



BOARD OF TRUSTEES
January 23, 2024
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

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

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

Please click the link below to join the webinar:

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

Passcode: 726078

Or One tap mobile :

US: +17207072699,,84871162393# or +17193594580,,84871162393#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 720 707 2699 or +1 719 359 4580 or +1 669 444 9171 or +1 253 205 0468 or +1 253 215 8782 or
+1 346 248 7799 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931
3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1
360 209 5623

Webinar ID: 848 7116 2393

A. CALL TO ORDER

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

B. COMMUNITY PARTICIPATION

1. Public Comment

C. LIQUOR LICENSE AUTHORITY BOARD

1. New License Application & Public Hearing: Family Dollar - Retail Fermented Malt Beverage and Wine (City) License
 - Presentation: Ethan Muhs, Town Clerk

D. CONSENT AGENDA

1. January 9, 2024 Regular Meeting Minutes
 - Presentation: Ethan Muhs, Town Clerk
2. Resolution No. 05-2024: A Resolution of the Town of Wellington Making An Appointment to the Wellington Housing Authority
 - Presentation: Ethan Muhs, Town Clerk
3. Resolution No. 09-2024 CIP Fleet Vehicle Purchase Approval
 - Presentation by: Bob Gowing, Public Works Director

E. ACTION ITEMS

1. Resolution No. 07-2024: Approving an Intergovernmental Agreement Between the Town of Wellington, the Town of Berthoud and the Town of Timnath Concerning a Joint Agreement for Animal Control Services with NOCO Humane
 - Presentation: Cody Bird, Director of Planning
 - Guests: Judy Calhoun and Rigo Neira, NOCO Humane
2. Resolution No. 08-2024: Approving a Joint Agreement for Animal Control Services with NOCO Humane
 - Presentation: Cody Bird, Director of Planning
 - Guests: Judy Calhoun and Rigo Neira, NOCO Humane
3. Continued - Ordinance No. 02-2024: Approving Sage Farms Annexation and Village at Sage Farms Annexation; Establishing Zoning as Planned Unit Development (PUD); Approving Annexation Agreements; and Establishing Vested Development Rights
 - Presentation: Cody Bird, Director of Planning
4. Resolution No. 06-2024: A Resolution Amending the Town Administrator Contract
 - Presentation: Stephanie Anderson, Human Resources Director
5. Ordinance No. 03-2024: An Ordinance of the Town of Wellington, Colorado Recodifying Municipal Code Chapter 6 Concerning Business Licensing
 - Presentation: Dan Sapienza, Town Attorney; & Patti Garcia, Town Administrator

F. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. 2023 Building Activity Summary
 - b. Monthly Utility Report through December 2023
 - c. Larimer County Sheriff's Office Report (December 2023)
 - d. Treasurer's Report (November 2023)
4. Board Reports

G. EXECUTIVE SESSION

1. Executive Session: For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to Section 24-6-402(4)(e), C.R.S. – regarding negotiations related to matters with the North Poudre Irrigation Company. As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the executive session proceedings will be electronically recorded and the record will be preserved for 90 days through April 22, 2024.

H. 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: January 23, 2024
Subject: New License Application & Public Hearing: Family Dollar - Retail Fermented Malt Beverage and Wine (City) License

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

BACKGROUND / DISCUSSION

Family Dollar Store #29016 has submitted an application for a new Retail Fermented Malt Beverage and Wine (City) License. The Town accepted this application as complete on December 13, 2023, and scheduled and noticed a public hearing for this application in accordance with the requirements of C.R.S. 44-3-311.

C.R.S. 44-3-301.(2)(a) states:

"Before granting any license, all licensing authorities shall consider, except where this article 3 and article 4 of this title 44 specifically provide otherwise, the reasonable requirements of the neighborhood, the desires of the adult inhabitants as evidenced by petitions, remonstrances, or otherwise, and all other reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority. With respect to a second or additional license described in section 44-3-401 (1)(j) to (1)(t), (1)(v), or (1)(w) or 44-3-412 (1) or in a financial institution referred to in section 44-3-308 (4) for the same licensee, all licensing authorities shall consider the effect on competition of the granting or disapproving of additional licenses to such licensee and shall not approve an application for a second or additional license that would have the effect of restraining competition."

C.R.S. 44-3-103.(19) further states:

"Good cause", for the purpose of refusing or denying a ... initial license issuance, means:

- (a) The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of this article 3 or any rules promulgated pursuant to this article 3;
- (b) The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license in prior disciplinary proceedings or arose in the context of potential disciplinary proceedings;
- (c) In the case of a new license, the applicant has not established the reasonable requirements of the neighborhood or the desires of its adult inhabitants as provided in section 44-3-301 (2); or
- (d) Evidence that the licensed premises have been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, which evidence must include a continuing pattern of fights, violent activity, or disorderly conduct. For purposes of this subsection (19)(d), "disorderly conduct" has the meaning as provided for in section 18-9-106.

A review of the application found the establishment is in good standing with the Colorado Secretary of State, the establishment is current with sales tax, and the Colorado Bureau of Investigation reported no issues directly related to the establishment's liquor license applicants, verified by a review of the Colorado Department of Revenue's Master File for Family Dollar License applications. The applicant submitted documentation to establish the reasonable requirements of the neighborhood and the desires of the adult inhabitants, in accordance with Title 44, Articles 3-5.

STAFF RECOMMENDATION



Hold a public hearing on the Family Dollar License Application, and if necessary, continue the public hearing to a specified date.

Consider the following options upon the completion of the hearing:

1. Approve the Family Dollar Retail Fermented Malt Beverage and Wine (City) Liquor License Application
2. Approve the Family Dollar Retail Fermented Malt Beverage and Wine (City) Liquor License Application with Conditions as specified by the Liquor License Authority Board
3. Postpone consideration of the Family Dollar Retail Fermented Malt Beverage and Wine (City) Liquor License Application to a specified date.
4. Deny the Family Dollar Retail Fermented Malt Beverage and Wine (City) Liquor License Application for good cause as defined by C.R.S. 44-3-109.(19)

ATTACHMENTS

1. Public Hearing Procedures
2. FD Application Document_Redacted
3. FD Premises Diagram
4. Famil Dollar Store 29016 WELLINGTON JAN_2024
5. Hearing Letter 29016 (with flyer)
6. Colorado License Count

Public Hearing Procedures

Conflicts of Interest

Disclosure of *Ex Parte* Communications

Staff Introduction

Applicant Presentation (If any)

General Questions from Board/Commission

Open Public Hearing

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

Close Public Hearing

Applicant Rebuttal (if any)

Staff Closing Comments

Deliberation by the Board/Commission

Motion and Vote

Colorado Beer and Wine License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises,
and Fermented Malt Beverage and Wine Retailer.

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ <u>798.75</u> • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an ☐ Corporation ☐ Individual ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships) ☒ Limited Liability Company ☐ Association or Other			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation Family Dollar Stores of Colorado, LLC			FEIN
2a. Trade Name of Establishment (DBA) Family Dollar # 29016		State Sales Tax No. 	Business Telephone 757-321-5493
3. Address of Premises (specify exact location of premises) 8099 6th Ave			
City Wellington	County Larimer	State CO	ZIP Code 80549
4. Mailing Address (Number and Street) 500 Volvo Pkwy (8th Floor)		City or Town Chesapeake	State VA ZIP Code 23320
5. Email Address ab-licensing@dollartree.com OR rstein@decisions-consulting.com			Home Phone Number 757-991-5008
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA) N/A	Present State License No. N/A	Present Class of License N/A	Present Expiration Date N/A
Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage License Fees	
☐ Application Fee for New License \$1,100.00 ☒ Application Fee for New License - w/Concurrent Review \$1,200.00 ☐ Application Fee for Transfer \$1,100.00		☐ Retail Fermented Malt Beverage On-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage On-Premises (County) \$117.50 ☒ Retail Fermented Malt Beverage and Wine (City) \$96.25 ☐ Retail Fermented Malt Beverage and Wine (County) \$117.50 ☐ Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50 ☒ Master File Location Fee \$25.00 x <u>1</u> Total _____ ☐ Master File Background \$250.00 x _____ Total _____	
Questions? Visit SBG.Colorado.gov/Liquor for more information Do Not Write In This Space - For Department Of Revenue Use Only			
Liability Information			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

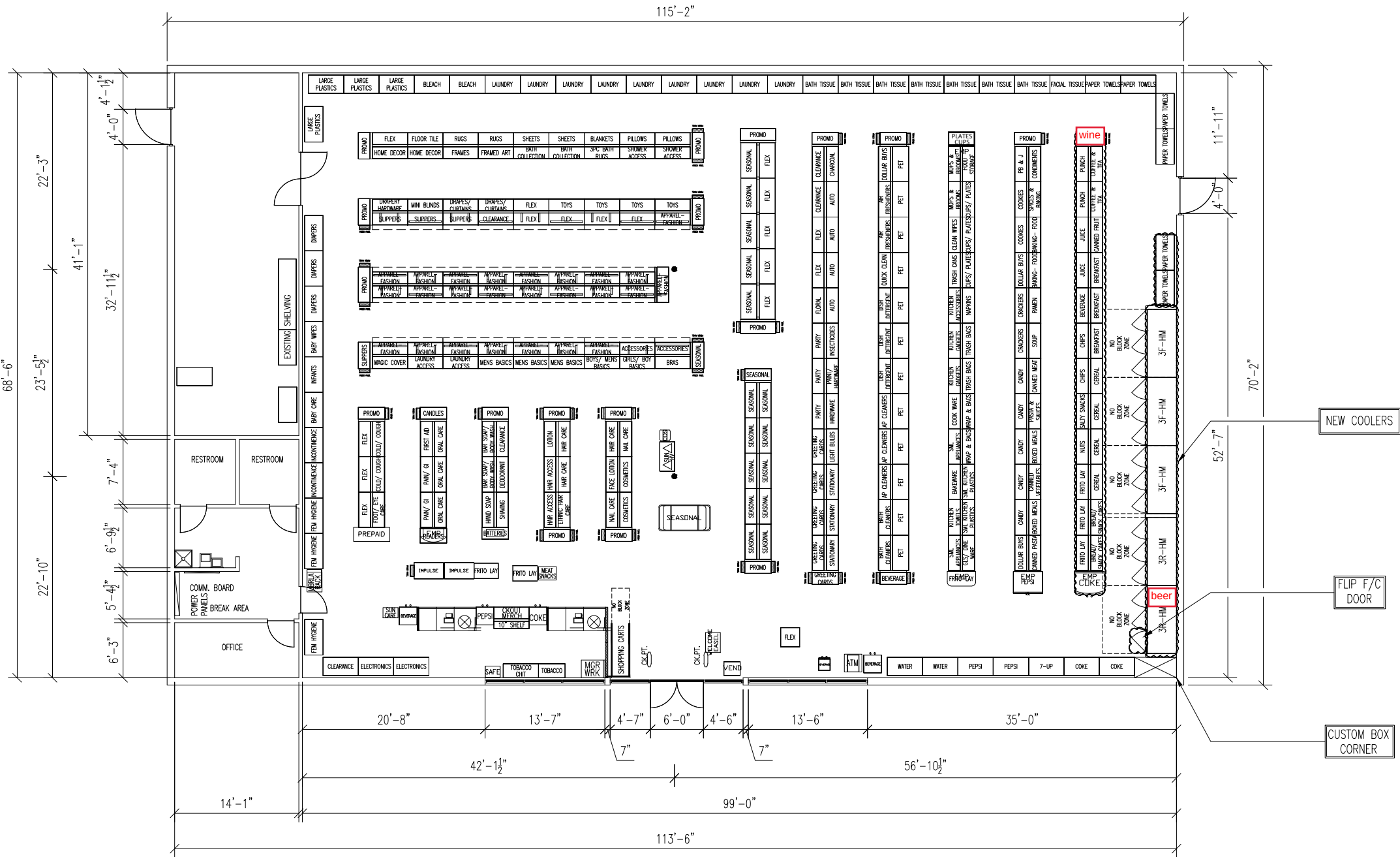
Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: [SBG.Colorado.gov/Liquor](https://sbg.colorado.gov/Liquor) for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	Applicant Information ☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☒ D. Submit originals to local authority ☒ E. Additional information required by the local licensing authority
II.	Diagram of the Premises ☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Bold/Outlined licensed premises
III.	Proof of Property Possession (One Year Needed) ☐ A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk ☒ B. Lease in the name of the applicant ONLY (matching question #2) ☐ C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease
IV.	Background Information (DR 8404-I) and Financial Documents ☐ A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: (844) 539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans.
V.	Sole Proprietor/Husband and Wife Partnership (if applicable) ☐ A. Form DR 4679 ☐ B. Copy of State Issued Driver's License or Identification Card for each Applicant
VI.	Corporate Applicant Information (If Applicable) ☐ A. Certificate of Incorporation ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership Applicant Information (If Applicable) ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company Applicant Information (If Applicable) ☒ A. Copy of Articles of Organization ☒ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☒ D. Certificate of Authorization if foreign LLC (out of state applicants only)

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes No ☐ ☒			
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): (a) been denied an alcohol beverage license? (b) had an alcohol beverage license suspended or revoked? (c) had interest in another entity that had an alcohol beverage license suspended or revoked?	☐ ☒ ☐ ☒ ☐ ☒			
If you answered yes to 8a, b or c, explain in detail on a separate sheet				
9. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	☐ ☒			
10. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.	☐ ☒			
11. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.	☐ ☒			
12. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 13. (a) The FMB On/Off is located in a county with a population of > 35,000. (b) The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500. Note - The population is determined from the recently available United States Census Bureau.	☐ ☒ ☐ ☐ ☐ ☐			
13. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	☒ ☐			
14. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:	☒ ☐			
Landlord DMV Ventures, LLC	Tenant Family Dollar Stores of Colorado, LLC			
Expires 9/30/59				
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 13.				
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
15. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
16. Name of Manager(s) for all on premises applicants.				
Last Name	First Name	Date of Birth		
N/A				
17. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
☐ ☐				

18. Tax Information.					Yes No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?					☐ ☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?					☐ ☒
19. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.					
Name Family Dollar, Inc.	Home Address, City & State 500 Volvo Pkwy, Chesapeake, VA	Date of Birth N/A	Position Stockholder	% Owned 100	
Name Peter Barnett	Home Address, City & State 	Date of Birth 11/20/62	Position President	% Owned 0	
Name Jonathan Elder		Date of Birth 07/14/1964	VP - Tax & Treasurer	% Owned 0	
Name Harry Spencer		Date of Birth 02/10/79	Position Asst. Sec.	% Owned 0	
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.					
Oath of Applicant					
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.					
Authorized Signature 	Printed Name and Title Harry Spencer, Assistant Secretary			Date 11/20/2023	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority		Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.			
Each person required to file DR 8404-I has been: ☐ Fingerprinted ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license. (Check One) ☐ Date of Inspection or Anticipated Date _____ ☐ Upon approval of state licensing authority ☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.					
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. Therefore, this application is approved.					
Local Licensing Authority for		Telephone Number	☐ Town, City ☐ County		
Signature	Printed Name	Title	Date		
Signature (attest)	Printed Name	Title	Date		



KNEE WALL @ 3'-4" A.F.F.
GLASS TO 7'-4" ABOVE KNEE WALL

GC REQUIRED TO MOVE GONDOLAS

F/C PROJECT NOTES:

- REPLACED EXISTING LINEUP WITH (2)3R-HM/(3)3F-HM.
- SHIFTED 8' OF PAPER TOWEL WALL GONDOLA TO ACCOMMODATE NEW LINEUP.
- SHIFTED INLINE GONDOLA TO ACCOMMODATE NEW NO BLOCK ZONE.
- ELECTRICAL RELOCATED/ADDED WHERE NEEDED.
- SEE REVISION CLOUDS ON PLANS.

HUSSMANN COOLERS ARE TO BE PLACED AGAINST THE WALL. NO ELECTRICAL ISSUES

STORE NUMBER	PROJECT NUMBER	LOCATION	FORMAT	START DATE	TOTAL INTERIOR SQ FT	SALES SQ FT	USABLE STOCK SQ FT	EXTERIOR SQ FT	AA HAIR CARE	AA	HISPANIC	CEILING HEIGHT	AGS	RISK CLASS	SECTION COUNT	DRAWN BY	PROJECT MANAGER	DATE	FAMILY DOLLAR 500 VOLVO PKWY CHESAPEAKE, VA 23320 CONFIDENTIAL - FAMILY DOLLAR USE ONLY	MERCHANDISE PLAN	REVISIONS	
FC PROJ 9016 29016	XXXXXX	WELLINGTON, CO	CR3	X/X/2021	7,775	6,782	556	8,081	VERY LOW	VERY LOW	VERY LOW	15'-6"	XXX	0	268 25 EC	R.BENTZ	N/A	3/16/2021	PLEASE CHECK THE PLANORAM KIT FOR ANY FLOW RECEIVED AFTER THE LATEST DATE ON THE LAYOUTS. THIS SHOULD BE APPLIED TO MERCHANDISE PLAN.	SENIOR PROJECT SUPERVISOR: ANY QUESTIONS CONCERNING FIXTURES AND/OR ADJACENCIES PLEASE EMAIL: PMISSUES@FAMILYDOLLAR.COM	DRAWN BY - DESCRIPTION - DATE	



January 5, 2024

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **Family Dollar Store #29016**
 8099 6TH Avenue
 Wellington, CO 80549

Applicant: Family Dollar Stores of Colorado, LLC
 Purpose: Application for a NEW Retail Fermented Malt Beverage and Wine Off-Premises License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Family Dollar Store #29016 being granted a NEW Retail Fermented Malt Beverage and Wine Off-Premises License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

The results were as follows:

IN FAVOR OF LICENSE "YES"		OPPOSED TO LICENSE "NO"		<u>TOTAL SIGNATURES</u>
96%	85	4%	4	89

Percentages in this report have been rounded to the nearest whole number.

SURVEY STATISTICS

	FAVOR "YES"		OPPOSE "NO"		TOTAL
Business Survey Results	100%	24	---	0	24
Residential Survey Results	94%	61	6%	4	65

	BUSINESS	RESIDENTIAL	TOTAL
No Response	12	185	197
Declined to Participate	4	8	12
Not Qualified to Sign	10	5	15
Disqualified	0	0	0
"No" Signatures	0	4	4
"Yes" Signatures	24	61	85
TOTAL CONTACTS & ATTEMPTS	50	263	313

SURVEY STATISTICS

>Number of Businesses and Residents Contacted: 313 Attempts – 197 No Response = 116
 >Business Survey Participation Rate: 24 Signatures/ 28 Qualified Contacts = 86%
 >Residential Survey Participation Rate: 65 Signatures/ 73 Qualified Contacts = 89%
 >Percentage of Residents Home During Survey: 78 Contacts/ 263 Attempts = 30%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
No Reason	4	Not Interested	6
Total	4	Too Busy	4
		Do Not Sign Any Petitions / Surveys	2
NOT QUALIFIED TO SIGN		Total	12
Owner / Manager Unavailable	11		
Non-Resident	3		
Under 21	1		
Total	15		

PETITION METHODOLOGY

- Survey Dates and Times:

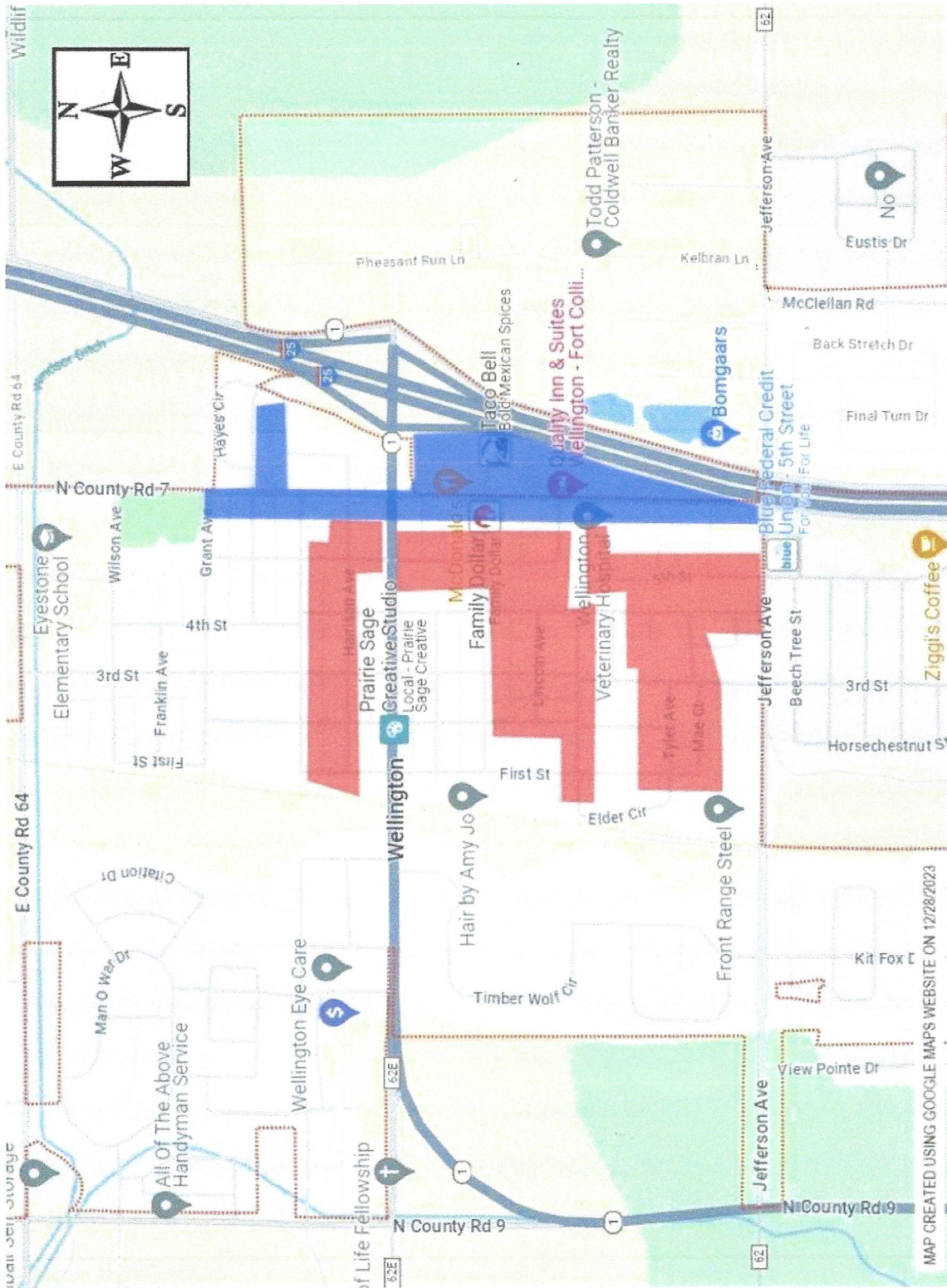
Business/Residential:	Saturday	December 30, 2023	9:00 am – 4:30 pm
Residential:	Sunday	December 31, 2023	11:00 am – 4:00 pm

- Survey Areas: All contacts and attempts were within the defined survey boundary area. Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. Please see the attached map.
- Circulators of the Survey: There was one circulator in this survey. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to be completely unbiased in their approach to residents and businesspeople. The circulator had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. After the survey, the circulator signed notarized affidavits of circulation. All packets were filed with the Wellington Town Clerk's office.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC



Family Dollar #29016
8099 6th Avenue
Wellington, CO 80549

**APPLICATION FOR A FERMENTED MALT BEVERAGE
AND WINE (CITY) OFF-PREMISES LICENSE**

SURVEY DATES:
DECEMBER 30 & 31, 2023

SURVEY RESULTS:

**BUSINESS
AREAS
COVERED
IN SURVEY**

**RESIDENTIAL
AREAS
COVERED
IN SURVEY**

MAP CREATED USING GOOGLE MAPS WEBSITE ON 12/28/2023

BUSINESS PETITION TO THE TOWN OF WELLINGTON LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Town Clerk's Office at: 970.657.7285.**

Applicant: Family Dollar Stores of Colorado, LLC
 d/b/a: **Family Dollar #29016**
 Address: 8099 6TH Avenue, Wellington, CO 80549
 Application for a **NEW Fermented Malt Beverage and Wine Off-Premises License**

A **Public Hearing** on this matter will be held by the Town of Wellington Board of Trustees as the local Licensing Authority, on **Tuesday, January 23rd, 2024, at 6:30 pm** at Wilson Leeper Center
 3800 Wilson Avenue, Wellington, CO 80549

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures.

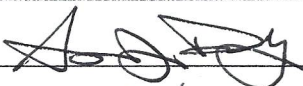
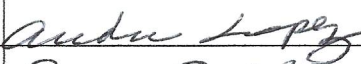
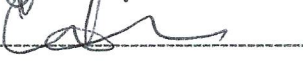
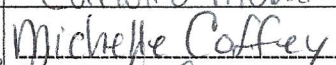
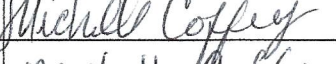
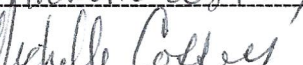
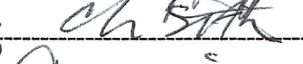
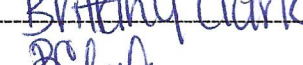
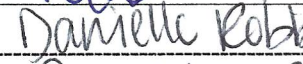
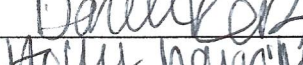
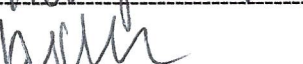
PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT**, this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

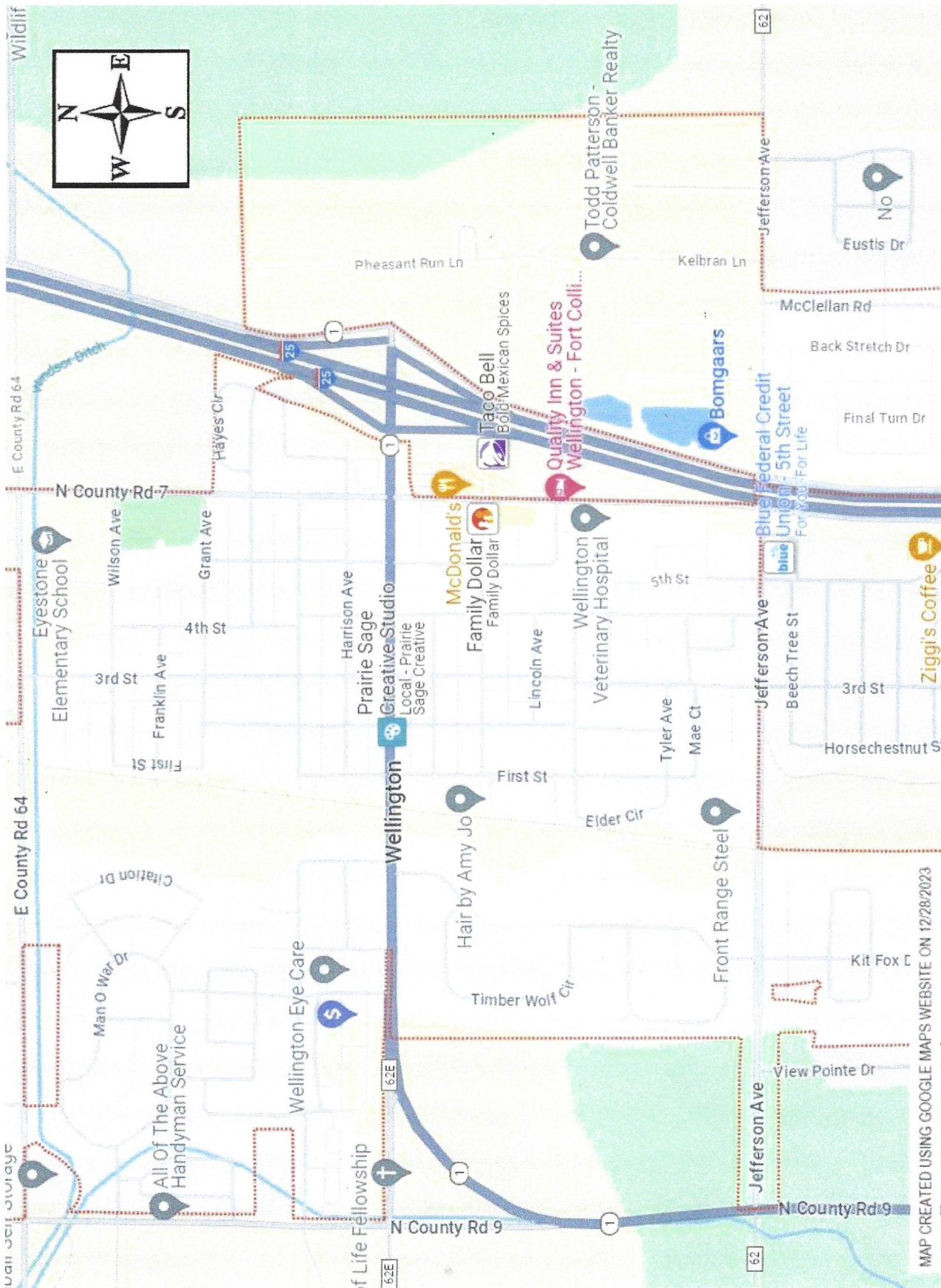
Today's Date w/Year	Printed Name Signature	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
12/30/23	Diana Lopez	McDonald's	29	X		Owner <u>Manager</u>
	Diana Lopez	8120 6th Street				
12/30/23	Laura Gomez	Taco Bell	22	✓		Owner <u>Manager</u>
	Laura Gomez	3050 4 th St				
12/30/23	Triston Bayne	8150A 6 th Street	25	✓		Owner <u>Manager</u>
	Triston Bayne	Kum 360				
12/30/23	HEIDEN, JAY	O'REILLY Auto Parts	56	✓		Owner <u>Manager</u>
	Jay Heiden	8155 6 th St				
12/30/23	Sara Webber	Human Bean	24	✓		Owner <u>Manager</u>
	Sara Webber	8121 4 th St				

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name Signature	Business Name Business Address	Age	In Favor of License	Opposed to License	Reason Circle Owner or Manager	
12-30-23	ANDY DUFFY 	BIG D'S 8214 6TH STREET WELLINGTON, 80549	52	✓		Owner <u>Manager</u>	1
12-30-23	Andrew Lopez 	Subway 6310 6th St #1	27	✓		Owner <u>Manager</u>	2
12/30/23	Bambi Buss 	Loop N Jog 8211 6th St	44	✓		Owner <u>Manager</u>	3
12/30/23	Christopher Miller 	Wellington Family Chiropractic 4012 Cleveland #2	48	✓		<u>Owner</u> Manager	4
12/30/23	Candis Moore 	Cartel drilling 4612 Cleveland #2	25	✓		Owner <u>Manager</u>	5
12/30/23	Michelle Coffey 	Beauty Renewed 3922 Cleveland Ave	52	✓		Owner <u>Manager</u>	6
12/30/23	Michelle Coffey 	The Manor 3922 Cleveland Ave	52	✓		Owner <u>Manager</u>	7
12/30/23	Carla Smith 	3803 Cleveland Ave Avenida Bob's T Bar INN	55	✓		<u>Owner</u> Manager	8
12/30/23	Elaine Ringland 	3745 Cleveland Ave Owl Canyon Coffee	66	✓		<u>Owner</u> Manager	9
12/30/23	Brittany Clark 	Wellington Emil 3724 Cleveland Ave	36	✓		Owner <u>Manager</u>	10
12/30/23	Danielle Robians 	Nail Gem Studio 3734 Cleveland Ave	24	✓		Owner <u>Manager</u>	11
12/30/23	Holly Harrington 	Rose & Co 3734 Cleveland Ave	25	✓		<u>Owner</u> Manager	12
12/30/23	Kelly Carroll 	PET EXPRESS 3734 Cleveland Ave	53	✓		<u>Owner</u> Manager	13
12/30/23	Cristian Rodriguez 	501 De Jalisco 3750 Cleveland Ave	26	✓		<u>Owner</u> Manager	14
12/30/23	R. TRUJILLO 	Pizza Palace 3810 Cleveland	71	✓		<u>Owner</u> Manager	15

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name <i>Signature</i>	Business Name Business Address	Age	In Favor of License	Opposed to License	Reason Circle Owner or Manager
12-30-23	Kimberly Lanham <i>Kimberly Lanham</i>	Taco Johns 7910 6th St.	27	✓		Owner <u>Manager</u>
12-30-23	Julia Big Crow <i>Julia BC</i>	Quality Inn 7860 6th St	31	✓		Owner <u>Manager</u>
12/30/23	<i>Cheryl W</i> Cheyenne Braxton	7837 6th St. Wellington Vet. Hosp	25	✓		Owner <u>Manager</u>
12/30/23	Abby Saunders <i>AL S</i>	Dominos 7670 E 5th	24	✓		Owner <u>Manager</u>
						Owner Manager
						Owner Manager
						Owner Manager
						Owner Manager
						Owner Manager
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						Owner Manager
						Owner Manager
						Owner Manager
						Owner Manager
						Owner Manager
						Owner Manager



APPLICATION FOR A FERMENTED MALT BEVERAGE AND WINE (CITY) OFF-PREMISES LICENSE



Family Dollar #29016
8099 6th Avenue
Wellington, CO 80549

MAP CREATED USING GOOGLE MAPS WEBSITE ON 12/28/2023

~ AFFIDAVIT OF CIRCULATION ~

I, Janice J. Hamann, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

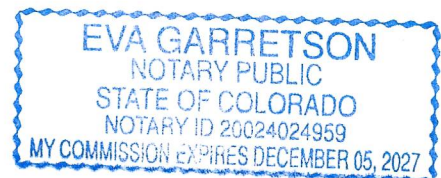
I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Janice J. Hamann
Signature of Circulator

State of Colorado)
County of EL PASO) ss.

Subscribed and sworn to before me this 2nd day of JANUARY, 2024 E

Eva Garretson
Notary Public



My Commission expires: DECEMBER 5, 2027 E

RESIDENTIAL PETITION TO THE TOWN OF WELLINGTON LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Town Clerk's Office at: 970.657.7285.**

Applicant: Family Dollar Stores of Colorado, LLC
 d/b/a: **Family Dollar #29016**
 Address: 8099 6TH Avenue, Wellington, CO 80549
 Application for a **NEW Fermented Malt Beverage and Wine Off-Premises License**

A **Public Hearing** on this matter will be held by the Town of Wellington Board of Trustees as the local Licensing Authority, on **Tuesday, January 23rd, 2024, at 6:30 pm** at Wilson Leeper Center
 3800 Wilson Avenue, Wellington, CO 80549

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures.

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
12/30/23	Margaret Barth <i>Marg Barth</i>	3716 Harrison Ave.	58	X		
12-30-23	Kimberly Lanham <i>Kimberly Lanham</i>	7726 WY Lane	27	X		
12-30-23	David Henry <i>DAVID HENRY</i>	3917 Kennedy Ave	67	X		
12-30-23	Cynthia Henry <i>Cindy Henry</i>	3917 Kennedy Ave	62	X		
12-30-23	Travis Henry <i>Travis Henry</i>	3917 Kennedy ave	36	✓		

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name Signature	Street Address	Age	In-Favor of License	Opposed to License	Reason
12/30/23	BART BURET <i>Bart Buret</i>	3914 KENNEDY	60	YES		
12-30-23	Derwood Derby <i>Derwood Derby</i>	8001 5th St	60	X		
12/30/23	Joan Matter <i>J Matter</i>	8001 5th St	62	yes		
12-30-23	Francisco Jaro <i>Francisco Jaro</i>	3917 Lincoln Ct	39		NO ✓	
12-30-23	Martha Esteves <i>Martha Esteves</i>	3917 Lincoln Ct	43		NO ✓	
12-30-23	Joseph M'Daniel <i>Joseph M'Daniel</i>	3916 Lincoln Ct	51	X		
12-30-23	Robert Zamora <i>Robert Zamora</i>	3918 Lincoln Ct	60	X		
12-30-23	Lorene Zamora <i>Lorene Zamora</i>	3918 Lincoln Ct	68	X		
12-30-23	Richard Kerr <i>Richard Kerr</i>	3912 Lincoln Ct	54	X		
12/30/23	Peyton Reed <i>Peyton Reed</i>	3913 Lincoln Ct	29	L		
12/30/23	Laura Reed <i>Laura Reed</i>	3913 Lincoln Ct	31	✓		
12/30/23	Sydney Pesina <i>Sydney Pesina</i>	8116 5th St #35	29	yes		
12/30/23	Kendra Johnson <i>Kendra Johnson</i>	8115 5th St #37	22	yes		
12-30-23	Reganary Davis <i>Reganary Davis</i>	8116 5th St #31	69	yes ✓		
12-30-23	Mark Jones <i>Mark Jones</i>	8116 5th St #36	29	yes		

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

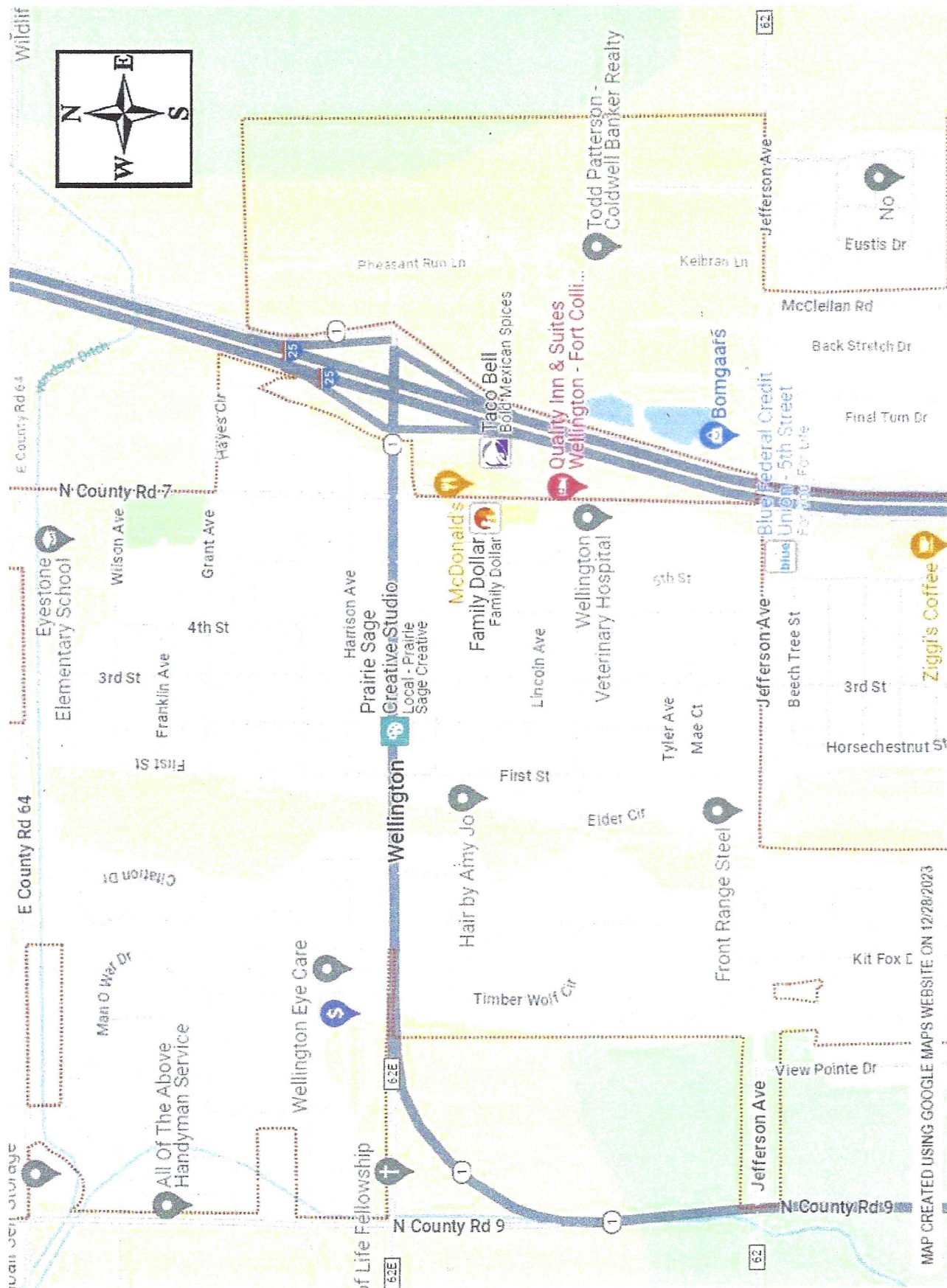
Today's Date w/ Year	Printed Name Signature	Street Address	Age	In-Favor of License	Opposed to License	Reason
12/30/23	Jacie Begle JB (Begle)	3911 Roosevelt	30	✓		
12/30/23	Leslie Aldinger LA	3911 Roosevelt	32	✓		
12-30-23	abby begle (begle) abby beg	3911 ROOSEVELT	22	✓		
12/30/23	Veronica Feltch Verna Feltch	3914 Roosevelt Ave #14	32	✓		
12/30/23	Ronald Martinec Ronald Martinec	3914 ROOSEVELT AVE #13	63	✓		
12/30/23	Shirley Presley Shirley Presley	3914 ROOSEVELT #9	70	✓		
12-30-23	Doreen Young Doreen Young	3914 Roosevelt #10	72	✓		
12-30-23	Rob Young Robert Young	3914 ROOSEVELT #10	80	✓		
12/30/23	Karen LOPEZ Karen Lopez	8009 fourth st	67	✓		
12/30/23	JOSE LOPEZ JOSE LOPEZ	8009 fourth st	62	✓		
12/30/23	Danielle LOPEZ Danielle Lopez	8009 Fourth St	31	✓		
12/30/23	Harley McAlister Harley McAlister	7906 4th Street	63	✓		
12/30/23	Lois Sherman Lois Sherman	7906 4th Street	64	✓		
12-30-23	Jeff Duran Jeff Duran	3802 Hamilton ave	37	✓		
12/30/23	Mary Duran Mary Duran	3802 Hamilton ave	41	✓		

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name Signature	Street Address	Age	In-Favor of License	Opposed to License	Reason
12/31/23	Miranda Williams Miranda Williams	8216 Fifth St	27	W		
12/31/23	Daniel Williams Daniel Williams	8216 Fifth St	27	W		
12/31/23	Kendall Martinez Kendall Martinez	3738 Harrison Ave	47	✓		
12/31/23	Jose Martinez Jose Martinez	3738 Harrison Ave	51	✓		
12/31/23	Lynette Thompson Lynette Thompson	3730 Garfield Ave	42	✓		
12/31/23	Brent Thompson Brent Thompson	3730 Garfield Ave	42	✓		
12/31/23	Haley Barr Haley Barr	3726 Garfield Ave	27	X		
12/31/23	David Barr David Barr	3726 Garfield Ave	29	X		
12/31/23	Riley Braskamp Riley Braskamp	3727 Garfield Ave	37	✓		
12/31/23	Rob Braskamp Rob Braskamp	3727 Garfield Ave	41	✓		
12/31/23	Carl Martinez Carl Martinez	8424 N 2nd St	45	X		
12/31/23	Lydia Martinez Lydia Martinez	8424 N 2nd St	45	X		
12/31/23	Mang Smith Mang Smith	8434 N 2nd St	81	X		
12/31/23	Henry Smith Henry Smith	8434 N 2nd St	89	X		
12/31/23	Dania Vera Dania Vera	3738 Grant Ave	29	X		

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name Signature	Street Address	Age	In-Favor of License	Opposed to License	Reason
12/31/23	Harold Cordova	3906 Grant Ave	79	✓		
12/31/23	Maryanne Cordova	3906 Grant Ave	81	✓		
12/31/23	Brian Casey	8433 4 street	48	✓		
12/31/23	Kim Abendschan	8433 4th Street	59	✓		
12/31/23	Shelby Roseberg	3916 Hayes Ave	35		✓	
12/31/23	Shelby Roseberg	3916 Hayes Ave	34		✓	
12-31-23	Marion Gregg	3922 Hayes Ave	27	X		
12-31-23	Lori Gregg	3922 Hayes Ave	31	X		
12-31-23	Clifton Row	3922 Hayes Ave	24	X		
12-31-23	Jimmy Lewis	3910 Harrison Ave	74	✓		
12-31-23	Jaimie Gitchel	3912 Harrison Ave	47	✓		Good Luck!
12-31-23	Shirley Gitchel	3912 Harrison Ave	45	✓		
12-31-23	Robert Crowley	3914 Harrison Ave	22	X		
12-31-23	Amber Hawkins	3914 Harrison Ave	25	X		
12-31-23	Brenda Hawkins	3914 Harrison Ave	25	X		



MAP CREATED USING GOOGLE MAPS WEBSITE ON 12/28/2023



Family Dollar #29016
 8099 6th Avenue
 Wellington, CO 80549

**APPLICATION FOR A FERMENTED MALT BEVERAGE
 AND WINE (CITY) OFF-PREMISES LICENSE**

LiquorPros
 LiquorPros@msn.com
 719.390.8844
 www.LiquorPros.com

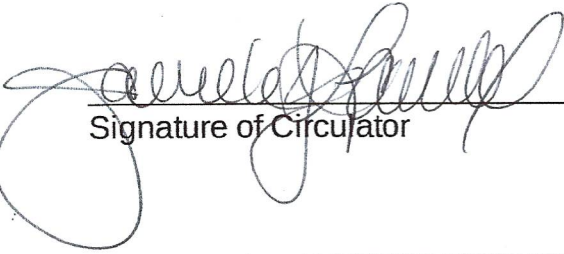
~ AFFIDAVIT OF CIRCULATION ~

I, Samuel J. Hammond, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

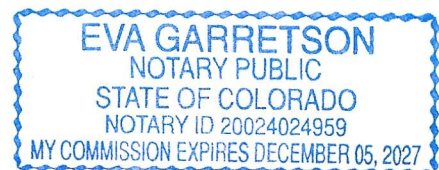
I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.


Signature of Circulator

State of Colorado)
County of EL PASO) ss.

Subscribed and sworn to before me this 2nd day of JANUARY, 201~~1~~2021


Notary Public



My Commission expires: DECEMBER 5, 2027



DECISIONS CONSULTING LLC
1100 Circle 75 Parkway SE
Suite 210 Atlanta, GA 30339
Licensing Director: (678) 660-5121
licensing@decisions-consulting.com

January 15, 2024

Board of Trustees
Town of Wellington
8225 Third Street
Wellington, CO 80549

Re: Family Dollar #29016 Application(s) to sell beer and wine for off-premises consumption only (“Application(s)”)

Dear Honorable Board of Trustees:

This firm represents Family Dollar Stores, LLC and its subsidiaries including Family Dollar Stores of Colorado, LLC, and we nationally handle licensing matters for all Family Dollar locations and related entities (collectively “Family Dollar”).

This letter is being submitted for consideration in support of our pending application for a license for the retail sale of beer and wine for off-premise consumption only at the Wellington Store located at 8099 6th Avenue, Wellington, CO 80549. As the license is being considered at the January 23, 2024 Board of Trustees meeting, this information is being provided in support of Family Dollar’s Application.

Family Dollar is a family-oriented store that provides a wide range of food and other retail items to its’ customers. Family Dollar locations that sell alcohol do not sell “discounted alcohol” and the beer and wine our customers have the option of purchasing for off-premises consumption is equivalent in price and quality to what one would find at any local grocery store. For additional information, please see the enclosed advertisement which provides you with a sampling of the wide range of products that Family Dollar offers to its’ customers. Also, I wanted to provide some additional information relating to how serious Family Dollar takes its obligation to be a responsible seller, complying with all applicable statutes, ordinances, rules, and regulations.

First, in addition to any requirements imposed by the State or Local jurisdiction, Family Dollar has a vigorous internal training and auditing program to ensure strict compliance and zero tolerance for violations. These internal procedures include, but are not limited to, training on the following:

(a) Minimum age requirements and how those requirements apply. This includes the mandatory **use of hand-held scanners to verify birthdates** are within the range required to make the purchase.

(b) How to recognize and differentiate between authentic forms of identification, typically a driver's license, and counterfeit identifications.

(c) How to confirm the person presenting the identification is the person on the identification card.

(d) Sales Associates' rights to refuse to sell any alcoholic beverage to a person who appears to be intoxicated and how to communicate that refusal respectfully.

(e) Understanding the role and personal liability to guarantee compliance with all applicable rules and regulations with emphasis on Family Dollar's zero tolerance policy is strictly enforced.

(f) How to cooperate with Law Enforcement as a partner to ensure compliance with the law.

With specific attention to the Town of Wellington's local alcohol ordinances, Family Dollar will also train all associates on the local rules and regulations pertaining to off-premises selling including, but not limited to, (1) the duty to maintain a copy of the local ordinances on the premises; (2) duty to secure inventory when not legal to sale; (3) the limited hours for legal sales and any no sales days; (4) duty to maintain the premises and allow zero loitering or drinking in the parking lots, which is absolutely prohibited by Family Dollar, and (5) the duty to confirm proper legal identification and age (as noted above, Family Dollar uses handheld scanners as well). In sum, and as complimentary to other small business in the area, Family Dollar simply wishes to provide a safe, family-oriented option to those families who wish to purchase beer and wine for consumption with their meals at home, just like many other grocery stores.

In addition, Family Dollar uses internal auditing programs and proprietary software to assess abnormal activities which detect, deter, and prohibit any violations of rules and regulations. Further, Family Dollar locations licensed to sell off-premises are all equipped with surveillance cameras that monitor the cash registers, front doors, receiving, and stockroom areas. All licensed stores always include at least one dedicated camera focused on beer and wine locations within the store. Based on these vigorous internal compliance matters and a culture of zero tolerance, Family Dollar is proud to say that from 2019 to 2022, the percentage of licensed locations cited for alcohol sales violations nationally averaged ***less than one and a half percent (1.5%) per year*** of all licensed locations. During that period, the highest percentage of cited licensed locations as less than two and a half percent (2.5%).

In conclusion, Family Dollar greatly appreciates the opportunity to conduct business in the State of Colorado and, specifically, in the Town of Wellington. Family

Town of Wellington
January 15, 2024
Page 3

Dollar respectfully requests that you approve the resolution to allow beer and wine sales for off-premises consumption only at the Wellington Store located at 8099 6th Avenue, Wellington, CO 80549.

Please do not hesitate to email me jcrumly@decisions-consulting.com or give me a call at if you have any questions or want to discuss further.

Sincerely,

Decisions Consulting, LLC

/s/ Jonathan Crumly

Jonathan Crumly, Chief Operating Officer
jcrumly@decisions-consulting.com

Enclosure (as stated)

cc: Mr. Ethan Muhs, Town Clerk (MuhsE@wellingtoncolorado.gov).



These Deals are Hoppin'



Pepsi Products
12 oz., 12 pk.**s
Must buy 3.
Excludes Dr Pepper.



Hot Offer

Sale!
3/\$11

Dr Pepper 2 ls**
Must buy 2.



Sale!
2/\$3

Doritos
6-11.25 oz.



Sale! 2/\$7
Smart Coupon† - \$1
Final Price
2/\$6



Sale!
2/\$9

Breyers Ice Cream
48 oz.
Must buy 2.



Sale!
\$6.95

Dunkin' Original Blend 12 oz. or
Folgers Coffee 19.2 oz.

Kellogg's Cereal 9-18 oz.
or Multipack 1.075 oz., 8 pk.



BUY 2
GET 1
FREE
with Smart Coupon†

Gain Powder 34 oz., **Liquid Fabric Softener** 41 oz., **Fireworks** 5.5 oz., **Flings** 14 ct., or **Sheets** 105 ct.



Sale! \$4.45
Smart Coupon† - \$1
Final Price
\$3.45
*MFR Offer

Gain Liquid 92 oz. or **Flings** 35 ct.,
Select Downy or Gain Liquid Fabric Softener 81-129 oz., or
Downy or Gain Scent Enhancers 14.8 oz.



Price \$10.95
Smart Coupon† - \$2
Final Price
\$8.95
*MFR Offer

Lysol Wipes
35 ct.

50¢ OFF with Smart Coupon also valid on Lysol Products



Price 3/\$7
Smart Coupon† - 50¢
Final Price
3/\$6.50

Homeline Soft Bath Tissue
32 Double Rolls



Price \$10.95
Smart Coupon† - 75¢
Final Price
\$10.20

Scott 1000 Bath Tissue
8 or 12 Rolls
Reg. Price \$9.25-\$13
Must buy 2.
Equal or lesser value.



BUY 1
GET 1
50% OFF

Storewide Saturday Savings Pass

Clip now; valid for use only on Saturday, 4/8

\$5 OFF

When you spend \$25 or more
See Smart Coupon for details.
Sponsored by

Smart Coupons. **AJAX** **Swagirl**
Download our App or visit FamilyDollar.com to clip Smart Coupons!†

Easter Plushes

\$5



Chocolate Bunnies
1.3-3 oz.
Must buy 3.

Sale!
3/\$3



Hershey's Egg Hunt or Mini Spring Mix
27.9-31.06 oz.
Reg. Price \$12
Must buy 2.

BUY 1
GET 1
50% OFF



Skittles or Starburst Fun Size Candy Bags
10.58-10.7 oz.
Reg. Price \$3.35
Must buy 3.

BUY 2
GET 1
FREE



Hundreds in Savings a Year!

Smart Coupons



Clip
available coupons

Scan
the app barcode

Save
hundreds of dollars a year

Check the Family Dollar App or
FamilyDollar.com/Smart-Coupons
for savings!†

Prices Good Sunday, April 2 - Saturday, April 8, 2023



Use our app or visit FamilyDollar.com for Smart Coupons to Clip, Scan, & Save!†

**CA CRV where applicable. †Prices not valid in Philadelphia, PA. ‡See Smart Coupons for details and participating products. 4/2 Page 1 BASE AB#638 NP

Lighten the Load

With Your Perfect Wash



1 LAUNDRY DETERGENT

Powerful clean



2 FABRIC SOFTENER

Protect & condition



3 SCENT BOOSTERS

Freshen with scent



4 DRYER SHEETS

De-wrinkle & reduce static



Sale! \$12.95
Smart **Coupon**† -\$3
Final Price
\$9.95

*MFR Offer

Downy or Gain
Scent Enhancers 20.1 oz.,
Downy Liquid Fabric
Softener 164 oz., or Gain
Flings or Tide Pods 42 ct.



Price \$8.25
Smart **Coupon**† -\$1
Final Price
\$7.25

*MFR Offer

Tide Simply Liquid
75-92 oz. or
Pods 32 ct.



Price \$10.95
Smart **Coupon**† -\$2
Final Price
\$8.95

*MFR Offer

Gain Liquid 92 oz. or
Flings 35 ct., Select
Downy or Gain Liquid
Fabric Softener 81-129
oz., or Scent Enhancers
14.8 oz.



Price \$5.50
Smart **Coupon**† -\$50¢
Final Price
\$5

*MFR Offer

Ariel Powder
1.5 kg.



Sale! \$4.45
Smart **Coupon**† -\$1
Final Price
\$3.45

*MFR Offer

Gain Powder 34
oz., Liquid Fabric
Softener 41 oz.,
Fireworks 5.5 oz.,
Flings 14 ct., or
Sheets 105 ct.



Sale! \$4.95
Smart **Coupon**† -\$1
Final Price
\$3.95

*MFR Offer

Downy Liquid
Fabric Softener
32-51 oz., Scent
Enhancers 5.5 oz.,
or Downy or Bounce
Sheets 50-105 ct.

FAMILY DOLLAR

†See Smart Coupons for details and participating products. 4/2 Page 11 DIGITAL INSERT AB#637

FAMILY DOLLAR

Chestnut Hill Canned Corn, Green Beans, or Mixed Vegetables 14.5-15.25 oz.
Must buy 2.



Sale!
2/\$1

Campbell's Condensed Cream Soup 10.5 oz.
Must buy 2.



Sale!
2/\$3.50

Sister Schubert's Dinner Rolls 15 oz., 10 ct. **\$4.50**



Knorr Pasta or Rice Sides 4.3-5.7 oz.



Save More!
2/\$2
with SmartCoupon!

Heinz Homestyle Gravy 12 oz. or Chestnut Hill Instant Mashed Potatoes 15.3 oz.



BUY 1 GET 1
50% OFF
with SmartCoupon!



Sale!
2/\$5.50
Mott's Apple or White Grape Juice 64 oz.**
Must buy 2.

Level Valley Cream Cheese 8 oz. **\$1.50**



Sale!
\$3.75
Kraft Deluxe Macaroni & Cheese 14 oz. or Velveeta Shells & Cheese 12 oz.



Sale!
2/\$10
Red Baron Classic Pizza 20.6-22.63 oz.
Must buy 2.



Takis 8-9.9 oz.
Must buy 2, Limit 6.



Sale!
2/\$7

Hellmann's Mayonnaise 30 oz.



Sale! \$5
Smart Coupon! -50¢
Final Price \$4.50

Chestnut Hill All-Purpose or Self-Rising Flour 5 lbs. **\$2.75**



Chestnut Hill Granulated Sugar 64 oz. **\$2.95**



Homeline Plastic Wrap 300 sq. ft. **\$2.25**



Sale!
\$3
Homeline Aluminum Foil 50 sq. ft.



Sale!
2/\$6



Reddi Wip Real Cream Topping 6.5 oz.
Must buy 2.

\$3.50



Chestnut Hill Vegetable Oil 48 oz.



BUY 1 GET 1
50% OFF

Family Chef Bakeware Pans
Reg. Price \$5-\$7
Must buy 2. Equal or lesser value.



\$1.25
Foil Pans

Let's Bake Some Treats





Sale!
2/\$6
Eggo Buttermilk, Blueberry, or Homestyle Waffles 12.3 oz., 10 ct.
Must buy 2.



\$2⁸⁵
Chestnut Hill Maple Syrup 24 oz.



\$4⁹⁵
Dunkin' Caramel Iced Coffee 40 oz.**\$



Sale!
2/\$7⁵⁰
Simply Orange Juice 52 oz.**\$
Must buy 2.

Hoppin' Great Breakfast!



Sale!
2/\$6
Pillsbury Grands! Biscuits or Cinnamon Rolls 8 ct.
Must buy 2.

Bar-S Bacon 12 oz.



Sale!
\$4⁵⁰



\$3⁵⁰
Jimmy Dean Breakfast Bowls 7 oz.



\$2⁵⁰
Dole Pineapple Slices 20 oz.



Sale!
2/\$3
Kraft Jet-Puffed Marshmallows 12 oz.
Must buy 2.



\$1
Folgers, Café Bustelo, Taster's Choice, or Nescafé Clasico Coffee Packets 4-7 pk.



\$2⁶⁵
Bruce's Cut Yams 29 oz.



\$2⁹⁵
Stove Top Chicken Stuffing 6 oz.



Sale!
2/\$6
Lay's 5-8 oz.
Must buy 2. Limit 6. Excludes Kettle.

Red Bull Energy Drinks 8.4 oz.**\$
Must buy 3.

Sale!
3/\$5⁵⁰



Sale!
3/\$12
Pepsi Products 16-16.9 oz., 6 pk.**\$
Must buy 3. Excludes Dr Pepper.

Starry 12 oz., 12-15 pk.**\$



Save More!
\$2 OFF 2
with SmartCoupon!

Chestnut Hill Graham Cracker Pie Crust 6 oz.

\$2



Chestnut Hill Cherry Pie Filling 15 oz.

Sale!
\$2



Walnuts 4 oz.

\$3⁶⁵



Chestnut Hill Confectioners or Light Brown Sugar 32 oz.



Price **\$2³⁵**
Smart Coupon **-35¢**
Final Price **\$2**

Egg-cellent Easter Nests!

Ingredients:

1 package chocolate cake mix (15.25 oz.)
1 ¼ cups water
½ cup vegetable oil
3 eggs

1 package flaked coconut (14 oz.)
1 can prepared chocolate frosting (16 oz.)
1 cup egg-shaped chocolate candies
(such as Whopper Robin Eggs®)

1. Preheat oven to 350°F. Line cupcake baking pan with paper liners.
2. Mix together cake mix, water, vegetable oil, and eggs in a mixing bowl using an electric mixer, on low speed until mixture is moistened, 30 seconds. Increase speed to medium and beat until batter is smooth, 2 more minutes. Fill prepared cupcake cups about 2/3 full with batter.
3. Bake cupcakes in the preheated oven until a toothpick inserted into a cupcake comes out clean, 18 to 23 minutes. Remove cupcakes from oven and turn oven heat up to 400°F. Let cupcakes cool.
4. Spread coconut into a large, shallow baking pan or onto a baking sheet; toast in the hot oven until coconut is golden brown, about 7 minutes. Cool.
5. Frost a small circle on the cupcakes with chocolate frosting and cover frosting with toasted coconut. Place 3 egg-shaped candies in the center of the frosting on top of each cupcake.
6. Enjoy!



\$2²⁵

Whoppers Robin Eggs 9 oz.

Betty Crocker Frosting 12-16 oz.
Must buy 3.

Sale!
3/\$5



Kinder Mini Figures 6 ct.
Must buy 2.

Sale!
2/\$6



Kinder Easter Eggs .7 oz.
Must buy 2.

Sale!
2/\$3



\$12

M&M's Peanut Pastels 38 oz.

Hoppin' Nerds Gummy Clusters 6 oz. or Sweetarts Jelly Beans 14 oz.

\$3²⁵



Mars Variety Candy Bags 12.33-18.31 oz.

\$5⁷⁵



Betty Crocker Cake Mix 15.25-16.25 oz.
Must buy 2.

Sale!
2/\$3



Betty Crocker Delights Brownie Mix 16.5-19.5 oz.
Must buy 2.
Excludes Betty Crocker Brownie Family Fudge 18.3 oz. or Milk Chocolate Brownie Mix 18.4 oz.

Sale!
2/\$5



Warheads Ooze Chew Sticks .28 oz., 16 ct.

\$1²⁵



\$3³⁵

Skittles Fun Size 10.7 oz. or Sour Punch Twists 9 oz.

Russell Stover 7 oz. or Dove Milk Chocolate Bunny 4.5 oz.

\$4⁵⁰



Reese's Peanut Butter Bunny 5 oz. or Jelly Belly Filled Bunny 4.5 oz.

\$5



Save More!

\$1 OFF 2
with SmartCoupon!

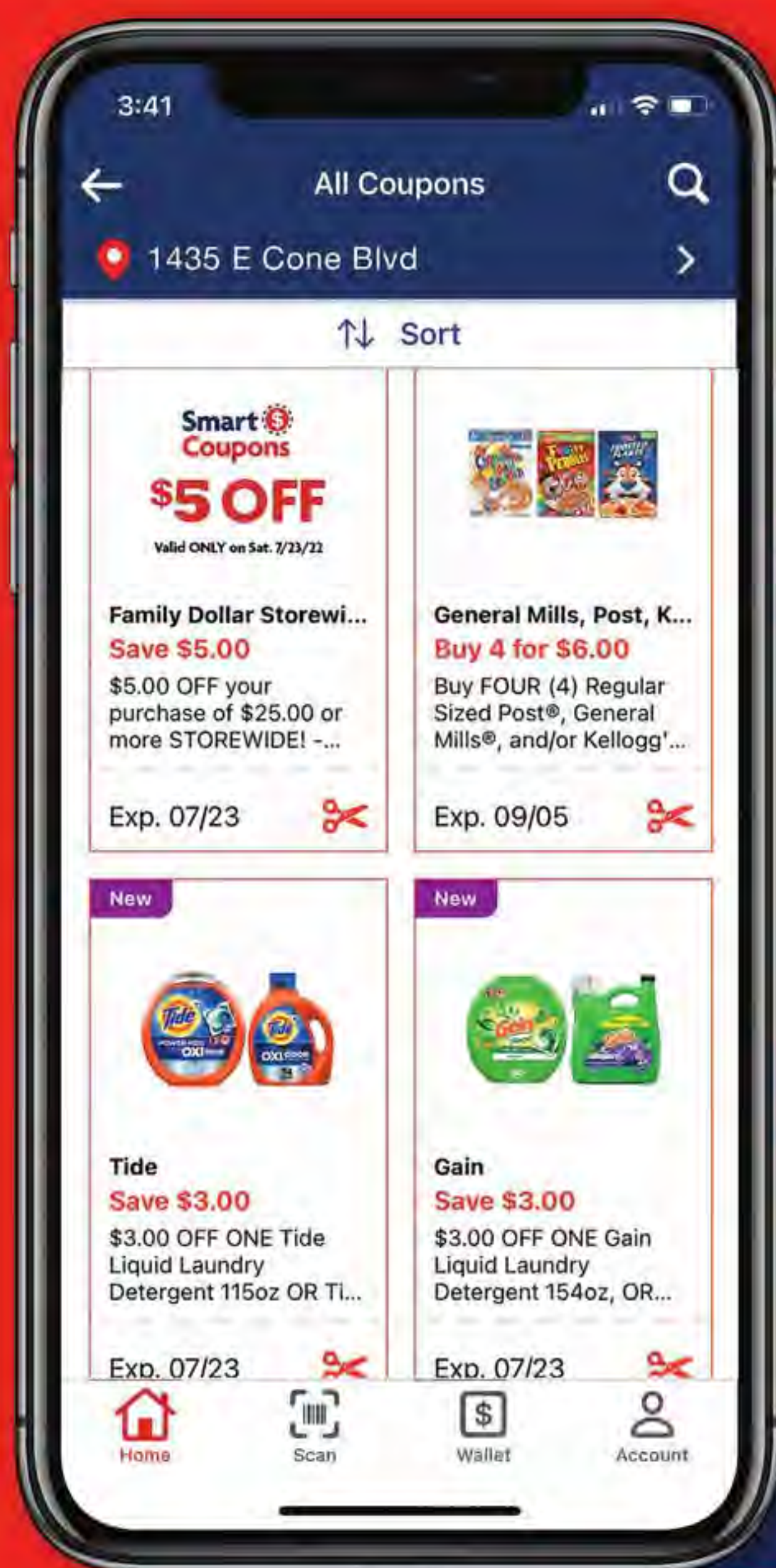
Nestlé, Reese's, or Hershey's Baking Chips 10-12 oz.



FAMILY DOLLAR

Smart Coupons[®]

Hundreds in Savings a Year!



Clip
available coupons



Scan
the app barcode



Save
hundreds of dollars a year



Check the Family Dollar App or FamilyDollar.com/Smart-Coupons for savings!

Last Chance for Easter Staples

- A. Easter Baskets \$1²⁵
- B. Easter Basket Fillers \$1²⁵
- C. Hot Wheels 1 ct. \$1²⁵
- D. Peeps 8-10 ct. \$1²⁵



Crayola
Crayons 24 ct. **\$1²⁵**



Easter Plush

\$1

Filled Easter Baskets **\$6**



Filled Easter Baskets **\$10**



Filled Easter Baskets **\$11**



Filled Easter Baskets **\$15**



Let's Get Ready For Easter

FAMILY DOLLAR
Helping You Do More
More for Every Bunny



Bunny Treats



Learn More Here!
FamilyDollar.com

Now Accepting OTC Network® Medicare and Medicaid Cards

Use Your American Express, Visa, Mastercard or Discover. SNAP/EBT accepted in most stores. See Smart Coupons for details and participating products.



Use our app or visit FamilyDollar.com for Smart Coupons to Clip, Scan, & Save! Google Play and the Google Play logo are trademarks of Google Inc. Apple and the Apple logo are trademarks of Apple Inc. App Store is a service mark of Apple Inc.

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Be BBQ Ready

Your
Choice
\$5

Family Chef Grilling Basket,
Deluxe BBQ Tool Set 3 pc.,
Digital Thermometer, or
Smoker Box



\$4²⁵
Family Chef
Lighter Fluid
32 oz.

Family Chef
Classic Charcoal
14.6 lbs.

\$8



\$25
Igloo Cooler
30 qt.

\$30

Family Chef
Charcoal Grill
18.5"



**BUY 1
GET 1
50% OFF**

ALL Toys \$5 and up
Must buy 2. Equal or lesser value.



Spring Décor!

Your
Choice
\$3

Spring Hanging or
Tabletop Décor



Your
Choice
\$5

Spring Wall Décor



Your
Choice
\$7

Spring Toss Pillow
or Hanging Décor

Your
Choice
\$5

Spring Floral
Arrangements



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Apparel for Every-Bunny

Girls' Dresses or Rompers
Sizes 12M-14Y
\$5

Ladies' Knit Dresses
Sizes S-XL
Reg. Price \$9
Plus Size **Sale! \$6**
Reg. Price \$10
\$5



Kids' Sets
Sizes 12M-14Y
Reg. Price \$7-\$12.50

**BUY 1
GET 1
50% OFF**

Must buy 2.
Equal or lesser value.

Character Pool Slides or Athletic Shoes
Reg. Price \$7-\$12.50

**BUY 1
GET 1
50% OFF**

Must buy 2.
Equal or lesser value.



Family Chef
Table Top or Refrigerator
Storage or Accessories
Reg. Price \$1-\$10
Must buy 2. Equal or lesser value.

**BUY 1
GET 1
50% OFF**

Food Storage
Containers
Reg. Price \$1-\$6
Must buy 2.
Equal or lesser value.

**BUY 1
GET 1
50% OFF**

Extra Tall
Can Opener,
Mini Chopper,
5-Speed Hand
Mixer, or
2-Slice Toaster
Reg. Price \$15
Brands vary by store.

**Sale!
\$12**

Family Chef
Deluxe Cookware
Set 7 pc.
Reg. Price \$18

**Sale!
\$15**



4/2 Page 5 BASE AB#638 NP

Check Out Our
Home Book

FAMILY DOLLAR
Helping you do more.



**Kitchen
Setup**



Learn More Here!
FamilyDollar.com

SAVE \$10*
WHEN YOU SPEND \$30. From 2/26-4/15



Learn more
www.pglaundryrebate.com

*Must buy 1 Gain® Detergent item AND 1 Gain Fireworks®, Liquid Fabric Softener, or Dryer Sheets. Prepaid card by mail. Visit www.pglaundryrebate.com for details. All items must be purchased in one transaction and made between 2/26/23 through 4/15/23. Excludes trial size/travel size. Limit 1 reward per household.

Must be a legal resident of the 50 U.S. or DC and 18 years of age or older as of the last day of the month prior to date of claim redemption. Void where prohibited or restricted by law. Claim reward by 5/14/23. Manufacturer offer. Reward is a prepaid card by mail. Visit pglaundryrebate.com for full terms and conditions, including participating products.

Save \$10*
when you spend \$30.
From 2/26-4/15



Learn more
www.pglaundryrebate.com

*Must buy 1 Tide® or Dreft® Detergent AND 1 Downy® or Bounce® Scent Booster, Rinse, Liquid Fabric Enhancer, or Dryer Sheets. Prepaid card by mail. Visit www.pglaundryrebate.com for details. All items must be purchased in one transaction and made between 2/26/23 through 4/15/23. Excludes trial size/travel size. Limit 1 reward per household.

Must be a legal resident of the 50 U.S. or DC and 18 years of age or older as of the last day of the month prior to date of claim redemption. Void where prohibited or restricted by law. Claim reward by 5/14/23. Manufacturer offer. Reward is a prepaid card by mail. Visit pglaundryrebate.com for full terms and conditions, including participating products.

FAMILY DOLLAR



Spring Cleaning Savings



Sale!
2/\$8

Clorox Spray Cleaner 24 oz.
Must buy 2.



Price 2/\$7.50
Smart Coupon†
Final Price
2/\$6

*MFR Offer
Clorox Wipes 35 ct.

Clorox Bleach 43-121 oz. or Pine-Sol Multi-Surface Cleaner 40-100 oz.



Save More!
\$1 OFF
with Smart Coupon†
*MFR Offer

Dawn Dish Liquid 54.8-56 oz. and Ez-Squeeze 12.4-15 oz.



Save More!
\$2.99 OFF2
with Smart Coupon†
*MFR Offer

Must buy one Dish Liquid 54.8-56 oz. and one Ez-Squeeze 12.4-15 oz.



Price 2/\$12
Smart Coupon†
Final Price
2/\$8.75

*MFR Offer
Mr. Clean Clean Freak Deep Cleaning Mist 16 oz.



\$5.75

Homeline Bleach 121 oz.



Sale!
2/\$5

Suavitel Liquid Fabric Softener 28.7 oz. or Sheets 70 ct.
Must buy 2.



Sale! \$17
Smart Coupon†
Final Price
\$14

*MFR Offer
Gain Powder 137 oz.

Homeline Premium Everyday Napkins 100 ct. **\$2.75**



\$3.50

Homeline Plastic Cups 9 oz., 50 ct.



\$6.50

Homeline Red Plastic Cups 16 oz., 100 ct.



Homeline Printed Paper Plates 35-66 ct. or Bowls 38 ct. **\$5.75**



Homeline Premium Plastic Cutlery 108 pc. **\$7**



Homeline Heavy Duty Aluminum Foil 30 sq. ft. **\$3.25**



Reynolds Wrap Aluminum Foil 50 sq. ft. **\$4**



\$6

Hefty Trash Bags 13-39 gal., 11-25 ct.



Dixie Bowls 56 ct. or Paper Plates 40-54 ct.



Price \$7.10
Smart Coupon†
Final Price
\$6.10

Puffs Plus Lotion or Ultra Soft Facial Tissue 48 ct., 4 pk.



Price \$6.15
Smart Coupon†
Final Price
\$5.90

*MFR Offer

FAMILY DOLLAR

†See Smart Coupons for details and participating products.

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EXPERTLY FORMULATED FOR USE IN
HOMES WITH CHILDREN & PETS



SEE OUR LINE OF
DISINFECTANT PRODUCTS



FAMILY DOLLAR



Save \$1 off Any One (1)
Family Guard Item

Now through 4/8

LEARN MORE!

†See Smart Coupons for details and participating products. 4/2 Page 10 DIGITAL INSERT AB#637

Save on Spring Cleaning

\$3 OFF
with Smart
Coupon!

Your purchase
of \$15 or
more on
Homeline
Food Storage
or Trash Bags



Ajax Dish Liquid
52 oz.



Sale! \$3.50
Smart **-50¢**
Coupon!
Final Price
\$3

Tide Simply
Liquid 75-92 oz.
or Pods 32 ct.



Price \$8.25
Smart **-1**
Coupon!
Final Price
\$7.25
*MFR Offer

Swiffer
Products



**Save
More!**
\$2 OFF
with SmartCoupon!
*MFR Offer

Febreze Small
Spaces .25 oz., 1 ct.

\$2.30 OFF with Smart
Coupon also valid on
Febreze Small Spaces
.25 oz., 2 ct.



Price \$3.25
Smart **-2.30**
Coupon!
Final Price
95¢
*MFR Offer

Febreze Plug
Oil Warmer



Price \$3.50
Smart **-2.30**
Coupon!
Final Price
\$1.20
*MFR Offer

Air Wick
Scented Oil Refills
.67-.71 oz., 2 ct. or
Essential Mist
Refills .67 oz., 1 ct.



**BUY 1
GET 1
FREE**
with SmartCoupon!

Hot Shot Aerosol
14-17.5 oz.



Sale! 2/\$8.50
Smart **-75¢**
Coupon!
Final Price
2/\$7.75

Brawny Paper Towels
2 Double Rolls



Price \$5.50
Smart **-1**
Coupon!
Final Price
\$4.50

Angel Soft Bath Tissue
6 or 8 Mega Rolls



Price \$5.95
Smart **-1**
Coupon!
Final Price
\$4.95

Charmin Essentials or Ultra
Bath Tissue 12-18 Mega Rolls
or Bounty Essentials Paper
Towels 12 Mega Rolls



**Save
More!**
\$1 OFF
with SmartCoupon!
*MFR Offer

Zest
Indulgence
Body Wash
20 oz.



Sale!
\$3.25

Crest Toothpaste
2.7-5.4 oz., 1-2 ct.



**Save
More!**
\$2 OFF
with SmartCoupon!
*MFR Offer

Colgate
Toothpaste
2.1-6 oz., 1-2 ct.



**Save
More!**
\$4 OFF
2
with SmartCoupon!
*MFR Offer

Maybelline Eye,
Face, or Lip
Cosmetics



**Save
More!**
\$2 OFF
with SmartCoupon!

Allegra 24 HR
Allergy Relief
Tablets 15 ct.



\$14

Benadryl
Liqui-Gels 24 ct.,
Ultratabs
24-48 ct., or
Cream 1 oz.



**Save
More!**
\$1 OFF
with SmartCoupon!

Claritin Allergy
Tablets 5-10 ct.,
Children's
Liquid 4 oz., or
AstePro Allergy
Spray .14 oz.



**Save
More!**
\$1.50 OFF
with SmartCoupon!

\$3 OFF
with
Smart
Coupon!

Your purchase
of \$15 or
more on ALL
GoodSense
Allergy
Products



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Store Hours: Mon.-Sat., 8 a.m.-9 p.m., Sun., 9 a.m.-9 p.m. in most stores

Shop online now at
FamilyDollar.com

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THE CLEAN TEAM

HOMELINE



100% SATISFACTION
OR YOUR MONEY BACK
GUARANTEED

Just return the package
and unused product to a
Family Dollar store within
30 days for a refund
(with receipt)
or exchange

NEW!

Bath & Body Products for Spring

\$1⁵⁰-\$2⁵⁰

Softsoap 7.5 oz. or Dial 11 oz.
Liquid Hand Soap



\$3-\$10⁵⁰

Body Wash or Bar Soap



\$1-\$7⁵⁰

Cosmetics, Nail Care,
or Fragrances



Crest Toothpaste 2.7-5.4 oz., 1-2 ct.
or Mouthwash 1l, or Oral-B Toothbrush 1-2 ct.,
Floss, or Floss Picks 75 ct.



**Save
More!**

**\$5 OFF
3**

with SmartCoupon™

*MFR Offer

**Save
More!**

**\$2 OFF
2**

with SmartCoupon™

*MFR Offer

**Aussie Hair
Care Products**
6.8-26 oz., 1-2 ct.



Zarbee's Cough Syrup 2-4 oz.
or Sleep Tablets 30 ct.

**Save
More!**

\$1 OFF

with SmartCoupon™



Sale! 2/\$19

**Smart
Coupon™**

**Final Price
2/\$17**

**Huggies Snug & Dry
Diapers Sizes 1-6,
19-38 ct.**



**Save
More!**

\$3 OFF

with SmartCoupon™

*MFR Offer

**Always Discreet
Pads 26-54 ct.,
Liners 44 ct., or
Underwear 15-32 ct.**



Sale! 2/\$11

**Smart
Coupon™**

**Final Price
2/\$9⁵⁰**

**Poise Pads 12-30 ct.
or Liners 48 ct.**



**Save
More!**

\$1 OFF

with SmartCoupon™

*MFR Offer

**Always Pads
16-42 ct.
or Liners 40-
120 ct.**

FAMILY DOLLAR



\$5 OFF
with Smart Coupon†

Your purchase of \$20
or more on Glad Food
Storage Bags, Trash Bags,
or Cling Wrap

*MFR Offer

Downy or Gain Scent
Enhancers 20.1 oz., Downy
Liquid Fabric Softener
164 oz., or Gain Flings
or Tide Pods 42 ct.



Sale! \$12.95
Smart Coupon†
Final Price \$9.95

*MFR Offer

Xtra Liquid
203.1-283.5 oz.



Sale! \$11.50
Smart Coupon†
Final Price \$10

Always Ultra Thin Pads
24-32 ct. or Maxi Pads
20-42 ct.



Sale! 2/\$12.50
Smart Coupon†
Final Price 2/\$11.50

*MFR Offer

Luvs Jumbo Pack
Diapers
Sizes 1-6, 21-48 ct.
Must buy 2.



Sale! 2/\$14.50
*MFR Offer

Scoop Away Cat Litter
20 lbs. or Fresh Step
Cat Litter 14 lbs.



Save More!
\$3 OFF
with SmartCoupon†

IAMS Dry Dog Food
11 lbs.



Sale! \$20

Pet Selection
varies by Store.



Save More!
\$1 OFF
with SmartCoupon†

Suave Hair Care,
Lotion, Deodorant,
or Body Spray



Save More!
\$1.50 OFF
with SmartCoupon†

Dove Body Wash, Bar
Soap, Hair Care, or
Deodorant



Save More!
\$3 OFF 2
with SmartCoupon†

Dial or Tone Body
Wash 16-32 oz.

10% OFF

Applebee's®, Chili's®, or Cracker Barrel Gift Cards
Reg. Price \$25
NOW \$22.50

No returns or exchanges on gift cards. Exclusions apply. Gift cards shown are not
sponsors or co-sponsors of this promotion. Card selection varies by store.



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Use our app or visit FamilyDollar.com for Smart Coupons to Clip, Scan, & Save!†

Now Accepting OTC Network® Medicare and Medicaid Cards

OTC Network VISA DISCOVER

Use Your American Express, Visa, Mastercard or Discover.

SNAP/EBT accepted in most stores.

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Google Inc. Apple and the Apple logo are trademarks of
Apple Inc. App Store is a service mark of Apple Inc.



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A Brand You Can
Trust
Kidgets



All the Needs for Your Pet



\$1⁹⁵
Family Pet Wet
Dog Food 22 oz.



\$4⁵⁰
Family Pet Dog
Biscuits 3 lbs.



\$9⁹⁵
Family Pet Dry
Dog Food 14 lbs.



\$17⁹⁵
Family Pet Dry
Dog Food 28 lbs.



\$1¹⁰
Ashland Farms
Wet Dog Food
3.5 oz.



\$5
Ashland Farms
Dry Dog Food
4 lbs.



\$11
Ashland Farms
Dry Dog Food
15 lbs.



\$10⁷⁵
Good 'n' Fun Triple
Flavor Dog Treats 12 oz.



\$12⁹⁵
Ashland Farms
Dry Puppy Food
16.5 lbs.



\$4⁵⁰
Ashland Farms
Dry Cat Food
3.15 lbs.



\$3⁵⁰
Family Pet Dry
Cat Food 2.5 lbs.



\$8⁵⁰
Family Pet
Training Pads
16-18 ct.



\$9⁵⁰
Family Pet
Small Dog
Bed



\$10⁵⁰
Ashland Farms
Dry Cat Food
12 lbs.



\$10⁵⁰
Ashland Farms
Dry Cat Food
10 lbs.



\$15⁹⁵
Family Pet Dry
Cat Food 22 lbs.



\$5⁷⁵
Family Pet
Scoopable Cat
Litter 10 lbs.

Pet selection varies by store.

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Doing More

Empowering Club youth to become advocates for positive change.

Learn More



Together we have
raised more than
\$1.3 Million



FAMILY DOLLAR



Doing More

Empowering Club youth to become advocates for positive change.



SINCE 1989
WORLD'S FINEST[®]
CHOCOLATE

BOYS & GIRLS CLUBS
OF AMERICA



\$1

World's Finest[®] Chocolate is proud to support
Boys & Girls Clubs of America with a **\$150,000 donation.**

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• **We accept manufacturers' coupons**
Store Hours: Mon.-Sat., 8 a.m.-9 p.m.; Sun., 9 a.m.-9 p.m. in most stores
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4/2 Page 12 DIGITAL INSERT AB#637



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Enterprise	Address	City	State	Zip Code
21423	3069 S ACADEMY BLVD	COLORADO SPGS	CO	80916-3201
22600	2639 N ELIZABETH ST	PUEBLO	CO	81003-3641
22942	2102 FREEDOM RD	TRINIDAD	CO	81082-1210
24088	2325 E BOULDER ST	COLORADO SPGS	CO	80909-6024
25100	614 EAST 1ST ST	LA JUNTA	CO	81050-1833
25457	2010 W 92ND AVE	FEDERAL HEIGHTS	CO	80260-5300
25949	130 S DENVER AVE	FORT LUPTON	CO	80621-1306
26503	16981 E ILIFF AVE	AURORA	CO	80013-1587
26890	98 CARDINAL WAY	PARACHUTE	CO	81635
27356	1668 US HIGHWAY 6 & 50	FRUITA	CO	81521-2042
28702	9410 Federal Boulevard	Federal Heights	CO	80260
30014	108 N. Santa Fe Ave.	Fountain	CO	80817
30520	101 N. 9th St.	Kremmling	CO	80459
31516	468 Hwy 491	Dove Creek	CO	81324
31573	1395 N Peoria Street	Aurora	CO	80011-6208
31666	PO Box 532	Ignacio	CO	81137
31885	555 Crystola Street	Calhan	CO	80808-8600
32736	502 E 8th Avenue. Unit 1	Yuma	CO	80759-2140
			CO Count	

Board of Trustees Meeting

Date: January 23, 2024
Subject: January 9, 2024 Regular Meeting Minutes

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

BACKGROUND / DISCUSSION

Minutes for the January 9, 2024 Regular Meeting.

STAFF RECOMMENDATION

Staff have identified the following for Board consideration:

1. Approve the January 9, 2024 Minutes with the Consent Agenda.
2. Remove the January 9, 2024 Minutes from the Consent Agenda and further consider as an action item.

ATTACHMENTS

1. 01.09.2024 Minutes



BOARD OF TRUSTEES
January 9, 2024
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Minutes

A. CALL TO ORDER

Mayor Pro Tem Macdonald called the meeting to order at 6:30 p.m.

1. Pledge of Allegiance

Mayor Pro Tem Macdonald asked all to rise for the pledge of allegiance.

2. Roll Call

The Clerk noted a quorum with the following roll:

Mayor Chaussee – absent

Mayor Pro Tem Macdonald – present

Trustee Mason – present

Trustee Gaiter – present

Trustee Dailey – present

Trustee Wiegand – present

Trustee Tietz – virtual attendance noted

3. Amendments to Agenda

Mayor Pro Tem Macdonald called for amendments to the agenda. Trustee Gaiter moved to add item C.5, a presentation from Town staff regarding elevated water turbidity levels, to the agenda. The motion was approved with unanimous consent.

4. Conflict of Interest

Mayor Pro Tem Macdonald asked if there were any conflicts of interest on agenda items; there were none.

5. Presentation from Staff

Mayor Pro Tem Macdonald invited members from Town staff to present on elevated water turbidity levels. Ms. Patti Garcia, Town Administrator, and Ms. Meagan Smith, Deputy Director of Public Works, presented this item and responded to questions from the Board.

B. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Pro Tem Macdonald invited public comment. Greg Stonecipher and Mario Quinonez provided public comment.

2. Proclamation

Mayor Pro Tem Macdonald proclaimed January 15, 2024 and Martin Luther King Jr. Day. Trustee Gaiter received this proclamation on behalf of the Town.

C. CONSENT AGENDA

1. December 12, 2023 Regular Meeting Minutes
2. Resolution No. 01-2024: Posting Public Notice
3. Resolution No. 02-2024: Approving a Three-mile Plan for Municipal Annexations
4. Resolution No. 03-2024 - A Resolution Approving an Amendment to the Baker Tilly US, LLP Engagement Letter to Provide Financial Management Services to the Town of Wellington

Mayor Pro Tem Macdonald called for a motion on the Consent Agenda.

Trustee Dailey moved to approve the Consent Agenda. Trustee Gaiter seconded.

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

Nays: N/A

D. ACTION ITEMS

1. Public Hearing: Saddleback Subdivision First Replat

After a statement regarding remote participation of Board members for quasi-judicial proceedings from the Town Attorney, Mr. Dan Sapienza, Mayor Pro Tem Macdonald invited Mr. Cody Bird, Director of Planning, to present this item. Due to virtual attendance, Trustee Tietz did not participate during this item.

Mr. Bird provided an overview of public hearing procedures to be employed for deliberations on this item and responded to questions from the Board, along with Mr. Sapienza.

Mayor Pro Tem Macdonald called for disclosures of conflicts of interest and ex parte communications on this item; there were none.

Mayor Pro Tem Macdonald opened the Public Hearing on this item at 7:13 p.m.

Mr. Bird, Mr. Bob Gowing, Director of Public works, and the applicant, Mr. Darren Roberson, further presented on this item and responded to questions from the Board.

Mayor Pro Tem Macdonald called for public comment on this item; there was none.

Mayor Pro Tem Macdonald closed the public hearing on this item at 7:37 p.m.

Mayor Pro Tem Macdonald invited closing applicant and staff comments. Mr. Bird provided closing comments.

2. Ordinance No. 01-2024: Approving a Final Subdivision Plat for Saddleback Subdivision First Replat and Approving Amendments to the Development Agreement

Mayor Pro Tem Macdonald invited Mr. Bird to present this item. Mr. Bird presented this item and responded to questions from the Board. Due to virtual attendance, Trustee Tietz did not participate during this item.

Mayor Pro Tem Macdonald called for a motion on this item.

Trustee Dailey moved to adopt Ordinance No. 01-2024 approving a final subdivision plat for Saddleback Subdivision first replat and approving the second amendment to the Saddleback Subdivision Plat. Mayor Pro Tem Macdonald seconded.

Trustee Mason called for a point of order regarding the need to establish findings with an approval. Mr. Bird and Mr. Sapienza provided clarifying comments.

Mayor Pro Tem Macdonald called for final comments and deliberation from the Board. The Board further deliberated on this item.

Yeas: Dailey, Macdonald, Wiegand, Mason, Gaiter

Nays: N/A

The motion carried unanimously and Ordinance No. 01-2024 approved a final subdivision plat for Saddleback Subdivision first replat and the second amendment to the Saddleback Subdivision Plat.

3. Resolution 04-2024: A Resolution Levying General Property Taxes for the Taxable Year 2023 to Defray Costs of Government for the Town of Wellington, Colorado, for the Calendar Year Beginning January 1, 2024 and ending January 31, 2024

Mayor Pro Tem Macdonald invited the Town Administrator, Ms. Patti Garcia, to present this item. Ms. Garcia presented this item and responded to questions from the Board.

Mayor Pro Tem Macdonald called for public comment on this item; there was none.

Mayor Pro Tem Macdonald called for a motion on this item.

Trustee Mason moved to approve Resolution No. 04-2024. Trustee Gaiter seconded.

Mayor Pro Tem Macdonald called for further comments on this item, and the Board further deliberated this item.

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

Nays: N/A

The motion carried unanimously and Resolution No. 04-2024 was approved.

4. Resolution No. 05-2024: A Resolution Amending the Town Administrator Contract
Mayor Pro Tem Macdonald moved to table consideration of this item to the January 23, 2024 meeting. Trustee Dailey seconded.

Mayor Pro Tem Macdonald called for further discussion on this item.

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

Nays: N/A

The motion carried unanimously and the item was tabled to the January 23, 2024 Regular Meeting.

E. REPORTS

1. Town Attorney

No report.

2. Town Administrator

No report.

3. Staff Communications

Mayor Pro Tem Macdonald called for questions from the Board on Staff Communications. The Board asked questions, to which Ms. Garcia responded.

- a. Monthly Utility Report through November 2023
- b. CORA Report (Quarter 4, 2023)
- c. LCSO Report (November)
- d. Report of Bills (November)
- e. 4th Quarter 2023 Residential Building Permit and Lot Inventory Report

4. Board Reports

Mayor Pro Tem Macdonald called for Board reports:

Wiegand – reported on meetings with Larimer County Behavioral Health.

Tietz – reported on National Law Enforcement Day, thanking the Larimer County Sheriff’s Office and its deputies.

Gaiter – reported on an update to transportation in Wellington and a meeting with members of the Town’s Hispanic community.

Dailey – reported on the Town’s imminent election and avenues for residents to participate.

Mason – reported on Larimer County Opioid Abatement Council events and grants.

F. ADJOURN

Mayor Pro Tem Macdonald called for a motion to adjourn the meeting.

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

Yeas: Gaiter, Wigand, Mason, Dailey, Tietz, Macdonald

Nays: N/A

Mayor Pro Tem Macdonald adjourned the meeting at 8:07 p.m.

Ethan Muhs, Town Clerk

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

Board of Trustees Meeting

Date: January 23, 2024

Subject: Resolution No. 05-2024: A Resolution of the Town of Wellington Making An Appointment to the Wellington Housing Authority

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

BACKGROUND / DISCUSSION

On January 9, 2024, the Board of Trustees interviewed the sole applicant, Ms. Amy Comstock, for a vacancy on the Wellington Housing Authority with a term expiring in December 2025. This resolution memorializes the Board's will to appoint Ms. Comstock following the interview.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

1. Approve Resolution No. 05-2024 via the Consent Agenda.
2. Remove Resolution No. 05-2024 from the Consent Agenda and consider further as an Action Item.

ATTACHMENTS

1. Reso 05-2024 - WHA Appointment

TOWN OF WELLINGTON

RESOLUTION NO. 05-2024

A RESOLUTION OF THE TOWN OF WELLINGTON, COLORADO MAKING AN
APPOINTMENT TO THE WELLINGTON HOUSING AUTHORITY

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado (the "Board") has adopted and reenacted the Wellington Municipal Code (the "Code"); and

WHEREAS, the Code provides for the appointment of a Wellington Housing Authority member as called for by Chapter 2, Article 8; and

WHEREAS, Section 2-8-30 of the Code provides that membership terms of members of the Wellington Housing Authority shall be five (5) year staggered terms; and

WHEREAS, the Wellington Housing Authority currently has one (1) vacant seat with a term expiring December 2025; and

WHEREAS, The Town accepted applications for candidates to fill the vacant seat; and

WHEREAS, the candidate was interviewed in January 2024 and recommendations were made to fill the vacancy.

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

1. Ms. Amy Comstock is hereby appointed to the Wellington Housing Authority to fill a vacancy with a term commencing at the first meeting of the Wellington Housing Authority in February 2024 and ending December 2025.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of January 2024.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Board of Trustees Meeting

Date: January 23, 2024
Subject: Resolution No. 09-2024 CIP Fleet Vehicle Purchase Approval

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

BACKGROUND / DISCUSSION

A request is being made to proceed with the purchase of a new vehicle for the Streets Division of Public Works. This purchase is included in the approved 2024 budget, as shown in Street Fund G/L 211-80-5046 in the amount of \$60,000. The proposed cost is \$59,767.00, through the Sourcewell program, which is a State of Colorado program that provides value-priced material (including vehicles), for state and local government agencies.

This truck will be used to meet the Town's street maintenance goals in relation to the 106 street lane miles the Streets Division oversees and maintains. The Town solicited quotes from three local dealerships, and received one quote due to inventory constraints within the Sourcewell program. The proposed vendor is Ken Garff Ford Greeley.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

1. Approve Resolution No. 09-2024 via the Consent Agenda.
2. Remove Resolution No. 09-2024 from the Consent Agenda and consider further as an Action Item.

ATTACHMENTS

1. Reso 09-2024 - Vehicle Procurement
2. F250WELLINGTON

TOWN OF WELLINGTON

RESOLUTION NO. 09-2024

A RESOLUTION OF THE WELLINGTON BOARD OF TRUSTEES CONSIDERING THE PROCUREMENT OF THE 2024 CIP BUDGETED FLEET VEHICLE FOR THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the Board of Trustees adopted the 2024 Budget on December, 12 2023; and

WHEREAS, the budget identifies \$60,000 for the procurement of a fleet vehicle; and

WHEREAS, the Board of Trustees desires to approve the budgeted procurement of a fleet vehicle for the Public Works Department.

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

1. The request for procurement of the 2024 CIP budgeted vehicle purchase is hereby approved.
2. A copy of the solicited quote is attached hereto.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of January, 2024.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Ken Garff Ford Lincoln Ft Collins



4809 S College Ave
Ft Collins, CO 80525
(970) 226-3673
www.kengarfffordfortcollins.com

BUYER		CO-BUYER		Deal #:		8896	
TOWN OF WELLINGTON 3735 CLEVELAND AVE WELLINGTON, CO 80549 Home #: (970) 568-3381 Email:				Deal Type:		Retail	
				Deal Date:		01/10/2024	
				Print Time:		02:55pm	
				Salesperson:			
VEHICLE							
New	☒	Stock #:	Description:	VIN:	Mileage:		
Used	☐	REC23530	2024 FORD TRUCK S-DTY F-250	1FT8W2BN5REC23530			
Demo	☐						
TRADE							
AFTERMARKETS							
Total Aftermarkets: \$ 0.00				MSRP:		\$ 62,850.00	
				Dealer Discount:		\$ 3,083.00	
				Selling Price:		SOURCEWELL PRICE \$ 59,767.00	
				Total Trade Allowance:		\$ 0.00	
				Total Trade Payoff:		\$ 0.00	
				Net Trade-In:		\$ 0.00	
				Cash Down Payment + Deposit:		\$ 0.00	
				Doc Fee:		\$ 0.00	
				State & Local Taxes:		\$ 0.00	
				Total License and Fees:		\$ 0.00	
				Total Financed Aftermarkets:		\$ 0.00	
				Service Agreement:		\$ 0.00	
Maintenance Agreement:		\$ 0.00					
GAP Insurance:		\$ 0.00					
Other:		\$ 0.00					
Amount Financed:		\$ 59,767.00					
Rate: 0.00% Amount Financed: \$ 59,767.00							

Board of Trustees Meeting

Date: January 23, 2024
Subject: Resolution No. 07-2024: Approving an Intergovernmental Agreement Between the Town of Wellington, the Town of Berthoud and the Town of Timnath Concerning a Joint Agreement for Animal Control Services with NOCO Humane

- **Presentation:** Cody Bird, Director of Planning
- **Guests:** Judy Calhoun and Rigo Neira, NOCO Humane

BACKGROUND / DISCUSSION

- The Town has partnered with NOCO Humane (formerly “Larimer County Humane Society”) to provide services to meet the Town’s animal sheltering needs and support for animal control services. The last service agreement was updated January 2020 and has been in place since.
- In 2022, NOCO Humane proposed a Joint Agreement with other Northern Colorado communities (Berthoud, Timnath and Wellington along with NOCO Humane) as a way for smaller municipalities to utilize the infrastructure, staffing and equipment resources already available through NOCO Humane, and share those costs among multiple municipalities to keep the cost of service lower for all.
- Berthoud and Timnath chose to pursue the Joint Agreement option with NOCO Humane for 2023 and entered into an Intergovernmental Agreement (IGA) agreeing to partner for animal control services.
- Wellington evaluated the Joint Agreement proposal as part of the Town’s budget process for 2024 and recommended that it represented a good value for the Town and will continue to meet the animal control needs of the Town.
- Berthoud and Timnath and NOCO Humane have all agreed to include Wellington in the IGA and to participate in the sharing of services and costs.
- The attached IGA has been reviewed and recommended for approval by the staff of all parties. Berthoud and Timnath are both expected to approve the attached IGA at their respective Board meetings scheduled for January 23, 2024.
- Town staff recommends approval of the attached IGA as presented for the Town to enter into the Joint Agreement for Animal Control Services (the Joint Agreement is presented as a separate agenda item).

STAFF RECOMMENDATION

Town staff has identified the following motion options for Board consideration:

1. Move to approve Resolution No. 07-2024 approving the Intergovernmental Agreement for Animal Control Services.
2. Move to approve Resolution No. 07-2024 approving the Intergovernmental Agreement for Animal Control Services, with amendments.
3. Move to postpone consideration of Resolution No. 07-2024 to a future meeting date.
4. Move to deny Resolution No. 07-2024.

ATTACHMENTS

1. Resolution No. 07-2024: Approving an Intergovernmental Agreement for Animal Control Services
2. Intergovernmental Agreement for Animal Control Services

TOWN OF WELLINGTON

RESOLUTION NO. 07-2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO APPROVING ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BERTHOUD, COLORADO AND THE TOWN OF TIMNATH, COLORADO CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES WITH NOCO HUMANE (FORMERLY LARIMER HUMANE SOCIETY)

WHEREAS, the Town of Berthoud, Colorado and the Town of Timnath, Colorado previously entered into an Agreement for animal control services with NOCO Humane (formerly Larimer Humane Society) (the “Agreement”); and

WHEREAS, the Town of Wellington desires to become a party to Agreement to expand Animal Control Services within the Town and as a means to reduce costs for services for all parties to the Agreement; and

WHEREAS, the Town of Berthoud, Colorado and the Town of Timnath, Colorado and NOCO Humane (formerly Larimer Humane Society) all consent to the Town of Wellington entering into the Agreement; and

WHEREAS, the Town of Wellington’s Board of Trustees desires to collaborate with the Parties to the Agreement, agrees to the proposed Agreement, and wishes to memorialize this agreement.

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

1. The Agreement is hereby approved.
2. A copy of the Agreement is attached hereto and made a part hereof.
3. The Town Administrator of the Town is hereby authorized to execute the Agreement on behalf of the Town.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of January, 2024.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF BERTHOUD AND THE TOWN OF TIMNATH
CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES
WITH LARIMER HUMANE SOCIETY**

THIS SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BERTHOUD AND THE TOWN OF TIMNATH CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES WITH LARIMER HUMANE SOCIETY (the “Second Amendment”) is entered into on this ____ day of _____, 2024, by and between the TOWN OF BERTHOUD (“BERTHOUD”), the TOWN OF TIMNATH (“TIMNATH”), and the TOWN OF WELLINGTON (“WELLINGTON”). BERTHOUD, TIMNATH, and WELLINGTON are referred to herein collectively as the “Parties” or the “Towns” or individually as a “Party” or a “Town”.

RECITALS:

WHEREAS, BERTHOUD is a municipality located in both Larimer County, Colorado and Weld County, Colorado;

WHEREAS, TIMNATH is a municipality located in both Larimer County, Colorado and Weld County, Colorado;

WHEREAS, WELLINGTON is a municipality located in Larimer County, Colorado;

WHEREAS, at the present time, BERTHOUD, TIMNATH, and WELLINGTON provide some of their own animal control services, and each Town also has an arrangement with NOCO HUMANE (formerly known as the Larimer Humane Society) that NOCO HUMANE will provide certain animal-related services to the Town the Towns;

WHEREAS, NOCO HUMANE is a non-profit entity under 501(c)(3) of the Internal Revenue Code serving Northern Colorado communities through a broad range of animal-related issues, such as animal control, care, sheltering, impound, lost and found, and licensing;

WHEREAS, the Parties want to achieve shared efficiencies and benefits by collaborating and cost-sharing as to the animal control services described herein, as well as state their intent, agreement, rights, and obligations related thereto;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other;

WHEREAS, under C.R.S. § 29-1-203, the Parties entered into an Intergovernmental Agreement Between the Town of Berthoud and the Town of Timnath Concerning a Joint Agreement for Animal Control Services with Larimer Humane Society in 2022 (the Original Agreement”) as amended by the First Amendment to Intergovernmental Agreement Between the Town of Berthoud and the Town of Timnath Concerning a Joint Agreement for Animal Control Services with Larimer Humane Society entered into in or around December 2022 (“First Amendment” and together with the Original Agreement, the “Agreement”);

WHEREAS, the Town of Berthoud and the Town of Timnath wish to include the Town of Wellington as a party to the Agreement;

WHEREAS, the Agreement states that the Towns will annually agree on how to split the costs of Animal Control Services from the NOCO Humane (the “Society”); and

WHEREAS, the Parties would like to agree to an updated split of fees for 2024. Any provisions of the Agreement not addressed in this Second Amendment shall remain unchanged.

Now therefore for good and valuable consideration, the Parties agree as follows.

1. The Title of the Agreement is hereby amended to read: THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BERTHOUD, THE TOWN OF TIMNATH, AND THE TOWN OF WELLINGTON CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES WITH LARIMER HUMANE SOCIETY (NOW KNOWN AS NOCO HUMANE).

2. Paragraph 4 of the Agreement is hereby amended to read in its entirety:

4. Cost and information sharing. The Parties shall each fund the total annual obligation set forth in the Joint Agreement in their respective annual budget based on a split to which they will agree annually, with the split in 2024 as follows:

Berthoud	\$52,256.00
Timnath	\$27,353.00
Wellington	\$19,694.00

Any report that the NOCO Humane provides a Party pursuant to the Joint Agreement is not confidential and shall be shared between the Parties.

3. The Agreement shall continue in full force and effect except as hereby amended.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed the day and year first written above.

TOWN OF BERTHOUD

By _____
William Karspeck, Mayor

ATTEST:

Christian Samora, Town Clerk

APPROVED AS TO FORM:

Erin Smith, Attorney for Town

TOWN OF TIMNATH

By _____
Mark Soukup, Mayor

ATTEST:

Milissa Peters-Garcia, Town Clerk

APPROVED AS TO FORM:

Carolyn R. Steffl, Attorney for Town

TOWN OF WELLINGTON

By _____
Patti Garcia, Town Administrator

ATTEST:

Ethan Muhs, Town Clerk

APPROVED AS TO FORM:

Dan Sapienza, Legal Advisors LLC,
Attorney for Town

Board of Trustees Meeting

Date: January 23, 2024

Subject: Resolution No. 08-2024: Approving a Joint Agreement for Animal Control Services with NOCO Humane

- **Presentation:** Cody Bird, Director of Planning
- **Guests:** Judy Calhoun and Rigo Neira, NOCO Humane

BACKGROUND / DISCUSSION

- The Town has coordinated with NOCO Humane (formerly “Larimer County Humane Society”) and the communities of Berthoud and Timnath to allow Wellington to enter into an Intergovernmental Agreement (IGA) for Animal Control Services.
- Participation in the IGA enables Wellington to also enter into a Joint Agreement for Animal Control Services that would replace the Town’s current service agreement with NOCO Humane.
- The recommended Joint Agreement with NOCO Humane and Berthoud and Timnath is attached.
- The recommended Joint Agreement includes the following benefits to the Town that expand and improve upon the current service agreement with NOCO Humane:
 - Public can call NOCO Humane directly to request service (previously required referral from the Town or Sheriff’s Office)
 - Weekend and after-hours services
 - Specialty trained and equipped uniformed professionals responding to animal calls
 - 24/7 emergency response
 - Expanded quarantine services (such as rabies or bite incidents)
 - Animal licensing
 - Wild animal, livestock, and deceased animal response and services
- The Joint Agreement option was evaluated and recommended during the Town’s 2024 budget process.
- The Town Board approved the 2024 budget with the amount of \$19,694 for animal control services in anticipation of entering into this Joint Agreement. The funding is available to approve the contract.
- The contract is a lump sum amount for 2024. Costs to each municipality are expected to be evaluated and updated as needed each year and will be advised as part of the Town’s budget process.
- The attached Joint Agreement has been reviewed and recommended for approval by the staff of all parties. Berthoud and Timnath are both expected to approve the attached IGA at their respective Board meetings scheduled for January 23, 2024.
- Town staff recommends approval of the attached Joint Agreement as presented.

STAFF RECOMMENDATION

Town staff has identified the below motion options for the Board of Trustees to consider:

1. Move to approve Resolution No. 08-2024 approving a Joint Agreement for Animal Control Services.
2. Move to approve Resolution No. 08-2024 approving a Joint Agreement for Animal Control Services, with amendments.
3. Move to postpone consideration of Resolution No. 08-2024 to a future meeting date.



4. Move to deny Resolution No. 08-2024.

ATTACHMENTS

1. Resolution No. 08-2024: Approving a Joint Agreement for Animal Control Services
2. Joint Agreement for Animal Control Services

TOWN OF WELLINGTON

RESOLUTION NO. 08-2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO APPROVING AN AMENDED AND RESTATED JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES

WHEREAS, the Town of Wellington entered into an Agreement for animal control services (the “Agreement”) with the Town of Berthoud, Colorado, the Town of Timnath, Colorado and NOCO Humane (formerly Larimer Humane Society) (the “Parties”), in 2024; and

WHEREAS, the Parties have proposed an Amended and Restated Joint Agreement for Animal Control Services (the “Joint Agreement”); and

WHEREAS, the Town of Wellington’s Board of Trustees desires to collaborate with the Parties, agrees to the Joint Agreement, and wishes to memorialize this agreement.

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

1. The proposed Joint Agreement is hereby approved.
2. A copy of the Joint Agreement is attached hereto and made a part hereof.
3. The Town Administrator of the Town is hereby authorized to execute the Joint Agreement on behalf of the Town.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of January, 2024.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

AMENDED AND RESTATED JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AMENDED AND RESTATED JOINT AGREEMENT ("Agreement") is made and entered into effective the 1st day of January, 2024 (the "Effective Date"), by and between the Parties, who are: the TOWN OF BERTHOUD ("BERTHOUD"), the TOWN OF TIMNATH ("TIMNATH"), and the TOWN OF WELLINGTON ("WELLINGTON") together on the one hand, and NOCO Humane, formerly known as Larimer Humane Society, a Colorado non-profit corporation, on the other hand. BERTHOUD, TIMNATH and WELLINGTON are referred to collectively as "the Towns" and individually as "Town."

WHEREAS, NOCO Humane is dedicated to the safe and humane treatment of animals consistent with each Town's respective Municipal Code ("the applicable Municipal Code") and policies; and

WHEREAS, the NOCO Humane employs trained, qualified persons to handle animals within its custody; and

WHEREAS, Berthoud and Timnath desired to jointly engage NOCO Humane to furnish animal-control services for the Towns within their respective borders and entered into a Joint Agreement for Animal Control Services with NOCO Humane in February of 2022 ("Joint Agreement"), as well as a corresponding Intergovernmental Agreement between Berthoud and Timnath to share the cost of the Joint Agreement for Animal Control Services ("the IGA"), and the Joint Agreement and the IGA have been in effect since February 2022;

WHEREAS, Wellington recently expressed interest in becoming a party to the Joint Agreement and to the IGA;

WHEREAS, Berthoud, Timnath, and NOCO Humane have agreed that Wellington may become a party to the Joint Agreement and to the IGA and therefor enter into this Agreement, which shall replace the Joint Agreement as to any actions and responsibilities from and after the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Initial Term and Renewal. This Agreement shall be effective, nunc pro tunc, from January 1, 2024 until December 31, 2024 ("the Initial Term"), unless earlier terminated or extended as provided herein. Upon expiration the Initial Term, this Agreement will be deemed to automatically renew for four (4) successive one-year terms subject to paragraphs 16 and 20.a, unless any Town gives written notice to NOCO Humane of intent not to renew at least ninety (90) days prior to expiration. Upon termination, NOCO Humane shall be due and owing all amounts due for services rendered in accordance with this Agreement through the effective date of termination.
2. Services. During the term of this Agreement, NOCO Humane shall:

- a. Provide the Towns with animal shelter services as set forth in paragraph 6, below.
- b. Engage the services of a doctor of veterinary medicine licensed to practice in the State of Colorado to provide twenty-four (24) hour emergency services to animals impounded from the Towns.
- c. Provide an animal control officer to serve the Towns per an enforcement schedule described in paragraph 5.
- d. Provide the animal-control officer with a uniform that clearly identifies the officer as such.
- e. Provide and maintain equipment, instruments, and supplies necessary to the effective, efficient performance of the animal control officer and operation of the shelter.
- f. Provide a public education program in each Town to its residents regarding NOCO Humane's services and each Town's animal-control ordinances.
- g. Furnish to each Town's residents humane animal traps for trapping domestic animals, and, at the discretion of NOCO Humane, trapping wild animals, subject to the residents' payment of a deposit, daily rental fee, and availability.
- h. Retrieve and dispose of dead animals weighing less than one hundred pounds (100 lbs) from public areas, including streets and parks. For purposes of this Agreement, public areas include Town owned property held open and made accessible to the public for recreational activities. Private property and open spaces owned and maintained by private citizens, businesses, associations, and corporations are specifically excluded from this paragraph.
- i. Upon the payment of a pre-determined fee based on the animal's weight, dispose of dead dogs, cats, and other animals of similar size that are brought to NOCO Humane's facilities by each Town's residents.
- j. Respond to calls regarding livestock within each Town and remove livestock from roadways and temporarily confine or restrain livestock, if possible, pending action by the applicable Town's Police Department or State Brand Inspector.
- k. Retrieve sick, injured, and orphaned wildlife of a size smaller than an adult coyote.
- l. Establish procedures to address each Town's residents' complaints regarding NOCO Humane's services and correct deficiencies, if any. Such procedures shall provide that complaints be reviewed by NOCO Humane's personnel not directly involved in the situation giving rise to the complaint and, if a satisfactory resolution cannot be reached, for mediation by a disinterested third party. Each Town shall immediately forward all residents' complaints to

NOCO Humane for resolution according to the procedures established pursuant to this subparagraph.

3. Compensation. In consideration of the services provided by NOCO Humane hereunder, the Towns shall pay NOCO Humane the total sum of ninety-nine thousand three hundred and three dollars (\$99,303), per the terms of the IGA. Said sum shall be paid in twelve (12) monthly installments of eight thousand two hundred and seventy-five dollars and twenty-five cents (\$8,275.25) on or before the 15th day of the month for which such installment is owed.
4. Commission to Enforce Ordinances. Each Town's Chief of Police, or its equivalent, shall commission NOCO Humane's animal-control officers to enforce the Town's animal-control ordinances in the applicable Municipal Code. All costs associated with such commissions shall be paid by the applicable Town. The commissioned animal-control officers shall be authorized to serve summonses and complaints, which shall be filed in the local municipal court. Each Town shall instruct said officers regarding enforcement of the Town's animal-control ordinances. Said officers shall not enforce or be authorized to enforce any Town ordinance other than those related to animal control.
5. Enforcement Schedule.
 - a. Regular Schedule. One (1) animal-control officer and vehicle shall be in service eight (8) hours per day, five (5) days per week on a schedule mutually agreed upon by the Parties (the "Regular Schedule"), provided, however, that this requirement may be waived for exigent circumstances (e.g., weather conditions). NOCO Humane shall notify the Towns as soon as practicable when unable to place an animal control officer in service due to exigent circumstances. Service schedules shall be based upon call load studies of NOCO Humane's animal control activities within the Towns and shall be flexible to enable NOCO Humane to provide animal control services to the Towns in the most effective and efficient manner. Notwithstanding anything herein to the contrary, NOCO Humane shall not be required to provide services on Christmas, Thanksgiving, or New Year's Day if designated as a holiday pursuant to subparagraph 5.c, below.
 - b. Emergencies. As set forth below, NOCO Humane shall provide the Towns with services outside of the Regular Schedule for Emergencies, as defined below. Time spent on Emergencies may be flexed from regular duty hours. An animal control officer shall not be required to be within the Towns while on call to provide emergency services, provided, however, that such officer must be able to respond to Emergencies within the Towns in a timely manner. The following shall constitute Emergencies requiring services:
 - (i) Injured domestic animals. NOCO Humane shall attempt to provide emergency medical treatment to all injured domestic animals. Injured animals that, in the opinion of a licensed veterinarian, have sustained terminal injuries and are suffering may be euthanized prior to the end

of the impoundment period set forth by applicable statute or Municipal Code.

- (ii) Animals acting in a vicious manner, if defined in the applicable Municipal Code.
 - (iii) An animal whose owner has been detained by law-enforcement officials or any governmental agency and whose welfare depends on being placed into protective custody. If the owner is arrested, impoundment fees may apply. Where protective custody is taken of an animal in the event of an emergency or natural disaster, impoundment fees may be waived.
 - (iv) Any other situation reasonably deemed to be an emergency by the applicable Police Chief or its equivalent and approved by NOCO Humane's Chief Executive Officer or Director of Animal Protection and Control and reasonably related to the services provided hereunder.
 - (v) Pick up of stray domestic animals in custody when another solution cannot be found.
 - (vi) Pick up sick and/or injured wild animals (coyote or smaller) which pose a health or safety risk to the public.
- c. Holidays. NOCO Humane may designate up to ten (10) days per year as holidays on which calls relating to animal control shall be handled on an emergency basis only, provided, however, that no two days in a row shall be designated as holidays unless one of the two days is Christmas Day or Thanksgiving Day, and provided further, that the Fourth of July shall not be designated as a holiday due to the many animal-related problems that occur on that day.

6. Animal Shelter Operation.

- a. NOCO Humane shall operate an animal shelter at 3501 East 71st Street, Loveland, Colorado. In operating the shelter, NOCO Humane shall:
- (i) Comply with all applicable laws, regulations, ordinances, and administrative directives.
 - (ii) Provide and maintain such facilities, instruments, and equipment necessary to operate the shelter in a sanitary, safe, and efficient manner.
 - (iii) Accept from the Towns dogs, cats, and other animals of similar size for impoundment.
 - (iv) Establish, keep, and maintain a daily register and case history of all animals impounded from the Towns and released from the shelter on

forms mutually acceptable to the Parties. Said registry shall meet the requirements of the applicable Municipal Code.

- b. NOCO Humane shall not release or otherwise dispose of any non-suffering animal impounded at the shelter before the impoundment periods prescribed by the applicable statute or Municipal Code have been satisfied.
- c. In the event any animal is held for the purpose of observation for the presence of rabies, the animal shall be held for such time as directed by the Town, which time shall not be less than ten (10) days or such greater time as may be provided in the applicable Municipal Code and Colorado Revised Statutes. Any compensation received by a Town from an owner for the holding of an animal as provided in this paragraph shall be paid to NOCO Humane.
- d. No animal shall be released to its owner by NOCO Humane unless all requirements of the applicable Municipal Code, including owner's payment of impoundment fees and license fees, have been complied with. Notwithstanding the above, NOCO Humane shall be entitled to waive impoundment fees in the case of hardship or protective custody.
- e. NOCO Humane shall submit reports to the Towns on a quarterly and annual basis that include the following information, by Town, in regard to the previous quarter or year, as applicable:
 - (i) Number of licenses issued.
 - (ii) Number of calls for NOCO Humane services.
 - (iii) Average response time per call for non-priority calls and priority calls.
 - (iv) Number of animals impounded.
 - (v) Number of impound days for animals impounded.
 - (vi) Number of hours spent by NOCO Humane personnel on priority and non-priority calls.
 - (vii) Number of animals euthanized on premises.
 - (viii) Number of residents participating in NOCO Humane educational programs.
 - (ix) Number of complaints received from residents regarding enforcement or other services provided by NOCO Humane and the disposition of such complaints.
- f. NOCO Humane shall provide the Towns with quarterly and annual financial reports by Town that shall include, without limitation, an accounting of all license and impoundment fees collected hereunder.

- g. NOCO Humane shall routinely send to the Towns copies of all special reports or studies that NOCO Humane provides to its members or the public.
- 7. Audits.
 - a. NOCO Humane shall cause an independent accounting audit to be performed by a certified public accountant on an annual basis at NOCO Humane's sole cost. A copy of the audit shall be available to the Towns.
 - b. NOCO Humane agrees to make its financial and statistical records available to the Towns upon request for the purpose of conducting an audit to assess NOCO Humane's performance of the terms of this Agreement. Such audit shall be conducted during NOCO Humane's normal business hours on NOCO Humane's premises at the sole cost of the Towns.
- 8. Weapons.
 - a. The animal control officer shall not carry guns, rifles, or firearms, other than tranquilizer guns, while working within the Towns. In the event the animal control officer finds it necessary to use a weapon to destroy a vicious animal, the officer shall notify the applicable Police Department to respond and assist prior to the animal's destruction.
 - b. The animal-control officer may carry collapsible batons and pepper spray for the sole purpose of defending themselves against vicious animals. Said officer shall be required to attend and successfully complete training on the use of collapsible batons and pepper spray.
- 9. License and Impoundment Fees. NOCO Humane shall charge and collect all license fees established by each Town's Board or Council. All other fees, including impoundment fees and cost of care fees, related to NOCO Humane's operation shall be established pursuant to the applicable Municipal Code, as amended from time to time. NOCO Humane shall be entitled to retain all license, impoundment, and cost of care fees collected hereunder.
- 10. Legal Process. When appropriate, NOCO Humane shall write and serve legal process upon persons desiring to reclaim impounded animals.
- 11. Court Fines. The parties understand and agree that all fines collected by the applicable Municipal Court resulting from a criminal violation of the applicable Municipal Code shall be retained by the Towns.
- 12. Timely Performance. The parties understand and agree that the timely performance of the provisions of this Agreement is of the essence, and the failure of any party to so perform shall constitute a breach of this Agreement.
- 13. Applicable Municipal Code. NOCO Humane shall comply with all provisions of the Municipal Code applicable in each Town, as amended from time to time, and available

via the Town's website. The parties acknowledge that the terms and conditions of this Agreement are, in part, based upon NOCO Humane's expectation that the Town's ordinances in the applicable Municipal Code authorizing license and impoundment fees shall remain in effect and that NOCO Humane may retain said fees in accordance with paragraph 9 above.

14. Monitoring and Evaluation. The Towns reserve the right to monitor and evaluate NOCO Humane's performance to ensure that the terms of this Agreement are being satisfactorily met in accordance with their and other applicable monitoring and evaluating criteria and standards. NOCO Humane shall cooperate with the Towns relating to such monitoring and evaluation.
15. Independent Contractor. The parties agree that NOCO Humane shall be an independent contractor and shall not be an employee, agent, or servant of the Towns. **NOCO Humane is not entitled to workers' compensation benefits from the Towns and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, if applicable.** NOCO Humane shall be solely responsible for NOCO Humane's employees' compensation and benefits.
16. Appropriation. This Agreement shall be subject to annual appropriation and budget by each Town. The Towns shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made. NOCO Humane shall have no obligation to continue this Agreement in any fiscal year in which any Town fails to make such appropriation.
17. Insurance.
 - a. Comprehensive General Liability Insurance. NOCO Humane shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring NOCO Humane and naming each Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the services with at least Two Million Dollars (\$2,000,000) each occurrence.
 - b. Comprehensive Automobile Liability Insurance. NOCO Humane shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring NOCO Humane and naming each Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by NOCO Humane which are used in connection with this Agreement, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least Two Million Dollars (\$2,000,000).
 - c. Other Insurance. During the term of this Agreement, NOCO Humane shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.
 - d. Terms of Insurance.

- (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+ as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as NOCO Humane deems reasonable for the Services, but in no event greater than Twenty Thousand Dollars (\$20,000). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Towns. NOCO Humane shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal NOCO Humane changes to "occurrence," NOCO Humane shall carry a 182 day tail. NOCO Humane shall not do or permit to be done anything that shall invalidate the policies.
 - (ii) The policies described in subparagraphs 17.a and b above shall be for the mutual and joint benefit and protection of NOCO Humane and the Towns. Such policies shall provide that the Towns, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of NOCO Humane, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Towns may carry.
 - e. Evidence of Coverage. Before commencing work under this Agreement, NOCO Humane shall furnish to the Towns certificates of insurance policies evidencing insurance coverage required by this Agreement. NOCO Humane understands and agrees that the Towns shall not be obligated under this Agreement until NOCO Humane furnishes such certificates of insurance.
- 18. Governmental Immunity Act. Nothing herein shall be deemed to be a waiver of any sovereign immunity or the limitations on liability or the protections afforded each Town as set forth in the Colorado Governmental Immunity Act or other applicable laws granting similar protection.
- 19. Termination.
 - a. For Convenience. Upon expiration the Initial Term, this Agreement will be deemed to automatically renew for four (4) successive one-year terms subject to paragraphs 16 and 20.a, unless the Towns give written notice to NOCO Humane of intent not to renew at least ninety (90) days prior to expiration. Upon termination, NOCO Humane shall be due and owing all amounts due for services rendered in accordance with this Agreement through the effective date of termination.
 - b. For Cause. If, through any cause, any party fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this

Agreement, or violates any applicable law, any non-breaching party shall have the right to terminate this Agreement for cause upon thirty (30) days written notice; provided, however, that the breaching party shall have the right to cure such breach within said thirty (30) day period. In the event of such termination by any Town or by NOCO Humane, the Towns shall be liable to pay their respective payment amounts pursuant to the IGA to NOCO Humane for services performed as of the effective date of termination. In no event shall any Town be liable to pay amounts owed by another Town pursuant to this Agreement.

20. Renewal.

- a. The Towns and NOCO Humane shall annually renegotiate the compensation due under paragraph 3 based upon the prior year's experience so that the Towns can budget and appropriate for the next fiscal year.
- b. If the parties are unable to reach an agreement for the next year by the end of the year covered by this Agreement, then upon the expiration of the term of this Agreement, and notwithstanding the requirement in Sec. 19.a. for 180 days notice, the parties may agree to extend this Agreement on a month-to-month basis, and the Towns shall pay to NOCO Humane their respective payment amounts (pursuant to the IGA) of the monthly sum set forth in paragraph 3 above for each month the services are performed.

21. Notices. Written notices required under this Agreement, and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Towns:

Chris Kirk, Town Administrator
Town of Berthoud
807 Mountain Avenue
Berthoud, CO 80513
Phone: (970) 344-5819
E-Mail: CKirk@berthoud.org

Aaron Adams, Town Manager
4750 Signal Tree Drive
Timnath CO, 80547

Patti Garcia, Town Administrator
Town of Wellington
P.O. Box 127
Wellington, CO, 80549

If to NOCO Humane:

Chief Executive Officer
NOCO Humane
3501 East 71st Street
Loveland, CO 80538

22. Miscellaneous.

- a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.
- b. Assignability. NOCO Humane shall not assign this Agreement without the prior written consent of the Towns.
- c. No Waiver. No waiver of any breach of this Agreement shall be held or construed to be a waiver of any subsequent breach thereof.
- d. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- e. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- f. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- g. Entire Agreement. This Agreement contains the entire agreement and supersedes any prior agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.
- h. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

(Signature page to follow)

TOWN OF BERTHOUD

By _____
Christopher Kirk, Town Administrator

ATTEST:

Christian Samora, Town Clerk

APPROVED AS TO FORM:

Erin Smith, Attorney for Town

TOWN OF TIMNATH

By _____
Aaron Adams, Town Manager

ATTEST:

Milissa Peters-Garcia, Town Clerk

APPROVED AS TO FORM:

Carolyn Steffl, Attorney for Town

TOWN OF WELLINGTON

By _____
Patti Garcia, Town Administrator

ATTEST:

Ethan Muhs, Town Clerk

APPROVED AS TO FORM:

Dan Sapienza, Legal Advisors LLC,
Attorney for Town

NOCO HUMANE

By: _____
Judy Calhoun, CEO

ATTEST:

Rigo Neira,
Director of Animal Protection & Control

APPROVED AS TO FORM:

Tracy Oldemeyer, Attorney for NOCO Humane

Board of Trustees Meeting

Date: January 23, 2024
Subject: Continued - Ordinance No. 02-2024: Approving Sage Farms Annexation and Village at Sage Farms Annexation; Establishing Zoning as Planned Unit Development (PUD); Approving Annexation Agreements; and Establishing Vested Development Rights

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

BACKGROUND / DISCUSSION

At the August 22, 2023 Board of Trustees meeting, the Board was presented with petitions requesting annexation of properties identified as Sage Farms Annexation and the Village at Sage Farms Annexation, together, 300.52 acres of land located between CO Highway 1 and BNSF Railroad, and G.W. Bush Ave. and CR 58 (vicinity map attached). The Board conducted a required public hearing to consider the annexations, the proposed zoning map for the property, and establishment of vested development rights requested by the Developer. Following testimony presented, the Board closed the public hearing and adopted Resolution No. 20-2023 and Resolution No. 21-2023 finding that the requirements of the State Constitution and State Statutes have been met for annexation and finding that the properties are eligible for annexation.

The agenda item was subsequently continued to September 26, 2023, December 12, 2023, and again to January 23, 2024 to allow additional time for coordinating details for ownership, operation and maintenance of the existing non-potable irrigation wells to meet the irrigation needs of the development. The Board of Trustees held a work session on January 16, 2024 and provided direction on topics involving the non-potable irrigation wells.

Information, staff reports and supporting documentation for the annexation and zoning requests and work session were included in past Board of Trustees agenda packets and are available on the Town's website at the below links:

- August 22, 2023 – <https://wellingtoncolorado.gov/Archive.aspx?ADID=777>
- September 26, 2023 – <https://wellingtoncolorado.gov/Archive.aspx?ADID=799>
- December 12, 2023 – <https://wellingtoncolorado.gov/Archive.aspx?ADID=843>
- January 16, 2023 (work session) – <https://wellingtoncolorado.gov/Archive.aspx?ADID=866>

Other supporting information not included with this report or available through the above links can be provided upon request.

The Board of Trustees referred the requested annexation to the Planning Commission for review and to form a recommendation on the annexation. The Planning Commission considered the annexation request at its August 7, 2023 meeting. The Planning Commission voted unanimously to recommend approval of annexing the property to the Town. The Planning Commission's unanimous recommendation was also to recommend approval of the Zoning Map for Sage Farms PUD as the zoning for the property.



Town staff and the Planning Commission have recommended annexing the property into the Town of Wellington. If the Board of Trustees approves annexing the property to the Town, a Town zoning district classification is assigned at the time of annexation. Town staff and the Planning Commission have recommended zoning the property Planned Unit Development (PUD) in accordance with the Zoning Map for Sage Farms PUD (attached).

The Board of Trustees should consider the Findings for Approval as identified in the Town's Land Use Code. The Findings for Approval are factors or matters that are considered by the Board in evaluating an annexation request and zoning request. The Findings for Approval will be the basis for the Board's decision on whether or not the property should be annexed and the zoning for the property if annexed.

Annexation and zoning of a property is accomplished by adoption of an ordinance. Ordinance No. 02-2024 was prepared based upon the recommendations of Town Staff and the Planning Commission. Adoption of the ordinance would accomplish both annexation of the property and zoning of the property.

The following are the Findings for Approval evaluated by Town staff and recommended by the Planning Commission. The Board may choose to adopt the Planning Commission's findings, may modify the Planning Commission's findings, or may adopt its own findings.

Findings for Approval (Annexation):

1. The annexation is consistent with the Comprehensive Plan and the intent stated in the Land Use Code;
 - The property is within the Town's Growth Management Area (GMA) and is within the identified 3-mile plan adopted by the Town. Land within the GMA and 3-mile plan are areas which are likely to be incorporated into the Town and urban services provided.
2. The annexation shall not create any additional cost or burden on then-existing residents of the Town to provide public facilities and additional community services in any newly-annexed area;
 - Urban services including Town water and sanitary sewer can be extended to serve the property. There will be sufficient capacity within the adjacent public utilities to serve the site. Water Treatment Plant and Wastewater Treatment Facility projects are currently underway and will be complete before building permits are issued for the annexation property.
 - Public utility extensions necessary to serve the site will be designed and installed in development phases requiring additional Town approvals.
 - The owner or developer is required to pay for design and installation of infrastructure serving the site. The owner or developer will utilize private funds and/or construction loans secured by the owner or developer.
 - The property has two existing irrigation wells available and are anticipated to meet the outdoor irrigation needs of the development. Sufficiency of the existing wells is being evaluated by Town staff. Use of irrigation wells for outdoor water use reduces the treatment demand on the Town's water treatment and delivery systems and allows more efficient use of the Town's treated water supply for indoor uses. Language is included in the attached annexation agreements that describes how the existing wells and well water rights are intended to serve the proposed development.
3. The applicant has demonstrated that they arranged with the school district regarding the dedication of school sites, or payment of fees in lieu of said dedication, as may be agreed to among the applicant, the school district, and the Town;
 - Poudre School District has provided a letter (included in the attached Annexation Impact Report) identifying that the district desires to collect payment in lieu of land dedications for development within the annexation area.

- The Town and Poudre School District have an existing IGA requiring builders to pay the District fees in lieu of land dedication collected at the time of building permit issuance.
- 4. All existing proposed streets in newly annexed territory shall be constructed in compliance with all current Town standards unless the Town determines that the existing streets will provide appropriate access during all seasons of the year to all lots fronting on each street; and that the curbs, gutters, sidewalks, bike lanes, culverts, drains, and other structures necessary to the use of such streets or highways are satisfactory or not necessary to promote public safety. The location, type, character and dimensions of all structures and the grades for all existing or proposed street work shall be subject to approval by the Town;
 - All existing roadways and future roadways are required to be constructed or reconstructed in accordance with applicable standards. Existing Larimer County roadways will be annexed into the Town and constructed to applicable Town standards (including tapers back to Larimer County road standards).
 - The property is adjacent to CO Highway 1. Highway 1 improvements will be required in accordance with applicable CDOT design standards.
 - All future roadway improvements shall be designed and constructed in conjunction with future development phases. All development phases are required to obtain appropriate Town approvals prior to construction.
- 5. The annexation is in the best interest of the citizens of the Town of Wellington; and
 - The Town recently updated the Town's Comprehensive Plan. The Comprehensive Plan anticipates and accommodates future growth within the Town's Growth Management Area (GMA). The Comprehensive Plan contemplates the consideration of innovative land uses that provide a sound tax base, preserve the quality of life, and balance residential and commercial development. Citizens have expressed a desire to ensure that new development does not overburden existing infrastructure and services and does not detract from the community's existing character.
 - The Town's vision for purposefully planning for growth as outlined in the Comprehensive Plan includes that proposed new developments ensure the logical extension of the Town's boundaries in a fiscally sound manner and provide predictability in the rate, location and character of growth within the GMA. Growth should not create a net negative fiscal burden on the Town, but rather, should anticipate a net positive fiscal benefit to the Town upon occupancy of all property zoned for commercial uses in the annexation area. It is anticipated that commercial uses within the annexation area will provide goods and services to Town residents as well as to residents living in north Fort Collins and surrounding areas in unincorporated Larimer County.
 - The annexations, in conjunction with the Planned Unit Development proposed, will ensure a variety of housing types and provide a pipeline of residential developments that will ensure the ability for continued revenues from permits, use tax and impact fees.
- 6. The annexation is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for these areas (e.g., The Comprehensive Plan, specific area plans like a Downtown Corridor Study, etc.).
 - The annexation, including the proposed Planned Unit Development (PUD) zoning, contemplates the proposed future land uses identified on the Future Land Use Map of the Comprehensive Plan.
 - The PUD proposes a mix of residential and commercial land uses generally consistent with the pattern contemplated in the Comprehensive Plan. The Future Land Map identifies the area as primarily Low Density Residential (up to 6 dwelling units per acre) as well as some Medium Density Residential (6-12 dwelling units per acre). The Conceptual Master Plan and Proposed PUD generally meets the intent of providing a mix of large lot, small lot and multi-family

zoning areas with residential densities within the recommended densities identified in the Comprehensive Plan.

- The Conceptual Master Plan and proposed PUD also propose commercial areas at primary intersections and arterial street corridors as identified in the Comprehensive Plan. The commercial areas proposed support identified Town priorities to provide opportunities for businesses to locate in the Town and diversify revenues by increasing retail sales tax.
- Future Town approvals will also evaluate the development phases in accordance with applicable Town infrastructure master plans.

Findings for Approval (Planned Unit Development):

- a. The proposed benefits offset the proposed exceptions to the zoning and subdivision standards, and the exceptions are in the best interest of the public health, safety, and welfare.
 - The proposed PUD is intended to generally reflect the uses allowed within the Town's standard zoning districts. The PUD intent and justification are included on Page 3 of the PUD document in Section H – PUD Overlay District Justification.
 - Permitted and prohibited uses are proposed to be modified slightly and are based upon the owner or developers expected development patterns.
 - Lot sizes and setbacks are proposed to be modified based upon the design intent for the various zone districts identified on the PUD and are further defined in the text of the PUD (Page 3).
 - The proposed PUD also proposes to modify the street standards slightly to reduce pavement width of the street and to provide detached sidewalks on local residential streets. An alley section is also included in the proposed PUD to accommodate potential alley-loaded garages for certain housing product types. The proposed street and alley sections are included on the PUD document (Page 3).
- b. The proposed PUD conforms to the PUD restrictions, and the proposed zoning is compatible with the surrounding land uses.
 - The proposed PUD follows the purpose statement, applicability, and general PUD requirements of the Land Use Code.
 - The proposed zoning categories defined on the PUD document and in the PUD text are compatible with surrounding land uses.
 - 1. All areas of the proposed PUD are separated by existing arterial roadways or railroad right-of-way.
 - 2. Existing Town developments adjacent to the site are single-family residential neighborhoods. PUD zoning proposed adjacent to existing neighborhoods are single-family detached, single-family attached, and multi-family housing products with mixed densities (3-12 dwelling units per acre).
 - 3. Larger lot single-family units are proposed east of CO Highway 1 to reflect the similar large lot development on the west side of the highway (Cottonwood Shores) and to maintain a similar appearance at a gateway to the community.
 - 4. Larger setbacks are proposed along CO Highway 1 to allow for a more open appearance at the entrance to the community and may allow for additional open space and trail amenities.
 - 5. Commercial areas proposed are located along arterial roadways at intersections appropriate for commercial development and will allow business services that support nearby residents.
- c. The PUD proposes creative and innovative design and high-quality development, thereby protecting and promoting public safety, convenience, health, and general welfare.

- Streets internal to the site are contemplated to provide continuity with existing roadways and provide logical future extensions into future developments. Access points onto CO Highway 1 are purposefully limited to limit the number of intersections and conflict points that could result in traffic safety concerns.
- Public park and open spaces are intended to be grouped into a larger area to make the most product use of Town resources where larger park needs can be possible as opposed to multiple smaller parks and where staffing and material resources can be used efficiently.
- Public parks and open spaces are proposed to be connected via trail systems and sidewalks and will connect to private HOA pocket parks and other amenities.
- d. The uses and densities in the proposed PUD are compatible and will be effectively integrated with adjacent neighborhoods which now exist or are proposed in the future.
 - The overall PUD and Conceptual Master Plan are intended to provide a variety of residential project types, lot sizes and densities to achieve a diversity of available housing options.
 - Significant commercial areas are proposed as well to ensure integration of land uses and provide commercial opportunities for the Town to attract new businesses and services.
 - Adjacent neighborhoods zoning and land use patterns are reflected in the proposed land uses and zoning in the PUD.
- e. The proposed PUD is in general conformance with the Comprehensive Plan.
 - The proposed PUD closely follows the intent of the Future Land Use Map for uses identified as desirable within the Town's GMA.
 - The proposed PUD identifies and proposes opportunities for commercial land uses that support the business priorities of the Comprehensive Plan.
 - Densities for the proposed residential categories of the PUD are consistent with the recommended densities of the Comprehensive Plan.
- f. One (1) or more of the criteria for amendment of the official zoning map has been satisfied.
 - The findings for approval for changes to the official zoning map are identified in the Rezone section of the Land Use Code.
 - Multiple findings for changes to the official zoning map are satisfied, including 1) consistent with the Comprehensive Plan; 2) consistent with the stated intent and purposes of Town zoning districts; 3) no adverse impacts to the natural environment are anticipated without appropriate mitigation measures; 4) material adverse impacts to surrounding properties are not anticipated; 5) Town facilities and services are or will be made available to serve the property with future development approvals and will be designed to maintain adequate levels of service to existing developments.

The PUD development plan is consistent with the PUD development plan presented to the Board of Trustees and recommended by the Planning Commission. Comments and conditions expressed by the Planning Commission and Board have been incorporated on the PUD development plan.

Annexation Agreements:

When considering an annexation, the Town may require an annexation agreement to memorialize conditions or terms of an annexation approval. In the proposed serial annexation (annexation of more than one contiguous parcels considered together as a single annexation proceeding), there are two agreements proposed, one for each annexation parcel. Two different agreements are proposed to reflect the different considerations for cost, timing and coordination of public infrastructure and timing of development phases, especially concerning the commercial areas along County Road 58.

The attached annexation agreements are proposed in support of the proposed Sage Farms Annexation and Village at Sage Farms Annexation. The overall development plan for the annexation property is proposed as a



phased development, with each development phase requiring subsequent application, review, design and Town approvals, including approval of development agreements for each phase. The purpose of the Annexation Agreements is to identify high-level requirements and considerations of the overall annexation property, and each subsequent approval will further refine the details necessary for that phase to be constructed.

The annexation agreements include a consideration that the Town is in the process of constructing capital improvement projects for the Water Treatment Plant and Wastewater Reclamation Facility. The agreements identify that the Town will not provide water and wastewater services until such time that adequate public facilities are available. Current timelines for completion of the capital improvement projects is anticipated to be fall of 2024. Town staff does not expect any conflicts in being able to proceed with consideration of development phases within the annexation area. The time required to prepare, design, review and approve subdivision plats and development agreements, in addition to the time required to install and inspect public infrastructure, it is unlikely that the building permits would be requested before the Town's capital projects are completed. In the event permits are requested, the Town is not obligated to issue permits if the adequate public facilities are not yet available.

The size, scope and time expected for this overall phased development plan to be completed is expected to be longer than other smaller development projects. In consideration of the time expected for completion of the full project, especially the County Road 58 Commercial Corridor, the Developer is requesting the Town establish vested development rights.

- Vested development rights ensure that a development plan is allowed to proceed as approved for a defined period of time. This is a protection for a developer to know what they will be able to develop and market within a specified timeframe with less risk of losing an approval due to changing conditions.
- Vested development rights also provide protections for the Town by ensuring that the expected pattern of development will be followed as intended. Vesting development rights based upon the proposed Zoning Map for Sage Farms PUD will protect the intent of the overall development plan and the identified land uses for the variety of housing product types and the desirable commercial areas.
- The vesting period defined in State Statutes and the Town Land Use Code is three (3) years.
- The Developer is requesting a vesting period of 20 years for Sage Farms Annexation property and 25 years for the Village at Sage Farms Annexation (the County Road 58 Commercial Corridor).
- Town staff supports approval of a longer vesting period consistent with the Zoning Map for Sage Farms PUD. The Board has the ability to assign the period for which a development, or development phase, is vested.
- To accomplish the requested vested development rights, the annexation agreements include language defining the approval of the site-specific development plan based on the Zoning Map for Sage Farms PUD and includes the proposed vesting period lengths requested by the Developer.

The agreements contemplate that there will be significant transportation improvements necessary at the intersection of County Road 58 and CO Highway 1. In consideration of the need to further define the scope of work and costs for larger transportation projects, Town staff asked the developer to participate in funding a broader Transportation Master Plan and Transportation Impact Fee Study. The Developer was asked to contribute \$100,000 to help match Town funds to support such a study. The Town has included \$100,000 in the 2024 budget in anticipation of developer contributed funds being available through these agreements and proceeding with such transportation studies.

The agreements also contemplate that the total Parks and Open Space dedication requirement for the proposed

development plan is approximately 34 acres in size. This size of regional park at the very south end of Town may not be best suited for the Town's overall Park and Open Space resource needs. The agreements contemplate that if the Town chooses to identify an alternative off-site property that the Town desires to pursue for Parks and Open Space, up to 15 acres of the identified Park and Open Space area in the annexation may be approved for other types of private development if the Park and Open Space requirement is satisfied on another property. In the time since the annexation process was initiated, the Developer has recently closed on the sale of a property identified by the Town as a strategic property for the purposes of this contemplated agreement.

Draft annexation agreements were previously included in past agenda packets. The attached annexation agreements are substantially the same as in past packets and include minor clarifications or corrections to dates, exhibit labeling and for consistency, clarity and effect. The draft agreements previously shared also had a placeholder for the section related to non-potable irrigation systems and the use and operations of the existing irrigation wells on the properties. A new section for non-potable irrigation systems is included in both annexation agreements. The language is intended to address the information that can be determined at the time of annexation of the property to ensure the existing wells meet the irrigation needs of the proposed development, and allow for more detailed design and operational matters of the irrigation systems to be determined through subsequent review and approval processes for the phased development. Each phase of development requires review and approval by the Board of Trustees.

STAFF RECOMMENDATION

Based upon the above staff report and findings for approval, Town staff recommends approval of the Sage Farms Annexation and the Village at Sage Farms Annexation and the proposed Sage Farms Planned Unit Development (PUD). Staff also recommends approval of the annexation agreements accompanying the annexation, including the provisions establishing vesting of development rights (Motion option A, below).

Town staff has identified the below motion options for the Board of Trustees to consider:

- A. Move to: 1) adopt Ordinance No. 02-2024 conditionally annexing the Sage Farms Annexation and Village at Sage Farms Annexation to the Town of Wellington and zoning the property Planned Unit Development (PUD) in accordance with the Zoning Map for Sage Farms PUD, and updating the official maps of the Town; 2) approve the annexation agreements for Sage Farms Annexation and Village at Sage Farms Annexation; and 3) establish Vested Development Rights as defined in the Annexation Agreements.
- B. Move to adopt Ordinance No. 02-2024 approving annexation, approving the annexation agreements, and establishing Vested Development Rights with changes (if changes are desired to one or more documents, Town staff will assist the Board in creating an appropriate motion).
- C. Move to postpone consideration of Ordinance No. 02-2024, the annexation agreements and establishing Vested Development Rights to a future meeting date.
- D. Move to deny Ordinance No. 02-2024.

ATTACHMENTS

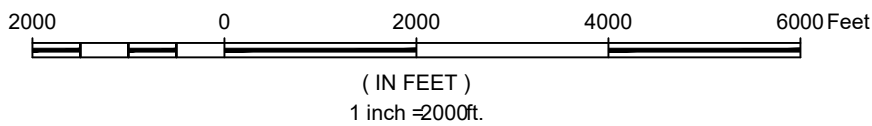
- 1. Vicinity Map
- 2. Ordinance No. 02-2024
- 3. Conceptual Master Plan
- 4. Annexation Map - Sage Farms Annexation
- 5. Annexation Map - Village at Sage Farms
- 6. Zoning Map for Sage Farms PUD
- 7. Annexation Agreement - Sage Farms Annexation



8. Annexation Agreement - Village at Sage Farms
9. Annexation Impact Report

**SAGE FARMS
ANNEXATION
247.56 AC.**

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



SAGE FARMS ANNEXATION
WELLINGTON, CO

VICINITY MAP

06.22.23



**NORTHERN
ENGINEERING**

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

TOWN OF WELLINGTON

ORDINANCE NO. 02-2024

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The properties described on Exhibit “A” and Exhibit “B,” incorporated herein by reference, are hereby conditionally annexed and will be included within the Town of Wellington, Larimer County, Colorado so long as the Annexation Maps, the Annexation ordinance, the Zoning Map for Sage Farms PUD, and the Annexation Agreements all are recorded in the records of the Clerk and Recorder of Larimer County, Colorado no later than June 30, 2024. If the condition is not met as evidenced by the recordation, the property shall not be annexed and the annexation shall be void and of no impact on the property.
2. Pursuant to C.R.S. § 31-12-115, the annexed area is hereby zoned as Planned Unit Development (PUD) District in accordance with the Zoning Map for Sage Farms PUD, attached hereto and incorporated herein by reference.
3. The official zoning map of the Town of Wellington, Colorado is hereby amended in accordance with Section 2 of this Ordinance.
4. **Validity.** The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.
5. **Necessity.** In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.

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

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 23rd day of January, 2024 and ordered to become effective upon the later of 30 days from the date of publication, or the approval and recordation of the Annexation Agreements, together with the Zoning Map for Sage Farms PUD.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION – SAGE FARMS ANNEXATION PARCEL

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

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

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

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;

THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;

THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;

THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;

THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;

THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;

THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;

THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;

THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93- EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet

Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;

THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;

THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;

THENCE North 51° 23' 13" West a distance of 271.70 feet;

THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;

THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

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

THENCE North 89° 18' 40" West a distance of 700.76 feet;

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

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

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;

THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet; THENCE North 02° 10' 54" West a distance of 185.49 feet;

THENCE North 02° 11' 06" West a distance of 872.21 feet;

THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING**.

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

EXHIBIT B
LEGAL DESCRIPTION – VILLAGE AT SAGE FARMS ANNEXATION PARCEL

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

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

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

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

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

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

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

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

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

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

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

THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes

M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING**.

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

THENCE North 00° 41' 25" East a distance of 308.47 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;

THENCE North 38° 36' 47" East a distance of 303.93 feet;

THENCE South 51° 23' 13" East a distance of 271.70 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a point of tangency;

THENCE South 00° 41' 49" West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

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

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

THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;

THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;

THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;

THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;

THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

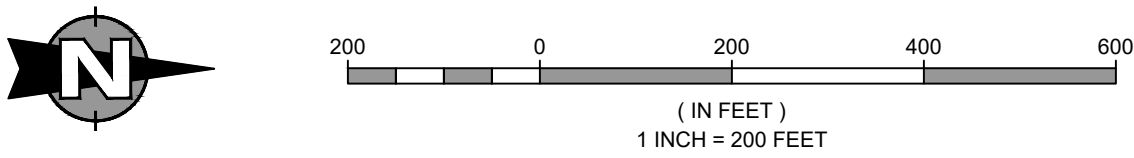
TOTAL ANNEXED AREA for the Village at Sage Farms Annexation is 2,307,254 sq. ft. or 52.97 acres, more or less (±).



LAND USE DATA

Land Use Type	Area (acres)	Maximum Density (units/acre)	Maximum GLA (sq. ft.)	Percent of Total Area (%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total) 16.8% (of Residential)
On-Site Total	291.0			100.0%

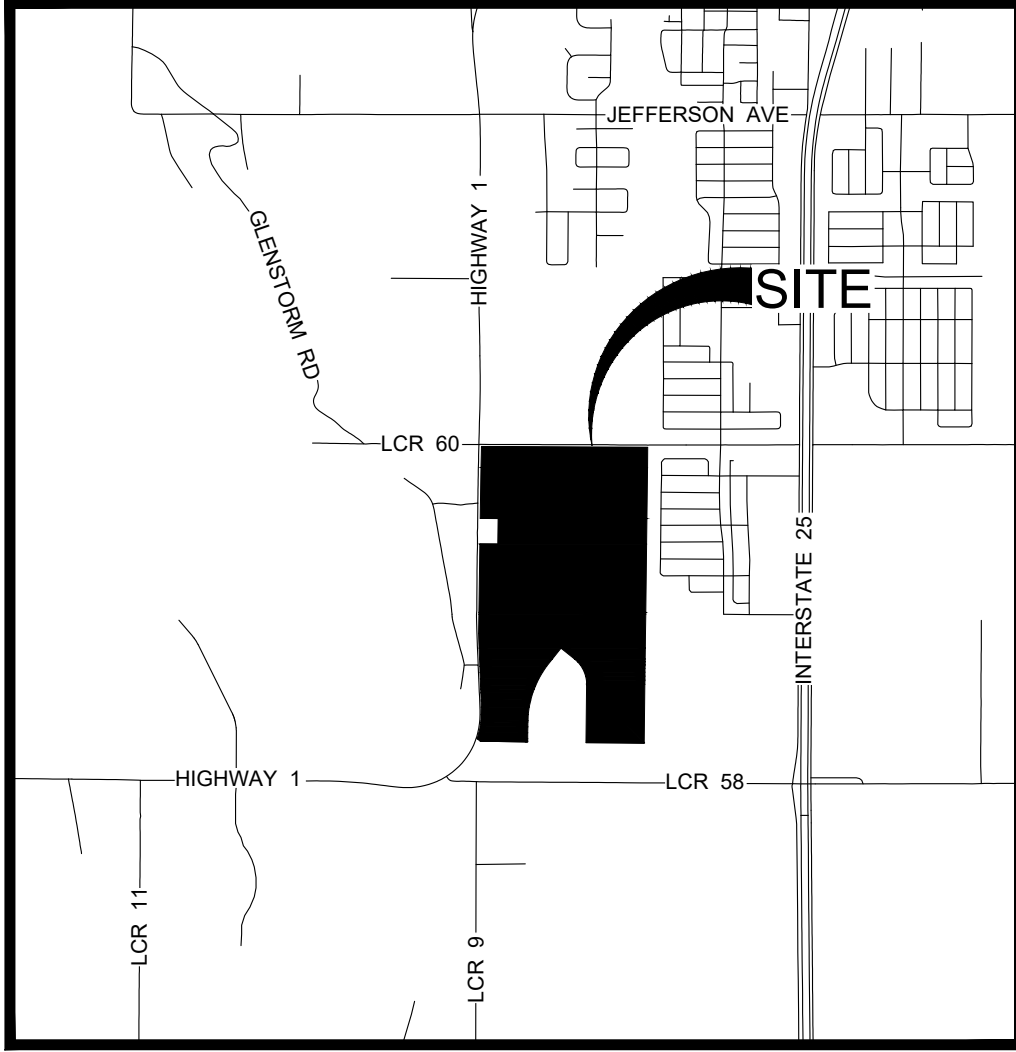
NOTE: THIS MASTER PLAN IS A CONCEPTUAL ILLUSTRATION AS TO HOW THE PROPERTY COULD DEVELOP AND IS SUBJECT TO CHANGE AT THE TIME OF PLATTING



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

SAGE FARMS ANNEXATION

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



VICINITY MAP

SAGE FARMS ANNEXATION PARCEL

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

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

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

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;

THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;

THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;

THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;

THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;

THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;

THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;

THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;

THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;

THENCE North 88° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;

THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;

THENCE North 51° 23' 13" West a distance of 271.70 feet;

THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a point of tangency;

THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

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

THENCE North 89° 18' 40" West a distance of 700.76 feet;

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

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

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1166.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;

THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;

THENCE North 02° 10' 54" West a distance of 165.49 feet;

THENCE North 02° 11' 06" West a distance of 872.21 feet;

THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING**.

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

PLANNING AND ZONING APPROVAL:

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

Signature

TOWN COUNCIL APPROVAL:

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

Mayor

Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

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

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

OWNER

STATE OF COLORADO)

COUNTY OF LARIMER) SS

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

My commission expires: _____ Notary Public

SURVEYOR'S CERTIFICATION:

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

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

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

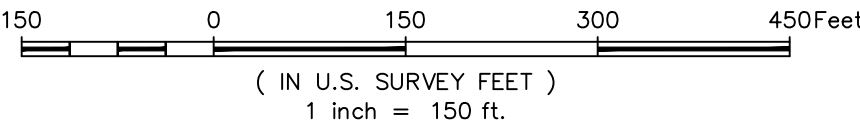
SYMBOL LEGEND

- CALCULATED POSITION
- FOUND PROPERTY MONUMENT
- ⊕ FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

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

SEE SHEET 1 OF 2



SET 80.0' REFERENCE MONUMENTS TO N1/4 S9-T8N-R68W SET 30" OF #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 34995 AND PER BLM INSTRUCTION

30' NORTH POUDRE IRRIGATION COMPANY EASEMENT BOOK 1112 PAGE 554

20' SANITARY SEWER EASEMENT REC. NO. 20180009851

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

50' RAILROAD RIGHT OF WAY

C-N1/16 S9-T8N-R68W CALCULATED POSITION

20' SANITARY SEWER EASEMENT REC. NO. 20180009851

30' NORTH POUDRE IRRIGATION COMPANY EASEMENT BOOK 1112 PAGE 554

25.0' RAILROAD RIGHT OF WAY PER OWL CANYON MRD NO.2-93 EX0290 REC. NO. 19930079994

LOT 2, OWL CANYON MRD NO.2-93 EX0290 OWNER: KOBELT, JENNIFER J. & JAMES E. PARCEL NO. 8800005702

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

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

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

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

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

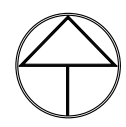
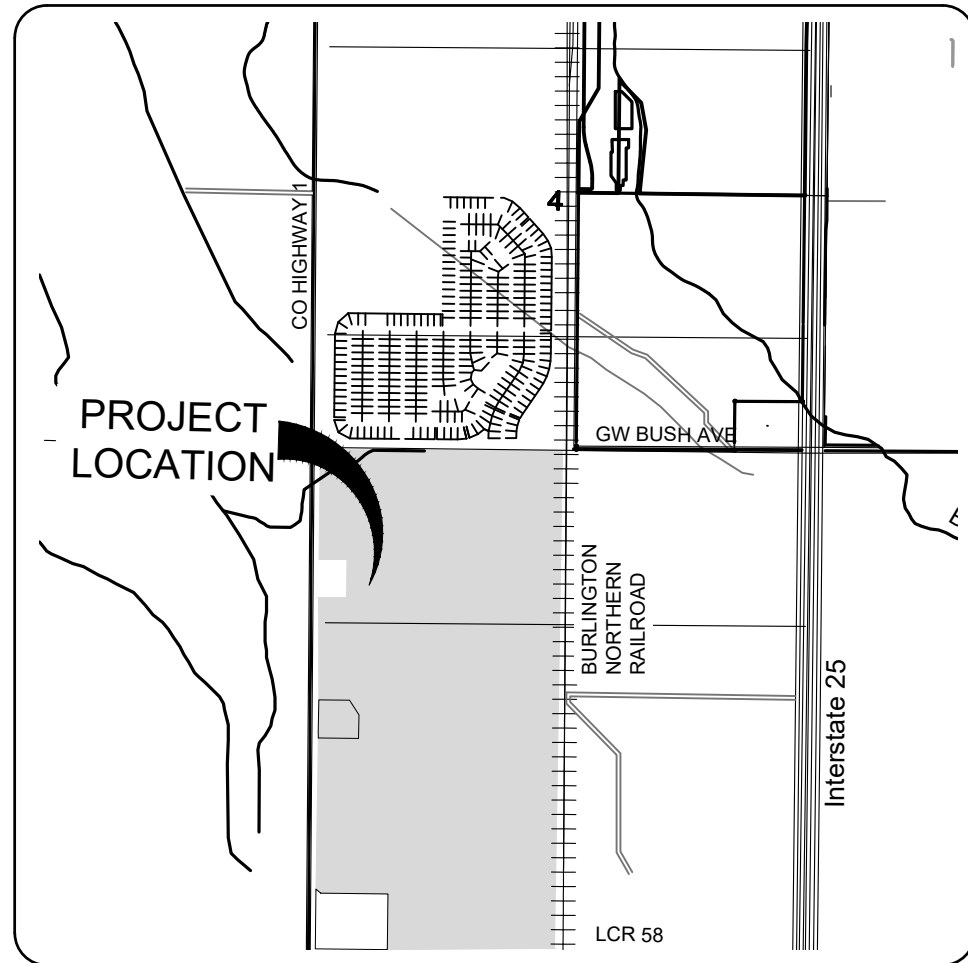
SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

Sheet
1
Of 2 Sheets

ZONING MAP FOR SAGE FARMS P.U.D.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST
OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

JANUARY 2023



NORTH

VICINITY MAP

1"=2000'

PROJECT TEAM:

APPLICANT

FC Farm Holding, LLC and Sipes Farm Holding, LLC
Mr. Daren Roberson
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

LAND PLANNER

Pinecrest Planning and Design, LLC
Mr. Tom Dugan
4225 Westshore Way
Fort Collins, CO 80525
(970) 566-4714

OWNERS

FC Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103
(971) and

Sipes Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

LEGAL DESCRIPTION

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

EXCEPTING THEREFROM the East 25.00 feet for railroad right of way.

ALSO EXCEPTING THEREFROM those parcels described in Deeds recorded April 20, 1964 in Book 1244 at Page 319, and June 5, 1979 in Book 1958 at Page 277, and August 2, 1990 as Reception No. 90033927, all of the Records of Larimer County.

TOGETHER WITH Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County.

Said described parcel contains a total of 12,783,626 sq. ft or 293.47 acres, more or less.

SITE ENGINEER

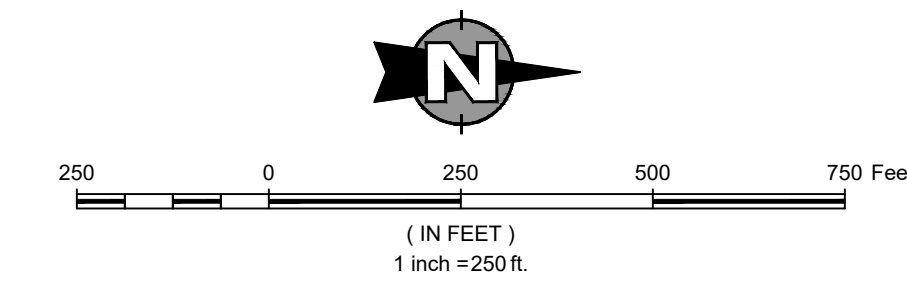
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

SURVEYOR

Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

LEGEND

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



LAND USE DATA

Land Use Type	Area (acres)	Maximum Density (units/acre)	Maximum GLA (sq. ft.)	Percent of Total Area (%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total) 16.8% (of Residential)
On-Site Total	291.0			100.0%

Additional Areas

BNSF Right-of-way	6.1
CR 58 Right-of-way	3.4
Total	300.5

Zoning: PUD - Planned Unit Development Overlay District

APPROVAL CERTIFICATES

PLANNING COMMISSION CERTIFICATE

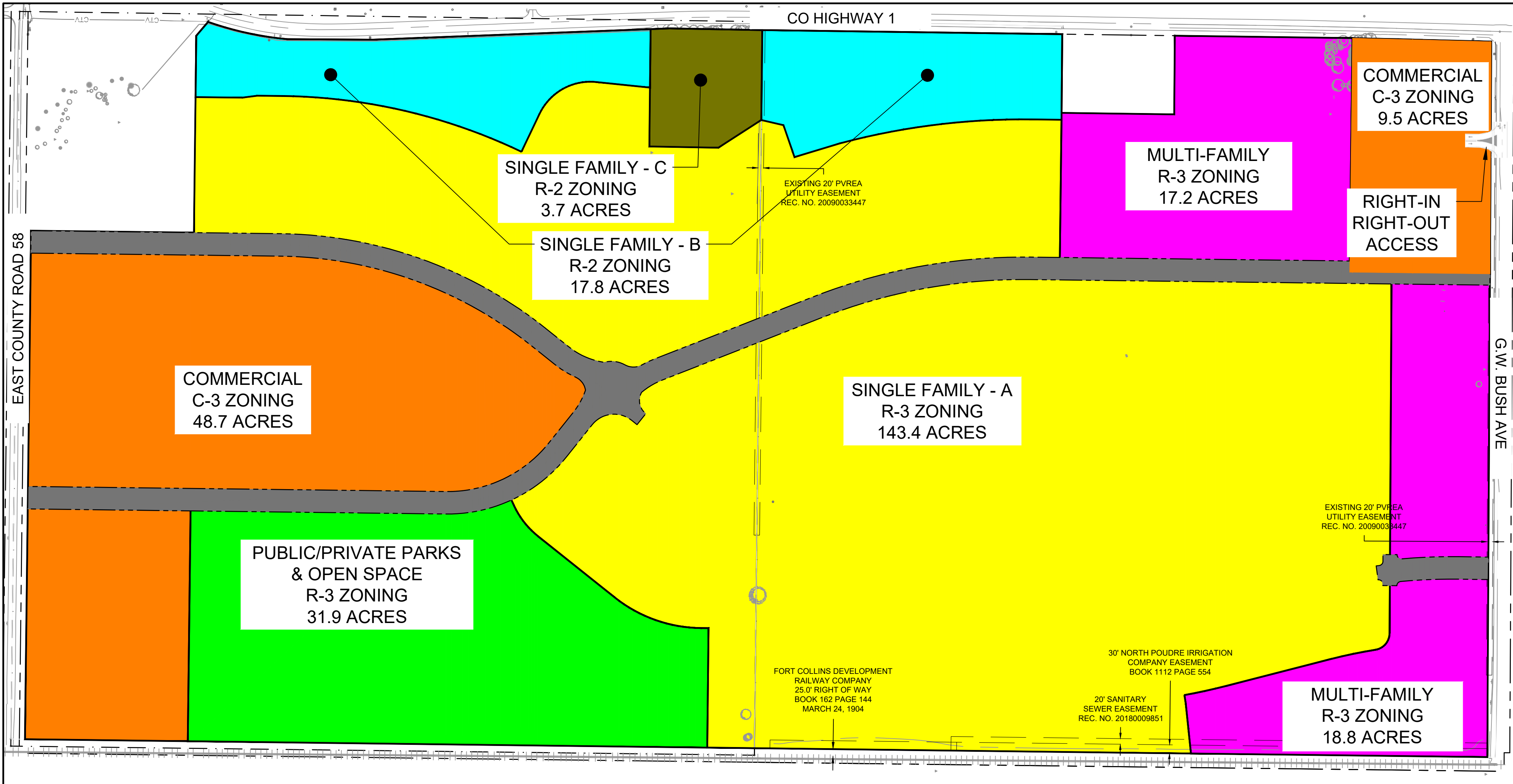
Approved this _____ day of _____, 20____, by the Town
Planning and Zoning Commission, Wellington, Colorado.

Chairman

BOARD OF TRUSTEES CERTIFICATE

Approved this _____ day of _____, 20____, by the Board
of Trustees, Wellington, Colorado. This approval is conditioned upon all expenses involving
necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street
lights, street signs and sidewalks shall be financed by other and not the towns.

Mayor



No.	Revisions:
	06/15/22

These drawings are
provided by Northern
Engineering Services, Inc.
and are not to be used for
any type of construction
without the approval of
a Professional Engineer
in the employ of Northern
Engineering Services, Inc.

**NORTHERN
ENGINEERING**

970.221.4158
nortnengr.com

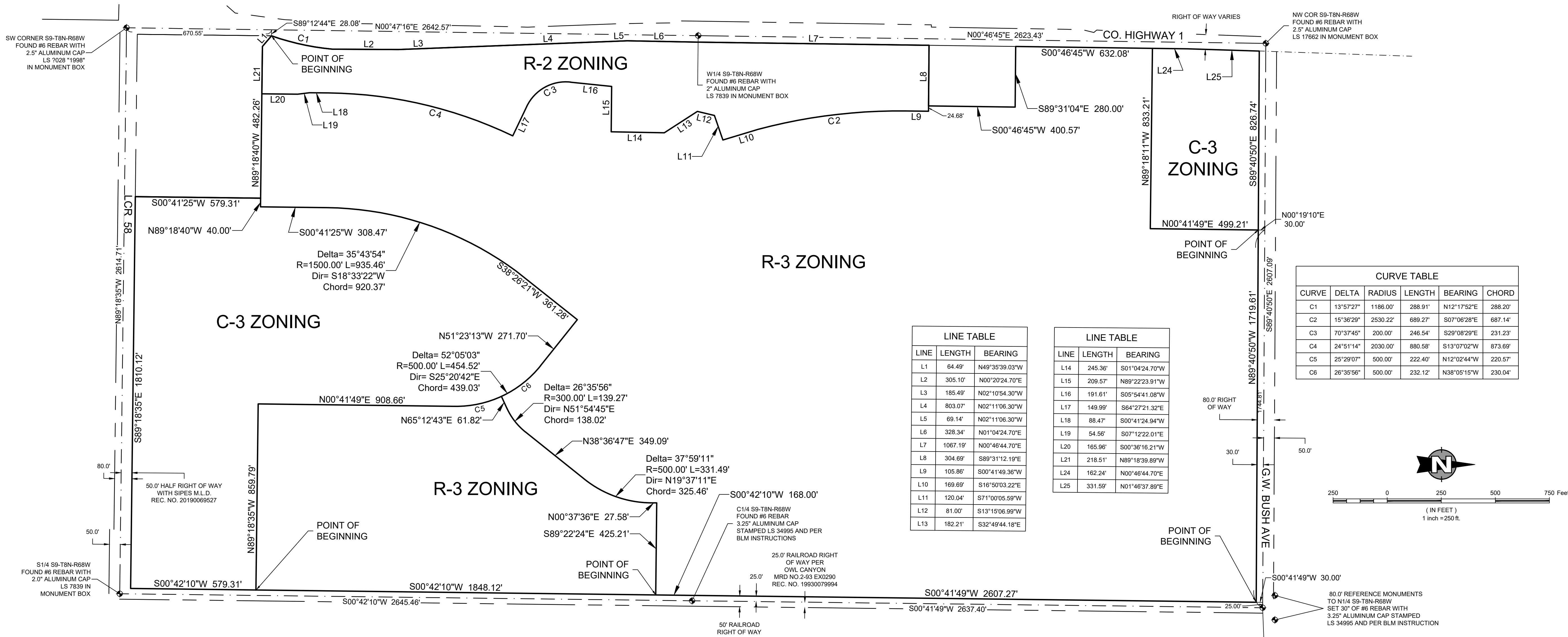
PROJECT:	992-008	DATE:	06/26/2023
DESIGNED BY:	S. Ritchie	SCALE:	1"=250'
DRAWN BY:	S. Ritchie	REVIEWED BY:	S. Ritchie

SAGE FARMS

ZONING MAP

ZONING MAP FOR SAGE FARMS P.U.D.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST
OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



ZONE R-2 (SINGLE FAMILY RESIDENTIAL)

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

COMMENCING at the Southwest Corner of Section 9, being monumented by a No. 6 Rebar with a 2 1/2" aluminum cap stamped "LS 9028 1998" in a monument box and assuming the West line of the Southwest Quarter of said Section 9 as bearing North 00° 47' 16" East a distance of 2642.57 feet, being monumented on the North by a #6 rebar with a 2" aluminum cap stamped "LS 7839" in a monument box with all bearings contained herein relative thereto.

THENCE North 00° 47' 16" East along said West line of the Southwest Quarter of Section 9 a distance of 670.55 feet;

THENCE North 89° 18' 40" West a distance of 28.08 feet to the beginning point of a curve non-tangent to this course and to the **POINT OF BEGINNING**.

The following 7 courses are along the Easterly Right of Way line of Hwy 1:

THENCE along the arc of a curve concave to the Northwest a distance of 388.91 feet, said curve has a Radius of 1186.00 feet and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to a line non-tangent to this curve;

THENCE North 00° 20' 25" East a distance of 305.10 feet;

THENCE North 02° 10' 54" West a distance of 185.49 feet;

THENCE North 02° 11' 06" West a distance of 803.07 feet;

THENCE North 02° 11' 06" West a distance of 69.14 feet;

THENCE North 01° 04' 25" East a distance of 328.34 feet;

THENCE North 00° 46' 45" East a distance of 1067.19 feet;

THENCE South 89° 31' 12" East a distance of 304.69 feet;

THENCE South 00° 41' 49" West a distance of 105.86 to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the East a distance of 689.27 feet, said curve has a Radius of 2530.22 feet and is subtended by a Chord bearing South 07° 06' 28" East a distance of 687.14 to a line non-tangent to this course;

THENCE South 16° 50' 03" East a distance of 169.69 feet;

THENCE South 71° 13' 00" West a distance of 20.04 feet;

THENCE South 70° 57' 30" West a distance of 100.00 feet;

THENCE South 13° 15' 07" West a distance of 81.00 feet;

THENCE South 32° 49' 44" East a distance of 182.21 feet;

THENCE South 01° 04' 25" West a distance of 245.36 feet;

THENCE North 89° 22' 24" West a distance of 209.57 feet;

THENCE South 05° 54' 41" West a distance of 191.61 to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the Northeast a distance of 246.54 feet, said curve has a Radius of 200.00 feet and is subtended by a Chord bearing South 29° 08' 29" East a distance of 231.23 to a Point of Tangency;

THENCE South 64° 27' 21" East a distance of 149.99 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the Southeast a distance of 880.58 feet, said curve has a Radius of 2030.00 feet and is subtended by a Chord bearing South 13° 07' 02" East a distance of 873.69 to a Point of Tangency;

THENCE South 00° 41' 25" East a distance of 88.47 feet;

THENCE South 07° 12' 22" East a distance of 54.56 feet;

THENCE South 03° 36' 16" West a distance of 165.96 feet to a point on the Southerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

THENCE North 89° 18' 40" West along the said Southerly line of Lot 2 a distance of 218.51';

THENCE North 49° 39' 39" West along the said Southerly line of Lot 2 a distance of 64.49 feet to the **POINT OF BEGINNING**;

Said described parcels of land contains a total of 21.5 acres, more or less (±).

ZONE R-3 (MULTI-FAMILY RESIDENTIAL)

Two parcels of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.

THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;

THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line prolongation a distance of 30.00 feet to the intersection of the Westerly line of said Railroad Right of Way and the South line of G.W. Bush Ave and to the **POINT OF BEGINNING**;

THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2607.27 feet to the South line of the Northwest Quarter of said Section 9;

THENCE South 00° 42' 10" West a distance of 168.00 feet;

THENCE North 89° 22' 24" East a distance of 425.21 feet;

THENCE South 00° 37' 36" West a distance of 27.58 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 331.49 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing South 19° 37' 11" West a distance of 325.46 feet to a Point of Tangency;

THENCE South 38° 36' 47" West a distance of 349.09 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 139.27 feet, said curve has a Radius of 300.00 feet and is subtended by a Chord bearing South 51° 54' 45" West a distance of 138.02 feet to a Point of Tangency;

THENCE South 65° 12' 43" East a distance of 61.82 feet to a point on a curve non-tangent to this course;

THENCE along the arc of a curve concave to the Southwest a distance of 232.12 feet, said curve has a radius of 500.00 feet and is subtended by a Chord bearing North 38° 05' 15" West a distance of 230.04 feet to a Point of Tangency;

THENCE North 51° 23' 13" West a distance of 271.70 feet;

THENCE South 38° 26' 21" West a distance of 361.28 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the Southeast a distance of 935.46 feet, said curve has a Radius of 1500.00 feet, a Delta of 35° 43' 54" and is subtended by a Chord bearing South 18° 33' 22" West a distance of 920.37 feet to a Point of Tangency;

THENCE South 00° 41' 25" West a distance of 308.47 feet;

THENCE North 89° 18' 40" West a distance of 40.00' to the beginning point of a curve non-tangent to this course;

THENCE South 00° 41' 49" West a distance of 105.86 to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the East a distance of 689.27 feet, said curve has a Radius of 2530.22 feet and is subtended by a Chord bearing South 07° 06' 28" East a distance of 687.14 to a line non-tangent to this course;

THENCE South 16° 50' 03" East a distance of 169.69 feet;

THENCE South 71° 13' 00" West a distance of 20.04 feet;

THENCE South 70° 57' 30" West a distance of 100.00 feet;

THENCE South 13° 15' 07" West a distance of 81.00 feet;

THENCE South 32° 49' 44" East a distance of 182.21 feet;

THENCE South 01° 04' 25" West a distance of 245.36 feet;

THENCE North 89° 22' 24" West a distance of 209.57 feet;

THENCE South 05° 54' 41" West a distance of 191.61 to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the Northeast a distance of 246.54 feet, said curve has a Radius of 200.00 feet and is subtended by a Chord bearing South 29° 08' 29" East a distance of 231.23 to a Point of Tangency;

THENCE South 64° 27' 21" East a distance of 149.99 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the Southeast a distance of 880.58 feet, said curve has a Radius of 2030.00 feet and is subtended by a Chord bearing South 13° 07' 02" East a distance of 873.69 feet to a line non-tangent to this course;

THENCE North 64° 27' 21" West a distance of 149.99 feet to a Point of Tangency;

THENCE along the arc of a curve concave to the Northeast a distance of 246.54 feet, said curve has a Radius of 200.00 feet, a Delta of 70° 37' 45" and is subtended by a Chord bearing North 29° 08' 29" West a distance of 231.23 feet to a line non-tangent to this course;

THENCE North 05° 54' 41" East a distance of 191.61 feet;

THENCE South 89° 22' 24" East a distance of 209.57 feet;

THENCE North 01° 04' 25" East a distance of 245.36 feet;

THENCE North 32° 49' 44" West a distance of 182.21 feet;

THENCE North 13° 15' 07" East a distance of 81.00 feet;

THENCE North 71° 00' 06" East a distance of 120.04 feet;

THENCE North 00° 41' 49" West a distance of 105.86 feet to the beginning point of a curve non-tangent to this course;

THENCE North 89° 31' 12" West a distance of 24.68 feet;

THENCE North 00° 46' 45" East a distance of 400.57 feet;

THENCE North 89° 31' 04" West a distance of 280.00 feet;

THENCE North 00° 46' 45" East a distance of 632.08 feet;

THENCE South 89° 18' 11" East a distance of 833.21 feet;

THENCE North 00° 41' 49" East a distance of 499.21 feet to a point of the Southerly line of G.W. Bush Avenue being a line parallel to and 30.00 feet Southerly of the North line of the Northwest Quarter of said Section 9;

THENCE South 89° 40' 50" East along said Southerly line of G.W. Bush Avenue a distance of 1719.61 feet to the **POINT OF BEGINNING**;

TOGETHER WITH

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing North 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.

THENCE North 89° 40' 50" West along the North line of said Section 9 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;

THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2637.27 feet to the South line of the Northwest Quarter of said Section 9;

THENCE South 00° 42' 10" West along said Westerly Railroad Right of Way line a distance of 168.00 feet to the **POINT OF BEGINNING**;

THENCE South 00° 42' 10" West continuing along said Westerly Railroad Right of Way line a distance of 1848.12 feet;

THENCE North 89° 18' 35" West a distance of 859.79 feet;

THENCE North 00° 41' 49" East a distance of 908.66 to a Point of Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 222.40 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing North 12° 02' 44" West a distance of 220.57 feet to a line non-tangent to this course;

THENCE North 65° 12' 43" East a distance of 61.82 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 139.27 feet, said curve has a Radius of 300.00 feet and is subtended by a Chord bearing North 51° 54' 45" East a distance of 138.02 feet to a Point of Tangency;

THENCE North 38° 36' 47" East a distance of 349.09 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 331.49 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing North 19° 37' 11" East a distance of 325.46 feet to a Point of Tangency;

THENCE North 00° 37' 36" East a distance of 27.58 feet;

THENCE South 89° 22' 24" East a distance of 425.21 feet to the **POINT OF BEGINNING**.

Said described parcels of land contains a total of 175.3 acres, more or less (±).

ZONE C-3 (COMMERCIAL)

Multiple parcels of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.

THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;

THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2637.27 feet to the South line of the Northwest Quarter of said Section 9;

THENCE South 00° 42' 10" West along said Westerly Railroad Right of Way line a distance of 2016.12 feet to the **POINT OF BEGINNING**;

THENCE South 00° 42' 10" West continuing along said Westerly Railroad Right of Way line a distance of 579.31 feet to the Northerly Right of Way line of County Road 58 being parallel to and 50.00 feet Northerly of the South line of the Southwest Quarter of said Section 9;

THENCE North 89° 18' 35" West along said Northerly Right of Way line a distance of 1810.12 feet to the Northerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

THENCE North 00° 41' 25" East along said Northerly line of Lot 2 a distance of 579.31 feet to the Northeast Corner of said Lot 2;

THENCE South 89° 18' 40" East a distance of 40.00 feet;

THENCE North 00° 41' 25" East a distance of 308.47 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 935.46 feet, said curve has a Radius of 1500.00 feet, a Delta of 35° 43' 54" and is subtended by a Chord bearing South 18° 33' 22" West a distance of 920.37 feet to a Point of Tangency;

THENCE North 38° 36' 47" East a distance of 303.93 feet;

THENCE South 51° 23' 13" East a distance of 100.00 feet;

THENCE North 38° 26' 21" East a distance of 361.28 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a Point of Tangency;

THENCE South 00° 41' 49" West a distance of 908.66 feet;

THENCE South 89° 18' 35" East a distance of 859.79 feet to the Westerly Railroad Right of Way line and to the **POINT OF BEGINNING**.

TOGETHER WITH

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.

THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 1744.81 feet;

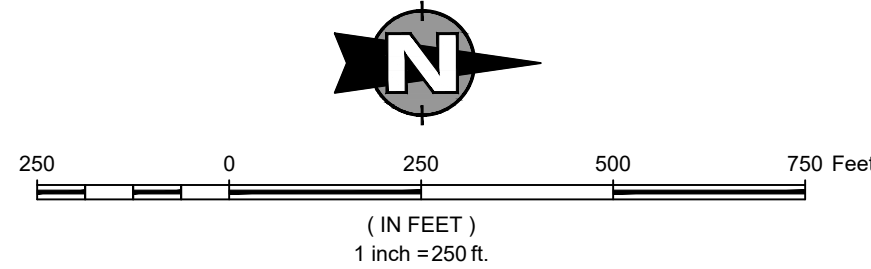
THENCE South 00° 19' 10" West along a line perpendicular to the aforesaid course a distance of 30.00 feet to the Southerly Right of Way line of G.W. Bush Avenue and to the **POINT OF BEGINNING**.

Said described parcels of land contains a total of 58.21 acres, more or less (±).

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	BEARING
C1	13°57'27"	1186.00'	288.91'	N12°17'52"E
C2	15°36'29"	2530.22'	689.27'	S07°06'28"E
C3	70°37'45"	200.00'	246.54'	S29°08'29"E
C4	24°51'14"	2030.00'	880.58'	S13°07'02"W
C5	25°29'07"	500.00'	222.40'	N12°02'44"W
C6	26°35'56"	500.00'	232.12'	N38°05'15"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	64.49'	N49°35'39.03"W
L2	305.10'	N00°20'24.70"E
L3	185.49'	N02°10'54.30"W
L4	803.07'	N02°11'06.30"W
L5	69.14'	N02°11'06.30"W
L6	328.34'	N01°04'24.70"E
L7	1067.19'	N00°46'44.70"E
L8	304.69'	S89°31'12.19"E
L9	105.86'	S00°41'49.36"W
L10	169.69'	S16°50'03.22"E
L11	120.04'	S71°00'05.99"W
L12	81.00'	S13°15'06.99"W
L13	182.21'	S32°49'44.18"E

LINE TABLE		
LINE	LENGTH	BEARING
L14	245.36'	S01°04'24.70"W
L15	209.57'	N89°22'23.91"W
L16	191.61'	S05°54'41.08"W
L17	149.99'	S64°27'21.32"E
L18	88.47'	S00°41'24.94"W
L19	54.56'	S07°12'22.01"E
L20	165.96'	S00°36'16.21"W
L21	218.51'	N89°18'39.89"W
L24	162.24'	N00°46'44.70"E
L25	331.59'	N01°46'37.80"E



Revisions: Date: No. **REVIEW SET** **NOT FOR CONSTRUCTION** 06/15/22

These drawings were prepared by Northern Engineering Services, Inc. and are not to be used for construction unless signed and sealed by a Professional Engineer in the State of Colorado.

NORTHERN ENGINEERING

NE

FORT COLLINS: 301 North Housa Street, Suite 100, 80521-9702
GREELEY: 820 8th Street, 80631

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

80.0' REFERENCE MONUMENTS TO N1/4 S9-T8N-R68W NAIL AND BRASS TAG IN WOODEN RAILROAD TIE STAMPED LS 34995

SAGE FARMS

LEGAL DESCRIPTIONS

Sheet 2 of 4

ZONING MAP FOR SAGE FARMS P.U.D.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST
OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

A. STATEMENT OF INTENT

This **Zoning Map** is a PUD - Planned Unit Development Overlay District ("**PUD Zone**") to serve as a master-planned development under Land Use Code 15-3-50 for the zoning of the property consisting of approximately 291.1 acres within the serial annexations for **Sage Farms Annexation and Village at Sage Farms Annexation** to the Town of Wellington, Colorado ("**Town**").

This PUD Zone is a Site Specific Development Plan and a final development plan for this Planned Unit Development under Land Use Code 15-7-20 and under Colorado Revised Statutes Section 24-68-101 et. seq. for vested rights. The duration of the vested rights under this PUD Zone is twenty (20) years from the ordinance effective date for the following zone districts: Single-Family A - R-3 Residential Medium Density District; Single-Family B - R-2 Residential Low Density District; Single-Family C - R-2 Residential Low Density District; and, Multi-Family - R-3 Residential Medium Density District. ("**Residential Vested Rights Period**"). The duration of the vested rights under this PUD Zone is twenty-five (25) years from the ordinance effective date for the following zone districts: Commercial - C-3 Mixed-Use Commercial District; and, Park and Open Space - R-3 Residential Medium Density District ("**Commercial Vested Rights Period**").

This Mixed-Use PUD is intended to create a compatible variety of land uses that provide for a homogeneous development of mixed uses that are in keeping with the property's unique physical aspects including two existing irrigation water walls which can be used for non-potable irrigation of the developed property, access from two existing public roads and unique topography allowing drainage flows along the southwest portion of the property. This zoning map is also in compliance with the Town's Comprehensive Plan. The PUD Zoning Map supplements the underlying standard zone district with modification of lot size, bulk or type of use, density, lot coverage, open space or other considerations that are incompatible and inappropriate for the overall PUD Zone and that do not correspond with existing underlying standard zone district. Lot layout, road alignments and specific multi-family and commercial building siting will be refined at the time of platting with adjustments allowed for each specific development phase and market conditions.

B. ZONING

The zoning for the property is: **PUD - Planned Unit Development Overlay District.**

C. PROJECT SUMMARY CHART

Land Use	Acreage	Maximum Density per acre	Max GLA	% of Total Area
Single Family - A	141.8 acres	0 units/acre		48.7%
Single Family - B	17.8 acres	3 units/acre		6.1%
Single Family - C	3.7 acres	3 units/acre		1.3%
Multi-Family	56.0 acres	12 units/acre		19.4%
Commercial	58.2 acres	16 units/acre	\$85,000 sq. ft.	20.0%
Public/Private	33.6 acres			11.5% of total (16.8% of residential area)
Parks & Open Space	291.1 acres		\$85,000 sq. ft.	100%

GLA is defined as "Gross Leasable Area."

D. LAND USE STANDARDS

1. Permitted Uses; Prohibited Uses; Unlisted Uses; Use Specific Standards.

A. Permitted Uses.

Uses permitted in the PUD Zone shall be those uses permitted in the underlying standard zone district for the property unless specifically listed as prohibited or otherwise modified herein. The uses permitted in this PUD Zone are listed in the sections below. All uses for this PUD Zone are defined in Section J, Definitions. If a capitalized term is not defined in Section J or otherwise in this PUD Zone, the definitions in the Municipal Code of the Town of Wellington, Colorado ("**Code**") and the Land Use Code adopted March 22, 2022 (Ordinance No. 07-2022) ("**Land Use Code**") apply. The terms in this PUD Zone control in the event of a conflict with the Code or the Land Use Code.

B. Prohibited Uses.

Uses prohibited in the PUD Zone shall be those uses prohibited in the underlying standard zone district for the property unless specifically listed as permitted or otherwise modified herein. Development or use of a property for any other use not specifically allowed in this PUD Zone and approved under the appropriate process is prohibited.

C. Unlisted Uses.

If a proposed use is not specifically listed below, the Planning Director shall determine whether the use is permitted or not permitted. This determination shall be based upon the similarity in nature and character to one or more uses that are listed as permitted in each district under this PUD Zone. In making this determination, the Planning Director may refer for guidance to the factors set forth for unlisted uses in Section 15-4-30 of the Land Use Code, as may be amended, provided that any amendment to such factors adopted during the Residential Vested Rights Period or the Commercial Vested Rights Period of the Commercial Vested Rights Period are applied consistently to all Town wide zoning districts.

D. Use-Specific Standards.

The uses permitted in each of the zoning districts established in this PUD Zone are listed below. Uses are designated as Permitted by Right (P) and as Conditional Uses (C). The list of permitted uses also provides a reference to any use-specific standards by including the designation (Y). If applicable, the use specific standards are set forth in Section 15-4-30 of the Land Use Code, as may be amended, provided that any amendment to a use specific standard adopted during the Residential Vested Rights Period or the Commercial Vested Rights Period are uniformly applied in all similar zone districts within the Town. Approval of a use listed in this PUD Zone, and compliance with any applicable use-specific standards for that use, authorizes that use only.

2. Single-Family A - R-3 Residential Medium Density District

A. Statement of Intent

This land use area is intended to provide for the development of Single-Family Detached Dwellings and Single-Family Attached Dwellings including Parks, Open space, trail systems, and green belts.

B. Uses Permitted

1. Agriculture but excluding Livestock, dairy, poultry, bee and Stable uses.
2. The storage of agricultural machinery and equipment needed in the production of agricultural products, and the storage of harvested products before wholesale distribution.
3. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-3 Residential Medium Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not prohibit a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
4. Single-Family Detached Dwellings (including up to six Single-Family Detached Dwellings utilizing the same Alley for vehicular access) (P)
5. Single-Family Attached Dwellings (including up to six Single-Family Attached Dwellings per Building; Alley loaded Single-Family Attached Dwellings are allowed) (P)
6. Community Facility (P)
7. Religious Land Use (C)
8. Civic Space (C)
9. Accessory Building but not to exceed 80 square feet (P)
10. Home Occupation (P)
11. Attached or detached garages or carports and paved parking areas (P)
12. Parks and Open space, public or private (P)
13. Sign, subdivision entrance (P)

C. Prohibited Uses

1. Multi-Family Dwelling
2. Bed and Breakfast
3. Boarding and Rooming House
4. Long-Term Care Facilities

D. Development Standards

1. Minimum Front Setback: 20 feet to garage, 15 feet to front of unit, 10 feet for rear or Alley loaded garages
2. Minimum Side Setback: 5 feet for detached units; 0 feet for attached units
3. Minimum Rear Setback: 15 feet, 5 feet for rear or Alley loaded garage
4. Minimum Lot Width: 35 feet for detached units; 25 feet for an attached dwelling
5. Minimum Distance Between Buildings: 10 feet

3. Single-Family B - R-2 Residential Low Density District

A. Statement of Intent

This land use area is intended to provide for the development of Single-Family Detached Dwellings including Parks and Open space, trail systems and green belts.

B. Uses Permitted

1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-2 Residential Low Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Single-Family Detached Dwellings (P)
3. Attached or detached garages or carports and paved parking areas (P)
4. Community Facility (P)
5. Religious Land Use (C)
6. Civic Space (C)
7. Accessory Buildings but not to exceed 80 square feet (P)
8. Accessory Dwellings Units (P) (Y)
9. Accessory Use (P)
10. Home Occupation (P)
11. Parks and Open space, public or private (P)
12. Sign, subdivision entrance (P)

C. Prohibited Uses

1. Single-Family Attached Dwellings
 2. Golf course
1. Development Standards
 2. Minimum Lot Size: 10,000 sf
 3. Minimum Front Setback: 25 feet
 4. Minimum Rear Setback: 25 feet
 5. Minimum Distance From Hwy. 1: 10 feet
 6. ROW: 50 feet

4. Single-Family C - R-2 Residential Low Density District

A. Statement of Intent

This land use area is intended to allow for the continued use of the existing agricultural uses and to allow for the development of Single-Family Detached Dwellings at some time in the future.

B. Uses Permitted

1. Agriculture but excluding Livestock, dairy, poultry, bee and Stable uses.
2. The storage of agricultural machinery and equipment needed in the production of agricultural products, and the storage of harvested products before wholesale distribution.
3. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-2 Residential Low Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not prohibit a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
4. Single-Family Detached Dwellings (P)
5. Attached or detached garages or carports and paved parking areas (P)
6. Community Facility (P)
7. Religious Land Use (C)
8. Civic Space (C)
9. Accessory Buildings but not to exceed 80 square feet (P)
10. Accessory Dwellings Units (P) (Y)
11. Accessory Use (P)
12. Home Occupation (P)
13. Parks and Open space, public or private (P)
14. Sign, subdivision entrance (P)

C. Prohibited Uses

1. Single-Family Attached Dwellings
 2. Golf course
1. Development Standards
 2. Minimum Lot Size: 10,000 sf
 3. Minimum Front Setback: 25 feet
 4. Minimum Rear Setback: 25 feet
 5. Minimum Side Setback: 10 feet
 6. Minimum Distance From Hwy. 1: 10 feet
 7. ROW: 50 feet

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

A. Statement of Intent

This land use area is intended to provide for the development of Multi-Family Dwellings, Single-Family Attached Dwellings and Single-Family Detached Dwellings.

B. Uses Permitted

1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-3 Residential Medium Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Multi-Family Dwellings (P)
3. Single-Family Attached Dwellings (P)
4. Single-Family Detached Dwellings (P)
5. Multitenant building or development (P)
6. Community Facility (P)
7. Religious Land Use (C)
8. Civic Space (C)
9. Accessory Building but not to exceed 80 square feet (P)
10. Accessory Dwellings Units (C) (Y)
11. Accessory Use (P)
12. Home Occupation (P)
13. Attached or detached garages or carports and paved parking areas (P)
14. Parks and Open space, public or private (P)
15. Sign, subdivision entrance (P)

C. Prohibited Uses

1. Bed and Breakfast
2. Boarding and Rooming House
3. Long-Term Care Facilities

D. Development Standards

1. Maximum Density: 12 units per acre
2. Minimum Front Setback: 15 feet for detached units; 10 feet for attached units
3. Minimum Setback to Garage: 20 feet front loaded; 5 feet rear or Alley loaded
4. Minimum Side Setback: 5 feet for detached units; 5 feet for attached units
5. Minimum Rear Setback: 5 feet
6. Minimum Distance between Buildings: 10 feet
7. Minimum Distance from Hwy. 1: 20 feet
8. ROW: 20 feet

2. Commercial - C-3 Mixed-Use Commercial District

A. Statement of Intent

This land use area is intended to provide for the development of a mixed-use neighborhood business and commercial shopping center which allows the convenience of these services to the neighborhoods that it serves creating a self-sustaining neighborhood.

B. Permitted Uses

1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the C-3 Mixed-Use Commercial District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Mixed-Use Dwelling (P)
3. Multi-Family Dwelling (P)
4. Multitenant building or development (P)
5. Grocery Stores, including Grocery Stores exceeding twenty-five thousand (25,000) square feet (P) (Y)
6. Child Care Center (P)
7. Long-Term Care Facilities (P)
8. Medical Care Facility (P)
9. Medical Office (P)
10. Accessory Dwelling Unit (P) (Y)
11. Accessory Use (P) (Y)
12. Home Occupation (P) (Y)
13. Sign, subdivision entrance (P)

C. Prohibited Uses

1. Boarding and Rooming House
2. Veterinary Facilities, Large animal
3. Golf Course
4. Pawn Shop
5. Medical Marijuana Store
6. Retail Marijuana Store
7. Industrial Manufacturing, Light
8. Industrial Manufacturing, Heavy
9. Golf Course

D. Development Standards

1. Minimum setbacks from:
 - a. Arterial streets: 25 feet
 - b. Other streets: 10 feet
2. Minimum internal setbacks from lot lines: 0 feet
3. Minimum setbacks from external property lines: 15 feet
4. Minimum distance between structures: 15 feet
5. Maximum Residential Density: 16 units/acre

3. Parks and Open Space - R-3 Residential Medium Density District

A. Statement of Intent

This land use area is intended to preserve and use land for both public and private recreational uses.

B. Permitted Uses

1. Parks and Open space, public or private, including active and passive recreation activities including swimming pools, tennis and basketball courts, ball fields and soccer fields, and the like. (P)
2. Accessory Building including service buildings and facilities normally incidental to the use of a public park and recreational area (P)
3. Public and private utility installations including storm drainage and detention/retention areas, and irrigation ponds (P)
4. Mixed-Use Dwellings (C)
5. Multi-Family Dwellings (C)
6. Multitenant building or development (C) (Y)
7. Community Facility (C) (Y)
8. Home Occupation (P) (Y)
9. Accessory Use (C) (Y)

C. Prohibited Uses

1. Single-Family Attached Dwellings
 2. Single-Family Detached Dwellings
 3. Bed and Breakfast
 4. Boarding and Rooming House
 5. Accessory Use (P)
 6. Long-Term Care Facilities
 7. Civic Space
1. Development Standards
 2. Minimum Lot Size - There shall be no minimum lot size for open space areas though a minimum of 20% of the site excluding the commercial parcels shall be designated as Parks and Open space (both public and private).
 3. Pocket Parks - There shall be a minimum of one pocket park for each 200 Single-Family Detached Dwellings.

E. PARKING STANDARDS

1. Off-Street Parking Requirements - shall comply per section 5.05.07 of the Town Land Use Code as amended from time to time with the exception of any one-bedroom dwelling units which shall be allowed to have a minimum of one off street parking space per unit.

F. AUXILIARY USE STANDARDS

1. Pedestrian Paths/Trails

Paths and trails shall be provided within park/open space areas and to link, where feasible, between residential and commercial use areas and open space. Such paths shall consist of asphalt, concrete, or other approved materials and range from 5 to 10 feet in width. Such paths shall be maintained by a homeowner's association, the Town of Wellington and/or special improvement district depending upon location, subject to approval by such entity.

G. MISCELLANEOUS REQUIREMENTS

1. Pollution Control

Areas disturbed during construction shall be treated in such a manner so as to minimize the impacts of erosion and dust pollution. No other polluting activity shall be permitted on a permitted basis.

2. Temporary Uses

Temporary trailers and/or residential units may be used as sales or construction offices during the sales and construction period in accordance with Section 15-4-50 and all applicable permits. Temporary material storage, concrete batch plants and other temporary construction uses may be permitted during the construction period provided such activities are secured and in accordance with Section 15-4-50 and all applicable permits. Such temporary uses shall terminate 90 days after construction of the final building within the project.

3. Buffering

Buffering adjacent to the commercial use areas shall be utilized to minimize the impacts of vehicular noise on adjacent residential areas. Commercial structures shall be placed in such a fashion to further buffer the parks and traveled areas. Where differing land uses that one another, buffering techniques shall be implemented to diffuse any negative impacts. These buffering techniques and their locations shall be determined at the time of platting and subdivision approvals.

4. Zoning Boundaries

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

H. PUD OVERLAY DISTRICT JUSTIFICATION

This PUD Zone is a mixed-use site development plan for property controlled by two affiliated landowners and under a unified plan of development for an anticipated number and density of residential dwelling units and commercial uses. It creates a compatible variety of land uses that provide for a homogeneous neighborhood of mixed uses and affordable housing that are in keeping with the property's unique, site specific topography for stormwater systems and two independent nonpotable irrigation systems that will be utilized consistent with historical water well usage. The northern portion of the property is currently adjoining public infrastructure sufficient to facilitate anticipated, existing market demand for residential dwelling units and commercial uses. Southern portion of the property is not currently served by public infrastructure sufficient to support development consistent with the objectives set forth in the Town Comprehensive Plan. The PUD Zone and vested property rights are necessary and desirable in order to ensure reasonable certainty and stability for the development of the property; stimulate economic growth consistent with the Town Comprehensive Plan; secure a reasonable investment-backed expectation over the lengthy timeframe anticipated to complete development of the residential neighborhoods and commercial uses; and, to foster public and private cooperation necessary to fund and then complete the community wide impact studies for the design, permitting, and construction of the anticipated off-site public infrastructure improvements to support development of the commercial uses in southern portions of the property consistent with the Town Comprehensive Plan. To accomplish these objectives, the PUD Zone overlays and modifies specific terms of the underlying standard zone district which do not correspond in lot size, bulk or type of use, density, lot coverage, open space and other considerations. The PUD Zone also allows for:

- the existing agricultural uses to continue to be permitted in the Single-Family C use area.
- modifies the R-3 Residential Medium Density zone allowing a reduction in the maximum density allowed in the Single-Family A use area.
- modifies the R-2 Residential Low Density zone allowing an increase the minimum lot size for Single-Family B and Single-Family C use areas.
- modifies the R-2 Residential Low Density zone allowing a reduction in the maximum density allowed in the Single-Family B and Single-Family C use areas.
- modifies the R-3 Residential Medium Density zone allowing for Multi-Family Dwellings and multitenant building or development in the Multi-Family - R-3 use area.
- creates vested rights for Mixed-Use Dwellings and Multi-Family Dwellings in the Commercial C-3 zone area.
- allows for the PUD Zone to permit additional uses that are not permitted uses in the underlying zone district consistent with the unified plan of development.
- allows the PUD Zone to prohibit and restrict specific uses that are allowed in specified areas in the underlying zone district consistent with the unified plan of development.
- allows for modifications of the Town's current road and street standards allowing narrower streets and also allowing public and private Alleys to serve the residential and commercial use areas thereby reducing development costs and making housing more affordable.

I. STREET AND ROADWAY STANDARDS

2. Commercial - C-3 Mixed-Use Commercial District

A. Statement of Intent

This land use area is intended to provide for the development of a mixed-use neighborhood business and commercial shopping center which allows the convenience of these services to the neighborhoods that it serves creating a self-sustaining neighborhood.

B. Permitted Uses

1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the C-3 Mixed-Use Commercial District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Mixed-Use Dwelling (P)
3. Multi-Family Dwelling (P)
4. Multitenant building or development (P)
5. Grocery Stores, including Grocery Stores exceeding twenty-five thousand (25,000) square feet (P) (Y)
6. Child Care Center (P)
7. Long-Term Care Facilities (P)
8. Medical Care Facility (P)
9. Medical Office (P)
10. Accessory Dwelling Unit (P) (Y)
11. Accessory Use (P) (Y)
12. Home Occupation (P) (Y)
13. Sign, subdivision entrance (P)

C. Prohibited Uses

1. Boarding and Rooming House
2. Veterinary Facilities, Large animal
3. Golf Course
4. Pawn Shop
5. Medical Marijuana Store
6. Retail Marijuana Store
7. Industrial Manufacturing, Light
8. Industrial Manufacturing, Heavy
9. Golf Course

D. Development Standards

1. Minimum setbacks from:
 - a. Arterial streets: 25 feet
 - b. Other streets: 10 feet
2. Minimum internal setbacks from lot lines: 0 feet
3. Minimum setbacks from external property lines: 15 feet
4. Minimum distance between structures: 15 feet
5. Maximum Residential Density: 16 units/acre

3. Parks and Open Space - R-3 Residential Medium Density District

A. Statement of Intent

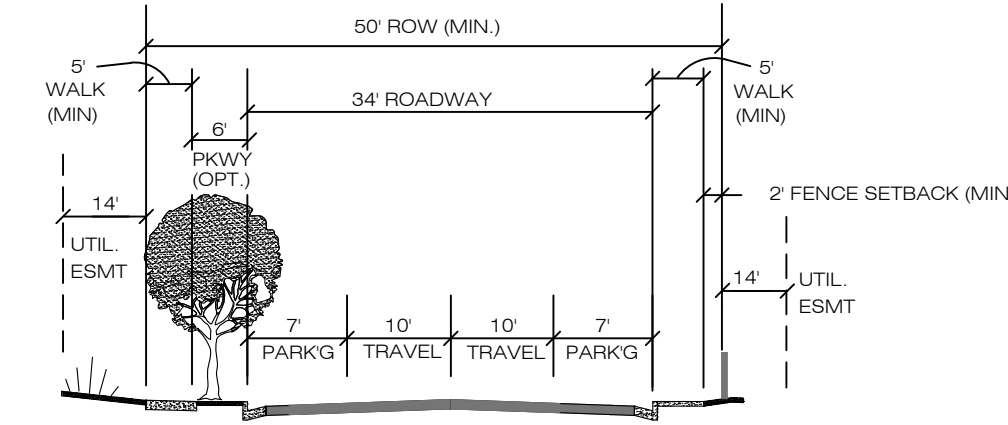
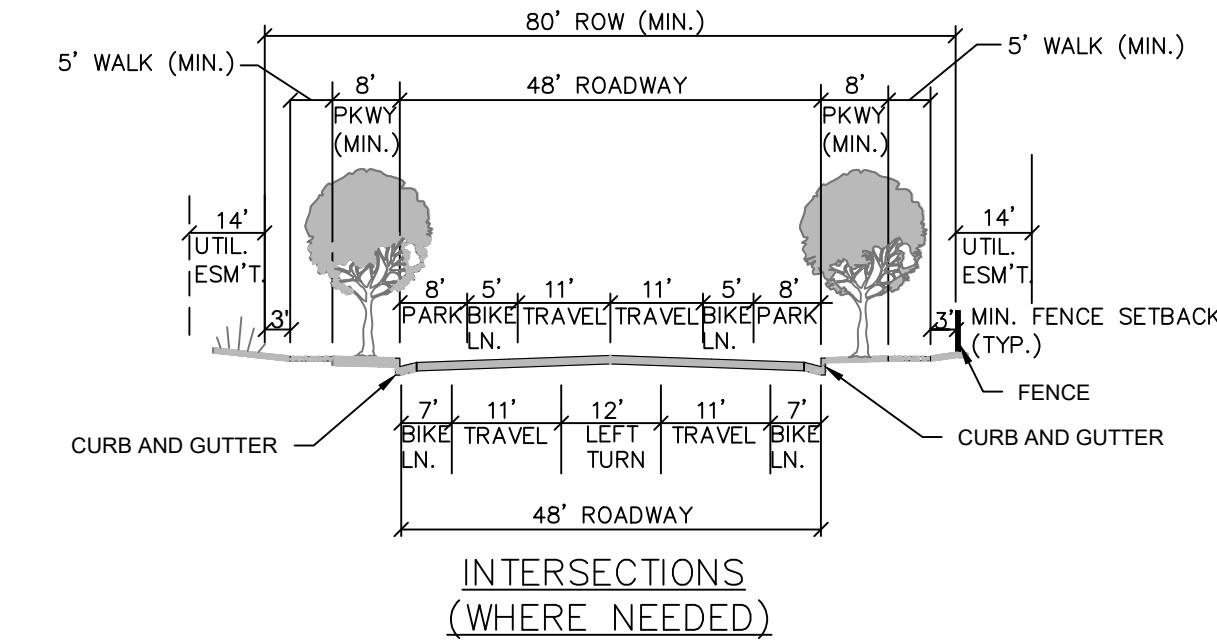
This land use area is intended to preserve and use land for both public and private recreational uses.

B. Permitted Uses

1. Parks and Open space, public or private, including active and passive recreation activities including swimming pools, tennis and basketball courts, ball fields and soccer fields, and the like. (P)
2. Accessory Building including service buildings and facilities normally incidental to the use of a public park and recreational area (P)
3. Public and private utility installations including storm drainage and detention/retention areas, and irrigation ponds (P)
4. Mixed-Use Dwellings (C)
5. Multi-Family Dwellings (C)
6. Multitenant building or development (C) (Y)
7. Community Facility (C) (Y)
8. Home Occupation (P) (Y)
9. Accessory Use (C) (Y)

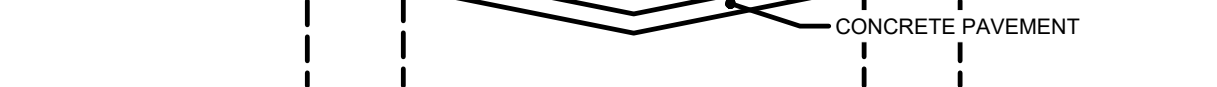
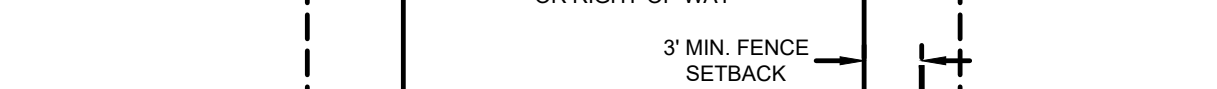
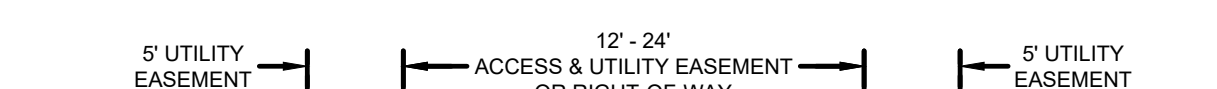
C. Prohibited Uses

1. Single-Family Attached Dwellings
 2. Single-Family Detached Dwellings
 3. Bed and Breakfast
 4. Boarding and Rooming House
 5. Accessory Use (P)
 6. Long-Term Care Facilities
 7. Civic Space
1. Development Standards
 2. Minimum Lot Size - There shall be no minimum lot size for open space areas though a minimum of 20% of the site excluding the commercial parcels shall be designated as Parks and Open space (both public and private).
 3. Pocket Parks - There shall be a minimum of one pocket park for each 200 Single-Family Detached Dwellings.



ROADWAY WIDTH: 48'
RIGHT OF WAY WIDTH: 80' (MIN.) PLUS 28' (MIN.) UTILITY EASEMENT
TRAVEL LANES: TWO LANES, 11' WIDE
LEFT TURN LANES: 12' WIDE AT INTERSECTIONS WHERE NEEDED
BIKE LANES: TWO LANES, 5' WIDE (7' WIDE WHERE ADJACENT TO CURB)
PARKING: TWO LANES, 8' WIDE. PARKING MAY BE REMOVED AT CERTAIN LOCATIONS TO PROVIDE A LEFT TURN LANE AT INTERSECTIONS WHERE NEEDED.
PARWAY: 8' (MIN.) WIDE. ADDITIONAL WIDTH OPTIONAL
SIDEWALK: 5' (MIN.) WIDE. ADDITIONAL WIDTH MAY BE REQUIRED FOR HIGHER PEDESTRIAN TRAFFIC WITHIN AND LEADING TO ACTIVITY AREAS.
MEDIAN: IF MEDIANS ARE PROPOSED THEY MUST BE ACCEPTABLE TO THE TOWN.
WHERE USED: THESE SPECIFICATIONS SHALL APPLY AS REQUIRED BY THE TOWN, WHEN A COLLECTOR STREET IS SHOWN ON THE MASTER STREET PLAN OR WHEN THE TRAFFIC VOLUME ON THE STREET IS ANTICIPATED TO BE IN THE RANGE OF 2,500 TO 3,500 VEHICLES PER DAY.
DESIGN SPEED: 40 MPH
SPEED LIMIT: 25-30 MPH
ACCESS: NO LIMIT
FENCES: FENCES SHALL BE SETBACK A MINIMUM OF 3' FROM THE BACK EDGE OF THE SIDEWALK.
CURB AND GUTTER: VERTICAL CURB AND GUTTER, OR DRIVEOVER IF APPROVED BY THE TOWN.

STRIPING: STRIPE INTERSECTION APPROACHES ONLY.
STREET TREES: AS SHOWN ON LANDSCAPING PLAN TO BE APPROVED BY TOWN. REQUIRED SPACING IS 40' O.C.



A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST
OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

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THE APPROVAL BY THE TOWN OF WELLINGTON, COLORADO OF THE ANNEXATION OF THE REAL PROPERTY KNOWN AS THE SAGE FARMS ANNEXATION CREATES A VESTED PROPERTY RIGHT PURSUANT TO COLORADO REVISED STATUTES SECTION 24-68-101, ET. SEQ., AS AMENDED, AND PURSUANT TO THE TOWN LAND USE CODE OF THE TOWN OF WELLINGTON, COLORADO, SECTION 15-7-20, AS AMENDED, WITH THE EFFECTIVE DATE OF THIS VESTED PROPERTY RIGHT BEING THE DATE OF THE ANNEXATION ORDINANCE.

ANNEXATION AGREEMENT

SAGE FARMS ANNEXATION

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024, between the TOWN OF WELLINGTON, COLORADO, a Colorado municipal corporation, hereinafter referred to as the “Town”, and Sipes Farm Holding, LLC, a Colorado limited liability company, and FC Farm Holding, LLC, a Colorado limited liability company, hereinafter referred to collectively as the “Owner” or “Owners.”

WITNESSETH:

WHEREAS, Owners are the owners of the Property more fully described in this Agreement; and

WHEREAS, Owners have filed a petition to annex the Property to the Town; and

WHEREAS, the Town has passed a resolution pursuant to C.R.S. § 31-12-108(1) finding that the proposed annexation complies with C.R.S. § 31-12-104 and 31-12-105; and

WHEREAS, an annexation impact report has been prepared pursuant to §31-12-108.5, C.R.S., and copies have been distributed in accordance with the statutory requirements; and

WHEREAS, Colorado’s Courts have recognized that the Municipal Annexation Act of 1965 contemplates annexation agreements as a routine step in the annexation process; and

WHEREAS, the parties recognize that this annexation agreement is the first parcel of real property annexed to the Town as a serial annexation of property all of which is within the boundaries of the Wellington Comprehensive Plan 2021; and

WHEREAS, the parties desire to enter into an annexation agreement to set forth various obligations of the parties including obligations for development and use of the Property in the future; and,

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to further the planning and economic policies of the Town for the annexation of approximately 247.56 acres zoned for residential, commercial, and parks/open space purposes. This Agreement establishes the Zoning and Vested Property Rights upon annexation of the Property defined herein. The development, the construction, and uses of the Residential Neighborhoods, the Commercial Property, and the Parks/Open Space within the Property are expected to generate new employment opportunities in the Town and other public benefits for the Town. The Town approves the Zoning and finds that the terms of this site-specific development plan set forth in this Agreement are reasonably necessary to protect the public health, safety, and welfare. The “Property” means the Property defined on **Exhibit A** which Owners have filed a petition for annexation with the Town for the Sage Farm Annexation.
2. **Definitions.** When used in the Agreement, the following terms and references shall have the meanings indicated:
 - 2.1. “Commercial Property” means that portion of the Property consisting of approximately 9.5 acres adjoining G.W. Bush Avenue which is zoned Commercial C-3 Zoning.
 - 2.2. “Comprehensive Plan” means the Wellington Comprehensive Plan 2021 adopted by the Town of Wellington Planning Commission under Resolution No. PC-01-2021 and ratified by the Board of Trustees by Resolution No. 26-2021.
 - 2.3. “G.W. Bush Ave. Railroad Improvements” means the railroad improvements at G.W. Bush Ave. and the BNSF crossing which are subject to and governed by the Memorandum of Agreements for Public Improvements (Sage Meadows Subdivision) dated February 15, 2018, recorded with the Larimer County Clerk and Recorder on February 16, 2018, at Reception Number 20180009848.
 - 2.4. “Non-potable Irrigation System” means the non-potable water delivery systems providing exterior irrigation water for landscaping within the Property. Nonpotable water is provided by two water wells known as the Kershner Well and the Blehm Well. The use of water provided from each water well is limited to the area historically irrigated by each such well and the Non-potable Irrigation System will be designed and constructed in a manner to preserve historical water use of each independent water well.
 - 2.5. “Large Planned Community” means a planned community that meets the criteria set forth in Section 38-33.3-116.3 of the Colorado Common Interest Ownership Act (“CCIOA”). The Town acknowledges that the Owner intends to qualify the Property, together with the Village at Sage Farms Annexation property, as a Large Planned Community under CCIOA.
 - 2.6. “Master Association” means an organization that is authorized to exercise some or all of the powers of one or more associations on behalf of one or more common interest communities or for the unit owners of one or more common interest communities under CCIOA.

- 2.7. “Planned Unit Development (PUD) Overlay District” means the zoning adopted for the Property pursuant to the Wellington Land Use Code and the Colorado Planned Unit Development Act of 1972, as amended, for the Sage Farm P.U.D. dated _____, 2024 attached hereto and incorporated herein by reference as **Exhibit B**.
- 2.8. “Parks/Open Space” means all portions of the Property as set forth on the Zoning Map zoned for parks and open space, recreation areas and facilities, whether public or private.
- 2.9. “Residential Neighborhoods” means all portions of the Property zoned for residential purposes as set forth on the Zoning Map including Single Family Residential (A) – R– 3 zoning, Single Family Residential (B) – R–2 zoning, Single Family Residential (C) – R-2 zoning, and Multifamily Residential – R–3 zoning.
- 2.10. “Town Standards” means the Standard Design Criteria and Standard Construction Requirements adopted by the Town and in effect at the time construction commences for any approved phase of development.
- 2.11. “Villages at Sage Farms” means that certain property immediately to the south and west of the Property which the Town and the Owner anticipate will be annexed to the Town under a separate annexation petition and agreement (“Villages at Sage Farms Annexation”).
- 2.12. “Vested Property Rights” means those rights granted pursuant to Colorado Revised Statutes 24–68–101, *et seq.* and the Town Land Use Code Section 15-7-20.
- 2.13. “Wastewater Reclamation Facility” means the capital improvement project including construction, reconstruction and expansion of the Town’s facility used for the collection and treatment of wastewater with an anticipated completion and operating date of November 30, 2024.
- 2.14. “Water Treatment Plant” means the capital improvement project including construction, reconstruction and expansion of the Town’s facility used for the treatment and distribution of potable water with an anticipated completion and operating date of September 30, 2024.
- 2.15. “Zoning Map” means the map attached hereto and incorporated herein by reference as **Exhibit B** adopted as a Planned Unit Development (PUD) Overlay District the approval of which is a condition to the Annexation of the Property.
3. **Adequate Public Facilities.** At the time of this Agreement, the Town is in the process of constructing capital expansion projects of the Water Treatment Plant and Wastewater Reclamation Facility. The Owner understands and agrees that limited building permits for new construction on the Property are available until completion and operation commences for the Wastewater Reclamation Facility and the Water Treatment Plant.

The Town and the Owner recognize that, except as specifically set forth herein or in a subsequently mutually agreed-upon Development Agreement (defined below), the Town does not provide public improvements to serve the Property. The Owner will be responsible for extending all utilities, streets and other public infrastructure to serve the Property. However, the failure of Owner to obtain Town-provided utilities to serve the

Property, for reasons that are solely caused by the Town, by the dates identified in Sections 2.13 and 2.14, including but not limited to water service and sanitary sewer service, shall be grounds for disconnection pursuant to the Colorado Revised Statutes Section 31-21-101, *et. seq.* as amended (the “Annexation Act”).

4. **Zoning.** Annexation of the Property to the Town is expressly conditioned upon the Town’s contemporaneous approval in a single Ordinance both approving the annexation and granting the requested Zoning pursuant to the Zoning Map for Sage Farm P.U.D. The Zoning is approved simultaneous with the Annexation of the Property. If the Town does not approve the Zoning for the Property as specified herein, this Agreement shall automatically terminate, the Owner’s Annexation Petition shall automatically be deemed withdrawn, the Town shall have no right or ability to complete the annexation of the Property under the current Annexation Petition. Further, Owner shall have the unrestricted and uncontested right, as necessary, to complete a disconnection of the Property pursuant to the Annexation Act.
5. **Vested Property Rights.** The Owner and the Town agree that the Town’s Zoning of the Property as provided pursuant to this Agreement shall constitute an “approved site-specific development plan” as defined in Colorado Revised Statutes Section 24-68-101, *et. seq.*, and as provided in Section 15-7-20 of the Town’s Land Use Code. The Owner, its successors and assigns, shall have Vested Property Rights to undertake and complete the development and use of the Property as provided in this Agreement for a period of twenty (20) years from the effective date of the Town’s annexation of the Property, subject to extension as agreed to by the parties and approved by the Town.
6. **Existing Legal Uses.** Any uses on the Property that are legally existing at the time of annexation are allowed to continue provided that such uses are not otherwise in conflict with rules and regulations of the Town. Such existing uses will become nonconforming uses and subject to the nonconforming use standards of the Town.
7. **Development Agreement.** The Property, and the Village at Sage Farm Annexation property, shall be developed in multiple phases under the Planned Unit Development (PUD) Overlay District which reflects a unified plan of development. Prior to the commencement of construction of any phase or portion of the Property, a memorandum of agreement for public improvements or similar development agreement (“Development Agreement”) shall be in place which shall further address public improvements including installation of streets, sidewalks, signage and traffic control, landscaping, the installation and maintenance of water delivery systems, wastewater collection systems, and stormwater drainage systems, the design and installation of which shall be in accordance with the Planned Unit Development (PUD) Overlay District and applicable adopted Town Infrastructure Master Plans and applicable Town standards. In the event of a conflict between the Planned Unit Development (PUD) Overlay District, Town Infrastructure Master Plans and applicable Town standards, the Planned Unit Development (PUD) Overlay District shall control. The Development Agreement shall also include provisions for the installation and private maintenance of Landscaping, private stormwater drainage systems, and the Non-Potable Irrigation System. Further, the Development Agreement may include reimbursements to the Owners for the oversizing of certain improvements and construction of certain public improvements as agreed to by the parties in subsequent Development Agreements for development phases. To facilitate construction of public

improvements, the Town may consider the creation or authorization of one or more public districts including a variety of quasi-municipal or improvement districts (e.g. including but not limited to, special districts, general improvement districts, and metropolitan districts (collectively, “Public Districts”) formed to advance the capital improvements as may be set forth in Infrastructure Master Plans and related engineering studies. The Town agrees not to condition building permits for the Property on completion of the G.W. Bush Railroad Improvements. The Property, or any portion thereof, may be the subject of site-specific development plans with the mutual consent of the Town and the Owner, but without amending or modifying this Agreement. The Development Agreement for the initial phase of the Property shall comply with the CCIOA requirement to establish the Property, and the Village at Sage Farms Annexation property as a Large Planned Community.

8. **Dedications.** The Owners agree to dedicate or have dedicated property necessary to install public improvements as defined in this Agreement and any subsequent subdivisions or other plat approved by the Town and Owner shall warrant title to the same subject only to those exceptions reasonably accepted by the Town.
9. **Schools, Parks and Open Space.** Neither the Owner nor its successors or assigns shall be required by the Town to dedicate land for public school purposes. The Developer and School District may enter into agreements for the payment of fees-in-lieu of a land dedication within the Property. The Zoning provides for approximately 39.6 acres of the Property zoned Private Parks & Open Space, R-2 Zoning District for use as a private park/open space (“Parks/Open Space”). The Parks/Open Space uses shall satisfy all parks and open space requirements for the Commercial Property and the Residential Neighborhoods. The Owner agrees to convey ownership of that portion of the Property zoned for Parks/Open Space uses to a common interest community association to be maintained and managed for private parks and open space uses. That portion of the Property maintained and managed for private parks and open space purposes may also include public easements and public infrastructure such as stormwater systems or public sidewalk/trail crossings for the development of the Property.

The Town and the Owners acknowledge and recognize that the cost, scope, and timing for construction of a larger, regional park is currently unknown. If the Town subsequently pursues the establishment of a larger, regional park which is determined to adequately serve the residents of the Property, the Town agrees that approximately fifteen (15) acres of the property zoned C-1 Commercial, and approved for Public/Private Parks & Open Space, may be used for alternative permitted or conditional uses including Multi-Family Dwellings or Mixed Use Dwellings subject to mutual agreement of a development agreement, plat and compliance with the Town’s Land Use Code.

10. **Development Impact Fees.** Except as specifically modified in this Agreement, the Owners agrees to pay all development impact fees imposed by the Town including but not limited to building inspection, parks, trails, water, sanitary sewer, stormwater drainage, road impact, library, and similar fees. The Owners understand that these fees are (A) normally payable at the time of building permit request and (B) that the timing and amounts of these fees may be modified by the Town. The Owners acknowledge the obligation to pay all review fees and other expenses as may be required by the Land Use

Code or other applicable Town ordinance or resolution pertaining to the Annexed Property.

11. **Water Contributions.** In consideration for the annexation of the Property, the Owners shall contribute raw water rights, or may pay cash-in-lieu of payments according to the Town's then current rate schedule, to satisfy the raw water requirement. The Town has sole discretion to accept water rights or payment of cash-in-lieu. The Town's Land Use Code requires developers to satisfy the water requirement at the time of issuance of a building permit.
12. **Road Construction and Dedication.** No Owner shall be entitled to develop any portion of the Property without first entering into agreements including a memorandum of agreement for public improvements, or similar agreement, with the Town providing for the construction and ongoing maintenance of any necessary roads and road improvements (including sidewalks), whether public or private, to serve the Property. Unless it otherwise consents, the Town shall have no obligation at any time to construct roads serving the Property, including off-site improvements as needed. All roads and road improvements for the development of the Property shall be constructed by the Owners in accordance with all applicable Town ordinances, rules, regulations, and engineering specifications in effect at the time that the Owners' property is developed. Owners shall be solely responsible for the cost to install any roads or road improvements subject to any repayments that may be agreed upon between the Town and Owner in subsequent Development Agreements for development phases. The Owners are required to adhere to the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans in the design and construction of roads and road improvements. In the event of a conflict between the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans, the Planned Unit Development (PUD) Overlay District shall control. The Town and Owners may enter into agreements for repayment of oversizing of arterial and other non-local streets in accordance with the Town's policies for oversizing public improvements.
13. **Water/Sewer Improvements.** As a condition of any development, Owners shall install water and sewer improvements to serve the Property. All water and sewer service shall be constructed in accordance with applicable Town ordinances, rules, regulations, standards and engineering specifications as may be in effect at the time of development. Owners shall be solely responsible for the cost to install such water and sewer improvements subject to any mutually agreed-upon right to repayments based upon oversizing such systems in accordance with Town policy and standards. The Town and Owners may enter into agreements for repayment of oversizing of such water and sewer improvements in accordance with the Town's policies for oversizing public improvements in effect at the time of construction approval by the Town, or the creation of Public Districts to advance the capital improvements as may be set forth in Infrastructure Master Plans and related engineering studies. The Owners shall pay all costs associated with obtaining water and sewer service for its portion of the Property and will obtain all necessary easements for construction and maintenance of any sewer or water improvements.

NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, THE OWNERS ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED THAT AS A RESULT OF SETTLEMENT STIPULATION ENTERED INTO BETWEEN THE TOWN AND THE NORTHERN COLORADO WATER ASSOCIATION THE TOWN IS PRECLUDED FROM PROVIDING DOMESTIC WATER SERVICE TO CERTAIN AREAS IN AND SURROUNDING THE TOWN.

In those areas that the Town is unable to serve, Owners must receive service from the Water Association or must obtain the Water Association's consent for the Town to provide service.

- A. There are two (2) existing homes commonly known as 5950 North County Road 9 and 6136 North County Road 9, Wellington, Colorado on the Property that are currently supplied water by Northern Colorado Water Association (collectively, the "Existing Agriculture Residences"). Town agrees that the existing water service may remain for one or both of the Existing Agricultural Residences until such time as the Owner requests water service from the Town, or until such time as either residence is connected to the Town water system, whichever occurs first.
- B. The Existing Agricultural Residences on the Property are on private septic systems. Town agrees that the existing septic systems may remain for one or both of the Existing Agricultural Residences until such time as the Owner requests wastewater service from the Town, or until such time as either residence is connected to the Town water system, whichever occurs first.

14. Non-potable Irrigation System. The Owner, its successors, and assigns, shall install a non-potable water irrigation system ("Irrigation System") to deliver non-potable water from two (2) existing water wells identified below to all lots, tracts, outlots, streetscapes, parks, open space, and the like within the Property. The Owner and the Town will determine the design and operating details of the Irrigation System through the development agreement review and approval process for the first phase of the development.

The Town and the Owner acknowledge and agree that further agreements will be necessary prior to approval of the first phase of the development to establish water use agreements concerning the ownership and management of the water wells and water rights, and the design, operating, and maintenance details of the Irrigation System. Such agreements will consider the following policies and guiding principles:

- (i) ownership and operational responsibility of each water well, the water rights and well pump (including industry standard improvements such as well liner maintenance for appropriate water quality) will be retained by the Owner, and its assignee the special purpose entity. The Town will not acquire an ownership interest in the water wells and water rights or require a transfer of ownership to an association;

- (ii) the Owner will transfer ownership of the water wells, water rights, and well pump to a special purpose entity owned and controlled by the Owner, its successors, and assigns;
- (iii) the Town and the special purpose entity will complete and execute a water use agreement to establish the water usage charges, operational guidelines, maintenance responsibilities, and the like to create mutual confidence in the long-term viability of the non-potable irrigation system prior to the approval of the first phase of the development. The water use agreement will establish reasonable parameters on the cost of water paid by the associations to the special purpose entity. The cost of non-potable water will include a charge pegged and capped at a percentage of the Town's adopted water rate plus a fixed annual raw water charge allowing for periodic adjustment as agreed to in the executed water use agreement. A master association, and subassociations for subsequent development phases, will pay the cost of water charge to the special purpose entity;
- (iv) the Town and the Owner will determine the design, operating, and maintenance details of the Irrigation System through the development agreement review and approval process for the first phase and subsequent phases of the development. The Owner will install the master irrigation system, including accepted industry standard non-potable water quality filtering equipment, to deliver non-potable water to each development phase within the Property. The master association will own, operate, and maintain that portion of the Irrigation System delivering non-potable water to each subassociation established for development phases. Each subassociation will own, operate, and maintain that portion of the Irrigation System delivering non-potable water to the Property within a particular development phase;
- (v) the Town will have the right, but not the obligation, to assume responsibility for the ownership, operation, and maintenance of any or all portions of the Irrigation System, and to assess the cost of such operation and maintenance as an assessment against all of the lots within the Property, and to seek enforcement of the covenants of each association, if the Irrigation System is inadequately operated or maintained to the specifications approved for each development phase. In the event the Town exercises the right to assume responsibility for the operation and maintenance of the water wells or other portions owned by a special purpose entity, the Town may assess the cost of such operation and maintenance through water charges paid to the special purpose entity by the master association, subassociations, and any or all end-users;
- (vi) the special purpose entity and the Town will evaluate and determine at each development phase a reasonable contingent water supply of surface water rights to be owned and managed by the special purpose entity to supplement the water wells if either of the existing water wells is determined to not provide sufficient water for the cumulative water demand for approved landscaping within all existing and approved development phases within the development. The total amount of contingent water supply of surface water

rights owned and managed by the special purpose entity may increase or decrease as determined during the review and approval of each development phase; and,

- (vii) in consideration of the mutual benefits under this Agreement, the special purpose entity agrees to deliver a reasonable quantity of non-potable water to Town owned parks, streetscapes, and open space at no charge for the duration of the water use agreement.

The northern portion of the Property is currently, and has historically been irrigated, by the Kershner Well and Pumping System with Subterranean Water Well Priority No. 265 S.W., Appropriation Date: May 31, 1947; Adjudication Date: September 10, 1953, CA 11217 (“Kershner Well”). The adjoining Village at Sage Farms Property, is currently, and has historically been irrigated, by the water well and pumping system as more specifically described in the Decree dated April 20, 1972, in Civil Action No. W-1344 in the Water Division I, State of Colorado (“Blehm Well”). The Town and the Owner agree that the Irrigation System will be designed such that the Kershner Well only irrigates that portion of the Property historically irrigated by the Kershner Well, and that the Blehm Well only irrigates that portion of the Property historically irrigated by the Blehm Well.

The Kershner Well and the Blehm Well shall be accepted by the Town, upon Town acceptance of well testing prior to the first phase of the development, as full satisfaction of the water demand required for all lots, tracts, outlots, streetscapes, parks, open space, and the like within the Property. The Owner, the special purpose entity, and their successor, and assigns, shall not be required to dedicate raw water or pay any fee in lieu of dedication for any current or future Town requirements related to the use of non-potable water for outdoor irrigation within the development for the duration of the water use agreement.

15. **Non-Municipal Dedications.** Owners agree to provide appropriate easements or rights-of-way for non-municipal utilities as recommended by the Town Engineer including but not limited to easements for gas, electric, cable TV and irrigation water service.
16. **Storm Drainage Improvements.** Owners shall construct and maintain such storm drainage improvements as are required by any applicable Town ordinances, rules, regulations and engineering specifications in effect at the time the development occurs and shall further dedicate all necessary easements for storm sewers to serve Property being developed and to serve impacted surrounding properties. Unless it otherwise consents, the Town shall not be obligated to provide storm drainage improvements for any portion of the Property; provided, however, the Town agrees that the property platted and developed for Parks/Open Space uses may also include all necessary improvements to construct, operate and maintain the privately maintained stormwater systems for the development of the Property.
17. **Landscaping.** Owner shall install street trees and landscaping which complies with a landscaping plan to be submitted and approved by the Town at the time of subdivision plat or development plan. The Owner, or an association shall maintain street trees and landscaping in good and live condition, including proper watering, fertilization, pest control, pruning and mowing necessary for the health and structural integrity of trees and

vegetation, and shall replace any dead trees or vegetation no later than the following planting season.

18. Agricultural Use; Phased Development.

18.1. As of the date of this Agreement, portions of the Property are being used for agricultural purposes. The Property may continue to be used for agricultural uses as existing and as consistent with the historic uses of such property at the time of annexation, including waterfowl hunting on the Property owned by Sipes Farm Holding, LLC, until a development plan or subdivision plat has been approved, a construction permit obtained, and construction commences on a specific portion of such property. The phased development of the Property shall consider and accommodate the existing agricultural uses of the specific portions of the Property not yet under construction.

18.2. The Town and other governmental authorities have adopted certain weed control, dust control, and other nuisance standards applicable to urban environments; the parties acknowledge that such standards are often inconsistent with agricultural uses. The Town agrees that urban standards shall not be unreasonably enforced or applicable in a manner that materially interferes with existing agricultural use on the Property. If any portion of the Property is not being used for agricultural purposes, and Owner does not otherwise ensure the sources of weed, dust, and nuisance violations are addressed, the Town shall have the right to address the sources of such violations, after reasonable notice and an opportunity for the Owner to address such concerns, and Owner shall reimburse any costs the Town reasonably incurs in addressing such violations.

19. Initiative/Referendum. If the annexation of the Property, or any portion thereof, is challenged by a referendum, all provisions of this Agreement, together with the duties and obligation of each party (including payment of all taxes imposed by the Town and enforcement of any Town ordinances on the Property), shall be suspended pending the outcome of the referendum election. If the referendum challenge results in disconnection of the Property from the Town, then this Annexation Agreement and all provisions contained herein shall be null and void and have no further effect. If the referendum challenge fails, then Owners and the Town shall continue to be bound by all terms and conditions of this Annexation Agreement. Upon such disconnection, the Town shall have no further obligations or responsibilities as to such disconnected property, and Owners shall have no further obligation to the Town, other than such obligations that may exist by statute or this agreement. The duration of the Vested Property Rights shall toll during the pendency of any initiative or referendum.

If any citizen-initiated ordinance becomes effective in the Town within eleven (11) months after the effective date of the annexation ordinance, which substantially alters or limits Owners' right to use its portion of the Property as contemplated by this Agreement, then the Town, upon the written request of Owners, will proceed to take all necessary action to disconnect the Owners' Property from the Town.

20. Disconnection. Except as specifically set forth herein, the Owners may not petition the Town to disconnect any portion of the Property if the effect of that disconnection would be that any other property in the Town would no longer have the contiguity to the Town.

If Owners properly disconnect any portion of the Property as provided for herein, this Agreement shall continue to bind the Owners and Property to the extent that the Town has incurred obligations in reliance on this Agreement and the annexation petition.

21. **Court Action.** If the annexation of all or any portion of the Property is voided by action of any court (excluding any action arising as a result of an initiative or referendum) the Town and Owners shall cooperate to cure any legal defect which resulted in disconnection and upon cure this Agreement shall be deemed an agreement to annex such property to the Town as provided for by C.R.S. §31-12-121. Owners shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.
22. **Town's Ordinances.** Development of the Property shall be governed by the Town's ordinances, resolutions, standards, fees and policies currently in effect and as may be adopted or amended in the future. Except as set forth in this Agreement, land use issues remain subject to the police power and legislative authority of the Town.
23. **Enforcement.** This Agreement shall be specifically enforceable by a court of competent jurisdiction. In the event of a material breach of any material provision of this Agreement, the nonbreaching party may ask a court of competent jurisdiction to enter a writ of mandamus, temporary or permanent restraining orders, temporary or permanent injunctions, or orders of specific performance to compel the breaching part to perform its duties under this Agreement and to grant such other relief as may be afforded by law, it being the intent of this provision to supplement the law of remedies.
24. **Review and Processing.** The Owner and Town desire to timely review all development applications submitted in fulfilment of the Town development regulatory processes including, without limitation, use permits, variances, design review and building permit processes to the extent necessary for the development and construction of the improvements on the Property.
25. **Coordination/Cooperation.** Except where any matter is expressly stated to be in the sole discretion of a party hereto, the parties agree that in the performance of this Agreement, each will act in good faith and coordinate and cooperate with each other to the extent necessary to fulfil the terms and conditions of this Agreement.
26. **Further agreements.** The parties agree to sign any further documents reasonably required by Owners or the Town to carry out the terms of this Agreement.
27. **Recordation.** This Agreement and any amendments to this Agreement may be recorded with the Larimer County Clerk and Recorder and shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of the Owners. Upon conveyance of any interest in the Property, the previous Owners shall be released of any future obligation hereunder as to the portion of the Property conveyed. This Agreement shall constitute a covenant running with the Property.
28. **Approval.** This Agreement shall be null and void if the Town Board fails to approve the annexation of the Property. The Annexation is conditioned upon the simultaneous approval of this Agreement and the Planned Unit Development (PUD) Overlay District.
29. **Amendment.** This Agreement may be amended only by written agreement between the Owner and the Town.

30. **Entire agreement.** Subject to the Town code and other properly adopted authority, this Agreement represents the entire agreement between the parties. Any amendments to this Agreement to be affective shall be in writing.
31. **Indemnification.** Owners, jointly and severally, agree to indemnify and hold the Town and its officers, employees, agents, and contractors harmless from and against all liability, claims, and demands, including petitions for judicial review, pursuant to §31-12-116, C.R.S., made by any person or entity other than the Town, its elected, appointed or employed representatives which arise of or are in any manner connected with the annexation of the property, including court costs and reasonable attorney fees.
32. **Counterparts.** This Agreement may be executed by any number of counterparts and by any number of counterpart signature pages, each of which shall be an original with the same effect as if each of the signatures were affixed to the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this annexation agreement the day and year first written above.

[signature pages follow]

[Signature Page of Owner]

FC Farm Holding, 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 January, 2024, by Daren L. Roberson, as Manager of FC Farm Holding, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

[Signature Page of Owner]

Sipes Farm Holding, 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 this _____ day of January, 2024, by Daren L. Roberson, Manager of Sipes Farm Holding, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

[Signature Page of Town]

TOWN OF WELLINGTON

Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

(SEAL)

Approved as to form:

Poudre Legal Advisors, LLC
Attorney for Town

Dan Sapienza

Exhibit A

SAGE FARMS ANNEXATION PARCEL

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

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

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

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;

THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;

THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;

THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;

THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;

THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;

THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;

THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;

THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93- EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;

THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;

THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord

bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;

THENCE North 51° 23' 13" West a distance of 271.70 feet;

THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a

Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;

THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

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

feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

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

THENCE North 89° 18' 40" West a distance of 700.76 feet;

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

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

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;

THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet; THENCE North 02° 10' 54" West a distance of 185.49 feet;

THENCE North 02° 11' 06" West a distance of 872.21 feet;

THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

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

Exhibit B

Sage Farm P.U.D

THE APPROVAL BY THE TOWN OF WELLINGTON, COLORADO OF THE ANNEXATION OF THE REAL PROPERTY KNOWN AS THE SAGE FARMS ANNEXATION CREATES A VESTED PROPERTY RIGHT PURSUANT TO COLORADO REVISED STATUTES SECTION 24-68-101, ET. SEQ., AS AMENDED, AND PURSUANT TO THE TOWN LAND USE CODE OF THE TOWN OF WELLINGTON, COLORADO, SECTION 15-7-20, AS AMENDED, WITH THE EFFECTIVE DATE OF THIS VESTED PROPERTY RIGHT BEING THE DATE OF THE ANNEXATION ORDINANCE.

ANNEXATION AGREEMENT

VILLAGE AT SAGE FARMS ANNEXATION

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024, between the TOWN OF WELLINGTON, COLORADO, a Colorado municipal corporation, hereinafter referred to as the “Town”, and Sipes Farm Holding, LLC, a Colorado limited liability company, hereinafter referred to collectively as the “Owner.”

WITNESSETH:

WHEREAS, Owner is the owner of the Property more fully described in this Agreement; and

WHEREAS, Owner has filed a petition to annex the Property to the Town; and

WHEREAS, the Town has passed a resolution pursuant to C.R.S. § 31-12-108(1) finding that the proposed annexation complies with C.R.S. § 31-12-104 and 31-12-105; and

WHEREAS, an annexation impact report has been prepared pursuant to §31-12-108.5, C.R.S., and copies have been distributed in accordance with the statutory requirements; and

WHEREAS, Colorado’s Courts have recognized that the Municipal Annexation Act of 1965 contemplates annexation agreements as a routine step in the annexation process; and

WHEREAS, the parties recognize that this annexation agreement is the second parcel of real property annexed to the Town as a serial annexation of property all of which is within the boundaries of the Wellington Comprehensive Plan 2021; and

WHEREAS, the parties desire to enter into an annexation agreement to set forth various obligations of the parties including obligations for development and use of the Property in the future; and,

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to further the planning and economic policies of the Town for the annexation of approximately 52.97 acres zoned for commercial, mixed-use and other related and supporting purposes. This Agreement establishes the Zoning and Vested Property Rights upon annexation of the Property defined herein. The development, the construction, and uses for Commercial Property within the Property are expected to generate new employment opportunities in the Town and other public benefits for the Town. The Town approves the Zoning and finds that the terms of this site-specific development plan set forth in this Agreement are reasonably necessary to protect the public health, safety, and welfare. The “Property” means the Property defined on **Exhibit A** which Owner has filed a petition for annexation with the Town for the Village at Sage Farms Annexation.
2. **Comprehensive Plan.** This Agreement also establishes a framework for the Owner and the Town to cooperate and work toward the anticipated entitlement and development of approximately 52.97 acres of real property as a mixed-use commercial corridor the completion of which the parties acknowledge is contingent on securing funding and establishing a schedule for the construction of regional transportation and public improvements of community wide impact. The Property is within the area defined as the Commercial Node in the Wellington Comprehensive Plan 2021 and is directly related to the potential completion of regional public improvements as established in the Town’s Comprehensive Plan and other related town Infrastructure Master Plans or available planning information. The Owner and the Town agree to work cooperatively to secure the funding and establish a schedule for the completion of the Regional Improvements.
3. **Zoning and Development of Property.** Annexation of the Property to the Town is expressly conditioned upon the Town’s agreement to pursue in good faith the Town’s objectives set forth in the Comprehensive Plan. Owner acknowledges that upon annexation the Property is subject to the Comprehensive Plan and that the parties anticipate commercial development within the Town’s municipal boundaries.
4. **Definitions.** The following terms are applicable primarily to the Property and Regional Improvements with reference to the policies and objectives of the Comprehensive Plan:
 - 4.1.1. “Activity Center” means that general area located along East County Road 58 and in the vicinity of the intersection of East County Road 58 and State Highway 1 as defined in the Comprehensive Plan.
 - 4.1.2. “Comprehensive Plan” means the Wellington Comprehensive Plan 2021 adopted by the Town of Wellington Planning Commission under Resolution No. PC-01-2021 and ratified by the Board of Trustees by Resolution No. 26-2021, and any subsequent Comprehensive Plan or amendments to a Comprehensive Plan adopted pursuant to law by the Town of Wellington.
 - 4.1.3. “County Road 58 Railroad Improvements” means the railroad improvements at County Road 58 and the BNSF crossing, the construction of future roadway, signalization and crossing improvements at the Burlington Northern Santa Fe

(BNSF) railroad crossing at County Road 58, including widening of County Road 58, median, and sidewalks according to Town regulations, the Public Utilities Commission (PUC) and BNSF.

- 4.1.4. “Commercial Corridor” means East County Road 58 which is identified as a Key Corridor in the Comprehensive Plan. The Comprehensive Plan identifies that the Commercial Corridor is a priority area for the efficient and logical extension of infrastructure services within the Town’s GMA boundary (Comprehensive Plan, F&P. 1.6.). East County Road 58 intersects with another Key Corridor in the Comprehensive Plan that also includes consideration for transportation improvements; Identify strategies for improved traffic flow and safety along SH-1/CR 9 from CR 64 to CR 58 (Comprehensive Plan, T. 1.14.)).
- 4.1.5. “Gateway Entrance” means the intersection of State Highway 1 and East County Road 58 as defined in the Comprehensive Plan.
- 4.1.6. “Infrastructure Master Plans” means customary municipal plans commissioned by municipalities in the Northern Colorado region to determine capital facility improvements to achieve the objectives set forth in adopted policies statements such as the Comprehensive Plan. Infrastructure Master Plans include transportation master plans and impact fee studies to determine the Regional Improvements required to advance the policies set forth in the Comprehensive Plan such as the Commercial Corridor and Gateway Entrance.
- 4.1.7. “Large Planned Community” means a planned community that meets the criteria set forth in Section 38-33.3-116.3 of the Colorado Common Interest Ownership Act (“CCIOA”). The Town acknowledges that the Owner intends to qualify the Property, together with the Sage Farms Annexation property, as a Large Planned Community under CCIOA.
- 4.1.8. “Master Association” means an organization that is authorized to exercise some or all of the powers of one or more associations on behalf of one or more common interest communities or for the unit owners of one or more common interest communities under CCIOA.
- 4.1.9. “Off-site Improvements” means those improvements that are not on-site improvements but may be desired or required by the Town or Owner.
- 4.1.10. “On-site Improvements” means those improvements needed for the project to meet development requirements at the time of development, which may include, but not be limited to, adjacent transportation improvements, water and wastewater utility improvements, stormwater management and drainage improvements, and other improvements consistent with the Planned Unit Development (PUD) Overlay District and as informed by the Town’s Infrastructure Master Plans and other relevant engineering studies.
- 4.1.11. “Planned Unit Development (PUD) Overlay District” means the zoning adopted for the Property pursuant to the Wellington Land Use Code and the Colorado

Planned Unit Development Act of 1972, as amended, for the Sage Farm P.U.D. dated _____, 2024 attached hereto and incorporated herein by reference as **Exhibit B.**

- 4.1.12. “Regional Commercial” means that portion of the Property consisting of approximately 52.97 acres adjoining East County Road 58 within an area defined as a Commercial Node in the Comprehensive Plan.
 - 4.1.13. “Regional Improvements” may mean and include, the Gateway Entrance, and the intersection of County Road 58 and County Road 9 (also known as Giddings Road), and possibly a portion of the County Road 58 Railroad Improvements. The Town and the Owner acknowledge and recognize that the cost, scope, and timing of the Regional Improvements is unknown, and that subsequent Infrastructure Master Plans or engineering and planning efforts may evaluate the then current progress toward completion of the Regional Improvements on the projected traffic service levels attributed to the Property. The Town and the Owner acknowledge their mutual objectives to entitle and develop the Property in phases to the fullest extent reasonable with recognition of the then current progress toward the completion of any Regional Improvements set forth in the Comprehensive Plan.
 - 4.1.14. “Sage Farms” means that certain property immediately to the north of the Property which the Town and the Owner anticipate will be annexed to the Town under a separate annexation petition and agreement (“Sage Farms Annexation”).
 - 4.1.15. “Town Standards” means the Standard Design Criteria and Standard Construction Requirements adopted by the Town and in effect at the time construction commences for any approved phase of development.
 - 4.1.16. “Vested Property Rights” means those rights granted pursuant to Colorado Revised Statutes 24–68–101, *et seq.* and the Town Land Use Code Section 15-7-20.
 - 4.1.17. “Wastewater Reclamation Facility” means the capital improvement project including construction, reconstruction and expansion of the Town’s facility used for the collection and treatment of wastewater with an anticipated completion and operating date of November 30, 2024.
 - 4.1.18. “Water Treatment Plant” means the capital improvement project including construction, reconstruction and expansion of the Town’s facility used for the treatment and distribution of potable water with an anticipated completion and operating date of September 30, 2024.
5. **Cooperation.** The Town and the Owner acknowledge and recognize that the cost, scope, and timing for construction of the Regional Improvements is currently unknown. The unknown factors include the nature of desired infrastructure, project and/or regional engineering studies, plans and specifications, location of improvements, construction costs, management costs, general usability, funding needs, funding mechanisms, and the sphere of benefitted properties that may assist in the funding and construction of the Regional Improvements. The Parties establish the term of the Vested Property Rights as material consideration for the

annexation of the Property plus in consideration of the uncertainty of the cost, scope, and timing for construction of the Regional Improvements adjacent to the Property pursuant to the Comprehensive Plan.

In consideration of the uncertainty of the cost, scope, and timing for construction of the Regional Improvements, and also in consideration of the mutual benefits to the Town and the Owner for pursuing the Regional Improvements, the Town agrees to appropriate One Hundred Thousand Dollars (\$100,000) in its Town budget toward completion of a Transportation Master Plan and Transportation Impact Fee Study, which appropriation is conditioned upon a matching contribution of One Hundred Thousand Dollars (\$100,000) from the Owner, or a subsequent developer, under the anticipated memorandum agreement for public improvements for the first development phase of the property annexed under the Sage Farms Annexation. If the matching contributions from the Owner or subsequent developer is accomplished by July 31, 2024, the Town's appropriation shall be for the 2024 budget year. If the matching contributions from the Owner or subsequent developer is accomplished by July 31, 2025, the Town's appropriation shall be for the 2025 Town budget year.

6. **Public Financing.** The Town and the Owner recognize that the cost and extent of the infrastructure required to serve the Property and the Regional Improvements, including for the benefit of adjacent properties, are currently unknown including but not limited to the following: scope and service level of such infrastructure; engineering studies, plans and specifications; location; construction costs; maintenance costs; management costs; funding needs; funding mechanisms; and, sphere of benefitted properties that should contribute toward such costs. To facilitate construction of the Regional Improvements, the Town will pursue the policy objectives set forth in the Comprehensive Plan as further informed by Infrastructure Master Plans and related engineering studies, plans and specifications and consider options for public financing, partnerships and public-private partnerships identified in the Comprehensive Plan or Infrastructure Master Plans including:

- 6.1.1. **Impact Fees.** Review and update impact fees for all development on an as-needed basis, so that community wide developer paid fees may contribute to the Regional Improvements identified in this Agreement (Comprehensive Plan, F&P. 2.6) or other Town priorities.

- 6.1.2. **Public Districts.** The creation or authorization of one or more public districts including a variety of quasi-municipal or improvement districts (e.g. including but not limited to, special districts, general improvement districts, and metropolitan districts (collectively, "Public Districts") formed for completion of infrastructure improvements on-site, off-site or adjacent to the Commercial Node including, but not limited to, the Gateway Entrance, State Highway 1 and East County Road 58 intersection improvements (See Comprehensive Plan, T.1.16). No district so established shall apply for Colorado Conservation Trust Funds and supplemented by the Colorado State Lottery without the Town's consent.

- 6.1.3. **Improvement Fees.** The creation or authorization of one or more fees including the use of a Tax Increment Financing (TIF as defined in the Comprehensive Plan), public improvement fee (PIF), retail sales fee (RSF), adoption of a reimbursement ordinance and other similar financing techniques utilized from time to time in Northern Colorado communities (collectively, “Improvement Fees”).
- 6.1.4. **Grants and Intergovernmental Agreements.** Pursue federal, state, regional grant funding opportunities as well as public–private partnerships as an implementation priority for the construction of the transportation Regional Improvements consistent with the Comprehensive Plan (Comprehensive Plan, T. 1.15 High, Short Term priority; Comprehensive Plan, F&P 3.6 to capitalize on funding opportunities for community-wide projects).
- 6.1.5. **Capital Improvement Plans.** Periodically evaluate the need for Infrastructure Master Plans or other reports and studies consistent with the policies expressed in the Comprehensive Plan for the expansion and upgrade of utilities, infrastructure and amenities, and consider for inclusion in the five-year Capital Improvement Plan.
7. **Regional Improvements Development.** The Town and Owner may enter into agreements to participate in the funding, design, and construction of the Regional Improvements. The Town and the Owner further acknowledge that the Infrastructure Master Plans may assist in determining a reasonable mix of impact fees applicable to all new Town development and development conditions or exaction fees specifically related to a particular phase of the Property development. For example, a portion of the anticipated County Road 58 Railroad Improvements may be determined a Regional Improvement directly related to the development of the Commercial Corridor contemplated in the Comprehensive Plan and may be partially funded by Town wide impact fees, or more reasonably determined as a condition related to the Property development and funded by Owner or their successors or assigns.
8. **Adequate Public Facilities.** At the time of this Agreement, the Town is in the process of constructing capital expansion projects of the Water Treatment Plant and Wastewater Reclamation Facility. The Owner understands and agrees that limited building permits for new construction on the Property are available until completion and operation commences for the Wastewater Reclamation Facility and the Water Treatment Plant.

The Town and the Owner recognize that, except as specifically set forth herein or in a subsequently mutually agreed Development Agreement (defined below), the Town does not provide public improvements to serve the Property. The Owner will be responsible for extending all utilities, streets and other public infrastructure to serve the Property. However, the failure of Owner to obtain Town-provided utilities to serve the Property, for reasons that are solely caused by the Town, by the dates identified in Sections 4.1.16 and 4.1.17, including but not limited to water service and sanitary sewer service, shall be grounds for disconnection pursuant to the Colorado Revised Statutes Section 31-21-101, *et. seq.* as amended (the “Annexation Act”).
9. **Zoning.** Annexation of the Property to the Town is expressly conditioned upon the Town’s contemporaneous approval in a single Ordinance both approving the annexation and granting

the requested Zoning pursuant to the Zoning Map for Villages at Sage Farm P.U.D. The Zoning is approved simultaneous with the Annexation of the Property. If the Town does not approve the Zoning for the Property as specified herein, this Agreement shall automatically terminate, the Owner's Annexation Petition shall automatically be deemed withdrawn, the Town shall have no right or ability to complete the annexation of the Property under the current Annexation Petition. Further, Owner shall have the unrestricted and uncontested right, as necessary, to complete a disconnection of the Property pursuant to the Annexation Act.

10. **Vested Property Rights.** The Owner and the Town agree that the Town's Zoning of the Property as provided pursuant to this Agreement shall constitute an "approved site-specific development plan" as defined in Colorado Revised Statutes Section 24-68-101, *et. seq.*, and as provided in Section 15-7-20 of the Town's Land Use Code. The Owner, its successors and assigns, shall have Vested Property Rights to undertake and complete the development and use of the Property as provided in this Agreement for a period of twenty-five (25) years from the effective date of the Town's annexation of the Property.
11. **Existing Legal Uses.** Any uses on the Property that are legally existing at the time of annexation are allowed to continue provided that such uses are not otherwise in conflict with rules and regulations of the Town. Such existing uses will become nonconforming uses and subject to the nonconforming use standards of the Town.
12. **Development Agreement.** The Property, and the Sage Farm Annexation property, shall be developed in multiple phases under the Planned Unit Development (PUD) Overlay District which reflects a unified plan of development. Prior to the commencement of construction of any phase or portion of the Property, a memorandum of agreement for public improvements or similar development agreement ("Development Agreement") shall be in place which shall further address public improvements including streets, sidewalks, signage and traffic control, landscaping, the installation and maintenance of water delivery systems, wastewater collection systems, and stormwater drainage systems, and the County Road 58 Railroad Improvements. The Development Agreement shall also include provisions for the installation and private maintenance of Landscaping, private stormwater drainage systems, and the Non-Potable Irrigation System. The Property, or any portion thereof, may be the subject of site-specific development plans with the mutual consent of the Town and the Owner, but without amending or modifying this Agreement.
13. **Dedications.** The Owner agrees to dedicate or have dedicated property necessary to install public improvements as defined in this Agreement and any subsequent subdivisions or other plat approved by the Town and Owner shall warrant title to the same subject only to those exceptions reasonably accepted by the Town.
14. **Schools, Parks and Open Space.** Neither the Owner nor its successors or assigns shall be required by the Town to dedicate land for public school purposes. The Developer and School District may enter into agreements for the payment of fees-in-lieu of a land dedication within the Property. Neither the Owner nor its successors or assigns shall be required to dedicate land for a public park or open space. The Town and the Owner acknowledge and recognize

that land for public park or open space is accommodated under the terms of the Sage Farms Annexation agreement approved as the first property in this serial annexation.

15. **Development Impact Fees.** Except as specifically modified in this Agreement, the Owner agrees to pay all development impact fees imposed by the Town including but not limited to building inspection, parks, trails, water, sanitary sewer, stormwater drainage, road impact, library, and similar fees. The Owners understands that these fees are (A) normally payable at the time of building permit request and (B) that the timing and amounts of these fees may be modified by the Town over the course of time. The Owner acknowledges the obligation to pay all review fees and other expenses as may be required by the Land Use Code or other applicable Town ordinance or resolution pertaining to the Annexed Property.
16. **Water Contributions.** In consideration for the annexation of the Property, the Owners shall contribute raw water rights, or may pay cash-in-lieu of payments according to the Town's then current rate schedule, to satisfy the raw water requirement. The Town has sole discretion to accept water rights or payment of cash-in-lieu. The Town's Land Use Code requires developers to satisfy the water requirement at the time of issuance of a building permit.
17. **Road Construction and Dedication.** No Owner shall be entitled to develop any portion of the Property without first entering into agreements including a memorandum of agreement for public improvements, or similar agreement, with the Town providing for the construction and ongoing maintenance of any necessary roads and road improvements (including sidewalks), whether public or private, to serve the Property. Unless it otherwise consents, the Town shall have no obligation at any time to construct roads serving the Property, including off-site improvements as needed. All roads and road improvements for the development of the Property shall be constructed by the Owner in accordance with all applicable Town ordinances, rules, regulations, and engineering specifications in effect at the time that the Owner's property is developed. Owner shall be solely responsible for the cost to install any roads or road improvements subject to any repayments that may be agreed upon between the Town and Owner in subsequent Development Agreements for development phases. The Owner is required to adhere to the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans in the design and construction of roads and road improvements. In the event of a conflict between the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans, the Planned Unit Development (PUD) Overlay District shall control. The Town and the Owner may enter into agreements for repayment of oversizing of arterial and other non-local streets in accordance with the Town's policies for oversizing public improvements.
18. **Water/Sewer Improvements.** As a condition of any development, the Owner shall install water and sewer improvements to serve the Property. All water and sewer service shall be constructed in accordance with applicable Town ordinances, rules, regulations, standards and engineering specifications as may be in effect at the time of development. Owner shall be

solely responsible for the cost to install such water and sewer improvements subject to any mutually agreed-upon repayments based upon oversizing such systems in accordance with Town policy and standards. The Town and Owner may enter into agreements for repayment of oversizing of such water and sewer improvements in accordance with the Town's policies for oversizing public improvements in effect at the time of construction approval by the Town. The Owner shall pay all costs associated with obtaining water and sewer service for its portion of the Property and will obtain all necessary easements for construction and maintenance of any sewer or water improvements.

NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, THE OWNER ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT AS A RESULT OF SETTLEMENT STIPULATION ENTERED INTO BETWEEN THE TOWN AND THE NORTHERN COLORADO WATER ASSOCIATION THE TOWN IS PRECLUDED FROM PROVIDING DOMESTIC WATER SERVICE TO CERTAIN AREAS IN AND SURROUNDING THE TOWN.

In those areas that the Town is unable to serve, the Owner must receive service from the Water Association or must obtain the Water Association's consent for the Town to provide service.

19. **Non-potable Irrigation System.** The Owner, its successors, and assigns, shall install a non-potable water irrigation system ("Irrigation System") to deliver non-potable water from one (1) water well identified below to all lots, tracts, outlots, streetscapes, and the like within the Property. The Owner and the Town will determine the design, operating, and maintenance details of the Irrigation System through the development agreement review and approval process for the first phase of the development.

The Town and the Owner acknowledge and agree that further agreements will be necessary prior to approval of the first phase of the development to establish water use agreements concerning the ownership and management of the water wells and water rights, and the design, operating, and maintenance details of the Irrigation System. Such agreements will consider the following policies and guiding principles:

- (i) ownership and operational responsibility of the water well, the water rights and well pump (including industry standard improvements such as well liner maintenance for appropriate water quality) will be retained by the Owner, and its assignee the special purpose entity. The Town will not acquire an ownership interest in the water wells and water rights or require a transfer of ownership to an association;
- (ii) the Owner will transfer ownership of the water wells, water rights, and well pump to a special purpose entity owned and controlled by the Owner, its successors, and assigns;
- (iii) the Town and the special purpose entity will complete and execute a water use agreement to establish the water usage charges, operational guidelines, maintenance responsibilities, and the like to create mutual confidence in the long-

term viability of the non-potable irrigation system prior to the approval of the first phase of the development. The water use agreement will establish reasonable parameters on the cost of water paid by the associations to the special purpose entity. The cost of non-potable water will include a charge pegged and capped at a percentage of the Town's adopted water rate plus a fixed annual raw water charge allowing for periodic adjustment as agree to in the executed water use agreement. A master association, and subassociations for subsequent development phases, will pay the cost of water charge to the special purpose entity;

- (iv) the Town and the Owner will determine the design, operating, and maintenance details of the Irrigation System through the development agreement review and approval process for the first phase and subsequent phases of the development. The Owner will install the master irrigation system, including accepted industry standard non-potable water quality filtering equipment, to deliver non-potable water to each development phase within the Property. The master association, or other Public District that may be formed by mutual agreement with the Town under Section 6 above, will own, operate, and maintain that portion of the Irrigation System delivering non-potable water to each subassociation established for development phases. Each subassociation will own, operate, and maintain that portion of the Irrigation System delivering non-potable water to the Property within a particular development phase;
- (v) the Town will have the right, but not the obligation, to assume responsibility for the ownership, operation and maintenance of any or all portions of the Irrigation System, and to assess the cost of such operation and maintenance as an assessment against any or all of the lots within the Property that are served by the portion for which the Town assumes responsibility, and to seek enforcement of the covenants of each association, if the Irrigation System is inadequately operated or maintained to the specifications approved for each development phase. In the event the Town exercises the right to assume responsibility for the operation and maintenance of the water wells or other portions owned by a special purpose entity, the Town may assess the cost of such operation and maintenance through water charges paid to the special purpose entity by the master association, subassociations, and any or all end-users;
- (vi) the special purpose entity and the Town will evaluate and determine at each development phase a reasonable contingent water supply of surface water rights be owned and managed by the special purpose entity to supplement the water wells if the well is determined to not provide sufficient water for the cumulative water demand for approved landscaping within all existing and approved phases within the development. The total amount of contingent water supply of surface water rights owned and maintained by the special purpose entity may increase or decrease as determined during the review and approval of each development phase; and,

- (vii) in consideration of the mutual benefits under this Agreement, the special purpose entity agrees to deliver a reasonable quantity of non-potable water to Town owned parks, streetscapes, and open space at no charge for the duration of the water use agreement.

The Village at Sage Farms Property, is currently, and has historically been irrigated, by the water well and pumping system as more specifically described in the Decree dated April 20, 1972, in Civil Action No. W-1344 in the Water Division I, State of Colorado (“Blehm Well”). The Town and the Owner agree that the Irrigation System will be designed such that the Blehm Well only irrigates that portion of the Property historically irrigated by the Blehm Well.

The Blehm Well shall be accepted by the Town, upon Town acceptance of well testing prior to the first phase of the development, as full satisfaction of the water demand required for all lots, tracts, outlots, streetscapes, and the like within the Property. The Owner, the special purpose entity, and their successor, and assigns, shall not be required to dedicate raw water or pay any fee in lieu of dedication for any current or future Town requirements related to the use of non-potable water for outdoor irrigation within the development for the duration of the water use agreement.

- 20. **Non-Municipal Dedications.** The Owner agrees to provide appropriate easements or rights-of-way for non-municipal utilities as recommended by the Town Engineer including but not limited to easements for gas, electric, cable TV and irrigation water service.
- 21. **Storm Drainage Improvements.** The Owner shall construct and maintain such storm drainage improvements as are required by any applicable Town ordinances, rules, regulations, standards and engineering requirements in effect at the time the development occurs and shall further dedicate all necessary easements for storm sewers to serve Property being developed and to serve impacted surrounding properties. Unless it otherwise consents, the Town shall not be obligated to provide storm drainage improvements for any portion of the Property.
- 22. **Landscaping.** Owner shall install street trees and landscaping which complies with a landscaping plan to be submitted and approved by the Town at the time of subdivision plat or development plan. The Owner, or an association shall maintain street trees and landscaping in good and live condition, including proper watering, fertilization, pest control, pruning and mowing necessary for the health and structural integrity of trees and vegetation, and shall replace any dead trees or vegetation no later than the following planting season.
- 23. **Agricultural Use; Phased Development.**
 - 23.1. As of the date of this Agreement, portions of the Property are being used for agricultural purposes. The Property may continue to be used for agricultural uses as existing and as consistent with the historic uses of such property at the time of annexation, including waterfowl hunting on the Property owned by Sipes Farm Holding, LLC, until a development plan or subdivision plat has been approved, a construction

permit obtained, and construction commences on a specific portion of such property. The phased development of the Property shall consider and accommodate the existing agricultural uses of the specific portions of the Property not yet under construction.

23.2. The Town and other governmental authorities have adopted certain weed control, dust control, and other nuisance standards applicable to urban environments; the parties acknowledge that such standards are often inconsistent with agricultural uses. The Town agrees that urban standards shall not be unreasonably enforced or applicable in a manner that materially interferes with existing agricultural use on the Property. If any portion of the Property is not being used for agricultural purposes, and Owner does not otherwise ensure the sources of weed, dust, and nuisance violations are addressed, the Town shall have the right to address the sources of such violations, after reasonable notice and an opportunity for the Owner to address such concerns, and Owner shall reimburse any costs the Town reasonably incurs in addressing such violations.

24. **Initiative/Referendum.** If the annexation of the Property, or any portion thereof, is challenged by a referendum, all provisions of this Agreement, together with the duties and obligation of each party (including payment of all taxes imposed by the Town and enforcement of any Town ordinances on the Property), shall be suspended pending the outcome of the referendum election. If the referendum challenge results in disconnection of the Property from the Town, then this Annexation Agreement and all provisions contained herein shall be null and void and have no further effect. If the referendum challenge fails, then the Owner and the Town shall continue to be bound by all terms and conditions of this Annexation Agreement. Upon such disconnection, the Town shall have no further obligations or responsibilities as to such disconnected property, and Owner shall have no further obligation to the Town, other than such obligations that may exist by statute or this agreement. The duration of the Vested Property Rights shall toll during the pendency of any initiative or referendum.

If any citizen-initiated ordinance becomes effective in the Town within eleven (11) months after the effective date of the annexation ordinance, which substantially alters or limits Owner's right to use its portion of the Property as contemplated by this Agreement, then the Town, upon the written request of the Owner, will proceed to take all necessary action to disconnect the Owner's Property from the Town.

25. **Disconnection.** Except as specifically set forth herein, the Owner may not petition the Town to disconnect any portion of the Property if the effect of that disconnection would be that any other property in the Town would no longer have the contiguity to the Town. If the Owner properly disconnect any portion of the Property as provided for herein, this Agreement shall continue to bind the Owner and Property to the extent that the Town has incurred obligations in reliance on this Agreement and the annexation petition.

26. **Court Action.** If the annexation of all or any portion of the Property is voided by action of any court (excluding any action arising as a result of an initiative or referendum) the Town and the Owner shall cooperate to cure any legal defect which resulted in disconnection and upon cure this Agreement shall be deemed an agreement to annex such property to the Town

as provided for by C.R.S. §31-12-121. Owner shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.

27. **Town's Ordinances.** Development of the Property shall be governed by the Town's ordinances, resolutions, standards, fees and policies currently in effect and as may be adopted or amended in the future. Except as set forth in this Agreement, land use issues remain subject to the police power and legislative authority of the Town.
28. **Enforcement.** This Agreement shall be specifically enforceable by a court of competent jurisdiction. In the event of a material breach of any material provision of this Agreement, the nonbreaching party may ask a court of competent jurisdiction to enter a writ of mandamus, temporary or permanent restraining orders, temporary or permanent injunctions, or orders of specific performance to compel the breaching part to perform its duties under this Agreement and to grant such other relief as may be afforded by law, it being the intent of this provision to supplement the law of remedies.
29. **Review and Processing.** The Owner and Town desire to timely review all development applications submitted in fulfilment of the Town development regulatory processes including, without limitation, use permits, variances, design review and building permit processes to the extent necessary for the development and construction of the improvements on the Property.
30. **Coordination/Cooperation.** Except where any matter is expressly stated to be in the sole discretion of a party hereto, the parties agree that in the performance of this Agreement, each will act in good faith and coordinate and cooperate with each other to the extent necessary to fulfil the terms and conditions of this Agreement.
31. **Further agreements.** The parties agree to sign any further documents reasonably required by the Owner or the Town to carry out the terms of this Agreement.
32. **Recordation.** This Agreement and any amendments to this Agreement may be recorded with the Larimer County Clerk and Recorder and shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of the Owner. Upon conveyance of any interest in the Property, the previous Owner shall be released of any future obligation hereunder as to the portion of the Property conveyed. This Agreement shall constitute a covenant running with the Property.
33. **Approval.** This Agreement shall be null and void if the Town Board fails to approve the annexation of the Property. The Annexation is conditioned upon the simultaneous approval of this Agreement and the Planned Unit Development (PUD) Overlay District.
34. **Amendment.** This Agreement may be amended only by written agreement between the Owner and the Town.
35. **Entire agreement.** Subject to the Town code and other properly adopted authority, this Agreement represents the entire agreement between the parties. Any amendments to this Agreement to be affective shall be in writing.

36. **Indemnification.** The Owner agrees to indemnify and hold the Town and its officers, employees, agents, and contractors harmless from and against all liability, claims, and demands, including petitions for judicial review, pursuant to §31-12-116, C.R.S., made by any person or entity other than the Town, its elected, appointed or employed representatives which arise of or are in any manner connected with the annexation of the property, including court costs and reasonable attorney fees.
37. **Counterparts.** This Agreement may be executed by any number of counterparts and by any number of counterpart signature pages, each of which shall be an original with the same effect as if each of the signatures were affixed to the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this annexation agreement the day and year first written above.

[signature pages follow]

[Signature Page of Owner]

Sipes Farm Holding, 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 this _____ day of January, 2024, by Daren L. Roberson, Manager of Sipes Farm Holding, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

[Signature Page of Town]

TOWN OF WELLINGTON

Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

(SEAL)

Approved as to form:

Poudre Legal Advisors, LLC
Attorney for Town

Dan Sapienza

Exhibit A

VILLAGE AT SAGE FARMS ANNEXATION
PARCEL

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

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

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

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

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

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

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

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

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

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

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

THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes

M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING**.

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

THENCE North 00° 41' 25" East a distance of 308.47 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;

THENCE North 38° 36' 47" East a distance of 303.93 feet;

THENCE South 51° 23' 13" East a distance of 271.70 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a point of tangency;

THENCE South 00° 41' 49" West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE South 89° 18' 35" East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

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

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

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

Exhibit B

Sage Farm P.U.D



Annexation Impact Report
for
Sage Farms Annexation
and
Village at Sage Farms Annexation
(Serial Annexation)

Report Prepared: July 28, 2023
Public Hearing Scheduled: August 22, 2023

In accordance with Section 31-12-108.5 of the Colorado Revised Statutes, The Town of Wellington is submitting the following annexation impact report to fulfill all such required action for the above-named annexation. This impact report analyzes the above annexation and identifies what impact it will have upon the Town of Wellington and the municipal services that will be provided. This impact report has been completed at least twenty-five (25) days before the date of the Public Hearing established pursuant to Section 31-12-108 of the Colorado Revised Statutes.

Annexation and the Town of Wellington

State statutes require that municipalities proposing to annex property must extend municipal government services and facilities to those areas eligible for and intended for annexation. The Town of Wellington recognizes this responsibility and can successfully provide municipal services to property currently under consideration for annexation into the Town. The Town of Wellington has adopted the Wellington Comprehensive Plan 2021 and the Wellington Municipal Code, both of which describe and require development within the Town to meet standards that will provide municipal services to any new areas annexed those same services currently available within the existing town. Furthermore, the Town's Comprehensive Plan and Municipal Code will encourage natural and well-ordered development, will increase the ability for the Town to provide services to citizens within the Wellington urban area, and will achieve a fair and equitable distribution of the costs of municipal services.

In accordance with the requirements of the Municipal Annexation Act of 1965, as amended, and specifically C.R.S. Section 31-12-108.5, the following constitutes the annexation impact report (the "Report") for the Sage Farms Annexation and Village at Sage Farms Annexation (the "Subject Property").

Sage Farms Annexation and Village at Sage Farms Annexation

The Subject Property included in this annexation is to be known as the Sage Farm Annexation and the Village at Sage Farms Annexation to the Town of Wellington. In accordance with C.R.S. Section 31-12-104(1)(a), the Subject Property is proposed to be annexed as one or more parcels in a series, which annexations will be completed simultaneously and considered together for the purpose of the public hearing and this annexation impact report.

The parcels to be annexed are contiguous to the Town of Wellington and the total area of the two annexations is approximately 300.5 acres, more or less, and includes the CR 58 right-of-way and the BNSF railroad right-of-way. The parcels included in this annexation are currently used for agricultural uses and will be annexed into the Town under the zoning of PUD – Planned Unit Development Overlay District. The intended use of the Subject Property is development for single-family residential, multi-family residential, and business/retail uses.

The legal description attached as Exhibit "A" is for the property included in the Sage Farms Annexation. The Sage Farms Annexation is the first in the serial annexation of two properties.

The legal description attached as Exhibit "B" is for the property included in the Village at Sage Farms Annexation. The Village at Sage Farms Annexation is the second in the serial annexation of two properties.

The Sage Farms Annexation property and the Village at Sage Farms Annexation property are immediately adjoining parcels of real estate.

a) Annexation Maps

Annexation maps identifying the Subject Property and the adjacent territory and the present boundaries of the Town in the vicinity of the Subject Property are enclosed herewith (together, the “Annexation Maps”), and is made part of this Report.

- i. The Annexation Maps show the boundaries (present and proposed) of the Town of Wellington in the vicinity of the proposed annexation. The present and proposed boundaries of the Town are identified in red on the vicinity maps for Sage Farms Annexation (Map 1A) and the Village at Sage Farms Annexation (Map 1B) of this impact report.
- ii. The Annexation Maps show the present streets in the vicinity of the proposed annexation. All of the present streets in the vicinity of the Subject Property are shown in the Annexation Maps. The annexation area is bounded by G.W. Bush Ave. on the north, CO Highway 1 on the west, and CR 58 on the south. G.W. Bush Ave. is already annexed into the Town of Wellington. All existing roadways are paved, though they are paved to different design standards (Town, County, CDOT standards, as applicable).

Approximate locations of contemplated future streets internal to the annexation area are identified on the Conceptual Master Plan. All future streets internal to the annexation area will be designed and constructed as part of development phases subject to approvals. Improvements to existing streets and highways will also be designed and constructed as part of development phases subject to approvals.

Town water mains and sewer mains are available within the vicinity of the Subject Property, and have adequate capacity to serve the property. The Town of Wellington will provide municipal water services upon annexation. A Town Existing Utilities Map showing the locations of existing Town utilities and a Preliminary Utility Plan Map showing approximate anticipated alignment of proposed utilities to serve the annexation area is provided with this Report in accordance with C.R.S. Section 31-12-108.5(1)(a)(II). Final design and alignment of Town utilities will be completed in development phases subject to future approvals.

- iii. The Subject Property is situated along CO Highway 1 on the west and BNSF railroad line to the east. Properties north and east of the Subject Property are built out single-family residential subdivisions. East and south of the Subject Property are agricultural uses. West of the Subject Property is a large-lot (4-10 acres lot) subdivision developed in unincorporated Larimer County (Cottonwood Shores). The Subject Property is currently being used for farming and agricultural uses and it has a portion of the North Poudre Irrigation Company ditch cutting through the north, east and west portions of the site. The site slopes from north to south with the lowest point on the property in the southeast corner near CR 58. There are several existing farmhouses and numerous outbuildings on the site as well as several large trees near the existing farmhouses.

The current zoning of the Subject Property is Larimer County O – Open Zone District and the current use of the land is agricultural. Upon annexation, the Subject Property is proposed to be zoned PUD – Planned Unit Development District and developed in phases. The contemplated land uses are illustrated on the Conceptual Master Plan and include approximately 58 acres of commercial, retail, office, and medical uses. In addition to the commercial uses, single family and multi-family residential uses are proposed. Approximately 850 small and medium lots and approximately 64 large lot single-family units are contemplated on approximately 160 acres (a net density of approximately 5.3 units/acre). Approximately 432 attached or detached multi-family townhomes, condominiums or apartments are contemplated on approximately 36 acres (a net density of approximately 12 units/acre). Also proposed is approximately 33.6 acres to be open space or park land to serve the development and the community.

b) [Pre-annexation Agreement](#)

The Owner and Town have not entered into a pre-annexation agreement for the annexation.

c) [Municipal Services](#)

Following the effective date of annexation of the Subject Property, the Town will provide municipal services performed by or on behalf of the Town. Municipal services provided by the Town are categorized below along with a statement setting forth the plans for extending municipal services to the Subject Property.

Water: The Subject Property is within the Northern Colorado Water Association service area. Northern Colorado Water Association has indicated in the attached letter that it is not practical for Northern Colorado Water Association to serve this development has consented to Town of Wellington providing water service for the area. The Town will extend water service to the Subject Property following annexation and subsequent phases of development approval. The Owner or Developer will be responsible for designing and installing water infrastructure to serve development phases within the annexation area. Preliminary alignment considerations are identified on the Preliminary Utility Plan.

Outdoor irrigation for residential and commercial landscapes, lawns and parks is anticipated to be provided from two (2) non-potable wells historically used to irrigate the lands included within the annexation area. Wells included and currently being evaluated for sufficiency include:

- Kershner Well and Pumping System with Subterranean Water Well Priority No. 265 S.W., Appropriation Date: May 31, 1947; Adjudication Date: September 10, 1953, CA 11217, for 4.01 cubic feet per second (“Kershner Well”). The Kershner Well was registered on February 17, 1958 under Registration Number 19015, with change of ownership registration on January 2, 2013 under Registration Number 19015-R.

- Herman Blehm Well No. 2-Unregistered, for groundwater, Appropriation Date: June 3, 1948; Adjudication Date: April 20, 1972, Case No. W-1344, for 2.36 cubic feet per second ("Blehm Well No. 2"). The Blehm Well No. 2 was subsequently registered by Dick Matsuda and Mary Matsuda in 1980, Permit Number 24984-F. The Blehm Well No. 2 is permitted for irrigation purposes in the Southwest Quarter of Section 9, Township 8 North, Range 68 West of the Sixth Principal Meridian. Blehm Well No. 2 is subject to the Cache La Poudre Augmentation Plan.

If the above wells are determined to be insufficient to meet the outdoor irrigation supply requirements, the Town may agree to allow use of surface water to be provided by the Owner or Developer, or the Town may agree to provide town-treated potable water subject to approvals and meeting applicable raw water contributions and payment of fees.

Sewer: The Town will extend sanitary sewer service to the Subject Property following annexation and subsequent phases of development approval. The Subject Property is within the Town's 208 sewer service boundary approved in accordance with the 208 Areawide Water Quality Management Plan adopted by the North Front Range Water Quality Planning Association. The Owner or Developer will be responsible for designing and installing sewer infrastructure to serve development phases within the annexation area. Preliminary alignment considerations are identified on the Preliminary Utility Plan.

Streets: The Subject Property is bounded by existing paved roadways including G.W. Bush Ave. on the north, CO Highway 1 on the west, and CR 58 on the south. All existing roadways are expected to need improvements as a result of phased development of the annexation area. A Traffic Impact Study (TIS) has been prepared by the Owner of the annexation property and is being communicated to CDOT and Larimer County Planning Department and Larimer County Engineering Department for comment. Required improvements will be determined in accordance with applicable agency design standards. Timing of final design and installation will be determined based upon development phases and applicable approvals.

Law Enforcement: Law enforcement services are currently provided to the Subject Property by Larimer County Sheriff's Office. The Subject Property will continue to receive law enforcement from Larimer County Sheriff's Office following annexation via the Town of Wellington's contract for law enforcement services. Additional law enforcement needs such as additional officers and equipment needed to support development of the Subject Property are anticipated to be contemplated in contract negotiations with Larimer County Sheriff's Office on a periodic basis as part of the Town's budget preparation process or concurrent with approvals of development phases.

General Government: Government administration and other general government functions including but not limited to public works maintenance, parks and recreation, planning, zoning, building department, code enforcement and library services will be extended to the Subject Property upon annexation.

Other Utilities: The Owner or Developer is responsible for coordinating with other utility company providers for the design, installation and costs of providing other utility services not provided by the Town of Wellington.

d) [Financing of Municipal Service Expansion](#)

Town Services will be extended and provided to the Subject Property. The Owner or Developer is responsible for the installation and cost of installation of all public utilities for each development phase. Owner or Developer financing will be achieved through the use of private funds and construction loans secured by the Owner or Developer. The Town may agree to participate in sharing a portion of costs for agreed upon oversizing of infrastructure to serve future development in accordance with Town policy. Any cost-sharing agreed to by the Town will be determined in a Development Agreement for each phase of development. The Town, upon request from the Owner or Developer, may agree to the creation of special improvement districts, tax increment financing districts, public districts, improvement fees, or other municipal financing options available for Statutory Towns. The use and sufficiency of such districts or municipal financing will be evaluated at the time of request.

The Town of Wellington provides repair and maintenance of public infrastructure. These services are financed through utility user fees, sales and use taxes, and other revenues such as gas tax or motor vehicle taxes as appropriate. Non-infrastructure municipal services are typically paid from the Town's General Fund.

e) [Existing Districts](#)

The Subject Property is currently within or partially within the boundaries of the following districts:

- Fire: Wellington Fire Protection District, and Poudre Fire Authority
- Water: Northern Colorado Water Conservancy District, and East Larimer County Water District
- County: Larimer County Weed Control District
Larimer County Pest Control District
- Health: Health District of Northern Larimer County
- Schools: Poudre School District R-1
- Library: Poudre River Public Library District
- Stormwater: Boxelder Basin Regional Stormwater Authority

f) Anticipated School Impacts and Costs to Schools

The projected number of students at full development of the proposed project based upon the Poudre School District R-1 student generation factors (based upon the School Districts' student generation rates and a total estimated impact of 1,346 residential units):

Proposed Single Family Housing Count – 914

Elementary School	0.35 students/DU	320	students
Middle School	0.10 students/DU	92	students
High School	0.09 students/DU	82	students
Total Projected Students at full buildout		494	students

Proposed Multi-Family Housing Count – 432

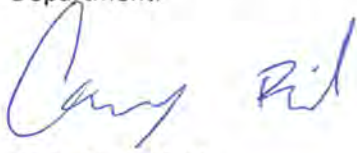
Elementary School	0.18 students/DU	77	students
Middle School	0.05 students/DU	20	students
High School	0.05 students/DU	20	students
Total Projected Students at full buildout		117	students

In aggregate, this equals 0.54 students per single-family residential unit and 0.27 student per multi-family residence, or a total of 611 students.

In the letter from Mr. Earl Smith, Poudre School District, dated May 18, 2023, the School District requests that this development pay the current payment (fees) in lieu of land dedication to be paid at the time of issuance of building permits for the dwelling units in the Sage Farms PUD development. At the current rate of \$1,710 per single-family dwelling unit and \$855 per multi-family dwelling unit, this would generate \$1,932,300 in fees to be paid to the School District. (See attached letter).

It is also anticipated that the development of the Sage Farms Annexation and Village at Sage Farms Annexation would generate additional tax revenues for the school district and that these revenues would help offset required capital construction costs required to educate students generated from development of the property to be annexed. According to the School Districts' website for funding sources, the District receives about \$8,050 per student in accordance with the State funding formula. Based upon the 611 projected students at full buildout of the residential portions of the property proposed to be annexed and the current state funding formula amount, the District would receive approximately \$4,918,550 annually.

This Annexation Impact Report for the Sage Farms Annexation and Village at Sage Farms Annexation to the Town of Wellington is respectfully submitted by the Town of Wellington Planning & Development Department.



Cody Bird, AICP
Planning Director

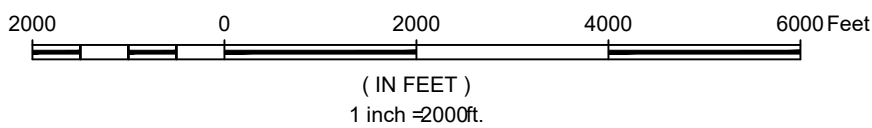
Town of Wellington
PO Box 127
Wellington, CO 80549

birdca@wellingtoncolorado.gov
(970) 568-3381

Vicinity Map

**SAGE FARMS
ANNEXATION
247.56 AC.**

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



SAGE FARMS ANNEXATION
WELLINGTON, CO

VICINITY MAP

06.22.23



**NORTHERN
ENGINEERING**

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

Exhibit A

Legal Description

SAGE FARMS ANNEXATION PARCEL

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

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

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

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;

THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;

THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;

THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;

THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;

THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;

THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;

THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;

THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;

THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;

THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42"

West a distance of 439.03 feet to a point of tangency;

THENCE North 51° 23' 13" West a distance of 271.70 feet;

THENCE South $38^{\circ} 36' 47''$ West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of $37^{\circ} 55' 22''$ and is subtended by a Chord bearing South $19^{\circ} 39' 06''$ West a distance of 974.79 feet to a Point of Tangency;
THENCE South $00^{\circ} 41' 25''$ West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North $89^{\circ} 18' 35''$ West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

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

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

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

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

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

Exhibit B

Legal Description

VILLAGE AT SAGE FARMS ANNEXATION PARCEL

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE North 00° 41' 25" East a distance of 308.47 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;

THENCE North 38° 36' 47" East a distance of 303.93 feet;

THENCE South 51° 23' 13" East a distance of 271.70 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a point of tangency;

THENCE South 00° 41' 49" West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE South 89° 18' 35" East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;

THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

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

THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;

THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;

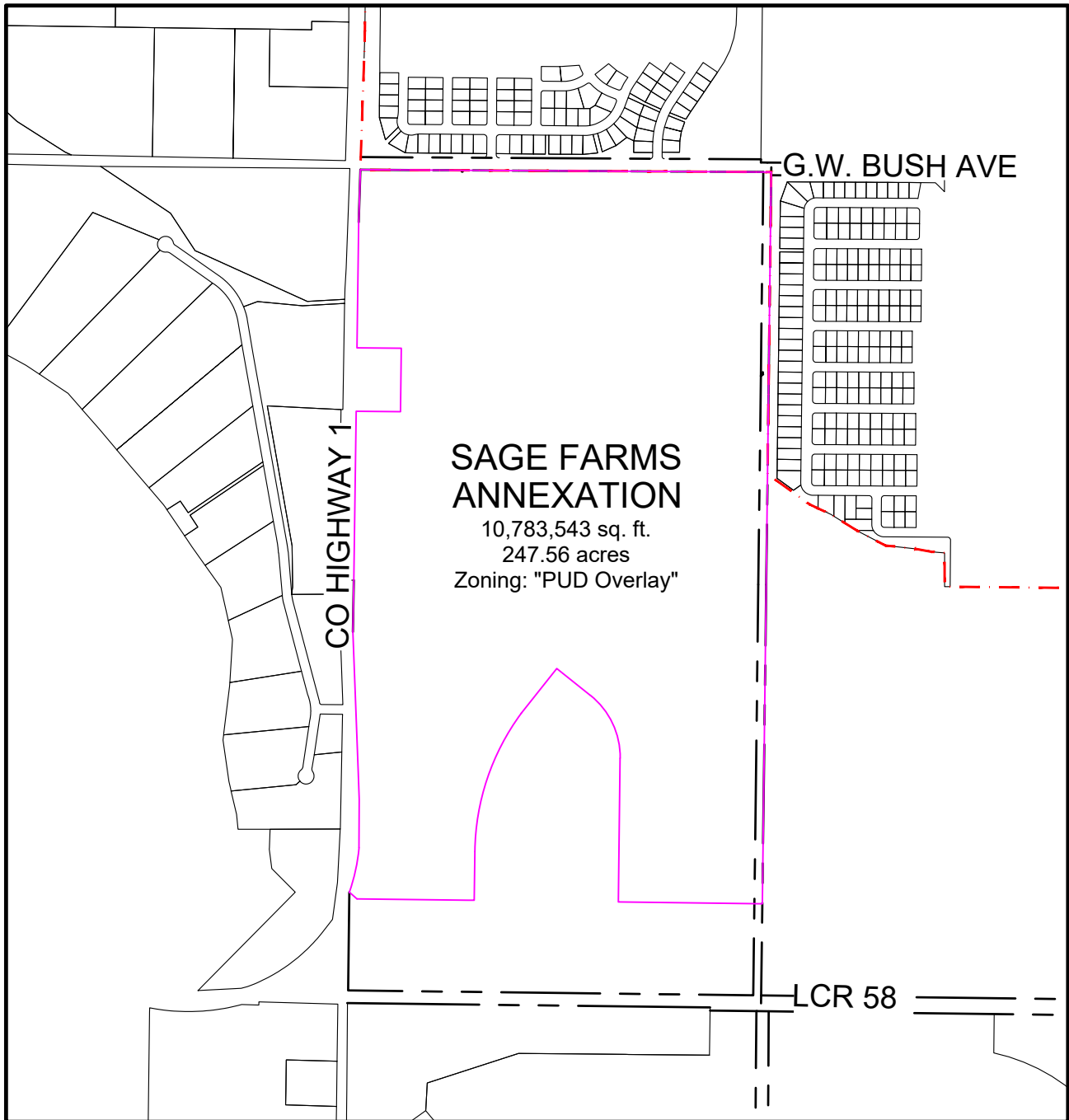
THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;

THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;

THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING**.

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

Map 1a

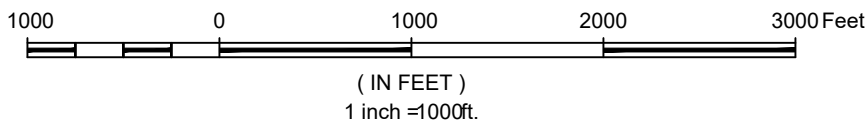


LINE LEGEND

	RIGHT OF WAY
	PROPOSED ANNEXATION BOUNDARY
	EXISTING TOWN BOUNDARY
	PROPERTY LINES

SAGE FARMS ANNEXATION

TOTAL PERIMETER.....	17,308.94'
CONTIGUOUS BOUNDARY.....	4,449.88'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED.....	2,769.43'



SAGE FARMS
 WELLINGTON, CO

MAP 1a

ANNEXATION BOUNDARY INFORMATION

Page 155 of 254

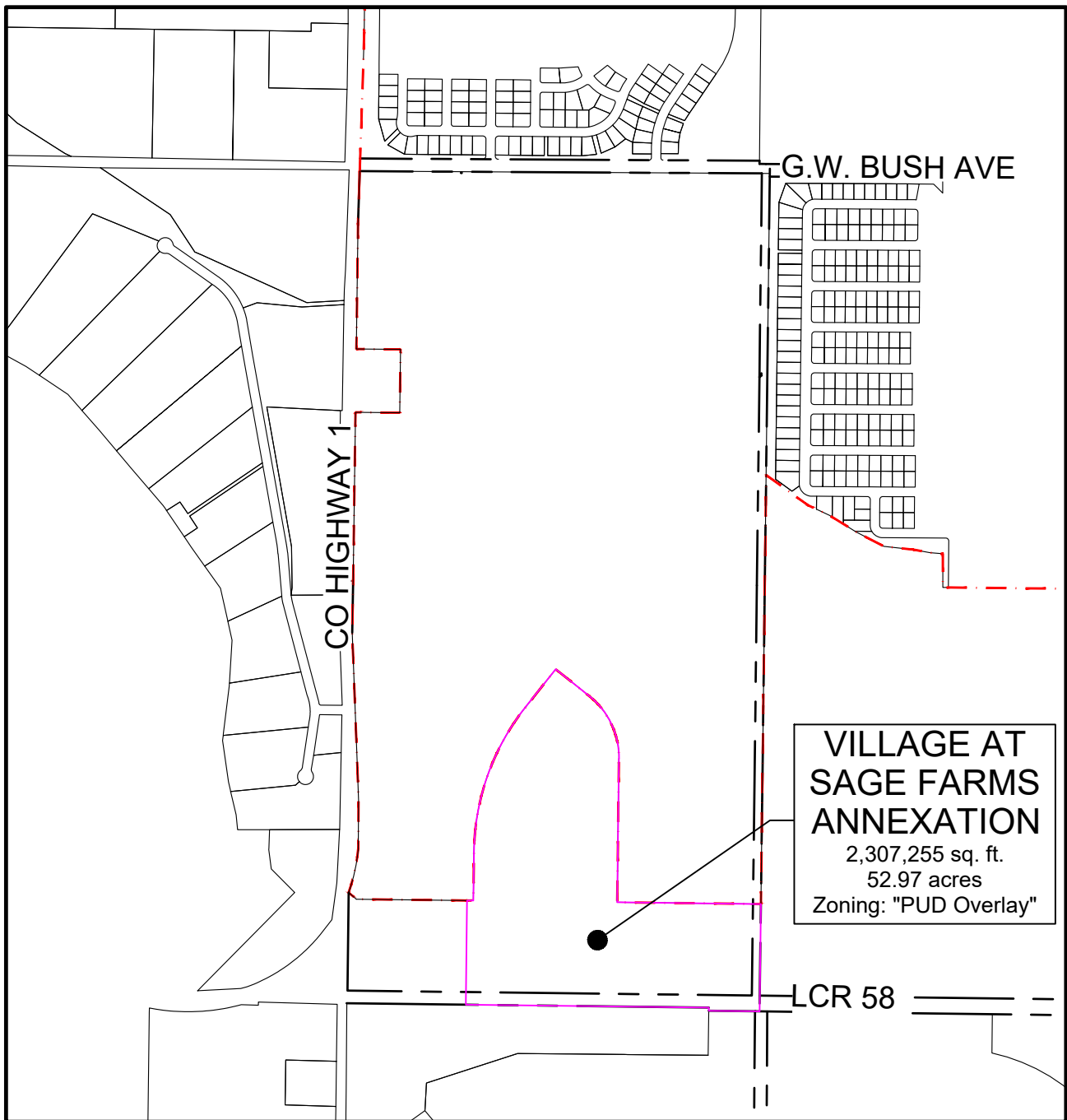
06.12.23



NORTHERN
 ENGINEERING

D:\PROJECTS\992-008\DWG\EXHIBITS\992-008 MAP 1A.DWG

Map 1b

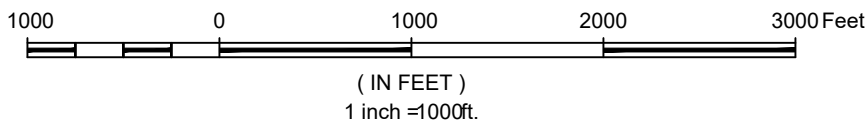


LINE LEGEND

— — — — —	RIGHT OF WAY
— — — — —	PROPOSED ANNEXATION BOUNDARY
- - - - -	EXISTING TOWN BOUNDARY
— — — — —	PROPERTY LINES

FORT COLLINS FARM ANNEXATION

TOTAL PERIMETER.....	7,408.68'
CONTIGUOUS BOUNDARY.....	4,189.89'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED.....	1,185.39'



VILLAGE AT SAGE FARMS

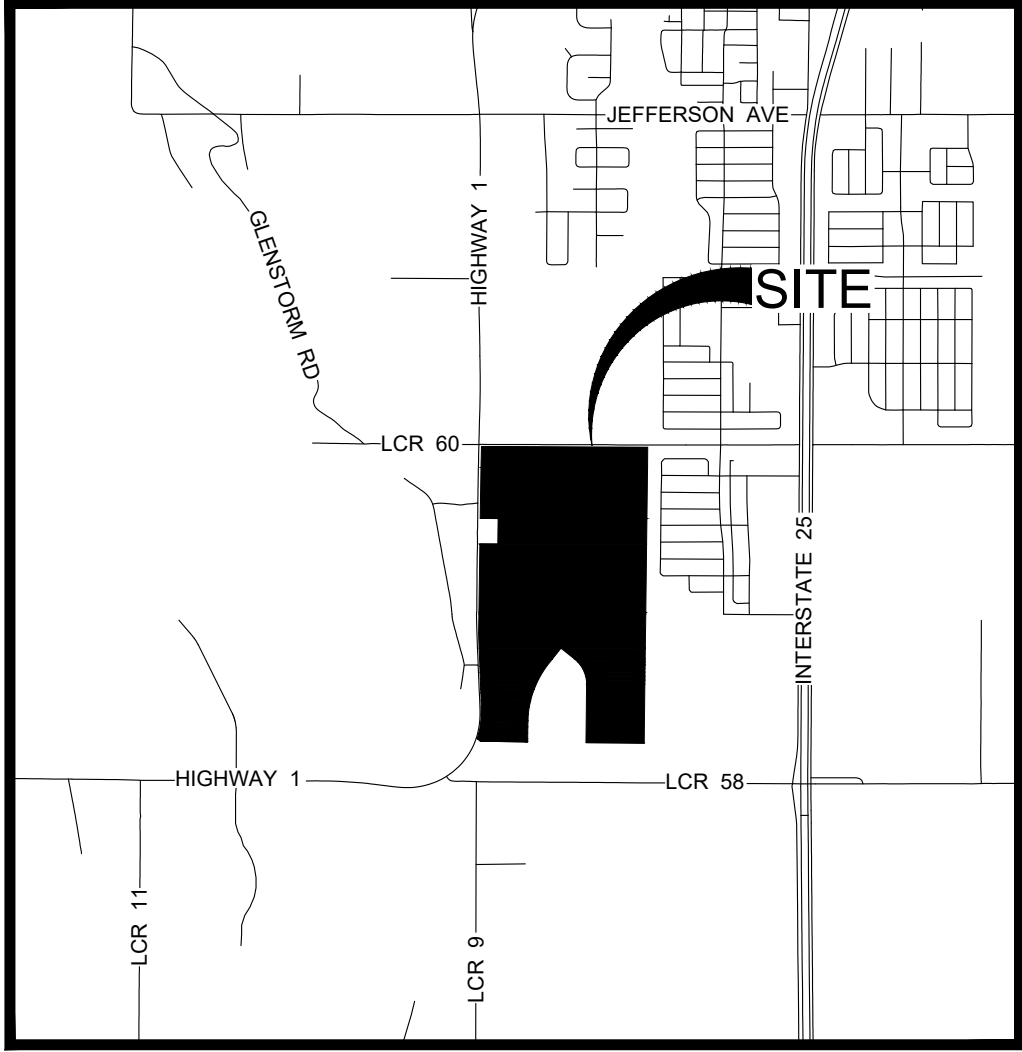
WELLINGTON, CO

MAP 1b

ANNEXATION BOUNDARY INFORMATION

SAGE FARMS ANNEXATION

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



VICINITY MAP

1" = 3000'

SAGE FARMS ANNEXATION PARCEL

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

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

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

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;

THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;

THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;

THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;

THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;

THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;

THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;

THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;

THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;

THENCE North 88° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;

THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;

THENCE North 51° 23' 13" West a distance of 271.70 feet;

THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a point of tangency;

THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

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

THENCE North 89° 18' 40" West a distance of 700.76 feet;

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

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

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1166.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;

THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;

THENCE North 02° 10' 54" West a distance of 165.49 feet;

THENCE North 02° 11' 06" West a distance of 872.21 feet;

THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING**.

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

PLANNING AND ZONING APPROVAL:

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

Signature

TOWN COUNCIL APPROVAL:

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

Mayor

Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

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

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

OWNER

OWNER

STATE OF COLORADO)

) SS

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____

_____ day of _____, 20____.

My commission expires: _____

Notary Public

SURVEYOR'S CERTIFICATION:

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

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

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

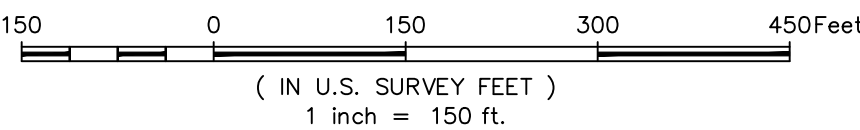
SYMBOL LEGEND

- CALCULATED POSITION
- FOUND PROPERTY MONUMENT
- ⊕ FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

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

SEE SHEET 1 OF 2



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

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

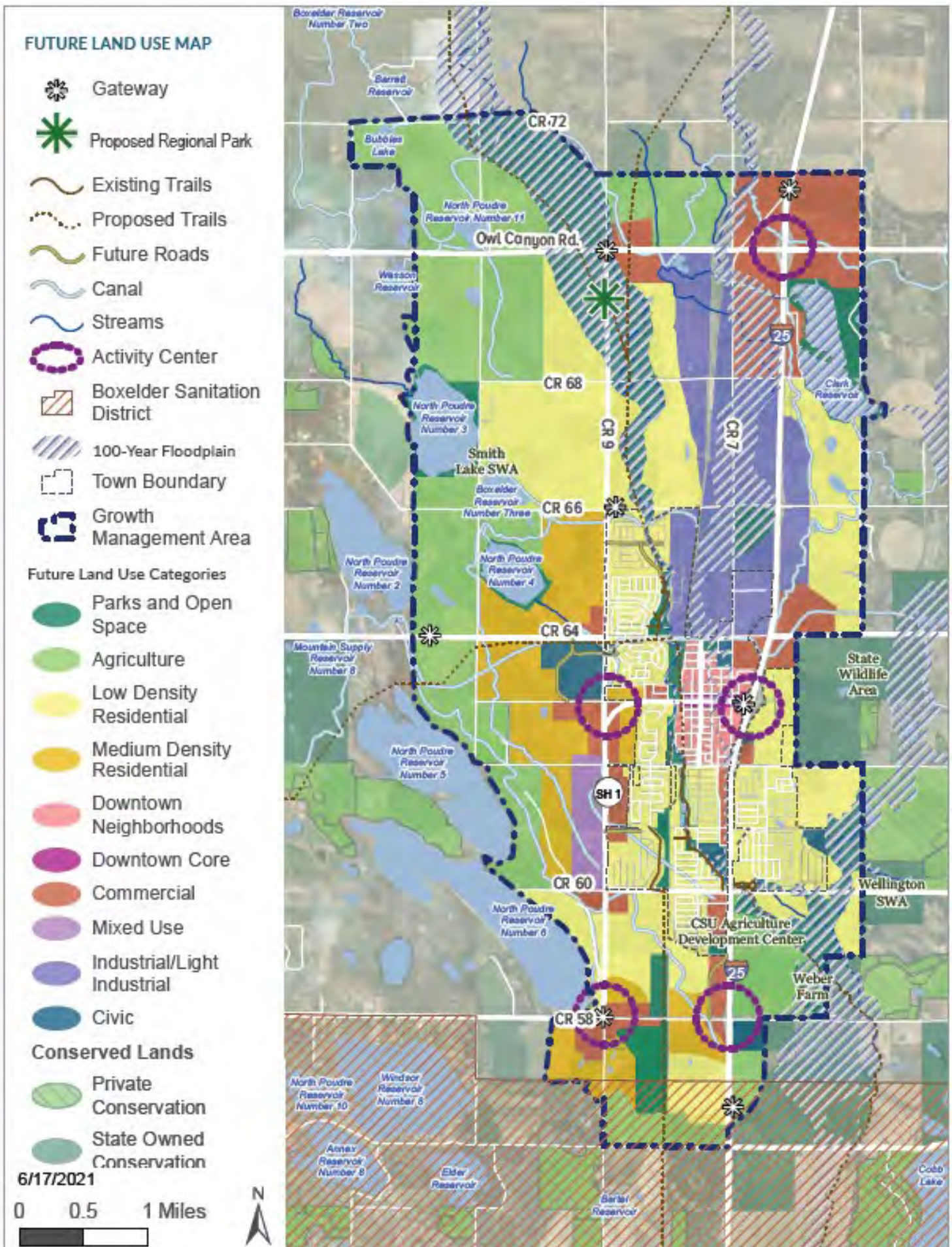
SECTION:
S9 & S16
TOWNSHIP:
8 N
RANGE:
68 W of the 6th PM

NORTHERN ENGINEERING
FORT COLLINS: 307 North Hovey Street, Suite 100, 80521, 970.221.4158
GREELEY: 820 8th Street, 80631, northernengineering.com

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

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

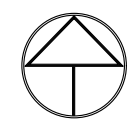
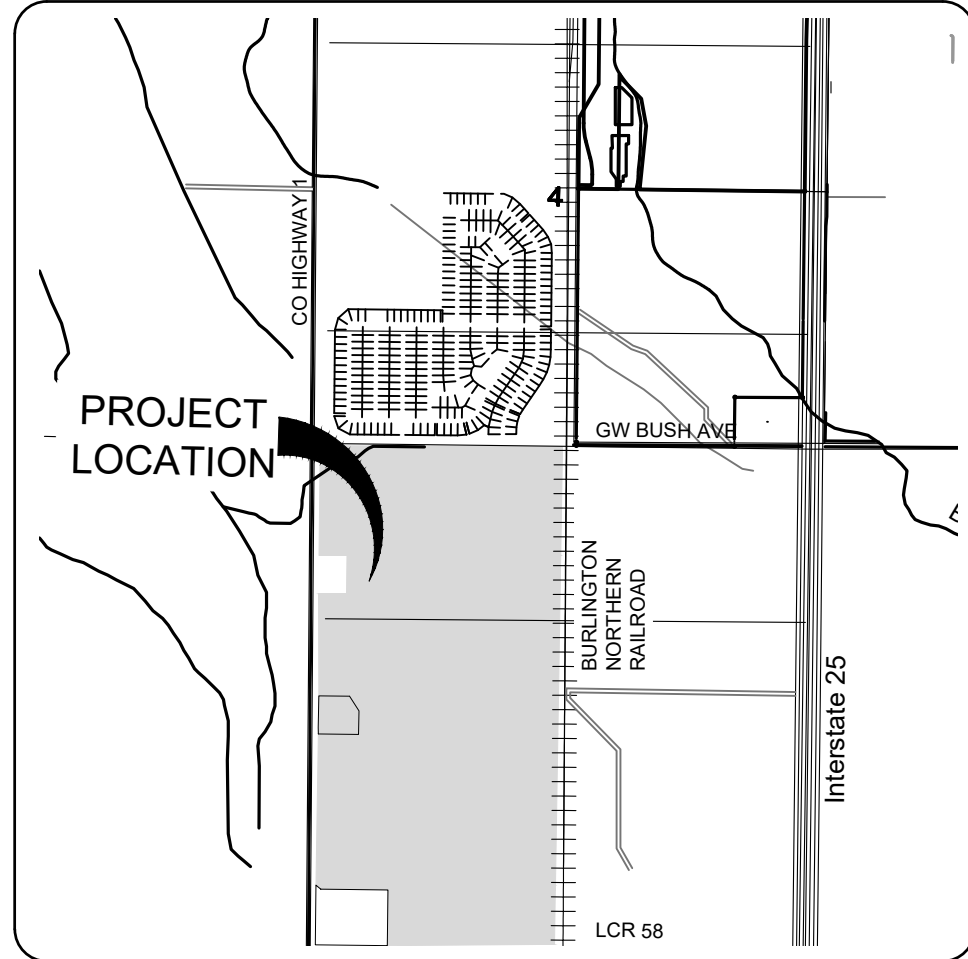
Sheet
1
Of 2 Sheets



ZONING MAP FOR SAGE FARMS P.U.D.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST
OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

JANUARY 2023



NORTH

VICINITY MAP

1"=2000'

PROJECT TEAM:

APPLICANT

FC Farm Holding, LLC and Sipes Farm Holding, LLC
Mr. Daren Roberson
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

LAND PLANNER

Pinecrest Planning and Design, LLC
Mr. Tom Dugan
4225 Westshore Way
Fort Collins, CO 80525
(970) 566-4714

OWNERS

FC Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103
(971) and

Sipes Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

LEGAL DESCRIPTION

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

EXCEPTING THEREFROM the East 25.00 feet for railroad right of way.

ALSO EXCEPTING THEREFROM those parcels described in Deeds recorded April 20, 1964 in Book 1244 at Page 319, and June 5, 1979 in Book 1958 at Page 277, and August 2, 1990 as Reception No. 90033927, all of the Records of Larimer County.

TOGETHER WITH Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County.

Said described parcel contains a total of 12,783,626 sq. ft or 293.47 acres, more or less.

SITE ENGINEER

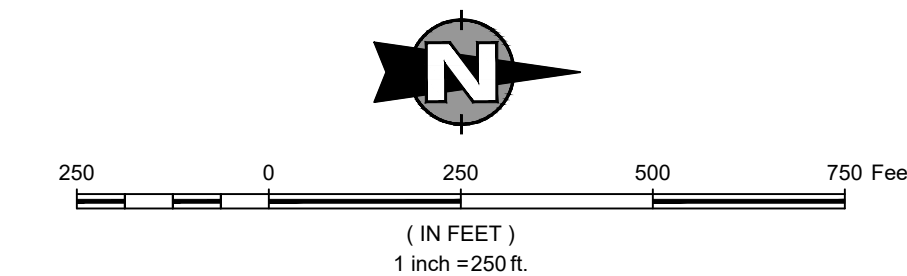
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

SURVEYOR

Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

LEGEND

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



LAND USE DATA

Land Use Type	Area (acres)	Maximum Density (units/acre)	Maximum GLA (sq. ft.)	Percent of Total Area (%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total) 16.8% (of Residential)
On-Site Total	291.0			100.0%

Additional Areas

BNSF Right-of-way	6.1
CR 58 Right-of-way	3.4
Total	300.5

Zoning: PUD - Planned Unit Development Overlay District

APPROVAL CERTIFICATES

PLANNING COMMISSION CERTIFICATE

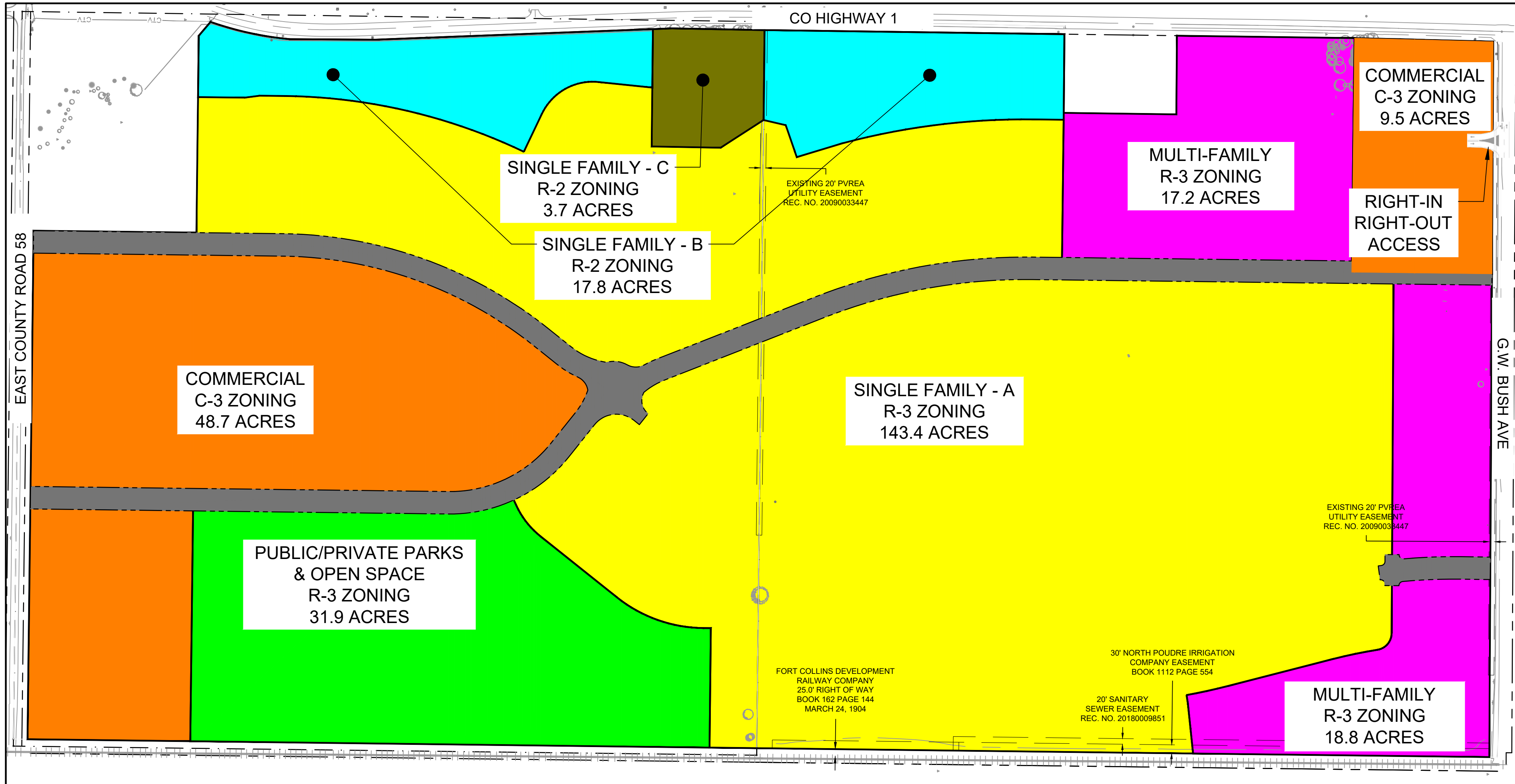
Approved this _____ day of _____, 20____, by the Town
Planning and Zoning Commission, Wellington, Colorado.

Chairman

BOARD OF TRUSTEES CERTIFICATE

Approved this _____ day of _____, 20____, by the Board
of Trustees, Wellington, Colorado. This approval is conditioned upon all expenses involving
necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street
lights, street signs and sidewalks shall be financed by other and not the towns.

Mayor



No.	Revisions:
	06/15/22

These drawings are
provided by Northern
Engineering Services, Inc.
and are not to be used for
any type of construction
without the approval of
a Professional Engineer
in the employ of Northern
Engineering Services, Inc.

**NORTHERN
ENGINEERING**

970.221.4158
nortnengr.com

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

SAGE FARMS

ZONING MAP

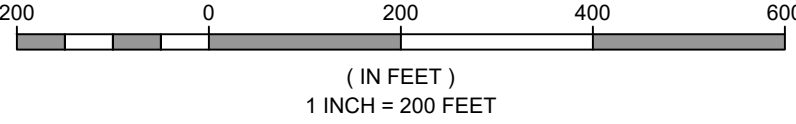
Conceptual Master Plan



LAND USE DATA

Land Use Type	Area (acres)	Maximum Density (units/acre)	Maximum GLA (sq. ft.)	Percent of Total Area (%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total) 16.8% (of Residential)
On-Site Total	291.0			100.0%

NOTE: THIS MASTER PLAN IS A CONCEPTUAL ILLUSTRATION AS TO HOW THE PROPERTY COULD DEVELOP AND IS SUBJECT TO CHANGE AT THE TIME OF PLATTING

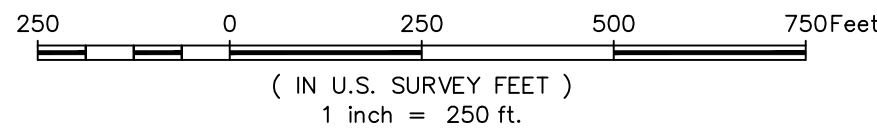
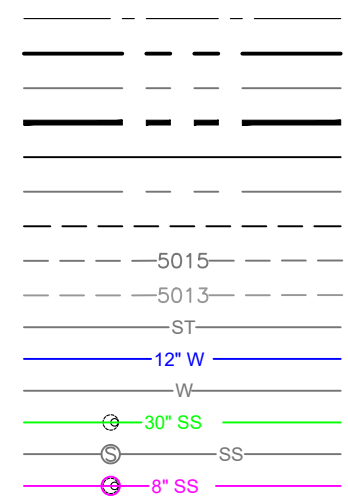


LEGEND	
	MUTLI-FAMILY RESIDENTIAL
	OPEN SPACE
	SINGLE FAMILY RESIDENTIAL
	COMMERCIAL

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST
OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



PROPOSED CENTERLINE
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPERTY BOUNDARY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING EASEMENT LINE
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
EXISTING STORM SEWER
PROPOSED 12" WATER MAIN
EXISTING WATER MAIN
PROPOSED 30" TRUNK SANITARY SEWER
EXISTING SANITARY SEWER w/ MANHOLE
PROPOSED SANITARY SEWER



SAGE FARMS

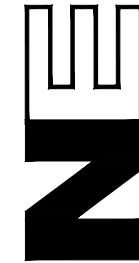
PRELIMINARY UTILITY PLAN

Sheet
1

No. _____ Revisions: _____ Date: 06/15/22

**REVIEW SET
NOT FOR CONSTRUCTION**

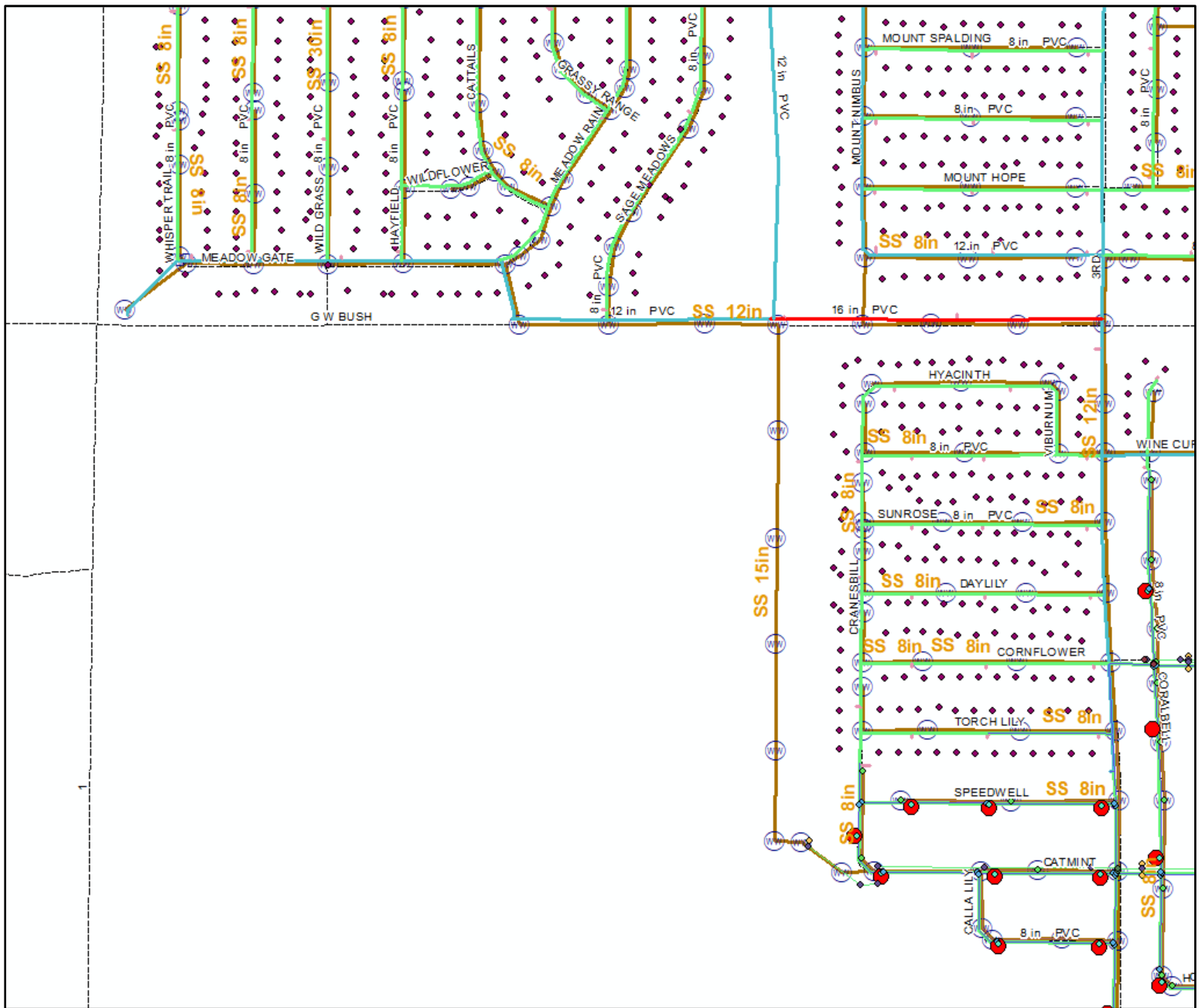
instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless designed and sealed by a Professional Engineer in the employ of Northern Engineering Services.

NORTHERN
ENGINEERING

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

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

Wellington Existing Utilities Map





Planning
 2445 LaPorte Avenue
 Fort Collins, CO 80521
 Fax: 970.490.3479

May 18, 2023

Thomas J. Dugan
 Manager – PineCrest Planning & Design LLC
 4225 Westshore Way
 Fort Collins, CO 80525

RE: Sage Farms Annexation & Zoning

Dear Mr. Dugan,

Thank you for the information regarding the Sage Farms Annexation and Zoning into the Town of Wellington. Based upon the information you provided, Poudre School District currently has adequate facilities to accommodate the increase in student population. Additionally, PSD Planning has reviewed the projections and offers the following summary of payment in lieu of land, our preference for this development. Please see the table(s) below for an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.

<i>Proposed Single Family Housing Count =</i>				914
School Level	Student Yield	Acres	PILO	
Elementary	0.35	0.010	\$950	
Middle	0.10	0.004	\$380	
High	0.09	0.004	\$380	
<i>Totals</i>	<i>0.54</i>	<i>0.018</i>	<i>\$1,710</i>	
Totals for Development	494	15.48	\$1,562,940	

<i>Proposed Multi-Family Housing Count =</i>				432
School Level	Student Yield	Acres	PILO	
Elementary	0.18	0.005	\$475	
Middle	0.05	0.002	\$190	
High	0.05	0.002	\$190	
<i>Totals</i>	<i>0.27</i>	<i>0.009</i>	<i>\$855</i>	
Totals for Development	117	3.89	\$369,360	

Combined				
Student Yield	611			
Acres	19.37			
PILO	\$1,932,300			

Please reach out to me if you have any further questions on this development.

Sincerely,

Earl Smith
 Director of Facilities and Construction
 Poudre School District

cc: Cody Bird (Town of Wellington), File



Northern Colorado Water Association

P.O. BOX 415 WELLINGTON, COLORADO 80549 PHONE 568-3975

December 21, 2022

Mr. Thomas Dugan
PineCrest Planning & Design LLC
4225 Westshore Way
Fort Collins, CO 80525

Subject: Sage Farms Annexation & Zoning, Wellington, CO - Water Service

Dear Mr. Dugan:

The Northern Colorado Water Association (NCWA) has reviewed the information you provided relative to the above referenced Annexation and Zoning request. Based on our review, we have determined that it would not be practical for NCWA to serve this development and hereby consent to the Town of Wellington providing potable water service to this proposed subdivision.

Thank you for referring this information to our office. If you have any questions or need anything else from NCWA regarding this matter, please contact me.

Sincerely,

NORTHERN COLORADO WATER ASSOCIATION

Tom Chaffin
General Manager

cc: Ed Cannon, Town of Wellington

Board of Trustees Meeting

Date: January 23, 2024
Subject: Resolution No. 06-2024: A Resolution Amending the Town Administrator Contract

- **Presentation: Stephanie Anderson, Human Resources Director**

BACKGROUND / DISCUSSION

The Town Administrator Annual Review was conducted and presented to the Board of trustees on November 14, 2023 in an executive session. The review was favorable and the Board discussed amending the wages for the Town Administrator in 2024. In the 2024 budget, a 3% cost of living adjustment (COLA) and a 3% merit pool were adopted by the Board of Trustees for Town staff.

Members of Wellington's Leadership team capped their merit adjustment at 1% for 2024, and Town Administrator, Ms. Garcia, is proposing to follow this method. It is proposed to adjust her salary overall by 4% which includes a 3% cost of living adjustment and a 1% merit adjustment for a total salary of \$171,041.78.

Ms. Garcia is suggesting a modification to her existing contract, introducing a stipulation that comes into effect if her employment is terminated within six months of the seating and swearing-in of new governing body members. According to this proposal, if Ms. Garcia is terminated while still capable and willing to fulfill the responsibilities of the Town Administrator role, she would be entitled to 12 months of paid salary. Additionally, the stipulation extends to cover 12 months of ongoing health insurance unless Ms. Garcia secures alternative employment that offers insurance coverage during that period. The attached resolution affirms the proposed contract amendments and reappointment of Patti Garcia to serve as Wellington Town Administrator.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

- Motion to approve Resolution No. 06-2024 as proposed.
- Move to approve Resolution No. 06-2024 with amendments as the Board of Trustees deems appropriate.
- Move to postpone consideration of Resolution No. 06-2024 and provide guidance to staff as requested modifications.
- Move to deny Resolution No. 06-2024.

ATTACHMENTS

1. Reso 06-2024 - Town Administrator Agreement - 3rd Amendment
2. Town Administrator Employment Agreement - 3rd Amendment
3. Town Administrator Employment Agreement
4. Town Administrator Employment Agreement - 1st Amendment
5. Town Administrator Employment Agreement - 2nd Amendment

TOWN OF WELLINGTON

RESOLUTION NO. 06-2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, APPROVING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE TOWN ADMINISTRATOR

WHEREAS, Colorado Revised Statute 31-4-304 provides that a Board of Trustees of a statutory town may appoint a Town Administrator as it deems necessary for the good government of the Town; and

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado has adopted and reenacted the Wellington Municipal Code; and

WHEREAS, Section 2-3-30 provides that the Board of Trustees shall appoint a Town Administrator; and

WHEREAS, on November 24, 2020 the Board of Trustees approved an Employment Agreement with Patti Garcia, appointing her as Town Administrator; and

WHEREAS the Board of Trustees wishes to extend the term of the Employment Agreement and make related amendments thereto, as set forth in the Third Amendment to Employment Agreement.

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

1. The Board of Trustees hereby approves the Town Administrator Employment Agreement - Third Amendment.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of January, 2024.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

**TOWN ADMINISTRATOR
EMPLOYMENT AGREEMENT THIRD AMENDMENT**

THIS TOWN ADMINISTRATOR EMPLOYMENT AGREEMENT THIRD AMENDMENT ("Amendment") is made this 23rd day of January, 2024, between the TOWN OF WELLINGTON, Colorado, a Colorado statutory municipality (the "Town"), and PATTI GARCIA ("Garcia") to amend that Town Administrator Employment Agreement entered into by the Town and Garcia in November, 2020, as amended in December, 2021 and in December, 2022 ("Amended Agreement").

A. RECITALS

1. The Town requires the services of a professional administrator to perform the duties of Town Administrator as provided by the C.R.S. §31-4-304 and the Wellington Municipal Code (the "Town Code"), including at Section 2-3-20.
2. The Town Board of Trustees completed an annual performance evaluation of Garcia on November 14, 2023, finding her performance to meet expectations and desires to make certain changes to her compensation and required duties to reflect her performance and to make best use of her time as Town Administrator.

B. AGREEMENT

NOW, THEREFORE, the Town and Garcia agree that the Amended Agreement is further amended to include the following changes and additional terms; otherwise, all terms and conditions of the Amended Agreement shall remain in full force and effect.

1. **COMPENSATION.** Commencing on and after January 1, 2024, the Town shall pay Garcia a base annual salary of one hundred seventy one thousand forty one dollars and seventy-eight cents (\$171,041.78), reflecting a four percent (4%) increase over the salary in the Amended Agreement.

2. **TERMINATION WITHOUT CAUSE, RESIGNATION, SEVERANCE COMPENSATION.** Paragraph 10 of the Amended Agreement shall be revised to read, in its entirety, as follows:

10. **TERMINATION WITHOUT CAUSE, RESIGNATION, SEVERANCE COMPENSATION.** Garcia may be terminated at any time with or without cause, including if Garcia becomes incapable of performing essential job functions due to disability or illness. If Garcia resigns at the request of the Town or is terminated other than for cause by the Town and if at such time Garcia is willing and able to perform the duties of Town Administrator, the Town agrees to:

- a. Pay Garcia an amount equal to six months' salary, to be paid out in installments or as a lump sum at time of termination with deductions only for legally-required tax withholding during the Town's customary pay periods, from the date of termination; and
- b. Continue to provide for a period of six (6) months Garcia with health insurance coverage at a level equivalent to the insurance provided at the time of termination. Such continued insurance coverage shall be terminated during the six-month period if Garcia gains employment providing insurance during that time.

If Garcia is terminated within six (6) months immediately following the seating and swearing-in of one or more new governing body members other than for cause, and during such time Garcia is willing and able to perform the duties of Town Administrator, to the Town agrees to:

a. Pay Garcia twelve (12) months' salary, to be paid out in installments or as a lump sum at time of termination with deductions only for legally-required tax withholding during the Town's customary pay periods, from the date of termination; and

b. Continue to provide for a period of twelve (12) months Garcia with health insurance coverage at a level equivalent to the insurance provided at the time of termination. Such continued insurance coverage shall be terminated during the twelve-month period if Garcia gains employment providing insurance during that time.

In the event of voluntary resignation by Garcia, Garcia shall not be entitled to severance compensation, unless specifically agreed to in writing at the time of Garcia's resignation. Further, if Garcia voluntarily resigns her position at any time during the term of this Agreement, Garcia shall give the Town no less than sixty (60) calendar days' written notice in advance. The parties further agree and acknowledge that the Town has established and shall maintain an adequate present cash reserve held for future payments if required in an amount sufficient to pay any severance compensation required by this Agreement. For the purpose of the notification requirements of COBRA, Garcia's last day of employment shall be an effective date fixed by the parties at time of termination and shall not include the extended period of any severance compensation.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and executed on the day and year first written above.

TOWN OF WELLINGTON, COLORADO:

ATTEST:

TOWN ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS TOWN ADMINISTRATOR EMPLOYMENT AGREEMENT ("Agreement") is made this 10th day of November, 2020, between the TOWN OF WELLINGTON, COLORADO, a Colorado statutory municipality (the "Town"), and PATTI GARCIA ("Garcia").

A. RECITALS.

1. The Town requires the services of a professional administrator to perform the duties of Town Administrator as provided by the C.R.S. §31-4-304 and the Wellington Municipal Code (the "Town Code"), including at Section 2-3-20.
2. Garcia has represented that she has the requisite skill, knowledge, education, experience and interest in performing the services required by the Town.
3. Garcia desires to accept the appointment as Town Administrator of the Town in accordance with the terms of this Agreement and the Town Code. The Personnel Policy Manual of the Town (the "Personnel Manual") is applicable to Garcia's employment only to the extent the Personnel Manual applies to Garcia by its terms or is made applicable to Garcia's employment by this Agreement.
4. The parties wish to memorialize their understandings with respect to the appointment of Garcia to serve as the Wellington Town Administrator and performance of their respective duties in association therewith.

B. AGREED TERMS.

NOW, THEREFORE, the parties agree as follows:

1. **POSITION.** So long as the Wellington Town Board of Trustees (the "Town Board") takes official action to appoint Garcia as Town Administrator, the Town retains Garcia as its Town Administrator and Garcia agrees to serve as Town Administrator in accordance with the duties described in the Town Code, including as set forth at Section 2-3-20. Garcia also shall perform duties as otherwise delegated to her from time to time by the Town Board. The position of Town Administrator shall be a full-time position, requiring Garcia to devote her attention exclusively to her duties as Town Administrator. The parties recognize that Garcia must devote a great deal of time outside normal office hours to the business of the Town and will necessarily be engaged in work during evening and weekend hours, which may include participation in professional organizations and volunteer programs consistent with the responsibilities of a professional public administrator. It is understood by Garcia that additional compensation and compensatory time shall not be required for such additional expenditures of time. Garcia's service as Town Administrator will be deemed an exempt position under the Fair Labor Standards Act (FLSA).

2. **TERM.** Garcia shall serve at the pleasure of the Town Board. Subject to approval by the Town Board, this Agreement shall commence on December 1, 2020 (the "Hire Date"). This Agreement shall terminate on December 31, 2021, but unless otherwise terminated renew annually on December 31st of each year for an additional one-year term. At any time prior to November 15th of any renewal year, beginning in 2021, the Town Board may elect not to renew this Agreement and if the Town Board votes not to renew, this Agreement shall terminate on December 31st of the year in which the non-renewal occurs, subject to this Sections 8 and 9

of this Agreement.

It is understood that the Town Administrator's position by statute and by the Town Code is an appointed position that requires reappointment every two years. This agreement is subject to required reappointment. The failure of the Town Board to reappoint the Town Administrator after any Town election shall not constitute termination for cause nor shall the failure to reappoint the Town Administrator preclude the Town Administrator from receipt of severance pay if otherwise payable by Section 8 of this Agreement.

Garcia agrees to remain in the exclusive employment of the Town and to neither accept nor become employed by any other employer until termination of this Employment Agreement, as hereinafter provided.

Death of Garcia shall terminate this agreement in the same manner as a termination with cause, permanent disability of Garcia that prevents Garcia from carrying out the essential job functions of the position of Town Administrator resulting in termination shall be treated in the same manner as a termination without cause.

3. **COMPENSATION.** The Town shall pay Garcia a base annual salary of One-Hundred-Forty-Five Thousand Dollars (\$145,000.00), which salary shall commence as of the Hire Date. The salary shall be payable in accordance with pay periods established by the Town and as customary for all other Town employees. The description of an annual salary under this Section shall not create any contractual rights to continued employment inconsistent with the Town Board's authority.

4. **BENEFITS.** In addition to the foregoing base salary, the Town shall provide Garcia the same holidays, medical, dental, life insurance, and disability insurance as is available to all other Town regular full-time employees. Eligibility to participate in such benefits shall be determined as of the Garcia's Hire Date.

The Town agrees that it will annually contribute an amount equal to six percent (6%) of Garcia's base salary for deposit into a retirement account for the benefit of Garcia. In addition Garcia shall be eligible to participate in the Town's standard 401A Money Purchase Plan and Section 457 Deferred Compensation Plan so long as allowed by the plan, including by making salary reduction contributions upon the same terms as other regular full-time Town employees. The Town if directed by Garcia will deposit the Town's (6%) contribution of Garcia's base salary into an account of Garcia's choice, including an ICMA-RC, 401(a)/457(b) account if such an account is properly maintained by Garcia and Garcia properly directs deposit to such account.

5. **VACATION AND SICK LEAVE.** Garcia shall be credited on beginning her employment with eighty (80) hours of vacation leave and shall accrue vacation leave at the rate of fourteen (14) hours per month. Garcia shall further be credited on beginning her employment with two days sick leave and shall otherwise accrue sick leave as currently provided for by Section 5.3 of the Personnel Manual and as the Personnel Manual may be amended in the future.

Garcia may be entitled to a cash payment for accrued vacation hours up to the maximum carry-over allowed, if applicable, at the conclusion of her employment. Garcia shall not be entitled to any cash payment for unused sick leave at the conclusion of her employment.

Garcia shall receive all holiday vacation days afforded by the section 4.78 of the Town's Personnel Manual.

6. **AUTOMOBILE MILEAGE REIMBURSEMENT.** In addition to base salary, Garcia shall be eligible to receive reimbursement at the then-applicable IRS rate for use of her personal automobile for Town business. Garcia shall provide appropriate mileage and other records to the Finance Director/Town Treasurer. Garcia shall be responsible for obtaining and maintaining liability, property damage, and comprehensive insurance for her vehicle and for the purchase, operation, maintenance, repair, and replacement of her automobile. Garcia shall have access to the Town motor pool to the extent a Town vehicle is available and if a vehicle is provided by the Town mileage reimbursement shall not be due, however fuel, maintenance and insurance for the vehicle shall be paid for by the Town.

8. **BUSINESS EXPENSES/PROFESSIONAL DUES AND TUITION.** Garcia shall be reimbursed for normal business expenses and professional dues related to Garcia's reasonable travel and subsistence expenses, registration fees for professional and official travel, meetings and occasions adequate to continue the professional development of Garcia and to adequately pursue necessary official and other functions for the Town. Such reimbursement shall include, but not be limited to, the Annual Conference of the International City Management Association ("ICMA"), the ICMA Mountain Plains/West Coast Regional Summit, the Annual Conference of the Colorado Municipal League, the Winter Conference of the Colorado City/County Management Association, and such other national, regional, state and local government groups and committees thereof on which Garcia serves as a member and are related to her employment position as approved by the Town from time to time.

9. **ANNUAL PERFORMANCE AND COMPENSATION EVALUATION.** In accordance with Section 2-3-20(f)(1) of the Town Code, Garcia shall be given an annual performance evaluation. Nothing herein shall be construed to alter the authority of the Town Board to remove Garcia including as provided by state statute and the Town Code. This Agreement may be renewed, modified and extended upon such terms as may be later agreed and as shall be expressly approved by resolution adopted by the Town Board.

10. **TERMINATION WITHOUT CAUSE, RESIGNATION, SEVERANCE COMPENSATION.** Garcia may be terminated at any time with or without cause, termination without cause includes if Garcia becomes incapable of performing essential job functions due to disability or illness. If Garcia resigns at the request of the Town or is terminated other than for cause by the Town and if at such time Garcia is willing and able to perform the duties of Town Administrator, the Town agrees to pay Garcia a continuation of her then-approved base salary for a period of six (6) months, to be paid out in installments with deductions only for legally-required tax withholding during the Town's customary pay periods (not as a lump sum), from the date of termination. In the event of voluntary resignation by Garcia, Garcia shall not be entitled to severance compensation, unless specifically agreed to in writing at the time of Garcia's resignation. If Garcia voluntarily resigns her position at any time during the term of this Agreement, Garcia shall give the Town no less than sixty (60) calendar days' written notice in advance. The parties further agree and acknowledge that the Town has established and shall maintain an adequate present cash reserve held for future payments if required in an amount sufficient to pay any severance compensation required by this Agreement. For the purpose of the notification requirements of COBRA, Garcia's last day of employment shall be an effective date fixed by the parties at the time of termination and shall not include the extended period of any severance compensation.

11. **TERMINATION FOR CAUSE.** If Garcia is terminated for cause, the Town shall have no obligation for the payment of severance compensation as provided in Section 9 above. As used herein, "cause" shall mean:

(a) Garcia commits an act of gross negligence or malfeasance in office as reasonably determined by the Town Board.

(b) Garcia is convicted of or tenders a plea of guilty or no-contest to any offense classified as a felony or an offense involving fraud, deceit or dishonesty, or any offense related to governmental operations under Article 6 of Title 18 of the Colorado Revised Statutes, as amended;

(c) Garcia commits an act of moral turpitude or personal gain to herself at the expense of Town, or willfully neglects her duties, or refuses to perform duties as he is required by law to perform, or commits fraud or makes a material misrepresentation with respect to her duties as Town Administrator, all as reasonably determined by the Wellington Town Board in its sole discretion;

(d) Garcia makes a material misrepresentation or omits a material fact in connection with information provided by Garcia to the Town or the Town's agents in conjunction with the Town Administrator hiring process. All such information, whether provided in writing, verbally or otherwise, is hereby acknowledged by Garcia to be an intentional inducement to the Town's decision to employ Garcia as Town Administrator.

C. MISCELLANEOUS.

1. CHOICE OF LAW, VENUE. This Agreement shall be construed and interpreted according to the laws of the State of Colorado and any action enforce or interpret this Agreement shall be maintained in the state courts of Colorado sitting in the County of Larimer.

2. INDEMNIFICATION. In the event that the Town's insurance policies in effect at any given time do not provide full liability coverage for Garcia in regard to any claim or action brought against her arising from or in connection with her conduct as Town Administrator, the Town agrees to defend and hold harmless Garcia against any and all liability, costs, attorney's fees and/or damages as may be incurred or assessed as a result of such claim or actions; provided, however, that the conduct giving rise to any claim or action was not the result of willful or wanton acts or omissions on the part of Garcia or undertaken outside the scope of her official employment duties.

3. ASSIGNMENT. This Agreement is for personal services predicated upon Garcia's special abilities or knowledge. Garcia shall not assign this Agreement in whole or in part.

4. ANNUAL APPROPRIATION. Notwithstanding anything herein contained to the contrary, the Town's obligations under this Agreement are expressly subject to annual appropriation and legal availability of funds. In the event sufficient funds shall not be appropriated for the payment of sums due to or to become due to Garcia hereunder, and Garcia's services are not terminated by official action of the Town Board, this Agreement may be terminated by either party without penalty or further liability. The Town's obligations under this Agreement shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other fiscal obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado or the Town Code.

5. WAIVER. The failure of either party to exercise any of their rights under this

Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.

5. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior representations or understandings relating to its subject matter.

6. SEVERABILITY. In case one or more of the provisions contained in this Agreement, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and the application hereof shall not in any way be affected or impaired thereby.

7. NO ADVERSE INFERENCE. This Agreement shall not be interpreted or construed against either party on the basis that such party drafted this Agreement. Both parties stipulate and agree that they had the opportunity to participate fully in the drafting of this Agreement.

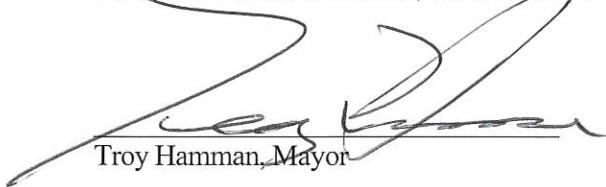
8. BINDING EFFECT. The provisions of this Agreement with regard to compensation shall be binding upon and shall inure to the benefit of Garcia's heirs at law and personal representatives.

9. ATTORNEY FEES. In the event either party brings suit to enforce or interpret this Agreement, each party shall bear her or its own attorney fees, regardless of "prevailing party" status.

10. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date first appearing above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed on the day of and year first written above.

TOWN OF WELLINGTON, COLORADO:


Troy Hamman, Mayor

ATTEST:


Krystal Eucker, Wellington Town Clerk



GARCIA


Patti Garcia

**ATTACHMENT 1 TO EMPLOYMENT AGREEMENT
PATTI GARCIA/TOWN OF WELLINGTON**

Sec. 2-3-20. - Town Administrator/Clerk.

(a) Appointment. The Board of Trustees, by majority approval, may appoint an Administrator or Town Clerk, and may combine the positions of Administrator or Clerk into a single position, the Town Administrator/Clerk. If the positions are not combined, the Town Administrator shall perform the functions to be filled by the Town Administrator/Clerk, or the Board of Trustees may by resolution define the responsibilities of the Town Clerk. If not defined by the Board of Trustees, the Town Administrator may delegate responsibilities of the Town Administrator/Clerk to the Town Clerk. The Town Administrator/Clerk shall:

- (1) Hold office at the pleasure of a majority of the Board of Trustees.
- (2) Be selected solely on the basis of his or her executive and administrative qualifications with special reference to his or her training and experience.
- (3) Have a bachelor's degree in business or public administration or equivalent.
- (4) Be compensated for his or her services as the Board of Trustees may determine or as may be stipulated by contract.

(b) Oath and bond. Before entering office, the Town Administrator/Clerk shall take an oath of office and be bonded in the amount of fifty thousand dollars (\$50,000.00) conditioned upon the faithful discharge of duties as Town Administrator/Clerk.

(c) Functions and duties.

(1) Administration. The Town Administrator/Clerk shall perform the following duties:

- a. Manage, direct, control and supervise all departments, agencies and services of the Town.
- b. Attend all Board of Trustees meetings and be permitted to participate in discussion of items before the Board of Trustees.
- c. Attend all Planning Commission meetings and be permitted to participate in discussion of items before the Planning Commission.
- d. Attend, when reasonably possible, the meetings of standing Board of Trustees committees and duly elected or appointed boards and commissions of the Town to provide staff support thereto.
- e. Provide information to the Board of Trustees and make recommendations to the governing body as deemed necessary for the good and efficient operation of the Town and its services.
- f. Initiate investigations and conduct inquiries related to citizen complaints concerning the conduct of employees or the quality of municipal services.
- g. On behalf of the Mayor or Board of Trustees, speak before public and private groups to explain functions and operations of the Town's government.

(2) ...

(3) Finance. The Town Administrator/Clerk shall perform the following duties:

- a. Countersign all checks and warrants drawn on the Town treasury.
- b. Prepare and submit a recommended annual budget to the Board of Trustees.
- c. Keep the Board of Trustees fully, completely and timely advised as to the financial condition of the Town.
- d. Exercise general supervision and control over all Town purchases and

expenditures in accordance with the budget and such policies as may be established by the Board of Trustees.

e. Serve as coordinator for the Town's economic development activities with related federal, state and local agencies and with private individuals, groups, businesses and foundations.

f. Recommend to the Board of Trustees a schedule of capital purchases.

g. Cause to have conducted such internal audits as required and necessary.

h. Maintain current knowledge of state and federal grant programs, advising the Board of Trustees and Mayor of the same; and to prepare, submit and monitor financial grants and applications.

(4) Personnel. The Town Administrator/Clerk shall perform the following duties:

a. Appoint and terminate employees necessary for the efficient performance of responsibilities listed in this Section. All employees shall serve at the pleasure of the Town Administrator/Clerk.

b. Subject to direction by ordinance or resolution adopted by the Board of Trustees, and subject to state statutes, supervise, direct and assign the duties of all appointive officers and employees in accordance with responsibilities listed in this Section.

c. Recommend to the Board of Trustees a schedule of salaries for all officers and employees.

d. Perform other such duties as the Board of Trustees may direct.

(d) Recognition of Town Administrator/Clerk as Town Clerk. The Town Administrator/Clerk shall be recognized as the Town Clerk in any legal reference to the Town Clerk position by state statutes, municipal ordinances or municipal resolutions.

(e) Administrative organization. The Town Administrator/Clerk shall propose a plan of administrative organization to the Board of Trustees within ninety (90) days after his or her appointment, which, if approved by the Board of Trustees, shall be adopted by resolution. The administrative plan shall provide for such departments and employees as may be deemed necessary for the efficient administration of the Town. All such employees shall be appointed by the Town Administrator/Clerk with approval of the Board of Trustees.

(f) Relationship of Board of Trustees to Town Administrator/Clerk:

(1) Not less than once a year, the Board of Trustees shall review the performance of the Town Administrator/Clerk in relation to duties outlined above and the attainment of Board goals and objectives. The Board of Trustees may increase the Town Administrator/Clerk's base salary or benefits.

(2) Except for the purposes of inquiry, the Mayor and the Board of Trustees shall deal with the Town Administrator/Clerk solely through the Board of Trustees, and neither the Mayor nor the Board of Trustees shall give direction to any subordinate of the Town Administrator/Clerk.

(g) Intent. Nothing in this Section shall impair the responsibility of the Board of Trustees for the overall operation of the Town government as required by state law.

TOWN ADMINISTRATOR
EMPLOYMENT AGREEMENT AMENDMENT

THIS TOWN ADMINISTRATOR EMPLOYMENT AGREEMENT AMENDMENT ("Amendment") is made this 11th day of December, 2021, between the TOWN OF WELLINGTON, Colorado, a Colorado statutory municipality (the "Town"), and PATTI GARCIA ("Garcia") to amend that Town Administrator Employment Agreement entered into by the Town and Garcia in November, 2020 ("Agreement").

A. RECITALS

1. The Town requires the services of a professional administrator to perform the duties of Town Administrator as provided by the C.R.S. §31-4-304 and the Wellington Municipal Code (the "Town Code"), including at Section 2-3-20.
2. The Town Board of Trustees completed an annual performance evaluation of Garcia on November 23, 2021, finding her performance to exceed expectations and desires to make certain changes to her compensation and required duties to reflect her performance and to make best use of her time as Town Administrator.

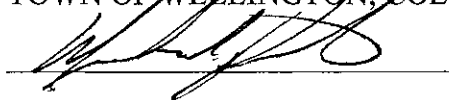
B. AGREEMENT

NOW, THEREFORE, the Town and Garcia agree that the Agreement is amended to include the following changes and additional terms; otherwise, all terms and conditions of the Agreement shall remain in full force and effect.

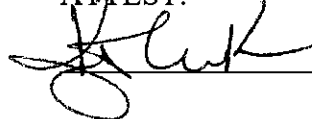
1. COMPENSATION. Commencing on and after January 1, 2022, the Town shall pay Garcia a base annual salary of one hundred fifty four thousand three hundred fifty five dollars and seventy nine cents (\$154,355.79), reflecting a six and forty five hundredths percent (6.45%) increase over the salary in the Agreement.
2. ATTENDANCE AT CERTAIN TOWN MEETINGS. Pursuant to Section 2-30-20 of the Town Code, the Town Administrator shall attend, when reasonably possible, meetings of all Town boards and committees, other than Board of Trustees meetings and Planning Commission Meetings. To remain in compliance with this Town Code provision, Garcia shall attend at least one meeting per calendar year of meetings of standing Board of Trustees committees and duly elected or appointed boards and commissions of the Town.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and executed on the day and year first written above.

TOWN OF WELLINGTON, COLORADO:



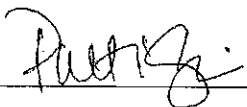
ATTEST:



Troy Hamman, Mayor
Clerk

Krystal Eucker, Wellington Town

GARCIA



Patti Garcia

**TOWN ADMINISTRATOR
EMPLOYMENT AGREEMENT SECOND AMENDMENT**

THIS TOWN ADMINISTRATOR EMPLOYMENT AGREEMENT SECOND AMENDMENT ("Amendment") is made this 13th day of December, 2022, between the TOWN OF WELLINGTON, Colorado, a Colorado statutory municipality (the "Town"), and PATTI GARCIA ("Garcia") to amend that Town Administrator Employment Agreement entered into by the Town and Garcia in November, 2020 and as amended in December, 2021 ("Agreement").

A. RECITALS

1. The Town requires the services of a professional administrator to perform the duties of Town Administrator as provided by the C.R.S. §31-4-304 and the Wellington Municipal Code (the "Town Code"), including at Section 2-3-20.
2. The Town Board of Trustees completed an annual performance evaluation of Garcia on November 8, 2022, finding her performance to exceed expectations and desires to make certain changes to her compensation and required duties to reflect her performance and to make best use of her time as Town Administrator.

B. AGREEMENT

NOW, THEREFORE, the Town and Garcia agree that the Agreement is amended to include the following changes and additional terms; otherwise, all terms and conditions of the Agreement shall remain in full force and effect.

1. **COMPENSATION.** Commencing on and after January 1, 2023, the Town shall pay Garcia a base annual salary of one hundred sixty four thousand four hundred sixty three dollars and twenty five cents (\$164,463.25), reflecting a six and fifty four hundredths percent (6.54 %) increase over the salary in the Agreement.

2. **TERMINATION WITHOUT CAUSE, RESIGNATION, SEVERANCE**
COMPENSATION. Paragraph 10 of the Agreement shall be revised to read, in its entirety, as follows:

10. TERMINATION WITHOUT CAUSE, RESIGNATION, SEVERANCE

COMPENSATION. Garcia may be terminated at any time with or without cause, including if Garcia becomes incapable of performing essential job functions due to disability or illness. If Garcia resigns at the request of the Town or is terminated other than for cause by the Town and if at such time Garcia is willing and able to perform the duties of Town Administrator, the Town agrees to:

- a. Pay Garcia a continuation of her then-approved base salary for a period of six (6) months, to be paid out in installments or as a lump sum at time of termination with deductions only for legally-required tax withholding during the Town's customary pay periods, from the date of termination; and
- b. Continue to provide for a period of six (6) months Garcia with health insurance coverage at a level equivalent to the insurance provided at the time of termination. Such continued insurance coverage shall be terminated during the six-month period if Garcia gains employment providing insurance during that time.

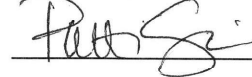
In the event of voluntary resignation by Garcia, Garcia shall not be entitled to severance compensation, unless specifically agreed to in writing at the time of Garcia's resignation. Further, If Garcia voluntarily resigns her position at any time during the term of this Agreement, Garcia shall give the Town no less than sixty (60) calendar days' written notice in advance. The parties further agree and acknowledge that the Town has established and shall maintain an adequate present cash reserve held for future payments if required in an amount sufficient to pay any severance compensation required by this Agreement. For the purpose of the notification requirements of COBRA, Garcia's last day of employment shall be an effective date fixed by the parties at time of termination and shall not include the extended period of any severance compensation.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and executed on the day and year first written above.

TOWN OF WELLINGTON, COLORADO:


Carol Chausee, Mayor

ATTEST:





Board of Trustees Meeting

Date: January 23, 2024

Subject: Ordinance No. 03-2024: An Ordinance of the Town of Wellington, Colorado
Recodifying Municipal Code Chapter 6 Concerning Business Licensing

- **Presentation: Dan Sapienza, Town Attorney; & Patti Garcia, Town Administrator**

BACKGROUND / DISCUSSION

As part of an effort to update the Town's Business Licensing procedures and enhance business engagement, this Ordinance proposes to repeal Chapter 6, Articles 1 & 2 of the Wellington Municipal Code. In its place, Article 1 is left reserved for future use and a new Article 2 shifts the processing requirements for licenses into the Town Clerk's office. The application process is streamlined, benefiting business applicants as well as the town. Processing new and renewal applications should be faster than under the current code's processes.

The proposed ordinance then creates a clear process for the Town to identify violations and to place a probationary status on licenses. That status allows the town and business to work together to remedy issues. If that is unsuccessful or if the licensee fails to renew their license, the license is revoked, with a clear reapplication procedure and appeal process.

In addition to these changes, the local sales tax license requirement will be retired. Businesses that collect sales tax are required to be licensed by the State of Colorado and that information is collected through the business license application process. The current local license has been identified as unnecessary and its repeal will reduce the administrative burden on town businesses and town staff.

This ordinance makes no changes to the following:

- Article 3 - Auctions and Peddling—Canvassing, Soliciting or Peddling for Residential Sales of Property or Operation of a Public Auction
- Article 4 - Mobile Home Parks
- Article 5 - Pawnbrokers
- Article 6 - Secondhand Dealers
- Article 7 - Trash Collectors

STAFF RECOMMENDATION

Staff have identified the following options for Trustee consideration:

1. Move to approve Ordinance No. 03-2024
2. Move to approve Ordinance No. 03-2024 with amendments determined by the Board of Trustees
3. Move to postpone consideration of Ordinance No. 03-2024 to a specified date
3. Deny Ordinance No. 03-2024

ATTACHMENTS

1. Ord 03-2024 - C6 Amendment



2. Current Articles 1 and 2 of CHAPTER_6

TOWN OF WELLINGTON
ORDINANCE NO. 03-2024

AN ORDINANCE AMENDING CHAPTER 6 OF THE WELLINGTON MUNICIPAL CODE REGARDING BUSINESS LICENSING.

WHEREAS, the Town of Wellington has adopted Chapter 6 of the Municipal Code of the Town of Wellington, Colorado (the “Town Code”), addressing business licensing; and

WHEREAS, the Town Board of Trustees of the Town of Wellington, Colorado (the “Board of Trustees”) has reviewed Chapter 6 and wishes to clarify the requirements and processes for the issuance and revocation of business licenses and increasing consistency of language throughout the Municipal Code.

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

1. Article 1. Article 1 of Chapter 6 of the Municipal Code is hereby repealed and replaced in its entirety as follows:

ARTICLE 1 – Reserved

2. Article 2. Article 2 of Chapter 6 of the Municipal Code is hereby repealed and replaced in its entirety as follows:

ARTICLE 2 - Business Licenses

Sec. 6-2-10. Purpose.

The purpose of this Article is the regulation and registration of businesses operating within the Town.

Sec. 6-2-20. License required.

Every person shall obtain a license from the Town before operating, conducting or carrying on any business within the Town; provided, however, that nonprofit corporations are hereby exempt from the license requirements set forth in this Article. A separate license for each location of a business is required.

Sec. 6-2-30. Application.

- (a) An application for a business license shall be filed with the Town Clerk. Every applicant shall state under oath or affirmation such facts as may be required for the granting of such license. It is unlawful for any person to make any false statement or misrepresentation in connection with any application for a license.
- (b) The application for every license shall contain:
 - (1) The name of the applicant.

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- (2) The physical and mailing address of the applicant and the local street address where such business is to be carried on, or the address of the principal place of business if other than a local address.
 - (3) A statement as to the type of business, trade, or profession for which the license is requested.
 - (4) A statement that the applicant is aware of the provisions of the Town of Wellington Municipal Code pertaining to the conduct of the business and that such business complies with the same.
 - (5) The calendar year for which the license is requested.
 - (6) The applicant's Colorado sales tax license number, if appropriate.
 - (7) The applicant's Federal Employer I.D. number or Social Security number.
 - (8) Other such information which may be required by the Town to ensure compliance with this Code.
- (c) An application for a business that is considered a Home Occupation under Chapter 15 of this Code shall additionally contain:
- (1) A description of the intended hours of operation when clients or customers are expected to visit the business.
 - (2) A description of the total area of the residence and the total area dedicated to the business use.
 - (3) A statement that the applicant will comply with the specific requirements and restrictions applicable to Home Occupation in the Land Use Code.
- (d) Every application shall be accompanied by the fee established by resolution of the Board of Trustees.

Sec. 6-2-40. Issuance.

- (a) Upon receipt of the application and required fee, and after a determination that the application complies with the applicable provisions of this Code, the Town Clerk shall issue a business license to the applicant.
- (b) The Town Clerk shall notify the applicant, in writing, when an application is denied and, in such notice, shall state the grounds for the denial.

Sec. 6-2-50. Change of Use and Notice of Change.

Changes of location, nature, management, or use are permitted for business licenses issued, provided that such change complies with the requirements of the Town of Wellington Municipal Code. The licensee shall provide written notice to the Town Clerk of any such change within ten (10) days.

Sec. 6-2-60. Carrying or posting license.

The license for a particular business location shall be posted at all times in a conspicuous place at the business. If the business is not operated, conducted, or carried on at a fixed location, then the licensee shall carry the license upon their person when operating, conducting or carrying on any such business.

Sec. 6-2-70. License nontransferable and non-assignable

No license shall be assignable or transferable.

Sec. 6-2-80. Period of license.

All licenses shall expire on December 31st of each year.

Sec. 6-2-90. Probationary Status

- (a) A business license shall be on probationary status:
 - (1) Upon the expiration of the business license if no business license renewal application has been received by the Town Clerk;
 - (2) When any money due the Town has not been paid, including without limitation the failure to pay civil penalties, fines, taxes, impact fees or any other money owed to the Town; or
 - (3) When any activity conducted by the licensee, their employee or agent violates the Town of Wellington Municipal Code in the standard course of business.
- (b) The Town Clerk shall promptly notify a licensee of the probationary status of their business license in writing mailed to the mailing address listed on the licensee's business license application. Such notice shall specify the grounds for the probation and the process for restoration of the license to non-probationary status.
- (c) Failure of a licensee to restore a business license to non-probationary status within thirty (30) days shall result in the revocation of the license pursuant to this Article. The Town Clerk may provide an extension to the Probationary Status upon a showing of good cause.

Sec. 6-2-100. Revocation.

- (a) A business license may be revoked:
 - (1) For failure to timely restore a business license to a non-probationary status pursuant to this Article;
 - (2) When it appears that the license was obtained by fraud, misrepresentation, or false statements within the application;
 - (3) When it appears that the activity conducted pursuant to such license is a public nuisance as defined by this Code or statute, is a danger to the health or safety of the public, or violates the Town of Wellington Municipal Code.
- (b) A business license shall be revoked by administrative action of the Town Clerk. Upon revocation of a license, the Town Clerk shall notify a licensee of the revocation in writing mailed to the mailing address listed on the licensee's business license application. Such notice shall specify the grounds for the revocation, the process for an appeal of the revocation, and the process for restoration of the license.
- (c) A revoked business license may only be restored upon submission of a new business license application, payment of the appropriate fee, and confirmation by appropriate Town staff that the condition or activity that caused the revocation has been corrected.

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- (d) The revocation of any license shall not release or discharge anyone from the payment of taxes, penalty, and interest due and owing to the Town.

Sec. 6-2-110. Appeals.

- (a) A licensee may appeal a denial of a business license application or an administrative revocation of a business license by requesting in writing a hearing before the Town Clerk within twenty one (21) days of the denial or revocation. The Town Clerk, in hearing such an appeal, may consider evidence that the denial or revocation was in error at the time the decision was made.
- (b) A licensee may further appeal the decision of the Town Clerk within seven (7) days of the hearing and decision of the Town Clerk. Such an appeal shall be requested in writing submitted to the Town Administrator and the appeal shall be heard by the Board of Trustees. Such appeal must be in writing with reasons for the appeal so stated. At the time of hearing the appeal, the applicant may submit to the Board of Trustees any material evidence relating to the revocation, and the Board of Trustees shall consider the same, together with the report of the Town Administrator/Clerk, and make a final determination upon the application or revocation.

Sec. 6-2-120. Cease and desist.

If any business is operating without a license, the Town Clerk may issue an order to the business to cease and desist all further operation until a license is issued for the business.

Sec. 6-2-130. Penalty.

Failure to comply with the terms of this Article shall constitute a noncriminal violation of the Town of Wellington Municipal Code. Any person who is found guilty of or pleads guilty or nolo contendere to the violation of any portion of this Article shall be punished in accordance with the provisions of Section 1-4-20 of this Code. Each day that the violation continues shall be considered and held to be a separate and distinct offense.

Sec. 6-2-140. Liability of operator, manager.

The licensing provisions hereof shall apply to the owner of any business; provided, however, that where the owner is a firm or corporation, or where the owner is a nonresident or cannot be found, the operator or manager of such business shall be responsible for obtaining the necessary license and shall be liable for their failure to obtain such license.

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

said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.

4. 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.
5. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted ordinance available for inspection by the public during regular business hours.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 23rd day of January, 2023 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

ARTICLE 1 General Provisions

Sec. 6-1-10. Persons subject to license.

Whenever in this Code or in any code adopted herein by reference, a license is required for the maintenance, operation or conduct of any business or establishment or for doing business or engaging in any activity or occupation, any person shall be subject to the requirement if, by himself or herself or through an agent, employee or partner, the person holds himself or herself forth as being engaged in the business or occupation; so solicits patronage therefor, actively or passively; or performs or attempts to perform any part of such business or occupation in the Town. (Prior code 6.01.01)

Sec. 6-1-20. Definitions.

For the purposes of this Chapter, the following terms, phrases, words and their derivations shall have the meanings given in this Section:

Business means and includes all kinds of vocations, occupations, professions, enterprises and establishments, and all other kinds of activities and matters, together with all devices, machines, vehicles and appurtenances used therein, any of which are conducted for private profit or benefit, either directly or indirectly, on any premises in this Town or anywhere else within its jurisdiction.

Casual sale means an individual, single or incidental transaction which in itself does not constitute the carrying on of business.

License or *licensee*, as used generally in this Chapter, means and includes, respectively, the word permit or permittee, or the holder for any use or period of time of any similar privilege wherever relevant to any provision of this Chapter or any ordinance of the Town.

Premises means and includes all lands, structures and places, and the equipment and appurtenances connected or used therewith in any business, and also any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises. (Prior code 6.01.02; Ord. 11-2007 §1)

Sec. 6-1-30. License required for conduct of business.

It is unlawful for any person, whether as principal, agent, clerk or employee, either for himself or herself or for any other person, to commence or carry on any kind of lawful business, profession, vocation or occupation in the Town without first having procured the necessary license as required by this Chapter from the Town, or without complying with any and all regulations of such business, profession, vocation or occupation contained in this Chapter. (Prior code 6.01.03; Ord. 11-2007 §1)

Sec. 6-1-40. General requirements for license.

Every licensee under this Chapter shall:

- (1) Ascertain and at all times comply with all laws and regulations applicable to the licensed business.
- (2) Avoid all illegal or unlawful practices or conditions which do or may affect the public health, safety, morals or welfare.

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- (3) Refrain from operating the licensed business on the premises after expiration of his or her license and during the period his or her license is revoked or suspended. (Prior code 6.01.04)

Sec. 6-1-50. Exempt activities.

- (a) The provisions of this Chapter shall not be deemed or construed to require the procurement of a license to conduct, manage or carry on any business, occupation or activity, or to require the payment of any license fee from any institution or organization which is conducted, managed or carried on wholly for the benefit of charitable, municipal or public purposes from which profit is not derived, either directly or indirectly, by any person. In addition, a license shall not be required for the conducting of any entertainment, dance, concert, exhibition or lecture on scientific, historical, literary, religious or moral subjects whenever the entire receipts from the same are to be appropriated to, or such projects are conducted under the auspices of, any church, school, government or religious, nonprofit or benevolent organization. A license shall also not be required for the conducting of any entertainment, dance, concert, exhibition or lecture whenever the receipts from the same are to be appropriated for the purposes and objects for which such association or organization was formed and from which profit is not derived, either directly or indirectly, by any person.
- (b) A license shall not be required of any person for any mere delivery in the Town where no intent by such person is shown to exist to evade the provisions of this Chapter.
- (c) No newsperson selling magazines or newspapers on public streets or in public places shall be required to obtain a license.
- (d) A license shall not be required for a casual sale, as defined in Section 6-1-20 of this Chapter.
- (e) A license shall not be required of persons performing professional services within the Town who are licensed by the State, such as physicians, dentists, lawyers, accountants and engineers. (Prior code 6.01.05; Ord. 11-2007 §1)

Sec. 6-1-60. License applications.

The application for every license required by and issued under authority of the Town shall contain the following information stated in writing on a form prescribed by the Town Administrator/Clerk.

- (1) The name of the person desiring such license.
- (2) The residence and mailing address of such applicant, or if such applicant is a firm or corporation, of each individual member of such firm, or of each directing officer of such corporation and its principal place of business.
- (3) The kind of license desired, stating the business, trade or profession to be performed, practiced or carried on.
- (4) The street and mailing address, if any, where such business is to be carried on.
- (5) The year for which such license is sought.
- (6) Any other relevant information required by the terms of the provision pertaining to the particular license sought. (Prior code 6.01.06; Ord. 11-2007 §1)

Sec. 6-1-70. Duties of Town Administrator/Clerk.

- (a) The Town Administrator/Clerk shall collect all license fees and issue licenses in the name of the Town to all persons qualified under the provisions of this Chapter, and shall perform the following duties:

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- (1) Promulgate and enforce all reasonable rules and regulations necessary to the operation and enforcement of this Chapter.
 - (2) Adopt all forms and prescribe the information to be given in such forms as to character and other relevant matter for all necessary papers.
 - (3) Require applicants to submit to affidavits and oaths necessary to the administration of this Chapter.
 - (4) Submit all applications in a proper case to interested Town officials for their endorsements on such applications as to compliance by the applicant with all Town regulations which such officials have the duty of enforcing.
 - (5) Investigate and determine the eligibility of any applicant for a license as required.
 - (6) Notify any applicant of the acceptance or rejection of his or her application and, upon refusal of any license or permit, at the applicant's request, state in writing the reasons for such refusal and deliver them to the applicant.
- (b) The Town Administrator/Clerk shall keep all information furnished or secured under the authority of this Chapter in strict confidence. The information shall not be subject to public inspection and shall be kept so that the contents shall not become known except to the person charged with the administration of this Chapter. (Prior code 6.01.07; Ord. 11-2007 §1)

Sec. 6-1-80. Investigations.

- (a) Upon receipt of an application for a license or permit where any provision of this Code or any secondary code adopted by this Code, necessitates an inspection or investigation before the issuance of such permit or license, the Town Administrator/Clerk shall refer the application to the proper officer, board or commission for making such investigation within forty-eight (48) hours of the time of receipt of such application. The officer, board or commission charged with the duty of making the investigation or inspection, favorable or otherwise, within ten (10) days after receiving the application or a copy thereof, shall conduct such investigation. Failure to comply with the time limits set forth herein shall not impair the validity of any action taken.
- (b) The Town Administrator/Clerk may, in his or her discretion, make or cause to be made an inspection in regard to licenses connected with the care and handling of food, the prevention of nuisances and the spread of disease for the protection of health. The Building Inspector shall make or cause to be made any inspections relative to the construction of buildings or other structures. All other investigations, except where otherwise specifically provided, shall be made by a law enforcement officer or by another officer designated by the Town Administrator/Clerk. (Prior code 6.01.08; Ord. 11-2007 §1)

Sec. 6-1-90. Compliance with building and zoning regulations.

No license shall be issued for the conduct of any business, and no permit shall be issued for anything or act if the premises and building to be used for the purpose do not fully comply with the requirements of this Code and any secondary code adopted by this Code. No license or permit shall be issued for the conduct of any business or the performance of any act which would involve a violation of the zoning regulations of the Town. (Prior code 6.01.09; Ord. 11-2007 §1)

Sec. 6-1-100. Inspections.

- (a) Whenever inspections of the premises used for or in connection with the operation of a licensed business or occupation are provided for or required by this Code or any secondary code adopted herein, or are reasonably necessary to secure compliance with any provision of this Code or any such secondary code or to

detect violations thereof, it shall be the duty of the licensee, or the person in charge of the premises to be inspected, to admit thereto for the purpose of making the inspection any officer or employee of the Town who is authorized or directed to make such inspection at any reasonable time that admission is requested. It is unlawful for such person to fail or refuse to admit such officer or employee for such purpose.

- (b) Whenever an analysis of any commodity or material is reasonably necessary to secure conformance with any provision of this Code or any secondary code adopted herein or to detect violations thereof, it shall be the duty of the licensee in the Town whose business is governed by such provision to give to any authorized officer or employee of the Town requesting the same sufficient samples of such material or commodity for such analysis upon request. It is unlawful for such licensee to fail or refuse to give such samples to such officer or employee.
- (c) Conviction of a violation of any provision of this Section shall automatically forfeit and revoke any license issued under this Chapter; provided that there shall be no violation of this Chapter unless written demand is made upon the licensee or person in charge of the premises in the name of the Town stating that such inspection or sample is desired at the time it is sought to make the inspection of or obtain the sample. (Prior code 6.01.10; Ord. 11-2007 §1)

Sec. 6-1-110. Term and fee proration.

In the absence of any specific provision to the contrary, all licenses shall be issued on a calendar year basis, and they shall expire with the calendar year for which they are issued; provided, however, that issuance and expiration of all classes of liquor licenses and all fermented malt beverage licenses shall be according to the laws of the State. In the absence of any specific provision to the contrary, for an applicant who has not engaged in the business until after the expiration of part of the current license year, fees may be prorated on a quarterly basis, with the applicant responsible for the entire fee for the quarter in which the application is made and each succeeding quarter up to and including the final quarter of the calendar year of the initial application. (Prior code 6.01.11)

Sec. 6-1-120. Issuance.

Upon the receipt of the application containing the information set forth in the preceding Section, proof that the annual fee therefor has been paid in advance, the execution and delivery of any bond or insurance that may be required, the approval of the application for license where the license is required and the fulfillment of all other specific requirements relating to the issuance of the particular license, the Town Administrator/Clerk shall issue and deliver to the applicant the license requested. (Prior code 6.01.12)

Sec. 6-1-130. Appeal of license denial.

- (a) If an application for a license is denied by the Town Administrator/Clerk, the applicant may appeal such denial to the Town Administrator/Clerk. In authorizing the issuance of a license hereunder, the Town Administrator/Clerk may specify conditions, including hours of operation or manner of operation, which are intended to ensure that the place of business will not be unduly annoying to any residential areas in the vicinity. The Town Administrator/Clerk may deny the application the Town Administrator/Clerk determines that such business in the location requested will unreasonably disrupt the peace and quiet of any residential neighborhood in the Town.
- (b) In the event that any application for a license hereunder is denied by the Town Administrator/Clerk or if the Town Administrator/Clerk will issue the license only upon conditions which are not acceptable to the applicant, the applicant may appeal the decision of the Town Administrator/Clerk to the Board of Trustees, provided that notice of such appeal is filed at least ten (10) days before the meeting of the Board of Trustees at which the applicant requests that the appeal be heard. Such appeal must be in writing with reasons for the

appeal so stated. At the time of hearing the appeal, the applicant may submit to the Board of Trustees any material evidence relating to the application, and the Board of Trustees shall consider the same, together with the report of the Town Administrator/Clerk, and make a final determination upon the application. (Prior code 6.01.13; Ord. 11-2007 §1)

Sec. 6-1-140. Records posting, exhibition.

The Town Administrator/Clerk shall keep a record of all licenses issued, setting forth the name of every licensee, the place of business licensed, if any, and the kind of license issued. Every license for a business to be conducted at a particular street address shall be posted in a prominent place during the period such license is valid. It shall be the duty of each and every person to whom a license has been issued by the Town to exhibit the same upon the request of any law enforcement officer, inspector or other officer of the Town. (Prior code 6.01.14)

Sec. 6-1-150. Notice of change.

The location or nature of any licensed business or occupation or of any permitted act may be changed, provided that ten (10) days' notice of such change is given to the Town Administrator/Clerk, in the absence of any provision to the contrary, and provided that the building and zoning requirements of this Code and any secondary code adopted herein are complied with. (Prior code 6.01.15)

Sec. 6-1-160. Transfers.

No license may be transferred from one (1) person to another, or from one (1) place to another, except where permitted by state law or the provisions of this Code relating to the particular license, and then only by the Town Administrator/Clerk after written application therefor and the payment of a fee established by resolution by the Board of Trustees to offset the Town's costs for the transfer of such license. (Prior code 6.01.16; Ord. 11-2007 §1)

Sec. 6-1-170. Renewals.

Any licensee may make application for a new license for the succeeding year and pay the required fee therefore, on or before the expiration date of any license issued to the licensee for the current year. Whenever any application and license fee payment therefore is not received on or before February 1st for the current year, and the licensee continues to engage in business or activity for which the license was issued, a penalty of ten percent (10%) of the amount of the license fee shall be imposed and collected and an additional five percent (5%) of the original fee shall be added on the last day of each calendar month after the expiration date. In addition to the above penalty provision, it is unlawful for a licensee to continue to engage in any business or activity after his or her license therefore has expired. (Prior code 6.01.17)

(Ord. No. 2-2012 , § 1, 2-14-12)

Sec. 6-1-180. Revocation.

The Board of Trustees may, upon seven (7) days' written notice to a licensee stating the contemplated action and in general the grounds therefor, and after a reasonable opportunity to be heard, revoke any license issued by the Town if it finds that:

- (1) The licensee has failed to pay the annual license fee;
- (2) The licensee has failed to file any reports or furnish any other information that may be required by the provisions relating to the specific license;

-
- (3) The licensee has violated any of the terms of the provisions pertaining to his or her license or any regulation or order lawfully made relating thereto; or
 - (4) Any fact or condition exists which, if it had existed or had been known to exist at the time of the application for such license, would have warranted the refusal of the issuance of such license. (Prior code 6.01.18)

Sec. 6-1-190. Return of fees.

Upon refusal of any license, the fee therefor paid in advance shall be returned to the applicant. In the event that any license is revoked, all moneys paid therefor shall be and remain the moneys of the Town and no refund shall be made to any licensee. (Prior code 6.01.19)

Sec. 6-1-200. Legal action for failure to pay fee.

The amount of any license fee imposed by this Chapter shall be deemed a debt to the Town, and any person carrying on any lawful business in the Town without having the necessary license from the Town to do so shall be subject to an action in the name of the Town in any court of competent jurisdiction for the collection of the amount of license fee imposed on such business. (Prior code 6.01.20)

Sec. 6-1-210. Conviction not exemption from fee payment.

The conviction and punishment of any person for transacting any business without the necessary license shall not excuse or exempt such person from the payment of such license fee due or unpaid at the time of such conviction. Nothing in this Section shall prevent a criminal prosecution for any violation of the provisions of this Chapter. (Prior code 6.01.21)

Sec. 6-1-220. Each day of violation separate offense.

The carrying on of any business, profession, vocation or occupation as provided in this Chapter, without first having procured the necessary license from the Town to do so, or without complying with any and all regulations of such business, profession, vocation or occupation contained in this Chapter, shall be deemed a separate violation of this Chapter for each and every day that such business, profession, vocation or occupation is carried on. (Prior code 6.01.22)

ARTICLE 2 Business Licenses

Division 1 Generally

Sec. 6-2-10. Purpose.

The purpose of this Article shall be to require the licensing and regulation of all business activities and enterprises conducted within the Town, except as exempted from this Chapter, and to provide the Town with necessary information concerning the business activities within the Town, including the nature of the business operation, the place of business and such other information relating to businesses and professions operating within the Town in order to protect the health, welfare and safety of its inhabitants. (Prior code 6.02.01)

Sec. 6-2-20. License required.

It is unlawful to carry on or engage in any business, profession or occupation within the Town, which business, profession or occupation consists in the selling of goods, wares or merchandise, or the performing or rendering of service, for charge, except as exempted from this Chapter, without first having obtained a license for each such business, profession or occupation so carried on or engaged in. (Prior code 6.02.02)

Sec. 6-2-30. Fee designated; term.

- (a) The license fee for the license required by this Article shall be an amount established by resolution by the Board of Trustees to offset the Town's costs, and shall be paid to the Town Administrator/Clerk on or before February 1st of each and every year.
- (b) The license required by this Article is for the privilege of pursuing the business, profession, vocation or occupation until the next succeeding February 1st for the following year. (Prior code 6.02.03; Ord. 19-1995 §1; Ord. 11-2007 §1)

(Ord. No. 2-2012 , § 2, 2-14-12)

Sec. 6-2-40. Separate license for separate locations.

A separate license must be obtained for each branch, establishment or separate place of business in which the business is carried on, without payment of any additional fee. (Prior code 6.02.04)

Sec. 6-2-50. Liability of operator, manager.

The licensing provisions hereof shall apply to the owner of any business; provided, however, that where the owner is a firm or corporation, or where the owner is a nonresident or cannot be found, the operator or manager of such business shall be responsible for obtaining the necessary license and shall be liable for his or her failure to obtain such license. (Prior code 6.02.05)

Sec. 6-2-75. Town Clerk.

The Town Administrator may delegate duties imposed on the Town Administrator (Town Administrator/Clerk) by this Chapter 6, Article 2, related to license applications, collection of license fees and record keeping to the Town Clerk.

(Ord. No. 09-2020 , § 1, 7-18-20, eff. 8-1-20)

Division 2 Sales and Use Tax Licenses

Sec. 6-2-110. License required.

Except as specifically allowed herein, it is unlawful for any person to engage in the business of selling tangible personal property at retail, or to furnish certain services as herein specified, without first having obtained a license therefor. Such license shall be granted and issued by the Town Administrator/Clerk and shall be in force and effect until December 31 of the year in which it is issued, unless sooner revoked. (Prior code 3.06.03; Ord. 11-2007 §1)

Sec. 6-2-120. Application for license.

Such license shall be granted or renewed only upon application, on a form provided by the Town, stating the name and address of the person desiring such a license, the name and location of such business, and such other facts as the Town Administrator/Clerk may require. (Prior code 3.06.03; Ord. 11-2007 §1)

Sec. 6-2-130. Renewal of license.

It shall be the duty of each licensee on or before January 1 of each year to obtain a renewal of the license if the licensee remains in the retail business or liable to account for the sales or use tax imposed by this Code; however, nothing herein contained shall be construed to empower the Town Administrator/Clerk to refuse such renewal except revocation for cause of the licensee's prior license. (Prior code 3.06.03; Ord. 11-2007 §1)

Sec. 6-2-140. Multiple locations.

In case business is transacted at two (2) or more separate premises by one (1) person, a separate license for each place of business shall be required. (Prior code 3.06.03)

Sec. 6-2-150. Posting of license.

Each license shall be numbered and shall show the name, residence, place and character or business of the licensee, and shall be posted in a conspicuous place in the place of business for which it is issued. No license shall be transferable. (Prior code 3.06.03)

Sec. 6-2-160. Commodities exempt.

No license shall be required for any person engaged exclusively in the business of selling commodities or providing services which are exempt from taxation under Chapter 4 of this Code. (Prior code 3.06.03; Ord. 11-2007 §1)

Sec. 6-2-170. License fee.

The annual fee for such license or renewal shall be an amount established by resolution by the Board of Trustees to offset the Town's costs, which shall accompany the application for license or renewal. (Prior code 3.06.03; Ord. 11-2007 §1)

Sec. 6-2-180. Revocation.

Any license may be revoked for cause as provided in Section 39-26-103, C.R.S., which provision is incorporated herein by this reference. (Prior code 3.06.03)

Board of Trustees Meeting

Date: January 23, 2024
Subject: 2023 Building Activity Summary

BACKGROUND / DISCUSSION

A summary report of building permit activities and valuations from 2023 is attached. The report includes comparisons of annual totals for years 2021 to 2023.

STAFF RECOMMENDATION

ATTACHMENTS

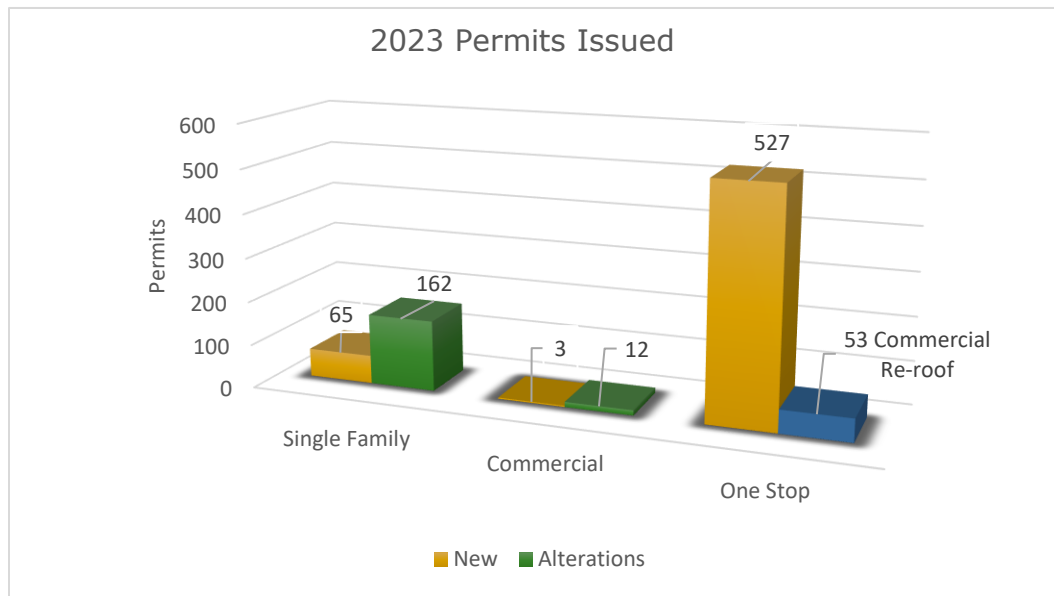
1. 2023 Building Activity Summary



Building Department Activity 2023 Year End Report

2023 Total Building Permit Activity

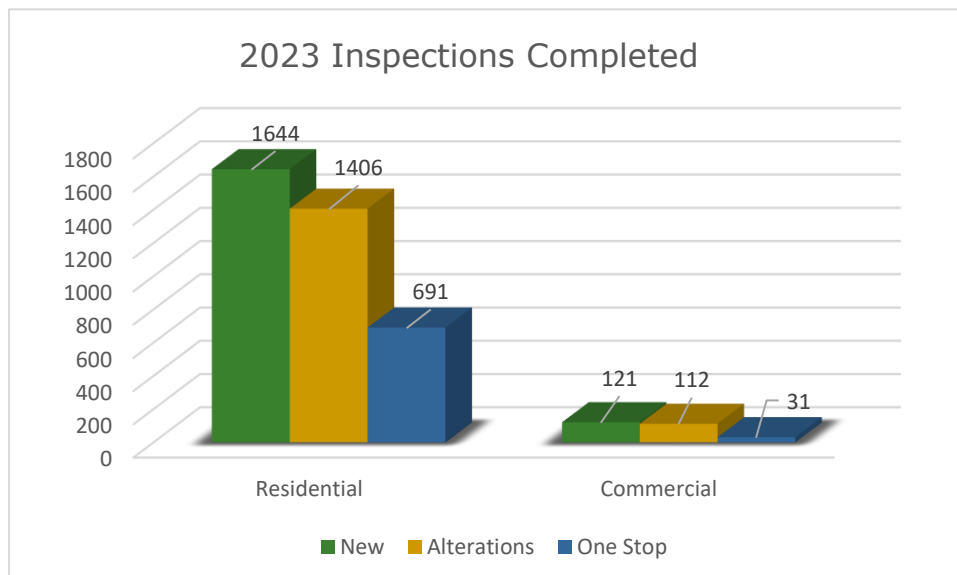
- Total Permits Issued – 856



Alterations Example: Basement Finish, Expansions, Remodels & PV Systems
One Stop Example: Re-Roof, Water Heater, Furnace, Windows & Siding

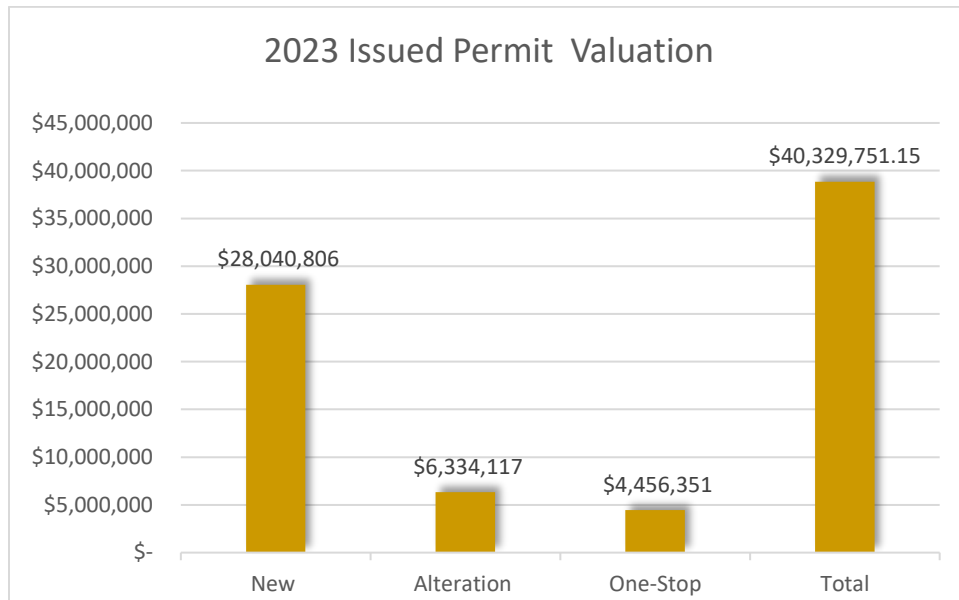
2023 Building Inspections Activity

- Total Inspections Performed – 4,015



2023 Permit Valuations

- Total Valuation of all Permits - \$40,329,751.15
- Residential Valuation - \$29,557,038 (not including residential miscellaneous)
- Commercial Valuation - \$5,946,545.44 (not including commercial miscellaneous)



2023 Building Highlights

Commercial Businesses Expansions

- (4) Commercial Expansions: High West Storage, AWC Frac Technology, Advance Tank and Alvarium Learning Center.
- Valuation \$3,160,418.90

New Businesses & New Construction

- (3) New Businesses: Streamline Crane, Wellington Business Center Lot 4 and Smokin' Cowboy
- Valuation \$3,890,575.54

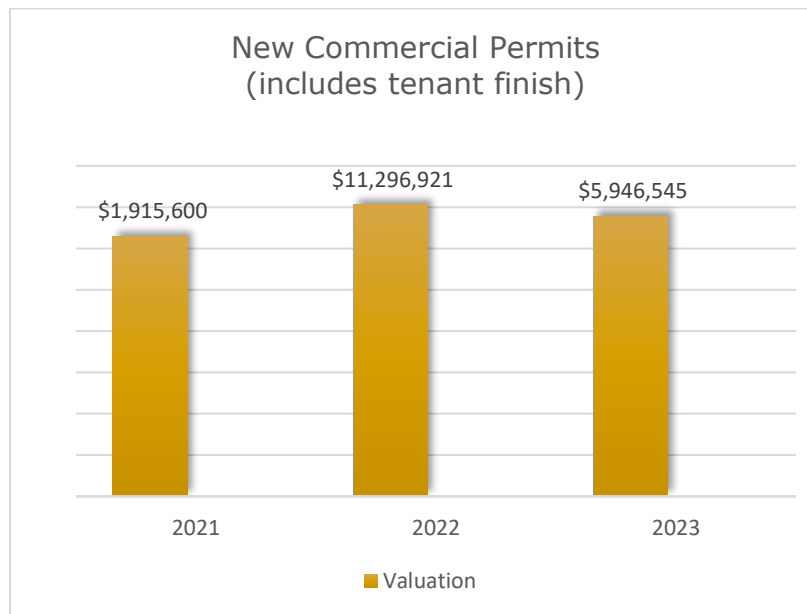
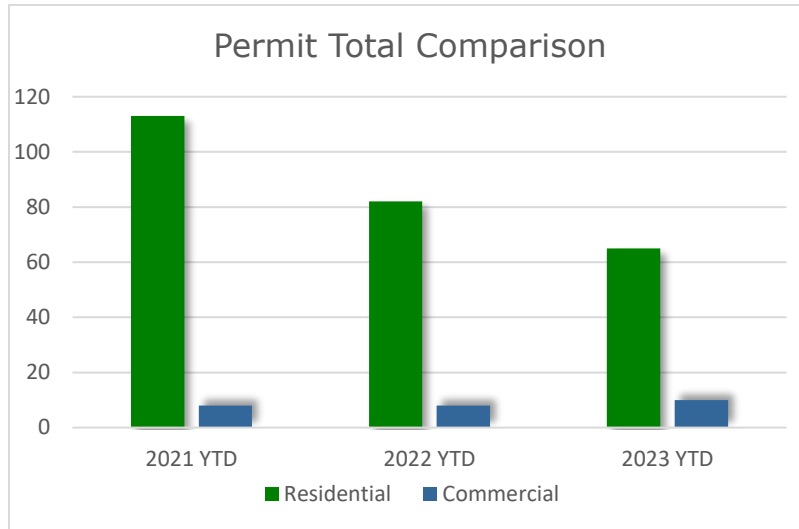
Contractor Licenses

- Registered 409 Contractors with the Town in 2023.



Annual Comparisons

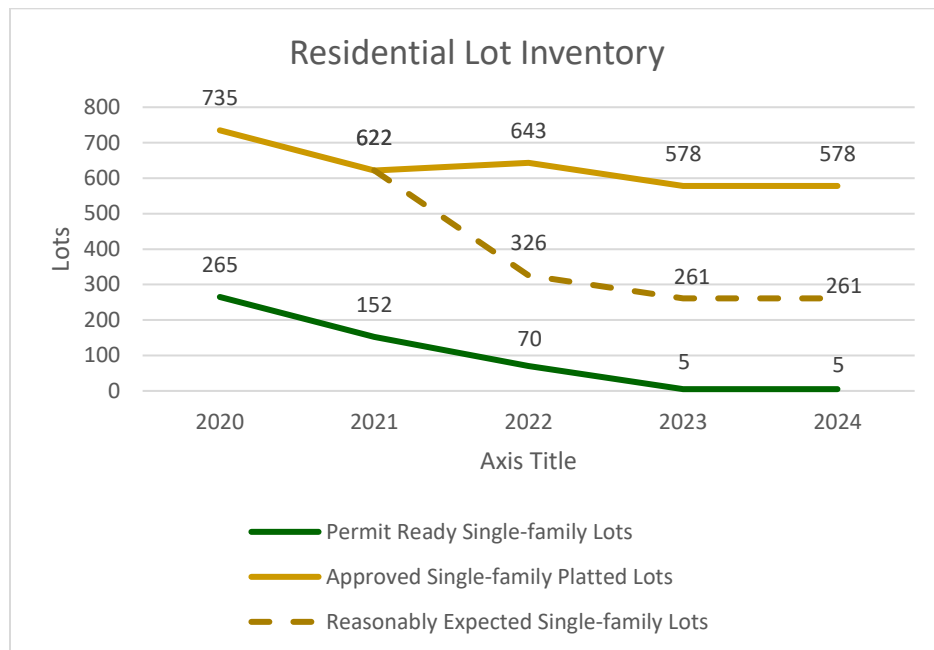
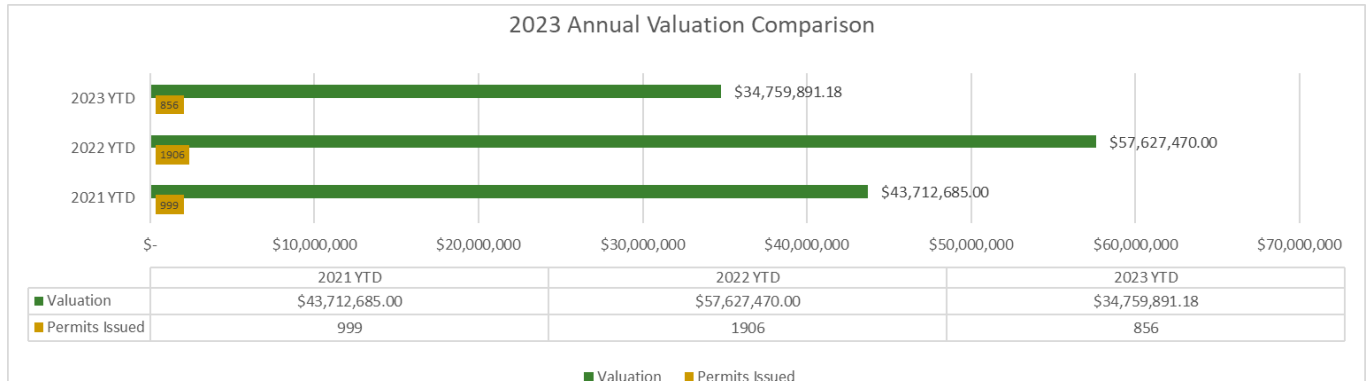
- New Commercial includes new construction and tenant finishes but does not include alterations or remodels.



- 2023 (7) new commercial valuations includes \$2,412,650.44 for 8780 Bonfire Drive (High West Storage buildings, H, G, I, M, P) and 8761 Bonfire Drive (Streamline.)
- 2023 (3) new commercial shell valuations includes \$3,533,895.00 for 8775 Bonfire Drive (High West Storage), 8780 Bonfire Drive (building F) (AWC Frac T), and 6599 Buttercup Drive (Wellington Business Center Lot 4.)



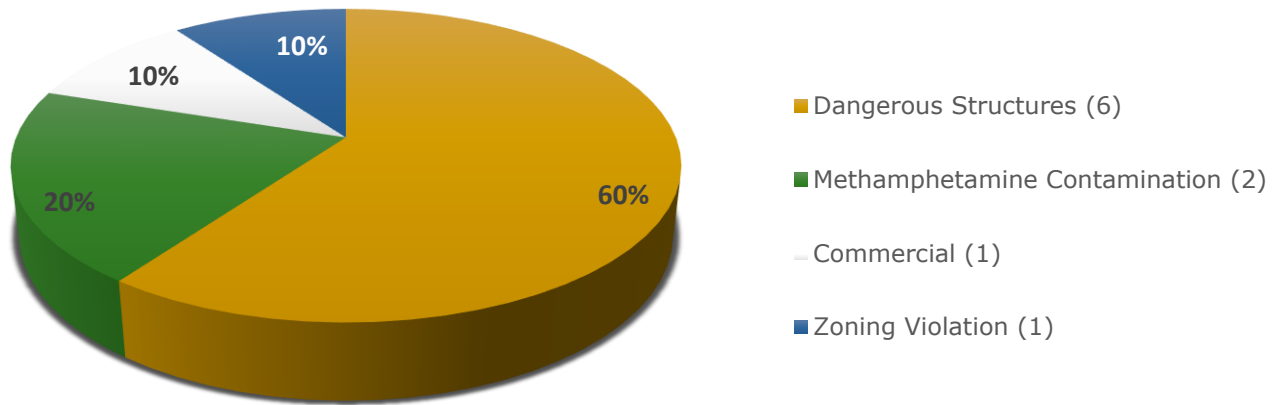
Annual Total Valuation Comparison



- Approved Single-family Platted Lots that may not have street, water, sewer, or other infrastructure installed.
- Permit Ready Single-family Lots have infrastructure installed and ready to issue a building permit.

2023 Building Safety Cases

Building Safety 2023



Case Type	Resolved	In Progress
Dangerous Structures	1	5
Methamphetamine Contamination/ Assist with LC Health Department	1	1
Zoning Violation	1	0
Commercial	0	1

2023 Neighborhood Services Activity

2023 Neighborhood Services January 1 st - December 31 st		
Violations	Case Type	Percent
245	Weeds Nuisance	49.29 %
35	Barking Dogs	7.04 %
63	Rec. Vehicle Parking	12.67 %
150	Misc. Other	30.18 %

Additional Highlights: Successfully acquired new software for full time case management, record retention and data tracking as of August 2023.

Board of Trustees Meeting

Date: January 23, 2024
Subject: Monthly Utility Report through December 2023

BACKGROUND / DISCUSSION

The Monthly Utility Report for the period ending 12/31/2023 is provided.

STAFF RECOMMENDATION

ATTACHMENTS

1. 2024-01-01 Monthly Utility Report



Wellington Water and Wastewater Utilities

Monthly Production and Operational Summary Report

As of January 1, 2024

November Production Summary

- Water
 - Total December monthly volumetric production to meet demand was 19 million gallons (MG), which is about average for December production.
 - The Conventional Plant produced 19 MG.
 - The Nanofiltration Plant only ran for one day this month to exercise the wells and clean the system then was taken back offline.
 - Please see the attached charts for various additional data related to drinking water production.
- Wastewater
 - December Summary
 - The total influent volume for December was approximately 17.3 MG, which is about average for the last 5 years.
 - Hydraulic loading was at 0.56 million gallons per day (MGD). This hydraulic loading represents 62% of the maximum permitted hydraulic capacity.
 - Organic loading was 1,760 pounds of BOD, which is the third highest total for the last 5 years. This represents 67% of the maximum permitted organic capacity.
 - Please see the attached charts for various additional data related to water reclamation production.

December Operational Summary

- Water Treatment Plants
 - Conventional Plant
 - The Water Treatment Plant continues to operate with only the 1MG tank. The 2MG tank is expected to be returned to service sometime in late January or early February.
 - There were multiple turbidity spikes from the Combined Filter Effluent (CFE) turbidity meter throughout the month. Operators developed Standard Operating Procedures for running bench tops tests during the spikes as requested by CDPHE. It was determined that the spikes were due to air bubbles in the sample line. The CFE sample line plumbing was completely replaced along with a nonfunctioning air release valve. In early January a bubble trap was installed along the CFE sample line. Operators continue to monitor the turbidity meter for spikes along with the sample line for air bubbles.
 - Nanofiltration Plant
 - As previously mentioned, the Nanofiltration plant was brought online for about 2 days to exercise the wells, pumps and clean the system.
- Water Reclamation Facility
 - Operators continue to coordinate with the expansion project contractor daily. Numerous sequencing and coordination issues are resolved on a daily or hourly basis.



Wellington Water Treatment Plant Expansion Project

Project Status Summary Report

As of January 1, 2024

Schedule Update

- The contractor has requested eleven (11) weather days to date. The project schedule has been adjusted to account for delays related to the engineering design review, regulatory review, procurement, and installation of the Filter to Waste (FTW) manhole and consequently the construction of the Backwash to Waste ponds. The final completion date has been moved back four days to August 2nd, 2024. Material and equipment procurement continues to be the biggest threat to the project schedule. Milestone dates are as follows:
 - Notice to Proceed May 11, 2022
 - Substantial Completion May 14, 2024
 - Final Completion August 2, 2024
 - Days remaining to Final Completion 148 days.

Construction Update

- Work completed or in progress listed under each structure.
 - Site Work
 - Maintained SWMP BMPs.
 - Continued installation of the chemical containment piping
 - Started the installation of the back wash waste (BWW) vault and wet well.
 - Continued to excavate and install the 30 Ozonated water line.
 - Treatment Building
 - Completed installation of the metal building and windows
 - Continued install of plumbing, HVAC, and electrical systems
 - Started framing and drywall install.
 - Installed additional electrical/equipment pads.
 - Installed flocculator motors and paddles.
 - Ozone Building
 - Install electrical including lighting and devices
 - Installed HVAC in the upper and lower areas.
 - Paint touch up on columns and rafters.
 - Doors installed.
 - Equipment crane installation
 - Chemical Building
 - Continued installation of mechanical, electrical and plumbing systems
 - Continued HVAC installation
 - Chemical piping and pump installation
 - Stairs, landing and ladder install
 - Doors installed.
 - Began installation of chemical piping and pump systems
 - Pre-Treatment Building
 - No work
 - Construction team continues to work through design and material submittals requiring approval from the design engineer and Town Project Managers prior to construction.



- Concrete, backfill, compaction testing, welding, and bolt inspections by CTL Thompson as needed.
- Safebuilt has been performing construction inspection on electrical and plumbing components as needed.
- Issues
 - Material availability and long lead times for equipment are currently the biggest issues the project team is dealing with.
 - The Project team is currently tracking delays associated with the FTW Pre-Cast vault from the pre-cast supplier, which is on the critical path for the project construction schedule.
 - AIS waiver received for non-AIS compliant materials that are otherwise not available.
 - Extensive coordination has occurred with the Tank Coating project subcontractor as that project has fully kicked off with the 2MG tank out of service and currently undergoing an interior sand blasting.

Contingency Update

- Contractor Contingency Actions
 - No contractor contingency items this month.
 - Contractor contingency has \$663,328.00 remaining, which is 44% of the original contingency.
- Town Contingency Actions
 - Electrical Ductbank Stain Credit
 - A credit to the owner's contingency of \$13,960.00 was received for the elimination of the red concrete dye called for use in the electrical duct banks. In lieu of the colored concrete a red colored chalk will be placed on top of the concrete electrical duct banks.
 - Hard Rock Excavation – FE, BWB, and BWS
 - Hard Rock excavation was required to install the 6" RCY waterline outside the new Treatment Building. At the time of the GMP it was assumed all excavation could be completed with the 350 Excavator. Total cost to owner contingency was \$3,851.00
 - Owner contingency currently has \$1.313 million remaining, which is 87% of the original contingency.



Wellington Water Reclamation Facility Expansion Project

Project Status Summary Report

As of October 1, 2023

Schedule Update

- Project is currently on schedule for Final Completion on October 30, 2024. There have been twelve (12) weather days tracked to date. Material and equipment procurement continues to be the biggest threat to the project schedule. Milestone dates are as follows:
 - Notice to Proceed April 19, 2022
 - Substantial Completion August 1, 2024
 - Final Completion October 30, 2024
 - Days remaining to Final Completion 205 days

Construction Update

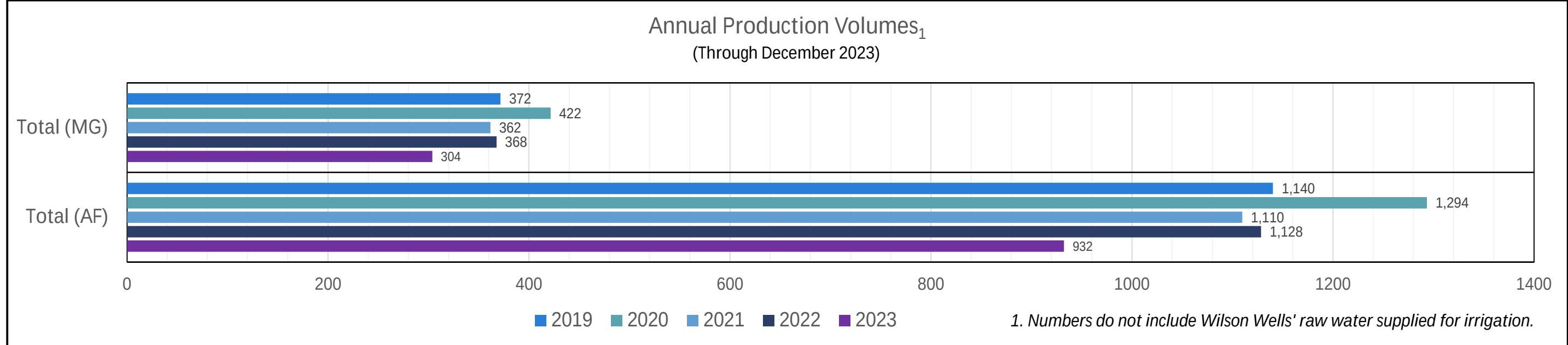
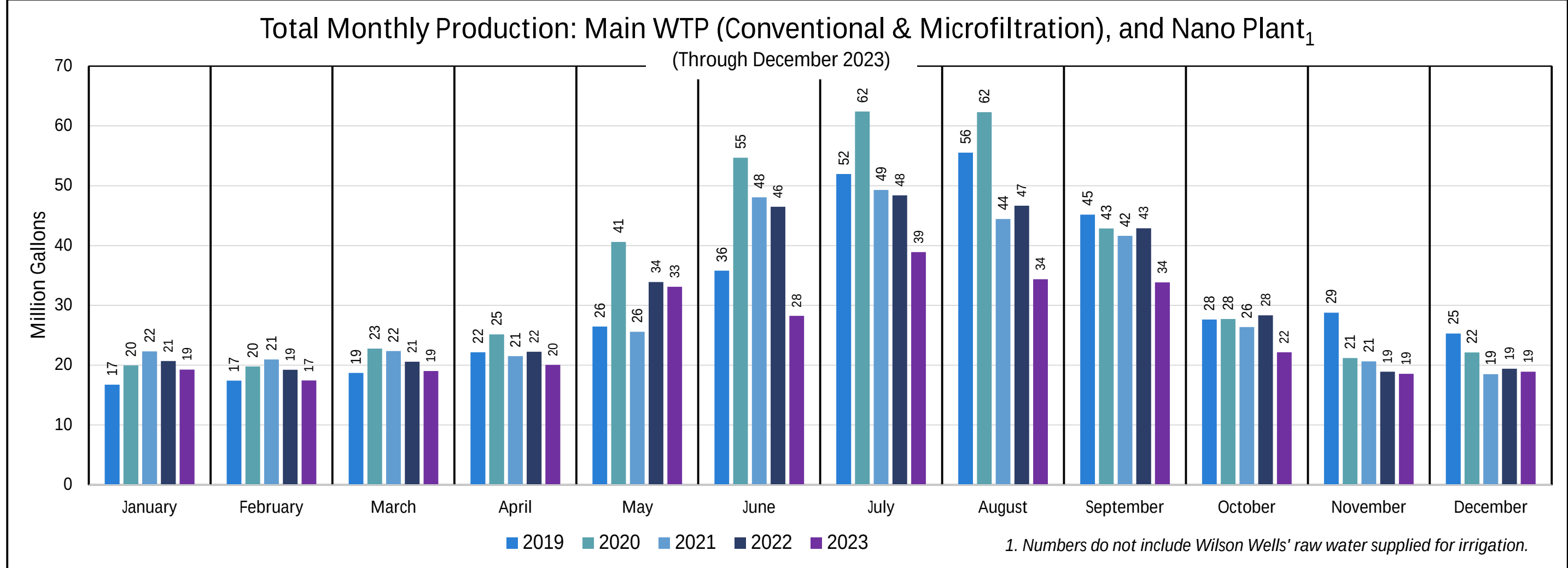
- Work completed or in progress listed under each structure:
 - Site Work
 - Installation of the 4" DS from Digester 5 to Digester 2
 - Installation of various equipment pads
 - Started work on the effluent tie in box
 - Installed various HVAC pads
 - Worked on duct banks
 - Backfill throughout site.
 - Step Feed Aeration Basin
 - Continued installation of the aeration mixing grids
 - Influent Pump Station
 - No work
 - Secondary Clarifiers
 - No work
 - Step Feed Process Building
 - Interior framing continued
 - Started drywall installation
 - Installation of HVAC.
 - Orbal Reactor
 - Poured stair landing pad.
 - Digester 5 & 6
 - Minimal work
 - UV Digester Blower Building
 - Completed installation of the metal building.
 - Installed overhead doors.
 - Administration Building
 - Above ceiling duct work started
 - Installed windows and doors
 - Started drywall installation
 - Headworks Building
 - Installed windows
 - HVAC Installation
 - Continued installation of plumbing and electrical

- Concrete, backfill, compaction testing, welding, and bolt inspections by CTL Thompson as needed.
 - Electrical and plumbing inspections by Safebuilt as needed.
 - Xcel Energy and their contractors have started installation of the new electrical service for the plant. These contractors can be seen operating outside the WRF fence within the 30ft utility easement along the access drive to the site. This work is being performed under the direction of Xcel Energy and their contractors.
- **Issues**
 - The Colorado Water Conservation Board (CWCB) notified the Town of potential changes to the Boxelder Creek Floodplain in August. The changes are being made as part of the Larimer County Physical Map Revision (PMR). Town staff is monitoring the proposed changes as changes to the 100-year Base Flood Elevations have the potential to impact the facilities and hydraulic design of the proposed WRF processes. This issue is still outstanding, and the team has been working diligently with CWCB to get a final resolution to the floodplain however, no new information has been provided over the last couple months.

Contingency Update

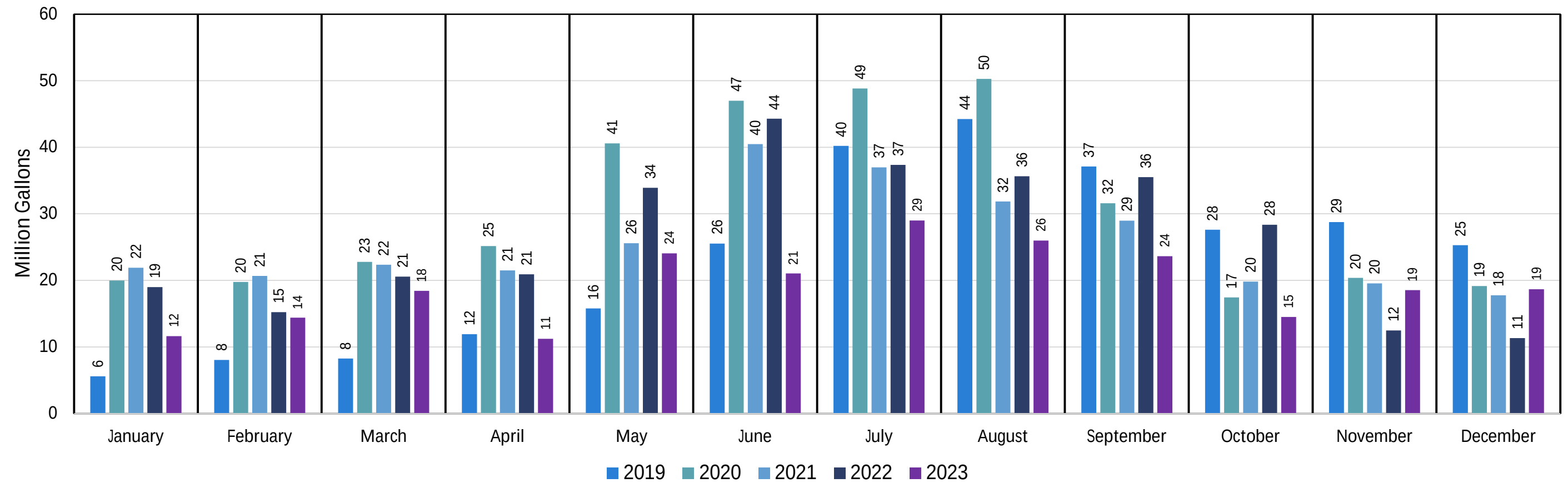
- **Contractor Contingency**
 - No contractor contingency items this month.
 - Contractor contingency currently has \$1.69 million remaining or is at 78% remaining.
- **Town Contingency**
 - No owner contingency items this month.
 - Owner contingency currently has \$991,145 remaining, which is 46% of the original contingency.

Town of Wellington Water Treatment

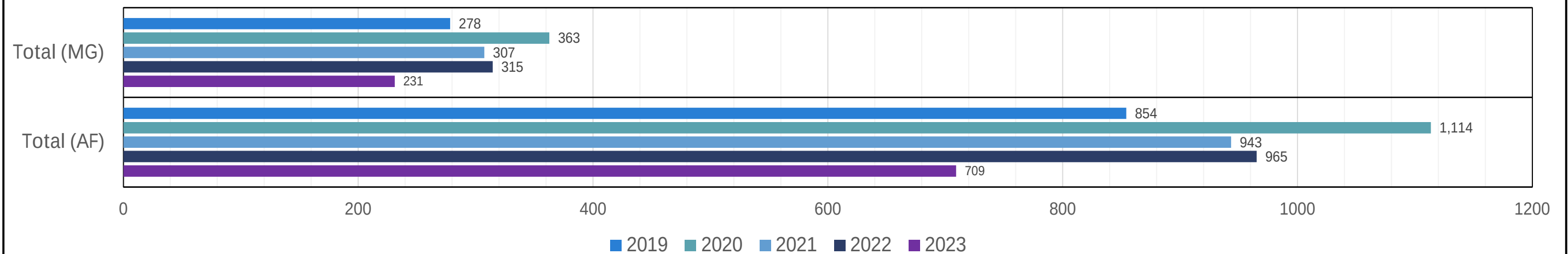


Town of Wellington Water Treatment

Monthly Production: Main WTP (Conventional & Microfiltration)
(Through December 2023)

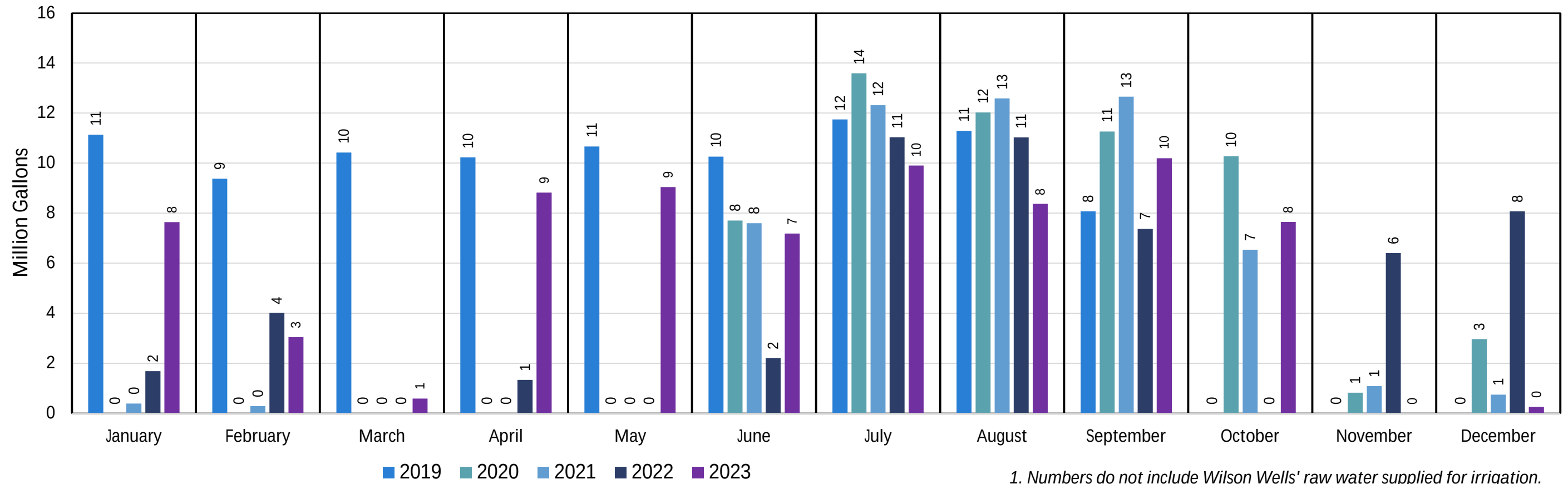


Annual Production Volumes
(Through December 2023)

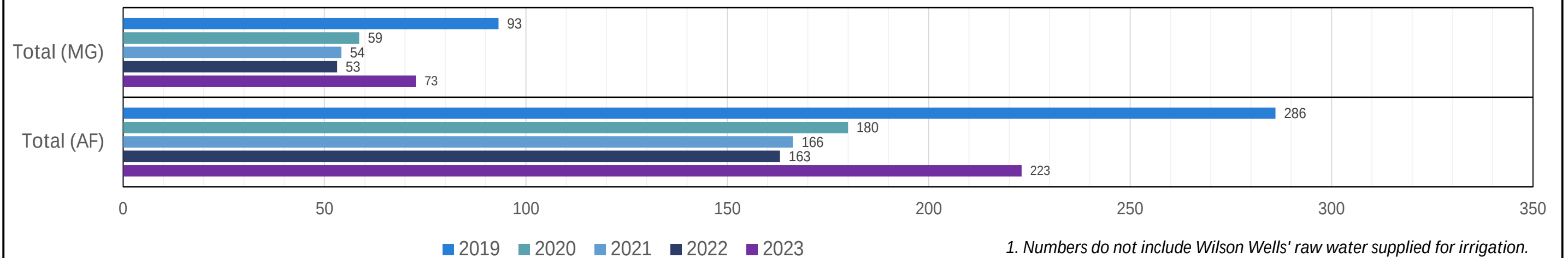


Town of Wellington Water Treatment

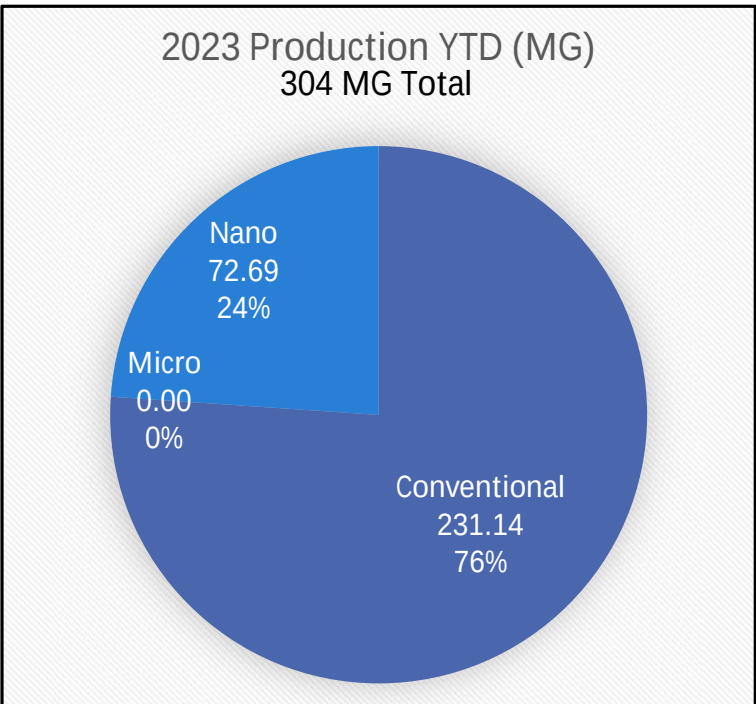
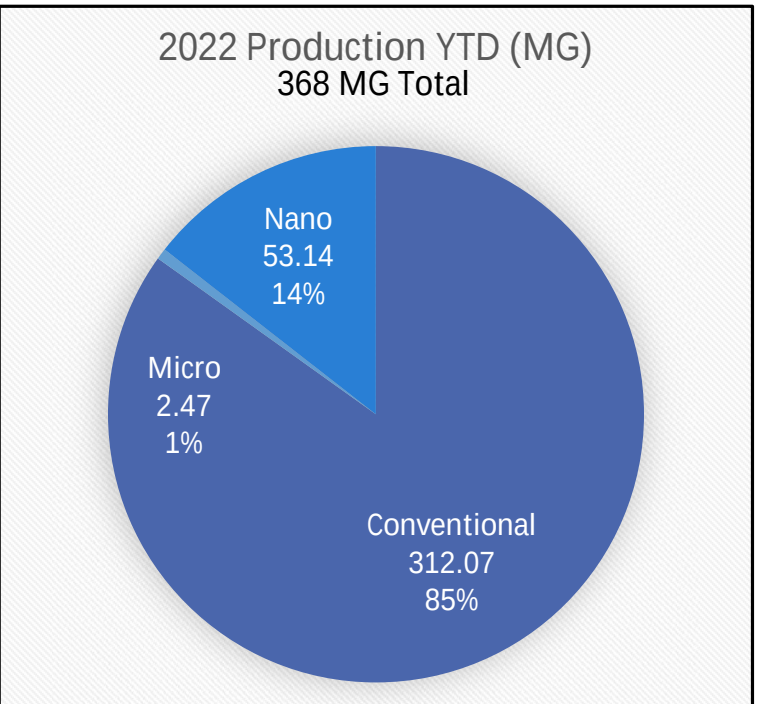
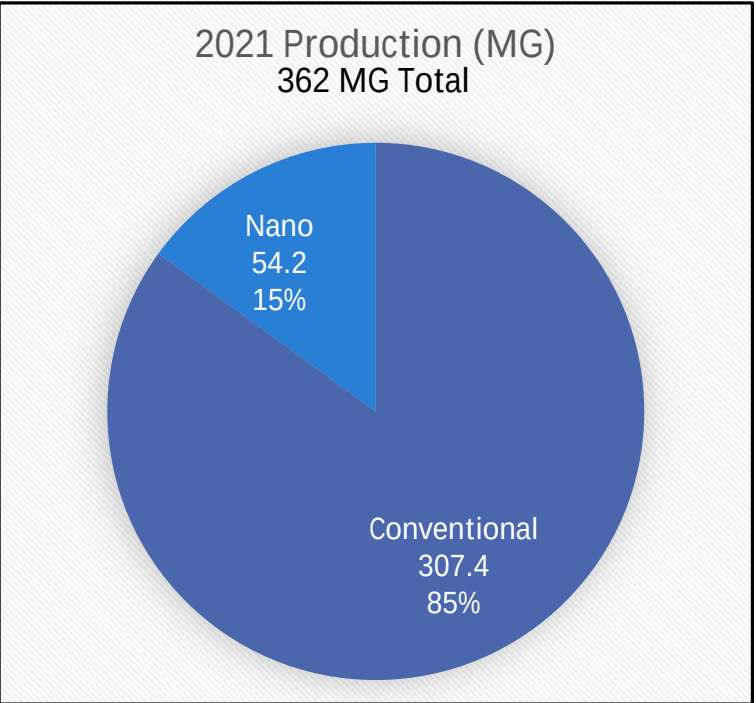
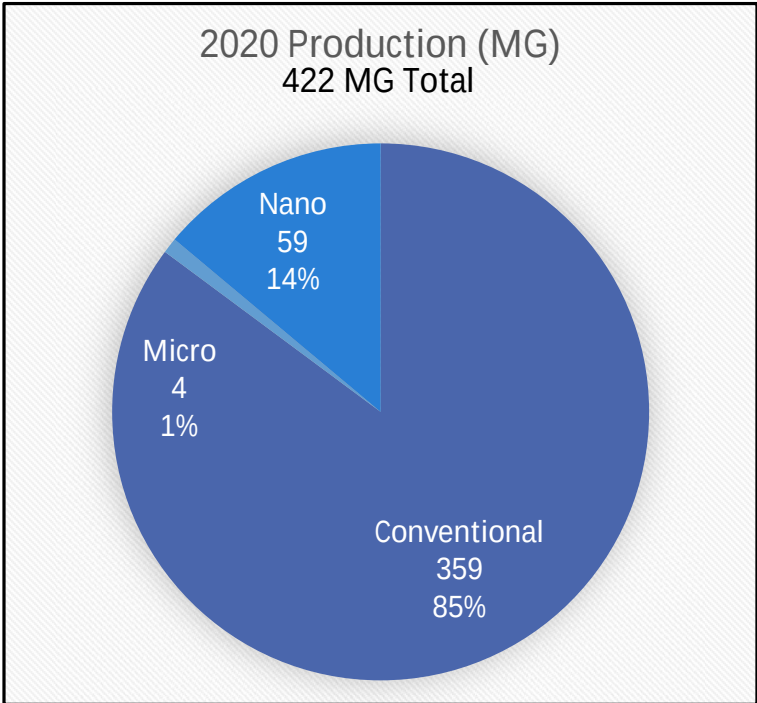
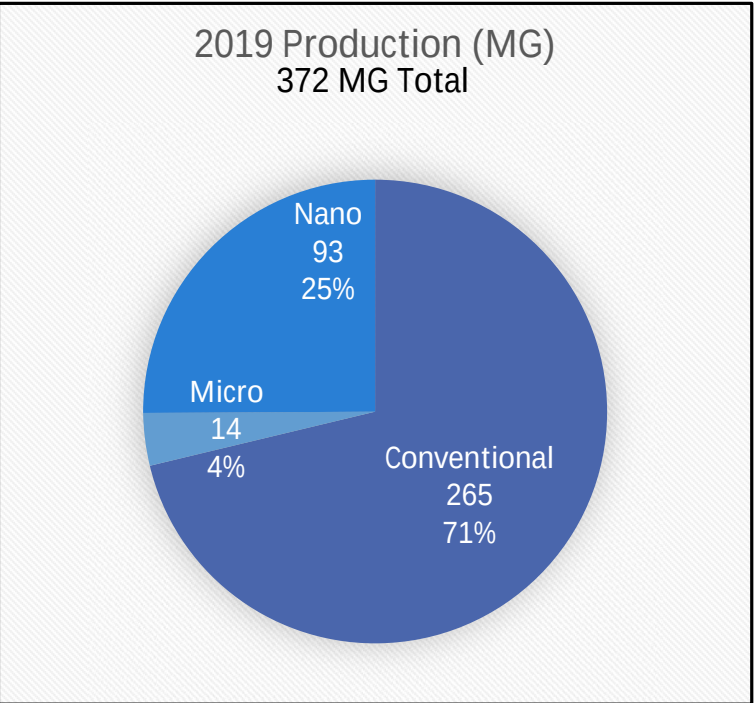
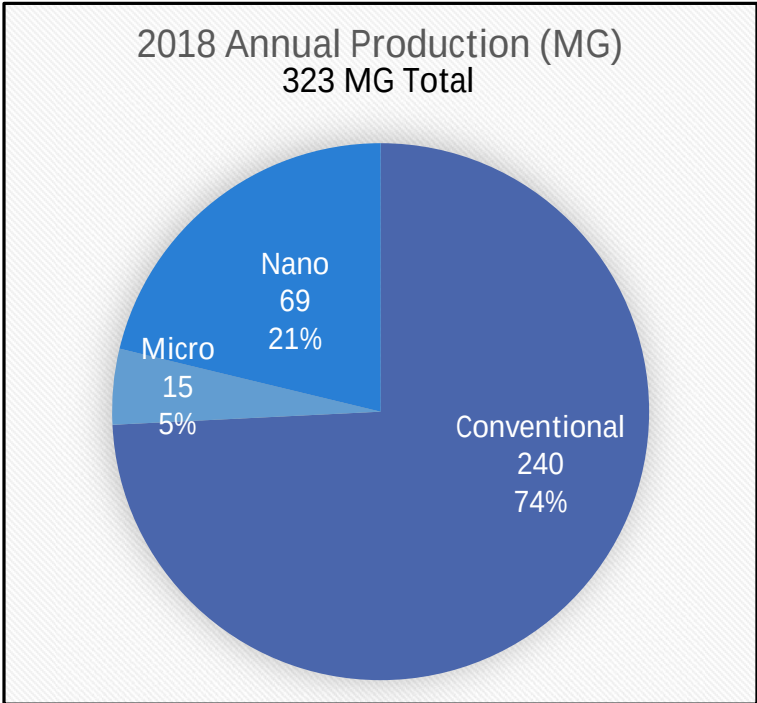
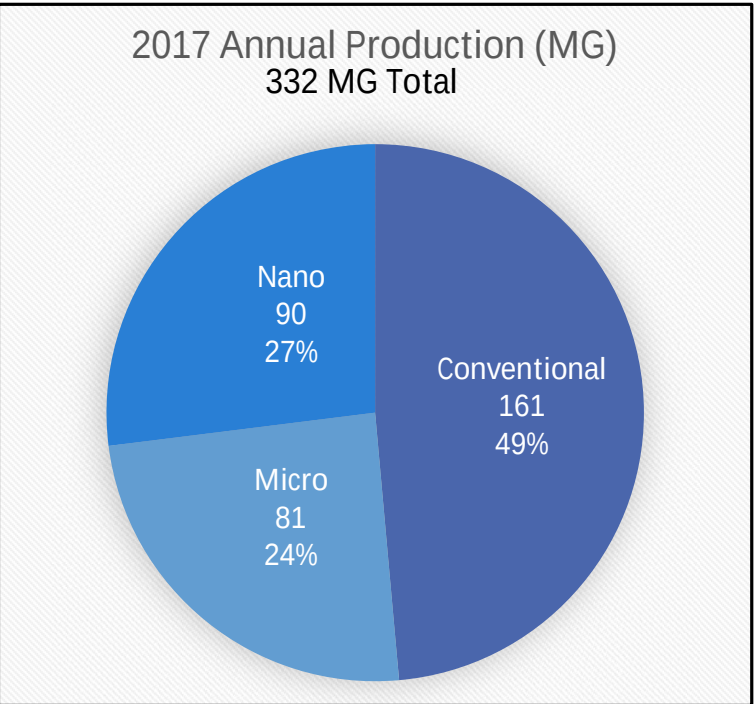
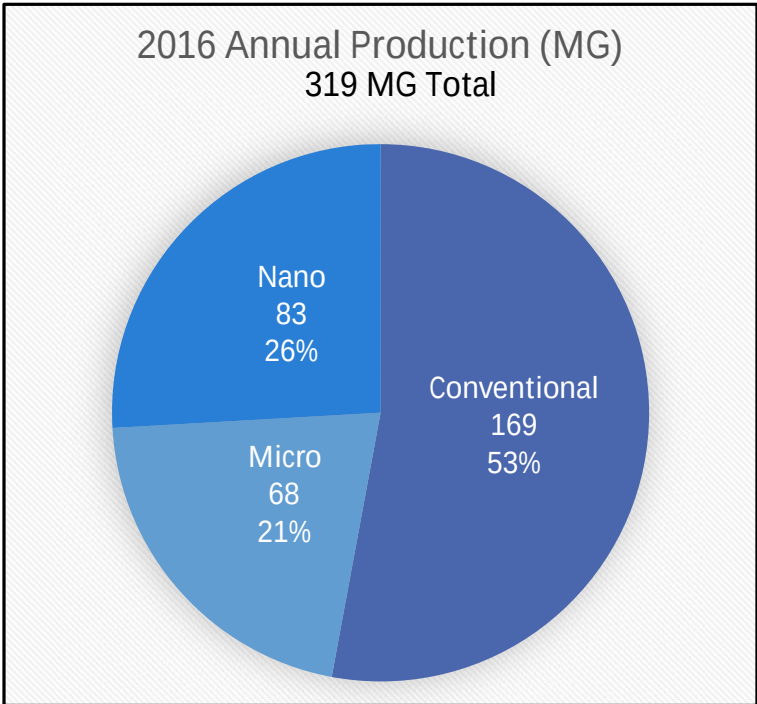
Monthly Production: Nano Plant₁ (Through December 2023)



Annual Production Volumes₁ (Through December 2023)

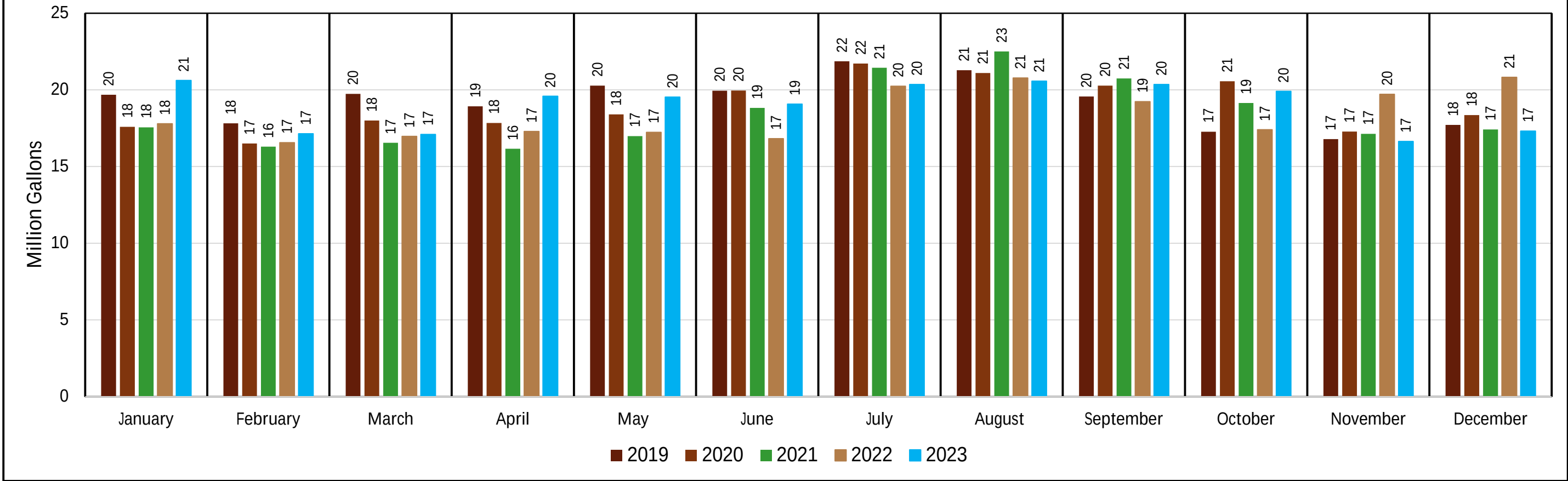


Town of Wellington
Water Treatment

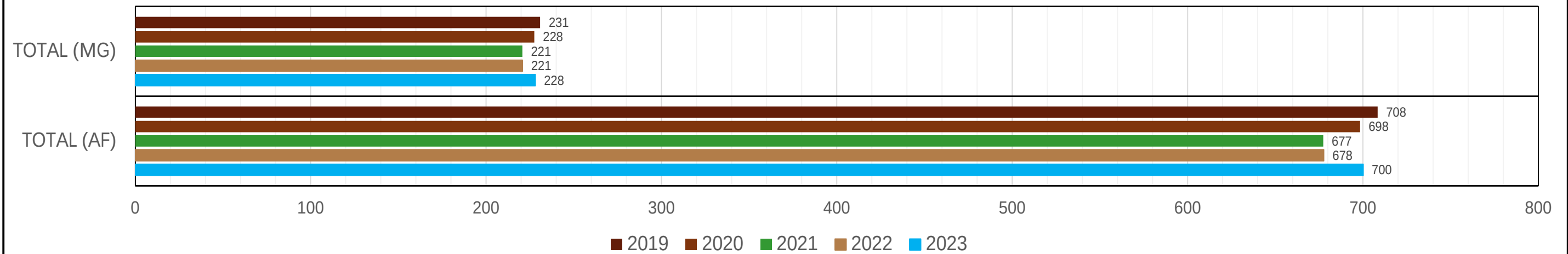


Town of Wellington
Water Reclamation Facility Treatment

Monthly Production: Monthly Volume of Influent
(Through December 2023)

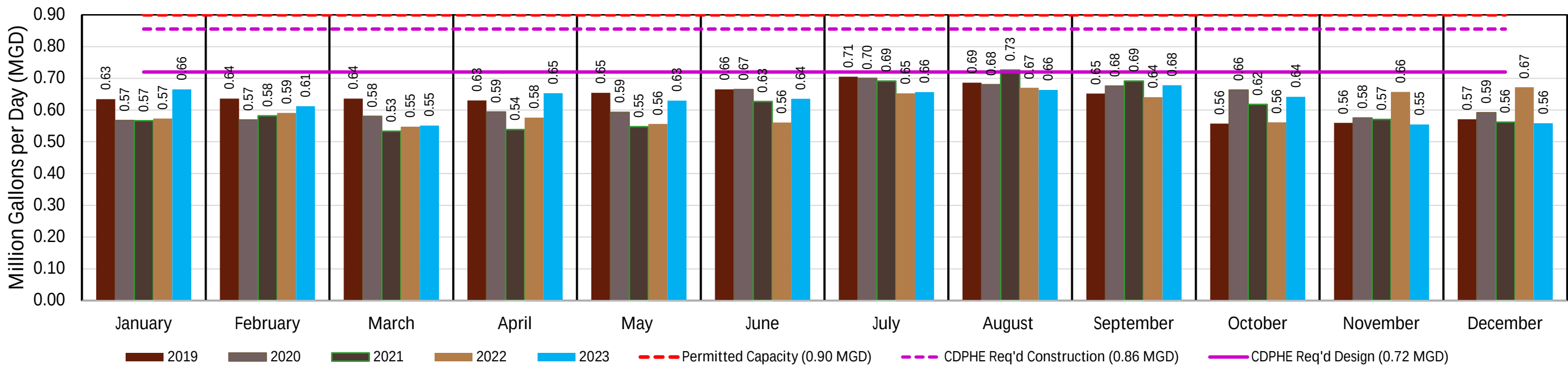


Annual Volume of Influent
(Through December 2023)

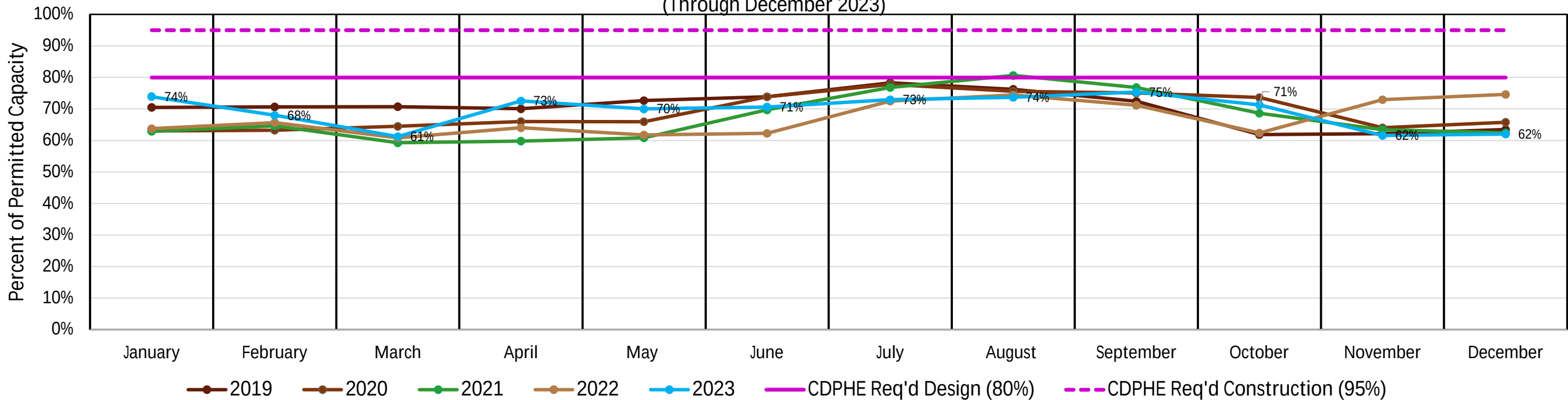


Town of Wellington
Water Reclamation Facility

Monthly Production: Hydraulic Loading
(Through December 2023)



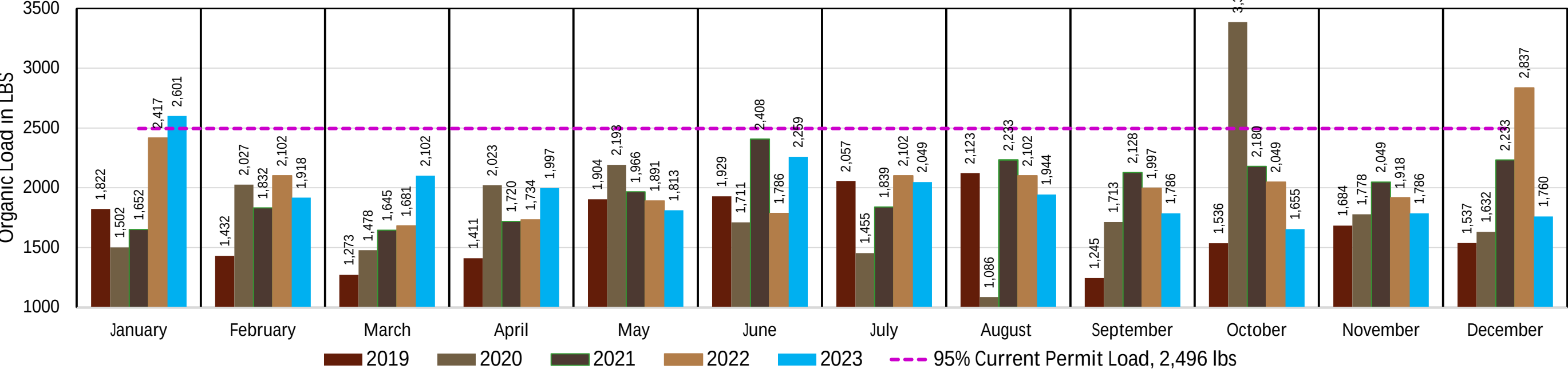
Monthly Production: Percent of Permitted Hydraulic Capacity
(Through December 2023)



Town of Wellington
Water Reclamation Facility

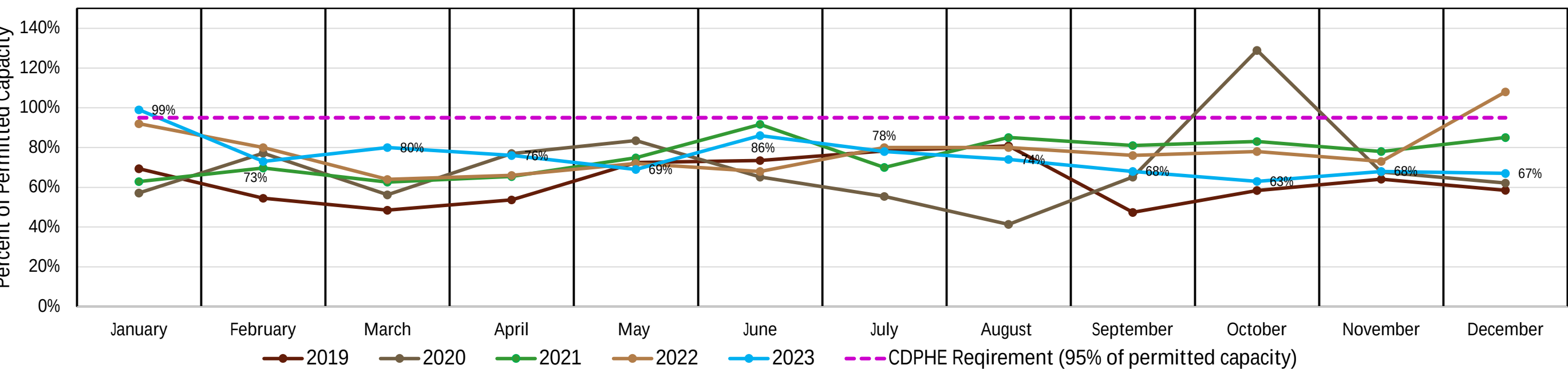
Monthly Production: Organic Loading
(Through December 2023)

Note: June 2018 permitted capacity increased from 1314lbs to current level of 2627lbs.



Monthly Production: Percent of Permitted Organic Capacity
(Through December 2023)

Note: June 2018 permitted capacity increased from 1314lbs to current level of 2627lbs.





Board of Trustees Meeting

Date: January 23, 2024

Subject: Larimer County Sheriff's Office Report (December 2023)

BACKGROUND / DISCUSSION

A report from the Larimer County Sheriff's Office for December 2023.

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. 12-2023 Wellington Monthly Report - FINAL



John J. Feyen, Sheriff

LARIMER COUNTY SHERIFF'S OFFICE

One Agency

One Mission

Public Safety

January 10, 2024

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 **December 2023**, the Larimer County Sheriff's Office maintained six deputies, one corporal, and one sergeant providing full-time law enforcement for the Town. In addition, one half-time investigator, one full-time desk deputy, and one full-time School Resource Officer assisted the town with law enforcement activities.

During the month of **December 2023**, non-assigned deputies spent a total of **134.14** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **December 2023** there were **51.0** hours worked by Northern Colorado Drug Task Force.

Investigations – ongoing and active cases include:

Sex Crime – 2
Death - 1
Burglary – 1
Criminal Mischief – 1
Suspicious Circumstances - 1
Missing Person – 1

Administration
2501 Midpoint Dr.
Fort Collins, CO 80525
970 498-5100

County Jail
2405 Midpoint Dr.
Fort Collins, CO 80525
970 498-5200

Emergency Services
1303 N. Shields St.
Fort Collins, CO 80524
970 498-5300

larimer.gov/sheriff

Of Note:

- During the Town of Wellington Holiday Parade, the Larimer County Sheriff's Office provided 4 Reserve Deputies and 5 Cadets for additional security for the event. The additional personnel assisted with roadblocks as well as bike and foot patrols along the parade route.
- The Wellington Squad completed its annual training for 2023 and was provided a well-earned month off from in-service training to spend more time with their families during the holidays.
- On December 28th, the Wellington Squad conducted its annual shift change and welcomed 5 new members to the squad. We will be working with the Town of Wellington to coordinate a meet and greet between the Wellington Squad and Board of Trustees.

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



LARIMER COUNTY SHERIFF'S OFFICE

Wellington Calls for Service and Patrol Time
(For Non-Wellington Officers)

Dispatch Dates between 12/01/2023 and 12/31/2023

Excluded from this report -

Squads: Civilian, Parks, and Investigations

Units: 9ME*, 9S27;9Z10;9E64;9E53;9E78;9E75;9E32;9E35;9E49;9E7

Call Times by Month

	Call/Contact Time (Minutes/Hours)	Patrol Time (Minutes/Hours)	Totals
2023-12	5,219.88 87	2,828.33 47.14	8,048.22 134.14
Totals	5,219.88 87	2,828.33 47.14	8,048.22 134.14

Wellington Monthly Report

December 2023

Larimer County Sheriff's Office

Christine Harpel
Administrative Coordinator

1/4/2024

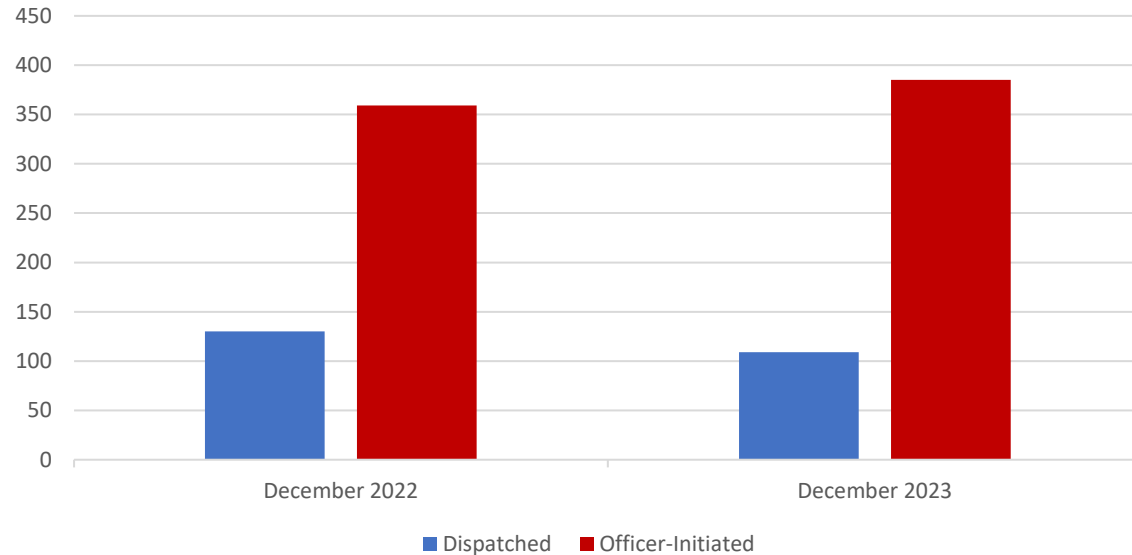
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December 2023 Totals

Dispatched / Officer-Initiated Activity

Dispatched Calls	109
Officer Initiated	385
December 2023 Total	494

Dispatched vs Officer-Initiated Activity



- Dispatched calls were Down 21 or 16% from December 2022
- Officer-Initiated Activity was Up 26 or 7% from December 2022

	Dec. 2022	Dec. 2023
Dispatched Calls	130	109
	27%	22%
Officer Initiated	359	385
	73%	78%
Total	489	494

- 22% were Dispatched Calls
- 78% was Officer-Initiated Activity

December 2023 Calls for Service

Calls for Service Comparison

Call Types A-M

Call Type	2020	2021	2022	Avg 20-22	2023	% Change 3-Yr Avg to 2022
9-1-1 Hangup	0	1	1	0.67	1	50%
Alarm Calls	7	4	7	6.00	3	-50%
Animal Calls	6	8	14	9.33	8	-14%
Arson	1	0	1	0.67	0	-100%
Assault	1	4	1	2.00	5	150%
Assist Business	1	2	1	1.33	4	200%
Assist Other Agency (Fire/Med)	8	16	11	11.67	9	-23%
Burglary	0	0	1	0.33	0	-100%
Child abuse	2	0	0	0.67	0	-100%
Citizen Assist	15	16	9	13.33	10	-25%
Civil	10	11	13	11.33	7	-38%
Criminal Mischief	0	4	4	2.67	1	-63%
Death Investigation	1	0	1	0.67	1	50%
Disturbance	5	5	2	4.00	2	-50%
Drug case	2	1	1	1.33	2	50%
DUI Arrest	0	2	1	1.00	0	-100%
Extra Checks & Business Check	166	207	135	169.33	214	26%
Family Problems	9	3	10	7.33	7	-5%
Fireworks complaint	3	4	0	2.33	2	-14%
Follow up	34	32	39	35.00	26	-26%
Found property	0	2	1	1.00	1	0%
Fraud	16	1	6	7.67	2	-74%
Harassment	3	3	9	5.00	9	80%
Information report	0	0	2	0.67	0	-100%
Juvenile Problem	4	2	3	3.00	1	-67%
Littering	1	0	0	0.33	0	-100%
Lost Property	0	0	0	0.00	2	NC
Mental Health Call	0	2	0	0.67	5	650%
Missing Person (Child/Adult)	3	2	0	1.67	1	-40%
Motor Vehicle Accident	5	6	4	5.00	8	60%
Municipal Code Violation	0	0	0	0.00	7	NC

Call Types N-Z

Call Type	2020	2021	2022	Avg 20-22	2023	% Change 3-Yr Avg to 2022
Neighbor Problems	2	1	1	1.33	1	-25%
Noise\Party Complaint	1	2	1	1.33	3	125%
Pedestrian Contact/Subject St	4	2	2	2.67	7	163%
Private Tow	0	6	1	2.33	3	29%
REDDI Report	2	1	0	1.00	1	0%
Restraining Order Violation	1	3	4	2.67	0	-100%
Robbery	0	0	0	0.00	1	NC
Safe 2 Tell	0	3	1	1.33	5	275%
School Check	6	6	9	7.00	10	43%
Sex Offense	2	2	4	2.67	1	-63%
Sex Offender Check	9	0	12	7.00	10	43%
Solicitor	1	0	0	0.33	0	-100%
Suicide Attempt	1	0	2	1.00	0	-100%
Suicide Threat	2	3	5	3.33	1	-70%
Suspicious Circumstances	22	18	28	22.67	16	-29%
Theft	3	9	7	6.33	2	-68%
Traffic Problem	9	9	12	10.00	11	10%
Traffic Pursuit	0	1	0	0.33	1	200%
Traffic Stop	94	25	95	71.33	52	-27%
Trespass	0	1	0	0.33	4	1100%
Vehicle Theft	2	2	7	3.67	2	-45%
Vehicle Trespass	3	1	0	1.33	2	50%
VIN Check	3	4	7	4.67	6	29%
Warrant Attempt/Arrest	5	5	4	4.67	4	-14%
Welfare Check	10	11	8	9.67	10	3%
Unspecified	2	0	2	1.33	3	125%
TOTALS	487	453	489	476.33	494	4%

NC = Not Calculable. Cannot divide by 0.

Calls for Service UP 5 or 1% from December 2022

December 2023 calls UP 4% from November 2020-2022 Average

December 2023 Call Categories

Crime Type Averages / Trends

Property Crimes					
Call Type	2020	2021	2022	Avg 20-22	2023
Burglary	0	0	1	0.33	0
Theft	3	9	7	6.33	2
Vehicle Theft	2	2	7	3.67	2
Vehicle Trespass	3	1	0	1.33	2
Property Crimes Totals	8	12	15	11.67	6

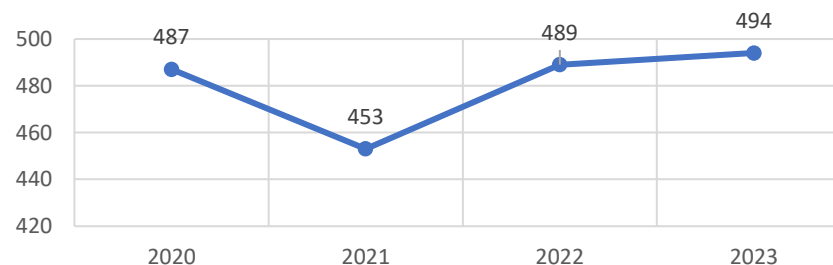
Persons Crimes					
Call Type	2020	2021	2022	Avg 20-22	2023
Assault	1	4	1	2.00	5
Missing Person (Child/Adult)	3	2	0	1.67	1
Robbery	0	0	0	0.00	1
Sex Offense	2	2	4	2.67	1
Weapon Related (menacing,	0	0	0	0.00	0
Persons Crimes Totals	6	8	5	6.33	8

Disorder/Other Crimes					
Call Type	2020	2021	2022	Avg 20-22	2023
Alcohol Calls	0	0	0	0.00	0
Animal Calls	6	8	14	9.33	8
Criminal Mischief	0	4	4	2.67	1
Disturbance	5	5	2	4.00	2
Drug case	2	1	1	1.33	2
Family Problems	9	3	10	7.33	7
Harassment	3	3	9	5.00	9
Juvenile Problem	4	2	3	3.00	1
Noise\Party Complaint	1	2	1	1.33	3
Suspicious Circumstances	22	18	28	22.67	16
Trespass	0	1	0	0.33	4
Disorder Crimes Totals	52	47	72	57.00	53

Red numbers indicate a DECREASE in crime from December 2022

Yellow backgrounds indicate an INCREASE in crime from December 2020-2022 Average

December 2020-2023 Totals



December 2023 Traffic

Traffic Citations	12/22	12/23
Traffic Citations Issued	14	11
Traffic Warnings	71	43

➤ Citations Issued Down 3

➤ Warnings Down 28

Call Type	12/22	12/23
Traffic Stop	95	52
Motor Vehicle Accident	4	8
DUI Arrest	1	0
Traffic Problem	12	11
REDDI Report	0	1

➤ Traffic Stops Down 43 or 45%

➤ MV Accidents Up 4

➤ DUI Arrests Down 1

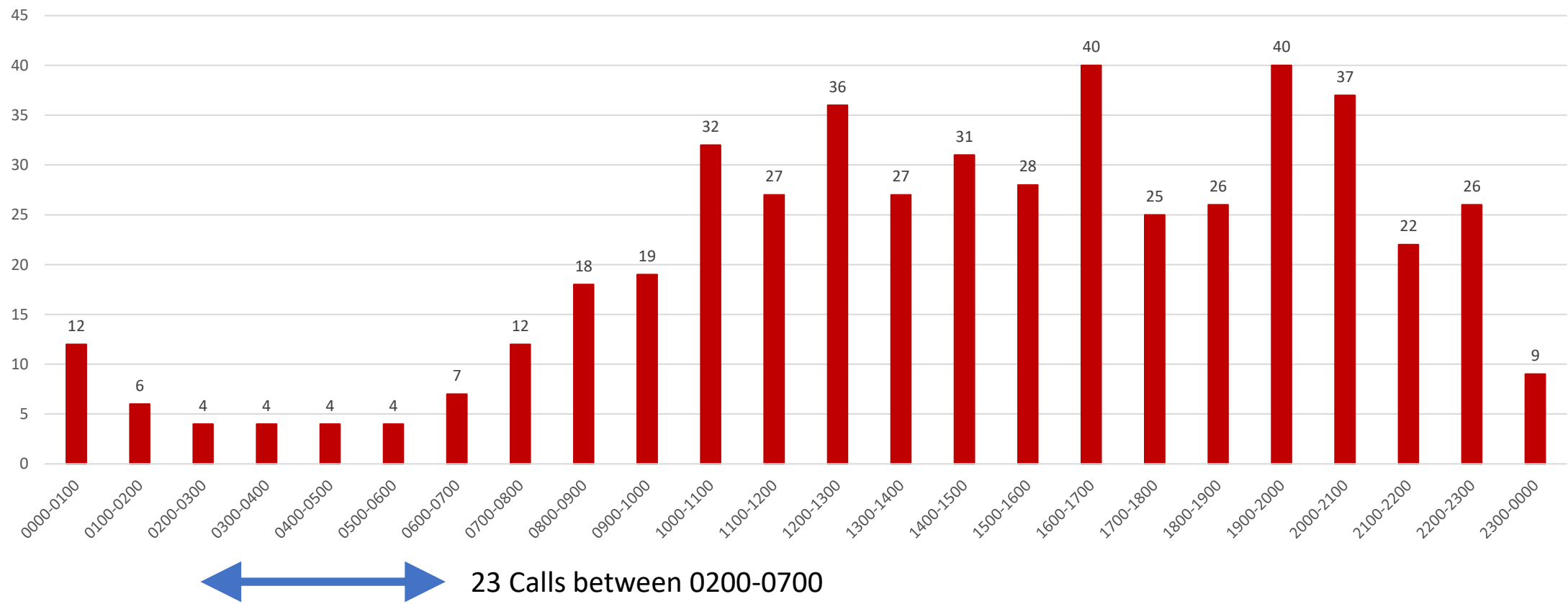
➤ Traffic Problems Down 1

➤ REDDI Reports Up 1

December 2023

Call Totals by Hour

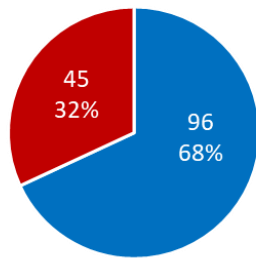
Busiest Hours
1600-1700 / 1900-2000 (40)
2000-2100 (37)



December 2023

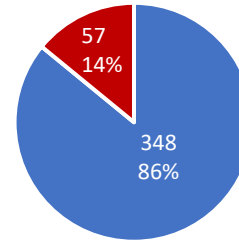
Wellington/Non-Wellington Units

Dispatched



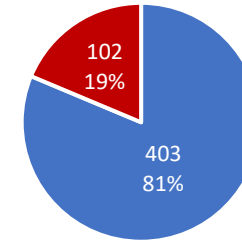
■ Wellington ■ Non-Wellington

Officer-Initiated



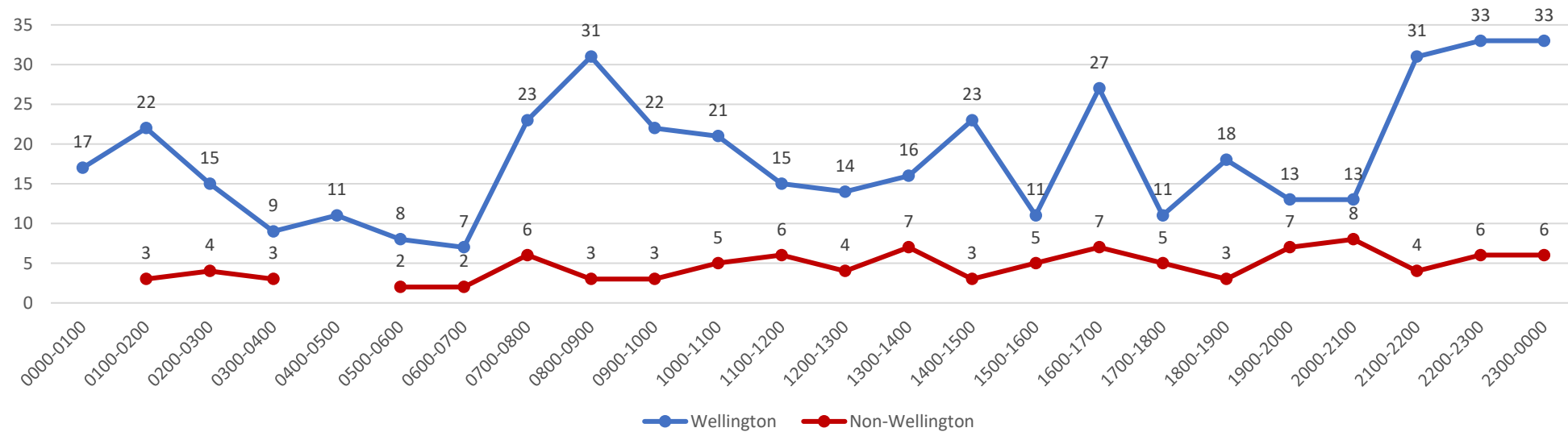
■ Wellington ■ Non-Wellington

Total Calls



■ Wellington ■ Non-Wellington

Wellington/Non-Wellington Calls by Hour



● Wellington ● Non-Wellington

December 2023

Response Times / Time on Calls
Dispatched Calls Only
[All Times in Minutes](#)

Average Response Time (All Units)		
High		10.08
Medium		8.99
Low		36.12
Avg. Response Time		18.40

Average Time on Calls (All Wellington Calls)			
High			12.68
Medium			50.31
Low			38.91
Avg. Time			33.97



Board of Trustees Meeting

Date: January 23, 2024
Subject: Treasurer's Report (November 2023)

BACKGROUND / DISCUSSION

This Treasurer's Report has been prepared to provide important information to the Board and the community regarding the Town's financial activities and the balance of its investments for the eleven-month period ending November 30, 2023. The attached report shows revenues and expenditures for all Town funds for both the month of November as well as year-to-date amounts. Budgeted revenues and expenditures for 2023 are also reported and give the reader a sense of how actual financial activity compares with what was originally budgeted.

Revenues for all funds through October totaled \$45.6 million, or 80% of the original budget estimate. General Fund revenues to date are exceeding estimates with 111% of the original estimate collected through November. As you will see in the detailed Treasurer's Report attached, this is primarily due to receipts exceeding the cautious revenue estimates of the last budget cycle for key sources such as property tax and investment earnings.

Revenues

Through November 30, 2023

Fund	YTD	Budget	Remaining	
General	\$5,876,430	\$5,487,010	(\$389,420)	107%
Streets	2,152,645	2,001,981	(150,664)	108%
Water	15,569,798	19,559,961	3,990,163	80%
Sewer	19,517,837	27,701,922	8,184,085	70%
Storm	873,089	807,422	(65,667)	108%
Parks	1,580,294	1,432,413	(147,881)	110%
	\$45,570,093	\$56,990,709	\$11,420,616	80%

Operating expenditures for all funds totaled \$15.8 million through November and had expended 85% of the original budget year-to-date. Approximately 92% of the budget would be the expected target for November expenditures so overall the Town is under budget. Note that Parks Fund expenditures are at 97% of budget through November because due to an apparent oversight no dollars were included in the 2023 budget for the debt service in that fund. When debt service is backed out, the Parks Fund has expended 80% of budget. Capital projects expenditures have totaled \$32.5 million through November, which is 65% of the capital improvement budget.



Expenditures

Through November 30, 2023

Fund	YTD	Budget	Remaining	
General	\$4,271,340	\$5,425,991	\$1,154,651	79%
Streets	841,575	1,164,234	322,659	72%
Water	5,449,762	6,317,840	868,078	86%
Sewer	3,309,715	3,691,126	381,411	90%
Storm	577,717	655,976	78,259	88%
Parks	1,374,671	1,413,836	39,165	97%
Operating	\$15,824,780	\$18,669,003	\$2,844,223	85%
Capital Projects	\$32,471,394	\$49,686,084	\$17,214,690	65%

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. Nov 2023_Treasurer's Report

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAX REVENUE</u>					
201-01-3110	PROPERTY TAXES	.00	1,873,550.62	1,681,506.00	(192,044.62)	111.4
201-01-3130	SALES TAX	242,726.22	2,405,191.42	2,467,524.00	62,332.58	97.5
201-01-3135	SEVERANCE TAX	.00	106,343.58	75,000.00	(31,343.58)	141.8
201-01-3140	USE TAX - BUILDING MATERIALS	(170,248.85)	313,413.66	347,160.00	33,746.34	90.3
201-01-3320	CIGARETTE TAX	2,821.65	9,406.92	7,000.00	(2,406.92)	134.4
	TOTAL TAX REVENUE	75,299.02	4,707,906.20	4,578,190.00	(129,716.20)	102.8
	<u>BUILDING PERMITS</u>					
201-02-3155	TOWN PLAN REVIEW FEES	2,020.00	23,859.33	21,000.00	(2,859.33)	113.6
201-02-3430	COUNTY TAX VENDORS FEE	343.94	3,795.17	6,500.00	2,704.83	58.4
201-02-3435	FIRE DEPT. VENDOR FEE	1,512.33	4,689.20	2,500.00	(2,189.20)	187.6
201-02-3450	BLDG. ADMIN. FEE	2,353.31	30,689.17	53,000.00	22,310.83	57.9
201-02-3462	BLDG. INSPECTION FEES	30,124.70	353,086.91	480,600.00	127,513.09	73.5
	TOTAL BUILDING PERMITS	36,354.28	416,119.78	563,600.00	147,480.22	73.8
	<u>FRANCHISE FEES</u>					
201-03-3160	FRANCHISE FEE-ELECTRICITY	.00	176,761.93	170,000.00	(6,761.93)	104.0
201-03-3170	FRANCHISE FEE-NATURAL GAS	1,666.67	18,333.37	17,000.00	(1,333.37)	107.8
201-03-3180	FRANCHISE FEE-TELEPHONE	.00	77.55	50.00	(27.55)	155.1
201-03-3190	FRANCHISE FEE-CABLE TELEVISION	.00	24,946.21	22,470.00	(2,476.21)	111.0
	TOTAL FRANCHISE FEES	1,666.67	220,119.06	209,520.00	(10,599.06)	105.1
	<u>LICENSES & PERMITS</u>					
201-04-3210	LIQUOR LICENSE	.00	2,450.00	.00	(2,450.00)	.0
201-04-3220	BUSINESS LICENSE	200.00	20,487.50	18,700.00	(1,787.50)	109.6
	TOTAL LICENSES & PERMITS	200.00	22,937.50	18,700.00	(4,237.50)	122.7
	<u>FEES FOR SERVICE</u>					
201-05-3420	LAND USE FEES	8,638.00	79,576.22	33,000.00	(46,576.22)	241.1
201-05-3460	GENERAL CHARGES FOR SERVICES	.00	3,685.88	.00	(3,685.88)	.0
201-05-3510	COMMUNITY CENTER USER FEES	647.50	5,072.50	2,000.00	(3,072.50)	253.6
201-05-3520	WEED / REFUSE REMOVAL	.00	1,890.00	.00	(1,890.00)	.0
	TOTAL FEES FOR SERVICE	9,285.50	90,224.60	35,000.00	(55,224.60)	257.8

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FINES & PENALTIES</u>					
201-06-3550	COURT FINES & COSTS	309.50	27,409.43	10,000.00	(17,409.43)	274.1
201-06-3555	LCSS ADMINISTRATIVE FEES	180.00	1,864.00	1,500.00	(364.00)	124.3
	TOTAL FINES & PENALTIES	489.50	29,273.43	11,500.00	(17,773.43)	254.6
	<u>CEMETERY REVENUES</u>					
201-07-3470	CEMETERY-GRAVE OPENINGS	400.00	3,200.00	.00	(3,200.00)	.0
201-07-3480	CEMETERY-PERPETUAL CARE	150.00	600.00	.00	(600.00)	.0
201-07-3490	CEMETERY-SALE OF LOTS	750.00	5,250.00	9,500.00	4,250.00	55.3
	TOTAL CEMETERY REVENUES	1,300.00	9,050.00	9,500.00	450.00	95.3
	<u>MISCELLANEOUS REVENUE</u>					
201-08-3350	GRANTS	.00	2,419.80	.00	(2,419.80)	.0
201-08-3355	INVESTMENT EARNINGS - LIBRARY	2,069.39	20,985.63	7,500.00	(13,485.63)	279.8
201-08-3373	LIBRARY CONTRIB./FINES/MISC.	456.00	5,859.65	1,500.00	(4,359.65)	390.6
201-08-3440	SALE OF MAPS & PUBLICATIONS	200.00	230.00	.00	(230.00)	.0
201-08-3610	INVESTMENT EARNINGS-GENERAL	33,320.32	337,787.31	22,000.00	(315,787.31)	1535.4
201-08-3630	CAR SHOW REVENUE	.00	800.00	.00	(800.00)	.0
201-08-3660	COMMUNITY ACTIVITIES COMMISSIO	.00	120.00	.00	(120.00)	.0
201-08-3690	MISCELLANEOUS REVENUE	.00	10.20	30,000.00	29,989.80	.0
201-08-3910	SALE OF ASSETS	.00	527.00	.00	(527.00)	.0
201-08-3912	WATER SHARE RENTAL	.00	12,060.00	.00	(12,060.00)	.0
	TOTAL MISCELLANEOUS REVENUE	36,045.71	380,799.59	61,000.00	(319,799.59)	624.3
	TOTAL FUND REVENUE	160,640.68	5,876,430.16	5,487,010.00	(389,420.16)	107.1

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
201-11-5102 BENEFITS	223.55	7,054.70	859.00 (	6,195.70)	821.3
201-11-5107 ELECTED OFFICIAL COMPENSATION	900.00	9,900.00	10,800.00	900.00	91.7
201-11-5192 CAC PROGRAM EXPENDITURES	984.39	27,754.74	40,430.00	12,675.26	68.7
201-11-5331 PUBLISHING & LEGAL NOTICES	.00	3,547.35	1,700.00 (	1,847.35)	208.7
201-11-5335 DUES & SUBSCRIPTIONS	.00	3,819.00	4,058.00	239.00	94.1
201-11-5352 MUNICIPAL LEGAL SERVICES	4,029.00	29,759.24	35,000.00	5,240.76	85.0
201-11-5363 R&M COMPUTER/OFFICE EQUIPMENT	48.98	525.98	.00 (	525.98)	.0
201-11-5380 PROFESSIONAL DEVELOPMENT	.00	8,057.64	10,000.00	1,942.36	80.6
201-11-5950 BOARD OUTREACH	.00	51,407.00	51,407.00	.00	100.0
201-11-5951 BOARD DISCRETIONARY FUND	.00	1,309.31	20,000.00	18,690.69	6.6
201-11-5952 HARDSHIP UTILITY GRANT	560.05	2,660.05	12,000.00	9,339.95	22.2
TOTAL LEGISLATIVE	6,745.97	145,795.01	186,254.00	40,458.99	78.3
<u>JUDICIAL</u>					
201-12-5100 WAGES & SALARIES	816.00	7,756.46	11,161.00	3,404.54	69.5
201-12-5102 BENEFITS	378.50	3,250.22	2,987.00 (	263.22)	108.8
201-12-5109 MAGISTRATE	.00	3,750.00	9,000.00	5,250.00	41.7
201-12-5214 OFFICE SUPPLIES	.00	67.69	1,000.00	932.31	6.8
201-12-5359 PROSECUTING ATTORNEY	2,246.00	15,181.00	8,250.00 (	6,931.00)	184.0
201-12-5380 PROFESSIONAL DEVELOPMENT	.00	1,203.28	1,500.00	296.72	80.2
201-12-5394 JURY FEES	.00	.00	1,000.00	1,000.00	.0
201-12-5498 COURT APPOINTED COUNSEL	.00	.00	1,000.00	1,000.00	.0
201-12-5499 TRANSLATOR FEES	.00	.00	500.00	500.00	.0
TOTAL JUDICIAL	3,440.50	31,208.65	36,398.00	5,189.35	85.7
<u>ADMINISTRATION</u>					
201-13-5100 WAGES & SALARIES	24,511.68	272,582.27	313,810.00	41,227.73	86.9
201-13-5102 BENEFITS	6,921.78	71,512.85	73,655.00	2,142.15	97.1
201-13-5214 OFFICE SUPPLIES	26.00	2,159.28	1,500.00 (	659.28)	144.0
201-13-5335 DUES & SUBSCRIPTION	25.99	4,647.36	8,500.00	3,852.64	54.7
201-13-5336 PUBLIC RELATIONS	.00	72.00	2,500.00	2,428.00	2.9
201-13-5352 LEGAL SERVICES	6,227.79	35,426.50	51,075.00	15,648.50	69.4
201-13-5356 PROFESSIONAL FEES	.00	21,150.00	30,000.00	8,850.00	70.5
201-13-5363 R&M COMPUTER/OFFICE EQUIPMENT	2,178.00	3,722.28	5,000.00	1,277.72	74.5
201-13-5380 PROFESSIONAL DEVELOPMENT	.00	4,606.63	2,795.00 (	1,811.63)	164.8
201-13-5381 MILEAGE REIMBURSEMENT	.00	555.44	.00 (	555.44)	.0
201-13-5496 COMMUNITY RELATIONS	187.64	3,492.26	11,646.00	8,153.74	30.0
201-13-5933 SENIOR'S VAN	647.34	10,011.53	8,000.00 (	2,011.53)	125.1
TOTAL ADMINISTRATION	40,726.22	429,938.40	508,481.00	78,542.60	84.6

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
201-14-5100 WAGES & SALARIES	4,810.66	50,095.59	59,291.00	9,195.41	84.5
201-14-5102 BENEFITS	1,830.65	13,142.66	37,605.00	24,462.34	35.0
201-14-5214 OFFICE SUPPLIES	.00	739.59	1,500.00	760.41	49.3
201-14-5311 POSTAGE	4.85	2,379.70	1,000.00	(1,379.70)	238.0
201-14-5321 PRINTING SERVICES	5,919.35	43,230.71	.00	(43,230.71)	.0
201-14-5335 DUES AND SUBSCRIPTIONS	1.00	965.00	1,200.00	235.00	80.4
201-14-5338 BANK SERVICE CHARGE	.00	85.99	.00	(85.99)	.0
201-14-5353 ACCOUNTING & AUDITING	.00	5,000.00	45,000.00	40,000.00	11.1
201-14-5356 PROFESSIONAL SERVICES	.00	131,870.63	120,000.00	(11,870.63)	109.9
201-14-5363 R&M COMPUTER/OFFICE EQUIP	.00	.27	6,000.00	5,999.73	.0
201-14-5380 PROFESSIONAL DEVELOPMENT	.00	.00	3,000.00	3,000.00	.0
201-14-5381 MILEAGE REIMBURSEMENT	.00	.00	200.00	200.00	.0
201-14-5510 INSURANCE & BONDS	400.00	174,873.03	170,000.00	(4,873.03)	102.9
201-14-5560 COUNTY TREAS. FEES	.00	.00	60,000.00	60,000.00	.0
201-14-5950 DOCUMENT SHREDDING	.00	75.00	200.00	125.00	37.5
TOTAL FINANCE	12,966.51	422,458.17	504,996.00	82,537.83	83.7
<u>TOWN CLERK</u>					
201-15-5100 WAGES & SALARIES	9,658.70	89,113.26	113,755.00	24,641.74	78.3
201-15-5102 BENEFITS	2,842.95	24,456.06	36,011.00	11,554.94	67.9
201-15-5214 OFFICE SUPPLIES	.00	656.44	1,500.00	843.56	43.8
201-15-5331 PUBLISHING & LEGAL NOTICES	32.64	803.17	3,500.00	2,696.83	23.0
201-15-5335 DUES & SUBSCRIPTIONS	.00	118.18	826.00	707.82	14.3
201-15-5356 PROFESSIONAL SERVICES	27.00	2,845.00	4,000.00	1,155.00	71.1
201-15-5363 R&M COMPUTER/OFFICE EQUIP.	.00	.00	5,000.00	5,000.00	.0
201-15-5380 PROFESSIONAL DEVELOPMENT	.00	1,210.96	5,000.00	3,789.04	24.2
201-15-5381 MILEAGE REIMBURSEMENT	.00	.00	150.00	150.00	.0
201-15-5530 CODE REVIEW & UPDATE	1,512.00	1,512.00	5,000.00	3,488.00	30.2
TOTAL TOWN CLERK	14,073.29	120,715.07	174,742.00	54,026.93	69.1

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
201-16-5100 WAGES & SALARIES	3,481.13	39,249.21	40,404.00	1,154.79	97.1
201-16-5102 BENEFITS	1,211.76	12,539.14	13,420.00	880.86	93.4
201-16-5103 TEMPORARY EMPLOYMENT SERVICES	4,162.75	10,142.75	10,000.00	(142.75)	101.4
201-16-5214 OFFICE SUPPLIES	.00	250.43	1,500.00	1,249.57	16.7
201-16-5226 EXECUTIVE SEARCH	.00	.00	14,775.00	14,775.00	.0
201-16-5335 DUES & SUBSCRIPTIONS	.00	7,700.00	8,000.00	300.00	96.3
201-16-5356 PROFESSIONAL FEES	2,104.75	3,000.00	3,000.00	.00	100.0
201-16-5380 PROFESSIONAL DEVELOPMENT	.00	2,158.69	12,000.00	9,841.31	18.0
201-16-5580 EMPLOYEE DRUG TESTING	.00	1,269.08	2,500.00	1,230.92	50.8
201-16-5582 EMPLOYEE RELATIONS COMMITTEE	500.00	5,253.48	15,000.00	9,746.52	35.0
201-16-5583 BACKGROUND CHECK	44.00	2,173.75	3,000.00	826.25	72.5
201-16-5948 EMPLOYEE APPAREL	.00	610.81	2,000.00	1,389.19	30.5
201-16-5949 EMPLOYEE ADVERTISING	85.00	1,561.24	3,500.00	1,938.76	44.6
TOTAL HUMAN RESOURCES	11,589.39	85,908.58	129,099.00	43,190.42	66.5
<u>INFORMATION TECHNOLOGY</u>					
201-17-5100 WAGES & SALARIES	.00	21,280.38	33,650.00	12,369.62	63.2
201-17-5102 BENEFITS	.00	5,699.97	7,318.00	1,618.03	77.9
201-17-5214 OFFICE SUPPLIES	.00	36.50	1,500.00	1,463.50	2.4
201-17-5345 TELEPHONE SERVICES	3,097.67	51,208.32	66,650.00	15,441.68	76.8
201-17-5356 PROFESSIONAL SERVICES	.00	10,005.00	.00	(10,005.00)	.0
201-17-5380 PROFESSIONAL DEVELOPMENT	.00	.00	1,500.00	1,500.00	.0
201-17-5381 MILEAGE REIMBURSEMENT	.00	23.50	.00	(23.50)	.0
201-17-5384 INTERNET SERVICES	2,033.02	30,597.42	45,500.00	14,902.58	67.3
201-17-5579 SOFTWARE LICENSE/SUPPORT	3,930.50	100,444.41	158,180.00	57,735.59	63.5
201-17-5585 WEBSITE MAINTENANCE	.00	12,029.70	12,000.00	(29.70)	100.3
201-17-5947 COPIER EXPENSE	2,064.82	14,610.37	6,000.00	(8,610.37)	243.5
TOTAL INFORMATION TECHNOLOGY	11,126.01	245,935.57	332,298.00	86,362.43	74.0
<u>PLANNING AND ZONING</u>					
201-18-5100 WAGES & SALARIES	31,137.15	327,545.44	380,906.00	53,360.56	86.0
201-18-5102 BENEFITS	8,461.07	87,283.46	101,007.00	13,723.54	86.4
201-18-5214 OFFICE SUPPLIES	71.57	955.39	1,000.00	44.61	95.5
201-18-5331 RECORDING & LEGAL PUBLISHING	.00	1,031.97	2,500.00	1,468.03	41.3
201-18-5335 DUES & SUBSCRIPTIONS	.00	1,584.54	1,996.00	411.46	79.4
201-18-5350 BUILDING INSP. FEE REMITTANCE	17,379.35	206,769.92	272,900.00	66,130.08	75.8
201-18-5355 REIMBURSABLE SERVICES	1,572.00	5,972.00	40,000.00	34,028.00	14.9
201-18-5356 PROFESSIONAL SERVICES	.00	4,960.01	17,000.00	12,039.99	29.2
201-18-5372 UNIFORMS	.00	425.78	300.00	(125.78)	141.9
201-18-5374 HUMANE SOCIETY HOLDING CHARGES	.00	7,905.00	8,000.00	95.00	98.8
201-18-5375 PROTECTIVE INSP. EQUIPMENT	58.87	138.71	900.00	761.29	15.4
201-18-5380 PROFESSIONAL DEVELOPMENT	.00	4,644.33	6,066.00	1,421.67	76.6
TOTAL PLANNING AND ZONING	58,680.01	649,216.55	832,575.00	183,358.45	78.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LAW ENFORCEMENT</u>					
201-21-5364	LCSSO - PERSONNEL	.00	1,338,853.23	1,785,138.00	446,284.77	75.0
201-21-5378	LCSSO - OFFICE RENTAL/MAINT.	.00	14,903.30	.00	(14,903.30)	.0
	<u>TOTAL LAW ENFORCEMENT</u>	<u>.00</u>	<u>1,353,756.53</u>	<u>1,785,138.00</u>	<u>431,381.47</u>	<u>75.8</u>
	<u>PROTECTIVE INSPECTIONS</u>					
201-24-5345	TELEPHONE SERVICES	139.47	1,632.72	.00	(1,632.72)	.0
	<u>TOTAL PROTECTIVE INSPECTIONS</u>	<u>139.47</u>	<u>1,632.72</u>	<u>.00</u>	<u>(1,632.72)</u>	<u>.0</u>
	<u>PUBLIC WORKS</u>					
201-34-5100	WAGES & SALARIES	12,635.46	144,204.08	161,292.00	17,087.92	89.4
201-34-5101	SEASONALS	.00	.00	10,000.00	10,000.00	.0
201-34-5102	BENEFITS	4,015.23	74,903.04	25,402.00	(49,501.04)	294.9
201-34-5231	FUEL, OIL & GREASE	3,973.06	27,220.95	8,000.00	(19,220.95)	340.3
201-34-5233	R&M- MACHINERY & EQUIP. PARTS	3,903.33	40,773.61	35,000.00	(5,773.61)	116.5
201-34-5241	SHOP SUPPLIES	.00	(129.86)	.00	129.86	.0
201-34-5329	HOA FEES	.00	708.00	420.00	(288.00)	168.6
201-34-5335	DUES & SUBSCRIPTIONS	.00	3,512.52	6,500.00	2,987.48	54.0
201-34-5356	PROFESSIONAL SERVICES	.00	20,446.83	40,000.00	19,553.17	51.1
201-34-5363	R&M COMPUTER/OFFICE EQUIP.	.00	5,479.05	7,500.00	2,020.95	73.1
201-34-5370	PPE ALLOWANCE	.00	(65.96)	1,400.00	1,465.96	(4.7)
201-34-5372	UNIFORMS	65.61	16,254.78	15,000.00	(1,254.78)	108.4
201-34-5380	PROFESSIONAL DEVELOPMENT	.00	9,112.28	12,300.00	3,187.72	74.1
201-34-5398	WASTE COLLECTION SERVICE	255.21	3,317.86	8,500.00	5,182.14	39.0
201-34-5422	SMALL TOOLS	.00	.00	500.00	500.00	.0
201-34-5456	MOSQUITO CONTROL	.00	12,375.00	15,200.00	2,825.00	81.4
201-34-5512	INSURANCE-PROPERTY RELATED	.00	(35,839.10)	.00	35,839.10	.0
201-34-5941	PW OFFICE SUPPLIES	586.44	5,986.23	16,500.00	10,513.77	36.3
201-34-5947	COPIER EXPENSE	400.00	2,855.94	8,000.00	5,144.06	35.7
	<u>TOTAL PUBLIC WORKS</u>	<u>25,834.34</u>	<u>331,115.25</u>	<u>371,514.00</u>	<u>40,398.75</u>	<u>89.1</u>
	<u>CEMETERY</u>					
201-42-5382	GROUNDS MAINTENANCE SERVICE	.00	2,680.00	5,000.00	2,320.00	53.6
201-42-5423	SAND & GRAVEL & ROAD BASE	.00	126.02	5,000.00	4,873.98	2.5
201-42-5454	SURVEY	.00	.00	20,000.00	20,000.00	.0
	<u>TOTAL CEMETERY</u>	<u>.00</u>	<u>2,806.02</u>	<u>30,000.00</u>	<u>27,193.98</u>	<u>9.4</u>

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>GEN. USE BLDGS. & COM. CENTERS</u>					
201-49-5341	ELECTRICITY	28.20	1,206.60	18,123.00	16,916.40	6.7
201-49-5342	WATER	398.81	3,952.84	4,000.00	47.16	98.8
201-49-5343	SEWER	181.87	2,111.87	2,000.00	(111.87)	105.6
201-49-5344	NATURAL GAS - HEAT	1,942.68	21,019.26	15,600.00	(5,419.26)	134.7
201-49-5346	STORM DRAINAGE	230.74	2,647.20	3,000.00	352.80	88.2
201-49-5367	R&M SERV./SUPPLIES - BUILDINGS	783.80	12,518.33	30,900.00	18,381.67	40.5
201-49-5368	CLEANING SUPPLIES	.00	.00	2,200.00	2,200.00	.0
201-49-5369	JANITORIAL SERVICE	3,757.50	48,006.75	40,000.00	(8,006.75)	120.0
	TOTAL GEN. USE BLDGS. & COM. CENTERS	7,323.60	91,462.85	115,823.00	24,360.15	79.0
	<u>COMMUNITY ACTIVITIES</u>					
201-50-5933	SENIOR'S VAN DO NOT USE	.00	(13.40)	.00	13.40	.0
	TOTAL COMMUNITY ACTIVITIES	.00	(13.40)	.00	13.40	.0
	<u>ECONOMIC DEVELOPMENT</u>					
201-51-5102	BENEFITS	.00	89.83	.00	(89.83)	.0
201-51-5214	OFFICE SUPPLIES	218.68	218.68	.00	(218.68)	.0
	TOTAL ECONOMIC DEVELOPMENT	218.68	308.51	.00	(308.51)	.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
201-55-5100 WAGES & SALARIES	22,285.69	250,525.84	276,471.00	25,945.16	90.6
201-55-5101 SEASONAL	.00	7,566.56	5,000.00	(2,566.56)	151.3
201-55-5102 BENEFITS	5,115.58	56,456.51	68,927.00	12,470.49	81.9
201-55-5214 OFFICE SUPPLIES	1,360.11	13,722.76	9,000.00	(4,722.76)	152.5
201-55-5311 POSTAGE	.00	8.00	200.00	192.00	4.0
201-55-5321 PRINTING SERVICES	256.37	656.37	1,000.00	343.63	65.6
201-55-5331 PUBLISHING & LEGAL NOTICES	.00	.00	700.00	700.00	.0
201-55-5333 DUES	.00	120.00	200.00	80.00	60.0
201-55-5337 PROGRAMS	12.79	5,876.51	5,000.00	(876.51)	117.5
201-55-5345 TELEPHONE SERVICES	.00	80.06	.00	(80.06)	.0
201-55-5347 STORY TIME SUPPLIES	9.90	91.62	200.00	108.38	45.8
201-55-5380 PROFESSIONAL DEVELOPMENT	.00	408.00	600.00	192.00	68.0
201-55-5384 INTERNET SERVICE	.00	.00	2,000.00	2,000.00	.0
201-55-5387 SPECIAL EVENT SUPPLIES	79.46	447.81	375.00	(72.81)	119.4
201-55-5579 SOFTWARE LICENSE/SUPPORT	29.99	6,779.33	8,500.00	1,720.67	79.8
201-55-5792 MULTI MEDIA	293.91	2,485.75	3,500.00	1,014.25	71.0
201-55-5793 E-BOOKS - SUBSCRIPTION/MISC.	.00	4,550.00	5,500.00	950.00	82.7
201-55-5900 LIBRARY BOOKS	311.25	19,291.82	18,000.00	(1,291.82)	107.2
201-55-5901 LIBRARY SHELVING & FURNISHINGS	493.25	493.25	.00	(493.25)	.0
201-55-5902 COURIER SERVICE	.00	1,323.43	2,500.00	1,176.57	52.9
201-55-5903 GRANTS	.00	(11,788.00)	11,000.00	22,788.00	(107.2)
TOTAL LIBRARY	30,248.30	359,095.62	418,673.00	59,577.38	85.8
TOTAL FUND EXPENDITURES	223,112.29	4,271,340.10	5,425,991.00	1,154,650.90	78.7
NET REVENUE OVER EXPENDITURES	(62,471.61)	1,605,090.06	61,019.00	(1,544,071.06)	2630.5

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAX REVENUE</u>					
203-01-3130	SALES TAX	66,734.24	661,144.30	678,569.00	17,424.70	97.4
203-01-3312	MOTOR VEHICLE SPEC. OWNERSHIP	.00	.00	90,000.00	90,000.00	.0
203-01-3313	MOTOR VEHICLE REGISTRATION TAX	.00	.00	27,810.00	27,810.00	.0
203-01-3315	MOTOR VEHICLE USE TAX	79,693.85	789,508.73	848,720.00	59,211.27	93.0
203-01-3335	HIGHWAY USERS TAX	29,156.24	448,948.41	305,632.00	(143,316.41)	146.9
203-01-3337	ROAD & BRIDGE TAX	.00	.00	49,000.00	49,000.00	.0
	<u>TOTAL TAX REVENUE</u>	<u>175,584.33</u>	<u>1,899,601.44</u>	<u>1,999,731.00</u>	<u>100,129.56</u>	<u>95.0</u>
	<u>LICENSES & PERMITS</u>					
203-04-3343	STREET CUT PERMITS	.00	1,450.00	250.00	(1,200.00)	580.0
203-04-3350	DEVELOPER ROAD FEE ESCROW	.00	600.00	.00	(600.00)	.0
203-04-3376	BP ROAD IMPACT FEE	17,136.00	168,857.20	.00	(168,857.20)	.0
	<u>TOTAL LICENSES & PERMITS</u>	<u>17,136.00</u>	<u>170,907.20</u>	<u>250.00</u>	<u>(170,657.20)</u>	<u>68362.</u>
	<u>MISCELLANEOUS REVENUE</u>					
203-08-3610	INVESTMENT EARNINGS	8,550.50	78,746.70	1,000.00	(77,746.70)	7874.7
203-08-3910	SALE OF ASSETS	.00	3,389.30	1,000.00	(2,389.30)	338.9
	<u>TOTAL MISCELLANEOUS REVENUE</u>	<u>8,550.50</u>	<u>82,136.00</u>	<u>2,000.00</u>	<u>(80,136.00)</u>	<u>4106.8</u>
	<u>TOTAL FUND REVENUE</u>	<u>201,270.83</u>	<u>2,152,644.64</u>	<u>2,001,981.00</u>	<u>(150,663.64)</u>	<u>107.5</u>

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATIVE</u>					
203-15-5100	WAGES & SALARIES	18,010.39	197,318.33	244,877.82	47,559.49	80.6
203-15-5102	BENEFITS	5,012.26	52,440.23	69,935.00	17,494.77	75.0
203-15-5214	OFFICE SUPPLIES	172.94	1,260.42	.00	(1,260.42)	.0
203-15-5345	TELEPHONE SERVICES	.00	106.74	.00	(106.74)	.0
	TOTAL ADMINISTRATIVE	23,195.59	251,125.72	314,812.82	63,687.10	79.8
	<u>OPERATING</u>					
203-34-5100	WAGES & SALARIES	23,487.10	276,927.74	348,964.18	72,036.44	79.4
203-34-5102	BENEFITS	10,144.48	75,714.00	118,227.00	42,513.00	64.0
203-34-5233	R&M- MACHINERY & EQUIP. PARTS	.00	(3,154.91)	.00	3,154.91	.0
203-34-5240	STREET PAINT, SIGNS, & PARTS	2,706.56	17,598.61	35,000.00	17,401.39	50.3
203-34-5241	SHOP SUPPLIES	.00	(131.63)	.00	131.63	.0
203-34-5341	ELECTRICITY	36,799.42	171,106.64	196,930.00	25,823.36	86.9
203-34-5342	WATER	2,404.10	12,714.24	6,000.00	(6,714.24)	211.9
203-34-5370	PPE ALLOWANCE	173.97	3,394.70	4,300.00	905.30	79.0
203-34-5397	WEED CONTROL	.00	1,343.50	6,000.00	4,656.50	22.4
203-34-5422	SMALL TOOLS	29.13	2,740.21	3,400.00	659.79	80.6
203-34-5423	SAND & GRAVEL & ROADBASE	.00	7,414.40	.00	(7,414.40)	.0
203-34-5424	FABRICATED MATERIAL (ASPHALT)	.00	2,141.08	10,000.00	7,858.92	21.4
203-34-5425	STREET MAINT.-CRACK SEAL,ETC.	.00	.00	35,000.00	35,000.00	.0
203-34-5426	WEATHER RESPONSE MANAGEMENT	.00	7,606.40	8,000.00	393.60	95.1
203-34-5427	SNOW MANAGEMENT MATERIALS	804.45	6,093.86	30,000.00	23,906.14	20.3
203-34-5453	R&M SUPPLIES - STREET SWEEPER	137.38	549.54	6,000.00	5,450.46	9.2
203-34-5456	MOSQUITO CONTROL	.00	3,800.00	.00	(3,800.00)	.0
203-34-5533	EQUIPMENT RENTAL	.00	3,118.45	3,000.00	(118.45)	104.0
203-34-5562	COUNTY CLERK FEES	.00	.00	33,600.00	33,600.00	.0
203-34-5941	SAFETY & FIRST AID KITS	.00	1,472.28	5,000.00	3,527.72	29.5
	TOTAL OPERATING	76,686.59	590,449.11	849,421.18	258,972.07	69.5
	TOTAL FUND EXPENDITURES	99,882.18	841,574.83	1,164,234.00	322,659.17	72.3
	NET REVENUE OVER EXPENDITURES	101,388.65	1,311,069.81	837,747.00	(473,322.81)	156.5

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
204-02-3444	BP RAW WATER FEE	121,618.00	213,548.00	.00	(213,548.00)	.0
204-02-3446	TAP FEES	10,437.00	544,991.00	834,960.00	289,969.00	65.3
	TOTAL CONTRIBUTED CAPITAL	132,055.00	758,539.00	834,960.00	76,421.00	90.9
	<u>OPERATING REVENUE</u>					
204-03-3441	WATER SALES	262,027.28	3,999,604.73	5,307,980.00	1,308,375.27	75.4
204-03-3442	SHUT-OFF/RECON./LATE/NSF/TRANS	4,145.00	26,119.72	24,786.00	(1,333.72)	105.4
204-03-3443	HYDRANT WATER SALES	.00	127.68	.00	(127.68)	.0
204-03-3447	BULK WATER SALES	5,233.76	25,286.36	.00	(25,286.36)	.0
204-03-3448	WATER METER FEE	.00	450.00	.00	(450.00)	.0
	TOTAL OPERATING REVENUE	271,406.04	4,051,588.49	5,332,766.00	1,281,177.51	76.0
	<u>NON-OPERATING REVENUE</u>					
204-04-3610	INVESTMENT EARNINGS	71,790.46	728,019.73	41,474.00	(686,545.73)	1755.4
204-04-3650	LOAN PROCEEDS	.00	10,031,489.23	13,350,761.00	3,319,271.77	75.1
204-04-3910	SALE OF ASSETS	.00	161.69	.00	(161.69)	.0
	TOTAL NON-OPERATING REVENUE	71,790.46	10,759,670.65	13,392,235.00	2,632,564.35	80.3
	TOTAL FUND REVENUE	475,251.50	15,569,798.14	19,559,961.00	3,990,162.86	79.6

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>						
204-15-5100	WAGES & SALARIES	29,751.37	352,024.01	395,899.00	43,874.99	88.9
204-15-5102	BENEFITS	7,988.26	89,387.73	122,244.00	32,856.27	73.1
	TOTAL ADMINISTRATIVE	37,739.63	441,411.74	518,143.00	76,731.26	85.2
<u>OPERATING</u>						
204-34-5100	WAGES & SALARIES	28,975.13	432,434.07	481,126.00	48,691.93	89.9
204-34-5102	BENEFITS	11,264.80	150,883.12	206,895.00	56,011.88	72.9
204-34-5221	CHEMICALS	7,714.40	174,913.80	250,000.00	75,086.20	70.0
204-34-5227	PLANT UTILITIES	1,182.50	15,486.07	28,000.00	12,513.93	55.3
204-34-5229	DRINKING WATER PROGRAM FEE	.00	2,430.00	2,000.00	(430.00)	121.5
204-34-5231	FUEL, OIL & GREASE	421.96	15,773.37	7,500.00	(8,273.37)	210.3
204-34-5233	R&M- MACHINERY & EQUIP. PARTS	206.42	893.91	15,000.00	14,106.09	6.0
204-34-5241	SHOP SUPPLIES	31.26	1,670.74	1,500.00	(170.74)	111.4
204-34-5334	WATER TESTING	2,036.50	59,893.56	80,000.00	20,106.44	74.9
204-34-5339	ON-LINE UTILITY BILL PAY-FEES	2,433.79	26,882.78	27,000.00	117.22	99.6
204-34-5341	ELECTRICITY	11,139.28	71,199.41	80,000.00	8,800.59	89.0
204-34-5345	TELEPHONE SERVICE	230.28	905.06	700.00	(205.06)	129.3
204-34-5352	LEGAL SERVICES	16.50	3,909.00	30,000.00	26,091.00	13.0
204-34-5356	PROFESSIONAL SERVICES	1,434.37	48,585.99	60,000.00	11,414.01	81.0
204-34-5370	PPE ALLOWANCE	66.43	17,792.54	28,000.00	10,207.46	63.5
204-34-5380	PROFESSIONAL DEVELOPMENT	989.18	7,345.65	13,610.00	6,264.35	54.0
204-34-5384	INTERNET SERVICE	208.56	1,308.34	2,200.00	891.66	59.5
204-34-5422	SMALL TOOLS	163.20	4,849.26	8,000.00	3,150.74	60.6
204-34-5423	SAND & GRAVEL & ROAD BASE	.00	.00	4,000.00	4,000.00	.0
204-34-5430	DISTRIBUTION SYS EMR REPAIR	.00	.00	15,000.00	15,000.00	.0
204-34-5433	R&M SUPP. / SERV. PLANT	5,631.84	103,931.67	120,000.00	16,068.33	86.6
204-34-5434	R&M SUPP. / SERV. LINES	10,310.40	45,447.62	80,000.00	34,552.38	56.8
204-34-5435	R&M SUPP. / SERV. HYDRANTS	158.74	2,465.40	.00	(2,465.40)	.0
204-34-5437	R&M SCADA REPAIR	230.00	27,538.50	25,000.00	(2,538.50)	110.2
204-34-5440	SLUDGE REMOVAL	.00	46,399.50	285,000.00	238,600.50	16.3
204-34-5455	LAB SUPPLIES	6,564.00	21,267.10	12,500.00	(8,767.10)	170.1
204-34-5512	INSURANCE-PROPERTY RELATED	.00	(30,685.98)	.00	30,685.98	.0
204-34-5533	EQUIPMENT RENTAL	.00	.00	2,500.00	2,500.00	.0
204-34-5560	COUNTY TREAS. FEES	.00	.00	2,500.00	2,500.00	.0
204-34-5593	RAW WATER PURCHASES	.00	2,158,206.37	2,300,000.00	141,793.63	93.8
204-34-5597	RAW WATER FEES AND ASSESSMENTS	.00	16,093.00	27,000.00	10,907.00	59.6
204-34-5825	HYDRANT METER	.00	471.56	.00	(471.56)	.0
204-34-5903	WATER METERS - NEW HOMES	.00	54,735.80	30,000.00	(24,735.80)	182.5
204-34-5941	SAFETY & FIRST AID KITS	960.98	2,009.56	3,000.00	990.44	67.0
204-34-5963	METER REPLACEMENT	.00	14,382.00	.00	(14,382.00)	.0
204-34-5969	LAB EQUIPMENT (TURBIDOMETER)	1,004.62	17,831.98	20,000.00	2,168.02	89.2
	TOTAL OPERATING	93,375.14	3,517,250.75	4,248,031.00	730,780.25	82.8

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
204-90-5612	BERKADIA - BOND PRINCIPAL	28,000.00	28,000.00	27,000.00	(1,000.00)	103.7
204-90-5613	CWCB LOAN-PRINCIPAL	.00	.00	53,248.00	53,248.00	.0
204-90-5622	BERKADIA - BOND INTEREST	700.00	1,400.00	2,750.00	1,350.00	50.9
204-90-5623	CWCB LOAN-INTEREST	.00	.00	4,345.00	4,345.00	.0
204-90-5630	CWRPDA 2019 SERIES A PRINCIPAL	.00	1,068,483.00	1,049,857.00	(18,626.00)	101.8
204-90-5631	CWRPDA 2019 SERIES A INTEREST	.00	393,216.24	414,466.00	21,249.76	94.9
	TOTAL DEBT SERVICE	28,700.00	1,491,099.24	1,551,666.00	60,566.76	96.1
	TOTAL FUND EXPENDITURES	159,814.77	5,449,761.73	6,317,840.00	868,078.27	86.3
	NET REVENUE OVER EXPENDITURES	315,436.73	10,120,036.41	13,242,121.00	3,122,084.59	76.4

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
205-02-3446	TAP FEES	9,742.00	502,687.00	779,360.00	276,673.00	64.5
	TOTAL CONTRIBUTED CAPITAL	9,742.00	502,687.00	779,360.00	276,673.00	64.5
	<u>OPERATING REVENUE</u>					
205-03-3445	SEWER USER FEES	180,249.31	2,006,675.87	2,507,634.00	500,958.13	80.0
	TOTAL OPERATING REVENUE	180,249.31	2,006,675.87	2,507,634.00	500,958.13	80.0
	<u>NON-OPERATING REVENUE</u>					
205-04-3610	INVESTMENT EARNINGS	36,069.32	365,773.72	28,413.00	(337,360.72)	1287.4
205-04-3640	LOAN / BOND PLANT EXPANSION	.00	.00	24,386,515.00	24,386,515.00	.0
205-04-3650	BOND/LOAN PROCEEDS	1,223,203.84	16,642,692.72	.00	(16,642,692.72)	.0
205-04-3910	SALE OF ASSETS	.00	8.00	.00	(8.00)	.0
	TOTAL NON-OPERATING REVENUE	1,259,273.16	17,008,474.44	24,414,928.00	7,406,453.56	69.7
	TOTAL FUND REVENUE	1,449,264.47	19,517,837.31	27,701,922.00	8,184,084.69	70.5

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATIVE</u>					
205-15-5100	WAGES & SALARIES	29,751.37	351,866.36	395,899.00	44,032.64	88.9
205-15-5102	BENEFITS	7,988.22	89,239.93	121,110.00	31,870.07	73.7
	TOTAL ADMINISTRATIVE	37,739.59	441,106.29	517,009.00	75,902.71	85.3
	<u>OPERATING</u>					
205-34-5100	WAGES & SALARIES	36,001.89	372,557.12	447,250.00	74,692.88	83.3
205-34-5102	BENEFITS	14,941.04	141,982.05	158,091.00	16,108.95	89.8
205-34-5221	CHEMICALS	.00	18,792.24	70,000.00	51,207.76	26.9
205-34-5228	STATE DISCHARGE PERMIT	.00	3,463.88	5,000.00	1,536.12	69.3
205-34-5231	FUEL, OIL & GREASE	584.02	8,381.29	8,500.00	118.71	98.6
205-34-5233	R&M- MACHINERY & EQUIP. PARTS	1,212.33 (	11,547.99)	30,000.00	41,547.99 (	38.5)
205-34-5241	SHOP SUPPLIES	.00	411.66	1,500.00	1,088.34	27.4
205-34-5339	ON-LINE UTILITY BILL PAY FEES	1,733.41	19,221.58	20,000.00	778.42	96.1
205-34-5341	ELECTRICITY	28,477.66	174,920.42	129,035.00 (	45,885.42)	135.6
205-34-5342	WATER	976.07	2,640.92	1,200.00 (	1,440.92)	220.1
205-34-5344	NATURAL GAS	1,246.38	11,678.73	7,500.00 (	4,178.73)	155.7
205-34-5356	PROFESSIONAL SERVICES	549.38	26,251.63	60,000.00	33,748.37	43.8
205-34-5370	PPE ALLOWANCE	.00	5,848.76	8,500.00	2,651.24	68.8
205-34-5380	PROFESSIONAL DEVELOPMENT	185.00	9,063.44	13,460.00	4,396.56	67.3
205-34-5384	INTERNET SERVICE	268.56	1,766.21	1,300.00 (	466.21)	135.9
205-34-5422	SMALL TOOLS	.00	391.35	6,000.00	5,608.65	6.5
205-34-5423	SAND & GRAVEL & ROAD BASE	.00	.00	4,000.00	4,000.00	.0
205-34-5431	R&M PUMPS	.00	.00	25,000.00	25,000.00	.0
205-34-5432	R&M SCADA	1,836.50	13,955.93	25,000.00	11,044.07	55.8
205-34-5433	R&M SUPP. / SERV. PLANT	2,198.84	53,973.77	65,000.00	11,026.23	83.0
205-34-5434	R&M SUPP. / SERV. LINES	7,423.98	11,720.77	20,000.00	8,279.23	58.6
205-34-5435	PROPANE	.00	.00	5,000.00	5,000.00	.0
205-34-5436	COLLECTION SYSTEM EMER. REPAIR	.00	.00	15,000.00	15,000.00	.0
205-34-5440	SLUDGE DISPOSAL	2,052.00	36,540.00	50,000.00	13,460.00	73.1
205-34-5455	LAB SUPPLIES	505.02	7,839.85	5,000.00 (	2,839.85)	156.8
205-34-5512	INSURANCE-PROPERTY RELATED	2,349.86	6,016.20	.00 (	6,016.20)	.0
205-34-5533	EQUIPMENT RENTAL	.00	.00	2,500.00	2,500.00	.0
205-34-5554	SEWER TESTING	1,075.60	28,773.31	40,000.00	11,226.69	71.9
205-34-5941	SAFETY & FIRST AID KITS	351.20	2,012.27	3,000.00	987.73	67.1
205-34-5969	LAB EQUIPMENT	.00	1,324.37	6,500.00	5,175.63	20.4
	TOTAL OPERATING	103,968.74	947,979.76	1,233,336.00	285,356.24	76.9

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
205-90-5616	2014 WWTP BONDS - PRINCIPAL	.00	500.00	.00	(500.00)	.0
205-90-5618	2022 LOAN W22AX116 - PRINCIPAL	.00	447,699.00	618,315.00	170,616.00	72.4
205-90-5619	2022 LOAN W22AX116 - INTEREST	.00	1,399,078.34	1,249,115.00	(149,963.34)	112.0
205-90-5621	2022 GPR LOAN PRINCIPAL	.00	47,151.26	47,151.00	(.26)	100.0
205-90-5622	2022 GPR LOAN INTEREST	.00	26,200.28	26,200.00	(.28)	100.0
	TOTAL DEBT SERVICE	.00	1,920,628.88	1,940,781.00	20,152.12	99.0
	TOTAL FUND EXPENDITURES	141,708.33	3,309,714.93	3,691,126.00	381,411.07	89.7
	NET REVENUE OVER EXPENDITURES	1,307,556.14	16,208,122.38	24,010,796.00	7,802,673.62	67.5

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
207-02-3451	TOW STRM DRN BP IMPACT	5,386.74	38,653.97	35,000.00	(3,653.97)	110.4
207-02-3453	AUTH STORM DRN BP IMPACT	10,773.49	60,027.93	35,200.00	(24,827.93)	170.5
	TOTAL CONTRIBUTED CAPITAL	16,160.23	98,681.90	70,200.00	(28,481.90)	140.6
	<u>OPERATING REVENUE</u>					
207-03-3449	TOW STORM DRAIN UTILITY FEES	22,805.26	250,502.13	270,400.00	19,897.87	92.6
207-03-3452	AUTH STORM DRAIN UTILITY FEES	34,687.16	378,799.30	403,322.00	24,522.70	93.9
	TOTAL OPERATING REVENUE	57,492.42	629,301.43	673,722.00	44,420.57	93.4
	<u>MISCELLANEOUS REVENUE</u>					
207-08-3364	GRANT	.00	97,678.69	60,000.00	(37,678.69)	162.8
207-08-3610	INVESTMENT EARNINGS	4,675.17	47,410.21	3,500.00	(43,910.21)	1354.6
207-08-3690	MISCELLANEOUS REVENUE	.00	16.98	.00	(16.98)	.0
	TOTAL MISCELLANEOUS REVENUE	4,675.17	145,105.88	63,500.00	(81,605.88)	228.5
	TOTAL FUND REVENUE	78,327.82	873,089.21	807,422.00	(65,667.21)	108.1

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>					
207-15-5100 WAGES & SALARIES	7,139.57	80,771.77	101,666.77	20,895.00	79.5
207-15-5102 BENEFITS	2,017.88	21,164.45	.00	(21,164.45)	.0
TOTAL ADMINISTRATIVE	9,157.45	101,936.22	101,666.77	(269.45)	100.3
<u>OPERATING</u>					
207-34-5100 WAGES & SALARIES	3,501.82	35,822.79	55,514.23	19,691.44	64.5
207-34-5102 BENEFITS	1,482.66	13,740.33	30,063.00	16,322.67	45.7
207-34-5231 FUEL, OIL & GREASE	.00	2,960.28	2,000.00	(960.28)	148.0
207-34-5339 ON-LINE UTILITY BILL PAY-FEE	626.54	7,008.18	6,500.00	(508.18)	107.8
207-34-5341 ELECTRICITY	77.22	767.10	710.00	(57.10)	108.0
207-34-5356 PROFESSIONAL SERVICES	.00	.00	20,000.00	20,000.00	.0
207-34-5522 AUTHORITY UTILITIES PAYMENTS	.00	378,082.26	403,322.00	25,239.74	93.7
207-34-5524 AUTHORITY BP IMPACT PAYMENTS	.00	37,400.00	35,200.00	(2,200.00)	106.3
207-34-5533 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
TOTAL OPERATING	5,688.24	475,780.94	554,309.23	78,528.29	85.8
TOTAL FUND EXPENDITURES	14,845.69	577,717.16	655,976.00	78,258.84	88.1
NET REVENUE OVER EXPENDITURES	63,482.13	295,372.05	151,446.00	(143,926.05)	195.0

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
209-08-3610	INVESTMENT EARNINGS	3,063.01	39,111.57	.00	(39,111.57)	.0
	TOTAL MISCELLANEOUS REVENUE	3,063.01	39,111.57	.00	(39,111.57)	.0
	TOTAL FUND REVENUE	3,063.01	39,111.57	.00	(39,111.57)	.0
	NET REVENUE OVER EXPENDITURES	3,063.01	39,111.57	.00	(39,111.57)	.0

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAX REVENUE</u>					
210-01-3130	SALES TAX	54,610.68	541,116.14	555,193.00	14,076.86	97.5
210-01-3140	USE TAX BUILDING MATERIALS	208,942.00	208,942.00	231,440.00	22,498.00	90.3
210-01-3315	MOTOR VEHICLE USE TAX	16,322.84	181,273.08	212,180.00	30,906.92	85.4
210-01-3700	OPEN SPACE SALES TAX	37,943.41	380,357.02	381,600.00	1,242.98	99.7
	TOTAL TAX REVENUE	317,818.93	1,311,688.24	1,380,413.00	68,724.76	95.0
	<u>BUILDING PERMITS</u>					
210-02-3381	TRAIL IMPACT FEE	.00	21,600.00	.00	(21,600.00)	.0
210-02-3620	BP PARK IMPACT FEE	.00	48,000.00	.00	(48,000.00)	.0
	TOTAL BUILDING PERMITS	.00	69,600.00	.00	(69,600.00)	.0
	<u>RECREATION PROGRAM FEES</u>					
210-05-3175	RECREATION FEES	57.00	64,155.20	32,000.00	(32,155.20)	200.5
210-05-3177	BATTING CAGES FEES/SALES	.00	1,979.00	.00	(1,979.00)	.0
	TOTAL RECREATION PROGRAM FEES	57.00	66,134.20	32,000.00	(34,134.20)	206.7
	<u>MISCELLANEOUS REVENUE</u>					
210-08-3505	MISC. GRANTS / CONTRIBUTIONS	.00	9,248.00	.00	(9,248.00)	.0
210-08-3610	INVESTMENT EARNINGS	12,330.69	123,612.68	20,000.00	(103,612.68)	618.1
210-08-3910	SALE OF ASSETS	.00	11.00	.00	(11.00)	.0
	TOTAL MISCELLANEOUS REVENUE	12,330.69	132,871.68	20,000.00	(112,871.68)	664.4
	TOTAL FUND REVENUE	330,206.62	1,580,294.12	1,432,413.00	(147,881.12)	110.3

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATIVE</u>					
210-15-5100	WAGES & SALARIES	12,258.76	133,990.72	173,697.00	39,706.28	77.1
210-15-5102	BENEFITS	3,437.17	35,001.32	39,383.00	4,381.68	88.9
210-15-5335	DUES & SUBSCRIPTIONS	.00	25.00	.00	(25.00)	.0
	TOTAL ADMINISTRATIVE	15,695.93	169,017.04	213,080.00	44,062.96	79.3
	<u>OPERATING</u>					
210-34-5100	WAGES & SALARIES	17,407.72	184,211.66	241,355.00	57,143.34	76.3
210-34-5101	SEASONALS	2,590.97	15,313.44	30,110.00	14,796.56	50.9
210-34-5102	BENEFITS	6,110.56	58,779.18	73,892.00	15,112.82	79.6
210-34-5214	OFFICE SUPPLIES	.00	40.37	.00	(40.37)	.0
210-34-5221	POND CHEMICALS	2,236.62	2,236.62	5,000.00	2,763.38	44.7
210-34-5231	FUEL, OIL & GREASE	1,797.07	15,067.25	6,000.00	(9,067.25)	251.1
210-34-5233	R&M- MACHINERY & EQUIP. PARTS	2,932.44	15,730.23	18,000.00	2,269.77	87.4
210-34-5234	IRRIG. WATER ASSESSMENTS	.00	1,140.00	.00	(1,140.00)	.0
210-34-5237	IRRIG. SYS. SUPPLIES/REPAIRS	.00	13,851.35	10,000.00	(3,851.35)	138.5
210-34-5239	WELLS & WELL HOUSES	.00	8,539.51	10,000.00	1,460.49	85.4
210-34-5241	SHOP SUPPLIES	.00	1,242.73	2,200.00	957.27	56.5
210-34-5252	TREE REPLACEMENT & TRIMMING	14,055.00	14,728.73	35,000.00	20,271.27	42.1
210-34-5253	TREE SPRAYING	.00	5,427.89	30,000.00	24,572.11	18.1
210-34-5254	PARKS PLAYGROUND & GENERAL R&M	1,399.90	25,408.73	30,000.00	4,591.27	84.7
210-34-5341	IRRIGATION ELECTRICITY	227.62	2,595.91	10,000.00	7,404.09	26.0
210-34-5342	WATER	4,460.21	35,882.84	16,169.00	(19,713.84)	221.9
210-34-5343	SEWER	55.48	1,377.27	840.00	(537.27)	164.0
210-34-5344	NATURAL GAS	110.93	1,472.82	850.00	(622.82)	173.3
210-34-5346	STORM DRAINAGE	254.08	2,794.88	2,800.00	5.12	99.8
210-34-5356	PROFESSIONAL SERVICES	.00	520.00	3,000.00	2,480.00	17.3
210-34-5365	TOILET RENTAL	1,546.58	16,549.92	11,000.00	(5,549.92)	150.5
210-34-5366	SERVICES - PARKS & LAWN CARE	.00	66,697.00	80,000.00	13,303.00	83.4
210-34-5370	PPE ALLOWANCE	.00	1,582.97	1,500.00	(82.97)	105.5
210-34-5372	UNIFORMS	482.87	993.83	2,500.00	1,506.17	39.8
210-34-5380	PROFESSIONAL DEVELOPMENT	.00	3,027.49	4,000.00	972.51	75.7
210-34-5397	WEED CONTROL	.00	.00	200.00	200.00	.0
210-34-5420	SMALL PARKS EQUIPMENT	.00	3.79	.00	(3.79)	.0
210-34-5422	SMALL TOOLS	.00	2,132.00	4,500.00	2,368.00	47.4
210-34-5423	SAND, GRAVEL, MULCH	.00	7,293.55	12,000.00	4,706.45	60.8
210-34-5512	INSURANCE-PROPERTY RELATED	.00	(13,338.73)	.00	13,338.73	.0
210-34-5533	EQUIPMENT RENTAL	.00	572.25	1,000.00	427.75	57.2
210-34-5562	COUNTY CLERK FEES	.00	.00	7,000.00	7,000.00	.0
210-34-5941	SAFETY & FIRST AID KITS	.00	784.77	3,000.00	2,215.23	26.2
210-34-5942	MINOR PARK IMPROVEMENTS	1,069.04	14,363.37	30,000.00	15,636.63	47.9
	TOTAL OPERATING	56,737.09	507,023.62	681,916.00	174,892.38	74.4

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>						
210-51-5100	WAGES & SALARIES	14,727.94	202,372.17	171,335.00	(31,037.17)	118.1
210-51-5101	SEASONALS	3,974.96	53,597.18	88,093.00	34,495.82	60.8
210-51-5102	BENEFITS	6,035.65	77,765.26	76,492.00	(1,273.26)	101.7
210-51-5130	START SMART BASEBALL	800.00	800.00	800.00	.00	100.0
210-51-5131	START SMART BASKETBALL	640.00	640.00	640.00	.00	100.0
210-51-5132	START SMART FLAG FOOTBALL	912.00	912.00	960.00	48.00	95.0
210-51-5133	START SMART SOCCER	1,424.00	1,424.00	1,480.00	56.00	96.2
210-51-5135	YOUTH SPORTS APPAREL	.00	4,557.72	5,000.00	442.28	91.2
210-51-5140	YOUTH SOCCER	264.92	1,883.87	4,470.00	2,586.13	42.1
210-51-5142	YOUTH FOOTBALL	.00	1,844.88	1,500.00	(344.88)	123.0
210-51-5144	YOUTH BASEBALL	3,412.44	8,224.62	12,850.00	4,625.38	64.0
210-51-5145	YOUTH SOFTBALL	.00	1,045.00	2,900.00	1,855.00	36.0
210-51-5146	YOUTH BASKETBALL	.00	471.30	1,025.00	553.70	46.0
210-51-5148	YOUTH VOLLEYBALL	.00	328.59	1,677.00	1,348.41	19.6
210-51-5149	YOUTH TENNIS	.00	1,067.61	480.00	(587.61)	222.4
210-51-5158	ADULT KICKBALL	.00	.00	475.00	475.00	.0
210-51-5161	ADULT TENNIS	.00	1,107.14	480.00	(627.14)	230.7
210-51-5162	ADULT SOFTBALL	5,618.84	8,450.30	5,775.00	(2,675.30)	146.3
210-51-5164	ADULT VOLLEYBALL	.00	139.83	1,300.00	1,160.17	10.8
210-51-5165	NCSO REFEREES ADMIN FEE	625.00	8,110.00	8,000.00	(110.00)	101.4
210-51-5166	INSTRUCTOR/OFFICIAL FEES	940.60	17,530.80	30,000.00	12,469.20	58.4
210-51-5168	COMPUTER EQUIP./SOFTWARE	701.40	10,073.85	13,230.00	3,156.15	76.1
210-51-5181	REC. PROG. SUPPLIES/EXP.	129.94	6,392.87	15,000.00	8,607.13	42.6
210-51-5183	BATTING CAGES - MAINT. & OPER.	.00	6,050.00	10,500.00	4,450.00	57.6
210-51-5185	BALL FIELD/CAGE ELECTRICITY	5,365.30	14,518.38	14,000.00	(518.38)	103.7
210-51-5186	INFIELD MIX	.00	4,802.31	13,000.00	8,197.69	36.9
210-51-5223	OPERATING SUPPLIES	11.00	380.30	3,000.00	2,619.70	12.7
210-51-5372	STAFF UNIFORMS	.00	166.50	2,500.00	2,333.50	6.7
210-51-5380	PROFESSIONAL DEVELOPMENT	.00	3,152.88	4,500.00	1,347.12	70.1
210-51-5392	GYM RENTAL	2,091.00	8,755.50	14,378.00	5,622.50	60.9
210-51-5401	MARKETING SERVICES	.00	5,060.41	13,000.00	7,939.59	38.9
TOTAL RECREATION		47,674.99	451,625.27	518,840.00	67,214.73	87.1
<u>DEBT SERVICE</u>						
210-90-5630	WCP - PRINCIPAL	21,322.37	232,501.21	.00	(232,501.21)	.0
210-90-5632	WCP - INTEREST	1,132.62	14,503.68	.00	(14,503.68)	.0
TOTAL DEBT SERVICE		22,454.99	247,004.89	.00	(247,004.89)	.0
TOTAL FUND EXPENDITURES		142,563.00	1,374,670.82	1,413,836.00	39,165.18	97.2
NET REVENUE OVER EXPENDITURES		187,643.62	205,623.30	18,577.00	(187,046.30)	1106.9

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL EXPENDITURES</u>					
211-80-4006 OLD TOWN STREET REPAIRS	.00	313,879.84	505,000.00	191,120.16	62.2
211-80-4007 NEWER SUBDIVISON SEAL COAT	.00	22,500.00	102,900.00	80,400.00	21.9
211-80-4010 WATER PLANT EXPANSION CONSTRUC	3,125,856.68	13,729,601.00	17,394,004.00	3,664,403.00	78.9
211-80-4014 WILSON WELL IMPROVEMENTS	.00	8,300.90	68,000.00	59,699.10	12.2
211-80-4015 BULK WATER DISPENSER	.00	43,592.66	60,492.56	16,899.90	72.1
211-80-4018 FIRE HYDRANT REPLACEMENT	.00	9,704.50	72,600.00	62,895.50	13.4
211-80-4022 NANO PLANT EXPANSION	.00	2,578.01	46,411.76	43,833.75	5.6
211-80-4026 WATER SOURCE DEVELOPMENT	.00	.00	125,000.00	125,000.00	.0
211-80-4038 OLD TOWN STREET REPAIR	.00	66,423.40	66,300.00	(123.40)	100.2
211-80-4039 STORM DRAIN & PAN REPLACEMENTS	.00	16,143.32	37,079.00	20,935.68	43.5
211-80-4054 TRACT F	.00	.00	75,000.00	75,000.00	.0
211-80-4059 FILTER MEDIA REPLACEMENT	.00	9,700.00	117,750.00	108,050.00	8.2
211-80-4061 WWTP EXPANSION DESIGN	33,026.13	726,293.00	940,888.00	214,595.00	77.2
211-80-4065 B-DAMS IMPROVEMENT	.00	.00	113,534.00	113,534.00	.0
211-80-4083 WWTP EXPANSION CONSTRUCTION	17,355.99	17,097,331.64	24,386,515.00	7,289,183.36	70.1
211-80-4085 LIGHTENING PROTECTION	.00	42,930.00	115,000.00	72,070.00	37.3
211-80-4089 VIEWPOINT LIFT STATION UPGRADE	.00	22,376.35	200,000.00	177,623.65	11.2
211-80-4091 SEWER OVER - SIZING REIM	.00	14,025.00	12,375.00	(1,650.00)	113.3
211-80-5001 VEHICLE REPLACEMENT	.00	.00	35,000.00	35,000.00	.0
211-80-5013 WATER EFFICIENCY PROGRAM	.00	79,668.70	168,434.83	88,766.13	47.3
211-80-5021 LEAK REPAIR TRAILER	.00	(1,315.06)	.00	1,315.06	.0
211-80-5022 CLEVELAND AVE IMPROVEMENTS	56,200.00	84,244.48	350,000.00	265,755.52	24.1
211-80-5023 STREET AND SIDEWALK SAFTEY IMP	.00	.00	100,000.00	100,000.00	.0
211-80-5024 TRANSPORTATION MASTER PLAN	.00	.00	60,000.00	60,000.00	.0
211-80-5025 ROAD REIMBURSEMENT-RR	5,027.60	24,705.52	208,800.00	184,094.48	11.8
211-80-5026 ADA LIFT IN MSB	.00	.00	40,000.00	40,000.00	.0
211-80-5027 BOX ELDER CREEK	.00	19,419.50	45,000.00	25,580.50	43.2
211-80-5028 OUTFALL FOR CLEVELAND AVE IMP	.00	.00	150,000.00	150,000.00	.0
211-80-5029 VEHICLE REPLACEMENT	.00	.00	35,000.00	35,000.00	.0
211-80-5030 2 MG TANK COATING	72,269.56	116,825.26	1,300,000.00	1,183,174.74	9.0
211-80-5031 TANK AERATION STUDY	.00	.00	75,000.00	75,000.00	.0
211-80-5032 PRE-TREATMENT FACILITY - SECUR	.00	.00	50,000.00	50,000.00	.0
211-80-5033 PRE-TREATMENT FACILITY - CONCR	.00	.00	20,000.00	20,000.00	.0
211-80-5034 WRF MCC EQUIPMENT COOLING SYS	.00	19,560.00	20,000.00	440.00	97.8
211-80-5036 WATER PURCHASES	.00	.00	2,350,000.00	2,350,000.00	.0
211-80-5037 HOUSING NEEDS ASSESSMENT	.00	.00	70,000.00	70,000.00	.0
211-80-5038 ADA COMMUNITY IMPROVEMENTS	.00	.00	20,000.00	20,000.00	.0
211-80-5039 SPLASHPAD CHEMICAL ROOM UPGRA	.00	.00	125,000.00	125,000.00	.0
211-80-5040 IRRIGATION SYSTEM UPGRADES	.00	2,906.28	25,000.00	22,093.72	11.6
TOTAL CAPITAL EXPENDITURES	3,309,735.96	32,471,394.30	49,686,084.15	17,214,689.85	65.4
TOTAL FUND EXPENDITURES	3,309,735.96	32,471,394.30	49,686,084.15	17,214,689.85	65.4
NET REVENUE OVER EXPENDITURES	(3,309,735.96)	(32,471,394.30)	(49,686,084.15)	(17,214,689.85)	(65.4)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

LIBRARY TRUST FUND

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