



BOARD OF TRUSTEES
December 12, 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

C. PRESENTATION

1. Review of Baker Tilly US, LLP Consulting Services Contract Amendment
 - Presentation: Patti Garcia, Town Administrator
2. Finance Director/Treasurer - Separation of Duties
 - Presentation: Patti Garcia, Town Administrator

D. CONSENT AGENDA

1. November 28, 2023 Regular Meeting Minutes
 - Presentation: Ethan Muhs, Town Clerk
2. Resolution No. 49-2023: A Resolution of the Town of Wellington Board of Trustees Authorizing an Application for WaterSMART Grant Funding through the Bureau of Reclamation
 - Presentation by Hallie Sheldon, Senior Management Analyst
3. Resolution No. 50-2023: Wellington Community Housing Bylaws Amendment
 - Presentation: Dan Sapienza, Town Attorney

DI. ACTION ITEMS

1. Continued - Ordinance No. 13-2023: 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. 51-2023: A Resolution Adopting the Budget for the Town of Wellington, Colorado for the Calendar Year Beginning the 1st Day of January 2024 and Ending the Last Day of December, 2024, Estimating the Amount of Money Necessary to be Raised by the Tax Levy Based on the Said Budget so Adopted, Estimating the Amount of Money to be Derived From Other Revenue Sources, Setting Forth Estimated Expenditures for Each
 - Presentation: Don Rhoads, Town Treasurer & Finance Director
3. Resolution No. 52-2023: A Resolution Levying General Property Taxes for the Taxable Year 2023 to Defray Costs of Government for the Town of Wellington, Colorado, for the Calendar year Beginning January 1, 2024, and Ending December 31, 2024
 - Presentation: Don Rhoads, Town Treasurer & Finance Director
4. Ordinance No. 12-2023: An Emergency Ordinance Appropriating Sums of Money to Defray Expenses and Liabilities of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024
 - Presentation: Don Rhoads, Town Treasurer & Finance Director
5. Resolution No. 53-2023: A Resolution Considering the 2024 Statement of Work and Budget Agreement By and Between the County of Larimer and the Town of Wellington
 - Presentation: Larimer County Sheriff's Office

6. Resolution No. 54-2023: A Resolution of the Town of Wellington, Colorado, Approving a Professional Services Agreement with Hinkle & Company, P.C. to Provide Independent Professional Auditing Services to the Town

- Presentation: Don Rhoads, Treasurer & Finance Director

7. Resolution No. 55-2023: A Resolution Approving a Contract with Poudre Legal Advisors, LLC for Legal Services

- Presentation: Patti Garcia, Town Administrator

F. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. October 2023 Treasurer's Report
 - b. October 2023 Report of Bills
 - c. Board of Trustees Planning Calendar
4. Board Reports

G. ADJOURN

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

Board of Trustees Meeting

Date: December 12, 2023

Subject: Review of Baker Tilly US, LLP Consulting Services Contract Amendment

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

BACKGROUND / DISCUSSION

The Board of Trustees approved a Letter of Engagement with Baker Tilly US LLP through Resolution No. 24-2023 on July 18, 2023 for financial management services. Mr. Don Rhoads was contracted to work for the Town of Wellington through December 31, 2023 with an amount not to exceed \$120,000; staff anticipates the full amount to be expended by the end of the year. The work that Mr. Rhoads has completed for Wellington has been extensive and will culminate with the consideration of the 2024 draft budget. Staff anticipates opening up recruitment for a Finance Director after the first of the year and would like to retain Mr. Rhoads until the recruitment is completed and allow him to assist the new Director in the transition to Wellington.

An extension for Mr. Rhoads services has been requested and Baker Tilly has offered the attached change order with an hourly rate of \$175; this is the same rate as the 2023 Letter of Engagement. The proposed 2024 Town of Wellington Budget has included \$90,000 for Professional Services in the Finance Department. We anticipate utilizing Mr. Rhoads services January 1, 2024 - June 1, 2024 for approximately 20 hours per week; responsibilities would include continued oversight of financials and financial reporting for 2024, review and creation of financial policies, financial planning and assisting with the Finance Director recruitment.

If the Board of Trustees is supportive of this request, a resolution approving the change order will be placed on the January 9, 2024 Trustee agenda.

STAFF RECOMMENDATION

For Board of Trustee discussion.

ATTACHMENTS

1. Baker Tilly_2023
2. Baker Tilly_2024 Amendment

June 12, 2023

Patti Garcia
Town Administrator
Town of Wellington
8225 3rd Street
Wellington, CO 80549

Baker Tilly US, LLP
2570 West Camino Real, Suite 640
Mountain View, CA 94040
+1 (650) 857-1655
bakertilly.com

Delivered electronically - REVISED

Dear Ms. Garcia,

Thank you for the opportunity to submit this proposal for financial consulting services for the Town of Wellington (Town). Baker Tilly US, LLP (Baker Tilly) has prepared this proposal to provide the Town with financial consulting services in the areas identified in the proposed plan of work below.

Firm's Experience

Submittals shall include a detailed description of the firm's overall capabilities and experience in providing the scope of services described herein.

Meeting your needs with our resources

Based on our extensive experience with similar engagements for many towns and cities, we are well positioned to provide the Town with the guidance and support needed throughout this engagement.

Below are some key facts about our firm:

Delivering specialized expertise to our public-sector clients

The Town will be served by our highly qualified team of professionals who understand the specific challenges you face and who will provide innovative solutions to help you overcome them.

State and local government is a complex, unique environment shaped by fiscal, regulatory, and operational considerations not found in other industries. We recognize this complexity, and we are eager to serve as a truly valued advisor to the public sector. Nationwide, our state and local government practice serves more than 4,200 state and local governmental entities, including municipalities, counties, public utilities, and transit.



Celebrating our combination with Management Partners

In October 2022, Management Partners combined with Baker Tilly US, LLP (Baker Tilly) to create a premier public sector consulting practice. This combination adds a unique and significant layer of experience to Baker Tilly's robust public sector practice. Our project team members are former local government leaders and managers stemming from all operational facets.

The Town will be served by a team that blends our government-focused professionals with experienced specialists. We have a specific mission to help local government leaders improve their service to the public. We have worked with cities, counties, towns, and special districts of all sizes across the United States to help them work more effectively and run more efficiently.



Management
Partners



Our services include:

- Management Services
- Executive Recruitment
- Executive Coaching
- Executive Performance Assessment
- Organization Assessments
- Organization Development
- Performance Management
- Process Improvement
- Planning and Economic Development
- Strategic and Business Planning
- Service Sharing and Service Consolidation
- Financial Planning, Budgeting and Analysis

Proposed plan of work

Don Rhoads, Special Advisor, will serve as Finance Director/ Town Treasurer (CFO) while the Town conducts a recruitment for the position.

We understand that you are interested in Baker Tilly's assistance with the following work outlined below. The work will be prioritized in consultation with you to fit within the budget capacity of the contract. Our consultant will meet with you to determine the timing and sequencing of the priority projects that include:

- Manage accounts payable and receivable
- Review Town's financial policies and procedures and update as necessary
- Prepare proposed budget and present for adoption
- Oversee financial reporting
- Work with audit firm
- Calculate sales/use tax revenues, impact fees, utility rates, overhead rates, and restricted funds
- Develop capital improvement plans
- Serve as liaison to Town's Finance Committee
- Serve as Town Treasurer and present reports to the Board of Trustees

We anticipate that most of our work will be conducted remotely. In-person meetings will be scheduled in advance, and the Town will be billed for all travel and out-of-town costs associated with meetings at Town facilities. Baker Tilly will provide periodic project status memoranda throughout the engagement.

Aligning key engagement team members with your goals

The team of professionals detailed below bring a collaborative focus supported by the breadth and depth of our firm's national resources. Engagement team members will be supported by our firm's analyst team.

ENGAGEMENT TEAM FOR THE TOWN OF WELLINGTON	
	Carol Jacobs – Managing Director
	Role: Project Director • Serves as Managing Director for local government engagements. • Ms. Jacobs has held a wide range of roles across local government and consulting, including multiple stints as a city manager, and served most recently as assistant city manager of the City of Newport Beach, California. In that role she had responsibility for functions as varied as fire, library, harbor, information technology, utilities and homelessness, with service as interim finance director and harbormaster. • She also served as city manager for the Southern California cities of Eastvale and Stanton; as interim city manager for the City of Grand Terrace, California; and a series of roles with increasing responsibility for the City of Costa Mesa, California. • Ms. Jacobs' consulting experience includes managing a financial solutions practice area that served local governments, with responsibility for managing client needs, preparing financial studies, and conducting management and organizational reviews.
	Don Rhoads, CPA – Subject Matter Specialist
	Role: Lead Consultant • More than 29 years of public sector experience including serving as Finance Director for the City of Monterey and CFO for the City of Beverly Hills. • Experienced in operational and capital budgeting, strategic financial planning, accounting and financial reporting, capital improvement planning, analysis and strategies related to unfunded liabilities, as well as staff development and teambuilding. • Consulted on financial projects with Management Partners in Arroyo Grande, Garden Grove, Palo Alto, Manteca and Perris, California; Mercer Island and Newcastle, Washington; Brighton, Colorado; and Dallas, Texas. Served as interim chief financial officer for Silicon Valley Clean Energy.

ENGAGEMENT TEAM FOR THE TOWN OF WELLINGTON

- Prepared the budget for Silicon Valley Clean Energy in collaboration with staff. Guided the budget process for Arroyo Grande and mentored staff in budgeting.
- Provided advisory services for the Office of the City Auditor in Palo Alto, CA.
- Well regarded by city councils, managers, and community members as a person who takes complex financial information and presents it in a way that is understandable and relevant.
- Led the Mayor's Financing Task Force in Beverly Hills to successfully develop a financing plan for major upcoming capital projects and established an innovative Conference Center Financing District in Monterey to provide funding for the renovation and expansion of the Monterey Conference Center.

References

Provide at least three (3) references for projects of similar scope, including at least two references for governmental projects completed during the past two years. Include the name of the organization, a brief summary of the work, and the name and telephone number of a responsible contact person.

Demonstrating successful relationships with similar clients

The following engagements were completed by Management Partners before its acquisition by Baker Tilly. We encourage you to connect with the clients below to learn more about the value of their relationship with us.

CITY OF PLEASANTON, CA

Name	Mahin Shah	Title	Project Manager
Phone	925-931-5409	Email	mshah@cityofpleasantonca.gov
Scope	For this engagement, we provided financial management consulting services to the City. We provided expert advice on the City's mid-term budget and capital improvement budget. We provided advice to City management and Finance Department staff on financial practices and policies. We also coached and mentored Finance Department managers, some of whom were new to their roles.		

CITY OF ARROYO GRANDE, CA			
Name	Nicole Valentine	Title	Director of Administrative Services
Phone	805-473-5432	Email	nvalentine@arroyogrande.org
Scope	The City engaged or form to provide financial management consulting services. We assisted with various policy issues concerning the budget including identifying options for accelerating reduction of the City's \$17.9 million pension unfunded actuarial liability. We also assisted the city in developing options for spending excess reserve funds and alternatives for allocating American Rescue Plan Act funds. We worked with staff to develop recommendations for the City Council that addressed these policy options. To support the staff's participation in the City Council meeting, we assisted them with preparing a staff report and presentation. We also participated in the City Council meeting. The City Council adopted the staff's recommendations. In addition to these advisory services and assistance, we mentored an interim finance director and advised the City regarding year-end financial statements.		

SCOTTS VALLEY, CA			
Name	Selina Andrews	Title	Finance Manager
Phone	831-440-5614	Email	sandrews@scottsvalley.gov
Scope	In cooperation with the City, Management Partners (Baker Tilly) developed a professional framework for the City's finance and budget functions. We prepared a five-year forecast model for operating and capital improvement project costs. We developed new budgeting approaches that engage department managers in the budget development process. We also developed budget policies consistent with Council direction and long-range financial forecast needs. Currently, we are assisting with the development of a financial sustainability plan.		

Cost for Services

Each proposal should include a firm's fixed fee for service. Please include a schedule for reimbursable expenses and any additional related expenses, if applicable, to provide the specified services and obtain a successful placement

We expect the engagement to begin as soon as possible after the contract and last approximately six months. Should the Town wish an extension of time we will discuss an extension including a review of hours and remote versus on-site services. The engagement will require approximately 25 to 35 hours per week of interim and advisory services for an estimated eight weeks and reducing to approximately 25 hours per week through completion of the engagement.

Interim Services	Fixed fee
25 hours per week	\$4,375
Travel on site – 2 days per week	\$1,153
Total per week	\$5,075

During this engagement, the actual consultant hours will be at a rate of \$175 per hour plus travel expenses for our lead consultant, Don Rhoads. This is a discounted rate in recognition of the anticipated length of the engagement. Travel may include mileage, travel time, and hotel rooms that will be billed at actual cost. The above fixed fee per week is based on a 25 hour work week, with Don Rhoads on site two days a week.

We are happy to discuss other hourly and travel arrangements to best meet your needs.

During this engagement, if other consultants are needed, the Town will be billed at our regular hourly rates ranging from \$180 to \$295 as shown in the table below. We will also charge reasonable travel expenses.

Consultant	Hourly Rate
Managing	\$295
Director	\$235
Special Advisor	\$225
Senior Consultant	\$180

Assumptions

- All work performed on behalf of the Town will be provided by Baker Tilly as a firm. At all times, Baker Tilly shall have the right to assign and substitute team members with equivalent skills and abilities, at its sole discretion and without prior approval of the Town.
- Our consultants are part of our overall team and are available for assignments on other engagements, consistent with our responsibility to the Town, at the discretion of Baker Tilly. Baker Tilly and our consultants will determine the method and manner of carrying out the work and achieving the desired result. We will also determine the schedule of our consultants, including onsite or off-site hours.
- Matters pertaining to personnel, such as discipline, hiring or evaluations, are not part of the scope of work, nor are execution of contracts or other written documents obligating the Town. All such matters will be the responsibility of the Town.

The Town of Wellington
June 12, 2023

- Baker Tilly shall not execute contracts or other written documents on behalf of the Town, nor shall our associates obligate the Town through written or oral instructions or other means to enter into any contract, expend Town funds, or take any specific actions. At all times, Town staff shall be responsible for determining the appropriateness and legality of any contracts executed for services desired by the Town, and Town staff shall be responsible for execution of such contracts.
- Baker Tilly provides all insurance (including workers' compensation, liability and professional errors and omissions), training and administrative support (including equipment such as phones and computers) on behalf of its consultants, as necessary during the assignment.
- Our consultants will use their Baker Tilly business cards and email addresses and will, at all times, be consultants with our firm and identify themselves as consultants with our firm. The Town will not assign any Town position titles to Baker Tilly's consultants and will not refer to Baker Tilly's consultants by any Town position titles, including interim titles. Our consultants will only use Town information systems and equipment if required to access data and information essential for our consulting engagement. Such instances will be authorized by Baker Tilly.
- The Town may provide conference room or office space if needed when our consultants are onsite.

Conclusion

The Town of Wellington will be a valued client of Baker Tilly. We look forward to making tangible contributions to your success. Our team is excited to work with you and we look forward to discussing your questions and feedback. If you have any questions about this proposal, please do not hesitate to contact me.

Sincerely,



Carol Jacobs, Managing Director
Baker Tilly US, LLP
+1 (714) 287-1547 | carol.jacobs@bakertilly.com

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought. © 2023 Baker Tilly US, LLP.

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bakertilly.com

To: Ms. Patti Garcia, Town Administrator
From: Carol Jacobs, Managing Director
Subject: Financial Consulting Services – Amendment 1
Date: December 7, 2023

On July 17, 2023, the Town of Wellington signed an agreement with Baker to provide financial consulting assistance by Don Rhoads. These funds will be exhausted as of December 31, 2023, and for Mr. Rhoads to continue to assist with the transition of a new finance director when they are hired, an amendment is necessary. I would like to propose a change order to the contract and add \$80,000 for approximately 20 hours/week plus expenses. Mr. Rhoads will continue to be billed at \$175/hour which is a discounted rate in recognition of the anticipated length of the engagement.

During this engagement, if other consultants are needed, the Town will be billed at our regular hourly rates as stated in the table below.

Title	Billing Rate
Managing Director	295.00
Director	235.00
Special Advisor	225.00
Senior Manager, Consulting	225.00
Manager, Consulting	200.00
Management Analyst, Consulting	180.00

Accepted by:

Town of Wellington, CO

Date

Board of Trustees Meeting

Date: December 12, 2023
Subject: Finance Director/Treasurer - Separation of Duties

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

BACKGROUND / DISCUSSION

At the November 28, 2023 Board of Trustee meeting, the Trustees provided direction to conduct the recruitment of a new Finance Director/Treasurer in-house. During the discussion, the option to separate the two positions was brought up and direction was given to investigate the separation further and report back on December 12, 2023. For Board of Trustee use, staff has included information on the Treasurer's responsibilities as noted in the Wellington Municipal Code and the current responsibilities of the Finance Director which are outlined in the attached job description.

The Finance Director/Treasurer position is currently identified as one full-time exempt employee for Wellington with a salary range of \$103,700-\$155,500; based on information submitted to the Colorado Municipal League (CML) the average 2023 salary range for a Finance Director is \$112,282-\$162,352 (average of 86 cities/towns). CML includes the term "Treasurer" in several job descriptions: City Clerk, City/Town Clerk/Treasurer, Finance Director, Town Administrator/Clerk, Treasurer/Bookkeeper and City Treasurer. The Wellington Municipal Code provides the duties of the Treasurer at Sec. 2-3-30(c) which includes payment of invoices, tracking of payments and assuring they are charged to the correct general ledger accounts, creating a report of all transactions after March 1 of each year, solicit bids for the annual audit along with other duties as assigned or required by state law.

In December, 2021 CML did a search of their database for statutory municipalities that had both a Finance Director and a Treasurer. The only statutory town that fit was the Town of Collbran (population 368 in 2021); their administrator is the Town Administrator/Town Clerk/Treasurer/PIO and they also have a Finance Director. Leadville and Salida are the two statutory cities that have elected Treasurers and appointed Finance Directors. The Salida Treasurer position was part of a 2018 special election to change the position from elected to appointed. The question did not pass and is still an elected position. More information regarding the Salida City Treasurer including responsibilities can be found at this link <https://www.cityofsalida.com/elected/page/city-treasurer>. The term is for four years with no voting powers; the Treasurer is paid \$450 per month. The attached CML report indicates municipalities that have an employee with the term "Treasurer" in their job title, who the Treasurer reports to, the population of the municipality, the number of employees along with the annual budget that was reported.

A review of CML data indicates the municipalities that have only a Treasurer and no Finance Director are Burlington, Fort Morgan, Lamar, Rangely and Silt. Burlington and Fort Morgan Treasurers are a direct report to the Manager/Administrator; Lamar reports to the Administrator and the City Council. There was no information readily available for the Rangely or Silt reporting structure. The salary ranges for appointed Treasurers who have no additional titles (such as Clerk/Treasurer) are varied depending on the size of the municipality, starting at \$52,511 to \$111,182.

Don Rhoads, Finance Director/Treasurer, has been working with Wellington since August, 2023 and has been



in the municipal finance industry for most of his career. Based on his experience and time in Wellington, he advised that success for Wellington could include a Finance Director and Assistant or Deputy Finance Director or Finance Manager. At a high level, the Finance Director would review the financial reports and general ledger data being generated by and through the Assistant/Deputy/Manager to ensure timeliness and accuracy of reporting. The separation of duties would also enable the Finance Director to perform long-term financial planning/visioning for the municipality. The draft job description for the Finance Director is also attached for your knowledge.

Staff can provide additional information on this topic at the direction of the Board of Trustees.

STAFF RECOMMENDATION

For Board of Trustee review and discussion.

ATTACHMENTS

1. Finance Director_Job Description 2023
2. Finance Director_Treasurer_2023 CML Data



JOB TITLE: Finance Director

REPORTS TO: Town Administrator

SALARY RANGE: \$103,700 - \$155,500

HIRING RANGE: \$103,700 - \$129,600

FLSA: Exempt

SUMMARY:

Under direction of the Town Administrator performs management and technical duties as the Town's Director of Finance, with responsibility for directing the Town's financial operations and safeguarding the assets; manage the annual financial and compliance audit, annual budget development, financial statement preparation and reporting; assures compliance with state and Federal regulations, and Town policies and procedures. The director also serves as Town Treasurer, an appointment made by the Board of Trustees pursuant to the Town's municipal code.

ESSENTIAL JOB FUNCTIONS:

- Serves as the principal financial advisor to the Town Administrator, Mayor, and Board of Trustees. Evaluates and analyzes financial issues and policies, recommends and implements solutions; identifies and monitors financial goals and objectives; evaluates Town's needs, and recommends financial resource requirements.
- Assists the Town Administrator and department heads in the preparation of the annual operating and long-range capital budgets.
- Develops and manages strategies to assure effective financial planning and analysis; reviews Town strategies and determines financial resource requirements and goals.
- Advises and consults the elected Town Board, advisory boards, department heads, and the Town Administrator on fiscal problems and makes recommendations for specific courses of action.
- Monitors expenditures, budget condition, cash flow, directs receipts, deposits, and investments of the Town. Prepares revenue, expenditure, debt, cost, and other statements.
- Administers accounts payable, utility billing, accounts receivable, and payroll.
- Maintains the capital asset inventory and depreciation schedules for enterprise funds.
- Interprets laws, rules, regulations, and guidelines pertaining to accounting and financial procedures; establishes internal financial controls, and assures the financial activities are in compliance with all laws, policies and regulations and the organization's strategic direction.
- Coordinates all external financial reporting and preparation of consolidated financial statements; manages the preparation and filing of all financial reports.



- Manages Finance Department operations; directs the continuous improvement of the work processes; oversees accounts payable, utility billing, accounts receivable and payroll; assures the quality of the financial activities, services, and work products; oversees the Town's investments, and credit and bond ratings.
- Supervises accounting system and prepares statements and reports on financial affairs to administrative and elected officials.
- Meets regularly with Town Administrator to evaluate operations and technical issues, may direct the implementation of solutions.
- Supervises staff through appropriate work oversight; prioritizes and coordinates work assignments; trains, coaches and instructs employees; monitors work and evaluates performance.
- Assures effective communication of financial issues; clarifies and reconciles complex financial issues; evaluates and analyzes fiscal policies and procedures and recommends solutions.
- Researches, organizes, compiles, summarizes, and analyzes data and information for special projects and strategic planning; develops and documents recommendations; recommends tax and rate adjustments; prepares and presents reports to management.
- Maintains professional competence in accounting principles and techniques; reviews and applies new or revised laws, regulations, and accounting standards.
- Serves as the liaison to the Colorado Department of Revenue for maintenance of confidential sales tax collection records.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Thorough knowledge of the principles, methods and practices of municipal finance; Governmental accounting; GAAP accounting; budget accounting; computerized financial accounting systems; utility pricing, billing and collections; governmental fund auditing and audit preparation.
- Ability to carry out a sound investment program in accordance with town policy.
- Ability to prepare comprehensive financial reports in a complete, accurate, timely and understandable manner.
- Ability to maintain effective working relationships with the general public, Town Board of Trustees, supervisors, and peers.
- Ability to communicate effectively both orally and in writing.

MINIMUM QUALIFICATIONS:

- Bachelor's degree in Accounting, Finance, Economics, Business, Public Administration or related field
- Five (5) years progressively responsible experience in finance and governmental accounting or any combination of education and experience.

Preferred:

- Certified Public Accountant (CPA) license
- Certified Public Finance Officer (CPFO) certification
- Master's Degree
- Experience with Caselle

**WORKING CONDITIONS:**

- Frequent reaching, sitting, standing, walking, talking, seeing, hearing, and manual dexterity. Occasional lifting and carrying up to 25 pounds.
- Work is typically performed in a standard office environment.
- Occasional work in outside setting with exposure to weather and other environmental factors.

CONDITIONS OF EMPLOYMENT:

- Must pass pre-employment drug test.
- Must pass criminal history check.
- Must pass motor vehicle records check.
- Successful credit check

The statements contained in this job description reflect general details as necessary to describe the principal function of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or provide relief, to equalize peak work periods or otherwise to balance the work load.

The Town of Wellington is an Equal Opportunity Employer, and it is the equal opportunity employment policy of the Town to make all recruitment, hiring, and placement decisions, as well as, other employment decisions on the basis of the qualifications of the individuals considered for the position to be filled, without regard to race, religion, color, age, sex or national origin.

2023 CML Report data

<i>Municipality</i>	<i>Title</i>	<i>Reports to</i>	<i>Population</i>	<i>FTE</i>	<i>Budget</i>
Buena Vista	Town Treasurer/Finance Director	Town Administrator	2,196	45	\$ 5,023,913
Burlington	City Treasurer	City Administrator	3,720	40	\$ 13,055,421
Estes Park	Finance Director/Treasurer	Town Administrator	6,017	157	\$ 78,759,713
Fort Morgan	City Treasurer	City Manager	11,500	150	\$ 79,784,688
Georgetown	City Treasurer/Deputy Clerk	Town Administrator	1,096	12	\$ 1,897,098
Gilcrest	Town Clerk/Treasurer	Town Administrator	1,027	5	\$ 2,326,808
Grand Lake	Town Treasurer	Town Manager	471	14	\$ 7,298,718
Green Mountain Falls	Municipal Clerk/Treasurer	Board of Trustees	870	3	\$ 583,600
Haxtun	Town Clerk/Treasurer	Council	946	10	\$ 2,796,175
Idaho Springs	Deputy Treasurer/Court Clerk	Assistant City Administrator	1,800	29	\$ 17,000,000
Ignacio	Deputy Clerk/Treasurer	Unknown	890	15	\$ 1,500,000
Keenesburg	Treasurer	Unknown	2,536	26	\$ -
Kersey	Town Clerk/Treasurer	Town Manager	1,850	13	\$ 3,836,033
Lake City	Town Clerk/Treasurer	Town Manager	380	5	\$ 2,995,327
Lamar	City Treasurer	City Council/City Administrator	7,391	145	\$ 31,314,823
Lasalle	Finance Clerk/Building Permit Tech	Town Clerk/Treasurer	2,300	16	\$ 5,472,522
Lasalle	Town Clerk/Treasurer	Board of Trustees	2,300	16	\$ 5,472,522
Lyons	Finance Director/Treasurer	Town Administrator	2,202	21	\$ -
Mancos	Town Clerk/Treasurer	Town Manager	1,243	11	\$ 819,000
Mead	Town Clerk/Treasurer	Town Manager	4,781	25	\$ -
Meeker	Town Administrator /Treasurer/Deputy Town Clerk	Mayor and Board of Trustees	2,456	19	\$ 4,108,141
Minturn	Town Treasurer/Clerk	Town Manager	1,037	9	\$ 2,750,000
New Castle	Finance Director/Treasurer	Council/Town Administrator	5,000	35	\$ 5,954,297
Ouray	Deputy Clerk/Treasurer	Finance & Administrative Services Director	1,082	29	\$ 10,236,100

Pagosa Springs	Town Clerk/Finance Officer	Town Manager	1,770	41	\$ 8,223,000
Rangely	Clerk/Treasurer	Town Manager	2,100	32	\$ 10,503,463
Ridgway	Town Clerk/Treasurer	Town Manager	1,000	17	\$ 5,190,788
Salida	Treasurer	City Council	5,812	95	\$ 47,309,859
Silt	Town Treasurer	Unknown	3,010	27	\$ 5,343,470
Wellington	Finance Director/Treasurer	Town Administrator	11,000	50	\$ 61,000,000
Westcliffe	Town Clerk/Treasurer	Board of Trustees	568	5	\$ 1,029,618
Wiggins	Town Clerk/Treasurer	Town Manager	1,442	9	\$ 3,322,729
Woodland Park	Finance Director/Treasurer	City Manager	8,200	93	\$ -
Yuma	City Clerk/Treasurer	City Council & Manager	3,520	36	\$ 10,595,378

Board of Trustees Meeting

Date: December 12, 2023
Subject: November 28, 2023 Regular Meeting Minutes

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

BACKGROUND / DISCUSSION

Minutes for the November 28, 2023 Regular Meeting. [A link to the video recording of this meeting was available as of 12/6/2023.](#)

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

1. Approve the November 28, 2023 Minutes with the Consent Agenda
2. Remove the the November 28, 2023 Minutes from the Consent Agenda and consider further as an Action Item

ATTACHMENTS

1. 11.28.23 Board of Trustees Regular Meeting Minutes



BOARD OF TRUSTEES
November 28, 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 6:32 p.m.

1. Pledge of Allegiance
Mayor Chaussee asked for 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 Gaiter - present
Trustee Dailey - present
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; there was none.

C. LIQUOR LICENSE AUTHORITY BOARD

Mayor Chaussee opened the Liquor License Authority Board at 6:33 p.m.

1. Avuncular Bob's T Bar Inn & Brewpub - Hotel & Restaurant (City) License Renewal
Mayor Chaussee invited Mr. Ethan Muhs, the Town Clerk, to present this item. Mr. Muhs presented this item and answered questions from the Board.

Sgt. Matthew Cherry confirmed receipt of the most current food service license.

Mayor Chaussee asked if there was any public comment on this item; there was none.

Trustee Mason moved to approve Avuncular Bob's T Bar Inn & Brewpub - Hotel & Restaurant (City) License Renewal. Trustee Tietz seconded.

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

The motion carried unanimously and Avuncular Bob's T Bar Inn & Brewpub - Hotel & Restaurant (City) License Renewal was approved.

Mayor Chaussee closed the Liquor License Authority Board and opened the regular Board at 6:36 p.m.

D. CONSENT AGENDA

1. November 14, 2023, Regular Meeting Minutes
2. Resolution No. 48-2023: A Resolution of the Town of Wellington, Colorado Authorizing the Temporary Closure of Portions of State Highway 1/Cleveland Avenue
Mayor Chaussee called for a motion on the Consent Agenda.

Trustee Gaiter motioned to approve the Consent Agenda items. Trustee Tietz seconded.

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

The motion carried unanimously and the Consent Agenda items were approved.

E. ACTION ITEMS

1. Ordinance No. 10-2023: An Ordinance of the Town of Wellington, Colorado Making Adjustments to Utility Rates
Mayor Chaussee invited Ms. Meagan Smith, Deputy Director of Public Works, to present this item.

Mayor Chaussee called for questions from the Board; to which Ms. Smith responded.

Mayor Chaussee invited public comment on this item; Tim Whitehouse and Christine Gaiter provided public comment.

Mayor Chaussee called for a motion on this item.

Trustee Mason motioned to approve Ordinance No. 10-2023: An Ordinance of the Town of Wellington, Colorado Making Adjustments to Utility Rates. Trustee Dailey seconded.

Mayor Chaussee called for final comments from the Board. Trustees Daily, Wiegand, Gaiter, Daily, and Tietz made final comments.

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

With a vote of 4 in-favor and 2 against, the motion carried and Ordinance No. 10-2023: An Ordinance of the Town of Wellington, Colorado Making Adjustments to Utility Rates was approved.

2. Ordinance No. 11-2023: An Ordinance of the Town of Wellington, Colorado Making Adjustments to Water and Wastewater Capital Investment Fees
Mayor Chaussee invited Ms. Meagan Smith, Deputy Director of Public Works to present this item.

Mayor Chaussee called for questions from the Board; to which Ms. Smith responded.

Mayor Chaussee invited public comment on this item; there was none.

Mayor Chaussee called for final comments from the Board and a motion on this item.

Trustee Mason motioned to approve Ordinance No. 11-2023: An Ordinance of the Town of Wellington, Colorado Making Adjustments to Water and Wastewater Capital Investment Fees. Trustee Dailey seconded.

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

Nays: N/A

The motion carried unanimously Ordinance No. 11-2023: An Ordinance of the Town of Wellington, Colorado Making Adjustments to Water and Wastewater Capital Investment Fees was approved.

3. Ordinance No. 12-2023: An Ordinance of the Town of Wellington, Colorado Recodifying Municipal Code Chapter 6 Concerning Business Licensing

Mayor Chaussee invited Mr. Dan Sapienza, Town Attorney; & Ms. Patti Garcia, Town Administrator, to present this item.

Mayor Chaussee called for questions and comments from the Board. Trustees Gaiter, Tietz, and Wiegand asked questions, to which Mr. Sapienza and Ms. Garcia responded.

Mayor Chaussee called for a motion on this item.

Trustee Gaiter moved to postpone consideration of Ordinance No. 12-2023: An Ordinance of the Town of Wellington, Colorado Recodifying Municipal Code Chapter 6 Concerning Business Licensing to the regular Board of Trustee meeting date of January 23rd 2024. Trustee Tietz seconded.

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

Nays: N/A

The motion carried unanimously and Ordinance No. 12-2023: An Ordinance of the Town of Wellington, Colorado Recodifying Municipal Code Chapter 6 Concerning Business Licensing was tabled to January 23rd 2024 regular meeting.

4. Town Treasurer/Finance Director Recruitment

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

Mayor Chaussee called for questions and comments from the Board; Trustee Dailey, Trustee Gaiter, Trustee Tietz, Trustee Wiegand and Trustee Mason made comments.

Mayor Chaussee invited public comment on this item; Melissa Whitehouse provided public comment.

Mayor Chaussee called for final comments from the Board, and Ms. Garcia confirmed the direction to conduct internal recruitment, to continue discussion about separating the Treasurer and Finance Director positions at a later meeting, and to include Trustees Gaiter and Mason on the interview panel.

F. REPORTS

1. Town Attorney
No report.
2. Town Administrator
Ms. Patti Garcia reported on SB 23B-001 Reduction of Property Taxes that was passed by Governor Polis, budget adoption scheduled for December 12th 2023, and a proposed budget review and amendment in April 2024 due to Mill Levy calculations.

Mr. Bob Gowning gave an additional report on Public Works staffing at the water treatment plant.

3. Staff Communications
 - a. Larimer County Sheriff's Office Report (October)
Sgt. Matthew Cherry presented September and October reports, upcoming staff changes on December 28th 2023 with five new deputies.
 - b. Monthly Utility Report, dated November 1, 2023
4. Board Reports

Trustee Mason – no report.
Trustee Dailey – reported on the Public Works staff and the very important role they serve the Town of Wellington; the Main Street Program open house and annual dinner at the T-Bar 5:00 p.m. Thursday November 30th 2023; the December 2nd 2023 Senior Center bake sale, parade, Santa event; and the Wellington High School chili cook off.
Trustee Gaiter – reported on the Finance Committee's quarterly review of revenue changes.
Trustee Tietz – discussed revenue changes for 2024.
Trustee Wiegand – reported on Longview mental health campus for Larimer County Behavioral Health visit.
Mayor Chaussee – reported on Wellington Housing Authority and thanked the staff for the water treatment plant tour Saturday December 25th 2023.

G. ADJOURN

Trustee Gaiter moved to adjourn. Trustee Dailey seconded.

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

Nays: N/A

The motion carried unanimously and Mayor Chaussee adjourned the meeting at 8:54 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: December 12, 2023
Subject: Resolution No. 49-2023: A Resolution of the Town of Wellington Board of Trustees Authorizing an Application for WaterSMART Grant Funding through the Bureau of Reclamation

- Presentation by Hallie Sheldon, Senior Management Analyst

BACKGROUND / DISCUSSION

The Town has prioritized installing automatic meters for the past 5 years with the intention of utilizing a fully efficient Advanced Metering Infrastructure (AMI) when replacements were complete. This has been an ongoing Capital Improvement Project in the budget. The metering infrastructure will provide exceptional water savings benefits for the Town and the residents of Wellington. Advanced Metering systems are a catalyst project across the state of Colorado and in Larimer county in terms of water efficiency. These systems can detect leaks, reverse flow, empty pipes, etc. in a matter of seconds and provide the Town with the ability to notify residents of any concerns and suggestions instantly. Currently, many leaks in the Town of Wellington can go undetected until the water customer receives their bill at the end of the month. This extended period of undetected leaks can cause high water costs to customers, prolonged damage to the infrastructure that may require extensive repairs, and significant water waste for our supply.

The Bureau of Reclamation WaterSMART program aims to work with states, tribes, and local entities to fund and implement projects that increase water supply in the Western United States by modernizing existing infrastructure. They seek to provide assistance to water managers for projects that seek to conserve and use water more efficiently. Municipal metering projects are one of the most funded projects through the WaterSMART program because it provides some of the highest traceable water savings among entities.

The WaterSMART Water and Energy Efficiency Grant provides a 50/50 cost share funding for projects that can be completed within 2 or 3 years. The Town's proposed project would include replacing 1,076 meters and radios in existing homes in Wellington and installing networking infrastructure and software. The network and software already ties into the Town's existing billing system. The Town of Wellington would seek \$499,994.54 from the Bureau of Reclamation for this AMI project. The Town's 50% contribution for the project would include \$314,277.04 of in-kind services and \$185,717.50 in budgeted dollars. The in-kind services breakdown includes salary and benefits for 6 staff members that would be involved in the project and equipment costs for equipment the Town already owns. There are no additional positions created or new staff hours accrued beyond the designated job duties of these 6 positions. The ability to include these in-kind services reduces the budget impact of this project for the Town. Some communities choose to hire contractors to complete these projects, but current Town staff are well versed in the replacement process of the meters and have been doing the replacements for the past several years so this project can be completed in house. The current budgeted numbers are based off quotes received from the Town's supplier in July of 2023. This is a 3-year project and there is an expectation that with inflation, there may need to be small adjustments to the costs for the project.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

1. Move to approve Resolution No. 49-2023 as proposed.
2. Move to approve Resolution No. 49-2023 with amendments as the Board of Trustees deems appropriate.
3. Move to postpone consideration of Resolution No. 49-2023 and provide guidance to staff as requested modifications.
4. Move to deny Resolution No. 49-2023.

ATTACHMENTS

1. Reso 49-2023 - Watersmart Grant

TOWN OF WELLINGTON

RESOLUTION NO. 49-2023

A RESOLUTION OF THE WELLINGTON BOARD OF TRUSTEES AUTHORIZING AN APPLICATION FOR WATERSMART GRANT FUNDING THROUGH THE BUREAU OF RECLAMATION.

WHEREAS, the United States Bureau of Reclamation is offering grant opportunities through WaterSMART Water and Energy Efficiency Grant Program for fiscal year 2024; and

WHEREAS, the Town of Wellington's Automated Meter Reading project will assist with leakage reduction, improve customer education, and increase data availability and analysis of customer usage; and

WHEREAS, the Bureau of Reclamation requires that the Town of Wellington submit a resolution adopted by the Town's governing body in support of the application submitted for the WaterSMART Water and Energy Efficiency Grant program.

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

1. The Board of Trustees supports Town Staff to allocate time to develop a competitive application for the WaterSMART Water and Energy Efficiency Grant Program.
2. The Town has budgeted matching funds to meet the terms and obligation of the grant awarded. The Town's financial obligations under any grant awarded are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this resolution or any grant awarded constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of the Town's credit, or a payment by guarantee by the Town.
3. The Town Administrator or designee is authorized to execute all documents necessary to enter into an agreement for the WaterSMART Grant Program should the Town's application for that program be granted by the United State Bureau of Reclamation.
4. The Town will work with the United States Bureau of Reclamation to meet established deadlines for entering into a grant agreement for the WaterSMART Grant Program.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of December, 2023.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Board of Trustees Meeting

Date: December 12, 2023

Subject: Resolution No. 50-2023: Wellington Community Housing Bylaws Amendment

- **Presentation: Dan Sapienza, Town Attorney**

BACKGROUND / DISCUSSION

The mission of the Wellington Housing Authority is accomplished through a collaboration between a number of entities. The Town of Wellington, its statutorily-regulated Wellington Housing Authority, the non-profit Wellington Community Housing entity that owns the properties, and Housing Catalyst, which manages the properties.

Earlier in 2023, the audit firm for Housing Catalyst identified an issue where the defined membership of the Board of Directors of Wellington Community Housing caused the non-profit to be considered a “component unit” of the town. This designation causes accounting and auditing issues related to who controls and who needs to account for the assets. The Board of Trustees appoints both the Housing Authority members and the non-profits board.

Several solutions were proposed, but the attached proposal seeks to resolve the issue in a way that the accountants and auditors feel comfortable with. The process for removing a member from a housing authority is defined by C.R.S. § 29-4-208(1), which requires a public hearing and that the removal be for cause. The proposed changes to the Wellington Community Housing by-laws mirrors this language for the board of directors of that non-profit. The effect is that while the Town appoints, its ability to remove directors requires something more than just the desires of the board.

Because the non-profit board and housing authority share members, this also has the effect of providing more clarity in the removal process, whereby a single person would not be subject to two process with different standards.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

1. Move to approve Resolution No. 50-2023 as proposed.
2. Move to approve Resolution No. 50-2023 with amendments as the Board of Trustees deems appropriate.
3. Move to postpone consideration of Resolution No. 50-2023 and provide guidance to staff as requested modifications.
4. Move to deny Resolution No. 50-2023.

ATTACHMENTS

1. Reso 50-2023 - WCH Bylaws Amendment
2. WCH Board Memo and Resolution
3. Bylaws of Wellington Community Housing 11-3-23 - Clean
4. Bylaws of Wellington Community Housing 11-3-23 - Redlined

TOWN OF WELLINGTON

RESOLUTION NO. 50-2023

A RESOLUTION OF THE WELLINGTON BOARD OF TRUSTEES APPROVING THE AMENDMENT OF THE BY-LAWS OF WELLINGTON COMMUNITY HOUSING

WHEREAS, the Wellington Housing Authority was established pursuant to Article 8 of Chapter 2 of the Wellington Municipal Code to provide housing for eligible low-income individuals and families, through a contract with the U.S. Department of Housing and Urban Development; and

WHEREAS, the properties under the authority of the Wellington Housing Authority are owned by Wellington Community Housing, a Colorado non-profit corporation; and

WHEREAS, the Wellington Housing Authority and Wellington Community Housing contract with the Housing Catalyst to manage the 28 family units and 14 senior units located to Wellington; and

WHEREAS, the members of the Wellington Housing Authority and Wellington Community Housing board of directors are appointed by the Wellington Board of Trustees; and

WHEREAS, any changes to the by-laws of Wellington Community Housing (the “By-Laws”) must be approved by the Town of Wellington Board of Trustees; and

WHEREAS, the Wellington Community Housing Board of Directors desire to amend the By-Laws to change the provisions relating to removal of the Board of Directors to mirror C.R.S. § 29-4-208(1), governing the removal of members of the Wellington Housing Authority; and

WHEREAS, such change to the By-Laws will cause Wellington Community Housing to no longer be considered a “Constituent Unit” of the Town of Wellington and as such, the assets of the non-profit will not be included within the assets of the Town for purposes of audits; and

WHEREAS, the Board of Trustees finds that such a change is beneficial to the Town of Wellington.

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

1. The Board of Trustees approves the By-Laws of Wellington Community Housing as were adopted by the Board of Directors of Wellington Community Housing on November 27, 2023.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of December, 2023.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

To: Wellington Community Housing Board of Directors

From: Julie J. Brewen, CEO

Meeting Date: November 27, 2023

Action Item: Approval to Revise Bylaws to Address Town Component Unit Issue

Board Action Requested: Review and approve revised Wellington Community Housing bylaws for consistency with state housing authorities' law in order to address the "component unit" of the Town of Wellington issue.

Background: Over the past several months, you will recall that our audit firm flagged an issue with the way the Town of Wellington Board of Trustees appoints and removes directors of the board of Wellington Community Housing, presently making it a component unit of the Town of Wellington. After many conversations with this board, legal counsel, the Town Administrator, and the Town Board of Trustees, all parties agree that the best way to address this issue is to revise the bylaws of Wellington Community Housing such that the Town Board of Trustees can remove a seated director for cause in a public forum. This approach is consistent with Colorado Revised Statutes Housing Authorities law and is consistent with the intent to operate Wellington Community Housing in this manner.

Attached are clean and redlined versions of the Wellington Community Housing bylaws and a Secretary's Certificate. The only change is Article VII, Section 6(c) on page 3, to now state:

Removal of Directors. The Board of Trustees of the Town of Wellington, Colorado may remove a Director for inefficiency or neglect of duty or misconduct in office, but only after the Director has been given a copy of the charges made against the Director and the Director has had an opportunity to be heard in person and represented by counsel.

Fiscal Impact: Minimal fiscal impact. There may be savings related to not having to include as a component unit of the Town of Wellington's financial statements and audit reports.

RESOLUTION # WCH-RES-2023-11-01

**CERTIFICATE OF RESOLUTION
OF
THE BOARD OF DIRECTORS
OF
WELLINGTON COMMUNITY HOUSING**

I, Julie Brewen, Secretary of WELLINGTON COMMUNITY HOUSING, a Colorado nonprofit corporation (WCH) hereby certify that the following is a true copy of resolutions duly adopted by the Board of Directors WCH at a meeting of the Board of Directors held November 27, 2023 proper notice having been given and a quorum acting throughout:

BE IT RESOLVED that the AMENDED AND RESTATED BYLAWS OF WELLINGTON COMMUNITY HOUSING have been reviewed and considered by the Board of Directors of WCH and are hereby ratified, confirmed, and approved.

I further certify that the foregoing Resolution is in full force and effect as of the date hereof, and has not been revoked, rescinded, or modified.

DATED this 27th day of November 2023.

Julie Brewen, Secretary

**AMENDED AND RESTATED
BYLAWS
OF
WELLINGTON COMMUNITY HOUSING
(Adopted November ____ 2023)**

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. The Board of Trustees of the Town of Wellington, Colorado may remove a Director for inefficiency or neglect of duty or misconduct in office, but only after the Director has been given a copy of the charges made against the Director and the Director has had an opportunity to be heard in person and represented by counsel.

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 contendere* 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.

**89BYLAWS
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.~~ The Board of Trustees of the Town of Wellington, Colorado may remove a Director for inefficiency or neglect of duty or misconduct in office, but only after the Director has been given a copy of the charges made against the Director and the Director has had an opportunity to be heard in person and represented by counsel.

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 contendere* 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.

APPROVED AND ADOPTED this ____ day of November, 2023.

Secretary

Board of Trustees Meeting

Date: December 12, 2023

Submitted By:

Subject: Continued - Ordinance No. 13-2023: 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**

EXECUTIVE SUMMARY

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.

The agenda item was subsequently continued to the regular meeting of September 26, 2023, and again to the regular meeting of December 12, 2023 to allow additional time for coordinating details for ownership, operation and maintenance of the wells to meet the irrigation needs of the development.

In the time since the last Board meeting, the Town has received a Letter of Intent from UC Health - Kevin Unger, President and CEO for Poudre Valley Hospital and Medical Center of the Rockies. The letter is attached and expresses intent to continue discussions of expanding medical services to Wellington and considering property locations for a medical facility in the planned County Road 58 commercial corridor.

Also since the last meeting, the Developer has included additional details to the conceptual master plan. The overall concept plan has not changed from what was presented previously. Additional detail has been added to illustrate the following:

- Possible lot arrangement to illustrate the proposed mix of residential development to meet diverse community housing needs including large lots, small lots, detached homes, attached homes, alley-loaded units and multi-family housing;
- Park and open space areas integrated throughout the development;
- Integrated network of roads and trails;
- Approximate locations of stormwater detention ponds within the Open Space area to illustrate available usable space for future park, trail and recreation amenities; and
- A conceptual park layout to illustrate possible ball field and park amenity arrangement (not intended to be a full design or proposal).

Discussions regarding the irrigation wells are ongoing. Discussions have included some different alternatives for how the irrigation wells and water rights can be owned and maintained by an entity that can meet the long-term irrigation needs of the entire development, knowing that the development will be constructed in phases and those phases will continue to be refined in the future. Other considerations include having a redundant water supply option as a back-up if pumps are down for maintenance or otherwise unavailable, and consideration of different options for ensuring the entity has long-term funding mechanisms for ensuring continued operations. The Developer and Town staff have agreed that additional time to continue discussions is needed to further define the terms that are needed in the annexation agreement.

The Developer and staff recommend continuing the agenda item to the January 23, 2024 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 January 23, 2024 meeting.

Information, staff reports and supporting documentation for the annexation and zoning requests that were included in past Board of Trustees agenda packets are available on the Town's website for reference (<https://wellingtoncolorado.gov/Archive.aspx?AMID=48>).

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:

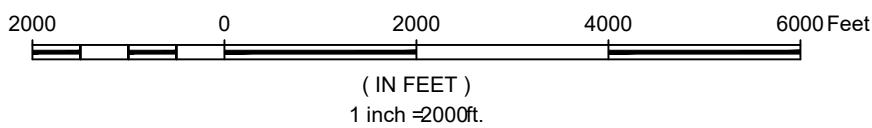
- Move to continue consideration of Ordinance No. 13-2023 and Annexation Agreements to the regular meeting of the Board of Trustees to be held January 23, 2024 at 6:30pm at the Wilson Leeper Center, 3800 Wilson Ave., Wellington, Colorado.

ATTACHMENTS

1. Vicinity Map
2. Letter of Intent - UC Health
3. Conceptual Master Plan - Added Details
4. Park Concept - Example Only
5. Ordinance No. 13-2023
6. Annexation Map - Sage Farms Annexation
7. Annexation Map - Village at Sage Farms
8. Zoning Map for Sage Farms PUD
9. Draft Annexation Agreement - Sage Farms Annexation
10. Draft Annexation Agreement - Village at Sage Farms Annexation

**SAGE FARMS
ANNEXATION
247.56 AC.**

**VILLAGE AT
SAGE FARMS
ANNEXATION
52.97 AC.**



SAGE FARMS ANNEXATION
WELLINGTON, CO

VICINITY MAP

06.22.23



**NORTHERN
ENGINEERING**

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

December 7, 2023

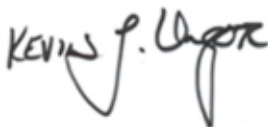
Dear Mayor Chaussee and Board of Trustees:

I met with Patti Garcia and Daren Roberson of Sage Homes earlier this year to discuss our interest in expanding medical services to the residents in Wellington, Colorado. This letter confirms our interest and intent to continue discussion of an anticipated expansion of services into the Wellington area dependent our capital expansion funds and site selection.

My office has reviewed the Town's Comprehensive Plan 2021. We understand that the intersection of County Road 58 and State Highway 1 is designated as a Community Gateway into Wellington. A medical facility in the planned County Road 58 commercial corridor may satisfy our expansion intent. Please keep my office informed on future plans regarding the expansion of public improvements in this area including regional road improvements, basic utility infrastructure and population growth projections.

My office is available from time to time to discuss what I believe would be a project of mutual benefit for the UC Health system and the Wellington area community.

Sincerely,

A handwritten signature in black ink that reads "KEVIN J. UNGER". The signature is stylized, with the first letters of each name being capitalized and prominent.

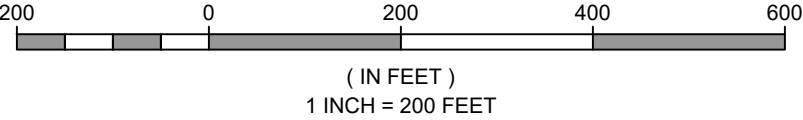
Kevin Unger, PhD, FACHE
President and Chief Executive Officer
Poudre Valley Hospital and Medical Center of the Rockies
970.495.7141
uchealth.org



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%

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



LEGEND

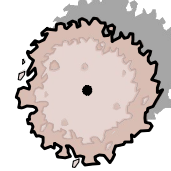
- MULTI-FAMILY RESIDENTIAL
- OPEN SPACE
- SINGLE FAMILY RESIDENTIAL
- COMMERCIAL



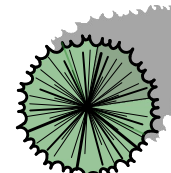
CONCEPT PLANT SCHEDULE



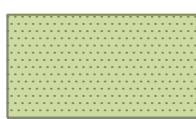
DECIDUOUS TREES



ORNAMENTAL TREES



EVERGREEN TREES



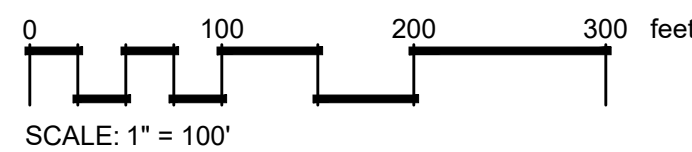
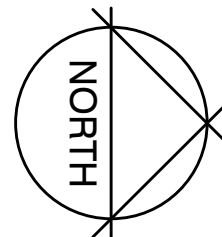
MODERATE WATER USE TURF



UPLAND SEED MIX



WETLAND SEED MIX



SAGE FARMS PUD
CONCEPTUAL PARK PLAN
EXHIBIT A

DECEMBER 7, 2023

Centennial
Design, LLC
irrigation • landscape

TOWN OF WELLINGTON

ORDINANCE NO. 13-2023

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 Chaussee, 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;

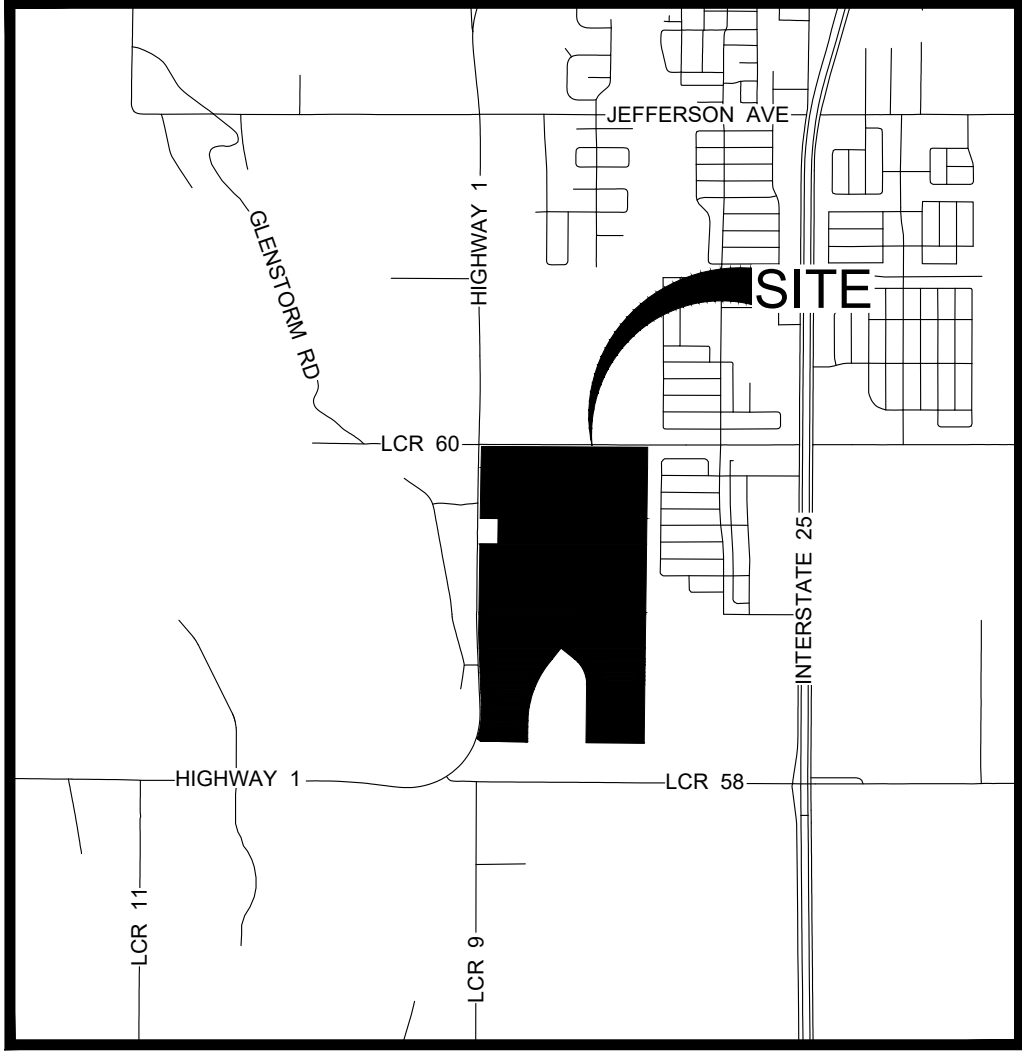
The following Four (4) courses are along the Southerly Right of Way lines of said Larimer County Road 58.

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 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 88° 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 1166.00 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 165.49 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 hereto 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 _____

_____ 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. Tessey
Colorado Registered Professional Land Surveyor No. 38470

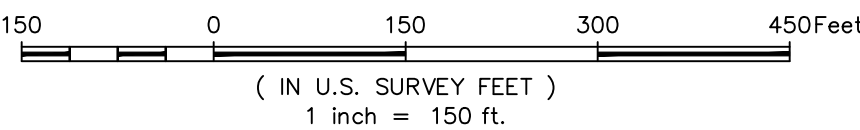
SYMBOL LEGEND

- 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



FORT COLLINS DEVELOPMENT
RAILWAY COMPANY
25.0' RIGHT OF WAY
BOOK 162 PAGE 144
MARCH 24, 1904

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 herein.

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

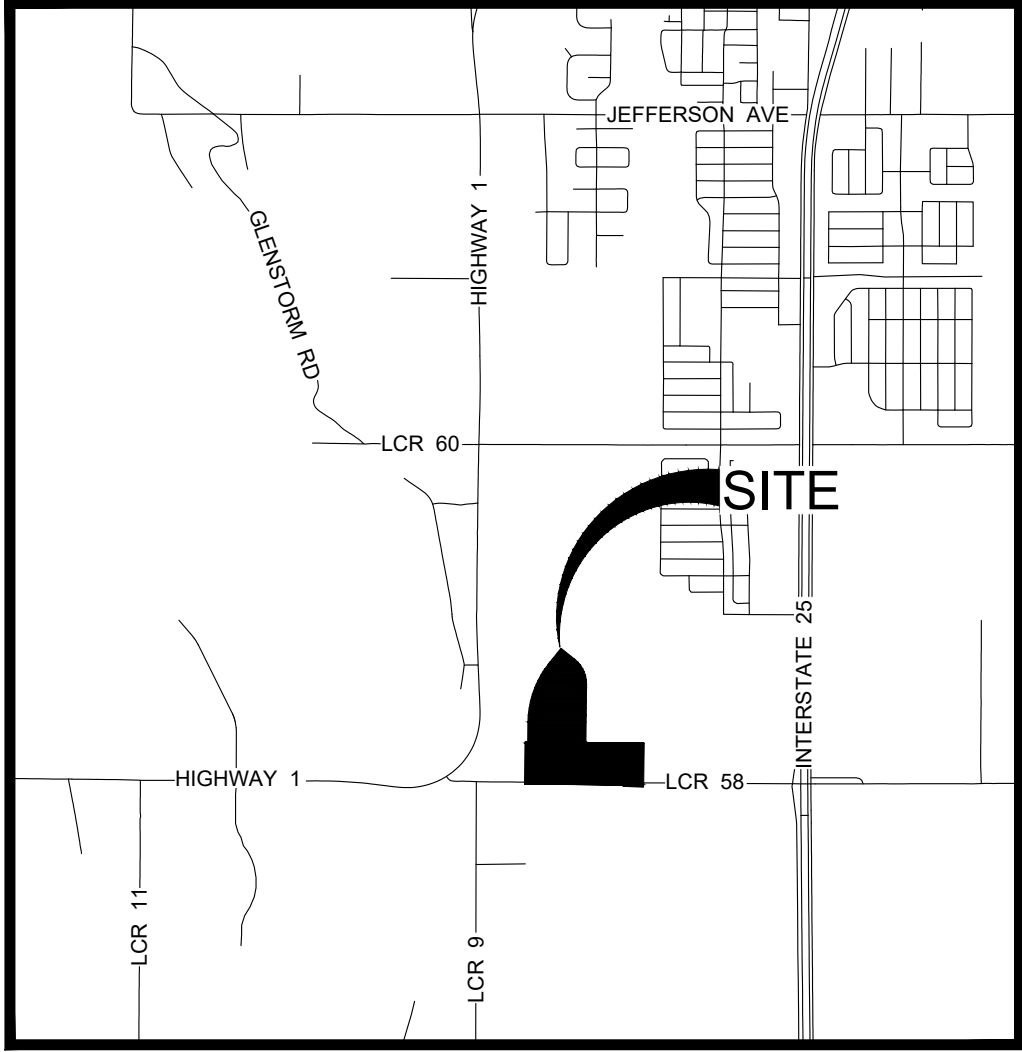
NORTHERN ENGINEERING
FORT COLLINS: 307 North Hovey Street, Suite 100, 80521-970-221-4158
GREELEY: 820 8th Street, 80633-1
nortremengineering.com

PROJECT:
992-008
DATE:
05/26/2023
DESIGNED BY:
DRAWN BY:
A. Lund
REVIEWED BY:
B. Tessey

SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO
Sheet
1
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



VICINITY MAP

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 area 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 a 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 429.31 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 450.03 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 (±).

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 hereto set our hands and seal this _____ day of _____, 20_____

OWNER _____

OWNER _____

STATE OF COLORADO)

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____

_____ 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. Tessey
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'

SAGE FARMS ANNEXATION
10,783,543 sq. ft.
247.56 acres
Zoning: PUD Overlay

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'

LINE TABLE		
LINE	LENGTH	BEARING
L1	80.00'	N45° 00' 00"W
L2	80.00'	N45° 00' 00"E

INDICATES PRESENT TOWN BOUNDARY LINE

VILLAGE AT SAGE FARMS ANNEXATION
2,307,255 sq. ft.
52.97 acres
Zoning: PUD Overlay



150 0 150 300 450 Feet
(IN U.S. SURVEY FEET)
1 inch = 150 ft.

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

TRACT A-1, AMENDED PLAT OF TRACTS A AND B, DULO M.D. NO. 8760094
OWNER: KRAFT, ROBERT BRIAN
PARCEL NO. 8616207701

RESIDUAL LOT A, FOX RUN ESTATES PLUP 00-51718
OWNER: FATT FAMILY LIMITED PARTNERSHIP
PARCEL NO. 8616209001

LOT 3, LOCKMAN MINOR LAND DIVISION NO. 08-52364
OWNER: FATT FAMILY LIMITED PARTNERSHIP
PARCEL NO. 8616209703

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 herein.

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

NORTHERN ENGINEERING
N
FORT COLLINS: 307 North Hovey Street, Suite 100, 80521, 970.221.4158
GREELEY: 820 8th Street, 80633, northernengineering.com

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

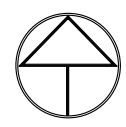
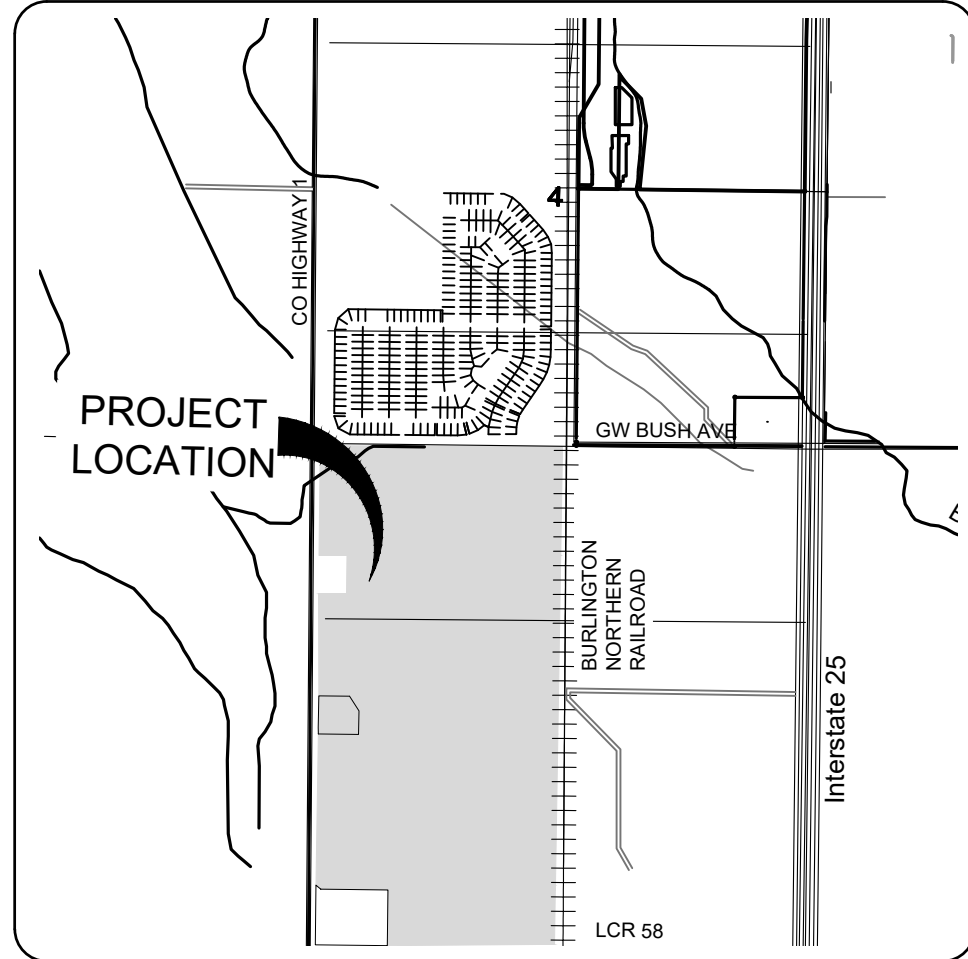
VILLAGE AT SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

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'

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

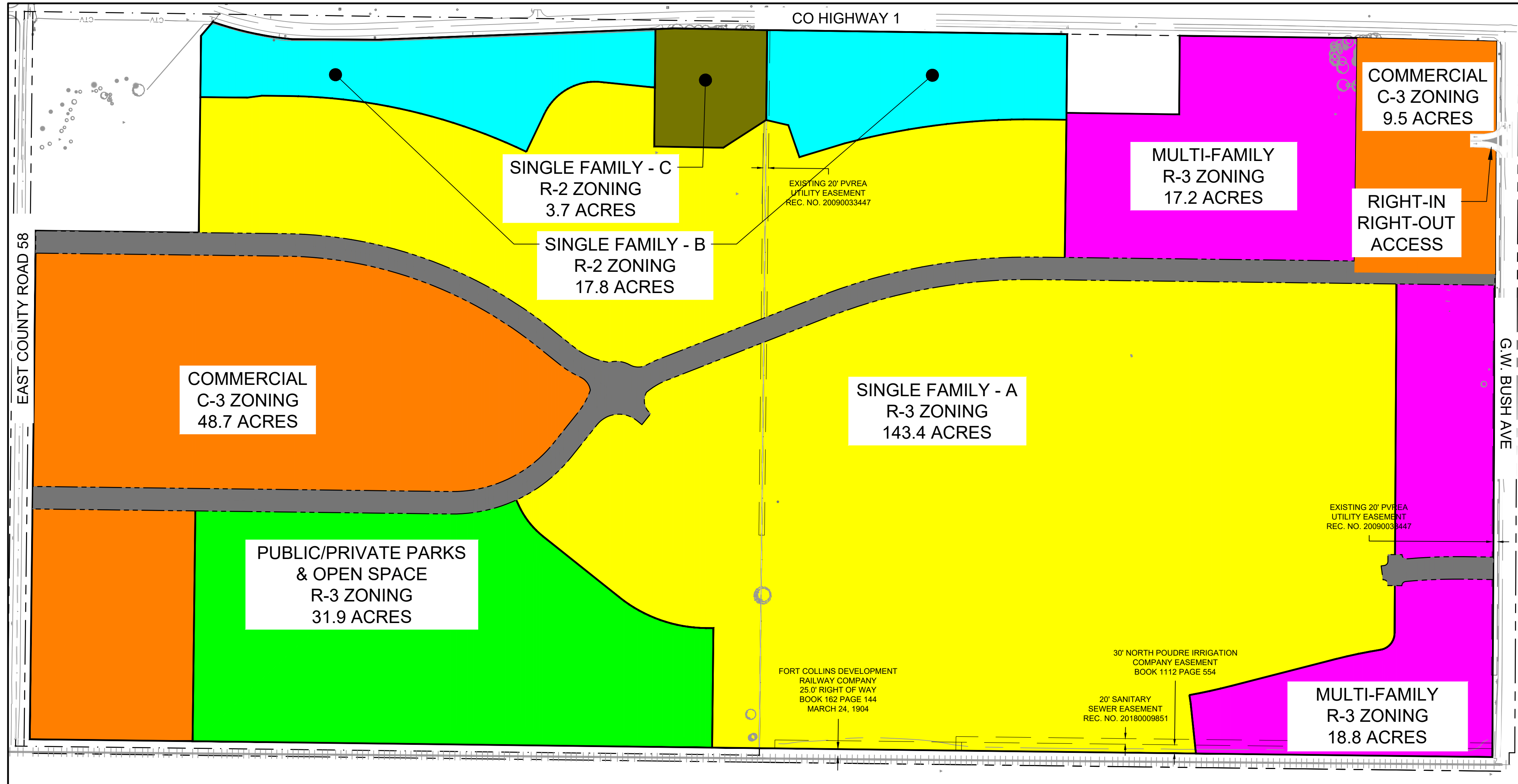
A parcel of land being the Northwest Quarter of Section Nine (9) and a portion of the Southwest Quarter of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado.

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.



250 0 250 500 750 Feet
(IN FEET)
1 inch = 250 ft.

LEGEND

MULTI-FAMILY RESIDENTIAL - R-3	COMMERCIAL - C-3
SINGLE FAMILY RESIDENTIAL (A) - R-3	PARKS/OPEN SPACE - R-3
SINGLE FAMILY RESIDENTIAL (B) - R-2	
SINGLE FAMILY RESIDENTIAL (C) - R-2	

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

SAGE FARMS

ZONING MAP

Sheet

1

1 of 4

Revisions:
No. _____ 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 without the approval of a Professional Engineer in the employ of Northern Engineering Services, Inc.

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

PROJECT: 992-008
DATE: 06/26/2023
DESIGNED BY: S. Ritchie
SCALE: 1"=250'
DRAWN BY: S. Ritchie
REVIEWED BY: S. Ritchie

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



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 0° 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 0° 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.

THENCE South 89° 31' 12" East a distance of 304.69 feet;
THENCE North 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 70° 07' 36" East a distance of 687.14 to a line non-tangent to this course;
THENCE South 16° 50' 03" East a distance of 166.69 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 90.00 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 North 05° 04' 41" East a distance of 191.01 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 2000.06 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" East a distance of 873.69 to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 58.87 feet;
THENCE South 07° 12' 22" East a distance of 145.96 feet;
THENCE South 00° 36' 16" West a distance of 56.96 feet to a point on the Southerly line of Lot 2, Sipes M.L.D.
40.4 LANDS recorded November 6, 2019 as Reception No. 2019000657 of the Records of Larimer County
THENCE North 89° 40' 40" West along the Southerly line of Lot 2 a distance of 238.51 feet;
THENCE North 89° 45' 35" West along the said Southerly line of Lot 2 a distance of 64.49 feet to the POINT OF BEGINNING

ZONE R-3 (MULTI-FAMILY RESIDENTIAL)

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 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 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 33° 43' 54" and is subtended by a Chord bearing South 18° 33' 32" 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 a distance of 40.00 feet to a point on the Southerly line of Lot 2, Sipes M.L. #19-LAND3918
THENCE North 89° 18' 40" West a distance of 10.00 feet to the Point of Beginning of the Records of Lamarine 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" East 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 20° 51' 14" and is subtended by a Chord bearing South 13° 07' 02" East a distance of 873.69 feet to a line non-tangent to this course;

THENCE North 05° 54' 41" East a distance of 191.61 feet;
THENCE South 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 10° 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 246.68 feet;
THENCE North 00° 46' 45" East a distance of 400.57 feet;

TOGETHER WITH

THENCE South 00° 42' 40" 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 Southward 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 139.27 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 South 09° 39' 33" West 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)

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**.

TOGETHER WITH

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° 14' 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 (±)

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 walls 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 southwest 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	0 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	56.0 acres	12 units/acre		19.4%
Commercial	58.2 acres	16 units/acre	\$85,000 sq. ft.	20.0%
Public/Private Parks & Open Space	33.6 acres			11.5% of (16.8% of residential area)
TOTAL	291.1 acres		\$85,000 sq. ft.	100%

GLA is defined as "Gross Leasable 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. 1 ROW	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. 1 ROW	50 feet

1. Multi-Family - R-3 Residential Medium Density District

A. Statement of Intent
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
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 front loaded; 5 feet rear or Alley loaded
4. Minimum Side Setback:	5 feet for detached units; 5 feet for attached units
5. Minimum Rear Setback:	5 feet
6. Minimum Distance between Buildings	10 feet
7. Minimum Distance from Hwy. 1 ROW	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 Use (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. Accessory Use (P)
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 be 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. AUXILIARY 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 traveled areas. Where differing land uses that 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.

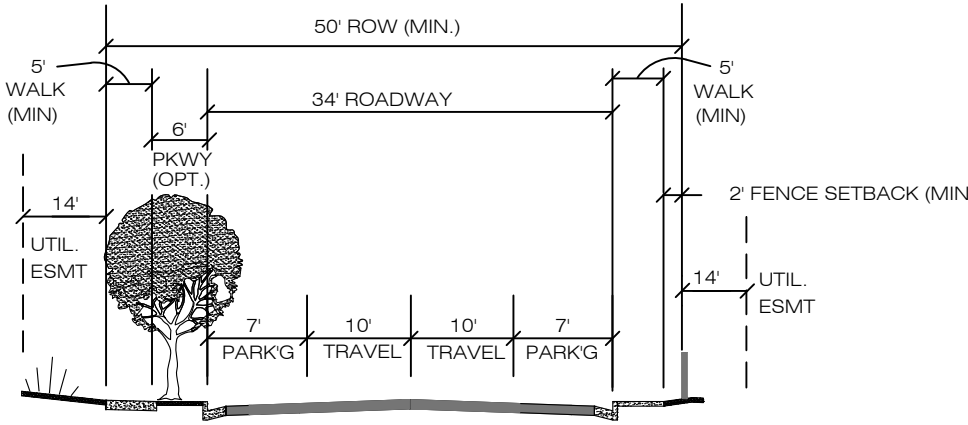
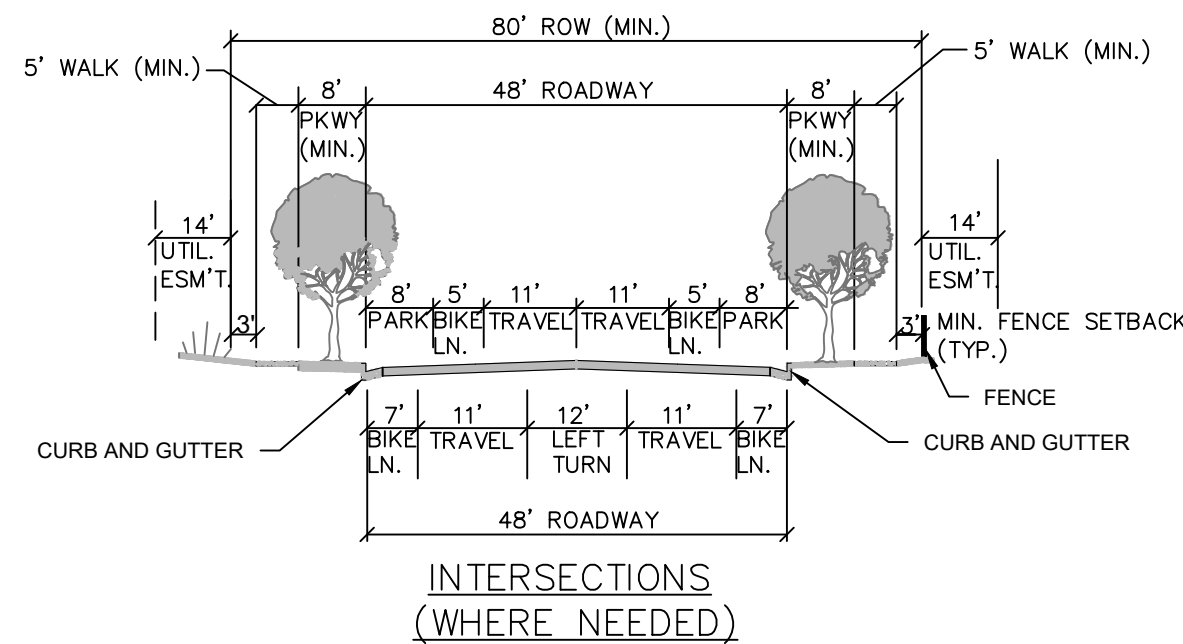
4. Zoning Boundaries
The zoning boundaries may be modified or changed by a maximum of 10% with an administrative approval by the Town's Planning Director through the overall densities or total Gross Leasable Area (GLA) shall not exceed the maximum amounts as listed on this PUD Zone.

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.

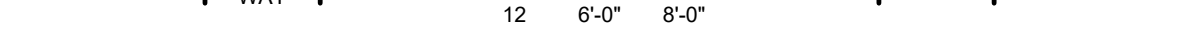
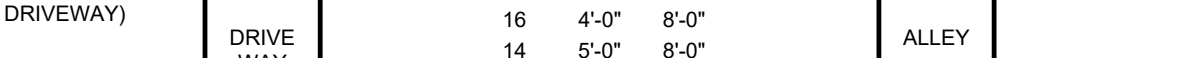
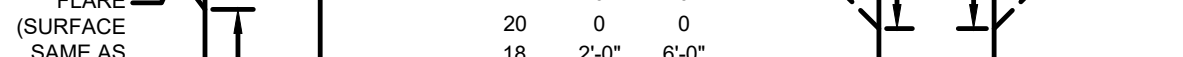
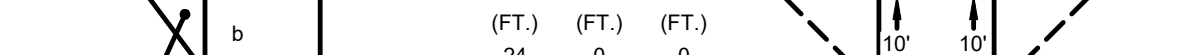
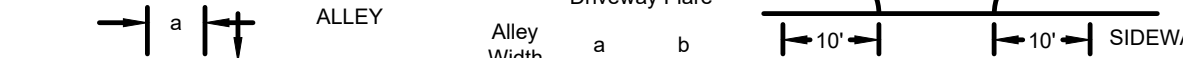
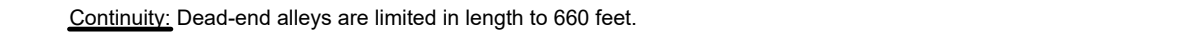
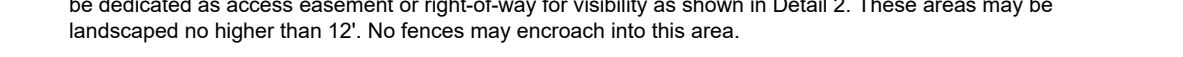
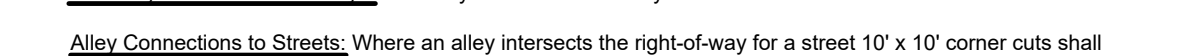
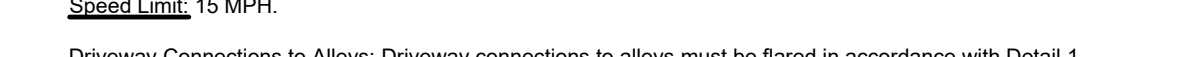
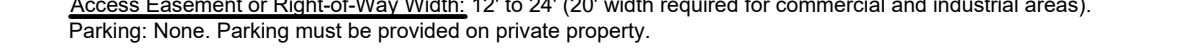
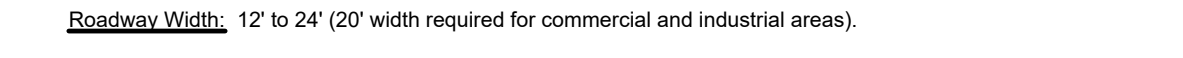
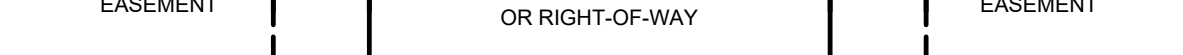
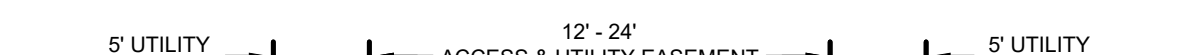
I. STREET AND ROADWAY STANDARDS

- See details on the right side of this sheet



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.
PARWAY: 8' (MIN.) WIDE. ADDITIONAL WIDTH OPTIONAL
SIDEWALK: 5' (MIN.) WIDE. 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.



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.
PARWAY: 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.
PARWAY LANDSCAPING: TREE, LAWN, MEDIAN, AND BUFFER AREA LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR HOA.
CURB AND GUTTER: VERTICAL, ROLL-OVER, OR DRIVEOVER.

DESIGN SPEED: 25 MPH
SPEED LIMIT: 25 MPH
ACCESS: NO LIMIT.
FENCES: SETBACK A MINIMUM OF 2' FROM THE EDGE OF THE SIDEWALK.
PARWAY LANDSCAPING: TREE, LAWN, MEDIAN, AND BUFFER AREA LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR HOA.
CURB AND GUTTER: VERTICAL, ROLL-OVER, OR DRIVEOVER.

DESIGN SPEED: 25 MPH
SPEED LIMIT: 25 MPH
ACCESS: NO LIMIT.
FENCES: SETBACK A MINIMUM OF 2' FROM THE EDGE OF THE SIDEWALK.
PARWAY LANDSCAPING: TREE, LAWN, MEDIAN, AND BUFFER AREA LANDSCAPING SHALL BE THE RESPONSIBILITY OF

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

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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

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,

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.

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 party 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 fulfillment 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 fulfill 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 effective 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]

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

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,

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,

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.

- 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.

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.
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 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]

DRAFT

Board of Trustees Meeting

Date: December 12, 2023
Subject: Resolution No. 51-2023: A Resolution Adopting the Budget for the Town of Wellington, Colorado for the Calendar Year Beginning the 1st Day of January 2024 and Ending the Last Day of December, 2024, Estimating the Amount of Money Necessary to be Raised by the Tax Levy Based on the Said Budget so Adopted, Estimating the Amount of Money to be Derived From Other Revenue Sources, Setting Forth Estimated Expenditures for Each

- **Presentation: Don Rhoads, Town Treasurer & Finance Director**

BACKGROUND / DISCUSSION

The packet items for Board of Trustee consideration for the 2024 budget include:

- Resolution No. 51-2023 - A Resolution Adopting the Budget for the Town of Wellington, Colorado for the Calendar Year Beginning the 1st Day of January 2024 and Ending the Last Day of December, 2024, Estimating the Amount of Money Necessary to be Raised by the Tax Levy Based on the Said Budget so Adopted, Estimating the Amount of Money to be Derived From Other Revenue Sources, Setting Forth Estimated Expenditures for Each
- Resolution No. 52-2023 - A Resolution Levying General Property Taxes for the Taxable Year 2023 to Defray Costs of Government for the Town of Wellington, Colorado, for the Calendar Year Beginning January 1, 2024, and Ending December 31, 2024
- Ordinance No. 12-2023 - An Emergency Ordinance Appropriating Sums of Money to Defray Expenses and Liabilities of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024

The budget staff memo is included with the budget document for your review. The Wellington Municipal Code at Sec. 4-3-20 states that the rate of tax levy shall be adopted by resolution and at Sec 4-3-30 states that the annual appropriation be passed by ordinance; the code and statutes are silent as to the requirement of a resolution or ordinance adopting the annual budget. As an ordinance is not in effect until 30 days after publication, staff has submitted an emergency ordinance for Ordinance No. 12-2023 which would allow for all budget related documents to be in effect concurrently.

Staff has worked diligently to reduce costs and understands the need to continue to provide the services required and expected of the residents. The General Fund projects to transfer \$1,049,000 to the water and sewer funds and we anticipate providing additional grants in 2025. Staff has made a request for the addition of 3.75 employees in 2024; these positions will be on hold until after the first quarter when revenues and expenditures can be presented to the Board of Trustees and determinations can be made related to the addition of staff.

The statutory requirement for publication of a legal notice of the budget was published in the Coloradoan on December 7, 2023.

STAFF RECOMMENDATION



Staff has identified the following options for Trustee consideration:

1. Approve Resolution No. 51-2023: A Resolution Adopting the Budget for the Town of Wellington, Colorado for the Calendar Year Beginning the 1st Day of January 2024 and Ending the Last Day of December, 2024, Estimating the Amount of Money Necessary to be Raised by the Tax Levy Based on the Said Budget so Adopted, Estimating the Amount of Money to be Derived From Other Revenue Sources, Setting Forth Estimated Expenditures for Each
2. Approve Resolution No. 51-2023 with amendments as the Board of Trustees deems appropriate
3. Postpone consideration of Resolution No. 51-2023 to a specific date and time and provide staff direction regarding additional information or amendments
4. Vote to deny Resolution No. 51-2023

ATTACHMENTS

1. Reso 51-2023_2024 Budget
2. 2024 Budget _12.7.2023

TOWN OF WELLINGTON

RESOLUTION NO. 51-2023

A RESOLUTION ADOPTING THE BUDGET FOR THE TOWN OF WELLINGTON, COLORADO FOR THE CALENDAR YEAR BEGINNING THE 1ST DAY OF JANUARY 2024, AND ENDING THE LAST DAY OF DECEMBER, 2024, ESTIMATING THE AMOUNT OF MONEY NECESSARY TO BE RAISED BY TAX LEVY BASED ON THE SAID BUDGET SO ADOPTED; ESTIMATING THE AMOUNT OF MONEY TO BE DERIVED FROM OTHER REVENUE SOURCES; SETTING FORTH ESTIMATED EXPENDITURES FOR EACH

WHEREAS, the Town Administrator has been designated to prepare the annual budget for Wellington, Colorado, for the calendar year beginning January 1, 2024, and ending December 31, 2024, and has prepared the said budget and has submitted it to the Board of Trustees; and

WHEREAS, the Board of Trustees held work sessions to learn about and discuss aspects of the proposed annual budget on September 19 and October 3, 2023; and

WHEREAS, the community was invited to provide feedback on the proposed budget directly to the Board of Trustees and Town staff at the annual Budget Boo-nanza on October 17, 2023; and

WHEREAS, the Board of Trustees received presentations on the proposed budget and heard public comments on the proposals at regular meetings of the Board of Trustees held on October 10 and November 14, 2023; and

WHEREAS, the Town of Wellington Finance Committee, a committee of appointed community members, received presentations and provided comment on the proposed budget on October 10, 2023 and November 20, 2023; and

WHEREAS, the Board of Trustees held a duly noticed public hearing on the adoption of the budget on December 12, 2023, where the public was invited to give comment and feedback on the proposed budget; and

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

WHEREAS, the Board of Trustees is required by C.R.S. § 22-40-102, as amended by Colorado Senate Bill 23B-001, to adopt an annual budget prior to January 10, 2024.

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

SECTION 1.

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

General Fund	\$ 16,612,285
Street Fund	8,363,737
Conservation Trust Fund	1,113,589
Water Fund	29,471,005
Sewer Fund	26,433,669
Storm Drainage Fund	2,825,986
Park Fund	3,809,349
Library Trust Fund	<u>571,255</u>
Operating Funds	89,200,875
Capital Projects Fund	<u>44,512,593</u>
TOTAL	\$133,713,468

SECTION 2.

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

General Fund	\$ 8,984,405
Street Fund	1,326,304
Water Fund	6,923,824
Sewer Fund	4,312,769
Storm Drainage Fund	663,914
Park Fund	1,876,713
Capital Projects Fund	<u>44,512,593</u>
TOTAL	\$68,600,522

SECTION 3.

That the budget for the Town of Wellington, Colorado for the calendar year beginning January 1, 2024 and ending December 31, 2024, as heretofore submitted to the Board of Trustees by the Town Administrator, and as changed and amended by the Board of Trustees be, and the same hereby is adopted and approved as the budget for the Town of Wellington for the said fiscal year.

SECTION 4.

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted by the Board of Trustees of the Town of Wellington, Colorado this 12th day of December, 2023.

TOWN OF WELLINGTON, COLORADO

By: _____

Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk



TOWN OF
WELLINGTON

FISCAL YEAR 2024 **DRAFT BUDGET**



2024 Town Administrator's Budget Message

December 12, 2023

Mayor and Board of Trustees,

Staff is pleased to present the Board of Trustees a 2024 Proposed Budget of \$68,600,522 including operating expenditures, debt service, and transfers, totaling \$24,087,929, and a capital improvement program for 2024 of \$44,512,593. These totals include General Fund capital projects costing \$250,000 and an operating budget for 2024 of \$8,984,405, which provides funding for Town services such as the contract with the Larimer County Sheriff's Office, planning services, public works administration, and all Town administrative services. Funding this 2024 General Fund Budget are estimated revenues and transfers totaling \$8,366,091. The General Fund is, therefore, projected to end 2024 with an \$868,314 operating deficit due to the inclusion of \$1,049,000 in grants from the General Fund to the Water and Sewer Funds to minimize the need for rate increases in those funds.

Total requested appropriations in the 2024 Budget equal \$68.6 million and total available resources, including available fund balances and estimated revenues, equal \$89.2 million. This is a balanced budget where total appropriations do not exceed total available resources.

The proposed 2024 Budget for the Town of Wellington was presented to the Trustees, the Finance Committee, and the public in a variety of meetings and forums held on September 19, 2023, October 3, 2023, October 10, 2023, October 17, 2023, November 14, 2023, and November 20, 2023. The original proposed 2024 Budget presented in September has been amended several times to reflect Trustee suggestions, updates to revenue projections as well as other changes that better reflect the current and expected future financial position of the Town. The updated budget documents have been made available on the Town's website through the Board of Trustee packets.

Significant changes made to the 2024 budget since the November 14, 2023 Board presentation include:

- Reduction of \$137,000 in estimated property taxes due to recent State legislation
- Additional \$132,000 reduction in General Fund operating budget expenditures
- Additional \$15,000 reduction in Park Fund operating budget expenditures
- Changes in Capital Improvement Program
 - Water Fund: \$178,600 reduction due to delay of Automated Metering project
 - Sewer Fund: \$107,500 reduction due to delay of Viewpoint Lift Station project
 - Street Fund: net \$414,000 increase due to moving up Cleveland Ave Improvements project and delaying Street/Sidewalk Safety improvements project



- Drainage Fund: \$416,000 increase due to moving up Outfall for Cleveland Ave Improvements project
- Parks Fund: \$125,000 reduction due to expected completion of Splashpad Chemical Room project under budget in 2023.

The overall size of the budget has increased in recent years as the Town adjusts its services to meet the expectation of a growing population, fund civic and infrastructure projects and keep pace with inflation. The 2024 Budget focuses on the continuation of high-quality customer service and core services such as infrastructure maintenance, public facilities, planning and development, parks, water, sewer and stormwater utility services as well as continuing to build community partnerships to improve the quality of life for Wellington residents, businesses and visitors.

This 2024 Budget estimates that all Town funds will meet Board adopted fund balance reserve requirements at year-end. There are, however, challenges facing the Town's Water and Wastewater Funds in that these two enterprise funds do not currently generate enough operating revenue to adequately cover debt service covenants. This is the case despite the fact that these projections include the recommended 5% increase in utility user fees and 5% increase in impact fees.

To further address the shortfall in the Water and Sewer Funds, the Board of Trustees directed staff to include the maximum grant allowed from the General Fund to these enterprise funds to help stabilize the funds financially and keep rate adjustments to a minimum. These grants total \$1,049,000 in 2024 with similar grants budgeted in 2023 and expected in 2025. Staff will continue to investigate options for the water fund deficit expected in years 2026-2028 and wastewater fund shortfall expected in years 2025-2026 which will be brought to the Board of Trustees next year as the financial picture for 2025 becomes clearer.

Budget Highlights

In the 2024 Budget, we have highlighted three major themes that are aligned with the objectives in the 2022-2024 Strategic Plan. In accordance with the Town's Mission Statement, our team is committed to delivering outstanding municipal services that cater to the needs of our community. While we have emphasized the overarching themes within the budget, it's essential to recognize the ongoing day-to-day operations that keep our Town running. While these daily operations may not always take the spotlight, they are fundamental in our commitment to serving our community. Below are the three major budget themes.

#1 Fiscal Responsibility & Transparency

Transparently Reflecting Costs in Operations Budget

In prior year budgets, employee wages were dispersed across multiple departments based on overhead calculations (indirect cost). In the 2024 budget, the actual proposed salaries by department will be represented without the indirect (overhead calculations) applied. We want to



ensure pay transparency to show the true cost for each department. This will look like large increases in each department, but the actual change in wages and salaries will be primarily through merit and cost of living (COLA) adjustments. Overhead calculations will be displayed through transfers in the 2024 department budgets. For example: In the 2023 IT budget, there was \$33,000 budgeted for salary. This did not cover the full salary of the IT position (1 FTE), but this was spread out against multiple departments it serves.

Grant Funding

The Town of Wellington continues to pursue grants to support priorities identified by the Board of Trustees. Since 2020, the Town has applied for and been awarded \$7.3 million to support various projects, including the Comprehensive Plan, water infrastructure, downtown facade improvements, and more. Town staff will continue to seek grant funding in alignment with the board's direction to offset costs and reduce debts as part of the overall commitment to fiscal responsibility. After adoption of the 2024 budget and corresponding Capital Improvement Project list, staff will pursue additional grant funding to assist in the completion of projects aligning with the Board of Trustees' goal to seek funding sources for the positive direction of the community. The Board of Trustees can expect updates on potential grants and will approve the decision to move forward with a grant application through resolution at a public meeting.

Personnel

Employees are the backbone of the Town providing essential services necessary for the community. A well-trained and qualified workforce is critical to developing and maintaining a high quality of life for our residents.

- The proposed budget recommends 3% cost of living (COLA) adjustments and a 3% merit pool for staff. The percentage of compensation for Town employees is 35% of the total operating budget, which is far below the average compensation of state and local government employees of 58.25% of the operations budget. Providing merit and cost of living adjustments to employees is crucial for recognizing and rewarding performance, maintaining fairness and equity, attracting and retaining talent, and ensuring compliance with labor laws. It contributes to a positive work environment, employee motivation, and the overall success of the organization.
- Employer-provided employee health insurance premiums are increasing by 5% for a total cost of health insurance of \$911,471.53.
- 4.25 Full-time employees (FTE) are proposed in the budget with only the .5 Detective position being fully funded as of January 1, 2024. The balance of the positions requested will be evaluated after first quarter 2024 to assure revenue projections support the additional staff. Those positions include Planning I-II (1 FTE), Engineer I-II (1 FTE), Parks & Recreation Operations Supervisor (1 FTE) and Library Clerk I (.75 FTE).



#2 Infrastructure & Safety

Complete the Water Treatment and Water Reclamation Facility expansion projects under budget and on time.

In the autumn of 2024, the Town of Wellington is poised to mark a significant achievement with the completion of the Water Treatment Plant and Water Reclamation Facility. This milestone represents a pivotal moment for our community, as it encompasses a range of advantages, including the promotion of public health, the stimulation of economic growth, and an enhancement of our overall quality of life. Equally important, it guarantees our community's readiness to meet evolving needs and challenges while adhering to regulatory standards.

As the new treatment plants prepare to come online, it's crucial to recognize that our budget will now encompass a transitional period. This transitional phase accounts for half the year with the old plants and the other half with the new plants. Moreover, this transition allows staff to adapt to new testing requirements, accounts for additional permitting, chemicals, tools, and processes for supporting the new facilities.

Commitment to Safety

In 2023, CIRSA conducted a Loss Control Property Survey to examine facilities, equipment, and machinery. The report provided recommendations on how to take corrective action to reduce risk and improve safety for our staff and community. Within the proposed budget, we have thoughtfully allocated resources to begin the process of addressing these crucial safety concerns and undertake the necessary improvements, affirming our commitment to the well-being of all stakeholders. In 2024, our Town's Safety Committee composed of staff representatives from each department will continue to enhance workplace safety and promote a culture of safety within an organization.

#3 Investment in Technology

In 2020, the Town was able to purchase new laptops, docking stations, and monitors with CARES Act funding. Staff purchased computers, which was a mismatch of what was available due to nationwide supply chain issues. Unfortunately, many of these laptops have reached their end-of-life cycle and need to be replaced. Town staff received quotes and negotiated a government rate for replacement. Having a functional computer is a fundamental tool for modern businesses. It enhances productivity, communication, data management, and overall Town operations.

In addition to computers, staff would like to make an increased investment in new software. Below are the additional investments to improve Town services.

- Staff is exploring options for maintenance software that will track assets and maintenance needed for buildings.



- Human Resources is requesting to add a ‘Human Resources Information System’ software which is a tool designed to streamline and automate various HR tasks and processes within an organization. These systems are used to manage and organize employee data and information efficiently. This assists with recruitment/applicant tracking, benefits administration, payroll, compliance/ reporting, and much more. This system would be added mid-year to save on 2024 expenses.
- Caselle Court Management keeps track of information associated with violations and court proceedings. This software tracks individual fees for all offenses and sets up individual pay schedules.

Finally, the Town needs reliable internet access at the Water and Wastewater Reclamation Plants. This is required in order to receive and provide constant and accurate data. Equipment redundancy is required for all steps within the treatment process.

Conclusion

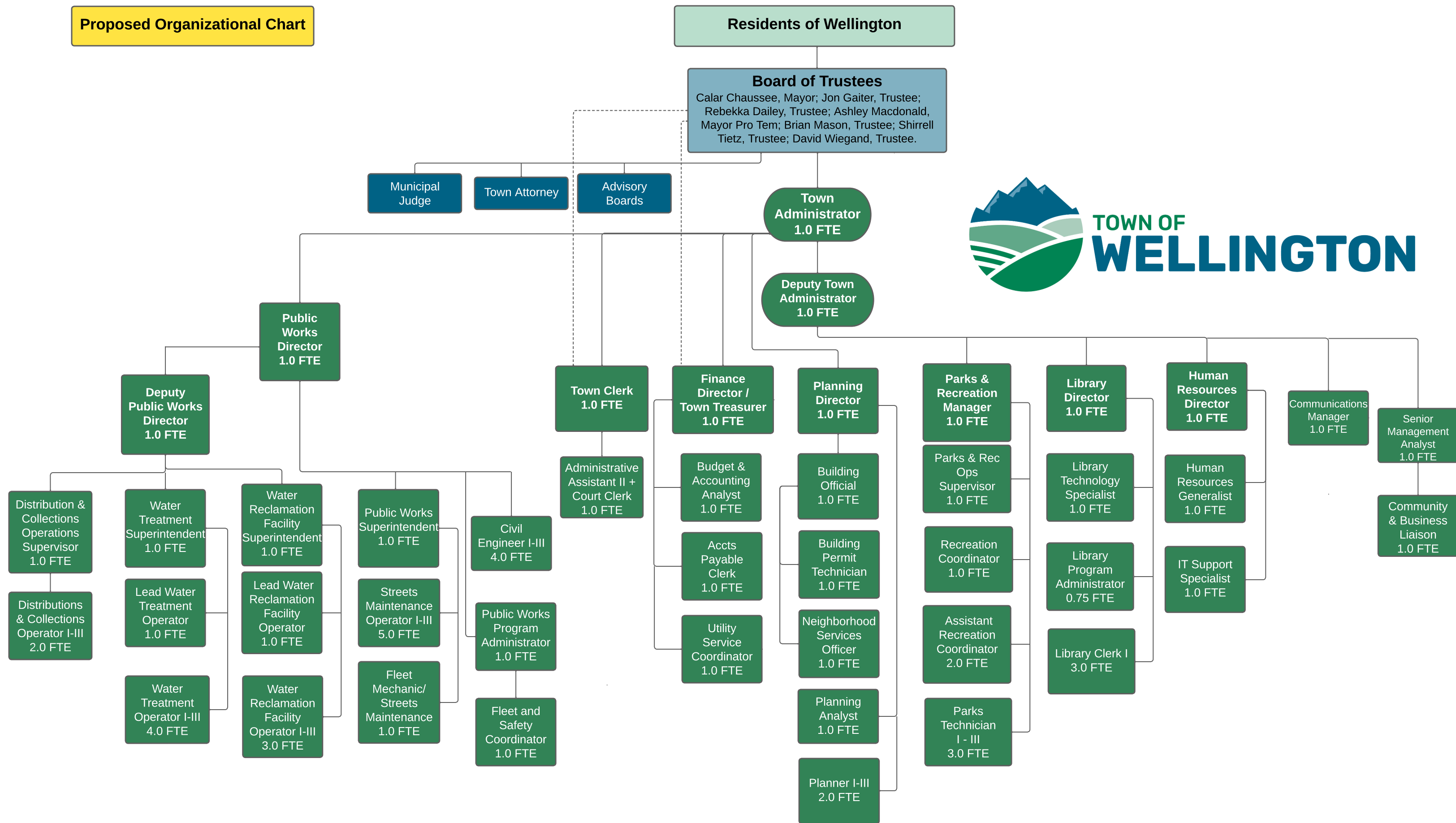
This budget serves as the operational blueprint for the upcoming calendar year. It functions as the comprehensive financial roadmap for Town activities and is strategically designed to align with and support the Board of Trustees’ Strategic Plan. As with any well-considered plan, we anticipate that this budget may require adjustments throughout the year to accommodate changing circumstances and seize new opportunities. Thank you to the Board of Trustees for consideration of the budget. We extend our gratitude to the Board of Trustees for their thoughtful consideration.

Respectfully Submitted,

Patti Garcia

Patti Garcia
Town Administrator

Proposed Organizational Chart





BOARD OF TRUSTEES



Shirrell Tietz
Trustee



David Wiegand
Trustee



Ashley Macdonald
Mayor-Pro Tem



Calar Chaussee
Mayor



Brian Mason
Trustee



Rebekka Dailey
Trustee



Jon Gaiter
Trustee

Calar Chaussee, Mayor

chausseec@wellingtoncolorado.gov
Term expires: April 2026

Ashley Macdonald, Mayor Pro Tem

macdonas@wellingtoncolorado.gov
Term expires: April 2024

Jon Gaiter, Trustee

gaiterjm@wellingtoncolorado.gov
Term expires: April 2024

Rebekka Dailey, Trustee

daileym@wellingtoncolorado.gov
Term expires: April 2024

Brian Mason, Trustee

masonb@wellingtoncolorado.gov
Term expires: April 2026

Shirrell Tietz, Trustee

tietzs@wellingtoncolorado.gov
Term expires: April 2026

David Wiegand, Trustee

wiegandd@wellingtoncolorado.gov
Term expires: April 2026

Town Leadership Team & Budget Preparation Team

Town Leadership Team

Patti Garcia - Town Administrator
Kelly Houghteling - Deputy Town Administrator
Bob Gowing - Public Works Director
Meagan Smith - Deputy Public Works Director
Cody Bird - Planning Director
Stephanie Anderson - Human Resources Director
Ethan Muhs - Town Clerk
Billy Cooksey - Parks & Recreation Manager
Ross LaGenese - Library Director

Budget Prepared By

Don Rhoads - Town Treasurer
Janice Foster - Budget & Accounting Analyst
Kelly Houghteling - Deputy Town Administrator
Hallie Sheldon - Senior Management Analyst
Mahalia Henschel - Communications Manager

Mission and Vision

Mission Statement

We provide outstanding municipal services for our community of today and tomorrow.

Vision Statement

Wellington strives to be one of the best small towns in America to live and work, recognized as a great place to raise a family, own a unique business, and create memorable experiences through community.

What is a Strategic Plan and how does the process work?

Strategic planning is the process by which a Town determines what it intends to achieve in the future and how it will get there. This process involves developing a vision for the Town's future and determining the necessary goals, priorities, and action steps to achieve that vision.

Strategic Plan

A strategic plan serves as the community's roadmap and it is used to prioritize initiatives, goals, projects, resources, and department operations. The strategic plan is a big-picture document directing efforts and resources toward a clearly defined vision. Town staff will be responsible for prioritizing and planning specific projects and operations based on the overall goals and themes specified by the Strategic Plan.

Prior to the Board of Trustees gathering to create a Strategic, Town Staff hold a community engagement session to get feedback on community goals.

Every two years, the Board of Trustees meets to discuss the Strategic Plan and update the goals for the next two-year period. The goals are given to Department Heads for feedback to determine how the goals will be achieved and given an estimated completion date.



Throughout the budget process, Board of Trustees and staff have used the Strategic Plan to ensure adequate resources are available to implement each task. The full strategic plan, including progress may be found on the following pages, with subsequent quarterly updates found at www.wellingtoncolorado.gov/480/Strategic-Plan



FISCAL RESPONSIBILITY

- Ensure financial viability of town infrastructure and services by retaining and attracting business.
- Maintain financial transparency and increase operational efficiency.
- Pursue funding sources for the positive direction of the community.
- Identify self-sustaining strategies to prioritize affordability for residents and implement a utility rate structure to align with community pricing objectives.



INFRASTRUCTURE

- Complete the Water Treatment Plant and Water Reclamation Facility expansion projects under budget and on time.
- Review and develop partnerships and enhance focus on transportation solutions, such as street, bridge, facilities, sidewalk, and accessibility improvements.
- Analyze and pursue stormwater solutions.
- Ensure adequate current and future water resources and inform users about wise ways to save treated drinking water.
- Prioritize organizational strength to retain, attract, and support Town staff.



PLANNING AND DEVELOPMENT

- Identify and promote development of community gathering spaces.
- Complete Downtown Master Plan and Parks Master Plan.
- Consider options for open space and buffer from surrounding communities.
- Promote small town feel through responsible growth and sound financial practices.



COMMUNICATION

- Assess opportunities and partners for emergency preparedness.
- Promote inclusive language and improve access to local government.
- Increase engagement and communications with local businesses, the senior community, and other partners in our town.

Strategic Goals and Objectives Tracking

Strategic planning in the Town of Wellington involves the Board of Trustees mapping out the Town's future goals and the roadmap to reach them. The Town hosted a public open house to receive direction from the community before the Board of Trustees crafted the Strategic Plan. This process informs departmental goals and objectives, which the public can [view through the online dashboard](#).

Town of Wellington Strategic Plan Progress									
Fiscal Responsibility Project Status Summary					Infrastructure Project Status Summary				
Completed 3		In Progress 18		Delayed 2	Completed 5		In Progress 13		Delayed 1
Primary	Project/Operation	Project Update Detail		Status	Primary	Project/Operation	Project Update Detail		Status
Fiscal Responsibility					Infrastructure				
Apply for \$100K in grant funding	Secure grant funding	Applied for COSORG grant. Grant was not awarded.		Completed	Review and develop partnerships and enhance focus on facilities and accessibility & identify and promote development of community gathering spaces	Construct Armed Forces Memorial at WCP - Parks, Public Works, and Rec/PROST	Construction Planning and Searching for Funding. Volunteer rendering of site plan is almost complete. PROST will have plans at next meeting to discuss moving forward.		In Progress
Implement utility rate structure to align with community pricing objectives	Implement utility rate structure to align with community pricing objectives	A full audit of revenue YTD will be done in August. Board is scheduled to discuss utility rates this fall.		In Progress	Inform users about wise ways to save treated drinking water	Grant funded demonstration garden	Native species plants have been planted and sprinkler lines connected. Project expected to be complete by October 2023.		In Progress
Successfully execute \$5.6M in current grant funding	Grant execution	Continued efforts on grant funding projects and project reporting.		In Progress	Transportation solutions	CDOT intersection improvements at SH1 and CR9/CR62E	Coordination with CDOT and other stakeholders for design of intersection improvements		In Progress
Maintain financial transparency and increase operational efficiency.	Onboarded new staff	Hired Baker Tilly to assist with financial operations. Continue to training new staff member in finance.		In Progress	Transportation solutions	Transportation Master Plan and Road Impact Fee Study	Discuss deferring 2023 funding to 2024 and increasing appropriation to \$100,000		Delayed
Collect marijuana tax	Marijuana Tax Discussion	Marijuana Tax Discussion has been completed with the Finance Committee and a board recommendation has been made.		In Progress	Complete water treatment plant on time and under budget	Water Treatment Facility Expansion	Project is on track to meet benchmark goal		In Progress
Create balanced budget in 2024	2024 Budget	Depts have submitted operations and Capital Budgets due the last week of August. Revenue projections are underway.		In Progress	Complete water treatment plant on	Property purchase from NPIC for Water	Town of Wellington closed on purchase of		Completed

Community Survey

The Town of Wellington partnered with the National Research Center at Polco to conduct a Community Survey. This effort aims to establish a performance baseline and highlight areas of opportunity for overall community improvement.

The statistically valid survey gathered opinions from residents on ten key aspects, including economy, mobility, safety, and inclusivity. The survey response rate for the 2023 survey was 18%. Results are weighted from a representative sample of 502 residents so that the demographic profile of respondents reflects the demographic profile of adults in Wellington. The report highlights comparisons to benchmarks from over 500+ communities, indicating Wellington's performance as "higher," "lower," or "similar" to the average. The survey spanned from April 12 to May 24, 2023.

Polco noted the pandemic's influence may affect the comparisons to past years' data. The Community Survey is a tool used to help the Town monitor trends in resident opinions, measure government performance, inform budget and strategic planning decision, and is a benchmark to other communities.



Key Findings

1

Wellington Residents generally feel safe and experience a high quality of life.

2

The economy and general affordability are priorities for residents

3

Residents value Wellington's natural environment and parks system but support additional investment in recreational opportunities.

Balancing Performance and Importance

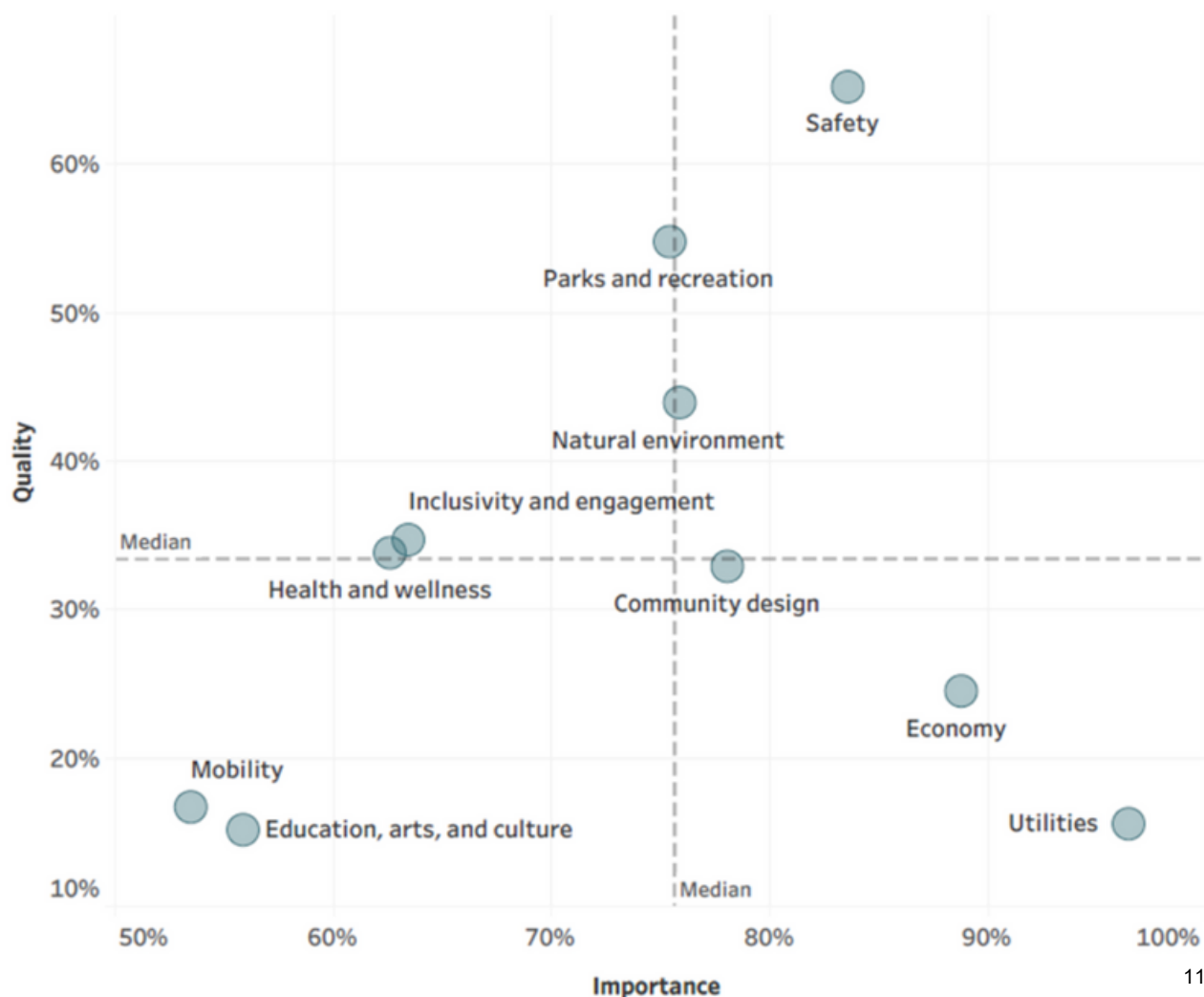
The quadrants in the figure below show which community facets were given higher or lower importance ratings (right-left) and which had higher or lower quality ratings (up-down).

Facets of livability falling closer to a diagonal line from the lower left to the upper right are those where performance ratings are more commensurate with resident priorities.

Facets scoring closest to the lower right hand corner of the matrix (higher in importance and lower in quality) are those that may warrant further investigation to see if changes to their delivery are necessary to improve their performance.

This is the key part of this chart on which to focus. Facets falling in the top left hand corner of the chart (lower in importance but higher in quality) are areas where performance may outscore resident priorities, and may be a consideration for lower resource allocation.

Community Survey Matrix



Wellington at a Glance

Wellington is a charming town nestled in the northern part of Colorado, with a rich historical background that spans over a century. From its early days as a small agricultural community to its growth as a thriving town, Wellington has experienced significant milestones and transformations that have shaped its identity.

Acknowledging this land is the traditional and ancestral homelands of the Arapaho, Cheyenne, and Ute Nations and peoples. Wellington was also a site of trade, gathering, and healing for numerous other Native tribes.

The tale of Wellington as a town finds its roots in the 1870s after settlers arrived in the area attracted to the vast open prairies and fertile lands of northern Colorado. They established small homesteads and began farming the land, cultivating crops such as wheat, corn, and sugar beets. The agricultural industry quickly flourished, laying the foundation for Wellington's early prosperity.

The advent of the Colorado Central Railroad in 1877 played a crucial role in the development of Wellington. The railroad brought increased connectivity and facilitated the transportation of goods, transforming the local economy. As a result, the settlement expanded, and in 1905, the Town of Wellington was formally incorporated and named after C.L. Wellington, an employee of the Colorado and Southern Railroad.

Throughout the early 20th century, Wellington experienced steady growth. The town's economy diversified with the establishment of various industries and services. The sugar beet industry played a significant role as Wellington became home to sugar beet farming.

Other businesses, including general stores, blacksmith shops, and schools, emerged to support the growing community.

Like many towns, Wellington faced challenges over the years. The Great Depression of the 1930s brought economic hardships, but the town remained resilient.

The community banded together, supporting one another through difficult times. After World War II, Wellington experienced renewed growth and prosperity as returning soldiers sought opportunities and a peaceful life in the town.

In the latter half of the 20th century, Wellington embraced modernization while preserving its small-town charm. Improved transportation infrastructure, including the constructing Interstate 25, further enhanced the town's connectivity with neighboring cities and fueled economic growth. Wellington continued to evolve with the addition of new residential neighborhoods, schools, parks, and community facilities.

As of 2020, approximately 11,000 residents call Wellington home. The town retains its agricultural heritage, with many residents still engaged in farming activities. Wellington offers a range of amenities, including shopping, recreational areas, and cultural events, making it an attractive place to live and visit.

Wellington's history is a testament to the resilience and spirit of the community. From humble agricultural beginnings to a vibrant town, it has transformed while preserving its unique character.



Budget Procedure

The budget procedure begins with the finance department distributing budget packets to the Department Directors. The budget packets include instructions for the upcoming budget, personnel schedules, previous 3 years actual expenditures, and current year's operating expenditures for the year elapsed to date. The Department Directors, with guidance from finance, prepare and submit their operating and capital requests.

In September, the preliminary budget for the fiscal year commencing the following January 1st is submitted by the Town Administrator to the Town Board. The preliminary budget must be balanced: the means of financing expenditures must be equal to or greater than expenditures. Surplus fund and fund balance are considered a financing source.

During October and November, the Town holds public budget meetings with the Board of Trustees and the Finance Committee to discuss budget recommendations. A public hearing is held to allow for input from the residents. Prior to December 15, Finance staff finalizes a balanced budget pursuant to Board direction. The budget is adopted, funding is appropriated, and the mill levies are certified.

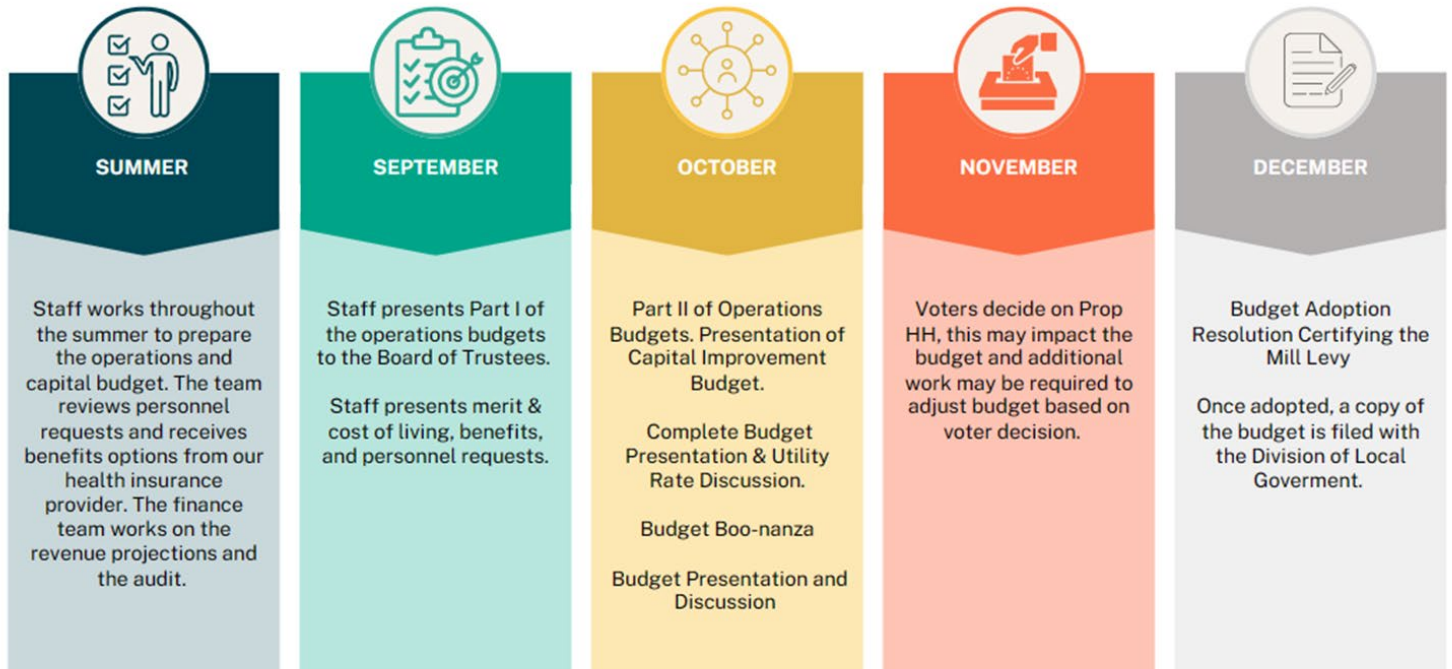
Finance staff prepares the published budget document. The budget document comprehensively covers the financial plan for the year and serves as an operations guide and communications tool. The budget document provides fiscal information for the past two years, as well as a description of each department. It contains summaries and detailed fund budgets including a schedule of the approved staffing levels and the capital expenditure plan. The five-year capital expenditure budget and plan is presented with the amounts for the 2024 budget legally appropriated funds. The years 2025-2028 are presented as a plan and represent no legal spending authority of any Town office or department.

Once the budget is adopted, a copy of the budget must be filed with the Division of Local Government by January 31.

It can be anticipated that budget amendments may occur in the year ahead. A budget amendment which will increase a fund's adopted budget, such as to expend unanticipated revenues or to transfer appropriated monies to another fund, requires Board approval at a duly noticed public meeting.

2024 BUDGET

TIMELINE



Budget BOO-nanza

Creative Community Engagement

The Budget BOO-nanza is an engaging event hosted by the Town of Wellington aimed at demystify the budget process and gathering feedback on the proposed 2024 budget.

Despite perceptions of budget talks being dull, the event attracted 90 enthusiastic attendees, offering an informal, come-and-go environment that suited families and individuals alike.



This event cleverly blends fun and serious discussions by offering free pumpkins and encouraging interactions with Trustees and Department Directors. Attendees eagerly asked questions, gaining insights into how budget decisions impact infrastructure such as parks, road repairs, and more. The setup included stations focusing on different budget components, allowing participants to delve into areas of personal interest, facilitating in-depth discussions and opportunities to answer questions.

Feedback garnered during the event promises to shape Wellington's future plans and budget execution. By promoting community involvement and open dialogue, the Budget BOO-nanza empowers residents, demonstrating the significance of resident engagement in local governance. It transforms the perception of budget discussions, illustrating how understanding and participating in budgeting profoundly impacts the community.



Basis of Budgeting

Basis of Presentation – Fund Accounting

The activities of the Town are organized into separate funds including the General Fund and other funds that are designated for a specific purpose. Each fund is considered a separate accounting entity with a set of self-balancing accounts that comprise its revenues, expenses, assets, liabilities, and fund equity as appropriate.

The number and variety of funds used by the Town promotes transparency and accountability but can also make municipal budgeting and finance complex. Therefore, understanding the fund structure is an important part of understanding the Town's finances. The following is a description of the fund types that contain the Town's various funds.

Fund Structure

The Town of Wellington has (8) eight funds, each serving a unique purpose as described below.

General Fund

Purpose of Fund

The General Fund is the main operating fund for the town. It accounts for sources and uses of resources that (primarily) are discretionary to the Board of Trustees in the provision of activities, programs, and services deemed necessary and desirable by the community. It accounts for all general revenues of the town not specifically levied or collected for other town funds, and the related expenditures. The major revenue sources for this fund are sales taxes, property taxes, use tax, investment earnings, building inspection, and franchise fees.

Services Provided

The General Fund provides the following direct services to the community:

- | | |
|--------------------------|-----------------------------------|
| • Board of Trustees | • Building & Planning |
| • Municipal Court | • Public Work Administration |
| • Administration | • Larimer County Sheriff's Office |
| • Finance | • Cemetery |
| • Town Clerk | • Administrative Facilities |
| • Human Resources | • Library |
| • Information Technology | • Economic Development |

Enterprise Funds

Purpose of Funds

The Town operates (3) three Enterprise funds for operations that are self-supporting and financed and operated in a manner similar to private business. This requires that the expense of providing goods and services to the general public on a continuing basis be financed and recovered primarily through user charges.

Services Provided

The Enterprise Funds provides the following direct services to the community:

- Water
- Sewer
- Storm Drainage

Special Revenue Funds

Purpose of Funds

Special Revenue funds account for activities supported primarily by taxes or other revenues that are required to be spent on specific programs. These funds sometimes also collect fees related to their programs that are included in the revenues of the fund but are not the primary funding source.

Services Provided

The Special Revenue Funds provides the following direct services to the community:

- Streets
- Parks
- Conservation Trust
- Library Trust

Basis of Budgeting

Basis of budgeting refers to the methodology used to include revenues and expenditures in the budget. The Town of Wellington primarily budgets on a cash basis. Using this assumption, the current year revenues are compared to expenditures to ensure that each fund has sufficient revenues to cover expenditures during the budget year, or that there are sufficient cash reserves in the fund to cover any anticipated revenue shortfall.

Basis of Accounting

Basis of accounting refers to the point at which revenues or expenditures are recognized in the accounts and reported in the financial statements. The government-wide and enterprise fund financial statements are reported using the economic resource measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of when the cash is received.

Governmental fund financial statements are reported using current financial resources measurement focus and the modified accrual basis of accounting. Under modified accrual basis of accounting, revenues are recognized as soon as they become both measurable and available, and expenditures are recorded in the periods that the expenditure occurs and becomes a liability.

Basis of Budgeting vs. Basis of Accounting

The basis of budgeting differs from the basis of accounting only by the assumptions that are made in regard to the timing of the recognition of revenues and expenditures. The budget assumes that all revenues and expenditures, as well as the associated cash, will be expended or received during the budget period. Conversely, the basis of accounting only recognizes revenues when they become both measurable and available, and expenditures incurred. Cash is not necessarily received or expended at the same time.

Financial Policies

Town Code Sec. 4-3-10. - Annual budget.

Not later than the first regular meeting of the Board of Trustees in October of each year, the Budget Committee or other duly authorized person designated by the Board of Trustees shall submit to the Board the itemized annual budget for the ensuing fiscal year. The budget as approved by the Board of Trustees shall be adopted and administered in accordance with the provisions of Section 29-1-103 et seq., C.R.S. (Prior code 3.01.02; Ord. 11-2007 §1)

Adopted Fund Balance Policy: December 13, 2022

Purpose

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

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

Minimum Level of Unassigned Fund Balance

Unassigned fund balance will be maintained at a level sufficient to provide for the required resources to meet operating cost needs, to allow for unforeseen needs of an emergency nature, and to permit orderly adjustment to changes resulting from fluctuations of revenue sources.

General Fund and Special Revenue Funds (Streets, Parks, and Conservation Trust funds)
The Town of Wellington, at a minimum, will maintain unrestricted budgetary fund balance of no less than four month (33%) of regular operating expenditures or 110% of debt service whichever is greater.

Enterprise Funds (Water, Wastewater, and Stormwater) The Town of Wellington, at a minimum, will maintain unrestricted budgetary fund balance of no less than 90 days of regular operating expenditures. In addition, all enterprise funds will build up a capital reserve equal to 1-years' depreciation expense by the end of 2027.

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

Adopted Fund Balance Policy Continued

Replenishment Strategy If the unassigned fund balance at fiscal year-end falls below the goal, the Town shall develop a replenishment strategy to achieve and maintain the minimum fund balance within one to three years. Specifically, factors influencing the replenishment time horizon include: the budgetary reasons behind the fund balance targets; recovering from an extreme event; political continuity; financial planning time horizons; long-term forecasts and economic conditions; and external financing expectations. Page 66 of 109 Revenue sources that would typically be looked to for replenishment of fund balance include nonrecurring revenues, budget surplus, excess resources in other funds (if legally permissible and there is a defensible rationale).

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

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

1. Non-spendable Fund Balance represents resources that are physically or legally in a non-spendable form such as inventory,
2. Restricted Fund Balance represents resources limited by state law or the provider such as grants or resources reported as "Stabilization by State Statute",
3. Committed Fund Balance represents resources previously committed by the Trustees for a particular purpose such as a project partially funded by grants,
4. Assigned Fund Balance represents resources assigned less formally for a particular purpose such as insurance reserves or subsequent year spending, and
5. Unassigned Fund Balance represents all remaining resources. Annual Review and Determination of Fund Balance Reserve Amounts Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process and amounts of the minimum level of unassigned fund balance shall be determined during this process.

Supersedes: Resolution 45-2020, Adopted December 8th, 2020

Staffing by Department

Department	2022	2023	2024
Administration	5.00	5.00	5.00
Finance	5.00	5.00	4.00
Human Resources	1.50	1.50	2.00
IT	1.00	1.00	1.00
Library	5.00	5.00	5.75
Parks & Recreation	7.00	7.00	8.00
Planning	6.00	6.00	7.00
Public Works	16.50	16.50	18.00
Sewer	5.00	5.00	5.00
Town Clerk	2.00	2.00	2.00
Water	6.00	6.00	6.00
TOTAL	60	60	63.75

Staffing History: Navigating Wellington's Growth and Organizational Development

Recognizing the history of an organization is crucial in understanding its evolution and growth. Wellington, like numerous communities in Colorado, has undergone remarkable growth over the past two decades. According to data from the U.S. Census Bureau, the town's population surged from 2,672 in 2000 to 11,047 in 2020, representing a staggering 313% increase within a span of 20 years.

This population growth has created an evolution of various departments within the town. Notably, several key departments were only recently established. For instance, in November 2017, the organization marked a significant milestone by appointing its first Town Planner, marking a transition from a prior absence of a dedicated professional in this role. The outsourcing of engineering services to an external firm persisted until May 2018, when the Town achieved another milestone of hiring its first Public Works Director/Town Engineer.

In the Spring of 2020, the Town Board separated the Town Administration/Town Clerk joint positions and created a professional Town Clerk position. In September 2020, recognizing the growing need of transparent communication, the town brought on board its first in-house Communications position. Further strides were made in May 2021, when the Town took an important step by consolidating the Parks & Recreation Department and appointing its first Parks & Recreation Manager. In 2021, we expanded support for Public Works by hiring a Deputy Public Works Director to oversee water and wastewater utilities and prioritize source water diversification. The year 2021 also witnessed the recruitment of the first Human Resources professional, while the position of Human Resources Director was solidified in 2023.

This historical awareness forms the foundation for supporting and guiding the community toward a future aligned with its evolving needs and aspirations.

Historic Staffing by Position

Staffing by Position	2022	2023	2024	Notes
Town Administrator	1	1	1	
Deputy Town Administrator	1	1	1	
Community and Business Liaison	1	1	1	
Communications Manager	1	1	1	
Sr. Management Analyst	1	1	1	
Court Clerk/Admin Assistant II	1	1	1	
Town Clerk	1	1	1	
Finance Admin Assistant	1	1	0	Position vacant & recommended to divide into 0.5 to PW & 0.5 to HR.
Accounts Payable/Purchasing Clerk	1	1	1	
Utility Services Coordinator	1	1	1	
Budget & Accounting Analyst	1	1	1	In 2022, this position was an Assistant Finance Director.
Finance Director/ Town Treasurer	1	1	1	
HR Technician	0.5	0.5	1	Proposal to add 0.5 FTE in 2024 from absorbed position in finance.
Fleet & Safety Coordinator	0.5	0.5	1	Proposal to add 0.5 FTE in 2024 from absorbed position in finance.
Human Resources Director	1	1	1	
IT Technician	1	1	1	
Library Clerk I	2.25	2.25	3	
Library Technology Specialist	1	1	1	
Library Program Manager	0.75	0.75	0.75	
Library Director	1	1	1	
Parks Maintenance Tech I-III	3	3	3	
Assistant Recreation Coordinator	2	2	2	
Recreation Coordinator	1	1	1	
Parks & Recreation Manager	1	1	1	
Parks & Rec Ops Supervisor	0	0	1	
Building Permit Technician	1	1	1	
Neighborhood Services Officer	1	1	1	

Planning Analyst	1	1	1	
Planner I-III	1	1	2	
Building Official	1	1	1	
Planning Director	1	1	1	
Street Maintenance Operator I-III	5	5	5	
Fleet Mechanic	1	1	1	
PW Program Administrator	1	1	1	
Streets Superintendent	1	1	1	
Civil Engineer I-III	3	3	4	
Deputy Director Public Works	1	1	1	
Public Works Director	1	1	1	
D/C Operations Supervisor	1	1	1	
D/C Operator I-III	2	2	2	
WTP Superintendent	1	1	1	
WTP Lead	1	1	1	
WTP Operator I-III	4	4	4	
WRF Superintendent	1	1	1	
WRF Lead	1	1	1	
WRF Operator I-III	3	3	3	
<u>TOTAL</u>	60	60	63.75	



FUND BALANCE



All Funds

	General Fund	Street Fund	Water Fund	Sewer Fund	Storm Fund	Park Fund	Trust Funds	Total
Beg Fund Balance	\$8,246,194	\$5,221,387	\$19,267,192	\$5,125,192	\$1,418,964	\$2,291,399	\$1,562,343	\$43,132,671
Operations								
Revenue	6,676,488	2,292,350	6,914,172	3,525,474	761,022	1,517,950	122,500	21,809,956
Transfers In	1,689,603	0	691,000	358,000	0	0	0	2,738,603
	<u>8,366,091</u>	<u>2,292,350</u>	<u>7,605,172</u>	<u>3,883,474</u>	<u>761,022</u>	<u>1,517,950</u>	<u>122,500</u>	<u>24,548,559</u>
Expenditures	7,935,405	970,322	4,997,701	1,381,658	484,053	1,395,375	0	17,164,514
Debt Service	0	0	1,464,694	2,468,119	0	252,000	0	4,184,813
Transfers Out - Other	1,049,000	355,982	461,429	462,992	179,861	229,338	0	2,738,602
	<u>8,984,405</u>	<u>1,326,304</u>	<u>6,923,824</u>	<u>4,312,769</u>	<u>663,914</u>	<u>1,876,713</u>	<u>0</u>	<u>24,087,929</u>
Net Operations	<u>-618,314</u>	<u>966,046</u>	<u>681,348</u>	<u>-429,295</u>	<u>97,108</u>	<u>-358,763</u>	<u>122,500</u>	<u>460,630</u>
Capital								
Loan Proceeds	0	0	2,598,641	17,365,003	0	0	0	19,963,644
Capital Grants	0	850,000	0	60,000	646,000	0	0	1,556,000
Capital Projects	250,000	2,328,595	19,154,459	21,730,457	874,082	175,000	0	44,512,593
Net Capital	<u>-250,000</u>	<u>-1,478,595</u>	<u>-16,555,818</u>	<u>-4,305,454</u>	<u>-228,082</u>	<u>-175,000</u>	<u>0</u>	<u>-22,992,949</u>
Rev over Exp & Trans	<u>-868,314</u>	<u>-512,549</u>	<u>-15,874,470</u>	<u>-4,734,749</u>	<u>-130,974</u>	<u>-533,763</u>	<u>122,500</u>	<u>-22,532,319</u>
End Fund Balance	<u>\$7,377,880</u>	<u>\$4,708,838</u>	<u>\$3,392,722</u>	<u>\$390,443</u>	<u>\$1,287,990</u>	<u>\$1,757,636</u>	<u>\$1,684,843</u>	<u>\$20,600,352</u>

General Fund

	2022 Actual	2023 Estimated	2024 Proposed
Beg Fund Balance	\$7,465,227	\$8,214,756	\$8,246,194
Revenue	6,356,924	6,089,310	6,676,488
Transfers In - Admin Overhead	3,100,732	0	1,689,603
	9,457,656	6,089,310	8,366,091
Expenditures	7,046,957	5,172,872	7,935,405
Transfers Out to Capital Projects	618,170	0	250,000
Transfers Out to Water Fund	653,000	573,000	691,000
Transfers Out to Sewer Fund	390,000	312,000	358,000
	8,708,127	6,057,872	9,234,405
Rev over Exp and Transfers	749,529	31,438	-868,314
End Fund Balance	\$8,214,756	\$8,246,194	\$7,377,880

Street Fund			
	2022 Actual	2023 Estimated	2024 Proposed
Beg Fund Balance	\$3,690,406	\$4,448,140	\$5,221,387
Revenue	2,249,356	2,290,050	3,142,350
Expenditures	535,050	1,010,603	970,322
Transfers Out to General Fund	631,107	0	355,982
Transfers Out to Capital Projects	325,465	506,200	2,328,595
	1,491,622	1,516,803	3,654,899
Rev over Exp and Transfers	757,734	773,247	-512,549
End Fund Balance	\$4,448,140	\$5,221,387	\$4,708,838

Water Fund

	2022 Actual	2023 Estimated	2024 Proposed
Beg Fund Balance	\$19,018,658	\$16,820,333	\$19,267,192
Revenue	7,794,455	5,734,326	6,914,172
Transfers In from General Fund	653,000	573,000	691,000
Loan Proceeds	4,943,974	17,257,385	2,598,641
	13,391,429	23,564,711	10,203,813
Expenditures	4,628,160	3,694,867	4,997,701
Debt Service	1,585,372	1,490,399	1,464,694
Transfers Out to Capital Projects	8,401,796	15,932,586	19,154,459
Transfers Out to General Fund	974,426	0	461,429
	15,589,754	21,117,852	26,078,283
Rev over Exp and Transfers	-2,198,325	2,446,859	-15,874,470
End Fund Balance	\$16,820,333	\$19,267,192	\$3,392,722

Sewer Fund

	2022 Actual	2023 Estimated	2024 Proposed
Beg Fund Balance	\$7,277,213	\$721,809	\$5,125,192
Revenue	2,964,613	3,123,302	3,585,474
Transfers in from General Fund	390,000	312,000	358,000
Loan Proceeds	9,343,069	21,791,929	17,365,003
	12,697,682	25,227,231	21,308,477
Expenditures	1,195,618	1,632,657	1,381,658
Expenditure - Debt Principal	3,498,296	1,940,781	2,468,119
Transfers Out to General Fund	842,378	0	462,992
Transfers Out to Capital Projects	13,716,794	17,250,410	21,730,457
	19,253,086	20,823,848	26,043,226
Rev over Exp and Transfers	-6,555,404	4,403,383	-4,734,749
End Fund Balance	\$721,809	\$5,125,192	\$390,443

Storm Fund

	2022 Actual	2023 Estimated	2024 Proposed
Beg Fund Balance	\$986,430	\$1,311,277	\$1,418,964
Revenue	799,801	886,822	1,407,022
Transfers In	0	0	0
	799,801	886,822	1,407,022
Expenditures	99,135	626,835	484,053
Transfers Out to General Fund	242,833	0	179,861
Transfers Out to Capital Projects	132,986	152,300	874,082
	474,954	779,135	1,537,996
Rev over Exp and Transfers	324,847	107,687	-130,974
End Fund Balance	\$1,311,277	\$1,418,964	\$1,287,990

Park Fund

	2022	2023	2024
	Actual	Estimated	Proposed
Beg Fund Balance	\$2,327,267	\$2,304,448	\$2,291,399
Revenue	1,801,491	1,699,361	1,517,950
Transfers In	0	0	0
	1,801,491	1,699,361	1,517,950
Expenditures	1,099,915	1,393,731	1,395,375
Debt Service	269,460	268,679	252,000
Transfers Out to General Fund	409,988	0	229,338
Transfers Out to Capital Projects	44,948	50,000	175,000
	1,824,311	1,712,410	2,051,713
Rev over Exp and Transfers	-22,820	-13,049	-533,763
End Fund Balance	\$2,304,447	\$2,291,399	\$1,757,636



REVENUES



General Fund

The General Fund accounts for all transactions of the Town of Wellington not accounted for in other funds and is the Town's primary operating fund. This fund represents an accounting of the Town's ordinary operations financed from taxes and other general revenues.

		2022 Actual	2023 Budget	2023 Projected	2024 Budget	Change
201-01-3110	Property Tax	\$1,648,885	\$1,681,506	\$1,881,000	\$2,086,000	11%
201-01-3130	Sales Tax	2,569,022	2,467,524	2,672,000	2,774,000	4%
201-01-3135	Severance Tax	90,019	75,000	106,000	108,000	2%
201-01-3140	Use Tax - Building Materials	423,267	347,160	293,400	461,152	57%
201-01-3195	Interest - Delinquent Taxes	3,920	0	0	0	0%
201-03-3160	Franchise Fee - Electricity	192,998	170,000	170,000	193,000	14%
201-03-3170	Franchise Fee - Natural Gas	16,409	17,000	17,000	17,000	0%
201-03-3180	Franchise Fee - Telephone	25,543	22,470	50	0	-100%
201-03-3190	Franchise Fee - Cable Television	12	50	22,470	25,000	11%
201-02-3462	Bldg. Inspection Fees	447,677	480,600	355,000	326,924	-8%
201-04-3220	Business License	15,360	18,700	18,700	19,000	2%
201-04-3210	Liquor License	854	0	0	0	0%
201-01-3320	Cigarette Tax	5,115	7,000	7,000	7,000	0%
201-02-3155	Town Plan Review Fees	52,103	21,000	21,000	55,356	164%
201-02-3430	County Tax Vendor Fee	5,653	6,500	4,500	3,933	-13%
201-02-3435	Fire Dept. Vendor Fee	3,606	2,500	3,690	2,358	-36%
201-02-3450	Bldg. Admin Fee	43,138	53,000	30,000	43,265	44%
201-05-3420	Land Use Fees	7,300	33,000	70,000	81,500	16%
201-05-3460	General Charges for Services	286	0	0	0	0%
201-05-3510	Community Center User Fees	3,498	2,000	2,000	3,000	50%
201-05-3520	Weed/Refuse Removal	1,995	0	0	0	0%
201-06-3555	LCSO Administrative Fees	1,960	1,500	1,500	1,500	0%
201-07-3470	Cemetery - Grave Openings	3,500	0	0	0	0%
201-07-3480	Cemetery - Perpetual Care	150	0	0	0	0%
201-07-3490	Cemetery - Sale of Lots	8,100	9,500	9,500	9,500	0%
201-06-3550	Count Fines & Costs	17,581	10,000	20,000	20,000	0%
201-08-3355	Investment Earnings - Library	9,123	7,500	22,000	22,000	0%
201-08-3610	Investment Earnings - General	146,781	22,000	356,000	356,000	0%
201-08-3373	Library Contrib/Fines/Misc	3,346	1,500	1,500	3,500	133%
201-08-3350	Grants	12,803	0	0	52,500	0%
201-08-3353	Grant - DOLA Main St Open Biz	569,627	0	0	0	0%
201-08-3354	Grants - Library	11,559	0	0	0	0%
201-08-3506	Main Street DOLA Mini Grant	10,000	0	0	0	0%
201-08-3918	Senior Van - Senior Contribution	1,136	0	0	0	0%
201-08-3690	Miscellaneous Revenue	4,496	30,000	5,000	5,000	0%
201-08-3910	Sale of Assets	104	0	0	0	0%
201-09-3694+	Trans in from Other Funds	3,100,732	0	0	1,689,603	0%
Total Revenues		\$9,457,656	\$5,487,010	\$6,089,310	\$8,366,091	37%

Street Fund

Special Revenue Funds are established for the purpose of accounting for monies received by the Town of Wellington that are restricted in nature and can only be utilized for a specific purpose.

The Street Fund was established to account for resources used for the acquisition, construction, and maintenance of assets and capital facilities that are associated with streets in the Town of Wellington.

		2022 Actual	2023 Budget	2023 Projected	2024 Budget	Change
203-01-3130	Sales Tax	\$644,980	\$678,569	\$734,800	\$762,850	4%
203-01-3312	Motor Vehicle Spec Ownership	103,916	90,000	0	0	0%
203-01-3313	Motor Vehicle Registration Tax	33,767	27,810	0	0	0%
203-01-3315	Motor Vehicle Use Tax	962,123	848,720	962,000	990,900	3%
203-01-3335	Highway Users Tax	281,611	305,632	388,000	399,600	3%
203-01-3337	Road & Bridge Tax	30,870	49,000	0	0	0%
203-04-3376	BP Road Impact Fee	132,260	0	151,000	85,000	-44%
203-04-3343	Street Cut Permits	1,300	250	250	0	0%
203-04-3350	Developer Road Fee Escrow	10,200	0	0	0	0%
203-08-3350	Grants	0	0	0	850,000	0%
203-08-3610	Investment Earnings	37,696	1,000	53,000	53,000	0%
203-08-3910	Sale of Assets	10,633	1,000	1,000	1,000	0%
Total Revenues		\$2,249,356	\$2,001,981	\$2,290,050	\$3,142,350	37%

Parks Fund

Special Revenue Funds are established for the purpose of accounting for monies received by the Town of Wellington that are restricted in nature and can only be utilized for a specific purpose.

The Parks Fund was established to account for resources used for the acquisition, construction, and maintenance of assets and capital facilities that are associated with the parks in the Town of Wellington.

		2022 Actual	2023 Budget	2023 Projected	2024 Budget	Change
210-01-3130	Sales Tax	\$621,456	\$555,193	\$601,200	\$624,150	4%
210-01-3140	Use Tax Building Materials	282,178	231,440	195,600	0	0%
210-01-3315	Motor Vehicle Use Tax	193,190	212,180	212,180	218,500	3%
210-01-3700	Open Space Sales Tax	371,922	381,600	410,000	422,300	3%
210-02-3381	Trail Impact Fee	30,600	0	30,600	22,500	-26%
210-02-3620	BP Park Impact Fee	68,000	0	68,000	50,000	-26%
210-05-3174	Field Rentals	1,600	0	0	0	0%
210-05-3175	Recreation Fees	174,580	32,000	63,800	63,800	0%
210-05-3177	Batting Cages Fees/Sales	1,281	0	1,281	0	-100%
210-08-3610	Investment Earnings	52,472	20,000	116,700	116,700	0%
210-08-3180	Recreation Donation	474	0	0	0	0%
210-08-3690	Miscellaneous Revenue	33	0	0	0	0%
210-08-3910	Sale of Assets	3,705	0	0	0	0%
Total Revenues		\$1,801,491	\$1,432,413	\$1,699,361	\$1,517,950	-11%

Water Fund

The Water Fund is one of the Town's three Enterprise Funds. An Enterprise Fund is operated in a manner similar to private business, where costs are predominantly supported by user charges. The Water Fund was created to account for the charges for water provided to customers and the associated costs.

		2022 Actual	2023 Budget	2023 Projected	2024 Budget	Change
204-03-3441	Water Sales	\$4,920,132	\$5,307,980	\$4,342,475	\$5,350,482	23%
204-03-3442	Shut-Off/Recon./Late/NSF/Trans	4,256	24,786	24,786	25,553	3%
204-03-3443	Hydrant Water Sales	3,181	0	0	0	0%
204-03-3445	Raw Water Leases	12,480	0	0	0	0%
204-03-3447	Bulk Water Sales	25,477	0	25,477	25,477	0%
204-01-3110	Property Taxes	85,593	0	0	0	0%
204-02-3444	BP Raw Water Fee	516,252	0	92,000	310,250	237%
204-02-3446	Tap Fees	654,415	834,960	597,588	550,410	-8%
204-04-3610	Investment Earnings	258,330	41,474	652,000	652,000	0%
204-04-3650	Loan Proceeds	4,943,974	13,350,761	17,257,385	2,598,641	-85%
204-04-3675	Grants/Loans	1,311,669	0	0	0	0%
204-04-3690	Miscellaneous Revenue	285	0	0	0	0%
204-04-3910	Sale of Assets	2,384	0	0	0	0%
204-09-3380	Trans in from General Fund	653,000	0	599,000	691,000	0%
Total Revenues		<u>\$13,391,429</u>	<u>\$19,559,961</u>	<u>\$23,590,711</u>	<u>\$10,203,813</u>	-57%

Sewer Fund

The Sewer Fund is one of the Town's three Enterprise Funds. An Enterprise Fund is operated in a manner similar to private business, where costs are predominantly supported by user charges. The Sewer Fund was created to account for the charges for sewer services provided to customers and the associated costs.

		2022 Actual	2023 Budget	2023 Projected	2024 Budget	Change
205-03-3445	Sewer User Fees	\$2,041,012	\$2,507,634	\$2,191,008	\$2,637,019	20%
205-02-3446	Tap Fees	792,325	779,360	555,294	511,455	-8%
205-04-3610	Investment Earnings	131,216	28,413	377,000	377,000	0%
205-04-3650	Bond/Loan Proceeds	9,343,069	24,386,515	21,791,929	17,365,002	-20%
205-04-3675	Grants/Loans	-	-	-	60,000	0%
205-04-3910	Sale of Assets	60	-	-	-	0%
205-09-3380	Trans in from General Fund	390,000	-	336,000	358,000	0%
Total Revenues		<u>\$12,697,681</u>	<u>\$27,701,922</u>	<u>\$25,251,231</u>	<u>\$21,308,476</u>	-16%

Drainage Fund

The Drainage Fund is one of the Town's three Enterprise Funds. An Enterprise Fund is operated in a manner similar to private business, where costs are predominantly supported by user charges. The Drainage Fund was created to account for the charges for drainage services provided to customers and the associated costs.

		2022 Actual	2023 Budget	2023 Projected	2024 Budget	Change
207-03-3449	TOW Storm Drain Utility fees	\$270,143	\$270,400	\$270,400	\$270,400	0%
207-03-3452	AUTH Storm Drain Utility Fees	408,619	403,322	403,322	403,322	0%
207-01-3312	Motor Vehicle Spec. Ownership	11,546	-	-	-	0%
207-01-3313	Motor Vehicle Registration Tax	3,752	-	-	-	0%
207-01-3337	Road & Bridge Tax	3,430	-	-	-	0%
207-02-3451	TOW Strm Drn BP Impact	34,000	35,000	35,000	20,000	-43%
207-02-3453	AUTH Storm Drn BP Impact	37,400	35,200	35,200	22,000	-38%
207-08-3364	Grant	14,091	60,000	97,600	646,000	562%
207-08-3610	Investment Earnings	16,819	3,500	45,300	45,300	0%
Total Revenues		\$ 799,801	\$ 807,422	\$ 886,822	\$ 1,407,022	59%



OPERATIONS BUDGET

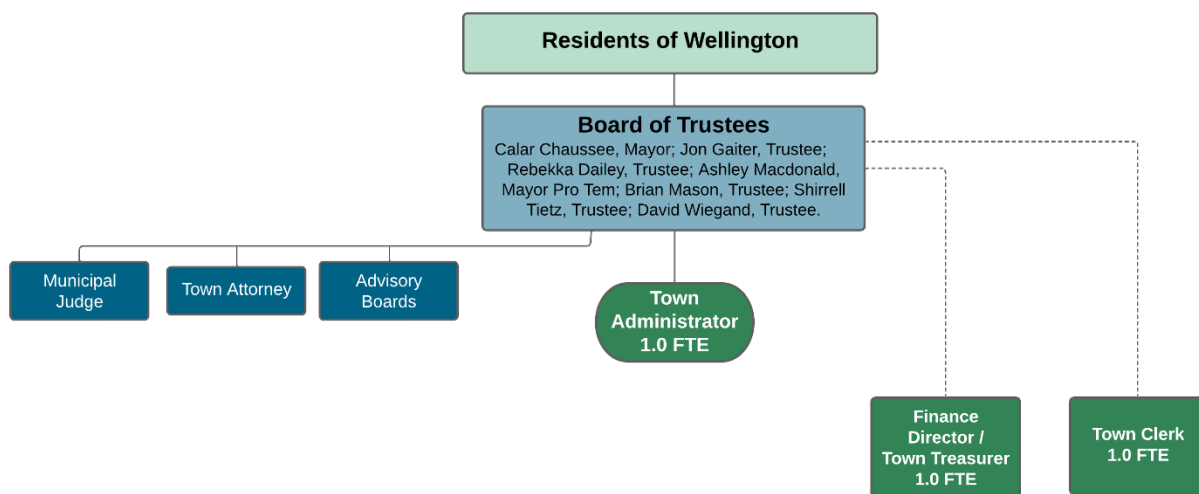


Legislative (Board of Trustees)

The Legislative Budget accounts for the needs of the seven-member Board of Trustees. Wellington is a statutory town, operating under the Council-Administrator form of government.

Legislative Budget Highlights

- Moved Fireworks into Community Events Budget
- Request to increase Community Events due to increase in traffic control and including a band, stage rental, and equipment for 4th of July.
- Office Supplies increase to purchase nametags, nameplates, branded shirts for elected officials.
- Budgeted computers for elected officials (3 terms expiring)



Legislative (Board of Trustees) Expenditures

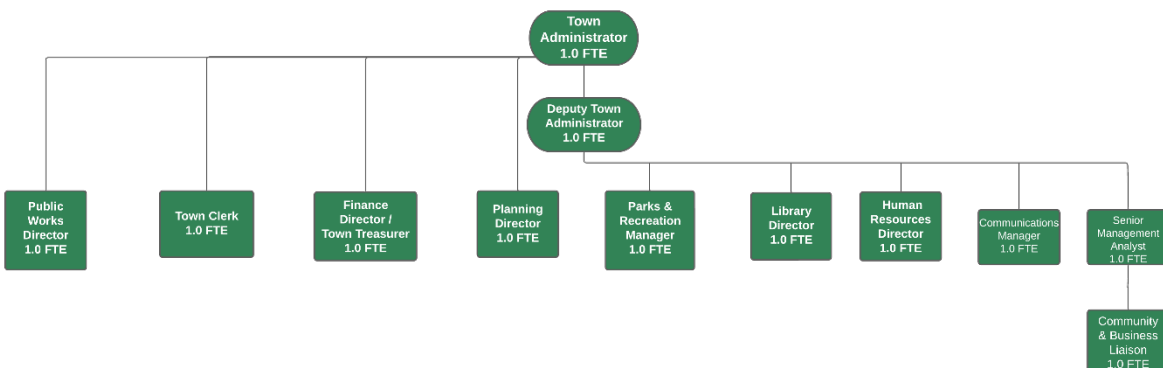
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-11-5102	Benefits	\$817.20	\$859.00	\$859.00	\$910.00
201-11-5107	Elected Official Compensation	10,400.00	10,800.00	10,800.00	10,800.00
201-11-5192	Community Events	31,289.06	40,430.00	40,430.00	98,820.00
201-11-5214	Office Supplies	0.00	0.00	0.00	700.00
201-11-5321	Printing Services	437.64	0.00	0.00	0.00
201-11-5331	Publishing & Legal Notices	593.02	1,700.00	3,547.35	0.00
201-11-5335	Dues & Subscriptions	2,000.00	4,058.00	4,058.00	5,114.00
201-11-5352	Municipal Legal Services	0.00	35,000.00	35,000.00	40,000.00
201-11-5356	Professional Services	0.00	0.00	500.00	0.00
201-11-5363	R&M Computer/Office Equipment	4,832.89	0.00	0.00	4,000.00
201-11-5380	Professional Development	4,588.03	10,000.00	10,000.00	4,550.00
201-11-5414	Election Expenses	436.06	0.00	0.00	0.00
201-11-5950	Board Outreach	107,680.00	51,407.00	51,407.00	0.00
201-11-5951	Board Discretionary Fund	47,987.89	20,000.00	1,200.00	30,000.00
201-11-5952	Hardship Utility Grant	0.00	12,000.00	12,000.00	12,000.00
TOTAL		\$211,061.79	\$186,254.00	\$169,801.35	\$206,894.00

Administration Department

The Town Administrator's Office is responsible for overseeing day-to-day operations, implementing the Strategic Plan, and submits the annual budget to the Board of Trustees.

Administrative Budget Highlights

- Moved Community Outreach Budget into Communications Division.
- Request to Increase Community Relations
 - Strategic Communications Plan
 - Cleveland Ave. Project Outreach
 - Replacement of aging computers (from 2020 Covid funding purchases)
- Request from Senior Center for additional funding



Administration Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-13-5100	Wages & Salaries	\$340,616.84	\$313,810.00	\$313,810.00	\$582,960.79
201-13-5102	Benefits	83,733.15	73,655.00	73,655.00	125,904.17
201-13-5214	Office Supplies	384.04	1,500.00	2,200.00	1,500.00
201-13-5331	Publishing & Legal Notices	218.00	0.00	0.00	0.00
201-13-5335	Dues & Subscription	2,691.96	8,500.00	8,500.00	8,500.00
201-13-5336	Community Outreach	250.00	2,500.00	2,500.00	0.00
201-13-5348	Legal/Eng.-Water Rights Issue	0.00	0.00	0.00	0.00
201-13-5352	Legal Services	102,777.54	65,000.00	65,000.00	65,000.00
201-13-5356	Professional Fees	4,756.04	30,000.00	30,000.00	30,000.00
201-13-5363	R&M Computer/Office Equipment	9,322.04	5,000.00	5,000.00	7,000.00
201-13-5380	Professional Development	2,470.01	11,645.00	11,645.00	10,500.00
201-13-5381	Mileage Reimbursement	0.00	0.00	555.44	0.00
201-13-5496	Communications Division	5,149.75	11,646.00	11,646.00	16,460.00
201-13-5903	Grants	552,511.69	0.00	0.00	0.00
201-13-5933	Wellington Senior Resource Center	9,971.49	8,000.00	8,000.00	10,900.00
TOTAL		\$1,114,852.55	\$531,256.00	\$532,511.44	\$858,724.96

Town Clerk's Office

The Town Clerk is responsible for record keeping, public records requests, elections, liquor licensing, cemetery, and appointments to various boards and commissions.

Clerk Budget Highlights

- 2024 Board of Trustees Election 3 terms expire in 2024.
- Moved legal/publication from Legislative to Clerk.



Judicial

Court is held the 2nd Wednesday of every other month at the Leeper Center. The Honorable Teresa Ablao is the Presiding Judge.

Judicial Budget Highlights

- Due to the increased number of court appearances the Judge has requested an increase for the Prosecuting Attorney to cover the time spent in court.

Clerk Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-15-5100	Wages & Salaries	\$87,937.56	\$113,755.00	\$113,755.00	\$183,380.00
201-15-5102	Benefits	32,106.00	36,011.00	36,011.00	38,657.52
201-15-5214	Office Supplies	2,141.20	1,500.00	1,500.00	1,500.00
201-15-5331	Publishing & Legal Notices	216.28	3,500.00	3,500.00	4,500.00
201-15-5345	Telephone Services	111.65	0.00	0.00	0.00
201-15-5335	Dues & Subscriptions	907.83	826.00	826.00	826.00
201-15-5356	Professional Services	13,289.95	4,000.00	4,000.00	4,000.00
201-15-5363	R&M Computer/Office Equip.	3,851.57	5,000.00	3,000.00	3,500.00
201-15-5380	Professional Development	599.50	5,000.00	3,500.00	4,000.00
201-15-5381	Mileage Reimbursement	0.00	150.00	150.00	0.00
201-15-5414	Election Expenses	14,624.59	0.00	0.00	32,000.00
201-15-5495	Miscellaneous	50.26	0.00	0.00	0.00
201-15-5580	Employee Drug Testing	55.01	0.00	0.00	0.00
201-15-5530	Code Review & Update	760.99	5,000.00	5,000.00	5,000.00
TOTAL		\$156,652.39	\$186,550.20	\$171,242.00	\$277,363.52

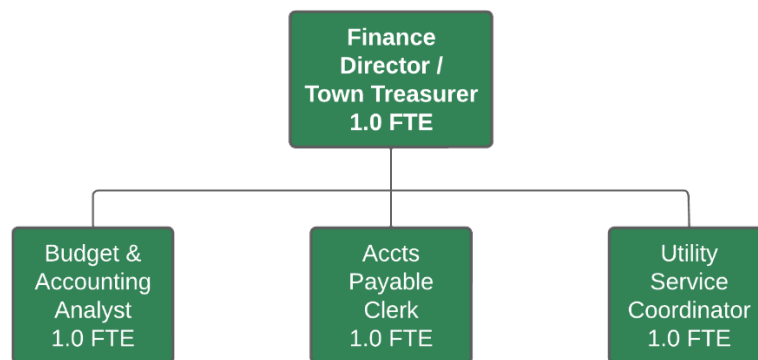
Judicial Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-12-5100	Wages & Salaries	\$0.00	\$11,161.00	\$11,161.00	\$0.00
201-12-5102	Benefits	0.00	2,987.00	2,987.00	0.00
201-12-5109	Magistrate	4,500.00	9,000.00	4,500.00	9,000.00
201-12-5214	Office Supplies	310.31	1,000.00	100.00	500.00
201-12-5359	Prosecuting Attorney	1,396.00	8,250.00	12,000.00	12,000.00
201-12-5380	Professional Development	875.00	1,500.00	1,300.00	1,500.00
201-12-5394	Jury Fees	0.00	1,000.00	1,000.00	1,000.00
201-12-5498	Court Appointed Counsel	0.00	1,000.00	1,000.00	1,000.00
201-12-5499	Translator Fees	0.00	500.00	500.00	500.00
<u>TOTAL</u>		\$7,081.31	\$36,398.00	\$34,548.00	\$25,500.00

Finance Department

The Finance Department monitors the annual budget, oversees various accounting functions such as accounts receivable, accounts payable, annual audits, payroll, financial reporting, and utility billing.

Finance Budget Highlights

- Reduction in office supplies.
- Increased dues & subscriptions to include professional membership of Colorado Government Finance Officers Association and included monthly publication of bills in North Forty News.
- Budgeted Audit under Accounting & Auditing.
- Included contract extension of BakerTilly under Professional Services.



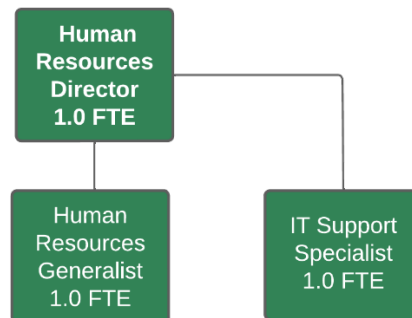
Finance Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-14-5100	Wages & Salaries	\$124,238.62	\$98,291.00	\$59,686.99	\$282,244.80
201-14-5102	Benefits	40,231.12	37,605.00	22,605.00	69,935.92
201-14-5214	Office Supplies	1,352.73	1,500.00	1,500.00	1,000.00
201-14-5311	Postage	6,325.22	1,000.00	1,800.00	1,800.00
201-14-5321	Printing Services	24,849.18	0.00	40,000.00	0.00
201-14-5335	Dues and Subscriptions	1,929.89	1,200.00	1,200.00	2,000.00
201-14-5353	Accounting & Auditing	299.79	45,000.00	22,000.00	68,300.00
201-14-5356	Professional Services	113,178.75	0.00	146,075.00	90,000.00
201-14-5363	R&M Computer/Office Equip	2,571.35	6,000.00	0.00	2,000.00
201-14-5380	Professional Development	1,916.63	10,000.00	0.00	8,500.00
201-14-5381	Mileage Reimbursement	89.69	200.00	200.00	200.00
201-14-5510	Insurance & Bonds	169,319.74	170,000.00	174,473.00	158,655.10
201-14-5560	County Treas. Fees	31,692.81	60,000.00	0.00	0.00
201-14-5640	Paying Agent Fees	250.00	0.00	500.00	500.00
201-14-5903	Grants	6,900.00	0.00	0.00	0.00
201-14-5950	Document Shredding	296.80	200.00	200.00	200.00
TOTAL		\$525,442.32	\$430,996.00	\$470,239.99	\$685,335.82

Human Resources Department

Human Resources is responsible for employee compensation/benefits administration, recruitment, employee relations, personnel policy.

Human Resources Budget Highlights

- 2024 Compensation Study.
- Replacement of aging computers (from 2020 Covid funding purchases)
- Professional development includes tuition reimbursement program.
- Request to increase employee relations includes quarterly staff meetings, employee recognition, new employee lunch, wellness & safety committee.
- Decreased employee job advertising, employee apparel, background checks, drug testing, and office supplies.



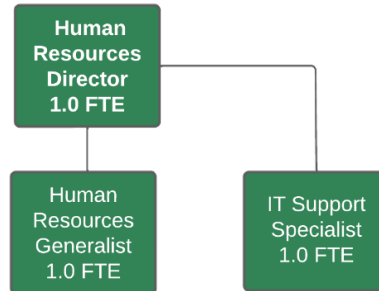
Human Resources Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-16-5100	Wages & Salaries	\$83,925.92	\$40,404.00	\$40,404.00	\$198,906.80
201-16-5102	Benefits	31,125.31	13,420.00	13,420.00	48,008.29
201-16-5103	Temporary Employment Services	0.00	10,000.00	10,000.00	10,000.00
201-16-5214	Office Supplies	263.00	1,500.00	350.00	500.00
201-16-5226	Executive Search	25,000.00	25,000.00	0.00	29,000.00
201-16-5335	Dues & Subscriptions	0.00	8,000.00	8,000.00	8,000.00
201-16-5356	Professional Fees	19,530.00	3,000.00	1,200.00	21,000.00
	R&M Computer/Office Equip.	0.00	0.00	0.00	1,500.00
201-16-5380	Professional Development	2,346.57	12,000.00	7,300.00	7,000.00
201-16-5580	Employee Drug Testing	1,616.68	2,500.00	1,200.00	2,000.00
201-16-5582	Employee Relations	40,320.39	15,000.00	13,500.00	20,000.00
201-16-5583	Background Check	2,791.75	3,000.00	2,100.00	2,500.00
201-16-5948	Employee Apparel	2,144.90	2,000.00	1,500.00	1,500.00
201-16-5949	Employee Advertising	2,334.73	3,500.00	1,400.00	1,000.00
<u>TOTAL</u>		\$211,399.25	\$139,324.00	\$100,374.00	\$350,915.09

Information Technology (IT)

The Town contracts out IT support with Lewan. This budget also included organizational-wide budgetary items like phone, internet, copier, and software.

Information Technology Budget Highlights

- Professional Fees include the cost of having Lewan support services onsite each week since IT support position is vacant.
- Request to add internet services at Water & Wastewater Reclamation Facility. This is included in the Water & Wastewater Budget since it's an Enterprise Fund.
- Website Maintenance contract is increasing.
- Cost of copier is increasing.



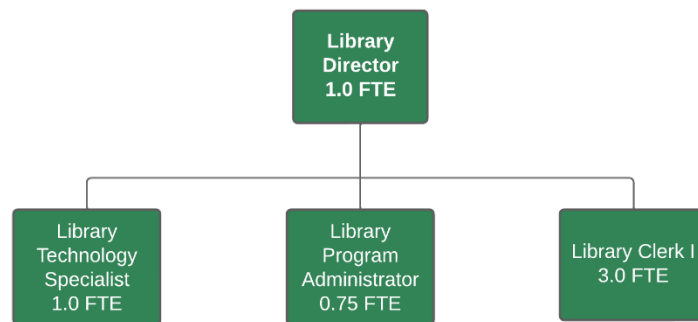
Information Technology Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-17-5100	Wages & Salaries	\$34,528.08	\$33,650.00	\$33,650.00	\$75,000.00
201-17-5102	Benefits	9,551.13	7,318.00	5,699.97	19,839.36
201-17-5214	Office Supplies	558.34	1,500.00	250.00	1,000.00
	R&M Computer/Office Equip.	0.00	0.00	0.00	7,500.00
	Professional Fees	0.00	0.00	0.00	60,000.00
201-17-5345	Telephone Services	53,945.56	66,650.00	55,000.00	51,480.00
201-17-5380	Professional Development	651.89	1,500.00	0.00	750.00
201-17-5381	Mileage Reimbursement	0.00	0.00	23.50	50.00
201-17-5382	Network Administration	25.49	0.00	0.00	0.00
201-17-5384	Internet Services	38,414.68	45,500.00	42,000.00	50,000.00
201-17-5579	Software License/Support	187,092.37	158,180.00	158,180.00	180,800.00
201-17-5585	Website Maintenance	5,558.87	12,000.00	12,000.00	15,480.00
201-17-5947	Copier Expense	8,287.27	6,000.00	13,000.00	10,000.00
TOTAL		\$338,613.68	\$332,298.00	\$319,803.47	\$471,899.36

Wellington Public Library

The Wellington Public Library operates out of the Leeper Center and is open six days a week. The library has a collection of materials for children and adults. Staff programs activities and educational contents for adults, teens, and children.

Wellington Public Budget Highlights

- Requesting 0.75 FTE Library Clerk I
- Request to increase programming budget and story time supplies due to increased patronage.



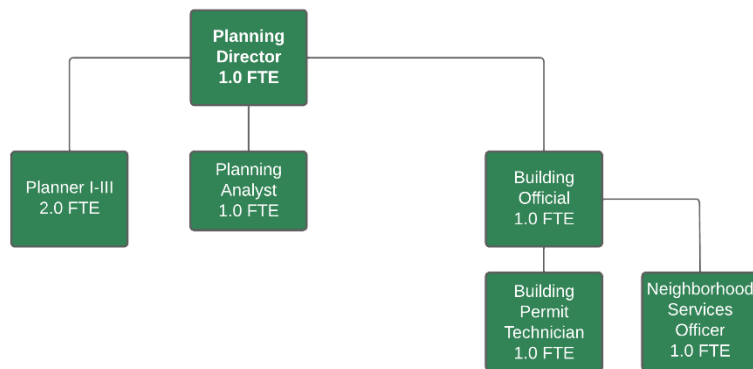
Library Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-55-5100	Wages & Salaries	\$ 231,631.35	\$ 276,471.00	\$ 276,471.00	\$ 334,555.89
201-55-5101	Seasonal		5,000.00	5,000.00	20,000.00
201-55-5102	Benefits	57,525.04	68,927.00	68,927.00	60,447.25
201-55-5214	Office Supplies	9,595.00	9,000.00	9,000.00	9,000.00
201-55-5311	Postage	177.01	200.00	200.00	200.00
201-55-5321	Printing Services	45.00	1,000.00	1,000.00	1,000.00
201-55-5331	Publishing & Legal Notices	0.00	700.00	650.00	700.00
201-55-5333	Dues	0.00	200.00	200.00	200.00
201-55-5335	Subscriptions	39.98	0.00	0.00	0.00
201-55-5337	Programs	4,159.12	5,000.00	5,000.00	6,000.00
201-55-5345	Telephone Services	167.48	0.00	0.00	0.00
201-55-5347	Story Time Supplies	181.33	200.00	200.00	500.00
201-55-5363	R&M Computer/Office Equip.	750.00	0.00	0.00	750.00
201-55-5380	Professional Development	1,258.29	1,600.00	600.00	1,600.00
201-55-5384	Internet Service	942.25	2,000.00	2,000.00	2,000.00
201-55-5387	Special Event Supplies	45.74	375.00	375.00	375.00
201-55-5495	Miscellaneous	-300.00	0.00	0.00	0.00
201-55-5579	Software License/Support	3,903.16	8,500.00	8,500.00	8,500.00
201-55-5792	Multi Media	2,205.70	3,500.00	3,500.00	3,500.00
201-55-5793	E-Books - Subscription/Misc.	4,000.00	5,500.00	5,500.00	5,500.00
201-55-5900	Library Books	21,966.18	18,000.00	18,000.00	18,000.00
201-55-5901	Library Shelving & Furnishings	442.00	2,000.00	0.00	2,000.00
201-55-5902	Courier Service	1,373.01	2,500.00	2,500.00	2,500.00
201-55-5903	Grants Program Expenditures	6,520.71	11,000.00	10,000.00	11,000.00
TOTAL		\$346,628.35	\$421,673.00	\$417,623.00	\$488,328.14

Planning & Building Department

The Planning & Building Department facilitates the development review process for all new and redevelopment activities, ensures compliance with the Comprehensive Plan, and assists customers with applying the Town's plans and regulations. The department also includes a building official and code enforcement services.

Planning & Building Budget Highlights

- Requesting 1 FTE Planner position
- Computer, office supplies, and professional development increase if FTE position request is approved.
- Replacement of aging computers (from 2020 Covid funding purchases)
- Seeking new software support to improve process efficiencies.



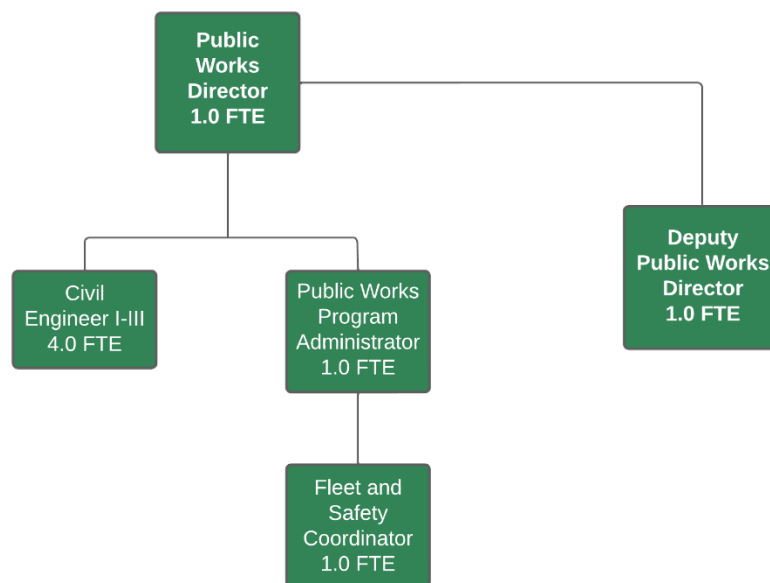
Planning Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-18-5100	Wages & Salaries	\$352,060.33	\$380,906.00	\$353,462.46	\$656,543.97
201-18-5102	Benefits	174,872.36	101,007.00	93,810.07	130,024.05
201-18-5214	Office Supplies	5,143.05	1,000.00	1,000.00	3,500.00
201-18-5231	Fuel, Oil, Grease	0.00	6,500.00	3,500.00	6,500.00
201-18-5233	Vehicle R&M	0.00	3,000.00	2,000.00	3,000.00
201-18-5331	Recording & Legal Publishing	1,207.44	2,500.00	2,500.00	2,500.00
201-18-5335	Dues & Subscriptions	145.00	1,996.00	1,584.54	2,157.50
201-18-5350	Building Insp. Fee Remittance	330,057.57	272,900.00	215,000.00	300,000.00
201-18-5355	Reimbursable Services	3,975.00	40,000.00	5,500.00	30,000.00
201-18-5356	Professional Services	2,958.55	30,000.00	30,000.00	30,000.00
201-18-5363	R&M Computer/ Office Equip	0.00	2,000.00	2,000.00	4,150.00
201-18-5372	Uniforms	0.00	300.00	300.00	375.00
201-18-5374	Humane Society	2,955.00	8,000.00	8,000.00	19,694.00
201-18-5375	Protective Insp. Equipment	358.00	500.00	400.00	200.00
	Safety Supplies & Equipment	0.00	400.00	200.00	270.00
201-18-5380	Professional Development	3,143.18	6,066.00	5,271.76	8,242.43
201-18-5579	Software License and Support	0.00	0.00	0.00	0.00
TOTAL		\$876,875.48	\$857,075.00	\$724,528.83	\$1,197,156.95

Public Works Administration

The Public Works Administration team provides leadership, oversight, and administrative services for the Public Works Department, which consists of four divisions: Public Works Admin/Engineering, Water Treatment/Distribution, Water Reclamation Treatment/Collection, and Streets/Drainage. This team also manages five funds: Public Works Admin, Water, Sewer, Streets, and Drainage. Additional services provided by this leadership team include CIP program management, infrastructure master planning, project management, engineering, development review, construction management/inspection, floodplain administration, purchasing, grant administration assistance, budget preparation, and budget oversight.

Public Works Administration Budget Highlights

- Requesting 1 FTE Engineer position.
- Professional services: GIS consulting work in 2024.
- The uniforms program provides for all Public Works employees.
- Replacement of aging computers (from 2020 Covid funding purchases).
- Budget for two additional mosquito sprays.



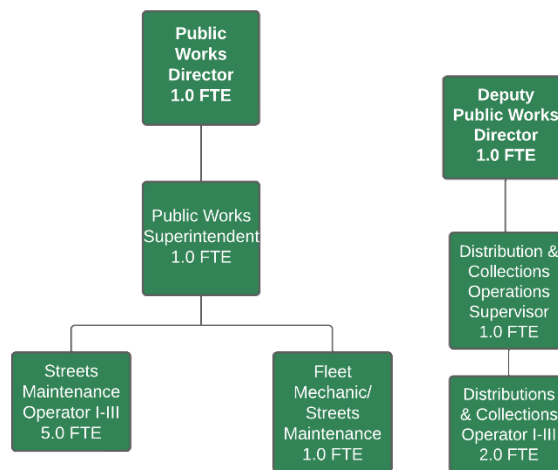
Public Works Administration Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-34-5100	Wages & Salaries	\$ 672,747.07	\$ 161,292.00	\$ 161,043.30	\$ 858,465.72
201-34-5101	SEASONALS	0.00	10,000.00	0.00	0.00
201-34-5102	Benefits	217,464.08	25,402.00	24,865.85	154,966.64
201-34-5231	Fuel, Oil & Grease	18,348.37	8,000.00	25,000.00	24,000.00
201-34-5233	R&M- Machinery & Equip. Parts	34,860.55	35,000.00	35,000.00	40,000.00
201-34-5241	Shop Supplies	1,508.91	0.00	0.00	2,000.00
201-34-5329	HOA Fees	3,224.00	420.00	708.00	1,000.00
201-34-5335	Dues & Subscriptions	3,447.03	6,500.00	2,200.00	4,500.00
201-34-5356	Professional Services	53,405.55	40,000.00	40,000.00	40,000.00
201-34-5363	R&M Computer/Office Equip.	8,487.28	7,500.00	7,500.00	7,500.00
201-34-5370	Safety Workwear and Equipment	1,713.76	1,400.00	0.00	1,400.00
201-34-5372	Uniforms	16,627.78	15,000.00	16,242.00	15,000.00
201-34-5380	Professional Development	4,594.81	17,300.00	15,000.00	15,310.00
201-34-5398	Trash	11,225.87	8,500.00	275.00	0.00
201-34-5422	Small Tools	530.94	500.00	500.00	1,000.00
201-34-5456	Mosquito Control	24,300.00	15,200.00	12,375.00	25,300.00
201-34-5495	Miscellaneous	0.00	0.00	434.00	0.00
201-34-5512	Insurance-Property Related	0.00	0.00	-35,839.10	0.00
201-34-5790	GIS/Mapping	0.00	20,000.00	0.00	0.00
201-34-5941	PW Office Supplies	6,927.07	16,500.00	7,000.00	10,000.00
	Software Subscriptions	0.00	0.00	0.00	15,000.00
201-34-5947	Copier Expense	7,506.37	8,000.00	3,000.00	3,500.00
TOTAL		\$1,086,919.44	\$396,514.00	\$315,304.05	\$1,218,942.36

Street Fund

The Streets team provides a wide range of services to the community, including Street maintenance (paving, curb/gutter, sidewalk, signals and signage), snow and weather response, drainage maintenance (stormwater piping, inlets, manholes, swales, and ponds), Fleet maintenance (equipment, mowers, and vehicles), general facility maintenance, cemetery operations such as maintenance and interments, as well as miscellaneous in-house construction projects, such as concrete trails, street striping, asphalt paving, and piping projects.

Street Fund Budget Highlights

- Electricity for streetlights is increasing (more streetlights in Town).
- Additional street striping and street construction materials.
- Added separate lines to track weather response management and snow management.



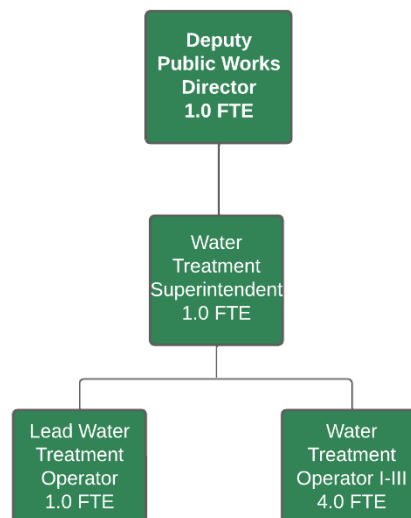
Street Fund Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
203-15-5100	Wages & Salaries	\$100,872.21	\$244,877.82	\$244,877.82	\$0.00
203-15-5102	Benefits	35,952.37	69,935.00	69,935.00	0.00
203-34-5100	Wages & Salaries	71,269.58	292,133.52	292,133.52	469,215.20
203-34-5102	Benefits	34,982.12	118,227.00	118,227.00	126,706.33
	On-Call Stipend	0.00	0.00	0.00	10,400.00
203-34-5231	Fuel, Oil & Grease	8,295.58	0.00	0.00	0.00
203-34-5233	R&M- Machinery & Equip. Parts	2,552.44	0.00	0.00	0.00
203-34-5240	Street Paint, Signs, & Parts	25,095.71	35,000.00	26,000.00	45,000.00
203-34-5241	Shop Supplies	839.28	0.00	0.00	0.00
203-34-5341	Electricity for Street Lights	205,506.12	196,930.00	196,930.00	210,000.00
203-34-5342	Water	5,587.70	6,000.00	0.00	6,000.00
203-34-5370	Safety Workwear Equipment	1,115.02	4,300.00	4,300.00	5,000.00
203-34-5372	Uniforms	38.51	0.00	0.00	0.00
203-34-5380	Travel & Training	850.00	0.00	0.00	0.00
203-34-5397	Weed Control	1,040.30	6,000.00	1,500.00	6,000.00
203-34-5422	Small Tools	2,399.35	3,400.00	3,400.00	4,000.00
203-34-5424	Street Construction Material	10,355.36	10,000.00	10,000.00	10,000.00
203-34-5426	Weather Response Management	0.00	8,000.00	4,600.00	8,000.00
	Snow Management Materials		30,000.00	30,000.00	30,000.00
203-34-5453	R&M Supplies - Street Sweeper	2,337.79	6,000.00	1,500.00	0.00
203-34-5533	Equipment Rental	3,325.24	3,000.00	2,600.00	3,000.00
	Street Maintenance		35,000.00	0.00	35,000.00
203-34-5941	Safety & First Aid Kits	3,807.12	5,000.00	4,600.00	2,000.00
TOTAL		\$516,221.80	\$1,073,803.34	\$1,010,603.34	\$970,321.53

Water Fund

The Water Treatment team ensures the annual treatment and distribution of over 300 million gallons of safe and clean drinking water through the operation and maintenance of a surface water treatment facility and a groundwater filtration unit.

Water Fund Budget Highlights

- Increase in chemicals and utilities. Expanded facility and new processes will require more chemicals and electricity.
- New tools and additional lab supplies required for new equipment and processes.
- Water meters based on projected growth.
- Software Subscriptions and Support includes site specific software needs for operations, asset management, and site and cyber security.
- Sludge removal decrease due to new treatment process and expanded drying bed capacity.



Water Fund Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
204-15-5100	Wages & Salaries	\$172,900.64	\$438,870.94	\$438,870.94	\$0.00
204-15-5102	Benefits	54,347.92	122,244.00	122,244.00	0.00
204-34-5100	Wages & Salaries	363,484.31	496,468.96	454,519.63	538,368.56
204-34-5102	Benefits	130,324.93	206,895.00	194,310.20	149,474.31
	On-Call Stipend	0.00	0.00	0.00	15,600.00
204-34-5214	Office Supplies	150.78	0.00	0.00	0.00
204-34-5221	Chemicals	241,866.76	250,000.00	220,000.00	350,000.00
204-34-5227	Plant Utilities	21,139.44	28,000.00	20,000.00	40,000.00
204-34-5229	Permit and Program Fees	0.00	2,000.00	1,850.00	3,000.00
204-34-5231	Fuel, Oil & Grease	17,800.29	7,500.00	17,000.00	10,500.00
204-34-5233	R&M- Machinery & Equip. Parts	11,799.08	15,000.00	3,500.00	10,000.00
204-34-5241	Shop Supplies	2,819.43	1,500.00	2,300.00	2,500.00
204-34-5244	Tires & Tubes	0.00	0.00	0.00	0.00
204-34-5334	Water Testing	61,130.40	80,000.00	80,000.00	87,000.00
204-34-5339	On-Line Utility Bill Pay-Fees	32,152.87	27,000.00	28,000.00	28,500.00
204-34-5341	Electricity	62,693.20	80,000.00	74,000.00	97,500.00
204-34-5345	Telephone Service	386.33	700.00	800.00	700.00
204-34-5351	Permit Fees	2,430.00	0.00	0.00	0.00
204-34-5352	Water Resource Legal Services	10,574.61	30,000.00	7,000.00	25,000.00
204-34-5356	Professional Services	89,814.45	60,000.00	40,000.00	40,000.00
204-34-5370	Safety Workwear & Equipment	2,052.13	28,000.00	18,000.00	28,000.00
204-34-5372	Uniforms	75.69	0.00	0.00	0.00
204-34-5380	Professional Development	4,527.58	13,610.00	8,000.00	11,500.00
204-34-5384	Internet Service	1,184.91	2,200.00	2,200.00	19,000.00
204-34-5422	Small Tools	4,377.52	8,000.00	6,000.00	9,500.00
204-34-5423	Construction Material	0.00	4,000.00	0.00	3,000.00
204-34-5430	DISTRIBUTION SYS EMR REPAIR	0.00	15,000.00	10,000.00	15,000.00
204-34-5433	R&M Plant	173,443.10	120,000.00	140,000.00	100,000.00
204-34-5434	R&M Distribution	21,926.67	80,000.00	50,000.00	80,000.00
204-34-5435	R&M Supp. / Serv. Hydrants	2,579.56	0.00	0.00	0.00
204-34-5437	R&M SCADA	0.00	25,000.00	15,000.00	25,000.00
204-34-5440	Sludge Removal	315,975.00	285,000.00	125,000.00	125,000.00
204-34-5455	Lab Supplies	15,545.21	12,500.00	20,000.00	14,500.00
204-34-5495	Miscellaneous	687.60	0.00	0.00	0.00
204-34-5512	Insurance-Property Related	0.00	0.00	-18,855.98	0.00
204-34-5533	Equipment Rental	3,206.36	2,500.00	0.00	2,500.00
204-34-5560	County Treas. Fees	3,302.44	2,500.00	0.00	0.00
204-34-5593	NPIC Water Lease Agreement	2,699,454.00	2,300,000.00	1,517,556.19	3,035,000.00
204-34-5597	RAW WATER FEES AND ASSESSMENTS	0.00	27,000.00	16,100.00	30,000.00
204-34-5825	Hydrant Meter	2,081.56	0.00	472.00	0.00
204-34-5903	Water Meters - New Homes	11,368.00	30,000.00	55,000.00	20,000.00
204-34-5941	Safety & First Aid Kits	30,872.19	3,000.00	6,000.00	3,250.00
204-34-5958	WTP Security/Monitor	330.95	0.00	0.00	0.00
204-34-5961	Sludge Pump	0.00	0.00	0.00	0.00
204-34-5963	Meter Replacement	23,080.20	0.00	0.00	0.00
204-34-5969	Lab Equipment	35,217.50	20,000.00	20,000.00	20,000.00
	R&M Computer Equip	0.00	0.00	0.00	2,500.00

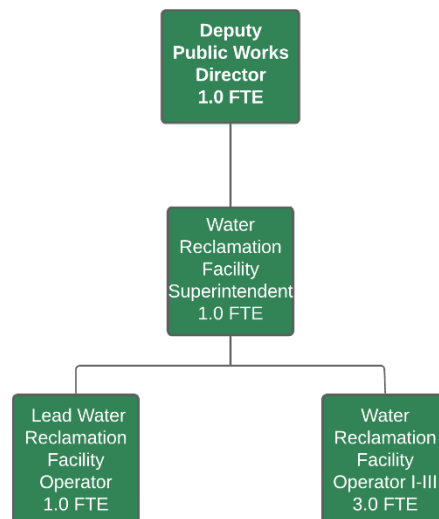
Water Fund Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
204-90-5612	Berkadia - Bond Principal	27,000.00	27,000.00	28,000.00	0.00
204-90-5622	Berkadia - Bond Interest	2,520.83	2,750.00	700.00	0.00
204-90-5623	CWCB Loan - Interest	10,626.81	0.00	0.00	0.00
204-90-5624	CWCB Loan - Principal	53,248.42	0.00	0.00	0.00
204-90-5626	2001 - CWR&PDA Loan Principal	36,026.75	0.00	0.00	0.00
204-90-5627	2001 - CWR&PDA Loan Interest	4,813.26	0.00	0.00	0.00
204-90-5630	2019 SRF LOAN D19AX116 - Principal	1,049,857.00	1,049,857.00	1,068,483.00	1,091,978.00
204-90-5631	2019 SRF LOAN D19AX116 - Interest	401,279.13	414,466.00	393,216.24	372,716.24
	Water Efficiency Program	0.00	0.00	0.00	15,000.00
	Software Subscriptions	0.00	0.00	0.00	20,500.00
	Utility Billing Printing Services	0.00	0.00	0.00	20,308.00
TOTAL		\$6,212,475.81	\$6,318,561.90	\$5,185,266.22	\$6,462,395.11

Sewer Fund

The Water Reclamation team treats over 200 million gallons of wastewater annually, protecting the environment and public health by safely processing and disposing of the wastewater generated within the community. This team also ensures compliance with very rigorous health and environmental requirements related to wastewater treatment.

Sewer Fund Budget Highlights

- Increase in electricity for expanded facility with additional equipment.
- New facility will require additional testing by outside laboratories to meet more strict and comprehensive regulatory requirements.
- New tools and additional lab supplies required for new equipment and expanded processes.
- Software Subscriptions and Support includes site specific software needs for operations, asset management, and site and cyber security.
- Decrease in Professional Services.



Sewer Fund Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
205-15-5100	Wages & Salaries	\$172,900.84	\$395,899.00	\$395,899.00	\$0.00
205-15-5102	Benefits	54,177.13	121,110.00	121,110.00	0.00
205-34-5100	Wages & Salaries	337,893.16	447,250.00	424,595.29	471,037.01
205-34-5102	Benefits	122,523.45	158,091.00	158,091.00	138,956.90
	On-Call Stipend	0.00	0.00	0.00	15,600.00
205-34-5214	Office Supplies	14.99	0.00	0.00	0.00
205-34-5221	Chemicals	33,728.58	70,000.00	40,000.00	60,000.00
205-34-5228	Permit and Program Fees	2,888.00	5,000.00	3,500.00	5,000.00
205-34-5231	Fuel, Oil & Grease	16,649.35	8,500.00	7,500.00	10,000.00
205-34-5233	R&M- Machinery & Equip. Parts	38,863.85	30,000.00	20,000.00	30,000.00
205-34-5241	Shop Supplies	1,881.66	1,500.00	1,000.00	1,500.00
205-34-5339	On-Line Utility Bill Pay Fees	22,900.21	20,000.00	20,360.00	20,400.00
205-34-5341	Electricity	103,515.45	129,035.00	175,000.00	226,700.00
205-34-5342	Water	2,114.40	1,200.00	1,200.00	2,000.00
205-34-5344	Natural Gas	10,272.95	7,500.00	15,852.00	16,000.00
205-34-5356	Professional Services	90,740.76	60,000.00	25,000.00	20,000.00
205-34-5370	Safety Workwear and Equipment	2,412.68	8,500.00	8,500.00	10,000.00
205-34-5372	Uniforms	57.10	0.00	0.00	0.00
205-34-5380	Professional Development	3,669.77	13,460.00	10,000.00	11,500.00
205-34-5384	Internet Service	1,680.54	1,300.00	1,800.00	19,000.00
205-34-5422	Small Tools	3,463.68	6,000.00	1,500.00	7,500.00
205-34-5423	Construction Materials	0.00	4,000.00	100.00	3,000.00
205-34-5431	R&M PUMPS	0.00	25,000.00	18,000.00	25,000.00
205-34-5432	R&M SCADA	0.00	25,000.00	20,000.00	25,000.00
205-34-5433	R&M Plant	51,511.81	65,000.00	60,000.00	65,000.00
205-34-5434	R&M Collections	7,631.27	20,000.00	8,000.00	15,000.00
205-34-5436	Collection System Emergency Repair	0.00	15,000.00	0.00	0.00
205-34-5440	Sludge Disposal	39,919.00	50,000.00	45,000.00	55,000.00
205-34-5455	Lab Supplies	6,575.32	5,000.00	6,000.00	6,500.00
205-34-5512	Insurance-Property Related	0.00	0.00	0.00	0.00
205-34-5533	Equipment Rental	0.00	2,500.00	0.00	2,500.00
205-34-5554	Sewer Testing	59,323.34	40,000.00	36,000.00	45,000.00
205-34-5941	Safety & First Aid Kits	3,005.25	3,000.00	2,150.00	3,000.00
205-34-5969	Lab Equipment	4,650.15	6,500.00	6,500.00	7,000.00
	R & M Computer	0.00	0.00	0.00	5,000.00
205-90-5618	2022 SRF LOAN W22AX116 - Principal	212,331.00	618,315.00	447,699.00	936,944.00
205-90-5619	2022 SRF LOAN W22AX116 - Interest	1,046,994.13	1,249,115.00	1,419,730.04	1,405,230.00
205-90-5621	2022 GPR Loan Principal	0.00	47,151.00	47,151.26	81,958.18
205-90-5622	2022 GPR Loan Interest	0.00	26,200.00	26,200.28	43,986.54
	Software Subscriptions and Support	0.00	0.00	0.00	45,000.00
	Propane	0.00	5,000.00	0.00	0.00
	Utility Billing Printing Services	0.00	0.00	0.00	14,464.00
TOTAL		\$2,454,289.82	\$3,691,126.00	\$3,573,437.87	\$3,849,776.63

Drainage Fund

The Drainage Fund supports the operation and maintenance of stormwater facilities such as storm drains, manholes, swales and detention ponds. The staff directly providing these services reside in the Streets Division of Public Works.

Drainage Fund Highlights

- Request to conduct drainage utility rate study in 2024.
- Box Elder Stormwater Authority payment made in this budget.



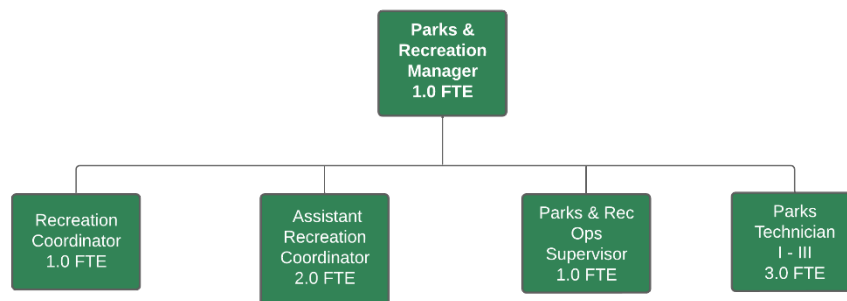
Drainage Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
207-15-5100	Wages & Salaries	\$40,130.80	\$101,666.77	\$101,666.77	\$0.00
207-15-5102	Benefits	14,852.30	0.00	0.00	0.00
207-34-5100	Wages & Salaries	20,706.47	44,233.50	44,233.50	0.00
207-34-5102	Benefits	10,000.92	30,063.00	30,063.00	0.00
207-34-5231	Fuel, Oil & Grease	3,692.61	2,000.00	4,000.00	2,000.00
207-34-5339	On-Line Utility Bill Pay-Fee	8,272.77	6,500.00	7,500.00	7,500.00
207-34-5341	Electricity	444.58	710.00	850.00	750.00
207-34-5356	Professional Services	0.00	20,000.00	0.00	20,000.00
207-34-5372	Uniforms	13.28	0.00	0.00	0.00
207-34-5522	Authority Utilities Payments	891.00	403,322.00	403,322.00	411,468.00
207-34-5524	Authority Impact Fees	0.00	35,200.00	35,200.00	36,107.00
207-34-5533	Equipment Rental	0.00	1,000.00	0.00	1,000.00
	Utility Billing Printing Services	0.00	0.00	0.00	5,228.00
TOTAL		\$99,004.73	\$644,695.27	\$626,835.27	\$484,053.00

Park Fund

The Parks team primarily focuses on maintaining and enhancing public green spaces, playgrounds, and recreational areas to provide the community with safe and enjoyable outdoor spaces.

Park Fund Budget Highlights

- Requesting 1 FTE Parks & Rec Operations Supervisor.
- Added new line, vandalism, to start tracking the costs and documenting trends.
- Added new line, horticulture, with intention to replace 1 – 2 beds each year
- Need to address CIRSA safety issues within the parks and playgrounds.
- Port-a-potty rentals for the parks continues to increase. We could remove the non-ADA port-a-potties during the winter months to save month from October – May.
- PROST request adding funding for minor park improvements to address needs throughout the year as they arise. For example: resurfacing and adding pickleball lines to basketball courts, pickleball sound dampening, improvements at disc golf course, ADA Fishing Dock etc.



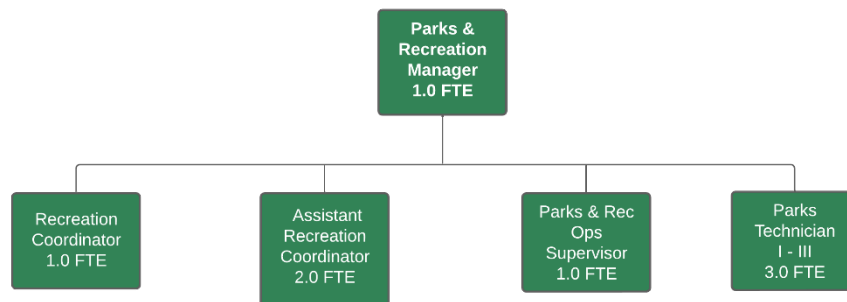
Parks Fund Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
210-15-5100	Wages & Salaries	\$66,242.69	\$170,101.66	\$170,101.66	\$0.00
210-15-5102	Benefits	29,013.01	39,383.00	39,383.00	0.00
210-34-5100	Wages & Salaries	146,904.12	215,860.32	215,860.32	269,764.28
210-34-5101	Seasonals	0.00	30,110.00	24,500.00	0.00
210-34-5102	Benefits	45,154.26	73,892.00	73,892.00	54,485.21
	On-Call Stipend	0.00	0.00	0.00	5,200.00
	Vandalism	0.00	0.00	0.00	1,000.00
	Horticulture	0.00	0.00	0.00	5,000.00
210-34-5214	Office Supplies	845.35	0.00	0.00	0.00
210-34-5221	Pond Chemicals	0.00	5,000.00	4,700.00	5,200.00
210-34-5231	Fuel, Oil & Grease	6,613.34	6,000.00	6,000.00	6,200.00
210-34-5233	R&M- Machinery & Equip. Parts	7,621.10	18,000.00	18,000.00	18,500.00
210-34-5234	Irrig. Water Assessments	1,919.70	0.00	0.00	0.00
210-34-5237	Irrig. Sys. Supplies/Repairs	18,609.65	10,000.00	14,000.00	40,000.00
210-34-5239	Wells & Well Houses	17,960.55	10,000.00	9,500.00	11,000.00
210-34-5241	Shop Supplies	926.45	2,200.00	1,800.00	2,300.00
210-34-5244	Tires & Tubes	0.00	0.00	0.00	0.00
210-34-5252	Tree Replacement & Trimming	9,351.10	35,000.00	25,000.00	36,000.00
210-34-5253	Tree Spraying	9,536.27	30,000.00	22,000.00	30,300.00
210-34-5254	Parks Playground & General R&M	41,678.00	30,000.00	30,000.00	35,000.00
210-34-5256	Splash Pad Chemicals	0.00	0.00	0.00	1,100.00
210-34-5341	Irrigation Electricity	18,293.67	10,000.00	10,000.00	8,900.00
210-34-5342	Water	27,009.19	16,169.00	37,706.00	38,000.00
210-34-5343	Sewer	991.56	840.00	1,586.00	1,600.00
210-34-5344	Natural Gas	950.23	850.00	1,990.00	2,000.00
210-34-5346	Storm Drainage	3,048.96	2,800.00	2,800.00	2,800.00
210-34-5356	Professional Services	2,310.37	3,000.00	2,400.00	3,500.00
210-34-5365	Toilet Rental	15,773.88	11,000.00	17,000.00	20,000.00
210-34-5366	Services - Parks & Lawn Care	108,181.50	80,000.00	79,000.00	82,000.00
210-34-5370	Safety Workwear and Equipment	2,297.60	1,500.00	1,500.00	1,600.00
210-34-5372	Uniforms	1,700.74	2,500.00	2,500.00	2,750.00
210-34-5380	Professional Development	531.50	4,000.00	4,000.00	5,000.00
210-34-5397	Weed Control	519.48	200.00	200.00	250.00
210-34-5422	Small Tools	5,888.78	4,500.00	4,450.00	4,650.00
210-34-5423	Sand, Gravel, Mulch	11,458.83	12,000.00	11,450.00	13,000.00
210-34-5512	Insurance-Property Related	0.00	0.00	0.00	0.00
210-34-5533	Equipment Rental	0.00	1,000.00	2,000.00	3,000.00
210-34-5562	County Clerk Fees	0.00	7,000.00	0.00	7,000.00
210-34-5941	Safety Supplies & Equipment	6,043.30	3,000.00	3,000.00	10,000.00
210-34-5942	Minor Park Improvements	17,642.28	30,000.00	28,000.00	65,000.00
TOTAL		\$625,017.46	\$865,905.98	\$864,318.98	\$792,099.49

Recreation Department

The Recreation team's primary role is to organize and manage various leisure activities, sports programs, and cultural events to promote physical and social wellbeing among residents.

Recreation Fund Budget Highlights

- Replacement of aging computers (from 2020 Covid funding purchases).
- General price increase on materials and goods.
- Increased Participation.
- Increase in price for conferences, training opportunities, membership dues.
- Need for required and industry standard certifications – CPO, CPSI, CYSA.
- Increase in programming – Taekwondo, Indoor Pickleball, Saddles2Paddles, 3v3 Basketball, High School Baseball.
- Marketing material and services to create more accessibility for all community members and tri-fold amenity map.



Recreation Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
210-51-5100	Wages & Salaries	\$228,974.40	\$209,112.92	\$209,112.92	\$241,941.52
210-51-5101	Seasonals	64,566.06	88,093.00	68,000.00	91,000.00
210-51-5102	Benefits	82,173.30	76,492.00	76,492.00	62,038.61
	On-Call Stipend	0.00	0.00	0.00	5,200.00
210-51-5130	Start Smart Baseball	805.00	800.00	800.00	800.00
210-51-5131	Start Smart Basketball	646.99	640.00	640.00	640.00
210-51-5132	Start Smart Flag Football	960.00	960.00	960.00	960.00
210-51-5133	Start Smart Soccer	1,480.00	1,480.00	1,480.00	1,800.00
210-51-5135	Youth Sports Apparel	2,806.44	5,000.00	4,877.00	5,100.00
210-51-5140	Youth Soccer	1,573.13	4,470.00	4,400.00	4,470.00
210-51-5142	Youth Football	1,468.18	1,500.00	1,784.88	1,500.00
210-51-5144	Youth Baseball	1,221.60	12,850.00	12,000.00	12,850.00
210-51-5145	Youth Softball	0.00	2,900.00	0.00	2,900.00
210-51-5146	Youth Basketball	672.46	1,025.00	1,000.00	1,025.00
210-51-5148	Youth Volleyball	347.78	1,677.00	1,500.00	1,800.00
210-51-5149	Youth Tennis	0.00	480.00	1,067.60	500.00
210-51-5158	Adult Kickball	98.97	475.00	0.00	500.00
210-51-5161	Adult Tennis	0.00	480.00	1,067.60	500.00
210-51-5162	Adult Softball	1,729.76	5,775.00	4,500.00	5,950.00
210-51-5164	Adult Volleyball	620.00	1,300.00	1,250.00	1,350.00
	Adult Basketball	0.00	0.00	0.00	800.00
210-51-5165	NCSO Referees Admin Fee	5,625.00	8,000.00	8,000.00	8,000.00
210-51-5166	Instructor/Official Fees	23,475.80	30,000.00	30,000.00	32,000.00
210-51-5168	Computer Equip./Software	14,996.84	13,230.00	13,230.00	21,000.00
210-51-5181	Rec. Prog. Supplies/Exp.	5,407.41	15,000.00	15,000.00	16,000.00
210-51-5183	Batting Cages - Maint. & Oper.	5,370.00	10,500.00	10,250.00	11,000.00
210-51-5185	Ball Field/Cage Electricity	80.85	14,000.00	14,000.00	15,000.00
210-51-5186	Infield Mix	2,348.90	13,000.00	12,000.00	13,500.00
210-51-5190	Yoga Classes	0.00	0.00	0.00	500.00
210-51-5223	Operating Supplies	268.53	3,000.00	3,000.00	3,100.00
210-51-5356	Professional Services	210.00	0.00	0.00	0.00
210-51-5372	Staff Uniforms	2,136.42	2,500.00	2,500.00	2,750.00
210-51-5380	Professional Development	1,691.78	4,500.00	4,500.00	5,000.00
210-51-5392	Gym Rental	6,963.75	14,378.00	13,000.00	15,000.00
	Dues and Subscriptions	0.00	0.00	0.00	1,800.00
210-51-5401	Marketing Services	12,898.77	13,000.00	13,000.00	15,000.00
TOTAL		\$471,618.12	\$556,617.92	\$529,412.00	\$603,275.13

Highland Cemetery

Founded in 1906, the Wellington Cemetery is a timeless resting place for generations of residents, preserving their memory and history for over a century. The cemetery is administratively supported by the Court Clerk and maintained by Public Works.

Highland Cemetery Budget Highlights

- Budget includes materials for maintenance and interments.



Cemetery Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-42-5382	Grounds Maintenance Service	\$0.00	\$5,000.00	\$2,700.00	\$5,000.00
201-42-5423	Sand & Gravel & Road Base	0.00	5,000.00	500.00	5,000.00
201-42-5454	Survey	0.00	20,000.00	0.00	0.00
<u>TOTAL</u>		\$0.00	\$30,000.00	\$3,200.00	\$10,000.00

Town Community Administrative Facilities

This budget accounts for needs for town owned facilities like the Leeper Center, Public Work Administrative building, and the Municipal Services Building.

Town Community Administrative Facilities Budget Highlights

- Janitorial services will be revalued for cost savings in 2024.
- General Building Supplies line was created to give transparency and easy of tracking for things like trash can liners, toilet paper, paper towels, soap, cleaning products, coffee, creamer, kleenex, bathroom towels, and copy paper



Town Community & Administrative Facilities Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-49-5341	Electricity	\$10,757.89	\$18,123.00	\$18,123.00	\$2,100.00
201-49-5342	Water	7,029.12	4,000.00	4,000.00	4,000.00
201-49-5343	Sewer	2,748.28	2,000.00	2,000.00	2,000.00
201-49-5344	Natural Gas - Heat	21,205.31	15,600.00	29,235.00	30,000.00
201-49-5346	Storm Drainage	2,955.84	3,000.00	3,000.00	3,000.00
201-49-5367	R&M Serv./Supplies - Buildings	29,600.79	30,900.00	25,000.00	40,000.00
201-49-5368	Cleaning Supplies	2,533.88	2,200.00	2,200.00	0.00
	Trash	0.00	0.00	0.00	11,225.00
	General Building Supplies	0.00	0.00	0.00	11,700.00
201-49-5369	Janitorial Service	43,722.50	40,000.00	45,000.00	45,000.00
TOTAL		\$120,553.61	\$115,823.00	\$128,558.00	\$149,025.00

Economic Development

The Town of Wellington's Community and Business Liaison position, 1 FTE, is a shared position with the Wellington Main Streets Program. The Wellington Main Streets Program is a group of passionate citizens who champion community collaboration to enhance and promote downtown Wellington.

Economic Development Budget Highlights

- Community Survey mentions the economy was one of the top priorities.
- Created a new Economic Development Budget.
- Budget includes programming expenses.
- Regional Event Participation.
- Marketing.



Economic Development Expenditures					
Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
201-51-5100	Wages & Salaries	\$3,269.23	\$0.00	\$0.00	\$0.00
201-51-5101	Seasonal	227.73	0.00	0.00	0.00
201-51-5102	Benefits	1,317.04	0.00	0.00	0.00
201-51-5154	Economic Development	9.00	0.00	0.00	10,500.00
201-51-5214	Office Supplies	307.33	0.00	0.00	400.00
	Professional Development	0.00	0.00	0.00	3,800.00
201-51-5401	Marketing Services	0.00	0.00	0.00	1,000.00
TOTAL		\$ 5,130.33	\$ -	\$ -	\$15,700.00

Larimer County Sheriff's Office

The Town of Wellington contracts with the Larimer County Sheriff's Office for law enforcement services. The contract provides for a sergeant, a corporal and 8 deputies to provide patrol services for the town. A desk officer is assigned to provide walk-in services Monday through Friday between 8 am and 5 pm. Additional services are provided to the Town from all other divisions of the Sheriff's Office. One deputy is assigned as the School Resource Officer at Wellington Middle School. When deputies assigned to the town are not on duty or need additional deputies to respond to calls for service, deputies respond from other districts in the county.

Deputies assigned to Wellington focus on establishing a community-oriented police presence within the town.

Deputies are responsible for traffic enforcement, criminal law enforcement, and providing limited animal control duties when the Town's Neighborhood Services Officer is unavailable.

They enforce Wellington's

Municipal Ordinances in addition to applicable county, state and federal laws.



Deputies in Wellington conduct their patrol duties using marked patrol cars, bicycles and foot patrols. The School Resource Officer instructs safety programs at the 3 schools located in Wellington, investigates criminal activity on school grounds and attends school activities.

Larimer County Sheriff's Office Expenditures

Account Number	Account Title	Actual 2022	Budget 2023	EOY ESTIMATE 2023	Proposed 2024
	Salary		\$1,315,270.00	\$1,315,270.00	\$1,418,431.00
	Overtime		47,500.00	47,500.00	50,500.00
	Vehicle - Full equipped w/o radio		0.00	0.00	0.00
	Vehicle Lease (fuel, maintenance)		97,079.00	97,079.00	116,154.00
	Equipment/Clothing		0.00	0.00	0.00
	Equipment Replacement Cost		43,818.00	43,818.00	52,591.00
	Admin Cost		39,222.00	39,222.00	55,654.00
	LCSO Overhead Cost		49,828.00	49,828.00	56,593.00
	LCSO Insurance		46,585.00	46,585.00	58,057.00
	Office Space		480.00	480.00	8,580.00
	Copy Machine Rental		2,480.00	2,480.00	1,910.00
	Bicycle Maintenance		300.00	300.00	300.00
	Larimer County Indirect Cost		142,576.00	142,576.00	160,850.00
201-21-5364	LCSO Contract	\$2,004,917.50	\$1,785,138.00	\$1,785,138.00	\$1,979,620.00



CIP

CAPITAL IMPROVEMENT PROJECTS



Capital Improvement Projects

The five-year Capital Improvement Project budget is used to account for financial resources that are used to construct/acquire major, long-lived general capital assets. These projects have been identified in the Capital Improvement Plan and are consistent with the Town's long-term goals.

Funding in 2024 is budgeted and adopted by the Board of Trustees. Funding in 2025-2028 is earmarked for project completion. This ensures the Town does not over allocate funds on multi-year projects. However, due to the Town's code requirements, the budget can only be officially appropriated on a year-to-year basis.

Process to Identify Project Funding

Priority I: IMPERATIVE

Projects that cannot reasonably be postponed in order to avoid harmful or otherwise undesirable consequences.

- Corrects a condition dangerous to public health or safety
- Satisfies a legal obligation
- Alleviates an emergency service disruption or deficiency
- Prevents irreparable damage to a valuable public facility

Priority II: ESSENTIAL

Projects that address clearly demonstrated needs or objectives.

- Rehabilitates or replaces an obsolete public facility or attachment thereto
- Stimulates economic growth and private capital investment
- Reduces future operating and maintenance costs
- Leverages available state or federal funding

Priority III: IMPORTANT

Projects that benefit the community but may be delayed without detrimental effects to basic services.

- Provides a new or expanded level of service
- Promotes intergovernmental cooperation
- Reduces energy consumption
- Enhances cultural or natural resources

Priority IV: DESIRABLE

- Desirable projects that are not included within five-year program because of funding limitations.

Water Fund

Capital Projects | Five Year Summary

GL	Project Name	2024	2025	2026	2027	2028	Description
211-80-4010	Water Plant Expansion Engineering and Construction	15,109,347					Engineering and construction cost to expand the Water Plant.
211-80-4014	Wilson Wellhouses Improvements	\$30,000	\$75,000				Variety of infrastructure improvements to address the well system, safety concerns, access hatches, fencing etc.
211-80-4019	Distribution System Master Plan		110,000				The current distribution masterplan is incomplete and was based on a modeling system that is no longer supported. The master plan includes a new distribution system model, identification of water main and/or pumping improvements, and alternative analysis.
211-80-4020	Buffalo Creek Booster Station					40,000	The Buffalo Creek Booster Station provides flow and pressure to the northwest area of town, such as Buffalo Creek and planned future developments. The station was not constructed with VFDs or adequate control systems, which impacts operation and consistent performance.
211-80-4079	Reservoir Management Project			100,000			This project is the starting point for a Reservoir Management Program. With the new plant coming online in 2024, Staff is looking to operate the plant for more than a year to determine the best multi-barrier approach to treating and delivering the highest quality drinking water possible. Needs may include additional water quality testing, data collection, and/or in-situ chemical or physical treatment.
211-80-5013	Automated Metering Infrastructure		228,600	228,600	228,600		Aligned with the 2018 Municipal Water Efficiency Plan, the Town aims to upgrade 1,300 residential meters to advanced metering for improved efficiency leak detection. A \$500,000 WaterSmart grant application is pending in 2023. If granted, project costs will total \$200,000; otherwise, it will extend over multiple years.
211-80-5030	Rehabilitation of Existing Potable Water Tanks	1,155,112					Re-coating the exterior of water storage tanks that are badly deteriorated.
211-80-5032	Pre-Treatment Facility Site Improvements	65,000					Miscellaneous improvements to the Pre-treatment site, including fencing, grading, drainage, and access.
Future	Water Treatment Plant Covered Equipment Storage		65,000				This storage facility will provide a secure, climate-protected place to store equipment.
Future	Water Treatment Plant Admin Building Design Alternatives		50,000	50,000			Planning and design.
Future	Water Treatment Plant Admin Building Construction			600,000	600,000		
Future	Water Oversizing Reimbursement Saddleback Subdivision			100,000	100,000	101,183	Required by the Development Agreement for Saddleback, as executed in 2018.
New CIP	SCADA Telemetry System Upgrade	40,000					Telemetry system upgrade to replace the existing point-to-point ethernet system at the WTP and various remote sites. This upgrade will greatly improve remote communications between remote sites and the main treatment facility.
New CIP	Programmable logic controllers (PLC) Upgrades	105,000					This project would replace and upgrade four programmable logic controllers (PLC) across multiple sites for the Water Treatment Facility. The current PLCs are beyond their useful life and no longer serviceable. Replacement of these PLCs were not include in the expansion project.
New Equip.	Front End Loader		225,000				
TOTAL:		\$16,504,459	\$753,600	\$1,078,600	\$928,600	\$141,183	

Sewer Fund

Capital Projects | Five Year Summary

GL	Project Name	2024	2025	2026	2027	2028	Description
211-80-4061	Water Reclamation Facility Engineering	944,326					Engineering cost associated with the expansion of the Water Reclamation Facility.
211-80-4062	Collection System Improvements				200,000	200,000	Programmed funding for wastewater collection system improvements as per the Collection Masterplan
211-80-4083	Water Reclamation Facility Construction	19,759,011					Construction cost associated with the expansion of the Water Reclamation Facility.
211-80-4084	Water Reclamation Facility Risk & Resiliency Assessment and Emergency Response Plan		85,000				Evaluate the town's wastewater system for risk and create an updated emergency response plan.
211-80-4089	Viewpoint Lift Station	60,000	107,500	1,220,000			Improvements needed at the lift station to increase capacity, operational efficiency, and reliability.
211-80-4091	Sewer Oversizing Reimbursement Sage Meadows 1st Development Agreement	30,520	48,130				The Town required the developer to oversize a sanitary sewer line within the project to accommodate future development.
Future	Sewer Oversizing Reimbursement Saddleback Development Agreement			96,000	96,000	96,030	Required by the Development Agreement for Saddleback, as executed in 2018.
Future	Orbal System Rehabilitation	831,600	1,247,400				Project to rehabilitate the orbal system. This project must be carefully timed so as to maintain operations as new expansion comes online.
New CIP	Roof Replacement for Existing Buildings	70,000	80,000	90,000			Address failing roof systems for the RAS/WAS, Lab, and Dewatering buildings
New Equip.	Gator with Plow	35,000					Additional site area and facilities require frequent snow removal to ensure adequate access and safety.
TOTAL:		\$21,730,457	\$1,568,030	\$1,406,000	\$296,000	\$296,030	

Street Fund

Capital Projects | Five Year Summary

GL	Project Name	2024	2025	2026	2027	2028	Description
211-80-4006	Old Town Street Repairs	530,250					Multi-year repair plan developed in 2016 to rehabilitate selected streets, curb/gutter and sidewalk in the Old Town area.
211-80-4007	Pavement Preventive Maintenance	108,045	118,850	130,734	143,808	158,189	Preventive maintenance for town streets, including crack seal, overlays, and other measures to lengthen lifespan of existing pavements.
211-80-4009	Pavement Condition Assessment	75,000					The Pavement Condition Assessment will evaluate Wellington streets and provide conceptual long-range planning information to prioritize, schedule and budget on-going street maintenance and repair.
211-80-4070	HWY 1 Intersection Improvements		100,000	150,000			Funding to support intersection improvements near PSD Middle/High School.
211-80-4076	Epoxy Street Striping		120,000				Contracted service to provide street lane striping with superior epoxy based materials.
211-80-5022	Cleveland Ave Improvements	1,174,000	929,714				Street improvements including ADA, sidewalk, drainage on Cleveland Ave.
211-80-5023	Street/Sidewalk Safety Improvements	0	324,086				Various sidewalk and accesibility improvements as funded with the HSIP grant.
211-80-5024	Transportation Master Plan	100,000					Strategic document that outlines goals, policies, and projects aimed at improving town's transportation system and infrastruture.
211-80-5025	Railroad/Road Improvements Sage Meadows Development Agreement	208,800	24,000	37,800			The Town partnered with developer to design and improve the railroad crossing at G.W. Bush.
Future	Street Rehabilitation		630,000	661,500	694,575	729,304	Multi-year rehabilitation plan as informed by the Paving Condition Assessment to repair town streets.
Future	Road Off-site Improvement/Saddleback			60,000	60,000	63,600	
New CIP	Old Town Sidewalk Pedestrian Improvements			577,250	577,250	577,250	
New Equip.	Vehicle Replacement	60,000		64,000		68,000	The goal of the vehicle replacement plan is to remove older vehicles in poor condition from the Town's fleet and replace those with more reliable new vehicles. These are anticipated to cost approximately \$60,000 in 2024 with price increases in future years.
New Equip.	Snow Material Storage Facility	48,000					
New Equip.	Liquid De-icing Equipment	18,000					
New Equip.	Street Striping Equipment		60,000				
New Equip.	Air Conditioner Recharge System		16,000				
New Equip.	Shop Air Conditioner	6,500					
TOTAL:		\$2,328,595	\$2,322,650	\$1,681,284	\$1,475,633	\$1,596,343	

Drainage Fund
Capital Projects | Five Year Summary

GL	Project Name	2024	2025	2026	2027	2028	Description
211-80-4038	Old Town Streets Repair	69,615					Multi-year repair plan developed to rehabilitate selected streets, curb/gutter and sidewalk in the Old Town area. This is the last project in a planned 6-year plan.
211-80-4039	Storm Drain & Pan Replacement	38,933	40,879	42,923	45,070		Address failing storm drainage appurtenances and identifies repairs such as pans.
211-80-4065	B-Dams Improvements	113,534	93,534	93,534	93,534	93,534	Cost share of flood early warning system, emergency response plan, and ongoing maintenance at B-Dams.
SDF231	Regional Drainage Improvements		1,000,000	1,100,000	1,200,000	1,300,000	Future projects as proposed by the Stormwater Masterplan
211-80-5027	Box Elder Creek LOMR	6,000					Prepare a Letter of Map Revision (LOMR) to modify the results of the Box Elder Creek floodplain restudy (RiskMap).
211-80-5028	Outfall for Cleveland Ave Improvements	646,000	100,000				As part of the larger Cleveland Avenue Improvement project, this storm drainage improvement is intended to reduce flooding of Cleveland Avenue.
Future	Street Rehabilitation		94,500	99,225	104,186	109,395	Various street repair and rehabilitation project throughout town.
Future	Stormwater Off-site Reimbursement -Saddleback			20,000	20,000	21,200	Required by the Development Agreement for Saddleback, as executed in 2018.
Future	Clark Reservoir Dredging					2,000,000	Project required by Boxelder Stormwater Authority.
TOTAL:		\$874,082	\$1,328,913	\$1,355,682	\$1,462,790	\$3,524,129	

Water Source Development
Capital Projects | Five Year Summary

GL	Project Name	2024	2025	2026	2027	2028	Description
211-80-5035	Water Source Development Plan	150,000					
211-80-5036	Water Purchase	2,500,000					Purchase of water shares.
TOTAL:		\$2,650,000	\$0	\$0	\$0	\$0	

Parks Fund
Capital Projects | Five Year Summary

GL	Project Name	2024	2025	2026	2027	2028	Description
211-80-4042	Parks Master Plan			80,000			Blueprint that guides the development and management of town's parks and recreational spaces.
211-80-4068	Replace Soft Trails	20,000					Replaces soft trails with concrete trails.
211-80-4077	Playground at Viewpointe Park		250,000				Replacement of playground at Viewpointe Park.
	Pour & Place Viewpointe Park		65,000				Add pour & place to Viewpointe Playground.
	Shade Structure		15,000				Shade structure at Viewpointe Park.
New CIP	WCP poured in place Border Replacement	10,000					Noted on CIRSA assessment
New CIP	Park Meadows Solar	15,000					This would include 3 lights for the Park.
New CIP	ADA Fishing Pier	50,000					PROST / community request. Seeking Grant Funding.
Future	ADA Bridge across Boxelder Creek		40,000				ADA access for public use and disc golfers at Griffin Greens.
New Equip.	Parks Truck		\$60,000				Replacement of aging parks truck.
New Equip.	Recreation Truck		\$60,000				Replacement of aging recreation vehicle.
New Equip.	Wellville Pump		\$80,000				
New Equip.	Used Groundmaster Mower	\$80,000					Added Harvest Park. Will create more efficiency.
TOTAL:		\$175,000	\$570,000	\$80,000	\$0	\$0	

General Fund
Capital Projects | Five Year Summary

GL	Project Name	2024	2025	2026	2027	2028	Description
211-80-4000	Downtown Master Plan			25,000	60,000		Strategy that outlines vision/guidelines for development and revitalization in downtown.
	Elevator in Muni Building	85,000					Installation of ADA Lift in Municipal Services Building.
211-80-4003	Town Hall/ Board Chambers Design		150,000				Planning and design effort to develop a strategy to support additional workspace needed for staff and public services.
211-80-4003	Town Hall/ Board Chambers Construction			350,000	5,000,000		Construction of a functional and efficient space that meets the needs of the community and organization.
211-80-4005	Community Center Feasibility Study		50,000				Comprehensive evaluation that assesses the viability and potential of a rec center considering factors of market demand, financial feasibility, and community support.
	Housing Needs Assessment	70,000					Detailed analysis that identifies and evaluations the current and future housing demands, trends, and challenges.
2100-80-4054	Tract F	75,000					Stormwater detention pond improvements on 12.5 parcel along I-25 frontage road.
	ADA Community Improvements	20,000	20,000	20,000	20,000	20,000	As needed funding source to make ADA infrastructure improvements.
	6th Street						
	Undergrounding/Lights Bonfire			75,000			
	Subdivision DA						
	Cemetery Mapping		\$20,000				
TOTAL:		\$250,000	\$240,000	\$470,000	\$5,080,000	\$20,000	

Glossary

ANNUAL BUDGET: A budget applicable to a single fiscal year.

APPROPRIATION: A legal authorization made by the Board of Trustees to make expenditures for a specific purpose.

ASSESSED VALUATION: The estimated value placed on real and personal property by the appraiser for the county as the basis for levying property taxes.

ASSETS: Property owned that is regarded as having value.

AUDIT: An official systemic inspection of an organization's accounts and of resource utilization.

BALANCED BUDGET: A balance between total estimated expenditures and total anticipated revenues, including surpluses.

BENEFITS: The Town offers various insurance and retirement benefit plans to eligible employees.

BOND: A debt instrument that is generally used to borrow money for major capital projects, such as the construction of a building.

BUDGET: A financial plan of estimated expenditures for a given period of time and the estimated revenues that will fund them.

CAPITAL PROJECTS: Expenditures for the acquisition of capital assets. Capital items must cost more than \$10,000 and have an expected life of greater than one year.

PROFESSIONAL SERVICES: Services that are handled through a contract-type arrangement. This includes legal fees, engineering design services, architectural services, infrastructure maintenance services, etc.

CPI: Consumer price index.

DEBT: A financial obligation resulting from borrowed money.

DEBT SERVICE: Payment of interest and principal due on long-term debt.

DEPARTMENT: Major unit of organization in the town.

DEPRECIATION: The decrease in value of physical assets due to wear and tear, deterioration, action of physical elements or obsolescence.

DIVISION: Sub-unit of a department.

DOLA: Department of Local Affairs.

DUES & SUBSCRIPTION: Fees paid in exchange for membership to a professional organization or access to a subscription.

EOY: End-of-Year

ENTERPRISE FUNDS: Funds that are self-supporting with the major revenue coming from user's fees.

EXPENDITURES: Payment for goods or services, including operational expenses that require the current or future use of net current assets, debt and capital projects.

FISCAL YEAR: The 12-month period to which the budget applies. The Town of Wellington's fiscal year begins January 1 and ends December 31.

FULL-TIME EQUIVALENT: Commonly referred to as FTE, an agency generally considers a full-time equivalent employee to be valued at 2,080 annual working hours.

FUND: An independent fiscal and accounting entity with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

FUND BALANCE: On-hand available cash balances which are realized in prior fiscal years less current liabilities and are available for designation as a funding source for future budget years.

GENERAL FUND: Accounts for resources not accounted for in another fund.

GIS: Geographic information system.

GOVERNMENTAL FINANCE OFFICERS ASSOCIATIONS (GFOA): A professional association of approximately 17,500 state, provincial and local government finance officers in the United States and Canada.

GRANT: Money given by an organization, often a government, to be used for a specific purpose.

IT: Information technology.

LCISO: Larimer County Sheriff's Office.

LEVY: To impose taxes, special assessments, or service charges for the support of town activities.

ON-CALL STIPEND: On-call is defined as time spent by a designated position(s)/employee(s) who is required to carry the assigned on-call device (phone, iPad, SCADA alert device or any necessary equipment as defined by department) and who must be available to monitor the status of facilities, correct any issues remotely, or report to work to handle issues and emergencies that occur during off-hours. On-call pay for on-call time is a flat rate stipend of \$200 for 1 week of on-call duty.

MILL: A property tax rate which is based on the valuation of property. A tax rate of one mill produces one dollar of taxes on each \$1,000 of assessed valuation.

WAGES & SALARIES: Salaries, wages for staff.

WTP: Water Treatment Plant

PROJECTION: Estimation of future revenues and/or expenditures.

PROPERTY TAX: Property taxes are levied on both real and personal property according to the property's assessed valuation and the tax rate applied.

REVENUE: Monies that the town receives as income such as tax payments, fines, grants and interest income.

ROLLOVER: Annual rollover process for capital improvement projects that were budgeted in the prior year budget.

R&M: Repairs and maintenance.

SEASONAL: An employee hired into a work assignment, which has a specified time period, normally less than six (6) months. A seasonal employee will not be eligible for any employee benefits provided by the Town, except as otherwise provided by applicable law or regulation.

SPECIAL REVENUE FUNDS: A fund that is used to account for resources which are restricted for a specific purpose.

SRF: State Revolving Fund Loan

TABOR: The Taxpayers' Bill of Rights is an amendment to the Colorado Constitution enacted by voters in 1992 that limits the amount of revenue that governments in Colorado can retain and spend.

TRANSFERS: Amounts transferred from one fund to another.

Strategic Goals & Objectives Matrix						
2023 Q4 Update						
Strategic Plan Priority	Benchmark Goal	Project/ Operations	Details	Dept.	Timeline	Status
Administration / Communications / Human Resources						
Fiscal Responsibility	Apply for \$100K in grant funding	Secure grant funding	Applied for COSORG grant. Grant was not awarded.	Admin	Q1	Completed
Organizational Strength	Retain, attract and support Town staff	Trainings Completed/Employee Engagement underway	First round of staff trainings completed - 3 new hires in Q3 - 3 all staff meetings YTD	Human Resources	Ongoing	In Progress
Planning and Development	Community gathering space inventory by 2nd quarter 2023	Creating inventory	In the process of gathering data.	Admin	Q4	Delayed
Fiscal Responsibility	Business retention meetings	Retention meetings	Meetings scheduled to start January 2024	Admin	Q1	In Progress
Communication	Promote inclusive language and improve access to local government	Website Redesign	Website redesign successfully launched.	Admin	Q4	Completed
Communication	Host four community town halls	Town Hall	Emergency Preparedness, Hosted National Night Out, Budget BOO- nanza, planning spring 2024 Event	Admin	Ongoing	Completed
Communication	Resiliency Plan Draft by 4th quarter 2023	Resiliency Plan	Met with LCOEM to begin planning a tabletop exercise. Met with the Colorado Resiliency Office's (CRO) to discuss resources of funding sources for plan development,	Admin	Ongoing	In Progress
Communication	Host joint work session with Senior Center in 2023	Meeting held September 5, 2023.	Request for transportation funding support for 2023 and 2024.	Admin	Q3	Completed

Appendix 1

Strategic Plan Priority	Benchmark Goal	Project/ Operations	Details	Dept.	Timeline	Status
Communication	Brand guide to refine small town feel		Identifying opportunities to strengthen brand and affiliation (photo shoot, language guide, etc.)	Admin		In Progress
Clerk						
Communication	Improve access to local government	Develop and implement a records management policy (physical/digital)	Initial assessment of physical record keeping systems complete. Records policies will implement a distributed records management system.	Clerk	~3 years	In Progress
Communication	Improve access to local government	Streamline systems/processes for Town Court and Cemetery efforts	Assessments of S/P implemented in neighboring communities is ongoing	Clerk	Ongoing	In Progress
Communication	Improve access to local government	Set conditions for 2024 election	Initial planning efforts ongoing	Clerk	Ongoing	Completed
Communication	Improve access to local government	Conduct comprehensive Municipal Code Audit	Initial coordinating efforts conducted: Ch. 10 prioritized for 23Q3, administrative cleanup topics prioritized for 23Q4	Clerk	Ongoing	In Progress
Communication	Improve access to local government	Conduct auxiliary audits for: Historical Ordinances and Resolutions, Liquor Licenses, Fee schedule, Town website	Initial planning efforts ongoing	Clerk	Ongoing	In Progress
Finance						
Fiscal Responsibility	Implement utility rate structure to align with community pricing objectives	Implement utility rate structure to align with community pricing objectives	A full audit of revenue YTD will be done in August. Board is scheduled to discuss utility rates this fall.	Finance/Public Works	Fall 2023	Completed
Fiscal Responsibility	Successfully execute \$5.6M in current grant funding		Continued efforts on grant funding projects and project reporting.	Admin/Finance		In Progress

Appendix 1

Strategic Plan Priority	Benchmark Goal	Project/ Operations	Details	Dept.	Timeline	Status
Fiscal Responsibility	Maintain financial transparency and increase operational efficiency.	Onboarded new staff	Hired BakerTilly to assist with financial operations. Continue to training new staff member in finance.	Finance		In Progress
Fiscal Responsibility	Collect marijuana tax	Marijuana Tax Discussion	Marijuana Tax Discussion has been completed with the Finance Committee and a board recommendation has been made.	Finance		In Progress
Fiscal Responsibility	Created balance budget in 2024	2024 Budget	Waiting for 2024 Budget Adoption on Dec 12	Finance/Admin		In Progress
Fiscal Responsibility	Public accurate and timely monthly expenditure reports	Reporting	Continual effort to update financial statements as the audit work continues and monthly reconciliations are being made.	Finance		In Progress
Fiscal Responsibility	Evaluate and update fees to capture trust cost of service	Utility Fees	Staff is preparing for utility service fees to be discussed this fall with the Board of Trustees.	Public Works/Finance/Administration		In Progress
Fiscal Responsibility	Add monthly financials to the website	Monthly financial accessible to public	Continual effort to update financial statements as the audit work continues and monthly reconciliations are being made.	Finance		In Progress
Fiscal Responsibility	Place tools to inform community with financial understanding on the website		Town staff is working to recreate the 2024 Budget with more information and background on the budget process.	Administration/Finance		In Progress
Fiscal Responsibility	Host Budget Boo-nanza		Planned for October 17	Administration		Completed

Appendix 1

Strategic Plan Priority	Benchmark Goal	Project/ Operations	Details	Dept.	Timeline	Status
Parks and Recreation						
Planning and Development	Complete Parks Master Plan	Parks and Recreation Master Plan	Applied for funding. Did not receive award.	Administration/Parks	Ongoing	In Progress
Fiscal Responsibility	Maintain financial transparency and increase operational efficiency.	Splash Pad Safety Upgrades	Drastically reduced overall cost of splashpad safety upgrades originally earmarked for CIP in 2023 by innovation and renovation of current operation.	Parks and Recreation	Ongoing	In Progress
Fiscal Responsibility	Maintain financial transparency and increase operational efficiency.	Cost Recovery Model - Parks and Recreation	Started tracking on Trees in Park areas. Gaining pricing for ArcGIS mapping of all assets.		End FY 2023/Winter 2024	In Progress
Fiscal Responsibility	Maintain financial transparency and increase operational efficiency.	Implement Turf Tank Painter	Completely implemented and used weekly with amazing results.	Parks	Fall 2023	Completed
Infrastructure/Planning and Development	Review and develop partnerships and enhance focus on facilities and accessibility	Construct Armed Forces Memorial at WCP - Parks, Public Works, and Rec/PROST	Construction Planning and Searching for Funding. Volunteer rendering of site plan is complete. PROST is working on helping secure Architectural plans and cost for project.	Parks and Rec in Coordination with PROST	Spring 2024	In Progress
Communication	Increase engagement and communication with partner in our town	Initiate and Install "TeamSnap" - Recreation Program communication upgrade	Purchasing and Implementation	Parks and Recreation	Summer 2023	Completed
Communication	Increase engagement and communication with partner in our town	Update Park, Trail and Amenities Tri-Fold/Bike Map - Parks and Rec/PROST	Goal is to implement this in a digital form so it can be updated in real-time, as new assets across the Town are implemented	Parks and Rec in Coordination with PROST	2023	In Progress

Appendix 1

Strategic Plan Priority	Benchmark Goal	Project/ Operations	Details	Dept.	Timeline	Status
Planning and Development	Identify and promote development of community gathering spaces	Construct ADA accessible fishing access for the ponds at Wellville Park - Parks and Rec/PROST	Grant funding - grant writing is in progress and closes in early 2024	Parks/Admin	Summer 2024	In Progress
Communication	Increase engagement and communication with partner in our town	Implement Adaptable Recreation Opportunities	Plans for the first ARO and Inclusive event are under way.	Parks and Recreation - Library	Q1 2024	In Progress
Infrastructure	Inform users about wise ways to save treated drinking water	Grant funded demonstration garden	Main project is completed - minor updates to be implemented for usability and to increase community involvement	Parks/Admin	23-Sep	In Progress
Planning and Development	Development of community gathering spaces	Park dedications	Dedication of the Harvest park and takeover from Harvest Village/Hartford homes	Parks and Recreation	Q3	Completed
Library						
Communication	Increase engagement with partners in town	Engagement and Events	Creating and adding programming requested by residents	Library	On-going	In Progress
Communication	Increase engagement with partners at local, county, and state programs/departments	Local/County/State Integration	Unifying Front Range Libraries and Statewide Library Cohesion/Collaboration	Library	On-going	In Progress
Fiscal Responsibility	Pursue funding sources for the positive direction of the community	CDE grant funding/Early Literacy/Buell Private Grant Funds	Launched Early Literacy/Pre-reader Programming and software through grant funding	Library	On-going	In Progress

Appendix 1

Strategic Plan Priority	Benchmark Goal	Project/ Operations	Details	Dept.	Timeline	Status
Fiscal Responsibility	Pursue funding sources for the positive direction of the community	Youth Council	Program Development through community sourced and funded Youth Council (2 new programs developed and launched)	Library	On-going	In Progress
Fiscal Responsibility	Pursue funding sources for the positive direction of the community	AmeriCorps Digital Literacy Grant Participation	One year contact with Representative in-house for 18-20 hours weekly (Adaptive Technology funding diligence underway)	Library	On-going	In Progress
Planning and Development	Promote small town feel through responsible growth and sound financial practices	Colorado State University Pathway Project	Direct Pathway Project with CSU Admissions and Direct Departments for Wellington residents	Library	On-going	In Progress
Planning						
Planning and Development	town feel through responsible growth	Official Zoning Map	Adopted Ordinance No. 03-2023 Effective May 11, 2023	Planning		Completed
Fiscal Responsibility	attract businesses / Funding sources for positive	Marijuana Ordinance	Adopted Ordinance No. 06-2023 Effective July 19, 2023	Planning		Completed
Fiscal Responsibility	Affordability for residents	Housing Needs Assessment	Delayed due to continuances of land use applications, Planning Commission appeal, and significant annexation request	Planning	2023-2024	In Progress
Fiscal Responsibility	Funding sources for positive direction of the community	Sell 6th street property	Zoning Map approved to identify zoning of property (C-3) - Pending coordination with Boys & Girls Club	Planning	Ongoing	Delayed

Appendix 1

Strategic Plan Priority	Benchmark Goal	Project/ Operations	Details	Dept.	Timeline	Status
Planning and Development	Complete Downtown Master Plan	RFP and consultant selection	Zoning Map approved to identify zoning for surrounding properties - Pending CIP funding	Planning	2024	Delayed
Planning and Development	Options for open space and buffer from surrounding communities	IGA for Growth Management Area with Larimer County		Planning	Q4	Delayed
Planning and Development	Identify and promote development of community gathering spaces	Acquire/plan future parks and open spaces	Leverage opportunities available through development review and coordination	Planning	Ongoing	In Progress
Planning and Development	Responsible growth and sound financial practices	Development review and coordination	Monitor residential and commercial developments in the development pipeline and manage buildable lots to available infrastructure resources	Planning	Ongoing	In Progress
Infrastructure	Transportation solutions	CDOT intersection improvements at SH1 and CR9/CR62E	Coordination with CDOT and other stakeholders for design of intersection improvements	Planning	Design 2023	In Progress
Infrastructure	Transportation solutions	Transportation Master Plan and Road Impact Fee Study	Discuss deferring 2023 funding to 2024 and increasing appropriation to \$100,000	Planning	Q4	Delayed
Communication	Opportunities and partners for emergency preparedness	Renovate Old Town Hall to provide improved office space and location for LCSO operations	LCSO moved in and operating	Planning		Completed

Appendix 1

Strategic Plan Priority	Benchmark Goal	Project/ Operations	Details	Dept.	Timeline	Status
Public Works						
Water						
Infrastructure	Complete water treatment plant on time and under budget	Water Treatment Facility Expansion	Project is on track to meet benchmark goal	Public Works	2024	In Progress
Infrastructure	Complete water treatment plant on time and under budget	Property purchase from NPIC for Water Treatment Facility and expansion	Town of Wellington closed on the purchase of the NPIC property on August 30	Public Works	Q2	Completed
Infrastructure	Inform users about wise ways to save treated drinking water	Garden in a Box through Resource Central	24/25 claimed for 2023	Public Works	Q3	In Progress
Infrastructure	Inform users about wise ways to save treated drinking water	Slow the Flow program through Resource Central	10 irrigation audits completed and 3 more scheduled to be completed	Public Works	Q3	In Progress
Infrastructure	Ensure adequate current and future water resources	Update Raw Water Dedication requirements	Adopted by the Board May 9, 2023	Public Works	Q2	Completed
Infrastructure	Maintain financial transparency and increase operational efficiency.	Bulk Water Station Upgrade	Plumbing upgrades complete. Installation of new transaction matching coming Fall 2023.	Public Works	Q4	In Progress
Fiscal Responsibility	Affordability for residents	1MG & 2MG Treated Water Storage Tank Rehabilitation and Coating	Contract has been awarded, creating savings through combining two projects over winter of 2023/2024.	Public Works	2024	In Progress
Fiscal Responsibility	Affordability for residents	1MG & 2MG Treated Water Storage Tank Rehabilitation and Coating	Contract has been awarded, creating savings through combining two projects over winter of 2023/2024.	Public Works	2024	In Progress

Appendix 1

Strategic Plan Priority	Benchmark Goal	Project/ Operations	Details	Dept.	Timeline	Status
Sewer						
Infrastructure	Complete water reclamation facility plant on time and under budget	Water Reclamation Facility Expansion	Project is on track to meet benchmark goal	Public Works	2024	In progress
Infrastructure	Complete water reclamation facility plant on time and under budget	Cooling system installation for electrical room	Project complete	Public Works	Q2	Completed
Fiscal Responsibility	Grant funding	Viewpointe Lift Station Upgrade and Expansion	Grant funding secured	Public Works	2024-2025	In Progress
Streets						
Infrastructure	Develop and evaluate partnership focused on transportation; street, bridge, facilities, sidewalk and accessibility improvements	Revitalizing Main Street Project	Initiating work on IGA for Cleveland Avenue Improvements project	Public Works	On-going	In Progress
Infrastructure	Develop and evaluate partnership focused on transportation; street, bridge, facilities, sidewalk and accessibility improvements	Intersection Hwy1 @ LCR9/62E	Attending regular project team meetings with CDOT for improvements to the intersection of Hwy 1 @ LCR9/LCR62E	Public Works	On-going	In Progress
Infrastructure	Street Improvements	Old Town Streets	Old Town Streets project is underway	Public Works	Q3	In Progress
Infrastructure	Execute Safe Routes to School MOU	Safe Routes to School MOU	SRTS provided draft MOU to Town for review	Public Works	Q4	In Progress
Infrastructure	Develop and evaluate partnership focused on transportation; street, bridge, facilities, sidewalk and accessibility improvements	Transit Pilot Program	Pilot program was completed - next steps to discuss solutions with active transportation programs	Public Works	Q3	In Progress

Appendix 1

Strategic Plan Priority	Benchmark Goal	Project/ Operations	Details	Dept.	Timeline	Status
Fiscal Responsibility	Grant funding	Cleveland Avenue Improvements Project	Grant funding secured. Currently preparing IGA for project	Public Works	2025	In Progress
Drainage						
Infrastructure	Complete and present stormwater master plan	Stormwater Master Plan	Master plan process completed-final close out of FEMA grant continues.	Public Works	Q3	In Progress
Infrastructure	Improve drainage on Cleveland with grant funding	Cleveland Avenue Improvements Project	Discussions continuing with CDOT regarding design opportunities and constraints	Public Works	2025	In Progress
Fiscal Responsibility	Grant funding	Cleveland Avenue Outfall Project	Grant funding secured. Currently preparing IGA for project	Public Works	2025	In Progress

Board of Trustees Meeting

Date: December 12, 2023
Subject: Resolution No. 52-2023: A Resolution Levying General Property Taxes for the Taxable Year 2023 to Defray Costs of Government for the Town of Wellington, Colorado, for the Calendar year Beginning January 1, 2024, and Ending December 31, 2024

- **Presentation: Don Rhoads, Town Treasurer & Finance Director**

BACKGROUND / DISCUSSION

The information in the resolution is from the preliminary certification provided by Larimer County. Pursuant to SB23B-101, Larimer County has until January 3, 2024 to provide updated information which will be presented in a resolution at the January 9, 2024 Board of Trustee meeting. The budget document reflects the anticipated \$137,000 reduction in property tax based on the passage of the senate bill.

This Resolution establishes the process, figures, and terms of the Town's response to the requirements for levying property taxes in accordance with the directives of Larimer County and other applicable law.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Resolution No. 52-2023: A Resolution Levying General Property Taxes for the Taxable Year 2023 to Defray Costs of Government for the Town of Wellington, Colorado, for the Calendar year Beginning January 1, 2024, and Ending December 31, 2024
2. Approve Resolution No. 52-2023 with amendments as the Board of Trustees deems appropriate
3. Postpone consideration of Resolution No. 52-2023 to a specific date and time and provide staff direction regarding additional information or amendments
4. Vote to deny Resolution No. 52-2023

ATTACHMENTS

1. Reso 52-2023 - Levying General Property Taxes

TOWN OF WELLINGTON

RESOLUTION NO. 52-2023

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE TAXABLE YEAR 2023 TO DEFRAY COSTS OF GOVERNMENT FOR THE TOWN OF WELLINGTON, COLORADO, FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

WHEREAS, the Board of Trustees of the Town of Wellington has adopted the annual budget for the calendar year beginning January 1, 2024, and ending December 31, 2024, in accordance with the Local Government Budget Law; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from the property tax is \$2,223,390; and

WHEREAS, the 2023 valuation for assessment for the Town of Wellington as certified by Larimer County Assessor is \$178,743,531; and

WHEREAS, the Board of Trustees is required by C.R.S. 39-5-128, to certify the mill levy to the Larimer County Board of County Commissioners not later than January 10, 2024.

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

SECTION 1. That for the purpose of meeting all general operating expenses of Wellington, Colorado, during the calendar year beginning January 1, 2024 and ending December 31, 2024, there is hereby levied a tax of 12.439 mills upon each dollar of the total assessed valuation of all taxable property within the Town of Wellington for the year 2023.

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

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of December, 2023

TOWN OF WELLINGTON, COLORADO

By: _____

Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Board of Trustees Meeting

Date: December 12, 2023
Subject: **Ordinance No. 12-2023: An Emergency Ordinance Appropriating Sums of Money to Defray Expenses and Liabilities of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024**

- **Presentation: Don Rhoads, Town Treasurer & Finance Director**

BACKGROUND / DISCUSSION

The Board of Trustees has made the proper tax levy upon each dollar of the total assessed 2023 valuation of all taxable property within the limits of the town by resolution, representing the amount of taxes for the Town's purposes necessary to provide for payments during the 2024 calendar year of all property authorized demands upon the Treasury. The Town now desires to make appropriations for calendar year 2024 and is required, by state law, to adopt the annual appropriations for the Town prior to January 10, 2024.

This Ordinance authorizes a loan in the amount of \$6,000,000 from the Raw Water Reserve in the Water Fund to the Impact Fee Reserve in the same fund. The structure of loan and repayment schedule is further specified in this Ordinance over a period of 10 years beginning in 2025.

This Ordinance is proposed as an emergency ordinance in order to preserve the integrity of the Town's Water Fund, and by extension, the public peace, health, and safety of the Town.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Ordinance No. 12-2023: An Emergency Ordinance Appropriating Sums of Money to Defray Expenses and Liabilities of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024
2. Approve Ordinance No. 12-2023 with amendments as the Board of Trustees deems appropriate
3. Postpone consideration of Ordinance No. 12-2023 to a specific date and time and provide staff direction regarding additional information or amendments
4. Vote to deny Ordinance No. 12-2023

ATTACHMENTS

1. Ord 12-2023_2024 Appropriations

TOWN OF WELLINGTON

ORDINANCE NO. 12-2023

AN EMERGENCY ORDINANCE APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES OF THE TOWN OF WELLINGTON, COLORADO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING ON DECEMBER 31, 2024

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado has by resolution made the proper tax levy upon each dollar of the total assessed 2023 valuation of all taxable property within the limits of the Town, such levy representing the amount of taxes for the Town's purposes necessary to provide for payments during the 2024 calendar year of all properly authorized demands upon the Treasury; and

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, is now desirous of making appropriations for calendar year 2024; and

WHEREAS, the Board of Trustees is required by state law to adopt the annual appropriations for the Town prior to January 10, 2024; and

WHEREAS, the Board of Trustees authorizes a loan in the amount of \$6,000,000 from the Raw Water Reserve in the Water Fund to the Impact Fee Reserve in the same Fund.

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

The following appropriations are hereby made for the Town of Wellington, Larimer County, Colorado, for the calendar year beginning January 1, 2024, and ending December 31, 2024.

General Fund	\$ 8,984,405
Street Fund	1,326,304
Water Fund	6,923,824
Sewer Fund	4,312,769
Storm Drainage Fund	663,914
Park Fund	1,876,713
Capital Projects Fund	<u>44,512,593</u>
Total	\$68,600,522

A loan is hereby authorized in the amount of \$6,000,000 from the Raw Water Reserve in the Water Fund to the Impact Fee Reserve in the same Fund, to be repaid without interest in equal payments of \$600,000 annually over a period of ten years starting in 2025.

In accordance with C.R.S. § 31-16-105, the Board of Trustees hereby determines that this Ordinance is necessary for the immediate preservation of the public peace, health or safety. As

an emergency ordinance, this Ordinance shall take effect upon adoption, shall be authenticated and shall be numbered and recorded in the official records of the Town as required by C.R.S. § 31-16-105.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 12th day of December, 2024

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Board of Trustees Meeting

Date: December 12, 2023
Subject: Resolution No. 53-2023: A Resolution Considering the 2024 Statement of Work and Budget Agreement By and Between the County of Larimer and the Town of Wellington

- **Presentation: Larimer County Sheriff's Office**

BACKGROUND / DISCUSSION

The Larimer County Sheriff's Office presented their draft budget to the Board of Trustees at the September 19, 2023 work session. The budget that was presented is included in the Statement of Work document which identifies a 2024 budget of \$1,979,620 and includes the addition of a .5 Investigation position. This amount has been included in the 2024 Town of Wellington proposed budget. The power point from the September presentation is included with the packet for Trustee use.

STAFF RECOMMENDATION

1. Approve Resolution No. 53-2023 - A Resolution Considering the 2024 Statement of Work and Budget Agreement By and Between County of Larimer and Town of Wellington
2. Approve Resolution No. 53-2023 with amendments as the Board of Trustees deems appropriate
3. Postpone consideration of Resolution No. 53-2023 to a specific date and time and provide staff direction regarding additional information or amendments
4. Vote to deny Resolution No. 53-2023

ATTACHMENTS

1. Reso 53-2023 - LCSO Contract
2. 2024_Wellington Contract
3. 2024_Wellington Budget Presentation_09.2023

TOWN OF WELLINGTON

RESOLUTION NO. 53-2023

A RESOLUTION OF THE WELLINGTON BOARD OF TRUSTEES CONSIDERING THE 2024 STATEMENT OF WORK AND BUDGET AGREEMENT BETWEEN THE COUNTY OF LARIMER AND THE TOWN OF WELLINGTON

WHEREAS, the Larimer County Sheriff's Office presented a draft budget and Statement of Work for 2024 to the Board of Trustees on September 19, 2023; and

WHEREAS, the budget identifies a budget of \$1,979,620 and includes the addition of a 0.5 Full Time Equivalent Investigator position; and

WHEREAS, the Board of Trustees desires to approve and memorialize the terms of this Statement of Work and Budget with Larimer County Sheriff's Office for 2024.

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

1. The Statement of Work and budget are hereby approved.
2. A copy of the Statement of Work and Budget are attached hereto.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of December, 2023.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

ATTACHMENT A

2024 STATEMENT OF WORK AND BUDGET AGREEMENT BY AND BETWEEN COUNTY OF LARIMER AND TOWN OF WELLINGTON

This 2024 Statement of Work and Budget Agreement, Pursuant to the Municipal Law Enforcement Services Agreement between the Town of Wellington and Larimer County (currently in effect through 2025), will be in effect from January 1, 2024 through December 31, 2024, unless superseded by a new agreement.

1.0 SCOPE OF WORK

The County, through the Sheriff's Office, will provide the services of one (1) full-time sworn sergeant, one (1) full-time sworn corporal, six (6) full-time sworn deputies, one (1) full-time sworn investigator, one (1) full-time sworn desk deputy and one (1) full-time sworn School Resource Officer to assist the Town with law enforcement activities as more specifically described below.

2.0 SUPERVISORS

The Sergeant will be responsible for the supervision of law enforcement and public safety operations for the Town. The Sergeant will work closely with the Town Administrator to exchange information, ensure the Sheriff is meeting expectations and is in compliance with this agreement, and to determine the needs of the Town and define priorities and goals for the Town's law enforcement activities. The Sergeant will also ensure the Town receives timely monthly reports as required under Section 1.8 of the Municipal Law Enforcement Services Agreement.

The Corporal will assist the Sergeant with the supervision of the deputies working in Wellington and will assume the duties of the Sergeant when the Sergeant is unavailable.

Further, the supervisors will supplement Town patrol coverage by performing general law enforcement duties and will cover for vacancies when practical and appropriate.

3.0 PATROL DEPUTIES

Six (6) sworn deputies will work a combined average of thirty hours per day, which will provide 24-hour coverage for the town. The actual time periods during each day spent in providing patrol services shall be dependent upon several factors including, but not limited to, the day of the week, the time of the month, school day versus non-school day, holiday, etc. These times will not include travel time to and from Wellington. The County is allowed to use flexible scheduling to prevent the development of patrol hour patterns. The supervisors will supplement this coverage and will fill in for vacancies, when practical. When vacancies are not able to be covered with contract deputies or a supervisor, and during the hours outside of this agreement, calls for service will be handled by regular on-duty Sheriff's deputies in the same manner and level as they cover unincorporated areas of the County.

Contracted patrol services shall include, but not be limited to, the following: enforcement of Colorado state statutes and county and municipal ordinances; general traffic enforcement; business checks by foot patrol or by vehicle; vacation checks of private residences (as requested); development and maintenance of crime prevention programs for commercial and residential use; investigation of traffic accidents; and investigation of criminal offenses.

4.0 DESK DEPUTY

The Desk Deputy is expected to work normal business hours and be in the office most of the time. Duties include being available in the office to answer citizen and town employee questions, take walk-in and phone reports, VIN checks, and other duties as appropriate for the position. The Desk Deputy may be required to work outside normal business hours and days in order to meet the needs of the Town and the Sheriff's Office.

5.0 INVESTIGATOR

The Sheriff's office will assign Investigators out of the Investigations Unit to work on town specific cases (averaging 160 hours per month). The Investigator will be expected to spend time in the town and assist with crime prevention efforts as needed.

6.0 SCHOOL RESOURCE OFFICER

The School Resource Officer's primary function, during the school year, will be working in the Wellington Schools to provide law enforcement services and security within the schools. During the summer and non-school days, the School Resource Officer(s) will supplement Town patrol coverage by performing general law enforcement duties and will cover for vacancies when practical and appropriate.

7.0 CONTRACT WORK HOURS

In general, full-time sworn positions provide 171 hours of service. Patrol training, court, and benefit time are included in the monthly hours.

From January 1, 2024, through December 31, 2024, the Larimer County Sheriff's Office will provide 342 hours of supervisor time, 1026 hours of general patrol service, 160 hours of investigative services, 171 hours of Desk Deputy time, and 171 hours of School Resource services per month within the corporate limits of the Town.

Extra hours worked in any month will be applied to any month where the number of hours worked does not total the contract requirement.

8.0 CHANGES TO LEVEL OF SERVICE

Changes to the level of services requested, including temporary or emergency staffing needs will be provided as set forth in Section 2 of the Municipal Law Enforcement Services Agreement.

9.0 BUDGET/COSTS FOR SERVICES PROVIDED (For 2024 Calendar year)

COSTS FOR WELLINGTON 2024

POSITION	SGT	CPL	PATROL DEPUTIES (6)	DESK DEPUTY	SRO ***	INVEST	OTHER	TOTAL	ADD'L CID	ADD'L CPL	TOTAL WITH NEW POSITIONS
Salary (Wages + Full Benefits)	155,258	140,911	781,357	119,751	80,243	140,911	-	1,418,431	130,226	140,911	1,689,568
Overtime	5,000	5,000	30,000	500	5,000	5,000	-	50,500	5,000	5,000	60,500
Vehicle - fully equipped w/o radio	-	-	-	-	-	-	-	0	70,000	70,000	140,000
Vehicle Lease (fuel, maintenance, etc.)	11,805	11,455	75,566	-	5,872	11,455	-	116,154	12,594	11,455	140,203
Equipment / Clothing	-	-	-	-	-	-	-	0	12,947	12,947	25,894
Equipment Replacement Costs**	5,160	5,160	30,958	4,035	2,580	4,698	-	52,591	5,160	5,160	62,910
Administrative Costs (Computer, Network, Cell Phone, etc.)	4,945	4,945	29,670	3,651	2,473	5,290	4,680	55,654	4,945	4,945	65,545
LCSO Overhead Costs	5,390	5,390	32,339	5,390	2,695	5,390	-	56,593	5,390	5,390	67,372
LCSO Insurance Costs	5,529	5,529	33,176	5,529	2,765	5,529	-	58,057	5,529	5,529	69,116
Office Space – trash and cleaning	-	-	-	-	-	-	8,580	8,580	-	-	8,580
Copy Machine Rental	-	-	-	-	-	-	1,911	1,911	-	-	1,911
Bicycle Maintenance	-	-	-	-	-	-	300	300	-	-	300
Plus factor of 3% to cover unknown	-	-	-	-	-	-	-	0	7,554	7,840	15,394
*Larimer County Indirect Cost (11.34% of salary and benefits)	17,606	15,979	88,606	13,580	9,100	15,979	0	160,850	14,768	15,979	191,597
TOTAL with Larimer County Indirect Costs	210,693	194,369	1,101,672	152,436	110,727	194,253	15,471	1,979,620	274,113	285,156	2,538,889

CID = Community Impact Deputy

*Larimer County 2024 indirect costs are currently 11.34% of salary and benefits. All indirect costs go back to Larimer County.

**Equipment replacement costs include cost of AXON (body worn cameras).

***This cost is Wellington's share of the SRO position. Poudre School District covers 50% of the costs for the SRO for the school year. Wellington covers the other half, plus the costs for the summer months.

Quarterly Payments	
Jan – Mar	\$494,905.03
Apr – Jun	\$494,905.03
Jul – Sept	\$494,905.03
Oct – Dec	\$494,905.03

Quarterly Payments	
Jan – Mar	\$634,722.27
Apr – Jun	\$634,722.27
Jul – Sept	\$634,722.27
Oct – Dec	\$634,722.27

**2024 STATEMENT OF WORK AND BUDGET AGREEMENT
BY AND BETWEEN
COUNTY OF LARIMER AND TOWN OF WELLINGTON**

IN WITNESS WHEREOF, the Town of Wellington, by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Larimer, by the Board of County Commissioners, has caused these presents to be subscribed by the Larimer County Sheriff and the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Deputy Clerk of said Board, all on the day and year first above written.

TOWN OF WELLINGTON

ATTEST

Mayor Date

Town Clerk Date
(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY

ATTEST

Chair Date

Deputy Clerk Date
(SEAL)

SHERIFF

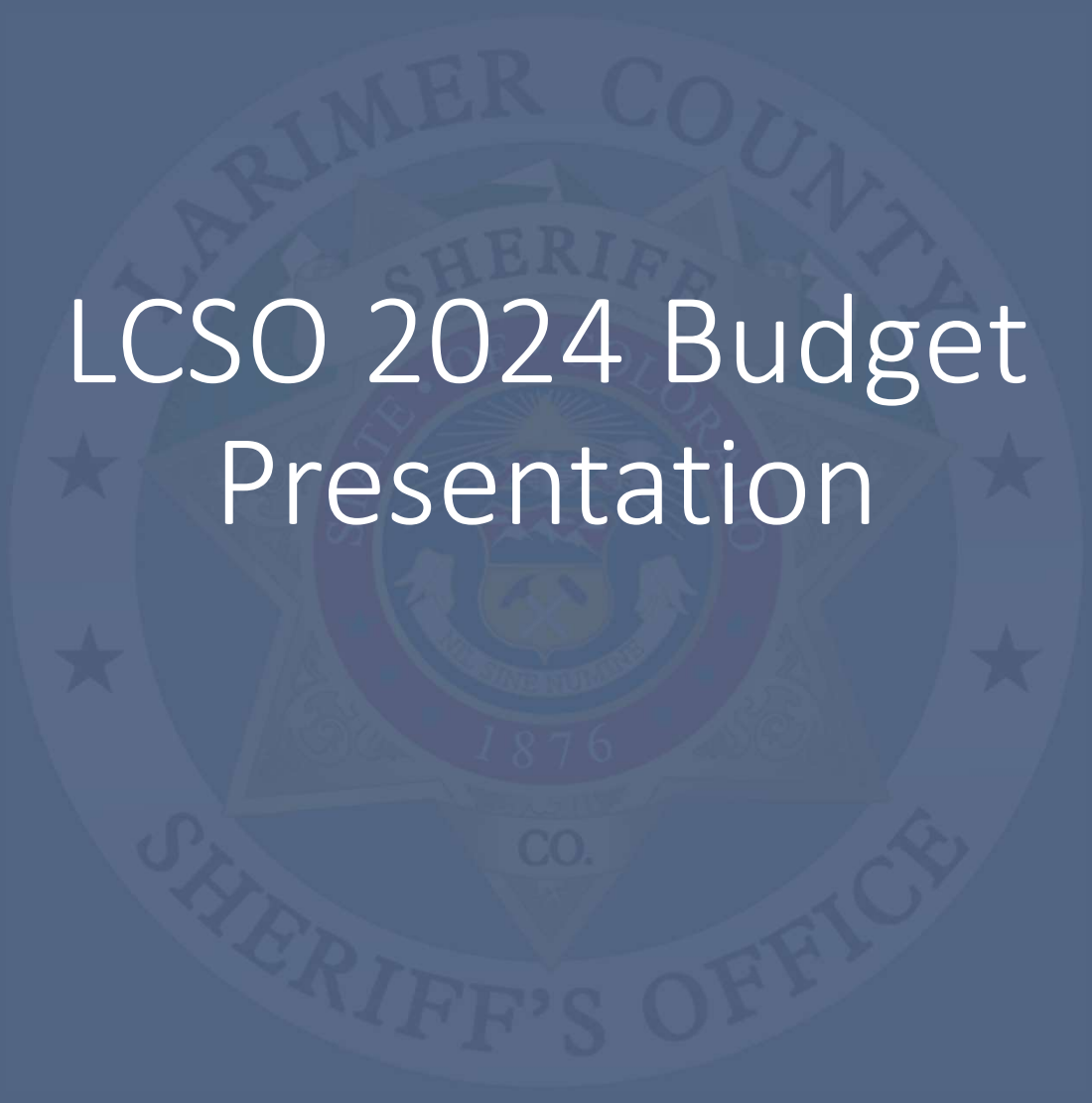
APPROVED AS TO FORM

 12/6/2023

Larimer County Sheriff Date

 12/5/2023

Deputy County Attorney Date

The background features a large, faint, circular seal of the Larimer County Sheriff's Office. The seal contains a five-pointed star in the center, with the words "SHERIFF'S OFFICE" and "LARIMER COUNTY" around the perimeter. The year "1876" is visible at the bottom of the star, and "CO." is at the very bottom. There are also five stars around the inner circle of the seal.

LCSO 2024 Budget Presentation

2023 / 2024 Comparison

	2023	2024	Change
Salary	\$1,315,270	\$1,418,431	\$103,161
Overtime	\$47,500	\$50,500	\$3,000
Vehicle Lease	\$97,079	\$116,154	\$19,075
Equipment Replacement	\$43,818	\$52,591	\$8,773
Administrative Costs	\$39,222	\$55,654	\$16,432
LC SO Overhead Costs	\$49,828	\$56,593	\$6,765
Insurance	\$46,585	\$58,057	\$58,057
Office Space	\$480	\$8,580	\$8,100
Copy Machine Rental	\$2,480	\$1,911	(\$569)
Bike Service	\$300	\$300	\$0
LC Indirect Costs	\$142,575	\$160,850	\$18,275
Total	\$1,785,138	\$1,979,620	\$194,482

Personnel Change from 2023

- Addition of 0.5 Investigation FTE
- 34 Total Cases
 - 9 Sexual Assaults
 - 7 Death Investigations
 - 4 Fraud/Forgery
 - 2 Robbery
 - 2 Missing Persons
 - Child Abuse, DV, Theft, Animal Cruelty
- Accounts for \$97,126.50 of the contract increase

Administrative vs Overhead Costs

Administrative Costs

- “Things”
 - Cell Phones
 - Cell Phone Apps
 - Computer Hardware
 - Computer Software

LCISO Overhead Costs

- “Time” to support deputies
 - Records
 - Training
 - Fiscal
 - PIO
 - HR

Cost Reduction Proposals

Eliminate Desk Deputy Position

- Reduction in:
 - Walk-in service for “cold” calls
 - VIN checks
 - More cases, particularly frauds, would be referred to investigations
 - Delay in background checks for town licenses
- Potential Savings = \$152,436

Eliminate Midnight Shift Coverage

- Coverage gap from 0230 – 0700
- Response to life threatening calls would continue from other districts in the County
- Non-life threat calls and proactive patrols would cease
- Potential Savings = \$367,223



Board of Trustees Meeting

Date: December 12, 2023

Subject: Resolution No. 54-2023: A Resolution of the Town of Wellington, Colorado, Approving a Professional Services Agreement with Hinkle & Company, P.C. to Provide Independent Professional Auditing Services to the Town

- **Presentation: Don Rhoads, Treasurer & Finance Director**

BACKGROUND / DISCUSSION

The Town currently contracts with the audit firm of Mayberry & Company, LLC for the audit of the Town's financial records for the years 2021 and 2022. While the 2021 audit is nearly complete, due recent staffing changes within Mayberry and their small size (there are two licensed accountants in the firm) it has become necessary to retain a different firm for the completion of the 2022 audit and to perform the upcoming audits for 2023 and 2024.

Town staff issued a Request for Proposals on October 27 with a due date of November 17. Three proposals were received from the following firms:

Hinkle & Company, PC
Atlas CPAs & Advisors, PLLC
DMC Auditing & Consulting, LLC

Town Treasurer, Don Rhoads, performed an initial analysis and scoring of these firms to determine their qualifications and establish a ranking. Mr. Rhoads is a CPA and audited municipalities with two different CPA firms earlier in his career. This analysis was reviewed by Town Administrator Patti Garcia and Deputy Town Administrator Kelly Houghteling and the decision was made to exclude one of the three firms (DMC Auditing & Consulting) due to insufficient experience with municipal auditing relative to the other firms. The remaining two remaining firms were presented to the Finance Committee at their regular meeting on November 20 with a recommendation to award the contract to Hinkle & Company.

The scoring matrix for the top two firms is shown below and highlights follow.

**Town of Wellington
Scoring of Proposals for Audit Services 2022-2024**

			Comments	
	Atlas	Hinkle	Atlas	Hinkle
Mandatory elements (licensing, conflict of interest, adheres to instructions, peer review)	4	5	Did not follow submittal instructions completely	
Proposed audit approach	5	5	Satisfactory audit approach	Satisfactory audit approach
Understand scope of engagement	5	5	Atlas proposal seems boilerplate, did not demonstrate understanding of needs of municipalities (e.g. M&A, fed tax strategies, and Valuation services)	Noted similar catch-up audit situations with Windsor and Breckenridge
Adequate staff size	5	5	315 prof. staff (55 audit staff)	28 prof staff
Experience with similar engagements	4	4	Noted more than 500 non-profit and government clients, however did not list similar clients, included only one Colorado town as a client (Cortez)	Currently audit 30 cities/towns; 85% of audit work is governments; currently audits several colorado cities/towns incl Silverthorne, Dillon, Manitou Springs, Woodland Park
Hours budgeted for audit	3	5	120 hours	236 hours
Cost per hour	3	4	2022: \$24,000; 2023: \$25,200; 2024: \$26,460; ave \$200/hr	2022: \$33,600; 2023: \$34,700; 2024: \$35,900; ave \$142/hr
Total score (Max = 35)	29	33		

Seven criteria were reviewed above with a possible score of 35 points overall. As seen in the matrix above, Hinkle scored the most points (33) and Atlas scored 29 points. Both firms had solid audit approach proposals, adequate professional staff size, and experience with other similar clients. However, Hinkle noted more relevant experience with similar towns in Colorado and their audit plan included 236 hours of audit work compared to 120 total hours in the audit plan Atlas proposed. Given the many and complex steps in an audit, including internal control assessment, interim field work for testing of transactions, confirmation of asset balances, final field work, financial statement preparation, reporting to the Board, etc., the proposal of 120 hours did not seem adequate.

The other primary difference between the two finalists was cost per hour for audit work performed. Whereas Hinkle had a higher total cost than did Atlas, when the total hours proposed for the audit are factored in Hinkle had a far lower cost per hour:

Hinkle average cost per hour = \$142
Atlas average cost per hour = \$200

This factor, along with the other areas noted above resulted in a recommendation to the Finance Committee to award the contract to Hinkle & Company. The Committee approved this recommendation unanimously.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Resolution No. 54-2023 - Contract Award for Auditor
2. Approve Resolution No. 54-2023 with amendments as the Board of Trustees deems appropriate
3. Postpone consideration of Resolution No. 54-2023 to a specific date and time and provide staff direction regarding additional information or amendments
4. Vote to deny Resolution No. 54-2023

ATTACHMENTS

1. Reso 54-2023 - Appointing Auditor_Hinkle Co
2. 2022 Wellington Town of Engagement Letter 12.31
3. 2023 Wellington Town of Engagement Letter 12.31

TOWN OF WELLINGTON

RESOLUTION NO. 54-2023

A RESOLUTION OF THE TOWN OF WELLINGTON, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HINKLE & COMPANY, P.C. TO PROVIDE INDEPENDENT PROFESSIONAL AUDITING SERVICES TO THE TOWN

WHEREAS, the Town of Wellington (the “Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to 31-15-101, C.R.S.; and

WHEREAS, the Town desires to retain a consultant to provide independent professional auditing services; and

WHEREAS, the Town received three (3) proposals from interested firms; two (2) proposals were reviewed and one (1) was dismissed due to insufficient experience with municipal auditing relative to the other two firms; and

WHEREAS, evaluation criteria was established and an analysis was reviewed by town staff and the Finance Committee; and

WHEREAS, based on the findings of the evaluation and review by town staff and Finance Committee, the Town has selected Hinkle & Company, P.C. (“Consultant”) to provide professional auditing services for the Town; and

WHEREAS, the Town desires to enter into an Agreement for Professional Services with Consultant, a copy of which is attached to this Resolution in the amount of \$27,900 for the year ending December 31, 2022, and an additional \$5,700 if the Town is required to perform a Single Audit; and the amount of \$28,800 for the year ending December 31, 2023, and an additional \$5,900 if the Town is required to perform a Single Audit.

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

1. The Board of Trustees hereby awards the contract for the Scope of Services related to providing independent auditing services to Hinkle & Company, P.C. for the amount of thirty-three thousand six-hundred dollars (\$33,600) for the 2022 audit and thirty-four thousand seven-hundred dollars (\$34,700) for the 2023 audit.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of December, 2023.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk



**HINKLE &
COMPANY**
Strategic PC
Business Advisors

December 7, 2023

Town Administrator and Town Board of Trustees
Town of Wellington
8225 Third Street
Wellington, Colorado 80550

We are pleased to confirm our understanding of the services we are to provide to the Town of Wellington (the Town). We will audit the financial statements of the governmental activities, the business type activities, each major fund, the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2022.

In addition, we will audit the entity's compliance over major federal award programs for the period ended December 31, 2022, if required. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that supplementary information (RSI), such as management's discussion and analysis (MD&A), budgetary comparison schedule for the General Fund, schedules of the Town's proportionate share of the net pension liability and the Town's contributions, if applicable, be presented to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussions and Analysis
- Budgetary Comparison Schedules
- Schedule of the Town's proportionate share of the net pension liability, if applicable
- Schedule of the Town's contributions, if applicable

Office Locations:

Colorado Springs, CO
Denver, CO
Tulsa, OK

Denver Office:

750 W. Hampden Avenue
Suite 400
Englewood,
Colorado 80110
TEL: 303.796.1000
FAX: 303.796.1001
www.HinkleCPAs.com

Supplementary information other than RSI will accompany the Town of Wellington basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following information in relation to the financial statements as a whole:

- Schedule of expenditures of federal awards (if required)
- Combining financial statements
- Local highway finance report

Schedule of Expenditures of Federal Awards (if required)

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form (if required)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.



Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective, and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.



We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

If a Single Audit is required, our audit of the Town's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.



Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards, if required, (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form, if required, to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.



17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, if applicable, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

Jim Hinkle is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the auditing services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$27,900 for the year ending December 31, 2022. . If the Town is required to perform a Single Audit, the additional fees will not exceed \$5,700. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.



Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Hinkle and Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Hinkle and Company, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

With respect to any nonattest services we perform, the Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Town Administrator and Town Board of Trustees, the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and



- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, Single Audit (if required) and compliance over major federal award programs including our respective responsibilities (if required).

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Hick & Company, PC

This letter correctly sets forth our understanding of the Town of Wellington.

Authorized Signature

Date

Title



Report on the Firm's System of Quality Control

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Hinkle & Company, PC (the "firm") in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs
Page -2-

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hinkle & Company, PC in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hinkle & Company, PC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Finley & Cook, PLLC". The signature is written in a cursive, flowing style.

Shawnee, Oklahoma
August 30, 2023

December 04, 2023

James Hinkle
Hinkle & Company PC
5028 E 101st ST Ste A
Tulsa, OK 74137-5821

Dear James Hinkle:

It is my pleasure to notify you that on November 30, 2023, the Oklahoma Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is March 31, 2026. This is the date by which all review documents should be completed and submitted to the administering entity. Since your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

OSCPA Peer Review Committee

Peer Review Committee
peerreview@oscpa.com
1-800-522-8261 ext. 3810

cc: Danny Bledsoe

Firm Number: 900010140928

Review Number: 601404



**HINKLE &
COMPANY**
Strategic PC
Business Advisors

December 7, 2023

Town Administrator and Town Board of Trustees
Town of Wellington
8225 Third Street
Wellington, Colorado 80550

We are pleased to confirm our understanding of the services we are to provide to the Town of Wellington (the Town). We will audit the financial statements of the governmental activities, the business type activities, each major fund, the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2023.

In addition, we will audit the entity's compliance over major federal award programs for the period ended December 31, 2023, if required. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that supplementary information (RSI), such as management's discussion and analysis (MD&A), budgetary comparison schedule for the General Fund, schedules of the Town's proportionate share of the net pension liability and the Town's contributions, if applicable, be presented to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

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- Schedule of expenditures of federal awards (if required)
- Combining financial statements
- Local highway finance report

Schedule of Expenditures of Federal Awards (if required)

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

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Audit of the Financial Statements

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Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

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2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards, if required, (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form, if required, to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.



17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, if applicable, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

Jim Hinkle is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the auditing services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$28,800 for the year ending December 31, 2023. . If the Town is required to perform a Single Audit, the additional fees will not exceed \$5,900. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.



Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Hinkle and Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Hinkle and Company, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

With respect to any nonattest services we perform, the Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Town Administrator and Town Board of Trustees, the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and



- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, Single Audit (if required) and compliance over major federal award programs including our respective responsibilities (if required).

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Hick & Company, PC

This letter correctly sets forth our understanding of the Town of Wellington.

Authorized Signature

Date

Title



Report on the Firm's System of Quality Control

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Hinkle & Company, PC (the "firm") in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs
Page -2-

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hinkle & Company, PC in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hinkle & Company, PC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Finley & Cook, PLLC". The signature is written in a cursive, flowing style.

Shawnee, Oklahoma
August 30, 2023

December 04, 2023

James Hinkle
Hinkle & Company PC
5028 E 101st ST Ste A
Tulsa, OK 74137-5821

Dear James Hinkle:

It is my pleasure to notify you that on November 30, 2023, the Oklahoma Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is March 31, 2026. This is the date by which all review documents should be completed and submitted to the administering entity. Since your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

OSCPA Peer Review Committee

Peer Review Committee
peerreview@oscpa.com
1-800-522-8261 ext. 3810

cc: Danny Bledsoe

Firm Number: 900010140928

Review Number: 601404

Board of Trustees Meeting

Date: December 12, 2023
Subject: Resolution No. 55-2023: A Resolution Approving a Contract with Poudre Legal Advisors, LLC for Legal Services

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

BACKGROUND / DISCUSSION

The Town of Wellington has received a letter of resignation from March, Olive and Sapienza, LLC effective December 31, 2023. The Board of Trustees approved the attached Agreement for Legal Services with March & Olive, LLC on April 26, 2022. The Wellington Municipal Code at Sec. 2-3-40(a) states that the Board of Trustees at its first regular meeting after each biennial election shall appoint a qualified attorney of law as the Town Attorney and shall fix the Town Attorney's compensation. In case a vacancy should occur in the office of the Town Attorney, the Board of Trustees shall appoint a Town Attorney for the unexpired term.

Mr. Dan Sapienza has established Poudre Legal Advisors, LLC and has offered to serve the Town of Wellington as Town Attorney effective January 1, 2024 to fill the unexpired term of March, Olive & Sapienza, LLC ending the first regular meeting in April 2024. The cost for service would remain the same as it was with March, Olive and Sapienza, LLC as noted in the attached contract.

At the direction of the Board of Trustees, staff can facilitate the request for proposals from qualified firms, establish the criteria for qualified applicants, create the interview timeline and set appointment of a Town Attorney for the first regular meeting in April 2024. Interviews would be held by the Board of Trustees.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

1. Move to approve Resolution No. 55-2023 as proposed.
2. Move to approve Resolution No. 55-2023 with amendments as the Board of Trustees deems appropriate.
3. Move to postpone consideration of Resolution No. 55-2023 and provide guidance to staff as requested modifications.
4. Move to deny Resolution No. 55-2023.

ATTACHMENTS

1. Reso 55-2023 - Legal Services Contract
2. Agreement for Legal Services for Town Attorney 2023
3. Town Attorney Letter

TOWN OF WELLINGTON

RESOLUTION NO. 55-2023

A RESOLUTION APPROVING A CONTRACT WITH POUFRE LEGAL ADVISORS, LLC
FOR LEGAL SERVICES

WHEREAS, the Town of Wellington has received a letter of resignation from the Town Attorney, March, Olive and Sapienza, LLC effective December 31, 2023; and

WHEREAS, pursuant to the Wellington Municipal Code Sec. 2-3-40(a), the Board of Trustees at its first regular meeting after each biennial election shall appoint a qualified attorney of law as the Town Attorney; and

WHEREAS, pursuant to the Wellington Municipal Code Sec. 2-3-40(a), in the case of a vacancy in the term of a Town Attorney, the Board of Trustees shall appoint a Town Attorney for the unexpired term; and

WHEREAS, Mr. Dan Sapienza with Poudre Legal Advisors, LLC has offered to serve as the Town Attorney effective January 1, 2024 to fill the unexpired term ending at the first Regular or Special Meeting following the April 2024 Regular Election; and

WHEREAS, the Board wishes to accept the offer for interim appointment of a Town Attorney with Mr. Dan Sapienza and Poudre Legal Advisors, LLC and memorialize it through a contract with Poudre Legal Advisors, LLC.

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

1. The contract with Poudre Legal Advisors, LLC is hereby approved.
2. A copy of the contract with Poudre Legal Advisors, LLC is attached hereto.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of December, 2023.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

AGREEMENT FOR LEGAL SERVICES BY TOWN ATTORNEY

THIS AGREEMENT FOR LEGAL SERVICES is made this _____ day of _____, 2023, by and between Poudre Legal Advisors LLC, a Colorado Limited Liability Company, with its place of business at 712 Louise Lane, Fort Collins, Colorado, 80521, (hereinafter called the “Town Attorney”), and the Town of Wellington, Colorado, with the principal office at 8225 Third Street, Wellington, Colorado, 80549, (hereinafter called the “Town”).

RECITALS

1. Town Attorney employs attorneys, authorized to practice law in the state of Colorado, and employs support staff.
2. Pursuant to C.R.S. § 31-4-304 the Town of Wellington (Town), by its Board of Trustees (the “Board of Trustees”) is required to appoint a Town Attorney.
3. The Wellington Town Code (the “Code”) at Sec. 2-3-10 provides that the Town Attorney is an appointed officer of the Town and at Section 2-3-40 provides that the Board shall appoint a Town Attorney and shall fix the attorney’s compensation.
4. The Code at Sec. 2-3-40(d) sets forth the duties of the Town Attorney.
5. The Code at Sec. 2-3-50 and state law at C.R.S. § 31-4-307 define the manner in which the Town attorney may be removed.

1. SCOPE OF LEGAL SERVICES

- A. This Agreement shall be effective beginning January 1, 2024.
- B. The Town Attorney shall provide to and coordinate for the Town all usual and customary legal services authorized by statute and the Code to be provided by the town attorney. The legal services shall include, but not be limited to:
 - a. Provide legal advice to the Town, Board of Trustees and staff of the Town, and various boards and commissions as may be created by Board of Trustees;
 - b. Provide legal advice and services associated with land use, subdivision, and other planning applications;
 - c. Prepare or review all resolutions, ordinances, contracts, bonds, and review other written instruments as requested by the Town;
 - d. Represent the Town in judicial and appropriate administrative proceedings;
 - e. Advise the Town on current federal, state, and local laws affecting the Town and changes or developments therein; and
 - f. Provide advice and topical seminars to the Board of Trustees and Town staff as requested on a periodic basis.
- C. The Town Attorney shall provide support and para-professional personnel in its representation of the Town as deemed necessary and cost effective by the Town Attorney.
- D. The Board of Trustees reserves the right to engage special legal counsel on any matter deemed appropriate by the Board of Trustees, following consultation with the Town Attorney, to advise the Town or to assist the Town Attorney.
- E. The Town Attorney may, including on direction of the Board of Trustees, maintain working relationships with attorneys specializing in fields of interest to municipalities, including but not limited to condemnation, litigation, and water law. The Town Attorney may recommend that the Board of Trustees retain special legal counsel with special knowledge and expertise to represent the Town or assist the Town Attorney when it deems reasonable and in the best interest of the Town and in cases of conflict of interest. The Town Attorney

may also recommend hiring special legal counsel to advise the Town or provide second opinions on matters of extraordinary importance to the Town, including matters involving complex litigation or a substantial financial or other impact on the Town or its residents, considering the Town's budget as a whole and considering Town functions or programs, when such matters of extraordinary importance also involve legal uncertainties or complexities.

- F. Any attorneys who are not employed by the Town Attorney, but who are employed by or retained by the Board of Trustees to perform legal representation or to assist Town, shall be under the general supervision and coordination of the Board of Trustees. Such non-Town attorneys shall contract directly with the Town and not the Town Attorney. The Town Attorney shall not warrant the quality of the work of such non-Town attorney.
- G. Although the Town Attorney shall actively seek to avoid potential for conflicts, the Town understands and recognizes that unanticipated conflicts may arise that could impair the ability of the Town Attorney to represent the Town on specific legal matters. In such event, the Town Attorney shall comply with the requirements of the Colorado Rules of Professional Conduct in addressing such conflict with the Town. The parties understand that the Town is not obligated to waive any conflict to permit the Town Attorney to represent the Town.

2. COMPENSATION

- A. The Town shall compensate the Town Attorney at the rates set forth in **Exhibit A** to this Agreement.
- B. The Town shall not be required to compensate the Town Attorney for:
 - a. Electronic and hardcopy library and research materials and research librarian services except database access charges (e.g., Lexis/Nexis or Westlaw) for legal research which shall be billed at the Town Attorney's cost without administrative markup;
 - b. Employee benefits;
 - c. Employee insurance, including malpractice insurance;
 - d. Training and continuing legal education;
 - e. Bar and professional licensing expenses and registrations;
 - f. Local professional memberships;
 - g. Town Attorney owned electronic, computer and computer/network related communications equipment, hardware, software and information technology support services, systems training of Town Attorney personnel, including personal computers, laptops, computer printers, or mobile telephones;
 - h. Routine copying customarily performed in the day-to-day performance of legal services except those projects requiring outside copying and specialized printing services may be charged at cost. Large project copying (typically more than 100 pages/project) may be charged to the Town in accordance with the Town Attorney's standard policies;
 - i. Newspapers and professional periodicals;
 - j. Office supplies used by the Town Attorney (to include items customarily associated with standard office operations and management such as paper, pens, notebooks, paper files, file folders, tape, paperclips, labels, etc.); and
 - k. Archival storage and retrieval of outdated client files performed in accordance with the Town Attorney's standard client file storage policies; provided, however, that the Town Attorney may relinquish possession of outdated files to the Town for storage.

- C. The Town shall compensate the Town Attorney for out-of-pocket fees and costs incurred on the Town's behalf, including but not limited to filing fees, service of process, expert witness fees (only as pre-authorized by the Town), court reporter fees, transcript fees, recording fees, title company's fees for reports of title, and publication fees. Such fees will be billed to the Town at the Town Attorney's cost without mark-up.
- D. The Town shall compensate the Town Attorney for mileage expenses for personal use of private vehicles used by the Town Attorney, other Town Attorney attorneys, and paralegals for travel within the Larimer County area incurred in the direct and exclusive performance of services for the Town. Mileage shall be charged at the Town Attorney's standard mileage rate (not to exceed U.S. Internal Revenue Service published business travel mileage allowance).
- E. The Town Attorney shall provide to the Town a detailed invoice for all legal services on a regular basis. Such billings shall separate work and fees, including allocations associated with specific projects for which the Town accounts separately. The Town shall pay all undisputed billings from the Town Attorney within thirty (30) days of receipt of invoice. The Town's obligation to make prompt payment of all fees and charges does not depend upon achievement of any specific results.

3. AVAILABILITY

- A. The Town Attorney shall attend Board of Trustees regular and special meetings, study sessions, Board retreats, and other Town business meetings unless requested not to attend by the Mayor, Town Administrator or the Board of Trustees and be available to provide legal services for the Board of Trustees.
- B. The Town Attorney shall strive to be available to render the services required hereunder on an "on call" basis.
- C. The Town Attorney will employ or retain on contract at its discretion and own cost, at its office and during regular business hours, such administrative personnel as are necessary to support the Town Attorney.

4. TOWN-DESIGNATED REPRESENTATIVE

In the interest of budget management, the Board of Trustees hereby designates the Mayor and Town Administrator to serve as the primary contacts to the Town Attorney outside of the regular Board of Trustees meetings.

5. NON-DISCRIMINATION

During the performance of this Agreement, the Town Attorney shall:

- a. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, age, military service, veteran status, marital status, national origin, or disability.
- b. Comply with all state and federal laws, regulations, and executive orders regarding non-discrimination applicable to the Town and its programs.

6. ASSIGNMENT

This Agreement for services is personal to the parties hereto and shall not be assigned by either party.

7. TERM AND TERMINATION

This Agreement shall be effective as provided above and may be terminated by the Town as allowed by the Code at Sec. 2-3-50 and state law at C.R.S. § 31-4-307.

8. CONFLICTS

Unless otherwise agreed by the Town, the Town Attorney shall not accept work on behalf of any client that the Town Attorney believes will create a conflict or the potential for a conflict with the Town. This requirement shall specifically preclude the Town Attorney from undertaking work on behalf of Larimer/Weld Counties, any special district whose jurisdiction or area of service lies within all or any portion of the Town, any special district or municipality that shares a common boundary with the Town or which may potentially provide services within the Town, and any landowners, businesses, and developers residing or working within the Town.

9. MISCELLANEOUS PROVISIONS

- a. Disputes. Mandatory Arbitration for Claims under \$25,000. Although the Parties do not expect that any dispute will arise between the Parties, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Town Attorney or the quality of the Town Attorney's services, including any claim of malpractice, such dispute shall be subject to binding arbitration if the damages, liability or claim(s) asserted total less than Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate. In such event, the Town and the Town Attorney acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. This clause does not prevent the Town and the Town Attorney from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so. The Town agrees that the Town shall have no right to dispute fees within 90 days after payment by the Town.
- b. Arbitrations. All arbitrations shall be held in Larimer County, Colorado, unless the Parties mutually agree on some other location. As set forth above arbitration shall not be required for any dispute between the Parties in which the aggregate dollar amount of alleged damages, liability, or claim(s) total Twenty-Five Thousand Dollars (\$25,000.00) or more. Such disputes may be resolved by the District Court, County of Larimer, State of Colorado.
- c. Document Ownership. The Town Attorney shall maintain all files currently in the Town Attorney's possession titled in the name of the Town in accordance with Colo Rule of Professional Conduct 1.16A. The Town may at any time request a list of Town files maintained by the Town Attorney and complete or partial copies from files, at the Town's expense. Files maintained in the name of the Town, by the Town Attorney, including currently existing files shall be the property of the Town. Upon termination of this Agreement, or on the failure to renew the Town Attorney's appointment, the Town Attorney shall, with a representative of the Town, review files maintained by the Town Attorney and deliver to the Town such files or copies of such files as requested by the Town. The Town Attorney and Town Clerk may, from time to time review files maintained by the Town Attorney and may define files that may be destroyed or turned over to the Town.
- d. Professional Liability Insurance. The Town Attorney shall maintain professional liability insurance in an amount no less than one million (\$1,000,000.00) dollars and shall provide copies of the Town Attorney's insurance to the Town on request.

- e. Enforcement. This agreement shall be enforceable and shall run to the benefit of the Town Board and the Town Attorney and no third party shall have any rights hereunder.

IN WITNESS WHEREOF, the parties to this Agreement have executed as of the date(s) set forth below.

Town of Wellington

ATTEST:

By: _____
Calar Chaussee, Mayor

Ethan Muhs, Town Clerk

Poudre Legal Advisors LLC

By: _____
Dan Sapienza

EXHIBIT A

ATTORNEY RATES FOR MUNICIPAL LEGAL SERVICES

Attorneys:

**Poudre Legal Advisors LLC
712 Louise Lane
Fort Collins, CO 80521**

Hourly Rates

Attorneys	\$170.00
Paralegal/Research Professional	\$80.00

J. BRADFORD MARCH
STEWART W. OLIVE
DANIEL L. SAPIENZA

MARCH, OLIVE & SAPIENZA, LLC
ATTORNEYS AND COUNSELORS AT LAW
1312 SOUTH COLLEGE AVENUE
FORT COLLINS, COLORADO 80524-2880
(970) 482-4322
www.mosllc.law

ARTHUR E. MARCH
1908-1981
ARTHUR E. MARCH, JR.
1933-2005
JOHN PHARRIS
Retired

December 8, 2023

Town of Wellington
c/o Patti Garcia, Town Administrator
PO Box 127
Wellington, CO 80549-0127

Re: Town Attorney position

Dear Ms. Garcia, Mayor Chaussee and Members of the Wellington Town Board,

As you may be aware, Dan Sapienza has elected to leave the firm of March, Olive and Sapienza, LLC, effective December 31, 2023. My office has had the privilege to represent the Town for thirty years, since 1993. Changes in the Town have been significant over those years, and I have considered it a pleasure to be acquainted with the Wellington community, elected and appointed officials, staff, and residents during our time in service. At our recommendation, for many years, when the board appointed a town attorney it has appointed our firm, March Olive and Sapienza to the role rather than appointing an individual. This recommendation to appoint the firm was based on a number of considerations. Our office's representation of the Town has been a defining part of my legal career and I have always appreciated the opportunity afforded to our firm by being appointed to represent the Town. As my tenure extended, in 2020 and 2021 there were discussions surrounding succession planning. It was proposed that Dan Sapienza, who had joined our office take the lead representative role in our office's representation of the Town. Dan had previously assisted me in providing representation. Similar to what I found when I was more regularly involved in Town activities; Dan, on taking over primary responsibilities, likewise has developed a love of the Town its history and has regularly shown a genuine regard for the staff, elected and appointed representatives and the community. I have continued to be involved, but on a more and more limited role as Dan increased his time in grade with the Town.

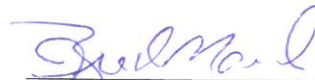
With Dan's decision to leave March, Olive and Sapienza it would be my recommendation to the board that he, or his new firm, would, hands down, be the better board appointee to serve as the Wellington Town attorney. He has developed an intimate familiarity with the intricacies of issues that confront the Town and replacing that knowledge would be difficult. To this end, our firm would tender, and ask the Town Board to accept, our resignation as Town Attorney, effective as of close of business, December 31, 2023. Colorado Revised Statute §31-4-304 and the Town Code requires that the board appoint a town attorney. Based on his experience I would urge the Town Board, if our resignation is accepted, to consider appointing Mr. Sapienza or his new firm as our successor. If the Town is unable appoint a successor by January 1, 2024, our firm will be happy to continue to represent the Town until the board is able to fulfil the board's appointment obligation.

Town of Wellington
December 8, 2023

Our firm continues to have strong feelings for the Wellington community, and I will remain happy to provide historical or other background related to past activities of the Town. It is clear that, like past Town boards, the current board, staff and the Town face many challenges. It is also clear that the current board and staff have the best interests of the Town at heart.

Very truly yours,
MARCH, OLIVE & SAPIENZA, LLC

By:



J. Brad March

Board of Trustees Meeting

Date: December 12, 2023
Subject: October 2023 Treasurer's Report

BACKGROUND / DISCUSSION

This Treasurer's Report has been prepared to provide important information to the Board and the community regarding the Town's financial activities and the balance of its investments for the ten-month period ending October 31, 2023. The attached report shows revenues and expenditures for all Town funds for both the month of October as well as year-to-date amounts. Budgeted revenues and expenditures for 2023 are also reported and give the reader a sense of how actual financial activity compares with what was originally budgeted.

Revenues for all funds through October totaled \$42.9 million, or 75% of the original budget estimate. General Fund revenues to date are exceeding estimates with 104% of the original estimate collected through October. As you will see in the detailed Treasurer's Report attached, this is primarily due to receipts exceeding the cautious revenue estimates of the last budget cycle for key sources such as property tax, use tax, and investment earnings.

Revenues

Through October 31, 2023

Fund	YTD	Budget	Remaining	
General	\$5,715,789	\$5,487,010	(\$228,779)	104%
Streets	1,951,374	2,001,981	50,607	97%
Water	15,094,547	19,559,961	4,465,414	77%
Sewer	18,068,573	27,701,922	9,633,349	65%
Storm	794,761	807,422	12,661	98%
Parks	1,250,088	1,432,413	182,325	87%
	\$42,875,132	\$56,990,709	\$14,115,577	75%

Operating expenditures for all funds totaled \$15 million through October and had expended 80% of the original budget year-to-date. Approximately 83% of the budget would be the expected target for October so overall the Town is under budget. Capital projects expenditures have totaled \$24.9 million through September, which is 50% of the capital improvement budget.



Expenditures

Through October 31, 2023

Fund	YTD	Budget	Remaining	
General	\$4,041,899	\$5,425,991	\$1,384,092	74%
Streets	741,134	1,164,234	423,100	64%
Water	5,264,117	6,317,840	1,053,723	83%
Sewer	3,156,533	3,691,126	534,593	86%
Storm	562,871	655,976	93,105	86%
Parks	1,224,087	1,413,836	189,749	87%
Operating	\$14,990,641	\$18,669,003	\$3,678,362	80%
Capital Projects	\$24,931,453	\$49,686,084	24,754,631	50%

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. Oct 2023 Treasury Report

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAX REVENUE</u>					
201-01-3110	PROPERTY TAXES	21,865.40	1,873,550.62	1,681,506.00	(192,044.62)	111.4
201-01-3130	SALES TAX	210,588.10	2,162,465.20	2,467,524.00	305,058.80	87.6
201-01-3135	SEVERANCE TAX	.00	106,343.58	75,000.00	(31,343.58)	141.8
201-01-3140	USE TAX - BUILDING MATERIALS	82,885.99	483,662.51	347,160.00	(136,502.51)	139.3
201-01-3320	CIGARETTE TAX	646.34	6,585.27	7,000.00	414.73	94.1
	TOTAL TAX REVENUE	315,985.83	4,632,607.18	4,578,190.00	(54,417.18)	101.2
	<u>BUILDING PERMITS</u>					
201-02-3155	TOWN PLAN REVIEW FEES	2,210.00	21,839.33	21,000.00	(839.33)	104.0
201-02-3425	FIRE INSPECTION FEES	26,200.00	26,200.00	.00	(26,200.00)	.0
201-02-3430	COUNTY TAX VENDORS FEE	.00	3,451.23	6,500.00	3,048.77	53.1
201-02-3435	FIRE DEPT. VENDOR FEE	(24,890.00)	(23,023.13)	2,500.00	25,523.13	(920.9)
201-02-3450	BLDG. ADMIN. FEE	4,012.00	28,335.86	53,000.00	24,664.14	53.5
201-02-3462	BLDG. INSPECTION FEES	49,099.74	322,962.21	480,600.00	157,637.79	67.2
	TOTAL BUILDING PERMITS	56,631.74	379,765.50	563,600.00	183,834.50	67.4
	<u>FRANCHISE FEES</u>					
201-03-3160	FRANCHISE FEE-ELECTRICITY	43,805.81	178,428.60	170,000.00	(8,428.60)	105.0
201-03-3170	FRANCHISE FEE-NATURAL GAS	1,666.67	15,000.03	17,000.00	1,999.97	88.2
201-03-3180	FRANCHISE FEE-TELEPHONE	.00	77.55	22,470.00	22,392.45	.4
201-03-3190	FRANCHISE FEE-CABLE TELEVISION	.00	24,946.21	50.00	(24,896.21)	49892.
	TOTAL FRANCHISE FEES	45,472.48	218,452.39	209,520.00	(8,932.39)	104.3
	<u>LICENSES & PERMITS</u>					
201-04-3210	LIQUOR LICENSE	175.00	2,450.00	.00	(2,450.00)	.0
201-04-3220	BUSINESS LICENSE	600.00	20,287.50	18,700.00	(1,587.50)	108.5
	TOTAL LICENSES & PERMITS	775.00	22,737.50	18,700.00	(4,037.50)	121.6
	<u>FEES FOR SERVICE</u>					
201-05-3420	LAND USE FEES	10,573.82	70,938.22	33,000.00	(37,938.22)	215.0
201-05-3460	GENERAL CHARGES FOR SERVICES	.00	3,685.88	.00	(3,685.88)	.0
201-05-3510	COMMUNITY CENTER USER FEES	855.00	4,425.00	2,000.00	(2,425.00)	221.3
201-05-3520	WEED / REFUSE REMOVAL	.00	1,890.00	.00	(1,890.00)	.0
	TOTAL FEES FOR SERVICE	11,428.82	80,939.10	35,000.00	(45,939.10)	231.3

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FINES & PENALTIES</u>					
201-06-3550	COURT FINES & COSTS	4,381.43	27,099.93	10,000.00	(17,099.93)	271.0
201-06-3555	LCSO ADMINISTRATIVE FEES	303.00	1,684.00	1,500.00	(184.00)	112.3
	TOTAL FINES & PENALTIES	4,684.43	28,783.93	11,500.00	(17,283.93)	250.3
	<u>CEMETERY REVENUES</u>					
201-07-3470	CEMETERY-GRAVE OPENINGS	.00	2,800.00	.00	(2,800.00)	.0
201-07-3480	CEMETERY-PERPETUAL CARE	.00	450.00	.00	(450.00)	.0
201-07-3490	CEMETERY-SALE OF LOTS	.00	4,500.00	9,500.00	5,000.00	47.4
	TOTAL CEMETERY REVENUES	.00	7,750.00	9,500.00	1,750.00	81.6
	<u>MISCELLANEOUS REVENUE</u>					
201-08-3350	GRANTS	2,419.80	2,419.80	.00	(2,419.80)	.0
201-08-3355	INVESTMENT EARNINGS - LIBRARY	2,116.70	18,916.24	7,500.00	(11,416.24)	252.2
201-08-3373	LIBRARY CONTRIB./FINES/MISC.	249.50	5,403.65	1,500.00	(3,903.65)	360.2
201-08-3440	SALE OF MAPS & PUBLICATIONS	.00	30.00	.00	(30.00)	.0
201-08-3610	INVESTMENT EARNINGS-GENERAL	34,081.83	304,466.99	22,000.00	(282,466.99)	1383.9
201-08-3630	CAR SHOW REVENUE	.00	800.00	.00	(800.00)	.0
201-08-3660	COMMUNITY ACTIVITIES COMMISSIO	.00	120.00	.00	(120.00)	.0
201-08-3690	MISCELLANEOUS REVENUE	.00	10.20	30,000.00	29,989.80	.0
201-08-3910	SALE OF ASSETS	.00	527.00	.00	(527.00)	.0
201-08-3912	WATER SHARE RENTAL	.00	12,060.00	.00	(12,060.00)	.0
	TOTAL MISCELLANEOUS REVENUE	38,867.83	344,753.88	61,000.00	(283,753.88)	565.2
	TOTAL FUND REVENUE	473,846.13	5,715,789.48	5,487,010.00	(228,779.48)	104.2

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
201-11-5102 BENEFITS	223.55	6,831.15	859.00 (	5,972.15)	795.2
201-11-5107 ELECTED OFFICIAL COMPENSATION	900.00	9,000.00	10,800.00	1,800.00	83.3
201-11-5192 CAC PROGRAM EXPENDITURES	500.00	26,770.35	40,430.00	13,659.65	66.2
201-11-5331 PUBLISHING & LEGAL NOTICES	.00	3,547.35	1,700.00 (	1,847.35)	208.7
201-11-5335 DUES & SUBSCRIPTIONS	.00	3,819.00	4,058.00	239.00	94.1
201-11-5352 MUNICIPAL LEGAL SERVICES	.00	25,730.24	35,000.00	9,269.76	73.5
201-11-5363 R&M COMPUTER/OFFICE EQUIPMENT	.00	477.00	.00 (	477.00)	.0
201-11-5380 PROFESSIONAL DEVELOPMENT	.00	8,184.64	10,000.00	1,815.36	81.9
201-11-5950 BOARD OUTREACH	.00	51,407.00	51,407.00	.00	100.0
201-11-5951 BOARD DISCRETIONARY FUND	132.35	1,309.31	20,000.00	18,690.69	6.6
201-11-5952 HARDSHIP UTILITY GRANT	.00	2,100.00	12,000.00	9,900.00	17.5
TOTAL LEGISLATIVE	1,755.90	139,176.04	186,254.00	47,077.96	74.7
<u>JUDICIAL</u>					
201-12-5100 WAGES & SALARIES	816.00	6,940.46	11,161.00	4,220.54	62.2
201-12-5102 BENEFITS	370.34	2,871.72	2,987.00	115.28	96.1
201-12-5109 MAGISTRATE	750.00	3,750.00	9,000.00	5,250.00	41.7
201-12-5214 OFFICE SUPPLIES	.00	67.69	1,000.00	932.31	6.8
201-12-5359 PROSECUTING ATTORNEY	.00	12,935.00	8,250.00 (	4,685.00)	156.8
201-12-5380 PROFESSIONAL DEVELOPMENT	.00	1,203.28	1,500.00	296.72	80.2
201-12-5394 JURY FEES	.00	.00	1,000.00	1,000.00	.0
201-12-5498 COURT APPOINTED COUNSEL	.00	.00	1,000.00	1,000.00	.0
201-12-5499 TRANSLATOR FEES	.00	.00	500.00	500.00	.0
TOTAL JUDICIAL	1,936.34	27,768.15	36,398.00	8,629.85	76.3
<u>ADMINISTRATION</u>					
201-13-5100 WAGES & SALARIES	24,519.86	248,070.59	313,810.00	65,739.41	79.1
201-13-5102 BENEFITS	6,922.77	64,591.07	73,655.00	9,063.93	87.7
201-13-5214 OFFICE SUPPLIES	.00	2,118.53	1,500.00 (	618.53)	141.2
201-13-5335 DUES & SUBSCRIPTION	25.99	4,595.38	8,500.00	3,904.62	54.1
201-13-5336 PUBLIC RELATIONS	72.00	72.00	2,500.00	2,428.00	2.9
201-13-5352 LEGAL SERVICES	.00	29,108.71	51,075.00	21,966.29	57.0
201-13-5356 PROFESSIONAL FEES	.00	21,150.00	30,000.00	8,850.00	70.5
201-13-5363 R&M COMPUTER/OFFICE EQUIPMENT	9.98	1,544.28	5,000.00	3,455.72	30.9
201-13-5380 PROFESSIONAL DEVELOPMENT	.00	4,606.63	2,795.00 (	1,811.63)	164.8
201-13-5381 MILEAGE REIMBURSEMENT	.00	555.44	.00 (	555.44)	.0
201-13-5496 COMMUNITY RELATIONS	809.89	3,304.62	11,646.00	8,341.38	28.4
201-13-5933 SENIOR'S VAN	346.70	9,252.63	8,000.00 (	1,252.63)	115.7
TOTAL ADMINISTRATION	32,707.19	388,969.88	508,481.00	119,511.12	76.5

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FINANCE</u>					
201-14-5100	WAGES & SALARIES	4,775.30	45,284.93	59,291.00	14,006.07	76.4
201-14-5102	BENEFITS	1,826.40	11,312.01	37,605.00	26,292.99	30.1
201-14-5214	OFFICE SUPPLIES	152.28	597.80	1,500.00	902.20	39.9
201-14-5311	POSTAGE	444.56	2,349.17	1,000.00	(1,349.17)	234.9
201-14-5321	PRINTING SERVICES	5,276.18	37,311.36	.00	(37,311.36)	.0
201-14-5335	DUES AND SUBSCRIPTIONS	.00	964.00	1,200.00	236.00	80.3
201-14-5338	BANK SERVICE CHARGE	.00	85.99	.00	(85.99)	.0
201-14-5353	ACCOUNTING & AUDITING	.00	5,000.00	45,000.00	40,000.00	11.1
201-14-5356	PROFESSIONAL SERVICES	31,406.09	131,807.63	120,000.00	(11,807.63)	109.8
201-14-5363	R&M COMPUTER/OFFICE EQUIP	.00	.27	6,000.00	5,999.73	.0
201-14-5380	PROFESSIONAL DEVELOPMENT	.00	.00	3,000.00	3,000.00	.0
201-14-5381	MILEAGE REIMBURSEMENT	.00	.00	200.00	200.00	.0
201-14-5510	INSURANCE & BONDS	.00	174,473.03	170,000.00	(4,473.03)	102.6
201-14-5560	COUNTY TREAS. FEES	.00	.00	60,000.00	60,000.00	.0
201-14-5950	DOCUMENT SHREDDING	.00	75.00	200.00	125.00	37.5
	TOTAL FINANCE	43,880.81	409,261.19	504,996.00	95,734.81	81.0
	<u>TOWN CLERK</u>					
201-15-5100	WAGES & SALARIES	9,658.72	79,454.56	113,755.00	34,300.44	69.9
201-15-5102	BENEFITS	2,819.29	21,613.11	36,011.00	14,397.89	60.0
201-15-5214	OFFICE SUPPLIES	23.83	656.44	1,500.00	843.56	43.8
201-15-5331	PUBLISHING & LEGAL NOTICES	.00	747.13	3,500.00	2,752.87	21.4
201-15-5335	DUES & SUBSCRIPTIONS	.00	118.18	826.00	707.82	14.3
201-15-5356	PROFESSIONAL SERVICES	27.00	2,793.00	4,000.00	1,207.00	69.8
201-15-5363	R&M COMPUTER/OFFICE EQUIP.	.00	.00	5,000.00	5,000.00	.0
201-15-5380	PROFESSIONAL DEVELOPMENT	.00	1,210.96	5,000.00	3,789.04	24.2
201-15-5381	MILEAGE REIMBURSEMENT	.00	.00	150.00	150.00	.0
201-15-5530	CODE REVIEW & UPDATE	.00	.00	5,000.00	5,000.00	.0
	TOTAL TOWN CLERK	12,528.84	106,593.38	174,742.00	68,148.62	61.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>HUMAN RESOURCES</u>					
201-16-5100	WAGES & SALARIES	3,907.24	35,768.08	40,404.00	4,635.92	88.5
201-16-5102	BENEFITS	1,384.58	11,327.38	13,420.00	2,092.62	84.4
201-16-5103	TEMPORARY EMPLOYMENT SERVICES	.00	5,980.00	10,000.00	4,020.00	59.8
201-16-5214	OFFICE SUPPLIES	.00	250.43	1,500.00	1,249.57	16.7
201-16-5226	EXECUTIVE SEARCH	.00	.00	14,775.00	14,775.00	.0
201-16-5335	DUES & SUBSCRIPTIONS	.00	7,700.00	8,000.00	300.00	96.3
201-16-5356	PROFESSIONAL FEES	.00	895.25	3,000.00	2,104.75	29.8
201-16-5380	PROFESSIONAL DEVELOPMENT	.00	2,199.48	12,000.00	9,800.52	18.3
201-16-5580	EMPLOYEE DRUG TESTING	522.56	1,269.08	2,500.00	1,230.92	50.8
201-16-5582	EMPLOYEE RELATIONS COMMITTEE	354.94	4,815.18	15,000.00	10,184.82	32.1
201-16-5583	BACKGROUND CHECK	311.75	2,129.75	3,000.00	870.25	71.0
201-16-5948	EMPLOYEE APPAREL	.00	610.81	2,000.00	1,389.19	30.5
201-16-5949	EMPLOYEE ADVERTISING	399.00	1,476.24	3,500.00	2,023.76	42.2
	TOTAL HUMAN RESOURCES	6,880.07	74,421.68	129,099.00	54,677.32	57.7
	<u>INFORMATION TECHNOLOGY</u>					
201-17-5100	WAGES & SALARIES	(2,530.00)	21,280.38	33,650.00	12,369.62	63.2
201-17-5102	BENEFITS	.00	5,699.97	7,318.00	1,618.03	77.9
201-17-5214	OFFICE SUPPLIES	.00	36.50	1,500.00	1,463.50	2.4
201-17-5345	TELEPHONE SERVICES	3,951.47	48,110.65	66,650.00	18,539.35	72.2
201-17-5356	PROFESSIONAL SERVICES	10,005.00	10,005.00	.00	(10,005.00)	.0
201-17-5380	PROFESSIONAL DEVELOPMENT	.00	.00	1,500.00	1,500.00	.0
201-17-5381	MILEAGE REIMBURSEMENT	.00	23.50	.00	(23.50)	.0
201-17-5384	INTERNET SERVICES	1,385.27	28,564.40	45,500.00	16,935.60	62.8
201-17-5579	SOFTWARE LICENSE/SUPPORT	15,286.14	94,700.91	158,180.00	63,479.09	59.9
201-17-5585	WEBSITE MAINTENANCE	.00	12,029.70	12,000.00	(29.70)	100.3
201-17-5947	COPIER EXPENSE	2,064.82	12,545.55	6,000.00	(6,545.55)	209.1
	TOTAL INFORMATION TECHNOLOGY	30,162.70	232,996.56	332,298.00	99,301.44	70.1
	<u>PLANNING AND ZONING</u>					
201-18-5100	WAGES & SALARIES	30,829.42	296,408.29	380,906.00	84,497.71	77.8
201-18-5102	BENEFITS	8,464.84	78,822.39	101,007.00	22,184.61	78.0
201-18-5214	OFFICE SUPPLIES	56.57	883.82	1,000.00	116.18	88.4
201-18-5331	RECORDING & LEGAL PUBLISHING	(485.00)	1,031.97	2,500.00	1,468.03	41.3
201-18-5335	DUES & SUBSCRIPTIONS	160.00	1,584.54	1,996.00	411.46	79.4
201-18-5350	BUILDING INSP. FEE REMITTANCE	28,404.14	189,390.57	272,900.00	83,509.43	69.4
201-18-5355	REIMBURSABLE SERVICES	200.00	4,400.00	40,000.00	35,600.00	11.0
201-18-5356	PROFESSIONAL SERVICES	.00	4,960.01	17,000.00	12,039.99	29.2
201-18-5372	UNIFORMS	425.78	425.78	300.00	(125.78)	141.9
201-18-5374	HUMANE SOCIETY HOLDING CHARGES	1,970.00	7,905.00	8,000.00	95.00	98.8
201-18-5375	PROTECTIVE INSP. EQUIPMENT	39.92	39.92	900.00	860.08	4.4
201-18-5380	PROFESSIONAL DEVELOPMENT	967.00	3,614.33	6,066.00	2,451.67	59.6
	TOTAL PLANNING AND ZONING	71,032.67	589,466.62	832,575.00	243,108.38	70.8

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LAW ENFORCEMENT</u>					
201-21-5364	LCSSO - PERSONNEL	.00	1,338,853.23	1,785,138.00	446,284.77	75.0
201-21-5378	LCSSO - OFFICE RENTAL/MAINT.	.00	14,903.30	.00	(14,903.30)	.0
	<u>TOTAL LAW ENFORCEMENT</u>	<u>.00</u>	<u>1,353,756.53</u>	<u>1,785,138.00</u>	<u>431,381.47</u>	<u>75.8</u>
	<u>PROTECTIVE INSPECTIONS</u>					
201-24-5345	TELEPHONE SERVICES	148.46	1,493.25	.00	(1,493.25)	.0
	<u>TOTAL PROTECTIVE INSPECTIONS</u>	<u>148.46</u>	<u>1,493.25</u>	<u>.00</u>	<u>(1,493.25)</u>	<u>.0</u>
	<u>PUBLIC WORKS</u>					
201-34-5100	WAGES & SALARIES	13,728.30	131,568.62	161,292.00	29,723.38	81.6
201-34-5101	SEASONALS	.00	.00	10,000.00	10,000.00	.0
201-34-5102	BENEFITS	4,173.82	70,887.81	25,402.00	(45,485.81)	279.1
201-34-5231	FUEL, OIL & GREASE	2,533.69	23,211.22	8,000.00	(15,211.22)	290.1
201-34-5233	R&M- MACHINERY & EQUIP. PARTS	926.32	35,454.22	35,000.00	(454.22)	101.3
201-34-5241	SHOP SUPPLIES	.00	(129.86)	.00	129.86	.0
201-34-5329	HOA FEES	.00	708.00	420.00	(288.00)	168.6
201-34-5335	DUES & SUBSCRIPTIONS	.00	2,012.52	6,500.00	4,487.48	31.0
201-34-5356	PROFESSIONAL SERVICES	.00	20,446.83	40,000.00	19,553.17	51.1
201-34-5363	R&M COMPUTER/OFFICE EQUIP.	.00	5,479.05	7,500.00	2,020.95	73.1
201-34-5370	PPE ALLOWANCE	.00	(65.96)	1,400.00	1,465.96	(4.7)
201-34-5372	UNIFORMS	41.31	16,189.17	15,000.00	(1,189.17)	107.9
201-34-5380	PROFESSIONAL DEVELOPMENT	2,498.62	9,112.28	12,300.00	3,187.72	74.1
201-34-5398	WASTE COLLECTION SERVICE	708.03	3,062.65	8,500.00	5,437.35	36.0
201-34-5422	SMALL TOOLS	.00	.00	500.00	500.00	.0
201-34-5456	MOSQUITO CONTROL	.00	12,375.00	15,200.00	2,825.00	81.4
201-34-5512	INSURANCE-PROPERTY RELATED	.00	(35,839.10)	.00	35,839.10	.0
201-34-5941	PW OFFICE SUPPLIES	633.60	5,173.43	16,500.00	11,326.57	31.4
201-34-5947	COPIER EXPENSE	533.45	1,667.14	8,000.00	6,332.86	20.8
	<u>TOTAL PUBLIC WORKS</u>	<u>25,777.14</u>	<u>301,313.02</u>	<u>371,514.00</u>	<u>70,200.98</u>	<u>81.1</u>
	<u>CEMETERY</u>					
201-42-5382	GROUNDS MAINTENANCE SERVICE	.00	2,680.00	5,000.00	2,320.00	53.6
201-42-5423	SAND & GRAVEL & ROAD BASE	.00	126.02	5,000.00	4,873.98	2.5
201-42-5454	SURVEY	.00	.00	20,000.00	20,000.00	.0
	<u>TOTAL CEMETERY</u>	<u>.00</u>	<u>2,806.02</u>	<u>30,000.00</u>	<u>27,193.98</u>	<u>9.4</u>

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GEN. USE BLDGS. & COM. CENTERS</u>						
201-49-5341	ELECTRICITY	16.75	1,178.40	18,123.00	16,944.60	6.5
201-49-5342	WATER	3,554.03	3,554.03	4,000.00	445.97	88.9
201-49-5343	SEWER	1,930.00	1,930.00	2,000.00	70.00	96.5
201-49-5344	NATURAL GAS - HEAT	895.36	21,019.26	15,600.00	(5,419.26)	134.7
201-49-5346	STORM DRAINAGE	2,416.46	2,416.46	3,000.00	583.54	80.6
201-49-5367	R&M SERV./SUPPLIES - BUILDINGS	2,536.86	11,628.28	30,900.00	19,271.72	37.6
201-49-5368	CLEANING SUPPLIES	.00	.00	2,200.00	2,200.00	.0
201-49-5369	JANITORIAL SERVICE	4,675.50	44,249.25	40,000.00	(4,249.25)	110.6
TOTAL GEN. USE BLDGS. & COM. CENTERS		16,024.96	85,975.68	115,823.00	29,847.32	74.2
<u>COMMUNITY ACTIVITIES</u>						
201-50-5933	SENIOR'S VAN DO NOT USE	.00	(13.40)	.00	13.40	.0
TOTAL COMMUNITY ACTIVITIES		.00	(13.40)	.00	13.40	.0
<u>ECONOMIC DEVELOPMENT</u>						
201-51-5102	BENEFITS	.00	89.83	.00	(89.83)	.0
TOTAL ECONOMIC DEVELOPMENT		.00	89.83	.00	(89.83)	.0
<u>LIBRARY</u>						
201-55-5100	WAGES & SALARIES	22,638.94	228,240.15	276,471.00	48,230.85	82.6
201-55-5101	SEASONAL	.00	7,566.56	5,000.00	(2,566.56)	151.3
201-55-5102	BENEFITS	5,170.11	51,340.93	68,927.00	17,586.07	74.5
201-55-5214	OFFICE SUPPLIES	954.02	11,712.06	9,000.00	(2,712.06)	130.1
201-55-5311	POSTAGE	.00	8.00	200.00	192.00	4.0
201-55-5321	PRINTING SERVICES	.00	400.00	1,000.00	600.00	40.0
201-55-5331	PUBLISHING & LEGAL NOTICES	.00	.00	700.00	700.00	.0
201-55-5333	DUES	.00	120.00	200.00	80.00	60.0
201-55-5337	PROGRAMS	181.48	5,815.88	5,000.00	(815.88)	116.3
201-55-5345	TELEPHONE SERVICES	.00	80.06	.00	(80.06)	.0
201-55-5347	STORY TIME SUPPLIES	.00	81.72	200.00	118.28	40.9
201-55-5380	PROFESSIONAL DEVELOPMENT	.00	408.00	600.00	192.00	68.0
201-55-5384	INTERNET SERVICE	.00	.00	2,000.00	2,000.00	.0
201-55-5387	SPECIAL EVENT SUPPLIES	172.71	260.12	375.00	114.88	69.4
201-55-5579	SOFTWARE LICENSE/SUPPORT	149.98	6,719.35	8,500.00	1,780.65	79.1
201-55-5792	MULTI MEDIA	174.82	2,079.03	3,500.00	1,420.97	59.4
201-55-5793	E-BOOKS - SUBSCRIPTION/MISC.	.00	4,550.00	5,500.00	950.00	82.7
201-55-5900	LIBRARY BOOKS	124.95	18,907.39	18,000.00	(907.39)	105.0
201-55-5902	COURIER SERVICE	1,289.37	1,323.43	2,500.00	1,176.57	52.9
201-55-5903	GRANTS	(1,813.00)	(11,788.00)	11,000.00	22,788.00	(107.2)
TOTAL LIBRARY		29,043.38	327,824.68	418,673.00	90,848.32	78.3

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	271,878.46	4,041,899.11	5,425,991.00	1,384,091.89	74.5
NET REVENUE OVER EXPENDITURES	201,967.67	1,673,890.37	61,019.00	(1,612,871.37)	2743.2

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAX REVENUE</u>					
203-01-3130	SALES TAX	57,898.30	594,410.06	678,569.00	84,158.94	87.6
203-01-3312	MOTOR VEHICLE SPEC. OWNERSHIP	.00	.00	90,000.00	90,000.00	.0
203-01-3313	MOTOR VEHICLE REGISTRATION TAX	.00	.00	27,810.00	27,810.00	.0
203-01-3315	MOTOR VEHICLE USE TAX	55,326.46	709,814.88	848,720.00	138,905.12	83.6
203-01-3335	HIGHWAY USERS TAX	31,718.92	419,792.17	305,632.00	(114,160.17)	137.4
203-01-3337	ROAD & BRIDGE TAX	.00	.00	49,000.00	49,000.00	.0
	TOTAL TAX REVENUE	144,943.68	1,724,017.11	1,999,731.00	275,713.89	86.2
	<u>LICENSES & PERMITS</u>					
203-04-3343	STREET CUT PERMITS	1,100.00	1,450.00	250.00	(1,200.00)	580.0
203-04-3350	DEVELOPER ROAD FEE ESCROW	.00	600.00	.00	(600.00)	.0
203-04-3376	BP ROAD IMPACT FEE	36,020.00	151,721.20	.00	(151,721.20)	.0
	TOTAL LICENSES & PERMITS	37,120.00	153,771.20	250.00	(153,521.20)	61508.
	<u>MISCELLANEOUS REVENUE</u>					
203-08-3610	INVESTMENT EARNINGS	8,745.84	70,196.20	1,000.00	(69,196.20)	7019.6
203-08-3910	SALE OF ASSETS	.00	3,389.30	1,000.00	(2,389.30)	338.9
	TOTAL MISCELLANEOUS REVENUE	8,745.84	73,585.50	2,000.00	(71,585.50)	3679.3
	TOTAL FUND REVENUE	190,809.52	1,951,373.81	2,001,981.00	50,607.19	97.5

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>						
203-15-5100	WAGES & SALARIES	17,421.23	179,307.94	244,877.82	65,569.88	73.2
203-15-5102	BENEFITS	4,819.83	47,427.97	69,935.00	22,507.03	67.8
203-15-5214	OFFICE SUPPLIES	276.69	807.83	.00	(807.83)	.0
203-15-5345	TELEPHONE SERVICES	.00	106.74	.00	(106.74)	.0
	TOTAL ADMINISTRATIVE	22,517.75	227,650.48	314,812.82	87,162.34	72.3
<u>OPERATING</u>						
203-34-5100	WAGES & SALARIES	24,016.48	253,440.64	348,964.18	95,523.54	72.6
203-34-5102	BENEFITS	10,252.65	65,569.52	118,227.00	52,657.48	55.5
203-34-5233	R&M- MACHINERY & EQUIP. PARTS	409.66	(3,154.91)	.00	3,154.91	.0
203-34-5240	STREET PAINT, SIGNS, & PARTS	.00	14,768.30	35,000.00	20,231.70	42.2
203-34-5241	SHOP SUPPLIES	.00	(131.63)	.00	131.63	.0
203-34-5341	ELECTRICITY	14,896.22	134,307.22	196,930.00	62,622.78	68.2
203-34-5342	WATER	10,310.14	10,310.14	6,000.00	(4,310.14)	171.8
203-34-5370	PPE ALLOWANCE	.00	3,220.73	4,300.00	1,079.27	74.9
203-34-5397	WEED CONTROL	.00	1,343.50	6,000.00	4,656.50	22.4
203-34-5422	SMALL TOOLS	143.64	2,711.08	3,400.00	688.92	79.7
203-34-5423	SAND & GRAVEL & ROADBASE	.00	7,414.40	.00	(7,414.40)	.0
203-34-5424	FABRICATED MATERIAL (ASPHALT)	571.68	2,141.08	10,000.00	7,858.92	21.4
203-34-5425	STREET MAINT.-CRACK SEAL,ETC.	.00	.00	35,000.00	35,000.00	.0
203-34-5426	WEATHER RESPONSE MANAGEMENT	.00	7,606.40	8,000.00	393.60	95.1
203-34-5427	SNOW MANAGEMENT MATERIALS	5,289.41	5,289.41	30,000.00	24,710.59	17.6
203-34-5453	R&M SUPPLIES - STREET SWEEPER	137.39	412.16	6,000.00	5,587.84	6.9
203-34-5456	MOSQUITO CONTROL	.00	3,800.00	.00	(3,800.00)	.0
203-34-5533	EQUIPMENT RENTAL	.00	2,963.20	3,000.00	36.80	98.8
203-34-5562	COUNTY CLERK FEES	.00	.00	33,600.00	33,600.00	.0
203-34-5941	SAFETY & FIRST AID KITS	111.84	1,472.28	5,000.00	3,527.72	29.5
	TOTAL OPERATING	66,139.11	513,483.52	849,421.18	335,937.66	60.5
	TOTAL FUND EXPENDITURES	88,656.86	741,134.00	1,164,234.00	423,100.00	63.7
	NET REVENUE OVER EXPENDITURES	102,152.66	1,210,239.81	837,747.00	(372,492.81)	144.5

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
204-02-3444	BP RAW WATER FEE	.00	91,930.00	.00	(91,930.00)	.0
204-02-3446	TAP FEES	68,459.00	534,554.00	834,960.00	300,406.00	64.0
	TOTAL CONTRIBUTED CAPITAL	68,459.00	626,484.00	834,960.00	208,476.00	75.0
	<u>OPERATING REVENUE</u>					
204-03-3441	WATER SALES	417,929.81	3,737,577.45	5,307,980.00	1,570,402.55	70.4
204-03-3442	SHUT-OFF/RECON./LATE/NSF/TRANS	4,625.00	21,974.72	24,786.00	2,811.28	88.7
204-03-3443	HYDRANT WATER SALES	.00	127.68	.00	(127.68)	.0
204-03-3447	BULK WATER SALES	2,728.25	20,052.60	.00	(20,052.60)	.0
204-03-3448	WATER METER FEE	450.00	450.00	.00	(450.00)	.0
	TOTAL OPERATING REVENUE	425,733.06	3,780,182.45	5,332,766.00	1,552,583.55	70.9
	<u>NON-OPERATING REVENUE</u>					
204-04-3610	INVESTMENT EARNINGS	73,430.85	656,229.27	41,474.00	(614,755.27)	1582.3
204-04-3650	LOAN PROCEEDS	1,060,184.80	10,031,489.23	13,350,761.00	3,319,271.77	75.1
204-04-3910	SALE OF ASSETS	.00	161.69	.00	(161.69)	.0
	TOTAL NON-OPERATING REVENUE	1,133,615.65	10,687,880.19	13,392,235.00	2,704,354.81	79.8
	TOTAL FUND REVENUE	1,627,807.71	15,094,546.64	19,559,961.00	4,465,414.36	77.2

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>						
204-15-5100	WAGES & SALARIES	29,467.42	322,272.64	395,899.00	73,626.36	81.4
204-15-5102	BENEFITS	8,007.95	81,399.47	122,244.00	40,844.53	66.6
	TOTAL ADMINISTRATIVE	37,475.37	403,672.11	518,143.00	114,470.89	77.9
<u>OPERATING</u>						
204-34-5100	WAGES & SALARIES	39,752.55	403,458.94	481,126.00	77,667.06	83.9
204-34-5102	BENEFITS	13,082.83	139,618.32	206,895.00	67,276.68	67.5
204-34-5221	CHEMICALS	19,773.24	158,895.86	250,000.00	91,104.14	63.6
204-34-5227	PLANT UTILITIES	682.73	14,303.57	28,000.00	13,696.43	51.1
204-34-5229	DRINKING WATER PROGRAM FEE	.00	1,850.00	2,000.00	150.00	92.5
204-34-5231	FUEL, OIL & GREASE	2,105.32	15,351.41	7,500.00	(7,851.41)	204.7
204-34-5233	R&M- MACHINERY & EQUIP. PARTS	844.59	687.49	15,000.00	14,312.51	4.6
204-34-5241	SHOP SUPPLIES	22.97	1,612.50	1,500.00	(112.50)	107.5
204-34-5334	WATER TESTING	3,355.50	57,637.21	80,000.00	22,362.79	72.1
204-34-5339	ON-LINE UTILITY BILL PAY-FEES	2,483.26	24,448.99	27,000.00	2,551.01	90.6
204-34-5341	ELECTRICITY	5,357.70	60,060.13	80,000.00	19,939.87	75.1
204-34-5345	TELEPHONE SERVICE	66.95	674.78	700.00	25.22	96.4
204-34-5352	LEGAL SERVICES	.00	3,892.50	30,000.00	26,107.50	13.0
204-34-5356	PROFESSIONAL SERVICES	355.00	34,289.12	60,000.00	25,710.88	57.2
204-34-5370	PPE ALLOWANCE	.00	17,726.11	28,000.00	10,273.89	63.3
204-34-5380	PROFESSIONAL DEVELOPMENT	1,548.00	6,256.47	13,610.00	7,353.53	46.0
204-34-5384	INTERNET SERVICE	104.28	1,099.78	2,200.00	1,100.22	50.0
204-34-5422	SMALL TOOLS	1,550.00	4,686.06	8,000.00	3,313.94	58.6
204-34-5423	SAND & GRAVEL & ROAD BASE	.00	.00	4,000.00	4,000.00	.0
204-34-5430	DISTRIBUTION SYS EMR REPAIR	.00	.00	15,000.00	15,000.00	.0
204-34-5433	R&M SUPP. / SERV. PLANT	5,743.52	95,692.29	120,000.00	24,307.71	79.7
204-34-5434	R&M SUPP. / SERV. LINES	273.29	34,007.33	80,000.00	45,992.67	42.5
204-34-5435	R&M SUPP. / SERV. HYDRANTS	.00	2,306.66	.00	(2,306.66)	.0
204-34-5437	R&M SCADA REPAIR	.00	27,308.50	25,000.00	(2,308.50)	109.2
204-34-5440	SLUDGE REMOVAL	4,161.50	46,399.50	285,000.00	238,600.50	16.3
204-34-5455	LAB SUPPLIES	411.99	14,703.10	12,500.00	(2,203.10)	117.6
204-34-5512	INSURANCE-PROPERTY RELATED	(11,830.00)	(30,685.98)	.00	30,685.98	.0
204-34-5533	EQUIPMENT RENTAL	.00	.00	2,500.00	2,500.00	.0
204-34-5560	COUNTY TREAS. FEES	.00	.00	2,500.00	2,500.00	.0
204-34-5593	RAW WATER PURCHASES	2,147,998.57	2,158,206.37	2,300,000.00	141,793.63	93.8
204-34-5597	RAW WATER FEES AND ASSESSMENTS	.00	16,093.00	27,000.00	10,907.00	59.6
204-34-5825	HYDRANT METER	.00	471.56	.00	(471.56)	.0
204-34-5903	WATER METERS - NEW HOMES	.00	54,735.80	30,000.00	(24,735.80)	182.5
204-34-5941	SAFETY & FIRST AID KITS	90.71	1,048.58	3,000.00	1,951.42	35.0
204-34-5963	METER REPLACEMENT	.00	14,382.00	.00	(14,382.00)	.0
204-34-5969	LAB EQUIPMENT (TURBIDOMETER)	6,866.00	16,827.36	20,000.00	3,172.64	84.1
	TOTAL OPERATING	2,244,800.50	3,398,045.31	4,248,031.00	849,985.69	80.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
204-90-5612 BERKADIA - BOND PRINCIPAL	.00	.00	27,000.00	27,000.00	.0
204-90-5613 CWCB LOAN-PRINCIPAL	.00	.00	53,248.00	53,248.00	.0
204-90-5622 BERKADIA - BOND INTEREST	.00	700.00	2,750.00	2,050.00	25.5
204-90-5623 CWCB LOAN-INTEREST	.00	.00	4,345.00	4,345.00	.0
204-90-5630 CWRPDA 2019 SERIES A PRINCIPAL	.00	1,068,483.00	1,049,857.00	(18,626.00)	101.8
204-90-5631 CWRPDA 2019 SERIES A INTEREST	.00	393,216.24	414,466.00	21,249.76	94.9
TOTAL DEBT SERVICE	.00	1,462,399.24	1,551,666.00	89,266.76	94.3
TOTAL FUND EXPENDITURES	2,282,275.87	5,264,116.66	6,317,840.00	1,053,723.34	83.3
NET REVENUE OVER EXPENDITURES	(654,468.16)	9,830,429.98	13,242,121.00	3,411,691.02	74.2

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
205-02-3446	TAP FEES	64,297.00	492,945.00	779,360.00	286,415.00	63.3
	TOTAL CONTRIBUTED CAPITAL	64,297.00	492,945.00	779,360.00	286,415.00	63.3
	<u>OPERATING REVENUE</u>					
205-03-3445	SEWER USER FEES	186,973.65	1,826,426.56	2,507,634.00	681,207.44	72.8
	TOTAL OPERATING REVENUE	186,973.65	1,826,426.56	2,507,634.00	681,207.44	72.8
	<u>NON-OPERATING REVENUE</u>					
205-04-3610	INVESTMENT EARNINGS	36,893.48	329,704.40	28,413.00	(301,291.40)	1160.4
205-04-3640	LOAN / BOND PLANT EXPANSION	.00	.00	24,386,515.00	24,386,515.00	.0
205-04-3650	BOND/LOAN PROCEEDS	1,700,314.63	15,419,488.88	.00	(15,419,488.88)	.0
205-04-3910	SALE OF ASSETS	.00	8.00	.00	(8.00)	.0
	TOTAL NON-OPERATING REVENUE	1,737,208.11	15,749,201.28	24,414,928.00	8,665,726.72	64.5
	TOTAL FUND REVENUE	1,988,478.76	18,068,572.84	27,701,922.00	9,633,349.16	65.2

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATIVE</u>					
205-15-5100	WAGES & SALARIES	29,467.40	322,114.99	395,899.00	73,784.01	81.4
205-15-5102	BENEFITS	8,007.91	81,251.71	121,110.00	39,858.29	67.1
	TOTAL ADMINISTRATIVE	37,475.31	403,366.70	517,009.00	113,642.30	78.0
	<u>OPERATING</u>					
205-34-5100	WAGES & SALARIES	35,873.63	336,555.23	447,250.00	110,694.77	75.3
205-34-5102	BENEFITS	14,980.79	127,041.01	158,091.00	31,049.99	80.4
205-34-5221	CHEMICALS	.00	18,792.24	70,000.00	51,207.76	26.9
205-34-5228	STATE DISCHARGE PERMIT	.00	3,463.88	5,000.00	1,536.12	69.3
205-34-5231	FUEL, OIL & GREASE	236.65	7,797.27	8,500.00	702.73	91.7
205-34-5233	R&M- MACHINERY & EQUIP. PARTS	137.39	(13,244.51)	30,000.00	43,244.51	(44.2)
205-34-5241	SHOP SUPPLIES	.00	411.66	1,500.00	1,088.34	27.4
205-34-5339	ON-LINE UTILITY BILL PAY FEES	1,768.65	17,488.17	20,000.00	2,511.83	87.4
205-34-5341	ELECTRICITY	16,130.01	146,442.76	129,035.00	(17,407.76)	113.5
205-34-5342	WATER	1,664.85	1,664.85	1,200.00	(464.85)	138.7
205-34-5344	NATURAL GAS	762.85	11,678.73	7,500.00	(4,178.73)	155.7
205-34-5356	PROFESSIONAL SERVICES	1,136.92	17,429.75	60,000.00	42,570.25	29.1
205-34-5370	PPE ALLOWANCE	90.04	5,848.76	8,500.00	2,651.24	68.8
205-34-5380	PROFESSIONAL DEVELOPMENT	235.00	8,778.44	13,460.00	4,681.56	65.2
205-34-5384	INTERNET SERVICE	134.28	1,497.65	1,300.00	(197.65)	115.2
205-34-5422	SMALL TOOLS	.00	391.35	6,000.00	5,608.65	6.5
205-34-5423	SAND & GRAVEL & ROAD BASE	.00	.00	4,000.00	4,000.00	.0
205-34-5431	R&M PUMPS	.00	.00	25,000.00	25,000.00	.0
205-34-5432	R&M SCADA	141.75	11,364.43	25,000.00	13,635.57	45.5
205-34-5433	R&M SUPP. / SERV. PLANT	10,883.43	51,403.21	65,000.00	13,596.79	79.1
205-34-5434	R&M SUPP. / SERV. LINES	198.61	4,296.79	20,000.00	15,703.21	21.5
205-34-5435	PROPANE	.00	.00	5,000.00	5,000.00	.0
205-34-5436	COLLECTION SYSTEM EMER. REPAIR	.00	.00	15,000.00	15,000.00	.0
205-34-5440	SLUDGE DISPOSAL	2,736.00	32,436.00	50,000.00	17,564.00	64.9
205-34-5455	LAB SUPPLIES	1,550.16	7,334.83	5,000.00	(2,334.83)	146.7
205-34-5512	INSURANCE-PROPERTY RELATED	.00	3,666.34	.00	(3,666.34)	.0
205-34-5533	EQUIPMENT RENTAL	.00	.00	2,500.00	2,500.00	.0
205-34-5554	SEWER TESTING	3,974.00	27,012.71	40,000.00	12,987.29	67.5
205-34-5941	SAFETY & FIRST AID KITS	138.51	1,661.07	3,000.00	1,338.93	55.4
205-34-5969	LAB EQUIPMENT	.00	1,324.37	6,500.00	5,175.63	20.4
	TOTAL OPERATING	92,773.52	832,536.99	1,233,336.00	400,799.01	67.5

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
205-90-5616	2014 WWTP BONDS - PRINCIPAL	.00	500.00	.00	(500.00)	.0
205-90-5618	2022 LOAN W22AX116 - PRINCIPAL	.00	447,699.00	618,315.00	170,616.00	72.4
205-90-5619	2022 LOAN W22AX116 - INTEREST	.00	1,399,078.34	1,249,115.00	(149,963.34)	112.0
205-90-5621	2022 GPR LOAN PRINCIPAL	40,522.08	47,151.26	47,151.00	(.26)	100.0
205-90-5622	2022 GPR LOAN INTEREST	22,450.28	26,200.28	26,200.00	(.28)	100.0
	TOTAL DEBT SERVICE	62,972.36	1,920,628.88	1,940,781.00	20,152.12	99.0
	TOTAL FUND EXPENDITURES	193,221.19	3,156,532.57	3,691,126.00	534,593.43	85.5
	NET REVENUE OVER EXPENDITURES	1,795,257.57	14,912,040.27	24,010,796.00	9,098,755.73	62.1

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
207-02-3451	TOW STRM DRN BP IMPACT	7,473.71	33,267.23	35,000.00	1,732.77	95.1
207-02-3453	AUTH STORM DRN BP IMPACT	13,147.42	49,254.44	403,322.00	354,067.56	12.2
	TOTAL CONTRIBUTED CAPITAL	20,621.13	82,521.67	438,322.00	355,800.33	18.8
	<u>OPERATING REVENUE</u>					
207-03-3449	TOW STORM DRAIN UTILITY FEES	22,754.34	227,696.87	270,400.00	42,703.13	84.2
207-03-3452	AUTH STORM DRAIN UTILITY FEES	34,631.83	344,112.14	35,200.00	(308,912.14)	977.6
	TOTAL OPERATING REVENUE	57,386.17	571,809.01	305,600.00	(266,209.01)	187.1
	<u>MISCELLANEOUS REVENUE</u>					
207-08-3364	GRANT	.00	97,678.69	60,000.00	(37,678.69)	162.8
207-08-3610	INVESTMENT EARNINGS	4,781.99	42,735.04	3,500.00	(39,235.04)	1221.0
207-08-3690	MISCELLANEOUS REVENUE	16.14	16.98	.00	(16.98)	.0
	TOTAL MISCELLANEOUS REVENUE	4,798.13	140,430.71	63,500.00	(76,930.71)	221.2
	TOTAL FUND REVENUE	82,805.43	794,761.39	807,422.00	12,660.61	98.4

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATIVE</u>					
207-15-5100	WAGES & SALARIES	6,956.35	73,632.20	101,666.77	28,034.57	72.4
207-15-5102	BENEFITS	1,971.54	19,146.57	.00	(19,146.57)	.0
	TOTAL ADMINISTRATIVE	8,927.89	92,778.77	101,666.77	8,888.00	91.3
	<u>OPERATING</u>					
207-34-5100	WAGES & SALARIES	3,561.45	32,320.97	55,514.23	23,193.26	58.2
207-34-5102	BENEFITS	1,494.84	12,257.67	30,063.00	17,805.33	40.8
207-34-5231	FUEL, OIL & GREASE	.00	2,960.28	2,000.00	(960.28)	148.0
207-34-5339	ON-LINE UTILITY BILL PAY-FEE	639.28	6,381.64	6,500.00	118.36	98.2
207-34-5341	ELECTRICITY	52.40	689.88	710.00	20.12	97.2
207-34-5356	PROFESSIONAL SERVICES	.00	.00	20,000.00	20,000.00	.0
207-34-5522	AUTHORITY UTILITIES PAYMENTS	.00	378,082.26	403,322.00	25,239.74	93.7
207-34-5524	AUTHORITY BP IMPACT PAYMENTS	.00	37,400.00	35,200.00	(2,200.00)	106.3
207-34-5533	EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
	TOTAL OPERATING	5,747.97	470,092.70	554,309.23	84,216.53	84.8
	TOTAL FUND EXPENDITURES	14,675.86	562,871.47	655,976.00	93,104.53	85.8
	NET REVENUE OVER EXPENDITURES	68,129.57	231,889.92	151,446.00	(80,443.92)	153.1

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
209-08-3610	INVESTMENT EARNINGS	3,134.01	36,048.56	.00	(36,048.56)	.0
	TOTAL MISCELLANEOUS REVENUE	3,134.01	36,048.56	.00	(36,048.56)	.0
	TOTAL FUND REVENUE	3,134.01	36,048.56	.00	(36,048.56)	.0
	NET REVENUE OVER EXPENDITURES	3,134.01	36,048.56	.00	(36,048.56)	.0

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAX REVENUE</u>					
210-01-3130	SALES TAX	47,379.95	486,505.46	555,193.00	68,687.54	87.6
210-01-3140	USE TAX BUILDING MATERIALS	.00	.00	231,440.00	231,440.00	.0
210-01-3315	MOTOR VEHICLE USE TAX	11,331.92	164,950.24	212,180.00	47,229.76	77.7
210-01-3700	OPEN SPACE SALES TAX	37,828.56	342,413.61	381,600.00	39,186.39	89.7
	TOTAL TAX REVENUE	96,540.43	993,869.31	1,380,413.00	386,543.69	72.0
	<u>BUILDING PERMITS</u>					
210-02-3381	TRAIL IMPACT FEE	2,250.00	21,600.00	.00	(21,600.00)	.0
210-02-3620	BP PARK IMPACT FEE	5,000.00	48,000.00	.00	(48,000.00)	.0
	TOTAL BUILDING PERMITS	7,250.00	69,600.00	.00	(69,600.00)	.0
	<u>RECREATION PROGRAM FEES</u>					
210-05-3175	RECREATION FEES	110.00	64,098.20	32,000.00	(32,098.20)	200.3
210-05-3177	BATTING CAGES FEES/SALES	.00	1,979.00	.00	(1,979.00)	.0
	TOTAL RECREATION PROGRAM FEES	110.00	66,077.20	32,000.00	(34,077.20)	206.5
	<u>MISCELLANEOUS REVENUE</u>					
210-08-3505	MISC. GRANTS / CONTRIBUTIONS	.00	9,248.00	.00	(9,248.00)	.0
210-08-3610	INVESTMENT EARNINGS	12,495.49	111,281.99	20,000.00	(91,281.99)	556.4
210-08-3910	SALE OF ASSETS	.00	11.00	.00	(11.00)	.0
	TOTAL MISCELLANEOUS REVENUE	12,495.49	120,540.99	20,000.00	(100,540.99)	602.7
	TOTAL FUND REVENUE	116,395.92	1,250,087.50	1,432,413.00	182,325.50	87.3

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATIVE</u>					
210-15-5100	WAGES & SALARIES	12,276.51	121,731.96	173,697.00	51,965.04	70.1
210-15-5102	BENEFITS	3,466.91	31,564.15	39,383.00	7,818.85	80.2
210-15-5335	DUES & SUBSCRIPTIONS	.00	25.00	.00	(25.00)	.0
	TOTAL ADMINISTRATIVE	15,743.42	153,321.11	213,080.00	59,758.89	72.0
	<u>OPERATING</u>					
210-34-5100	WAGES & SALARIES	17,127.02	166,803.94	241,355.00	74,551.06	69.1
210-34-5101	SEASONALS	1,541.95	12,722.47	30,110.00	17,387.53	42.3
210-34-5102	BENEFITS	5,939.03	52,668.62	73,892.00	21,223.38	71.3
210-34-5214	OFFICE SUPPLIES	.00	40.37	.00	(40.37)	.0
210-34-5221	POND CHEMICALS	.00	.00	5,000.00	5,000.00	.0
210-34-5231	FUEL, OIL & GREASE	2,211.40	13,270.18	6,000.00	(7,270.18)	221.2
210-34-5233	R&M- MACHINERY & EQUIP. PARTS	2,076.81	12,797.79	18,000.00	5,202.21	71.1
210-34-5234	IRRIG. WATER ASSESSMENTS	1,140.00	1,140.00	.00	(1,140.00)	.0
210-34-5237	IRRIG. SYS. SUPPLIES/REPAIRS	.00	13,851.35	10,000.00	(3,851.35)	138.5
210-34-5239	WELLS & WELL HOUSES	.00	8,539.51	10,000.00	1,460.49	85.4
210-34-5241	SHOP SUPPLIES	21.99	1,221.26	2,200.00	978.74	55.5
210-34-5252	TREE REPLACEMENT & TRIMMING	162.00	673.73	35,000.00	34,326.27	1.9
210-34-5253	TREE SPRAYING	1,200.00	5,427.89	30,000.00	24,572.11	18.1
210-34-5254	PARKS PLAYGROUND & GENERAL R&M	3,412.30	29,593.83	30,000.00	406.17	98.7
210-34-5341	IRRIGATION ELECTRICITY	478.21	2,368.29	10,000.00	7,631.71	23.7
210-34-5342	WATER	31,422.63	31,422.63	16,169.00	(15,253.63)	194.3
210-34-5343	SEWER	1,321.79	1,321.79	840.00	(481.79)	157.4
210-34-5344	NATURAL GAS	76.33	1,472.82	850.00	(622.82)	173.3
210-34-5346	STORM DRAINAGE	2,540.80	2,540.80	2,800.00	259.20	90.7
210-34-5356	PROFESSIONAL SERVICES	.00	350.00	3,000.00	2,650.00	11.7
210-34-5365	TOILET RENTAL	1,553.21	15,003.34	11,000.00	(4,003.34)	136.4
210-34-5366	SERVICES - PARKS & LAWN CARE	15,170.50	66,697.00	80,000.00	13,303.00	83.4
210-34-5370	PPE ALLOWANCE	.00	1,582.97	1,500.00	(82.97)	105.5
210-34-5372	UNIFORMS	.00	510.96	2,500.00	1,989.04	20.4
210-34-5380	PROFESSIONAL DEVELOPMENT	177.37	2,322.49	4,000.00	1,677.51	58.1
210-34-5397	WEED CONTROL	.00	.00	200.00	200.00	.0
210-34-5422	SMALL TOOLS	499.98	2,132.00	4,500.00	2,368.00	47.4
210-34-5423	SAND, GRAVEL, MULCH	654.47	1,593.55	12,000.00	10,406.45	13.3
210-34-5512	INSURANCE-PROPERTY RELATED	.00	(13,338.73)	.00	13,338.73	.0
210-34-5533	EQUIPMENT RENTAL	.00	572.25	1,000.00	427.75	57.2
210-34-5562	COUNTY CLERK FEES	.00	.00	7,000.00	7,000.00	.0
210-34-5941	SAFETY & FIRST AID KITS	.00	784.77	3,000.00	2,215.23	26.2
210-34-5942	MINOR PARK IMPROVEMENTS	1,276.74	10,837.47	30,000.00	19,162.53	36.1
	TOTAL OPERATING	90,004.53	446,925.34	681,916.00	234,990.66	65.5

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
210-51-5100 WAGES & SALARIES	16,544.47	187,644.23	171,335.00	(16,309.23)	109.5
210-51-5101 SEASONALS	3,140.38	49,622.22	88,093.00	38,470.78	56.3
210-51-5102 BENEFITS	6,877.33	71,729.61	76,492.00	4,762.39	93.8
210-51-5130 START SMART BASEBALL	.00	.00	800.00	800.00	.0
210-51-5131 START SMART BASKETBALL	.00	.00	640.00	640.00	.0
210-51-5132 START SMART FLAG FOOTBALL	.00	.00	960.00	960.00	.0
210-51-5133 START SMART SOCCER	.00	.00	1,480.00	1,480.00	.0
210-51-5135 YOUTH SPORTS APPAREL	.00	4,557.72	5,000.00	442.28	91.2
210-51-5140 YOUTH SOCCER	.00	1,618.95	4,470.00	2,851.05	36.2
210-51-5142 YOUTH FOOTBALL	.00	1,844.88	1,500.00	(344.88)	123.0
210-51-5144 YOUTH BASEBALL	.00	4,812.18	12,850.00	8,037.82	37.5
210-51-5145 YOUTH SOFTBALL	.00	1,045.00	2,900.00	1,855.00	36.0
210-51-5146 YOUTH BASKETBALL	221.30	471.30	1,025.00	553.70	46.0
210-51-5148 YOUTH VOLLEYBALL	.00	328.59	1,677.00	1,348.41	19.6
210-51-5149 YOUTH TENNIS	.00	1,067.61	480.00	(587.61)	222.4
210-51-5158 ADULT KICKBALL	.00	.00	475.00	475.00	.0
210-51-5161 ADULT TENNIS	.00	1,107.14	480.00	(627.14)	230.7
210-51-5162 ADULT SOFTBALL	.00	2,109.34	5,775.00	3,665.66	36.5
210-51-5164 ADULT VOLLEYBALL	.00	139.83	1,300.00	1,160.17	10.8
210-51-5165 NCSO REFEREES ADMIN FEE	1,740.00	7,485.00	8,000.00	515.00	93.6
210-51-5166 INSTRUCTOR/OFFICIAL FEES	1,382.00	16,590.20	30,000.00	13,409.80	55.3
210-51-5168 COMPUTER EQUIP./SOFTWARE	171.09	8,709.49	13,230.00	4,520.51	65.8
210-51-5181 REC. PROG. SUPPLIES/EXP.	825.61	6,233.36	15,000.00	8,766.64	41.6
210-51-5183 BATTING CAGES - MAINT. & OPER.	.00	3,560.00	10,500.00	6,940.00	33.9
210-51-5185 BALL FIELD/CAGE ELECTRICITY	1,451.52	9,153.08	14,000.00	4,846.92	65.4
210-51-5186 INFIELD MIX	.00	4,802.31	13,000.00	8,197.69	36.9
210-51-5223 OPERATING SUPPLIES	.00	369.30	3,000.00	2,630.70	12.3
210-51-5372 STAFF UNIFORMS	.00	166.50	2,500.00	2,333.50	6.7
210-51-5380 PROFESSIONAL DEVELOPMENT	1,994.00	2,594.25	4,500.00	1,905.75	57.7
210-51-5392 GYM RENTAL	1,212.00	6,664.50	14,378.00	7,713.50	46.4
210-51-5401 MARKETING SERVICES	.00	4,864.41	13,000.00	8,135.59	37.4
TOTAL RECREATION	35,559.70	399,291.00	518,840.00	119,549.00	77.0
<u>DEBT SERVICE</u>					
210-90-5630 WCP - PRINCIPAL	21,319.20	211,178.84	.00	(211,178.84)	.0
210-90-5632 WCP - INTEREST	1,135.79	13,371.06	.00	(13,371.06)	.0
TOTAL DEBT SERVICE	22,454.99	224,549.90	.00	(224,549.90)	.0
TOTAL FUND EXPENDITURES	163,762.64	1,224,087.35	1,413,836.00	189,748.65	86.6
NET REVENUE OVER EXPENDITURES	(47,366.72)	26,000.15	18,577.00	(7,423.15)	140.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL EXPENDITURES</u>					
211-80-4006 OLD TOWN STREET REPAIRS	13,970.88	300,915.82	505,000.00	204,084.18	59.6
211-80-4007 NEWER SUBDIVISION SEAL COAT	.00	22,500.00	102,900.00	80,400.00	21.9
211-80-4010 WATER PLANT EXPANSION CONSTRUCT	40,563.46	10,603,744.32	17,394,004.00	6,790,259.68	61.0
211-80-4014 WILSON WELL IMPROVEMENTS	.00	8,300.90	68,000.00	59,699.10	12.2
211-80-4015 BULK WATER DISPENSER	10,348.00	43,592.66	60,492.56	16,899.90	72.1
211-80-4018 FIRE HYDRANT REPLACEMENT	.00	9,704.50	72,600.00	62,895.50	13.4
211-80-4022 NANO PLANT EXPANSION	.00	2,578.01	46,411.76	43,833.75	5.6
211-80-4026 WATER SOURCE DEVELOPMENT	.00	.00	125,000.00	125,000.00	.0
211-80-4038 OLD TOWN STREET REPAIR	.00	66,423.40	66,300.00	(123.40)	100.2
211-80-4039 STORM DRAIN & PAN REPLACEMENTS	.00	16,143.32	37,079.00	20,935.68	43.5
211-80-4054 TRACT F	.00	.00	75,000.00	75,000.00	.0
211-80-4059 FILTER MEDIA REPLACEMENT	.00	9,700.00	117,750.00	108,050.00	8.2
211-80-4061 WWTP EXPANSION DESIGN	39,172.50	642,167.87	940,888.00	298,720.13	68.3
211-80-4065 B-DAMS IMPROVEMENT	.00	.00	113,534.00	113,534.00	.0
211-80-4083 WWTP EXPANSION CONSTRUCTION	3,517.50	12,972,538.64	24,386,515.00	11,413,976.36	53.2
211-80-4085 LIGHTENING PROTECTION	.00	42,930.00	115,000.00	72,070.00	37.3
211-80-4089 VIEWPOINT LIFT STATION UPGRADE	.00	22,376.35	200,000.00	177,623.65	11.2
211-80-4091 SEWER OVER - SIZING REIM	.00	14,025.00	12,375.00	(1,650.00)	113.3
211-80-5001 VEHICLE REPLACEMENT	.00	.00	35,000.00	35,000.00	.0
211-80-5013 WATER EFFICIENCY PROGRAM	.00	28,368.70	168,434.83	140,066.13	16.8
211-80-5021 LEAK REPAIR TRAILER	.00	(1,315.06)	.00	1,315.06	.0
211-80-5022 CLEVELAND AVE IMPROVEMENTS	21,314.48	28,044.48	350,000.00	321,955.52	8.0
211-80-5023 STREET AND SIDEWALK SAFETY IMP	.00	.00	100,000.00	100,000.00	.0
211-80-5024 TRANSPORTATION MASTER PLAN	.00	.00	60,000.00	60,000.00	.0
211-80-5025 ROAD REIMBURSEMENT-RR	.00	13,051.56	208,800.00	195,748.44	6.3
211-80-5026 ADA LIFT IN MSB	.00	.00	40,000.00	40,000.00	.0
211-80-5027 BOX ELDER CREEK	.00	18,641.00	45,000.00	26,359.00	41.4
211-80-5028 OUTFALL FOR CLEVELAND AVE IMP	.00	.00	150,000.00	150,000.00	.0
211-80-5029 VEHICLE REPLACEMENT	.00	.00	35,000.00	35,000.00	.0
211-80-5030 2 MG TANK COATING	37,954.50	44,555.70	1,300,000.00	1,255,444.30	3.4
211-80-5031 TANK AERATION STUDY	.00	.00	75,000.00	75,000.00	.0
211-80-5032 PRE-TREATMENT FACILITY - SECUR	.00	.00	50,000.00	50,000.00	.0
211-80-5033 PRE-TREATMENT FACILITY - CONCR	.00	.00	20,000.00	20,000.00	.0
211-80-5034 WRF MCC EQUIPMENT COOLING SYS	.00	19,560.00	20,000.00	440.00	97.8
211-80-5036 WATER PURCHASES	.00	.00	2,350,000.00	2,350,000.00	.0
211-80-5037 HOUSING NEEDS ASSESSMENT	.00	.00	70,000.00	70,000.00	.0
211-80-5038 ADA COMMUNITY IMPROVEMENTS	.00	.00	20,000.00	20,000.00	.0
211-80-5039 SPLASHPAD CHEMICAL ROOM UPGRA	.00	.00	125,000.00	125,000.00	.0
211-80-5040 IRRIGATION SYSTEM UPGRADES	862.00	2,906.28	25,000.00	22,093.72	11.6
TOTAL CAPITAL EXPENDITURES	167,703.32	24,931,453.45	49,686,084.15	24,754,630.70	50.2
TOTAL FUND EXPENDITURES	167,703.32	24,931,453.45	49,686,084.15	24,754,630.70	50.2
NET REVENUE OVER EXPENDITURES	(167,703.32)	(24,931,453.45)	(49,686,084.15)	(24,754,630.70)	(50.2)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

LIBRARY TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>BUILDING PERMITS</u>					
255-02-3372	LIBRARY IMPACT FEES	1,250.00	12,000.00	.00	(12,000.00)	.0
	TOTAL BUILDING PERMITS	1,250.00	12,000.00	.00	(12,000.00)	.0
	TOTAL FUND REVENUE	1,250.00	12,000.00	.00	(12,000.00)	.0
	NET REVENUE OVER EXPENDITURES	1,250.00	12,000.00	.00	(12,000.00)	.0

Board of Trustees Meeting

Date: December 12, 2023
Subject: October 2023 Report of Bills

BACKGROUND / DISCUSSION

Report of Bills for October 2023.

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. Oct 2023 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	
58074									
10/23	10/03/2023	58074	14201	EDMUNDSON INC, DBA ARBOR	INV61479-1	210-34-5942	2,902.81	2,902.81	Northern Water Grant for landscaping-TREES, PERENNIAL, SHRUBS
Total 58074:								2,902.81	
58082									
10/23	10/10/2023	58082	10291	ADVANCED AUTO PARTS	8177322670	205-34-5233	41.28	41.28	HEADLIGHTS REPLACEMENT
10/23	10/10/2023	58082	10291	ADVANCED AUTO PARTS	8177322670	201-34-5233	119.10	119.10	SPARK PLUG-G POWER
Total 58082:								160.38	
58083									
10/23	10/10/2023	58083	13710	ALL COPY PRODUCTS, INC.	35002257	201-17-5947	1,032.41	1,032.41	SHARP COPIER AGREEMENT
Total 58083:								1,032.41	
58084									
10/23	10/10/2023	58084	13266	AMAZON	1GRM-31PQ	203-34-5941	84.00	84.00	SAFETY GLASSES FOR STREETS
10/23	10/10/2023	58084	13266	AMAZON	1LW9-6FMF-	203-15-5214	136.07	136.07	PAPER TOWELS, COFFEE, BATTERIES- MSB
10/23	10/10/2023	58084	13266	AMAZON	1LW9-6FMF-	201-18-5214	24.98	24.98	MECHANICAL PENCIL RETRACTABLE DRAFTING
Total 58084:								245.05	
58085									
10/23	10/10/2023	58085	14172	Arkansas Valley Seed	2311500 BILL	210-34-5254	170.00	170.00	MIXTURE-LOW GROW LBS.
Total 58085:								170.00	
58086									
10/23	10/10/2023	58086	13942	AWP INC	AWP083120	203-34-5240	80.00	80.00	30 X 6 STREET BLADES
10/23	10/10/2023	58086	13942	AWP INC	AWP092920	203-34-5240	123.52	123.52	BMX TRACK 24X18 CUSTOM
Total 58086:								203.52	
58087									
10/23	10/10/2023	58087	14195	BAKER TILLY US, LLP	BT2556114	201-14-5100	6,214.21	6,214.21	DON RHOADS- SEPT 2023- FINANCIAL MANAGEMENT SERVICES 2023 AND TR

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	
10/23	10/10/2023	58087	14195	BAKER TILLY US, LLP	BT2556114	201-34-5790	20,000.00	20,000.00	DON RHOADS- SEPT 2023- FINANICAL MANAGEMENT SERVICES 2023 AND TR
10/23	10/10/2023	58087	14195	BAKER TILLY US, LLP	BT2556114	201-13-5380	2,004.04	2,004.04	DON RHOADS- SEPT 2023- FINANICAL MANAGEMENT SERVICES 2023 AND TR
Total 58087:								28,218.25	
58088									
10/23	10/10/2023	58088	13347	BNSF RAILWAY COMPANY	90255910	201-00-2207	44,331.72	44,331.72	CR 60 SIGNAL INSTALLATION PROJECT GW BUSH AVE
Total 58088:								44,331.72	
58089									
10/23	10/10/2023	58089	551	CENTURYLINK	09132023PU	204-34-5384	173.26	173.26	PUMP STATION 970-568-0449 065B
Total 58089:								173.26	
58090									
10/23	10/10/2023	58090	13681	CINTAS	5176276641	205-34-5941	80.89	80.89	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
10/23	10/10/2023	58090	13681	CINTAS	5176276685	203-34-5941	135.01	135.01	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
10/23	10/10/2023	58090	13681	CINTAS	5176489999	205-34-5941	143.99	143.99	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
10/23	10/10/2023	58090	13681	CINTAS	8406446302	210-34-5941	7.15	7.15	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
Total 58090:								367.04	
58091									
10/23	10/10/2023	58091	12626	COLORADO LIBRARY CONSOR	205490	201-55-5902	1,289.37	1,289.37	COURIER SERVICE OCT 1 2023- SEPT 30 2024
Total 58091:								1,289.37	
58092									
10/23	10/10/2023	58092	13344	CONNELL RESOURCES, INC.	22350-54000	203-34-5424	1,138.12	1,138.12	ASPHALT
Total 58092:								1,138.12	
58093									
10/23	10/10/2023	58093	13460	CTL THOMPSON, INC.	676148	211-80-4083	7,372.00	7,372.00	WATER RECLAMATION FACILITY EXPANSION
10/23	10/10/2023	58093	13460	CTL THOMPSON, INC.	680031	211-80-4083	4,392.50	4,392.50	WATER RECIAMATION FACILITY EXPANSION
10/23	10/10/2023	58093	13460	CTL THOMPSON, INC.	680255	211-80-4010	4,445.50	4,445.50	WATER TREATMENT PLANT EXPANSION
10/23	10/10/2023	58093	13460	CTL THOMPSON, INC.	680374	211-80-4006	1,135.00	1,135.00	OLD TOWN STREET REPAIRS

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58093:								17,345.00	
58094									
10/23	10/10/2023	58094	10330	DELLENBACH MOTORS	439620	205-34-5233	35.46	35.46	LINK
Total 58094:								35.46	
58095									
10/23	10/10/2023	58095	13624	E-470	2084593410	205-34-5554	97.00	97.00	TOLLS
Total 58095:								97.00	
58096									
10/23	10/10/2023	58096	14106	Ericka Scott	38150923	201-49-5369	1,530.00	1,530.00	Cleaning services SEPTEMBER 2023 HARRISON AVE
10/23	10/10/2023	58096	14106	Ericka Scott	LIB/LEEP 09	201-49-5369	1,417.50	1,417.50	Cleaning services- SEPTEMBER 2023 LIBRARY/LEEPER CENTER
10/23	10/10/2023	58096	14106	Ericka Scott	THMIDWEEK	201-49-5369	400.00	400.00	Cleaning services 2023 TOWN HALL MID WEEK
10/23	10/10/2023	58096	14106	Ericka Scott	THO923	201-49-5369	1,541.25	1,541.25	Cleaning services- SEPTEMBER 2023 TOWN
Total 58096:								4,888.75	
58097									
10/23	10/10/2023	58097	12664	E-Z POUR READY MIX	14319	210-34-5942	532.00	532.00	PARKS MIX
Total 58097:								532.00	
58098									
10/23	10/10/2023	58098	14187	IMPORT TOWING & RECOVERY	24634	203-34-5533	340.00	340.00	TOW FROM NE I25 FR TO GRANT AVE
Total 58098:								340.00	
58099									
10/23	10/10/2023	58099	12799	INTERSTATE BATTERY	402057	205-34-5233	248.90	248.90	MTP-65HD
Total 58099:								248.90	
58100									
10/23	10/10/2023	58100	322	L.C. SALES TAX ADMINISTRATO	0923TAX	201-00-2210	2,977.78	2,977.78	Building Permit Tax SEPT 2023

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58100:								2,977.78	
58101									
10/23	10/10/2023	58101	14188	L4 CONSTRUCTION	08312023	211-80-4006	8,983.77	8,983.77	ROAD CONCRETE REPAIR PROJECT
Total 58101:								8,983.77	
58102									
10/23	10/10/2023	58102	314	LARIMER COUNTY SOLID WAS	2052622	201-34-5398	64.75	64.75	Commercial Loose
10/23	10/10/2023	58102	314	LARIMER COUNTY SOLID WAS	2055861	201-34-5398	77.70	77.70	Commercial Loose
Total 58102:								142.45	
58103									
10/23	10/10/2023	58103	13847	Lewan Technology	XIN17980	201-16-5103	5,980.00	5,980.00	JON ACKERMAN- IT- SEPTEMBER 2023
Total 58103:								5,980.00	
58104									
10/23	10/10/2023	58104	14075	LOVELAND STEAM LAUNDRY	0029158	201-34-5372	14.58	14.58	Customer Shirt and Pant
10/23	10/10/2023	58104	14075	LOVELAND STEAM LAUNDRY	0029704	201-34-5372	34.02	34.02	Customer Shirt and Pant
Total 58104:								48.60	
58105									
10/23	10/10/2023	58105	350	MARCH & OLIVE, LLC	157919	201-12-5359	67.00	67.00	THUDERHEAR TRUCKING AND PREP DISMISS MOTION
10/23	10/10/2023	58105	350	MARCH & OLIVE, LLC	157940	201-13-5352	272.00	272.00	SAGE FARMS ANNEXATION PREP BOARD MTG 2023
10/23	10/10/2023	58105	350	MARCH & OLIVE, LLC	157964	201-13-5352	1,071.00	1,071.00	PREP FOR APPEAL HEARING, LITIGATION AND REVIW COMPLIANT, CONF
10/23	10/10/2023	58105	350	MARCH & OLIVE, LLC	157977	201-11-5352	2,142.00	2,142.00	BOARD MATTERS- 2023 GENERAL FUND
10/23	10/10/2023	58105	350	MARCH & OLIVE, LLC	157978	201-13-5352	2,720.00	2,720.00	2023 General Fund - Administration
Total 58105:								6,272.00	
58106									
10/23	10/10/2023	58106	13528	NORTHERN COLORADO SPOR	10681	210-51-5165	625.00	625.00	BALANCE FORWARD FROM 8/29/23
10/23	10/10/2023	58106	13528	NORTHERN COLORADO SPOR	10681	210-51-5165	625.00	625.00	SCHEDULING/ADMISTRATION OCTOBER 2023

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58106:								1,250.00	
58107									
10/23	10/10/2023	58107	13971	ROCKY MOUNTAIN BOTTLED W	0608325	201-34-5941	36.00	36.00	5 GAL PURIFIED WATER AND DELIVERY
Total 58107:								36.00	
58108									
10/23	10/10/2023	58108	114	SAFEUILT COLORADO, LLC	0104855-IN	201-18-5350	7,397.95	7,397.95	SEPT 2023 PERMIT ACTIVITIY
Total 58108:								7,397.95	
58109									
10/23	10/10/2023	58109	13795	UNITED MAILING	20303	201-14-5321	5,276.18	5,276.18	CREATING POSTAL CERTIFICATIONS, PRINTING OF BILLS AND POSTAGE
Total 58109:								5,276.18	
58113									
10/23	10/12/2023	58113	10291	ADVANCED AUTO PARTS	2203-899880	201-34-5233	21.27	21.27	LUBE 1 CQBLU
10/23	10/12/2023	58113	10291	ADVANCED AUTO PARTS	2203-899972	201-34-5233	85.08	85.08	LUBE 1 AND AIR 1
10/23	10/12/2023	58113	10291	ADVANCED AUTO PARTS	2203-901622	201-34-5233	71.38	71.38	HYDRAULIC
Total 58113:								177.73	
58114									
10/23	10/12/2023	58114	4	AIRGAS USA, LLC	5502140766	203-34-5533	205.52	205.52	LEASE RENEWAL 10/1/2023 TO 9/30/2024
Total 58114:								205.52	
58115									
10/23	10/12/2023	58115	13891	ALL OUT FENCE LLC	1243	201-18-5355	200.00	200.00	MOWING- HAYES CIR AND BUCKTHORN ST
Total 58115:								200.00	
58116									
10/23	10/12/2023	58116	13448	COLORADO ANALYTICAL LAB	230914098	204-34-5334	290.00	290.00	WATER DRINKING- ALKALINITY- B-C, SUVA, TOC

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58116:								290.00	
58117									
10/23	10/12/2023	58117	13344	CONNELL RESOURCES, INC.	2231017-01	211-80-4006	215,086.60	215,086.60	OLD TOWN STREET-ASPHALT PAVING
10/23	10/12/2023	58117	13344	CONNELL RESOURCES, INC.	22350-54000	203-34-5424	431.28	431.28	BUFFALO CREEK- GRS75 PG64-22 LIME/20%RAP
Total 58117:								215,517.88	
58118									
10/23	10/12/2023	58118	10328	DPC INDUSTRIES, INC	737003755-2	204-34-5221	1,021.44	1,021.44	WATER PLANT- CAUSTIC SODA, TOTE
10/23	10/12/2023	58118	10328	DPC INDUSTRIES, INC	737003756-2	204-34-5221	2,042.88	2,042.88	3RD STREET- CAUSTIC SODA, TOTE
10/23	10/12/2023	58118	10328	DPC INDUSTRIES, INC	737003862-2	204-34-5221	2,336.64	2,336.64	WATER PLANT- CAUSTIC SODA, TOTEM SODIUM HYPO
Total 58118:								5,400.96	
58119									
10/23	10/12/2023	58119	13641	EWING IRRIGATION PRODUCT	011803483	210-34-5252	63.00	63.00	TOWN CLEAN UP- BRANCH RECYCLING CU YD-
10/23	10/12/2023	58119	13641	EWING IRRIGATION PRODUCT	011803483	210-34-5252	63.00-	63.00-	V TOWN CLEAN UP- BRANCH RECYCLING CU YD-
10/23	10/12/2023	58119	13641	EWING IRRIGATION PRODUCT	011803483	210-34-5252	63.00	63.00	TOWN CLEAN UP-BRANCH RECYCLING CU YD-
10/23	10/12/2023	58119	13641	EWING IRRIGATION PRODUCT	011838883	210-34-5254	162.00	162.00	PARKS- BRANCH RECYCLING CU YD
10/23	10/12/2023	58119	13641	EWING IRRIGATION PRODUCT	011838883	210-34-5254	162.00-	162.00-	V PARKS- BRANCH RECYCLING CU YD
10/23	10/12/2023	58119	13641	EWING IRRIGATION PRODUCT	011838883	210-34-5252	162.00	162.00	PARKS-BRANCH RECYCLING CU YD
Total 58119:								225.00	
58120									
10/23	10/12/2023	58120	232	GRAINGER	9848105392	204-34-5370	79.68	79.68	SAFETY GLOVES
10/23	10/12/2023	58120	232	GRAINGER	9855727740	204-34-5434	207.44	207.44	PRESSURE GAUGE, TEST AND THREAD SEALANT TAPE
Total 58120:								287.12	
58121									
10/23	10/12/2023	58121	14043	GREELEY LOCK& KEY	24625	201-49-5367	1,080.00	1,080.00	OPEN PATH 3-10 DOOR ANNUAL CLOUD ACCESS
Total 58121:								1,080.00	
58122									
10/23	10/12/2023	58122	237	HACH CO.	13752323	204-34-5969	49.59	49.59	BUFFER SOLN, 1.5ML AMP

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
10/23	10/12/2023	58122	237	HACH CO.	13754293	204-34-5969	81.89	81.89	TNT PLUS HACH FLUORIDE VIAL TEST
10/23	10/12/2023	58122	237	HACH CO.	13755272	204-34-5969	51.98	51.98	HYDROCHLORIC ACID, 2.5N
Total 58122:								183.46	
58123									
10/23	10/12/2023	58123	13846	JACOBS ENGINEERING C/O BA	WXXZ2900-0	211-80-4010	42,647.00	42,647.00	WTP EXPANSION- ENGINEERING DESIGN AND CONSTRUCTION
Total 58123:								42,647.00	
58124									
10/23	10/12/2023	58124	14188	L4 CONSTRUCTION	L4#2	211-80-4039	7,643.32	7,643.32	CONCRETE REPAIR PROJECT 2023
10/23	10/12/2023	58124	14188	L4 CONSTRUCTION	L4#2	211-80-4038	42,302.50	42,302.50	CONCRETE REPAIR PROJECT 2023
Total 58124:								49,945.82	
58125									
10/23	10/12/2023	58125	13847	Lewan Technology	XIN18114	201-17-5579	3,553.95	3,553.95	Cloud / MANAGED LICENSING AND RMM / MANAGED IFRASTRUCUTE AND HEL
10/23	10/12/2023	58125	13847	Lewan Technology	XIN18141	201-17-5579	1,633.00	1,633.00	Office 365 E3 - monthly billing 7/21/23- 8/20/23
Total 58125:								5,186.95	
58126									
10/23	10/12/2023	58126	14082	LUMEN	660062918	201-17-5384	3,901.18	3,901.18	IP AND DATA SERVICES- HARRSION ST.
Total 58126:								3,901.18	
58127									
10/23	10/12/2023	58127	12953	Frank Parts CO	179949	210-34-5233	102.92	102.92	FUSE KIT, 3MO WTY BAT
Total 58127:								102.92	
58128									
10/23	10/12/2023	58128	13528	NORTHERN COLORADO SPOR	10035	210-51-5165	490.00	490.00	GAME FEE- 9/27/23 AND 9/30/23
10/23	10/12/2023	58128	13528	NORTHERN COLORADO SPOR	10073	210-51-5166	430.00	430.00	GAME FEE- 10/4/23 AND 10/7/23
Total 58128:								920.00	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
58129									
10/23	10/12/2023	58129	428	PITNEY BOWES BANK INC PUR	1023833186	201-14-5321	77.40	77.40	BILLING PERIOD 7/1/23- 9-30-23- C SERIES IMI METER
Total 58129:								77.40	
58130									
10/23	10/12/2023	58130	13110	POWER SERVICE OF COLORA	23028	205-34-5433	587.10	587.10	BEARING, PLASTIC, O RING, SUNCTION SCANNER, SHIPPING
10/23	10/12/2023	58130	13110	POWER SERVICE OF COLORA	23028	205-34-5433	587.10-	587.10-	V BEARING, PLASTIC, O RING, SUNCTION SCANNER, SHIPPING
Total 58130:								.00	
58131									
10/23	10/12/2023	58131	14176	Trihydro Corporation	0192942	211-80-5027	7,705.50	7,705.50	2023 BOXELDER CREEK LOMR
Total 58131:								7,705.50	
58132									
10/23	10/12/2023	58132	547	UNCC	223091587	204-34-5434	65.14	65.14	RTL TRANSMISSIONS
10/23	10/12/2023	58132	547	UNCC	223091587	205-34-5434	65.15	65.15	RTL TRANSMISSIONS
Total 58132:								130.29	
58133									
10/23	10/12/2023	58133	553	USA BLUE BOOK	INV0014286	204-34-5969	236.75	236.75	PaLINTEST GLYCINE REAGENT KEMIO
10/23	10/12/2023	58133	553	USA BLUE BOOK	INV0014904	204-34-5969	60.84	60.84	LAB SUPPLIES- SCIENCEWARE SODIUM HYPOCHLORITE
10/23	10/12/2023	58133	553	USA BLUE BOOK	INV0015039	204-34-5434	53.09	53.09	LEAD FREE BRASS BALL VALVE
Total 58133:								350.68	
58137									
10/23	10/19/2023	58137	11250	ABLAW LAW LLC	1229	201-12-5109	750.00	750.00	October Court Services
Total 58137:								750.00	
58138									
10/23	10/19/2023	58138	14202	ADVANCED MECHANICAL SERV	1693	210-34-5239	7,955.00	7,955.00	LABOR AND PARTS FOR DRAIN PIPE AND NEW TRANSMITTER
Total 58138:								7,955.00	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
58139									
10/23	10/19/2023	58139	13266	AMAZON	11F4-DCDX-	201-18-5214	56.57	56.57	LABELS, TAPE MEASURE, DOOR HANGERS
10/23	10/19/2023	58139	13266	AMAZON	11F4-DCDX-	201-18-5375	39.92	39.92	STEEL TOE SHOES
Total 58139:								96.49	
58140									
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30889	210-34-5366	1,725.00	1,725.00	VIEWPOINTE PARK-3RD ROUND TREATMENT
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30890	210-34-5366	173.00	173.00	CENTENNIAL PARK-3RD ROUND TREATMENT
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30891	210-34-5366	1,094.00	1,094.00	LIBRARY PARK & BALL FIELDS-3RD ROUND TREATMENT
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30893	210-34-5366	1,372.00	1,372.00	NATIVE BIKE TRAIL- 3RD ROUND TREATMENTS
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30894	210-34-5366	1,564.00	1,564.00	WELLVILLE PARK-ROUND 3 APPLICATION OF FERTILIZER AND PRE EMERGE
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30895	210-34-5366	5,400.00	5,400.00	WELLINGTON COMMUNITY PARK-3RD ROUND TREATMENT
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30896	210-34-5366	1,007.50	1,007.50	WINNICK PARK-ROUND 3 OF TREATMENT
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30897	210-34-5366	1,335.00	1,335.00	HARTFORD TRAIL PARK- 3RD ROUND TREATMENT
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30936	210-34-5366	550.00	550.00	PARK MEADOWS PARK-3RD ROUND TREATMENT
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30937	210-34-5366	550.00	550.00	WELLVILLE PARK GW BUSH-3RD ROUND TREATMENT
10/23	10/19/2023	58140	11729	COURTESY LAWN & TREE CAR	30938	210-34-5366	400.00	400.00	SAVETA LN & 5TH ST-TREE SCAPES
Total 58140:								15,170.50	
58141									
10/23	10/19/2023	58141	12664	E-Z POUR READY MIX	14384	210-34-5942	350.00	350.00	6TH STREET-FLOWFILL
Total 58141:								350.00	
58142									
10/23	10/19/2023	58142	260	INGRAM LIBRARY SERVICES	20H2652	201-55-5900	7,328.57	7,328.57	STATEMENT FROM JULY-OCTOBER 2023
Total 58142:								7,328.57	
58143									
10/23	10/19/2023	58143	13846	JACOBS ENGINEERING C/O BA	WXXXZ2900-0	211-80-4010	66,118.34	66,118.34	WTP EXPANSION ENGINEERING DESIGN AND CONSTRUTION
Total 58143:								66,118.34	
58144									
10/23	10/19/2023	58144	325	LARIMER COUNTY SHERIFF	23-0913	201-21-5364	446,284.41	446,284.41	3RD QTR INVOICE

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58144:								446,284.41	
58145									
10/23	10/19/2023	58145	13991	MOLTZ CONSTRUCTION, INC	2117 #2	211-80-4015	13,580.94	13,580.94	BULK WATER STATION ADDITIONAL WORK- 3/16/23 TO 10/12/23
Total 58145:								13,580.94	
58146									
10/23	10/19/2023	58146	13528	NORTHERN COLORADO SPOR	10107	210-51-5166	360.00	360.00	GAME FEE- OCTOBER 14, 2023
Total 58146:								360.00	
58147									
10/23	10/19/2023	58147	14098	REPUBLIC SERVICES INC.	3-0642-0010	201-11-5192	5,229.11	5,229.11	WELLINGTON 4TH OF JULY FESTIVAL
Total 58147:								5,229.11	
58148									
10/23	10/19/2023	58148	14174	Rockwell Automation, Inc.	INV75767	205-34-5356	6,332.00	6,332.00	CMMS Professional
10/23	10/19/2023	58148	14174	Rockwell Automation, Inc.	INV75767	204-34-5356	6,332.00	6,332.00	CMMS Professional
Total 58148:								12,664.00	
58149									
10/23	10/19/2023	58149	14102	THE F.A. BARTLETT TREE EXPE	41302464-0	210-34-5253	1,200.00	1,200.00	TREATMENT FOR TREES- WELLINGTON COMMUNITY PARK
Total 58149:								1,200.00	
58150									
10/23	10/19/2023	58150	13795	UNITED MAILING	20230	201-14-5321	5,560.68	5,560.68	CREATING POSTAL CERTIFICATIONS, PRINTING OF BILLS AND POSTAGE
Total 58150:								5,560.68	
58151									
10/23	10/19/2023	58151	13922	VALERIE JO FAGAN	1020	210-51-5166	252.00	252.00	Book Bugs, MINI MONETS, DRAWING CLUB, ART CLUB, PAINTING WORKSHOP
Total 58151:								252.00	

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58164									
10/23	10/26/2023	58164	13916	AMBIENTE H2O INC	V230871	205-34-5433	8,960.61	8,960.61	AIR FILTER.SAFETY VALVE
Total 58164:								8,960.61	
58168									
10/23	10/25/2023	58168	12264	CASELLE, INC.	10252023	201-17-5579	10,816.22	10,816.22	In house Software Support
Total 58168:								10,816.22	
58169									
10/23	10/26/2023	58169	14216	CHURCHICH RECREATION EQU	23-0614	210-34-5254	3,574.30	3,574.30	CENTENNIAL SLIDE BARREL
Total 58169:								3,574.30	
58171									
10/23	10/26/2023	58171	13460	CTL THOMPSON, INC.	682970	211-80-4083	3,517.50	3,517.50	Testing Services for Water
10/23	10/26/2023	58171	13460	CTL THOMPSON, INC.	683432	211-80-4010	1,599.50	1,599.50	Testing Services for Water
Total 58171:								5,117.00	
58173									
10/23	10/26/2023	58173	10328	DPC INDUSTRIES, INC	737004152-2	204-34-5221	1,021.44	1,021.44	Caustic Soda 25%
10/23	10/26/2023	58173	10328	DPC INDUSTRIES, INC	737004153-2	204-34-5221	1,021.44	1,021.44	Caustic Soda 25%
10/23	10/26/2023	58173	10328	DPC INDUSTRIES, INC	DE73000852	204-34-5221	110.00	110.00	Chlorine 150#
Total 58173:								2,152.88	
58176									
10/23	10/26/2023	58176	232	GRAINGER	9853146232	205-34-5356	1,136.92	1,136.92	MULTI-GAS DETECTOR
Total 58176:								1,136.92	
58177									
10/23	10/26/2023	58177	237	HACH CO.	13768815	204-34-5221	527.00	527.00	TOC, TNT
10/23	10/26/2023	58177	237	HACH CO.	13768820	204-34-5221	33.89	33.89	DPD IND SOLN
10/23	10/26/2023	58177	237	HACH CO.	13768836	204-34-5221	93.89	93.89	TNT PLUS HACH FLUORIDE VIAL TEST

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58177:								654.78	
58178									
10/23	10/26/2023	58178	14191	IXOM WATERCARE INC	6724736	211-80-5030	27,220.00	27,220.00	GS-9 MIXERS AND CONTROL PANEL
Total 58178:								27,220.00	
58187									
10/23	10/26/2023	58187	399	NORTH POUDRE IRRIGATION	10252023	204-34-5593	640,650.18	640,650.18	NPIC FISCAL YEAR 2022 WATER USAGE
Total 58187:								640,650.18	
58192									
10/23	10/26/2023	58192	13816	SMART DOCUMENT MANAGEM	328184	201-15-5356	27.00	27.00	Shredding
Total 58192:								27.00	
58194									
10/23	10/26/2023	58194	14070	TRE ENVIRONMENTAL STRATE	4655	205-34-5554	900.00	900.00	STUDY 021 3BROOD SURVIVAL AND REPRODUCTION
Total 58194:								900.00	
58196									
10/23	10/26/2023	58196	14119	Williams Scotsman, INC	9018921691	204-34-5433	1,129.77	1,129.77	60x12 Mobile office
10/23	10/26/2023	58196	14119	Williams Scotsman, INC	9019043783	204-34-5433	681.08	681.08	Office Steel 20' - open bay
Total 58196:								1,810.85	
101323									
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5387	22.99	22.99	BOONANZA
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5900	6.61	6.61	BOOK
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-13-5496	75.00	75.00	BOO-NANZA YARD SIGNS
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5337	38.53	38.53	GRT GRANT-FOOD/EVENT SUP
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5433	13.51	13.51	V-BELT FOR GRIT CLASSIFIER.
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-17-5579	222.00	222.00	FLEET SOFTWARE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5433	25.19	25.19	V BELT FOR GRIT CLASSIFIER
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	17.00	17.00	WORKSPACE SUPPLY
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	24.25	24.25	GRT GRANT- IN-LIB SUP

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	47.96	47.96	3D PRINTER FILAMENT
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	20.00	20.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	22.99	22.99	BOO-NANZA SUP
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-17-5579	19.99	19.99	SOFTWARE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	30.71-	30.71-	SUPERGLUE AND PUTTY REFUND
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5387	16.99	16.99	BOONANZA
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5941	136.70	136.70	OFFICE SUPPLIES
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5181	15.69	15.69	MORE SUPPLIES FOR STAFF BACKPACKS WHILE ON SITE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5900	23.75	23.75	GRT GRANT-BKS FOR DISTRIB.
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-34-5423	394.00	394.00	MULCH FOR LANDSCAPE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5181	235.82	235.82	SUPPLIES TO RESTOCK RECREATION STAFF BAGS FOR ON SITE AT EVENTS
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5181	139.29	139.29	BUG SPRAY AND SUN SCREEN FOR STAFF
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-34-5241	21.99	21.99	PAPER TOWELS FOR PARKS SHOP
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5387	29.77	29.77	BOONANZA
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5432	755.00-	755.00-	RETURNED UPS (CREDIT)
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5387	45.98	45.98	BOONANZA
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5387	56.98	56.98	BOONANZA
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5579	119.99	119.99	CANVA SUBSCRIPTION PAYMENT
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-34-5942	180.94	180.94	PARKS - PARTS, SUPPLIES
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-34-5423	260.47	260.47	MULCH FOR LANDSCAPE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5455	282.08	282.08	GRAVIMETRIC FILTERS LAB SUPPLIES
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5337	71.97-	71.97-	FAM ART SUP REFUND
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	65.99-	65.99-	KEYBOARD RETURN
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5181	3.49	3.49	PENCIL SHARPENERS FOR STAFF AT GAMES
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-13-5496	25.00	25.00	BOO-NANZA AD
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	17.96	17.96	MARKERS
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5168	158.31	158.31	NEW DESK PHONE FOR REC DEPARTMENT ""FRONT DESK""
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5900	14.79	14.79	CSL BK CLB REPLCEMNT
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	203-34-5453	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	204-34-5233	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5233	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-34-5233	137.38	137.38	SPLIT - GPS FLEET MONITORING (25%)
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION

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10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	50.00	50.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-11-5951	117.98	117.98	10/03/23 BOARD OF TRUSTEES SPECIAL WORK SESSION SUBWAY
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5941	18.88	18.88	OFFICE SUPPLIES
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5181	323.88	323.88	NEW BASKETBALLS FOR ADULT BASKETBALL PROGRAM
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	33.99	33.99	BOONANZA SUP
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	39.55	39.55	BOONANAZA SUP
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-17-5579	100.00	100.00	SOFTWARE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-14-5311	11.80	11.80	OIL SAMPLES
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-11-5951	14.37	14.37	10/03/23 BOT SPECIAL WORK SESSION COOKIES & WATER
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5433	39.98	39.98	BOOT SCRUBBER
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5380	100.00	100.00	INDUSTRIAL WASTEWATER D CERT TEST
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5433	495.45	495.45	PEST CONTROL
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5181	68.99	68.99	PICKLEBALL COURT STUFF
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	204-34-5433	398.00	398.00	EQUIPMENT CALIBRATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5146	40.00	40.00	COACHES TRAININGS FOR YOUTH BASKETBALL
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5146	90.00	90.00	COACHES TRAININGS AND RENEWALS FOR YOUTH
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	82.32	82.32	SENIOR CENTER SUPPLY
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	91.01	91.01	TECH SUPPLY
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5900	8.99	8.99	BK-PATRON RQUEST
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	204-34-5380	600.00	600.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	204-34-5380	150.00	150.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	79.99-	79.99-	CHARGE BANK REFUND
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5380	135.00	135.00	CERTIFICATION RENEWAL
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5214	77.42	77.42	PRINTER PAPER SUPPLY
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-13-5496	278.40	278.40	TEXTING SUBSCRIPTION FOR RESIDENTS - YEARLY
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5433	27.44	27.44	GALVANIZED FITTINGS TO DRAIN RAS LINE IN BASEMENT.
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5941	7.99	7.99	OFFICE SUPPLIES
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-17-5579	2.99	2.99	PHOTO STORAGE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5337	6.99	6.99	FAM ART PRG SUP
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-18-5335	160.00	160.00	ICC GOVERNMENTAL MEMBERSHIP (BUILDING CODES)
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-34-5380	150.00	150.00	CERTIFICATION
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-18-5380	248.00	248.00	QUALITY INN - LODGING FOR PLANNING CONFERENCE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5433	114.51	114.51	MTW HOOKUP WIRE TO REINSTALL MANUAL FLOAT SYSTEM IN WETWELL A.
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-17-5579	54.99	54.99	ADOBE CREATIVE

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10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5433	356.63	356.63	WIRE MARKERS TIMERS AND SOCKETS TO REINSTALL MANUAL FLOAT CONT
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-34-5380	224.49	224.49	HOTELS FOR SNOWMASS CONFERENCE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5380	878.00	878.00	CPRA ANNUAL CONFERENCE - HOLLY AND JESSIE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5433	662.40	662.40	REPLACEMENT BATTERIES FOR UPC IN THE MAIN OFFICE CABINET
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5433	79.00	79.00	TWO RELAYS FOR THE HEADWORKS WET WELL FLOAT SYSTEM
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	205-34-5433	63.42	63.42	RELAYS AND SOCKETS TO RESTORE WETWELL A MANUAL CONTROLS.
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-17-5579	516.00	516.00	IT REMOTE SUPPORT SOFTWARE
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	204-34-5380	399.00	399.00	SHORT SCHOOL PAYMENT FOR BRIAN STEPHENSON IN NOVEMBER.
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	204-34-5434	22.95	22.95	CLEANING SUPPLIES FOR OUR MASTER PRV'S.
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5337	71.97	71.97	FAM ART PROG SUP
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	204-34-5434	19.98	19.98	BALL VALVES FOR REPAIR AT MASTER PRV.
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-55-5337	32.91	32.91	FAM ART PRG SUP
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	204-34-5380	399.00	399.00	DISTRIBUTION SHORT SCHOOL
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	201-16-5583	210.75	210.75	BACKGROUND CHECKS FINANCE/ CODE ENFORCEMENT
10/23	10/13/2023	101323	13269	FIRST NATIONAL BANK OMAHA	10132023	210-51-5146	20.00	20.00	YOUTH BASKETBALL - 'NATIONAL ALLIANCE FOR YOUTH SPORTS' COACHES
Total 101323:								10,977.32	
4005001									
10/23	10/03/2023	4005001	12840	RISE BROADBAND	10032023	204-34-5384	104.28	104.28	
10/23	10/03/2023	4005001	12840	RISE BROADBAND	10032023	205-34-5384	134.28	134.28	
Total 4005001:								238.56	
4005002									
10/23	10/10/2023	4005002	12380	TDS	OCT 2023	201-17-5384	172.95	172.95	3800 WILSON AVE INTERNET
10/23	10/10/2023	4005002	12380	TDS	OCT 2023	201-17-5384	44.95	44.95	INTERNET SERVICE
10/23	10/10/2023	4005002	12380	TDS	OCT 2023	201-17-5384	149.95	149.95	INTERNET SERVICE
10/23	10/10/2023	4005002	12380	TDS	OCT 2023	201-17-5384	279.90	279.90	Internet at 4006 Hayes Ave
Total 4005002:								647.75	
4005003									
10/23	10/04/2023	4005003	14082	LUMEN	OCT 2023 A	201-17-5384	737.52	737.52	
Total 4005003:								737.52	
4005004									
10/23	10/12/2023	4005004	13769	Jive Communications Inc	OCT 2023 A	201-17-5345	908.67	908.67	Town Phone Bill

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	
Total 4005004:								908.67	
4005005									
10/23	10/04/2023	4005005	439	XCEL ENERGY	OCT ACH	210-51-5185	1,451.52	1,451.52	BATTING CAGE ELECTRICITY
10/23	10/04/2023	4005005	439	XCEL ENERGY	OCT ACH	204-34-5341	1,021.07	1,021.07	BUFFALO CREEK PKWY WELLHOUSE
10/23	10/04/2023	4005005	439	XCEL ENERGY	OCT ACH	203-34-5341	69.10	69.10	6744 NE FRONTAGE RD
10/23	10/04/2023	4005005	439	XCEL ENERGY	OCT ACH	205-34-5341	16,130.01	16,130.01	6190 NE FRONTAGE ROAD SEWER PUMP
10/23	10/04/2023	4005005	439	XCEL ENERGY	OCT ACH	210-34-5341	12.65	12.65	3705 Ronald Reagan
10/23	10/04/2023	4005005	439	XCEL ENERGY	OCT ACH	201-49-5341	16.75	16.75	3804 Cleveland Ave
10/23	10/04/2023	4005005	439	XCEL ENERGY	OCT ACH	204-34-5341	1,959.37	1,959.37	PUMP HOUSE 4000 WILSON AVE
10/23	10/04/2023	4005005	439	XCEL ENERGY	OCT ACH	203-34-5341	1,294.88	1,294.88	8130 3RD ST
10/23	10/04/2023	4005005	439	XCEL ENERGY	OCT ACH	203-34-5341	12,623.74	12,623.74	STREET LIGHTS
Total 4005005:								34,579.09	
4005006									
10/23	10/12/2023	4005006	433	POUDRE VALLEY REA	OCT 2023 A	210-34-5341	29.28	29.28	Wellington Jr. High
10/23	10/12/2023	4005006	433	POUDRE VALLEY REA	OCT 2023 A	203-34-5341	45.20	45.20	Hwy 1 & CR 60 Lights
10/23	10/12/2023	4005006	433	POUDRE VALLEY REA	OCT 2023 A	207-34-5341	52.40	52.40	3500 GW Bush Ave
10/23	10/12/2023	4005006	433	POUDRE VALLEY REA	OCT 2023 A	204-34-5341	135.76	135.76	7250 Kit Fox Dr. Viewpointe
10/23	10/12/2023	4005006	433	POUDRE VALLEY REA	OCT 2023 A	203-34-5341	302.22	302.22	CO RD 62
10/23	10/12/2023	4005006	433	POUDRE VALLEY REA	OCT 2023 A	203-34-5341	561.08	561.08	Sage Meadows Street Lights
10/23	10/12/2023	4005006	433	POUDRE VALLEY REA	OCT 2023 A	204-34-5341	857.38	857.38	10691 N CO RD 11
10/23	10/12/2023	4005006	433	POUDRE VALLEY REA	OCT 2023 A	204-34-5341	1,384.12	1,384.12	CO RD 11 & 68
Total 4005006:								3,367.44	
4005007									
10/23	10/12/2023	4005007	13592	ALLSTATE	10122023	201-00-2520	548.97	548.97	Oct ACH
Total 4005007:								548.97	
4005009									
10/23	10/30/2023	4005009	13320	VERIZON WIRELESS	10302023	201-24-5345	148.46	148.46	TOWN CELL PHONES
10/23	10/30/2023	4005009	13320	VERIZON WIRELESS	10302023	201-17-5345	2,820.76	2,820.76	TOWN CELL PHONES
Total 4005009:								2,969.22	

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	
9252024									
10/23	10/24/2023	9252024	1	Black Hills Energy	10202023	201-49-5344	16.94	16.94	3749 HARRISON AVE
10/23	10/24/2023	9252024	1	Black Hills Energy	10202023	201-49-5344	25.29	25.29	3735 CLEVELAND AVE.
10/23	10/24/2023	9252024	1	Black Hills Energy	10202023	201-49-5344	25.29	25.29	3804 Cleveland Ave
10/23	10/24/2023	9252024	1	Black Hills Energy	10202023	210-34-5344	42.62	42.62	8700 3RD
10/23	10/24/2023	9252024	1	Black Hills Energy	10202023	201-49-5344	47.45	47.45	TOWN OF WELLINGTON
10/23	10/24/2023	9252024	1	Black Hills Energy	10202023	201-49-5344	74.95	74.95	Wellington Comm Bldg
10/23	10/24/2023	9252024	1	Black Hills Energy	10202023	201-49-5344	99.91	99.91	4021 Grant Ave.
10/23	10/24/2023	9252024	1	Black Hills Energy	10202023	205-34-5344	201.51	201.51	6190 NE Frontage Rd
10/23	10/24/2023	9252024	1	Black Hills Energy	10202023	201-49-5344	25.29	25.29	4006 Hayes Ave
Total 9252024:								559.25	
9252025									
10/23	10/25/2023	9252025	13956	COLORADO WATER RESOURC	NOV 2023 G	205-90-5622	22,450.28	22,450.28	GPR Interest
10/23	10/25/2023	9252025	13956	COLORADO WATER RESOURC	NOV 2023 G	205-90-5621	40,522.08	40,522.08	GPR Principal
Total 9252025:								62,972.36	
10012023									
10/23	10/01/2023	10012023	12896	FIRST NATIONAL BANK	10012023	210-90-5632	1,135.79	1,135.79	Park Loan Interest Payment
10/23	10/01/2023	10012023	12896	FIRST NATIONAL BANK	10012023	210-90-5630	21,319.20	21,319.20	Park Loan Payment
Total 10012023:								22,454.99	
10022023									
10/23	10/02/2023	10022023	551	CENTURYLINK	10022023	204-34-5345	66.95	66.95	
10/23	10/02/2023	10022023	551	CENTURYLINK	10022023	201-17-5345	81.32	81.32	
10/23	10/02/2023	10022023	551	CENTURYLINK	10022023	201-17-5345	140.72	140.72	
10/23	10/02/2023	10022023	13846	JACOBS ENGINEERING C/O BA	WXXZ2950-0	211-80-4061	64,925.50	64,925.50	WWTP EXPANSION DESIGN
Total 10022023:								65,214.49	
10062023									
10/23	10/06/2023	10062023	14077	AMILIA TECHNOLOGIES USA IN	1547274	210-51-5168	911.61	911.61	For September Services
Total 10062023:								911.61	

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	
10112023									
10/23	10/11/2023	10112023	14041	HENSEL PHELPS CONSTRUCTI	PAY REQUE	211-80-4010	1,060,184.80	1,060,184.80	WATER PLANT EXPANSION CONTRUCTION & CONSTRUCTION MGMT
Total 10112023:								1,060,184.80	
10112024									
10/23	10/11/2023	10112024	13991	MOLTZ CONSTRUCTION, INC	PAY REQUE	211-80-4083	1,700,314.63	1,700,314.63	WWTP EXPANSION Construction
Total 10112024:								1,700,314.63	
10262023									
10/23	10/26/2023	10262023	13491	WEX BANK	92342731	210-34-5231	2,211.40	2,211.40	
10/23	10/26/2023	10262023	13491	WEX BANK	92342731	201-34-5231	2,533.69	2,533.69	
10/23	10/26/2023	10262023	13491	WEX BANK	92342731	204-34-5231	2,105.32	2,105.32	
10/23	10/26/2023	10262023	13491	WEX BANK	92342731	205-34-5231	236.65	236.65	
10/23	10/26/2023	10262023	13491	WEX BANK	92342731	201-13-5933	346.70	346.70	
Total 10262023:								7,433.76	
Grand Totals:								4,737,560.39	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
201-00-2000	248.66	607,990.24-	607,741.58-
201-00-2207	44,331.72	.00	44,331.72
201-00-2210	2,977.78	.00	2,977.78
201-00-2520	548.97	.00	548.97
201-11-5192	5,229.11	.00	5,229.11
201-11-5352	2,142.00	.00	2,142.00
201-11-5951	132.35	.00	132.35
201-12-5109	750.00	.00	750.00
201-12-5359	67.00	.00	67.00
201-13-5352	4,063.00	.00	4,063.00
201-13-5380	2,004.04	.00	2,004.04
201-13-5496	378.40	.00	378.40

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
201-13-5933	346.70	.00	346.70
201-14-5100	6,214.21	.00	6,214.21
201-14-5311	11.80	.00	11.80
201-14-5321	10,914.26	.00	10,914.26
201-15-5356	27.00	.00	27.00
201-16-5103	5,980.00	.00	5,980.00
201-16-5583	210.75	.00	210.75
201-17-5345	3,951.47	.00	3,951.47
201-17-5384	5,286.45	.00	5,286.45
201-17-5579	16,919.14	.00	16,919.14
201-17-5947	1,032.41	.00	1,032.41
201-18-5214	81.55	.00	81.55
201-18-5335	160.00	.00	160.00
201-18-5350	7,397.95	.00	7,397.95
201-18-5355	200.00	.00	200.00
201-18-5375	39.92	.00	39.92
201-18-5380	248.00	.00	248.00
201-21-5364	446,284.41	.00	446,284.41
201-24-5345	148.46	.00	148.46
201-34-5231	2,533.69	.00	2,533.69
201-34-5233	296.83	.00	296.83
201-34-5372	48.60	.00	48.60
201-34-5380	820.00	.00	820.00
201-34-5398	142.45	.00	142.45
201-34-5790	20,000.00	.00	20,000.00
201-34-5941	199.57	.00	199.57
201-49-5341	16.75	.00	16.75
201-49-5344	315.12	.00	315.12
201-49-5367	1,080.00	.00	1,080.00
201-49-5369	4,888.75	.00	4,888.75
201-55-5214	454.45	176.69-	277.76
201-55-5337	150.40	71.97-	78.43
201-55-5387	172.71	.00	172.71
201-55-5579	119.99	.00	119.99
201-55-5900	7,382.71	.00	7,382.71
201-55-5902	1,289.37	.00	1,289.37
203-00-2000	.00	17,707.13-	17,707.13-
203-15-5214	136.07	.00	136.07
203-34-5240	203.52	.00	203.52
203-34-5341	14,896.22	.00	14,896.22

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
203-34-5424	1,569.40	.00	1,569.40
203-34-5453	137.39	.00	137.39
203-34-5533	545.52	.00	545.52
203-34-5941	219.01	.00	219.01
204-00-2000	.00	668,111.88-	668,111.88-
204-34-5221	8,208.62	.00	8,208.62
204-34-5231	2,105.32	.00	2,105.32
204-34-5233	137.39	.00	137.39
204-34-5334	290.00	.00	290.00
204-34-5341	5,357.70	.00	5,357.70
204-34-5345	66.95	.00	66.95
204-34-5356	6,332.00	.00	6,332.00
204-34-5370	79.68	.00	79.68
204-34-5380	1,548.00	.00	1,548.00
204-34-5384	277.54	.00	277.54
204-34-5433	2,208.85	.00	2,208.85
204-34-5434	368.60	.00	368.60
204-34-5593	640,650.18	.00	640,650.18
204-34-5969	481.05	.00	481.05
205-00-2000	1,342.10	100,836.11-	99,494.01-
205-34-5231	236.65	.00	236.65
205-34-5233	463.03	.00	463.03
205-34-5341	16,130.01	.00	16,130.01
205-34-5344	201.51	.00	201.51
205-34-5356	7,468.92	.00	7,468.92
205-34-5380	235.00	.00	235.00
205-34-5384	134.28	.00	134.28
205-34-5432	.00	755.00-	755.00-
205-34-5433	11,425.24	587.10-	10,838.14
205-34-5434	65.15	.00	65.15
205-34-5455	282.08	.00	282.08
205-34-5554	997.00	.00	997.00
205-34-5941	224.88	.00	224.88
205-90-5621	40,522.08	.00	40,522.08
205-90-5622	22,450.28	.00	22,450.28
207-00-2000	.00	52.40-	52.40-
207-34-5341	52.40	.00	52.40
210-00-2000	225.00	65,503.49-	65,278.49-
210-34-5231	2,211.40	.00	2,211.40
210-34-5233	240.30	.00	240.30

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
210-34-5239	7,955.00	.00	7,955.00
210-34-5241	21.99	.00	21.99
210-34-5252	288.00	63.00-	225.00
210-34-5253	1,200.00	.00	1,200.00
210-34-5254	3,906.30	162.00-	3,744.30
210-34-5341	41.93	.00	41.93
210-34-5344	42.62	.00	42.62
210-34-5366	15,170.50	.00	15,170.50
210-34-5380	224.49	.00	224.49
210-34-5423	654.47	.00	654.47
210-34-5941	7.15	.00	7.15
210-34-5942	3,965.75	.00	3,965.75
210-51-5146	150.00	.00	150.00
210-51-5165	1,740.00	.00	1,740.00
210-51-5166	1,042.00	.00	1,042.00
210-51-5168	1,069.92	.00	1,069.92
210-51-5181	787.16	.00	787.16
210-51-5185	1,451.52	.00	1,451.52
210-51-5380	878.00	.00	878.00
210-90-5630	21,319.20	.00	21,319.20
210-90-5632	1,135.79	.00	1,135.79
211-00-2000	.00	3,279,174.90-	3,279,174.90-
211-80-4006	225,205.37	.00	225,205.37
211-80-4010	1,174,995.14	.00	1,174,995.14
211-80-4015	13,580.94	.00	13,580.94
211-80-4038	42,302.50	.00	42,302.50
211-80-4039	7,643.32	.00	7,643.32
211-80-4061	64,925.50	.00	64,925.50
211-80-4083	1,715,596.63	.00	1,715,596.63
211-80-5027	7,705.50	.00	7,705.50
211-80-5030	27,220.00	.00	27,220.00
Grand Totals:	4,741,191.91	4,741,191.91-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

M = Manual Check, V = Void Check

Board of Trustees Meeting

Date: December 12, 2023
Subject: Board of Trustees Planning Calendar

BACKGROUND / DISCUSSION

Board of Trustees Planning Calendar

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. BOT Planning Calendar_12.12.23



BOARD OF TRUSTEES PLANNING CALENDAR

December 12, 2023 6:30 p.m.	Board of Trustees Regular Meeting
December 19, 2023 6:30 p.m.	Board of Trustees Work Session
December 26, 2023	Board of Trustees Regular Meeting – CANCELLED
January 9, 2024 6:30 p.m.	Board of Trustees Regular Meeting
January 16, 2024 6:30 p.m.	Board of Trustees Work Session Chapter 6 – Business Licensing Chapter 10 – General Offenses Sage Farms Irrigation Wells
January 23, 2024 6:30 p.m.	Board of Trustees Regular Meeting
February 13, 2024 6:30 p.m.	Board of Trustees Regular Meeting
February 20, 2024 6:30 p.m.	Board of Trustees Work Session Safe Routes to School Memorandum of Understanding
February 27, 2024 6:30 p.m.	Board of Trustees Regular Meeting

Future Work Session Topics:

Board of Trustees Social Media Policy
Board of Trustee Rules of Procedure
Housing Needs Assessment

This document is subject to change without notice