



BOARD OF TRUSTEES
July 28, 2026
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to hillha@wellingtoncolorado.gov. The email must be received by 4:00 p.m. on the day of the meeting. The comments will be provided to the Trustees and added as an addendum to the packet. Emailed comments will not be read during the meeting.

The Zoom information below is for online viewing and listening only.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84871162393?pwd=UkVaaDE4RmhJaERnallEK1hvNHJ5Zz09>

Telephone Dial US: +1 720 707 2699 or +1 719 359 4580 or +1 669 444 9171

Webinar ID: 848 7116 2393

Passcode: 726078

A. CALL TO ORDER

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

B. COMMUNITY PARTICIPATION

1. Public Comment

C. PRESENTATION

1. Board of Trustee Bylaws
 - Staff Presentation: Kelly Houghteling, Deputy Town Administrator
2. Board of Trustee Proclamation Policy
 - Presentation: Kelly Houghteling, Deputy Town Administrator

D. CONSENT AGENDA

1. Resolution No. 24-2026: A Resolution Authorizing Interfund Transfers Within the Fiscal Year Beginning January 1, 2026, and Ending on December 31, 2026
 - Presentation: Nic Redavid, Finance Director | Town Treasurer
2. Resolution No. 26-2026: A Resolution of the Wellington Board of Trustees Authorizing the Allocation of Funds for the Main Street Mini-Grant
 - Presentation: Caitlin Morris, Main Street & Events Coordinator

E. ACTION ITEMS

1. Public Hearing for Ordinance No. 08-2026 Considering Final Plat Approval for Sage Meadows Tract D Replat, a Replat of Tract D, Sage Meadows Subdivision, and Approval of the Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision, and Approval of an Operating and Maintenance Agreement for Sage Meadows Tract D Replat
 - Presentation: Cody Bird, Planning and Building Director
2. Ordinance No. 08-2026: An Ordinance Relating to Plat Approval for Sage Meadows Tract D Replat, a Replat of Tract D, Sage Meadows Subdivision, and Approval of the Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision, and Approval of an Operating and Maintenance Agreement for Sage Meadows Tract D Replat
 - Presentation: Cody Bird, Planning and Building Director
3. Public Hearing for Ordinance No. 09-2026 Considering Approval of a Minor Subdivision Plat for Sage Meadows Tract D2, a Replat of Sage Meadows Tract D Replat along with an adjacent Parcel owned by Colorado State University and Rezone of the same from R-2 - Residential Low Density District to P - Public District
 - Presentation: Cody Bird, Planning and Building Director
4. Ordinance No. 09-2026: An Ordinance relating to approval of a Minor Subdivision Plat for Sage Meadows Tract D2, a replat of Sage Meadows Tract D Replat along with an adjacent Parcel of Land Owned by Colorado State University for the Kerbel Well and Rezoning the Property from R-2 - Residential Low Density District to P - Public District
 - Presentation: Cody Bird, Planning and Building Director
5. Resolution No. 28-2026: A Resolution Directing Staff to File a Proposition 123 Commitment for the 2027-2029 Cycle with the Colorado Department of Local Affairs to Increase Affordable Housing in Wellington
 - Presentation: Cody Bird, Planning and Building Director

6. Resolution No. 29-2026: A Resolution Adopting the Strategic Plan
 - Presentation: Kelly Houghteling, Deputy Town Administrator
7. Resolution 30-2026: A Resolution of the Board of Trustees of the Town of Wellington, Colorado, Supporting the Referral of a Public Safety Sales and Use Tax Question to the November 3, 2026 General Election and Participating in a Coordinated Election with Larimer County
 - Presentation: Patti Garcia, Town Administrator and Kelly Houghteling, Deputy Town Administrator

F. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
- a. 2nd Quarter 2026 Residential Building Permit and Lot Inventory Report
- b. Board of Trustees Planning Calendar
- c. Larimer County Sheriff's Office Report - June 2026
- d. Treasurer's Report — May 2026
- e. Report of Expenses — May 2026
- f. Wellington Colorado Main Street Program: 2026 Mid-Year Report

G. ADJOURN

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



Board of Trustees Meeting

Date: July 28, 2026

Subject: Board of Trustee Bylaws

- **Staff Presentation: Kelly Houghteling, Deputy Town Administrator**

EXECUTIVE SUMMARY

The Board of Trustees is being asked to consider adoption of formal Board Bylaws. The proposed bylaws establish high-level procedures and expectations for Board operations, including agenda preparation, meeting structure, public participation, voting, executive sessions, confidentiality, and conduct expectations for elected and appointed officials. Adoption of the bylaws will provide greater consistency, transparency, and clarity in how the Board conducts Town business. The proposed bylaws are presented for the Board's review and discussion, with an opportunity to provide feedback and consider adoption at a later meeting.

BACKGROUND / DISCUSSION

The Board of Trustees have discussed the need for formal bylaws to guide Board operations. While draft versions have been developed over time, the bylaws have not yet been adopted. The current Board has expressed interest in moving forward with a document that reflects best practices from other communities while remaining appropriate for Wellington's needs. The proposed bylaws are intended to supplement, not replace, applicable federal law, Colorado law, the Wellington Municipal Code, and other Town policies.

CONNECTION WITH ADOPTED MASTER PLANS

The Bylaws are connected to the Strategic Plan overall goal to, "Ensure Strong Town Operations."

FISCAL IMPLICATIONS

None.

STAFF RECOMMENDATION

For Board of Trustee discussion.

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. Resolution xx-2026 - Bylaws
2. Draft Bylaws

TOWN OF WELLINGTON

RESOLUTION NO. XX-2026

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON,
COLORADO, ADOPTING BYLAWS OF THE BOARD OF TRUSTEES

WHEREAS, the Town of Wellington, Colorado is a statutory municipality organized and existing under the laws of the State of Colorado; and

WHEREAS, the Board of Trustees serves as the legislative and governing body of the Town of Wellington; and

WHEREAS, the Board of Trustees desires to establish clear rules, responsibilities, and procedures to guide the conduct of Board meetings, agenda preparation, public participation, voting, executive sessions, confidentiality, and the conduct of elected and appointed officials; and

WHEREAS, the adoption of Board bylaws promotes transparency, consistency, accountability, professionalism, and the efficient conduct of Town business; and

WHEREAS, the Board of Trustees has reviewed the proposed Bylaws of the Board of Trustees, Town of Wellington, Colorado, attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Board of Trustees finds that adoption of the bylaws is in the best interests of the Town of Wellington and its residents.

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

Section 1. Adoption of Bylaws.

The Board of Trustees hereby adopts the Bylaws of the Board of Trustees, Town of Wellington, Colorado, attached hereto as Exhibit A.

Section 2. Applicability.

The bylaws shall apply to the Board of Trustees and, where expressly stated, to appointed boards, commissions, and committees of the Town of Wellington.

Section 3. Compliance with Law.

The bylaws are intended to supplement, and not replace or conflict with, applicable federal law, Colorado law, the Wellington Municipal Code, and other duly adopted Town policies. In the event of a conflict, applicable law or the Wellington Municipal Code shall control.

Section 4. Implementation.

The Mayor, Board of Trustees, Town Administrator, Town Clerk, Town Attorney, and Town

staff are authorized to take such administrative actions as may be necessary or appropriate to implement the bylaws.

Section 5. Repeal of Conflicting Policies.

Any prior resolutions, policies, rules, or procedures of the Board of Trustees that are inconsistent with the bylaws adopted by this Resolution are hereby superseded to the extent of such inconsistency.

Section 6. Effective Date.

This Resolution shall be effective immediately upon adoption.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 14th day of July, 2026.

TOWN OF WELLINGTON, COLORADO

By: _____
Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

Bylaws of the Board of Trustees
Town of Wellington, Colorado

1) Purpose and Scope of Bylaws.

- a) These bylaws establish the rules, responsibilities, and procedures governing the Town of Wellington Board of Trustees, ensuring efficient operations, transparency, and adherence to applicable laws and policies.
- b) These bylaws are not intended to override or conflict with any federal, state, or local laws. If any part of these bylaws is found to be inconsistent with such laws, that part will no longer be valid. However, all severable parts of such bylaws shall remain in full force and effect until otherwise amended or repealed by the Board of Trustees.

2) Rules of Order.

The Board of Trustees shall follow Bob's Rules of Order (Resolution No. 41-2024) as its general parliamentary guide for the conduct of meetings, debate, motions, and voting procedures, unless otherwise provided by federal law, state law, the Wellington Municipal Code, these bylaws, or other rules formally adopted by the Board. In the event of a conflict, applicable law, Town Code, and these bylaws shall control.

3) Structure of the Board. The Board of Trustees is the legislative body of the Town of Wellington and is composed of the Mayor and six Trustees. In certain circumstances as required by law, the Board may also function as a quasi judicial body for the issuance of certain licenses or other property rights, in conformity with the Municipal Code and federal and state laws. The Board shall select one Trustee, by a majority vote of the seated Board, to serve as Mayor Pro Tem.

a) Mayor's Duties. The Mayor presides over all meetings of the Board of Trustees as chair and performs duties required of the Mayor by statute or ordinance, or by the Rules or Order adopted by the Board of Trustees.

- i) The Mayor will, at each designated date and time, call the Board of Trustees to order and, upon determining that there is a quorum, proceed with business.

b) Mayor Pro Tem. In the absence or inability of the Mayor to serve, the Mayor Pro Tem presides and has all powers and duties of the Mayor.

c) Members' Duties.

- i) Trustees should be on time for all meetings and promptly return from any recess or break.
- ii) Each Trustee is responsible for thoroughly reviewing the agenda and all material within the Board Packet prior to each meeting.

- iii) Trustees should contact the Town Administrator within a reasonable time prior to the meeting with any questions identified in their review of the Agenda and Board Packet, so staff may be prepared to respond. Questions and comments received after 10:00 a.m. the day before the meeting may not be able to be addressed by the time of the meeting, depending on the nature of the question or comment.

4) Agenda and Board Packet Preparation.

a) **Meeting Agendas.** All meeting agendas shall be set by the Mayor and Town Administrator.

i) **Publication of Agenda.** Board agendas will be posted to the Town website and at such place as is designated by the Board of Trustees by Resolution each year at least twenty-four (24) hours before the start of the applicable meeting.

(1) The business of the Board of Trustees shall be conducted in accordance with the prepared agenda which only may be altered by approval of the Board. Meetings of the Board of Trustees shall be conducted by the Mayor, according to procedures and rules of order adopted by the Board of Trustees, unless otherwise provided in this Code or state statute. (Prior code 2.01.03; Ord. 11-2007 §1)

ii) **Agenda Items Requested by Trustees.**

(1) At any regular meeting, at least two Trustees may request that an item be added to the agenda for a future meeting.

(2) Items requested in this manner will be scheduled for a meeting occurring no sooner than three weeks from the date of the request, unless a majority of the Trustees present determine that the item requires more urgent placement.

(3) Materials for inclusion in the Board Packet must be submitted to the Town Administrator no later than two (2) weeks prior to a business meeting or work session.

(4) If the preparation of the agenda item is expected to require significant staff time, as determined by the Town Administrator, the item must be approved by a majority of the Trustees present before being added to the agenda.

5) Meetings.

a) **Regular Meetings.** Regular meetings are the forum for formal Board of Trustees action and an opportunity for public input and comment. Regular Meetings are held on the 2nd and 4th Tuesday of each month.

- i) The Mayor may cancel or reschedule any regular meeting with at least 48 hours' notice to Trustees, except that at least one (1) regular meeting will be held per month.
 - b) **Work Sessions.** Work sessions provide the Board of Trustees an opportunity to explore and discuss in detail matters that have been placed on the work session agenda. Work sessions are typically held the 3rd Tuesday of the month.
 - i) No formal action may be taken at work sessions.
 - ii) Members of the public, speakers, and other individuals attending a work session (excluding Town staff and consultants) may address the Board of Trustees only with the approval of the Mayor or the Mayor's designee.
 - c) **Special Meetings.** Special meetings may be either regular meetings or work sessions and are called as necessity arises.
 - i) The Town Administrator may call a special meeting at the request of the Mayor or the majority of the Board of Trustees. Only the business specifically identified in the meeting notice may be conducted at a special meeting.
 - d) **Virtual Meetings.** Virtual Meetings may be either regular meetings or work sessions and may only be held when meeting in person would not be prudent due to a public health emergency or other unforeseen circumstances affecting the Town.
 - i) Virtual Meetings may only be held in compliance with Wellington Municipal Code Section 2-2-85.
- 6) **Quorum and Attendance.**
- a) **Quorum.** A quorum is a majority of the members, which is four members of the Board of Trustees in office at the time for the transaction of business.
 - i) Except in cases of all-virtual meetings held pursuant to the Municipal Code, virtual attendance by Trustees does not count toward quorum. For example, if there are no vacancies in office and only three Trustees are present in person, with one Trustee attending virtually, quorum does not exist.
 - b) **Attendance at Board of Trustees Meetings.**
 - i) It is the responsibility of each Board member to contact the Town Clerk, Town Administrator, or Mayor as soon as it is known that the member will not attend a meeting of the Board of Trustees.
 - ii) Excessive absences, as determined by the Board of Trustees, may be considered cause for removal by the Board of Trustees pursuant to the Wellington Municipal Code. The Board of Trustees has

determined that three unexcused absences in a 12-month period constitute excessive absences.

- iii) Virtual attendance by Trustees is allowed but should be minimized to the extent possible. Virtual attendees may participate in debate and may vote on legislative matters. No virtual attendee may participate in or vote on any quasi-judicial matter.

7) Order of Business.

- a) **Modification of Order of Business.** Unless an objection is raised by a Trustee, the Mayor may proceed out of order. In case of objection, the agenda's order will not be changed unless approved by a majority of Board of Trustees present. A Trustee may move to consider an item out of order, with the approval of a majority of Trustees.
- b) **Business Meetings.** The Board of Trustees will generally consider business in the following order:
 - i) Call to Order
 - (1) Pledge of Allegiance
 - (2) Roll Call
 - (3) Amendments to the Agenda
 - (4) Conflicts of Interest
 - ii) Community Participation
 - (1) Proclamations, Recognitions, Awards
 - (2) Public Comment on non-agenda items
 - iii) Presentations (non-action items)
 - iv) Consent Agenda. Before the Board votes to approve the Consent Agenda, any Board member may request that an item be removed for separate consideration. A removed item will be placed on the regular agenda and considered after all other Action Items, unless a majority of the Trustees approves considering it earlier.
 - v) Action Items. (Ordinances, Resolutions, Town projects, Town policies, Contracts, etc.)
 - (1) Introduction by staff
 - (2) Questions from Trustees
 - (3) Public Comment
 - (4) Discussion
 - (5) Motion/Second

(6) Discussion

(7) Vote

vi) Reports

(1) Town Attorney Report

(2) Town Administrator Report

(3) Board Report. Trustees should limit discussion during Reports to a brief review of the matter.

(4) Staff reports

vii) Adjournment

c) **Work Sessions.** After the call to order, Board of Trustees will generally consider business in the following order:

i) Work Session Agenda Items

ii) Adjournment

d) **Extension of Time.** At 10:00 p.m., if the regular meeting of the Board of Trustees has not adjourned, the Board of Trustees will follow these procedures:

i) All agenda items not previously considered will be continued to an hour and day set by the Board of Trustees; or

ii) The Board of Trustees may extend proceedings by majority vote for up to thirty-minutes at a time.

8) **Public Participation.** Regular Board meetings and work sessions are open to the public. At regular Board meetings, provision is made for public comment so interested individuals may present their views directly to the Board of Trustees

a) **Non-Agenda Items.** Members of the public will have the opportunity to comment on any matter not on an agenda at the beginning of any regular meeting and on particular agenda items prior to board action.

b) **Action Items.** At regular and special Board meetings, provision is made for public comment on all Action Items, so interested individuals may present their views directly to the Board of Trustees prior to any vote.

c) **Process for Public Comment.** All individuals desiring to address the Board of Trustees on any agenda item or other business must provide their name and address (or neighborhood) before offering their comments, either in writing or orally.

i) All individuals must observe proper decorum and avoid the use of abusive or profane language in the meeting room and when addressing the Board of Trustees. In the event that abusive or profane language is used or an individual otherwise disrupts the meeting,

such individual may be removed from the meeting room. See 8.d. below for process for removal.

- ii) Comments should be addressed to the board not other members of the public or staff.
- iii) Trustees and staff will not respond to Public Comments or questions. Following the public comment period, if a Trustee or staff member believes that a response is necessary, they may request the floor to respond at that time.

d) Removal for Disorderly Conduct. Any person who disrupts the proceedings of the Board of Trustees or engages in disorderly conduct may be directed by the Mayor to cease such behavior and/or leave the meeting room. If the individual fails to comply with the Mayor's direction, the Mayor may request law enforcement assistance to remove the individual from the meeting.

e) Public Comment Received Prior to Meeting. Communications from the public to the Board received prior to 4:00 p.m. preceding a 6:30 p.m. meeting will be provided to the Trustees electronically in advance of the corresponding meeting. In addition, such items will be published following the meeting in a packet addendum or amendment.

9) Voting. Every Trustee, including the Mayor, must vote unless: a) the matter concerns the Trustee's own conduct; or b) the Trustee has a conflict of interest, which, by applicable law, requires Trustee to abstain from voting. In those instances, the Trustee may not participate in the discussion of the issue.

a) Roll Call Votes. Votes on ordinances, resolutions, and for the appropriation of funds are taken by roll call vote, where each board member individually indicates their vote either in favor of or in opposition to the item. All votes are announced by the Town Clerk.

- i) Roll call votes are recorded in the minutes and indicate the names of the Board members who voted in favor and in opposition.
- ii) For passage, a majority of all Trustees present must vote in the affirmative, unless another proportion is necessary by these bylaws, the Rules of Order, or law.
- iii) In case of a tie vote on any motion, the motion will be considered defeated.

b) Voting by Consent. Procedural items and other motions not indicated above may be considered with the consent of Trustees, where the Mayor requests consent of the members and the item is adopted unless there is an objection. If a member objects, the matter will be considered by roll call vote. For example, a vote on a motion to adjourn may be by consent.

- c) **Continuance Before Vote.** In the case of a Quasi-Judicial matter where the applicant is present but fewer than all Trustees are present, the Mayor may, prior to calling for a vote, ask such person whether the applicant wishes to continue the matter until all Trustees are present. The decision of the applicant is determinative. In the event the applicant is not present, Trustees present may decide whether to proceed on the item.

10) Executive Sessions. Executive sessions are held in accordance with state statute at either a regular or special meeting. Colo. Rev. Stat. 24-6-402(4).

- a) **No Action.** No formal action can occur at an executive session.
- b) **Motion.** The motion to enter into an executive session must describe as specifically as possible the subject of the executive session so long as such description does not disclose any information that would potentially harm the public interest.
- c) **Roll Call.** Voting on a motion to enter into an executive session will be by Roll Call vote, requiring an affirmative vote of two-thirds (2/3) of all members.

11) Ordinances and Resolutions.

- a) **Introduction.** The text of all ordinances and resolutions, except emergency ordinances, will be provided to the Board of Trustees at least twenty-four (24) hours prior to the meeting at which the ordinance or resolution is to be considered. Emergency ordinances may be provided to the Board of Trustees in the meeting.
- b) **Review.** All proposed ordinances and resolutions must be reviewed by the Town Administrator and the Town Attorney prior to being provided to the Board.

12) Public Hearings. This section applies to all Town Boards and Commissions conducting public hearings, including the Board of Trustees, the Board of Trustees acting as the Wellington Liquor Licensing Authority, the Planning Commission, and the Board of Zoning Adjustment. These hearings are quasi-judicial hearings and shall be considered to adjudicate the rights of parties subject to the jurisdiction of the Town and its relevant agencies.

- a) **Hearing Procedures.** The meeting will be chaired by the Mayor, Mayor Pro Tem, or board chairperson and conducted in accordance with the procedures set forth in the Town of Wellington Land Use Code. Such hearings will follow the following procedures:
 - i) Disclosure of Conflicts of Interest
 - ii) Disclosure of Ex Parte Communications
 - iii) Staff Introduction
 - iv) Applicant Presentation/Introduction (If any)
 - v) General Questions from Board/Commission

vi) Open Public Hearing

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

(2) Close Public Hearing

vii) Applicant Rebuttal (if any)

viii) Staff Closing Comments

ix) Deliberation by the Board/Commission

x) Motion and Vote

b) Testimony and Debate.

i) The Mayor/Chairperson has the authority to limit debate to a reasonable length of time to maintain reasonable equality of time for all positions on an issue.

ii) When the number of persons wishing to speak may unduly prolong the hearing, the Mayor/Chairperson may impose a time limit upon each speaker.

iii) The Mayor/Chairperson will require all such persons to promise and agree that all statements and evidence they present will be the truth.

iv) Any person speaking may be questioned by a member of the board or, where appropriate, by members of Town staff, or an attorney or representative of one in opposition to such person.

v) All testimony in support, or opposition, or questions must be directed through the Mayor/Chairperson, who will direct the appropriate person to respond.

c) Burden of Proof. The property owner, applicant or proponent or representative(s) of the project/issue before the board, must present evidence and describe the nature of the request. The burden of presenting the case for the proponent of the project/issue is upon such proponent or its representative, not the Town staff.

d) Rebuttal. The property owner, applicant or proponent or representative(s) of the project/issue will be afforded an opportunity for brief rebuttal statements/evidence following public testimony.

e) Continuance. If final action is not to be taken at the same time as the public hearing, the Mayor/Chairperson will advise the audience/public of a date, time and location when the matter will be considered.

f) Partial Absence. If a board member is absent during any portion of a public hearing, he/she will not be eligible to vote on the matter unless he/she has listened to and reviewed the entire record of the hearing.

- g) **Virtual Participation.** Except as part of a virtual meeting held with proper notice to the applicant, no board member may vote on a quasi-judicial matter via remote participation.

13) Confidentiality.

- a) **Confidentiality.** It is a conflict of interest and a violation of this policy for any member of the Board of Trustees to disclose any confidences of the Town, any matter discussed in executive session, or any matter which is subject to the attorney-client privilege between the Town and the Town Attorney, unless a majority of those present of the Board of Trustees determines that such disclosure should be made.
 - i) A decision to breach confidentiality, or to waive a privilege, such as the attorney- client privilege, may only be made by Board of Trustees acting as a whole, whenever the confidentiality requirement or the privilege applies to the Town as a whole or to Board of Trustees as a whole. Any Trustee who individually breaches such confidentiality, or who purports to waive such a privilege will be considered to be acting outside the performance of Trustee's authority, and shall be liable to the Town for any damages which are caused by such breach of confidentiality.

14) Code of Conduct for Elected and Appointed Officials.

- a) The Town of Wellington is committed to transparent, ethical, respectful, and accountable local government. Elected and appointed officials serve the public trust and are expected to conduct themselves in a manner that strengthens confidence in the Town, honors the democratic process, and reflects the best interests of the community.
- b) This Code of Conduct applies to the Board of Trustees and all appointed officers, boards, commissions, and committees. It is intended to supplement applicable federal, state, and local laws, including Colorado ethics, open meetings, conflicts of interest, and public records requirements.
- c) **Core Principles. Town officials shall strive to:**
 - i) Conduct public business with integrity, professionalism, accountability, transparency, fiscal responsibility, respect, and service.
 - ii) Listen with an open mind, consider all perspectives, and make decisions based on the long-term best interests of the entire community.

- iii) Recognize that disagreement is a normal and healthy part of local government, while ensuring that debate remains respectful, constructive, and focused on issues rather than individuals.
- iv) Preserve public trust by avoiding conflicts of interest, the appearance of impropriety, misuse of Town resources, and unauthorized disclosure of confidential information.

d) Conduct with One Another.

- i) Officials shall treat fellow Board, commission, and committee members, as well as members of the public, with courtesy and respect in public meetings, private conversations, written communication, and informal settings.
- ii) Members shall practice civility, professionalism, and decorum during discussion and debate. Tough questions, disagreement, and criticism of ideas are appropriate; personal attacks, threats, disparaging comments, shouting, harassment, or conduct that could be viewed as intimidating are not acceptable.
- iii) Members shall be prepared for meetings, arrive on time, stay focused on the agenda, respect the role of the Mayor or chair in maintaining order, and work toward solutions that serve the community.

e) Conduct with the Public.

- i) Public participation is essential to local government. Officials shall make every effort to ensure residents, business owners, applicants, and stakeholders feel welcome and heard.
- ii) Officials shall listen actively, treat speakers fairly, avoid interrupting, and ask questions for clarification rather than debate. During public hearings, officials should not state final opinions or conclusions until all information has been presented and the public hearing has closed.
- iii) Officials shall not make promises on behalf of the Board or Town. When speaking with community members, officials may explain Town policy or personal viewpoints but should refer operational questions or service requests to the Town Administrator or appropriate staff.

f) Conduct with Town Staff.

- i) The Board sets policy, and Town staff implement and administer that policy under the direction of the Town Administrator. Officials shall respect this structure.

- ii) Officials shall treat staff as professionals and shall not publicly criticize individual employees. Questions, requests for information, or requests for staff support should be directed through the Town Administrator, unless another process has been established.
- iii) Officials shall not direct staff, interfere with administrative functions, influence hiring, procurement, permitting, enforcement, development review, or other operational matters, or use their position to seek special treatment.

g) Conduct with Boards, Commissions, and Committees.

- i) Appointed boards and commissions provide valuable community input and recommendations. Officials shall respect their role, diverse perspectives, and adopted procedures.
- ii) When attending meetings of another board, commission, or committee, officials shall be clear when speaking as an individual and shall avoid conduct that could be perceived as influencing or undermining that body's independent work.

h) Communication, Media, and Representation.

- i) Officials shall clearly distinguish between personal opinions and official Town positions. The Mayor, or another individual authorized by the Board, serves as the official spokesperson for Board positions.
- ii) Town letterhead, titles, and official communication channels shall be used only for authorized Town business. Officials should use care in written, electronic, social media, and verbal communications, recognizing that messages may become public and may reflect on the Town.
- iii) Officials shall not make derogatory comments about other officials, staff, or members of the public, and shall avoid communication that undermines implementation of decisions made by the Board.

i) Ethics, Conflicts, Confidentiality, and Gifts.

- i) Officials shall comply with all applicable ethics, conflict of interest, confidentiality, open meetings, and public records laws. Officials shall disclose and, when appropriate, recuse themselves from matters involving a conflict of interest or the appearance of impropriety.
- ii) Officials shall not use confidential information, Town property, Town resources, or their public position for personal benefit. Officials shall not accept gifts or benefits that could reasonably be perceived as influencing, or intending to influence, official action.

j) Accountability.

- i) This Code of Conduct is intended to be self-enforcing and supported through orientation, training, and mutual accountability. Concerns should first be addressed respectfully and directly when appropriate. Repeated or serious violations may be referred to the Mayor, Mayor Pro Tem, Town Administrator, or Town Attorney, as appropriate, and may result in corrective action consistent with law and Town policy.

DRAFT

Board of Trustees Meeting

Date: July 28, 2026

Subject: Board of Trustee Proclamation Policy

- **Presentation:** Kelly Houghteling, Deputy Town Administrator

EXECUTIVE SUMMARY

The Board of Trustees is being asked to consider adoption of a Proclamation Policy. The policy establishes a clear and consistent process for issuing proclamations, including annual proclamations, community-requested proclamations, agenda placement, administrative issuance, and the ceremonial nature of proclamations. The proposed proclamation policy is being presented for the Board's review and discussion, with an opportunity to provide feedback and consider adoption at a later date.

BACKGROUND / DISCUSSION

Proclamations are used by the Town to provide ceremonial recognition of special events, activities, milestones, observances, achievements, and contributions of community interest or significance. The proposed policy provides guidance for how proclamation requests may be submitted, reviewed, issued, and presented. The policy also identifies a standard list of recurring annual proclamations and allows the Mayor discretion to determine whether a proclamation is placed on a Board agenda or issued administratively. Proclamations issued under the policy are ceremonial only and do not constitute Town policy, legal action, funding approval, or endorsement unless separately authorized by the Board of Trustees.

CONNECTION WITH ADOPTED MASTER PLANS

This policy is in alignment with Strategic Plan goal to, "ensure strong town operations."

FISCAL IMPLICATIONS

None.

STAFF RECOMMENDATION

For Board of Trustee review and discussion.

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. Resolution XX-2026 - Proclamation Policy
2. Exhibit A: Proclamation Policy

TOWN OF WELLINGTON

RESOLUTION NO. XX-2026

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON,
COLORADO, ADOPTING A PROCLAMATION POLICY

WHEREAS, the Board of Trustees of the Town of Wellington desires to establish a consistent process for the issuance and presentation of proclamations; and

WHEREAS, proclamations provide ceremonial recognition of special events, activities, milestones, observances, achievements, and contributions that are of community interest or significance; and

WHEREAS, proclamations may be used to honor individuals, organizations, students, schools, groups, and others for service or contributions to the Town of Wellington; and

WHEREAS, the Board of Trustees recognizes the importance of promoting civic pride, public service, community engagement, and matters of importance to the Wellington community; and

WHEREAS, the Board of Trustees finds that adopting a formal Proclamation Policy will provide clear guidance regarding annual proclamations, proclamation requests, review authority, issuance, presentation, and the ceremonial nature of proclamations.

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 adopts the Wellington Board of Trustees Proclamation Policy, attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. The Mayor, or designee, is authorized to administer the Proclamation Policy in accordance with its terms, including the review, issuance, administrative distribution, and agenda placement of proclamations.

Section 3. Proclamations issued pursuant to the policy are ceremonial in nature only and shall not constitute Town policy, legal action, funding approval, or endorsement unless separately authorized by the Board of Trustees.

Section 4. This Resolution shall be effective immediately upon adoption.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11th day of August, 2026.

TOWN OF WELLINGTON, COLORADO

By: _____
Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

DRAFT

Exhibit A

Wellington Board of Trustees

Proclamation Policy

Section 1. Purpose

- 1.1 To provide ceremonial recognition of special events, activities, milestones, or observances.
- 1.2 To honor individuals, organizations, students, schools, or groups for service or contributions to the Town of Wellington.
- 1.3 To recognize national, state, regional, or local events, activities, achievements, or awareness periods of community interest or significance.
- 1.4 To promote civic pride, public service, community engagement, and matters of importance to the Wellington community.

Section 2. Annual Proclamations

2.1 The Town maintains a standard list of recurring annual proclamations, which may include:

- Martin Luther King Jr. Day – January
- Government Finance Professionals Week – March
- Arbor Day – April
- National Volunteer Week – April
- National Library Week – April
- Municipal Clerks Week – May
- Public Service Recognition Week – May
- National Public Works Week – May
- National Police Week – May
- Memorial Day – May
- National Kids to Parks Day – June
- Juneteenth – June
- Independence Day – July
- Parks and Recreation Week – July
- National Preparedness Month – September
- Community Planning Month – October
- Small Business Saturday – November
- Veterans Day – November
- Wellington Middle School and High School significant achievements, as determined appropriate by the Mayor

Exhibit A

Section 3. Requests and Authority

3.1 Proclamation requests may be submitted by a community member, organization, staff member, Trustee, or the Mayor.

3.2 All proclamation requests shall be subject to review by the Mayor, who shall have discretion to determine whether a request is issued either through agenda placement or administrative issuance.

Section 4. Issuance

4.1 Proclamations may be issued by the Mayor or designee on behalf of the town through either:

- (a) Board of Trustees agenda placement and presentation; or
- (b) Administrative issuance without agenda placement.

4.2 Proclamations issued under this section shall be signed by the Mayor and distributed by mail or email to the requesting party or designated recipient.

4.3 Community-requested proclamations placed on a Board agenda shall be limited to one (1) per Board of Trustees meeting, unless otherwise determined by the Mayor.

Section 5. Presentation

5.1 When a proclamation is placed on a Board agenda, a representative of the individual, organization, school, or entity may be invited to accept the proclamation.

Section 6. Nature of Proclamations

6.1 Proclamations are ceremonial in nature only.

6.2 Proclamations do not constitute Town policy, legal action, funding approval, or endorsement unless separately authorized by the Board of Trustees.

Board of Trustees Meeting

Date: July 28, 2026

Subject: Resolution No. 24-2026: A Resolution Authorizing Interfund Transfers Within the Fiscal Year Beginning January 1, 2026, and Ending on December 31, 2026

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

EXECUTIVE SUMMARY

Resolution No. 24-2026 authorizes interfund transfers necessary to appropriately allocate financial resources among Town of Wellington funds in accordance with their intended purpose and applicable restrictions. The transfers support previously completed and planned capital improvements and ensure revenues are accounted for within the funds designated for those activities. The transfers do not increase total budgeted appropriations.

BACKGROUND / DISCUSSION

This resolution authorizes two interfund transfers to ensure that revenues and expenditures are accounted for within the funds intended to support the related capital improvements.

Over several years, the Town has collected library impact fees from new development and recorded those revenues in the Library Trust Fund. These fees are restricted for growth-related capital improvements and facility needs resulting from new development. In 2025, the Town appropriated and incurred costs within the General Fund to construct outdoor library programming and gathering space to accommodate increased participation and attendance at library programs associated with community growth. The transfer of \$25,332.83 from the Library Trust Fund to the General Fund reimburses eligible growth-related capital expenditures with the restricted revenues collected for that purpose.

Additionally, the Town received a \$100,000 developer contribution from Sipes Farm Holdings, LLC and FC Farms Holding, LLC in December 2025. The contribution was intended to partially fund the Transportation Master Plan capital project, which is budgeted and accounted for within the Street Fund. The revenue was initially recorded in the General Fund and is now being transferred to the Street Fund to align the funding source with the project for which it was intended.

CONNECTION WITH ADOPTED MASTER PLANS

2025-2029 Strategic Plan:

- Cultivate & Nurture Community Spaces - Retain, revitalize & invest in meeting & gathering spaces
- Ensure Strong Town Operations - Communicate strategically to community audiences.

FISCAL IMPLICATIONS

These transfers do not increase total appropriations.

STAFF RECOMMENDATION

Staff recommends adoption of Resolution No. 24-2026 to reallocate existing resources between funds in a manner consistent with the purpose for which the revenues were received and accumulated.



MOTION RECOMMENDATION

I move to adopt Resolution No. 24-2026: A Resolution Authorizing Interfund Transfers Within the Fiscal Year Beginning January 1, 2026, and Ending on December 31, 2026.

ATTACHMENTS

1. Resolution No. 24-2026 A Resolution Authorizing Interfund Transfers

TOWN OF WELLINGTON

RESOLUTION NO. 24-2026

A RESOLUTION AUTHORIZING INTERFUND TRANSFERS WITHIN 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, the Board of Trustees of the Town of Wellington, Colorado, desires to authorize interfund transfers for Fiscal Year 2026; and

WHEREAS, the Town of Wellington, Colorado has collected library impact fees in the Library Trust Fund from new development, which are restricted for growth-related capital expenditures and facility improvements; and

WHEREAS, growth within the Town of Wellington, Colorado has resulted in increased participation and attendance at library programs and events, creating a need for additional programming and gathering space; and

WHEREAS, during fiscal year 2025, the Town of Wellington, Colorado appropriated funds and incurred capital expenditures in the General Fund to construct and improve outdoor library programming and gathering space to accommodate increased demand; and

WHEREAS, reimbursement to the General Fund from library impact fees in the Library Trust Fund for eligible growth-related capital expenditures is consistent with the purpose for which such fees were collected; and

WHEREAS, the Town of Wellington, Colorado recorded revenue received from Sipes Farm Holdings, LLC and FC Farms Holding, LLC of \$100,000 in the General Fund during Fiscal Year 2025; and

WHEREAS, the revenue received from Sipes Farm Holdings, LLC and FC Farms Holding, LLC was a developer contribution intended to partially fund the appropriated Transportation Master Plan capital project appropriated within in the Street Fund for Fiscal Year 2026; and

WHEREAS, transfer of the developer contribution from the General Fund to the Street Fund for the Transportation Master Plan is consistent with the purpose for which such funds were received; and

WHEREAS, the transfers described herein do not amend appropriations and merely reallocate resources between existing appropriated funds without increasing total appropriations.

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

Section 1. The Board of Trustees of the Town of Wellington, Colorado, hereby authorizes the transfer of Twenty-Five Thousand Three Hundred Thirty-Two Dollars and Eighty-Three Cents (\$25,332.83) from the Library Trust Fund restricted fund balance, derived from library impact fees, to the General Fund as reimbursement for eligible 2025 capital expenditures associated with the creation and improvement of outdoor library programming and gathering space necessitated by growth-related increases in library participation and attendance.

Section 2. The Board of Trustees of the Town of Wellington, Colorado, hereby authorizes the transfer of One Hundred Thousand Dollars (\$100,000.00) from the General Fund to the Street Fund to provide funding for the Transportation Master Plan capital project budgeted and accounted for within the Street Fund.

Section 3. The Town Treasurer and other appropriate Town officials are authorized and directed to make all necessary accounting entries required to implement the transfers authorized herein.

Upon a motion duly made, seconded, and carried, the foregoing Resolution was adopted this 28th day of July 2026.

TOWN OF WELLINGTON, COLORADO

By: _____
Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

Board of Trustees Meeting

Date: July 28, 2026

Subject: Resolution No. 26-2026: A Resolution of the Wellington Board of Trustees Authorizing the Allocation of Funds for the Main Street Mini-Grant

- **Presentation: Caitlin Morris, Main Street & Events Coordinator**

EXECUTIVE SUMMARY

The Town of Wellington and the Wellington Main Street Program have been awarded a Mini-Grant from the Colorado Department of Local Affairs (DOLA) totaling \$75,000 to support projects that directly benefit the Main Street district boundary area. An initial disbursement of \$15,000 has been received, with the remaining \$60,000 anticipated in early 2027.

At this time, the Wellington Main Street Program Board recommends utilizing the initial grant funds for the following projects:

- Mural to enhance downtown: \$8,000
- Historic Building Signage: \$5,000
- 6th Street/Frontage Road Light Pole Banners: \$2,000

To meet the grant's matching fund requirement of \$3,750, the Town has allocated matching funds from the Cleveland Avenue Construction Project.

The Town of Wellington will continue serving as the grant administrator and will coordinate with DOLA to ensure compliance with grant requirements and timelines.

These projects are intended to enhance beautification, strengthen community identity, increase visitor engagement, and support downtown businesses during ongoing Cleveland Avenue construction impacts.

BACKGROUND / DISCUSSION

The proposed projects include a downtown mural, historic building signage, and light pole banners, each designed to enhance downtown Wellington's appearance, strengthen community identity, and support local businesses during ongoing construction impacts:

- **Downtown Mural:** Enhances the visual character of downtown, creates a unique public art destination, and encourages community engagement through a public artist and wall selection process. Funding will support artist stipends, supplies, wall preparation, and project coordination.
- **Historic Building Signage:** Celebrates and preserves Wellington's history through the installation of standardized interpretive signage on approximately 10 historic buildings currently featured on the community's historic tour. Signs will include historic imagery, building information, and QR codes linking visitors to additional content.



- 6th Street/Frontage Road Light Pole Banners: Improves beautification and visibility along a major gateway into downtown using existing Shop Local campaign branding and banner hardware. The project is intended to reinforce that downtown Wellington remains open, welcoming, and accessible during Cleveland Avenue construction.

These initiatives aim to increase visitor engagement, support local businesses, enhance placemaking efforts, and create a more vibrant and welcoming downtown environment.

CONNECTION WITH ADOPTED MASTER PLANS

The mini-grant plan aligns with the strategic plan goals of Fostering Economic Vibrancy and Cultivate/Nurture Community Spaces.

FISCAL IMPLICATIONS

The grant totals \$15,000 and requires an \$3,750 match from the Town. This matching contribution is already accounted for in the 2026 Budget under the Capital Improvement Plan within the Streets Fund, specifically for the Cleveland Avenue Construction Project.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 26-2026, A Resolution of the Wellington Board of Trustees Authorizing the Allocation of Funds for the Main Street Mini-Grant, which authorizes the allocation of funding for the Main Street Mini-Grant.

MOTION RECOMMENDATION

Option 1) Move to approve the consent agenda

Option 2) Move to approve Resolution No. 26-2026, a Resolution of the Wellington Board of Trustees Authorizing the Allocation of Funds for the Main Street Mini-Grant, which authorizes the allocation of funding for the Main Street Mini-Grant.

ATTACHMENTS

1. Resolution No. 26-2026
2. 2025-2030 MS-minigrant-proposal-Wellington-WCMSP signed

TOWN OF WELLINGTON

RESOLUTION NO. 26-2026

A RESOLUTION OF THE WELLINGTON BOARD OF TRUSTEES AUTHORIZING THE
ALLOCATION OF FUNDS FOR THE MAIN STREET MINI-GRANT

WHEREAS, the Town of Wellington, through its Memorandum of Understanding with Colorado Department of Local Affairs (DOLA), supports the mission of the Main Street Program; and

WHEREAS, the Wellington Main Street Program is a group of passionate citizens who champion community collaboration to enhance and promote downtown Wellington; and

WHEREAS, DOLA has awarded the Town a Mini-Grant to be used for completing community based projects that directly benefit the Main Street district boundary; and

WHEREAS, the Wellington Main Street Program has recommended specific uses for the funding to support downtown Wellington; and

WHEREAS, the Town of Wellington is the responsible grant administrator and is committed to completing this grant by June 30, 2030.

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

1. The Board of Trustees authorizes the use of Mini-Grant funding for the following projects:
 - A mural.
 - Historic building signage.
 - Light pole banners.
2. The Town has allocated matching funds for the Cleveland Avenue Construction Project, which will fulfill the grant's matching fund requirement.
3. The Town will coordinate with DOLA to meet all deadlines necessary for executing the grant agreement for the Mini-Grant. Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 28th day of July, 2026.

TOWN OF WELLINGTON, COLORADO

By: _____

Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk



Mini-Grant Proposal Form, 2026-2030

LATEST PROPOSAL DATE: JUNE 30, 2029

Local Program

Local Main Street Program and Main Street Manager: Wellington Main Street Program, Caitlin Morris

Questions

How is this project part of your transformational strategy? Is it included in your annual work plan?

Mural:

The Mural Program directly supports Wellington's transformation strategy, *Wellington's Front Porch*, by enhancing the visual character of downtown and creating a welcoming public spaces that encourage gathering, connection, and community pride. Public art helps strengthen a sense of place, creates memorable experiences for residents and visitors, and contributes to a vibrant, inviting Main Street environment. As identified in this year's work plan, the mural initiative is a key placemaking project intended to support downtown activation, beautification, and long-term community identity efforts.

Historic Building Signage:

The Historic Building Signage Project supports both the *Keep Cleveland Happening* and *Wellington's Front Porch* transformation strategies by enhancing the downtown experience through storytelling, placemaking, and visitor engagement. The project will install standardized interpretive signs on approximately 10 historically significant buildings that have been professionally surveyed and are currently featured on Wellington's historic tour. Each sign will include historic photos, building information, and a QR code linking visitors to additional digital content, encouraging exploration and increasing foot traffic throughout downtown. Included in this year's work plan, the project helps preserve and celebrate Wellington's history while creating a more interactive, welcoming, and vibrant Main Street environment.

Lightpole Banners:

The 6th Street/Frontage Road light pole banner project supports both the *Keep Cleveland Happening* and *Wellington's Front Porch* transformation strategies by enhancing beautification, visibility, and community pride along a major gateway into downtown. Using the recently developed Shop Local campaign graphics and branding, the banners will help create a welcoming and cohesive corridor that reinforces that Wellington's historic downtown remains open, accessible, and worth visiting during Cleveland Avenue construction. Included in this year's work plan, the project helps strengthen promotion and visual activation along the "front driveway" to Main Street.

In no more than 200 words, provide a brief description of the proposed project (scope of work), planned outcomes, and benefit to your downtown district.

This request includes three coordinated placemaking and beautification initiatives designed to support downtown activation, historic preservation, and community identity within Wellington's Main Street district. The mural component will include a public call for both wall space and artist design proposals, with four potential mural locations currently identified. This process is intended to ensure a fair and transparent selection process that reflects community interests and enhances the visual character of downtown.

The Historic Building Signage Project will install standardized interpretive signs on approximately 10 professionally surveyed historic buildings currently included on Wellington's historic tour. Signs will be

mounted at a noticeable, accessible eye level and will feature historic information, imagery, and QR codes linking visitors to additional digital content.

The 6th Street/Frontage Road banner project will replace existing light pole banners using previously developed Shop Local campaign branding and hardware already in place, with plans to install 6–8 banners along the corridor.

Together, these projects will improve beautification, increase visitor engagement, support local businesses during construction impacts, and strengthen Wellington’s sense of place through art, storytelling, and cohesive downtown branding.

When do you anticipate completing the project, and is it a part of a larger project downtown?

Mural: Anticipated completion by November 2026. It is not part of a larger project downtown.

Historic Signs: Anticipated completion by May 2027. It is part of a larger downtown wayfinding signage project.

Lightpole Banners: Anticipated completion by September 2026. It is not part of a larger project downtown.

Budget and Matching Funds

Please indicate each source and the amount of the local match. (For example, the town may be contributing \$2,000 in matching funds, while a CDOT grant is providing \$3,000 - each amount and source should be noted.) Please include quotes or estimates with this form.

Budget line item	Total Cost	DOLA funds	Matching funds (minimum 25%)	Source and amount of match
Other: Mini-Grant - Main Street Improvements	\$15,000 Mural: \$8,000 Historic Signs: \$5,000 Lightpole Banners: \$2,000	\$15,000	\$3,750	<i>Town of Wellington: Cleveland Ave Construction Pedestrian Lighting</i>

Eligible items:

Mural, historic building signs, lightpole banners

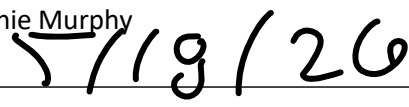
Signatures

Chief Elected Official
Mayor Rebekka Dailey



Local Main Street Chair/President
Melanie Murphy

Date



Date

Board of Trustees Meeting

Date: July 28, 2026

Subject: Public Hearing for Ordinance No. 08-2026 Considering Final Plat Approval for Sage Meadows Tract D Replat, a Replat of Tract D, Sage Meadows Subdivision, and Approval of the Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision, and Approval of an Operating and Maintenance Agreement for Sage Meadows Tract D Replat

- **Presentation: Cody Bird, Planning and Building Director**

EXECUTIVE SUMMARY

This subdivision request includes a Preliminary Plat and Final Plat to subdivide existing Tract D, Sage Meadows Subdivision into Tract D and Tract D1. The proposal does not intend any new development, site modifications, or changes in land use. Town staff recommends concurrent review of the Preliminary and Final Plats. The subdivision is intended to implement obligations of the developer contained within the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision (Development Agreement) by establishing separate ownership and long-term maintenance responsibilities for existing public improvements and HOA facilities.

Town Staff have recommended very minor adjustments to the text, labels, and signatures of the final plat. The proposed revisions are minor in nature and will not result in any substantive changes affecting the final plat.

The Planning Commission held a public hearing to consider the final plat on July 13, 2026, and following the public hearing, the Planning Commission voted unanimously to forward a recommendation to the Board of Trustees to approve the final plat of Sage Meadows Tract D Replat based on its Findings for Approval and subject to minor revisions noted in the staff report.

The Board of Trustees conducts a public hearing when evaluating a final plat request. This agenda item is for the public hearing only. Following the close of the public hearing, there is a separate agenda item for action on Ordinance No. 08-2026, the final plat for Sage Meadows Tract D Replat, the Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision, a proposed Operating, Maintenance, and Easement Agreement defining responsibilities of the Town and HOA, and an acknowledgment for Termination of a 2008 agreement relating to a shared-use well and sanitary sewer easement dedication and infrastructure construction.

BACKGROUND / DISCUSSION

- SH Development Company, LLC, owner of the property, has submitted an application for a Major Subdivision for consideration of a Preliminary and Final Plat to subdivide existing Tract D of the Sage Meadows Subdivision into Tracts D and D1. The proposal does not involve new development or physical site changes but establishes separate ownership and long-term maintenance responsibilities for existing public improvements and HOA facilities in accordance with the Sage Meadows Development Agreement.

- Major Subdivisions require both a Preliminary Plat and a Final Plat. Each application is first reviewed by the Planning Commission, which forwards a recommendation to the Board of Trustees. The Board of Trustees then reviews the plats and makes a decision on approval (Sec. 15-2-170(c)(3)).
- Staff recommends concurrent review of the Preliminary and Final Plats because the proposal does not include physical changes to the site or modifications between the preliminary and final plat stages.
- The Planning Commission recommended approval of the Preliminary and Final Plats on July 13, 2026.
- Sage Meadows Subdivision was originally considered in 2015 by the Planning Commission and Board of Trustees. Following approval of the subdivision plat, a development agreement was subsequently considered and approved, and the plat and development agreement were recorded in 2018.
- Tract D, located on the east side of the subdivision, consists of approximately 17 acres and was intended to be dedicated for open space to accommodate drainage, utility and access easements.
- The Sage Meadows Development Agreement, approved at the time of plat, anticipated that the Town and Developer would need to coordinate to establish mechanisms to separate the ownership and maintenance responsibilities for improvements within Tract D.
- The applicant, through this subdivision request, is implementing the provisions of the Development Agreement.
- A representative of the Sage Meadows Homeowners Association (HOA) has also been included in conversations regarding obligations for long-term maintenance responsibilities for improvements within Tract D, and has expressed support of the subdivision.
- Notice of the required public hearings for both the Planning Commission and Board of Trustees was provided for the preliminary and final plat considerations. Notice was published in the Fort Collins Coloradoan, all owners of property within five hundred feet of the property and all properties within the Sage Meadows Subdivision were sent notices in the mail, and two signs advertising the public hearings were posted on-site fifteen days prior to the Planning Commission meeting and have remained posted through the Board of Trustees meeting.
- No written public comments have been received by staff as of the date of this report.
- Three residents of Sage Meadows Subdivision spoke at the Planning Commission hearing July 13, 2026, asking questions primarily about how open space areas are owned and maintained, how ownership of the land affects the Homeowner's Association, and how landscaping maintenance costs could impact homeowners. Questions were addressed by staff following the public hearing. Staff also spoke with one of the residents after the meeting and further discussed similarities and differences between the Tract D, Sage Meadows open space and other subdivisions around town.
- The Board of Trustees will need to consider any additional testimony presented during the public hearing.
- Minor revisions to labeling, signatory language, signatures, dates, and text of plat notes to properly reference associated agreements may be necessary prior to final acceptance by Town staff.

Major Subdivision Plat Process and Findings for Approval:

- A major subdivision review request is submitted to Town staff for review in accordance with Section 15-2-170 of the Land Use Code. Town staff reviews the proposed plat, grading and drainage, utilities, landscape plans, traffic study, proposed covenants, soils report, and mineral, oil, and gas rights documentation in accordance with the Land Use Code and applicable developmental standards.

- Staff works with the applicant and design team to address needed design criteria and development standards. The applicant addresses applicable planning and engineering comments as necessary. The Preliminary and Final Plats are then presented to the Planning Commission along with consideration of the Findings for Approval. The Planning Commission makes a recommendation to the Board of Trustees for consideration.
- The Board of Trustees conducts a public hearing on the Preliminary Plat and Final Plat and closes the public hearing.
- The Board of Trustees then takes action on the final plat by considering adoption of an ordinance, the Final Plat, and associated agreements.
- In reviewing a Preliminary Plat, the Board of Trustees considers the Findings for Approval contained in Section 15-2-170(d) of the Land Use Code:
 1. The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Comprehensive Plan.
 2. The land use mix within the project conforms to the Town's Zoning District Map and furthers the goals and policies of the Comprehensive Plan including:
 - a. The proposed development promotes the Town's small town, rural character;
 - b. Proposed residential development adds diversity to the Town's housing supply;
 - c. Proposed commercial development will benefit the Town's economic base;
 - d. Parks and open space are incorporated into the site design;
 - e. The proposed project protects the Town's environmental quality; and
 - f. The development enhances cultural, historical, educational and/or human service opportunities.
 3. The utility design is adequate at a capacity that promotes the Town's character while strengthening the Town's vitality.
 4. The transportation design meets the intent of the Comprehensive Plan to provide increased connectivity, reduce traffic impacts, and encourage walkability.
 5. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.
 6. There is a need or desirability within the community for the applicant's development and the development that will help achieve a balance of land use and/or housing types within the Town, according to the Town's goal.
- Following its review of the Preliminary Plat, the Board of Trustees may take one of the following actions:
 - Approve the preliminary plat;
 - Approve the preliminary plat with conditions;
 - Deny the preliminary plat application.
- In reviewing a Final Plat, the Board of Trustees considers the Findings for Approval contained in Section 15-2-170(g) of the Land Use Code:
 1. The final plat conforms with the approved preliminary plat and incorporates recommended changes, modifications and conditions attached to the approval of the preliminary plat unless otherwise approved by the Town Board.
 2. The development will substantially comply with the Design and Development Standards as set forth in Article 5 of this code.

3. All applicable technical standards have been met.

- Following its review of the Final Plat, the Board of Trustees may take one of the following actions:
 - Approve the final plat;
 - Approve the final plat with conditions;
 - Deny the final plat application.

The Findings for Approval recommended by the Planning Commission and Town staff are presented during the public hearing and are included in this staffs report. The Board of Trustees will deliberate and make its Findings for Approval with the subsequent agenda item.

Planning Commission Recommendation

- The Preliminary Plat and Final Plat were reviewed by the Planning Commission at a public hearing held July 13, 2026.
- The Planning Commission evaluated the Preliminary Plat and Final Plat concurrently as one development request.
- The Planning Commission evaluated the Preliminary Plat and Final Plat in accordance with the Municipal Code, Section 15-2-170, using the Findings for Approval, and found that the subdivision meets all Findings for Approval.
- The Planning Commission adopted Findings for Approval for the Preliminary Plat and Final Plat and forwarded a recommendation for approval of the subdivision plat for Sage Meadows Tract D Replat. Attached are the Findings that the Planning Commission adopted, for Board consideration.
- The Board of Trustees may choose to adopt the Planning Commission's Findings for Approval, or may make its own Findings.

CONNECTION WITH ADOPTED MASTER PLANS

- This action supports the following Board of Trustees' 2025-2029 Strategic Plan priorities
 - Grow Responsibly
 - Proactively maintain & improve utilities, streets, and built environment
- This action supports the following Town of Wellington Comprehensive Plan Goals:
 - Community Cohesion Goal 1: Maintain and Enhance the Community's Character and Culture.
 - CC 1.4. Continue to ensure that land use decisions made by the Town are in accordance with fundamental private property rights
 - Reliable and Resilient Public Services Facilities & Programs Goal 2: Ensure New Developments Contribute to Essential Community Services & Infrastructure.

- F&P. 2.3. Require new development to demonstrate how they will connect to and improve the existing networks for active transportation, vehicular traffic, open space and parks, and essential infrastructure for water, wastewater, and stormwater.
- Reliable and Resilient Public Services Transportation Goal 3: Improve Regional Active Transportation Connections
 - T. 3.1. Improve and connect active transportation networks, including trails and on-street bikeways to nearby recreation areas and to regional destinations.

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

The Board of Trustees should conduct a public hearing to receive information describing the request for replat, hear from the applicant and Town Staff, receive the recommendation of the Planning Commission, and hear public testimony for the final plat. Following the close of the public hearing, the Board of Trustees has a separate item on the agenda to take action on the final plat, the Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision (Development Agreement), an Operating, Maintenance, and Easement Agreement, and a Termination Agreement for the water wells and sanitary sewer easement and infrastructure.

The Planning Commission voted unanimously to forward a recommendation of approval of the final plat for Sage Meadows Tract D Replat, based on its Findings for Approval, and subject to minor revisions on the final plat.

Based on the above Findings and recommendation for approval by the Planning Commission, Town staff recommends that the preliminary plat and final plat satisfy the Findings for Approval in accordance with the Land Use Code. Town Staff recommends approval of the preliminary and final plats subject to the minor revisions noted in the staff report and recommended by the Planning Commission.

MOTION RECOMMENDATION

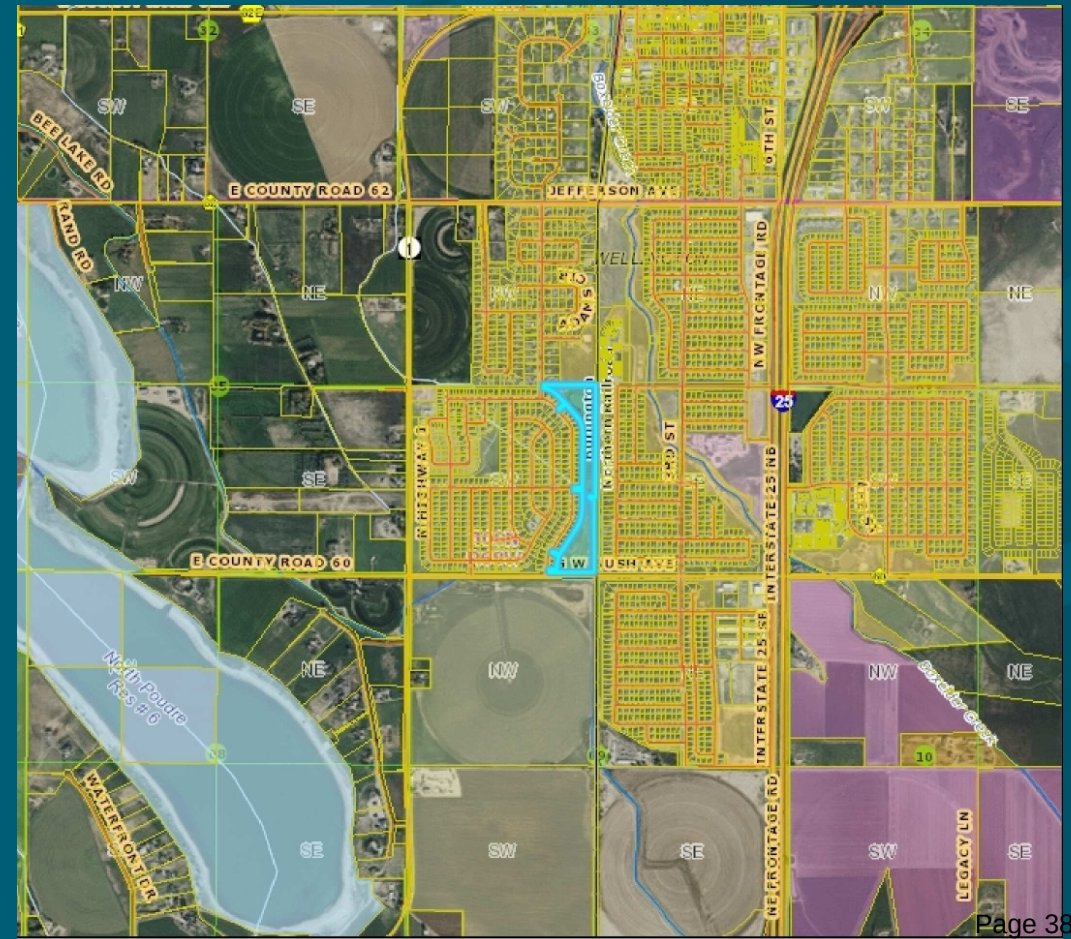
N/A

ATTACHMENTS

1. Presentation Slides
2. Location Map - Tract D
3. Sage Meadows Tract D Replat
4. Planning Commission Findings for Approval
5. Third Amendment to Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision
6. Operating, Maintenance and Easement Agreement
7. Termination Agreement
8. 2008 Agreement for Shared-Use Well and Sanitary Sewer Easement and Infrastructure

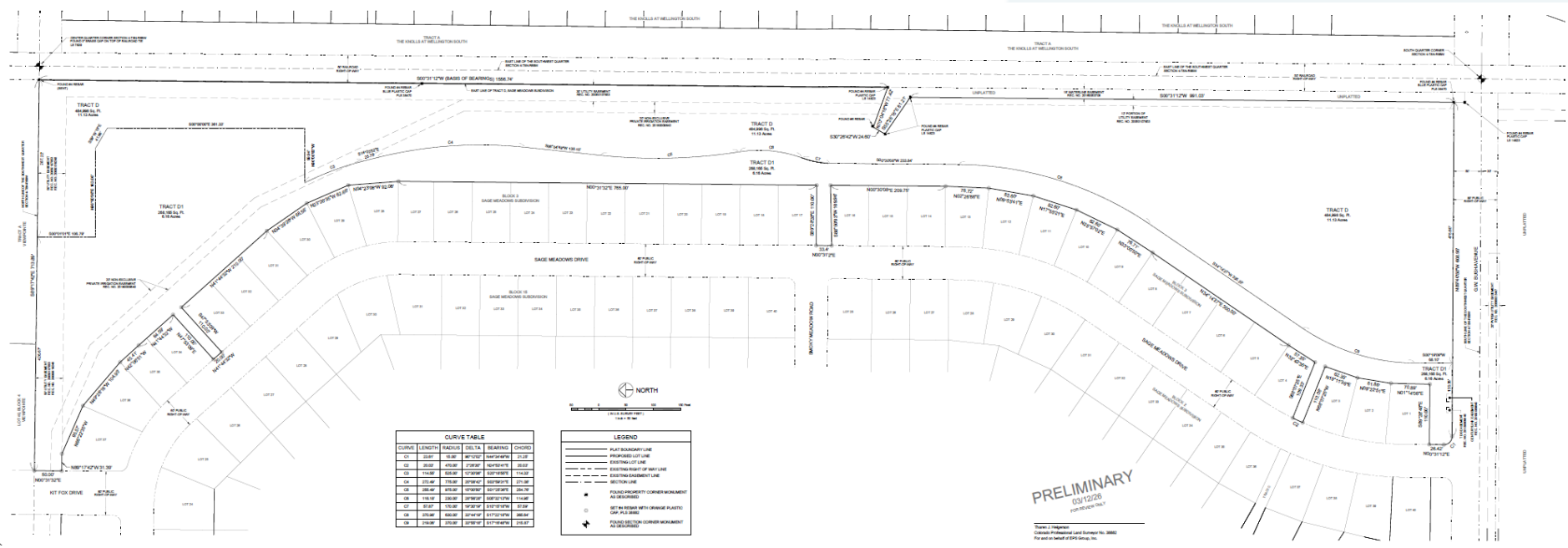
Tract D, Sage Meadows Subdivision Major Subdivision, Preliminary and Final Plat

Cody Bird, Planning Director
July 28, 2026 Board of Trustees Meeting



Project Overview

- Project site – 3500 GW Bush Ave
- East of Sage Meadows subdivision, west of the railroad
- 17.28 acres
- Divide existing Tract D into two separate tracts for operational and administrative purposes
- No physical changes proposed to site



Application and Review Process

Major Subdivision

- The Major Subdivision is for a replat of Tract D, Sage Meadows Subdivision.
- Major subdivisions require approval of a preliminary plat and a final plat. Staff recommends considering both concurrently.
- The Planning Commission held a public hearing on July 13, 2026.
 - The Planning Commission adopted Findings for Approval, and voted to forward a recommendation of approval to the Board of Trustees.
- The Board of Trustees will need to consider testimony presented during the public hearing.
- The Board of Trustees may choose to approve the plat, approve the plat with conditions, or deny the plat.

Findings For Approval – Preliminary Plat (15-2-170(d))

- 1) The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Comprehensive Plan.
- 2) The land use mix within the project conforms to the Town's Zoning District Map and furthers the goals and policies of the Comprehensive Plan including:
 - a. The proposed development promotes the Town's small town, rural character;
 - b. Proposed residential development adds diversity to the Town's housing supply;
 - c. Proposed commercial development will benefit the Town's economic base;
 - d. Parks and open space are incorporated into the site design;
 - e. The proposed project protects the Town's environmental quality; and
 - f. The development enhances cultural, historical, educational and/or human service opportunities.

Findings For Approval – Preliminary Plat (15-2-170(d))

- 3) The utility design is adequate at a capacity that promotes the Town's character while strengthening the Town's vitality.
- 4) The transportation design meets the intent of the Comprehensive Plan to provide increased connectivity, reduce traffic impacts, and encourage walkability.
- 5) Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.
- 6) There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within the Town, according to the Town's goals.

Findings For Approval – Final Plat (15-2-170(g))

- 1) The final plat conforms with the approved preliminary plat and incorporates recommended changes, modifications and conditions attached.
- 2) The development will substantially comply with the Design and Development Standards as set forth in this Code.
- 3) All applicable technical standards have been met.

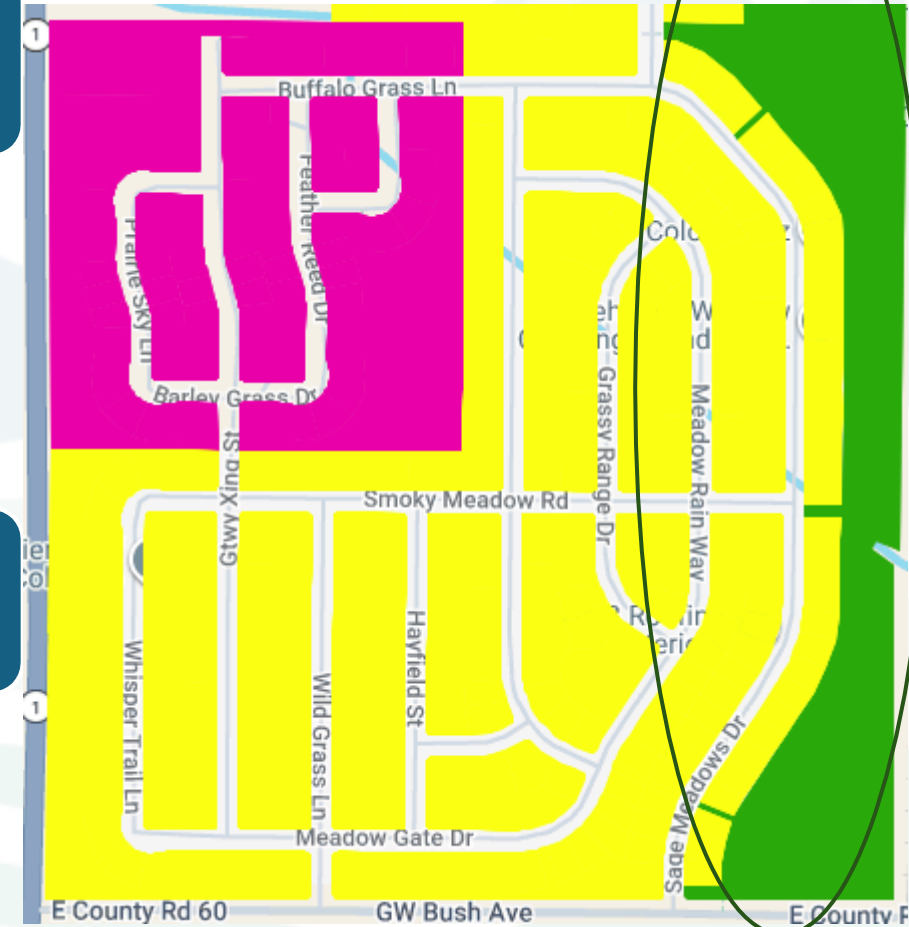
Relationship to Comprehensive Plan and Land Use Code

Parks & Open Space Designation

- Open spaces are identified as areas to “provide passive recreation opportunities on undeveloped, non-irrigated lands”

Public Zoning District

- Intended for “public parks, playgrounds, recreation facilities, and public and quasi-public buildings”





The Proposal

- Tract D is currently owned by SH Development Company, LLC (the developer).
- The Development Agreement for Sage Meadows obligates the developer to separate ownership and long-term maintenance responsibilities for existing public improvements and HOA facilities.
- The proposed new Tract D1 would be owned and maintained by the Sage Meadows HOA. Tract D1 includes the water well and irrigation pond, trail, sidewalk along GW Bush Ave., and subdivision entrance features.
- The remaining portion of Tract D would be owned and maintained by the Town. Tract D will include the stormwater detention pond, stormwater pumping station, drainage outfall structure, fence, and portions of the irrigation system.
- No new land use or development changes are proposed for the site.

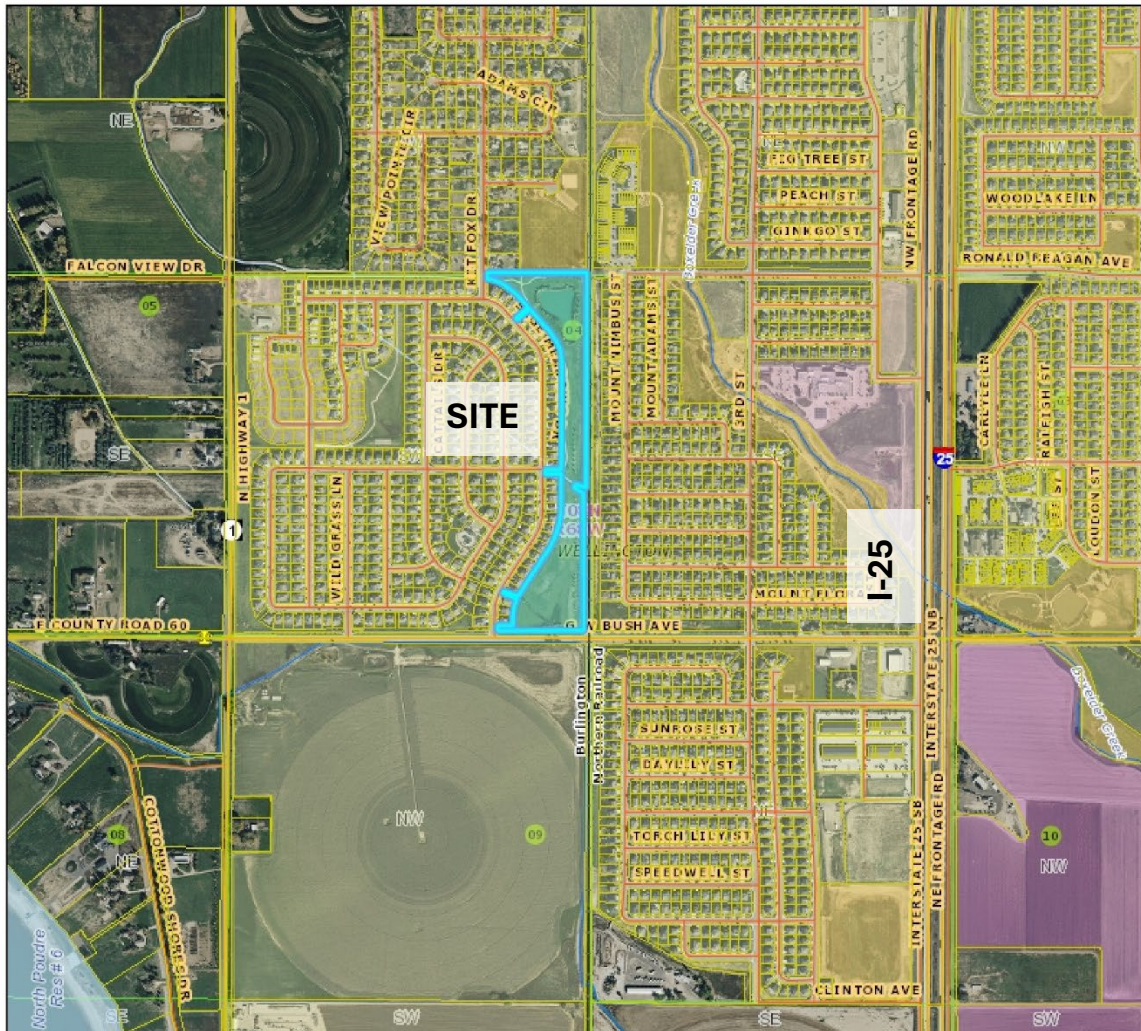
Planning Commission and Staff Recommendation

- The Preliminary Plat and Final Plat may be considered concurrently.
 - The Findings for Approval for a Preliminary Plat are satisfied.
 - The Findings for Approval of a Final Plat are satisfied.
 - The Planning Commission forwarded a recommendation for approval along with its adopted Findings for Approval.
-
- Staff recommends the Board of Trustees approve the Preliminary Plat and Final Plat for Sage Meadows Tract D Replat based on the Findings for Approval recommended by the Planning Commission.

LOCATION MAP: 3500 GW Bush Ave, Wellington, CO



Larimer County Web Map



Legend			Notes	
Tax Parcels	Incorporated Areas	Leta_2025_mosaic		
Railroads	PLSS Township and Range	Red: Band_1		
Major Road System	PLSS Sections	Green: Band_2		
Road System	PLSS Quarter Sections	Blue: Band_3		
Lakes and Ponds	City or Town			

0.1 0 0.1 Miles
Date Prepared: 5/5/2026 11:08:39 AM

Scale
1: 12,000



This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.

SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
A REPLAT OF TRACT D, SAGE MEADOWS SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

LEGAL DESCRIPTION:

A parcel of land located in the Southwest Quarter of Section 4, Township 8 North, Range 68 West of the 6th Principal Meridian, Town of Wellington, County of Larimer, State of Colorado and being more particularly described as follows:

Tract D, Sage Meadows Subdivision, as recorded on February 16, 2018 as Reception No. 20180009840 of the Larimer County records.

Said parcel contains 17.29 acres (753,163 square feet), more or less, and maybe subject to easements and right-of-ways now on record or existing.

DEDICATION OF PUBLIC PROPERTY:

Know all men by these presents that SH Development Company, LLC, a Colorado Limited Liability Company, being the owner(s) of the real property described in this Plat has caused the real property to be surveyed, laid out and subdivided under the name of SAGE MEADOWS TRACT D REPLAT, and does hereby sell, grant, dedicate and convey to the Town of Wellington in fee simple, free and clear of all liens and encumbrances, and set apart, and the Town of Wellington hereby accepts such conveyance and dedication of, all of the easements and public rights-of-way as shown on the accompanying plat to the use of the public forever. The owner shall be responsible for construction and maintenance of all improvements of said streets, easements, public ways and places, until acceptance of maintenance therefor by the Town as provided in the Wellington Municipal Code.

CERTIFICATE OF OWNERSHIP:

I certify that SH Development Company, LLC, a Colorado Limited Liability Company is/are the owner(s) of the property and hereby consent to this plat and to the conveyance and dedication all of the streets, roads, alleys, easements, public ways, and places shown hereon.

OWNER: SH Development Company, LLC, a Colorado Limited Liability Company

BY: _____
Daren L. Roberson, Manager

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Daren L. Roberson as Manager of SH Development Company, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal

My commission expires: _____

Notary Public

ASSOCIATION:

I certify that Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit corporation, is/are the owner(s) of the property and hereby consent to this plat and to the conveyance and dedication all of the streets, roads, alleys, easements, public ways, and places shown hereon.

OWNER: Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit corporation

BY: _____
X, Manager

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by X as Manager of Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal

My commission expires: _____

Notary Public

BOARD OF TRUSTEES CERTIFICATE

Approved this _____ day of _____, 2025, by the Board of Trustees, Wellington, Colorado. This approval is conditional upon all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutter, street lights, street signs, and sidewalks shall be financed by others and not the Town.

Mayor

PLANNING COMMISSION CERTIFICATE

Approved this _____ day of _____, 2025,

By the Town Planning and Zoning Commission, Wellington, Colorado.

Chairperson

ATTORNEY'S CERTIFICATION

I, Jeffrey J. Johnson, an attorney licensed to practice law in the State of Colorado, certify that I have examined title to the above described land dedicated to the Town of Wellington, Colorado, with such land described in Order No. FCIF25215097, Policy No. PIB25215097.28723725, dated July 15, 2025, prepared by Land Title Guarantee Company and Old Republic National Title Insurance Company and that based solely on such property information binder, all persons executing the dedication of this plat are the owners or duly authorized signatories of such land in fee simple, such land is free and clear of all liens and encumbrances, EXCEPT encumbrances set forth in such property information binder (and, for avoidance of doubt, taxes not yet due and payable).

Attorney: _____

Address: 323 South College Avenue, #1 Fort Collins, Colorado 80524

Registration No.: 19,821

SURVEYOR NOTES:

- The lineal unit of measurement for this plat is U.S. Survey Feet.
- The Basis of Bearings is the easterly-most line of Tract D, Sage Meadows Subdivision, as bearing South 00° 31' 12" West, with the North end being monumented by a found #4 rebar, and the South end being monumented by a found #4 rebar with a plastic cap, stamped LS 14823; with all bearings contained herein relative thereto.
- For all information regarding easements, right-of-way or title of record, EPS Group relied upon Order No. FCIF25215097, Policy No. PIB25215097.28723725, dated July 15, 2025, prepared by Land Title Guarantee Company and Old Republic National Title Insurance Company.
- FLOOD ZONE DESIGNATION: Said described property is located within "Zone X" (area of minimal flood hazard), according to Federal Emergency Management Agency (FEMA) Flood Map No. 08069C0767F and Flood Map No. 08069C0759F, both with an effective date of December 19, 2006.
- Neither EPS Group nor the Professional Land Surveyor listed hereon has the expertise to address mineral rights, and recommends the owner retain an expert to address these matters. EPS Group and the Professional Land Surveyor listed hereon assumes no responsibility for the mineral rights upon the subject property.
- A copy of the title commitment and the documents contained therein were provided to the owner, client and attorney listed hereon for their use and review.
- Not all documents listed in the title commitment are plottable or definable by their terms. All easements that are definable by their descriptions are shown hereon with sufficient data to establish their position. Owner, Client and others should refer to the title commitment and those documents listed therein for a true understanding of all rights of way, easements, encumbrances, interests and title of record concerning the subject property.
- For easements created by separate document and shown hereon refer to record document for specific terms.
- Easements and other record documents shown or noted hereon were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- Adjacent property owner information per the Larimer County Land Information Locator.
- Per C.R.S. 38-51-105 (3)(a), (3)(b), (4)(b), (4)(c), & 5, the Developer/Owner of the subdivision plat has the requirement of providing monumentation of the interior corners created by this platting procedure within one year of the effective date of a sales contract. The Surveyor of record of said subdivision plat has only the required responsibility of providing for the on the ground monumentation of the external boundary of the subdivision plat.
- The Professional opinion of the Surveyor is not a determination of law, nor a matter of fact.
- Tract D and Tract D1 are subject to the terms and conditions of that certain Maintenance and Water Storage Facility Agreement recorded with the Larimer County Clerk and Recorder, Colorado on _____, 2025 at Reception Number _____ ("Maintenance Agreement"). Tract D shall be owned and maintained by the Town of Wellington, Colorado pursuant to the Maintenance Agreement. Tract D-1 shall be owned and maintained by Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit corporation pursuant to the Maintenance Agreement.

APPLICANT

SH Development Company, LLC
395 Delozier Drive, Unit 110
Fort Collins, Colorado 80524
Phone: (970) 224-3103

SITE ENGINEER

EPS Group, Inc.
Blaine Mathisen, PE
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
Phone: (970) 488-3901

SITE SURVEYOR

EPS Group, Inc.
Tharen Helgerson, PLS
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
Phone: (970) 221-4158



VICINITY MAP
1" = 2000'

Land Use Table			
Parcel	Description	Dedication	Intended Ownership/Maintenance By
D	Open Space	Drainage, Irrigation, Utility & Access Easement	Town of Wellington
D1	Open Space	Drainage, Irrigation, Utility & Access Easement	HOA

SURVEYOR'S STATEMENT

I, Tharen J. Helgerson, a Colorado Professional Land Surveyor do hereby certify that this Subdivision Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon were found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

PRELIMINARY
03/12/26
FOR REVIEW ONLY

Tharen J. Helgerson
Colorado Professional Land Surveyor No. 38882
For and on behalf of EPS Group, Inc.

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

SECTION:
4
TOWNSHIP:
8 NORTH
RANGE:
68 WEST OF 6TH P.M.

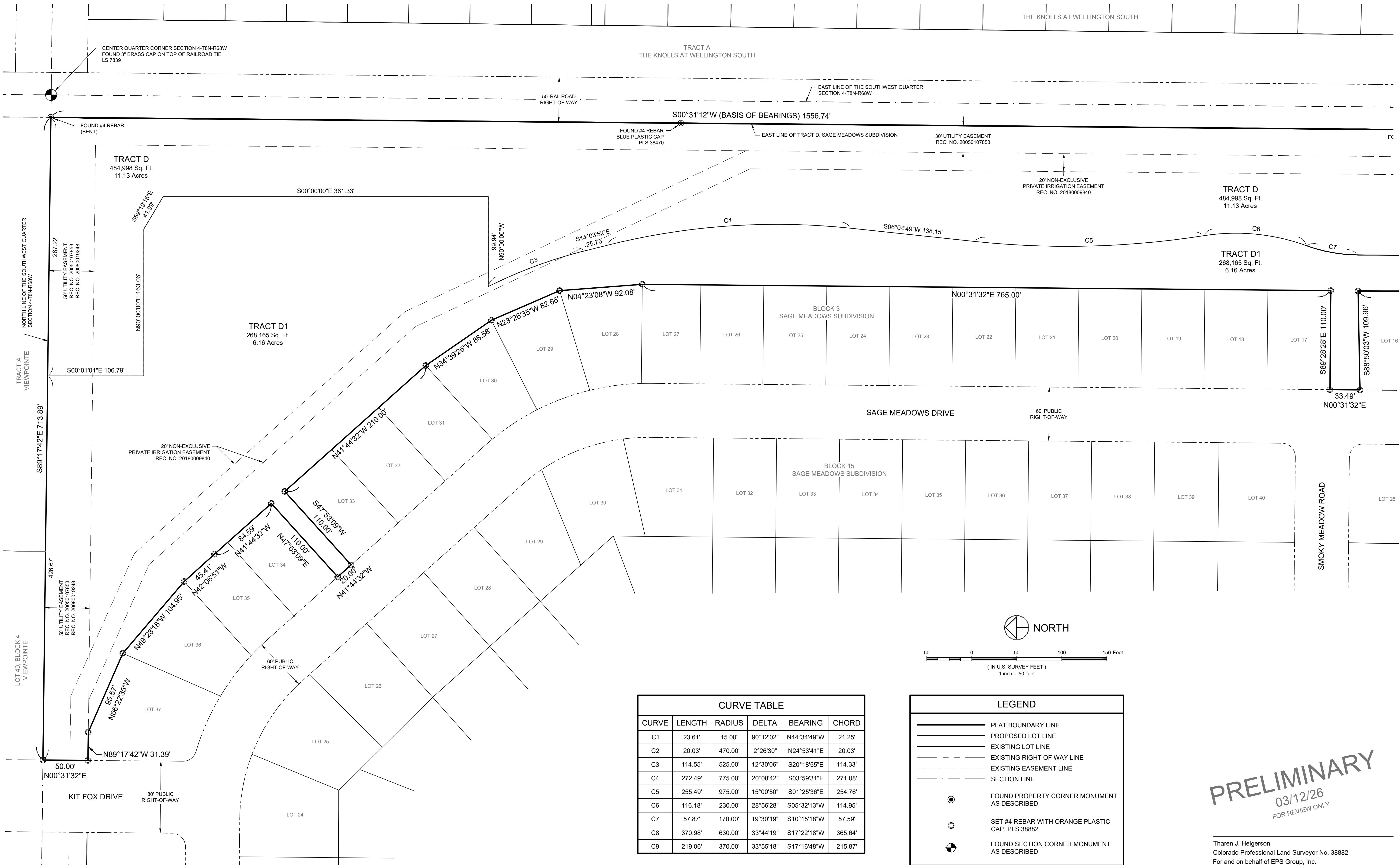
PROJECT:
992-002
CLIENT:
SH DEVELOPMENT
DRAWN BY:
T. HELGERSON
DATE:
03/12/26
SCALE:
1" = 50'
REVIEWED BY:
R. TESSELY



SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

Sheet
1
Of 3 Sheets

SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
A REPLAT OF TRACT D, SAGE MEADOWS SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	23.61'	15.00'	90°12'02"	N44°34'49"W	21.25'
C2	20.03'	470.00'	2°26'30"	N24°53'41"E	20.03'
C3	114.55'	525.00'	12°30'06"	S20°18'55"E	114.33'
C4	272.49'	775.00'	20°08'42"	S03°59'31"E	271.08'
C5	255.49'	975.00'	15°00'50"	S01°25'36"E	254.76'
C6	116.18'	230.00'	28°56'28"	S05°32'13"W	114.95'
C7	57.87'	170.00'	19°30'19"	S10°15'18"W	57.59'
C8	370.98'	630.00'	33°44'19"	S17°22'18"W	365.64'
C9	219.06'	370.00'	33°55'18"	S17°16'48"W	215.87'

LEGEND	
	PLAT BOUNDARY LINE
	PROPOSED LOT LINE
	EXISTING LOT LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING EASEMENT LINE
	SECTION LINE
	FOUND PROPERTY CORNER MONUMENT AS DESCRIBED
	SET #4 REBAR WITH ORANGE PLASTIC CAP, PLS 38882
	FOUND SECTION CORNER MONUMENT AS DESCRIBED

PRELIMINARY
03/12/26
FOR REVIEW ONLY

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Colorado Professional Land Surveyor No. 38882
For and on behalf of EPS Group, Inc.

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PROJECT:
992-002

TOWNSHIP:
8 NORTH

SCALE:
1" = 50'

CLIENT:
SH DEVELOPMENT

RANGE:
68 WEST OF 6TH P.M.

REVIEWED BY:
R. TESSELY

DRAWN BY:
T. HELGERSON

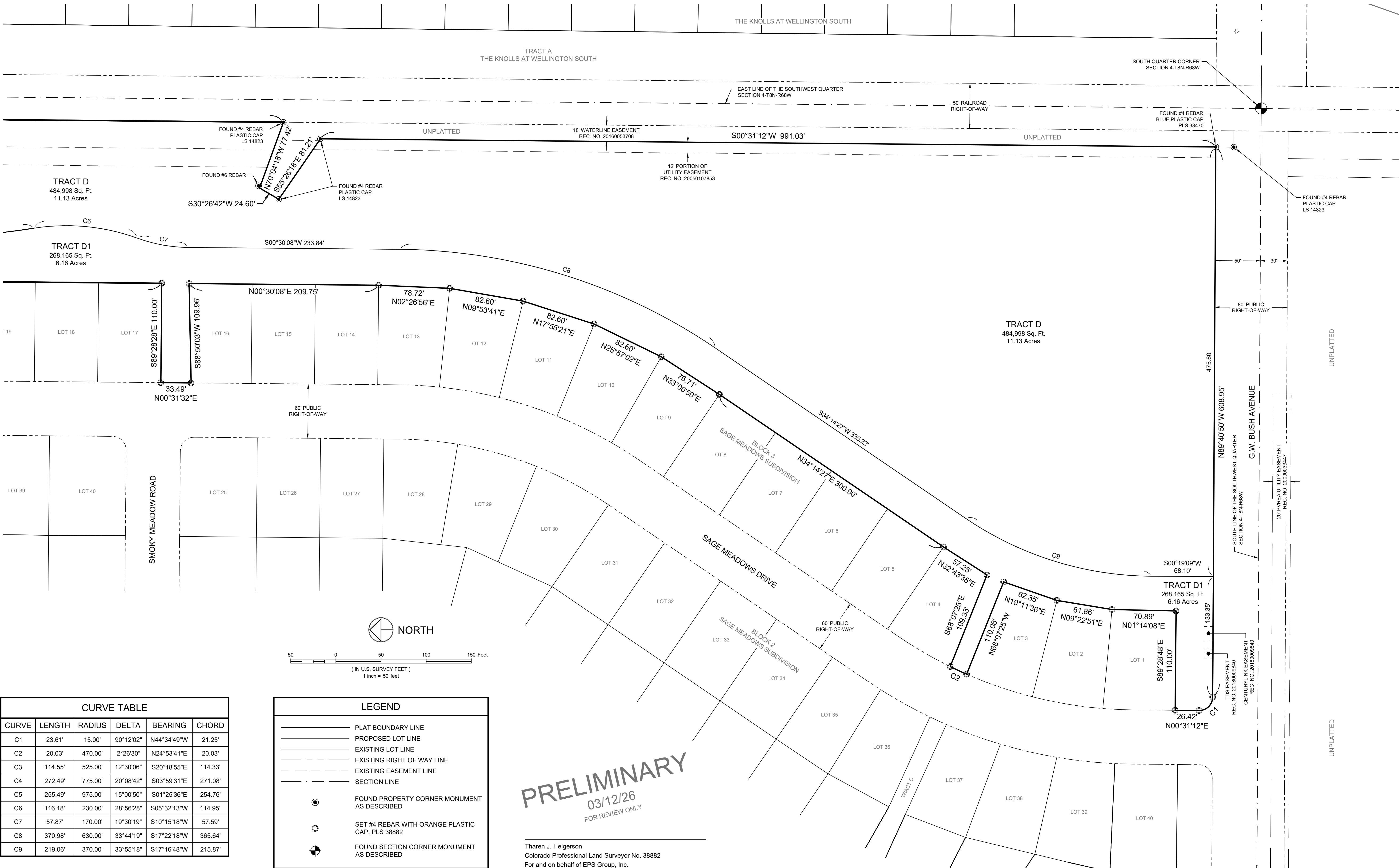
SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

Sheet
2
Of 3 Sheets

EPS GROUP

970.221.4158
eps@epsinc.com
ARIZONA | COLORADO

SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
A REPLAT OF TRACT D, SAGE MEADOWS SUBDIVISION
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TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



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	PLAT BOUNDARY LINE
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PRELIMINARY
03/12/26
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DATE:
03/12/26

PROJECT:
992-002

TOWNSHIP:
8 NORTH

SCALE:
1" = 50'

CLIENT:
SH DEVELOPMENT

RANGE:
68 WEST OF 6TH P.M.

REVIEWED BY:
R. TESSELY

DRAWN BY:
T. HELGERSON

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eps@epsinc.com
ARIZONA | COLORADO

SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

Sheet
3
Of 3 Sheets

S:\Survey Jobs\992-002\Drawings\992-002_PLAT_Tract D.dwgPage 50 of 250



Planning Commission Findings for Approval Major Subdivision of Sage Meadows Tract D Replat.

Public Hearing held on July 13, 2026; Recommended Approval with a 4-0 vote

The Findings for Approval for a Preliminary Plat are listed below (in **bold** text), along with the Planning Commission recommendation for each finding (in regular text).

Findings for Approval (Land Use Code Section 15-2-170(d))

1) The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Comprehensive Plan.

- The proposed plat divides the existing Tract D into two tracts: Tract D and Tract D1. The subdivision is intended to establish separate ownership and maintenance responsibilities for existing public improvements and HOA-owned infrastructure. Tract D will be owned and maintained by the Town and includes the stormwater detention pond, stormwater pumping station, stormwater force main, drainage outfall structure, fencing, and portions of the non-potable irrigation system. Tract D1 will be owned and maintained by the Sage Meadows Homeowners Association and includes the non-potable irrigation system, the Hehn Water Well, irrigation pond, trail/sidewalk, and neighborhood entrance feature. The proposed subdivision is consistent with the ownership intent established in the Sage Meadows Development Agreement.
- The property will continue to function as open space. Existing uses, including the trail, irrigation facilities, and stormwater infrastructure, will remain unchanged. The proposed replat would not change the existing uses but will establish clear ownership and maintenance responsibilities for both the Town and the HOA.
- Many of the subdivision design standards contained in the Land Use Code are not directly applicable because no new development or site modifications are proposed. At a broader level, the purpose of the Land Use Code is to "create a vital, cohesive, well-designed community in order to enhance the Town's small-town character and further the residents' goals as identified in the Comprehensive Plan." Staff finds the proposal most directly supports the Comprehensive Plan goal of "Reliable and Resilient Public Services (Facilities & Programs). The subdivision of Tract D helps to clearly define the long-term ownership and maintenance responsibilities for existing public infrastructure and open space.

2) The land use mix within the project conforms to the Town's Zoning District Map and furthers the goals and policies of the Comprehensive Plan including:

- a. The proposed development promotes the Town's small town, rural character;**
 - b. Proposed residential development adds diversity to the Town's housing supply;**
 - c. Proposed commercial development will benefit the Town's economic base;**
 - d. Parks and open space are incorporated into the site design;**
 - e. The proposed project protects the Town's environmental quality; and**
 - f. The development enhances cultural, historical, educational and/or human service opportunities.**
- The property is zoned P - Public. The intent of the P - Public District is to "identify and perpetuate the existence of public parks, playgrounds, recreation facilities, and public and quasi-public buildings..." The Future Land Use Map in the Comprehensive Plan identifies the property as "Parks and Open Space." Open spaces are identified as "providing passive recreation opportunities on undeveloped, non-irrigated lands."
 - The proposed subdivision does not alter the property's zoning, land use, or open space function. Instead, it supports the long-term preservation and maintenance of these existing uses by establishing ownership responsibilities.
 - Although the proposal does not directly affect housing diversity or commercial development, well-maintained parks and open space contribute to the Town's small-town character, environmental quality, neighborhood livability, and overall attractiveness to residents and businesses. Staff finds the proposal is consistent with both the zoning designation and the Future Land Use Map recommendation of the Comprehensive Plan by enabling a long-term future for the open space uses of the property.

3) The utility design is adequate at a capacity that promotes the Town's character while strengthening the Town's vitality.

- Tract D is already developed for open space and includes existing improvements and utility infrastructure. There are no changes proposed to the existing utility infrastructure associated with this replat.
- The site contains an existing irrigation system that will continue to serve both Tract D and Tract D1. The site also contains a stormwater drainage system and pumping system. The maintenance responsibilities of the existing utilities will be defined in a proposed Operating, Maintenance and Easement Agreement that will be considered by the Board of Trustees along with the subdivision plat. Maintenance responsibilities will be allocated between the Town and the HOA in accordance with the Operating, Maintenance and Easement Agreement.
- Because the subdivision does not create additional development or utility demand, the existing infrastructure remains adequate. The proposed replat strengthens long-term

operation and maintenance by clearly assigning ownership and maintenance responsibilities between the Town and the HOA.

4) The transportation design meets the intent of the Comprehensive Plan to provide increased connectivity, reduce traffic impacts, and encourage walkability.

- The proposed subdivision does not include any changes to the existing transportation network and will not generate additional traffic. Existing streets, sidewalks, and trails will remain unchanged.
- The existing trail on the property serves both Sage Meadows residents and the Town's broader trail system. The proposed Operating, Maintenance and Easement Agreement provides that the trail/sidewalk will continue to be maintained in accordance with Town standards. While no physical changes are proposed, the subdivision of the Tract establishes clear ownership and maintenance responsibilities that support the long-term functionality of the trail infrastructure.

5) Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.

- The proposed subdivision will not adversely affect adjacent properties. No physical improvements, changes in land use, or changes to the operation of existing facilities are proposed.
- Existing open space, trail/sidewalk, irrigation facilities, and stormwater infrastructure will remain and continue to serve the surrounding neighborhood. By clarifying ownership and maintenance responsibilities between the Town and the Sage Meadows Homeowners Association, the proposal supports the continued maintenance of these facilities and benefits both adjacent property owners and the community as a whole.

6) There is a need or desirability within the community for the applicant's development and the development that will help achieve a balance of land use and/or housing types within the Town, according to the Town's goals.

- The proposed subdivision will not change the existing development pattern of the area. The subdivision will provide a clear division of ownership and maintenance responsibilities for the improvements existing within the Tract. Defining the maintenance responsibilities supports the long-term operation and maintenance of public infrastructure and preserves existing amenities that benefit Wellington residents.
- Because the proposal is not intending to change existing land uses, it maintains the community's established balance of land uses.
- The proposed subdivision implements a requirement of the approved Sage Meadows Development Agreement by establishing separate ownership of public and HOA facilities, thereby reducing the potential for future uncertainty regarding maintenance responsibilities.

The Findings for Approval for a Final Plat are listed below (in **bold** text), along with the Planning Commission recommendation for each finding (in regular text).

Findings for Approval (Land Use Code Subsection 15-2-170(g))

1) The final plat conforms with the approved preliminary plat and incorporates recommended changes, modifications and conditions attached to the approval of the preliminary plat unless otherwise approved by the Town Board.

- The Preliminary and Final Plats are being reviewed concurrently because the proposal does not include physical changes to the site or modifications between the preliminary and final plat stages. As submitted, the Preliminary and Final Plats are aligned. Any conditions required by the Planning Commission or the Board of Trustees can be reflected on the Final Plat prior to recording.

2) The development will substantially comply with the Design and Development Standards as set forth in Article 5 of this Code.

- The proposed subdivision does not include any proposed changes to the existing site. Existing improvements were reviewed and approved as part of the original Sage Meadows Subdivision and will remain unchanged. The proposed replat does not affect compliance with the applicable Design and Development Standards.

3) All applicable technical standards have been met.

- The proposed subdivision does not require construction of new public improvements or modifications to existing infrastructure. Staff has reviewed the Final Plat and finds that it satisfies the applicable technical requirements of the Land Use Code for a subdivision of this nature. Minor revisions are requested to text and labels on the plat for clarity and to reflect proper naming and signature blocks, and can be addressed on the final plat prior to signing and recording.

**THIRD AMENDMENT TO MEMORANDUM OF AGREEMENT
FOR PUBLIC IMPROVEMENTS
("Sage Meadows Subdivision")**

THIS THIRD AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS (this "**Amendment**") is made and entered into this ___ day of _____, 2026, by and between the TOWN OF WELLINGTON, COLORADO, a municipal Corporation, hereinafter referred to as the "**Town**," SH DEVELOPMENT COMPANY, LLC, a Colorado limited liability company, hereinafter referred to as "**Owner**," and SH OF COLORADO, INC., a Colorado corporation, hereinafter referred to as "**Developer**."

WITNESSETH:

WHEREAS, the Memorandum of Agreement for Public Improvements was recorded February 16, 2018 at Reception Number 20180009848, as amended by that certain First Amendment to Memorandum of Agreement for Public Improvements recorded April 4, 2019 at Reception Number 20190016959, and as amended by that certain Second Amendment to Memorandum of Agreement for Public Improvements recorded October 12, 2021 at Reception Number 20210101813 of the records of the Clerk and Recorder of Larimer County, Colorado for the residential subdivision commonly known as Sage Meadows, Town of Wellington, Colorado (collectively, the "**Master Agreement**"); and

WHEREAS, the Master Agreement provides that the Town is a member of Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit Corporation ("**Association**"), has one vote in the Association, and pays one residential Lot assessment for the use of the Non-Potable Water System (defined below). The Town and the Association are parties to this Amendment, in part, to confirm and ratify the Town's membership and one vote in the Association. This Amendment also defines and limits the fee paid by the Town to a prorata share of the direct costs related to only the Non-Potable Water System. This definition and limitation is reasonable and necessary because one residential Lot assessment includes various other costs such as trash service, community pool expenses, and general common area landscape and maintenance all of which are unrelated to the Non-Potable Water System. Section 5 below defines the fee paid by the Town; and

WHEREAS, the Master Agreement pertains to the property within the Sage Meadows Subdivision, Town of Wellington, County of Larimer, State of Colorado, subject to the plat recorded with the Larimer County Clerk and Recorder, Colorado on February 16, 2018 at Reception Number 20180009840 ("**Sage Meadows Subdivision**"), and the expansion property subject to the Sage Meadows Second Subdivision pursuant to that certain plat recorded with the Larimer County Clerk and Recorder, Colorado on November 5, 2021 at Reception Number 20210101814 ("**Sage Meadows Second Subdivision**"). The Sage Meadows Second Subdivision (approximately 35.008 acres) is immediately adjoining, and northwest of, the Sage Meadows Subdivision (approximately 116.03 acres). The Sage Meadows Second Subdivision and the Sage Meadows Subdivision are collectively referred to as "**Sage Meadows**"; and

WHEREAS, the Developer is the Declarant under that certain Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded July 24, 2018 at

Reception Number 20180044967, and supplemented by: (i) the First Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded April 16, 2019 at Reception Number 20190018856; (ii) the Second Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded January 31, 2020 at Reception Number 20200007006; (iii) the Third Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded March 2, 2020 at Reception Number 20200014158; (iv) the Fourth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded July 10, 2020 at Reception Number 20200050985; (v) Fifth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded August 26, 2024 at Reception Number 20240035540; (vi) Sixth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded August 18, 2024 at Reception Number 20240044084; and (vii) Seventh Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded January 9, 2025 at Reception Number 20250001038. The Declaration of Protective Covenants, Conditions and Restrictions together with all Supplements thereto are hereinafter referred to as the “**Protective Covenants**”; and

WHEREAS, the Sage Meadows Subdivision plat creates a parcel of land defined as Tract D upon which certain improvements are currently constructed and operating for the benefit of Sage Meadows.

WHEREAS, the improvements currently constructed and operating on Tract D include the following: the storm water detention pond located in the southern portion of Tract D (“**Detention Pond**”), the pump lift station (“**Pumping Station**”) to convey storm water through a forced main pipe (“**Forced Main**”) northward the length of Tract D to an outfall structure (“**Outfall Structure**”) located in the northeast corner of Tract D, and the associated stormwater detention facilities (collectively, the “**Storm Sewer Improvements**”); the security and privacy fence running parallel to the railroad right of way on the eastern side of Tract D (“**Fence**”); Hehn Well and Pumping System with Subterranean Water Well Priority No. 260 S.W., Appropriation Date: December 1, 1946; Adjudication Date: September 10, 1953, CA 11217 (the “**Hehn Water Well**”); well water irrigation storage pond (“**Irrigation Pond**”); a portion of the non-potable irrigation system consisting of underground lines, sprinkler heads, water meter and other irrigation fixtures connected to the Hehn Water Well and the Irrigation Pond (“**Non-Potable Water System**”); pedestrian sidewalk (“**Sidewalk**”); subdivision monument sign and entrance features (“**Entrance Features**”); and general open space and landscaping features such as grasses, shrubs and trees on Tract D (“**Open Space**”). Tract D is currently owned by the Owner and the improvements located on Tract D are subject to the Master Agreement and the Protective Covenants; and,

WHEREAS, the Master Agreement and the Protective Covenants provide for the subdivision of Tract D consistent with the ongoing operation, maintenance, repair and replacement obligations for the improvements noted above; and,

WHEREAS, the Town Board, following the recommended approval by the Planning Commission, approved on _____, 2026 the Major Subdivision Sage Meadows Tract D Replat (the

“**Tract D Replat**”) by Ordinance _____. The Tract D Replat subdivides Tract D, Sage Meadows Subdivision, into two (2) Tracts known as “**Tract D**” and “**Tract D1**,” and,

WHEREAS, Tract D includes the Storm Sewer Improvements, the Fence, and that portion of the Non-Potable Water System located on Tract D1, and general landscaping features such as grasses, shrubs and trees (collectively, “**Tract D Improvements**”); and,

WHEREAS, the Master Agreement and the Protective Covenants provide that, following completion of the Tract D Replat, the Owner will convey ownership of Tract D together with the Tract D Improvements to the Town; and,

WHEREAS, Tract D1 includes the Hehn Water Well, Irrigation Pond, that portion of the Non-Potable Water System located on Tract D1, Sidewalk, Entrance Features, and general landscaping features such as grasses, shrubs and trees (collectively, “**Tract D1 Improvements**”); and,

WHEREAS, the Master Agreement and the Protective Covenants provide that, following completion of the Tract D Replat, the Owner will convey ownership of Tract D1 together with the Tract D1 Improvements to the Association; and,

WHEREAS, in connection with and pursuant to the Master Agreement and the Protective Covenants, the parties desire to set forth certain terms and obligations with respect to the Tract D Replat and the subsequent operation, maintenance, repair and replacement of the Tract D Improvements and the Tract D1 Improvements; and

WHEREAS, the parties have utilized the same definitions as contained in the Master Agreement unless a contrary intent is evidenced herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, Master Agreement is amended as follows:

1. Tract D Replat; Tract Deeds. The Owner shall record the Tract D Replat with the Larimer County Clerk and Recorder, Colorado together with a copy of this Amendment and shall coordinate such recordings with Town staff. Contemporaneous with such recordings, the Owner shall execute and record a good and sufficient Bargain and Sale Deed conveying Tract D to the Town and Tract D1 to the Association.

2. Operating, Maintenance and Easement Agreement. Effective contemporaneous with execution of this Amendment, the Town and the Association shall execute that certain Operating, Maintenance and Easement Agreement (Sage Meadows Tract D Replat) providing for the parties respective rights and obligations for the operation, maintenance, repair and replacement of the Tract D Improvements and the Tract D1 Improvements (“**Maintenance Agreement**”). Contemporaneous with the recording of this Amendment, the Town shall record the fully executed Maintenance Agreement with the Larimer County Clerk and Recorder.

3. Tract D Improvements. Pursuant to the Maintenance Agreement, the Town at its cost and expense shall be responsible for the operation and upkeep of Tract D, and for the operation, maintenance, repair and replacement of the Tract D Improvements. The Association shall not contribute toward any costs for the operation, maintenance, repair or replacement of the Tract D Improvements.

4. Tract D1 Improvements. Pursuant to the Maintenance Agreement, the Association at its cost and expense is responsible for the operation and upkeep of Tract D1, and for the operation, maintenance, repair and replacement of the Tract D1 Improvements. The Town shall not contribute toward any costs for the operation, maintenance, repair or replacement of the Tract D1 Improvements.

5. Use of Non-Potable Water System on Tract D.

5.1 The Parties agree that the Town may continue to access and use the Non-Potable Water System to provide irrigation water for Tract D (“**Tract D Irrigation System**”). The right and obligations to utilize the Non-Potable Water System for the benefit of Tract D shall be appurtenant to and run with Tract D and any owners thereof and their successors or assigns. The Town shall be responsible for the operation, maintenance, repair and replacement of the Tract D Irrigation System pursuant to the Maintenance Agreement including any water meter and connection of the Tract D Irrigation System to the Non-Potable Water System.

5.2 Association will make all decisions regarding the operation, maintenance, repair and replacement of the Non-Potable Water System including, but not limited to, the seasonal start and end date for the Non-Potable Water System, and shall maintain the Non-Potable Water System in good working order and condition consistent with reasonable industry standards. The Association may also proscribe or limit water delivery to Tract D if such limitations are reasonably necessary to protect or preserve the equipment serving the Non-Potable Water System; provided, however, that any such limitation shall be applied in a uniform and equitable manner to all users of the Non-Potable Water System, and the Association shall provide at least ten (10) days' prior written notice to the Town, except in the case of an emergency. The Association may also establish or limit certain watering days, and adopt restrictions and/or tiered water use rates, in a uniform and equitable manner applicable to all users of the Hehn Water Well if such restrictions and/or tiered water use rates are reasonably necessary to protect or preserve the water supply available from the Hehn Water Well (collectively, “**Water Conservation**”); provided, however, that the Association shall provide at least thirty (30) days' prior written notice to the Town before adopting any Water Conservation policy that would affect the Town, and shall provide the Town a reasonable opportunity to review and comment on the proposed policy. Any Water Conservation policy shall apply to all residential Lots, Outlot A and Outlot B within Sage Meadows Second Subdivision (“**Outlot**”), and Tract D in a uniform and equitable manner without consideration to the relative square feet of Tract D, a residential Lot, or an Outlot, or the relative percentage of the Tract D, a residential Lot or an Outlot that is covered with irrigated landscape.

5.3 The Town shall pay a fee to the Association as provided herein which fee amends, replaces and is paid in lieu of the one (1) residential assessment paid pursuant to Section 3.d) of the Memorandum of Agreement for Public Improvements recorded February 16, 2018. The

Town remains a member of the Homeowner's Association and retains one vote in the Association pursuant to Section 3.d). The amount charged to the Town is based on a prorata share of the Water Delivery Cost (defined below) without consideration to the relative square feet of Tract D, a residential Lot, or an Outlot, or the relative percentage of Tract D, residential Lot, or an Outlot covered with irrigated landscape. The Hehn Water Well historically irrigated all lands within Sage Meadows and as such the Town as the owner of Tract D, each residential lot, each Outlot, and each tract of open space or common area, owned by the Association or the Town, are all entitled to receive irrigation water without any charge for the value of the water delivered or the quantity of water delivered unless the Association subsequently adopts Water Conservation policies as provided herein.

The Association shall calculate every seven (7) years its estimated actual cost of the operation, maintenance, repair and replacement reserve for the Non-Potable Water System. Such costs shall include electricity, routine equipment maintenance, seasonal costs to start up and shut down the Non-Potable Water System, a reasonable operating reserve supported by third-party analysis, and a reasonable allocation of the Association's management fee attributed to the Non-Potable Water System ("**Water Delivery Cost**"). The Water Delivery Cost specifically excludes any charge for the value of the water delivered or the quantity of water delivered unless the Association subsequently adopts Water Conservation policies as provided herein. The Water Delivery Cost paid by the Town is established pursuant to Section 5.4 below. Upon reasonable request by the Town, the Association shall make available for inspection and copying its books, records, and supporting documentation related to the calculation of the Water Delivery Cost.

The Association maintains a Forty-Five Thousand Dollar (\$45,000.00) operating reserve for the Non-Potable Water System under the Master Agreement. Pursuant to the Protective Covenants, the Association may issue a special assessment to the residential lot owners to maintain the required operating reserve ("**Reserve Cost**"). The Town as the owner of Tract D that is receiving irrigation water through the Non-Potable Water System shall be responsible for the payment of its prorata share of any Reserve Cost. The prorata share for the Town as the owner of Tract D is 0.0022% which is 1 divided by 453 (the sum of 450 residential Lots, plus Outlot A, Outlot B and Tract D) ("**Prorata Share**"). The Town shall pay to the Association such amount within thirty (30) days of receiving an invoice setting for the calculation of the Reserve Cost.

The Association may determine from time to time that maintenance, repairs or replacements of components of the Hehn Water Well or the Non-Potable Water System are necessary that exceed the operating reserve ("**Repairs or Replacements Cost**"). The Association shall provide at least thirty (30) days written notice of any such Repairs or Replacements Cost, together with a detailed explanation of the improvement, cost estimate, and copies of at least two (2) competitive bids. The Town as the owner Tract D shall be responsible for the payment of its Prorata Share of any assessment for Repairs or Replacements Cost; provided, however, that if the Prorata Share attributable to the Town exceeds Two Thousand Dollars (\$2,000.00) in any twelve-month period, the Town shall have the right to review and object to the proposed expenditure, and the Parties shall confer in good faith prior to the Association proceeding. The Town shall pay to the Association such amount within thirty (30) days of receiving an invoice for Repairs or Replacements Cost.

5.4 The Town shall pay a fee equal to either: (i) the Town's Prorata Share of the Water Delivery Cost which the parties agree and stipulate is One Hundred Dollars (\$100.00) per year through December 31, 2033. Commencing for the 2034 irrigation season, and every seven (7) years thereafter, the Association shall establish the total Water Delivery Cost for the Non-Potable Water System and shall provide the Town with reasonable supporting documentation of such calculation. The Town shall pay its Prorata Share of the Water Delivery Cost, which amount shall be the fix fee per year paid by the Town for the applicable seven (7) year cycle; provided, however, that the Water Delivery Cost shall not increase by more than twenty-five percent (25%) per seven (7) year cycle without the written consent of all Parties. Any dispute regarding the calculation of the Water Delivery Cost shall be resolved by an independent third-party auditor mutually agreed upon by the Parties; or (ii) an amount payable pursuant to any subsequent Water Conservation policy adopted as provided herein. Any fix fee shall be billed annually. Any amount payable pursuant to a Water Conservation policy shall be billed monthly during the irrigation season. The Owner shall pay to the Association such fee within thirty (30) days of receiving an invoice from the Association.

As of the date of this Agreement, the Association does not monitor water consumption through a water meter. The Association does not currently charge or assess any fee based on water consumption. The Non-Potable Water System connects to each residential Lot through a water meter pit that was installed so that the Association could monitor water consumption or adopt Water Conservation policies in the future. If the Association subsequently elects to monitor water consumption or adopt Water Conservation policies, the Town shall install at their cost and expense a compatible water meter (a E25ss5/8 x 3/4 71/2 LL E-series meter as of the date of this Agreement) to measure water consumption on Tract D.

6. Use of Non-Potable Water System on Outlots. Contemporaneous with execution of this Amendment, the Developer, the Association and the owners of Outlot A and Outlot B, Sage Meadow Second Subdivision, shall execute that certain Non-Potable Irrigation Water Use Agreement providing that such Outlots shall be entitled to use water from the Hehn Water Well through the Non-Potable Water System ("**Non-Potable Irrigation Water Use Agreement**"). Contemporaneous with the recording of this Amendment, the Developer shall record the fully executed Non-Potable Irrigation Water Use Agreement with the Larimer County Clerk and Recorder.

7. Termination of Agreement Regarding Well Water. Contemporaneous with execution of this Amendment, the Developer and the Owner, as successors in interest, shall execute that certain Termination of Agreement regarding the Water Well and Municipal Water and Sewer Utilities and of Indemnification and Restoration Agreement ("**Termination Agreement**") providing for the termination of the following documents: (i) that certain Agreement Regarding Well Water and Municipal Water and Sewer Utilities as recorded with the Larimer County Clerk and Recorder, Colorado on March 28, 2008 at Reception Number 20080019248 ("**Agreement Regarding Well Water and Municipal Water and Sewer Utilities**"); and, (ii) that certain Indemnification and Restoration Agreement recorded April 14, 2008 at Reception No. 2008022769 ("**Indemnification and Restoration Agreement**"). The Developer and the Owner are the successors in interest to all right, title and interest in and to the Agreement Regarding Well Water and Municipal Water and Sewer Utilities and to the Indemnification and Restoration

Agreement. The Town accepted and agreed to the Agreement Regarding Well Water and Municipal Water and Sewer Utilities by signature dated March 24, 2008, and hereby consents to the execution and recordation of the Termination Agreement as the purposes of such agreements are fully satisfied and rendered moot under the terms of the Master Agreement and Protective Covenants. Contemporaneous with the recording of this Amendment, the Developer shall record a fully executed Termination Agreement with the Larimer County Clerk and Recorder

8. Effect of Master Agreement. Except as specifically modified herein, all original parts, sections, subsections, sentences, clauses or phrases of the Master Agreement shall remain in full force and effect. By way of example, the special conditions set forth in Section 3.d) and 3.e) of the Memorandum of Agreement for Public Improvements as recorded February 16, 2018 at Reception Number 20180009848 are not modified by this Agreement. The Association may not be dissolved without the consent of the Town. The Town shall have the right, but not the obligation, to assume responsibility for the operation and maintenance of the Non-Potable Water System if it is not adequately maintained. And the Town shall be a member of the Association, shall have one vote in the Association, and shall pay one residential lot assessment for use of the Non-Potable Water System.

9. Severability. If any part, section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement.

10. Burden and Benefit. This Agreement shall run with the land comprising of Sage Meadows and shall be binding upon the parties hereto, their personal representatives, heirs, successors, grantees, and assigns.

IN WITNESS WHEREOF, the Town, the Developer, and the Owner have caused this Agreement to be duly executed on the day and year first above written.

[signatures on following pages]

TOWN OF WELLINGTON

Rebekka Dailey, Mayor

ATTEST:

Town Administrator/Clerk

(SEAL)

Approved as to form:

By: _____
_____, Town Attorney

DEVELOPER:

SH of Colorado, Inc.

By: _____
Daren L. Roberson, President

OWNER:

SH Development Company, LLC

By: _____
Daren L. Roberson, Manager

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026
by Daren L. Roberson, as President of SH of Colorado, Inc., a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026
by Daren L. Roberson, as Manager of SH Development Company LLC, a Colorado limited
liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
My commission expires: _____

OPERATING, MAINTENANCE AND EASEMENT AGREEMENT
(SAGE MEADOWS TRACT D REPLAT)

This Operating, Maintenance and Easement Agreement (“**Agreement**”) is made and entered into this ___ day of _____, 2026 by and between the Town of Wellington, Colorado, a municipal Corporation, hereinafter referred to as the “(**Town**)” and the Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit Corporation (“**Association**”), collectively the “**Parties**.”

RECITALS

A. The Town is the owner of the following real property:

Tract D, Sage Meadows Tract D Replat, Town of Wellington, County of Larimer, State of Colorado according the Minor Subdivision Sage Meadows Tract D Replate as recorded with the Larimer County Clerk and Recorder, Colorado on _____, 2026 at Reception Number _____ (“**Tract D**”).

B. The Association is the owner of the following real property:

Tract D1, Sage Meadows Tract D Replat, Town of Wellington, County of Larimer, State of Colorado according the Minor Subdivision Sage Meadows Tract D Replate as recorded with the Larimer County Clerk and Recorder, Colorado on _____, 2026 at Reception Number _____ (“**Tract D1**”).

C. Tract D and Tract D1 are located within the subdivision commonly known as “**Sage Meadows**.” Sage Meadows subject to the plat recorded with the Larimer County Clerk and Recorder, Colorado on February 16, 2018 at Reception Number 20180009840 (“**Sage Meadows Subdivision**”), and the expansion property subject to the Sage Meadows Second Subdivision pursuant to that certain plat recorded with the Larimer County Clerk and Recorder, Colorado on November 5, 2021 at Reception Number 20210101814 (“**Sage Meadows Second Subdivision**”). The Sage Meadows Second Subdivision (approximately 35.008 acres) is immediately adjoining, and northwest of, the Sage Meadows Subdivision (approximately 116.03 acres). The Sage Meadows Second Subdivision and the Sage Meadows Subdivision are collectively referred to as Sage Meadows. Tract D and Tract D1 include various public and private improvements for the use and benefit of Sage Meadows.

D. The improvements located on Tract D include the following: the storm water detention pond located in the southern portion of Tract D (“**Detention Pond**”), the pump lift station (“**Pumping Station**”) to convey storm water through a forced main pipe (“**Forced Main**”) northward the length of Tract D to an outfall structure (“**Outfall Structure**”) located in the northeast corner of Tract D, and the associated stormwater detention facilities (collectively,

the “**Storm Sewer Improvements**”); the security and privacy fence running parallel to the railroad right of way on the eastern side of Tract D (“**Fence**”); all underground lines, sprinkler heads, water meter and other irrigation fixtures located within Tract D (“**Tract D Irrigation System**”); and, the general open space and landscaping features such as grasses, shrubs and trees on Tract D (“**Open Space**”) (together collectively, the “**Tract D Improvements**”).

E. The improvements located on Tract D1 include the following: Hehn Well and Pumping System with Subterranean Water Well Priority No. 260 S.W., Appropriation Date: December 1, 1946; Adjudication Date: September 10, 1953, CA 11217 (the “**Hehn Water Well**”), well water irrigation storage pond (“**Irrigation Pond**”), and associated pumps, pump house, irrigation lines, and related non-potable irrigation system improvements (collectively, “**Non-Potable Water System**”); the pedestrian sidewalk (“**Sidewalk**”) including the strip of land ten (10) feet east of the Sidewalk all of which are located within Tract D1; the subdivision monument sign and entrance features (“**Entrance Features**”); and the general open space and landscaping features such as grasses, shrubs and trees on Tract D1 (“**Open Space**”) (together collectively, the “**Tract D1 Improvements**”).

F. Sage Meadows is subject to that certain Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded July 24, 2018 at Reception Number 20180044967, and supplemented by: (i) the First Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded April 16, 2019 at Reception Number 20190018856; (ii) the Second Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded January 31, 2020 at Reception Number 20200007006; (iii) the Third Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded March 2, 2020 at Reception Number 20200014158; (iv) the Fourth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded July 10, 2020 at Reception Number 20200050985; (v) Fifth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded August 26, 2024 at Reception Number 20240035540; (vi) Sixth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded August 18, 2024 at Reception Number 20240044084; and (vii) Seventh Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded January 9, 2025 at Reception Number 20250001038. The Declaration of Protective Covenants, Conditions and Restrictions together with all Supplements thereto are hereinafter referred to as the “**Protective Covenants.**”

G. Sage Meadows is also subject to that certain Memorandum of Agreement for Public Improvements was recorded February 16, 2018 at Reception Number 20180009848, as amended by that certain First Amendment to Memorandum of Agreement for Public

Improvements recorded April 4, 2019 at Reception Number 20190016959, as amended by that certain Second Amendment to Memorandum of Agreement for Public Improvements recorded October 12, 2021 at Reception Number 20210101813, and as amended by that certain Third Amendment to Memorandum of Agreement for Public Improvements recorded _____, 2026 at Reception Number _____ of the records of the Clerk and Recorder of Larimer County, Colorado (collectively, the “**Master Agreement**”).

H. The Master Agreement provides that irrigation of lawns, open space, parks, and other irrigated areas within Sage Meadows will be irrigated with non-potable water supplied through the Non-Potable Water System. The Non-Potable Water System is completed and performing its intended purposes in accordance with the terms of the Master Agreement.

I. The Town and the Association intend to own and operate their respective Tracts in conjunction with each other as integral parts of the Sage Meadows subdivision. In order to effectuate the operation, maintenance, repair and replacement of the improvements on their respective Tracts, they hereby enter into certain covenants and agreements, and to grant to each other certain reciprocal easements, in, to, over, and across their respective Tracts.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good, valuable, and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Recitals.** The Recitals are affirmed and incorporated herein by reference as substantive terms of this Agreement.

2. **Tract D Improvements.** The Town, at its sole cost, shall be solely responsible for the operation, maintenance, repair and replacement of the Tract D Improvements including:

a. the Storm Water Improvements, including the Detention Pond, Pumping Station, Forced Main, and Outfall Structure, and will keep the Storm Water Improvements in good condition and repair, and in good working order in accordance with generally accepted engineering standards.

b. the Fence and will keep such Fence in good condition and repair in accordance with Town standards.

c. the Tract D Irrigation System and will keep the Track D Irrigation System in good condition and repair, and in good working order in accordance with Town standards.

d. the Open Space and the general landscaping features such as grasses, shrubs and trees on Tract D and will irrigate, mow, trim and replant as reasonably necessary so that the Open Space and landscaping improvements are maintained in good condition in accordance with Town standards.

The Association shall not contribute toward any costs for the operation, maintenance, repair or replacement of the Tract D Improvements.

3. Tract D1 Improvements. The Association, at its sole cost, shall be solely responsible for operation, maintenance, repair and replacement of the Tract D1 Improvements including:

a. the Non-Potable Water System, including the Hehn Water Well and Irrigation Pond, and will keep the Non-Potable Water System in good condition and repair, and in good working order in accordance with generally accepted engineering standards.

b. the Sidewalk and will keep the Sidewalk in good condition and repair in accordance with Town standards. The Association is also responsible for snow removal from the Sidewalk in accordance with Town standards.

c. the Entrance Feature and will keep the Entrance Feature in good condition and repair in accordance terms and conditions of the Protective Covenants.

d. the Open Space and the general landscaping features such as grasses, shrubs and trees on Tract D1, including the strip of land ten (10) feet east of the sidewalk, and will irrigate, mow, trim and replant as reasonably necessary so that the Open Space and landscaping improvements are maintained in good condition in accordance with Town standards.

The Town shall not contribute toward any costs for the operation, maintenance, repair or replacement of the Tract D1 Improvements.

4. Mutual Grant of Easement. The Town and the Association hereby grant to each other a perpetual, non-exclusive cross access easement over and across Tract D and Tract D1 for the purpose of performing their respective operation, maintenance, repair, and replacement activities as outlined in this Agreement.

5. Mutual Cooperation. The Town and the Association agree to coordinate their work activities to minimize disruption to each other's operations and shall provide reasonable notice to the other party prior to entering the other's property, except in the case of emergencies requiring immediate attention. Prior to commencing any significant work, the initiating party shall provide the other party with reasonable advance notice detailing the scope of work and anticipated timeframe. All work shall be performed in a manner consistent with the standards set forth in this Agreement and in compliance with all applicable laws and regulations.

6. Additional Provisions

a. Any notice required or permitted under this Agreement will be in writing and (a) personally delivered, (b) sent by certified mail, return receipt requested to the address listed as the principal address of the party with the Colorado Secretary of State, or (c) sent by an overnight courier service to the address listed as the principal address of the party with the Colorado Secretary of State. If personally delivered, the notice will be effective upon delivery. If mailed via certified mail, the notice will be effective three days following deposit in the U.S. mail, postage prepaid. If sent via overnight courier service, the notice will be effective on the first business day following deposit with such courier. Notice of any address change will be given as provided above.

b. This Agreement, including all benefits and burdens, shall run with the land, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

c. Except for the operating, maintenance, repair and replacement obligations as defined herein, all original parts, sections, subsections, sentences, clauses or phrases of the Master Agreement and the Protective Covenants shall remain in full force and effect.

d. If any part, section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement.

e. In the event of a default under this Agreement, the defaulting party shall pay all costs and reasonable attorney fees incurred by the non-defaulting party as a result of the default.

f. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution.

g. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

h. It is expressly understood and agreed by and between the Parties hereto that this Agreement shall be governed by and its terms construed under the laws of the State of Colorado and Venue shall be in the district court for Larimer County, Colorado.

i. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Town and the Association have caused this Agreement to be duly executed on the day and year first above written.

TOWN OF WELLINGTON

Rebekka Dailey, Mayor

ATTEST:

_____, Town Administrator/Clerk

(SEAL)

Approved as to form:

By: _____
_____, Town Attorney

ASSOCIATION:

Sage Meadows of Wellington HOA, Inc.,
a Colorado nonprofit Corporation

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026
by _____, as President of Sage Meadows of Wellington HOA, Inc., a Colorado
nonprofit Corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026
by _____, as Secretary of Sage Meadows of Wellington HOA, Inc., a Colorado
nonprofit Corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
My commission expires: _____

**TERMINATION
of
AGREEMENT REGARDING WELL WATER AND MUNICIPAL WATER AND
SEWER UTILITIES
and of
INDEMNIFICATION AND RESTORATION AGREEMENT**

This Termination Agreement of Agreement Regarding Well Water and Municipal Water and Sewer Utilities and of Indemnification and Restoration Agreement (“**Termination Agreement**”) is dated _____, 2026, by and between SH Development Company, LLC, a Colorado limited liability company (“**SH Development**”), SH Holdings HWY 1, LLC, a Colorado limited liability company (“**SH Holdings**”), and SH OF COLORADO, INC., a Colorado corporation (“**SH of Colorado**”), as successor in interest to SH Holdings (collectively, the “**Parties**”).

RECITALS:

A. SH Development is the owner, and SH of Colorado the developer, of real property and water rights known as Sage Meadows Subdivision pursuant to that certain plat recorded with the Larimer County Clerk and Recorder, Colorado on February 16, 2018 at Reception Number 20180009840 (“**Sage Meadows Subdivision**”).

B. SH Development acquired the real property and all water rights within the Sage Meadows Subdivision under that certain Special Warranty Deed recorded with the Larimer County Clerk and Recorder, Colorado on December 15, 2015 at Reception Number 20150084325 (“**SH Development Deed**”). SH Development acquired under the SH Development Deed all rights, title, and interest in and to: (1) that certain Agreement Regarding Well Water and Municipal Water and Sewer Utilities as recorded with the Larimer County Clerk and Recorder, Colorado on March 28, 2008 at Reception Number 20080019248 (“**Agreement Regarding Well Water and Municipal Water and Sewer Utilities**”); and, (2) that certain Indemnification and Restoration Agreement recorded April 14, 2008 at Reception No. 2008022769 (“**Indemnification and Restoration Agreement**”).

C. SH of Colorado, as successor in interest to SH Holdings, is the owner and developer for the real property and all water rights known as Sage Meadows Second Subdivision pursuant to that certain plat recorded with the Larimer County Clerk and Recorder, Colorado on November 5, 2021 at Reception Number 20210101814 (“**Sage Meadows Second Subdivision**”).

D. SH Holdings acquired the real property and all water rights within the Sage Meadows Second Subdivision under that certain Special Warranty Deed recorded with the Larimer County Clerk and Recorder, Colorado on August 4, 2016 at Reception Number 20160050922 (“**SH Holdings Deed**”). SH Holdings acquired under the SH Holdings Deed all rights, title, and interest in and to: (1) that certain Agreement Regarding Well Water and Municipal Water and Sewer Utilities; and, (2) that certain Indemnification and Restoration Agreement. SH Holdings subsequently conveyed to SH of Colorado all such real property and water rights to under that certain Special Warranty Deed recorded with the Larimer County Clerk

and Recorder, Colorado on August 23, 2021 at Reception Number 20210079596, and under that certain Bargain & Sale Correction Deed recorded with the Larimer County Clerk and Recorder, Colorado on _____, 2026 at Reception Number _____.

E. The Town of Wellington, Colorado, a municipal corporation (“**Town**”) accepted and agreed to that certain Agreement Regarding Well Water and Municipal Water and Sewer Utilities as the grantee of the municipal utilities easements under that certain Deed of Easement recorded with the Larimer County Clerk and Recorder, Colorado on March 28, 2008 at Reception Number 20080019247. The Town likewise accepts and agrees to this Termination Agreement by signature below.

F. The purpose of this Termination Agreement is to acknowledge and ratify the complete satisfaction and performance of all obligations among the Parties under the Agreement Regarding Well Water and Municipal Water and Sewer Utilities and under the Indemnification and Restoration Agreement, and to terminate both of these agreements.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good, valuable, and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows, and further agree that this Termination Agreement shall be recorded with the Larimer County Clerk and Recorder, Colorado:

AGREEMENT

1. The Recitals are affirmed and incorporated herein by reference as substantive terms of this Termination Agreement.

2. The Parties hereby acknowledge and ratify the complete satisfaction and performance of all obligations among the Parties under the Agreement Regarding Well Water and Municipal Water and Sewer Utilities, and hereby terminate such agreement as recorded with the Larimer County Clerk and Recorder, Colorado on March 28, 2008 at Reception Number 20080019248. The Agreement Regarding Well Water and Municipal Water and Sewer Utilities is hereby terminated.

3. The Town hereby accepts and agrees the termination of that certain Agreement Regarding Well Water and Municipal Water and Sewer Utilities by signature below.

4. The Parties hereby mutually release, acquit, and forever discharge each other from any and all claims, demands, actions, causes of action, damages, liabilities, and obligations of any nature whatsoever, whether known or unknown, arising out of or related to the Agreement Regarding Well Water and Municipal Water and Sewer Utilities and the Indemnification and Restoration Agreement, except as otherwise expressly set forth in this Termination Agreement.

5. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. This Termination Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Termination Agreement may not be amended or modified

except by a written instrument signed by all Parties. If any provision of this Termination Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Each Party represents and warrants that it has full power and authority to enter into this Termination Agreement and that the person signing on behalf of such Party has been duly authorized to execute and deliver this Termination Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and date first above stated.

[signatures on following pages]

SH Development Company, LLC,
a Colorado limited liability company

By: _____
Daren L. Roberson, Manager

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026 by
Daren L. Roberson, as Manager of SH Development Company LLC, a Colorado limited liability
company.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

SH of Colorado, Inc.,
a Colorado corporation

By: _____
Daren L. Roberson, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026 by
Daren L. Roberson, as President of SH of Colorado, Inc., a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

SH Holdings HWY 1, LLC,
a Colorado limited liability company

By: _____
Daren L. Roberson, Manager

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026 by
Daren L. Roberson, as Manager of SH Holdings HWY 1, LLC, a Colorado limited liability
company.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

ACCEPTED AND AGREED:

TOWN OF WELLINGTON

_____, Mayor

ATTEST:

_____ Town Administrator/Clerk

(SEAL)

Approved as to form:

By: _____
Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026 by _____
_____, as Mayor of the Town of Wellington.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026 by _____
_____, as Clerk for the Town of Wellington.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

AGREEMENT REGARDING WELL WATER AND MUNICIPAL WATER AND SEWER UTILITIES

This Agreement Regarding Well Water and Municipal Water and Sewer Utilities (Agreement) is made and entered into effective December 31, 2007, by and between the parties who are signatory hereto.

FACTUAL RECITALS

ZWZ, LLC (ZWZ) is a Colorado Limited Liability Company with its mailing address at Post Office Box 1365, Wellington CO 80549. ZWZ is the record title owner of the property described in Exhibit A, hereinafter referred to as Parcel A.

Lawrence C. Patterson, Beverly C. Patterson, Kenneth L. Hanawalt, and Tamara L. Hanawalt (Patterson-Hanawalt) are adults whose address is c/o Lawrence C. Patterson, 5820 South Shields Street, Fort Collins CO 80526. Patterson-Hanawalt are the record title owners of the property described in Exhibit B, hereinafter referred to as Parcel B.

Charles J. Hehn and Donna D. Hehn (Hehns) are adults whose mailing address is 2425 Cedarwood Drive, Fort Collins CO 80521. The Hehns are the beneficiaries of a Deed of Trust encumbering Parcel B recorded December 31, 1992, at Reception No. 92084440 in the office of the Larimer County, Colorado, Clerk and Recorder.

The properties described in Parcels A and B are obligated by a Shared Use Agreement regarding the "Hehn Well and Pumping System" recorded December 31, 2002, at Reception No. 92084442 in the office of the Larimer County, Colorado, Clerk and Recorder. There is an irrigation water line running westerly from the Hehn Well within Parcel A to a point of discharge within Parcel B. The irrigation water line is not currently in use.

Upon the request of ZWZ, Patterson-Hanawalt and the Hehns have executed an Easement Deed granting a non-exclusive easement for utility improvements to the Town of Wellington, Colorado, a Colorado Statutory Town, whose address is P.O. Box 127, Wellington CO 80549 over and across a portion of Parcel B. The Warranty Deed has been recorded in the office of the Larimer County, Colorado, Clerk and Recorder (Easement Deed).

The parties acknowledge that the Easement Deed to the Town of Wellington facilitates the development of ZWZ properties, including Parcels A and B by making municipal water service available to such parcels. However, the parties also recognize that development of Parcels A and B will require connection to the Town of Wellington municipal sanitary sewer system. By this agreement, the parties desire to obligate the owners of Parcels A and B to cooperate in the design and installation of the municipal sanitary sewer system serving either or both Parcels A and B.

The parties desire to memorialize their cooperative agreement and mutual interest with respect to the future development of Parcels A and B.

✓ Town of Wellington
PO Box 127
Wellington, CO 80549-0127

ZWZ-Patterson Agreement
Page 1 of 6

AGREEMENT

Now, therefore, in consideration of the Easement Deed from Patterson-Hanawalt to the Town of Wellington and the above Factual Recitals which are affirmed and incorporated herein by reference, the sufficiency of which consideration is acknowledged by all parties, it is agreed as follows:

1. Patterson-Hanawalt and the Hehns have executed and delivered the Easement Deed to the Town of Wellington.
2. Contemporaneous with the signing of this Agreement, ZWZ and Patterson-Hanawalt will sign the Indemnification and Restoration Agreement attached as Exhibit C. Exhibit C will be signed as a duplicate original and shall be recorded with this Agreement.
3. The parties acknowledge and confirm the rights and easements reserved to Patterson-Hanawalt for the benefit of Parcel B by the Warranty Deed recorded December 31, 1992 at Reception No. 92084441 in the office of the Larimer County, Colorado, Clerk and Recorder, which references the Shared Use Agreement..
4. The parties acknowledge and confirm that Parcels A and B are bound by the Shared Use Agreement recorded December 31, 1992 at Reception No. 92084442 in the office of the Larimer County, Colorado, Clerk and Recorder. The Shared Use Agreement grants and reserves to the owners of Parcels A and B rights and responsibilities with respect to the Hehn Well and its irrigation water distribution system.
5. ZWZ is the successor in interest to Brian G. and Pamela Prouty, who are the Grantees on the referenced Warranty Deed and parties to the Shared Use Agreement. The parties to this Agreement have full authority to modify or amend the Shared Use Agreement.
6. Pursuant to the Shared Use Agreement, ZWZ's predecessors have installed an irrigation water line to the approximate center of Parcel A to supply a center pivot irrigation sprinkler. Patterson-Hanawalt have connected to such line to irrigate Parcel B. At such time as ZWZ or its successor elects to disconnect the irrigation water line to the center pivot, Patterson-Hanawalt or its successor will require delivery of water from the Hehn well via the water line reserved in the easement contained in the Warranty Deed recorded December 31, 1992 at Reception No. 92084441 and in the Shared Use Agreement recorded December 31, 1992 at Reception No. 92084442. At such time as ZWZ or its successors disconnect the irrigation water line to the center Pivot, ZWZ or its successors shall assure the currently disconnected line from the Hehn Well within Parcel A to its point of discharge in Parcel B is functional and capable of delivering the agreed upon flows at the required pressure from the Hehn Well as is set out in the Shared Use Agreement.
7. ZWZ is obligated to install the municipal water line within the easement area described in the Easement Deed to the Town of Wellington. During construction and installation of the municipal water line, ZWZ will protect and preserve the currently disconnected irrigation water line referenced in the Shared Use Agreement from the Hehn Well located on Parcel A to the point of discharge of such line within Parcel B.
8. The Easement reserved by the Grantors (Patterson-Hanawalt) in connection with the Shared Use Agreement for the benefit of Parcel B, recited in the Warranty Deed

recorded at Reception No. 9208441, is modified to be restricted to the north 50 feet of Parcel A.

9. Except as provided in this Agreement, the obligations of the parties as owners and the benefits and burdens affecting the properties described in Parcels A and B under the Shared Use Agreement are confirmed.

10. ZWZ grants, sells, and conveys to Patterson-Hanawalt, for the benefit of Parcel B, a non-exclusive, perpetual easement over, under, and across Parcel A for the installation and maintenance of municipal sanitary sewer service to Parcel B from any reasonable point of connection within or adjacent to Parcel A as such point of connection may be determined by the Town of Wellington. The point of connection and the line of the sewer easement, when determined by the process set out in this Agreement, will be compatible with the then known planning and development of Parcel B. Such easement shall be specifically defined by the parties pursuant to this Agreement. Such easement shall be conveyed by ZWZ or its successors to the Town of Wellington by an Easement Deed satisfactory to the Town of Wellington.

11. The easement granted by the preceding paragraph is an easement in gross to be specifically defined in the course of the planning process initiated when the then owner of either of Parcels A or B decides to develop his, her, or its property. The following procedure shall apply to defining the easement:

- 11.1 When and if either party to this Agreement, his, her, or its successors or assigns, desires to develop all or any portion of the property owned by such person, such person shall provide written notice of intent to develop to the owner or owners of the other property.
- 11.2 Within 60 days following the delivery of such notice, the owner of Parcel A shall select and retain an engineer to design and locate the municipal sanitary sewer which will provide service to and across Parcel A to provide service to Parcel B. The owner of Parcel B will retain the same engineer to design the municipal sanitary sewer service within Parcel B. The design shall provide all required connectivity to municipal sanitary sewer to service Parcel B over, under, and across Parcel A.
- 11.3 Within 6 months from retention of the engineer, the engineer shall design a municipal sanitary sewer system, in a form acceptable to the Town of Wellington, reflecting the sizing and location of municipal sanitary sewer for Parcels A and B. If the owner of Parcel A does not desire to develop its property at that time, the design of that portion of the system over, under, and across Parcel A need only provide necessary sizing and connectivity to Parcel B.
- 11.4 The engineer's fees related to the design within Parcel A shall be paid by the owners of Parcel A. The engineer's fees related to sizing and the design within Parcel B shall be paid by the owners of Parcel B.
- 11.5 Each owner shall execute and deliver easement deeds for the municipal sanitary sewer system within such owner's property to the Town of Wellington in a form satisfactory to the Town of Wellington.

12. If the owner of only one of Parcels A or B intends to proceed with the installation of the municipal sanitary sewer system, the cost of construction and installation of the sanitary sewer system, properly sized to service both parcels, shall be paid at the time of installation and recovered according to the following procedure:

- 12.1 If development is initiated by the owner of Parcel A, such owner shall proceed with the development of its property, including the installation of municipal sanitary sewer with appropriate sizing and connectivity to Parcel B, at its sole cost and expense.
- 12.2 If development is initiated by the owner of Parcel B, such owner shall proceed with the development of its property, including the installation of the sanitary sewer within Parcel B and the required sizing and connectivity over, under, and across Parcel A, at its sole cost and expense.
13. Prior to the commencement of construction of the municipal sanitary sewer line, the owners of Parcels A and B shall enter into a "Payback Agreement" between and among such parties and the Town of Wellington providing that the party installing the sanitary sewer line shall be entitled to recover from the owner of the other property that portion of its costs incurred for the benefit of the other property in accordance with the following procedure:
- 13.1 If the owner of Parcel A is the first to develop, such owner shall be entitled to reimbursement from the owner of Parcel B of the additional costs attributable to the installation of the municipal sanitary sewer within its property attributable to the provision of municipal sanitary sewer service to Parcel B.
- 13.2 If the owner of Parcel B is the first to develop, such owner shall be entitled to reimbursement from the owner of Parcel A of the costs attributable to the installation of the municipal sanitary sewer servicing Parcel A, exclusive of costs incurred which are attributable solely to the provision of municipal sanitary sewer service to the property described in Parcel B.
- 13.3 The amount to be reimbursed shall be determined and agreed upon in writing by the parties prior to the commencement of construction based upon the bids for construction.
- 13.4 The amount to be reimbursed shall be payable upon connection to the sanitary sewer service by the owner of the other Parcel.
- 13.5 The Town of Wellington will endeavor to collect the amount of reimbursement at the issuance of the first building permit for a property connected to the municipal sewer system by the owner of the second Parcel.
- 14 This Agreement shall be construed in accordance with the laws of the State of Colorado.
- 15 In the event of any dispute between or among the parties to this Agreement, such dispute shall be resolved in the District Court for Larimer County, Colorado. The prevailing party in such dispute shall be entitled to an award of attorney's fees and costs.
- 16 This Agreement reflects the entire understanding of the parties and may not be modified except in a writing signed by the then owners of both Parcels A and B.
- 17 This Agreement is binding upon the parties signatory hereto so long as such party or parties are owners of an interest in Parcel A or B. This Agreement is binding upon the heirs, successors, and assigns of the parties. The benefits and burdens of the Agreement shall run with the title to both parcels, A and B.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day
and date first above stated.

ZWZ, LLC

Delmer Zwegardt
By: Delmer Zwegardt, Member/Manager

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

Subscribed and sworn to before me this 22nd day of January, 2008, by Delmer Zwegardt,
Member/ Manager of ZWZ, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires: 4-06-09

Mark L. Korb
Notary Public



Lawrence C. Patterson
Lawrence C. Patterson

Beverly C. Patterson
Beverly C. Patterson

Kenneth L. Hanawalt
Kenneth L. Hanawalt

Tamara L. Hanawalt
Tamara L. Hanawalt

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

Subscribed and sworn to before me this 22nd day of January, 2008, by Lawrence C.
Patterson, Beverly C. Patterson, Kenneth L. Hanawalt, and Tamara L. Hanawalt.

Witness my hand and official seal.

My Commission Expires: 4-06-09

Mark L. Korb
Notary Public



Charles J. Hehn
Charles J. Hehn

Donna D. Hehn
Donna D. Hehn

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

Subscribed and sworn to before me this 25th day of January, 2008, by Charles J. Hehn
and Donna D. Hehn.

Exhibit "A" to Agreement Regarding Well Water and Municipal Water and Sewer
Utilities effective December 31, 2007 by and between
ZWZ, LLC, Patterson/Hanawalt, and Hehn.

Legal Description of the ZWZ, LLC Property

A tract of land situate in the Southwest 1/4 of Section 4, Township 8 North, Range 68 West of the 6th P.M., Larimer County, Colorado, which considering the West line of the said Southwest 1/4 as bearing N 00°06'00" W and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the East right-of-way line of Colorado State Highway No. 1 and the South line of the said Southwest 1/4 which bears N 89°38'37" E 36.30 feet from the Southwest corner of said Section 4 and run thence along the said East right-of-way line, N 01°16'30" E 675.60 feet, and again along the arc of 11,500.00 foot radius curve to the left a distance of 515.16 feet, the long chord of which bears N 00°00'30" W 515.12 feet, and again N 01°17'30" W 195.26 feet; thence S 89°58'29" E 1220.00 feet; thence N 00°06'00" W 1270.00 feet to a point on the North line of the said Southwest 1/4; thence along said North line, S 89°58'29" E 1310.99 feet to the West right-of-way line of the Burlington Northern railroad; thence along said West right-of-way line and parallel to and 25.00 feet West of the North-South centerline of said Section 4, S 00°08'28" E 2638.81 feet to the South line of the said Southwest 1/4; thence along said South line, S 89°38'37" W 2545.88 feet to the point of beginning, and being subject to a road right-of-way over the South 30.00 feet thereof and EXCEPT Book 1015 at Page 371 and EXCEPT Book 1244 at Page 314.

Exhibit "B" to Agreement Regarding Well Water and Municipal Water and Sewer
Utilities effective December 31, 2007 by and between
ZWZ, LLC, Patterson/Hanawalt, and Hehn.

Legal Description of the Patterson/Hanawalt Property

A tract of land situate in the Southwest 1/4 of Section 4, Township 8 North, Range 68 West of the 6th P.M., Larimer County, Colorado, which considering the West line of the said Southwest 1/4 as bearing N 00°06'00" W and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the East right-of-way line of Colorado State Highway No. 1 which bears N 89°38'37" E 36.30 feet, and again N 01°16'30" E 675.60 feet, and again N 00°00'30" W 515.12 feet, and again N 01°17'30" W 195.26 feet from the Southwest corner of said Section 4 and run thence along said East right-of-way line N 01°17'30" W 831.14 feet, and again N 00°06'00" W 439.07 feet to the North line of the said Southwest 1/4; thence along said North line, S 89°58'29" E 1237.28 feet; thence S 00°06'00" E 1270.00 feet; thence N 89°58'29" W 1220.00 feet to the point of beginning, EXCEPT portion contained in Book 1244 at Page 314.

Exhibit "C" to Agreement Regarding Well Water and Municipal Water and
Sewer Utilities effective December 31, 2007, by and between
ZWZ, LLC, Patterson/Hanawalt, and Hehn

Indemnification and Restoration Agreement

This Indemnification and Restoration Agreement is entered into this 22nd day of January, 2008, effective December 31, 2007, between Lawrence C. Patterson, Beverly C. Patterson, Kenneth L. Hanawalt, and Tamara L. Hanawalt ("Landowners") and ZWZ, LLC, a Colorado Limited Liability Company ("Developer"). Landowners are the owners of a parcel of land located in Larimer County described in the attached Exhibit A.

At the request of Developer, Landowners have granted an easement to the Town of Wellington, Colorado (the "Town") by Easement Deed for the installation and maintenance of utilities in an area described in the Easement Deed. The Easement Area is the north Fifty (50) feet of Exhibit A.

Developer will install one or more domestic water utility lines in the Easement Area pursuant to its Development Agreement with the Town. Developer will restore the Easement Area to its original condition upon completion of Developer's work. Developer will level, grade, and reseed any portion of the Easement Area and the area twenty (20) feet south of the Easement Area impacted by Developer's installation of the domestic water utility line. Developer will complete all work within the Easement area as is required by its Development Agreement with the Town.

Developer recognizes that the Easement Area has been encroached upon by fences and telephone and cable utility lines belonging to or servicing the property owners in the subdivision to the north of the Easement Area which the Landowners deem unauthorized. Developer will cooperate with Landowner, at no cost to the Developer, in negotiations to remove the encroaching fences.

Developer or Developer's contractor shall at all times while performing work within the Easement maintain in force Statutory Workman's Compensation Insurance and Employers' liability coverage as well as a commercial comprehensive general liability policy with single limit, minimum coverage for Bodily Injury and Property Damage of \$500,000.00. The liability insurance shall name Landowners as an additional insured. Developer will provide Landowners with a Certificate of Insurance providing coverage identified cannot be terminated until at least sixty (60) days following completion of the utility installation and restoration work.

Developer will indemnify and hold Landholders harmless for any loss or damage suffered by Landowners or impacting Landowners' Property (including reasonable attorney's fees incurred) attributable to Developer's work within the Easement Area.

ZWZ, LLC,
a Colorado Limited Liability Company
as the "Developer"

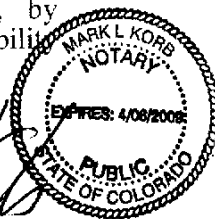
By: *Delmer Zwegner*
Member/Manager

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this 22nd day of January, 2008, by DELMER ZWEGNER as Member/Manager of ZWZ, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.
My Commission Expires: 4-06-09

Mark L. Korb
Notary Public



Lawrence C. Patterson
Lawrence C. Patterson

Beverly C. Patterson
Beverly C. Patterson

Kenneth L. Hanawalt
Kenneth L. Hanawalt

Tamara L. Hanawalt
Tamara L. Hanawalt

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this 22nd day of January, 2008, by Lawrence C. Patterson, Beverly C. Patterson, Kenneth L. Hanawalt, and Tamara L. Hanawalt.

Witness my hand and official seal.
My Commission Expires: 4-06-09

Mark L. Korb
Notary Public

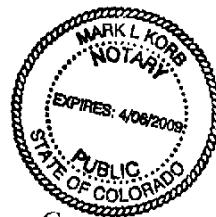


Exhibit "A" to Indemnification and Restoration Agreement effective December 31, 2007,
by and between Patterson/Hanawalt and ZWZ, LLC.

Legal Description of the Patterson/Hanawalt Property

A tract of land situate in the Southwest 1/4 of Section 4, Township 8 North, Range 68 West of the 6th P.M., Larimer County, Colorado, which considering the West line of the said Southwest 1/4 as bearing N 00°06'00" W and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the East right-of-way line of Colorado State Highway No. 1 which bears N 89°38'37" E 36.30 feet, and again N 01°16'30" E 675.60 feet, and again N 00°00'30" W 515.12 feet, and again N 01°17'30" W 195.26 feet from the Southwest corner of said Section 4 and run thence along said East right-of-way line N 01°17'30" W 831.14 feet, and again N 00°06'00" W 439.07 feet to the North line of the said Southwest 1/4; thence along said North line, S 89°58'29" E 1237.28 feet; thence S 00°06'00" E 1270.00 feet; thence N 89°58'29" W 1220.00 feet to the point of beginning, EXCEPT portion contained in Book 1244 at Page 314.

Board of Trustees Meeting

Date: July 28, 2026

Subject: Ordinance No. 08-2026: An Ordinance Relating to Plat Approval for Sage Meadows Tract D Replat, a Replat of Tract D, Sage Meadows Subdivision, and Approval of the Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision, and Approval of an Operating and Maintenance Agreement for Sage Meadows Tract D Replat

- **Presentation: Cody Bird, Planning and Building Director**

EXECUTIVE SUMMARY

This agenda item is for the official action of the Board of Trustees on the final plat of Sage Meadows Tract D Replat. The action consists of making Findings for Approval (Planning Commission's recommended Findings are included in the prior agenda item), consideration of Ordinance No. 08-2026 to approve the final subdivision plat, and consideration of the Third Amendment to Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision, an Operating Maintenance, and Easement Agreement, and accepting a Termination Agreement for Shared-use Water Wells and Sanitary Sewer Easement and Infrastructure.

The Planning Commission forwarded its Findings for Approval and a recommendation to the Board of Trustees to approve the final plat of Sage Meadows Tract D Replat. Town staff recommends approval of Ordinance No. 08-2026 and approval of the Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision, approval of the Operating, Maintenance and Easement Agreement for Sage Meadows Tract D Replat, and acceptance of the Termination Agreement for the shared-use well agreement and sanitary sewer easement and infrastructure.

BACKGROUND / DISCUSSION

- Information relevant to consideration of Ordinance No. 08-2026 approving a final plat for Tract D, Sage Meadows Subdivision is contained in the prior agenda item report. Please refer to the staff report and attachments for that agenda item.
- When considering a preliminary and final plat request, the Board of Trustees should adopt Findings for Approval as outlined in the Land Use Code.
- The Planning Commission conducted a public hearing for the requested preliminary and final plat on July 13, 2026, and voted unanimously to forward a recommendation to approve the preliminary and final plat for Sage Meadows Tract D replat. The Planning Commission's recommended Findings for Approval are included in the prior agenda item attachments. The Board of Trustees may choose to adopt the Planning Commission's findings, may modify the Planning Commission's findings, or may adopt its own findings.
- Approval of a final plat requires adoption of an ordinance. An ordinance for approving the final plat for Sage Meadows Tract D Replat is included with this report.
- Approval of this final plat also requires approval of an amendment to the development agreement and an operations and maintenance agreement. The recommended Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision and the Operating,

Maintenance, and Easement Agreement are attached with this report. Also attached is an acceptance for a Termination Agreement acknowledging completion of a non-potable irrigation system utilizing an existing shared-use well agreement and completion of a sanitary sewer easement and infrastructure serving the Sage Meadows Subdivision.

CONNECTION WITH ADOPTED MASTER PLANS

- This action supports the following Board of Trustees' 2025-2029 Strategic Plan priorities:
 - Grow Responsibly
 - Proactively maintain & improve utilities, streets, and built environment
- This action supports the following Town of Wellington Comprehensive Plan Goals:
 - Community Cohesion Goal 1: Maintain and Enhance the Community's Character and Culture.
 - CC 1.4. Continue to ensure that land use decisions made by the Town are in accordance with fundamental private property rights
 - Reliable and Resilient Public Services Facilities & Programs Goal 2: Ensure New Developments Contribute to Essential Community Services & Infrastructure.
 - F&P. 2.3. Require new development to demonstrate how they will connect to and improve the existing networks for active transportation, vehicular traffic, open space and parks, and essential infrastructure for water, wastewater, and stormwater.
 - Reliable and Resilient Public Services Transportation Goal 3: Improve Regional Active Transportation Connections
 - T. 3.1. Improve and connect active transportation networks, including trails and on-street bikeways to nearby recreation areas and to regional destinations.

FISCAL IMPLICATIONS

Town financial considerations relating to a final plat approval are contemplated in the corresponding Third Amendment to Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision and the proposed Operating, Maintenance and Easement Agreement. These documents outline the respective fiscal, operational, and maintenance obligations of the Town of Wellington and the Sage Meadows Homeowners Association.

As originally approved, all of Tract D, Sage Meadows Subdivision was to be dedicated to the Town for ownership and maintenance. A subdivision of Tract D to separate public and private ownership and maintenance responsibilities results in a more equitable distribution of costs for maintenance, protects private well water rights, and ensures consistent maintenance of public infrastructure, public access to trails, and preservation of open space.

The costs of operation and maintenance of the open space areas has been evaluated by the Town Parks & Recreation Department, and anticipated funds will be proposed in the 2027 budget.



The Town will be responsible for paying a pro rata membership due to the Sage Meadows HOA for preservation of access to the non-potable irrigation system for irrigating Town open space with Tract D. The Town would also be responsible for a pro rata share of any required repairs or replacements for the preservation and operation of the non-potable irrigation system.

STAFF RECOMMENDATION

Staff recommends that the application satisfies the applicable approval criteria contained in Section 15-2-170 of the Wellington Land Use Code. Staff recommends that the Board of Trustees approve Ordinance 08-2026, approve the Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision and approve the Operating, Maintenance and Easement Agreement for Sage Meadows Tract D Replat, subject to the following condition:

1. Town staff acceptance of minor revisions to the final plat drawing to address labeling, dates, signatory language and signatures.

Staff also recommends acceptance of the Termination Agreement relating to the shared-use well agreement and sanitary sewer easement and infrastructure.

MOTION RECOMMENDATION

Move to approve Ordinance 08-2026, approving the Final Plat of Sage Meadows Tract D Replat, approving the Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision, and approving the Operating, Maintenance and Easement Agreement for Sage Meadows Tract D Replat, along with accepting the Termination Agreement, and authorizing staff to accept non-substantive minor revisions to the final plat prior to execution and recordation.

ATTACHMENTS

1. Ordinance No. 08-2026
2. Sage Meadows Tract D Replat
3. Third Amendment to Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision
4. Operating, Maintenance and Easement Agreement
5. Termination Agreement

TOWN OF WELLINGTON

ORDINANCE NO. 08-2026

AN ORDINANCE RELATING TO PLAT APPROVAL FOR SAGE MEADOWS TRACT D REPLAT, A REPLAT OF TRACT D, SAGE MEADOWS SUBDIVISION, LOCATED IN THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO AND APPROVAL OF THE THIRD AMENDMENT TO THE MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS FOR SAGE MEADOWS SUBDIVISION AND APPROVAL OF AN OPERATING, MAINTENANCE AND EASEMENT AGREEMENT FOR SAGE MEADOWS TRACT D REPLAT

WHEREAS, SH Development Company LLC, 395 Delozier Drive, Unit 110, Fort Collins, Colorado 80524 (the “Owner”), is the owner of Tract D, Sage Meadows Subdivision; and

WHEREAS, Owner is obligated under the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision and the Protective Covenants for Sage Meadows Subdivision to subdivide Tract D consistent with the ongoing operation, maintenance, repair and replacement obligations for improvements within Tract D; and

WHEREAS, Owner has requested approval of the subdivision plat of Sage Meadows Tract D Replat, a replat of Tract D, Sage Meadows Subdivision, to facilitate subdivision of the Tract into Tract D and Tract D1, to be dedicated to the Town of Wellington and the Sage Meadows Homeowners Association, respectively; and

WHEREAS, improvements constructed within Tract D and Tract D1 have shared operation and maintenance responsibilities of both the Town of Wellington and the Sage Meadows Homeowner’s Association; and

WHEREAS, a Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision is proposed to memorialize the subdivision of Tract D and the subsequent dedication to the Town of Wellington and the Sage Meadows Homeowner’s Association; and

WHEREAS, the Owner, Town of Wellington, and Sage Meadows Homeowner’s Association have coordinated to determine the mutual benefits and agreements for defining ownership and maintenance obligations for the improvements constructed within Tract D and Tract D1; and

WHEREAS, an Operating, Maintenance and Easement Agreement is proposed to define the parties’ respective obligations; and

WHEREAS, the notices for the preliminary and final plats have been given and the public hearings required by the Wellington Municipal Code have been held; and

WHEREAS, the Planning Commission, by motion and vote on July 13, 2026, recommended approval of the preliminary and final plats and forwarded its Findings for Approval; and

WHEREAS The Board of Trustees of the Town of Wellington has found the application to be in substantial compliance with the requirements of the Wellington Municipal Code, including the applicable Findings for Approval.

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

1. The final plat of Sage Meadows Tract D Replat, a replat of tract D, Sage Meadows Subdivision, located in the Southwest Corner of Section 4, Township 8 North, Range 68 West of the 6th p.m. Town of Wellington, County of Larimer, State of Colorado, is hereby approved as a final plat in accordance with the Wellington Municipal Code, except as may be specifically modified by this ordinance.
2. The Third Amendment to the Memorandum of Agreement for Public Improvements for Sage Meadows Subdivision shall be executed and recorded with the final plat.
3. The Operating, Maintenance and Easement Agreement for Sage Meadows Tract D Replat, shall be executed and recorded with the final plat.
4. Validity. The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from any such portion which may be ruled invalid.
5. Necessity. In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.
6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three (3) copies of the adopted ordinance available for inspection by the public during regular business hours and shall record at least one certified copy of the ordinance with the Clerk and Recorder of Larimer County.

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PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 28th day of July, 2026 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
A REPLAT OF TRACT D, SAGE MEADOWS SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

LEGAL DESCRIPTION:

A parcel of land located in the Southwest Quarter of Section 4, Township 8 North, Range 68 West of the 6th Principal Meridian, Town of Wellington, County of Larimer, State of Colorado and being more particularly described as follows:

Tract D, Sage Meadows Subdivision, as recorded on February 16, 2018 as Reception No. 20180009840 of the Larimer County records.

Said parcel contains 17.29 acres (753,163 square feet), more or less, and maybe subject to easements and right-of-ways now on record or existing.

DEDICATION OF PUBLIC PROPERTY:

Know all men by these presents that SH Development Company, LLC, a Colorado Limited Liability Company, being the owner(s) of the real property described in this Plat has caused the real property to be surveyed, laid out and subdivided under the name of SAGE MEADOWS TRACT D REPLAT, and does hereby sell, grant, dedicate and convey to the Town of Wellington in fee simple, free and clear of all liens and encumbrances, and set apart, and the Town of Wellington hereby accepts such conveyance and dedication of, all of the easements and public rights-of-way as shown on the accompanying plat to the use of the public forever. The owner shall be responsible for construction and maintenance of all improvements of said streets, easements, public ways and places, until acceptance of maintenance therefor by the Town as provided in the Wellington Municipal Code.

CERTIFICATE OF OWNERSHIP:

I certify that SH Development Company, LLC, a Colorado Limited Liability Company is/are the owner(s) of the property and hereby consent to this plat and to the conveyance and dedication all of the streets, roads, alleys, easements, public ways, and places shown hereon.

OWNER: SH Development Company, LLC, a Colorado Limited Liability Company

BY: _____
Daren L. Roberson, Manager

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Daren L. Roberson as Manager of SH Development Company, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal

My commission expires: _____

Notary Public

ASSOCIATION:

I certify that Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit corporation, is/are the owner(s) of the property and hereby consent to this plat and to the conveyance and dedication all of the streets, roads, alleys, easements, public ways, and places shown hereon.

OWNER: Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit corporation

BY: _____
X, Manager

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by X as Manager of Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal

My commission expires: _____

Notary Public

BOARD OF TRUSTEES CERTIFICATE

Approved this _____ day of _____, 2025, by the Board of Trustees, Wellington, Colorado. This approval is conditional upon all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutter, street lights, street signs, and sidewalks shall be financed by others and not the Town.

Mayor

PLANNING COMMISSION CERTIFICATE

Approved this _____ day of _____, 2025,

By the Town Planning and Zoning Commission, Wellington, Colorado.

Chairperson

ATTORNEY'S CERTIFICATION

I, Jeffrey J. Johnson, an attorney licensed to practice law in the State of Colorado, certify that I have examined title to the above described land dedicated to the Town of Wellington, Colorado, with such land described in Order No. FCIF25215097, Policy No. PIB25215097.28723725, dated July 15, 2025, prepared by Land Title Guarantee Company and Old Republic National Title Insurance Company and that based solely on such property information binder, all persons executing the dedication of this plat are the owners or duly authorized signatories of such land in fee simple, such land is free and clear of all liens and encumbrances, EXCEPT encumbrances set forth in such property information binder (and, for avoidance of doubt, taxes not yet due and payable).

Attorney: _____

Address: 323 South College Avenue, #1 Fort Collins, Colorado 80524

Registration No.: 19,821

SURVEYOR NOTES:

- The lineal unit of measurement for this plat is U.S. Survey Feet.
- The Basis of Bearings is the easterly-most line of Tract D, Sage Meadows Subdivision, as bearing South 00° 31' 12" West, with the North end being monumented by a found #4 rebar, and the South end being monumented by a found #4 rebar with a plastic cap, stamped LS 14823; with all bearings contained herein relative thereto.
- For all information regarding easements, right-of-way or title of record, EPS Group relied upon Order No. FCIF25215097, Policy No. PIB25215097.28723725, dated July 15, 2025, prepared by Land Title Guarantee Company and Old Republic National Title Insurance Company.
- FLOOD ZONE DESIGNATION: Said described property is located within "Zone X" (area of minimal flood hazard), according to Federal Emergency Management Agency (FEMA) Flood Map No. 08069C0767F and Flood Map No. 08069C0759F, both with an effective date of December 19, 2006.
- Neither EPS Group nor the Professional Land Surveyor listed hereon has the expertise to address mineral rights, and recommends the owner retain an expert to address these matters. EPS Group and the Professional Land Surveyor listed hereon assumes no responsibility for the mineral rights upon the subject property.
- A copy of the title commitment and the documents contained therein were provided to the owner, client and attorney listed hereon for their use and review.
- Not all documents listed in the title commitment are plottable or definable by their terms. All easements that are definable by their descriptions are shown hereon with sufficient data to establish their position. Owner, Client and others should refer to the title commitment and those documents listed therein for a true understanding of all rights of way, easements, encumbrances, interests and title of record concerning the subject property.
- For easements created by separate document and shown hereon refer to record document for specific terms.
- Easements and other record documents shown or noted hereon were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- Adjacent property owner information per the Larimer County Land Information Locator.
- Per C.R.S. 38-51-105 (3)(a), (3)(b), (4)(b), (4)(c), & 5, the Developer/Owner of the subdivision plat has the requirement of providing monumentation of the interior corners created by this platting procedure within one year of the effective date of a sales contract. The Surveyor of record of said subdivision plat has only the required responsibility of providing for the on the ground monumentation of the external boundary of the subdivision plat.
- The Professional opinion of the Surveyor is not a determination of law, nor a matter of fact.
- Tract D and Tract D1 are subject to the terms and conditions of that certain Maintenance and Water Storage Facility Agreement recorded with the Larimer County Clerk and Recorder, Colorado on _____, 2025 at Reception Number _____ ("Maintenance Agreement"). Tract D shall be owned and maintained by the Town of Wellington, Colorado pursuant to the Maintenance Agreement. Tract D-1 shall be owned and maintained by Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit corporation pursuant to the Maintenance Agreement.

APPLICANT

SH Development Company, LLC
395 Delozier Drive, Unit 110
Fort Collins, Colorado 80524
Phone: (970) 224-3103

SITE ENGINEER

EPS Group, Inc.
Blaine Mathisen, PE
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
Phone: (970) 488-3901

SITE SURVEYOR

EPS Group, Inc.
Tharen Helgerson, PLS
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
Phone: (970) 221-4158



VICINITY MAP
1" = 2000'

Land Use Table			
Parcel	Description	Dedication	Intended Ownership/Maintenance By
D	Open Space	Drainage, Irrigation, Utility & Access Easement	Town of Wellington
D1	Open Space	Drainage, Irrigation, Utility & Access Easement	HOA

SURVEYOR'S STATEMENT

I, Tharen J. Helgerson, a Colorado Professional Land Surveyor do hereby certify that this Subdivision Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon were found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

PRELIMINARY
03/12/26
FOR REVIEW ONLY

Tharen J. Helgerson
Colorado Professional Land Surveyor No. 38882
For and on behalf of EPS Group, Inc.

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

SECTION:
4
TOWNSHIP:
8 NORTH
RANGE:
68 WEST OF 6TH P.M.

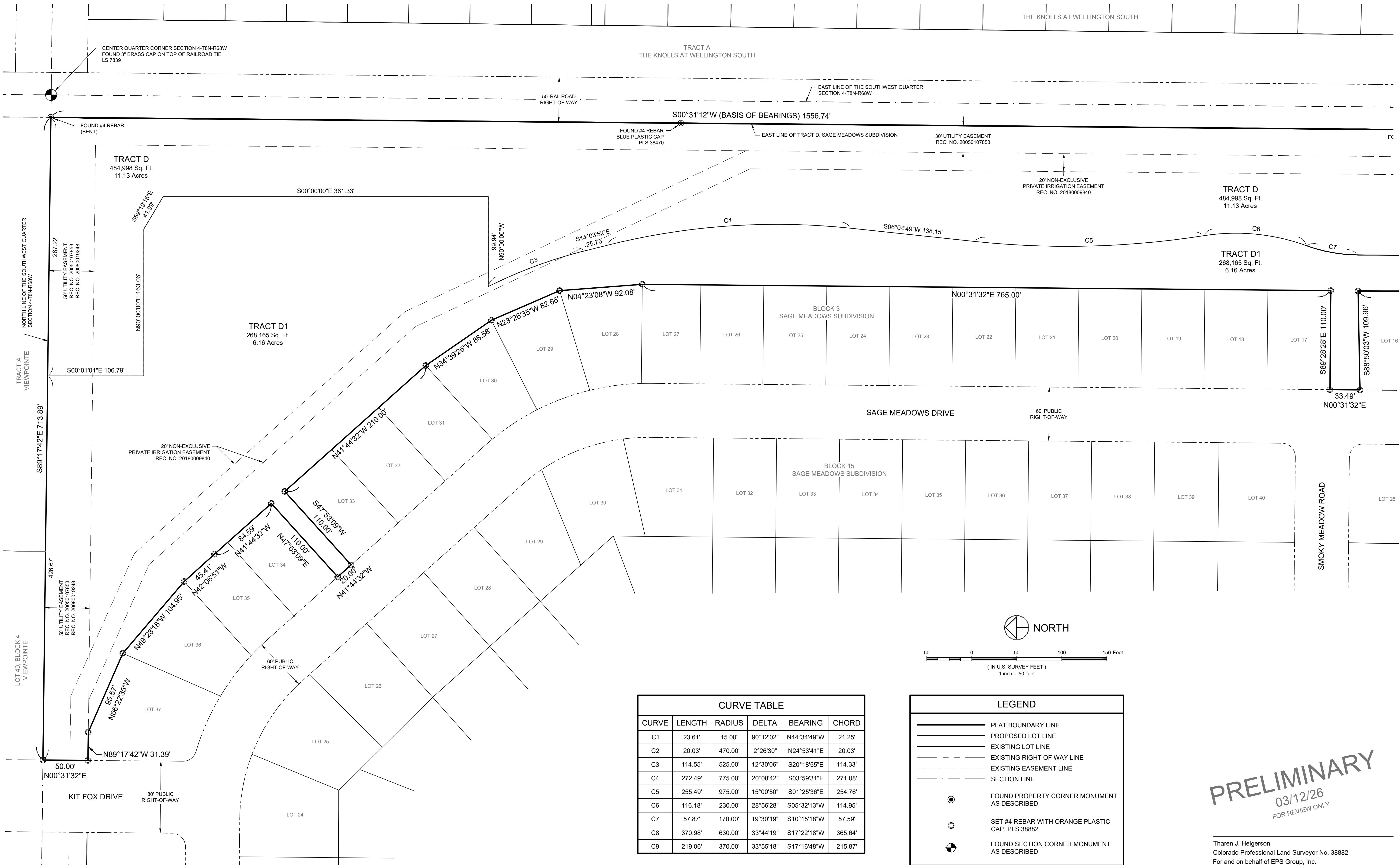
PROJECT:
992-002
CLIENT:
SH DEVELOPMENT
DRAWN BY:
T. HELGERSON
DATE:
03/12/26
SCALE:
1" = 50'
REVIEWED BY:
R. TESSELY



SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

Sheet
1
Of 3 Sheets

SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
A REPLAT OF TRACT D, SAGE MEADOWS SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	23.61'	15.00'	90°12'02"	N44°34'49"W	21.25'
C2	20.03'	470.00'	2°26'30"	N24°53'41"E	20.03'
C3	114.55'	525.00'	12°30'06"	S20°18'55"E	114.33'
C4	272.49'	775.00'	20°08'42"	S03°59'31"E	271.08'
C5	255.49'	975.00'	15°00'50"	S01°25'36"E	254.76'
C6	116.18'	230.00'	28°56'28"	S05°32'13"W	114.95'
C7	57.87'	170.00'	19°30'19"	S10°15'18"W	57.59'
C8	370.98'	630.00'	33°44'19"	S17°22'18"W	365.64'
C9	219.06'	370.00'	33°55'18"	S17°16'48"W	215.87'

LEGEND	
	PLAT BOUNDARY LINE
	PROPOSED LOT LINE
	EXISTING LOT LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING EASEMENT LINE
	SECTION LINE
	FOUND PROPERTY CORNER MONUMENT AS DESCRIBED
	SET #4 REBAR WITH ORANGE PLASTIC CAP, PLS 38882
	FOUND SECTION CORNER MONUMENT AS DESCRIBED

PRELIMINARY
03/12/26
FOR REVIEW ONLY

Tharen J. Helgerson
Colorado Professional Land Surveyor No. 38882
For and on behalf of EPS Group, Inc.

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4

DATE:
03/12/26

PROJECT:
992-002

TOWNSHIP:
8 NORTH

SCALE:
1" = 50'

CLIENT:
SH DEVELOPMENT

RANGE:
68 WEST OF 6TH P.M.

REVIEWED BY:
R. TESSELY

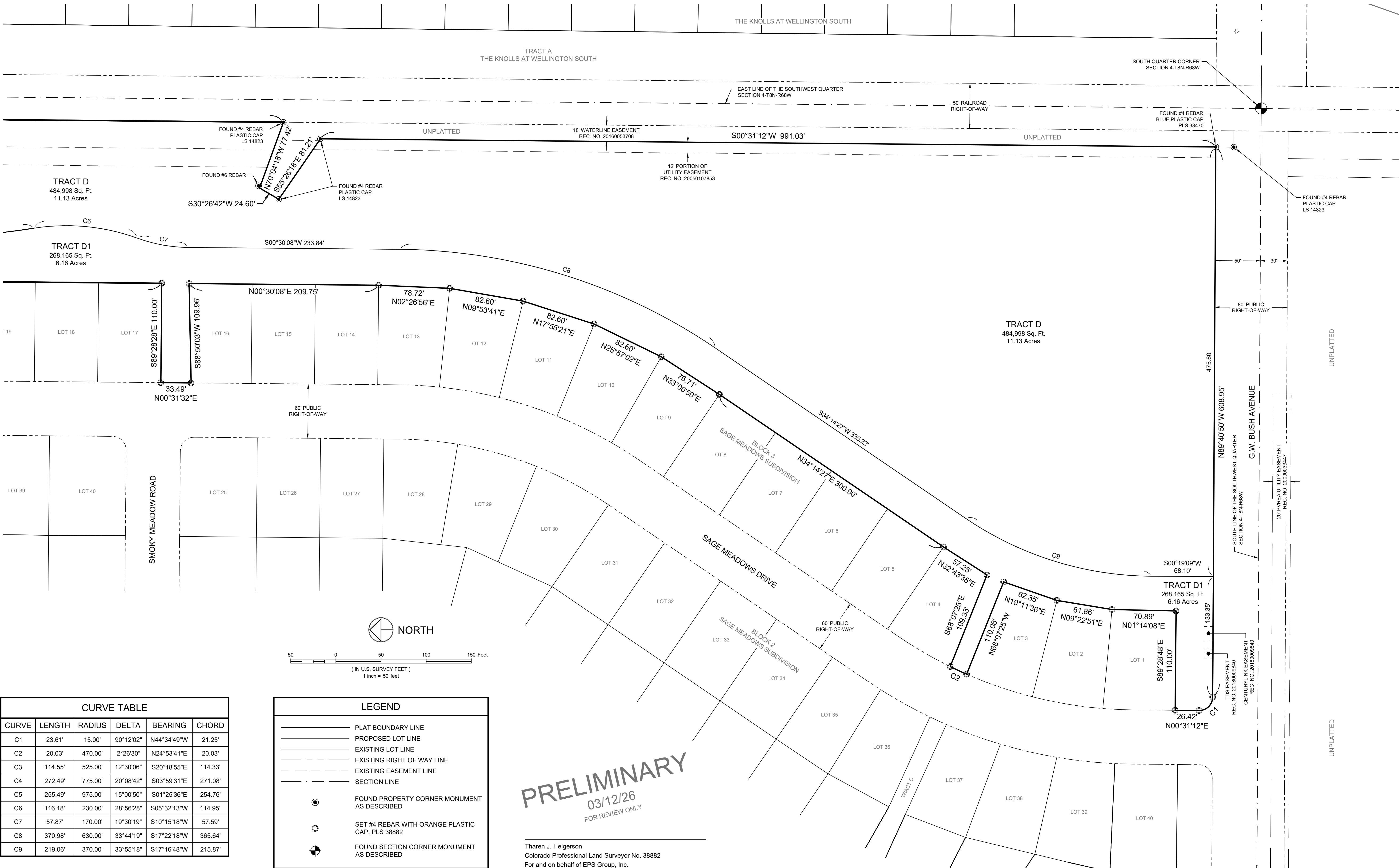
DRAWN BY:
T. HELGERSON

790.221.4158
eps@epsinc.com
ARIZONA | COLORADO

SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

Sheet
2
Of 3 Sheets

SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
A REPLAT OF TRACT D, SAGE MEADOWS SUBDIVISION
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TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



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LEGEND	
	PLAT BOUNDARY LINE
	PROPOSED LOT LINE
	EXISTING LOT LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING EASEMENT LINE
	SECTION LINE
	FOUND PROPERTY CORNER MONUMENT AS DESCRIBED
	SET #4 REBAR WITH ORANGE PLASTIC CAP, PLS 38882
	FOUND SECTION CORNER MONUMENT AS DESCRIBED

PRELIMINARY
03/12/26
FOR REVIEW ONLY

Tharen J. Helgerson
Colorado Professional Land Surveyor No. 38882
For and on behalf of EPS Group, Inc.

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SECTION:
4

DATE:
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PROJECT:
992-002

TOWNSHIP:
8 NORTH

SCALE:
1" = 50'

CLIENT:
SH DEVELOPMENT

RANGE:
68 WEST OF 6TH P.M.

REVIEWED BY:
R. TESSELY

DRAWN BY:
T. HELGERSON

970.221.4158
eps@epsinc.com
ARIZONA | COLORADO

SUBDIVISION PLAT OF
SAGE MEADOWS TRACT D REPLAT
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

Sheet
3
Of 3 Sheets

S:\Survey Jobs\992-002\Drawings\992-002_PLAT_TRACT D.dwgPage 96 of 250

**THIRD AMENDMENT TO MEMORANDUM OF AGREEMENT
FOR PUBLIC IMPROVEMENTS
("Sage Meadows Subdivision")**

THIS THIRD AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS (this "**Amendment**") is made and entered into this ___ day of _____, 2026, by and between the TOWN OF WELLINGTON, COLORADO, a municipal Corporation, hereinafter referred to as the "**Town**," SH DEVELOPMENT COMPANY, LLC, a Colorado limited liability company, hereinafter referred to as "**Owner**," and SH OF COLORADO, INC., a Colorado corporation, hereinafter referred to as "**Developer**."

WITNESSETH:

WHEREAS, the Memorandum of Agreement for Public Improvements was recorded February 16, 2018 at Reception Number 20180009848, as amended by that certain First Amendment to Memorandum of Agreement for Public Improvements recorded April 4, 2019 at Reception Number 20190016959, and as amended by that certain Second Amendment to Memorandum of Agreement for Public Improvements recorded October 12, 2021 at Reception Number 20210101813 of the records of the Clerk and Recorder of Larimer County, Colorado for the residential subdivision commonly known as Sage Meadows, Town of Wellington, Colorado (collectively, the "**Master Agreement**"); and

WHEREAS, the Master Agreement provides that the Town is a member of Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit Corporation ("**Association**"), has one vote in the Association, and pays one residential Lot assessment for the use of the Non-Potable Water System (defined below). The Town and the Association are parties to this Amendment, in part, to confirm and ratify the Town's membership and one vote in the Association. This Amendment also defines and limits the fee paid by the Town to a prorata share of the direct costs related to only the Non-Potable Water System. This definition and limitation is reasonable and necessary because one residential Lot assessment includes various other costs such as trash service, community pool expenses, and general common area landscape and maintenance all of which are unrelated to the Non-Potable Water System. Section 5 below defines the fee paid by the Town; and

WHEREAS, the Master Agreement pertains to the property within the Sage Meadows Subdivision, Town of Wellington, County of Larimer, State of Colorado, subject to the plat recorded with the Larimer County Clerk and Recorder, Colorado on February 16, 2018 at Reception Number 20180009840 ("**Sage Meadows Subdivision**"), and the expansion property subject to the Sage Meadows Second Subdivision pursuant to that certain plat recorded with the Larimer County Clerk and Recorder, Colorado on November 5, 2021 at Reception Number 20210101814 ("**Sage Meadows Second Subdivision**"). The Sage Meadows Second Subdivision (approximately 35.008 acres) is immediately adjoining, and northwest of, the Sage Meadows Subdivision (approximately 116.03 acres). The Sage Meadows Second Subdivision and the Sage Meadows Subdivision are collectively referred to as "**Sage Meadows**"; and

WHEREAS, the Developer is the Declarant under that certain Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded July 24, 2018 at

Reception Number 20180044967, and supplemented by: (i) the First Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded April 16, 2019 at Reception Number 20190018856; (ii) the Second Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded January 31, 2020 at Reception Number 20200007006; (iii) the Third Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded March 2, 2020 at Reception Number 20200014158; (iv) the Fourth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded July 10, 2020 at Reception Number 20200050985; (v) Fifth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded August 26, 2024 at Reception Number 20240035540; (vi) Sixth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded August 18, 2024 at Reception Number 20240044084; and (vii) Seventh Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded January 9, 2025 at Reception Number 20250001038. The Declaration of Protective Covenants, Conditions and Restrictions together with all Supplements thereto are hereinafter referred to as the “**Protective Covenants**”; and

WHEREAS, the Sage Meadows Subdivision plat creates a parcel of land defined as Tract D upon which certain improvements are currently constructed and operating for the benefit of Sage Meadows.

WHEREAS, the improvements currently constructed and operating on Tract D include the following: the storm water detention pond located in the southern portion of Tract D (“**Detention Pond**”), the pump lift station (“**Pumping Station**”) to convey storm water through a forced main pipe (“**Forced Main**”) northward the length of Tract D to an outfall structure (“**Outfall Structure**”) located in the northeast corner of Tract D, and the associated stormwater detention facilities (collectively, the “**Storm Sewer Improvements**”); the security and privacy fence running parallel to the railroad right of way on the eastern side of Tract D (“**Fence**”); Hehn Well and Pumping System with Subterranean Water Well Priority No. 260 S.W., Appropriation Date: December 1, 1946; Adjudication Date: September 10, 1953, CA 11217 (the “**Hehn Water Well**”); well water irrigation storage pond (“**Irrigation Pond**”); a portion of the non-potable irrigation system consisting of underground lines, sprinkler heads, water meter and other irrigation fixtures connected to the Hehn Water Well and the Irrigation Pond (“**Non-Potable Water System**”); pedestrian sidewalk (“**Sidewalk**”); subdivision monument sign and entrance features (“**Entrance Features**”); and general open space and landscaping features such as grasses, shrubs and trees on Tract D (“**Open Space**”). Tract D is currently owned by the Owner and the improvements located on Tract D are subject to the Master Agreement and the Protective Covenants; and,

WHEREAS, the Master Agreement and the Protective Covenants provide for the subdivision of Tract D consistent with the ongoing operation, maintenance, repair and replacement obligations for the improvements noted above; and,

WHEREAS, the Town Board, following the recommended approval by the Planning Commission, approved on _____, 2026 the Major Subdivision Sage Meadows Tract D Replat (the

“**Tract D Replat**”) by Ordinance _____. The Tract D Replat subdivides Tract D, Sage Meadows Subdivision, into two (2) Tracts known as “**Tract D**” and “**Tract D1**,” and,

WHEREAS, Tract D includes the Storm Sewer Improvements, the Fence, and that portion of the Non-Potable Water System located on Tract D1, and general landscaping features such as grasses, shrubs and trees (collectively, “**Tract D Improvements**”); and,

WHEREAS, the Master Agreement and the Protective Covenants provide that, following completion of the Tract D Replat, the Owner will convey ownership of Tract D together with the Tract D Improvements to the Town; and,

WHEREAS, Tract D1 includes the Hehn Water Well, Irrigation Pond, that portion of the Non-Potable Water System located on Tract D1, Sidewalk, Entrance Features, and general landscaping features such as grasses, shrubs and trees (collectively, “**Tract D1 Improvements**”); and,

WHEREAS, the Master Agreement and the Protective Covenants provide that, following completion of the Tract D Replat, the Owner will convey ownership of Tract D1 together with the Tract D1 Improvements to the Association; and,

WHEREAS, in connection with and pursuant to the Master Agreement and the Protective Covenants, the parties desire to set forth certain terms and obligations with respect to the Tract D Replat and the subsequent operation, maintenance, repair and replacement of the Tract D Improvements and the Tract D1 Improvements; and

WHEREAS, the parties have utilized the same definitions as contained in the Master Agreement unless a contrary intent is evidenced herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, Master Agreement is amended as follows:

1. Tract D Replat; Tract Deeds. The Owner shall record the Tract D Replat with the Larimer County Clerk and Recorder, Colorado together with a copy of this Amendment and shall coordinate such recordings with Town staff. Contemporaneous with such recordings, the Owner shall execute and record a good and sufficient Bargain and Sale Deed conveying Tract D to the Town and Tract D1 to the Association.

2. Operating, Maintenance and Easement Agreement. Effective contemporaneous with execution of this Amendment, the Town and the Association shall execute that certain Operating, Maintenance and Easement Agreement (Sage Meadows Tract D Replat) providing for the parties respective rights and obligations for the operation, maintenance, repair and replacement of the Tract D Improvements and the Tract D1 Improvements (“**Maintenance Agreement**”). Contemporaneous with the recording of this Amendment, the Town shall record the fully executed Maintenance Agreement with the Larimer County Clerk and Recorder.

3. Tract D Improvements. Pursuant to the Maintenance Agreement, the Town at its cost and expense shall be responsible for the operation and upkeep of Tract D, and for the operation, maintenance, repair and replacement of the Tract D Improvements. The Association shall not contribute toward any costs for the operation, maintenance, repair or replacement of the Tract D Improvements.

4. Tract D1 Improvements. Pursuant to the Maintenance Agreement, the Association at its cost and expense is responsible for the operation and upkeep of Tract D1, and for the operation, maintenance, repair and replacement of the Tract D1 Improvements. The Town shall not contribute toward any costs for the operation, maintenance, repair or replacement of the Tract D1 Improvements.

5. Use of Non-Potable Water System on Tract D.

5.1 The Parties agree that the Town may continue to access and use the Non-Potable Water System to provide irrigation water for Tract D (“**Tract D Irrigation System**”). The right and obligations to utilize the Non-Potable Water System for the benefit of Tract D shall be appurtenant to and run with Tract D and any owners thereof and their successors or assigns. The Town shall be responsible for the operation, maintenance, repair and replacement of the Tract D Irrigation System pursuant to the Maintenance Agreement including any water meter and connection of the Tract D Irrigation System to the Non-Potable Water System.

5.2 Association will make all decisions regarding the operation, maintenance, repair and replacement of the Non-Potable Water System including, but not limited to, the seasonal start and end date for the Non-Potable Water System, and shall maintain the Non-Potable Water System in good working order and condition consistent with reasonable industry standards. The Association may also proscribe or limit water delivery to Tract D if such limitations are reasonably necessary to protect or preserve the equipment serving the Non-Potable Water System; provided, however, that any such limitation shall be applied in a uniform and equitable manner to all users of the Non-Potable Water System, and the Association shall provide at least ten (10) days' prior written notice to the Town, except in the case of an emergency. The Association may also establish or limit certain watering days, and adopt restrictions and/or tiered water use rates, in a uniform and equitable manner applicable to all users of the Hehn Water Well if such restrictions and/or tiered water use rates are reasonably necessary to protect or preserve the water supply available from the Hehn Water Well (collectively, “**Water Conservation**”); provided, however, that the Association shall provide at least thirty (30) days' prior written notice to the Town before adopting any Water Conservation policy that would affect the Town, and shall provide the Town a reasonable opportunity to review and comment on the proposed policy. Any Water Conservation policy shall apply to all residential Lots, Outlot A and Outlot B within Sage Meadows Second Subdivision (“**Outlot**”), and Tract D in a uniform and equitable manner without consideration to the relative square feet of Tract D, a residential Lot, or an Outlot, or the relative percentage of the Tract D, a residential Lot or an Outlot that is covered with irrigated landscape.

5.3 The Town shall pay a fee to the Association as provided herein which fee amends, replaces and is paid in lieu of the one (1) residential assessment paid pursuant to Section 3.d) of the Memorandum of Agreement for Public Improvements recorded February 16, 2018. The

Town remains a member of the Homeowner's Association and retains one vote in the Association pursuant to Section 3.d). The amount charged to the Town is based on a prorata share of the Water Delivery Cost (defined below) without consideration to the relative square feet of Tract D, a residential Lot, or an Outlot, or the relative percentage of Tract D, residential Lot, or an Outlot covered with irrigated landscape. The Hehn Water Well historically irrigated all lands within Sage Meadows and as such the Town as the owner of Tract D, each residential lot, each Outlot, and each tract of open space or common area, owned by the Association or the Town, are all entitled to receive irrigation water without any charge for the value of the water delivered or the quantity of water delivered unless the Association subsequently adopts Water Conservation policies as provided herein.

The Association shall calculate every seven (7) years its estimated actual cost of the operation, maintenance, repair and replacement reserve for the Non-Potable Water System. Such costs shall include electricity, routine equipment maintenance, seasonal costs to start up and shut down the Non-Potable Water System, a reasonable operating reserve supported by third-party analysis, and a reasonable allocation of the Association's management fee attributed to the Non-Potable Water System ("**Water Delivery Cost**"). The Water Delivery Cost specifically excludes any charge for the value of the water delivered or the quantity of water delivered unless the Association subsequently adopts Water Conservation policies as provided herein. The Water Delivery Cost paid by the Town is established pursuant to Section 5.4 below. Upon reasonable request by the Town, the Association shall make available for inspection and copying its books, records, and supporting documentation related to the calculation of the Water Delivery Cost.

The Association maintains a Forty-Five Thousand Dollar (\$45,000.00) operating reserve for the Non-Potable Water System under the Master Agreement. Pursuant to the Protective Covenants, the Association may issue a special assessment to the residential lot owners to maintain the required operating reserve ("**Reserve Cost**"). The Town as the owner of Tract D that is receiving irrigation water through the Non-Potable Water System shall be responsible for the payment of its prorata share of any Reserve Cost. The prorata share for the Town as the owner of Tract D is 0.0022% which is 1 divided by 453 (the sum of 450 residential Lots, plus Outlot A, Outlot B and Tract D) ("**Prorata Share**"). The Town shall pay to the Association such amount within thirty (30) days of receiving an invoice setting for the calculation of the Reserve Cost.

The Association may determine from time to time that maintenance, repairs or replacements of components of the Hehn Water Well or the Non-Potable Water System are necessary that exceed the operating reserve ("**Repairs or Replacements Cost**"). The Association shall provide at least thirty (30) days written notice of any such Repairs or Replacements Cost, together with a detailed explanation of the improvement, cost estimate, and copies of at least two (2) competitive bids. The Town as the owner Tract D shall be responsible for the payment of its Prorata Share of any assessment for Repairs or Replacements Cost; provided, however, that if the Prorata Share attributable to the Town exceeds Two Thousand Dollars (\$2,000.00) in any twelve-month period, the Town shall have the right to review and object to the proposed expenditure, and the Parties shall confer in good faith prior to the Association proceeding. The Town shall pay to the Association such amount within thirty (30) days of receiving an invoice for Repairs or Replacements Cost.

5.4 The Town shall pay a fee equal to either: (i) the Town's Prorata Share of the Water Delivery Cost which the parties agree and stipulate is One Hundred Dollars (\$100.00) per year through December 31, 2033. Commencing for the 2034 irrigation season, and every seven (7) years thereafter, the Association shall establish the total Water Delivery Cost for the Non-Potable Water System and shall provide the Town with reasonable supporting documentation of such calculation. The Town shall pay its Prorata Share of the Water Delivery Cost, which amount shall be the fix fee per year paid by the Town for the applicable seven (7) year cycle; provided, however, that the Water Delivery Cost shall not increase by more than twenty-five percent (25%) per seven (7) year cycle without the written consent of all Parties. Any dispute regarding the calculation of the Water Delivery Cost shall be resolved by an independent third-party auditor mutually agreed upon by the Parties; or (ii) an amount payable pursuant to any subsequent Water Conservation policy adopted as provided herein. Any fix fee shall be billed annually. Any amount payable pursuant to a Water Conservation policy shall be billed monthly during the irrigation season. The Owner shall pay to the Association such fee within thirty (30) days of receiving an invoice from the Association.

As of the date of this Agreement, the Association does not monitor water consumption through a water meter. The Association does not currently charge or assess any fee based on water consumption. The Non-Potable Water System connects to each residential Lot through a water meter pit that was installed so that the Association could monitor water consumption or adopt Water Conservation policies in the future. If the Association subsequently elects to monitor water consumption or adopt Water Conservation policies, the Town shall install at their cost and expense a compatible water meter (a E25ss5/8 x 3/4 71/2 LL E-series meter as of the date of this Agreement) to measure water consumption on Tract D.

6. Use of Non-Potable Water System on Outlots. Contemporaneous with execution of this Amendment, the Developer, the Association and the owners of Outlot A and Outlot B, Sage Meadow Second Subdivision, shall execute that certain Non-Potable Irrigation Water Use Agreement providing that such Outlots shall be entitled to use water from the Hehn Water Well through the Non-Potable Water System ("**Non-Potable Irrigation Water Use Agreement**"). Contemporaneous with the recording of this Amendment, the Developer shall record the fully executed Non-Potable Irrigation Water Use Agreement with the Larimer County Clerk and Recorder.

7. Termination of Agreement Regarding Well Water. Contemporaneous with execution of this Amendment, the Developer and the Owner, as successors in interest, shall execute that certain Termination of Agreement regarding the Water Well and Municipal Water and Sewer Utilities and of Indemnification and Restoration Agreement ("**Termination Agreement**") providing for the termination of the following documents: (i) that certain Agreement Regarding Well Water and Municipal Water and Sewer Utilities as recorded with the Larimer County Clerk and Recorder, Colorado on March 28, 2008 at Reception Number 20080019248 ("**Agreement Regarding Well Water and Municipal Water and Sewer Utilities**"); and, (ii) that certain Indemnification and Restoration Agreement recorded April 14, 2008 at Reception No. 2008022769 ("**Indemnification and Restoration Agreement**"). The Developer and the Owner are the successors in interest to all right, title and interest in and to the Agreement Regarding Well Water and Municipal Water and Sewer Utilities and to the Indemnification and Restoration

Agreement. The Town accepted and agreed to the Agreement Regarding Well Water and Municipal Water and Sewer Utilities by signature dated March 24, 2008, and hereby consents to the execution and recordation of the Termination Agreement as the purposes of such agreements are fully satisfied and rendered moot under the terms of the Master Agreement and Protective Covenants. Contemporaneous with the recording of this Amendment, the Developer shall record a fully executed Termination Agreement with the Larimer County Clerk and Recorder

8. Effect of Master Agreement. Except as specifically modified herein, all original parts, sections, subsections, sentences, clauses or phrases of the Master Agreement shall remain in full force and effect. By way of example, the special conditions set forth in Section 3.d) and 3.e) of the Memorandum of Agreement for Public Improvements as recorded February 16, 2018 at Reception Number 20180009848 are not modified by this Agreement. The Association may not be dissolved without the consent of the Town. The Town shall have the right, but not the obligation, to assume responsibility for the operation and maintenance of the Non-Potable Water System if it is not adequately maintained. And the Town shall be a member of the Association, shall have one vote in the Association, and shall pay one residential lot assessment for use of the Non-Potable Water System.

9. Severability. If any part, section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement.

10. Burden and Benefit. This Agreement shall run with the land comprising of Sage Meadows and shall be binding upon the parties hereto, their personal representatives, heirs, successors, grantees, and assigns.

IN WITNESS WHEREOF, the Town, the Developer, and the Owner have caused this Agreement to be duly executed on the day and year first above written.

[signatures on following pages]

TOWN OF WELLINGTON

Rebekka Dailey, Mayor

ATTEST:

_____, Town Administrator/Clerk

(SEAL)

Approved as to form:

By: _____
_____, Town Attorney

OPERATING, MAINTENANCE AND EASEMENT AGREEMENT

(SAGE MEADOWS TRACT D REPLAT)

This Operating, Maintenance and Easement Agreement (“**Agreement**”) is made and entered into this ___ day of _____, 2026 by and between the Town of Wellington, Colorado, a municipal Corporation, hereinafter referred to as the “(**Town**)” and the Sage Meadows of Wellington HOA, Inc., a Colorado nonprofit Corporation (“**Association**”), collectively the “**Parties**.”

RECITALS

A. The Town is the owner of the following real property:

Tract D, Sage Meadows Tract D Replat, Town of Wellington, County of Larimer, State of Colorado according the Minor Subdivision Sage Meadows Tract D Replate as recorded with the Larimer County Clerk and Recorder, Colorado on _____, 2026 at Reception Number _____ (“**Tract D**”).

B. The Association is the owner of the following real property:

Tract D1, Sage Meadows Tract D Replat, Town of Wellington, County of Larimer, State of Colorado according the Minor Subdivision Sage Meadows Tract D Replate as recorded with the Larimer County Clerk and Recorder, Colorado on _____, 2026 at Reception Number _____ (“**Tract D1**”).

C. Tract D and Tract D1 are located within the subdivision commonly known as “**Sage Meadows**.” Sage Meadows subject to the plat recorded with the Larimer County Clerk and Recorder, Colorado on February 16, 2018 at Reception Number 20180009840 (“**Sage Meadows Subdivision**”), and the expansion property subject to the Sage Meadows Second Subdivision pursuant to that certain plat recorded with the Larimer County Clerk and Recorder, Colorado on November 5, 2021 at Reception Number 20210101814 (“**Sage Meadows Second Subdivision**”). The Sage Meadows Second Subdivision (approximately 35.008 acres) is immediately adjoining, and northwest of, the Sage Meadows Subdivision (approximately 116.03 acres). The Sage Meadows Second Subdivision and the Sage Meadows Subdivision are collectively referred to as Sage Meadows. Tract D and Tract D1 include various public and private improvements for the use and benefit of Sage Meadows.

D. The improvements located on Tract D include the following: the storm water detention pond located in the southern portion of Tract D (“**Detention Pond**”), the pump lift station (“**Pumping Station**”) to convey storm water through a forced main pipe (“**Forced Main**”) northward the length of Tract D to an outfall structure (“**Outfall Structure**”) located in the northeast corner of Tract D, and the associated stormwater detention facilities (collectively,

the “**Storm Sewer Improvements**”); the security and privacy fence running parallel to the railroad right of way on the eastern side of Tract D (“**Fence**”); all underground lines, sprinkler heads, water meter and other irrigation fixtures located within Tract D (“**Tract D Irrigation System**”); and, the general open space and landscaping features such as grasses, shrubs and trees on Tract D (“**Open Space**”) (together collectively, the “**Tract D Improvements**”).

E. The improvements located on Tract D1 include the following: Hehn Well and Pumping System with Subterranean Water Well Priority No. 260 S.W., Appropriation Date: December 1, 1946; Adjudication Date: September 10, 1953, CA 11217 (the “**Hehn Water Well**”), well water irrigation storage pond (“**Irrigation Pond**”), and associated pumps, pump house, irrigation lines, and related non-potable irrigation system improvements (collectively, “**Non-Potable Water System**”); the pedestrian sidewalk (“**Sidewalk**”) including the strip of land ten (10) feet east of the Sidewalk all of which are located within Tract D1; the subdivision monument sign and entrance features (“**Entrance Features**”); and the general open space and landscaping features such as grasses, shrubs and trees on Tract D1 (“**Open Space**”) (together collectively, the “**Tract D1 Improvements**”).

F. Sage Meadows is subject to that certain Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded July 24, 2018 at Reception Number 20180044967, and supplemented by: (i) the First Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded April 16, 2019 at Reception Number 20190018856; (ii) the Second Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded January 31, 2020 at Reception Number 20200007006; (iii) the Third Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded March 2, 2020 at Reception Number 20200014158; (iv) the Fourth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded July 10, 2020 at Reception Number 20200050985; (v) Fifth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded August 26, 2024 at Reception Number 20240035540; (vi) Sixth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded August 18, 2024 at Reception Number 20240044084; and (vii) Seventh Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Sage Meadows Subdivision recorded January 9, 2025 at Reception Number 20250001038. The Declaration of Protective Covenants, Conditions and Restrictions together with all Supplements thereto are hereinafter referred to as the “**Protective Covenants.**”

G. Sage Meadows is also subject to that certain Memorandum of Agreement for Public Improvements was recorded February 16, 2018 at Reception Number 20180009848, as amended by that certain First Amendment to Memorandum of Agreement for Public

Improvements recorded April 4, 2019 at Reception Number 20190016959, as amended by that certain Second Amendment to Memorandum of Agreement for Public Improvements recorded October 12, 2021 at Reception Number 20210101813, and as amended by that certain Third Amendment to Memorandum of Agreement for Public Improvements recorded _____, 2026 at Reception Number _____ of the records of the Clerk and Recorder of Larimer County, Colorado (collectively, the “**Master Agreement**”).

H. The Master Agreement provides that irrigation of lawns, open space, parks, and other irrigated areas within Sage Meadows will be irrigated with non-potable water supplied through the Non-Potable Water System. The Non-Potable Water System is completed and performing its intended purposes in accordance with the terms of the Master Agreement.

I. The Town and the Association intend to own and operate their respective Tracts in conjunction with each other as integral parts of the Sage Meadows subdivision. In order to effectuate the operation, maintenance, repair and replacement of the improvements on their respective Tracts, they hereby enter into certain covenants and agreements, and to grant to each other certain reciprocal easements, in, to, over, and across their respective Tracts.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good, valuable, and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Recitals.** The Recitals are affirmed and incorporated herein by reference as substantive terms of this Agreement.

2. **Tract D Improvements.** The Town, at its sole cost, shall be solely responsible for the operation, maintenance, repair and replacement of the Tract D Improvements including:

a. the Storm Water Improvements, including the Detention Pond, Pumping Station, Forced Main, and Outfall Structure, and will keep the Storm Water Improvements in good condition and repair, and in good working order in accordance with generally accepted engineering standards.

b. the Fence and will keep such Fence in good condition and repair in accordance with Town standards.

c. the Tract D Irrigation System and will keep the Track D Irrigation System in good condition and repair, and in good working order in accordance with Town standards.

d. the Open Space and the general landscaping features such as grasses, shrubs and trees on Tract D and will irrigate, mow, trim and replant as reasonably necessary so that the Open Space and landscaping improvements are maintained in good condition in accordance with Town standards.

The Association shall not contribute toward any costs for the operation, maintenance, repair or replacement of the Tract D Improvements.

3. Tract D1 Improvements. The Association, at its sole cost, shall be solely responsible for operation, maintenance, repair and replacement of the Tract D1 Improvements including:

a. the Non-Potable Water System, including the Hehn Water Well and Irrigation Pond, and will keep the Non-Potable Water System in good condition and repair, and in good working order in accordance with generally accepted engineering standards.

b. the Sidewalk and will keep the Sidewalk in good condition and repair in accordance with Town standards. The Association is also responsible for snow removal from the Sidewalk in accordance with Town standards.

c. the Entrance Feature and will keep the Entrance Feature in good condition and repair in accordance terms and conditions of the Protective Covenants.

d. the Open Space and the general landscaping features such as grasses, shrubs and trees on Tract D1, including the strip of land ten (10) feet east of the sidewalk, and will irrigate, mow, trim and replant as reasonably necessary so that the Open Space and landscaping improvements are maintained in good condition in accordance with Town standards.

The Town shall not contribute toward any costs for the operation, maintenance, repair or replacement of the Tract D1 Improvements.

4. Mutual Grant of Easement. The Town and the Association hereby grant to each other a perpetual, non-exclusive cross access easement over and across Tract D and Tract D1 for the purpose of performing their respective operation, maintenance, repair, and replacement activities as outlined in this Agreement.

5. Mutual Cooperation. The Town and the Association agree to coordinate their work activities to minimize disruption to each other's operations and shall provide reasonable notice to the other party prior to entering the other's property, except in the case of emergencies requiring immediate attention. Prior to commencing any significant work, the initiating party shall provide the other party with reasonable advance notice detailing the scope of work and anticipated timeframe. All work shall be performed in a manner consistent with the standards set forth in this Agreement and in compliance with all applicable laws and regulations.

6. Additional Provisions

a. Any notice required or permitted under this Agreement will be in writing and (a) personally delivered, (b) sent by certified mail, return receipt requested to the address listed as the principal address of the party with the Colorado Secretary of State, or (c) sent by an overnight courier service to the address listed as the principal address of the party with the Colorado Secretary of State. If personally delivered, the notice will be effective upon delivery. If mailed via certified mail, the notice will be effective three days following deposit in the U.S. mail, postage prepaid. If sent via overnight courier service, the notice will be effective on the first business day following deposit with such courier. Notice of any address change will be given as provided above.

b. This Agreement, including all benefits and burdens, shall run with the land, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

c. Except for the operating, maintenance, repair and replacement obligations as defined herein, all original parts, sections, subsections, sentences, clauses or phrases of the Master Agreement and the Protective Covenants shall remain in full force and effect.

d. If any part, section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement.

e. In the event of a default under this Agreement, the defaulting party shall pay all costs and reasonable attorney fees incurred by the non-defaulting party as a result of the default.

f. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution.

g. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

h. It is expressly understood and agreed by and between the Parties hereto that this Agreement shall be governed by and its terms construed under the laws of the State of Colorado and Venue shall be in the district court for Larimer County, Colorado.

i. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Town and the Association have caused this Agreement to be duly executed on the day and year first above written.

TOWN OF WELLINGTON

Rebekka Dailey, Mayor

ATTEST:

_____, Town Administrator/Clerk

(SEAL)

Approved as to form:

By: _____
_____, Town Attorney

ASSOCIATION:

Sage Meadows of Wellington HOA, Inc.,
a Colorado nonprofit Corporation

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026
by _____, as President of Sage Meadows of Wellington HOA, Inc., a Colorado
nonprofit Corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026
by _____, as Secretary of Sage Meadows of Wellington HOA, Inc., a Colorado
nonprofit Corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
My commission expires: _____

**TERMINATION
of
AGREEMENT REGARDING WELL WATER AND MUNICIPAL WATER AND
SEWER UTILITIES
and of
INDEMNIFICATION AND RESTORATION AGREEMENT**

This Termination Agreement of Agreement Regarding Well Water and Municipal Water and Sewer Utilities and of Indemnification and Restoration Agreement (“**Termination Agreement**”) is dated _____, 2026, by and between SH Development Company, LLC, a Colorado limited liability company (“**SH Development**”), SH Holdings HWY 1, LLC, a Colorado limited liability company (“**SH Holdings**”), and SH OF COLORADO, INC., a Colorado corporation (“**SH of Colorado**”), as successor in interest to SH Holdings (collectively, the “**Parties**”).

RECITALS:

A. SH Development is the owner, and SH of Colorado the developer, of real property and water rights known as Sage Meadows Subdivision pursuant to that certain plat recorded with the Larimer County Clerk and Recorder, Colorado on February 16, 2018 at Reception Number 20180009840 (“**Sage Meadows Subdivision**”).

B. SH Development acquired the real property and all water rights within the Sage Meadows Subdivision under that certain Special Warranty Deed recorded with the Larimer County Clerk and Recorder, Colorado on December 15, 2015 at Reception Number 20150084325 (“**SH Development Deed**”). SH Development acquired under the SH Development Deed all rights, title, and interest in and to: (1) that certain Agreement Regarding Well Water and Municipal Water and Sewer Utilities as recorded with the Larimer County Clerk and Recorder, Colorado on March 28, 2008 at Reception Number 20080019248 (“**Agreement Regarding Well Water and Municipal Water and Sewer Utilities**”); and, (2) that certain Indemnification and Restoration Agreement recorded April 14, 2008 at Reception No. 2008022769 (“**Indemnification and Restoration Agreement**”).

C. SH of Colorado, as successor in interest to SH Holdings, is the owner and developer for the real property and all water rights known as Sage Meadows Second Subdivision pursuant to that certain plat recorded with the Larimer County Clerk and Recorder, Colorado on November 5, 2021 at Reception Number 20210101814 (“**Sage Meadows Second Subdivision**”).

D. SH Holdings acquired the real property and all water rights within the Sage Meadows Second Subdivision under that certain Special Warranty Deed recorded with the Larimer County Clerk and Recorder, Colorado on August 4, 2016 at Reception Number 20160050922 (“**SH Holdings Deed**”). SH Holdings acquired under the SH Holdings Deed all rights, title, and interest in and to: (1) that certain Agreement Regarding Well Water and Municipal Water and Sewer Utilities; and, (2) that certain Indemnification and Restoration Agreement. SH Holdings subsequently conveyed to SH of Colorado all such real property and water rights to under that certain Special Warranty Deed recorded with the Larimer County Clerk

and Recorder, Colorado on August 23, 2021 at Reception Number 20210079596, and under that certain Bargain & Sale Correction Deed recorded with the Larimer County Clerk and Recorder, Colorado on _____, 2026 at Reception Number _____.

E. The Town of Wellington, Colorado, a municipal corporation (“**Town**”) accepted and agreed to that certain Agreement Regarding Well Water and Municipal Water and Sewer Utilities as the grantee of the municipal utilities easements under that certain Deed of Easement recorded with the Larimer County Clerk and Recorder, Colorado on March 28, 2008 at Reception Number 20080019247. The Town likewise accepts and agrees to this Termination Agreement by signature below.

F. The purpose of this Termination Agreement is to acknowledge and ratify the complete satisfaction and performance of all obligations among the Parties under the Agreement Regarding Well Water and Municipal Water and Sewer Utilities and under the Indemnification and Restoration Agreement, and to terminate both of these agreements.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good, valuable, and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows, and further agree that this Termination Agreement shall be recorded with the Larimer County Clerk and Recorder, Colorado:

AGREEMENT

1. The Recitals are affirmed and incorporated herein by reference as substantive terms of this Termination Agreement.

2. The Parties hereby acknowledge and ratify the complete satisfaction and performance of all obligations among the Parties under the Agreement Regarding Well Water and Municipal Water and Sewer Utilities, and hereby terminate such agreement as recorded with the Larimer County Clerk and Recorder, Colorado on March 28, 2008 at Reception Number 20080019248. The Agreement Regarding Well Water and Municipal Water and Sewer Utilities is hereby terminated.

3. The Town hereby accepts and agrees the termination of that certain Agreement Regarding Well Water and Municipal Water and Sewer Utilities by signature below.

4. The Parties hereby mutually release, acquit, and forever discharge each other from any and all claims, demands, actions, causes of action, damages, liabilities, and obligations of any nature whatsoever, whether known or unknown, arising out of or related to the Agreement Regarding Well Water and Municipal Water and Sewer Utilities and the Indemnification and Restoration Agreement, except as otherwise expressly set forth in this Termination Agreement.

5. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. This Termination Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Termination Agreement may not be amended or modified

except by a written instrument signed by all Parties. If any provision of this Termination Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Each Party represents and warrants that it has full power and authority to enter into this Termination Agreement and that the person signing on behalf of such Party has been duly authorized to execute and deliver this Termination Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and date first above stated.

[signatures on following pages]

SH Development Company, LLC,
a Colorado limited liability company

By: _____
Daren L. Roberson, Manager

[illegible]

The foregoing instrument was acknowledged before me on _____, 2026 by Daren L. Roberson, as Manager of SH Development Company LLC, a Colorado limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

SH of Colorado, Inc.,
a Colorado corporation

By: _____
Daren L. Roberson, President

[illegible]

The foregoing instrument was acknowledged before me on _____, 2026 by Daren L. Roberson, as President of SH of Colorado, Inc., a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

SH Holdings HWY 1, LLC,
a Colorado limited liability company

By: _____
Daren L. Roberson, Manager

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026 by
Daren L. Roberson, as Manager of SH Holdings HWY 1, LLC, a Colorado limited liability
company.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

ACCEPTED AND AGREED:

TOWN OF WELLINGTON

_____, Mayor

ATTEST:

_____ Town Administrator/Clerk

(SEAL)

Approved as to form:

By: _____
Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026 by _____
_____, as Mayor of the Town of Wellington.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, 2026 by _____
_____, as Clerk for the Town of Wellington.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

Board of Trustees Meeting

Date: July 28, 2026

Subject: Public Hearing for Ordinance No. 09-2026 Considering Approval of a Minor Subdivision Plat for Sage Meadows Tract D2, a Replat of Sage Meadows Tract D Replat along with an adjacent Parcel owned by Colorado State University and Rezone of the same from R-2 - Residential Low Density District to P - Public District

- **Presentation: Cody Bird, Planning and Building Director**

EXECUTIVE SUMMARY

The Board of Governors of the Colorado State University System (CSU) has submitted a Minor Subdivision Plat application to create Sage Meadows Tract D2 by combining its existing irrigation well parcel (Kerbel Well) with a small portion of Sage Meadows Tract D Replat, Sage Meadows Subdivision. The request is to accommodate relocation of an agricultural irrigation well on the property that serves the University's Agricultural Research, Development and Education Center (ARDEC). The existing well cannot be redrilled on the current parcel due to site spacing constraints. CSU is requesting to include the portion of Tract D to accommodate a new well location to protect the existing water right and comply with state well permitting requirements.

During review of the application, Town staff identified that the CSU parcel was assigned a zoning designation of R-2 – Residential Low Density District when annexed, and the adjacent Tract D is zoned P - Public District. To ensure consistent zoning across the proposed Sage Meadows Tract D2, Town staff recommended rezoning the applicable portion of the property to P – Public District.

Staff finds the proposed Minor Subdivision and recommended rezone are consistent with the Comprehensive Plan, the Sage Meadows Development Agreement, and the Wellington Land Use Code. The proposal preserves the overall open space function of Sage Meadows Tract D, supports CSU's agricultural research operations, and is not expected to create adverse impacts to surrounding properties, public infrastructure, or the environment.

Staff recommends approval of the Minor Subdivision Plat and the associated rezone, subject to the applicant addressing all remaining Planning and Engineering review comments prior to final approval and recording of the plat.

BACKGROUND / DISCUSSION

- The Board of Governors of the Colorado State University System (CSU) has submitted an application for a Minor Subdivision Plat for a small parcel of land owned by CSU and adjacent to Tract D, Sage Meadows Subdivision. The application also requests a small portion of Tract D be made available for CSU to expand their parcel to accommodate relocation of an agricultural irrigation well on the site.
- CSU owns the adjacent parcel that has historically been used as an irrigation well site serving the University's Agricultural Research, Development and Education Center (ARDEC). The existing irrigation well has failed and needs to be redrilled in close proximity to the existing well location in accordance with the water right and well permitting requirements. CSU has determined that a

replacement well cannot be located on the existing CSU parcel due to the size and constraints of the adjacent railroad and utility infrastructure. Relocation of the agricultural well just to the north of their parcel would be a viable location to drill a new irrigation well. The Minor Subdivision would create a separate tract to accommodate the well infrastructure while maintaining the overall open space function of Tract D.

- The proposed Minor Subdivision is closely associated with the Major Subdivision application for Sage Meadows Tract D Replat, considered by the Board of Trustees in a separate action. The Major Subdivision for Sage Meadows Tract D Replat would divide the existing Tract D into Tract D and Tract D1. The Minor Subdivision proposed by CSU would subsequently create Tract D2 by combining a small portion of Tract D with CSU's existing parcel.
- The CSU parcel was originally assigned a zoning designation of R-2 Residential when annexed into the Town along with the Sage Meadows Subdivision, while Tract D is currently zoned P – Public District.
- Town staff identified the zoning discrepancy when reviewing the Minor Subdivision request, and recommended rezoning the entire tract to P – Public District to avoid creating a parcel with two different zoning designations. The P – Public District zoning is consistent with the proposed public ownership and use of the property, and agricultural irrigation well operations would not be affected by the change to the zoning designation.
- Continued use of the proposed new Tract D2 for agricultural irrigation well operation is consistent with the existing character of the area. The proposed new well location would slightly enlarge the existing fenced area and would not substantially alter the existing open space, drainage, or trail functions of Tract D.
- The proposed Minor Subdivision and rezone to P – Public District are being considered concurrently as one development request because the approval of the rezone is necessary to establish consistent zoning for the new Tract D2.
- Notice of the required public hearings for both the Planning Commission and Board of Trustees was provided for the preliminary and final plat considerations. Notice was published in the Fort Collins Coloradoan, all owners of property within five hundred feet of the property and all properties within the Sage Meadows Subdivision were sent notices in the mail, and two signs advertising the public hearings were posted on-site fifteen days prior to the Planning Commission meeting and have remained posted through the Board of Trustees meeting.
- Staff has not received any verbal or written public comments regarding the applications as of the date of this report.
- The Board of Trustees will need to consider any testimony provided at the public hearing.
- Minor revisions to labeling, signatory language, signatures, dates, title, and text of plat notes may be necessary prior to final acceptance by Town staff.

Rezone Process and Findings for Approval:

- A rezone request is considered in accordance with Section 15-2-70 of the Land Use Code. Town Staff reviews the rezone request for compliance with the Comprehensive Plan, the intent of the proposed zoning district, surrounding land uses, and applicable Town regulations. The rezone is presented to the Planning Commission along with consideration of the Findings for Approval. The Planning Commission makes a recommendation to the Board of Trustees for consideration.
- The Board of Trustees reviews the application for rezone and conducts a public hearing on the request. The Board of Trustees makes a determination on the rezone.
- In reviewing a rezone request, the Board of Trustees considers the Findings for Approval, in accordance with Section 15-2-70(d), below:

1. The rezone is consistent with the Comprehensive Plan and the intent stated in this Land Use Code;
 2. The rezone is consistent with the stated intent of the proposed zoning district(s);
 3. The rezone will not result in adverse impacts to the natural environment (including air, water, noise, stormwater management, wildlife, and vegetation) or such impacts will be mitigated;
 4. The rezone of the subject property will not result in material adverse impacts to the surrounding properties;
 5. Facilities and services (roads, transportation, water, gas, electricity, police, fire protection, and sewage and waste disposal) are available to serve the subject property while maintaining adequate levels of service to existing development; and
 6. The rezone is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for those areas (e.g., The Comprehensive Plan, specific area plans like a Downtown Corridor Study, etc.).
- In consideration of a rezone request, the Board of Trustees may make one of the following recommendations:
 - Approve the rezone;
 - Approve the rezone with conditions; or
 - Deny the rezone application.

Minor Subdivision Process and Findings for Approval:

- A Minor Subdivision application is submitted to Town Staff for review in accordance with Section 15-2-160 of the Land Use Code.
- The Minor Subdivision process is intended for properties that are five acres or less, have previously been platted within the Town, and will result in four or fewer additional lots. The CSU parcel has not been platted, but ownership and boundary are clearly identified on the annexation map, and the parcel has limited development/redevelopment potential and no anticipated changes to ownership or use in the foreseeable future. Staff recommends that the procedure for a Minor Subdivision is appropriate for the intended consideration of this subdivision request.
- Town Staff reviews the proposed plat, general development information, engineering information, and other applicable documentation. Staff then works with the applicant and design team to address applicable design criteria and development standards. The Minor Subdivision Plat is presented to the Planning Commission for consideration. The Planning Commission forwards a recommendation to the Board of Trustees for final approval.
- In reviewing a Minor Subdivision Plat, the Board of Trustees considers the Findings for Approval, Section 15-2-160(d), below:
 1. The minor subdivision is consistent with the Comprehensive Plan and the intent stated in this land use code.
 2. The minor subdivision meets the intent of the zone district in which it will be located and all criteria and regulations specified in that zone district, including but not limited to minimum lot size and setbacks;
 3. The minor subdivision does not result in new or increased nonconformities;
 4. The minor [subdivision] mitigates, to the maximum extent possible, any negative impacts on existing and planned public facilities in surrounding neighborhood[s];
 5. The minor [subdivision] has no effect on the conditions applied to the approval of the plat and does not violate any requirement of the code; and

6. The [minor subdivision] is consistent with any prior approvals and official plans and policies created under the guidance of that plan for these areas (e.g. the Comprehensive Plan, specific area plans like a Downtown Corridor Study, etc.)

- Following its review of the Minor Subdivision, the Board of Trustees may take one of the following actions:
 - Approve the Minor Subdivision plat;
 - Approve the Minor Subdivision plat with conditions;
 - Deny the Minor Subdivision plat application.

The Findings for Approval recommended by the Planning Commission and Town staff are presented during the public hearing and are included in this staffs report. The Board of Trustees will deliberate and make its Findings for Approval with the subsequent agenda item.

Staff Comments (Minor Subdivision):

The Findings for Approval for a Minor Subdivision are listed below along with Staff’s recommendation for each finding. These findings were adopted by the Planning Commission on July 13, 2026.

Planning Commission Recommendation

- The Minor Subdivision Plat and Rezone were reviewed by the Planning Commission at a public hearing held July 13, 2026.
- The Planning Commission evaluated the Minor Subdivision and Rezone concurrently as one development request.
- The Planning Commission evaluated the Minor Subdivision and Rezone in accordance with the Municipal Code, Section 15-2-160, and Section 15-2-70, respectively, using the Findings for Approval for each application process, and found that the Minor Subdivision and Rezone both meet all Findings for Approval.
- The Planning Commission adopted Findings for Approval for the Minor Subdivision and Rezone and forwarded a recommendation for approval of the Minor Subdivision for Sage Meadows Tract D2 and Rezone to P – Public District. Attached are the Findings that the Planning Commission adopted, for Board consideration.
- The Board of Trustees may choose to adopt the Planning Commission’s Findings for Approval, or may make its own Findings.

CONNECTION WITH ADOPTED MASTER PLANS

- This action supports the following Board of Trustees’ 2025-2029 Strategic Plan priorities
 - Ensure Strong Town Operations
 - Leverage & expand external relationships.
 - Grow Responsibly
 - Proactively maintain & improve utilities, streets, and built environment



- This action supports the following Town of Wellington Comprehensive Plan Goals:
 - Community Cohesion Goal 5: Encourage Development Projects and the Community to Embrace and Support Agricultural Heritage and Healthy Food Networks.
 - CC 5.2. Collaborate with new and existing neighborhoods, the school district, and other community partners to implement agricultural elements and themes in neighborhoods and facilities.

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

The Board of Trustees should conduct a public hearing to receive information describing the request for replat and rezone, hear from the applicant and Town Staff, receive the recommendation of the Planning Commission, and hear public testimony for the Minor Subdivision and Rezone. Following the close of the public hearing, the Board of Trustees has a separate item on the agenda to take action on the Minor Subdivision and Rezone.

Town Staff have identified minor changes needed on the Minor Subdivision Plat, including changes to text, labeling, title and signatures. The minor changes described above do not otherwise affect the subdivision plat, and can be made on the final mylar that will be presented for Town signatures.

The Planning Commission voted unanimously to forward a recommendation of approval of the Minor Subdivision Plat for Sage Meadows Tract D2 and Rezone to P – Public District, subject to the noted staff comments for revisions on the Minor Subdivision Plat.

Based on the above findings and the recommendation for approval by the Planning Commission, Town staff recommends that the Minor Subdivision Plat and Rezone satisfy the Findings for Approval in accordance with the Land Use Code. Town Staff recommends approval of the Minor Subdivision Plat and Rezone subject to the minor revisions noted in the staff report and recommended by the Planning Commission.

MOTION RECOMMENDATION

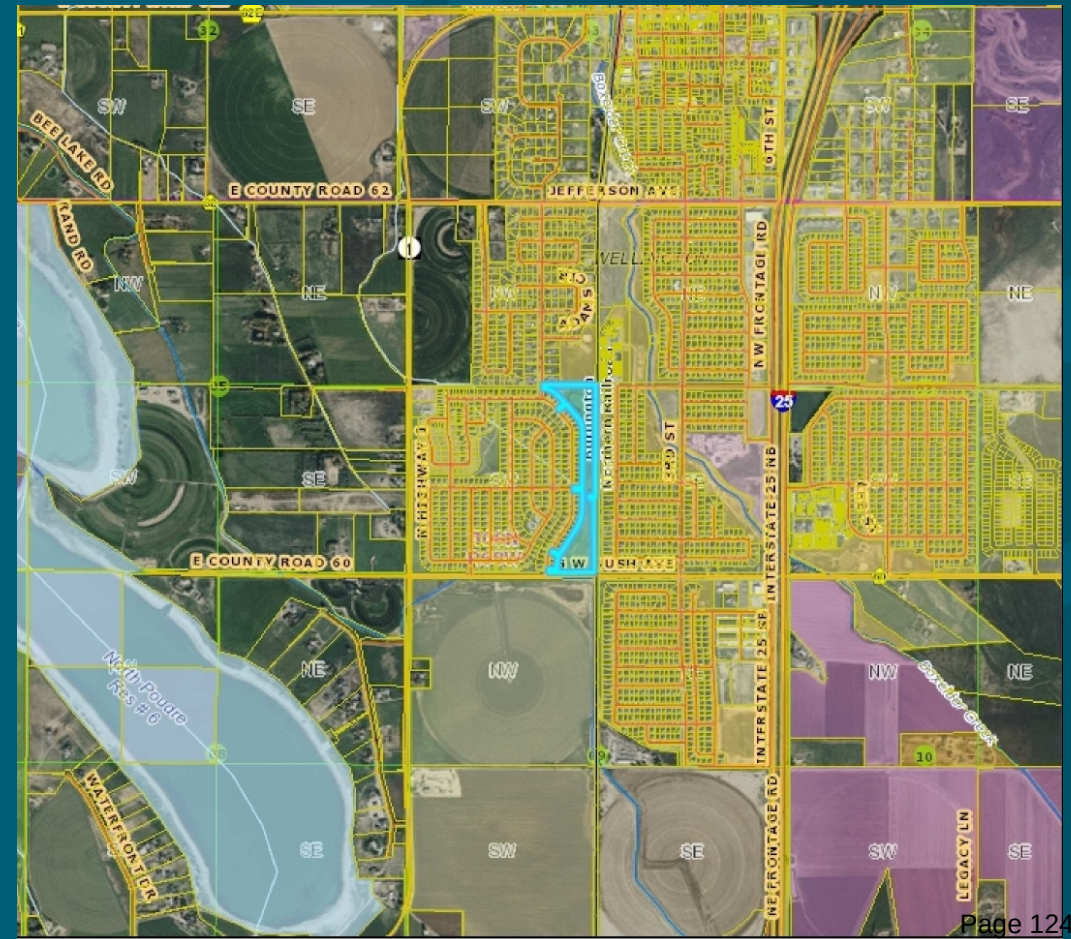
N/A

ATTACHMENTS

1. Presentation Slides
2. Location Map
3. Minor Subdivision Plat - Sage Meadows Tract D2
4. Planning Commission Findings for Approval

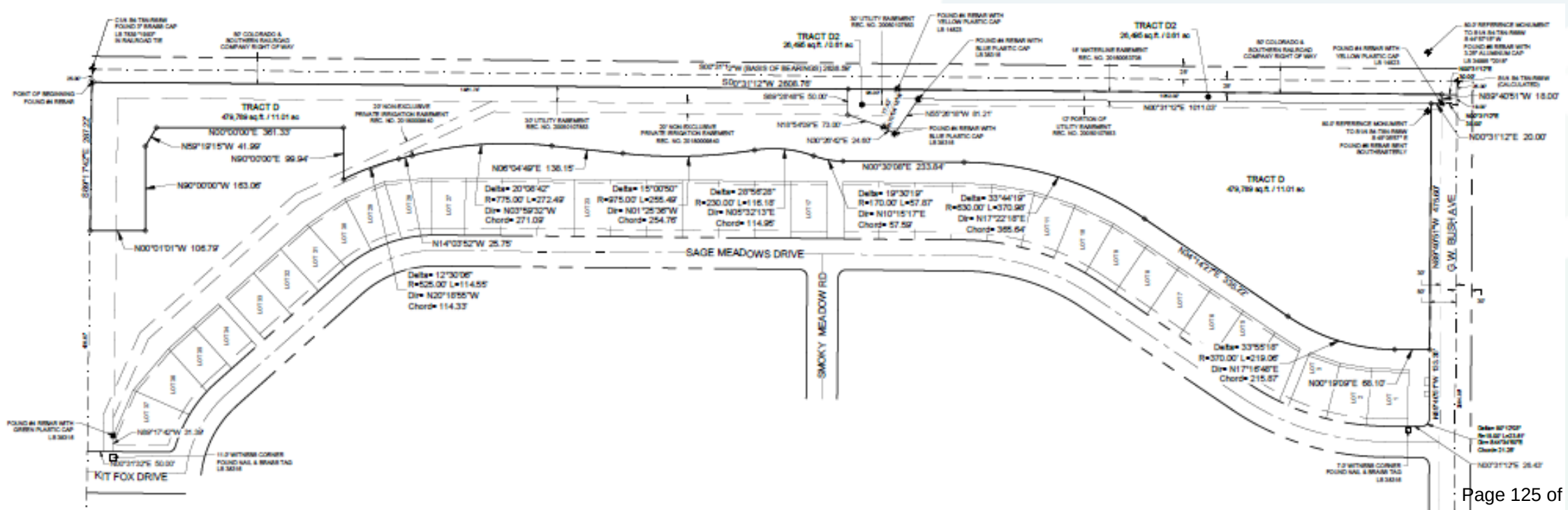
Tract D2, Sage Meadows Subdivision Minor Subdivision Plat and Rezone to P – Public District

Cody Bird, Planning Director
July 28, 2026 Planning Commission Meeting



Project Overview

- Project site – 3500 GW Bush Ave
- East of Sage Meadows subdivision, west of the railroad
- Approximately 12 acres
- Combine CSU's existing agricultural well parcel with a small portion of the new Tract D
- Minor modifications expected for well relocation and fence relocation



Application and Review Process

Minor Subdivision

- The Minor Subdivision is for a replat of Tract D, Sage Meadows Subdivision.
- The Planning Commission held a public hearing on July 13, 2026, adopted Findings for Approval, and recommended the Board of Trustees approve the minor subdivision.
- The Board of Trustees will need to consider testimony presented during the public hearing.
- The Board of Trustees may choose to approve the plat, approve the plat with conditions, or deny the plat.

Rezone

- The Town recommended to rezone the portion of land owned by CSU from the existing R-2 – Residential Low Density District to P – Public District to be consistent with the adjacent Tract D zoning.
- The Planning Commission held a public hearing on July 13, 2026, adopted Findings for Approval, and recommended the Board of Trustees approve the rezone to P – Public District.
- The Board of Trustees will need to consider testimony presented during the public hearing.
- The Board of Trustees may choose to approve the rezone, approve the rezone with conditions, or deny the rezone.

Findings For Approval – Minor Subdivision (15-2-160(d))

- 1) The minor subdivision is consistent with the Comprehensive Plan and the intent stated in this Land Use Code;
- 2) The minor subdivision meets the intent of the zone district in which it will be located and all criteria and regulations specified in that zone district, including but not limited to minimum lot size and setbacks;
- 3) The minor subdivision does not result in new or increased nonconformities;
- 4) The minor amendment mitigates, to the maximum extent possible, any negative impacts on existing and planned public facilities in surrounding neighborhood;
- 5) The minor amendment has no effect on the conditions applied to the approval of the plat and does not violate any requirement of the Code; and
- 6) The administrative plat is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for these areas (e.g., The Comprehensive Plan, specific area plans like a Downtown Corridor Study, etc.).

Findings For Approval – Rezone (15-2-70(d))

- 1) The rezone is consistent with the Comprehensive Plan and the intent stated in this Land Use Code;
- 2) The rezone is consistent with the stated intent of the proposed zoning district(s);
- 3) The rezone will not result in adverse impacts to the natural environment (including air, water, noise, stormwater management, wildlife, and vegetation) or such impacts will be mitigated;
- 4) The rezone of the subject property will not result in material adverse impacts to the surrounding properties;
- 5) Facilities and services (roads, transportation, water, gas, electricity, police, fire protection, and sewage and waste disposal) are available to serve the subject property while maintaining adequate levels of service to existing development; and
- 6) The rezone is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for those areas (e.g., The Comprehensive Plan, specific area plans like a Downtown Corridor Study, etc.).

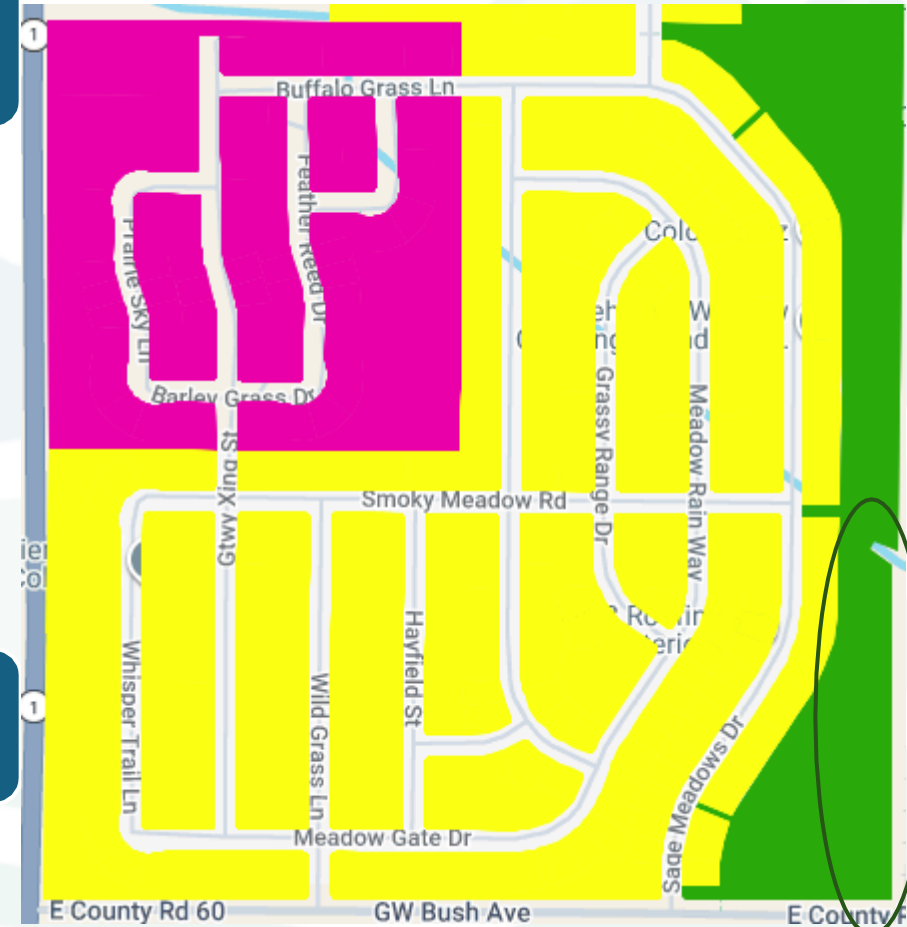
Relationship to Comprehensive Plan and Land Use Code

Parks & Open Space Designation

- Open spaces “support the preservation of sensitive areas and large- and small-scale agricultural operations”
- The Comprehensive Plan identifies the importance of Wellington’s agricultural heritage. CSU and ARDEC support agricultural operations in the area.

Public Zoning District

- Intended for “public parks, playgrounds, recreation facilities, and public and quasi-public buildings”





The Proposal

- CSU has operated an existing agricultural well on their parcel, located along the railroad tracks east of Tract D, Sage Meadows Subdivision. The well has failed and needs to be redrilled near the existing well location in accordance with the water rights and well permitting requirements.
- There is insufficient space on the CSU parcel to accommodate the well relocation, and therefore CSU is proposing to drill the well just to the north on a portion of Tract D.
- The minor subdivision request is proposed to combine a small portion of Tract D with CSU's parcel for a single tract that can accommodate the well relocation.
- Town Staff identified and recommended that the CSU parcel that is currently zoned R-2 – Residential Low Density District be rezoned to P – Public District to have a consistent zoning with the adjacent Tract D.
- Tract D land uses and existing conditions would remain unchanged except for minor modifications to accommodate CSU relocating the irrigation well and supporting infrastructure, and relocation of the fence around the well site.

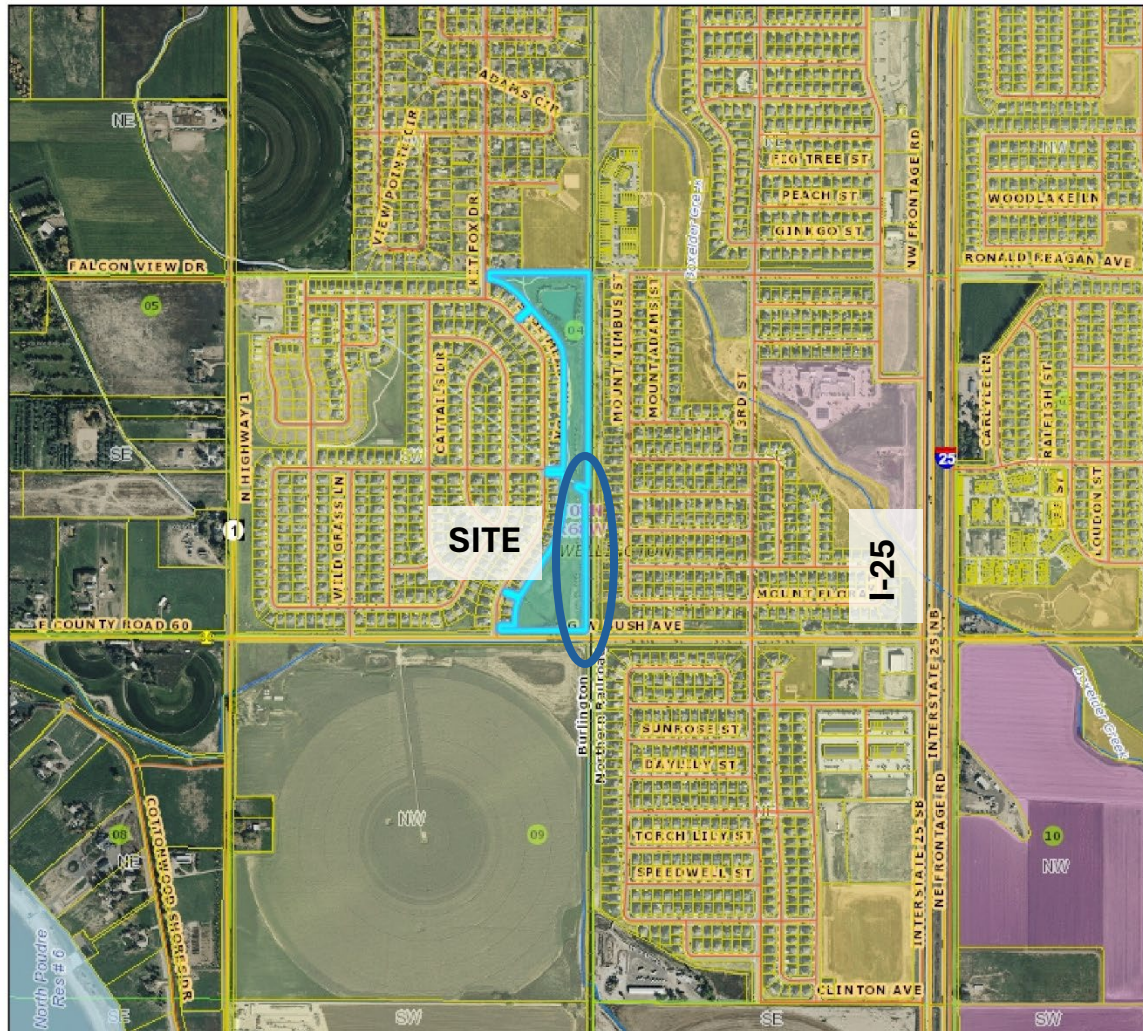
Staff Recommendation

- The Minor Subdivision and Rezone may be considered concurrently.
 - The Findings for Approval for a Minor Subdivision are satisfied.
 - The Findings for Approval for a Rezone are satisfied.
 - The Planning Commission forwarded a recommendation for approval along with its adopted Findings for Approval.
-
- Staff recommends the Board of Trustees approve the Minor Subdivision and the Rezone to P – Public District based on the Findings for Approval recommended by the Planning Commission.

LOCATION MAP: 3500 GW Bush Ave, Wellington, CO



Larimer County Web Map



Legend			Notes	
Tax Parcels	Incorporated Areas	Leta_2025_mosaic		
Railroads	PLSS Township and Range	Red: Band_1		
Major Road System	PLSS Sections	Green: Band_2		
Road System	PLSS Quarter Sections	Blue: Band_3		
Lakes and Ponds	City or Town			

0.1 0 0.1 Miles
Date Prepared: 5/5/2026 11:08:39 AM

Scale
1:12,000



This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.

MINOR SUBDIVISION PLAT

SEVERAL PARCELS OF LAND BEING SITUATE WITHIN AND A PORTION OF THE SOUTHWESTST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

PROPERTY DESCRIPTION (ORIGINAL PARCELS):

Part of the SW 1/4 of Section 4, Township 8 North, Range 68 West of the 6th PM, County of Larimer, State of Colorado contained within the boundary lines beginning at a point on the South line of the SW ¼ of said Section 4 which is also on the West Line of the right of way of Colorado & Southern Railway Company as now established and used, said point being 2581.05 feet East of the Southwest corner of said Section 4,
And running THENCE North 00° 00' 30" West 1082.02 feet along the West line of said railway right of way;
THENCE North 70° 36' West 77.42 feet;
THENCE South 29° 55' West 24.60 feet;
THENCE South 55° 58' East 81.16 feet to a point 18 feet West of said railway right of way;
THENCE South 00° 00' 30" East 1041.20 feet more or less to a point on the South line of the SW 1/4 of said Section 4, which is 18 feet West of the point of beginning.
THENCE East 18 feet to the **POINT OF BEGINNING**.

TOGETHER WITH

A portion of Tract D, Sage Meadows Subdivision recorded February 16, 2018 as Reception No. 20180009840 of the Records of Larimer County.

The above-described parcel of land contains 506,284 square feet or 11.62 acres, more or less (±).

SURVEYOR'S PROPERTY DESCRIPTION:

A parcel of land being a portion of and situate within the Southwest Quarter (SW1/4) of Section Four (4), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Wellington, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter corner of said Section 4, and assuming the East line of the Southwest Quarter of Section 4 as bearing South 00° 31' 12" West a distance of 2638.59 feet with all bearings contained herein relative thereto;
THENCE North 89° 17' 42" West along the North line of the NW1/4 of Section 4 a distance of 25.00 feet to to a line parallel with and 25.00 feet Westerly of said East line of the SW1/4 of Section 4 and to the Northeast Corner of Tract D, Sage Meadows Tract D Replat to the **POINT OF BEGINNING**.

THENCE South 00° 31' 12" West a distance of 2608.76 feet;
THENCE North 89° 40' 51" West a distance of 18.00 feet;
THENCE North 00° 31' 12" East a distance of 20.00 feet;
THENCE North 89° 40' 51" West a distance of 475.60 feet;

The following seventeen (17) courses are along the Easterly lines and curves of Tract D1, Sage Meadows Tract D Replat.

THENCE North 00° 19' 09" East a distance of 68.10 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 219.06 feet, said curve has a Radius of 370.00 feet, a Delta of 33° 55' 18", and is subtended by a Long Chord bearing North 17° 16' 48" East a distance of 215.87 feet to a Point of Tangency;
THENCE North 34° 14' 27" East a distance of 335.22 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 370.98 feet, said curve has a Radius of 630.00 feet, a Delta of 33° 44' 19" and is subtended by a Long Chord bearing North 17° 22' 18" East a distance of 365.64 feet to a Point of Tangency;
THENCE North 00° 30' 08" East a distance of 233.84 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 57.87 feet, said curve has a Radius of 170.00 feet, a Delta of 19° 30' 19" and is subtended by a Long Chord bearing North 10° 15' 17" East a distance of 57.59 feet to a Point of Reverse Curvature;
THENCE along the arc of a curve concave to the West a distance of 116.18 feet, said curve has a Radius of 230.00 feet, a Delta of 28° 56' 28", and is subtended by a Long Chord bearing North 05° 32' 13" East a distance of 114.95 feet to a Point of Reverse Curvature;
THENCE along the arc of a curve concave to the East a distance of 255.49 feet, said curve has a Radius of 975.00 feet, a Delta of 15° 00' 50", and is subtended by a Long Chord bearing North 01° 25' 36" West a distance of 254.76 feet to a Point of Tangency;
THENCE North 06° 04' 49" East a distance of 138.15 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 272.49 feet, said curve has a Radius of 775.00 feet, a Delta of 20° 08' 42" and is subtended by a Long Chord bearing North 03° 59' 32" West a distance of 271.09 feet to a Point of Tangency;
THENCE North 14° 03' 52" West a distance of 25.75 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 114.55 feet, said curve has a Radius of 525.00 feet, a Delta of 12° 30' 06" and is subtended by a Long Chord bearing North 20° 18' 55" West a distance of 114.33 feet to the Endpoint of said Curve;
THENCE North 90° 00' 00" East along a line non-tangent to the aforesaid course a distance of 99.94 feet;
THENCE North 00° 00' 00" East a distance of 361.33 feet;
THENCE North 59° 19' 15" West a distance of 41.99 feet;
THENCE North 90° 00' 00" West a distance of 163.06 feet;
THENCE North 00° 01' 01" West a distance of 106.79 feet;
THENCE South 89° 17' 42" East a distance of 287.22 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 506,284 square feet or 11.62 acres, more or less (±).

PROPERTY OWNER'S CERTIFICATE:

I (WE), THE UNDERSIGNED, BEING THE SOLE OWNERS IN FEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY SUBDIVIDE THE PROPERTY AS LAID OUT IN THIS PLAT, AND DEDICATE ALL EASEMENTS DESCRIBED AND/OR DEPICTED HEREIN FOR THE BENEFIT OF THE TOWN OF WELLINGTON AND THE FEE OWNERS OF ANY LOT OR PARCEL CREATED BY THIS PLAT.

OWNER: TOWN OF WELLINGTON

BY _____ AS _____ OF TOWN OF WELLINGTON.

STATE OF)
)ss.
COUNTY OF)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____

OF TOWN OF WELLINGTON,

THIS _____ DAY OF _____, 2026.

MY COMMISSION EXPIRES _____.

WITNESS MY HAND SEAL.

NOTARY PUBLIC

PROPERTY OWNER'S CERTIFICATE:

I (WE), THE UNDERSIGNED, BEING THE SOLE OWNERS IN FEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY SUBDIVIDE THE PROPERTY AS LAID OUT IN THIS PLAT, AND DEDICATE ALL EASEMENTS DESCRIBED AND/OR DEPICTED HEREIN FOR THE BENEFIT OF THE TOWN OF WELLINGTON AND THE FEE OWNERS OF ANY LOT OR PARCEL CREATED BY THIS PLAT.

OWNER: COLORADO STATE UNIVERSITY - BOARD OF GOVERNORS

BY _____ AS _____ OF COLORADO STATE UNIVERSITY - BOARD OF GOVERNORS.

STATE OF)
)ss.
COUNTY OF)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____

OF COLORADO STATE UNIVERSITY - BOARD OF GOVERNORS,

THIS _____ DAY OF _____, 2026.

MY COMMISSION EXPIRES _____.

WITNESS MY HAND SEAL.

NOTARY PUBLIC

ATTORNEY'S CERTIFICATE:

I, _____, AN ATTORNEY LICENSED TO PRACTICE LAW IN THE STATE OF COLORADO, CERTIFY TO THE TOWN OF WELLINGTON, COLORADO, THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY BEING SUBDIVIDED AND BEING DEDICATED TO THE TOWN OF WELLINGTON, COLORADO, AND THAT ALL OWNERS AND PROPRIETORS AS DEFINED BY CRS 31-23-111 HAVE SIGNED OR RATIFIED THIS PLAT.

ATTORNEY: _____

ADDRESS: _____

REGISTRATION NO.: _____

BOARD OF TRUSTEES CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 2026, BY THE BOARD OF TRUSTEES, WELLINGTON, COLORADO. THIS APPROVAL IS CONDITIONAL UPON ALL EXPENSES INVOLVING NECESSARY IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTER, STREET LIGHTS, STREET SIGNS, AND SIDEWALKS SHALL BE FINANCED BY OTHERS AND NOT THE TOWN.

MAYOR

PLANNING COMMISSION CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 2026, BY THE TOWN PLANNING AND ZONING COMMISSION, WELLINGTON, COLORADO.

CHAIRPERSON

OWNER:

TOWN OF WELLINGTON
8225 THIRD ST
P.O. BOX 127
WELLINGTON, CO 80549
970.568.3381

APPLICANT/OWNER:

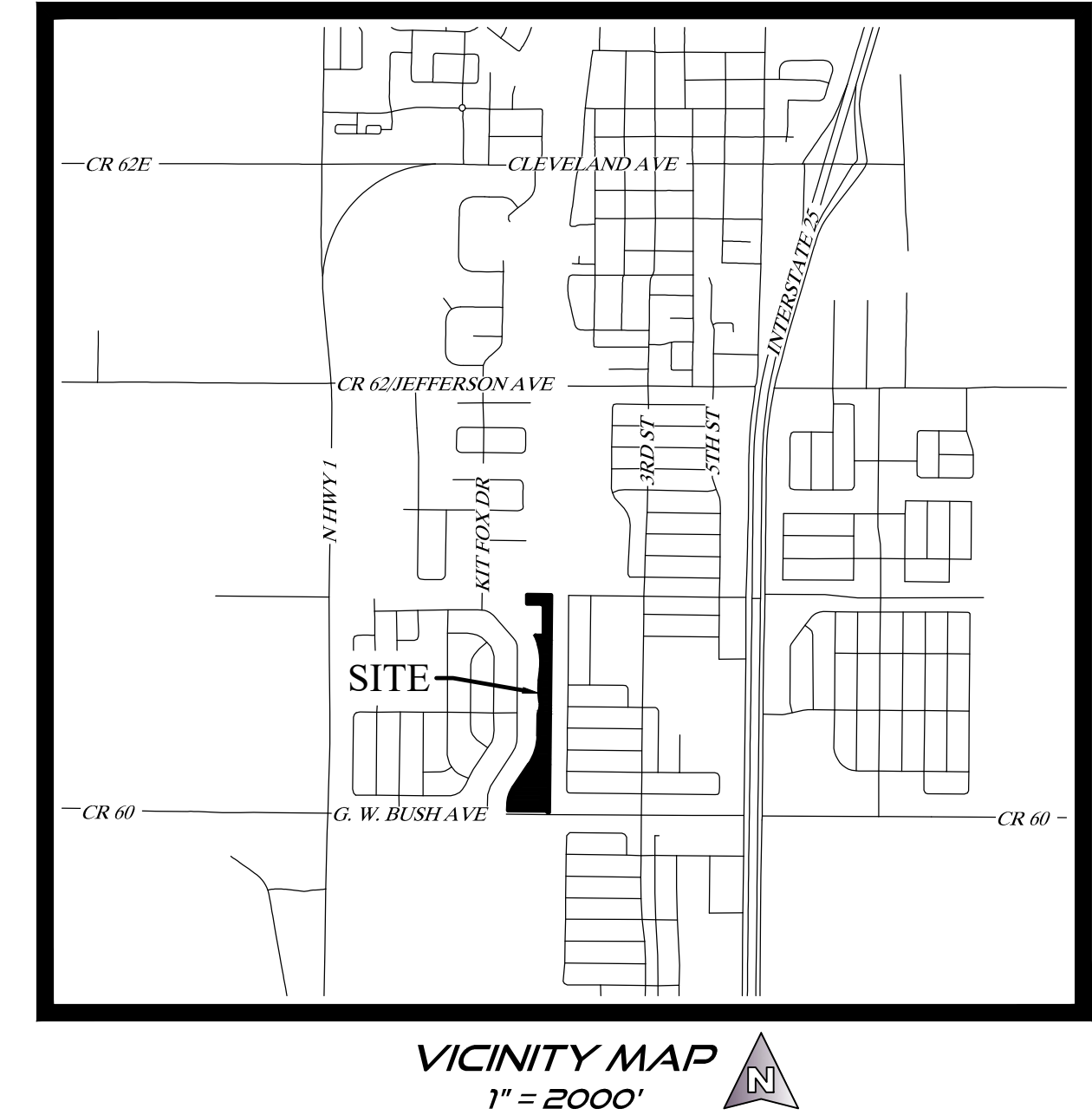
COLORADO STATE UNIVERSITY
555 17TH STREET
SUITE 1000
DENVER, CO 80202
303.534.6290

ENGINEER:

AVANT CIVIL GROUP
1337 RIVERSIDE AVE
SUITE #2
FORT COLLINS, CO 80524
970.286.7995

SURVEYOR:

AXIS SURVEYING & LAND SERVICES LLC
2139 GRAIN BIN DR
WINDSOR, CO 80550
970.231.9501



SYMBOL LEGEND	
	FOUND SECTION CORNER
	FOUND PROPERTY MONUMENT #4 REBAR WITH YELLOW PLASTIC CAP LS 14823, UNLESS OTHERWISE NOTED
	SET PROPERTY MONUMENT SET 24" OF #4 REBAR WITH GREEN PLASTIC CAP, PLS 38670

LINE LEGEND

	ALIQUOT LINE
	RIGHT OF WAY LINE
	PLAT BOUNDARY LINE
	EASEMENT LINE
	LOT LINE

CALL UTILITY NOTIFICATION CENTER OF COLORADO



CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

UTILITY NOTE:
THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN ARE BASED ON OBSERVED EVIDENCE AND UTILITY MARKINGS AT TIME OF SURVEY. ADDITIONAL UTILITY LINES MAY EXIST. THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN AND THE LOCATION OF ANY ADDITIONAL UNDERGROUND UTILITIES SHOULD BE DETERMINED BY CONTACTING "ONE CALL" FOR A UTILITY LOCATE.

SURVEYING CERTIFICATE

I, Aaron M. Lund, a Registered Professional Land Surveyor in the State of Colorado, do hereby state that this subdivision plat was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief and is in compliance with the Subdivision Regulations of the Town of Wellington.

9) The Title Description (Property Information Binder Description) and the "Surveyor's Property Description" are the same parcels and both describe the same parcels as shown being replatted herein

10) DISTANCES AROUND THE SUBJECT PARCEL MATCH RECORD DISTANCE, HOWEVER BEARINGS SHOWN WITHIN THE DRAWING MATCH LOCAL SITE CONDITIONS RELATIVE TO THE MEASURED BEARING AS SURVEYED ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION AND BASED UPON FOUND MONUMENTS. THOSE DISTANCES THAT DEVIATE FROM THE TITLE DESCRIPTION(S) HAVE BEEN SHOWN WITH A RECORD (R) AND MEASURED (M) DENOTATION.

For and on behalf of AXIS Surveying & Land Services, LLC
Aaron M. Lund
Registered Professional Land Surveyor LS 38670



SECTION: 4 TOWNSHIP: 8N RANGE: 68W

NOTICE:
ACCORDING TO COLORADO LAW YOU MUST COMMENCE SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER EACH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN ONE YEAR AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON.

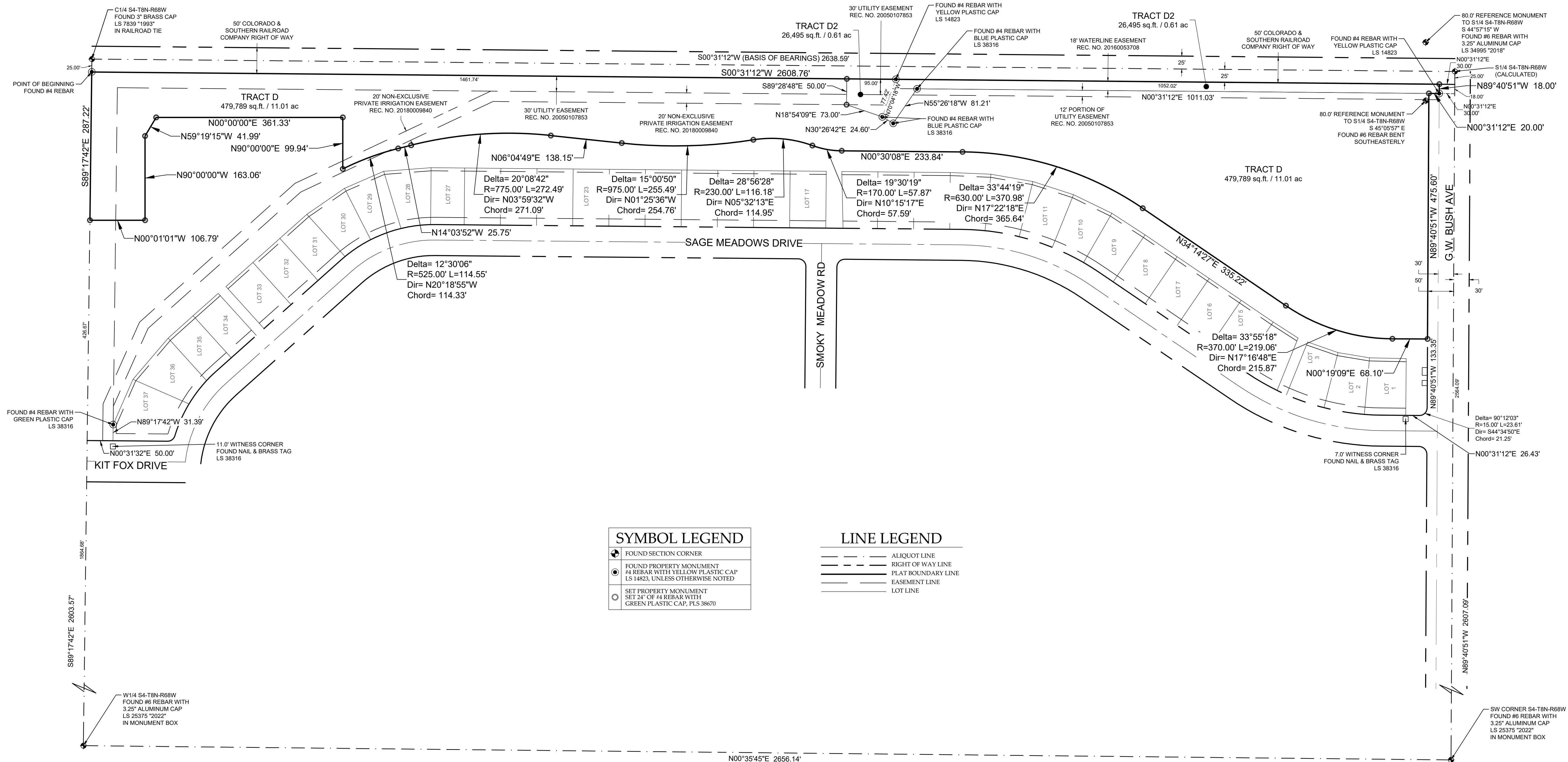
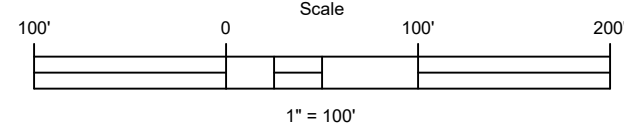
MINOR SUBDIVISION PLAT

MINOR SUBDIVISION PLAT

SW1/4 S4-T8N-R68W
(ADDRESS)

Date 05/05/2026
Scale SC
Sheet No. 1/2
Job No. 060-25-001

SEVERAL PARCELS OF LAND BEING SITUATE WITHIN AND A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF
THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



AXIS
SURVEYING

ISSURVEYING.COM 970.231.9501 WINDSOR, COLORADO

NOTE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON.

[illegible]

THE UNIVERSITY OF CHICAGO

(ADDRESS)

te	05/05/2026
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1"=100'

Sheet No. 2 / 2

b No. 060-25-001

Page 134 of 250

DRAFT

For and on behalf of AXIS Surveying & Land Services, LLC
Aaron M. Lund
Registered Professional Land Surveyor LS 38670



Planning Commission Findings for Approval

Minor Subdivision of Sage Meadows Tract D2 and Rezone to P – Public District

Public Hearing held on July 13, 2026; Recommended Approval with a 4-0 vote

The Findings for Approval for a Rezone are listed below (in **bold** text), along with the Planning Commission recommendation for each finding (in regular text).

Findings for Approval – Rezone (Land Use Code Section 15-2-70(d))

1) The rezone is consistent with the Comprehensive Plan and the intent stated in this Land Use Code.

- Staff recommends the rezone from R-2 Residential Low Density District to P – Public District is consistent with the Comprehensive Plan and intent of the Land Use Code.
- The Future Land Use Map identifies the area as Parks and Open Space. The Comprehensive Plan identifies open spaces as areas that provide passive recreation opportunities on undeveloped lands and support the preservation of community resources.
- The proposed rezone does not change the intended land use of the property. The property currently functions as open space, drainage, and limited utility infrastructure, and the proposed P - Public District zoning is consistent with the existing and long-term intended function of Tract D.
- The Comprehensive Plan also identifies the importance of preserving Wellington's agricultural heritage and supporting agricultural operations within the region. CSU will be able to establish replacement irrigation infrastructure that supports continued operations at the Agricultural Research, Development and Education Center (ARDEC).

2) The rezone is consistent with the stated intent of the proposed zoning district(s).

- The intent of the P - Public District is to “identify and perpetuate the existence of public parks, playgrounds, recreation facilities and public and quasi-public buildings, whether publicly owned or leased.”
- The proposed rezone will place the entirety of Tract D2 within the Public District.
- The proposed tract will be owned and maintained by CSU, and will support its agricultural research and educational facility.
- The proposed irrigation well is consistent with the intent of the P - Public District because it provides necessary infrastructure supporting CSU.
- The proposed rezone also improves consistency within the property by ensuring a consistent zoning designation that reflects the intended ownership and use of the property.

- 3) **The rezone will not result in adverse impacts to the natural environment (including air, water, noise, stormwater management, wildlife, and vegetation) or such impacts will be mitigated.**
- The proposed rezone will not substantially change the existing or anticipated impacts of the property.
 - The property has historically functioned as open space, drainage, and a limited-use irrigation well site. The proposed replacement well use is similar in character to the historic use of the CSU parcel.
 - The proposed well site will consist of a small, fenced area and will not substantially affect surrounding vegetation, wildlife habitat, or open space functions.
 - Town Engineering Staff have reviewed the proposal and determined that the proposed subdivision and well site will not negatively impact existing drainage functions within Tract D.
 - The existing trail and open space areas within Tract D will remain available and unaffected by the proposal.
- 4) **The rezone of the subject property will not result in material adverse impacts to the surrounding properties.**
- The proposed P - Public District zoning is compatible with the surrounding open space, drainage, and public uses.
 - The existing and continued use of the property for operation of an agricultural irrigation well is low intensity and will not increase or change impacts beyond existing operations.
 - The proposed rezone will not increase development potential or create additional impacts to adjacent properties.
- 5) **Facilities and services (roads, transportation, water, gas, electricity, police, fire protection, and sewage and waste disposal) are available to serve the subject property while maintaining adequate levels of service to existing development.**
- The intended use of the property for agricultural irrigation well operations does not require public infrastructure or services.
 - The proposed irrigation well will serve CSU's existing agricultural operations and will not create additional demands on Town water, wastewater, transportation, police, fire, or other municipal services.
 - Access to the property is existing and is not intended to be changed.
- 6) **The rezone is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for those areas.**
- The proposed P - Public District zoning is compatible with the surrounding portions of Tract D and other public/open space areas within the subdivision and Town.
 - The proposal is consistent with the Sage Meadows Development Agreement, which anticipated future division and ownership changes within Tract D.
 - Approval of the rezone along with the proposed Minor Subdivision will establish a consistent zoning designation across the proposed Tract D2 while maintaining the overall intent of the original subdivision approval.
 - The rezone request and Minor Subdivision request are integrally tied for this development proposal and should be considered together as one coordinated development request.

The Findings for Approval for a Minor Subdivision Plat are listed below (in **bold** text), along with the Planning Commission recommendation for each finding (in regular text).

Findings for Approval – Minor Subdivision Plat (Land Use Code Subsection 15-2-160(d))

1. The minor subdivision is consistent with the Comprehensive Plan and the intent stated in this Land Use Code.

- The proposed Minor Subdivision is consistent with the Comprehensive Plan.
- The Future Land Use Map identifies the property as Parks and Open Space. The Comprehensive Plan identifies open spaces as areas that provide passive recreation opportunities on undeveloped lands and support the preservation of community resources.
- The proposed subdivision does not change the overall intended function of Tract D as open space. The proposed Tract D2 would slightly expand the area used for agricultural irrigation well operations, while the remainder of Tract D would continue to function as open space, drainage, and trail areas.
- The existing CSU parcel has historically been used as an irrigation well site serving ARDEC. The proposed subdivision allows CSU to replace this infrastructure and continue supporting agricultural research and educational activities.
- The proposed Minor Subdivision is consistent with the purpose statements of the Land Use Code by promoting orderly development, maintaining compatibility with surrounding land uses, and supporting appropriate public uses.

2. The minor subdivision meets the intent of the zone district in which it will be located and all criteria and regulations specified in that zone district, including but not limited to minimum lot size and setbacks.

- The proposed Minor Subdivision is being considered concurrently with a rezone request to change a portion of proposed Tract D2 from R-2 Residential Low Density District to P – Public District.
- The intent of the request is to have all of the proposed Tract D2 zoned P - Public District. The intent of the P - Public District is to identify and preserve public parks, recreation facilities, public infrastructure, and public or quasi-public uses.
- The proposed Tract D2 will be owned and maintained by CSU, and will support a public agricultural research facility.
- The P - Public District does not establish minimum lot size requirements or other dimensional standards applicable to the proposed Minor Subdivision.
- No principal structures are proposed as part of the Minor Subdivision that would require setback compliance.
- The proposed subdivision creates a tract that is appropriate for its historic and intended use and consistent with the purpose of the P - Public District.

3. The minor subdivision does not result in new or increased nonconformities.

- The proposed Minor Subdivision does not create new or increased nonconformities.
- The resulting tracts will comply with applicable zoning requirements for the P - Public District.
- Agricultural irrigation well equipment and utility infrastructure are not subject to setbacks, and would not create any dimensional nonconformities.

4. The minor subdivision mitigates, to the maximum extent possible, any negative impacts on existing and planned public facilities in surrounding neighborhoods.

- The proposed Minor Subdivision would result in only a minor modification to the existing Tract D open space area.
- The proposed subdivision does not impact the existing trail system, which is the primary recreational amenity located within Tract D.
- The area proposed for Tract D2 has historically functioned as a limited-use utility site and drainage area. The proposed subdivision allows continuation of a similar low-intensity use.
- Town Engineering Staff have reviewed the proposal and determined that existing drainage functions will not be negatively impacted.
- The proposed subdivision does not create additional residential density, traffic impacts, or additional demand on public facilities.
- The proposed use requires minimal municipal services and is not expected to create impacts to surrounding neighborhoods.

5. The minor subdivision has no effect on the conditions applied to the approval of the plat and does not violate any requirement of the code.

- The proposed Minor Subdivision is consistent with the anticipated mechanisms contemplated for separating ownership and maintenance of Tract D identified in the Sage Meadows Development Agreement.
- The proposed subdivision does not alter the overall intent of the original Sage Meadows Subdivision approval.
- Any remaining technical comments identified by Town Staff will be addressed prior to final approval and recording of the plat.

6. The minor subdivision is consistent with any prior approvals and official plans and policies created under the guidance of that plan for these areas.

- The proposed Minor Subdivision is consistent with the Comprehensive Plan and the existing land use pattern established within the Sage Meadows Subdivision.
- The proposal is consistent with the Sage Meadows Development Agreement, which anticipated future division and ownership changes within Tract D.
- The proposed Minor Subdivision is consistent with established and intended land uses on the property and within the P – Public District.
- The rezone request and Minor Subdivision request are integrally tied for this development proposal and should be considered together as one coordinated development request.

Board of Trustees Meeting

Date: July 28, 2026

Subject: Ordinance No. 09-2026: An Ordinance relating to approval of a Minor Subdivision Plat for Sage Meadows Tract D2, a replat of Sage Meadows Tract D Replat along with an adjacent Parcel of Land Owned by Colorado State University for the Kerbel Well and Rezoning the Property from R-2 - Residential Low Density District to P - Public District

- **Presentation: Cody Bird, Planning and Building Director**

EXECUTIVE SUMMARY

This agenda item is for the official action of the Board of Trustees on the Minor Subdivision Plat and Rezone of Sage Meadows Tract D2, a replat of Sage Meadows Tract D Replat. The action consists of making Findings for Approval (Planning Commission's recommended Findings are included in the prior agenda item), and consideration of Ordinance No. 09-2026 to approve the Minor Subdivision Plat and Rezone.

The Planning Commission forwarded its Findings for Approval and a recommendation to the Board of Trustees to approve the Minor Subdivision Plat and Rezone of Sage Meadows Tract D2. Town staff recommends approval of Ordinance No. 09-2026.

BACKGROUND / DISCUSSION

- Information relevant to consideration of Ordinance No. 09-2026 approving a Minor Subdivision Plat and Rezone for Sage Meadows Tract D2 is contained in the prior agenda item report. Please refer to the staff report and attachments for that agenda item.
- When considering a Minor Subdivision Plat request and a Rezone, the Board of Trustees should adopt Findings for Approval as outlined in the Land Use Code.
- The Planning Commission conducted a public hearing for the requested Minor Subdivision and proposed Rezone on July 13, 2026, and voted unanimously to forward a recommendation to approve the Minor Subdivision and Rezone for Sage Meadows Tract D2. The Planning Commission's recommended Findings for Approval are included in the prior agenda item attachments. The Board of Trustees may choose to adopt the Planning Commission's findings, may modify the Planning Commission's findings, or may adopt its own findings.
- Approval of a Minor Subdivision Plat and a Rezone requires adoption of an ordinance. An ordinance for approving the Minor Subdivision Plat and Rezone for Sage Meadows Tract D2 is included with this report.

CONNECTION WITH ADOPTED MASTER PLANS

- This action supports the following Board of Trustees' 2025-2029 Strategic Plan priorities
 - Ensure Strong Town Operations



- Leverage & expand external relationships.
- Grow Responsibly
 - Proactively maintain & improve utilities, streets, and built environment
- This action supports the following Town of Wellington Comprehensive Plan Goals:
 - Community Cohesion Goal 5: Encourage Development Projects and the Community to Embrace and Support Agricultural Heritage and Healthy Food Networks.
 - CC 5.2. Collaborate with new and existing neighborhoods, the school district, and other community partners to implement agricultural elements and themes in neighborhoods and facilities.

FISCAL IMPLICATIONS

Approval of the proposed Minor Subdivision Plat and Rezone is not anticipated to have a direct impact on the Town's budget. The requested actions will help facilitate conveyance of a small portion of property to CSU to support its ongoing commitment to agricultural research in the area and will support the Town's long-term partnership objectives. No significant Town expenditures or ongoing fiscal obligations are anticipated as a result of this action.

STAFF RECOMMENDATION

Staff recommends that the application satisfies the applicable approval criteria contained in Section 15-2-160 and Section 15-2-70 of the Wellington Land Use Code. Staff recommends the Board of Trustees approve Ordinance No. 09-2026 approving the Minor Subdivision Plat for Sage Meadows Tract D2 and Rezone to P – Public District, based upon the Findings for Approval. Town Staff recommends approval subject to minor revisions to the Minor Subdivision Plat noted in the staff report.

MOTION RECOMMENDATION

Move to approve Ordinance No. 09-2026, approving the Minor Subdivision Plat of Sage Meadows Tract D2 and the Rezone to P – Public District based on the Findings for Approval in the staff report and subject to the following condition:

1. Town staff acceptance of minor revisions to the final plat drawing to address labeling, dates, title, signatory language and signatures.

ATTACHMENTS

1. Ordinance No. 09-2026
2. Minor Subdivision Plat - Sage Meadows Tract D2

TOWN OF WELLINGTON

ORDINANCE NO. 09-2026

AN ORDINANCE RELATING TO PLAT APPROVAL FOR SAGE MEADOWS TRACT D2, A REPLAT OF SAGE MEADOWS TRACT D REPLAT ALONG WITH A PARCEL OF LAND OWNED BY COLORADO STATE UNIVERSITY FOR THE KERBEL WELL BOTH LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M. TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO, AND REZONING REAL PROPERTY LOCATED WITHIN THE TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO FROM R-2 – RESIDENTIAL LOW DENSITY DISTRICT TO P – PUBLIC DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE TOWN TO REFLECT SUCH AMENDMENT

WHEREAS, Owner, Colorado State University, 555 17th St, Suite 1000, Denver, CO 80502, has requested approval of the subdivision plat of Sage Meadows Tract D2, a replat of Sage Meadows Tract D Replat and an adjacent parcel of land owned by Colorado State University for the Kerbel Well, both parcels of land being situate within Southwest Quarter of Section 4, Township 8 North, Range 68 West of the 6th P.M., Town of Wellington, County of Larimer, State of Colorado; and

WHEREAS, the Town of Wellington identified the need to rezone the Colorado State University owned parcel from the existing R-2 – Residential Low Density District to P – Public District; and

WHEREAS, the notices for the minor subdivision plat and the rezone have been given and the public hearings required by the Wellington Municipal Code have been held; and

WHEREAS, the Planning Commission by motion and vote on July 13, 2026 recommended approval of the minor subdivision plat and the rezone; and

WHEREAS The Board of Trustees of the Town of Wellington has found the application to be in substantial compliance with the requirements of the Wellington Municipal Code.

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

1. Having received the recommendation of the Town Planning Commission and the Town Board of Trustees having acted, following notice and hearing thereon as provided by law and pursuant to the Municipal Code of the Town of Wellington, Colorado, the final plat of Sage Meadows Tract D2, a replat of Sage Meadows Tract D Replat along with an adjacent parcel of land owned by Colorado State University, both located in the southwest Quarter of Section 4, Township 8 North, Range 68 West of the 6th P.M. Town of Wellington, County of Larimer, State of Colorado, is hereby approved as a final plat in accordance with the Wellington Municipal Code, except as may be specifically modified by this ordinance.

2. Having received the recommendation of the Town Planning Commission and the Town Board of Trustees having acted, following notice and hearing thereon as provided by law and pursuant to the Municipal Code of the Town of Wellington, Colorado, the zoning of the following described real property is hereby amended from R-2 – Residential Low Density District to P – Public District:

Part of the Southwest Quarter of Section 4, Township 8 North, Range 68 West of the 6th P.M., Town of Wellington, County of Larimer, State of Colorado contained within the boundary lines beginning at a point on the South line of the Southwest Quarter of said Section 4 which is also on the West Line of the right of way of Colorado & Southern Railway Company as now established and used, said point being 2581.05 feet East of the Southwest corner of said Section 4,

And running THENCE North 00° 00' 30" West 1082.02 feet along the West line of said railway right of way;

THENCE North 70° 36' West 77.42 feet;

THENCE South 29° 55' West 24.60 feet;

THENCE South 55° 58' East 81.16 feet to a point 18 feet West of said railway right of way;

THENCE South 00° 00' 30" East 1041.20 feet more or less to a point on the South line of the SW 1/4 of said Section 4, which is 18 feet West of the point of beginning.

THENCE East 18 feet to the POINT OF BEGINNING.

3. The official zoning map of the Town of Wellington, Colorado is hereby amended in accordance with Section 2 of this Ordinance.
4. Validity. The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from any such portion which may be ruled invalid.
5. Necessity. In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.
6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three (3) copies of the adopted ordinance available for inspection by the public during regular business hours and shall record at least one certified copy of the ordinance with the Clerk and Recorder of Larimer County.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 28th day of July, 2026 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

MINOR SUBDIVISION PLAT

SEVERAL PARCELS OF LAND BEING SITUATE WITHIN AND A PORTION OF THE SOUTHWESTST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

PROPERTY DESCRIPTION (ORIGINAL PARCELS):

Part of the SW 1/4 of Section 4, Township 8 North, Range 68 West of the 6th PM, County of Larimer, State of Colorado contained within the boundary lines beginning at a point on the South line of the SW ¼ of said Section 4 which is also on the West Line of the right of way of Colorado & Southern Railway Company as now established and used, said point being 2581.05 feet East of the Southwest corner of said Section 4,
And running THENCE North 00° 00' 30" West 1082.02 feet along the West line of said railway right of way;
THENCE North 70° 36' West 77.42 feet;
THENCE South 29° 55' West 24.60 feet;
THENCE South 55° 58' East 81.16 feet to a point 18 feet West of said railway right of way;
THENCE South 00° 00' 30" East 1041.20 feet more or less to a point on the South line of the SW 1/4 of said Section 4, which is 18 feet West of the point of beginning.
THENCE East 18 feet to the **POINT OF BEGINNING**.

TOGETHER WITH

A portion of Tract D, Sage Meadows Subdivision recorded February 16, 2018 as Reception No. 20180009840 of the Records of Larimer County.

The above-described parcel of land contains 506,284 square feet or 11.62 acres, more or less (±).

SURVEYOR'S PROPERTY DESCRIPTION:

A parcel of land being a portion of and situate within the Southwest Quarter (SW1/4) of Section Four (4), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Wellington, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the Center Quarter corner of said Section 4, and assuming the East line of the Southwest Quarter of Section 4 as bearing South 00° 31' 12" West a distance of 2638.59 feet with all bearings contained herein relative thereto;
THENCE North 89° 17' 42" West along the North line of the NW1/4 of Section 4 a distance of 25.00 feet to to a line parallel with and 25.00 feet Westerly of said East line of the SW1/4 of Section 4 and to the Northeast Corner of Tract D, Sage Meadows Tract D Replat to the **POINT OF BEGINNING**.

THENCE South 00° 31' 12" West a distance of 2608.76 feet;
THENCE North 89° 40' 51" West a distance of 18.00 feet;
THENCE North 00° 31' 12" East a distance of 20.00 feet;
THENCE North 89° 40' 51" West a distance of 475.60 feet;

The following seventeen (17) courses are along the Easterly lines and curves of Tract D1, Sage Meadows Tract D Replat.

THENCE North 00° 19' 09" East a distance of 68.10 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 219.06 feet, said curve has a Radius of 370.00 feet, a Delta of 33° 55' 18", and is subtended by a Long Chord bearing North 17° 16' 48" East a distance of 215.87 feet to a Point of Tangency;
THENCE North 34° 14' 27" East a distance of 335.22 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 370.98 feet, said curve has a Radius of 630.00 feet, a Delta of 33° 44' 19" and is subtended by a Long Chord bearing North 17° 22' 18" East a distance of 365.64 feet to a Point of Tangency;
THENCE North 00° 30' 08" East a distance of 233.84 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 57.87 feet, said curve has a Radius of 170.00 feet, a Delta of 19° 30' 19" and is subtended by a Long Chord bearing North 10° 15' 17" East a distance of 57.59 feet to a Point of Reverse Curvature;
THENCE along the arc of a curve concave to the West a distance of 116.18 feet, said curve has a Radius of 230.00 feet, a Delta of 28° 56' 28", and is subtended by a Long Chord bearing North 05° 32' 13" East a distance of 114.95 feet to a Point of Reverse Curvature;
THENCE along the arc of a curve concave to the East a distance of 255.49 feet, said curve has a Radius of 975.00 feet, a Delta of 15° 00' 50", and is subtended by a Long Chord bearing North 01° 25' 36" West a distance of 254.76 feet to a Point of Tangency;
THENCE North 06° 04' 49" East a distance of 138.15 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 272.49 feet, said curve has a Radius of 775.00 feet, a Delta of 20° 08' 42" and is subtended by a Long Chord bearing North 03° 59' 32" West a distance of 271.09 feet to a Point of Tangency;
THENCE North 14° 03' 52" West a distance of 25.75 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 114.55 feet, said curve has a Radius of 525.00 feet, a Delta of 12° 30' 06" and is subtended by a Long Chord bearing North 20° 18' 55" West a distance of 114.33 feet to the Endpoint of said Curve;
THENCE North 90° 00' 00" East along a line non-tangent to the aforesaid course a distance of 99.94 feet;
THENCE North 00° 00' 00" East a distance of 361.33 feet;
THENCE North 59° 19' 15" West a distance of 41.99 feet;
THENCE North 90° 00' 00" West a distance of 163.06 feet;
THENCE North 00° 01' 01" West a distance of 106.79 feet;
THENCE South 89° 17' 42" East a distance of 287.22 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 506,284 square feet or 11.62 acres, more or less (±).

PROPERTY OWNER'S CERTIFICATE:

I (WE), THE UNDERSIGNED, BEING THE SOLE OWNERS IN FEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY SUBDIVIDE THE PROPERTY AS LAID OUT IN THIS PLAT, AND DEDICATE ALL EASEMENTS DESCRIBED AND/OR DEPICTED HEREIN FOR THE BENEFIT OF THE TOWN OF WELLINGTON AND THE FEE OWNERS OF ANY LOT OR PARCEL CREATED BY THIS PLAT.

OWNER: TOWN OF WELLINGTON

BY _____ AS _____ OF TOWN OF WELLINGTON.

STATE OF)
)ss.
COUNTY OF)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____

OF TOWN OF WELLINGTON,

THIS _____ DAY OF _____, 2026.

MY COMMISSION EXPIRES _____.

WITNESS MY HAND SEAL.

NOTARY PUBLIC

PROPERTY OWNER'S CERTIFICATE:

I (WE), THE UNDERSIGNED, BEING THE SOLE OWNERS IN FEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY SUBDIVIDE THE PROPERTY AS LAID OUT IN THIS PLAT, AND DEDICATE ALL EASEMENTS DESCRIBED AND/OR DEPICTED HEREIN FOR THE BENEFIT OF THE TOWN OF WELLINGTON AND THE FEE OWNERS OF ANY LOT OR PARCEL CREATED BY THIS PLAT.

OWNER: COLORADO STATE UNIVERSITY - BOARD OF GOVERNORS

BY _____ AS _____ OF COLORADO STATE UNIVERSITY - BOARD OF GOVERNORS.

STATE OF)
)ss.
COUNTY OF)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____

OF COLORADO STATE UNIVERSITY - BOARD OF GOVERNORS,

THIS _____ DAY OF _____, 2026.

MY COMMISSION EXPIRES _____.

WITNESS MY HAND SEAL.

NOTARY PUBLIC

ATTORNEY'S CERTIFICATE:

I, _____, AN ATTORNEY LICENSED TO PRACTICE LAW IN THE STATE OF COLORADO, CERTIFY TO THE TOWN OF WELLINGTON, COLORADO, THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY BEING SUBDIVIDED AND BEING DEDICATED TO THE TOWN OF WELLINGTON, COLORADO, AND THAT ALL OWNERS AND PROPRIETORS AS DEFINED BY CRS 31-23-111 HAVE SIGNED OR RATIFIED THIS PLAT.

ATTORNEY: _____

ADDRESS: _____

REGISTRATION NO.: _____

BOARD OF TRUSTEES CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 2026, BY THE BOARD OF TRUSTEES, WELLINGTON, COLORADO. THIS APPROVAL IS CONDITIONAL UPON ALL EXPENSES INVOLVING NECESSARY IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTER, STREET LIGHTS, STREET SIGNS, AND SIDEWALKS SHALL BE FINANCED BY OTHERS AND NOT THE TOWN.

MAYOR

PLANNING COMMISSION CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 2026, BY THE TOWN PLANNING AND ZONING COMMISSION, WELLINGTON, COLORADO.

CHAIRPERSON

OWNER:

TOWN OF WELLINGTON
8225 THIRD ST
P.O. BOX 127
WELLINGTON, CO 80549
970.568.3381

APPLICANT/OWNER:

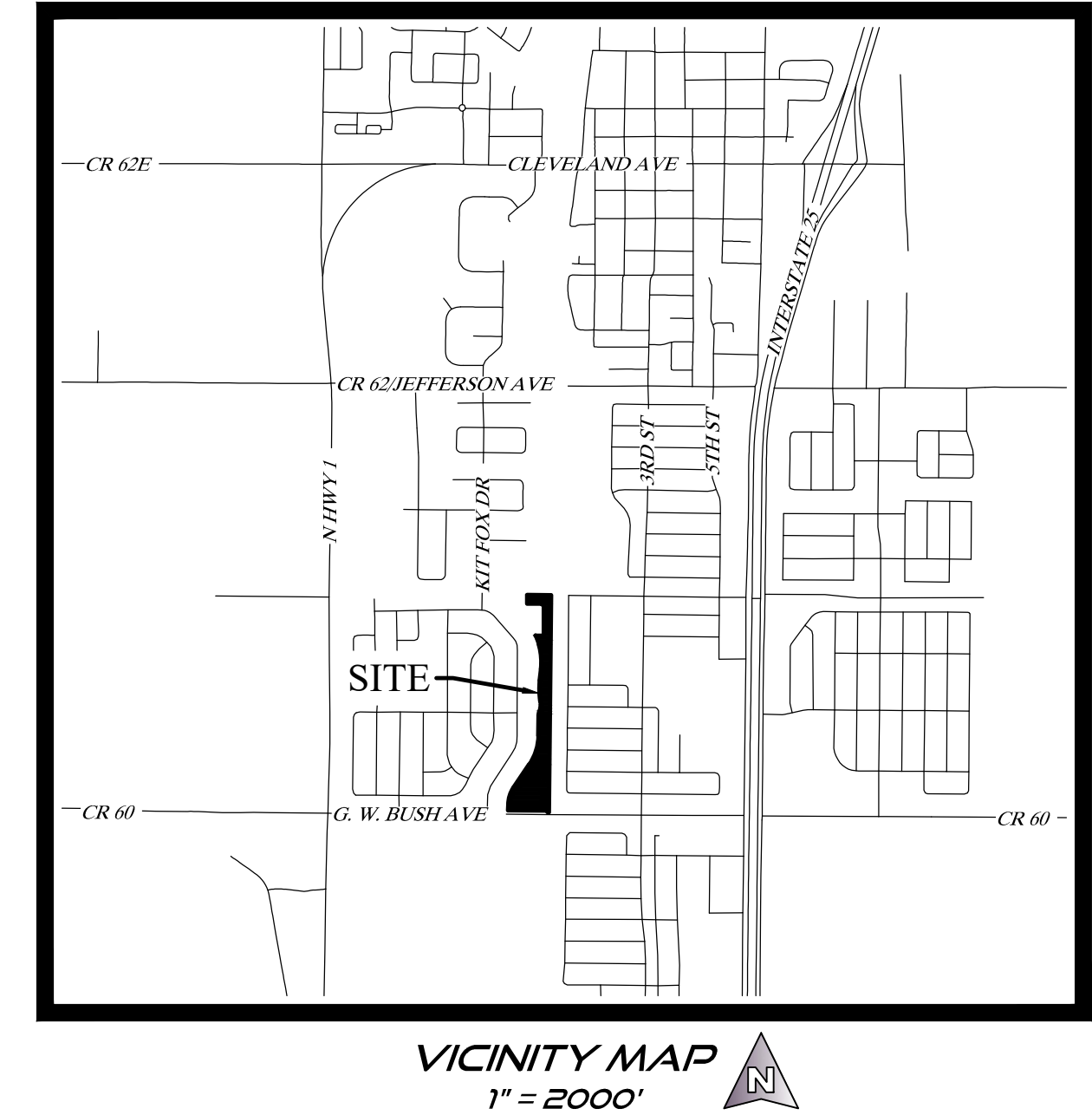
COLORADO STATE UNIVERSITY
555 17TH STREET
SUITE 1000
DENVER, CO 80202
303.534.6290

ENGINEER:

AVANT CIVIL GROUP
1337 RIVERSIDE AVE
SUITE #2
FORT COLLINS, CO 80524
970.286.7995

SURVEYOR:

AXIS SURVEYING & LAND SERVICES LLC
2139 GRAIN BIN DR
WINDSOR, CO 80550
970.231.9501



SYMBOL LEGEND	
	FOUND SECTION CORNER
	FOUND PROPERTY MONUMENT
	SET PROPERTY MONUMENT

LINE LEGEND

	ALIQUOT LINE
	RIGHT OF WAY LINE
	PLAT BOUNDARY LINE
	EASEMENT LINE
	LOT LINE

CALL UTILITY NOTIFICATION CENTER OF COLORADO



Know what's below.
Call before you dig.
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

UTILITY NOTE:
THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN ARE BASED ON OBSERVED EVIDENCE AND UTILITY MARKINGS AT TIME OF SURVEY. ADDITIONAL UTILITY LINES MAY EXIST. THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN AND THE LOCATION OF ANY ADDITIONAL UNDERGROUND UTILITIES SHOULD BE DETERMINED BY CONTACTING "ONE CALL" FOR A UTILITY LOCATE.

SURVEYING CERTIFICATE

I, Aaron M. Lund, a Registered Professional Land Surveyor in the State of Colorado, do hereby state that this subdivision plat was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief and is in compliance with the Subdivision Regulations of the Town of Wellington.

For and on behalf of AXIS Surveying & Land Services, LLC
Aaron M. Lund
Registered Professional Land Surveyor LS 38670



SECTION: 4 TOWNSHIP: 8N RANGE: 68W

NOTICE:
ACCORDING TO COLORADO LAW YOU MUST COMMENCE SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN ONE YEAR AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON.

MINOR SUBDIVISION PLAT

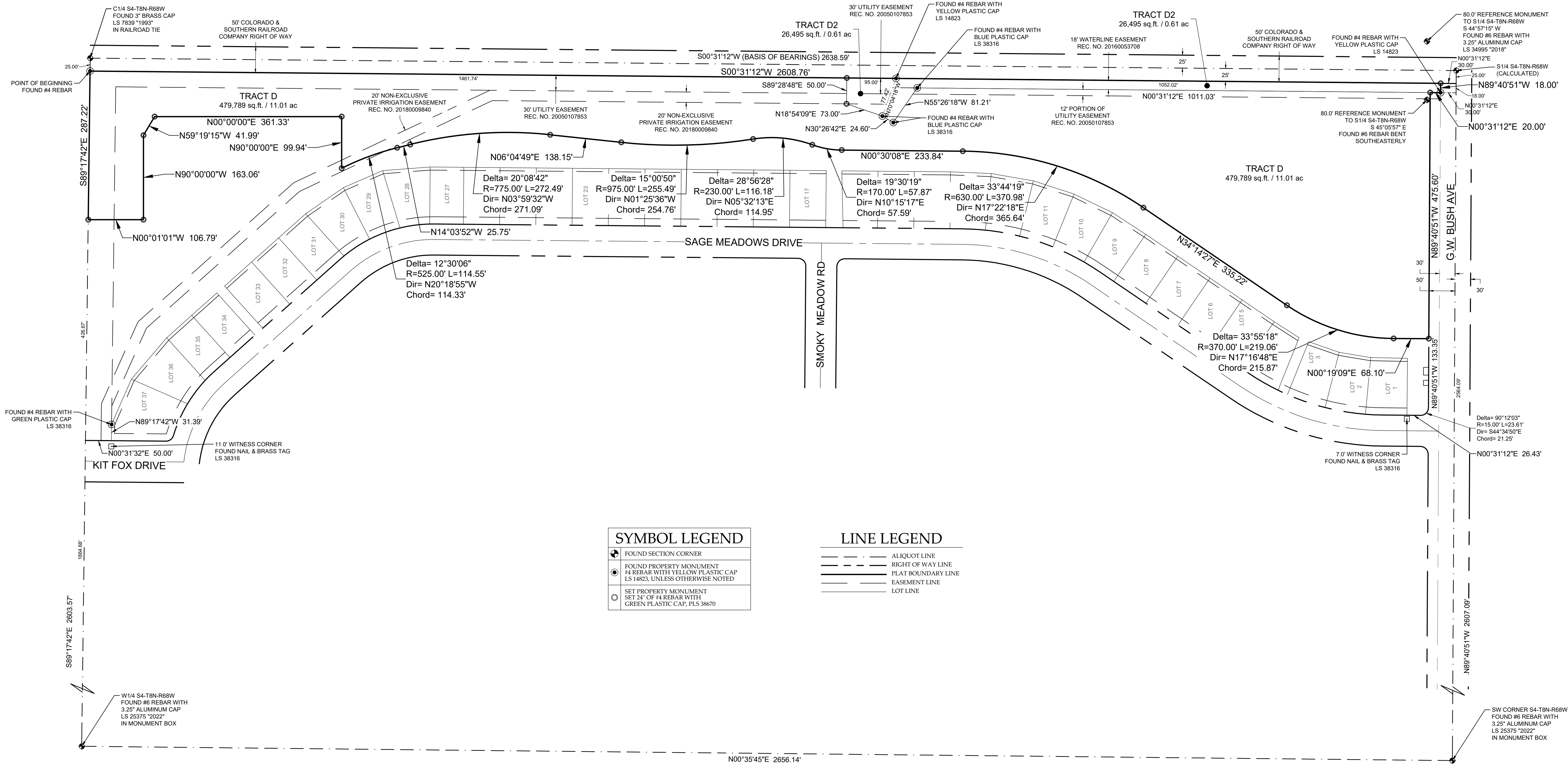
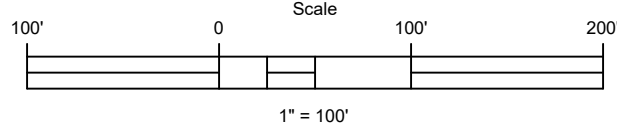
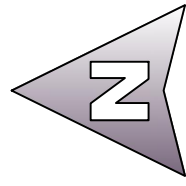
MINOR SUBDIVISION PLAT

SW1/4 S4-T8N-R68W
(ADDRESS)

Date 05/05/2026
Scale SC
Sheet No. 1/2
Job No. 060-25-001

MINOR SUBDIVISION PLAT

SEVERAL PARCELS OF LAND BEING SITUATE WITHIN AND A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF
THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



DRAFT

For and on behalf of AXIS Surveying & Land Services, LLC
Aaron M. Lund
Registered Professional Land Surveyor LS 38670



SECTION: 4 TOWNSHIP: 8N RANGE: 68W

MINOR SUBDIVISION PLAT

MINOR SUBDIVISION PLAT

SW 1/4 S4-T8N-R68W
(ADDRESS)

Date: 05/05/2026
Scale: 1"=100'
Sheet No.: 2/2
Job No.: 060-25-001



Board of Trustees Meeting

Date: July 28, 2026

Subject: Resolution No. 28-2026: A Resolution Directing Staff to File a Proposition 123 Commitment for the 2027-2029 Cycle with the Colorado Department of Local Affairs to Increase Affordable Housing in Wellington

- **Presentation: Cody Bird, Planning and Building Director**

EXECUTIVE SUMMARY

On August 26, 2025, the Board of Trustees approved Resolution No. 30-2025 directing the Town to file a Proposition 123 Commitment with the Colorado Department of Local Affairs (DOLA). The Town has reported to DOLA both new construction and preservation of affordable housing units and has met the 2025-2026 commitment goal (goal was to increase affordable housing by two affordable units).

The Town's Housing Needs and Affordability Assessment (HNA) identifies a shortage of affordable ownership and rental units in the community. Building on the HNA's recommendations and recent success from achieving the Town's 2025-2026 commitment, Staff is recommending the Board of Trustees consider opting into the next three-year Proposition 123 commitment cycle, from 2027-2029. A Proposition 123 Commitment allows the Town, and those wishing to live or develop in the community, the opportunity to apply for grant funds administered by DOLA, including rental and down payment assistance.

BACKGROUND / DISCUSSION

The Colorado State Affordable Housing Fund, known as Proposition 123, provides funding for various housing programs and grants administered by the Colorado Department of Local Affairs (DOLA). A jurisdiction that makes a Proposition 123 commitment and meets their commitment goals is eligible to apply for various housing programs and residents and developers are also eligible for programs and grant funds. Wellington opted into Proposition 123 for the last year of the current 2024-2026 cycle. Since making the commitment in August 2025 through the present, the Town has reported 33 affordable housing units that were either constructed or preserved, exceeding the Town's commitment goal of two affordable units.

CONNECTION WITH ADOPTED MASTER PLANS

By deciding to make a Proposition 123 commitment for the next cycle (2027-2029), Wellington would agree to increase the number of affordable housing units by at least fourteen (14) within the community by the end of 2029. This commitment supports the goals and strategies outlined in the Board of Trustee's 2025-2029 Strategic Plan, the Town's Comprehensive Plan and the Town's Housing Needs & Affordability Assessment, as outlined below:

2025-2029 Strategic Plan

- Improve housing diversity.
- Explore financing options for development.

2021 Comprehensive Plan

- Community Cohesion Goal 2. Ensure that existing and future residential developments contribute to enhancing quality of life.
- CC 2.2 Support Housing Catalyst in their mission to provide affordable housing

Housing Needs Assessment

2030 Goals:

- Decrease the proportion of homeowners and renters who are either cost-burdened or severely cost-burdened.
- Increase the number of rental units affordable to households under 80% AMI.

Implementation Strategies:

- Pursue HUD and DOLA funding mechanisms.

FISCAL IMPLICATIONS

A Proposition 123 Commitment does not have a direct fiscal impact on the Town. A Commitment will allow the Town, its residents, and the development community to pursue grant funding administered by DOLA for affordable housing opportunities. Town applications for grant funding available through Proposition 123 may require local match funding from the Town. The Board of Trustees appropriates funding for grant matches as part of its budget process.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 28-2026, as presented.

MOTION RECOMMENDATION

Move to approve Resolution No. 28-2026 Directing the Town to File a Proposition 123 Commitment for the 2027-2029 commitment cycle with the Colorado Department of Local Affairs (DOLA) to Increase Affordable Housing in Wellington.

ATTACHMENTS

1. Resolution No. 28-2026
2. Presentation Slides
3. Proposition 123 Confirmation Letter - 2024-2026 Commitment Cycle

TOWN OF WELLINGTON

RESOLUTION NO. 28-2026

A RESOLUTION DIRECTING STAFF TO FILE A PROPOSITION 123 COMMITMENT FOR THE 2027-2029 COMMITMENT CYCLE WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS TO INCREASE AFFORDABLE HOUSING IN WELLINGTON

WHEREAS, the voters of Colorado approved Proposition 123 in 2022 creating the State Affordable Housing Fund to make certain funds available to local governments as defined by C.R.S 29-32-104; and

WHEREAS, the Statewide Affordable Housing Fund is funded by 0.1% of existing state tax revenue; and

WHEREAS, the Department of Local Affairs (DOLA), is tasked with administering a portion of those funds to the Affordable Homeownership Program, Serving Persons Experiencing Homelessness, and the Local Planning Capacity Development Program; and

WHEREAS, the Town of Wellington, Colorado is a statutory municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado and is eligible for Proposition 123 funding and programing; and

WHEREAS, Town staff received technical assistance from DOLA on July 25, 2025, to determine Wellington's current baseline as 52 units, with a one-year goal of two new affordable units needed to meet the 3% increase commitment for the 2024-2026 commitment cycle; and

WHEREAS, on August 26, 2025, at a regular meeting, the Board of Trustees directed staff to file a Proposition 123 Commitment pursuant to Resolution No. 30-2025 for the last year of the 2024-2026 commitment cycle; and

WHEREAS, through Land Use Code updates and continuous Planning and Building Department efforts during the 2024-2026 commitment cycle, the Town reported 33 naturally occurring affordable housing units, of which 24 were new construction and 9 were preservation; and

WHEREAS, on July 2, 2026, staff received confirmation from DOLA that Wellington has met its commitment of at least two new affordable units for the current (2024-2026) commitment cycle; and

WHEREAS, HB26-1313 and SB26-040 introduced fundamental changes to eligibility requirements to receive funds from the statewide affordable housing fund from what previously applied to the 2024-2026 commitment cycle. This includes changing the way jurisdictions calculate their affordable housing unit goals, incorporating waiver processes, and expanding income eligibility for the 2027-2029 commitment cycle; and

WHEREAS, jurisdictions are eligible for those funding streams if they file a commitment with DOLA and meet the target increase number of affordable housing units by the end of the 2027-2029 commitment cycle. The target increase number is calculated using the average annual number of permits for new housing units over the past three years, multiplied by the number of years the local government is committing, multiplied by a fraction (0.10/0.15/0.20) depending on how the local government's average annual job growth rate compares to the statewide median annual job growth rate; and

WHEREAS, utilizing Building Permit information and resources and input from DOLA, the Town Planning Department has calculated that the target increase number of affordable housing units for the 2027-2029 commitment cycles is fourteen (14) units; and

WHEREAS, the Town of Wellington completed and accepted a Housing Needs & Affordability Assessment (HNA) on April 8, 2025, and the HNA found that the Town required about 800 new dwelling units by 2030 and over 1,300 new dwelling units by 2035 to meet expected growth; and

WHEREAS, the Town Board of Trustees has adopted a 2025-2029 Strategic Plan that includes objectives to improve housing diversity, advance cohesive and holistic new developments, explore financing options for development, and to identify funding opportunities for economic development; and

WHEREAS, the accepted HNA identifies that expanding housing diversity in Wellington is vital to fostering economic and workforce development; and

WHEREAS, the deadline to opt into 2027-2029 Proposition 123 commitment cycle is November 1, 2026.

NOW, THEREFORE, be it resolved, the Board of Trustees of the Town of Wellington, Colorado, directs staff to file a Proposition 123 commitment to increase affordable housing in Wellington for the three-year 2027-2029 commitment cycle.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 28th day of July, 2026.

TOWN OF WELLINGTON, COLORADO

Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

Proposition 123 Commitment for 2027-2029 Cycle

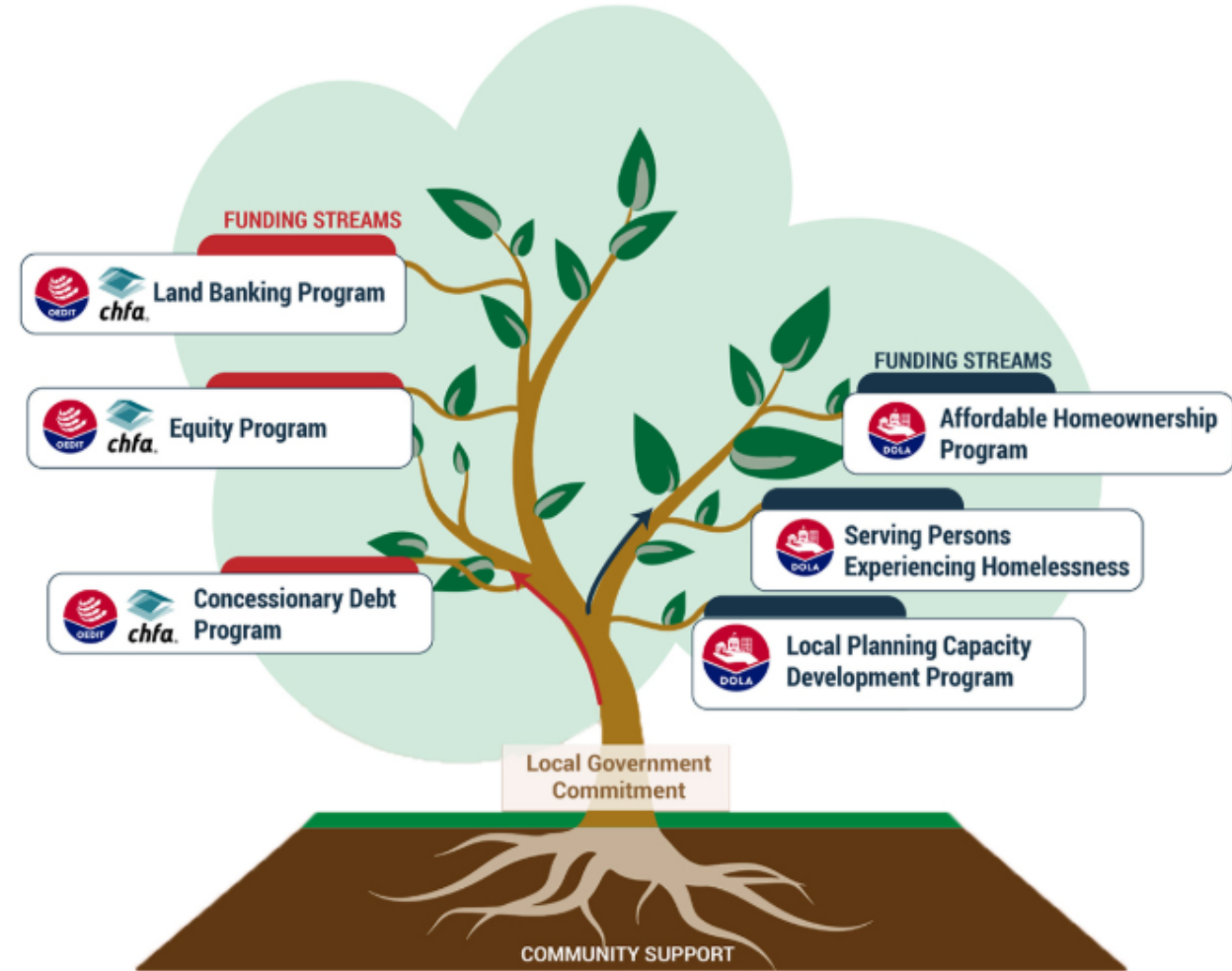
July 28, 2026

Presented By Cody Bird, Planning Director



Colorado State Affordable Housing Fund (Proposition 123)

- Colorado voters approved Proposition 123 in November 2022 to create the State Affordable Housing Fund
- Funding by 0.1% of state income tax revenue
- 40% of funds allocated to the Department of Local Affairs (DOLA)
- 60% of funds administered by the Colorado Housing and Finance Authority (CHFA)



2024-2026 Commitment Cycle

- The Town Completed Housing Needs and Affordability Assessment – April 2025
- Ordinance No. 08-2025 adopted to update Land Use Code to remove barriers to affordable housing – April 2025
- Fast Track/Expedited Review Policy for qualifying affordable housing projects approved – August 2025
- The Board of Trustees directed staff to file a Commitment with DOLA for the last year of the 2024-2026 Commitment Cycle – August 2025
- The 2024-2026 Commitment Goal was to increase the number of affordable housing units by two (2) units (3% increase over the calculated baseline, or existing, number of affordable housing units).

2024-2026 Commitment Cycle

- Commitment achieved
- 33 affordable housing units reported, as of July 2, 2026
 - 24 new construction
 - 9 preservation units
- DOLA's NOAH Calculator
 - Example: Prop 123 affordable limit for a 3-bedroom ownership unit is \$598,086 (100% AMI)



On behalf of the Proposition 123 Community Support Team within the Division of Housing, I am pleased to issue this formal confirmation of your jurisdiction's successful compliance with the key requirements established under Proposition 123 for the initial 3-year commitment cycle (2024-2026). The Town of Wellington may re-commit and remain eligible for Proposition 123 funding over the next 3-year cycle (2027-2029).

Your commitment to fostering accessible and efficient housing development is commendable. This approval signifies that the Town of Wellington has fully met its obligations in the following two critical areas:

1. Unit Count Commitment Attainment [2 units] - final submission approved on Jul 2, 2026
2. Implementation of Expedited Review - approved on Sep 15, 2025

Legislative Changes

Proposition 123 Legislation

In June 2023, the Colorado legislature refined the original Proposition 123 measure through House Bill 23-1304, which clarified compliance requirements, strengthened provisions for regional partnerships, and adjusted certain eligibility criteria. There have been bills since 2023 that have made changes to Proposition 123 requirements which are summarized in the table below.

Date Passed	Bill Item	Description
June 5, 2023	HB23-1304 	Clarifies compliance requirements, strengthens provisions for regional partnerships, adjusts certain eligibility criteria
May 30, 2025	SB25-313 	Amends the permissible expenditures regarding administrative costs and operating costs of supportive residential communities
May 26, 2026	HB26-1313 	Changes how jurisdictions calculate their affordable housing unit goals and provides additional flexibility in meeting their goals through waivers and incentives
May 6, 2026	SB26-040 	Impacts on Homeownership Funding Programs: Increases ownership funding assistance to 120% AMI. Creates a safety valve for unsold units by allowing them to be rented temporarily, and providing more flexibility for funds to be used for low-cost loans
April 16, 2026	HB26-1360 	Transfers funding from the Affordable Housing Finance Fund (OEDIT Programs) to the general fund and reprioritizes funding programs

Together, these statutes – now codified under C.R.S. Title 29, Article 32 – form the legal foundation for establishing the statewide fund and setting affordable housing commitment requirements for participating local governments.

2027-2029 Commitment Cycle

- 2027-2029 Commitment Unit Goal is 14 units.
- New unit calculation uses average building permits and job growth to determine the target number of affordable units.
- Naturally Occurring Affordable Housing (NOAH) units will no longer count towards affordable unit counts.
- All affordable units must have an affordability restriction:
 - Formal Affordability Mechanism i.e., deed restriction Land Use Restrictive Agreement, etc.
 - Public/Nonprofit Ownership and Policy Assurance i.e., housing authorities, affordable housing nonprofits, etc.
- Preservation unit are required to have a formal affordability mechanism for at least 15 years



Affordable Housing Priorities and Goals

Wellington Housing Needs and Affordability Assessment 2030 Goals:

- Decrease the proportion of homeowners and renters who are either cost-burdened or severely cost-burdened.
- Increase the number of rental units affordable to households under 80% AMI.

2025-2029 Strategic Plan Priorities

- Grow responsibly
 - Improve housing diversity
 - Explore financing options for development

2021 Comprehensive Plan Goals and Strategies

- Community Cohesion Goal 2. Ensure that existing and future residential developments contribute to enhancing quality of life.
- CC 2.2 Support Housing Catalyst in their mission to provide affordable housing



Motion Recommendation

Move to approve Resolution No. 28-2026 directing the Town to file a Proposition 123 commitment for the 2027-2029 commitment cycle with the Colorado Department of Local Affairs (DOLA) to increase affordable housing in Wellington.



COLORADO
Department of Local Affairs
Division of Housing

Jul 2, 2026

Cody Bird, Planning Director
Town of Wellington, CO
8225 Third Street
Wellington, CO 80549

RE: Town of Wellington, CO - Full Compliance Confirmation with Proposition 123 Commitments

Dear Mr. Bird,

On behalf of the Proposition 123 Community Support Team within the Division of Housing, I am pleased to issue this formal confirmation of your jurisdiction's successful compliance with the key requirements established under Proposition 123 for the initial 3-year commitment cycle (2024-2026). The Town of Wellington may re-commit and remain eligible for Proposition 123 funding over the next 3-year cycle (2027-2029).

Your commitment to fostering accessible and efficient housing development is commendable. This approval signifies that the Town of Wellington has fully met its obligations in the following two critical areas:

1. Unit Count Commitment Attainment [2 units] - final submission approved on Jul 2, 2026
2. Implementation of Expedited Review - approved on Sep 15, 2025

Governor Jared S. Polis | Maria De Cambra, Executive Director | Tyler Jaeckel, Division Director

1313 Sherman St., Room 320, Denver, CO 80203

Phone: 303-864-7810 Fax: 303-864-7719 doh.colorado.gov

Strengthening Colorado Communities





COLORADO
Department of Local Affairs
Division of Housing

We commend the leadership and dedication of your planning, housing, and administrative teams in achieving this milestone. We look forward to our continued partnership in advancing community development and housing affordability.

Should you have any questions regarding this compliance confirmation or future requirements, please do not hesitate to contact us directly at

DOLA_Prop123Support@state.co.us.

Sincerely,

Ashley Weesner Digitally signed by Ashley Weesner
Date: 2026.07.02 10:52:51 -06'00'

Proposition 123 Community Support Manager

ashley.weesner@state.co.us

303.549.9382

Cc: Patti Garcia, Town Administrator; Matt Long - DOLA ; Chris La May - DOLA ;
[Robyn DiFalco - DOLA](mailto:RobynDiFalco@state.co.us); DOLA_Prop123Support@state.co.us

Governor Jared S. Polis | Maria De Cambra, Executive Director | Tyler Jaeckel, Division Director

1313 Sherman St., Room 320, Denver, CO 80203

Phone: 303-864-7810 Fax: 303-864-7719 doh.colorado.gov

Strengthening Colorado Communities





Board of Trustees Meeting

Date: July 28, 2026

Subject: Resolution No. 29-2026: A Resolution Adopting the Strategic Plan

- **Presentation:** Kelly Houghteling, Deputy Town Administrator

EXECUTIVE SUMMARY

Following the Board of Trustees Retreat held May 14–15, 2026, staff updated the Town’s 2025–2029 Strategic Plan to reflect Board feedback. The proposed changes include a new Vision Statement and targeted revisions to several goals. Resolution No. 29-2026 formally adopts the updated Strategic Plan.

BACKGROUND / DISCUSSION

After a full day of conversation at the Board Retreat about values and strategic issues, the Board returned to Wellington’s vision and mission with fresh eyes. Key themes that emerged:

- Honor Wellington’s heritage while remaining future-focused
- Welcoming for all: explicit and aspirational, not just assumed
- A town that grows with purpose and connects across neighborhoods
- “Northern Colorado’s thriving gateway” emerged as one candidate phrase

The final vision language is:

Colorado’s northern gateway-- A place of opportunity we are proud to call home

The overall structure, Mission Statement, and strategic focus areas remain largely unchanged. Key updates include:

- Changing the community center goal from “Explore creating” to “Pursue creating” a community center.
- Replacing the goal to increase revenues for Town facilities with a broader goal to invest in public facilities that strengthen Town services and community spaces.
- Removing the goal related to staff and trustee interactions.

CONNECTION WITH ADOPTED MASTER PLANS

Adoption of the updated plan ensures that Town priorities, staff work plans, budgeting, and performance reporting remain aligned with the Board’s current direction.

FISCAL IMPLICATIONS

There is no direct fiscal impact associated with adopting the updated Strategic Plan. Funding for individual initiatives will be considered through the annual budget process or separate Board actions.



STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 29-2026 adopting the updated 2025–2029 Strategic Plan.

MOTION RECOMMENDATION

I move to approve Resolution No. 29-2026, a Resolution Adopting the Town of Wellington 2025–2029 Strategic Plan.

ATTACHMENTS

1. Reso No 29-2026 - Adoption of Strategic Plan
2. Strategic Plan 2025-2029

TOWN OF WELLINGTON

RESOLUTION NO. 29-2026

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON,
ADOPTING THE UPDATED 2025–2029 STRATEGIC PLAN

WHEREAS, the Board of Trustees previously adopted the Town of Wellington 2025–2029 Strategic Plan to guide the Town’s priorities, programs, and allocation of resources; and

WHEREAS, a strategic plan establishes a shared long-term vision and identifies the priorities necessary to meet the current and future needs of the community; and

WHEREAS, a strategic plan supports consistent decision-making, responsible allocation of public resources, and accountability in carrying out the Town’s goals; and

WHEREAS, regular review and updating of the Strategic Plan ensures that Town programs, projects, and services remain aligned with the Board of Trustees’ direction and the needs of the community; and

WHEREAS, during its retreat held May 14 and 15, 2026, the Board of Trustees reviewed the Strategic Plan and provided direction regarding revisions to the Vision Statement and strategic goals; and

WHEREAS, the Board of Trustees desires to adopt the updated 2025–2029 Strategic Plan reflecting that direction.

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

Section 1. Adoption. The updated Town of Wellington 2025–2029 Strategic Plan, attached hereto as Exhibit A, is hereby adopted.

Section 2. Effective Date. This Resolution shall take effect immediately upon its adoption.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 28th day of July 2026.

TOWN OF WELLINGTON, COLORADO

By: _____
Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

Strategic Plan Summary 2025 - 2029

VISION

Colorado's Northern Gateway
– a place of opportunity we
are proud to call home.

MISSION

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



GROW RESPONSIBLY

Goal 1: Proactively maintain and improve utilities, streets, and built environment.

Goal 2: Improve housing diversity.

Goal 3: Advance cohesive and holistic new developments.

Goal 4: Reinforce and align plans for corridors and jurisdiction boundaries.

Goal 5: Explore financing options for development.



CULTIVATE COMMUNITY SPACES

Goal 1: Align needs and vision for community spaces.

Goal 2: Pursue creating a community center.

Goal 3: Retain, revitalize, and invest in meeting and gathering spaces.

Goal 4: Invest in public facilities that strengthen Town services and community spaces.



FOSTER ECONOMIC VIBRANCY

Goal 1: Retain and expand current local businesses.

Goal 2: Recruit new businesses.

Goal 3: Identify funding opportunities for economic development.

Goal 4: Align and develop visions related to economic development.



ENSURE STRONG TOWN OPERATIONS

Goal 1: Communicate strategically to community audiences.

Goal 2: Invest in, retain, and hire skilled staff.

Goal 3: Ensure safety and security, including emergency response.

Goal 4: Improve physical spaces and systems for staff efficiency and collaboration.

Goal 5: Leverage and expand external relationships.



TOWN OF
WELLINGTON



Board of Trustees Meeting

Date: July 28, 2026

Subject: Resolution 30-2026: A Resolution of the Board of Trustees of the Town of Wellington, Colorado, Supporting the Referral of a Public Safety Sales and Use Tax Question to the November 3, 2026 General Election and Participating in a Coordinated Election with Larimer County

- **Presentation:** Patti Garcia, Town Administrator and Kelly Houghteling, Deputy Town Administrator

EXECUTIVE SUMMARY

The Board of Trustees is being asked to determine whether to refer a voter-approved revenue question to the November 3, 2026 General Election. The proposed measure would impose an additional one-half percent (0.50%) sales and use tax. The ballot question estimates \$905,000 in revenue in the first full fiscal year, with future collections varying based on taxable activity. For an ordinary taxable retail purchase in Wellington, the proposed sales tax increase is 0.50%, which equals 50 cents on a \$100 purchase.

Current / Proposed Total Sales Tax	Cost on a \$100 Taxable Purchase	Estimated First Full- Year Revenue
3.00% / 3.50 %	\$0.50	\$905,000

The primary purpose is to create a recurring, long-term revenue source for law enforcement and related public safety services, including maintaining the Town's current service level under its contract with the Larimer County Sheriff's Office. To the extent collections exceed amounts budgeted for those purposes, the proposed language allows the remaining revenue to be used for other lawful municipal operating purposes.

Formal action is time-sensitive. Larimer County has advised the Town of Wellington that we would need to submit by July 28, 2026 in writing that it has taken formal action to participate in the 2026 General Election. The Board's action would refer the question for voter consideration; it would not itself impose the tax. The tax would take effect only if approved by Wellington voters and implemented in accordance with the final ordinance.

BACKGROUND / DISCUSSION

Current public safety service model

Through its contract with the Larimer County Sheriff's Office (LCSO), the Town receives dedicated law enforcement staffing and 24-hour response coverage. Contracted personnel enforce state laws and Town ordinances, respond to calls for service, investigate crimes and traffic accidents, provide school security, conduct community policing activities, and coordinate public-safety priorities with Town leadership.

- **Sergeant:** Supervises Wellington law enforcement operations, coordinates priorities and goals with the Town Administrator, monitors contract performance, and provides monthly activity reports.
- **Corporal:** Assists the Sergeant with supervision, serves as acting supervisor when needed, supplements patrol coverage, and helps cover staffing vacancies.

- Six Patrol Deputies: Provide an average of 30 combined patrol hours per day, supporting 24-hour coverage. Duties include traffic and ordinance enforcement, business and vacation checks, crime prevention, accident investigations, and criminal investigations.
- Desk Deputy: Works primarily during normal business hours to assist residents and Town employees, take walk-in and telephone reports, complete VIN inspections, and provide other office-based law enforcement services.
- Investigator: Provides approximately 171 hours per month investigating Town cases and assisting with crime-prevention activities.
- School Resource Officer: Provides law enforcement services and security in Wellington schools during the school year and supplements patrol coverage during summers and other non-school days.

The contract provides approximately 342 supervisor hours, 1,026 patrol hours, 171 investigative hours, 171 desk deputy hours, and 171 School Resource Officer hours each month.

For the past several budget cycles, LCSO has requested additional personnel to keep pace with the Town's growing demand for law enforcement services. However, with available revenues and resources beginning to plateau, the Town cannot continue to absorb these increasing costs while maintaining an adequate level of public safety or planning for future service needs.

The LCSO contract is funded through the Town's General Fund, which supports core municipal services primarily through sales, property, and use tax revenues. At \$2.27 million in 2026, the LCSO public safety contract is the General Fund's largest single expenditure.

Why is an additional revenue source being considered?

Between 2010 and 2020, Wellington's population increased from 6,289 to 11,047 residents; an increase of 75.7%. The U.S. Census Bureau estimates that Wellington's population reached 12,169 in 2025, representing approximately 93.5% growth since 2010. While the pace of growth has moderated since 2020, and growth was slowed while the Water Treatment & Water Reclamation Facility, the Town is now providing services to nearly twice as many residents as it did 15 years ago. This rapid expansion has increased the need for law-enforcement patrol coverage, traffic enforcement, emergency response, criminal investigations, school safety, community policing and administrative services. Maintaining adequate staffing is necessary to preserve response times, provide proactive patrol and community engagement, and reduce reliance on deputies responding from other areas of Larimer County.

The proposed measure is intended first to support current operations and maintain the established level of service.

Why is the Board considering this now?

The timing is driven by the statutory election calendar. July 24, 2026 is 100 days before the November 3, 2026 General Election and is the final day for a political subdivision to notify the county clerk in writing that it has taken formal action to participate. If the Town does not take formal action and provide notice by that date, the Town would lose the opportunity to place this question before voters at the 2026 General Election through the coordinated-election process.

A decision now also aligns with development of the Town's next annual budget. Knowing whether voters have authorized a recurring public safety revenue source will inform long-range General Fund planning and the balance between public safety costs and other municipal operating priorities.



DRAFT: proposed ballot question

Shall Town of Wellington taxes be increased by \$905,000 annually beginning January 1, 2027, and by such additional amounts as may be generated annually thereafter, by an additional one-half percent (0.50%) sales and use tax (which would cost 50 cents on a \$100 purchase), to fund law enforcement and related public safety services and, to the extent revenues exceed amounts budgeted for such purposes, other lawful municipal operating purposes; and shall the Town be authorized to collect, retain, and spend the proceeds of the revenue from such tax and any earnings thereon as a voter-approved revenue change under Article X, Section 20 of the Colorado Constitution or any other law?

Current Sales & Use Tax

The Town's 3.00% sales and use tax rate was approved by voters in 1998 and took effect in 1999. Although Wellington's population, municipal service demands, and law enforcement costs have increased significantly since that time, the Town's sales and use tax rate has remained unchanged.

Increasing the Town's rate to 3.50% would bring Wellington more closely in line with the average municipal sales tax rate among Front Range communities. The proposed rate would remain below several nearby municipalities, including:

- Fort Collins: 4.35%,
- Timnath: 4.25%,
- Berthoud: 4.00%
- Windsor: 3.65%.
- Wellington: 3.50% - proposed

Proposed Sales and Use Tax

	Sales & Use Tax Rate
General Fund	2.00%
Street Fund (55%) & Park Fund (45%)	1.00%
*Proposed: Law Enforcement and Public Safety	0.50%
Total	3.50%

For an ordinary taxable retail purchase in Wellington, the proposed sales tax increase is 0.50%, which equals 50 cents on a \$100 purchase. Use tax is a complementary tax that generally applies when sales tax was not collected on an otherwise taxable purchase. Sales tax and use tax are not intended to be charged twice on the same taxable transaction.

Illustrative cost on taxable purchases

Taxable Purchase	Additional 0.50% Sales Tax
\$10	\$0.05

\$20	\$0.10
\$50	\$0.25
\$100	\$0.50
\$250	\$1.25

The proposed revenue should be understood as partial funding for the Town's law-enforcement obligation. Compared with the \$2,268,328 annual cost in the 2025 LCSO agreement, the estimated \$905,000 would cover approximately 39.9%, leaving approximately \$1,363,328 of that baseline cost to be supported by existing revenues. This comparison does not include future contract increases or other related public-safety costs, and it should be updated with the current executed agreement before final publication.

The FY2026 budget included net operating expenditure over revenue of \$330K, spending into fund balance in the General Fund. While the sales/use tax increase would not result in revenue to fully offset the LCSO contract, it will ensure net revenue over expenditure in the General Fund in future years.

CONNECTION WITH ADOPTED MASTER PLANS

The proposed measure is most directly connected to the Town of Wellington Strategic Plan 2025-2029, particularly the following priority:

- Ensure Strong Town Operations: Ensure safety and security, including emergency response.

FISCAL IMPLICATIONS

The Town will be responsible for its allocated share of Larimer County's coordinated election costs. Funding for these expenses is included in the Town's adopted 2026 Budget.

STAFF RECOMMENDATION

Staff recommends that the Board make a final determination at this meeting regarding whether to refer the proposed question to Wellington voters.

MOTION RECOMMENDATION

I move to approve Resolution 30-2026: A Resolution of the Board of Trustees of the Town of Wellington, Colorado, Supporting the Referral of a Public Safety Sales and Use Tax Question to the November 3, 2026 General Election and Participating in a Coordinated Election with Larimer County.

ATTACHMENTS

1. Resolution 30-2026 Supporting the Referral of a Public Safety Sales and Use Tax Question to the November 3, 2026 General Election
2. Support for Public Safety Presentation

TOWN OF WELLINGTON

RESOLUTION NO. 30-2026

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, SUPPORTING THE REFERRAL OF A PUBLIC SAFETY SALES AND USE TAX QUESTION TO THE NOVEMBER 3, 2026 GENERAL ELECTION, PARTICIPATING IN A COORDINATED ELECTION WITH LARIMER COUNTY

WHEREAS, the Town contracts with the Larimer County Sheriff's Office for law enforcement and public safety services at an annual cost of approximately \$2.27 million in 2026;

WHEREAS, Wellington's continued growth has increased demand for patrol, traffic enforcement, investigations, school safety, emergency response, and other public safety services;

WHEREAS, the Town's current three percent (3.00%) sales and use tax rate has remained unchanged since taking effect in 1999;

WHEREAS, the Board of Trustees is considering referring to voters an additional one-half percent (0.50%) sales and use tax, estimated to generate approximately \$905,000 in its first full fiscal year, to support law enforcement and related public safety services;

WHEREAS, the Board must take formal action and notify the Larimer County Clerk and Recorder to participate in the November 3, 2026 coordinated election;

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

Section 1. Public Safety Ballot Issue.

The Board supports and intends to refer to the Town's registered electors a ballot issue increasing the Town's sales and use tax by one-half percent (0.50%) to support law enforcement and related public safety services. The tax may be imposed only upon voter approval.

Section 2. Participation in Coordinated Election.

The Town formally elects to participate in the November 3, 2026 General Election and intends to conduct its election as part of the coordinated election administered by the Larimer County Clerk and Recorder.

Section 3. Notice and Election Agreement.

The Town Clerk is authorized and directed to notify the Larimer County Clerk and Recorder of this formal action.

Section 4. Final Ballot Language.

Final referring legislation and ballot language shall be presented to the Board for approval before the applicable certification deadline and shall comply with all constitutional and statutory requirements.

Section 5. Authority and Effective Date.

Town officials are authorized to take all actions necessary to implement this Resolution. This Resolution shall take effect immediately upon adoption.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 28th day of July, 2026.

TOWN OF WELLINGTON, COLORADO

By: _____
Rebekka Dailey, Mayor

ATTEST:

Hannah Hill, Town Clerk

SUPPORT PUBLIC SAFETY



Presentation Objectives

Ensuring Reliable Funding for Essential Services

- Explain how law enforcement and public safety services are currently funded
- Discuss financial challenges created by Wellington's continued growth
- Review proposed change to sales & use tax
- Explain how the proposed revenue would support law enforcement and public safety
- Determine whether to place the public safety sales and use tax question on the November 3, 2026, general election ballot

Understanding Long-Term Financial Sustainability

- Municipal Finance Foundation - Municipal Finance 101 (June 16, 2026)
 - GFOA Best Practice: Ongoing Revenues $\geq$ Ongoing Costs; ongoing revenues should support ongoing operational costs
 - C.R.S. 29-1-103(2): No budget shall provide for expenditures in excess of available revenues and beginning fund balances.
- Recent Board Budget Direction - FY2026 Personnel Requests (July 14, 2026)
 - Continue focusing on long-term revenue generation
 - Maintain the hiring freeze of vacant and approved additional positions in Public Works Administration and Parks Department

Why Address This Now?

- Timeline for November 2026 general election participation
- Sales tax has remained unchanged since 1998
- Population has nearly doubled
- Public safety costs have increased each year
- Current revenues are no longer keeping pace with recurring operating costs
- This would create a dedicated revenue source instead of relying on reserves or reducing other services

Purpose of Today's Discussion

- Consistent with Board's Strategic Plan, staff is presenting a potential ballot measure for Board consideration that would:
 - Establish a sustainable funding source for law enforcement and public safety
 - Help address ongoing operating revenue needs
 - Support the continued delivery of public services to the Wellington of today and tomorrow



GROW RESPONSIBLY

- Goal 1:** Proactively maintain and improve utilities, streets, and built environment.
- Goal 2:** Improve housing diversity.
- Goal 3:** Advance cohesive and holistic new developments.
- Goal 4:** Reinforce and align plans for corridors and jurisdiction boundaries.
- Goal 5:** Explore financing options for development.



CULTIVATE COMMUNITY SPACES

- Goal 1:** Align needs and vision for community spaces.
- Goal 2:** Pursue creating a community center.
- Goal 3:** Retain, revitalize, and invest in meeting and gathering spaces.
- Goal 4:** Invest in public facilities that strengthen Town services and community spaces.



FOSTER ECONOMIC VIBRANCY

- Goal 1:** Retain and expand current local businesses.
- Goal 2:** Recruit new businesses.
- Goal 3:** Identify funding opportunities for economic development.
- Goal 4:** Align and develop visions related to economic development.



ENSURE STRONG TOWN OPERATIONS

- Goal 1:** Communicate strategically to community audiences.
- Goal 2:** Invest in, retain, and hire skilled staff.
- Goal 3:** Ensure safety and security, including emergency response.
- Goal 4:** Improve physical spaces and systems for staff efficiency and collaboration.
- Goal 5:** Leverage and expand external relationships.

Wellington's General Fund and Reserves

Reserves help bridge gaps, but ongoing services need ongoing revenue

Unrestricted fund balance is the flexible portion of the General Fund available for lawful governmental purposes.

It protects operations during one-time needs or timing gaps, but it is not a permanent revenue source.

RESERVE POLICY

4 months / 33%

Town policy target for unrestricted General Fund balance

Recommended minimum: 2 months

Town policy: 4 months

HOW IT IS BUILT

$$\text{Revenues} - \text{Expenditures} = \text{Fund Balance / Reserves}$$

When expenditures exceed revenues, reserves are spent down. When revenues exceed expenditures, reserves can be rebuilt.

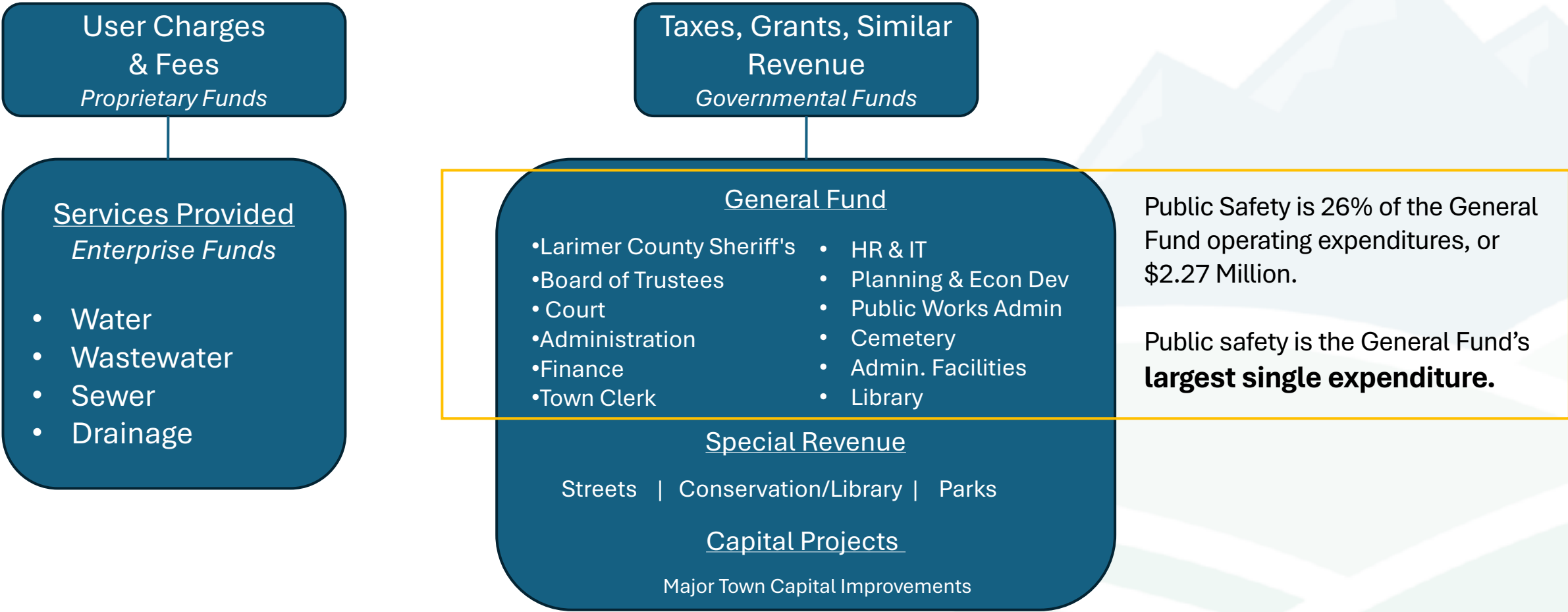
RECENT FUND BALANCE USES

-  **\$2.1M** 2024–2025 transfer to Water & Sewer Enterprise Funds
-  **\$812K** 2024–2026 budgeted General Fund capital outlay
-  **\$330K** 2026 approved General Fund operating expenditures

Takeaway: reserves can solve short-term gaps, not recurring operating costs.

Fund balance is a bridge – not a permanent funding plan

Wellington's Municipal Finance Structure



Proposed Sales & Use Tax

	Sales & Use Tax Rate
General Fund	2.00%
Street Fund (55%) & Park Fund (45%)	1.00%
*Proposed: Law Enforcement and Public Safety	0.50%
TOTAL TAX RATE	3.50%

Law Enforcement and Public Safety = Larimer County Sherrif's Office contract, patrol services, traffic enforcement, SRO, criminal investigations, emergency response, future public safety needs as Wellington grows

Sales & Use Tax – History, Average, Proposed Increase Impact

	2025	2024	2023	3 Year (25-23) Avg.		3.5% Sales Tax	Impact
Cash/Budget Basis							
Sales Tax	\$ 4,052,074.95	\$ 3,774,801.60	\$ 3,929,573.44	\$ 3,918,816.66	Sales Tax	\$ 4,571,952.77	\$ 653,136.11
BP Use Tax	\$ 604,101.53	\$ 290,897.32	\$ 589,857.68	\$ 494,952.18	BP Use Tax	\$ 577,444.21	\$ 82,492.03
MV Use Tax	\$ 938,244.37	\$ 1,018,504.60	\$ 1,048,345.45	\$ 1,001,698.14	MV Use Tax	\$ 1,168,647.83	\$ 166,949.69
TOTAL TAX	\$ 5,594,420.85	\$ 5,084,203.52	\$ 5,567,776.57	\$ 5,415,466.98	TOTAL TAX	\$ 6,318,044.81	\$ 902,577.83
.5% Increase	\$ 932,403.48	\$ 847,367.25	\$ 927,962.76	\$ 902,577.83			
Current 3.00% Split					New 3.50% Split		
General Fund (2.00%)	\$ 3,729,613.90	\$ 3,389,469.01	\$ 3,711,851.05	\$ 3,610,311.32	General Fund (2.50%)	\$ 4,512,889.15	\$ 902,577.83
Street Fund (0.55%)	\$ 1,025,643.82	\$ 932,103.98	\$ 1,020,759.04	\$ 992,835.61	Street Fund (0.55%)	\$ 992,835.61	\$ -
Park Fund (0.45%)	\$ 839,163.13	\$ 762,630.53	\$ 835,166.49	\$ 812,320.05	Park Fund (0.45%)	\$ 812,320.05	\$ -
Accrual/Audit Basis							
Sales Tax	\$ 4,035,659.64	\$ 3,789,593.25	\$ 3,945,897.76	\$ 3,923,716.88	Sales Tax	\$ 4,577,669.70	\$ 653,952.81
BP Use Tax	\$ 604,101.53	\$ 290,897.32	\$ 589,857.68	\$ 494,952.18	BP Use Tax	\$ 577,444.21	\$ 82,492.03
MV Use Tax	\$ 928,742.57	\$ 1,025,777.63	\$ 1,041,020.22	\$ 998,513.47	MV Use Tax	\$ 1,164,932.39	\$ 166,418.91
TOTAL TAX	\$ 5,568,503.74	\$ 5,106,268.20	\$ 5,576,775.66	\$ 5,417,182.53	TOTAL TAX	\$ 6,320,046.29	\$ 902,863.76
.5% Increase	\$ 928,083.96	\$ 851,044.70	\$ 929,462.61	\$ 902,863.76			
Current 3.00% Split					New 3.50% Split		
General Fund (2.00%)	\$ 3,712,335.83	\$ 3,404,178.80	\$ 3,717,850.44	\$ 3,611,455.02	General Fund (2.50%)	\$ 4,514,318.78	\$ 902,863.76
Street Fund (0.55%)	\$ 1,020,892.35	\$ 936,149.17	\$ 1,022,408.87	\$ 993,150.13	Street Fund (0.55%)	\$ 993,150.13	\$ -
Park Fund (0.45%)	\$ 835,275.56	\$ 765,940.23	\$ 836,516.35	\$ 812,577.38	Park Fund (0.45%)	\$ 812,577.38	\$ -

Projected annual revenue from the proposed sales and use tax was calculated using the average taxable retail sales reported for the three most recently completed fiscal years (2023-2025). Retail sales within the Town have remained relatively stable overall during this period. Accordingly, the three-year average was selected to smooth year-to-year variations and provide a reasonable and conservative estimate of the Town's future taxable retail sales base. No separate inflationary or growth adjustment was applied due to the absence of a sustained growth trend in the Town's retail sales base.

Support Public Safety

*Reliable public safety depends on **reliable funding***

Current/ Proposed Total Sales & Use Tax	Cost on a \$100 Taxable Purchase	Estimated First Full- Year Revenue
3.00% / 3.50 %	\$0.50	\$905,000

Sales & Use Tax has not changed since voter approval in 1998

Support Public Safety



*Reliable public safety depends on **reliable funding***

QUALITY OF LIFE

65%

rated overall safety good or excellent

Safe neighborhoods and a secure community are foundational services according to NCR Survey.

FUNDING PRESSURE

\$330K

**FY2026 General Fund
Operating Shortfall**

Sales tax growth is not sufficient to maintain the current level of service.

DEDICATED SOURCE

0.50%

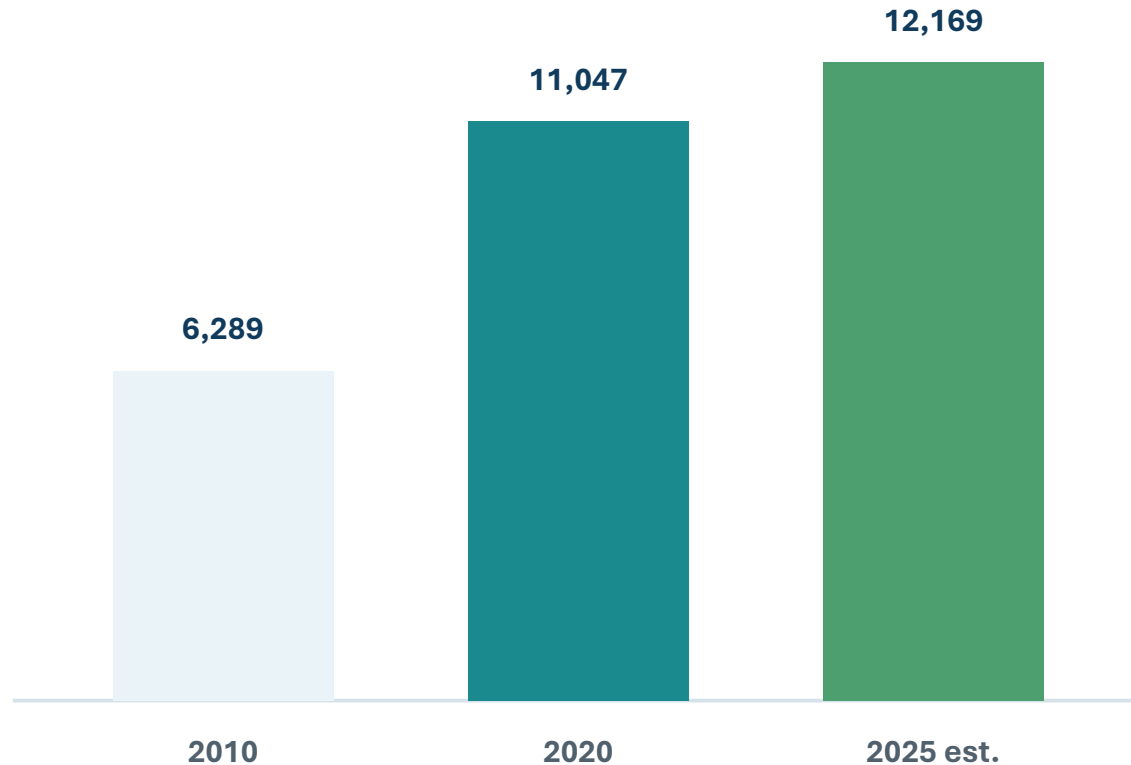
**proposed public-safety sales
& use tax**

Public Safety has never had a dedicated sales and use tax.

The proposed sales & use tax would not fully offset the LCSO contract, but it helps restore General Fund stability and sustain current public-safety operations.

Wellington is serving nearly twice as many residents

Growth creates recurring demand for patrol, investigations, school safety, traffic enforcement, and emergency response



+93.5% population growth
since 2010

- More residents means more calls, more traffic, and more service expectations.
- Maintaining response times requires sustained staffing and coverage.
- The need is ongoing & not a one-time project.

Current Public Safety Service Model

Wellington contracts with Larimer County Sheriff's Office for Service

11

dedicated sworn
positions

1,881

contract hours
per month

30

combined patrol
hours/day

Supervision

Sergeant + Corporal: coordinate priorities, monitor performance, monthly reporting

**Patrol +
response**

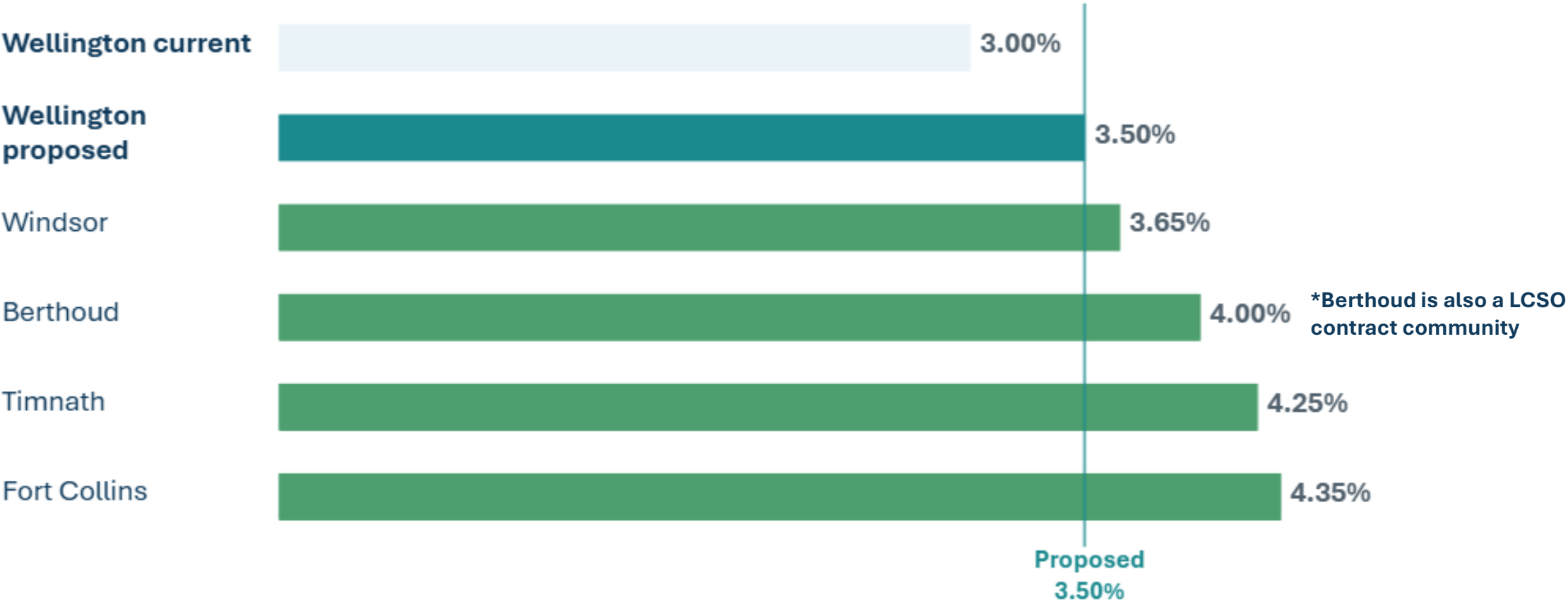
Six deputies: enforcement, business checks, crashes, criminal investigations

**Specialized
support**

Investigator, Desk Deputy, and School Resource Officer support Town cases and schools



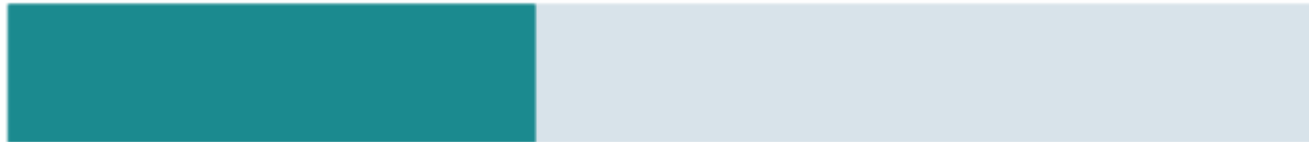
Proposed 3.50% Tax Rate as Compared to Nearby Communities



Proposed Revenue Helps & Partially Funds Public Safety

\$2.27M LCSO contract baseline

\$905K proposed revenue



**\$1.36M still supported by existing
General Fund revenues**

***The intent is to guarantee a sustainable revenue source
for law enforcement and public safety operations***

Public safety is the
General Fund's
**largest single
expenditure**

Reliable public safety
depends on
reliable funding

Support Public Safety: Proposed 0.50% Sales & Use Tax

\$0.50

on a \$100 taxable purchase

For ordinary taxable purchases in Wellington, it equals 50 cents on every \$100

Illustrative cost examples

\$10	\$0.05
\$20	\$0.10
\$50	\$0.25
\$100	\$0.50
\$250	\$1.25

DRAFT Proposed Ballot Language

Shall Town of Wellington taxes be increased by \$905,000 annually beginning January 1, 2027, and by such additional amounts as may be generated annually thereafter, by an additional one-half percent (0.50%) sales and use tax (which would cost 50 cents on a \$100 purchase), to fund law enforcement and related public safety services and, to the extent revenues exceed amounts budgeted for such purposes, other lawful municipal operating purposes; and shall the Town be authorized to collect, retain, and spend the proceeds of the revenue from such tax and any earnings thereon as a voter-approved revenue change under Article X, Section 20 of the Colorado Constitution or any other law?

Draft language may change and remains subject to attorney review and Board of Trustees approval

Staff Proposal and Recommendation

Approve the resolution taking formal action to participate in the coordinated election and referring the public safety sales and use tax question to Wellington voters.

Timeline

- **July 28** – Notice of Intent to Coordinate with Larimer County
- **August 11** – IGA with Larimer County Signed
(last day to submit to Clerk is August 25, 2026)
- **August 25** – Ballot language adopted
- **September 4** – Ballot language content certified with Larimer County
- **November 3** – Election Day

Referral gives voters the final decision.

Questions?

Supporting Public Safety in Wellington

- Public safety is the Town's largest General Fund expenditure
- Wellington continues to grow
- Reliable services require reliable funding
- Ultimately, Wellington voters would decide

Shall the Town of Wellington refer a sales & use tax question for public safety to voters in November?

Board of Trustees Meeting

Date: July 28, 2026

Subject: 2nd Quarter 2026 Residential Building Permit and Lot Inventory Report

EXECUTIVE SUMMARY

The 2nd 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 2nd Quarter 2026 (January 1, 2026 to June 30, 2026). Also included is a report of new residential dwelling permits issued since 2010. The report 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.

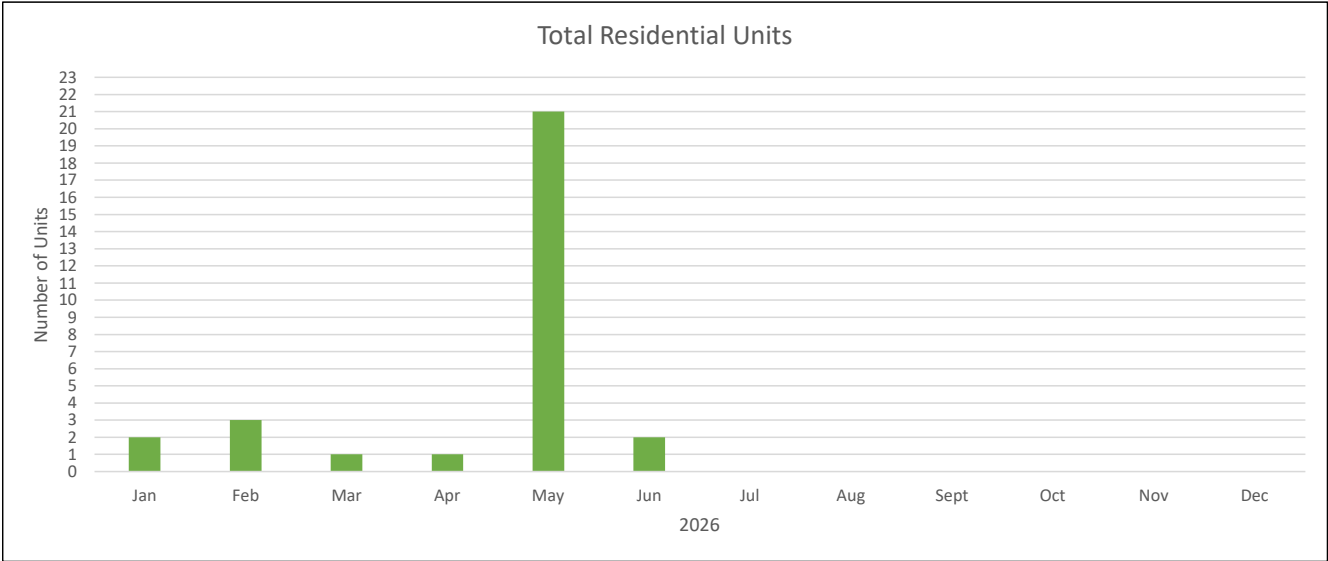
MOTION RECOMMENDATION

N/A

ATTACHMENTS

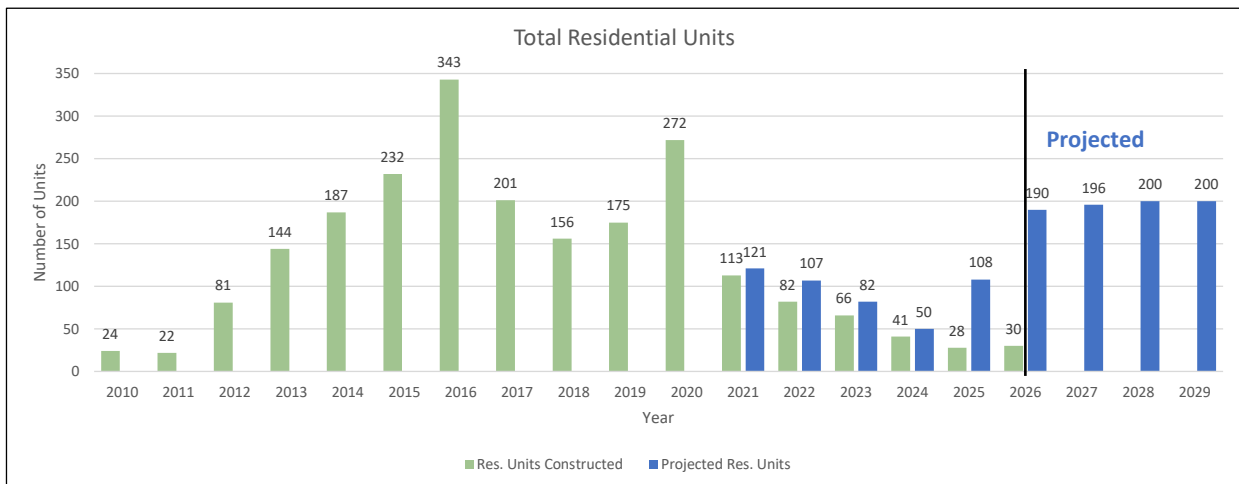
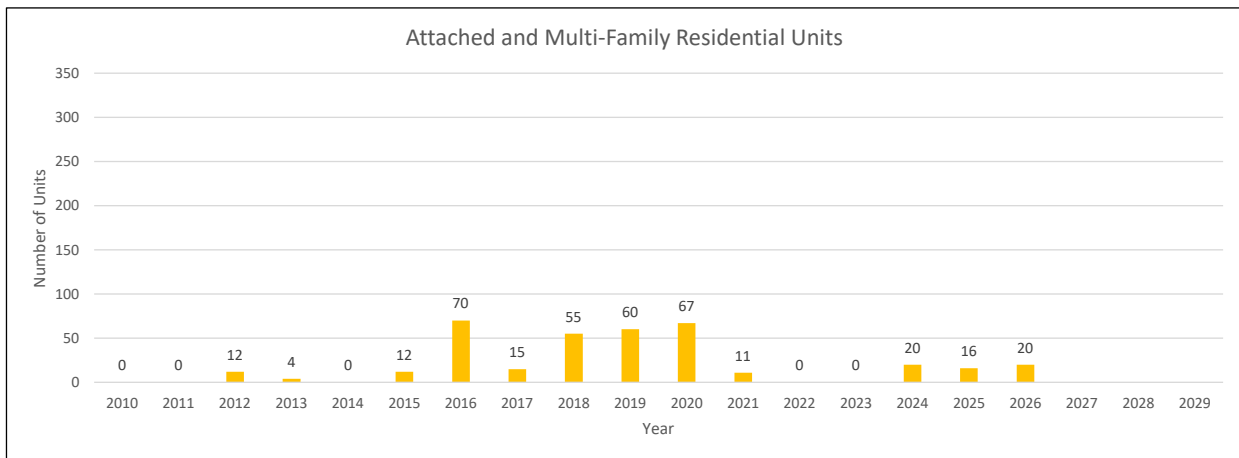
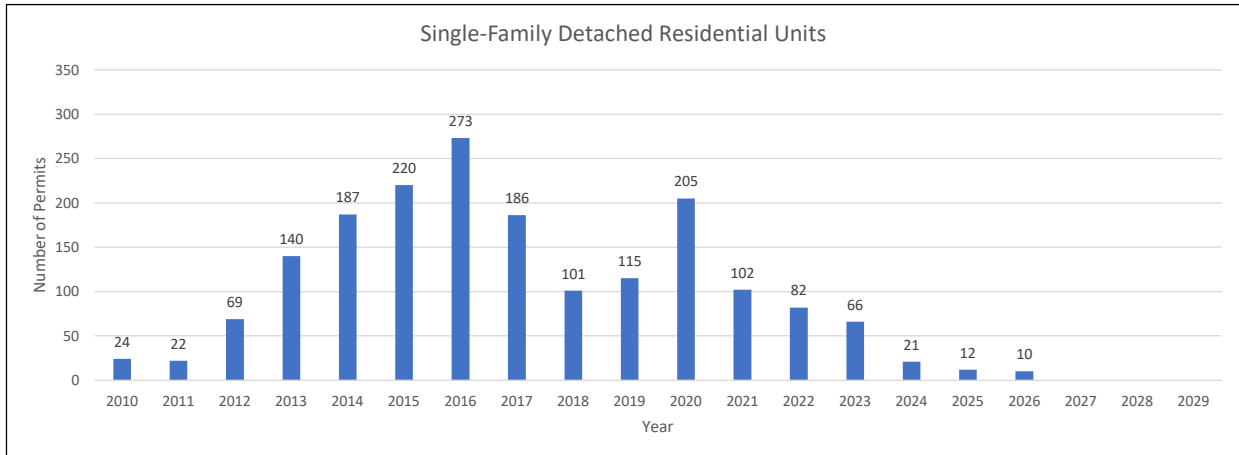
1. 2nd Quarter 2026 Residential Building Permit and Lot Inventory Report

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	1	1	2						
Attached Units	0	0	0	0	20	0						
TOTAL RES. UNITS	2	3	1	1	21	2	0	0	0	0	0	0
			6	24			0			0		
											Total	30

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	10			
Attached and Multi-Family	0	0	12	4	0	12	70	15	55	60	67	11	0	0	20	16	20			
Res. Units Constructed	24	22	81	144	187	232	343	201	156	175	272	113	82	66	41	28	30			
Projected Res. Units												121	107	82	50	108	190	196	200	200

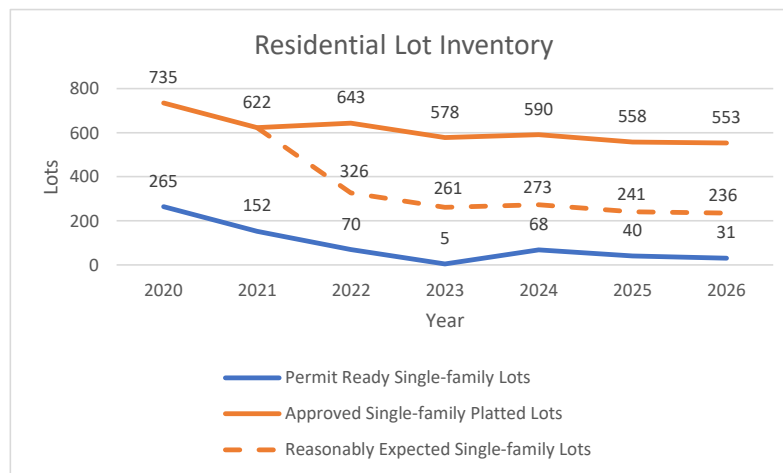
* Attached and Multi-family unit counts manually adjusted to reflect changes in the way permits were entered over time

** Years 2021, 2022 and 2023 - Permits limited due to capacity constraints during construction of water and wastewater treatment plant expansions

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	26	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 1940

Platted Lots	553
Buildable Lots (with infrastructure)	31



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.

Board of Trustees Meeting

Date: July 28, 2026
Subject: Board of Trustees Planning Calendar

EXECUTIVE SUMMARY

Attached is the Board of Trustees Planning Calendar.

BACKGROUND / DISCUSSION

N/A

CONNECTION WITH ADOPTED MASTER PLANS

N/A

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Review and retain report.

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. BOT Planning Calendar 2026 (13)



BOARD OF TRUSTEES PLANNING CALENDAR

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

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
August 25, 2026	Board of Trustees Regular Meeting
September 8, 2026	Board of Trustees Regular Meeting
September 15, 2026	Board of Trustees Work Session
September 22, 2026	Board of Trustees Regular Meeting
October 2, 2026	Budget Work Day – Boys & Girls Club
October 13, 2026	Board of Trustees Regular Meeting

Future Work Session Topics

October 13 - Budget Work Session

October 27 - Utilities Rates Work Session

Other Meetings/Events

October 2 - Board and Leadership Budget Workday

Early October - Budget BOO-Nanza

November 10 - Budget Adoption

This document is subject to change without notice

Board of Trustees Meeting

Date: July 28, 2026
Subject: Larimer County Sheriff's Office Report - June 2026

EXECUTIVE SUMMARY

Attached is the Larimer County Sheriff's Office Report for June 2026.

BACKGROUND / DISCUSSION

N/A

CONNECTION WITH ADOPTED MASTER PLANS

N/A

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Review and Retain report.

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. 6-2026 Wellington Monthly Report - FINAL



John J. Feyen, Sheriff

LARIMER COUNTY SHERIFF'S OFFICE

One Agency

One Mission

Public Safety

July 13, 2026

Town of Wellington
Attn: Patti Garcia, Town Administrator
PO Box 127
Wellington, Colorado 80549

Dear Ms. Garcia:

The Law Enforcement Services Agreement for the Town of Wellington obligates the Larimer County Sheriff's Office to provide monthly reporting.

In meeting the contract, for the month of **June 2026**, the Larimer County Sheriff's Office maintained six deputies, one corporal, and one sergeant providing full-time law enforcement for the Town. In addition, one full-time investigator, one full-time desk deputy, and one full-time School Resource Officer assisted the town with law enforcement activities.

During the month of **June 2026**, non-assigned deputies spent a total of **64.43** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **June 2026** there were **0.0** hours worked by Northern Colorado Drug Task Force.

Investigations – ongoing and active cases include:

- Theft/Fraud – 1
- Burglary - 1
- Sexual Assault – 2
- Death – 2
- Sexual Exploitation of Children – 1
- DHS Referral – 1

Pursuant to the Law Enforcement Agreement between the Town of Wellington and Larimer County, applicable documenting monthly forms are attached.

Thank you,

A handwritten signature in black ink, appearing to read "Joe Shellhammer".

Undersheriff Joe Shellhammer
(970) 498-5103
Attachments

Administration
2501 Midpoint Dr.
Fort Collins, CO 80525
970 498-5100

County Jail
2405 Midpoint Dr.
Fort Collins, CO 80525
970 498-5200

Emergency Services
1303 N. Shields St.
Fort Collins, CO 80524
970 498-5300

larimer.gov/sheriff



LARIMER COUNTY SHERIFF'S OFFICE

Wellington Calls for Service and Patrol Time
(For Non-Wellington Officers)

Dispatch Dates between 06/01/2026 and 06/30/2026

Excluded from this report -

Squads: Civilian, Parks, and Investigations

Units: 9ME*, 9S39;9Z52;9E1;9E64;9E62;9E63;9E94;9E65;9E75;9E49

Call Times by Month

	Call/Contact Time (Minutes/Hours)	Patrol Time (Minutes/Hours)	Totals
2026-06	2,782.72 46.38	1,083.37 18.06	3,866.08 64.43
Totals	2,782.72 46.38	1,083.37 18.06	3,866.08 64.43

Wellington Monthly Report

June 2026

Larimer County Sheriff's Office

Christine Harpel
Administrative Coordinator

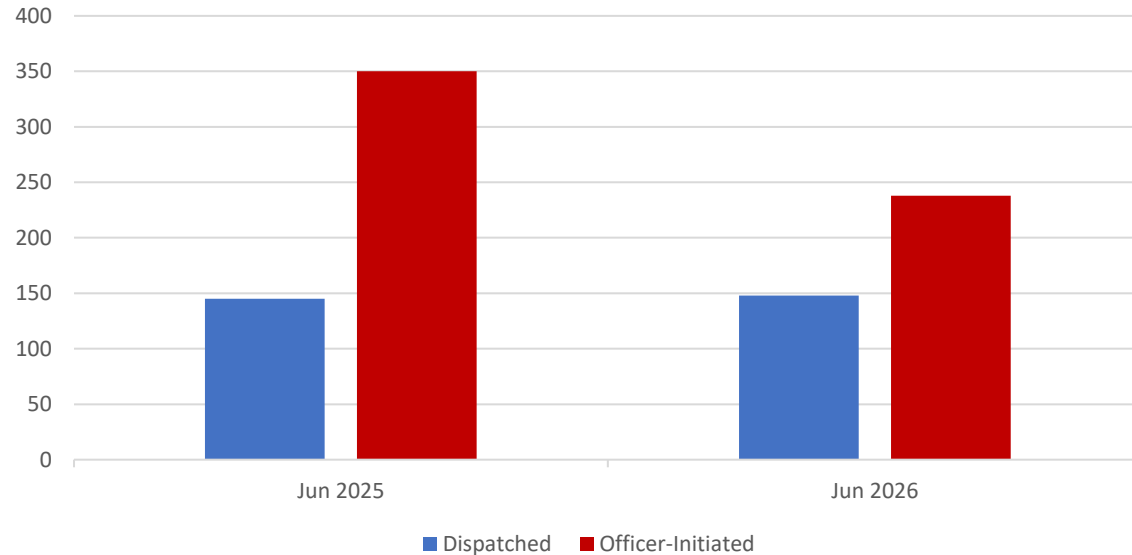
7/8/2026

June 2026 Totals

Dispatched / Officer-Initiated Activity

Dispatched Calls	148
Officer Initiated	238
May 2026 Total	386

Dispatched vs Officer-Initiated Activity



- Dispatched calls were Up 3 or 2% from June 2025
- Officer-Initiated Activity was Down 112 or 32% from June 2025

	June 2025	June 2026
Dispatched Calls	145	148
	29%	38%
Officer Initiated	350	238
	71%	62%
Total	495	386

- 38% were Dispatched Calls
- 62% was Officer-Initiated Activity

June 2026 Calls for Service

Calls for Service Comparison

Call Types A-M

Call Type	2023	2024	2025	Avg 23-25	2026	% Change 3-Yr Avg to 2025
9-1-1 Hangup	4	1	3	2.67	1	-63%
Alarm Calls	6	4	7	5.67	6	6%
Alcohol Calls	0	1	0	0.33	0	-100%
Animal Calls	21	5	4	10.00	2	-80%
Arson	1	0	0	0.33	0	-100%
Assault	2	2	5	3.00	1	-67%
Assist Business	3	7	5	5.00	3	-40%
Assist Other Agency (Fire/Med)	13	11	5	9.67	11	14%
Bar Checks	1	0	0	0.33	0	-100%
Burglary	0	1	0	0.33	0	-100%
Child abuse	0	2	0	0.67	2	200%
Citizen Assist	23	21	11	18.33	21	15%
Civil	8	7	10	8.33	18	116%
Criminal Mischief	10	7	9	8.67	3	-65%
Disturbance	10	4	7	7.00	6	-14%
Drug case	4	4	3	3.67	0	-100%
DUI Arrest	1	1	0	0.67	0	-100%
Extra Checks & Business Check	119	84	83	95.33	45	-53%
Family Problems	9	13	17	13.00	10	-23%
Fireworks complaint	7	9	3	6.33	6	-5%
Follow up	36	36	43	38.33	31	-19%
Found property	0	1	3	1.33	5	275%
Fraud	6	5	8	6.33	1	-84%
Harassment	8	7	7	7.33	4	-45%
Juvenile Problem	7	8	7	7.33	15	105%
Lost Property	1	1	2	1.33	2	50%
Mental Health Call	3	3	6	4.00	4	0%
Missing Person (Child/Adult)	1	1	4	2.00	2	0%
Motor Vehicle Accident	6	11	4	7.00	4	-43%
Municipal Code Violation	9	1	2	4.00	3	-25%

Call Types N-Z

Call Type	2023	2024	2025	Avg 23-25	2026	% Change 3-Yr Avg to 2025
Neighbor Problems	1	6	7	4.67	4	-14%
Noise\Party Complaint	3	3	3	3.00	10	233%
Parks Incident	0	0	1	0.33	0	-100%
Pedestrian Contact/Subject St	13	8	6	9.00	3	-67%
Private Tow	1	1	3	1.67	5	200%
REDDI Report	4	4	3	3.67	2	-45%
Restraining Order Violation	2	0	3	1.67	1	-40%
Restraining Order Violation	2	3	2	2.33	2	-14%
Safe 2 Tell	0	2	1	1.00	1	0%
School Check	1	0	9	3.33	4	20%
Sex Offense	4	1	2	2.33	0	-100%
Sex Offender Check	3	0	7	3.33	0	-100%
Shooting	1	0	0	0.33	1	200%
Solicitor	1	0	2	1.00	0	-100%
Suicide Attempt	0	0	0	0.00	1	NC
Suicide Threat	1	2	0	1.00	2	100%
Suspicious Circumstances	27	27	31	28.33	17	-40%
Theft	6	11	3	6.67	4	-40%
Traffic Problem	14	20	15	16.33	25	53%
Traffic Pursuit	0	2	0	0.67	0	-100%
Traffic Stop	62	62	109	77.67	58	-25%
Trespass	3	3	2	2.67	1	-63%
Vehicle Theft	3	0	0	1.00	0	-100%
Vehicle Trespass	0	3	1	1.33	0	-100%
VIN Check	8	8	6	7.33	9	23%
Warrant Attempt/Arrest	5	5	2	4.00	8	100%
Weapon Related (menacing,	0	1	0	0.33	0	-100%
Welfare Check	10	10	14	11.33	17	50%
Unspecified	19	9	7	11.67	7	-40%
TOTALS	513	449	497	486.33	388	-20%

NC = Not Calculable. Cannot divide by 0.

Calls for Service DOWN 109 or 22% from June 2025
June 2026 calls DOWN 20% from June 2023-2025 Average

June 2026 Call Categories

Crime Type Averages / Trends

Property Crimes					
Call Type	2023	2024	2025	Avg 23-25	2026
Burglary	0	1	0	0.33	0
Theft	6	11	3	6.67	4
Vehicle Theft	3	0	0	1.00	0
Vehicle Trespass	0	3	1	1.33	0
Property Crimes Totals	9	15	4	9.33	4

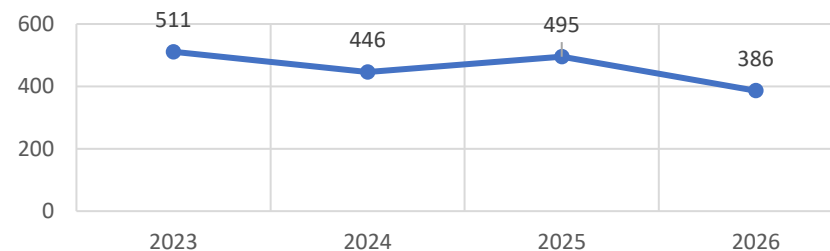
Persons Crimes					
Call Type	2023	2024	2025	Avg 23-25	2026
Assault	2	2	5	3.00	1
Missing Person (Child/Adult)	1	1	4	2.00	2
Robbery	0	0	0	0.00	0
Sex Offense	4	1	2	2.33	0
Weapon Related (menacing,	0	1	0	0.33	0
Persons Crimes Totals	7	5	11	7.67	3

Disorder/Other Crimes					
Call Type	2023	2024	2025	Avg 23-25	2026
Alcohol Calls	0	1	0	0.33	0
Animal Calls	21	5	4	10.00	2
Criminal Mischief	10	7	9	8.67	3
Disturbance	10	4	7	7.00	6
Drug case	4	4	3	3.67	0
Family Problems	9	13	17	13.00	10
Harassment	8	7	7	7.33	4
Juvenile Problem	7	8	7	7.33	15
Noise\Party Complaint	3	3	3	3.00	10
Suspicious Circumstances	27	27	31	28.33	17
Trespass	3	3	2	2.67	1
Disorder Crimes Totals	102	82	90	91.33	68

Red numbers indicate a DECREASE in crime from June 2025

Yellow backgrounds indicate an INCREASE in crime from June 2023-2025 Average

June 2023-2026 Totals



June 2026 Traffic

Traffic Citations	6/25	6/26
Traffic Citations Issued	2	9
Traffic Warnings	96	50

➤ Citations Issued Up 7

➤ Warnings Down 46

Call Type	6/25	6/26
Traffic Stop	109	58
Motor Vehicle Accident	4	4
DUI Arrest	0	0
Traffic Problem	15	25
REDDI Report	3	2

➤ Traffic Stops Down 51 or 47%

➤ MV Accidents Equal

➤ DUI Arrests Equal

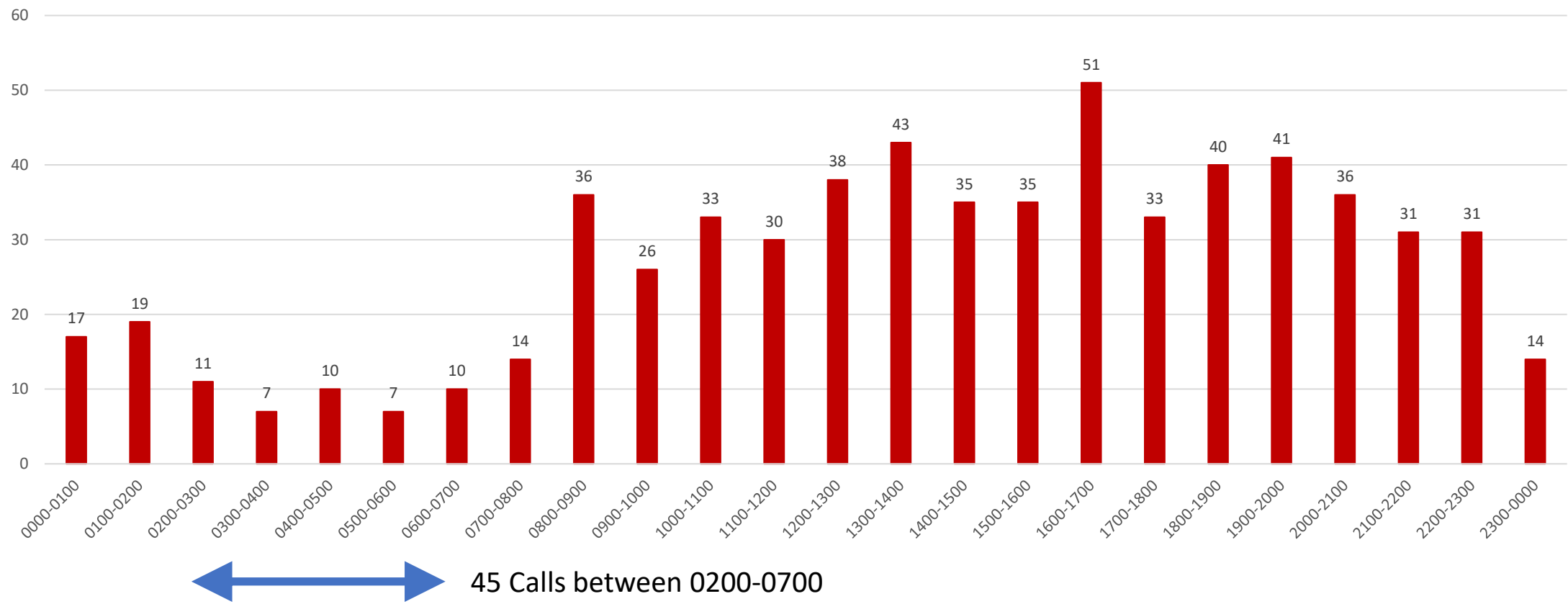
➤ Traffic Problems Up 10

➤ REDDI Reports Down 1

June 2026

Call Totals by Hour

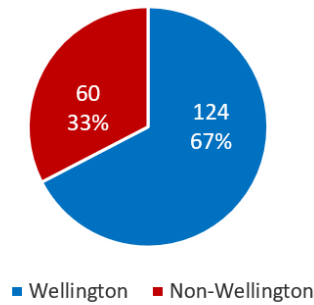
Busiest Hours
1600-1700 (51)
1300-1400 (43)



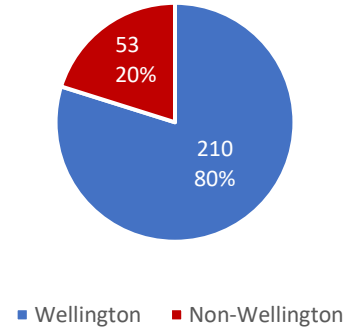
June 2026

Wellington/Non-Wellington Units

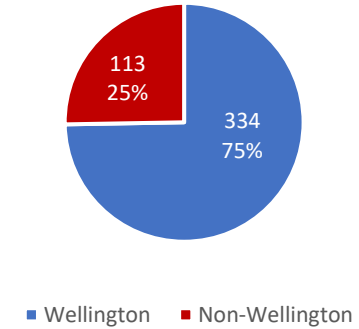
Dispatched



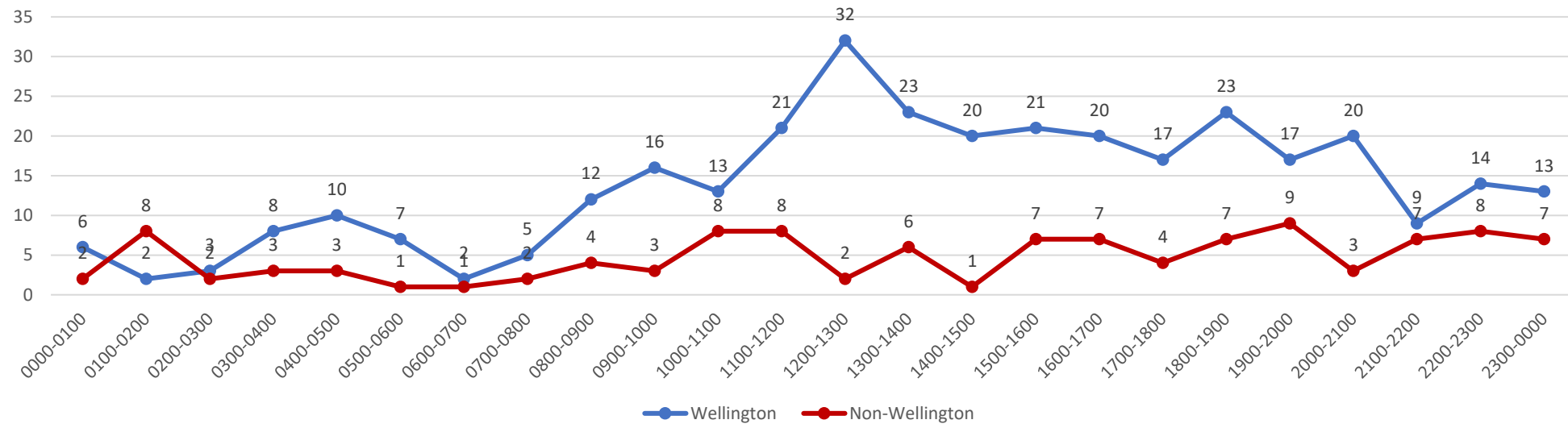
Officer-Initiated



Total Calls



Wellington/Non-Wellington Calls by Hour



June 2026

Response Times / Time on Calls Dispatched Calls Only All Times in Minutes

<u>Average Response Time (All Units)</u> – High / Medium / Low refers to call priority		
High		9.92
Medium		13.09
Low		43.65
Avg. Response Time		22.22

<u>Average Time on Calls (All Wellington Calls)</u>			
High			17.6
Medium			36.39
Low			28.21
Avg. Time			27.4

Board of Trustees Meeting

Date: July 28, 2026
Subject: Treasurer's Report — May 2026

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for May 2026.

BACKGROUND / DISCUSSION

The Treasurer's Report for May 2026 was generated on July 17, 2026, and includes all invoices paid through Period 05 of Fiscal Year 2026. This includes invoices from prior periods that may affect previously presented Treasurer's Reports, 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

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Review and retain report.

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. Treasurer's Report — May 2026

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAX REVENUE</u>					
201-01-3110	PROPERTY TAXES	266,148.12	1,222,626.84	2,193,245.00	970,618.16	55.8
201-01-3130	SALES TAX	238,160.33	1,129,248.10	2,773,581.00	1,644,332.90	40.7
201-01-3135	SEVERANCE TAX	.00	.00	15,000.00	15,000.00	.0
201-01-3140	USE TAX - BUILDING MATERIALS	40,000.42	81,260.03	200,010.00	118,749.97	40.6
201-01-3145	OCCUPATIONAL TAX	.00	80.75	.00	(80.75)	.0
201-01-3315	MOTOR VEHICLE USE TAX	56,725.27	269,466.88	.00	(269,466.88)	.0
	TOTAL TAX REVENUE	632,636.73	2,851,713.31	5,543,843.00	2,692,129.69	51.4
	<u>BUILDING PERMITS</u>					
201-02-3155	TOWN PLAN REVIEW FEES	1,395.00	5,710.00	15,000.00	9,290.00	38.1
201-02-3430	COUNTY TAX VENDORS FEE	701.33	1,320.68	3,000.00	1,679.32	44.0
201-02-3435	FIRE DEPT. VENDOR FEE	1,480.00	1,480.00	1,500.00	20.00	98.7
201-02-3450	BLDG. ADMIN. FEE	3,499.15	8,969.63	20,000.00	11,030.37	44.9
201-02-3462	BLDG. INSPECTION FEES	48,788.69	109,361.33	250,000.00	140,638.67	43.7
	TOTAL BUILDING PERMITS	55,864.17	126,841.64	289,500.00	162,658.36	43.8
	<u>FRANCHISE FEES</u>					
201-03-3150	FRANCHISE FEE-COMMUNICATIONS	.00	17,698.73	25,000.00	7,301.27	70.8
201-03-3160	FRANCHISE FEE-ELECTRICITY	1,659.83	69,211.58	199,301.00	130,089.42	34.7
201-03-3170	FRANCHISE FEE-NATURAL GAS	6,631.31	47,645.77	20,000.00	(27,645.77)	238.2
	TOTAL FRANCHISE FEES	8,291.14	134,556.08	244,301.00	109,744.92	55.1
	<u>LICENSES & PERMITS</u>					
201-04-3200	BUSINESS LICENSE	325.00	3,700.00	3,750.00	50.00	98.7
201-04-3210	LIQUOR LICENSE	100.00	1,155.00	3,000.00	1,845.00	38.5
201-04-3220	CONTRACTOR LICENSE	650.00	9,450.00	18,000.00	8,550.00	52.5
201-04-3250	RETAIL MARIJUANA STORE LICENSE	.00	6,500.00	3,000.00	(3,500.00)	216.7
	TOTAL LICENSES & PERMITS	1,075.00	20,805.00	27,750.00	6,945.00	75.0
	<u>FEES FOR SERVICE</u>					
201-05-3420	LAND USE FEES	1,560.00	4,820.00	15,000.00	10,180.00	32.1
201-05-3465	PAYMENT CONVENIENCE FEE	727.38	3,551.42	6,499.00	2,947.58	54.7
201-05-3510	COMMUNITY CENTER USER FEES	.00	.00	3,000.00	3,000.00	.0
201-05-3520	WEED / REFUSE REMOVAL	.00	8,112.67	8,000.00	(112.67)	101.4
	TOTAL FEES FOR SERVICE	2,287.38	16,484.09	32,499.00	16,014.91	50.7

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES & PENALTIES</u>					
201-06-3550 COURT FINES & COSTS	.00	11,965.00	12,000.00	35.00	99.7
201-06-3555 LCSO ADMINISTRATIVE FEES	120.00	400.00	1,000.00	600.00	40.0
TOTAL FINES & PENALTIES	120.00	12,365.00	13,000.00	635.00	95.1
<u>CEMETERY REVENUES</u>					
201-07-3470 CEMETERY - OPENING & CLOSING	550.00	2,900.00	3,120.00	220.00	93.0
201-07-3480 CEMETERY - PERPETUAL CARE	.00	.00	1,125.00	1,125.00	.0
201-07-3490 CEMETERY - GRAVE SPACE	650.00	1,900.00	3,375.00	1,475.00	56.3
TOTAL CEMETERY REVENUES	1,200.00	4,800.00	7,620.00	2,820.00	63.0
<u>MISCELLANEOUS REVENUE</u>					
201-08-3353 GRANTS - MAIN STREET PROGRAM	2,109.58	2,109.58	15,000.00	12,890.42	14.1
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.	1,359.45	3,056.95	5,000.00	1,943.05	61.1
201-08-3506 MAIN STREET DOLA MINI GRANT	.00	.00	10,000.00	10,000.00	.0
201-08-3610 INVESTMENT EARNINGS-GENERAL	22,711.03	111,046.36	305,836.00	194,789.64	36.3
201-08-3620 CARRYOUT BAG FEE	.00	63.18	2,400.00	2,336.82	2.6
201-08-3640 COMMUNITY EVENTS	60.00	60.00	5,000.00	4,940.00	1.2
201-08-3690 MISCELLANEOUS REVENUE	.00	.00	5,000.00	5,000.00	.0
201-08-3910 SALE OF ASSETS	.00	224.00	500.00	276.00	44.8
201-08-3913 COMMUNITY EVENT SPONSORSHIPS	1,000.00	1,000.00	2,500.00	1,500.00	40.0
TOTAL MISCELLANEOUS REVENUE	27,240.06	117,560.07	375,456.00	257,895.93	31.3
<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	728,714.48	3,285,125.19	8,329,198.00	5,044,072.81	39.4

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
201-11-5102 BENEFITS	89.10	398.43	910.00	511.57	43.8
201-11-5107 ELECTED OFFICIAL COMPENSATION	1,000.00	4,500.00	10,800.00	6,300.00	41.7
201-11-5192 COMMUNITY EVENTS	.00	47,959.75	116,275.00	68,315.25	41.3
201-11-5214 OFFICE SUPPLIES	189.23	266.52	1,200.00	933.48	22.2
201-11-5321 PRINTING SERVICES	.00	.00	300.00	300.00	.0
201-11-5335 DUES & SUBSCRIPTIONS	.00	5,649.00	5,500.00	(149.00)	102.7
201-11-5352 MUNICIPAL LEGAL SERVICES	3,431.80	16,997.15	45,000.00	28,002.85	37.8
201-11-5363 R&M COMPUTER/OFFICE EQUIPMENT	.00	4,785.27	4,800.00	14.73	99.7
201-11-5380 PROFESSIONAL DEVELOPMENT	(444.14)	4,654.86	8,000.00	3,345.14	58.2
201-11-5513 INSURANCE DEDUCTIBLE	.00	.00	5,000.00	5,000.00	.0
201-11-5940 CLEVELAND AVE BUSINESS SUPPORT	1,038.03	1,338.03	35,000.00	33,661.97	3.8
201-11-5951 BOARD DISCRETIONARY FUND	35.58	3,858.30	15,000.00	11,141.70	25.7
201-11-5952 HARDSHIP UTILITY GRANT	2,700.00	11,700.00	25,000.00	13,300.00	46.8
TOTAL LEGISLATIVE	8,039.60	102,107.31	272,785.00	170,677.69	37.4
<u>JUDICIAL</u>					
201-12-5109 MAGISTRATE	750.00	3,000.00	12,000.00	9,000.00	25.0
201-12-5214 OFFICE SUPPLIES	.00	512.91	500.00	(12.91)	102.6
201-12-5356 PROFESSIONAL SERVICES	.00	43.00	.00	(43.00)	.0
201-12-5359 PROSECUTING ATTORNEY	1,096.40	9,160.94	13,000.00	3,839.06	70.5
201-12-5380 PROFESSIONAL DEVELOPMENT	.00	1,376.33	1,650.00	273.67	83.4
201-12-5381 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
201-12-5394 JURY FEES	.00	.00	1,000.00	1,000.00	.0
201-12-5498 COURT APPOINTED COUNSEL	.00	.00	1,000.00	1,000.00	.0
201-12-5499 TRANSLATOR FEES	.00	180.00	1,000.00	820.00	18.0
TOTAL JUDICIAL	1,846.40	14,273.18	30,250.00	15,976.82	47.2
<u>ADMINISTRATION</u>					
201-13-5100 WAGES & SALARIES	45,014.00	224,942.29	592,358.00	367,415.71	38.0
201-13-5102 BENEFITS	12,915.58	62,154.29	193,406.00	131,251.71	32.1
201-13-5214 OFFICE SUPPLIES	.00	120.94	500.00	379.06	24.2
201-13-5335 DUES & SUBSCRIPTION	1,119.00	3,468.00	5,000.00	1,532.00	69.4
201-13-5352 LEGAL SERVICES	2,071.38	8,628.58	65,000.00	56,371.42	13.3
201-13-5356 PROFESSIONAL SERVICES	938.00	3,666.50	10,000.00	6,333.50	36.7
201-13-5357 PROF. SERVICES - HOME RULE	.00	12,500.00	110,000.00	97,500.00	11.4
201-13-5363 R&M COMPUTER/OFFICE EQUIPMENT	108.00	108.00	1,000.00	892.00	10.8
201-13-5380 PROFESSIONAL DEVELOPMENT	42.36	2,841.24	5,000.00	2,158.76	56.8
201-13-5381 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
201-13-5496 COMMUNICATIONS DIVISION	318.59	1,980.83	9,000.00	7,019.17	22.0
201-13-5933 WELLINGTON SENIOR RESOURCE CEN	549.33	12,417.28	16,500.00	4,082.72	75.3
TOTAL ADMINISTRATION	63,076.24	332,827.95	1,007,864.00	675,036.05	33.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FINANCE</u>					
201-14-5100	WAGES & SALARIES	27,136.25	135,644.23	353,495.00	217,850.77	38.4
201-14-5102	BENEFITS	7,715.61	38,422.26	99,613.00	61,190.74	38.6
201-14-5214	OFFICE SUPPLIES	49.64	124.54	1,000.00	875.46	12.5
201-14-5311	POSTAGE	633.28	2,386.73	4,649.00	2,262.27	51.3
201-14-5321	PRINTING SERVICES	.00	900.00	900.00	.00	100.0
201-14-5335	DUES AND SUBSCRIPTIONS	500.00	500.00	1,200.00	700.00	41.7
201-14-5338	BANK SERVICE CHARGE	1,080.74	5,580.65	8,750.00	3,169.35	63.8
201-14-5353	ACCOUNTING & AUDITING	.00	.00	37,100.00	37,100.00	.0
201-14-5356	PROFESSIONAL SERVICES	2,058.21	4,917.21	35,000.00	30,082.79	14.1
201-14-5363	R&M COMPUTER/OFFICE EQUIP	.00	1,655.02	2,250.00	594.98	73.6
201-14-5380	PROFESSIONAL DEVELOPMENT	88.00	262.59	6,000.00	5,737.41	4.4
201-14-5381	MILEAGE REIMBURSEMENT	.00	.00	200.00	200.00	.0
201-14-5510	INSURANCE & BONDS	97.79	124,371.77	254,830.00	130,458.23	48.8
201-14-5560	COUNTY TREAS. FEES	5,302.08	24,450.35	.00	(24,450.35)	.0
201-14-5640	PAYING AGENT FEES	.00	.00	500.00	500.00	.0
201-14-5950	DOCUMENT SHREDDING	25.00	116.00	350.00	234.00	33.1
	TOTAL FINANCE	44,686.60	339,331.35	805,837.00	466,505.65	42.1
	<u>TOWN CLERK</u>					
201-15-5100	WAGES & SALARIES	14,615.27	73,060.85	190,323.00	117,262.15	38.4
201-15-5102	BENEFITS	4,858.85	23,774.51	60,682.00	36,907.49	39.2
201-15-5214	OFFICE SUPPLIES	281.84	631.88	1,000.00	368.12	63.2
201-15-5331	PUBLISHING & LEGAL NOTICES	40.68	283.72	4,500.00	4,216.28	6.3
201-15-5335	DUES & SUBSCRIPTIONS	.00	48.00	500.00	452.00	9.6
201-15-5356	PROFESSIONAL SERVICES	500.00	617.00	1,000.00	383.00	61.7
201-15-5363	R&M COMPUTER/OFFICE EQUIP.	.00	.00	3,500.00	3,500.00	.0
201-15-5380	PROFESSIONAL DEVELOPMENT	498.87	1,806.43	6,000.00	4,193.57	30.1
201-15-5381	MILEAGE REIMBURSEMENT	.00	.00	300.00	300.00	.0
201-15-5414	ELECTION EXPENSES	.00	38,584.35	60,000.00	21,415.65	64.3
201-15-5530	CODE REVIEW & UPDATE	.00	.00	5,900.00	5,900.00	.0
	TOTAL TOWN CLERK	20,795.51	138,806.74	333,705.00	194,898.26	41.6

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
201-16-5100 WAGES & SALARIES	17,305.27	86,435.89	228,430.00	141,994.11	37.8
201-16-5102 BENEFITS	5,839.79	27,643.68	73,039.00	45,395.32	37.9
201-16-5103 TEMPORARY EMPLOYMENT SERVICES	.00	.00	3,000.00	3,000.00	.0
201-16-5214 OFFICE SUPPLIES	18.44	48.91	350.00	301.09	14.0
201-16-5335 DUES & SUBSCRIPTIONS	.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	.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	102.00	1,000.00	898.00	10.2
201-16-5582 EMPLOYEE RELATIONS	638.95	2,558.27	8,000.00	5,441.73	32.0
201-16-5583 BACKGROUND CHECK	172.00	724.00	2,500.00	1,776.00	29.0
201-16-5948 EMPLOYEE APPAREL	.00	.00	1,000.00	1,000.00	.0
201-16-5949 EMPLOYEE ADVERTISING	83.84	170.47	2,000.00	1,829.53	8.5
TOTAL HUMAN RESOURCES	24,058.29	122,839.98	338,819.00	215,979.02	36.3
<u>INFORMATION TECHNOLOGY</u>					
201-17-5100 WAGES & SALARIES	9,333.34	46,620.92	123,040.00	76,419.08	37.9
201-17-5102 BENEFITS	3,148.88	14,847.80	36,988.00	22,140.20	40.1
201-17-5214 OFFICE SUPPLIES	.00	272.31	800.00	527.69	34.0
201-17-5345 TELEPHONE SERVICES	3,523.13	17,393.82	44,100.00	26,706.18	39.4
201-17-5356 PROFESSIONAL SERVICES	.00	.00	15,000.00	15,000.00	.0
201-17-5363 R&M COMPUTER/OFFICE EQUIP.	.00	8,554.10	12,600.00	4,045.90	67.9
201-17-5380 PROFESSIONAL DEVELOPMENT	.00	225.00	2,650.00	2,425.00	8.5
201-17-5381 MILEAGE REIMBURSEMENT	.00	.00	50.00	50.00	.0
201-17-5384 INTERNET SERVICES	3,579.29	16,164.04	32,900.00	16,735.96	49.1
201-17-5579 SOFTWARE LICENSE/SUPPORT	3,839.04	96,197.56	179,900.00	83,702.44	53.5
201-17-5585 WEBSITE MAINTENANCE	5,084.17	16,780.61	19,600.00	2,819.39	85.6
201-17-5947 COPIER EXPENSE	1,459.59	6,587.90	14,700.00	8,112.10	44.8
TOTAL INFORMATION TECHNOLOGY	29,967.44	223,644.06	482,328.00	258,683.94	46.4

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING AND ZONING</u>					
201-18-5100 WAGES & SALARIES	54,577.77	272,617.02	717,944.00	445,326.98	38.0
201-18-5102 BENEFITS	15,134.29	72,899.12	198,309.00	125,409.88	36.8
201-18-5214 OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
201-18-5220 ABATEMENTS & NUISANCES	67.50	4,453.25	.00	(4,453.25)	.0
201-18-5231 FUEL, OIL, GREASE	66.16	373.10	750.00	376.90	49.8
201-18-5233 VEHICLE R&M	18.95	162.10	1,750.00	1,587.90	9.3
201-18-5331 RECORDING & LEGAL PUBLISHING	.00	45.25	750.00	704.75	6.0
201-18-5335 DUES & SUBSCRIPTIONS	.00	45.00	3,159.00	3,114.00	1.4
201-18-5350 BUILDING INSP. FEE REMITTANCE	29,701.04	66,517.14	162,000.00	95,482.86	41.1
201-18-5355 REIMBURSABLE SERVICES	1,125.00	2,315.00	15,000.00	12,685.00	15.4
201-18-5356 PROFESSIONAL SERVICES	.00	250.00	25,000.00	24,750.00	1.0
201-18-5363 R&M COMPUTER/OFFICE EQUIP	.00	1,563.18	1,590.00	26.82	98.3
201-18-5370 SAFETY SUPPLIES & EQUIPMENT	.00	.00	270.00	270.00	.0
201-18-5372 UNIFORMS	.00	.00	525.00	525.00	.0
201-18-5374 NOCO HUMANE	3,582.17	17,910.85	42,986.00	25,075.15	41.7
201-18-5375 PROTECTIVE INSP. EQUIPMENT	.00	.00	170.00	170.00	.0
201-18-5380 PROFESSIONAL DEVELOPMENT	.00	2,755.19	8,337.00	5,581.81	33.1
201-18-5381 MILEAGE REIMBURSEMENT	.00	.00	300.00	300.00	.0
201-18-5579 SOFTWARE LICENSE SUPPORT	.00	1,829.00	2,309.00	480.00	79.2
TOTAL PLANNING AND ZONING	104,272.88	443,735.20	1,182,149.00	738,413.80	37.5
<u>LAW ENFORCEMENT</u>					
201-21-5364 LCSO CONTRACT	.00	567,082.02	2,268,328.00	1,701,245.98	25.0
TOTAL LAW ENFORCEMENT	.00	567,082.02	2,268,328.00	1,701,245.98	25.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
201-34-5100 WAGES & SALARIES	59,167.18	295,544.39	806,929.00	511,384.61	36.6
201-34-5102 BENEFITS	16,511.62	79,324.83	220,868.00	141,543.17	35.9
201-34-5231 FUEL, OIL & GREASE	1,698.59	6,400.50	20,000.00	13,599.50	32.0
201-34-5233 R&M- MACHINERY & EQUIP. PARTS	2,823.47	7,932.85	49,500.00	41,567.15	16.0
201-34-5335 DUES & SUBSCRIPTIONS	.00	4,316.88	6,500.00	2,183.12	66.4
201-34-5356 PROFESSIONAL SERVICES	.00	255.00	18,000.00	17,745.00	1.4
201-34-5363 R&M COMPUTER/OFFICE EQUIP.	240.97	3,928.57	4,000.00	71.43	98.2
201-34-5370 SAFETY WORKWEAR & EQUIPMENT	551.99	554.98	2,000.00	1,445.02	27.8
201-34-5372 UNIFORMS	1,442.97	12,334.41	14,850.00	2,515.59	83.1
201-34-5380 PROFESSIONAL DEVELOPMENT	93.00	3,189.03	7,500.00	4,310.97	42.5
201-34-5381 MILEAGE REIMBURSEMENT	.00	345.56	500.00	154.44	69.1
201-34-5422 SMALL TOOLS	.00	.00	1,000.00	1,000.00	.0
201-34-5456 MOSQUITO CONTROL	4,900.00	4,900.00	20,000.00	15,100.00	24.5
201-34-5579 SOFTWARE SUBSCRIPTIONS	422.00	11,367.60	12,500.00	1,132.40	90.9
201-34-5580 EMPLOYEE DRUG TESTING	39.00	463.55	2,750.00	2,286.45	16.9
201-34-5941 PW OFFICE SUPPLIES	548.89	3,126.60	7,750.00	4,623.40	40.3
201-34-5947 COPIER EXPENSE	.00	54.23	.00	(54.23)	.0
TOTAL PUBLIC WORKS	88,439.68	434,038.98	1,194,647.00	760,608.02	36.3
<u>CEMETERY</u>					
201-42-5382 GROUNDS MAINTENANCE SERVICE	.00	.00	5,000.00	5,000.00	.0
201-42-5423 SAND & GRAVEL & ROAD BASE	.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 HOA FEES	.00	.00	1,000.00	1,000.00	.0
201-49-5341 ELECTRICITY	1,270.71	6,841.47	15,500.00	8,658.53	44.1
201-49-5342 WATER	322.09	1,235.72	3,500.00	2,264.28	35.3
201-49-5343 SEWER	195.65	846.93	2,500.00	1,653.07	33.9
201-49-5344 NATURAL GAS - HEAT	270.01	2,938.25	10,000.00	7,061.75	29.4
201-49-5346 STORM DRAINAGE	212.10	1,006.17	2,500.00	1,493.83	40.3
201-49-5367 R&M SERV./SUPPLIES - BUILDINGS	1,063.43	6,480.13	40,000.00	33,519.87	16.2
201-49-5369 JANITORIAL SERVICE	1,533.70	10,049.82	20,000.00	9,950.18	50.3
201-49-5370 GENERAL BUILDING SUPPLIES	706.37	2,307.28	6,000.00	3,692.72	38.5
201-49-5375 LEEPER CENTER SUPPLIES	62.64	232.24	1,500.00	1,267.76	15.5
201-49-5398 TRASH	465.40	2,337.00	5,300.00	2,963.00	44.1
201-49-5405 PARKING LOT LEASE PAYMENTS	.00	1,600.00	1,500.00	(100.00)	106.7
201-49-5508 ADA COMMUNITY IMPROVEMENTS	.00	.00	10,000.00	10,000.00	.0
201-49-5513 INSURANCE DEDUCTIBLE	.00	.00	5,000.00	5,000.00	.0
TOTAL GEN. USE BLDGS. & COM. CENTERS	6,102.10	35,875.01	124,300.00	88,424.99	28.9

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ECONOMIC DEVELOPMENT</u>					
201-51-5214 OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
201-51-5356 PROFESSIONAL SERVICES	.00	.00	20,000.00	20,000.00	.0
201-51-5401 MARKETING SERVICES	.00	2,000.00	5,000.00	3,000.00	40.0
201-51-5903 MSP GRANT EXPENDITURES	.00	.00	15,000.00	15,000.00	.0
201-51-5904 MSP ADMIN EXPENDITURES	.00	1,824.67	3,000.00	1,175.33	60.8
TOTAL ECONOMIC DEVELOPMENT	.00	3,824.67	43,200.00	39,375.33	8.9
<u>LIBRARY</u>					
201-55-5100 WAGES & SALARIES	34,463.71	148,753.20	373,049.00	224,295.80	39.9
201-55-5101 SEASONAL - LIBRARY	.00	2,446.41	25,000.00	22,553.59	9.8
201-55-5102 BENEFITS	7,670.58	32,223.65	99,873.00	67,649.35	32.3
201-55-5214 OFFICE SUPPLIES	308.76	3,048.95	10,000.00	6,951.05	30.5
201-55-5311 POSTAGE	.00	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	300.00	400.00	100.00	75.0
201-55-5337 PROGRAMS	643.99	3,204.07	10,000.00	6,795.93	32.0
201-55-5347 STORY TIME SUPPLIES	37.99	443.48	1,000.00	556.52	44.4
201-55-5363 R&M COMPUTER/OFFICE EQUIP.	.00	.00	750.00	750.00	.0
201-55-5380 PROFESSIONAL DEVELOPMENT	701.43	740.13	3,500.00	2,759.87	21.2
201-55-5381 MILEAGE REIMBURSEMENT	.00	.00	300.00	300.00	.0
201-55-5387 SPECIAL EVENT SUPPLIES	.00	53.18	1,000.00	946.82	5.3
201-55-5579 SOFTWARE LICENSE/SUPPORT	.00	7,507.49	10,000.00	2,492.51	75.1
201-55-5792 MULTI MEDIA	112.06	927.15	3,500.00	2,572.85	26.5
201-55-5793 E-BOOKS - SUBSCRIPTION/MISC.	.00	750.00	5,500.00	4,750.00	13.6
201-55-5900 LIBRARY BOOKS	11.44	15,932.36	20,000.00	4,067.64	79.7
201-55-5901 LIBRARY SHELVEING & 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	43,949.96	216,461.37	574,772.00	358,310.63	37.7
<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	435,234.70	2,974,847.82	9,113,984.00	6,139,136.18	32.6

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	293,479.78	310,277.37	(784,786.00)	(1,095,063.37)	39.5

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAX REVENUE</u>					
203-01-3130	SALES TAX	65,478.91	310,471.25	746,257.00	435,785.75	41.6
203-01-3140	USE TAX-BUILDING MATERIALS	11,018.92	22,341.34	54,990.00	32,648.66	40.6
203-01-3312	MOTOR VEHICLE SPEC. OWNERSHIP	9,637.63	74,267.03	.00	(74,267.03)	.0
203-01-3313	MOTOR VEHICLE REGISTRATION TAX	.00	18,200.76	.00	(18,200.76)	.0
203-01-3315	MOTOR VEHICLE USE TAX	15,595.83	74,086.22	857,506.00	783,419.78	8.6
203-01-3335	HIGHWAY USERS TAX	31,983.50	153,471.62	385,732.00	232,260.38	39.8
203-01-3337	ROAD & BRIDGE TAX	.00	16,763.47	.00	(16,763.47)	.0
	TOTAL TAX REVENUE	133,714.79	669,601.69	2,044,485.00	1,374,883.31	32.8
	<u>LICENSES & PERMITS</u>					
203-04-3343	STREET CUT PERMITS	.00	(1,400.00)	1,500.00	2,900.00	(93.3)
203-04-3350	DEVELOPER ROAD FEE ESCROW	600.00	4,800.00	14,400.00	9,600.00	33.3
203-04-3376	BP ROAD IMPACT FEE	35,100.00	42,800.00	73,636.00	30,836.00	58.1
	TOTAL LICENSES & PERMITS	35,700.00	46,200.00	89,536.00	43,336.00	51.6
	<u>FEES FOR SERVICE</u>					
203-05-3420	LAND USE FEES	120.00	360.00	.00	(360.00)	.0
	TOTAL FEES FOR SERVICE	120.00	360.00	.00	(360.00)	.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	6,681.90	32,671.45	83,227.00	50,555.55	39.3
203-08-3690	MISCELLANEOUS REVENUE	.00	279.40	.00	(279.40)	.0
203-08-3910	SALE OF ASSETS	.00	2,482.59	1,000.00	(1,482.59)	248.3
	TOTAL MISCELLANEOUS REVENUE	6,681.90	35,433.44	3,178,851.00	3,143,417.56	1.1
	TOTAL FUND REVENUE	176,216.69	751,595.13	5,312,872.00	4,561,276.87	14.2

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
203-34-5100 WAGES & SALARIES	33,921.17	179,639.56	509,567.00	329,927.44	35.3
203-34-5102 BENEFITS	13,552.76	66,520.26	203,476.00	136,955.74	32.7
203-34-5110 ON-CALL STIPEND	600.00	3,000.00	8,600.00	5,600.00	34.9
203-34-5233 R&M- MACHINERY & EQUIP. PARTS	.00	(517.48)	.00	517.48	.0
203-34-5240 STREET PAINT, SIGNS, & PARTS	21.45	6,150.38	40,000.00	33,849.62	15.4
203-34-5341 ELECTRICITY FOR STREET LIGHTS	15,238.68	79,098.30	219,267.00	140,168.70	36.1
203-34-5342 WATER	55.49	227.41	1,000.00	772.59	22.7
203-34-5344 NATURAL GAS	211.72	2,592.82	8,000.00	5,407.18	32.4
203-34-5370 SAFETY WORKWEAR & EQUIPMENT	266.24	2,250.04	7,000.00	4,749.96	32.1
203-34-5397 WEED CONTROL	35.98	719.63	5,000.00	4,280.37	14.4
203-34-5422 SMALL TOOLS	686.89	2,351.15	9,000.00	6,648.85	26.1
203-34-5424 STREET CONSTRUCTION MATERIAL	221.18	221.18	10,000.00	9,778.82	2.2
203-34-5426 WEATHER RESPONSE MANAGEMENT	.00	1,148.48	8,000.00	6,851.52	14.4
203-34-5427 SNOW MANAGEMENT MATERIALS	.00	343.35	30,000.00	29,656.65	1.1
203-34-5428 STREET MAINTENANCE	.00	.00	35,000.00	35,000.00	.0
203-34-5458 R&M LANDSCAPE	.00	32.36	5,000.00	4,967.64	.7
203-34-5533 EQUIPMENT RENTAL	63.03	1,065.38	3,000.00	1,934.62	35.5
203-34-5941 SAFETY & FIRST AID KITS	209.43	1,095.97	3,000.00	1,904.03	36.5
TOTAL OPERATING	65,084.02	345,938.79	1,104,910.00	758,971.21	31.3
<u>TRANSFERS - OUT</u>					
203-56-5000 TRANSFER TO GENERAL FUND	.00	.00	442,349.00	442,349.00	.0
TOTAL TRANSFERS - OUT	.00	.00	442,349.00	442,349.00	.0
<u>CAPITAL OUTLAY</u>					
203-80-4009 PAVEMENT STUDY	.00	.00	115,000.00	115,000.00	.0
203-80-5023 STREET AND SIDEWALK SAFETY IMP	.00	.00	374,850.00	374,850.00	.0
203-80-5024 TRANSPORTATION MASTER PLAN	10,678.19	97,893.01	150,000.00	52,106.99	65.3
203-80-5062 CLEVELAND AVE IMP. - CONSTRUCT	49,642.78	50,282.78	5,529,754.00	5,479,471.22	.9
203-80-5064 MAIN STREET ALLEY NORTH PAVING	.00	13,473.48	55,538.00	42,064.52	24.3
203-80-5070 RAILROAD IMPROVEMENTS SAGE 2ND	.00	7,401.95	7,402.00	.05	100.0
203-80-5851 NEWER SUBDIVISION SEAL COAT	.00	.00	157,500.00	157,500.00	.0
203-80-5878 USED DUMP TRUCK / SNOW PLOW	.00	.00	85,000.00	85,000.00	.0
203-80-5879 FRONT END LOADER BOXER / CLAMS	.00	.00	35,000.00	35,000.00	.0
203-80-5881 SNOW BLADE FOR LOADER	.00	.00	40,000.00	40,000.00	.0
203-80-5884 STREET REHABILITATION	.00	.00	750,000.00	750,000.00	.0
203-80-5997 CLEVELAND AVE IMP. - DESIGN	48,885.97	121,188.28	257,341.00	136,152.72	47.1
TOTAL CAPITAL OUTLAY	109,206.94	290,239.50	7,557,385.00	7,267,145.50	3.8
TOTAL FUND EXPENDITURES	174,290.96	636,178.29	9,104,644.00	8,468,465.71	7.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	1,925.73	115,416.84	(3,791,772.00)	(3,907,188.84)	3.0

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
204-02-3444	BP RAW WATER FEE	446,760.00	508,810.00	1,253,837.00	745,027.00	40.6
204-02-3446	TAP FEES	160,163.00	240,712.00	407,349.00	166,637.00	59.1
	TOTAL CONTRIBUTED CAPITAL	606,923.00	749,522.00	1,661,186.00	911,664.00	45.1
	<u>OPERATING REVENUE</u>					
204-03-3441	WATER SALES	410,761.93	1,713,084.82	4,925,000.00	3,211,915.18	34.8
204-03-3442	MUNICIPAL UTILITIES FEES	11,085.00	49,841.56	75,600.00	25,758.44	65.9
204-03-3443	HYDRANT WATER SALES	2,121.04	3,258.00	.00	(3,258.00)	.0
204-03-3445	RAW WATER LEASES	.00	.00	2,000.00	2,000.00	.0
204-03-3447	BULK WATER SALES	6,550.85	24,051.55	26,250.00	2,198.45	91.6
204-03-3448	WATER METER FEE	2,250.00	2,250.00	.00	(2,250.00)	.0
	TOTAL OPERATING REVENUE	432,768.82	1,792,485.93	5,028,850.00	3,236,364.07	35.6
	<u>NON-OPERATING REVENUE</u>					
204-04-3610	INVESTMENT EARNINGS	18,205.35	89,015.85	177,188.00	88,172.15	50.2
204-04-3910	SALE OF ASSETS	.00	.00	750.00	750.00	.0
	TOTAL NON-OPERATING REVENUE	18,205.35	89,015.85	177,938.00	88,922.15	50.0
	<u>OTHER FINANCING SOURCES</u>					
204-05-3420	LAND USE FEES	40.00	610.00	.00	(610.00)	.0
	TOTAL OTHER FINANCING SOURCES	40.00	610.00	.00	(610.00)	.0
	TOTAL FUND REVENUE	1,057,937.17	2,631,633.78	6,867,974.00	4,236,340.22	38.3

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
204-34-5100 WAGES & SALARIES	42,838.49	213,687.56	570,246.00	356,558.44	37.5
204-34-5102 BENEFITS	17,191.02	81,435.19	220,218.00	138,782.81	37.0
204-34-5110 ON-CALL STIPEND	1,000.00	4,600.00	11,800.00	7,200.00	39.0
204-34-5221 CHEMICALS	10,162.34	83,439.33	225,000.00	141,560.67	37.1
204-34-5227 PROPANE	5,081.50	39,399.72	60,000.00	20,600.28	65.7
204-34-5229 PERMIT AND PROGRAM FEES	.00	.00	3,000.00	3,000.00	.0
204-34-5231 FUEL, OIL & GREASE	920.97	5,527.87	10,000.00	4,472.13	55.3
204-34-5233 R&M- MACHINERY & EQUIP. PARTS	118.50	861.99	19,600.00	18,738.01	4.4
204-34-5241 SHOP SUPPLIES	8.99	262.86	2,500.00	2,237.14	10.5
204-34-5321 UTILITY BILLING PRINTING	1,559.71	7,669.54	30,049.00	22,379.46	25.5
204-34-5334 WATER TESTING	2,109.75	13,252.25	20,000.00	6,747.75	66.3
204-34-5339 ON-LINE UTILITY BILL PAY-FEES	3,094.69	15,708.45	37,890.00	22,181.55	41.5
204-34-5341 ELECTRICITY	12,286.55	61,897.05	142,710.00	80,812.95	43.4
204-34-5345 TELEPHONE SERVICE	.00	(55.42)	800.00	855.42	(6.9)
204-34-5352 WATER RESOURCE LEGAL SERVICES	670.50	13,434.00	25,000.00	11,566.00	53.7
204-34-5353 WATER EFFICIENCY PROGRAM	64.95	4,545.83	15,000.00	10,454.17	30.3
204-34-5356 PROFESSIONAL SERVICES	261.25	15,621.56	45,000.00	29,378.44	34.7
204-34-5363 R&M COMPUTER EQUIPMENT	.00	8,109.29	7,000.00	(1,109.29)	115.9
204-34-5370 SAFETY WORKWEAR & EQUIPMENT	568.60	1,975.41	8,000.00	6,024.59	24.7
204-34-5380 PROFESSIONAL DEVELOPMENT	779.00	4,189.88	12,000.00	7,810.12	34.9
204-34-5381 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
204-34-5384 INTERNET SERVICE	194.85	974.25	1,400.00	425.75	69.6
204-34-5398 TRASH	118.85	594.25	1,330.00	735.75	44.7
204-34-5422 SMALL TOOLS	.00	1,305.07	8,000.00	6,694.93	16.3
204-34-5423 CONSTRUCTION MATERIAL	3,806.71	3,806.71	8,000.00	4,193.29	47.6
204-34-5430 DISTRIBUTION SYS EMR REPAIR	.00	.00	20,000.00	20,000.00	.0
204-34-5432 R&M NANO & WELLS	1,086.21	9,148.04	15,000.00	5,851.96	61.0
204-34-5433 R&M PLANT	3,082.91	38,039.75	60,000.00	21,960.25	63.4
204-34-5434 R&M DISTRIBUTION	403.18	8,523.59	60,000.00	51,476.41	14.2
204-34-5437 R&M SCADA	2,160.00	2,160.00	30,000.00	27,840.00	7.2
204-34-5440 SLUDGE REMOVAL	1,484.00	1,484.00	10,000.00	8,516.00	14.8
204-34-5455 LAB SUPPLIES	1,187.82	3,320.10	12,000.00	8,679.90	27.7
204-34-5513 INSURANCE DEDUCTIBLE	.00	5,000.00	5,000.00	.00	100.0
204-34-5533 EQUIPMENT RENTAL	.00	.00	2,500.00	2,500.00	.0
204-34-5579 SOFTWARE SUBSCRIPTIONS	.00	11,243.23	15,000.00	3,756.77	75.0
204-34-5593 NPIC WATER LEASE AGREEMENT	.00	10,759.00	1,500,000.00	1,489,241.00	.7
204-34-5597 RAW WATER FEES AND ASSESSMENTS	.00	17,183.00	20,000.00	2,817.00	85.9
204-34-5903 WATER METERS - NEW HOMES	.00	.00	14,000.00	14,000.00	.0
204-34-5941 SAFETY & FIRST AID KITS	328.76	748.92	3,000.00	2,251.08	25.0
204-34-5969 LAB EQUIPMENT	.00	3,026.82	25,000.00	21,973.18	12.1
TOTAL OPERATING	112,570.10	692,879.09	3,276,143.00	2,583,263.91	21.2
<u>TRANSFER</u>					
204-56-5000 TRANSFER TO GENERAL FUND	.00	.00	496,797.00	496,797.00	.0
TOTAL TRANSFER	.00	.00	496,797.00	496,797.00	.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
204-80-5013 ADVANCED METERING INFRASTRUCTU	.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	44,747.50	68,882.50	132,845.00	63,962.50	51.9
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	6,458.50	22,265.50	75,000.00	52,734.50	29.7
204-80-5716 FLOW METER - 1 MG TANK	.00	.00	30,000.00	30,000.00	.0
204-80-5719 DISTRIB SYSTEM IMPROV MASTER	.00	47,349.91	55,000.00	7,650.09	86.1
204-80-5853 UTV W/ PLOW	.00	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	51,206.00	177,421.02	3,724,555.00	3,547,133.98	4.8
<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	163,776.10	1,531,275.73	8,819,446.00	7,288,170.27	17.4
NET REVENUE OVER EXPENDITURES	894,161.07	1,100,358.05	(1,951,472.00)	(3,051,830.05)	56.4

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
205-02-3350	DEVELOPER SEWER FEE ESCROW	763.00	6,104.00	18,312.00	12,208.00	33.3
205-02-3446	TAP FEES	197,037.00	266,876.00	379,126.00	112,250.00	70.4
	TOTAL CONTRIBUTED CAPITAL	197,800.00	272,980.00	397,438.00	124,458.00	68.7
	<u>OPERATING REVENUE</u>					
205-03-3445	SEWER USER FEES	260,433.65	1,165,229.34	2,653,716.00	1,488,486.66	43.9
	TOTAL OPERATING REVENUE	260,433.65	1,165,229.34	2,653,716.00	1,488,486.66	43.9
	<u>NON-OPERATING REVENUE</u>					
205-04-3610	INVESTMENT EARNINGS	16,100.13	78,722.34	202,980.00	124,257.66	38.8
205-04-3650	BOND/LOAN PROCEEDS	.00	75,913.00	172,000.00	96,087.00	44.1
	TOTAL NON-OPERATING REVENUE	16,100.13	154,635.34	374,980.00	220,344.66	41.2
	<u>SOURCE 05</u>					
205-05-3420	LAND USE FEES	140.00	928.50	.00	(928.50)	.0
	TOTAL SOURCE 05	140.00	928.50	.00	(928.50)	.0
	TOTAL FUND REVENUE	474,473.78	1,593,773.18	3,426,134.00	1,832,360.82	46.5

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
205-34-5100 WAGES & SALARIES	39,100.69	196,297.41	539,082.00	342,784.59	36.4
205-34-5102 BENEFITS	14,954.23	72,391.19	211,038.00	138,646.81	34.3
205-34-5110 ON-CALL STIPEND	1,000.00	4,200.00	11,800.00	7,600.00	35.6
205-34-5221 CHEMICALS	.00	12,388.80	65,000.00	52,611.20	19.1
205-34-5228 PERMIT AND PROGRAM FEES	.00	345.35	5,000.00	4,654.65	6.9
205-34-5231 FUEL, OIL & GREASE	751.66	4,234.71	10,000.00	5,765.29	42.4
205-34-5233 R&M- MACHINERY & EQUIP. PARTS	455.21	2,610.33	35,000.00	32,389.67	7.5
205-34-5241 SHOP SUPPLIES	167.05	439.45	1,500.00	1,060.55	29.3
205-34-5321 UTILITY BILLING PRINTING	1,100.97	5,413.80	20,545.00	15,131.20	26.4
205-34-5339 ON-LINE UTILITY BILL PAY FEES	2,184.48	11,088.85	26,863.00	15,774.15	41.3
205-34-5341 ELECTRICITY	19,319.39	96,049.59	235,683.00	139,633.41	40.8
205-34-5342 WATER	695.33	2,713.60	4,032.00	1,318.40	67.3
205-34-5344 NATURAL GAS	1,395.14	18,824.72	60,000.00	41,175.28	31.4
205-34-5345 TELEPHONE SERVICE	.00	170.95	2,100.00	1,929.05	8.1
205-34-5356 PROFESSIONAL SERVICES	.00	9,483.21	20,000.00	10,516.79	47.4
205-34-5363 R&M COMPUTER EQUIPMENT	.00	1,988.96	8,000.00	6,011.04	24.9
205-34-5370 SAFETY WORKWEAR & EQUIPMENT	450.27	2,006.27	10,000.00	7,993.73	20.1
205-34-5380 PROFESSIONAL DEVELOPMENT	247.00	8,017.87	6,500.00	(1,517.87)	123.4
205-34-5381 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
205-34-5384 INTERNET SERVICE	194.90	1,023.60	8,000.00	6,976.40	12.8
205-34-5398 TRASH	361.20	1,685.60	3,620.00	1,934.40	46.6
205-34-5422 SMALL TOOLS	165.94	4,052.33	7,500.00	3,447.67	54.0
205-34-5423 CONSTRUCTION MATERIAL	.00	.00	1,000.00	1,000.00	.0
205-34-5431 R&M PUMPS	.00	453.59	25,000.00	24,546.41	1.8
205-34-5432 R&M SCADA	.00	2,330.19	18,000.00	15,669.81	13.0
205-34-5433 R&M PLANT	1,398.02	20,659.23	40,000.00	19,340.77	51.7
205-34-5434 R&M COLLECTIONS	191.10	3,642.53	15,000.00	11,357.47	24.3
205-34-5436 COLLECTION SYS EMR REPAIR	.00	.00	15,000.00	15,000.00	.0
205-34-5440 SLUDGE DISPOSAL	2,518.00	23,135.00	50,000.00	26,865.00	46.3
205-34-5455 LAB SUPPLIES	697.68	2,094.14	7,500.00	5,405.86	27.9
205-34-5513 INSURANCE DEDUCTIBLE	.00	.00	5,000.00	5,000.00	.0
205-34-5533 EQUIPMENT RENTAL	.00	.00	3,000.00	3,000.00	.0
205-34-5554 SEWER TESTING	4,169.20	13,287.90	40,000.00	26,712.10	33.2
205-34-5579 SOFTWARE SUBSCRIPTIONS & SUPP.	.00	47,590.35	45,000.00	(2,590.35)	105.8
205-34-5941 SAFETY & FIRST AID KITS	171.92	619.80	4,500.00	3,880.20	13.8
205-34-5969 LAB EQUIPMENT	.00	1,011.28	5,000.00	3,988.72	20.2
TOTAL OPERATING	91,689.38	570,250.60	1,565,363.00	995,112.40	36.4
<u>TRANSFERS - OUT</u>					
205-56-5000 TRANSFER TO GENERAL FUND	.00	.00	465,336.00	465,336.00	.0
TOTAL TRANSFERS - OUT	.00	.00	465,336.00	465,336.00	.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 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	42,064.62	84,445.00	42,380.38	49.8
205-90-5622	W22F467 LOAN INTEREST (WRF)	.00	20,907.74	41,500.00	20,592.26	50.4
	TOTAL DEBT SERVICE	.00	1,235,245.88	2,470,492.00	1,235,246.12	50.0
	TOTAL FUND EXPENDITURES	91,689.38	1,826,097.48	5,571,292.00	3,745,194.52	32.8
	NET REVENUE OVER EXPENDITURES	382,784.40	(232,324.30)	(2,145,158.00)	(1,912,833.70)	(10.8)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
207-02-3451	TOW STRM DRN BP IMPACT	8,400.00	11,200.00	15,200.00	4,000.00	73.7
207-02-3453	AUTH STORM DRN BP IMPACT	9,240.00	12,320.00	16,720.00	4,400.00	73.7
	TOTAL CONTRIBUTED CAPITAL	17,640.00	23,520.00	31,920.00	8,400.00	73.7
	<u>OPERATING REVENUE</u>					
207-03-3449	TOW STORM DRAIN UTILITY FEES	29,175.79	128,789.67	276,000.00	147,210.33	46.7
207-03-3452	AUTH STORM DRAIN UTILITY FEES	36,006.98	179,921.99	420,000.00	240,078.01	42.8
	TOTAL OPERATING REVENUE	65,182.77	308,711.66	696,000.00	387,288.34	44.4
	<u>FEES FOR SERVICE</u>					
207-05-3420	LAND USE FEES	140.00	680.00	.00	(680.00)	.0
	TOTAL FEES FOR SERVICE	140.00	680.00	.00	(680.00)	.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	3,653.48	17,863.86	57,482.00	39,618.14	31.1
	TOTAL MISCELLANEOUS REVENUE	3,653.48	17,863.86	1,406,944.00	1,389,080.14	1.3
	TOTAL FUND REVENUE	86,616.25	350,775.52	2,134,864.00	1,784,088.48	16.4

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 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	397.57	1,954.99	7,420.00	5,465.01	26.4
207-34-5339 ON-LINE UTILITY BILL PAY-FEE	788.85	4,004.34	9,705.00	5,700.66	41.3
207-34-5341 ELECTRICITY	68.33	214.42	578.00	363.58	37.1
207-34-5356 PROFESSIONAL SERVICES	.00	2,498.80	20,000.00	17,501.20	12.5
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	1,254.75	470,649.09	526,689.00	56,039.91	89.4
<u>TRANSFERS - OUT</u>					
207-56-5000 TRANSFER TO GENERAL FUND	.00	.00	134,267.00	134,267.00	.0
TOTAL TRANSFERS - OUT	.00	.00	134,267.00	134,267.00	.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	1,254.75	564,183.09	2,886,035.00	2,321,851.91	19.6
NET REVENUE OVER EXPENDITURES	85,361.50	(213,407.57)	(751,171.00)	(537,763.43)	(28.4)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
209-08-3610	INVESTMENT EARNINGS	2,956.52	14,274.88	32,876.00	18,601.12	43.4
209-08-3701	LOTTERY RECEIPTS	.00	85,879.16	360,000.00	274,120.84	23.9
	TOTAL MISCELLANEOUS REVENUE	2,956.52	100,154.04	392,876.00	292,721.96	25.5
	TOTAL FUND REVENUE	2,956.52	100,154.04	392,876.00	292,721.96	25.5
	NET REVENUE OVER EXPENDITURES	2,956.52	100,154.04	392,876.00	292,721.96	25.5

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAX REVENUE</u>					
210-01-3130	SALES TAX	53,583.40	254,068.12	635,572.00	381,503.88	40.0
210-01-3140	USE TAX BUILDING MATERIALS	9,017.12	18,282.56	45,000.00	26,717.44	40.6
210-01-3315	MOTOR VEHICLE USE TAX	12,762.55	60,627.02	143,724.00	83,096.98	42.2
210-01-3700	OPEN SPACE SALES TAX	36,105.93	169,978.54	405,000.00	235,021.46	42.0
	TOTAL TAX REVENUE	111,469.00	502,956.24	1,229,296.00	726,339.76	40.9
	<u>BUILDING PERMITS</u>					
210-02-3381	TRAIL IMPACT FEE	9,450.00	12,600.00	17,100.00	4,500.00	73.7
210-02-3620	BP PARK IMPACT FEE	21,000.00	28,000.00	38,000.00	10,000.00	73.7
	TOTAL BUILDING PERMITS	30,450.00	40,600.00	55,100.00	14,500.00	73.7
	<u>RECREATION PROGRAM FEES</u>					
210-05-3174	FIELD & BUILDING RENTALS	942.50	4,435.00	6,000.00	1,565.00	73.9
210-05-3175	RECREATION FEES	11,123.53	53,070.83	118,374.00	65,303.17	44.8
210-05-3177	BATTING CAGES FEES/SALES	218.00	218.00	2,000.00	1,782.00	10.9
210-05-3178	CARD PROCESSING FEE RECOVERY	203.49	1,415.26	2,000.00	584.74	70.8
	TOTAL RECREATION PROGRAM FEES	12,487.52	59,139.09	128,374.00	69,234.91	46.1
	<u>MISCELLANEOUS REVENUE</u>					
210-08-3190	WCP VETERANS MEMORIAL PLAZA	.00	105.50	.00	(105.50)	.0
210-08-3610	INVESTMENT EARNINGS	9,626.77	47,307.94	120,198.00	72,890.06	39.4
210-08-3690	MISCELLANEOUS REVENUE	.00	4,500.00	.00	(4,500.00)	.0
210-08-3910	SALE OF ASSETS	.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	9,626.77	52,114.44	121,698.00	69,583.56	42.8
	TOTAL FUND REVENUE	164,033.29	654,809.77	1,534,468.00	879,658.23	42.7

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING</u>					
210-34-5100 WAGES & SALARIES	22,418.66	115,984.08	297,237.00	181,252.92	39.0
210-34-5101 SEASONALS - PARKS & REC	7,875.68	22,224.26	118,000.00	95,775.74	18.8
210-34-5102 BENEFITS	11,025.32	50,371.81	125,574.00	75,202.19	40.1
210-34-5110 ON-CALL STIPEND	400.00	2,400.00	5,200.00	2,800.00	46.2
210-34-5111 VANDALISM	.00	743.43	10,000.00	9,256.57	7.4
210-34-5112 HORTICULTURE	.00	131.22	3,000.00	2,868.78	4.4
210-34-5221 POND CHEMICALS	.00	.00	3,100.00	3,100.00	.0
210-34-5231 FUEL, OIL & GREASE	2,313.50	6,197.71	15,000.00	8,802.29	41.3
210-34-5233 R&M- MACHINERY & EQUIP. PARTS	486.60	4,510.88	24,000.00	19,489.12	18.8
210-34-5237 IRRIG. SYS. SUPPLIES/REPAIRS	1,582.54	16,946.61	41,000.00	24,053.39	41.3
210-34-5239 WELLS & WELL HOUSES	.00	.00	10,000.00	10,000.00	.0
210-34-5241 SHOP SUPPLIES	.00	.00	2,000.00	2,000.00	.0
210-34-5251 TREE CARE	1,175.00	24,300.00	45,000.00	20,700.00	54.0
210-34-5254 R&M PARKS & PLAYGROUND	114.85	13,428.77	32,000.00	18,571.23	42.0
210-34-5256 SPLASH PAD CHEMICALS	375.07	630.24	1,600.00	969.76	39.4
210-34-5329 HOA FEES	86.00	2,250.00	.00 (	2,250.00)	.0
210-34-5341 IRRIGATION ELECTRICITY	1,533.29	3,510.92	7,000.00	3,489.08	50.2
210-34-5342 WATER	3,002.27	7,700.71	40,000.00	32,299.29	19.3
210-34-5343 SEWER	95.61	404.70	1,800.00	1,395.30	22.5
210-34-5344 NATURAL GAS	139.09	1,874.04	4,500.00	2,625.96	41.7
210-34-5346 STORM DRAINAGE	300.07	1,472.63	3,500.00	2,027.37	42.1
210-34-5356 PROFESSIONAL SERVICES	85.00	85.00	.00 (	85.00)	.0
210-34-5365 TOILET RENTAL	2,550.00	12,750.00	30,750.00	18,000.00	41.5
210-34-5366 SERVICES - PARKS & LAWN CARE	3,240.00	14,240.00	50,000.00	35,760.00	28.5
210-34-5370 SAFETY WORKWEAR & EQUIPMENT	.00	155.00	1,500.00	1,345.00	10.3
210-34-5372 UNIFORMS	.00	406.04	2,750.00	2,343.96	14.8
210-34-5380 PROFESSIONAL DEVELOPMENT	.00	1,150.00	5,500.00	4,350.00	20.9
210-34-5381 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
210-34-5397 WEED CONTROL	.00	.00	600.00	600.00	.0
210-34-5422 SMALL TOOLS	.00	11,430.41	11,000.00 (	430.41)	103.9
210-34-5423 SAND, GRAVEL, MULCH, SEED	.00	3,897.50	11,000.00	7,102.50	35.4
210-34-5513 INSURANCE DEDUCTIBLE	.00	.00	5,000.00	5,000.00	.0
210-34-5533 EQUIPMENT RENTAL	.00	207.20	3,000.00	2,792.80	6.9
210-34-5941 SAFETY & FIRST AID KITS	7.53	1,040.54	4,000.00	2,959.46	26.0
210-34-5942 MINOR PARK IMPROVEMENTS	.00	11,736.30	65,000.00	53,263.70	18.1
TOTAL OPERATING	58,806.08	332,180.00	979,711.00	647,531.00	33.9

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
210-51-5100 WAGES & SALARIES	22,556.11	112,935.14	293,687.00	180,751.86	38.5
210-51-5101 SEASONALS - REC	.00	1,192.56	.00	(1,192.56)	.0
210-51-5102 BENEFITS	9,569.50	45,680.99	118,878.00	73,197.01	38.4
210-51-5110 ON-CALL STIPEND	400.00	1,600.00	5,200.00	3,600.00	30.8
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	5,056.21	5,300.00	243.79	95.4
210-51-5140 YOUTH SOCCER	.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	556.95	556.95	8,000.00	7,443.05	7.0
210-51-5145 YOUTH SOFTBALL	179.55	179.55	8,000.00	7,820.45	2.2
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	135.00	4,000.00	3,865.00	3.4
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	171.86	4,500.00	4,328.14	3.8
210-51-5164 ADULT VOLLEYBALL	.00	330.47	1,000.00	669.53	33.1
210-51-5165 NCSO REFEREES ADMIN FEE	625.00	3,125.00	8,000.00	4,875.00	39.1
210-51-5166 INSTRUCTOR/OFFICIAL FEES	1,370.00	6,032.00	30,000.00	23,968.00	20.1
210-51-5168 COMPUTER EQUIP./SOFTWARE	1,032.45	8,600.99	18,000.00	9,399.01	47.8
210-51-5181 REC. PROG. SUPPLIES/EXP.	1,047.27	2,179.44	16,000.00	13,820.56	13.6
210-51-5183 BATTING CAGES - MAINT. & OPER.	3,511.49	3,511.49	11,000.00	7,488.51	31.9
210-51-5185 BALL FIELD/CAGE ELECTRICITY	3,286.02	8,512.70	20,000.00	11,487.30	42.6
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	48.98	70.97	2,000.00	1,929.03	3.6
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	.00	7,539.75	14,000.00	6,460.25	53.9
210-51-5401 MARKETING SERVICES	993.70	5,170.14	11,000.00	5,829.86	47.0
210-51-5513 INSURANCE DEDUCTIBLE	.00	.00	5,000.00	5,000.00	.0
TOTAL RECREATION	45,177.02	216,575.95	624,065.00	407,489.05	34.7
<u>TRANSFERS - OUT</u>					
210-56-5000 TRANSFER TO GENERAL FUND	.00	.00	256,480.00	256,480.00	.0
TOTAL TRANSFERS - OUT	.00	.00	256,480.00	256,480.00	.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 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	11,516.00	110,839.00	149,054.00	38,215.00	74.4
210-80-5730	CENTENNIAL PARK EXPANSIONS	290.40	7,979.58	450,000.00	442,020.42	1.8
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	11,806.40	208,197.93	694,054.00	485,856.07	30.0
	TOTAL FUND EXPENDITURES	115,789.50	756,953.88	2,554,310.00	1,797,356.12	29.6
	NET REVENUE OVER EXPENDITURES	48,243.79	(102,144.11)	(1,019,842.00)	(917,697.89)	(10.0)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2026

LIBRARY TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>BUILDING PERMITS</u>					
255-02-3372	LIBRARY IMPACT FEES	5,250.00	7,000.00	9,500.00	2,500.00	73.7
	TOTAL BUILDING PERMITS	5,250.00	7,000.00	9,500.00	2,500.00	73.7
	<u>MISCELLANEOUS REVENUE</u>					
255-08-3355	INVESTMENT EARNINGS - LIBRARY	1,617.16	7,907.27	.00	(7,907.27)	.0
	TOTAL MISCELLANEOUS REVENUE	1,617.16	7,907.27	.00	(7,907.27)	.0
	TOTAL FUND REVENUE	6,867.16	14,907.27	9,500.00	(5,407.27)	156.9
	NET REVENUE OVER EXPENDITURES	6,867.16	14,907.27	9,500.00	(5,407.27)	156.9

Board of Trustees Meeting

Date: July 28, 2026
Subject: Report of Expenses — May 2026

EXECUTIVE SUMMARY

Attached is the Report of Expenses for May 2026.

BACKGROUND / DISCUSSION

The Report of Expenses for May 2026 was generated on July 17, 2026, and reflects expenses incurred between May 1 and May 31, 2026, regardless of the fiscal period for which the expenses were recorded. The report is intended to present a summary of operational activity for the month.

CONNECTION WITH ADOPTED MASTER PLANS

Ensure Strong Town Operations: Communicate strategically to community audiences

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Review and retain report.

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. Report of Expenses — May 2026

Report Criteria:

Journal Code.Journal code = "CD","cdc","cda"

Transaction.Amount >0

Check Number	Payee or Description	Date	Amount
1	Paysafe Merchant Card - Amilia Recreation Refunds	05/19/2026	260.00
3	CD - NSF Check - 101203	05/31/2026	450.00
73773	4Rivers Equipment	05/07/2026	71.68
73774	AIRGAS USA, LLC	05/07/2026	123.32
73775	AMAZON	05/07/2026	1,181.19
73776	BAKER TILLY ADVISORY GROUP, LP	05/07/2026	2,850.00
73777	BERRY, DUNN, MCNEIL & PARKER, LLC	05/07/2026	5,716.00
73778	BUFFALO CREEK SUBDIVISION AT WELLINGTON	05/07/2026	184.33
73779	BUSINESS CARD FACTORY OF COLORADO	05/07/2026	289.69
73780	CINTAS	05/07/2026	360.07
73781	COLORADO ANALYTICAL LABORATORY	05/07/2026	2,823.00
73782	COMCAST	05/07/2026	3,212.44
73783	CORE & MAIN LP	05/07/2026	1,186.11
73784	DAN'S SMALL ENGINE	05/07/2026	137.96
73785	E-Z POUR READY MIX	05/07/2026	1,777.50
73786	FIRST ADVANTAGE LNS OCC. HEALTH SOLUTION	05/07/2026	80.85
73787	FUZION FIELD SERVICES LLC	05/07/2026	2,550.00
73788	GENERAL AIR SERVICE AND SUPPLY	05/07/2026	115.10
73789	GOVCONNECTION, INC.	05/07/2026	4,548.55
73790	HERITAGE LANDSCAPE SUPPLY GROUP, INC	05/07/2026	200.14
73791	VISTABEAM INTERNET	05/07/2026	129.90
73792	LOVELAND BARRICADE, LLC	05/07/2026	1,104.47
73793	LOVELAND STEAM LAUNDRY	05/07/2026	64.03
73794	LYONS GADDIS, PC	05/07/2026	134.00
73795	McDonald Farms Enterprises	05/07/2026	2,496.00
73796	NOCO HUMANE	05/07/2026	3,582.17
73797	NORTHERN COLORADO SPORTS OFFICIALS	05/07/2026	625.00
73798	NORTHWEST PARKWAY	05/07/2026	48.85
73799	O'REILLY AUTO PARTS	05/07/2026	415.16
73800	PLOWOPS, INC.	05/07/2026	222.00
73801	POLAR GAS INC	05/07/2026	2,196.84
73802	POLYDYNE INC.	05/07/2026	8,050.00
73803	PRIME CONTROLS, LP	05/07/2026	2,160.00
73804	SAGE DISPOSAL, LLC	05/07/2026	945.45
73805	TOWN OF WELLINGTON	05/07/2026	900.00
73806	TRIVENT SAFETY CONSULTING, LLC	05/07/2026	6,010.00
73807	UNCC	05/07/2026	364.70
73808	UNITED MAILING	05/07/2026	3,066.97
73809	UNIVAR SOLUTIONS	05/07/2026	9,235.50
73810	WELLINGTON CO MAIN STREET PROGRAM	05/07/2026	903.00
73811	Williams Scotsman, INC	05/07/2026	1,684.07
73812	XCEL ENERGY	05/07/2026	3,761.78
73813	ROSS LAGENESSE	05/14/2026	185.00
73814	AMAZON	05/14/2026	861.32
73815	BELL,BOGE & ASSOCIATES,P.C.	05/14/2026	938.40
73816	CINTAS	05/14/2026	7.53
73817	CivicPlus	05/14/2026	6,896.44
73818	CLARK & ENERSEN, INC	05/14/2026	3,315.00
73819	COLORADO ANALYTICAL LABORATORY	05/14/2026	339.00
73820	Employers Council	05/14/2026	416.00
73821	ENGINEERING INC.DBA SANBELL- ROCKY MOUNT	05/14/2026	4,603.58
73822	F&C Door Check & Lock	05/14/2026	33.00
73823	Fort Orange Press, Inc.	05/14/2026	20,224.76
73824	GFOA	05/14/2026	500.00
73825	HARVEST VILLAGE HOA	05/14/2026	86.00

Check Number	Payee or Description	Date	Amount
73826	HERITAGE LANDSCAPE SUPPLY GROUP, INC	05/14/2026	40.26
73827	L.C. SALES TAX ADMINISTRATOR	05/14/2026	4,134.27
73828	LOVELAND STEAM LAUNDRY	05/14/2026	89.32
73829	MAC EQUIPMENT, INC	05/14/2026	6,068.91
73830	McDonald Farms Enterprises	05/14/2026	2,948.00
73831	NORTHERN COLORADO SPORTS OFFICIALS	05/14/2026	455.00
73832	O'REILLY AUTO PARTS	05/14/2026	602.05
73833	PERFECT PITCH BATTING CAGE REPAIRS LLC	05/14/2026	3,500.00
73834	PITNEY BOWES BANK INC PURCHASE POWER	05/14/2026	91.29
73835	POLAR GAS INC	05/14/2026	1,293.35
73836	POUDRE VALLEY CO-OP	05/14/2026	625.99
73837	SAFEBUILT LLC	05/14/2026	9,614.62
73838	SOPER PEST CONTROL	05/14/2026	4,900.00
73839	TDS	05/14/2026	366.85
73840	BARTLETT TREE EXPERTS	05/14/2026	1,175.00
73841	TOWN OF WELLINGTON	05/14/2026	4,344.03
73842	TOWN OF WELLINGTON	05/14/2026	900.00
73843	WHITE CAP CONST. SUPPLY	05/14/2026	266.24
73844	XEROX IT SOLUTIONS, INC	05/14/2026	1,465.05
73845	ABLAW LAW LLC	05/20/2026	1,500.00
73846	ALL COPY PRODUCTS, INC.	05/20/2026	1,459.59
73847	AMAZON	05/20/2026	381.65
73848	AMERICAN WATER WORKS ASSOCIATION	05/20/2026	629.00
73849	BUSINESS CARD FACTORY OF COLORADO	05/20/2026	237.99
73850	CHEMTRADE CHEMICALS US LLC	05/20/2026	9,545.58
73851	COLORADO ANALYTICAL LABORATORY	05/20/2026	54.00
73852	E-470	05/20/2026	73.90
73853	F&C Door Check & Lock	05/20/2026	18.00
73854	GENERAL AIR SERVICE AND SUPPLY	05/20/2026	438.35
73855	GENUINE PARTS COMPANY	05/20/2026	70.81
73856	HOLLAND & HART	05/20/2026	10,565.00
73857	J-U-B ENGINEERS	05/20/2026	3,723.00
73858	McDonald Farms Enterprises	05/20/2026	737.00
73859	MOSES, WITTEMYER, HARRISON & WOODRUFF	05/20/2026	335.00
73860	NORTHERN COLORADO LANDSCAPES	05/20/2026	365.00
73861	NORTHERN COLORADO SPORTS OFFICIALS	05/20/2026	855.00
73862	O'REILLY AUTO PARTS	05/20/2026	430.49
73863	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	05/20/2026	3,186.91
73864	WELD CNTY DEPT PUBLIC HEALTH ENVIRONMENT	05/20/2026	250.00
73865	WESTWATER RESEARCH LLC	05/20/2026	1,785.00
73866	JENNIFER JONES	05/20/2026	296.54
73867	BERGERUD, CORY	05/28/2026	286.20
73868	Danny/Rebecca Dunbar	05/28/2026	259.94
73869	EDWARD/ CHRISTI BECKMANN	05/28/2026	200.12
73870	EMDE, JANELLE	05/28/2026	320.85
73871	KIERNAN, JULIE	05/28/2026	99.20
73872	MURRAY, MARGARET	05/28/2026	182.77
73873	NATHAN SCHMIDT	05/28/2026	365.00
73874	PHILLIP DYNASTY TRUST	05/28/2026	114.02
73875	POUDRE SCHOOL DISTRICT	05/28/2026	250.00
73876	A.R.C. INCORPORATED	05/28/2026	1,991.76
73877	AE2S	05/28/2026	7,067.00
73878	AMAZON	05/28/2026	1,681.43
73879	AMERICAN WATER WORKS ASSOCIATION	05/28/2026	93.00
73880	BAKER TILLY ADVISORY GROUP, LP	05/28/2026	1,192.50
73881	BERRY, DUNN, MCNEIL & PARKER, LLC	05/28/2026	7,464.00
73882	BLACK'S GLASS	05/28/2026	590.27
73883	CITIES DIGITAL INC.	05/28/2026	1,184.88

Check Number	Payee or Description	Date	Amount
73884	CLARK & ENERSEN, INC	05/28/2026	20,820.00
73885	COLORADO ANALYTICAL LABORATORY	05/28/2026	1,814.00
73886	CRAFTED SIMPLY INC	05/28/2026	35.58
73887	Dumpster Diverz LLC	05/28/2026	375.00
73888	EWING IRRIGATION PRODUCTS INC	05/28/2026	28.50
73889	FELSBURG HOLT & ULLEVIG INC	05/28/2026	27,018.17
73890	KELLAR ENGINEERING LLC	05/28/2026	510.00
73891	LOVELAND STEAM LAUNDRY	05/28/2026	22.99
73892	McDonald Farms Enterprises	05/28/2026	734.00
73893	NORTHERN COLORADO LANDSCAPES	05/28/2026	125.00
73894	NORTHERN COLORADO SPORTS OFFICIALS	05/28/2026	60.00
73895	PITNEY BOWES BANK INC PURCHASE POWER	05/28/2026	541.99
73896	POLAR GAS INC	05/28/2026	2,558.17
73897	POUDRE RIVER PUBLIC LIBRARY DISTRICT	05/28/2026	142.90
73898	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	05/28/2026	1,342.14
73899	SMART DOCUMENT MANAGEMENT, LLC	05/28/2026	25.00
73900	TROPHY CREATIVE LLC	05/28/2026	316.96
73901	WHITE CAP CONST. SUPPLY	05/28/2026	61.39
5005780	COMCAST HOLDING CORPORATION	05/08/2026	194.85
5005784	XCEL ENERGY	05/08/2026	3,208.57
5005785	XCEL ENERGY	05/08/2026	71.61
5005786	XCEL ENERGY	05/08/2026	860.76
5005787	XCEL ENERGY	05/08/2026	6,356.31
5005788	XCEL ENERGY	05/08/2026	2,603.81
5005789	XCEL ENERGY	05/08/2026	7,988.50
5005790	XCEL ENERGY	05/08/2026	4,895.95
5005791	AMERICAN HERITAGE LIFE INSURANCE COMPANY	05/08/2026	170.56
5005794	STANDARD INSURANCE COMPANY	05/01/2026	1,854.28
5005795	AMILIA TECHNOLOGIES USA INC.	05/04/2026	642.70
5005796	Jive Communications Inc	05/04/2026	730.90
5005797	SPACE EXPLORATION TECHNOLOGIES CORP	05/04/2026	65.00
5005798	XCEL ENERGY	05/19/2026	15.47
5005799	XCEL ENERGY	05/19/2026	13.32
5005800	XCEL ENERGY	05/19/2026	1,070.58
5005801	XCEL ENERGY	05/19/2026	12,859.28
5005802	XCEL ENERGY	05/19/2026	1,322.18
5005803	MISSION SQUARE	05/12/2026	22,161.30
5005804	PATH POINT MERCHANT SERVICES LLC	05/05/2026	3,940.34
5005805	PINNACOL ASSURANCE	05/25/2026	7,914.00
5005806	POUDRE VALLEY REA	05/12/2026	10,946.11
5005807	VERIZON CONNECT FLEET USA LLC	05/25/2026	644.30
5005808	XPRESS SOLUTIONS INC	05/05/2026	3,382.96
5005809	FIRST NATIONAL BANK OMAHA - Pcard	05/25/2026	30,644.37
5005810	Black Hills Energy	05/26/2026	3,621.87
5005811	COLORADO EDUCATIONAL BENEFIT TRUST	05/18/2026	88,073.48
5005813	VERIZON WIRELESS	05/26/2026	2,422.17
5005814	WEX BANK	05/18/2026	5,340.17
5005815	T-MOBILE	05/19/2026	260.10
Grand Totals:			498,592.42



Board of Trustees Meeting

Date: July 28, 2026

Subject: Wellington Colorado Main Street Program: 2026 Mid-Year Report

EXECUTIVE SUMMARY

This memo accompanies the Wellington Colorado Main Street Program's (WCMSPP) 2026 Mid-Year Report Presentation. It provides a summary of key initiatives, accomplishments, and community impact achieved during the first half of 2026, while highlighting the program's continued progress toward its strategic priorities and work plan.

As part of our continued commitment to transparency, communication, and collaboration, these regular reports are intended to keep the Board of Trustees informed, demonstrate alignment with Town strategic priorities, and showcase tangible outcomes that support downtown vitality, economic resilience, and community connection.

BACKGROUND / DISCUSSION

The first half of 2026 has been focused on strengthening downtown Wellington through business support, community engagement, strategic partnerships, and placemaking initiatives. While the Cleveland Ave Construction Project will create challenges for downtown businesses, it has also provided an opportunity to strengthen collaboration and invest in long-term strategies that support a vibrant and resilient downtown district.

Supporting Downtown Businesses

Supporting our downtown businesses has remained a top priority throughout the first half of the year. The program hosted monthly Business Support Meetings to provide construction updates, gather feedback, and connect business owners with Town staff and project partners. Construction mitigation efforts have included enhanced business communications, expansion of the Sign & Awning Grant Program, implementation of the Cleveland Ave Construction Gift Card Program, and development of temporary wayfinding signage to help direct customers to downtown businesses.

Downtown also welcomed two new businesses, Studio 1901 and The Dragon & Cone, reflecting continued investment and confidence in Wellington's downtown district despite economic hardships and upcoming construction.

Creating Vibrant Places

The Main Street Program continues to invest in projects that enhance community pride and create memorable downtown experiences. Highlights include the launch of the first Sound of Wellington community piano, continuation of the annual downtown color program with sponsorship from 12 local businesses, and programming designed to encourage residents and visitors to explore and enjoy downtown.

Community events, including the Main Street Market, 4th of July Celebration, Mingle on Main, Art Crawls, Downtown Business BINGO, and the Cleveland Ave Construction Scavenger Hunt have brought thousands of residents and visitors downtown to support local businesses.

Strategic Partnerships & Community Investment

Strong partnerships continue to be one of the program's greatest strengths. Collaboration with the Town of Wellington, Wellington Area Chamber of Commerce, local businesses, sponsors, volunteers, and community organizations has allowed the program to leverage resources and maximize community impact.



A joint strategic planning meeting between the Main Street Program and the Wellington Area Chamber of Commerce, facilitated by Melissa Antol with Coreflections, strengthened connection between the two organizations and established a framework for continued collaboration on community and economic development initiatives.

Leveraging State Investment

As an Exceptional Level Colorado Main Street community, Wellington continues to maximize the resources available through the Colorado Main Street Program. During the first half of 2026, DOLA funding supported several strategic initiatives, including development of a comprehensive communications plan with Slate Communications, facilitation of the joint meeting with the Chamber, and production of the Cleveland Ave 3D Rendering video to educate and inform the public about the downtown improvement project.

To date, participation in the Colorado Main Street Program has brought approximately \$180,000 in direct investment and technical assistance to the Wellington community.

Mid-Year Program Impact

Through the first two quarters of 2026, the Program has achieved the following outcomes:

- 1,783 volunteer hours contributed
- Approximately \$17,000 raised through sponsorships and fundraising
- 13 of 15 strategic partnerships actively engaged
- More than 8,000 community members reached through events and programs
- 2 new downtown businesses opened
- Approximately \$8,500 in downtown gift cards purchased and distributed to support local businesses
- 2026 Main Street America Accreditation maintained

Looking Ahead

During the second half of 2026, the Main Street Program will continue supporting businesses throughout the Cleveland Ave Construction Project while advancing several strategic initiatives, including implementation of the new communications and branding strategy, launch of an updated website, expansion of the Volunteer Engagement Program, additional public art and beautification projects, historic storytelling initiatives, seasonal events, and continued efforts to strengthen Wellington's downtown as the community's front porch.

Why It Matters

Every initiative undertaken during the first half of 2026 advanced the Main Street Program's transformation strategies: Wellington's Front Porch, Keep Cleveland Happening, and Shoulder to Shoulder. Collectively, our efforts helped to strengthen downtown businesses, create vibrant public spaces, foster community connections, and leverage partnerships and outside funding. Through collaboration, thoughtful investment, and community engagement, the program continues to enhance Wellington's economic vitality and create a downtown that serves as the community's gathering place.

These accomplishments would not have been possible without the continued partnership and support of the Board of Trustees, Town staff, the Main Street Board of Directors, volunteers, sponsors, community partners, and our downtown businesses. Together, we are building a stronger, more resilient downtown that will benefit residents, businesses, and visitors for years to come.

CONNECTION WITH ADOPTED MASTER PLANS



The projects and initiatives of the WCMSP continue to support key goals outlined in the Town of Wellington Comprehensive Plan and the Town's Strategic Plan, particularly those related to economic development, community identity, downtown vitality, and resident engagement.

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Review and retain report.

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. 2026 WCMSP Mid-Year Report Presentation



MAIN STREET PROGRAM
WELLINGTON, CO • EST. 2014

2026 Mid-Year Report

Board of Trustees Meeting

July 28, 2026

Presented by: Caitlin Morris



Mid-Year Highlights

- 2 new downtown businesses opened: Studio 1901 and The Dragon & Cone
- Main Street Market SNAP/EBT Approval
- 140 gift cards distributed during the 4th of July celebration
- Approximately \$8,500 in gift cards purchased and awarded to date
- 1,783 volunteer hours contributed between Q1 and Q2!
- Sound of Wellington community piano launched
- Cleveland Ave construction support initiatives underway
- 2026 Main Street America Accreditation



Supporting Downtown Businesses

- Monthly Business Support Meetings:
 - February 19 – Soul Squared Brewing Co. (food from Sol de Jalisco)
 - March 18 – Owl Canyon Coffee
 - April 15 – Old Colorado Brewing Co.
 - May 20 – T Bar
 - June 17 – Wellington Manor (food from Pizza Palace)
- Increased communication and construction updates
- Shop Local Gift Card Program
- Construction mitigation signage
(Temporary expansion of Sign & Awning Grant)
- Events like Main Street Market and 4th of July

Cleveland Avenue Construction
— support series —
Downtown Strong.
Together.

FOOD PROVIDED BY
Pizza Palace
ICE CREAM & SUBS

CONSTRUCTION ZONE

DOWNTOWN WELLINGTON
CONSTRUCTION IS STARTING!

Local businesses, property owners, and stakeholders are invited to hear project updates, learn about available support resources, and connect with Town staff, the Wellington Main Street Program, and fellow businesses before construction begins.

Topics include:

- Construction timeline & what to expect
- Sign & Awning Grant Program
- Promotional opportunities
- Small Business resources
- Networking & Q&A

WELLINGTON MANOR

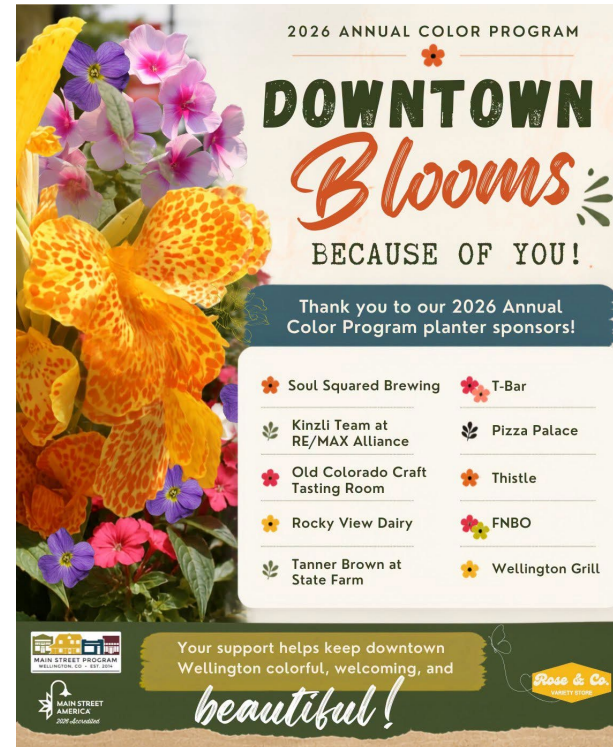
JUNE 17
5:30 PM - 7:30 PM
AT THE WELLINGTON MANOR

TOWN OF WELLINGTON
WELLINGTON AREA CHAMBER OF COMMERCE

Creating Vibrant Places

- Launched first Sound of Wellington community piano
- Annual Color Program
 - Plants provided by Rose & Co.
 - Sponsored by 12 local businesses

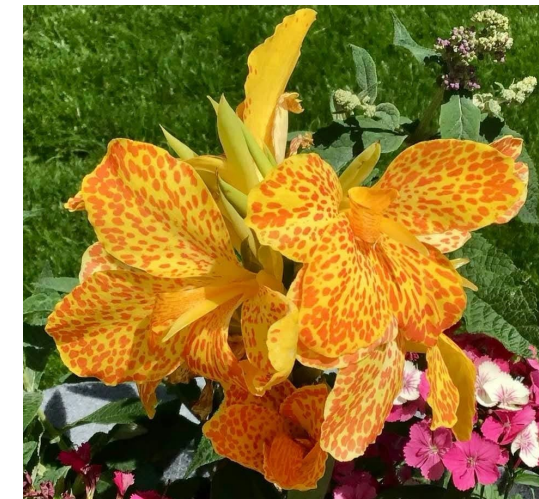
WELLINGTON MAIN STREET



**Molly Box
McCarty**

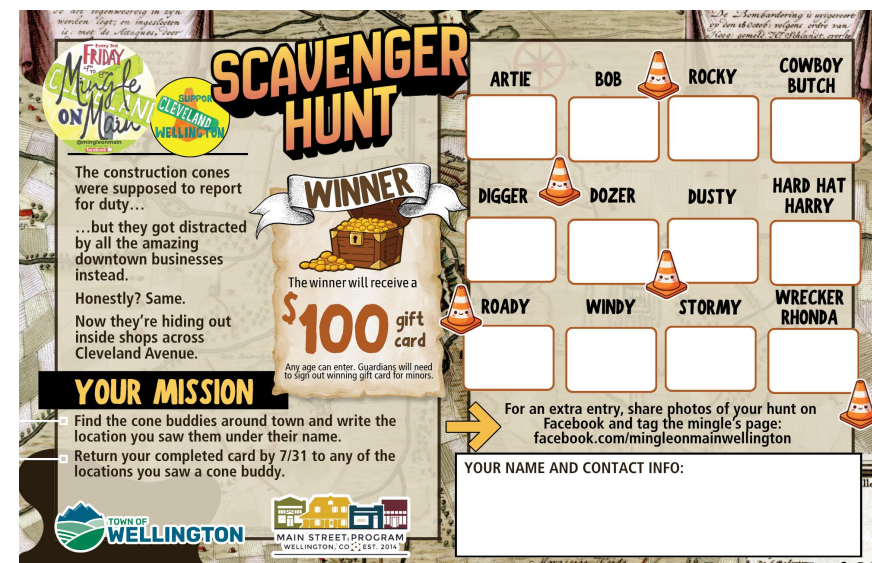


Molly Box (McCarty) is an award winning artist and graphic designer whose passion for wildlife, fly-fishing, and the great outdoors can easily be seen through her work. Molly is best-known for her signature mixed media drawings and oil paintings of North American wildlife and fish/fly-fishing themed work.



Marketing & Communications

- Expanded social media reach by launching YouTube channel and TikTok account
- Created seasonal downtown business BINGO (winner receives \$100 gift card)
- Cleveland Ave Construction Scavenger Hunt (winner receives \$100 gift card)
- Collaboration with Mingle on Main and monthly art crawls



Strategic Partnerships & Collaboration

- Town of Wellington:
 - Implementation of Resolution No. 06-2026 Authorizing Cleveland Ave Construction Business Support Fund Distribution
 - Creation of Cleveland Ave Construction Gift Card Program
- Wellington Area Chamber of Commerce:
 - Joint meeting held on June 15 from 3:30-6:30 pm at the Leeper Center
 - The purpose of this meeting was to learn about the priorities and activities of each organization, identify opportunities to better align efforts, coordinate communications, and how we can use our respective strengths to achieve greater impact in our community.



Leveraging State Investment

- Benefits of being a Colorado Main Street Program:
 - Scholarship Funding - \$15,000 for 5 years (2025-2030)
 - Mini-Grant Funding - \$65,000 for 5 years (2025-2030)
- Direct Community Investment:
 - Cleveland Ave 3D Rendering (Ayres & Associates) - \$14,700
 - Program Communications Plan (Slate Communications) - \$3,500
 - Chamber of Commerce Joint Meeting Facilitation (Melissa Antol) - \$4,500
- Total program investment to date: approximately \$180,000



2026 Q1-Q2 Program Impact



1,783 Volunteer Hours Contributed



~\$17,000 Fundraised



13 out of 15 Partnerships & Collaborations engaged



8,000+ Community Members Engaged



0 Properties Sold/Leased



2 New Businesses (Studio 1901, Dragon & Cone)



~ \$8,500 Downtown Gift Cards Purchased

What's Ahead (Q3 and Q4)

WELLINGTON MAIN STREET

Cleveland Ave.
Construction &
mitigation efforts

Expansion of Sign
& Awning Grant
Program

DOLA site visit
(date TBC)

Branding refresh
with Slate
Communications

Launch updated
website

Volunteer
Engagement
Program

Historic
storytelling series
with WMHS

Continuation of
Shop Local
Campaign

New mural

Light pole signs

Historic building
signs

Annual Dinner

Trick or Treat
Down Main Street

Shop Small
Saturday

Wellington Lights
events



THANK YOU!

Visit our website: www.wellingtonmainstreetco.com

Follow us on Facebook and Instagram
(@wellingtonmainstreet)

Contact Us:
wellingtonmainstreetco@gmail.com
(970)657-3486