



BOARD OF TRUSTEES
June 9, 2026
5:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Work Session and Regular Meeting Agenda

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to 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=UkVaaDE4RmhJaERnalIEK1hvNHJ5Zz09>

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. Discussion and Board Direction on the Effect and Timing of Ordinance Nos. 12-2024 and 02-2026 Relating to Capital Investment Fees for Existing Approved Developments.

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. 2026Q1 Treasurer's Report Presentation

- Presentation: Nic Redavid, Finance Director | Town Treasurer

E. CONSENT AGENDA

1. May 26, 2026 Board of Trustees Meeting Minutes
 - Presentation: Hannah Hill, Town Clerk
2. Resolution No. 17-2026 - A Resolution of the Town of Wellington, Colorado Canceling a Regular Meeting on June 23, 2026
 - Presentation: Hannah Hill, Town Clerk
3. Resolution No. 18-2026 - A Resolution of the Town of Wellington Considering the Approval of the Wellington Senior Resource Center, Inc. Contract Renewal
 - Presentation: Jenny Jones, Wellington Senior Resource Center, Inc. Town Liaison and Frances Boyd, Wellington Senior Resource Center, Inc. President
4. Resolution No. 22-2026 - A Resolution of the Town of Wellington, Colorado Making Appointments to the Parks, Recreation, Open Space and Trails Advisory Board
 - Presentation: Hannah Hill, Town Clerk

F. ACTION ITEMS

1. Public Hearing for and Consideration of Resolution No. 19-2026: A Resolution Adjusting Appropriations of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2026 and Ending on December 31, 2026.
 - Presentation: Nic Redavid, Finance Director | Town Treasurer, and Nathan Ewert, Deputy Director of Public Works
2. Resolution No. 20-2026: A Resolution Authorizing Funds for Contractor Services for Water Meter Installation
 - Presentation: Nathan Ewert, Deputy Public Works Director
3. Resolution No. 21-2026: A Resolution Authorizing Funds for Water Replacement Materials
 - Presentation: Nathan Ewert, Deputy Public Works Director

G. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. Board of Trustees Planning Calendar

4. Board Reports

H. EXECUTIVE SESSION

1.

Executive session pursuant to Sec. 24-6-402(4)(b), C.R.S., for purposes of receiving legal advice on specific legal questions related to metropolitan districts.

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: June 9, 2026

Subject: Discussion and Board Direction on the Effect and Timing of Ordinance Nos. 12-2024 and 02-2026 Relating to Capital Investment Fees for Existing Approved Developments.

EXECUTIVE SUMMARY

Ordinance No. 04-2026 is presented for a Board of Trustees work session discussion following the Board's April 14, 2026, tabling of the ordinance to provide additional context on the policy rationale, implementation considerations, and potential financial impacts associated with the proposed approach. The ordinance is intended to clarify how and when water and wastewater capital investment fees adopted under Ordinance No. 12-2024 (effective January 1, 2025) and Ordinance No. 02-2026 (effective April 1, 2026) would apply to qualifying developments that were substantively advanced in the development or permitting process prior to April 1, 2026.

The proposed ordinance establishes objective eligibility criteria tied to final plat approval and recordation, execution of a development agreement or memorandum of agreement for public improvements, or submission of a complete building permit application prior to the April 1, 2026, effective date.

Under the policy approach previously presented in April, eligible pipeline developments would pay 100% of the prior capital investment fees adopted by Ordinance No. 12-2024 through March 31, 2030, followed by transition to 100% of the capital investment fees adopted by Ordinance No. 02-2026 (or subsequent Board-adopted updates) beginning April 1, 2030.

At the April 14 meeting, Staff presented bounding financial scenarios to frame the decision: (A) reduced permit activity if pipeline projects slow or stall, and (B) estimated permit activity proceeding under the prior fee levels during the lock period. Under both scenarios, the enterprise funds are forecasted to remain financially manageable; however, the reduced-permit scenario produces lower near-term balances and increases the likelihood of project deferrals, while continued permit activity, even at prior fee levels, strengthens near-term fund balance performance and reduces rate pressure risk.

Staff is seeking Board feedback on the proposed eligibility criteria, lock period, transition timing, and overall policy direction to bring back a revised ordinance for consideration.

BACKGROUND / DISCUSSION

The Board of Trustees adopts capital investment fees to ensure new development contributes proportionately to the infrastructure needed to serve the development from which the fees are collected. Projecting the fees expected from planned development projects also supports capital improvement planning and enterprise fund forecasting. Ordinance No. 12-2024 established water and wastewater capital investment fees effective January 1, 2025. Ordinance No. 02-2026 updated those fees with an effective date of April 1, 2026, following the 2025 Municipal Utilities Rate and Fee Study.

The Board heard public comment from the Wellington development community regarding the application of Ordinance No. 02-2026 and directed Staff to further evaluate the impact of the updated capital investment fees.



Staff identified a need to clarify how the updated capital investment fees should apply to developments that have already received approvals or submitted complete applications prior to the new fee effective date. Without clarification of the timing of fees, projects that have advanced in reliance on previously adopted fee structures can experience unanticipated fee increases, which could disrupt financing, stall projects, and ultimately result in no fee revenue from those developments.

Ordinance No. 04-2026 was developed in response to the policy question of how to provide a clear, uniform standard for developments already in the pipeline while still protecting long-term utility financial health.

As proposed, Ordinance No. 04-2026:

- Defines “Pipeline Development” using objective criteria met prior to April 1, 2026:
 - Final plat approval or recordation; or
 - Execution of a development agreement or memorandum of agreement for public improvements; or
 - Submission of a complete building permit application (as determined by the Town).

- Establishes a phased fee schedule for eligible pipeline properties:
 - From adoption through March 31, 2030: 100% of the prior capital investment fees (Ordinance No. 12-2024 fee level).
 - Beginning April 1, 2030: 100% of the fee then in effect (Ordinance No. 02-2026 or subsequent adopted ordinance).

As proposed, Ordinance No. 04-2026 does not:

- Alter or impair existing development agreements or memoranda of agreement for public improvements.
- Waive fees – it clarifies timing for a defined set of qualifying properties and requires transition to the then-current fee schedule after the defined lock period.

In developing the original recommendation, Staff evaluated multiple phasing approaches, including a three-year lock, three-year lock with step-ups, a five-year lock, and a four-year lock with full transition in year five.

The recommended four-year lock with transition in year five was identified as a balanced approach because it:

- Provides a defined period of predictability for developments that substantively advanced before April 1, 2026;
- Establishes a time-limited transition period that supports continued development activity and capital investment fee collection, while setting a clear sunset and transition to the fee schedule then in effect;

- Reduces administrative complexity compared to multi-year, graduated step-ups while retaining a defensible, criteria-driven standard.

The central policy question for the Board is not only what fee level should apply to qualifying pipeline developments, but also how the Town should weigh the relationship between fee timing, project feasibility, permit activity, and the timing of capital investment revenue into the utility enterprise funds. As reflected in the modeled scenario, the key difference between the bounding scenarios is not solely the fee assessed per permit, but whether qualifying pipeline development continues moving forward and generating fee revenue during the forecast period.

Financial Considerations – Modeled Scenarios A and B

The modeled scenarios are intended to bracket a range of potential outcomes rather than predict exact development behavior. Taken together, they illustrate that the principal financial variable is not only the fee level applied to individual permits, but also the amount and timing of permit activity that may occur under each policy approach. The included fund balance graphics show that the Water and Wastewater Enterprise Funds remain financially manageable under both scenarios; however, the reduced-permit scenario results in lower near-term balances and a greater likelihood that certain capital projects may need to be deferred to manage cash flow. By comparison, when permit activity continues during a defined transition period, fee revenue continues to flow into the enterprise funds and near-term balance performance is stronger, even where some permits are collected at prior capital investment fee levels.

The permit comparison table, fee comparison table, and modeled scenarios fund balance graphics (Appendices A and B) are intended to show how those differing assumptions affect Water and Wastewater Enterprise Fund performance.

Scenario A – Reduced Permit Activity assumes that pipeline development permit activity declines if qualifying pipeline development does not continue moving forward as currently anticipated. Under this scenario, fewer permits are modeled over the 2026–2030 period, particularly in the near term. For both the water and wastewater fund, all modeled permits are assumed to pay the capital investment fee established by Ordinance No. 02-2026. For the water fund, permit activity is assumed to be split 25% / 75% between potable and non-potable residential tap types, respectively. This scenario is intended to reflect the financial effect of reduced overall permit volume, even where the currently adopted fee schedule applies to each permit.

Scenario B – Previously Adopted Impact Fees assumes that a limited lock period allows qualifying pipeline development to continue at a stronger pace. Under this scenario, a greater number of pipeline development permits are modeled over the same forecast period. For both the water and wastewater funds, permits modeled during the lock period are assumed to be assessed at the previously adopted fee levels, with later permits transitioning to the capital investment fees established by Ordinance No. 02-2026. This scenario is intended to reflect that, while some near-term permits would be collected at prior fee levels, continued permit activity creates a materially greater opportunity for capital investment fee revenue to continue flowing into the enterprise funds.

Taken together, the two scenarios illustrate that the primary financial difference is not solely the fee level applied to individual permits, but the amount and timing of permit activity assumed under each case. Scenario A reflects a reduced-permit environment with correspondingly lower near-term capital investment fee revenue, while Scenario B reflects stronger permit activity and continued fee collection under a defined transition period.



The modeled fund balance graphics are intended to show that, under both scenarios, the Water and Wastewater Enterprise Funds remain manageable, but that fund balance performance is stronger when permit activity continues.

To further inform the discussion, Staff has included with the packet materials the Q1 Building Permit Report previously shared at the April 14, 2026 meeting (Appendix C), along with an updated Buildable Lots sheet through the end of May 2026 (Appendix D). These materials provide additional context regarding recent development activity, remaining buildable lot inventory, and the assumptions reflected in Scenarios A and B.

CONNECTION WITH ADOPTED MASTER PLANS

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.

- Foster Economic Vibrancy
 - Goal 2: Recruit new businesses.

FISCAL IMPLICATIONS

Capital investment fees are a primary funding source for water and wastewater system capacity and are accounted for within the Town's utility enterprise funds. Applying updated capital investment fees to projects that have already made substantive progress carries the risk that such projects may stall or not proceed, resulting in the Town receiving delayed or no capital investment fee revenue from those developments.

STAFF RECOMMENDATION

Staff is seeking Board discussion and feedback on the policy framework reflected in Ordinance No. 04-2026 for qualifying pipeline developments that substantively advanced prior to April 1, 2026. Staff's analysis indicates that the Water and Wastewater Enterprise Funds remain financially manageable under the modeled bounding scenarios, but that near-term fund balance performance is stronger when permit activity continues and capital investment fee revenue is collected during a defined transition period than under a reduced-permit scenario. Board feedback on the proposed eligibility criteria, lock period, transition timing, and ordinance sunset will guide whether Staff should return with Ordinance No. 04-2026 as drafted, return with revisions, or evaluate alternative approaches.

1. Is the proposed ordinance the right policy tool to provide clarity and predictability for developments that substantively advanced before April 1, 2026, while preserving the Town's long-term utility financial health?
2. Are the proposed eligibility criteria and four-year lock with year-five transition approach appropriate, or would the Board like Staff to evaluate other options?
3. What additional information or revisions would the Board like Staff to provide before scheduling an ordinance for Board consideration?



MOTION RECOMMENDATION

For Board discussion.

ATTACHMENTS

1. Appendix A - Permit and Fee Comparison Tables
2. Appendix B - Modeled Fund Balance Scenarios A & B
3. Appendix C - 2026_Q1_Residential Permits Report
4. Appendix D - Buildable Lots_2026.06.01

Appendix A – Permit Comparison and Fee Comparison Tables

Table 1. Modeled Residential Permit Comparisons for Scenarios A & B

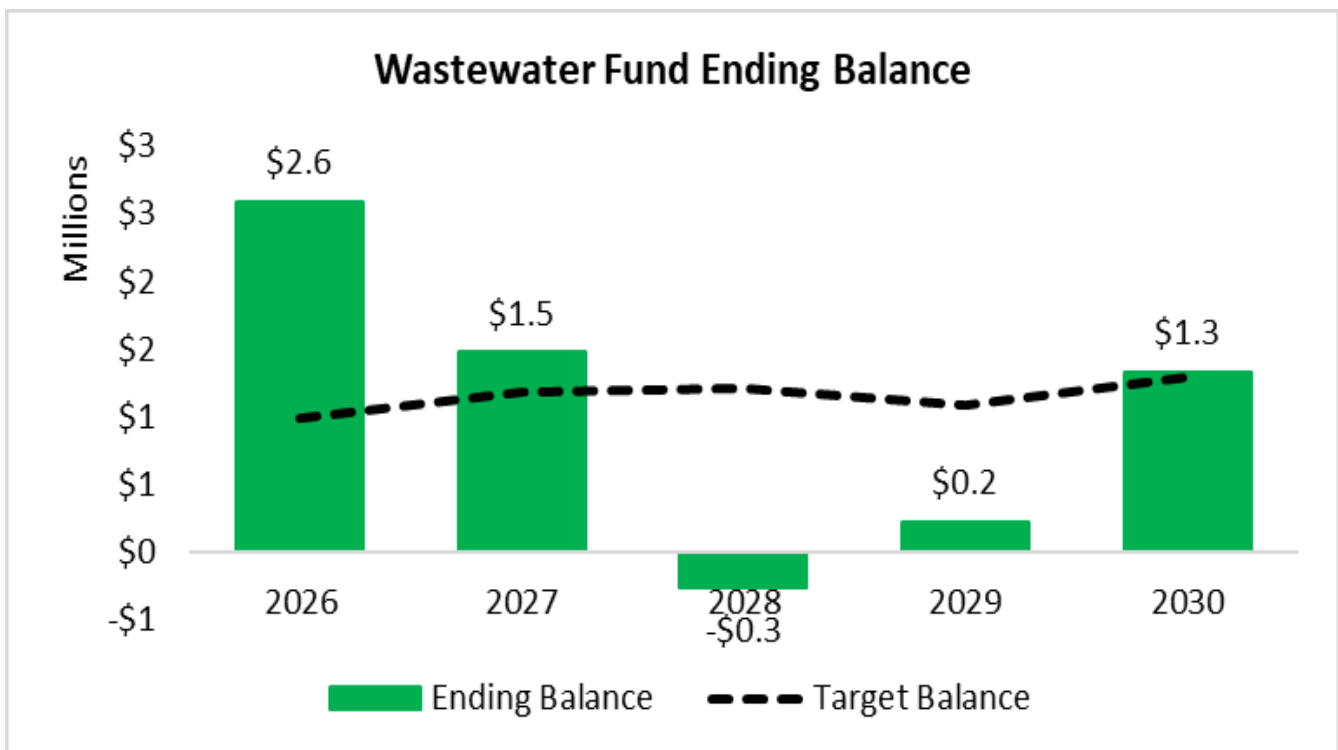
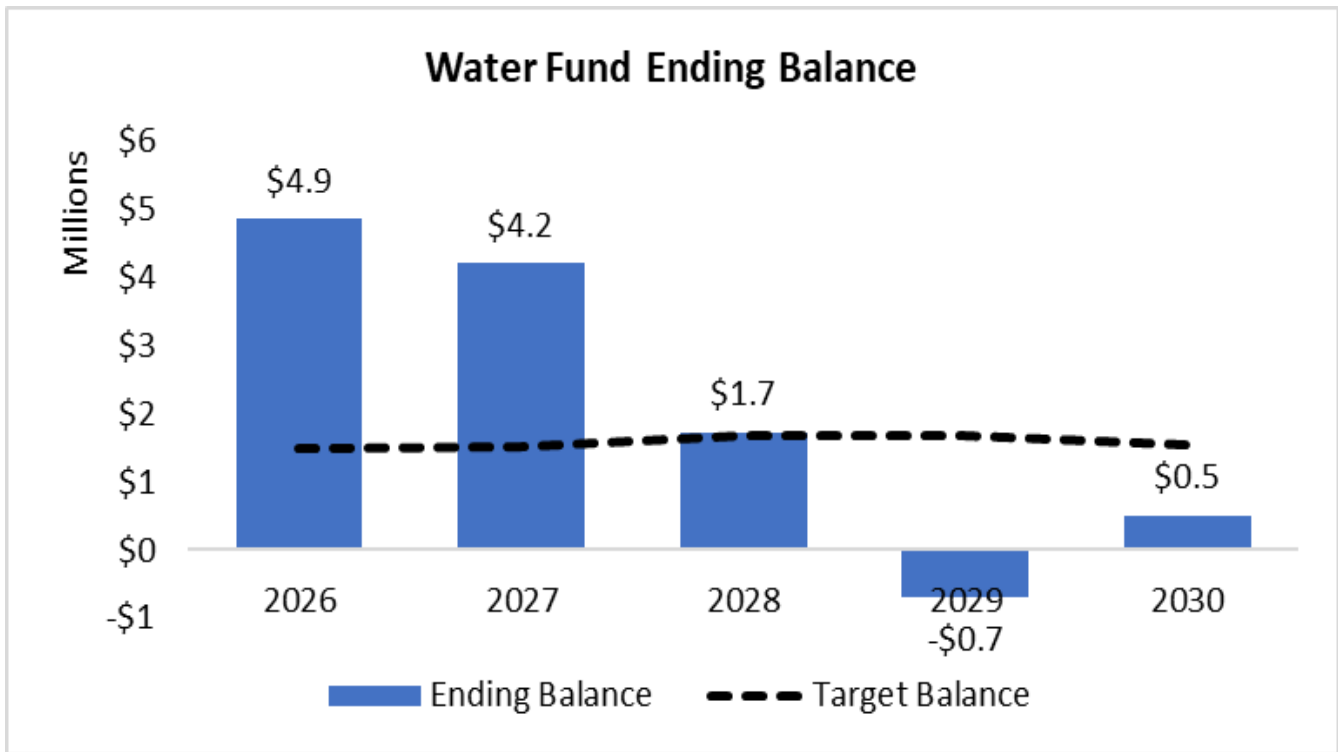
	Number of Residential Permits Modeled				
	2026	2027	2028	2029	2030
Scenario A- Reduced Permit Activity	38	15	0	70	160
Scenario B- Previously Adopted Impact Fees	38	68	120	140	160

Table 2. Water and Wastewater Capital Investment Fee Comparison, effective January 1, 2025, and April 1, 2026

Water Utility Capital Investment Fees		
Customer Class and Meter Size	Eff. 1/1/2025	Eff. 4/1/2026
Single-Unit Residential	\$11,507	
Non-Potable System		\$7,340
Full Potable System		\$16,312
Multi-Unit Residential (per unit)	\$8,055	
Non-Potable System (per unit)		\$7,340
Full Potable System (per unit)		\$11,418
Commercial and Irrigation		
0.75 inch	\$11,507	\$16,312
1 inch	\$18,411	\$26,099
1.5 inch	\$52,932	\$75,035
2 inch	\$65,589	\$92,977
>2 inch	<i>Calculated</i>	<i>Calculated</i>
Wastewater Utility Capital Investment Fees		
Customer Class and Meter Size	Eff. 1/1/2025	Eff. 4/1/2026
Single-Unit Residential	\$10,740	\$13,362
Multi-Unit Residential (per unit)	\$7,518	\$9,353
Commercial and Irrigation		
0.75 inch	\$10,740	\$13,362
1 inch	\$17,184	\$21,379
1.5 inch	\$49,407	\$61,469
2 inch	\$61,220	\$76,041
>2 inch	<i>Calculated</i>	<i>Calculated</i>

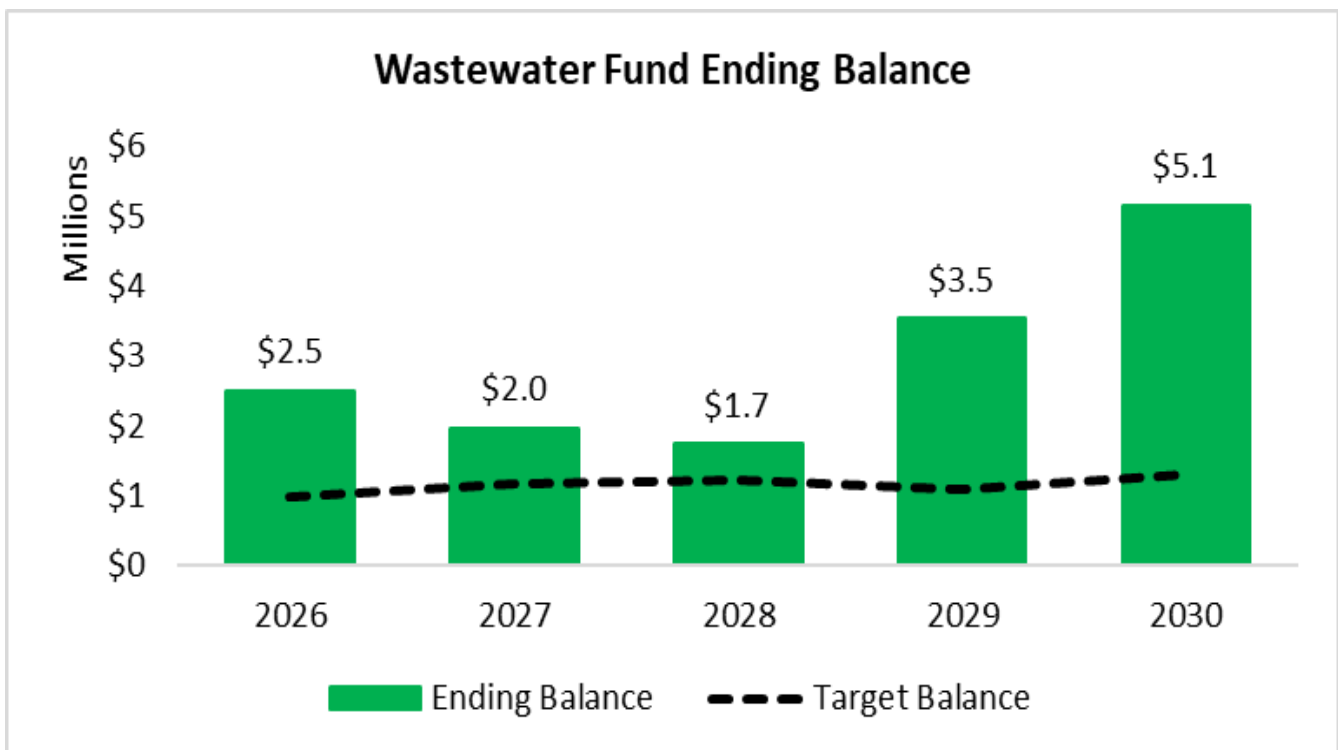
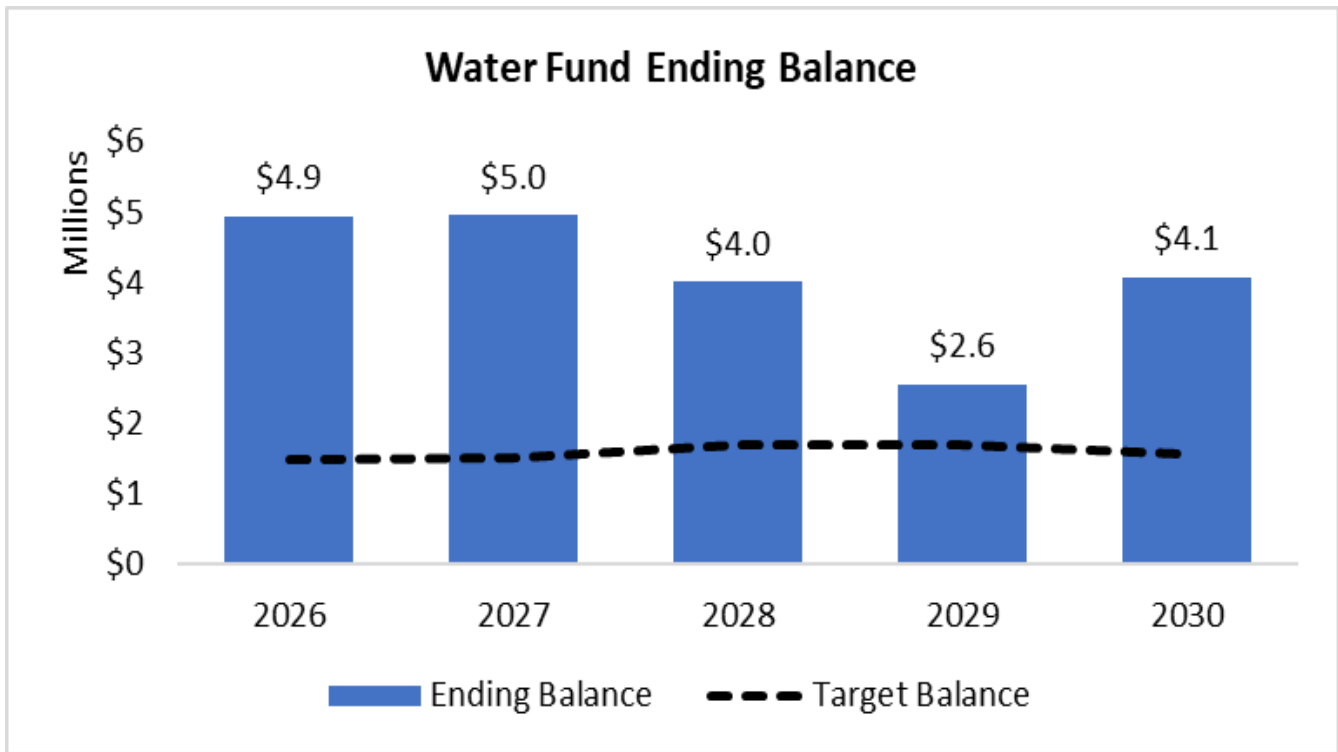
Appendix B – Modeled Fund Balance Scenarios A & B

Scenario A – Reduced permit activity with currently adopted impact fees



Appendix B – Modeled Fund Balance Scenarios A & B

Scenario B – Permit activity with previously adopted impact fees



Board of Trustees Meeting

Date: April 14, 2026

Subject: 1st Quarter 2026 Residential Building Permit and Lot Inventory Report

EXECUTIVE SUMMARY

The 1st Quarter 2026 Residential Building Permit and Lot Inventory Report is included and attached for review.

BACKGROUND / DISCUSSION

This quarterly report on residential building activities provides an update of the current development trends and expected trends within the Town. It also identifies the number of buildable lots remaining within the Town, and future lots that will be available for permits once public infrastructure is installed.

Attached is a report of residential building permits issued through the 1st Quarter 2026 (January 1, 2026 to March 31, 2026). Also included is a report of new residential dwelling permits issued since 2010. The report also includes projected residential dwelling permits based on expected development trends. The annual total number of residential building permits is used to identify trends and project future permits. An inventory report is included to show available residential lots by subdivision, the number of lots remaining for permits, and the status of zoning, platting and infrastructure availability. Residential lot supply and inventory is depicted graphically to show trends over time.

Also included in this report is a summary of the available platted and buildable lots for commercially zoned properties within the Town. The inventory includes lots that are currently undeveloped (some lots have been approved for commercial site development plans, but may not have been constructed yet - development lots that are currently vacant at the time of this report are included in the inventory).

CONNECTION WITH ADOPTED MASTER PLANS

N/A

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Review and retain report.

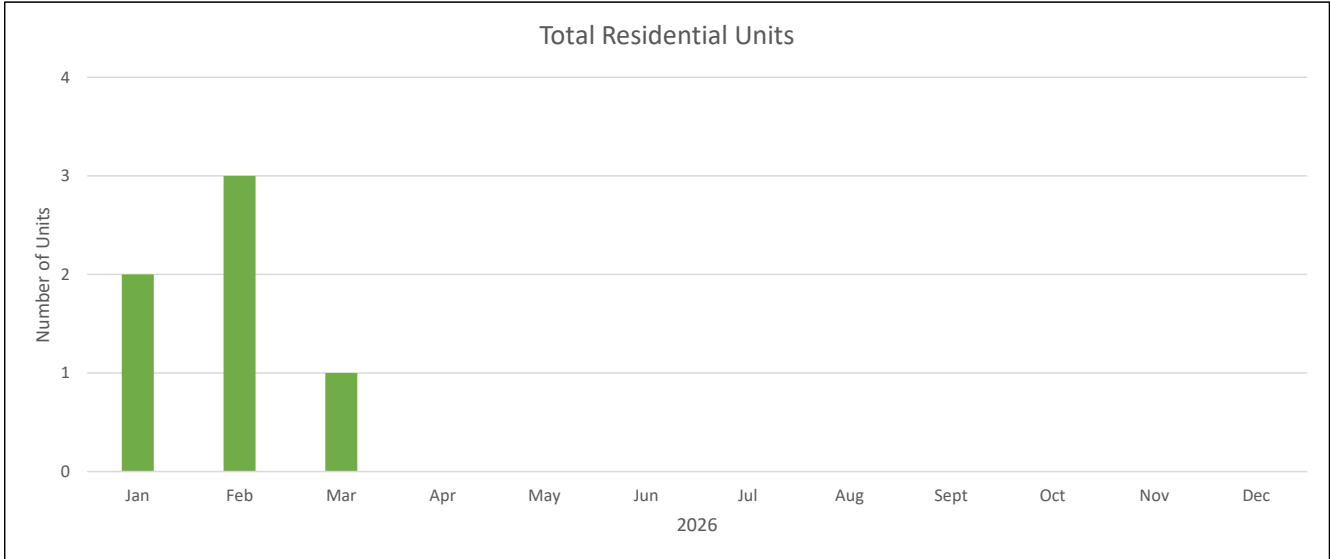
MOTION RECOMMENDATION

Information only - No action required.

ATTACHMENTS

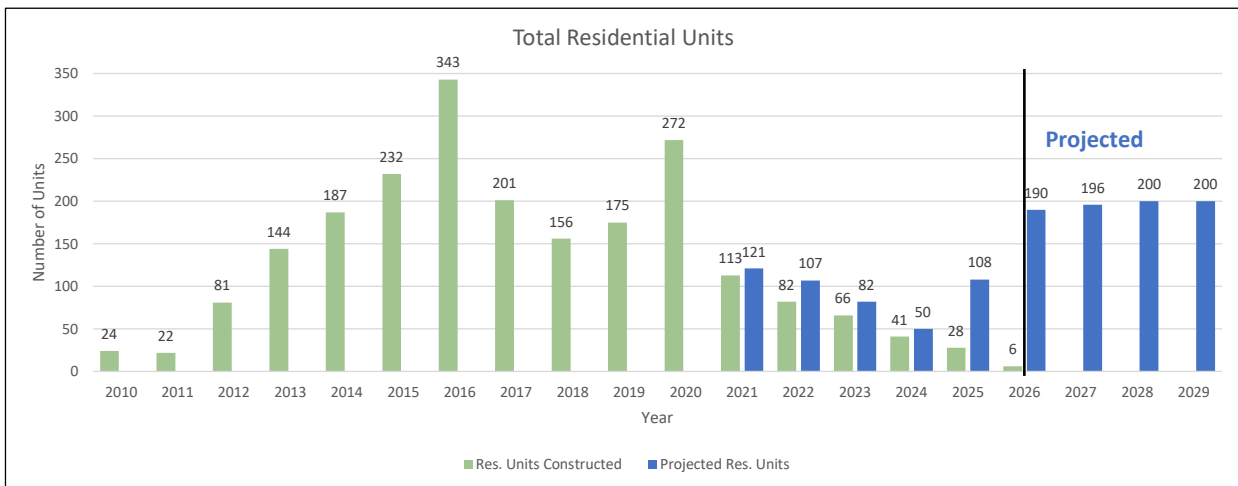
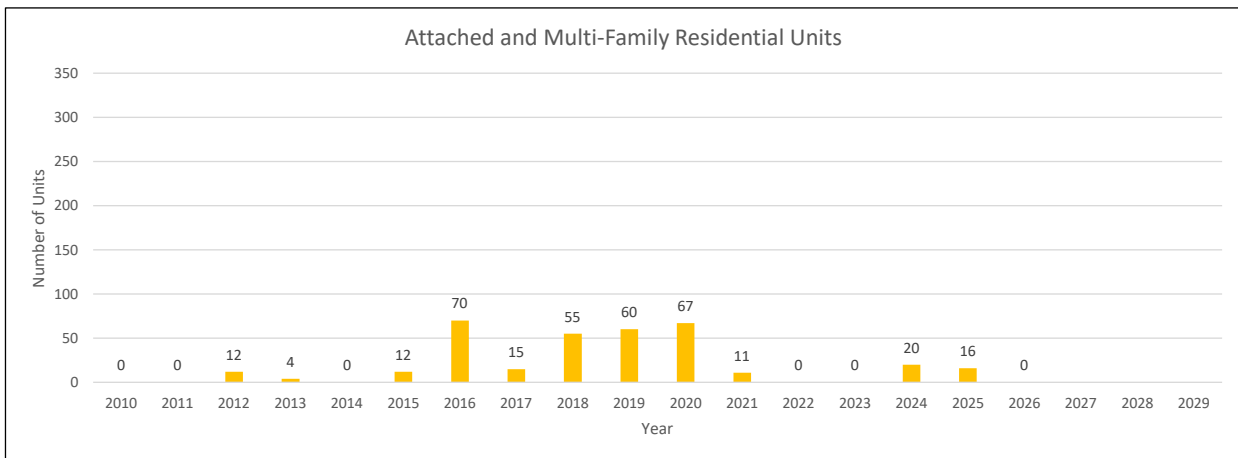
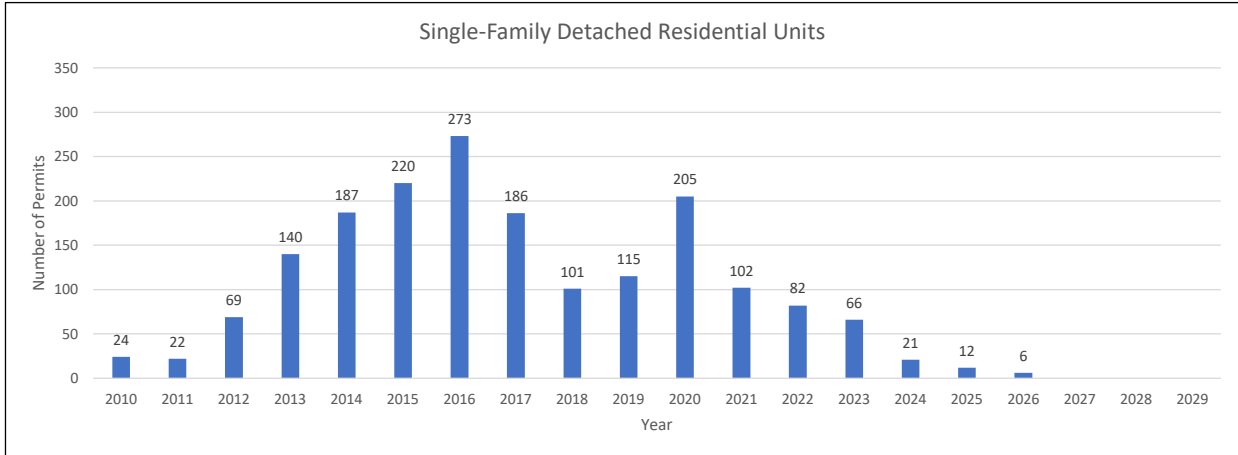
1. 1st Quarter 2026 Residential Building Permit and Lot Inventory Report

New Residential Permits Issued by Month 2026



2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Single-Family Units	2	3	1									
Attached Units	0	0	0									
TOTAL RES. UNITS	2	3	1	0	0	0	0	0	0	0	0	0
			6			0			0			0
												Total 6

Residential Dwelling Units - Historic and Projected



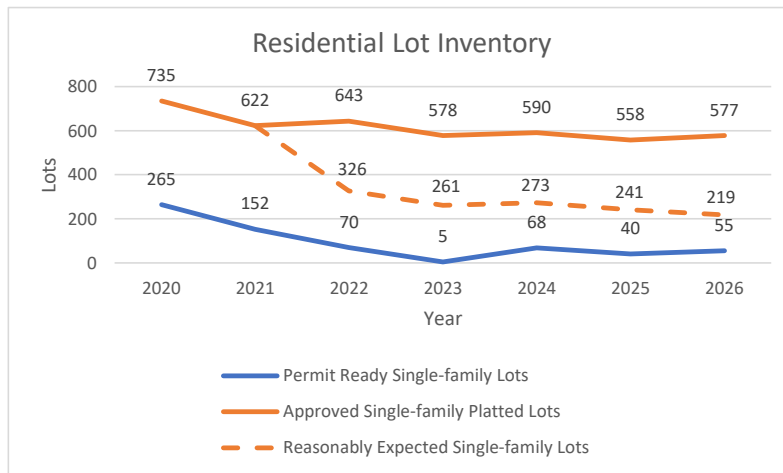
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Single-Family Detached	24	22	69	140	187	220	273	186	101	115	205	102	82	66	21	12	6			
Attached and Multi-Family	0	0	12	4	0	12	70	15	55	60	67	11	0	0	20	16	0			
Res. Units Constructed	24	22	81	144	187	232	343	201	156	175	272	113	82	66	41	28	6			
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

Subdivison Name	Remaining Lots/Units	Annexed	Zoned	Platted	Infrastructure
Infill (the Knolls)	2	Yes	Single-family	Yes	Yes
Infill (Fifth St.)	1	Yes	Single-family	Yes	Yes
Infill (Garfield Ave.)	1	Yes	Single-family	Yes	Yes
Infill (Third St.)	1	Yes	Single-family	Yes	Yes
Sage Meadows 2nd	30	Yes	Single-family	Yes	Yes
Wellington Downs Multi-family	20	Yes	C-3 Multi-family	Yes	Yes
Saddleback	205	Yes	Single-family	Yes	No
Sage Farms Filing 1 (expected)	238	Yes	Single-family	No	No
Sage Farms Phase 1B (estimated)	200	Yes	Multi-family	No	No
Sage Farms Phase 1C (estimated)	200	Yes	Multi-family	No	No
Sundance Phase 1A	60	Yes	Single-family	Yes	No
Sundance Phase 1B	91	Yes	Single-family	Yes	No
Sundance Phase 2	101	Yes	Single-family	Yes	No
Sundance Phase 3	65	Yes	Single-family	Yes	No
Country Lane Acres	41	Yes	Single-family	No	No
Sage Farms (Future Phases)	708	Yes	Mixed densities	No	No
ESTIMATED TOTAL UNITS	1964				

Platted Lots	577
Buildable Lots (with infrastructure)	55



Zoning	Acres (total)	Parcels	Acres (buildable)	Lots (buildable)
C-1 - Neighborhood Commercial	6.1	11	4.8	9
C-2 - Downtown Commercial	0.6	4	0.6	4
C-3 - Mixed-Use Commercial	56.3	22	27.9	18
LI - Light Industrial	37.0	11	37.0	11
I - Industrial	59.5	2	0.0	0
PUD - Planned Unit Development	64.2	4	0.0	0

* "Buildable" indicates lots are platted and have public infrastructure installed and ready for permit.

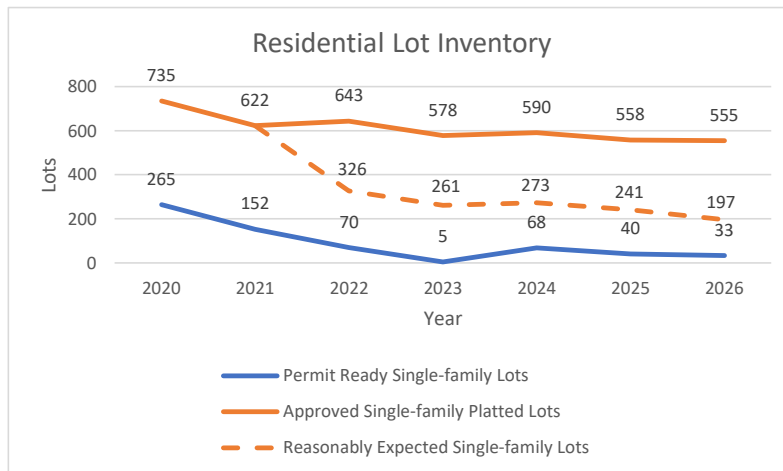
Appendix D

**Wellington, Colorado
Residential Dwelling Unit Inventory**

**Updated: 6/1/2026
Printed: 6/1/2026**

Subdivision Name	Remaining Lots/Units	Annexed	Zoned	Platted	Infrastructure
Infill (the Knolls)	2	Yes	Single-family	Yes	Yes
Infill (Fifth St.)	1	Yes	Single-family	Yes	Yes
Infill (Garfield Ave.)	1	Yes	Single-family	Yes	Yes
Infill (Third St.)	1	Yes	Single-family	Yes	Yes
Sage Meadows 2nd	28	Yes	Single-family	Yes	Yes
Wellington Downs Multi-family	0	Yes	C-3 Multi-family	Yes	Yes
Saddleback	205	Yes	Single-family	Yes	No
Sage Farms Filing 1 (expected)	238	Yes	Single-family	No	No
Sage Farms Phase 1B (estimated)	200	Yes	Multi-family	No	No
Sage Farms Phase 1C (estimated)	200	Yes	Multi-family	No	No
Sundance Phase 1A	60	Yes	Single-family	Yes	No
Sundance Phase 1B	91	Yes	Single-family	Yes	No
Sundance Phase 2	101	Yes	Single-family	Yes	No
Sundance Phase 3	65	Yes	Single-family	Yes	No
Country Lane Acres	41	Yes	Single-family	No	No
Sage Farms (Future Phases)	708	Yes	Mixed densities	No	No
ESTIMATED TOTAL UNITS	1942				

Platted Lots	555
Buildable Lots (with infrastructure)	33





Board of Trustees Meeting

Date: June 9, 2026
Subject: 2026Q1 Treasurer's Report Presentation

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

EXECUTIVE SUMMARY

Attached is the 2026 first-quarter Treasurer's Report Presentation and 2026 first-quarter Treasurer's Report.

BACKGROUND / DISCUSSION

The unaudited financial statements reflecting actual revenue received, and actual expenditures incurred, in the first quarter of 2026 are reviewed and compared against anticipated revenue and appropriated expenditures of the Budget of Fiscal Year 2026 for the Town of Wellington, Colorado.

The Treasurer's Report for 2026Q1 was generated on May 28, 2026, and includes all invoices paid through Period 03 of Fiscal Year 2026, as of May 27, 2026. This includes invoices from prior periods that may affect Treasurer's Reports previously presented, and does not include invoices not yet received or processed which may affect Treasurer's Reports presented in the future. Under the modified accrual basis of accounting, expenditures are recorded when a liability is incurred, generally when goods or services are received, regardless of when payment is made. Revenues are recorded when they are both measurable and available to finance current-period expenditures. Governmental accounting standards permit prior-period adjustments to ensure that financial reports present a fair and accurate view of the Town's financial position and results of operations. Treasurer's Reports are management reports and are not audited financial statements.

CONNECTION WITH ADOPTED MASTER PLANS

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

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Review and retain report.

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. 2026Q1 Treasurer's Report Presentation (Amended)
2. Treasurer's Report (2026Q1)

2026Q1 Treasurer's Report Presentation

Nic Redavid, Finance Director | Town Treasurer



Overview

- **Finance Department Staff:**
 - Nic Redavid, Finance Director | Town Treasurer
 - Patty Lundy, Controller
 - Flip, Administrative Finance Clerk
 - Karleigh, Utility Billing Coordinator
- Audit of Financial Statement for Fiscal Year 2026 Update



NOTE: The Treasurer’s Report for 2026Q1 was generated on May 28, 2026, and includes all invoices paid through Period 03 of Fiscal Year 2026, as of May 27, 2026. This includes invoices from prior periods that may affect Treasurer’s Reports previously presented, and does not include invoices not yet received or processed which may affect Treasurer’s Reports presented in the future. Under the modified accrual basis of accounting, expenditures are recorded when a liability is incurred, generally when goods or services are received, regardless of when payment is made. Revenues are recorded when they are both measurable and available to finance current-period expenditures. Governmental accounting standards permit prior-period adjustments to ensure that financial reports present a fair and accurate view of the Town’s financial position and results of operations. Treasurer’s Reports are management reports and are not audited financial statements.

Operating Revenues & Expenditures with Comparison to 2026 Budget

	Operating Revenue (cash basis)			
	Budget YTD(25%)	Actual YTD	Over/(Under) Budget YTD	
General	\$ 1,633,492	\$ 1,195,065	\$ (438,427)	73.2%
Street	\$ 554,562	\$ 349,173	\$ (205,389)	63.0%
Water	\$ 1,716,994	\$ 873,374	\$ (843,619)	50.9%
Sewer	\$ 856,534	\$ 622,504	\$ (234,029)	72.7%
Drainage	\$ 196,351	\$ 134,016	\$ (62,335)	68.3%
Park	\$ 383,617	\$ 365,360	\$ (18,257)	95.2%
2026 Actual YID as of 2026-05-28 including prior period adjustments				

- **General Fund:** Property Tax revenue received 2026-04-14 (\$988K)
- **Street Fund:** Motor Vehicle Use Tax revenue split corrected
- **Water Fund:** Contributed Capital (raw water/tap fees) at 8%
- **Sewer Fund:** Contributed Capital (tap fees) at 16%
- **Drainage Fund:** Contributed Capital (impact fees) at 16%
- **Park Fund:** Use Tax (0%) and Impact Fee (16%) behind pace

Does not include overhead transfers or RMS grants

	Operating Expenditures			
	Budget YTD(25%)	Actual YTD	Over/(Under) Budget YTD	
General	\$ 2,167,246	\$ 1,465,063	\$ (702,183)	67.6%
Street	\$ 276,228	\$ 212,709	\$ (63,519)	77.0%
Water	\$ 819,036	\$ 430,055	\$ (388,981)	52.5%
Sewer	\$ 391,341	\$ 365,102	\$ (26,239)	93.3%
Drainage	\$ 526,689	\$ 466,342	\$ (60,347)	88.5%
Park	\$ 400,944	\$ 327,472	\$ (73,472)	81.7%
2026 Actual YID as of 2026-05-28 including prior period adjustments				

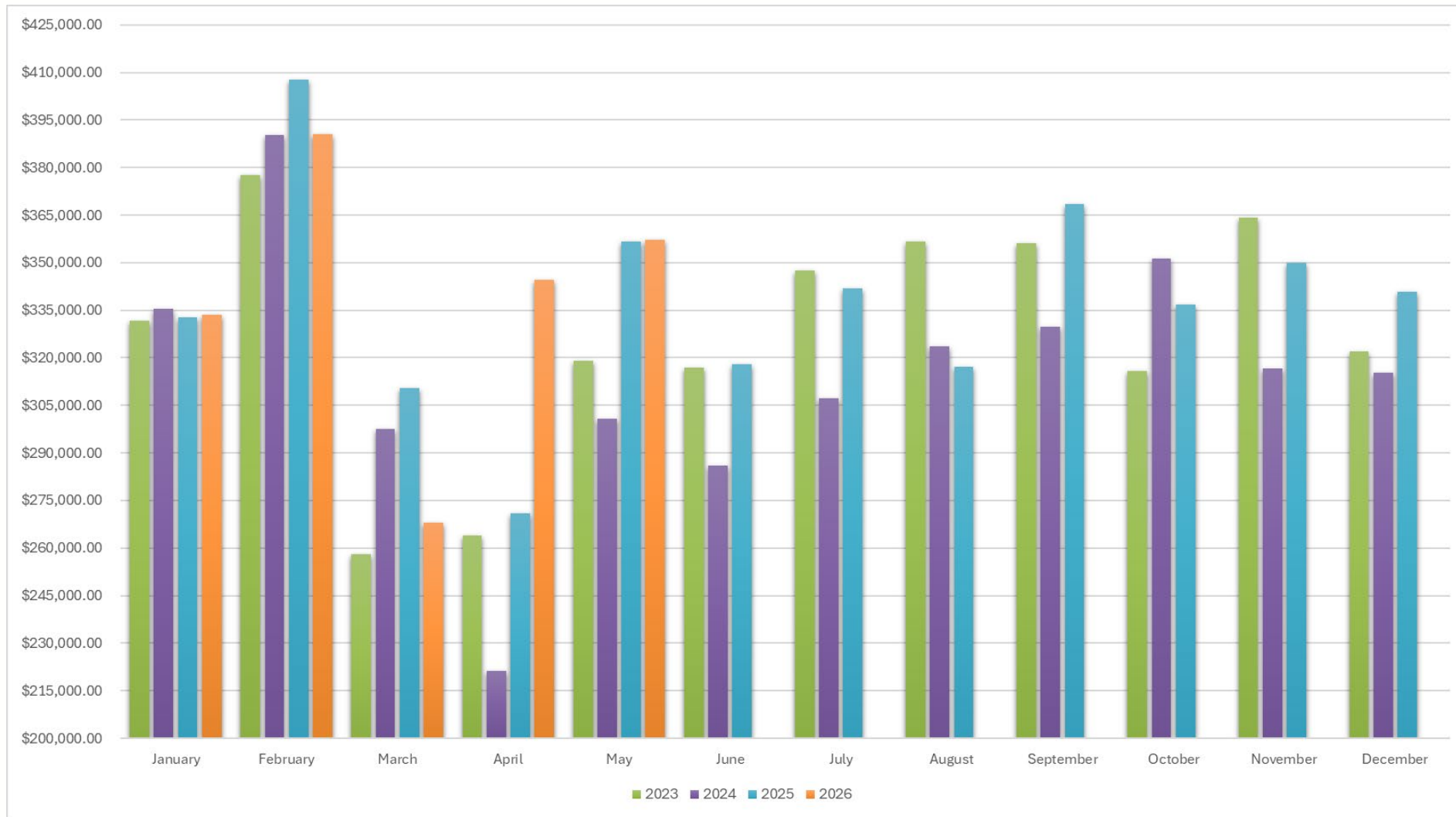
- **General Fund:** Q1 LCSO Payment not yet recorded (\$567K)
- **Street Fund:** Few snow management & street maintenance expenses (\$60K)
- **Water Fund:** NPIC payment is made in Q4
- **Sewer Fund:** Operating expenses on pace YTD
- **Drainage Fund:** Q1 Boxelder Basin Regional Stormwater Authority annual payment (\$462K)
- **Park Fund:** Large dollar budget items - water, seasonals, lawn care - impact summer months

Does not include capital projects, overhead transfers, or debt service

Operating Revenues: Governmental Funds

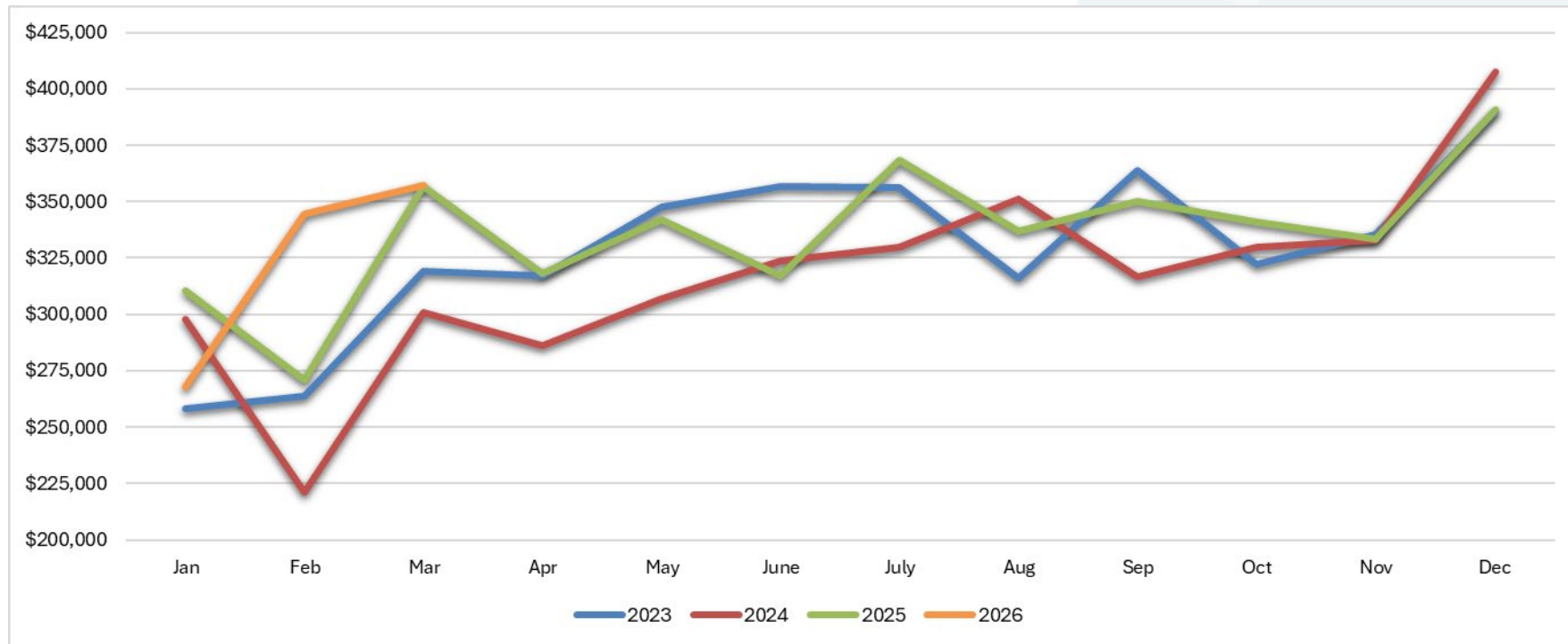
	Budget YTD(25%)	Actual YTD	Over/(Under) Budget YTD	
General Fund				
Tax Revenue	\$ 1,150,895	\$ 940,263	\$ (210,632)	81.7%
Building Permits	\$ 72,375	\$ 52,509	\$ (19,866)	72.6%
Franchise Fees	\$ 61,075	\$ 97,344	\$ 36,269	159.4%
Licenses & Permits	\$ 6,938	\$ 10,951	\$ 4,014	157.9%
Other	\$ 99,394	\$ 93,998	\$ (5,396)	94.6%
Street Fund				
Tax Revenue	\$ 511,121	\$ 317,973	\$ (193,148)	62.2%
Licenses & Permits	\$ 22,384	\$ 8,700	\$ (13,684)	38.9%
Other	\$ 21,057	\$ 22,500	\$ 1,444	106.9%
Park Fund				
Tax Revenue	\$ 307,324	\$ 290,182	\$ (17,142)	94.4%
Building Permits	\$ 13,775	\$ 8,700	\$ (5,075)	63.2%
Recreation Program Fees	\$ 32,094	\$ 33,453	\$ 1,359	104.2%
Other	\$ 30,424	\$ 33,025	\$ 2,601	108.5%
2026 Actual YTD as of 2026-05-28 including prior period adjustments; does not include grants				

2023 – 2026 Sales Tax Trends by Month Received



2023 – 2026 Sales Tax Trends by Revenue Period

Revenue Pd.	Jan	Feb	Mar	YTD
2023	\$ 258,044.56	\$ 263,939.66	\$ 319,046.17	\$ 841,030.39
2024	\$ 297,578.61	\$ 221,137.19	\$ 300,805.03	\$ 819,520.83
2025	\$ 310,475.28	\$ 271,007.03	\$ 356,751.28	\$ 938,233.59
2026	\$ 267,928.54	\$ 344,527.31	\$ 357,222.64	\$ 969,678.49
+/-	-13.7%	27.1%	0.1%	3.4%



Operating Expenditures: Governmental Funds

	Budget YID(25%)	Actual YID	Over/ (Under) Budget YID	
General Fund				
Legislative	\$ 68,196	\$ 80,848	\$ 12,652	118.6%
Judicial	\$ 7,563	\$ 10,712	\$ 3,149	141.6%
Administration	\$ 251,966	\$ 198,553	\$ (53,413)	78.8%
Finance	\$ 201,459	\$ 173,727	\$ (27,733)	86.2%
Clerk	\$ 83,426	\$ 93,477	\$ 10,051	112.0%
Human Resources	\$ 84,705	\$ 74,680	\$ (10,025)	88.2%
IT	\$ 120,582	\$ 163,587	\$ 43,005	135.7%
Building & Planning	\$ 295,537	\$ 253,301	\$ (42,237)	85.7%
LCISO	\$ 567,082	\$ -	\$ (567,082)	0.0%
Public Works Admin	\$ 298,662	\$ 260,352	\$ (38,310)	87.2%
Cemetery	\$ 2,500	\$ -	\$ (2,500)	0.0%
Facilities	\$ 31,075	\$ 23,476	\$ (7,599)	75.5%
Economic Development	\$ 6,300	\$ 3,042	\$ (3,258)	48.3%
Library	\$ 142,193	\$ 129,309	\$ (12,884)	90.9%
Street Fund				
Operating	\$ 276,228	\$ 212,709	\$ (63,519)	77.0%
Park Fund				
Operating	\$ 244,928	\$ 201,931	\$ (42,997)	82.4%
Recreation	\$ 156,016	\$ 125,541	\$ (30,475)	80.5%
Does not include grant expenditures, transfers, or debt service				

2026Q1 Budget Performance Summary

	Net Revenue over Expenditures	Debt Service Payments	Capital Projects	Grants/Loans	Net Revenue Over Expenditures
General	\$ (269,998)	-	-	-	\$ (269,998)
Street	\$ 136,465	-	\$ (150,441)	-	\$ (13,976)
Water	\$ 443,319	\$ (660,976)	\$ (87,763)	-	\$ (305,419)
Sewer	\$ 257,402	\$ (1,172,274)	\$ (20,601)	\$ 75,913	\$ (935,472)
Drainage	\$ (332,326)	-	\$ (93,534)	-	\$ (425,860)
Park	\$ 37,888	-	\$ (100,095)	-	\$ (62,208)
Net Revenue Over/(Under) Expenditures YID\$					\$ (2,012,934)
Net Revenue Over/(Under) Expenditures YID as Compared to 2026 Budget %					22.9%

- **Water & Sewer Funds:** Debt Service Payments 50%
- **Drainage Fund:** B-Dams Annual Capital Project (\$93.5K)
- **Park Fund:** Mower & UTV Replacement Capital Projects (\$84.5K)
- **2026 Budget Revenue Over Expenditure:** -\$8,776,218 (25%: -\$2,194,055)

Questions?

Thank you!

Nic Redavid

Town Treasurer | Finance Director

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUE</u>					
201-01-3110	.00	.00	2,193,245.00	2,193,245.00	.0
201-01-3130	178,627.96	661,391.41	2,773,581.00	2,112,189.59	23.9
201-01-3135	.00	.00	15,000.00	15,000.00	.0
201-01-3140	13,986.78	36,980.44	200,010.00	163,029.56	18.5
201-01-3145	.00	73.95	.00	(73.95)	.0
201-01-3315	49,858.65	154,779.67	.00	(154,779.67)	.0
201-01-3320	████████	████████	████████	████████	████████
201-01-3330	████████	████████	████████	████████	████████
TOTAL TAX REVENUE	270,974.40	940,263.11	5,543,843.00	4,603,579.89	17.0
<u>BUILDING PERMITS</u>					
201-02-3155	1,165.00	2,955.00	15,000.00	12,045.00	19.7
201-02-3430	151.27	476.79	3,000.00	2,523.21	15.9
201-02-3435	.00	.00	1,500.00	1,500.00	.0
201-02-3450	1,492.54	4,001.01	20,000.00	15,998.99	20.0
201-02-3462	17,358.88	45,075.75	250,000.00	204,924.25	18.0
TOTAL BUILDING PERMITS	20,167.69	52,508.55	289,500.00	236,991.45	18.1
<u>FRANCHISE FEES</u>					
201-03-3150	.39	17,697.03	25,000.00	7,302.97	70.8
201-03-3160	28,374.62	48,038.76	199,301.00	151,262.24	24.1
201-03-3170	12,750.95	31,608.33	20,000.00	(11,608.33)	158.0
TOTAL FRANCHISE FEES	41,125.96	97,344.12	244,301.00	146,956.88	39.9
<u>LICENSES & PERMITS</u>					
201-04-3200	950.00	3,175.00	3,750.00	575.00	84.7
201-04-3210	350.00	676.25	3,000.00	2,323.75	22.5
201-04-3220	1,200.00	7,100.00	18,000.00	10,900.00	39.4
201-04-3250	.00	.00	3,000.00	3,000.00	.0
TOTAL LICENSES & PERMITS	2,500.00	10,951.25	27,750.00	16,798.75	39.5
<u>FEES FOR SERVICE</u>					
201-05-3420	.00	2,580.00	15,000.00	12,420.00	17.2
201-05-3465	866.56	2,058.01	6,499.00	4,440.99	31.7
201-05-3510	545.00	1,635.00	3,000.00	1,365.00	54.5
201-05-3520	.00	8,112.67	8,000.00	(112.67)	101.4
TOTAL FEES FOR SERVICE	1,411.56	14,385.68	32,499.00	18,113.32	44.3

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES & PENALTIES</u>					
201-06-3550 COURT FINES & COSTS	.00	7,763.00	12,000.00	4,237.00	64.7
201-06-3555 LCSS ADMINISTRATIVE FEES	80.00	260.00	1,000.00	740.00	26.0
TOTAL FINES & PENALTIES	80.00	8,023.00	13,000.00	4,977.00	61.7
<u>CEMETERY REVENUES</u>					
201-07-3470 CEMETERY - OPENING & CLOSING	500.00	2,350.00	3,120.00	770.00	75.3
201-07-3480 CEMETERY - PERPETUAL CARE	.00	.00	1,125.00	1,125.00	.0
201-07-3490 CEMETERY - GRAVE SPACE	100.00	1,150.00	3,375.00	2,225.00	34.1
TOTAL CEMETERY REVENUES	600.00	3,500.00	7,620.00	4,120.00	45.9
<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.	466.50	1,320.50	5,000.00	3,679.50	26.4
201-08-3506 MAIN STREET DOLA MINI GRANT	.00	.00	10,000.00	10,000.00	.0
201-08-3610 INVESTMENT EARNINGS-GENERAL	22,692.91	66,272.23	305,836.00	239,563.77	21.7
201-08-3620 CARRYOUT BAG FEE	.00	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	225.00	225.00	5,000.00	4,775.00	4.5
201-08-3910 SALE OF ASSETS	223.00	223.00	500.00	277.00	44.6
201-08-3913 COMMUNITY EVENT SPONSORSHIPS	.00	.00	2,500.00	2,500.00	.0
TOTAL MISCELLANEOUS REVENUE	23,607.41	68,089.09	375,456.00	307,366.91	18.1
<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	360,467.02	1,195,064.80	8,329,198.00	7,134,133.20	14.4

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
201-11-5102	80.19	238.05	910.00	671.95	26.2
201-11-5107	900.00	2,700.00	10,800.00	8,100.00	25.0
201-11-5192	47,929.75	48,129.75	116,275.00	68,145.25	41.4
201-11-5214	65.50	65.50	1,200.00	1,134.50	5.5
201-11-5321	.00	.00	300.00	300.00	.0
201-11-5335	.00	5,550.00	5,500.00	(50.00)	100.9
201-11-5352	2,763.09	7,275.59	45,000.00	37,724.41	16.2
201-11-5363	.00	4,785.27	4,800.00	14.73	99.7
201-11-5380	3,555.00	3,704.00	8,000.00	4,296.00	46.3
201-11-5513	.00	.00	5,000.00	5,000.00	.0
201-11-5940	150.00	300.00	35,000.00	34,700.00	.9
201-11-5951	.00	.00	15,000.00	15,000.00	.0
201-11-5952	1,200.00	8,100.00	25,000.00	16,900.00	32.4
TOTAL LEGISLATIVE	56,643.53	80,848.16	272,785.00	191,936.84	29.6
<u>JUDICIAL</u>					
201-12-5109	.00	1,500.00	12,000.00	10,500.00	12.5
201-12-5214	261.05	512.91	500.00	(12.91)	102.6
201-12-5356	.00	43.00	.00	(43.00)	.0
201-12-5359	1,307.68	7,126.14	13,000.00	5,873.86	54.8
201-12-5380	1,299.50	1,349.50	1,650.00	300.50	81.8
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	180.00	180.00	1,000.00	820.00	18.0
TOTAL JUDICIAL	3,048.23	10,711.55	30,250.00	19,538.45	35.4
<u>ADMINISTRATION</u>					
201-13-5100	45,038.28	134,900.96	592,358.00	457,457.04	22.8
201-13-5102	13,202.05	36,171.34	193,406.00	157,234.66	18.7
201-13-5214	.00	120.94	500.00	379.06	24.2
201-13-5335	15.00	2,334.00	5,000.00	2,666.00	46.7
201-13-5352	979.00	4,189.95	65,000.00	60,810.05	6.5
201-13-5356	2,207.80	2,594.50	10,000.00	7,405.50	26.0
201-13-5357	12,500.00	12,500.00	110,000.00	97,500.00	11.4
201-13-5363	.00	.00	1,000.00	1,000.00	.0
201-13-5380	1,196.89	1,726.88	5,000.00	3,273.12	34.5
201-13-5381	.00	.00	100.00	100.00	.0
201-13-5496	167.99	1,372.55	9,000.00	7,627.45	15.3
201-13-5933	2,087.84	2,641.75	16,500.00	13,858.25	16.0
TOTAL ADMINISTRATION	77,394.85	198,552.87	1,007,864.00	809,311.13	19.7

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
201-14-5100 WAGES & SALARIES	27,208.92	81,357.60	353,495.00	272,137.40	23.0
201-14-5102 BENEFITS	8,026.95	22,719.63	99,613.00	76,893.37	22.8
201-14-5214 OFFICE SUPPLIES	.00	74.90	1,000.00	925.10	7.5
201-14-5311 POSTAGE	77.40	1,211.46	4,649.00	3,437.54	26.1
201-14-5321 PRINTING SERVICES	.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	393.07	3,314.41	8,750.00	5,435.59	37.9
201-14-5353 ACCOUNTING & AUDITING	.00	.00	37,100.00	37,100.00	.0
201-14-5356 PROFESSIONAL SERVICES	9.00	9.00	35,000.00	34,991.00	.0
201-14-5363 R&M COMPUTER/OFFICE EQUIP	184.99	1,637.07	2,250.00	612.93	72.8
201-14-5380 PROFESSIONAL DEVELOPMENT	96.59	174.59	6,000.00	5,825.41	2.9
201-14-5381 MILEAGE REIMBURSEMENT	.00	.00	200.00	200.00	.0
201-14-5510 INSURANCE & BONDS	(331.88)	62,262.05	254,830.00	192,567.95	24.4
201-14-5640 PAYING AGENT FEES	.00	.00	500.00	500.00	.0
201-14-5950 DOCUMENT SHREDDING	22.00	66.00	350.00	284.00	18.9
TOTAL FINANCE	35,687.04	173,726.71	805,837.00	632,110.29	21.6
<u>TOWN CLERK</u>					
201-15-5100 WAGES & SALARIES	14,629.58	43,817.74	190,323.00	146,505.26	23.0
201-15-5102 BENEFITS	5,160.93	13,954.96	60,682.00	46,727.04	23.0
201-15-5214 OFFICE SUPPLIES	89.99	231.91	1,000.00	768.09	23.2
201-15-5331 PUBLISHING & LEGAL NOTICES	183.88	243.04	4,500.00	4,256.96	5.4
201-15-5335 DUES & SUBSCRIPTIONS	48.00	48.00	500.00	452.00	9.6
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	261.15	770.06	6,000.00	5,229.94	12.8
201-15-5381 MILEAGE REIMBURSEMENT	.00	.00	300.00	300.00	.0
201-15-5414 ELECTION EXPENSES	20,607.25	34,411.24	60,000.00	25,588.76	57.4
201-15-5530 CODE REVIEW & UPDATE	.00	.00	5,900.00	5,900.00	.0
TOTAL TOWN CLERK	40,980.78	93,476.95	333,705.00	240,228.05	28.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
201-16-5100 WAGES & SALARIES	17,305.29	51,825.34	228,430.00	176,604.66	22.7
201-16-5102 BENEFITS	5,839.80	15,964.07	73,039.00	57,074.93	21.9
201-16-5103 TEMPORARY EMPLOYMENT SERVICES	.00	.00	3,000.00	3,000.00	.0
201-16-5214 OFFICE SUPPLIES	.00	30.47	350.00	319.53	8.7
201-16-5335 DUES & SUBSCRIPTIONS	3,995.00	4,294.00	9,500.00	5,206.00	45.2
201-16-5356 PROFESSIONAL FEES	.00	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	160.00	250.00	3,500.00	3,250.00	7.1
201-16-5381 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
201-16-5580 EMPLOYEE DRUG TESTING	.00	51.00	1,000.00	949.00	5.1
201-16-5582 EMPLOYEE RELATIONS	1,057.92	1,465.38	8,000.00	6,534.62	18.3
201-16-5583 BACKGROUND CHECK	125.00	187.00	2,500.00	2,313.00	7.5
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
TOTAL HUMAN RESOURCES	28,483.01	74,680.02	338,819.00	264,138.98	22.0
<u>INFORMATION TECHNOLOGY</u>					
201-17-5100 WAGES & SALARIES	9,333.34	27,954.24	123,040.00	95,085.76	22.7
201-17-5102 BENEFITS	3,148.88	8,535.11	36,988.00	28,452.89	23.1
201-17-5214 OFFICE SUPPLIES	30.00	138.70	800.00	661.30	17.3
201-17-5345 TELEPHONE SERVICES	3,478.45	10,348.91	44,100.00	33,751.09	23.5
201-17-5356 PROFESSIONAL SERVICES	.00	.00	15,000.00	15,000.00	.0
201-17-5363 R&M COMPUTER/OFFICE EQUIP.	6,388.78	8,135.55	12,600.00	4,464.45	64.6
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	2,589.26	8,067.65	32,900.00	24,832.35	24.5
201-17-5579 SOFTWARE LICENSE/SUPPORT	20,753.32	85,187.24	179,900.00	94,712.76	47.4
201-17-5585 WEBSITE MAINTENANCE	6,896.44	11,696.44	19,600.00	7,903.56	59.7
201-17-5947 COPIER EXPENSE	1,174.34	3,523.02	14,700.00	11,176.98	24.0
TOTAL INFORMATION TECHNOLOGY	53,792.81	163,586.86	482,328.00	318,741.14	33.9

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING AND ZONING</u>					
201-18-5100	54,580.36	163,462.59	717,944.00	554,481.41	22.8
201-18-5102	15,264.98	42,574.69	198,309.00	155,734.31	21.5
201-18-5214	.00	.00	1,000.00	1,000.00	.0
201-18-5220	2,810.75	4,363.25	.00	(4,363.25)	.0
201-18-5231	74.71	198.49	750.00	551.51	26.5
201-18-5233	18.95	111.70	1,750.00	1,638.30	6.4
201-18-5331	.00	45.25	750.00	704.75	6.0
201-18-5335	.00	45.00	3,159.00	3,114.00	1.4
201-18-5350	10,502.07	27,201.48	162,000.00	134,798.52	16.8
201-18-5355	680.00	1,190.00	15,000.00	13,810.00	7.9
201-18-5356	.00	250.00	25,000.00	24,750.00	1.0
201-18-5363	.00	1,563.18	1,590.00	26.82	98.3
201-18-5370	.00	.00	270.00	270.00	.0
201-18-5372	.00	.00	525.00	525.00	.0
201-18-5374	3,582.17	10,746.51	42,986.00	32,239.49	25.0
201-18-5375	.00	.00	170.00	170.00	.0
201-18-5380	955.35	1,119.53	8,337.00	7,217.47	13.4
201-18-5381	.00	.00	300.00	300.00	.0
201-18-5579	429.00	429.00	2,309.00	1,880.00	18.6
	<u>88,898.34</u>	<u>253,300.67</u>	<u>1,182,149.00</u>	<u>928,848.33</u>	<u>21.4</u>
<u>LAW ENFORCEMENT</u>					
201-21-5364	.00	.00	2,268,328.00	2,268,328.00	.0
	<u>.00</u>	<u>.00</u>	<u>2,268,328.00</u>	<u>2,268,328.00</u>	<u>.0</u>
<u>PUBLIC WORKS</u>					
201-34-5100	59,167.20	177,210.03	806,929.00	629,718.97	22.0
201-34-5102	16,813.70	46,051.57	220,868.00	174,816.43	20.9
201-34-5231	1,319.44	3,088.22	20,000.00	16,911.78	15.4
201-34-5233	1,337.72	3,126.71	49,500.00	46,373.29	6.3
201-34-5335	.00	4,316.88	6,500.00	2,183.12	66.4
201-34-5356	.00	255.00	18,000.00	17,745.00	1.4
201-34-5363	540.81	3,513.66	4,000.00	486.34	87.8
201-34-5370	.00	.00	2,000.00	2,000.00	.0
201-34-5372	1,182.03	7,633.00	14,850.00	7,217.00	51.4
201-34-5380	1,383.50	1,811.03	7,500.00	5,688.97	24.2
201-34-5381	287.56	345.56	500.00	154.44	69.1
201-34-5422	.00	.00	1,000.00	1,000.00	.0
201-34-5456	.00	.00	20,000.00	20,000.00	.0
201-34-5579	10,501.60	10,945.60	12,500.00	1,554.40	87.6
201-34-5580	156.00	343.70	2,750.00	2,406.30	12.5
201-34-5941	534.17	1,710.65	7,750.00	6,039.35	22.1
	<u>93,223.73</u>	<u>260,351.61</u>	<u>1,194,647.00</u>	<u>934,295.39</u>	<u>21.8</u>

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 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. & COM. CENTERS</u>					
201-49-5329	.00	.00	1,000.00	1,000.00	.0
201-49-5341	1,363.89	4,262.13	15,500.00	11,237.87	27.5
201-49-5342	225.58	725.46	3,500.00	2,774.54	20.7
201-49-5343	171.40	483.78	2,500.00	2,016.22	19.4
201-49-5344	505.77	2,292.17	10,000.00	7,707.83	22.9
201-49-5346	193.99	581.97	2,500.00	1,918.03	23.3
201-49-5367	1,510.94	3,995.87	40,000.00	36,004.13	10.0
201-49-5369	1,533.70	6,982.42	20,000.00	13,017.58	34.9
201-49-5370	256.03	976.57	6,000.00	5,023.43	16.3
201-49-5375	65.24	169.60	1,500.00	1,330.40	11.3
201-49-5398	465.40	1,406.20	5,300.00	3,893.80	26.5
201-49-5405	.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	6,291.94	23,476.17	124,300.00	100,823.83	18.9
<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	2,000.00	5,000.00	3,000.00	40.0
201-51-5903	.00	.00	15,000.00	15,000.00	.0
201-51-5904	1,042.34	1,042.34	3,000.00	1,957.66	34.7
TOTAL ECONOMIC DEVELOPMENT	1,042.34	3,042.34	43,200.00	40,157.66	7.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
201-55-5100 WAGES & SALARIES	28,620.24	86,078.82	373,049.00	286,970.18	23.1
201-55-5101 SEASONAL - LIBRARY	854.96	2,031.49	25,000.00	22,968.51	8.1
201-55-5102 BENEFITS	6,245.90	17,413.64	99,873.00	82,459.36	17.4
201-55-5214 OFFICE SUPPLIES	801.99	2,034.98	10,000.00	7,965.02	20.4
201-55-5311 POSTAGE	6.72	6.72	200.00	193.28	3.4
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	209.56	2,005.86	10,000.00	7,994.14	20.1
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	38.70	38.70	3,500.00	3,461.30	1.1
201-55-5381 MILEAGE REIMBURSEMENT	(217.50)	.00	300.00	300.00	.0
201-55-5387 SPECIAL EVENT SUPPLIES	.00	18.99	1,000.00	981.01	1.9
201-55-5579 SOFTWARE LICENSE/SUPPORT	395.00	7,507.49	10,000.00	2,492.51	75.1
201-55-5792 MULTI MEDIA	217.25	668.65	3,500.00	2,831.35	19.1
201-55-5793 E-BOOKS - SUBSCRIPTION/MISC.	.00	750.00	5,500.00	4,750.00	13.6
201-55-5900 LIBRARY BOOKS	2,311.15	10,628.85	20,000.00	9,371.15	53.1
201-55-5901 LIBRARY SHELVING & FURNISHINGS	.00	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
TOTAL LIBRARY	39,483.97	129,308.77	574,772.00	445,463.23	22.5
<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
TOTAL CAPITAL OUTLAY	.00	.00	445,000.00	445,000.00	.0
TOTAL FUND EXPENDITURES	524,970.57	1,465,062.68	9,113,984.00	7,648,921.32	16.1
NET REVENUE OVER EXPENDITURES	(164,503.55)	(269,997.88)	(784,786.00)	(514,788.12)	(34.4)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAX REVENUE</u>					
203-01-3130 SALES TAX	49,111.30	188,162.28	746,257.00	558,094.72	25.2
203-01-3140 USE TAX-BUILDING MATERIALS	.00	.00	54,990.00	54,990.00	.0
203-01-3315 MOTOR VEHICLE USE TAX	13,707.95	42,554.55	857,506.00	814,951.45	5.0
203-01-3335 HIGHWAY USERS TAX	23,916.06	87,256.31	385,732.00	298,475.69	22.6
TOTAL TAX REVENUE	86,735.31	317,973.14	2,044,485.00	1,726,511.86	15.6
<u>LICENSES & PERMITS</u>					
203-04-3343 STREET CUT PERMITS	100.00	(1,500.00)	1,500.00	3,000.00	(100.0)
203-04-3350 DEVELOPER ROAD FEE ESCROW	600.00	3,600.00	14,400.00	10,800.00	25.0
203-04-3376 BP ROAD IMPACT FEE	1,100.00	6,600.00	73,636.00	67,036.00	9.0
TOTAL LICENSES & PERMITS	1,800.00	8,700.00	89,536.00	80,836.00	9.7
<u>FEES FOR SERVICE</u>					
203-05-3420 LAND USE FEES	.00	240.00	.00	(240.00)	.0
TOTAL FEES FOR SERVICE	.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	6,676.60	19,498.28	83,227.00	63,728.72	23.4
203-08-3690 MISCELLANEOUS REVENUE	.00	279.40	.00	(279.40)	.0
203-08-3910 SALE OF ASSETS	2,482.59	2,482.59	1,000.00	(1,482.59)	248.3
TOTAL MISCELLANEOUS REVENUE	9,159.19	22,260.27	3,178,851.00	3,156,590.73	.7
TOTAL FUND REVENUE	97,694.50	349,173.41	5,312,872.00	4,963,698.59	6.6

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
203-34-5100	44,080.63	115,703.91	509,567.00	393,863.09	22.7
203-34-5102	15,595.46	40,117.29	203,476.00	163,358.71	19.7
203-34-5110	600.00	1,800.00	8,600.00	6,800.00	20.9
203-34-5233	.00	(517.48)	.00	517.48	.0
203-34-5240	97.06	551.14	40,000.00	39,448.86	1.4
203-34-5341	15,769.83	48,421.32	219,267.00	170,845.68	22.1
203-34-5342	52.39	131.31	1,000.00	868.69	13.1
203-34-5344	454.30	2,057.20	8,000.00	5,942.80	25.7
203-34-5370	125.51	1,853.58	7,000.00	5,146.42	26.5
203-34-5397	.00	.00	5,000.00	5,000.00	.0
203-34-5422	302.82	302.82	9,000.00	8,697.18	3.4
203-34-5424	.00	.00	10,000.00	10,000.00	.0
203-34-5426	.00	233.40	8,000.00	7,766.60	2.9
203-34-5427	.00	343.35	30,000.00	29,656.65	1.1
203-34-5428	.00	.00	35,000.00	35,000.00	.0
203-34-5458	32.36	32.36	5,000.00	4,967.64	.7
203-34-5533	56.18	940.69	3,000.00	2,059.31	31.4
203-34-5941	257.42	738.00	3,000.00	2,262.00	24.6
	<u>77,423.96</u>	<u>212,708.89</u>	<u>1,104,910.00</u>	<u>892,201.11</u>	<u>19.3</u>
<u>TRANSFERS - OUT</u>					
203-56-5000	.00	.00	890,166.00	890,166.00	.0
	<u>.00</u>	<u>.00</u>	<u>890,166.00</u>	<u>890,166.00</u>	<u>.0</u>
<u>CAPITAL OUTLAY</u>					
203-80-4009	.00	.00	115,000.00	115,000.00	.0
203-80-5023	.00	.00	374,850.00	374,850.00	.0
203-80-5024	19,693.60	60,196.65	150,000.00	89,803.35	40.1
203-80-5062	.00	.00	5,529,754.00	5,529,754.00	.0
203-80-5064	3,096.13	10,539.70	55,538.00	44,998.30	19.0
203-80-5070	.00	7,401.95	7,402.00	.05	100.0
203-80-5851	.00	.00	157,500.00	157,500.00	.0
203-80-5878	.00	.00	85,000.00	85,000.00	.0
203-80-5879	.00	.00	35,000.00	35,000.00	.0
203-80-5881	.00	.00	40,000.00	40,000.00	.0
203-80-5884	.00	.00	750,000.00	750,000.00	.0
203-80-5997	3,723.00	72,302.31	257,341.00	185,038.69	28.1
	<u>26,512.73</u>	<u>150,440.61</u>	<u>7,557,385.00</u>	<u>7,406,944.39</u>	<u>2.0</u>
	<u>103,936.69</u>	<u>363,149.50</u>	<u>9,552,461.00</u>	<u>9,189,311.50</u>	<u>3.8</u>

TOWN OF WELLINGTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(6,242.19)	(13,976.09)	(4,239,589.00)	(4,225,612.91)	(.3)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTED CAPITAL</u>					
204-02-3444 BP RAW WATER FEE	.00	62,050.00	1,253,837.00	1,191,787.00	5.0
204-02-3446 TAP FEES	11,507.00	69,042.00	407,349.00	338,307.00	17.0
TOTAL CONTRIBUTED CAPITAL	11,507.00	131,092.00	1,661,186.00	1,530,094.00	7.9
<u>OPERATING REVENUE</u>					
204-03-3441 WATER SALES	.00	657,736.85	4,925,000.00	4,267,263.15	13.4
204-03-3442 MUNICIPAL UTILITIES FEES	.00	18,381.56	75,600.00	57,218.44	24.3
204-03-3443 HYDRANT WATER SALES	742.79	742.79	.00	(742.79)	.0
204-03-3445 RAW WATER LEASES	.00	.00	2,000.00	2,000.00	.0
204-03-3447 BULK WATER SALES	4,883.22	12,216.57	26,250.00	14,033.43	46.5
TOTAL OPERATING REVENUE	5,626.01	689,077.77	5,028,850.00	4,339,772.23	13.7
<u>NON-OPERATING REVENUE</u>					
204-04-3610 INVESTMENT EARNINGS	18,190.83	53,124.51	177,188.00	124,063.49	30.0
204-04-3910 SALE OF ASSETS	.00	.00	750.00	750.00	.0
TOTAL NON-OPERATING REVENUE	18,190.83	53,124.51	177,938.00	124,813.49	29.9
<u>OTHER FINANCING SOURCES</u>					
204-05-3420 LAND USE FEES	.00	80.00	.00	(80.00)	.0
TOTAL OTHER FINANCING SOURCES	.00	80.00	.00	(80.00)	.0
TOTAL FUND REVENUE	35,323.84	873,374.28	6,867,974.00	5,994,599.72	12.7

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
204-34-5100	42,726.72	127,490.38	570,246.00	442,755.62	22.4
204-34-5102	17,480.78	46,847.49	220,218.00	173,370.51	21.3
204-34-5110	900.00	2,700.00	11,800.00	9,100.00	22.9
204-34-5221	19,039.23	52,408.44	225,000.00	172,591.56	23.3
204-34-5227	8,317.29	26,269.30	60,000.00	33,730.70	43.8
204-34-5229	.00	.00	3,000.00	3,000.00	.0
204-34-5231	2,982.59	3,908.73	10,000.00	6,091.27	39.1
204-34-5233	94.75	511.65	19,600.00	19,088.35	2.6
204-34-5241	.00	221.89	2,500.00	2,278.11	8.9
204-34-5321	1,535.48	4,545.68	30,049.00	25,503.32	15.1
204-34-5334	6,337.10	8,665.15	20,000.00	11,334.85	43.3
204-34-5339	1,841.33	9,483.48	37,890.00	28,406.52	25.0
204-34-5341	11,826.04	37,581.93	142,710.00	105,128.07	26.3
204-34-5345	.00	(55.42)	800.00	855.42	(6.9)
204-34-5352	3,182.50	12,428.50	25,000.00	12,571.50	49.7
204-34-5353	853.10	4,480.88	15,000.00	10,519.12	29.9
204-34-5356	4,262.01	13,575.31	45,000.00	31,424.69	30.2
204-34-5363	.00	.00	7,000.00	7,000.00	.0
204-34-5370	483.08	1,406.81	8,000.00	6,593.19	17.6
204-34-5380	1,347.50	3,140.00	12,000.00	8,860.00	26.2
204-34-5381	.00	.00	100.00	100.00	.0
204-34-5384	194.85	584.55	1,400.00	815.45	41.8
204-34-5398	118.85	356.55	1,330.00	973.45	26.8
204-34-5422	241.77	764.20	8,000.00	7,235.80	9.6
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	4,285.57	6,321.55	15,000.00	8,678.45	42.1
204-34-5433	6,181.96	21,562.04	60,000.00	38,437.96	35.9
204-34-5434	1,920.02	6,582.42	60,000.00	53,417.58	11.0
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	406.75	1,985.94	12,000.00	10,014.06	16.6
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	895.00	6,823.23	15,000.00	8,176.77	45.5
204-34-5593	.00	10,759.00	1,500,000.00	1,489,241.00	.7
204-34-5597	.00	17,183.00	20,000.00	2,817.00	85.9
204-34-5903	.00	.00	14,000.00	14,000.00	.0
204-34-5941	13.54	181.62	3,000.00	2,818.38	6.1
204-34-5969	979.22	1,340.79	25,000.00	23,659.21	5.4
TOTAL OPERATING	138,447.03	430,055.09	3,276,143.00	2,846,087.91	13.1
<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 3 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
204-80-5013 AUTOMATED METERING INFRASTRUCT	.00	.00	920,000.00	920,000.00	.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	3,315.00	3,315.00	132,845.00	129,530.00	2.5
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	.00	8,232.00	222,055.00	213,823.00	3.7
204-80-5070 ALT. WATER SOURCE & PLANNING	5,242.00	5,242.00	75,000.00	69,758.00	7.0
204-80-5716 FLOW METER - 1 MG TANK	.00	.00	30,000.00	30,000.00	.0
204-80-5719 DISTRIB SYSTEM IMPROV MASTER	11,854.50	40,282.91	55,000.00	14,717.09	73.2
204-80-5853 UTV W/ PLOW	30,691.11	30,691.11	32,000.00	1,308.89	95.9
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
TOTAL CAPITAL OUTLAY	51,102.61	87,763.02	3,724,555.00	3,636,791.98	2.4
<u>DEBT SERVICE</u>					
204-90-5630 D19AX116 LOAN PRINCIPAL (WTP)	.00	564,892.50	1,129,785.00	564,892.50	50.0
204-90-5631 D19AX116 LOAN INTEREST (WTP)	.00	96,083.12	192,166.00	96,082.88	50.0
TOTAL DEBT SERVICE	.00	660,975.62	1,321,951.00	660,975.38	50.0
TOTAL FUND EXPENDITURES	189,549.64	1,178,793.73	9,281,292.00	8,102,498.27	12.7
NET REVENUE OVER EXPENDITURES	(154,225.80)	(305,419.45)	(2,413,318.00)	(2,107,898.55)	(12.7)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTED CAPITAL</u>					
205-02-3350 DEVELOPER SEWER FEE ESCROW	763.00	4,578.00	18,312.00	13,734.00	25.0
205-02-3446 TAP FEES	9,977.00	59,862.00	379,126.00	319,264.00	15.8
TOTAL CONTRIBUTED CAPITAL	<u>10,740.00</u>	<u>64,440.00</u>	<u>397,438.00</u>	<u>332,998.00</u>	<u>16.2</u>
<u>OPERATING REVENUE</u>					
205-03-3445 SEWER USER FEES	.00	434,889.68	2,653,716.00	2,218,826.32	16.4
TOTAL OPERATING REVENUE	<u>.00</u>	<u>434,889.68</u>	<u>2,653,716.00</u>	<u>2,218,826.32</u>	<u>16.4</u>
<u>NON-OPERATING REVENUE</u>					
205-04-3610 INVESTMENT EARNINGS	16,087.32	46,981.37	202,980.00	155,998.63	23.2
205-04-3650 BOND/LOAN PROCEEDS	.00	75,913.00	172,000.00	96,087.00	44.1
TOTAL NON-OPERATING REVENUE	<u>16,087.32</u>	<u>122,894.37</u>	<u>374,980.00</u>	<u>252,085.63</u>	<u>32.8</u>
<u>SOURCE 05</u>					
205-05-3420 LAND USE FEES	.00	280.00	.00	(280.00)	.0
TOTAL SOURCE 05	<u>.00</u>	<u>280.00</u>	<u>.00</u>	<u>(280.00)</u>	<u>.0</u>
TOTAL FUND REVENUE	<u>26,827.32</u>	<u>622,504.05</u>	<u>3,426,134.00</u>	<u>2,803,629.95</u>	<u>18.2</u>

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
205-34-5100	39,179.40	117,566.18	539,082.00	421,515.82	21.8
205-34-5102	15,879.95	42,385.81	211,038.00	168,652.19	20.1
205-34-5110	700.00	2,300.00	11,800.00	9,500.00	19.5
205-34-5221	313.80	4,338.80	65,000.00	60,661.20	6.7
205-34-5228	345.35	345.35	5,000.00	4,654.65	6.9
205-34-5231	635.75	2,578.77	10,000.00	7,421.23	25.8
205-34-5233	161.68	654.38	35,000.00	34,345.62	1.9
205-34-5241	32.97	272.40	1,500.00	1,227.60	18.2
205-34-5321	1,083.87	3,208.72	20,545.00	17,336.28	15.6
205-34-5339	1,299.93	6,694.76	26,863.00	20,168.24	24.9
205-34-5341	18,531.48	58,262.18	235,683.00	177,420.82	24.7
205-34-5342	430.48	1,694.94	4,032.00	2,337.06	42.0
205-34-5344	3,234.03	14,730.49	60,000.00	45,269.51	24.6
205-34-5345	.00	170.95	2,100.00	1,929.05	8.1
205-34-5356	1,189.71	9,483.21	20,000.00	10,516.79	47.4
205-34-5363	.00	1,988.96	8,000.00	6,011.04	24.9
205-34-5370	150.00	1,556.00	10,000.00	8,444.00	15.6
205-34-5380	787.50	7,105.00	6,500.00	(605.00)	109.3
205-34-5381	.00	.00	100.00	100.00	.0
205-34-5384	244.80	763.70	8,000.00	7,236.30	9.6
205-34-5398	361.20	963.20	3,620.00	2,656.80	26.6
205-34-5422	118.60	3,033.67	7,500.00	4,466.33	40.5
205-34-5423	.00	.00	1,000.00	1,000.00	.0
205-34-5431	.00	453.59	25,000.00	24,546.41	1.8
205-34-5432	.00	2,330.19	18,000.00	15,669.81	13.0
205-34-5433	2,851.30	12,398.81	40,000.00	27,601.19	31.0
205-34-5434	2,060.77	2,831.92	15,000.00	12,168.08	18.9
205-34-5436	.00	.00	15,000.00	15,000.00	.0
205-34-5440	4,422.00	14,724.00	50,000.00	35,276.00	29.5
205-34-5455	32.60	715.76	7,500.00	6,784.24	9.5
205-34-5513	.00	.00	5,000.00	5,000.00	.0
205-34-5533	.00	.00	3,000.00	3,000.00	.0
205-34-5554	4,250.45	7,688.80	40,000.00	32,311.20	19.2
205-34-5579	.00	42,423.35	45,000.00	2,576.65	94.3
205-34-5941	154.95	426.81	4,500.00	4,073.19	9.5
205-34-5969	.00	1,011.28	5,000.00	3,988.72	20.2
TOTAL OPERATING	98,452.57	365,101.98	1,565,363.00	1,200,261.02	23.3
<u>TRANSFERS - OUT</u>					
205-56-5000	.00	.00	900,246.00	900,246.00	.0
TOTAL TRANSFERS - OUT	.00	.00	900,246.00	900,246.00	.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 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	.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
TOTAL CAPITAL OUTLAY	.00	20,601.00	1,070,101.00	1,049,500.00	1.9
<u>DEBT SERVICE</u>					
205-90-5618 W22AX116 LOAN PRINCIPAL (WRF)	.00	500,283.50	1,000,567.00	500,283.50	50.0
205-90-5619 W22AX116 LOAN INTEREST (WRF)	.00	671,990.02	1,343,980.00	671,989.98	50.0
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
TOTAL DEBT SERVICE	.00	1,172,273.52	2,470,492.00	1,298,218.48	47.5
TOTAL FUND EXPENDITURES	98,452.57	1,557,976.50	6,006,202.00	4,448,225.50	25.9
NET REVENUE OVER EXPENDITURES	(71,625.25)	(935,472.45)	(2,580,068.00)	(1,644,595.55)	(36.3)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTED CAPITAL</u>					
207-02-3451 TOW STRM DRN BP IMPACT	400.00	2,400.00	15,200.00	12,800.00	15.8
207-02-3453 AUTH STORM DRN BP IMPACT	440.00	2,640.00	16,720.00	14,080.00	15.8
TOTAL CONTRIBUTED CAPITAL	840.00	5,040.00	31,920.00	26,880.00	15.8
<u>OPERATING REVENUE</u>					
207-03-3449 TOW STORM DRAIN UTILITY FEES	.00	46,544.12	276,000.00	229,455.88	16.9
207-03-3452 AUTH STORM DRAIN UTILITY FEES	.00	71,490.33	420,000.00	348,509.67	17.0
TOTAL OPERATING REVENUE	.00	118,034.45	696,000.00	577,965.55	17.0
<u>FEES FOR SERVICE</u>					
207-05-3420 LAND USE FEES	.00	280.00	.00	(280.00)	.0
TOTAL FEES FOR SERVICE	.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	3,650.58	10,661.13	57,482.00	46,820.87	18.6
TOTAL MISCELLANEOUS REVENUE	3,650.58	10,661.13	1,406,944.00	1,396,282.87	.8
TOTAL FUND REVENUE	4,490.58	134,015.58	2,134,864.00	2,000,848.42	6.3

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 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	391.40	1,158.71	7,420.00	6,261.29	15.6
207-34-5339 ON-LINE UTILITY BILL PAY-FEE	469.42	2,417.58	9,705.00	7,287.42	24.9
207-34-5341 ELECTRICITY	39.88	112.21	578.00	465.79	19.4
207-34-5356 PROFESSIONAL SERVICES	676.90	676.90	20,000.00	19,323.10	3.4
207-34-5459 R&M DRAINAGE FACILITIES	.00	.00	30,000.00	30,000.00	.0
207-34-5522 AUTHORITY UTILITIES PAYMENTS	.00	428,536.21	426,441.00	(2,095.21)	100.5
207-34-5524 AUTHORITY IMPACT FEES	.00	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
TOTAL OPERATING	1,577.60	466,341.94	526,689.00	60,347.06	88.5
<u>TRANSFERS - OUT</u>					
207-56-5000 TRANSFER TO GENERAL FUND	.00	.00	260,799.00	260,799.00	.0
TOTAL TRANSFERS - OUT	.00	.00	260,799.00	260,799.00	.0
<u>CAPITAL OUTLAY</u>					
207-80-4065 B-DAMS IMPROVEMENT	.00	93,534.00	93,534.00	.00	100.0
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
TOTAL CAPITAL OUTLAY	.00	93,534.00	2,225,079.00	2,131,545.00	4.2
TOTAL FUND EXPENDITURES	1,577.60	559,875.94	3,012,567.00	2,452,691.06	18.6
NET REVENUE OVER EXPENDITURES	2,912.98	(425,860.36)	(877,703.00)	(451,842.64)	(48.5)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
209-08-3610 INVESTMENT EARNINGS	2,938.80	8,449.17	32,876.00	24,426.83	25.7
209-08-3701 LOTTERY RECEIPTS	44,420.39	85,879.16	360,000.00	274,120.84	23.9
TOTAL MISCELLANEOUS REVENUE	<u>47,359.19</u>	<u>94,328.33</u>	<u>392,876.00</u>	<u>298,547.67</u>	<u>24.0</u>
TOTAL FUND REVENUE	<u>47,359.19</u>	<u>94,328.33</u>	<u>392,876.00</u>	<u>298,547.67</u>	<u>24.0</u>
NET REVENUE OVER EXPENDITURES	<u>47,359.19</u>	<u>94,328.33</u>	<u>392,876.00</u>	<u>298,547.67</u>	<u>24.0</u>

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAX REVENUE</u>					
210-01-3130 SALES TAX	40,189.28	153,978.93	635,572.00	481,593.07	24.2
210-01-3140 USE TAX BUILDING MATERIALS	.00	.00	45,000.00	45,000.00	.0
210-01-3315 MOTOR VEHICLE USE TAX	11,217.63	34,823.68	143,724.00	108,900.32	24.2
210-01-3700 OPEN SPACE SALES TAX	25,597.38	101,379.68	405,000.00	303,620.32	25.0
TOTAL TAX REVENUE	77,004.29	290,182.29	1,229,296.00	939,113.71	23.6
<u>BUILDING PERMITS</u>					
210-02-3381 TRAIL IMPACT FEE	450.00	2,700.00	17,100.00	14,400.00	15.8
210-02-3620 BP PARK IMPACT FEE	1,000.00	6,000.00	38,000.00	32,000.00	15.8
TOTAL BUILDING PERMITS	1,450.00	8,700.00	55,100.00	46,400.00	15.8
<u>RECREATION PROGRAM FEES</u>					
210-05-3174 FIELD & BUILDING RENTALS	500.00	1,260.00	6,000.00	4,740.00	21.0
210-05-3175 RECREATION FEES	8,933.59	31,185.07	118,374.00	87,188.93	26.3
210-05-3177 BATTING CAGES FEES/SALES	.00	.00	2,000.00	2,000.00	.0
210-05-3178 CARD PROCESSING FEE RECOVERY	265.89	1,007.76	2,000.00	992.24	50.4
TOTAL RECREATION PROGRAM FEES	9,699.48	33,452.83	128,374.00	94,921.17	26.1
<u>MISCELLANEOUS REVENUE</u>					
210-08-3190 WCP VETERANS MEMORIAL PLAZA	.00	105.00	.00	(105.00)	.0
210-08-3610 INVESTMENT EARNINGS	9,660.89	28,218.62	120,198.00	91,979.38	23.5
210-08-3690 MISCELLANEOUS REVENUE	4,500.00	4,500.00	.00	(4,500.00)	.0
210-08-3910 SALE OF ASSETS	1.00	1.00	1,000.00	999.00	.1
210-08-3913 PARKS & REC SPONSORSHIPS	.00	200.00	500.00	300.00	40.0
TOTAL MISCELLANEOUS REVENUE	14,161.89	33,024.62	121,698.00	88,673.38	27.1
TOTAL FUND REVENUE	102,315.66	365,359.74	1,534,468.00	1,169,108.26	23.8

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
210-34-5100	23,007.96	71,043.02	297,237.00	226,193.98	23.9
210-34-5101	4,464.06	7,342.23	118,000.00	110,657.77	6.2
210-34-5102	10,734.77	28,362.03	125,574.00	97,211.97	22.6
210-34-5110	400.00	1,400.00	5,200.00	3,800.00	26.9
210-34-5111	647.39	743.43	10,000.00	9,256.57	7.4
210-34-5112	.00	131.22	3,000.00	2,868.78	4.4
210-34-5221	.00	.00	3,100.00	3,100.00	.0
210-34-5231	960.92	2,390.48	15,000.00	12,609.52	15.9
210-34-5233	358.28	2,772.99	24,000.00	21,227.01	11.6
210-34-5237	2,682.64	13,391.32	41,000.00	27,608.68	32.7
210-34-5239	.00	.00	10,000.00	10,000.00	.0
210-34-5241	.00	.00	2,000.00	2,000.00	.0
210-34-5251	2,036.50	23,125.00	45,000.00	21,875.00	51.4
210-34-5254	3,470.32	9,012.02	32,000.00	22,987.98	28.2
210-34-5256	69.88	193.51	1,600.00	1,406.49	12.1
210-34-5341	326.41	773.10	7,000.00	6,226.90	11.0
210-34-5342	567.16	1,673.15	40,000.00	38,326.85	4.2
210-34-5343	76.55	222.13	1,800.00	1,577.87	12.3
210-34-5344	288.90	1,512.14	4,500.00	2,987.86	33.6
210-34-5346	290.83	872.49	3,500.00	2,627.51	24.9
210-34-5365	2,550.00	7,650.00	30,750.00	23,100.00	24.9
210-34-5366	11,000.00	11,000.00	50,000.00	39,000.00	22.0
210-34-5370	.00	155.00	1,500.00	1,345.00	10.3
210-34-5372	.00	406.04	2,750.00	2,343.96	14.8
210-34-5380	720.00	755.00	5,500.00	4,745.00	13.7
210-34-5381	.00	.00	100.00	100.00	.0
210-34-5397	.00	.00	600.00	600.00	.0
210-34-5422	.00	5,106.22	11,000.00	5,893.78	46.4
210-34-5423	.00	.00	11,000.00	11,000.00	.0
210-34-5513	.00	.00	5,000.00	5,000.00	.0
210-34-5533	.00	.00	3,000.00	3,000.00	.0
210-34-5941	7.53	162.03	4,000.00	3,837.97	4.1
210-34-5942	9,688.55	11,736.30	65,000.00	53,263.70	18.1
TOTAL OPERATING	74,348.65	201,930.85	979,711.00	777,780.15	20.6

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
210-51-5100 WAGES & SALARIES	22,526.94	67,611.35	293,687.00	226,075.65	23.0
210-51-5101 SEASONALS - REC	.00	1,192.56	.00	(1,192.56)	.0
210-51-5102 BENEFITS	9,848.83	26,389.21	118,878.00	92,488.79	22.2
210-51-5110 ON-CALL STIPEND	400.00	1,000.00	5,200.00	4,200.00	19.2
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	2,000.00	2,019.95	3,500.00	1,480.05	57.7
210-51-5142 YOUTH FOOTBALL	.00	19.99	1,500.00	1,480.01	1.3
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	.00	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	.00	59.99	1,000.00	940.01	6.0
210-51-5165 NCSO REFEREES ADMIN FEE	625.00	1,875.00	8,000.00	6,125.00	23.4
210-51-5166 INSTRUCTOR/OFFICIAL FEES	430.00	2,257.00	30,000.00	27,743.00	7.5
210-51-5168 COMPUTER EQUIP./SOFTWARE	1,547.67	3,869.91	18,000.00	14,130.09	21.5
210-51-5181 REC. PROG. SUPPLIES/EXP.	467.45	1,010.11	16,000.00	14,989.89	6.3
210-51-5183 BATTING CAGES - MAINT. & OPER.	.00	.00	11,000.00	11,000.00	.0
210-51-5185 BALL FIELD/CAGE ELECTRICITY	3,208.57	4,565.17	20,000.00	15,434.83	22.8
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	.00	1,775.00	3,000.00	1,225.00	59.2
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	3,228.00	7,539.75	14,000.00	6,460.25	53.9
210-51-5401 MARKETING SERVICES	107.00	4,176.44	11,000.00	6,823.56	38.0
210-51-5513 INSURANCE DEDUCTIBLE	.00	.00	5,000.00	5,000.00	.0
TOTAL RECREATION	44,389.46	125,541.23	624,065.00	498,523.77	20.1
<u>TRANSFERS - OUT</u>					
210-56-5000 TRANSFER TO GENERAL FUND	.00	.00	500,679.00	500,679.00	.0
TOTAL TRANSFERS - OUT	.00	.00	500,679.00	500,679.00	.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
210-80-5465 MOWER REPLACEMENT	.00	29,638.00	30,000.00	362.00	98.8
210-80-5721 PARKS MASTER PLAN	5,716.00	5,716.00	149,054.00	143,338.00	3.8
210-80-5730 CENTENNIAL PARK EXPANSIONS	5,000.00	5,000.00	450,000.00	445,000.00	1.1
210-80-5853 UTV REPLACEMENT	.00	54,731.10	55,000.00	268.90	99.5
210-80-5950 PAVE EXISTING TRAILS	.00	5,010.25	10,000.00	4,989.75	50.1
TOTAL CAPITAL OUTLAY	10,716.00	100,095.35	694,054.00	593,958.65	14.4
TOTAL FUND EXPENDITURES	129,454.11	427,567.43	2,798,509.00	2,370,941.57	15.3
NET REVENUE OVER EXPENDITURES	(27,138.45)	(62,207.69)	(1,264,041.00)	(1,201,833.31)	(4.9)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2026

LIBRARY TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING PERMITS</u>					
255-02-3372 LIBRARY IMPACT FEES	250.00	1,500.00	19,000.00	17,500.00	7.9
TOTAL BUILDING PERMITS	250.00	1,500.00	19,000.00	17,500.00	7.9
<u>MISCELLANEOUS REVENUE</u>					
255-08-3355 INVESTMENT EARNINGS - LIBRARY	1,615.89	4,719.06	.00	(4,719.06)	.0
TOTAL MISCELLANEOUS REVENUE	1,615.89	4,719.06	.00	(4,719.06)	.0
TOTAL FUND REVENUE	1,865.89	6,219.06	19,000.00	12,780.94	32.7
NET REVENUE OVER EXPENDITURES	1,865.89	6,219.06	19,000.00	12,780.94	32.7



Board of Trustees Meeting

Date: June 9, 2026
Subject: May 26, 2026 Board of Trustees Meeting Minutes

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

EXECUTIVE SUMMARY

Attached are the May 26, 2026 Board of Trustees Meeting Minutes.

BACKGROUND / DISCUSSION

N/A

CONNECTION WITH ADOPTED MASTER PLANS

N/A

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Staff recommends approval on the consent agenda.

MOTION RECOMMENDATION

Option 1) Move to approve the consent agenda.

Option 2) Move to approve the May 26, 2026 Board of Trustees Meeting Minutes.

ATTACHMENTS

1. 2026-05-26 Meeting Minutes



BOARD OF TRUSTEES
May 26, 2026
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Minutes

A. CALL TO ORDER

Mayor Dailey called the meeting to order at 6:30 pm.

1. Pledge of Allegiance
Mayor Dailey led the Pledge of Allegiance.
2. Roll Call
The Clerk noted a quorum with the below roll:
Blackstone – Present
Moore – Present
Barrett – Present
Moyer – Present
Cannon- Present
Mason – Present
Dailey – Present
3. Amendments to Agenda
There were no amendments to the agenda.
4. Conflict of Interest
There were no conflicts of interest to the agenda.

B. COMMUNITY PARTICIPATION

1. Proclamation - National Public Works Week

Mayor Dailey read the proclamation into the record and Nathan Ewert, Deputy Public Works Director accepted.

2. Public Comment
There was no public comment.

C. PRESENTATION

1. Update on the Progress of the Transportation and Mobility Plan

Cody Bird, Planning Director and Brittany Lenoir, Planner III noted excitement on the first Transportation and Mobility Plan the Town has undergone. Mr. Bird noted the growing and evolving needs of the Town, noting this plan does not show specific projects but focuses on safety, improvements and items like regional partnerships.

Ms. Lenoir spoke to the public engagement efforts that have taken place, including the Town's Around the Well podcast and public events. The most requested item heard from the community was safer streets for people of all ages and abilities.

Mr. Bird discussed pedestrian and bicycle networks that were studied, along with draft plan goals and priorities, including items such as connectivity, stewardship, economic development.

The Board expressed appreciation for the work done and general agreement with the vision and goals. Clarification was asked regarding Owl Canyon Road, which Mr. Bird noted could carry a higher volume of commercial traffic due to the Larimer County landfill.

The Board noted the importance of Safe Routes to School, and the gaps that were identified in this plan and noted excitement for the plan and potential partnerships with Poudre School District.

D. CONSENT AGENDA

1. April 28, 2026 Board of Trustees Meeting Minutes
2. May 12, 2026 Board of Trustees Meeting Minutes

Mayor Pro Tem Mason moved to Approve the Consent Agenda

Trustee Moyer seconded and the motion passed.

E. ACTION ITEMS

1. Ordinance No. 05-2026 - An Ordinance Amending Chapter 10 of the Wellington Municipal Code Concerning Motorbikes, Motorized Skateboards, Electric Vehicles

Sergeant Russell Downing, Larimer County Sheriff's Office, presented the ordinance and noted the increase of motor bikes in Town, and spoke to the increase in popularity with the lack of guidance from the State level has created challenges in how to address these problems. The proposed ordinance clarifies the guidelines of operations.

It was added in for a prohibition of these vehicles in landscape and grassy areas. Sergeant Downing noted this ordinance would lean on responsibility of the riders, as opposed to some municipalities are banning these types of vehicles outright.

The Board asked why there is not a speed or age limit or restrictions on where and when these vehicles can be ridden. Sergeant Downing noted speed limits are difficult with these vehicles as they do not have a speedometer, and the lack of this is difficult to legally cite.

An amendment was proposed to call out the use of vehicles not being allowed to be on landscape, grass or other grass land locations unless otherwise stated.

The Board asked for how modifying vehicles would be dealt with, which was noted would be difficult and to ascertain or enforce but the proposed ordinance would require a plaque and be inspectable.

Violation plans were questioned, which was noted warnings and education is always first however repeated offenders are cited. When a juvenile is given a ticket, a guardian is required to attend

Municipal Court, and the citing officer requires a parent to come pick up the bike when an individual is cited.

The difference between bicycle or motorcycle helmets was asked, which was noted the Ordinance calls out either is acceptable. Clarification on stopping at stops signs and following general rules of the road was asked. Sergeant Downing noted the ordinance calls out following rules of the road, which is generally broad.

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

Deliberation from the Board centered around concerns for residents, if a bicycle helmet would be safe enough for the rate of speeds being taken, and expressed support for the amendment proposed related to impact in the parks and landscaped areas. A potential required registration was noted, and a fine was encouraged for any citations given.

Trustee Cannon moved to approve Ordinance No. 05-2026 Amending Chapter 10 of the Wellington Municipal Code Concerning Motorbikes, Motorized Skateboards, Electric Vehicles with the Amended Language of: The operation of electric-powered motorbikes, minibikes, toy vehicles, electric scooters, and similar battery-powered personal mobility devices shall be permitted only on public streets, sidewalks, crosswalks, paved multi-use paths, and in other areas specifically designated by the Town for such use, unless otherwise prohibited by law.

Operation of such devices is prohibited in parks, open space, landscaped or grassed areas, unpaved or soft-surface trails, detention or retention ponds, drainage facilities, drainage easements, and any other area not specifically designated for motorized use.

This section shall not apply to authorized governmental operations, emergency response personnel, contractors acting within the scope of authorized work, or the lawful use of maintenance, landscaping, agricultural, or utility equipment.

Trustee Barrett seconded and the motion passed.

NO VOTES:

Moyer, Moore

2. Ordinance No. 06-2026 Amending Chapter 6 of the Wellington Municipal Code Concerning Business Licensing

Hannah Hill, Town Clerk and Cody Bird, Planning Director presented the item, noting the previously adopted code, and spoke to the need for flexibility for various vendors, including special events and mobile vendors.

The Board asked for clarification on process and collection of sales tax from mobile vendors. Ms. Hill noted several departments will collaborate and research different options for sales tax collection from various vendors.

There was no public comment.

Mayor Pro Tem Mason moved to Approve Ordinance No. 06-2026 Amending Chapter 6 of the Wellington Municipal Code Concerning Business Licensing

Trustee Blackstone seconded and the motion passed.

F. REPORTS

1. Town Attorney
Daniel Ruben, Town Attorney, did not have a report.
2. Town Administrator
There was no report.
3. Staff Communications
Reports were included in the packet.
 - a. Board of Trustees Planning Calendar
 - b. Larimer County Sheriff's Office April 2026 Report
 - c. Treasurer's Report — March 2026
 - d. Report of Expenses — March 2026
 - e. Utilities Report - April 2026
4. Board Reports
Trustee Moyer noted recent communities with fire damage and spoke to being excited for the emergency plan the Town is working on.

Mayor Pro Tem Mason noted Harvest Farm will be shutting down in Wellington. The Larimer County Abatement Meeting will be held shortly, and Mayor Pro Tem will update the Board on the grant applications.

Trustee Cannon noted the American Legion and Girl Scout Troop hosting an event in the Highland Cemetery, and upcoming Colorado Municipal League events.

Mayor Dailey congratulated the Wellington Middle High School graduating class and spoke to Kids to Park Day. It was noted that the Splash Pad was open. The Wellington Main Street Program providing flags for each graduating senior was thanked.

The first group of eighth graders entering Wellington Middle High for the first full four-year class was congratulated.

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 transaction of real property for use by Colorado State University for agricultural well water rights. 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 August 24, 2026, except for those matters heard pursuant to 24-6-402 (4)(B), which shall not be recorded as they are attorney-client privileged.

Trustee Moyer 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 Transaction Of Real Property For Use By Colorado State University For Agricultural Well Water Rights. 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 August 24, 2026, Except For Those Matters Heard Pursuant To 24-6-402 (4)(B), Which Shall Not Be Recorded As They Are Attorney-Client Privileged.

Trustee Cannon seconded and the motion passed.

Mayor Dailey recessed at 8:19 pm.

Mayor Dailey entered the executive session at 8:27 pm.

Mayor Dailey reconvened the regular meeting at 9:13 pm.

H. ADJOURN

Mayor Dailey adjourned the May 26, 2026 Regular Meeting at 9:14 pm.

Rebekka Dailey, Mayor

Hannah Hill, Town Clerk



Board of Trustees Meeting

Date: June 9, 2026

Subject: Resolution No. 17-2026 - A Resolution of the Town of Wellington, Colorado Canceling a Regular Meeting on June 23, 2026

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

EXECUTIVE SUMMARY

Wellington Municipal Code Article 2, Section 2-2-60 states that the Board of Trustees shall hold regular meetings on the second and fourth Tuesday of the month, and Section 2-2-80 notes a majority of the Board of Trustees shall constitute a quorum to do business at meetings of the Board. At the June 23, 2026 Board of Trustees Regular Meeting a majority of the Board of Trustees will not be in attendance due to attending the Colorado Municipal League annual conference.

BACKGROUND / DISCUSSION

This resolution is intended to provide public notice of the meeting cancellation for the June 23, 2026 meeting.

CONNECTION WITH ADOPTED MASTER PLANS

Ensure Strong Operations:

- Communicate strategically to community audiences; cultivate effective staff & trustee interactions.

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Staff would recommend approval of the resolution to officially notice the cancellation of the meeting.

MOTION RECOMMENDATION

Option 1) Approve the Consent Agenda

Option 2) Move to approve Resolution No.17-2026 - A Resolution of the Town of Wellington, Colorado Canceling a Regular Meeting on June 23, 2026.

ATTACHMENTS

1. Resolution No. 17-2026 - A Resolution Canceling June 23, 2026 Board of Trustees Meeting

TOWN OF WELLINGTON
RESOLUTION NO. 17-2026

A RESOLUTION OF THE TOWN OF WELLINGTON, COLORADO CANCELLING THE JUNE 23, 2026 REGULAR MEETING

WHEREAS, the Town of Wellington Municipal Code requires a majority of the Board of Trustees to attend meetings to constitute a quorum; and

WHEREAS, on June 23, 2026, a regularly scheduled meeting, the majority of the Board of Trustees will be in attendance at the Colorado Municipal League conference; and

WHEREAS, there will not be a majority of members in attendance at the June 23, 2026 meeting.

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

Section 1. The Board of Trustees hereby approves the cancellation of the June 23, 2026 Regular Meeting.

Upon a motion duly made, seconded, and carried, the foregoing Resolution was adopted, this 9th day of June, 2026.

TOWN OF WELLINGTON, COLORADO

By: _____
Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk



Board of Trustees Meeting

Date: June 9, 2026

Subject: Resolution No. 18-2026 - A Resolution of the Town of Wellington Considering the Approval of the Wellington Senior Resource Center, Inc. Contract Renewal

- **Presentation: Jenny Jones, Wellington Senior Resource Center, Inc. Town Liaison and Frances Boyd, Wellington Senior Resource Center, Inc. President**

EXECUTIVE SUMMARY

The annual contract renewal between the Wellington Senior Resource Center, Inc. and the Town of Wellington includes support costs for fuel, maintenance, insurance, and registration for the Senior passenger van. This contract renewal has a \$1,166.18 to accommodate uncertain gas pricing and repair and maintenance as the vehicle continues to age. The contract year would be effective June 30, 2026 through June 30, 2027, with subsequent renewals to be in line with the Larimer County of Aging fiscal/grant year to happen by July 1, 2026. All expenses will be paid by GL #: 201-13-5933.

BACKGROUND / DISCUSSION

The Wellington Senior Resource Center, Inc. (WSRC) has a long-standing partnership with the Town of Wellington. The Town has historically provided fuel, maintenance, and insurance, and registration for the van, as well as provided the use of the Leeper Center Community Room for various programming and activities through this annual contract. Part of the WSRC programming, in connection with the Larimer County Office on Aging (LCOA) transportation funding, is to provide transportation to local adults age 60+ for critical medical appointments and local pick-up of prescriptions. This transportation program is financially separate from the WSRC programming costs and support provided by the Town through the annual contract renewal. Transportation is provided by the Senior ADA-accessible 16- passenger van, which is owned solely by WSRC and is made possible with the funding provided by LCOA. The County funding pays for the daily driver fees and administrative costs for operating the transportation program. Since 2023, the national funding for this program continues to suffer from drastic budget cuts, resulting in some funding gaps over the past three years. The Senior Board continues to aggressively fundraise to help fill in any potential funding gaps.

CONNECTION WITH ADOPTED MASTER PLANS

Town of Wellington 2025 – 2029 Strategic Plan

- Grow Responsibly – Goal 2: Retain, revitalize, and invest in meeting and gathering spaces.

FISCAL IMPLICATIONS

The contract renewal has an overall increase of \$1,166.18 due to rising costs for gas, as well as repair and maintenance. The contract year would be effective June 30, 2026 through June 30, 2027, with subsequent renewals to be in line with the Larimer County Office on Aging fiscal/grant year to happen by July 1, 2027. All expenses will be paid by GL #: 201-13-5933.

STAFF RECOMMENDATION

Staff recommends approving Resolution No. 18-2026 for the annual contract renewal between Wellington Senior Resource, Inc. and the Town of Wellington for \$39,845.62.



MOTION RECOMMENDATION

Option 1) Move to Approve the Consent Agenda

Option 2) Move to Approve Resolution No. 18-2026

ATTACHMENTS

1. Resolution 18-2026 Considering the Renewal of An Annual Contract with the Wellington Senior Resource Center, Inc
2. WSRC 2026 Contract Renewal
3. WSRC Coordinator Update

TOWN OF WELLINGTON
RESOLUTION NO. 18-2026

A RESOLUTION OF THE TOWN OF WELLINGTON, COLORADO CONSIDERING THE
RENEWAL OF AN ANNUAL CONTRACT WITH THE WELLINGTON SENIOR
RESOURCE CENTER, INC

WHEREAS, the Town of Wellington has a history of annually contracting with Wellington Senior Resources, Inc. regarding services and resources to support the operations of the Wellington Senior Resource Center and associated programs for the community; and

WHEREAS, the term of the previous contract agreement was June 30, 2025 through June 30, 2026; and

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

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

The Board of Trustees hereby approves the renewal of the Contract Agreement with the Wellington Senior Resource Center for the term July 1, 2026 through June 30, 2027.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 9th day of June 2026.

TOWN OF WELLINGTON, COLORADO

By: _____

Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

Town of Wellington & Wellington Senior Resource Center, Inc Agreement

This agreement is made on June 9, 2026, between the Town of Wellington, Colorado, herein referred to as the "Town," and the Wellington Senior Resources Center, Inc., hereafter referred to as "WSRC," for the purpose of allocating space at the Leeper Community Center to serve as the Wellington Senior Resource Center during the designated programming hours, as well as to renew the Town's historical commitment to provide maintenance, fuel, vehicle registration, and insurance costs for the WSRC Senior Van. This agreement shall be effective from July 1, 2026, through June 30, 2027. This contract directly aligns with the Larimer County Office on Aging annual funding, hereafter referred to as "LCOA," grant year. LCOA provides critical funding to WSRC for program activities.

1. Purpose of the Agreement

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

2. Services to be Provided by the Town

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

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

3. Services to be Provided by WSRC

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

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

4. Maintenance Provided by WSRC during programming

Cleaning and organization of:

- a) Oven
- b) Refrigerator and freezer
- c) Chairs and tables
- d) Floor spot cleaning
- e) Vacuum if needed
- f) Trash receptacles
- g) Contents of kitchen cabinets
- h) Bathrooms in spot clean as needed
- i) Dusting and wiping down kitchen, community room and WSRC office
- j) Light snow removal (broomable dusting)

5. Maintenance provided by Town

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

6. Provisions

- a) This agreement shall be effective from July 1, 2026 through June 30, 2027.
- b) This agreement does not automatically renew and must be renewed annually under the following provision:
 - i. *Prior to, but no later than the expiration date of this agreement, the designated representative or spokesperson for WSRC shall come before the Wellington Board of Trustees with an accounting of the WSRC activities for the previous year and their relation to the continued use of the facilities of the Center. The purpose of this provision is to ensure, in the least, an annual accounting of the status of the Center, and an opportunity for the WSRC to request any additional assistance from the Board or propose changes to this agreement.*

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

SIGNATORS:

Wellington Senior Resources, Inc.

Town of Wellington

Frances Boyd, President

Rebekka Dailey, Mayor

Hannah Hill, Town Clerk

EXHIBIT A

**Town of Wellington
Compilation of Estimated Support
Wellington Senior Resource Center
July 1, 2026 – June 30, 2027**

**Estimated Annual Support Value
\$39,845.62**

Support Category	Annual Cost	Monthly Cost
Fuel & Maintenance – Senior Van	\$8,925.62	\$743.80
Value of Leeper Center Use	\$22,250.00	\$1,854.16
Insurance Premium – Progressive 2021 Starcraft AllStar Van	\$8,670.00	\$722.50
Total Estimated Support	\$39,845.62	\$3,320.47

Program Notes

- Facility usage includes approximately 16.5 hours per week for programming activities.
- Four annual special event reservations are included within facility support.
- Vehicle support estimates include fuel, maintenance, registration, and insurance costs (5% increase from previous year).

EXHIBIT B

**Town of Wellington
Compilation of Estimated Support
Wellington Senior Resource Center
June 30, 2025 - June 30, 2026**

**Estimated Annual Support Value
\$38,679.44**

Support Category	Annual Cost	Monthly Cost
Fuel & Maintenance – Senior Van	\$8,500.59	\$708.38
Value of Leeper Center Use	\$21,687.50	\$1,807.29
Insurance Premium – Progressive 2021 Starcraft AllStar Van	\$8,491.35	\$707.61
Total Estimated Support	\$38,679.44	\$3,223.29

Program Notes

- Facility usage includes approximately 16.5 hours per week for programming activities.
- Four annual special event reservations are included within facility support.
- Vehicle support estimates include fuel, maintenance, registration, and insurance costs (5% increase from 2024).



June 2, 2026

To the Mayor and the Board of Trustees members,

The Wellington Senior Resource Center, Inc. (WSRC) would like to thank the Town of Wellington for your generous past support of the area's Senior population by providing the facilities at The Leeper Center and maintaining our passenger bus.

The Wellington Senior Center's Van/Bus is used to:

- Transport local seniors to and from medical-related appointments within a 15-mile radius on Mondays, Wednesdays and Fridays. 1,174 rides so far this year for 16 riders
- Provide members, who cannot transport themselves, to the Wellington Senior Center for meals and social events
- Provide group transportation for Center outings

The WSRC Medical Transportation program is operated totally separate from the Wellington Senior Center. Operating funds for transportation and the Senior Center are kept separate and do not comingle.

The ongoing government cuts to funding for non-profits and charities are still affecting WSRC Transportation Program funding. Without financial help from our local community and our fundraising, this much-needed transportation program is able to continue offering these much-needed services. We are still seeking additional avenues of funding to help support this program.

Our current membership totals 118 seniors with 26 new members. We currently hold three yearly fundraisers to benefit the Senior Center:

- Pancake Breakfast in connection with the Town wide yard sale.
- Breakfast/Lunch Bake Sale and Craft Fair in December.
- Afternoon High Tea in May

The continuing Center activities are:

- Senior haircuts cost \$20
- Foot care cost \$35



- Volunteers of America are now offering free meals M-W-F during programming for a recommended donation of \$3 a meal for any local Senior no membership required
- 5-Star Band providing Country, Western and Gospel music on Wednesdays
- A potluck on the 3rd Wednesday of each month
- On the second Wednesday of the month, the Sheriff's department, Fire department and Town Administrators meet, with our seniors, for an informative presentation and question & answer session
- Celebrate all members' birthdays on the 2nd Wednesday of the month
- Scheduled several outings a month to surrounding area restaurants and tours of interesting places for 225 seniors this past year
- Opportunities to play games, including cribbage, Bingo, Dominos and Cards on Mondays and Fridays
- Bring in outside speakers with helpful information on Senior issues
- Senior Book Club
- Show and Tell for our Seniors
- Tai chi for Balance class

Our members have served the community by:

- Helping with the recent fishing & bike safety derbies
- Helping at the local food bank
- Participating in the Christmas Parade

In closing, we sincerely thank you for your continued support of the Senior Center and respectfully ask for your support moving forward. The Wellington Senior Center plays a vital role in the lives of local seniors by providing a welcoming place to connect with friends, access important information and resources, participate in engaging educational and recreational activities, and receive essential medical transportation services. Through these programs and connections, the Center helps strengthen the health, independence, and well-being of seniors throughout our community.

Thank you for your time and consideration!

Dorothy McClure
WSRC, Inc. Coordinator



Board of Trustees Meeting

Date: June 9, 2026

Subject: Resolution No. 22-2026 - A Resolution of the Town of Wellington, Colorado Making Appointments to the Parks, Recreation, Open Space and Trails Advisory Board

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

EXECUTIVE SUMMARY

The Parks, Recreation, Open Space and Trails (PROST) advises the Board of Trustees relative to the development and operation of the Town's park systems and the Town's recreational program. PROST has two terms that are expiring and two vacancies.

BACKGROUND / DISCUSSION

Staff opened and advertised all term endings and vacancies in March and April 2026. The Board appointed one individual to PROST on May 12, 2026 with Resolution No. 16-2026. Since that time, staff received two (2) additional applications for PROST. Interview committees of the staff liaison, chair of each commission and Board of Trustee members interviewed the applicants. After discussion, the individual committees would recommend both applicants for appointment as noted below:

Joseph Burke with a term ending April 2030

Landon Wheeler to fill a vacant seat with a term ending April 2030.

CONNECTION WITH ADOPTED MASTER PLANS

Ensure Strong Town Operations, Grow Responsibly, Foster Economic Vibrancy and Cultivate & Nurture Community Spaces.

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Based on the interview committee's recommendation, staff would recommend adoption of the resolution to appoint to PROST.

MOTION RECOMMENDATION

Option 1) Move to approve the consent agenda

Option 2) Move to Approve Resolution No. 22-2026, a Resolution of the Town of Wellington, Colorado Making Appointments to the Parks, Recreation, Open Space and Trails Advisory Board.

ATTACHMENTS

1. Resolution No. 22-2026 - A Resolution Appointment Members to PROST
2. PROST Application Joseph Burke2_Redacted
3. Landon Wheeler PROST Application 2026-05-26_Redacted

TOWN OF WELLINGTON

RESOLUTION NO. 22-2026

A RESOLUTION OF THE TOWN OF WELLINGTON, COLORADO MAKING
APPOINTMENTS TO THE PARKS, RECREATION, OPEN SPACE AND TRAILS
ADVISORY BOARD

WHEREAS, the Code provides for appointment of a Parks, Recreation, Open Space and Trails Board Member in Chapter 2, Article 13; and

WHEREAS, Section 2-13-30 of the Code provides that there shall be seven (7) voting members appointed by the Board of Trustees; and

WHEREAS, the Parks, Recreation, Open Space and Trails Board will have two (2) vacant seats with terms expiring in April 2026, and two (2) vacant seats; and

WHEREAS, the Town accepted applications for candidates; and

WHEREAS, candidates did apply, and after conducting interviews, it is recommended to appoint the below individuals to fill the seats on the Advisory Board..

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

Section 1. Joseph Burke with a term ending April 2030

Section 2. Landon Wheeler to fill a vacant seat with a term ending April 2028.

Upon a motion duly made, seconded, and carried, the foregoing Resolution was adopted, this 9th day of June, 2026.

TOWN OF WELLINGTON, COLORADO

By: _____
Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

Online Form Submittal: Application for Board or Commission Vacancy

From noreply@civicplus.com <noreply@civicplus.com>

Date Tue 5/12/2026 12:57 PM

To Hannah Hill <hillha@wellingtoncolorado.gov>; Patti Garcia <garciapa@wellingtoncolorado.gov>

Application for Board or Commission Vacancy

Eligibility Requirements

- Board/Commissions that require 1-year residency

Which board or commission would you like to be appointed to? Parks Recreation Open Spaces and Trails (PROST)

Name Joseph Burke

Address [Redacted]

City [Redacted]

State [Redacted]

Zip Code [Redacted]

Home Phone Number [Redacted]

Work Phone Number Field not completed.

Cell Phone Number Field not completed.

Email Address [Redacted]

Wellington Resident (Number of Years/Months) 3 years

Current Occupation Business Owner & local Beer Tender

Please list any relevant education, employment, or volunteer experience you have. Bachelor of Science Natural Resource Tourism (Colorado State University)
Previous P.R.O.S.T. Board member

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

Have you attended a meeting of the board or Yes

commission you are applying to?

Why do you want to become a member of this particular board or commission?	To continue working on current projects with the board, such as the master plan for parks & rec, as well as the Community Veteran Gardens.
--	--

What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years?	Funding, marketing, and TIME.
--	-------------------------------

Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.	N/A
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If appointed, what is one item that you'd like to accomplish on this board or commission?	I would like to work on the development of the current multi-use trail system in town, and trail connections to the greater front range area.
---	---

What relevant experience, skills and/or talents do you feel would help you be a contributing member and help accomplish the mission of this board or commission, and why?	I have spent thousands of hours using parks and trails locally the last ten years. I have seen how people use and enjoy our parks first hand, and been a first hand user myself. I believe this can bring an opportunistic viewpoint to the board, and help the board complete the missions created.
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What do you believe is the most important role of this board or commission in supporting the Town's goals and Strategic Plan	Grow Responsibly.
--	-------------------

Please think about your perception of the Committee as a group when you're responding to the following questions:

What is the purpose of the committee?	To provide insight to Parks and Rec from a park goers standpoint, as well as assist parks and recs growth in short term and long term projects.
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What are the goals of the committee?	Veterans Garden, Parks & Rec Master Plan, and continuing growth and development of parks.
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Is there a clear understanding and agreement of the purpose and goals by all members of the committee? Please explain.	I think its the job of the board to bring in different viewpoints and perspectives, and using those to come to an agreement.
--	--

Is there alignment between the work of the committee and the Town Board? Please explain.	Of course. The town board wants to see the community thrive and prosper as well. That's the goal.
Does the committee membership represent diverse perspectives and are diverse perspectives encouraged as part of effective dialogue? Please explain.	Yes. People who can understand and listen to opposing views, are how strong communities are built.
Are there certain skill sets, talents, or experience that you feel would benefit the committee membership? Please explain.	People person. Always nice to have someone who's friends with everyone, haha!
What do you believe could be a concern or issue facing this board or commission?	My tentative schedule is very busy, and I wasn't able to make as many meetings or events as I would've liked.
What have you done/will you do to familiarize yourself with the ordinances or master plans relating to the board or commission for which you're applying?	Attend meeting and events, read email notices and minuetts for meetings.
Do you have experience with outdoor recreation, public events, outdoor recreation, or community engagement?	<i>Field not completed.</i>
How would you prioritize funding between new park development and maintenance of existing facilities and amenities?	<i>Field not completed.</i>
What ideas do you have for improving accessibility and inclusivity in our parks, trails and open space and recreation programs?	<i>Field not completed.</i>
How do you think the conservation and use of open spaces within the Town of Wellington contributes to the overall quality of life in Town?	<i>Field not completed.</i>

Electronic Signature Agreement	I agree.
Electronic Signature of Applicant	Jospeh Burke
Date	5/12/2026

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

Online Form Submittal: Application for Board or Commission Vacancy

From noreply@civicplus.com <noreply@civicplus.com>

Date Sat 5/23/2026 9:09 PM

To Hannah Hill <hillha@wellingtoncolorado.gov>; Patti Garcia <garciapa@wellingtoncolorado.gov>

Application for Board or Commission Vacancy

Eligibility Requirements

- *Board/Commissions that require 1-year residency*

Which board or commission would you like to be appointed to? Parks Recreation Open Spaces and Trails (PROST)

Name Landon Wheeler

Address [REDACTED]

City [REDACTED]

State [REDACTED]

Zip Code [REDACTED]

Home Phone Number [REDACTED]

Work Phone Number *Field not completed.*

Cell Phone Number *Field not completed.*

Email Address [REDACTED]

Wellington Resident (Number of Years/Months) 4 years 9 months

Current Occupation Special Education Paraprofessional

Please list any relevant education, employment, or volunteer experience you have.

My connection to this community runs deep, and it shows up in how I invest my time. I have served on boards for theater nonprofits, where I gained hands-on experience in governance, organizational decision-making, and advocating for programming that serves diverse community members. That board experience has given me a strong understanding of how to work collaboratively toward a shared mission while balancing competing priorities and limited resources. As a longtime volunteer at my church, I have developed skills in community organizing, relationship-building, and showing up

consistently for others - qualities I bring to every role I take on. Perhaps most personally, my family has been active participants in the parks and recreation department for years. My children have played town sports and attended community events, and our family frequents the parks throughout all four seasons. I am not just an advocate for these spaces in the abstract. I am a daily stakeholder who understands firsthand how much they matter to families across our town. My investment in this community is not theoretical. It is lived, and it motivates my commitment to ensuring our parks, open spaces, and trails are welcoming, accessible, and inclusive for every resident.

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

Have you attended a meeting of the board or commission you are applying to? No

Why do you want to become a member of this particular board or commission? Our parks, open spaces, and trails are among the most democratic spaces our town has. They belong to everyone, and at their best, they serve everyone equally. That belief is what draws me to this board. My family has loved and used our parks for years, through every season and every stage of my children's lives. That personal connection gave me an appreciation for what these spaces mean to families, but it also gave me a clear view of where we can do better. I want to make sure that every resident, regardless of ability, age, background, or income, feels genuinely welcome and included in our parks and recreational programming. Accessibility and inclusion are not just boxes to check - they are what determine whether a park truly belongs to the whole community or only part of it. I want to bring that lens to board decisions, whether we are evaluating new trail design, recreational programming, or facility improvements. I also bring the perspective of someone who has seen governance work well through my nonprofit board experience, and I know how to channel passion into productive, collaborative action. I am not coming to this board with an agenda. I am coming with a commitment to listening, learning, and advocating for all of our residents.

What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years? Three Most Important Issues Facing This Board
1. Getting Kids Outside in a Screen-Saturated World
As an educator, I have watched a concerning shift in elementary-aged children over recent years. Attention spans are shorter, the ability to collaborate with peers is weaker, and tolerance for frustration has narrowed significantly. Parks and open spaces offer a natural, powerful framework for children to

develop exactly these skills, but the challenge is getting them there when a screen is always competing for their attention. This board has an opportunity to think creatively about how we design programming, spaces, and experiences that draw kids in and make the park feel like the more compelling choice. That means meeting families where they are, understanding what excites today's children, and making outdoor engagement feel relevant and fun rather than like a chore.

2. Equitable Access Across Neighborhoods

Not every resident has equal access to our parks, trails, and open spaces. Proximity, transportation, physical ability, and facility quality can vary depending on where someone lives. A park system that truly serves the whole town must be evaluated through an equity lens: asking not just whether parks exist, but whether they are safe, well-maintained, and genuinely reachable for every neighborhood and every resident.

3. Engaging Underrepresented Communities

Even when access exists, not every resident feels that our parks and programming were designed with them in mind. Reaching underrepresented communities requires more than open doors - it requires intentional outreach, culturally responsive programming, and a willingness to listen to voices that are not always at the table. I want to help this board move from passive availability to active inclusion.

Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.

I am not aware of any activities or affiliations that would create a conflict of interest in this role. I am employed as an educator at a school within the town, but I do not believe this creates any competing interest. It deepens my investment in the health and vitality of our community. I am committed to transparency and would recuse myself from any discussion or vote where a conflict might arise.

If appointed, what is one item that you'd like to accomplish on this board or commission?

If appointed, my top priority would be advancing meaningful inclusion for community members with special needs - across all ages, not just children.

Inclusion in our parks and recreation system can take many forms: buddy programs that give individuals with disabilities full access to sports and recreational programming, playground equipment designed to be accessible and engaging for children of all abilities, and infrastructure improvements like ramps in place of stairs that remove physical barriers to our spaces and trails.

Too often, accessibility is treated as a compliance issue - something to satisfy on a checklist. I want to help this board see it as a community value and a measure of who we are as a town. When a child with a disability can play alongside their peers, or an adult with mobility challenges can navigate our trails independently, that is a parks system working at its best.

As an educator, I have seen firsthand how much it matters to children, and to families, when they feel genuinely included rather than merely accommodated. I would love to bring that perspective to this board and work toward making our parks and recreation system a model for inclusive community spaces.

What relevant experience, skills and/or talents do you feel would help you be a contributing member and help accomplish the mission of this board or commission, and why?

My experience as an elementary special education professional is perhaps the most directly relevant qualification I bring to this board. Every day, my work centers on ensuring that children who learn, move, and experience the world differently are fully included in their school community - not as an afterthought, but as a core value. That same lens applies directly to how our parks, trails, and recreational programming are designed and delivered.

Special education has sharpened my ability to look at a space, a program, or a system and ask: who is this not working for, and why? That instinct for identifying barriers - physical, programmatic, or cultural - is exactly what I would bring to board discussions and decisions.

But my perspective goes beyond the professional. I am also the parent of special needs children, and I have experienced firsthand what it feels like to look for a playground your child can actually use, a sports program where they are genuinely welcomed, or a trail your whole family can navigate together. That personal experience gives me a depth of understanding that no amount of professional training can fully replicate, and it fuels my commitment to making these spaces truly work for every family in our town.

Beyond that, I bring practical governance experience from serving on nonprofit boards, where I developed skills in collaborative decision-making, strategic thinking, and advocating for mission-driven outcomes within real resource constraints. I know how boards function and how to be a productive, constructive member from day one.

I also bring the perspective of a rooted community member. I am a parent whose children have grown up in these parks, a neighbor who uses these spaces year-round, and a volunteer who has consistently shown up for this town. Together, these experiences give me the tools to contribute meaningfully to this board's mission, and the personal commitment to follow through.

What do you believe is the most important role of this board or commission in supporting the Town's goals and Strategic Plan

Wellington's vision is to be "a welcoming community for all," and I believe the PROST board is one of the most direct expressions of that vision in action. Parks, open spaces, and trails are where that promise becomes tangible and real for residents.

Of the town's strategic priorities, I see the PROST board's most critical role as driving the Cultivate Community Spaces pillar, particularly the goals of aligning community needs with a shared vision for spaces, and retaining and investing in gathering places that bring residents together. Parks are not just amenities; they are infrastructure for community

connection, and this board is the steward of that infrastructure. But the board's work touches other strategic priorities too. Ensuring our parks and trails are accessible and inclusive for residents of all abilities and backgrounds directly supports Wellington's commitment to being a welcoming community for all. Thoughtful park planning that keeps pace with Wellington's growth connects to the Grow Responsibly pillar. And parks that draw families outside, build social bonds, and activate community life contribute to the town's overall vibrancy and quality of life.

As a Wellington educator, parent, and longtime community member, I see every day how much these spaces matter to families. I believe the most important role of this board is to ensure that as Wellington grows, our parks and recreation system grows with intention, by remaining accessible, inclusive, and genuinely reflective of the whole community we are becoming.

Please think about your perception of the Committee as a group when you're responding to the following questions:

What is the purpose of the committee?

The PROST board serves as the community's advocate and advisory voice for Wellington's parks, recreation programs, open spaces, and trails. Its purpose is to provide guidance, oversight, and strategic input that ensures these shared spaces and programs are planned, developed, and maintained in a way that serves all residents - now and as the town continues to grow.

The committee acts as a bridge between the community and town staff and trustees by gathering resident perspectives, evaluating needs, and making recommendations that reflect Wellington's values and vision. It is not simply a maintenance oversight body; it is a forward-thinking group charged with asking what our parks and recreation system should look like in five, ten, and twenty years, and helping chart the path to get there.

At its core, the PROST board exists to ensure that Wellington's open spaces remain a source of community pride, connection, and wellbeing - places where every resident, regardless of age, ability, or background, can find belonging.

What are the goals of the committee?

The goals of the PROST board, as I understand them, center on several interconnected priorities:

Stewardship of existing spaces: Ensuring that Wellington's current parks, open spaces, and trails are well-maintained, safe, and continuing to meet the needs of a growing community. This means evaluating what we have, identifying gaps, and advocating for the resources needed to keep these spaces in excellent condition.

Thoughtful planning for growth: Wellington is growing, and the PROST board plays a critical role in ensuring that growth includes intentional investment in parks, trails, and recreation infrastructure. New developments and new residents bring new

needs, and the board should be proactive rather than reactive in planning for them.

Inclusive and accessible programming and spaces. Ensuring that recreational programming and physical spaces serve every resident, including children, seniors, individuals with disabilities, and underrepresented communities. Inclusion should be a thread running through every decision the board makes, not an afterthought.

Community engagement: Listening to Wellington residents, gathering input, and making sure the board's recommendations reflect the full diversity of voices in our town, not just the loudest or most familiar ones.

Alignment with the town's strategic vision: Supporting Wellington's broader goals, particularly the Cultivate Community Spaces pillar, and ensuring parks and recreation remain central to what makes Wellington a welcoming, thriving community.

Is there a clear understanding and agreement of the purpose and goals by all members of the committee? Please explain.

As someone who has not yet served on this board, I am not in a position to speak to the current alignment among its members. However, I believe this is one of the most important questions any board should ask itself regularly, and the fact that it is being asked here speaks well of the committee's self-awareness.

In my experience serving on nonprofit boards, I have seen firsthand how easy it is for individual members to bring different assumptions about a board's purpose and priorities, particularly as membership changes over time. Shared understanding cannot be assumed. It has to be cultivated deliberately through open communication, clear goal-setting, and periodic reflection as a group.

If appointed, one of my first priorities would be to listen carefully and learn, to understand where there is strong alignment among current members, where there may be differing perspectives, and how I can contribute constructively to a shared vision. I believe a board that openly examines its own cohesion is a healthier and more effective one, and I would welcome that kind of honest, collaborative conversation.

Is there alignment between the work of the committee and the Town Board? Please explain.

From my outside perspective, the structural relationship between the PROST board and the Board of Trustees appears to be well-designed for alignment. The PROST board functions in an advisory capacity, with its recommendations flowing to town staff and trustees who make final decisions - a model that, when working well, ensures parks and recreation priorities are informed by community input while remaining connected to the town's broader governance and strategic direction.

Wellington's 2025-2029 Strategic Plan includes "Cultivate Community Spaces" as a core pillar, which suggests that the Board of Trustees values and prioritizes the kind of work the PROST board does. That shared framework is a strong foundation for alignment.

That said, I think true alignment requires ongoing, intentional

communication between the two bodies, not just a structural connection on paper. In my nonprofit board experience, the committees and boards that work best together are those that maintain open dialogue, share information proactively, and understand how each group's work serves the larger mission. If appointed, I would be committed to understanding how that relationship functions in practice, and to ensuring that the work I contribute as a PROST board member genuinely supports and advances the town's stated goals and vision.

Does the committee membership represent diverse perspectives and are diverse perspectives encouraged as part of effective dialogue? Please explain.

As someone applying from outside the board, I cannot speak to the current composition or internal dynamics of the committee with certainty. What I can say is that diverse perspectives are not just a nice-to-have on a board like this - they are essential to doing the work well. Parks, trails, and recreation spaces serve every corner of our community, and the decisions this board makes should be informed by voices that reflect that full range of residents: different ages, abilities, backgrounds, neighborhoods, and life experiences. In my experience, diverse perspectives don't emerge automatically. They require intentional recruitment, a culture where all voices are genuinely welcomed, and a willingness to seek out input from community members who may not typically show up at public meetings. I would be committed to that kind of active, inclusive dialogue as a board member.

Are there certain skill sets, talents, or experience that you feel would benefit the committee membership? Please explain.

I believe the strongest PROST board would include a blend of skills and perspectives. Professionals with backgrounds in landscape architecture, urban planning, or civil engineering bring technical expertise to facility and trail decisions. Financial and project management experience helps the board make responsible recommendations within real budget constraints. Community organizers and people with strong ties to underrepresented neighborhoods can help ensure outreach reaches everyone, not just the residents who already show up to public meetings. But perhaps most importantly, I think the board benefits from members who carry a broad vision of who parks are actually for. We tend to default to thinking of parks as children's spaces - playgrounds, youth sports, family picnics. And those things absolutely matter. But parks and open spaces serve big kids too. Teenagers, adults and seniors need places to move, gather, decompress, and connect with nature just as much as children do. Trails, open spaces, fitness amenities, and community gathering areas are not extras for grown-ups, they are essential infrastructure for wellbeing at every age. I bring the perspective of a special education teacher, a parent of children with special needs, a nonprofit board member, and a community member who has watched my own children enjoy Wellington's parks, and who fully intends to keep using those spaces long after they do.

What do you believe could be a concern or issue facing this board or commission?

One of the most pressing concerns I see for this board is keeping pace with Wellington's growth. As new developments bring new residents, the demand on our parks, trails, and open spaces will increase significantly. The risk is that maintenance of existing facilities falls behind while new development demands attention, or conversely, that new park infrastructure doesn't get built into growth plans early enough to serve incoming residents well.

Beyond infrastructure, I think a deeper concern is relevance and reach. Are we engaging the full community, including families who are newer to Wellington, residents with disabilities, seniors, and people from different cultural backgrounds, or are we primarily serving the residents who already know how to plug in? A board that isn't actively asking that question risks becoming an echo chamber rather than a true community voice.

Finally, funding will always be a tension. Parks and recreation can feel discretionary compared to utilities or public safety, which means this board needs to be a compelling and persistent advocate for the value these spaces bring to Wellington's quality of life and community identity.

What have you done/will you do to familiarize yourself with the ordinances or master plans relating to the board or commission for which you're applying?

I have already begun. In preparing this application I reviewed Wellington's 2025-2029 Strategic Plan and familiarized myself with the town's parks and recreation priorities and how they connect to the Board of Trustees' broader vision for the community. If appointed, I would make it a priority to thoroughly review the Parks Master Plan, relevant ordinances, and any existing PROST board meeting minutes and materials to understand the history of decisions that have shaped our current system and the conversations already underway. I believe showing up prepared and informed is a basic responsibility of board membership, and I take that seriously.

Do you have experience with outdoor recreation, public events, outdoor recreation, or community engagement?

Yes, across several areas of my life.

As a family, we are year-round users of Wellington's parks, trails, and open spaces. My children have participated in town sports and recreation programs through the parks department for years, and our family frequents the parks in every season - not just when the weather is perfect. I understand these spaces as a daily user, not just an occasional visitor.

As an elementary special education teacher, I am deeply engaged with the community in a professional capacity every day. I work closely with families, navigate community resources, and advocate for children and families who often need someone in their corner. That work has given me strong roots in Wellington and a clear view of where our community's needs are greatest.

Through my church, I have been involved in community organizing, volunteer coordination, and event support - work that has sharpened my ability to bring people together around a shared purpose.

And through my nonprofit board experience, I have helped guide organizations through programming decisions, community outreach, and event planning, which are all experiences that translate directly to the kind of work this board does.

Taken together, I bring both the lived experience of a committed parks user and the organizational and community engagement skills to contribute meaningfully to this board's work.

How would you prioritize funding between new park development and maintenance of existing facilities and amenities?

This is one of the most honest tensions any parks board has to navigate, and I don't think there is a one-size-fits-all answer. My instinct, however, is that maintenance of existing facilities should generally take priority over new development, with some important nuance.

A park that exists but is poorly maintained, inaccessible, or unsafe is not serving its community. Before we invest in building something new, we have a responsibility to ensure that what we already have is working well for the residents who depend on it. Deferred maintenance compounds over time and ultimately costs more to address, and neglected facilities send a message to residents that their spaces are not valued.

That said, Wellington is a growing town, and new development that does not include adequate parks and recreation infrastructure from the start creates problems that are far harder and more expensive to solve later. New park development tied to responsible growth planning is not a luxury, it is a necessity.

So in practice, I would advocate for a framework that ensures baseline maintenance standards are met across all existing facilities first, while building the case for new development funding that keeps pace with population growth. I would also push for an equity lens in both conversations - asking not just whether we are maintaining parks, but whether we are maintaining them equally across all neighborhoods, and not just whether we are building new spaces, but whether we are building them where they are most needed.

What ideas do you have for improving accessibility and inclusivity in our parks, trails and open space and recreation programs?

Accessibility and inclusivity have to be approached on two levels simultaneously: the physical environment and the programmatic experience. You can have a ramp into a park and still have programming that excludes people.

On the physical side, I would advocate for a comprehensive audit of our existing parks, trails, and facilities through an accessibility lens - identifying where barriers exist and prioritizing their removal. That means ensuring playground equipment is genuinely usable by children of varying abilities, not just technically compliant. It means ramps instead of stairs, smooth and well-maintained trail surfaces, adequate lighting, and seating along trails for people who need to rest. Small improvements can make an enormous difference to a family that has simply stopped trying because the experience has been too hard.

On the programmatic side, I would love to see Wellington

explore buddy programs that pair volunteers with individuals with disabilities to enable full participation in sports and recreation activities. I would advocate for programming designed with, not just for, underrepresented communities, including seniors, residents with disabilities, and families from diverse cultural backgrounds. And I would push for fee structures and reduced-fee programs that ensure cost is never the barrier that keeps a Wellington resident from participating. As a special education teacher and a parent of children with special needs, this is not abstract for me. I have sat with families who have given up looking for inclusive spaces. I want Wellington to be the town that surprises them.

How do you think the conservation and use of open spaces within the Town of Wellington contributes to the overall quality of life in Town?

Open spaces are quietly one of the most valuable things a town can offer its residents, and I think we often underestimate their impact until they are gone.

At the most fundamental level, open spaces give people room to breathe, physically and mentally. Access to nature, even in small doses, is consistently linked to reduced stress, improved mental health, and stronger physical wellbeing. In a world where screens compete for every idle moment and the pace of life keeps accelerating, a trail, a field, or a patch of open sky is genuinely restorative. That is true for children who need unstructured outdoor play to develop. It is true for adults who need to decompress. And it is true for seniors who need safe, accessible places to stay active and connected.

Beyond individual wellbeing, open spaces shape the character and identity of a community. They are where neighbors become neighbors - where you run into someone from your child's class, where you walk your dog and strike up a conversation, where your family marks the seasons year after year. Those seemingly small moments are the connective tissue of community life, and open spaces make them possible.

For Wellington specifically, thoughtful conservation of open spaces also means preserving what makes this town feel like Wellington: its sense of room, its connection to the Colorado landscape, its identity as a place where the outdoors is part of daily life. As we grow, protecting that is not just an aesthetic choice. It is a quality of life choice for every resident, present and future.

Electronic Signature Agreement

I agree.

Electronic Signature of Applicant

Landon Wheeler

Date

5/23/2026

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Board of Trustees Meeting

Date: June 9, 2026

Subject: Public Hearing for and Consideration of Resolution No. 19-2026: A Resolution Adjusting Appropriations of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2026 and Ending on December 21, 2026.

- **Presentation:** Nic Redavid, Finance Director | Town Treasurer, and Nathan Ewert, Deputy Director of Public Works

EXECUTIVE SUMMARY

Resolution No. 19-2026 is proposed to appropriate unanticipated revenues received subsequent to the adoption of the Budget of Fiscal Year 2026 to ensure completion of capital projects in the Water Fund. The Automated Metering Infrastructure capital project's title has been updated to Advanced Metering Infrastructure to better align with industry-standard terminology and more accurately reflect the system's enhanced capabilities; this change does not impact the project's scope or purpose.

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 June 5, 2026.

BACKGROUND / DISCUSSION

This action is related to Resolution No. 20-2026: A Resolution Considering a Contract for Installation Services for Water Meters and AMI Base Stations, and Resolution No. 21-2026: A Resolution Approving the Purchase of Water Meters and Related Components. Additional details related to the capital projects will be presented in the agenda items for Resolution Nos. 20-2026 and 21-2026.

The Board of Trustees of the Town of Wellington, Colorado, adopted 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. Capital projects in the Water Fund were appropriated a total of \$3,717,500, including a \$990,000 line-item for the Advanced Metering Infrastructure (AMI) capital project.

In April 2026, the Town was awarded a grant of \$440,738.15 for the AMI capital project from the State of Colorado Department of Natural Resources' Colorado Water Conservation Board.

Colorado Revised Statutes (C.R.S.) § 29-1-109 requires that any revenues received by a local government after the adoption of its annual budget that were not anticipated at the time of adoption must be formally appropriated before they can be expended. Specifically, such revenues cannot be spent unless and until the governing body adopts a supplemental appropriation resolution or ordinance authorizing their expenditure.

Per the Department of Local Affairs, C.R.S. § 29-1-109 also provides for line-item transfers within fund appropriations, like those for the Town of Wellington outlined in Ordinance No. 16-2025: An Ordinance Appropriating Sums of Money to Defray Expenses and Liabilities of The Town Of Wellington, Colorado, For the Fiscal Year Beginning the First Day of January 2026 and Ending the Last Day of December 2026, and Resolution No. 50-2025: A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for The Town Of Wellington, Colorado, for the Fiscal Year Beginning the First Day of January 2026



and Ending the Last Day of December 2026. DOLA states, "If the appropriation is by fund, i.e. all line items or departments are aggregated to a total appropriation for each fund, then moneys may be transferred from one line item in the budget to another within the fund without having to do a statutory budgetary amendment." As such, after notification of the AMI grant award, a line-item transfer of \$70,000 was made within capital projects appropriations in the Water Fund from the AMI capital project to the Caustic Injection Automation capital project. The AMI capital project line-item was reduced from \$990,000 to \$920,000, and the Caustic Injection Automation capital project line-item was increased to \$222,055, including additional adjustments approved by the Board by the adoption of Resolution No. 04-2026.

As outlined in the agenda items for Resolution Nos. 20-2026 and 21-2026, the total cost with contingency for the AMI capital project has come in above the estimates used to determine the line-item within the capital projects appropriation in the Water Fund. The project and a contingency of 10% to ensure completion is now \$1,300,000.

CONNECTION WITH ADOPTED MASTER PLANS

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

With the adopted budget, grant award, and line-item transfer reduction, total funds available for the AMI capital project are \$1,360,738. Resolution No. 19-2026 proposes adjusting the appropriation for the AMI capital project to \$1,300,000. The remaining \$60,738 will result in a decrease of fund balance spending in the Water Fund.

Adopted Budget	\$990,000
AMI Grant Award	\$440,738
Line-Item Transfer Within Fund	-\$70,000
Total Available	\$1,360,738
Resolution No. 19-2026 Appropriation Adjustment	\$1,300,000
Reduction in Fund Balance Spending	\$60,738

STAFF RECOMMENDATION

Staff recommends adoption of Resolution No. 19-2026 to make unanticipated revenues available for the expenditure of capital projects in the Water Fund.

MOTION RECOMMENDATION



I move to adopt Resolution No. 19-2026: A Resolution Adjusting Appropriations of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2026 and Ending on December 21, 2026.

ATTACHMENTS

1. Resolution No. 19-2026 Adjusting Appropriations - AMI

TOWN OF WELLINGTON
RESOLUTION NO. 19-2026

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

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, capital projects in the Water Fund were appropriated a total of \$3,717,500 in the Budget of Fiscal Year 2026, including a \$990,000 line-item for the Advanced Metering Infrastructure (AMI) capital project; and

WHEREAS, the Town of Wellington was awarded a grant of \$440,738.15 for the AMI capital project from the State of Colorado Department of Natural Resources' Colorado Water Conservation Board on April 17, 2026; and,

WHEREAS, unanticipated revenues received following the adoption of the budget requires the adoption of a supplemental appropriation to authorize the expenditure of such revenues above the initially appropriated budget amount; and

WHEREAS, a line-item transfer of \$70,000 was made within capital projects in the Water Fund, in alignment with C.R.S. § 29-1-109, from the AMI capital project, after notification of the AMI grant award, to the Caustic Injection Automation capital project to ensure project completion; and

WHEREAS, the total cost with contingency for the AMI capital project has been updated following sealed competitive bidding for installation contractor services and updated estimates for components, which will be presented to the Board of Trustees of the Town of Wellington, Colorado, for consideration of Resolution Nos. 20-2026 and 21-2026; and

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

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

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	Adopted Budget FY2026	Line-Item Transfer Within Fund	Budget Appropriation Adjustment	Adjusted Budget FY2026
204-80-5013	Advanced Meter Infrastructure	\$990,000	-\$70,000	\$380,000	\$1,300,000

Upon a motion duly made, seconded, and carried, the foregoing Resolution was adopted this 9th day of June 2026.

TOWN OF WELLINGTON, COLORADO

By: _____
Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk



Board of Trustees Meeting

Date: June 9, 2026

Subject: Resolution No. 20-2026: A Resolution Authorizing Funds for Contractor Services for Water Meter Installation

- **Presentation: Nathan Ewert, Deputy Public Works Director**

EXECUTIVE SUMMARY

The Town of Wellington has been engaged in a multi-year effort to transition its water utility system to an Advanced Metering Infrastructure (AMI). Approximately 75 percent of the Town’s water meters have already been upgraded to AMI-compatible smart meters through ongoing replacement efforts. The remaining work involves replacement of non-compatible meters, installation of new meter pits where necessary, and completion of system integration through communication infrastructure and software.

This agenda item provides an overview of the entire project scope and requests approval of Resolution No. 20-2026, which authorizes the contract for installation services necessary to complete the AMI system. While the project includes materials procurement, base stations, and software components, those are either separately authorized or within staff authority and are included here for context only.

BACKGROUND / DISCUSSION

In an effort to improve water efficiency and conservation, the Town Collections and Distribution staff have been transitioning water meters to an Advanced Metering Infrastructure (AMI) system. Since 2016 nearly 75% (3,112) of the older mechanical style meters have been swapped with AMI compatible versions. The 2026 Capital Project Titled “Advanced Metering Infrastructure” will complete the transition to AMI compatible meters as well as install the required base stations and software to bring all meters fully online.

History

Since 2016 the Town’s AMI initiative has evolved through several key efforts:

- **2016 – First AMI compatible meters were installed.**

- **2023 – Radio Propagation Study:**

In 2023, the Town, in collaboration with Sensus, conducted a propagation study that identified the need for two base stations with antennas to achieve comprehensive communications coverage across the utility service area and the projected near term growth areas. In 2025 the propagation study was “refreshed” in anticipation of the 2026 Capital Project.

- **2024 – Federal WaterSMART Grant Application:**

The Town pursued federal funding through the Bureau of Reclamation’s WaterSMART program. While the application was not successful, it helped refine project scope, cost estimates, and implementation strategy.

- **2026 – State Grant Award:**

The Town was awarded a Colorado Water Conservation Board (CWCB) matching grant of up to \$440,738.15, significantly offsetting overall project costs and enabling project advancement.

AMI System Overview and Functionality

AMI technology enables near real-time water usage data collection and provides the following benefits:

- Improved operational efficiency (Automatic read vs handheld touch read or radio drive by reads by Town staff)
- Enhanced leak detection and water loss reduction
- Ability to identify abnormal or continuous water usage
- Reduced need for manual meter reading

It is important to note that the software package included with the proposed project scope of work is only for remote read and continuous monitoring capability. It can provide real time notification only to Town staff when there is continuous use, high usage, or for a variety of other programmable alarms. What this software package does NOT provide is a customer facing portal with the ability for customers to log in and see real time usage throughout the billing cycle. A customer facing portal is available for additional cost however, it is not part of this scope.

Project Scope

The Advanced Metering Infrastructure project includes multiple contracts and phases. The first phase of the project consists of the replacement of approximately 967 meters of ¾ inch and 1 inch sizes and installation of roughly 197-meter pits. To complete this phase, Town staff published a request for bids through Bidnet and received 3 bids to provide labor and limited materials for the installation and replacement of meters. Core and Main with a subcontractor of DB Utilities was the lowest responsive bidder at \$415,099.00. Resolution 20-2026 authorizes the installation contract, including meter replacement, pit installation, and system testing.

The next phase of this project includes the procurement by the Town of all the required parts and components that will be installed by the installation contractor. Components such as meters, radios, pits, lids, and fittings are being procured directly by the Town through Core & Main, the sole authorized Sensus distributor in Colorado, to ensure availability and compatibility.

The AMI system also requires base stations, antennae, and software necessary to support full AMI functionality. These items, and specifically the software agreement, are still under review by Attorneys from



the Town and Sensus. It is anticipated that upon completion of Attorney review, Town staff will execute the purchase of these items and software as the total cost falls within the signing authority of staff.

Resolution No. 20-2026

Following a Request for Bids issued on April 21, 2026, Core & Main was selected as the lowest responsive bidder at \$415,099.00. Resolution No. 20-2026 authorizes the installation contract, including meter replacement, pit installation, and system testing. Additional scope of work previously awarded to Core and Main for the installation of the Base Station and Antennas will be added to the Contract Scope as Change Order No.1 after the original contract has been executed. Change Order No.1 is included as an attachment to this agenda item. Total cost for the Installation Contract and Change Order No. for the Base Station and Antenna installation is \$447,949.00.

Resolution No. 21-2026

Town staff have worked with Core and Main to develop an itemized invoice for the Town to purchase the materials to be installed by the installation contractor. These materials include all items shown in the Revised Town Standard Detail 2-7. The Contractor will be responsible for providing incidental service pipe material and pea gravel for meter pit bedding. This invoice for \$596,408.36 will be approved for purchase with Resolution No. 21-2026.

Base Station, Antenna and Software

The base stations, antenna and software are supplied by Sensus through Core and Main. The software service agreement is currently under review and revision by Town Attorney and Sensus Attorney's. Once the review is complete and revisions to the agreement are accepted by both parties Town Staff will administratively approve the purchase contract for \$140,239.00. The Attorney review and revision is standard practice when boiler plate language includes a multiyear contractual obligation which is not allowed per Colorado State Statute.

CONNECTION WITH ADOPTED MASTER PLANS

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

- Total Budget for GL 204-80-5013 (with approval of Resolution 19 – Budget Appropriation for AMI)
 - \$1,300,000.00
- Expenses:
 - AMI Meter and Base Station Installation, Resolution 20-2026: \$447,949.00



- Water Meter Materials Resolution 21-2026: \$596,408.36
- Base Station and Antennae and software: \$140,239.00
- Total: \$1,182,959.85

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 20-2026 authorizing the AMI Meter Installation Contract with Core & Main.

MOTION RECOMMENDATION

I move to adopt Resolution No. 20-2026 – A Resolution by the Town of Wellington, Colorado awarding the Meter Installation and Base Station Installation Contract to Core and Main in the amount of \$447,949.00.

ATTACHMENTS

1. Resolution No. 20-2026 - Meter Installation Contract
2. AMI_Power Point_2026-06-09
3. 2026 Water Meter Replacement Project Manual_Final
4. 00 63 63 Change Order No1

TOWN OF WELLINGTON
RESOLUTION NO. 20-2026

A RESOLUTION OF THE WELLINGTON BOARD OF TRUSTEES AUTHORIZING FUNDS FOR CONTRACTOR SERVICES FOR WATER METER INSTALLATION

WHEREAS, the Town of Wellington is currently engaged in efforts to increase water efficiency and conservation; and

WHEREAS, additional man power is necessary to complete the installation of the advanced metering infrastructure program; and

WHEREAS, the Town of Wellington's staff have conducted an appropriate selection process to identify a qualified contractor, and

WHEREAS, the Town of Wellington's approved 2026 budget includes suitable appropriation for the cost of the contract; and

WHEREAS, grant funding from the State of Colorado Department of Natural Resources' Colorado Water Conservation Board was awarded to the Town of Wellington in the amount of \$440,738.15.

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

The Board of Trustees hereby approves the Contract Agreement with Core & Main.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 9th day of June 2026.

TOWN OF WELLINGTON, COLORADO

By: _____

Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

Automated Metering Infrastructure

Construction Contract & Materials

June 9, 2026

Josh Matthews, Engineer I

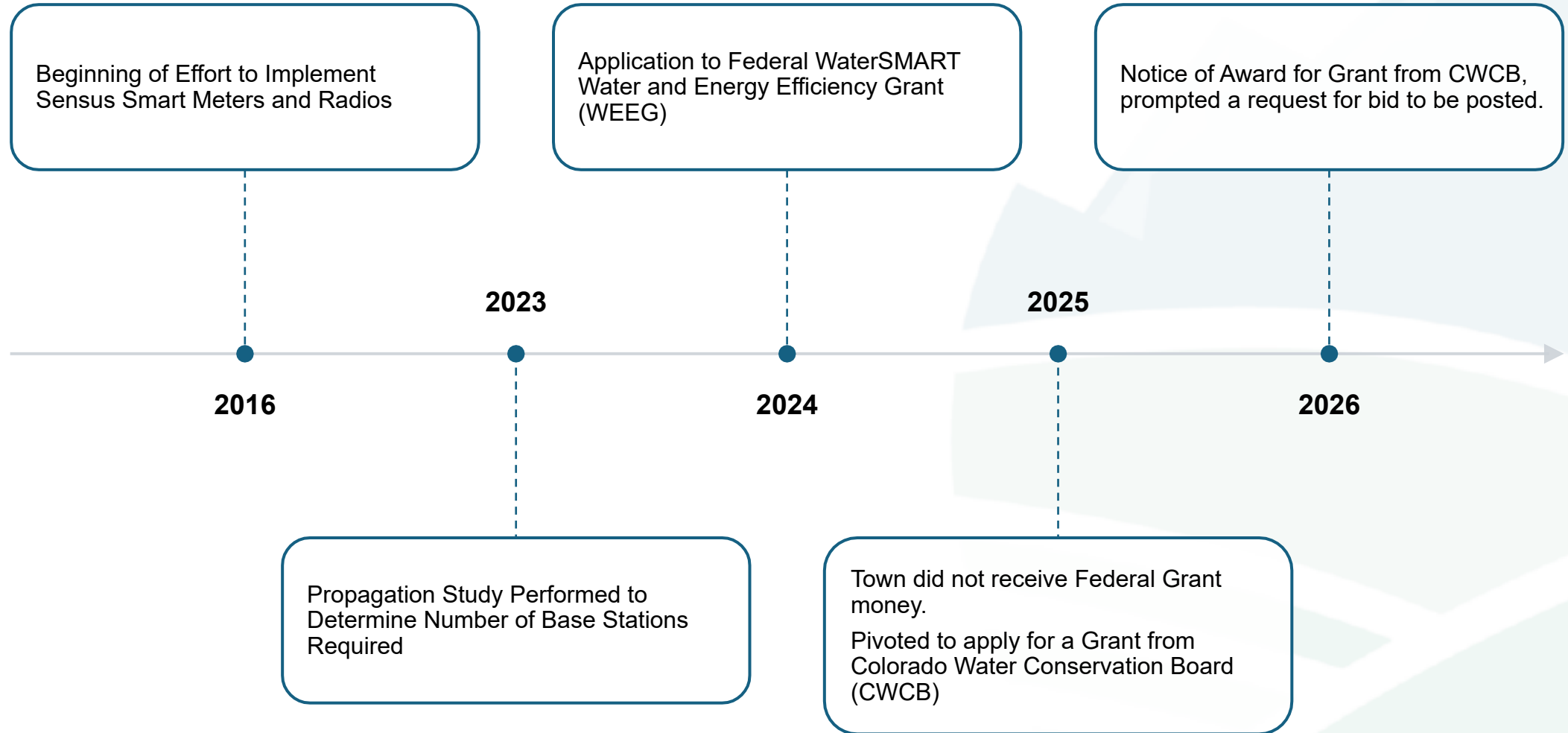
Nathan Ewert, PE – Deputy Director Public Works - Engineering



Presentation

- Timeline
- Project Recap
- Project Status
- Budget and Schedule
- Staff Recommendations
- Questions

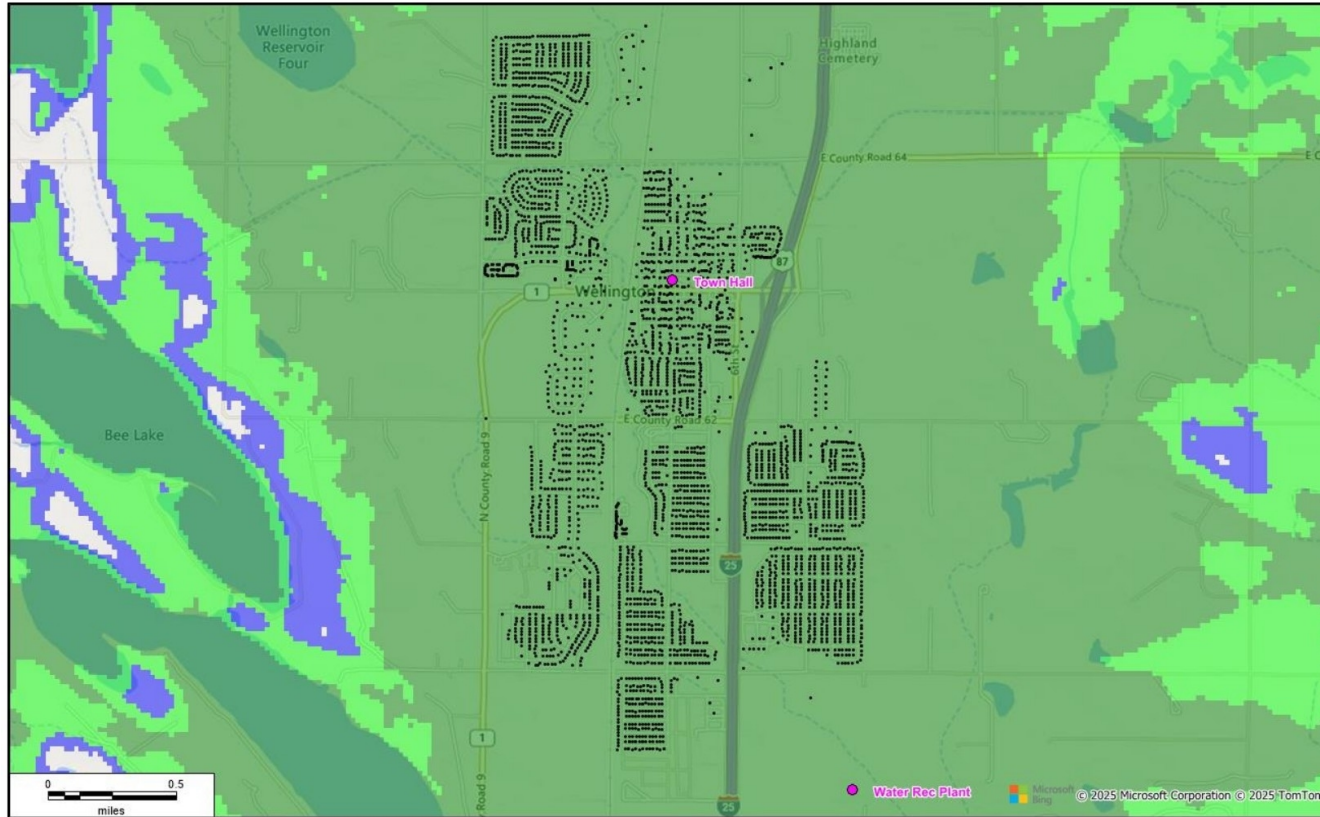
Timeline



Project Recap

- Smart Meter System Improves Towns Water Efficiency and Leak Detection
- Currently 75% of The Town Contains Smart Meter and Radio Devices
- Separate Resolutions are Being Presented for Installation and Materials for Remaining 25% (1,164 Meters)
- Software Service Agreement Under Review. Base Station Install Not Included in Resolutions

Project Status - Propagation Study



FlexNet Design Propagation Analysis

**15472 - WELLINGTON
TOWN OF – AM**
Ellington, FL

RF Engineer: Eric Campbell
Date: 10/7/2025

Proposed Site Details

Total Site Locations: 2
Total Base station Counts: 2
M420B = 2

Design Factors

Flex Net Version: V1
Endpoint Type: Water (ally)
Smart point Location: Pit Set AL

	Count	%
Total Endpoints Covered	3,998	100.00%
ally Coverage	3,998	100.00%
2 Way Coverage	0	0.00%
1 Way Coverage	0	0.000%
Total Endpoints Analyzed	3,998	

LEGEND

- Ally Coverage
- 2 Way Coverage
- 1 Way Coverage
- Site Location
- Endpoint Location

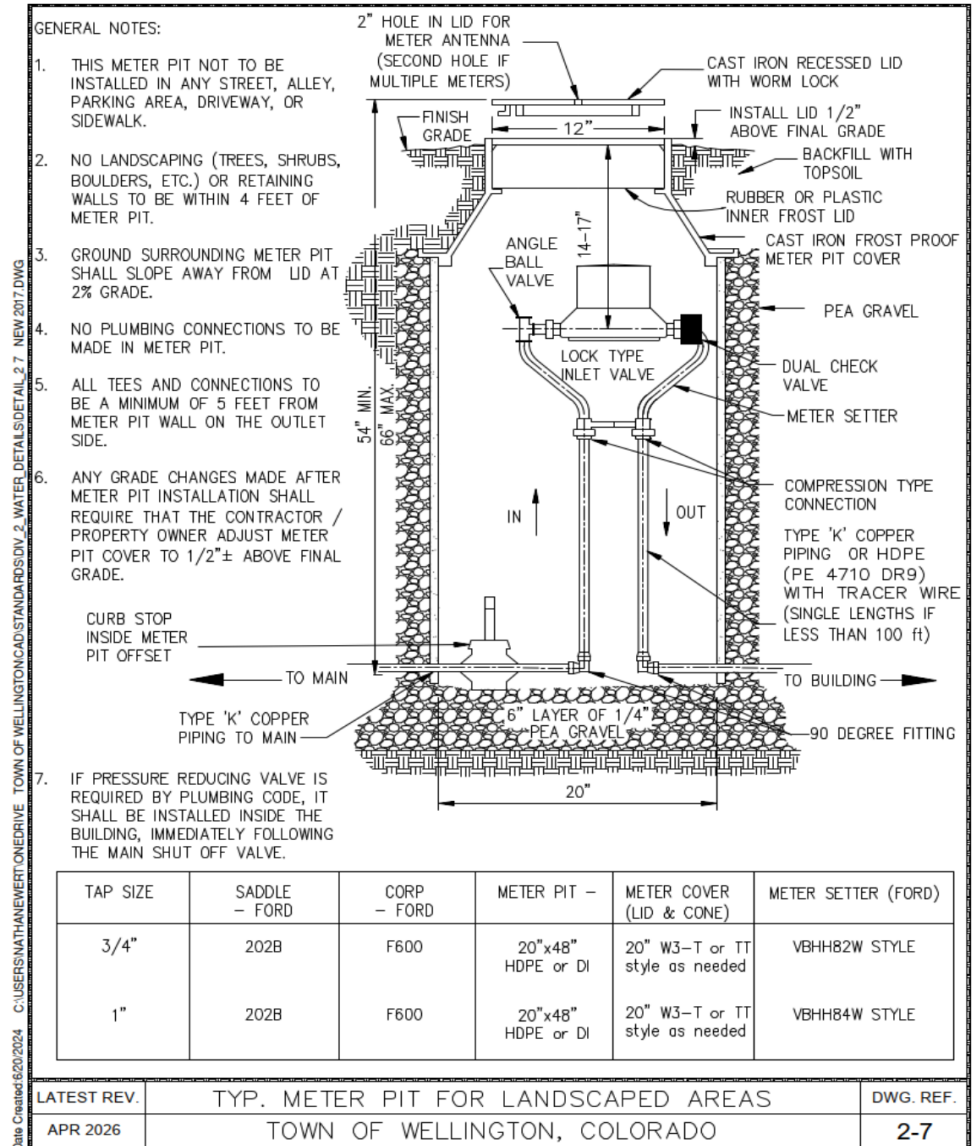


This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

New Outdoor Meter Sets

- Material and Components purchased directly by the Town
- Installation completed by the Contractor.
- All Excavation by Contractor to be done by hand or with Vac Truck/Trailer.

Standard Detail 2-7



Budget Discussion

- REQUESTED BUDGET APPROPRIATIONS

- Adjusted GL # 204-80-5013 - \$1,300,000
- CWCB Grant - \$440,738.15

- CONSTRUCTION COSTS (Resolution 20-2026)

- Core & Main Installation Bid - \$415,099.00
- Base Station Install (Change Order No.1)- \$32,850.00
- TOTAL - \$447,949.00

- MATERIAL COSTS (Resolution 21-2026)

- Meter/ Radio Installation - \$433,130.92
- New Pit Service Material - \$163,277.44
- TOTAL - \$596,408.36

Account	Account Title	Adopted Budget FY2026	Line-Item Transfer Within Fund	Budget Appropriation Adjustment	Adjusted Budget FY2026
204-80-5013	Automated Metering Infrastructure	\$990,000	-\$70,000	\$380,000	\$1,300,000

- REMAINING COSTS

- Base Station and Antenna (Material) - \$87,016.00
- Software One Time Install Cost - \$32,927.00
- Year 1 – Software Service Contract - \$20,296.00
- TOTAL - \$140,239.00

Future Schedule

- Staff executes contract following Board of Trustees' approval of Resolution 20-2026
- Staff initiates PO following Board of Trustees' approval of Resolution 21-2026
- Notice to Proceed issued by the town
- Town staff to negotiate software service agreement with sensus.
 - No multi-year commitment
 - Base station/equipment/software to be ordered after service agreement is signed
- Core & Main/DB Utility timeline:
 - Mobilization - 4 weeks mob time
 - Meter Exchanges - 4 Weeks
 - New Pit Installations - 3 Months
 - Substantial Completion Date - November 1st

Staff Recommendations

- Staff recommends approval of Resolution No. 20-2026 authorizing the AMI Meter Installation contract with Core & Main.
- Staff recommends adoption of Resolution No. 21-2026 authorizing the purchase of water meters, radios, and related components from Core and Main in the amount of \$596,408.36.

Questions?

SECTION 00 01 10
TABLE OF CONTENTS

00 01 10 – Table of Contents

00 21 13 – Instruction to Bidders

00 41 00 – Bid Form

00 43 29 – Statement of Bidder’s Qualifications

00 51 00 – Notice of Award

00 52 00 - Agreement

00 55 00 – Notice to Proceed

00 61 13.13 – Construction Performance Bond

00 61 13.16 – Construction Payment Bond

00 63 36 – Field Order

00 63 49 - Work Change Directive

00 63 63 - Change Order

Technical Specifications

Mobilization

Water Meter Installation

Detail 2-7 – “Typical Meter Pit for Landscaped Areas

Exhibit A – “Scope of Work”

SECTION 00 21 13
INSTRUCTION TO BIDDERS

1.0 DEFINED TERMS

Terms used in these Instructions to Bidders which are defined and have the meanings assigned to them in the Agreement Between the Town of Wellington (hereinafter referred to as "Owner") and Contractor for Construction Contract (Section 00 52 00).

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

The term "Bidder" means one who submits a bid to Owner, as distinct from a sub-bidder, who submits a bid to Bidder.

The terms "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (of basis of Owner's evaluation as hereinafter provided) makes an award.

The term "Bidding Documents" includes the Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2.0 COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents is available from Bidnet Direct at the following site: www.bidnetdirect.com//townofwellington.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 The Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

3.0 QUALIFICATION OF BIDDERS

3.1 To demonstrate qualifications to perform the Work, each Bidder must submit at the time of the Bid opening, a written statement of qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in the jurisdiction where the Project is located. Each bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. The Statement of Qualifications shall be prepared on Section 00 43 29 Statement of Bidder's Qualification.

3.2 In determining the Bidder's qualifications, the following factors may be considered: Work previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the Work, (d) has appropriate technical experience, and (e) can demonstrate that they have satisfactorily performed work of similar type, scope, size, and complexity.

3.3 Each Bidder may be required to show that they have handled former work so that no just claims are pending against such work. No bid will be accepted from a Bidder who is engaged on any other work which would impair his ability to perform or finance this Work.

3.4 No bidder shall be in default on the performance of any other contract with the Town or in the payment of any taxes, licenses or other monies due to the Town.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize themselves with local conditions that may in a manner affect cost, progress or performance of the Work, (c) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Reference is made to the Agreement (Section 00 52 00) for identification of Subsurface and Physical Conditions.

4.3 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.0 INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Bidding Documents shall be submitted electronically via bidnet.

Interpretation or clarifications considered necessary in response to such questions will be issued only by Addenda. Only questions answered by formal written Addenda posted to bidnet will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

5.3 Addenda will be issued electronically via bidnet.

6.0 BID SECURITY OR BOND

No Bid Bond will be required by the Town for this project.

7.0 CONTRACT TIME

The number of days within which, or the date by which the Work is to be substantially complete and also completed and ready for final payment (the Contract Time) are set forth in Section 00 52 00 Agreement.

8.0 LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in Section 00 52 00 Agreement.

The liquidated damages pertain solely to Owner damages and not to damages claimed against the Owner or Contractor by any other third party. Contractor is responsible for third party damages.

9.0 SUBSTITUTE ("OR EQUAL") MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described on the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the "effective date of the Agreement".

10.0 SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1 Each Bidder shall submit at the Bid Opening to Owner a list of all subcontractors and suppliers they propose to use in the Work on the form included in these Bidding Documents.

10.2 If Owner after due investigation has reasonable objection to any proposed Subcontractor or Supplier, either may, before the Notice of Award is given, request the apparent Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent successful Bidder declines to make any substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable subcontractors and suppliers. Subcontractors, supplier, other person or organization listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the effective date of the Agreement as provided in the Supplementary Conditions.

10.3 Contractor shall not be required to employ any subcontractor, supplier or other persons or organizations against whom they have reasonable objection. The use of subcontractors and suppliers listed by the Bidder and accepted by Owner prior to the Notice of Award may be required in the performance of the Work.

11.0 BID FORM

11.1 Bid Forms must be complete in ink or typed.

11.2 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other appropriate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the corporate name.

11.3 Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be

shown below the signature.

11.4 Bids by joint venture shall be signed by each participant in the joint venture or by an authorized agent of each participant. The full name of each person or company interested in the Bid shall be listed on the Bid Form.

11.5 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.6 No alterations in bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed.

11.7 The address and telephone number for communications regarding the Bid shall be shown.

12.0 BID PRICING

Bids must be priced as set forth in the Bid Form. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

13.0 SUBMISSION OF BIDS

13.1 Bids shall be submitted via Bid Net and shall be received until 1:00 P.M. on May 22, 2026 marked with the Project title, name and address of the Bidder and accompanied by Section 00 41 00 – Bid Form, Section 00 43 29 - Statement of Bidder's Qualifications, and a project schedule demonstrating the work can be completed by the dates listed in the Agreement.

13.2 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

13.3 Oral, telephonic, telegraphic, or facsimile Bids are invalid and will not receive consideration.

13.4 No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS

14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in a manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of bids.

14.2 Bids may also be modified or withdrawn at any time prior to the opening of bids in person by the Bidder or an authorized representative provided they can prove his identity and authority.

14.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

14.4 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Owner may allow that Bidder to withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15.0 OPENINGS OF BIDS

All Bids that have been duly received will not be opened publicly and will be reviewed privately by Owner staff for responsiveness prior to evaluation.

16.0 BIDS TO REMAIN OPEN SUBJECT TO ACCEPTANCE

All Bids shall remain open for forty-five (45) days after the day of the Bid Opening, but Owner may, in his sole discretion, release any bid prior to those dates.

17.0 PREAWARD CONFERENCE

17.1 The Owner may require a conference with the apparent low bidder to assure a full and complete understanding of the obligations to the Contractor under a resulting Contract. At the preaward conference the low bidder shall be given the opportunity to demonstrate to the Owner that they have a full and complete understanding of the obligations of the of the contract and shall submit in such form as to reasonably demonstrate the installation procedures to be applied and the integration of the components into the systems conform to the minimum essential requirements of this solicitation. The failure of the apparent low bidder to substantiate conformance to the contract requirements shall be cause for the rejection of the low bid.

Bidders are warned that the preaward conference is a time for Contractor to demonstrate their understanding of the project and their ability to complete the project in the time allowed and for the amount bid. The preaward conference is not a time to negotiate a price.

18.0 AWARD OF CONTRACT

18.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work, to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.

18.2 In evaluating Bids, Owner will consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.3 Owner may consider the qualification and experience of subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations is submitted as

requested by Owner. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

18.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidder's proposed Subcontractors, Suppliers and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

18.5 If the Contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project. The Owner reserves the right to delete Schedules and items of work from the Award of Contract and to consider said deletions in determining the lowest responsive and responsible Bidder.

18.6 If a Contract is awarded, Owner will give the Successful Bidder a Notice of Award within forty-five (45) days after the date of the Bid opening.

19.0 CONTRACT SECURITY

The Agreement (Section 00 52 00) set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it shall be accompanied by the required Bonds and Insurance.

20.0 SIGNING OF AGREEMENT

When Owner gives a Notice of Award (Section 00 51 00) to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement (Section 00 52 00) with all other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

21.0 TAXES

Attention is directed to the requirements of the Agreement (Section 00 52 00) regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or Contractor in connection with the Work shall be paid by Contractor. The Bid Price shall include all such taxes and the costs of all required permits.

22.0 RETAINAGE

Provisions concerning retainage are set forth in Section 00 52 00 Agreement.

23.0 COLLUSIVE OR SHAM BIDS.

Any bid deemed to be a collusive or sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

END OF SECTION

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BID FORM					
TOWN OF WELLINGTON					
2026 WATER METER REPLACEMENT AND AMI PROJECT					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$21,320.00	\$21,320.00
2	3/4" Sensus iPERL® Smart Meter (Exchange)	955	EA	\$67.00	\$63,985.00
3	1" Sensus iPERL® Smart Meter (Exchange)	12	EA	\$67.00	\$804.00
4	3/4" Sensus iPERL® Smart Meter and New Outdoor Meter Pit	196	EA	\$1,670.00	\$328,990.00
5	1" Sensus iPERL® Smart Meter and New Outdoor Meter Pit	1	EA	\$1,670.00	\$1,670.00
				TOTAL:	\$415,099.00

***Includes Mobilization, Project Management, and Bid Bond

BID FORM					
TOWN OF WELLINGTON					
2026 WATER METER REPLACEMENT AND AMI PROJECT					
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5	1" Sensus iPERL® Smart Meter and New Outdoor Meter Pit	1	EA	\$1,670.00	\$1,670.00
				TOTAL:	\$415,099.00

***Includes Mobilization, Project Management, and Bid Bond

- B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ 415,099.00
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	April 29, 2026
2	May 8, 2026
3	May 18, 2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder's Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



The Qualification of Core & Main LP is attached hereto and incorporated by reference as though fully set forth herein. *MR 05-21-26*

BIDDER hereby submits this Bid as set forth above:

Bidder:

Core & Main LP

(typed or printed name of organization)

By:

[Signature]

(individual's signature)

Name: Matthew Roeder

(typed or printed)

Title: Sr. Manager, Territory Sales

(typed or printed)

Date: May 21, 2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Signature]

(individual's signature)

Name:

Kellie R. Knight

(typed or printed)

Title:

Notary Public

(typed or printed)

Date:

May 21, 2024

(typed or printed)

Address for giving notices:

1118 NE Frontage Rd., Fort Collins, CO 80524

Bidder's Contact:

Name: Jonathan Wheeler

(typed or printed)

Title: Outside Sales Representative

(typed or printed)

Phone: (303) 446-3903

Email: Jonathan.Wheeler@coreandmain.com

Address:

1118 NE Frontage Rd., Fort Collins, CO 80524

Bidder's Contractor License No.: (if applicable)



SECTION 00 43 29
STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Name of Bidder: Core & Main LP
2. Permanent main office address: Headquarters: 1830 Craig Part Ct., St. Louis, MO 63146
Local office: 1118 NE Frontage Rd., Fort Collins, CO 80524
3. When organized: November 22, 2004
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name? 21 years, 5 months and 29 days as of May 21, 2026
6. General character/type of work performed by your company:
Core & Main is a leading distributor of water, sewer, storm drain, and fire protection products in the United States.

7. Have you ever failed to complete any work awarded to you? *Not to the best of our knowledge

If so, where and why?

Core & Main LP ("Core & Main") is one of the country's largest distributors of waterworks products operating accross the country in nearly every state , and it enters into a significant number of contracts on a daily basis. Core & Main is involved in litigation from time to time in the ordinary course of business. In management's opinion, none of the proceedings are material in relation to the consolidated operations, cash flows, or financial position of Core & Main LP and the company has adequate reserves to cover its estimated probable loss exposure.

8. Have you ever defaulted on a contract? *Not to the best of our knowledge
- If so, where and why? See answer to #7

Have you ever had any project terminated by the Owner? *Not to the best of our knowledge

If so, where and why? See answer to #7

9. Experience in construction work similar in scope to this project. Include project description, location, and project reference. (List at least 2 projects)

1. The Town of Frederick, Colorado: Contact - Brad Leach, (720) 382-5514, Bleach@fredrickco.gov;

Location - 401 Locust Street, Frederick, CO 80530; Project Description - DB Construction

installed roughly 1300 meters and endpoints (Sensus Technology). Frederick has a total of

4000 services and had done most of the work prior to calling DB for reinforcements.

2. The City of Englewood, Colorado: Contact - Ryan Ratcliff, (303) 961-1511,

RRatcliff@englewoodco.gov; Location - 1000 Englewood Parkway, Englewood, CO 80110;

Project Description - 5,000 residential meters and collector installs (AMI), line freeze,

yoke replacement, dome removal, 2"/3" replumb. Colorado municipality reference directly

relevant to CDPHE and EPA compliance expectations.

10. What percent of total contract price do you anticipate subcontracting work under this contract? 95%

List type of work subcontracted Installation services

11. Are you involved in any lawsuits or are any lawsuits pending at the present time? *Not to the best of our knowledge

If yes, give the details See answer to #7

12. Name of proposed Superintendent for this project. Said person shall be required in the project unless agreed upon otherwise in writing by Owner.

Jonathan Wheeler

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recital comprising this Statement of Bidder's Qualifications. The undersigned further agrees that they will not bring suit in a court of law for any information that is furnished to Owner in good faith by said parties or persons responding to Owner's requests for information concerning Bidder's qualifications.

Dated this 21st day of May, 2026.

Core & Main LP

Name of Bidder

By: [Signature]

Title: Sr. Manager, Territory Sales

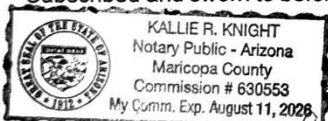
State of Arizona

County of Maricopa

Matthew Koeder being duly sworn deposes and says
that he or she is Sr. Manager, Territory Sales
of Core & Main LP
(Name of organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 21st day of May, 2026



[Signature]
Notary Public

My commission expires August 11, 2026

END OF SECTION

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance:

Owner: Town of Wellington Owner's Project No.:
Engineer: Town of Wellington Project Manager Engineer's Project No.:
Project: 2026 Water Meter Replacement
Contract Name:
Bidder: Core and Main
Bidder's Address: 1118 NE Frontage Rd. Fort Collins, CO 80524

You are notified that Owner has accepted your Bid dated [date] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Meter Replacement & Installation as described in the bid documents for 2026 Water Meter Replacement project.

The Contract Price of the awarded Contract is \$415,099.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner One (1) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Wellington

By (*signature*): _____

Name (*printed*): _____

Title: _____

Copy: Engineer

SECTION 00 52 00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Contract is by and between The Town of Wellington (Owner) and Core and Main (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

- A. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Town of Wellington Advanced Metering Infrastructure Project
 - a. Excavation and installation of meter pits with vacuum truck or by hand; bedding meter pit correctly to be flush with existing ground in the locations coordinated by town staff, and encompassing existing main line tap.
 - b. Meter and radio installations inside meter pits, including connections to curb stop and fittings required for connection up to customer side of meter pit
 - c. Accessing existing meters not compatible with AMI systems, swapping with meter compatible with AMI systems and connection to radio transmitter.
 - d. Testing and commissioning after install.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located within the Town of Wellington.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to

the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
 - 1. This Agreement (Section 00 52 00).
 - 2. Performance bond (Section 00 61 13.13).
 - 3. Payment bond (Section 00 61 13.16).
 - 4. Specifications as listed in the Specifications Table of Contents (Section 00 01 10).
 - 5. Typical Meter Pit for Landscaped Areas, Drawing 2-7
 - 6. Exhibits to this Contract (enumerated as follows):
 - a. Exhibit A – “Scope of Work”
 - 7. Addenda.
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Section 00 55 00 - Notice to Proceed (EJCDC® C-550).
 - b. Section 00 63 36 - Field Orders (EJCDC® C-942).
 - c. Section 00 63 49 - Work Change Directives (EJCDC® C-940).
 - d. Section 00 63 63 - Change Orders (EJCDC® C-941).

ARTICLE 3—ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is the Town of Wellington Project Manager.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

- A. The Work will be substantially complete on or before November 1st 2026 and completed and ready for final payment on or before December 1st 2026.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$1,000.00 for each day that expires after the Contract Time for substantial completion.
- B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.

4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization	1	EA	\$21,320	\$21,320.00
2	3/4" Sensus iPERL® Smart Meter (Exchange)	955	EA	\$67.00	\$63,985.00
3	1" Sensus iPERL® Smart Meter (Exchange)	12	EA	\$67.00	\$804.00
4	3/4" Sensus iPERL® Smart Meter and New Outdoor Meter Pit	196	EA	\$1,670.00	\$328,990.00
5	1" Sensus iPERL® Smart Meter and New Outdoor Meter Pit	1	EA	\$1,670.00	\$1,670.00
Total of all extended prices for Estimated Quantities of Work					\$415,099.00

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation, and related coverages:
 - 1) State: Statutory
 - 2) Federal, if applicable (e.g., Longshoreman's): Statutory
 - 3) Jones Act coverage, if applicable:
 - a) Bodily injury by accident, each accident \$N/A
 - b) Bodily injury by disease, aggregate \$N/A
 - 4) Employer's Liability:
 - a) Bodily injury, each accident \$Statutory
 - b) Bodily injury by disease, each employee \$Statutory
 - c) Bodily injury/disease aggregate \$Statutory
 - 5) Foreign voluntary worker compensation Statutory
- b. Contractor's Commercial General Liability:
 - 1) General Aggregate \$2,000,000
 - 2) Products - Completed Operations Aggregate \$2,000,000
 - 3) Personal and Advertising Injury \$1,000,000
 - 4) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- c. Automobile Liability:
 - 1) Bodily Injury:
 - a) Each person \$1,000,000
 - b) Each accident \$1,000,000
 - 2) Property Damage:
 - a) Each accident \$600,000
 - [or]
 - b) Combined Single Limit of \$1,000,000
- d. Excess or Umbrella Liability:
 - 1) Per Occurrence \$1,000,000
 - 2) General Aggregate \$1,000,000
- e. Contractor's Pollution Liability:
 - 1) Each Occurrence \$N/A
 - 2) General Aggregate \$N/A



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

f. Contractor's Professional Liability: If Contractor and or subcontractor shall be performing licensed professional services, Contractor and or subcontractor shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

1) Each Claim	\$1,000,000
2) Annual Aggregate	\$1,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours Monday through Friday (7:00 AM to 5:30 PM). Contractor will not perform Work on a Saturday, Sunday or Town Holiday. Contractor may perform Work outside regular working hours on Saturday only with Owners written consent, which will not be unreasonably withheld.

7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. The Contractor shall provide and assume full responsibility for materials required for completion of the Work as defined in Exhibit A.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria,

installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.

- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of

the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER’S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Engineer’s Status*

- A. Engineer will be Owner’s representative during construction.
- B. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws

and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
1. Review the condition in question;
 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.

- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all pending claims; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-

off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

The Effective Date of the Contract is the date the last signature is affixed to the signature sheet.

Owner:

The Town of Wellington

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Agreement.)

Contractor:

Core and Main

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

SECTION 00 55 00

NOTICE TO PROCEED

Owner: Town of Wellington Owner's Project No.: _____

Engineer: _____ Engineer's Project No.: _____

Contractor: _____ Contractor's Project No.: _____

Project: _____

Contract Name: 2026 Water Meter Replacement

Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: Town of Wellington

By (signature): _____

Name (printed): _____

Title: _____

Date Issued: _____

Section 00 61 13.13

PERFORMANCE BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor’s principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety’s principal place of business]</p>
<p>Owner</p> <p>Name: Town of Wellington, Colorado</p> <p>Mailing address <i>(principal place of business)</i>: 8225 Third Street, Wellington, Colorado, 80549</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Town of Wellington 2026 Water Meter Replacement</p> <p>Contract Price: [Amount from Contract]</p> <p>Effective Date of Contract: [Date from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

1. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
2. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 2.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 2.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 2.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
3. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 5. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 6.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 6.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 10. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 11. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

13. Definitions

- 13.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 13.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 13.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 13.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 13.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
14. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
15. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

Section 00 61 13.16

PAYMENT BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: Town of Wellington, Colorado</p> <p>Mailing address <i>(principal place of business)</i>: 8225 Third Street, Wellington, Colorado, 80549</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Town of Wellington, 2026 Water Meter Replacement</p> <p>Contract Price: [Amount, from Contract]</p> <p>Effective Date of Contract: [Date, from Contract]</p>

<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

<p>Contractor as Principal</p> <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p> <hr/> <p>By: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>	<p>Surety</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p> <hr/> <p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>
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Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

SECTION 00 63 36

FIELD ORDER NO.: [Number of Field Order]

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Date Issued: _____ Effective Date of Field Order: _____

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s): _____

Drawing(s) / Details (s): _____

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

SECTION 00 63 49

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Date Issued:	Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By: _____

Title: _____

Date: _____

SECTION 00 63 63
CHANGE ORDER NO.: [Number of Change Order]

Owner: _____ Owner's Project No.: _____
 Engineer: _____ Engineer's Project No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Project: _____
 Contract Name: _____
 Date Issued: _____ Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

MOBILIZATION

PART 1 GENERAL

1.01 SUMMARY

- A. This item shall govern the mobilization of personnel, equipment, and supplies at the project site in preparation for beginning work on other contract items that will be performed by the Contractor. Mobilization shall include, but is not limited to, the movement of equipment, personnel, material, supplies, etc. to the project site, application fees, permit fees for all necessary permits and the establishment of the Contractor's office and other facilities prior to beginning the work. The cost of required insurance and bonds shall be included in this item.

1.02 SUBMITTALS

- A. N/A

PART 2 PRODUCTS

2.01 MATERIALS

- A. N/A

PART 3 EXECUTION

3.01 N/A

PART 4 METHOD OF MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. Measurement of the Item No.1 Mobilization, as specified herein, will be by the "Lump Sum," (LS) as the work progresses.

PART 5 BASIS OF PAYMENT

5.01 BASIS OF PAYMENT

- A. Partial payments for mobilization will be made once each month as the work progresses. These partial payments will be made as follows:
- B. When 5 percent of the original contract amount is earned, 25 percent of the amount bid for mobilization,
- C. When 10 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization,
- D. When 25 percent of the original contract amount is earned, 60 percent of the amount bid for mobilization,
- E. When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization,

The total sum of all payments shall not exceed the original contract amount bid for the item, regardless of the fact that the Contractor may have, for any reason, shut down the work on the project or moved equipment away from the project and then back again.

For the purpose of this Section the term “original contract amount” as used above shall mean the amount bid for the construction items in the Contract not including the amount bid for mobilization. Payments for materials on hand, as will not be included as a percent of original contract amount earned until said materials on hand have been incorporated into the work and accepted and paid for as contract items.

Nothing shall be construed to limit or preclude partial payments for other items as provided for by the Contract.

METER AND METER PIT INSTALLATION

PART 1 GENERAL

1.01 SUMMARY

- A. This section consists of construction of water services, water service piping, corporation stops, curb stops, and other appurtenances normally used for water supply, including furnishing and installing water meter, water valves, and fittings, testing, cleaning and other related work.

1.02 SUBMITTALS

- A. Contractor shall submit manufacturer's product data, instructions, recommendations, shop drawings, and certifications. All submittals shall be in accordance with Engineer's requirements and submittals shall be approved prior to delivery.

PART 2 PRODUCTS

2.01 MATERIALS

- A. WATER SERVICE PIPE (CONTRACTOR PROVIDED)
 - a. Reference Detail 2-5 and 2-7 from Town Standard Design Criteria and Standard Construction Requirements.
- B. METER SETTERS (TOWN PROVIDED)
 - a. Ford VBHH82W Style setter for ¾" service lines
 - b. Ford VBHH84W Style setter for 1" service lines
- C. METER PITS (TOWN PROVIDED)
 - a. Ford #W3-T or TT cover and lid.

PART 3 EXECUTION

3.01 METER EXCHANGE

- A. The Contractor shall exchange the existing meter for a Town provided Sensus iPERL® Smart Meter and connect to the existing service line from the main to the customers property.
- B. No additional fittings inside the meter pit are anticipated.

3.02 METER AND METER PIT INSTALLATION

- A. The Contractor shall excavate and install a Town provided meter pit and cone at the location of the customers curb stop.
- B. Care shall be taken to not damage the curb stop, existing service line or any other utilities that may be in the area.

- C. The Contractor shall install the meter pit, lid and cover, iPERL® meter and other incidental items as shown on Town of Wellington Standard Detail 2-7.
- D. The landscaping around the new meter pit shall be restored to match pre-installation conditions.

PART 4 METHOD OF MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. 3/4" Sensus iPERL® Smart Meter (Exchange)
 - 1. Measurement of 3/4" Sensus iPERL® Smart Meter (Exchange) shall be made by numerical count of each.
- B. 1" Sensus iPERL® Smart Meter (Exchange)
 - 1. Measurement of 1" Sensus iPERL® Smart Meter (Exchange) shall be made by numerical count of each.
- C. 3/4" Sensus iPERL® Smart Meter and New Outdoor Meter Pit
 - 1. Measurement 3/4" Sensus iPERL® Smart Meter and New Outdoor Meter Pit shall be made by numerical count of each.
- D. 1" Sensus iPERL® Smart Meter and New Outdoor Meter Pit
 - 1. Measurement of 1" Sensus iPERL® Smart Meter and New Outdoor Meter Pit shall be made by numerical count of each.

PART 5 BASIS OF PAYMENT

5.01 BASIS OF PAYMENT

- A. 3/4" Sensus iPERL® Smart Meter (Exchange)
 - 1. Payment for 3/4" Sensus iPERL® Smart Meter (Exchange) will be made at the contract unit price for each, which price shall include installing the Town provided meter and fittings, and installing any incidental fittings not provided by the Town as required to remove the existing meter and replace with the Town provided meter; all excavation, backfill, bedding, cleanup, and landscape restoration and all other work necessary or incidental for completion of the item. Payment for these items shall be full compensation for providing all incidental materials tools, labor and equipment necessary to complete the item and all incidental work related thereto, whether specifically mentioned herein or not.
- B. 1" Sensus iPERL® Smart Meter (Exchange)
 - 1. Payment for 1" Sensus iPERL® Smart Meter (Exchange) will be made at the contract unit price for each, which price shall include installing the Town provided meter and fittings, and installing any incidental fittings not provided by the Town as required to remove the existing meter and replace with the Town provided meter; all excavation, backfill, bedding, cleanup, and landscape restoration and all other work necessary or incidental for completion of the item. Payment for these items shall be full compensation for providing all incidental materials tools, labor and equipment necessary to complete the item and all incidental work related thereto, whether specifically mentioned herein or not.

C. 3/4" Sensus iPERL® Smart Meter and New Outdoor Meter Pit

1. Payment for 3/4" Sensus iPERL® Smart Meter and New Outdoor Meter Pit will be made at the contract unit price for each, which price shall include installing the Town provided meter and meter pit and lid, and fittings; all excavation, backfill, bedding, cleanup, and landscape restoration and all other work necessary or incidental for completion of the item. Payment for these items shall be full compensation for providing all materials (excluding the meter, meter pit and fittings), tools, labor and equipment necessary to complete the item and all incidental work related thereto, whether specifically mentioned herein or not.

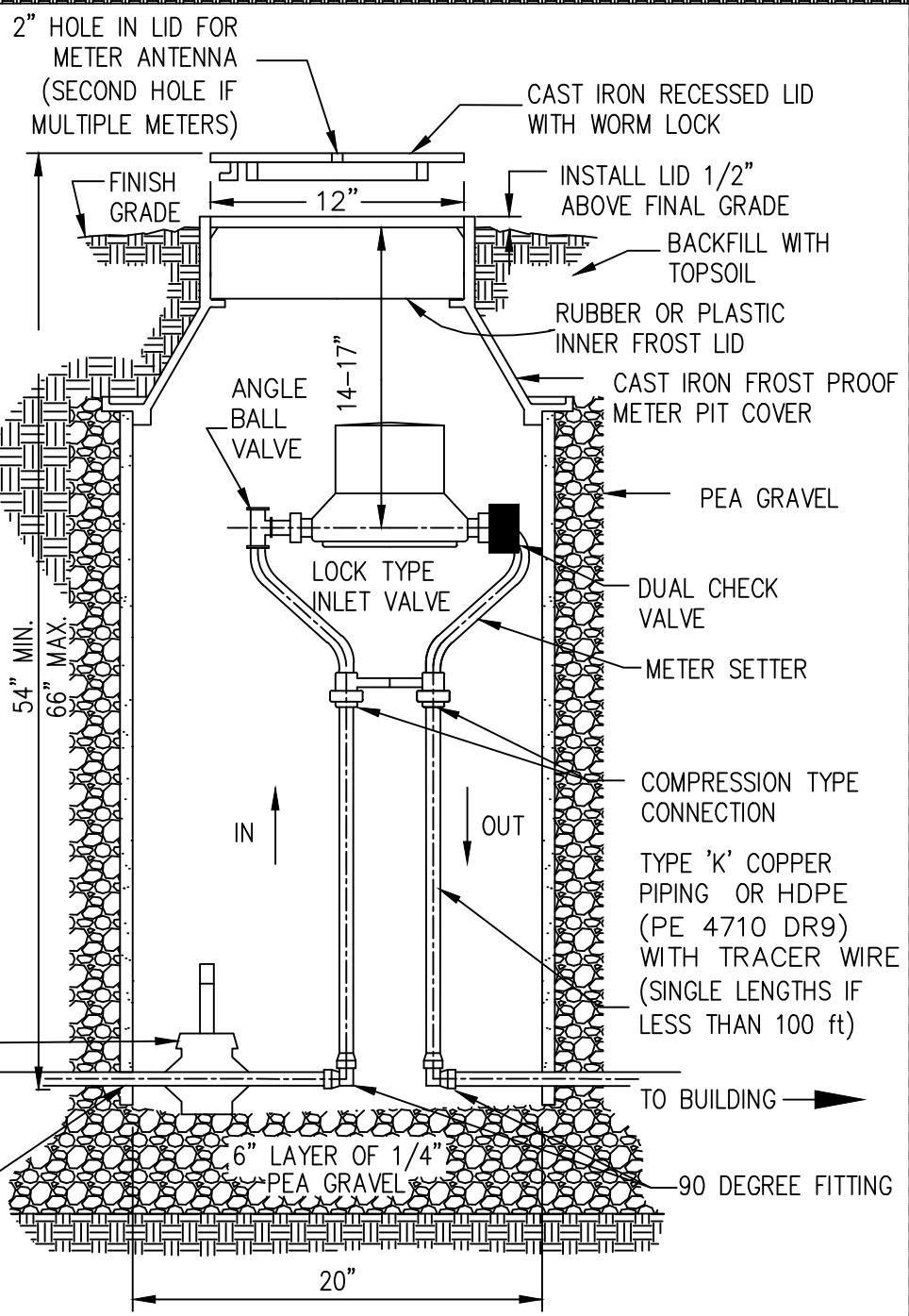
D. 1" Sensus iPERL® Smart Meter and New Outdoor Meter Pit

1. Payment for 1" Sensus iPERL® Smart Meter and New Outdoor Meter Pit will be made at the contract unit price for each, which price shall include installing the Town provided meter and meter pit and lid, and fittings; all excavation, backfill, bedding, cleanup, and landscape restoration and all other work necessary or incidental for completion of the item. Payment for these items shall be full compensation for providing all materials (excluding the meter, meter pit and fittings), tools, labor and equipment necessary to complete the item and all incidental work related thereto, whether specifically mentioned herein or not.

Plot Date: 4/20/2026 8:16 AM Plotted By: Nathan Ewert
 Date Created: 6/20/2024 C:\USERS\NATHAN.EWERT\ONEEDRIVE - TOWN OF WELLINGTON\CAD\STANDARDS\DIV 2_WATER_DETAILS\DETAIL_2-7 - NEW 2017.DWG

GENERAL NOTES:

1. THIS METER PIT NOT TO BE INSTALLED IN ANY STREET, ALLEY, PARKING AREA, DRIVEWAY, OR SIDEWALK.
2. NO LANDSCAPING (TREES, SHRUBS, BOULDERS, ETC.) OR RETAINING WALLS TO BE WITHIN 4 FEET OF METER PIT.
3. GROUND SURROUNDING METER PIT SHALL SLOPE AWAY FROM LID AT 2% GRADE.
4. NO PLUMBING CONNECTIONS TO BE MADE IN METER PIT.
5. ALL TEES AND CONNECTIONS TO BE A MINIMUM OF 5 FEET FROM METER PIT WALL ON THE OUTLET SIDE.
6. ANY GRADE CHANGES MADE AFTER METER PIT INSTALLATION SHALL REQUIRE THAT THE CONTRACTOR / PROPERTY OWNER ADJUST METER PIT COVER TO 1/2"± ABOVE FINAL GRADE.
7. IF PRESSURE REDUCING VALVE IS REQUIRED BY PLUMBING CODE, IT SHALL BE INSTALLED INSIDE THE BUILDING, IMMEDIATELY FOLLOWING THE MAIN SHUT OFF VALVE.



TAP SIZE	SADDLE - FORD	CORP - FORD	METER PIT -	METER COVER (LID & CONE)	METER SETTER (FORD)
3/4"	202B	F600	20"x48" HDPE or DI	20" W3-T or TT style as needed	VBHH82W STYLE
1"	202B	F600	20"x48" HDPE or DI	20" W3-T or TT style as needed	VBHH84W STYLE

LATEST REV.	TYP. METER PIT FOR LANDSCAPED AREAS	DWG. REF.
APR 2026	TOWN OF WELLINGTON, COLORADO	2-7

EXHIBIT A

1. Purpose and Scope

The Town of Wellington is soliciting bids from qualified contractors to install new water meters and meter pits as part of the Town's Advanced Metering Infrastructure (AMI) Project.

The purpose of this Request for Bids (RFB) is to procure a qualified contractor to complete the installation of water meters and associated infrastructure in a timely, cost-effective, and professional manner.

2. Project Overview

The Town of Wellington is implementing an Advanced Metering Infrastructure (AMI) system to improve water efficiency, enhance customer transparency, and enable real-time leak detection. Serving approximately 12,000 residents through 4,334 connections, the Town has retrofitted 3,315 meters with smart technology. However, without the necessary communication network and analytics software, these meters currently function like traditional mechanical meters. Completing the exchange of the remaining existing outdoor meters as well as installation of the remaining outdoor meter pits and meters is necessary to fully utilize AMI.

The selected contractor shall install the following Town provided items:

- 1,163 water meters, consisting of:
 - 955 x 3/4" Sensus iPERL® Smart Meter (Exchange)
 - 12 x 1" Sensus iPERL® Smart Meter (Exchange)
 - 196 x 3/4" Sensus iPERL® Smart Meter and New Outdoor Meter Pit

Town Provided incidental materials needed for installation:

- Radios (See Detail 2-7)
- Meter Setters (VBHH82W & VBHH84W Styles, See Detail 2-7)
- 90 Degree angle fittings (See Detail 2-7)
- 20" x 48" HDPE Meter pits (See Detail 2-7)
- Cast iron lid and cover (20" W3-T or TT as needed) (See Detail 2-7)

The selected contractor shall furnish and install the following items:

- 1/4" diameter pea gravel to bed new outside meter pits.
- Required Type K copper piping for installation of outside meter pits per Town Detail 2-7. (Piping shall match existing material and per specification)

- Required HDPE (PE 4710 DR9) piping for installation of outside meter pits per Town Detail 2-7. (Piping shall match existing material and per specification)

All installation work shall include any necessary fittings, connections, testing, and commissioning required to place the meters into full service.

3. Contractor Scope of Work

The contractor shall provide full turnkey services, including but not limited to:

- Meter exchange and installation.
 - Exchange of 955 - ¾" and 12 - 1" with Sensus iPERL® outdoor pit-set water meters. Includes customer contact at time of the installation. Town to provide meters, no additional fittings or parts are anticipated to be needed.
 - Installation of 196 new outdoor meter pits and pit-set meters to replace existing interior water meters. Includes attempted customer contact at the time of installation.
 - All digging must be completed by hydro vac or the use of hand tools. The Contractor shall be responsible for any damage to existing utilities encountered.
 - Town staff will be responsible for locating curb stops if not easily located by the contractor.
 - The Town can provide bulk water as well as a disposal site for excavated materials.
 - Contractor will be responsible for providing pea gravel for bedding meter pits per Town details. Town will provide a location for gravel storage.
 - Town will provide topsoil for backfill around meter pits.
 - Following installation of new meter pit the location shall be restored to pre-installation conditions to the satisfaction of the Town's project manager.
 - See Town Detail 2-7
 - Removal of inside-set meters will be handled post project by Town staff.
 - Town staff will be responsible for 1.5" and larger meters, as a result there is no vault entry/confined space entry required of the contractor.
 - If in-operable curb stops are encountered, Town staff should be notified and will handle replacement of the curb stop so the meter replacement can be completed by the contractor.

- Project Management System
 - The Contractor shall provide a Work order Management System with the following capabilities:
 - Portal for tracking installation status
 - Real-Time access for all stakeholders, including installation progress and meter installation data, including meter identification and communication verification.
- Customer Notification and Outreach
 - Unit prices should include costs related to door hangers, and other methods of notification.
 - For all ¾” and 1” Sensus iPERL® new outdoor meter pit installations the contractor shall:
 - Provide door hangers a minimum of 24 hours in advance of starting work.
 - Attempt in person door “knock” prior to starting work.
- Material Storage
 - The Town will provide secure material storage locations at Town-owned facilities located at 4021 Grant Ave, Wellington CO.
 - Gravel storage space is available across this street from 4021 Grant Ave, Wellington, CO. See attached map.
- Temporary Project Trailer office:
 - If a temporary office trailer is desired for Contractor personnel, the Town can provide space at Thimmig Property located across the Street from 4021 Grant Ave. See attached map. There is electricity available at this location for electrical hook-ups.
 - Contractor will be responsible for trailer setup, electrical connections, and handling all permit requirements through the Town building department and Safebuilt.
- Other Contractor requirements:
 - Vehicles shall be labeled with appropriate signage
 - Contractor personnel shall have uniforms, badges, or other identification.
 - Working Hours: Monday – Friday 7:00am – 5:30pm, Saturday 7:00 am – Noon (with prior written approval from the project manager and Town Engineer). No work allowed on Sundays or Town Holidays.

SECTION 00 63 63
CHANGE ORDER NO.: 01

Owner:	Town of Wellington	Owner's Project No.:	N/A
Engineer:	N/A	Engineer's Project No.:	N/A
Contractor:	Core and Main	Contractor's Project No.:	
Project:	Water Meter Replacement		
Contract Name:	Water Meter Replacement		
Date Issued:	TBD	Effective Date of Change Order:	TBD

The Contract is modified as follows upon execution of this Change Order:

Description:

The Water Meter Replacement Contract scope of work is changed to include the installation of the Base Stations as quoted by the Attached Core and Main Price quote.

Attachments:

Core and Main Price Quote, Scope of Work

Change in Contract Times

Change in Contract Price

Original Contract Price: \$ 415,099.00	Original Contract Times:
	Substantial Completion: Nov. 1, 2026
	Ready for final payment: Dec. 1, 2026
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ \$415,099.00	Contract Times prior to this Change Order: Substantial Completion: November 1, 2026 Ready for final payment: December 1, 2026
Increase of this Change Order: \$ 32,850.00	No Change this Change Order: Substantial Completion: November 1, 2026 Ready for final payment: December 1, 2026
Contract Price incorporating this Change Order: \$ 447,949.00	Contract Times with all approved Change Orders: Substantial Completion: November 1, 2026 Ready for final payment: December 1, 2026



Bid Proposal for WELLINGTON AMI- BASE STATION INSTALLATION

CUSTOMER	TOWN OF WELLINGTON, CO 3735 CLEVELAND AVENUE WELLINGTON, CO 80549	Job WELLINGTON AMI- BASE STATION INSTALLATION WELLINGTON, CO Bid Date: 05/21/2026 Bid #: 4957229
	CONTACT	Sales Representative Jonathan Wheeler (M) 406-370-7652 (T) 406-370-7652 Jonathan.Wheeler@coreandmain.com
NOTES		



Bid Proposal for WELLINGTON AMI- BASE STATION INSTALLATION

TOWN OF WELLINGTON, CO
Job Location: WELLINGTON, CO
Bid Date: 05/21/2026
Core & Main Bid #: 4957229

Core & Main
 1118 NE Frontage Rd.
 Fort Collins, CO 80524
Phone: 9702376950
Fax: 9702821080

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
10			BASE STATION INSTALLATION			
20	1	NS	WATER REC PLANT INSTALLATION INCLUDES ANTENNA, CABLES, CONNECTORS, MOUNTING HARDWARE, LABOR, ELECTRICAL WORK, TESTING & DELIVERABLE REPORT	EA	17,000.00	17,000.00
80	1	NS	TOWN HALL INSTALLATION INCLUDES ANTENNA, CABLES, CONNECTORS, MOUNTING HARDWARE, LABOR, ELECTRICAL WORK, TESTING & DELIVERABLE REPORT	EA	15,850.00	15,850.00
BASE STATION INSTALLATION (Avg. Based On 2EA)						32,850.00
Average price per					EA	16,425.00
Sub Total						32,850.00
Tax						0.00
Total						32,850.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

BASE STATION INSTALLATION

SCOPE OF WORK

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, and incidentals necessary to complete the installation and commissioning of AMI radio communication equipment at the Town's facilities associated with the Advanced Meter Infrastructure (AMI) system.

The work shall include, but is not limited to, the following:

1. Installation of a base station and antenna at the Water Reclamation Facility.
2. Installation of a base station and antenna at the Municipal Services Building (referred to as "Town Hall" within the Contractor's Price Quote).
3. Furnishing and installation of all associated components required for a complete and operational system, including:
 - o Communication cables
 - o Connectors
 - o Mounting hardware
 - o Antenna supports and attachments
 - o Electrical components and connections
 - o Grounding and related appurtenances
4. Performance of all electrical work necessary for installation, power connection, and operation of the equipment.
5. Testing and commissioning of the installed equipment to verify proper operation, communication functionality, and integration with the AMI system.
6. Preparation and submission of a final deliverable report documenting:

All work shall be completed in accordance with the contract documents, manufacturer recommendations, applicable codes and standards, and the accepted Contractor Price Quote associated with this Change Order.

SECTION 00 63 63
CHANGE ORDER NO.: 01

Owner:	Town of Wellington	Owner's Project No.:	N/A
Engineer:	N/A	Engineer's Project No.:	N/A
Contractor:	Core and Main	Contractor's Project No.:	
Project:	Water Meter Replacement		
Contract Name:	Water Meter Replacement		
Date Issued:	TBD	Effective Date of Change Order:	TBD

The Contract is modified as follows upon execution of this Change Order:

Description:

The Water Meter Replacement Contract scope of work is changed to include the installation of the Base Stations as quoted by the Attached Core and Main Price quote.

Attachments:

Core and Main Price Quote, Scope of Work

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 415,099.00	Original Contract Times: Substantial Completion: Nov. 1, 2026 Ready for final payment: Dec. 1, 2026
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: N/A Ready for final payment: N/A
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Contract Price incorporating this Change Order: \$ 447,949.00	Contract Times with all approved Change Orders: Substantial Completion: November 1, 2026 Ready for final payment: December 1, 2026



Board of Trustees Meeting

Date: June 9, 2026

Subject: Resolution No. 21-2026: A Resolution Authorizing Funds for Water Replacement Materials

- **Presentation:** Nathan Ewert, Deputy Public Works Director

EXECUTIVE SUMMARY

The Town of Wellington has been engaged in a multi-year effort to transition its water utility system to an Advanced Metering Infrastructure (AMI). Approximately 75 percent of the Town's water meters have already been upgraded to AMI-compatible smart meters through ongoing replacement efforts. The remaining work involves replacement of non-compatible meters, installation of new meter pits where necessary, and completion of system integration through communication infrastructure and software.

This agenda item provides an overview of the entire project scope and requests approval of Resolution No. 21-2026, which authorizes the purchase of replacement meters, radios and other required materials necessary to complete the installation and upgrade of remaining non AMI meters. While the project includes a separate installation contract, base stations, and software components, those are either separately authorized or within staff authority.

BACKGROUND / DISCUSSION

See Resolution No. 20-2026 for complete project background and discussion.

Resolution 21-2026

Town staff have worked with Core and Main to develop an itemized invoice for the Town to purchase the materials to be installed by the installation contractor. These materials include all items shown in the Revised Town Standard Detail 2-7. The Contractor will be responsible for providing incidental service pipe material and pea gravel for meter pit bedding. This invoice for \$596,408.36 will be approved for purchase with Resolution No. 21-2026.

CONNECTION WITH ADOPTED MASTER PLANS

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

- Total Budget for GL 204-80-5013 (with approval of Resolution 19 – Budget Appropriation for AMI)



- \$1,300,000.00

- Expenses:

- AMI Meter and Base Station Installation, Resolution 20-2026: \$447,949.00
- Water Meter Materials Resolution 21-2026: \$596,408.36
- Base Station and Antennae and software: \$140,239.00
- Total: \$1,182,959.85

STAFF RECOMMENDATION

Staff recommends adoption of Resolution No. 21-2026 authorizing the purchase of water meters, radios, and related components from Core and Main in the amount of \$596,408.36.

MOTION RECOMMENDATION

I move to adopt Resolution No. 21-2026 – A Resolution by the Town of Wellington, Colorado Authorizing the purchase of water meters, pits and other related components as itemized in the Core and Main Purchase Order for the amount of \$596,408.36.

ATTACHMENTS

1. Resolution No. 21-2026 - AMI Materials
2. Sole Sorce for Colorado letter

TOWN OF WELLINGTON
RESOLUTION NO. 21-2026

A RESOLUTION OF THE WELLINGTON BOARD OF TRUSTEES AUTHORIZING FUNDS FOR WATER METER REPLACEMENT MATERIALS

WHEREAS, the Town of Wellington is currently engaged in efforts to increase water efficiency and conservation; and

WHEREAS, additional meters, radios and base stations are necessary to complete the installation of the advanced metering infrastructure program; and

WHEREAS, the Town of Wellington's approved 2026 budget includes suitable appropriation for the cost of materials; and

WHEREAS, grant funding from the State of Colorado Department of Natural Resources' Colorado Water Conservation Board was awarded to the Town of Wellington in the amount of \$440,738.15.

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 purchase order with Core & Main.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 9th day of June 2026.

TOWN OF WELLINGTON, COLORADO

By: _____

Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk



Miquelle Bernard
North America Water
Account Development Manager

T: 307-309-1108
800.638.3748
miquelle.bernard@xylem.com
www.sensus.com



April 29, 2026

This document is validation that Sensus a Xylem brand – Raleigh, NC recognizes Core & Main as the only authorized full line Authorized Water Distributor for the state of Colorado.

Product lines included, but not limited to: iPerl, ally, SR11, Cordonel, OMNI, and SmartPoints.

Please feel free to call me with any questions.

Respectfully yours,

Miquelle Bernard

Miquelle Bernard
Account Development Manager



Board of Trustees Meeting

Date: June 9, 2026
Subject: Board of Trustees Planning Calendar

EXECUTIVE SUMMARY

Attached is the planning calendar for the Board of Trustees.

BACKGROUND / DISCUSSION

N/A

CONNECTION WITH ADOPTED MASTER PLANS

N/A

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

N/A

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. BOT Planning Calendar 2026 (11)



BOARD OF TRUSTEES PLANNING CALENDAR

All meetings are at 6:30 p.m. unless otherwise noted

5:30 pm - June 9, 2026	Board of Trustees Work Session and Regular Meeting
June 16, 2026	Board of Trustees Work Session
June 23, 2026	CANCELLED: Board of Trustees Regular Meeting
June 22-25, 2026	Colorado Municipal League Annual Conference - Westminster
July 14, 2026	Board of Trustees Regular Meeting
July 21, 2026	Board of Trustees Work Session
July 28, 2026	Board of Trustees Regular Meeting
August 11, 2026	Board of Trustees Regular Meeting
August 18, 2026	Board of Trustees Work Session

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

June 11 – Regional Elected Officials Meeting. Attending: Trustees Barrett and Blackstone.

October 2 - Board and Leadership Budget Workday

Early October - Budget BOO-Nanza

November 10 - Budget Adoption

This document is subject to change without notice