



BOARD OF TRUSTEES  
March 24, 2026  
5:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Work Session and Regular Meeting Agenda  
Work Session will begin at 5:30 pm with the Regular Meeting immediately following.

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to [hillha@wellingtoncolorado.gov](mailto:hillha@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>

Telephone Dial US: +1 720 707 2699 or +1 719 359 4580 or +1 669 444 9171  
Webinar ID: 848 7116 2393  
Passcode: 726078

- A. WORK SESSION
  - 1. Metropolitan Districts: Organization and Purpose
    - Presentation: John Chmil, Lyons Gaddis
- B. CALL TO ORDER
  - 1. Pledge of Allegiance
  - 2. Roll Call
  - 3. Amendments to Agenda
  - 4. Conflict of Interest
- C. COMMUNITY PARTICIPATION
  - 1. Public Comment
- D. PRESENTATION
  - 1. Outgoing Trustee Presentation

2. Water Treatment Plant Admin & Lab Building Design Presentation
  - Presentation: Lucas Flax, Senior Engineer
3. 2025 End of Year Treasurer's Report
  - Presentation: Nic Redavid, Finance Director | Town Treasurer
4. Cleveland Avenue Improvement Project Presentation
  - Presentation: Bob Gowing, Public Works Director

E. CONSENT AGENDA

1. February 24, 2026 Meeting Minutes
  - Presentation: Hannah Hill, Town Clerk
2. Resolution No. 09-2026 - A Resolution Approving the Baker Tilly Advisory Group, LP Fourth Amended Engagement Letter to Provide Financial Management Services to the Town of Wellington
  - Presentation: Patti Garcia, Town Administrator

F. ACTION ITEMS

1. Resolution No. 07-2026 Approving a Contract to Buy and Sell Real Estate for the Acquisition of Property for Expansion, Modification and Improvement of Centennial Park and Authorizing the Town Administrator to Execute the Contract and Related Documents
  - Presentation: Cody Bird, Planning Director, and Billy Cooksey, Parks and Recreation Director
2. Public Hearing for and Consideration of Resolution No. 08-2026 A Resolution Adjusting Appropriations of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2026, and Ending on December 31, 2026, and Authorizing Expenditure of Restricted Funds
  - Presentation: Nic Redavid, Finance Director | Town Treasurer, and Billy Cooksey, Parks and Recreation Director
3. Public Hearing for Ordinance No. 03-2026 Considering Approval of Minor Subdivision of Outlot A, Wellington Downs Subdivision
  - Presentation: Brittany Lenoir, Planner III, and Cody Bird, Planning Director
4. Ordinance No. 03-2026 Approving a Minor Subdivision of Outlot A, Wellington Downs Subdivision

- Presentation: Brittany Lenoir, Planner III, and Cody Bird, Planning Director
5. Resolution No. 06-2026: Cleveland Ave Business Support Agreement with Main Street
    - Presentation: Kelly Houghteling, Deputy Town Administrator
  6. Resolution No. 10-2026 - A Resolution Approving an Agreement for Legal Services for the Town of Wellington
    - Presentation: Patti Garcia, Town Administrator

#### G. LIBRARY BOARD

1. Library Board Quarterly Update
  - Staff Presentation: Ross LaGenèse, Library Director

#### H. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
  - a. Larimer County Sheriff's February 2026 Report
  - b. Board of Trustees Planning Calendar
  - c. Treasurer's Report — January 2026
  - d. Report of Expenses — January 2026
  - e. Utilities Report - February 2026
  - f. 2025 Annual Report
4. Board Reports

#### I. ADJOURN

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



## Board of Trustees Meeting

**Date:** March 24, 2026  
**Subject:** Metropolitan Districts: Organization and Purpose

- **Presentation: John Chmil, Lyons Gaddis**

### **BACKGROUND / DISCUSSION**

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At the November 18, 2025 Board of Trustees work session, staff presented an overview of metropolitan districts, including their structure, purpose, and regulatory framework. The Board also received a presentation from the Sage Farms development team regarding the potential use of a metropolitan district. Following this discussion, the Board directed staff to draft a policy governing metropolitan district formation for future consideration.

At the February 10, 2026 meeting, the Board of Trustees approved a Letter of Engagement with Lyons Gaddis to assist in the development of a metropolitan district service plan. This engagement supports compliance with complex state statutes, addresses applicable municipal and county requirements, and clearly defines the district's authorized debt, mill levy, and infrastructure powers. Utilizing specialized legal counsel also helps mitigate legal risk, reduce the potential for developer-resident disputes, and ensure alignment with local and state requirements.

Metropolitan districts are authorized under the Colorado Special District Act (Title 32) and operate as separate local governments established to finance, construct, and maintain public infrastructure and services within a defined area.

The formation process begins with the submission of a service plan to the municipality, outlining proposed services, infrastructure, financial plans, and limits on debt and mill levy authority. The Town reviews the service plan based on statutory criteria, including service need, financial feasibility, and the district's ability to provide adequate and economical services. Following approval, the applicant petitions the district court for organization and conducts an organizational election.

Once established, a metropolitan district must operate in accordance with its approved service plan. Any material modifications require additional Town review and approval. Recent legislative changes have also increased transparency and reporting requirements to enhance accountability and public awareness.

John Chmil, Lyons Gaddis, will be guiding the Board in this process and helping to determine next steps, should the Board want to proceed.

### **STAFF RECOMMENDATION**

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For Board discussion.

### **ATTACHMENTS**

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1. 2026 Metro District Presentation - Town of Wellington
2. Ft. Collins Model Service Plan



**LYONS GADDIS**  
ATTORNEYS & COUNSELORS

# Metropolitan Districts: Organization and Purpose

JOHN CHMIL  
TOWN OF WELLINGTON  
MARCH 24, 2026

# Issues to Cover:

- ◆ What is a Metropolitan District?
  - ◆ Purpose of Metropolitan Districts
  - ◆ Organizational Process
  - ◆ Material Modification
  - ◆ Recent Legislative Focus on Transparency

# What is a Metropolitan District?

- ◆ Title 32 of the Colorado Revised Statutes is the “Special District Act”
  - ◆ Primarily covers creation of:
    - ◆ Fire Protection Districts
    - ◆ Water Districts
    - ◆ Sanitation Districts
    - ◆ Park and Recreation Districts
    - ◆ Metropolitan Districts

# What is a Metropolitan District?

- ◆ Metropolitan District can be organized to provide any two or more of the services:
  - ◆ Fire Protection
  - ◆ Mosquito Control
  - ◆ Parks and Recreation
  - ◆ Safety Protection
  - ◆ Sanitation
  - ◆ Solid Waste Disposal Facilities or Collection and Transportation of Solid Waste
  - ◆ Street Improvement
  - ◆ Television Relay and Translation
  - ◆ Transportation
  - ◆ Water

# What is a Metropolitan District?

- ◆ Purpose of Metropolitan Districts:
  - ◆ Provide the specified services
    - ◆ Long-term operation and maintenance
    - ◆ Financing and debt authorization
  - ◆ Establishes separate local government to oversee and manage services
  - ◆ Five (5) or Seven (7) Member Board of Directors
  - ◆ Mill levy and bonding authority

# What is a Metropolitan District?

- ◆ Purpose of Metropolitan Districts:
  - ◆ Organization defines new Service Area and Taxing Jurisdiction
  - ◆ Used to promote development
    - ◆ Organization coincides with development of underlying property
    - ◆ While related, District is not undertaking development
    - ◆ District takes assignment of certain public improvements within the development for O&M

# What is a Metropolitan District?

- ◆ Purpose of Metropolitan Districts:
  - ◆ Access to Bonding Authority to account for financing of Public Improvements
  - ◆ Service Plan defines Scope and Cost of Public Improvements, Debt Authorization, and lists Services
  - ◆ Service Plan is initial organizing document presented to Town

# What is a Metropolitan District?

- ◆ Organizational Process:
  - ◆ Service Plan Submission to Town
  - ◆ District Court Petition for Organization
  - ◆ Election for Organization
  - ◆ Court Order of Organization

# What is a Metropolitan District?

- ◆ Organizational Process – Service Plan Review:
  - ◆ First step in the process
  - ◆ If wholly within municipality, submission is to municipality only (as opposed to County)
  - ◆ Specific timelines and content requirements outlined in Special District Act (§32-1-201, *et seq.*)

# What is a Metropolitan District?

- ◆ Organizational Process – Service Plan Review:
  - ◆ Timeline (Town Public Hearing and Review):
    - ◆ Set public hearing at next meeting at least 10 days after submission
    - ◆ Public hearing must be within 30 days of setting meeting
    - ◆ Town provides written notice of hearing
    - ◆ Option to continue hearing up to 30 days
      - ◆ Beyond that has to be by agreement of applicant

# What is a Metropolitan District?

- ◆ Organizational Process – Service Plan Review:
  - ◆ Content (Service Plan must contain):
    - ◆ Description of Proposed Services
    - ◆ Financial Plan
    - ◆ Preliminary Engineering or Architectural Survey
    - ◆ Map of Proposed Boundaries
    - ◆ General Description of Facilities to be Constructed
    - ◆ General Description of Estimated Costs

# What is a Metropolitan District?

- ◆ Organizational Process – Service Plan Review:
  - ◆ Content cont'd. (Service Plan must contain):
    - ◆ Description of any proposed agreements with other local governments to provide services
    - ◆ Information to satisfy approval criteria
    - ◆ Additional information requested by Town to assist in making review findings
    - ◆ Maximum mill levy for general obligation debt
    - ◆ Maximum debt authorization

# What is a Metropolitan District?

- ◆ Organizational Process – Service Plan Review:
  - ◆ Review Criteria (“Shall Disapprove” unless satisfactory evidence):
    - ◆ Sufficient Existing and Projected Need for Service
    - ◆ Existing Service is Inadequate for Present and Projected Needs
    - ◆ Proposed District is Capable of Providing Economical and Sufficient Service
    - ◆ Area to be Included has or will have Financial Ability to Discharge the Proposed Indebtedness on a Reasonable Basis

# What is a Metropolitan District?

- ◆ Organizational Process – Service Plan Review:
  - ◆ Decision following Public Hearing:
    - ◆ Approve
    - ◆ Deny
    - ◆ Conditional Approval
  - ◆ Resolution of Decision with Findings

# What is a Metropolitan District?

- ◆ Organizational Process:

- ◆ Process following Approval:

- ◆ Applicant Files Petition for Organization with District Court
    - ◆ Court Hearing held on Petition
    - ◆ If Compliant, Court Orders Organizational Election
    - ◆ Organizational Election Held for Current Eligible Electors within Proposed Boundaries

# What is a Metropolitan District?

## ◆ Material Modification (after Organization):

- ◆ Once organized, the District must operate within its approved Service Plan
- ◆ If there is a “material modification” of the Service Plan, the District must seek the Town’s approval prior to engaging in the material modification
- ◆ Material Modification process is substantially similar to initial organization process at the Town level (i.e., public hearing and decision)
- ◆ Service Plan can build in triggers of what is a “material modification” or otherwise requires Town approval before the District takes action

# What is a Metropolitan District?

- ◆ Recent Legislative Focus on Transparency
  - ◆ Focus on Metropolitan Districts
  - ◆ Increased Transparency Requirements and Disclosures
    - ◆ Added Requirements in Service Plan for Maximum Mill Levies (MDs after Jan. 2024)
    - ◆ Must E-mail or Mail Call for Nominations to Eligible Electors
    - ◆ Real Estate Transaction Disclosures (est. property taxes)
    - ◆ Required to have website and post certain information
    - ◆ Annual Report to Town (unless waived by Town)

Questions?



**LYONS GADDIS**  
ATTORNEYS & COUNSELORS



# City of Fort Collins

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Title 32 Metropolitan District Model Service Plan for Multiple Districts

REVISED 2-5-19

**This model service plan template should be referenced in conjunction with the City of Fort Collins Policy for Reviewing Service Plans for Metropolitan Districts.**

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**I. INTRODUCTION**

**A. Purpose and Intent.**

The Districts, which are intended to be independent units of local government separate and distinct from the City, are governed by this Service Plan, the Special District Act and other applicable State law. Except as may otherwise be provided by State law, City Code or this Service Plan, the Districts' activities are subject to review and approval by the City Council only insofar as they are a material modification of this Service Plan under C.R.S. Section 32-1-207 of the Special District Act.

It is intended that the Districts will provide all or part of the Public Improvements for the Project for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the Districts will be to finance the construction of these Public Improvements by the issuance of Debt.

It is also intended under this Service Plan that no District shall be authorized to issue any Debt, impose a Debt Mill Levy, Operating Mill Levy or impose any Fees for payment of the Debt unless and until the delivery of applicable Public Benefits described in Section IV.B. of this Service Plan has been secured in accordance with Section IV.B. of this Service Plan.

It is further intended that this Service Plan also requires the Districts to pay a portion of the cost of the Regional Improvements, as provided in X of this Service Plan, as part of ensuring that those privately-owned properties to be developed in the District that benefit from the Regional Improvements pay a reasonable share of the associated costs.

The Districts are not intended to provide ongoing operations and maintenance services except as expressly authorized in this Service Plan.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the Districts are authorized in this Service Plan to perform continuing operating or maintenance functions, the Districts shall continue in existence for the sole purpose of providing such functions and shall retain only the powers necessary to impose and collect the taxes or Fees authorized in this Service Plan to pay for the costs of those functions.

It is intended that the Districts shall comply with the provisions of this Service Plan and that the City may enforce any non-compliance with these provisions as provided in Section XVII of this Service Plan.

**B. Need for the Districts.**

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing

of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

**C. Objective of the City Regarding Districts' Service Plan.**

The City's objective in approving this Service Plan is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts but in doing so, to also establish in this Service Plan the means by which both the Regional Improvements and the Public Benefits will be provided. Except as specifically provided in this Service Plan, all Debt is expected to be repaid by taxes and Fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties, and at a tax mill levy no higher than the Maximum Debt Mill Levy. Fees imposed for the payment of Debt shall be due no later than upon the issuance of a building permit unless a majority of the Board which imposes such a Fee is composed of End Users as provided in Section VII.B.2 of this Service Plan. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

**D. Relevant Intergovernmental Agreements.**

*[Add description of any relevant intergovernmental agreements.]*

**E. City Approvals.**

Any provision in this Service Plan requiring "City" or "City Council" approval or consent shall require the City Council's prior written approval or consent exercised in its sole discretion. Any provision in this Service Plan requiring "City Manager" approval or consent shall require the City Manager's prior written approval or consent exercised in the City Manager's sole discretion.

**II. DEFINITIONS**

In this Service Plan, the following words, terms and phrases which appear in a capitalized format shall have the meaning indicated below, unless the context clearly requires otherwise:

Aggregate Mill Levy: means the total mill levy resulting from adding the Districts' Debt Mill Levy and Operating Mill Levy. The Districts' Aggregate Mill Levy does not include any Regional Mill Levy that the District may levy.

Aggregate Mill Levy Maximum: means the maximum number of combined mills that the Districts may each levy for their Debt Mill Levy and Operating Mill Levy, at a rate not to exceed the limitation set in Section IX.B.1 of this Service Plan.

Approved Development Plan: means a City-approved development plan or other land-use application required by the City Code for identifying, among other things, public improvements necessary for facilitating the development of property within the Service

Area, which plan shall include, without limitation, any development agreement required by the City Code.

Board or Boards: means the duly constituted Board or Boards of Directors of the Districts, or the boards of directors of all of the Districts in the aggregate.

Bond, Bonds or Debt: means bonds, notes or other multiple fiscal year financial obligations for the payment of which a District has promised to impose an ad valorem property tax mill levy, Fees or other legally available revenue. Such terms do not include contracts through which a District procures or provides services or tangible property.

City: means the City of Fort Collins, Colorado, a home rule municipality.

City Code: means collectively the City’s Municipal Charter, Municipal Code, Land Use Code and ordinances as all are now existing and hereafter amended.

City Council: means the City Council of the City.

City Manager: means the City Manager of the City.

C.R.S.: means the Colorado Revised Statutes.

Debt Mill Levy: means a property tax mill levy imposed on Taxable Property by the Districts for the purpose of paying Debt as authorized in this Service Plan, at a rate not to exceed the limitations set in Section IX.B of this Service Plan.

Developer: means a person or entity that is the owner of property or owner of contractual rights to property in the Service Area that intends to develop the property.

District: means any one of the [*Names of Districts*], individually, organized under and governed by this Service Plan.

Districts: means the [*Names of Districts*], collectively, organized and governed under this Service Plan.

District No. 1 Boundaries: means the boundaries of the area legally described in **Exhibit “A-1”** attached hereto and incorporated by reference and as depicted in the District No. 1 Boundary Map.

District No. 2 Boundaries: means the boundaries of the area legally described in **Exhibit “A-2”** attached hereto and incorporated by reference and as depicted in the District No. 2 Boundary Map.

District No. 3 Boundaries: means the boundaries of the area legally described in **Exhibit “A-3”** attached hereto and incorporated by reference and as depicted in the District No. 3 Boundary Map.

District No. 1 Boundary Map: means the map of the District No. 1 Boundaries attached hereto as **Exhibit “B-1”** and incorporated by reference.

District No. 2 Boundary Map: means the map of the District No. 2 Boundaries attached hereto as **Exhibit “B-2”** and incorporated by reference.

District No. 3 Boundary Map: means the map of the District No. 3 Boundaries attached hereto as **Exhibit “B-3”** and incorporated by reference.

End User: means any owner, or tenant of any owner, of any property within the Districts, who is intended to become burdened by the imposition of ad valorem property taxes and/or Fees. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. A Developer and any person or entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (1) is qualified to advise Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place or, in the City’s sole discretion, other recognized publication as a provider of financial projections; and (3) is not an officer or employee of the Districts or an underwriter of the Districts’ Debt.

Fees: means the fees, rates, tolls, penalties and charges the Districts are authorized to impose and collect under this Service Plan.

Financial Plan: means the Financial Plan described in Section IX of this Service Plan which was prepared or approved by [Name], an External Financial Advisor, in accordance with the requirements of this Service Plan and describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes and any Fees for the first budget year through the year in which all District Debt is expected to be defeased or paid in the ordinary course.

Inclusion Area Boundaries: means the boundaries of the property that is anticipated to be added to the Districts’ Boundaries after the Districts’ organization, which property is legally described in **Exhibit “C”** attached hereto and incorporated by reference and depicted in the map attached hereto as **Exhibit “D”** and incorporated herein by reference.

Maximum Debt Authorization: means the total Debt the Districts are permitted to issue as set forth in Section IX.B.7 of this Service Plan.

Maximum Debt Mill Levy Imposition Term: means the maximum term during which the Districts’ Debt Mill Levy may be imposed on property developed in the Service Area for residential use, which shall include residential properties in mixed-use developments. This maximum term shall not exceed forty (40) years from December 31 of the year this Service Plan is approved by City Council

Operating Mill Levy: means a property tax mill levy imposed on Taxable Property for the purpose of funding the Districts’ administration, operations and maintenance as authorized in this Service Plan, including, without limitation, repair and replacement of Public Improvements, and imposed at a rate not to exceed the limitations set in Section IX.B of this Service Plan.

Planned Development: means the private development or redevelopment of the properties in the Service Area, commonly referred to as the [Name] development, under an Approved Development Plan.

Project: means the installation and construction of the Public Improvements for the Planned Development.

Public Improvements: means the improvements and infrastructure the Districts are authorized by this Service Plan to fund and construct for the Planned Development to serve the future taxpayers and inhabitants of the Districts, except as specifically prohibited or limited in this Service Plan. Public Improvements shall include, without limitation, the improvements and infrastructure described in **Exhibit “E”** attached hereto and incorporated by reference. Public Improvements do not include Regional Improvements.

Regional Improvements: means any regional public improvement identified by the City, as provided in Section X of this Service Plan, for funding, in whole or part, by a Regional Mill Levy levied by the Districts, including, without limitation, the public improvements described in **Exhibit “F”** attached hereto and incorporated by reference.

Regional Mill Levy: means the property tax mill levy imposed on Taxable Property for the purpose of planning, designing, acquiring, funding, constructing, installing, relocating and/or redeveloping the Regional Improvements and/or to fund the administration and overhead costs related to the Regional Improvements as provided in Section X of this Service Plan.

Service Area: means the property collectively within the District No. 1 Boundaries, the District No. 2 Boundaries, the District No. 3 Boundaries and the property in the Inclusion Area Boundaries when it is added, in whole or part.

Special District Act: means Article 1 in Title 32 of the Colorado Revised Statutes, as amended.

Service Plan: means this service plan for the Districts approved by the City Council.

Service Plan Amendment: means a material modification of the Service Plan approved by the City Council in accordance with the Special District Act, this Service Plan and any other applicable law.

State: means the State of Colorado.

Taxable Property: means the real and personal property within the Service Area that will be subject to the ad valorem property taxes imposed by the Districts.

TABOR: means Colorado’s Taxpayer’s Bill of Rights in Article X, Section 20 of the Colorado Constitution.

Vicinity Map: means the map attached hereto as **Exhibit “G”** and incorporated by reference depicting the location of the Service Area within the regional area surrounding it.

**III. BOUNDARIES AND LOCATION**

The Service Area, without the Inclusion Area Boundaries, includes approximately [*Insert Number*] acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately [*Insert Number*] acres. A legal description and map of each of the Districts’ boundaries are attached hereto as **Exhibits A-1, A-2 and A-3** and **Exhibit B-1, B-2 and B-3**, respectively. A legal description and map of the Inclusion Area Boundaries are attached hereto as **Exhibit C** and **Exhibit D**, respectively. It is anticipated that the boundaries of the Districts may

expand or contract from time to time as the Districts undertake inclusions or exclusions pursuant to the Special District Act, subject to the limitations set forth in this Service Plan. The location of the Service Area is depicted in the vicinity map attached as **Exhibit G**.

**IV. DESCRIPTION OF PROJECT, PLANNED DEVELOPMENT, PUBLIC BENEFITS & ASSESSED VALUATION**

**A. Project and Planned Development.**

*[Describe the nature of the Project and Planned Development, estimated population at build out, timeline for development, estimated assessed value after 5 and 10 years and estimated sales tax revenue. Also, please identify all plans, including but not limited to Citywide Plans, Small Area Plans, and General Development Plans that apply to any portion of the Districts' Boundaries or Inclusion Area Boundaries and describe how the Project and Planned Development are consistent with the applicable plans. Please state if the proposed Districts are to be located within an urban renewal area and if the proposed development is anticipating the use of tax increment financing (TIF). If the Districts intend to pursue TIF, please provide information on how the TIF financing will interact with the Districts' financing and how the necessary Public Improvements will be shared across the two funding sources.]*

Approval of this Service Plan by the City Council does not imply approval of the development of any particular land-use for any specific area within the Districts. Any such approval must be contained within an Approved Development Plan.

**B. Public Benefits.**

In addition to providing a portion of the Public Improvements and Regional Improvements, the organization of the Districts is intended to enable the Project to deliver a number of extraordinary direct and indirect public benefits, including: *[Describe Public Benefits]* (collectively, the "Public Benefits"). The Public Benefits to be enabled under this Service Plan are specifically described in **Exhibit J** attached hereto and incorporated herein by reference.

Therefore, notwithstanding any provision to the contrary contained in this Service Plan, no District shall be authorized to issue any Debt or to impose a Debt Mill Levy or any Fees for payment of Debt unless and until the delivery of the Public Benefits specifically related to the phase of the Planned Development of a portion of the Project to be financed with such Debt, Debt Mill Levy or Fees, are secured in a manner approved by the City Council. To satisfy this precondition to the issuance of Debt and to the imposition of the Debt Mill Levy and Fees, delivery of the Public Benefits for each phase of the Project and the Planned Development must be secured by the following methods, as applicable:

1. For any portion of the Public Benefits to be provided by one or more of the Districts, each such District must enter into an intergovernmental agreement with the City by either (i) agreeing to provide those Public Benefits as a legally enforceable multiple-

fiscal year obligation of the District under TABOR, or (ii) securing performance of that obligation with a surety bond, letter of credit or other security acceptable to the City, and any such intergovernmental agreement must be approved by the City Council by resolution;

2. For any portion of the Public Benefits to be provided by one or more Developers of the Planned Development, each such Developer must either (i) enter into a development agreement with the City under the Developer's applicable Approved Development Plan, which agreement must legally obligate the Developer to provide those Public Benefits before the City is required to issue building permits and/or certificates of occupancy for structures to be built under the Approved Development Plan for that phase of the Planned Development, or (ii) secure such obligations with a surety bond, letter of credit or other security acceptable to the City, and all such development agreements must be approved by the City Council by resolution; or
3. For any portion of the Public Benefits to be provided in part by one or more of the Districts and in part by one or more of the Developers, an agreement between the City and the affected District(s) and Developers that secures such Public Benefits as legally binding obligations using the methods described in subsections 1 and 2 above, and all such agreements must be approved by the City Council by resolution.

**C. Assessed Valuation.**

The current assessed valuation of the Service Area is approximately [*Dollar Amount*] and, at build out, is expected to be [*Dollar Amount*]. These amounts are expected to be sufficient to reasonably discharge the Debt as demonstrated in the Financial Plan.

**V. INCLUSION OF LAND IN THE SERVICE AREA**

Other than the real property in the Inclusion Area Boundaries, the District shall not include any real property into the Service Area without the City Council's prior written approval and in compliance with the Special District Act. Once the District has issued Debt, it shall not exclude real property from the Districts' boundaries without the prior written consent of the City Council.

**VI. DISTRICT GOVERNANCE**

The Districts' Boards shall be comprised of persons who are a qualified "eligible electors" of the Districts as provided in the Special District Act. It is anticipated that over time, the End Users who are eligible electors will assume direct electoral control of the Districts' Boards as development of the Service Area progresses. The Districts shall not enter into any agreement by which the End Users' electoral control of any of the Boards is removed or diminished.

**VII. AUTHORIZED AND PROHIBITED POWERS**

**A. General Grant of Powers.**

The Districts shall have the power and authority to provide the Public Improvements, the Regional Improvements and related operation and maintenance services, within and without the Service Area, as such powers and authorities are described in the Special District Act, other

applicable State law, common law and the Colorado Constitution, subject to the prohibitions, restrictions and limitations set forth in this Service Plan.

If, after the Service Plan is approved, any State law is enacted to grant additional powers or authority to metropolitan districts by amendment of the Special District Act or otherwise, such powers and authority shall not be deemed to be a part hereof. These new powers and authority shall only be available to be exercised by the Districts if the City Council first approves a Service Plan Amendment to specifically allow the exercise of such powers or authority by the Districts.

**B. Prohibited Improvements and Services and other Restrictions and Limitations.**

The Districts' powers and authority under this Service Plan to provide Public Improvements and services and to otherwise exercise its other powers and authority under the Special District Act and other applicable State law, are prohibited, restricted and limited as hereafter provided. Failure to comply with these prohibitions, restrictions and limitations shall constitute a material modification under this Service Plan and shall entitle the City to pursue all remedies available at law and in equity as provided in Sections XVII and XVIII of this Service Plan:

1. Eminent Domain Restriction

The Districts shall not exercise their statutory power of eminent domain without first obtaining resolution approval from the City Council. This restriction on the Districts' exercise of the eminent domain power is being voluntarily acquiesced to by the Districts and shall not be interpreted in any way as a limitation on the Districts' sovereign powers and shall not negatively affect the Districts' status as a political subdivision of the State as conferred by the Special District Act.

2. Fee Limitation

Any Fees imposed for the repayment of Debt, if authorized by this Service Plan, shall not be imposed by the Districts upon or collected from an End User. In addition, Fees imposed for the payment of Debt shall not be imposed unless and until the requirements for securing the delivery of the District's portion of the Public Benefits have been satisfied in accordance with Section IV.B of this Service Plan. Notwithstanding the foregoing, this Fee limitation shall not apply to any Fee imposed to fund the operation, maintenance, repair or replacement of Public Improvements or the administration of the Districts.

3. Operations and Maintenance

The primary purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners' association in a manner consistent with the Approved Development Plan and the City Code, provided that nothing herein requires the City to accept a dedication. The Districts are specifically authorized to operate and maintain all or any part of the Public Improvements not otherwise conveyed or dedicated to the City or another appropriate governmental entity until the such time as the District is dissolved.

4. Fire Protection Restriction

The Districts are not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Poudre Fire Authority. The authority to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain fire hydrants and related improvements installed as part of the Project's water system shall not be limited by this subsection.

5. Public Safety Services Restriction

The Districts are not authorized to provide policing or other security services. However, the District may, pursuant to C.R.S. § 32-1-1004(7), as amended, furnish security services pursuant to an intergovernmental agreement with the City.

6. Grants from Governmental Agencies Restriction

The Districts shall not apply for grant funds distributed by any agency of the United States Government or the State without the prior written approval of the City Manager. This does not restrict the collection of Fees for services provided by the Districts to the United States Government or the State.

7. Golf Course Construction Restriction

Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses within the City's boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City approved by the City Council.

8. Television Relay and Translation Restriction

The Districts are not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to prior written approval from the City Council as a Service Plan Amendment.

9. Potable Water and Wastewater Treatment Facilities

Acknowledging that the City and other existing special districts operating within the City currently own and operate treatment facilities for potable water and wastewater that are available to provide services to the Service Area, the Districts shall not plan, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain such facilities without obtaining the City Council's prior written approval either by intergovernmental agreement or as a Service Plan Amendment.

10. Sales and Use Tax Exemption Limitation

The Districts shall not exercise any sales and use tax exemption otherwise available to the Districts under the City Code.

11. Sub-district Restriction

The Districts shall not create any sub-district pursuant to the Special District Act without the prior written approval of the City Council.

12. Privately Placed Debt Limitation

Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in C.R.S. Section 32-1-103(12)) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

13. Special Assessments

The Districts shall not impose special assessments without the prior written approval of the City Council.

**VIII. PUBLIC IMPROVEMENTS AND ESTIMATED COSTS**

**Exhibit E** summarizes the type of Public Improvements that are projected to be constructed and/or installed by the Districts. The cost, scope, and definition of such Public Improvements may vary over time. The total estimated costs of Public Improvements, as set forth in **Exhibit H**, excluding any improvements paid for by the Regional Mill Levy necessary to serve the Planned Development, are approximately [*Dollar Amount*] in [*Year*] dollars and total approximately [*Dollar Amount*] in the anticipated year of construction dollars. The cost estimates are based upon preliminary engineering, architectural surveys, and reviews of the Public Improvements set forth in **Exhibit E** and include all construction cost estimates together with estimates of costs such as land acquisition, engineering services, legal expenses and other associated expenses. Maps of the anticipated location, operation, and maintenance of Public Improvements are attached hereto as **Exhibit I**. Changes in the Public Improvements or cost, which are approved by the City in an Approved Development Plan and any agreement approved by the City Council pursuant to Section IV.B of this Service Plan, shall not constitute a Service Plan Amendment. In addition, due to the preliminary nature of the Project, the City shall not be bound by this Service Plan in reviewing and approving the Approved Development Plan and the Approved Development Plan shall supersede the Service Plan with regard to the cost, scope, and definition of Public Improvements. Provided,

however, any agreement approved and entered into under Section IV.B of this Service Plan for the provision of a Public Improvement that is also a Public Benefit, shall supersede both this Service Plan and the applicable Approved Development Plan.

Except as otherwise provided by an agreement approved under Section IV.B of this Service Plan: (i) the design, phasing of construction, location and completion of Public Improvements will be determined by the Districts to coincide with the phasing and development of the Planned Development and the availability of funding sources; (ii) the Districts may, in their discretion, phase the construction, completion, operation, and maintenance of Public Improvements or defer, delay, reschedule, rephase, relocate or determine not to proceed with the construction, completion, operation, and maintenance of Public Improvements, and such actions or determinations shall not constitute a Service Plan Amendment; and (iii) the District shall also be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

The Public Improvements shall be listed using an ownership and maintenance matrix in **Exhibit E**, either individually or categorically, to identify the ownership and maintenance responsibilities of the Public Improvements.

The City Code has development standards, contracting requirements and other legal requirements related to the construction and payment of public improvements and related to certain operation activities. Relating to these, the Districts shall comply with the following requirements:

**A. Development Standards.**

The Districts shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City Code and of other governmental entities having proper jurisdiction, as applicable. The Districts directly, or indirectly through any Developer, will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Unless waived by the City Council, the Districts shall be required, in accordance with the City Code, to post a surety bond, letter of credit, or other approved development security for any Public Improvements to be constructed by the Districts. Such development security may be released in the City Managers discretion when the constructing District has obtained funds, through Debt issuance or otherwise, adequate to insure the construction of the Public Improvements, unless such release is prohibited by or in conflict with any City Code provision, State law or any agreement approved and entered into under Section IV.B of this Service Plan. Any limitation or requirement concerning the time within which the City must review the Districts' proposals or applications for an Approved Development Plan or other land use approval is hereby waived by the Districts.

**B. Contracting.**

The Districts shall comply with all applicable State purchasing, public bidding and construction contracting requirements and limitations.

**C. Land Acquisition and Conveyance.**

The purchase price of any land or improvements acquired by the Districts from the Developer shall be no more than the then-current fair market value as confirmed by an independent MAI appraisal for land and by an independent professional engineer for improvements. Land, easements, improvements and facilities conveyed to the City shall be free and clear of all liens, encumbrances and easements, unless otherwise approved by the City Manager prior to

conveyance. All conveyances to the City shall be by special warranty deed, shall be conveyed at no cost to the City, shall include an ALTA title policy issued to the City, shall meet the environmental standards of the City and shall comply with any other conveyance prerequisites required in the City Code.

**D. Equal Employment and Discrimination.**

In connection with the performance of all acts or activities hereunder, the Districts shall not discriminate against any person otherwise qualified with respect to its hiring, discharging, promoting or demoting or in matters of compensation solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts entered into by the Districts to accomplish the purposes of this Service Plan.

**IX. FINANCIAL PLAN/PROPOSED DEBT**

This Section IX of the Service Plan describes the nature, basis, method of funding and financing limitations associated with the acquisition, construction, completion, repair, replacement, operation and maintenance of Public Improvements.

**A. Financial Plan.**

The Districts' Financial Plan, attached as **Exhibit J** and incorporated by reference, reflects the Districts' anticipated schedule for incurring Debt to fund Public Improvements in support of the Project. The Financial Plan also reflects the schedule of all anticipated revenues flowing to the Districts derived from the Districts' mill levies, Fees imposed by the Districts, specific ownership taxes, and all other anticipated legally available revenues. The Financial Plan is based on economic, political and industry conditions as they presently exist and reasonable projections and estimates of future conditions. These projections and estimates are not to be interpreted as the only method of implementation of the District's goals and objectives but rather a representation of one feasible alternative. Other financial structures may be used so long as they are in compliance with this Service Plan. The Financial Plan incorporates all of the provisions of this Article IX.

Based upon the assumptions contained therein, the Financial Plan projects the issuance of Bonds to fund Public Improvements and anticipated Debt repayment based on the development assumptions and absorptions of the property in the Service Area by End Users. The Financial Plan anticipates that the Districts will acquire, construct, and complete all Public Improvements needed to serve the Service Area.

The Financial Plan demonstrates that the Districts will have the financial ability to discharge all Debt to be issued as part of the Financial Plan on a reasonable basis. Furthermore, the Districts will secure the certification of an External Financial Advisor who will provide an opinion as to whether such Debt issuances are in the best interest of the Districts at the time of issuance.

**B. Mill Levies.**

It is anticipated that the Districts will impose a Debt Mill Levy and an Operating Mill Levy on all property within the Service Area. In doing so, the following shall apply:

1. Aggregate Mill Levy Maximum

The Aggregate Mill Levy shall not exceed in any year the Aggregate Mill Levy Maximum, which is fifty (50) mills.

2. Regional Mill Levy Not Included in Other Mill Levies

The Regional Mill Levy shall not be counted against the Aggregate Mill Levy Maximum.

3. Operating Mill Levy

The Districts may each impose an Operating Mill Levy of up to fifty (50) mills until the Districts imposes a Debt Mill Levy. Once a District imposes a Debt Mill Levy of any amount, that District's Operating Mill Levy shall not exceed ten (10) mills at any point.

4. Gallagher Adjustments

In the event the State's method of calculating assessed valuation for the Taxable Property changes after January 1, *[current year]* or any constitutionally mandated tax credit, cut or abatement, the Districts' Aggregate Mill Levy, Debt Mill Levy, Operating Mill Levy, and Aggregate Mill Levy Maximum, amounts herein provided may be increased or decreased to reflect such changes; such increases or decreases shall be determined by the Districts' Boards in good faith so that to the extent possible, the actual tax revenues generated by such mill levies, as adjusted, are neither enhanced nor diminished as a result of such change occurring after January 1, *[current year]*. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation will be a change in the method of calculating assessed valuation.

5. Excessive Mill Levy Pledges

Any Debt issued with a mill levy pledge, or which results in a mill levy pledge, that exceeds the Aggregate Mill Levy Maximum or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan and shall not be an authorized issuance of Debt unless and until such material modification has been approved by a Service Plan Amendment.

6. Refunding Debt

The Maximum Debt Mill Levy Imposition Term may be exceeded for Debt refunding purposes if: (1) a majority of the issuing District's Board is composed of End Users and have voted in favor of a refunding of a part or all of the Debt; or (2) such refunding will result in a net present value savings.

7. Maximum Debt Authorization

The Districts anticipate approximately [*Dollar Amount*] in project costs in [*Year*] dollars as set forth in **Exhibit E** and anticipate issuing approximately [*Dollar Amount*] in Debt to pay such costs as set forth in **Exhibit J**, which Debt issuance amount shall be the amount of the Maximum Debt Authorization. In addition, the District shall not issue any Debt unless and until delivery of the District's Public Benefits have been secured as required in Section IV.B of this Service Plan. The Districts collectively shall not issue Debt in excess of the Maximum Debt Authorization. Bonds, loans, notes or other instruments which have been refunded shall not count against the Maximum Debt Authorization. The Districts must obtain from the City Council a Service Plan Amendment prior to issuing Debt in excess of the Maximum Debt Authorization.

**C. Maximum Voted Interest Rate and Underwriting Discount.**

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The maximum interest rate on any Debt, including any defaulting interest rate, is not permitted to exceed Twelve Percent (12%). The maximum underwriting discount shall be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, the Special District Act, other applicable State law and federal law as then applicable to the issuance of public securities.

**D. Interest Rate and Underwriting Discount Certification.**

The Districts shall retain an External Financial Advisor to provide a written opinion on the market reasonableness of the interest rate on any Debt and any underwriter discount paid by the Districts as part of a Debt financing transaction. The Districts shall provide this written opinion to the City before issuing any Debt based on it.

**E. Disclosure to Purchasers.**

In order to notify future End Users who are purchasing residential lots or dwellings units in the Service Area that they will be paying, in addition to the property taxes owed to other taxing governmental entities, the property taxes imposed under the Debt Mill Levy, the Operating Mill Levy and possibly the Regional Mill Levy, the Districts shall not be authorized to issue any Debt under this Service Plan until there is included in the Developer's Approved Development Plan provisions that require the following:

1. That the Developer, and its successors and assigns, shall prepare and submit to the City Manager for his approval a disclosure notice in substantially the form attached hereto as **Exhibit K** (the "Disclosure Notice");
2. That when the Disclosure Notice is approved by the City Manager, the Developer shall record the Disclosure Notice in the Larimer County Clerk and Records Office; and
3. That the approved Disclosure Notice shall be provided by the Developer, and by its successors and assigns, to each potential End User purchaser of a residential lot or dwelling unit in the Service Area before that purchaser enters into a written agreement for the purchase and sale of that residential lot or dwelling unit.

**F. External Financial Advisor.**

An External Financial Advisor shall be retained by the Districts to provide a written opinion as to whether any Debt issuance is in the best interest of the Districts once the total amount of Debt issued by the Districts exceeds Five Million Dollars (\$5,000,000). The External Financial Advisor is to provide advice to the Districts' Boards regarding the proposed terms and whether Debt conditions are reasonable based upon the status of development within the Districts, the projected tax base increase in the Districts, the security offered and other considerations as may be identified by the Advisor. The Districts shall include in the transcript of any Bond transaction, or other appropriate financing documentation for related Debt instrument, a signed letter from the External Financial Advisor providing an official opinion on the structure of the Debt, stating the Advisor's opinion that the cost of issuance, sizing, repayment term, redemption feature, couponing, credit spreads, payment, closing date, and other material transaction details of the proposed Debt serve the best interest of the Districts.

Debt shall not be undertaken by the Districts if found to be unreasonable by the External Financial Advisor.

**G. Disclosure to Debt Purchasers.**

Any Debt of the Districts shall set forth a statement in substantially the following form:

“By acceptance of this instrument, the owner of this Debt agrees and consents to all of the limitations with respect to the payment of the principal and interest on this Debt contained herein, in the resolution of the District authorizing the issuance of this Debt and in the Service Plan of the District. This Debt is not and cannot be a Debt of the City of Fort Collins”

Similar language describing the limitations with respect to the payment of the principal and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a Developer of property within the Service Area.

**H. Security for Debt.**

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligations.

**I. TABOR Compliance.**

The Districts shall comply with the provisions of TABOR. In the discretion of the Districts' Boards, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by a District will remain under the control of the District's Board.

**J. Districts' Operating Costs.**

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be [*Dollar Amount*], which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be operated and maintained. The first year's operating budget is estimated to be [*Dollar Amount*].

Ongoing administration, operations and maintenance costs may be paid from property taxes collected through the imposition of an Operating Mill Levy, subject to the limitations set forth in Section IX.B.3, as well as from other revenues legally available to the Districts.

**X. REGIONAL IMPROVEMENTS**

The Districts shall be authorized to provide for the planning, design, acquisition, funding, construction, installation, relocation, redevelopment, administration and overhead costs related to the provision of Regional Improvements. At the discretion of the City, the Districts shall impose a Regional Improvement Mill Levy on all property within the Districts' Boundaries and any properties thereafter included in the Boundaries under the following terms:

**A. Regional Mill Levy Authority.**

The Districts shall seek the authority to impose an additional Regional Mill Levy of five (5) mills as part of the Districts' initial TABOR election. The Districts shall also seek from the electorate in that election the authority under TABOR to enter into an intergovernmental agreement with the City obligating the Districts to pay as a multiple-fiscal year obligation the proceeds from the Regional Mill Levy to the City. Obtaining voter-approval of the Regional Mill Levy and this intergovernmental agreement shall be a precondition to the Districts issuing any Debt and imposing the Debt Mill Levy, the Operating Mill Levy and any Fees for the repayment of Debt under this Service Plan.

**B. Regional Mill Levy Imposition.**

The Districts shall impose the Regional Mill Levy at a rate not to exceed five (5) mills within one year of receiving written notice from the City Manager to the Districts requesting the imposition of the Regional Mill Levy and stating the mill levy rate to be imposed.

**C. City Notice Regarding Regional Improvements.**

Such notice from the City shall provide a description of the Regional Improvements to be constructed and an analysis explaining how the Regional Improvements will be beneficial to property owners within the Service Area. The City shall make a good faith effort to require planned developments that (i) are adjacent to the Service Area and (ii) will benefit from the Regional Improvement also impose a Regional Milly Levy, to the extent possible.

**D. Regional Improvements Authorized Under Service Plan.**

If so notified by the City Manager, the Regional Improvements shall be considered public improvements that the Districts would otherwise be authorized to design, construct, install re-design, re-construct, repair or replace pursuant to this Service Plan and applicable law.

**E. Expenditure of Regional Mill Levy Revenues.**

Revenue collected through the imposition of the Regional Mill Levy shall be expended as follows:

1. Intergovernmental Agreement

If the City and the Districts have executed an intergovernmental agreement concerning the Regional Improvements, then the revenue from the Regional Mill Levy shall be used in accordance with such agreement;

2. No Intergovernmental Agreement

If no intergovernmental agreement exists between the Districts and the City, then the revenue from the Regional Mill Levy shall be paid to the City, for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of Regional Improvements which benefit the End Users of the Districts as prioritized and determined by the City.

**F. Regional Mill Levy Term.**

The imposition of the Regional Mill Levy shall not exceed a term of twenty-five (25) years from December 31 of the tax collection year after which the Regional Mill Levy is first imposed.

**G. Completion of Regional Improvements.**

All Regional Improvements shall be completed prior to the end of the twenty-five (25) year Regional Mill Levy term.

**H. City Authority to Require Imposition.**

The City's authority to require the initiation of the imposition of a Regional Mill Levy shall expire fifteen (15) years after December 31st of the year in which the Districts first imposes a Debt Mill Levy.

**I. Regional Mill Levy Not Included in Other Mill Levies.**

The Regional Mill Levy imposed shall not be applied toward the calculation of the Aggregate Mill Levy Maximum.

**J. Gallagher Adjustment.**

In the event the method of calculating assessed valuation is changed January 1, [*current year*], or any constitutionally mandated tax credit, cut or abatement, the Regional Mill Levy may be increased or shall be decreased to reflect such changes; such increases or decreases shall be determined by each of the Districts' Boards in good faith so that to the extent possible, the actual tax revenues generated by the Regional Mill Levy, as adjusted, are neither enhanced nor diminished as a result of such change occurring after January 1, [*current year*]. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation will be a change in the method of calculating assessed valuation.

**XI. CITY FEES**

The Districts shall pay all applicable City fees as required by the City Code.

**XII. BANKRUPTCY LIMITATIONS**

All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Aggregate Mill Levy Maximum, Maximum Debt Mill Levy Imposition Term and Fees, have been established under the authority of the City in the Special District Act to approve this Service Plan. It is expressly intended that by such approval such limitations: (i) shall not be set aside for any reason, including by judicial action, absent a Service Plan Amendment; and (ii)

are, together with all other requirements of State law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

**XIII. ANNUAL REPORTS AND BOARD MEETINGS**

**A. General.**

Each of the Districts shall be responsible for submitting an annual report to the City Clerk no later than September 1st of each year following the year in which the Order and Decree creating the Districts has been issued. The Districts may file a consolidated annual report. The annual report(s) may be made available to the public on the City’s website.

**B. Board Meetings.**

Each of the Districts’ Boards shall hold at least one public board meeting in three of the four quarters of each calendar year, beginning in the first full calendar year after the Districts’ creation. Notice for each of these meetings shall be given in accordance with the requirements of the Special District Act and other applicable State law. This meeting requirement shall not apply until there is at least one End User of property within the District. Also, this requirement shall no longer apply when a majority of the directors on the District’s Board are End Users.

**C. Report Requirements.**

Unless waived in writing by the City Manager, each of the Districts’ annual reports must include the following:

1. Narrative

A narrative summary of the progress of the District in implementing the Service Plan for the report year.

2. Financial Statements

Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operation (i.e., revenue and expenditures) for the report year.

3. Capital Expenditures

Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of improvements in the report year.

4. Financial Obligations

Unless disclosed within a separate schedule to the financial statements, a summary of financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new District Debt issued

in the report year, the total assessed valuation of all Taxable Property within the Service Area as of January 1 of the report year and the current total District mill levy pledged to Debt retirement in the report year.

5. Board Contact Information

The names and contact information of the current directors on the District's Board, any District manager and the attorney for the District shall be listed in the report. The District's current office address, phone number, email address and any website address shall also be listed in the report.

6. Other Information

Any other information deemed relevant by the City Council or deemed reasonably necessary by the City Manager.

**D. Reporting of Significant Events.**

The annual report shall also include information as to any of the following that occurred during the report year:

1. Boundary changes made or proposed to the District's boundaries as of December 31 of the report year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the report year.
3. Copies of the District's rules and regulations, if any, or substantial changes to the District's rules and regulations as of December 31 of the report year.
4. A summary of any litigation which involves the District's Public Improvements as of December 31 of the report year.
5. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the report year.
6. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
7. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

**E. Failure to Submit.**

In the event the annual report is not timely received by the City Clerk or is not fully responsive, notice of such default shall be given to the District's Board at its last known address. The failure of the District to file the annual report within forty-five (45) days of the mailing of such default notice by the City Clerk may constitute a material modification of this Service Plan, in the discretion of the City Manager.

**XIV. SERVICE PLAN AMENDMENTS**

This Service Plan is general in nature and does not include specific detail in some instances. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required improvements, services and facilities under evolving circumstances without the need for numerous amendments. Modification of the general types of improvements and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements, shall be permitted to accommodate development needs provided such Public Improvements are consistent with the then-current Approved Development Plans for the Project and any agreement approved by the City Council pursuant to Section IV.B of this Service Plan. Any action of one or more of the Districts, which is a material modification of this Service Plan requiring a Service Plan Amendment as provided in Section XV of this Service Plan or that does not comply with provisions of this Service Plan, shall be deemed to be a material modification to this Service Plan unless otherwise expressly provided in this Service Plan. All other departures from the provisions of this Service Plan shall be considered on a case-by-case basis as to whether such departures are a material modification under this Service Plan or the Special District Act.

**XV. MATERIAL MODIFICATIONS**

Material modifications to this Service Plan may be made only in accordance with C.R.S. Section 32-1-207 as a Service Plan Amendment. No modification shall be required for an action of the Districts that does not materially depart from the provisions of this Service Plan, unless otherwise provided in this Service Plan.

Departures from the Service Plan that constitute a material modification requiring a Service Plan Amendment include, without limitation:

1. Actions or failures to act that create materially greater financial risk or burden to the taxpayers of any of the Districts;
2. Performance of a service or function, construction of an improvement, or acquisition of a major facility that is not closely related to an improvement, service, function or facility authorized in the Service Plan;
3. Failure to perform a service or function, construct an improvement or acquire a facility required by the Service Plan; and
4. Failure to comply with any of the prohibitions, limitations and restrictions of this Service Plan.

**XVI. DISSOLUTION**

Upon independent determination by the City Council that the purposes for which the Districts were created have been accomplished, the Districts shall file a petition in district court for dissolution as provided in the Special District Act. In no event shall dissolution occur until the Districts have provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State law.

In addition, if within three (3) years from the date of the City Council's approval of this Service Plan no agreement contemplated under Section IV.B of this Service Plan has been entered into by the City with any of the Districts and/or any Developer, despite the parties conducting good faith negotiations attempting to do so, the City may opt to pursue the remedies available to it under C.R.S. Section 32-1-701(3) in order to compel the Districts to dissolve in a prompt and orderly manner. In such event: (i) the limited purposes and powers of the Districts, as authorized herein,

shall automatically terminate and be expressly limited to taking only those actions that are reasonably necessary to dissolve; (ii) the Board of each of the Districts will be deemed to have agreed with the City regarding its dissolution without an election pursuant to C.R.S. §32-1-704(3)(b); (iii) the Districts shall take no action to contest or impede the dissolution of the Districts and shall affirmatively and diligently cooperate in securing the final dissolution of the Districts, and (iv) subject to the statutory requirements of the Special District Act, the Districts shall thereupon dissolve.

**XVII. SANCTIONS**

Should any of the Districts undertake any act without obtaining prior City Council approval or consent or City Manager approval or consent under this Service Plan, that constitutes a material modification to this Service Plan requiring a Service Plan Amendment as provided herein or under the Special Districts Act, or that does not otherwise comply with the provisions of this Service Plan, the City Council may impose one (1) or more of the following sanctions, as it deems appropriate:

1. Exercise any applicable remedy under the Special District Act;
2. Withhold the issuance of any permit, authorization, acceptance or other administrative approval, or withhold any cooperation, necessary for the District's development or construction or operation of improvements or provision of services;
3. Exercise any legal remedy under the terms of any intergovernmental agreement under which the District is in default; or
4. Exercise any other legal and equitable remedy available under the law, including seeking prohibitory and mandatory injunctive relief against the District, to ensure compliance with the provisions of the Service Plan or applicable law.

**XVIII. INTERGOVERNMENTAL AGREEMENT WITH CITY**

Each of the Districts and the City shall enter into an intergovernmental agreement, the form of which shall be in substantially the form attached hereto as **Exhibit "L"** and incorporated by reference (the "IGA"). However, the City and the Districts may include such additional details, terms and conditions as they deem necessary in connection with the Project and the construction and funding of the Public Improvements and the Public Benefits. Each of the Districts' Boards shall approve the IGA at their first board meeting, unless agreed otherwise by the City Manager. Entering into this IGA is a precondition to each the Districts issuing any Debt or imposing any Debt Mill Levy, Operating Mill Levy or Fee for the payment of Debt under this Service Plan. In addition, failure of any of the Districts to enter into the IGA as required herein shall constitute a material modification of this Service Plan and subject to the sanctions in Article XVII of this Service Plan. The City and the Districts may amend the IGA from time-to-time provided such amendment is not in conflict with any provision of this Service Plan.

**XIX. CONCLUSION**

It is submitted that this Service Plan, as required by C.R.S. Section 32-1-203(2), establishes that:

1. There is sufficient existing and projected need for organized service in the Service Area to be served by the Districts;
2. The existing service in the Service Area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the Service Area; and
4. The Service Area does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

**XX. RESOLUTION OF APPROVAL**

The Districts agree to incorporate the City Council's resolution approving this Service Plan, including any conditions on any such approval, into the copy of the Service Plan presented to the District Court for and in Larimer County, Colorado.

Exhibit K to Title 32 Metropolitan District Model Service Plan for Multiple Districts

**NOTICE OF INCLUSION IN A RESIDENTIAL METROPOLITAN DISTRICT  
AND POSSIBLE PROPERTY TAX CONSEQUENCES**

Legal description of the property and address:

(Insert legal description and property address).

This property is located in the following metropolitan district:

(Insert District Name).

In addition to standard property taxes identified on the next page, this property is subject to a metropolitan district mill levy (another property tax) of up to:

(Insert mill levy maximum).

Based on the property's inclusion in the metropolitan district, an average home sales price of \$300,000 could result in ADDITIONAL annual property taxes up to:

(Insert amount).

The next page provides examples of estimated total annual property taxes that could be due on this property, first if located outside the metropolitan district and next if located within the metropolitan district. **Note: property that is not within a metropolitan district would not pay the ADDITIONAL amount.**

The metropolitan district board can be reached as follows:

(Insert contact information).

You may wish to consult with: (1) the Larimer County Assessor's Office, to determine the specific amount of metropolitan district taxes currently due on this property; and (2) the metropolitan district board, to determine the highest possible amount of metropolitan district property taxes that could be assessed on this property.

Exhibit K to Title 32 Metropolitan District Model Service Plan for Multiple Districts

ESTIMATE OF PROPERTY TAXES

**Annual Tax Levied on Residential Property With \$300,000 Actual Value Without the District**

<u>Taxing Entity</u>	Mill Levies (2017**)	Annual tax levied
Insert entity	Insert amount	\$ Insert amount
Larimer County	Insert amount	\$ Insert amount
City of Fort Collins	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
TOTAL:	Insert total	\$ Insert amount

**Annual Tax Levied on Residential Property With \$300,000 Actual Value With the District  
(Assuming Maximum District Mill Levy)**

<u>Taxing Entity</u>	Mill Levies (2017**)	Annual tax levied
Insert District Name	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
Larimer County	Insert amount	\$ Insert amount
City of Fort Collins	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
Insert entity	Insert amount	\$ Insert amount
TOTAL:	Insert total	\$ Insert total

\*\*This estimate of mill levies is based upon mill levies certified by the Larimer County Assessor's Office in December 20\_ for collection in 20\_, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Larimer County Assessor's Office to obtain accurate and current information.

## Board of Trustees Meeting

**Date:** March 24, 2026

**Subject:** Water Treatment Plant Admin & Lab Building Design Presentation

- **Presentation:** Lucas Flax, Senior Engineer

### **EXECUTIVE SUMMARY**

---

The Town of Wellington completed a Water Treatment Plant expansion in 2024, but upgrades to the administration and laboratory facilities were delayed from the project scope. Plant staff continue to rely on outdated lab space and a temporary trailer for daily operations, emphasizing the need for permanent improvements. To address this, the Town issued an RFP in July 2025 to develop a schematic-level design with cost estimate to guide future final design and construction, planned for 2026. Clark & Enersen (C&E) were selected as the preferred consultant. Over the past four (4) months, the Town of Wellington Public Works Department and Water Treatment Plant staff have worked with C&E to develop these deliverables.

### **BACKGROUND / DISCUSSION**

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Wellington's Water Treatment Plant completed an expansion project in 2024 which upgraded the treatment capacity from 1.9 million gallons per day (MGD) to 4.2 MGD. During the design phase of the expansion, the administration and laboratory improvements were postponed to a later date. The proposed schematic design utilizes an identified building location and utility stub-outs to accommodate future construction on the site.

Throughout construction and 2025, the six Water Treatment Plant Operators have continued to utilize the old existing lab facility which is in the old Treatment Building to run their state required daily labs and other testing needed to operate the facility. They also continue to use a construction trailer to house their offices, computers, and break/kitchen space while utilizing a single restroom on-site located within the old Treatment Building.

### **DESIGN ALTERNATIVES**

The Design Alternatives project original scope of work included an alternative which would incorporate the existing Old Treatment Building and Lab, and two other alternatives that would include the construction of a new building which could potentially include both office and lab space for staff in the location previously identified in the expansion project plans. After completing an initial site walk with C&E staff engineers and architects and an initial assessment of the old Treatment Building and Lab room, it was determined that the use of the existing space included significant challenges. Issues and significant costs stemmed from the requirement to bring the old facility up to existing codes, multiple significant safety issues, and the need to relocate or remove significant electrical infrastructure, some of which was still in use. Given these challenges and the associated costs, this alternative concept was eliminated from consideration early in the project.

The project team shifted their focus to the design of a new pre-engineered metal building to be located on site at the same location as was planned during the expansion projects. The selected schematic design provides a single-story pre-engineered metal building of approximately 2,600 square feet (SF), including entry and shared spaces, an administrative zone, a laboratory zone, and building systems and support. More specifically, it includes: a lab and lab support room, a superintendent's office, an open office area for staff, a



conference/training room, kitchen, two restrooms, locker room, and SCADA/electrical/mechanical rooms. The new laboratory will provide regulatory safety functions and updated testing space and materials.

### FINAL DESIGN CONTRACT AND CONSTRUCTION SERVICES

As part of the proposed design services, Clark & Enerson will provide a Design Development (DD) submittal of 60% plans to the Town and participate in a value engineering exercise. The DD phase also includes costs for geotechnical work required for the foundation design as well as a supplemental site survey to confirm ground elevations and to prepare grading and drainage plans for around the building. C&E will then provide Construction Documents (90% plans) to Safebuilt for building code review, address any comments and prepare a bid set. In addition, a project specification manual and final estimate of probable cost will be provided. All efforts will be made to maintain a construction budget of the appropriated \$1.8 million. Bidding, construction administration, and post-construction tasks are included in this fee but are subject to written approval by the Town Project Manager prior to starting to work on those tasks.

### CONNECTION WITH ADOPTED MASTER PLANS

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Town of Wellington 2025 – 2029 Strategic Plan

- Grow Responsibly – Goal 1: Proactively maintain and improve utilities, streets, and built environment.
- Ensure Strong Town Operations – Goal 4: Improve physical spaces & systems for staff efficiency & collaboration.

### FISCAL IMPLICATIONS

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The total contract amount for design services is \$257,635.00. The contract costs will be split between budgeted 2026 Water CIP GLs as follows:

- \$132,845.00 from GL 204-80-5065
- \$57,635.00 from GL 204-80-5066 (Budget \$900,000) leaving the remainder for the construction of the building in 2026.
  1. Note an additional \$900,000 is included in the budget for 204-80-5066 to complete construction.

### STAFF RECOMMENDATION

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N/A

### MOTION RECOMMENDATION

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N/A

### ATTACHMENTS

1. WTP Admin-Lab Building\_Slides\_2026-03-24
2. TOW WTP - Clark & Enersen Add Service - Full Design Services (02-11-26)

# Water Treatment Plant Administration and Laboratory Building

Project Status

March 24, 2026

Lucas Flax, PE – Engineer III

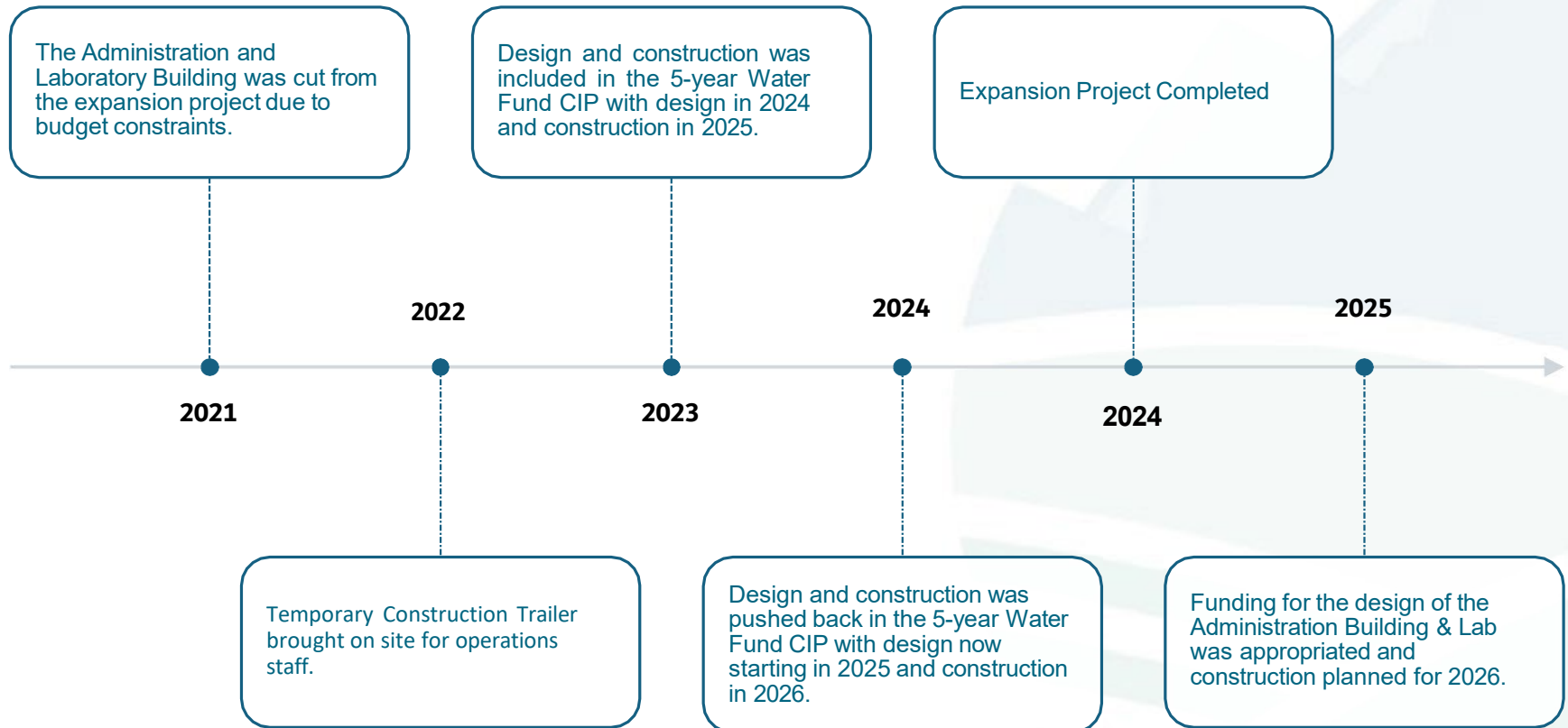
Nathan Ewert, PE – Deputy Director Public Works - Engineering



# Presentation

- Project Recap
- Existing Conditions
- Schematic Design Review
- Next Steps
- Budget and Schedule
- Questions

# Administration Building Timeline



## Project Recap

- July 2025 – RFP for Design Alternatives, staff selection committee selected Clark & Enerson as the top proposal.
- Sept 2025 – Board approved the contract with Clark & Enersen to prepare Concept Design and Schematic Design (SD) submittals (Resolution No. 36-2025).
- Nov. 2025 – Concept Design documents submitted to the Town for review
- Dec. 2025 – SD documents submitted to the Town for review

# Existing Conditions – Why it's needed

## Office Space (Trailer)



### NOTES:

- Rental fee \$1,700/month
- Dry trailer
  - No handwashing
  - No restroom

# Existing Conditions – Why it's needed

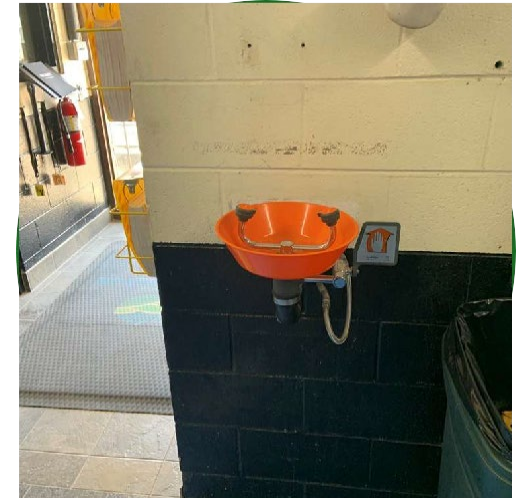
## Lab Space Operational and Safety Issues



- Inadequate ventilation
- Limited storage
- Limited surface space



- Rinse water unit for the filter is not plumbed into lab. Must fill buckets to transport.
- Old copper piping supplying analyzer panels is not approved material.



- Eyewash is remote from lab
- No safety shower

# Existing Conditions – Why it's needed

## Lab Space



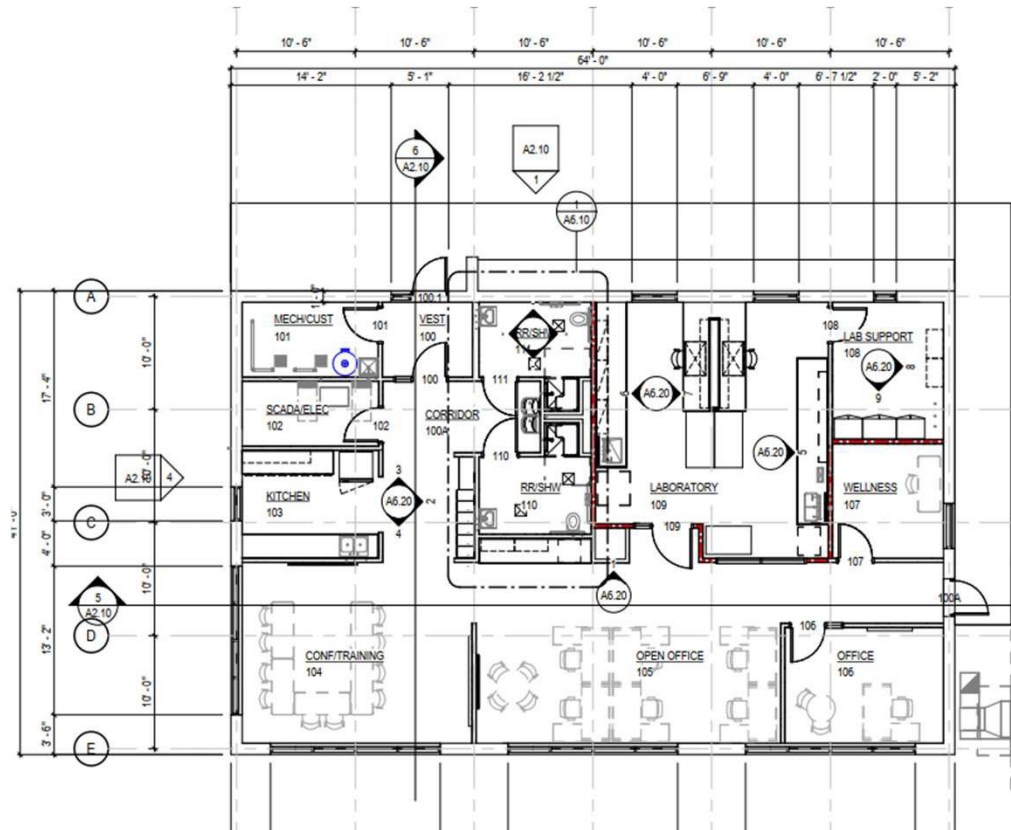
### Existing Lab Expansion Analysis - Outcomes

- Not feasible, lacking adequate space and infrastructure to accommodate program needs or future expansion
- Dense concentration of existing process equipment limits layout flexibility, requiring costly modifications to achieve appropriate expansion of lab functions

# Schematic Design

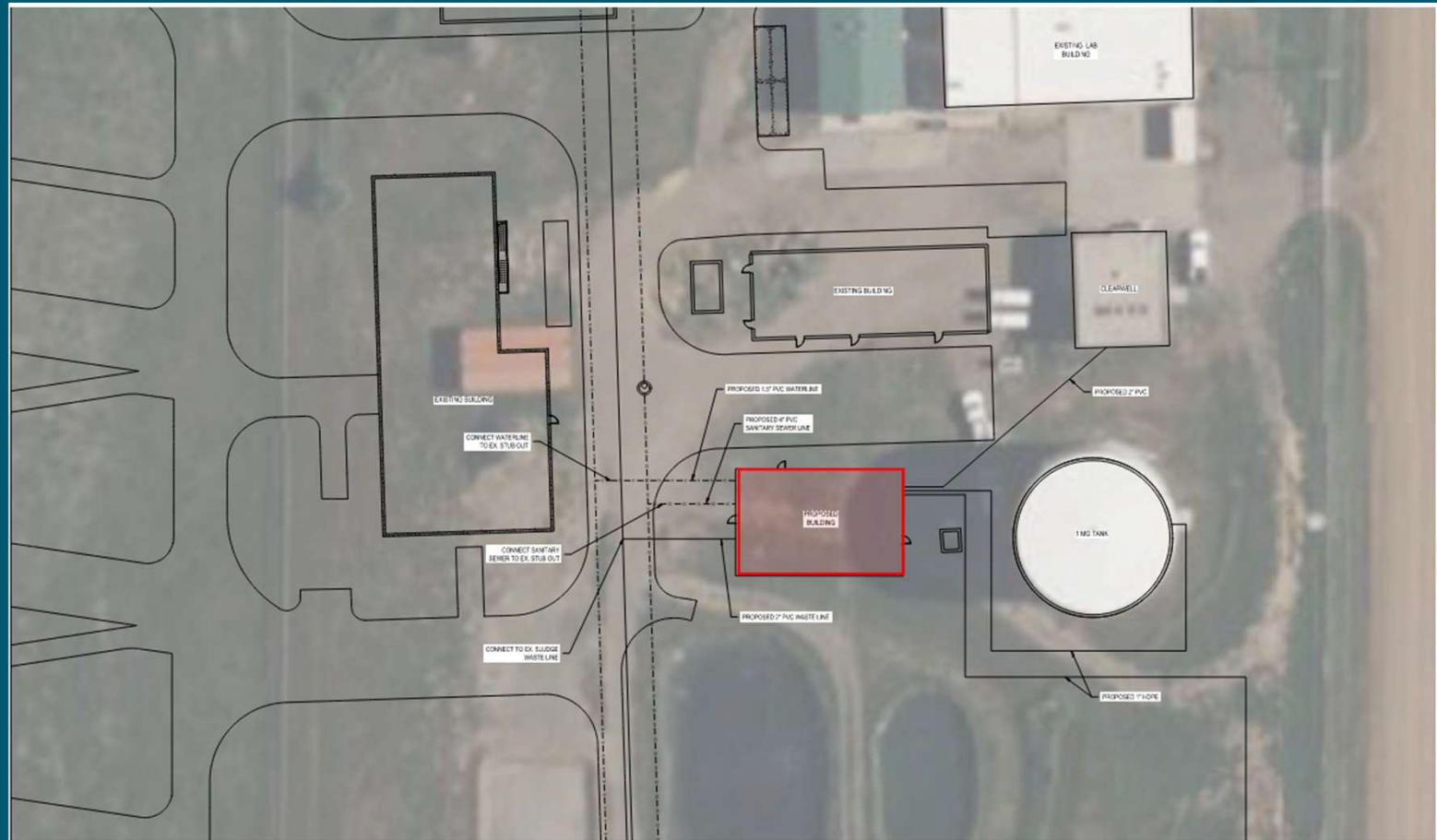
## Overall Organization

- Entry and shared spaces
- Administrative Zone
- Laboratory Zone
- Building Systems and Support
  - New SCADA room
- 2,624 SF



# Site Plan

- Existing generator sized to accommodate new building
- 100% integration to backup power - no additional capital costs
- Utility stub outs created with expansion project



8.02

SCHEMATIC DESIGN - SITE PLAN (NTS)



## Renderings - Exterior



### Design Intent

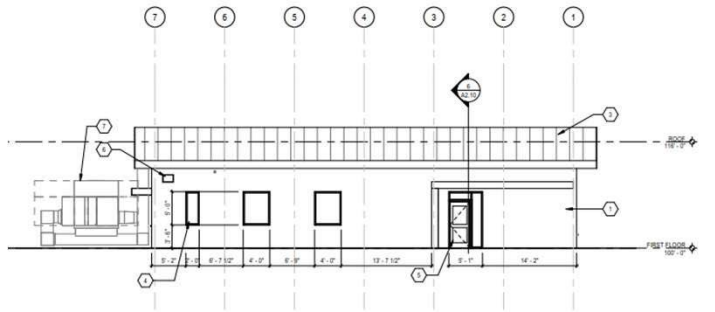
- Architecturally - design prioritizes durability, efficiency and flexibility.
- Layout minimizes internal circulation, maximizes program space, supports a clear dirty-to-clean workflow.
- Simple rectangular form and modular planning = cost effectiveness, ease of construction, future adaptability.



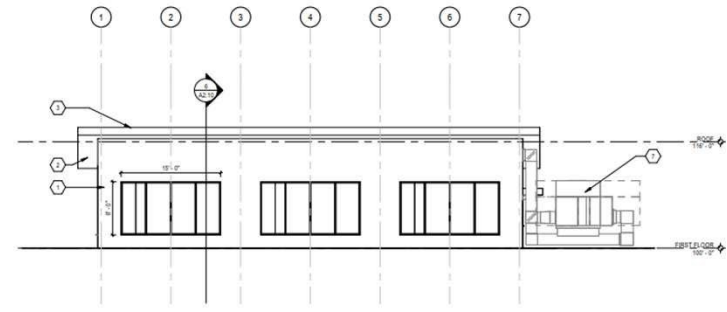
# Renderings - Interior



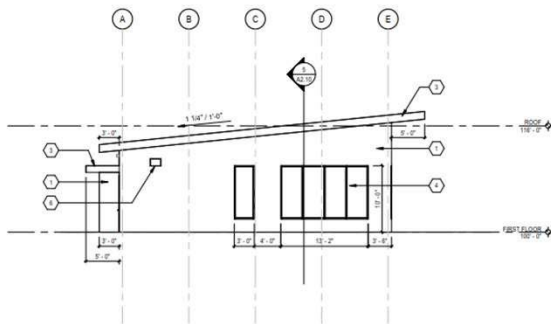
# Proposed Elevation Views



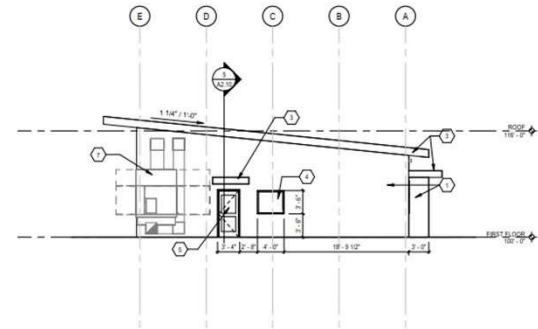
**1 NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**2 SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**4 WEST ELEVATION**  
SCALE: 1/8" = 1'-0"



**3 EAST ELEVATION**  
SCALE: 1/8" = 1'-0"



# Budget Discussion

- DESIGN SERVICES CONTRACT AMOUNT
  - \$190,480 (C&E Services)
  - \$132,845 from GL 204-80-5065 (2026 Appropriated funds)
  - \$57,635 from GL 204-80-5066 (Budget \$900,000)
    - Note an additional \$900,000 is included in the 204-80-5066 budget to complete construction.
  
- CONSTRUCTION BUDGET
  - 2026 Appropriated funds (GL 204-80-5066) = \$900,000
  - 2027 Planned funds (GL 204-80-5066) = \$900,000
  - Total = \$1.8 million
  - SD construction estimate = \$1.6 million

Architecture \ Engineering \ Interior Design \ Landscape Architecture \ Planning

**CLARK & ENERSEN**

PROPOSED FEE BY TASK	
TASK 6A: DESIGN DEVELOPMENT	\$56,490.00
TASK 6B: SURVEY	\$3,780.00
TASK 6C: GEOTECHNICAL SERVICES	\$2,950.00
TASK 7: CONSTRUCTION DOCUMENTATION	\$88,890.00
TASK 8A: BIDDING	\$6,735.00
TASK 8B: CONSTRUCTION ADMINISTRATION	\$27,145.00
TASK 8C: POST-CONSTRUCTION	\$4,490.00
<b>TOTAL (Tasks 6-8)</b>	<b>\$190,480.00</b>



## Schedule

- March 3<sup>rd</sup>, 2026: Design Development (DD) Authorization
  - Includes Site Survey and Geotech Kick-off
- Late April: Town Value Engineering Review
- End of May: Design Development Complete
  - Begin Construction Documents (CD's)
- Early September: Bid Package Complete / Post for Bid
- Mid October: Board Presentation for Contractor Selection

# Questions

02/11/2026

Nathan Ewert, PE  
Deputy Director of Public Works  
Town of Wellington  
8225 Third Street, Wellington, CO 80549

Dear Nathan,

On behalf of Clark & Enersen, I am pleased to submit a proposal for additional services to provide full design services for the Town of Wellington Water Treatment Plant Administration & Laboratory Building.

### **Project Assumptions**

- Delivery Method is expected to be Design / Bid / Build (D/B/B).
- Survey & Geotechnical Services are to be included in design team scope of services.
- The services provided for our firm for this project include architecture, interior design, mechanical, electrical, structural, civil engineering, survey, geotechnical services, and construction administration services, in addition to overall project management and coordination.
- Submittals will be required at the following intervals:
  - Design Development
  - Construction Document / Code Review
  - Bid Documents

### **Additional Scope of Services**

#### *Task 6A – Design Development*

- Incorporate all review comments from the Schematic Design Submittal.
- Lead two design meetings during Design Development, as shown in design schedule / work plan.
- Prepare a proposed delivery schedule for the Design Development package.
- Further develop and supplement the Schematic Drawings with additional plan drawings and details necessary to specifically define the total scope of work required. These plans will fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
- Further develop code drawings based on approved floor plans.
- Prepare preliminary project specifications manual.
- Develop interior design finishes board and renderings with proposed finishes and materials.

- Update project schedule for the remainder of the design phases and anticipated period of construction.
- Lead VE meeting to define and develop costs for potential alternates and cost saving measures for the project.
- Submit Design Development drawings and specifications for review and approval.
- Attend Design Development Review Meeting.

*Task 6B – Survey*

- Topographic Survey and Utility Locates; provided by Majestic Surveying

*Task 6C – Geotechnical Services*

- Geotechnical Services provided by Substrata.

*Task 7 – Construction Documents*

- Incorporate all comments from the Design Development Submittal.
- At the start of Construction Documents the design team will submit a schedule for delivery of final construction documents.
- Lead two design meetings during the CD Phase, as shown in design schedule / work plan.
- Prepare detailed documents defining the complete scope of work to be used for bidding and construction of the project.
- Prepare final project specification manual.
- Develop a final estimate of probable construction cost and all proposed alternates for the project.
- Attend final Construction Documents review meeting.
- Modify drawings and specifications based on review meeting and comments.
- Submit a Code Review Set
- Incorporate and respond to all code comments.
- Submit Construction Document drawings and specifications for Bidding.

*Task 8 – Bidding & Construction Administration*

- *Task 8A: Bidding*
  - Attend scheduled pre-bid conference.
  - Clarify questions that arise during the bidding process.
  - Review and answer requests for information and product substitutions. Approved substitutions will be listed in addenda.
  - Prepare addenda for distribution.
  - Assist in the in evaluation of the bid tabulations.

- *Task 8B: Construction Administration*
  - Attend all scheduled pre-construction meetings.
  - Attend Project Progress Meetings as established by the GC for the duration of construction.
  - Review and approve shop drawings, RFIs, submittals and samples as required for the project.
  - Review and approve product substitutions.
  - Clarify and provide written responses to the GC for requests for information that arise during the entire Construction Phase.
  - Conduct as needed Site Observation Visits (Bi-weekly – every two weeks - visits are included in base fee)
  - Prepare and distribute written field reports for each site visit.
  - When necessary, inform the Owner and the GC in writing of any work that does not conform to the Contract Documents.
  - When requested, provide interpretation of the Contract Documents.
  - Review change order pricing, as required.
  - When necessary, provide drawings and documentation to the CM/GC to allow all change order requests to be done in timely manner not to impede the progress of the work.
  - Review / approve all contractor invoices.
  - We will work with the GC at a level of completion of approximately 95% to prepare a complete punch-list of corrective items required at the Substantial Completion Phase.
  - Provide “engineered letter”, as required, to Safebuilt as part of project closeout & certificate of occupancy.
  - Work with the Owner, and the GC, in determining the date of final completion.
  
- *Task 8C: Post-Construction*
  - Provide record drawings after receipt of the record documents by the GC.
  - Provide a post-occupancy walk through and evaluation at 10 months after occupancy of the facility.
  - Prepare a list of any warranty items requiring corrective measures.
  - Review and approve completion of all corrective measures identified.

**Proposed Design Schedule Duration**

<b>Task 6</b>	Design Development	9 WEEKS
	Review / VE Period	2 WEEKS
<b>Task 7</b>	Construction Documentation	10 WEEKS
	Bidding / Negotiations	6 WEEKS
<b>Total Duration</b>		<b>27 WEEKS</b>

**Fee Proposal**

We propose to perform the services described above on a time-and-materials “not-to-exceed” fee of **\$190,480**, including reimbursables, as outlined below. Reimbursable expenses will be billed as direct costs without mark-up. The attached Wage Rate Schedule also summarizes the estimated hours and rates by discipline and separated out by task.

<b>PROPOSED FEE BY TASK</b>	
TASK 6A: DESIGN DEVELOPMENT	\$56,490.00
TASK 6B: SURVEY	\$3,780.00
TASK 6C: GEOTECHNICAL SERVICES	\$2,950.00
TASK 7: CONSTRUCTION DOCUMENTATION	\$88,890.00
TASK 8A: BIDDING	\$6,735.00
TASK 8B: CONSTRUCTION ADMINISTRATION	\$27,145.00
TASK 8C: POST-CONSTRUCTION	\$4,490.00
<b>TOTAL (Tasks 6-8)</b>	<b>\$190,480.00</b>

We are excited to continue working with the Town of Wellington on this project. Please contact me with any questions.

Sincerely,



Andrea Anderson AIA, NCARB, LEED AP BD+C, WELL AP  
Associate Principal



## Board of Trustees Meeting

**Date:** March 24, 2026  
**Subject:** 2025 End of Year Treasurer's Report

- **Presentation: Nic Redavid, Finance Director | Town Treasurer**

### **EXECUTIVE SUMMARY**

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Attached is the 2025 End of Year (2025EOY) Treasurer's Report and 2025EOY Treasurer's Report Presentation. The 2025EOY Treasurer's Report was generated on March 2, 2026, and includes all invoices through 2025 period 13, including invoices for previous 2025 periods which may affect amounts presented in previously generated Treasurer's Reports.

### **BACKGROUND / DISCUSSION**

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The unaudited financial statements reflecting actual revenue received and actual expenditures incurred throughout 2025 are reviewed and compared against anticipated revenue and appropriated expenditures of the budget of fiscal year 2025 for the Town of Wellington, Colorado.

### **CONNECTION WITH ADOPTED MASTER PLANS**

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Ensure Strong Town Operations: Communicate strategically to community audiences; Cultivate effective staff and trustee interactions.

### **FISCAL IMPLICATIONS**

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N/A

### **STAFF RECOMMENDATION**

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Review and retain report.

### **MOTION RECOMMENDATION**

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N/A

### **ATTACHMENTS**

1. 2025EOY Treasurer's Report
2. 2025EOY Treasurer's Report Presentation

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUE</u>					
201-01-3110	4,638,857.88	4,638,857.88	2,112,290.00	( 2,526,567.88)	219.6
201-01-3130	2,701,468.92	2,701,468.92	2,643,338.00	( 58,130.92)	102.2
201-01-3135	14,930.24	14,930.24	25,000.00	10,069.76	59.7
201-01-3140	302,073.41	302,073.41	544,000.00	241,926.59	55.5
201-01-3145	156.92	156.92	.00	( 156.92)	.0
201-01-3320	████████	████████	████████	████████	████████
201-01-3330	████████	████████	████████	████████	████████
<b>TOTAL TAX REVENUE</b>	<b>8,044,567.43</b>	<b>8,044,567.43</b>	<b>5,566,826.00</b>	<b>( 2,477,741.43)</b>	<b>144.5</b>
<u>BUILDING PERMITS</u>					
201-02-3155	12,405.00	12,405.00	46,000.00	33,595.00	27.0
201-02-3430	4,066.57	4,066.57	5,885.00	1,818.43	69.1
201-02-3435	4,494.17	4,494.17	5,920.00	1,425.83	75.9
201-02-3450	24,214.73	24,214.73	46,000.00	21,785.27	52.6
201-02-3462	303,012.50	303,012.50	450,000.00	146,987.50	67.3
<b>TOTAL BUILDING PERMITS</b>	<b>348,192.97</b>	<b>348,192.97</b>	<b>553,805.00</b>	<b>205,612.03</b>	<b>62.9</b>
<u>FRANCHISE FEES</u>					
201-03-3150	24,001.84	24,001.84	25,000.00	998.16	96.0
201-03-3160	209,874.36	209,874.36	173,801.00	( 36,073.36)	120.8
201-03-3170	28,104.62	28,104.62	20,000.00	( 8,104.62)	140.5
<b>TOTAL FRANCHISE FEES</b>	<b>261,980.82</b>	<b>261,980.82</b>	<b>218,801.00</b>	<b>( 43,179.82)</b>	<b>119.7</b>
<u>LICENSES &amp; PERMITS</u>					
201-04-3200	14,250.00	14,250.00	.00	( 14,250.00)	.0
201-04-3210	3,582.50	3,582.50	.00	( 3,582.50)	.0
201-04-3220	23,250.00	23,250.00	20,000.00	( 3,250.00)	116.3
201-04-3250	1,500.00	1,500.00	.00	( 1,500.00)	.0
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>42,582.50</b>	<b>42,582.50</b>	<b>20,000.00</b>	<b>( 22,582.50)</b>	<b>212.9</b>
<u>FEES FOR SERVICE</u>					
201-05-3420	23,052.35	23,052.35	25,000.00	1,947.65	92.2
201-05-3465	1,627.46	1,627.46	.00	( 1,627.46)	.0
201-05-3510	3,280.00	3,280.00	3,000.00	( 280.00)	109.3
201-05-3520	8,334.34	8,334.34	.00	( 8,334.34)	.0
<b>TOTAL FEES FOR SERVICE</b>	<b>36,294.15</b>	<b>36,294.15</b>	<b>28,000.00</b>	<b>( 8,294.15)</b>	<b>129.6</b>

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES &amp; PENALTIES</u>					
201-06-3550	20,360.00	20,360.00	20,000.00	( 360.00)	101.8
201-06-3555	800.00	800.00	1,200.00	400.00	66.7
	<u>21,160.00</u>	<u>21,160.00</u>	<u>21,200.00</u>	<u>40.00</u>	<u>99.8</u>
<u>CEMETERY REVENUES</u>					
201-07-3470	5,600.00	5,600.00	.00	( 5,600.00)	.0
201-07-3480	937.50	937.50	.00	( 937.50)	.0
201-07-3490	5,812.50	5,812.50	9,500.00	3,687.50	61.2
	<u>12,350.00</u>	<u>12,350.00</u>	<u>9,500.00</u>	<u>( 2,850.00)</u>	<u>130.0</u>
<u>MISCELLANEOUS REVENUE</u>					
201-08-3350	195,075.00	195,075.00	29,700.00	( 165,375.00)	656.8
201-08-3351	2,500.00	2,500.00	.00	( 2,500.00)	.0
201-08-3353	40,000.00	40,000.00	40,000.00	.00	100.0
201-08-3354	5,895.00	5,895.00	6,000.00	105.00	98.3
201-08-3355	.00	.00	16,500.00	16,500.00	.0
201-08-3373	7,444.53	7,444.53	5,000.00	( 2,444.53)	148.9
201-08-3506	.00	.00	10,000.00	10,000.00	.0
201-08-3610	310,215.07	310,215.07	300,000.00	( 10,215.07)	103.4
201-08-3620	204.48	204.48	2,400.00	2,195.52	8.5
201-08-3640	6,565.00	6,565.00	.00	( 6,565.00)	.0
201-08-3690	6,203.02	6,203.02	5,000.00	( 1,203.02)	124.1
201-08-3910	1,724.10	1,724.10	.00	( 1,724.10)	.0
201-08-3913	6,275.00	6,275.00	1,000.00	( 5,275.00)	627.5
	<u>582,101.20</u>	<u>582,101.20</u>	<u>415,600.00</u>	<u>( 166,501.20)</u>	<u>140.1</u>
<u>TRANSFERS</u>					
201-09-3694	434,774.00	434,774.00	455,501.00	20,727.00	95.5
201-09-3695	448,394.00	448,394.00	527,394.00	79,000.00	85.0
201-09-3696	422,243.00	422,243.00	527,394.00	105,151.00	80.1
201-09-3697	122,846.00	122,846.00	177,352.00	54,506.00	69.3
201-09-3698	237,087.00	237,087.00	258,796.00	21,709.00	91.6
	<u>1,665,344.00</u>	<u>1,665,344.00</u>	<u>1,946,437.00</u>	<u>281,093.00</u>	<u>85.6</u>
	<u>11,014,573.07</u>	<u>11,014,573.07</u>	<u>8,780,169.00</u>	<u>( 2,234,404.07)</u>	<u>125.5</u>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
201-11-5102	880.92	880.92	910.00	29.08	96.8
201-11-5107	10,781.53	10,781.53	10,800.00	18.47	99.8
201-11-5192	115,286.75	115,286.75	125,015.00	9,728.25	92.2
201-11-5214	270.00	270.00	700.00	430.00	38.6
201-11-5321	278.80	278.80	300.00	21.20	92.9
201-11-5335	5,381.00	5,381.00	5,381.00	.00	100.0
201-11-5352	39,271.48	39,271.48	45,000.00	5,728.52	87.3
201-11-5363	.00	.00	1,000.00	1,000.00	.0
201-11-5380	7,646.72	7,646.72	11,000.00	3,353.28	69.5
201-11-5513	.00	.00	5,000.00	5,000.00	.0
201-11-5951	29,738.00	29,738.00	30,000.00	262.00	99.1
201-11-5952	24,300.00	24,300.00	31,500.00	7,200.00	77.1
<b>TOTAL LEGISLATIVE</b>	<b>233,835.20</b>	<b>233,835.20</b>	<b>266,606.00</b>	<b>32,770.80</b>	<b>87.7</b>
<u>JUDICIAL</u>					
201-12-5109	7,500.00	7,500.00	12,000.00	4,500.00	62.5
201-12-5214	111.18	111.18	500.00	388.82	22.2
201-12-5359	14,706.27	14,706.27	12,000.00	( 2,706.27)	122.6
201-12-5380	590.41	590.41	1,850.00	1,259.59	31.9
201-12-5394	.00	.00	1,000.00	1,000.00	.0
201-12-5498	.00	.00	1,000.00	1,000.00	.0
201-12-5499	723.60	723.60	1,000.00	276.40	72.4
<b>TOTAL JUDICIAL</b>	<b>23,631.46</b>	<b>23,631.46</b>	<b>29,350.00</b>	<b>5,718.54</b>	<b>80.5</b>
<u>ADMINISTRATION</u>					
201-13-5100	551,989.55	551,989.55	568,318.00	16,328.45	97.1
201-13-5102	172,161.05	172,161.05	179,500.00	7,338.95	95.9
201-13-5214	874.20	874.20	1,500.00	625.80	58.3
201-13-5335	3,700.02	3,700.02	8,500.00	4,799.98	43.5
201-13-5336	( 72.00)	( 72.00)	.00	72.00	.0
201-13-5352	30,173.50	30,173.50	65,000.00	34,826.50	46.4
201-13-5356	2,222.09	2,222.09	40,000.00	37,777.91	5.6
201-13-5363	53.68	53.68	1,000.00	946.32	5.4
201-13-5380	5,979.12	5,979.12	10,500.00	4,520.88	56.9
201-13-5496	9,896.37	9,896.37	15,000.00	5,103.63	66.0
201-13-5903	49,554.55	49,554.55	40,000.00	( 9,554.55)	123.9
201-13-5933	15,417.91	15,417.91	16,500.00	1,082.09	93.4
<b>TOTAL ADMINISTRATION</b>	<b>841,950.04</b>	<b>841,950.04</b>	<b>945,818.00</b>	<b>103,867.96</b>	<b>89.0</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
201-14-5100	WAGES & SALARIES	328,359.02	328,359.02	343,651.00	15,291.98 95.6
201-14-5102	BENEFITS	89,258.40	89,258.40	105,750.00	16,491.60 84.4
201-14-5214	OFFICE SUPPLIES	669.94	669.94	1,000.00	330.06 67.0
201-14-5311	POSTAGE	5,203.77	5,203.77	5,500.00	296.23 94.6
201-14-5321	PRINTING SERVICES	697.09	697.09	600.00	( 97.09) 116.2
201-14-5335	DUES AND SUBSCRIPTIONS	886.88	886.88	2,000.00	1,113.12 44.3
201-14-5338	BANK SERVICE CHARGE	4,291.54	4,291.54	.00	( 4,291.54) .0
201-14-5353	ACCOUNTING & AUDITING	56,300.00	56,300.00	45,000.00	( 11,300.00) 125.1
201-14-5356	PROFESSIONAL SERVICES	29,408.41	29,408.41	45,000.00	15,591.59 65.4
201-14-5363	R&M COMPUTER/OFFICE EQUIP	1,300.57	1,300.57	2,000.00	699.43 65.0
201-14-5380	PROFESSIONAL DEVELOPMENT	4,949.22	4,949.22	8,500.00	3,550.78 58.2
201-14-5510	INSURANCE & BONDS	275,047.17	275,047.17	223,176.00	( 51,871.17) 123.2
201-14-5640	PAYING AGENT FEES	.00	.00	500.00	500.00 .0
201-14-5950	DOCUMENT SHREDDING	288.00	288.00	350.00	62.00 82.3
201-14-5960	OVER/SHORT	( 20,023.00)	( 20,023.00)	.00	20,023.00 .0
	TOTAL FINANCE	776,637.01	776,637.01	783,027.00	6,389.99 99.2
<u>TOWN CLERK</u>					
201-15-5100	WAGES & SALARIES	184,555.92	184,555.92	189,609.00	5,053.08 97.3
201-15-5102	BENEFITS	58,518.78	58,518.78	67,790.00	9,271.22 86.3
201-15-5214	OFFICE SUPPLIES	1,222.29	1,222.29	1,500.00	277.71 81.5
201-15-5331	PUBLISHING & LEGAL NOTICES	3,308.80	3,308.80	4,500.00	1,191.20 73.5
201-15-5335	DUES & SUBSCRIPTIONS	99.00	99.00	826.00	727.00 12.0
201-15-5356	PROFESSIONAL SERVICES	7,950.00	7,950.00	7,500.00	( 450.00) 106.0
201-15-5363	R&M COMPUTER/OFFICE EQUIP.	1,907.92	1,907.92	3,500.00	1,592.08 54.5
201-15-5380	PROFESSIONAL DEVELOPMENT	3,078.61	3,078.61	4,000.00	921.39 77.0
201-15-5381	MILEAGE REIMBURSEMENT	240.10	240.10	150.00	( 90.10) 160.1
201-15-5414	ELECTION EXPENSES	503.15	503.15	45,000.00	44,496.85 1.1
201-15-5530	CODE REVIEW & UPDATE	.00	.00	5,000.00	5,000.00 .0
	TOTAL TOWN CLERK	261,384.57	261,384.57	329,375.00	67,990.43 79.4

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
201-16-5100	219,426.78	219,426.78	220,542.00	1,115.22	99.5
201-16-5102	68,552.29	68,552.29	68,320.00	( 232.29)	100.3
201-16-5103	.00	.00	10,000.00	10,000.00	.0
201-16-5214	302.47	302.47	300.00	( 2.47)	100.8
201-16-5226	.00	.00	29,000.00	29,000.00	.0
201-16-5335	8,614.00	8,614.00	8,500.00	( 114.00)	101.3
201-16-5356	5,435.00	5,435.00	5,000.00	( 435.00)	108.7
201-16-5363	540.47	540.47	1,300.00	759.53	41.6
201-16-5380	1,287.54	1,287.54	7,000.00	5,712.46	18.4
201-16-5580	158.88	158.88	1,500.00	1,341.12	10.6
201-16-5582	6,428.70	6,428.70	15,000.00	8,571.30	42.9
201-16-5583	2,896.00	2,896.00	2,500.00	( 396.00)	115.8
201-16-5948	704.35	704.35	1,000.00	295.65	70.4
201-16-5949	69.05	69.05	1,000.00	930.95	6.9
	<u>314,415.53</u>	<u>314,415.53</u>	<u>370,962.00</u>	<u>56,546.47</u>	<u>84.8</u>
<u>INFORMATION TECHNOLOGY</u>					
201-17-5100	83,876.76	83,876.76	100,500.00	16,623.24	83.5
201-17-5102	25,945.64	25,945.64	39,720.00	13,774.36	65.3
201-17-5214	861.16	861.16	1,000.00	138.84	86.1
201-17-5345	47,252.86	47,252.86	60,000.00	12,747.14	78.8
201-17-5356	29,789.67	29,789.67	15,000.00	( 14,789.67)	198.6
201-17-5363	2,969.62	2,969.62	3,000.00	30.38	99.0
201-17-5380	558.00	558.00	1,000.00	442.00	55.8
201-17-5381	.00	.00	50.00	50.00	.0
201-17-5384	35,901.42	35,901.42	45,000.00	9,098.58	79.8
201-17-5579	130,369.67	130,369.67	175,000.00	44,630.33	74.5
201-17-5585	15,239.29	15,239.29	15,480.00	240.71	98.5
201-17-5947	14,810.07	14,810.07	13,500.00	( 1,310.07)	109.7
	<u>387,574.16</u>	<u>387,574.16</u>	<u>469,250.00</u>	<u>81,675.84</u>	<u>82.6</u>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING AND ZONING</u>					
201-18-5100	WAGES & SALARIES	609,840.47	609,840.47	686,217.00	76,376.53 88.9
201-18-5102	BENEFITS	149,318.98	149,318.98	199,070.00	49,751.02 75.0
201-18-5214	OFFICE SUPPLIES	894.15	894.15	2,500.00	1,605.85 35.8
201-18-5231	FUEL, OIL, GREASE	759.31	759.31	4,875.00	4,115.69 15.6
201-18-5233	VEHICLE R&M	333.89	333.89	2,250.00	1,916.11 14.8
201-18-5331	RECORDING & LEGAL PUBLISHING	682.28	682.28	1,500.00	817.72 45.5
201-18-5335	DUES & SUBSCRIPTIONS	1,718.20	1,718.20	2,743.00	1,024.80 62.6
201-18-5350	BUILDING INSP. FEE REMITTANCE	181,484.13	181,484.13	240,000.00	58,515.87 75.6
201-18-5355	REIMBURSABLE SERVICES	13,325.00	13,325.00	20,000.00	6,675.00 66.6
201-18-5356	PROFESSIONAL SERVICES	12,948.00	12,948.00	30,000.00	17,052.00 43.2
201-18-5363	R&M COMPUTER/OFFICE EQUIP	1,133.21	1,133.21	393.00	( 740.21) 288.4
201-18-5370	SAFETY SUPPLIES & EQUIPMENT	.00	.00	270.00	270.00 .0
201-18-5372	UNIFORMS	448.90	448.90	525.00	76.10 85.5
201-18-5374	NOCO HUMANE	35,367.96	35,367.96	35,368.00	.04 100.0
201-18-5375	PROTECTIVE INSP. EQUIPMENT	.00	.00	170.00	170.00 .0
201-18-5380	PROFESSIONAL DEVELOPMENT	5,548.28	5,548.28	10,780.00	5,231.72 51.5
201-18-5579	SOFTWARE LICENSE SUPPORT	1,156.71	1,156.71	2,469.00	1,312.29 46.9
	TOTAL PLANNING AND ZONING	1,014,959.47	1,014,959.47	1,239,130.00	224,170.53 81.9
<u>LAW ENFORCEMENT</u>					
201-21-5364	LCSO CONTRACT	2,135,717.16	2,135,717.16	2,135,717.00	( .16) 100.0
	TOTAL LAW ENFORCEMENT	2,135,717.16	2,135,717.16	2,135,717.00	( .16) 100.0
<u>PUBLIC WORKS</u>					
201-34-5100	WAGES & SALARIES	740,171.20	740,171.20	954,170.00	213,998.80 77.6
201-34-5102	BENEFITS	196,807.16	196,807.16	267,600.00	70,792.84 73.6
201-34-5231	FUEL, OIL & GREASE	20,234.62	20,234.62	28,000.00	7,765.38 72.3
201-34-5233	R&M- MACHINERY & EQUIP. PARTS	58,118.34	58,118.34	59,914.00	1,795.66 97.0
201-34-5241	SHOP SUPPLIES	50.62	50.62	2,000.00	1,949.38 2.5
201-34-5335	DUES & SUBSCRIPTIONS	8,522.50	8,522.50	5,500.00	( 3,022.50) 155.0
201-34-5356	PROFESSIONAL SERVICES	19,540.00	19,540.00	30,000.00	10,460.00 65.1
201-34-5363	R&M COMPUTER/OFFICE EQUIP.	7,229.95	7,229.95	7,500.00	270.05 96.4
201-34-5370	SAFETY WORKWEAR & EQUIPMENT	1,186.88	1,186.88	2,000.00	813.12 59.3
201-34-5372	UNIFORMS	16,751.70	16,751.70	16,500.00	( 251.70) 101.5
201-34-5380	PROFESSIONAL DEVELOPMENT	6,734.72	6,734.72	10,500.00	3,765.28 64.1
201-34-5422	SMALL TOOLS	128.72	128.72	1,000.00	871.28 12.9
201-34-5456	MOSQUITO CONTROL	14,000.00	14,000.00	25,300.00	11,300.00 55.3
201-34-5512	INSURANCE-PROPERTY RELATED	.00	.00	13,064.00	13,064.00 .0
201-34-5579	SOFTWARE SUBSCRIPTIONS	8,493.72	8,493.72	10,000.00	1,506.28 84.9
201-34-5941	PW OFFICE SUPPLIES	3,484.44	3,484.44	10,000.00	6,515.56 34.8
201-34-5947	COPIER EXPENSE	206.71	206.71	3,500.00	3,293.29 5.9
	TOTAL PUBLIC WORKS	1,101,661.28	1,101,661.28	1,446,548.00	344,886.72 76.2

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
201-42-5382	0.00	0.00	5,000.00	5,000.00	0.0
201-42-5423	0.00	0.00	5,000.00	5,000.00	0.0
201-42-5454	0.00	0.00	7,000.00	7,000.00	0.0
TOTAL CEMETERY	0.00	0.00	17,000.00	17,000.00	0.0
<u>GEN. USE BLDGS. &amp; COM. CENTERS</u>					
201-49-5329	0.00	0.00	2,500.00	2,500.00	0.0
201-49-5341	17,026.52	17,026.52	2,100.00	(14,926.52)	810.8
201-49-5342	3,855.89	3,855.89	4,000.00	144.11	96.4
201-49-5343	2,631.33	2,631.33	2,000.00	(631.33)	131.6
201-49-5344	7,360.08	7,360.08	30,000.00	22,639.92	24.5
201-49-5346	2,327.88	2,327.88	3,000.00	672.12	77.6
201-49-5367	45,842.36	45,842.36	40,000.00	(5,842.36)	114.6
201-49-5369	17,840.40	17,840.40	25,000.00	7,159.60	71.4
201-49-5370	6,199.49	6,199.49	11,700.00	5,500.51	53.0
201-49-5375	1,675.33	1,675.33	1,500.00	(175.33)	111.7
201-49-5398	11,169.88	11,169.88	10,500.00	(669.88)	106.4
201-49-5405	1,500.00	1,500.00	1,500.00	0.00	100.0
201-49-5508	(1,506.17)	(1,506.17)	0.00	1,506.17	0.0
201-49-5513	1,000.00	1,000.00	5,000.00	4,000.00	20.0
TOTAL GEN. USE BLDGS. & COM. CENTERS	116,922.99	116,922.99	138,800.00	21,877.01	84.2
<u>ECONOMIC DEVELOPMENT</u>					
201-51-5214	10.53	10.53	200.00	189.47	5.3
201-51-5356	0.00	0.00	10,000.00	10,000.00	0.0
201-51-5379	(58.70)	(58.70)	2,000.00	2,058.70	(2.9)
201-51-5401	3,250.00	3,250.00	2,000.00	(1,250.00)	162.5
201-51-5903	40,000.00	40,000.00	40,000.00	0.00	100.0
TOTAL ECONOMIC DEVELOPMENT	43,201.83	43,201.83	54,200.00	10,998.17	79.7

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
201-55-5100	WAGES & SALARIES	363,289.47	363,289.47	360,268.00	( 3,021.47) 100.8
201-55-5101	SEASONAL - LIBRARY	12,464.93	12,464.93	20,000.00	7,535.07 62.3
201-55-5102	BENEFITS	78,618.01	78,618.01	78,670.00	51.99 99.9
201-55-5214	OFFICE SUPPLIES	7,275.45	7,275.45	9,000.00	1,724.55 80.8
201-55-5311	POSTAGE	4.40	4.40	200.00	195.60 2.2
201-55-5321	PRINTING SERVICES	518.70	518.70	1,000.00	481.30 51.9
201-55-5333	DUES	155.00	155.00	200.00	45.00 77.5
201-55-5337	PROGRAMS	5,312.33	5,312.33	7,000.00	1,687.67 75.9
201-55-5347	STORY TIME SUPPLIES	357.15	357.15	500.00	142.85 71.4
201-55-5363	R&M COMPUTER/OFFICE EQUIP.	.00	.00	750.00	750.00 .0
201-55-5380	PROFESSIONAL DEVELOPMENT	3,592.01	3,592.01	2,500.00	( 1,092.01) 143.7
201-55-5384	INTERNET SERVICE	.00	.00	2,000.00	2,000.00 .0
201-55-5387	SPECIAL EVENT SUPPLIES	640.60	640.60	375.00	( 265.60) 170.8
201-55-5579	SOFTWARE LICENSE/SUPPORT	2,809.66	2,809.66	10,000.00	7,190.34 28.1
201-55-5792	MULTI MEDIA	2,402.85	2,402.85	3,500.00	1,097.15 68.7
201-55-5793	E-BOOKS - SUBSCRIPTION/MISC.	3,750.00	3,750.00	5,500.00	1,750.00 68.2
201-55-5900	LIBRARY BOOKS	18,268.43	18,268.43	18,000.00	( 268.43) 101.5
201-55-5901	LIBRARY SHELVING & FURNISHINGS	1,524.94	1,524.94	2,000.00	475.06 76.3
201-55-5902	COURIER SERVICE	1,927.36	1,927.36	2,500.00	572.64 77.1
201-55-5903	GRANT PROGRAMS EXPENDITURES	5,895.00	5,895.00	11,000.00	5,105.00 53.6
	<b>TOTAL LIBRARY</b>	<b>508,806.29</b>	<b>508,806.29</b>	<b>534,963.00</b>	<b>26,156.71 95.1</b>
<u>TRANSFERS-OUT</u>					
201-56-5001	TRANSFER TO CAPITAL PROJECTS F	.00	.00	207,500.00	207,500.00 .0
201-56-5208	TRANSFER TO WATER FUND	690,000.00	690,000.00	690,000.00	.00 100.0
201-56-5209	TRANSFER TO SEWER FUND	330,000.00	330,000.00	380,000.00	50,000.00 86.8
	<b>TOTAL TRANSFERS-OUT</b>	<b>1,020,000.00</b>	<b>1,020,000.00</b>	<b>1,277,500.00</b>	<b>257,500.00 79.8</b>
	<b>TOTAL FUND EXPENDITURES</b>	<b>8,780,696.99</b>	<b>8,780,696.99</b>	<b>10,038,246.00</b>	<b>1,257,549.01 87.5</b>
	<b>NET REVENUE OVER EXPENDITURES</b>	<b>2,233,876.08</b>	<b>2,233,876.08</b>	<b>( 1,258,077.00)</b>	<b>( 3,491,953.08) 177.6</b>

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAX REVENUE</u>					
203-01-3130 SALES TAX	797,225.93	797,225.93	726,750.00	( 70,475.93)	109.7
203-01-3140 USE TAX-BUILDING MATERIALS	28,556.75	28,556.75	.00	( 28,556.75)	.0
203-01-3315 MOTOR VEHICLE USE TAX	778,742.83	778,742.83	888,407.00	109,664.17	87.7
203-01-3335 HIGHWAY USERS TAX	536,801.95	536,801.95	376,552.00	( 160,249.95)	142.6
TOTAL TAX REVENUE	2,141,327.46	2,141,327.46	1,991,709.00	( 149,618.46)	107.5
<u>LICENSES &amp; PERMITS</u>					
203-04-3343 STREET CUT PERMITS	70,084.81	70,084.81	15,000.00	( 55,084.81)	467.2
203-04-3350 DEVELOPER ROAD FEE ESCROW	7,401.95	7,401.95	24,000.00	16,598.05	30.8
203-04-3376 BP ROAD IMPACT FEE	75,751.37	75,751.37	159,600.00	83,848.63	47.5
TOTAL LICENSES & PERMITS	153,238.13	153,238.13	198,600.00	45,361.87	77.2
<u>FEES FOR SERVICE</u>					
203-05-3420 LAND USE FEES	7,321.40	7,321.40	.00	( 7,321.40)	.0
TOTAL FEES FOR SERVICE	7,321.40	7,321.40	.00	( 7,321.40)	.0
<u>MISCELLANEOUS REVENUE</u>					
203-08-3350 GRANTS	.00	.00	3,580,269.00	3,580,269.00	.0
203-08-3610 INVESTMENT EARNINGS	87,695.79	87,695.79	65,000.00	( 22,695.79)	134.9
203-08-3910 SALE OF ASSETS	1,871.86	1,871.86	1,000.00	( 871.86)	187.2
TOTAL MISCELLANEOUS REVENUE	89,567.65	89,567.65	3,646,269.00	3,556,701.35	2.5
TOTAL FUND REVENUE	2,391,454.64	2,391,454.64	5,836,578.00	3,445,123.36	41.0

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
203-34-5100 WAGES & SALARIES	491,013.51	491,013.51	482,745.00	( 8,268.51)	101.7
203-34-5102 BENEFITS	176,467.24	176,467.24	184,272.00	7,804.76	95.8
203-34-5110 ON-CALL STIPEND	7,800.00	7,800.00	8,600.00	800.00	90.7
203-34-5233 R&M- MACHINERY & EQUIP. PARTS	525.92	525.92	3,567.00	3,041.08	14.7
203-34-5240 STREET PAINT, SIGNS, & PARTS	15,467.56	15,467.56	40,000.00	24,532.44	38.7
203-34-5241 SHOP SUPPLIES	570.30	570.30	.00	( 570.30)	.0
203-34-5341 ELECTRICITY FOR STREET LIGHTS	205,619.57	205,619.57	210,000.00	4,380.43	97.9
203-34-5342 WATER	693.33	693.33	15,000.00	14,306.67	4.6
203-34-5344 NATURAL GAS	5,836.18	5,836.18	.00	( 5,836.18)	.0
203-34-5370 SAFETY WORKWEAR & EQUIPMENT	2,073.62	2,073.62	5,000.00	2,926.38	41.5
203-34-5397 WEED CONTROL	756.26	756.26	6,000.00	5,243.74	12.6
203-34-5422 SMALL TOOLS	2,654.59	2,654.59	9,000.00	6,345.41	29.5
203-34-5424 STREET CONSTRUCTION MATERIAL	9,688.84	9,688.84	10,000.00	311.16	96.9
203-34-5426 WEATHER RESPONSE MANAGEMENT	1,029.49	1,029.49	8,000.00	6,970.51	12.9
203-34-5427 SNOW MANAGEMENT MATERIALS	15,442.33	15,442.33	30,000.00	14,557.67	51.5
203-34-5428 STREET MAINTENANCE	2,483.87	2,483.87	35,000.00	32,516.13	7.1
203-34-5458 R&M LANDSCAPE	4,875.00	4,875.00	5,000.00	125.00	97.5
203-34-5533 EQUIPMENT RENTAL	2,185.26	2,185.26	3,000.00	814.74	72.8
203-34-5941 SAFETY & FIRST AID KITS	2,685.08	2,685.08	4,900.00	2,214.92	54.8
<b>TOTAL OPERATING</b>	<b>947,867.95</b>	<b>947,867.95</b>	<b>1,060,084.00</b>	<b>112,216.05</b>	<b>89.4</b>
<u>TRANSFERS - OUT</u>					
203-56-5000 TRANSFER TO GENERAL FUND	434,774.00	434,774.00	455,501.00	20,727.00	95.5
203-56-5001 TRANSFER TO CAPITAL PROJECTS F	.00	.00	5,509,000.00	5,509,000.00	.0
<b>TOTAL TRANSFERS - OUT</b>	<b>434,774.00</b>	<b>434,774.00</b>	<b>5,964,501.00</b>	<b>5,529,727.00</b>	<b>7.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>1,382,641.95</b>	<b>1,382,641.95</b>	<b>7,024,585.00</b>	<b>5,641,943.05</b>	<b>19.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>1,008,812.69</b>	<b>1,008,812.69</b>	<b>( 1,188,007.00)</b>	<b>( 2,196,819.69)</b>	<b>84.9</b>

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTED CAPITAL</u>					
204-02-3444	BP RAW WATER FEE	1,062,838.00	1,062,838.00	3,350,000.00	2,287,162.00 31.7
204-02-3446	TAP FEES	385,480.00	385,480.00	1,242,734.00	857,254.00 31.0
	<b>TOTAL CONTRIBUTED CAPITAL</b>	<b>1,448,318.00</b>	<b>1,448,318.00</b>	<b>4,592,734.00</b>	<b>3,144,416.00 31.5</b>
<u>OPERATING REVENUE</u>					
204-03-3441	WATER SALES	4,928,018.59	4,928,018.59	5,465,968.00	537,949.41 90.2
204-03-3442	MUNICIPAL UTILITIES FEES	93,162.81	93,162.81	51,800.00	( 41,362.81) 179.9
204-03-3443	HYDRANT WATER SALES	22,069.84	22,069.84	.00	( 22,069.84) .0
204-03-3445	RAW WATER LEASES	1,938.00	1,938.00	10,000.00	8,062.00 19.4
204-03-3447	BULK WATER SALES	55,813.63	55,813.63	25,000.00	( 30,813.63) 223.3
204-03-3448	WATER METER FEE	750.00	750.00	.00	( 750.00) .0
	<b>TOTAL OPERATING REVENUE</b>	<b>5,101,752.87</b>	<b>5,101,752.87</b>	<b>5,552,768.00</b>	<b>451,015.13 91.9</b>
<u>NON-OPERATING REVENUE</u>					
204-04-3610	INVESTMENT EARNINGS	240,727.47	240,727.47	178,078.00	( 62,649.47) 135.2
204-04-3650	LOAN PROCEEDS	10,000.00	10,000.00	.00	( 10,000.00) .0
204-04-3690	MISCELLANEOUS REVENUE	9,165.54	9,165.54	.00	( 9,165.54) .0
204-04-3910	SALE OF ASSETS	782.00	782.00	1,000.00	218.00 78.2
	<b>TOTAL NON-OPERATING REVENUE</b>	<b>260,675.01</b>	<b>260,675.01</b>	<b>179,078.00</b>	<b>( 81,597.01) 145.6</b>
<u>OTHER FINANCING SOURCES</u>					
204-05-3420	LAND USE FEES	2,440.47	2,440.47	.00	( 2,440.47) .0
	<b>TOTAL OTHER FINANCING SOURCES</b>	<b>2,440.47</b>	<b>2,440.47</b>	<b>.00</b>	<b>( 2,440.47) .0</b>
<hr/>					
204-09-3380	TRANS IN FROM GENERAL FUND	690,000.00	690,000.00	690,000.00	.00 100.0
	<b>TOTAL SOURCE 09</b>	<b>690,000.00</b>	<b>690,000.00</b>	<b>690,000.00</b>	<b>.00 100.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>7,503,186.35</b>	<b>7,503,186.35</b>	<b>11,014,580.00</b>	<b>3,511,393.65 68.1</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
204-34-5100	475,385.03	475,385.03	542,834.00	67,448.97	87.6
204-34-5102	176,230.39	176,230.39	209,984.00	33,753.61	83.9
204-34-5110	11,150.00	11,150.00	11,800.00	650.00	94.5
204-34-5221	219,121.13	219,121.13	300,000.00	80,878.87	73.0
204-34-5227	48,000.06	48,000.06	50,000.00	1,999.94	96.0
204-34-5229	2,270.70	2,270.70	3,000.00	729.30	75.7
204-34-5231	6,350.60	6,350.60	10,500.00	4,149.40	60.5
204-34-5233	12,494.55	12,494.55	18,963.00	6,468.45	65.9
204-34-5241	1,081.33	1,081.33	2,500.00	1,418.67	43.3
204-34-5321	33,048.04	33,048.04	25,000.00	( 8,048.04)	132.2
204-34-5334	29,065.05	29,065.05	90,000.00	60,934.95	32.3
204-34-5339	40,404.36	40,404.36	32,500.00	( 7,904.36)	124.3
204-34-5341	135,423.83	135,423.83	120,000.00	( 15,423.83)	112.9
204-34-5345	802.91	802.91	925.00	122.09	86.8
204-34-5352	22,344.00	22,344.00	35,000.00	12,656.00	63.8
204-34-5353	6,253.39	6,253.39	15,000.00	8,746.61	41.7
204-34-5356	41,227.16	41,227.16	45,000.00	3,772.84	91.6
204-34-5363	9,053.14	9,053.14	7,000.00	( 2,053.14)	129.3
204-34-5370	4,516.97	4,516.97	10,000.00	5,483.03	45.2
204-34-5380	7,260.63	7,260.63	12,000.00	4,739.37	60.5
204-34-5384	2,335.77	2,335.77	2,000.00	( 335.77)	116.8
204-34-5422	4,920.57	4,920.57	7,000.00	2,079.43	70.3
204-34-5423	6,105.46	6,105.46	3,000.00	( 3,105.46)	203.5
204-34-5430	3,507.96	3,507.96	15,000.00	11,492.04	23.4
204-34-5433	82,175.81	82,175.81	70,000.00	( 12,175.81)	117.4
204-34-5434	47,121.25	47,121.25	70,000.00	22,878.75	67.3
204-34-5437	14,499.00	14,499.00	50,000.00	35,501.00	29.0
204-34-5440	2,202.00	2,202.00	125,000.00	122,798.00	1.8
204-34-5455	7,262.66	7,262.66	17,000.00	9,737.34	42.7
204-34-5513	.00	.00	5,000.00	5,000.00	.0
204-34-5533	3,533.18	3,533.18	2,500.00	( 1,033.18)	141.3
204-34-5579	20,521.05	20,521.05	25,000.00	4,478.95	82.1
204-34-5593	1,074,260.06	1,074,260.06	2,909,000.00	1,834,739.94	36.9
204-34-5597	16,783.00	16,783.00	20,000.00	3,217.00	83.9
204-34-5903	13,320.00	13,320.00	16,000.00	2,680.00	83.3
204-34-5941	2,362.09	2,362.09	3,250.00	887.91	72.7
204-34-5969	25,186.28	25,186.28	25,000.00	( 186.28)	100.8
<b>TOTAL OPERATING</b>	<b>2,607,579.41</b>	<b>2,607,579.41</b>	<b>4,906,756.00</b>	<b>2,299,176.59</b>	<b>53.1</b>
<u>TRANSFER</u>					
204-56-5000	448,394.00	448,394.00	527,394.00	79,000.00	85.0
204-56-5001	.00	.00	4,070,000.00	4,070,000.00	.0
<b>TOTAL TRANSFER</b>	<b>448,394.00</b>	<b>448,394.00</b>	<b>4,597,394.00</b>	<b>4,149,000.00</b>	<b>9.8</b>

TOWN OF WELLINGTON  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
204-90-5630 D19AX116 LOAN PRINCIPAL (WTP)	1,109,550.00	1,109,550.00	1,109,550.00	.00	100.0
204-90-5631 D19AX116 LOAN INTEREST (WTP)	352,466.24	352,466.24	352,466.00	( .24)	100.0
TOTAL DEBT SERVICE	1,462,016.24	1,462,016.24	1,462,016.00	( .24)	100.0
TOTAL FUND EXPENDITURES	4,517,989.65	4,517,989.65	10,966,166.00	6,448,176.35	41.2
NET REVENUE OVER EXPENDITURES	2,985,196.70	2,985,196.70	48,414.00	( 2,936,782.70)	6166.0

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTED CAPITAL</u>					
205-02-3350	DEVELOPER SEWER FEE ESCROW	20,601.00	20,601.00	30,520.00	9,919.00 67.5
205-02-3446	TAP FEES	339,342.00	339,342.00	1,129,400.00	790,058.00 30.1
	TOTAL CONTRIBUTED CAPITAL	359,943.00	359,943.00	1,159,920.00	799,977.00 31.0
<u>OPERATING REVENUE</u>					
205-03-3445	SEWER USER FEES	2,580,752.42	2,580,752.42	2,395,711.00	( 185,041.42) 107.7
	TOTAL OPERATING REVENUE	2,580,752.42	2,580,752.42	2,395,711.00	( 185,041.42) 107.7
<u>NON-OPERATING REVENUE</u>					
205-04-3610	INVESTMENT EARNINGS	214,205.62	214,205.62	250,000.00	35,794.38 85.7
205-04-3650	BOND/LOAN PROCEEDS	9,519,161.91	9,519,161.91	1,130,005.00	( 8,389,156.91) 842.4
205-04-3675	INTERGOVERNMENTAL GRANTS/LOANS	.00	.00	137,500.00	137,500.00 .0
205-04-3910	SALE OF ASSETS	215.00	215.00	.00	( 215.00) .0
	TOTAL NON-OPERATING REVENUE	9,733,582.53	9,733,582.53	1,517,505.00	( 8,216,077.53) 641.4
<u>SOURCE 05</u>					
205-05-3420	LAND USE FEES	8,541.64	8,541.64	.00	( 8,541.64) .0
	TOTAL SOURCE 05	8,541.64	8,541.64	.00	( 8,541.64) .0
<u>SOURCE 09</u>					
205-09-3380	TRANS IN FROM GENERAL FUND	330,000.00	330,000.00	380,000.00	50,000.00 86.8
	TOTAL SOURCE 09	330,000.00	330,000.00	380,000.00	50,000.00 86.8
	TOTAL FUND REVENUE	13,012,819.59	13,012,819.59	5,453,136.00	( 7,559,683.59) 238.6

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
205-34-5100	WAGES & SALARIES	540,253.56	540,253.56	503,809.00 ( 36,444.56)	107.2
205-34-5102	BENEFITS	194,068.96	194,068.96	176,201.00 ( 17,867.96)	110.1
205-34-5110	ON-CALL STIPEND	12,650.00	12,650.00	11,800.00 ( 850.00)	107.2
205-34-5221	CHEMICALS	35,237.45	35,237.45	35,000.00 ( 237.45)	100.7
205-34-5228	PERMIT AND PROGRAM FEES	3,464.06	3,464.06	5,000.00 1,535.94	69.3
205-34-5231	FUEL, OIL & GREASE	6,045.76	6,045.76	10,000.00 3,954.24	60.5
205-34-5233	R&M- MACHINERY & EQUIP. PARTS	26,527.46	26,527.46	52,118.00 25,590.54	50.9
205-34-5241	SHOP SUPPLIES	714.64	714.64	1,500.00 785.36	47.6
205-34-5321	UTILITY BILLING PRINTING	22,958.29	22,958.29	18,000.00 ( 4,958.29)	127.6
205-34-5339	ON-LINE UTILITY BILL PAY FEES	28,624.95	28,624.95	22,500.00 ( 6,124.95)	127.2
205-34-5341	ELECTRICITY	233,461.27	233,461.27	350,000.00 116,538.73	66.7
205-34-5342	WATER	4,325.76	4,325.76	8,500.00 4,174.24	50.9
205-34-5344	NATURAL GAS	46,900.68	46,900.68	20,000.00 ( 26,900.68)	234.5
205-34-5345	TELEPHONE SERVICE	2,020.14	2,020.14	.00 ( 2,020.14)	.0
205-34-5356	PROFESSIONAL SERVICES	.00	.00	25,000.00 25,000.00	.0
205-34-5363	R&M COMPUTER EQUIPMENT	3,473.51	3,473.51	5,000.00 1,526.49	69.5
205-34-5370	SAFETY WORKWEAR & EQUIPMENT	5,007.73	5,007.73	20,000.00 14,992.27	25.0
205-34-5380	PROFESSIONAL DEVELOPMENT	6,501.99	6,501.99	11,500.00 4,998.01	56.5
205-34-5384	INTERNET SERVICE	4,214.72	4,214.72	6,500.00 2,285.28	64.8
205-34-5422	SMALL TOOLS	1,707.56	1,707.56	10,000.00 8,292.44	17.1
205-34-5423	CONSTRUCTION MATERIAL	.00	.00	3,000.00 3,000.00	.0
205-34-5431	R&M PUMPS	23,533.25	23,533.25	25,000.00 1,466.75	94.1
205-34-5432	R&M SCADA	2,910.00	2,910.00	25,000.00 22,090.00	11.6
205-34-5433	R&M PLANT	58,239.66	58,239.66	50,000.00 ( 8,239.66)	116.5
205-34-5434	R&M COLLECTIONS	7,674.33	7,674.33	15,000.00 7,325.67	51.2
205-34-5440	SLUDGE DISPOSAL	44,792.00	44,792.00	50,000.00 5,208.00	89.6
205-34-5455	LAB SUPPLIES	6,061.06	6,061.06	12,000.00 5,938.94	50.5
205-34-5512	INSURANCE-PROPERTY RELATED	.00	.00	5,870.00 5,870.00	.0
205-34-5513	INSURANCE DEDUCTIBLE	.00	.00	5,000.00 5,000.00	.0
205-34-5533	EQUIPMENT RENTAL	.00	.00	2,500.00 2,500.00	.0
205-34-5554	SEWER TESTING	50,065.00	50,065.00	45,000.00 ( 5,065.00)	111.3
205-34-5579	SOFTWARE SUBSCRIPTIONS & SUPP.	33,394.47	33,394.47	45,000.00 11,605.53	74.2
205-34-5941	SAFETY & FIRST AID KITS	4,971.71	4,971.71	3,000.00 ( 1,971.71)	165.7
205-34-5969	LAB EQUIPMENT	997.13	997.13	7,000.00 6,002.87	14.2
	TOTAL OPERATING	1,410,797.10	1,410,797.10	1,585,798.00 175,000.90	89.0
<u>TRANSFERS - OUT</u>					
205-56-5000	TRANSFER TO GENERAL FUND	422,243.00	422,243.00	527,394.00 105,151.00	80.1
205-56-5001	TRANSFER TO CAPITAL PROJECTS F	.00	.00	2,177,500.00 2,177,500.00	.0
	TOTAL TRANSFERS - OUT	422,243.00	422,243.00	2,704,894.00 2,282,651.00	15.6

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
205-90-5618 W22AX116 LOAN PRINCIPAL (WRF)	968,724.00	968,724.00	968,724.00	.00	100.0
205-90-5619 W22AX116 LOAN INTEREST (WRF)	1,374,980.04	1,374,980.04	1,374,980.00	( .04)	100.0
205-90-5621 W22F467 LOAN PRINCIPAL (WRF)	83,192.17	83,192.17	83,192.00	( .17)	100.0
205-90-5622 W22F467 LOAN INTEREST (WRF)	42,752.55	42,752.55	42,753.00	.45	100.0
TOTAL DEBT SERVICE	2,469,648.76	2,469,648.76	2,469,649.00	.24	100.0
TOTAL FUND EXPENDITURES	4,302,688.86	4,302,688.86	6,760,341.00	2,457,652.14	63.7
NET REVENUE OVER EXPENDITURES	8,710,130.73	8,710,130.73	( 1,307,205.00)	( 10,017,335.73)	666.3

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTED CAPITAL</u>						
207-02-3451	TOW STRM DRN BP IMPACT	21,760.16	21,760.16	43,200.00	21,439.84	50.4
207-02-3453	AUTH STORM DRN BP IMPACT	33,440.33	33,440.33	47,520.00	14,079.67	70.4
	<b>TOTAL CONTRIBUTED CAPITAL</b>	<b>55,200.49</b>	<b>55,200.49</b>	<b>90,720.00</b>	<b>35,519.51</b>	<b>60.9</b>
<u>OPERATING REVENUE</u>						
207-03-3449	TOW STORM DRAIN UTILITY FEES	279,441.71	279,441.71	273,138.00	( 6,303.71)	102.3
207-03-3452	AUTH STORM DRAIN UTILITY FEES	427,436.58	427,436.58	413,779.00	( 13,657.58)	103.3
	<b>TOTAL OPERATING REVENUE</b>	<b>706,878.29</b>	<b>706,878.29</b>	<b>686,917.00</b>	<b>( 19,961.29)</b>	<b>102.9</b>
<u>FEES FOR SERVICE</u>						
207-05-3420	LAND USE FEES	8,541.64	8,541.64	.00	( 8,541.64)	.0
	<b>TOTAL FEES FOR SERVICE</b>	<b>8,541.64</b>	<b>8,541.64</b>	<b>.00</b>	<b>( 8,541.64)</b>	<b>.0</b>
<u>MISCELLANEOUS REVENUE</u>						
207-08-3364	GRANT	.00	.00	888,817.00	888,817.00	.0
207-08-3610	INVESTMENT EARNINGS	47,949.63	47,949.63	35,000.00	( 12,949.63)	137.0
207-08-3690	MISCELLANEOUS REVENUE	100.00	100.00	.00	( 100.00)	.0
	<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>48,049.63</b>	<b>48,049.63</b>	<b>923,817.00</b>	<b>875,767.37</b>	<b>5.2</b>
	<b>TOTAL FUND REVENUE</b>	<b>818,670.05</b>	<b>818,670.05</b>	<b>1,701,454.00</b>	<b>882,783.95</b>	<b>48.1</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
207-34-5231 FUEL, OIL & GREASE	2,321.24	2,321.24	2,600.00	278.76	89.3
207-34-5321 UTILITY BILLING PRINTING	8,290.49	8,290.49	6,500.00	( 1,790.49)	127.6
207-34-5339 ON-LINE UTILITY BILL PAY-FEE	10,340.63	10,340.63	8,000.00	( 2,340.63)	129.3
207-34-5341 ELECTRICITY	623.52	623.52	600.00	( 23.52)	103.9
207-34-5356 PROFESSIONAL SERVICES	.00	.00	20,000.00	20,000.00	.0
207-34-5459 R&M DRAINAGE FACILITIES	13,125.23	13,125.23	30,000.00	16,874.77	43.8
207-34-5522 AUTHORITY UTILITIES PAYMENTS	421,416.61	421,416.61	413,779.00	( 7,637.61)	101.9
207-34-5524 AUTHORITY IMPACT FEES	18,040.00	18,040.00	47,520.00	29,480.00	38.0
207-34-5533 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL OPERATING</b>	<b>474,157.72</b>	<b>474,157.72</b>	<b>529,999.00</b>	<b>55,841.28</b>	<b>89.5</b>
<u>TRANSFERS - OUT</u>					
207-56-5000 TRANSFER TO GENERAL FUND	122,846.00	122,846.00	177,352.00	54,506.00	69.3
207-56-5001 TRANSFER TO CAPITAL PROJECTS F	.00	.00	1,158,534.00	1,158,534.00	.0
<b>TOTAL TRANSFERS - OUT</b>	<b>122,846.00</b>	<b>122,846.00</b>	<b>1,335,886.00</b>	<b>1,213,040.00</b>	<b>9.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>597,003.72</b>	<b>597,003.72</b>	<b>1,865,885.00</b>	<b>1,268,881.28</b>	<b>32.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>221,666.33</b>	<b>221,666.33</b>	<b>( 164,431.00)</b>	<b>( 386,097.33)</b>	<b>134.8</b>

TOWN OF WELLINGTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
209-08-3610 INVESTMENT EARNINGS	33,907.92	33,907.92	51,500.00	17,592.08	65.8
209-08-3701 LOTTERY RECEIPTS	508,828.33	508,828.33	.00	( 508,828.33)	.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>542,736.25</b>	<b>542,736.25</b>	<b>51,500.00</b>	<b>( 491,236.25)</b>	<b>1053.9</b>
<b>TOTAL FUND REVENUE</b>	<b>542,736.25</b>	<b>542,736.25</b>	<b>51,500.00</b>	<b>( 491,236.25)</b>	<b>1053.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>542,736.25</b>	<b>542,736.25</b>	<b>51,500.00</b>	<b>( 491,236.25)</b>	<b>1053.9</b>

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAX REVENUE</u>					
210-01-3130 SALES TAX	667,290.72	667,290.72	594,721.00	( 72,569.72)	112.2
210-01-3140 USE TAX BUILDING MATERIALS	23,368.87	23,368.87	136,000.00	112,631.13	17.2
210-01-3315 MOTOR VEHICLE USE TAX	144,605.18	144,605.18	181,963.00	37,357.82	79.5
210-01-3700 OPEN SPACE SALES TAX	440,841.49	440,841.49	413,948.00	( 26,893.49)	106.5
<b>TOTAL TAX REVENUE</b>	<b>1,276,106.26</b>	<b>1,276,106.26</b>	<b>1,326,632.00</b>	<b>50,525.74</b>	<b>96.2</b>
<u>BUILDING PERMITS</u>					
210-02-3381 TRAIL IMPACT FEE	12,600.00	12,600.00	48,600.00	36,000.00	25.9
210-02-3620 BP PARK IMPACT FEE	28,000.00	28,000.00	108,000.00	80,000.00	25.9
<b>TOTAL BUILDING PERMITS</b>	<b>40,600.00</b>	<b>40,600.00</b>	<b>156,600.00</b>	<b>116,000.00</b>	<b>25.9</b>
<u>RECREATION PROGRAM FEES</u>					
210-05-3174 FIELD RENTALS	10,250.00	10,250.00	.00	( 10,250.00)	.0
210-05-3175 RECREATION FEES	130,576.32	130,576.32	108,600.00	( 21,976.32)	120.2
210-05-3177 BATTING CAGES FEES/SALES	2,900.00	2,900.00	.00	( 2,900.00)	.0
210-05-3178 CARD PROCESSING FEE RECOVERY	2,258.39	2,258.39	.00	( 2,258.39)	.0
<b>TOTAL RECREATION PROGRAM FEES</b>	<b>145,984.71</b>	<b>145,984.71</b>	<b>108,600.00</b>	<b>( 37,384.71)</b>	<b>134.4</b>
<u>MISCELLANEOUS REVENUE</u>					
210-08-3190 WCP VETERANS MEMORIAL PLAZA	2,111.00	2,111.00	.00	( 2,111.00)	.0
210-08-3505 MISC. GRANTS / CONTRIBUTIONS	40,215.00	40,215.00	.00	( 40,215.00)	.0
210-08-3610 INVESTMENT EARNINGS	126,084.63	126,084.63	95,000.00	( 31,084.63)	132.7
210-08-3690 MISCELLANEOUS REVENUE	5,000.00	5,000.00	.00	( 5,000.00)	.0
210-08-3910 SALE OF ASSETS	2,433.00	2,433.00	.00	( 2,433.00)	.0
210-08-3913 PARKS & REC SPONSORSHIPS	1,450.00	1,450.00	.00	( 1,450.00)	.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>177,293.63</b>	<b>177,293.63</b>	<b>95,000.00</b>	<b>( 82,293.63)</b>	<b>186.6</b>
<b>TOTAL FUND REVENUE</b>	<b>1,639,984.60</b>	<b>1,639,984.60</b>	<b>1,686,832.00</b>	<b>46,847.40</b>	<b>97.2</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
210-34-5100	WAGES & SALARIES	289,156.62	289,156.62	277,156.00 (	12,000.62) 104.3
210-34-5101	SEASONALS - PARKS & REC	4,268.65	4,268.65	33,000.00	28,731.35 12.9
210-34-5102	BENEFITS	113,634.32	113,634.32	100,690.00 (	12,944.32) 112.9
210-34-5110	ON-CALL STIPEND	5,600.00	5,600.00	5,200.00 (	400.00) 107.7
210-34-5111	VANDALISM	6,310.24	6,310.24	1,000.00 (	5,310.24) 631.0
210-34-5112	HORTICULTURE	1,498.87	1,498.87	3,000.00	1,501.13 50.0
210-34-5221	POND CHEMICALS	2,997.51	2,997.51	3,000.00	2.49 99.9
210-34-5231	FUEL, OIL & GREASE	14,346.23	14,346.23	9,000.00 (	5,346.23) 159.4
210-34-5233	R&M- MACHINERY & EQUIP. PARTS	21,980.75	21,980.75	23,813.00	1,832.25 92.3
210-34-5237	IRRIG. SYS. SUPPLIES/REPAIRS	36,226.62	36,226.62	38,000.00	1,773.38 95.3
210-34-5239	WELLS & WELL HOUSES	10,005.53	10,005.53	8,000.00 (	2,005.53) 125.1
210-34-5241	SHOP SUPPLIES	1,231.61	1,231.61	2,100.00	868.39 58.7
210-34-5252	TREE REPLACEMENT & TRIMMING	15,690.00	15,690.00	30,000.00	14,310.00 52.3
210-34-5253	TREE SPRAYING	4,899.00	4,899.00	20,000.00	15,101.00 24.5
210-34-5254	R&M PARKS & PLAYGROUND	30,932.31	30,932.31	32,000.00	1,067.69 96.7
210-34-5256	SPLASH PAD CHEMICALS	1,762.11	1,762.11	1,100.00 (	662.11) 160.2
210-34-5341	IRRIGATION ELECTRICITY	7,306.45	7,306.45	4,500.00 (	2,806.45) 162.4
210-34-5342	WATER	25,959.73	25,959.73	50,000.00	24,040.27 51.9
210-34-5343	SEWER	1,699.98	1,699.98	1,000.00 (	699.98) 170.0
210-34-5344	NATURAL GAS	3,825.16	3,825.16	1,000.00 (	2,825.16) 382.5
210-34-5346	STORM DRAINAGE	3,489.96	3,489.96	1,250.00 (	2,239.96) 279.2
210-34-5356	PROFESSIONAL SERVICES	1,884.93	1,884.93	2,000.00	115.07 94.3
210-34-5365	TOILET RENTAL	27,085.93	27,085.93	27,730.00	644.07 97.7
210-34-5366	SERVICES - PARKS & LAWN CARE	61,724.00	61,724.00	70,000.00	8,276.00 88.2
210-34-5370	SAFETY WORKWEAR & EQUIPMENT	1,120.86	1,120.86	1,200.00	79.14 93.4
210-34-5372	UNIFORMS	1,928.65	1,928.65	2,500.00	571.35 77.2
210-34-5380	PROFESSIONAL DEVELOPMENT	4,746.84	4,746.84	5,000.00	253.16 94.9
210-34-5397	WEED CONTROL	327.30	327.30	250.00 (	77.30) 130.9
210-34-5422	SMALL TOOLS	10,250.55	10,250.55	10,000.00 (	250.55) 102.5
210-34-5423	SAND, GRAVEL, MULCH, SEED	6,564.58	6,564.58	10,000.00	3,435.42 65.7
210-34-5512	INSURANCE-PROPERTY RELATED	.00	.00	20,028.00	20,028.00 .0
210-34-5513	INSURANCE DEDUCTIBLE	5,000.00	5,000.00	5,000.00	.00 100.0
210-34-5533	EQUIPMENT RENTAL	1,403.80	1,403.80	3,000.00	1,596.20 46.8
210-34-5941	SAFETY & FIRST AID KITS	1,846.39	1,846.39	4,000.00	2,153.61 46.2
210-34-5942	MINOR PARK IMPROVEMENTS	56,654.32	56,654.32	65,000.00	8,345.68 87.2
	TOTAL OPERATING	783,359.80	783,359.80	870,517.00	87,157.20 90.0

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
210-51-5100	278,424.31	278,424.31	275,846.00	( 2,578.31)	100.9
210-51-5101	73,328.23	73,328.23	85,000.00	11,671.77	86.3
210-51-5102	113,197.77	113,197.77	106,100.00	( 7,097.77)	106.7
210-51-5110	4,800.00	4,800.00	5,200.00	400.00	92.3
210-51-5130	800.00	800.00	800.00	.00	100.0
210-51-5131	640.00	640.00	640.00	.00	100.0
210-51-5132	960.00	960.00	960.00	.00	100.0
210-51-5133	1,800.00	1,800.00	1,800.00	.00	100.0
210-51-5135	4,514.79	4,514.79	5,100.00	585.21	88.5
210-51-5140	2,569.55	2,569.55	3,500.00	930.45	73.4
210-51-5142	1,064.92	1,064.92	1,500.00	435.08	71.0
210-51-5144	6,509.82	6,509.82	7,000.00	490.18	93.0
210-51-5145	7,481.74	7,481.74	3,500.00	( 3,981.74)	213.8
210-51-5146	91.24	91.24	1,025.00	933.76	8.9
210-51-5148	2,149.38	2,149.38	1,500.00	( 649.38)	143.3
210-51-5149	93.12	93.12	500.00	406.88	18.6
210-51-5155	.00	.00	4,000.00	4,000.00	.0
210-51-5156	.00	.00	2,000.00	2,000.00	.0
210-51-5157	.00	.00	800.00	800.00	.0
210-51-5158	.00	.00	500.00	500.00	.0
210-51-5161	202.14	202.14	500.00	297.86	40.4
210-51-5162	4,681.05	4,681.05	3,500.00	( 1,181.05)	133.7
210-51-5164	927.70	927.70	1,000.00	72.30	92.8
210-51-5165	6,875.00	6,875.00	8,000.00	1,125.00	85.9
210-51-5166	24,502.00	24,502.00	30,000.00	5,498.00	81.7
210-51-5168	16,981.80	16,981.80	17,000.00	18.20	99.9
210-51-5181	14,329.32	14,329.32	14,000.00	( 329.32)	102.4
210-51-5183	6,603.08	6,603.08	11,000.00	4,396.92	60.0
210-51-5185	22,063.03	22,063.03	15,500.00	( 6,563.03)	142.3
210-51-5186	6,385.60	6,385.60	10,000.00	3,614.40	63.9
210-51-5190	296.20	296.20	500.00	203.80	59.2
210-51-5223	1,728.64	1,728.64	2,000.00	271.36	86.4
210-51-5335	1,151.40	1,151.40	2,590.00	1,438.60	44.5
210-51-5372	970.79	970.79	2,750.00	1,779.21	35.3
210-51-5380	4,824.72	4,824.72	5,000.00	175.28	96.5
210-51-5392	9,678.00	9,678.00	12,000.00	2,322.00	80.7
210-51-5401	7,028.75	7,028.75	10,000.00	2,971.25	70.3
210-51-5513	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL RECREATION</b>	<b>627,654.09</b>	<b>627,654.09</b>	<b>657,611.00</b>	<b>29,956.91</b>	<b>95.4</b>
<u>TRANSFERS - OUT</u>					
210-56-5000	237,087.00	237,087.00	258,796.00	21,709.00	91.6
210-56-5001	.00	.00	260,000.00	260,000.00	.0
<b>TOTAL TRANSFERS - OUT</b>	<b>237,087.00</b>	<b>237,087.00</b>	<b>518,796.00</b>	<b>281,709.00</b>	<b>45.7</b>

TOWN OF WELLINGTON  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>						
210-90-5630	WCP - PRINCIPAL	244,173.20	244,173.20	253,000.00	8,826.80	96.5
210-90-5632	WCP - INTEREST	2,868.13	2,868.13	16,500.00	13,631.87	17.4
TOTAL DEBT SERVICE		<u>247,041.33</u>	<u>247,041.33</u>	<u>269,500.00</u>	<u>22,458.67</u>	<u>91.7</u>
TOTAL FUND EXPENDITURES		<u>1,895,142.22</u>	<u>1,895,142.22</u>	<u>2,316,424.00</u>	<u>421,281.78</u>	<u>81.8</u>
NET REVENUE OVER EXPENDITURES		<u>( 255,157.62)</u>	<u>( 255,157.62)</u>	<u>( 629,592.00)</u>	<u>( 374,434.38)</u>	<u>( 40.5)</u>

TOWN OF WELLINGTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
211-09-3380 TRANS IN FROM GENERAL FUND	.00	.00	207,500.00	207,500.00	.0
211-09-3694 TRANS IN FROM STREET FUND	.00	.00	5,509,000.00	5,509,000.00	.0
211-09-3695 TRANS IN FROM WATER FUND	.00	.00	4,070,000.00	4,070,000.00	.0
211-09-3696 TRANS IN FROM SEWER FUND	.00	.00	2,177,500.00	2,177,500.00	.0
211-09-3697 TRANS IN FROM DRAINAGE FUND	.00	.00	1,158,534.00	1,158,534.00	.0
211-09-3698 TRANS IN FROM PARK FUND	.00	.00	260,000.00	260,000.00	.0
<b>TOTAL SOURCE 09</b>	<b>.00</b>	<b>.00</b>	<b>13,382,534.00</b>	<b>13,382,534.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>13,382,534.00</b>	<b>13,382,534.00</b>	<b>.0</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL EXPENDITURES</u>					
211-80-4007	149,500.00	149,500.00	150,000.00	500.00	99.7
211-80-4009	11,250.00	11,250.00	65,000.00	53,750.00	17.3
211-80-4010	955.50	955.50	.00	( 955.50)	.0
211-80-4014	.00	.00	30,000.00	30,000.00	.0
211-80-4019	69,477.94	69,477.94	125,000.00	55,522.06	55.6
211-80-4022	21,036.64	21,036.64	20,000.00	( 1,036.64)	105.2
211-80-4039	.00	.00	30,000.00	30,000.00	.0
211-80-4042	25,649.00	25,649.00	175,000.00	149,351.00	14.7
211-80-4054	.00	.00	75,000.00	75,000.00	.0
211-80-4061	293,716.00	293,716.00	255,000.00	( 38,716.00)	115.2
211-80-4065	93,534.00	93,534.00	93,534.00	.00	100.0
211-80-4068	10,000.00	10,000.00	10,000.00	.00	100.0
211-80-4083	3,852,549.76	3,852,549.76	1,600,000.00	( 2,252,549.76)	240.8
211-80-4089	.00	.00	137,500.00	137,500.00	.0
211-80-5001	74,415.23	74,415.23	75,000.00	584.77	99.2
211-80-5013	.00	.00	990,000.00	990,000.00	.0
211-80-5022	393,470.58	393,470.58	268,914.00	( 124,556.58)	146.3
211-80-5023	.00	.00	324,086.00	324,086.00	.0
211-80-5024	43,175.48	43,175.48	160,000.00	116,824.52	27.0
211-80-5028	.00	.00	1,000,000.00	1,000,000.00	.0
211-80-5032	.00	.00	50,000.00	50,000.00	.0
211-80-5035	60,564.85	60,564.85	92,655.00	32,090.15	65.4
211-80-5036	250,450.00	250,450.00	2,500,000.00	2,249,550.00	10.0
211-80-5041	.00	.00	40,000.00	40,000.00	.0
211-80-5044	117,263.00	117,263.00	150,000.00	32,737.00	78.2
211-80-5050	69,308.20	69,308.20	85,000.00	15,691.80	81.5
211-80-5051	30,000.00	30,000.00	30,000.00	.00	100.0
211-80-5052	5,209.72	5,209.72	10,000.00	4,790.28	52.1
211-80-5053	6,070.00	6,070.00	6,930.00	860.00	87.6
211-80-5059	25,332.83	25,332.83	27,500.00	2,167.17	92.1
211-80-5060	.00	.00	60,000.00	60,000.00	.0
211-80-5061	15,417.04	15,417.04	16,000.00	582.96	96.4
211-80-5062	.00	.00	4,000,000.00	4,000,000.00	.0
211-80-5063	.00	.00	400,000.00	400,000.00	.0
211-80-5064	9,461.00	9,461.00	65,000.00	55,539.00	14.6
211-80-5065	65,973.90	65,973.90	200,000.00	134,026.10	33.0
211-80-5066	34,758.03	34,758.03	35,000.00	241.97	99.3
211-80-5067	34,758.03	34,758.03	35,000.00	241.97	99.3
211-80-5068	34,758.05	34,758.05	35,000.00	241.95	99.3
211-80-5069	32,944.50	32,944.50	120,000.00	87,055.50	27.5
TOTAL CAPITAL EXPENDITURES	5,830,999.28	5,830,999.28	13,542,119.00	7,711,119.72	43.1
TOTAL FUND EXPENDITURES	5,830,999.28	5,830,999.28	13,542,119.00	7,711,119.72	43.1
NET REVENUE OVER EXPENDITURES	( 5,830,999.28)	( 5,830,999.28)	( 159,585.00)	5,671,414.28	(3653.

TOWN OF WELLINGTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

LIBRARY TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING PERMITS</u>					
255-02-3372 LIBRARY IMPACT FEES	7,000.00	7,000.00	27,000.00	20,000.00	25.9
TOTAL BUILDING PERMITS	7,000.00	7,000.00	27,000.00	20,000.00	25.9
<u>MISCELLANEOUS REVENUE</u>					
255-08-3355 INVESTMENT EARNINGS - LIBRARY	21,224.42	21,224.42	.00	( 21,224.42)	.0
TOTAL MISCELLANEOUS REVENUE	21,224.42	21,224.42	.00	( 21,224.42)	.0
TOTAL FUND REVENUE	28,224.42	28,224.42	27,000.00	( 1,224.42)	104.5
NET REVENUE OVER EXPENDITURES	28,224.42	28,224.42	27,000.00	( 1,224.42)	104.5

# 2025 End of Year Treasurer's Report Presentation

Nic Redavid, Finance Director | Town Treasurer



## Overview

- Finance Department Update
- 2025 End of Year (2025EOY) Treasurer's Report
  - Operating Revenue & Expenditures Compared to 2025 Budget
  - 2023 – 2025 Sales Tax Trends
  - Summary
- Questions

**NOTE:** Governmental accounting standards allow for prior period adjustments to ensure that financial statements present a true and fair view of the entity's financial position and performance. Treasurer's Reports are not audited financial statements. Modified accrual basis of accounting records expenditures when the liability for payment is incurred, regardless of when the payment is made. The 2025EOY Treasurer's Report was generated 2026-03-02 and includes all invoices through 2025 period 13, including invoices for previous 2025 periods which may affect amounts presented in previously generated Treasurer's Reports.



## Finance Department Updates

- **Department Staff:**
  - Nic Redavid, Director
  - Patty Lundy, Controller
  - Flip Barker, Administrative Finance Clerk
  - Karleigh, Utility Billing Coordinator
- **Department Projects & Updates:**
  - Audit of Financial Statements for Fiscal Year 2024
    - Submitted February 9, 2026
    - Confirmation received for transfer of Conservation Trust Funds from Colorado Department of Local Affairs
  - Municipal Utilities Rate and Fees Study
    - Rates and fees adopted February 24, 2026
- **2026 Goals:**
  - General Fund Revenue Forecasting Tool
    - Municipal Advisor 2025Q4-2026Q1
    - Finance Advisory Committee March 2026
    - Implementation – Q2
    - Board presentation and work session in alignment with budget development – Q3
  - Standard Operating Procedures, Forms, Documents
    - Financial Management Policies
      - Effective January 1, 2026
    - Internal procedures for AP, AR, Utility Billing, Purchasing Card Program, and all aspects of department operations
  - AP System Enhancements
    - Invoice and Purchase Order processing, approvals, record retention



## Operating Revenues & Expenditures with Comparison to 2025 Budget

	Operating Revenue (cash basis)			
	Budget YTD (100%)	Actual YTD	Over/(Under) Budget YTD	
General	\$ 6,833,732	\$ 9,349,229	\$ 2,515,497	136.8%
Street	\$ 2,256,309	\$ 2,391,455	\$ 135,146	106.0%
Water	\$ 10,324,580	\$ 6,813,186	\$ (3,511,394)	66.0%
Sewer	\$ 3,805,631	\$ 3,166,658	\$ (638,973)	83.2%
Drainage	\$ 812,637	\$ 818,670	\$ 6,033	100.7%
Park	\$ 1,686,832	\$ 1,639,985	\$ (46,847)	97.2%
<i>2025 Actual YTD as of 2026-03-02 including prior period adjustments</i>				

	Operating Expenditures			
	Budget YTD (100%)	Actual YTD	Over/(Under) Budget YTD	
General	\$ 8,760,746	\$ 7,760,697	\$ (1,000,049)	88.6%
Street	\$ 1,060,084	\$ 947,868	\$ (112,216)	89.4%
Water	\$ 4,906,756	\$ 2,607,579	\$ (2,299,177)	53.1%
Sewer	\$ 1,585,798	\$ 1,410,797	\$ (175,001)	89.0%
Drainage	\$ 529,999	\$ 474,158	\$ (55,841)	89.5%
Park	\$ 1,528,128	\$ 1,411,014	\$ (117,114)	92.3%
<i>2025 Actual YTD as of 2026-03-02 including prior period adjustments</i>				

- **Property Tax revenue:**
  - All funds collected through end of year
    - 2023 Funds: \$182,216
    - 2024 Funds: \$2,249,877
    - 2025 Funds YTD: \$2,206,765 (104.5% of budget)
    - 2025 Budget: \$2,112,290
- **Investment Earnings revenue:**
  - \$1.1 million, 109.2% of budget YTD across all funds
- **Water, Sewer, Park Funds:** impact/tap fee revenue average 31.3% of budget YTD
- **Water Fund:** operating revenue 91.9% of budget YTD
- **Sewer Fund:** operating revenue 107.7% of budget YTD
- Street Fund does not include \$3.6M grant for RMS
- Water Fund does not include loan proceeds or transfers
- Sewer Fund does not include loan proceeds, transfers, or grants
- Drainage Fund does not include \$889K grant for RMS
- **General Fund:** wages and salaries 90.0% of budget YTD across all departments on average
  - Reduced IT budget to offset HUG Program
- **Street Fund:** Snow management \$14,558 under budget; deferred maintenance savings of \$57,048
- **Water Fund:** NPIC payments YTD of \$1.07 million vs. \$2.9 million budget
- **Sewer Fund:** Electricity \$116,539 under budget, first full year with new plant
- **Drainage Fund:** \$20,000 professional services unexpended, \$29,480 under budget on BBRSA Impact Fee Payment due to build permit reduction
- **Park Fund:** Operating \$87,157 and Recreation \$29,957 un under budget
- Debt service and capital projects not included in budget or actual

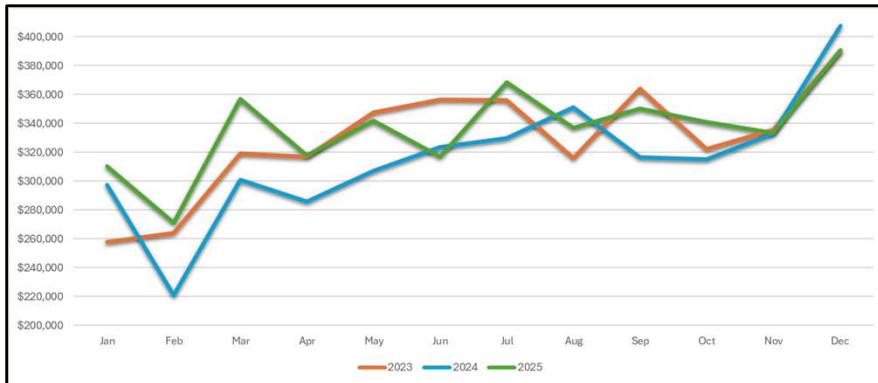
## Operating Revenues: Governmental Funds

	Budget YTD (100%)	Actual YTD	Over/(Under) Budget YTD	
<b>General Fund</b>				
Tax Revenue	\$ 5,566,826	\$ 8,044,567	\$ 2,477,741	144.5%
Building Permits	\$ 553,805	\$ 348,193	\$ (205,612)	62.9%
Franchise Fees	\$ 218,801	\$ 261,981	\$ 43,180	119.7%
Licenses & Permits	\$ 20,000	\$ 42,586	\$ 22,586	212.9%
Other	\$ 398,600	\$ 408,435	\$ 9,835	102.5%
<b>Street Fund</b>				
Tax Revenue	\$ 1,991,709	\$ 2,141,327	\$ 149,618	107.5%
Licenses & Permits	\$ 198,600	\$ 153,238	\$ (45,362)	77.2%
Other	\$ 66,000	\$ 96,889	\$ 30,889	146.8%
<b>Park Fund</b>				
Tax Revenue	\$ 1,326,632	\$ 1,276,106	\$ (50,526)	96.2%
Building Permits	\$ 156,600	\$ 40,600	\$ (116,000)	25.9%
Recreation Program Fees	\$ 108,600	\$ 145,985	\$ 37,385	134.4%
Other	\$ 95,000	\$ 134,968	\$ 39,968	142.1%
<i>2025 Actual YTD as of 2026-03-02 including prior period adjustments; does not include grants</i>				



## 2023 – 2025 Sales Tax Trends

Revenue Pd.	Oct	Nov	Dec	YTD
2023	\$ 322,132.91	\$ 335,515.86	\$ 390,216.78	\$ 3,945,897.76
2024	\$ 315,262.39	\$ 332,861.84	\$ 407,662.45	\$ 3,789,593.25
+ / -	-2.1%	-0.8%	4.5%	-4.0%
2025	\$ 340,810.26	\$ 333,486.07	\$ 390,622.91	\$ 4,035,659.64
+ / -	8.1%	0.2%	-4.2%	6.5%



## Operating Expenditures: Governmental Funds

	Budget YTD (100%)	Actual YTD	Over/(Under) Budget YTD	
<b>General Fund</b>				
Legislative	\$ 266,606	\$ 233,835	\$ (32,771)	87.7%
Judicial	\$ 29,350	\$ 23,631	\$ (5,719)	80.5%
Administration	\$ 905,818	\$ 792,395	\$ (113,423)	87.5%
Finance	\$ 783,027	\$ 776,637	\$ (6,390)	99.2%
Clerk	\$ 329,375	\$ 261,385	\$ (67,990)	79.4%
Human Resources	\$ 370,962	\$ 314,416	\$ (56,546)	84.8%
IT	\$ 469,250	\$ 387,574	\$ (81,676)	82.6%
Building & Planning	\$ 1,239,130	\$ 1,014,959	\$ (224,171)	81.9%
LCSSO	\$ 2,135,717	\$ 2,135,717	\$ 0	100.0%
Public Works Admin	\$ 1,446,548	\$ 1,101,661	\$ (344,887)	76.2%
Cemetery	\$ 17,000	\$ -	\$ (17,000)	0.0%
Facilities	\$ 138,800	\$ 116,923	\$ (21,877)	84.2%
Economic Development	\$ 14,200	\$ 3,202	\$ (10,998)	22.5%
Library	\$ 523,963	\$ 502,911	\$ (21,052)	96.0%
<b>Street Fund</b>				
Operating	\$ 1,060,084	\$ 947,868	\$ (112,216)	89.4%
<b>Park Fund</b>				
Operating	\$ 870,517	\$ 783,360	\$ (87,157)	90.0%
Recreation	\$ 657,611	\$ 627,654	\$ (29,957)	95.4%

Does not include grants, transfers, or debt service



## 2025EOY Budget Performance Summary

	Net Revenue over Expenditures	Debt Service Payments	Net Revenue over Expenditures
	Actual YTD		Total YTD
General	\$ 1,588,532	-	\$ 1,588,532
Street	\$ 1,443,587	-	\$ 1,443,587
Water	\$ 4,205,607	\$ (1,462,016)	\$ 2,743,591
Sewer	\$ 1,755,861	\$ (2,469,649)	\$ (713,788)
Drainage	\$ 344,512	-	\$ 344,512
Park	\$ 228,971	\$ (247,041)	\$ (18,071)
Net Revenue over Expenditures (Operations) YTD			\$ 5,388,363
Capital Project Expenditures YTD			\$ (1,684,734)
Net Revenue over Expenditures (Total) YTD			\$ 3,703,629

- Capital Project Expenditures YTD does not include loan-funded projects
- Debt service payments in Park Fund have been paid in full
- When excluding property tax revenue from previous years (\$2.4M):
  - General Fund net revenue over expenditures would be -\$843,561 (budgeted -\$1,053,276 in reserve spending)
  - Net revenue over expenditures (operations) would be \$2,956,270
  - Net revenue over expenditures (total) would be \$1,271,536

# Questions?

Thank you!

**Nic Redavid**  
Town Treasurer | Finance Director



## Board of Trustees Meeting

**Date:** March 24, 2026  
**Subject:** Cleveland Avenue Improvement Project Presentation

- **Presentation: Bob Gowing, Public Works Director**

### **EXECUTIVE SUMMARY**

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This item consists of a staff presentation on the status and path forward for the Cleveland Avenue Improvement Project.

### **BACKGROUND / DISCUSSION**

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The Cleveland Avenue Improvements Project (Project) is a signature, legacy project intended to update and transform Wellington's downtown main street corridor. With aging street infrastructure, inadequate drainage, limited pedestrian amenities, and accessibility and safety concerns, this project represents a critical investment in the downtown core and the Town as a whole. The project was envisioned with the following goals, which are on-track to be met once construction is complete:

- Improve pedestrian and vehicular safety
- Provide accessibility that meets modern standards
- Replace and improve street and sidewalk lighting
- Expand on-street parking to support downtown businesses
- Construct a new storm drainage system along Cleveland Avenue and 5<sup>th</sup> Street
- Replace and enhance existing landscaping and irrigation systems
- Support the Town's strategic initiative for economic development
- Support the ideals and recommendations of the Town's Safe Routes to School (SRTS) program

In 2023, the Town of Wellington (Town) applied for and obtained several grants through the Colorado Department of Transportation (CDOT) for this project. An Intergovernmental Agreement (IGA) was executed on December 12<sup>th</sup>, 2023, which defines the obligations, terms, and conditions regarding the project and the grants. The total grant award was \$4,444,086, and consists of the following individual grant awards:

- \$1,800,000 - Revitalizing Main Street grant (RMS)
- \$1,349,462 - Multi-Model Opportunity grant (MMOF)
- \$294,624 - Highway Safety Improvement grant (HSIP)
- \$1,000,000 - Federal and State National Highway Performance Program (NHPP)

Upon execution of the IGA, the Town solicited engineering design proposals, and subsequently contracted with JUB Engineers for civil, hydrologic/hydraulic, traffic, geotechnical, and subsurface utility engineering. Surveying, landscape architecture, archeological consulting, environmental consulting, and land acquisition consulting were also included.



The design team has subsequently completed the studies, design, specifications, front-end documents, right-of-way acquisition, and other items required to move towards construction. The design phase is now complete and the Town is currently in the process of procuring construction phase services. The project has been advertised for bid and the bid opening date is March 20, 2026. Once bids are opened, they will be evaluated for compliance with the project requirements, and an apparent low bidder will be identified. The selected construction contract award is planned for presentation to and consideration of the Board of Trustees on April 14<sup>th</sup>, 2026. It is expected that construction will begin in early May 2026.

### **CONNECTION WITH ADOPTED MASTER PLANS**

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This project supports the following Strategic Plan Goals:

- Grow Responsibly - Proactively maintain and improve utilities, streets, and the built environment
- Foster Economic Vitality - Align and develop visions related to economic development
- Cultivate Community Space - Retain, revitalize and invest in meeting and gathering spaces

### **FISCAL IMPLICATIONS**

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N/A - The construction contract award will be brought for the consideration of the Board of Trustees at a later date

### **STAFF RECOMMENDATION**

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N/A

### **MOTION RECOMMENDATION**

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N/A

### **ATTACHMENTS**

1. Cleveland Presentation

# Cleveland Avenue Improvement Project

Presentation  
March 24, 2026



## Project Vision and Goals

The Cleveland Avenue Improvement Project is a signature, legacy project intended to transform our downtown main street corridor. The project's primary goals include:

- Improve pedestrian and vehicular safety
- Provide accessibility that meets modern standards
- Replace and improve street and sidewalk lighting
- Expand on-street parking to support downtown businesses
- Construct a new storm drainage system in Cleveland Avenue and 5<sup>th</sup> Street
- Replace and enhance existing landscaping and irrigation systems
- Support the Town's strategic initiative for economic development
- Support the ideals and recommendations of the Town's Safe Routes to School (SRTS) program.

## Recap of Funding and Past Milestones

- 2023 - The Town successfully secured several federal and state grants administered through the Colorado Department of Transportation (CDOT)
  - \$1,800,000 - Revitalizing Main Street grant (RMS)
  - \$1,349,462 - Multi-Model Opportunity grant (MMOF)
  - \$294,624 - Highway Safety Improvement grant (HSIP)
  - \$1,000,000 - National Highway Performance Program (NHPP)
  - \$4,444,086 - Total
- 12/7/2023 – An Intergovernmental Agreement (IGA) was executed between the Town and CDOT regarding the project and the grants
- 4/9/2024 – The Town awarded a contract to JUB Engineers for engineering, survey, environmental services, landscape architecture and other professional services
- 2/19/2026 – The Town received final CDOT clearances to begin the construction phase
- 2/24/2026 – The project was advertised for bid

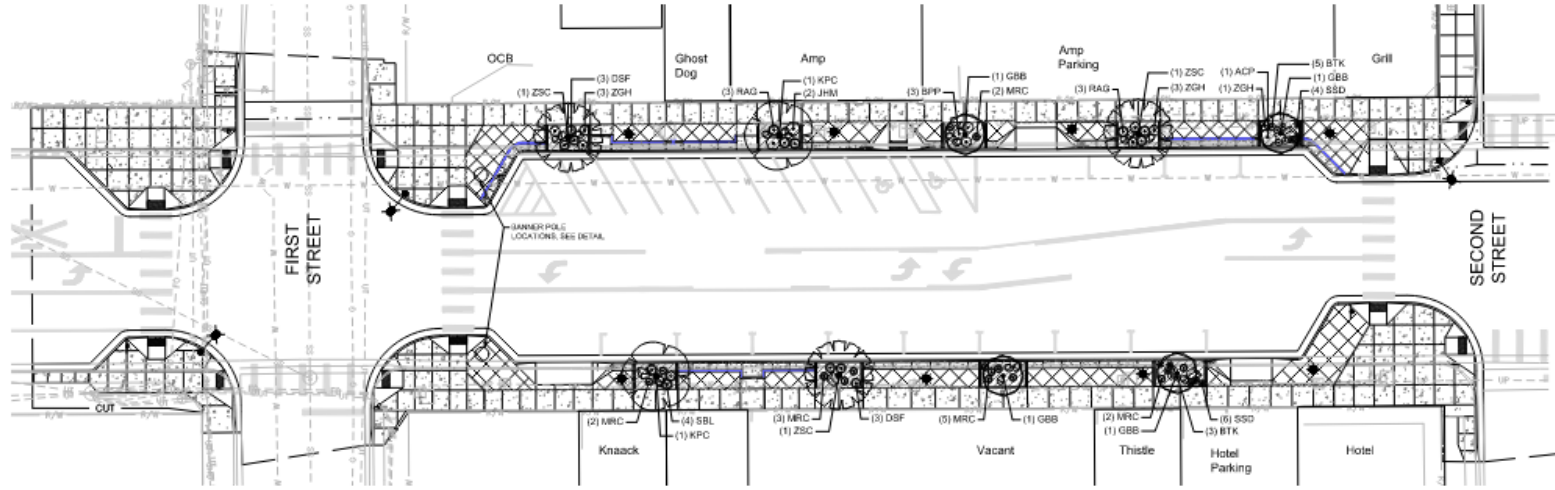
## Summary of Project Benefits

The final design (shown on the next two slides) achieves many of the initial design goals for the Project between 1<sup>st</sup> St. and 5<sup>th</sup> St.

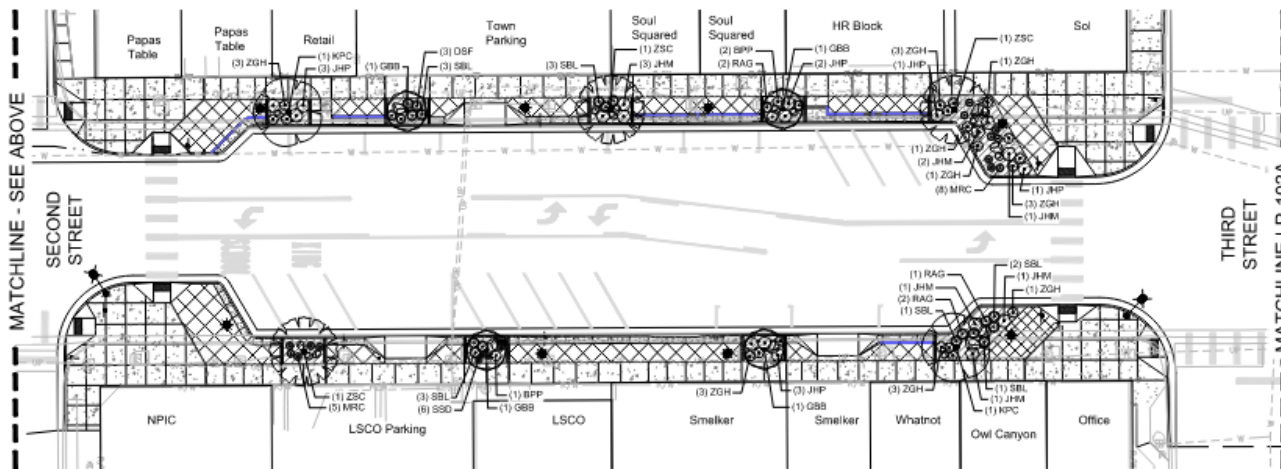
- Doubles the existing on-street parking spaces to over 92 spaces, including 8 van accessible spaces
- Provides fully ADA accessible sidewalks and ramps
- Replaces and upgrades all existing street and sidewalk lighting
- Replaces existing street trees with 36 new street trees and additional landscaping
- Replaces and upgrades the landscape irrigation systems
- Provides many new amenities such as benches, bike racks, trash receptacles, and railings
- Provides more gathering areas and “programmable” space for business use
- Creates a seamless, consistent backdrop for Main Street businesses, visitors, and residents for the coming decades
- The project also includes pedestrian safety improvements along several streets throughout town.

(Next two slides depict the 100% design)

# Final Design, 1<sup>st</sup> Street to 3<sup>rd</sup> Street



A FIRST STREET TO SECOND STREET



B SECOND STREET TO THIRD STREET

## PLANT SCHEDULE - SIMPLE

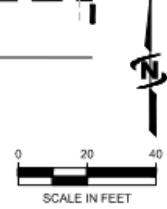
CODE	COMMON NAME
<b>DECIDUOUS TREES</b>	
GBA	Autumn Gold Maidenhair Tree
ZSC	City Sprite® Japanese Zelkova
KPC	Coral Sun Golden Rain Tree
GBB	Goldspire Maidenhair Tree
UDG	Greenstone® Elm
ZSM	Musashino Japanese Zelkova
GTI	Skyline® Honey Locust
<b>SHRUBS</b>	
SBL	Blooming® Dwarf Purple Lilac
MRC	Creeping Mahonia
SSD	Dragon's Blood Two Row Stonecrop
BPP	Dwarf Pink Butterfly Bush
DSF	Firefly Nightglow Bush Honeysuckle
RAG	Green Mound Alpine Currant
ZGH	Hummingbird Trumpet
BTK	Kobold Japanese Barberry
JHM	Mother Lode Creeping Juniper
JHP	Pancake Creeping Juniper
ACP	Panchito Manzanita
<b>GROUND COVERS</b>	
RMM	Rock Mulch See Specs.

\*SEE LP-001 FOR TREE SYMBOLS ON FULL SCHEDULE

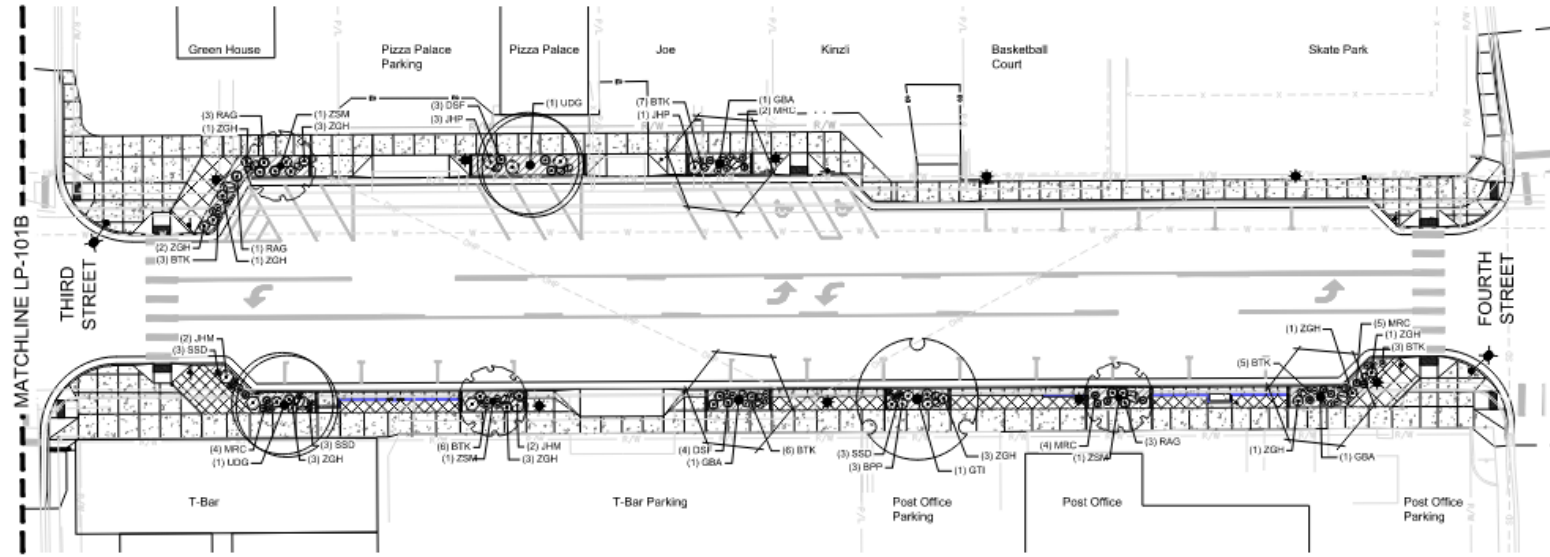
## KEY NOTES AND LEGEND

SYMBOL	PRODUCT/IMPROVEMENT	DETAILS
<b>SITE AMENITIES</b>		
★	20' ALUMINUM LIGHT POLE   MOUNTAIN STATES EPIC SINGLE ARM	3/LP-502
⚡	32' ALUMINUM COBRA HEAD LIGHT POLE   MOUNTAIN STATES EPIC SINGLE ARM	1/LP-503
●	BOLLARD   CAVALIER 301 CAV301-LT-WA-20W-3K-U-S-N-BK, TYPE 5 DISTRIBUTION, PEMCO OR APPROVED EQUAL	4/LP-502
—	PEDESTRIAN GUARDHANDRAIL   2-RAIL STYLE, 40" HEIGHT, FOR REFERENCE ONLY, INSTALL BY OTHERS.	SEE ROADWAY PLANS
○	STREET BANNER POLES	2/LP-503
<b>SITE IMPROVEMENTS</b>		
⬢	LANDSCAPE BOULDERS	4/LP-501
▣	STANDARD CONCRETE	SEE ROADWAY PLANS
▤	SPECIALTY CONCRETE   SAW-CUT PATTERN, MEDIUM BROOM FINISH.	SEE ROADWAY PLANS FOR CONCRETE MIX, DEPTH, ETC.
—	CONCRETE EXPANSION JOINT	/
—	CONCRETE CONTROL JOINT	/
①	STREET TREE PLANTING WITH MOWCURB	1/LP-502

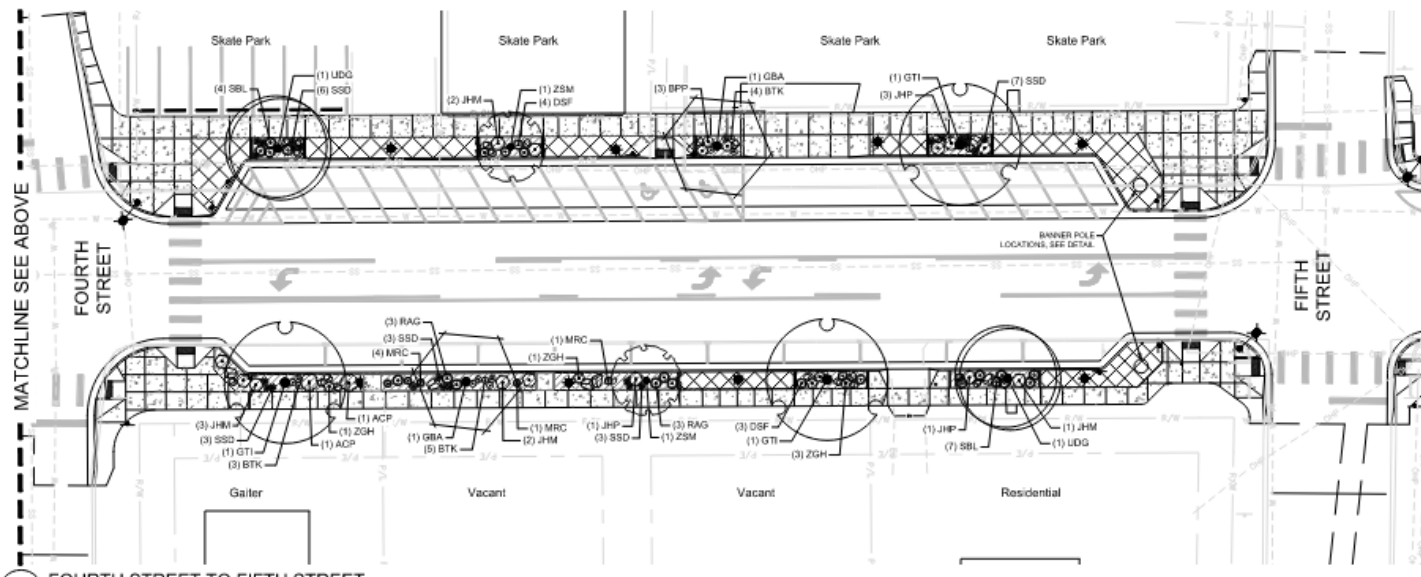
NOTE: SEE SHEET LP-001 FOR FULL PLANT SCHEDULE.



# Final Design, 3<sup>rd</sup> Street to 5<sup>th</sup> Street



A THIRD STREET TO FOURTH STREET



B FOURTH STREET TO FIFTH STREET

## PLANT SCHEDULE - SIMPLE

CODE	COMMON NAME
<b>DECIDUOUS TREES</b>	
GBA	Autumn Gold Maidenhair Tree
ZSC	City Sprite® Japanese Zelkova
KPC	Coral Sun Golden Rain Tree
GBB	Goldspire Maidenhair Tree
UDG	Greenstone® Elm
ZSM	Musashino Japanese Zelkova
GTI	Skyline® Honey Locust
<b>SHRUBS</b>	
SBL	Bloomerang® Dwarf Purple Lilac
MRC	Creeping Mahonia
SSD	Dragon's Blood Two Row Stonecrop
BPP	Dwarf Pink Butterfly Bush
DSF	Firefly Nightglow Bush Honeysuckle
RAG	Green Mound Alpine Currant
ZGH	Hummingbird Trumpet
BTK	Kobold Japanese Barberry
JHM	Mother Lode Creeping Juniper
JHP	Pancake Creeping Juniper
ACP	Panchito Manzanita
<b>GROUND COVERS</b>	
RMM	Rock Mulch-See Specs.

\*SEE LP-001 FOR TREE SYMBOLS ON FULL SCHEDULE

## KEY NOTES AND LEGEND

SYMBOL	PRODUCT/IMPROVEMENT	DETAILS
<b>SITE AMENITIES</b>		
★	20' ALUMINUM LIGHT POLE   MOUNTAIN STATES EPIC SINGLE ARM	3/LP-502
⚡	32' ALUMINUM COBRA HEAD LIGHT POLE   1/LP-503 MOUNTAIN STATES EPIC SINGLE ARM	
●	BOLLARD   CAVALIER 381 CAV381-LTAW-20W-3K-U-S-H-BK, TYPE 5 DISTRIBUTION, PEMCO OR APPROVED EQUAL	4/LP-502
—	PEDESTRIAN GUARD/HANDRAIL   2-RAIL STYLE, 40" HEIGHT, FOR REFERENCE ONLY, INSTALL BY OTHERS.	SEE ROADWAY PLANS
○	STREET BANNER POLES	2/LP-503
<b>SITE IMPROVEMENTS</b>		
⬢	LANDSCAPE BOULDERS	4/LP-501
▣	STANDARD CONCRETE	SEE ROADWAY PLANS
▤	SPECIALTY CONCRETE   SAW-CUT PATTERN, MEDIUM BROOM FINISH.	SEE ROADWAY PLANS FOR CONCRETE MIX, DEPTH, ETC.
—	CONCRETE EXPANSION JOINT	/
—	CONCRETE CONTROL JOINT	/
Ⓢ	STREET TREE PLANTING WITH MOWCURB	1/LP-502



NOTE: SEE SHEET LP-001 FOR FULL PLANT SCHEDULE.

# The Path Forward

- With design, right-of-way acquisition, contract documents, and the many CDOT design clearances complete, the project moves into the construction phase
- 3/20/2026 – Bid opening and evaluation
- 4/14/2026 – Board of Trustee consideration of the construction contract award
- May 2026 - Begin construction
  - Mobilization and general site preparation
  - Utility relocations
  - Storm drainage system along 5<sup>th</sup> and Cleveland
  - Underground work for new electric systems, irrigation, and utilities
  - Sidewalks adjacent to downtown storefronts
  - Curb/gutter and the balance of hardscape elements
  - Lighting
  - Subgrade preparation and asphalt paving
  - Landscaping and amenities
  - Substantial and final completion
- Fly-through presentation

# Questions or Discussion?





## Board of Trustees Meeting

**Date:** March 24, 2026  
**Subject:** February 24, 2026 Meeting Minutes

- **Presentation: Hannah Hill, Town Clerk**

### **EXECUTIVE SUMMARY**

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Attached are the Board of Trustees February 24, 2026 meeting minutes.

### **BACKGROUND / DISCUSSION**

---

N/A

### **CONNECTION WITH ADOPTED MASTER PLANS**

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N/A

### **FISCAL IMPLICATIONS**

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N/A

### **STAFF RECOMMENDATION**

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Staff recommends approval on the consent agenda.

### **MOTION RECOMMENDATION**

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- Option 1) Move to approve the consent agenda
- Option 2 ) Move to approve the February 24, 2026 Meeting Minutes

### **ATTACHMENTS**

1. 2026-02-24 Meeting Minutes



BOARD OF TRUSTEES  
February 24, 2026  
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Minutes

A. CALL TO ORDER

Mayor Chaussee called the February 24, 2026 Meeting to order at 6:30 p.m.

1. Pledge of Allegiance

Mayor Chaussee led the pledge of allegiance.

2. Roll Call

The Clerk noted a quorum with the below roll call:

Cannon – Present

Dailey – Present

Moyer – Absent

Tietz – Present

Wiegand – Present

Mason – Present

Chaussee – Present

3. Amendments to Agenda

Mayor Chaussee asked if there were any amendments to the agenda, to which there were none.

4. Conflict of Interest

Mayor Chaussee asked if there were any conflicts of interest on the agenda, to which there were none

B. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Chaussee opened public comment, to which there was none.

C. PRESENTATION

1. Home Rule Overview and Engagement Plan

Kelly Houghteling, Deputy Town Administrator, presented the plan noting the past presentation to the Board regarding the plan for Home Rule engagement. It was noted the company contracted, Magellan Strategies, to assist the Town with survey development, public engagement, and messaging, will send out a text message survey to gather data, which will be brought back to the Board for protentional action.

The Board asked for clarification on responses received, which Ms. Houghteling noted Magellan Strategies would be seeking to receive back 400 responses.

2. Town of Wellington, Colorado Financial Statements with Independent Auditor's Report for December 31, 2024

Nic Redavid, Finance Director and Town Treasurer, presented the auditor's report, sharing that as of the 2024 Audit has been submitted to and accepted by the State of Colorado. Mr. Redavid reviewed the findings of the audit.

The Board expressed appreciation for the work Mr. Redavid and the Finance Department has done to complete all outstanding audits.

Clarification of if the property taxes were included 2025, which Mr. Redavid confirmed.

D. CONSENT AGENDA

1. February 10, 2026 Board of Trustee Meeting Minutes
2. Consent to Authorize Town Treasurer to Sign Hinkle & Company, PC Engagement Letter for Audit of 2025 Financial Statements

*Trustee Dailey moved to approve the consent agenda*

Trustee Cannon seconded and the motion passed.

E. ACTION ITEMS

1. Ordinance No. 01-2026: An Ordinance Establishing Fees to be Charged by the Town of Wellington, Colorado, for Utility Services

Meagan Smith, Deputy Public Works Director and Nic Redavid, Finance Director | Town Treasurer presented this item.

Ms. Smith reviewed the existing and proposed water rates for residential, as well as noted the commercial existing and proposed water rates being moved to a uniform volumetric rate. Ms. Smith noted the recommended single and multi-unit residential rates would decrease by 3%, and the shift in volumetric tiers to align with cost of service. The proposed commercial rates were consolidated into a single volumetric tier, base charges for all meter sizes were decreased by 3% as well.

The wastewater rate structure updates were reviewed, noting new strength-based surcharges for commercial customers to align rates with treatment burden and more equitable cost recovery for high strength users.

Ms. Smith noted the proposed stormwater rate is the first stormwater rate increase from 2017, and staff would plan on returning to the Board in 2027. The bill comparisons for month to month for an average user were discussed. Ms. Smith noted the amount of change in water bills over the past several years. There was a change in rates in 2020, which was the driving purpose from the direction of the Board to conduct rate studies.

Mayor Chaussee opened public comment for the item.

Rob Roberson yielded time to Jim Raymond.

James Raymond, Wellington resident, spoke to water rate structure and usage levels, and the recommendation of the Rate Advisory Group.

Christine Gaiter yielded her time to Jon Gaiter.

Jon Gaiter spoke to rate reduction and rate structure and the recommendation of the Rate Advisory Group.

Kendra Barrett spoke to high and low water users.

Sophia Moore spoke to the recommendation of the Rate Advisory Group.

The Board expressed appreciation for the work that the Rate Advisory Group did in providing a recommendation to the Board.

Discussion centered around the Rate Advisory Group recommendation and the recommendation presented before the Board in Ordinance No. 01-2026.

*Mayor Pro Tem Mason moved to adopt Ordinance No. 01-2026: An Ordinance Establishing Fees to be Charged by the Town of Wellington, Colorado, for Utility Services*

Trustee Dailey seconded and the motion failed, 3-3.

NO VOTE: Tietz, Wiegand, Cannon

Town Administrator Patti Garica asked for a recess.

Mayor Chaussee called a recess from 7:36 p.m. to 7:41 p.m.

*Trustee Dailey moved to Adopt Ordinance No. 01-2026: An Ordinance Establishing Fees to be Charged by the Town of Wellington, Colorado, for Utility Services with the Exclusion of Section 1*

Trustee Wiegand seconded and the motion passed.

2. Ordinance No. 02-2026: An Ordinance Establishing Capital Investment Fees to be Charged by the Town of Wellington, Colorado for Connection to the Water and Wastewater Utility Systems

Ms. Smith reviewed the ordinance noting the requirements while adopting impact fees.

The Board asked for clarification for non-potable rates based on other communities, and how those rates were established. Ms. Smith noted the technical memo included in the packet from Raftelis explaining the process used to determine impact fees, and the recommendation comes in at the highest defensible number, and it is a Board decision if a lower amount would be adopted, while still ensuring growth pays for its own way.

Mayor Chaussee opened public comment for the item.

Jon Gaiter, Wellington resident, spoke to the non-potable water and revenue goals.

The Board asked for clarification on growth expectations, and Ms. Smith reviewed the assumptions of planned growth, and noted the lower levels of assumed growth from what the Planning Department assumes in order to ensure funds are met.

The Board noted the need to charge so that development pays its way.

*Trustee Tietz moved to adopt Ordinance No. 02-2026: An Ordinance Establishing Capital Investment Fees to be Charged by the Town of Wellington, Colorado for Connection to the Water and Wastewater Utility Systems*

Trustee Cannon seconded and the motion passed.

## F. REPORTS

1. Town Attorney  
There was no report from Town Attorney.
2. Town Administrator  
Ms. Garcia noted the CML legislative update attended, with discussions centering around local control.
3. Staff Communications  
Items were included in the packet.
  - a. Board of Trustees Planning Calendar
  - b. Utilities Report - January 2026
  - c. Treasurer's Report (December 2025)
  - d. Report of Bills (December 2025)
4. Board Reports

Trustee Teitz noted an upcoming survey regarding the date for the volunteer appreciation dinner, the appreciate dinner is expected to be \$3,500 - \$4,000.

Trustee Cannon noted the CML Legislative update session, and that grants are in danger of drying up. Attendance at a Policy Committee Meeting was also noted.

Trustee Dailey spoke to March 9-11 at the Democracy Summit at CSU, featuring Wellington. The Municipal Leadership Academy is focusing on public safety next; March 4 and March 12 were noted as candidate forums hosted by the League of Women Voters and the Chamber of Commerce. Attendance at Main Street events were noted, the celebration of expansion of Harvest Farms, Night Beyond Limits celebration, and Cleveland Avenue Constriction Series. Trustee Dailey noted Well-o-Rama and asked for volunteers for assistance.

## G. EXECUTIVE SESSION

1. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pursuant to § 24-6-402(4)(e), C.R.S., and for the purpose of receiving legal advice pursuant to § 24-6-402(4)(b), C.R.S.,

regarding acquisition of real property by the Town to increase public park and open space opportunities. As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the Executive Session proceedings will be electronically recorded and the record will be preserved for 90 days through May 25, 2026.

*Trustee Dailey moved to recess into executive session For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pursuant to § 24-6-402(4)(e), C.R.S., and for the purpose of receiving legal advice pursuant to § 24-6-402(4)(b), C.R.S., regarding acquisition of real property by the Town to increase public park and open space opportunities. As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the Executive Session proceedings will be electronically recorded and the record will be preserved for 90 days through May 25, 2026.*

Trustee Tietz seconded and the motion passed.

Mayor Chaussee recessed into executive session at 8:13 p.m.

Mayor Chaussee reconvened the meeting at 8:41 p.m.

#### H. ADJOURN

Mayor Chaussee adjourned the February 24, 2026 meeting at 8:41 p.m.

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Calar Chaussee, Mayor

---

Hannah Hill, Town Clerk



## Board of Trustees Meeting

**Date:** March 24, 2026

**Subject:** Resolution No. 09-2026 - A Resolution Approving the Baker Tilly Advisory Group, LP Fourth Amended Engagement Letter to Provide Financial Management Services to the Town of Wellington

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

### **EXECUTIVE SUMMARY**

---

Beginning in July 2023, the Town of Wellington utilized the services of Don Rhoads through Baker Tilly Advisory Group, LP to assist with Finance Director/Treasurer duties. The Town has since hired a full-time Finance Director/Treasurer but would like to retain Mr. Rhoads on an on-call basis during 2026.

The intent is for Mr. Rhoads to assist the Finance Director with closing out fiscal year 2025, including, but not limited to, reallocating expenses from Capital Projects Fund 211 to the appropriate governmental or enterprise funds, finalizing fixed asset depreciation schedules, and accounts payable and receivable funds. The engagement letter includes a not to exceed amount of \$10,000.

### **BACKGROUND / DISCUSSION**

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N/A

### **CONNECTION WITH ADOPTED MASTER PLANS**

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Strategic Plan Mission Statement - Our mission is to provide outstanding municipal services for our community of today and tomorrow.

### **FISCAL IMPLICATIONS**

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N/A

### **STAFF RECOMMENDATION**

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Staff recommends approval of Resolution No. 09-2026 - A Resolution Approving the Baker Tilly Advisory Group, LP Fourth Amended Engagement Letter to Provide Financial Management Services to the Town of Wellington

### **MOTION RECOMMENDATION**

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Option 1) Move to approve the consent agenda

Option 2) Move to Authorize the Mayor to sign the Baker Tilly Advisory Group, LP Fourth Amended Engagement Letter

### **ATTACHMENTS**

1. Reso 09-2026 - Baker Tilly Engagement 4th Amendment
2. Wellington CO Financial Mgt Services Amendment 4 \_ 26 03 05

TOWN OF WELLINGTON  
RESOLUTION NO. 09-2026

A RESOLUTION APPROVING THE BAKER TILLY ADVISORY GROUP, LP FOURTH AMENDED ENGAGEMENT LETTER TO PROVIDE FINANCIAL MANAGEMENT SERVICES TO THE TOWN OF WELLINGTON

WHEREAS, the Town of Wellington issued a Request for Qualifications for Financial Management Services and the firm of Baker Tilly Advisory Group, LP (“Baker Tilly”) was selected by the panel of Town staff and Trustees as the best capable of meeting the needs of the Town in providing financial management services; and

WHEREAS, on July 18, 2023 the Board of Trustees approved Resolution No. 24-2023 – A Resolution Approving the Baker Tilly US, LLP Engagement Letter to Provide Financial Management Services to the Town to January 2024; and

WHEREAS, the Board of Trustees has approved Amended Engagement Letters through Resolution No. 03-2024, Resolution No. 33-2024, and Resolution No. 03-2025; and

WHEREAS, the Town has requested the services provided by Baker Tilly be available for on-call services to continue support of the Finance Department for a not to exceed amount of \$10,000.

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

The Board of Trustees hereby approves the Baker Tilly Amendment 4 dated March 5, 2026 and authorizes the Mayor to execute such agreements and documents necessary to so engage the services of Baker Tilly.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 24<sup>th</sup> day of March, 2026

TOWN OF WELLINGTON, COLORADO

By: \_\_\_\_\_  
Calar Chaussee, Mayor

ATTEST:

\_\_\_\_\_  
Hannah Hill, Town Clerk

Baker Tilly Advisory Group, LP  
267 E. Campbell Ave., Ste 200  
Campbell, California 95008  
+1 (408) 385-3400  
bakertilly.com

To: Ms. Patti Garcia, Town Administrator  
Town of Wellington

From: Dan Hedden, Principal

Subject: Financial Consulting Assistance - Amendment 4

Date: March 5, 2026

---

On July 17, 2023, the Town of Wellington signed an agreement with Baker Tilly to provide financial consulting assistance by Don Rhoads. An amendment was approved in December 2023 for Mr. Rhoads to continue to assist with the transition of a new finance director.

The current contract and amendments have an expiration date of December 31, 2025. I would like to propose a change order to the contract to extend the term to December 31, 2026 and increase the contract amount by \$10,000. Mr. Rhoads will continue to be billed at \$190/hour, which is a discounted rate from the standard rate of \$225 per hour.

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

<b>Title</b>	<b>Billing Rate</b>
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:

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Town of Wellington, CO

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Date

## Board of Trustees Meeting

**Date:** March 24, 2026

**Subject:** Resolution No. 07-2026 Approving a Contract to Buy and Sell Real Estate for the Acquisition of Property for Expansion, Modification and Improvement of Centennial Park and Authorizing the Town Administrator to Execute the Contract and Related Documents

- **Presentation:** Cody Bird, Planning Director, and Billy Cooksey, Parks and Recreation Director

### **EXECUTIVE SUMMARY**

---

The Town has negotiated a Contract to Buy and Sell Real Estate for the acquisition of a property located at 3818 Cleveland Avenue in Wellington (the “Property”). The Property is located adjacent to Centennial Park and is an opportunity to expand the Town’s park and recreational amenities to serve the community. Acquisition of properties adjacent to Centennial Park, and expansion of the park as a community gathering space and a central meeting place for community-wide events and activities, are goals of adopted Town plans and policies. Acquiring this property will help the Town implement these policy goals and meet the community's need for parks and open space amenities. The attached Resolution No. 07-2026 approves the Contract, and authorizes the Town Administrator to execute the Contract and take actions reasonably necessary to complete the real estate transaction consistent with the terms of the Contract.

### **BACKGROUND / DISCUSSION**

---

The Town is considering acquiring a property adjacent to Centennial Park. The property is an approximately 6,500-square-foot residential parcel located mid-block along Cleveland Avenue and is adjacent to Centennial Park along the property’s north and east boundaries. The Town’s adopted Comprehensive Plan and adopted 2015 Parks and Trails Master Plan both recommend expansion of Centennial Park for community gathering space and for hosting community events and activities. The plans recommend expansion of Centennial Park through acquisition of adjacent properties as opportunities arise.

This opportunity arose when the owner of the property contacted Town staff to inquire if the Town would be interested in purchasing the property for public purposes. Following this inquiry, the Board of Trustees was advised of the opportunity to acquire the property, and the Board provided direction for staff to enter negotiations. Staff subsequently coordinated with the owner to prepare a Contract to Buy and Sell Real Estate for the Board's consideration. Consistent with Board direction provided during an executive session, staff negotiated a proposed purchase price of \$325,000. The contract is a standard real estate form and includes due diligence provisions, inspections, and title review.

The property contains a single-family ranch-style home originally built in 1948. The home is a slab-on-grade construction with no basement. There is also a block construction detached garage. The layout and condition of existing structures are not suitable for current or planned Town purposes. Several large trees and perimeter vegetation exist on the site, but their locations and condition are not well suited for near-term or long-term park use.

Acquisition of adjacent parcels supports the Town’s long-term goals for expansion and improvements to Centennial Park. If the contract is approved and the property is acquired, staff recommends removal of existing



structures and vegetation and restoration of the property to a condition consistent with the existing Centennial Park open space. While long-term plans contemplate redevelopment of Centennial Park, maintaining the property as open space until future improvements are funded will provide immediate community benefit and support the parks planned expansion.

### **CONNECTION WITH ADOPTED MASTER PLANS**

---

This action supports the goals and strategies outlined in the Board of Trustee's 2025-2029 Strategic Plan, the Town's Comprehensive Plan and the 2015 Parks and Trails Master Plan, as outlined below:

#### 2025-2029 Strategic Plan

- Cultivate and Nurture Community Spaces – Retain, Revitalize and Invest in meeting and gathering spaces

#### 2021 Comprehensive Plan

- Vibrant and Historic Downtown, DT.1.5: Plan for improvement and development of parks and green space to increase social gathering places.
- Vibrant and Historic Downtown, DT.1.6: Explore redevelopment of Centennial Park as a central meeting place for community wide events and activities.

#### 2015 Parks and Trails Master Plan

- Future consideration of a new skate park and other amenities at Boxelder Creek Trail Open Space could allow for space at Centennial Park to be repurposed into community gathering or special event space along Cleveland Avenue.

### **FISCAL IMPLICATIONS**

---

Funds for the property acquisition and improvements are available in the Park Fund through restricted funds from fee-in-lieu of park land dedication and Conservation Trust Fund. Appropriation of funds for fiscal year 2026 expenditure is recommended with the following agenda item and consideration of Resolution No. 08-2026.

### **STAFF RECOMMENDATION**

---

Staff recommends adoption of Resolution No. 07-2026 to approve a Contract to Buy and Sell Real Estate at 3818 Cleveland Avenue for expansion, modification and improvement of Centennial Park, and authorize the Town Administrator to execute the Contract and related documents.

### **MOTION RECOMMENDATION**

---

I move to adopt Resolution No. 07-2026 a Resolution Approving a Contract to Buy and Sell Real Estate for the Acquisition of Property for Expansion, Modification and Improvement of Centennial Park and Authorizing the Town Administrator to Execute the Contract and Related Documents.

### **ATTACHMENTS**

1. Resolution No. 07-2026 Approving Contract to Buy and Sell Real Estate
2. Exhibit A 3818 Cleveland Ave\_ Revised Contract 3-18-2026
3. Presentation Slides

TOWN OF WELLINGTON

RESOLUTION NO. 07-2026

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO APPROVING A CONTRACT TO BUY AND SELL REAL ESTATE FOR THE ACQUISITION OF PROPERTY FOR EXPANSION, MODIFICATION AND IMPROVEMENT OF CENTENNIAL PARK AND AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS

WHEREAS, the Town of Wellington, Colorado (the “Town”), is a Colorado municipal corporation with the authority to acquire and hold real property for municipal purposes; and

WHEREAS, the Town has negotiated a Contract to Buy and Sell Real Estate (the “Contract”) for the purchase of certain real property located in the Town of Wellington, County of Larimer, State of Colorado, more particularly described as 3818 Cleveland Avenue, Wellington, CO 80549 (the “Property”); and

WHEREAS, the Property is located adjacent to Centennial Park, an existing Town-owned public park; and

WHEREAS, the acquisition of the Property supports the goals and policies of the Wellington Comprehensive Plan, which encourages the preservation and expansion of parks, open space, and recreational opportunities within the community, including a goal to explore redevelopment of Centennial Park as a central meeting place for community wide events and activities; and

WHEREAS, the acquisition of the Property is consistent with the recommendations identified in the adopted Wellington Parks and Trails Plan (2015), which identifies the desire for Centennial Park to be repurposed into community gathering or special event space along Cleveland Avenue; and

WHEREAS, the Findings of the draft Parks, Recreation, Open Space, and Trails (PROST) Master Plan currently underway identifies that respondents to a survey identified Large Community Parks and Shade Trees as most important to their household, yet a majority of households needs for outdoor park pavilion and shaded areas are not met or only partially met; and

WHEREAS, the Board of Trustee’s 2025-2029 Strategic Plan identifies a priority to Cultivate and Nurture Community Spaces and includes a goal to Retain, Revitalize, and invest in meeting and gathering spaces; and

WHEREAS, the Town desires to acquire the Property for the purpose of expanding, modifying and improving Centennial Park for the benefit of the residents of the Town; and

WHEREAS, the Board of Trustees finds that the acquisition of the Property will advance important community objectives by expanding park and recreational opportunities, improving public access to open space and trails, and implementing long-range planning goals adopted by the Town; and

WHEREAS, the purchase price for the Property is \$325,000, subject to the terms and conditions set forth in the Contract dated March 9, 2026, attached hereto as “Exhibit A” and incorporated herein by reference; and

WHEREAS, funds for the purchase of the Property have been appropriated or otherwise made available in the Town’s adopted budget, and the Board of Trustees finds that entering into the Agreement is fiscally responsible and in the best interests of the Town; and

WHEREAS, the Town’s purchasing policy requires Board of Trustee authorization for purchases over the Town Administrator’s signing authority (\$250,000); and

WHEREAS, the Board of Trustees has reviewed the Contract and finds that approval of the Contract and authorization of the transaction is necessary and appropriate to accomplish the public purposes described herein.

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

1. The Board of Trustees hereby finds and determines that acquisition of the Property for park expansion, modifications and improvements constitutes a valid and important public purpose, supports the Town’s adopted plan, and promotes the health, welfare, and quality of life of the Town’s residents.
2. The Contract to Buy and Sell Real Estate, attached hereto as Exhibit A, is hereby approved.
3. The Town Administrator is hereby authorized to execute the Contract and any closing documents, instruments, or certifications necessary to complete the acquisition of the Property.
4. The Town Administrator is authorized to approve and execute minor or technical modifications to the Contract or closing documents that do not materially alter the terms of the transaction or increase the financial obligation of the Town.
5. The Town Administrator is authorized to take all actions reasonably necessary to complete the real estate transaction, including coordinating title review, due diligence, and closing of the purchase consistent with the terms of the Contract.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 24<sup>th</sup> day of March, 2026.

TOWN OF WELLINGTON, COLORADO

By: \_\_\_\_\_  
Calar Chaussee, Mayor

ATTEST:

\_\_\_\_\_  
Hannah Hill, Town Clerk

This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.

CBS1 Contract to Buy and Sell Real Estate (Residential)  
Adoption Date: August 5, 2025  
Mandatory Use Date: January 1, 2026

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

## CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: *March 18, 2026*

### AGREEMENT

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** *Town of Wellington*, (Buyer) will take title to the Property described below as  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_.

**2.2. No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

**2.3. Seller.** *Ludwig L Kinzli Revocable Trust and Linda S Kinzli Revocable Trust* (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of *Larimer*, Colorado (insert legal description):

*Lots 17 & 18 & West 5 Feet of Lot 19, Block 3, Millers, Wellington; less ROW 20250055704*

known as: *3818 Cleveland Avenue* *Wellington* *CO* *80549*  
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including **Any** remote controls). If checked, the following are owned by the Seller and included:  **Solar Panels**  **Water Softeners**  **Security Systems**  **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

**2.5.2. Inclusions – Additional.** If on the Property on the date of this Contract, whether attached or not, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings,

47 blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates,  
48 heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

49 **2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the  
50 Purchase Price:

51 *All appliances located in the property at the time of showing.*  
52  
53  
54  
55

56  If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal  
57 property outside of this Contract.

58 **2.5.4. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that  
59 may be purchased and may cover the repair or replacement of certain Inclusions.

60 **2.5.5. Inclusions – Encumbered.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at  
61 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and  
62 encumbrances, except:

63  
64  
65  
66

67 Buyer  **Will**  **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under § 10.6.  
68 (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive  
69 such approval this Contract terminates.

70 **2.5.6. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other  
71 applicable legal instrument.

72 **2.5.7. Parking and Storage Facilities.** The use or ownership of the following parking facilities:

73 *N/A*; and the use or ownership of the following storage facilities: *N/A*.

74 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

75 **2.5.8. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer  
76 at Closing (Leased Items):

77 *N/A*  
78  
79  
80

81 Buyer  **Will**  **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review  
82 under § 10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not  
83 receive such approval this Contract terminates.

84  **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless  
85 of the name or title, to authorize a third party to operate and maintain a photovoltaic system on the Property and provide electricity  
86 (Solar Power Plan) that will remain in effect after Closing. Buyer  **Will**  **Will Not** assume Seller's obligations under such Solar  
87 Power Plan subject to Buyer's review under § 10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third party  
88 before Closing. If Buyer does not receive such approval this Contract terminates.

89 **2.6. Exclusions.** The following items are excluded (Exclusions):

90 *Tenant's Personal Property*  
91  
92

93 **2.7. Water Rights/Well Rights.**

94  **2.7.1. Deeded Water Rights.** The following legally described water rights:

95 *N/A*  
96  
97

98 Any deeded water rights will be conveyed by a good and sufficient *N/A* deed at Closing.

99  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§2.7.1., 2.7.3. and  
100 2.7.4., will be transferred to Buyer at Closing:

101 *N/A*  
102

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**2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is *N/A*.

**2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:  
*N/A*

**2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

**2.7.6. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

**3. DATES, DEADLINES AND APPLICABILITY.**

**3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	<i>April 1, 2026</i>
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>April 10, 2026</i>
4	§ 8	Record Title Objection Deadline	<i>April 22, 2026</i>
5	§ 8	Off-Record Title Deadline	<i>April 10, 2026</i>
6	§ 8	Off-Record Title Objection Deadline	<i>April 22, 2026</i>
7	§ 8	Title Resolution Deadline	<i>April 30, 2026</i>
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>N/A</i>
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	<i>N/A</i>
10	§ 7	Association Documents Termination Deadline	<i>N/A</i>
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	<i>April 3, 2026</i>
12	§ 10	Lead-Based Paint Disclosure Deadline	<i>April 3, 2026</i>
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	<i>N/A</i>
14	§ 5	New Loan Terms Deadline	<i>N/A</i>
15	§ 5	New Loan Availability Deadline	<i>N/A</i>
16	§ 5	Buyer's Credit Information Deadline	<i>N/A</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>N/A</i>
18	§ 5	Existing Loan Deadline	<i>N/A</i>
19	§ 5	Existing Loan Termination Deadline	<i>N/A</i>
20	§ 5	Loan Transfer Approval Deadline	<i>N/A</i>
21	§ 4	Seller or Private Financing Deadline	<i>N/A</i>
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	<i>April 20, 2026</i>
23	§ 6	Appraisal Objection Deadline	<i>April 22, 2026</i>
24	§ 6	Appraisal Resolution Deadline	<i>April 24, 2026</i>

<b>Survey</b>			
25	§ 9	New ILC or New Survey Deadline	<i>April 20, 2026</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>April 22, 2026</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>April 24, 2026</i>
<b>Inspection and Due Diligence</b>			
28	§ 2	Water Rights Examination Deadline	<i>N/A</i>
29	§ 8	Mineral Rights Examination Deadline	<i>N/A</i>
30	§ 10	Inspection Termination Deadline	<i>April 30, 2026</i>
31	§ 10	Inspection Objection Deadline	<i>N/A</i>
32	§ 10	Inspection Resolution Deadline	<i>N/A</i>
33	§ 10	Property Insurance Termination Deadline	<i>April 30, 2026</i>
34	§ 10	Due Diligence Documents Delivery Deadline	<i>April 10, 2026</i>
35	§ 10	Due Diligence Documents Objection Deadline	<i>April 22, 2026</i>
36	§ 10	Due Diligence Documents Resolution Deadline	<i>April 30, 2026</i>
37	§ 10	Conditional Sale Deadline	<i>N/A</i>
38	§ 10	Lead-Based Paint Termination Deadline	<i>April 30, 2026</i>
<b>Closing and Possession</b>			
39	§ 12	Closing Date	<i>June 29, 2026</i>
40	§ 17	Possession Date	<i>Day of Closing</i>
41	§ 17	Possession Time	<i>Time of Closing</i>
42	§ 27	<b>Acceptance Deadline Date</b>	<i>March 26, 2026</i>
43	§ 27	<b>Acceptance Deadline Time</b>	<i>5:00 p.m.</i>

123 **Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA**  
124 insured or **VA** guaranteed loans.

125 **3.2. Applicability of Terms.** If any deadline in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”, or the  
126 word “Deleted”, such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked  
127 in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of “None”,  
128 such provision means that “None” applies. The abbreviation “MEC” (mutual execution of this Contract) means the date upon which  
129 both parties have signed this Contract. The abbreviation “N/A” as used in this Contract means not applicable.

130 **3.3. Day; Computation of Period of Days; Deadlines.**

131 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States  
132 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.  
133 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
134 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**  
135 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

136 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
137 ending date is not specified, the first day is excluded and the last day is included.

138 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
139 deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
140 the deadline will not be extended.

141 **4. PURCHASE PRICE AND TERMS.**

142 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$	325,000.00
2	§ 4.3.	Earnest Money		\$ 5,000.00
3	§ 4.5.	New Loan		\$ N/A
4	§ 4.6.	Assumption Balance		\$ N/A
5	§ 4.7.	Private Financing		\$ N/A
6	§ 4.7.	Seller Financing		\$ N/A
7				
8				
9	§ 4.4.	Cash at Closing		\$ 320,000.00
10		<b>TOTAL</b>	\$	325,000.00 \$ 325,000.00

143 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ 0.00 (Seller Concession). The Seller  
144 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
145 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
146 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
147 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
148 elsewhere in this Contract.

149 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a *Check or Wire Transfer*, will  
150 be payable to and held by *First American Title* (Earnest Money Holder), in its trust account, on behalf of  
151 both Seller and Buyer. The Earnest Money must be tendered, by Buyer, with this Contract unless the parties mutually agree to an  
152 **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money to the company  
153 conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have  
154 interest on Earnest Money transferred to a fund established for the purpose of providing affordable housing to Colorado residents,  
155 Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder  
156 in this transaction will be transferred to such fund.

157 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
158 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

159 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
160 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided  
161 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
162 Seller agrees to execute and deliver to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release  
163 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23  
164 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release  
165 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money  
166 Release form), within three days of Buyer's receipt.

167 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the  
168 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller  
169 is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

170 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
171 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer  
172 is in Default**", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

173 **4.4. Form of Funds; Time of Payment; Available Funds.**

174 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
175 and closing costs, must be in funds that comply with all applicable Colorado laws, including wire transfers, certified check, teller's  
176 check, cashier's check, and real-time or instant payment (Good Funds).

177 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at  
178 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH  
179 NONPAYING PARTY WILL BE IN DEFAULT**.

180 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have  
181 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

182 **4.5. New Loan.** *OMITTED AS INAPPLICABLE.*

196 **4.6. Assumption.** *OMITTED AS INAPPLICABLE.*

225 TRANSACTION PROVISIONS

226 5. FINANCING CONDITIONS AND OBLIGATIONS.

227 5.1. New Loan, Assumption Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more
228 new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an
229 application verifiable by such lender, on or before New Loan Application Deadline and exercise reasonable efforts to obtain such
230 loan or approval.

231 5.2. New Loan Terms; New Loan Availability.

232 5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
233 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
234 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
235 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before New Loan Terms Deadline, if the New Loan Terms are not
236 satisfactory to Buyer, in Buyer's sole subjective discretion.

237 5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
238 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
239 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the New Loan
240 Availability Deadline if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
241 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
242 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). IF SELLER IS
243 NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S
244 EARNEST MONEY WILL BE NONREFUNDABLE, except as otherwise provided in this Contract (e.g., Appraisal, Title,
245 Survey).

246 5.3. Credit Information. This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's
247 financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must
248 supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense, information and documents (including a current
249 credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's
250 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in
251 confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set
252 forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's
253 financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or
254 before Disapproval of Buyer's Credit Information Deadline.

255 5.4. Existing Loan Review. Seller must deliver copies of the loan documents (including note, deed of trust and any
256 modifications) to Buyer by Existing Loan Deadline. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review
257 and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before Existing Loan
258 Termination Deadline, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the
259 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without
260 change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by Loan Transfer Approval
261 Deadline, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in
262 Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such
263 compliance as set forth in § 4.6.

264 5.5. Buyer Representation of Principal Residence. Buyer represents that Buyer will occupy the Property as Buyer's
265 principal residence unless the following box is checked, then Buyer  represents that Buyer will NOT occupy the Property as
266 Buyer's principal residence.

267 6. APPRAISAL PROVISIONS.

268 6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
269 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
270 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
271 valued at the Appraised Value.

272 6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in
273 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

274 6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
275 Purchase Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal
276 Objection Deadline:

277                   **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;

278 or

279                   **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
280 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

281                   **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
282 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
283 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
284 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

285                   **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)  
286 shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest  
287 Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a  
288 written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,  
289 setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_. The purchaser (Buyer) shall have the privilege  
290 and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The  
291 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will  
292 insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy  
293 himself/herself/themselves that the price and condition of the Property are acceptable.

294                   **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)  
295 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property  
296 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department  
297 of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of  
298 this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

299                   **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
300 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting)  
301 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following  
302 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written  
303 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
304 satisfaction of the Lender Requirements is waived in writing by Buyer.

305                   **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  **Buyer**  
306  **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
307 agent or all three.

308 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest  
309 Communities and subject to one or more declarations (Association).

310                   **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON**  
311 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**  
312 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**  
313 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**  
314 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**  
315 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**  
316 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**  
317 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**  
318 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**  
319 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**  
320 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**  
321 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**  
322 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**  
323 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**  
324 **ASSOCIATION.**

325                   **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),  
326 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association  
327 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
328 of the Association Documents, regardless of who provides such documents.

329                   **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

330                   **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
331 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
332 C.R.S.;

333 7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
334 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
335 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
336 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

337 7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
338 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
339 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
340 (Association Insurance Documents);

341 7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as  
342 disclosed in the Association's last Annual Disclosure;

343 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget  
344 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
345 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
346 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the  
347 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
348 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
349 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
350 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and  
351 7.3.5., collectively, Financial Documents);

352 7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
353 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
354 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.  
355 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
356 elements or limited common elements of the Association property.

357 7.4. **Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
358 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in  
359 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
360 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to  
361 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
362 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
363 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
364 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
365 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

## 366 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

### 367 8.1. Evidence of Record Title.

368  8.1.1. **Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
369 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish  
370 to Buyer a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,  
371 or if this box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued  
372 and delivered to Buyer as soon as practicable at or after Closing.

373  8.1.2. **Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
374 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to  
375 Seller a current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price.  
376 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

377 8.1.3. **Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner's  
378 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions  
379 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap  
380 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,  
381 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  
382  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.  
383 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
384 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
385 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
386 § 8.7. (Right to Object to Title, Resolution).

387 8.1.4. **Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
388 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such

389 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
390 Documents).

391 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
392 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
393 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
394 party or parties obligated to pay for the owner's title insurance policy.

395 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
396 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

397 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
398 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
399 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
400 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
401 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
402 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
403 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
404 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
405 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
406 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object  
407 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.  
408 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable  
409 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title  
410 Documents as satisfactory.

411 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
412 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
413 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which  
414 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New  
415 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown  
416 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of  
417 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.  
418 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-  
419 Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has  
420 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives  
421 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is  
422 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to  
423 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record  
424 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

425 **8.4. Special Taxing and Metropolitan Districts.** **ACTIONS BY A SPECIAL TAXING OR METROPOLITAN  
426 DISTRICT PURSUANT TO ITS AUTHORITY TO ISSUE DEBT, IMPOSE MILL LEVIES, AND IMPOSE FEES, RATES,  
427 TOLLS, PENALTIES, OR OTHER CHARGES MAY INCREASE COSTS TO RESIDENTS LIVING IN THE SPECIAL  
428 TAXING OR METROPOLITAN DISTRICT. SPECIAL TAXING AND METROPOLITAN DISTRICTS MAY BE  
429 SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM  
430 ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH  
431 DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING  
432 OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO  
433 DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD  
434 INVESTIGATE THE SPECIAL TAXING OR METROPOLITAN DISTRICTS IN WHICH THE PROPERTY IS LOCATED  
435 BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE  
436 PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS,  
437 THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan  
438 District, if any, is: *None*.**

439 **8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any special taxing or  
440 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If  
441 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before  
442 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,  
443 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's  
444 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be  
445 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.

446 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as  
447 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations)  
448 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

449 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first  
450 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a  
451 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of  
452 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase  
453 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
454 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred  
455 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in  
456 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

457 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,  
458 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)  
459 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the  
460 applicable deadline, Buyer has the following options:

461 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
462 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
463 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
464 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
465 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
466 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the  
467 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the  
468 applicable documents; or

469 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before  
470 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

471 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
472 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
473 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
474 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
475 laws and governmental regulations concerning land use, development and environmental matters.

476 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
477 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**  
478 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
479 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
480 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**  
481 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**  
482 **GAS OR WATER.**

483 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**  
484 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**  
485 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**  
486 **RECORDER.**

487 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**  
488 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**  
489 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**  
490 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

491 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
492 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**  
493 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**  
494 **AND GAS CONSERVATION COMMISSION.**

495 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or  
496 not covered by the owner's title insurance policy.

497 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to  
498 Buyer on or before the **Mineral Rights Examination Deadline**.

## 499 **9. NEW ILC, NEW SURVEY.**

500 **9.1. New ILC or New Survey.** If the box is checked, (1)  **New Improvement Location Certificate (New ILC)**; or, (2)

501  New Survey in the form of *Or Any Survey Deemed Necessary by the Buyer*; is required and the following will  
502 apply:

503 **9.1.1. Ordering of New ILC or New Survey.**  Seller  Buyer will order the New ILC or New Survey. The  
504 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date  
505 after the date of this Contract.

506 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before  
507 Closing, by:  Seller  Buyer or:

508 *Should the title company require an Improvement Location Certificate Buyer  
509 shall order and pay.*

510 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of  
511 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before **New  
512 ILC or New Survey Deadline.**

513 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to  
514 all those who are to receive the New ILC or New Survey.

515 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New  
516 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New  
517 Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
518 Seller incurring any cost for the same.

519 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.  
520 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,  
521 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

522 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

523 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
524 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

525 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or  
526 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
527 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey  
528 Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such  
529 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

**DISCLOSURE, INSPECTION AND DUE DILIGENCE**

530 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**  
531 **WATER.**

532 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer  
533 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller  
534 to Seller's actual knowledge and current as of the date of the Seller's Property Disclosure Deadline.

535 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose, in  
536 writing, to Buyer any adverse material facts actually known by Seller as of the date of this Contract. In the event Seller discovers an  
537 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to  
538 Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure.  
539 Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property, Inclusions, and included  
540 Leased Items to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

541 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
542 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If  
543 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the  
544 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased  
545 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,  
546 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or  
547 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's  
548 sole subjective discretion, Buyer may:

549 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,  
550 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver  
551 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller  
552 pursuant to § 10.3.2.; or

553 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written

554 description of any unsatisfactory condition that Buyer requires Seller to correct.

555 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller on or before **Inspection Objection**  
556 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
557 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection  
558 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision  
559 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by  
560 executing an Earnest Money Release.

561 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
562 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
563 Buyer's request (Work) and must pay for any damage that occurs to the Property, including Leased Items and Inclusions as a result  
564 of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer  
565 agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and  
566 caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller  
567 to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees,  
568 legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items  
569 performed pursuant to an Inspection Resolution.

570 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1. on or before **Property Insurance Termination**  
571 **Deadline**, based on, in Buyer's sole subjective discretion, any unsatisfactory provision of the availability, terms and conditions and  
572 premium for property insurance (Property Insurance) on the Property.

573 **10.6. Due Diligence.**

574 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information  
575 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**  
576 **Deadline**:

577 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy  
578 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing  
579 are as follows (Leases):

580 *None - Seller agrees to terminate existing lease.*

581  
582  
583 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased Items) will be  
584 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to  
585 Buyer on or before **Due Diligence Documents Delivery Deadline**.

586 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered  
587 pursuant to § 2.5.5. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other  
588 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

589 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless of  
590 its name or title).

591 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government  
592 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

593 **10.6.1.6. Other Documents.** Other documents and information:

594  
595  
596  
597  
598 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due  
599 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective  
600 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

601 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is  
602 terminated; or

603 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
604 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

605 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received  
606 by Seller on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a  
607 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**  
608 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection  
609 before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

610 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or

611 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review  
612 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due  
613 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence  
614 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due  
615 Diligence Document.

616 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
617 owned by Buyer and commonly known as *None*. Buyer has  
618 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**  
619 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not  
620 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this  
621 provision.

622 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does Not**  
623 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
624 the Property.  There is **No Well**. Buyer  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.  
625 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
626 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
627 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

628 **10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]**

629 **10.10. Lead-Based Paint.**

630 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more residential dwellings  
631 constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate  
632 licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint**  
633 **Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely  
634 receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of  
635 Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

636 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the  
637 Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's  
638 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may  
639 elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint  
640 or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition  
641 of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

642 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a  
643 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties  
644 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within  
645 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

646 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,  
647 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was  
648 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further  
649 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever  
650 been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written  
651 Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property  
652 has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State  
653 Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of  
654 the test.

655 **10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**  
656 **STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED**  
657 **BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS**  
658 **MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS**  
659 **CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.**

660 **RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR**  
661 **RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG**  
662 **CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN**  
663 **NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF**  
664 **RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION**  
665 **ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.**

666 **AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF**  
667 **PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. § 25-11-114(2)(A) THAT PROVIDES**

670 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

671 **CLOSING PROVISIONS**

672 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

673 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
674 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
675 obtaining a loan to purchase the Property, Buyer acknowledges Buyer’s lender is required to provide the Closing Company, in a  
676 timely manner, all required loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any  
677 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
678 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

679 **12.2. Closing Instructions.** Colorado Real Estate Commission’s Closing Instructions  **Are**  **Are Not** executed with  
680 this Contract.

681 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
682 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the  
683 Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by  
684 *First American Title*.

685 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
686 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

687 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer  
688 must assume Seller’s obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such  
689 leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

690 **13. TRANSFER OF TITLE.** Subject to Buyer’s compliance with the terms and provisions of this Contract, including the tender  
691 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:   
692 special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative’s deed  
693  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good and  
694 sufficient special warranty deed to Buyer, at Closing.

695 Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
696 warranty deed, title will be conveyed “subject to statutory exceptions” as defined in § 38-30-113(5)(a), C.R.S.

697 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless otherwise agreed to in this Contract or by Buyer in writing, any  
698 amounts owed on any liens or encumbrances against the Property and Inclusions, including any governmental liens for special  
699 improvements installed as of the date of Buyer’s signature hereon, whether assessed or not, and previous years’ taxes, will be paid  
700 before Closing by Seller, at Closing from the proceeds of this transaction, or from any other source.

701 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**  
702 **WITHHOLDING.**

703 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
704 to be paid at Closing, except as otherwise provided herein. However, if Buyer’s loan specified in § 4.5.3. (Loan Limitations) prohibits  
705 Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

706 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  **Buyer**  **Seller**  
707  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.

708 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to  
709 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees  
710 associated with or specified in the Status Letter will be paid as follows:

711 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association’s Status Letter must be paid by Seller.

712 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by  **Buyer**  **Seller**  **One-Half by Buyer**  
713 **and One-Half by Seller**  **N/A**.

714 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other  
715 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by  **Buyer**  **Seller**  **One-Half by**  
716 **Buyer and One-Half by Seller**  **N/A**.

717 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by   
718 **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A**.

719 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  Buyer  Seller  One-Half by  
720 Buyer and One-Half by Seller  N/A.

721 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
722  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

723 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
724 such as community association fees, developer fees and foundation fees, must be paid at Closing by  Buyer  Seller  
725  One-Half by Buyer and One-Half by Seller  N/A.

726 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
727 \$ **50.00** for:

728  Water District/Municipality  Water Stock  
729  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_  
730 and must be paid at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

731 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
732 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

733 **15.9. FIRPTA and Colorado Withholding.**

734 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
735 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for  
736 the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  **IS** a foreign  
737 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign  
738 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
739 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
740 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
741 if an exemption exists.

742 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
743 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
744 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
745 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
746 tax advisor to determine if withholding applies or if an exemption exists.

747 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

748 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

749 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes  
750 for the year of Closing, based on  **Taxes for the Calendar Year Immediately Preceding Closing**  **Most Recent Mill Levy**  
751 **and Most Recent Assessed or Actual Valuation per the county assessor**, adjusted by any applicable qualifying seniors property tax  
752 exemption, qualifying disabled veteran exemption or  **Other** \_\_\_\_\_.

753 **16.1.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued**. At Closing, Seller will transfer or credit  
754 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
755 writing of such transfer and of the transferee's name and address.

756 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and \_\_\_\_\_.

757 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

758 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
759 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all  
760 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments  
761 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing  
762 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of  **Buyer**   
763 **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of  
764 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in  
765 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current  
766 regular assessments and **N/A**. Association Assessments are subject to change as provided in the  
767 Governing Documents.

768 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,  
769 subject to the Leases as set forth in § 10.6.1.1. If the parties have executed a Post-Closing Occupancy agreement, such agreement  
770 will control Possession Date and Possession Time.

771 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally  
772 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **200.00** per day (or any part of a day  
773 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may

774 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

775 **GENERAL PROVISIONS**

776 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
777 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition  
778 existing as of the date of this Contract, ordinary wear and tear excepted.

779 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
780 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
781 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
782 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on  
783 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect  
784 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
785 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
786 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
787 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
788 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
789 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
790 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
791 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

792 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
793 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
794 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
795 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
796 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
797 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
798 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the  
799 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
800 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
801 Closing.

802 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
803 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
804 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's  
805 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
806 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
807 of the Property or Inclusions. Such credit will not include relocation benefits or expenses or exceed the Purchase Price.

808 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
809 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

810 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
811 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination  
812 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal  
813 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded  
814 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be  
815 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must  
816 be complied with.

817  
818  
819 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
820 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored  
821 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party  
822 has the following remedies:

823 **20.1. If Buyer is in Default:**

824  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
825 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the  
826 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat  
827 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

828 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may

829 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that  
830 the Earnest Money specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is  
831 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to  
832 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

833 **20.2. If Seller is in Default:**

834 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case  
835 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.  
836 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after  
837 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance  
838 or damages, or both.

839 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
840 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or  
841 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such  
842 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this  
843 Contract are reserved and survive Closing.

844 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
845 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
846 reasonable costs and expenses, including attorney fees, legal fees and expenses.

847 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and the dispute not resolved,  
848 the parties must first proceed, in good faith, to mediation before proceeding to arbitration or litigation. Mediation is a process in  
849 which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot  
850 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in  
851 writing. A party requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26. The  
852 parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate,  
853 unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date of written notice requesting  
854 mediation. Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property,  
855 before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise  
856 agreed.

857 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
858 Money following receipt of written mutual instructions (e.g., Earnest Money Release form), signed by both Buyer and Seller. In the  
859 event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest  
860 Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2)  
861 interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover  
862 court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless  
863 Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case  
864 number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money  
865 Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit  
866 and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the  
867 Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of  
868 this Contract.

869 **24. TERMINATION.**

870 **24.1. Right to Terminate.** If a party has a right to terminate as provided in this Contract (Right to Terminate), the  
871 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
872 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
873 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
874 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified  
875 in the Contract is ineffective and does not terminate this Contract.

876 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely  
877 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

878 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
879 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
880 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms

881 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
882 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
883 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

884 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

885 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
886 § 26.2. and § 26.3. and is effective when physically received by such party, any individual named in this Contract to receive  
887 documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery  
888 after Closing must be received by the party, not Broker or Brokerage Firm).

889 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
890 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
891 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
892 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

893 **26.3. Electronic Delivery.** Electronic Delivery of documents may be delivered by: (1) email at the email address of the  
894 recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents,  
895 or (3) facsimile at the facsimile number (Fax No.) of the recipient.

896 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
897 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
898 located in Colorado.

899 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
900 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
901 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and  
902 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
903 copies taken together are deemed to be a full and complete contract between the parties.

904 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited  
905 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**  
906 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**  
907 **Diligence and Source of Water.**

908 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as  
909 follows:

910  **29.1.** *N/A* % of the Purchase Price or \$ *N/A* by Seller. Buyer's brokerage firm is an intended third party  
911 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is  
912 paying on behalf of Buyer elsewhere in this Contract.

913  **29.2.** \_\_\_\_\_ % of the Purchase Price or \$ \_\_\_\_\_ by Buyer pursuant to a separate agreement between Buyer and  
914 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

915  **29.3.** *N/A* % of the Purchase Price or \$ *N/A* by a separate agreement between Buyer's brokerage firm and  
916 Seller's brokerage firm.

917 

<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
--

918 **30. ADDITIONAL PROVISIONS.** The following additional provisions have not been approved by the Colorado Real  
919 Estate Commission:

920 *1. Upon MEC, Sellers will immediately notify the existing tenant per Colorado law (91 days notice required) that the lease will be terminated prior to Closing. Should the tenant refuse to vacate, Seller will begin eviction proceedings. In this event, Buyer and Seller agree to extend the Closing up to 180 days until the tenant has vacated the property. In the event the tenant has not vacated after the extension of 180 days, and another extension has not been mutually agreed upon, at the option of the Buyer, this contract shall terminate and the Earnest Money shall be returned to the Buyer.*

*2. Buyer is hereby informed that the Property is being sold in its "AS-IS" present/existing condition, subject to Paragraph 10 including Paragraph 10.3.1. Seller will make no repairs or modifications to the Property resulting from the Buyer's inspection pursuant to the contract.*

3. Should Seller exercise the option, Buyer agrees to Cooperate with Seller to achieve a 1031 tax deferred exchange at no cost to the Buyer.

4. Seller is a licensed real estate broker in the State of Colorado. Buyer acknowledges that the listing broker is the daughter of the Seller.

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930 **31. OTHER DOCUMENTS.**

931 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

932  **31.1.1. Post-Closing Occupancy Agreement** . If the box is checked, the Post-Closing Occupancy  
933 Agreement is a part of this Contract.

934 *N/A*

935  
936  
937

938 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

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940  
941

**SIGNATURES**

942  
943

Buyer's Name: *Town of Wellington*

Buyer's Signature *Town of Wellington* \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

944 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: *Ludwig L Kinzli Revocable Trust*

Seller's Signature Ludwig L Kinzli Revocable Trust Date \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Seller's Name: Linda S Kinzli Revocable Trust

Seller's Signature Linda S Kinzli Revocable Trust Date \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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946

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

**A. Broker Working with Buyer**

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a  **Buyer's Agent**  **Transaction-Broker** in this transaction.

**Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in § 29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature: Date

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

---

**B. Broker Working with Seller**

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a  **Seller's Agent**  **Transaction-Broker** in this transaction.

**Customer**. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other**\_\_\_\_\_.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: *RE/MAX Alliance-Wellington*  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: *Kareen Kinzli Larsen*  
Broker's License #: *40018369*

\_\_\_\_\_  
Broker's Signature: Date

Address: *4006 Cleveland Ave, PO Box 157*  
*Wellington, CO 80549*  
Phone No.: *(970) 206-8343*  
Fax No.: \_\_\_\_\_  
Email Address: *kareen@kareenlarsen.com*

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# Board of Trustees: Purchase Land Adjacent to Centennial Park for Future Park Expansion and Improvements

March 24, 2026

Presentation: Cody Bird, Planning Director and Billy Cooksey, Parks  
and Recreation Director





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## Property Opportunity

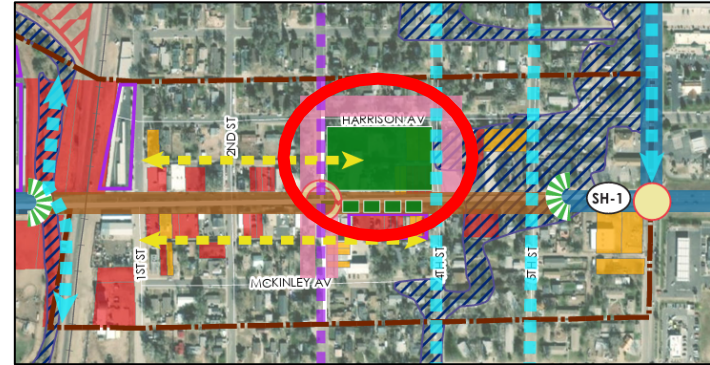
- The Town was made aware of an opportunity to consider purchasing a property adjacent to Centennial Park.
- The owner of the property is a willing seller, and desires to cooperate with the Town for the sale of the property.
- The property is in a strategic position for expansion and improvements to Centennial Park, making it a desirable acquisition for the Town.
- Expansion and improvements to Centennial Park is supported by adopted Town plans.



# Connection with Comprehensive Plan

- Vibrant & Historic Downtown Goals & Strategies
  - DT 1.6. Explore redevelopment of Centennial Park as a central meeting place for community wide events and activities and ensuring the involvement from a variety of Town stakeholders including the Main Street Program, Wellington Chamber of Commerce, Farmer's Market, Downtown Residents, Downtown Businesses and Daycares, Boys & Girls Club, and others.
- A Centennial Park Concept Design was created in 2015 that envisioned the park being the entire block. Future coordination will be needed to finalize a concept design.

Downtown Opportunities Map



## THE FUTURE OF CENTENNIAL PARK AS ENVISIONED BY THE PARKS ADVISORY BOARD

Centennial Park should provide a pavilion or stage for events and performances; include power, utilities, and accessible restrooms for events; consider a tree replacement program; integrate active recreation at appropriate location(s) within the park; relocate skate park and basketball court; consider expanding park iff/when private parcels become available for acquisition; and integrate junctional playgrounds and art throughout the park.

## COMMUNITY VOICES

- "Flashing lights by the new crosswalk signs."
- "Our Downtown should expand out and south on SH-1."
- "Assess impacts of power being one-phase in Downtown"
- "... Accommodate for rain runoff during heavy rain events to help businesses Downtown from flooding."
- Allow and promote for "a little bit later closing time for the businesses. More of a chance to pull more people in for more cash flow for the businesses..."
- "Maintain Centennial Park as an open space."

# Connection with 2015 Parks and Trails Master Plan

- 2015 Parks and Trails Master Plan
  - “Future consideration of a new skate park and other amenities at Boxelder Creek Trail Open Space could allow for space at Centennial Park to be repurposed into community gathering or special event space along Cleveland Ave.”



3 Farmers Market at Centennial Park



20 Halloween at Centennial Park



21 Skate Park at Centennial Park

# Centennial Park Uses in 2025

## 25 Total Community Events and 5 Private Rentals:

- St. Paddy's Parade and Festival
- Bicycle Colorado Time Trial
- 10 Main Street Markets
- 2 Movies in the Park
- 4<sup>th</sup> of July
- Oktoberfest
- Cereal Box Concert
- Shop Small Saturday: Petting Zoo
- Brewfest
- Veteran's Day Celebration
- WMHS Football Booster Rally



# 2025-2026 PROST Master Plan Findings

## Level of Service Findings:

- Centennial Park Condition: Fair
  - Lack of accessible access from Downtown
- 1.2.5 Community Use and Accessibility
  - “Parks should support community events with electrical access, accessible transportation options, drinking water, restrooms, flexible gathering spaces, and ADA-compliant facilities.”
  - “While the Town delivers great services, the limited spaces available for park and recreation activities will require thoughtful reinvestment, space optimization, and adaptation to ensure existing assets remain relevant, flexible, and financially sustainable as the community grows and demographics evolve.”

## Field Atlas Findings:

- Location Score of 33.6/100
- Aging amenities, lack of access from Cleveland Ave., small but used space for events and gatherings
- Mediocre “Neighborhood” and “Community” scores

# 2025-2026 PROST Master Plan Findings (continued)

## Statistically Valid Survey

- 77% of respondents indicated “Special Events” as their highest need in Recreation Programming – the largest need of all 22 categories
- 23% of respondents indicated both “Large Community Parks” and “Shade and Trees” as the **Most Important** to their household – joint fourth most from all categories
- An estimated 3,102 households have a need for “Special Events” – the largest need of all 22 categories
- 35% of respondents selected “Special Events” as the **MOST IMPORTANT** Recreation Program in the Town of Wellington – joint top of all 22 categories
- An estimated 2,239 household’s needs for “Outdoor park pavilion and shaded areas” were either **Not Met** or **Partially Met** – second most in all 22 categories
- 78% of all respondents replied **Very Important** for the Town to provide high quality parks, open spaces, trails, facilities and programs

# Connection with Strategic Plan

## Cultivate Community Spaces

Goal 1	Align needs and vision for community spaces.
Goal 2	Explore creating a community center.
Goal 3	Retain, revitalize, and invest in meeting and gathering spaces.
Goal 4	Increase revenues for town facilities.



### Vision Statement

Welcome to Wellington, where deep-rooted values and a rich heritage unite to forge paths that honor our past, ignite a legacy of unity, and create a welcoming community for all.

### Mission Statement

Our mission is to provide outstanding municipal services for our community of today and tomorrow.



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## Funding Sources

- Funding is available from funds that are restricted for park land acquisition, modifications, and improvements:
  - Restricted Funds from fee-in-lieu of park dedications
  - Conservation Trust Fund
- Purchase is recommend as a cash close using a combination of the above funding sources.



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## Staff Recommendation

- Authorize the Town Administrator to proceed with executing the contract for purchase of real property.
- Proceed with necessary due diligence activities and expenditures.
- Close the purchase of the property.
- Removal of existing structures and existing vegetation.
- Restore the site to open space.

# Motion Recommendation

Move to adopt Resolution No. 07-2026 a Resolution Approving a Contract to Buy and Sell Real Estate for the Acquisition of Property for Expansion, Modification and Improvement of Centennial Park and Authorizing the Town Administrator to Execute the Contract and Related Documents.



## Board of Trustees Meeting

**Date:** March 24, 2026

**Subject:** Public Hearing for and Consideration of Resolution No. 08-2026 A Resolution Adjusting Appropriations of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2026, and Ending on December 31, 2026, and Authorizing Expenditure of Restricted Funds

- **Presentation:** Nic Redavid, Finance Director | Town Treasurer, and Billy Cooksey, Parks and Recreation Director

### **EXECUTIVE SUMMARY**

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Resolution No. 08-2026 is proposed to appropriate funds in the budget of fiscal year 2026 to allow for purchase of real estate adjacent to Centennial Park. The funds will be made available for performing the required due diligence for the property acquisition, purchase price for the property, title and closing costs, and will also include funds for property clean-up and restoration for public park and open space purposes. This action will also authorize the use of restricted funds to fund the new appropriation.

Public notice, as required by CRS 29-1-106, of the proposed adjustment to the budget for fiscal year 2026 will be published in the Coloradoan on March 22, 2026.

### **BACKGROUND / DISCUSSION**

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This action is related to Resolution No. 07-2026 approving a Contract to Buy and Sell Real Estate. Additional details related to the property purchase is included in the agenda item for Resolution No. 07-2026.

In addition to the purchase of the property, the Town will be conducting property clean-up, modifications, and maintenance activities for the expansion and improvement of Centennial Park.

### **CONNECTION WITH ADOPTED MASTER PLANS**

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This action supports the goals and strategies outlined in the Board of Trustee's 2025-2029 Strategic Plan, the Town's Comprehensive Plan and the 2015 Parks and Trails Master Plan, as outlined below:

#### 2025-2029 Strategic Plan

- Cultivate and Nurture Community Spaces – Retain, Revitalize and Invest in meeting and gathering spaces

#### 2021 Comprehensive Plan

- Vibrant and Historic Downtown, DT.1.5: Plan for improvement and development of parks and green space to increase social gathering places.
- Vibrant and Historic Downtown, DT.1.6: Explore redevelopment of Centennial Park as a central meeting place for community wide events and activities.

#### 2015 Parks and Trails Master Plan



- Future consideration of a new skate park and other amenities at Boxelder Creek Trail Open Space could allow for space at Centennial Park to be repurposed into community gathering or special event space along Cleveland Avenue.

## **FISCAL IMPLICATIONS**

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The Park Fund accepted an \$87,500 fee-in-lieu of park dedication on February 29, 2024, from SH of Colorado Inc., authorized by the Second Amendment to Memorandum of Agreement for Public Improvements – Sage Meadows Subdivision. These restricted funds are to be used solely for the acquisition of open space sites and land areas by the Town, per Wellington Municipal Code, Section 15-5-60. Additionally, Conservation Trust Fund dollars from the Colorado Department of Local Affairs are received quarterly by the Town, and the fund balance as of December 31, 2025, is \$1.57 million. Colorado Revised Statutes 29-21-101 (4) stipulate eligible expenditures of these funds to include acquisition, development, and maintenance of public sites. Resolution No. 08-2026 obligates the full fee-in-lieu of park dedication and authorizes transfers of Conservation Trust Fund dollars to reimburse eligible expenses up to \$362,500, for a total of \$450,000, for the acquisition and development of real estate adjacent to Centennial Park as adopted by Resolution No. 07-2026. As these funds are restricted in the Park Fund and Conservation Trust Fund, expenditure of funds will not impact the budget of fiscal year 2026.

## **STAFF RECOMMENDATION**

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Staff recommends adoption of Resolution No. 08-2026 to make available funds for expenditure on a new capital improvement project — Centennial Park Expansions, Modifications, and Improvements in the Town's budget of fiscal year 2026.

## **MOTION RECOMMENDATION**

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Option 1: I move to adopt Resolution No. 08-2026 A Resolution Adjusting Appropriations of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2026, and Ending on December 31, 2026, and Authorizing Expenditure of Restricted Funds.

Option 2 if Resolution No. 7-2026 is not adopted: I move to deny Resolution No. 8-2026

## **ATTACHMENTS**

1. Resolution No. 08-2026

TOWN OF WELLINGTON  
RESOLUTION NO. 08-2026

A RESOLUTION ADJUSTING APPROPRIATIONS OF THE TOWN OF WELLINGTON, COLORADO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING ON DECEMBER 31, 2026, AND AUTHORIZING EXPENDITURE OF RESTRICTED FUNDS

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, approved the budget for the fiscal year beginning January 1, 2026, and ending on December 31, 2026, by Resolution No. 50-2025 on November 18, 2025; and

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, desires to adjust appropriations for fiscal year 2026; and

WHEREAS, Wellington Municipal Code, Section 15-5-60, states, “A developer of property may, with approval by the Board of Trustees, pay fee-in-lieu of park dedication... for the acquisition of open space sites and land areas by the Town;” and

WHEREAS, the Second Amendment to Memorandum of Agreement for Public Improvements – Sage Meadows Subdivision states, “The Town, following recommendation from the Planning Commission and Parks Advisory Board, agrees to accept a fee-in-lieu of land dedication... in the amount of \$87,500,” paid by SH of Colorado Inc. to the Town on February 29, 2024; and

WHEREAS, the Town receives quarterly payments from the Colorado Department of Local Affairs of Conservation Trust Fund dollars to be used for acquisition of property for parks, development and construction on the newly acquired park, and maintenance of public sites including planting and removing trees, plants, grass, etc.; and

WHEREAS, appropriating restricted funds in Wellington’s Conservation Trust Fund for a capital improvement project in the Park Fund ensures project completion without impacting the Park Fund’s estimated ending fund balance;

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

Section 1. The following adjustments to appropriations for the Town of Wellington, Colorado are hereby made for the fiscal year beginning January 1, 2026, and ending December 31, 2026.

Account	Account Title	Approved Budget FY2026	Budget Appropriation Adjustment	Adjusted Budget FY2026
New 210-80-5730	Centennial Park Expansions, Modifications, and Improvements	-	\$450,000	<b>\$450,000</b>

Section 2. The fee-in-lieu of park dedication paid by SH of Colorado Inc. to the Town on February 29, 2024, in the amount of \$87,500, be obligated to fund the purchase of property as adopted by Resolution No. 07-2026.

Section 3. Funds in the amount of no more than \$362,500 are authorized to be transferred from Wellington's Conservation Trust Fund to the Park Fund to reimburse eligible expenses, per C.R.S. 29-21-101 (4), related to the acquisition, development, and construction of property as adopted by Resolution No. 07-2026.

Upon a motion duly made, seconded, and carried, the foregoing Resolution was adopted this 24th day of March 2026.

TOWN OF WELLINGTON, COLORADO

By: \_\_\_\_\_  
Calar Chaussee, Mayor

ATTEST:

\_\_\_\_\_  
Hannah Hill, Town Clerk



## Board of Trustees Meeting

**Date:** March 24, 2026

**Subject:** Public Hearing for Ordinance No. 03-2026 Considering Approval of Minor Subdivision of Outlot A, Wellington Downs Subdivision

- **Presentation:** Brittany Lenoir, Planner III, and Cody Bird, Planning Director

### EXECUTIVE SUMMARY

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Morgan Kidder, representing Wellington Downs Investments, LLC, is requesting a minor subdivision for a replat of Outlot A of the Wellington Downs Subdivision PUD. The subject site is located at 4101 Jefferson Avenue and is approximately 1.30 acres (56,648 square feet). The minor subdivision for the replat is needed to make the lot ready for development and to establish easements for a proposed residential development.

The Planning Commission held a public hearing on March 2, 2026 to consider the minor subdivision and voted to forward a recommendation of approval to the Board of Trustees based on the Findings for Approval included in the staff report. At the same meeting, the Planning Commission also considered, and voted to approve a Site Development Plan for a proposed residential development on the site consisting of two six-plex structures and one eight-plex structure totaling 20 new residential apartment units.

The Board of Trustees conducts a public hearing when evaluating minor subdivision requests. This agenda is for the public hearing only. Following the close of the public hearing, there is a separate agenda item for action on the minor subdivision request.

### BACKGROUND / DISCUSSION

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#### Minor Subdivision Process and Findings for Approval:

- The applicant is seeking approval of a minor subdivision to replat Outlot A of Wellington Downs Subdivision PUD, following a positive recommendation from the Planning Commission at the March 2, 2026 Planning Commission meeting.
- A minor subdivision is needed to replat Outlot A of Wellington Downs Subdivision PUD to make it a developable lot.
- The application was determined to be complete. Town staff reviewed all submitted documents.
- The minor subdivision is reviewed pursuant to the following Findings for Approval (Land Use Code Section 15-2-160(d)):
  1. The minor subdivision is consistent with the Comprehensive Plan and the intent stated in this Land Use Code.
  2. The minor subdivision meets the intent of the zone district in which it will be located and all criteria and regulations specified in that zone district, including but not limited to minimum lot size and setbacks.
  3. The minor subdivision does not result in new or increased nonconformities.
  4. The minor amendment mitigates, to the maximum extent possible, any negative impacts on existing and planned public facilities in surrounding neighborhood.
  5. The minor amendment has no effect on the conditions applied to the approval of the plat and does not violate any requirement of the Code.

6. The administrative plat is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for these areas (e.g., The Comprehensive Plan, specific area plans like a Downtown Corridor Study, etc.)
- Notice of the required public hearings for both the Planning Commission and Board of Trustees was provided for the minor subdivision plat consideration. Notice was published in the Fort Collins Coloradoan, all owners of property within five hundred feet of the subject property and all property owners within the Wellington Downs Subdivision were sent notices in the mail, and a sign advertising the public hearing was posted on-site fifteen days prior to the Planning Commission meeting and has been displayed continuously through the Board of Trustees meeting.
  - Town Planning Department staff received one request for information on the outcome of the Planning Commission meeting from a Wellington Downs resident. The resident brought up topics including water, density, and building separation. Staff provided the Planning Commission report which included the proposed project plans.
  - The Board of Trustees will need to consider testimony presented during the public hearing.
  - Following the public hearing, the Board of Trustees may make one of the following decisions:
    1. Approve the plat for the minor subdivision;
    2. Approve the plat for the minor subdivision with conditions;
    3. Deny the minor subdivision application.
  - If approved, minor corrections to line work or labeling that are in substantial compliance with the approved plat, and updates for proper signatories may be necessary prior to final signatures and recording.

### **Planning Commission Recommendation and Site Plan Review**

- The plat was reviewed by the Planning Commission at a public hearing on March 2, 2026.
- At that same meeting, the Planning Commission also considered an application for site plan review for a new residential apartment development.
- The Planning Commission is the approving body for site plan applications.
- The residential development consists of three apartment buildings containing one-bedroom and two-bedroom multi-family units totaling 20 residential units. The scope of work also consists of site improvements, including new landscaping, an on-site parking lot, improved trail connections, site lighting, and open space.
- The Planning Commission discussed the open space layout and parking lot configuration. Following public comments and deliberation, the Planning Commission voted 5-0 to approve the site plan.
- The Planning Commission evaluated the site plan in accordance with the Municipal Code, Section 15-2-120, using the Findings for Approval, and found that the project meets all Findings, subject to conditions of approval to address street lighting, electric vehicle (EV) charging pedestal location, engineering design plans and modifications, and fire line designs.
  - An excerpt of the project plans approved by the Planning Commission is included with this report to illustrate the residential development. The site plans do not require review by the Board of Trustees, but are helpful in understanding the site relationships for consideration of the minor subdivision plat.
  - The applicant has communicated to staff that they are meeting or exceeding all applicable conditions of approval for the site plans approved by the Planning Commission. Final site plans with the required revisions will be submitted to staff for acceptance by the Town.
- The Planning Commission forwarded a recommendation for approval of the minor subdivision to replat Outlot A of Wellington Downs Subdivision PUD.



- The Planning Commission adopted the attached Findings for Approval for the Minor Subdivision and has forwarded its findings to the Board of Trustees along with its recommendation to approve the replat of Outlot A, Wellington Downs Subdivision PUD.
- The Board of Trustees may choose to adopt the Planning Commission’s Findings for Approval or may make its own Findings.

## **CONNECTION WITH ADOPTED MASTER PLANS**

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This action supports the goals and strategies outlined in the Board of Trustee's 2025-2029 Strategic Plan, the Town's Comprehensive Plan and the Town's Housing Needs & Affordability Assessment, as outlined below:

### 2025-2029 Strategic Plan

- Grow Responsibly – Improve housing diversity
- Grow Responsibly – Advance cohesive and holistic new developments

### 2021 Comprehensive Plan

- Facilities & Programs Strategy, F&P 2.3: Require new development to demonstrate how they will connect to and improve the existing network for active transportation, vehicular traffic, open space and parks, and essential infrastructure for water, wastewater, and stormwater.

### Housing Needs and Affordability Assessment

- 2030 Goal: Issue permits for 800 residential units (based on projected household demand for 2030), of which 20% or more are multi-family or single-family attached.

## **FISCAL IMPLICATIONS**

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Approval of the minor subdivision for a replat will allow the applicant to move forward with building permits for the associated residential development of 20 multi-family apartment units. Property taxes and building material use tax collected from new development applications help fund essential Town operations and services. Impact fee revenues generated from new development helps fund Town infrastructure, streets, and parks necessitated by growth. Additionally, all infrastructure needed for the development is installed and paid for by the developer.

There is no direct cost to the Town associated with the minor subdivision approval to replat Outlot A of the Wellington Downs Subdivision PUD.

## **STAFF RECOMMENDATION**

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Conduct a public hearing to consider the proposed minor subdivision to replat Outlot A, Wellington Downs Subdivision PUD, evaluate the proposal using the Findings for Approval outlined in the Municipal Code, Section 15-2-160(d), and close the public hearing.

## **MOTION RECOMMENDATION**

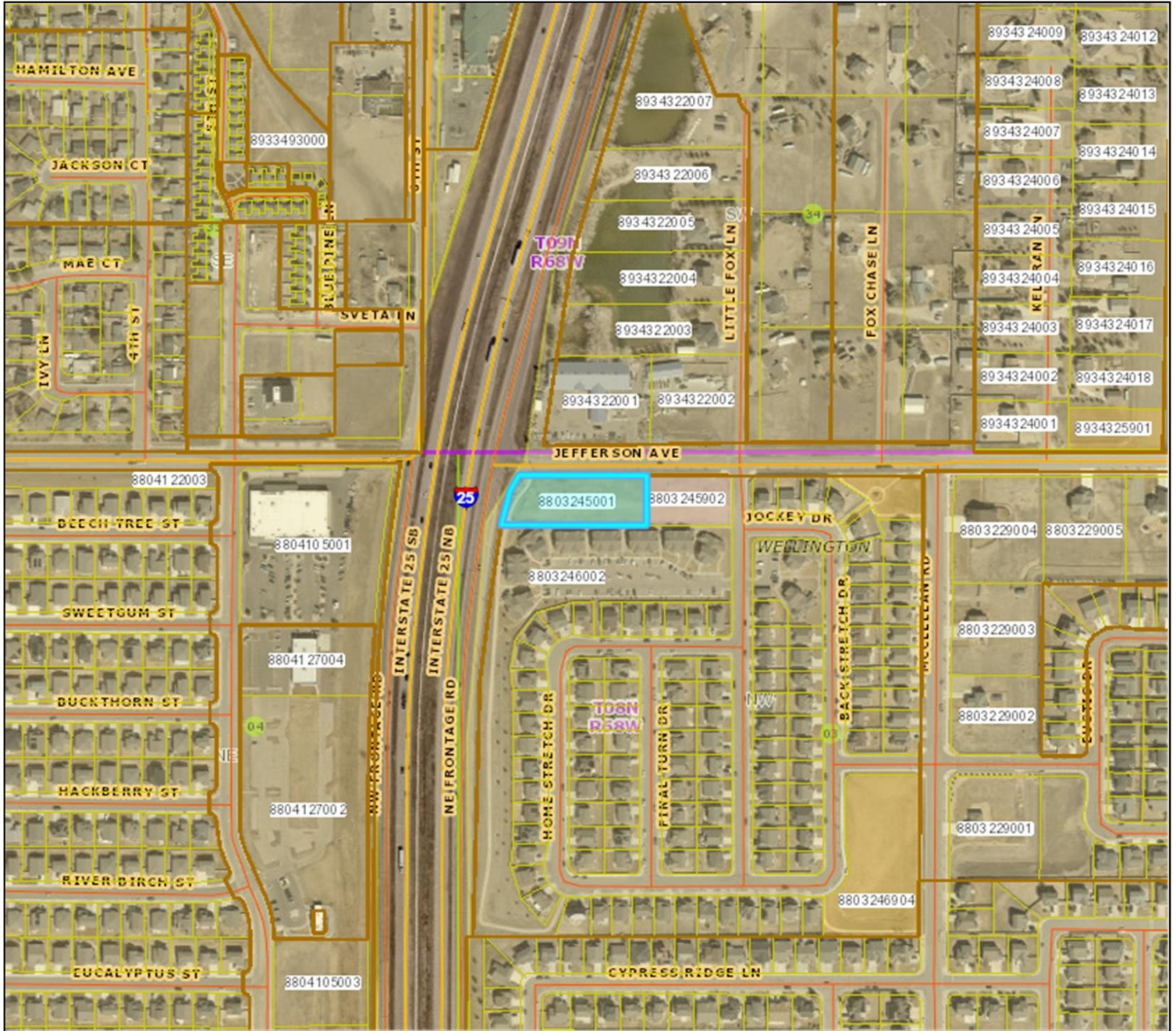
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N/A



## **ATTACHMENTS**

1. Location Map
2. Wellington Downs Outlot A Plat
3. Planning Commission Findings For Approval of Minor Subdivision
4. Excerpt of Development Plans
5. Presentation Slides



### Legend

- |   |  |   |
|---|--|---|
|  Subdivisions      |  Rocky Mountain National Park |  Other         |
|  Tax Parcels       |  Incorporated Areas           | 30969E146467N sid   |
|  Railroads         |  PLSS Township and Range      |  Red: Band_1   |
|  Major Road System |  PLSS Sections                |  Green: Band_2 |
|  Road System       |  PLSS Quarter Sections        |  Blue: Band_3  |

### Notes

0.1 0 0.1 Miles



Date Prepared: 2/10/2026 3:37:22 PM

Scale  
1 : 4,800



This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.

# WELLINGTON DOWNS SUBDIVISION P.U.D. REPLAT A

## BEING A REPLAT OF OUTLOT A, WELLINGTON DOWNS SUBDIVISION P.U.D., SITUATE IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M. TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

**LEGAL DESCRIPTION:**

A parcel of land situate in the Northwest Quarter of Section Three (3), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), and being more particularly described as follows:

Outlot A, Wellington Downs Subdivision P.U.D., as recorded August 11, 2016 at Reception No. 20160052866 of the Larimer County Clerk & Recorder, Town of Wellington, County of Larimer, State of Colorado

Said parcel contains 56,648 Square Feet or 1.300 Acres more or less by this survey.

**DEDICATION OF PUBLIC PROPERTY**

The owner of the real property described in this plat has caused the real property to be surveyed, laid out and subdivided under the name and style of WELLINGTON DOWNS SUBDIVISION P.U.D. REPLAT A, and does hereby sell, grant, dedicate and convey to the Town of Wellington in fee simple, free and clear of all liens and encumbrances, and set apart all of the streets, roads, alleys, easements and other public ways and places as shown on the accompanying plat to the use of the public forever. The owner shall be responsible for construction and maintenance of all improvements of said streets, alleys, easements, public ways and places, until acceptance of maintenance therefor by the Town as provided in the Wellington Municipal Code

**CERTIFICATE OF OWNERSHIP:**

I certify that Wellington Downs Investments, LLC, a Colorado limited liability company, is the owner of the property and hereby consents to this plat and joins in the conveyance and dedication of all streets, roads, alleys, easements, public ways, and places shown hereon.

OWNER: Wellington Downs Investments, LLC, a Colorado limited liability company

BY: \_\_\_\_\_ AS: \_\_\_\_\_

**NOTARIAL CERTIFICATE**

STATE OF COLORADO)

ss

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my Hand and Official Seal.

Notary Public

My commission expires: \_\_\_\_\_.

**LIENHOLDERS**

By: \_\_\_\_\_ As: \_\_\_\_\_

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARIAL CERTIFICATE**

STATE OF COLORADO)

ss

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my Hand and Official Seal.

Notary Public

My commission expires: \_\_\_\_\_.

**PLANNING COMMISSION CERTIFICATE**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Town Planning and Zoning Commission, Wellington, Colorado

Chairman

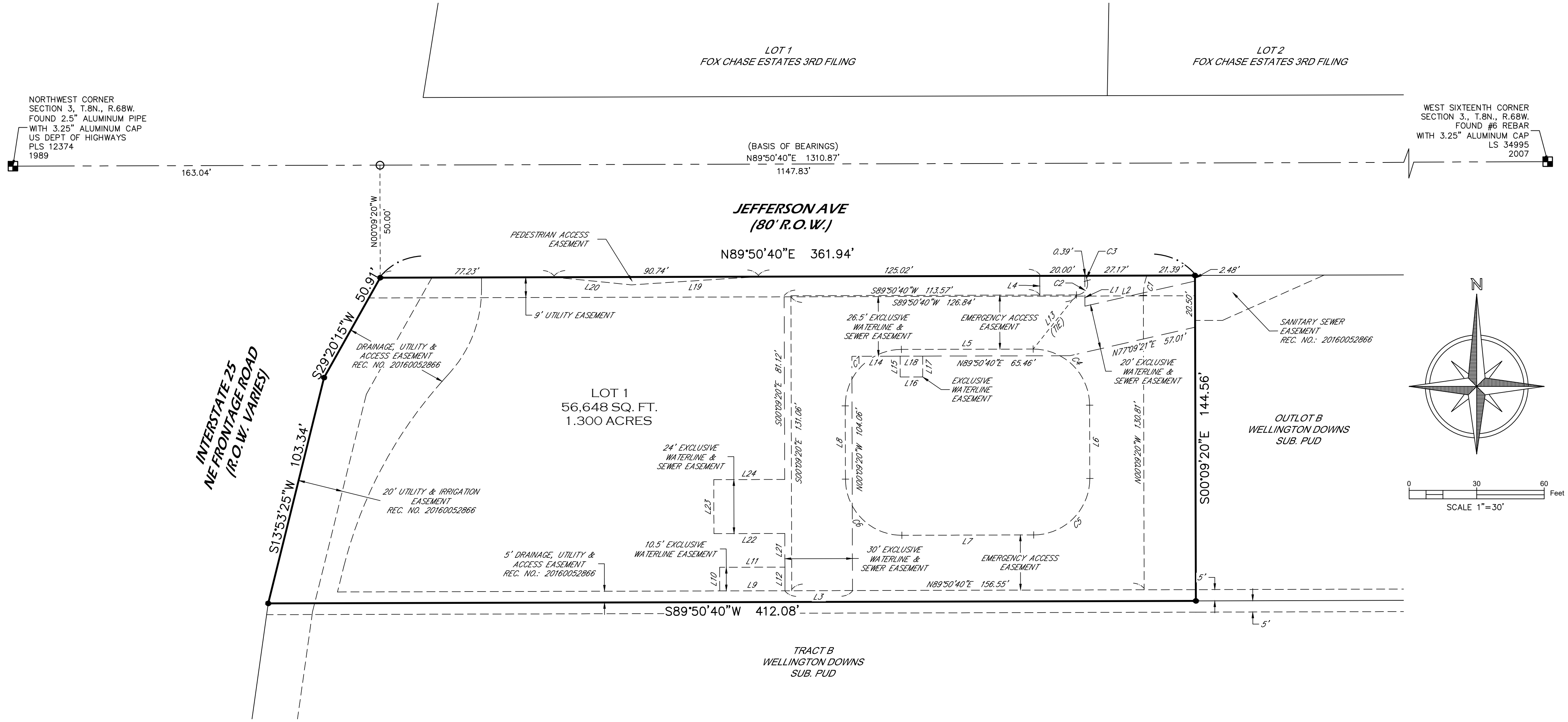
**BOARD OF TRUSTEES CERTIFICATE**

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, gutter, street lights, street signs and sidewalks shall be financed by others and not the Town.

Mayor

NORTHWEST CORNER SECTION 3, T.8N., R.68W. FOUND 2.5" ALUMINUM PIPE WITH 3.25" ALUMINUM CAP US. DEPT. OF HIGHWAYS FLS 12374 1989

WEST SIXTEENTH CORNER SECTION 3, T.8N., R.68W. FOUND #6 REBAR WITH 3.25" ALUMINUM CAP LS 34995 2007



**BASIS OF BEARINGS AND LINEAL UNIT DEFINITION**

Assuming the North line of the Northwest Quarter of the Northwest Quarter of Section 3, Township 8 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, as bearing North 89°50'40" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 1310.87 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

**EASEMENT NOTE**

Lot 1 is subject to the Easement Agreement recorded June 30, 2017 at Reception No. 20170043141

**NOTICE**

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

**TITLE COMMITMENT NOTE**

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 459-HS0852304-416, dated October 14, 2025, as prepared by Heritage Title Company to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

**SURVEYOR'S CERTIFICATE**

I, Steven Parks, a Colorado Licensed Professional Land Surveyor, do hereby state that this Subdivision Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon were found or set as shown, and that the foregoing Plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

LINE	BEARING	LENGTH
L1	S00°09'20"E	13.50'
L2	N77°09'21"E	50.17'
L3	N89°50'40"E	30.00'
L4	S00°09'20"E	9.00'
L5	S89°50'40"W	58.55'
L6	N00°09'20"W	32.56'
L7	N89°50'40"E	58.55'
L8	S00°09'20"E	32.56'
L9	N89°50'40"E	28.98'
L10	S00°10'02"E	10.50'
L11	S89°50'40"W	28.99'
L12	S00°09'20"E	10.50'
L13	N38°37'58"E	30.79'
L14	N89°50'40"E	21.44'
L15	S00°09'20"E	9.24'
L16	N89°50'38"E	10.00'
L17	N00°09'20"W	9.24'
L18	N89°50'40"E	10.00'
L19	N86°18'10"E	56.46'
L20	S84°21'28"E	34.54'
L21	S00°09'20"E	14.95'
L22	S89°50'40"W	31.50'
L23	N00°09'20"W	24.00'
L24	N89°50'40"E	31.50'

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	8.94'	25.00'	20°28'58"	8.89'	S10°05'08"W
C2	9.19'	5.00'	105°19'41"	7.95'	N37°10'49"E
C3	2.29'	25.00'	5°14'34"	2.29'	N18°06'18"W
C4	39.27'	25.00'	90°00'00"	35.36'	N45°09'20"W
C5	39.27'	25.00'	90°00'00"	35.36'	N44°50'40"E
C6	39.27'	25.00'	90°00'00"	35.36'	S45°09'20"E
C7	39.27'	25.00'	90°00'00"	35.36'	S44°50'40"W

**LEGEND**

- BOUNDARY LINE
- - - EASEMENT LINE
- - - SECTION LINE
- ALIQUOT CORNER AS DESCRIBED
- CALCULATED POSITION
- SET 24" OF #4 REBAR WITH 1" RED PLASTIC CAP LS 38348



PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC  
Colorado Licensed Professional Land Surveyor #38348



PROJECT NO: 2025337	PROJECT NAME: WELLINGTON DOWNS	REVISIONS:	DATE:
DATE: 10-16-2025	CLIENT: JOURNEY	REVISE EASEMENTS	2-6-26
DRAWN BY: SIP	FILE NAME: 20215377SUB	REVISE EASEMENTS	3-11-26
CHECKED BY: SIP	SCALE: 1" = 30'		

1

SHEET 1 OF 1



**Planning Commission Findings For Approval; March 2, 2026 Public Hearing;  
Minor Subdivision of Outlot A, Wellington Downs Subdivision PUD**

Staff Comments (Minor Subdivision):

The Findings for Approval for a minor subdivision are listed below (in **bold** text), along with Staff's recommendation for each finding (in regular text).

**Findings for Approval (Land Use Code Section 15-2-160(d)):**

- 1. The minor subdivision is consistent with the Comprehensive Plan and the intent stated in this Land Use Code.**
  - The subject site is designated as Low Density Residential in the Comprehensive Plan and C-3, Mixed-Use Commercial, in the Land Use Code.
  - The replat for Outlot A of Wellington Downs Subdivision PUD will allow for the residential development, which is consistent with both the Comprehensive Plan and intent of the C-3 Zone District.
  - The minor subdivision will allow for residential development that meets the intent of both the Comprehensive Plan and Land Use Code.
  
- 2. The minor subdivision meets the intent of the zone district in which it will be located and all criteria and regulations specified in that zone district, including but not limited to minimum lot size and setbacks.**
  - The minor subdivision for the replat of Outlot A does not alter the originally approved lot layout or size. New easements are proposed to be established to support existing and proposed infrastructure needed to support the proposed residential development.
  - As outlined above in the site plan review Findings for Approval, the proposed development and replat will meet all lot size and setback requirements.
  
- 3. The minor subdivision does not result in new or increased nonconformities.**
  - The minor subdivision will not create new or increased nonconformities.
  - The replat of Outlot A will establish all necessary easements for the associated residential development, which will comply with all development standards of the C-3 Zone District.
  
- 4. The minor amendment mitigates, to the maximum extent possible, any negative impacts on existing and planned public facilities in the surrounding neighborhood.**
  - No negative impacts on the existing or planned public facilities have been identified with this proposal.
  - The replat of the subject site includes the establishment of new utility easements to ensure cohesive integration with the existing established system in the surrounding neighborhood.

- 5. The minor amendment has no effect on the conditions applied to the approval of the plat and does not violate any requirement of the Code.**
  - The replat for Outlot A will not have an effect on any conditions of approval for the plat of Wellington Downs Subdivision PUD.
  - The replat does not violate any requirements of the Code, including those codes that could affect uses, setbacks, lot size, or easements.
  
- 6. The administrative plat is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for these areas (e.g., The Comprehensive Plan, specific area plans like a Downtown Corridor Study, etc.).**
  - The replat to establish easements and convert this lot to a buildable lot will allow for the associated residential development.
  - The replat is consistent with the Wellington Housing Needs and Affordability Assessment. The Housing Needs Assessment 2030 Goals include issuing permits for 800 residential units, of which 20% or more are multi-family or single-family attached units. This replat and the associated development project will add 20 multi-family units to the Wellington housing stock. The apartments are proposed to be rental housing units, which is also identified in the Housing Needs and Affordability Assessment to be needed to meet rental unit demand.
  - This minor subdivision process for a replat is not being processed as an administrative plat. Section 15-2-160 of the Land Use Code for Minor Subdivision processes states an administrative review and approval, while the Procedures Table in Section 15-2-30 requires review by the Planning Commission and a decision by the Board of Trustees. Where there is a discrepancy in the Code, Section 1-2-20 states that the most restrictive definition or the definition with the higher standards shall govern.



**MATERIAL SCHEDULE**

FRONT:	STONE	472 sf
	HARDIBOARD	799 sf
BACK:	STONE	439 sf
	HARDIBOARD	365 sf
RIGHT:	STONE	411 sf
	HARDIBOARD	677 sf
LEFT:	STONE	436 sf
	HARDIBOARD	654 sf
TOTAL STONE		1758 sf = 41%
TOTAL HARDIBD		+ 2495 sf = 59%
TOTAL		4253 sf = 100%

**8 FRONT ELEVATION**  
1/8" = 1'-0"



**7 BACK ELEVATION**  
1/8" = 1'-0"



**6 RIGHT ELEVATION**  
1/8" = 1'-0"



**5 LEFT ELEVATION**  
1/8" = 1'-0"



PROJECT NUMBER:

**WELLINGTON  
DOWNS OUTLOT A  
6-PLEX**

IN ASSOCIATION WITH:

**SITE PLAN REVIEW**

Issued

No.	Description	Date
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Revisions

No.	Description	Date
1		
2		
3		

DRAWN BY:

CHECKED BY:

SEAL:

**BUILDING  
ELEVATIONS**

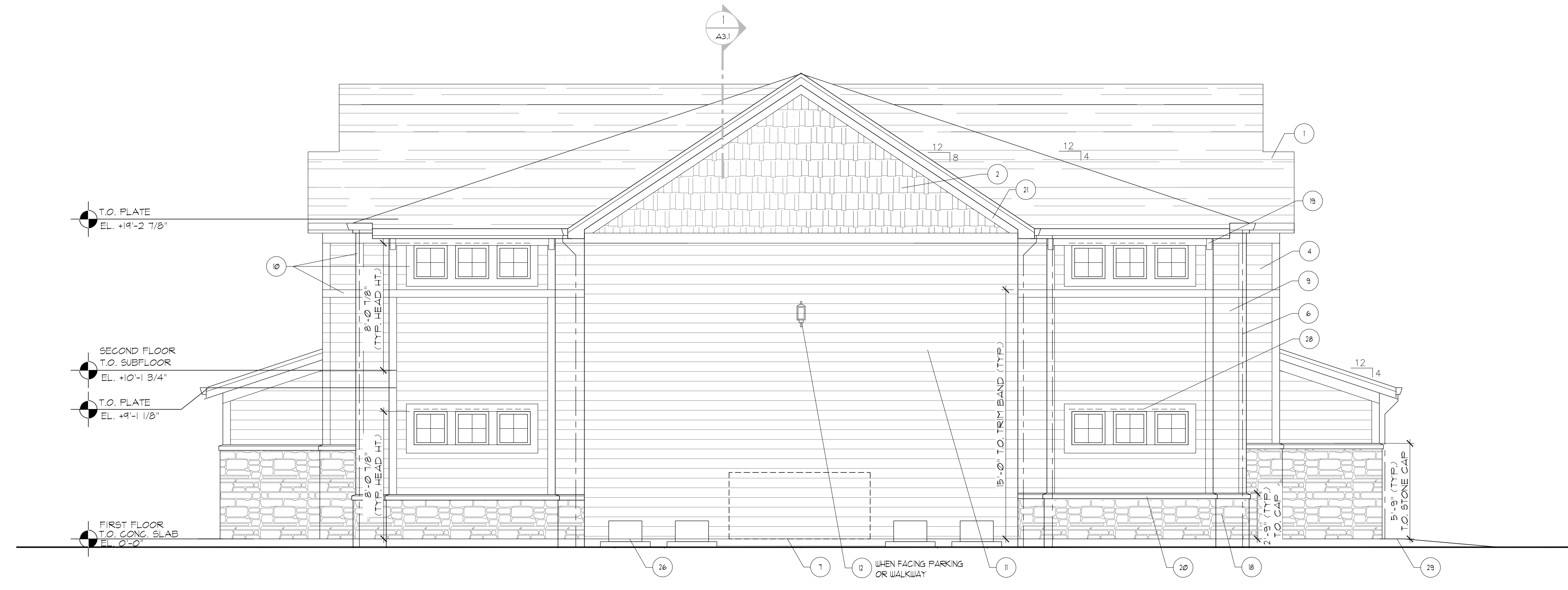
DRAWING NUMBER:

**ELEVATION KEYNOTES**

1. CLASS A ASPHALT SHINGLES
2. FIBER CEMENT SHAKE SIDING
3. RIDGE KITE
4. FIBER CEMENT LAP SIDING
5. GALVANIZED PAINTED GUTTER
6. GALVANIZED PAINTED DOWN SPOUT W/ PRE CAST CONCRETE SPLASH BLOCK, OR MIN. 4" EXTENSIONS
7. METER LOCATION - GAS AND ELECTRIC METERS AT OPPOSITE END OF THE BUILDING - RE: CIVIL
8. 1" x 8" FASCIA/ TRIM
9. 3-COAT STUCCO SIDING
10. 1"x6" FIBER CEMENT TRIM
11. FIBER CEMENT BOARD 4 BATTEN SIDING
12. SITE LIGHTING FIXTURE - SURFACE MOUNTED AT BUILDING RE: ELEC. PLANS
13. VINYL INSULATING WINDOWS, INSTALL PER AB3
14. INSULATING ENTRY DOOR
15. NOT USED
16. NOT USED
17. NOT USED
18. SYNTHETIC STONE VENEER
19. 4x8 BRACKET
20. CAST STONE CAP, RE: 3/A5.1
21. 1" x 9" FRIEZE
22. NOT USED
23. PATIO COLUMN DETAIL RE: 5/A5.1
24. NOT USED
25. 1/2" KITE TRIM @ GABLES, RE: 14/A5.1
26. A/C CONDENSER 4 CONC. PAD
27. NOT USED
28. PROVIDE FLASHING AND DRIP CAP OVER ALL DOORS, WINDOWS, AND AT ALL TRIM TRANSITIONS, RE: AB3
29. PROVIDE ACCESSIBLE ENTRANCE AT THIS LOCATION TO COMPLY WITH ACCESSIBILITY REQUIREMENTS LISTED ON COVER SHEET.

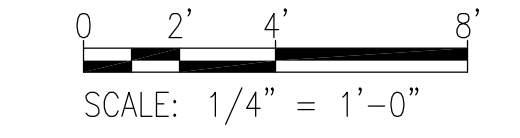


1 FRONT & REAR ELEVATIONS  
SCALE: 1/4" = 1'-0"



2 SIDE ELEVATIONS  
SCALE: 1/4" = 1'-0"

**DRAWING SCALES**



THIS STAMP IS INVALID WITHOUT AN ORIGINAL WET SIGNATURE

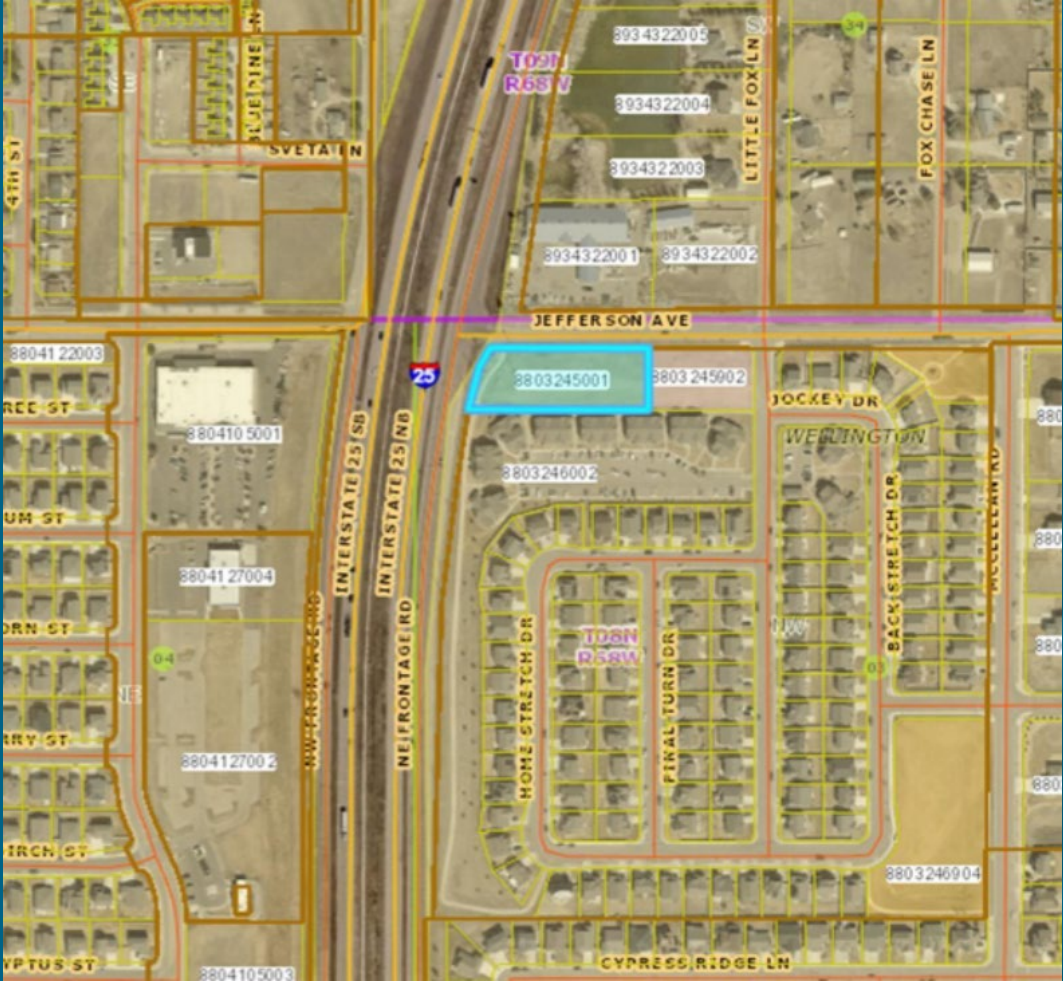
NO.	REVISION	RECORD	DATE	BY

JOB NO.:  
DRAWN:  
CHECKED:  
DESIGNER:  
ISSUE DATE:  
SHEET:



# Wellington Downs Minor Subdivision Plat

Brittany Lenoir, Planner III  
March 24, 2026 Board of Trustees Meeting



## Minor Subdivision Review Process

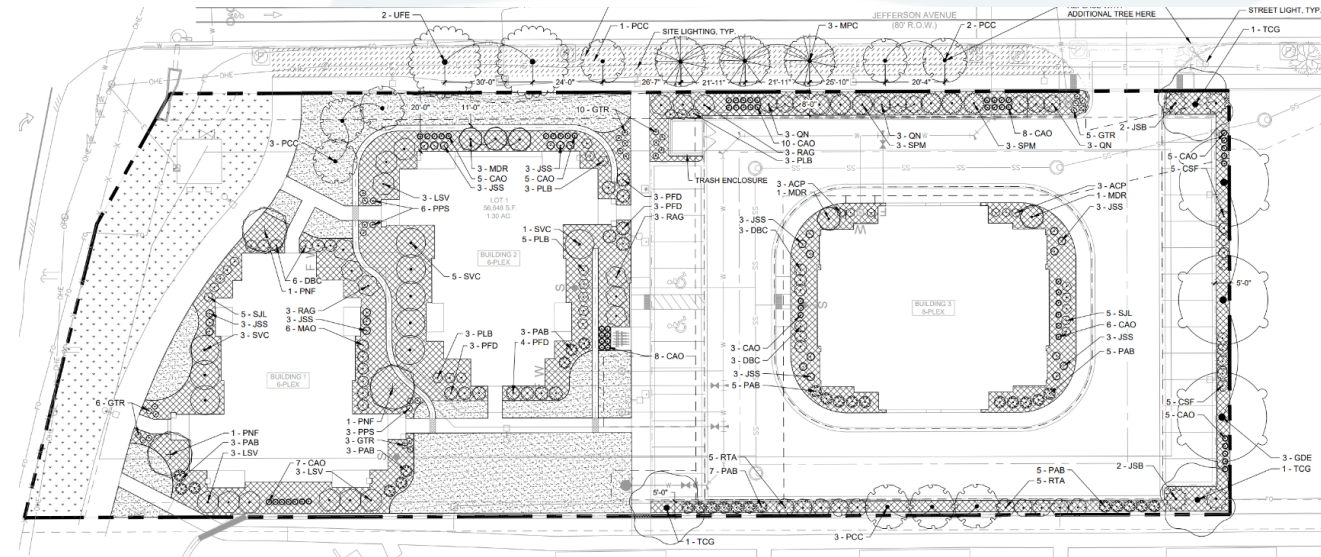
- The Minor Subdivision is for a replat of Outlot A, Wellington Downs Subdivision PUD.
- The Planning Commission adopted Findings for Approval for the Minor Subdivision and recommended approval to the Board of Trustees.
- The Board of Trustees will need to consider testimony presented during the public hearing.
- The Board of Trustees may make one of the following decisions:
  - Approve the plat for the minor subdivision;
  - Approve the plat for the minor subdivision, with conditions;
  - Deny the minor subdivision application.

## Findings For Approval – Minor Subdivision

- 1) The minor subdivision is consistent with the Comprehensive Plan and the intent stated in this Land Use Code;
- 2) The minor subdivision meets the intent of the zone district in which it will be located and all criteria and regulations specified in that zone district, including but not limited to minimum lot size and setbacks;
- 3) The minor subdivision does not result in new or increased nonconformities;
- 4) The minor amendment mitigates, to the maximum extent possible, any negative impacts on existing and planned public facilities in surrounding neighborhood;
- 5) The minor amendment has no effect on the conditions applied to the approval of the plat and does not violate any requirement of the Code; and
- 6) The administrative plat is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for these areas (e.g., The Comprehensive Plan, specific area plans like a Downtown Corridor Study, etc.).

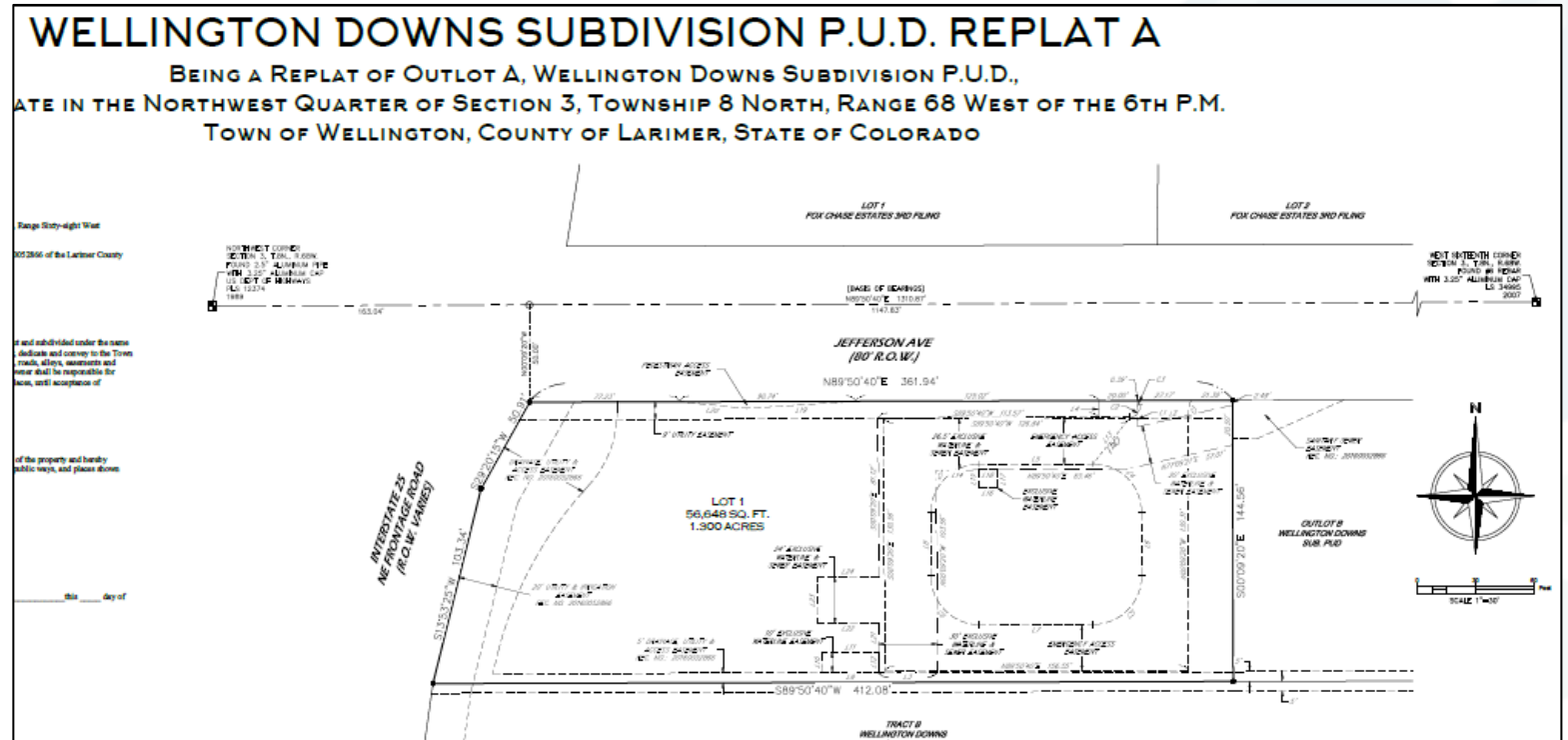
# Project Overview – Site Plan

- 4101 Jefferson Avenue - SE corner of Jefferson Ave. and I-25 East Frontage Rd
- 1.30 acres (56,648 square feet)
- Proposal to develop the site for 20 residential apartment units
- Site improvements include new landscaping, parking lot, open space, connection to surrounding parks and open space areas
- Project approved by the Planning Commission and meets required standards and regulations.



# Plat Layout

- The plat does not create nonconformities or negatively affect existing or planned public facilities.
- The plat meets criteria and regulations of the C-3 Zone District.
- The plat does not violate any requirements of the Code.



## Relationship to Comprehensive Plan and Land Use Code

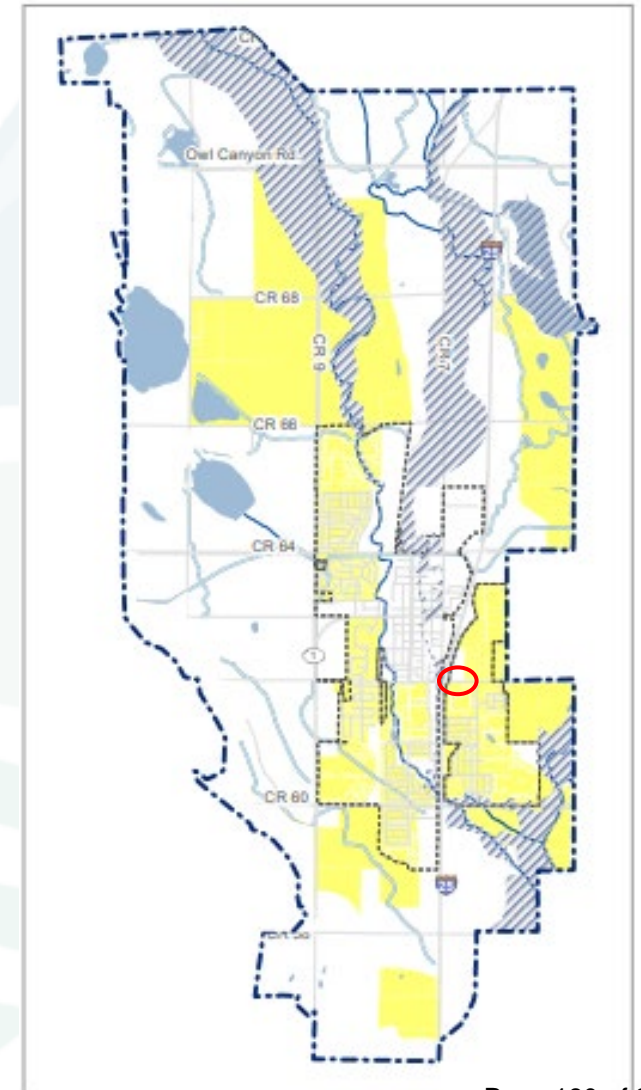
### Low Density Residential Designation

- The low-density residential designation is designed to emphasize lower density homes with connection to the Town's trail network and access to jobs, services, schools, and parks.

### C-3, Mixed-Use Commercial Zone District

- The C-3, Mixed-Use Commercial Zone District is intended for a wide range of community and regional retail uses, office and personal and business services, including multi-family housing.

### LOW DENSITY RESIDENTIAL



# Relationship to the Town of Wellington 2025-2029 Strategic Plan



## Grow Responsibly

Goal 1	Proactively maintain and improve utilities, streets, and built environment.
Goal 2	Improve housing diversity.
Goal 3	Advance cohesive and holistic new developments.
Goal 4	Reinforce and align plans for corridors and jurisdiction boundaries.
Goal 5	Explore financing options for development.

# Relationship to the Housing Needs and Affordability Assessment

## 2030 Goals

The State of Colorado requires municipalities to update their Housing Needs & Affordability Assessments every five years. Priority goals to address housing needs gaps over the next five years are to:

1. Decrease the proportion of homeowners and renters who are either cost-burdened (14% and 6%, respectively) or severely cost-burdened (9% and 35% respectively).
2. Increase the number of rental units affordable to households under 80% AMI.
3. Issue permits for 800 residential units (based on projected household demand for 2030), of which 20% or more are multi-family or single-family attached.

## Staff Recommendation

Conduct a public hearing to consider the proposed minor subdivision to replat Outlot A, Wellington Downs Subdivision PUD, evaluate the proposal using the Findings for Approval outlined in the Municipal Code, Section 15-2-160(d), and close the public hearing.

# Thank You

Any questions or comments?



## Board of Trustees Meeting

**Date:** March 24, 2026

**Subject:** Ordinance No. 03-2026 Approving a Minor Subdivision of Outlot A, Wellington Downs Subdivision

- **Presentation:** Brittany Lenoir, Planner III, and Cody Bird, Planning Director

### **EXECUTIVE SUMMARY**

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This agenda item is for the official action of the Board of Trustees on the minor subdivision to Outlot A of the Wellington Downs Subdivision PUD.

### **BACKGROUND / DISCUSSION**

---

Information relevant to consideration of Ordinance No. 03-2026 for a minor subdivision of Outlot A for Wellington Downs Subdivision PUD is contained in the prior agenda item. Please refer to the Board report and attachments for that agenda item.

The Planning Commission adopted Findings for Approval for the minor subdivision at its March 2, 2026 meeting, and forwarded its Findings for Approval and a recommendation of approval of the Minor Subdivision of Outlot A, Wellington Downs Subdivision PUD to the Board of Trustees. The Board of Trustees may choose to adopt the Findings for Approval of the Planning Commission, or may make its own Findings.

### **CONNECTION WITH ADOPTED MASTER PLANS**

---

This action supports the goals and strategies outlined in the Board of Trustee's 2025-2029 Strategic Plan, the Town's Comprehensive Plan and the Town's Housing Needs & Affordability Assessment, as outlined below:

#### 2025-2029 Strategic Plan

- Grow Responsibly – Improve housing diversity
- Grow Responsibly – Advance cohesive and holistic new developments

#### 2021 Comprehensive Plan

- Facilities & Programs Strategy, F&P 2.3: Require new development to demonstrate how they will connect to and improve the existing network for active transportation, vehicular traffic, open space and parks, and essential infrastructure for water, wastewater, and stormwater.

#### Housing Needs and Affordability Assessment

- 2030 Goal: Issue permits for 800 residential units (based on projected household demand for 2030), of which 20% or more are multi-family or single-family attached.

### **FISCAL IMPLICATIONS**

---

Approval of the minor subdivision for a replat will allow the applicant to move forward with building permits for the associated residential development of 20 multi-family apartment units. Property taxes and building



material use tax collected from new development funds Town operation for essential services. Impact fee revenues generated from new development funds Town infrastructure, streets, and parks necessitated by growth. Additionally, all infrastructure needed for the development is installed and paid for by the developer.

There is no direct cost to the Town associated with the minor subdivision approval to replat Outlot A of the Wellington Downs Subdivision PUD.

### **STAFF RECOMMENDATION**

---

Staff recommends approval of Ordinance No. 03-2026, based on the following:

- The Planning Commission held an advertised public hearing and forwarded a recommendation of approval of the minor subdivision to the Board of Trustees.
- The public hearing for the Board of Trustees meeting was duly advertised and held on March 24, 2026, and public testimony was considered; and
- The applicable findings for approval for the minor subdivision to replat Outlot A of Wellington Downs Subdivision PUD are satisfied.

### **MOTION RECOMMENDATION**

---

Move to approval Ordinance 03-2026 for a minor subdivision to replat Outlot A, Wellington Downs Subdivision PUD.

### **ATTACHMENTS**

1. Ordinance No. 03-2026

TOWN OF WELLINGTON

ORDINANCE NO. 03-2026

AN ORDINANCE BY THE TOWN OF WELLINGTON, COLORADO FOR APPROVAL OF A MINOR SUBDIVISION FOR WELLINGTON DOWNS SUBDIVISION P.U.D. REPLAT A, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN

WHEREAS, Morgan Kidder, representing Wellington Downs Investments, LLC, is requesting approval of a minor subdivision to replat Outlot A of Wellington Downs Subdivision PUD; and

WHEREAS, the notices for the minor subdivision have been given and the public hearings required by the Wellington Municipal Code have been held; and

WHEREAS, on March 2, 2026, the Planning Commission, by motion and 5-0 vote, recommended approval of the minor subdivision; and

WHEREAS, The Board of Trustees of the Town of Wellington has found the application to be in substantial compliance with the requirements of the Wellington Municipal Code, including the applicable Findings for Approval.

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

1. The Minor Subdivision of Outlot A, Wellington Downs Subdivision PUD, located within the Northwest Quarter of Section 3, Township 8 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, is hereby approved as a final plat in accordance with the Wellington Municipal Code, except as may be specifically modified by this ordinance.
2. 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.
3. 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.
4. 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 24<sup>th</sup> day of March, 2026 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: \_\_\_\_\_  
Calar Chaussee, Mayor

ATTEST:

\_\_\_\_\_  
Hannah Hill, Town Clerk



## Board of Trustees Meeting

**Date:** March 24, 2026

**Subject:** Resolution No. 06-2026: Cleveland Ave Business Support Agreement with Main Street

- **Presentation:** Kelly Houghteling, Deputy Town Administrator

### **EXECUTIVE SUMMARY**

---

Resolution No. 06-2026, authorizes the Town to partner with the Wellington Colorado Main Street Program to administer up to \$20,000 of the \$35,000 appropriated for Cleveland Avenue Construction Business Support in the 2026 Budget (201-11-5940).

The proposed partnership will implement a structured, controlled gift card-based support program to assist downtown businesses directly impacted by the Cleveland Avenue Construction Project. The Program includes defined eligibility criteria, financial controls, reporting requirements, and oversight provisions to ensure accountability and transparency.

Approval of this Resolution allows the Town to deploy timely, targeted business support while maintaining strong public fund safeguards.

### **BACKGROUND / DISCUSSION**

---

The 2026 Cleveland Avenue Construction Project will provide long-term infrastructure improvements including roadway, drainage improvements, ADA accessibility enhancements, sidewalks, parking, and streetscape amenities. While transformative for the downtown, construction will temporarily impact businesses through:

- Reduced storefront visibility
- Limited parking and pedestrian access
- Noise and construction activity
- Traffic pattern disruptions

Recognizing these impacts, the Board appropriated \$35,000 in the FY2026 Budget for Cleveland Avenue Business Support. Research from peer communities demonstrates that structured, customer-focused support programs during major downtown construction can help mitigate revenue disruption and sustain commercial activity. Under Resolution No. 06-2026, up to \$20,000 would be administered in partnership with the Wellington Colorado Main Street Program for direct business support activities. Additionally, if funds remain at the conclusion of the construction project, the Town Administrator may authorize reallocation to increase direct business support activities, subject to written approval and adherence to Program Guidelines.

### **CONNECTION WITH ADOPTED MASTER PLANS**

---

Strategic Plan Goal: "Foster Economic Vibrancy"

- "Retain & expand current local businesses."



- "Identify funding opportunities for economic development."

### **FISCAL IMPLICATIONS**

---

\$35,000 was appropriated in the FY2026 Budget for Cleveland Avenue Business Support (201-11-5940). Up to \$20,000 of these funds may be allocated for direct business support activities administered through this partnership. Any reallocation of remaining funds shall require written approval by the Town Administrator.

### **STAFF RECOMMENDATION**

---

Staff recommends approval of Resolution No. 06-2026 authorizing the partnership with the Wellington Colorado Main Street Program and adoption of the Cleveland Avenue Business Support Program Guidelines.

### **MOTION RECOMMENDATION**

---

Move to approve Resolution No. 06-2026, a Resolution of the Board of Trustees of the Town of Wellington, Colorado, authorizing the distribution of funds to the Wellington Colorado Main Street Program to administer the Cleveland Avenue Construction Business Support Fund.

### **ATTACHMENTS**

1. PROGRAM GUIDELINES
2. Resolution06-2026 Resolution Authorizing Cleveland Avenue Construction Business Support Fund Distribution (1)

# CLEVELAND AVENUE BUSINESS SUPPORT PROGRAM GUIDELINES

## CLEVELAND AVENUE CONSTRUCTION PROJECT

### Town of Wellington & Wellington Colorado Main Street Program

#### 1. Program Purpose

The Cleveland Avenue Business Support Program (“Program”) is established to mitigate temporary economic impacts to downtown businesses resulting from the 2026 Cleveland Avenue Construction Project.

The Program will utilize gift card purchases from eligible businesses to:

- Sustain customer engagement during construction
- Support sales tax-generating businesses & services
- Maintain downtown vitality and positive community sentiment
- Encourage continued local spending

#### 2. Program Term

The Program shall operate from March 2026, through December 31, 2026.

All funds must be expended no later than December 31, 2026.

#### 3. Eligible Businesses

To qualify for participation, a business must meet all of the following criteria:

1. Be located on Cleveland Avenue between 1<sup>st</sup> Street and 5<sup>th</sup> Street.
2. Be primarily dependent on in-person customer traffic.
3. Be a sales tax-generating business, service-based business, or professional services business within the Town of Wellington.
4. Hold a current Town of Wellington business license.
5. Be directly impacted by construction-related access, visibility, or traffic disruptions.
6. Be open during construction.

Eligibility determinations shall be made jointly by the Town Administrator (or designee) and the Wellington Colorado Main Street Program.

#### **4. Program Structure**

##### **A. Operation & Management**

- The program is administered by the Town of Wellington in partnership with the Wellington Colorado Main Street Program (“Main Street”).
- Program funding has been appropriated by the Board of Trustees in the Budget for Fiscal Year 2026.
- Operation of this Program is authorized under Resolution No. 06-2026 and shall not exceed Twenty Thousand Dollars (\$20,000) for direct business support activities.
- If funds appropriated for Cleveland Avenue Business Support (201-11-5940) remain unexpended at the conclusion of the Cleveland Avenue Construction Project, the Town Administrator may approve the reallocation of a portion of those funds to increase direct business support activities administered in partnership with the Wellington Colorado Main Street Program. Any reallocation shall require written approval and remain subject to the established Program Guidelines and financial controls.
- The Town Administrator (or designee) shall provide oversight of the Program.

##### **B. Gift Card Purchases**

- Each month, the Wellington Colorado Main Street Program shall purchase gift cards from eligible businesses.
- Gift card denominations may vary.
- Main Street shall maintain itemized receipts documenting:
  - Business name
  - Number of gift cards purchased
  - Individual and total dollar amounts

##### **C. Reimbursement Process**

1. Main Street shall submit a Check Request Form to the Town’s Finance Department monthly.
2. Documentation must include:

- a. Itemized receipts
  - b. Certification that purchases meet Program criteria, signed by an authorized signer for Main Street
  - c. Signature of approval from the Town Administrator (or designee)
3. The Town will issue reimbursement to Main Street upon review and approval of complete documentation by the Finance Department.

## **5. Custody and Financial Controls**

To ensure proper chain of custody and public accountability:

### **A. Segregation of Duties**

- The individual purchasing gift cards shall not be the same individual responsible for safekeeping or distributing them.
- The Town shall maintain custody of all purchased gift cards in a secure Town safe.

### **B. Inventory Tracking**

The Town shall maintain a gift card log including:

- Business name
- Gift card number or identifier (if available)
- Denomination
- Date received
- Date distributed
- Recipient name
- Recipient signature

### **C. Monthly Reconciliation**

A monthly reconciliation shall be completed in dual control with a representative from the Town and Main Street to verify:

- Gift cards purchased
- Gift cards in inventory

- Gift cards distributed
- Remaining balance

## **6. Monthly Giveaway Process**

### **A. Promotion**

Monthly giveaways shall be promoted jointly by the Town and Main Street using coordinated marketing efforts, which may include:

- Social media
- Website postings
- Email newsletters
- Community events

### **B. Entry and Drawing**

- Participants must sign up through an approved entry system (online or paper).
- Random drawings shall occur monthly.
- Drawings shall be conducted in a transparent manner.

### **C. Eligibility for Winners**

The following individuals are **not eligible** to participate in gift card drawings:

- Town of Wellington employees
- Members of the Board of Trustees
- Members of the Wellington Colorado Main Street Board

## **7. Gift Card Distribution**

- Winners must pick up gift cards in person unless otherwise approved.
- Winners shall sign the inventory tracking log acknowledging receipt.
- Gift cards shall be signed out in accordance with chain-of-custody procedures.
- Staff shall verify recipient identity prior to release.

## 8. Reporting Requirements

Main Street shall provide a brief monthly report to the Town including:

- Businesses participating
- Total funds expended
- Number of gift cards distributed
- Number of participants in drawing
- Promotional efforts conducted
- Any feedback or observed outcomes

The Town may compile summary data for reporting to the Board of Trustees.

## 9. Program Expiration

All Program activities must conclude by December 31, 2026. Any gift cards not claimed within thirty (30) days of winner notification or remaining unclaimed as of December 31, 2026 shall be included in a final random drawing conducted prior to Program close-out.

## 10. Amendments

The Town reserves the right to:

- Amend Program Guidelines as necessary
- Suspend or terminate the Program if financial controls are not followed
- Require additional documentation to ensure accountability

**TOWN OF WELLINGTON**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Town Administrator

Date: \_\_\_\_\_

**WELLINGTON COLORADO MAIN STREET PROGRAM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President, Wellington Colorado Main Street Program

Date: \_\_\_\_\_

TOWN OF WELLINGTON  
RESOLUTION NO. 06-2026

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, AUTHORIZING THE DISTRIBUTION OF FUNDS TO THE WELLINGTON COLORADO MAIN STREET PROGRAM TO ADMINISTER THE CLEVELAND AVENUE CONSTRUCTION BUSINESS SUPPORT FUND

WHEREAS, the Town of Wellington will undertake the Cleveland Avenue Construction Project during 2026, which will include significant improvements to roadway infrastructure, sidewalks, drainage, parking, and streetscape amenities; and

WHEREAS, the Board of Trustees recognizes that construction of this magnitude will temporarily impact downtown businesses, including reduced storefront access, decreased visibility, parking constraints, noise, pedestrian detours, and other disruptions; and

WHEREAS, the Board of Trustees appropriated Thirty-Five Thousand Dollars (\$35,000) in the Budget of Fiscal Year 2026 to Cleveland Avenue Business Support (201-11-5940) for targeted support to businesses affected by the Cleveland Avenue Construction Project; and

WHEREAS, research and experience from peer communities demonstrate that targeted, timely, and community-focused business support programs during major construction projects can help mitigate economic impacts, sustain downtown vitality, and maintain customer engagement; and

WHEREAS, the Wellington Colorado Main Street Program is a recognized community partner with experience coordinating downtown business initiatives, promotions, and community engagement activities; and

WHEREAS, the Town desires to partner with the Wellington Colorado Main Street Program to assist in administering a portion of the Cleveland Avenue Business Support funds, including the purchase and distribution of business gift cards and related promotional activities, in accordance with program guidelines established by the Town; and

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

Section 1. Authorization.

The Board of Trustees hereby authorizes the Town Administrator, or designee, to execute a partnership with the Wellington Colorado Main Street Program and establish Program Guidelines that state eligibility criteria, reporting expectations, and appropriate

financial controls to ensure accountability and transparency in the use of public funds for the purpose of administering a portion of the Cleveland Avenue Business Support funds in an amount not to exceed Twenty Thousand Dollars (\$20,000) for direct business support activities as described herein.

Section 2. Program Administration and Reporting.

The Program Guidelines shall require reasonable documentation, tracking, and reporting of expenditures and program outcomes to ensure funds are used in accordance with Town policies and the intent of this Resolution.

Section 3. Purpose.

Funds distributed pursuant to this Resolution shall be used solely to support businesses impacted by the Cleveland Avenue Construction Project through gift card purchases, promotional programs, and related customer engagement efforts intended to sustain economic activity in the downtown district.

Section 4. Reallocation of Remaining Funds.

If funds appropriated for Cleveland Avenue Business Support (201-11-5940) remain unexpended at the conclusion of the Cleveland Avenue Construction Project, the Town Administrator may approve the reallocation of a portion of those funds to increase direct business support activities administered in partnership with the Wellington Colorado Main Street Program. Any reallocation shall require written approval and remain subject to the established Program Guidelines and financial controls.

Section 5. Effective Date.

This Resolution shall take effect immediately upon adoption.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 24th day of March, 2026.

TOWN OF WELLINGTON, COLORADO

By: \_\_\_\_\_  
Calar Chaussee, Mayor

ATTEST:

\_\_\_\_\_  
Hannah Hill, Town Clerk



## **Board of Trustees Meeting**

**Date: March 24, 2026**

**Subject: Resolution No. 10-2026 - A Resolution Approving an Agreement for Legal Services for the Town of Wellington**

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

### **EXECUTIVE SUMMARY**

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The Board of Trustees wishes to appoint a Town Attorney to serve as the primary legal counsel to the Board, Town Administrator, staff and all town departments.

### **BACKGROUND / DISCUSSION**

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Dan Sapienza of Poudre Legal Advisors, LLC submitted his formal resignation as Town Attorney on October 13, 2025, effective October 29, 2025, to pursue another professional opportunity. The Town subsequently appointed Bell, Gould, Linder & Scott as Interim Town Attorney through Resolution No. 42-2025, authorizing the firm to serve in this capacity until a permanent appointment is made. At their December 9, 2025 meeting, the Board of Trustees directed staff to issue a Request for Qualifications (RFQ) for legal services. Phone interviews were held on January 27, 2026 which culminated with an in-person interview with Karl Kumli, Dietze and Davis on March 17, 2026. Pursuant to the in-person interview, staff was directed to bring an agreement for legal services to the Board for consideration.

### **CONNECTION WITH ADOPTED MASTER PLANS**

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2025-2029 Strategic Plan - Ensure Strong Town Operations

### **FISCAL IMPLICATIONS**

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Billing information is included in the attached agreement indicating an hourly rate of \$315 per hour for Mr. Kumli.

### **STAFF RECOMMENDATION**

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Staff recommends approval of Resolution No. 10-2026.

### **MOTION RECOMMENDATION**

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I move to approve Resolution No. 10-2026 - A Resolution Approving an Agreement for Legal Services for the Town of Wellington.

### **ATTACHMENTS**

1. Reso 10-2026 - A Resolution Approving an Agreement for Legal Services for the Town of Wellington
2. Town of Wellington Engagement Letter
3. Dietz and Davis RFQ Response

TOWN OF WELLINGTON  
RESOLUTION NO. 10-2026

A RESOLUTION APPROVING AN AGREEMENT FOR LEGAL SERVICES FOR THE TOWN OF WELLINGTON

WHEREAS the Town has received from the law firm of Dietze and Davis, P.C. an Agreement for Legal Services for the Town of Wellington, Colorado dated March 19, 2026;

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

1. The Board of Trustees appoints Dietze and Davis, P.C. with the representations set forth in the Agreement for Legal Services for the Town of Wellington.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 24<sup>th</sup> day of March, 2026.

TOWN OF WELLINGTON, COLORADO

By: \_\_\_\_\_  
Calar Chaussee, Mayor

ATTEST:

\_\_\_\_\_  
Hannah Hill, Town Clerk



DIETZE AND DAVIS, P.C.  
ATTORNEYS AT LAW

*Serving the West from Boulder since 1972*

Robyn W. Kube  
Karl F. Kumli, III\*†  
Renée Ezer\*  
Stephen A. Closky  
Tucker M. Katz  
Mark D. Detsky  
William A. Rogers, III  
Joshua E. Anderson  
Jennifer L. Lorenz  
Gabriella Stockmayer  
Carolyn R. Steffl  
Nathan A. Klotz  
Jennifer H. Walker  
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www.dietzedavis.com

Email: [karlk@dietzedavis.com](mailto:karlk@dietzedavis.com)

S. Daniel Rubin  
Lauren N. Davis  
Rebekah A. Townsend

*Of Counsel:*  
Joel C. Maguire  
Star L. Waring  
Carmen S. Danielson  
John M. Terry  
Nicholas G. Muller

*\*Also admitted in California  
†Also admitted in New Mexico*

Peter C. Dietze 1934-2019  
Joel C. Davis 1936-2013

March 19, 2026

*Sent via email only:* [garciapa@wellingtoncolorado.gov](mailto:garciapa@wellingtoncolorado.gov)

Town of Wellington  
Patti García, Town Administrator  
8225 Third Street  
Wellington, CO, 80549

Re: Agreement for Legal Services for the Town of Wellington, Colorado  
Dear Ms. García:

On behalf of Dietze and Davis, P.C. (the “Firm”), I would like to thank the Board of Trustees for choosing the Firm to represent the Town of Wellington, Colorado, a statutory municipality (“the Town”) in the matter described below. This letter (“Engagement Letter” or “Agreement”) sets forth the scope of the Firm’s engagement, expenses and billing procedures that will apply to its work.

Please read this Engagement Letter with care. By executing this Engagement Letter, the Town is entering into a contract that is binding on both the Firm and the Town, on the following terms and conditions.

**Parties to Engagement Letter.** The Town and Firm are the parties to this Agreement. No other person or entity shall be entitled to claim an attorney-client relationship with the Firm with respect to the legal services that will be provided pursuant to the Engagement Letter. In addition, no attorney-client relationship will exist until the Town has returned a signed copy of this Agreement. Once the Town signs this Agreement, all services provided beforehand that relate to this matter shall be considered part of the attorney-client relationship for which Town are responsible for paying.

I will have primary responsibility for the Town's representation and will utilize other Firm lawyers, paralegals and staff as we deem appropriate under the circumstances. We will use appropriate expertise in a cost-effective manner consistent with our continuing goal of providing high quality legal services.

We will provide counsel to the Town in accordance with this Engagement Letter, the information provided by the Town and the Colorado Rules of Professional Conduct. We will also keep the Town informed of progress and developments related to the matters covered by this Agreement and respond to the Town inquiries in a reasonable time frame.

**Scope of Work.** The Firm agrees to perform the following legal services: To provide services as Town Attorney for the statutory town of Wellington in Larimer County, Colorado. These services include those duties specified under Colorado law, those directed by the Board of Trustees of the Town, and those duties as directed by the Town Administrator.

The Town agrees that our representation is limited to the Firm's performance of services related to the Matter. Either at the commencement or during the course of our representation, we may express opinions concerning litigation or other courses of action and the results that might be anticipated. Any such statement is intended as an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or a guarantee.

**Town's Responsibility.** To enable us to represent the Town effectively, the Town agrees to cooperate fully with us in all matters relating to the Matter, and to fully and accurately disclose to us all facts and documents that may be relevant to the Matter or that we may otherwise request. The Town also agrees to make itself, through its representatives, reasonably available to attend meetings, discovery proceedings, conferences, hearings, and other proceedings. The Town agrees to pay our statements for services and other charges as stated in this Agreement. The Town's continued acceptance of these services constitutes an agreement to pay for them.

**Billing Rate.** We will charge the Town for the services provided pursuant to the Agreement based on the amount of time (including travel, which will be billed at 50% of the hourly rate) we devote to the Matter at the hourly rates for the particular professionals involved. The billing rate for the responsible attorney, **Karl F. Kumli, III**, is **\$315** per hour for this matter. This rate is a special rate based upon the understanding that there will be regular and ongoing work for the Town which will be performed by this office. The hourly billing rates for Firm attorneys range from \$250 to \$600. Paralegals will be billed to the Town in the range of \$125 to \$140 per hour. We bill in minimum increments of 6 minutes (or one-tenth of an hour).

Our billing rates may be adjusted during the retention, but not without advance written notice to the Town. Ordinarily, billing rate adjustments occur in conjunction with each new year. We reserve the right to staff the handling of the Matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss

the staffing of the Town's Matter with the Town at any time, and will consider the Town's input in the staffing of the Matter.

**Fees and Costs.** We will bill the Town monthly and provide an itemized accounting of the work performed, including the legal fees and costs related to this matter, during the monthly billing period (the "Billing Statement"). The detail in the Billing Statement will inform Town of both the nature and progress of work and of the fees and costs being incurred. Our fees will be based on the amount of time spent on the Town's behalf, which includes all communications about the Town's Matter regardless of the media used.

We communicate with our clients primarily through in-person or remote video-conference meetings (e.g., Zoom, Teams), and by letter, telephone, and email. From time to time, we may communicate with the Town via text message to the Town Administrator's cell phone for the purpose of coordinating with the Town. Please note that we try not to provide or discuss legal advice by text message. We make reasonable efforts to keep such communications and data secure. We can be contacted at our regular office hours from 9 AM to 5 PM, Monday through Friday. Attorneys at our office typically check messages and may be available by telephone or email from 8 AM to 5 PM Monday through Friday. Should the needs of the Town require contact outside of that time frame, reasonable accommodation may be made.

Costs include out of pocket expenses incurred by the Firm in connection with the Town's representation and are payable by the Town. Examples of costs include, but are not limited to, photocopies, printing, mileage, parking fees, filing fees, recording fees, notices, computerized legal research, access fees, postage, service of process, and transcripts. Costs may be paid by this Firm and then billed to the Town; however, after conferring with the Town we may send larger expenses to the Town for direct payment.

**The total price for the legal services to be provided under this Agreement cannot be precisely determined at this time due to the variable nature of legal work. Time spent by our lawyers, paralegals, and (where applicable) other staff, and reimbursement of expenses incurred in the Town's representation will be the basis for the total price. The hourly rates for our lawyers, paralegals, and (where applicable) other staff, are set forth elsewhere in this Engagement Letter. The time spent and expenses incurred will be set forth on the Billing Statements that will be sent to the Town. The total price of our legal services and the amount of our expenses incurred on the Town's behalf will vary and may increase or decrease on a month-to-month basis depending on the needs and progress of the Town's Matter.**

Consistent with the above statement, we cannot make a commitment to the Town concerning the total amount that may be necessary to resolve or complete this matter. Any estimate of fees that we may discuss with the Town represents only an estimate. In addition, the Town's payment of the fees and costs incurred on the Town's behalf is in no way contingent on the ultimate outcome of the matter. Fees for services performed after the effective date of any new billing rate will be charged at such new billing rate.

**Statements, Retainer and Payment.** The Town agrees that payment is due upon receipt of each Billing Statement and upon completion of our services in this matter. We are not requiring a retainer in this matter.

We will provide an electronic Billing Statement to the email address the Town provide for our billing system; however, the Town may request a Billing Statement by U.S. mail. There will be a link to provide payment in the email containing each Monthly Billing Statement. The Town may also send payment to this office or inform our office of the billing or payment procedures applicable to Town business. For the Town's convenience, the Town may also authorize this office to process automatic payments via bank transfer. The Town agrees that interest will be charged at the rate of eighteen percent (18%) per annum, compounded annually, on amounts more than thirty (30) days past due. If any Billing Statement is not paid within thirty (30) days after its delivery to the Town, the Firm reserves the right to charge all past-due amounts to the bank account or credit card we have on file for the Town, or shall relieve the Firm, after notice and discussions with the Town, of any further obligation to furnish legal services on the Town's behalf.

The Town agrees to bring any disputes or questions as to fees or costs to the attention of the responsible attorney or our Accounting Manager, in writing, within fifteen (15) days of receipt of the Billing Statement. There is never a charge for contacting us with billing questions. If agreement cannot be reached, and either party wishes to pursue a resolution, the matter shall be submitted to the legal fee arbitration committee of the Colorado Bar Association for a binding and judicially enforceable arbitration award. In that event, the prevailing party shall be entitled to reasonable attorneys' fees and costs so incurred in that arbitration.

**Electronically Stored Information.** The Town is generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the subject of the representation. Preservation of documents including ESI is the Town's responsibility, and it is important that the Town take all necessary and reasonable steps to preserve this information.

**Use of Artificial Intelligence (AI).** The Firm may use AI tools in connection with the Town's representation. The Firm only uses AI platforms in a confidential manner, keeping all client data secure. If we use AI we will independently verify the output of the AI platform before relying on its content.

**Termination or Withdrawal.** The Town may terminate our representation at any time by notifying us in writing. That termination will not affect the Town's responsibility for the payment of fees and costs incurred before termination or in connection with an orderly transition of the matter. We may withdraw from representation if the Town fail to fulfill the Town's obligations under this Agreement, including the Town's obligation to pay our fees and expenses, or as permitted or required under the Colorado Rules of Professional Conduct, rules or orders of court, or upon reasonable notice to the Town.

**Document Retention.** At the conclusion of this matter or upon termination of further representation of the Town, any original documents or property provided by the Town will be

Town of Wellington

March 19, 2026

Page 5

returned to the Town upon receipt of payment for outstanding fees and costs. The Firm will retain its own files pertaining to the matter, in electronic form, for a reasonable length of time. We recommend the Town keep all information relating to this matter in a safe place where the Town can locate it.

After reviewing the terms of this Engagement Letter carefully, if these arrangements are acceptable to the Town, please acknowledge the Town's acceptance by signing, dating, and returning a copy to us. Please keep a copy of this letter for the Town's records.

Please contact us with any questions. We look forward to working with and on behalf of the Town.

Sincerely,

DIETZE AND DAVIS, P.C.



Karl F. Kumli, III

Agreed to this \_\_\_ day of \_\_\_\_\_, 2026.

Town of Wellington, Colorado

By: \_\_\_\_\_  
Patti Garcia, Town Administrator



DIETZE AND DAVIS, P.C.  
ATTORNEYS AT LAW

*Serving the West from Boulder since 1972*

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Karl F. Kumli, III†  
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Of Counsel:  
Joel C. Maguire  
Star L. Waring  
Nicholas G. Muller

\*Also admitted in California  
†Also admitted in New Mexico  
\*\*Also admitted in Wyoming

Peter C. Dietze 1934-2019  
Joel C. Davis 1936-2013

February 4, 2026

Patti Garcia, Town Administrator  
Town of Wellington, Colorado  
*Via BidNet*

Re: Town Attorney Services

Dear Ms. Garcia:

I am pleased to respond to the Request for Qualifications for Town Attorney Services for the Town of Wellington. I have been practicing law 1981, and my practice focuses on public utility law, water law, special districts, local government, and real property law. I am supported by a team of experienced attorneys and staff, as well.

I have an extensive history of working as special counsel for municipalities and special districts in Colorado, and beyond, for more than thirty years. I have served as Special Counsel to the City of Aspen, City of Boulder, the University of Colorado (where I was a special assistant attorney general), City of Pueblo, Upper Yampa Water Conservancy District, City of Trinidad, Ute Water Conservancy District, Orchard Mesa Irrigation District and the Colorado River Water Conservation District. I also serve as general counsel for the Pueblo West Metropolitan District, and have done so since 2022.


Representing these districts has enabled me to perform a variety of tasks that are relevant to the legal services you desire. For example, I am well-versed in water right acquisition and litigation, rate making, real property transactions, contract drafting and negotiation, as well as working with HR, Finance, Business Development and other offices within the organization. On a different occasion, I have been the lead counsel on municipalization requests, franchise negotiations (both on behalf of utilities, as well as municipalities), and a full panoply of water infrastructure issues.

Ms. Patti Garcia, Town Administrator  
February 4, 2026  
Page 2

As general counsel to water and sanitation districts and metropolitan districts throughout Colorado, I routinely attend Board meetings and provide legal advice on everything from public financing and capital construction to employment issues to election and open meetings/open records law. I am most interested to share my experience and enthusiasm for local government with the Town of Wellington. I believe that my ongoing personal experience and the support of my team will enable us to effectively serve as your counsel. Thank you for this opportunity, and I look forward to hearing from you.

Sincerely,

DIETZE AND DAVIS, P.C.

By:   
Karl F. Kumli III  
Shareholder/Vice President



**DIETZE AND DAVIS, P.C.**  
ATTORNEYS AT LAW

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\*Also admitted in California  
†Also admitted in New Mexico  
\*\*Also admitted in Wyoming

Peter C. Dietze 1934-2019  
Joel C. Davis 1936-2013

February 4, 2026

Patti Garcia, Town Administrator  
Town of Wellington, Colorado  
*Via BidNet*

Re: Response to Request for Qualifications; Town Attorney Services the Town of Wellington

Dear Patti Garcia and Board of Trustees:

This letter and attachments are in response to the Request for Qualifications for Town Attorney Services for the Town of Wellington. This response is timely, as we are submitting it on February 4, 2026.

**1. Complete contact information:**

Karl F. Kumli, III, Esq.  
Dietze and Davis, P.C.  
2060 Broadway, Suite 400  
Boulder, CO 80302-5282  
Office: (303) 447-1375  
Cell: (303) 898-7350  
karlk@dietzedavis.com

**2. Firm Qualifications & Experience**

We strongly believe that our firm's long and deep experience in local government matters statewide, extensive practice before courts and agencies across the state, as well as experience in most areas of legal practice which you seek, makes this firm a strong candidate

for the position of Town Attorney for Wellington. I would be the lead counsel for this engagement and would propose to use attorneys in this firm with the requisite experience and training to provide all legal services sought by the Town other than those matters outside our competence.

Since its formation in 1972, Dietze and Davis, P.C. has provided legal services to individuals, businesses, and public entities from its offices in downtown Boulder. Our team of attorneys is available to handle matters throughout the State of Colorado and has performed legal and appellate work around the country. We have a strong tradition of participation in vital community organizations and institutions. We are committed to providing top quality legal services as efficiently and inexpensively as possible. We make a point of getting to know our clients' needs, businesses, and goals, so that we can represent them with the utmost efficiency and competence. To strive for the best service possible, we encourage a cooperative effort by our attorneys, paralegals, and professional staff on behalf of each client. We pride ourselves in responding to our client's legal needs with promptness, and representing our clients' interests competently, aggressively and professionally.

Dietze and Davis, P.C. provides services in a broad range of practice areas, including Local Government, Business and Corporate, Employment and Civil Rights, Contracts, Real Property Law, General Civil and Real Estate Litigation, and Public Utilities, Energy and Water Law. The attorneys of Dietze and Davis, P.C. have been recognized for their outstanding achievements and expertise by the Colorado and Boulder bar associations. The Firm's attorneys frequently speak locally and regionally on a wide-range of topics relating to the Firm's legal expertise. Our attorneys are active members of the Boulder County Bar Association and of numerous other business, legal and community-based groups.

### **3. Primary Individuals and Team Members:**

#### *Lead General Counsel:*

Karl F. Kumli III, Shareholder and Vice President. Karl has an extensive history of working as special counsel for municipalities and special districts in Colorado, and beyond, for more than thirty years. He has served as Special Counsel to the City of Aspen, City of Boulder, the University of Colorado, City of Pueblo, Upper Yampa Water Conservancy District, City of Trinidad, Ute Water Conservancy District, Orchard Mesa Irrigation District and the Colorado River Water Conservation District and the Pueblo West Metropolitan District. *See attached resume.*

#### *Associate Attorneys:*

Daniel Rubin is an attorney in the firm's Energy and Water practice group in addition to Local Government work. He has been with the firm since 2023. Before joining the firm Daniel clerked at the Denver District court. Daniel has significant experience of working

with local governments and special districts during his time at the firm which will help with this work.

Lauren Davis is an attorney in the firm's Energy and Water practice group in addition to Local Government work. She has been with the firm since 2024. Lauren clerked at the Nineteenth Judicial District in Greeley and gained valuable research and drafting skills. She has a broad practice at the firm which will assist with this work.

Rebekah Townsend is an attorney in the firm's Energy and Water practice group. She joined the firm after serving at the National Renewable Energy Laboratory and externing at the Boulder County Justice Center. Her interest and knowledge of municipal matters will provide assistance on items for the Town.

#### **4. Relevant Legal Expertise**

- A. Municipal Law: Mr. Kumli is general counsel to Pueblo West Metropolitan District. Mr. Kumli has also served as special counsel to a wide range of Colorado municipalities on electric generation and franchise issues. Mr. Kumli was named as a special assistant attorney general to the University of Colorado in the City of Boulder's attempt to municipalize Xcel's electric franchise. Ms. Steffl currently represents several municipalities as general counsel including home rule municipalities. This representation includes drafting ordinances, resolutions, and legal documents.
- B. Contracts and Intergovernmental Agreements: Mr. Kumli has experience in local government contracts with state agencies in Colorado as well as intergovernmental contracts between municipalities for water rights sharing arrangements. Ms. Steffl is well-versed in municipal contracting, including grants and program administration with federal and state governments.
- C. Municipal Tax Law: Carolyn Steffl has significant experience in public financing, advising clients all the way through the process, starting with TABOR elections to approve general obligation debt, or rate-setting for revenue / enterprise debt. She has experience reviewing and providing general counsel opinions on bank loans, loan and grant agreements from state and federal agencies, publicly issued bonds and lease-purchase agreements. She is also familiar with on-going post-issuance compliance requirements.
- D. Land Development and Entitlements: In 2020 Mr. Kumli successfully represented homeowners in litigation to force Boulder County to abandon plans for development of land as a compost factory, which had been acquired as conservation lands. Ms. Kube has

decades of experience in land use and planning matters, including federal court litigation in Western Colorado. Ms. Kube works on transmission corridor access issues, and Mr. Kumli is presently involved in rulemaking proceedings before CoPUC regarding Tribal issues for utility siting. Mr. Detsky and Ms. Stockmayer, have significant experience on renewable energy siting and project development. Mr. Kumli has licensed or exempted dozens of hydroelectric projects nationwide (with associated transmission issues), which include a host of fish, wildlife, and land use issues.

- E. Personnel Matters: Ms. Danielson is a highly regarded employment law attorney, with significant experience in federal court litigation.
- F. Risk Management: Mr. Kumli and Ms. Steffl both have experience working with common pool local government insurers and evaluate incoming cases and situations for preventative liability.
- G. Water Purchasing Projects: Mr. Kumli has in-depth experience with water law transactions and litigation, public utilities (electricity, natural gas and water), water rights, water rights title, water quality, public lands, real estate, conservation easement and cultural resources law. Clients have included the State of Colorado, counties, municipalities, special districts, ditch companies, private associations, corporations, First Nations, ranches and individuals.
- H. Utility Projects: Mr. Kumli, Mr. Detsky and Ms. Stockmayer all maintain active practices before the Colorado Public Utilities Commission and the Federal Energy Regulatory Commission. We have represented clients in a number of states and from coast to coast in these matters. I have been involved in electric utilities law since the passage of the Public Utilities Regulatory Policy Act of 1978 (PURPA), and litigation arising from the compelled purchase provisions of PURPA. We have been involved in every phase of Colorado Public Utilities Commission regulation of electric utilities, including resource planning and acquisition, siting, transmission, power purchase agreements, rate making (both phase 1 and phase 2), cost center allocation, treatment of gain on sale, rulemaking and adjudication.
- I. Real Estate Law: Mr. Kumli, Ms. Kube and Ms. Stockmayer have the greatest experience in this area. Mr. Kumli's work with Pueblo West Metro District includes significant, weekly experience in conveyancing and easement law. Ms. Kube and Ms. Stockmayer have very significant experience in real estate litigation. Mr. Kumli and Ms. Kube are also well-versed in real estate title law.

## **5. Approach to Service Delivery**

Our goal is to provide outstanding legal services to the Town in the most cost-effective manner. Karl Kumli draws on over forty years of experience representing public entities, to quickly and efficiently answer legal questions and identify solutions to problems as they arise. In addition to his work for the Town, Karl will continue to serve as General Counsel for the Pueblo West Metropolitan District and Holy Cross Energy (an electric cooperative association).

In addition, Karl is joined by partners who focus on a number of areas of law that may impact the Town. When legal issues arise, these attorneys can provide legal advice to the Town without needing outside counsel. In particular, Carolyn Steffl focuses on municipal and special district law, Carmen Danielson and Jennifer Lorenz focus on employment law, Robyn Kube focuses on real estate law and litigation, Bill Rogers focuses on civil litigation, and Karl Kumli, Gabriella Stockmayer, and Mark Detsky focus on water law and energy law.

We believe in developing a close relationship with the Town Council, managers, engineers and staff and working collaboratively to meet your needs. In particular, the Town is growing at break-neck speed, and Karl's experience with metropolitan districts, land use planning and development and public financing will be helpful in ensuring that the Town develops in a thoughtful manner, consistent with the goals of the Town Council.

It is our strong preference to attend Board meetings in person. This belief is born of our experience with many public entities. We also believe that in-person attendance fosters good communication and better working relationships with the Board and Staff. We also recognize the importance and convenience of virtual meetings or conference calls on an as needed basis. We commit to holding regular office hour meetings with staff at the Wellington Municipal Services Building to ensure best communication. We prioritize our clients which includes quick responses to the Board, administration, and staff, which means responding within 24 hours. We are on-call for our clients and will provide cell phone numbers so that we are reachable at any time. Lastly, we have a shared drive file system and calendar system to stay up to date on all projects and cases.

### **Conflicts of Interest:**

Our firm takes conflict of interest matters very seriously. Our ensures that a conflict check is sent out to all employees of the firm when a new client is brought on, the firm then performs a conflict check across all attorneys and clients. A list of additional active clients includes:

- Colorado River Water Conservation District (CoPUC, FERC) Water Division 5
- Pueblo West Metropolitan District (water, wastewater, fire).
- Wagon Wheel Associates (FERC - Water Division 3)
- Colorado Independent Energy Association (CoPUC, FERC)
- Energy Outreach Colorado (CoPUC)
- Ute Mountain Ute Indian Tribe (FERC and CoPUC)

- Town of Timnath (general counsel)
- Town of Windsor (special counsel)
- Town of Johnstown (special counsel)
- Highland Estates Metro District (quasi-municipal)
- Other matters as set out in individual attorneys' curricula vitae

As we identify other potential conflicts of interest we will promptly disclose them to the Town. At this time we know of no conflicts of interest which would preclude our representation of Wellington as Town Attorney.

## **6. Fee Structure**

- Karl F. Kumli, \$325 per hour
- Daniel Rubin, \$245 per hour
- Lauren Davis, \$245 per hour
- Rebekah A. Townsend, \$245 per hour
- Bridgett Royer and other paralegals, \$125 per hour
- Fees for other attorneys in the office range from \$200 to \$500 per hour. We adjust fees on an annual basis. We only bill for half of the drive time to and from regular Town Council meetings.

## **7. Client References**

At least three municipal clients (current or past), preferably in Colorado.

Mr. Christian Heyn  
 District Manager  
 Pueblo West Metropolitan District  
 56 S. McCulloch Blvd  
 Pueblo West, CO 81007  
 719-547-2000

Nicki Green, Esq.  
 General Counsel  
 Ute Mountain Ute Tribe  
 125 Mike Wash Rd.  
 Towaoc, CO 81334  
 (970) 565-3751

Mr. Bryan Hannegan, President and CEO  
 Holy Cross Energy  
 3799 HWY 82 • P.O. Box 2150,  
 Glenwood Springs, CO 81602-2150

970-945-5402

We believe our firm to be an excellent fit with Wellington for the role of Town Attorney. We believe we have the subject matter expertise and many years of experience to bring to our representation of the Town and we look forward to competing for the position. Kindly express our thanks to the Board of Directors for their time and thoughtfulness in crafting the RFP.

Please do not hesitate to contact me directly with any questions or further inquiries.

Sincerely,

DIETZE AND DAVIS, P.C.

By: 

Karl F. Kumli, III

Shareholder/Vice President

Attachments: Curricula Vitae for  
Karl F. Kumli, III  
Rebekah Townsend  
Daniel Rubin  
Lauren Davis



## Board of Trustees Meeting

**Date:** March 24, 2026  
**Subject:** Library Board Quarterly Update

- **Staff Presentation: Ross LaGenèse, Library Director**

### **EXECUTIVE SUMMARY**

---

2025 Wellington Public Library in Review

In 2025, the Wellington Public Library continued to serve as a cornerstone of the community, balancing strong demand for traditional library services with evolving patron needs and expectations. Usage data, patron growth, and collection activity all point to a library that remains highly relevant, well-utilized, and responsive.

### **BACKGROUND / DISCUSSION**

---

The library's mission is to provide equitable access to a broad range of resources and programs that meet the educational, cultural, and informational needs of our community. The library's patron base remains broad and diverse, with the addition of new members for 2025 demonstrating sustained community engagement and continued trust in the library as a valued public resource. Circulation activity in 2025 remained strong, with books accounting for the majority of checkouts confirming that print materials continue to be central to how our patrons utilize the library, even as formats diversify. 2025 data reflects that the library remains a heavily used, trusted, and essential public service to our community. Strong circulation, steady patron growth, and continued engagement across age demographics demonstrate both stability and opportunity. The library is well-positioned to build on its strengths while continuing to adapt to changing community needs, ensuring continued relevance and impact in the future.

### **CONNECTION WITH ADOPTED MASTER PLANS**

---

Strategic Plan: Ensure Strong Town Operations – Communicate strategically to community audiences

### **FISCAL IMPLICATIONS**

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N/A

### **STAFF RECOMMENDATION**

---

Review and Retain Report

### **MOTION RECOMMENDATION**

---

N/A

### **ATTACHMENTS**

1. 2025 Library Year In Review

# YEAR IN REVIEW

— 2025 —





## Board of Trustees Meeting

**Date:** March 24, 2026

**Subject:** Larimer County Sheriff's February 2026 Report

### **EXECUTIVE SUMMARY**

---

Attached is the February 2026 report from the Larimer County Sheriff's Office.

### **BACKGROUND / DISCUSSION**

---

N/A

### **CONNECTION WITH ADOPTED MASTER PLANS**

---

N/A

### **FISCAL IMPLICATIONS**

---

N/A

### **STAFF RECOMMENDATION**

---

Review and retain report.

### **MOTION RECOMMENDATION**

---

N/A

### **ATTACHMENTS**

1. 2-2026 Wellington Monthly Report - FINAL



*John J. Feyen, Sheriff*

# **LARIMER COUNTY SHERIFF'S OFFICE**

*One Agency*

*One Mission*

*Public Safety*

March 11, 2026

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

Dear Ms. Garcia:

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

In meeting the contract, for the month of **February 2026**, the Larimer County Sheriff's Office maintained six deputies, one corporal, and one sergeant providing full-time law enforcement for the Town. In addition, one full-time investigator, one full-time desk deputy, and one full-time School Resource Officer assisted the town with law enforcement activities.

During the month of **February 2026**, non-assigned deputies spent a total of **92.58** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **February 2026** there were **3.0** hours worked by Northern Colorado Drug Task Force.

Investigations – ongoing and active cases include:

- Death – 2
- Fraud/Theft – 1
- Sexual Exploitation of Children – 2
- DHS Referral – 3
- Criminal Mischief/Arson - 1
- Sexual Assault – 1

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

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

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

*larimer.gov/sheriff*

**Of Note:**

- Distribution-level amounts of drugs were located during two separate stops of suspicious vehicles at gas stations this month. Great job to deputies for trusting their instincts and looking into suspicious vehicles! Through their vigilance, over 280g of methamphetamine, 41.5g of MDMA, 17g of cocaine, and 37g of Xanax were taken off the street on those two traffic stops alone.

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

Thank you,

A handwritten signature in black ink that reads "Joe Shellhammer". The signature is written in a cursive, flowing style.

Undersheriff Joe Shellhammer  
(970) 498-5103  
Attachments



# LARIMER COUNTY SHERIFF'S OFFICE

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

Dispatch Dates between 02/01/2026 and 02/28/2026

*Excluded from this report -*

*Squads: Civilian, Parks, and Investigations*

*Units: 9ME\*, 9S39;9Z52;9E1;9E64;9E62;9E63;9E65;9E94;9E75;9E49*

## Call Times by Month

	Call/Contact Time (Minutes/Hours)	Patrol Time (Minutes/Hours)	Totals
2026-02	4,818.9 80.32	736.05 12.27	5,554.95 92.58
<b>Totals</b>	<b>4,818.9</b> <b>80.32</b>	<b>736.05</b> <b>12.27</b>	<b>5,554.95</b> <b>92.58</b>

# Wellington Monthly Report

February 2026

Larimer County Sheriff's Office

Christine Harpel  
Administrative Coordinator

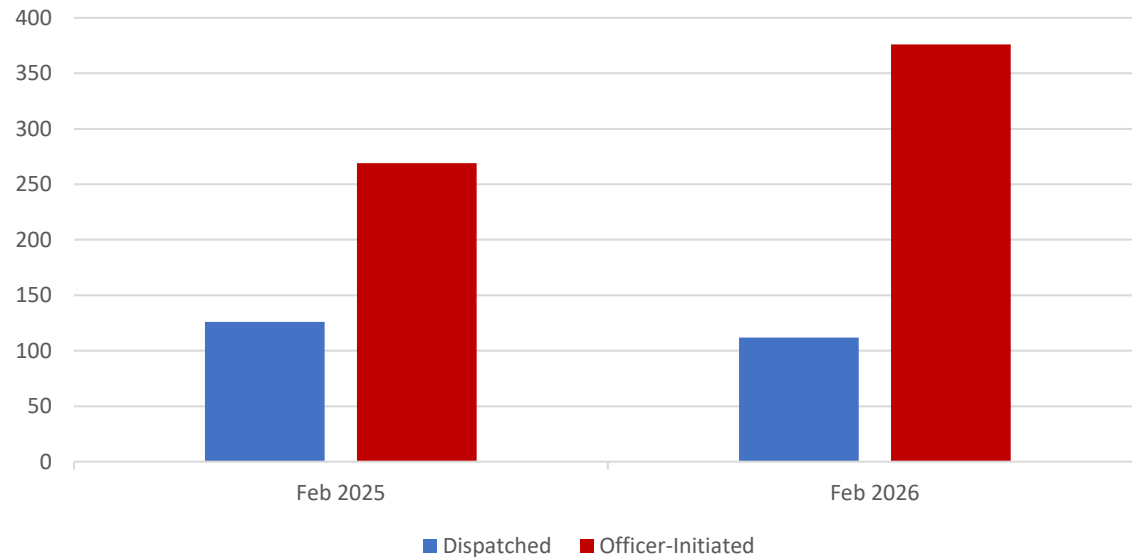
3/2/2026

# February 2026 Totals

## Dispatched / Officer-Initiated Activity

Dispatched Calls	112
Officer Initiated	376
February 2026 Total	488

Dispatched vs Officer-Initiated Activity



- Dispatched calls were Down 14 or 11% from February 2025
- Officer-Initiated Activity was Up 107 or 40% from February 2025

	Feb 2025	Feb 2026
Dispatched Calls	126	112
	32%	23%
Officer Initiated	269	376
	68%	77%
Total	395	488

- 23% were Dispatched Calls
- 77% was Officer-Initiated Activity

# February 2026 Calls for Service

## Calls for Service Comparison

Call Types A-M

Call Type	2023	2024	2025	Avg 23-25	2026	% Change 3-Yr Avg to 2025
9-1-1 Hangup	1	0	0	0.33	1	200%
Alarm Calls	5	3	6	4.67	13	179%
Animal Calls	9	10	3	7.33	1	-86%
Assault	2	1	4	2.33	3	29%
Assist Business	3	6	8	5.67	3	-47%
Assist Other Agency (Fire/Med)	11	15	9	11.67	8	-31%
ASU/ComCor Revocation	0	0	0	0.00	1	NC
Bar Checks	9	1	0	3.33	0	-100%
Burglary	1	1	0	0.67	0	-100%
Child abuse	1	1	0	0.67	1	50%
Citizen Assist	18	9	14	13.67	14	2%
Civil	10	8	16	11.33	19	68%
Criminal Mischief	1	2	0	1.00	3	200%
Disturbance	4	3	7	4.67	4	-14%
Drug case	2	0	2	1.33	3	125%
DUI Arrest	0	2	0	0.67	1	50%
Extra Checks & Business Check	198	134	60	130.67	106	-19%
Family Problems	11	8	11	10.00	2	-80%
Fireworks complaint	1	0	0	0.33	0	-100%
Follow up	35	24	17	25.33	21	-17%
Found property	2	2	1	1.67	1	-40%
Fraud	6	3	1	3.33	5	50%
Harassment	6	5	8	6.33	4	-37%
Juvenile Problem	3	1	2	2.00	6	200%
Littering	0	0	2	0.67	0	-100%
Lost Property	3	2	1	2.00	0	-100%
Mental Health Call	3	3	8	4.67	1	-79%
Missing Person (Child/Adult)	1	3	1	1.67	2	20%
Motor Vehicle Accident	3	2	9	4.67	11	136%
Municipal Code Violation	15	33	0	16.00	10	-38%

Call Types N-Z

Call Type	2023	2024	2025	Avg 23-25	2026	% Change 3-Yr Avg to 2025
Neighbor Problems	1	3	2	2.00	2	0%
Noise\Party Complaint	4	1	3	2.67	3	13%
Pedestrian Contact/Subject St	5	9	10	8.00	4	-50%
Private Tow	0	7	1	2.67	4	50%
REDDI Report	2	1	1	1.33	4	200%
Restraining Order Violation	5	0	2	2.33	0	-100%
Safe 2 Tell	2	1	6	3.00	1	-67%
School Check	7	5	23	11.67	17	46%
Sex Offense	5	5	1	3.67	0	-100%
Sex Offender Check	1	0	0	0.33	0	-100%
Solicitor	0	0	0	0.00	3	NC
Suicide Attempt	0	0	0	0.00	1	NC
Suicide Threat	1	2	2	1.67	0	-100%
Suspicious Circumstances	27	25	23	25.00	20	-20%
Theft	4	8	4	5.33	5	-6%
Traffic Problem	14	13	12	13.00	18	38%
Traffic Pursuit	0	0	0	0.00	1	NC
Traffic Stop	102	109	98	103.00	123	19%
Trespass	0	1	2	1.00	0	-100%
Vehicle Theft	0	2	0	0.67	0	-100%
Vehicle Trespass	2	0	0	0.67	0	-100%
VIN Check	10	2	2	4.67	9	93%
Warrant Attempt/Arrest	3	3	3	3.00	9	200%
Weapon Related (menacing,	2	0	1	1.00	0	-100%
Welfare Check	12	16	8	12.00	12	0%
Unspecified	4	4	1	3.00	8	167%
<b>TOTALS</b>	<b>577</b>	<b>499</b>	<b>395</b>	<b>490.33</b>	<b>488</b>	<b>0%</b>

NC = Not Calculable. Cannot divide by 0.

Calls for Service UP 93 or 24% from January 2025

January 2026 calls DOWN 0% from January 2023-2025 Average

# February 2026 Call Categories

## Crime Type Averages / Trends

Property Crimes					
Call Type	2023	2024	2025	Avg 23-25	2026
Burglary	1	1	0	0.67	0
Theft	4	8	4	5.33	5
Vehicle Theft	0	2	0	0.67	0
Vehicle Trespass	2	0	0	0.67	0
<b>Property Crimes Totals</b>	<b>7</b>	<b>11</b>	<b>4</b>	<b>7.33</b>	<b>5</b>

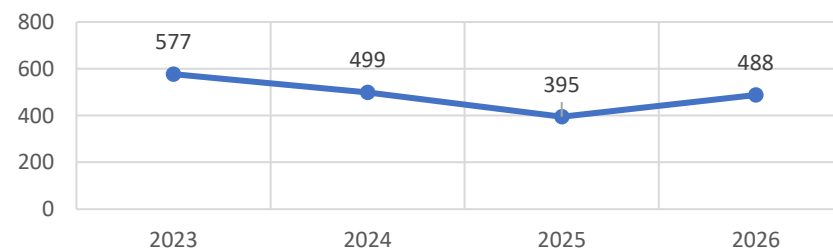
Disorder/Other Crimes					
Call Type	2023	2024	2025	Avg 23-25	2026
Alcohol Calls	0	0	0	0.00	0
Animal Calls	9	10	3	7.33	1
Criminal Mischief	1	2	0	1.00	3
Disturbance	4	3	7	4.67	4
Drug case	2	0	2	1.33	3
Family Problems	11	8	11	10.00	2
Harassment	6	5	8	6.33	4
Juvenile Problem	3	1	2	2.00	6
Noise\Party Complaint	4	1	3	2.67	3
Suspicious Circumstances	27	25	23	25.00	20
Trespass	0	1	2	1.00	0
<b>Disorder Crimes Totals</b>	<b>67</b>	<b>56</b>	<b>61</b>	<b>61.33</b>	<b>46</b>

Persons Crimes					
Call Type	2023	2024	2025	Avg 23-25	2026
Assault	2	1	4	2.33	3
Missing Person (Child/Adult)	1	3	1	1.67	2
Robbery	0	0	0	0.00	0
Sex Offense	5	5	1	3.67	0
Weapon Related (menacing,	2	0	1	1.00	0
<b>Persons Crimes Totals</b>	<b>10</b>	<b>9</b>	<b>7</b>	<b>8.67</b>	<b>5</b>

Red numbers indicate a DECREASE in crime from January 2025

Yellow backgrounds indicate an INCREASE in crime from January 2023-2025 Average

February 2023-2026 Totals



# February 2026 Traffic

Traffic Citations	2/25	2/26
Traffic Citations Issued	8	39
Traffic Warnings	81	91

- Citations Issued Up 31
- Warnings Up 10

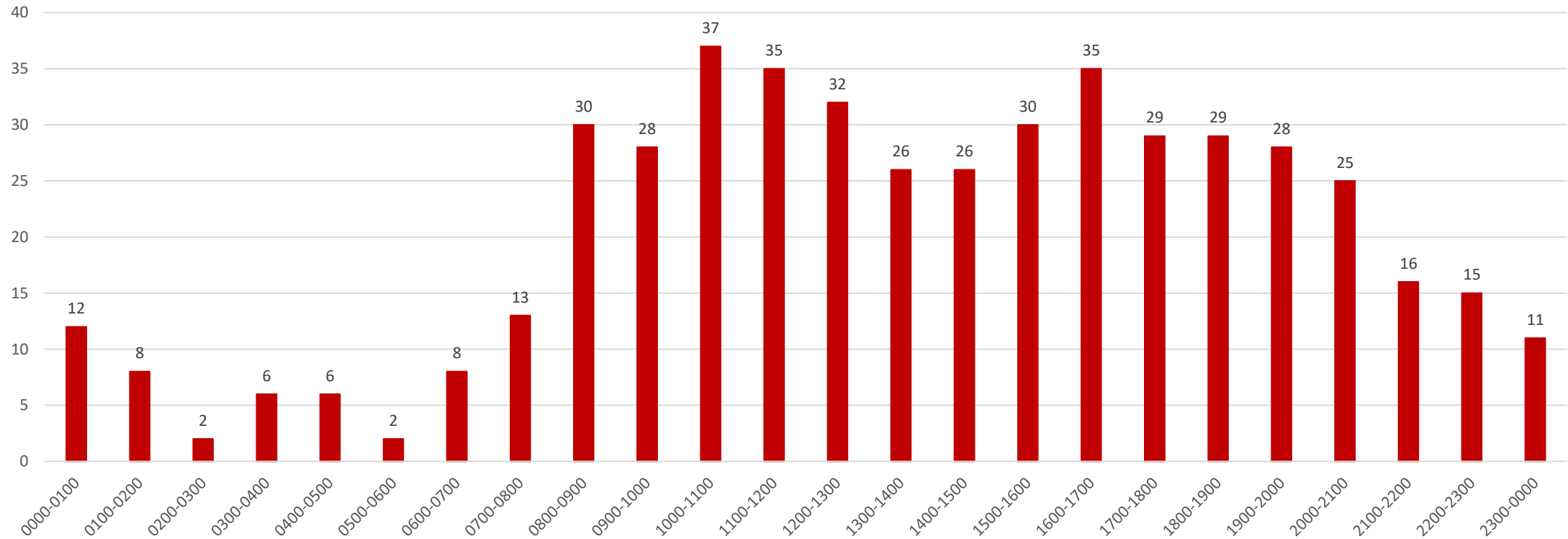
Call Type	2/25	2/26
Traffic Stop	98	123
Motor Vehicle Accident	9	11
DUI Arrest	0	1
Traffic Problem	12	18
REDDI Report	1	4

- Traffic Stops Up 25 or 26%
- MV Accidents Up 2
- DUI Arrests Up 1
- Traffic Problems Up 6
- REDDI Reports Up 3

# February 2026

## Call Totals by Hour

Busiest Hours
1000-1100 (37)
1100-1200 / 1600-1700 (35)

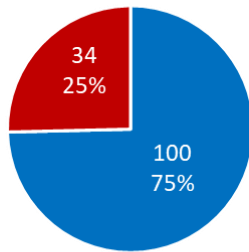


← 24 Calls between 0200-0700 →

# February 2026

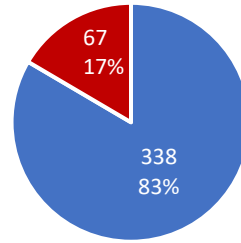
## Wellington/Non-Wellington Units

Dispatched



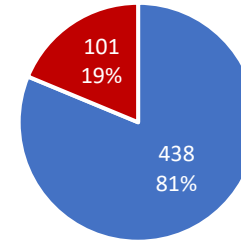
Wellington Non-Wellington

Officer-Initiated



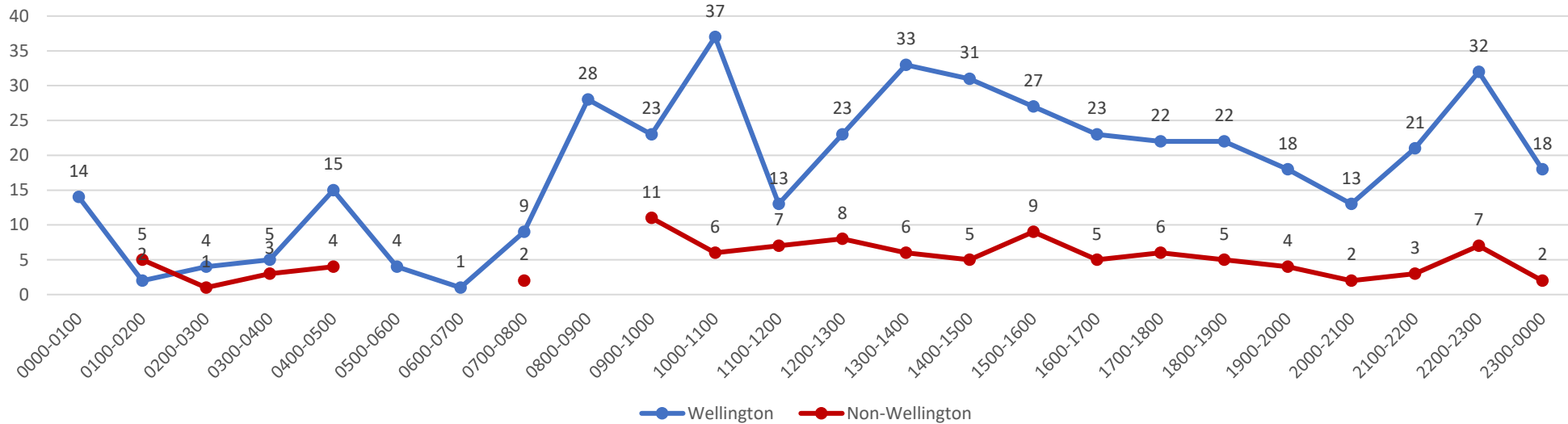
Wellington Non-Wellington

Total Calls



Wellington Non-Wellington

Wellington/Non-Wellington Calls by Hour



# February 2026

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

<u>Average Response Time (All Units) – High / Medium / Low refers to call priority</u>		
High		9.18
Medium		11.83
Low		50.28
Avg. Response Time		23.76

<u>Average Time on Calls (All Wellington Calls)</u>			
High			237.93
Medium			58.3
Low			62.92
Avg. Time			119.72



## Board of Trustees Meeting

**Date:** March 24, 2026  
**Subject:** Board of Trustees Planning Calendar

### **EXECUTIVE SUMMARY**

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Attached is the Board of Trustees upcoming meeting calendar.

### **BACKGROUND / DISCUSSION**

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N/A

### **CONNECTION WITH ADOPTED MASTER PLANS**

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N/A

### **FISCAL IMPLICATIONS**

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N/A

### **STAFF RECOMMENDATION**

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N/A

### **MOTION RECOMMENDATION**

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N/A

### **ATTACHMENTS**

1. BOT Planning Calendar 2026 (



## BOARD OF TRUSTEES PLANNING CALENDAR

All meetings are at 6:30 p.m. unless otherwise noted

---

April 14, 2026	Board of Trustees Regular Meeting (Swearing in of elected officials)
April 21, 2026	Board of Trustees Work Session, BoT Orientation
April 28, 2026	Board of Trustees Regular Meeting, Board and Commission appointments
May 12, 2026	Board of Trustees Regular Meeting
May 19, 2026	Board of Trustees Work Session – Training with Sam Light, CIRSA Deputy Executive Director/General Counsel
May 25, 2026	Board of Trustees Regular Meeting
June 9, 2026	Board of Trustees Regular Meeting
June 16, 2026	Board of Trustees Work Session
June 23, 2026	Board of Trustees Regular Meeting
June 22-25, 2026	Colorado Municipal League Annual Conference - Westminster

### **Future Work Session Topics**

June 16 - Board Budget Priorities Work Session

October 13 - Budget Work Session

October 27 - Utilities Rates Work Session

### **Other Meetings/Events**

April 7 - Town Election

May 14-15 - Board and Leadership Strategic Planning

October 2 - Board and Leadership Budget Workday

Early October - Budget BOO-Nanza

November 10 - Budget Adoption

*This document is subject to change without notice*



## Board of Trustees Meeting

**Date:** March 24, 2026  
**Subject:** Treasurer's Report — January 2026

### **EXECUTIVE SUMMARY**

---

Attached is the Treasurer's Report for January 2026. This report was generated on March 9, 2026.

### **BACKGROUND / DISCUSSION**

---

N/A

### **CONNECTION WITH ADOPTED MASTER PLANS**

---

N/A

### **FISCAL IMPLICATIONS**

---

N/A

### **STAFF RECOMMENDATION**

---

Review and retain report.

### **MOTION RECOMMENDATION**

---

N/A

### **ATTACHMENTS**

1. Treasurer's Report — January 2026

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	
<u>TAX REVENUE</u>						
201-01-3110	PROPERTY TAXES	.00	.00	2,193,245.00	2,193,245.00	.0
201-01-3130	SALES TAX	222,335.16	222,335.16	2,773,581.00	2,551,245.84	8.0
201-01-3135	SEVERANCE TAX	.00	.00	15,000.00	15,000.00	.0
201-01-3140	USE TAX - BUILDING MATERIALS	11,129.25	11,129.25	200,010.00	188,880.75	5.6
201-01-3145	OCCUPATIONAL TAX	9.35	9.35	.00	( 9.35)	.0
201-01-3315	MOTOR VEHICLE USE TAX	49,841.90	49,841.90	.00	( 49,841.90)	.0
201-01-3320	CIGARETTE TAX	████████	████████	████████	████████	████
201-01-3330	RETAIL MARIJUANA SALES TAX	████████	████████	████████	████████	████
	<b>TOTAL TAX REVENUE</b>	<b>312,667.34</b>	<b>312,667.34</b>	<b>5,543,843.00</b>	<b>5,231,175.66</b>	<b>5.6</b>
<u>BUILDING PERMITS</u>						
201-02-3155	TOWN PLAN REVIEW FEES	805.00	805.00	15,000.00	14,195.00	5.4
201-02-3430	COUNTY TAX VENDORS FEE	156.65	156.65	3,000.00	2,843.35	5.2
201-02-3435	FIRE DEPT. VENDOR FEE	.00	.00	1,500.00	1,500.00	.0
201-02-3450	BLDG. ADMIN. FEE	1,260.82	1,260.82	20,000.00	18,739.18	6.3
201-02-3462	BLDG. INSPECTION FEES	13,885.61	13,885.61	250,000.00	236,114.39	5.6
	<b>TOTAL BUILDING PERMITS</b>	<b>16,108.08</b>	<b>16,108.08</b>	<b>289,500.00</b>	<b>273,391.92</b>	<b>5.6</b>
<u>FRANCHISE FEES</u>						
201-03-3150	FRANCHISE FEE-COMMUNICATIONS	17,696.64	17,696.64	25,000.00	7,303.36	70.8
201-03-3160	FRANCHISE FEE-ELECTRICITY	.00	.00	199,301.00	199,301.00	.0
201-03-3170	FRANCHISE FEE-NATURAL GAS	8,267.06	8,267.06	20,000.00	11,732.94	41.3
	<b>TOTAL FRANCHISE FEES</b>	<b>25,963.70</b>	<b>25,963.70</b>	<b>244,301.00</b>	<b>218,337.30</b>	<b>10.6</b>
<u>LICENSES &amp; PERMITS</u>						
201-04-3200	BUSINESS LICENSE	1,550.00	1,550.00	3,750.00	2,200.00	41.3
201-04-3210	LIQUOR LICENSE	226.25	226.25	3,000.00	2,773.75	7.5
201-04-3220	CONTRACTOR LICENSE	2,800.00	2,800.00	18,000.00	15,200.00	15.6
201-04-3250	RETAIL MARIJUANA STORE LICENSE	.00	.00	3,000.00	3,000.00	.0
	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>4,576.25</b>	<b>4,576.25</b>	<b>27,750.00</b>	<b>23,173.75</b>	<b>16.5</b>
<u>FEES FOR SERVICE</u>						
201-05-3420	LAND USE FEES	1,830.00	1,830.00	15,000.00	13,170.00	12.2
201-05-3465	PAYMENT CONVENIENCE FEE	708.89	708.89	6,499.00	5,790.11	10.9
201-05-3510	COMMUNITY CENTER USER FEES	1,215.00	1,215.00	3,000.00	1,785.00	40.5
201-05-3520	WEED / REFUSE REMOVAL	8,112.67	8,112.67	8,000.00	( 112.67)	101.4
	<b>TOTAL FEES FOR SERVICE</b>	<b>11,866.56</b>	<b>11,866.56</b>	<b>32,499.00</b>	<b>20,632.44</b>	<b>36.5</b>

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES &amp; PENALTIES</u>					
201-06-3550 COURT FINES & COSTS	3,682.00	3,682.00	12,000.00	8,318.00	30.7
201-06-3555 LCSO ADMINISTRATIVE FEES	20.00	20.00	1,000.00	980.00	2.0
TOTAL FINES & PENALTIES	3,702.00	3,702.00	13,000.00	9,298.00	28.5
<u>CEMETERY REVENUES</u>					
201-07-3470 CEMETERY - OPENING & CLOSING	.00	.00	3,120.00	3,120.00	.0
201-07-3480 CEMETERY - PERPETUAL CARE	.00	.00	1,125.00	1,125.00	.0
201-07-3490 CEMETERY - GRAVE SPACE	750.00	750.00	3,375.00	2,625.00	22.2
TOTAL CEMETERY REVENUES	750.00	750.00	7,620.00	6,870.00	9.8
<u>MISCELLANEOUS REVENUE</u>					
201-08-3353 GRANTS - MAIN STREET PROGRAM	.00	.00	15,000.00	15,000.00	.0
201-08-3354 GRANTS - LIBRARY	.00	.00	6,000.00	6,000.00	.0
201-08-3355 INVESTMENT EARNINGS - LIBRARY	.00	.00	18,220.00	18,220.00	.0
201-08-3373 LIBRARY CONTRIB./FINES/MISC.	257.00	257.00	5,000.00	4,743.00	5.1
201-08-3506 MAIN STREET DOLA MINI GRANT	.00	.00	10,000.00	10,000.00	.0
201-08-3610 INVESTMENT EARNINGS-GENERAL	22,980.77	22,980.77	305,836.00	282,855.23	7.5
201-08-3620 CARRYOUT BAG FEE	48.36	48.36	2,400.00	2,351.64	2.0
201-08-3640 COMMUNITY EVENTS	.00	.00	5,000.00	5,000.00	.0
201-08-3690 MISCELLANEOUS REVENUE	.00	.00	5,000.00	5,000.00	.0
201-08-3910 SALE OF ASSETS	.00	.00	500.00	500.00	.0
201-08-3913 COMMUNITY EVENT SPONSORSHIPS	.00	.00	2,500.00	2,500.00	.0
TOTAL MISCELLANEOUS REVENUE	23,286.13	23,286.13	375,456.00	352,169.87	6.2
<u>TRANSFERS</u>					
201-09-3694 TRANS IN FROM STREET FUND	.00	.00	442,349.00	442,349.00	.0
201-09-3695 TRANS IN FROM WATER FUND	.00	.00	496,797.00	496,797.00	.0
201-09-3696 TRANS IN FROM SEWER FUND	.00	.00	465,336.00	465,336.00	.0
201-09-3697 TRANS IN FROM DRAINAGE FUND	.00	.00	134,267.00	134,267.00	.0
201-09-3698 TRANS IN FROM PARK FUND	.00	.00	256,480.00	256,480.00	.0
TOTAL TRANSFERS	.00	.00	1,795,229.00	1,795,229.00	.0
TOTAL FUND REVENUE	398,920.06	398,920.06	8,329,198.00	7,930,277.94	4.8

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
201-11-5102	78.93	78.93	910.00	831.07	8.7
201-11-5107	900.00	900.00	10,800.00	9,900.00	8.3
201-11-5192	.00	.00	116,275.00	116,275.00	.0
201-11-5214	.00	.00	1,200.00	1,200.00	.0
201-11-5321	.00	.00	300.00	300.00	.0
201-11-5335	5,550.00	5,550.00	5,500.00	( 50.00)	100.9
201-11-5352	.00	.00	45,000.00	45,000.00	.0
201-11-5363	.00	.00	4,800.00	4,800.00	.0
201-11-5380	149.00	149.00	8,000.00	7,851.00	1.9
201-11-5513	.00	.00	5,000.00	5,000.00	.0
201-11-5940	.00	.00	35,000.00	35,000.00	.0
201-11-5951	.00	.00	15,000.00	15,000.00	.0
201-11-5952	3,000.00	3,000.00	25,000.00	22,000.00	12.0
<b>TOTAL LEGISLATIVE</b>	<b>9,677.93</b>	<b>9,677.93</b>	<b>272,785.00</b>	<b>263,107.07</b>	<b>3.6</b>
<u>JUDICIAL</u>					
201-12-5109	750.00	750.00	12,000.00	11,250.00	6.3
201-12-5214	.00	.00	500.00	500.00	.0
201-12-5356	43.00	43.00	.00	( 43.00)	.0
201-12-5359	.00	.00	13,000.00	13,000.00	.0
201-12-5380	50.00	50.00	1,650.00	1,600.00	3.0
201-12-5381	.00	.00	100.00	100.00	.0
201-12-5394	.00	.00	1,000.00	1,000.00	.0
201-12-5498	.00	.00	1,000.00	1,000.00	.0
201-12-5499	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL JUDICIAL</b>	<b>843.00</b>	<b>843.00</b>	<b>30,250.00</b>	<b>29,407.00</b>	<b>2.8</b>
<u>ADMINISTRATION</u>					
201-13-5100	44,789.15	44,789.15	592,358.00	547,568.85	7.6
201-13-5102	9,779.24	9,779.24	193,406.00	183,626.76	5.1
201-13-5214	120.94	120.94	500.00	379.06	24.2
201-13-5335	1,954.00	1,954.00	5,000.00	3,046.00	39.1
201-13-5352	.00	.00	65,000.00	65,000.00	.0
201-13-5356	219.20	219.20	10,000.00	9,780.80	2.2
201-13-5357	.00	.00	110,000.00	110,000.00	.0
201-13-5363	.00	.00	1,000.00	1,000.00	.0
201-13-5380	149.00	149.00	5,000.00	4,851.00	3.0
201-13-5381	.00	.00	100.00	100.00	.0
201-13-5496	55.26	55.26	9,000.00	8,944.74	.6
201-13-5933	330.32	330.32	16,500.00	16,169.68	2.0
<b>TOTAL ADMINISTRATION</b>	<b>57,397.11</b>	<b>57,397.11</b>	<b>1,007,864.00</b>	<b>950,466.89</b>	<b>5.7</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
201-14-5100 WAGES & SALARIES	26,994.62	26,994.62	353,495.00	326,500.38	7.6
201-14-5102 BENEFITS	6,173.85	6,173.85	99,613.00	93,439.15	6.2
201-14-5214 OFFICE SUPPLIES	68.13	68.13	1,000.00	931.87	6.8
201-14-5311 POSTAGE	92.07	92.07	4,649.00	4,556.93	2.0
201-14-5321 PRINTING SERVICES	900.00	900.00	900.00	.00	100.0
201-14-5335 DUES AND SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
201-14-5338 BANK SERVICE CHARGE	1,182.16	1,182.16	8,750.00	7,567.84	13.5
201-14-5353 ACCOUNTING & AUDITING	.00	.00	37,100.00	37,100.00	.0
201-14-5356 PROFESSIONAL SERVICES	.00	.00	35,000.00	35,000.00	.0
201-14-5363 R&M COMPUTER/OFFICE EQUIP	.00	.00	2,250.00	2,250.00	.0
201-14-5380 PROFESSIONAL DEVELOPMENT	78.00	78.00	6,000.00	5,922.00	1.3
201-14-5381 MILEAGE REIMBURSEMENT	.00	.00	200.00	200.00	.0
201-14-5510 INSURANCE & BONDS	62,593.93	62,593.93	254,830.00	192,236.07	24.6
201-14-5640 PAYING AGENT FEES	.00	.00	500.00	500.00	.0
201-14-5950 DOCUMENT SHREDDING	22.00	22.00	350.00	328.00	6.3
<b>TOTAL FINANCE</b>	<b>98,104.76</b>	<b>98,104.76</b>	<b>805,837.00</b>	<b>707,732.24</b>	<b>12.2</b>
<u>TOWN CLERK</u>					
201-15-5100 WAGES & SALARIES	14,556.98	14,556.98	190,323.00	175,766.02	7.7
201-15-5102 BENEFITS	3,659.99	3,659.99	60,682.00	57,022.01	6.0
201-15-5214 OFFICE SUPPLIES	129.58	129.58	1,000.00	870.42	13.0
201-15-5331 PUBLISHING & LEGAL NOTICES	.00	.00	4,500.00	4,500.00	.0
201-15-5335 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
201-15-5356 PROFESSIONAL SERVICES	.00	.00	1,000.00	1,000.00	.0
201-15-5363 R&M COMPUTER/OFFICE EQUIP.	.00	.00	3,500.00	3,500.00	.0
201-15-5380 PROFESSIONAL DEVELOPMENT	255.96	255.96	6,000.00	5,744.04	4.3
201-15-5381 MILEAGE REIMBURSEMENT	.00	.00	300.00	300.00	.0
201-15-5414 ELECTION EXPENSES	.00	.00	60,000.00	60,000.00	.0
201-15-5530 CODE REVIEW & UPDATE	.00	.00	5,900.00	5,900.00	.0
<b>TOTAL TOWN CLERK</b>	<b>18,602.51</b>	<b>18,602.51</b>	<b>333,705.00</b>	<b>315,102.49</b>	<b>5.6</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
201-16-5100 WAGES & SALARIES	17,214.78	17,214.78	228,430.00	211,215.22	7.5
201-16-5102 BENEFITS	4,221.96	4,221.96	73,039.00	68,817.04	5.8
201-16-5103 TEMPORARY EMPLOYMENT SERVICES	.00	.00	3,000.00	3,000.00	.0
201-16-5214 OFFICE SUPPLIES	30.47	30.47	350.00	319.53	8.7
201-16-5335 DUES & SUBSCRIPTIONS	299.00	299.00	9,500.00	9,201.00	3.2
201-16-5356 PROFESSIONAL FEES	612.76	612.76	5,000.00	4,387.24	12.3
201-16-5363 R&M COMPUTER/OFFICE EQUIP.	.00	.00	1,400.00	1,400.00	.0
201-16-5380 PROFESSIONAL DEVELOPMENT	90.00	90.00	3,500.00	3,410.00	2.6
201-16-5381 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
201-16-5580 EMPLOYEE DRUG TESTING	.00	.00	1,000.00	1,000.00	.0
201-16-5582 EMPLOYEE RELATIONS	.00	.00	8,000.00	8,000.00	.0
201-16-5583 BACKGROUND CHECK	.00	.00	2,500.00	2,500.00	.0
201-16-5948 EMPLOYEE APPAREL	.00	.00	1,000.00	1,000.00	.0
201-16-5949 EMPLOYEE ADVERTISING	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL HUMAN RESOURCES</b>	<b>22,468.97</b>	<b>22,468.97</b>	<b>338,819.00</b>	<b>316,350.03</b>	<b>6.6</b>
<u>INFORMATION TECHNOLOGY</u>					
201-17-5100 WAGES & SALARIES	9,287.56	9,287.56	123,040.00	113,752.44	7.6
201-17-5102 BENEFITS	2,250.41	2,250.41	36,988.00	34,737.59	6.1
201-17-5214 OFFICE SUPPLIES	48.71	48.71	800.00	751.29	6.1
201-17-5345 TELEPHONE SERVICES	3,456.39	3,456.39	44,100.00	40,643.61	7.8
201-17-5356 PROFESSIONAL SERVICES	.00	.00	15,000.00	15,000.00	.0
201-17-5363 R&M COMPUTER/OFFICE EQUIP.	964.88	964.88	12,600.00	11,635.12	7.7
201-17-5380 PROFESSIONAL DEVELOPMENT	.00	.00	2,650.00	2,650.00	.0
201-17-5381 MILEAGE REIMBURSEMENT	.00	.00	50.00	50.00	.0
201-17-5384 INTERNET SERVICES	2,739.18	2,739.18	32,900.00	30,160.82	8.3
201-17-5579 SOFTWARE LICENSE/SUPPORT	54,805.54	54,805.54	179,900.00	125,094.46	30.5
201-17-5585 WEBSITE MAINTENANCE	4,800.00	4,800.00	19,600.00	14,800.00	24.5
201-17-5947 COPIER EXPENSE	1,174.34	1,174.34	14,700.00	13,525.66	8.0
<b>TOTAL INFORMATION TECHNOLOGY</b>	<b>79,527.01</b>	<b>79,527.01</b>	<b>482,328.00</b>	<b>402,800.99</b>	<b>16.5</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING AND ZONING</u>					
201-18-5100 WAGES & SALARIES	54,305.76	54,305.76	717,944.00	663,638.24	7.6
201-18-5102 BENEFITS	11,855.08	11,855.08	198,309.00	186,453.92	6.0
201-18-5214 OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
201-18-5231 FUEL, OIL, GREASE	70.92	70.92	750.00	679.08	9.5
201-18-5233 VEHICLE R&M	18.95	18.95	1,750.00	1,731.05	1.1
201-18-5331 RECORDING & LEGAL PUBLISHING	.00	.00	750.00	750.00	.0
201-18-5335 DUES & SUBSCRIPTIONS	45.00	45.00	3,159.00	3,114.00	1.4
201-18-5350 BUILDING INSP. FEE REMITTANCE	8,340.22	8,340.22	162,000.00	153,659.78	5.2
201-18-5355 REIMBURSABLE SERVICES	510.00	510.00	15,000.00	14,490.00	3.4
201-18-5356 PROFESSIONAL SERVICES	.00	.00	25,000.00	25,000.00	.0
201-18-5363 R&M COMPUTER/OFFICE EQUIP	1,536.56	1,536.56	1,590.00	53.44	96.6
201-18-5370 SAFETY SUPPLIES & EQUIPMENT	.00	.00	270.00	270.00	.0
201-18-5372 UNIFORMS	.00	.00	525.00	525.00	.0
201-18-5374 NOCO HUMANE	3,582.17	3,582.17	42,986.00	39,403.83	8.3
201-18-5375 PROTECTIVE INSP. EQUIPMENT	.00	.00	170.00	170.00	.0
201-18-5380 PROFESSIONAL DEVELOPMENT	.00	.00	8,337.00	8,337.00	.0
201-18-5381 MILEAGE REIMBURSEMENT	.00	.00	300.00	300.00	.0
201-18-5579 SOFTWARE LICENSE SUPPORT	.00	.00	2,309.00	2,309.00	.0
<b>TOTAL PLANNING AND ZONING</b>	<b>80,264.66</b>	<b>80,264.66</b>	<b>1,182,149.00</b>	<b>1,101,884.34</b>	<b>6.8</b>
<u>LAW ENFORCEMENT</u>					
201-21-5364 LCSO CONTRACT	.00	.00	2,268,328.00	2,268,328.00	.0
<b>TOTAL LAW ENFORCEMENT</b>	<b>.00</b>	<b>.00</b>	<b>2,268,328.00</b>	<b>2,268,328.00</b>	<b>.0</b>
<u>PUBLIC WORKS</u>					
201-34-5100 WAGES & SALARIES	58,875.62	58,875.62	806,929.00	748,053.38	7.3
201-34-5102 BENEFITS	12,630.04	12,630.04	220,868.00	208,237.96	5.7
201-34-5231 FUEL, OIL & GREASE	1,016.66	1,016.66	20,000.00	18,983.34	5.1
201-34-5233 R&M- MACHINERY & EQUIP. PARTS	968.89	968.89	49,500.00	48,531.11	2.0
201-34-5335 DUES & SUBSCRIPTIONS	4,316.88	4,316.88	6,500.00	2,183.12	66.4
201-34-5356 PROFESSIONAL SERVICES	255.00	255.00	18,000.00	17,745.00	1.4
201-34-5363 R&M COMPUTER/OFFICE EQUIP.	2,687.22	2,687.22	4,000.00	1,312.78	67.2
201-34-5370 SAFETY WORKWEAR & EQUIPMENT	.00	.00	2,000.00	2,000.00	.0
201-34-5372 UNIFORMS	907.37	907.37	14,850.00	13,942.63	6.1
201-34-5380 PROFESSIONAL DEVELOPMENT	361.66	361.66	7,500.00	7,138.34	4.8
201-34-5381 MILEAGE REIMBURSEMENT	58.00	58.00	500.00	442.00	11.6
201-34-5422 SMALL TOOLS	.00	.00	1,000.00	1,000.00	.0
201-34-5456 MOSQUITO CONTROL	.00	.00	20,000.00	20,000.00	.0
201-34-5579 SOFTWARE SUBSCRIPTIONS	222.00	222.00	12,500.00	12,278.00	1.8
201-34-5580 EMPLOYEE DRUG TESTING	79.70	79.70	2,750.00	2,670.30	2.9
201-34-5941 PW OFFICE SUPPLIES	786.74	786.74	7,750.00	6,963.26	10.2
<b>TOTAL PUBLIC WORKS</b>	<b>83,165.78</b>	<b>83,165.78</b>	<b>1,194,647.00</b>	<b>1,111,481.22</b>	<b>7.0</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
201-42-5382	.00	.00	5,000.00	5,000.00	.0
201-42-5423	.00	.00	5,000.00	5,000.00	.0
TOTAL CEMETERY	.00	.00	10,000.00	10,000.00	.0
<u>GEN. USE BLDGS. &amp; COM. CENTERS</u>					
201-49-5329	.00	.00	1,000.00	1,000.00	.0
201-49-5341	1,437.70	1,437.70	15,500.00	14,062.30	9.3
201-49-5342	225.58	225.58	3,500.00	3,274.42	6.5
201-49-5343	163.88	163.88	2,500.00	2,336.12	6.6
201-49-5344	1,035.10	1,035.10	10,000.00	8,964.90	10.4
201-49-5346	193.99	193.99	2,500.00	2,306.01	7.8
201-49-5367	1,234.28	1,234.28	40,000.00	38,765.72	3.1
201-49-5369	3,915.02	3,915.02	20,000.00	16,084.98	19.6
201-49-5370	60.38	60.38	6,000.00	5,939.62	1.0
201-49-5375	104.36	104.36	1,500.00	1,395.64	7.0
201-49-5398	475.40	475.40	5,300.00	4,824.60	9.0
201-49-5405	1,600.00	1,600.00	1,500.00	( 100.00)	106.7
201-49-5508	.00	.00	10,000.00	10,000.00	.0
201-49-5513	.00	.00	5,000.00	5,000.00	.0
TOTAL GEN. USE BLDGS. & COM. CENTERS	10,445.69	10,445.69	124,300.00	113,854.31	8.4
<u>ECONOMIC DEVELOPMENT</u>					
201-51-5214	.00	.00	200.00	200.00	.0
201-51-5356	.00	.00	20,000.00	20,000.00	.0
201-51-5401	.00	.00	5,000.00	5,000.00	.0
201-51-5903	.00	.00	15,000.00	15,000.00	.0
201-51-5904	.00	.00	3,000.00	3,000.00	.0
TOTAL ECONOMIC DEVELOPMENT	.00	.00	43,200.00	43,200.00	.0

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
201-55-5100 WAGES & SALARIES	27,967.01	27,967.01	373,049.00	345,081.99	7.5
201-55-5101 SEASONAL - LIBRARY	352.76	352.76	25,000.00	24,647.24	1.4
201-55-5102 BENEFITS	4,823.88	4,823.88	99,873.00	95,049.12	4.8
201-55-5214 OFFICE SUPPLIES	810.96	810.96	10,000.00	9,189.04	8.1
201-55-5311 POSTAGE	.00	.00	200.00	200.00	.0
201-55-5321 PRINTING SERVICES	.00	.00	1,000.00	1,000.00	.0
201-55-5333 DUES	.00	.00	400.00	400.00	.0
201-55-5337 PROGRAMS	407.85	407.85	10,000.00	9,592.15	4.1
201-55-5347 STORY TIME SUPPLIES	.00	.00	1,000.00	1,000.00	.0
201-55-5363 R&M COMPUTER/OFFICE EQUIP.	.00	.00	750.00	750.00	.0
201-55-5380 PROFESSIONAL DEVELOPMENT	.00	.00	3,500.00	3,500.00	.0
201-55-5381 MILEAGE REIMBURSEMENT	217.50	217.50	300.00	82.50	72.5
201-55-5387 SPECIAL EVENT SUPPLIES	.00	.00	1,000.00	1,000.00	.0
201-55-5579 SOFTWARE LICENSE/SUPPORT	7,112.49	7,112.49	10,000.00	2,887.51	71.1
201-55-5792 MULTI MEDIA	326.64	326.64	3,500.00	3,173.36	9.3
201-55-5793 E-BOOKS - SUBSCRIPTION/MISC.	750.00	750.00	5,500.00	4,750.00	13.6
201-55-5900 LIBRARY BOOKS	5,088.00	5,088.00	20,000.00	14,912.00	25.4
201-55-5901 LIBRARY SHELVING & FURNISHINGS	124.58	124.58	1,700.00	1,575.42	7.3
201-55-5902 COURIER SERVICE	.00	.00	2,000.00	2,000.00	.0
201-55-5903 GRANT PROGRAMS EXPENDITURES	.00	.00	6,000.00	6,000.00	.0
<b>TOTAL LIBRARY</b>	<b>47,981.67</b>	<b>47,981.67</b>	<b>574,772.00</b>	<b>526,790.33</b>	<b>8.4</b>
<u>CAPITAL OUTLAY</u>					
201-80-5015 ADA SELF-EVALUATION & PLAN	.00	.00	80,000.00	80,000.00	.0
201-80-5070 HOUSING ACTION PLAN	.00	.00	120,000.00	120,000.00	.0
201-80-5071 HOUSING AFFORDABILITY - LOCAL	.00	.00	50,000.00	50,000.00	.0
201-80-5750 TRACT F STMWTR IMPROVEMTS	.00	.00	55,000.00	55,000.00	.0
201-80-5945 6TH STREET ELEC. UNDERGROUND	.00	.00	75,000.00	75,000.00	.0
201-80-5975 UPDATE LANDSCAPE & IRRIGATION	.00	.00	65,000.00	65,000.00	.0
<b>TOTAL CAPITAL OUTLAY</b>	<b>.00</b>	<b>.00</b>	<b>445,000.00</b>	<b>445,000.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>508,479.09</b>	<b>508,479.09</b>	<b>9,113,984.00</b>	<b>8,605,504.91</b>	<b>5.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 109,559.03)</b>	<b>( 109,559.03)</b>	<b>( 784,786.00)</b>	<b>( 675,226.97)</b>	<b>( 14.0)</b>

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAX REVENUE</u>					
203-01-3130 SALES TAX	64,187.84	64,187.84	746,257.00	682,069.16	8.6
203-01-3140 USE TAX-BUILDING MATERIALS	.00	.00	54,990.00	54,990.00	.0
203-01-3315 MOTOR VEHICLE USE TAX	13,703.35	13,703.35	857,506.00	843,802.65	1.6
203-01-3335 HIGHWAY USERS TAX	33,696.03	33,696.03	385,732.00	352,035.97	8.7
TOTAL TAX REVENUE	111,587.22	111,587.22	2,044,485.00	1,932,897.78	5.5
<u>LICENSES &amp; PERMITS</u>					
203-04-3343 STREET CUT PERMITS	.00	.00	1,500.00	1,500.00	.0
203-04-3350 DEVELOPER ROAD FEE ESCROW	1,200.00	1,200.00	14,400.00	13,200.00	8.3
203-04-3376 BP ROAD IMPACT FEE	2,200.00	2,200.00	73,636.00	71,436.00	3.0
TOTAL LICENSES & PERMITS	3,400.00	3,400.00	89,536.00	86,136.00	3.8
<u>FEES FOR SERVICE</u>					
203-05-3420 LAND USE FEES	240.00	240.00	.00 (	240.00)	.0
TOTAL FEES FOR SERVICE	240.00	240.00	.00 (	240.00)	.0
<u>MISCELLANEOUS REVENUE</u>					
203-08-3350 GRANTS	.00	.00	3,094,624.00	3,094,624.00	.0
203-08-3610 INVESTMENT EARNINGS	6,761.29	6,761.29	83,227.00	76,465.71	8.1
203-08-3690 MISCELLANEOUS REVENUE	279.40	279.40	.00 (	279.40)	.0
203-08-3910 SALE OF ASSETS	.00	.00	1,000.00	1,000.00	.0
TOTAL MISCELLANEOUS REVENUE	7,040.69	7,040.69	3,178,851.00	3,171,810.31	.2
TOTAL FUND REVENUE	122,267.91	122,267.91	5,312,872.00	5,190,604.09	2.3

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
203-34-5100 WAGES & SALARIES	38,648.32	38,648.32	509,567.00	470,918.68	7.6
203-34-5102 BENEFITS	11,101.52	11,101.52	203,476.00	192,374.48	5.5
203-34-5110 ON-CALL STIPEND	600.00	600.00	8,600.00	8,000.00	7.0
203-34-5233 R&M- MACHINERY & EQUIP. PARTS	( 517.48)	( 517.48)	.00	517.48	.0
203-34-5240 STREET PAINT, SIGNS, & PARTS	454.08	454.08	40,000.00	39,545.92	1.1
203-34-5341 ELECTRICITY FOR STREET LIGHTS	16,146.00	16,146.00	219,267.00	203,121.00	7.4
203-34-5342 WATER	39.46	39.46	1,000.00	960.54	4.0
203-34-5344 NATURAL GAS	892.13	892.13	8,000.00	7,107.87	11.2
203-34-5370 SAFETY WORKWEAR & EQUIPMENT	1,559.95	1,559.95	7,000.00	5,440.05	22.3
203-34-5397 WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
203-34-5422 SMALL TOOLS	.00	.00	9,000.00	9,000.00	.0
203-34-5424 STREET CONSTRUCTION MATERIAL	.00	.00	10,000.00	10,000.00	.0
203-34-5426 WEATHER RESPONSE MANAGEMENT	233.40	233.40	8,000.00	7,766.60	2.9
203-34-5427 SNOW MANAGEMENT MATERIALS	.00	.00	30,000.00	30,000.00	.0
203-34-5428 STREET MAINTENANCE	.00	.00	35,000.00	35,000.00	.0
203-34-5458 R&M LANDSCAPE	.00	.00	5,000.00	5,000.00	.0
203-34-5533 EQUIPMENT RENTAL	378.48	378.48	3,000.00	2,621.52	12.6
203-34-5941 SAFETY & FIRST AID KITS	245.78	245.78	3,000.00	2,754.22	8.2
<b>TOTAL OPERATING</b>	<b>69,781.64</b>	<b>69,781.64</b>	<b>1,104,910.00</b>	<b>1,035,128.36</b>	<b>6.3</b>
<u>TRANSFERS - OUT</u>					
203-56-5000 TRANSFER TO GENERAL FUND	.00	.00	890,166.00	890,166.00	.0
<b>TOTAL TRANSFERS - OUT</b>	<b>.00</b>	<b>.00</b>	<b>890,166.00</b>	<b>890,166.00</b>	<b>.0</b>
<u>CAPITAL OUTLAY</u>					
203-80-4009 PAVEMENT STUDY	.00	.00	115,000.00	115,000.00	.0
203-80-5023 STREET AND SIDEWALK SAFETY IMP	.00	.00	374,850.00	374,850.00	.0
203-80-5024 TRANSPORTATION MASTER PLAN	14,191.80	14,191.80	150,000.00	135,808.20	9.5
203-80-5062 CLEVELAND AVE IMP. - CONSTRUCT	.00	.00	5,529,754.00	5,529,754.00	.0
203-80-5064 MAIN STREET ALLEY NORTH PAVING	.00	.00	55,538.00	55,538.00	.0
203-80-5070 RAILROAD IMPROVEMENTS SAGE 2ND	7,401.95	7,401.95	7,402.00	.05	100.0
203-80-5851 NEWER SUBDIVISION SEAL COAT	.00	.00	157,500.00	157,500.00	.0
203-80-5878 USED DUMP TRUCK / SNOW PLOW	.00	.00	85,000.00	85,000.00	.0
203-80-5879 FRONT END LOADER BOXER / CLAMS	.00	.00	35,000.00	35,000.00	.0
203-80-5881 SNOW BLADE FOR LOADER	.00	.00	40,000.00	40,000.00	.0
203-80-5884 STREET REHABILITATION	.00	.00	750,000.00	750,000.00	.0
203-80-5997 CLEVELAND AVE IMP. - DESIGN	.00	.00	257,341.00	257,341.00	.0
<b>TOTAL CAPITAL OUTLAY</b>	<b>21,593.75</b>	<b>21,593.75</b>	<b>7,557,385.00</b>	<b>7,535,791.25</b>	<b>.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>91,375.39</b>	<b>91,375.39</b>	<b>9,552,461.00</b>	<b>9,461,085.61</b>	<b>1.0</b>

TOWN OF WELLINGTON  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	30,892.52	30,892.52	( 4,239,589.00)	( 4,270,481.52)	.7

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>CONTRIBUTED CAPITAL</u>						
204-02-3444	BP RAW WATER FEE	62,050.00	62,050.00	1,253,837.00	1,191,787.00	5.0
204-02-3446	TAP FEES	23,014.00	23,014.00	407,349.00	384,335.00	5.7
	TOTAL CONTRIBUTED CAPITAL	85,064.00	85,064.00	1,661,186.00	1,576,122.00	5.1
<u>OPERATING REVENUE</u>						
204-03-3441	WATER SALES	310,990.82	310,990.82	4,925,000.00	4,614,009.18	6.3
204-03-3442	MUNICIPAL UTILITIES FEES	10,156.59	10,156.59	75,600.00	65,443.41	13.4
204-03-3445	RAW WATER LEASES	.00	.00	2,000.00	2,000.00	.0
204-03-3447	BULK WATER SALES	3,746.79	3,746.79	26,250.00	22,503.21	14.3
	TOTAL OPERATING REVENUE	324,894.20	324,894.20	5,028,850.00	4,703,955.80	6.5
<u>NON-OPERATING REVENUE</u>						
204-04-3610	INVESTMENT EARNINGS	18,421.67	18,421.67	177,188.00	158,766.33	10.4
204-04-3910	SALE OF ASSETS	.00	.00	750.00	750.00	.0
	TOTAL NON-OPERATING REVENUE	18,421.67	18,421.67	177,938.00	159,516.33	10.4
<u>OTHER FINANCING SOURCES</u>						
204-05-3420	LAND USE FEES	80.00	80.00	.00 (	80.00)	.0
	TOTAL OTHER FINANCING SOURCES	80.00	80.00	.00 (	80.00)	.0
	TOTAL FUND REVENUE	428,459.87	428,459.87	6,867,974.00	6,439,514.13	6.2

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
204-34-5100	42,495.66	42,495.66	570,246.00	527,750.34	7.5
204-34-5102	11,931.02	11,931.02	220,218.00	208,286.98	5.4
204-34-5110	900.00	900.00	11,800.00	10,900.00	7.6
204-34-5221	6,136.61	6,136.61	225,000.00	218,863.39	2.7
204-34-5227	10,112.04	10,112.04	60,000.00	49,887.96	16.9
204-34-5229	.00	.00	3,000.00	3,000.00	.0
204-34-5231	371.74	371.74	10,000.00	9,628.26	3.7
204-34-5233	132.65	132.65	19,600.00	19,467.35	.7
204-34-5241	221.89	221.89	2,500.00	2,278.11	8.9
204-34-5321	1,483.71	1,483.71	30,049.00	28,565.29	4.9
204-34-5334	1,649.00	1,649.00	20,000.00	18,351.00	8.3
204-34-5339	3,187.16	3,187.16	37,890.00	34,702.84	8.4
204-34-5341	12,831.95	12,831.95	142,710.00	129,878.05	9.0
204-34-5345	.00	.00	800.00	800.00	.0
204-34-5352	6,298.00	6,298.00	25,000.00	18,702.00	25.2
204-34-5353	3,100.00	3,100.00	15,000.00	11,900.00	20.7
204-34-5356	2,407.50	2,407.50	45,000.00	42,592.50	5.4
204-34-5363	.00	.00	7,000.00	7,000.00	.0
204-34-5370	6.95	6.95	8,000.00	7,993.05	.1
204-34-5380	1,557.50	1,557.50	12,000.00	10,442.50	13.0
204-34-5381	.00	.00	100.00	100.00	.0
204-34-5384	194.85	194.85	1,400.00	1,205.15	13.9
204-34-5398	118.85	118.85	1,330.00	1,211.15	8.9
204-34-5422	98.53	98.53	8,000.00	7,901.47	1.2
204-34-5423	.00	.00	8,000.00	8,000.00	.0
204-34-5430	.00	.00	20,000.00	20,000.00	.0
204-34-5432	1,831.88	1,831.88	15,000.00	13,168.12	12.2
204-34-5433	10,816.25	10,816.25	60,000.00	49,183.75	18.0
204-34-5434	560.31	560.31	60,000.00	59,439.69	.9
204-34-5437	.00	.00	30,000.00	30,000.00	.0
204-34-5440	.00	.00	10,000.00	10,000.00	.0
204-34-5455	1,045.95	1,045.95	12,000.00	10,954.05	8.7
204-34-5513	.00	.00	5,000.00	5,000.00	.0
204-34-5533	.00	.00	2,500.00	2,500.00	.0
204-34-5579	1,500.23	1,500.23	15,000.00	13,499.77	10.0
204-34-5593	.00	.00	1,500,000.00	1,500,000.00	.0
204-34-5597	.00	.00	20,000.00	20,000.00	.0
204-34-5903	.00	.00	14,000.00	14,000.00	.0
204-34-5941	49.83	49.83	3,000.00	2,950.17	1.7
204-34-5969	335.41	335.41	25,000.00	24,664.59	1.3
TOTAL OPERATING	121,375.47	121,375.47	3,276,143.00	3,154,767.53	3.7
<u>TRANSFER</u>					
204-56-5000	.00	.00	958,643.00	958,643.00	.0
TOTAL TRANSFER	.00	.00	958,643.00	958,643.00	.0

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>CAPITAL OUTLAY</u>						
204-80-5013	AUTOMATED METERING INFRASTRUCT	.00	.00	990,000.00	990,000.00	.0
204-80-5035	WATER SOURCE DEVELOPMENT PLAN	.00	.00	17,655.00	17,655.00	.0
204-80-5065	WTP ADMIN & LAB EXP. - DESIGN	.00	.00	132,845.00	132,845.00	.0
204-80-5066	WTP ADMIN & LAB EXP.-CONSTRUCT	.00	.00	900,000.00	900,000.00	.0
204-80-5067	WATER PUMP STATION SWITCH	.00	.00	325,000.00	325,000.00	.0
204-80-5069	FLUORIDE/CAUSTIC INJ AUTOMATIO	7,704.00	7,704.00	152,055.00	144,351.00	5.1
204-80-5070	ALT. WATER SOURCE & PLANNING	.00	.00	75,000.00	75,000.00	.0
204-80-5716	FLOW METER - 1 MG TANK	.00	.00	30,000.00	30,000.00	.0
204-80-5719	DISTRIB SYSTEM IMPROVEMTS	11,973.91	11,973.91	55,000.00	43,026.09	21.8
204-80-5853	UTV W/ PLOW	.00	.00	32,000.00	32,000.00	.0
204-80-5886	WILSON WELLHOUSES IMPROVEMENTS	.00	.00	15,000.00	15,000.00	.0
204-80-6013	RAW WATER PURCHASE	.00	.00	1,000,000.00	1,000,000.00	.0
	<b>TOTAL CAPITAL OUTLAY</b>	<b>19,677.91</b>	<b>19,677.91</b>	<b>3,724,555.00</b>	<b>3,704,877.09</b>	<b>.5</b>
<u>DEBT SERVICE</u>						
204-90-5630	D19AX116 LOAN PRINCIPAL (WTP)	.00	.00	1,129,785.00	1,129,785.00	.0
204-90-5631	D19AX116 LOAN INTEREST (WTP)	.00	.00	192,166.00	192,166.00	.0
	<b>TOTAL DEBT SERVICE</b>	<b>.00</b>	<b>.00</b>	<b>1,321,951.00</b>	<b>1,321,951.00</b>	<b>.0</b>
	<b>TOTAL FUND EXPENDITURES</b>	<b>141,053.38</b>	<b>141,053.38</b>	<b>9,281,292.00</b>	<b>9,140,238.62</b>	<b>1.5</b>
	<b>NET REVENUE OVER EXPENDITURES</b>	<b>287,406.49</b>	<b>287,406.49</b>	<b>( 2,413,318.00)</b>	<b>( 2,700,724.49)</b>	<b>11.9</b>

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTED CAPITAL</u>					
205-02-3350 DEVELOPER SEWER FEE ESCROW	1,526.00	1,526.00	18,312.00	16,786.00	8.3
205-02-3446 TAP FEES	19,954.00	19,954.00	379,126.00	359,172.00	5.3
TOTAL CONTRIBUTED CAPITAL	21,480.00	21,480.00	397,438.00	375,958.00	5.4
<u>OPERATING REVENUE</u>					
205-03-3445 SEWER USER FEES	215,223.43	215,223.43	2,653,716.00	2,438,492.57	8.1
TOTAL OPERATING REVENUE	215,223.43	215,223.43	2,653,716.00	2,438,492.57	8.1
<u>NON-OPERATING REVENUE</u>					
205-04-3610 INVESTMENT EARNINGS	16,291.44	16,291.44	202,980.00	186,688.56	8.0
205-04-3650 BOND/LOAN PROCEEDS	75,913.00	75,913.00	172,000.00	96,087.00	44.1
TOTAL NON-OPERATING REVENUE	92,204.44	92,204.44	374,980.00	282,775.56	24.6
<u>SOURCE 05</u>					
205-05-3420 LAND USE FEES	280.00	280.00	.00	( 280.00)	.0
TOTAL SOURCE 05	280.00	280.00	.00	( 280.00)	.0
TOTAL FUND REVENUE	329,187.87	329,187.87	3,426,134.00	3,096,946.13	9.6

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
205-34-5100 WAGES & SALARIES	39,184.30	39,184.30	539,082.00	499,897.70	7.3
205-34-5102 BENEFITS	10,818.30	10,818.30	211,038.00	200,219.70	5.1
205-34-5110 ON-CALL STIPEND	900.00	900.00	11,800.00	10,900.00	7.6
205-34-5221 CHEMICALS	.00	.00	65,000.00	65,000.00	.0
205-34-5228 PERMIT AND PROGRAM FEES	.00	.00	5,000.00	5,000.00	.0
205-34-5231 FUEL, OIL & GREASE	998.08	998.08	10,000.00	9,001.92	10.0
205-34-5233 R&M- MACHINERY & EQUIP. PARTS	132.65	132.65	35,000.00	34,867.35	.4
205-34-5241 SHOP SUPPLIES	27.95	27.95	1,500.00	1,472.05	1.9
205-34-5321 UTILITY BILLING PRINTING	1,047.33	1,047.33	20,545.00	19,497.67	5.1
205-34-5339 ON-LINE UTILITY BILL PAY FEES	2,249.94	2,249.94	26,863.00	24,613.06	8.4
205-34-5341 ELECTRICITY	18,831.51	18,831.51	235,683.00	216,851.49	8.0
205-34-5342 WATER	753.28	753.28	4,032.00	3,278.72	18.7
205-34-5344 NATURAL GAS	6,643.42	6,643.42	60,000.00	53,356.58	11.1
205-34-5345 TELEPHONE SERVICE	170.95	170.95	2,100.00	1,929.05	8.1
205-34-5356 PROFESSIONAL SERVICES	8,293.50	8,293.50	20,000.00	11,706.50	41.5
205-34-5363 R&M COMPUTER EQUIPMENT	1,988.96	1,988.96	8,000.00	6,011.04	24.9
205-34-5370 SAFETY WORKWEAR & EQUIPMENT	60.02	60.02	10,000.00	9,939.98	.6
205-34-5380 PROFESSIONAL DEVELOPMENT	5,017.50	5,017.50	6,500.00	1,482.50	77.2
205-34-5381 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
205-34-5384 INTERNET SERVICE	145.00	145.00	8,000.00	7,855.00	1.8
205-34-5398 TRASH	301.00	301.00	3,620.00	3,319.00	8.3
205-34-5422 SMALL TOOLS	60.27	60.27	7,500.00	7,439.73	.8
205-34-5423 CONSTRUCTION MATERIAL	.00	.00	1,000.00	1,000.00	.0
205-34-5431 R&M PUMPS	.00	.00	25,000.00	25,000.00	.0
205-34-5432 R&M SCADA	.00	.00	18,000.00	18,000.00	.0
205-34-5433 R&M PLANT	3,662.23	3,662.23	40,000.00	36,337.77	9.2
205-34-5434 R&M COLLECTIONS	587.22	587.22	15,000.00	14,412.78	3.9
205-34-5436 COLLECTION SYS EMR REPAIR	.00	.00	15,000.00	15,000.00	.0
205-34-5440 SLUDGE DISPOSAL	7,357.00	7,357.00	50,000.00	42,643.00	14.7
205-34-5455 LAB SUPPLIES	198.00	198.00	7,500.00	7,302.00	2.6
205-34-5513 INSURANCE DEDUCTIBLE	.00	.00	5,000.00	5,000.00	.0
205-34-5533 EQUIPMENT RENTAL	.00	.00	3,000.00	3,000.00	.0
205-34-5554 SEWER TESTING	1,408.60	1,408.60	40,000.00	38,591.40	3.5
205-34-5579 SOFTWARE SUBSCRIPTIONS & SUPP.	36,119.35	36,119.35	45,000.00	8,880.65	80.3
205-34-5941 SAFETY & FIRST AID KITS	47.09	47.09	4,500.00	4,452.91	1.1
205-34-5969 LAB EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL OPERATING</b>	<b>147,003.45</b>	<b>147,003.45</b>	<b>1,565,363.00</b>	<b>1,418,359.55</b>	<b>9.4</b>
<u>TRANSFERS - OUT</u>					
205-56-5000 TRANSFER TO GENERAL FUND	.00	.00	900,246.00	900,246.00	.0
<b>TOTAL TRANSFERS - OUT</b>	<b>.00</b>	<b>.00</b>	<b>900,246.00</b>	<b>900,246.00</b>	<b>.0</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
205-80-5089 VIEWPOINT LIFT STATION	.00	.00	137,500.00	137,500.00	.0
205-80-5719 SEWER OVERSIZING SAGE 2ND	20,601.00	20,601.00	20,601.00	.00	100.0
205-80-5927 WRF EXPANSION - CONSTRUCTION	.00	.00	912,000.00	912,000.00	.0
<b>TOTAL CAPITAL OUTLAY</b>	<b>20,601.00</b>	<b>20,601.00</b>	<b>1,070,101.00</b>	<b>1,049,500.00</b>	<b>1.9</b>
<u>DEBT SERVICE</u>					
205-90-5618 W22AX116 LOAN PRINCIPAL (WRF)	.00	.00	1,000,567.00	1,000,567.00	.0
205-90-5619 W22AX116 LOAN INTEREST (WRF)	.00	.00	1,343,980.00	1,343,980.00	.0
205-90-5621 W22F467 LOAN PRINCIPAL (WRF)	.00	.00	84,445.00	84,445.00	.0
205-90-5622 W22F467 LOAN INTEREST (WRF)	.00	.00	41,500.00	41,500.00	.0
<b>TOTAL DEBT SERVICE</b>	<b>.00</b>	<b>.00</b>	<b>2,470,492.00</b>	<b>2,470,492.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>167,604.45</b>	<b>167,604.45</b>	<b>6,006,202.00</b>	<b>5,838,597.55</b>	<b>2.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>161,583.42</b>	<b>161,583.42</b>	<b>( 2,580,068.00)</b>	<b>( 2,741,651.42)</b>	<b>6.3</b>

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTED CAPITAL</u>					
207-02-3451 TOW STRM DRN BP IMPACT	800.00	800.00	15,200.00	14,400.00	5.3
207-02-3453 AUTH STORM DRN BP IMPACT	880.00	880.00	16,720.00	15,840.00	5.3
TOTAL CONTRIBUTED CAPITAL	1,680.00	1,680.00	31,920.00	30,240.00	5.3
<u>OPERATING REVENUE</u>					
207-03-3449 TOW STORM DRAIN UTILITY FEES	23,260.07	23,260.07	276,000.00	252,739.93	8.4
207-03-3452 AUTH STORM DRAIN UTILITY FEES	35,672.27	35,672.27	420,000.00	384,327.73	8.5
TOTAL OPERATING REVENUE	58,932.34	58,932.34	696,000.00	637,067.66	8.5
<u>FEES FOR SERVICE</u>					
207-05-3420 LAND USE FEES	280.00	280.00	.00	( 280.00)	.0
TOTAL FEES FOR SERVICE	280.00	280.00	.00	( 280.00)	.0
<u>MISCELLANEOUS REVENUE</u>					
207-08-3364 GRANT	.00	.00	1,349,462.00	1,349,462.00	.0
207-08-3610 INVESTMENT EARNINGS	3,696.89	3,696.89	57,482.00	53,785.11	6.4
TOTAL MISCELLANEOUS REVENUE	3,696.89	3,696.89	1,406,944.00	1,403,247.11	.3
TOTAL FUND REVENUE	64,589.23	64,589.23	2,134,864.00	2,070,274.77	3.0

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
207-34-5231 FUEL, OIL & GREASE	.00	.00	3,500.00	3,500.00	.0
207-34-5233 R&M- MACHINERY & EQUIP. PARTS	.00	.00	10,000.00	10,000.00	.0
207-34-5321 UTILITY BILLING PRINTING	378.20	378.20	7,420.00	7,041.80	5.1
207-34-5339 ON-LINE UTILITY BILL PAY-FEE	812.50	812.50	9,705.00	8,892.50	8.4
207-34-5341 ELECTRICITY	38.45	38.45	578.00	539.55	6.7
207-34-5356 PROFESSIONAL SERVICES	.00	.00	20,000.00	20,000.00	.0
207-34-5459 R&M DRAINAGE FACILITIES	.00	.00	30,000.00	30,000.00	.0
207-34-5522 AUTHORITY UTILITIES PAYMENTS	427,645.21	427,645.21	426,441.00	( 1,204.21)	100.3
207-34-5524 AUTHORITY IMPACT FEES	33,440.33	33,440.33	17,545.00	( 15,895.33)	190.6
207-34-5533 EQUIPMENT RENTAL	.00	.00	1,500.00	1,500.00	.0
<b>TOTAL OPERATING</b>	<b>462,314.69</b>	<b>462,314.69</b>	<b>526,689.00</b>	<b>64,374.31</b>	<b>87.8</b>
<u>TRANSFERS - OUT</u>					
207-56-5000 TRANSFER TO GENERAL FUND	.00	.00	260,799.00	260,799.00	.0
<b>TOTAL TRANSFERS - OUT</b>	<b>.00</b>	<b>.00</b>	<b>260,799.00</b>	<b>260,799.00</b>	<b>.0</b>
<u>CAPITAL OUTLAY</u>					
207-80-4065 B-DAMS IMPROVEMENT	.00	.00	93,534.00	93,534.00	.0
207-80-5028 OUTFALL FOR CLEVELAND AVE IMP	.00	.00	1,505,045.00	1,505,045.00	.0
207-80-5125 REGIONAL DRAINAGE IMPROVEMENTS	.00	.00	475,000.00	475,000.00	.0
207-80-5126 STORM DRAIN & PAN REPLACEMENT	.00	.00	61,500.00	61,500.00	.0
207-80-5884 STREET REHABILITATION	.00	.00	90,000.00	90,000.00	.0
<b>TOTAL CAPITAL OUTLAY</b>	<b>.00</b>	<b>.00</b>	<b>2,225,079.00</b>	<b>2,225,079.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>462,314.69</b>	<b>462,314.69</b>	<b>3,012,567.00</b>	<b>2,550,252.31</b>	<b>15.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 397,725.46)</b>	<b>( 397,725.46)</b>	<b>( 877,703.00)</b>	<b>( 479,977.54)</b>	<b>( 45.3)</b>

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>						
209-08-3610	INVESTMENT EARNINGS	2,901.52	2,901.52	32,876.00	29,974.48	8.8
209-08-3701	LOTTERY RECEIPTS	.00	.00	360,000.00	360,000.00	.0
TOTAL MISCELLANEOUS REVENUE		2,901.52	2,901.52	392,876.00	389,974.48	.7
TOTAL FUND REVENUE		2,901.52	2,901.52	392,876.00	389,974.48	.7
NET REVENUE OVER EXPENDITURES		2,901.52	2,901.52	392,876.00	389,974.48	.7

TOWN OF WELLINGTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAX REVENUE</u>					
210-01-3130 SALES TAX	52,526.86	52,526.86	635,572.00	583,045.14	8.3
210-01-3140 USE TAX BUILDING MATERIALS	.00	.00	45,000.00	45,000.00	.0
210-01-3315 MOTOR VEHICLE USE TAX	11,213.87	11,213.87	143,724.00	132,510.13	7.8
210-01-3700 OPEN SPACE SALES TAX	33,436.66	33,436.66	405,000.00	371,563.34	8.3
<b>TOTAL TAX REVENUE</b>	<b>97,177.39</b>	<b>97,177.39</b>	<b>1,229,296.00</b>	<b>1,132,118.61</b>	<b>7.9</b>
<u>BUILDING PERMITS</u>					
210-02-3381 TRAIL IMPACT FEE	900.00	900.00	17,100.00	16,200.00	5.3
210-02-3620 BP PARK IMPACT FEE	2,000.00	2,000.00	38,000.00	36,000.00	5.3
<b>TOTAL BUILDING PERMITS</b>	<b>2,900.00</b>	<b>2,900.00</b>	<b>55,100.00</b>	<b>52,200.00</b>	<b>5.3</b>
<u>RECREATION PROGRAM FEES</u>					
210-05-3174 FIELD RENTALS	250.00	250.00	6,000.00	5,750.00	4.2
210-05-3175 RECREATION FEES	6,186.06	6,186.06	118,374.00	112,187.94	5.2
210-05-3177 BATTING CAGES FEES/SALES	.00	.00	2,000.00	2,000.00	.0
210-05-3178 CARD PROCESSING FEE RECOVERY	233.50	233.50	2,000.00	1,766.50	11.7
<b>TOTAL RECREATION PROGRAM FEES</b>	<b>6,669.56</b>	<b>6,669.56</b>	<b>128,374.00</b>	<b>121,704.44</b>	<b>5.2</b>
<u>MISCELLANEOUS REVENUE</u>					
210-08-3610 INVESTMENT EARNINGS	9,790.92	9,790.92	120,198.00	110,407.08	8.2
210-08-3910 SALE OF ASSETS	.00	.00	1,000.00	1,000.00	.0
210-08-3913 PARKS & REC SPONSORSHIPS	200.00	200.00	500.00	300.00	40.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>9,990.92</b>	<b>9,990.92</b>	<b>121,698.00</b>	<b>111,707.08</b>	<b>8.2</b>
<b>TOTAL FUND REVENUE</b>	<b>116,737.87</b>	<b>116,737.87</b>	<b>1,534,468.00</b>	<b>1,417,730.13</b>	<b>7.6</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
210-34-5100 WAGES & SALARIES	22,615.06	22,615.06	297,237.00	274,621.94	7.6
210-34-5101 SEASONALS - PARKS & REC	818.35	818.35	118,000.00	117,181.65	.7
210-34-5102 BENEFITS	6,949.84	6,949.84	125,574.00	118,624.16	5.5
210-34-5110 ON-CALL STIPEND	400.00	400.00	5,200.00	4,800.00	7.7
210-34-5111 VANDALISM	.00	.00	10,000.00	10,000.00	.0
210-34-5112 HORTICULTURE	131.22	131.22	3,000.00	2,868.78	4.4
210-34-5221 POND CHEMICALS	.00	.00	3,100.00	3,100.00	.0
210-34-5231 FUEL, OIL & GREASE	849.69	849.69	15,000.00	14,150.31	5.7
210-34-5233 R&M- MACHINERY & EQUIP. PARTS	189.50	189.50	24,000.00	23,810.50	.8
210-34-5237 IRRIG. SYS. SUPPLIES/REPAIRS	5,715.00	5,715.00	41,000.00	35,285.00	13.9
210-34-5239 WELLS & WELL HOUSES	.00	.00	10,000.00	10,000.00	.0
210-34-5241 SHOP SUPPLIES	.00	.00	2,000.00	2,000.00	.0
210-34-5251 TREE CARE	6,265.00	6,265.00	45,000.00	38,735.00	13.9
210-34-5254 R&M PARKS & PLAYGROUND	1,639.90	1,639.90	32,000.00	30,360.10	5.1
210-34-5256 SPLASH PAD CHEMICALS	60.48	60.48	1,600.00	1,539.52	3.8
210-34-5341 IRRIGATION ELECTRICITY	236.76	236.76	7,000.00	6,763.24	3.4
210-34-5342 WATER	559.46	559.46	40,000.00	39,440.54	1.4
210-34-5343 SEWER	76.55	76.55	1,800.00	1,723.45	4.3
210-34-5344 NATURAL GAS	729.54	729.54	4,500.00	3,770.46	16.2
210-34-5346 STORM DRAINAGE	290.83	290.83	3,500.00	3,209.17	8.3
210-34-5365 TOILET RENTAL	2,550.00	2,550.00	30,750.00	28,200.00	8.3
210-34-5366 SERVICES - PARKS & LAWN CARE	.00	.00	50,000.00	50,000.00	.0
210-34-5370 SAFETY WORKWEAR & EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
210-34-5372 UNIFORMS	.00	.00	2,750.00	2,750.00	.0
210-34-5380 PROFESSIONAL DEVELOPMENT	35.00	35.00	5,500.00	5,465.00	.6
210-34-5381 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
210-34-5397 WEED CONTROL	.00	.00	600.00	600.00	.0
210-34-5422 SMALL TOOLS	5,106.22	5,106.22	11,000.00	5,893.78	46.4
210-34-5423 SAND, GRAVEL, MULCH, SEED	.00	.00	11,000.00	11,000.00	.0
210-34-5513 INSURANCE DEDUCTIBLE	.00	.00	5,000.00	5,000.00	.0
210-34-5533 EQUIPMENT RENTAL	.00	.00	3,000.00	3,000.00	.0
210-34-5941 SAFETY & FIRST AID KITS	57.54	57.54	4,000.00	3,942.46	1.4
210-34-5942 MINOR PARK IMPROVEMENTS	.00	.00	65,000.00	65,000.00	.0
<b>TOTAL OPERATING</b>	<b>55,275.94</b>	<b>55,275.94</b>	<b>979,711.00</b>	<b>924,435.06</b>	<b>5.6</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
210-51-5100 WAGES & SALARIES	22,551.97	22,551.97	293,687.00	271,135.03	7.7
210-51-5101 SEASONALS - REC	1,192.56	1,192.56	.00	( 1,192.56)	.0
210-51-5102 BENEFITS	6,799.31	6,799.31	118,878.00	112,078.69	5.7
210-51-5110 ON-CALL STIPEND	400.00	400.00	5,200.00	4,800.00	7.7
210-51-5130 START SMART BASEBALL	.00	.00	1,000.00	1,000.00	.0
210-51-5131 START SMART BASKETBALL	.00	.00	750.00	750.00	.0
210-51-5132 START SMART FLAG FOOTBALL	.00	.00	1,050.00	1,050.00	.0
210-51-5133 START SMART SOCCER	.00	.00	2,000.00	2,000.00	.0
210-51-5135 YOUTH SPORTS APPAREL	.00	.00	5,300.00	5,300.00	.0
210-51-5140 YOUTH SOCCER	.00	.00	3,500.00	3,500.00	.0
210-51-5142 YOUTH FOOTBALL	.00	.00	1,500.00	1,500.00	.0
210-51-5144 YOUTH BASEBALL	.00	.00	8,000.00	8,000.00	.0
210-51-5145 YOUTH SOFTBALL	.00	.00	8,000.00	8,000.00	.0
210-51-5146 YOUTH BASKETBALL	.00	.00	1,050.00	1,050.00	.0
210-51-5148 YOUTH VOLLEYBALL	179.80	179.80	3,000.00	2,820.20	6.0
210-51-5149 YOUTH TENNIS	.00	.00	600.00	600.00	.0
210-51-5155 EXTERNAL PROGRAMMING SUBSIDY	.00	.00	4,000.00	4,000.00	.0
210-51-5156 SENIOR PROGRAMS	.00	.00	2,000.00	2,000.00	.0
210-51-5157 ADULT BASKETBALL	.00	.00	800.00	800.00	.0
210-51-5158 ADULT KICKBALL	.00	.00	500.00	500.00	.0
210-51-5161 ADULT TENNIS	.00	.00	500.00	500.00	.0
210-51-5162 ADULT SOFTBALL	.00	.00	4,500.00	4,500.00	.0
210-51-5164 ADULT VOLLEYBALL	59.99	59.99	1,000.00	940.01	6.0
210-51-5165 NCSO REFEREES ADMIN FEE	625.00	625.00	8,000.00	7,375.00	7.8
210-51-5166 INSTRUCTOR/OFFICIAL FEES	580.00	580.00	30,000.00	29,420.00	1.9
210-51-5168 COMPUTER EQUIP./SOFTWARE	947.71	947.71	18,000.00	17,052.29	5.3
210-51-5181 REC. PROG. SUPPLIES/EXP.	446.96	446.96	16,000.00	15,553.04	2.8
210-51-5183 BATTING CAGES - MAINT. & OPER.	.00	.00	11,000.00	11,000.00	.0
210-51-5185 BALL FIELD/CAGE ELECTRICITY	679.13	679.13	20,000.00	19,320.87	3.4
210-51-5186 INFIELD MIX	.00	.00	10,000.00	10,000.00	.0
210-51-5190 YOGA CLASSES	.00	.00	500.00	500.00	.0
210-51-5193 ZUMBA CLASSES	.00	.00	500.00	500.00	.0
210-51-5223 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
210-51-5335 DUES & SUBSCRIPTIONS	1,040.00	1,040.00	3,000.00	1,960.00	34.7
210-51-5372 STAFF UNIFORMS	.00	.00	3,250.00	3,250.00	.0
210-51-5380 PROFESSIONAL DEVELOPMENT	.00	.00	5,000.00	5,000.00	.0
210-51-5392 GYM RENTAL	1,468.50	1,468.50	14,000.00	12,531.50	10.5
210-51-5401 MARKETING SERVICES	704.64	704.64	11,000.00	10,295.36	6.4
210-51-5513 INSURANCE DEDUCTIBLE	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL RECREATION</b>	<b>37,675.57</b>	<b>37,675.57</b>	<b>624,065.00</b>	<b>586,389.43</b>	<b>6.0</b>
<u>TRANSFERS - OUT</u>					
210-56-5000 TRANSFER TO GENERAL FUND	.00	.00	500,679.00	500,679.00	.0
<b>TOTAL TRANSFERS - OUT</b>	<b>.00</b>	<b>.00</b>	<b>500,679.00</b>	<b>500,679.00</b>	<b>.0</b>

TOWN OF WELLINGTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
210-80-5465 MOWER REPLACEMENT	29,638.00	29,638.00	30,000.00	362.00	98.8
210-80-5721 PARKS MASTER PLAN	.00	.00	149,054.00	149,054.00	.0
210-80-5853 UTV REPLACEMENT	54,731.10	54,731.10	55,000.00	268.90	99.5
210-80-5950 PAVE EXISTING TRAILS	1,375.25	1,375.25	10,000.00	8,624.75	13.8
<b>TOTAL CAPITAL OUTLAY</b>	<b>85,744.35</b>	<b>85,744.35</b>	<b>244,054.00</b>	<b>158,309.65</b>	<b>35.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>178,695.86</b>	<b>178,695.86</b>	<b>2,348,509.00</b>	<b>2,169,813.14</b>	<b>7.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 61,957.99)</b>	<b>( 61,957.99)</b>	<b>( 814,041.00)</b>	<b>( 752,083.01)</b>	<b>( 7.6)</b>

TOWN OF WELLINGTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2026

LIBRARY TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING PERMITS</u>					
255-02-3372 LIBRARY IMPACT FEES	500.00	500.00	19,000.00	18,500.00	2.6
TOTAL BUILDING PERMITS	500.00	500.00	19,000.00	18,500.00	2.6
<u>MISCELLANEOUS REVENUE</u>					
255-08-3355 INVESTMENT EARNINGS - LIBRARY	1,636.39	1,636.39	.00	( 1,636.39)	.0
TOTAL MISCELLANEOUS REVENUE	1,636.39	1,636.39	.00	( 1,636.39)	.0
TOTAL FUND REVENUE	2,136.39	2,136.39	19,000.00	16,863.61	11.2
NET REVENUE OVER EXPENDITURES	2,136.39	2,136.39	19,000.00	16,863.61	11.2



## Board of Trustees Meeting

**Date:** March 24, 2026  
**Subject:** Report of Expenses — January 2026

### **EXECUTIVE SUMMARY**

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Attached is the Report of Expenses for January 2026.

### **BACKGROUND / DISCUSSION**

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N/A

### **CONNECTION WITH ADOPTED MASTER PLANS**

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N/A

### **FISCAL IMPLICATIONS**

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N/A

### **STAFF RECOMMENDATION**

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Review and retain report.

### **MOTION RECOMMENDATION**

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N/A

### **ATTACHMENTS**

1. Report of Expenses — January 2026

## Report Criteria:

Journal Code.Journal code = "CD","cdc","cda"  
Transaction.Amount >0

Check Number	Payee or Description	Date	Amount
1	Paymentech Fee (credit card processing)	01/05/2026	60.00
2	PAYSAFE MERCHANT CARD - REFUNDS	01/02/2026	490.07
4	CD - NSF Check - 302805	01/31/2026	243.62
73204	L.C. SALES TAX ADMINISTRATOR	01/05/2026	3,835.69
73205	ADVANCE AUTO PARTS	01/08/2026	24.51
73206	AMAZON	01/08/2026	15.19
73207	CINTAS	01/08/2026	135.00
73208	COLORADO ANALYTICAL LABORATORY	01/08/2026	1,024.00
73209	GENERAL AIR SERVICE AND SUPPLY	01/08/2026	115.48
73210	GRACE VILLAGE	01/08/2026	17,000.00
73211	INGRAM LIBRARY SERVICES	01/08/2026	463.04
73212	JVA, INC	01/08/2026	1,200.00
73213	LARIMER COUNTY SHERIFF	01/08/2026	533,929.29
73214	LOVELAND STEAM LAUNDRY	01/08/2026	41.09
73215	McDonald Farms Enterprises	01/08/2026	3,670.00
73216	KIMBALL MIDWEST	01/08/2026	172.56
73217	POLAR GAS INC	01/08/2026	2,395.22
73218	SAFEBUILT LLC	01/08/2026	7,236.84
73219	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	01/08/2026	2,564.71
73220	SMART DOCUMENT MANAGEMENT, LLC	01/08/2026	270.00
73221	UNITED MAILING	01/08/2026	5,350.23
73222	XEROX IT SOLUTIONS, INC	01/08/2026	9,923.42
73223	AIRGAS USA, LLC	01/08/2026	120.96
73224	ALLIANT INSURANCE SERVICES, INC-NPB MAIN	01/08/2026	582.00
73225	AMAZON	01/08/2026	46.36
73226	CIRSA	01/08/2026	62,011.93
73227	E-Z POUR READY MIX	01/08/2026	285.00
73228	GOVCONNECTION, INC.	01/08/2026	542.72
73229	MAC EQUIPMENT, INC	01/08/2026	29,638.00
73230	NORTHERN COLORADO SPORTS OFFICIALS	01/08/2026	625.00
73231	OVERDRIVE	01/08/2026	3,000.00
73232	PLOWOPS, INC.	01/08/2026	222.00
73233	SAGE DISPOSAL, LLC	01/08/2026	895.25
73234	SH OF COLORADO, INC	01/08/2026	28,002.95
73235	SUMMIT CONTROL	01/08/2026	652.40
73236	STREAMLINE	01/08/2026	4,800.00
73237	TDS	01/08/2026	640.14
73238	WELLINGTON AREA CHAMBER OF COM	01/08/2026	2,000.00
73239	WELLINGTON LAKE, LLC	01/08/2026	1,600.00
73240	WICKHAM TRACTOR CO	01/08/2026	54,731.10
73241	A.R.C. INCORPORATED	01/14/2026	1,991.76
73242	Affordable Sealing & Striping	01/14/2026	74,500.00
73243	ALLIANCE COMMUNICATION & TECHNOLOGIES	01/14/2026	1,492.00
73244	BUSINESS CARD FACTORY OF COLORADO	01/14/2026	87.30
73245	CAROL SOFIA MOORE	01/14/2026	910.00
73246	CHERYL ARAGON CONSULTING, LLC	01/14/2026	255.00
73247	CivicPlus	01/14/2026	1,905.75
73248	COLORADO ANALYTICAL LABORATORY	01/14/2026	302.00
73249	Employers Council	01/14/2026	154.00
73250	FELSBURG HOLT & ULLEVIG INC	01/14/2026	13,563.78
73251	GENERAL AIR SERVICE AND SUPPLY	01/14/2026	57.74
73252	INTERSTATES, INC.	01/14/2026	1,474.86
73253	MOSES, WITTEMYER, HARRISON & WOODRUFF	01/14/2026	3,622.00
73254	MOUNTAIN SHADOW CARRIAGES LLC	01/14/2026	400.00
73255	NORTHLAND SECURITIES INC.	01/14/2026	1,266.67

Check Number	Payee or Description	Date	Amount
73256	OWL CANYON COFFEE LLC	01/14/2026	296.00
73257	POUDRE SCHOOL DISTRICT	01/14/2026	369.00
73258	TOWN OF WELLINGTON	01/14/2026	2,253.45
73259	UNCC	01/14/2026	134.28
73260	WELD CNTY DEPT PUBLIC HEALTH ENVIRONMENT	01/14/2026	270.00
73261	WESTWATER RESEARCH LLC	01/14/2026	1,662.50
73262	AMAZON	01/15/2026	1,159.98
73263	AWP, Inc. dba AWP Safety	01/15/2026	454.08
73264	CINTAS	01/15/2026	207.70
73265	COLORADO ANALYTICAL LABORATORY	01/15/2026	393.00
73266	DELL	01/15/2026	1,070.96
73267	GOVCONNECTION, INC.	01/15/2026	1,958.72
73268	KELLAR ENGINEERING LLC	01/15/2026	765.00
73269	KELLY SUPPLY COMPANY	01/15/2026	707.64
73270	KINGS 111 OF AMERICA LLC	01/15/2026	39.93
73271	LOVELAND STEAM LAUNDRY	01/15/2026	63.56
73272	LUMEN	01/15/2026	2,099.04
73273	MURPHY COMPANY MECHANICAL CONTRACTORS	01/15/2026	1,742.94
73274	NORTH FRONT RANGE WATER QUALITY PLANNING	01/15/2026	3,472.88
73275	NORTHERN COLORADO SPORTS OFFICIALS	01/15/2026	150.00
73276	OMNISITE	01/15/2026	404.00
73277	POLAR GAS INC	01/15/2026	2,082.19
73278	SOPER PEST CONTROL	01/15/2026	250.00
73279	TOWN OF WELLINGTON	01/15/2026	1,500.00
73280	WELD COUNTY SHERIFF	01/22/2026	43.00
73281	ABLAO LAW LLC	01/22/2026	750.00
73282	AMAZON	01/22/2026	2,899.08
73283	BELL,BOGE & ASSOCIATES,P.C.	01/22/2026	4,780.49
73284	BERRY, DUNN, MCNEIL & PARKER LLC	01/22/2026	11,744.00
73285	POO FREE PARKS	01/22/2026	1,399.90
73286	BURNT MOUNTAIN SERVICES LLC	01/22/2026	6,825.00
73287	CINTAS	01/22/2026	57.54
73288	CITY OF FORT COLLINS	01/22/2026	5,422.00
73289	COLORADO LIBRARY CONSORTIUM	01/22/2026	2,509.89
73290	E-470	01/22/2026	32.20
73291	E-Z POUR READY MIX	01/22/2026	1,375.25
73292	KELLY SUPPLY COMPANY	01/22/2026	185.93
73293	McDonald Farms Enterprises	01/22/2026	734.00
73294	MOUNTAIN SHADOW CARRIAGES LLC	01/22/2026	1,785.00
73295	NORTHWEST PARKWAY	01/22/2026	40.85
73296	POLAR GAS INC	01/22/2026	2,724.75
73297	PVS DX, INC	01/22/2026	9,099.89
73298	SEACREST GROUP	01/22/2026	2,650.00
73299	TROPHY CREATIVE LLC	01/22/2026	19.00
73300	TOWN OF WELLINGTON	01/22/2026	1,200.00
73301	KATHY THORNTON	01/28/2026	100.00
73302	MELANIE MURPHY	01/28/2026	100.00
73303	BAESSLER RESIDENTIAL COLORADO	01/28/2026	216.06
73304	BAESSLER RESIDENTIAL COLORADO	01/28/2026	234.97
73305	BAESSLER RESIDENTIAL COLORADO	01/28/2026	116.88
73306	BAESSLER RESIDENTIAL COLORADO LLC	01/28/2026	252.87
73307	BAESSLER RESIDENTIAL COLORADO LLC	01/28/2026	116.88
73308	BAESSLER RESIDENTIAL COLORADO LLC	01/28/2026	116.88
73309	BAUMANN, MATHEW	01/28/2026	116.88
73310	DEMENNA, JEFFREY	01/28/2026	277.89
73311	HAMILTON, BROOKE	01/28/2026	134.28
73312	JEFFREY CARTER	01/28/2026	231.19
73313	PARKE, SUSAN TRUSTEE	01/28/2026	220.36

Check Number	Payee or Description	Date	Amount
73314	PERRY, SHARON	01/28/2026	130.39
73315	RCC PROPERTIES LLC	01/28/2026	217.87
73316	AE2S	01/28/2026	17,628.25
73317	FORT COLLINS HEATING & AIR CONDITIONING,	01/28/2026	805.33
73318	HINKLE & COMPANY, PC	01/28/2026	10,000.00
73319	POUDRE LEGAL ADVISORS LLC	01/28/2026	1,751.00
73320	REPUBLIC SERVICES INC.	01/28/2026	264.00
73321	SEACREST GROUP	01/28/2026	4,420.00
73322	AMAZON	01/29/2026	1,497.15
73323	CML	01/29/2026	3,550.00
73324	COLORADO ANALYTICAL LABORATORY	01/29/2026	329.00
73325	COLORADO LIBRARY CONSORTIUM	01/29/2026	2,352.60
73326	CORE & MAIN LP	01/29/2026	3,724.80
73327	DELL	01/29/2026	1,257.93
73328	GENERAL AIR SERVICE AND SUPPLY	01/29/2026	1,933.10
73329	GRAINGER	01/29/2026	359.50
73330	KINGS 111 OF AMERICA LLC	01/29/2026	49.91
73331	LOVELAND STEAM LAUNDRY	01/29/2026	37.04
73332	McDonald Farms Enterprises	01/29/2026	9,767.50
73333	MURPHY COMPANY MECHANICAL CONTRACTORS	01/29/2026	3,750.50
73334	NORFIELD DEVELOPMENT PARTNERS, LLC	01/29/2026	1,588.00
73335	NORTHERN COLORADO SPORTS OFFICIALS	01/29/2026	745.00
73336	POLAR GAS INC	01/29/2026	2,530.51
73337	SMART RAIN SYSTEMS, LLC	01/29/2026	5,430.00
73338	BARTLETT TREE EXPERTS	01/29/2026	1,020.00
73339	T-MOBILE USA INC	01/29/2026	268.70
73340	TOWN OF WELLINGTON	01/29/2026	300.00
73341	LUCAS FLAX	01/29/2026	58.00
73342	ROSS LAGENESE	01/29/2026	217.50
5005657	AMERICAN HERITAGE LIFE INSURANCE COMPANY	01/07/2026	244.74
5005658	COMCAST HOLDING CORPORATION	01/07/2026	194.85
5005661	MISSION SQUARE	01/06/2026	21,884.39
5005662	PATH POINT MERCHANT SERVICES LLC	01/06/2026	3,697.74
5005663	PINNACOL ASSURANCE	01/26/2026	7,914.00
5005664	XCEL ENERGY	01/20/2026	35.62
5005665	XCEL ENERGY	01/20/2026	1,478.05
5005666	XCEL ENERGY	01/20/2026	13.22
5005667	XCEL ENERGY	01/20/2026	16,234.10
5005668	XCEL ENERGY	01/20/2026	1,417.31
5005669	XPRESS SOLUTIONS INC	01/06/2026	6,685.36
5005670	AMAZON	01/13/2026	503.13
5005671	FIRST NATIONAL BANK OMAHA - Pcard	01/25/2026	14,141.15
5005672	Black Hills Energy	01/27/2026	7,665.13
5005673	COLORADO EDUCATIONAL BENEFIT TRUST	01/13/2026	87,143.23
5005674	Jive Communications Inc	01/13/2026	731.61
5005675	POUDRE VALLEY REA	01/13/2026	9,447.88
5005676	RISE BROADBAND	01/13/2026	80.00
5005677	MISSION SQUARE	01/16/2026	22,554.86
5005678	US BANK, N.A. ATTN TFM REF 14878100	01/16/2026	1,833,249.14
5005680	STANDARD INSURANCE COMPANY	01/20/2026	1,859.78
5005681	VERIZON WIRELESS	01/20/2026	3,670.16
5005682	WEX BANK	01/20/2026	3,170.54
5005683	CASELLE, INC.	01/09/2026	34,434.20
5005684	XCEL ENERGY	01/30/2026	674.48
5005685	XCEL ENERGY	01/30/2026	892.03
5005686	XCEL ENERGY	01/30/2026	78.78
5005687	XCEL ENERGY	01/30/2026	2,619.36
5005688	XCEL ENERGY	01/30/2026	6,760.64

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Check Number	Payee or Description	Date	Amount
5005689	XCEL ENERGY	01/30/2026	10,297.06
5005690	XCEL ENERGY	01/30/2026	5,078.77
5005692	CENTURYLINK	01/29/2026	170.95
5005694	SPACE EXPLORATION TECHNOLOGIES CORP	01/02/2026	65.00
Grand Totals:			<u>3,145,629.23</u>

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## Wellington Drinking Water and Wastewater Utilities Monthly Production and Operational Summary Report As of March 1, 2026

### Monthly Production Summary

#### Drinking Water

- Total February monthly volumetric production to meet demand was 19.3 million gallons (MG), which is above average production for February over the last 5 years (18.5 MG).
  - The Conventional Plant produced 12.2 MG.
  - The Nanofiltration Plant produced 7.1 MG.
- Please see the attached charts for additional details related to drinking water production.

#### Wastewater

- The total influent volume for February was 17.1 MG, which is above average for February over the last five years (16.3 MG).
- Hydraulic loading for February was at 0.61 million gallons per day (MGD). This hydraulic load represents 68% of the currently permitted maximum hydraulic capacity.
- Organic loading for February was 1,445 pounds of BOD, which is below average for February over the last 5 years (1,860 lbs of BOD). This represents 55% of the currently permitted maximum organic capacity.
- Please see the attached charts for additional details related to water reclamation production.

### Monthly Operational Summary

#### Drinking Water Treatment Plants

- Conventional Plant
  - Staff initiated a new filter survey program for the Town's granular activated carbon filters. These surveys evaluate media depth and condition, helping optimize seasonal backwash settings and establishing baseline data to guide future media replacement for effective taste and odor treatment. The backwash optimization has reduced water use by 13% per backwash.
  - Staff continued troubleshooting the sodium bisulfite feed system, which is used to remove ozone and chlorine from treated water before it enters the process. Work has focused on identifying the cause of recurring chemical line clogging and making operational adjustments to improve the system's reliability.
- Nanofiltration Plant
  - The unit operated steadily and was online for nearly the entire month of February, following significant downtime in January when staff repaired a plumbing failure on the raw water influent line.

#### Distribution & Collections

- The D&C team completed the final round of trial shutdowns for the Cleveland Avenue Project, working closely with Engineering. The team identified three mapping discrepancies and discovered one previously unknown valve, which was essential to confirming system control before contractor work begins. Valve exercising was also performed to ensure full operational readiness of the distribution system.



#### Water Reclamation Facility

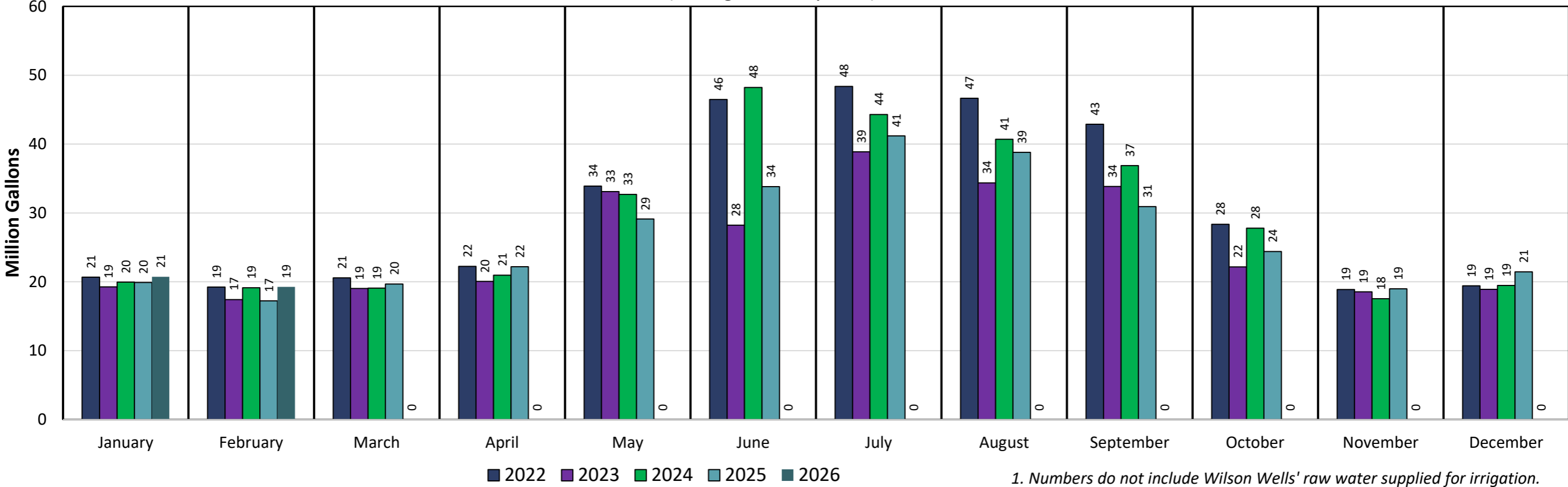
- Staff submitted the Town's 2025 Biosolids Report, documenting annual biosolids production, management practices, and analytical results. PFAS concentrations in the biosolids remained very low, with most compounds reported below method detection limits. These results reflect continued effective process control and compliance with CDPHE reporting requirements.

# TOWN OF WELLINGTON

## Water Treatment

### Total Monthly Production: Conventional WTP and Nano Plant<sub>1</sub>

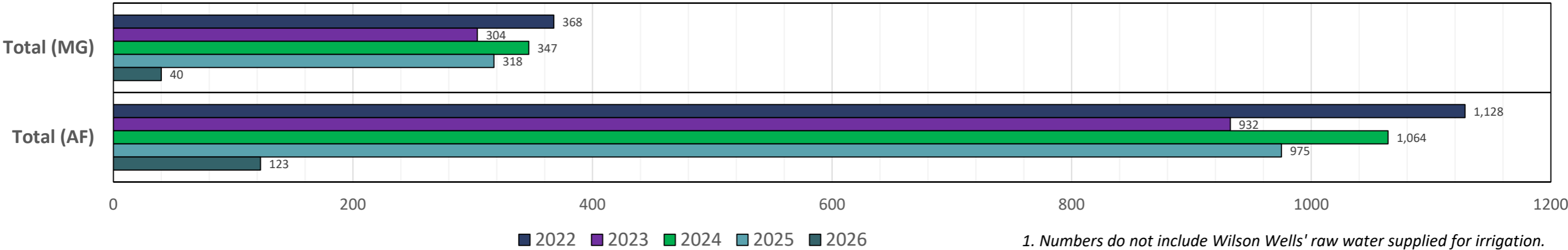
(Through February 2026)



*1. Numbers do not include Wilson Wells' raw water supplied for irrigation.*

### Annual Production Volumes<sub>1</sub>

(Through February 2026)



*1. Numbers do not include Wilson Wells' raw water supplied for irrigation.*

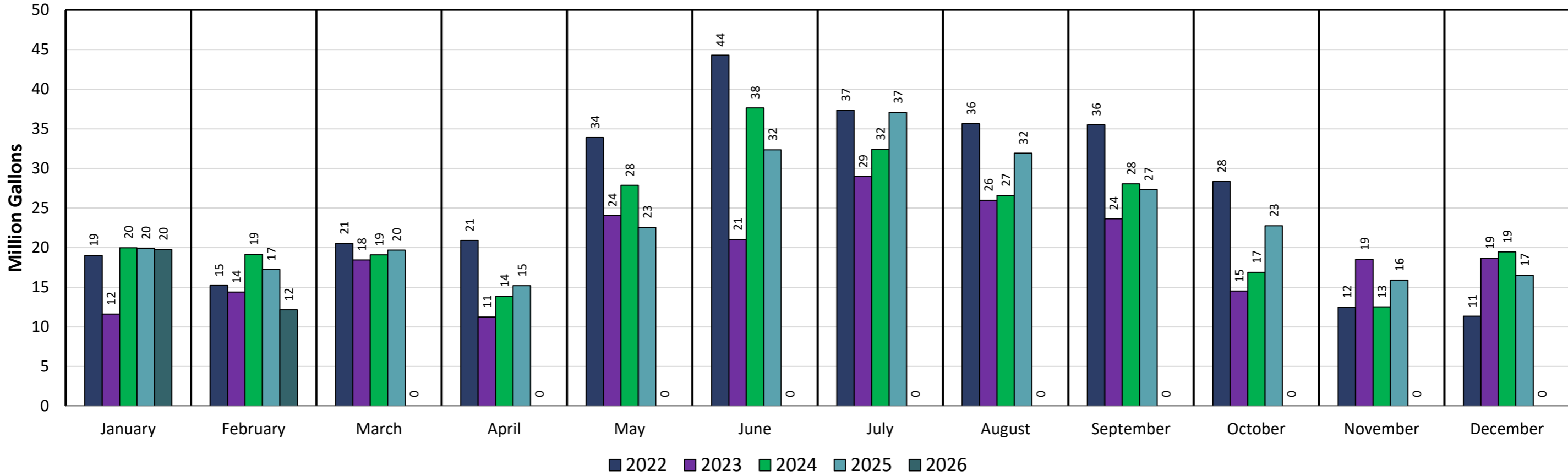


TOWN OF WELLINGTON

Water Treatment

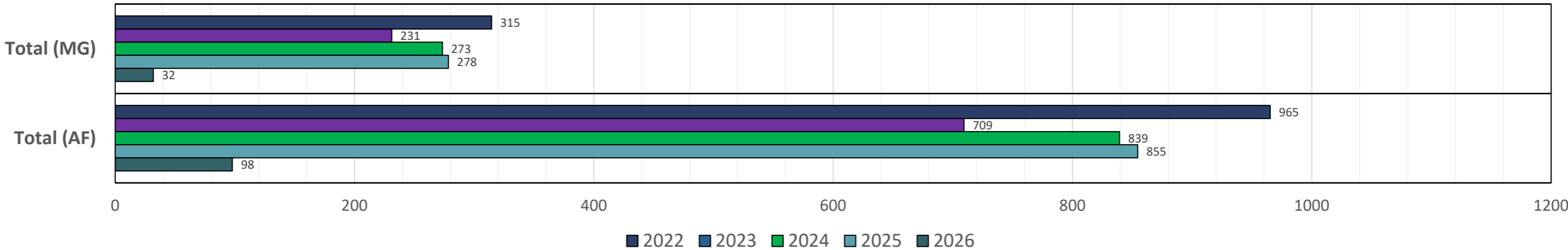
Monthly Production: Conventional WTP

(Through February 2026)



Annual Production Volumes

(Through February 2026)

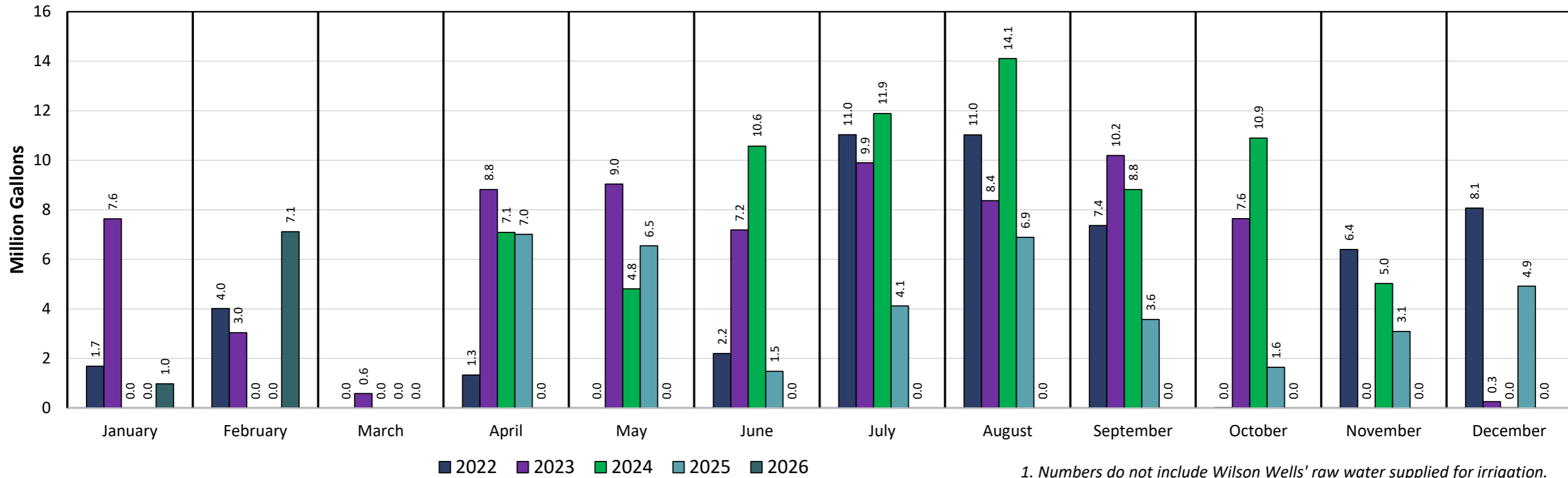


# TOWN OF WELLINGTON

## Water Treatment

### Monthly Production: Nano Plant<sub>1</sub>

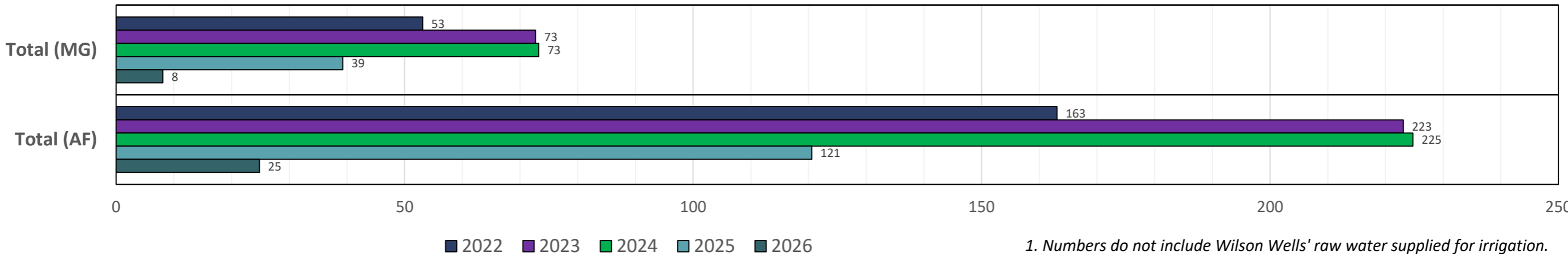
(Through February 2026)



1. Numbers do not include Wilson Wells' raw water supplied for irrigation.

### Annual Production Volumes<sub>1</sub>

(Through February 2026)



1. Numbers do not include Wilson Wells' raw water supplied for irrigation.

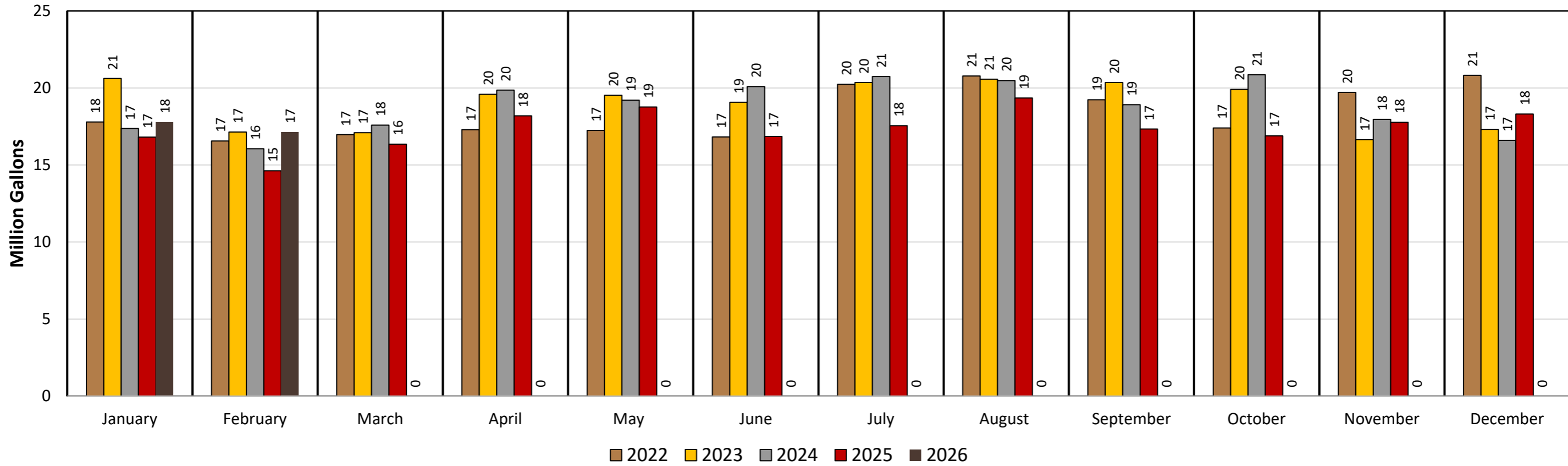


# TOWN OF WELLINGTON

## Water Reclamation Facility Treatment

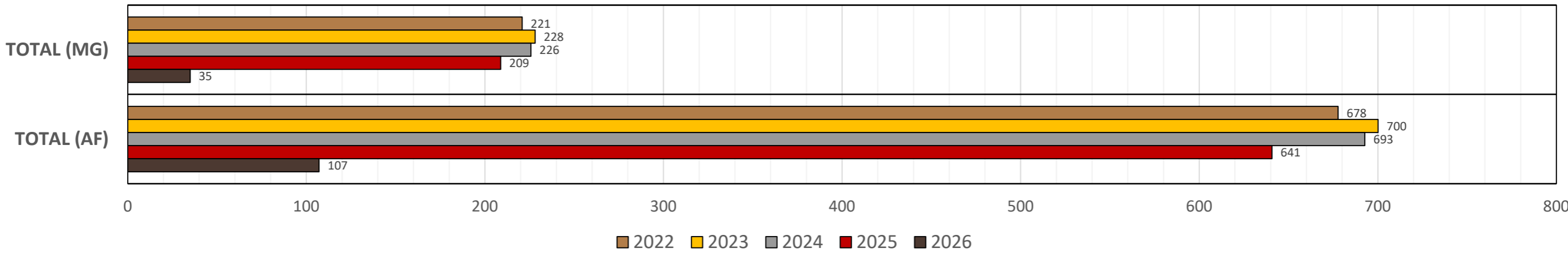
### Monthly Production: Monthly Volume of Influent

(Through February 2026)

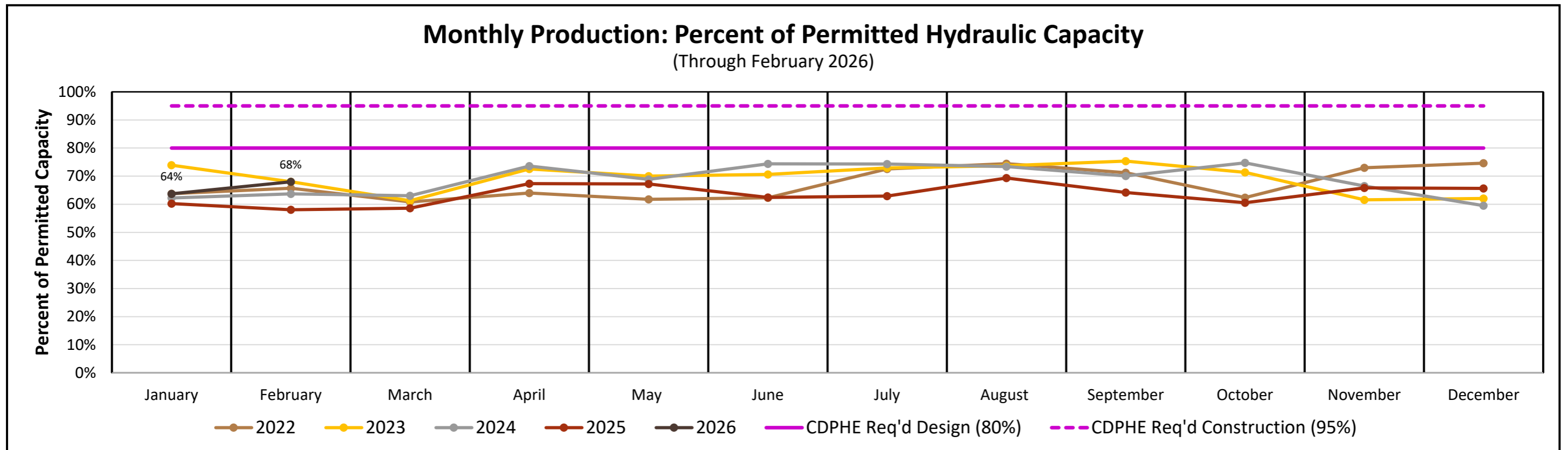
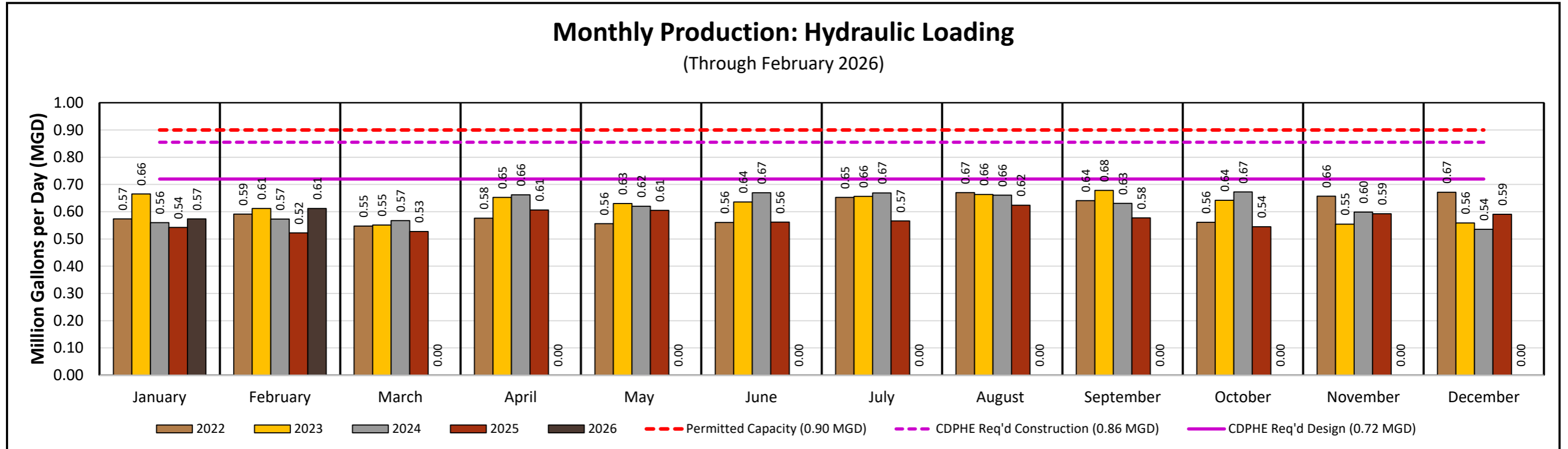


### Annual Volume of Influent

(Through February 2026)

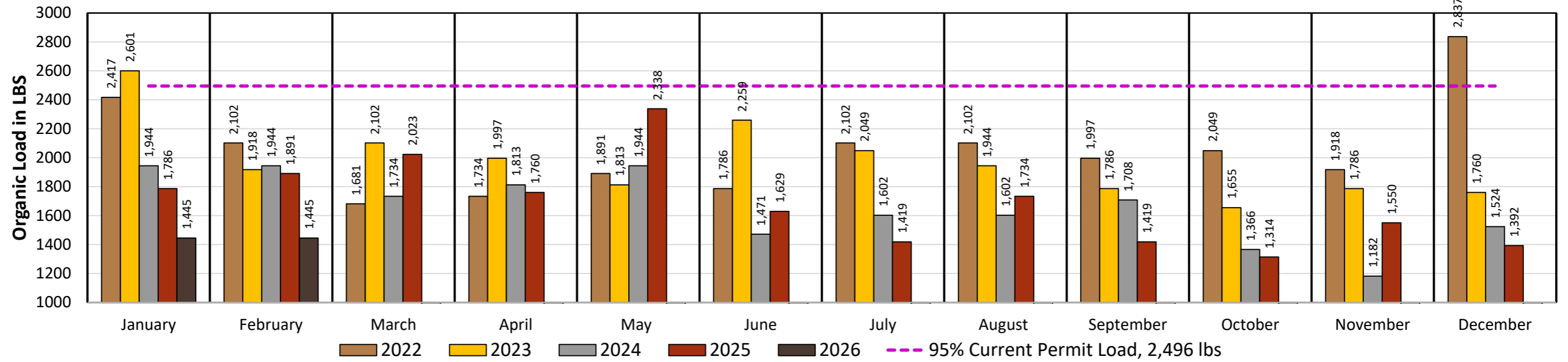


# TOWN OF WELLINGTON Water Reclamation Facility

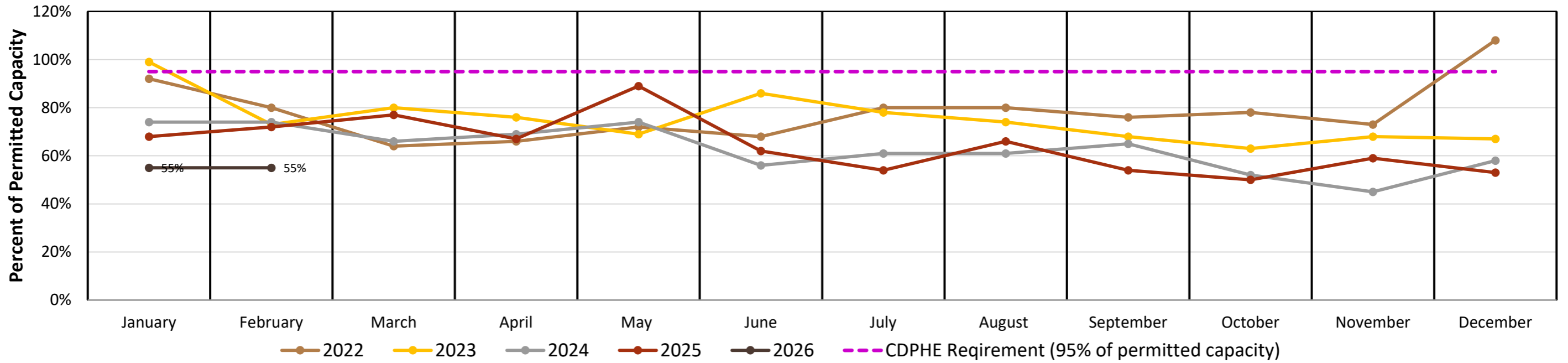


# TOWN OF WELLINGTON Water Reclamation Facility

## Monthly Production: Organic Loading (Through February 2026)



## Monthly Production: Percent of Permitted Organic Capacity (Through February 2026)





## Board of Trustees Meeting

**Date:** March 24, 2026  
**Subject:** 2025 Annual Report

### **EXECUTIVE SUMMARY**

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The attached 2025 Annual Report provides an overview of major Town initiatives, accomplishments, and operational highlights from the past year. The report summarizes key infrastructure investments, financial stewardship efforts, community engagement activities, and service delivery outcomes across Town departments. It is intended to provide the Board of Trustees and the public with a clear snapshot of the Town's progress and priorities during 2025.

### **BACKGROUND / DISCUSSION**

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Each year, the Town prepares an annual report to communicate organizational accomplishments. To view past annual reports, please visit our website: <https://wellingtoncolorado.gov/493/Administration> and look under, "Annual Report."

### **CONNECTION WITH ADOPTED MASTER PLANS**

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The accomplishments outlined in the 2025 Annual Report reflect ongoing implementation of the Town's 2025–2029 Strategic Plan. Initiatives described in the report support the Board's strategic priorities, including ensuring strong Town operations, fostering economic vibrancy, cultivating and nurturing community spaces, and guiding responsible growth through infrastructure investment and long-range planning.

### **FISCAL IMPLICATIONS**

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N/A

### **STAFF RECOMMENDATION**

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N/A

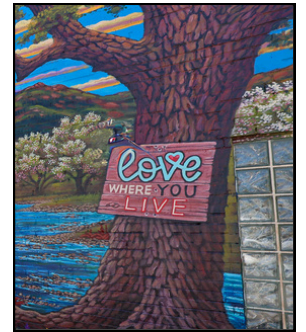
### **MOTION RECOMMENDATION**

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N/A

### **ATTACHMENTS**

1. 2025 Annual Report\_March 24 2026



# 2025 ANNUAL REPORT





## BOARD OF TRUSTEES



**Shirrell Tietz**  
Trustee



**Ed Cannon**  
Trustee



**Brian Mason**  
Mayor Pro Tem



**Calar Chaussee**  
Mayor



**David Wiegand**  
Trustee



**Rebekka Dailey**  
Trustee



**Lowrey Moyer**  
Trustee

### **Calar Chaussee, Mayor**

[ChausseeC@WellingtonColorado.gov](mailto:ChausseeC@WellingtonColorado.gov)

Term expires: April 2026

### **Brian Mason, Mayor Pro Tem**

[MasonB@WellingtonColorado.gov](mailto:MasonB@WellingtonColorado.gov)

Term expires: April 2026

### **Ed Cannon, Trustee**

[CannonEd@WellingtonColorado.gov](mailto:CannonEd@WellingtonColorado.gov)

Term expires: April 2028

### **Rebekka Dailey, Trustee**

[DaileyRm@WellingtonColorado.gov](mailto:DaileyRm@WellingtonColorado.gov)

Term expires: April 2028

### **Lowrey Moyer, Trustee**

[MoyerLo@WellingtonColorado.gov](mailto:MoyerLo@WellingtonColorado.gov)

Term expires: April 2028

### **Shirrell Tietz, Trustee**

[TietzS@WellingtonColorado.gov](mailto:TietzS@WellingtonColorado.gov)

Term expires: April 2026

### **David Wiegand, Trustee**

[WiegandD@WellingtonColorado.gov](mailto:WiegandD@WellingtonColorado.gov)

Term expires: April 2026

## Town Leadership Team

- Patti Garcia - Town Administrator
- Kelly Houghteling - Deputy Town Administrator
- Bob Gowing - Public Works Director
- Meagan Smith - Deputy Public Works Director
- Nathan Ewert - Deputy Public Works Director
- Cody Bird - Planning Director
- Nic Redavid - Finance Director & Town Treasurer
- Stephanie Anderson - Human Resources Director
- Hannah Hill - Town Clerk
- Billy Cooksey - Parks & Recreation Director
- Ross LaGenese - Library Director



- Proactively maintain & improve utilities, streets, and built environment.
- Improve housing diversity.
- Advance cohesive & holistic new developments.
- Reinforce & align plans for corridors and jurisdiction boundaries.
- Explore financing options for development.

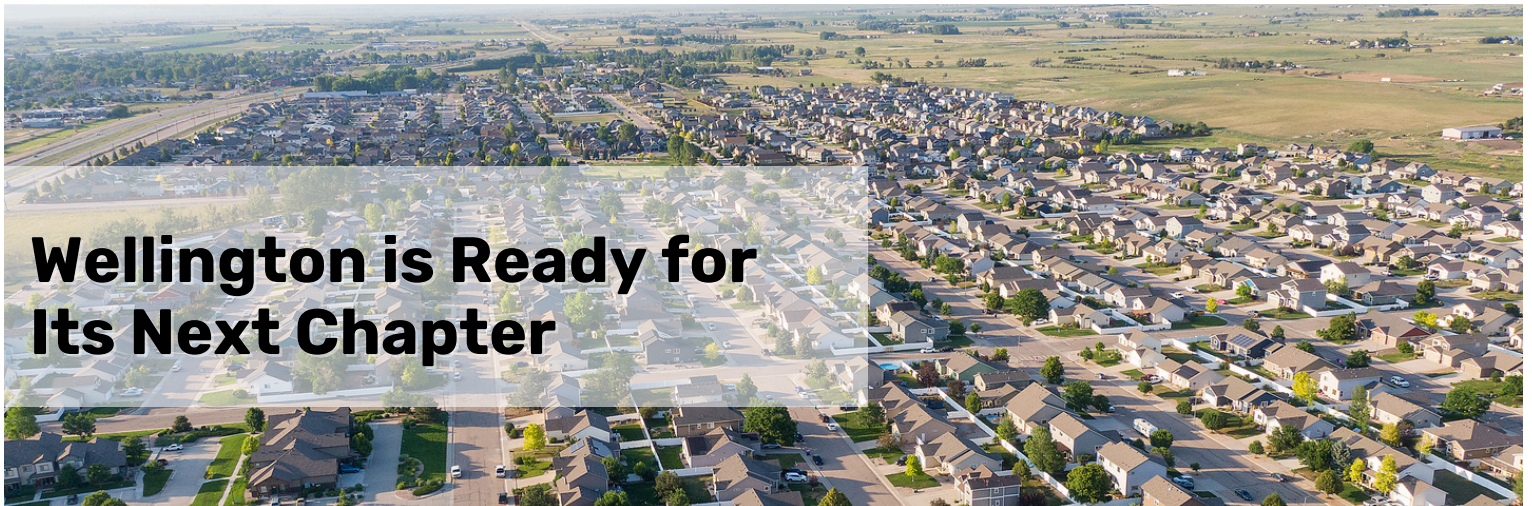
- Retain & expand current local businesses.
- Recruit new businesses.
- Identify funding opportunities for economic development.
- Align & develop visions related to economic development.

- Align needs & vision for community spaces.
- Explore creating a community center.
- Retain, revitalize & invest in meeting & gathering spaces.
- Increase revenues for town facilities.

- Communicate strategically to community audiences.
- Invest in, retain & hire skilled staff.
- Cultivate effective staff & trustee interactions.
- Ensure safety & security, such as emergency response.
- Improve physical spaces & systems for staff efficiency & collaboration.
- Leverage & expand external relationships.

## Strategic Goals and Objectives Tracking

The Wellington Board of Trustees unanimously approved the Strategic Plan for 2025-2029 at its Aug. 27 Regular Meeting. Tracking can be monitored at [WellingtonColorado.gov/480/Strategic-Plan](https://WellingtonColorado.gov/480/Strategic-Plan).



## Wellington is Ready for Its Next Chapter

With the largest infrastructure investments in Town history now complete, Wellington is entering a new era of opportunity—one that supports economic prosperity, strong essential services, and continued improvements to quality of life.

A major milestone came in 2024 with the successful completion of expansion projects at the Town's Water Treatment Plant and Water Reclamation Facility. These projects doubled Wellington's capacity to treat water, ensuring the Town can meet both current residential needs and future demand. Just as importantly, this added capacity provides the foundation needed to support commercial development and job growth. In short, Wellington is open for business.

At the same time, the Town continues to invest in infrastructure and long-range planning that strengthens essential services while enhancing daily life for residents. In 2026, Wellington will begin the Cleveland Avenue Construction Project—an extensive reconstruction of the Town's Main Street.

The project will improve safety, drainage, parking, ADA accessibility, and sidewalks, while creating a more attractive and welcoming downtown environment.

Wellington is also planning for the future through several community-focused initiatives. A recently completed Housing Needs Assessment is helping identify gaps in housing types and affordability, while the Transportation & Mobility Master Plan will guide improvements that enhance connectivity and mobility for residents and visitors.

Quality-of-life amenities remain a priority, as well. The Parks, Recreation, Open Spaces, and Trails (PROST) Master Plan and Community Center Feasibility Study are giving residents a voice in shaping the future of parks and recreation and evaluating opportunities for a future community center.

Alongside these planning efforts, several development projects that hold significant promise for Wellington's economic future are moving forward:



**Kaufman & Robinson Inc.  
Manufacturing and Research Facility**

### **Kaufman & Robinson, Inc.:**

Construction began on a 50,000+ square-foot manufacturing and research facility for this internationally recognized advanced manufacturing company. The project will bring high-quality jobs and further diversify Wellington’s economy while expanding the company’s presence in Northern Colorado.



**Rendering of Wellington  
Business Center**

### **Wellington Business Center:**

A phased commercial development that will add more than 95,000 square feet of business and commercial space. With construction anticipated in 2026, the project has the potential to bring more than a dozen new businesses and accompanying jobs to the community.



**Sage Farms, future master-planned  
community**

### **Sage Farms:**

This master-planned community has received preliminary plat approval and is advancing to its next phase.

The development includes a mix of residential housing, neighborhood commercial space, parks, open space, and trail connections designed to integrate with the community.

Together, these projects reflect Wellington’s readiness for thoughtfully managed growth—made possible by strategic investments in infrastructure and guided by long-term planning. They also demonstrate the Town’s commitment to expanding economic opportunities while preserving the character and sense of community that make Wellington special.

From its beginnings as a frontier town to the thriving community it is today, Wellington has always been defined by resilience, vision, and community spirit. With strong infrastructure in place and a clear path forward, the Town is well positioned to enter its most vibrant chapter yet.

# Town Highlights

## **Water Reclamation Expansion Reaches Completion**

The Water Reclamation Facility Expansion was completed in 2025, increasing treatment capacity and strengthening long-term reliability to support residents and future growth.

## **Reliable Drinking Water Remains a Top Priority**

Water utility teams completed critical infrastructure improvements, enhanced water quality monitoring, and advanced long-term water planning to ensure dependable service for the community.

## **Future of Parks and Recreation**

The Town launched the Parks, Recreation, Open Space, and Trails (PROST) Master Plan and Community Center Feasibility Study, inviting residents to help shape future recreational investments.

## **Expanded Opportunities**

Recreation programming grew in 2025 with Movies in the Park, youth sports tournaments, fitness classes, school partnerships, and expanded adaptive and inclusive programming.

## **Housing Supply & Affordability Strategies Identified**

The Town completed a Housing Needs & Affordability Assessment, updated development regulations related to housing, and made a commitment to Proposition 123 to leverage available funds to support partnerships that can increase the availability of affordable homes.

## **Strong Financial Oversight Continues**

Audits for fiscal years 2022–2024 were completed, and financial management policies were updated to support long-term fiscal responsibility. The Town received the 2025 GFOA Distinguished Budget Presentation Award.

## **Local Government Becomes More Accessible**

Residents benefited from earlier Board packet publication, improved meeting livestreaming through upgraded audiovisual systems, launch of new Town podcast, “Around the Well”, and more frequent operational reporting.

## **Street Improvements Continue Across Town**

Annual pavement preventative maintenance, including crack sealing and asphalt patching, improved roadway conditions and extended the life of Wellington’s street network. The Town completed its multi-year Old Town Street Program, addressing aging streets, sidewalks, curb, and gutter infrastructure.

## **Trustees Support Community through Funding Programs**

The Board of Trustees supported the community by using the Board Discretionary Fund to assist local non-profit organizations and by providing funding to utility customers in need through the Hardship Utility Grant.



## **Downtown Revitalization Moves from Vision to Design**

The Town completed the final design for the Cleveland Avenue Construction Project, laying the groundwork for safer streets, improved drainage, enhanced pedestrian access, improved parking and a revitalized downtown corridor.

## **Community Voices Shape Major Town Projects**

Through Town Hall engagement opportunities, residents provided feedback on the Cleveland Avenue design, PROST Master Plan & Community Center Feasibility Study, and municipal utility rates.

## **Stormwater Infrastructure Strengthened**

Key drainage improvements were completed, including repairs to the Sage Meadows Stormwater Pump Station and an in-house Coal Creek outfall structure repair.

## **Water-Saving Improvements Implemented in Parks**

Smart irrigation controls and other efficiency measures were installed in parks, saving approximately \$20,000 in water costs and supporting long-term sustainability.

## **Library Programming Continues to Grow and Evolve**

The Wellington Public Library delivered a successful Summer Reading Program, expanded programming for neurodivergent patrons, and introduced new literacy and cultural events.

## **Emergency Preparedness Strengthened**

A multi-agency emergency response tabletop exercise improved coordination between Town staff and regional public safety partners. The Building Dept. partnered with Larimer County Office of Emergency Management for local Damage Assessment coordination and training.

## **Community Events Bring Residents Together**

The Town hosted major community events in 2025, including the 4th of July Parade and Festival, Town Clean-Up, St. Paddy's Festival, Trick-or-Treat Down Main Street, Veterans Day Ceremony, & Parade of Lights.

## **New "Movie Night in the Park" Summer Series**

This summer series featured six outdoor movie screenings at parks across the community.

# What Residents Told Us → What We Did

## Infrastructure and Long-Term Planning

### What Residents Told Us

Residents emphasized that water cost, quality, and long-term supply were major concerns, and that infrastructure like roads, drainage, and utilities must keep pace with growth.

### What We Did

- Doubled water treatment capacity through major plant expansions to meet current and future demand
- Created Hardship Utility Grant and water conservation program for residents
- Completed final design for Cleveland Avenue improvements (drainage, safety, ADA accessibility, sidewalks)
- Completed Water Source Development Plan for long-term water supply reliability
- Completed Housing Needs & Affordability Assessment to guide housing strategy and development standards
- Launched Transportation & Mobility Plan for comprehensive travel improvements

## Businesses and Local Economy

### What Residents Told Us

Residents expressed a strong desire for more restaurants, shops, and services, along with efforts to support small businesses and keep spending local.

### What We Did

- Launched Shop Local campaign with state grant funding
- Hired a Business Development Manager
- Partnered with Main Street Program, and local businesses on community events (St. Paddy's, 4th of July, Parade of Lights, Shop Small Saturday)
- Approved plans for Wellington Business Center (95,000+ sq ft of commercial space)
- Supported Kaufman & Robinson manufacturing facility for high-quality jobs and economic diversification
- Approved preliminary plat for first filing of Sage Farms development with housing, commercial space, parks, and trail connections

# What Residents Told Us → What We Did

## Recreation, Parks, and Quality of Life

### What Residents Told Us

Residents asked for more recreation opportunities, trails, parks, gathering spaces, and family-friendly activities.

### What We Did

- Kicked off the Parks, Recreation, Open Space, and Trails (PROST) Master Plan & Community Center Feasibility Study
- Continued investments in improving parks, trails, and recreation programming
- Expanded community events and activities

## Communication, Transparency, and Engagement

### What Residents Told Us

Residents wanted clearer communication, more opportunities to stay informed, and easier access to meetings and information.

### What We Did

- Increased public communication and outreach using outreach tools such as website, social media, Nextdoor, press releases, and launched Town podcast
- Started posting summaries of the Board of Trustees meetings on social media
- Hosted community Town Halls
- Improved the technology to better stream and record Town meetings
- Expanded budget education and outreach

## Financial Stewardship

### What Residents Told Us

Residents expressed concerns about financial management, accountability, and affordability.

### What We Did

- Completed audits of financial statements for fiscal years 2022-2024
- Recognized by Government Finance Officers Association with the Distinguished Budget Presentation Award for fiscal years 2024 and 2025, continuing to improve budget transparency and financial planning
- Expanded multi-year revenue, budgeting, and municipal utility rate forecasting resources
- Adopted comprehensive Financial Management Policies in alignment national standards and GFOA best practices
- Pursued grants and partnerships to support community priorities

# Year in Review



# Year in Review



**3.5**  
miles of trail maintained



**10**  
town parks managed



**2,482**  
recreation registrations per year



**13,284**  
recreation participants per year



**131.3**  
public acres maintained  
*across 18 locations*



**40,000**  
library items circulated



**41,061**  
community interactions

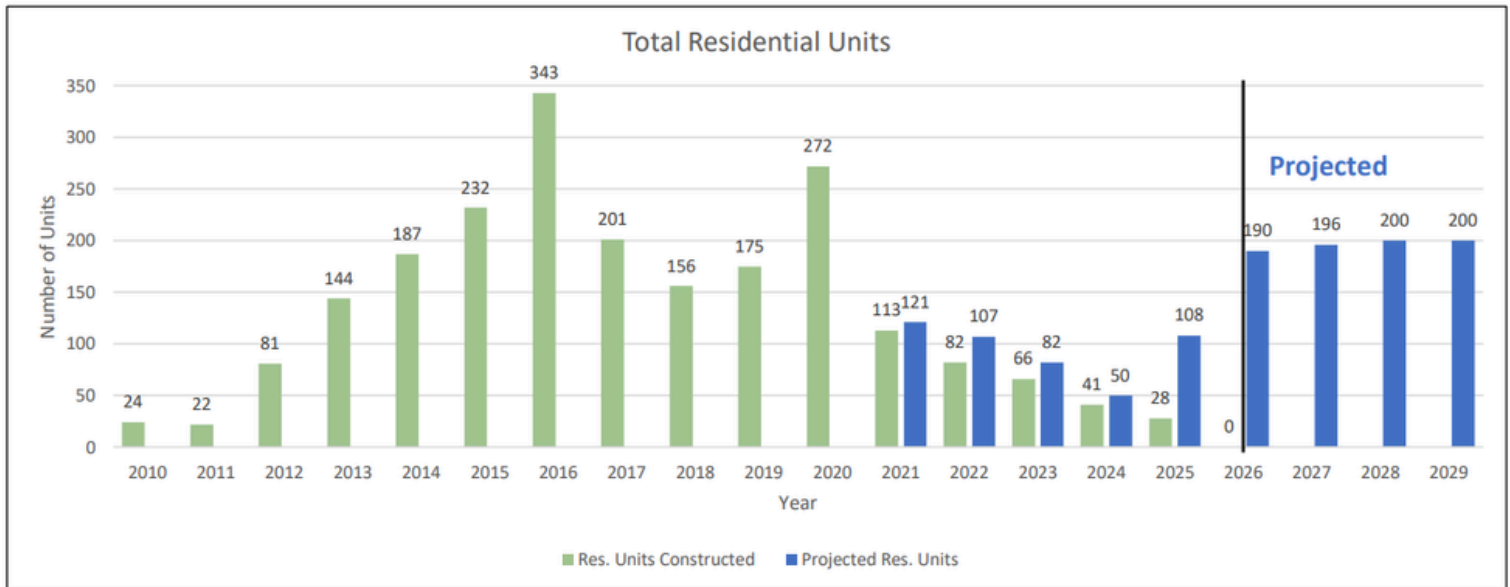


**8,000**  
active library patrons

# Development

Commercial Projects Completed			
	Projects	Sq. Ft.	Valuation
Commercial New Construction	2	20,780	\$1,983,711
Commercial Remodel	5	7,224	\$266,440
New Tenant Finish	4	15,531	\$671,709
<b>Total</b>	<b>11</b>	<b>43,535</b>	<b>\$2,921,860</b>

Commercial Projects Permitted			
	Permits	Sq. Ft.	Valuation
Commercial New Construction	2	59,244	\$ 17,088,650
Commercial Remodel	5	7,223	\$ 327,850
New Tenant Finish	2	10,280	\$ 351,709
<b>Total</b>	<b>9</b>	<b>76,747</b>	<b>\$ 17,768,209</b>



	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Single-Family Detached	24	22	69	140	187	220	273	186	101	115	205	102	82	66	21	12	0			
Attached and Multi-Family	0	0	12	4	0	12	70	15	55	60	67	11	0	0	20	16	0			
Res. Units Constructed	24	22	81	144	187	232	343	201	156	175	272	113	82	66	41	28	0			
Projected Res. Units												121	107	82	50	108	190	196	200	200

\* Attached and Multi-family unit counts manually adjusted to reflect changes in the way permits were entered over time

\*\* Years 2021, 2022 and 2023 - Permits limited due to capacity constraints during construction of water and wastewater treatment plant expansions



TOWN OF  
**WELLINGTON**

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[www.WellingtonColorado.gov](http://www.WellingtonColorado.gov)