BOARD OF TRUSTEES
September 26, 2023
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 muhse@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 the link below to join the webinar:
https://us06web.zoom.us/j/84871162393?pwd=UkVaaDE4RmhJaERnallEK1hvNHJ5Zz09
Passcode: 726078
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Dial(for higher quality, dial a number based on your current location):
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Webinar ID: 848 7116 2393

A. CALL TO ORDER

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

B. COMMUNITY PARTICIPATION

1. Public Comment
2. Proclamation
    a. Proclamation: Finance & Accounting Appreciation Week

C. OTHER BOARDS

1. Liquor License Authority Board

    a. Sol de Jalisco Modification of Premises Application

D. PRESENTATION

1. Boards & Commissions Appointment Process Review

    - Presentation: Ethan Muhs, Town Clerk

2. Appointment of Members to Wellington Community Housing Board

    - Presentation: Patti Garcia, Town Administrator & Julie Brewen, Housing Catalyst Chief Executive Officer

E. CONSENT AGENDA

1. August 23, 2023 Special Meeting Minutes

    - Presentation: Ethan Muhs, Town Clerk

2. September 12, 2023 Regular Meeting Minutes

    - Presentation: Ethan Muhs, Town Clerk

3. Resolution No. 35-2023: Cleveland Avenue Improvements - Survey Contract Award

    - Presentation: Alex Evonitz, Engineer III

F. ACTION ITEMS

1. Continued - Ordinance No. 09-2023 Annexing Sage Farms Annexation and Village at Sage Farms Annexation and Annexation Agreements Including Establishment of Vested Development Rights

    - Presentation: Cody Bird, Director of Planning

2. Resolution No. 34-2023 Fireworks Contract
   Presentation: Hallie Sheldon, Senior Management Analyst

3. Letter of Support for Safe Routes to School 2023 Reconnecting Communities Community Planning Grant

    - Presentation: Patti Garcia, Town Administrator

G. REPORTS

1. Town Attorney

2. Town Administrator

3. Staff Communications

   a. July 2023 Report of Bills

   b. Monthly Utility Report - August 2023

   c. LCSO Report - August 2023

4. Board Reports

H. EXECUTIVE SESSION

Conferences with an attorney for the Town pursuant to § 24-6-402(4) (b), for the purpose of receiving legal advice relative to pending litigation related to the appeal of a site plan approval. The executive session will not be recorded and an attorney certification will be provided as required by C.R.S. §24-6-402(2)(d.5)(II)(B) that discussions in the executive session constitute privileged attorney-client communications.

I. 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: **September 26, 2023**
Subject: **Proclamation: Finance & Accounting Appreciation Week**

BACKGROUND / DISCUSSION

The week of 25-29 September is recognized nationally as Finance and Accounting Week.

STAFF RECOMMENDATION

Proclaim the week of 25-29 September, 2023 as Finance and Accounting Week.

ATTACHMENTS

1. Finance and Accounting Week

PROCLAMATION

WHEREAS *the office of Finance & Accounting is a time-honored and vital part of local government that impacts the day-to-day life of citizens throughout the Town; and*

WHEREAS *the Finance & Accounting staff provide the necessary financial information to governing bodies and agencies at the local, county, and state levels; and*

WHEREAS *Finance & Accounting staff administer the procedures and keep the financial records that allow governing bodies to carry out public functions efficiently and with confidence; and*

WHEREAS *the Finance & Accounting staff are the official custodians responsible for the proper management and investment of public funds; and*

WHEREAS *the Town of Wellington recognizes September 25th – 29th 2023 as Finance & Accounting Appreciation Week to the meticulous finance team for all their diligent hard work and dedication.*

NOW, THEREFORE*, I Calar Chaussee, Mayor of the Town of Wellington, Colorado, do hereby proclaim September 25th – 29th 2023 as:*

Finance & Accounting Appreciation Week

and encourage all residents to recognize the dedicated efforts of the finance professional in appreciation for their many efforts. I further extend thanks to the Finance Staff including: Ms. Janice Foster, Ms. Angela Keough, Mr. Jeremy Butters, and Mr. Don Rhoads; and to the members of our volunteer Finance Committee for their service to the Town of Wellington.

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the Town of Wellington to be affixed this September 26th 2023.*

_____

Calar Chaussee*, Mayor*

Board of Trustees Meeting

Date: **September 26, 2023**
Subject: **Sol de Jalisco Modification of Premises Application**

BACKGROUND / DISCUSSION

EL MEZCAL, INC dba SOL DE JALISCO MEXICAN RESTAURANT has submitted an application for modification of their liquor licensed premises. This application is separate from but related to the recent license renewal, with approval and licenses issued in August 2023. Sol de Jalisco has a Hotel & Restaurant (City) Liquor License that has an expiration date of August 7, 2023; the business has legal possession of the patio immediately adjacent to their currently licensed premises and previously applied for and received a Temporary Modification of Premises due to COVID 19 in July 2020 to include the patio. This application presents that same modification in permanent form and would expand the current area of the liquor license to include the patio. The required application and documentation has been submitted and appropriate fees have been received. In making its decision with respect to any proposed changes, the licensing authority must consider whether the premises as modified will meet the requirements of the Colorado Liquor Code. Factors to be taken into account by the licensing authority when considering the modification of premises include:
1. The reasonable requirements of the neighborhood and the desires of the adult inhabitants.
2. The possession, by the licensee, of the changed premises by ownership, lease, rental or other arrangement.
3. Compliance with the applicable zoning laws of the municipality.
4. Compliance with the distance prohibition in regard to any public or parochial school or the principal campus of any college, university or seminary.

STAFF RECOMMENDATION

Hold a public hearing on the Sol de Jalisco Modification of Premises Application, and if necessary, continue the public hearing to a specified date.

Consider the following options upon the completion of the hearing:
1. Approve the Sol de Jalisco Modification of Premises Application
2. Approve the Sol de Jalisco Modification of Premises with Conditions as specified by the Liquor License Authority Board
3. Postpone consideration of the Sol de Jalisco Modification of Premises to a specified date.
4. Deny the Sol de Jalisco Modification of Premises for good cause as defined by C.R.S. 44-3-109.(19)

ATTACHMENTS

1. Public Hearing Procedures
2. 2023 DR 8442 Modification of Premises Application V5

Public Hearing Procedures

Conflicts of Interest

Disclosure of *Ex Parte* Communications

Staff Introduction

Applicant Presentation (If any)

General Questions from Board/Commission

Open Public Hearing

Three Minutes per Person (additional time may be granted upon request)

Close Public Hearing

Applicant Rebuttal (if any)

Staff Closing Comments

Deliberation by the Board/Commission

Motion and Vote

DR 8442 (02/23/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a	License Number
☒ Corporation ☐ Individual ☐ Partnership ☐ Limited Liability Company	03-06783

2. Name of Licensee	3. Trade Name of Establishment (DBA)
EL MEZCAL, INC	SoLde JALISCO MEX. REST.

4. Address of Premises (specify exact location of premises)	5. Business Email Address
P.O. Box 3748-3750 CLEVELAND AVE; 38	mcontreras2074@yahoo.com

City	County	State	ZIP	Business Phone Number
WELLINGTON	LARIMER	CO	80549	970-568-3082

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change

- ☐ Manager's Registration (Hotel & Restr.) $30.00
- ☐ Manager's Registration (Tavern) $30.00
- ☐ Manager's Registration (Lodging & Entertainment) $30.00
- ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE

Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- ☐ Duplicate License $50.00

Section C

- ☐ Retail Warehouse Storage Permit (ea) $100.00
- ☐ Wholesale Branch House Permit (ea) $100.00
- ☐ Change Corp. or Trade Name Permit (ea) $50.00
- ☐ Change Location Permit (ea) $150.00
- ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change $150.00
- ☒ Change, Alter or Modify Premises

$150.00 x	Total Fee:

- ☐ Addition of Optional Premises to Existing H/R

$100.00 x	Total Fee:

- ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex

$160.00 x	Total Fee:

- ☐ Campus Liquor Complex Designation ..... No Fee
- ☐ Sidewalk Service Area $75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

TOTAL AMOUNT DUE $ .00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☒ Section C

Check the appropriate box in section C and proceed below.

1) ***For a Retail Warehouse Storage Permit,*** go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

2) ***For a Wholesale Branch House Permit,*** go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

3) ***To Change Trade Name or Corporation Name,*** go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

4) ***To modify Premise, or add Sidewalk Service Area,*** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

5) ***For Optional Premises*** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).

6) ***To Change Location,*** go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

7) ***Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change,*** go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.

8) ***Campus Liquor Complex Designation,*** go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.

9) ***To add another Related Facility*** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On–Premises Licensee (Taverns, Restaurants etc.)

☐ Off–Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of storage premise: _____

City _____, County _____ ZIP _____

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

6. Change of Trade Name or Corporation Name

☐ Change of Trade name/DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

Change of Location

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority _____ **Date of Hearing** _____

(a) Address of current premises _____

City _____ County _____ ZIP _____

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address _____

City _____ County _____ ZIP _____

(c) New mailing address if applicable.

Address _____

City _____ County _____ State _____ ZIP _____

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Winery/Limited WineryNoncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or

☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1: _____

City _____ County _____ ZIP _____

(b) Address of Location 2: _____

City _____ County _____ ZIP _____

Change of Manager

9. Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment? ..... ☐ Yes ☐ No

Does manager have a financial interest in any other liquor licensed establishment? ..... ☐ Yes ☐ No

If yes, give name and location of establishment _____

_____

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed Add a patio to our liquor license

(b) **If the modification is temporary,** when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) ..... ☐ Yes ☒ No

(d) Is the proposed change in compliance with local building and zoning laws? ..... ☒ Yes ☐ No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ..... ☐ Yes ☐ No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation

11. Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services

(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ..... ☐ Yes ☐ No

Additional Related Facility

12. Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

(a) Address of Related Facility _____

(b) Outlined diagram provided ..... ☐ Yes ☐ No

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

Signature	Print name and Title	Date
Jesus E Rodriguez	JESUS E. Rodriguez	7-3-23

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, This Application is Approved.**

Local Licensing Authority (City or County)	Date filed with Local Authority

Signature	Title	Date

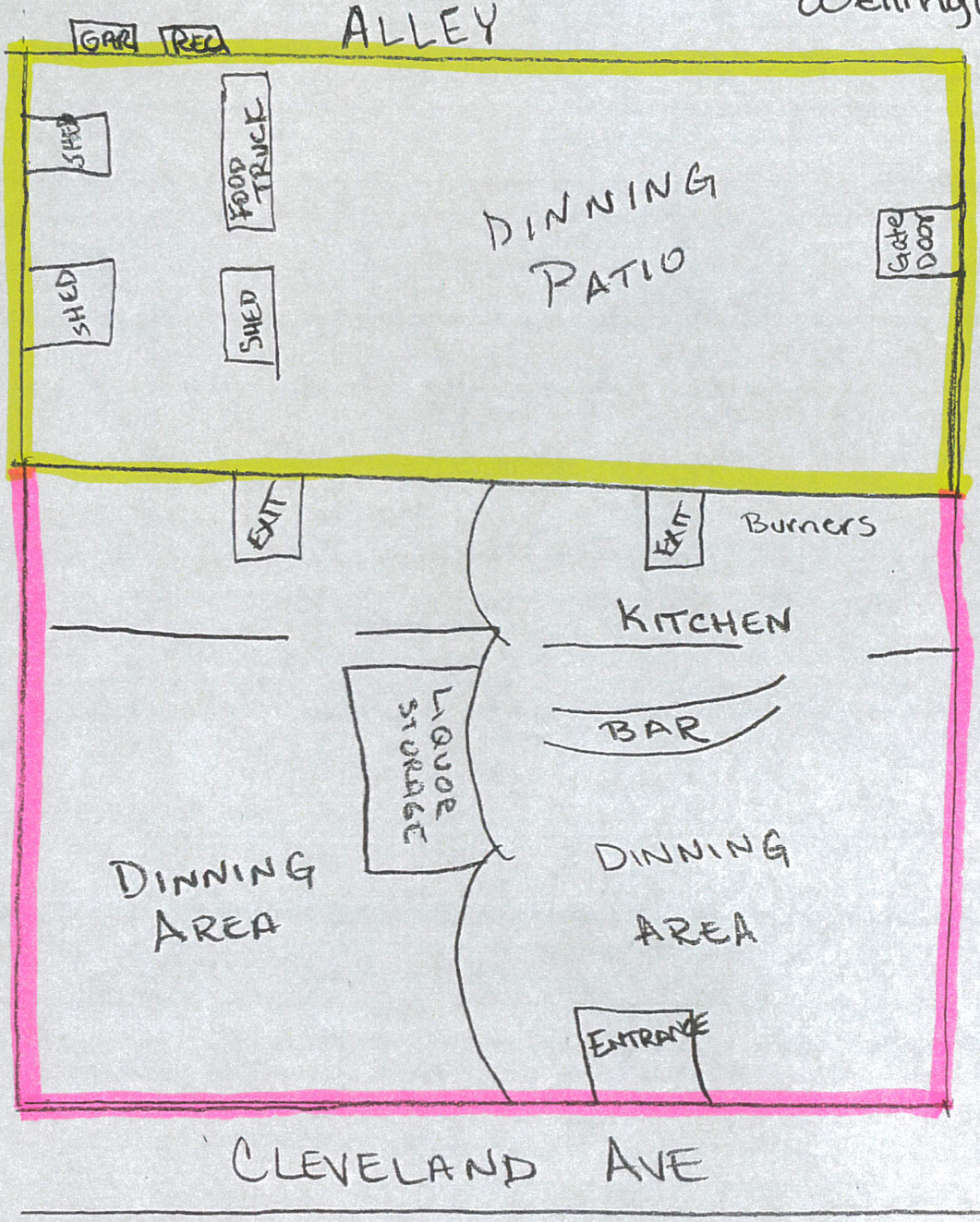
Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Signature	Title	Date

SOL DE JALISCO MEXICAN KESTAURAT

3750 Cleveland Ave.
Wellington, Co 80549
970.568-3082



Proposed Modification

Existing Diagram

Board of Trustees Meeting

Date: **September 26, 2023**
Subject: **Boards & Commissions Appointment Process Review**

- **Presentation: Ethan Muhs, Town Clerk**

BACKGROUND / DISCUSSION

Upon direction from Mayor Chaussee, Staff have reviewed the processes for appointing members to the Town's Boards & Commissions, conducted research on possible alternative processes, and canvased current Committee Chairs for feedback. The result is a presentation that includes relevant information should the Board deem it necessary to standardize and codify these processes for all of the Town's Boards & Commissions.

STAFF RECOMMENDATION

Review presentation and provide guidance on the proposed Key Decision Points.

ATTACHMENTS

1. Boards and Commissions Appointment Process Review

TOWN OF WELLINGTON

Boards & Commissions Appointment Process Review

September 26, 2023, Regular Meeting
Ethan Muhs, Town Clerk

Agenda

- Background & Framing Information
- Review Applicable Regulations for examples of Town's Boards & Commissions
  - Planning Commission
  - Board of Adjustment
  - PROST Board
  - Housing Authority
  - Finance Committee
- Discuss Feedback from Current Board Chairpersons
- Discuss Current/Alternative Appointment Processes

Background & Framing Information

- Process for appointments has changed over time
- Mayor Chaussee asked Staff to review Boards & Commissions Appointment Process
- Staff reviewed applicable regulation and collected feedback on process from Chairs of Town's Boards & Commissions
- Scope: Present information regarding the standardization and codification of the process for making appointments for the Town's Appointed Boards & Commissions

Applicable Regulation: Planning Commission

- CRS 31-23-Part 2
  - Five to Seven Members (203)
  - Requires Mayor's participation as Member, additional members of governing body (depending on commission size), and other appointments (203.1)
  - Terms Vary
  - Subject to Municipal Ordinance
- Municipal Code Sec. 2, Article 10 (Last Modified by Ord. 04-2022)
  - Clarifies 7 Members that are residents
  - Clarifies terms to 4-years; staggered
  - Clarifies members cannot serve on other boards except Board of Adjustment
  - Appointed by Mayor; confirmed by majority vote of Trustees
  - Requires adoption of bylaws

Applicable Regulation: Board of Adjustment

- CRS 31-23-307
  - Five Members
  - Three-year Terms
  - Subject to Municipal Ordinance
- Municipal Code Sec. 2, Article 11 (Last Modified by Ord. 08-2022)
  - Clarifies 5 members and 2 alternates; residents
  - Adjusts terms to 4-years; staggered
  - Clarifies members cannot serve on other boards except Planning Commission
  - Appointed by Mayor; confirmed by majority vote of Trustees
  - Requires adoption of bylaws

Applicable Regulation: Wellington Finance Committee

- No Statutory Requirement
- Municipal Code Sec. 2, Article 16 (Last Modified by Ord. 10-2022)
  - Clarifies 7 members and 1 liaison Trustee; residents
  - Specifies terms to 2 years
  - Clarifies members cannot serve on other boards
  - Members appointed by Board of Trustees; Liaison appointed by Mayor
  - Requires adoption of bylaws

Applicable Regulation: PROST Board

- No Statutory Requirement
- Municipal Code Sec. 2 Article 13 (Last Modified by Ord. 23-2022)
  - Clarifies 7 members and 1 liaison Trustee; residents or reside within Growth Management Area
  - Adjusts terms to 4-years; staggered
  - Clarifies members cannot serve on other boards
  - Members appointed by Board of Trustees; Liaison appointed by Mayor
  - Requires adoption of bylaws

Applicable Regulation: Housing Authority

- No Statutory Requirement
- Municipal Code Sec. 2, Article 8 et seq. (Last Modified by Ord. 11-2007)
  - Clarifies 5 members, one of which may be the Mayor or a Trustee; residents of Town or surrounding community
  - Clarifies 5-year terms; staggered
  - Members appointed by Mayor with consent of Board of Trustees
  - Requires adoption of bylaws

Appointment Process Options

- Constant - advertise accepting applications for ~3 wks
- Current Process
  - Applicants scheduled for interview with whole Board of Trustees, statutory or advisory board chair, and staff liaison
  - Appointments made by Resolution on Board of Trustees' Consent Agenda; Mayor appoints by signing Resolution

Appointment Process Options (Alternatives)

- Alternate Process 1 (Interview Committee + Resolution)
  - Example Municipality – Berthoud
  - Applicants scheduled for interview with two elected officials, committee chair, and staff liaison
  - Interview committee recommends appointment via Resolution
  - Appointments made by Resolution w/ Board of Trustees; Mayor appoints by signing Resolution
- Alternate Process 2 (Incorporation with Regular Meeting)
  - Example Municipality – Severance
  - Applicants scheduled for interview before the Board of Trustees during Regular Meetings, no committee chair
  - Board of Trustees publicly vote to memorialize appointment
- Other variations of the above (i.e. Vice-Chair interviews Chair, no staff, etc)

Committee Chair Feedback

- Unilateral Feedback
  - Support implementing a process standard
- Mixed Feedback
  - Recommendations for both the Current Process and Alternative Process 1
  - Largely recommend against Alternative Process 2
  - Largely supportive of including Board Chair in Interview
    - Challenges given mixed term structures (i.e. staggered in Housing Authority vs aligned in Finance Committee)
    - Supportive of using Vice-Chair or Secretary in lieu of Chair when conducting interviews during Chair's term

Key Decision Points

- Should the Town standardize and codify its Appointment Processes for all Boards & Commissions?

- Provide guidance on Option or variation.

TOWN OF WELLINGTON

Group Discussion

Board of Trustees Meeting

Date: **September 26, 2023**
Subject: **Appointment of Members to Wellington Community Housing Board**

- **Presentation: Patti Garcia, Town Administrator & Julie Brewen, Housing Catalyst Chief Executive Officer**

BACKGROUND / DISCUSSION

Julie Brewen, Housing Catalyst Chief Executive Officer, advised the Town of Wellington last spring of issues related to the appointment process of members to the Wellington Community Housing Board and how it was affecting financial reporting and the town's audit. Below is a brief overview of the actions that have taken place thus far and Ms. Brewen will be in attendance at the meeting to provide more detailed information and answer questions.

Housing Catalyst (the housing authority of Fort Collins and Larimer County) has been the management entity for the Wellington Housing Authority's properties for more than two decades and facilitates the meetings of the Wellington Housing Authority.

In December 2020, the Wellington Housing Authority was given approval by the U.S. Department of Housing and Urban Development (HUD) to transfer the assets out of the Public Housing program subsidy contract and into a Section 8 Housing Choice Voucher subsidy contract, thus increasing the amount of operating subsidy available and allowing for more traditional ways to fund the capital needs of affordable housing. A requirement of this asset transfer under HUD's Section 18 Disposition Regulation was that the assets needed to be transferred into a separate entity.

In August of 2021, Wellington Community Housing, a Colorado non-profit entity was formed and the properties were transferred to this new entity. The new form of subsidy is in place, increasing the operating funds by more than double the amount under the old program. Based on packet documentation and email correspondence from late 2019 to early 2020, the Wellington Board of Trustees approved these actions and decided to be the appointing body for both the Wellington Housing Authority and Wellington Community Housing (see attached Community Housing Bylaws). The Housing Catalyst auditors recently realized that since the Wellington Board of Trustees appoints the new non-profit entity, it must be shown as a component unit of the Town of Wellington on its audit. According to Housing Catalyst auditors, Eide Bailey, they are able to perform the audit of Wellington Community Housing and allow the auditors for the Town of Wellington to include it in the Town's audit as a component unit.

Another option would be similar to what has been done since the 1980s in Fort Collins. A separate nonprofit entity was set up with a board that self-appoints its directors, rather than the directors being appointed by the City of Fort Collins. In this case, they were different from the Authority board members, but they could also be the same. The Town of Wellington Board of Trustees could continue to appoint the Wellington Housing Authority Commissioners. While the Wellington Housing Authority currently has no assets or activities, Catalyst still wants to make sure it is always intact, should any opportunities become available. In the Fort Collins example, ensured preservation of the assets is achieved by a clause in the Articles of Incorporation which specify that if the non-profit entity ever dissolves, all of the assets revert back to the housing

authority. The Wellington Community Housing's articles of incorporation could be amended to include this reversion clause.

Ms. Brewen has reported that in addition to the public housing operating subsidy and rental income/expenses, the real estate assets are significant as noted on the attached Financial Statements. The change is that the new subsidy source is significantly more and the assets have been moved to Wellington Community Housing (the new non-profit). Changing how the new non-profit entity's members are appointed would keep the Town of Wellington from having to show the assets as a component unit on the annual audit/financial reports. The Board of Trustees would appoint the Wellington Housing Authority Commissioners, and, through a gentleman's agreement, the Commissioners would appoint/renew themselves as the non-profit Wellington Community Housing Board. If the Board of Trustees continues to appoint the directors of Wellington Community Housing, the town would then need to control the assets and report them on the town's financials.

STAFF RECOMMENDATION

For Board of Trustee discussion purposes and direction related to any recommended changes to the appointment process of members to Wellington Community Housing.

ATTACHMENTS

1. 2020 WHA Financial Statements - FINAL 06.07.21
2. WCH Bylaws

Wellington Housing Authority

Managed by HOUSING CATALYST

Financial Statements
December 31, 2020 and 2019

Wellington Housing Authority

Table of Contents
December 31, 2020 and 2019

Report of Independent Auditors	1
Management's Discussion and Analysis	4
Financial Statements:	
Statements of Net Position	11
Statements of Revenues, Expenses and Changes in Net Position	12
Statements of Cash Flows	13
Notes to Financial Statements	15
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	22
Supplemental Information:	
Financial Data Schedules	24

As management of the Wellington Housing Authority (the "Authority"), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the fiscal years ended December 31, 2020 and 2019. We encourage readers to consider the information presented here in conjunction with the Authority's basic financial statements, which begin on page 11.

Financial Highlights

2020

• The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year by $535,225.

• As of the close of the current fiscal year, the Authority had an unrestricted net position of $218,775, a decrease of $82,123 over the prior year end balance of $300,898.

• The Authority's cash balances at December 31, 2020 totaled $246,485, representing a decrease of $80,997 from December 31, 2019.

• The Authority had HUD Operating Subsidy income of $188,074, including $1,140 of HUD CARES Act grant income and net rental income of $100,971 for the year. The Authority incurred $225,855 in maintenance and operations, $160,327 in administrative expenses and $57,006 for utilities.

2019

• The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year by $666,621.

• As of the close of the current fiscal year, the Authority had an unrestricted net position of $300,898, an increase of $26,854 over the prior year end balance of $274,044.

• The Authority's cash balances at December 31, 2019 totaled $327,482, representing an increase of $38,803 from December 31, 2018.

• The Authority had HUD Operating Subsidy income of $202,161 and net rental income of $110,317 for the year. The Authority incurred $163,282 in maintenance and operations, $121,484 in administrative expenses and $59,402 for utilities.

Overview of the Financial Statements

Management's discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. The Authority's basic financial statements are comprised of two components: 1) financial statements, and 2) notes to the financial statements. As the Authority did not expend over $750,000 in federal assistance, the supplementary information does not contain the schedule of expenditures of federal awards.

Financial Statements

The financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the Authority's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating.

The Statement of Revenues, Expenses and Changes in Net Position presents information showing how the Authority's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in past or future periods (e.g., depreciation and earned personal leave).

The Statement of Cash Flows presents information showing the Authority's inflows and outflows of cash and cash equivalents during the most recent fiscal year. All changes in cash and cash equivalents are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related changes in net assets. Thus, cash flows are reported in this statement for some items that will only result in revenue or expenses in past or future periods (e.g., purchase of assets, new loans, or payments on loans).

The financial statements report on the function of the Authority that is principally supported by intergovernmental revenues. The Authority's function is to provide decent, safe, and sanitary housing to low income and special needs populations, which is funded primarily with grant revenue received from the United States Department of Housing and Urban Development.

Financial Analysis

The following table shows a summary of changes from prior year's amounts.

Wellington Housing Authority
Authority-Wide Net Position as of December 31,
(in thousands of dollars)

	2020	2019	2018	2017	2016
Cash & Escrow Deposits	$ 246	$ 327	$ 289	$ 216	$ 217
Tenant Receivables	6	3	8	6	2
HUD Receivables	-	-	-	1	-
Other Receivables	-	-	-	-	2
Prepaid Expenses	2	4	15	14	14
Capital Assets (Net)	317	366	418	477	538
Total Assets	**$ 571**	**$ 700**	**$ 730**	**$ 714**	**$ 773**
A/P & Accrued Liabilities	$ 18	$ 18	$ 23	$ 12	$ 9
Security Deposits/Escrow	14	14	14	12	12
Due to Other Governments	1	-	-	-	-
Unearned Revenue	2	1	1	1	-
Total Liabilities	35	33	38	25	21
Investment in Capital Assets	317	366	418	477	538
Unrestricted Net Position	219	301	274	212	214
Total Net Position	536	667	692	689	752
Total Liabilities & Net Position	**$ 571**	**$ 700**	**$ 730**	**$ 714**	**$ 773**

2020

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Authority, assets exceeded liabilities by $535,225 at the close of the most recent fiscal year.

The largest portion of the Authority's net position (59%) reflects its investment in capital assets (e.g., buildings, machinery, and equipment, less accumulated depreciation). The Authority uses these capital assets to provide housing and services to low-income tenants: consequently, these assets are not available for future spending. The unrestricted net position of $218,775 for the Authority is available for future use to provide program services.

The unrestricted net position of the Authority decreased by $82,123 during the current fiscal year. The Authority's revenues are largely intergovernmental revenues received from HUD for cost reimbursement grants and operating expense subsidies. The Authority draws monies from the grant awards for allowable program and capital expenditures. During the current year, the balance of operating subsidy revenue decreased by $15,227 despite an overall increase to the awarded funding as a portion of the current year funding was diverted to CARES Act related activities and was not drawn during the year. There was also an increase to capital funding of $8,497 and a decrease in current year tenant rental income of $9,436. The Authority's operating and capital grant revenues and charges for rents were not sufficient to cover operating expenses for the year due mainly to increased maintenance costs for the year related to additional tree pruning and increased vacancy costs.

2019

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Authority, assets exceeded liabilities by $666,621 at the close of the most recent fiscal year.

The largest portion of the Authority's net position (55%) reflects its investment in capital assets (e.g., buildings, machinery, and equipment, less accumulated depreciation). The Authority uses these capital assets to provide housing and services to low-income tenants: consequently, these assets are not available for future spending. The unrestricted net position of $300,898 for the Authority is available for future use to provide program services.

The unrestricted net position of the Authority increased by $26,854 during the current fiscal year. The Authority's revenues are largely intergovernmental revenues received from HUD for cost reimbursement grants and operating expense subsidies. The Authority draws monies from the grant awards for allowable program and capital expenditures. Due to a current year increase in both operating subsidy and capital funding along with an increase in rental income, the Authority's operating and capital grant revenues and charges for rents were sufficient to cover operating expenses for the year.

A condensed Statement of Changes in Net Position is shown in the table below.

Wellington Housing Authority
Authority-Wide Change in Net Position for the Year Ended December 31,
(in thousands of dollars)

	2020	2019	2018	2017	2016
Operating Revenues					
HUD Annual Contribution	$ 187	$ 202	$ 191	$ 177	$ 175
Dwelling Rental	101	110	106	93	85
Other Income	5	2	2	-	2
Total Operating Revenue	**293**	**314**	**299**	**270**	**262**
Operating Expenses					
Maintenance and Operations	226	163	134	147	143
Administrative	159	122	97	92	83
Depreciation	49	52	59	61	83
Utilities	57	59	61	60	63
Insurance and Other	29	30	28	27	21
PILOT	3	4	3	2	2
Total Operating Expenses	**523**	**430**	**382**	**389**	**395**
Operating Income (Loss)	**(230)**	**(116)**	**(83)**	**(119)**	**(133)**
Nonoperating Revenues	**99**	**91**	**86**	**56**	**54**
Change in Net Position	**(131)**	**(25)**	**3**	**(63)**	**(79)**
Net Position - Beginning of Year	**667**	**692**	**689**	**752**	**831**
Net Position - End of Year	**$ 536**	**$ 667**	**$ 692**	**$ 689**	**$ 752**

2020

• Current year operating subsidy grant revenue received from the United States Department of Housing and Urban Development (HUD) decreased as compared to the prior year by $15,227 (8%). Capital Fund contributions increased by $8,497 (9%) as compared to the prior year. Overall, total intergovernmental grant revenue received from HUD decreased by $6,730 (2%). As noted above, the decrease was mainly due to the allocation of subsidy funds to CARES Act related activities, the majority of which was not drawn during the year. These funds will be available for use in 2021.

• Rental income decreased by $9,346 (8%) as compared to the prior year. The decrease was due to a decrease in tenant rental income, which decreased by $12,192 (12%) as compare to the prior year. Other tenant revenues increased by $2,846 (27%) as compared to the prior year, due mainly to an increase in tenant work orders.

• Operating expenses increased by $92,508 (21%) as compared to the prior year. The largest increases in operating expenses were in maintenance and administrative expenses, which increased by $62,573 (38%) and $37,703 (31%), respectively, as compared to the prior year due to increases to grounds care expense, administrative salaries and management fees. Additionally, there was a small decrease in utility expenses ($2,396, -4%) as compared to the prior year due to a decrease in gas expense.

2019

• Current year operating subsidy grant revenue received from the United States Department of Housing and Urban Development (HUD) increased as compared to the prior year by $10,811 (6%). Capital Fund contributions increased by $4,254 (5%) as compared to the prior year. Overall, total intergovernmental grant revenue received from HUD increased by $15,065 (5%).

• Rental income increased by $4,880 (5%) as compared to the prior year. The increase was due to an increase in tenant rental income, which increased by $8,289 (9%) as compare to the prior year. Other tenant revenues decreased by $3,409 (25%) as compared to the prior year, due mainly to a decrease in tenant work orders.

• Operating expenses increased by $48,102 (13%) as compared to the prior year. The largest increases in operating expenses were in maintenance and administrative expenses, which increased by $28,820 (21%) and $24,634 (25%), respectively, as compared to the prior year due to increases to grounds care expense, administrative salaries and public housing disposition costs. Additionally, there was a small decrease in utility expenses ($1,950, -3%) as compared to the prior year due to decreases in water and electric expenses.

Capital Asset and Debt Administration

Capital Assets

2020

As of December 31, 2020, the Authority's investment in capital assets was $316,450 (net of accumulated depreciation and capital loans). This investment in capital assets includes land, buildings, improvements, equipment, and computer software.

The Authority did not have any major capital asset purchases during the current fiscal year. Additional information can be found in Note 4 of this report.

2019

As of December 31, 2019, the Authority's investment in capital assets was $365,723 (net of accumulated depreciation and capital loans). This investment in capital assets includes land, buildings, improvements, equipment, and computer software.

The Authority did not have any major capital asset purchases during the current fiscal year. Additional information can be found in Note 4 of this report.

Long-Term Debt

As of December 31, 2020 and 2019, the Authority has no long-term debt.

Economic Factors and Next Year's Budget

The following factors were used in preparing the Authority's budget for the 2021 fiscal year:

- The Authority has contracted with the Fort Collins Housing Authority dba Housing Catalyst to provide administrative and maintenance services.

Future Events that will Financially Impact the Authority

The following future events will have a financial impact on the operations of the Authority:

- The State and Federal budgets may have an impact on future growth rates and funding received. Presently HUD is proposing to fund the Operating Subsidy at less than 100% in 2021. This may require the use of operating reserves during the year. The Authority is also planning the replacement of several roofs and other additional maintenance items planned for 2020 that will require the use of 2021 capital funds and operating reserves. Additionally, the Authority also has a Section 18 disposition application in review with HUD that may affect operations in 2021.

Contact Information

Mr. Brian Heckart, Director of Accounting, may be contacted with questions concerning this report. He can be reached at (970) 416-2910, or by mail at 1715 West Mountain Ave., Fort Collins, CO 80521. His e-mail address is bheckart@housingcatalyst.com.

Wellington Housing Authority

Statements of Net Position
December 31, 2020 and 2019

	2020	2019
Assets		
Current Assets		
Cash and cash equivalents	$ 232,224	$ 313,337
Accounts receivable - tenants	5,632	3,012
Due from other government	-	-
Prepaid expenses	1,937	3,800
Total Current Assets	239,793	320,149
Restricted Cash	14,261	14,145
Capital Assets		
Non-depreciable	144,669	144,669
Depreciable, net	171,781	221,054
Total Capital Assets, Net	316,450	365,723
Total Assets	$ 570,504	$ 700,017
Liabilities and Net Position		
Current Liabilities		
Accounts payable	$ 10,561	$ 12,005
Accrued liabilities	7,572	5,927
Unearned revenues	1,900	1,021
Due to other government	985	298
Total Current Liabilities	21,018	19,251
Long-Term Liabilities		
Tenant security deposits payable	11,437	9,723
Money held in escrow	2,824	4,422
Total Long-Term Liabilities	14,261	14,145
Total Liabilities	35,279	33,396
Net Position		
Net investment in capital assets	316,450	365,723
Unrestricted net position	218,775	300,898
Total Net Position	535,225	666,621
Total Liabilities and Net Position	$ 570,504	$ 700,017

See Notes to Financial Statements

Wellington Housing Authority

Statements of Revenues, Expenses and Changes in Net Position
Years Ended December 31, 2020 and 2019

	2020	2019
Operating Revenues		
HUD PHA grants	$ 188,074	$ 202,161
Rental income	100,971	110,317
Other	4,696	2,052
Total Operating Revenues	293,741	314,530
Operating Expenses		
Ordinary maintenance	225,855	163,282
Administrative	160,327	121,484
Depreciation	49,273	52,197
Utilities	57,006	59,402
Insurance	25,756	24,021
Payments in lieu of taxes	3,064	3,799
Other	3,015	6,463
Total Operating Expenses	524,296	430,648
Operating Income (Loss)	(230,555)	(116,118)
Non-Operating Revenues (Expenses)		
Interest income	22	135
Total Non-Operating Revenues (Expenses)	22	135
HUD Capital Contributions	99,137	90,640
Change in Net Position	(131,396)	(25,343)
Net Position, Beginning of the Year	666,621	691,964
Net Position, End of the Year	$ 535,225	$ 666,621

See Notes to Financial Statements

Wellington Housing Authority

Statements of Cash Flows

Years Ended December 31, 2020 and 2019

	2020	2019
Operating Activities		
HUD PHA grants	$ 188,074	$ 202,161
Receipts from tenants	104,042	117,377
Payments to suppliers	(472,272)	(369,048)
Payments in lieu of taxes	-	(2,462)
Net Cash used for Operating Activities	(180,156)	(51,972)
Capital and Related Financing Activities		
HUD capital contributions	99,137	90,640
Net Cash from Capital and Related Financing Activities	99,137	90,640
Investing Activities		
Interest income	22	135
Net Cash from Investing Activities	22	135
Net Change in Cash and Cash Equivalents and Restricted Cash	(80,997)	38,803
Cash and Cash Equivalents and Restricted Cash, Beginning of Year	327,482	288,679
Cash and Cash Equivalents and Restricted Cash, End of Year	$ 246,485	$ 327,482

Wellington Housing Authority

Statements of Cash Flows
Years Ended December 31, 2020 and 2019

	2020	2019
Reconciliation of Total Cash and Cash Equivalents		
Cash and Cash Equivalents	$ 232,224	$ 313,337
Restricted Cash	14,261	14,145
Total Cash and Cash Equivalents and Restricted Cash	$ 246,485	$ 327,482
Reconciliation of Operating Loss to Net Cash Used For Operating Activities		
Operating loss	$ (230,555)	$ (116,118)
Adjustments to reconcile operating loss to net cash used for operating activities		
Depreciation	49,273	52,197
Changes in assets and liabilities		
(Increase) decrease in assets:		
Receivables	(2,620)	4,987
Prepaid expenses	1,863	11,462
Increase (decrease) in liabilities:		
Accounts payable	(1,444)	(6,400)
Tenant security deposits payable	1,714	(74)
Due to other government	687	298
Money held in escrow	(1,598)	459
Accrued liabilities	1,645	1,337
Unearned revenue	879	(120)
Net Cash used for Operating Activities	$ (180,156)	$ (51,972)

Note 1 - Principal Business Activity and Significant Accounting Policies

General

Wellington Housing Authority (the "Authority") was created under the laws of the State of Colorado. The purpose of the Authority is to administer the Housing Act of 1937, as amended. These programs are subsidized by the Federal Government through the United States Department of Housing and Urban Development ("HUD").

The Authority is governed by a five-member Board of Commissioners.

The Authority prepares its financial statements in accordance with accounting principles generally accepted in the United States of America as they relate to governmental entities.

Reporting Entity

The Authority's financial statements include the accounts of all Authority operations. The criteria for including organizations as component units within the Authority reporting entity, as set forth in Section 2100 of the Governmental Accounting Standards Board's (GASB) Codification of Government Accounting and Financial Reporting Standards, include whether:

- The organization is legally separated (can sue and be sued in their own name)
- The Authority holds the corporate powers of the organization
- The Authority appoints a voting majority of the organization's board
- The Authority is able to impose its will on the organization
- The organization has the potential to impose a financial benefit/burden on the Authority
- There is fiscal dependency by the organization on the Authority

Based on the aforementioned criteria, the Wellington Housing Authority has no component units and is not includable as a component unit within another reporting entity.

Basis of Accounting and Measurement Focus

The Authority accounts for its operations in one fund type, the enterprise fund. Enterprise funds are accounted for on the flow of economic resources measurement focus and use the accrual basis of accounting. Revenue is recognized when earned and expenses are recorded at the time liabilities are incurred. All assets, deferred outflows, liabilities and deferred inflows associated with the operations of the Authority are included on the statement of net position.

Cash and Cash Equivalents

The Authority's cash deposits can only be invested in HUD approved investments: direct obligations of the Federal Government backed by the full faith and credit of the United States, obligations of government agencies, securities of government sponsored agencies, demand and savings deposits, time deposits, repurchase agreements, and other securities approved by HUD.

For the purpose of the statements of cash flows, the Authority considers cash deposits and highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Accounts Receivable

Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method.

Capital Assets

Land, buildings and improvements, and equipment are recorded at cost, including indirect development costs. The Authority uses a capitalization threshold of $5,000. Donated fixed assets are valued at their acquisition value on the date donated. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend lives are not capitalized.

Depreciation is computed using the straight line method as follows:

Buildings and Land Improvements	15 - 30 years
Equipment	5 - 10 years

The Authority reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the asset to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If the long-lived assets are considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the asset exceeds the fair value as determined from an appraisal, discounted cash flows analysis, or other valuation technique. There were no impairment losses recognized during 2020 or 2019.

Components of Net Position

Components of net position include the following:

- Net Investment in Capital Assets – Consists of capital assets, net of accumulated depreciation and reduced by outstanding balances of debt issued to finance the acquisition, improvement, or construction of those assets.
- Restricted Net Position – Consists of net position less related liabilities reported in the basic statements of net position that are subject to restraints on their use by HUD.
- Unrestricted Net Position – Consists of net position less related liabilities reported in the basic statements of net position that are not subject to restraints on their use.

Operating Revenues and Expenses

The Authority considers all revenues and expenses (including HUD intergovernmental revenues and expenses) as operating items with the exception of HUD capital fund grant income, interest expense, interest revenue, and gain/loss on disposal of capital assets which are considered non-operating for financial reporting purposes.

Fraud Recovery

HUD requires the Authority to account for monies recovered from tenants who committed fraud or misrepresentation in the application process for rent calculations and now owe additional rent for prior periods or retroactive rent as fraud recovery. The monies recovered are shared by HUD and the local authority.

Unearned Revenues

Unearned revenue represents prepaid rent.

Accounting Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses during the period. Actual results could differ from those estimates.

Note 2 - Deposits and Investments

Deposits

The Colorado Public Deposit Protection Act ("PDPA") requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. The institution is allowed to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. The general depository agreement required by the annual contract with HUD has additional collateral requirements, which the Authority met in 2020 and 2019.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the Authority's deposits may not be returned to it. As of December 31, 2020 and 2019, the Authority's deposits were not exposed to custodial credit risk, as all deposits were insured by the Federal Deposit Insurance Corporation (FDIC) and collateralized in accordance with PDPA.

At December 31, 2020 and 2019, the Authority’s carrying amount of deposits was $246,485 and $327,482, respectively, and the bank balance was $246,485 and $327,097, respectively. As of December 31, 2020, the full amount of the bank balance was covered by Federal Depository Insurance. As of December 31, 2019, $250,000 of the bank balance was covered by Federal Depository Insurance and the remaining balance of $77,097 was collateralized with securities held by a pledging financial institution's agent in the government's name.

Investments

The Authority's investment policy allows for investments to be solely in securities approved by HUD. Authorized investment instruments are as follows:

- Obligations of the United States and certain United States government agency securities
- Insured Money Market Deposit Accounts
- Municipal Depository Fund
- Super NOW Accounts
- Certificates of Deposit
- Repurchase Agreements
- Sweep Accounts
- Separate Trading of Registered Interest and Principal of Securities (STRIPS)
- Mutual Funds that meet HUD criteria

The Authority's deposit and investment policy specifies that all investments are to be adequately collateralized if deposits and investments exceed Federal insurance limits. The policy does not formally address credit risk, interest rate risk, or foreign currency risk associated with investments.

Note 3 - Restricted Assets

Restricted cash consist of cash which is restricted to comply with HUD requirements for the home ownership program and for tenant security deposits. At December 31, 2020 and 2019, $14,261 and $14,145, respectively, of cash was restricted.

Note 4 - Capital Assets, Net

The following is a summary of changes in capital assets for the years ended December 31, 2020 and 2019:

	Balance 12/31/19	Additions	Deletions	Balance 12/31/20
Non-Depreciable				
Land	$ 144,669	$ -	$ -	$ 144,669
Depreciable				
Building and land improvements	1,976,486	-	-	1,976,486
Office building	25,357	-	-	25,357
Equipment	29,406	-	-	29,406
Total Depreciable Assets	2,031,249	-	-	2,031,249
Accumulated Depreciation				
Building and land improvements	(1,755,432)	(49,273)	-	(1,804,705)
Office building	(25,357)	-	-	(25,357)
Equipment	(29,406)	-	-	(29,406)
Total Accumulated Depreciation	(1,810,195)	(49,273)	-	(1,859,468)
Net Depreciable Capital Assets	221,054	(49,273)	-	171,781
Total	$ 365,723	$ (49,273)	$ -	$ 316,450

	Balance 12/31/18	Additions	Deletions	Balance 12/31/19
Non-Depreciable				
Land	$ 144,669	$ -	$ -	$ 144,669
Depreciable				
Building and land improvements	1,976,486	-	-	1,976,486
Office building	25,357	-	-	25,357
Equipment	29,406	-	-	29,406
Total Depreciable Assets	2,031,249	-	-	2,031,249
Accumulated Depreciation				
Building and land improvements	(1,703,235)	(52,197)	-	(1,755,432)
Office building	(25,357)	-	-	(25,357)
Equipment	(29,406)	-	-	(29,406)
Total Accumulated Depreciation	(1,757,998)	(52,197)	-	(1,810,195)
Net Depreciable Capital Assets	273,251	(52,197)	-	221,054
Total	$ 417,920	$ (52,197)	$ -	$ 365,723

Depreciation expense for 2020 and 2019 was $49,273 and $52,197, respectively.

Note 5 - Management Contract

The Authority has a management contract with the Fort Collins Housing Authority dba Housing Catalyst ("Housing Catalyst"). The agreement requires Housing Catalyst to provide for the operations of the Authority's project. The Authority pays a management fee plus all direct costs to Housing Catalyst. During 2020 and 2019, the Authority incurred and paid Housing Catalyst $70,652 and $56,048, respectively, for management fees.

During 2020 and 2019, the Authority incurred and paid Housing Catalyst $129,753 and $85,368, respectively, for all other direct costs related to maintenance and operating expenses.

As of December 31, 2020, the Authority owed Housing Catalyst $985 for unpaid management fees and other direct costs. As of December 31, 2019, the Authority owed Housing Catalyst $298 for unpaid management fees.

Note 6 - Risk Management

The Authority is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees and natural disasters. The Authority carries commercial insurance for the risks of loss. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. Limits of insurance coverage are adjusted annually for new values.

Note 7 - Commitments and Contingencies

The Authority receives significant financial assistance from the U.S. Government in the form of contracts and grants. Entitlement to these resources is generally contingent upon compliance with the terms and conditions of the contract or grant agreements and applicable federal regulations, including the expenditure of the resources for eligible purposes. Substantially all federal grants and contracts are subject to a financial and compliance audit under federal regulations. Disallowed costs as a result of compliance audits become a liability of the Authority. Management believes that the potential for a material liability due to future audit disallowance is remote.

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Wellington Housing Authority

Managed by HOUSING CATALYST

Financial Data Schedules
December 31, 2020

Wellington Housing Authority (CO014)
Wellington, CO
Entity Wide Balance Sheet Summary

Submission Type: Audited/Non Single Audit Fiscal Year End: 12/31/2020

	Project Total	14.PHC Public Housing CARES Act Funding	Subtotal	Total
111 Cash - Unrestricted	$232,224		$232,224	$232,224
112 Cash - Restricted - Modernization and Development				
113 Cash - Other Restricted				
114 Cash - Tenant Security Deposits	$11,437		$11,437	$11,437
115 Cash - Restricted for Payment of Current Liabilities	$2,824		$2,824	$2,824
100 Total Cash	$246,485	$0	$246,485	$246,485
121 Accounts Receivable - PHA Projects				
122 Accounts Receivable - HUD Other Projects				
124 Accounts Receivable - Other Government				
125 Accounts Receivable - Miscellaneous				
126 Accounts Receivable - Tenants	$5,632		$5,632	$5,632
126.1 Allowance for Doubtful Accounts -Tenants	$0		$0	$0
126.2 Allowance for Doubtful Accounts - Other				
127 Notes, Loans, & Mortgages Receivable - Current				
128 Fraud Recovery				
128.1 Allowance for Doubtful Accounts - Fraud				
129 Accrued Interest Receivable				
120 Total Receivables, Net of Allowances for Doubtful Accounts	$5,632	$0	$5,632	$5,632
131 Investments - Unrestricted				
132 Investments - Restricted				
135 Investments - Restricted for Payment of Current Liability				
142 Prepaid Expenses and Other Assets	$1,937		$1,937	$1,937
143 Inventories				
143.1 Allowance for Obsolete Inventories				
144 Inter Program Due From				
145 Assets Held for Sale				
150 Total Current Assets	$254,054	$0	$254,054	$254,054
161 Land	$144,669		$144,669	$144,669
162 Buildings	$2,001,843		$2,001,843	$2,001,843
163 Furniture, Equipment & Machinery - Dwellings	$6,237		$6,237	$6,237
164 Furniture, Equipment & Machinery - Administration	$23,169		$23,169	$23,169
165 Leasehold Improvements				
166 Accumulated Depreciation	-$1,859,468		-$1,859,468	-$1,859,468
167 Construction in Progress				
168 Infrastructure				
160 Total Capital Assets, Net of Accumulated Depreciation	$316,450	$0	$316,450	$316,450
171 Notes, Loans and Mortgages Receivable - Non-Current				
172 Notes, Loans, & Mortgages Receivable - Non Current - Past Due				
173 Grants Receivable - Non Current				
174 Other Assets				
176 Investments in Joint Ventures				
180 Total Non-Current Assets	$316,450	$0	$316,450	$316,450
200 Deferred Outflow of Resources				
290 Total Assets and Deferred Outflow of Resources	$570,504	$0	$570,504	$570,504
311 Bank Overdraft				
312 Accounts Payable <= 90 Days	$10,561		$10,561	$10,561
313 Accounts Payable >90 Days Past Due				
321 Accrued Wage/Payroll Taxes Payable				
322 Accrued Compensated Absences - Current Portion				
324 Accrued Contingency Liability				
325 Accrued Interest Payable				

331 Accounts Payable - HUD PHA Programs				
332 Account Payable - PHA Projects				
333 Accounts Payable - Other Government				
341 Tenant Security Deposits	$11,437		$11,437	$11,437
342 Unearned Revenue	$1,900		$1,900	$1,900
343 Current Portion of Long-term Debt - Capital Projects/Mortgage Revenue				
344 Current Portion of Long-term Debt - Operating Borrowings				
345 Other Current Liabilities	$11,381		$11,381	$11,381
346 Accrued Liabilities - Other				
347 Inter Program - Due To				
348 Loan Liability - Current				
310 Total Current Liabilities	$35,279	$0	$35,279	$35,279
351 Long-term Debt, Net of Current - Capital Projects/Mortgage Revenue				
352 Long-term Debt, Net of Current - Operating Borrowings				
353 Non-current Liabilities - Other				
354 Accrued Compensated Absences - Non Current				
355 Loan Liability - Non Current				
356 FASB 5 Liabilities				
357 Accrued Pension and OPEB Liabilities				
350 Total Non-Current Liabilities	$0	$0	$0	$0
300 Total Liabilities	$35,279	$0	$35,279	$35,279
400 Deferred Inflow of Resources				
508.4 Net Investment in Capital Assets	$316,450		$316,450	$316,450
511.4 Restricted Net Position				
512.4 Unrestricted Net Position	$218,775	$0	$218,775	$218,775
513 Total Equity - Net Assets / Position	$535,225	$0	$535,225	$535,225
600 Total Liabilities, Deferred Inflows of Resources and Equity - Net	$570,504	$0	$570,504	$570,504

Wellington Housing Authority (CO014)
Wellington, CO
Entity Wide Revenue and Expense Summary

Submission Type: Audited/Non Single Audit Fiscal Year End: 12/31/2020

	Project Total	14.PHC Public Housing CARES Act Funding	Subtotal	Total
70300 Net Tenant Rental Revenue	$87,649		$87,649	$87,649
70400 Tenant Revenue - Other	$13,322		$13,322	$13,322
70500 Total Tenant Revenue	$100,971	$0	$100,971	$100,971
70600 HUD PHA Operating Grants	$286,071	$1,140	$287,211	$287,211
70610 Capital Grants				
70710 Management Fee				
70720 Asset Management Fee				
70730 Book Keeping Fee				
70740 Front Line Service Fee				
70750 Other Fees				
70700 Total Fee Revenue				
70800 Other Government Grants				
71100 Investment Income - Unrestricted	$22		$22	$22
71200 Mortgage Interest Income				
71300 Proceeds from Disposition of Assets Held for Sale				
71310 Cost of Sale of Assets				
71400 Fraud Recovery				
71500 Other Revenue	$4,696		$4,696	$4,696
71600 Gain or Loss on Sale of Capital Assets				
72000 Investment Income - Restricted				
70000 Total Revenue	$391,760	$1,140	$392,900	$392,900
91100 Administrative Salaries	$58,658		$58,658	$58,658
91200 Auditing Fees	$8,750		$8,750	$8,750
91300 Management Fee	$70,652		$70,652	$70,652
91310 Book-keeping Fee				
91400 Advertising and Marketing				
91500 Employee Benefit contributions - Administrative	$11,211		$11,211	$11,211
91600 Office Expenses	$2,416		$2,416	$2,416
91700 Legal Expense	$2,804		$2,804	$2,804
91800 Travel				
91810 Allocated Overhead				
91900 Other	$4,602	$1,140	$5,742	$5,742
91000 Total Operating - Administrative	$159,093	$1,140	$160,233	$160,233
92000 Asset Management Fee				
92100 Tenant Services - Salaries				
92200 Relocation Costs				
92300 Employee Benefit Contributions - Tenant Services				
92400 Tenant Services - Other	$94		$94	$94
92500 Total Tenant Services	$94	$0	$94	$94
93100 Water	$44,080		$44,080	$44,080
93200 Electricity	$7,777		$7,777	$7,777
93300 Gas	$5,149		$5,149	$5,149
93400 Fuel				
93500 Labor				
93600 Sewer				
93700 Employee Benefit Contributions - Utilities				
93800 Other Utilities Expense				
93000 Total Utilities	$57,006	$0	$57,006	$57,006
94100 Ordinary Maintenance and Operations - Labor	$9,117		$9,117	$9,117
94200 Ordinary Maintenance and Operations - Materials and Other	$11,462		$11,462	$11,462
94300 Ordinary Maintenance and Operations Contracts	$203,189		$203,189	$203,189
94500 Employee Benefit Contributions - Ordinary Maintenance	$2,087		$2,087	$2,087

94000 Total Maintenance	$225,855	$0	$225,855	$225,855
95100 Protective Services - Labor				
95200 Protective Services - Other Contract Costs				
95300 Protective Services - Other				
95500 Employee Benefit Contributions - Protective Services				
95000 Total Protective Services	$0	$0	$0	$0
96110 Property Insurance	$25,756		$25,756	$25,756
96120 Liability Insurance				
96130 Workmen's Compensation				
96140 All Other Insurance				
96100 Total insurance Premiums	$25,756	$0	$25,756	$25,756
96200 Other General Expenses				
96210 Compensated Absences				
96300 Payments in Lieu of Taxes	$3,064		$3,064	$3,064
96400 Bad debt - Tenant Rents	$3,015		$3,015	$3,015
96500 Bad debt - Mortgages				
96600 Bad debt - Other				
96800 Severance Expense				
96000 Total Other General Expenses	$6,079	$0	$6,079	$6,079
96710 Interest of Mortgage (or Bonds) Payable				
96720 Interest on Notes Payable (Short and Long Term)				
96730 Amortization of Bond Issue Costs				
96700 Total Interest Expense and Amortization Cost	$0	$0	$0	$0
96900 Total Operating Expenses	$473,883	$1,140	$475,023	$475,023
97000 Excess of Operating Revenue over Operating Expenses	-$82,123	$0	-$82,123	-$82,123
97100 Extraordinary Maintenance				
97200 Casualty Losses - Non-capitalized				
97300 Housing Assistance Payments				
97350 HAP Portability-In				
97400 Depreciation Expense	$49,273		$49,273	$49,273
97500 Fraud Losses				
97600 Capital Outlays - Governmental Funds				
97700 Debt Principal Payment - Governmental Funds				
97800 Dwelling Units Rent Expense				
90000 Total Expenses	$523,156	$1,140	$524,296	$524,296
10010 Operating Transfer In	$99,137		$99,137	$99,137
10020 Operating transfer Out	-$99,137		-$99,137	-$99,137
10030 Operating Transfers from/to Primary Government				
10040 Operating Transfers from/to Component Unit				
10050 Proceeds from Notes, Loans and Bonds				
10060 Proceeds from Property Sales				
10070 Extraordinary Items, Net Gain/Loss				
10080 Special Items (Net Gain/Loss)				
10091 Inter Project Excess Cash Transfer In				
10092 Inter Project Excess Cash Transfer Out				
10093 Transfers between Program and Project - In				
10094 Transfers between Project and Program - Out				
10100 Total Other financing Sources (Uses)	$0	$0	$0	$0
10000 Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	-$131,396	$0	-$131,396	-$131,396
11020 Required Annual Debt Principal Payments	$0	$0	$0	$0
11030 Beginning Equity	$666,621	$0	$666,621	$666,621
11040 Prior Period Adjustments, Equity Transfers and Correction of Errors				
11050 Changes in Compensated Absence Balance				
11060 Changes in Contingent Liability Balance				
11070 Changes in Unrecognized Pension Transition Liability				
11080 Changes in Special Term/Severance Benefits Liability				
11090 Changes in Allowance for Doubtful Accounts - Dwelling Rents				

11100 Changes in Allowance for Doubtful Accounts - Other				
11170 Administrative Fee Equity				
11180 Housing Assistance Payments Equity				
11190 Unit Months Available	504		504	504
11210 Number of Unit Months Leased	485		485	485
11270 Excess Cash	$177,348		$177,348	$177,348
11610 Land Purchases	$0		$0	$0
11620 Building Purchases	$0		$0	$0
11630 Furniture & Equipment - Dwelling Purchases	$0		$0	$0
11640 Furniture & Equipment - Administrative Purchases	$0		$0	$0
11650 Leasehold Improvements Purchases	$0		$0	$0
11660 Infrastructure Purchases	$0		$0	$0
13510 CFFP Debt Service Payments	$0		$0	$0
13901 Replacement Housing Factor Funds	$0		$0	$0

BYLAWS
OF
WELLINGTON COMMUNITY HOUSING
(A Nonprofit Corporation)

ARTICLE I. NAME

The name of the corporation is WELLINGTON COMMUNITY HOUSING ("the Corporation").

ARTICLE II. PURPOSES

The purposes for which the nonprofit corporation is organized are as follows:

1. To own, maintain, repair, improve, operate, rent, lease, and manage affordable rental housing for low-income households.

2. To do such other lawful acts of a charitable or educational nature, within the meaning of Section 501(c)(3) of the Internal Revenue Code of the United States and the regulations thereunder, as they now exist or as they may hereafter be amended.

ARTICLE III. POWERS

The nonprofit corporation shall have all powers, rights, and privileges granted to a nonprofit corporation under the Colorado Revised Nonprofit Corporation Act, as it now exists or as it may hereafter be amended, including but not limited to the power to finance the acquisition, rehabilitation, maintenance, and improvement of rental housing for low-income households through the issuance state and local bonds and private activity bonds, participation in the low income housing tax credit program, receipt of governmental grants and loans, private bank financing, and all other local, state, and federal programs; subject to the following limitations and restrictions:

No part of the assets or net earnings of the nonprofit corporation shall inure to the benefit of, or be distributable to, any director or officer of the corporation, or to any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes, and benefits may be conferred that are in conformity with said purposes).

No director or officer of the nonprofit corporation or any private individual shall be entitled to share in the distribution of any of the nonprofit corporation's assets on dissolution of the nonprofit corporation.

No substantial part of the activities of the nonprofit corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the nonprofit corporation shall not participate in, or intervene in any political campaign on behalf of any candidate for public office (including the publication or distribution of statements).

Notwithstanding any other provisions of these Articles, the nonprofit corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of the United States and the regulations thereunder, as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of the United States and the regulations thereunder, as they now exist or as they may hereafter be amended.

ARTICLE IV. DISSOLUTION

Upon dissolution of the nonprofit corporation, the assets of the nonprofit corporation shall be distributed as follows:

Upon dissolution of the nonprofit corporation, the board of directors shall, after paying or making provision for the payment of the debts and liabilities of the nonprofit corporation, distribute all assets of the nonprofit corporation to the Housing Authority of the Town of Wellington ("WHA") if it is then in existence and if not, the board of directors shall dispose of the assets of the nonprofit corporation exclusively for the purpose of the corporation stated herein by distributing such assets to one or more organizations as shall at the time qualify as exempt organizations under Section 501(c)(3) of the United States Internal Revenue Code (or under the corresponding provisions of any future United States Internal Revenue law), as the board of directors shall determine.

Any of such assets not so disposed of shall be disposed of by any court of record with general equity jurisdiction in the State of Colorado, exclusively for such purposes or to such organization or organizations, as such court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V. OFFICES

The initial office of the Corporation shall be at 1715 West Mountain Avenue, Fort Collins, Colorado 80521.

ARTICLE VI. MEMBERS

The Corporation shall not have members.

ARTICLE VII. BOARD OF DIRECTORS

1. Powers. All powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the board of directors.

2. Qualifications of Directors. A director shall be a natural person who is eighteen (18) years of age or older. Directors shall be residents of the Town of Wellington, Colorado, or the surrounding area. No officer, commissioner, agent, or employee of Housing Catalyst may be a director of the Corporation.

3. Number of Directors. The board of directors shall consist of not less than 5 nor more than 7 directors. Initially the board of directors shall consist of 5 members. The number of directors may be changed from time to time by the Board of Trustees of the Town of Wellington, Colorado.

4. Election, Appointment, and Designation of Directors. All Directors shall be appointed by the Board of Trustees of the Town of Wellington, Colorado. The initial members of the Board of Directors and the expiration date of each initial director's term in office are as follows:

Mishie Daknis	December 2021 (the term of Mishie Daknis's replacement shall expire December 2022)
Bob Novascone	December 2021
Amy Combs	December 2023
Ashley MacDonald	December 2024
John Evans	December 2025

5. Terms of Directors.

(a) After the expiration of the initial term of each member of the initial board of directors, directors shall be appointed for terms of 5 years each.

(b) A decrease in the number of directors or in the term of office does not shorten an incumbent director's term.

(c) The term of a director filling a vacancy expires at the end of the unexpired term that such director is filling.

(d) Despite the expiration of a director's term, a director continues to serve until the director's successor is appointed and qualifies or until there is a decrease in the number of directors.

6. Resignation of Directors.

(a) A director may resign at any time by giving written notice of resignation to the Corporation.

(b) A resignation of a director is effective when the notice is received by the Corporation unless the notice specifies a later effective date.

(c) Removal of Directors. A director may be removed by the entity that appointed the director.

7. Vacancy on Board. If a vacancy occurs on the board of directors, the vacancy shall be filled by the entity that appointed the director who previously occupied the vacant position.

8. Compensation of Directors. Directors shall not receive compensation for service on the board of directors. However, any director may be reimbursed for the actual expenses incurred by the director in the performance of his or her duties.

ARTICLE VIII. MEETINGS AND ACTION OF THE BOARD

1. Meetings.

(a) The board of directors may hold regular or special meetings.

(b) The board of directors may permit any director to participate in a regular or special meeting by telephone. The board of directors may conduct the meeting by any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

2. Action Without Meeting.

(a) Any action required or permitted to be taken at a board of directors' meeting may be taken without a meeting if each member of the board in writing either:

1) Votes for such action; or

2) Votes against such action or abstains from voting and waives the right to demand that action not be taken without a meeting.

(b) Action is taken under this section only if the affirmative vote for such action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the directors then in office were present and voted.

(c) No action taken pursuant to this section shall be effective unless writings describing the action taken and otherwise satisfying the requirements of subsection (a) hereinabove, signed by all directors and not revoked pursuant to subsection (d) of this section, are received by the Corporation. Any such writing may be received by the Corporation by electronically transmitted facsimile or other form of wire or wireless communication providing the Corporation with a complete copy of the document, including a copy of the signature on the document. A director's right to demand that action not be taken without a meeting shall be deemed to have been waived if the Corporation receives a writing satisfying the requirements of subsection (a) hereinabove that has been signed by the director and not revoked pursuant to subsection (d) hereinafter. Action taken pursuant to this section shall be effective when the last writing necessary to effect the action is received by the Corporation unless the writings describing the action taken set forth a different effective date.

(d) Any director who has signed a writing pursuant to this section may revoke such writing by a writing signed and dated by the director describing the action and stating that the director's prior vote with respect thereto is revoked, if such writing is received by the Corporation before the last writing necessary to effect the action is received by the Corporation.

(e) Action taken pursuant to this section has the same effect as action taken at a meeting of directors and may be described as such in any document.

(f) All signed, written instruments necessary for any action taken pursuant to this section shall be filed with the minutes of the meetings of the board of directors.

3. Notice of Meeting.

(a) Regular meetings of the board of directors may be held without notice of the date, time, place, or purpose of the meeting.

(b) Special meetings of the board of directors shall be preceded by at least two (2) days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meeting.

4. Waiver of Notice.

(a) A director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. Except as provided by subsection (b) hereinafter, the waiver shall be in writing and signed by the director entitled to the notice. Such waiver shall be delivered to the Corporation for filing with the Corporation records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A director's attendance at or participation in a meeting waives any required notice to that director of the meeting unless, at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

5. Quorum and Voting.

(a) A quorum of the board of directors consists of a majority of directors in office immediately before the meeting begins.

(b) If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present at the meeting is the act of the board of directors unless the vote of a greater number of directors is required by these Bylaws.

(c) For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a director may be deemed to be present at a meeting and to vote if the director has granted a signed, written proxy to another director who is present at the meeting, authorizing the other director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this subsection (c), directors may not vote or otherwise act by proxy.

(d) A director who is present at a meeting of the board of directors when Board of Directors action is taken is deemed to have assented to all action taken at the meeting unless:

1) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

2) The director contemporaneously requests that the director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

3) The director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the Corporation promptly after adjournment of the meeting.

(e) The right of dissent or abstention pursuant to subsection (d) hereinabove as to a specific action is not available to a director who votes in favor of the action taken.

6. Committees of the Board.

(a) The board of directors may create one or more committees of the board and appoint one or more directors to serve on them.

(b) The creation of a committee of the board and appointment of directors to it shall be approved by a majority of all the directors in office when the action is taken.

(c) Action without meeting, notice, waiver of notice, and quorum and voting requirements of the board of directors apply to committees of the board and their members as well.

(d) To the extent specified by the board of directors, each committee of the board shall have the authority of the board of directors, except that a committee of the board shall not authorize distributions; elect, appoint, or remove any director; amend articles of incorporation; adopt, amend, or repeal bylaws; approve a plan of merger; or approve a sale, lease, exchange, or other disposition of all, or substantially all, of its property, with or without good will, other than in the usual and regular course of business.

(e) The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a director with the standards of conduct described in these Bylaws.

(f) Nothing in these Bylaws shall prohibit or restrict the Corporation from establishing by action of the board of directors one or more committees, advisory boards, auxiliaries, or other bodies of any kind, having such members and rules of procedure as the board of directors may provide, in order to provide such advice, service, and assistance to the Corporation, and to carry out such duties and responsibilities for the Corporation, as may be specified by the board of directors; except that if any such committee or other body has one or more members thereof who are entitled to vote on committee matters and who are not then also directors, such committee or other body may not exercise any power or authority of the board of directors.

ARTICLE IX. STANDARDS OF CONDUCT

1. General Standards of Conduct for Directors and Officers.

(a) Each director shall discharge the director's duties as director, including the director's duties as a member of a committee of the board, and each officer with discretionary authority shall discharge the officer's duties under that authority in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director or officer reasonably believes to be in the best interests of the Corporation.

(b) In discharging duties, a director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

1) One or more officers or employees of the Corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented;

2) Legal counsel, a public accountant, or another person as to matters the director or officer reasonably believes are within such person's professional or expert competence; or

3) In the case of a director, a committee of the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence.

(c) A director or officer is not acting in good faith if the director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (b) hereinabove unwarranted.

(d) A director or officer is not liable to the Corporation for any action taken or omitted to be taken as a director or officer, as the case may be, if, in connection with such action or omission, the director or officer performed the duties of the position in compliance with this section.

(e) A director, regardless of title, shall not be deemed to be a trustee with respect to the Corporation or with respect to any property held or administered by the Corporation, including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

2. Liability of Directors for Unlawful Distributions.

(a) A director who votes for or assents to a distribution knowingly made in violation of these Bylaws is personally liable to the Corporation for the amount of the distribution that exceeds what could have been distributed without violating these Bylaws if it is established that the director did not perform the director's duties in compliance with the foregoing section. In any proceeding commenced under this section, a director shall have all of the defenses ordinarily available to the director.

(b) A director held liable under subsection (a) hereinabove for an unlawful distribution is entitled to contribution:

1) From every other director who could be held liable under subsection (a) hereinabove for the unlawful distribution; and

2) From each person who accepted the distribution knowing the distribution was made in violation of these Bylaws, the amount of the contribution from such person being the amount of the distribution to that person that exceeds what could have been distributed to that person without violating these Bylaws.

ARTICLE X. DIRECTORS' CONFLICTING INTEREST TRANSACTIONS

1. As used in this section, "conflicting interest transaction" means a contract or other financial relationship between the Corporation and a director of the Corporation, or between the Corporation and a party related to a director, or between the Corporation and an entity in which a director of the Corporation is a director or officer or has a financial interest.

2. No loans shall be made by the Corporation to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Corporation for the amount of such loan until the repayment thereof.

3. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by the Corporation solely because the conflicting interest transaction involves a director of the Corporation or a party related to a director or an entity in which a director of the Corporation is a director or officer or has a financial interest, or solely because the director is present at or participates in the meeting of the Corporation's board of directors or of the committee of the board of directors that authorizes, approves, or ratifies the conflicting interest transaction, or solely because the director's vote is counted for such purpose if:

(a) The material fact as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or the committee, and the board of directors or the committee, in good faith, authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or

(b) The material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members of the board entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members of the board entitled to vote thereon; or

(c) The conflicting interest transaction is fair as to the Corporation.

4. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes, approves, or ratifies the conflicting interest transaction.

5. For purposes of this section, a "party related to a director" shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or a party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.

ARTICLE XI. LIMITS OF CERTAIN LIABILITIES OF DIRECTORS

1. There shall be no personal liability, either direct or indirect, of any director or officer to the Corporation for monetary damages for any breach or breaches of fiduciary duty as director or officer, except that this provision shall not eliminate the liability of a director or officer to the Corporation for monetary damages for any breach, act, omission, or transaction to which the Nonprofit Corporation Act expressly prohibits the elimination of liability.

2. This provision shall not limit the rights of directors or officers of the Corporation for indemnification or other assistance from the Corporation. This provision shall not modify, restrict, or otherwise diminish the provisions of C.R.S. § 13-21-116(2)(b) (concerning elimination of liability of directors, except for willful and wanton acts or omissions); any amendment or successor provision thereto; or any law limiting or eliminating liabilities.

3. Any repeal or modification of the foregoing provisions of this article the Corporation or any repeal or modification of the provisions of the Nonprofit Corporation Act which permits the elimination of liability of directors by this article shall not affect adversely any elimination of liability, right, or protection of a director or officer of the Corporation with respect to any breach, act, omission, or transaction of such director or officer occurring prior to the time of such repeal or modification.

ARTICLE XII. INDEMNIFICATION

1. Indemnification Definitions. As used in this article:

(a) "Director" means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, board of directors, trustee, employee, fiduciary, or agent of another domestic or foreign corporation, nonprofit corporation, or other person or of an employee benefit plan. A director is considered to be serving an employee benefit plan at the Corporation's request if the director's duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to the participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(b) "Expenses" includes attorney fees.

(c) "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses.

(d) "Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(e) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

2. Authority to Indemnify Directors.

(a) Except as provided in subsection (d) hereinafter, the Corporation shall indemnify a person made a party to a proceeding because the person is or was a director against liability incurred in the proceeding if:

1) The person's conduct was in good faith; and

2) The person reasonably believed:

(i) In the case of conduct in an official capacity with the Corporation, that the conduct was in the Corporation's best interests;

(ii) In all other cases, that the conduct was at least not opposed to the Corporation's best interests; and

(iii) In the case of any criminal proceeding, the person had no reasonable cause to believe the conduct was unlawful.

(b) A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of subsection (2)(ii) hereinabove. A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of subsection (a)(1) hereinabove.

(c) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendre* or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this section.

(d) The Corporation may not indemnify a director under this section:

1) In connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; or

2) In connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the director was adjudged personally liable on the basis that the director derived an improper personal benefit.

(e) Indemnification permitted under this section in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

3. Mandatory Indemnification of Directors. The Corporation shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director, against reasonable expenses incurred by the person in connection with the proceeding.

4. Advance of Expenses to Directors.

(a) The Corporation shall pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

1) The director furnishes to the Corporation a written affirmation of the director's good faith belief that the director has met the standard of conduct described in these Bylaws;

2) The director furnishes to the Corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct; and

3) A determination is made that the facts then known to those making the determination would not preclude indemnification under this article.

(b) The undertaking required by subsection (a)(2) hereinabove shall be a general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

5. Determination and Authorization of Indemnification of Directors.

(a) The Corporation may not indemnify a director under this article unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in these Bylaws. The Corporation shall not advance expenses to a director under this article unless authorized in the specific case after the written affirmation and undertaking required by these Bylaws are received and the determination required by these Bylaws has been made.

(b) The determination required by subsection (a) hereinabove shall be made:

1) By the board of directors by a majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the proceeding shall be counted in satisfying the quorum; or

2) If a quorum cannot be obtained, a majority vote of a committee of the board of directors designated by the board of directors, which committee shall consist of two (2) or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.

(c) If a quorum cannot be obtained as contemplated in subsection (b)(1) hereinabove, and a committee cannot be established under subsection (b)(2) hereinabove, or even

if a quorum is obtained or a committee is designated, if a majority of the directors constituting such quorum or such committee so directs, the determination required to be made by subsection (a) hereinabove shall be made by independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in subsection (b)(1) or (b)(2) hereinabove, or if a quorum of the full board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board of directors.

(d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of legal expenses shall be made by the body that selected such counsel.

6. Indemnification of Officers, Employees, Fiduciaries, and Agents.

(a) An officer is entitled to mandatory indemnification under this article, in each case to the same extent as a director.

(b) The Corporation shall indemnify and advance expenses to an officer, employee, fiduciary, or agent of the Corporation to the same extent as to a director.

(c) The Corporation shall also indemnify and advance expenses to an officer, employee, fiduciary, or agent who is not a director to a greater extent, if not inconsistent with public policy or these Bylaws, general or specific action of the board of directors or voting members, or contract.

7. Insurance. The Corporation shall purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the Corporation or who, while a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, member of the board of directors, trustee, employee, fiduciary, or agent of another domestic or foreign corporation, nonprofit corporation, or other person, or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from the person's status as a director, officer, employee, fiduciary, or agent, whether or not the Corporation would have power to indemnify the person against the same liability under this article. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity or any other interest through stock ownership or otherwise.

8. Limitation of Indemnification of Directors. This article does not limit the Corporation's power to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when the director has not been made a named defendant or respondent in the proceeding.

ARTICLE XIII. OFFICERS

1. Officers. The Corporation shall have a president, a secretary, a treasurer, and such other officers as may be designated by the board of directors. An officer shall be a natural person who is eighteen (18) years of age or older. An officer need not be a director of the Corporation. Officers may be appointed by the board of directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors. The board of directors shall delegate to the secretary or to one or more other persons responsibility for the preparation and maintenance of minutes of the directors' meetings and other records and information required to be kept by the Corporation and for authenticating records of the Corporation. The same individual may simultaneously hold more than one office in the Corporation.

2. President. The president shall be the chief executive officer of the Corporation. The president shall preside at all meetings the Board. The president shall have the general powers and duties that are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from time to time as the president may determine to be appropriate to assist in the conduct of the affairs of the Corporation or as may be established by the board at any regular or special meetings.

3. Vice President. The vice president shall have all the powers and authority and perform all functions and duties of the president in the absence of the president or his or her inability for any reason to exercise such powers and functions or to perform such duties.

4. Secretary. The secretary shall keep all minutes of the meetings of the board of directors and the minutes of all meetings of the Corporation. The secretary shall have charge of all books and papers that the board may direct and shall, in general, perform all the duties incident to the office of the secretary.

5. Treasurer. The treasurer shall have the responsibility for the Corporation funds and shall be responsible for keeping a full and accurate account of all receipts and disbursements in the books belonging to the Corporation; provided, however, that when a board of directors has been delegated the responsibility of collecting and disbursing funds, the treasurer's responsibility shall be to review the accounts of the board of directors not less often than quarterly. The treasurer shall perform such other duties as from time to time may be assigned by the board of directors.

6. Resignation and Removal of Officers. An officer may resign at any time by giving written notice of resignation to the Corporation. A resignation of an officer is effective when the notice is received by the Corporation unless the notice specifies a later effective date. If a resignation is made effective at a later date, the board of directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date with the provision that the successor does not take office until the effective date, or the board may remove the officer at any time before the effective date and may fill the resulting vacancy. The board of directors may remove any officer at any time without cause. The board of directors may make provisions for the removal of officers by other officers. An officer who resigns or is removed or whose appointment has expired may deliver to the Colorado Secretary of State for filing a statement to that effect.

7. Contract Rights with Respect to Officers. The appointment of an officer does not itself create contract rights. An officer's removal does not affect the officer's contract rights, if any, with the Corporation. An officer's resignation does not affect the Corporation's contract rights, if any, with the officer.

ARTICLE XIV. CORPORATION RECORDS

1. The Corporation shall keep as permanent records minutes of all meetings of its board of directors, a record of all actions taken by the board of directors without a meeting, a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the Corporation, and a record of all waivers of notices of meetings of the board of directors or any committee of the board of directors.

2. The Corporation shall maintain appropriate accounting records.

3. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

4. The Corporation shall keep a copy of each of the following records at its principal office:

(a) Its Articles of Incorporation;

(b) Its Bylaws;

(c) A list of the names and business or home addresses of its current directors and officers;

(d) A copy of its most recent corporate report delivered to the Colorado Secretary of State; and

(e) All financial statements prepared for periods ending during the last three (3) years.

ARTICLE XV. AMENDMENT

These Bylaws may be amended by vote of a majority of the directors voting in person or by proxy at a meeting at which a quorum of the directors is present, if notice of the meeting indicated that amendment of the Bylaws would be considered at the meeting and the general substance of the amendment. Any amendment to these Bylaws shall be approved by the Board of Trustees of the Town of Wellington, Colorado.

Board of Trustees Meeting

Date: **September 26, 2023**
Subject: **August 23, 2023 Special Meeting Minutes**

- **Presentation: Ethan Muhs, Town Clerk**

BACKGROUND / DISCUSSION

Minutes of the August 23, 2023 Special Meeting. A link to the video recording of this meeting is available as of 09.21.23.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:
1. Approve the August 23, 2023 Minutes with the Consent Agenda
2. Remove the the August 23, 2023 Minutes from the Consent Agenda and consider further as an Action Item

ATTACHMENTS

1. 08.23.23 Special Meeting Minutes - Action
2. 08.23.23 Special Meeting Minutes - Exhibit 1

BOARD OF TRUSTEES
August 23, 2023
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Special Meeting Minutes

A. CALL TO ORDER

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

1. Pledge of Allegiance
   Mayor Chaussee asked all to rise for the Pledge of Allegiance.

2. Roll Call
   Mayor Chaussee asked for a roll call. The Clerk noted a quorum with the following:
   Chaussee – present.
   Macdonald – present.
   Dailey – present.
   Gaiter – present.
   Mason – present.
   Tietz – present.
   Wiegand – present.

3. Amendments to Agenda
   Mayor Chaussee asked if there were any amendments to the agenda; there were none.

4. Conflict of Interest
   Mayor Chaussee asked if there were any conflicts of interest on agenda items; there were none.

B. COMMUNITY PARTICIPATION

1. Public Comment
   Mayor Chaussee called for public comment on non-agenda items; there were none.

C. ACTION ITEMS

1. Connell Asphalt Plant Appeal

Summary Introduction

Mr. Dan Sapienza, the Town Attorney, presented this item to the Board, noted the purpose of the hearing was to consider an appeal to the June 5, 2023 decision of the Town's Planning Commission on the Connell Resources, Inc. Site Plan Application, and introduced the Interested Parties – the Appellant, Mr. Ben and Mrs. Ayla Leistikow, represented by Mr. Jeffrey Cullers (Appellant); and the Appellee, the President of Connell Resources Inc., Mr. John Warren, represented by Ms. Carolynne White (Appellee).

Conflicts of Interest

Mr. Sapienza asked the Board to disclose any conflicts of interest relating to this item; there were none.

Ex Parte Communications
Mr. Sapienza then asked the Board to disclose ex parte communications. Trustees Tietz, Mason, and Gaiter disclosed ex parte communications.

Preliminary Procedural Issues
Mr. Sapienza then discussed procedures for the Appeal Hearing and invited the interested parties to address preliminary procedural issues.

The Appellee, represented by Ms. Carolynne White, addressed a preliminary procedural issue and filed an Exhibit with the Town Clerk (Exhibit 1).

The Board then discussed this issue with the Appellant.

Staff Introduction
Mr. Sapienza provided an introduction for this appeal, including: 1) a discussion on quasi-judicial proceedings for Appeal Hearings; 2) the Town's Municipal Code (MC) and Land Use Code (LUC); 3) the purpose, scope, and review criteria for the Board's decision; 4) a summary of the events leading to the hearing, and; 5) the procedures to be followed for the hearing.

Mayor Chaussee directed the Clerk to set a 30-minute timer for the following presentations.

Appellant Presentation
Mr. Jeffrey Cullers, representing the Appellant, presented the Appellant's position to the Board.

Appellee Presentation
Ms. Carolynne White, representing the Appellee, presented the Appellee's position to the Board.

Appellant Rebuttal
Mr. Cullers presented a rebuttal to the Board.

Staff Statements
Mr. Sapienza provided additional staff statements regarding the format and procedures of Board deliberations.

Mayor Chaussee called for a 5-minute recess at 7:57 p.m.

Mayor Chaussee called the meeting back to order at 8:06 p.m.

Deliberation by the Board
Mayor Chaussee invited deliberations from the Board of Trustees and proposed an organization of the discussion. The Board deliberated on this issue, considering the record, presentations, rebuttal, MC and LUC, and additional comments from the Appellant, Appellee, and Town Staff.

Mayor Chaussee called for a 5-minute recess at 9:35 p.m.

Mayor Chaussee called the meeting back to order at 9:43 p.m.

Mr. Sapienza requested additional guidance from the Board, and the Board conducted further deliberations at the direction of Mayor Chaussee.

Motion and Vote

Trustee Gaiter moved to reverse the decision of the Planning Commission – to approve the Site Plan for Connell Resources – based on the finding of fact that: given the Appellant's Item #1, the asphalt plant is a heavy industrial use that will produce and curate toxic chemicals that is governed by the Town's Land Use Code, Municipal Code Sec. 15-4-30(v)(2) which states "any heavy industrial use producing and curating toxic chemicals or conducting animal slaughtering shall be located at least 2,640 feet from any residential district, religious land use, or school," and; that the Planning Commission did err in not applying the setback therein given facts in the Antea Report in the record, beginning on pg. 738 and including chemicals listed on pg. 745 of the Packet, and; that it is very clear from the air study that these toxic chemicals produced and curated by the proposed hot-mix asphalt plant, while these are proposed to be maintained at safe levels by permit, the Town's Land Use Code does not specify a clear level. Mayor Pro Tem Macdonald seconded.

Yeas: Gaiter, Macdonald, Wiegand, Tietz
Nays: Mason, Dailey, Chaussee

With a vote of 4 in-favor, 3 against, the motion carries and the decision of the Planning Commission on the June 5, 2023 Connell Resources Site Plan Application was reversed given the stated findings of fact.

D. REPORTS

Mayor Chaussee called for reports.

1. Town Attorney
   No report.

2. Town Administrator
   No report.

3. Staff Communications
   No report.

4. Board Reports
   No report.

E. ADJOURN

Mayor Chaussee called for a motion to adjourn. Upon the motion noted, seconded, and unanimously carried, Mayor Chaussee adjourned the meeting at 9:55 p.m.

_____
Ethan Muhs, Town Clerk

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.

August 23rd

Town Planning meeting 6:30 PM @ Leeper Center for Asphalt Plant behind Wellington Community Park

PLANNING BOARD APPEAL TO BOARD OF TRUSTEES

The planning board approved a site plan for the Connell Asphalt plant, but the appeal to Trustees shows multiple Land Use Code Violations.

We are fighting that a 2,640ft setback still applies to this plant for producing toxic chemicals, along with additional setback issues and missing documentation. The full appeal can be seen here as part of the packet
https://www.townofwellington.com/ArchiveCenter/ViewFile/Item/769

HEALTH IMPACT, AIR, NOISE POLLUTION, AND LOSS OF PROPERTY VALUE

Asphalt fumes are known air toxics according to the Colorado Health Department. Exposure to these air toxins may cause, cancer, central nervous system problems, liver damage, respiratory problems, and skin irritation.

ADDITIONAL ISSUES

- Asphalt plant heavy production does not follow the variance they received at the Adjustment Board
- Truck Welding and Truck Wash is within 250 foot setback for light industrial
- Contractor and contractor storage is within a 100 foot setback
- The planning commission failed to properly measure setbacks from closest building
- Emissions will leave the site breaking land use code 3.04.C.1
- Dimensioned elevation drawings or renderings, including front, back, and side elevations shall be submitted with all site plan applications to illustrate conformance with the regulations herein were not provided

EMAIL YOUR BOARD OF TRUSTEES OR OTHER OFFICIALS

Senator Janice Marchman- Janice.marchman.senate@coleg.gov
John Kefalas- jkefalas@larimer.org
Coloradoan reporter Pat Ferrier- patferrier@coloradoan.com
Denver 7 News- newstips@denver7.com
CBS News 4 contact form- https://www.cbsnews.com/colorado/contact/

Email takeactionwellington@gmail.com for more information

Board of Trustees Meeting

Date: **September 26, 2023**
Subject: **September 12, 2023 Regular Meeting Minutes**

- **Presentation: Ethan Muhs, Town Clerk**

BACKGROUND / DISCUSSION

Minutes from the September 12, 2023 Regular Meeting. A link to the video recording of this meeting was available as of 09.21.23.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:
1. Approve the September 12, 2023 Minutes with the Consent Agenda
2. Remove the the September 12, 2023 Minutes from the Consent Agenda and consider further as an Action Item

ATTACHMENTS

1. 09.12.23 Board of Trustees Regular Meeting Agenda_DRAFT

BOARD OF TRUSTEES
September 12, 2023
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

A. CALL TO ORDER

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

1. Pledge of Allegiance
   Mayor Chaussee asked all to rise for the Pledge of Allegiance.

2. Roll Call
   The Clerk noted a quorum with the following roll call:
   Mayor Chaussee – present
   Mayor Pro Tem Macdonald – absent
   Trustee Dailey – joined virtual @ approx. 6:45 p.m.
   Trustee Gaiter – present virtual
   Trustee Mason - present
   Trustee Tietz - present
   Trustee Wiegand – present

3. Amendments to Agenda
   Mayor Chaussee asked if there were any amendments to the agenda; there were none.

4. Conflict of Interest
   Mayor Chaussee asked if there were any conflicts of interest; there were none.

B. COMMUNITY PARTICIPATION

1. Public Comment
   Mayor Chaussee called for public comment; Dawn Peacock, Carlton Bontrager, and Mario Quinonez provided public comments.

2. Proclamation

   a. Proclamation: Cities and Towns Week
      Mayor Chaussee proclaimed September 10th – 16th 2023 as Cities and Towns Week.

   b. Proclamation: National Cleanup Day
      Mayor Chaussee proclaimed September 16th 2023 as National Cleanup Day.

C. PRESENTATION

1. 2024 Regular Election Preparation
   Mayor Chaussee invited Mr. Ethan Muhs, the Town Clerk, to present this item. Mr. Muhs presented this item and responded to questions from the Board.

2. Metropolitan Planning Organization Updates
Mayor Chaussee invited Ms. Suzette Mallette to present this item. Ms. Mallette presented this item and responded to questions from the Board.

D. CONSENT AGENDA

1. August 22, 2023 Regular Meeting Minutes

2. Resolution No. 31-2023: A Resolution of the Town of Wellington, Colorado Making Appointments to the Wellington Housing Authority

3. Resolution No. 32-2023: A Resolution of the Town of Wellington, Colorado Cancelling the October 17, 2023 Work Session, the November 21, 2023 Work Session, and the December 26, 2023 Regular Meeting of the Board of Trustees

Mayor Chaussee invited the Town Clerk to read the Consent Agenda items and called for a motion to approve.

Trustee Mason motioned to approve the Consent Agenda items. Trustee Wiegand seconded.
Yeas: Mason, Wiegand, Gaiter, Dailey, Tietz, Chaussee
Nays: N/A

The motion carried unanimously, and the Consent Agenda was approved.

E. ACTION ITEMS

1. Resolution No. 33-2023: A Resolution of the Town of Wellington, Colorado Approving an Intergovernmental Agreement with Larimer County and Emergency Management Services for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance

Mayor Chaussee invited Ms. Patti Garcia, Town Administrator, to present this item. Ms. Garcia presented this item.

Mayor Chaussee called for questions from the Board. Trustee Tietz and Trustee Gaiter asked questions and Ms. Garcia responded. Trustee Wiegand and Trustee Dailey made comments.

Mayor Chaussee invited public comment; there was none.

Mayor Chaussee invited final comments from the Board; there was none, called for a motion.

Trustee Mason moved to approve Resolution No. 33-2023: A Resolution of the Town of Wellington, Colorado Approving an Intergovernmental Agreement with Larimer County and Emergency Management Services for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance; Trustee Teitz seconded.

Yeas: Mason, Tietz, Gaiter, Dailey, Weigand, Chaussee
Nays: N/A

The motion carried unanimously, and Resolution No. 33-2023 was approved.

F. LIQUOR LICENSE AUTHORITY BOARD

Mayor Chaussee closed the regular meeting, opened the Liquor License Authority Board 8:00 p.m., and asked the Clerk for a Roll Call.

The Clerk noted a quorum as follows:
Mayor Chaussee – present
Mayor Pro Tem Macdonald – absent
Trustee Dailey – absent
Trustee Gaiter – absent
Trustee Mason - present
Trustee Tietz - present
Trustee Wiegand – present

1. New License Public Hearing & Application Consideration: Old Colorado Brewing Tavern (City) License

Mayor Chaussee invited the Mr. Ethan Muhs, Town Clerk presented this item and responded to questions from the Board.

Mr. Muhs invited applicants Tara and Brandon Neckel to present.

Mayor Chaussee called for Board comments on this item; Trustee Teitz, Trustee Mason made comments and applicants responded.

Mayor Chaussee opened the hearing for public comment at 8:07 p.m. Dawn Peacock made public comment.

Mayor Chaussee closed the hearing for public comment at 8:08 p.m. and called for a motion on this item.

Trustee Teitz moved to approve the New License Public Hearing & Application Consideration: Old Colorado Brewing Tavern (City) License Trustee Wiegand seconded.

Yeas: Tietz, Wiegand, Mason, Chaussee
Nays: N/A

The motion carried unanimously, and the application was approved.

Mayor Chaussee closed the Liquor License Authority Board and reopened the Regular Meeting at 8:09 p.m.

G. REPORTS

1. Town Attorney

No report.

2. Town Administrator

Ms. Garcia reported next work session will include a draft budget presentation from Larimer County Sherriff's Office, Administration Department, and the Library. Finance Committee Vice Chair and HR to present on Board compensation. Utilities rate adjustment discussion moved to October 10th which will be a work session and regular meeting.

3. Staff Communications
Ms. Garcia provided a brief update on 2021/2022 audit for the next meeting as well as MOU for Safe Routes to school item.

a. June Report of Bills

4. Board Reports
Gaiter – reported on indirect cost increase of LCSO, Request reports from Mr. Rhodes with budget and audit.
Dailey – reported on Senior center bus needs and 4H Fair and SpargetoberFest 2023.
Wiegand – reported on property tax and water relief; In home business review; Retirement/fix income making Wellington affordable place to live.
Tietz – reported on MOU for Safe Routes to school; Address land use code regarding small at home business; Property tax relief house bill that was recently passed; ARC of Larimer County Film Fest September 29th 2023 at Rialto Theater.
Mason – reported on Prop HH.
Chaussee – nothing to report.

H. ADJOURN
Mayor Chaussee called for a motion to adjourn.

Trustee Tietz moved to adjourn the meeting. Trustee Wiegand seconded.

Yeas: Tietz, Wiegand, Gaiter, Dailey, Mason, Chaussee
Nays: N/A

The motion carried unanimously.

Mayor Chaussee adjourned the meeting at 8:30 p.m.

_____
Ethan Muhs, Town Clerk

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: September 26, 2023
Subject: Resolution No. 35-2023: Cleveland Avenue Improvements - Survey Contract Award

- **Presentation: Alex Evonitz, Engineer III**

BACKGROUND / DISCUSSION

The Cleveland Avenue Improvements project generally consists of the construction of curb extensions (commonly referred to as "bulb outs"), curb and gutter, drainage systems, sidewalk, parking, pedestrian safety, accessibility and other improvements to State Highway 1 (Cleveland Avenue) within the downtown area. Funding to begin the design phase of this project is currently appropriated in the 2023 budget in the amount of $350,000 (G/L 211-80-5022) . Future funding for the project is shown in the current 5-year CIP plan.

This project is currently in the design phase. An important step in this process is the preparation of a topographic and boundary survey. This information defines the current condition in terms of locations of Rights-of-Way, adjacent property lines, easements, underground utilities, planimetric features, and existing topographic data. To acquire this survey, Town staff prepared a Request for Proposals (RFP) to procure survey services from a firm licensed to perform survey work in the state of Colorado. The RFP was published on BidNet for 2 weeks. Six proposals, ranging in cost from $51,400 to $175,335, were received and reviewed by Town staff. Two of those firms were selected for follow-up interviews, which resulted in the final selection of Sanderson Stewart to perform this work for the not-to-exceed amount of $56,200.

Attached please find the following documents:
1. Proposed Resolution 35-2023, authorizing staff to execute the proposed contract with Sanderson Stewart
2. Attachment 1 - Proposed Contract with Sanderson Stewart Proposal received from Sanderson Stewart in response to the RFP
3. Attachment 2 - Summary of proposals received
4. Attachment 3 - Staff grading results

Based on the results of the selection process, staff recommends approval of the contract award to Sanderson Stewart in the not-to-exceed amount of $56,200.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:
1. Approve Resolution 35-2023 to authorize execution of the contract for survey services with Sanderson Stewart, in the not-to-exceed amount of $56,200.
2. Approve Resolution 35-2023 to authorize execution of the contract for survey services with Sanderson Stewart, in the not-to-exceed amount of $56,200, with conditions. 3. Decline to approve Resolution 35-2023.

ATTACHMENTS

1. Reso 35-2023 Cleveland Survey Contract Award
2. Attachments for Sanderson Stewart Contract Award - 1
3. Attachments for Sanderson Stewart Contract Award - 2

4. Attachments for Sanderson Stewart Contract Award - 3

TOWN OF WELLINGTON

RESOLUTION NO. 35-2023

A RESOLUTION TO AWARD A CONTRACT WITH SANDERSON STEWART FOR SURVEY SERVICES ASSOCIATED WITH CLEVELAND AVE. IMPROVEMENTS

WHEREAS the Town of Wellington has been awarded grants for the Cleveland Avenue Improvements project (the "Project"); and

WHEREAS the Town of Wellington is required to complete the research and establishment of the existing SH-1, Cleveland Avenue Right-of Way as part of the Project; and

WHEREAS the proposed contract from Sanderson Stewart is the first step in starting the design phase of the Project, which will provide pedestrian safety improvements, grading and improvements to storm drainage issues; and

WHEREAS, the terms of this contract agreement were previously reviewed by Wellington Legal Counsel and approved for content and format; and

WHEREAS, the Board of Trustees wishes to approve the Contract Agreement and make related amendments thereto.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, LARIMER COUNTY, COLORADO.

The Board of Trustees hereby approves the Contract Agreement with Sanderson Stewart for the survey services along Cleveland Avenue, Fifth Street in support of the Revitalizing Main Street Project.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of September 2023.

TOWN OF WELLINGTON, COLORADO

By:_____
Calar Chaussee, Mayor

ATTEST:

_____
Ethan Muhs, Town Clerk

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

REVITILIZING MAIN STREET CONSULTANT CONTRACT

FOR SURVEYSERVICES, GL No. 211-80-5022

Parties: The parties to this Contract are the Town of Wellington, 8225 3rd Street, Wellington, Colorado 80549 (Town) and Sanderson Stewart, 425 West Mulberry Street, Suite 201, Fort Collins, Colorado, 80521 (Consultant).

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

Term of Contract and Required Approvals: This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through December 8, 2024. All services shall be completed during this term.

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

Responsibilities of the Consultant:

Scope of Services: The Consultant 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 Consultant under this Contract will be the care and skill ordinarily used by members of the Consultant's profession providing similar services for projects of similar size, location, scope, and complexity to this project.

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

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

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

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

Responsibilities of the Town:

Data to be Furnished: All information, data, drawings, 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 Consultant without charge, and the Town shall cooperate with the Consultant in the carrying out of the project.

Report Reviews and Criteria: The Town shall examine all studies, reports, sketches, drawings, opinions of costs, and other documents presented by the Consultant and shall 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 Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

Audit and Access to Records: The Town shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall 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 Consultant which are pertinent to this Contract.

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

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

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

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

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

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

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

Entirety of Contract: This Contract, consisting of eight (8) pages inclusive of Attachment A, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

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

Indemnification: The Consultant agrees to indemnify, save harmless, and release the Town of Wellington and all of its

officers, agents, volunteers, and employees from and against any and all loss, damage, injury, liability, suits, and proceedings arising out of the performance of this Contract to the extent caused by the negligence of the Consultant's officers, agents, volunteers, or employees, but not for claims from the Town's negligence.

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

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

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

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

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

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

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

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

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

Insurance Requirements:

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

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

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

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

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

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

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

Limitation of Liability: Excluding the Consultant's liability for bodily injury or damage to the property of third parties, the total aggregate liability of the Consultant arising out of the performance or breach of this Contract shall not exceed the compensation paid to the Consultant under this Contract. Notwithstanding any other provision of this Contract, the Consultant shall have no liability to the Town for contingent, consequential, or other indirect damages including, without

limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of the Consultant, its employees, or subconsultants.

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

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

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

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

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

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

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

(i) As of the date of this Contract:

(a) Consultant does not knowingly employ or contract with an illegal alien; and

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

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

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

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

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

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

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

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

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

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

Project Requirements:

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

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

Project Access: The Consultant shall be responsible for obtaining access as required for project tasks. Including but not limited to survey access and required drone flights. Written notification are to but presented to any affected property prior to the start of work.

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

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Payment and Billing:

Reimbursement of Expenses: Subject to annual appropriation by the Town Board of Trustees, The Town agrees to pay the Consultant an amount equal to the price shown below for the services described in Attachment A and incorporated by reference as part of this Contract. Payment shall be made directly to the Consultant. Total payment under this Contract shall not exceed Fifty-Six Thousand Two Hundred Dollars ($56,200,00). Any change in that amount will require prior approval from the Town of Wellington.

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

Task	Estimated Cost
Task 1. Project Kickoff	$ 2,300.00
Task 2. Boundary Research & Topographic Survey + SUE	$ 31,500.00
Task 3. Identify Existing Encroachments	$ 4,000.00
Task 4. Preparation of ROW Plans and Submittal	$ 18,400.00
Total Project Cost	**$ 56,200.00**

Billing Statements: Billing statements shall be submitted no more often than monthly, on or before the 10th calendar day of each billing month, for activities and costs accrued since the last billing report and shall be made on forms approved by the Town. Each billing statement must include written justification of the cost items contained in the billing statement. Billing statements shall be transmitted electronically to project manager: Alex Evonitz, evonitzal@wellingtoncolorado.gov

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

Withholding of Payment: Any work element not completed or delivered may result in the Town with holding 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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Signatures:

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

TOWN OF WELLINGTON

Signature	Date
Printed Name	Title
Primary Contact Printed Name	Contact Info. (email, phone, etc.)
Witness Signature (if required)	Date
Printed Name	Title

Sanderson Stewart

Signature	2023-09-19 Date
John E Tufte Printed Name	Principal/Colorado Region Manager Title
Pete Paulus, PLS Primary Contact Printed Name	t: 970-549-0630 email:ppaulus@sandersonstewart.com Contact Info. (email, phone, etc.)
Witness Signature (if required)	Date
Printed Name	Title

Scope of Services:

Task 1: Scoping and Project Meetings

A scoping meeting shall be held shortly after the project award to familiarize the parties with the scope as well as obtain and supply input and information to and from the Town. The scoping meeting location and time shall be coordinated with the Town.

Other project meetings may be conducted to facilitate project RFI's and to keep the Town staff and affected parties informed of progress. The Firm should expect informal meetings/calls with Town staff. It may also be necessary to attend a brief presentation of progress to the CDOT ROW Unit and the Town Board (TBD). The Firm shall be responsible for setting up and conducting all meetings in coordination with the Town and shall prepare all needed materials and meeting records.

Task 2: Information Review

The Town provided preliminary research earlier in the process and was intended for reference only. A complete research effort is being required as part of this proposal.

Task 3: Show Existing ROW Encroachment

The goal of this task is to develop details in areas where the ROW can be verified and show if existing improvements have encroached over time. That same information will be shown on the final ROW corridor mapping from east BNSF to west I-25. No action will be taken because of that data but may be used in the future. Fences, building corners and other surface features should be documented.

Task 4: Presentation(s), Reports, and Deliverables

The Firm shall give two (2) hard copies of the existing condition of the ROW and two (2) approved copies of the CDOT approved ROW corridor. A preliminary evaluation summary describing the existing conditions and expected alignment updates are to be presented no later than October 6, 2023, but earlier is preferred. One USB drive copy having research data and drawings is required in Adobe Acrobat (PDF) format to provide project status. In addition to the PDF formats either a Civil 3D or MicroStation file is also required. The PDF version shall be assembled into one stand-alone file and be the same version as the hard copies.

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SANDERSON STEWART
a sanderson bellecci company

AUGUST 30, 2023

PROPOSAL

Cleveland Avenue (SH 1) & 5th Street Boundaries with ROW Topography Survey Services

SUBMITTED TO:
Alex Evonitz, PE
Engineer III
Town of Wellington
Wellington Municipal Services Building
8225 Third Street
Wellington, Colorado 80549
Submitted via Bidnet

SUBMITTED BY:
Pete Paulus, PLS, CFedS
Colorado Survey Manager
Sanderson Stewart
425 West Mulberry Street, Suite 201
Fort Collins, CO 80521
ppaulus@sandersonstewart.com
970.549.0630

TABLE OF CONTENTS

2. PROJECT TEAM 3

3. PROJECT REFERENCES 6

4. DETAILED WORK PLAN 7

5. PROJECT SCHEDULE 9

6. PROFESSIONAL FEE PROPOSAL 10

7. ADDITIONAL INFORMATION 11







PHOTOGRAPHY BY SANDERSON STEWART

MEET OUR PROJECT TEAM:

We have selected this project team based upon their applicable expertise, workload capacity, close proximity to the project area, and experience working with the Town of Wellington. Our dedicated team includes:



Pete Paulus, PLS, CFedS – Project Manager

COLORADO SURVEY MANAGER | SENIOR PROFESSIONAL LAND SURVEYOR - FORT COLLINS OFFICE

Role: Team leadership, primary project contact, meetings lead, legal descriptions, utility locate coordination

Pete Paulus has over 20 years of professional experience in land and construction surveying all over the Colorado Front Range. He leads Sanderson Stewart's surveying activities in Colorado from the firm's Fort Collins office. Pete's experience includes working as a land surveyor for the City of Fort Collins' Survey Department from 2012-2015 where he performed many of the same tasks as required in this project's scope of work. As a former City of Fort Collins Engineering Department Land Surveyor, Pete is well versed in the needs and requirements of Colorado municipalities, which means that the City can rely on him like an extension of its own team.

Key Past Projects:

- Town of Erie, Topo & R/W mapping of County Line Road (CDOT Local Agency), Erie, Colorado
- City of Dacono Legacy Drive R/W Extension, Dacono, Colorado
- Fort Collins - Loveland Water & South Fort Collins Sanitation Districts 30" Transmission Line, Fort Collins, Colorado
- City of Fort Collins On-Call Surveying Services, Fort Collins, Colorado



Darren Wimmer – Land Surveyor

STAFF SURVEYOR | SURVEY PARTY CHIEF | UAV PILOT - FORT COLLINS OFFICE

Role: Field survey tasks including topographic/boundary/ cadastral/geodetic surveying, UAV

Darren has over 22 years of applicable experience as a Survey Party Chief in Northern Colorado. He is a certified drone pilot and conducts land and aerial surveying tasks for both public and private clients in Northern Colorado. Darren is proficient in field surveying techniques and procedures needed to precisely survey boundary evidence, topography and utility features.

Key Past Projects:

- Town of Erie, Topo & R/W mapping of County Line Road (CDOT Local Agency), Erie, Colorado
- City of Dacono Legacy Drive R/W Extension, Dacono, Colorado
- Fort Collins - Loveland Water & South Fort Collins Sanitation Districts 30" Transmission Line, Fort Collins, Colorado
- Dawson Ridge Blvd, Castle Rock, Colorado
- City of Fort Collins On-Call Surveying Services, Fort Collins, Colorado

PROJECT TEAM CONTINUED...



Vince Gentry – Senior Designer

SENIOR CAD DESIGNER - FORT COLLINS OFFICE

Role: CAD drafting, base and utility mapping

Vince has 26 years of experience in the civil engineering and surveying fields including experience working for the Town of Wellington as an Engineer Technician III. His career began with construction, boundary, and ALTA surveying. His engineering experience includes municipal design, residential design, commercial design, dam rehabilitation and design, oil and gas work, substation design, construction observation, and project management.

Key Past Projects:

- Town of Wellington Engineer Technician III, Responsibilities included capital improvement project planning, design, construction and project management, development review and construction inspection, Wellington, Colorado
- Town of Erie, Topo, R/W mapping, and design and drafting of County Line Road (CDOT Local Agency), Erie, Colorado
- Town of Estes Park Graves Avenue Safe Routes to School (CDOT Local Agency project), Estes Park, Colorado
- City of Evans 23rd Avenue Widening, Evans, Colorado



Rebekah (Bekah) Boland, EI – Staff Engineer

STAFF ENGINEER - BOZEMAN, MT OFFICE

Role: CDOT R/W plans preparation

Bekah is very experienced in the preparation of CDOT R/W plans and will help ensure deliverables meet CDOT's standards and requirements having worked very recently on two of our firm's most recent municipal CDOT local agency projects in Erie and Estes Park.

Key Past Projects:

- Town of Erie, Topo, R/W mapping and drafting of County Line Road (CDOT Local Agency), Erie, Colorado
- Town of Estes Park Graves Avenue Safe Routes to School R/W drafting (CDOT Local Agency project), Estes Park, Colorado
- Town of Windsor Traffic Signal Improvements at Crossroads/New Liberty Intersection, Windsor, Colorado

PROJECT TEAM CONTINUED...



John Tufte, PE – Senior Quality Reviewer | Signing Authority

PRINCIPAL | COLORADO REGION MANAGER - FORT COLLINS OFFICE

Role: QA/QC process lead, signing authority

John's expertise includes infrastructure design, site development engineering, subsurface utilities engineering (SUE), due diligence investigations, master planning, value engineering, GIS, owner's representation, sustainable and low impact designs, and stormwater management.

Key Past Projects:

- Town of Erie, Topo & R/W mapping of County Line Road (CDOT Local Agency), Erie, Colorado
- Town of Estes Park Graves Avenue Safe Routes to School (CDOT Local Agency project), Estes Park, Colorado
- Town of Windsor On-Call Engineering, Windsor, Colorado
- City of Evans 23rd Avenue Widening, Evans, Colorado
- Fort Collins - Loveland Water & South Fort Collins Sanitation Districts 30" Transmission Line, Fort Collins, Colorado
- Fort Collins–Loveland Water District Master Services Agreement, Loveland, Colorado

APPLICABLE PROJECT REFERENCES:

CITY OF DACONO, TOPOGRAPHIC SURVEY AND BOUNDARY MAP FOR PROPOSED RIGHT-OF-WAY EXTENSION FOR LEGACY DRIVE, 2023

The objective of this project was to prepare a topographic map, boundary exhibit and legal description of a proposed right-of-way connecting the existing east end of Legacy Drive to a proposed subdivision approximately 900 feet to the east. As part of our work, Sanderson Stewart processed photogrammetry from a drone flight and prepared a drawing in PDF and Civil3D 2022 format showing the existing topography with 1-foot contours along with any observed utilities and improvements; the Horizontal Datum was modified NAD83 (2011) Colorado North State Plane Coordinates with an applied scale factor to achieve ground level distances. The Vertical Datum was NAVD88. Our team also performed a boundary survey to determine the boundaries of the parcels from which Right-of-Way would be acquired.

REFERENCE:
Bobby Redd, PE
Director of Public Works
City of Dacono
512 Cherry Street
Dacono, CO 80514
303.833.2317 x132
bredd@cityofdacono.com

Cost: *$5,600 (project was delivered on budget)*

PROJECT REFERENCES CONTINUED...

TOWN OF ERIE, COUNTY LINE ROAD MULTIMODAL IMPROVEMENTS (2 PROJECTS), 2021-PRESENT

Our team has been designing multimodal transportation improvements for approximately 1-mile of County Line Road from Telleen Avenue to Evans Street. From a survey perspective, this project has presented many challenges. First, the road straddles the line between two counties, Boulder and Weld so it required research in two separate records systems. Second, there is an elementary school on the west side of the road and a middle school on the east side which do not have existing corner monuments. Third, the legal description for the middle school property is a combination of old legal descriptions based partially on the original town plat that lacks monumentation and partially on the description of a railroad that was abandoned and built over with residential housing over a century ago. While we had extensive familiarity with Weld County's record system, it took time and effort to learn Boulder County's record organization. To deal with the lack of monumentation on the Elementary School property, we collaborated with the Town of Erie to get a previous, unrecorded survey to help us place their boundary lines. We also traced property transactions on the parcel to the south of the school which revealed a 20-foot strip between the two parcels that was not reflected on the Boulder County Assessor's map. We also traced property transactions back to patent on the middle school property and the adjoining parcel to the south which revealed a 35- foot gap in the legal descriptions that was not reflected on the Weld County Assessor's map. By identifying these issues, we ensured the proper owners were contacted and compensated for easement and right-of-way acquisitions and provide the information to the owners so that they could resolve the title encumbrances.

REFERENCE:
Wendi Palmer, PE, CFM
Project Manager
Town of Erie
645 Holbrook Street, Erie, CO 80516
303.926.2875
wpalmer@erieco.gov

Cost: *$365,385 (project 1), $411,146 (project 2) (projects are still in process and final project budgets to be determined)*



"You and your team have done an outstanding job of keeping the project on track and addressing unreasonable demand from us with very little notice." –Wendi Palmer, Town of Erie

FORT COLLINS - LOVELAND WATER DISTRICT, 30" TRANSMISSION LINE, FORT COLLINS, 2021- PRESENT

Sanderson Stewart provided a pre-design feasibility, conceptual and final design, along with topographic survey, easement and right-of-way documents creation for two segments of a water transmission main that extends from existing tanks along the south side of Crossroads Boulevard, east of I-25, to the County Road (CR) 30 Pump Station and to the Airport Pump Station. The two segments of the transmission main addressed by this project will be constructed in two phases. The intention of this project is to facilitate better water transmission working in a system with two existing pump stations west of I-25 that have different operational characteristics, "bottlenecks" in the system caused by insufficient existing pipe diameters east of I-25, and challenging alignment routes through existing developments north of Crossroads Boulevard. The total length of the water main is 3.5 miles (18,400 lineal feet). Sanderson Stewart's Survey & Mapping team created exhibits to depict easements from the title report with final approval and agreement of the alignment and between the property owners and the District. The team is also providing metes and bounds legal descriptions and exhibits of four permanent easements for the designed water main and nine temporary construction easements.

REFERENCE:
Sam Lowe, PE
Fort Collins-Loveland Water District
5150 Snead Drive
Fort Collins, CO 80525
970.226.3104
slowe@fclwd.com

Cost: *$109,500 final design task order amount (project still in progress)*

FORT COLLINS • LOVELAND
WATER DISTRICT



Project Understanding

The Town of Wellington needs accurate base mapping of existing conditions for Cleveland Avenue from the east side of the BNSF Railroad Right-of-way (ROW) to the west side of the I-25 ROW and on 5th Street from Cleveland Avenue to 1200 feet south of Cleveland Avenue. This base mapping will be used for planning and design of improvements for the revitalization of the Cleveland Avenue corridor. The primary issue to be resolved by this base mapping is the location of the ROW in relation to existing buildings and improvements along this corridor. The survey to be conducted as part of this project will identify potential encroachments so that the town can resolve any ROW discrepancies and provide a set of ROW plans that meets CDOT specifications for the Cleveland Avenue corridor of State Highway 1.

Project Approach

Task 1: Project Kick-off Once given Notice to Proceed, we will coordinate with the Town and CDOT to schedule a kick-off meeting to introduce the project team, discuss scoping and schedule, establish expectations, gather any pertinent record information that the town has available, and get feedback from CDOT on the project schedule. A letter will be drafted and mailed to the property owners notifying them that surveyors will be in the area and may need to access properties to search for property pins and collect topographic data. Title reports will be ordered (our fee estimate includes up to 10 title reports) for properties adjoining the Cleveland Avenue corridor for data related to easements, ROW, and parcel boundaries. The title reports can take up to two weeks to come back from the title company so they need to be ordered right away to be sure that they are received in time to review for items that may affect ROW location prior to finalization of the preliminary evaluation summary. Utility locates that meet SUE Quality Level A & B will also be scheduled with Kinetic Industry at this time.

Throughout the course of the project, each Friday, a project progress report will be sent to the Town and the entire project team. These weekly reports will include a description of what work was performed, a description of the next steps, and a list of any issues that need to be addressed. Staying informed at this level, allows the Town and the project team to keep the project moving forward by addressing potential schedule hold-ups early.

If Notice to Proceed is given by September 16, the predicted timelines shown on this proposal will hold. However, if Notice to Proceed is given after this date, Sanderson Stewart may push the schedule back accordingly. Given our experience with CDOT ROW mapping for a corridor of this size, the October 6 deadline for submitting a preliminary evaluation summary will be extremely difficult to achieve unless Notice to Proceed is given by September 16. To give an appropriate evaluation of potential encumbrances, the field survey and mapping of improvements and platted ROW will need to be completed prior to preparing the preliminary evaluation summary. If the Notice to Proceed is given after September 16 and the October 6 deadline must hold, then the evaluation may need to be tentative until all information is gathered and mapped. **Predicted Timeline: September 14-September 24**

Task 2: Boundary Research & Field Survey We will acquire plats for properties adjoining the ROW of Cleveland Avenue and 5th Street. CDOT ROW maps for the I-25 corridor and State HW-1 will also be researched as will the ROW map for the BNSF Railroad. These maps will be drawn in AutoCAD Civil3D. Monument records for PLSS section monuments necessary for establishing the ROW will also be acquired. An initial field survey will be conducted to establish survey control and monumentation of at least four permanent survey control points. We recommend establishing a 5th permanent survey control point to cover the project area appropriately. The only difference from the RFP scope is that there would be two control points along 5th Street instead of only one. The initial field survey would also include survey of PLSS monumentation that affects location of the ROW so that existing plats and easements can be mapped.

After the initial field survey, we will begin preparing a boundary base map and create property pin search locations for the field crew so that the crew can search for pins along the ROW. Further research will be conducted to find any existing Land Survey Plats that document

monumentation along the ROW. Armed with this information, the field crew will search for property pins along the ROW.

Once the utilities have been marked by Kinetic Industry, we will begin survey of utilities, improvements, and topography using Trimble GPS and robotic total station equipment. We will also fly the site with a Phantom IV-RTK drone to get up-to-date aerial photography of the existing conditions, document utility locate markings, and acquire surface topography adjacent to the project corridor so that current off-site drainage is understood prior to design of improvements. The surface data outside of the corridor acquired by drone photogrammetry will be much less precise (+/-0.50') than the data acquired through traditional survey methods within the corridor (+/- 0.02'). However, we have found that this data is precise enough to reflect drainage patterns and helps designers save considerable time by preventing the need to search for LIDAR mapping that is usually outdated and no more precise. As survey results come in from the field, we will process the data to develop topographic and utility base mapping in AutoCAD Civil 3D. The base mapping will be referenced to Colorado North State Plane Coordinates (NAD83 2011). All distances will be shown in US Survey Feet. All elevations will be based on the NAVD88 vertical datum. **Predicted Timeline: September 14-October 8**

Task 3: Identify Existing ROW Encroachments As the field survey is completed, our team will identify areas of encroachment and prepare detailed drawings of these areas for the preliminary evaluation summary. Our fee estimate includes up to 12 encroachment detail drawings. At this time, any areas where ROW is still uncertain will be noted for inclusion in the preliminary evaluation summary. Any areas where right-of-way is still uncertain will be researched further for determination. These encroachments will also be shown in the overall corridor mapping. The preliminary evaluation summary will be prepared for submittal by Oct. 6. A meeting will also be scheduled with the Town and CDOT to discuss the preliminary evaluation summary and moving forward with the ROW plans. **Predicted Timeline: September 25-October 8**

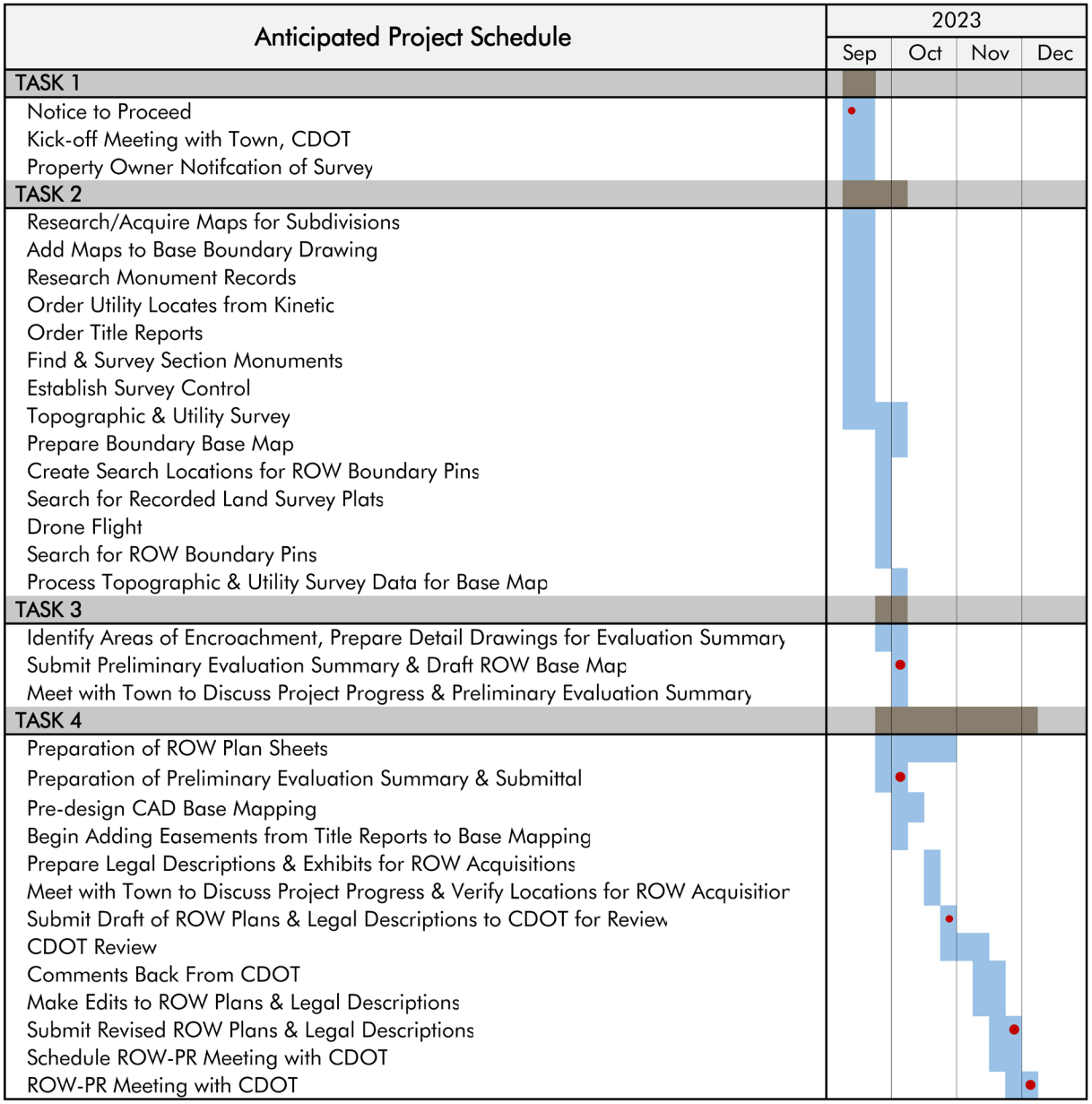
Task 4: Preparation of ROW Plans, Submittals Once the boundary base mapping is completed, we will start preparing sheets for the CDOT ROW plans that meet the specifications in the current CDOT ROW Manual. The sheets will be 11" X 17" to meet CDOT requirements. Amongst other elements required by the CDOT ROW Manual, these plans will include right-of-way centerline alignment with stationing, right-of-way limits, sidelines and ownership information of adjoining parcels, existing easements, any required right-of-way acquisition parcels, intersecting roadways and access roads, buildings, driveways, fences, and other major improvements. The plans will also contain all mapping elements and notes required for land survey plats by the State of Colorado in the Colorado Revised Statutes (CRS 38-51-106). Once the title reports have been received, we will review the reports for any existing easements that must be added to the mapping and verify the boundary legal descriptions of the adjoining parcels. After any ROW acquisition locations are identified by the Town, we will prepare legal descriptions and exhibits for the acquisition parcels. Sanderson Stewart's fee estimate includes up to ten (10) parcels where ROW acquisitions will be required.

A PDF draft of the ROW plans will be submitted to the Town for review by the final week of October. Once the Town has given its approval, the ROW plans and legal descriptions will be submitted to CDOT via email and the CDOT ProjectWise system. Based on experience, we anticipate about two weeks for CDOT to review the submitted documents. Once CDOT completes its review, we will revise the documents accordingly and submit the final signed and stamped copies to CDOT for final approval. Our team anticipates another two weeks for CDOT to give final approval.

We will submit two (2) hard copies of the final approved CDOT ROW plans and two (2) hard copies of the existing conditions corridor survey to the Town. A PDF version of the hard copy drawings will also be submitted as one stand-alone file. One USB drive containing the PDF files, research data and AutoCAD Civil3D files will also be submitted. Finally, two (2) USB drives that include the final report in PDF format will be submitted with the complete documentation package clearly labeled with the folder content and file names. **Predicted Timeline: September 25-Dec 10**

With our Fort Collins office in close proximity to the Town of Wellington and a former Town of Wellington Engineering Technician III on our team, we are excited at the opportunity to serve the Town for the long term!

ANTICIPATED PROJECT SCHEDULE



● Indicates anticipated meetings and submittals

We anticipate this schedule given a notice to proceed the week of September 14th. This schedule shall include reasonable allowances for review and approval times required by the Client, and review and approval times required by CDOT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character, or size of the project requested by the Client, or for delays or other causes beyond Sanderson Stewart's reasonable control.

The Client and Sanderson Stewart are aware that many factors outside Sanderson Stewart's control may affect Sanderson Stewart's ability to complete the services to be provided under this agreement. Sanderson Stewart will perform these services with reasonable diligence and expediency consistent with sound professional practices.

NOT TO EXCEED FEE:

TASK	
Task 1: Project Kick Off	$2,300
Task 2: Boundary Research & Field Survey (Includes Kinetic Industry ($3,400) & First American Title ($5,000))	$31,500
Task 3: Identify Existing ROW Encroachments	$4,000
Task 4: Preparation of ROW Plans, Submittals	$18,400
Not to Exceed Fee:	**$56,200**

HOURLY RATES:

SANDERSON STEWART STAFF PERSONNEL SERVICES	
Staff Engineer II	$128.00/hour
Principal	$235.00/hour
Staff Surveyor II	$120.00/hour
Senior Professional Land Surveyor II	$178.00/hour
Senior Designer II	$135.00/hour

SANDERSON STEWART SURVEY CREW SERVICES	
1-man Crew/2-man Crew	$ Per Job
Survey Equipment	$15.00/fieldwork hour
Survey Vehicle Mileage	$0.75/mile
Scanner Equipment (Hourly)	$150/hour
Scanner Equipment (Full Day)	$1,050/day

OUTSIDE CONSULTANTS + INDEPENDENT LABORATORIES

At cost if independently billed direct to client. Cost plus 5% if billed through us.

ADMINISTRATIVE EXPENSES

Including copies, prints, phone, postage, materials, and travel 3.5% (based on professional services only, unless modified by contract).
Vehicle mileage = IRS Rate

SANDERSON STEWART ANTICIPATES AN ANNUAL FEE ESCALATION OF 5.5% FOR RENEWALS OF THIS CONTRACT.

RATES EFFECTIVE NOVEMBER 1, 2022

Since beginning in a garage in 1969, Sanderson Stewart (A Sanderson Bellecci Company) has followed the core purpose To Plan and Design Enduring Communities, to become a regional, award-winning community design firm.

Our multidisciplinary professionals provide a comprehensive set of services to our clients including **surveying & mapping;** multi-modal transportation planning, design, and safety; civil/infrastructure engineering & design; site evaluations, land use planning & land development; placemaking & landscape architecture; and branding & visualization services in order to build and improve the communities and facilities in which we live, work, learn, and play.

Professional and accurate land surveying is part of our firm's DNA; one of our founders, Bob Sanderson, started his career in 1961 as a survey crew's rear chainman. Following in his father's footsteps, President | CEO Michael Sanderson started his career with the firm as a surveyor while still in high school. ***Our firm has been offering land surveying services since our foundation in 1969.***

PRIMARY CONTACT INFO
Pete Paulus, PLS, CFedS
425 West Mulberry Street, Suite 201
Fort Collins, Colorado 80521
ppaulus@sandersonstewart.com 970.549.0630

This contract will be served by our Fort Collins office, with additional support (if needed) from our entire Sanderson Bellecci family of companies.

8 Offices

174 Cool, Smart, Talented People (CSTP)

80 Registered Professionals

WHY SANDERSON STEWART? We add value. We are ready to set the Town of Wellington up for success by:

Knowing CDOT's Timelines & Processes to Meet a Quick Turnaround

Through our firm's experience with other, similar CDOT local agency projects we understand CDOT's often extended review timelines, plans, standards, expectations, and deliverable requirements. We will leverage this knowledge to the Town's benefit to keep this project moving forward. We know the Town is facing a compressed schedule and our experience and expertise will keep this project on track!

Using UAV Technology to Cost Effectively Gather Additional Survey Information

Our drone pilot, Darren Wimmer, is prepared to fly the Cleveland Avenue and 5th Street corridors to capture orthophotography of the current conditions. Updated imagery is very useful for designers to get a more complete picture of the project area. The images are also used too document the utility locate markings provided by our subconsultant, Kinetic Industry. From the aerial photography, Sanderson Stewart can also use photogrammetry to produce surface contours adjacent to the project corridor for drainage analysis.

Helping to Better Define the ROW to Mitigate Risk

Sanderson Stewart's team is well versed in accurately defining ROW through thorough research and experienced evaluation of field evidence. This puts the Town in the best position possible for the future design of infrastructure improvements in the Town's ROW. Our team has vast experience in tracing title back to patent if necessary to resolve boundary discrepancies. We take great pride in producing clear, thorough, and accurate, legal descriptions to help prevent future conflicts.

COMPREHENSIVE SURVEYING SERVICES

Land surveying sets the foundation that supports accurate design, construction, and inspection solutions. Proper control establishment combined with accurate property mapping and comprehensive topographic modeling enable the most efficient and innovative use of the space within the site or corridor. Our proven track record of developing and supporting projects that begin at native soil, progress through acquisition, preliminary design, final design, construction, as-built and GIS surveys of the finished improvements ensures a high quality and comprehensive product. We have provided a wide variety of surveying services to municipalities in the Rocky Mountain Region, as well as a variety of clients and projects to- date. We wanted to share our full list of surveying services and capabilities with the Town of Wellington as we work to build a relationship with the Town's team. We offer:

Right-of-Way Survey

- Determine and stake right-of-way (R/W) from surveyed evidence and records
- Write legal descriptions for R/W and easement acquisitions

Establish Control by setting new control or verifying existing control for various land and/or aerial (LiDAR and photogrammetry) surveys.

- Establish and maintain local area and regional survey control networks
- Harn Network Surveys with Least Squares Adjustments
- RTK-GPS Network Surveys
- Vertical Control adjustments from Differential Levels

Boundary Survey

Geodetic Survey

Terrestrial LIDAR scanning of river and railroad bridges, culverts, buildings, emergency slides, busy urban streets, and inaccessible locations

UAV Mapping capabilities including:

- Drone photography for up-to-date site imagery
- Drone photogrammetry for contour mapping
- Sanderson Stewart Employs three FAA licensed drone pilots

Topographic & Utility Mapping Surveys for public and municipal projects, which have included:

- Utilities such as gas, water, sewer, storm drain, underground electrical/communications, irrigation systems, lighting, overhead utilities, and related vaults, valve boxes, signs, hydrants, etc.
- Detention basins, water features
- Streets, sidewalks, trails, driveways, pavements, ramps, steps
- Parks including various sports fields, trees, and landscaping
- Dams, bridges, earth embankments, gravel mines

We also provide the following services:

- As-builts
- ALTA surveys
- Subdivision & platting
- Preparation and review of land descriptions
- Minor land subdivision plats for property acquisitions
- Mapping/Drafting using AutoCAD Civil 3D 2022 & MicroStation
- GIS Asset geolocation updates
- Construction layout of utilities and transportation infrastructure
- Pre & post floodplain elevation certifications
- Coordination of private & City utility locates and potholing activities
- Existing utility base mapping
- ACAD coordinate base transformations

We evolve with technology and make a concerted effort to keep up with and stay on the leading edge of current technology and innovative surveying practices. As such, we provide our staff with professional training, state-of-the art equipment, and mentoring from senior staff to promote broad skill sets with acute attention to detail. Topographic and boundary surveying are critical components of the majority of our firm's projects; it truly forms the foundation for planning, design, and construction, therefore the thoroughness and accuracy of the information assembled is paramount.



DUSTIN MUIR
Utility Locating & SUE Expert
Locate General Manager: Kinetic Industry
Years Experience: 23

Dustin Muir has 23 years of experience in the utility locating and damage prevention industry. Dustin oversees the Subsurface Utility Engineering Operations for Kinetic Locating. Dustin is Staking University Certified and holds OQ Certifications with XCEL Energy and Denver International Airport for Utility Locating and Damage Prevention. Dustin currently serves alongside CO811 as the President of the Weld County Damage Prevention Council.

Role: **Subconsultant providing** utility locates, Kinetic contact person

Benefit to Crossroads: Kinetic has proven to be a valuable partner to Sanderson Stewart; Dustin will ensure that his team continues to deliver efficient SUE data.

Relevant Project Experience:

- County Line Road (Evans to Telleen) with Sanderson Stewart, Erie, Colorado
- Examples of SUE plans and reports completed together:
  - South Tank and WDS Loop Waterline, Johnstown, Colorado
  - Big Dry Creek Sewer, Thornton, Colorado
  - Dawson Ridge Boulevard, Castle Rock, Colorado

Sanderson Stewart will also utilize First American Title Company for title reports.

THANK YOU!

Our firm has not yet had the opportunity to serve the Town of Wellington but we look forward to the opportunity to build an enduring working relationship with the Town's team! Thank you for taking the time to review our proposal for this exciting work!



SANDERSON STEWART

Enduring Community Design

Placemaking

Infrastructure Engineering

Surveying + Mapping

Community Planning

Landscape Architecture

Branding + Visualization

Bid Tab Summary

Bid Tabulation **Town of Wellington, CO**

Survey Services RMS SH-1, 5th Street 30-Aug-23

No.	Consultant	Location	Bid Amount
1	AVI	Fort Collins, CO	$51,004
2	Sanderson Stewart	Fort Collins, CO	$56,200
3	105 West	Denver, CO	$64,150
4	Ulteig	Greenwood Village, CO	$72,345
5	LW Survey	Lakewood, CO	$101,255
6	TopoGraphic	Lakewood, CO	$175,335.00

Project:	Wellington Survey Services SH-1, 5th St.
Evaluator:	Evonitz

Rating Values
1 - Undesirable
2 - More negative than positive
3 - Neutral / Average
4 - More positive than negative
5 - Desirable

Ratings for RMS Survey Services RFP

No.	Criteria	Criteria Weight (0-100%)	AVI		Sanderson Stewart		105 West		Ulteig		LW Survey		TopoGraphic	
			Score (1-5)	Weighted Score	Score (1-5)	Weighted Score	Score (1-5)	Weighted Score	Score (1-5)	Weighted Score	Score (1-5)	Weighted Score	Score (1-5)	Weighted Score
1	Proposal Quality	10%	5	0.50	4	0.40	3	0.30	5	0.50	3	0.30	5	0.50
2	Project Team Experience	25%	4	1.00	4	1.00	5	1.25	5	1.25	3	0.75	5	1.25
3	Location of Firm and Key Personnel	10%	5	0.50	5	0.50	4	0.40	2	0.20	3	0.30	2	0.20
4	Approach & Methodology	15%	4	0.60	5	0.75	5	0.75	4	0.60	2	0.30	5	0.75
5	Work Plan Schedule	15%	5	0.75	5	0.75	5	0.75	5	0.75	4	4.00	5	0.75
6	Proposed Fee	25%	5	1.25	5	1.25	3	0.75	3	0.75	1	1.00	1	0.25
	Totals	***100%***	**28**	**4.60**	**28**	**4.65**	**17**	**3.45**	**16**	**3.30**	**11**	**1.65**	**17**	**3.45**
		OK	**92%**		**93%**		**69%**		**66%**		**33%**		**69%**	

Project:	Cleveland Ave ROW & Survey (for Alex E.)
Evaluator:	Myer

Rating Values
1 - Undesirable
2 - More negative than positive
3 - Neutral / Average
4 - More positive than negative
5 - Desirable

Ratings for 2MG Gallon Treated Water Storage Tank Improvements

No.	Criteria	Criteria Weight (0-100%)	AVI		Sanderson	
			Score (1-5)	Weighted Score	Score (1-5)	Weighted Score
1	Proposal Quality	10%	4	0.40	5	0.50
2	Project Team & Experience	25%	5	1.25	5	1.25
3	Location of Firm and Key Personnel	10%	4	0.40	5	0.50
4	Approach & Methodology	15%	4	0.60	4	0.60
5	Work Plan & Project Schedule	15%	3	0.45	5	0.75
6	Proposed Fees	25%	5	1.25	4	1.00
Totals		*100%*	25	4.35	28	4.60
		OK	87%		92%	

Project:	Cleveland Ave ROW & Survey (for Alex E.)
Evaluator:	Ewert

Rating Values
1 - Undesirable
2 - More negative than positive
3 - Neutral / Average
4 - More positive than negative
5 - Desirable

Ratings for 2MG Gallon Treated Water Storage Tank Improvements

No.	Criteria	Criteria Weight (0-100%)	AVI		Sanderson	
			Score (1-5)	Weighted Score	Score (1-5)	Weighted Score
1	Proposal Quality	10%	3	0.30	4	0.40
2	Project Team & Experience	25%	4	1.00	5	1.25
3	Location of Firm and Key Personnel	10%	5	0.50	5	0.50
4	Approach & Methodology	15%	3	0.45	5	0.75
5	Work Plan & Project Schedule	15%	3	0.45	4	0.60
6	Proposed Fees	25%	5	1.25	4	1.00
Totals		*100%*	23	3.95	27	4.50
		OK	79%		90%	



SANDERSON STEWART
a sanderson bellecci company

AUGUST 30, 2023

PROPOSAL

Cleveland Avenue (SH 1) & 5th Street Boundaries with ROW Topography Survey Services

SUBMITTED TO:
Alex Evonitz, PE
Engineer III
Town of Wellington
Wellington Municipal Services Building
8225 Third Street
Wellington, Colorado 80549
Submitted via Bidnet

SUBMITTED BY:
Pete Paulus, PLS, CFedS
Colorado Survey Manager
Sanderson Stewart
425 West Mulberry Street, Suite 201
Fort Collins, CO 80521
ppaulus@sandersonstewart.com
970.549.0630

TABLE OF CONTENTS

2. PROJECT TEAM 3

3. PROJECT REFERENCES 6

4. DETAILED WORK PLAN 7

5. PROJECT SCHEDULE 9

6. PROFESSIONAL FEE PROPOSAL 10

7. ADDITIONAL INFORMATION 11







PHOTOGRAPHY BY SANDERSON STEWART

MEET OUR PROJECT TEAM:

We have selected this project team based upon their applicable expertise, workload capacity, close proximity to the project area, and experience working with the Town of Wellington. Our dedicated team includes:



Pete Paulus, PLS, CFedS – Project Manager

COLORADO SURVEY MANAGER | SENIOR PROFESSIONAL LAND SURVEYOR - FORT COLLINS OFFICE

Role: Team leadership, primary project contact, meetings lead, legal descriptions, utility locate coordination

Pete Paulus has over 20 years of professional experience in land and construction surveying all over the Colorado Front Range. He leads Sanderson Stewart's surveying activities in Colorado from the firm's Fort Collins office. Pete's experience includes working as a land surveyor for the City of Fort Collins' Survey Department from 2012-2015 where he performed many of the same tasks as required in this project's scope of work. As a former City of Fort Collins Engineering Department Land Surveyor, Pete is well versed in the needs and requirements of Colorado municipalities, which means that the City can rely on him like an extension of its own team.

Key Past Projects:

- Town of Erie, Topo & R/W mapping of County Line Road (CDOT Local Agency), Erie, Colorado
- City of Dacono Legacy Drive R/W Extension, Dacono, Colorado
- Fort Collins - Loveland Water & South Fort Collins Sanitation Districts 30" Transmission Line, Fort Collins, Colorado
- City of Fort Collins On-Call Surveying Services, Fort Collins, Colorado



Darren Wimmer – Land Surveyor

STAFF SURVEYOR | SURVEY PARTY CHIEF | UAV PILOT - FORT COLLINS OFFICE

Role: Field survey tasks including topographic/boundary/ cadastral/geodetic surveying, UAV

Darren has over 22 years of applicable experience as a Survey Party Chief in Northern Colorado. He is a certified drone pilot and conducts land and aerial surveying tasks for both public and private clients in Northern Colorado. Darren is proficient in field surveying techniques and procedures needed to precisely survey boundary evidence, topography and utility features.

Key Past Projects:

- Town of Erie, Topo & R/W mapping of County Line Road (CDOT Local Agency), Erie, Colorado
- City of Dacono Legacy Drive R/W Extension, Dacono, Colorado
- Fort Collins - Loveland Water & South Fort Collins Sanitation Districts 30" Transmission Line, Fort Collins, Colorado
- Dawson Ridge Blvd, Castle Rock, Colorado
- City of Fort Collins On-Call Surveying Services, Fort Collins, Colorado

PROJECT TEAM CONTINUED...



Vince Gentry – Senior Designer

SENIOR CAD DESIGNER - FORT COLLINS OFFICE

Role: CAD drafting, base and utility mapping

Vince has 26 years of experience in the civil engineering and surveying fields including experience working for the Town of Wellington as an Engineer Technician III. His career began with construction, boundary, and ALTA surveying. His engineering experience includes municipal design, residential design, commercial design, dam rehabilitation and design, oil and gas work, substation design, construction observation, and project management.

Key Past Projects:

- Town of Wellington Engineer Technician III, Responsibilities included capital improvement project planning, design, construction and project management, development review and construction inspection, Wellington, Colorado
- Town of Erie, Topo, R/W mapping, and design and drafting of County Line Road (CDOT Local Agency), Erie, Colorado
- Town of Estes Park Graves Avenue Safe Routes to School (CDOT Local Agency project), Estes Park, Colorado
- City of Evans 23rd Avenue Widening, Evans, Colorado



Rebekah (Bekah) Boland, EI – Staff Engineer

STAFF ENGINEER - BOZEMAN, MT OFFICE

Role: CDOT R/W plans preparation

Bekah is very experienced in the preparation of CDOT R/W plans and will help ensure deliverables meet CDOT's standards and requirements having worked very recently on two of our firm's most recent municipal CDOT local agency projects in Erie and Estes Park.

Key Past Projects:

- Town of Erie, Topo, R/W mapping and drafting of County Line Road (CDOT Local Agency), Erie, Colorado
- Town of Estes Park Graves Avenue Safe Routes to School R/W drafting (CDOT Local Agency project), Estes Park, Colorado
- Town of Windsor Traffic Signal Improvements at Crossroads/New Liberty Intersection, Windsor, Colorado

PROJECT TEAM CONTINUED...



John Tufte, PE – Senior Quality Reviewer | Signing Authority

PRINCIPAL | COLORADO REGION MANAGER - FORT COLLINS OFFICE

Role: QA/QC process lead, signing authority

John's expertise includes infrastructure design, site development engineering, subsurface utilities engineering (SUE), due diligence investigations, master planning, value engineering, GIS, owner's representation, sustainable and low impact designs, and stormwater management.

Key Past Projects:

- Town of Erie, Topo & R/W mapping of County Line Road (CDOT Local Agency), Erie, Colorado
- Town of Estes Park Graves Avenue Safe Routes to School (CDOT Local Agency project), Estes Park, Colorado
- Town of Windsor On-Call Engineering, Windsor, Colorado
- City of Evans 23rd Avenue Widening, Evans, Colorado
- Fort Collins - Loveland Water & South Fort Collins Sanitation Districts 30" Transmission Line, Fort Collins, Colorado
- Fort Collins–Loveland Water District Master Services Agreement, Loveland, Colorado

APPLICABLE PROJECT REFERENCES:

CITY OF DACONO, TOPOGRAPHIC SURVEY AND BOUNDARY MAP FOR PROPOSED RIGHT-OF-WAY EXTENSION FOR LEGACY DRIVE, 2023

The objective of this project was to prepare a topographic map, boundary exhibit and legal description of a proposed right-of-way connecting the existing east end of Legacy Drive to a proposed subdivision approximately 900 feet to the east. As part of our work, Sanderson Stewart processed photogrammetry from a drone flight and prepared a drawing in PDF and Civil3D 2022 format showing the existing topography with 1-foot contours along with any observed utilities and improvements; the Horizontal Datum was modified NAD83 (2011) Colorado North State Plane Coordinates with an applied scale factor to achieve ground level distances. The Vertical Datum was NAVD88. Our team also performed a boundary survey to determine the boundaries of the parcels from which Right-of-Way would be acquired.

REFERENCE:
Bobby Redd, PE
Director of Public Works
City of Dacono
512 Cherry Street
Dacono, CO 80514
303.833.2317 x132
bredd@cityofdacono.com

Cost: *$5,600 (project was delivered on budget)*

PROJECT REFERENCES CONTINUED...

TOWN OF ERIE, COUNTY LINE ROAD MULTIMODAL IMPROVEMENTS (2 PROJECTS), 2021-PRESENT

Our team has been designing multimodal transportation improvements for approximately 1-mile of County Line Road from Telleen Avenue to Evans Street. From a survey perspective, this project has presented many challenges. First, the road straddles the line between two counties, Boulder and Weld so it required research in two separate records systems. Second, there is an elementary school on the west side of the road and a middle school on the east side which do not have existing corner monuments. Third, the legal description for the middle school property is a combination of old legal descriptions based partially on the original town plat that lacks monumentation and partially on the description of a railroad that was abandoned and built over with residential housing over a century ago. While we had extensive familiarity with Weld County's record system, it took time and effort to learn Boulder County's record organization. To deal with the lack of monumentation on the Elementary School property, we collaborated with the Town of Erie to get a previous, unrecorded survey to help us place their boundary lines. We also traced property transactions on the parcel to the south of the school which revealed a 20-foot strip between the two parcels that was not reflected on the Boulder County Assessor's map. We also traced property transactions back to patent on the middle school property and the adjoining parcel to the south which revealed a 35- foot gap in the legal descriptions that was not reflected on the Weld County Assessor's map. By identifying these issues, we ensured the proper owners were contacted and compensated for easement and right-of-way acquisitions and provide the information to the owners so that they could resolve the title encumbrances.

REFERENCE:
Wendi Palmer, PE, CFM
Project Manager
Town of Erie
645 Holbrook Street, Erie, CO 80516
303.926.2875
wpalmer@erieco.gov

Cost: *$365,385 (project 1), $411,146 (project 2) (projects are still in process and final project budgets to be determined)*



"You and your team have done an outstanding job of keeping the project on track and addressing unreasonable demand from us with very little notice." –Wendi Palmer, Town of Erie

FORT COLLINS - LOVELAND WATER DISTRICT, 30" TRANSMISSION LINE, FORT COLLINS, 2021- PRESENT

Sanderson Stewart provided a pre-design feasibility, conceptual and final design, along with topographic survey, easement and right-of-way documents creation for two segments of a water transmission main that extends from existing tanks along the south side of Crossroads Boulevard, east of I-25, to the County Road (CR) 30 Pump Station and to the Airport Pump Station. The two segments of the transmission main addressed by this project will be constructed in two phases. The intention of this project is to facilitate better water transmission working in a system with two existing pump stations west of I-25 that have different operational characteristics, "bottlenecks" in the system caused by insufficient existing pipe diameters east of I-25, and challenging alignment routes through existing developments north of Crossroads Boulevard. The total length of the water main is 3.5 miles (18,400 lineal feet). Sanderson Stewart's Survey & Mapping team created exhibits to depict easements from the title report with final approval and agreement of the alignment and between the property owners and the District. The team is also providing metes and bounds legal descriptions and exhibits of four permanent easements for the designed water main and nine temporary construction easements.

REFERENCE:
Sam Lowe, PE
Fort Collins-Loveland Water District
5150 Snead Drive
Fort Collins, CO 80525
970.226.3104
slowe@fclwd.com

Cost: *$109,500 final design task order amount (project still in progress)*

FORT COLLINS • LOVELAND
WATER DISTRICT



Project Understanding

The Town of Wellington needs accurate base mapping of existing conditions for Cleveland Avenue from the east side of the BNSF Railroad Right-of-way (ROW) to the west side of the I-25 ROW and on 5th Street from Cleveland Avenue to 1200 feet south of Cleveland Avenue. This base mapping will be used for planning and design of improvements for the revitalization of the Cleveland Avenue corridor. The primary issue to be resolved by this base mapping is the location of the ROW in relation to existing buildings and improvements along this corridor. The survey to be conducted as part of this project will identify potential encroachments so that the town can resolve any ROW discrepancies and provide a set of ROW plans that meets CDOT specifications for the Cleveland Avenue corridor of State Highway 1.

Project Approach

Task 1: Project Kick-off Once given Notice to Proceed, we will coordinate with the Town and CDOT to schedule a kick-off meeting to introduce the project team, discuss scoping and schedule, establish expectations, gather any pertinent record information that the town has available, and get feedback from CDOT on the project schedule. A letter will be drafted and mailed to the property owners notifying them that surveyors will be in the area and may need to access properties to search for property pins and collect topographic data. Title reports will be ordered (our fee estimate includes up to 10 title reports) for properties adjoining the Cleveland Avenue corridor for data related to easements, ROW, and parcel boundaries. The title reports can take up to two weeks to come back from the title company so they need to be ordered right away to be sure that they are received in time to review for items that may affect ROW location prior to finalization of the preliminary evaluation summary. Utility locates that meet SUE Quality Level A & B will also be scheduled with Kinetic Industry at this time.

Throughout the course of the project, each Friday, a project progress report will be sent to the Town and the entire project team. These weekly reports will include a description of what work was performed, a description of the next steps, and a list of any issues that need to be addressed. Staying informed at this level, allows the Town and the project team to keep the project moving forward by addressing potential schedule hold-ups early.

If Notice to Proceed is given by September 16, the predicted timelines shown on this proposal will hold. However, if Notice to Proceed is given after this date, Sanderson Stewart may push the schedule back accordingly. Given our experience with CDOT ROW mapping for a corridor of this size, the October 6 deadline for submitting a preliminary evaluation summary will be extremely difficult to achieve unless Notice to Proceed is given by September 16. To give an appropriate evaluation of potential encumbrances, the field survey and mapping of improvements and platted ROW will need to be completed prior to preparing the preliminary evaluation summary. If the Notice to Proceed is given after September 16 and the October 6 deadline must hold, then the evaluation may need to be tentative until all information is gathered and mapped. **Predicted Timeline: September 14-September 24**

Task 2: Boundary Research & Field Survey We will acquire plats for properties adjoining the ROW of Cleveland Avenue and 5th Street. CDOT ROW maps for the I-25 corridor and State HW-1 will also be researched as will the ROW map for the BNSF Railroad. These maps will be drawn in AutoCAD Civil3D. Monument records for PLSS section monuments necessary for establishing the ROW will also be acquired. An initial field survey will be conducted to establish survey control and monumentation of at least four permanent survey control points. We recommend establishing a 5th permanent survey control point to cover the project area appropriately. The only difference from the RFP scope is that there would be two control points along 5th Street instead of only one. The initial field survey would also include survey of PLSS monumentation that affects location of the ROW so that existing plats and easements can be mapped.

After the initial field survey, we will begin preparing a boundary base map and create property pin search locations for the field crew so that the crew can search for pins along the ROW. Further research will be conducted to find any existing Land Survey Plats that document

monumentation along the ROW. Armed with this information, the field crew will search for property pins along the ROW.

Once the utilities have been marked by Kinetic Industry, we will begin survey of utilities, improvements, and topography using Trimble GPS and robotic total station equipment. We will also fly the site with a Phantom IV-RTK drone to get up-to-date aerial photography of the existing conditions, document utility locate markings, and acquire surface topography adjacent to the project corridor so that current off-site drainage is understood prior to design of improvements. The surface data outside of the corridor acquired by drone photogrammetry will be much less precise (+/-0.50') than the data acquired through traditional survey methods within the corridor (+/- 0.02'). However, we have found that this data is precise enough to reflect drainage patterns and helps designers save considerable time by preventing the need to search for LIDAR mapping that is usually outdated and no more precise. As survey results come in from the field, we will process the data to develop topographic and utility base mapping in AutoCAD Civil 3D. The base mapping will be referenced to Colorado North State Plane Coordinates (NAD83 2011). All distances will be shown in US Survey Feet. All elevations will be based on the NAVD88 vertical datum. **Predicted Timeline: September 14-October 8**

Task 3: Identify Existing ROW Encroachments As the field survey is completed, our team will identify areas of encroachment and prepare detailed drawings of these areas for the preliminary evaluation summary. Our fee estimate includes up to 12 encroachment detail drawings. At this time, any areas where ROW is still uncertain will be noted for inclusion in the preliminary evaluation summary. Any areas where right-of-way is still uncertain will be researched further for determination. These encroachments will also be shown in the overall corridor mapping. The preliminary evaluation summary will be prepared for submittal by Oct. 6. A meeting will also be scheduled with the Town and CDOT to discuss the preliminary evaluation summary and moving forward with the ROW plans. **Predicted Timeline: September 25-October 8**

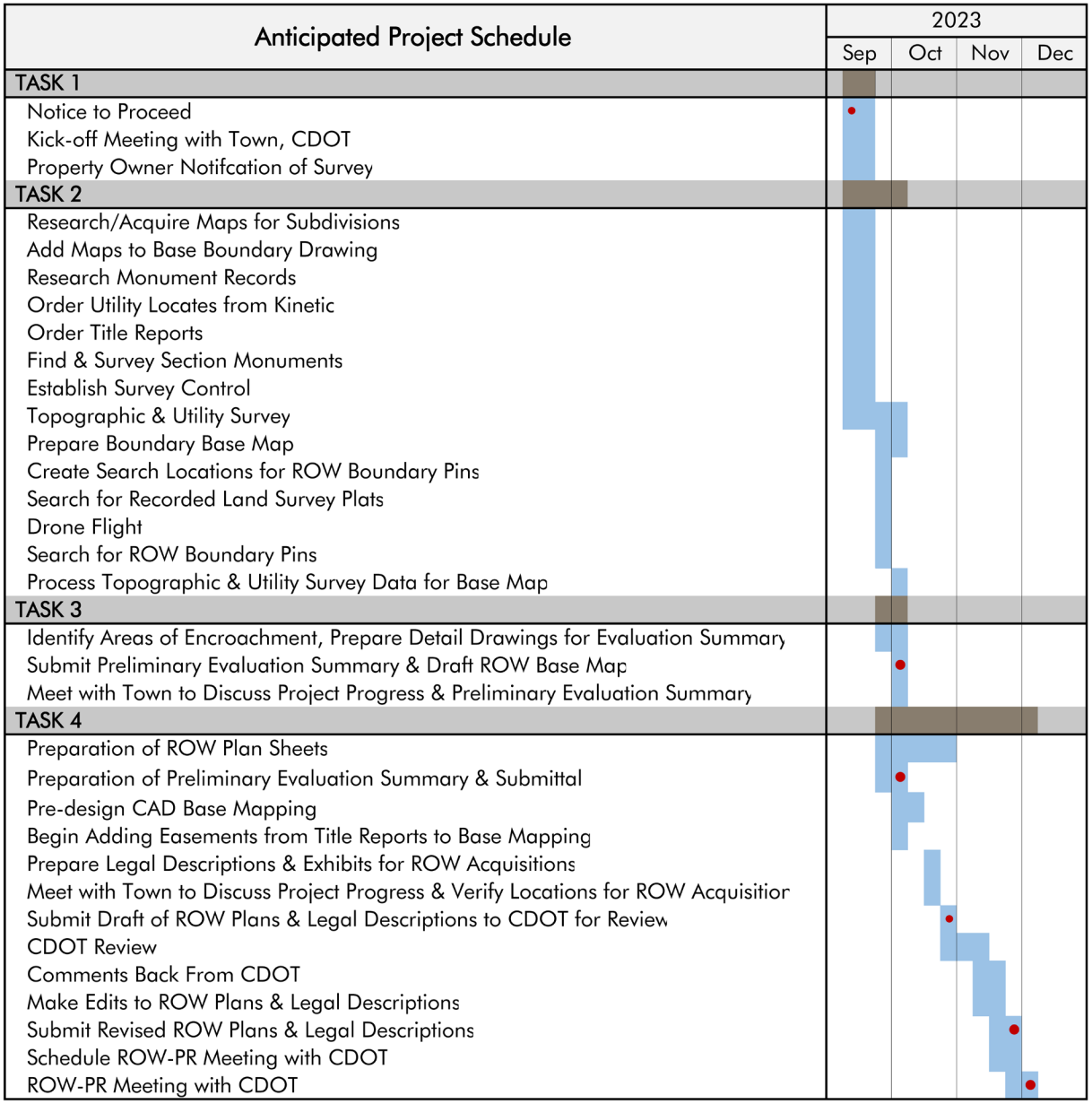
Task 4: Preparation of ROW Plans, Submittals Once the boundary base mapping is completed, we will start preparing sheets for the CDOT ROW plans that meet the specifications in the current CDOT ROW Manual. The sheets will be 11" X 17" to meet CDOT requirements. Amongst other elements required by the CDOT ROW Manual, these plans will include right-of-way centerline alignment with stationing, right-of-way limits, sidelines and ownership information of adjoining parcels, existing easements, any required right-of-way acquisition parcels, intersecting roadways and access roads, buildings, driveways, fences, and other major improvements. The plans will also contain all mapping elements and notes required for land survey plats by the State of Colorado in the Colorado Revised Statutes (CRS 38-51-106). Once the title reports have been received, we will review the reports for any existing easements that must be added to the mapping and verify the boundary legal descriptions of the adjoining parcels. After any ROW acquisition locations are identified by the Town, we will prepare legal descriptions and exhibits for the acquisition parcels. Sanderson Stewart's fee estimate includes up to ten (10) parcels where ROW acquisitions will be required.

A PDF draft of the ROW plans will be submitted to the Town for review by the final week of October. Once the Town has given its approval, the ROW plans and legal descriptions will be submitted to CDOT via email and the CDOT ProjectWise system. Based on experience, we anticipate about two weeks for CDOT to review the submitted documents. Once CDOT completes its review, we will revise the documents accordingly and submit the final signed and stamped copies to CDOT for final approval. Our team anticipates another two weeks for CDOT to give final approval.

We will submit two (2) hard copies of the final approved CDOT ROW plans and two (2) hard copies of the existing conditions corridor survey to the Town. A PDF version of the hard copy drawings will also be submitted as one stand-alone file. One USB drive containing the PDF files, research data and AutoCAD Civil3D files will also be submitted. Finally, two (2) USB drives that include the final report in PDF format will be submitted with the complete documentation package clearly labeled with the folder content and file names. **Predicted Timeline: September 25-Dec 10**

With our Fort Collins office in close proximity to the Town of Wellington and a former Town of Wellington Engineering Technician III on our team, we are excited at the opportunity to serve the Town for the long term!

ANTICIPATED PROJECT SCHEDULE



● Indicates anticipated meetings and submittals

We anticipate this schedule given a notice to proceed the week of September 14th. This schedule shall include reasonable allowances for review and approval times required by the Client, and review and approval times required by CDOT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character, or size of the project requested by the Client, or for delays or other causes beyond Sanderson Stewart's reasonable control.

The Client and Sanderson Stewart are aware that many factors outside Sanderson Stewart's control may affect Sanderson Stewart's ability to complete the services to be provided under this agreement. Sanderson Stewart will perform these services with reasonable diligence and expediency consistent with sound professional practices.

NOT TO EXCEED FEE:

TASK	
Task 1: Project Kick Off	$2,300
Task 2: Boundary Research & Field Survey (Includes Kinetic Industry ($3,400) & First American Title ($5,000))	$31,500
Task 3: Identify Existing ROW Encroachments	$4,000
Task 4: Preparation of ROW Plans, Submittals	$18,400
Not to Exceed Fee:	**$56,200**

HOURLY RATES:

SANDERSON STEWART STAFF PERSONNEL SERVICES	
Staff Engineer II	$128.00/hour
Principal	$235.00/hour
Staff Surveyor II	$120.00/hour
Senior Professional Land Surveyor II	$178.00/hour
Senior Designer II	$135.00/hour

SANDERSON STEWART SURVEY CREW SERVICES	
1-man Crew/2-man Crew	$ Per Job
Survey Equipment	$15.00/fieldwork hour
Survey Vehicle Mileage	$0.75/mile
Scanner Equipment (Hourly)	$150/hour
Scanner Equipment (Full Day)	$1,050/day

OUTSIDE CONSULTANTS + INDEPENDENT LABORATORIES

At cost if independently billed direct to client. Cost plus 5% if billed through us.

ADMINISTRATIVE EXPENSES

Including copies, prints, phone, postage, materials, and travel 3.5% (based on professional services only, unless modified by contract).
Vehicle mileage = IRS Rate

SANDERSON STEWART ANTICIPATES AN ANNUAL FEE ESCALATION OF 5.5% FOR RENEWALS OF THIS CONTRACT.

RATES EFFECTIVE NOVEMBER 1, 2022

Since beginning in a garage in 1969, Sanderson Stewart (A Sanderson Bellecci Company) has followed the core purpose To Plan and Design Enduring Communities, to become a regional, award-winning community design firm.

Our multidisciplinary professionals provide a comprehensive set of services to our clients including **surveying & mapping;** multi-modal transportation planning, design, and safety; civil/infrastructure engineering & design; site evaluations, land use planning & land development; placemaking & landscape architecture; and branding & visualization services in order to build and improve the communities and facilities in which we live, work, learn, and play.

Professional and accurate land surveying is part of our firm's DNA; one of our founders, Bob Sanderson, started his career in 1961 as a survey crew's rear chainman. Following in his father's footsteps, President | CEO Michael Sanderson started his career with the firm as a surveyor while still in high school. ***Our firm has been offering land surveying services since our foundation in 1969.***

PRIMARY CONTACT INFO
Pete Paulus, PLS, CFedS
425 West Mulberry Street, Suite 201
Fort Collins, Colorado 80521
ppaulus@sandersonstewart.com 970.549.0630

This contract will be served by our Fort Collins office, with additional support (if needed) from our entire Sanderson Bellecci family of companies.

8 Offices

174 Cool, Smart, Talented People (CSTP)

80 Registered Professionals

WHY SANDERSON STEWART? We add value. We are ready to set the Town of Wellington up for success by:

Knowing CDOT's Timelines & Processes to Meet a Quick Turnaround

Through our firm's experience with other, similar CDOT local agency projects we understand CDOT's often extended review timelines, plans, standards, expectations, and deliverable requirements. We will leverage this knowledge to the Town's benefit to keep this project moving forward. We know the Town is facing a compressed schedule and our experience and expertise will keep this project on track!

Using UAV Technology to Cost Effectively Gather Additional Survey Information

Our drone pilot, Darren Wimmer, is prepared to fly the Cleveland Avenue and 5th Street corridors to capture orthophotography of the current conditions. Updated imagery is very useful for designers to get a more complete picture of the project area. The images are also used too document the utility locate markings provided by our subconsultant, Kinetic Industry. From the aerial photography, Sanderson Stewart can also use photogrammetry to produce surface contours adjacent to the project corridor for drainage analysis.

Helping to Better Define the ROW to Mitigate Risk

Sanderson Stewart's team is well versed in accurately defining ROW through thorough research and experienced evaluation of field evidence. This puts the Town in the best position possible for the future design of infrastructure improvements in the Town's ROW. Our team has vast experience in tracing title back to patent if necessary to resolve boundary discrepancies. We take great pride in producing clear, thorough, and accurate, legal descriptions to help prevent future conflicts.

COMPREHENSIVE SURVEYING SERVICES

Land surveying sets the foundation that supports accurate design, construction, and inspection solutions. Proper control establishment combined with accurate property mapping and comprehensive topographic modeling enable the most efficient and innovative use of the space within the site or corridor. Our proven track record of developing and supporting projects that begin at native soil, progress through acquisition, preliminary design, final design, construction, as-built and GIS surveys of the finished improvements ensures a high quality and comprehensive product. We have provided a wide variety of surveying services to municipalities in the Rocky Mountain Region, as well as a variety of clients and projects to- date. We wanted to share our full list of surveying services and capabilities with the Town of Wellington as we work to build a relationship with the Town's team. We offer:

Right-of-Way Survey

- Determine and stake right-of-way (R/W) from surveyed evidence and records
- Write legal descriptions for R/W and easement acquisitions

Establish Control by setting new control or verifying existing control for various land and/or aerial (LiDAR and photogrammetry) surveys.

- Establish and maintain local area and regional survey control networks
- Harn Network Surveys with Least Squares Adjustments
- RTK-GPS Network Surveys
- Vertical Control adjustments from Differential Levels

Boundary Survey

Geodetic Survey

Terrestrial LIDAR scanning of river and railroad bridges, culverts, buildings, emergency slides, busy urban streets, and inaccessible locations

UAV Mapping capabilities including:

- Drone photography for up-to-date site imagery
- Drone photogrammetry for contour mapping
- Sanderson Stewart Employs three FAA licensed drone pilots

Topographic & Utility Mapping Surveys for public and municipal projects, which have included:

- Utilities such as gas, water, sewer, storm drain, underground electrical/communications, irrigation systems, lighting, overhead utilities, and related vaults, valve boxes, signs, hydrants, etc.
- Detention basins, water features
- Streets, sidewalks, trails, driveways, pavements, ramps, steps
- Parks including various sports fields, trees, and landscaping
- Dams, bridges, earth embankments, gravel mines

We also provide the following services:

- As-builts
- ALTA surveys
- Subdivision & platting
- Preparation and review of land descriptions
- Minor land subdivision plats for property acquisitions
- Mapping/Drafting using AutoCAD Civil 3D 2022 & MicroStation
- GIS Asset geolocation updates
- Construction layout of utilities and transportation infrastructure
- Pre & post floodplain elevation certifications
- Coordination of private & City utility locates and potholing activities
- Existing utility base mapping
- ACAD coordinate base transformations

We evolve with technology and make a concerted effort to keep up with and stay on the leading edge of current technology and innovative surveying practices. As such, we provide our staff with professional training, state-of-the art equipment, and mentoring from senior staff to promote broad skill sets with acute attention to detail. Topographic and boundary surveying are critical components of the majority of our firm's projects; it truly forms the foundation for planning, design, and construction, therefore the thoroughness and accuracy of the information assembled is paramount.



DUSTIN MUIR
Utility Locating & SUE Expert
Locate General Manager: Kinetic Industry
Years Experience: 23

Dustin Muir has 23 years of experience in the utility locating and damage prevention industry. Dustin oversees the Subsurface Utility Engineering Operations for Kinetic Locating. Dustin is Staking University Certified and holds OQ Certifications with XCEL Energy and Denver International Airport for Utility Locating and Damage Prevention. Dustin currently serves alongside CO811 as the President of the Weld County Damage Prevention Council.

Role: **Subconsultant providing** utility locates, Kinetic contact person

Benefit to Crossroads: Kinetic has proven to be a valuable partner to Sanderson Stewart; Dustin will ensure that his team continues to deliver efficient SUE data.

Relevant Project Experience:

- County Line Road (Evans to Telleen) with Sanderson Stewart, Erie, Colorado
- Examples of SUE plans and reports completed together:
  - South Tank and WDS Loop Waterline, Johnstown, Colorado
  - Big Dry Creek Sewer, Thornton, Colorado
  - Dawson Ridge Boulevard, Castle Rock, Colorado

Sanderson Stewart will also utilize First American Title Company for title reports.

THANK YOU!

Our firm has not yet had the opportunity to serve the Town of Wellington but we look forward to the opportunity to build an enduring working relationship with the Town's team! Thank you for taking the time to review our proposal for this exciting work!



SANDERSON STEWART

Enduring Community Design

Placemaking

Infrastructure Engineering

Surveying + Mapping

Community Planning

Landscape Architecture

Branding + Visualization

Bid Tab Summary

Bid Tabulation **Town of Wellington, CO**

Survey Services RMS SH-1, 5th Street 30-Aug-23

No.	Consultant	Location	Bid Amount
1	AVI	Fort Collins, CO	$51,004
2	Sanderson Stewart	Fort Collins, CO	$56,200
3	105 West	Denver, CO	$64,150
4	Ulteig	Greenwood Village, CO	$72,345
5	LW Survey	Lakewood, CO	$101,255
6	TopoGraphic	Lakewood, CO	$175,335.00

Project:	Wellington Survey Services SH-1, 5th St.
Evaluator:	Evonitz

Rating Values
1 - Undesirable
2 - More negative than positive
3 - Neutral / Average
4 - More positive than negative
5 - Desirable

Ratings for RMS Survey Services RFP

No.	Criteria	Criteria Weight (0-100%)	AVI		Sanderson Stewart		105 West		Ulteig		LW Survey		TopoGraphic	
			Score (1-5)	Weighted Score	Score (1-5)	Weighted Score	Score (1-5)	Weighted Score	Score (1-5)	Weighted Score	Score (1-5)	Weighted Score	Score (1-5)	Weighted Score
1	Proposal Quality	10%	5	0.50	4	0.40	3	0.30	5	0.50	3	0.30	5	0.50
2	Project Team Experience	25%	4	1.00	4	1.00	5	1.25	5	1.25	3	0.75	5	1.25
3	Location of Firm and Key Personnel	10%	5	0.50	5	0.50	4	0.40	2	0.20	3	0.30	2	0.20
4	Approach & Methodology	15%	4	0.60	5	0.75	5	0.75	4	0.60	2	0.30	5	0.75
5	Work Plan Schedule	15%	5	0.75	5	0.75	5	0.75	5	0.75	4	4.00	5	0.75
6	Proposed Fee	25%	5	1.25	5	1.25	3	0.75	3	0.75	1	1.00	1	0.25
	Totals	***100%***	**28**	**4.60**	**28**	**4.65**	**17**	**3.45**	**16**	**3.30**	**11**	**1.65**	**17**	**3.45**
		OK	**92%**		**93%**		**69%**		**66%**		**33%**		**69%**	

Project:	Cleveland Ave ROW & Survey (for Alex E.)
Evaluator:	Myer

Rating Values
1 - Undesirable
2 - More negative than positive
3 - Neutral / Average
4 - More positive than negative
5 - Desirable

Ratings for 2MG Gallon Treated Water Storage Tank Improvements

No.	Criteria	Criteria Weight (0-100%)	AVI		Sanderson	
			Score (1-5)	Weighted Score	Score (1-5)	Weighted Score
1	Proposal Quality	10%	4	0.40	5	0.50
2	Project Team & Experience	25%	5	1.25	5	1.25
3	Location of Firm and Key Personnel	10%	4	0.40	5	0.50
4	Approach & Methodology	15%	4	0.60	4	0.60
5	Work Plan & Project Schedule	15%	3	0.45	5	0.75
6	Proposed Fees	25%	5	1.25	4	1.00
Totals		*100%*	25	4.35	28	4.60
		OK	87%		92%	

Project:	Cleveland Ave ROW & Survey (for Alex E.)
Evaluator:	Ewert

Rating Values
1 - Undesirable
2 - More negative than positive
3 - Neutral / Average
4 - More positive than negative
5 - Desirable

Ratings for 2MG Gallon Treated Water Storage Tank Improvements

No.	Criteria	Criteria Weight (0-100%)	AVI		Sanderson	
			Score (1-5)	Weighted Score	Score (1-5)	Weighted Score
1	Proposal Quality	10%	3	0.30	4	0.40
2	Project Team & Experience	25%	4	1.00	5	1.25
3	Location of Firm and Key Personnel	10%	5	0.50	5	0.50
4	Approach & Methodology	15%	3	0.45	5	0.75
5	Work Plan & Project Schedule	15%	3	0.45	4	0.60
6	Proposed Fees	25%	5	1.25	4	1.00
Totals		*100%*	23	3.95	27	4.50
		OK	79%		90%	

Board of Trustees Meeting

Date: September 26, 2023

Subject: Continued - Ordinance No. 09-2023 Annexing Sage Farms Annexation and Village at Sage Farms Annexation and Annexation Agreements Including Establishment of Vested Development Rights

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

BACKGROUND / DISCUSSION

At the August 22, 2023 Board of Trustees meeting, the Board was presented with petitions requesting annexation of properties identified as Sage Farms Annexation and the Village at Sage Farms Annexation, together, 300.52 acres of land located between CO Highway 1 and BNSF Railroad, and G.W. Bush Ave. and CR 58 (vicinity map attached). The Board conducted a required public hearing to consider the annexations, the proposed zoning map for the property, and establishment of vested development rights requested by the Developer. Following testimony presented, the Board closed the public hearing and adopted Resolution No. 30-2023 finding that the requirements of the State Constitution and State Statutes have been met for annexation and finding that the properties are eligible for annexation.

Information, staff reports and supporting documentation for the annexation and zoning requests were included in the Board of Trustees agenda packet for the August 22, 2023 meeting and are available on the Town's website for reference (https://www.wellingtoncolorado.gov/Archive.aspx?ADID=777).

Inluded in the information are draft Annexation Agreements for Sage Farms Annexation and the Village at Sage Farms Annexation. A placeholder was included in the draft agreements identifying additional coordination needed for the Non-potable Irrigation Systems. The properties proposed for annexation each have agricultural irrigation wells on site that have historically been used for irrigation. The wells are anticipated to be sufficient to meet the outdoor irrigation needs for development of the property. Town staff and the Developer are continuing to discuss best practices for dedication, operation and maintenance of the wells to meet the irrigation needs of the development.

Discussions regarding the irrigation wells are ongoing, and the Developer and Town staff have agreed that additional time to continue discussions is needed. The Developer has requested, and Town staff supports, additional time needed to continue discussions for dedication, operation and maintenance of the wells. The Developer and staff recommend continuing the agenda item to the November 14, 2023 Board Meeting. Because the ordinance, the annexation maps, the zoning map, and the annexation agreements are integrally tied for the same development request, the recommendation is to continue consideration of all items to the November 14, 2023 meeting.

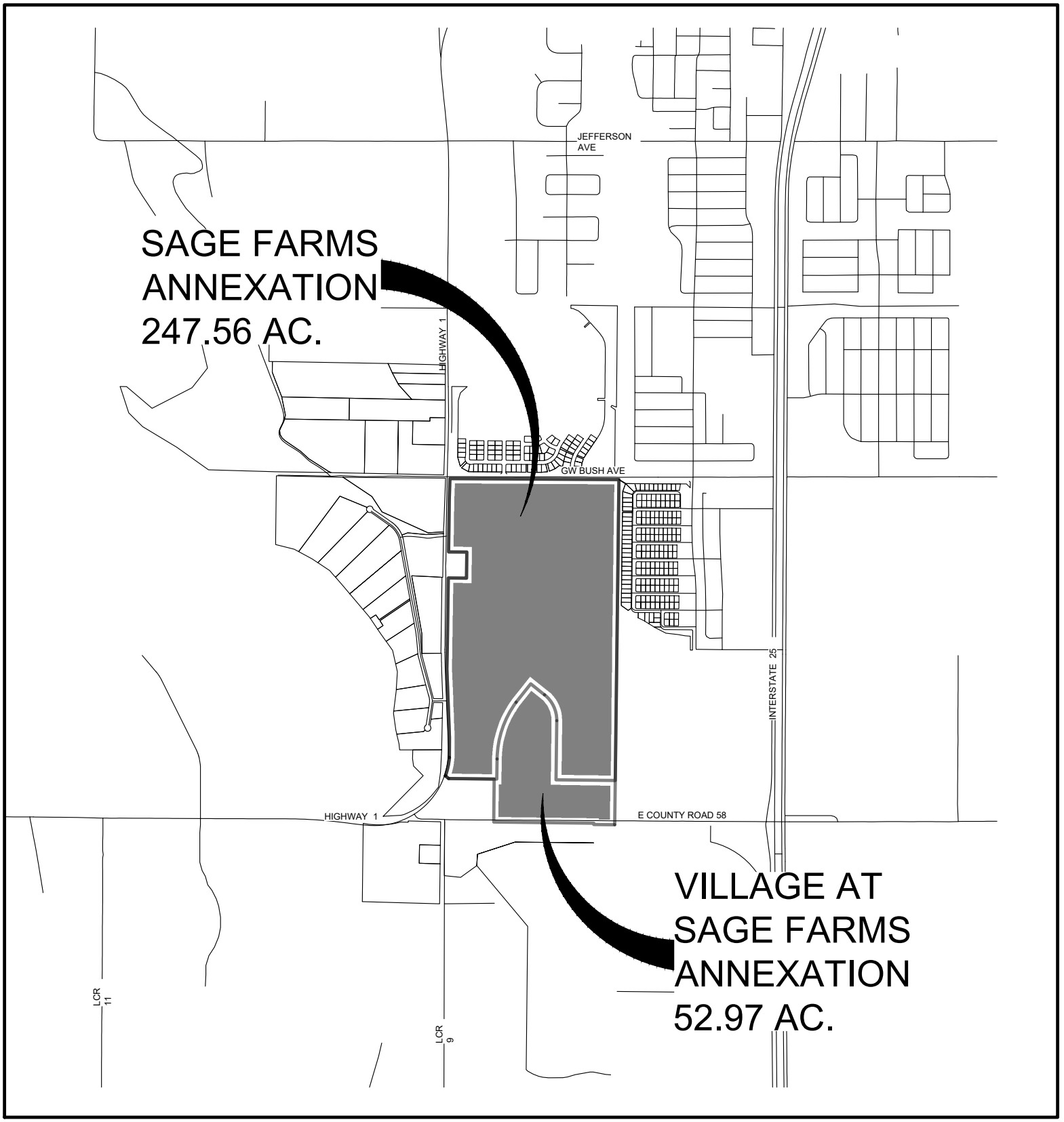
STAFF RECOMMENDATION

Based on the need and desire for additional time to continue discussions of the annexation agreements and irrigation wells, staff is providing the below recommended motion for continuing the agenda items:

- Move to continue consideration of Ordinance No. 09-2023 and Annexation Agreements to the regular meeting of the Board of Trustees to be held November 14, 2023 at 6:30pm at the Wilson Leeper Center, 3800 Wilson Ave., Wellington, Colorado.

ATTACHMENTS

1. Vicinity Map
2. Ordinance 09-2023
3. Annexation Map - Sage Farms Annexation
4. Annexation Map - Village At Sage Farms Annexation
5. Zoning Map for Sage Farms PUD
6. Conceptual Master Plan
7. Draft Annexation Agreement - Sage Farms Annexation
8. Draft Annexation Agreement - Village at Sage Farms Annexation
9. Annextion Impact Report
10. Fiscal Impact Analysis



2000 0 2000 4000 6000 Feet

(IN FEET)
1 inch = 2000ft.

NORTH

SAGE FARMS ANNEXATION

WELLINGTON, CO

VICINITY MAP

06.22.23

NORTHERN ENGINEERING

D:\PROJECTS\992-008\DWG\EXHIBITS\992-008 VICINITY MAP.DWG

TOWN OF WELLINGTON

ORDINANCE NO. 09-2023

AN ORDINANCE CONDITIONALLY ANNEXING THE PROPERTIES KNOWN AS SAGE FARMS ANNEXATION AND THE VILLAGE AT SAGE FARMS ANNEXATION, COLLECTIVELY A SERIAL ANNEXATION, TO THE TOWN OF WELLINGTON, COLORADO AND ESTABLISHING ZONING OF THE PROPERTY AS PLANNED UNIT DEVELOPMENT (PUD) IN ACCORDANCE WITH THE ZONING MAP FOR SAGE FARMS PUD.

WHEREAS, petitions for a serial annexation of two contiguous parcels have been filed by FC Farm Holding, LLC and Sipes Farm Holding, LLC, together 97% owners of the annexation land area, less 3% land area for public road right-of-way and railroad right-of-way, said lands being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and more particularly described on Exhibit "A" and Exhibit "B;"; and

WHEREAS, the Board adopted Resolution No. 20-2023 and Resolution No. 21-2023 and determined that requirements of C.R.S. §§ 31-12-104 and -105 had been met; and

WHEREAS, annexation maps with all required supporting materials have been submitted to the Town; and

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

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

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

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

WHEREAS, the Town Planning Commission on August 7, 2023 voted unanimously to recommend to forward a recommendation of approval to the Board of Trustees to annex the property and zone the property Planned Unit Development (PUD) in accordance with the Zoning Map for Sage Farms; and

WHEREAS, a public hearing was held on said petitions pursuant to C.R.S. §§ 31-12-108 and -109 on August 22, 2023 at 6:30pm; and

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

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

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

1. The properties described on Exhibit "A" and Exhibit "B," incorporated herein by reference, are hereby conditionally annexed and will be included within the Town of Wellington, Larimer County, Colorado so long as the Annexation Maps, the Annexation ordinance, the Zoning Map for Sage Farms PUD, and the Annexation Agreements all are recorded in the records of the Clerk and Recorder of Larimer County, Colorado no later than December 31, 2023. If the condition is not met as evidenced by the recordation, the property shall not be annexed and the annexation shall be void and of no impact on the property.

2. Pursuant to C.R.S. § 31-12-115, the annexed area is hereby zoned as Planned Unit Development (PUD) District in accordance with the Zoning Map for Sage Farms PUD, attached hereto and incorporated herein by reference.

3. The official zoning map of the Town of Wellington, Colorado is hereby amended in accordance with Section 2 of this Ordinance.

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

5. Necessity. In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.

6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three (3) copies of the adopted ordinance available for inspection by the public during regular business hours and shall record at least one certified copy of the ordinance with the Clerk and Recorder of Larimer County.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 22nd day of August, 2023 and ordered to become effective upon the later of 30 days from the date of publication, or the approval and recordation of the Annexation Agreements, together with the Zoning Map for Sage Farms PUD.

TOWN OF WELLINGTON, COLORADO

By:_____
Calar Chausssee, Mayor

ATTEST:

_____
Ethan Muhs, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION – SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93- EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet

Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18’ 35” West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41’ 49” East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05’ 03” and is subtended by a Chord bearing North 25° 20’ 42” West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23’ 13” West a distance of 271.70 feet;
THENCE South 38° 36’ 47” West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41’ 25” West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18’ 35” West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19- LAND3918;

THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet; THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Sage Farms Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

EXHIBIT B
LEGAL DESCRIPTION – VILLAGE AT SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16) , Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE South 01° 04' 25" West a distance of 328.34 feet;
THENCE South 02° 11' 06" East a distance of 872.21 feet;
THENCE South 02° 10' 54" East a distance of 185.49 feet;
THENCE South 00° 20' 25" West a distance of 305.10 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing South 12° 17' 52" West a distance of 288.20 feet to end point of said curve and to the Northerly line of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19- LAND3918.

THENCE South 49° 35' 39" East a distance of 64.49 feet;
THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes
M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

THENCE South 89° 18’ 35” East along a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 a distance of 40.00 feet;
THENCE North 00° 41’ 25” East a distance of 308.47 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;
THENCE North 38° 36’ 47” East a distance of 303.93 feet;
THENCE South 51° 23’ 13” East a distance of 271.70 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05’ 03” and is subtended by a Chord bearing South 25° 20’ 42” East a distance of 439.03 feet to a point of tangency;
THENCE South 00° 41’ 49” West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE South 89° 18’ 35” East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

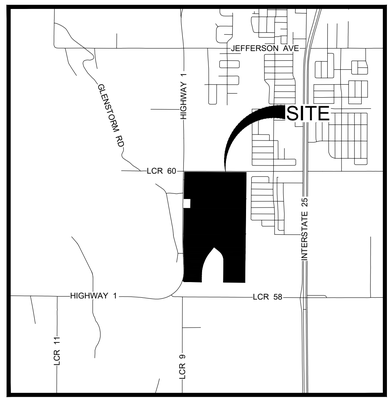
The following Four (4) courses are along the Southerly Right of Way lines of said Larimer County Road 58.

THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;
THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;
THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;
THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Village at Sage Farms Annexation is 2,307,254 sq. ft. or 52.97 acres, more or less (±).

SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
1" = 3000'

SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;
The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 1 Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

_____
OWNER

_____
OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this

_____ day of _____, 20____.

My commission expires:_____

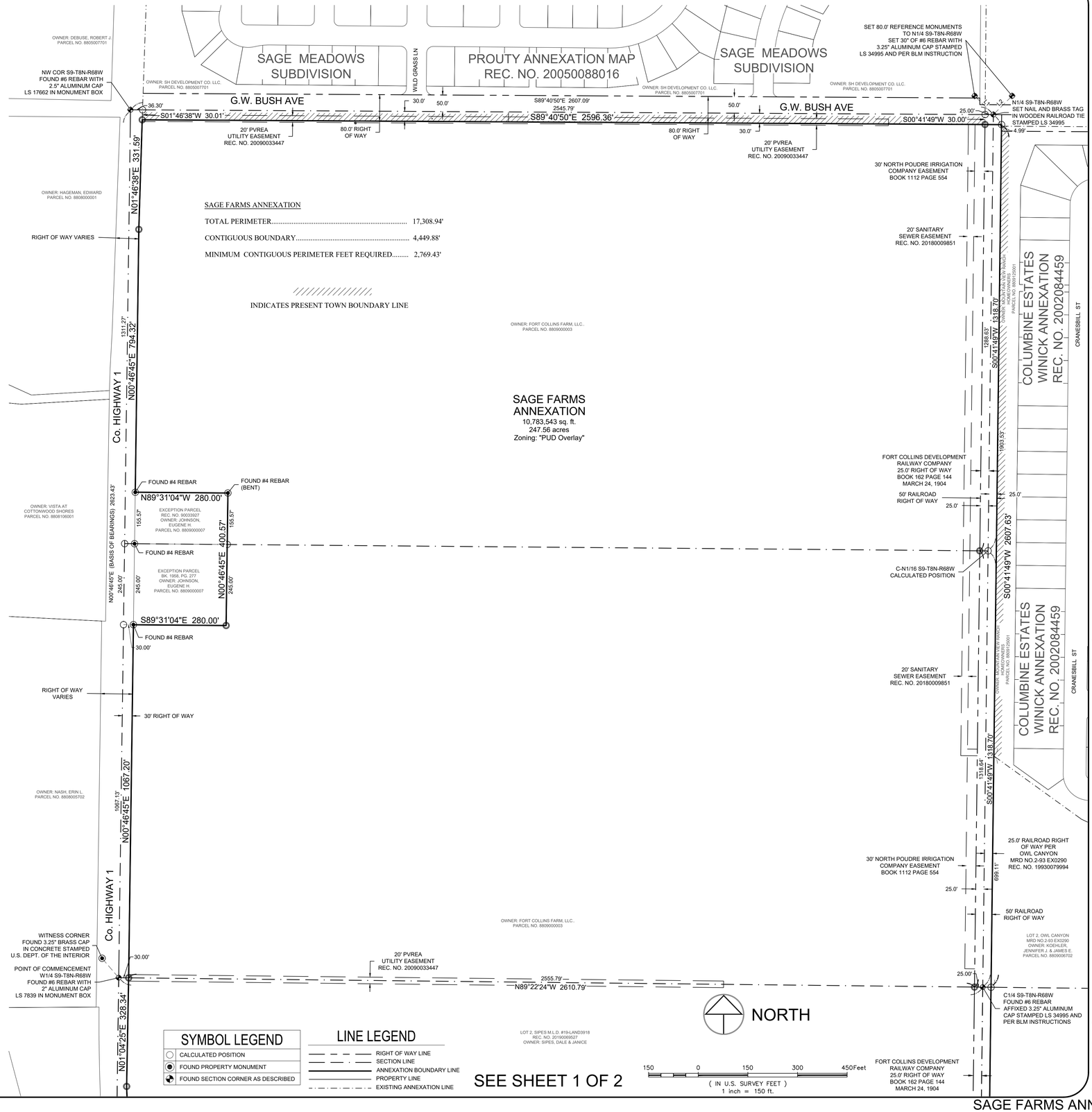
_____
Notary Public

SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

_____
For and on behalf of Northern Engineering Services, Inc.
Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470



NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

NORTHERN ENGINEERING
FORT COLLINS, 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY, 820 8th Street, 80631
northernengineering.com

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

COLUMBINE ESTATES
WINICK ANNEXATION
REC. NO. 2002084459
CRANESBILL ST
OWNER: MOUNTAIN VIEW RANCH HOMEOWNERS ASSOCIATION
PARCEL NO. 8809126001

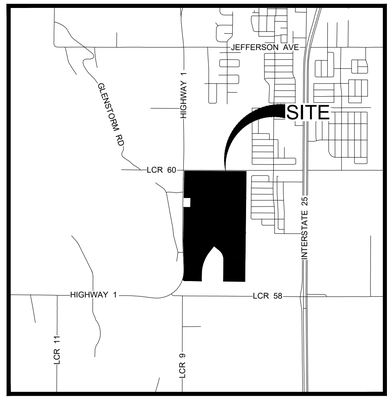
DATE: 06/26/2023
SCALE: 1" = 150'
REVIEWED BY: B. Tessely
PROJECT: 992-008
DESIGNED BY:
DRAWN BY: A. Lund

SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

Sheet 1 Of 2 Sheets

SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO



N

VICINITY MAP

1" = 3000'

SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 1990003927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 1990003927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;
The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 1 Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20_____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20_____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20_____.

_____ _____
OWNER OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20_____.

My commission expires:_____

_____
Notary Public

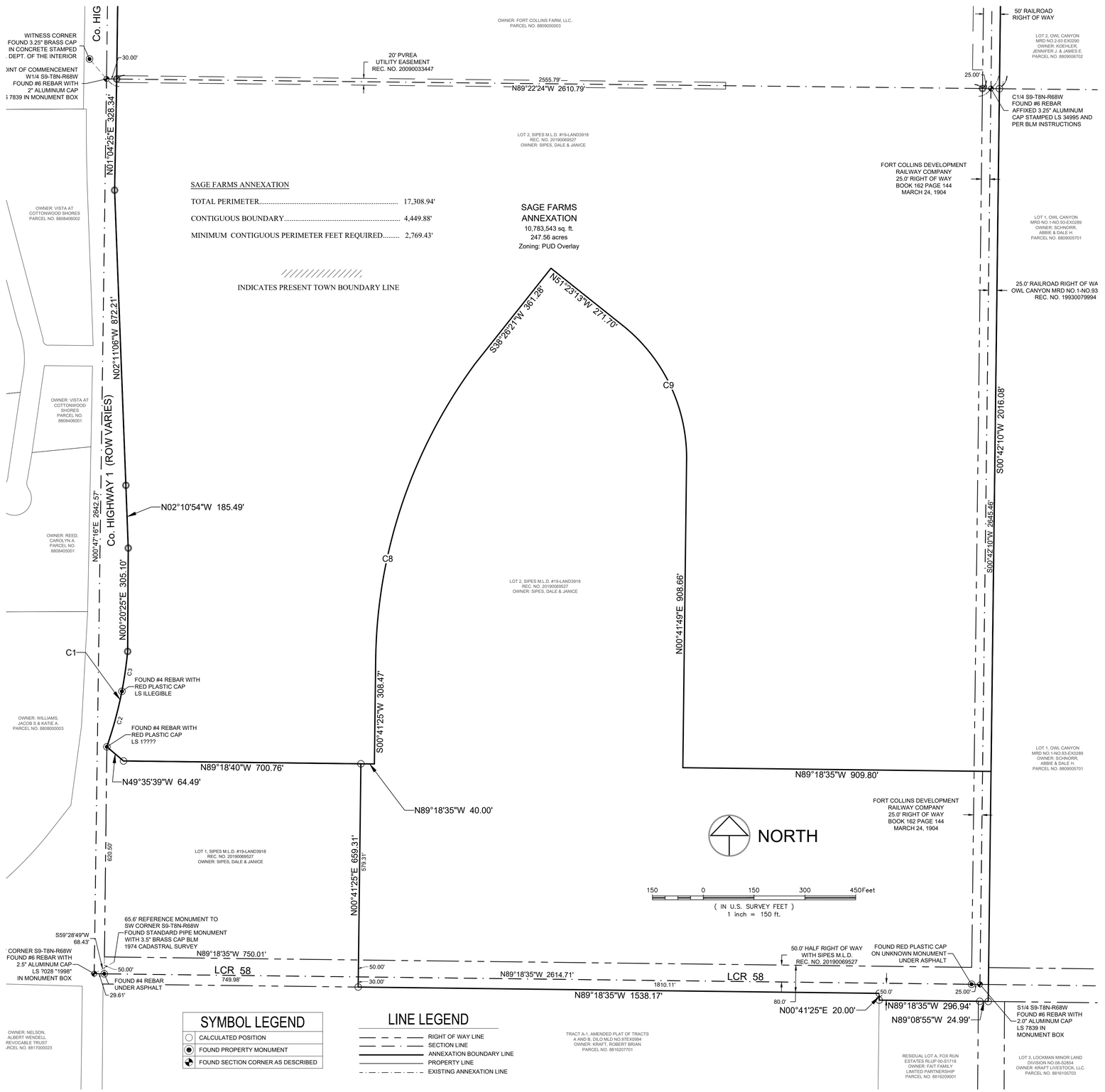
SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

_____
For and on behalf of Northern Engineering Services, Inc.
Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470

SEE SHEET 2 OF 2



SYMBOL LEGEND

○	CALCULATED POSITION
◉	FOUND PROPERTY MONUMENT
◔	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- ANNEXATION BOUNDARY LINE
- PROPERTY LINE
- EXISTING ANNEXATION LINE

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY: 820 8th Street, 80631 northernengineering.com

PROJECT: 992-008
DESIGNED BY:
DRAWN BY: A. Lund
DATE: 06/26/2023
SCALE: 1" = 150'
REVIEWED BY: B. Tessely

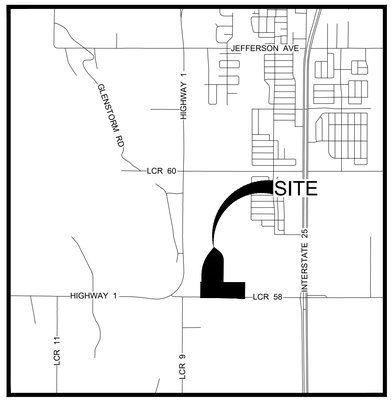
SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

Sheet 2 Of 2 Sheets

VILLAGE AT SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

SEE SHEET 1 OF 1



VICINITY MAP
1" = 3000'

VILLAGE AT SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16) , Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE South 01° 04' 25" West a distance of 328.34 feet;

THENCE South 02° 11' 06" East a distance of 872.21 feet;

THENCE South 02° 10' 54" East a distance of 185.49 feet;

THENCE South 00° 20' 25" West a distance of 305.10 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing South 12° 17' 52" West a distance of 288.20 feet to end point of said curve and to the Northerly line of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918.

THENCE South 49° 35' 39" East a distance of 64.49 feet;

THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

THENCE South 89° 18' 35" East along a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 a distance of 40.00 feet;

THENCE North 00° 41' 25" East a distance of 308.47 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;

THENCE North 38° 36' 47" East a distance of 303.93 feet;

THENCE South 51° 23' 13" East a distance of 271.70 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a point of tangency;

THENCE South 00° 41' 49" West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE South 89° 18' 35" East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 1993007994 of the Records of Larimer County;

THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

The following Four (4) courses are along the Southerly Right of Way lines of said Larimer County Road 58.

THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;

THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;

THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;

THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;

THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 2 Annexation is 2,307,254 sq. ft. or 52.97 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20_____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20_____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20_____.

_____
_____
OWNER OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this

_____ day of _____, 20_____.

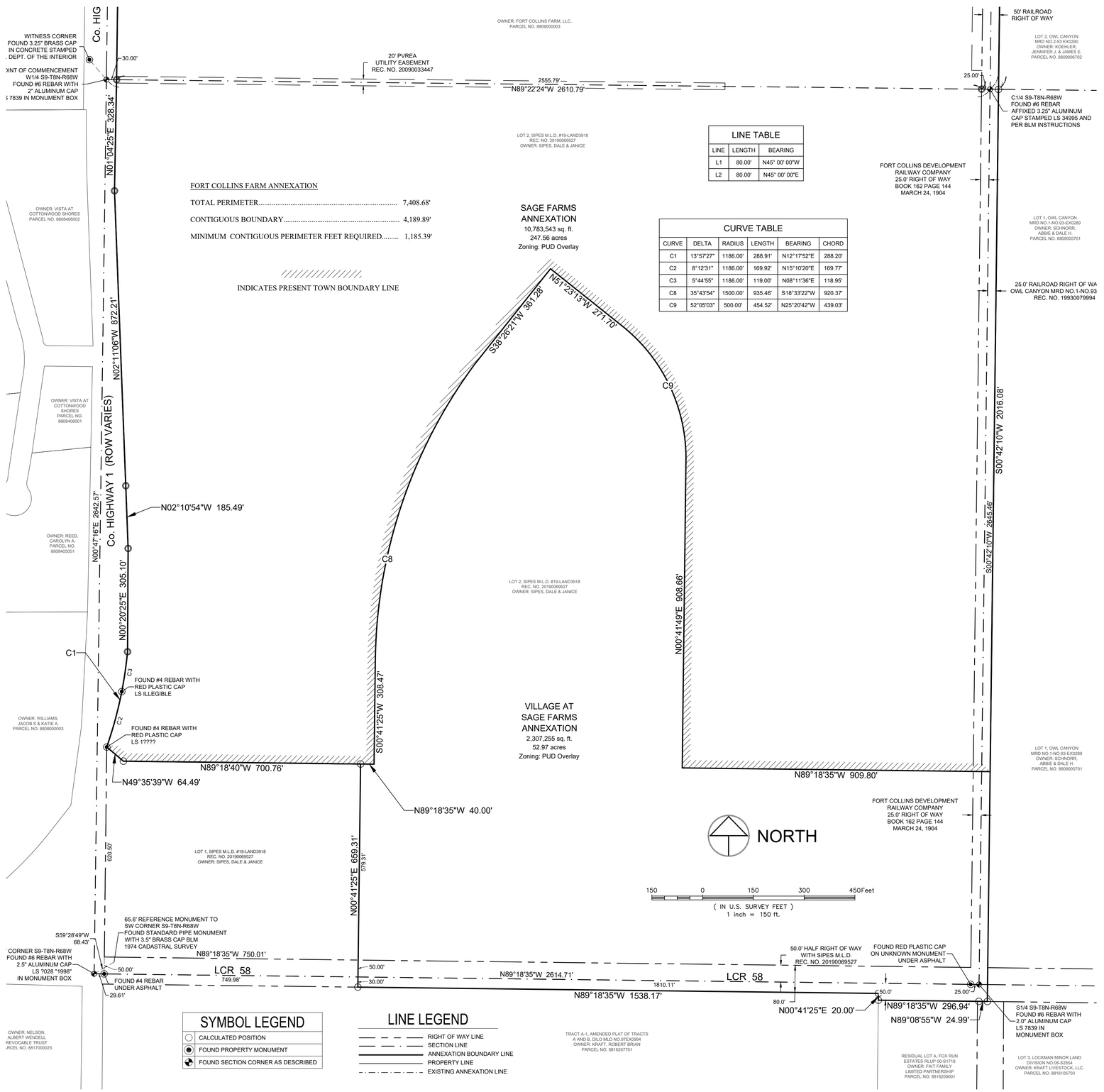
My commission expires:_____
_____
Notary Public

SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

_____
For and on behalf of Northern Engineering Services, Inc.
Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470



FORT COLLINS FARM ANNEXATION

TOTAL PERIMETER	7,408.68'
CONTIGUOUS BOUNDARY	4,189.89'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED	1,185.39'

INDICATES PRESENT TOWN BOUNDARY LINE

LINE TABLE

LINE	LENGTH	BEARING
L1	80.00'	N45° 00' 00"W
L2	80.00'	N45° 00' 00"E

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	13°57'27"	1186.00'	288.91'	N12°17'52"E	288.20'
C2	8°12'31"	1186.00'	169.92'	N15°10'20"E	169.77'
C3	5°44'55"	1186.00'	119.00'	N08°11'36"E	118.95'
C8	35°43'54"	1500.00'	935.46'	S18°33'22"W	920.37'
C9	52°05'03"	500.00'	454.52'	N25°20'42"W	439.03'

SYMBOL LEGEND

○	CALCULATED POSITION
◉	FOUND PROPERTY MONUMENT
◔	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- ANNEXATION BOUNDARY LINE
- PROPERTY LINE
- EXISTING ANNEXATION LINE

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

NORTHERN ENGINEERING
FORT COLLINS, 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY, 820 8th Street, 80631 northernengineering.com

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

PROJECT: 992-008
DESIGNED BY:
DRAWN BY: A. Lund
DATE: 06/26/2023
SCALE: 1" = 150'
REVIEWED BY: B. Tessely

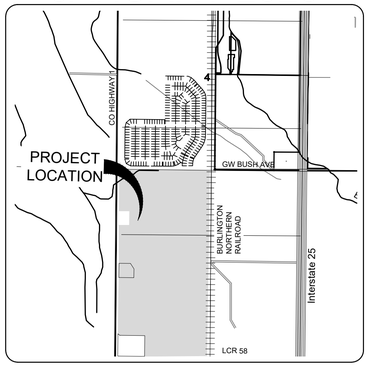
VILLAGE AT SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

Sheet 1
Of 1 Sheets

ZONING MAP FOR
SAGE FARMS P.U.D.

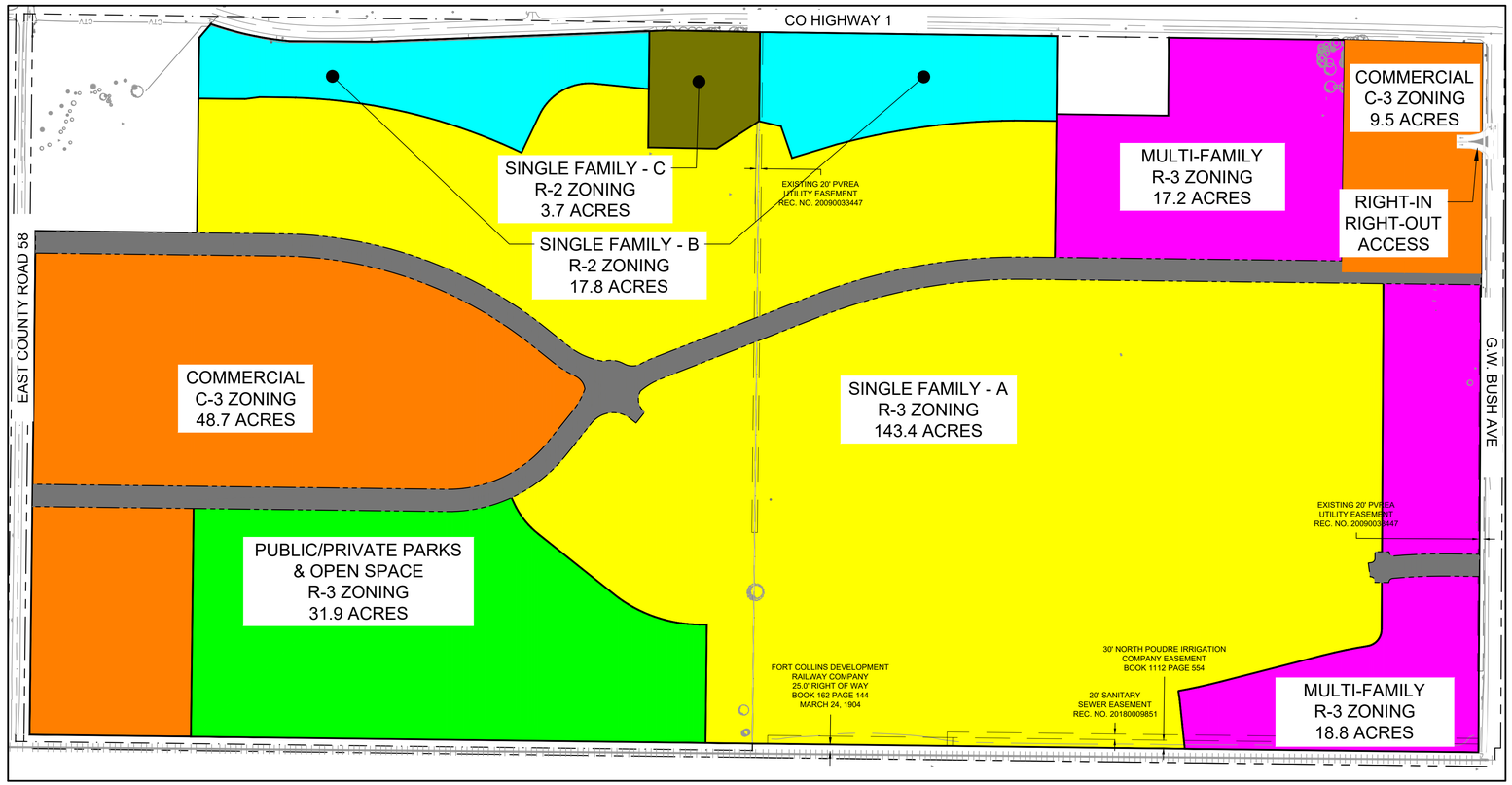
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

JANUARY 2023



NORTH

VICINITY MAP
1"=2000'



250 0 250 500 750 Feet

(IN FEET)
1 inch =250 ft.

PROJECT TEAM:

APPLICANT
FC Farm Holding, LLC and Sipes Farm Holding, LLC
Mr. Daren Roberson
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

SITE ENGINEER
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

LAND PLANNER
Pinecrest Planning and Design, LLC
Mr. Tom Dugan
4225 Westshore Way
Fort Collins, CO 80525
(970) 566-4714

SURVEYOR
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

OWNERS
FC Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103
(971)
and

Sipes Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

LEGAL DESCRIPTION

A parcel of land being the Northwest Quarter of Section Nine (9) and a portion of the Southwest Quarter of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado.

EXCEPTING THEREFROM the East 25.00 feet for railroad right of way.

ALSO EXCEPTING THEREFROM those parcels described in Deeds recorded April 20, 1964 in Book 1244 at Page 319, and June 5, 1979 in Book 1958 at Page 277, and August 2, 1990 as Reception No. 90033927, all of the Records of Larimer County.

TOGETHER WITH Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County.

Said described parcel contains a total of 12,783,626 sq. ft or 293.47 acres, more or less.

LEGEND

- MUTLI-FAMILY RESIDENTIAL - R-3
- SINGLE FAMILY RESIDENTIAL (A) - R-3
- SINGLE FAMILY RESIDENTIAL (B) - R-2
- SINGLE FAMILY RESIDENTIAL (C) - R-2
- COMMERCIAL - C-3
- PARKS/OPEN SPACE - R-3

LAND USE DATA

Land Use Type	Area (acres)	Maximum Density (units/acre)	Maximum GLA (sq. ft.)	Percent of Total Area (%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total) 16.8% (of Residential)
On-Site Total	291.0			100.0%
Additional Areas				
BNSF Right-of-way	6.1			
CR 58 Right-of-way	3.4			
Total	300.5			

Zoning: PUD - Planned Unit Development Overlay District

APPROVAL CERTIFICATES

PLANNING COMMISSION CERTIFICATE

Approved this _____ day of _____, 20____, by the Town Planning and Zoning Commission, Wellington, Colorado.

_____
Chairman

BOARD OF TRUSTEES CERTIFICATE

Approved this _____ day of _____, 20____, by the Board of Trustees, Wellington, Colorado. This approval is conditioned upon all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by other and not the towns.

_____
Mayor

No. Revisions: Date:
1 REVIEW SET NOT FOR CONSTRUCTION 06/15/22

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a professional engineer in the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521
GREELEY: 820 8th Street, 80631
970.221.4158
northernengineering.com

DATE: 06/15/2022
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: SFZ-1008
DESIGNED BY: S. Ritchie
DRAWN BY: S. Ritchie

SAGE FARMS

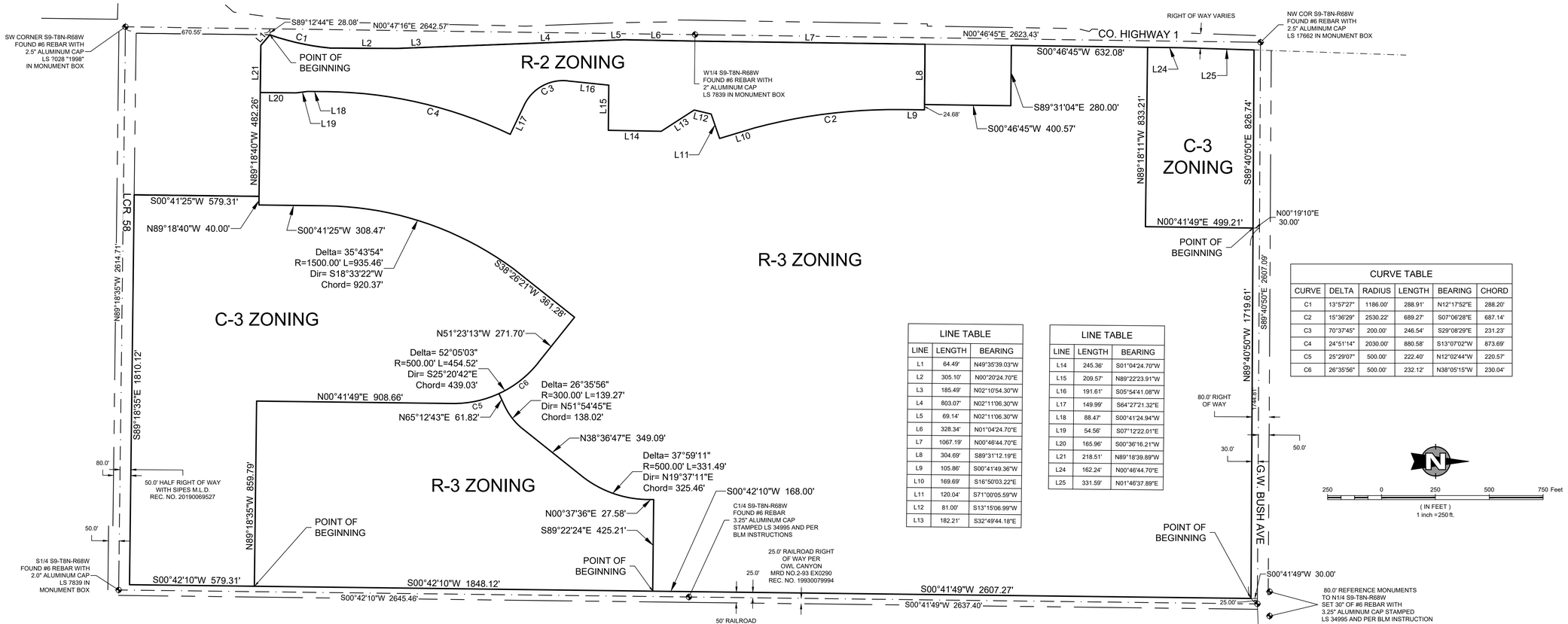
ZONING MAP

Sheet 1
1 of 4

DRAWING PATHNAME: C:\Users\JUGGAVA\Desktop\Local Temp\AcPublish_48668\[WD-1008 Zoning Map.dwg LAYOUT NAME: LAND USE DATE: Jul 06, 2022 - 1:43pm CAD OPERATOR: rossmann]
LIST OF REFS: [WD-1008_ALTA.dwg] [WD-1008_ALTA_LTR2.dwg] [WD-1008_ALTB.dwg] [WD-1008_ALTC.dwg] [WD-1008_ALTD.dwg] [WD-1008_ALTE.dwg] [WD-1008_ALTF.dwg] [WD-1008_ARCHITECTURAL_COMBINED.dwg] [Base Geometry] [XC= <base>=NAD83]

ZONING MAP FOR
SAGE FARMS P.U.D.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



LINE TABLE		
LINE	LENGTH	BEARING
L1	64.49'	N49°35'39.03"W
L2	305.10'	N00°20'24.70"E
L3	185.49'	N02°10'54.30"W
L4	803.07'	N02°11'06.30"W
L5	69.14'	N02°11'06.30"W
L6	328.34'	N01°04'24.70"E
L7	1067.19'	N00°46'44.70"E
L8	304.69'	S89°31'12.19"E
L9	105.86'	S00°41'49.36"W
L10	169.69'	S16°50'03.22"E
L11	120.04'	S71°00'05.59"W
L12	81.00'	S13°15'06.99"W
L13	182.21'	S32°49'44.18"E

LINE TABLE		
LINE	LENGTH	BEARING
L14	245.36'	S01°04'24.70"W
L15	209.57'	N89°22'23.91"W
L16	191.61'	S05°54'41.08"W
L17	149.99'	S64°27'21.32"E
L18	88.47'	S00°41'24.94"W
L19	54.56'	S07°12'22.01"E
L20	165.96'	S00°36'16.21"W
L21	218.51'	N89°18'39.89"W
L24	162.24'	N00°46'44.70"E
L25	331.59'	N01°46'37.89"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	13°57'27"	1186.00'	288.91'	N12°17'52"E	288.20'
C2	15°36'29"	2530.22'	689.27'	S07°06'28"E	687.14'
C3	70°37'45"	200.00'	246.54'	S29°08'29"E	231.23'
C4	24°51'14"	2030.00'	880.58'	S13°07'02"W	873.69'
C5	25°29'07"	500.00'	222.40'	N12°02'44"W	220.57'
C6	26°35'56"	500.00'	232.12'	N38°05'15"W	230.04'

(IN FEET)
1 inch = 250 ft.

ZONE R-2 (SINGLE FAMILY RESIDENTIAL)

A parcel of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the Southwest Corner of Section 9, being monumented by a No. 6 Rebar with a 2 1/2" aluminum cap Stamped "LS 7028 1998" in a monument box and assuming the West line of the Southwest Quarter of said Section 9 as bearing North 00° 47' 16" East a distance of 2642.57 feet, being monumented on the North by a #6 rebar with a 2" aluminum cap stamped "LS 7839" in a monument box with all bearings contained herein relative thereto.
THENCE North 00° 47' 16" East along said West line of the Southwest Quarter of Section 9 a distance of 670.55 feet;
THENCE South 89° 12' 44" East a distance of 28.08 feet to the beginning point of a curve non-tangent to this course and to the **POINT OF BEGINNING.**

The following 7 courses are along the Easterly Right of Way line of Hwy 1:
THENCE along the arc of a curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to a line non-tangent to this curve;
THENCE North 00° 20' 25" East a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 803.07 feet;
THENCE North 02° 11' 06" West a distance of 69.14 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet;
THENCE North 00° 46' 45" East a distance of 1067.19 feet;

THENCE North 89° 31' 12" East a distance of 304.69 feet;
THENCE South 00° 41' 49" West a distance of 105.86 to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the East a distance of 689.27 feet, said curve has a Radius of 2530.22 feet and is subtended by a Chord bearing South 07° 06' 28" East a distance of 687.14 to a line non-tangent to this curve;
THENCE South 16° 50' 03" East a distance of 169.69 feet;
THENCE South 71° 13' 00" West a distance of 20.04 feet;
THENCE South 70° 57' 30" West a distance of 100.00 feet;
THENCE South 13° 15' 07" West a distance of 81.00 feet;
THENCE South 32° 49' 44" East a distance of 182.21 feet;
THENCE South 01° 04' 25" West a distance of 245.36 feet;
THENCE North 89° 22' 24" West a distance of 209.57 feet;
THENCE South 05° 54' 41" West a distance of 191.61 to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Northeast a distance of 246.54 feet, said curve has a Radius of 200.00 feet and is subtended by a Chord bearing South 29° 08' 29" East a distance of 231.23 to a Point of Tangency;
THENCE South 64° 27' 21" East a distance of 149.99 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southeast a distance of 880.58 feet, said curve has a Radius of 2030.00 feet and is subtended by a Chord bearing South 13° 07' 02" West a distance of 873.69 to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 88.47 feet;
THENCE South 07° 12' 22" East a distance of 54.56 feet;
THENCE South 00° 36' 16" West a distance of 165.96 feet to a point on the Southerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
THENCE North 89° 18' 40" West along the said Southerly line of Lot 2 a distance of 218.51'
THENCE North 49° 35' 39" West along the said Southerly line of Lot 2 a distance of 64.49 feet to the **POINT OF BEGINNING**;

Said described parcels of land contains a total of 21.5 acres, more or less (±).

ZONE R-3 (MULTI-FAMILY RESIDENTIAL)

Two parcels of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;
THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line prolongation a distance of 30.00 feet to the intersection of the Westerly line of said Railroad Right of Way and the South line of G.W. Bush Ave and to the **POINT OF BEGINNING**;

THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2607.27 feet to the South line of the Northwest Quarter of said Section 9;
THENCE South 00° 42' 10" West a distance of 168.00 feet;
THENCE North 89° 22' 24" East a distance of 425.21 feet;
THENCE South 00° 37' 36" West a distance of 27.58 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 331.49 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing South 19° 37' 11" West a distance of 325.46 feet to a Point of Tangency;
THENCE South 38° 36' 47" West a distance of 349.09 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 139.27 feet, said curve has a Radius of 300.00 feet and is subtended by a Chord bearing South 51° 54' 45" West a distance of 138.02 feet to a Point of Tangency;
THENCE South 65° 12' 43" East a distance of 61.82 feet to a point on a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southwest a distance of 232.12 feet, said curve has a radius of 500.00 feet and is subtended by a Chord bearing North 38° 05' 15" West a distance of 230.04 feet to a Point of Tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 26' 21" West a distance of 361.28 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southeast a distance of 935.46 feet, said curve has a Radius of 1500.00 feet, a Delta of 35°43'54" and is subtended by a Chord bearing South 18° 33' 22" West a distance of 920.37 feet to a Point of Tangency.
THENCE South 00° 41' 25" West a distance of 308.47 feet;
THENCE North 89° 18' 40" West distance of 40.00 feet to a point on the Southerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
THENCE North 89° 18' 40" West along the said Southerly line of Lot 2 a distance of 482.26 feet;
THENCE North 00° 36' 16" East a distance of 165.96 feet;
THENCE North 07° 12' 22" West a distance of 54.56 feet;
THENCE North 00° 41' 25" East a distance of 88.47 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 880.58 feet, said curve has a Radius of 2030.00 feet, a Delta of 024°51'14" and is subtended by a Chord bearing North 13° 07' 02" East a distance of 873.69 feet to a line non-tangent to this curve;
THENCE North 64° 27' 21" West a distance of 149.99 feet to a Point of Tangency;
THENCE along the arc of a curve concave to the Northeast a distance of 246.54 feet, said curve has a Radius of 200.00 feet, a Delta of 70°37'45" and is subtended by a Chord bearing North 29° 08' 29" West a distance of 231.23 feet to a line non-tangent to this curve;
THENCE North 05° 54' 41" East a distance of 191.61 feet;
THENCE North 89° 22' 24" East a distance of 209.57 feet;
THENCE North 01° 04' 25" East a distance of 245.36 feet;
THENCE North 32° 49' 44" West a distance of 182.21 feet;
THENCE North 13° 15' 07" East a distance of 81.00 feet;
THENCE North 71° 00' 06" East a distance of 120.04 feet;
THENCE North 16° 50' 03" West a distance of 169.69 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the East a distance of 689.27 feet, said curve has a Radius of 2530.22 feet, a Delta of 15°36'29" and is subtended by a Chord bearing North 07° 06' 28" West 687.14 feet to a line non-tangent to this curve;
THENCE North 00° 41' 49" East a distance of 105.86 feet;
THENCE North 89° 31' 12" West a distance of 24.68 feet;
THENCE North 00° 46' 45" East a distance of 400.57 feet;
THENCE North 89° 31' 04" West a distance of 280.00 feet;
THENCE North 00° 46' 45" East a distance of 632.08 feet;
THENCE South 89° 18' 11" East a distance of 833.21 feet;
THENCE North 00° 41' 49" East a distance of 499.21 feet to a point of the Southerly line of G.W. Bush Avenue being a line parallel to and 30.00 feet Southerly of the North line of the Northwest Quarter of said Section 9;
THENCE South 89° 40' 50" East along said Southerly line of G.W. Bush Avenue a distance of 1719.61 feet to the **POINT OF BEGINNING**;

TOGETHER WITH

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing North 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along the North line of said Section 9 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;
THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2637.27 feet to the South line of the Northwest Quarter of said Section 9;
THENCE South 00° 42' 10" West along said Westerly Railroad Right of Way line a distance of 168.00 feet to the **POINT OF BEGINNING;**

THENCE South 00° 42' 10" West continuing along said Westerly Railroad Right of Way line a distance of 1848.12 feet;
THENCE North 89° 18' 35" West a distance of 859.79 feet;
THENCE North 00° 41' 49" East a distance of 908.66 to a Point of Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 222.40 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing North 12° 02' 44" West a distance of 220.57 feet to a line non-tangent to this curve;
THENCE North 65° 12' 43" East a distance of 61.82 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 139.27 feet, said curve has a Radius of 300.00 feet and is subtended by a Chord bearing North 51° 54' 45" East a distance of 138.02 feet to a Point of Tangency;
THENCE North 38° 36' 47" East a distance of 349.09 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 331.49 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing North 19° 37' 11" East a distance of 325.46 feet to a Point of Tangency;
THENCE North 00° 37' 36" East a distance of 27.58 feet;
THENCE South 89° 22' 24" East a distance of 425.21 feet to the **POINT OF BEGINNING.**

Said described parcels of land contains a total of 175.3 acres, more or less (±).

ZONE C-3 (COMMERCIAL)

Multiple parcels of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;
THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2637.27 feet to the South line of the Northwest Quarter of said Section 9;
THENCE South 00° 42' 10" West along said Westerly Railroad Right of Way line a distance of 2016.12 feet to the **POINT OF BEGINNING;**

THENCE South 00° 42' 10" West continuing along said Westerly Railroad Right of Way line a distance of 579.31 feet to the Northerly Right of Way line of County Road 58 being parallel to and 50.00 feet Northerly of the South line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said Northerly Right of Way line a distance of 1810.12 feet to the Northerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
THENCE North 00° 41' 25" East along said Northerly line of Lot 2 a distance of 579.31 feet to the Northeast Corner of said Lot 2;
THENCE South 89° 18' 40" East a distance of 40.00 feet;
THENCE North 00° 41' 25" East a distance of 308.47 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 935.46 feet, said curve has a Radius of 1500.00 feet, a Delta of 35° 43' 54" and is subtended by a Chord bearing South 18° 33' 22" West a distance of 920.37 feet to a Point of Tangency;
THENCE North 38° 36' 47" East a distance of 303.93 feet;
THENCE South 51° 23' 13" East a distance of 100.00 feet;
THENCE North 38° 26' 21" East a distance of 361.28 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a Point of Tangency;
THENCE South 00° 41' 49" West a distance of 908.66 feet;
THENCE South 89° 18' 35" East a distance of 859.79 feet to the Westerly Railroad Right of Way line and to the **POINT OF BEGINNING.**

TOGETHER WITH

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 1744.81 feet;
THENCE South 00° 19' 10" West along a line perpendicular to the aforesaid course a distance of 30.00 feet to the Southerly Right of Way line of G. W. Bush Avenue and to the **POINT OF BEGINNING.**

THENCE South 00° 41' 49" West a distance of 499.21 feet;
THENCE North 89° 18' 11" West a distance of 833.21 feet to the Easterly Right of Way line of Colorado State Highway No. 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 162.24 feet;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line a distance of 331.59 feet to the Southerly Right of Way line of G. W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly Right of Way line a distance of 826.74 feet to the **POINT OF BEGINNING.**

Said described parcels of land contains a total of 58.21 acres, more or less (±).

Revisions: No. By Date:
REVIEW SET
NOT FOR CONSTRUCTION
06/15/22

These drawings are the property of Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a Professional Engineer employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY: 820 8th Street, 80631 northernengineering.com

DATE: 06/26/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: 992-008
DESIGNED BY: A. Wurster
DRAWN BY: A. Wurster

SAGE FARMS

LEGAL DESCRIPTIONS

Sheet 2
2 of 4

DRAWING FILENAME: S:\Survey Jobs\992-008\Dwg\Exhibits\992-008 Zoning Map-survey.dwg LAYOUT NAME: Legal Descriptions DATE: Jun 26, 2023 - 4:19pm CAD OPERATOR: sam
LIST OF XREFS: [992-008_xAOJ_LTR] [992-008_xAOJ_SITE] [992-008_xDATE] [992-008_xLOT] [992-008_xSITE_4] [NES-disorder] [992-008 ANNEXATION_COMBINED] [Road Centerline] [NES-disorder-ANNEX] [992-008 Zoning Map]

ZONING MAP FOR
SAGE FARMS P.U.D.
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

A. STATEMENT OF INTENT

This **Zoning Map** is a PUD - Planned Unit Development Overlay District ("**PUD Zone**") to serve as a master-planned development under Land Use Code 15-3-50 for the zoning of the property consisting of approximately 291.1 acres within the serial annexations for **Sage Farms Annexation and Village at Sage Farms Annexation** to the Town of Wellington, Colorado ("**Town**").

This PUD Zone is a Site Specific Development Plan and a final development plan for this Planned Unit Development under Land Use Code 15-7-20 and under Colorado Revised Statutes Section 24-68-101 et. seq. for vested rights. The duration of the vested rights under this PUD Zone is twenty (20) years from the ordinance effective date for the following zone districts: Single-Family A - R-3 Residential Medium Density District; Single-Family B - R-2 Residential Low Density District; Single-Family C - R-2 Residential Low Density District; and, Multi-Family - R-3 Residential Medium Density District. ("**Residential Vested Rights Period**"). The duration of the vested rights under this PUD Zone is twenty-five (25) years from the ordinance effective date for the following zone districts: Commercial - C-3 Mixed-Use Commercial District; and, Park and Open Space - R-3 Residential Medium Density District ("**Commercial Vested Rights Period**").

This Mixed-Use PUD is intended to create a compatible variety of land uses that provide for a homogeneous development of mixed uses that are in keeping with the property's unique physical aspects including two existing irrigation water wells which can be used for non-potable irrigation of the developed property, access from two existing public roads and unique topography allowing drainage flows along the southeast portion of the property. This zoning map is also in compliance with the Town's Comprehensive Plan. The PUD Zoning Map supplements the underlying standard zone district with modification of lot size, bulk or type of use, density, lot coverage, open space or other considerations that are incompatible and inappropriate for the overall PUD Zone and that do not correspond with existing underlying standard zone district. Lot layout, road alignments and specific multi-family and commercial building siting will be refined at the time of platting with adjustments allowed for each specific development phase and market conditions.

B. ZONING

The zoning for the property is: **PUD - Planned Unit Development Overlay District.**

C. PROJECT SUMMARY CHART

Land Use	Acreage	Maximum Density per acre	Max GLA	% of Total Area
Single Family - A	141.8 acres	6 units/acre		48.7%
Single Family - B	17.8 acres	3 units/acre		6.1%
Single Family - C	3.7 acres	3 units/acre		1.3%
Multi-Family	36.0 acres	12 units/acre		12.4%
Commercial	58.2 acres	16 units/acre	585,000 sq. ft.	20.0%
Public/Private Parks & Open Space	33.6 acres			11.5% of total (16.8% of residential area)
TOTAL	291.1 acres		585,000 sq. ft.	100%

GLA is defined as "Gross Leaseable Area."

D. LAND USE STANDARDS

1. Permitted Uses; Prohibited Uses; Unlisted Uses; Use Specific Standards.

A. Permitted Uses.
Uses permitted in the PUD Zone shall be those uses permitted in the underlying standard zone district for the property unless specifically listed as prohibited or otherwise modified herein. The uses permitted in this PUD Zone are listed in the sections below. All uses for this PUD Zone are defined in Section J, Definitions. If a capitalized term is not defined in Section J or otherwise in this PUD Zone, the definitions in the Municipal Code of the Town of Wellington, Colorado ("**Code**") and the Land Use Code adopted March 22, 2022 (Ordinance No. 07-2022) ("**Land Use Code**") apply. The terms in this PUD Zone control in the event of a conflict with the Code or the Land Use Code.

B. Prohibited Uses.
Uses prohibited in the PUD Zone shall be those uses prohibited in the underlying standard zone district for the property unless specifically listed as permitted or otherwise modified herein. Development or use of a property for any other use not specifically allowed in this PUD Zone and approved under the appropriate process is prohibited.

C. Unlisted Uses.
If a proposed use is not specifically listed below, the Planning Director shall determine whether the use is permitted or not permitted. This determination shall be based upon the similarity in nature and character to one or more uses that are listed as permitted in each district under this PUD Zone. In making this determination, the Planning Director may refer for guidance to the factors set forth for unlisted uses in Section 15-4-30 of the Land Use Code, as may be amended, provided that any amendment to such factors adopted during the Residential Vested Rights Period or the Commercial Vested Rights Period are uniformly applied in all similar zone districts within the Town. Approval of a use listed in this PUD Zone, and compliance with any applicable use-specific standards for that use, authorizes that use only.

D. Use-Specific Standards.
The uses permitted in each of the zoning districts established in this PUD Zone are listed below. Uses are designated as Permitted by Right (P) and as Conditional Uses (C). The list of permitted uses also provides a reference to any use-specific standards by including the designation (Y). If applicable, the use specific standards are set forth in Section 15-4-30 of the Land Use Code, as may be amended, provided that any amendment to a use specific standard adopted during the Residential Vested Rights Period or the Commercial Vested Rights Period are uniformly applied in all similar zone districts within the Town. Approval of a use listed in this PUD Zone, and compliance with any applicable use-specific standards for that use, authorizes that use only.

2. Single-Family A - R-3 Residential Medium Density District

A. Statement of Intent
This land use area is intended to provide for the development of Single-Family Detached Dwellings and Single-Family Attached Dwellings including Parks, Open space, trail systems, and green belts.

B. Uses Permitted
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-3 Residential Medium Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not prohibit a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Single-Family Detached Dwellings (including up to six Single-Family Detached Dwellings utilizing the same Alley for vehicular access) (P)
3. Single-Family Attached Dwellings (including up to six Single-Family Attached Dwellings per Building; Alley loaded Single-Family Attached Dwellings are allowed) (P)
4. Community Facility (P)
5. Religious Land Use (C)
6. Civic Space (C)
7. Accessory Building but not to exceed 80 square feet (P)
8. Accessory Dwelling Units (C) (Y)
9. Accessory Use (P)
10. Home Occupation (P)
11. Attached or detached garages or carports and paved parking areas (P)
12. Parks and Open space, public or private (P)
13. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Multi-Family Dwelling
2. Bed and Breakfast
3. Boarding and Rooming House
4. Long-Term Care Facilities

D. Development Standards
1. Minimum Front Setback:20 feet to garage, 15 feet to front of unit, 10 feet for rear or Alley loaded garages
2. Minimum Side Setback: 5 feet for detached units; 0 feet for attached units
3. Minimum Rear Setback: 15 feet, 5 feet for rear or Alley loaded garage
4. Minimum Lot Width: 35 feet for detached units; 25 feet for an attached dwelling
5. Minimum Distance Between Buildings 10 feet

3. Single Family B - R-2 Residential Low Density District

A. Statement of Intent
This land use area is intended to provide for the development of Single-Family Detached Dwellings including Parks and Open space, trail systems and green belts.

B. Uses Permitted
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-2 Residential Low Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Single Family Detached Dwellings (P)
3. Attached or detached garages or carports and paved parking areas (P)
4. Community Facility (P)
5. Religious Land Use (C)
6. Civic Space (C)
7. Accessory Buildings but not to exceed 80 square feet (P)
8. Accessory Dwelling Units (P) (Y)
9. Accessory Use (P)
10. Home Occupation (P)
11. Parks and Open space, public or private (P)
12. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Single Family Attached Dwellings
2. Golf course

D. Development Standards

1.	Minimum Lot Size:	10,000 sf
2.	Minimum Front Setback:	25 feet
3.	Minimum Rear Setback:	25 feet
4.	Minimum Side Setback:	10 feet
5.	Minimum Distance from Hwy. ROW	1 50 feet

4. Single Family C - R-2 Residential Low Density District

A. Statement of Intent
This land use area is intended to allow for the continued use of the existing agricultural uses and to allow for the development of Single-Family Detached Dwellings at some time in the future.

B. Uses Permitted
1. Agriculture but excluding Livestock, dairy, poultry, bee and Stable uses.
2. The storage of agricultural machinery and equipment needed in the production of agricultural products, and the storage of harvested products before wholesale distribution.
3. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-2 Residential Low Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not prohibit a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
4. Single Family Detached Dwellings (P)
5. Attached or detached garages or carports and paved parking areas (P)
6. Community Facility (P)
7. Religious Land Use (C)
8. Civic Space (C)
9. Accessory Buildings but not to exceed 80 square feet (P)
10. Accessory Dwelling Units (P) (Y)
11. Accessory Use (P)
12. Home Occupation (P)
13. Parks and Open space, public or private (P)
14. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Single Family Attached Dwellings
2. Golf course

D. Development Standards

1.	Minimum Lot Size:	10,000 sf
2.	Minimum Front Setback:	25 feet
3.	Minimum Rear Setback:	25 feet
4.	Minimum Side Setback:	10 feet
5.	Minimum Distance from Hwy. ROW	1 50 feet

1. Multi-Family - R-3 Residential Medium Density District

A. Statement of Intent
1. This land use area is intended to provide for the development of Multi-Family Dwellings, Single-Family Attached Dwellings and Single-Family Detached Dwellings

B. Uses Permitted
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-3 Residential Medium Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Multi-Family Dwellings (P)
3. Single-Family Attached Dwellings (P)
4. Single-Family Detached Dwellings (P)
5. Multitenant building or development (P)
6. Community Facility (P)
7. Religious Land Use (C)
8. Civic Space (C)
9. Accessory Building but not to exceed 80 square feet (P)
10. Accessory Dwelling Units (C) (Y)
11. Accessory Use (P)
12. Home Occupation (P)
13. Attached or detached garages or carports and paved parking areas (P)
14. Parks and Open space, public or private (P)
15. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Bed and Breakfast
2. Boarding and Rooming House
3. Long-Term Care Facilities

D. Development Standards

1.	Maximum Density	12 units per acre
2.	Minimum Front Setback:	15 feet for detached units; 10 feet for attached units
3.	Minimum Setback to Garage	20 feet from front loaded; 5 feet rear or Alley loaded
4.	Minimum Side Setback:	5 feet for detached units; 0 feet for attached units
5.	Minimum Rear Setback:	5 feet
6.	Minimum Distance between Buildings	10 feet
7.	Minimum Distance from Hwy. ROW	1 20 feet

2. Commercial - C-3 Mixed-Use Commercial District

A. Statement of Intent
This land use area is intended to provide for the development of a mixed-use neighborhood business and commercial shopping center which allows the convenience of these services to the neighborhoods that it serves creating a self-sustaining neighborhood.

B. Permitted Uses
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the C-3 Mixed-Use Commercial District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Mixed-Use Dwelling (P)
3. Multi-Family Dwelling (P)
4. Multitenant building or development (P)
5. Grocery Stores, including Grocery Stores exceeding twenty-five thousand (25,000) square feet (P) (Y)
6. Child Care Center (P)
7. Long-Term Care Facilities (P)
8. Medical Care Facility (P)
9. Medical Office (P)
10. Accessory Dwelling Unit (P) (Y)
11. Accessory Use (P) (Y)
12. Home Occupation (P) (Y)
13. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Boarding and Rooming House
2. Veterinary Facilities, Large animal
3. Golf Course
4. Pawn Shop
5. Medical Marijuana Store
6. Retail Marijuana Store
7. Industrial Manufacturing, Light
8. Industrial Manufacturing, Heavy
9. Golf Course

D. Development Standards
1. Minimum setbacks from:
a. Arterial streets 25 feet
b. Other streets 10 feet
2. Minimum internal setbacks from lot lines 0 feet
3. Minimum setbacks from external property lines 15 feet
4. Minimum distance between structures 15 feet
5. Maximum Residential Density 16 units/acre

3. Parks and Open Space - R-3 Residential Medium Density District

A. Statement of Intent
This land use area is intended to preserve and use land for both public and private recreational uses.

B. Permitted Uses
1. Parks and Open space, public or private, including active and passive recreation activities including swimming pools, tennis and basketball courts, ball fields and soccer fields, and the like. (P)
2. Accessory Building including service buildings and facilities normally incidental to the use of a public park and recreational area (P)
3. Public and private utility installations including storm drainage and detention/retention areas, and irrigation ponds (P)
4. Mixed-Use Dwellings (C)
5. Multi-Family Dwellings (C)
6. Multitenant building or development (C) (Y)
7. Community Facility (C) (Y)
8. Home Occupation (P) (Y)
9. Accessory Uses (C) (Y)

C. Prohibited Uses
1. Single-Family Attached Dwellings
2. Single-Family Detached Dwellings
3. Bed and Breakfast
4. Boarding and Rooming House
5. Long-Term Care Facilities
6. Civic Space

D. Development Standards
1. Minimum Lot Size - There shall be no minimum lot size for open space areas though a minimum of 20% of the site excluding the commercial parcels shall by designated as Parks and Open space (both public and private).
2. Pocket Parks - There shall be a minimum of one pocket park for each 200 Single-Family Detached Dwellings.

E. PARKING STANDARDS

1. Off Street Parking Requirements - shall comply per section 5.05.07 of the Town Land Use Code as amended from time to time with the exception of any one-bedroom dwelling units which shall be allowed to have a minimum of one off street parking space per unit.

F. AUXILLARY USE STANDARDS

1. Pedestrian Paths/Trails
Paths and trails shall be provided within park/open space areas and to link, where feasible, between residential and commercial use areas and open space. Such paths shall consist of asphalt, concrete, or other approved materials and range from 5 to 10 feet in width. Such paths shall be maintained by a homeowner's association, the Town of Wellington and/or special improvement district depending upon location, subject to approval by such entity.

G. MISCELLANEOUS REQUIREMENTS

1. Pollution Control
Areas disturbed during construction shall be treated in such a manner so as to minimize the impacts of erosion and dust pollution. No other polluting activity shall be permitted on a permitted basis.
2. Temporary Uses
Temporary trailers and/or residential units may be used as sales or construction offices during the sales and construction period in accordance with Section 15-4-50 and all applicable permits. Temporary material storage, concrete batch plants and other temporary construction uses may be permitted during the construction period provided such activities are secured and in accordance with Section 15-4-50 and all applicable permits. Such temporary uses shall terminate 90 days after construction of the final building within the project.
3. Buffering
Buffering adjacent to the commercial use areas shall be utilized to minimize the impacts of vehicular noise on adjacent residential areas. Commercial structures shall be placed in such a fashion to further buffer the parks and residential areas. Where differing land uses abut one another, buffering techniques shall be implemented to diffuse any negative impacts. These buffering techniques and their locations shall be determined at the time of platting and subdivision approvals.
4. Zoning Boundaries
The zoning boundaries may be modified or changed by a maximum of 10% with an administrative approval by the Town's Planning Director though the overall densities or total Gross Leaseable Area (GLA) shall not exceed the maximum amounts as listed on this PUD Zone.

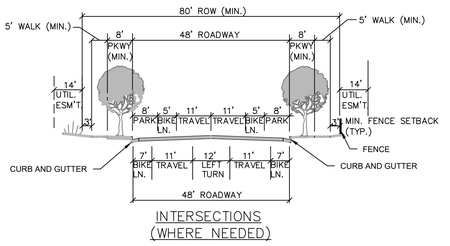
H. PUD OVERLAY DISTRICT JUSTIFICATION

This PUD Zone is a mixed-use site development plan for property controlled by two affiliated landowners and under a unified plan of development for an anticipated number and density of residential dwelling units and commercial uses. It creates a compatible variety of land uses that provide for a homogeneous neighborhood of mixed uses and affordable housing that are in keeping with the property's unique, site specific topography for stormwater systems and two independent nonpotable irrigation systems that will be utilized consistent with historical water well usage. The northern portion of the property is currently adjoining public infrastructure sufficient to facilitate anticipated, existing market demand for residential dwelling units and commercial uses. Southern portion of the property is not currently served by public infrastructure sufficient to support development consistent with the objectives set forth in the Town Comprehensive Plan. The PUD Zone and vested property rights are necessary and desirable in order to ensure reasonable certainty and stability for the development of the property; stimulate economic growth consistent with the Town Comprehensive Plan; secure a reasonable investment-backed expectation over the lengthy timeframe anticipated to complete development of the residential neighborhoods and commercial uses; and, to foster public and private cooperation necessary to fund and then complete the community wide impact studies for the design, permitting, and construction of the anticipated off-site public infrastructure improvements to support development of the commercial uses in southern portions of the property consistent with the Town Comprehensive Plan. To accomplish these objectives, the PUD Zone overlays and modifies specific terms of the underlying standard zone district which do not correspond in lot size, bulk or type of use, density, lot coverage, open space and other considerations. The PUD Zone also allows for:

- the existing agricultural uses to continue to be permitted in the Single-Family C use area.
- modifies the R-3 Residential Medium Density zone allowing a reduction in the maximum density allowed in the Single-Family A use area.
- modifies the R-2 Residential Low Density zone allowing an increase the minimum lot size for Single-Family B and Single-Family C use areas.
- modifies the R-2 Residential Low Density zone allowing a reduction in the maximum density allowed in the Single-Family B and Single-Family C use areas.
- modifies the R-3 Residential Medium Density zone allowing for Multi-Family Dwellings and multitenant building or development in the Multi-Family - R-3 use area.
- creates vested rights for Mixed-Use Dwellings and Multi-Family Dwellings in the Commercial C-3 zone area.
- allows for the PUD Zone to permit additional uses that are not permitted uses in the underlying zone district consistent with the unified plan of development.
- allows the PUD Zone to prohibit and restrict specific uses that are allowed in specified areas in the underlying zone district consistent with the unified plan of development.
- allows for modifications of the Town's current road and street standards allowing narrower streets and also allowing public and private Alleys to serve the residential and commercial use areas thereby reducing development costs and making housing more affordable.

I. STREET and ROADWAY STANDARDS

- See details on the right side of this sheet



INTERSECTIONS (WHERE NEEDED)

ROADWAY WIDTH: 48'

RIGHT OF WAY WIDTH: 80' (MIN.) PLUS 28' (MIN.) UTILITY EASEMENT

TRAVEL LANES: TWO LANES, 11' WIDE.

LEFT TURN LANES: 12' WIDE AT INTERSECTIONS WHERE NEEDED.

BIKE LANES: TWO LANES, 5' WIDE. (7' WIDE WHERE ADJACENT TO CURB)

PARKING: TWO LANES, 8' WIDE; PARKING MAY BE REMOVED AT CERTAIN LOCATIONS TO PROVIDE A LEFT TURN LANE AT INTERSECTIONS WHERE NEEDED.

PARKWAY: 8' (MIN.) WIDTH. ADDITIONAL WIDTH OPTIONAL.

SIDEWALK: 5' (MIN.) WIDTH. ADDITIONAL WIDTH MAY BE REQUIRED FOR HIGHER PEDESTRIAN TRAFFIC WITHIN AND LEADING TO ACTIVITY AREAS.

MEDIAN: IF MEDIANS ARE PROPOSED THEY MUST BE ACCEPTABLE TO THE TOWN.

WHERE USED: THESE SPECIFICATIONS SHALL APPLY AS REQUIRED BY THE TOWN, WHEN A COLLECTOR STREET IS SHOWN ON THE MASTER STREET PLAN OR WHEN THE TRAFFIC VOLUME ON THE STREET IS ANTICIPATED TO BE IN THE RANGE OF 2,500 TO 3,500 VEHICLES PER DAY.

DESIGN SPEED: 40 MPH

SPEED LIMIT: 25-30 MPH

ACCESS: NO LIMIT

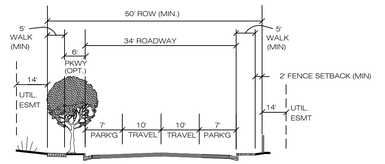
FENCES: FENCES SHALL BE SETBACK A MINIMUM OF 3' FROM THE BACK EDGE OF THE SIDEWALK.

CURB AND GUTTER: VERTICAL CURB AND GUTTER, OR DRIVEOVER IF APPROVED BY THE TOWN.

STRIPING: STRIPE INTERSECTION APPROACHES ONLY.

STREET TREES: AS SHOWN ON LANDSCAPING PLAN TO BE APPROVED BY TOWN. REQUIRED SPACING IS 40' O.C.

001 MINOR COLLECTOR STREET
NOT TO SCALE



ROADWAY WIDTH: 34' WIDE (WITH PARKING).

RIGHT OF WAY WIDTH: 50' (MIN.) PLUS 28' (MIN.) UTILITY EASEMENT.

BIKE LANES: SHARE STREET.

PARKING: TWO LANES 7' WIDE SHARED WITH BIKES.

PARKWAY: NOT REQUIRED. 6' (MIN.) WIDTH WHERE USED.

SIDEWALK: 5' (MIN.) WIDTH ATTACHED OR DETACHED. ADDITIONAL WIDTH MAY BE REQUIRED WITHIN AND LEADING TO ACTIVITY AREAS.

MEDIAN: NONE. ADDITIONAL WIDTH REQUIRED FOR DEVELOPMENT REQUESTING MEDIANS.

DESIGN SPEED: 25 MPH

SPEED LIMIT: 25 MPH

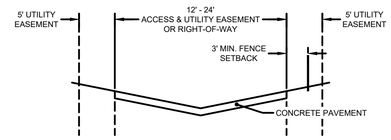
ACCESS: NO LIMIT.

FENCES: SETBACK A MINIMUM OF 2' FROM THE EDGE OF THE SIDEWALK.

PARKWAY LANDSCAPING: TREE, LAWN, MEDIAN, AND BUFFER AREA LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR HOA.

CURB AND GUTTER: VERTICAL, ROLLOVER, OR DRIVEOVER.

002 RESIDENTIAL LOCAL STREET
NOT TO SCALE



Roadway Width: 12' to 24' (20' width required for commercial and industrial areas).

Access Easement or Right-of-Way Width: 12' to 24' (20' width required for commercial and industrial areas).
Parking: None. Parking must be provided on private property.

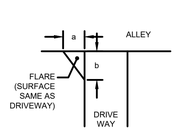
Design Speed: 15 MPH.

Speed Limit: 15 MPH.

Driveway Connections to Alleys: Driveway connections to alleys must be flared in accordance with Detail 1.

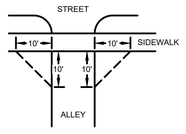
Alley Connections to Streets: Where an alley intersects the right-of-way for a street 10' x 10' corner cuts shall be dedicated as access easement or right-of-way for visibility as shown in Detail 2. These areas may be landscaped no higher than 12'. No fences may encroach into this area.

Continuity: Dead-end alleys are limited in length to 660 feet.



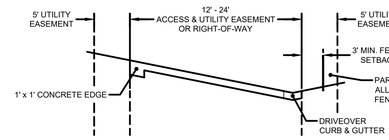
Alley Width (FT.)	Driveway Flare a (FT.)	Driveway Flare b (FT.)
24	0	0
20	0	0
18	2'-0"	6'-0"
16	4'-0"	8'-0"
14	5'-0"	8'-0"
12	6'-0"	8'-0"

DETAIL 1



DETAIL 2

003 ALLEY OPTION A (DRAINAGE TO CENTER)
NOT TO SCALE



Roadway Width: 12' to 24' (20' width required for commercial and industrial areas).

Access Easement or Right-of-Way Width: 12' to 24' (20' width required for commercial and industrial areas).
Parking: None. Parking must be provided on private property.

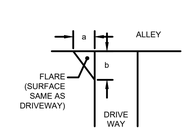
Design Speed: 15 MPH.

Speed Limit: 15 MPH.

Driveway Connections to Alleys: Driveway connections to alleys must be flared in accordance with Detail 1.

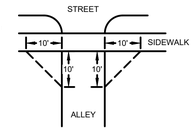
Alley Connections to Streets: Where an alley intersects the right-of-way for a street 10' x 10' corner cuts shall be dedicated as access easement or right-of-way for visibility as shown in Detail 2. These areas may be landscaped no higher than 12'. No fences may encroach into this area.

Continuity: Dead-end alleys are limited in length to 660 feet.



Alley Width (FT.)	Driveway Flare a (FT.)	Driveway Flare b (FT.)
24	0	0
20	0	0
18	2'-0"	6'-0"
16	4'-0"	8'-0"
14	5'-0"	8'-0"
12	6'-0"	8'-0"

DETAIL 1



DETAIL 2

004 ALLEY OPTION B (DRAINAGE TO ONE SIDE)
NOT TO SCALE

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NORTHERN ENGINEERING
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970.221.4158
northernengineering.com

No. Revisions: Date:
1 REVIEW SET 06/15/22
NOT FOR CONSTRUCTION

DATE: 06/26/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: 932-2008
DESIGNED BY: A. Wurster
DRAWN BY: A. Wurster

SAGE FARMS
STANDARDS

Sheet 3
3 of 4

DRAWING FILENAME: C:\Users\AUSTIN~1\AppData\Local\Temp\AcPublish_42864\ANSI_22B Zoning Map.dwg LAYOUT NAME: Standards DATE: Jun 26, 2023 - 1:47pm CAD OPERATOR: austinritz
LIST OF XREFS: [No] <none>, [No] <none>, [No] <none>,

ZONING MAP FOR
SAGE FARMS P.U.D.
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

J. DEFINITIONS

Accessory Building. A subordinate building or structure, the use of which is customarily incidental to that of the main building or to the main use of the land, which is located on the same lot (or on a contiguous lot in the same ownership) with the main building or use.

Accessory Dwelling Unit. An additional dwelling unit integrated within a single-family dwelling, or located in a detached accessory building, such as carriage houses or agricultural-type out buildings, located on the same lot as single-family dwellings. An Accessory Dwelling Unit is not counted as a dwelling unit in calculating the allowed density per acre in a zone district.

Accessory Use. A subordinate use, clearly incidental and related to the main structure, building or use of land and located on the same lot (or on a contiguous lot in the same ownership) as that of the main structure, building or use.

Alley. A paved constructed vehicular access way serving one (1) or more properties and abutting a public or private road. An Alley may be a public or private access way. An Alley may satisfy, but does not need to satisfy, emergency access requirements.

Agriculture. The use of land for accessory uses for treating or storing farm products and equipment.

Bed and Breakfast. An establishment operated in a private residence or portion thereof, which provides temporary accommodations to overnight guests for a fee, and which is occupied by the operator of such establishment.

Boarding and Rooming House. A building or portion of which is used to accommodate, for compensation, four (4) or more boarders or roomers, not including members of the occupant's immediate family who might be occupying such building.

Building means any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, which is governed by the following characteristics:

a) Is permanently affixed to the land.
b) Has one (1) or more floors and a roof.

Child Care Center. A facility, by whatever name known, which is maintained for the whole or part of a day for the care of seven (7) or more children under the age of sixteen (16) years who are not related to the owner, operator or manager, whether such facility is operated with or without compensation for such care and with or without stated educational purposes, except that a childcare center shall not include any family child care home as defined by the State. The term includes, but is not limited to, facilities commonly known as day care centers, day nurseries, nursery schools, preschools, play groups, day camps, summer camps, centers for developmentally disabled children and those facilities which give twenty-four-hour-per-day care for dependent and neglected children. Child care centers are also those facilities for children under the age of six (6) years with stated educational purposes which are operated in conjunction with a public, private, or parochial college or a private or parochial school, except that the term shall not apply to a kindergarten maintained in connection with a public, private, or parochial elementary school system of at least six (6) grades.

Civic Space. Public or quasi-public uses in residential or business areas that are accessible to the public and primarily serve as gathering or meeting areas for the immediate community, or reserved as open space that provides a community amenity or promotes environmental or ecological functions. Civic spaces may be public buildings; defined space in residential, commercial, or mixed-use buildings; or outdoor space constructed to accommodate community gatherings. They can be the settings where celebrations are held, where social and economic exchanges take place, where friends run into each other, and where cultures mix. Civic spaces include active or passive recreational uses, nature and recreation trails, nature preserves (such as wildlife sanctuaries, conservation areas, and game preserves), cultural amenities (e.g. fountains, ice rinks, reflecting pools), open spaces, parks, squares, plazas, playgrounds, or memorial parks. This includes any of the following as defined below:

a) Active recreation: Recreational uses requiring constructed facilities for organized activities, such as playing fields, ball courts, and playgrounds.

b) Dog park: A park that provides a variety of recreational amenities for dogs and persons that may include benches, parking, restrooms, and water fountains. If dogs are to be unleashed, the area must be fenced.

c) Community space: Buildings or facilities that provide gathering places, such as community centers, property owner association meeting spaces, or clubhouses.

d) Open space: Areas of trees, shrubs, lawns, grass, pathways and other natural and man-made amenities not within individual building lots, set aside for the use and enjoyment of residents, visitors and other persons, unoccupied by buildings or facilities unless related to recreational activities. Generally, open space is intended to provide light and air and is designed for either scenic or recreational purposes. For the purpose of this Code, open space includes active recreation space, common open space, and dedicated open space.

e) Park or plaza: An open space which may be improved and landscaped; usually surrounded by streets and buildings.

f) Urban deck: A platform for landscaped greens or engineered to accommodate buildings, which spans over major roadways. The intent of an urban deck is to create and enable pedestrian movement across an otherwise, typically impenetrable barrier, and to provide space for activity that can link both sides of the roadway.

g) Wetlands mitigation bank: A natural resource management technique authorized by Part 404 of the Federal Clean Water Act, or other state or federal law, as applicable, using wetland preservation, restoration, creation and/or enhancement to offset or replace wetland functions that are lost due to development. Wetland mitigation banks are typically large areas of wetlands operated by private or public entities, which may sell credits to other entities to compensate for wetland loss or impact at development sites or enter into other similar arrangements.

Code means the Municipal Code of the Town, including this Land Use Code.

Community Facility. A place, structure, area, or other facility used to provide fraternal, cultural, social, educational, or recreational programs or activities. This includes swimming pools, tennis courts, and similar facilities of a homeowners association, open to the public or a designated part of the public, and which may be publicly or privately owned.

Dwelling means a building used exclusively for residential occupancy, including single-family dwellings, two-family dwellings and multi-family dwellings.

Dwelling unit means one (1) or more rooms and a single kitchen and at least one (1) bathroom, designed, occupied or intended for occupancy as separate quarters for the exclusive use of a single family for living, cooking and sanitary purposes, located in a single-family, two-family or multi-family dwelling or mixed-use building.

Dwelling, two-family or duplex means a building occupied by two (2) families living independently of each other.

Golf Course. A tract of land laid out with a course having nine (9) or more holes for playing golf, including any accessory clubhouse, driving range, offices, restaurant, concession stand, picnic tables, pro shop, maintenance facilities, or similar accessory uses or structures.

Grocery Store. A retail establishment primarily selling food, as well as other convenience and household goods, without a limitation on the number of square feet of the Building structure.

Group Home state-licensed facilities for developmentally disabled, handicapped, seniors or children as defined by and meeting the requirements of Section 31-23-303(2), C.R.S., or similar state statute.

Home Occupation. An occupation or business activity which results in a product or service and is conducted in whole or in part in a dwelling unit and is subordinate to the residential use of the dwelling unit. Home Occupation shall not include home offices for telecommuting and similar uses with no customer, client, or coworker visits.

Industrial and Manufacturing, Heavy. Manufacturing of paper, chemicals, plastics, rubber, cosmetics, drugs, nonmetallic mineral products (such as concrete and concrete products, glass), primary metals, acetylene, cement, lime, gypsum or plaster-of-Paris, chlorine, corrosive acid or fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products, coal products, plastic and synthetic resins, electrical equipment, appliances, batteries, and machinery. This group also includes asphalt mixing plants, concrete mixing plants, smelting, animal slaughtering, oil refining, and magazine contained explosives facilities.

Industrial and Manufacturing, Light. Manufacturing of products, from extracted, raw, recycled or secondary materials, including bulk storage and handling of those products and materials, or crushing, treating, washing, and/or processing of materials. This includes similar establishments, and businesses of a similar and no more objectionable character. It also includes incidental finishing and storage. Goods or products manufactured or processed on-site may be sold at retailor wholesale on or off the premises. This does not include any activity listed under Industrial and Manufacturing, Heavy. Examples of general manufacturing include the manufacture or production of the following goods or products: apparel (including clothing, shoes, dressmaking); boats and transportation equipment; brooms; caskets; communication or computation equipment; dairy products; die-cut paperboard and cardboard; drugs, medicines, pharmaceutical; electrical equipment or machinery; farm machinery; fasteners and buttons; feed and grain; food/baking(including coffee roasting, creameries, ice cream, ice, frozen food, confectionery, and beverages);fruit and vegetable processing, canning and storage; gaskets; glass products made of purchased glass; household appliances; industrial controls; leather and allied products; lithographic and printing processes (including printing plants as defined below); mattresses; medical equipment and supplies; medicines; mill work and similar woodwork; mobile homes; musical instruments; novelties; office supplies; optical goods; photographic equipment; prefabricated and modular housing and components; printing and print supplies (including printing plants); 3-D printing, radio and TV receiving sets; sanitary paper products; scientific and precision instruments; service industry machines; signs; textiles (including dyeing, laundry bags, canvas products, dry goods, hosiery, millinery); tobacco products; toys, sporting and athletic goods; and watches and clocks. A "printing plant" means a facility devoted to printing or bookbinding, including related large-scale storage and transshipment.

Land Use Code means Chapter 15 of the Town of Wellington Municipal Code.

Livestock includes horses, cattle, sheep and llamas, but does not include swine, chickens, goats, roosters, fowl, peacocks, guinea hens or other animals not allowed to be maintained within the Town by this Code (except that swine, chickens, goats, roosters, fowl, peacocks or guinea hens maybe permitted with the Board of Trustees' approval in isolated circumstances, including for 4-H-type projects that do not unreasonably impact neighbors).

Long-term care facility means any of the following:

a) Convalescent center means a health institution that is planned, organized, operated and maintained to offer facilities and services to in-patients requiring restorative care and treatment and that is either an integral patient care unit of a general hospital or a facility physically separated from, but maintaining an affiliation with, all services in a general hospital.

b) Nursing care facility means a health institution planned, organized, operated and maintained to provide facilities and health services with related social care to in-patients who require regular medical care and twenty-four-hour-per-day nursing services for illness, injury or disability. Each patient shall be under the care of a physician licensed to practice medicine in the State. The nursing services shall be organized and maintained to provide twenty-four-hour-per-day nursing services under the direction of a registered professional nurse employed full time.

c) Intermediate health care facility means a health-related institution planned, organized, operated and maintained to provide facilities and services which are supportive, restorative or preventive in nature, with related social care, to individuals who because of a physical or mental condition, or both, require care in an institutional environment but who do not have an illness, injury or disability for which regular medical care and twenty-four-hour-per-day nursing services are required.

Lot means a designated parcel, tract or area of land established by plat or subdivision.

Manufactured Home. A single-family dwelling which is partially or entirely manufactured in a factory; which is not less than twenty-four (24) feet in width and thirty-six (36) feet in length; which is installed on an engineered permanent foundation; which has brick, wood or cosmetically equivalent siding extending to the ground level; which has a pitched roof; which has the delivery system including wheels, tires, axles and tongue hitch removed; and which is certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., as amended.

Medical Care Facility. An establishment, whether or not licensed or required to be licensed by the State Board of Health or the State Hospital Board, by or in which facilities are maintained, furnished, conducted, operated, or offered to prevent, diagnose, or treat human disease, pain, injury, deformity, or physical condition, whether medical or surgical, of two (2) or more non-related mentally or physically sick or injured persons; or for the care of two (2) or more non- related persons requiring or receiving medical, surgical, or nursing attention or service as acute, chronic, convalescent, aged, or physically disabled. This use includes an intermediate care facility, mental retardation facility, outpatient surgery center, birthing facility, diagnostic imaging facility, radiation therapy facility, dialysis facility, medical/physical rehabilitation and trauma unit, or related institution or facility that offers treatment on an outpatient basis. This use may be operated for profit or nonprofit, privately owned, or operated by a local government unit. This use includes any hospital, defined as any licensed and State of Colorado accredited health care institution with an organized medical and professional staff and with inpatient beds available around-the-clock, whose primary function is to provide inpatient medical, nursing, and other health-related services to patients for both surgical and nonsurgical conditions and that usually provides some outpatient services (such as emergency care).

Medical Office. A facility operated by one (1) or more duly licensed members of the human healthcare professions, including but not limited to physicians, dentists, chiropractors, psychiatrists and osteopaths, where patients are not lodged overnight but are admitted for examination and/or treatment.

Mixed use means the development of a lot, tract or parcel of land, building or structure with two (2) or more different uses, including but not limited to residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

Mixed-Use Dwelling. Multi-Family Dwelling units contained within a mixed-use building attached above the building's nonresidential uses (the mixed-use building may contain office or commercial uses below the residential use).

Multi-Family Dwelling. A dwelling contained in a structure also containing other dwellings in which each unit is attached to another at one (1) or more party walls and at either the floor or the ceiling. The number of dwelling units provided in a Multi-Family Dwelling is limited only by the density allowed in the applicable zone district. This includes apartments and manor style apartments. This does not include townhomes or duplexes, which are considered single-family attached dwellings.

Multitenant building or **development** means a building or series of buildings on a parcel or several parcels under common ownership, management, and control and whose occupants are distinct users that each occupy a portion of the multitenant building or development.

Open space means any land or water area with its surface open to the sky, which serves specific uses of providing park and recreation opportunities, conserving natural areas and environmental resources, structuring urban development form and protecting areas of agricultural, archeological or historical significance. Open space shall not be considered synonymous with vacant or unused land but serves important urban functions. Usable open space shall exclude areas used for off-street parking, off-street loading, service driveways and setbacks from oil and gas wells and their appurtenances or other hazards to the public.

Park means an area open to the general public and reserved for recreational, educational or scenic purposes.

Pawn Shop. Any business that loans money on deposit of personal property or deals in the purchase or possession of personal property on condition of selling that property back to the pledger or depositor, or loans or advances money on personal property by taking chattel mortgage security on it, and takes or receives that personal property and issues a lien upon the personal property.

Religious Land Use. A structure or group of structures intended for regular gatherings of people to attend, participate in or conduct religious services and other related activities and associated accessory uses. Associated accessory uses may include religious instruction classrooms, church offices, counseling programs, private school, youth programs, summer camps, recreational facilities, caretaker's quarters, and sale of religious items.

Sign, subdivision entrance means a type of permanent freestanding sign located at the entrance to a subdivision in a residential district or a distinct phase of a subdivision in a residential district.

Single-Family Attached Dwelling. A dwelling contained in a structure that shares party walls with another dwelling. This includes duplexes and townhomes.

Single-Family Detached Dwelling. A single-family dwelling (a building designed exclusively for occupancy by one (1) family) which is not attached to any other dwelling or building by any means, excluding mobile homes and manufactured housing situated on a permanent foundation.

Site specific development plan means the final plat of a subdivision or final development plan of a PUD (Planned Unit Development) when approved by the Board of Trustees pursuant to the Land Use Code.

Stable. A facility that keeps or boards horses owned for the private use of the owners and/or residents of the property. This also includes horses owned by non-owners or non-residents of the property for private use. Accessory uses are permitted and include but are not limited to offices, storage areas, caretaker's quarters, educating and training in equitation, and caring for, breeding, or training horses associated with the Stable use.

Transit Facilities. Includes transit or bus shelters bus terminals, stations, and associated right-of-way. A "transit shelter" means a roofed structure on or adjacent to the right-of-way of a street, which is designed and used primarily for the protection and convenience of bus passengers. Includes accessory vehicle and bicycle parking.

Town Comprehensive Plan means the plan, which was adopted by the Planning Commission and Board of Trustees in accordance with Section 31-23-206, C.R.S., to guide the future growth, protection and development of the Town, affording adequate facilities for housing, transportation, comfort, convenience, public health, safety and general welfare of its population.

Town means the Town of Wellington, a municipal corporation of the State, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

Vested property rights means the right to undertake and complete the development and use of the property under the terms and conditions of a site-specific development plan.

Veterinary Facilities, Large animals. Any facility which is maintained by or for the use of a licensed veterinarian in the diagnosis, treatment, or prevention of animal diseases.

DRAWING FILENAME: G:\Users\ADMIN\Northern Engineering\Projects\SAGE FARMS - 2022\DRAWINGS\PUD\SAGE FARMS PUD.dwg LAYOUT NAME: Standards (3) DATE: Jun 26, 2023 - 1:47pm CAD OPERATOR: cassandra
LIST OF XREFS: [Yes-Ok0_4x0_LOG.dwg] [Yes-Ok0_4x0_ALTA.dwg] [Yes-Ok0_4x0_SITE] [Yes-Ok0_4x0_ZONE.dwg] [Yes-Ok0_4x0_PUD.dwg] [Yes-Ok0_4x0_ZONING MAP.dwg] [Yes-Ok0_4x0_LANDSCAPE.dwg] [Yes-Ok0_4x0_UTILITY.dwg] [Yes-Ok0_4x0_GRADING.dwg] [Yes-Ok0_4x0_STORMWATER.dwg] [Yes-Ok0_4x0_EROSION_CONTROL.dwg] [Good Detailed] [No-Border-MINOR]

No. Revisions: Date:
REVIEW SET
NOT FOR CONSTRUCTION
06/15/22

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a Professional Engineer in the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521
GREELEY: 820 8th Street, 80631
970.221.4158
northernengineering.com

DATE: 06/26/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: SFZ-008
DESIGNED BY: A. Wurster
DRAWN BY: A. Wurster

SAGE FARMS
STANDARDS

Sheet 4
4 of 4



LAND USE DATA

Land Use Type	Area	Maximum Density	Maximum GLA	Percent of Total Area
	(acres)	(units/acre)	(sq. ft.)	(%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total)
				16.8% (of Residential)
On-Site Total	291.0			100.0%

200 0 200 400 600
(IN FEET)
1 INCH = 200 FEET

LEGEND

- MUTLI-FAMILY RESIDENTIAL
- OPEN SPACE
- SINGLE FAMILY RESIDENTIAL
- COMMERCIAL

NOTE: THIS MASTER PLAN IS A CONCEPTUAL ILLUSTRATION AS TO HOW THE PROPERTY COULD DEVELOP AND IS SUBJECT TO CHANGE AT THE TIME OF PLATTING

JUNE 26, 2023

NORTHERN ENGINEERING

SAGE FARMS PUD
WELLINGTON, COLORADO
CONCEPTUAL MASTER PLAN

THE APPROVAL BY THE TOWN OF WELLINGTON, COLORADO OF THE ANNEXATION OF THE REAL PROPERTY KNOWN AS THE SAGE FARMS ANNEXATION CREATES A VESTED PROPERTY RIGHT PURSUANT TO COLORADO REVISED STATUTES SECTION 24–68–101, ET. SEQ., AS AMENDED, AND PURSUANT TO THE TOWN LAND USE CODE OF THE TOWN OF WELLINGTON, COLORADO, SECTION 15-7-20, AS AMENDED, WITH THE EFFECTIVE DATE OF THIS VESTED PROPERTY RIGHT BEING THE DATE OF THE ANNEXATION ORDINANCE.

ANNEXATION AGREEMENT

SAGE FARMS ANNEXATION

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, between the TOWN OF WELLINGTON, COLORADO, a Colorado municipal corporation, hereinafter referred to as the "Town", and Sipes Farm Holding, LLC, a Colorado limited liability company, and FC Farm Holding, LLC, a Colorado limited liability company, hereinafter referred to collectively as the "Owner" or "Owners."

WITNESSETH:

WHEREAS, Owners are the owners of the Property more fully described in this Agreement; and

WHEREAS, Owners have filed a petition to annex the Property to the Town; and

WHEREAS, the Town has passed a resolution pursuant to C.R.S. § 31-12-108(1) finding that the proposed annexation complies with C.R.S. § 31-12-104 and 31-12-105; and

WHEREAS, an annexation impact report has been prepared pursuant to §31-12-108.5, C.R.S., and copies have been distributed in accordance with the statutory requirements; and

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

WHEREAS, the parties recognize that this annexation agreement is the first parcel of real property annexed to the Town as a serial annexation of property all of which is within the boundaries of the Wellington Comprehensive Plan 2021; and

WHEREAS, the parties desire to enter into an annexation agreement to set forth various obligations of the parties including obligations for development and use of the Property in the future; and,

DRAFT

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purpose**. The purpose of this Agreement is to further the planning and economic policies of the Town for the annexation of approximately 247.56 acres zoned for residential, commercial, and parks/open space purposes. This Agreement establishes the Zoning and Vested Property Rights upon annexation of the Property defined herein. The development, the construction, and uses of the Residential Neighborhoods, the Commercial Property, and the Parks/Open Space within the Property are expected to generate new employment opportunities in the Town and other public benefits for the Town. The Town approves the Zoning and finds that the terms of this site-specific development plan set forth in this Agreement are reasonably necessary to protect the public health, safety, and welfare. The "Property" means the Property defined on **Exhibit A** which Owners have filed a petition for annexation with the Town for the Sage Farm Annexation.

2. **Definitions**. When used in the Agreement, the following terms and references shall have the meanings indicated:

   2.1. "Commercial Property" means that portion of the Property consisting of approximately 9.5 acres adjoining G.W. Bush Avenue which is zoned Commercial C-3 Zoning.

   2.2. "Comprehensive Plan" means the Wellington Comprehensive Plan 2021 adopted by the Town of Wellington Planning Commission under Resolution No. PC-01-2021 and ratified by the Board of Trustees by Resolution No. 26-2021.

   2.3. "G.W. Bush Ave. Railroad Improvements" means the railroad improvements at G.W. Bush Ave. and the BNSF crossing which are subject to and governed by the Memorandum of Agreements for Public Improvements (Sage Meadows Subdivision) dated February 15, 2018, recorded with the Larimer County Clerk and Recorder on February 16, 2018, at Reception Number 20180009848.

   2.4. "Non-potable Irrigation System" means the non-potable water delivery systems providing exterior irrigation water for landscaping within the Property. Nonpotable water is provided by two water wells known as the Kershner Well and the Sipes Farm Well. The use of water provided from each water well is limited to the area historically irrigated by each such well and the Non-potable Irrigation System will be designed and constructed in a manner to preserve historical water use of each independent water well.

   2.5. "Large Planned Community" means a planned community that meets the criteria set forth in Section 38-33.3-116.3 of the Colorado Common Interest Ownership Act ("CCIOA"). The Town acknowledges that the Owner intends to qualify the Property, together with the Village at Sage Farms Annexation property, as a Large Planned Community under CCIOA.

   2.6. "Master Association" means an organization that is authorized to exercise some or all of the powers of one or more associations on behalf of one or more common interest

communities or for the unit owners of one or more common interest communities under CCIOA.

2.7. "Planned Unit Development (PUD) Overlay District" means the zoning adopted for the Property pursuant to the Wellington Land Use Code and the Colorado Planned Unit Development Act of 1972, as amended, for the Sage Farm P.U.D. dated _____, 2023 attached hereto and incorporated herein by reference as **Exhibit C**.

2.8. "Parks/Open Space" means all portions of the Property as set forth on the Zoning Map zoned for parks and open space, recreation areas and facilities, whether public or private.

2.9. "Residential Neighborhoods" means all portions of the Property zoned for residential purposes as set forth on the Zoning Map including Single Family Residential (A) – R– 3 zoning, Single Family Residential (B) – R–2 zoning, Single Family Residential (C) – R-2 zoning, and Multifamily Residential – R–3 zoning.

2.10. "Town Standards" means the Standard Design Criteria and Standard Construction Requirements adopted by the Town and in effect at the time construction commences for any approved phase of development.

2.11. "Villages at Sage Farms" means that certain property immediately to the south and west of the Property which the Town and the Owner anticipate will be annexed to the Town under a separate annexation petition and agreement ("Villages at Sage Farms Annexation").

2.12. "Vested Property Rights" means those rights granted pursuant to Colorado Revised Statutes 24–68–101, *et seq*.

2.13. "Wastewater Reclamation Facility" means [define project] with an anticipated completion and operating date of November 30, 2024.

2.14. "Water Treatment Plant" means [define project] with an anticipated completion and operating date of September 30, 2024.

2.15. "Zoning Map" means the map attached hereto and incorporated herein by reference as **Exhibit C** adopted as a Planned Unit Development (PUD) Overlay District the approval of which is a condition to the Annexation of the Property.

3. **Adequate Public Facilities**. At the time of this Agreement, the Town is in the process of constructing capital expansion projects of the Water Treatment Plant and Wastewater Reclamation Facility. The Owner understands and agrees that limited building permits for new construction on the Property are available until completion and operation commences for the Wastewater Reclamation Facility and the Water Treatment Plant.

The Town and the Owner recognize that, except as specifically set forth herein or in a subsequently mutually agreed-upon Development Agreement (defined below), the Town does not provide public improvements to serve the Property. The Owner will be responsible for extending all utilities, streets and other public infrastructure to serve the Property. However, the failure of Owner to obtain Town-provided utilities to serve the Property, for reasons that are solely caused by the Town, by the dates identified in Sections 2.13 and 2.14, including but not limited to water service and sanitary sewer

service, shall be grounds for disconnection pursuant to the Colorado Revised Statutes Section 31-21-101, *et. seq*. as amended (the "Annexation Act").

4. **Zoning**. Annexation of the Property to the Town is expressly conditioned upon the Town's contemporaneous approval in a single Ordinance both approving the annexation and granting the requested Zoning pursuant to the Zoning Map for Sage Farm P.U.D. The Zoning is approved simultaneous with the Annexation of the Property. If the Town does not approve the Zoning for the Property as specified herein, this Agreement shall automatically terminate, the Owner's Annexation Petition shall automatically be deemed withdrawn, the Town shall have no right or ability to complete the annexation of the Property under the current Annexation Petition. Further, Owner shall the unrestricted and uncontested right, as necessary, to complete a disconnection of the Property pursuant to the Annexation Act.

5. **Vested Property Rights**. The Owner and the Town agree that the Town's Zoning of the Property as provided pursuant to this Agreement shall constitute an "approved site-specific development plan" as defined in Colorado Revised Statutes Section 24–68–101, *et. seq*., and as provided in Section 7.02.2 of the Town's Land Use Code. The Owner, its successors and assigns, shall have Vested Property Rights to undertake and complete the development and use of the Property as provided in this Agreement for a period of twenty (20) years from the effective date of the Town's annexation of the Property, subject to extension as agreed to by the parties and approved by the Town.

6. **Existing Legal Uses**. Any uses on the Property that are legally existing at the time of annexation are allowed to continue provided that such uses are not otherwise in conflict with rules and regulations of the Town. Such existing uses will become nonconforming uses and subject to the nonconforming use standards of the Town.

7. **Development Agreement**. The Property, and the Village at Sage Farm Annexation property, shall be developed in multiple phases under the Planned Unit Development (PUD) Overlay District which reflects a unified plan of development. Prior to the commencement of construction of any phase or portion of the Property, a memorandum of agreement for public improvements or similar development agreement ("Development Agreement") shall be in place which shall further address public improvements including installation of streets, sidewalks, signage and traffic control, landscaping, the installation and maintenance of water delivery systems, wastewater collection systems, and stormwater drainage systems, the design and installation of which shall be in accordance with the Planned Unit Development (PUD) Overlay District and applicable adopted Town Infrastructure Master Plans and applicable Town standards. In the event of a conflict between the Planned Unit Development (PUD) Overlay District, Town Infrastructure Master Plans and applicable Town standards, the Planned Unit Development (PUD) Overlay District shall control. The Development Agreement shall also include provisions for the installation and private maintenance of Landscaping, private stormwater drainage systems, and the Non-Potable Irrigation System. Further, the Development Agreement may include reimbursements to the Owners for the oversizing of certain improvements and construction of certain public improvements as agreed to by the parties in subsequent Development Agreements for development phases. To facilitate construction of public improvements, the Town may consider the creation or authorization of one or more public districts including a variety of quasi-municipal or improvement districts (e.g. including

but not limited to, special districts, general improvement districts, and metropolitan districts (collectively, "Public Districts") formed to advance the capital improvements as may be set forth in Infrastructure Master Plans and related engineering studies. The Town agrees not to condition building permits for the Property on completion of the G.W. Bush Railroad Improvements. The Property, or any portion thereof, may be the subject of site-specific development plans with the mutual consent of the Town and the Owner, but without amending or modifying this Agreement. The Development Agreement for the initial phase of the Property shall comply with the CCIOA requirement to establish the Property, and the Village at Sage Farms Annexation property as a Large Planned Community.

8. **Dedications**. The Owners agree to dedicate or have dedicated property necessary to install public improvements as defined in this Agreement and any subsequent subdivisions or other plat approved by the Town and Owner shall warrant title to the same subject only to those exceptions reasonably accepted by the Town.

9. **Schools, Parks and Open Space**. Neither the Owner nor its successors or assigns shall be required by the Town to dedicate land for public school purposes. The Developer and School District may enter into agreements for the payment of fees-in-lieu of a land dedication within the Property. The Zoning provides for approximately 39.6 acres of the Property zoned Private Parks & Open Space, R-2 Zoning District for use as a private park/open space ("Parks/Open Space"). The Parks/Open Space uses shall satisfy all parks and open space requirements for the Commercial Property and the Residential Neighborhoods. The Owner agrees to convey ownership of that portion of the Property zoned for Parks/Open Space uses to a common interest community association to be maintained and managed for private parks and open spaces uses. That portion of the Property maintained and managed for private parks and open space purposes may also include public easements and public infrastructure such as stormwater systems or public sidewalk/trail crossings for the development of the Property.

   The Town and the Owners acknowledge and recognize that the cost, scope, and timing for construction of a larger, regional park is currently unknown. If the Town subsequently pursues the establishment of a larger, regional park which is determined to adequately serve the residents of the Property, the Town agrees that approximately fifteen (15) acres of the property zoned C-1 Commercial, and approved for Public/Private Parks & Open Space, may be used for alternative permitted or conditional uses including Multi-Family Dwellings or Mixed Use Dwellings subject to mutual agreement of a development agreement, plat and compliance with the Town's Land Use Code.

10. **Development Impact Fees**. Except as specifically modified in this Agreement, the Owners agrees to pay all development impact fees imposed by the Town including but not limited to building inspection, parks, trails, water, sanitary sewer, stormwater drainage, road impact, library, and similar fees. The Owners understand that these fees are (A) normally payable at the time of building permit request and (B) that the timing and amounts of these fees may be modified by the Town. The Owners acknowledge the obligation to pay all review fees and other expenses as may be required by the Land Use Code or other applicable Town ordinance or resolution pertaining to the Annexed Property.

11. **Water Contributions**. In consideration for the annexation of the Property, the Owners shall contribute raw water rights, or may pay cash-in-lieu of payments according to the Town's then current rate schedule, to satisfy the raw water requirement. The Town has sole discretion to accept water rights or payment of cash-in-lieu. The Town's Land Use Code requires developers to satisfy the water requirement at the time of issuance of a building permit.

12. **Road Construction and Dedication**. No Owner shall be entitled to develop any portion of the Property without first entering into agreements including a memorandum of agreement for public improvements, or similar agreement, with the Town providing for the construction and ongoing maintenance of any necessary roads and road improvements (including sidewalks), whether public or private, to serve the Property. Unless it otherwise consents, the Town shall have no obligation at any time to construct roads serving the Property, including off-site improvements as needed. All roads and road improvements for the development of the Property shall be constructed by the Owners in accordance with all applicable Town ordinances, rules, regulations, and engineering specifications in effect at the time that the Owners' property is developed. Owners shall be solely responsible for the cost to install any roads or road improvements subject to any repayments that may be agreed upon between the Town and Owner in subsequent Development Agreements for development phases. The Owners are required to adhere to the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans in the design and construction of roads and road improvements. In the event of a conflict between the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans, the Planned Unit Development (PUD) Overlay District shall control. The Town and Owners may enter into agreements for repayment of oversizing of arterial and other non-local streets in accordance with the Town's policies for oversizing public improvements.

13. **Water/Sewer Improvements**. As a condition of any development, Owners shall install water and sewer improvements to serve the Property. All water and sewer service shall be constructed in accordance with applicable Town ordinances, rules, regulations, standards and engineering specifications as may be in effect at the time of development. Owners shall be solely responsible for the cost to install such water and sewer improvements subject to any mutually agreed-upon right to repayments based upon oversizing such systems to accommodate future development. The Town and Owners may enter into agreements for repayment of oversizing of such water and sewer improvements in accordance with the Town's policies for oversizing public improvements in effect at the time of construction approval by the Town, or the creation of Public Districts to advance the capital improvements as may be set forth in Infrastructure Master Plans and related engineering studies. The Owners shall pay all costs associated with obtaining water and sewer service for its portion of the Property and will obtain all necessary easements for construction and maintenance of any sewer or water improvements.

NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, THE OWNERS ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED THAT AS A RESULT OF SETTLEMENT STIPULATION ENTERED INTO BETWEEN THE TOWN AND THE NORTHERN COLORADO WATER ASSOCIATION

THE TOWN IS PRECLUDED FROM PROVIDING DOMESTIC WATER SERVICE TO CERTAIN AREAS IN AND SURROUNDING THE TOWN.

In those areas that the Town is unable to serve, Owners must receive service from the Water Association or must obtain the Water Association's consent for the Town to provide service.

A. There are two (2) existing homes commonly known as 5950 North County Road 9 and 6136 North County Road 9, Wellington, Colorado on the Property that are currently supplied water by Northern Colorado Water Association (collectively, the "Existing Agriculture Residences"). Town agrees that the existing water service may remain for one or both of the Existing Agricultural Residences until such time as the Owner requests water service from the Town, or until such time as either residence is connected to the Town water system, whichever occurs first.

B. The Existing Agricultural Residences on the Property are on private septic systems. Town agrees that the existing septic systems may remain for one or both of the Existing Agricultural Residences until such time as the Owner requests wastewater service from the Town, or until such time as either residence is connected to the Town water system, whichever occurs first.

14. **Non-potable Irrigation System**. [SUBJECT TO FURTHER NEGOTIATION].

15. **Non-Municipal Dedications**. Owners agree to provide appropriate easements or rights-of-way for non-municipal utilities as recommended by the Town Engineer including but not limited to easements for gas, electric, cable TV and irrigation water service.

16. **Storm Drainage Improvements**. Owners shall construct and maintain such storm drainage improvements as are required by any applicable Town ordinances, rules, regulations and engineering specifications in effect at the time the development occurs and shall further dedicate all necessary easements for storm sewers to serve Property being developed and to serve impacted surrounding properties. Unless it otherwise consents, the Town shall not be obligated to provide storm drainage improvements for any portion of the Property; provided, however, the Town agrees that the property platted and developed for Parks/Open Space uses may also include all necessary improvements to construct, operate and maintain the privately maintained stormwater systems for the development of the Property.

17. **Landscaping**. Owner shall install street trees and landscaping which complies with a landscaping plan to be submitted and approved by the Town at the time of subdivision plat or development plan. The Owner, or an association shall maintain street trees and landscaping in good and live condition, including proper watering, fertilization, pest control, pruning and mowing necessary for the health and structural integrity of trees and vegetation, and shall replace any dead trees or vegetation no later than the following planting season.

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18. **Agricultural Use; Phased Development**.

18.1. As of the date of this Agreement, portions of the Property are being used for agricultural purposes. The Property may continue to be used for agricultural uses as existing and as consistent with the historic uses of such property at the time of annexation until a development plan or subdivision plat has been approved, a construction permit obtained, and construction commences on a specific portion of such property. The phased development of the Property shall consider and accommodate the existing agricultural uses of the specific portions of the Property not yet under construction.

18.2. The Town and other governmental authorities have adopted certain weed control, dust control, and other nuisance standards applicable to urban environments; the parties acknowledge that such standards are often inconsistent with agricultural uses. The Town agrees that urban standards shall not be unreasonably enforced or applicable in a manner that materially interferes with existing agricultural use on the Property. If any portion of the Property is not being used for agricultural purposes, and Owner does not otherwise ensure the sources of weed, dust, and nuisance violations are addressed, the Town shall have the right to address the sources of such violations, after reasonable notice and an opportunity for the Owner to address such concerns, and Owner shall reimburse any costs the Town reasonably incurs in addressing such violations.

19. **Initiative/Referendum**. If the annexation of the Property, or any portion thereof, is challenged by a referendum, all provisions of this Agreement, together with the duties and obligation of each party (including payment of all taxes imposed by the Town and enforcement of any Town ordinances on the Property), shall be suspended pending the outcome of the referendum election. If the referendum challenge results in disconnection of the Property from the Town, then this Annexation Agreement and all provisions contained herein shall be null and void and have no further effect. If the referendum challenge fails, then Owners and the Town shall continue to be bound by all terms and conditions of this Annexation Agreement. Upon such disconnection, the Town shall have no further obligations or responsibilities as to such disconnected property, and Owners shall have no further obligation to the Town, other than such obligations that may exist by statute or this agreement. The duration of the Vested Property Rights shall toll during the pendency of any initiative or referendum.

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

20. **Disconnection**. Except as specifically set forth herein, the Owners may not petition the Town to disconnect any portion of the Property if the effect of that disconnection would be that any other property in the Town would no longer have the contiguity to the Town. If Owners properly disconnect any portion of the Property as provided for herein, this Agreement shall continue to bind the Owners and Property to the extent that the Town has incurred obligations in reliance on this Agreement and the annexation petition.

21. **Court Action**. If the annexation of all or any portion of the Property is voided by action of any court (excluding any action arising as a result of an initiative or referendum) the Town and Owners shall cooperate to cure any legal defect which resulted in disconnection and upon cure this Agreement shall be deemed an agreement to annex such property to the Town as provided for by C.R.S. §31-12-121. Owners shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.

22. **Town's Ordinances**. Development of the Property shall be governed by the Town's ordinances, resolutions, standards, fees and policies currently in effect and as may be adopted or amended in the future. Except as set forth in this Agreement, land use issues remain subject to the police power and legislative authority of the Town.

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

24. **Review and Processing**. The Owner and Town desire to timely review all development applications submitted in fulfilment of the Town development regulatory processes including, without limitation, use permits, variances, design review and building permit processes to the extent necessary for the development and construction of the improvements on the Property.

25. **Coordination/Cooperation**. Except where any matter is expressly stated to be in the sole discretion of a party hereto, the parties agree that in the performance of this Agreement, each will act in good faith and coordinate and cooperate with each other to the extent necessary to fulfil the terms and conditions of this Agreement.

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

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

28. **Approval**. This Agreement shall be null and void if the Town Board fails to approve the annexation of the Property. The Annexation is conditioned upon the simultaneous approval of this Agreement and the Planned Unit Development (PUD) Overlay District.

29. **Amendment**. This Agreement may be amended only by written agreement between the Owner and the Town.

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

31. **Indemnification**. Owners, jointly and severally, agree to indemnify and hold the Town and its officers, employees, agents, and contractors harmless from and against all liability, claims, and demands, including petitions for judicial review, pursuant to §31-12-116, C.R.S., made by any person or entity other than the Town, its elected, appointed or employed representatives which arise of or are in any manner connected with the annexation of the property, including court costs and reasonable attorney fees.

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

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

[signature pages]

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THE APPROVAL BY THE TOWN OF WELLINGTON, COLORADO OF THE ANNEXATION OF THE REAL PROPERTY KNOWN AS THE SAGE FARMS ANNEXATION CREATES A VESTED PROPERTY RIGHT PURSUANT TO COLORADO REVISED STATUTES SECTION 24–68–101, ET. SEQ., AS AMENDED, AND PURSUANT TO THE TOWN LAND USE CODE OF THE TOWN OF WELLINGTON, COLORADO, SECTION 15-7-20, AS AMENDED, WITH THE EFFECTIVE DATE OF THIS VESTED PROPERTY RIGHT BEING THE DATE OF THE ANNEXATION ORDINANCE.

ANNEXATION AGREEMENT

VILLAGE AT SAGE FARMS ANNEXATION

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, between the TOWN OF WELLINGTON, COLORADO, a Colorado municipal corporation, hereinafter referred to as the "Town", and Sipes Farm Holding, LLC, a Colorado limited liability company, hereinafter referred to collectively as the "Owner."

WITNESSETH:

WHEREAS, Owner is the owner of the Property more fully described in this Agreement; and

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

WHEREAS, the Town has passed a resolution pursuant to C.R.S. § 31-12-108(1) finding that the proposed annexation complies with C.R.S. § 31-12-104 and 31-12-105; and

WHEREAS, an annexation impact report has been prepared pursuant to §31-12-108.5, C.R.S., and copies have been distributed in accordance with the statutory requirements; and

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

WHEREAS, the parties recognize that this annexation agreement is the second parcel of real property annexed to the Town as a serial annexation of property all of which is within the boundaries of the Wellington Comprehensive Plan 2021; and

WHERES, the parties desire to enter into an annexation agreement to set forth various obligations of the parties including obligations for development and use of the Property in the future; and,

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purpose**. The purpose of this Agreement is to further the planning and economic policies of the Town for the annexation of approximately 52.97 acres zoned for residential, commercial, and parks/open space purposes. This Agreement establishes the Zoning and Vested Property Rights upon annexation of the Property defined herein. The development, the construction, and uses of the Residential Neighborhoods, the Commercial Property, and the Parks/Open Space within the Property are expected to generate new employment opportunities in the Town and other public benefits for the Town. The Town approves the Zoning and finds that the terms of this site-specific development plan set forth in this Agreement are reasonably necessary to protect the public health, safety, and welfare. The "Property" means the Property defined on **Exhibit A** which Owner has filed a petition for annexation with the Town for the Village at Sage Farms Annexation.

2. **Comprehensive Plan**. This Agreement also establishes a framework for the Owner and the Town to cooperate and work toward the anticipated entitlement and development of approximately 52.97 acres of real property as a mixed-use commercial corridor the completion of which the parties acknowledge is contingent on securing funding and establishing a schedule for the construction of regional transportation and public improvements of community wide impact. The Property is within the area defined as the Commercial Node in the Wellington Comprehensive Plan 2021 and is directly related to the potential completion of regional public improvements as established in the Town's Comprehensive Plan and other related town Infrastructure Master Plans or available planning information. The Owner and the Town agree to work cooperatively to secure the funding and establish a schedule for the completion of the Regional Improvements.

3. **Zoning and Development of Property**. Annexation of the Property to the Town is expressly conditioned upon the Town's agreement to pursue in good faith the Town's objectives set forth in the Comprehensive Plan. Owner acknowledges that upon annexation the Property is subject to the Comprehensive Plan and that the parties anticipate commercial development within the Town's municipal boundaries.

4. **Definitions**. The following terms are applicable primarily to the Property and Regional Improvements with reference to the policies and objectives of the Comprehensive Plan:

    4.1.1. "Activity Center" means that general area located along East County Road 58 and in the vicinity of the intersection of East County Road 58 and State Highway 1 as defined in the Comprehensive Plan.

    4.1.2. "Comprehensive Plan" means the Wellington Comprehensive Plan 2021 adopted by the Town of Wellington Planning Commission under Resolution No. PC-01-2021 and ratified by the Board of Trustees by Resolution No. 26-2021, and any subsequent Comprehensive Plan or amendments to a Comprehensive Plan adopted pursuant to law by the Town of Wellington.

    4.1.3. "County Road 58 Railroad Improvements" means the railroad improvements at County Road 58 and the BNSF crossing, the construction of future roadway,

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signalization and crossing improvements at the Burlington Northern Santa Fe (BNSF) railroad crossing at County Road 58, including widening of County Road 58, median, and sidewalks according to Town regulations, the Public Utilities Commission (PUC) and BNSF.

4.1.4. "Commercial Corridor" means East County Road 58 which is identified as a Key Corridor in the Comprehensive Plan. The Comprehensive Plan identifies that the Commercial Corridor is a priority area for the efficient and logical extension of infrastructure services within the Town's GMA boundary (Comprehensive Plan, F&P. 1.6.). East County Road 58 intersects with another Key Corridor in the Comprehensive Plan that also includes consideration for transportation improvements; Identify strategies for improved traffic flow and safety along SH-1/CR 9 from CR 64 to CR 58 (Comprehensive Plan, T. 1.14.)).

4.1.5. "Gateway Entrance" means the intersection of State Highway 1 and East County Road 58 as defined in the Comprehensive Plan.

4.1.6. "Infrastructure Master Plans" means customary municipal plans commissioned by municipalities in the Northern Colorado region to determine capital facility improvements to achieve the objectives set forth in adopted policies statements such as the Comprehensive Plan. Infrastructure Master Plans include transportation master plans and impact fee studies to determine the Regional Improvements required to advance the policies set forth in the Comprehensive Plan such as the Commercial Corridor and Gateway Entrance.

4.1.7. "Large Planned Community" means a planned community that meets the criteria set forth in Section 38-33.3-116.3 of the Colorado Common Interest Ownership Act ("CCIOA"). The Town acknowledges that the Owner intends to qualify the Property, together with the Sage Farms Annexation property, as a Large Planned Community under CCIOA.

4.1.8. "Master Association" means an organization that is authorized to exercise some or all of the powers of one or more associations on behalf of one or more common interest communities or for the unit owners of one or more common interest communities under CCIOA.

4.1.9. "Off-site Improvements" means those improvements that are not on-site improvements but may be desired or required by the Town or Owner.

4.1.10. "On-site Improvements" means those improvements needed for the project to meet development requirements at the time of development, which may include, but not be limited to, adjacent transportation improvements, water and wastewater utility improvements, stormwater management and drainage improvements, and other improvements consistent with the Planned Unit Development (PUD) Overlay District and as informed by the Town's Infrastructure Master Plans and other relevant engineering studies.

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4.1.11. "Regional Commercial" means that portion of the Property consisting of approximately 52.97 acres adjoining East County Road 58 within an area defined as a Commercial Node in the Comprehensive Plan.

4.1.12. "Regional Improvements" may mean and include, the Gateway Entrance, and the intersection of County Road 58 and County Road 9 (also known as Giddings Road), and possibly a portion of the County Road 58 Railroad Improvements. The Town and the Owner acknowledge and recognize that the cost, scope, and timing of the Regional Improvements is unknown, and that subsequent Infrastructure Master Plans or engineering and planning efforts may evaluate the then current progress toward completion of the Regional Improvements on the projected traffic service levels attributed to the Property. The Town and the Owner acknowledge their mutual objectives to entitle and develop the Property in phases to the fullest extent reasonable with recognition of the then current progress toward the completion of any Regional Improvements set forth in the Comprehensive Plan.

4.1.13. "Sage Farms" means that certain property immediately to the north of the Property which the Town and the Owner anticipate will be annexed to the Town under a separate annexation petition and agreement ("Sage Farms Annexation").

4.1.14. "Town Standards" means the Standard Design Criteria and Standard Construction Requirements adopted by the Town and in effect at the time construction commences for any approved phase of development.

4.1.15. "Vested Property Rights" means those rights granted pursuant to Colorado Revised Statutes 24–68–101, *et seq*.

4.1.16. "Wastewater Reclamation Facility" means the capital improvement project including construction, reconstruction and expansion of the Town's facility used for the collection and treatment of wastewater with an anticipated completion and operating date of November 30, 2024.

4.1.17. "Water Treatment Plant" means the capital improvement project including construction, reconstruction and expansion of the Town's facility used for the treatment and distribution of potable water with an anticipated completion and operating date of September 30, 2024.

5. **Cooperation**. The Town and the Owner acknowledge and recognize that the cost, scope, and timing for construction of the Regional Improvements is currently unknown. The unknown factors include the nature of desired infrastructure, project and/or regional engineering studies, plans and specifications, location of improvements, construction costs, management costs, general usability, funding needs, funding mechanisms, and the sphere of benefitted properties that may assist in the funding and construction of the Regional Improvements. The Parties establish the term of the Vested Property Rights as material consideration for the annexation of the Property plus in consideration of the uncertainty of the cost, scope, and timing for construction of the Regional Improvements adjacent to the Property pursuant to the Comprehensive Plan.

In consideration of the uncertainty of the cost, scope, and timing for construction of the Regional Improvements, and also in consideration of the mutual benefits to the Town and the Owner for pursuing the Regional Improvements, the Town agrees to appropriate One Hundred Thousand Dollars ($100,000) in its Town budget toward completion of a Transportation Master Plan and Transportation Impact Fee Study, which appropriation is conditioned upon a matching contribution of One Hundred Thousand Dollars ($100,000) from the Owner, or a subsequent developer, under the anticipated memorandum agreement for public improvements for the first development phase of the property annexed under the Sage Farms Annexation. If the matching contributions from the Owner or subsequent developer is accomplished by July 31, 2024, the Town's appropriation shall be for the 2024 budget year. If the matching contributions from the Owner or subsequent developer is accomplished by July 31, 2025, the Town's appropriation shall be for the 2025 Town budget year.

6. **Public Financing**. The Town and the Owner recognize that the cost and extent of the infrastructure required to serve the Property and the Regional Improvements, including for the benefit of adjacent properties, are currently unknown including but not limited to the following: scope and service level of such infrastructure; engineering studies, plans and specifications; location; construction costs; maintenance costs; management costs; funding needs; funding mechanisms; and, sphere of benefitted properties that should contribute toward such costs. To facilitate construction of the Regional Improvements, the Town will pursue the policy objectives set forth in the Comprehensive Plan as further informed by Infrastructure Master Plans and related engineering studies, plans and specifications and consider options for public financing, partnerships and public-private partnerships identified in the Comprehensive Plan or Infrastructure Master Plans including:

    6.1.1. **Impact Fees**. Review and update impact fees for all development on an as-needed basis, so that community wide developer paid fees may contribute to the Regional Improvements identified in this Agreement (Comprehensive Plan, F&P. 2.6) or other Town priorities.

    6.1.2. **Public Districts**. The creation or authorization of one or more public districts including a variety of quasi-municipal or improvement districts (e.g. including but not limited to, special districts, general improvement districts, and metropolitan districts (collectively, "Public Districts") formed for completion of infrastructure improvements on-site, off-site or adjacent to the Commercial Node including, but not limited to, the Gateway Entrance, State Highway 1 and East County Road 58 intersection improvements (See Comprehensive Plan, T.1.16). No district so established shall apply for Colorado Conservation Trust Funds and supplemented by the Colorado State Lottery without the Town's consent.

    6.1.3. **Improvement Fees**. The creation or authorization of one or more fees including the use of a Tax Increment Financing (TIF as defined in the Comprehensive Plan), public improvement fee (PIF), retail sales fee (RSF), adoption of a reimbursement

ordinance and other similar financing techniques utilized from time to time in Northern Colorado communities (collectively, "Improvement Fees").

6.1.4. **Grants and Intergovernmental Agreements**. Pursue federal, state, regional grant funding opportunities as well as public–private partnerships as an implementation priority for the construction of the transportation Regional Improvements consistent with the Comprehensive Plan (Comprehensive Plan, T. 1.15 High, Short Term priority; Comprehensive Plan, F&P 3.6 to capitalize on funding opportunities for community-wide projects).

6.1.5. **Capital Improvement Plans**. Periodically evaluate the need for Infrastructure Master Plans or other reports and studies consistent with the policies expressed in the Comprehensive Plan for the expansion and upgrade of utilities, infrastructure and amenities, and consider for inclusion in the five-year Capital Improvement Plan.

7. **Regional Improvements Development**. The Town and Owner may enter into agreements to participate in the funding, design, and construction of the Regional Improvements. The Town and the Owner further acknowledge that the Infrastructure Master Plans may assist in determining a reasonable mix of impact fees applicable to all new Town development and development conditions or exaction fees specifically related to a particular phase of the Property development. For example, a portion of the anticipated County Road 58 Railroad Improvements may be determined a Regional Improvement directly related to the development of the Commercial Corridor contemplated in the Comprehensive Plan and may be partially funded by Town wide impact fees, or more reasonably determined as a condition related to the Property development and funded by Owner or their successors or assigns.

8. **Adequate Public Facilities**. At the time of this Agreement, the Town is in the process of constructing capital expansion projects of the Water Treatment Plant and Wastewater Reclamation Facility. The Owner understands and agrees that limited building permits for new construction on the Property are available until completion and operation commences for the Wastewater Reclamation Facility and the Water Treatment Plant.

   The Town and the Owner recognize that, except as specifically set forth herein or in a subsequently mutually agreed Development Agreement (defined below), the Town does not provide public improvements to serve the Property. The Owner will be responsible for extending all utilities, streets and other public infrastructure to serve the Property. However, the failure of Owner to obtain Town-provided utilities to serve the Property, for reasons that are solely caused by the Town, by the dates identified in Sections 4.1.16 and 4.1.17, including but not limited to water service and sanitary sewer service, shall be grounds for disconnection pursuant to the Colorado Revised Statutes Section 31-21-101, *et. seq*. as amended (the "Annexation Act").

9. **Zoning**. Annexation of the Property to the Town is expressly conditioned upon the Town's contemporaneous approval in a single Ordinance both approving the annexation and granting the requested Zoning pursuant to the Zoning Map for Villages at Sage Farm P.U.D. The Zoning is approved simultaneous with the Annexation of the Property. If the Town does not approve the Zoning for the Property as specified herein, this Agreement shall automatically

terminate, the Owner's Annexation Petition shall automatically be deemed withdrawn, the Town shall have no right or ability to complete the annexation of the Property under the current Annexation Petition. Further, Owner shall have the unrestricted and uncontested right, as necessary, to complete a disconnection of the Property pursuant to the Annexation Act.

10. **Vested Property Rights**. The Owner and the Town agree that the Town's Zoning of the Property as provided pursuant to this Agreement shall constitute an "approved site-specific development plan" as defined in Colorado Revised Statutes Section 24–68–101, *et. seq*., and as provided in Section 7.02.2 of the Town's Land Use Code. The Owner, its successors and assigns, shall have Vested Property Rights to undertake and complete the development and use of the Property as provided in this Agreement for a period of twenty-five (25) years from the effective date of the Town's annexation of the Property.

11. **Existing Legal Uses**. Any uses on the Property that are legally existing at the time of annexation are allowed to continue provided that such uses are not otherwise in conflict with rules and regulations of the Town. Such existing uses will become nonconforming uses and subject to the nonconforming use standards of the Town.

12. **Development Agreement**. The Property, and the Sage Farm Annexation property, shall be developed in multiple phases under the Planned Unit Development (PUD) Overlay District which reflects a unified plan of development. Prior to the commencement of construction of any phase or portion of the Property, a memorandum of agreement for public improvements or similar development agreement ("Development Agreement") shall be in place which shall further address public improvements including streets, sidewalks, signage and traffic control, landscaping, the installation and maintenance of water delivery systems, wastewater collection systems, and stormwater drainage systems, and the County Road 58 Railroad Improvements. The Development Agreement shall also include provisions for the installation and private maintenance of Landscaping, private stormwater drainage systems, and the Non-Potable Irrigation System. The Property, or any portion thereof, may be the subject of site-specific development plans with the mutual consent of the Town and the Owner, but without amending or modifying this Agreement.

13. **Dedications**. The Owner agrees to dedicate or have dedicated property necessary to install public improvements as defined in this Agreement and any subsequent subdivisions or other plat approved by the Town and Owner shall warrant title to the same subject only to those exceptions reasonably accepted by the Town.

14. **Schools, Parks and Open Space**. Neither the Owner nor its successors or assigns shall be required by the Town to dedicate land for public school purposes. The Developer and School District may enter into agreements for the payment of fees-in-lieu of a land dedication within the Property. Neither the Owner nor its successors or assigns shall be required to dedicate land for a public park or open space. The Town and the Owner acknowledge and recognize that land for public park or open space is accommodated under the terms of the Sage Farms Annexation agreement approved as the first property in this serial annexation.

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15. **Development Impact Fees**. Except as specifically modified in this Agreement, the Owner agrees to pay all development impact fees imposed by the Town including but not limited to building inspection, parks, trails, water, sanitary sewer, stormwater drainage, road impact, library, and similar fees. The Owners understands that these fees are (A) normally payable at the time of building permit request and (B) that the timing and amounts of these fees may be modified by the Town over the course of time. The Owner acknowledges the obligation to pay all review fees and other expenses as may be required by the Land Use Code or other applicable Town ordinance or resolution pertaining to the Annexed Property.
16. **Water Contributions**. In consideration for the annexation of the Property, the Owners shall contribute raw water rights, or may pay cash-in-lieu of payments according to the Town's then current rate schedule, to satisfy the raw water requirement. The Town has sole discretion to accept water rights or payment of cash-in-lieu. The Town's Land Use Code requires developers to satisfy the water requirement at the time of issuance of a building permit.
17. **Road Construction and Dedication**. No Owner shall be entitled to develop any portion of the Property without first entering into agreements including a memorandum of agreement for public improvements, or similar agreement, with the Town providing for the construction and ongoing maintenance of any necessary roads and road improvements (including sidewalks), whether public or private, to serve the Property. Unless it otherwise consents, the Town shall have no obligation at any time to construct roads serving the Property, including off-site improvements as needed. All roads and road improvements for the development of the Property shall be constructed by the Owner in accordance with all applicable Town ordinances, rules, regulations, and engineering specifications in effect at the time that the Owner's property is developed. Owner shall be solely responsible for the cost to install any roads or road improvements subject to any repayments that may be agreed upon between the Town and Owner in subsequent Development Agreements for development phases. The Owner is required to adhere to the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans in the design and construction of roads and road improvements. In the event of a conflict between the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans, the Planned Unit Development (PUD) Overlay District shall control. The Town and the Owner may enter into agreements for repayment of oversizing of arterial and other non-local streets in accordance with the Town's policies for oversizing public improvements.
18. **Water/Sewer Improvements**. As a condition of any development, the Owner shall install water and sewer improvements to serve the Property. All water and sewer service shall be constructed in accordance with applicable Town ordinances, rules, regulations, standards and engineering specifications as may be in effect at the time of development. Owner shall be solely responsible for the cost to install such water and sewer improvements subject to any mutually agreed-upon repayments based upon oversizing such systems in accordance with Town policy and standards. The Town and Owner may enter into agreements for repayment of oversizing of such water and sewer improvements in accordance with the Town's policies for oversizing public improvements in effect at the time of construction approval by the

Town. The Owner shall pay all costs associated with obtaining water and sewer service for its portion of the Property and will obtain all necessary easements for construction and maintenance of any sewer or water improvements.

NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, THE OWNER ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT AS A RESULT OF SETTLEMENT STIPULATION ENTERED INTO BETWEEN THE TOWN AND THE NORTHERN COLORADO WATER ASSOCIATION THE TOWN IS PRECLUDED FROM PROVIDING DOMESTIC WATER SERVICE TO CERTAIN AREAS IN AND SURROUNDING THE TOWN.

In those areas that the Town is unable to serve, the Owner must receive service from the Water Association or must obtain the Water Association's consent for the Town to provide service.

19. **Non-potable Irrigation System**. [SUBJECT TO FURTHER NEGOTIATION].

20. **Non-Municipal Dedications**. The Owner agrees to provide appropriate easements or rights-of-way for non-municipal utilities as recommended by the Town Engineer including but not limited to easements for gas, electric, cable TV and irrigation water service.

21. **Storm Drainage Improvements**. The Owner shall construct and maintain such storm drainage improvements as are required by any applicable Town ordinances, rules, regulations, standards and engineering requirements in effect at the time the development occurs and shall further dedicate all necessary easements for storm sewers to serve Property being developed and to serve impacted surrounding properties. Unless it otherwise consents, the Town shall not be obligated to provide storm drainage improvements for any portion of the Property.

22. **Landscaping**. Owner shall install street trees and landscaping which complies with a landscaping plan to be submitted and approved by the Town at the time of subdivision plat or development plan. The Owner, or an association shall maintain street trees and landscaping in good and live condition, including proper watering, fertilization, pest control, pruning and mowing necessary for the health and structural integrity of trees and vegetation, and shall replace any dead trees or vegetation no later than the following planting season.

23. **Agricultural Use; Phased Development**.

23.1. As of the date of this Agreement, portions of the Property are being used for agricultural purposes. The Property may continue to be used for agricultural uses as existing and as consistent with the historic uses of such property at the time of annexation until a development plan or subdivision plat has been approved, a construction permit obtained, and construction commences on a specific portion of such property. The phased development of the Property shall consider and accommodate the existing agricultural uses of the specific portions of the Property not yet under construction.

23.2. The Town and other governmental authorities have adopted certain weed control, dust control, and other nuisance standards applicable to urban environments; the parties acknowledge that such standards are often inconsistent with agricultural uses. The Town agrees that urban standards shall not be unreasonably enforced or applicable in a manner that materially interferes with existing agricultural use on the Property. If any portion of the Property is not being used for agricultural purposes, and Owner does not otherwise ensure the sources of weed, dust, and nuisance violations are addressed, the Town shall have the right to address the sources of such violations, after reasonable notice and an opportunity for the Owner to address such concerns, and Owner shall reimburse any costs the Town reasonably incurs in addressing such violations.

24. **Initiative/Referendum**. If the annexation of the Property, or any portion thereof, is challenged by a referendum, all provisions of this Agreement, together with the duties and obligation of each party (including payment of all taxes imposed by the Town and enforcement of any Town ordinances on the Property), shall be suspended pending the outcome of the referendum election. If the referendum challenge results in disconnection of the Property from the Town, then this Annexation Agreement and all provisions contained herein shall be null and void and have no further effect. If the referendum challenge fails, then the Owner and the Town shall continue to be bound by all terms and conditions of this Annexation Agreement. Upon such disconnection, the Town shall have no further obligations or responsibilities as to such disconnected property, and Owner shall have no further obligation to the Town, other than such obligations that may exist by statute or this agreement. The duration of the Vested Property Rights shall toll during the pendency of any initiative or referendum.

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

25. **Disconnection**. Except as specifically set forth herein, the Owner may not petition the Town to disconnect any portion of the Property if the effect of that disconnection would be that any other property in the Town would no longer have the contiguity to the Town. If the Owner properly disconnect any portion of the Property as provided for herein, this Agreement shall continue to bind the Owner and Property to the extent that the Town has incurred obligations in reliance on this Agreement and the annexation petition.

26. **Court Action**. If the annexation of all or any portion of the Property is voided by action of any court (excluding any action arising as a result of an initiative or referendum) the Town and the Owner shall cooperate to cure any legal defect which resulted in disconnection and upon cure this Agreement shall be deemed an agreement to annex such property to the Town as provided for by C.R.S. §31-12-121. Owner shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.

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27. **Town's Ordinances**. Development of the Property shall be governed by the Town's ordinances, resolutions, standards, fees and policies currently in effect and as may be adopted or amended in the future. Except as set forth in this Agreement, land use issues remain subject to the police power and legislative authority of the Town.

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

29. **Review and Processing**. The Owner and Town desire to timely review all development applications submitted in fulfilment of the Town development regulatory processes including, without limitation, use permits, variances, design review and building permit processes to the extent necessary for the development and construction of the improvements on the Property.

30. **Coordination/Cooperation**. Except where any matter is expressly stated to be in the sole discretion of a party hereto, the parties agree that in the performance of this Agreement, each will act in good faith and coordinate and cooperate with each other to the extent necessary to fulfil the terms and conditions of this Agreement.

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

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

33. **Approval**. This Agreement shall be null and void if the Town Board fails to approve the annexation of the Property. The Annexation is conditioned upon the simultaneous approval of this Agreement and the Planned Unit Development (PUD) Overlay District.

34. **Amendment**. This Agreement may be amended only by written agreement between the Owner and the Town.

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

36. **Indemnification**. The Owner agrees to indemnify and hold the Town and its officers, employees, agents, and contractors harmless from and against all liability, claims, and demands, including petitions for judicial review, pursuant to §31-12-116, C.R.S., made by

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any person or entity other than the Town, its elected, appointed or employed representatives which arise of or are in any manner connected with the annexation of the property, including court costs and reasonable attorney fees.

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

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

[signature pages]

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Annexation Impact Report

for

Sage Farms Annexation

and

Village at Sage Farms Annexation

(Serial Annexation)

Report Prepared: July 28, 2023
Public Hearing Scheduled: August 22, 2023

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

Annexation and the Town of Wellington

State statutes require that municipalities proposing to annex property must extend municipal government services and facilities to those areas eligible for and intended for annexation. The Town of Wellington recognizes this responsibility and can successfully provide municipal services to property currently under consideration for annexation into the Town. The Town of Wellington has adopted the Wellington Comprehensive Plan 2021 and the Wellington Municipal Code, both of which describe and require development within the Town to meet standards that will provide municipal services to any new areas annexed those same services currently available within the existing town. Furthermore, the Town's Comprehensive Plan and Municipal Code will encourage natural and well-ordered development, will increase the ability for the Town to provide services to citizens within the Wellington urban area, and will achieve a fair and equitable distribution of the costs of municipal services.

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

Sage Farms Annexation and Village at Sage Farms Annexation

The Subject Property included in this annexation is to be known as the Sage Farm Annexation and the Village at Sage Farms Annexation to the Town of Wellington. In accordance with C.R.S. Section 31-12-104(1)(a), the Subject Property is proposed to be annexed as one or more parcels in a series, which annexations will be completed simultaneously and considered together for the purpose of the public hearing and this annexation impact report.

The parcels to be annexed are contiguous to the Town of Wellington and the total area of the two annexations is approximately 300.5 acres, more or less, and includes the CR 58 right-of-way and the BNSF railroad right-of-way. The parcels included in this annexation are currently used for agricultural uses and will be annexed into the Town under the zoning of PUD – Planned Unit Development Overlay District. The intended use of the Subject Property is development for single-family residential, multi-family residential, and business/retail uses.

The legal description attached as Exhibit "A" is for the property included in the Sage Farms Annexation. The Sage Farms Annexation is the first in the serial annexation of two properties.

The legal description attached as Exhibit "B" is for the property included in the Village at Sage Farms Annexation. The Village at Sage Farms Annexation is the second in the serial annexation of two properties.

The Sage Farms Annexation property and the Village at Sage Farms Annexation property are immediately adjoining parcels of real estate.

a) Annexation Maps

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

i. The Annexation Maps show the boundaries (present and proposed) of the Town of Wellington in the vicinity of the proposed annexation. The present and proposed boundaries of the Town are identified in red on the vicinity maps for Sage Farms Annexation (Map 1A) and the Village at Sage Farms Annexation (Map 1B) of this impact report.

ii. The Annexation Maps show the present streets in the vicinity of the proposed annexation. All of the present streets in the vicinity of the Subject Property are shown in the Annexation Maps. The annexation area is bounded by G.W. Bush Ave. on the north, CO Highway 1 on the west, and CR 58 on the south. G.W. Bush Ave. is already annexed into the Town of Wellington. All existing roadways are paved, though they are paved to different design standards (Town, County, CDOT standards, as applicable).

Approximate locations of contemplated future streets internal to the annexation area are identified on the Conceptual Master Plan. All future streets internal to the annexation area will be designed and constructed as part of development phases subject to approvals. Improvements to existing streets and highways will also be designed and constructed as part of development phases subject to approvals.

Town water mains and sewer mains are available within the vicinity of the Subject Property, and have adequate capacity to serve the property. The Town of Wellington will provide municipal water services upon annexation. A Town Existing Utilities Map showing the locations of existing Town utilities and a Preliminary Utility Plan Map showing approximate anticipated alignment of proposed utilities to serve the annexation area is provided with this Report in accordance with C.R.S. Section 31-12-108.5(1)(a)(II). Final design and alignment of Town utilities will be completed in development phases subject to future approvals.

iii. The Subject Property is situated along CO Highway 1 on the west and BNSF railroad line to the east. Properties north and east of the Subject Property are built out single-family residential subdivisions. East and south of the Subject Property are agricultural uses. West of the Subject Property is a large-lot (4-10 acres lot) subdivision developed in unincorporated Larimer County (Cottonwood Shores). The Subject Property is currently being used for farming and agricultural uses and it has a portion of the North Poudre Irrigation Company ditch cutting through the north, east and west portions of the site. The site slopes from north to south with the lowest point on the property in the southeast corner near CR 58. There are several existing farmhouses and numerous outbuildings on the site as well as several large trees near the existing farmhouses.

The current zoning of the Subject Property is Larimer County O – Open Zone District and the current use of the land is agricultural. Upon annexation, the Subject Property is proposed to be zoned PUD – Planned Unit Development District and developed in phases. The contemplated land uses are illustrated on the Conceptual Master Plan and include approximately 58 acres of commercial, retail, office, and medical uses. In addition to the commercial uses, single family and multi-family residential uses are proposed. Approximately 850 small and medium lots and approximately 64 large lot single-family units are contemplated on approximately 160 acres (a net density of approximately 5.3 units/acre). Approximately 432 attached or detached multi-family townhomes, condominiums or apartments are contemplated on approximately 36 acres (a net density of approximately 12 units/acre). Also proposed is approximately 33.6 acres to be open space or park land to serve the development and the community.

b) Pre-annexation Agreement

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

c) Municipal Services

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

Water: The Subject Property is within the Northern Colorado Water Association service area. Northern Colorado Water Association has indicated in the attached letter that it is not practical for Northern Colorado Water Association to serve this development has consented to Town of Wellington providing water service for the area. The Town will extend water service to the Subject Property following annexation and subsequent phases of development approval. The Owner or Developer will be responsible for designing and installing water infrastructure to serve development phases within the annexation area. Preliminary alignment considerations are identified on the Preliminary Utility Plan.

Outdoor irrigation for residential and commercial landscapes, lawns and parks is anticipated to be provided from two (2) non-potable wells historically used to irrigate the lands included within the annexation area. Wells included and currently being evaluated for sufficiency include:

- Kershner Well and Pumping System with Subterranean Water Well Priority No. 265 S.W., Appropriation Date: May 31, 1947; Adjudication Date: September 10, 1953, CA 11217, for 4.01 cubic feet per second (“Kershner Well”). The Kershner Well was registered on February 17, 1958 under Registration Number 19015, with change of ownership registration on January 2, 2013 under Registration Number 19015-R.

- Herman Blehm Well No. 2-Unregistered, for groundwater, Appropriation Date: June 3, 1948; Adjudication Date: April 20, 1972, Case No. W-1344, for 2.36 cubic feet per second ("Blehm Well No. 2"). The Blehm Well No. 2 was subsequently registered by Dick Matsuda and Mary Matsuda in 1980, Permit Number 24984-F. The Blehm Well No. 2 is permitted for irrigation purposes in the Southwest Quarter of Section 9, Township 8 North, Range 68 West of the Sixth Principal Meridian. Blehm Well No. 2 is subject to the Cache La Poudre Augmentation Plan.

If the above wells are determined to be insufficient to meet the outdoor irrigation supply requirements, the Town may agree to allow use of surface water to be provided by the Owner or Developer, or the Town may agree to provide town-treated potable water subject to approvals and meeting applicable raw water contributions and payment of fees.

Sewer: The Town will extend sanitary sewer service to the Subject Property following annexation and subsequent phases of development approval. The Subject Property is within the Town's 208 sewer service boundary approved in accordance with the 208 Areawide Water Quality Management Plan adopted by the North Front Range Water Quality Planning Association. The Owner or Developer will be responsible for designing and installing sewer infrastructure to serve development phases within the annexation area. Preliminary alignment considerations are identified on the Preliminary Utility Plan.

Streets: The Subject Property is bounded by existing paved roadways including G.W. Bush Ave. on the north, CO Highway 1 on the west, and CR 58 on the south. All existing roadways are expected to need improvements as a result of phased development of the annexation area. A Traffic Impact Study (TIS) has been prepared by the Owner of the annexation property and is being communicated to CDOT and Larimer County Planning Department and Larimer County Engineering Department for comment. Required improvements will be determined in accordance with applicable agency design standards. Timing of final design and installation will be determined based upon development phases and applicable approvals.

Law Enforcement: Law enforcement services are currently provided to the Subject Property by Larimer County Sheriff's Office. The Subject Property will continue to receive law enforcement from Larimer County Sheriff's Office following annexation via the Town of Wellington's contract for law enforcement services. Additional law enforcement needs such as additional officers and equipment needed to support development of the Subject Property are anticipated to be contemplated in contract negotiations with Larimer County Sherriff's Office on a periodic basis as part of the Town's budget preparation process or concurrent with approvals of development phases.

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

Other Utilities: The Owner or Developer is responsible for coordinating with other utility company providers for the design, installation and costs of providing other utility services not provided by the Town of Wellington.

d) Financing of Municipal Service Expansion

Town Services will be extended and provided to the Subject Property. The Owner or Developer is responsible for the installation and cost of installation of all public utilities for each development phase. Owner or Developer financing will be achieved through the use of private funds and construction loans secured by the Owner or Developer. The Town may agree to participate in sharing a portion of costs for agreed upon oversizing of infrastructure to serve future development in accordance with Town policy. Any cost-sharing agreed to by the Town will be determined in a Development Agreement for each phase of development. The Town, upon request from the Owner or Developer, may agree to the creation of special improvement districts, tax increment financing districts, public districts, improvement fees, or other municipal financing options available for Statutory Towns. The use and sufficiency of such districts or municipal financing will be evaluated at the time of request.

The Town of Wellington provides repair and maintenance of public infrastructure. These services are financed through utility user fees, sales and use taxes, and other revenues such as gas tax or motor vehicle taxes as appropriate. Non-infrastructure municipal services are typically paid from the Town's General Fund.

e) Existing Districts

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

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

f) Anticipated School Impacts and Costs to Schools

The projected number of students at full development of the proposed project based upon the Poudre School District R-1 student generation factors (based upon the School Districts' student generation rates and a total estimated impact of 1,346 residential units):

Proposed Single Family Housing Count – 914

Elementary School	0.35 students/DU	320	students
Middle School	0.10 students/DU	92	students
High School	0.09 students/DU	82	students
Total Projected Students at full buildout		494	students

Proposed Multi-Family Housing Count – 432

Elementary School	0.18 students/DU	77	students
Middle School	0.05 students/DU	20	students
High School	0.05 students/DU	20	students
Total Projected Students at full buildout		117	students

In aggregate, this equals 0.54 students per single-family residential unit and 0.27 student per multi-family residence, or a total of 611 students.

In the letter from Mr. Earl Smith, Poudre School District, dated May 18, 2023, the School District requests that this development pay the current payment (fees) in lieu of land dedication to be paid at the time of issuance of building permits for the dwelling units in the Sage Farms PUD development. At the current rate of $1,710 per single-family dwelling unit and $855 per multi-family dwelling unit, this would generate $1,932,300 in fees to be paid to the School District. (See attached letter).

It is also anticipated that the development of the Sage Farms Annexation and Village at Sage Farms Annexation would generate additional tax revenues for the school district and that these revenues would help offset required capital construction costs required to educate students generated from development of the property to be annexed. According to the School Districts' website for funding sources, the District receives about $8,050 per student in accordance with the State funding formula. Based upon the 611 projected students at full buildout of the residential portions of the property proposed to be annexed and the current state funding formula amount, the District would receive approximately $4,918,550 annually.

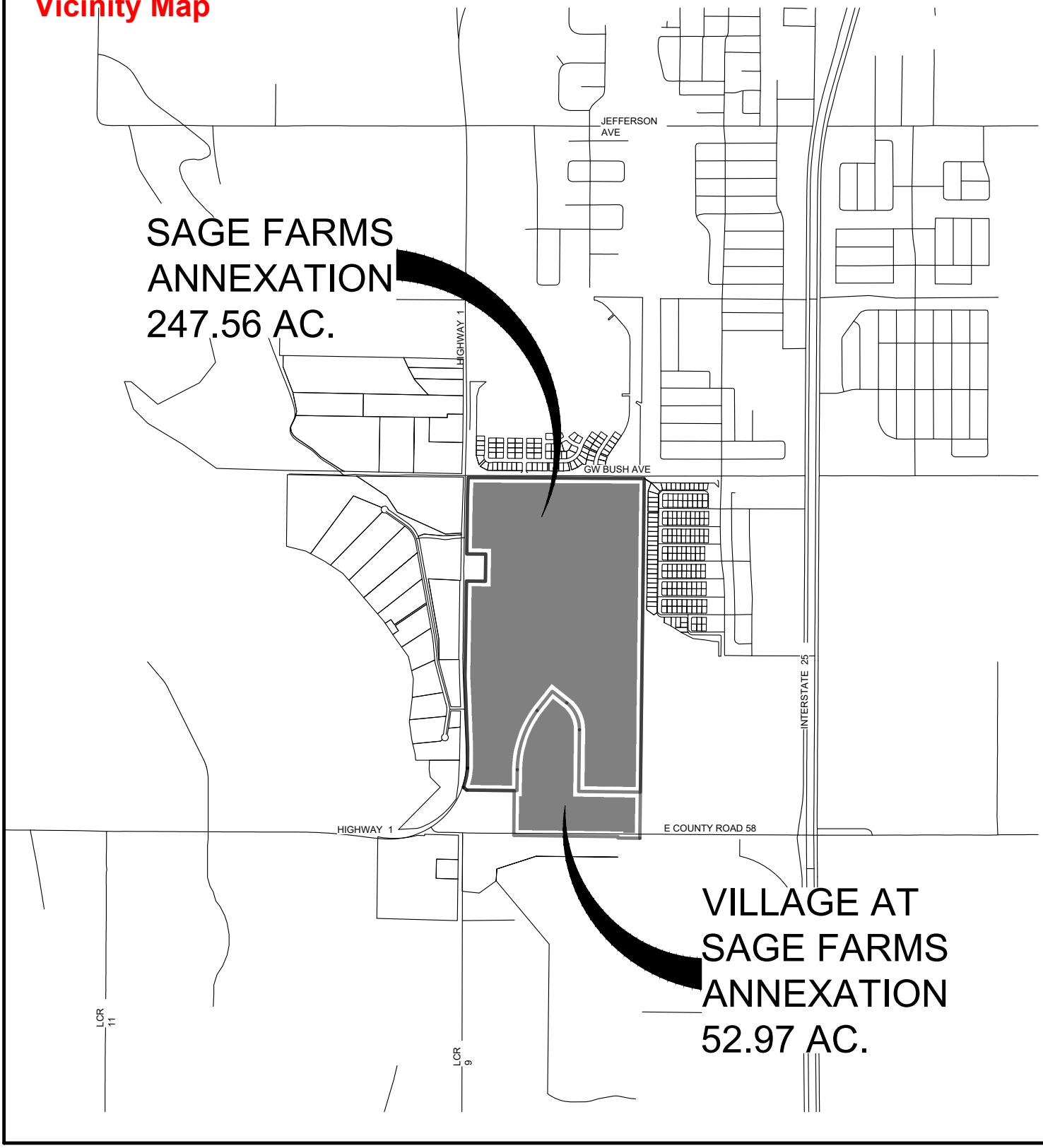
This Annexation Impact Report for the Sage Farms Annexation and Village at Sage Farms Annexation to the Town of Wellington is respectfully submitted by the Town of Wellington Planning & Development Department.

Cody Bird, AICP
Planning Director

Town of Wellington
PO Box 127
Wellington, CO 80549

birdca@wellingtoncolorado.gov
(970) 568-3381

Vicinity Map



2000 0 2000 4000 6000 Feet

(IN FEET)
1 inch =2000ft.

NORTH

SAGE FARMS ANNEXATION

WELLINGTON, CO

06.22.23

NORTHERN ENGINEERING

VICINITY MAP

D:\PROJECTS\992-008\DWG\EXHIBITS\992-008 VICINITY MAP.DWG

Exhibit A
Legal Description

SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18’ 35” West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41’ 49” East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05’ 03” and is subtended by a Chord bearing North 25° 20’ 42” West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23’ 13” West a distance of 271.70 feet;

THENCE South 38° 36’ 47” West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41’ 25” West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18’ 35” West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918;

THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 1 Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

Exhibit B
Legal Description

VILLAGE AT SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16) , Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE South 01° 04' 25" West a distance of 328.34 feet;
THENCE South 02° 11' 06" East a distance of 872.21 feet;
THENCE South 02° 10' 54" East a distance of 185.49 feet;
THENCE South 00° 20' 25" West a distance of 305.10 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing South 12° 17' 52" West a distance of 288.20 feet to end point of said curve and to the Northerly line of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918.

THENCE South 49° 35' 39" East a distance of 64.49 feet;
THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

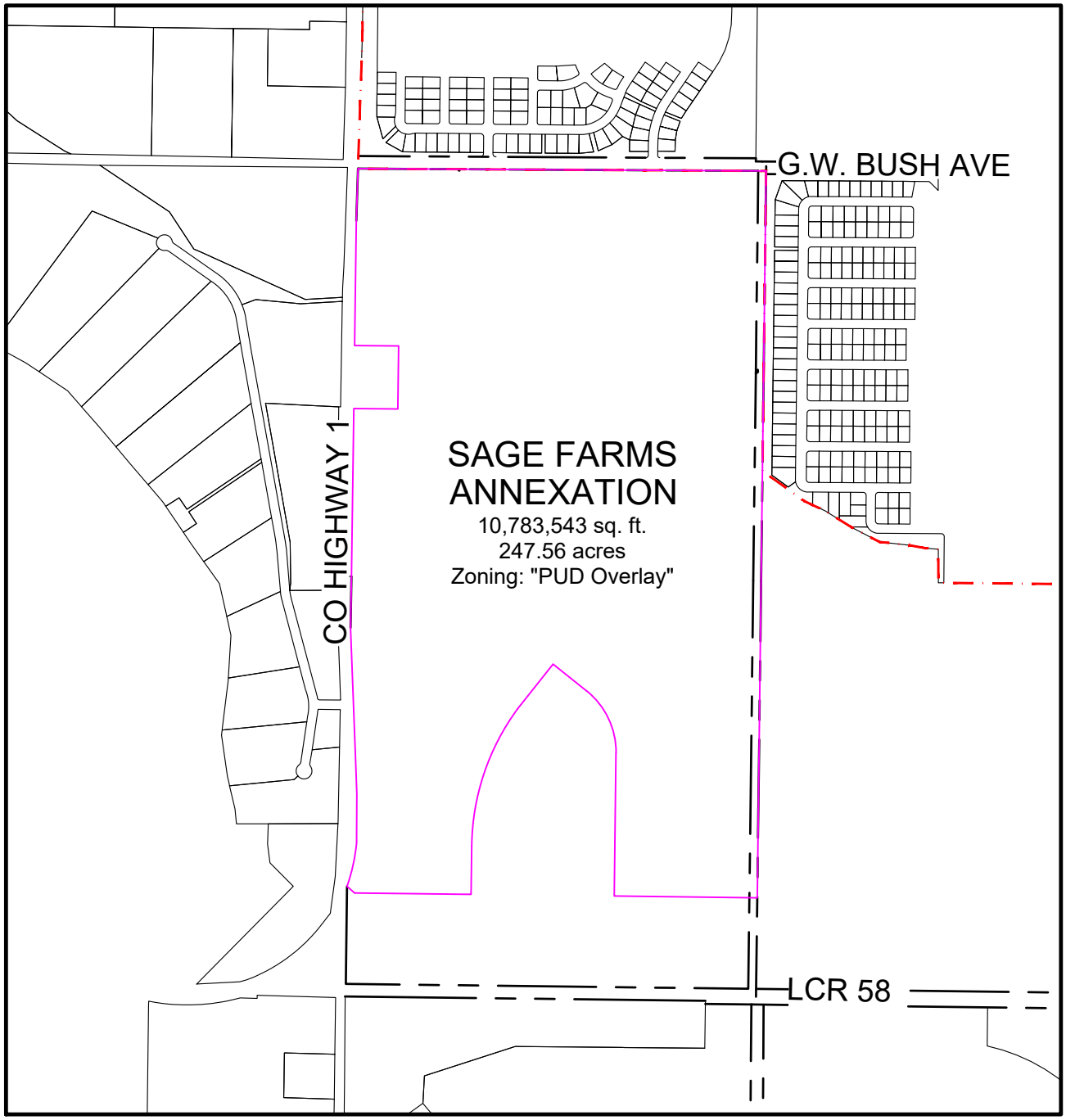
THENCE South 89° 18’ 35” East along a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 a distance of 40.00 feet;
THENCE North 00° 41’ 25” East a distance of 308.47 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;
THENCE North 38° 36’ 47” East a distance of 303.93 feet;
THENCE South 51° 23’ 13” East a distance of 271.70 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05’ 03” and is subtended by a Chord bearing South 25° 20’ 42” East a distance of 439.03 feet to a point of tangency;
THENCE South 00° 41’ 49” West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE South 89° 18’ 35” East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

The following Four (4) courses are along the Southerly Right of Way lines of said Larimer County Road 58.

THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;
THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;
THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;
THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 2 Annexation is 2,307,254 sq. ft. or 52.97 acres, more or less (±).

Map 1a



LINE LEGEND

- RIGHT OF WAY
- PROPOSED ANNEXATION BOUNDARY
- EXISTING TOWN BOUNDARY
- PROPERTY LINES

SAGE FARMS ANNEXATION

TOTAL PERIMETER	17,308.94'
CONTIGUOUS BOUNDARY	4,449.88'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED	2,769.43'

1000 0 1000 2000 3000 Feet

(IN FEET)
1 inch =1000ft.

NORTH

SAGE FARMS
WELLINGTON, CO

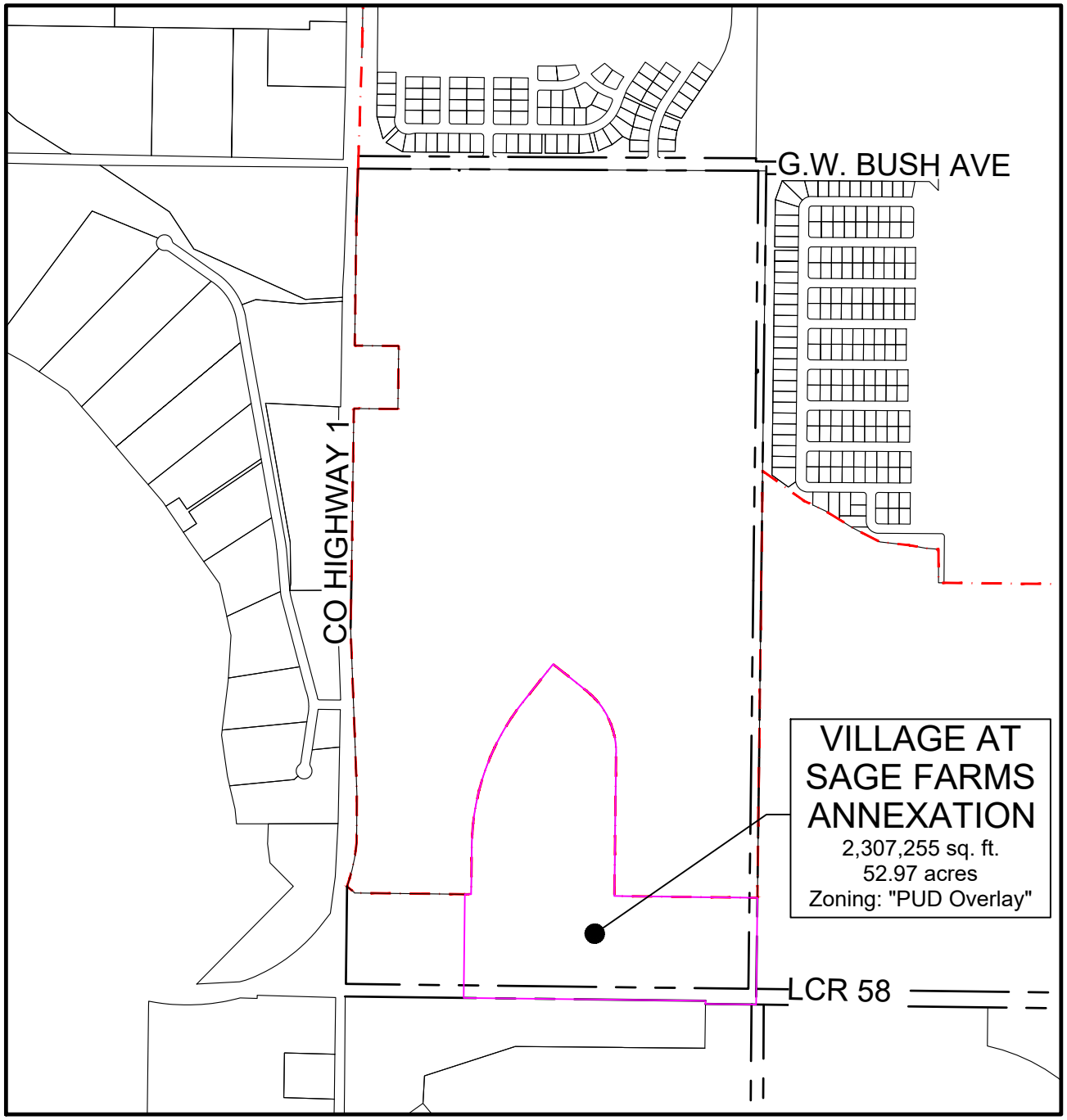
06.12.23

NORTHERN ENGINEERING

MAP 1a
ANNEXATION BOUNDARY INFORMATION

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Map 1b



LINE LEGEND

- RIGHT OF WAY
- PROPOSED ANNEXATION BOUNDARY
- EXISTING TOWN BOUNDARY
- PROPERTY LINES

FORT COLLINS FARM ANNEXATION

TOTAL PERIMETER	7,408.68'
CONTIGUOUS BOUNDARY	4,189.89'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED	1,185.39'

1000 0 1000 2000 3000 Feet

(IN FEET)
1 inch =1000ft.

NORTH

VILLAGE AT SAGE FARMS

WELLINGTON, CO

06.12.23

NORTHERN ENGINEERING

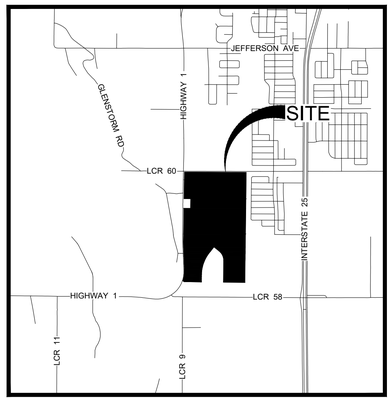
MAP 1b

ANNEXATION BOUNDARY INFORMATION

D:\PROJECTS\992-008\DWG\EXHIBITS\992-008 MAP 1B.DWG

SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
1" = 3000'

SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;
The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 1 Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

_____ _____
OWNER OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20____.

My commission expires:_____

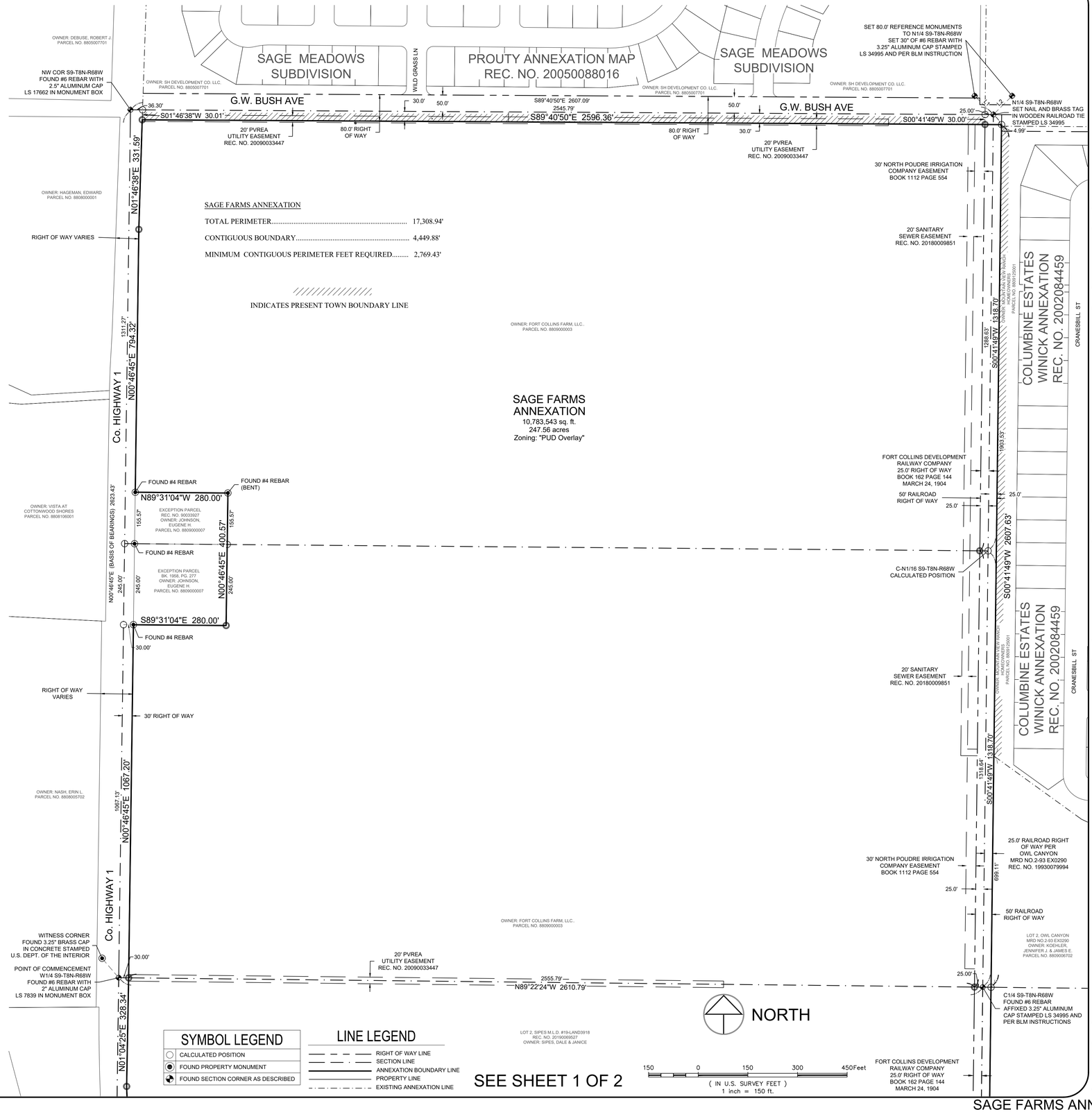
_____
Notary Public

SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

_____
For and on behalf of Northern Engineering Services, Inc.
Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470



SYMBOL LEGEND

○	CALCULATED POSITION
◉	FOUND PROPERTY MONUMENT
✥	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- ANNEXATION BOUNDARY LINE
- PROPERTY LINE
- EXISTING ANNEXATION LINE

SEE SHEET 1 OF 2

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

NORTHERN ENGINEERING
FORT COLLINS, 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY, 820 8th Street, 80631 northernengineering.com

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

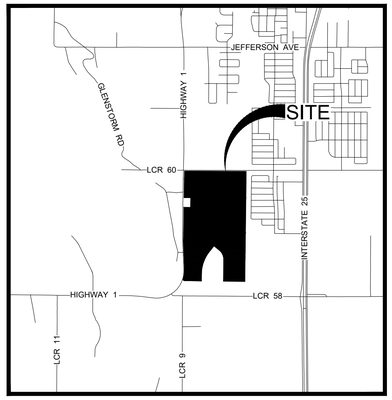
DATE: 06/26/2023
SCALE: 1" = 150'
PROJECT: 992-008
DESIGNED BY:
REVIEWED BY: B. Tessely
DRAWN BY: A. Lund

SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

Sheet 1 Of 2 Sheets

SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
1" = 3000'

SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;
The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 1 Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20_____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20_____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20_____.

_____
OWNER

_____
OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20_____.

My commission expires:_____

_____
Notary Public

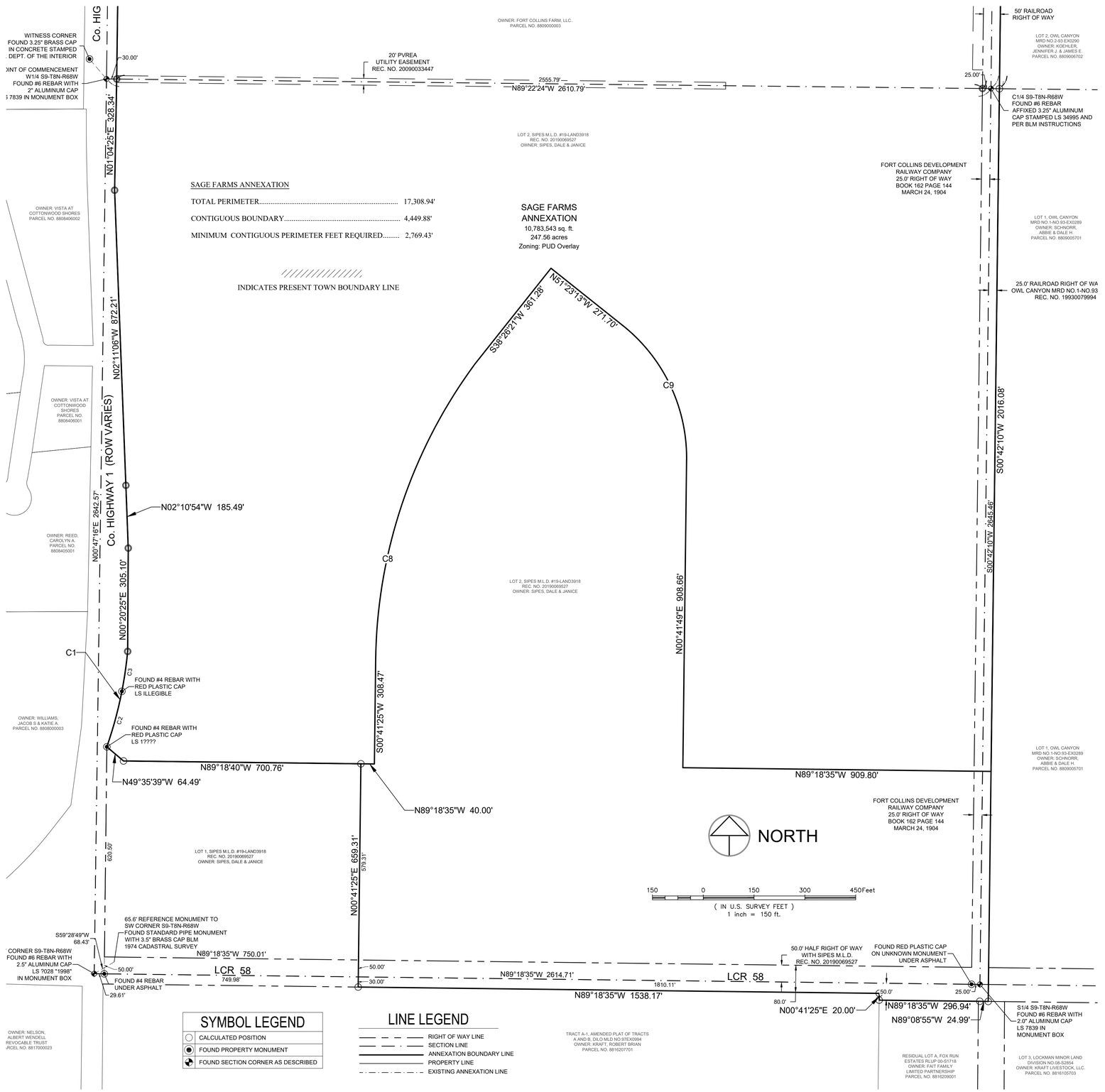
SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

_____
For and on behalf of Northern Engineering Services, Inc.
Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470

SEE SHEET 2 OF 2



SYMBOL LEGEND

○	CALCULATED POSITION
◉	FOUND PROPERTY MONUMENT
✠	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- ANNEXATION BOUNDARY LINE
- PROPERTY LINE
- EXISTING ANNEXATION LINE

NOTICE:
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NORTHERN ENGINEERING
FORT COLLINS, 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY, 820 8th Street, 80631 northernengineering.com

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

PROJECT: 992-008
DATE: 06/26/2023
SCALE: 1" = 150'
DESIGNED BY:
DRAWN BY: A. Lund
REVIEWED BY: B. Tessely

SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

Sheet 2
Of 2 Sheets

VILLAGE AT SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

SEE SHEET 1 OF 1



VICINITY MAP
1" = 3000'

VILLAGE AT SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16) , Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE South 01° 04' 25" West a distance of 328.34 feet;

THENCE South 02° 11' 06" East a distance of 872.21 feet;

THENCE South 02° 10' 54" East a distance of 185.49 feet;

THENCE South 00° 20' 25" West a distance of 305.10 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing South 12° 17' 52" West a distance of 288.20 feet to end point of said curve and to the Northerly line of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918.

THENCE South 49° 35' 39" East a distance of 64.49 feet;

THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

THENCE South 89° 18' 35" East along a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 a distance of 40.00 feet;

THENCE North 00° 41' 25" East a distance of 308.47 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;

THENCE North 38° 36' 47" East a distance of 303.93 feet;

THENCE South 51° 23' 13" East a distance of 271.70 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a point of tangency;

THENCE South 00° 41' 49" West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE South 89° 18' 35" East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 1993079994 of the Records of Larimer County;

THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

The following Four (4) courses are along the Southerly Right of Way lines of said Larimer County Road 58.

THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;

THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;

THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;

THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;

THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 2 Annexation is 2,307,254 sq. ft. or 52.97 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

_____
_____
OWNER OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this

_____ day of _____, 20____.

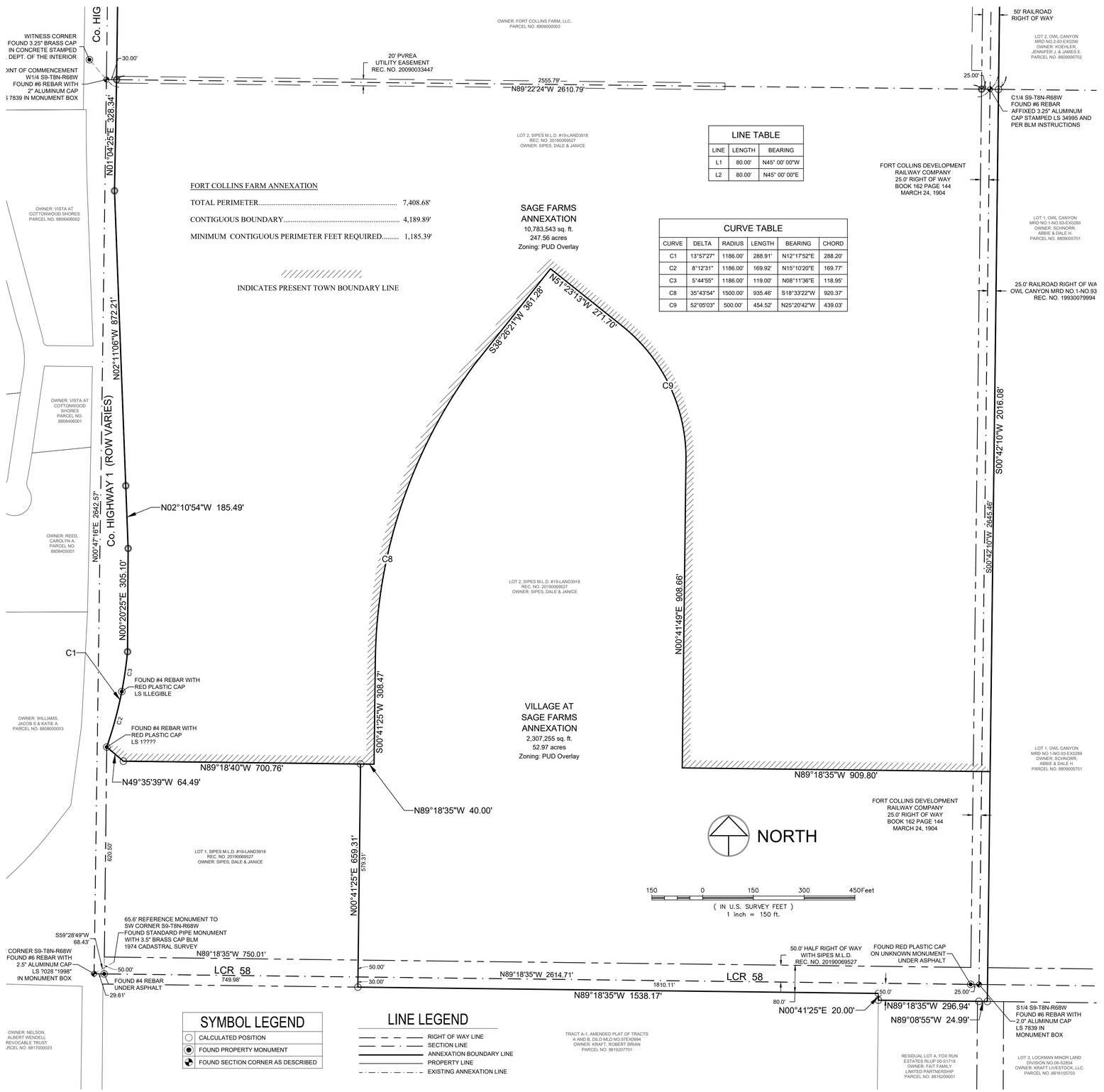
My commission expires:_____
_____
Notary Public

SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

_____
For and on behalf of Northern Engineering Services, Inc.
Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470



LINE TABLE		
LINE	LENGTH	BEARING
L1	80.00'	N45° 00' 00"W
L2	80.00'	N45° 00' 00"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	13°57'27"	1186.00'	288.91'	N12°17'52"E	288.20'
C2	8°12'31"	1186.00'	169.92'	N15°10'20"E	169.77'
C3	5°44'55"	1186.00'	119.00'	N08°11'36"E	118.95'
C8	35°43'54"	1500.00'	935.46'	S18°33'22"W	920.37'
C9	52°05'03"	500.00'	454.52'	N25°20'42"W	439.03'

FORT COLLINS FARM ANNEXATION

TOTAL PERIMETER	7,408.68'
CONTIGUOUS BOUNDARY	4,189.89'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED	1,185.39'

INDICATES PRESENT TOWN BOUNDARY LINE

SAGE FARMS ANNEXATION
10,783,543 sq. ft.
247.56 acres
Zoning: PUD Overlay

VILLAGE AT SAGE FARMS ANNEXATION
2,307,255 sq. ft.
52.97 acres
Zoning: PUD Overlay

SYMBOL LEGEND

○	CALCULATED POSITION
◉	FOUND PROPERTY MONUMENT
◔	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- ANNEXATION BOUNDARY LINE
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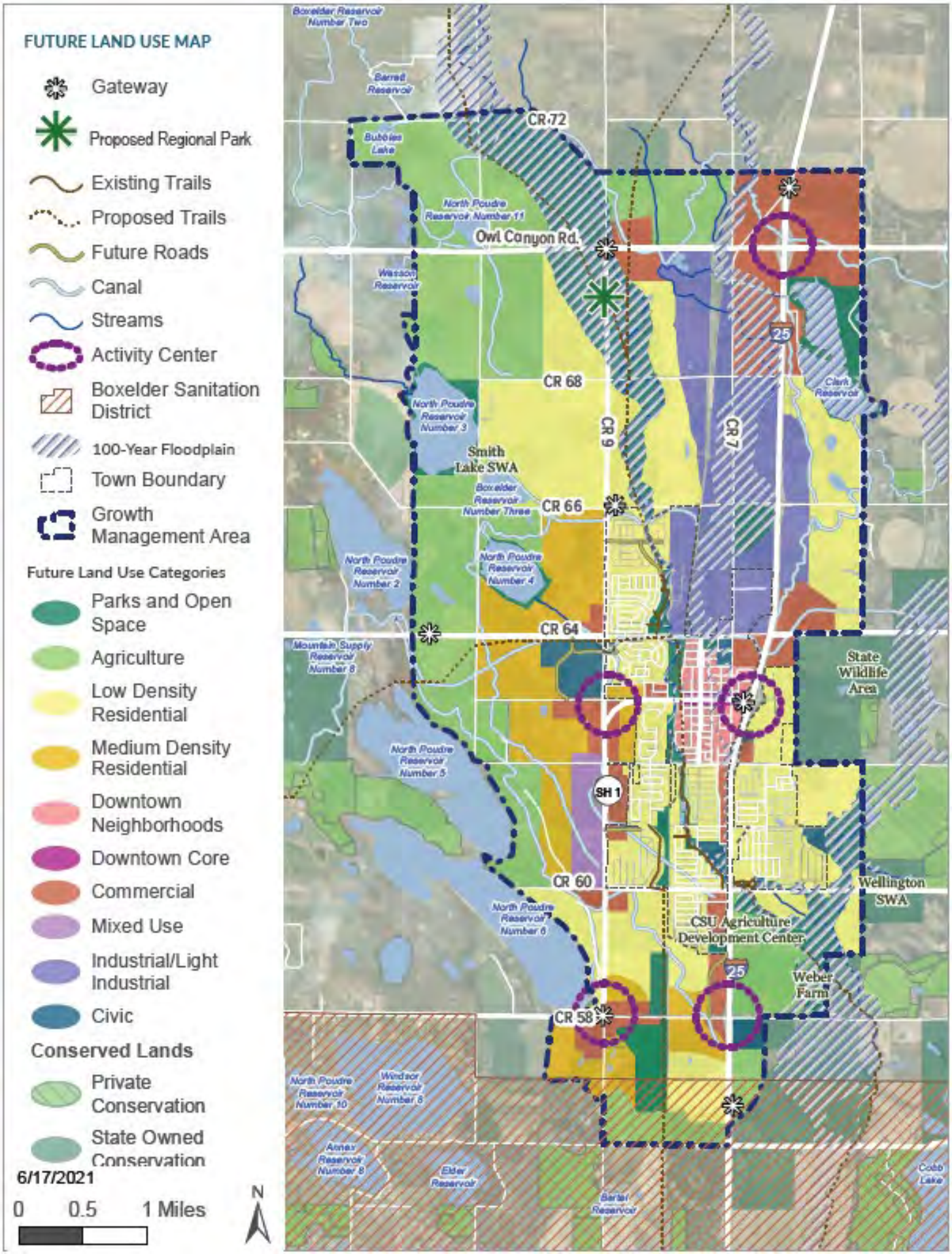
NORTHERN ENGINEERING
FORT COLLINS, 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY, 820 8th Street, 80631 northernengineering.com

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

PROJECT: 992-008
DESIGNED BY:
DRAWN BY: A. Lund
DATE: 06/26/2023
SCALE: 1" = 150'
REVIEWED BY: B. Tessely

VILLAGE AT SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

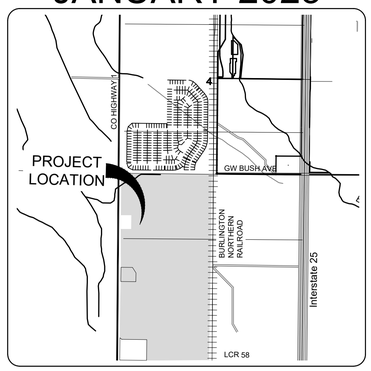
Sheet 1
Of 1 Sheets


FUTURE LAND USE MAP
Gateway
Proposed Regional Park
Existing Trails
Proposed Trails
Future Roads
Canal
Streams
Activity Center
Boxelder Sanitation District
100-Year Floodplain
Town Boundary
Growth Management Area
Future Land Use Categories
Parks and Open Space
Agriculture
Low Density Residential
Medium Density Residential
Downtown Neighborhoods
Downtown Core
Commercial
Mixed Use
Industrial/Light Industrial
Civic
Conserved Lands
Private Conservation
State Owned Conservation
6/17/2021
0 0.5 1 Miles
N
Boxelder Reservoir Number Two
Barrett Reservoir
Bubbles Lake
CR 72
North Poudre Reservoir Number 11
Owl Canyon Rd.
Wasson Reservoir
25
CR 68
CR 9
CR 7
Clark Reservoir
North Poudre Reservoir Number 3
Smith Lake SWA
Boxelder Reservoir Number Three
CR 66
North Poudre Reservoir Number 2
North Poudre Reservoir Number 4
CR 64
Mountain Supply Reservoir Number 8
State Wildlife Area
North Poudre Reservoir Number 5
SH 1
CR 60
Wellington SWA
North Poudre Reservoir Number 6
CSU Agriculture Development Center
25
Weber Farm
CR 58
North Poudre Reservoir Number 10
Windsor Reservoir Number 8
Annex Reservoir Number 8
Elder Reservoir
Barker Reservoir
Cobb Lake

ZONING MAP FOR
SAGE FARMS P.U.D.

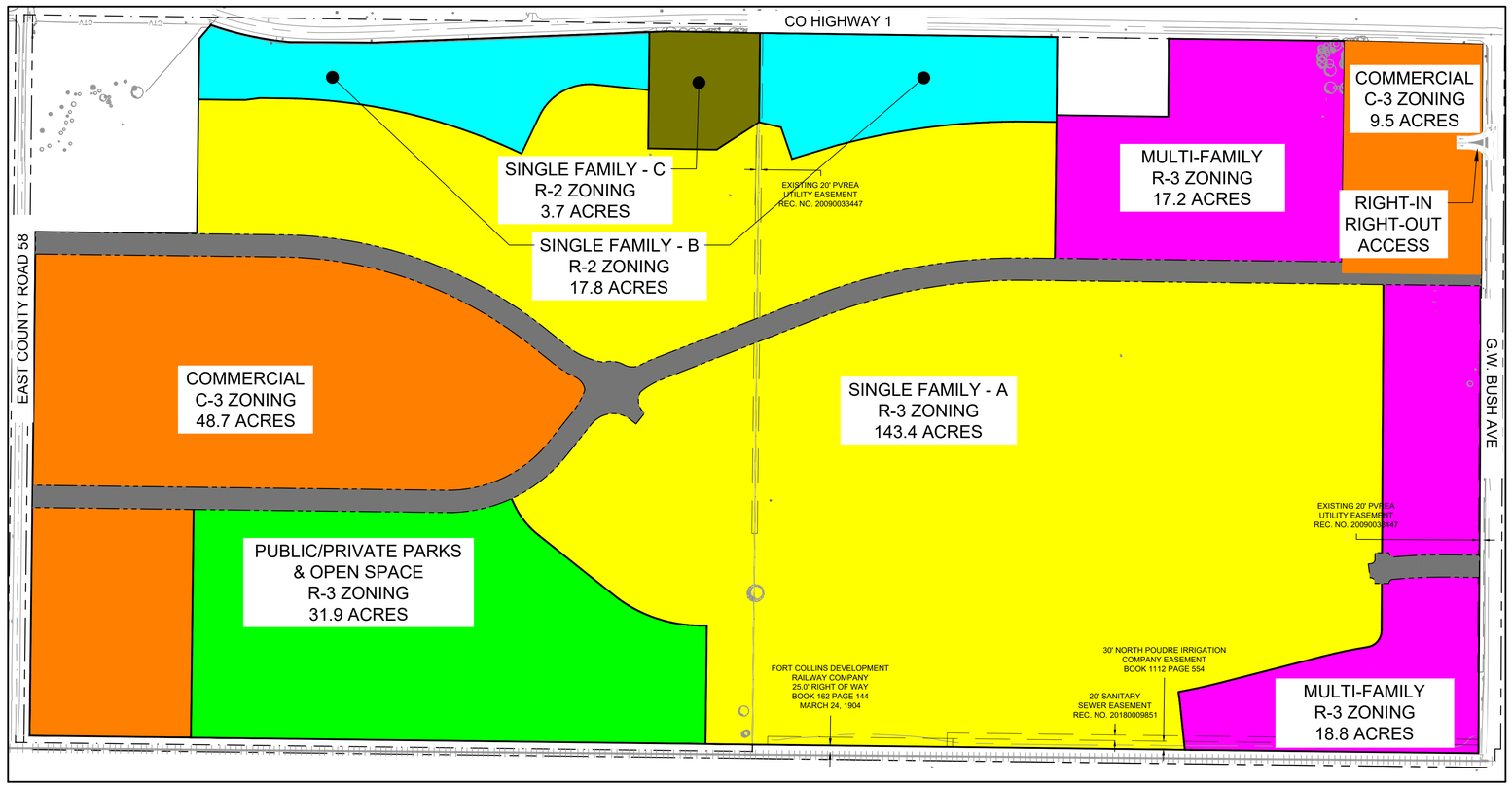
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

JANUARY 2023



NORTH

VICINITY MAP
1"=2000'



250 0 250 500 750 Feet

(IN FEET)
1 inch =250 ft.

PROJECT TEAM:

APPLICANT
FC Farm Holding, LLC and Sipes Farm Holding, LLC
Mr. Daren Roberson
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

SITE ENGINEER
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

LAND PLANNER
Pinecrest Planning and Design, LLC
Mr. Tom Dugan
4225 Westshore Way
Fort Collins, CO 80525
(970) 566-4714

SURVEYOR
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

OWNERS
FC Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103
(971)
and

Sipes Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

LEGAL DESCRIPTION

A parcel of land being the Northwest Quarter of Section Nine (9) and a portion of the Southwest Quarter of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado.

EXCEPTING THEREFROM the East 25.00 feet for railroad right of way.

ALSO EXCEPTING THEREFROM those parcels described in Deeds recorded April 20, 1964 in Book 1244 at Page 319, and June 5, 1979 in Book 1958 at Page 277, and August 2, 1990 as Reception No. 90033927, all of the Records of Larimer County.

TOGETHER WITH Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County.

Said described parcel contains a total of 12,783,626 sq. ft or 293.47 acres, more or less.

LEGEND

- MUTLI-FAMILY RESIDENTIAL - R-3
- SINGLE FAMILY RESIDENTIAL (A) - R-3
- SINGLE FAMILY RESIDENTIAL (B) - R-2
- SINGLE FAMILY RESIDENTIAL (C) - R-2
- COMMERCIAL - C-3
- PARKS/OPEN SPACE - R-3

LAND USE DATA

Land Use Type	Area (acres)	Maximum Density (units/acre)	Maximum GLA (sq. ft.)	Percent of Total Area (%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total) 16.8% (of Residential)
On-Site Total	291.0			100.0%
Additional Areas				
BNSF Right-of-way	6.1			
CR 58 Right-of-way	3.4			
Total	300.5			

Zoning: PUD - Planned Unit Development Overlay District

APPROVAL CERTIFICATES

PLANNING COMMISSION CERTIFICATE

Approved this _____ day of _____, 20____, by the Town Planning and Zoning Commission, Wellington, Colorado.

_____
Chairman

BOARD OF TRUSTEES CERTIFICATE

Approved this _____ day of _____, 20____, by the Board of Trustees, Wellington, Colorado. This approval is conditioned upon all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by other and not the towns.

_____
Mayor

No. Revisions: Date:
- REVIEW SET NOT FOR CONSTRUCTION 06/15/22

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a professional engineer in the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521
GREELEY: 820 8th Street, 80631
970.221.4158
northernengineering.com

DATE: 06/16/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: SFZ-1008
DESIGNED BY: S. Ritchie
DRAWN BY: S. Ritchie

SAGE FARMS

ZONING MAP

Sheet 1
1 of 4

DRAWING PATHNAME: C:\Users\JUGGAVA\Desktop\Local\Temp\AcPublish_48668\[WD-1008 Zoning Map.dwg LAYOUT NAME: LAND USE DATE: Jun 06, 2023 - 1:43pm CAD OPERATOR: ssteinke]
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Conceptual Master Plan



LAND USE DATA

Land Use Type	Area	Maximum Density	Maximum GLA	Percent of Total Area
	(acres)	(units/acre)	(sq. ft.)	(%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total)
				16.8% (of Residential)
On-Site Total	291.0			100.0%

200 0 200 400 600
(IN FEET)
1 INCH = 200 FEET

LEGEND

- MUTLI-FAMILY RESIDENTIAL
- OPEN SPACE
- SINGLE FAMILY RESIDENTIAL
- COMMERCIAL

NOTE: THIS MASTER PLAN IS A CONCEPTUAL ILLUSTRATION AS TO HOW THE PROPERTY COULD DEVELOP AND IS SUBJECT TO CHANGE AT THE TIME OF PLATTING

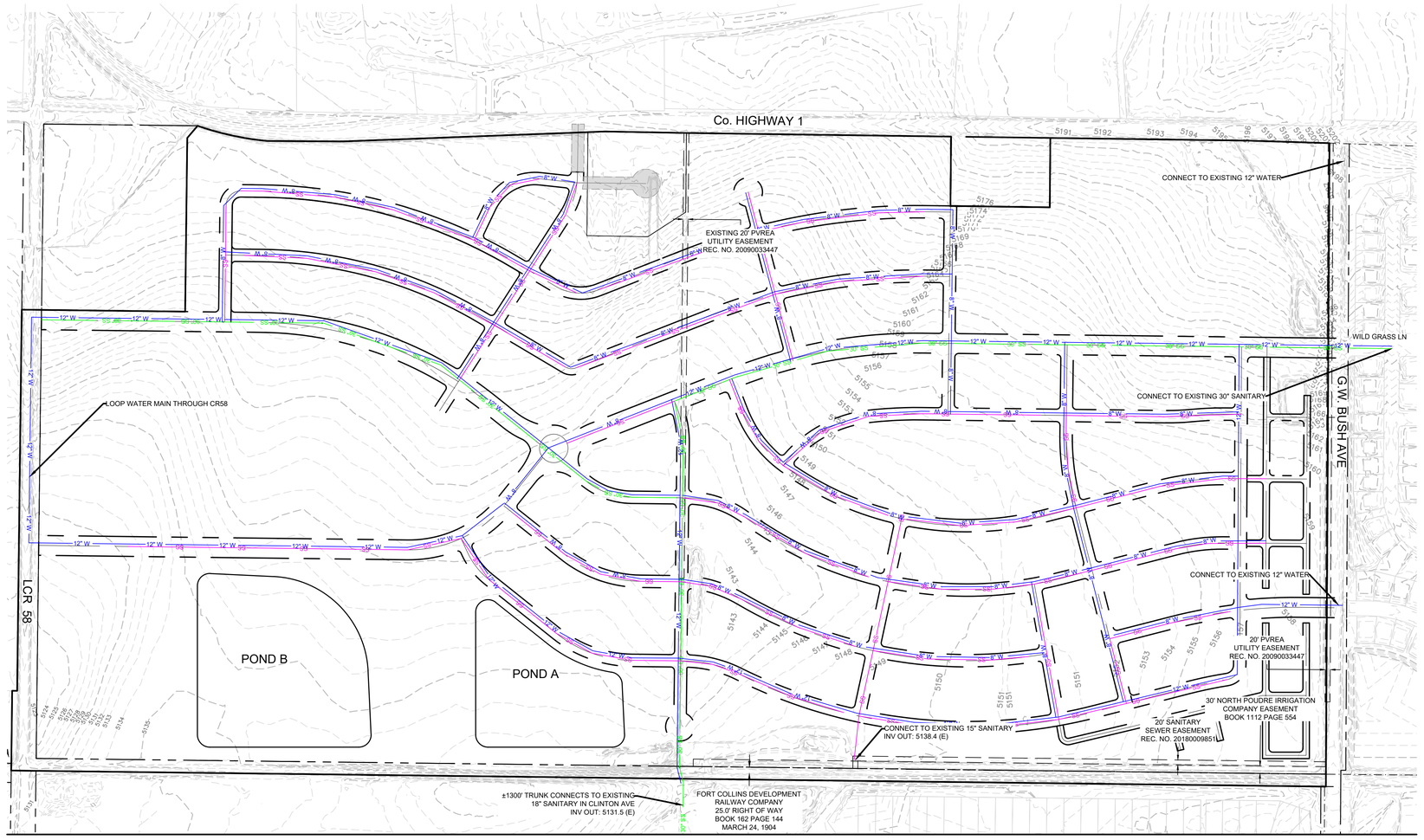
JUNE 26, 2023

NORTHERN ENGINEERING

SAGE FARMS PUD
WELLINGTON, COLORADO
CONCEPTUAL MASTER PLAN

PRELIMINARY UTILITY PLAN FOR
SAGE FARMS P.U.D.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



LEGEND:

- PROPOSED CENTERLINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPERTY BOUNDARY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- EXISTING MAJOR CONTOUR 5015
- EXISTING MINOR CONTOUR 5013
- EXISTING STORM SEWER ST
- PROPOSED 12" WATER MAIN 12" W
- EXISTING WATER MAIN W
- PROPOSED 30" TRUNK SANITARY SEWER 30" SS
- EXISTING SANITARY SEWER w/ MANHOLE SS
- PROPOSED SANITARY SEWER 8" SS

250 0 250 500 750 Feet

(IN U.S. SURVEY FEET)
1 inch = 250 ft.

Revisions:

No.	Date:
	REVIEW SET NOT FOR CONSTRUCTION 06/15/22

These drawings are a service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless sealed and signed by a Professional Engineer in the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY: 820 9th Street, 80631 northernengineering.com

PROJECT: 992-008	DATE: 06/26/2023
DESIGNED BY: A. WURSTER	SCALE: 1" = 250'
DRAWN BY: A. WURSTER	REVIEWED BY: S. RITCHIE

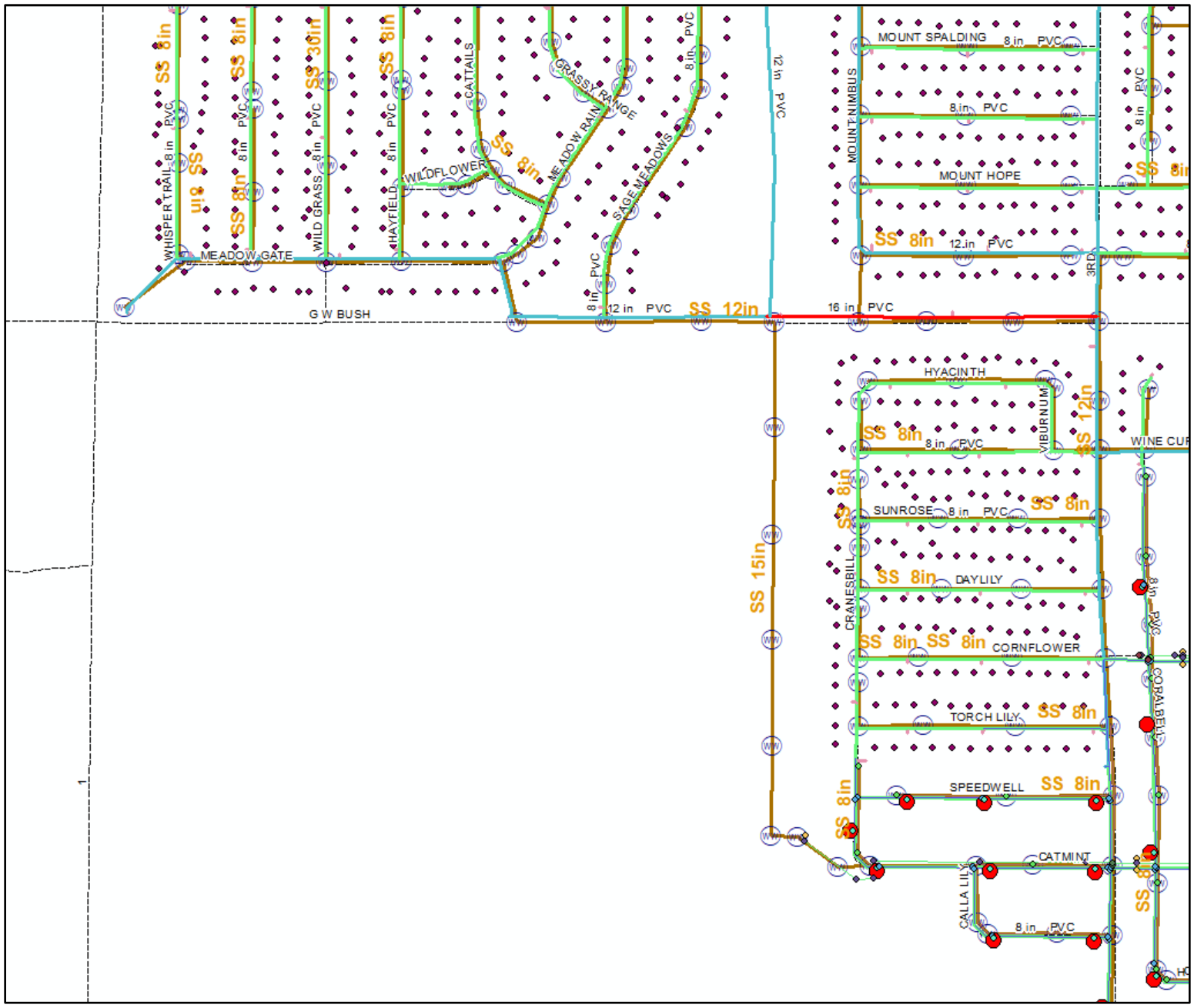
SAGE FARMS

PRELIMINARY UTILITY PLAN

Sheet 1

DRAWING FILENAME: C:\Projects\992-008\Dwg\Exhibits\Preliminary Utility Plan\992-008 Preliminary Utility Plan.dwg LAYOUT NAME: SHEET 1 DATE: Jun 27, 2023 - 7:46am CAD OPERATOR: shane
LIST OF XREFS: [NCS-standard-ANNEX] [NCS-standard-ENG] [992-008_ALTA] [992-008_TOPO] [992-008_UTIL] [992-008_GRD]

Wellington Existing Utilities Map



NORTH

Planning
2445 LaPorte Avenue
Fort Collins, CO 80521
Fax: 970.490.3479

May 18, 2023

Thomas J. Dugan
Manager – PineCrest Planning & Design LLC
4225 Westshore Way
Fort Collins, CO 80525

RE: Sage Farms Annexation & Zoning

Dear Mr. Dugan,

Thank you for the information regarding the Sage Farms Annexation and Zoning into the Town of Wellington. Based upon the information you provided, Poudre School District currently has adequate facilities to accommodate the increase in student population. Additionally, PSD Planning has reviewed the projections and offers the following summary of payment in lieu of land, our preference for this development. Please see the table(s) below for an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.

Proposed Single Family Housing Count =			914
School Level	**Student Yield**	**Acres**	**PILO**
Elementary	0.35	0.010	$950
Middle	0.10	0.004	$380
High	0.09	0.004	$380
Totals	*0.54*	*0.018*	*$1,710*
Totals for Development	**494**	**15.48**	**$1,562,940**

Proposed Multi-Family Housing Count =			432
School Level	**Student Yield**	**Acres**	**PILO**
Elementary	0.18	0.005	$475
Middle	0.05	0.002	$190
High	0.05	0.002	$190
Totals	*0.27*	*0.009*	*$855*
Totals for Development	**117**	**3.89**	**$369,360**

Combined
Student Yield
611
Acres
19.37
PILO
$1,932,300

Please reach out to me if you have any further questions on this development.

Sincerely,

Earl Smith
Director of Facilities and Construction
Poudre School District

cc: Cody Bird (Town of Wellington), File

Northern Colorado Water Association
P.O. BOX 415 WELLINGTON, COLORADO 80549 PHONE 568-3975

December 21, 2022

Mr. Thomas Dugan
PineCrest Planning & Design LLC
4225 Westshore Way
Fort Collins, CO 80525

Subject: Sage Farms Annexation & Zoning, Wellington, CO - Water Service

Dear Mr. Dugan:

The Northern Colorado Water Association (NCWA) has reviewed the information you provided relative to the above referenced Annexation and Zoning request. Based on our review, we have determined that it would not be practical for NCWA to serve this development and hereby consent to the Town of Wellington providing potable water service to this proposed subdivision.

Thank you for referring this information to our office. If you have any questions or need anything else from NCWA regarding this matter, please contact me.

Sincerely,

NORTHERN COLORADO WATER ASSOCIATION

Tom Chaffin
General Manager

cc: Ed Cannon, Town of Wellington

BBC RESEARCH & CONSULTING

Fiscal Impact Analysis for Sage Farms

FINAL REPORT

FINAL Report

February 6, 2023

Fiscal Impact Analysis for Sage Farms

Prepared for
FC Farm Holding, LLC
Sipes Farm Holding, LLC

Prepared by
BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com

BBC RESEARCH & CONSULTING

Table of Contents

I. Introduction ..... pg. 1

II. Fiscal Impact Findings ..... pg. 1

III. Methodology ..... pg. 2
Development assumptions ..... pg. 2

IV. Recurring Revenues ..... pg. 3
Property taxes ..... pg. 3
Sales taxes and other taxes and fees ..... pg. 4
Water-related revenues ..... pg. 5

V. One-time Revenues ..... pg. 6
Building fees ..... pg. 6
Impact and tap fees ..... pg. 6
Use taxes ..... pg. 7

VI. Recurring Expenditures ..... pg. 8

VII. One-time Expenditures ..... pg. 9

VIII. Summary of Fiscal Impacts ..... pg. 10

Background and Objective

Sage Farms is a proposed mixed-use development located southwest of the Town of Wellington. The Town of Wellington is a rapidly growing community in Northern Colorado with a population of approximately 11,700 as of 2021.[1] The development would be annexed into the Town prior to development. When annexation and construction are complete, the development will have approximately 64 single-family homes on large lots, 850 single-family homes on small lots, 432 multi-family homes, and a maximum of 585,000 square feet of commercial space. Development of the site would occur over an approximate twenty-year period, which could vary depending on market conditions. In addition, the site would also include approximately 34 acres of public and private open space and parkland.

Like most Colorado municipalities, Wellington relies heavily on sales and use taxes to fund local services. Property taxes also constitute a large share of the Town's annual tax revenues. Other taxes, like severance taxes, motor vehicle taxes, and road taxes also make contributions to the Town's annual general fund revenues. BBC Research & Consulting (BBC) analyzed the fiscal impacts of the proposed annexation and development on the Town of Wellington's General Fund revenues and expenses. BBC's analysis also included estimates of the proposed development's impacts on the Town's water, sewer, and storm water funds as well as the effects on the Town's impact fee revenues and expenses.

Fiscal Impact Findings

As proposed, the Sage Farms annexation and development will generate a net fiscal surplus of recurring and one-time revenues for the Town of $1.8 million and $12.8 million, respectively, over the twenty-year development period.

Like most municipalities in Colorado, Wellington relies on a combination of sales, use, and property tax revenue to fund a majority of its municipal services. While the Town also receives a significant portion of its annual revenue from impact fees, the statutory requirements associated with impact fee funds do not allow them to be spent on providing services. Rather, they must be spent on capital facilities required to serve new development. As a result, sales, use, and property tax generation are the primary factors influencing a development's impact on recurring municipal finances.

Based on BBC's review of the proposed development and the Town's 2022 budget, the project will result in a net fiscal surplus for the Town at buildout. The first six years of the development plan, which focus on building the residential component of the project, will create fiscal deficits of recurring revenue for the Town. This is inline with our evaluation of other residential developments in Colorado, where low assessment rates on residential property and high demand for municipal services lead to residential developments that generate expenses in excess of revenues. However, starting in year six, when the commercial portion of the project

[1] U.S. Census Bureau American Community Survey, Five-year population estimates. Available at: factfinder.census.gov

begins development, the project will generate an annual net fiscal surplus of recurring revenue, which will grow to $332,017 per year at buildout.

The proposed development will generate about $101.0 million in one-time revenues for the Town from impact fees, use taxes, and building fees. The one-time costs associated with necessary capital investments to maintain service levels for the Town's water, wastewater, drainage, parks, roads, libraries, trails, and fire services are anticipated to be about $81.0 million, while the building review costs for the proposed development are expected to be about $7.2 million, for total one-time expenditures of $88.2 million. This results in net fiscal surplus of about $12.8 million in one-time revenues for the Town at buildout.

Methodology

BBC's fiscal impact analysis models the recurring and one-time revenues and expenditures from the construction and occupancy of the proposed development and estimates its fiscal impact on the Town of Wellington's general fund and water, sewer, and drainage funds.

Development Assumptions. The proposed development will consist of 64 single-family homes on large lots, 850 single-family homes on small lots, 432 multi-family homes, and 585,000 square feet of commercial space. The average value of a single-family dwelling unit on a large lot is estimated at $750,000, while average value of a single-family dwelling unit on a medium lot is estimated at $600,000. Multi-family dwelling units have an estimated value of $450,000. Commercial development is valued at $175 per square foot.

The analysis models the fiscal impacts based on the potential development schedule shown in Figure 1. The residential portion of the development is projected to be complete at the end of year seven, while commercial development, which begins in year six, is projected to reach buildout at year 20. Although the pace of construction and sales will ultimately depend on market conditions, the pace will not significantly affect the overall fiscal impact of the project as both revenues and expenditures will rise in line with residential and commercial development.

Figure 1.
Potential Development Schedule for Sage Farms

Residential Units	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year…	Year 20	Total
Single Family (Small Lots)	130	130	130	130	130	130	70				850
Single Family (Large Lots)			16	16	16	16					64
Multi-family	216	216									432
Annual Development (Units)	**346**	**346**	**146**	**146**	**146**	**146**	**70**	**0**		**0**	**1,346**
Commercial Development	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year…**	**Year 20**	**Total**
Commercial (Sq Ft)						39,000	39,000	39,000		39,000	585,000
Cumulative Development (Sq Ft)						**39,000**	**78,000**	**117,000**		**585,000**	**585,000**

Projections of associated Town operating expenditures and revenues generated by the proposed annexation, construction and occupancy of the site are developed in the following ways:

- For sales/use tax, and property tax, formulas were used that reflect the Town's tax generation rates as applied to the specific property values of new construction, expected development schedule, and average spending characteristics of the Town's residents.

- For other revenues and all Town expenditures, current per capita figures were calculated from the Town's current service provision experience and applied to the development projections.

- Town service cost estimates reflect current per household expenditure levels, although the fixed and variable cost components of municipal service delivery were taken into account.

Revenues and expenditures were categorized as being recurring or one-time depending on whether they were paid on a single or annual basis. The general fund and water-related funds managed by the Town are the focus of the analysis.

Recurring Revenues

Property Taxes. The Town imposes a mill-levy of 12.439 on the assessed value of residential real estate within its boundaries. Based on the development assumptions, the total market value of the development would be approximately $854.8 million at buildout, which equates to an assessed value of about $79.5 million.[2] At buildout, property tax revenue is expected to stabilize at about $988,434 per year (Figure 2). BBC assumed there will be a two-year lag between home construction and property tax collection. Over the 20-year analysis period, the annexation and development of the project will generate approximate $13.6 million in property tax revenue.

Figure 2.
Projected Property Taxes Revenues from Proposed Sage Farms Annexation and Development

Market Value	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Single Family (Small Lots)	$78,000,000	$78,000,000	$78,000,000	$78,000,000	$78,000,000	$78,000,000		$0	$510,000,000
Single Family (Large Lots)	$0	$0	$12,000,000	$12,000,000	$12,000,000	$12,000,000		$0	$48,000,000
Multi-family	$97,200,000	$97,200,000	$0	$0	$0	$0		$0	$194,400,000
Commercial						$6,825,000		$6,825,000	$102,375,000
Cumulative Market Value	**$175,200,000**	**$350,400,000**	**$440,400,000**	**$530,400,000**	**$620,400,000**	**$717,225,000**		**$854,775,000**	**$854,775,000**
Assessed Value	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year…**	**Year 20**	**Total**
Single Family (Small Lots)	$5,276,700	$5,276,700	$5,276,700	$5,276,700	$5,276,700	$5,276,700		$0	$34,501,500
Single Family (Large Lots)	$0	$0	$811,800	$811,800	$811,800	$811,800		$0	$3,247,200
Multi-family	$6,575,580	$6,575,580	$0	$0	$0	$0		$0	$13,151,160
Commercial						$1,904,175		$1,904,175	$28,562,625
Cumulative Assessed Value	**$11,852,280**	**$23,704,560**	**$29,793,060**	**$35,881,560**	**$41,970,060**	**$49,962,735**		**$79,462,485**	**$79,462,485**
Property Tax Revenue	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year…**	**Year 20**	**Cumulative**
Town of Wellington			$370,596	$446,331	$522,066	$621,486		$988,434	**$13,643,124**

[2] Colorado's residential and commercial assessment rates for 2023 will be 6.765% for residential property and 27.9% for commercial property. Source: https://leg.colorado.gov/bills/sb22-238

Sales Taxes and other Taxes and Fees. The Town of Wellington charges a 3.0 percent sales tax on eligible transactions. In total, the proposed development would generate approximately $1.1 million in annual sales tax revenue at buildout (Figure 3). The proposed development would generate sales tax revenue for the Town in two ways. First, the additional population added to the Town as a result of the residential development would generate sales tax revenue by purchasing goods and services from existing businesses. According to a 2019 report written for the Town of Wellington Board of Trustees, the per capita sales tax revenue for the Town was $163 in 2018.[3] This value was updated to a 2022 value of $192 using the Consumer Price Index from the U.S. Bureau of Economic Analysis. Assuming an average household density of approximately 2.9 people per household – which is the median density of households in the Town according to the U.S. Census' American Community Survey – the residential development would increase the Town's population by approximately 3,876 people at buildout. In total, the additional population added to the Town as part of the proposed annexation is expected to generate about $744,500 per year in sales tax revenue at buildout (Figure 3).

Figure 3.
Projected Sales Tax Revenues of Proposed Sage Farms Annexation and Development

Additional Sales Tax Revenue	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Single Family (Small Lots)	$71,906	$143,812	$215,718	$287,624	$359,530	$431,436		$470,155	$8,092,198
Single Family (Large Lots)	$0	$0	$8,850	$17,700	$26,550	$35,400		$35,400	$584,099
Multi-family	$119,475	$238,949	$238,949	$238,949	$238,949	$238,949		$238,949	$4,659,513
Commercial*	-	-	-	-	-	$21,227		$318,401	$2,547,207
Total Annual Sales Tax Revenu	**$191,381**	**$382,762**	**$463,518**	**$544,274**	**$625,030**	**$727,012**		**$1,062,905**	**$15,883,017**
Other Taxes and Fees	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year…**	**Year 20**	**Total**
Other Tax and Fee Revenue	$143,633	$287,265	$347,873	$408,481	$469,089	$529,697		$558,756	**$10,008,620**

Note: Larimer County contained approximately $1.76 billion of commercial property in 2018, of which $434 million was retail space. BBC assumed that the ratio of retail commercial value to overall commercial value observed in Larimer County (25%) is a fair approximation of the square footage of the proposed development that will be dedicated to retail space. BBC further assumed that about 50 percent of retail sales would represent net new sales tax revenue for the town.

Other taxes and fees were calculated by summing the 2022 budgeted revenues for franchise fees, business licenses, land use fees, court fines, motor vehicle use tax, recreation fees and sales, vehicle registration tax, highway users tax, and motor vehicle specific ownership tax and dividing the total by the 2021 service population.

Source: BBC Research & Consulting.

Second, the proposed commercial development would generate additional sales tax from non-residents. In Northern Colorado, commercial developments are often a mix of retail, office, warehouse, and other types of commercial space. According to the Colorado Department of Local Affairs, retail space accounts for about 25 percent of the total value of commercial space in Larimer County. BBC assumed that the commercial property associated with Sage Farms will follow the County trend and be composed of 25 percent retail space with an average annual retail sales rate of $125 per square foot. Some of the tax revenue generated by the retail commercial space is already accounted for in the sales tax revenues generated by the additional residential population associated with the proposed development. Therefore, BBC assumed that 50 percent of commercial sales would result in new sales tax revenues for the town, while the other 50 percent is already accounted for in the per-capita sales tax revenue estimates. At

[3] Town of Wellington. Helpful Resources for the Board of Trustees. 2019. Available at: https://www.townofwellington.com/DocumentCenter/View/2064/Board-of-Trustees-Helpful-Resources

buildout, the commercial space is anticipated to generate about $318,400 of sales tax revenue for the Town each year.

The Town also collects other sources of tax and fee revenue from residents that are allocated to the general fund, including business licenses, franchise fees, land use fees, and court fines. In addition, the Town collects other tax and free revenue in separate funds, including the streets fund, water fund, sewer fund, drainage fund, and parks fund, part of which is transferred to the general fund. BBC estimated the per-capita value of other taxes and fees by dividing their budgeted amount for 2022 by the 2021 service population. This resulted in an annual figure of $144 per capita, which was used to project this revenue source over the twenty-year development period.[4] In total, other taxes and fees are expected to generate approximately $10.0 million over this period (Figure 3).

Water-related Revenues. BBC estimated the water-related revenues the Town would receive from the proposed annexation and development (Figure 4). BBC divided the charges for service for the water, sewer, and storm drainage funds in the Town's 2022 Budget by the 2021 estimated population.[5] Those estimates suggest the Town collects about $490 per capita for water service, $243 for sewer service, and $22 for storm drainage services each year. The per capita water and sewer service revenues were reduced by 50 percent to account for the fact that Sage Farms has two existing wells that will be used to irrigate residential, commercial, and open space on the development and that outdoor water use generally accounts for approximately 50 percent of total water use. Revenues associated with tap fees, grants, and raw water fees were excluded from the calculations as these revenues are generated by impact fees and were accounted for separately as part of BBC's analysis of one-time revenues.

Total annual revenue was estimated by multiplying the per capita revenues by the additional population added by the project. In total, the proposed annexation and development would generate about $27.4 million in water-related revenues over the twenty-year development period. At buildout, revenues for water, sewer, and storm drainage services would stabilize at approximately $1.5 million per year (Figure 4).

Figure 4.
Projected Water-Related Revenues of Proposed Sage Farms Annexation and Development

Fund	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Water Fund	$244,511	$489,022	$592,197	$695,372	$798,548	$901,723		$951,190	$17,038,039
Sewer Fund	$126,275	$252,550	$305,834	$359,118	$412,402	$465,686		$491,233	$8,799,121
Storm Drainage Fund	$22,102	$44,205	$53,531	$62,858	$72,184	$81,511		$85,982	$1,540,144
Total Annual Revenues	**$392,889**	**$785,777**	**$951,563**	**$1,117,348**	**$1,283,134**	**$1,448,919**		**$1,528,405**	**$27,377,304**

Source: BBC Research & Consulting.

[4] Other taxes and fees were calculated by summing the 2022 budgeted revenues for franchise fees, business licenses, land use fees, court fines, motor vehicle use tax, recreation fees and sales, vehicle registration tax, highway users tax, and motor vehicle specific ownership tax.

[5] Town of Wellington. 2022 Town of Wellington Budget. Available at: https://www.townofwellington.com/DocumentCenter/View/3520/2022-Town-of-Wellington-Budget-Final-

One-time Revenues

Building Fees. The Town of Wellington collects fees from developers for building permits, plan reviews, and administration fees. Building permit fees are calculated based on the value of the structure. For buildings between $100,001 and $500,000 in market value, the building permit fee is $993.75 plus $5.60 for each $1,000 over $100,001. Plan review fees are 30 percent of the building permit fee for single-family homes and 65 percent for multi-family homes and commercial development. Administration fees are 10 percent of the building permit fee.

Based on the above fees and the development assumptions, BBC anticipates average building fees of $6,487 for single-family homes on large lots, $5,311 for single-family homes on small lots, and $4,135 for multi-family units. Building fees to develop the commercial portion of the proposed project are projected to be about $454,350. In total, BBC anticipates the Town will receive about $7.2 million in building fees from the beginning of the project through buildout (Figure 5).

Figure 5.
Projected Building Fee Revenues of Proposed Sage Farms Annexation and Development

Development Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Single Family (Small Lots)	$690,463	$690,463	$690,463	$690,463	$690,463	$690,463		$0	$4,514,563
Single Family (Large Lots)	$0	$0	$103,796	$103,796	$103,796	$103,796		$0	$415,184
Multi-family	$893,214	$893,214	$0	$0	$0	$0		$0	$1,786,428
Commercial	$0.00	$0.00	$0.00	$0.00	$0.00	$30,290		$30,290	$454,350
Total Annual Revenue	**$1,583,677**	**$1,583,677**	**$794,259**	**$794,259**	**$794,259**	**$824,549**		**$30,290**	**$7,170,525**

Source: BBC Research & Consulting.

Building fee revenues are substantial, but BBC assumed that the fee levels reflect the costs the Town will incur to provide building-related services to the development. As a result, the building fees will not result in a net gain or net loss of revenue by the Town.

Impact and Tap Fees. The Town assesses development impact and tap fees on new construction. Impact fees are assessed for water, wastewater, parkland development, roads, libraries, trails, storm drainage, and fire services. Based on the Town's fees and development assumptions, BBC estimates that the Town will generate approximately $53,050 in fees per single family unit, $39,755 per multifamily unit, and about $26 per square foot of commercial development. Sage Farms has two existing wells that will be used for outdoor irrigation of residential, commercial, and open space. As a result, Sage Farms has an agreement with the Town to reduce the raw water dedication fees by 50 percent. This reduction was reflected in the analysis of impact and tap fee revenues.

Figure 6 shows the schedule of impact fee revenue collected by the Town based on the proposed development schedule in Figure 1. In total, the proposed development is projected to generate approximately $81.0 million on one-time impact and tap fee revenues. However, these revenues are expected to be offset by capital expenses of equal magnitude to expand the Town's capital

facilities, water rights, and other capital assets required to serve the proposed development. As a result, they are revenue-neutral from a fiscal impact perspective.

Figure 6.
Projected Impact and Tap Fee Revenues of Proposed Sage Farms Development

One Time Revenues	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Water Tap Fee	$2,681,500	$2,681,500	$1,131,500	$1,131,500	$1,131,500	$1,282,625		$151,125	$12,698,375
Raw Water Fee	$7,466,652	$7,466,652	$4,362,480	$4,362,480	$4,362,480	$4,947,480		$585,000	$43,249,824
Sewer Tap Fee	$3,356,200	$3,356,200	$1,416,200	$1,416,200	$1,416,200	$1,605,350		$189,150	$15,893,450
Park Fee	$346,000	$346,000	$146,000	$146,000	$146,000	$146,000		$0	$1,346,000
Road Impact Fee	$588,200	$588,200	$248,200	$248,200	$248,200	$281,350		$33,150	$2,785,450
Library Investment Fee	$86,500	$86,500	$36,500	$36,500	$36,500	$36,500		$0	$336,500
Trail Impact Fee	$155,700	$155,700	$65,700	$65,700	$65,700	$65,700		$0	$605,700
Storm Drainage Impact Fee	$290,640	$290,640	$122,640	$122,640	$122,640	$135,510		$12,870	$1,323,690
Fire Impact Fee	$512,080	$512,080	$216,080	$216,080	$216,080	$267,170		$51,090	$2,758,430
Total Annual Revenue	**$15,483,472**	**$15,483,472**	**$7,745,300**	**$7,745,300**	**$7,745,300**	**$8,767,685**		**$1,022,385**	**$80,997,419**

Source: Town of Wellington; BBC Research & Consulting.

Notes: *Water tap fees, sewer tap fees, and road impact fees for commercial development are calculated on a square foot basis assuming that the average commercial unit is 2,000 square feet in size.

Use Taxes. The proposed development would generate revenue for the Town based on the use tax applied to the value of construction materials. BBC used the projected average market value of $750,000 for single-family homes with large lots, $600,000 for single-family homes with small lots and $400,000 for multi-family dwelling units, and the Town's assumption that materials represent 50 percent of market value, to estimate the value of materials that would be taxed. Under these market value assumptions, each new single-family home on large lots will generate use tax revenues of $11,250 per unit and single-family homes on small lots will generate $9,000. Each multi-family dwelling unit will generate use tax revenue of $6,000 per unit. Commercial space will generate approximately $2,600 of use tax per square foot. For commercial construction, BBC assumed market value costs of $175 per square foot, 50 percent of which consists of material purchases. In total, the proposed development of Sage Farms would produce approximately $12.8 million in use taxes for the Town over the twenty-year development period (Figure 7).

Figure 7.
Projected One-time Use Tax Revenues of Proposed Sage Farms Annexation and Development

Use Taxes (One Time)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Single Family (Medium Lots)	$1,170,000	$1,170,000	$1,170,000	$1,170,000	$1,170,000	$1,170,000		$0	$7,650,000
Single Family (Large Lots)	$0	$0	$180,000	$180,000	$180,000	$180,000		$0	$720,000
Multi-family	$1,458,000	$1,458,000	$0	$0	$0	$0		$0	$2,916,000
Commercial	-	-	-	-	-	$102,375		$102,375	$1,535,625
Total Annual Revenue	**$2,628,000**	**$2,628,000**	**$1,350,000**	**$1,350,000**	**$1,350,000**	**$1,452,375**		**$102,375**	**$12,821,625**

Source: BBC Research & Consulting.

Recurring Expenditures

Residential and commercial developments generate additional expenses for municipalities to extend town services to new residents and businesses. The expenditures required for the Town to provide services to the proposed development were projected on a per-capita basis for residential development and an assessed value basis for commercial development.

BBC began by allocating the Town's 2022 budgeted general fund expenditures to residential and commercial development based on the ratio of the market value of residential and commercial real estate in the Town, plus an adjustment factor.[6] As a result, 95 percent of recurring expenses were allocated to residential development and 5 percent were allocated to commercial development.

The recurring expenses were then adjusted to account for the share of fixed and variable costs. Fixed costs represent overheads that do not change with service populations, such as building operating expenses, while variable expenses represent the hiring of additional staff, increased use of materials, and other expenses that increase with the service population. Based on BBCs work in other municipalities in Colorado, 75 percent of recurring expenses were assumed to be variable.

The residential share of total adjusted expenditures was divided by the Town's 2021 population to estimate the expenses in terms of costs per capita. The commercial share was divided by the assessed value of commercial real estate in the Town to estimate the expenses in terms of cost per dollar of assessed value. These figures were multiplied by the additional population and assessed commercial value of the proposed development to estimate the change in municipal service costs, as shown in Figure 8.

Water treatment, sewer collection, and storm drainage costs were set equal to their respective revenues since each fund is managed as an enterprise fund designed to recover the costs of providing service. Expenses for capital investment, water rights, and other capital costs were not included in the calculation since these costs are accounted for in the one-time expenditure calculations.

[6] State of Colorado Department of Local Affairs, Division of Property Taxation. 2021. Fifty-First Annual Report to the Governor and General Assembly. Available at: https://cdola.colorado.gov/publications/annual-reports

Figure 8.
Projected Recurring Expenses of Proposed Sage Farms Annexation and Development

Recurring Expenditures	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
General Government	$204,146	$408,293	$494,435	$580,578	$666,720	$761,282		$920,447	$15,235,595
Public Safety	$95,183	$190,366	$230,530	$270,694	$310,858	$354,947		$429,157	$7,103,583
Public Works	$116,038	$232,075	$281,039	$330,003	$378,967	$432,716		$523,186	$8,659,986
Library	$22,852	$45,703	$55,346	$64,989	$74,631	$85,216		$103,033	$1,705,437
Planning and Zoning	$65,469	$130,939	$158,565	$186,190	$213,816	$244,142		$295,186	$4,886,034
Water Treatment and Delivery	$244,511	$489,022	$592,197	$695,372	$798,548	$901,723		$951,190	$17,038,039
Sewer Collection and Treatment	$126,275	$252,550	$305,834	$359,118	$412,402	$465,686		$491,233	$8,799,121
Storm Drainage	$22,102	$44,205	$53,531	$62,858	$72,184	$81,511		$85,982	$1,540,144
Cemetery	$1,817	$3,634	$4,401	$5,168	$5,934	$6,701		$7,069	$126,618
Economic Development	$303	$606	$733	$861	$989	$1,129		$1,365	$22,602
Total Annual Expenditures	**$898,697**	**$1,797,393**	**$2,176,612**	**$2,555,831**	**$2,935,050**	**$3,335,053**		**$3,807,849**	**$65,117,157**

Source: BBC Research & Consulting.

Note: Projected recurring expenses are based on the Town of Wellington's 2022 Budget. Ninety percent of service costs are allocated to residential development and 10 percent are allocated to commercial development. Seventy-five percent of the costs allocated to residential and commercial development are assumed to increase with the service population and commercial square footage, respectively.

In total, the proposed annexation and development is expected to generate approximately $3.8 million in annual recurring expenses for the Town at buildout, starting from a low of $0.9 million in the first year and growing proportionally with pace and scale of development. Over the twenty-year development period, total recurring expenses are expected to be about $65.1 million.

One-Time Expenditures

Residential development generates additional one-time expenses for building reviews, capital purchases, and infrastructure development required to maintain building standards and service levels. As discussed above, the impact fees and building fees generated by the project are anticipated to be offset by one-time costs as shown in Figure 9.

Figure 9.
Projected One-time Expenditures of Proposed Sage Farms Development

One Time Expenditures	
Capital impacts	$80,997,419
Building reviews	$7,170,525
Total	**$88,167,944**

Source:
BBC Research & Consulting.

Summary of Fiscal Impact

Based on the above information and analysis, BBC estimates that the proposed annexation and development of Sage Farms will produce a cumulative fiscal surplus for the Town of about $12.8 million at the end of the twenty-year development period (Figure 10). The surplus includes a total of approximately $1.8 million in recurring net revenues and $12.8 million of one-time net revenues. Following buildout, the development is expected to generate a net fiscal surplus of approximately $332,017 per year.

Figure 10.
Projected Fiscal Impact Summary of Sage Farms Annexation and Development Through Twenty-Year Development Period

Item	Total
Recurring Revenue	$66,912,064
Recurring Expenditure	$65,117,157
Net Recurring	**$ 1,794,907**
One-Time Revenue	$100,989,569
One-Time Expenditure	$88,167,944
Net One-Time	**$ 12,821,625**

Source:
BBC Research & Consulting.

Board of Trustees Meeting

Date: **September 26, 2023**
Subject: **Resolution No. 34-2023 Fireworks Contract**
Presentation: Hallie Sheldon, Senior Management Analyst

BACKGROUND / DISCUSSION

On September 13, 2022, the Board of Trustees approved a contract with Bee Lake Productions, LLC. The purpose of this agreement was to deliver a fireworks show and audio/visual presentation for the annual Fourth of July celebration in 2023 with the opportunity for renewal for the 2024 Fourth of July celebration. If the Town wants to renew with Bee Lake Productions, LLC the contract states, "This Agreement may be renewed at the mutual agreement of the parties for services related to July 4, 2024 and July 4, 2025. Such renewal shall be in writing executed by both parties **no later than September 30, 2023** for July 4, 2024 services and no later than September 30, 2024 for July 4, 2025 services."

Bee Lake Productions, LLC has provided the annual fireworks show presentation for the past several years and the cost of service is outlined in the attached proposal. Bee Lake Productions, LLC request a total of $42,870 for the fireworks show. Bee Lake Productions, LLC also provided an optional audio/video production for an additional $10,000. The addition of the audio/video presentation with the fireworks show would result in a contract award of $52,870. The cost of the audio/video production is $2,000 less this year due to the fact that the video was not displayed in 2023 because of inclement weather. Bee Lake Productions, LLC plans to revise the 2023 video for the 2024 display. Please see the table below with the breakdown as well as the attachment included in the packet from Bee Lake Productions for a more detailed explanation of costs.

Bee Lake Productions LLC has agreed to follow all applicable federal, state, and local laws and regulations. The Town has worked with Bee Lake Productions LLC for several years and have not had any violations related to the show.

Bee Lake Production Services Cost Breakdown	
Items	*Cost*
Fireworks Display	$ 42,870.00
Audio/Video Production	$ 10,000.00
Total	$ 52,870.00

Staff is seeking guidance on the 2024 Fireworks Contract Award:

- Does the Board want to set a not to exceed amount?
- Does the Board want to approve the audio/video portion of the contract?

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:
1. Approve Resolution No. 34-2023
2. Approve Resolution No. 34-2023 with amendments as the Board of Trustees deems appropriate
3. Postpone consideration of Resolution No. 34-2023 to a specific date and time and provide staff direction regarding additional information or amendments
4. Vote to deny Resolution No. 34-2023

ATTACHMENTS

1. Reso 34-2023 - Approving Fireworks Contract Renewal
2. 2024 Executed Fireworks Contract_BeeLakeProductions

TOWN OF WELLINGTON

RESOLUTION NO. 34-2023

A RESOLUTION APPROVING A CONTRACT RENEWAL WITH BEE LAKE PRODUCTIONS, LLC TO PROVIDE A FIREWORKS PRESENTATION ON JULY 4, 2024.

WHEREAS, the Town of Wellington hosts a Fourth of July celebration annually; and

WHEREAS, the Board of Trustees provide a fireworks presentation annually to commemorate the celebration of the Fourth of July; and

WHEREAS, the Town of Wellington approved a contract with Bee Lake Productions, LLC to provide fireworks services for 2023 with the opportunity for renewal in 2024 on September 13, 2022; and

WHEREAS, Bee Lake Productions, LLC has met the requirements and has provided excellent presentations of fireworks in years past.

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

1. The renewal of the Professional Services Agreement between the Town of Wellington and Bee Lake Productions, LLC is hereby approved.
2. A copy of the Professional Services Agreement is attached hereto and made a part hereof.
3. The Town of Wellington hereby authorizes the Town Administrator of the Town to execute the Professional Services Agreement on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of September, 2023.

TOWN OF WELLINGTON, COLORADO

By:_____
Calar Chaussee, Mayor

ATTEST:

_____
Ethan Muhs, Town Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this 26th day of September, 2023, between THE TOWN OF WELLINGTON, COLORADO, a Colorado statutory municipality ("Town"), and BEE LAKE PRODUCTIONS, LLC ("Contractor").

AGREEMENT

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **Scope of Services.** The Contractor agrees to provide services in accordance with the Scope of Work.
2. **Contract Period.** This Agreement shall commence on the date executed by all parties and shall continue in full force and effect until all services related to July 4, 2024 contemplated in Exhibit A are completed, unless sooner terminated as herein provided.
3. **Renewal.** This Agreement may be renewed at the mutual agreement of the parties for services related to July 4, 2025. Such renewal shall be in writing executed by both parties no later than September 30, 2024 for July 4, 2025 services.
4. **Termination.** If the performance by either party under this Agreement is delayed in whole or in part by unforeseen causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be granted an extension of time to accommodate such unforeseen cause. For example, if weather or other environmental conditions on the planned performance date prevent Contractor from completing the performance, the Town shall grant an extension of time for such performance to take place when weather permits. If, despite such extension of time, Contractor is prevented from performance, or the Town concludes that the performance cannot take place, then this Agreement shall be terminated.
   If this Agreement is terminated due to default of this Agreement by Contractor, all amounts paid by the Town to Contractor shall be refunded.
   In the event of termination for reasons other than default by Contractor, Contractor shall provide to town an itemized invoice of all costs incurred prior to the date of termination. In such an event, Contractor may retain funds paid to contractor by the Town to cover incurred costs, but the Town will not be obligated to cover any costs by Contractor exceeding eighty percent (80%) of the Contract Sum identified in Section 6, below.

5. **Notice**.

   All notices provided under this Agreement shall be effective when mailed by first-class United States mail, postage prepaid and addressed as follows:

   Town:
   Town of Wellington
   Attn: Patti Garcia
   3735 Cleveland Ave

P.O. Box 127
Wellington, CO 80549

Contractor:
Bee Lake Production, LLC
Attn: Bryan Ehrlich
2151 Bee Lake Road
Wellington, CO 80549

6. **Contract Sum.** The Town shall pay the Contractor a total of __$52,870_____ for the services contemplated under this Contract for the Year 2024.

7. **Payment Terms.** Contractor shall invoice the Town for 80% of the agreed Contract Sum on or before March 15, 2024 and March 15 of subsequent years for advanced deposit of services and materials provided to be paid by the Town no later than April st 1 , 2024 and April 1st of subsequent years. Contractor will invoice The Town for the remaining 20% of the agreed Contract Sum after satisfactory completion of Contractors obligations and before July 10, 2024 or July 10 of subsequent years and will be paid by The Town on or before July 25, 2024 or July 25 of subsequent years.

8. **Town Representative.** The Town's representative to make decisions with reference to the services provided under this Agreement shall be the Town Administrator.

9. **Independent Contractor.** The services to be performed by Contractor are those of an independent Contractor and not of an employee of the Town of Wellington. The Town shall not be responsible for withholding any portion of Contractor 's compensation hereunder for the payment of FICA.

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR IS NOT ACTING AS AN EMPLOYEE BUT AS AN INDEPENDENT CONTRACTOR ("CONTRACTOR"), AND REPRESENTS THE TOWN THAT CONTRACTOR IS ENGAGED IN AN INDEPENDENT TRADE, OCCUPATION, PROFESSION, OR BUSINESS RELATED TO SERVICE PERFORMED FOR OWNER, INCLUDING AT OWNER'S PROPERTIES, AND CONTRACTOR FURTHER ACKNOWLEDGES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION, UNEMPLOYMENT, WAGE WITHHOLDING OR OTHER BENEFITS, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THE CONTRACT RELATIONSHIP, TO THE EXTENT CONTRACTOR UTILIZES THE SERVICE OF ANY EMPLOYEE OR OTHER PARTY TO PERFORM WORK HEREUNDER CONTRACTOR SHALL INSURE THAT ALL EMPLOYMENT OBLIGATIONS ARE MET INCLUDING PROVISION OF WORKMEN'S COMPENSATION, UNEMPLOYMENT AND WITHHOLDING AS LEGALLY REQUIRED.

10. **Personal Services.** It is understood that the Town enters into the Agreement based on the special abilities of the Contractor and Bryan Ehrlich and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the Town.

11. **Acceptance Not Waiver.** The Town's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Town under this Agreement or cause of action arising out of performance of this Agreement.
12. **Warranty.** Contractor warrants that all services performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
13. **Default.** Each term and condition hereof shall be deemed to be a material element of this Agreement. If either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.
14. **Remedies.** In the event a party has been declared in default, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event of litigation between the parties under this Agreement, each party shall bear its own attorney fees and costs.
15. **Binding Effect.** This Agreement, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Promises, undertakings or representations not set forth in this Agreement shall not be binding on the parties.
16. **Indemnity/Insurance.**
    a. The Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder. Such duty of indemnification shall extend to all costs incurred by the Town in defense of such claims.
    b. The Contractor acknowledges that pyrotechnics are by their nature capable of injury to persons and damage to property. The Contractor shall take all reasonable precautions in performing the work hereunder to prevent injury to persons or damage to property.
    c. Without limiting any of the Contractor 's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the Town as an additional insured as required in the attached scope of work, a certificate of insurance from an insurer acceptable to the Town shall be provided no later than May 31 preceding any performance.
17. **Law/Severability.** The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
18. **Prohibition Against Employing Illegal Aliens.** This paragraph shall apply to all Contractors whose performance of work under this Agreement 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:

a. As of the date of this Agreement:
    i. Contractor does not knowingly employ or contract with an illegal alien; and
    ii. 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.
b. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
c. 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.
d. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
    i. 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
    ii. 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.
f. 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.
g. If Contractor violates a provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Agreement. If this Agreement 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.

h. The Town will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the Town terminates the Agreement for such breach.

TOWN OF WELLINGTON, COLORADO

By: _____

Patti Garcia, Town Administrator/Clerk

ATTEST:

_____

Hallie Sheldon, Senior Management Analyst

BEE LAKE PRODUCTIONS, LLC

By: _____

Bryan, Ehrlich, sole member

Exhibit A

SCOPE OF WORK

1. **Weather/Environmental Conditions and Duration of Show.** The Contractor shall provide a Scripted Pyro-musical choreographed for the display. Video and Audio services will be the responsibility of the Contractor and be engineered to support the viewing and listening of the spectator area. The fireworks display and video display of the same magnitude or a heightened magnitude as in the year prior to this contract, shall commence on July 4, 2024 at approximately 9:15 p.m. and continue, uninterrupted, for Approximately 45 minutes, subject the weather and environmental conditions suitable to permit a display. As required by insurance policy, an alternate shoot date will be established between the Town and the Contractor in the event it is mutually understood and agreed that should inclement weather or environmental conditions (i.e. severe drought conditions) prevent the display on the appointed day, the Town and the Contractor shall immediately postpone the shoot to the prearranged postponement date. It is agreed and understood by the Town and the Contractor that the Contractor will confirm set up with the Town on the day of the event and, thereafter, if the fireworks have been taken out and set up before the inclement weather prevails, then such exhibitions of fireworks must be carried out in the best possible manner without any deductions from the compensation due the Contractor.

   Contractor, within 45 days of July 4th shall provide the Town for approval with a menu of fireworks and the intended presentation. The Town may object to the presented materials and Contractor will accommodate reasonable requested changes to the proposed presentation.
2. **Contractor's Personnel:**
   a. The Contractor shall furnish trained personnel authorized to serve as their agents in presenting the fireworks displays, The Contractor shall furnish a crew of adequate size, trained in the presentation of fireworks displays to perform all duties necessary for the set-up, presentation, and clean-up of the fireworks display. The Contractor shall appoint a crew foreman, who shall be duly authorized to serve as their agent and make any decision necessary during the set-up, presentation, and clean-up of the fireworks display. The crew shall arrive at least twelve (12) hours prior to the event. Crew members shall not be employees of the Town. Contractor crew members will be insured under Contractor's required insurance and Contractor shall be obligated for all compensation, employment benefits, statutory withholding, including workers compensation as may be required by applicable law.
   b. The Town Administrator/Clerk shall be contacted at least forty-five (45) days prior to the event with the name of the pyrotechnician responsible for shooting the show. It shall be the responsibility of the pyrotechnician to contact the Town Administrator/Clerk at least thirty (30) days prior to the event to discuss any issues that need to be finalized and to obtain approvals from the Town on the day of or immediately prior to the day of the event to proceed.
3. **Shooting Site.** The Town will provide the location for the Shoot Site. The Shoot Site shall be suitable for the firing of a professional fireworks display. The Contractor will

inspect the Shoot Site for any incumbrances, hazards or limitations that would cause undue risk for the Contractor, spectators, or Town. (i.e. Shoot Site display and fallout area is overgrown with vegetation which increases a risk of fire), In the event such hazard exists, the Town will provide the mitigation or removal of such hazard. Contract agrees to support the Town with mitigation efforts but is not responsible for the mitigation. For the year 2024, the show will be shot from the Thimmig property, located on 6th Street directly east of the Wellington Middle School (the "site"). If the shoot site is deemed unavailable for any reason by either party or AHJ, a new shoot site must be proposed by the Town at least 180 days prior to the event. In the event a suitable and acceptable shoot site is not provided, or a change to the approved shoot site is needed for any reason, causing the cancellation of the event, less than 180 days prior to the event, Town will be responsible for any costs incurred to the Contractor as to the purchase of firework product or supplies and the parties shall arrange for product and supplies purchased by the Town to be turned over to the Town or stored by Contractor.

4. **Town Provisions.** The Town will not be obligated to provide labor, material, or equipment to secure the site. Shoot site will be secured by Contractor, with Town's approval and cooperation, as required by approval of the AHJ and the Contractor. Contractor will follow all applicable laws, regulations, and policies, including as set forth by Bureau of Alcohol Tobacco, Firearms and Explosives (BATFE) and Colorado Division of Fire Safety (CDFS) as it relates to safety precautions concerning shoot site, display area, fall out area, security boundaries and monitoring of site at all times while 1.3g Class B or 1.4g Professional Class C firework products are on site. Contractor will provide all means to secure the shoot site under these requirements as a part of contract.
5. **Police Protection and Permits.** The Contractor is responsible for providing Contactors' security at the shooting site at all times including after equipment has been located to the site. The Contractor must obtain all necessary licensing and permits, including but not limited to a Public Display of Fireworks Permit and must adhere to the 2018 International Fire Code as adopted with amendments or current issue and NFPA 1123 current edition. Failure of Contractor to submit necessary licensing and permit applications and materials by the applicable deadlines shall constitute a beach of this Agreement and shall obligate Contractor to pay for any additional costs incurred by the Town due to the late submission. For example, if a late submission by Contractor results in the Town having to pay overtime for grounds staff to comply with mitigation requirements, Contractor would compensate the Town for that overtime work that could have been avoided by a timely submission.
6. **Safety Representative.** The Wellington Fire Protection District (the "Fire District") shall act as the Authority Having Jurisdiction ("AHJ") to provide safety inspections and oversight. The AHJ will have authority to determine whether the show may be shot and the AHJ may stop the show, including if an AHJ representative determines that the safety of citizens and or the shooters is jeopardized.
7. **Safety.** Contractor will strictly comply with all safety requirements and best practices as established by the American Pyrotechnics Association (APA) or Pyrotechnics Guild International (PGI) for the safe and effective performance for shooting a firework display as described here. The show must be a completely electronically-shot show. The Contractor provided shooter shall remain outside the display area perimeter and within the fallout area of the shoot site. Contractor shall also provide a minimum of 4 spotters to

monitor the fireworks display area, shooting performance and shell detonation as prescribed by the fireworks manufacturer. Spotters shall position to adequately monitor the show from outside the display site area, and within the fallout area of the shoot site. Only one shell per mortar tube will be allowed. No reloading of tubes will be allowed. In the event of inclement weather, and when determined by the AHJ or the Contractor, mortar tube adjustment for wind direction will be made prior to the start of the show. No one other than the Contractor or Contractor's pyrotechnician crew members will be allowed to handle the shells. Shooters shall wear fire resistant FR rated clothing, or 100% cotton clothing as approved by the NFPA and CDFS. No nylon clothing will be allowed.

8. **Set Up.** The display needs to be completely set up, tested, and inspected at least one (1) hours prior to the scheduled commencement time. If the Shoot Site is available, mortar tubes can be set, backfilled, and ready for inspection forty-eight (48) hours prior to the scheduled commencement time.
9. **Clean-up.** The Contractor will be responsible for cleanup and policing of the shooting site including the removal of all unexploded fireworks, removal of frames, mortars and other debris left as a result of the shooting of the fireworks display including as provided per National Fire Protection Association Code 1123.
10. **Insurance.**
    a. The Contractor will provide, from insurance companies acceptable to the Town, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Contractor shall furnish the Town with certificates of insurance, in a form acceptable to the Town, showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement. The Town shall approve insurance coverage (the "Insurance Requirement") in writing.

       At a minimum Contractor agrees to provide public liability and property damage insurance coverage, including spectator coverage in the amount of $5,000,000 as a total combined coverage from the Contractor ($3,000,000) and the Fireworks Manufacturer ($2,000,000). Contractor shall provide a certificate of insurance to the Town a minimum of 30 days before the event listing the Town and an additional insured on the policy. Additionally, Contractor will not terminate or modify such insurance policy without written notice of such change, two weeks prior to the change. In the event of a claim by the Town, Contractor agrees to pay any deductible under the policy, which deductible shall not be greater than $5,000.
    b. The insurance evidenced by this insurance certificate will provide that "the insurance may not be cancelled or materially altered, except after ten {10) days written notice to the Town of Wellington, Colorado."
    c. In case of the breach of any provision of the Insurance Requirements, the Town, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the Town may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement. The Town, its officers, agents and employees shall be named as an additional insured on the Contractor 's general liability insurance policies for any claims arising out of work performed under this Agreement.

d. The following minimum Insurance coverage will be provided by Contractor:

i. Employer's Liability. The Contractor shall maintain during the life of this Agreement for all of the Contractor's employees engaged in work performed under this agreement:

1. To the extent required by applicable law, Workers' Compensation insurance with statutory limits as required by Colorado law.

ii. Employer's Liability insurance with limits of $1,000,000 per accident, $1,000,000 disease aggregate, and $1,000,000 disease each employee.

iii. Commercial, General, and Vehicle Liability. The Contractor shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than $1,000,000 combined single limits for bodily injury and property damage.

iv. In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance. All subcontractors shall be approved by the Town and provide proof of workman's compensation to the Town.

11. Misfires. Contractor agrees that after post-show inspection, any misfire product will be returned to the supplier to be destroyed under the provisions of NFPA 1123. Any product deemed unfired, and in good condition will be reported to the Town and can be stored for use in a later show. Should the Town elect to terminate the contract before the opportunity to use unfired products. Contractor will refund the wholesale cost of the product to the Town.

12. Attachments.

a. Attachment A: Video Presentation and Pyro-musical Display Firework Proposal and Pricing



2024 July 4th Professional Fireworks Display

Bee Lake Productions
2151 Bee Lake Road, Wellington, CO 80549
970-568-7175
behrlich09@gmail.com

AT THE TIME OF THE PROPOSAL DATE, FIRM PRICING FOR FIREWORKS, INSURANCE AND LABOR WAS NOT AVAILABLE, PRICING IS BASED ON BEST ESTIMATES AVAILBLE FROM MULTIPLE SOURCES. PRICING VARIATIONS INCLUDE INFLATION/COST OF LIVING, SHIPPING COSTS AND AVAILABILITY. BEE LAKE PRODUCTIONS WILL MAKE EVERY EFFORT TO WORK WITH TOWN OF WELLINGTON TO REACH AN AGREEABLE PRICING STRUCTURE. HIGHLIGHTED ITEMS ARE SUBJECT TO PRICE ADJUSTMENTS.

CUSTOMER

Town of Wellington, CO

ESTIMATE NO

2024 Proposal

DATE

9/21/2023

ADDRESS

3735 Cleveland Avenue

CITY/STATE/ZIP

Wellington, CO 80549

PAYMENT TERMS

80% at Contract Annual firm pricing approval 20% after completion of yearly display.

DUE DATE

4/10/2024

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	July 4th Video Presentation-Pyro-musical Fireworks Display		**$52,870.00**
	Consisting of the following:		**$0.00**
1	Fireworks Product (itemized list attached)	incl	**$22,974.00**
1	Rental of Pyrotechnic Equipment (itemized list attached)	incl	**$5,546.00**
1	$1,000,000 each occurance/$2,000,000 General Aggregate + $2,000 000 General Liability Insurance	incl	**$6,800.00**
1	Flood Lighting Rental (2 Light Trailers)	incl	**$350.00**
1	Labor for Pyrotechnic show (includes prep, set up staging, loading firing, inspection and clean up)	incl	**$4,600.00**
1	Storage Magazine rental	incl	**$1,800.00**
1	Historic Video Production - Approx., 20 Minute video	*$2,500.00*	**$500.00**
1	Pyro Musical Scripting and Sequencing	*$2,000.00*	**$2,000.00**
1	Video Screen/Projection, Sound and Audio Rental	*$7,000.00*	**$7,000.00**
1	FM Transmission of audio	*$500.00*	**$500.00**
1	WFPD Professional Firefighters (two trucks + 4 staff)	incl	**$0.00**
1	WFPD Permtting		**$800.00**
		SUBTOTAL	**$52,870.00**
		TAX RATE	**0.00%**
		SALES TAX	**$0.00**
		OTHER	
		TOTAL	**$52,870.00**

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Bee Lake Productions offers a full "turn-key" Proposal. Proposal is for 100% Acceptance of all line items.

At time of proposal date firm pricing for Fireworks, Insurance, and Labor was not available. Pricing based on best estimates avaiable with consideration of inflation/cost of living, avaiability and status

Bee Lake Productions will provide Certificate of Insurance with named insureds by May 1, 2021

SALES TAX NOT INCLUDED Town of Wellington must provide Tax exempt certificate if claiming Tax Exempt for Fireworks Product and Rental charges. (TBD @6.7%)

Contact Year 2023 will be subject to price adjustment based on any, but not limited to, the following contract items. Fireworks Product, Liability Insurance, Labor, Safety Lighting, Storage rental costs.
Pricing for Pyrotechnic Equipment will remain FIRM for all contract years,
Wellington is provided the option of added services to the contract any or for all of the optional items in the proposal overview. These include Video Production, Pyro-musical Scripting, FM Transmission of Audio and Video Screen/Audio Equiupment Rental.
Contract Pricing will remain FIRM through the contract for optional items should Wellington opt to add to the contract. These include Video Production, Pyro-musical Scripting, FM Transmission of Audio. Audio/Video Equipment Rental will be adjusted on a as needed basis.

Date

Sign Below to Accept Quote:

Authorized Rep



2024 July 4th Professional Fireworks Display

Bee Lake Productions
2151 Bee Lake Road, Wellington, CO 80549
970-568-7175
behrlich09@gmail.com

THE FOLLOWING PROPOSED FIREWORKS REPRESENT A SAMPLE OF FIREWORKS CONSISTING OF 1.3G SHELLS, 1,3G/1,4PRO CAKES/SLICES. AT THE TIME OF PROPOSAL, EXACT AVAILABILITY OF MANUFACTURER, QUANTITIES OR VARIETY WAS NOT AVAILABLE. A FIRM DETAIL OF PRODUCT EQUAL TO OR EXCEEDING THE FOLLOWING WILL BE PROVIDED

CUSTOMER

Town of Wellington, CO

ESTIMATE NO

2024 Proposal

DATE

9/20/2023

ADDRESS

3735 Cleveland Avenue

CITY/STATE/ZIP

Wellington, CO 80549

PAYMENT TERMS

80% at contract approval 20% after completion

DUE DATE

QUANTITY	DESCRIPTION	SHELL SIZE	BREAKS
1	**Freedom RWB Display Shells - 72**	3"	72
1	**Flower King Aidpsay Assortment -72**	3"	72
1	**Lidu Assortment B Display Shells - 36**	4"	36
1	**Wizard Assortment B Display Shells - 36**	4"	36
1	**Freedom RWB Display Shells - 36**	4"	36
1	**Vulcan Stained Glass Assortmenmt**	5"	18
1	**T-Sky** showcase assorted shells - **D**	5"	18
1	**Vulcan** premium assorted shells- A	5"	18
1	**Vulcan** premium assorted shells- C	5"	18
1	**Freedom USA Pattern Assortment**	5"	6
1	**T-Sky** showcase assorted shells - A	6"	9
1	**T-Sky** showcase assorted shells - B	6"	9
2	**T-Sky Long Durational Showcase- Extended Time effects**	6"	18
1	**Flower King asst 9 effects - 9 shells**	6"	9

4/10/2024

Shell Count by Size

3" - 233

4" - 140

5" - 102

6" - 114

8" - 12

1	**Vulcan** premium assorted shells- A	6"	9
1	**Vulcan** premium assorted shells- B	6"	9
1	**Vulcan** premium assorted shells- GHOST	6"	6
1	**Dominator Assortmnet D Display Shells**	6"	9
1	**Titanium Salute (ball)**	3"	41
3	**chained ball salute w/ tail - chained is sets of 10 - 10**	3"	27
1	**white strobe comet**	3"	6
3	**red star comet**	3"	12
1	**blue star comet**	3"	3
4	**red chrysanthemum w/ red tail**	4"	8
4	**silver chrysanthemum w/ silver tail**	4"	8
4	**blue chrysanthemum w/ blue tail**	4"	8
4	**Green Bowtie w Red ring**	4"	4
4	**Blue Bowtie w Golden ring**	4"	4
2	**gold orido nishiki w/ big blue pistil**	5"	2
2	**gold orido nishiki w/ red strobe pistil**	5"	2
1	**brocade flower crown bowtie w/ red ring**	5"	1
1	**god of wealth horsetail w/ red falling leaves**	5"	2
4	**special white strobe**	5"	4
1	**red dark red**	5"	1
1	**cycus bloom to color tips**	5"	2
2	**cylinder shell - silver dragon w/ red and blue strobe core**	5"	2

1	stacked color bands	5"	2
1	lemon glittering waterfall	5"	1
1	orange strobe waterfall	5"	1
1	blue peony w/ red coconut w/ brocade pistil w/ brocade tail	5"	1
3	Smile face w time rain ring	5"	3
2	midnight snow to red with blue pistil	6"	1
2	midnight snow double ring w/ blue pistil	6"	1
2	pixie dust willow	6"	1
2	red chrysanthemum w/ red tail	6"	2
2	silver chrysanthemum w/ silver tail	6"	2
2	blue chrysanthemum w/ blue tail	6"	2
2	nishiki kamuro niagara falls	6"	2
1	gold orido nishiki w/ big blue pistil	6"	1
1	gold orido nishiki w/ red strobe pistil	6"	1
2	god of wealth brocade w/ green strobe pistil	6"	1
1	blue ring w/ yellow star	6"	1
3	ring - three ring (red / green / blue)	6"	2
2	8 point chrys. stained glass w/ red ring	6"	2
2	multi-row flower w/ brocade flower crown pistil	6"	2
2	red heart	6"	2
1	lemon glittering waterfall	6"	1
2	blue peony w/ red coconut w/ brocade pistil w/ brocade tail	6"	4
1	smile face to strobe crossette ring	6"	1

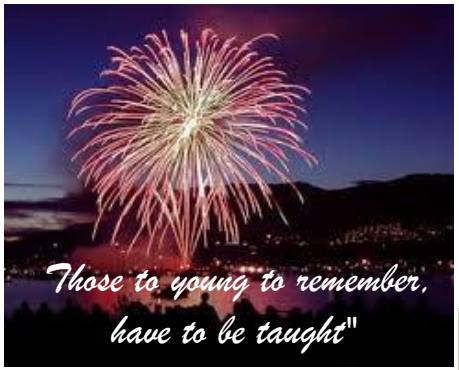
2	red three swordsmen (red palm tree wave)	6"	2
2	half red half blue w/ brocade ring and flower wave	6"	2
1	Green Bowtie w Red ring	6"	1
1	Blue Bowtie w Golden ring	6"	1
1	Ghost Shell - red to green to crackle	8"	1
1	red to blue to silver crackling w/ golden strobe to silver cracklking pistil w/ tail	8"	1
1	God of Wealth Horsetail w/ red falling leaves pistil	8"	1
1	Golden strobe to blue w/ golden strobe to red pistil	8"	1
1	color peony changing to color strobe w/ crossette pistil	8"	1
1	half red half blue w/ brocade ring w/ tail	8"	1
1	large gold willow to variegated	8"	1
1	gold orido nishiki with red strobe pistil	8"	1
1	blue sunflower with tail	8"	1
1	red, dark, lemon, dark, delayed crackle w/ green to purple pistil	8"	1
1	crackling willow ring with smile face	8"	1
1	color crossette	8"	1

Quantity	Multiu-Shot Cakes, Fans and Slices 1.3G and 1.4g PRO	Size	Shots
2	2.5" nights over America 5x5 fan red white and blue flash break chrysanthemums w/ r,w,b tails (25sh peanut = 50 breaks)	3"	100
2	2" freedom reigns 5x10 fan red white and blue flash break chrysanthemums w/ r,w,b tails (50sh peanut = 100 breaks)	2.5"	200
1	2" gold whirl to blue & purple peony crackling now w/ gold, blue & purple tails (50sh peanut = 100 breaks)	2"	100

1	blue tail brocade crown, brocade crown blue mine	1"	100
1	fan shaped - red / green w/ time rain tail	1"	300
1	fan shaped - special red + sky-blue and white strobe, special red w/ white strobe mines	1"	150
1	fan shaped - brocade crown to green flashing mine to red green blue peony time rain	1"	140
1	fan shaped - big gold coconut blue mine	1"	120
1	TBD Fan Cake - Red White Glittering Willow to Blue mine	1"	130
1	"Z" shaped - color glittering tail blue mine	1"	200
2	"Z" shaped - red white blue comet to report	1"	400
1	"Z" shaped - colorful falling leaves	1"	150
1	"Z" shaped - big silver tourbillion	1"	100
750	e-match / "Igniter" / "squib" 3 Meter Leads - from Wizard International LTD		
1	e-match to quick match connector Safer, quicker and more secure. 50pc per case		
	TOTAL DISPLAY SHELL BREAKS		594
	TOTAL MULTI-SHOT CAKE BREAKS		2190
	TOTAL BREAKS		2784

Sign Below to Accept Quote:

Authorized Rep Date



2024 July 4th Professional Fireworks Display

Bee Lake Productions 2151 Bee Lake Road, Wellington, CO 80549
970-568-7175 behrlich09@gmail.com

CUSTOMER

Town of Wellington, CO

ESTIMATE NO

2024 Proposal

DATE

9/20/2023

ADDRESS

3735 Cleveland Avenue

CITY/STATE/ZIP

Wellington, CO 80549

PAYMENT TERMS

QUANTITY	DESCRIPTION	MORTARS	RACKS
1	3" Fiberglass Mortars/ 12 Position Wood Racks	233	19
1	4" Fiberglass Mortars/ 8 Position Wood Racks	144	18
1	5" Fiberglass Mortars/ 6 Position Wood Racks	108	18
1	6" Fiberglass Mortars/ 6 Position Wood Racks	114	19
1	8" Fiberglass Mortars/ Direct Bury	12	n/a
39	Cobra 18M Field Modules	n/a	n/a
1	Cobra 18R2 Remotre Controller	n/a	n/a

80% at contract approval
20% after completion

DUE DATE

4/10/2024

Shell Count by Size

3" - 233

4" - 140

5" - 102

6" - 114

8" - 12

Sign Below to Accept Quote:

Authorized Rep Date

Board of Trustees Meeting

Date: **September 26, 2023**
Subject: **Letter of Support for Safe Routes to School 2023 Reconnecting Communities Community Planning Grant**

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

BACKGROUND / DISCUSSION

Wellington Safe Routes to School (SRTS) has requested the Town of Wellington provide a letter of support for a grant application. SRTS intends to submit an application for a Community Planning Grant for the Reconnecting Communities Pilot (RCP) Program which is funded through the Department of Transportation. The Planning Grant is for planning activities for future construction projects and allows for innovative community planning to address localized transportation challenges. The Department of Transportation may award up to $50M of the RCP funds for eligible public engagement, feasibility studies and other planning activities with the maximum award being $2M. Eligible applicants for an RCP Community Planning Grant include non-profit organizations. As Wellington Safe Routes to School is a 501(c)3, it can apply as a non-profit without requiring the Town of Wellington to partner on the grant application.

SRTS will be applying for a $500,000 grant that requires a 20% match which will be achieved through in-kind support, fundraising and potentially other grant funds. SRTS feels confident that they can meet the match with in-kind support. Their intent is to use consultants and studies to develop a plan that addresses Wellington's connectivity and safety issues along with assuring that the final product aligns with the town's Comprehensive Plan. There have not been any requests for town support (financially or in-kind) but I understand that there will be an opportunity to be part of the process to assure any final work projects are compliant with town requirements and standards.

The grant application deadline is September 28, 2023. The Larimer County Commissioners have been requested to provide a letter of support as well.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:
1. Approve the Letter of Support for Safe Routes to School
2. Approve the Letter of Support for Safe Routes to School with amendments as the Board of Trustees deems appropriate
3. Vote to deny the Letter of Support for Safe Routes to School

ATTACHMENTS

1. SRTS_RCN_Letter of Support_09.26.23

September 26, 2024

US Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: 2023 Reconnecting Communities Community Planning Grant

To whom it may concern:

This is a letter of support for the Wellington Safe Routes to School (SRTS) Community Planning Grant application for the Reconnecting Communities Pilot (RCN) Program.

Wellington Safe Routes to School is a 501(c)3 which has identified inequities in the town's transportation system which are due to a community divided by a federal highway, a state highway and the Burlington Northern Santa Fe (BSNF) railroad. The Town of Wellington supports the application to the RCN Program which seeks to address issues related to transportation infrastructure. The Town understands that RCN accomplishes this through supporting communities, such as Wellington, Colorado, in their goal to increase access for residents to destinations such as jobs, schools, recreation, healthcare, shopping opportunities and park space.

If awarded the Community Planning Grant, SRTS intends to contract with consultants to develop a plan that addresses Wellington's connectivity and safety issues which would align with the Town's Comprehensive Plan.

This grant would be an opportunity for SRTS to address legacy transportation issues which have plagued Wellington for years and have created safety problems for residents and in particular, children, as they try to get to school over a federal highway.

Thank you for providing the opportunity for Wellington Safe Routes to School to apply for the Community Planning Grant.

Respectfully,

Calar Chaussee, Mayor
Town of Wellington

Board of Trustees Meeting

Date: **September 26, 2023**
Subject: **July 2023 Report of Bills**

BACKGROUND / DISCUSSION

July 2023 Report of Bills.

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. July Payables

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount		
57090										
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	*REGISTRAT	201-14-5335	899.00-	899.00-		FRAUDULENT CHARGE REFUND
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	*REGISTRAT	201-14-5335	899.00	899.00	V	FRAUDULENT CHARGE REFUND
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ABSOLUTE	210-51-5401	765.00	765.00		MARKETING MATERIALS FOR EVENTS AND PARK N PLAYS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ABSOLUTE	210-51-5401	765.00-	765.00-	V	MARKETING MATERIALS FOR EVENTS AND PARK N PLAYS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ABSOLUTE	210-51-5401	904.55	904.55		MARKETING MATERIALS FOR EVENTS AND PARK N PLAYS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ABSOLUTE	210-51-5401	904.55-	904.55-	V	MARKETING MATERIALS FOR EVENTS AND PARK N PLAYS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ABSOLUTE	210-51-5401	470.00	470.00		MARKETING MATERIALS FOR EVENTS AND PARK N PLAYS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ABSOLUTE	210-51-5401	470.00-	470.00-	V	MARKETING MATERIALS FOR EVENTS AND PARK N PLAYS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ADOBE	201-17-5579	19.99	19.99		MONTHLY SOFTWARE RENEWAL FOR ALEX E (DOESN'T HAVE A P-CARD)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ADOBE	201-17-5579	19.99-	19.99-	V	MONTHLY SOFTWARE RENEWAL FOR ALEX E (DOESN'T HAVE A P-CARD)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ADOBE	201-17-5579	54.99	54.99		ADOBE CREATIVE CLOUD
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ADOBE	201-17-5579	54.99-	54.99-	V	ADOBE CREATIVE CLOUD
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AFC SERVIC	201-11-5192	153.00	153.00		FIRE EXTINGUISHERS ANNUAL MAINTENANCE @ 4TH OF JULY
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AFC SERVIC	201-11-5192	153.00-	153.00-	V	FIRE EXTINGUISHERS ANNUAL MAINTENANCE @ 4TH OF JULY
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	26.98	26.98		PLASTIC PAINT PALETTES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	26.98-	26.98-	V	PLASTIC PAINT PALETTES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5370	257.79	257.79		SAFETY APPAREL FOR NEW WTP EMPLOYEE OSCAR
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5370	257.79-	257.79-	V	SAFETY APPAREL FOR NEW WTP EMPLOYEE OSCAR
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	28.65	28.65		RUBBER BANDS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	28.65-	28.65-	V	RUBBER BANDS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	48.98	48.98		TAPE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	48.98-	48.98-	V	TAPE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	74.67	74.67		SUPPLY WITH 1/2 SENIOR CENTER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	74.67-	74.67-	V	SUPPLY WITH 1/2 SENIOR CENTER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-49-5367	564.00	564.00		CENTENNIAL PARK SECURITY CAMERAS (PER RECOMMENDATION OF SG
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-49-5367	564.00-	564.00-	V	CENTENNIAL PARK SECURITY CAMERAS (PER RECOMMENDATION OF SG
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ANN LINCOL	201-55-5337	450.00	450.00		SRP FOAM PARTY EVENT
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ANN LINCOL	201-55-5337	450.00-	450.00-	V	SRP FOAM PARTY EVENT
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	APPLE.COM	201-17-5579	2.99	2.99		PHOTO STORAGE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	APPLE.COM	201-17-5579	2.99-	2.99-	V	PHOTO STORAGE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BESTBUY.C	205-34-5384	301.13	301.13		REPLACEMENT ROUTER FOR WWTP
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BESTBUY.C	205-34-5384	301.13-	301.13-	V	REPLACEMENT ROUTER FOR WWTP
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BNSF CONT	201-00-2207	100.00	100.00		GW BUSH CROSSING IMPROVEMENTS ADMIN FEE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BNSF CONT	201-00-2207	100.00-	100.00-	V	GW BUSH CROSSING IMPROVEMENTS ADMIN FEE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-55-5214	58.95	58.95		SENIOR CENTER SUPPLY

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount		
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-55-5214	58.95-	58.95-	V	SENIOR CENTER SUPPLY
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-34-5233	53.97	53.97		EQUIPMENT R&M
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-34-5233	53.97-	53.97-	V	EQUIPMENT R&M
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-34-5233	24.99	24.99		EQUIPMENT PUMP
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-34-5233	24.99-	24.99-	V	EQUIPMENT PUMP
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	17.98	17.98		U BOLTS TO MOUNT NEW WEST GATE SENSOR.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	17.98-	17.98-	V	U BOLTS TO MOUNT NEW WEST GATE SENSOR.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	41.95	41.95		GENERAL CLEANING SUPPLIES, HOSE COUPLINGS.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	41.95-	41.95-	V	GENERAL CLEANING SUPPLIES, HOSE COUPLINGS.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5422	12.99	12.99		SPLIT - DRILL BITS (82.84%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5422	12.99-	12.99-	V	SPLIT - DRILL BITS (82.84%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5433	2.69-	2.69-	V	SPLIT - BULK BOLTS (17.16%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5433	2.69	2.69		SPLIT - BULK BOLTS (17.16%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5434	2.99-	2.99-	V	HARDWARE FOR THE VPLS LADDER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5434	2.99	2.99		HARDWARE FOR THE VPLS LADDER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5237	50.97-	50.97-	V	PARKS IRRIGATION - SUPPLIES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5237	50.97	50.97		PARKS IRRIGATION - SUPPLIES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5372	67.99-	67.99-	V	WORK CLOTHING
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5372	67.99	67.99		WORK CLOTHING
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5422	19.94-	19.94-	V	SPLIT - UTILITY KNIFES (34.81%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5422	19.94	19.94		SPLIT - UTILITY KNIFES (34.81%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5370	37.34-	37.34-	V	SPLIT -GLOVES (65.19%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5370	37.34	37.34		SPLIT -GLOVES (65.19%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5241	38.98-	38.98-	V	DOOR PAINTING SUPPLIES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5241	38.98	38.98		DOOR PAINTING SUPPLIES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5370	3.99-	3.99-	V	PERSONAL GLOVES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5370	3.99	3.99		PERSONAL GLOVES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-49-5367	15.87-	15.87-	V	LEAKING TOILET REPAIR PARTS AT OLD TOWN HALL FOR LCSO
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-49-5367	15.87	15.87		LEAKING TOILET REPAIR PARTS AT OLD TOWN HALL FOR LCSO
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	69.02-	69.02-	V	PAINTING SUPPLIES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	69.02	69.02		PAINTING SUPPLIES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BUSINESS C	201-11-5192	104.00	104.00		FOURTH OF JULY SHUTTLE SIGNAGE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BUSINESS C	201-11-5192	104.00-	104.00-	V	FOURTH OF JULY SHUTTLE SIGNAGE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BUSINESS C	201-11-5192	124.27	124.27		FOURTH OF JULY BANNER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	BUSINESS C	201-11-5192	124.27-	124.27-	V	FOURTH OF JULY BANNER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	CASELLE	201-34-5380	495.00	495.00		CASELLE ANNUAL TRAINING & CONFERENCE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	CASELLE	201-34-5380	495.00-	495.00-	V	CASELLE ANNUAL TRAINING & CONFERENCE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	CASELLE	201-34-5380	495.00	495.00		CASELLE SOFTWARE TRAINING
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	CASELLE	201-34-5380	495.00-	495.00-	V	CASELLE SOFTWARE TRAINING

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount		
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	COLORADO	205-34-5380	50.00	50.00		APPLICATION FEE FOR RICHARD T. TO APPLY FOR APPROVAL TO SIT FOR
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	COLORADO	205-34-5380	50.00-	50.00-	V	APPLICATION FEE FOR RICHARD T. TO APPLY FOR APPROVAL TO SIT FOR
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	CPS DSTRB	210-34-5237	754.72	754.72		PARKS IRRIGATION - PARTS, MATERIALS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	CPS DSTRB	210-34-5237	754.72-	754.72-	V	PARKS IRRIGATION - PARTS, MATERIALS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	FRANKS PA	210-34-5233	117.95	117.95		PARKS PICKUP TRUCK/VEHICLE - BATTERY, ETC.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	FRANKS PA	210-34-5233	117.95-	117.95-	V	PARKS PICKUP TRUCK/VEHICLE - BATTERY, ETC.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	FRANKS PA	210-34-5233	5.70	5.70		PARKS PICKUP TRUCK/VEHICLE - BATTERY, ETC.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	FRANKS PA	210-34-5233	5.70-	5.70-	V	PARKS PICKUP TRUCK/VEHICLE - BATTERY, ETC.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	84.57	84.57		CML_GAYLORD_GAITER RESORT FEE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	84.57-	84.57-	V	CML_GAYLORD_GAITER RESORT FEE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-13-5380	614.27	614.27		2023 CML ANNUAL CONFERENCE_LODGING_GAITER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-13-5380	614.27-	614.27-	V	2023 CML ANNUAL CONFERENCE_LODGING_GAITER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	614.27	614.27		2023 CML ANNUAL CONFERENCE LODGING_MASON
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	614.27-	614.27-	V	2023 CML ANNUAL CONFERENCE LODGING_MASON
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	601.05	601.05		2023 CML ANNUAL CONFERENCE LODGING_CHAUSSEE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	601.05-	601.05-	V	2023 CML ANNUAL CONFERENCE LODGING_CHAUSSEE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	652.75	652.75		2023 CML ANNUAL CONFERENCE LODGING_TIETZ
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	652.75-	652.75-	V	2023 CML ANNUAL CONFERENCE LODGING_TIETZ
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	652.75-	652.75-	V	2023 CML ANNUAL CONFERENCE LODGING_DAILEY
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	652.75	652.75		2023 CML ANNUAL CONFERENCE LODGING_DAILEY
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	243.27-	243.27-	V	CML ANNUAL CONFERENCE RESORT FEES_TIETZ REIMBURSEMENT OF $
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	243.27	243.27		CML ANNUAL CONFERENCE RESORT FEES_TIETZ REIMBURSEMENT OF $
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-13-5380	678.84-	678.84-	V	FRAUDULENT CHARGES WORKING ON GETTING CREDIT FOR WITH FRAU
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-13-5380	678.84	678.84		FRAUDULENT CHARGES WORKING ON GETTING CREDIT FOR WITH FRAU
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-13-5380	123.57-	123.57-	V	FRAUDULENT CHARGES WORKING ON GETTING CREDIT FOR WITH FRAU
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-13-5380	123.57	123.57		FRAUDULENT CHARGES WORKING ON GETTING CREDIT FOR WITH FRAU
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GEMPLER'S	204-34-5370	175.20	175.20		HIGH VIS HOODIE FOR WTP NEW EMPLOYEE OSCAR
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GEMPLER'S	204-34-5370	175.20-	175.20-	V	HIGH VIS HOODIE FOR WTP NEW EMPLOYEE OSCAR
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5455	94.88	94.88		DISTILLED WATER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5455	94.88-	94.88-	V	DISTILLED WATER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5433	290.62	290.62		GATE SENSOR TO REPLACE NONFUNCTIOING EXISTING SENSOR. WATER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5433	290.62-	290.62-	V	GATE SENSOR TO REPLACE NONFUNCTIOING EXISTING SENSOR. WATER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5433	13.25	13.25		COLD GAL SPRAY AND WIRE BRUSHES FOR TOUCH UP WORK ON UNDER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5433	13.25-	13.25-	V	COLD GAL SPRAY AND WIRE BRUSHES FOR TOUCH UP WORK ON UNDER
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GREEN VAL	201-11-5380	377.00	377.00		CML GROUP DINNER BOT & GUESTS, ADMINISTRATOR & ATTORNEY
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	GREEN VAL	201-11-5380	377.00-	377.00-	V	CML GROUP DINNER BOT & GUESTS, ADMINISTRATOR & ATTORNEY
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	HILTON	201-11-5380	691.02	691.02		2023 CML ANNUAL CONFERENCE LODGING_ASHLEY MACDONALD
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	HILTON	201-11-5380	691.02-	691.02-	V	2023 CML ANNUAL CONFERENCE LODGING_ASHLEY MACDONALD
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	INDIGOWAT	205-34-5380	216.00	216.00		ONLINE TRAINING THAT COVERS ACTIVATED SLUDGE FOR MF

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount		
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	INDIGOWAT	205-34-5380	216.00-	216.00-	V	ONLINE TRAINING THAT COVERS ACTIVATED SLUDGE FOR MF
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ISLAND LAK	204-34-5233	63.80	63.80		BOAT R&M
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	ISLAND LAK	204-34-5233	63.80-	63.80-	V	BOAT R&M
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	MOUNTAIN	210-34-5254	131.20	131.20		LANDSCAPE MATERIALS FOR WINICK PARK
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	MOUNTAIN	210-34-5254	131.20-	131.20-	V	LANDSCAPE MATERIALS FOR WINICK PARK
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	MSFT	201-17-5579	150.00	150.00		MICROSOFT SOFTWARE MONTHLY CHARGE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	MSFT	201-17-5579	150.00-	150.00-	V	MICROSOFT SOFTWARE MONTHLY CHARGE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	NEOTREKS	201-34-5233	222.00	222.00		FLEET SOFTWARE FOR WEATHER MONITORING
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	NEOTREKS	201-34-5233	222.00-	222.00-	V	FLEET SOFTWARE FOR WEATHER MONITORING
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	PARTSBUILT	201-55-5214	24.39	24.39		3D PRINTER CABLE REPLACEMENT
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	PARTSBUILT	201-55-5214	24.39-	24.39-	V	3D PRINTER CABLE REPLACEMENT
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	PIZZA PALA	201-11-5192	194.06	194.06		LUNCH FOR 4TH OF JULY VOLUNTEERS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	PIZZA PALA	201-11-5192	194.06-	194.06-	V	LUNCH FOR 4TH OF JULY VOLUNTEERS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	POLAR GAS	204-34-5227	250.58	250.58		FINANCE CHARGES FOR OUTSTANDING PROPANE BILLS NEVER PAID BY
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	POLAR GAS	204-34-5227	250.58-	250.58-	V	FINANCE CHARGES FOR OUTSTANDING PROPANE BILLS NEVER PAID BY
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	PSI SERVIC	205-34-5380	100.00	100.00		RICHARD T. FEE TO TAKE THE WWD TEST.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	PSI SERVIC	205-34-5380	100.00-	100.00-	V	RICHARD T. FEE TO TAKE THE WWD TEST.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	PT HOSE	201-34-5233	231.24	231.24		FLEET R&M
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	PT HOSE	201-34-5233	231.24-	231.24-	V	FLEET R&M
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	PV CO-OP	204-34-5433	11.96	11.96		KEYS FOR WTF
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	PV CO-OP	204-34-5433	11.96-	11.96-	V	KEYS FOR WTF
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	RED WING S	204-34-5370	250.00	250.00		BRIAN STEPHENSON SHOES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	RED WING S	204-34-5370	250.00-	250.00-	V	BRIAN STEPHENSON SHOES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	REDKAP	204-34-5370	171.37	171.37		SAFETY HIGH VIS SHIRTS FOR ENGINEER NATHAN E. FOR EXPANSION SIT
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	REDKAP	204-34-5370	171.37-	171.37-	V	SAFETY HIGH VIS SHIRTS FOR ENGINEER NATHAN E. FOR EXPANSION SIT
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	RIDLEY'S	201-55-5387	15.19	15.19		EVENT PREP & THANKS-VOLUNTEERS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	RIDLEY'S	201-55-5387	15.19-	15.19-	V	EVENT PREP & THANKS-VOLUNTEERS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	SIGMA SUR	205-34-5432	40.18	40.18		2 - 20-COMM-D ALLEN BRADLEY COMMUNICATION CARDS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	SIGMA SUR	205-34-5432	40.18-	40.18-	V	2 - 20-COMM-D ALLEN BRADLEY COMMUNICATION CARDS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	STERLINGC	211-80-4015	1,114.60	1,114.60		CRANE FOR BULK WATER VAULT TO BE INSTALLED FOR NEW MACHINE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	STERLINGC	211-80-4015	1,114.60-	1,114.60-	V	CRANE FOR BULK WATER VAULT TO BE INSTALLED FOR NEW MACHINE
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	THE UPS ST	204-34-5433	474.77	474.77		DR6000 SHIPPING FOR REPAIR
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	THE UPS ST	204-34-5433	474.77-	474.77-	V	DR6000 SHIPPING FOR REPAIR
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	201-49-5367	173.29	173.29		BATHROOM HANDRAIL RE-INSTALL AT OLD TOWN HALL FOR LCSO
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	201-49-5367	173.29-	173.29-	V	BATHROOM HANDRAIL RE-INSTALL AT OLD TOWN HALL FOR LCSO
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	210-34-5254	123.06	123.06		PAINTING AND MAINTENANCE GENERAL MATERIALS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	210-34-5254	123.06-	123.06-	V	PAINTING AND MAINTENANCE GENERAL MATERIALS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	204-34-5434	170.70	170.70		PARTS FOR A FEW DIFFERENT PROJECTS TO BE FINISHED IN THE DISTRI
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	204-34-5434	170.70-	170.70-	V	PARTS FOR A FEW DIFFERENT PROJECTS TO BE FINISHED IN THE DISTRI

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount		
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	TROPHY CR	201-18-5214	22.00	22.00		SPLIT - PLANNING NAME TAGS (2.71%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	TROPHY CR	201-18-5214	22.00-	22.00-	V	SPLIT - PLANNING NAME TAGS (2.71%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	TROPHY CR	201-11-5192	790.86	790.86		SPLIT - FOURTH OF JULY TROPHIES AND CAR SHOW T-SHIRTS (97.29%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	TROPHY CR	201-11-5192	790.86-	790.86-	V	SPLIT - FOURTH OF JULY TROPHIES AND CAR SHOW T-SHIRTS (97.29%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	USPS	201-14-5311	19.30	19.30		EXPEDITED PRIORITY MAIL SERVICE FOR TIME SENSITIVE BILLS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	USPS	201-14-5311	19.30-	19.30-	V	EXPEDITED PRIORITY MAIL SERVICE FOR TIME SENSITIVE BILLS
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	201-34-5233	137.39	137.39		SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	201-34-5233	137.39-	137.39-	V	SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	204-34-5233	137.39	137.39		SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	204-34-5233	137.39-	137.39-	V	SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	205-34-5233	137.39	137.39		SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	205-34-5233	137.39-	137.39-	V	SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	210-34-5233	137.38	137.38		SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	210-34-5233	137.38-	137.38-	V	SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	WALMART.C	201-55-5337	19.94	19.94		CRAFT SUPP.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	WALMART.C	201-55-5337	19.94-	19.94-	V	CRAFT SUPP.
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	WDOT CHEY	201-34-5380	58.25	58.25		CDL ENDORSEMENT
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	WDOT CHEY	201-34-5380	58.25-	58.25-	V	CDL ENDORSEMENT
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	WM SUPER	201-11-5192	44.97	44.97		4TH OF JULY SUPPLIES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	WM SUPER	201-11-5192	44.97-	44.97-	V	4TH OF JULY SUPPLIES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	WM SUPER	210-51-5223	82.05	82.05		SNACKS AND DRINKS TO BE SOLD AT THE BATTING CAGES
07/23	07/14/2023	57090	13269	FIRST NATIONAL BANK OMAHA	WM SUPER	210-51-5223	82.05-	82.05-	V	SNACKS AND DRINKS TO BE SOLD AT THE BATTING CAGES
Total 57090:								.00		
57091										
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	*REGISTRAT	201-14-5335	899.00-	899.00-		FRAUDULENT CHARGE REFUND
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	ABSOLUTE	210-51-5401	765.00	765.00		MARKETING MATERIALS FOR EVENTS AND PARK N PLAYS
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	ABSOLUTE	210-51-5401	904.55	904.55		MARKETING MATERIALS FOR EVENTS AND PARK N PLAYS
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	ABSOLUTE	210-51-5401	470.00	470.00		MARKETING MATERIALS FOR EVENTS AND PARK N PLAYS
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	ADOBE	201-17-5579	19.99	19.99		MONTHLY SOFTWARE RENEWAL FOR ALEX E (DOESN'T HAVE A P-CARD)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	ADOBE	201-17-5579	54.99	54.99		ADOBE CREATIVE CLOUD
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	AFC SERVIC	201-11-5192	153.00	153.00		FIRE EXTINGUISHERS ANNUAL MAINTENANCE @ 4TH OF JULY
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	26.98	26.98		PLASTIC PAINT PALETTES
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5370	257.79	257.79		SAFETY APPAREL FOR NEW WTP EMPLOYEE OSCAR
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	28.65	28.65		RUBBER BANDS
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	48.98	48.98		TAPE
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	74.67	74.67		SUPPLY WITH 1/2 SENIOR CENTER
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-49-5367	564.00	564.00		CENTENNIAL PARK SECURITY CAMERAS (PER RECOMMENDATION OF SG

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	ANN LINCOL	201-55-5337	450.00	450.00	SRP FOAM PARTY EVENT
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	APPLE.COM	201-17-5579	2.99	2.99	PHOTO STORAGE
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BESTBUY.C	205-34-5384	301.13	301.13	REPLACEMENT ROUTER FOR WWTP
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BNSF CONT	201-00-2207	100.00	100.00	GW BUSH CROSSING IMPROVEMENTS ADMIN FEE
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-55-5214	58.95	58.95	SENIOR CENTER SUPPLY
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-34-5233	53.97	53.97	EQUIPMENT R&M
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-34-5233	24.99	24.99	EQUIPMENT PUMP
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	17.98	17.98	U BOLTS TO MOUNT NEW WEST GATE SENSOR.
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	41.95	41.95	GENERAL CLEANING SUPPLIES, HOSE COUPLINGS.
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5422	12.99	12.99	SPLIT - DRILL BITS (82.84%)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5433	2.69	2.69	SPLIT - BULK BOLTS (17.16%)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5434	2.99	2.99	HARDWARE FOR THE VPLS LADDER
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5237	50.97	50.97	PARKS IRRIGATION - SUPPLIES
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5372	67.99	67.99	WORK CLOTHING
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5422	19.94	19.94	SPLIT - UTILITY KNIFES (34.81%)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5370	37.34	37.34	SPLIT -GLOVES (65.19%)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5241	38.98	38.98	DOOR PAINTING SUPPLIES
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5370	3.99	3.99	PERSONAL GLOVES
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-49-5367	15.87	15.87	LEAKING TOILET REPAIR PARTS AT OLD TOWN HALL FOR LCSO
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	69.02	69.02	PAINTING SUPPLIES
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BUSINESS C	201-11-5192	104.00	104.00	FOURTH OF JULY SHUTTLE SIGNAGE
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	BUSINESS C	201-11-5192	124.27	124.27	FOURTH OF JULY BANNER
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	CASELLE	201-34-5380	495.00	495.00	CASELLE ANNUAL TRAINING & CONFERENCE
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	CASELLE	201-34-5380	495.00	495.00	CASELLE SOFTWARE TRAINING
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	COLORADO	205-34-5380	50.00	50.00	APPLICATION FEE FOR RICHARD T. TO APPLY FOR APPROVAL TO SIT FOR
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	CPS DSTRB	210-34-5237	754.72	754.72	PARKS IRRIGATION - PARTS, MATERIALS
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	FRANKS PA	210-34-5233	117.95	117.95	PARKS PICKUP TRUCK/VEHICLE - BATTERY, ETC.
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	FRANKS PA	210-34-5233	5.70	5.70	PARKS PICKUP TRUCK/VEHICLE - BATTERY, ETC.
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	84.57	84.57	CML_GAYLORD_GAITER RESORT FEE
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-13-5380	614.27	614.27	2023 CML ANNUAL CONFERENCE_LODGING_GAITER
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	614.27	614.27	2023 CML ANNUAL CONFERENCE LODGING_MASON
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	601.05	601.05	2023 CML ANNUAL CONFERENCE LODGING_CHAUSSEE
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	652.75	652.75	2023 CML ANNUAL CONFERENCE LODGING_TIETZ
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	652.75	652.75	2023 CML ANNUAL CONFERENCE LODGING_DAILEY
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-11-5380	243.27	243.27	CML ANNUAL CONFERENCE RESORT FEES_TIETZ REIMBURSEMENT OF $
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-13-5380	678.84	678.84	FRAUDULENT CHARGES WORKING ON GETTING CREDIT FOR WITH FRAU
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GAYLORD O	201-13-5380	123.57	123.57	FRAUDULENT CHARGES WORKING ON GETTING CREDIT FOR WITH FRAU
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GEMPLER'S	204-34-5370	175.20	175.20	HIGH VIS HOODIE FOR WTP NEW EMPLOYEE OSCAR
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5455	94.88	94.88	DISTILLED WATER

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5433	290.62	290.62	GATE SENSOR TO REPLACE NONFUNCTIOING EXISTING SENSOR. WATEF
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5433	13.25	13.25	COLD GAL SPRAY AND WIRE BRUSHES FOR TOUCH UP WORK ON UNDEF
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	GREEN VAL	201-11-5380	377.00	377.00	CML GROUP DINNER BOT & GUESTS, ADMINISTRATOR & ATTORNEY
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	HILTON	201-11-5380	691.02	691.02	2023 CML ANNUAL CONFERENCE LODGING_ASHLEY MACDONALD
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	INDIGOWAT	205-34-5380	216.00	216.00	ONLINE TRAINING THAT COVERS ACTIVATED SLUDGE FOR MF
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	ISLAND LAK	204-34-5233	63.80	63.80	BOAT R&M
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	MOUNTAIN	210-34-5254	131.20	131.20	LANDSCAPE MATERIALS FOR WINICK PARK
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	MSFT	201-17-5579	150.00	150.00	MICROSOFT SOFTWARE MONTHLY CHARGE
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	NEOTREKS	201-34-5233	222.00	222.00	FLEET SOFTWARE FOR WEATHER MONITORING
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	PARTSBUILT	201-55-5214	24.39	24.39	3D PRINTER CABLE REPLACEMENT
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	PIZZA PALA	201-11-5192	194.06	194.06	LUNCH FOR 4TH OF JULY VOLUNTEERS
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	POLAR GAS	204-34-5227	250.58	250.58	FINANCE CHARGES FOR OUTSTANDING PROPANE BILLS NEVER PAID BY
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	PSI SERVIC	205-34-5380	100.00	100.00	RICHARD T. FEE TO TAKE THE WWD TEST.
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	PT HOSE	201-34-5233	231.24	231.24	FLEET R&M
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	PV CO-OP	204-34-5433	11.96	11.96	KEYS FOR WTF
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	RED WING S	204-34-5370	250.00	250.00	BRIAN STEPHENSON SHOES
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	REDKAP	204-34-5370	171.37	171.37	SAFETY HIGH VIS SHIRTS FOR ENGINEER NATHAN E. FOR EXPANSION SI
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	RIDLEY'S	201-55-5387	15.19	15.19	EVENT PREP & THANKS-VOLUNTEERS
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	SIGMA SUR	205-34-5432	40.18	40.18	2 - 20-COMM-D ALLEN BRADLEY COMMUNICATION CARDS
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	STERLINGC	211-80-4015	1,114.60	1,114.60	CRANE FOR BULK WATER VAULT TO BE INSTALLED FOR NEW MACHINE
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	THE UPS ST	204-34-5433	474.77	474.77	DR6000 SHIPPING FOR REPAIR
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	201-49-5367	173.29	173.29	BATHROOM HANDRAIL RE-INSTALL AT OLD TOWN HALL FOR LCSO
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	210-34-5254	123.06	123.06	PAINTING AND MAINTENANCE GENERAL MATERIALS
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	204-34-5434	170.70	170.70	PARTS FOR A FEW DIFFERENT PROJECTS TO BE FINISHED IN THE DISTRI
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	TROPHY CR	201-18-5214	22.00	22.00	SPLIT - PLANNING NAME TAGS (2.71%)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	TROPHY CR	201-11-5192	790.86	790.86	SPLIT - FOURTH OF JULY TROPHIES AND CAR SHOW T-SHIRTS (97.29%)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	USPS	201-14-5311	19.30	19.30	EXPEDITED PRIORITY MAIL SERVICE FOR TIME SENSITIVE BILLS
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	201-34-5233	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	204-34-5233	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	205-34-5233	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	VERIZON C	210-34-5233	137.38	137.38	SPLIT - GPS FLEET MONITORING (25%)
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	WALMART.C	201-55-5337	19.94	19.94	CRAFT SUPP.
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	WDOT CHEY	201-34-5380	58.25	58.25	CDL ENDORSEMENT
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	WM SUPER	201-11-5192	44.97	44.97	4TH OF JULY SUPPLIES
07/23	07/14/2023	57091	13269	FIRST NATIONAL BANK OMAHA	WM SUPER	210-51-5223	82.05	82.05	SNACKS AND DRINKS TO BE SOLD AT THE BATTING CAGES
Total 57091:								17,613.59	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57137									
07/23	07/15/2023	57137	1		07252023	210-34-5344	48.46	48.46	TOWN OF WELLINGTON
07/23	07/15/2023	57137	1		07252023	201-49-5344	46.26	46.26	4006 Hayes Ave
07/23	07/15/2023	57137	1		07252023	205-34-5344	212.43	212.43	6190 NE Frontage Rd
07/23	07/15/2023	57137	1		07252023	201-49-5344	71.90	71.90	Wellington Comm Bldg
07/23	07/15/2023	57137	1		07252023	201-49-5344	26.41	26.41	3735 Cleveland Ave
07/23	07/15/2023	57137	1		07252023	201-49-5344	26.54	26.54	8129 3rd St.
07/23	07/15/2023	57137	1		07252023	201-49-5344	20.41	20.41	3749 Harrison Ave
07/23	07/15/2023	57137	1		07252023	201-49-5344	27.66	27.66	8700 3rd
07/23	07/15/2023	57137	1		07252023	201-49-5344	104.82	104.82	4021 Grant Ave
07/23	07/15/2023	57137	1		07252023	201-49-5344	26.41	26.41	3804 Cleveland Ave
	Total 57137:							611.30	
57716									
07/23	07/03/2023	57716	13501	ROCKFAN ENTERTAINMENT	3845	201-11-5192	5,999.63	5,999.63	Fourth of July Music, Stage, and Sound
	Total 57716:							5,999.63	
57721									
07/23	07/01/2023	57721	12896	FIRST NATIONAL BANK	07012023	210-90-5632	1,258.29	1,258.29	Park Loan Interest Payment
07/23	07/01/2023	57721	12896	FIRST NATIONAL BANK	07012023	210-90-5630	21,196.70	21,196.70	Park Loan Payment
	Total 57721:							22,454.99	
57722									
07/23	07/07/2023	57722	11250	ABLAO LAW LLC	1185	201-12-5109	750.00	750.00	JUDICIAL SERVICES APRIL 2023
07/23	07/07/2023	57722	11250	ABLAO LAW LLC	1201	201-12-5109	750.00	750.00	JUDICIAL SERVICES JUNE 2023
	Total 57722:							1,500.00	
57723									
07/23	07/07/2023	57723	14036	ABSOLUTE GRAPHICS, INC	31220	210-51-5401	1,572.20	1,572.20	GRIPPER FINGER SENSORY FIDGET TOYS
	Total 57723:							1,572.20	
57724									
07/23	07/07/2023	57724	13266	AMAZON	17LC-HPYR-	201-16-5214	91.99	91.99	EXTERNAL HARD DRIVE
07/23	07/07/2023	57724	13266	AMAZON	1GDV-M9W7	204-34-5433	159.99	159.99	SEALED WATHERPROOF AUTOMOTIVE ELECTRICAL CONNECTORS

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
07/23	07/07/2023	57724	13266	AMAZON	1GP1-PP1W-	201-13-5214	60.94	60.94	MAGNETIC DRY ERASE BOARD, COMMAND STRIPS
07/23	07/07/2023	57724	13266	AMAZON	1JYX-943X-6	204-34-5433	201.57	201.57	QUICKSILVER WATER PUMP REPAIR KIT
07/23	07/07/2023	57724	13266	AMAZON	1N9X-WXKY-	204-34-5370	128.43	128.43	SUNSCREEN, SCOTCH TAPE, HEAVY DUTY WHEEL CHOCK
07/23	07/07/2023	57724	13266	AMAZON	1N9X-WXKY-	205-34-5233	780.00	780.00	2 SYNTHETIC LUBRICANT BLOWER OIL
Total 57724:								1,422.92	
57725									
07/23	07/07/2023	57725	14136	Analytical Environmental Laborato	102341	204-34-5334	405.00	405.00	Odor and Taste Contaminants
07/23	07/07/2023	57725	14136	Analytical Environmental Laborato	102342	204-34-5334	405.00	405.00	Odor and Taste Contaminants
Total 57725:								810.00	
57726									
07/23	07/07/2023	57726	20	ASCAP	10000614116	201-11-5192	50.00	50.00	LICENSE FEE
Total 57726:								50.00	
57727									
07/23	07/07/2023	57727	13705	BRIAN'S ELECTRIC, LLC	3308	210-34-5942	4,490.00	4,490.00	INSTALL 2 MAGLOCKS ON EACH RESTROOM DOOR
07/23	07/07/2023	57727	13705	BRIAN'S ELECTRIC, LLC	3309	210-34-5942	600.00	600.00	REPLACE 2 MAGLOCKS ON EACH RESTROOM DOOR
Total 57727:								5,090.00	
57728									
07/23	07/07/2023	57728	14048	C & W TRUCK AND TRAILER PA	01NV046236	201-34-5233	79.30	79.30	HOSE CLAMPS HEAVY DUTY, HOSE CLAMP T BOLT
Total 57728:								79.30	
57729									
07/23	07/07/2023	57729	13681	CINTAS	8406301167	210-34-5941	39.64	39.64	First aid restock - 4006 Hayes St
Total 57729:								39.64	
57730									
07/23	07/07/2023	57730	13448	COLORADO ANALYTICAL LAB	230605008	205-34-5554	339.00	339.00	WRF TESTING
07/23	07/07/2023	57730	13448	COLORADO ANALYTICAL LAB	230605008	205-34-5554	339.00-	339.00- V	WRF TESTING
07/23	07/07/2023	57730	13448	COLORADO ANALYTICAL LAB	230612009	205-34-5554	302.00	302.00	WRF TESTING
07/23	07/07/2023	57730	13448	COLORADO ANALYTICAL LAB	230612009	205-34-5554	302.00-	302.00- V	WRF TESTING

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount		
07/23	07/07/2023	57730	13448	COLORADO ANALYTICAL LAB	230612016	205-34-5554	27.00	27.00		E-COLI TESTING
07/23	07/07/2023	57730	13448	COLORADO ANALYTICAL LAB	230612016	205-34-5554	27.00-	27.00-	V	E-COLI TESTING
07/23	07/07/2023	57730	13448	COLORADO ANALYTICAL LAB	230619059	205-34-5554	27.00	27.00		E-COLI
07/23	07/07/2023	57730	13448	COLORADO ANALYTICAL LAB	230619059	205-34-5554	27.00-	27.00-	V	E-COLI
07/23	07/07/2023	57730	13448	COLORADO ANALYTICAL LAB	9738946368	211-80-4015	91.78	91.78		POST SLEEVE
07/23	07/07/2023	57730	13448	COLORADO ANALYTICAL LAB	9738946368	211-80-4015	91.78-	91.78-	V	POST SLEEVE
Total 57730:								.00		
57731										
07/23	07/07/2023	57731	14173	Core & Main	CS714	205-34-5455	716.46	716.46		DIRTY MEDIA REDROD REFILLABLE PH ELECTRODE
Total 57731:								716.46		
57732										
07/23	07/07/2023	57732	13644	COWAC	23-06	205-34-5380	2,504.97	2,504.97		ON-SITE TRAINING
Total 57732:								2,504.97		
57733										
07/23	07/07/2023	57733	13460	CTL THOMPSON, INC.	669657	211-80-4083	5,009.00	5,009.00		TESTING SERVICES FOR WRF EXPANSION
07/23	07/07/2023	57733	13460	CTL THOMPSON, INC.	669816	211-80-4010	1,805.00	1,805.00		TESTING SERVICES FOR WTP EXPANSION
07/23	07/07/2023	57733	13460	CTL THOMPSON, INC.	669925	211-80-4006	1,125.00	1,125.00		OLD TOWN STREETS REPAIR - CONCRETE TESTING
Total 57733:								7,939.00		
57734										
07/23	07/07/2023	57734	10328	DPC INDUSTRIES, INC	737002085-2	204-34-5221	2,285.30	2,285.30		Chlorine 150#
Total 57734:								2,285.30		
57735										
07/23	07/07/2023	57735	12912	EVOQUA WATER TECHNOLOGI	905625563-2	204-34-5221	987.50	987.50		WTP Ata Klor 25
Total 57735:								987.50		
57736										
07/23	07/07/2023	57736	12664	E-Z POUR READY MIX	14261	210-34-5942	230.00	230.00		CONCRETE - SKATE PARK
07/23	07/07/2023	57736	12664	E-Z POUR READY MIX	14264	210-34-5942	1,022.00	1,022.00		CONCRETE - SKATE PARK

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
	Total 57736:							1,252.00	
57737									
07/23	07/07/2023	57737	232	GRAINGER	9740497640	211-80-4015	250.64	250.64	STANDARD UBOLT PLATEINSIDE
	Total 57737:							250.64	
57738									
07/23	07/07/2023	57738	13325	JC SUPPLY PRODUCTS	1868	210-34-5254	662.11	662.11	VANDALL MARK REMOVER
	Total 57738:							662.11	
57739									
07/23	07/07/2023	57739	322	L.C. SALES TAX ADMINISTRATO	JUNE 2023	201-00-2210	15,753.96	15,753.96	Building Permit Tax JUNE 2023
07/23	07/07/2023	57739	322	L.C. SALES TAX ADMINISTRATO	JUNE 2023	201-02-3430	525.13-	525.13-	Less 3 1/3% Vendor Fee
07/23	07/07/2023	57739	322	L.C. SALES TAX ADMINISTRATO	MAY 2023	201-00-2210	17,890.05	17,890.05	Building Permit Tax MAY 2023
07/23	07/07/2023	57739	322	L.C. SALES TAX ADMINISTRATO	MAY 2023	201-02-3430	596.33-	596.33-	Less 3 1/3% Vendor Fee
	Total 57739:							32,522.55	
57740									
07/23	07/07/2023	57740	14075	LOVELAND STEAM LAUNDRY	0021766	201-34-5372	19.44	19.44	WRF Laundry Service
07/23	07/07/2023	57740	14075	LOVELAND STEAM LAUNDRY	0022248	201-34-5372	31.59	31.59	Customer Shirt and Pant
	Total 57740:							51.03	
57741									
07/23	07/07/2023	57741	14155	MCCANDLESS TRUCK CENTER	P101508219:	201-34-5233	140.42	140.42	GAUGE OIL LEVEL
	Total 57741:							140.42	
57742									
07/23	07/07/2023	57742	13760	McDonald Farms Enterprises	0073341-IN	205-34-5440	624.00	624.00	ROLLOFF
	Total 57742:							624.00	
57743									
07/23	07/07/2023	57743	13929	WILLIAM SCOTSMAN, INC.	9017985386	205-34-5433	681.08	681.08	WWTP Construction Office

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
07/23	07/07/2023	57743	13929	WILLIAM SCOTSMAN, INC.	9017997574	205-34-5433	172.50	172.50	FURNITURE PACKAGE
Total 57743:								853.58	
57744									
07/23	07/07/2023	57744	12953	Frank Parts CO	176803	210-34-5233	180.49	180.49	2YR WTY BAT
07/23	07/07/2023	57744	12953	Frank Parts CO	177645	201-34-5233	3.79	3.79	ADAPTER
Total 57744:								184.28	
57745									
07/23	07/07/2023	57745	14177	NATIONAL SPORTS PRODUCTS	373700	210-34-5254	961.60	961.60	BLACK OPEN MESH POLY-PRO PLUS W/TAB & 4-PLY HEMS, AIR VENT REIN
Total 57745:								961.60	
57746									
07/23	07/07/2023	57746	398	NORTH FORTY NEWS	3358	201-11-5331	525.00	525.00	APRIL 10 1/2 PAGE HORIZONTAL
07/23	07/07/2023	57746	398	NORTH FORTY NEWS	3389	201-11-5331	525.00	525.00	MAY 8 1/2 PAGE HORIZONTAL
Total 57746:								1,050.00	
57747									
07/23	07/07/2023	57747	13528	NORTHERN COLORADO SPOR	9670	210-51-5166	360.00	360.00	BASEBALL AND SOFTBALL
07/23	07/07/2023	57747	13528	NORTHERN COLORADO SPOR	9685	210-51-5166	502.50	502.50	BASEBALL AND SOFTBALL
07/23	07/07/2023	57747	13528	NORTHERN COLORADO SPOR	9697	210-51-5166	675.00	675.00	BASEBALL AND SOFTBALL
Total 57747:								1,537.50	
57748									
07/23	07/07/2023	57748	428	PITNEY BOWES INC.	1023273723	201-14-5311	77.40	77.40	POSTAGE METER
07/23	07/07/2023	57748	428	PITNEY BOWES INC.	1023273724	201-14-5311	51.49	51.49	POSTAGE EQUIPMENT SERVICE AGREEMENT
Total 57748:								128.89	
57749									
07/23	07/07/2023	57749	13843	POLAR GAS INC	1635280	204-34-5227	1,849.15	1,849.15	Propane WTP Utility - 925.2
07/23	07/07/2023	57749	13843	POLAR GAS INC	1635415	204-34-5227	10.00	10.00	TANK RENT
07/23	07/07/2023	57749	13843	POLAR GAS INC	1635417	204-34-5227	5.00	5.00	TANK RENT
07/23	07/07/2023	57749	13843	POLAR GAS INC	1642324	204-34-5227	858.50	858.50	Propane WTP Utility - 450

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
	Total 57749:							2,722.65	
57750									
07/23	07/07/2023	57750	10830	POUDRE VALLEY AIR	234743	204-34-5433	186.00	186.00	RePLACED BELT
	Total 57750:							186.00	
57751									
07/23	07/07/2023	57751	13200	PROTECT YOUTH SPORTS, DE	1066586	210-51-5144	295.20	295.20	BACKGROUND CHECKS
	Total 57751:							295.20	
57752									
07/23	07/07/2023	57752	11710	REXEL	S136931438.	204-34-5433	56.38	56.38	SERVICE CHARGE
	Total 57752:							56.38	
57753									
07/23	07/07/2023	57753	13971	ROCKY MOUNTAIN BOTTLED W	0544421	201-34-5941	49.00	49.00	5 GAL PURIFIED WATER
	Total 57753:							49.00	
57754									
07/23	07/07/2023	57754	114	SAFEBUILT COLORADO, LLC	0099136-IN	201-18-5350	25,710.31	25,710.31	MAY 2023 PERMIT ACTIVITY
07/23	07/07/2023	57754	114	SAFEBUILT COLORADO, LLC	0101246-IN	201-18-5350	21,369.31	21,369.31	JUNE 2023 PERMIT ACTIVITY
	Total 57754:							47,079.62	
57755									
07/23	07/07/2023	57755	553	USA BLUE BOOK	INV0004299	204-34-5433	29.15	29.15	RUBBER STOPPER SOLID SIZE #7 1LB
07/23	07/07/2023	57755	553	USA BLUE BOOK	INV0004686	204-34-5455	302.10	302.10	PH BUFFER PACK, HACH HYDROCHLORIC ACID, BUFFER AMPEROMETRIC
07/23	07/07/2023	57755	553	USA BLUE BOOK	INV0004825	204-34-5370	199.45	199.45	CARTRIDGE HIGH PURITY CLEAR COLOR
07/23	07/07/2023	57755	553	USA BLUE BOOK	INV0004839	204-34-5455	568.41	568.41	Hach PH BUFFER 20L 3 PACK
07/23	07/07/2023	57755	553	USA BLUE BOOK	INV0004963	204-34-5370	224.00	224.00	PREMIUM FACE SHIELD, RAINSUIT, KNEE BOOT COMPOSITE
	Total 57755:							1,323.11	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57756									
07/23	07/07/2023	57756	14156	WEST DIRECT OIL	10476115	204-34-5231	901.86	901.86	TitanIUM 55GAL, CART VAL GM MULTI PURPOSE GREASE
Total 57756:								901.86	
57757									
07/23	07/07/2023	57757	12739	WHITE CAP CONST. SUPPLY	1001822309	211-80-4015	393.49	393.49	ANCHOR BOLT SIMPSON, ZINC HEX NUT, LG BLACK MAXIFLEX GLOVES
Total 57757:								393.49	
57763									
07/23	07/11/2023	57763	14182	21st CENTURY EQUIPMENT LL	P00124	201-34-5233	499.01	499.01	TIRE AND R, BLADE
Total 57763:								499.01	
57764									
07/23	07/11/2023	57764	13683		2903	211-80-4007	52,500.00	52,500.00	Crack Seal Work done in 2022
Total 57764:								52,500.00	
57765									
07/23	07/11/2023	57765	13710	ALL COPY PRODUCTS, INC.	34371555	201-17-5947	1,554.88	1,554.88	COPIER USAGE
Total 57765:								1,554.88	
57766									
07/23	07/11/2023	57766	13266	AMAZON	1F1Y-FFNY-9	201-15-5214	69.99	69.99	BANKERS BOXES
07/23	07/11/2023	57766	13266	AMAZON	1F1Y-FFNY-9	201-14-5214	69.99	69.99	BANKERS BOXES
07/23	07/11/2023	57766	13266	AMAZON	1TN7-HYP7-	201-13-5214	193.30	193.30	PAPER, COFFEE, BUSINESS CARD HOLDER
07/23	07/11/2023	57766	13266	AMAZON	1XF1-RNYJ-	201-13-5214	109.84	109.84	PRINTER INK
Total 57766:								443.12	
57767									
07/23	07/11/2023	57767	14181	BARKER CONSTRUCTION COM	11930	201-42-5423	126.02	126.02	RECYCLED CONCRETE BASE
07/23	07/11/2023	57767	14181	BARKER CONSTRUCTION COM	12105	211-80-4015	1,153.05	1,153.05	RECYCLED CONCRETE BASE
Total 57767:								1,279.07	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57768									
07/23	07/11/2023	57768	551	CENTURYLINK	6.13.2023	201-17-5345	267.62	267.62	PUMP STATION 970-568-0449 065B
Total 57768:								267.62	
57769									
07/23	07/11/2023	57769	13344	CONNELL RESOURCES, INC.	22370-70000	204-34-5434	774.43	774.43	3/8" PEA GRAVEL
07/23	07/11/2023	57769	13344	CONNELL RESOURCES, INC.	22370-70000	211-80-4015	559.14	559.14	1" BEDDING ROCK
Total 57769:								1,333.57	
57770									
07/23	07/10/2023	57770	14170	DEDICATED OVERHEAD DOOR	15710	210-34-5254	2,205.00	2,205.00	6x4 Steel Counter Shutter - Manual Operation w/ pull down rod
Total 57770:								2,205.00	
57771									
07/23	07/11/2023	57771	13624	E-470	2082815676	205-34-5554	55.20	55.20	EXPRESS TOLL CHARGES
Total 57771:								55.20	
57772									
07/23	07/11/2023	57772	13591	Employers Council	0000470138	201-16-5583	191.50	191.50	BACKGROUND CHECKS
Total 57772:								191.50	
57773									
07/23	07/11/2023	57773	14106	Ericka Scott	38150623	201-49-5369	1,170.00	1,170.00	Cleaning services
07/23	07/11/2023	57773	14106	Ericka Scott	LIB/LEEP 06	201-49-5369	1,282.50	1,282.50	Cleaning services
07/23	07/11/2023	57773	14106	Ericka Scott	THMIDWEEK	201-49-5369	400.00	400.00	Cleaning services
07/23	07/11/2023	57773	14106	Ericka Scott	TWNHALL06	201-49-5369	1,260.00	1,260.00	Cleaning services
Total 57773:								4,112.50	
57774									
07/23	07/11/2023	57774	13688	HARTFORD CONSTRUCTION, L	JULY 2023	211-80-4078	31,325.00	31,325.00	10% WARRANTY FOR PARK AND TRAILS ENDED ON 11/22/2021
Total 57774:								31,325.00	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57775									
07/23	07/11/2023	57775	13846	JACOBS ENGINEERING C/O BA	WXXZ2900-0	211-80-4010	53,468.00	53,468.00	WTP Design & Construction
07/23	07/11/2023	57775	13846	JACOBS ENGINEERING C/O BA	WXXZ2900-0	211-80-4010	55,471.48	55,471.48	WTP Design & Construction
Total 57775:								108,939.48	
57776									
07/23	07/11/2023	57776	13847	Lewan Technology	XIN14878	201-17-5579	1,633.00	1,633.00	Office 365 E3 - monthly billing 5/21/2023 -6/20/2023
Total 57776:								1,633.00	
57777									
07/23	07/11/2023	57777	14085	LOVELAND BARRICADE, LLC	20745	211-80-5025	3,209.40	3,209.40	VARIABLE MESSAGE BOARD AND CONES
Total 57777:								3,209.40	
57778									
07/23	07/11/2023	57778	14075	LOVELAND STEAM LAUNDRY	0023252	201-34-5372	9.72	9.72	Customer Shirt and Pant
Total 57778:								9.72	
57779									
07/23	07/11/2023	57779	350	MARCH & OLIVE, LLC	157282	201-11-5352	4,063.00	4,063.00	2023 General Fund - Board Matters
07/23	07/11/2023	57779	350	MARCH & OLIVE, LLC	157303	201-12-5359	216.00	216.00	CRIMINAL DOCKET
07/23	07/11/2023	57779	350	MARCH & OLIVE, LLC	157415	201-12-5359	2,000.00	2,000.00	CRIMINAL DOCKET
07/23	07/11/2023	57779	350	MARCH & OLIVE, LLC	157468	201-13-5352	1,219.41	1,219.41	2023 General Fund - Administration
07/23	07/11/2023	57779	350	MARCH & OLIVE, LLC	157470	201-11-5352	2,585.00	2,585.00	2023 Planning Department - Connell Resources
Total 57779:								10,083.41	
57780									
07/23	07/11/2023	57780	13528	NORTHERN COLORADO SPOR	10302	210-51-5165	625.00	625.00	SCHEDULING/ADMIN - JULY
07/23	07/11/2023	57780	13528	NORTHERN COLORADO SPOR	10303	210-51-5165	625.00	625.00	SCHEDULING/ADMIN - APRIL
Total 57780:								1,250.00	
57781									
07/23	07/11/2023	57781	12164	SOPER PEST CONTROL	12561	201-34-5456	4,400.00	4,400.00	MOSQUITO CONTROL
07/23	07/11/2023	57781	12164	SOPER PEST CONTROL	12926	201-34-5456	3,800.00	3,800.00	MOSQUITO CONTROL

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
07/23	07/11/2023	57781	12164	SOPER PEST CONTROL	12944	201-34-5456	3,800.00	3,800.00	MOSQUITO CONTROL
Total 57781:								12,000.00	
57782									
07/23	07/11/2023	57782	13856	TROPHY CREATIVE LLC	36767	201-55-5214	88.00	88.00	NAME TAGS - LIBRARY
07/23	07/11/2023	57782	13856	TROPHY CREATIVE LLC	36767	201-34-5941	22.00	22.00	NAME TAGS - PUBLIC WORKS
07/23	07/11/2023	57782	13856	TROPHY CREATIVE LLC	36767	210-51-5223	121.00	121.00	NAME TAGS - RECREATION
Total 57782:								231.00	
57783									
07/23	07/11/2023	57783	14138	WESTWATER RESEARCH LLC	23-32606	204-34-5356	2,138.75	2,138.75	Consulting Services
Total 57783:								2,138.75	
57784									
07/23	07/11/2023	57784	14179	Willis Productions, LLC	6/1/23	201-55-5337	600.00	600.00	Library event apperance: The Story Bakers: All Together Now
Total 57784:								600.00	
57785									
07/23	07/13/2023	57785	14098	REPUBLIC SERVICES INC.	0642-000563	201-34-5398	326.81	326.81	1 ADA RESTROOM
07/23	07/13/2023	57785	14098	REPUBLIC SERVICES INC.	0642-000587	201-34-5398	1,372.32	1,372.32	TRASH & RECYCLING
07/23	07/13/2023	57785	14098	REPUBLIC SERVICES INC.	0642-000592	210-34-5365	3,244.66	3,244.66	PORTABLE RESTROOM SERVICE
Total 57785:								4,943.79	
57786									
07/23	07/19/2023	57786	10326	4Rivers Equipment	1506871	201-34-5233	463.33	463.33	OIL FILTERS
07/23	07/19/2023	57786	10326	4Rivers Equipment	1507271	201-34-5233	705.86	705.86	DRAIN VALVE, AIR FILTER, STRAP, HY-GARD, HYDRAULIC, LOCK NUT
07/23	07/19/2023	57786	10326	4Rivers Equipment	1510898	210-34-5233	541.38	541.38	DURA-MAX CUTTING EDGE, & BOLTS
07/23	07/19/2023	57786	10326	4Rivers Equipment	1512046	201-34-5233	81.26	81.26	LAMP
Total 57786:								1,791.83	
57787									
07/23	07/19/2023	57787	10291	ADVANCED AUTO PARTS	8177316470	204-34-5233	83.78	83.78	fUEL sys antifrz

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
	Total 57787:							83.78	
57788									
07/23	07/19/2023	57788	13266	AMAZON	11TR-LLFT-3	201-13-5214	52.41	52.41	OUTDOOR NOTICE BOARD MSB
07/23	07/19/2023	57788	13266	AMAZON	17QT-YMCR-	201-49-5367	32.99	32.99	SOAP DISPENSER MSB
07/23	07/19/2023	57788	13266	AMAZON	19P7-K9W1-	201-16-5214	53.96	53.96	PHONE CASES
	Total 57788:							139.36	
57789									
07/23	07/19/2023	57789	14136	Analytical Environmental Laborato	102496	204-34-5334	405.00	405.00	Odor and Taste Contaminants
07/23	07/19/2023	57789	14136	Analytical Environmental Laborato	102497	204-34-5334	405.00	405.00	Odor and Taste Contaminants
	Total 57789:							810.00	
57790									
07/23	07/19/2023	57790	13942	AWP INC	500513239	203-34-5240	342.44	342.44	YIELD SIGNS
	Total 57790:							342.44	
57791									
07/23	07/19/2023	57791	13347	BNSF RAILWAY COMPANY	90254359	201-00-2207	75,316.49	75,316.49	SIGNAL INSTALLATION PROJECT GW BUSH AVE
	Total 57791:							75,316.49	
57792									
07/23	07/19/2023	57792	13454	BRYAN EHRLICH	129	201-11-5950	10,281.40	10,281.40	20% REMAINING AFTER COMPLETION OF PYRO MUSICAL 4TH OF JULY
	Total 57792:							10,281.40	
57793									
07/23	07/19/2023	57793	14048	C & W TRUCK AND TRAILER PA	01NV046550	210-34-5233	718.53	718.53	CLUTCH KIT, AIR CONDITIONING RECEIVER, EXPANSION VALVE
	Total 57793:							718.53	
57794									
07/23	07/19/2023	57794	12210	CHEMTRADE CHEMICALS US L	93562131	204-34-5221	7,923.47	7,923.47	Aluminum Sulfate for WTP

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 57794:								7,923.47	
57795									
07/23	07/19/2023	57795	13448	COLORADO ANALYTICAL LAB	230605008	205-34-5554	339.00	339.00	WRF TESTING
07/23	07/19/2023	57795	13448	COLORADO ANALYTICAL LAB	230612009	205-34-5554	302.00	302.00	WRF TESTING
07/23	07/19/2023	57795	13448	COLORADO ANALYTICAL LAB	230612016	205-34-5554	27.00	27.00	E-COLI TESTING
07/23	07/19/2023	57795	13448	COLORADO ANALYTICAL LAB	230619019	205-34-5554	302.00	302.00	WRF TESTING
07/23	07/19/2023	57795	13448	COLORADO ANALYTICAL LAB	230619059	205-34-5554	27.00	27.00	E-COLI
07/23	07/19/2023	57795	13448	COLORADO ANALYTICAL LAB	230626024	205-34-5554	27.00	27.00	E-COLI TESTING
07/23	07/19/2023	57795	13448	COLORADO ANALYTICAL LAB	230628074	204-34-5334	290.00	290.00	WTP TESTING
Total 57795:								1,314.00	
57796									
07/23	07/19/2023	57796	10290	COLORADOAN	0005501485	201-18-5331	24.32	24.32	0005624356 ZONE MAP
07/23	07/19/2023	57796	10290	COLORADOAN	0005653389	201-11-5331	20.63	20.63	0005689300 ORDINANCE 2
07/23	07/19/2023	57796	10290	COLORADOAN	0005653389	201-11-5331	21.09	21.09	0005689308 ORDINANCE 4
07/23	07/19/2023	57796	10290	COLORADOAN	0005653389	201-18-5331	21.55	21.55	0005693171 PUBLIC HEARING VARIANCE 8121 FIRST ST
07/23	07/19/2023	57796	10290	COLORADOAN	0005653389	201-11-5331	20.63	20.63	0005701075 ORDINANCE 5
07/23	07/19/2023	57796	10290	COLORADOAN	0005653389	201-18-5331	28.48	28.48	005716136 PUBLIC HEARING SADDLEBACK SUBDIVISION REZONE REPLAT
07/23	07/19/2023	57796	10290	COLORADOAN	0005741204	201-18-5331	23.40	23.40	PUBLIC HEARING
Total 57796:								160.10	
57797									
07/23	07/19/2023	57797	143	CPS DISTRIBUTORS	0009981094-	210-34-5237	670.52	670.52	IRRIGATION PARTS
07/23	07/19/2023	57797	143	CPS DISTRIBUTORS	0010209492-	210-34-5237	1,080.16	1,080.16	IRRIGATION PARTS
07/23	07/19/2023	57797	143	CPS DISTRIBUTORS	0010239576-	210-34-5237	59.90	59.90	IRRIGATION PARTS
07/23	07/19/2023	57797	143	CPS DISTRIBUTORS	FC0923-000	210-34-5237	27.56	27.56	Finance charge for JuLY
Total 57797:								1,838.14	
57798									
07/23	07/19/2023	57798	12912	EVOQUA WATER TECHNOLOGI	905904496	204-34-5433	1,395.00	1,395.00	W3TSP003
07/23	07/19/2023	57798	12912	EVOQUA WATER TECHNOLOGI	905939559	204-34-5221	9,327.50	9,327.50	WTP Ata Klor 25 TOTE
07/23	07/19/2023	57798	12912	EVOQUA WATER TECHNOLOGI	905955496	204-34-5433	1,395.00	1,395.00	W3TSP003

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
	Total 57798:							12,117.50	
57799									
07/23	07/19/2023	57799	12664	E-Z POUR READY MIX	14268	211-80-4015	470.50	470.50	concrete
	Total 57799:							470.50	
57800									
07/23	07/19/2023	57800	232	GRAINGER	9738946368	211-80-4015	91.78	91.78	POST SLEEVE
07/23	07/19/2023	57800	232	GRAINGER	9749982287	211-80-4015	112.64	112.64	BOLLARD COVER 6" YELLOW
07/23	07/19/2023	57800	232	GRAINGER	9750584261	204-34-5370	21.81	21.81	HINGED BALACLAVA, WIND-PROOF, 3 PANEL
	Total 57800:							226.23	
57801									
07/23	07/19/2023	57801	14043	GREELEY LOCK& KEY	0000022521	204-34-5433	73.00	73.00	KEYS MADE FOR WTP
	Total 57801:							73.00	
57802									
07/23	07/19/2023	57802	237	HACH CO.	13627624	204-34-5455	82.29	82.29	PAO STD SOLN, .00564N 1000ML
07/23	07/19/2023	57802	237	HACH CO.	13629598	204-34-5455	121.30	121.30	SPADNS2 FLUORIDE RGT ACCUVAC, 25/PK
07/23	07/19/2023	57802	237	HACH CO.	13629672	204-34-5455	643.00	643.00	ALGAL TOXIN TEST KIT
	Total 57802:							846.59	
57803									
07/23	07/19/2023	57803	13679	HARCROS CHECMICALS INC	101007419	204-34-5221	13,400.00	13,400.00	ACTIVATED CARBON
	Total 57803:							13,400.00	
57804									
07/23	07/19/2023	57804	13695	KING LEE CHECMICAL COMPA	10868	204-34-5221	4,173.99	4,173.99	PRETREAT PLUS
	Total 57804:							4,173.99	
57805									
07/23	07/19/2023	57805	325	LARIMER COUNTY SHERIFF	23-0608	201-21-5364	446,284.41	446,284.41	2ND QUARTER 2023 LAW ENFROCEMENTS SERVICES

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
	Total 57805:							446,284.41	
57806									
07/23	07/19/2023	57806	14075	LOVELAND STEAM LAUNDRY	0023878	201-34-5372	21.87	21.87	Shirt and Pant
	Total 57806:							21.87	
57807									
07/23	07/19/2023	57807	358	MAXEY COMPANIES, INC.	233985	210-34-5233	440.57	440.57	wire 4-wire jacketed, TAIL GATE LIFT, LITS, CLAMP BODY
	Total 57807:							440.57	
57808									
07/23	07/19/2023	57808	13760	McDonald Farms Enterprises	0083150-IN	205-34-5440	684.00	684.00	ROLLOFF
07/23	07/19/2023	57808	13760	McDonald Farms Enterprises	0083187-IN	205-34-5440	684.00	684.00	ROLLOFF
	Total 57808:							1,368.00	
57809									
07/23	07/19/2023	57809	13910	MOSES, WITTEMYER, HARRIS	15609	204-34-5352	875.50	875.50	PROFESSIONAL SERVICES
	Total 57809:							875.50	
57810									
07/23	07/19/2023	57810	12953	Frank Parts CO	177400	204-34-5455	71.88	71.88	FRIGI QUIET II
07/23	07/19/2023	57810	12953	Frank Parts CO	178019	201-34-5233	8.88	8.88	Napa Gold OiL FILTER
	Total 57810:							80.76	
57811									
07/23	07/19/2023	57811	13528	NORTHERN COLORADO SPOR	9710	210-51-5166	297.50	297.50	BASEBALL
07/23	07/19/2023	57811	13528	NORTHERN COLORADO SPOR	9721	210-51-5166	590.00	590.00	BASEBALL & SP SOFTBALL
	Total 57811:							887.50	
57812									
07/23	07/19/2023	57812	432	POUDRE VALLEY CO-OP	0196628AP	201-34-5231	240.04	240.04	Tire MOUNT, VALVE STEMS, TIRE DISPOSAL
07/23	07/19/2023	57812	432	POUDRE VALLEY CO-OP	0210971BP	204-34-5434	38.74	38.74	UNION COPPER, COUPLE&STOP, BRUSCH BRASS SCRATCH

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
07/23	07/19/2023	57812	432	POUDRE VALLEY CO-OP	0213453BP	203-34-5397	198.38	198.38	ROUNDUP POWERMAX
Total 57812:								477.16	
57813									
07/23	07/19/2023	57813	14098	REPUBLIC SERVICES INC.	0642-000559	210-34-5365	1,753.23	1,753.23	PORTABLE RESTROOM SERVICE
Total 57813:								1,753.23	
57814									
07/23	07/19/2023	57814	14081	ROADSAFE TRAFFIC SYSTEMS	176116	203-34-5240	3,745.75	3,745.75	WHITE AND YELLOW ROAD PAINT
Total 57814:								3,745.75	
57815									
07/23	07/19/2023	57815	13450	SOILOGIC, INC.	119348	211-80-4010	455.00	455.00	TEST PIT & OPEN EXCAVATION OBSERVATIONS
Total 57815:								455.00	
57816									
07/23	07/19/2023	57816	12164	SOPER PEST CONTROL	12942	201-34-5456	175.00	175.00	PRAIRIE DOG TREATMENT AT CEMETERY AND TOWN OWNED FIELD
Total 57816:								175.00	
57817									
07/23	07/19/2023	57817	14183	STERLING CRANE LLC	1019999	211-80-4015	1,114.60	1,114.60	55 TON BOOK TRUCK CRANE RENTAL & OPERATOR FOR METER VAULT SE
Total 57817:								1,114.60	
57818									
07/23	07/19/2023	57818	10253	SUNSTATE EQIPMENT CO	11750145-00	211-80-4015	170.25	170.25	TAMPER-UPRIGHT MEDIUM 4 CYCLE, HYDRANT ADAPTOR
Total 57818:								170.25	
57819									
07/23	07/19/2023	57819	13416	TIMBER LINE ELECTRIC & CON	7958	204-34-5433	230.00	230.00	SCADA SHOWING RED/ANALYZER READING STUCK
07/23	07/19/2023	57819	13416	TIMBER LINE ELECTRIC & CON	7978	204-34-5433	3,997.50	3,997.50	NANO, WILSON WELLS SERVICE COMPUTER TECH WORK

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount		
Total 57819:								4,227.50		
57820										
07/23	07/19/2023	57820	547	UNCC	223061593	205-34-5434	138.68	138.68		LINE LOCATES
07/23	07/19/2023	57820	547	UNCC	223061593	204-34-5434	138.67	138.67		LINE LOCATES
Total 57820:								277.35		
57821										
07/23	07/19/2023	57821	553	USA BLUE BOOK	313529	204-34-5434	1,212.87	1,212.87		BRASS GATE VALVE, FLOW TESTING DIFFUSER
07/23	07/19/2023	57821	553	USA BLUE BOOK	324640	204-34-5455	258.34	258.34		Hach DPD 10 ML
07/23	07/19/2023	57821	553	USA BLUE BOOK	INV0004537	205-34-5455	867.77	867.77		POCKET PRO+ PH & TEMP TESTER
Total 57821:								2,338.98		
57822										
07/23	07/19/2023	57822	13738	WELD CNTY DEPT PUBLIC HEA	E230161-1	204-34-5334	215.00	215.00		Coliform AND E COLI
07/23	07/19/2023	57822	13738	WELD CNTY DEPT PUBLIC HEA	E230255	204-34-5334	215.00	215.00		Coliform AND E COLI
Total 57822:								430.00		
57823										
07/23	07/19/2023	57823	14119	Williams Scotsman, INC	9017873541	204-34-5433	1,077.80	1,077.80		Mobile office
07/23	07/19/2023	57823	14119	Williams Scotsman, INC	9018129592	204-34-5433	1,130.05	1,130.05		Mobile office
Total 57823:								2,207.85		
57827										
07/23	07/25/2023	57827	14182	21st CENTURY EQUIPMENT LL	P00451	201-34-5233	3,705.39	3,705.39		ARM, LOCK NUT, BOLT, GEAR CASE, WASHER
Total 57827:								3,705.39		
57828										
07/23	07/25/2023	57828	13932		23-0408063-	201-34-5233	616.56	616.56		BRASS VALVE, SCRAP TIRE DISPOSAL, OTR SREVICE CALL
07/23	07/25/2023	57828	13932		23-0408063-	201-34-5233	616.56-	616.56-	V	BRASS VALVE, SCRAP TIRE DISPOSAL, OTR SREVICE CALL
Total 57828:								.00		

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57829									
07/23	07/25/2023	57829	13266	AMAZON	113Y-XK31-Y	201-49-5367	59.98	59.98	COLORADO STATE FLAG
07/23	07/25/2023	57829	13266	AMAZON	17TL-WR1T-	204-34-5455	129.99	129.99	POTASSIUM IODIDE
07/23	07/25/2023	57829	13266	AMAZON	1FM4-YX3R-	201-49-5367	119.36	119.36	AMERICAN FLAGS, COLORADO FLAGS
07/23	07/25/2023	57829	13266	AMAZON	1N91-1YRH-	201-34-5372	437.95	437.95	CLOTHING FOR NEW EMPLOYEE TO GET LOGOS ON
07/23	07/25/2023	57829	13266	AMAZON	1PNV-DY1Y-	201-34-5941	101.16	101.16	PAPER TOWELS, TOILET PAPER
07/23	07/25/2023	57829	13266	AMAZON	1PXQ-7CFL-	201-34-5941	36.08	36.08	BINDERS AND DIVIDERS
Total 57829:								884.52	
57830									
07/23	07/25/2023	57830	14136	Analytical Environmental Laborato	102117	204-34-5334	405.00	405.00	Odor and Taste Contaminants
07/23	07/25/2023	57830	14136	Analytical Environmental Laborato	102378	204-34-5334	1,215.00	1,215.00	Odor and Taste Contaminants
Total 57830:								1,620.00	
57831									
07/23	07/25/2023	57831	14048	C & W TRUCK AND TRAILER PA	01NV047029	201-34-5233	234.36	234.36	LED BEACON, PULSE II, LOW PROFILE
07/23	07/25/2023	57831	14048	C & W TRUCK AND TRAILER PA	01NV047187	201-34-5233	1,630.02	1,630.02	CLUTCH KIT, TU-FLO 550 AIR COMP, CORE
07/23	07/25/2023	57831	14048	C & W TRUCK AND TRAILER PA	01NV047231	201-34-5233	84.38	84.38	3/4 X 36 INCH FLUORESCENT ORANGE BOLT-ON
07/23	07/25/2023	57831	14048	C & W TRUCK AND TRAILER PA	01NV047261	210-34-5233	111.26	111.26	LOL PLUS LOCK-ON HOSE, GOVERNOR VALVE, PUSH-LOCK MALE CONNE
Total 57831:								2,060.02	
57832									
07/23	07/25/2023	57832	13656	CEM SALES & SERVICE, INC.	160754	204-34-5221	1,343.82	1,343.82	PRESS AND PLAY REPLACEMENT KIT
Total 57832:								1,343.82	
57833									
07/23	07/25/2023	57833	13681	CINTAS	5167716061	204-34-5941	108.06	108.06	First aid restock - 10691 N CR 11
Total 57833:								108.06	
57834									
07/23	07/25/2023	57834	14076	COGENT, INC	5568223	204-34-5433	240.00	240.00	Service Call
Total 57834:								240.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57835									
07/23	07/25/2023	57835	13448	COLORADO ANALYTICAL LAB	230626011	205-34-5554	302.00	302.00	WRF TESTING
07/23	07/25/2023	57835	13448	COLORADO ANALYTICAL LAB	230703033	205-34-5554	339.00	339.00	WRF TESTING
07/23	07/25/2023	57835	13448	COLORADO ANALYTICAL LAB	230705005	205-34-5554	27.00	27.00	E-COLI TESTING
07/23	07/25/2023	57835	13448	COLORADO ANALYTICAL LAB	230710113	205-34-5554	302.00	302.00	WRF TESTING
07/23	07/25/2023	57835	13448	COLORADO ANALYTICAL LAB	230710121	205-34-5554	27.00	27.00	E-COLI TESTING
07/23	07/25/2023	57835	13448	COLORADO ANALYTICAL LAB	230717011	205-34-5554	27.00	27.00	E-COLI TESTING
Total 57835:								1,024.00	
57836									
07/23	07/25/2023	57836	10290	COLORADOAN	0005775385	201-18-5331	884.65	884.65	ANNEXATION PETITION / PUBLIC HEARINGS
Total 57836:								884.65	
57837									
07/23	07/25/2023	57837	143	CPS DISTRIBUTORS	0011686804-	203-34-5397	253.34	253.34	AIG13240 GLYPHOSATE 4 PLUS WITH SURFACTANT
Total 57837:								253.34	
57838									
07/23	07/25/2023	57838	10328	DPC INDUSTRIES, INC	737002191-2	204-34-5221	1,021.44	1,021.44	Caustic Soda 25%
07/23	07/25/2023	57838	10328	DPC INDUSTRIES, INC	737002414-2	204-34-5221	1,021.44	1,021.44	Caustic Soda 25%
07/23	07/25/2023	57838	10328	DPC INDUSTRIES, INC	737002450-2	204-34-5221	1,021.44	1,021.44	Caustic Soda 25%
07/23	07/25/2023	57838	10328	DPC INDUSTRIES, INC	737002525-2	204-34-5221	1,021.44	1,021.44	Caustic Soda 25%
07/23	07/25/2023	57838	10328	DPC INDUSTRIES, INC	737002676-2	204-34-5221	1,021.44	1,021.44	Caustic Soda 25%
07/23	07/25/2023	57838	10328	DPC INDUSTRIES, INC	DE73000556	204-34-5221	110.00	110.00	Chlorine 150#
Total 57838:								5,217.20	
57839									
07/23	07/25/2023	57839	13052	GOLF & SPORT SOLUTIONS	44515	210-51-5186	1,104.07	1,104.07	GOLD INFIELD MIX
Total 57839:								1,104.07	
57840									
07/23	07/25/2023	57840	232	GRAINGER	9766419130	204-34-5370	105.79	105.79	MAXIFLEX SEAMLESS KNITS 12 PK
07/23	07/25/2023	57840	232	GRAINGER	9770115914	204-34-5370	217.31	217.31	FULL FACE RESPIRATOR
07/23	07/25/2023	57840	232	GRAINGER	9771020550	204-34-5433	255.01	255.01	CAM AND GROOVE ADAPTER, DIGITAL CLAMP METER

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
07/23	07/25/2023	57840	232	GRAINGER	9771057313	204-34-5433	1,080.99	1,080.99	1 HP, SEWAGE EJECTOR PUMP
07/23	07/25/2023	57840	232	GRAINGER	9775681118	204-34-5433	379.20	379.20	12 CARTRIDGE, YELLOW BAYONET, AND 12 FILTER HOLDERS
07/23	07/25/2023	57840	232	GRAINGER	9778208638	204-34-5370	115.24	115.24	GLOVES, UNIVERSAL LOCK
Total 57840:								2,153.54	
57841									
07/23	07/25/2023	57841	237	HACH CO.	13653457	204-34-5455	259.67	259.67	HACH FLUORIDE VIAL TEST
07/23	07/25/2023	57841	237	HACH CO.	13655706	204-34-5455	830.00	830.00	PH Probe
07/23	07/25/2023	57841	237	HACH CO.	13663629	204-34-5969	3,099.50	3,099.50	REPAIR SPECTROPHOTOMETER
07/23	07/25/2023	57841	237	HACH CO.	13668783	204-34-5221	641.00	641.00	SODIUM CHLORIDE
Total 57841:								4,830.17	
57842									
07/23	07/25/2023	57842	13679	HARCROS CHECMICALS INC	101007728	204-34-5221	1,189.00	1,189.00	MURIATIC ACID 15%
Total 57842:								1,189.00	
57843									
07/23	07/25/2023	57843	13846	JACOBS ENGINEERING C/O BA	WXXZ2900-0	211-80-4010	50,888.75	50,888.75	WATER PLANT EXPANSION CONSTRUCTION & CONSTRUCTION MANAGEM
Total 57843:								50,888.75	
57844									
07/23	07/25/2023	57844	14185	JOE JOHNSON EQUIPMENT	S00063	205-34-5233	3,841.86	3,841.86	VACTOR REPAIR
Total 57844:								3,841.86	
57845									
07/23	07/25/2023	57845	13847	Lewan Technology	XIN14124	201-17-5579	3,423.00	3,423.00	Cloud Managed Licensing
07/23	07/25/2023	57845	13847	Lewan Technology	XIN14130	201-17-5579	3,423.00	3,423.00	Cloud Managed Licensing
07/23	07/25/2023	57845	13847	Lewan Technology	XIN16031	201-17-5579	1,633.00	1,633.00	Office 365 E3 - monthly billing 6/21/2023 - 7/20/2023
Total 57845:								8,479.00	
57846									
07/23	07/25/2023	57846	14075	LOVELAND STEAM LAUNDRY	0017874	201-34-5372	24.30	24.30	Customer Shirt and Pant
07/23	07/25/2023	57846	14075	LOVELAND STEAM LAUNDRY	0024363	201-34-5372	12.15	12.15	Shirt and Pant

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
	Total 57846:							36.45	
57847									
07/23	07/25/2023	57847	13760	McDonald Farms Enterprises	0084247-IN	205-34-5440	1,368.00	1,368.00	ROLLOFF
	Total 57847:							1,368.00	
57848									
07/23	07/25/2023	57848	13929	WILLIAM SCOTSMAN, INC.	9016626266	204-34-5433	275.00	275.00	MS CUSTOMER RETENTION
07/23	07/25/2023	57848	13929	WILLIAM SCOTSMAN, INC.	9018240840	205-34-5433	681.08	681.08	Office steel 20' open bay
07/23	07/25/2023	57848	13929	WILLIAM SCOTSMAN, INC.	9018252769	205-34-5433	172.50	172.50	FURNITURE PACKAGE
	Total 57848:							1,128.58	
57849									
07/23	07/25/2023	57849	12953	Frank Parts CO	178217	210-34-5233	53.55	53.55	TEMPERATURE SENSOR, FLEET CHARGE A F GAL
	Total 57849:							53.55	
57850									
07/23	07/25/2023	57850	13528	NORTHERN COLORADO SPOR	10344	210-51-5165	625.00	625.00	SCHEDULING/ADMIN FOR AUGUST 2023
07/23	07/25/2023	57850	13528	NORTHERN COLORADO SPOR	9734	210-51-5166	340.00	340.00	BASEBALL AND SP SOFTBALL
	Total 57850:							965.00	
57851									
07/23	07/25/2023	57851	428	PITNEY BOWES BANK INC PUR	JUNE 2023	201-14-5311	258.23	258.23	POSTAGE FOR METER
	Total 57851:							258.23	
57852									
07/23	07/25/2023	57852	13497	QUALITY WELL AND PUMP, LLC	2023-2442	211-80-4014	6,096.60	6,096.60	SERVICE CALL WELL #2
	Total 57852:							6,096.60	
57853									
07/23	07/25/2023	57853	13450	SOILOGIC, INC.	119624	211-80-4010	300.00	300.00	OPENHOLE OBSERVATION WATER PLANT EXPANSION

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
	Total 57853:							300.00	
57854									
07/23	07/25/2023	57854	14102	THE F.A. BARTLETT TREE EXPE	40941575-0	211-80-4006	3,470.00	3,470.00	ReMOVE 2 ASH TREES
	Total 57854:							3,470.00	
57855									
07/23	07/25/2023	57855	14083	TROJAN TECHNOLOGIES GRO	200 / 13499	204-34-5433	1,672.65	1,672.65	LAMP
	Total 57855:							1,672.65	
57856									
07/23	07/25/2023	57856	13795	UNITED MAILING	20108	201-14-5321	3,438.20	3,438.20	Mailing & printing of July utility bills & inserts
	Total 57856:							3,438.20	
57857									
07/23	07/25/2023	57857	553	USA BLUE BOOK	INV0007540	204-34-5455	375.80	375.80	Hach TNT + FLUORIDE
	Total 57857:							375.80	
57858									
07/23	07/25/2023	57858	13932		23-0408063-	201-34-5233	616.56	616.56	BRASS VALVE, SCRAP TIRE DISPOSAL, OTR SREVICE CALL
07/23	07/25/2023	57858	13932		23-0408063-	201-34-5233	616.56-	616.56- V	BRASS VALVE, SCRAP TIRE DISPOSAL, OTR SREVICE CALL
	Total 57858:							.00	
57859									
07/23	07/25/2023	57859	13891	ALL OUT FENCE LLC	1212	201-18-5355	1,200.00	1,200.00	MOWING
07/23	07/25/2023	57859	13891	ALL OUT FENCE LLC	1212	201-18-5356	900.00	900.00	MOWING
	Total 57859:							2,100.00	
57860									
07/23	07/25/2023	57860	13313	LARIMER COUNTY TREASURE	SCHEDULE	201-18-5335	66.54	66.54	PROPERTY TAXES FOR 2022 - COUNTRY LANE ANNEXATION DONATED PR

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount		
	Total 57860:							66.54		
57861										
07/23	07/25/2023	57861	14082	LUMEN	648188820	201-17-5345	3,901.18	3,901.18		IP AND DATA SERVICES
	Total 57861:							3,901.18		
57862										
07/23	07/25/2023	57862	14104	Jami Sterkel	06052023	210-05-3175	110.00	110.00		RECREATION REFUNDS
07/23	07/25/2023	57862	14104	Jami Sterkel	06052023	210-05-3175	110.00-	110.00-	V	RECREATION REFUNDS
	Total 57862:							.00		
57863										
07/23	07/25/2023	57863	13932	Jack's Tire & Oil Management Co	23-0408063-	201-34-5233	616.56	616.56		BRASS VALVE, SCRAP TIRE DISPOSAL, OTR SREVICE CALL
	Total 57863:							616.56		
57927										
07/23	07/11/2023	57927	13991	MOLTZ CONSTRUCTION, INC	PAY REQUE	211-80-4083	2,166,147.90	2,166,147.90		WWTP EXPANSION Construction
	Total 57927:							2,166,147.90		
57931										
07/23	07/19/2023	57931	14041	HENSEL PHELPS CONSTRUCTI	PAY REQUE	211-80-4010	773,538.45	773,538.45		WATER PLANT EXPANSION CONTRUCTION & CONSTRUCTION MGMT
	Total 57931:							773,538.45		
6012029										
07/23	07/24/2023	6012029	13491	WEX BANK	90225260	201-34-5231	2,536.88	2,536.88		
07/23	07/24/2023	6012029	13491	WEX BANK	90225260	205-34-5231	957.98	957.98		
07/23	07/24/2023	6012029	13491	WEX BANK	90225260	201-13-5933	412.23	412.23		
07/23	07/24/2023	6012029	13491	WEX BANK	90225260	210-34-5231	1,771.78	1,771.78		
07/23	07/24/2023	6012029	13491	WEX BANK	90225260	207-34-5231	95.72	95.72		
07/23	07/24/2023	6012029	13491	WEX BANK	90225260	204-34-5231	1,326.13	1,326.13		
	Total 6012029:							7,100.72		

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
8152055									
07/23	07/25/2023	8152055	13867		07252023	201-00-2516	5,499.00	5,499.00	Workers Comp.
	Total 8152055:							5,499.00	
	Grand Totals:							4,073,027.16	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
201-00-2000	14,485.12	714,921.74-	700,436.62-
201-00-2207	75,516.49	100.00-	75,416.49
201-00-2210	33,644.01	.00	33,644.01
201-00-2516	5,499.00	.00	5,499.00
201-02-3430	.00	1,121.46-	1,121.46-
201-11-5192	8,871.95	1,411.16-	7,460.79
201-11-5331	1,112.35	.00	1,112.35
201-11-5352	6,648.00	.00	6,648.00
201-11-5380	7,833.36	3,916.68-	3,916.68
201-11-5950	10,281.40	.00	10,281.40
201-12-5109	1,500.00	.00	1,500.00
201-12-5359	2,216.00	.00	2,216.00
201-13-5214	416.49	.00	416.49
201-13-5352	1,219.41	.00	1,219.41
201-13-5380	2,833.36	1,416.68-	1,416.68
201-13-5933	412.23	.00	412.23
201-14-5214	69.99	.00	69.99
201-14-5311	425.72	19.30-	406.42
201-14-5321	3,438.20	.00	3,438.20
201-14-5335	899.00	1,798.00-	899.00-
201-15-5214	69.99	.00	69.99
201-16-5214	145.95	.00	145.95
201-16-5583	191.50	.00	191.50
201-17-5345	4,168.80	.00	4,168.80
201-17-5579	10,567.94	227.97-	10,339.97
201-17-5947	1,554.88	.00	1,554.88

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
201-18-5214	44.00	22.00-	22.00
201-18-5331	982.40	.00	982.40
201-18-5335	66.54	.00	66.54
201-18-5350	47,079.62	.00	47,079.62
201-18-5355	1,200.00	.00	1,200.00
201-18-5356	900.00	.00	900.00
201-21-5364	446,284.41	.00	446,284.41
201-34-5231	2,776.92	.00	2,776.92
201-34-5233	10,824.86	1,902.71-	8,922.15
201-34-5372	557.02	.00	557.02
201-34-5380	2,096.50	1,048.25-	1,048.25
201-34-5398	1,699.13	.00	1,699.13
201-34-5456	12,175.00	.00	12,175.00
201-34-5941	208.24	.00	208.24
201-42-5423	126.02	.00	126.02
201-49-5344	350.41	.00	350.41
201-49-5367	1,718.65	753.16-	965.49
201-49-5369	4,112.50	.00	4,112.50
201-55-5214	613.24	262.62-	350.62
201-55-5337	1,539.88	469.94-	1,069.94
201-55-5387	30.38	15.19-	15.19
203-00-2000	.00	4,539.91-	4,539.91-
203-34-5240	4,088.19	.00	4,088.19
203-34-5397	451.72	.00	451.72
204-00-2000	2,040.51	86,439.84-	84,399.33-
204-34-5221	46,488.78	.00	46,488.78
204-34-5227	3,223.81	250.58-	2,973.23
204-34-5231	2,227.99	.00	2,227.99
204-34-5233	486.16	201.19-	284.97
204-34-5334	3,960.00	.00	3,960.00
204-34-5352	875.50	.00	875.50
204-34-5356	2,138.75	.00	2,138.75
204-34-5370	2,803.41	895.69-	1,907.72
204-34-5422	65.86	32.93-	32.93
204-34-5433	14,813.13	489.42-	14,323.71
204-34-5434	2,506.11	170.70-	2,335.41
204-34-5455	3,642.78	.00	3,642.78
204-34-5941	108.06	.00	108.06
204-34-5969	3,099.50	.00	3,099.50
205-00-2000	2,109.37	20,714.25-	18,604.88-

GL Account	Debit	Credit	Proof
205-34-5231	957.98	.00	957.98
205-34-5233	4,896.64	137.39-	4,759.25
205-34-5241	77.96	38.98-	38.98
205-34-5344	212.43	.00	212.43
205-34-5380	3,236.97	366.00-	2,870.97
205-34-5384	602.26	301.13-	301.13
205-34-5432	80.36	40.18-	40.18
205-34-5433	2,572.80	432.82-	2,139.98
205-34-5434	144.66	2.99-	141.67
205-34-5440	3,360.00	.00	3,360.00
205-34-5455	1,773.99	94.88-	1,679.11
205-34-5554	2,798.20	695.00-	2,103.20
207-00-2000	.00	95.72-	95.72-
207-34-5231	95.72	.00	95.72
210-00-2000	3,720.57	58,431.00-	54,710.43-
210-05-3175	110.00	110.00-	.00
210-34-5231	1,771.78	.00	1,771.78
210-34-5233	2,567.84	261.03-	2,306.81
210-34-5237	3,449.52	805.69-	2,643.83
210-34-5254	4,337.23	254.26-	4,082.97
210-34-5344	48.46	.00	48.46
210-34-5365	4,997.89	.00	4,997.89
210-34-5372	135.98	67.99-	67.99
210-34-5941	39.64	.00	39.64
210-34-5942	6,342.00	.00	6,342.00
210-51-5144	295.20	.00	295.20
210-51-5165	1,875.00	.00	1,875.00
210-51-5166	2,765.00	.00	2,765.00
210-51-5186	1,104.07	.00	1,104.07
210-51-5223	285.10	82.05-	203.05
210-51-5401	5,851.30	2,139.55-	3,711.75
210-90-5630	21,196.70	.00	21,196.70
210-90-5632	1,258.29	.00	1,258.29
211-00-2000	1,206.38	3,211,446.65-	3,210,240.27-
211-80-4006	4,595.00	.00	4,595.00
211-80-4007	52,500.00	.00	52,500.00
211-80-4010	935,926.68	.00	935,926.68
211-80-4014	6,096.60	.00	6,096.60
211-80-4015	6,637.07	1,206.38-	5,430.69
211-80-4078	31,325.00	.00	31,325.00

GL Account	Debit	Credit	Proof
211-80-4083	2,171,156.90	.00	2,171,156.90
211-80-5025	3,209.40	.00	3,209.40
Grand Totals:	4,120,151.06	4,120,151.06-	.00

Dated: _____

Mayor: _____

City Council: _____

_____

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_____

_____

_____

City Recorder: _____

Report Criteria:
Report type: GL detail

Board of Trustees Meeting

Date: **September 26, 2023**
Subject: **Monthly Utility Report - August 2023**

BACKGROUND / DISCUSSION

Please see the attached Monthly Utility Report. This report includes data through the end of August 2023.

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. 2023-09-01 Utility Production and Operational Summary Report - Combined

Wellington Water and Wastewater Utilities
Monthly Production and Operational Summary Report
As of September 1, 2023

August Production Summary

- Water
  - Total August monthly volumetric production to meet demand was 34 million gallons (MG), which is the lowest August production in the last 5 years. This continues a trend the lower-than-average water usage for 2023.
    - The Conventional Plant produced 26 MG.
    - The Nanofiltration Plant produced 8 MG.
  - Please see the attached charts for various additional data related to drinking water production.

- Wastewater
  - August Summary
    - The total influent volume for August was 21 MG, which is about average for the last 5 years.
    - Hydraulic loading was at 0.66 million gallons per day (MGD). This hydraulic loading represents 74% of the maximum permitted hydraulic capacity.
    - Organic loading was 1,944 pounds of BOD, which is the fourth highest total for the last 5 years. This represents 74% of the maximum permitted organic capacity.
  - Please see the attached charts for various additional data related to water reclamation production.

August Operational Summary

- Water Treatment Plants
  - Conventional Plant
    - Operators continue to coordinate with the expansion project contractor daily. Numerous sequencing and coordination issues are resolved on a daily or hourly basis.
    - Operators and Contractors have begun planning for upcoming shutdowns required for construction work as well as work to begin on the 2MG Tank Coating project.

- Water Reclamation Facility
  - Operators continue to coordinate with the expansion project contractor daily. Numerous sequencing and coordination issues are resolved on a daily or hourly basis.

Wellington Water Treatment Plant Expansion Project

Project Status Summary Report

As of September 1, 2023

Schedule Update

- The contractor has requested eleven (11) weather days to date. The project is currently on schedule for Final Completion on August 29, 2024. Material and equipment procurement continues to be the biggest threat to the project schedule. Milestone dates are as follows:
    - Notice to Proceed May 11, 2022
    - Substantial Completion May 6, 2024
    - Final Completion August 29, 2024
    - Days remaining to Final Completion 247 days.

Construction Update

- Work completed or in progress listed under each structure.
    - Site Work
        - Maintained SWMP BMPs.
        - The new Raw Water line was installed between the new Treatment Building and the existing raw water supply from the Pre-Treat Facility. The final connection will be made during a planned shutdown coming up in October.
        - Connection on the new Backwash supply line was started between the new treatment facility and the 1MG tank. The final connection will be made during a planned shutdown coming up in October.
        - Various sanitary sewer lines were installed between the new Treatment Building and the new septic system.
        - Installed the BWW pre-cast wet well.
        - The Town hired contractor completed removal of sludge from the existing south ponds in preparation of decommissioning and earth work related to the expansion project.
    - Treatment Building
        - All wall placements were completed this month on the Treatment Building.
        - Work started on the elevated deck within the Rapid Mix/Filter Gallery area.
    - Ozone Building
        - Footings, walls, and floors were formed and placed within the upper area of the Ozone Building.
        - Foundation waterproofing was installed.
        - Under slab electrical and plumbing were installed.
        - Equipment pad for the Ozone injection skid was poured late this month in anticipation of the skid arriving in September.
    - Chemical Building
        - Drywall framing and installation started.
        - Preparation for chemical coating installation underneath the chemical tanks started this month.
        - Electrical work started within the electrical room.

- Pre-Treatment Building
  - Majority of the work within the Pre-Treatment Building was completed this month. Remaining items are planned for next month as the Contractor works through the punch list.
  - Planning for installation of the new pumps began this month with anticipation that the work may take place during an upcoming planned shutdown.
- Construction team continues to work through design and material submittals requiring approval from the design engineer and Town Project Managers prior to construction.
- Concrete, backfill, compaction testing, welding, and bolt inspections by CTL Thompson as needed.
- Safebuilt has been performing construction inspection on electrical and plumbing components as needed.

- Issues
  - Permanent roof panels that are AIS compliant are expected to arrive on site in September.

Contingency Update

- Contractor Contingency Actions
  - No contractor contingency items occurred during the month of August.
  - Contractor contingency currently has $987,000 remaining or is at 65% remaining.

- Town Contingency Actions
  - It was identified early during construction that bed rock conditions as identified in the geo-technical report and on the design, plans differed from actual field conditions. The team worked through the required design revisions to address the differing field conditions at each structure. Addressing the bed rock conditions at the Ozone Building resulted in a total cost to the Town's Contingency of $5,628.00.
  - Per specifications HVAC Makeup Air Units (MAU) are required to be installed with a Variable Frequency Drive (VFD) with a manual bypass. During procurement it was determined that VFDs with manual bypass configuration will not fit within the MAU enclosure requiring the VFDs and bypass to be located in a separate enclosure. Supply and installation of the separate enclosures and the required electrical work resulted in a total cost to the Town's Contingency of $11,280.00.
  - Owner contingency currently has $1.486 million remaining, which is 98% of the original contingency.

Wellington Water Reclamation Facility Expansion Project

Project Status Summary Report

As of August 1, 2023

Schedule Update

- Project is currently on schedule for Final Completion on October 30, 2024. There have been twelve (12) weather days tracked to date. Material and equipment procurement continues to be the biggest threat to the project schedule. Milestone dates are as follows:
    - Notice to Proceed — April 19, 2022
    - Substantial Completion — August 1, 2024
    - Final Completion — October 30, 2024
    - Days remaining to Final Completion — 288 days

Construction Update

- Work completed or in progress listed under each structure:
    - Site Work
        - Installation of the 4" drain line from headworks to IPLS.
        - Installation 4" drain line from admin to IPLS.
        - Installation of the 4" RS from the headworks to the tie in point.
        - Installation of 2" Natural Gas line realignment
        - Preparation/Coordination of the additional NPW loop on-site.
    - Step Feed Aeration Basin
        - Backfilling around the structure continued throughout the month.
    - Influent Pump Station
        - Minimal work.
    - Secondary Clarifiers
        - No work
    - Step Feed Process Building
        - Waiting on AIS compliant building panels.
        - Minimal work was completed on the building.
    - Orbal Reactor
        - Grind, Patch and Rub tank interior walls.
        - Install course bubble mixing system.
    - UV Digester 5 & 6
        - Work was completed on the 4" WAS and the 6" ALP tie in.
    - UV Digester Blower Building
        - 4" DS suction and discharge encasements were formed and poured
        - Work started on pilaster footings and grade beams.
        - Under slab duct banks were formed and poured.
    - Administration Building
        - Building wall and trim panels were installed.
        - Installation of roof panels and insulation started.
    - Headworks Building
        - Multiple small concrete pours were completed throughout the month as the contractor worked on the grit chamber and the channel deck.
        - Elevated deck sections were formed and poured.

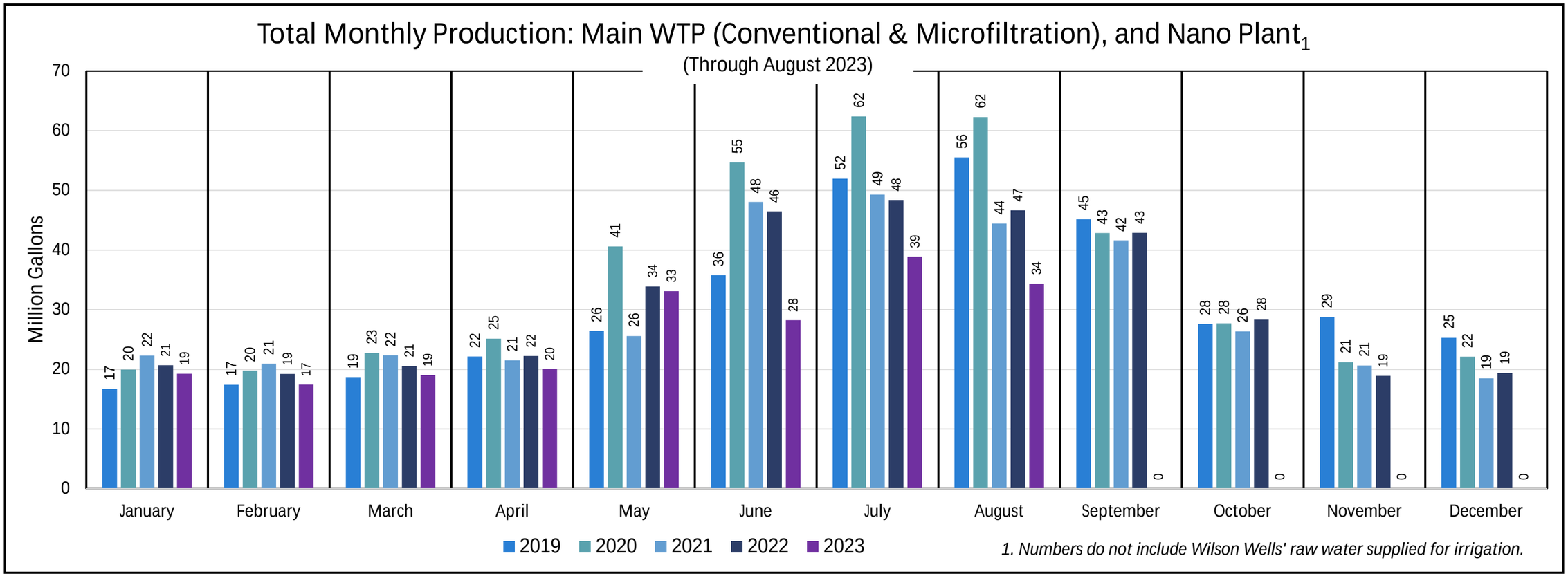
- Construction team continues to work through final material submittals requiring approval from the design engineer prior to construction.
- Concrete, backfill, compaction testing, welding, and bolt inspections by CTL Thompson as needed.
- Electrical and plumbing inspections by Safebuilt as needed.

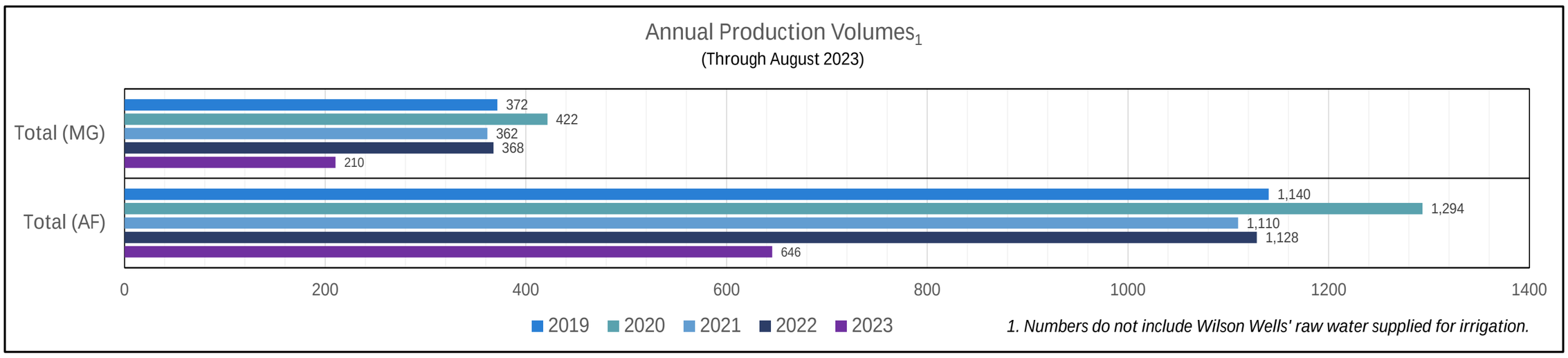
- **Issues**
  - SFPB AIS compliant panels will arrive on site in September.

Contingency Update

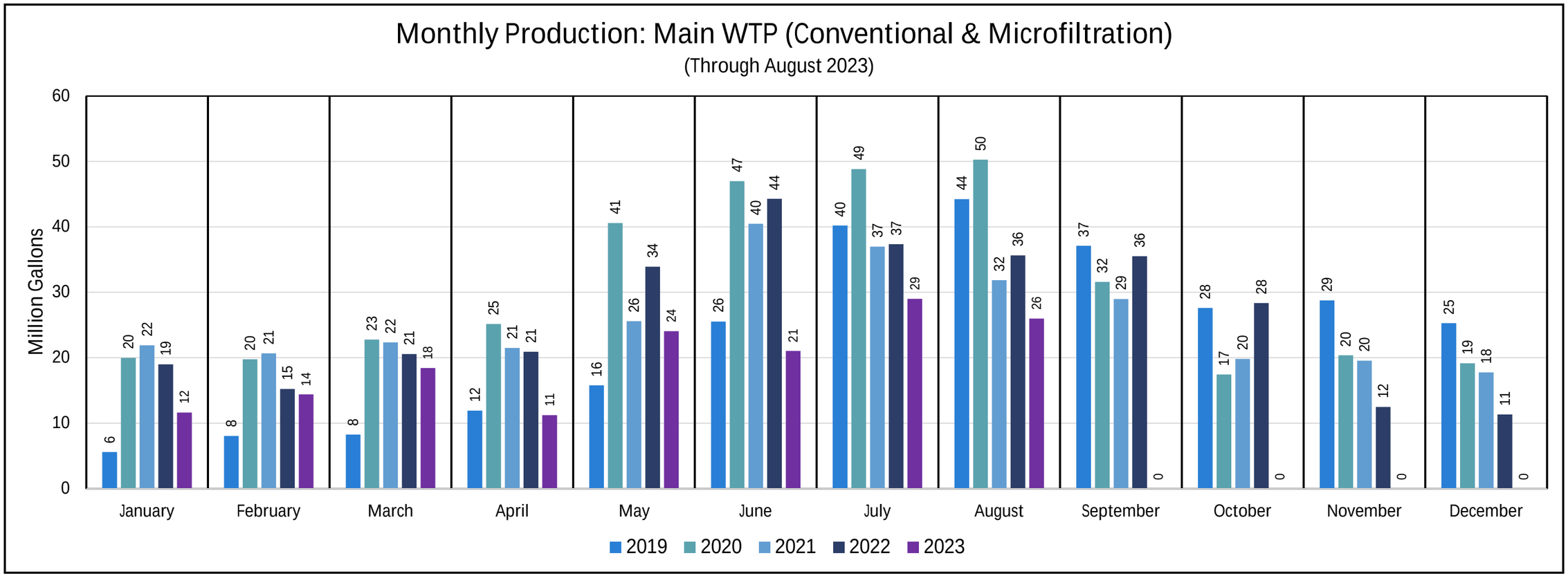
- Contractor Contingency
  - Potable water was routed to the polymer skid room in the Step Feed Process Building as potable water is preferred for mixing the polymer over non potable water. Total cost to the Contractor contingency is $6,531.00.
  - FRP grates were added over the sumps built into the floors of the Chemical Storage Rooms within the Step Feed Process Building. This was identified as a potential safety issue during a walkthrough of the building. Total cost to the Contractor contingency was $3,276.00.
  - The stairs at the Clarifiers were increased from 2.5ft wide to 3ft wide. Total cost to the Contractor Contingency is $4,295.00.
  - Contractor contingency currently has $1.75 million remaining or is at 80% remaining.
- Town Contingency
  - There were no Owner Contingency items this month.
  - Owner contingency currently has $1.076 million remaining, which is 49% of the original contingency.

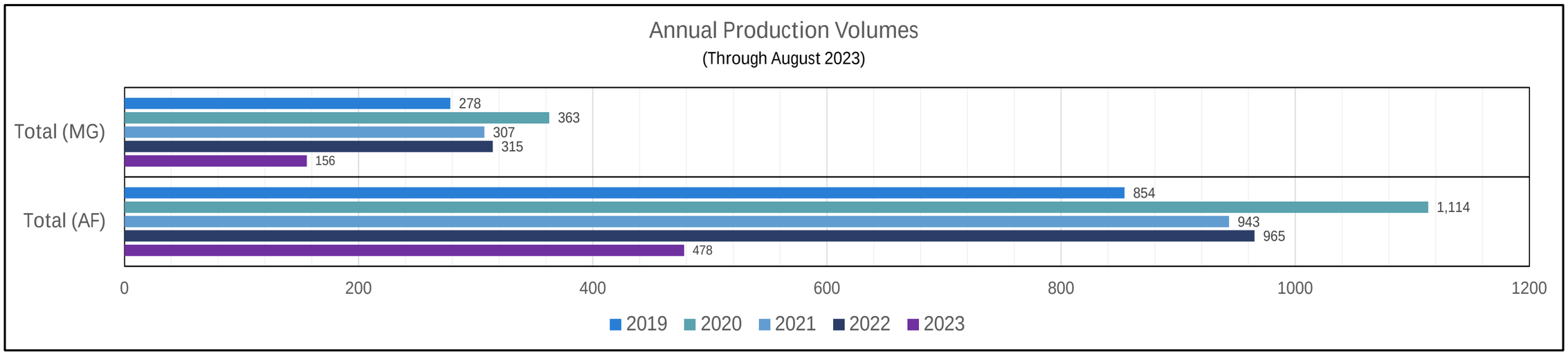
Water Treatment





Water Treatment



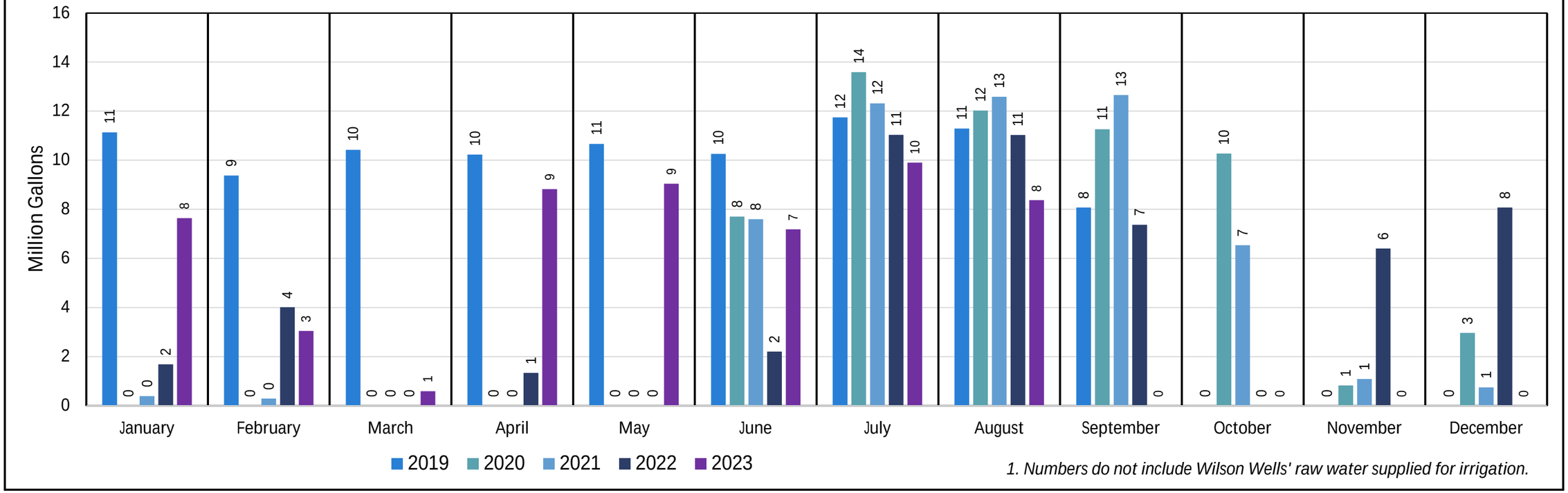


Town of Wellington

Water Treatment

Monthly Production: Nano Plant[1]

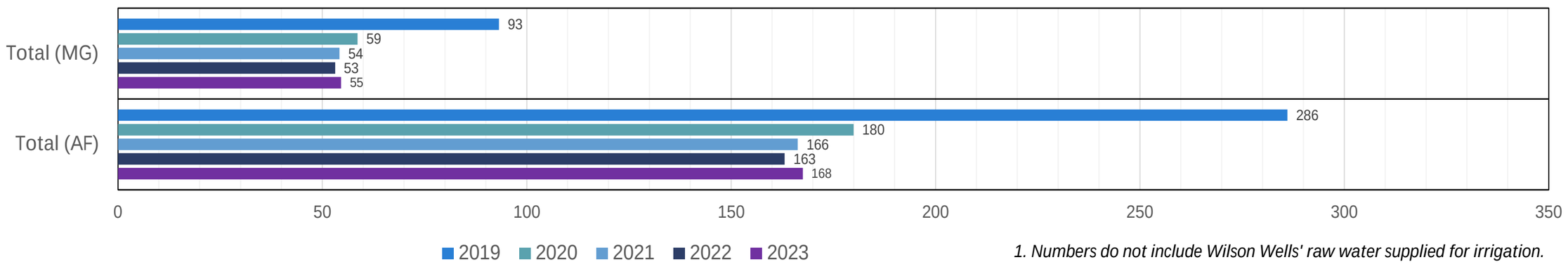
(Through August 2023)



1. Numbers do not include Wilson Wells' raw water supplied for irrigation.

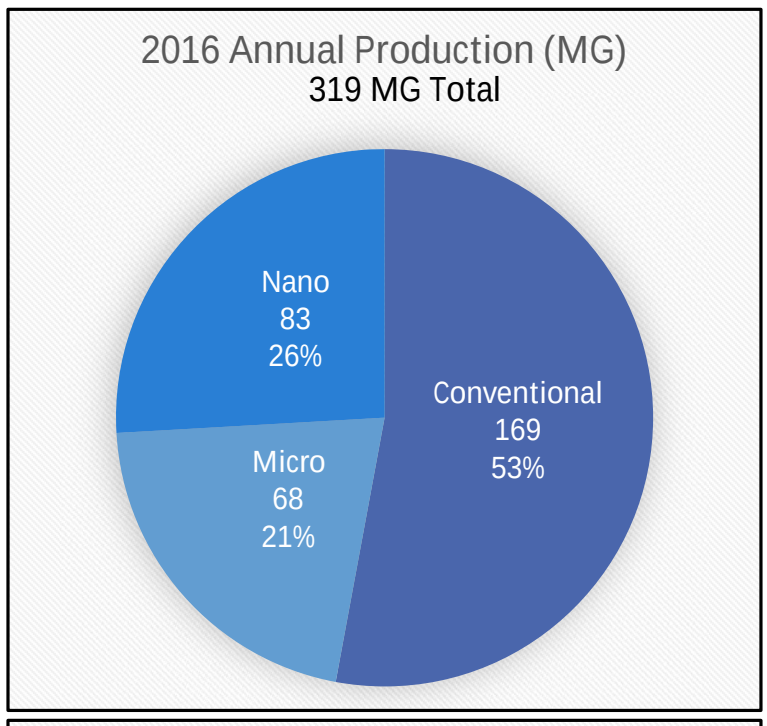
Annual Production Volumes[1]

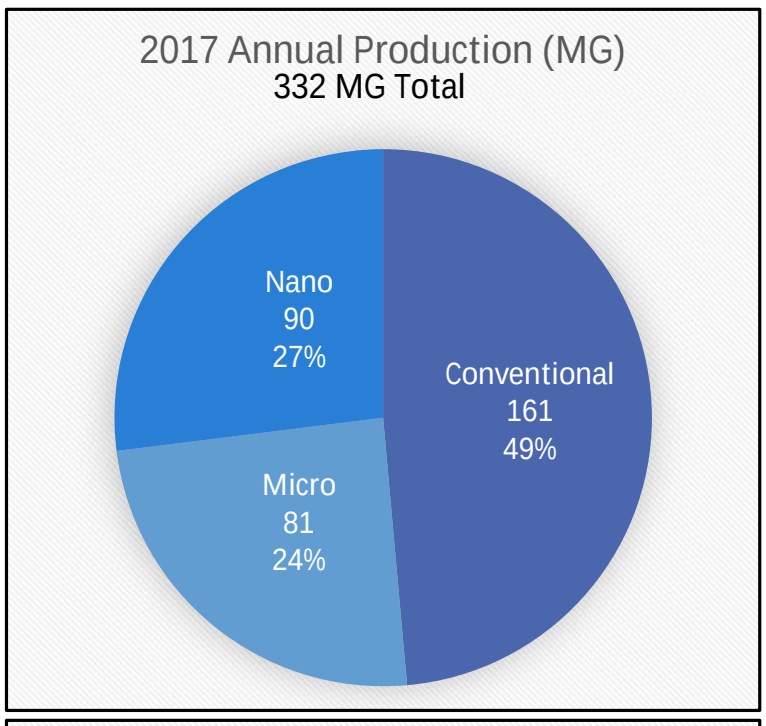
(Through August 2023)

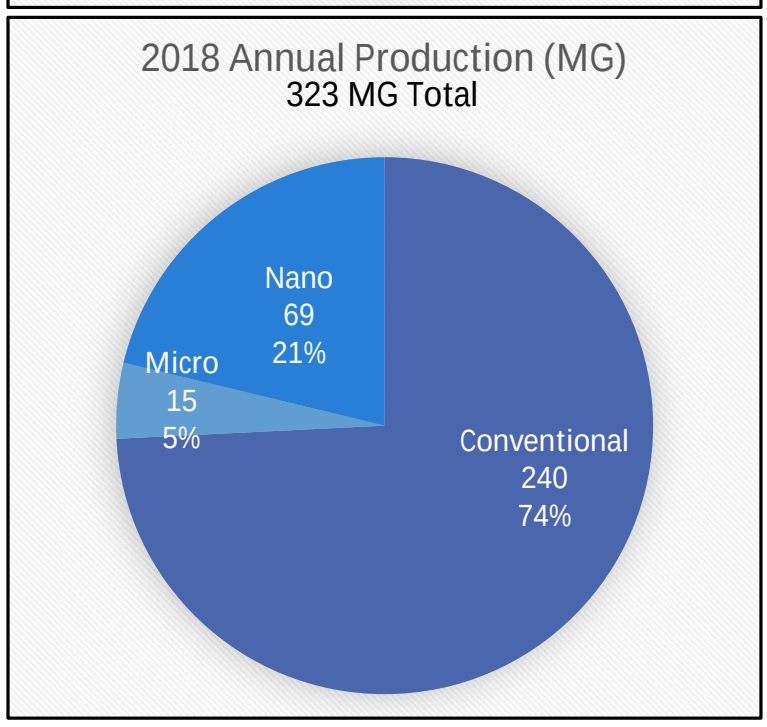


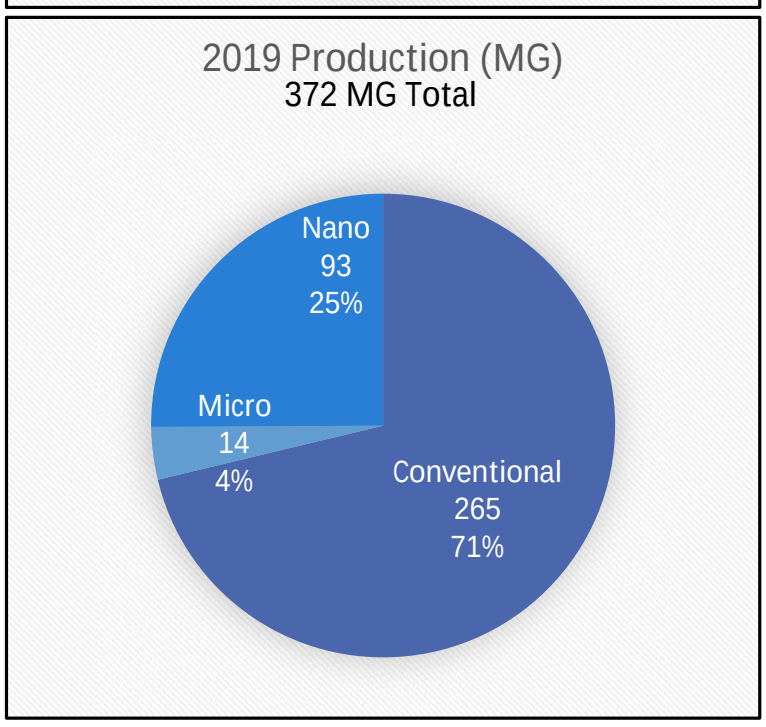
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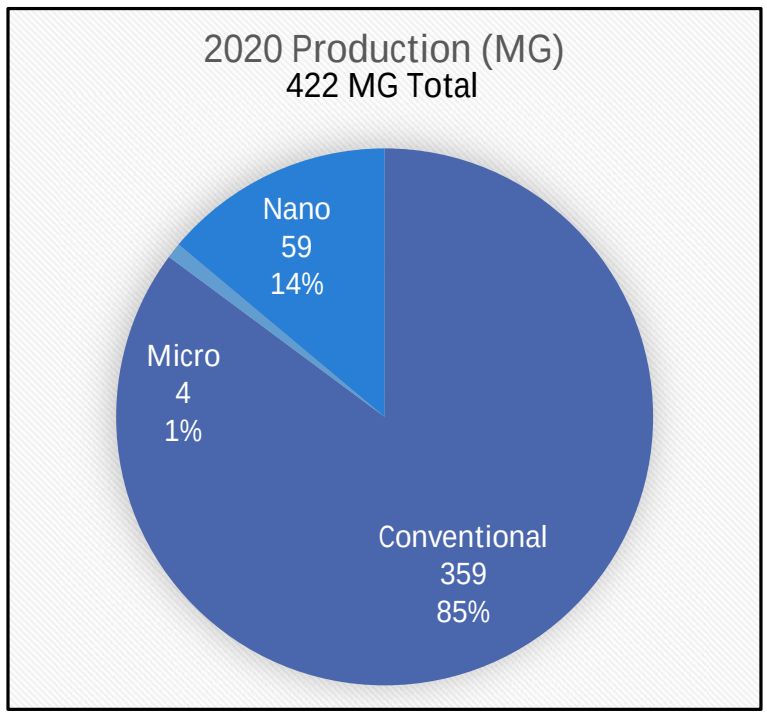
Water Treatment

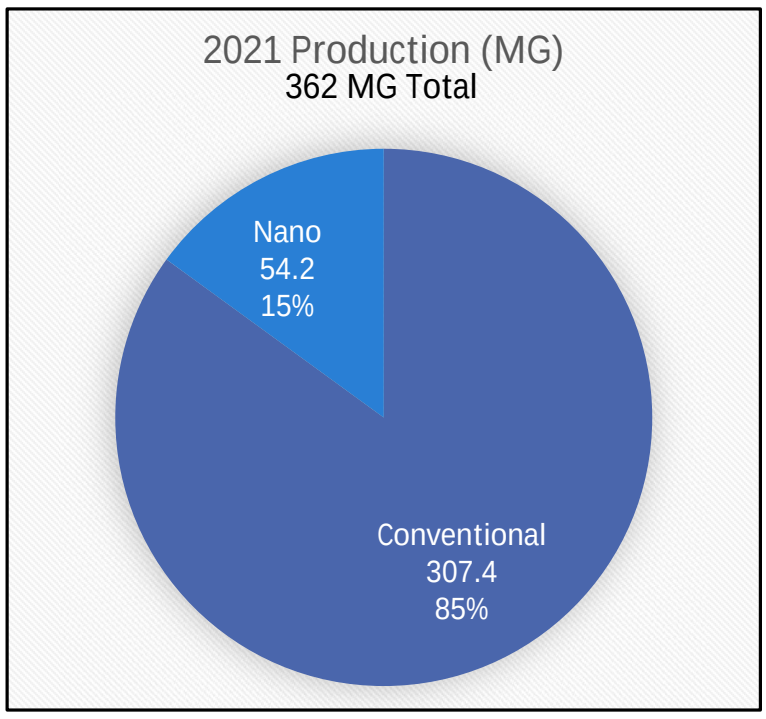


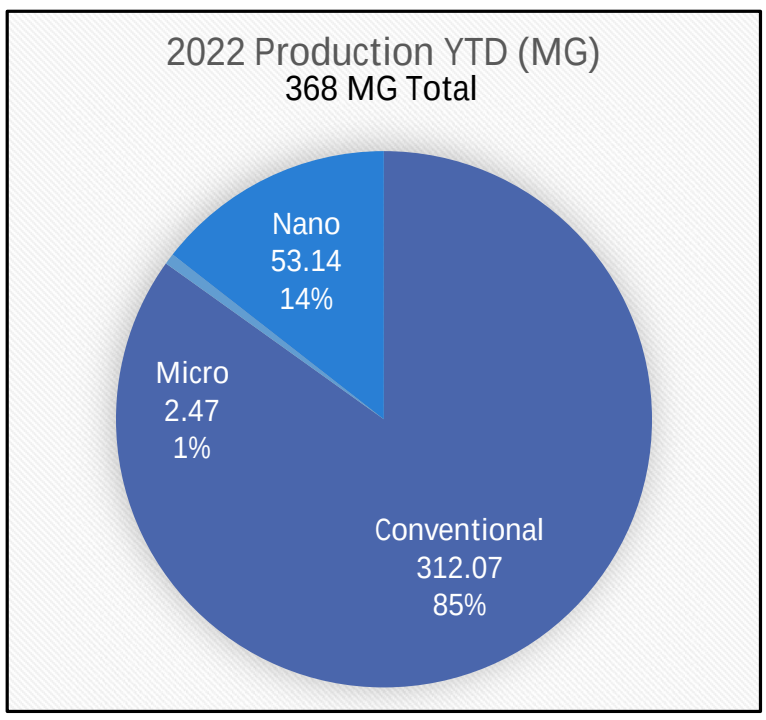


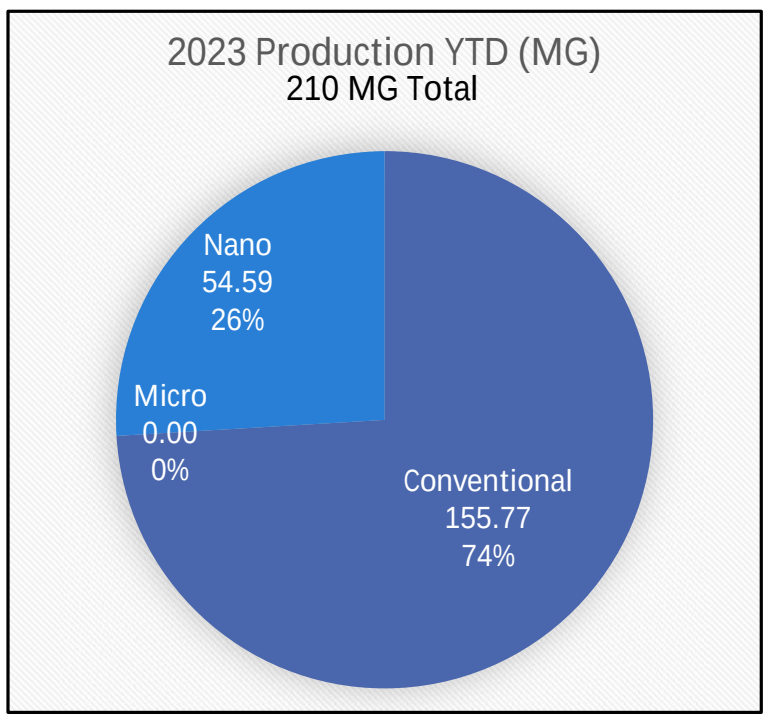










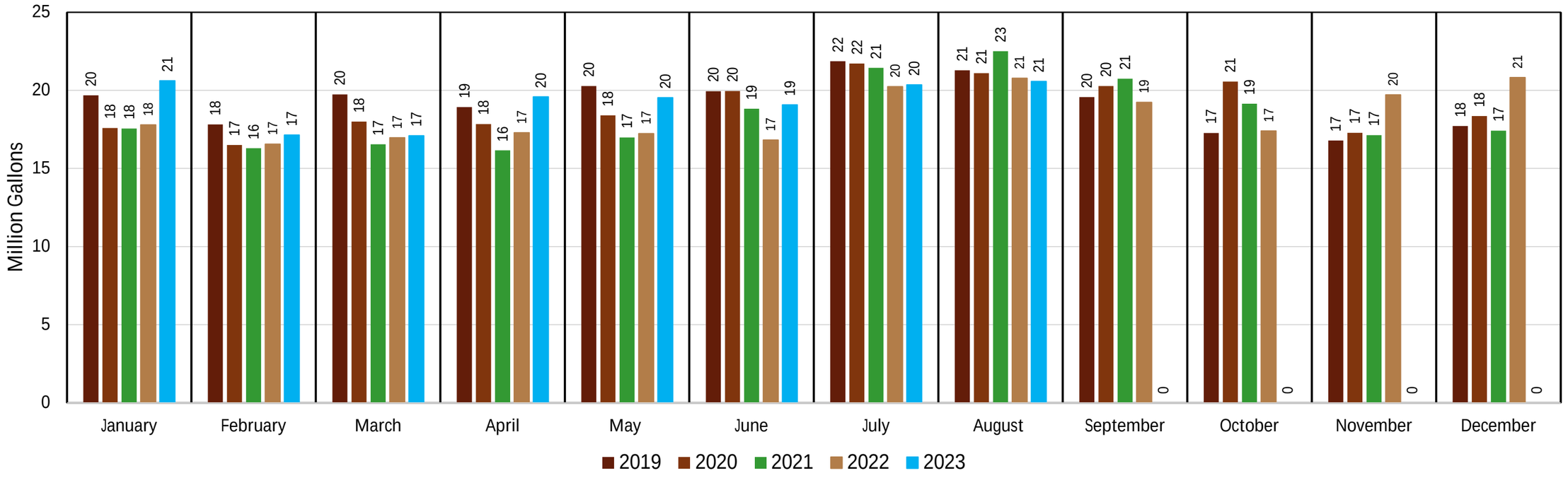


Town of Wellington

Water Reclamation Facility Treatment

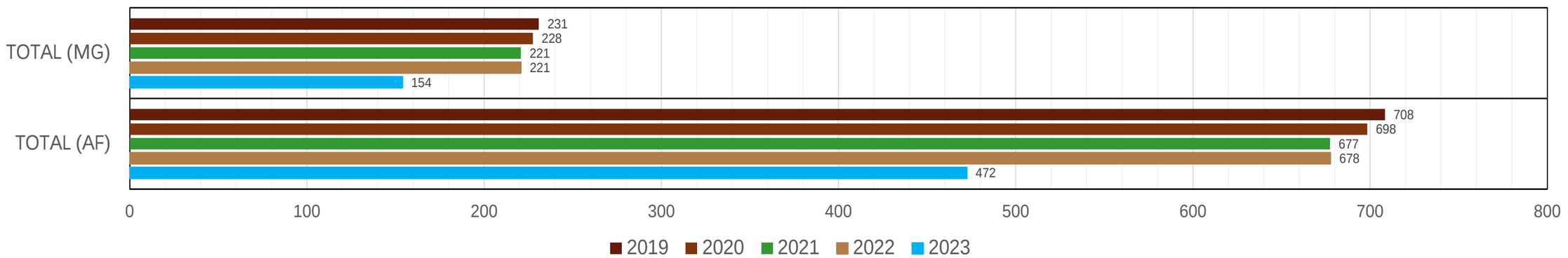
Monthly Production: Monthly Volume of Influent

(Through August 2023)



Annual Volume of Influent

(Through August 2023)

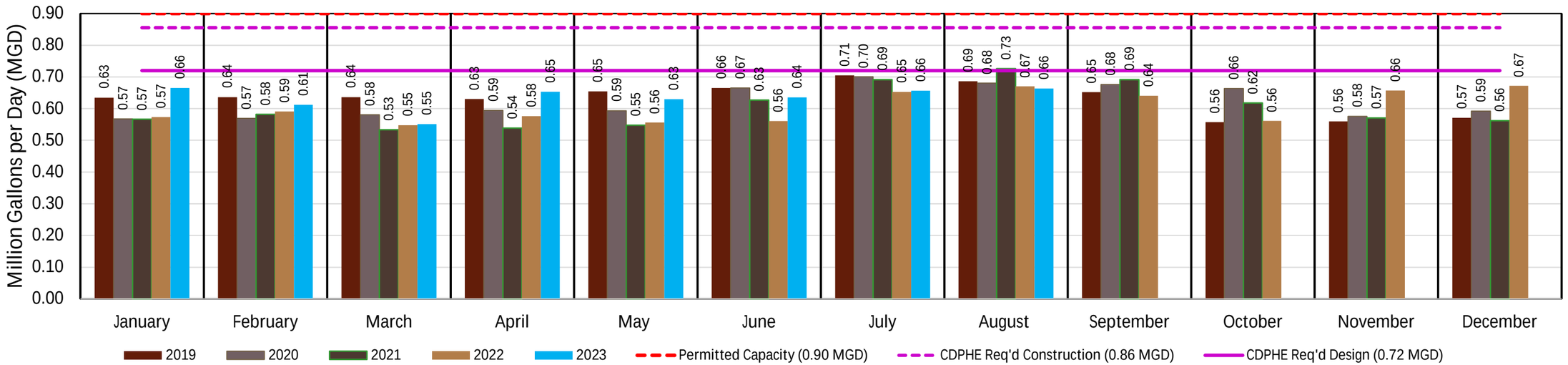


TOWN OF WELLINGTON

Water Reclamation Facility

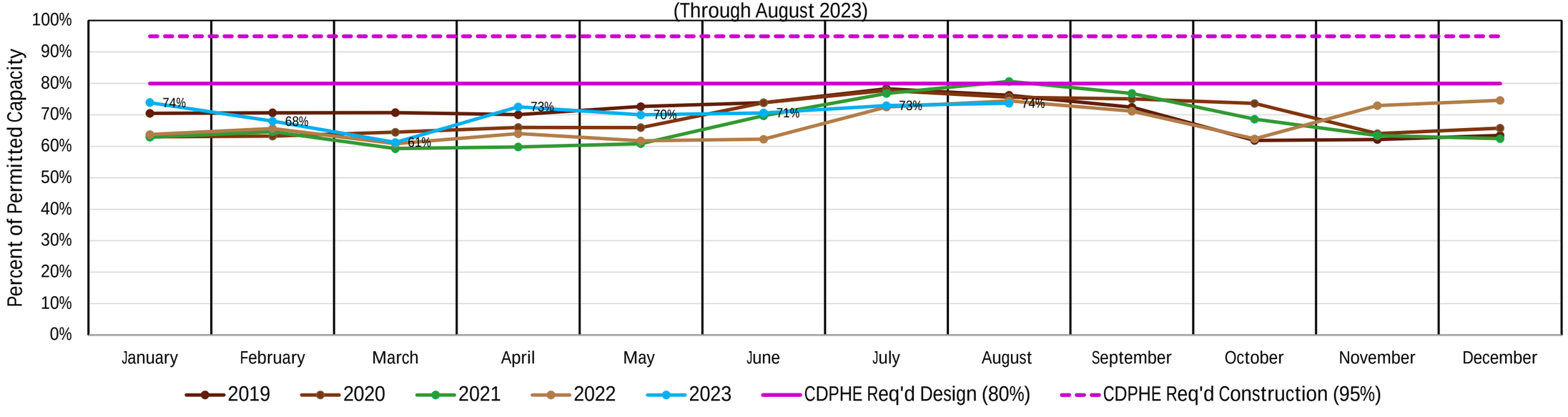
Monthly Production: Hydraulic Loading

(Through August 2023)



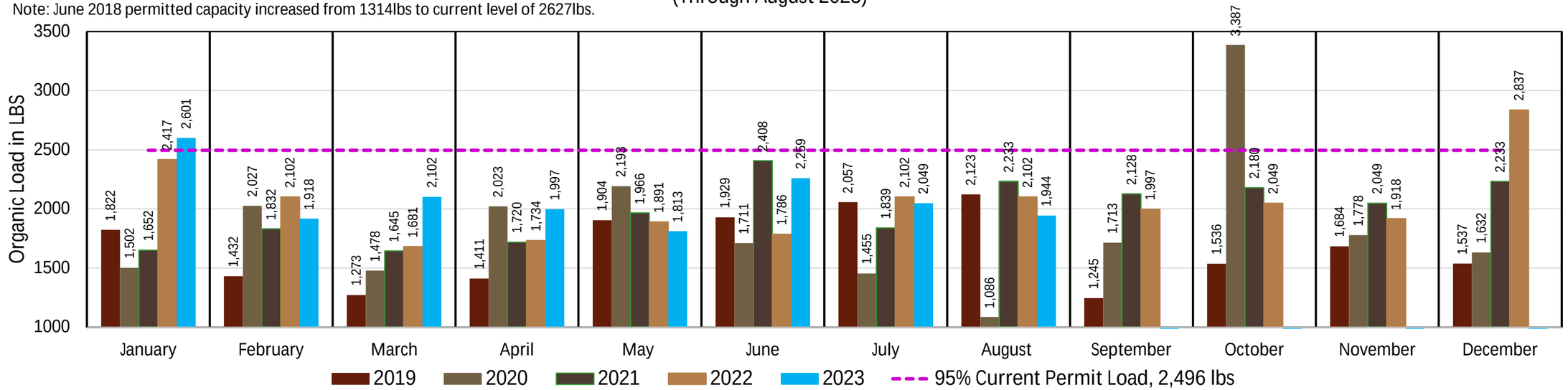
Monthly Production: Percent of Permitted Hydraulic Capacity

(Through August 2023)



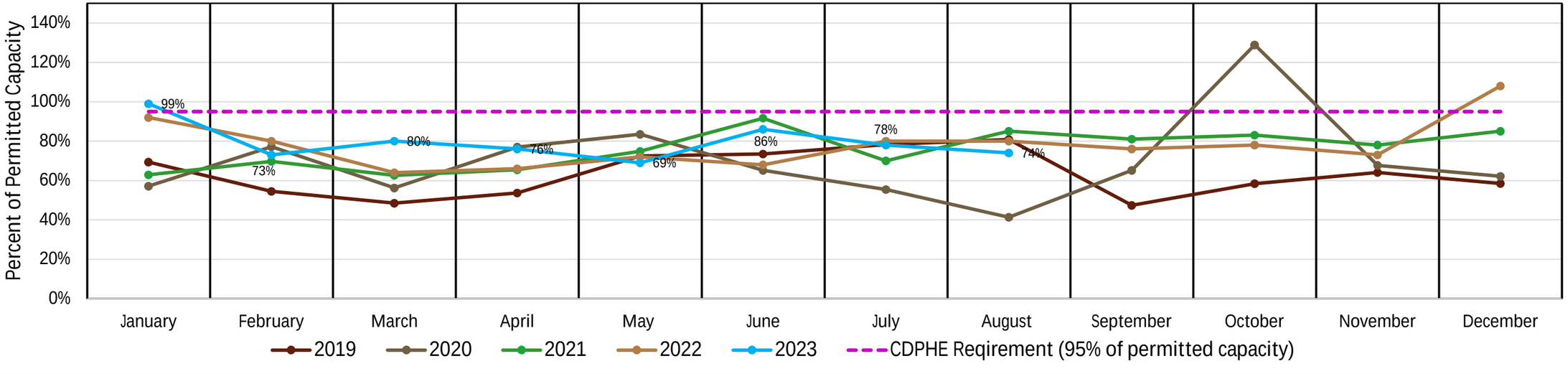
Monthly Production: Organic Loading
(Through August 2023)

Note: June 2018 permitted capacity increased from 1314lbs to current level of 2627lbs.



Monthly Production: Percent of Permitted Organic Capacity
(Through August 2023)

Note: June 2018 permitted capacity increased from 1314lbs to current level of 2627lbs.



Board of Trustees Meeting

Date: **September 26, 2023**
Subject: **LCSO Report - August 2023**

BACKGROUND / DISCUSSION

August 2023 Report from LCSO.

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. 08-2023 Wellington Monthly Report - FINAL

September 18, 2023

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 **August 2023**, 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 **August 2023**, non-assigned deputies spent a total of **102.52** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **August 2023** there were **0.0** hours worked by Northern Colorado Drug Task Force.

Investigations – ongoing and active cases include:

Sex Crime – 5
Burglary – 1
Criminal Mischief – 1
Suspicious Circumstances - 1
Fraud – 1
Animal Cruelty – 1
Death - 1

Of Note:

- Members of your Wellington Squad, Bomb Squad, Sergeant Thiemann and the All-Hazards/Crisis Response Team (3 hours with the Bearcat), K-9 Unit, Crime Scene Unit, and LCSO Command Staff visited Centennial and View Pointe Parks for National Night Out in Wellington.

- With the start of school in August, deputies increased their presence in the school zones and added a speed monitoring radar trailer to bring additional speed awareness to motorists around Wellington Middle-High School. At the request of the principal of Eyestone Elementary School, additional overtime deputies assisted school staff with the new traffic pattern for drop-offs in the morning and pickups in the afternoon.

- For the first half of our August in-service training, your Wellington Squad participated in Musculoskeletal Injury Prevention & Recovery, Explosives Safety & Awareness, and Mobile Field Force (Worked with the Larimer County Sheriff's Office Posse to train to deal with and diffuse volatile civil disturbances employing platoon tactics, small squad tactics, and combined mounted horseback tactics). The second half of August training was Pistol Training & Qualifications and DTAC (Defensive Tactics/Arrest Control).

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

Thank you,

Captain Ian Stewart
(970) 619-4649
Attachments

LARIMER COUNTY SHERIFF'S OFFICE

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

Dispatch Dates between 08/01/2023 and 08/31/2023

Excluded from this report -
Squads: Civilian, Parks, and Investigations
Units: 9ME, 9S27;9Z10;9E64;9E53;9E78;9E75;9E57;9E66;9E49;9E7*

Call Times by Month

	Call/Contact Time (Minutes/Hours)	Patrol Time (Minutes/Hours)	Totals
2023-08	4,632.32 77.21	1,518.8 25.31	**6,151.12** **102.52**
Totals	**4,632.32** **77.21**	**1,518.8** **25.31**	**6,151.12** **102.52**

Wellington Monthly Report

August 2023

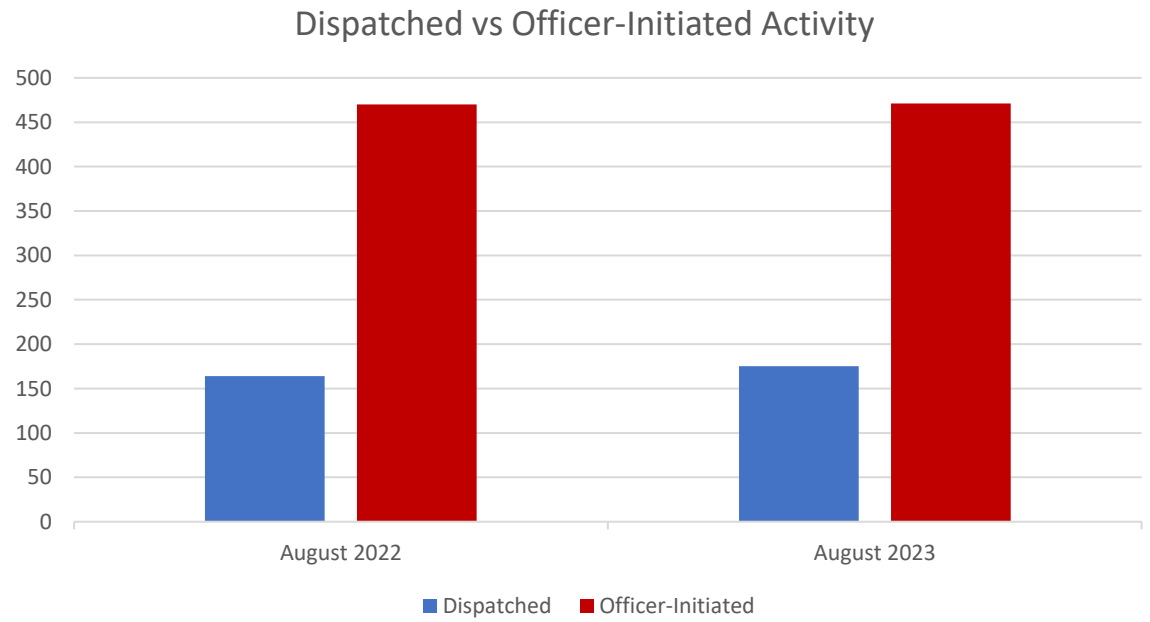
Larimer County Sheriff's Office

Christine Harpel
Administrative Coordinator
9/11/2023

August 2023 Totals

Dispatched / Officer-Initiated Activity

Dispatched Calls	175
Officer Initiated	471
August 2023 Total	646



- Dispatched calls were Up 11 or 7% from August 2022
- Officer-Initiated Activity was Up 1 or 0.2% from August 2022

	August 2022	August 2023
Dispatched Calls	164	175
	26%	27%
Officer Initiated	470	471
	74%	73%
Total	634	646

- 27% were Dispatched Calls
- 73% was Officer-Initiated Activity

August 2023 Calls for Service

Calls for Service Comparison

Call Types A-M

Call Type	2020	2021	2022	Avg 20-22	2023	% Change 3-Yr Avg to 2022
9-1-1 Hangup	2	0	1	1.00	2	100%
Alarm Calls	4	7	4	5.00	5	0%
Animal Calls	8	5	9	7.33	16	118%
Assault	1	1	5	2.33	1	-57%
Assist Business	0	19	8	9.00	6	-33%
Assist Other Agency (Fire/Med)	6	7	9	7.33	7	-5%
Bar Checks	0	0	1	0.33	2	500%
Burglary	0	0	0	0.00	1	NC
Child abuse	1	0	0	0.33	0	-100%
Citizen Assist	14	15	18	15.67	27	72%
Civil	19	10	13	14.00	20	43%
Criminal Mischief	3	6	8	5.67	3	-47%
Disturbance	11	6	2	6.33	7	11%
Drug case	2	2	3	2.33	2	-14%
DUI Arrest	2	0	1	1.00	1	0%
Extra Checks & Business Check	117	324	195	212.00	210	-1%
Family Problems	18	13	6	12.33	9	-27%
Fire Ban Violation	1	0	0	0.33	0	-100%
Fireworks Complaint	0	0	1	0.33	1	200%
Follow up	37	35	35	35.67	42	18%
Found property	4	4	4	4.00	3	-25%
Fraud	10	10	10	10.00	4	-60%
Harassment	7	7	5	6.33	6	-5%
Information report	1	0	0	0.33	0	-100%
Juvenile Problem	5	12	9	8.67	10	15%
Littering	0	1	0	0.33	0	-100%
Lost Property	3	1	1	1.67	2	20%
Mental Health Call	2	6	2	3.33	0	-100%
Missing Person (Child/Adult)	4	4	2	3.33	0	-100%
Motor Vehicle Accident	0	7	9	5.33	9	69%
Municipal Code Violation	3	1	0	1.33	14	950%

Call Types N-Z

Call Type	2020	2021	2022	Avg 20-22	2023	% Change 3-Yr Avg to 2022
Neighbor Problems	3	3	5	3.67	4	9%
Noise\Party Complaint	6	1	1	2.67	5	88%
Pedestrian Contact/Subject St	7	5	16	9.33	10	7%
Private Tow	4	5	2	3.67	5	36%
REDDI Report	3	5	3	3.67	3	-18%
Restraining Order Violation	4	3	2	3.00	0	-100%
Safe 2 Tell	1	3	0	1.33	1	-25%
School Check	0	17	19	12.00	12	0%
Sex Offense	3	0	1	1.33	0	-100%
Sex Offender Check	6	0	9	5.00	0	-100%
Solicitor	2	0	0	0.67	0	-100%
Suicide Attempt	1	0	1	0.67	2	200%
Suicide Threat	5	2	5	4.00	6	50%
Suspicious Circumstances	30	25	23	26.00	28	8%
Theft	10	5	6	7.00	3	-57%
Traffic Problem	15	28	16	19.67	15	-24%
Traffic Pursuit	0	0	0	0.00	1	NC
Traffic Stop	15	61	115	63.67	105	65%
Trespass	0	2	3	1.67	0	-100%
Vehicle Theft	1	4	2	2.33	2	-14%
Vehicle Trespass	4	0	3	2.33	0	-100%
VIN Check	7	12	16	11.67	8	-31%
Warrant Attempt/Arrest	4	4	5	4.33	5	15%
Welfare Check	12	15	12	13.00	16	23%
Unspecified	1	5	7	4.33	4	-8%
TOTALS	**429**	**708**	**633**	**590.00**	**645**	**9%**

NC = Not Calcuable. Cannot divide by 0.

Calls for Service UP 12 or 2% from August 2022

August 2023 calls UP 9% from August 2020-2022 Average

August 2023 Call Categories

Crime Type Averages / Trends

Property Crimes					
Call Type	2020	2021	2022	Avg 20-22	2023
Burglary	0	0	0	0.00	1
Theft	10	5	6	7.00	3
Vehicle Theft	1	4	2	2.33	2
Vehicle Trespass	4	0	3	2.33	0
Property Crimes Totals	**15**	**9**	**11**	**11.67**	**6**

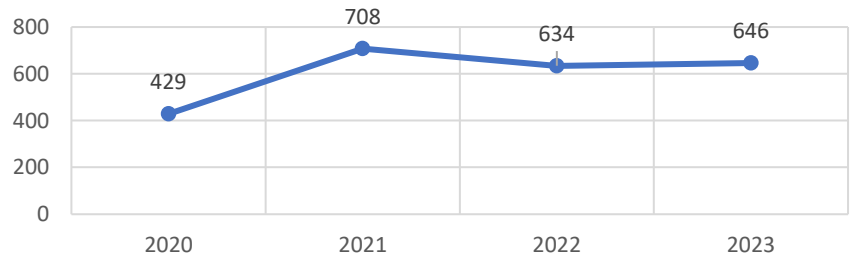
Persons Crimes					
Call Type	2020	2021	2022	Avg 20-22	2023
Assault	1	1	5	2.33	1
Missing Person (Child/Adult)	4	4	2	3.33	0
Robbery	0	0	0	0.00	0
Sex Offense	3	0	1	1.33	0
Weapon Related (menacing,	0	0	0	0.00	0
Persons Crimes Totals	**8**	**5**	**8**	**7.00**	**1**

Disorder/Other Crimes					
Call Type	2020	2021	2022	Avg 20-22	2023
Alcohol Calls	1	0	1	0.67	1
Animal Calls	8	5	9	7.33	16
Criminal Mischief	3	6	8	5.67	3
Disturbance	11	6	2	6.33	7
Drug case	2	2	3	2.33	2
Family Problems	18	13	6	12.33	9
Harassment	7	7	5	6.33	6
Juvenile Problem	5	12	9	8.67	10
Noise\Party Complaint	6	1	1	2.67	5
Suspicious Circumstances	30	25	23	26.00	28
Trespass	0	2	3	1.67	0
Disorder Crimes Totals	**91**	**79**	**70**	**80.00**	**87**

Red numbers indicate a DECREASE in crime from August 2022

Yellow backgrounds indicate an INCREASE in crime from August 2020-2022 Average

August 2020-2023 Totals



August 2023 Traffic

Traffic Citations	8/22	8/23
Traffic Citations Issued	18	30
Traffic Warnings	81	84

- Citations Issued Up 12
- Warnings Up 3

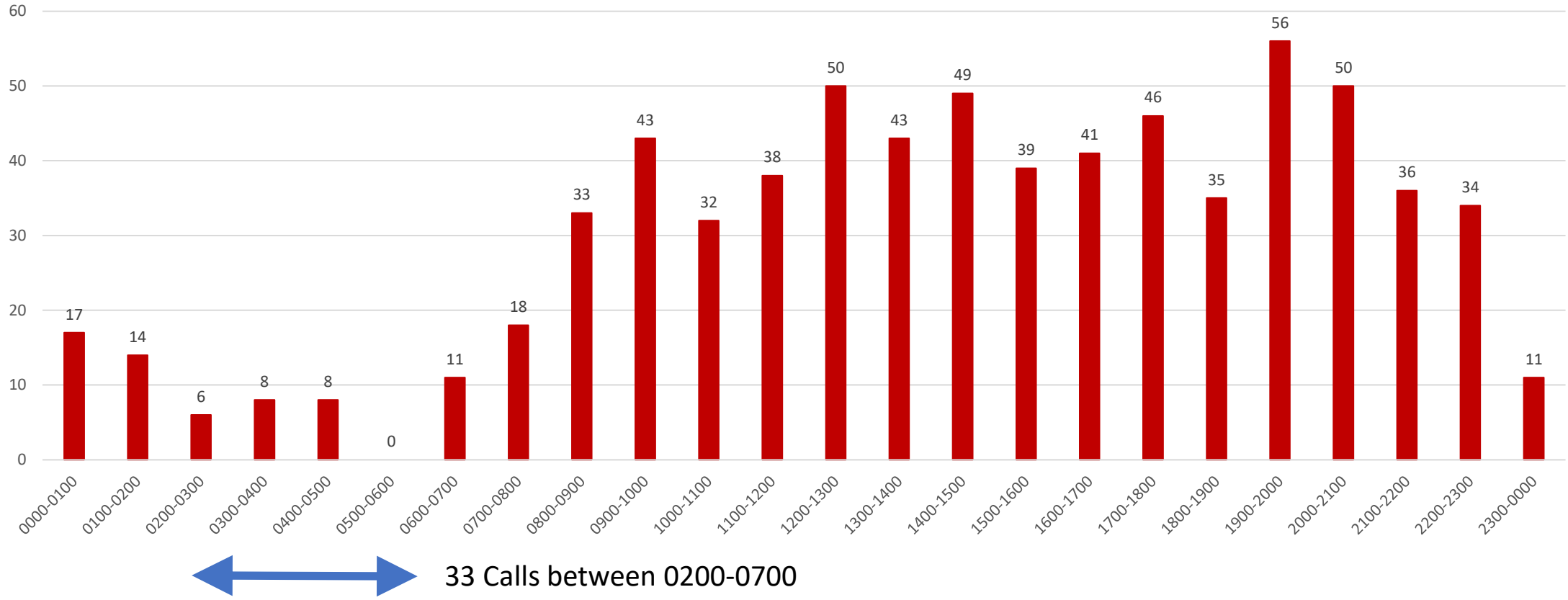
Call Type	8/22	8/23
Traffic Stop	115	105
Motor Vehicle Accident	9	9
DUI Arrest	1	1
Traffic Problem	16	15
REDDI Report	3	3

- Traffic Stops Down 10 or -9%
- MV Accidents Equal
- DUI Arrests Equal
- Traffic Problems Down 1
- REDDI Reports Equal

August 2023

Call Totals by Hour

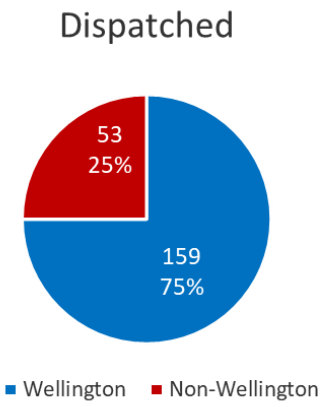
Busiest Hours
1900-2000 (56)
1200-1300 & 2000-2100 (50)

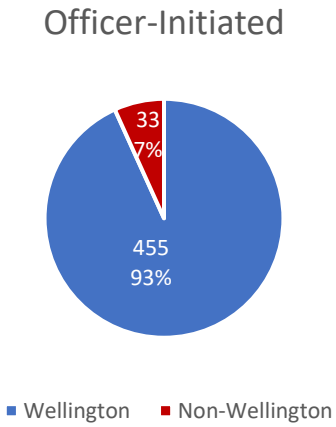


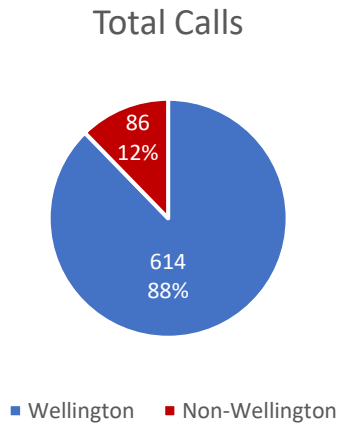
33 Calls between 0200-0700

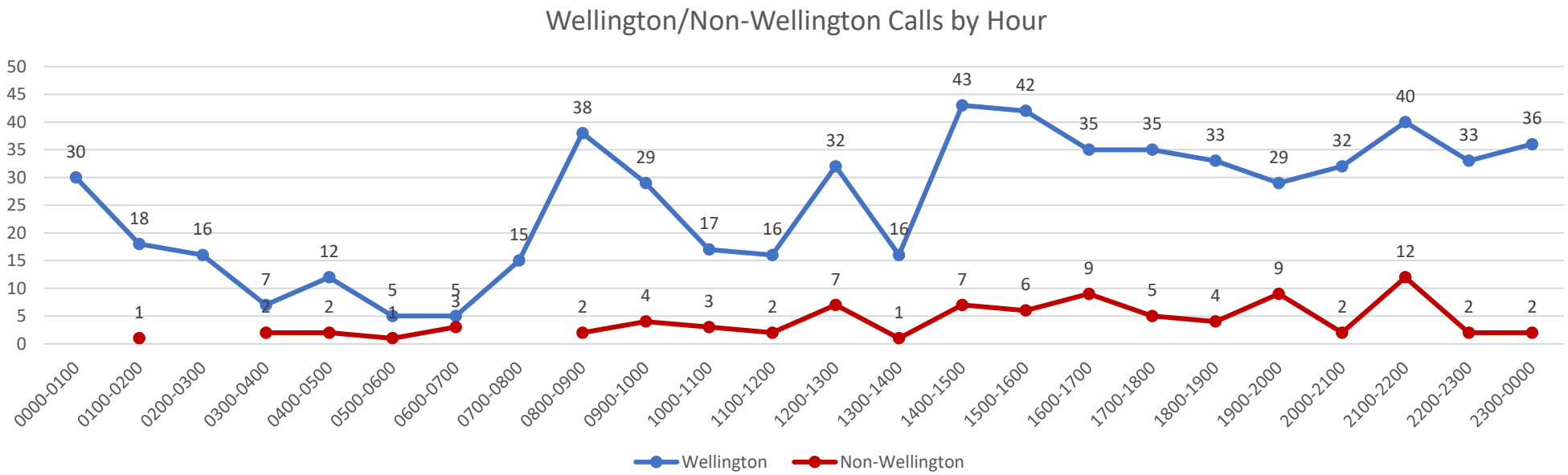
August 2023

Wellington/Non-Wellington Units









August 2023

Response Times / Time on Calls

Dispatched Calls Only

All Times in Minutes

Average Response Time (All Units)		
High		4.51
Medium		10.99
Low		62.82
Avg. Response Time		26.11

Average Time on Calls (All Wellington Calls)			
High			103.47
Medium			35.85
Low			33.61
Avg. Time			57.64