



BOARD OF TRUSTEES
June 28, 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.

Please click this URL to join.

<https://us06web.zoom.us/j/84864945039?pwd=ZEIRSEFyYTRwSVU3YzJJVmdvUjFqZz09>

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Or One tap mobile:

+17207072699,,84864945039# US (Denver) or +13462487799,,84864945039# US (Houston)

Or join by phone:

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. PRESENTATION

1. Board of Trustee Outreach and Discretionary Funds

- Presentation: Patti Garcia, Town Administrator

2. Raftelis Presentation

- Presentation: Vik Runkle, Interim Finance Director

D. CONSENT AGENDA

1. Minutes of the June 14, 2022 Board of Trustees Meeting
2. Minutes from the January 19, 2022 Board of Trustees Special Meeting
3. Resolution No. 27-2022 - A Resolution of the Board of Trustees of the Town of Wellington Making Appointments to the Wellington Parks and Recreation Advisory Board
4. Contract for Materials Testing and Inspection for the Water Treatment Plant Expansion Project

E. ACTION ITEMS

1. Wellington Senior Resource Center (WSRC) Annual Contract Renewal
 - Presentation: Jenny Jones, Public Works Program Administrator
2. Authorization to Purchase Parks Truck
 - Presentation: Dean Campos, Parks and Recreation Manager

F. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. Larimer County Sheriff's Office Monthly Report - May 2022
 - b. Board of Trustees Planning Calendar
4. Board Reports

G. ADJOURN

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

Board of Trustees Meeting

Date: June 28, 2022
Submitted By: Patti Garcia, Town Administrator
Subject: Board of Trustee Outreach and Discretionary Funds

- **Presentation: Patti Garcia, Town Administrator**

EXECUTIVE SUMMARY

The Board of Trustees has historically set aside funds in two budget line items that help support and provide services and activities for the Wellington community - the Outreach Fund and the Board Discretionary Fund. The Trustees discussed these funds at a meeting on February 22, 2022 and directed staff to create an application process and reporting structure for the Outreach Fund for the 2023 budget. As there are four new Trustees elected since this item was presented, staff would like to get the conversation started in order to prepare for the 2023 budget.

BACKGROUND / DISCUSSION

In the 2022 adopted budget, the Trustees approved funding the Outreach Fund with \$107,500 and the Discretionary Fund with \$61,500. The Outreach Fund is used to promote activities or provide services that may not be provided due to lack of funding. In 2022, the Outreach Fund committed \$82,500 to the Main Streets Program and \$25,000 to the Wellington Boys and Girls Club and Eagles After Hours. The Discretionary Fund includes funds for the Town's fireworks contract (\$41,083) and is used for Trustee expenses that were not included in the budget such as meals for work sessions and unplanned expenses such as the Crowd Manager Training for the Community Activities Commission members.

Outreach Fund

An Outreach Fund typically is a fund that is used to promote activities or provide services that might not be provided due to lack of funding. Changes discussed by the Trustees regarding the Outreach Fund included creating an application form, establish a monetary limit for distribution per organization and setting guidelines for returning requestors. The Trustees identified eligibility requirements to apply which included:

- A 501(c)3 nonprofit and be in good standing with state and federal regulations
- An organization that demonstrates strong fiscal management
- Meet at least one area of the Wellington Strategic Plan
- Organization that supports activities and programs in Wellington
- Alignment with the Town's comprehensive plan
- Report on how the grant funds were utilized by a specific date
- Returning grantees must submit a report noting the successful completion of the scope of work identified in the prior grant application and must have expended all prior grant funds in order to be eligible to apply for funds another year

Applications would be submitted to Krystal Eucker, Town Clerk and organizations requesting funding would be required to make a presentation to the Board of Trustees prior to any allocation of funds.



At the February 22 meeting, it was requested that a limit of \$5,000 be established per year, per organization and that the annual funding for the Outreach Fund be based off of 2% of the estimated sales tax for the upcoming year. The estimated sales tax will be presented as part of the budget review and, if directed by the Trustees, 2% can be included in the 2023 Outreach Fund. It was discussed that applications would need to be received prior to August 1, 2022 to be included in the 2023 budget cycle. This deadline can be incorporated at the request of the Trustees.

If the Trustees were still interested in providing over \$5,000 in funding to an organization (such as Main Streets or Boys and Girls Club), an option would be to create a separate line item in the Legislative budget for that purpose.

Discretionary Fund

A Discretionary Fund is an amount of money that is available to spend on items that are not considered necessary but may be useful. In some municipalities, the elected officials use these funds to spend on small-scale projects. The Board Discretionary Fund has included the cost of the fireworks for the last several years as the Board of Trustees approves the fireworks contract. The amount for the 2023 fireworks will be included in the draft 2023 budget that will be presented to the Trustees. If the Trustees would like to include additional funds to cover items such as work session meals, etc. it can be discussed during the budget process.

STAFF RECOMMENDATION

Sample topics for Trustee discussion:

- 1) Continue with both Outreach and Discretionary Funds? If so, how much should be allocated to each fund?
- 2) For the Outreach fund, should the town require entities requesting funds to complete an application? Is there a maximum dollar amount that can be requested?
- 3) Would there be any options for entities to request more than the maximum dollar amount established?
- 4) Would all requesting entities be required to present to the Trustees? For example, requests for funds less than \$100 could be approved administratively if the paperwork was complete.

ATTACHMENTS

1. BOT_Outreach and Discretionary Fund_02.09.22

In the 2022 adopted budget, the Trustees approved an Outreach Fund of \$107,500 and a Discretionary Fund of \$61,500.

An Outreach Fund is a fund used to promote activities or provide services that might not be provided due to lack of funding.

- To date, the Outreach Fund has committed \$82,500 to the Main Streets Program; this was approved at the January 25, 2022 Board of Trustee meeting with the approval of the Memorandum of Understanding. The Boys and Girls Club had presented and made a request for 2022 funding for \$25,000. This included \$5,000 which had been designated to Eagle After Hours in the past. The Boys and Girls Club have now taken over that program.
- The Main Street Program invoices the town in quarterly installments; the first installment of \$20,625 has been paid. The unencumbered available balance in the Outreach Fund is \$25,000; the current balance after the first quarterly payment to Main Street is \$61,875.

A discretionary fund is an amount of money that is available to spend on things that are not considered necessary but may be useful. In some municipalities, the elected officials use these funds to spend on small-scale projects.

- The Board Discretionary Fund includes the funding for the town's fireworks contract which is \$41,083 for 2022.
- The balance in the Discretionary Fund after payment of the fireworks contract is \$20,417.

It is up to the Trustees on how they want to use the funds; research has found that many municipalities create funding priorities and have an application process for outreach funds. Actions and/or eligibility requirements for the Outreach Fund may include:

- A 501(c)(3) nonprofit status and be in good standing with state and federal regulations
- An organization that demonstrates sound fiscal management
- Meet at least one area of the Wellington Strategic Plan
- Organizations that support activities and programs in Wellington
- Programs benefit citizen welfare and education in the region
- Organizations that address a unique community need
- Organizations that serve a broad spectrum of the community
- Organizations that avoid overlapping of services
- Report on how the grant funds were utilized by a specific date
- If a returning grantee, to be eligible the non-profit must have successfully completed the scope of work identified in prior grant applications and have expended all prior grant funds

Limitations could be placed on the amount of funds available per applicant and deadlines for application submittal.

The Board Discretionary Fund is available for small projects that the Trustees would like to contribute to that may not be already included in the budget. Examples include purchasing a piece of equipment for a park, funding a pilot program for a new activity for Wellington residents or financially supporting an activity that would benefit the town. The requests for the Board Discretionary Fund generally come from the Trustees themselves or town staff.

Staff is requesting direction on the following:

- Use of the balance of the Board Discretionary Fund as a presentation and request of funds was given by the Boy and Girls Club.
- Should a draft application process and reporting structure be created for the Outreach Fund for the 2023 budget for Trustee consideration.

Board of Trustees Meeting

Date: June 28, 2022
Submitted By:
Subject: Raftelis Presentation

- **Presentation: Vik Runkle, Interim Finance Director**

EXECUTIVE SUMMARY

In May the Town initiated a Citizens' Water and Wastewater Roundtable to review the utilities' cost of services, rates, fees, and financial plan.

A consultant, Raftelis, was hired to not only help facilitate the process, but also develop rates models for future use by Town staff.

The contract requires the Consultant to provide two status meetings with the Board of Trustees. This is the first presentation.

BACKGROUND / DISCUSSION

In May the Town initiated a Citizens' Water and Wastewater Roundtable to review the utilities' cost of services, rates, fees, and financial plan.

A consultant, Raftelis, was hired to not only help facilitate the process, but also develop rates models for future use by Town staff.

The Roundtable citizens were selected and have met twice. They will meet again this Thursday, June 30. At the first meeting on May 12, the Roundtable members established a Charter to define how they will work with each other and ensure they focus their efforts, given the short amount of time and voluminous information.

The Consultant provided an overview of the issues related to the rate study process. These include:

- Financial Plan: How much money do we need
- Cost of Service: Is everyone paying their fair share
- Rate Design: How can rates help ensure fairness
- Tap Fees: How to recover growth-related costs

After a discussion of these elements, the Roundtable members were then introduced to the possible pricing objectives of the rate structure. The following pricing objectives were offered as a beginning point of discussions.

- Revenue stability
- Demand Management

- Cost Recovery between classes
- Cost recovery within a class
- Cost recovery between existing & new customers
- Customer Impact
- Essential water use pricing
- Customer understanding
- Efficient water use price signal
- Ease of Administration

Pricing objectives provide the foundation of establishing rates. The assumption is the rate charges must provide sufficient revenue to operate the utilities. Given that as a basic principle, the next step is to determine the community objectives for rates.

At the second meeting on June 2, the Roundtable members then worked together on a process to evaluate and prioritize the pricing objectives.

Besides revenue stability, other priorities in pricing objectives included: cost recovery between class, cost recovery within a class, cost recovery between new and existing customers, essential water use pricing, and customer impact.

At this meeting, the Roundtable members began to ask questions about the Town's gathered data. There will be more discussion of the data and how it permits different rate structures at the next two meetings.

Summary

The Consultant and staff members are now accomplishing the following steps:

- Ensuring all data is appropriately classified in the database
- Developing the rates model
- Allocating all operating and capital expenditures to the correct utility functions
- Beginning development of financial plan and this leads to the rate model

The next Roundtable meetings and actions are:

- June 30: Review, discussion and feedback of the financial plan and the elements that will impact the rates; initial review of the rates model and how it is being constructed
- August 4: Initial review and requests for changes of the rates models and illustration of the financial plan and pricing objectives and how they impact the actual rates
- August 25: Final review of the rates model and the elements; a final report will be written for the Board of Trustees of the decisions and considerations

The Board of Trustees will be provided the final report and options for rate structures and rates with the 2023



budget in early September. This presentation will be a staff member and consultant presentation in September.

STAFF RECOMMENDATION

The intent of this evening is to report on the actions to date of the Roundtable. There is no action to be taken.

ATTACHMENTS

1. Rate Structure Roundtable Charter
2. FINAL June 28 Rate Presentation Powerpoint

Rate Structure Roundtable Charter

The Town believes strongly that our community should have a voice in decisions that affect them. Therefore, as part of the study process, the Town will form a Utility Rate Structure Roundtable made up of community volunteers.

The mission of the Utility Rate Structure Roundtable is to *assemble diverse perspectives that represent our community to evaluate and advise on the Town's water, and wastewater rate structures*. The Utility Rate Structure Roundtable has three overarching purposes:

1. To represent and communicate the views of the community
2. To provide input on rate structure options and associated customer impacts
3. To formulate a rate structure recommendation for the Board of Trustees

Utility Rate Structure Roundtable members will be expected to:

- Attend all meetings
- Review agenda and informational material between meetings
- Be respectful of others' views and input
- Provide thoughtful input on study proposals
- Remain accessible to the study team for follow-up as needed

Committee members will participate in up to five meetings. Presentations, project reports and feedback opportunities will be provided by the Town and the rate design consultant at each meeting. Meetings will be facilitated to ensure that committee members' time is maximized and that all committee members have an opportunity to participate fully and express their point of view.

The facilitator will be responsible for record keeping and documentation of the meetings. After each meeting, the facilitator will prepare a meeting summary that captures the discussion, the outcomes, and next steps. The committee will be asked to review each summary for inclusion in the final report.

Mahalia Henschel will be the point of contact for the Utility Rate Structure Roundtable members. Meetings will occur over the next five months and are anticipated to be completed in August 2022.

Town of Wellington

Water/Wastewater Financial Plan, Cost of Service, Rate and Fee Study

June 28, 2022





Agenda



Study goals and objectives



Rate and fee study process

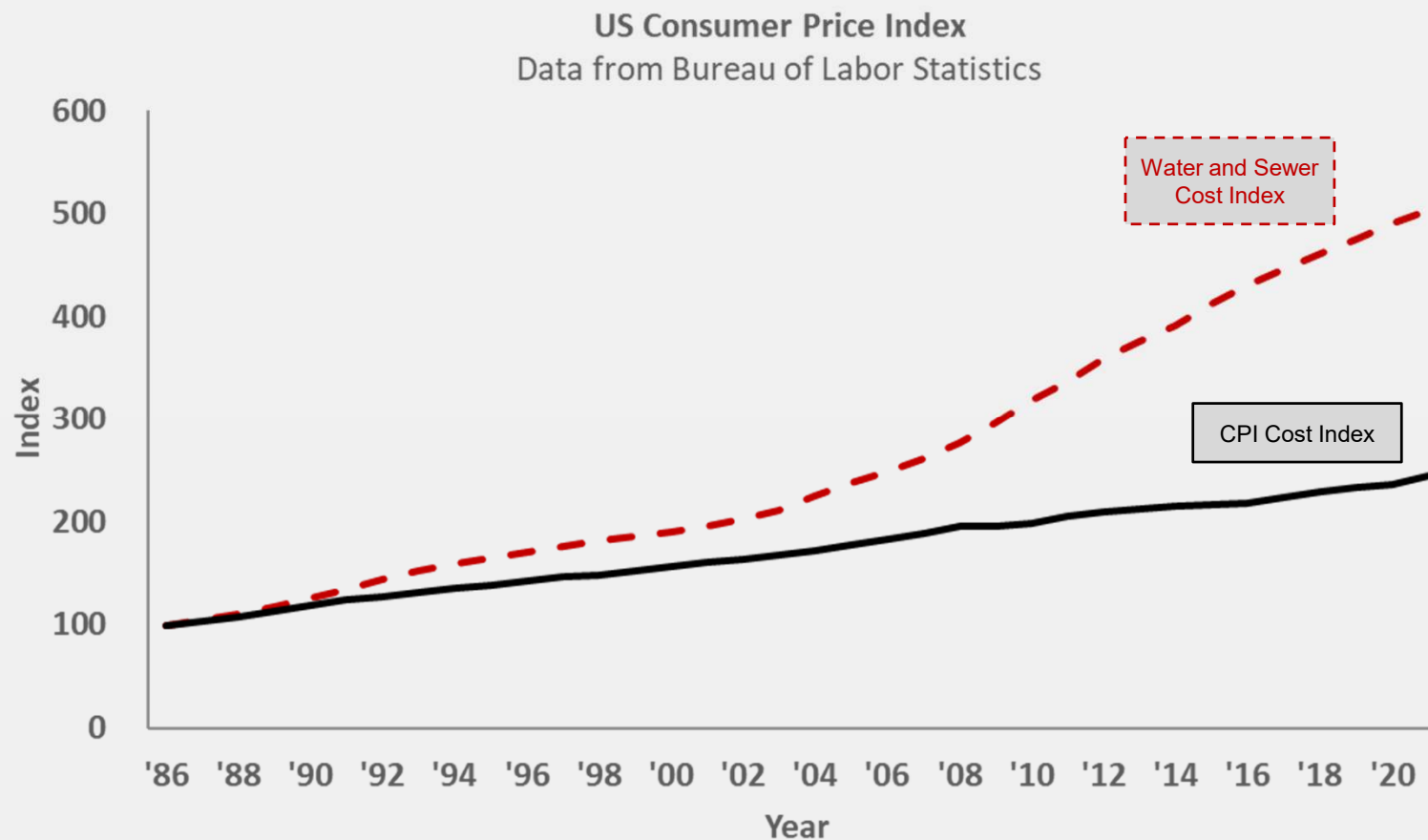


Pricing objectives



Rate Structures

Water and wastewater costs continue to increase locally and nationwide



The Town of Wellington's rates and fees must:



How we'll get there



Fund Operations



Fund Capital Projects



Maintain Reserves and DSC



Fund Growth



Ensure Cost Recovery



Financial Plan



Cost of Service

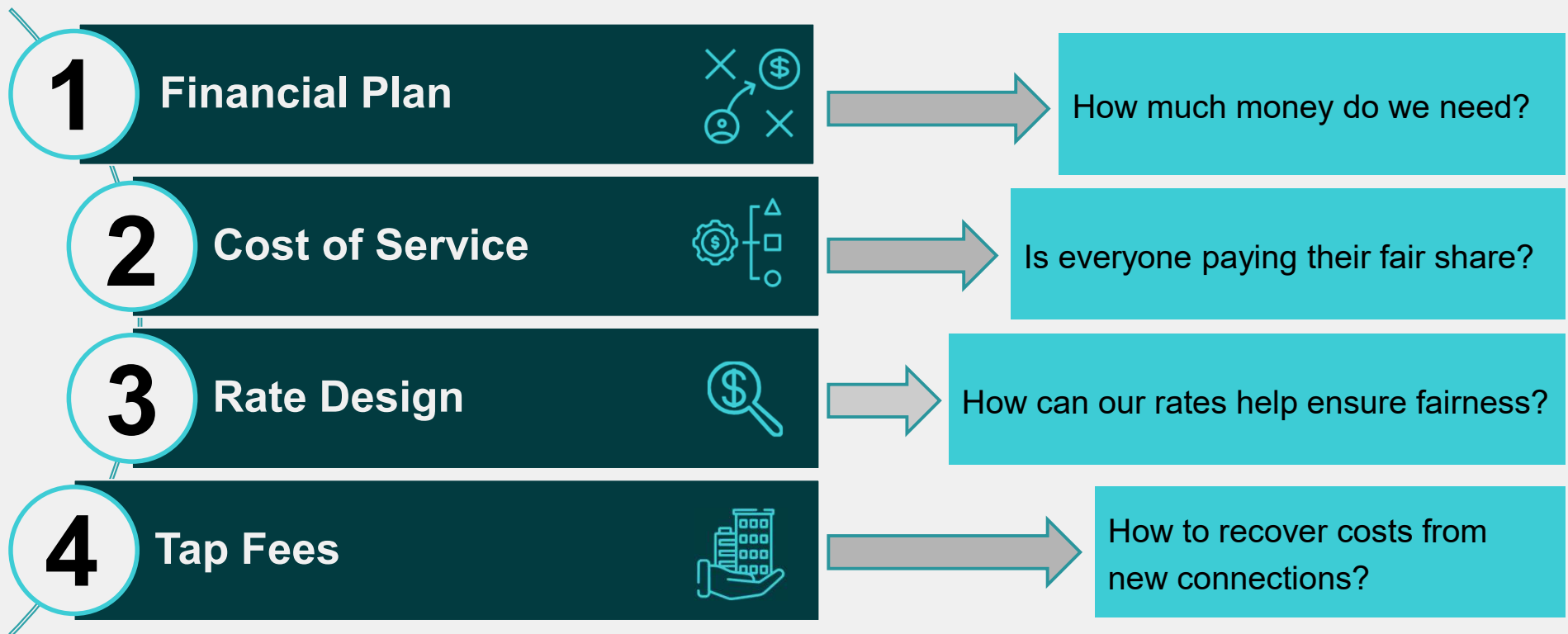


Rate Design

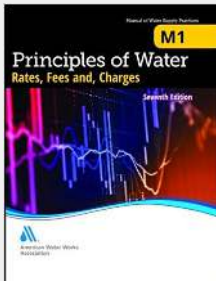


Tap fees

Rate study process



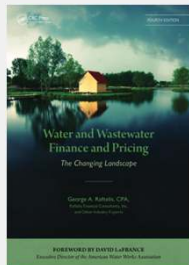
Guided by industry-standard financial planning and rate-setting approaches



American Water Works Association,
Manual M-1, Principles of Rates, Fees, and Charges



Water Environment Federation
Financing and Charges for Wastewater Systems

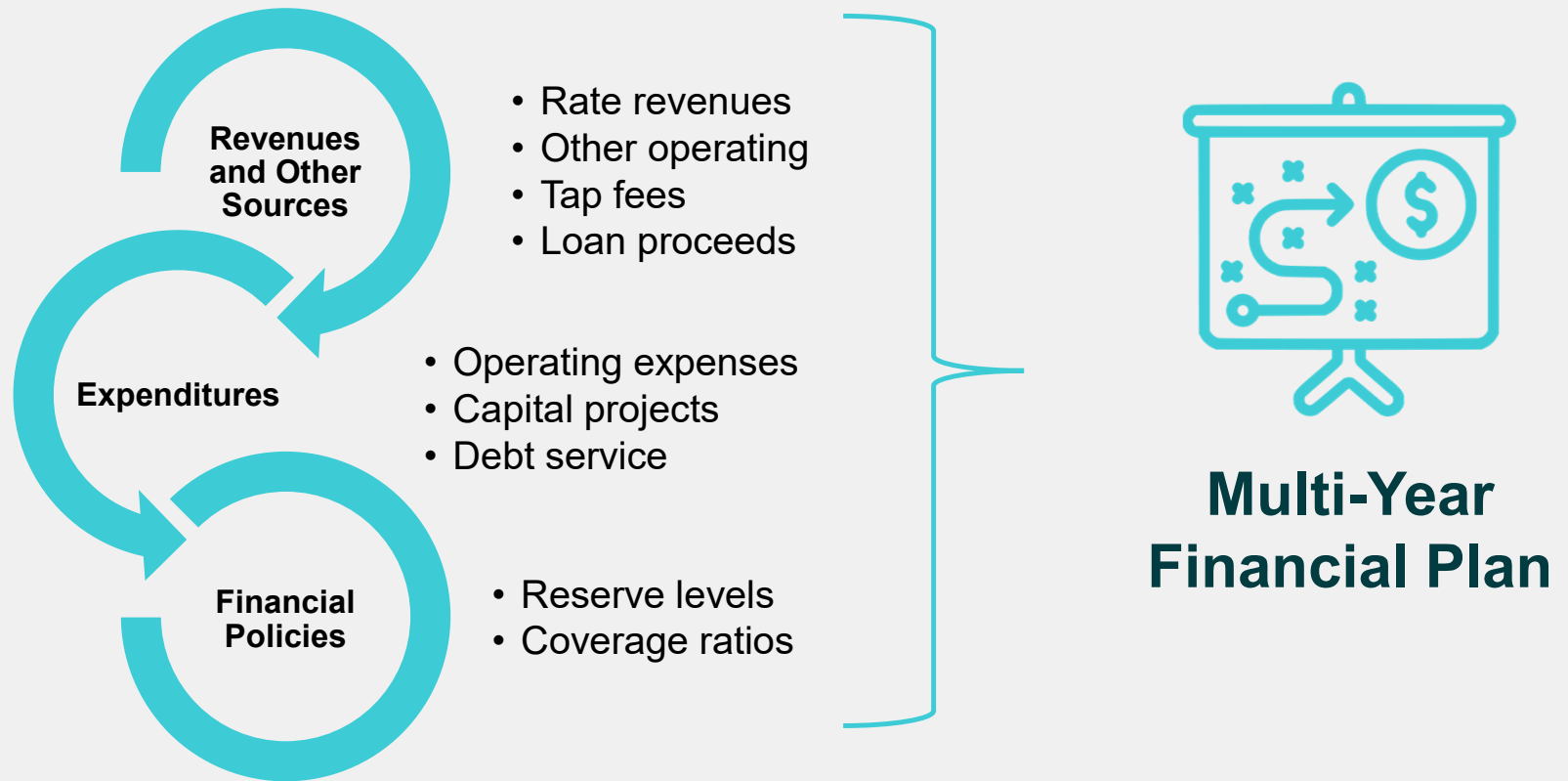


Raftelis Financial Consultants
Water and Wastewater Finance and Pricing



Step 1: Financial Planning Process

What is the revenue required to meet expenditures?



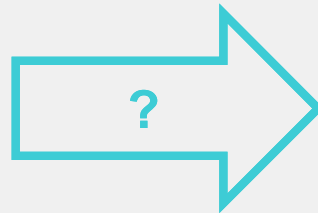


Step 2: Cost of Service Analysis

Is everyone paying their proportionate share?



Revenue
Requirement



Residential



Commercial

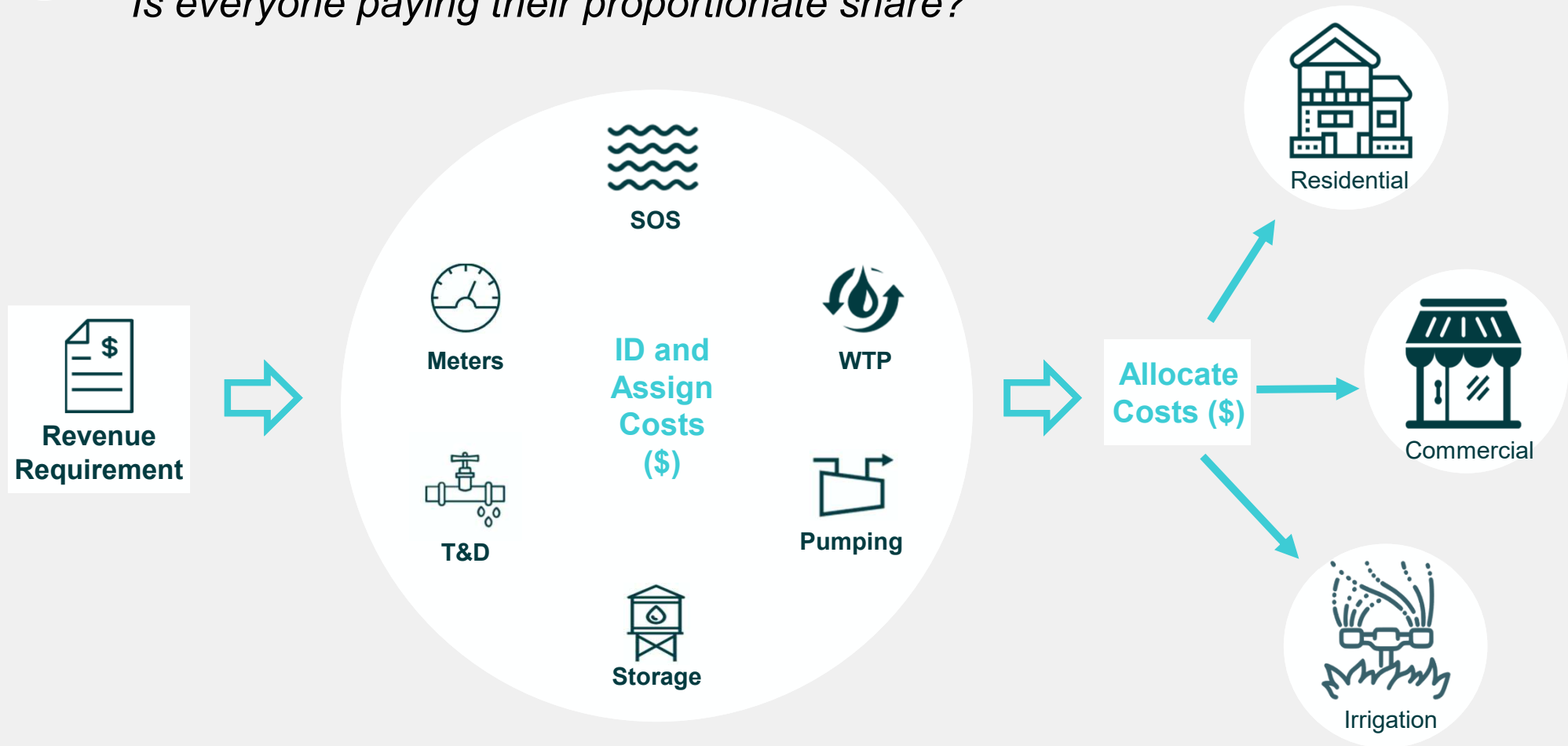


Irrigation



Step 2: Cost of Service Analysis

Is everyone paying their proportionate share?





Step 3: Rate Design

Do current rates ensure fairness?

Current residential water rates

Fixed Block
Volumetric Rates

Base Rate

Customer Type	Monthly Charge \$ per bill
All Customers	\$66.00



Threshold (gallons)	Volume Rate \$ per kgal
0 – 15,000	\$4.56
15,000 – 30,000	\$5.70
> 30,000	\$7.72



Monthly
Water Bill





Step 3: Rate Design

Do current rates ensure fairness?

Current residential wastewater rates

Fixed Monthly Charge

Customer Type	Fee
All Customers	\$31.00
*Includes 3,000 gallons	



Volumetric Rate

Threshold (gallons)	Volume Rate \$ per kgal
>3,000	\$10.00



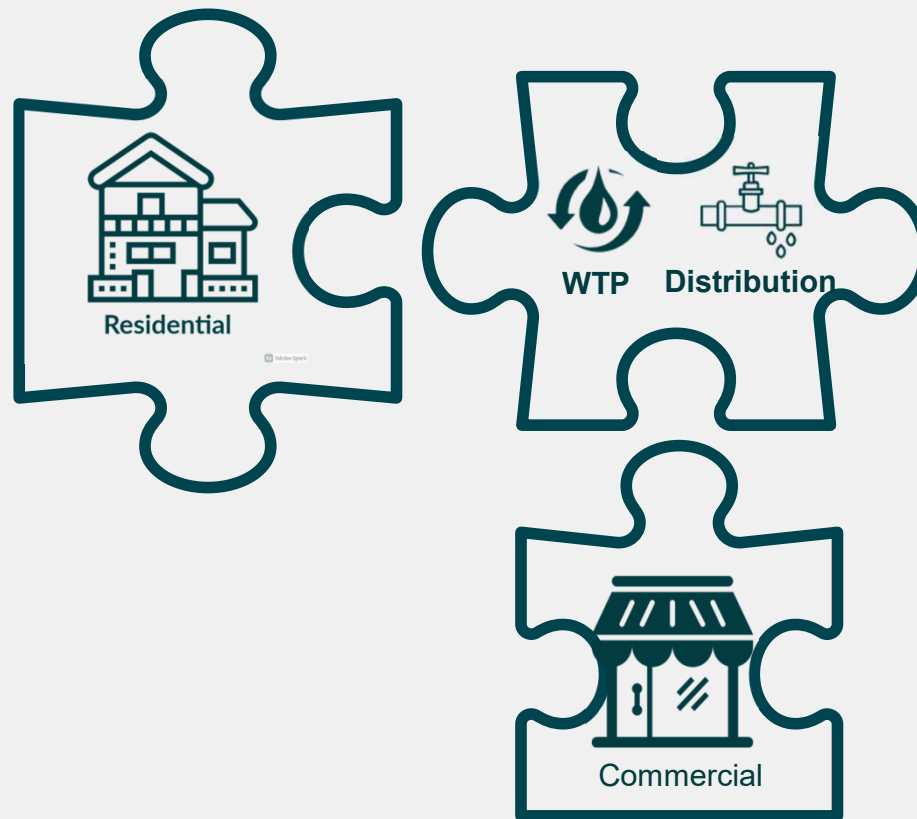
Monthly Wastewater Bill





Step 4: Tap fees

How to recover costs from new connections?



Step 4: Tap fees

How to recover costs from new connections?

Current tap fees

Water Meter/ Tap Size	Capital Investment	Meter Fee	Total
Residential	\$7,750	N/A	\$7,750
Multifamily	\$7,750 x # of Units	N/A	Varies
Commercial			
¾"	\$7,750	N/A	
1"	\$12,179	\$450	\$12,629
1 ½"	\$35,429	\$750	\$36,179
2"	\$44,286	\$2,000	\$46,286
>2"	Calculated	Contact Town	

Wastewater	Capital Investment
Residential	\$9,700
All Other	
4"	\$9,700
6"	\$12,179

Pricing Objectives





Pricing Objectives

A means of ensuring community values are reflected in the way costs of providing service are recovered.

Pricing Objectives

definitions





Revenue
Sufficiency



Defensibility

Required objectives



Costs covered - Financial health maintained



Legally compliant; defensible in court

Common pricing objectives



Revenue stability



Cost recovery between classes



Cost recovery within a class



Cost recovery between existing and new customers



Efficient water use pricing signal



Demand management



Essential use pricing



Customer understanding



Customer impact



Ease of administration/implementation



Revenue Stability

Rate structure should generate stable and predictable revenues sufficient to meet annual revenue requirements, bond covenants and other financial requirements.



Revenue Stability



Cost recovery between classes

Cost recovery between customer classes. Through a cost-of-service analysis, costs are recovered proportionately from each customer class' rate structure based on their unique demand characteristics.



Revenue Stability



Cost Recovery Between Classes



Cost recovery within a class

Cost recovery between customers within a class.

This is maximized when the rate structure results in individual customers paying their cost to receive service based on their unique demand characteristics.



Revenue Stability



Cost Recovery Between Classes



Cost Recovery Within a Class



Cost recovery between new and existing customers

Cost recovery between new and existing customers. New customers should not present a cost burden to existing customers.

The rate structure should exclude those costs associated with meeting the service requirements of new customers.



Revenue Stability



Cost Recovery Between Classes



Cost Recovery Within a Class



**Cost Recovery Between
Existing and New Customers**



Efficient Water Use Price Signal

The rate structure should contain a pricing signal that encourages the wise use of water.



Revenue Stability



Cost Recovery Between Classes



Cost Recovery Within a Class



**Cost Recovery Between
Existing and New Customers**



Efficient Water Use Price Signal



Demand Management

The rate structure should contain a pricing signal to encourage a reduction of water use during peak times.



Revenue Stability



Cost Recovery Between Classes



Cost Recovery Within a Class



**Cost Recovery Between
Existing and New Customers**



Efficient Water Use Price Signal



Demand Management



Essential Use Pricing

A rate structure should provide essential water use at the lowest possible cost all the while allowing the utility to generate revenue sufficient to maintain their financial health.



Revenue Stability



Cost Recovery Between Classes



Cost Recovery Within a Class



**Cost Recovery Between
Existing and New Customers**



Efficient Water Use Price Signal



Demand Management



Essential Use Pricing



Customer Understanding

Rate structure should be subject to as few misinterpretations by the customer

Rate structure should be consistent with other water use-related communication from the utility



Revenue Stability



Cost Recovery Between Classes



Cost Recovery Within a Class



Cost Recovery Between Existing and New Customers



Efficient Water Use Price Signal



Demand Management



Essential Use Pricing



Customer Understanding



Impact on Customers

Changes in a rate structure should be implemented in a manner that minimizes bill shock and minimizing the variability of shock among customer classes.



Revenue Stability



Cost Recovery Between Classes



Cost Recovery Within a Class



Cost Recovery Between Existing and New Customers



Efficient Water Use Price Signal



Demand Management



Essential Use Pricing



Customer Understanding



Impact on Customers



Ease of Administration / Implementation

Rate structure should be compatible with existing billing and accounting systems.

Information needed for rate structure implementation and administration should be based on readily available, accessible, and manageable data.

Stakeholder process

- 1 Introduction to rate setting process
- 2 Customer class characteristics overview
- 3 Preliminary review of rate design alternatives
- 4 Review and recommendation of selected rate designs
- 5 Extra meeting (TBD)

Current schedule

- June 29: Stakeholder meeting #3
- August 4: Stakeholder meeting #4
- Late August/Early September
 - › Presentation of proposed financial plan, cost of service, and rate design



Thank you!

Contact: Todd Cristiano
303 305 1138 / tcristiano@raftelis.com



Board of Trustees Meeting

Date: June 28, 2022

Submitted By:

Subject: Minutes of the June 14, 2022 Board of Trustees Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 06.14.22 BOT Minutes - DRAFT



BOARD OF TRUSTEES

June 14, 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 6:30 p.m.

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

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

Dave Myer, Engineer

Nate Ewert, Engineer

Seargent Cherry, Larimer County Sheriff's Office

Meagan Smith, Deputy Public Works Director

Stephanie Anderson, Human Resources Manager

Kelly Houghteling, Deputy Town Administrator

Charity Campfield, Finance Director

Hallie Sheldon, Management Analyst

3. Amendments to Agenda

Mayor Chaussee asked if there were any amendments to the agenda this evening.

Trustee Tietz moved to amend the agenda by removing item D.1, Reconsideration WaterNow Alliance Memorandum of Understanding; Trustee Wiegand seconded the motion. Roll call on the vote resulted as follows:

Yays – Gaiter, Tietz, Wiegand
Nays – Kinney, Mason, Macdonald, Chaussee
Motion failed.

There were no amendments made to the agenda.

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

Ms. Sapienza informed the public that the hearing for the Lamb Annexation was held at the May 24, 2022 Board of Trustees meeting, at which time considerable public comment was given. No additional information, including public comment at this time may be legally considered by the Board of Trustees and its decision-making on that agenda item. No additional public comment should be given on that agenda item at this time.

The meeting was opened for public comment; Russ Brewer, Kelly DeVries, Hannah Michaud, Kristi Cannon, Linda, Knaack, Brian Michaud, Lowrey Moyer, Reginald Westphal, Lisa Chollet, Karen Eiffert, Eric Hayes, Blair Petersen, Melanie Murphy and Jesy Andreen,

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

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

Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

D. ACTION ITEMS

1. Reconsideration WaterNow Alliance Memorandum of Understanding

Trustee Tietz made a motion on point of order with the understanding that under Robert's Rules, the Board is past its time to reconsider.

Mr. Sapienza gave his legal opinion regarding the point of order and reconsider.

A point of order does not need to be seconded so the point of order was properly called. If there is additional information regarding the explanation of the point of order that can be done and then the decision is made by the chair of the board. If the chair agrees that this is not in order, then it is not in order. If the chair believes this is in order, then a point of appeal is made and seconded. The point of appeal is then debated.

Mr. Sapienza's gave his opinion on why this matter is in order. Under Robert's Rules, motions to reconsider are covered by section 37. Section 37:10 b) states in part, "in a session of one day - such as an ordinary meeting of a club or one day convention - the motion to reconsider it can be made only on the same day the vote to be reconsidered was taken. In a convention or session of more than one day, reconsideration can be moved only on the same day the original vote was taken or on the next succeeding day within the session on which a business meeting is held." Under the practice of this Board in the past, it was interpreted that each meeting is part of a larger session and those sessions spread from election to election. The election in April is the dividing point between sessions. Having a session that is more than one meeting, per Robert's Rules, the motion to reconsider can be considered the next day at which there is a meeting, essentially at the next meeting.

Mayor Chaussee stated his decision on the point of order is no, agreeing with the opinion of Mr. Sapienza.

Trustee Gaiter raised a point of appeal to the Mayor's decision on the point of order; Trustee Tietz seconded the point of appeal. Roll call on the vote resulted as follows:

Yays – Gaiter, Tietz, Wiegand

Nays – Kinney, Mason, Macdonald, Chaussee

Motion failed.

Mr. Sapienza informed the Board that 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.

The meeting was opened for public comment: Linda Knaack, Kristi Cannon, Lowrey Moyer, Brian Michaud, Lisa Chollet, Eric Hayes, Reginald Westphal, Blair Petersen, Kelly DeVires, Ali McGuinnis, Jesy Andreen, Melanie Murphy, Karen Eiffert and Barb Holgren made comments.

Roll call on the motion to reconsider from May 10, 2022 resulted as follows:

Yays – Kinney, Mason, Macdonald, Chaussee

Nays – Gaiter, Tietz, Wiegand

Motion carried.

Mayor Pro Tem Macdonald moved to approve the WaterNow Alliance Project Accelerator Grant Memorandum of Understanding; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yays – Kinney, Mason, Macdonald, Chaussee

Nays – Gaiter, Tietz, Wiegand

Motion carried.

The Board took a short recess from 8:35 p.m. to 8:44 p.m.

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

Mr. Bird informed the Board that this item was continued to this evening from May 10, 2022. At the May 24, 2022 Board of Trustees meeting, the Board was presented with an application request for annexation of a property along 6th Street. At that meeting, the Board of Trustees conducted a public hearing and public testimony was received. The public hearing was also closed at that meeting.

A link to the recording of the May 24, 2022 Board of Trustees meeting was included in the packet material.

Mr. Sapienza commented that in making a decision on this item, that decision needs to be based on the record and that record was created at that public hearing.

The Board will also need to disclose any additional ex-parte communications since the May 24, 2022 meeting; no ex-parte communications were disclosed.

Mr. Sapienza informed the Board that an important piece to this agenda item is that the Board adopt findings of fact, assign a zoning district classification and take action on the ordinance itself.

Trustee Macdonald stated she has viewed the public hearing recording.

Trustee Mason moved to approve Ordinance 10-2022, An Ordinance Conditionally Annexing the Lamb Annexation into the Town of Wellington pursuant to the findings of fact found by the Planning Commission, findings #1, #2 and #5, Annexation of the Property, Zoning Based on the Findings and Updating the Official Town Maps; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yays – Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays – Gaiter

Motion carried.

3. ADA Special Accommodations Funding Request for 4th of July

Ms. Houghteling informed the Board that the Town has received five special accommodation requests for various events in town and staff has worked with legal counsel and CIRSA to provide a response. Staff is seeking direction on requested accommodations that are not within the 2022 Town Budget. The total funding request is \$2,194.00.

The meeting was opened for public comment; Sawyer Eiffert and Karen Eiffert provided comments.

Mayor Pro Tem Macdonald moved to approve the ADA Special Accommodations Funding Request in the not to exceed amount of \$4,000; Trustee Tietz seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

4. Resolution No. 26-2022 - A Resolution of the Board of Trustees Appointing a Town Treasurer

Ms. Garcia informed the Board that 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 Board of Trustees authorized the use of a firm to conduct the recruitment for the position; interviews were held on May 13, 2022. 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.

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

Trustee Gaiter moved to approve Resolution 26-2022 - A Resolution of the Board of Trustees Appointing Charity Campfield as Town Treasurer; Mayor Pro Tem Macdonald seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

Mayor Chaussee closed the regular meeting at 9:31 and opened the Liquor License Authority.

E. LIQUOR LICENSE AUTHORITY

Roll Call

Mayor Calar Chaussee

Mayor Pro Tem Ashley Macdonald

Trustee Jon Gaiter

Trustee Brian Mason

Trustee Rebekka Kinney

Trustee David Wiegand

Trustee Shirrell Tietz

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

Trustee Kinney moved to approve the consent agenda; Mayor Pro Tem Macdonald seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

2. Special Event Liquor Permit - American Legion

Ms. Eucker informed the Board that 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.

The meeting was opened for public comment; Lisa Chollet, Lowrey Moyer and Nic Redavid made comments.

Mayor Pro Tem Macdonald moved to approve the Special Event Liquor Permit for the American Legion; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yays – Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays – Gaiter

Motion carried.

Mayor Chaussee closed the Liquor License Authority and resumed the regular meeting at 9:44 p.m.

F. REPORTS

1. Town Attorney

Mr. Sapienza asked the Board for direction regarding the Marijuana Licensing Authority and potentially amending the ordinance in 2023. The consensus of the Board is to have a work session sooner rather than later.

2. Town Administrator

Ms. Garcia reviewed the Trustee Planning Calendar that was included in packet material.

3. Staff Communications

a. Board of Trustees Planning Calendar

4. Board Reports

Trustee Tietz proposed a letter to the Board requesting an additional SRO Officer for the Middle/high school. The Board supported the request of an additional SRO Officer.

Trustee Tietz commented about throwing candy from floats during the 4th of July parade. Through discussions with the Fire Department and the Sheriff's Office, the CAC determined that throwing candy from parade floats was a safety issue and it would be prohibited during the 4th of July parade.

Trustee Wiegand informed the Board that the behavioral health facility is 30% completed.

Trustee Kinney informed the Board that she attended a tour of the landfill with the Policy Council for Solid Waste and they were able to see the operations of the current landfill and drove the preferred trailer route to the new facility near Wellington.

Trustee Gaiter informed the Board that he did a ride-along with Sergeant Cherry.

Trustee Gaiter moved to continue the meeting to 10:30 to address the executive session items: Trustee Tietz seconded. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

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.

Trustee Gaiter moved to go into 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; Mayor Pro Tem Macdonald seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

The Board moved into the executive sessions at 10:10 p.m.

No official action was taken during the executive session.

Mayor Pro Tem Macdonald moved to close the executive session; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

Trustee Gaiter moved to continue the meeting to 10:45 to address the executive session items: Trustee Kinney seconded. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

Trustee Gaiter moved to go into 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; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

No official action was taken during the executive session.

Trustee Gaiter moved to close the executive session; Mayor Pro Tem Macdonald seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

The Board closed the executive sessions at 10:44 p.m.

H. ADJOURN

Trustee Gaiter moved to adjourn the meeting; Mayor Pro Tem Macdonald seconded the motion.

Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

The meeting was adjourned at 10:44 p.m.

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: June 28, 2022

Submitted By:

Subject: Minutes from the January 19, 2022 Board of Trustees Special Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 01.19.22 BOT Minutes - DRAFT



BOARD OF TRUSTEES
January 19, 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 Hamman called the special meeting to order at 6:31 p.m.

1. Roll Call

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

B. ACTION ITEMS

1. Resolution No. 05-2022 - A Resolution Creating a Local Licensing Authority Pursuant to Chapter 2, Article 14 of the Wellington Municipal Code and to Appoint Kristin Brown as Assistant Municipal Judge to Serve in that Role

Mr. Sapienza informed the Board that pursuant to the referred marijuana ordinance, the Town Board serves as the Local Licensing Authority, unless it creates a separate Local Licensing Authority and delegates the duties to that person or entity. Town staff recommends creating a separate Local Licensing Authority to administer the ordinance as a municipal judgeship and to appoint an individual to the role. The proposed resolution identifies a deadline of June 14, 2022 when the Board of Trustees will be presented with an option for modifying this arrangement to have the Trustees serve in that capacity.

Trustee Gaiter moved to reconsider Resolution 05-2022, Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

The meeting was opened for public comment; Shirrel Tietz and Christine Gaiter provided comments.

Trustee Whitehouse moved to approve Resolution No. 05-2022 - A Resolution Creating a Local Licensing Authority Pursuant to Chapter 2, Article 14 of the Wellington Municipal Code and to Appoint Kristin Brown as Assistant Municipal Judge to Serve in that Role; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

C. ADJOURN

Upon a motion duly made, the meeting was adjourned at 6:55 p.m.

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: June 28, 2022
Submitted By: Krystal Eucker, Town Clerk
Subject: Resolution No. 27-2022 - A Resolution of the Board of Trustees of the Town of Wellington Making Appointments to the Wellington Parks and Recreation Advisory Board

EXECUTIVE SUMMARY

The Wellington Parks and Recreation Advisory Board (PRAB) consists of seven at-large voting members and one non-voting Board of Trustee liaison.

BACKGROUND / DISCUSSION

On June 15, 2022, Trustees Gaiter and Kinney, PRAB Chair Lorilyn Bockelman and PRAB staff liaison Dean Campos conducted interviews for current vacancies on the PRAB. Pursuant to those interviews, it is being recommended that the following individuals be appointed to the PRAB:

- One Regular Term Expiring January 2023 - Jordan Jones
- One Regular Term Expiring January 2024 - Gleidys Polanco
- One Regular Term Expiring January 2024 - William (Billy) Cooksey

Ms. Polanco originally applied for the Community Activities Commission but was unable to attend the interviews. She was also interested in serving on PRAB.

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

The Town of Wellington received six applications for the vacancies; four applicants were interviewed, one applicant was not eligible and one applicant was no longer interested in serving.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Resolution No. 27-2022.
2. Approve Resolution No. 27-2022 with amendments as the Board of Trustees deems appropriate.
3. Postpone consideration of Resolution No. 27-2022 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. 27-2022.

Staff recommends option #1.

ATTACHMENTS

1. PAB Appointment (1)
2. PRAB - Jordan Jones
3. PRAB - William Cooksey



4. PRAB - Gleidys Polanco

TOWN OF WELLINGTON

RESOLUTION NO. 27-2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
MAKING APPOINTMENTS TO THE WELLINGTON PARKS AND RECREATION
ADVISORY BOARD

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 Wellington Parks and Recreation Advisory Board Member as called for by Chapter 2, Article 13; and

WHEREAS, Section 2-13-20 of the Code provides that membership terms of members of the Wellington Parks and Recreation Advisory Board shall be four (4) year staggered terms; and

WHEREAS, the Wellington Parks and Recreation Advisory Board currently has three (3) vacant seats with one term expiring January of 2023 and two terms expiring January of 2024; and

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

WHEREAS, candidates were interviewed on June 15, 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 Jordan Jones to the Wellington Parks and Recreation Advisory Board to fill a vacancy with a term ending in January, 2023.
2. Appointment of Gleidys Polanco to the Wellington Parks and Recreation Advisory Board to fill a vacancy with a term ending in January, 2024.
3. Appointment of William (Billy) Cooksey to the Wellington Parks and Recreation Advisory Board to fill a vacancy with a term ending in January, 2024

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 28th 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: Wednesday, March 2, 2022 8:38:48 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?	Parks Advisory Board
Name	Jordan Jones
Address	[REDACTED]
City	Wellington
State	Colorado
Zip Code	80549
Home Phone Number	<i>Field not completed.</i>
Work Phone Number	<i>Field not completed.</i>
Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
Wellington Resident (Number of Years/Months)	3 Years 1 Month
Current Occupation	Public Speaking Trainer, Digital Marketing, & Small Business Owner
Please list any relevant education, employment, or volunteer experience you have.	Education: Master's of Art in Communication Studies Employment Experience: Public Speaking Trainer (1 Year) Digital Marketing & Sales (1 Year) Customer Service Representative & Scheduler (1 Year) Specialized Education Teaching Assistant (1 & Half Years)
Are you currently serving on any other	No

board or commission?

Have you attended a meeting of the board or commission you are applying to?

No

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

I have a son who is going to be growing up in Wellington and I want to help within the parks division to ensure a bright future for all children in the city.

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 new parks within a rapidly developing town.
- Getting approval from the Board of Trustees.
- Vandalism within parks

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

Jordan Jones

Date

3/2/2022

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: Sunday, February 6, 2022 6:19:54 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?	Parks Advisory Board
--	----------------------

Name	WILLIAM COOKSEY
------	-----------------

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

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

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

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

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

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

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

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

Wellington Resident (Number of Years/Months)	5 yrs 3 mo
--	------------

Current Occupation	Sales and Marketing Manager
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Please list any relevant education, employment, or volunteer experience you have.

- Bachelor of Science, Health and Exercise Science (Colorado State University)
- Head Coach, Colorado State University Men's Club Soccer (5 years)
- Student/Staff Liaison, Colorado State University Men's Club Soccer Team (9 years)
- Assistant Sports Turf Manager, Colorado State University (7 years)
- Park Technician/Crew Chief, City of Fort Collins Parks Department (6 years)
- Owner, Colorado Crimson FC (Semi-Pro Soccer Team 3 years)
- Professional/Semi-Professional Soccer player, Colorado

Lightning and Colorado Fury (5 years)
 - Leadership Fort Collins graduate (2021)
 - CAPRA Accreditation Team, City of Fort Collins (2019)
 - Volunteer Coach (Colorado Rapids - Fort Collins, Wellington Recreation)

Are you currently serving on any other board or commission?

No

Have you attended a meeting of the board or commission you are applying to?

No

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

My goal is to help this board progress the recreational amenities forward, as our community grows. I have vast experience as an athlete, coach and volunteer at various levels (youth to professional). My degree in HES give me a distinct advantage of knowledge about health and physical activity throughout life and the need for inclusion for everyone to be able to get the exercise and entertainment they need to thrive. I spent 6 years working for the City of Fort Collins Parks Department as a Technician and Crew Chief. I understand, though daily work, committees, certifications and public interactions what it means to run a successful parks department and how the quality of amenities affects the culture of the city.

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) Programming - As our city and community grows, how do we keep up with programming and, specifically, being inclusive to all users. We have a diverse population: how can we provide for all ages and skill types in a safe manner.
 2) Amenity Improvement/Build - There won't be enough quality sites to host the growing population. As one example, we will, and have, needed a recreation/community center to provide a more diverse set of amenities for public use. Along with that comes expansion of outdoor programs as well.
 3) Funding/Staffing - it goes without saying that with growth comes the need for public connection and interaction. It is the support of the community that drives funding for the new and improved amenities and the support to staff the facilities. Building a strong public belief in the Parks and Recreation program is essential to gain public approval and financial backing

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 in charge of sales and marketing for Korby Sod. I have, in the past, reached out to some of the public programs and local schools for opportunity to promote our business with sponsorship and volunteer work. Though I don't think this will have a specific conflict of interest, it is worth noting.
 I also participate in multiple adult recreation programs (volleyball and kickball) and, although I really enjoy them, I know the

programs could be improved in some .capacities. But I understand that others on the board might be in the same situation. Those of us that use the programming, recreational activities and parks are in a great position to help improve what we see and use first hand.

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 William Cooksey

Date 2/6/2022

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: Thursday, April 14, 2022 12:57:21 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	Gleidys Polanco
------	-----------------

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

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

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

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

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

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

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

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

Wellington Resident (Number of Years/Months)	11 months
--	-----------

Current Occupation	Cameron FDE manager
--------------------	---------------------

Please list any relevant education, employment, or volunteer experience you have.	Petroleum Engeniering degree Social relationship MBA 15 years in O&G Saya woman foundations CEO in Ecuador (supporting poor families in the amazonian jungle) Current: Development and engagenent manager in Cameron industries at Wellinton Colorado
---	--

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

Have you attended a meeting of the board or commission you are applying to?	No
Why do you want to become a member of this particular board or commission?	Love decorations and lot of creativity
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?	Have not idea about Wellington issues however i am open to help to find creative solutions
Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.	No one
Signature <i>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> <i>I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.</i> <i>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.</i>	
Signature of Applicant	Gleidys Polanco
Date	4/14/2022

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

Board of Trustees Meeting

Date: June 28, 2022
Submitted By: Dave Myer, Engineer
Subject: Contract for Materials Testing and Inspection for the Water Treatment Plant Expansion Project

EXECUTIVE SUMMARY

A contract with Earth Engineering Consultants, LLC for materials testing and inspection during the construction of the Water Treatment Plant is presented for action.

BACKGROUND / DISCUSSION

Materials testing and construction inspections are required during the expansion of the Town's Water Treatment Plant (WTP). Specialized equipment, testing certifications, and a laboratory are required for this effort.

Soilogic, Inc. (Loveland) served as the geotechnical engineer for the plant's expansion design. The firm completed a geotechnical report in 2018 and has since provided minor updates in 2021 and 2022 as Jacobs progressed on the design. When possible, it is recommended that the same firm that performed design phase services also be used for the construction phase testing given their familiarity with the project, soil conditions, bearing capacities, and construction aspects. However, a representative from Soilogic who attended the plant's preconstruction meeting on May 9 informed the team that Soilogic does not have the capability or equipment to perform all of this work. Rather, the firm subcontracts many of these tests to other local geotechnical firms which are then marked up 15 percent. Consequently, Town staff reached out to two other geotechnical firms to obtain proposals: CTL (Fort Collins) and Earth Engineering Consultants (EEC) (Fort Collins).

Both CTL and EEC provided a scope of services and fees for materials testing and construction observations related to the plant's expansion and the General Contractor's (Hensel Phelps) schedule. Both firms based their fees on a list provided by Jacobs on required tests and inspections as identified in the specifications for the project. 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 construction and the Contractor's schedule. Actual fees and invoices will be based on the hours charged and laboratory tests conducted at the unit rates presented within the proposals.

Town staff reviewed each proposal and found both firms to have comparable service capabilities and fees. Each firm responded to questions as the proposals were being evaluated. In May 2022, CTL was awarded the contract for testing services at the Water Reclamation Facility's expansion. To prevent mix-ups and possible miss-communication between Wellington's two plant expansions and the Contractors, Town staff recommends awarding the contract to EEC. Wellington's Public Works team has experience with EEC during clarifier rehabilitations at the WRF (2019 and 2020). EEC was found to be reliable and responsive. Town staff and Hensel Phelps support using EEC for the WTP expansion.

A draft contract with EEC is attached which includes the firm's proposal. The proposal received from CTL is also attached.

Fees for these services have been accounted for in the 5-year CIP budget for the Water Treatment Plant's expansion that was adopted for 2022.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve execution of contract with EEC in the not to exceed amount of \$124,620.00 for materials testing and inspections during construction of the Water Treatment Plant with monies being funded from the project's budget.
2. Approve execution of contract with EEC with amendments as the Board of Trustees deems appropriate.
3. Postpone consideration of execution of a contract with EEC and provide staff direction regarding additional information or amendments the Trustees would like to request for further consideration.
4. Vote to deny contract with EEC.

ATTACHMENTS

1. Wellington Contract EEC Testers WTP DRAFT
2. CTL Testers WTP Proposal



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

CONSTRUCTION OBSERVATION AND MATERIALS TESTING SERVICE WELLINGTON WATER TREATMENT PLANT EXPANSION

CONTRACTOR CONTRACT FOR SERVICES, GL No. 211-80-4010

Parties: The parties to this Contract are the Town of Wellington, 8225 3rd Street, Wellington, Colorado 80549 (Town) and Earth Engineering Consultants, 4396 Greenfield Drive, Windsor, CO, 80550 (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 December 31, 2024. 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 seventeen (17) pages inclusive of Attachment A, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

Equal Opportunity Clause: The 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 twenty-four thousand six hundred twenty dollars (\$124,620.00).

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

EARTH ENGINEERING CONSULTANTS, LLC

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. None.

Draft
Not for Signing

June 14, 2022



EARTH ENGINEERING
CONSULTANTS, LLC

Town of Wellington
3735 Cleveland Avenue
Wellington, Colorado 80549

Attn: Mr. Nathan Ewert (ewertna@wellingtoncolorado.gov) and
Mr. David Myer (myerdk@wellingtoncolorado.gov)

Re: Proposal for Construction Observation and Testing
Town of Wellington's Water Treatment Plant
10691 North Larimer County Road 11
Wellington, Colorado

Mr. Ewert and Mr. Myer:

We are pleased to submit this proposal to provide construction observation and testing services for the proposed Town of Wellington's Water Treatment Plant expansion project planned for construction at 10691 N. County Road 11 in Wellington, Colorado. We understand the project includes the infrastructure development and subsequent development of the site into the Town of Wellington's Water Treatment Plant. Infrastructure for the site will include sanitary sewer, storm sewer, and waterline installations, along with roadway and pavement improvements consisting of curb, gutter, and sidewalk, and composite pavement sections consisting of hot mix asphalt underlain by aggregate base course section, along with the construction of the WTP and the various structures, tanks and associated elements.

We provide the following as a brief introduction of Earth Engineering Consultants, LLC (EEC) to the Town of Wellington, and to the design team. EEC, established in 1993, is a full-service geotechnical engineering consulting firm and an accredited construction materials testing (CMT) consulting firm. Our Windsor, Colorado office is accredited by AASHTO in bituminous mixtures, soils, and aggregates. EEC is accredited and complies with laboratories meeting ASTM D3666 "Standard Specification for Minimum Requirements for Agencies Testing and/or Inspecting Road and Paving Materials", and AASHTO R18 "Establishing and Implementing a Quality System for Construction Materials Testing Laboratories." Our AASHTO R18 accreditation document is included herein and can be viewed by visiting <http://www.amrl.net>. For more detailed information on all of EEC's services please visit our web site at www.Earth-Engineering.com.

EEC appreciates the opportunity of providing the construction material testing (CMT) / quality control (QC) services for the referenced project on an as-needed/part-time basis when directed/scheduled by Hensel Phelps Construction Company's on-site project superintendent

4396 GREENFIELD DRIVE
WINDSOR, COLORADO 80550
(970) 545-3908 FAX (970) 663-0282
www.earth-engineering.com

and/or the Town of Wellington's representative. Our scope and associated costs will be based on the hourly rates and unit prices as presented herein and on the appended 2021 fee schedule. Based on review of the various documents, plans and specifications, and testing frequencies/tables provided by the project's structural engineering consultant submitted to our attention for review, we provide the following.

- Foundation Excavation / Open-Hole observation to verify site-specific soil conditions for the various structures – for each site visit – Level III Technician and/or Field Engineer – 3 hours per trip @ \$80.00/hour = \$240.00 (may be combined with other site visits to obtain Proctor samples and/or for field density testing services). For bid purposes assume 12 trips @ \$240.00/trip = **\$2,880.00**
- Earthwork – field density testing services during foundation bearing stratum preparation, subgrade preparation, foundation backfill, utility trench backfills, pavement improvements, etc. – Level II – for each trip estimate 2-1/2 hours per each trip @ \$65.00/hour = \$162.50. For id purposes assume 260 days @ \$162.50/trip = **\$42,250.00**
 - Standard Proctor Test @ \$110.00 each plus \$105.00 for Soil Classification/Atterberg limits, etc. – Assume a minimum of 5 samples @ \$215.00 = **\$1075.00**
- Reinforcement observation of the designed foundation system – Footings, Foundation wall and floor slab and any Concrete Masonry Unit (CMU) construction – for each requested site visit assume 3 hours per trip for Level III and/or field engineer @ \$80.00 = \$240.00. For bid purposes assume 20 trips @ \$240/trip = **\$4800.00**
- Concrete testing services for the foundation system and floor slab and any exterior concrete flatwork, etc. – Level II @ \$65.00/hour plus \$20.00 per compressive strength cylinder. One complete concrete test, which would be performed in general accordance with American Concrete Institute (ACI) including slump, air content, unit weight, temperature and a minimum of 8 as per the Town of Wellington's requirements, (4" x 8") concrete cylinders for compressive strength testing, (1) cylinder for a 7-day test, (1) for a 14-day test, (3) cylinders for the average strength at 28-days, and (3) cylinders held for 56-days should the average @ 28-days not achieve the required design strength. Assume for each test there would be 2 trips, one the day of the test and the second the following day to pick up/retrieve the cylinders made the previous day plus an extra trip to retrieve the cylinders the following day. Depending upon scheduling/coordination of our services the cylinder pick up may be combined with another trip. For bid purposes we are assuming 2 trips for each concrete test. For each concrete test it takes about 2-1/2 hours for on-site testing services as described herein which includes the preparation of 8 cylinders, plus the retrieval of cylinders, therefore estimate 3-1/2 hours (+/-). For capping and preparing the cylinders for compressive strength testing we charge a unit

cost of \$20 per cylinder as indicated on our typical unit price fee schedule. For this project we would estimate a unit rate for each concrete at $(3.5 \text{ hours} * \$65 \text{ plus } 8 \text{ cylinders} * \$20) = \$387.50$. For estimating purposes there's approximately 3240 cy of concrete. At 1 test per every 50 cy and/or 1 per day, that would be a minimum of 65 tests equating to a CMT/QC cost of about **\$25,187.50** for concrete alone

- CMU Prism and CMU grout testing for any CMU wall Construction -for each set of 3 CMU Prisms we charge a flat rate of \$375 and a flat rate for 3 grout cylinders per set @ \$150 per set. For bid purposes assume 5 sets @ \$150/set = **\$750.00** and 5 sets @ \$375 each = **\$1875.00**
- Non-Destructive Testing (NDT) services for any steel erection (bolts welds, etc.) scope of services – for each trip assume 3 hours for our in-house certified NDT Inspector @ \$98.00 = \$294.00. For bid purposes assume 30 trips @ \$294.00 ea = **\$8820.00**
- For specialty welding services such as CJP and UT welding, we subcontract that scope to local certified firm Inspection Services Inc. (ISI) – for each CJP and/or UT trip assume a flat rate at \$400 per trip. For bid purposes assume 30 trips @ \$400 each= **\$12,000**
- Mileage - assume approximately 54 miles round trip from EEC's Windsor office to the project site in Wellington @ \$0.58 = \$31.32 per trip. For bid purposes assume at least 350 trips @ 31.32/trip = **\$10,962.00**
- Senior Engineer for consultation, review, summarize and bi-monthly reports @ \$150.00/hour. For bid purposes assume at least 1 hour per week for 2 year period 110 hours @ \$150.00 = **\$16,500**
- Secretarial/ data entry and AutoCAD @ \$65.00/hour. For bid purposes assume at least 1 hour per week for 2 year period 110 hours @ \$65.00 = **\$7,150**
- Hot Mix Asphalt pavement samples – daily samples 1 per every 500 tons – for bid purposes assume 6 samples @ \$195.00 = **\$1170.00**
- Total estimated cost based on trip charges and unit prices as presented herein = **\$124,620**
- EEC will only charge for actual time and hours spent on the project. Multi-tasking services could save on the numbers of trips and end up being cost effective in reducing the overall expense.

The field observation and testing services by EEC would be performed by Level II engineering technicians. Those technicians would be directly supervised by a Colorado registered professional engineer. Consulting regarding geotechnical and materials questions which arise during construction can be provided by the project engineer; however, those services are not included in our cost estimate.

Based on the attached estimates, we believe total cost of construction observation and testing services could be in the range of \$112,500 to \$125,000. The low range of the estimate assumes

Town of Wellington – WTP
Wellington, Colorado
June 14, 2022
Page 4

efficiencies in the construction schedule and efficiencies in scheduling of observation and testing (i.e., observation and testing of multiple items during the same site visit). Invoices for this project would be assessed using the rates outlined on our attached estimate based on the actual units of work performed. This estimate does not include contingencies for weather problems, design difficulties, or other construction difficulties which may arise. We recommend an allowance be provided in the budget for additional unanticipated testing. We intend to provide the CMT/QC site observation and testing services from our local Windsor office located at 4396 Greenfield Drive, approximately 54 miles round trip to and from the project site.

This proposal/scope of services is based on our understanding of the project and the required testing services/frequencies that are standard protocol for the Town of Wellington. EEC will invoice for the testing services performed and time duration to conduct the services as required. Combining trips to perform backfill density for the various utility alignments could reduce the number of trips and hours involved for the testing services.

We appreciate the opportunity to be of service to you on this project. Our General Conditions for providing the outlined services are attached and are considered a part of our proposal. If you have any questions concerning this proposal, or if we can be of further service to you in any other way, please do not hesitate to contact us.

Very truly yours,
Earth Engineering Consultants, LLC



David A. Richer, P.E.
Senior Project Engineer

NOTICE TO PROCEED

ACCEPTED BY: _____

(Individual)

FOR: _____

(Company)

DATE: _____

BILLING INFORMATION

BILLING CONTACT: _____

BILLING ADDRESS: _____

EMAIL FOR INVOICES: _____

Draft
Not for Signing



CERTIFICATE OF ACCREDITATION



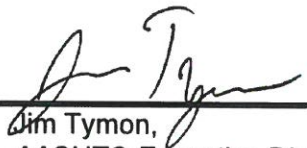
Earth Engineering Consultants, LLC.

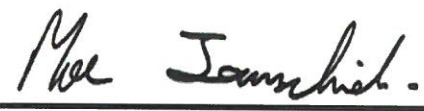
in

Windsor, Colorado, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).


Jim Tymon,
AASHTO Executive Director


Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 04/01/2020 at 1:40 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

Earth Engineering Consultants, LLC
FEE SCHEDULE FOR
CONSTRUCTION OBSERVATION / MATERIALS TESTING

PROFESSIONAL AND TECHNICAL PERSONNEL - HOURLY RATES

Principal Engineer (P.E.)	\$195.00/h
Senior Project Engineer (P.E.)	150.00/h
Project Engineer (P.E.) or Project Geologist.....	120.00/h
Field Engineer	98.00/h
Structural Steel Inspector / Non-Destructive Testing (NDT) Services	98.00/h
Level III Engineering Technician.....	80.00/h
Level II Engineering Technician	65.00/h
Level I Engineering Technician	50.00/h
Mileage.....	(Current Federal Reimbursement Rate)

LABORATORY TESTING - Materials FOB EEC Laboratory

The outlined test items represent commonly requested laboratory test procedures for construction. Testing for a much greater range of procedures can be completed by EEC laboratories and fees for additional items can be provided on request.

Soils and Aggregate

Standard Proctor	\$110.00/ea
Modified Proctor.....	130.00/ea
Relative Density.....	200.00/ea
Atterberg Limits.....	65.00/ea
Moisture Content/Visual Classification.....	17.50/ea
Swell/Consolidation.....	70.00/ea
Specific Gravity - Fine or Coarse.....	95.00/ea
Gradation Analysis - NOT WASHED*	
Greater than 3" maximum size.....	quoted per material
3" to 1" maximum size	125.00/ea
Less than 1" maximum size	85.00/ea
*Add \$40.00 per sample for minus 200 Wash	
Hydrometer Analysis (with gradation)	350.00/ea
Hveem R-Value	390.00/ea
Falling Head Permeability	200.00/ea
Constant Head Permeability	350.00/ea

Concrete and Masonry

Concrete Compressive Strength (includes disposable cylinders)	\$20.00/ea
Core Strength (2" to 6" dia, coring and trimming extra)	65.00/ea
Core Density	60.00/ea
Mortar Compressive Strength.....	25.00/ea
Grout Compressive Strength.....	50.00/ea
Hollow Prism Compressive Strength.....	125.00/ea
Solid Prism Compressive Strength	150.00/ea

Asphalt

Bitumen Content – Ignition Oven.....	\$120.00/ea
Bitumen Content & Gradation	195.00/ea
Core Density (Already Trimmed).....	60.00/ea
Rice Value Determination	85.00/ea
Volumetric Testing (3 Points w/ Rice)	390.00/ea

EARTH ENGINEERING CONSULTANTS, LLC

GENERAL CONDITIONS FOR TESTING AND OBSERVATION SERVICES

SECTION 1: Scope of Work

EARTH ENGINEERING CONSULTANTS, LLC (EARTH ENGINEERING) shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work shall change, even as the work is in progress. EARTH ENGINEERING will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. EARTH ENGINEERING can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the addition work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Personal Responsibility

The presence of EARTH ENGINEERING field representatives will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 3: Meaning of "Observation"

The term "observation" implies only that we would observe the progress of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements.

SECTION 4: Meaning of "Inspection"

The term "inspection" refers to the visual observation of construction to permit EARTH ENGINEERING, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, EARTH ENGINEERING makes no guarantees for, and has no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. EARTH ENGINEERING has no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

SECTION 5: Accuracy of Test Locations and Elevations

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

SECTION 6: Degree of Certainty of Compliance

With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client. The degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.

SECTION 7: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise EARTH ENGINEERING of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which EARTH ENGINEERING may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by EARTH ENGINEER'S employees, agents or subcontractors.

SECTION 8: Reports and Invoices

EARTH ENGINEERING will furnish electronically transmitted pdf copies of the report(s) to the client and any other designated recipients (s). Hard copies can be furnished upon request.

EARTH ENGINEERING will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and three-quarters (1¾%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. If payment in full is not submitted when due, EEC may immediately cease work. EEC shall be entitled to recover attorney fees, court costs and any other cost of collection which is incurred collecting amounts due on this contract.

SECTION 9: Ownership of documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by EARTH ENGINEERING as instruments of service, shall remain the property of EEC, unless there are other contractual agreements.

SECTION 10: Confidentiality

EARTH ENGINEERING shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential." EARTH ENGINEERING shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of EARTH ENGINEERING against claims or liabilities arising from performance of services under this agreement. EARTH ENGINEERING'S obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

GENERAL CONDITIONS
TESTING AND OBSERVATION
PAGE 2

SECTION 11: Standard of Care

Services performed by EARTH ENGINEERING under this agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by EARTH ENGINEERING and that the data, interpretations and recommendations of EARTH ENGINEERING are based solely upon the data available to EARTH ENGINEERING. EARTH ENGINEERING will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 12: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: Limitation of Liability

The client agrees to limit EARTH ENGINEERING'S liability to the owner and all construction contractors and subcontractors on the project arising from EARTH ENGINEERING'S professional acts, errors, or omissions, such that the total aggregate liability of EEC to all those named shall not exceed \$50,000 or EARTH ENGINEERING'S total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of EEC's liability for damages suffered by the contractor or the subcontractor arising from EARTH ENGINEERING'S professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of EARTH ENGINEERING'S professional acts, errors or omissions.

SECTION 14: Insurance and Indemnity

EARTH ENGINEERING represents that it and its staff are protected by worker's compensation insurance and that EARTH ENGINEERING has such coverage under public liability and property damage insurance policies which EARTH ENGINEERING deems to be adequate. It is the policy of EARTH ENGINEERING to require certificates of insurance from all consultants or subcontractors employed by EARTH ENGINEERING. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, EARTH ENGINEERING agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from negligent acts of EARTH ENGINEERING or its employees. EARTH ENGINEERING shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. EARTH ENGINEERING shall not be responsible for any loss, damage or liability arising from any acts by the client, its agents, staff or other consultants employed by others.

EARTH ENGINEERING'S compensation hereunder is not commensurate with potential risk of injury or loss that may be caused by exposures to pollution, hazardous waste or toxic or other dangerous substances or conditions. Accordingly, except as expressly provided in this contract, the client waives any claim against EARTH ENGINEERING and agrees to indemnify and save EARTH ENGINEERING, its agents, and employees harmless from any claim, liability or defence cost for injury or loss sustained by any party from such exposures allegedly arising out of or related to EARTH ENGINEERING'S performance of services hereunder.

SECTION 15: Termination

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, EARTH ENGINEERING shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of EARTH ENGINEERING required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 16: Assigns

Neither the client nor EARTH ENGINEERING may delegate, assign, subwrite or transfer its duties or interest in this agreement without the written consent of the other party.

SECTION 17: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding EARTH ENGINEERING'S services.

June 6, 2022

Town of Wellington
3735 Cleveland Avenue
Wellington, CO 80549

Attention: Dave K. Myer, PE

Subject: Proposal for Construction Observation and Materials Testing Services
Wellington WTP Expansion
Wellington, Colorado
Proposal Number: FC-22-0234

CTL Thompson, Inc. (CTL) is pleased to present this service agreement for construction observation and material testing (COMT) services related to the Wellington WTP Expansion project in Wellington, Colorado. We used the project plans provided in preparation of our proposal. We anticipate that our services will be required for soil compaction testing, concrete testing, masonry observation and testing, and structural steel inspection.

It should be emphasized that the fee estimate is based on assumptions of frequencies of requests for testing based on similar projects. Testing frequencies will vary depending on the construction schedule and the contractor's schedule. Our actual fee will be based on the hours charged and laboratory tests conducted at the unit rates presented in Exhibit B. If this proposal and the attached Service Agreement are acceptable, please complete, sign, and return a copy for our records.

Thank you for your consideration. We look forward to the opportunity to work with you on this project. When you are ready for us to begin work or if you have any questions, please contact the undersigned.

Respectfully Submitted,
CTL | THOMPSON, INC.



Heather Grubb
Field Department Manager
HGrubb@ctlthompson.com

Service Agreement

Parties	This Agreement is entered into this 6 th day of June 2022 between Town of Wellington, 3735 Cleveland Avenue, Wellington, CO referred to herein as "Client" and CTL Thompson, Inc., 400 North Link Lane, Fort Collins, Colorado 80524, referred to herein as "CTL."
Project	Client retains CTL to provide Construction Observation and Materials Testing (COMT) services in connection with the Wellington WTP Expansion project, Wellington, CO, referred to herein as "Project." Client's relationship to the Project is that of Contractor.
Scope	The scope of CTL's services is set forth in Exhibit A, which is part of this Agreement.
Fee	CTL agrees to provide the services set forth in this Agreement on a unit rate basis. Post-report consultation will be invoiced on a time and materials basis, as set forth in CTL's current Fee Schedule (Exhibit B), which is also part of this Agreement. The quoted fee shall remain available to Client for 30 days from the date of this Agreement, after which CTL may increase the fee. If Client desires to change CTL's scope of services, Client and CTL shall execute a written addendum to this Agreement setting forth CTL's revised scope of services and fee.
Invoices	CTL may submit interim invoices to Client and will submit a final invoice upon completion of its services. Invoices will detail charges for different personnel and expense classifications, a lump sum fee, or a percentage of completion, as appropriate. A more detailed itemization of charges and back-up data will be provided at Client's request. Payment is due upon presentation of each invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one-and-one half percent (1 1/2 %) per month on past due accounts, plus attorney fees and costs associated with collection.
Right-of-Entry	Client shall arrange for and provide CTL with safe access to the Project property, including access for necessary equipment, to allow CTL to complete its services. While onsite, CTL will take reasonable precautions to minimize damage to the Project property, but Client agrees that in the normal course of work some damage may occur, the correction of which shall not be CTL's responsibility.
Utilities	Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. CTL will request responsible utilities to locate off-site lines and public on-site lines when necessary for CTL's services. Client agrees to defend, indemnify and hold CTL harmless for damage to utilities or subterranean structures that are not correctly located by Client or the responsible utility.
Samples	CTL will retain soil and rock samples for thirty (30) days after submitting the report on those samples. Construction materials samples collected and tested, if any, will be disposed of after testing. Further storage or transfer of samples can be arranged at Client's expense, upon written request.
Ownership of Documents	CTL retains ownership and copyrights of all work product, reports, field data, field notes, laboratory test data, calculations, estimates, design plans, and other documents CTL prepares in connection with this Agreement. Client is licensed to use these Instruments of Service solely for the purpose they were prepared in furtherance of this Agreement. Client shall not reproduce, use or alter CTL's Instruments of Service for other projects, or for making future modifications to the Project, without CTL's prior written consent. If CTL terminates this Agreement for non-payment, Client shall not be entitled to use CTL's Instruments of Service for any reason. CTL shall retain delivered Instruments of Service in electronic form for five (5) years following completion of its services, during which period the Instruments of Service shall be made available to Client during regular business hours.

Job Site

Client shall require the construction contractors and subcontractors to assume sole and complete responsibility for job site conditions at the Project, including the safety of persons and property, and for construction means, methods, techniques and sequences. Accordingly, Client shall defend, indemnify and hold CTL harmless from all claims for personal injury or property damage sustained due to the negligence of any contractor, subcontractor, or other person not under the control of CTL i) in safeguarding the worksite, ii) for using unacceptable materials in construction, iii) in constructing the Project, and iv) for claims arising under workers' compensation laws.

Standard of Care

CTL shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTL makes no express or implied warranty in connection with the performance of its services.

Client acknowledges that subsurface conditions may vary from those CTL encounters at the location where CTL performs borings, test pits, surveys, or explorations (if any) and that CTL's data, interpretations and recommendations are based solely on the information available to it. Client also acknowledges that the performance of soils depends on variables beyond the control of CTL and therefore, CTL cannot and does not guarantee the performance of soils at the Project property. CTL will be responsible for its data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretation or implementation by others of the information developed.

Limitations on Claims

Any claim or cause of action between Client and CTL including, but not limited to, claims for contribution and indemnity, shall be deemed to have accrued and the applicable statutes of limitation and repose shall commence to run no later than the date of substantial completion of CTL's services under this Agreement. Substantial completion shall be deemed to occur no later than the date CTL issues its final invoice under this Agreement.

In the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be brought against CTL as a corporation only, and not against any of CTL's individual employees, engineers, agents, officers, directors or shareholders.

The services CTL provides pursuant to this Agreement are solely for the benefit of Client. Neither CTL nor Client intends to confer a benefit on any other person or entity. To the extent any other person or entity benefits from the services CTL provides, such benefit is purely incidental and such person or entity shall not be deemed a third party beneficiary of this Agreement.

Client and CTL waive claims against each other for consequential, incidental, indirect, special, exemplary or punitive damages arising out of the services CTL performs pursuant to this Agreement. This mutual waiver includes, but is not limited to, claims for loss of use, product, rent, income, profit, financing, business, and reputation, for delay damages of any kind, for lost management and labor productivity, lost opportunity to complete other projects, and for increased construction and financing costs.. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.

Limitation of Liability

Client agrees CTL's total aggregate liability to Client and others for all injuries, claims, losses, damages, and expenses (including costs, expert fees, attorney fees, and interest) arising out of CTL's services for the Project shall be limited to the greater of \$50,000 or CTL's fee for the services rendered pursuant to this Agreement. This limitation shall apply regardless of the nature of the claim made or the theory of liability pursued, including but not limited to, negligence, strict liability, breach of contract, breach of warranty, contribution, and indemnity. CTL will have no liability to Client or others for damages resulting from the failure of Client or others to follow CTL's recommendations.

Value Engineering	If Client directs CTL or others to revise the Construction Documents to include value engineering, value reduction, or substitution proposals (VE Proposals) made by others, and CTL does not recommend acceptance of the VE Proposals, then Client shall release, indemnify, and defend CTL from and against all claims, damages, losses, liabilities, costs and attorney fees arising from the inclusion of the VE Proposals into the Project.
Insurance	CTL represents that it, its employees, and the consultants it retains are protected by worker's compensation insurance, and that CTL has such coverage under commercial general liability, property damage, and professional liability insurance policies as CTL deems to be adequate. CTL will provide Certificates for these insurance policies to Client upon written request. CTL shall in no event be responsible for any loss or damage beyond the amounts, available limits, and conditions of these insurance policies.
Termination	Either party may terminate this Agreement for cause upon seven (7) days written notice if the other party substantially fails to perform its obligations hereunder. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Client shall pay CTL for services performed to the termination notice date, plus reasonable termination expenses.
Hazardous Materials	Client represents that Client has made a reasonable effort to evaluate whether hazardous materials are on or near the Project property and has informed CTL of any information or findings relative to the possible presence of hazardous materials. Should unanticipated hazardous materials be discovered in the course of CTL's performance of its services, such discovery shall constitute a changed condition mandating a renegotiation of the scope of services, or termination of services. Should the discovery of unanticipated hazardous materials require CTL to take immediate measures to protect health and safety, Client agrees to pay CTL for costs incidental to taking such measures and for necessary decontamination or replacement of affected equipment. CTL agrees to notify Client promptly when it encounters unanticipated or suspected hazardous materials. Client agrees to make any disclosure required by law to appropriate government agencies. Furthermore, Client agrees to defend, indemnify, and hold CTL harmless from all liability arising from discovery by anyone of hazardous materials or suspected hazardous materials.
Humidity, Moisture Vapor & Mold	Unless specifically stated, services intended to control humidity, moisture vapor, and mold are expressly excluded from this Agreement. Client acknowledges that the growth of mold, some of which may be harmful to human health, can be caused or exacerbated by conditions which occur inside or outside habitable structures. If Client desires services intended to reduce humidity, moisture vapor and mold, CTL can provide such services for an additional fee. If such services are not expressly undertaken by CTL, Client agrees to indemnify, defend and hold CTL harmless from all claims alleging that CTL caused, contributed to, or failed to prevent injury and damage related to the presence of humidity, moisture vapor or mold.
Work by Others	In performing services under this Agreement, CTL shall be entitled to rely upon the accuracy and completeness of information, reports, recommendations, and design services provided by Client, contractors, or other consultants, and CTL shall have no liability for claims or damages resulting from errors and omissions in the same.
Applicable Law	The law of the State of Colorado shall govern the validity of this Agreement, and its interpretation, enforcement, and performance. Should any provision of this agreement be found to be unenforceable, the remainder of this Agreement shall nonetheless remain valid and binding.

Service Agreement



Entire Agreement

This Agreement shall be the entire agreement between Client and CTL and shall supersede any other agreement relating to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, if Client authorizes CTL to proceed with its services or if CTL begins performance of its services, this Agreement shall become an enforceable agreement between the parties regardless of whether either party has signed this Agreement.

Authorization CTL

Client

Signature
Heather Grubb

Name
Field Department Manager

Title
June 6, 2022

Date

Signature

Name

Title

Date

Exhibit A

Scope of Services – Wellington WTP Expansion

CONSTRUCTION OBSERVATION AND MATERIALS TESTING

1. EARTHWORK OBSERVATION and DENSITY TESTING OF FILL AND BACKFILL: A representative of CTL will be available each day on a part-time basis during the placement of fill to observe the contractor's progress and methods, and to perform density tests as requested. Testing methods used will be in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or as requested by the Client to evaluate conformance of fill materials with project specifications.
2. CONCRETE TESTING: A representative of CTL will perform concrete and materials testing in accordance with project specifications. A copy of information regarding each test will be given to the Client at the project site the day the concrete is sampled. Subsequent test results of compressive strength testing will be mailed to the Client and parties designated by the Client following testing at each age.
3. MASONRY TESTING: Masonry testing will be performed on a part-time basis by a representative of CTL. Tests will be performed in general conformance with IBC standards and project specifications. CTL will rely upon the Client or Contractor to notify us when services are required.
4. STRUCTURAL STEEL WELD AND BOLT INSPECTION: Structural steel inspection will be performed by an ICC-certified Senior Materials Technician or a Project Engineer. High strength welded and bolted connections will be observed and tested in accordance with the project specifications. Discrepancies noted during our site visit will be reported to the contractor prior to leaving the site.

Exhibit B - Fee Estimate: Wellington WTP Expansion

EARTHWORK

Compaction testing may be required for site grading fill, pond embankment fill, footing subgrade, utility trench backfill, sidewalk/curb subgrade, pavement subgrade, and foundation wall backfill. Excavation observations and proof rolls may also be necessary. We estimate a total of 181 site visits and 12 proctors will be necessary for this project. In addition, we anticipate 2 additional gradations for the sand at the leach field, the rock at the Chemical Facility and 1 relative density proctor and gradation for the pipe bedding.

Sitework	<u>30</u>	Days	x	<u>4</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$9,600
Yard Piping	<u>15</u>	Days	x	<u>4</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$4,800
Solids Drying Beds	<u>13</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$2,080
Ozone Facility	<u>30</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$4,800
Fire Pump House	<u>1</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$160
Recycle Pump Station	<u>8</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$1,280
Chemical Injection Vault	<u>4</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$640
Backwash & Pump Station	<u>16</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$2,560
Chemical Facility	<u>8</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$1,280
Treatment Facility	<u>38</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$6,080
BWW EQ Ponds	<u>14</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$2,240
Leach Field	<u>4</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	\$640
Standard Proctor	<u>12</u>	Tests				x	<u>\$135</u>	/Test	=	\$1,620
Gradation/Atterberg Limits	<u>12</u>	Tests				x	<u>\$145</u>	/Test	=	\$1,740
Relative Density Proctor	<u>1</u>	Test				x	<u>\$220</u>	/Test	=	\$220
Additional Gradation	<u>3</u>	Tests				x	<u>\$60</u>	/Test	=	\$180
Review	<u>181</u>	Reports				x	<u>\$60</u>	/Each	=	\$10,860
Subtotal:										\$50,780

Exhibit B - Fee Estimate: Wellington WTP Expansion

CONCRETE

Concrete testing is required for the project. Testing will include slump, air content, unit weight, temperature and casting of five compressive strength cylinders for each test. We estimate 145 concrete tests will be necessary for this project.

Sitework	<u>12</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$2,340
Ozone Facility	<u>32</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$6,240
Fire Pump House	<u>2</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$390
Recycle Pump Station	<u>2</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$390
Chemical Injection Vault	<u>3</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$585
Backwash & Pump Station	<u>10</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$1,950
Chemical Facility	<u>24</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$4,680
Treatment Facility	<u>60</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$11,700
Shrinkage Tests	<u>2</u>	Tests				x	<u>\$1,500</u>	/Test	=	\$3,000
Concrete Cylinders	<u>145</u>	Tests	x	<u>8</u>	Cyl/Test	x	<u>\$17</u>	/Cyl	=	\$19,720
Subtotal:										\$50,995

MASONRY

Masonry observation and testing will be required for the elevator core. We estimate 21 days of masonry (2 site visits per day) and 3 sets of samples will be necessary for this project.

Masonry Observation/Testing	<u>21</u>	Visits	x	<u>5</u>	Hr/Visit	x	<u>\$85</u>	/Hr	=	\$8,925
Laboratory: High-Strength Grout Cubes	<u>3</u>	Sets				x	<u>\$150</u>	/Each	=	\$450
Laboratory: Grout Cores	<u>3</u>	Sets				x	<u>\$220</u>	/Each	=	\$660
Laboratory: Mortar Cubes	<u>3</u>	Sets				x	<u>\$150</u>	/Each	=	\$450
Laboratory: Pre-Construction Block	<u>2</u>	Sets					<u>\$250</u>	/Each	=	\$500
Laboratory: Prisms	<u>3</u>	Sets					<u>\$250</u>	/Each	=	\$750
Review	<u>21</u>	Reports				x	<u>\$60</u>	/Each	=	\$1,260
Subtotal:										\$12,995

STRUCTURAL STEEL WELD/BOLT INSPECTION

Visual inspection and non-destructive testing of the welded and bolted connections for the buildings may be required. We estimate 28 visits will be necessary.

Structural Steel Observation	<u>28</u>	Visits	x	<u>3</u>	Hr/Day	x	<u>\$100</u>	/Hr	=	\$8,400
Review	<u>28</u>	Reports				x	<u>\$60</u>	/Each	=	\$1,680
Subtotal:										\$10,080

TOTAL ESTIMATE	\$124,850
-----------------------	------------------



Board of Trustees Meeting

Date: June 28, 2022

Submitted By:

Subject: Wellington Senior Resource Center (WSRC) Annual Contract Renewal

- **Presentation:** Jenny Jones, Public Works Program Administrator

EXECUTIVE SUMMARY

Wellington Senior Resource Center, Inc. (WSRC) has had a long-standing relationship with the Town. Part of the WSRC charter in connection with Larimer County Office on Aging Funding (LCOA) is to provide transportation to medical appointments for Wellington Seniors. Transportation is provided via the Senior van(s) which belongs to WSRC, Inc. The Town has historically provided fuel, maintenance, and vehicle insurance and registration for the Senior van(s), and the Town has provided the Leeper Center for their use for various activities through this annual contract. The purpose of this agenda item is to renew the annual contract between the WSRC, Inc. and the Town of Wellington. The Town covers the cost of fuel and maintenance for the program as required by Larimer County Office on Aging. The 2022 budget was estimated at \$6,000; expenditures are currently at \$7,333.41 due to an unexpected increase in gas expenses.

BACKGROUND / DISCUSSION

This contract is the standard contract used for previous renewals with an increase in fuel and maintenance to align with the increasing cost of gas. For this annual contract renewal, the Town has included the new van which was purchased with a fully funded grant from the Larimer County Office on Aging. For the 2021 contract renewal, the Town and the WSRC were aware of the grant award which allowed the Town to add the new van to the estimated cost of support as shown in Exhibit B. Due to adding a backup driver to accommodate the increasing transportation needs for our local Seniors, the insurance premiums for this renewal have increased as reflected in Exhibit A.

STAFF RECOMMENDATION

Staff recommends to renew the contract between Wellington Senior Resources, Inc. and the Town of Wellington, which includes support costs for fuel, maintenance, and vehicle insurance and registration for the senior vans for a contract year effective from June 28, 2022 through June 30, 2023 with subsequent renewals to be in line with LCOA fiscal/grant year. All expenses will be paid from **GL #: 201-13-5933**.

ATTACHMENTS

1. 2022 WSRC Renewal Contract

Town of Wellington & Wellington Senior Resource Center Agreement

This agreement is made June 28, 2022, by and between the Town of Wellington, Colorado, herein referred to as the "Town", and Wellington Senior Resources, Inc., hereafter referred to as "WSRC", for the purpose of allocating space at the Leeper Community Center to serve as the Wellington Senior Resource Center and to renew the Town's historical commitment to provide maintenance, fuel, and vehicle registration and insurance costs for the WSRC Senior Van(s). This agreement shall be effective from June 28, 2022 through June 30, 2023. This contract aligns with the Larimer County Office on Aging Funding's, hereafter referred to as "LCOA", grant year. LCOA provides funding to support the Wellington Senior Resources, Inc. activities.

1. Purpose of the Agreement

It is the intent of WSRC to assume partial maintenance, as defined in Section 3 of this agreement of the community room and kitchen at the Leeper Community Center, 3800 Wilson Avenue, Wellington, Colorado, (herein referred to as the "Center") in lieu of rent to the Town.

2. Services to be Provided by the Town

In return for the services outlined in this agreement, the Town agrees to provide, without charge, the following services to WSRC:

- a) Use of the community room, kitchen, and office at the southeast corner of the Center from 8:00AM to 2:30PM on Monday, Wednesday, and Friday each week.
- b) Use of the community room of the Center all day the 2nd Saturday of each June for the Town Garage Sale.
- c) Use of the community room for the 1st Saturday each December from 7:00AM to 2:30PM for the annual WSRC fund-raiser.
- d) Use of the lawn and patio outside the Center for lawn and outdoor activities on the days and times outlined above.
- e) Use of the kitchen and bathroom facilities on the days and times outlined above.
- f) Use of the Shed as needed.
- g) The Town will provide fuel, maintenance, and the required vehicle registration and insurance coverage costs for the Senior Van(s) (see Exhibit A).
- h) The Town will also continue to provide normal janitorial bathroom supplies such as toilet paper, paper towels and soap.
- i) Website assistance for all updates and special event notification.
- j) Facilitate the volunteer driver selection. The WSRC agrees to not allow any person to operate any Town-insured vehicle(s) who has traffic infractions totaling more than four (4) points within the prior three (3) years. The WSRC shall require an initial driving record review upon volunteer sign up and an annual review thereafter. The WSRC shall promptly notify the Town of any new volunteer drivers. If the Town learns that any volunteer driver has a driving record that would disqualify him or her from volunteering, the Town will promptly notify WSRC.

3. Services to be Provided by WSRC

Assist the Town to advertise and promote the use and availability of the Center through:

- a) Newspaper articles and advertisements
- b) Posters at strategic locations
- c) Newsletters
- d) Larimer County Office on Aging Services
- e) Word of mouth to residents throughout the Town and surrounding community.

4. Maintenance Provided by WSRC

Cleaning and organization of:

- a) Oven
- b) Refrigerator and freezer
- c) Chairs and tables
- d) Floor “spot” cleaning
- e) Vacuum if needed
- f) Trash receptacles
- g) Contents of kitchen cabinets
- h) Bathrooms in community room, including tissues and towels, soap, and spot clean/mopping as needed
- i) Dusting and wiping down kitchen, community room and WSRC office
- j) Light snow removal (broomable dusting)
- k) Outdoor perimeter clean-up of small trash.

5. Maintenance provided by Town

- a) Painting and repair of interior and exterior
- b) Lawn care and maintenance
- c) Snow removal (other than item 4.j above)
- d) Major floor maintenance including floor stripping and waxing
- e) Light bulb and fixture replacement
- f) Weekly cleaning as needed (other than items mentioned in 4. a-k)
- g) Standard vehicle maintenance on the Senior Van(s), fuel for operations, and vehicle registration and insurance costs as required by the Larimer County Office on Aging Funding.

6. Provisions

- a) This agreement shall be effective from **June 28, 2022 through June 30, 2023.**
- b) This agreement does not automatically renew and must be renewed annually under the following provision:
 - i. *Prior to, but no later than the expiration date of this agreement, the designated representative or spokesperson for WSRC shall come before the Wellington Board of Trustees with an accounting of the WSRC activities for the previous year and their relation to the continued use of the facilities of the Center. The purpose of this provision is to ensure, in the least, an annual accounting of the status of the Center, and an opportunity for the WSRC to request any additional assistance from the Board or propose changes to this agreement.*

- c) Subsequent renewals shall take place no later than June 30th.
- d) Expiration or renewal of this agreement is solely the responsibility of WSRC.
- e) It shall be the sole responsibility of the Town to purchase supplies as needed to fulfill the maintenance obligations contained in this agreement.
- f) The WSRC agrees to provide the Town with a schedule of cleaning hours and days as to prevent scheduling conflicts for the use of the Center.
- g) The WSRC shall contact the Town Hall and request scheduling of the Center if the Center is needed for additional use other than the times stated in this agreement. The Town will work to accommodate additional requests beyond the normal M, W, F schedule within reason, and at no additional cost to WSRC.
- h) The Town reserves the right to schedule the Center for use at any other time which do not conflict with the times and days of use as stated in this agreement and shall be responsible for the inspection and use of the facility and equipment, collection of rent, damage deposits, and admission of renters for using any or all of the center and its equipment.
- i) All equipment within the WSRC office that is the property of WSRC will not be used or removed without the permission of the designated WSRC spokesperson.

SIGNATORS:

Wellington Senior Resources, Inc.

Town of Wellington

Director

Calar Chaussee, Mayor

ATTEST: _____

Krystal Eucker, Town Clerk

Exhibit A

**Town of Wellington
Compilation of Estimated Support
Wellington Senior Resource Center
June 28, 2022 – June 30, 2023**

	Annual	Monthly
Fuel & Maintenance – Senior Van	\$8,415.00	\$701.25
Value of Leeper Center use	\$19,500.00	\$1,625.00
Approximately 15 hours a week (52 weeks \$25.00 hour)		
Actual Insurance Premium – Progressive		
2010 Starcraft AllStar Van*	\$2,003.00*	\$166.92*
2021 Starcraft AllStar Van	\$3,183.00	\$265.25
	<u>\$33,101.00</u>	<u>\$2,758.42</u>

* The Town will be assisting with the sale of this vehicle on our GovDeals platform before the end of the year.

Exhibit B

**Town of Wellington
Compilation of Estimated Support
Wellington Senior Resource Center
June 30, 2021 – June 30, 2022**

	Annual	Monthly
Fuel & Maintenance – Senior Van	\$5,500.00	\$458.33
Value of Leeper Center use	\$19,500.00	\$1625.00
Approximately 15 hrs a week		
(52 weeks \$25.00 hour)		
Actual Insurance Premium – Progressive		
2010 Starcraft AllStar Van	\$1054.00	\$87.83
2021 Starcraft AllStar Van	\$2613.00	\$217.75
	<u>\$28,667.00</u>	<u>\$2,388.91</u>

Board of Trustees Meeting

Date: June 28, 2022
Submitted By: Dean Campos
Subject: Authorization to Purchase Parks Truck

- **Presentation: Dean Campos, Parks and Recreation Manager**

EXECUTIVE SUMMARY

A request is being made to purchase a parks truck for \$31,546. A parks truck was budgeted in the current CIP funding for 2022 at \$30,000.

BACKGROUND / DISCUSSION

The truck that the Parks and Recreation Department currently uses to tow trailers and transport mowers will not pass emissions and has reached its life span at 187,000 miles. This truck is essential to the Town's park maintenance efforts in relation to the 80 acres of landscape the Parks and Recreation Department oversees and maintains. The Town received a bid from Dellenbach Motors in the amount of \$31,546; this was the lowest bid received. Staff is requesting approval of an additional \$1,546 to purchase the parks truck to ensure staff can consistently maintain the Town's Parks, Trails and Open Spaces.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve the purchase of a truck from Dellenbach Motors in the not to exceed amount of \$31,546.
2. Vote to deny additional funding in the amount of \$1,546.

Staff recommends option #1.

ATTACHMENTS

1. PARKS TRUCK INVOICE WELLINGTON DUPLICATE 22 (1)



DELLENBACH MOTORS

KELLEY WILLCOX | 970-226-2438 EXT 109 | kwffleet@gmail.com

6/7

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

BASED ON 2022 STATE AWARD F3

\$28,521 - BASE

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20753	2022 Chevrolet Silverado 2500HD 4WD Double Cab 149" Work Truck	\$44,700.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
JGC	GVWR, 10,350 lbs. (4695 kg) (STD) (Included and only available with CC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

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Data Version: 16670. Data Updated: Jun 6, 2022 6:16:00 PM PDT.



DELLENBACH MOTORS

KELLEY WILLCOX | 970-226-2438 EXT 109 | kwfleet@gmail.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

WHEELS

CODE	DESCRIPTION	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZHJ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00

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Data Version: 16670. Data Updated: Jun 6, 2022 6:16:00 PM PDT.



DELLENBACH MOTORS

KELLEY WILLCOX | 970-226-2438 EXT 109 | kwffleet@gmail.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (RGE) Safety Confidence Package.)	INCL \$225.00

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
RVQ	LPO, Black tubular assist steps, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	\$775.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR or FRC. Not available with FDR or FGO order type.) *CREDIT*	\$45.00
VQ2	Fleet Processing Option	\$0.00
Options Total		\$955.00

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Data Version: 16670. Data Updated: Jun 6, 2022 6:16:00 PM PDT.



Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✔
Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$44,700.00
Total Options	\$955.00
Vehicle Subtotal	\$45,655.00
Destination Charge	\$1,795.00
Grand Total	\$47,450.00

WELLINGTON DUPLICATE 2500

YOUR PRICE \$29,296 + \$2,250 = \$31,546

THE \$2250 IS A GM CHARGE
TO PARTIALLY OFFSET ECONOMICS.

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Data Version: 16670. Data Updated: Jun 6, 2022 6:16:00 PM PDT.



LARIMER COUNTY SHERIFF'S OFFICE

Justin E. Smith, Sheriff

One Agency

One Mission

Public Safety

June 15, 2022

Town of Wellington
Attn: Patti Garcia, Town Administrator
PO Box 127
Wellington, Colorado 80549

Dear Ms. Garcia:

The Law Enforcement Services Agreement for the Town of Wellington obligates the Larimer County Sheriff's Office to provide monthly reporting.

In meeting the contract, for the month of **May 2022**, the Larimer County Sheriff's Office maintained six deputies, one corporal, and one sergeant providing full-time law enforcement for the Town. In addition, one half-time investigator, one full-time desk deputy, and one full-time School Resource Officer assisted the town with law enforcement activities.

During the month of **May 2022**, non-assigned deputies spent a total of **142.15** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **May 2022** there were **35.0** hours worked by Northern Colorado Drug Task Force.

Investigations – ongoing and active cases include:

Sex Crime – 3

Burglary – 1

Robbery - 1

Vehicle Theft – 1

Suspicious Circumstances – 1

Fraud/Forgery – 1

Assist Other Agency - 1

Administration
2501 Midpoint Dr.
Fort Collins, CO 80525
970 498-5100

County Jail
2405 Midpoint Dr.
Fort Collins, CO 80525
970 498-5200

Emergency Services
1303 N. Shields
Fort Collins, CO 80524
970 498-5300

Of Note:

Deputies conducted an investigation into threats of a student bringing a gun to Wellington Middle School. After several interviews with students and parents, the threat was deemed not credible; however, extra patrols between Wellington deputies and Reserve deputies were conducted.

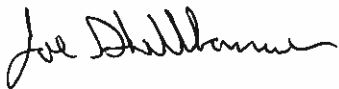
After the horrific events in Uvalde, Texas, which occurred the day before the last day of school in Wellington, Wellington and outside deputies conducted numerous extra patrols of the schools in town. There was a nearly constant presence at the schools before, during, and after school on the last day of school. This was meant to provide students and parents some reassurance of their safety.

Individual Wellington deputies participated in the following training throughout the month of May: Joint helicopter training with UCHealth and Wellington Fire District; Crisis Intervention Team training; Understanding Mexican Cartels and Narco Culture training; Advanced SWAT School; and Street Crimes (Officer Safety, Intelligence Gathering, Gang & Drug Investigations, Street Sources & Confidential Informants, etc.) training course.

Deputy Torrey assisted with the Open House at the Boys and Girls Club.

Pursuant to the Law Enforcement Agreement between the Town of Wellington and Larimer County, applicable documenting monthly forms are attached.

Thank you,

A handwritten signature in black ink, appearing to read "Joe Shellhammer". The signature is fluid and cursive, with the first name "Joe" being more prominent.

Captain Joe Shellhammer
(970) 498-5103
Attachments



LARIMER COUNTY SHERIFF'S OFFICE

Wellington Calls for Service and Patrol Time
(For Non-Wellington Officers)

Dispatch Dates between 05/01/2022 and 05/31/2022

Excluded from this report -

Squads: Civilian, Parks, and Investigations

Units: 9ME*, 9S27;9Z89;9E13;9E43;9E75;9E39;9366;9E65;9E49;9E7;9X106

Call Times by Month

	Call/Contact Time (Minutes/Hours)	Patrol Time (Minutes/Hours)	Totals
2022-05	6,240.28 104	2,288.5 38.14	8,528.78 142.15
Totals	6,240.28 104	2,288.5 38.14	8,528.78 142.15

Wellington Monthly Report

May 2022

Larimer County Sheriff's Office

Christine Harpel
Executive Assistant

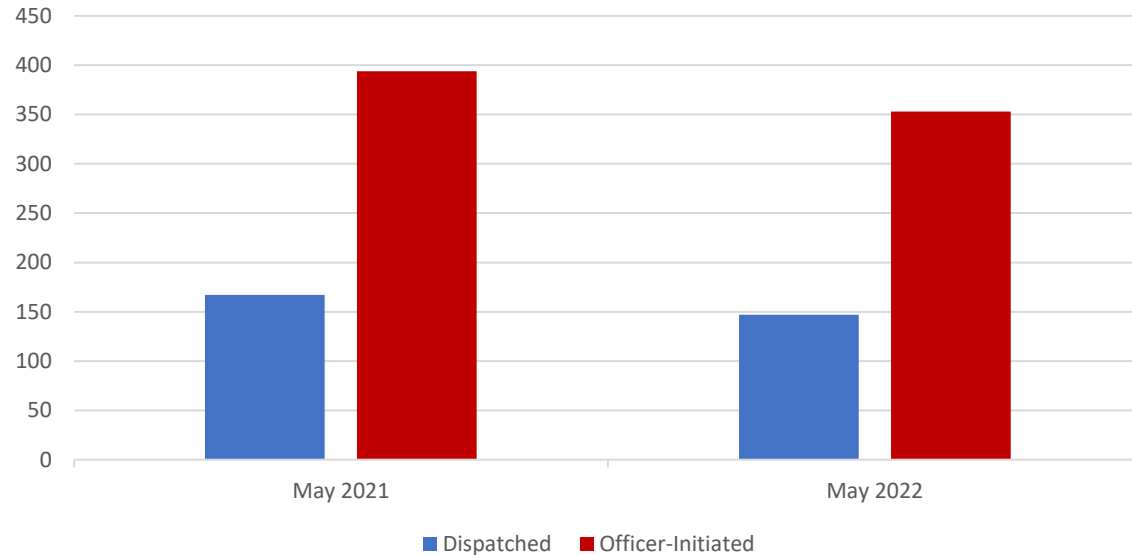
6/2/2022

May 2022 Totals

Dispatched / Officer-Initiated Activity

Dispatched Calls	147
Officer Initiated	353
May 2022 Total	500

Dispatched vs Officer-Initiated Activity



- Dispatched calls were Down 20 or 12% from May 2021
- Officer-Initiated Activity was Down 41 or 10% from May 2021

	May 2021	May 2022
Dispatched Calls	167	147
	30%	29%
Officer Initiated	394	353
	70%	71%
Total	561	500

- 29% were Dispatched Calls
- 71% was Officer-Initiated Activity

May 2022 Calls for Service

Calls for Service Comparison

Call Types A-M

Call Type	2019	2020	2021	Avg 19-21	2022	% Change 3-Yr Avg to 2022
9-1-1 Hangup	4	2	2	2.67	1	-63%
Alarm Calls	4	5	12	7.00	16	129%
Animal Calls	11	7	9	9.00	8	-11%
Assault	1	1	2	1.33	0	-100%
Assist Other Agency (Fire/Med)	20	10	10	13.33	11	-18%
Bar Checks	0	0	0	0.00	1	NC
Burglary	1	1	0	0.67	1	50%
Child abuse	0	1	0	0.33	0	-100%
Citizen Assist	11	18	20	16.33	14	-14%
Civil	14	8	14	12.00	19	58%
Criminal Mischief	1	4	3	2.67	4	50%
Death Investigation	1	0	1	0.67	0	-100%
Disturbance	10	6	7	7.67	7	-9%
Drug case	2	2	1	1.67	0	-100%
DUI Arrest	1	3	2	2.00	0	-100%
Extra Checks & Business Check	222	240	277	246.33	155	-37%
Family Problems	5	16	10	10.33	8	-23%
Fireworks Complaint	0	1	3	1.33	2	50%
Follow up	20	49	28	32.33	38	18%
Found property	2	1	1	1.33	3	125%
Fraud	5	7	5	5.67	9	59%
Harassment	5	6	3	4.67	2	-57%
Juvenile Problem	7	5	11	7.67	6	-22%
Littering	0	1	0	0.33	0	-100%
Lost Property	3	2	2	2.33	2	-14%
Mental Health Call	2	1	0	1.00	1	0%
Missing Person (Child/Adult)	1	4	2	2.33	3	29%
Motor Vehicle Accident	6	2	5	4.33	3	-31%
Municipal Code Violation	1	0	1	0.67	0	-100%

Call Types N-Z

Call Type	2019	2020	2021	Avg 19-21	2022	% Change 3-Yr Avg to 2022
Neighbor Problems	3	3	1	2.33	1	-57%
Noise\Party Complaint	5	6	5	5.33	6	13%
Pedestrian Contact/Subject St	6	10	1	5.67	7	24%
Private Tow	4	0	2	2.00	1	-50%
REDDI Report	5	1	2	2.67	4	50%
Restraining Order Violation	1	3	1	1.67	1	-40%
Safe 2 Tell	2	1	2	1.67	2	20%
School Check	29	0	10	13.00	17	31%
Sex Offense	2	0	3	1.67	0	-100%
Sex Offender Check	3	2	0	1.67	3	80%
Solicitor	0	1	1	0.67	0	-100%
Suicide Attempt	0	0	0	0.00	1	NC
Suicide Threat	0	2	4	2.00	3	50%
Suspicious Circumstances	25	27	27	26.33	25	-5%
Theft	3	7	6	5.33	14	163%
Traffic Problem	14	19	9	14.00	9	-36%
Traffic Stop	88	92	21	67.00	60	-10%
Trespass	0	1	1	0.67	1	50%
Vehicle Theft	0	1	0	0.33	1	200%
Vehicle Trespass	1	8	0	3.00	0	-100%
VIN Check	24	8	15	15.67	10	-36%
Warrant Attempt/Arrest	1	9	2	4.00	8	100%
Weapon Related (menacing)	0	1	1	0.67	0	-100%
Welfare Check	7	17	9	11.00	9	-18%
Unspecified	1	1	7	3.00	3	0%
TOTALS	583	623	560	588.67	500	-15%

NC = Not Calculable. Cannot divide by 0.

Calls for Service DOWN 60 or 11% from May 2021
May 2022 calls DOWN 15% from May 2019-2021 Average

May 2022 Call Categories

Crime Type Averages / Trends

Property Crimes					
Call Type	2019	2020	2021	Avg 19-21	2022
Burglary	1	1	0	0.67	1
Theft	3	7	6	5.33	14
Vehicle Theft	0	1	0	0.33	1
Vehicle Trespass	1	8	0	3.00	0
Property Crimes Totals	5	17	6	9.33	16

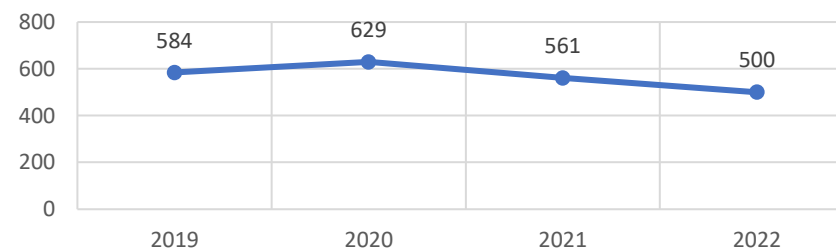
Persons Crimes					
Call Type	2019	2020	2021	Avg 19-21	2022
Assault	1	1	2	1.33	0
Missing Person (Child/Adult)	1	4	2	2.33	3
Robbery	0	0	0	0.00	0
Sex Offense	2	0	3	1.67	0
Weapon Related (menacing,	0	1	1	0.67	0
Persons Crimes Totals	4	6	8	6.00	3

Disorder/Other Crimes					
Call Type	2019	2020	2021	Avg 19-21	2022
Alcohol Calls	0	0	0	0.00	0
Animal Calls	11	7	9	9.00	8
Criminal Mischief	1	4	3	2.67	4
Disturbance	10	6	7	7.67	7
Drug case	2	2	1	1.67	0
Family Problems	5	16	10	10.33	8
Harassment	5	6	3	4.67	2
Juvenile Problem	7	5	11	7.67	6
Noise\Party Complaint	5	6	5	5.33	6
Suspicious Circumstances	25	27	27	26.33	25
Trespass	0	1	1	0.67	1
Disorder Crimes Totals	71	80	77	76.00	67

Red numbers indicate a DECREASE in crime from May 2021

Yellow backgrounds indicate an INCREASE in crime from May 2019-2021 Average

May 2019-2022 Totals



May 2022 Traffic

Traffic Citations	5/21	5/22
Traffic Citations Issued	1	8
Traffic Warnings	16	43

➤ Citations Issued Up 7

➤ Warnings Up 27

Call Type	5/21	5/22
Traffic Stop	21	60
Motor Vehicle Accident	5	3
DUI Arrest	2	0
Traffic Problem	9	9
REDDI Report	2	4

➤ Traffic Stops Up 39 or 186%

➤ MV Accidents Down 2

➤ DUI Arrests Down 2

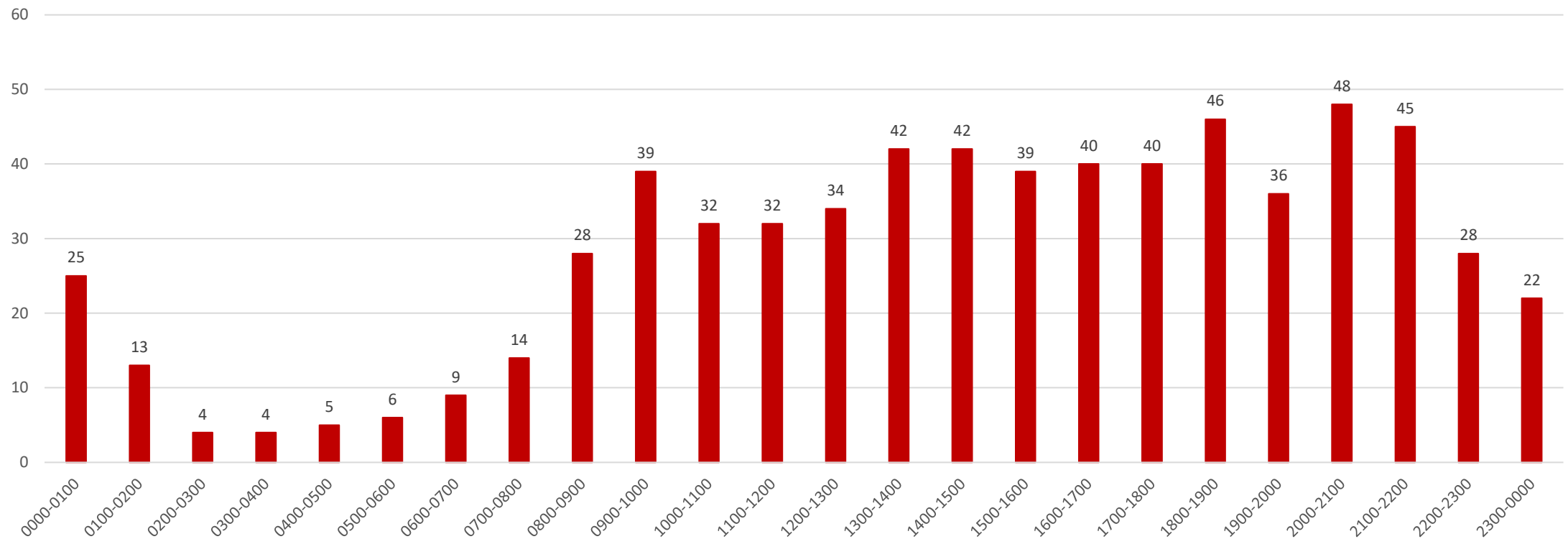
➤ Traffic Problems Equal

➤ REDDI Reports Up 2

May 2022

Call Totals by Hour

Busiest Hours
2000-2100 (48)
1800-1900 (46)

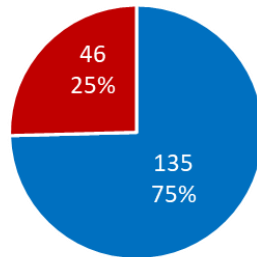


←→ 28 Calls between 0200-0700

May 2022

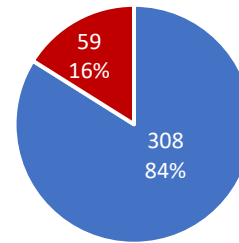
Wellington/Non-Wellington Units

Dispatched



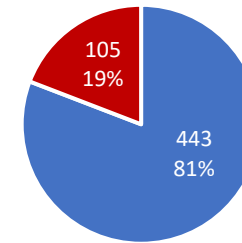
■ Wellington ■ Non-Wellington

Officer-Initiated



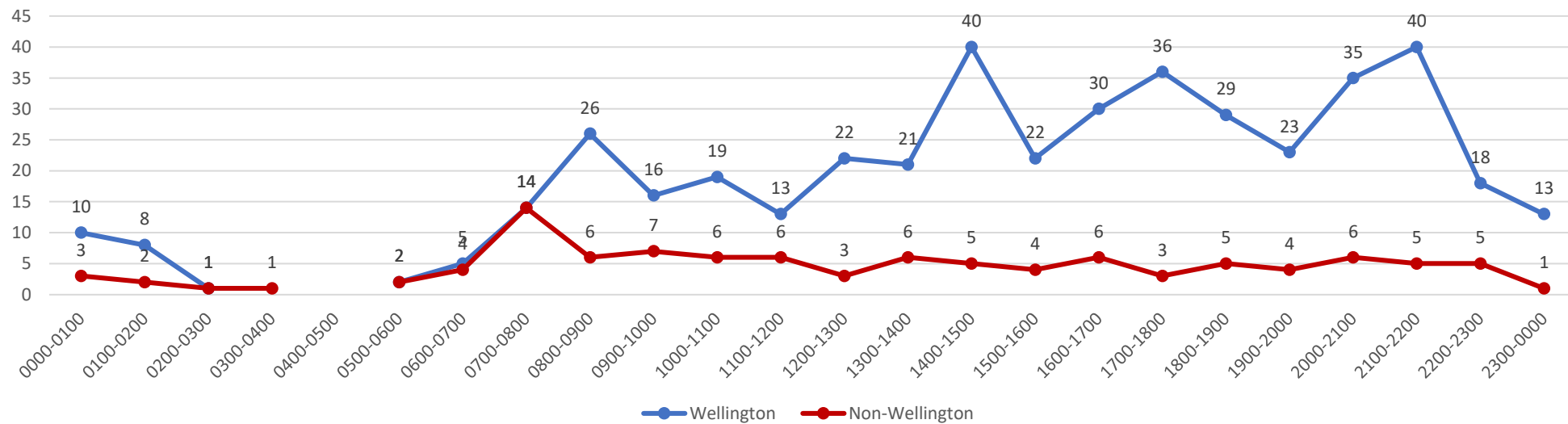
■ Wellington ■ Non-Wellington

Total Calls



■ Wellington ■ Non-Wellington

Wellington/Non-Wellington Calls by Hour



May 2022

Response Times / Time on Calls Dispatched Calls Only All Times in Minutes

Average Response Time (All Units)		
High		6.95
Medium		18.59
Low		27.62
Avg. Response Time		17.72

Average Time on Calls (All Wellington Calls)			
High			19.1
Medium			52.88
Low			36.52
Avg. Time			36.17



BOARD OF TRUSTEES PLANNING CALENDAR

July 5, 2022 6:30 p.m.	No meeting
July 12, 2022 6:30 p.m.	Board of Trustees Regular Meeting
July 12, 2022 Immediately following Regular Meeting	Board of Trustees Work Session 2022-2024 Strategic Plan Discussion
July 19, 2022 6:30 p.m.	Board of Trustees Work Session Purchasing Policy/ Grant Policy / Records from FEMA Site Visit Main Streets Presentation Fee Schedule Stormwater Masterplan Presentation
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 Transportation discussion - programs/projects/etc.
August 23, 2022 6:30 p.m.	Board of Trustees Regular Meeting
August 30, 2022	No meeting
September 13, 2022 6:30 p.m.	Board of Trustees Regular Meeting
September 20, 2022 6:30 p.m.	Board of Trustees Work Session

This document is subject to change without notice



BOARD OF TRUSTEES PLANNING CALENDAR

Future Work Session Topics:

Chapter 10 Recodification

Joint meeting with Larimer County Commissioners – August

Presentation of 2023 Budget

Additional Events:

July 4, 2022 – Parade and events

July 12, 2022 – Water Treatment Plant Groundbreaking – 6 pm

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