



**TOWN OF WIGGINS
SPECIAL BOARD MEETING
AGENDA**

August 12, 2020 AT 9:15 P.M.
Following Work Session
Start time is approximate

**304 CENTRAL AVENUE
WIGGINS, CO 80654**

**NOTE: MEETING WILL BE HELD VIA ZOOM
GO TO wigginsco.com FOR THE LINK**

I. INTRODUCTIONS

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda

II. CONSIDERATION OF RESOLUTION NO.28-2020 APPROVING EMPLOYEE HOUSING AGREEMENT

1. Resolution No.28-2020

III. ADJOURNMENT

1. Closing Remarks by Mayor and Adjournment of Meeting



STAFF SUMMARY

Board of Trustees Special Meeting

August 12, 2020

DATE: August 8, 2020

AGENDA ITEM NUMBERS: 2

TOPIC: Resolution Approving Employee Housing Agreement

STAFF MEMBER RESPONSIBLE: Tom Acre, Interim Town Manager

BACKGROUND:

The Town of Wiggins owns the farmhouse on County Road P near Kiowa Park. It has been vacant for several months. It was last leased to Jennifer Ferguson, a former Wiggins Police Officer. The Town has received a request from Officer Doug Erickson wanting to lease the farmhouse for at least one year. He would like to relocate his family to Wiggins; however, he has not found a house that fits his family's needs.

SUMMARY:

Staff has updated the Employee Housing Agreement previously used when the house was leased by Officer Ferguson. Leasing the farmhouse on County Road P would allow another Town of Wiggins Police Officer to reside in town full-time.

FISCAL IMPACT:

Allowing the lease should have minimal negative impact on the approved budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

This would support the Board's desire to have Police Officers reside in the Town of Wiggins.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board of Trustees could adopt this Resolution as presented, request a modification, or not adopt the Resolution.

MOTION FOR APPROVAL: I make a motion to adopt RESOLUTION NO. 28-2020 - A RESOLUTION APPROVING EMPLOYEE HOUSING AGREEMENT

ACTION REQUESTED: MOTION, SECOND, ROLL-CALL VOTE

(Resolutions require affirmative votes from the majority of Trustees present)

EMPLOYEE HOUSING AGREEMENT

This EMPLOYEE HOUSING AGREEMENT (hereinafter "Agreement") is made and entered into effective the _____ day of August 2020, by and between the Town of Wiggins, Colorado, a municipal corporation (hereafter "Town") and Doug Erickson, (hereinafter "Employee").

WHEREAS, the Town is the owner of the property located at 3768 Morgan County Road P, Wiggins, Colorado 80654 consisting of a single-family dwelling and garage (the "Premises"); and

WHEREAS, the Town is willing to license the property to Employee upon the terms of this Agreement.

NOW, THEREFORE, the Town and Employee agree as follows:

1. Premises and Interest. In consideration of the performance of the covenants and agreements set forth in this Agreement, the Town licenses to Employee use of the Premises. The large storage sheds are specifically excluded from the licensed Premises. Employee's interest in the Premises under this Agreement shall not constitute a lease, tenancy, other real property right or entitlement, but rather shall be a mere license personal to Employee, which may be revoked, changed or withdrawn at the discretion of the Town as provided herein.

2. Duration. The Agreement shall commence on August 15, 2020 and shall end on the earlier of any one of the following: (1) as provided in Section 15; (2) on the date Employee's employment with the Town is separated or terminated; or (3) upon 30 days' notice from one party to the other.

3. Purpose. The Premises may be occupied and used by Employee pursuant to this Agreement for residential purposes only. Employee shall not use the Premises for the purpose of carrying on any business, profession, or trade of any kind.

4. Rent and Utilities. As consideration for this Agreement, Employee shall pay the Town rent in the amount of _____ payable in advance on the 1st day of each month. Such amount shall be a flat rent for each month and shall not be prorated based on the number of days in each rental period. Rent shall be payable to the Town of Wiggins, 304 Central Avenue, Wiggins, Colorado 80654, or to such other address as directed by the Town. Rent not paid by the 10th day of the month shall be subject to a late fee of \$50.00. The Employee shall pay for sewer, water, electricity, and gas for the Premises. Employee shall be solely responsible for payment of, and shall pay when due, all other utility charges, including but not limited to, telephone services and trash pickup for the Premises.

5. Alterations and Improvements. Employee shall not place, build, expand, alter, modify, or add to any structures or other improvements on the Premises without the Town's prior

written consent, which consent if given shall be by writing signed by the Town Manager. All improvements, betterments, alteration or other work done by Employee to the Premises shall be in compliance with all applicable federal, state, Town and other regulations and shall upon completion become the property of the Town without any obligation of payment or other compensation to Employee of any kind.

6. Use and Care of Premises. Employee shall use the Premises exclusively for the purpose stated in Section 3, above. Employee shall at all times during this Agreement, and at Employee's sole cost and expense, maintain the Premises in a safe, sanitary, neat, clean, and presentable condition, and in good condition and repair. Employee's maintenance obligations shall include, but are not limited to, mowing, watering and otherwise maintaining the yard and landscaping at his expense, and regular cleaning of the building interior. Employee shall use reasonable care and caution to prevent waste, damage, injury, or destruction to the Premises. Employee shall comply with all applicable ordinances, resolutions, rules, and regulations, and the written directions of the Town Manager, in its use and occupancy of the Premises. At the termination of this Agreement by lapse of time or otherwise, Employee shall deliver up the Premises in as good a condition as when Employee took possession, excepting only ordinary wear and tear. Employee shall not place or permit any signs on the Premises.

7. Hazardous Materials. Employee shall not keep any hazardous materials in or about the Premises without prior written consent of the Town, which will be granted or denied in the Town's sole discretion. "Hazardous material" includes but is not limited to asbestos, other asbestoses material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning/maintenance materials in ordinary quantities) and any substance or material in such quantities defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.

8. Compliance. If Employee fails to comply with its obligations under Sections 6 or 7 above, the Town may at its sole option terminate this Agreement as provided herein or take such measures as it determines necessary to bring the Premises into compliance with the terms of Paragraphs 5 or 6, and the cost of any such measures shall be paid by Employee.

9. General Acceptance. Employee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Employee acknowledges the Town shall have no obligation to repair, replace, improve, or maintain any portion of the Premises. The Town will cover major expenses such as heater/furnace, roof or similar replacement expense required to maintain the value of the property.

10. Taxes. The Premises is presently exempt from any real property taxation. In the event the County Assessor determines that the Premises is subject to the lien of general property

taxes due to Employee's use or occupancy, the Town of Wiggins shall be responsible for the payment of taxes. The Premises provided to Employee may be considered taxable income by the Internal Revenue Service, and the Employee shall be solely responsible for paying all taxes incurred as a result of Employee's use of the Premises.

11. Liens. Employee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of Employee. The Town may at Employee's expense discharge any liens or claims arising from the same.

12. Employee's Property. The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Employee placed or located on, at, or in the Premises, it being acknowledged and understood by Employee that the safety and security of any such property is the sole responsibility and risk of Employee.

13. Right of Entry. The Town shall at all times have the right to enter the Premises to inspect, improve, maintain, alter or utilize the Premises in any manner authorized to the Town and which does not unreasonably interfere with Employee's use of the Premises. In its use of the Premises pursuant to this Agreement, Employee shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Premises.

14. Right of Set-Off. Upon termination of this Agreement, the Employee authorizes and directs the Town to set-off any and all amounts owing to the Town under this Agreement, including but not limited to past-due rent and costs for damages to the Premises, against any amounts owing by the Town to Employee, including but not limited to salary, wages, bonuses, commissions, vacation pay, termination pay, and severance pay.

15. Indemnity and Release. Employee shall be solely responsible for any damages suffered by the Town or others as a result of Employee's use and occupancy of the Premises. Employee agrees to indemnify and hold the Town, its officers, agents, insurers, and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) Employee's use and occupancy of the Premises; (b) any liens or other claims made, asserted or recorded against the Premises as a result of Employee's use or occupancy thereof; or (c) the rights and obligations of Employee under this Agreement. Employee releases and agrees to hold harmless and make no claim against the Town, its officers, agents, insurers and employees for any damages which may be caused by the acts of the Town, its officers, agents, and employees, to Employee's property or improvements located upon the Premises; however, this shall not apply with respect to negligent or wanton and willful acts of the Town. The Town is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24." 10-101 et seq., as from time to time amended, or otherwise available to the Town, its officers and employees.

16. Termination. At the Town's option, it shall be deemed a breach of this Agreement if Employee defaults in the performance of any material term or condition of this Agreement. In the event the Town elects to declare a breach of this Agreement, the Town shall have the right to give Employee a 15-day written notice requiring compliance with the terms and conditions of this Agreement, or delivery of the possession of the Premises. In the event any default remains uncorrected after 15 days written notice or, if the nature of the default cannot be corrected in 15 days, and Employee has commenced and diligently pursues correction to completion, the Town, at Town's option, may declare the Agreement revoked and expel Employee without liability and without prejudice to any other remedies to which the Town may be entitled. Additionally, Town in the event of default may, but shall not be obligated to, correct or remedy Employee's default at Employee's expense. Any such action by Town to correct or remedy a default shall not be deemed a waiver or release of default or a discharge of any liability of Employee for the expense of correcting or remedying such default.

17. Restoration of Premises. At the termination of the Agreement, Employee at its sole option and expense shall remove from the Premises any items of personal property owned by Employee. Any items of personal property not removed by the date of termination shall become the property of the Town, and Employee shall execute and deliver to the Town, at the time of termination, a Bill of Sale for such items of personal property.

18. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission, e-mail or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

Town of Wiggins
Attn: Town Manager
304 Central Avenue
Wiggins, CO 80654

Employee:

Doug Erickson
3768 Morgan County Road P
Wiggins, CO 80654

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile or email receipt, or upon mailing.

19. No Waiver; Entire Agreement. Waiver by the Town of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof. This Agreement is the entire agreement between the Town and Employee and may be amended only by written instrument executed by the Town and Employee.

20. No Assignment; No Third-Party Beneficiaries. This Agreement is personal to the parties hereto. Employee shall not sublicense, transfer, or assign any rights under this

RESOLUTION NO. 28-2020

A RESOLUTION APPROVING EMPLOYEE HOUSING AGREEMENT

WHEREAS, the Town is the owner of the property located at 3768 Morgan County Road P, Wiggins, Colorado 80654 consisting of a single-family dwelling and garage (the "Premises"); and

WHEREAS, the Town is willing to license the property to Employee upon the terms of this Agreement.

NOW, THEREFORE, the Town and Employee agree as follows:

Section 1. The proposed Employee Housing Agreement between the Town of Wiggins (Town) and Doug Erickson (Employee) is hereby approved in essentially the same form as the copy of such Employee Housing Agreement accompanying this Resolution.

Section 2. The Mayor or Town Manager, or either of them, is authorized to execute the Employee Housing Agreement in substantially the same form as the copy attached hereto; further, the Mayor and Town Manager are hereby granted the authority to negotiate and approve such revisions to the Employee Housing Agreement as they determine are necessary or desirable for the protection of the Town, so long as the material terms and conditions of the Employee Housing Agreement are not altered.

INTRODUCED, ADOPTED AND RESOLVED THIS 12th DAY OF AUGUST 2020.

TOWN OF WIGGINS, COLORADO

Jeffrey Palmer, Mayor

ATTEST:

Bryanna Yeager, Town Clerk