



BOARD OF TRUSTEES
February 27, 2024
6:00 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Work Session and Regular Meeting Agenda

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

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Webinar ID: 848 7116 2393

A. WORK SESSION

1. Comcast Franchise Discussion

B. CALL TO ORDER

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

C. COMMUNITY PARTICIPATION

1. Public Comment

D. LIQUOR LICENSE AUTHORITY BOARD

1. Consent Agenda
 - a. Kum & Go DBA Change Application
 - Presentation: Ethan Muhs, Town Clerk

E. PRESENTATION

1. Larimer County Behavioral Health Presentation
 - Presentation: Laura Walker, Larimer County Human & Economic Health Director
2. Boxelder Basin Regional Stormwater Authority (BBRSA) Presentation
 - Presentation: BBRSA Board Town Appointees: Tim Singewald and Richard Seaworth
3. Town of Wellington 2023 Annual Report
 - Presentation: Patti Garcia, Town Administrator
4. Larimer County Sheriff's Office 2023 Annual Report
 - Presentation: Larimer County Sheriff's Office

F. CONSENT AGENDA

1. February 13, 2024 Regular Meeting Minutes
 - Presentation: Ethan Muhs, Town Clerk
2. Resolution No. 11-2024: A Resolution Amending the Fees Charged for Research and Retrieval of Public Records and Amending the Town's Policy Regarding the Colorado Open Records Act
 - Presentation: Ethan Muhs, Town Clerk

G. ACTION ITEMS

1. Resolution No. 12-2024 - A Resolution Adjusting Appropriations of the Town of Wellington, Colorado for the Fiscal Years Beginning January 1, 2023 and Ending on December 31, 2023, and January 1, 2024 and Ending on December 31, 2024.
 - Presentation: Don Rhoads, Finance Director/Treasurer

2. Ordinance No. 04-2024: An Ordinance Authorizing Collections and Collections Fees for Municipal Court Assessments

- Presentation: Ethan Muhs, Town Clerk

H. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. Monthly Utility Report through 1/31/2024
 - b. December 2023 Report of Bills
 - c. Preliminary December 2023 Treasurer's Report
4. Board Reports

I. ADJOURN

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

**COMCAST OF COLORADO IX, LLC, AND
THE TOWN OF WELLINGTON, COLORADO**

CABLE FRANCHISE AGREEMENT

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**COMCAST OF COLORADO IX, LLC, AND
TOWN OF WELLINGTON, COLORADO**

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 “Access Programming” means the creation and distribution of video programming and other services and signals where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.3 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.4 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.5 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.6 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.7 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.8 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.9 “Cable Act” means Title VI of the Communications Act of 1934, as amended.

1.10 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.11 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.12 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.13 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.13 “Town Board of Trustees” or “Town Board” means the Wellington Board of Trustees, or its successor, the governing body of the Town of Wellington, Colorado.

1.14 “Colorado Communications and Utility Alliance” or “CCUA” means the non-profit entity formed by franchising authorities and/or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.15 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.16 “Designated Access Provider” means the entity or entities designated now or in the future by the Grantor to manage or co-manage Public, Education, and Government Access Channels and facilities. The Grantor may be a Designated Access Provider.

1.17 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service and does not include

Premium Services.

1.18 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.19 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.20 “FCC” means the Federal Communications Commission.

1.21 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.22 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.24 “Franchise Area” means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by the Grantor during the term of this Franchise.

1.25 “Franchise Fee” means that fee payable to the Grantor described in subsection 3.1.

1.26 “Grantee” means Comcast of Colorado IX, LLC, or its lawful successor, transferee or assignee.

1.27 “Grantor” or “Town” or “Town of Wellington” is the Town of Wellington, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.28 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Town. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Town of Wellington;

- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the Town.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Town and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the Town allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and,
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Town of Wellington. The Grantor reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.28 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the Grantor within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.27(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.29 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.30 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.31 "Manager" means the Town Manager of the Grantor or designee.

1.32 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.33 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.34 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling

Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.35 “Right-of-Way” means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas. Parks, trails and open space are not considered Right-of-Way.

1.36 “State” means the State of Colorado.

1.37 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.38 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.39 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.40 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.41 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.42 “Town Administrator” means the individual so designated by the Town Board or such Town Administrator's designee in such individual's official capacity on behalf of the Town.

1.43 “Town Staff” means Town employees and contractors overseen by the Town Administrator as well as Town officers.

1.44 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.45 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

- 1) **Exhibit A**, entitled Customer Service Standards.
- 2) **Exhibit B**, entitled Report Form.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Town of Wellington to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3. Nothing in this Franchise shall be deemed to waive the right of the Grantee to offer such other services as may be permitted by Applicable Law.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, any Charter that may be adopted by the Grantor, and the ordinances and regulations of the Grantor. The Charter and Municipal Code of the Grantor, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Grantor from imposing additional lawful conditions for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town of Wellington that may be required by the Grantor's ordinances and laws;

(2) Any permit, agreement, or authorization required by the Grantor for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including,

by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town of Wellington such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town of Wellington. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Grantor's Rights-of-Way in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, the Grantor is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow Grantor established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety and welfare, the Grantor may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Grantor, or which is installed without prior Grantor approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on _____, 2024 (the "Effective Date"), and shall terminate on _____, 2034 unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Grantor may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Grantor shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Grantor's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Franchising Area. If the Grantor grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the Grantor agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; System build-out requirements; security instruments; Access support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent) and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming services (as defined by the Cable act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section. Nothing in this section 2.6(A) shall allow the Grantee to seek amendment of this Franchise based on (a) any term of any existing Franchise granted by the Grantor to a third party or (b) the absence of any term or terms from an existing Franchise granted by the Grantor to a third party.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall

only be initiated by written notice by the Grantee to the Grantor regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the Grantor and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Grantor grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Grantor shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the Town of Wellington.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Grantor, then:

- (1) Grantee may negotiate with the Grantor to seek Franchise modifications as per Section 2.6(C) above; or
- (2) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,
- (3) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the Grantor a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the Grantor, including the Grantor's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.28, as part of the Franchise Fee audit/review the Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Grantor subscribers during the audit period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Grantor to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Grantor related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed five thousand dollars (\$5,000) for each year of the audit period. The Grantor's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three (3) years after each Franchise Fee payment has been made to the Grantor.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Grantor receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Grantor.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Grantor through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Grantor through the same process that the Franchise was adopted to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the Grantor of such amendment, so long as all cable operators in the Grantor are paying the same Franchise Fee amount.

3.11 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Grantor, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the Grantor. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.12 Financial Records

Grantee agrees to meet with a representative of the Grantor upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records.

3.13 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the letter of credit or other security

provided by the Grantee.

3.14 Additional Commitments Not Franchise Fee Payments

The Public, Educational, and Governmental Capital Contribution pursuant to Section 9.2, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, State and local law, to any agent including, but not limited to, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Grantor's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Grantor to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town of Wellington. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Grantor, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, the Grantor and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Board of Trustees for its approval. If so approved by the Board of Trustees and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.8 Performance Evaluations

(A) The Grantor may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every two (2) years. All such evaluation sessions shall be conducted by the Grantor.

(B) Special evaluation sessions may be held at any time by the Grantor during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in any manner within the discretion of the Grantor. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Grantor, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Grantor or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the Grantor and shall provide such information and documents as the Grantor may reasonably require to perform the evaluation.

4.9 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Board of Trustees acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.10 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under

this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the Grantor. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, pandemics, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Town of Wellington and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the Grantor to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the Grantor with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the Grantor, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor. Grantee shall not be obligated to indemnify the Grantor to the extent of the Grantor's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the Grantor for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Grantor arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Grantor.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the Grantor in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited

by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Grantor or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses or other costs that Grantor may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for Town's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Grantor without the Grantor's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Grantor in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Grantor's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Grantor Attorney or his/her assistants or any employees of the Grantor or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Grantor by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. §24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and four million dollars (\$4,000,000.00) annual aggregate. Such insurance shall cover liability for premises, operations, independent contractors, products/completed operations, personal and advertising injury, and the tort liability of another assumed in a business contract. Such policy shall provide completed operations coverage for additional insured and shall have cross liability coverage either by way of a separation of insureds clause or otherwise. There shall be a waiver of subrogation and rights of recovery against the Grantor, its officers, officials and employees. Coverage shall apply

as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum single limits for bodily injury and property damage of two million dollars (\$2,000,000.00) each accident with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. These requirements can be satisfied by providing either excess liability or umbrella liability coverage consistent with the requirements described in subsection (1) above. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the Grantor, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise..

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the Grantor.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Grantor, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with

insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

5.4 Letter of Credit

(A) If there is a claim by the Town Administrator of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Town Administrator may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the Town Administrator, to the Grantor as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Town Administrator in the amount of twenty-five thousand dollars (\$25,000).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained twenty-five thousand dollars (\$25,000) until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Grantor as set forth in Subsections 5.4 (A) and (B) above, if the Grantor is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims reference in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the Grantor.

(D) After completion of the procedures set forth in Section 12.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Grantor at the direction of the Town Administrator for purposes including, but not limited to, the following:

- (1) Failure of Grantee to pay the Grantor sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the Grantor to correct Franchise violations not corrected by Grantee;
- (3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the Grantor, as the same may be amended from time to time by the Board of Trustees acting by ordinance or resolution.

(E) The Town Administrator shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the Board of Trustees for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the Grantor, as the same may be amended from time to time by the Board of Trustees in its sole discretion, acting by ordinance. Any requirement in Customer Service Standards for a “local” telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Grantor a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to Grantor

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Grantor in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Grantor, Grantee shall place the Grantor's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Grantor. The Grantor, including the Grantor's Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the Grantor inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the Grantor upon written request as set forth above, and if the Grantor determines that an examination of such records is necessary or appropriate for the performance of any of the Grantor's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Grantor believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the Grantor shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by Applicable Law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall

reimburse the Grantor for all reasonable costs and attorney's fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the Grantor upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Grantor's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within sixty (60) days of the Grantor's written request, Grantee shall submit to the Grantor a written report, in a form acceptable to the Grantor, which shall include, but not necessarily be limited to, the following information for the Grantor:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the Grantor's request for these annual reports shall remain effective and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the Grantor to the contrary.

7.5 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the Grantor copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Town. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the Grantor during normal business hours at Grantee's local business office.

(B) Within thirty (30) days of a written request, Grantee shall provide the Grantor a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

(1) A summary of service calls, identifying the number and nature of the requests and their disposition;

(2) A log of all service interruptions;

(3) A summary of customer complaints referred by the Grantor to Grantee; and,

(4) Such other information as reasonably requested by the Grantor.

The parties agree that the Grantor's request for these summary reports shall remain effective and need only be made once. Such a request shall require the Grantee to continue to provide the reports

quarterly, until further written notice from the Grantor to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the Grantor may reasonably request (not including clerical errors or errors made in good faith), may, at the Grantor's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the Grantor under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) National and international news, weather, & information;
- (D) Colorado Sports;
- (E) National and international sports;
- (F) General entertainment (including movies);
- (G) Children/family-oriented;
- (H) Arts, culture and performing arts;
- (I) Foreign language;
- (J) Science/documentary; and

(K) Public, Educational and Government Access, to the extent required by this Franchise, if any.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the Grantor, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it

operates the Cable System and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days without prior approval of the Manager, or without just cause, the Grantor may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the Grantor or a permanent Cable Operator is selected. If the Grantor is required to fulfill this obligation for Grantee, Grantee shall reimburse the Grantor for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

The Town shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access Programming purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Access Programming.

9.2 Support for Access Programming Capital Costs

In recognition of the Town's demonstration of the community needs and interests related to the startup of an online Access Programming operation, Grantee agrees to provide an Access Programming capital equipment grant of forty thousand dollars (\$40,000) ("Grant"). The Grant shall be delivered to the Town within one hundred eighty (180) days of written request made. Grantee shall be entitled to recover the Grant in any manner consistent with Applicable Law.

9.3 Access Programming Support Not Franchise Fees

Grantee agrees that capital support for Access Programming costs set forth in Section 9.2 shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to the Town. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in Section 9.2 may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the Grant shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital related to Access Programming purposes.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Grantor and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the Grantor, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the Grantor, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Grantor.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the Grantor. As part of the permitting process, the Grantor may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the Grantor of the need for such repairs. Grantee may initiate such emergency repairs and shall apply

for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) Grantor Construction Codes. Grantee shall comply with all applicable Grantor construction codes, including, without limitation, the Uniform Building Code and other building codes, the Uniform Fire Code, the Uniform Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and Grantor safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the Grantor regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Grantor may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Grantor may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the Grantor against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Grantor and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within forty-eight (48) hours after any Grantor bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Board of Trustees acting by Ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the Grantor or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the Grantor's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper Grantor authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the Grantor.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of

individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.

Feeder lines shall be buried at a minimum depth of eighteen (18) inches.

Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.

Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, including damage to any underground facility as such is defined in section 9-1.5-102 of the Colorado Revised Statutes, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Board of Trustees acting by ordinance or resolution.

10.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to the Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at the Grantor's request, submit to the Grantor a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Grantor permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Grantor may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience,

or otherwise serve the public interest. The Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Grantor. Until such time as Grantee removes or modifies the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.22 Movement of Cable System Facilities For Grantor Purposes

The Grantor shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Grantor for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Grantor for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the Grantor shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the Grantor which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the Grantor shall provide at least sixty (60) days' written notice to Grantee. Following notice by the Grantor, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Grantor. If the Grantor requires Grantee to relocate its facilities located within the Rights-of-Way, the Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the Grantor's satisfaction, the Grantor may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay. In such event, the Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the Grantor.

10.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Grantor franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take

action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.25 Reservation of Grantor Use of Right-of-Way

Nothing in this Franchise shall prevent the Grantor or public utilities owned, maintained or operated by public entities other than the Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Grantor's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the Grantor regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.27 Inspection of Construction and Facilities

The Grantor may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours notice, or, in case of emergency, upon demand without prior notice. The Grantor shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Grantor, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Grantor establishes. The Grantor has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.28 Stop Work

(A) On notice from the Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Grantor.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Grantor's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System within the Town shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than two hundred (200) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is

provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the Grantor's permitting process.

(D) Grantee and Grantor shall meet, at the Grantor's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The Grantor may notify Grantee on or after five (5) years after the Effective Date, that the Grantor will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the fifteen (15) largest U.S. cable systems owned and operated by Grantee's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the Grantor to provide necessary non-confidential and proprietary information upon the Grantor's reasonable request as part of the technology assessment.

(C) At the discretion of the Grantor, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Grantor pursuant to 47 U.S.C. §546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Grantor no later than thirty (30) days following receipt of a request.

11.4 Emergency Alert Capability

(A) Grantee shall provide an operating Emergency Alert System (“EAS”) throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee’s expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Grantor for a period of at least one (1) year, and individual Subscriber complaints from the Grantor for a period of at least three (3) years, and make such information available to the Grantor upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.7 Additional Tests

Where there exists other evidence which in the judgment of the Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

(A) Grantee has shared with the Grantor its Cable System deployment plans which include the projected dates when deployment of the Cable System will be completed and activated in various parts of the Town, which have been found to be acceptable to the Grantor. Grantee commits to using its commercially reasonable efforts to construct its Cable System within the Grantor in accordance with those plans and will meet with the Grantor, at a minimum biannually, to update the Grantor on the current status of construction and anticipated timeline to completion. Nothing in this Franchise, however, requires Grantee to build-out and serve all areas of the Grantor if, in Grantee's good faith estimation, build-out and service activation cannot be completed in a commercially reasonable fashion.

(B) In General. Once the Cable System construction is complete in a given area within the Town and Cable Service is available, Grantee intends to provide Cable Service within seven (7) days of a request by any Person within the Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee intends to provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;

(3) At non-discriminatory monthly rates for Residential Subscribers.

(C) Service to Multiple Dwelling Units. Consistent with this Section 12, once the Cable System construction is complete in a given area within the Town and Cable Service is available, the Grantee intends to offer the individual units of a Multiple Dwelling Unit all Cable Services

offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(D) Customer Charges for Extensions of Service. Once the Cable System construction is complete in a given area within the Town and Cable Service is available, Grantee intends to extend its Cable System to all persons living in areas with a residential density of twenty (25) residences per mile of Cable System plant. If the residential density is less than twenty (25) residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Grantor, contesting the Grantor's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Grantor may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Grantor orders a meeting in accordance with subsection (A)(3), the Grantor shall set a meeting to investigate said issues or the existence of the alleged default. The Grantor shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the

meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Grantor determines that a default exists, the Grantor shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Grantor shall determine. In the event Grantee does not cure within such time to the Grantor's reasonable satisfaction, the Grantor may seek any legal or equitable remedy available under this Franchise or any Applicable Law, including without limitation, revocation of this Franchise. Grantee reserves all rights to assert any defenses to any claims that may be made by Grantor.

(D) D. It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one year's written notice to Grantor of the termination date, and upon that date all rights, duties and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Grantor may, subject to Applicable Law:

(I) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.3, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(I) and/or (A)(2) above, the Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Grantee's sole expense within a reasonable period of time as determined by the Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.2 (B) to the Grantor's satisfaction, after written notice to Grantee, the Grantor may cause the work to

be done and Grantee shall reimburse the Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Grantor may recover the costs through the letter of credit provided by Grantee.

(D) The Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

13.3 Receivership and Foreclosure

(A) At the option of the Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and conditions of this Franchise.

13.4 No Monetary Recourse Against the Grantor

Grantee shall not have any monetary recourse against the Grantor or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Grantor under this Franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under federal, State or local law.

13.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.6 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable costs, expenses and damages incurred.

13.7 What Constitutes Abandonment

The Grantor shall be entitled to exercise its options in subsection 13.7 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the Grantor authorizes a longer interruption of service; once that substantial portion of the Franchise Area is constructed and providing Cable Service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

For purposes of this Section, a "substantial portion of the Franchise Area" means an area within the Town in which twenty percent (20%) or more of the Town's residential structures are located.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Grantor shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the Board of Trustees, acting by ordinance.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The Grantor and the Grantee may by mutual agreement in writing, at any time, extend the 120 day period. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Grantor or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of Colorado IX, LLC
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

The Grantor's address shall be:

Town of Wellington
8225 Third Street
Wellington, CO
80549

16.3 Descriptive Headings

Comcast of Colorado IX, LLC/ Town of Wellington
For Informal Negotiation Purposes Only, Pursuant to Section 626(h) of the Cable Act

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Grantor and Grantee arising under or out of this Franchise shall be in Weld County District Court, Colorado, or in the United States District Court

in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Wellington, Colorado this _____ day of _____, 2023.

ATTEST:

TOWN OF WELLINGTON, COLORADO:

Town Clerk

Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

Town Attorney

Town Administrator

Accepted and approved this _____ day of _____, 2024.

COMCAST OF COLORADO IX, LLC

Name/Title: _____

EXHIBIT A: CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supercede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the Town of Wellington.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy

policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"City" ("County") shall mean the Town of Wellington, Colorado.

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration and/or enforcement of any functions under these Standards.

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the Town of Wellington.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-Cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

“Subcontractor” shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Town" shall mean the Town of Wellington, Colorado

“Writing” or “written” as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide customer service centers/business offices (“Service Centers”) which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the Town of Wellington, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote “self-help” tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer’s own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer’s residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator intends to complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator intends to provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The “appointment window” alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection “appointment window” means the period of time in which the representative of the Cable Operator must arrive at the customer’s location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer’s issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator’s business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable Service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

i. Assess the problem within one (1) day of notification;

ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;

iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks' notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

- i. For pedestal installation or similar major construction, seven (7) days.
- ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.
- iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event

personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

- a. Products and services offered by the Cable Operator, including its channel lineup;
- b. The Cable Operator's complete range of service options and the prices for these services;
- c. The Cable Operator's billing, collection and disconnection policies;

- d. Privacy rights of customers;
 - e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;
 - f. Use and availability of parental control/lock out device;
 - g. Special services for customers with disabilities;
 - h. Days, times of operation, and locations of the service centers;
2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;
- If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.
3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.
4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.
5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.
6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work

crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about himself or herself at the local offices of the Cable Operator or other convenient place within the City/County/City and County/Town designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable

information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

- i. Disclosure pursuant to valid legal process authorized by applicable law.
- ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.”

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

- a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;
- b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.
- c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator’s website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer’s right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator’s bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator’s bill to the Customer, and on the Cable Operator’s website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator

shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an

escrow agent approved by the Franchising Authority fifty thousand dollars (\$50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars (\$100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.
3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.
4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of the Cable Operator in the matter and/or

d. Grant a specific solution as determined by the Franchising Authority; and/or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

EXHIBIT B

Report Form

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
Town of Wellington

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
<u>TOTAL</u>	0

Compliments

--

Board of Trustees Meeting

Date: February 27, 2024
Subject: Kum & Go DBA Change Application

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

BACKGROUND / DISCUSSION

Kum & Go LC has submitted an application for a DBA change from Kum & Go 934 to Maverick 5150. The applicant has reported no other changes to their status as the licensee (Kum & Go LC). The applicant has paid applicable fees to process this request.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

1. Approve this application with the Consent Agenda.
2. Remove this item from the Consent Agenda and further consider as an Action Item.

ATTACHMENTS

1. 0934 - MAVERIK 5150 - DBA CHANGE REQUEST

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☒ Limited Liability Company				License Number 12404240025	
2. Name of Licensee Kum & Go LC			3. Trade Name of Establishment (DBA) Kum & Go 934		
4. Address of Premises (specify exact location of premises) 8150 6th St			5. Business Email Address licenses@kumandgo.com		
City Wellington		County Larimer		State CO	ZIP 80549
Business Phone Number 970-568-3173					
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.					
Section A – Manager Reg/Change			Section C		
☐ Manager's Registration (Hotel & Restr.) \$30.00 ☐ Manager's Registration (Tavern) \$30.00 ☐ Manager's Registration (Lodging & Entertainment) \$30.00 ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>			☐ Retail Warehouse Storage Permit (ea) \$100.00 ☐ Wholesale Branch House Permit (ea)..... \$100.00 ☒ Change Corp. or Trade Name Permit (ea)..... \$50.00 ☐ Change Location Permit (ea) \$150.00 ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 ☐ Change, Alter or Modify Premises \$150.00 x Total Fee: ☐ Addition of Optional Premises to Existing H/R \$100.00 x Total Fee: ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x Total Fee: ☐ Campus Liquor Complex Designation No Fee ☐ Sidewalk Service Area \$75.00		
Section B – Duplicate License					
☐ Duplicate License \$50.00					

Do Not Write in This Space – For Department of Revenue Use Only			
Date License Issued	License Account Number	Period	
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE	\$ 50 .00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☒ Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit ☐ Retail Warehouse Permit for: ☐ On–Premises Licensee (Taverns, Restaurants etc.) ☐ Off–Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____ ZIP _____ Attach a deed/lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.						
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name ☒ Change of Trade name/DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td><td style="width: 50%; padding: 2px;">New Trade Name</td></tr> <tr> <td style="padding: 2px;">Kum & Go 934</td><td style="padding: 2px;">Maverik 5150</td></tr> <tr> <td style="padding: 2px;">Old Corporate Name</td><td style="padding: 2px;">New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Kum & Go 934	Maverik 5150	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name						
Kum & Go 934	Maverik 5150						
Old Corporate Name	New Corporate Name						
Change of Location	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ ZIP _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ ZIP _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ ZIP _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.						

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change Select the option that applies to your situation: ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2). (a) Address of Location 1: _____ City _____ County _____ ZIP _____ (b) Address of Location 2: _____ City _____ County _____ ZIP _____
Change of Manager	9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S. (a) Change of Manager Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? ☐ Yes ☐ No Does manager have a financial interest in any other liquor licensed establishment? ☐ Yes ☐ No If yes, give name and location of establishment _____ _____
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed _____ _____ _____ (b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) ☐ Yes ☐ No (d) Is the proposed change in compliance with local building and zoning laws? ☐ Yes ☐ No (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ☐ Yes ☐ No (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification. (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ☐ Yes ☐ No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided ☐ Yes ☐ No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Jody Deiter</i>	Print name and Title JODY DEITER / LICENSING	Date 2.7.2024
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



Board of Trustees Meeting

Date: February 27, 2024
Subject: Larimer County Behavioral Health Presentation

- **Presentation: Laura Walker, Larimer County Human & Economic Health Director**

BACKGROUND / DISCUSSION

A report from the Larimer County Behavioral Health including a presentation on the Community Master Plan for Behavioral Health.

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. Larimer County CMP for Behavioral Health Executive Summary
2. 2.27.24 Town of Wellington
3. Larimer County CMP for Behavioral Health 1_3_24



LARIMER COUNTY

2024-2028

Community Master Plan for Behavioral Health

EXECUTIVE SUMMARY

The Community Master Plan (CMP) for Larimer County, commissioned by Larimer County Behavioral Health Services and sponsored by SummitStone Health Partners and the Health District of Northern Larimer County, is a five-year strategic plan for creating opportunities that address the community's behavioral health needs and improve the quality of life for county residents. This CMP is the second iteration and is designed to guide investment and partnership efforts from 2024 through 2028. The report was designed as an accessible resource for the community at large.

CONTEXT

Larimer County's residents have needs across the behavioral health care spectrum. Thousands of people in the county need treatment and/or recovery services for mental health or substance use-related issues. These issues can be acute or chronic, and they can impact people of all ages, backgrounds, and lived experiences.

The community faces a mix of local and systemic challenges in responding to these needs. From gaps in early childhood behavioral health services to insufficient workforce recruitment and retention to the worsening shortage of affordable housing, the challenges can feel daunting. Tackling them and achieving measurable progress will require a collective

effort from a diverse group of local partners, including county government, health care providers, community-based organizations, and others.

Voters provided important financial resources for this work, with a commitment of 20 years, when they approved Ballot Issue 1A in 2018. Larimer County has made encouraging strides in its efforts to improve behavioral health services and outcomes for local residents since then. The recent opening of the Acute Care Facility on the Longview™ Campus represents one important and tangible step forward in expanding local capacity to meet behavioral health needs. Still, there is much work to do.

Flip page to read the 14 recommendations in the CMP

2024-2028 RECOMMENDATIONS

An overview of the 14 recommendations is provided here, with additional detail for each recommendation available in the CMP.

1. Facility Evaluation

Evaluate metrics and goals to measure successes and challenges of the new Acute Care Facility on the Longview™ Campus.

2. Interagency Collaboration and Alignment

Reduce silos and duplication by collaborating in new ways among county agencies and health organizations.

3. Youth Services Feasibility Study

Develop a plan for assessing the financial feasibility, licensing requirements, workforce capacity, and community demand for acute and chronic youth behavioral health services.

4. Care Coordination

Use a new or existing centralized referral hub to strengthen care coordination and network partnerships for behavioral health and social needs.

5. Crisis Alternatives

Expand proven programs that divert people experiencing acute mental health and substance use events from jails and emergency departments and monitor the use of the new Acute Care Facility to assess its impact on reducing the use of these settings.

6. Impact Fund Grants

Modify and then annually evaluate the Impact Fund's application criteria and award process and consider multiyear grant options.

7. CMP Implementation

Create an annual meeting for the Executive Sponsors and Guidance Team to assess progress on the CMP's recommendations and identify needs and roles for the year ahead.

8. Adult-Focused Programs

Expand funding opportunities to support mental health and substance use prevention and treatment programs that are tailored for adults in distinct life phases.

9. Youth-Focused Programs

Tailor and increase investments in school- and home-based programs, peer programs, and initiatives that offer substance use and mental health prevention and treatment services for youth, including infants and young children (ages 0-5).

10. Workforce Supports

Create or invest in opportunities to expand the behavioral health workforce pipeline and offer meaningful compensation for providers.

11. Underserved Communities

Invest in community-based organizations and initiatives that serve populations with unique behavioral health needs, including rural communities, LGBTQ+ individuals, unhoused people, individuals earning low-incomes, and historically marginalized racial and ethnic groups.

12. Affordable Housing

Invest in programs that offer equitable opportunities for community members to purchase and remain in affordable homes, and work to infuse behavioral health supports in the places people live.

13. Community Connection

Reduce isolation by introducing and expanding equitable opportunities for strengthening connections and building social networks.

14. Community Awareness and Education

Evolve public awareness campaigns to further reduce stigma, build support for prevention, and demonstrate the connection between behavioral health outcomes and the social determinants of health.



LARIMER COUNTY

2024-2028

Community Master Plan for Behavioral Health

Methods

- Research plan and data gap analysis
- Quantitative analysis
- Literature review
- Key informant interviews
- Stakeholder surveys
- Expert engagement



14 Recommendations



1. Facility Evaluation

Evaluate metrics and goals to measure successes and challenges of the new Acute Care Facility.

2. Interagency Collaboration & Alignment

Reduce silos and duplication by collaborating in new ways among county agencies and health organizations.

3. Youth Services Feasibility Study

Assess the financial feasibility, licensing requirements, workforce capacity, and community demand for acute and chronic youth behavioral health services.

4. Care Coordination

Use a new or existing centralized referral hub to strengthen care coordination and network partnerships for behavioral health and social needs.

5. Crisis Alternatives

Expand proven programs that divert people experiencing acute mental health and substance use events from jails and emergency departments.

6. Impact Fund Grants

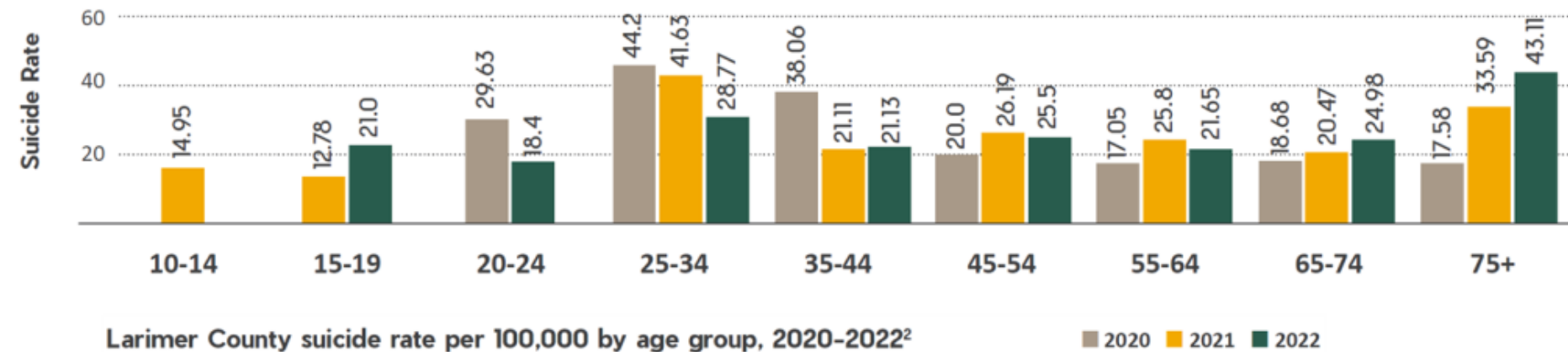
Modify and then annually evaluate the Impact Fund's application criteria and award process and consider multi-year grant options.

7. CMP Implementation

Create an annual meeting for the Executive Sponsors and Guidance Team to assess progress on the CMP's recommendations and identify needs and roles for the year ahead.

8. Adult-Focused Programs

Expand funding opportunities to support mental health and substance use prevention and treatment programs that are tailored for adults in distinct life phases.



Spotlight: Alcohol Use

21% Adults who reported binge drinking in the past month

33% Fatal car crashes that involved alcohol

15% High school students who engaged in binge drinking in the past month



9. Youth Focused Programs

Improve in school- and home-based programs that offer substance use and mental health prevention and treatment services for youth, (including ages 0-5).

Larimer County High School Students in 2021 Who:

Reported feeling
depressed

42%

Attempted
suicide

7%

Drank alcohol in
the past month

27%

10. Workforce Supports

Create or invest in opportunities to expand the behavioral health workforce pipeline and offer meaningful compensation for providers.

11. Underserved Communities

Invest in community-based organizations and initiatives that serve populations with unique behavioral health needs, including rural communities, LGBTQ+ individuals, unhoused people, individuals earning low-incomes, and historically marginalized racial and ethnic groups.

12. Affordable Housing

Invest in programs that offer equitable opportunities for community members to purchase and remain in affordable homes, and work to infuse behavioral health supports in the places people live.

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Reduce isolation by introducing and expanding equitable opportunities for strengthening connections and building social networks.

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Evolve public awareness campaigns to further reduce stigma, build support for prevention, and demonstrate the connection between behavioral health outcomes and the social determinants of health.

12. Affordable Housing

Invest in programs that offer equitable opportunities for community members to purchase and remain in affordable homes, and work to infuse behavioral health supports in the places people live.



One in three residents is housing-cost burdened



Two in three renters aspire to own a home, but feel unlikely to

13. Community Connection

Reduce isolation by introducing and expanding equitable opportunities for strengthening connections and building social networks.

14. Community Awareness & Education

Evolve public awareness campaigns to further reduce stigma, build support for prevention, and demonstrate the connection between behavioral health outcomes and the social determinants of health.

Additional Challenges

- | | |
|--|---|
| <ul style="list-style-type: none">● Cost of behavioral health care and information about insurance coverage● Timeliness of behavioral health care in preferred environments● Funding to support operating costs of public health and community-based organizations● Food security and access● Transportation | <ul style="list-style-type: none">● Affordable child care● Medicaid reimbursement rates● Behavioral health provider licensure compacts● Brick-and-mortar locations of behavioral health services● Systemic racism, discrimination, and unfair treatment● Provider burnout and moral distress |
|--|---|





LARIMER COUNTY

2024-2028

Community Master Plan for Behavioral Health

DECEMBER 2023



Larimer County Community Master Plan for Behavioral Health

3 Letter from Commissioner Jody Shadduck-McNally

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8 Recommendations

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9 Facility Evaluation

9 Interagency Collaboration and Alignment

10 Youth Services Feasibility Study

10 Care Coordination

11 Crisis Alternatives

11 Impact Fund Grants

11 CMP Implementation

12 Behavioral Health Services and Supports

12 Adult-Focused Programs

14 Youth-Focused Programs

15 Workforce Supports

15 Underserved Communities

17 Upstream and Prevention Efforts

17 Affordable Housing

18 Community Connection

19 Community Awareness and Education

20 Looking Ahead

21 Appendix

21 CMP Methods

22 Acknowledgements

23 Endnotes

On the cover: The Acute Care Facility on the Longview™ Campus.



A united effort in 2018 among community partners resulted in the creation of the Larimer County Community Master Plan for Behavioral Health, a comprehensive blueprint to address the escalating behavioral health challenges in our region.

Through collaboration with cities, towns, care providers, nonprofits, and engaged community members, we carefully examined the needs within our community. This study identified existing services, identified service gaps, and outlined the necessary steps to bridge those gaps.

The Community Master Plan shaped the direction for the successful 2018 ballot initiative and laid the foundation for Larimer County Behavioral Health Services and its initiatives, the Impact Fund Grant Program, and the construction and operation of an acute care facility.

I am pleased to share the progress and evolution of our commitment to behavioral health in Larimer County.

Over the past five years, the Impact Fund Grant Program has reinvested nearly \$12 million into various community behavioral health services such as crisis services, coordinated care, youth programs, prevention, and early intervention. Acute Care Facility on the Larimer County Behavioral Health Services at Longview™ Campus, in collaboration with SummitStone Health Partners, is now operational, making acute crisis services more accessible to our community.

Recognizing the need for ongoing assessment, we have embarked on Community Master Plan 2.0, a continuation of our commitment to understanding the evolving behavioral health landscape. This

updated plan aims to reassess the challenges, identify improvements, and address critical gaps in services, ensuring our efforts remain aligned with the dynamic needs of our community.

I want to extend my heartfelt gratitude to the executive sponsors of Community Master Plan 2.0, including the Health District of Northern Larimer County, SummitStone Health Partners, Larimer County Behavioral Health Services, and the guidance team members. Special thanks are also due to the Colorado Health Institute for their invaluable contributions through research, data analysis, and report preparation.

As we usher in this new phase of our behavioral health initiative, I am filled with hope for the positive impact it will have on the health and well-being of our community. Together, we are building a stronger, more resilient Larimer County that prioritizes the holistic mental health of every individual.

Thank you for your continued support and commitment to the collective well-being of our community.



Jody Shadduck-McNally,
Commissioner
Larimer County Board of
County Commissioners

ABOUT THIS PLAN

Background

Larimer County residents voted in 2018 to create a dedicated funding stream that invests in behavioral health services and supports for 20 years. A 0.25% countywide sales tax supports these investments by expanding and bolstering mental health and substance use prevention, treatment, and recovery services across the county. The ballot measure resulted in expanded and enriched local behavioral health services with the development of a regional behavioral health facility to coordinate those integrated services. The Larimer County Behavioral Health Services (BHS) department has reinvested funds into the community through three pathways: the [Acute Care Facility on the Longview™ Campus](#), the [Impact Grant Fund Program](#), and the [Bridge Fund](#).



2018 Ballot Language.¹

Ballot Issue 1A

Shall Larimer County taxes be increased \$19,000,000 dollars annually (estimated first fiscal year dollar increase in 2019) and by whatever additional amount as may be raised annually thereafter, for a period of 20 years by the imposition of a .25% (25 cents on 100 dollars) sales and use tax with all revenue from such tax to be used in accordance with the Board of County Commissioners Resolution No. 07242018R013 for the following mental/behavioral health care purposes:

Provide preventative, early identification, intervention, support, and treatment services for youth, adults, families and senior citizens, either directly or indirectly, who are residents of Larimer County including Berthoud, Estes Park, Fort Collins, Johnstown, Loveland, Timnath, Wellington, Windsor and rural communities of Larimer County through in-person and other delivery methods, which may include tele-services, community based services and other service options; and

Acquire, construct, improve, maintain, lease, remodel, staff, equip, and operate new and/or existing mental/behavioral health facilities;

And shall the county be authorized to collect, retain and spend all proceeds of such tax without limitation by Article X, Section 20 of the Colorado constitution, and further provided that an annual report shall be published and provided to the Board of County Commissioners on the designation or use of the revenues from the tax increase in the preceding calendar year consistent with its approved purposes?

Plan Development

The Community Master Plan (CMP) for Larimer County, commissioned by BHS and supported by SummitStone Health Partners and the Health District of Northern Larimer County, is a five-year strategic plan that addresses the community's behavioral health needs and seeks to improve the quality of life for county residents. This CMP is the second iteration, building off the [2018 report](#) that identified early priorities for behavioral health in the county and achieved several successes that are described later in this plan.

BHS partnered with the Colorado Health Institute (CHI) to develop this CMP, which involved four phases of work from June to December 2023. CHI identified resource gaps, collected secondary data, facilitated small-group discussions and interviews with key stakeholders, and fielded a survey to help inform the CMP. A group of Executive Sponsors and a Guidance Team of behavioral health experts and community leaders offered advice and feedback on the report's development, findings, and prioritization of recommendations. See the Appendix for a full list of CHI's methods and a list of Guidance Team members and Executive Sponsor representatives.

CHI and BHS coordinated with other organizations in the county that were conducting behavioral health assessments to incorporate additional, relevant information on specific populations or challenges.

- [The State of Behavioral Health for Youth and Children \(0-24\) in Larimer County](#)
- Northern Colorado Region 2 Substance Use Landscape Assessment. *Report will be released in Spring 2024.*
- [Larimer County Health Department's Community Health Improvement Plan](#)

Larimer County's Behavioral Health Landscape

Larimer County residents have needs across the behavioral health care spectrum. Thousands of people need treatment and/or recovery services for mental health or substance use-related issues. These issues can be acute or chronic, and they can impact people of all ages, backgrounds, and lived experiences. Some residents require ongoing outpatient services with a culturally competent provider, while others need emergency services or a place for detoxification while suffering from an acute event. Prevention programs and social supports can reduce demand for treatment and recovery services, preventing acute and chronic behavioral health issues from escalating or reducing their negative impacts. See the [2018 CMP](#) for helpful background on behavioral health services and needs.

About
59,000

Larimer County residents
reported poor mental health
in the past year.²



17%

of Larimer County and
Weld County residents
**are concerned about the
amount of drugs or alcohol
they consume.** 11% said the
amount they consumed in the
past year has increased.³



Report terminology

The term Larimer County is often used to reference both the county government and the geographic community. In this report, CHI uses Larimer County to describe the community. The report specifically names the county government or certain entities when referencing actions or processes that involve local government.

Access to affordable, high-quality, and culturally competent behavioral health care is a key ingredient in ensuring people in Larimer County can live their best lives. However, not all communities and populations in the county have equitable access to the services they need. Data collated by CHI point to successes but also to persistent needs and gaps.

Challenges to meeting people's behavioral health needs are rooted in both community and systemic issues. Community-based challenges are those that are specific to Larimer County and/or could be addressed by local solutions. Systemic challenges, such as housing affordability, are rooted in broader statewide or national issues that would require legislation and a shift in social norms to be addressed.

CHI identified 28 findings during its quantitative and qualitative research that described Larimer County's behavioral health landscape. Findings touched on subjects such as funding, access barriers, the behavioral health workforce, social needs, and state-level policies. They formed the basis for the recommendations detailed in this 2023 CMP. The full list of findings can be found in the [Larimer County Behavioral Health Landscape and Opportunities Report](#).

ABOUT BHS

Vision: Larimer County values and promotes behavioral health with a comprehensive and sustainable continuum of care.

Mission: Responsibly investing in community-driven work to increase access to behavioral health services and improve outcomes for all Larimer County community members.

GOALS

- Enhance community-based services to shift from an acute-care model to a recovery-based model of care
- Improve access to behavioral health services in both rural and urban areas
- Promote emotional health and well-being
- Reduce substance misuse
- Reduce attempted and completed suicides
- Reduce recidivism for individuals with unmet behavioral health issues

47,000

Larimer County residents **did not get needed behavioral health care in the past year.**²

Only 43%

of people who died by suicide between 2018-2020 in Larimer County **had been treated for a mental health problem.**⁴



Barriers to Behavioral Health Care

Larimer County residents did not get needed behavioral health care in the past year because:²

COST

9% (28,000 people)

UNABLE TO GET AN APPOINTMENT WHEN NEEDED

6% (20,000 people)

STIGMA

5% (16,000 people)

DIDN'T THINK INSURANCE WOULD COVER IT

3% (10,000 people)

Survey participants could select more than one barrier

BHS, community-based organizations, and local health care entities have made important strides in recognizing and addressing the community's complex and evolving behavioral health needs. The work to improve residents' quality of life and to treat acute and chronic behavioral health needs has no finish line, but county leaders have taken notable steps since the last CMP was published in 2018. Successes include:



Building the Acute Care Facility on the Longview™ Campus, which opened in December 2023.



Developing the Impact Fund, which distributes approximately \$2.5 million annually to programs serving county residents (see Figure 1).



Expanding and developing the Colorado Opioid Synergy — Larimer and Weld (CO-SLAW) partnership and co-responder programs that divert people experiencing acute mental health or substance use events from costly jail or emergency room visits.

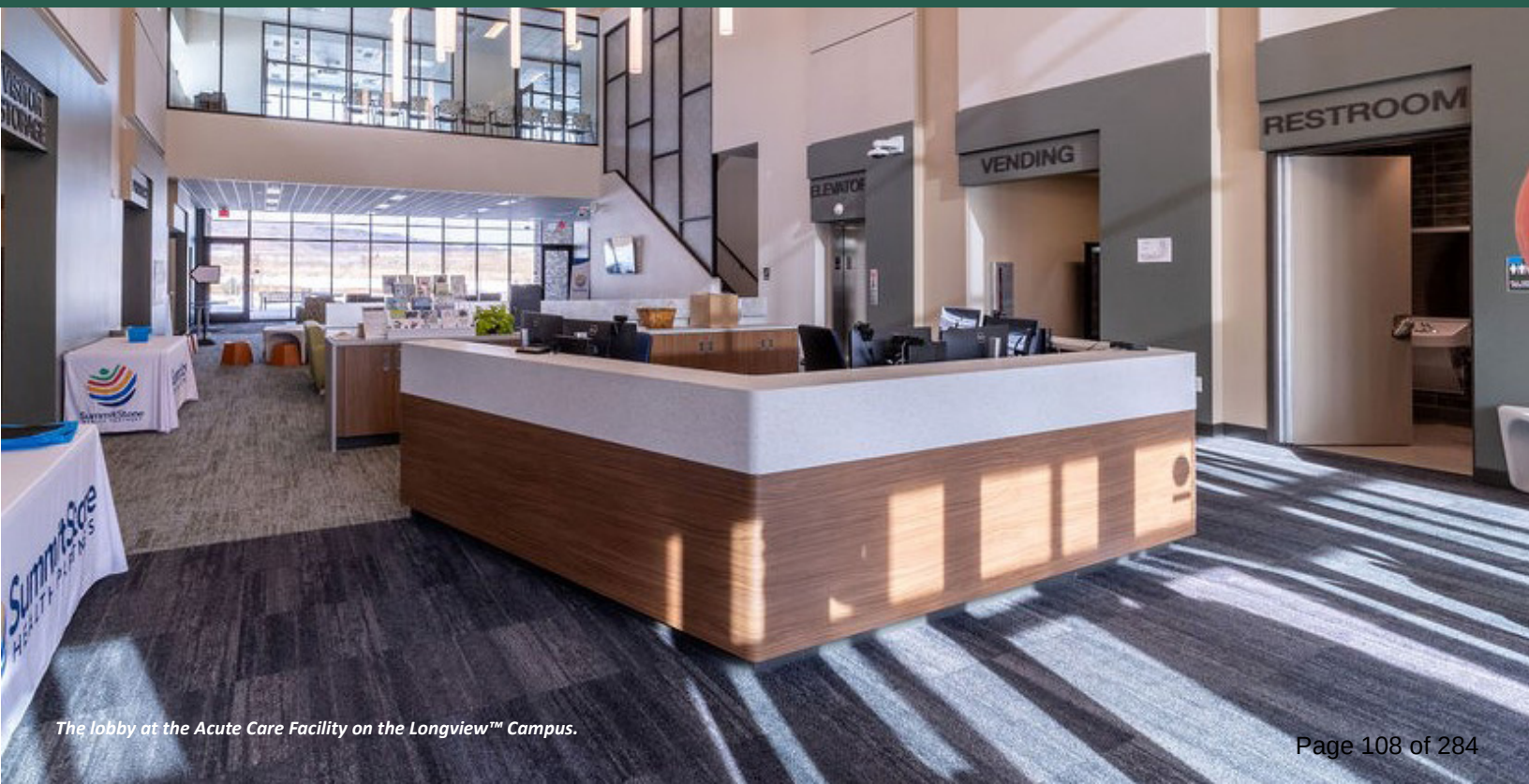
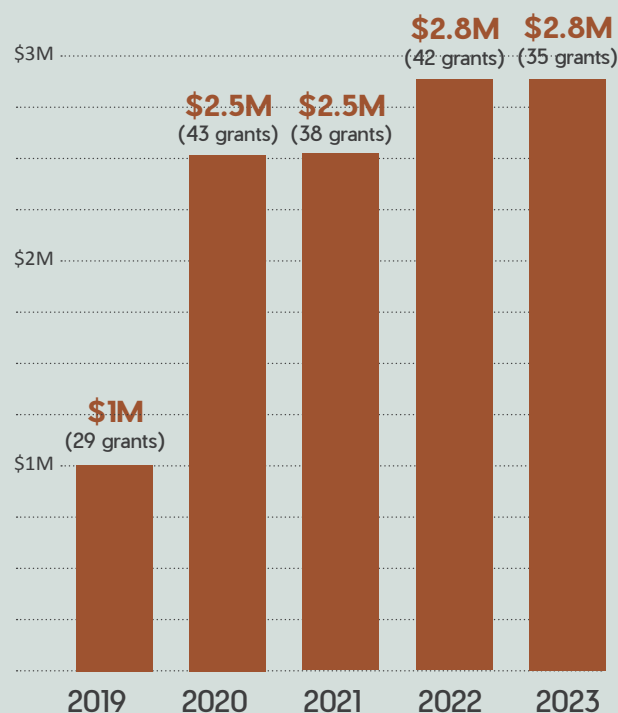


Increasing support for the county's unhoused population with more rapid rehousing and transitional housing options.



Gradually improving the public's perception of and support for county investments in behavioral health services.

Figure 1. Impact Fund Grant Program Awards, 2019–2022⁵





RECOMMENDATIONS

In collaboration with local partners, CHI identified 14 recommendations for the 2024-2028 CMP for Larimer County. They build on progress from the 2018 plan and aim to address ongoing community and systemic challenges that affect service providers, community-based organizations, and county residents alike.

An important note.

Some systemic challenges, such as those related to housing and social isolation, are reflected in the recommendations because stakeholders and behavioral health leaders highlighted the persistent influence of systemic issues in their community and said that they wanted to see these issues included in the CMP.

BHS and other government departments are not able to fully address or “fix” these issues in Larimer County within the next five years. Doing so will require extensive partnerships among many different sectors, as well as a longer time horizon. However, CHI included these systemic issues to call attention to opportunities for greater collaboration and shared leadership to affect behavioral health outcomes in important ways.

Building on Progress From the 2018 CMP

The 2018 CMP created a solid foundation for Larimer County's future behavioral health efforts. A focus on evaluation, collaboration, and coordination among government, health care, and community organizations is needed to continue building on the progress stemming from the 2018 plan. County investments in services, facilities, and programs will need to be informed by data and supported by multiple entities to meet the community's evolving behavioral health needs. These recommendations address evaluation and assessment opportunities, a need for greater collaboration, different approaches to grant funding, and ways to scale promising crisis alternative programs, among others.

1. Facility Evaluation

Challenge. The Acute Care Facility on the Longview™ Campus opened in December 2023 with the goal of filling service gaps in acute behavioral health care. (See Figure 2 for a list of services in high demand in Larimer County.) Evaluation metrics that assess quality improvement, financial stability, and community health outcomes have been established and will be monitored through the Longview Financial Advisory Committee and the Longview Quality Council.

Recommendation. Evaluate the metrics and goals to measure successes and challenges of the new Acute Care Facility at Longview™. These evaluation metrics will ensure the county's investment is being effectively leveraged to address service gaps for the county's diverse populations and needs.

Next steps. Coordinate with the facility's Quality and Fiscal Committees to align evaluation processes. Review the established metrics that assess service utilization and availability, cultural competency, sustainability, and effectiveness of diverting acute care needs from jails and emergency departments. Determine how often metrics will be collected and assessed, and which organizations are responsible for conducting each component of the evaluation. Establish a mechanism for sharing outcomes and evaluation results with the public.

2. Interagency Collaboration and Alignment

Challenge. Local government agencies and health care organizations often conduct assessment and data collection efforts in silos. A lack of coordination among these entities risks duplication of efforts, burdening residents with community engagement activities, and diffusion of responsibility and limited funding to improve health outcomes.

This challenge is not unique to Larimer County. Several counties in the Denver metro area have discussed aligning their timelines and other aspects of community engagement to reduce silos and duplication in community health needs assessments. Similar conversations have taken place among leaders in Larimer and Weld counties as recently as July 2023 and may offer a strong foundation for new regional partnerships in Northern Colorado.

Recommendation. Reduce silos and duplication by collaborating in new ways among county agencies and health organizations, including behavioral health entities. The goal is to improve information sharing through better-aligned data collection and assessment efforts.

Next steps. Identify a lead agency to establish and coordinate annual meetings focused on alignment. Require attendance from local government agencies and create opportunities for health care entities and community organizations to share and coordinate data collection and community engagement plans.

3. Youth Services Feasibility Study

Challenge. Larimer County has limited acute mental health and substance use services for youth, which means those with high needs sometimes must travel to the Denver metro area or other locations along the Front Range for services. The new Acute Care Facility on the Longview™ Campus has limited options for youth-specific services and the costs to build, operate, and staff a youth-inpatient facility or to create youth-specific services at the Longview™ Campus are largely unknown.

Recommendation. Develop a plan for assessing the financial feasibility, licensing requirements, workforce capacity, and community demand for acute and chronic youth behavioral health services on the Longview™ Campus or in other settings around the county.

Next steps. Coordinate with local behavioral health leaders and Longview™ Campus staff to identify what metrics and key supporting partners should be included in the feasibility assessment.

Even finding a place for kids under age 12 who need inpatient hospitalization is hard. We have nothing for 60 miles radius because the closest would be in Denver and that's if they have any beds available. For our kids who are struggling with significant mental health issues and safety when they're under age 12, we have really no viable options for those families within our county."

Health District Youth Behavioral Health Assessment
key informant interviewee

4. Care Coordination

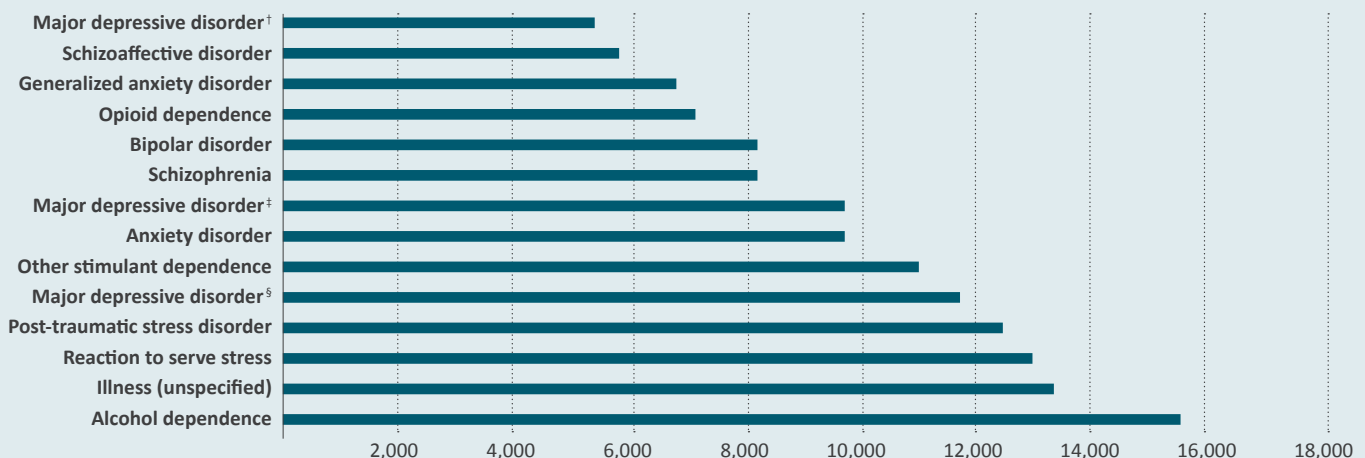
Challenge. Fragmented referral processes among health care and community-based organizations reduce opportunities for people to be connected to needed services. Stakeholders say the community's most frequented behavioral and general health providers are not using centralized coordinated care and referral hubs, and some organizations do not have enough money or staff to participate in a centralized referral network.

Community members also experience care coordination challenges when they are not connected to wraparound services or have difficulty finding providers and programs within their insurance network that offer culturally competent behavioral health care.

Recommendation. Health care entities and community-based organizations use a new or existing centralized referral hub. This hub would strengthen care coordination and network partnerships that connect people with information and services to address both their behavioral health and social needs.

Next steps. Collaborate with health systems, behavioral health providers, and community-based organizations to assess their interest in and barriers to participating in a local centralized referral network.

Figure 2. Services in High Demand in Larimer County. Most frequently diagnosed conditions at SummitStone Health Partners, July 2022–August 2023*⁶



*Data are totaled by diagnosis code, not by individual person

† Major depressive disorder, recurrent severe without psychotic features

‡ Major depressive disorder, single episode, unspecified

§ Major depressive disorder, recurrent, unspecified

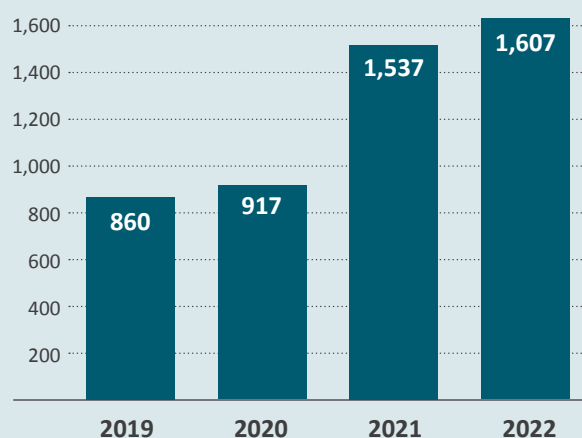
5. Crisis Alternatives

Challenge. Jails and hospitals are still being used as default locations to hold people with acute mental health and substance use needs. The Colorado Opioid Synergy - Larimer and Weld counties (CO-SLAW), co-responder, and Frequent Users Systems Engagement (FUSE) programs have reduced jail and emergency department visits; however, the programs don't have the capacity to help everyone at risk of these outcomes. The co-responder program in particular has reduced or avoided jail time for some people who interact with law enforcement while experiencing a mental health crisis, but the program needs more teams of officers and clinicians to reach people in need around the county and at all times of day (see Figure 3).

Recommendations. Expand proven programs, such as CO-SLAW and the co-responder model, that divert people experiencing acute mental health and substance use events from jails and emergency departments. Monitor how effective the new Acute Care Facility is at diverting people away from these settings. By providing a setting for more appropriate services, local leaders expect to see a positive impact. Determine when and how care coordination teams and program outcomes should be evaluated to identify network performance successes and challenges.

Next steps. Identify sustainable funding sources to financially support program expansion and viability in the county.

Figure 3. Co-responder unit contacts/referrals by year, 2019-2022⁷



6. Impact Fund Grants

Challenge. The Impact Fund Grant Program has evolved since its inception in 2019, but the one-year grant period limits the sustainability of funded programs. Additionally, yearly application and reporting requirements place an extra burden on already stretched staff teams. One-year funding cycles can supplement current programs, but they reduce opportunities to create new programs and hire additional staff.

Recommendation. Modify and annually evaluate the Impact Fund's application criteria and award process. Consider multiyear grant options to foster more equitable and impactful changes and support sustainability in grantees' programming.

Next steps. Present options for multiyear grant funding to the BHS advisory groups for the Impact Fund Grant Program. Create evaluation metrics that assess equity, administrative burden, and impact for underserved communities.

7. CMP Implementation

Challenge. The 2024-2028 CMP recommendations will require coordination and action from key partners across county government, health care entities, and community-based organizations. Yet there are no formal plans to evaluate if and how these recommendations are being pursued and implemented.

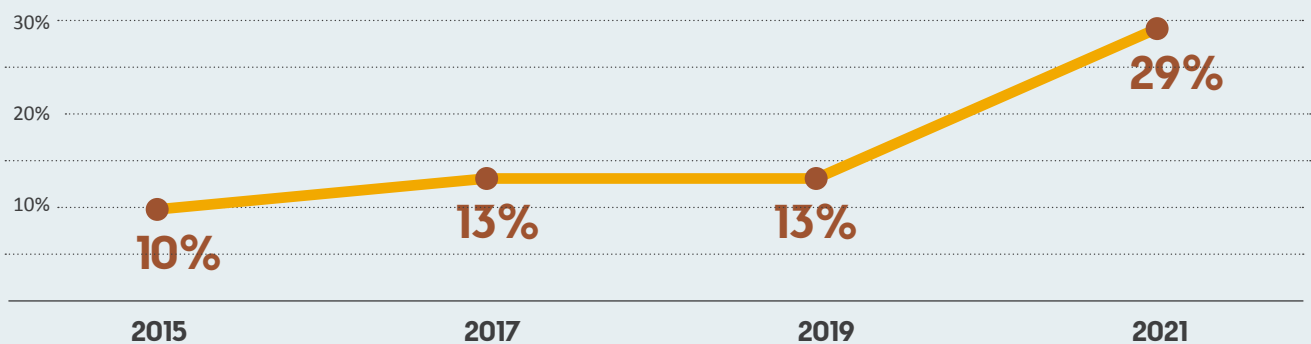
Recommendation. Create an annual meeting for the Executive Sponsors and Guidance Team to assess progress on the CMP's recommendations and to identify needs and roles for the year ahead.

Next steps. Identify a lead agency to coordinate the meeting. Create evaluation tools to assess progress on the CMP's priorities. Discuss any new or evolving behavioral health issues to ensure county residents' needs are being met.

Behavioral Health Services and Supports

Larimer County does not have enough quality prevention, treatment, and recovery services for people across the age spectrum or with diverse backgrounds and lived experiences. This situation is rooted in both local and systemic challenges. This section primarily focuses on local issues that county government, health care, and community-based organizations can address through collaboration, financial investment, and other programmatic supports. Recommendations would benefit youth, adults, members of underserved communities, and the behavioral health workforce.

Figure 4. Percentage of Larimer County residents who reported poor mental health in past 12 months, 2015–2021⁸



8. Adult-Focused Programs

Challenge. The behavioral health continuum does not fully accommodate the needs of people across the age spectrum. This includes adult Larimer County residents who can sometimes be passed over in favor of focusing additional attention and resources on the needs of younger residents. Adults, particularly those ages 25–34, have struggled with high rates of drug overdoses during the past three years (see Figure 5). The pandemic likely exacerbated mental health struggles in the community. Reports of poor mental health spiked from 13% in 2019 to 29% in 2021 as people experienced social isolation, financial instability, and illness from the virus (see Figure 4).⁸ Self-reported mental health diagnoses among adults followed a similar trend, jumping from 30% in 2019 to 37% in 2022.²⁶

Death by suicide is a persistent challenge in the county. Adults ages 45 and up have seen an uptick in suicide rates over the past three years, pointing to a need for better behavioral health prevention,

screening, and treatment options, especially for those 75 and older (see Figure 6).

Recommendation. While not losing sight of ways to better serve youth, expand funding for adult mental health and substance use prevention and treatment programs, especially for the distinct life stages and challenges that evolve throughout adulthood. Young adults (ages 25–34) especially need additional drug prevention and treatment services to counter the recent uptick in overdose deaths. Suicide rates have remained high for all adult age groups in the county, but recent increases in suicide deaths by older adults suggest additional programs and services are needed to better understand and prevent devastating behavioral health outcomes for this population.

Next steps. Identify adult-specific behavioral health services currently offered in the county and assess where there are gaps along the age spectrum. Find ways to leverage funding, partnerships, or lessons from successful programs in other counties to effectively serve different adult age groups.

Figure 5. Larimer County drug overdose deaths per 100,000, by age group, 2020-2022⁹ 2020 2021 2022

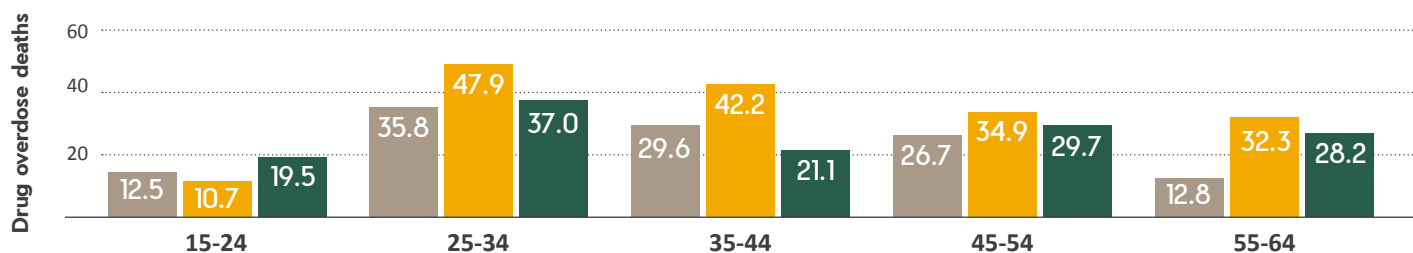
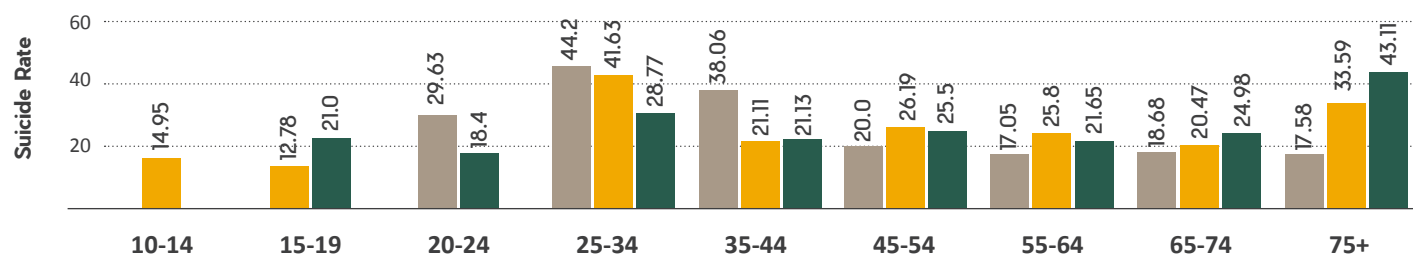


Figure 6. Larimer County suicide rate per 100,000 by age group, 2020-2022² 2020 2021 2022



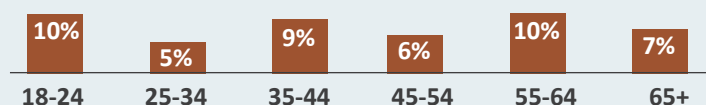
Alcohol Use in Larimer County

Alcohol use and misuse is a consistent and overlooked problem in Larimer County. About one in five adults (ages 18 and older) reported binge drinking in the past month, and one-third of all fatal car crashes in the county involve alcohol. Additionally, alcohol dependence was the most diagnosed condition at SummitStone Health Partners in 2022.

Larimer County's Alcohol Landscape

- 8%** Percentage of adults who are **heavy drinkers**¹¹
- 21%** Percentage of adults who reported **binge drinking in the past month** (males 5+/females 4+ drinks on one occasion)¹¹
- 33%** Percentage of **fatal car crashes that involved alcohol**¹²
- 16%** Percentage of people who **drank during pregnancy**¹³

Heavy Drinking* by Age¹⁴



***Heavy drinker definition:** Respondents who identify as men who report drinking more than 14 alcoholic beverages in a week and respondents who identify as women who report drinking more than 7 alcoholic beverages in a week.

Adolescent Alcohol Use

Alcohol use and abuse can start during a person's adolescent years, increasing their risk for alcohol-related issues into adulthood.¹⁵ Over one in four (27%) Larimer County high school students have had at least one drink in the past month.¹⁶

39%

Percentage of high school students who **do not think it's wrong for someone the same age to drink alcohol regularly**¹⁶

15%

Percentage of high school students who **engaged in binge drinking in the past month**¹⁶

9. Youth-Focused Programs

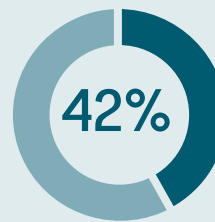
Challenge. Youth have limited access to culturally and socially competent mental health and substance use services across the county. Many services are concentrated in high-population areas, like Fort Collins, and not much is available to youth in convenient and trusted settings, like their schools or homes. These services are imperative to combat youth suicide and substance use and to effectively treat a range of behavioral health issues.

In particular, limited capacity exists for early childhood (ages 0-5) mental health services. The ongoing child care crisis exacerbates this issue, as many connections to resources for early childhood mental health care, as well as for parental support, are typically accessed through early childhood care and education services.

Recommendation. Consider ways to include youth voices and better serve young people while also offering appropriate behavioral health supports for adults in the county (see Recommendation 8). While acknowledging that children are not just small adults, increase investments in and tailor school- and home-based programs, peer programs, and initiatives that offer substance use and mental health prevention and treatment services. County residents reported a need for more therapy and outpatient services for infants and young children (ages 0-5), as well as for more inpatient services, community-based services, and culturally competent and LGBTQ+ services for older children and youth.

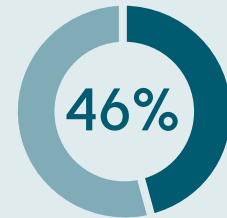
Next steps. Identify gaps in suicide and substance use prevention and treatment among local youth programs. Create or invest in existing programs that support youth mental health across the age spectrum in accessible settings.

Mental Health Among Larimer County High School Students¹⁶



Felt so sad or hopeless for two weeks or more during the past 12 months that they stopped doing some usual activities

Stress level is not manageable most days



Suicide and Self-Harm Among Larimer County High School Students¹⁶

20% Percentage who seriously considered suicide in the past year

7% Percentage who attempted suicide

24% Percentage who purposely hurt themselves without wanting to die

Drug and Alcohol Use Among Larimer County High School Students¹⁶

10% Were sold, offered, or given illegal drugs on school property

14% Used prescription pain medicine without a prescription

13% Used substances to cope with negative/difficult feelings

27% Had at least one drink of alcohol in the past 30 days



The way I got help is I had a teacher I was really close with, and I told him about my situation, and he helped me meet with the counselor at [school], and they set me up with a therapist and I didn't have to pay — it was through the school — and I also got to keep it a secret from my parents for a while until I was ready to tell them, so that helped a lot."

Health District Youth Behavioral Health Assessment focus group youth participant

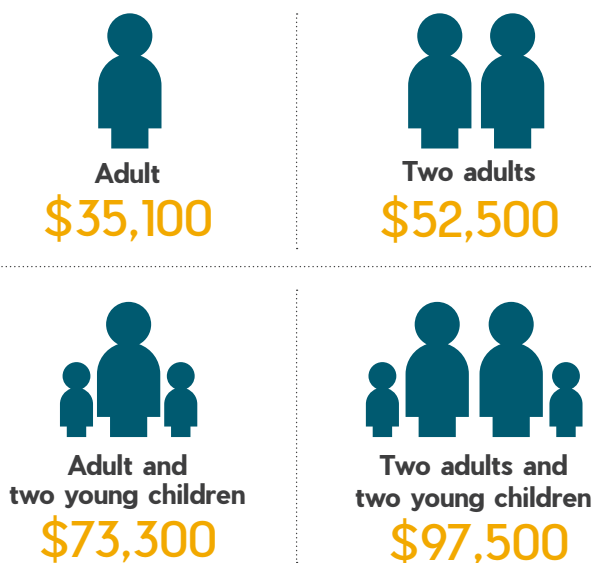
10. Workforce Supports

Challenge. Limited workforce capacity, appointment availability, and cultural competency are top concerns among local leaders. The high cost of master's degrees and the inability of wages to keep pace with the county's self-sufficiency standard are key barriers that reduce the number of behavioral health workers (see Figure 7). Those from diverse backgrounds and those with nontraditional education backgrounds or lived experiences often struggle with these barriers the most. Demand for providers who bring similar lived experiences or common backgrounds as their patients is high, but gaps in diversity of age, language, and race/ethnicity persist among providers.

Recommendation. Create new opportunities or invest in existing efforts to expand the behavioral health workforce pipeline and offer meaningful compensation that supports providers' cost-of-living expenses.

Next steps. Identify programs and opportunities to recruit and retain clinical and administrative staff, such as investing in local loan forgiveness programs and creating apprenticeship opportunities within local clinical settings. Opportunities to reduce cost-of-living barriers include loan forgiveness and grant programs to increase compensation for providers and other staff.

Figure 7. Annual income needed by family type to be self-sufficient in Larimer County²⁷



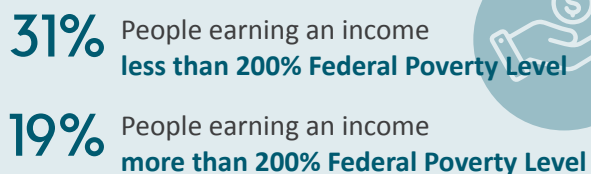
11. Underserved Communities

Challenge. Larimer County has few programs across the behavioral health continuum that are affirming of and provided by members of marginalized communities. Residents from rural areas, communities of color, low-income brackets, the LGBTQ+ community, and the unhoused population face more barriers to accessing and utilizing needed services compared with the general population. These populations encounter added barriers related to language, transportation, having a safe place to receive care, experiencing unfair treatment, and finding providers and facilities that reflect their cultural or social preferences.

Recommendation. Invest in community-based organizations and initiatives that serve populations with unique behavioral health needs, including rural communities, LGBTQ+ individuals, unhoused people, individuals earning low incomes, and historically marginalized racial and ethnic groups.

Next steps. Coordinate with community leaders and organizations that are from or work with underserved populations to identify the types of support they need to create new programs or grow existing ones.

Poor Mental Health by Income²

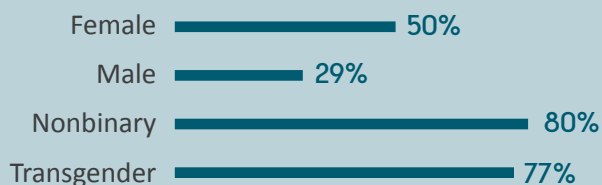


Depression* Among High School-Age Youth¹⁶

By Sexual Orientation



By Gender



* Felt so sad or hopeless for two weeks or more during the past 12 months that they stopped doing some usual activities



Larimer County Community Demographics

12% Linguistically isolated households¹⁷

8% Adults who identify as gay, lesbian, or bisexual¹⁸

17% People of color age 18+¹⁹

30% Youth of color (under 18)¹⁹

13% People who are Hispanic/Latino (all ages)¹⁹

12% Rural population¹⁹

Upstream and Prevention Efforts

Behavioral health service gaps and disparities are also grounded in systemic challenges. This section focuses on a few of the systemic issues most commonly cited by stakeholders: housing affordability, community engagement and connection, and awareness of behavioral health issues. Combating housing shortages, social isolation, and stigma are tall tasks that require long-time horizons, extensive partnerships, and shifts in social norms. While these challenges are key drivers of poor behavioral health, they have much broader impacts. That said, they are important to include as part of Larimer County's priorities for improving the health and well-being of residents in the years to come.

12. Affordable Housing

Challenge. Housing is a foundational pillar of health. People experiencing housing instability have an increased risk of poor physical and mental health outcomes.¹⁰ The need for more affordable, stable housing in Larimer County was one of the biggest concerns among behavioral health providers and community members alike. They cited housing costs as a recruitment barrier for providers. Clinics and community-based organizations said they are struggling to fill jobs because the cost of living in the county, especially related to housing, is so high.

One in three residents (33%) are paying at least one-third of their income toward housing, with rates closer to 50% in central and west Fort Collins.²¹ The high cost of housing is not limited to urban areas; rural communities like Estes Park also have a high percentage of residents burdened by housing costs. Residents on the list for affordable housing often wait years for a unit to open, leaving them with housing stability challenges and limited options to live in their chosen communities.

Figure 8. Connection Between Housing and Health (Housing-First Approach*).



**Note: A housing-first approach acknowledges the importance of safe and stable housing to achieve other things that make and keep people healthy, from physical activity and mental health to addiction recovery and employment.²⁴*



Recommendation. Invest in programs, such as affordable homeownership and down payment assistance, that offer equitable opportunities for community members to purchase affordable homes and remain in them over time. Additionally, work with existing affordable housing programs and organizations to ensure behavioral health supports are available in the places people live.

Next steps. Identify local opportunities to improve housing affordability in Larimer County. For example, the cities of [Boulder](#), [Longmont](#), and [Denver](#) have implemented their own affordable housing programs to address their communities' growing housing affordability crisis.

Larimer County Housing Data



33% Percentage of people who are **housing-cost burdened**²¹

6% Percentage with **unstable housing**²

76% Percentage of older adults (60+) who reported **housing affordability in their community as fair/poor**²²

25% Percentage of the Larimer and Weld population who are **concerned they might lose their home because they cannot afford rent or mortgage payments**²³

63% Percentage of Larimer and Weld renters who **aspire to own a home, but feel unlikely to**²³

13. Community Connection

Challenge. Community connection is a key component of good mental health, yet not everyone has equal opportunities to form and maintain positive relationships. Some community members lack awareness of available programs and activities, while others cannot afford to participate.

Community engagement also needs to be more inclusive. While the county's "bikes and brewpubs" culture is a draw for some residents, it doesn't work well for everyone, and some feel the community lacks enough events with nonalcoholic options or that are not centered around physical activity. In the future, Larimer County residents seek to have more affordable and accessible opportunities to participate in events that create community connection and reduce loneliness.

Social Isolation

Adults from lower-earning households (less than \$75,000 annually for a family of four²⁵) without someone to:²⁶

Confide in: **21%**

Have a good time with: **22%**

10% Older adults (60+) who reported **feeling lonely or isolated**²²

Recommendation. Reduce isolation that leads to behavioral health challenges by introducing and expanding equitable opportunities for strengthening community connections and building social networks. Emphasize adding additional opportunities that are not focused on physical activity or alcohol consumption.

Next steps. Take stock of existing community activities and events and evaluate how the cost, location, and type of activities can be made more equitable for attendees and potential participants.

14. Community Awareness and Education

Challenge. Stigma associated with mental health and substance use services is prevalent in the community. Additionally, community members and others, including government staff and representatives from community-based organizations, don't fully understand the relationship between social factors and behavioral health outcomes. These perceptions can silo funding streams and reduce opportunities to implement solutions along the behavioral health continuum.

Recommendation. Evolve public awareness campaigns to further reduce stigma and demonstrate the connection between behavioral health outcomes and the social determinants of health with messaging tailored for Larimer County's diverse and underserved populations. Build enthusiasm for the importance of upstream prevention efforts, which may not easily attract support because their impacts are less tangible than those of treatment programs and other downstream services.

Next steps. Coordinate with community leaders, especially those who represent or serve as liaisons with underserved populations, to identify best practices and culturally relevant opportunities to share stigma education and highlight the importance of supporting social needs to reduce adverse behavioral health outcomes.

16,000

Larimer County residents
didn't get behavioral health care
in the past year because of stigma²



Public Perception Currently Favors Treatment Over Prevention.³

35% Larimer and Weld County residents who think investing in programs to **prevent people from abusing alcohol and drugs** is very effective

55% Larimer and Weld County Residents who think investing in **more affordable and accessible treatment options** is very effective

Additional Considerations

Eleven challenges identified in CHI's initial assessment were ultimately not included as prioritized recommendations in this CMP. This is because CHI wished to limit the number of systemic challenges to consider and/or because these challenges were not identified among the most urgent priorities by key stakeholders and community members through conversations or stakeholder surveys. Each is an important issue, and some are related to and would benefit from CMP recommendations. The other community challenges are:

- Cost of behavioral health care and information about insurance coverage
- Timeliness of behavioral health care in preferred environments
- Funding to support operating costs of public health and community-based organizations
- Food security and access
- Transportation
- Affordable child care
- Medicaid reimbursement rates
- Behavioral health provider licensure compacts
- Brick-and-mortar locations of behavioral health services
- Systemic racism, discrimination, and unfair treatment
- Provider burnout and moral distress



LOOKING AHEAD

Larimer County has made encouraging strides to improve behavioral health services and outcomes for local residents since the last CMP five years ago. The recent opening of the Acute Care Facility on the Longview™ Campus represents an important and tangible step forward in expanding local capacity to meet behavioral health needs. Still, there is much work to do.

Voters provided significant resources for this work with a two-decade commitment when they approved Ballot Issue 1A in 2018. County leaders, with support from health care providers, community-based organizations, and others, will continue honoring this commitment from the community and leveraging the funding source to meet ambitious goals while prioritizing accountability and transparency.

This CMP outlines priorities and recommendations for the next five years with the goal of guiding the county's next steps among many competing needs. Success will require close collaboration and partnerships, as well as a willingness to regularly evaluate progress and consider evolving needs and issues.



For more information about the CMP or behavioral health efforts in the county, please visit www.larimer.gov/behavioralhealth

APPENDIX

CMP Methods

CHI's research combined quantitative and qualitative approaches to assess Larimer County's behavioral health landscape and inform the 14 recommendations presented in the CMP. CHI took the following steps between June and October 2023:

Research plan and data gap analysis. CHI created a resource inventory that identified gaps in knowledge by topic area and a plan to address these gaps through stakeholder engagement and quantitative data collection.

Quantitative analysis. The team collected and analyzed more than 100 metrics to understand the county's behavioral health landscape. Sources included the Colorado Health Access Survey, American Community Survey, Behavioral Risk Factor Surveillance System, the Health District of Northern Larimer County's Community Health Assessment, and the Colorado Health Information Dataset.

Literature review. A dozen community assessments were reviewed to analyze the demand, utilization, and gaps in behavioral health and social services in Larimer County for different services and populations. CHI also reviewed over 20 news and journal articles for context on systemic and ongoing challenges in behavioral health at the state and national levels.

Key informant interviews. CHI conducted interviews with representatives of 12 organizations in the county. These included government, community-based, and direct service organizations.

Surveys. CHI fielded two surveys to collect information on local behavioral health challenges and offer feedback on CHI's initial findings. Both surveys were distributed to local leaders, staff from community-based organizations, and behavioral health providers.

Expert engagement. CHI regularly met with members of the Executive Sponsors group and Guidance Team throughout the research process to present and discuss findings, in addition to collaborating closely with key staff at BHS.

Acknowledgements

Guidance Team (GT) Members and Executive Sponsor (ES) Representatives

A Guidance Team of behavioral health experts and community leaders, alongside representatives from CMP Executive Sponsor organizations, offered advice and feedback on this report's development, findings, and prioritization of recommendations. We thank these participants for their time and thoughtful contributions.

- Michael Allen, SummitStone Health Partners, ES + GT
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- Amey Dice, Homeward Alliance, GT
- Emily Humphrey, Larimer County Community Justice Alternatives, GT
- Heather Ihrig, Northpoint Recovery, GT
- Liane Jollon, Health District of Northern Larimer County, ES
- MJ Jorgensen, Northern Colorado Health Alliance, GT
- Taylor Kelley, Larimer County Behavioral Health Services, ES + GT Liaison
- Kelsey Lyons, Larimer County Department of Health and Environment, GT
- John McKay, SummitStone Health Partners, GT, Key Informant Interviewee
- Kim Moeller, Alliance for Suicide Prevention of Larimer County, GT
- Linda Nuss, Homeward Alliance, GT
- Jared Olson, Larimer County Department of Health and Environment, GT
- Rachel Olsen, Alliance for Suicide Prevention, GT, Key Informant Interviewee
- Carol Plock, Health District of Northern Larimer County, ES
- Geena Rupp, The Yarrow Collective, GT, Key Informant Interviewee
- Michael Ruttenberg, Family Care Center, GT
- Jessica Shannon, Health District of Northern Larimer County, ES + GT, Key Informant Interviewee
- Trisha Sims, Larimer County Department of Human Services, GT
- Scott Smith, Alliance for Suicide Prevention of Larimer County, GT
- Lyssa Stroup, UCHealth, GT
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- Laura Walker, Larimer County, ES
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Community Partners and Additional Key Informant Interviewees

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- Michele Christensen, Housing Catalyst
- Robert Cook, Larimer County Sheriff's Office Co-Responder Program
- Janina Fariñas, La Cocina
- Jen Head, Health District of Northern Larimer County
- Rebecca Helfand, SummitStone Health Partners
- Marcy Kasner, Larimer County Economic and Workforce Development
- Gloria Kat, The Family Center/La Familia
- Monica Keele, CSU Health Network
- Wendy Lee, Turning Point Center for Youth and Family Development
- Julie Merlino, UCHealth
- Jessica Plummer, Larimer County Behavioral Health Services
- Jodie Riesenberger, Bohemian Foundation
- Amy Sanford, UCHealth
- Laurie Stolen, Larimer County Behavioral Health Services
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RESOLUTION 21- 2008

**OF THE TOWN BOARD OF THE TOWN OF WELLINGTON
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE BOXELDER BASIN REGIONAL STORMWATER
AUTHORITY AS A SEPARATE GOVERNMENTAL ENTITY**

WHEREAS, Town staff has worked since 2005 together with representatives of Larimer County (the "County") and the City of Fort Collins (the "City") to develop a plan to address regional stormwater issues in the Boxelder Basin (the "Basin"), a storm drainage basin that includes portions of each of the three entities' jurisdictions; and

WHEREAS, the Town, the City and the County have also worked with the Colorado Department of Transportation, the Colorado Water Conservation Board, Boxelder Sanitation District, two irrigation and reservoir companies, and private property owners in the Basin to fund and direct the development of the Boxelder Regional Stormwater Master Plan, prepared by PBS&J, Inc., dated October 2006 (the "Master Plan"), the Master Plan having been previously adopted by the Town; and

WHEREAS, the Master Plan describes regional flood control and stormwater management improvements that would benefit the Town, as well as the City and the County, and would reduce the potential for flooding in a significant area outside of the original Boxelder Creek floodplain; and

WHEREAS, in order to carry out the design, construction, operation and maintenance of the improvements described in the Master Plan, an Intergovernmental Agreement (the "IGA") has been prepared to form a storm drainage authority pursuant to Colorado law, specifically Colorado Revised Statutes Section 29-1-204.2; and

WHEREAS, a substantially final version of the IGA is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the IGA forms the Boxelder Basin Regional Stormwater Authority (the "Authority") and designates as the service area of the Authority those lands tributary to or contributing runoff to Boxelder Creek; and

WHEREAS, the Authority would be responsible for ongoing operation and maintenance, and repair and replacement, of Authority improvements to be constructed in accordance with the Master Plan and would be authorized to collect stormwater fees and stormwater development impact fees throughout the Basin within a range approved by all member entities to pay for the cost of carrying out those responsibilities; and

WHEREAS, the IGA provides that each of the member entities would have the option of paying to the Authority the amount representing the fees that would be collected from properties within that entity's jurisdiction, thus allowing the Town to pay to the Authority the amount attributable to Fort Collins properties within the Authority's service area; and

WHEREAS, the completion of the Master Plan improvements is expected to dramatically reduce the cost of addressing stormwater management issues in the Basin in Town and for private property owners; and

WHEREAS, the completion of the Master Plan improvements would reduce the potential to flood damage to existing structures and reduce overtopping of roadways and the cost of constructing public improvements to accommodate predicted flood flows that the Town would otherwise incur; and

WHEREAS, the IGA provides for regional cooperation on compatible public purposes.

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

Section 1. The Board of Trustees approves the IGA and authorizes and directs the Mayor to execute the IGA on behalf of the Town in substantially the form attached hereto as Exhibit A, together with such additional or modified terms and conditions as the Town Administrator, in consultation with the Town Attorney and Town Engineer, determines to be necessary and appropriate to protect the interests of the Town and advance the purposes set forth in this Resolution.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE TOWN BOARD OF THE TOWN OF WELLINGTON, COLORADO, THIS 22nd DAY OF July, 2008.

TOWN OF WELLINGTON, COLORADO



Larry Noel, Mayor

ATTEST:



Larry Lorentzen, Town Administrator/Clerk

N:\WPCUBM\WELLINGTON\BOARD PACKETS\7.22\Resolution sorm water IGA.rtf

Exhibit "A"
Resolution 21-2008

July 15, 2008

INTERGOVERNMENTAL AGREEMENT
FOR STORMWATER COOPERATION
AND MANAGEMENT

THIS INTERGOVERNMENTAL AGREEMENT FOR STORMWATER COOPERATION AND MANAGEMENT (this "Agreement"), entered into this ____ day of _____, 2008, by and among THE BOARD OF COMMISSIONERS OF LARIMER COUNTY, COLORADO (the "County"); THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (the "City"); and THE TOWN OF WELLINGTON, COLORADO, a statutory municipality (the "Town").

WITNESSETH:

WHEREAS, recent growth in the Fort Collins Urban Growth Area (the "City UGA") and the Wellington Urban Growth Area (the "Town UGA") suggests that increased coordination and cooperation between the City, the Town and the County may result in better management, problem resolution, design, construction, maintenance and joint financing of stormwater facilities; and

WHEREAS, the City has established and currently operates its own stormwater utility and its own stormwater utility enterprise (hereinafter referred to jointly as the "City Stormwater Utility Enterprise") to provide and finance stormwater services within the City; and

WHEREAS, the Town has not established a stormwater utility but intends to do so and further intends to operate such stormwater utility as a stormwater utility enterprise (the "Town Stormwater Utility Enterprise") to provide and finance stormwater services within the Town; and

WHEREAS, the County currently collects a stormwater impact fee at the time of development of properties within the Boxelder Creek Basin ("Boxelder Basin" or the "Basin") below County Road 70; and

WHEREAS, the Boxelder Creek Floodplain (the "Boxelder Floodplain") is designated in a Flood Insurance Study prepared by the Federal Emergency Management Agency and dated December 19, 2006; and

WHEREAS, the County is authorized to establish, expand and operate a stormwater utility or stormwater utility enterprise throughout all portions of the Boxelder Basin that are located solely within the boundaries of the County and outside any municipality, pursuant to C.R.S. Section 30-11-1-7(1)(w), Section 30-20-401, et seq., and Section 37-45.1-101, et seq.; and

WHEREAS, a basin master plan titled "Boxelder Creek Regional Stormwater Master Plan" dated October 2006 and prepared by PBS&J Consulting Engineers (the "Plan") has been adopted by the City, the Town and the County; and

WHEREAS, recent engineering studies indicate that constructing stormwater facilities within the Boxelder Floodplain to store stormwater would reduce the threat of floods for approximately 4,900 acres in the Boxelder Floodplain, which acres are located in portions of the City, portions of the Town and in unincorporated Larimer County and would reduce damages to public and private properties, reduce the risk to citizens, increase protection for public roads, bridges and other facilities in the Boxelder Basin; and

WHEREAS, the parties anticipate that areas in the Basin and in the unincorporated areas of the County will be annexed into the City or the Town in the future, subject to the urban growth area boundaries and standards of the City and the Town; and

WHEREAS, the elimination of such flood hazards, as well as the resulting relaxation of associated land use restrictions, would alleviate some of the financial hardships associated with developing those properties that are now located within the Boxelder Basin; and

WHEREAS, the various risks and hazards existing or anticipated to exist in the Basin can be alleviated most efficiently and at the least cost through a regional effort; and

WHEREAS, it appears that financing the construction of the needed stormwater facilities for the Boxelder Basin on a regional basis is best accomplished by the County and the other Members hereto forming an Authority as provided herein, to include those properties located within the Boxelder Basin; and

WHEREAS, the City currently charges a City-wide stormwater impact fee as a condition of issuance of a building permit or, if no building permit is required, upon commencement of construction for new development on those properties located within the City, and further charges an ongoing monthly stormwater fee to all developed properties within the City's boundaries; and

WHEREAS, the Town intends to charge a stormwater basin fee as a condition of issuance of a building permit or, if no building permit is required, upon commencement of construction for new development on those properties located within the Town; and

WHEREAS, as noted above, the County currently charges a stormwater basin impact fee at the time building permits are issued for new development on those properties located in the unincorporated areas of the County within a portion of the Boxelder Basin; and

WHEREAS, it appears that the financing, construction, maintenance and operation of the needed stormwater facilities in the Boxelder Basin are best accomplished by the County expanding or establishing a stormwater utility enterprise (hereinafter referred to jointly as the "County Stormwater Utility Enterprise") to work cooperatively with the Town's Stormwater Utility Enterprise and the City's Stormwater Utility Enterprise; and

WHEREAS, construction, operation and maintenance of said additional stormwater facilities for the Boxelder Basin in accordance with Urban Storm Drainage Criteria Manual Best

Management Practices is necessary and beneficial to the public health, safety and welfare; and

WHEREAS, each of the parties has materially relied on the participation of all parties to this agreement and on the inclusion of all of the property within the defined Service Area to accomplish the purposes set forth in this Agreement, and

WHEREAS, the City, the Town and the County desire to enter into this Agreement in order to delineate the duties and responsibilities of each Member with respect to the proposed stormwater improvements for the Boxelder Basin; and

WHEREAS, C.R.S. Section 29-1-203 authorizes the City, the Town and the County to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of them, which cooperation may include the sharing of costs and the incurring of debt; and

WHEREAS, C.R.S. Section 30-20-402(1)(h) authorizes the County to enter into and perform contracts with the City and the Town for or concerning the planning, construction, lease or other acquisition and the financing of stormwater facilities and the maintenance and operation thereof; and

WHEREAS, C.R.S. Section 29-1-204.2(1) provides that a combination of municipalities or other political subdivisions of this State may establish, by contract with each other, a separate governmental entity, to be known as a drainage authority, to be used by such contracting Members to effect the development of stormwater and drainage facilities for the benefit of the inhabitants of such contracting Members or others at the discretion of the Directors; and

WHEREAS, C.R.S. Section 29-1-204.2(4) and (5) provides that a drainage authority established by such contracting Members shall be a political subdivision and a public corporation of the State, separate from the members to the contract and that it shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate; and

WHEREAS, the provisions of Articles 10.5 and 47 of Title 11, C.R.S., shall apply to moneys of the entity and the bonds, notes and other obligations of a water or drainage authority formed under the provisions of this Agreement shall not be the debts, liabilities or obligations of the original contracting Members or Members that may enter the establishing contract in the future; and

WHEREAS, C.R.S. Section 29-1-204.2(6) provides that the contracting members may provide in the contract for payment to the separate governmental entity of funds from proprietary revenues for services rendered by the entity, from proprietary revenues or other public funds as contributions to defray the cost of any purpose set forth in the contract, and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the entity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereto agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions. In this Agreement, capitalized terms not otherwise defined shall have the meanings respectively assigned thereto in the Recitals to this Agreement or as provided in this Section 1.01, unless the context clearly requires a different meaning:

“Agreement” means this Intergovernmental Agreement for Stormwater Cooperation and Management and any amendments hereto.

“Authority” means the Boxelder Basin Regional Stormwater Authority.

“Boxelder Project” means acquisition and construction of the Project Improvements described in the Plan.

“City” means the City of Fort Collins, Colorado.

“County” means Larimer County, Colorado.

“Directors” means the members of the Authority’s Board of Directors.

“Fiscal Year” means the calendar year.

“Flood Insurance Study” means the official report in which the Federal Emergency Management Agency (“FEMA”) has provided flood profiles, as well as the Flood Boundary-Floodway Map and water surface elevation of the base flood, in all or a part of the Service Area.

“Member” means the City, the County, the Town and any additional member government added as a party to this Agreement by amendment after the date hereof.

“Operation and Maintenance” means the ongoing maintenance, operation, repair and replacement of the Project Improvements.

“Plan” means the Boxelder Creek Regional Stormwater Master Plan dated October 2006, together with any amendments thereto approved by a unanimous vote of the Members.

“Project Improvements” means, without limitation, detention areas or flood storage facilities; reservoirs; open channels; irrigation canal overflow or spill structures; diversion or confinement berms; utility relocations; road and railroad crossing structures; water quality enhancement features; and landscaping of disturbed areas, to the extent contemplated by the Plan.

“Service Area” means the area shown on Exhibit “A” hereto.

“State” means the State of Colorado.

“Stormwater Service Fee” means a recurring, monthly or quarterly fee charged to all customers of the Authority upon the basis of such customers’ relative contributions to storm flows on a continuing basis, and applied to Operation and Maintenance and debt service requirements of the Authority.

“System Development Fee” means a one-time charge imposed upon rezoning of property or the issuance of a building permit with respect to property in the Service Area, for the purpose of recovering a reasonable portion of the Authority’s existing or future capital investment in the Project Improvements.

“TABOR” means Article X, Section 20 of the Constitution of the State.

“Town” means the Town of Wellington, Colorado.

ARTICLE II

CREATION AND GOVERNANCE OF THE AUTHORITY

Section 2.01. Creation of Authority. The City, the Town and the County, by this Agreement, hereby establish the Authority as a drainage authority pursuant to C.R.S. § 29-1-204.2(2). The Authority shall exist until dissolved or terminated in accordance with this Agreement.

Section 2.02. Name and Service Area. The Authority shall be known as the Boxelder Basin Regional Stormwater Authority and the Authority shall carry out the Responsibilities set forth in this Article. The initial Service Area of the Authority shall include those portions of the Service Area in the City, the Town or the unincorporated areas of the County as of the date of this Agreement, as shown and described on Exhibit “A”, which is attached to and made of part of this Agreement.

Section 2.03. Board of Directors. The Authority shall be governed by a board of directors consisting of five (5) members (the “Directors”), consisting of one each selected by the City, the Town and the County, and two unaffiliated members, representing the public at large, one selected by the City and the County upon mutual agreement and one by the town and County upon mutual agreement. No more than one of such unaffiliated members shall be employed by or an elected official of any Member. Each director shall serve a three (3) year term, with terms staggered and expiring on the 1st day of April or as soon thereafter as the successor director is approved. The staggered terms of Directors shall expire each three (3) years with the first Directors’ terms expiring as follows: The Town-appointed director – 2009; City-appointed director and County/Town-appointed director – 2010; County-appointed director and

County/City-appointed director -- 2011. Officers of the Authority shall consist of a president, secretary and treasurer, which shall be appointed by a majority of the board of Directors and shall be re-appointed on the 1st day of April of each year or as soon thereafter as successors may be qualified. Each board member shall have one (1) vote. The majority of the Directors shall constitute a quorum and a majority of the quorum shall be necessary to take any action by the board. The board shall comply with all obligations and may exercise all powers authorized by Title 29, Article 1, Part 2, C.R.S.

Section 2.04. Distribution of Property of the Authority Upon Dissolution. If the Authority is dissolved, property of the Authority shall pass jointly to the Members as tenants in common thereto, except as otherwise expressly agreed in writing.

Section 2.05. Actions of Board and Members. Generally, actions may be taken by the Authority upon majority approval the Directors; provided, however, that the following actions may only be taken with the following approvals:

(a) This Agreement may only be terminated or dissolved by unanimous vote of the Members, and only in the event that all bonds, notes and other financial obligations of the Authority and the obligation to operate, maintain, repair and replace any existing improvements of the Authority have been paid or duly provided for by escrow or otherwise;

(b) Fees, rates and other charges consistent with Article V of this Agreement may only be established by a majority vote of the Directors;

(c) Preliminary and final engineering studies for improvements to be constructed by the Authority in accordance with the Plan, including but not limited to the Boxelder Project, as hereinafter defined, may only be approved by a majority of the Directors;

(d) Any amendments to the Plan may only be approved by a unanimous vote of the Members;

(e) Any amendments to this Agreement may only be made on a unanimous vote of the Members; and

(f) Any borrowing, issuance of debt, or multiple fiscal year financial obligation may only be approved by a unanimous vote of the Members.

Section 2.06. Description of the Boxelder Project. The Boxelder Project may include, without limitation, any Project Improvements described in the Plan. The Members intend and acknowledge that implementation of the Plan will include the design of permanent natural habitat and other natural features as part of the stream stability and erosion control improvements to be constructed, and, to the extent practicable, as part of other improvements to be constructed by the Authority. All improvements of the Authority will be designed so as to minimize the

potential for introduction of human-caused pollutants in accordance with the Urban Storm Drainage Criteria Manual Volume III – Best Management Practices, or such other subsequently adopted standard as the Directors may approve. The Members further intend and acknowledge that the enhancement and restoration of native vegetation, wildlife habitat, naturally meandering stream channel topography, and other similar natural features are beneficial for the sustained maintenance of the Boxelder drainage.

Section 2.07. The Authority's Responsibilities. The Authority shall have the following responsibilities:

(a) Plan and establish a financial structure that equitably distributes among all properties within the Service Area the costs of the Boxelder Project. The financial structure will include both impact fees and service fees;

(b) Plan and arrange for the Operation and Maintenance of the Project Improvements;

(c) Plan and establish a financial structure that equitably distributes among all properties within the Service Area the costs of acquisition and construction of the Project Improvements, Operations and Maintenance of the Project Improvements and costs of administering and operating the Authority. The financial structure to fund said expenses will include service fees and such other sources of revenue as the Authority may determine to be appropriate and sufficient to support the acquisition and construction of the Project Improvements, the Operation and Maintenance of the Project Improvements and administration of the Authority, in a fiscally sustainable manner;

(d) Obtain any necessary Stormwater MS4 Permitting (stormwater quality) required for its undertakings within the Service Area;

(e) Comply with all local laws and requirements, including but not limited to land use and zoning laws and similarly applicable land use code provisions and floodplain and storm drainage regulatory requirements; and

(f) Cooperate and collaborate with the Members, other governmental entities and jurisdictions, nonprofit and private entities and persons and property owners, to incorporate into Authority project plans, to support, and to encourage the design of, development and use of Authority property and improvements, to provide for natural habitat preservation and restoration, preservation of viewsheds and aesthetic values, and transportation connections, and to advance other compatible public purposes and uses, insofar as the same are not in conflict with the primary stormwater objective of the Authority.

Section 2.08. Enterprise Status. To the extent practicable, the Authority shall be operated as an enterprise within the meaning of TABOR and the Water Activity Enterprise Law, Part 1 of Article 45.1, Title 37, C.R.S. For such purposes, payments to the Authority by

Members pursuant to Sections 5.03 or 6.03 hereof shall not constitute “grants.”

Section 2.09. Particular Duties of the Board. The Board shall diligently pursue the implementation of the Plan, and shall comply with the applicable provisions of Article 1, Title 29, C.R.S.

ARTICLE III

POWERS OF THE AUTHORITY

Section 3.01. Powers. The Authority shall have and may exercise the following powers together with any additional powers conferred upon drainage authorities by C.R.S. Section 29-1-204.2 as it may be amended from time to time:

(a) Pursuant to the Plan to develop stormwater systems or facilities or drainage facilities in whole or in part for the benefit of the inhabitants of the contracting Members or others, at the discretion of the Directors, subject to fulfilling any conditions or requirements set forth in this Agreement or in any other contract concerning the Authority;

(b) To make and enter into contracts;

(c) To employ agents and employees;

(d) To acquire, construct, manage, maintain, fund, plan and operate drainage and flood control systems, facilities, works, or improvements, or any interest therein;

(e) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property utilized only for the purposes of providing drainage, flood control, or stormwater quality control or for related or accessory purposes;

(f) To condemn property for public use;

(g) To incur debts, liabilities, or obligations, including without limitation by the issuance of bonds, notes and other financial obligations;

(h) To sue and be sued in its own name;

(i) To have and use a corporate seal;

(j) To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority;

(k) To adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose;

(l) To exercise any other powers which are essential to the provision of functions, services, or facilities by the Authority and which are specified in this Agreement or any other contract concerning the Authority;

(m) To do and perform any acts and things authorized by Section 29-1-204.2, C.R.S., and this Agreement under, through, or by means of an agent or by contracts with any person, firm, or corporation;

(n) To permit other municipalities, special districts, or political subdivisions of the State that are authorized to provide drainage facilities to become Members in the manner provided in this Agreement;

(o) To provide for the rehabilitation of any surfaces adversely affected by the construction of pipelines, facilities, or systems or of stormwater or other drainage facilities through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands; and

(p) To the extent permitted by law, to justly indemnify property owners or others affected for any losses or damages incurred, including reasonable attorney fees, or that may subsequently be caused by or which result from actions of the Authority.

Section 3.02. Insurance. The Authority shall comply with all minimum insurance requirements of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq. Unless the Members vote unanimously to approve other insurance limits, the Authority shall maintain commercial general liability insurance with minimum limits of \$1,000,000 combined limit for each occurrence and \$2,000,000 general aggregate, including products/completed operations and personal injury. So long as any obligation is owed to the Colorado Water Conservation Board ("CWCB") the company providing the insurance coverage shall be acceptable to the CWCB.

Section 3.03. Authority Not a Taxing Entity. The Authority shall not have the power of taxation.

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF MEMBERS

Section 4.01. The County's Representations and Covenants. The County makes the following representations and covenants:

(a) It will promptly transfer to the Authority all revenues, fund balances, improvements and responsibilities associated with the County's existing stormwater impact fee in the Service Area, and will transfer to the Authority any amounts representing fees applicable within its jurisdiction to the extent it elects to make payment

to the Authority in lieu of the collection of such fees pursuant to Section 5.04;

(b) It has adopted or will adopt the Plan;

(c) It will duly appoint initial and replacement Directors in accordance with Section 2.03 hereof;

(d) It will, to the extent it is necessary to locate certain stormwater improvements within the unincorporated areas of Larimer County and if requested by the Authority, cooperate with the Authority in any condemnation actions, including the County's use, with approval of the County Board of Commissioners in its sole discretion, of its powers of eminent domain to acquire property as requested by the Authority, so long as all costs of the County are reimbursed by the Authority, and the County is held harmless;

(e) It will allow the Authority, within the County's standards and specifications, to utilize easements and rights of way dedicated to the public for the Authority's purposes, subject to the primary use of the right of way and applicable police powers;

(f) It will cooperate in preparing all preliminary and final engineering services necessary for the design and construction of the Boxelder Project;

(g) It will establish and implement stormwater standards, to be applied in connection with subdivision, development and building review and approval, that are consistent with the analytical assumptions and objectives of the Plan; and

(h) It will cooperate with the Authority and other Members in seeking approval of changes to the Flood Insurance Study or underlying components, and consent to the Authority's submission of the same to FEMA.

Section 4.02. The City's Representations and Covenants. The City makes the following representations and covenants:

(a) To the extent permitted by any ordinances authorizing bonds and other obligations of the City Stormwater Utility Enterprise in effect or existing as of the effective date of this Agreement, it will transfer to the Authority any amounts representing fees applicable within its jurisdiction to the extent it elects to make payment to the Authority in lieu of the collection of such fees pursuant to Section 5.04;

(b) It has adopted or will adopt the Plan;

(c) It will duly appoint initial and replacement Directors in accordance with Section 2.03 hereof;

(d) It will, to the extent it is necessary to locate certain stormwater improvements within the City and if requested by the Authority, cooperate with the Authority in any condemnation actions, including the City's use, with approval of the City Council in its sole discretion, of its powers of eminent domain to acquire property as requested by the Authority, so long as all costs of the City are reimbursed by the Authority, and the City is held harmless;

(e) It will allow the Authority, within the City's standards and specifications, to utilize easements and rights of way dedicated to the public for the Authority's purposes, subject to the primary use of the right of way and applicable police powers;

(f) It will cooperate in preparing all preliminary and final engineering services necessary for the design and construction of the Boxelder Project;

(g) It will establish and implement stormwater standards, to be applied in connection with subdivision, development and building review and approval, that are consistent with the analytical assumptions and objectives of the Plan; and

(h) It will cooperate with the Authority and other Members in seeking approval of changes to the Flood Insurance Study or underlying components, and consent to the Authority's submission of the same to FEMA.

Section 4.03. The Town's Representations and Covenants. The Town makes the following representations and covenants:

(a) It will transfer to the Authority any amounts representing fees applicable within its jurisdiction to the extent it elects to make payment to the Authority in lieu of the collection of such fees pursuant to Section 5.04;

(b) It has adopted or will adopt the Plan;

(c) It will duly appoint initial and replacement Directors in accordance with Section 2.03 hereof;

(d) It will, to the extent it is necessary to locate certain stormwater improvements within the Town and if requested by the Authority, cooperate with the Authority in any condemnation actions, including the Town's use, with approval of the Town Board in its sole discretion, of its powers of eminent domain to acquire property as requested by the Authority, so long as all costs of the Town are reimbursed by the Authority, and the Town is held harmless;

(e) It will allow the Authority, within the Town's standards and specifications, to utilize easements and rights of way dedicated to the public for the Authority's purposes, subject to the primary use of the right of way and applicable police powers;

(f) It will cooperate in preparing all preliminary and final engineering services necessary for the design and construction of the Boxelder Project;

(g) It will establish and implement stormwater standards, to be applied in connection with subdivision, development and building review and approval, that are consistent with the analytical assumptions and objectives of the Plan; and

(h) It will cooperate with the Authority and other Members in seeking approval of changes to the Flood Insurance Study or underlying components, and consent to the Authority's submission of the same to FEMA.

ARTICLE V

RATES AND CHARGES; PROJECT PAYMENTS

Section 5.01. Power and Duty to Impose. The Authority shall be authorized and required to impose the following rates, fees and charges on property within the Service Area to fund regional improvements as described in the Plan: (a) a Stormwater Service Fee and (b) a System Development Fee.

Section 5.02. All rates, fees and charges shall be consistent with the terms of this Agreement. The Members have obtained a financial feasibility study report prepared by Alex Brown Consulting, identified as Boxelder Creek Alliance Financial Analysis, and dated May 22, 2008 (the "Feasibility Study").

(a) In order to fund the Authority's projects and operations in accordance with the Feasibility Study, the Members agree that the Authority shall no later than January 1, 2009, establish a Stormwater Service Fee to be collected on an ongoing, regular, basis from owners of property within the Service Area. The Stormwater Service Fee shall be set by the Authority generally based upon impervious area, and on average shall not exceed \$ 0.04 per square foot of impervious area per year or be less than \$ 0.03 per square foot of impervious area per year.

(b) To provide additional funding for the Authority's projects and operations, the Members agree that the Authority shall no later than January 1, 2009, establish a System Development Fee to be collected in connection with development of property within the Service Area no later than at the time of issuance of a building permit. The System Development Fee shall be generally based upon impervious area, and on average shall not exceed \$ 0.30 per square foot of new impervious area or be less than \$ 0.20 per square foot of new impervious area.

(c) The Authority shall review the Stormwater Service Fee and System Development Fee on a biennial basis, and shall adjust the System Development Fee to reflect the investment in the value of assets of the Authority and depreciation of those assets. Modifications of the permitted average range of Stormwater Service Fee and the System Development Fee parameters

may be made by adoption of an amendment to this Agreement.

Section 5.03 Uniformity and Rates and Charges. The rates, fees and charges collected by the Authority shall be uniform within the Service Area, and shall as nearly as practicable result in similar charges to similarly-situated properties. Such rates and charges shall be imposed in sufficient amounts to provide for the Operation and Maintenance expenses of the Authority, and to defray, or provide a reasonable reserve for the payment of, its capital requirements. The Authority is authorized to pledge all or any portion of the revenues derived from its rates, fees and charges, including amounts received from Members pursuant to Section 5.03 hereof in lieu of rates, fees and charges, to the payment of the principal of and interest on the obligations of the Authority issued pursuant to Section 3.01(g) hereof.

Section 5.04. Option of Members to Contribute in Lieu of Authority Collection of Rates and Charges. It is not intended that this Agreement shall deprive any Member of its inherent power to charge for stormwater services and facilities within its boundaries. As to any fiscal year a Member may at its discretion elect to pay directly to the Authority an amount equal to the total of the Authority's rates, fees and charges imposed on property within such Member's jurisdiction, in which case the Authority shall credit the account of each such property and refrain from billing and collection in the affected area. Direct payments of such amounts shall be made by a Member so electing no later than the dates upon which payments by property owners to the Authority would have been due if the Authority had billed such property owners directly. A Member electing to make such payments shall file a written notice with the Authority not later than November 1 of the year preceding the fiscal year as to which it makes such election, stating the fiscal year as to which such election is effective and the specific rates, fees or charges affected, together with evidence satisfactory to the board of the Authority of the appropriation and assignment of funds by such Member's governing body sufficient to fully provide for all payments due as the result of such election. In any case where a Member so elects, nothing shall prevent it from imposing and collecting rates, fees and charges to customers within its boundaries which differ from the Authority's prevailing rates, fees and charges, provided that the Authority does not thereby receive less revenue than it would if it were directly imposing and collecting its own prevailing rates.

Section 5.05. Enforcement/Unpaid Charges a Lien. Any charge due hereunder which shall not be paid when due may be recovered in an action at law by the Authority. All rates, fees and charges imposed pursuant to this Article shall be a lien upon the property to which such fee is associated from the date the fee becomes due until such fee is paid. The owner of every building, premises, lot or house shall be obligated to pay the fee for all service provided for the premises which obligation may be enforced by the Authority by action at law or suit to enforce the lien. In the case that a tenant in possession of any premises or buildings shall pay the charges, it shall relieve the landowner from such obligation and lien but the Authority shall not be required to look to any person whatsoever other than the owner for the payment of such charges. No changes of ownership or occupation shall affect the application of this Article and the failure of any owner to learn that he or she purchased property against which a lien for stormwater authority rates, fees or charges exists shall in no way affect the responsibility for such payment. Any delinquent amount may be enforced by assessment upon the property and premises served

and certification to the County Treasurer for collection under and pursuant to the authority and procedure provided in by applicable law.

Section 5.06. Initial FEMA Grant Funding. The Members have applied for, and received preliminary notice of award of, a FEMA Pre-Disaster Mitigation grant in the approximate amount of \$3 million, for design and construction of certain improvements described in the Plan (the “PDM Grant”). The Members anticipate that the Authority will receive the PDM Grant and use the PDM Grant funds, together with local matching funds in the approximate amount of \$1 million, to design and construct the grant-funded improvements and administer the PDM Grant. The Members agree to share the local match obligation among them, and cash funds or in-kind services in the following approximate proportions: the County – 50%; the Town – 30%; the City – 20%. Such Member contributions shall be made to carry out and complete the PDM Grant project in the specific manner mutually agreed by the Members.

Section 5.07. Repayment to Member Entities. The Authority shall be obligated to, and hereby covenants to repay in full, any amounts advanced or obligations incurred by Member entities on behalf of or under agreement with, the Authority, except as expressly waived in writing by the Member to which such repayment would otherwise be due.

ARTICLE VI

FINANCIAL RECORDS AND ACCOUNTING

Section 6.01. Annual Audit. The books and financial records of the Authority shall be examined annually by an independent auditor, whose report thereon shall be completed and filed for public inspection at the office of the Authority not later than July 1 of the calendar year following the close of the fiscal year for which such records are examined.

Section 6.02. Budget. The Authority shall propose and adopt an annual budget for each ensuing fiscal year, not later than September 1 of the year preceding the fiscal year for which such budget is prepared. The budget shall contain a complete plan for the financial operations of the Authority for such ensuing fiscal year, including an estimate of revenues based upon the then current or most recently adopted schedule of rates, fees and charges and including any other anticipated source of funds for operating or capital purposes, an estimate of the cost of Operation and Maintenance, an estimate of the cost of capital additions and the debt service requirements of bonds, notes or financial obligations issued in connection therewith and a five-year capital improvements plan.

Section 6.03. Payments to and Contributions by Members. Nothing in this Agreement shall prevent any one or more Members from acquiring or constructing all or any portion of the Boxelder Project by agreement with the Authority. Any such agreement may provide either for a cash payment by the Authority to such Member or Members or for a credit in kind against amounts owing by such Member or Members to the Authority, the amount thereof in either case being based upon the actual amounts expended by such Member or Members upon such acquisition or construction. The Authority shall not enter into agreements to extend credit in

kind to such an extent that its funds available for Operation and Maintenance and debt service requirements are impaired.

ARTICLE VII

ADMINISTRATION

Section 7.01. Authority Staff, Attorney, Auditor and Other Staff and Services. The Authority, through its board, shall hire or retain the following:

(a) Authority Manager. The Authority shall retain a manager on a full or part time basis to manage the Authority, or shall contract for management services. The manager shall be answerable to the Directors and may be an employee of any of the Members and, if an employee paid by a Member, the Authority shall enter into a separate contract with the Member which employs the manager, according to the separate agreement to be entered into between the Authority and the Member employing the manager.

(b) Attorney. The Authority shall retain an attorney or shall contract for legal services as needed. The attorney shall be answerable to the Directors.

(c) Auditor. The Authority shall retain an auditor or shall contract for auditing services as needed. The auditor shall be answerable to the Directors.

(d) Other Authority Administrative and Professional Staff and Staff. The Authority shall retain such additional administrative or professional staff on a full or part time basis, or shall contract for administrative or professional services as needed. Any such employees shall be answerable to the Directors and may be an employee of any of the Members and, if an employee paid by a Member, the Authority shall enter into a separate contract with the Member who employs the employee, according to the separate agreement to be entered into between the Authority and the Member employing the employee.

Section 7.02. Due Diligence. The Members agree to exercise due diligence in performing their duties under this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice or other communication given by any Member to the other Members relating to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, addressed to the other Members, at their respective addresses as set forth below; and such notice or other communication shall be deemed given, when so hand delivered or three (3) days after so mailed:

If to the City:

Utilities Executive Director
City of Fort Collins
P. O. Box 580
Fort Collins, CO 80522

With a copy to:

City Attorney
City Attorney's Office
300 LaPorte Avenue
P. O. Box 580
Fort Collins, CO 80522

If to the County:

Public Works Director
Larimer County
Storm Drainage Engineer
P. O. Box 1190
Fort Collins, CO 80522

With a copy to:

George Haas
Larimer County Attorney's Office
224 Canyon Ave., Ste. 200
P. O. Box 1606
Fort Collins, CO 80522-1606

If to the Town

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

With a copy to:

J. Brad March
Wellington Town Attorney
March, Olive & Pharris, LLC
110 E. Oak St., Ste. 200
Fort Collins, CO 80524

Section 8.02. Annexation. In the event that any parcel of real property currently located in unincorporated Larimer County and in the Service Area is annexed into the City or the Town, the Authority, County and annexing entity shall work cooperatively to ensure that the fees, rates and charges collected from or attributable to the annexed property are equitably apportioned. Upon completion of the construction of the Project Improvements, all such Improvements shall be owned by the Authority, except as otherwise expressly agreed and documented in writing by all Members. It is the intent of the Members that annexation of property within the Authority boundaries by a non-Member municipality will not alter the Authority's power or the rates, fees or other charges imposed by the Authority upon such property, except as expressly agreed in writing by the Authority and such annexing municipality.

Section 8.03. Financial Obligations of Members. At the option of any Member obligated to make any payment hereunder, such payment may, at such Member's discretion, constitute an obligation of such Member or its respective Stormwater Utility Enterprise. Obligations of the Members pursuant to this Agreement are hereby made expressly contingent upon the respective governing bodies of the County, Town or the City appropriating annually any funds necessary for the fulfillment of such obligations.

Section 8.04. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the Members hereto (including their respective Stormwater Utility Enterprises) and their respective successors and assigns.

(b) This Agreement is made in and shall be construed and interpreted in accordance with the laws of the State of Colorado.

(c) This Agreement shall not be assigned by any of the Members without the prior written consent of the other Members.

(d) The paragraph headings used herein are for convenience of reference and in no way shall define, limit or prescribe the scope or intent of any provision of this Agreement.

(e) This Agreement shall be construed according to its fair meaning and as if prepared by all Members and shall be deemed to be and contain the understanding and agreement among the Members with respect to the subject matter of this Agreement. There shall be deemed to be no other terms, conditions, promises, understandings, except as expressly agreed in writing by the Members.

(f) Statements or representations, either expressed or implied, concerning this Agreement shall not be binding on any Member except as set forth in any official action or subsequent writing signed by all of the Members. Amendment of this Agreement shall require unanimous consent of all Members.

(g) The Members agree to cooperate in good faith in fulfilling the terms of this Agreement. The Members agree that they will attempt to resolve, by good faith negotiations before reverting to litigation, any disputes concerning the interpretation of this Agreement and any unforeseen questions and difficulties which may arise in implementing this Agreement.

(h) Notwithstanding any other provision of this Agreement or any other incorporated provision, the Members recognize that there are legal constraints imposed upon each of the Members as governmental entities by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and by the respective charters and codes of such Members. Each Member agrees that, subject to such constraints, such Member expects to carry out the terms and conditions of this Agreement. Such constraints include, without limitation, the constraints of TABOR relating to governmental entities incurring multi-year fiscal obligations. Therefore, notwithstanding any other provision of this Agreement to the contrary, in no event shall any Member exercise any power or take any action that shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS,
LARIMER COUNTY, COLORADO

By: _____
Chair

ATTEST:

Deputy Clerk

APPROVED AS TO FORM:

Assistant County Attorney

THE CITY OF FORT COLLINS, COLORADO,
a Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

THE TOWN OF WELLINGTON, COLORADO,
a Statutory Municipality

By: _____
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Board of Trustees Meeting

Date: February 27, 2024
Subject: Town of Wellington 2023 Annual Report

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

BACKGROUND / DISCUSSION

The Town of Wellington is proud to present the 2023 Annual Report. Within this report, you will read about accomplishments that reflect our mission of providing outstanding municipal services for our community today and tomorrow. The Annual Report is a broad look at major milestones but does not delve into the intricate daily operations that keep the town running smoothly each day.

We would like to thank the Board of Trustees, our dedicated Boards & Commissions, and our hardworking staff, whose unwavering efforts contribute immensely to the continuous improvement of our town. Thank you for being integral partners in our shared journey toward progress.

The report will be shared on different platforms, including the Town's official website, featured prominently in our Town newsletter, and boards & commission packets, ensuring broad accessibility and engagement among our community members.

STAFF RECOMMENDATION

ATTACHMENTS

1. 2023 Annual Report

2023

ANNUAL REPORT



**TOWN OF
WELLINGTON**

Town of Wellington
8225 Third St
Wellington, CO
WellingtonColorado.Gov



BOARD OF TRUSTEES



Shirrell Tietz
Trustee



David Wiegand
Trustee



Ashley Macdonald
Mayor-Pro Tem



Calar Chaussee
Mayor



Brian Mason
Trustee



Rebekka Dailey
Trustee



Jon Gaiter
Trustee

Calar Chaussee, Mayor

chausseec@wellingtoncolorado.gov

Term expires: April 2026

Ashley Macdonald, Mayor Pro Tem

macdonas@wellingtoncolorado.gov

Term expires: April 2024

Jon Gaiter, Trustee

gaiterjm@wellingtoncolorado.gov

Term expires: April 2024

Rebekka Dailey, Trustee

daileym@wellingtoncolorado.gov

Term expires: April 2024

Brian Mason, Trustee

masonb@wellingtoncolorado.gov

Term expires: April 2026

Shirrell Tietz, Trustee

tietzs@wellingtoncolorado.gov

Term expires: April 2026

David Wiegand, Trustee

wiegandd@wellingtoncolorado.gov

Term expires: April 2026

The Board of Trustees meets at 6:30 pm on the 2nd & 4th Tuesday of each month.

Town Leadership Team

Patti Garcia
Kelly Houghteling
Bob Gowing
Meagan Smith
Cody Bird
Stephanie Anderson
Ethan Muhs
Billy Cooksey
Ross LaGenese

Town Administrator
Deputy Town Administrator
Public Works Director
Deputy Public Works Director
Planning Director
Human Resources Director
Town Clerk
Parks & Recreation Manager
Library Director



BOARDS AND COMMISSIONS

MEETING INFORMATION

Meeting location and information is available on the agenda before the start of the event. To access all Board and Commission meeting information, visit:

wellingtoncolorado.gov/129/AgendasMinutes

BOARDS AND COMMISSIONS

BOARD OF ADJUSTMENTS

Work with matters concerning the application of zoning regulations.

Monthly Meetings

- 4th Thursday, as necessary
- 7 p.m.

PARKS & REC ADVISORY BOARD (PROST)

Advise on the improvement and operation of the Town's park, rec, open space, & trails.

Monthly Meetings

- 2nd Wednesday
- 6 p.m.

FINANCE COMMITTEE

Review the Town's budget and monthly financial reports.

Monthly Meetings

- 3rd Monday
- 6 p.m.

PLANNING COMMISSION

Navigate policies related to planning, land use regulation, and community development.

Monthly Meetings

- 1st Monday
- 6:30 p.m.



Town Highlights

Community Livability Report Sheds Light on Resident Opinion

The Town partnered with the National Research Center for a community livability report, presenting insights from 502 residents with an 18% response rate.

Website Revamped

A year-long effort dedicated to redesigning the website, ensuring ADA compliance, and enhancing user-friendliness.

Town Awarded \$608,000 for Wastewater Fund

Secured \$608,000 in Congressional Direct Funding for the enhancement of the Viewpoint Lift Station.

Improving Public Access through Expanded Hours

Enhanced public access to the Municipal Services Building, introducing extended hours from 7:30 am to 5:30 pm in summer and 7:30 am to 5:00 pm in the winter.

Town Launches Development Activity Online Map

The Town launched a development map to find information about development-related projects, including upcoming public meetings, project status, and a brief project description.

Town Collaborates on Emergency Preparedness

Collaborated with the Larimer County Office of Emergency Management for community Town Hall, an informative session discussing community emergency preparedness.

Cost-Efficient Move: Sheriff's Office Relocated

Relocated the Sheriff's office to the old Town Hall, cutting rental costs and creating additional space for downtown businesses.

New! Strategic Plan Tracker

Implemented the inaugural tracking system for strategic planning on the Town website, providing the public with more information.

Northern Water Grant Blossoms into Demonstration Garden

Secured Northern Water grant for a demonstration garden at the Municipal Services Building, offering valuable information on water-wise plant choices for the community.

Town Engages Residents in Fiscal Dialogue

The Town hosted the 3rd annual Budget Boo-nanza. This family-friendly event was an opportunity to inform the public on the 2024 budget. Around 91 participants attended.



Events Draw Crowds, Fostering Small Town Feel

Annually, the Town host numerous events that draw the community together such as 4th of July, Egg Hunt, Parade of Lights, Veterans Day, Clean-up Day, Town-wide Garage Sale and more!

Election Excellence: Setting the Stage for 2024 Election

Staff worked diligently to prepare for the April 2024 mail-ballot election with municipal counterparts, Larimer County elections leadership, and the Board of Trustees.

National Night Out

Town partnered with Larimer County Sheriff's Office for first-ever community-building campaign that promotes police-community partnerships and neighborhood camaraderie.

Library's Growing Impact

In 2023, the Wellington Public Library gained 405 new patrons, while circulating 35,463 resources—a testament to its growing community impact.

Tree-Mapping Initiative

The town initiated a comprehensive tree mapping project in Wellington to improve long-term maintenance and deepen our understanding of the tree canopy.

Proactive Maintenance Improves Community Safety

Staff enhanced safety at Centennial Park and Wellington Community Park by addressing playground issues, upgrading surfaces, and upgrading park lighting.

By the Numbers



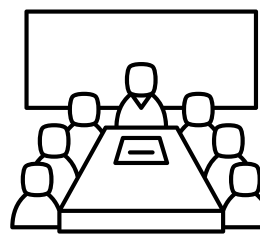
80

80 open records requests fulfilled, totaling 82 hours

225



Number of municipal court cases processed with increased efficiency



4,824

minutes spent at Board of Trustees Regular Meetings and Work Sessions



Innovative Solution Revamps Splash Pad

Town staff saved time and money by finding an innovative solution to repair the aging splash pad. This upgrade will improve safety, efficiency, and reduce operating costs.

Accessibility Improvements at Library

The Library upgraded tables that are height adjustable making it more accessible for people in a wheelchair.

Library Expands Reach

Wellington Public Library expanded its reach with programming, resources, increased grant funding, events, and heightened access for all patrons and residents serving as a model for rural libraries across Colorado.

Park 'N Play Days

Parks & Rec hosted four Park 'N Play events at local parks through town. A free event for the whole family!

Wellington Recreation Offers New Programming

Exciting new programs were offered in 2023 such as indoor pickleball, high school-aged baseball, saddles-to-paddles, and taekwondo. Adaptive recreation programs will be added in 2024.

Innovative Turf Tank Saves Time & Money

The Turf Tank is a GPS paint robot that paints sports fields & main street markets which saves over 150 staff hours and \$2,500 annually.

Staff Recruitment & Retention

Successfully recruited and hired 10 full-time staff members and 11 seasonal staff members. Additionally, established a Wellness Committee and Safety Committee. Facilitated multiple all-staff meetings to promote team collaboration and communication.





Main Street Launches “Love Where You Live” Campaign

Main Street kicked off the Love Where You Live campaign, uniting the community to celebrate hometown pride.

Wellington Welcomes New Businesses in 2023

Three new businesses are set to open including Streamline Crane, Wellington Business Center Lot 4, and Smokin' Cowboy.

Business Retention & Expansion

Business retention is a major component of economic development and four commercial businesses expanded: High West Storage, AWC Frac Technology, Advance Tank and Alvarium Learning Center.

Main Street Sees Impressive Event Turnout

Wellington Main Streets Program hosted numerous events including Wellington Brewfest, Main Street Market, and Trick or Treat Downtown. The Market showcased 30 local businesses and had 1,000+ attendees.

Development Activity

856

Total Building Permits Issued

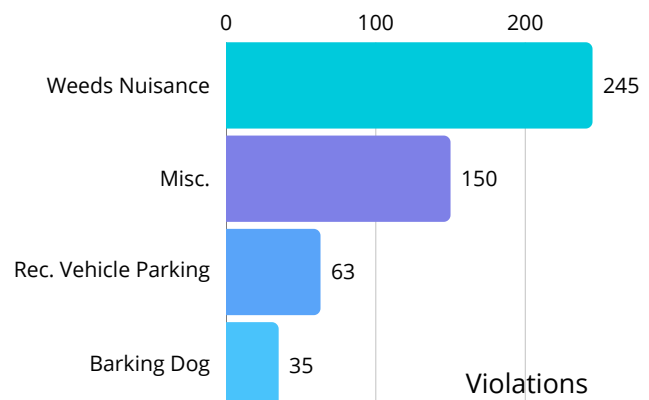
	new	alteration
Single Family	65	162
Commercial	3	12
One Stop	527	53

4,015

Total Building Inspections

	new	alteration	open stop
Residential	691	1,406	691
Commercial	121	112	31

Neighborhood Services Activity





MAJOR CAPITAL PROJECTS



Water Reclamation Facility Expansion Project

The project is set to be completed in late Fall 2024. This expansion will keep up with growth, new regulatory compliance, and update aging infrastructure. Construction highlights: All structures completed, encompassing vital components such as Administration, Headworks, Step-Feed Aeration Basins, and UV/Blower facilities. Additionally, essential infrastructure like clarifiers, digestors, and an Orbal Anaerobic Reactor have been successfully erected, alongside various vaults and misc. structures.

Drinking Water Treatment Plant Expansion Project

The project is set to be completed in the Fall of 2024. The project aims to expand capacity and efficiency, meeting current and future demand while adhering to new regulations and improving water quality. Construction highlights: All buildings erected, including the Filter Building, Chemical Building, and the Ozone Building. In addition, structures include various treatment process and raw water pumping structures and equipment.

Operations & Maintenance Highlights

- 304 million gallons of safe drinking water delivered to customers.
- 228 million gallons of sewer wastewater treated and safely released back to the environment.
- 35,000 linear feet of sewer collection system jetting maintenance.
- Flushed 100 fire hydrants.
- Exercised 300 water valves.
- 1,530 miles of streets plowed for snow and ice control.
- 130 miles of streets swept.

Old Town Streets Repair Project

The Team designed and constructed 2,350 linear feet of curb, gutter, sidewalk and constructed 3,000 linear feet of street repaving.

Main Street Revitalization Project

The Town received \$1.8 million in grant funding to improve Cleveland Avenue including drainage, sidewalk, and ADA improvements. Stay tuned for design updates through 2024.

Board of Trustees Meeting

Date: February 27, 2024
Subject: Larimer County Sheriff's Office 2023 Annual Report

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

BACKGROUND / DISCUSSION

The 2023 Annual Report and the January 2024 monthly report from the Larimer County Sheriff's Office.

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. 2023 Wellington Annual Report_FINAL
2. 01-2024 Wellington Monthly Report - FINAL



Town of Wellington 2023 Annual Report

Dispatched

Wellington 2023 Call Totals

Officer-Initiated Activity

Dispatched / Off-Init Activity

2023 Total Calls: 6,134
Dispatched Calls: 2,043
Officer-Initiated: 4,091

Incident	Disp	Incident	Disp
911 HANG UP	17	MISSING RUNAWAY	5
ABANDONED VEH	24	MOTORIST ASSIST	3
ALARM BURGLAR	46	MUNICIPAL VIOL	13
ALARM PANIC	14	MVA EXTRICATION	1
ALCOHOL CONTACT	2	MVA INJURY	6
ANIMAL CRUELTY	1	MVA NON-INJURY	29
ANIMAL PROBLEM	134	NEIGHBOR PROBLEM	27
ARSON	1	NOISE COMPLAINT	48
ASSAULT	15	OUT EXTRA PATROL	1
ASSIST BUSINESS	28	PARKS INCIDENT	1
ASSIST CITIZEN	141	PARTY COMPLAINT	3
ASSIST FIRE DEPT	9	PERSON DOWN	1
ASSIST MEDICAL	28	PRIVATE TOW/REPO	35
ASSIST OTH AGENCY	59	PROPERTY FOUND	8
BURGLARY COLD	4	PROPERTY LOST	14
BURGLARY IN PROG	5	PROWLER	1
CHILD ABUSE/NEG	7	REDDI REPORT	18
CHILD FOUND	2	RESTRAIN ORD VIOL	18
CHILD LOCKED IN VEH	1	ROBBERY	3
CITIZEN COMPLAINT	1	SAFE2TELL	19
CIVIL ATTEMPT	73	SCAM	17
CIVIL ISSUE	37	SCHOOL CHECK	4
CIVIL STANDBY	6	SEX OFFENSE	14
CRIMINAL MISCHIEF	35	SHOOTING	3
DEATH INV	3	SHOOTING COLD	1
DISORDERLY COND	4	SHOPLIFTING	5
DISTURB COLD	11	SOLICITOR	2
DISTURB PHYSICAL	17	SUICIDE ATTEMPT	7
DISTURB VERBAL	38	SUICIDE THREAT	30
DRUG/NARC	16	SUSP CIRC IN PROG	192
DRUNKENNESS	5	SUSP CIRC COLD	65
DUI/DUID ARREST	6	THEFT COLD	40
ECHO MEDICAL	2	THEFT IN PROGRESS	5
FAMILY PROBLEMS	105	TRANSIENT	8
FIREWORKS	54	TRESPASS COLD	18
FRAUD	39	VEHICLE RECOVERY	4
GRAFFITI	3	VEHICLE THEFT	14
HARASSMENT	62	VEHICLE TRESPASS	13
HIT AND RUN	19	VIN CHECK	13
JUVENILE	52	WARRANT ARREST	5
LIQUOR COMP CK	2	WEAPONS COLD	2
LITTERING	1	WEAPONS COMP	5
MENTAL HEALTH	39	WELFARE CHECK	145
MISSING ADULT	2	Total	2,043
MISSING CHILD	5		

Incident	Off-Init	Incident	Off-Init
ABANDONED VEH	29	MISSING CHILD	1
ANIMAL CRUELTY	1	MISSING RUNAWAY	1
ANIMAL PROBLEM	14	MOTORIST ASSIST	32
ASSAULT	1	MUNICIPAL VIOL	142
ASSIST BUSINESS	10	MVA NON-INJURY	3
ASSIST CITIZEN	33	NEIGHBOR PROB	1
ASSIST FIRE DEPT	1	ON FOOT	31
ASSIST MEDICAL	7	OUT EXTRA PATROL	9
ASSIST OTH AGENCY	15	PARKING	26
BAR CHECK	34	PROPERTY FOUND	8
BIKE CONTACT	12	PROPERTY LOST	3
BIKE PATROL	9	REDDI REPORT	1
BURGLARY IN PROG	1	RESTRAIN ORD VIOL	2
CHILD ABUSE/NEG	1	SAFE2TELL	3
CITIZEN COMP	1	SCAM	1
CIVIL ATTEMPT	33	SCHOOL CHECK	106
CIVIL ISSUE	5	SEX OFF COMP CK	61
CIVIL STANDBY	1	SEX OFFENSE	10
COMM POLICING	13	SOLICITOR	1
CRIMINAL MISCHIEF	7	SUBJECT/PED STOP	96
DEATH INV	1	SUSP CIRC IN PROG	42
DHS REFERRAL	1	SUSP CIRC COLD	7
DIRECTED PATROL	306	TARGETED PATROL	2
DISTURB COLD	1	THEFT COLD	3
DISTURB VERBAL	2	THEFT IN PROG	1
DRUG/NARC	7	TRAFFIC PURSUIT	4
DRUNKENNESS	1	TRAFFIC RELATED	74
DUI/DUID ARREST	2	TRAFFIC STOP	965
EVICITION	3	TRANSIENT	1
EXTRA PATROL	1687	TRESPASS COLD	2
FAMILY PROB	1	TRESPASS IN PROG	1
FIREWORKS	23	VEHICLE RECOVERY	1
FRAUD	9	VEHICLE THEFT	1
HARASSMENT	5	VIN CHECK	90
JUVENILE	13	WARRANT ARREST	18
K9 ASSIST	2	WARRANT ATTEMPT	34
LIQUOR COMP CK	10	WELFARE CHECK	5
		Total	4,091

2021-2023 Dispatched Call Comparison

2021-2023 Average / % Change

Incident	2021	2022	Avg	2023	%Chg/Avg
911 HANG UP	13	16	15	17	13%
ABANDONED VEH	16	14	15	24	60%
ALARM BURGLAR	91	58	75	46	-39%
ALARM PANIC	12	21	17	14	-18%
ALCOHOL CONT	0	1	1	2	100%
ANIMAL CRUELTY	2	4	3	1	-67%
ANIMAL PROB	82	87	85	134	58%
ARSON	0	1	1	1	0%
ASSAULT	15	21	18	15	-17%
ASSIST BUSINESS	17	27	22	28	27%
ASSIST CITIZEN	116	106	111	141	27%
ASSIST FIRE DEPT	5	21	13	9	-31%
ASSIST MEDICAL	21	40	31	28	-10%
ASSIST OTH AGEN	57	56	57	59	4%
BURGLARY COLD	4	4	4	4	0%
BURG IN PROG	0	1	1	5	400%
CHILD ABUSE/NEG	3	7	5	7	40%
CHILD FOUND	3	6	5	2	-60%
CHILD LOCK IN VEH	2	2	2	1	-50%
CITIZEN COMP	0	1	1	1	0%
CIVIL ATTEMPT	23	62	43	73	70%
CIVIL ISSUE	95	55	75	37	-51%
CIVIL STANDBY	6	14	10	6	-40%
CRIM MISCHIEF	32	34	33	35	6%
DEATH INV	2	1	2	3	50%
DISORDERLY COND	0	1	1	4	300%
DISTURB COLD	14	11	13	11	-15%
DISTURB PHYS	12	11	12	17	42%
DISTURB VERBAL	31	37	34	38	12%
DRUG/NARC	8	13	11	16	45%
DRUNKENNESS	3	2	3	5	67%
DUI/DUID ARR	5	6	6	6	0%
ECHO MEDICAL	3	4	4	2	-50%
FAMILY PROB	88	90	89	105	18%
FIREWORKS	49	67	58	54	-7%
FRAUD	62	43	53	39	-26%
GRAFFITI	2	2	2	3	50%
HARASSMENT	54	58	56	62	11%
HIT AND RUN	16	12	14	19	36%
JUVENILE	54	58	56	52	-7%
LIQUOR COMP CK	0	1	1	2	100%
LITTERING	2	0	1	1	0%
MENTAL HEALTH	17	21	19	39	105%
MISSING ADULT	4	6	5	2	-60%
MISSING CHILD	12	14	13	5	-62%
MISSING RUNAWAY	18	12	15	5	-66%
MOTORIST ASSIST	0	3	2	3	50%
MUNICIPAL VIOL	2	0	1	13	1200%
MVA EXTRICATION	0	0	0	1	N/C
MVA INJURY	4	8	6	6	0%
MVA NON-INJURY	25	39	32	29	-9%
NEIGHBOR PROB	20	34	27	27	0%
NOISE COMPLAINT	40	35	38	48	26%
OUT EXTRA PATROL	0	0	0	1	N/C
PARKS INCIDENT	0	1	1	1	0%
PARTY COMPLAINT	3	4	4	3	-25%
PERSON DOWN	0	0	0	1	N/C
PRIVATE TOW/REPO	30	1	16	35	119%
PROPERTY FOUND	0	17	9	8	-11%
PROPERTY LOST	0	8	4	14	250%
PROWLER	0	1	1	1	0%
REDDI REPORT	19	26	23	18	22%
RESTRAIN ORD VIOL	11	25	18	18	0%
ROBBERY	0	1	1	3	200%
SAFE2TELL	13	18	16	19	19%
SCAM	21	16	19	17	-11%
SCHOOL CHECK	0	2	1	4	300%
SEX OFFENSE	10	13	12	14	17%
SHOOTING	0	3	2	3	50%
SHOOTING COLD	0	1	1	1	0%
SHOPLIFTING	4	7	6	5	-17%
SOLICITOR	3	3	3	2	-33%
SUICIDE ATTEMPT	6	10	8	7	-13%
SUICIDE THREAT	27	44	36	30	17%
SUSP CIRC IN PROG	200	202	201	192	-4%
SUSP CIRC COLD	0	64	32	65	103%
THEFT COLD	50	51	51	40	22%
THEFT IN PROGRESS	5	6	6	5	-17%
TRANSIENT	3	6	5	8	60%
TRESPASS COLD	15	21	18	18	0%
VEHICLE RECOVERY	1	1	1	17	1600%
VEHICLE THEFT	13	14	14	14	0%
VEHICLE TRESPASS	19	21	20	13	-35%
VIN CHECK	30	10	20	2	-90%
WARRANT ARREST	4	11	8	5	-38%
WEAPONS COLD	0	0	0	2	N/C
WEAPONS COMP	5	3	4	5	25%
WELFARE CHECK	122	103	113	145	28%
	1,776	1,962	1,869	2,043	9%

2022-2023 % Change

Incident	2022	2023	%Chg
911 HANG UP	16	17	6%
ABANDONED VEH	14	24	71%
ALARM BURGLAR	58	46	-21%
ALARM PANIC	21	14	-33%
ALCOHOL CONT	1	2	100%
ANIMAL CRUELTY	4	1	-75%
ANIMAL PROB	87	134	54%
ARSON	1	1	0%
ASSAULT	21	15	-29%
ASSIST BUSINESS	27	28	4%
ASSIST CITIZEN	106	141	33%
ASSIST FIRE DEPT	21	9	-57%
ASSIST MEDICAL	40	28	-30%
ASSIST OTH AGEN	56	59	5%
BURGLARY COLD	4	4	0%
BURG IN PROG	1	5	400%
CHILD ABUSE/NEG	7	7	0%
CHILD FOUND	6	2	-67%
CHILD LOCK IN VEH	2	1	-50%
CITIZEN COMP	1	1	0%
CIVIL ATTEMPT	62	73	18%
CIVIL ISSUE	55	37	-33%
CIVIL STANDBY	14	6	-57%
CRIM MISCHIEF	34	35	3%
DEATH INV	1	3	200%
DISORDERLY COND	1	4	300%
DISTURB COLD	11	11	0%
DISTURB PHYS	11	17	55%
DISTURB VERBAL	37	38	3%
DRUG/NARC	13	16	23%
DRUNKENNESS	2	5	150%
DUI/DUID ARR	6	6	0%
ECHO MEDICAL	4	2	-50%
FAMILY PROB	90	105	17%
FIREWORKS	67	54	-19%
FRAUD	43	39	-9%
GRAFFITI	2	3	50%
HARASSMENT	58	62	7%
HIT AND RUN	12	19	58%
JUVENILE	58	52	-10%
LIQUOR COMP CK	1	2	100%
LITTERING	0	1	N/C
MENTAL HEALTH	21	39	86%
MISSING ADULT	6	2	-67%
MISSING CHILD	14	5	-64%
MISSING RUNAWAY	12	5	-58%
MOTORIST ASSIST	3	3	0%
MUNICIPAL VIOL	0	13	N/C
MVA EXTRICATION	0	1	N/C
MVA INJURY	8	6	-25%
MVA NON-INJURY	39	29	-26%
NEIGHBOR PROB	34	27	-21%
NOISE COMPLAINT	35	48	37%
OUT EXTRA PATROL	0	1	N/C
PARKS INCIDENT	1	1	0%
PARTY COMPLAINT	4	3	-25%
PERSON DOWN	0	1	N/C
PRIVATE TOW/REPO	1	35	3400%
PROPERTY FOUND	17	8	-53%
PROPERTY LOST	8	14	75%
PROWLER	1	1	0%
REDDI REPORT	26	18	-31%
RESTRAIN ORD VIOL	25	18	-28%
ROBBERY	1	3	200%
SAFE2TELL	18	19	6%
SCAM	16	17	6%
SCHOOL CHECK	2	4	100%
SEX OFFENSE	13	14	8%
SHOOTING	3	3	0%
SHOOTING COLD	1	1	0%
SHOPLIFTING	7	5	-29%
SOLICITOR	3	2	-33%
SUICIDE ATTEMPT	10	7	-30%
SUICIDE THREAT	44	30	-32%
SUSP CIRC IN PROG	202	192	-5%
SUSP CIRC COLD	64	65	2%
THEFT COLD	51	40	-22%
THEFT IN PROGRESS	6	5	-17%
TRANSIENT	6	8	33%
TRESPASS COLD	21	18	-14%
VEHICLE RECOVERY	1	17	1600%
VEHICLE THEFT	14	14	0%
VEHICLE TRESPASS	21	13	-38%
VIN CHECK	10	2	-80%
WARRANT ARREST	11	5	-55%
WEAPONS COLD	0	2	N/C
WEAPONS COMP	3	5	67%
WELFARE CHECK	103	145	41%
	1,962	2,043	4%

2021-2023 Officer-Initiated Activity Comparison

2021-2023 Average / % Change											
Incident	2021	2022	Avg	Off-Init	%Chg/Avg	Incident	2021	2022	Avg	Off-Init	%Chg/Avg
ABANDONED VEH	24	16	20	29	45%	MOTORIST ASSIST	22	35	29	32	10%
ANIMAL CRUELTY	1	0	1	1	0%	MUNICIPAL VIOL	227	9	118	142	20%
ANIMAL PROBLEM	61	10	36	14	-61%	MVA NON-INJURY	10	4	7	3	-57%
ARSON	1	0	1	0	-100%	NEIGHBOR PROB	1	2	2	1	-50%
ASSAULT	5	2	4	1	-75%	ON FOOT	9	36	23	31	35%
ASSIST BUSINESS	95	19	57	10	-82%	OUT EXTRA PATROL	0	75	38	9	-76%
ASSIST CITIZEN	2	65	34	33	-3%	PARKING	5	9	7	26	271%
ASSIST FIRE DEPT	3	4	4	1	-75%	PROPERTY FOUND	20	19	20	8	-60%
ASSIST MEDICAL	6	3	5	7	40%	PROPERTY LOST	2	2	2	3	50%
ASSIST OTH AG	27	18	23	15	-35%	REDDI REPORT	1	4	3	1	-67%
BAR CHECK	8	2	5	34	580%	RESTRAIN ORD VIOL	3	3	3	2	-33%
BIKE CONTACT	3	1	2	12	500%	ROBBERY	0	1	1	0	-100%
BIKE PATROL	0	0	0	9	N/C	SAFE2TELL	2	1	2	3	50%
BURG IN PROG	2	1	2	1	-50%	SCAM	4	3	4	1	-75%
CHILD ABUSE/NEG	0	0	0	1	N/C	SCHOOL CHECK	89	145	117	106	-9%
CITIZEN COMP	0	0	0	1	NC	SEX OFF COMP CK	55	51	53	61	15%
CIVIL ATTEMPT	13	52	33	33	0%	SEX OFFENSE	13	8	11	10	-9%
CIVIL ISSUE	26	3	15	5	-67%	SHOOTING	1	0	1	0	-100%
CIVIL STANDBY	1	2	2	1	-50%	SOLICITOR	0	0	0	1	N/C
COMM POLICING	0	1	1	13	1200%	SUBJECT/PED STOP	27	115	71	96	35%
CRIM MISCHIEF	8	5	7	7	0%	SUICIDE ATT	1	0	1	0	-100%
DEATH INV	0	1	1	1	0%	SUICIDE THREAT	2	0	1	0	-100%
DHS REFERRAL	1	0	1	1	0%	SUSP CIRC IN PROG	51	45	48	42	-13%
DIRECTED PATROL	509	389	449	306	-32%	SUSP CIRC COLD	7	5	6	7	17%
DISTURB COLD	6	2	4	1	-75%	TARGETED PATROL	3	43	23	2	-91%
DISTURB VERBAL	5	0	3	2	-33%	THEFT COLD	11	13	12	3	-75%
DRUG/NARC	5	5	5	7	40%	THEFT IN PROG	3	0	2	1	-50%
DRUNKENNESS	0	0	0	1	N/C	TRAFFIC PURSUIT	3	0	2	4	100%
DUI/DUID ARREST	13	7	10	2	-80%	TRAFFIC RELATED	82	96	89	74	-17%
EVICTON	1	2	2	3	50%	TRAFFIC STOP	616	1313	965	965	0%
EXTRA PATROL	0	1257	629	1687	168%	TRANSIENT	6	1	4	1	-75%
FAMILY PROB	9	0	5	1	-80%	TRESPASS COLD	3	0	2	2	0%
FIREWORKS	5	13	9	23	156%	TRESPASS IN PROG	0	0	0	1	N/C
FRAUD	11	9	10	9	-10%	VEHICLE RECOVERY	0	1	1	1	0%
HARASSMENT	4	4	4	5	25%	VEHICLE THEFT	2	3	3	1	-67%
JUVENILE	12	6	9	13	44%	VEHICLE TRESPASS	0	1	1	0	-100%
K9 ASSIST	0	0	0	2	N/C	VIN CHECK	99	97	98	90	-8%
LIQUOR COMP CK	0	3	2	10	400%	WARRANT ARREST	41	14	28	18	-36%
MENTAL HEALTH	1	1	1	0	-100%	WARRANT ATTEMPT	13	59	36	34	-6%
MISSING ADULT	1	2	2	0	-100%	WEAPONS	2	0	1	0	-100%
MISSING CHILD	2	1	2	1	-50%	WELFARE CHECK	13	4	9	5	-44%
MISSING RUNAW	2	1	2	1	-50%	Total	2,322	4,124	3,223	4,091	27%

2022-2023 % Change							
Incident	2022	2023	%Chg	Incident	2022	2023	%Chg
ABANDON VEH	16	29	81%	MOTORIST ASSIST	35	32	-9%
ANIM CRUELTY	0	1	N/C	MUNICIPAL VIOL	9	142	1478%
ANIMAL PROB	10	14	40%	MVA NON-INJURY	4	3	-25%
ARSON	0	0	0	NEIGHBOR PROB	2	1	-50%
ASSAULT	2	1	-50%	ON FOOT	36	31	-14%
ASSIST BUSINESS	19	10	-47%	OUT EXTRA PAT	75	9	-88%
ASSIST CITIZEN	65	33	-49%	PARKING	9	26	189%
ASSIST FIRE	4	1	-75%	PROPERTY FOUND	19	8	-58%
ASSIST MEDICAL	3	7	133%	PROPERTY LOST	2	3	50%
ASSIST OTH AG	18	15	-17%	REDDI REPORT	4	1	-75%
BAR CHECK	2	34	1600%	RESTR ORD VIOL	3	2	-33%
BIKE CONTACT	1	12	1100%	ROBBERY	1	0	-100%
BIKE PATROL	0	9	N/C	SAFE2TELL	1	3	200%
BURG IN PROG	1	1	0%	SCAM	3	1	-67%
CHILD AB/NEG	0	1	N/C	SCHOOL CHECK	145	106	-27%
CITIZEN COMP	0	1	N/C	SEX OFF COMP CK	51	61	20%
CIVIL ATTEMPT	52	33	-37%	SEX OFFENSE	8	10	25%
CIVIL ISSUE	3	5	67%	SHOOTING	0	0	0
CIVIL STANDBY	2	1	-50%	SOLICITOR	0	1	N/C
COMM POLICING	1	13	1200%	SUBJECT/PED STOP	115	96	-17%
CRIMINAL MISC	5	7	40%	SUICIDE ATT	0	0	0
DEATH INV	1	1	0%	SUICIDE THREAT	0	0	0
DHS REFERRAL	0	1	N/C	SUSP CIRC IN PROG	45	42	-7%
DIRECTED PAT	389	306	-21%	SUSP CIRC COLD	5	7	40%
DISTURB COLD	2	1	-50%	TARGETED PATROL	43	2	-95%
DISTURB VERB	0	2	N/C	THEFT COLD	13	3	-77%
DRUG/NARC	5	7	40%	THEFT IN PROG	0	1	N/C
DRUNKENNESS	0	1	N/C	TRAFFIC PURSUIT	0	4	N/C
DUI/DUID ARR	7	2	-71%	TRAFFIC RELATED	96	74	-23%
EVICTON	2	3	50%	TRAFFIC STOP	1313	965	-27%
EXTRA PATROL	1257	1687	34%	TRANSIENT	1	1	0%
FAMILY PROB	0	1	N/C	TRESPASS COLD	0	2	N/C
FIREWORKS	13	23	77%	TRESPASS IN PROG	0	1	N/C
FRAUD	9	9	0%	VEHICLE RECOVERY	1	1	0%
HARASSMENT	4	5	25%	VEHICLE THEFT	3	1	-67%
JUVENILE	6	13	117%	VEHICLE TRESPASS	1	0	-100%
K9 ASSIST	0	2	N/C	VIN CHECK	97	90	-7%
LIQUOR COMP	3	10	233%	WARRANT ARREST	14	18	29%
MENT HEALTH	1	0	-100%	WARRANT ATT	59	34	-42%
MISSING ADULT	2	0	-100%	WEAPONS	0	0	0
MISSING CHILD	1	1	0	WELFARE CHECK	4	5	25%
MISS RUNAWAY	1	1	0	Total	4,124	4,091	-1%

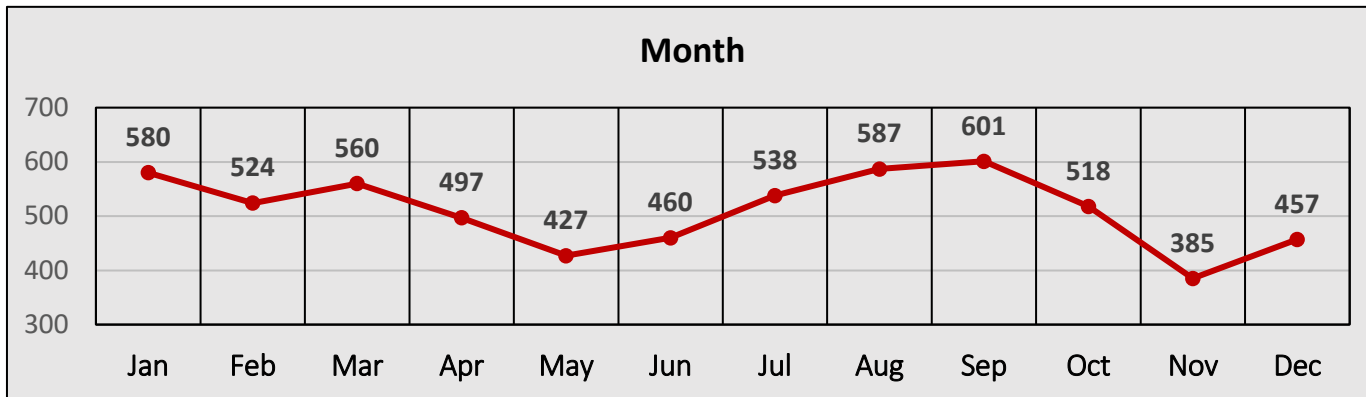
Dispatched and Officer-Initiated Day / Hour / Month

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0000-0100	44	34	43	35	41	42	52	291
0100-0200	25	31	35	28	28	39	37	223
0200-0300	17	27	20	22	32	24	21	163
0300-0400	21	13	14	11	21	18	27	125
0400-0500	15	18	18	11	20	14	22	118
0500-0600	8	19	7	8	18	2	7	69
0600-0700	9	13	12	10	12	10	5	71
0700-0800	16	36	36	32	47	45	17	229
0800-0900	37	62	63	73	70	72	28	405
0900-1000	42	53	42	44	45	43	40	309
1000-1100	34	50	29	32	40	39	37	261
1100-1200	33	47	42	25	35	36	27	245
1200-1300	24	46	33	39	33	39	35	249
1300-1400	30	35	43	30	35	24	25	222
1400-1500	45	51	50	51	49	49	41	336
1500-1600	38	53	57	48	53	44	34	327
1600-1700	46	54	41	54	51	53	63	362
1700-1800	32	43	36	30	42	40	35	258
1800-1900	29	57	32	36	33	50	44	281
1900-2000	27	51	35	39	44	40	40	276
2000-2100	34	37	53	36	33	46	36	275
2100-2200	32	63	58	54	46	55	57	365
2200-2300	41	56	48	56	40	57	63	361
2300-0000	30	57	37	42	42	59	46	313
Total	709	1006	884	846	910	940	839	6,134

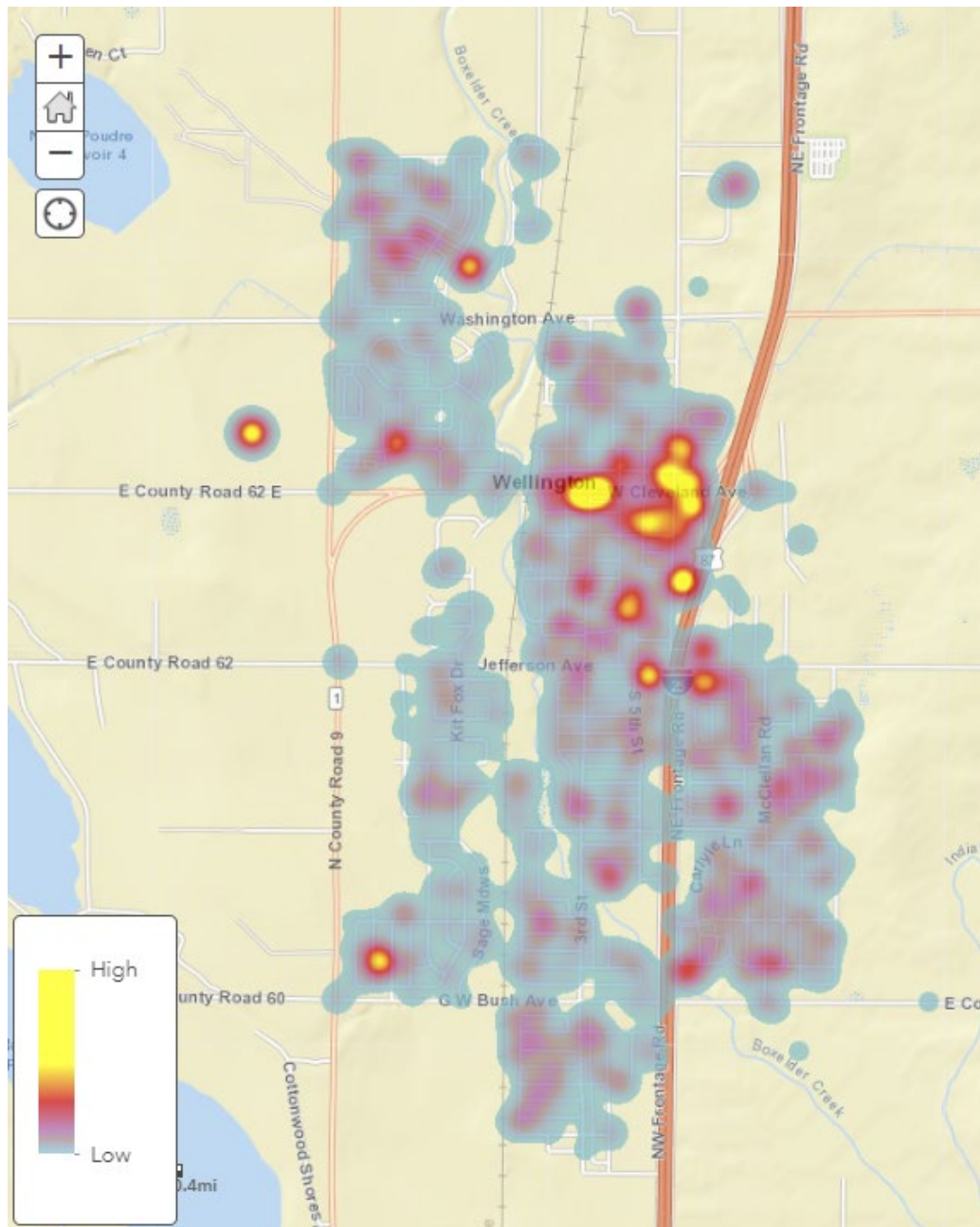
Top Months
Jan / Aug / Sep

Day of Week
Mon / Thu / Fri

Hour of Day
0800-0900
1600-1700
2100-2200



Wellington 2023 Dispatched Calls



Days / Hours

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0000-0100	6	7	7	5	3	5	14	47
0100-0200	11	4	4	4	3	1	3	30
0200-0300	2	5	3	1	6	3	4	24
0300-0400	5	6	2	2	0	4	1	20
0400-0500	2	3	6	4	0	1	1	17
0500-0600	1	1	2	2	6	1	1	14
0600-0700	6	3	3	5	4	5	2	28
0700-0800	6	7	12	8	9	15	9	66
0800-0900	9	10	12	14	11	19	9	84
0900-1000	14	22	12	18	16	13	16	111
1000-1100	10	15	14	17	17	13	17	103
1100-1200	10	12	18	13	13	18	9	93
1200-1300	17	23	21	21	25	18	16	141
1300-1400	16	17	21	13	15	11	12	105
1400-1500	11	21	20	17	17	15	16	117
1500-1600	11	19	24	24	24	17	9	128
1600-1700	14	27	22	29	29	25	21	167
1700-1800	12	16	18	20	28	15	11	120
1800-1900	10	29	21	13	20	25	17	135
1900-2000	9	23	21	19	23	18	21	134
2000-2100	22	11	23	18	13	18	18	123
2100-2200	7	10	16	8	15	18	25	99
2200-2300	13	7	15	11	8	15	18	87
2300-0000	6	9	12	6	4	10	3	50
Total	230	307	329	292	309	303	273	2,043

Top 10 Dispatched Locations / Incidents

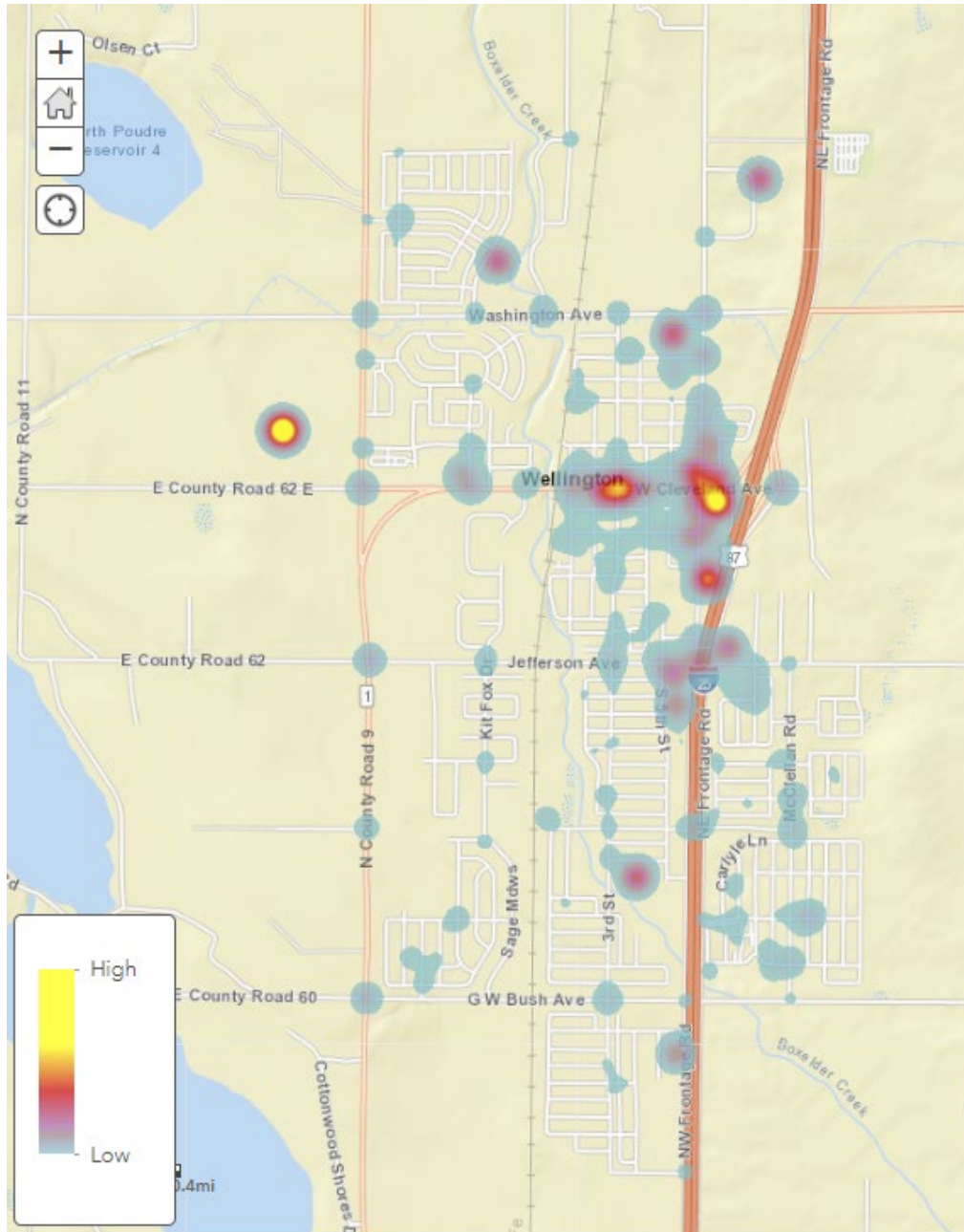
Top 10 Dispatched Call Locations

Rank	Address	Location	Disp Calls
1	Wellington Downs Apts	7591 Little Fox Ln	47
2	Wellington Village	4101-4156 Crittenton Ln	39
3	Quality Inn	7860 6th St	37
4	Wellington Pointe	3100-3200 Fairmont Dr/3300-3400 Saratoga St	33
5	Wellington Middle-High School	2856 Cleveland Ave	32
6	Centennial Park	3820 Cleveland Ave	30
7	Kum & Go	8150 6th St	30
8	Apartments	8116 5th St (5th/Roosevelt)	28
9	Ridley's	7670 5th St	27
10	Loaf 'N Jug	8211 6th St	26
10	Wellington Comm Park	8890 Buffalo Creek Pkwy	26

Top 10 Dispatched Incidents

Incident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Suspicious Circumstances	23	21	19	24	19	20	27	23	29	15	22	15	257
Welfare Check	11	12	10	13	11	9	9	15	13	14	19	9	145
Assist Citizen	10	13	12	10	14	18	11	15	10	11	8	9	141
Animal Problem	7	9	10	16	13	18	15	14	8	10	6	8	134
Family Problem	13	11	3	10	7	8	7	9	11	14	5	7	105
Civil Attempt	8	5	9	6	3	1	6	11	11	11	2	0	73
Harassment	6	4	5	4	8	7	3	6	3	3	4	9	62
Assist Other Agency	6	5	3	8	6	6	5	4	7	3	2	4	59
Fireworks	1	0	0	1	0	6	43	1	0	0	0	2	54
Juvenile Problem	6	3	5	3	5	4	7	7	6	3	2	1	52

Wellington 2023 Officer-Initiated Activity



Days / Hours

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0000-0100	38	27	36	30	38	37	38	244
0100-0200	14	27	31	24	26	38	34	194
0200-0300	15	22	17	21	26	21	17	139
0300-0400	16	7	12	9	21	14	26	105
0400-0500	13	15	12	7	20	13	21	101
0500-0600	7	18	5	6	12	1	6	55
0600-0700	3	10	10	5	8	5	3	44
0700-0800	10	29	24	24	38	30	8	163
0800-0900	28	52	51	59	59	53	19	321
0900-1000	28	31	30	26	29	30	24	198
1000-1100	24	35	15	15	23	26	20	158
1100-1200	23	35	24	12	22	18	18	152
1200-1300	7	23	12	18	8	21	19	108
1300-1400	14	18	22	17	20	13	13	117
1400-1500	34	30	30	34	32	34	25	219
1500-1600	27	34	33	24	29	27	25	199
1600-1700	32	27	19	25	22	28	42	195
1700-1800	20	27	18	10	14	25	24	138
1800-1900	19	28	11	23	13	25	26	145
1900-2000	18	28	14	20	21	22	19	142
2000-2100	12	26	30	18	20	28	18	152
2100-2200	25	52	42	46	31	37	32	265
2200-2300	28	49	33	45	32	42	45	274
2300-0000	24	48	25	36	38	49	43	263
Total	479	698	556	554	602	637	565	4,091

Top 10 Officer-Initiated Activity Locations / Incidents

Top 10 Officer-Initiated Locations

Rank	Address	Location	Count
1	Wellington Middle-High School	2856 Cleveland Ave	433
2	Kum and Go	8150 6 th St	305
3	Quality Inn	7860 6 th St	176
4	Eystone Elementary	4000 Wilson Ave	123
5	Rice Elementary	7000 3 rd St	109
6	Loaf 'N Jug	8211 6 th St	105
7	High West Storage	8780 Bonfire Dr	99
8	Wellington Community Park	8890 Buffalo Creek Pkwy	94
9	Burger King/Shell	8214 6 th St	87
10	Intersection	6 th St and Cleveland Ave	82

Top 10 Officer-Initiated Incidents

Incident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Extra Patrol	191	164	116	121	89	100	133	173	173	115	134	179	1687
Traffic Stop	83	97	158	59	71	61	57	101	107	74	47	50	965
Directed Patrol	38	22	31	32	23	9	1	23	32	42	25	28	306
Municipal Violation	2	13	13	15	10	7	3	12	21	38	1	7	142
School Check	5	5	15	12	5	1	0	12	12	22	7	10	106
Subject/Ped Stop	4	3	6	16	5	8	19	7	12	6	3	7	96
VIN Check	4	8	7	9	10	7	12	7	4	8	8	6	90
Traffic-Related	7	5	8	10	7	7	5	8	4	2	4	7	74
Sex Offender Compliance Check	17	1	8	3	2	3	0	0	17	0	0	10	61
Suspicious Circumstances	3	6	4	3	3	5	6	5	2	3	1	1	49



John J. Feyen, Sheriff

LARIMER COUNTY SHERIFF'S OFFICE

One Agency

One Mission

Public Safety

February 13, 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 **January 2024**, the Larimer County Sheriff's Office maintained six deputies, one corporal, and one sergeant providing full-time law enforcement for the Town. In addition, one full-time investigator, one full-time desk deputy, and one full-time School Resource Officer assisted the town with law enforcement activities.

During the month of **January 2024**, non-assigned deputies spent a total of **120.21** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **January 2024** there were **12.0** hours worked by Northern Colorado Drug Task Force.

Investigations – ongoing and active cases include:

Sex Crime – 2

Death - 1

Burglary – 2

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:

- The Wellington Squad participated in refresher training from internal units within the Sheriff's Office, including Records Review (Report Writing), Internal Affairs (Use of Force, Pursuit, and Motor Vehicle Accident Reporting), Court Services/Hospital (Security of Inmates), Jail Medical Clearance (Review of Jail Intake Procedures), Wellness (Improving Sleep Cycles), Radio Information/Updates (Operating Patrol Radios and Programming), and Co-Responder & SRO Updates (Updates on Mental Health Procedures and School Safety).
- Deputies responded to intercept a vehicle north of Wellington where a female passenger was hanging out of the window, screaming for help. The vehicle was located as it entered Wellington and after a very short pursuit, the vehicle was boxed in by deputies and the male driver was contacted. The suspect fought with deputies and attempted to push one deputy over the guardrail over Interstate 25. The suspect was taken into custody and medically evaluated for minor injuries as a result of resisting arrest.
(<https://www.larimer.gov/spotlights/2024/01/19/suspect-arrested-kidnapping-assault>)
- After ongoing surveillance and numerous contacts with family members, a suspect with 10 warrants for his arrest (3 felony and 7 misdemeanor) was contacted as the passenger of a vehicle during a traffic stop near 4th and Grant Streets. The suspect initially identified himself with another name and then ran from the vehicle. A foot pursuit ensued and after a Taser was deployed, the suspect was taken into custody. For his safety, he was evaluated at the hospital before being booked into the jail.

Pursuant to the Law Enforcement Agreement between the Town of Wellington and Larimer County, applicable documenting monthly forms are attached.

Thank you,



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 01/01/2024 and 01/31/2024

Excluded from this report -
Squads: Civilian, Parks, and Investigations
Units: 9ME*, 9S27;9Z5;9E86;9E35;9E64;9E89;9E8;9E24;9E75;9E7

Call Times by Month

	Call/Contact Time (Minutes/Hours)	Patrol Time (Minutes/Hours)	Totals
2024-01	3,417.43 56.96	3,795.33 63.26	7,212.77 120.21
Totals	3,417.43 56.96	3,795.33 63.26	7,212.77 120.21

Wellington Monthly Report

January 2024

Larimer County Sheriff's Office

Christine Harpel
Administrative Coordinator

2/5/2024

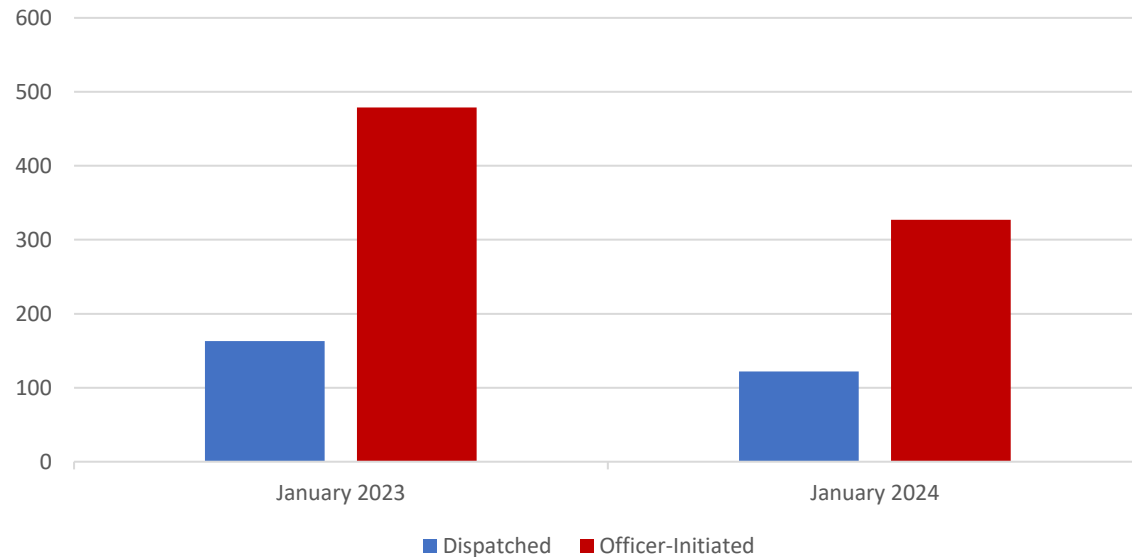
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January 2024 Totals

Dispatched / Officer-Initiated Activity

Dispatched Calls	122
Officer Initiated	327
January 2024 Total	449

Dispatched vs Officer-Initiated Activity



- Dispatched calls were Down 41 or 25% from January 2023
- Officer-Initiated Activity was Down 152 or 32% from January 2023

	Jan. 2023	Jan. 2024
Dispatched Calls	163	122
	25%	27%
Officer Initiated	479	327
	75%	73%
Total	642	449

- 27% were Dispatched Calls
- 73% was Officer-Initiated Activity

January 2024 Calls for Service

Calls for Service Comparison

Call Types A-M

Call Type	2021	2022	2023	Avg 21-23	2024	% Change 3-Yr Avg to 2022
9-1-1 Hangup	1	2	1	1.33	2	50%
Alarm Calls	13	7	7	9.00	7	-22%
Alcohol Calls	0	0	0	0.00	1	NC
Animal Calls	2	7	10	6.33	5	-21%
Assault	0	2	0	0.67	0	-100%
Assist Business	1	4	1	2.00	1	-50%
Assist Other Agency (Fire/Med)	9	9	14	10.67	17	59%
Bar Checks	1	0	4	1.67	3	80%
Burglary	1	0	3	1.33	1	-25%
Child abuse	1	1	1	1.00	0	-100%
Citizen Assist	22	18	18	19.33	12	-38%
Civil	11	14	24	16.33	12	-27%
Criminal Mischief	4	3	4	3.67	0	-100%
Disturbance	2	10	10	7.33	2	-73%
Drug case	2	0	1	1.00	3	200%
DUI Arrest	3	1	0	1.33	2	50%
Extra Checks & Business Check	239	213	236	229.33	97	-58%
Family Problems	4	11	13	9.33	7	-25%
Fireworks complaint	1	1	1	1.00	1	0%
Follow up	37	42	50	43.00	23	-47%
Found property	1	2	4	2.33	1	-57%
Fraud	17	7	6	10.00	6	-40%
Harassment	4	4	6	4.67	4	-14%
Juvenile Problem	5	0	7	4.00	3	-25%
Lost Property	0	0	3	1.00	1	0%
Mental Health Call	1	3	4	2.67	5	88%
Missing Person (Child/Adult)	4	5	1	3.33	2	-40%
Motor Vehicle Accident	3	8	6	5.67	6	6%
Municipal Code Violation	0	0	3	1.00	8	700%

Call Types N-Z

Call Type	2021	2022	2023	Avg 21-23	2024	% Change 3-Yr Avg to 2022
Neighbor Problems	2	1	1	1.33	0	-100%
Noise\Party Complaint	2	3	1	2.00	0	-100%
Pedestrian Contact/Subject St	8	9	5	7.33	11	50%
Private Tow	1	4	4	3.00	6	100%
REDDI Report	1	3	1	1.67	1	-40%
Restraining Order Violation	3	4	4	3.67	3	-18%
Robbery	0	1	0	0.33	0	-100%
Safe 2 Tell	0	2	1	1.00	3	200%
School Check	8	21	6	11.67	7	-40%
Sex Offense	0	1	2	1.00	0	-100%
Sex Offender Check	13	15	17	15.00	8	-47%
Solicitor	0	0	0	0.00	1	NC
Suicide Attempt	1	0	1	0.67	1	50%
Suicide Threat	2	4	0	2.00	6	200%
Suspicious Circumstances	19	15	27	20.33	23	13%
Theft	4	6	7	5.67	8	41%
Traffic Problem	9	10	8	9.00	8	-11%
Traffic Pursuit	0	0	1	0.33	0	-100%
Traffic Stop	83	102	85	90.00	94	4%
Trespass	0	0	1	0.33	0	-100%
Vehicle Theft	0	0	2	0.67	3	350%
Vehicle Trespass	3	2	4	3.00	0	-100%
VIN Check	4	14	6	8.00	9	13%
Warrant Attempt/Arrest	4	7	6	5.67	8	41%
Welfare Check	13	5	11	9.67	9	-7%
Unspecified	0	3	3	2.00	8	300%
TOTALS	569	606	642	605.67	449	-26%

NC = Not Calculable. Cannot divide by 0.

Calls for Service DOWN 193 or 30% from January 2023
January 2024 calls DOWN 26% from January 2021-2023 Average

January 2024 Call Categories

Crime Type Averages / Trends

Property Crimes					
Call Type	2021	2022	2023	Avg 21-23	2024
Burglary	1	0	3	1.33	1
Theft	4	6	7	5.67	8
Vehicle Theft	0	0	2	0.67	3
Vehicle Trespass	3	2	4	3.00	0
Property Crimes Totals	8	8	16	10.67	12

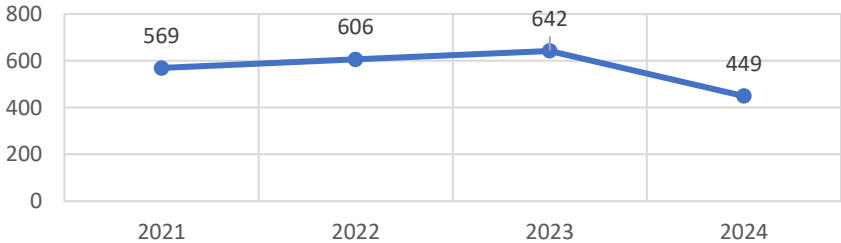
Persons Crimes					
Call Type	2021	2022	2023	Avg 21-23	2024
Assault	0	2	0	0.67	0
Missing Person (Child/Adult)	4	5	1	3.33	2
Robbery	0	1	0	0.33	0
Sex Offense	0	1	2	1.00	0
Weapon Related (menacing,	0	0	0	0.00	0
Persons Crimes Totals	4	9	3	5.33	2

Disorder/Other Crimes					
Call Type	2021	2022	2023	Avg 21-23	2024
Alcohol Calls	0	0	0	0.00	1
Animal Calls	2	7	10	6.33	5
Criminal Mischief	4	3	4	3.67	0
Disturbance	2	10	10	7.33	2
Drug case	2	0	1	1.00	3
Family Problems	4	11	13	9.33	7
Harassment	4	4	6	4.67	4
Juvenile Problem	5	0	7	4.00	3
Noise\Party Complaint	2	3	1	2.00	0
Suspicious Circumstances	19	15	27	20.33	23
Trespass	0	0	1	0.33	0
Disorder Crimes Totals	44	53	80	59.00	48

Red numbers indicate a DECREASE in crime from January 2023

Yellow backgrounds indicate an INCREASE in crime from January 2021-2023 Average

January 2021-2024 Totals



January 2024 Traffic

Traffic Citations	1/23	1/24
Traffic Citations Issued	18	17
Traffic Warnings	52	77

➤ Citations Issued Down 1

➤ Warnings Up 25

Call Type	1/23	1/24
Traffic Stop	85	94
Motor Vehicle Accident	6	6
DUI Arrest	0	2
Traffic Problem	8	8
REDDI Report	1	1

➤ Traffic Stops Up 9 or 11%

➤ MV Accidents Equal

➤ DUI Arrests Up 2

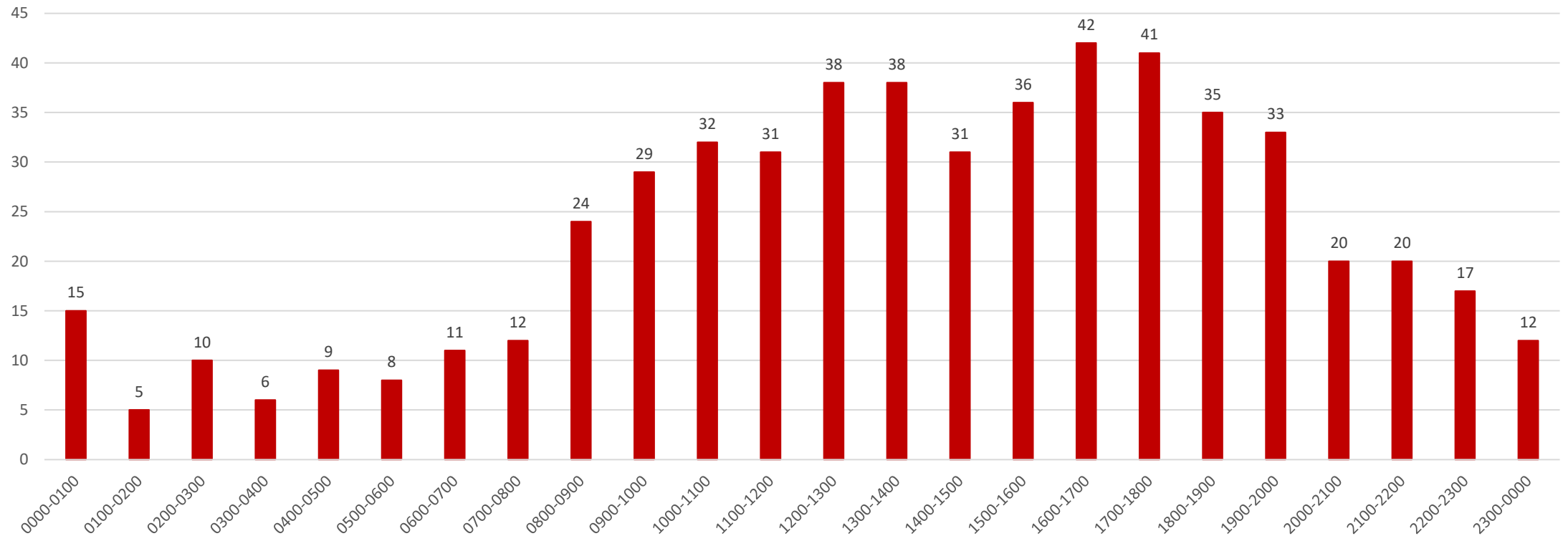
➤ Traffic Problems Equal

➤ REDDI Reports Equal

January 2024

Call Totals by Hour

Busiest Hours
1600-1700 (42)
1700-1800 (41)

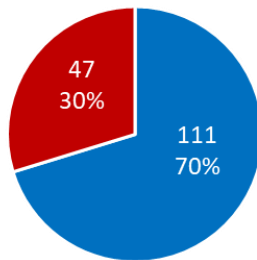


44 Calls between 0200-0700

January 2024

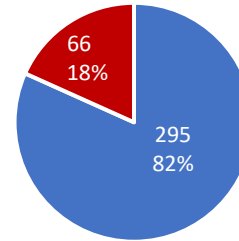
Wellington/Non-Wellington Units

Dispatched



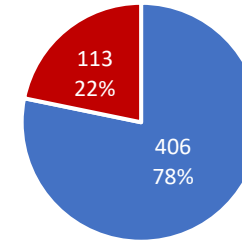
■ Wellington ■ Non-Wellington

Officer-Initiated



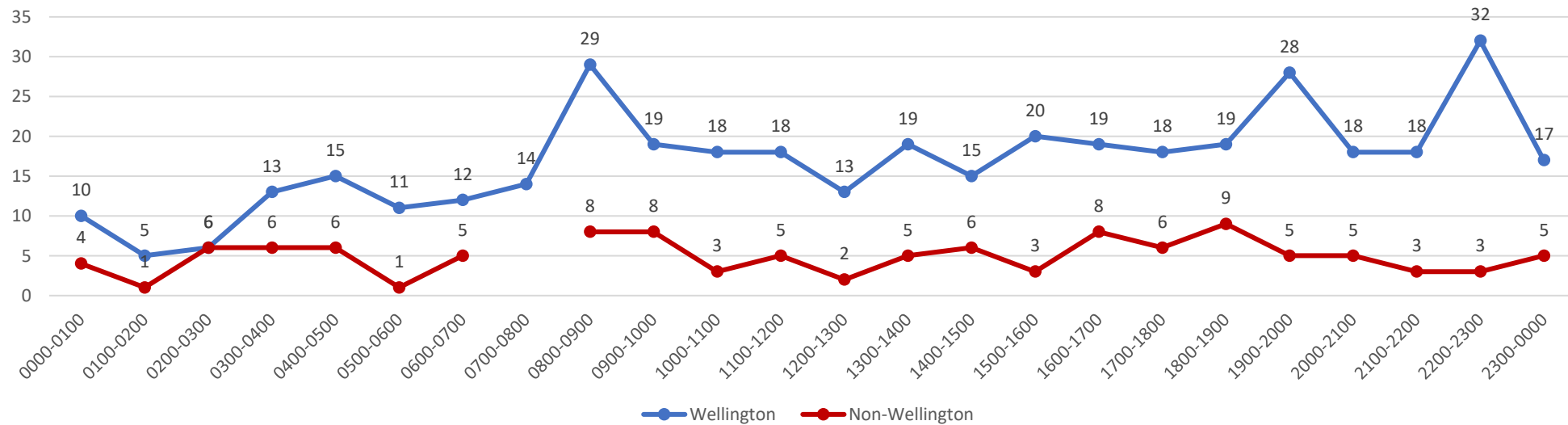
■ Wellington ■ Non-Wellington

Total Calls



■ Wellington ■ Non-Wellington

Wellington/Non-Wellington Calls by Hour



January 2024

Response Times / Time on Calls
Dispatched Calls Only
[All Times in Minutes](#)

<u>Average Response Time (All Units)</u>		
High		
Medium		9.58
Low		39.03
Avg. Response Time		24.31

<u>Average Time on Calls (All Wellington Calls)</u>			
High			
Medium			46.16
Low			34.23
Avg. Time			40.20

Board of Trustees Meeting

Date: February 27, 2024
Subject: February 13, 2024 Regular Meeting Minutes

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

BACKGROUND / DISCUSSION

Minutes from the February 13, 2024 Regular Meeting.

STAFF RECOMMENDATION

Staff have identified the following for Board consideration:

1. Approve the February 13, 2024 Regular Meeting Minutes with the Consent Agenda.
2. Remove the February 13, 2024 Regular Meeting Minutes from the Consent Agenda and further consider as an Action Item.

ATTACHMENTS

1. 02.13.24 Minutes



BOARD OF TRUSTEES
February 13, 2024
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Minutes

A. CALL TO ORDER

Mayor Chaussee called the meeting to order at 6:30 p.m.

1. Pledge of Allegiance

Mayor Chaussee asked all to rise for the pledge of allegiance.

2. Roll Call

The Clerk noted a quorum with the following roll:

Dailey – present

Gaiter – present

Mason – present

Tietz – present

Wiegand – present

Macdonald – absent

Chaussee - present

3. Amendments to Agenda

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

4. Conflict of Interest

Mayor Chaussee asked if there were any conflicts of interest on agenda items; there were none.

B. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Chaussee called for public comment on non-agenda items. Ms. Lori Garcia Sander provided public comment.

C. LIQUOR LICENSE AUTHORITY BOARD

Mayor Chaussee closed the Regular Meeting and opened the Liquor License Authority Board at 6:35 p.m.

The Clerk noted a quorum with the following roll:

Dailey – present

Gaiter – present

Mason – present

Tietz – present

Wiegand – present

Macdonald – absent

Chaussee – present

Mayor Chaussee invited opening comments from the Clerk, which he then provided.

1. Consent Agenda

a. Ridley's Family Markets Retail Liquor Store (City) Renewal Application

Mayor Chaussee called for a motion on the Liquor License Authority Board Consent Agenda.

Trustee Dailey moved to approve the Liquor License Authority Board Consent Agenda. Trustee Mason seconded.

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

Nays: N/A

The motion was carried unanimously, and the Liquor License Authority Board Consent Agenda was approved.

2. Action Items

a. Special Event Permit Liquor License Application: Green Events Inc

Mayor Chaussee invited the Town Clerk, Mr. Ethan Muhs, to present this item. Mr. Muhs presented this item and responded to initial questions from the Board of Trustees.

Mayor Chaussee invited the applicant, represented by Ms. Lisa Sinclair, to further present on this item. Ms. Sinclair presented and responded to questions from the Board.

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

Mayor Chaussee called for a motion on this item.

Trustee Dailey moved to approve the Special Event Permit Liquor License Application for Green Events, Inc. Trustee Tietz seconded.

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

Nays: N/A

The motion was carried unanimously, and the Application was approved.

Mayor Chaussee closed the Liquor License Authority Board and reopened the Regular Meeting at 6:45 p.m.

D. PRESENTATION

1. Main Street End of Year Report (2023)

Mayor Chaussee invited Ms. Caitlin Morris, Community Business Liaison, to present this item. Ms. Morris presented this item and discussed relevant topics with the Board.

E. CONSENT AGENDA

1. January 23, 2024 Regular Meeting Minutes

2. January 30, 2024 Special Meeting Minutes

Mayor Chaussee called for a motion on the Consent Agenda.

Trustee Gaiter moved to approve the Consent Agenda with corrected spelling of Mr. Chad Zadina's name in the January 23, 2024, Regular Meeting Minutes. Trustee Mason seconded.

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

Nays: N/A

The motion was carried unanimously, and the Consent Agenda was approved.

F. ACTION ITEMS

1. Continued - Resolution No. 10-2024 (Formerly 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
Mayor Chaussee invited Mr. Cody Bird, Director of Planning, to present this item. Mr. Bird presented this item.

Mayor Chaussee invited comments from the Board and public on this item; there was none.

Mayor Chaussee called for a motion on this item.

Trustee Tietz moved to postpone consideration of this item to the March 12, 2024 Regular Meeting. Trustee Gaiter seconded.

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

Nays: N/A

The motion was carried unanimously, and consideration for this item was postponed to the March 12, 2024, Regular Meeting.

2. Continued - Resolution No. 08-2024: Approving a Joint Agreement for Animal Control Services with NOCO Humane
Mayor Chaussee called for a motion on this item.

Trustee Gaiter moved to postpone consideration of this item to the March 12, 2024 Regular Meeting. Trustee Tietz seconded.

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

Nays: N/A

The motion carried unanimously, and consideration for this item was postponed to the March 12, 2024, Regular Meeting.

3. Resolution No. 11-2024: A Resolution Amending the Fees Charged for Research and Retrieval of Public Records and Amending the Town's Policy Regarding the Colorado Open Records Act
Mayor Chaussee invited Mr. Ethan Muhs, the Town Clerk, to present this item. Mr. Muhs presented this item and responded to questions from the Board.

Mayor Chaussee invited public comment on this item. Ms. Karen Eifert and Ms. Christine Gaiter provided public comment on this item.

Mayor Chaussee invited further questions and comments from the Board to which the Town's staff responded.

Mayor Chaussee called for a motion on this item.

Trustee Gaiter moved to continue consideration for this item to the February 27, 2024 Regular Meeting's Consent Agenda. Trustee Tietz seconded.

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

The motion was carried unanimously and the item was continued to the February 27, 2024 Regular Meeting's Consent Agenda.

4. Vehicle Purchase

Mayor Chaussee invited Mr. Billy Cooksey, Parks and Recreation Manager, to present this item. Mr. Cooksey presented this item and responded to questions from the Board of Trustees.

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

Mayor Chaussee called for a motion on this item.

Trustee Dailey moved to approve the purchase of a vehicle from Dellenbach Motors in an amount not to exceed \$28,937.50 as a replacement for the 2022 budgeted but unpurchased vehicle. Trustee Gaiter seconded.

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

The motion was carried unanimously, and the vehicle purchase was approved.

G. REPORTS

1. Town Attorney

No report.

2. Town Administrator

Ms. Patti Garcia, the Town Administrator, reported on grant application submissions, an update on franchise agreements, and a progress report on a community survey.

3. Staff Communications

No report.

4. Board Reports

Wiegand – no report.

Tietz – reported on recent events in Town, participation in the I-25 coalition, and an opportunity for waste services.

Mason – no report.

Dailey – reported on recent events in Town.

Gaiter – no report.

Chaussee – reported on communications regarding the Wellington Fire Protection District and a letter of support for an entity in Town.

H. ADJOURN

Upon the motion duly noted and seconded, and with unanimous consent, Mayor Chaussee adjourned the meeting at 8:22 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: February 27, 2024
Subject: Resolution No. 11-2024: A Resolution Amending the Fees Charged for Research and Retrieval of Public Records and Amending the Town's Policy Regarding the Colorado Open Records Act

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

BACKGROUND / DISCUSSION

Sec. 24-72-205, Colorado Revised Statutes, provides that the maximum hourly fee charged for research and retrieval of public records may be increased by the Director of the Colorado Legislative Council Staff in five-year periods. Originally established in 2014 at \$30.00/hour, the Director of the Legislative Council Staff published a memorandum on June 21, 2019, increasing the maximum permissible fee to \$33.58/hour.

This Resolution proposes the following:

1. To increase the maximum permitted fee charged by the Town for research and retrieval of public records in accordance with the Colorado Revised Statutes from \$30.00/hour to \$33.58/hour.
2. To amend the Town's Colorado Open Records Act policy, referencing the fee established by the Board of Trustees and published in the Town's Fee Schedule.

STAFF RECOMMENDATION

Staff have identified the following for Board consideration:

1. Approve Resolution No. 11-2024 - A Resolution Amending the Fees Charged for Research and Retrieval of Public Records and Amending the Town's Policy Regarding the Colorado Open Records Act
2. Approve Resolution No. 11-2024 with amendments as specified by the Board of Trustees
3. Table consideration of Resolution No. 11-2024 to a date certain
4. Deny Resolution No. 11-2024

ATTACHMENTS

1. Reso 11-2024 - CORA Amendment
2. Reso 11-2024 Attachment 1 - CORA Amendment Redline
3. Reso 11-2024 Attachment 2 - CORA Amendment Policy Propsed Clean
4. r19-717_update_cora_fee

TOWN OF WELLINGTON

RESOLUTION NO. 11-2024

A RESOLUTION OF THE TOWN OF WELLINGTON AMENDING FEES CHARGED FOR RESEARCH AND RETRIEVAL OF PUBLIC RECORDS AND AMENDING THE TOWN'S POLICY REGARDING THE COLORADO OPEN RECORDS ACT

WHEREAS, the Town of Wellington, in furtherance of its duty to provide open access to public records, charges a fee for research and retrieval of such records for any hours above the first hour; and

WHEREAS, Colorado Revised Statutes Sec. 24-72-205 (6) (b) provides that the maximum fee for research and document retrieval for public records may be amended with respect to the United States department of labor, the bureau of labor statistics, and the consumer price index of the Denver-Aurora-Lakewood area over five year periods by the appropriate state authority, and;

WHEREAS, on June 21, 2019, the Director of Colorado's Legislative Council Staff published a memorandum increasing the maximum hourly fee for research and retrieval under the Colorado Open Records Act (CORA) from \$30.00/hour to \$33.58/hour; and

WHEREAS, the Legislative Council staff will further amend such maximum hourly rate in June, 2024; and

WHEREAS, the Board of Trustees wishes to amend the Town's CORA Policy to capture this increase in fees charged by the Town for research and retrieval of public records and also to readdress the fees periodically with the annual review of the Town's Fee Schedule.

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

1. Effective immediately, the Board of Trustees hereby approves the increase of fees charged for research and retrieval of public records from \$30.00/hour to \$33.58/hour.
2. The Board of Trustees hereby orders that this fee of \$33.58 be published in the Town's Fee Schedule.
3. The Board of Trustees hereby orders that the Town's CORA Policy be amended, regarding the reference to fees for research and retrieval, to reference the fee for research and retrieval as may be approved by the Board of Trustees from time to time and published in the Town's Fee Schedule.
4. A copy of the amended Town CORA Policy is attached hereto.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of February, 2024.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Town of Wellington, Colorado

POLICY AND PROCEDURES REGARDING ACCESS TO PUBLIC RECORDS PURSUANT TO THE COLORADO OPEN RECORDS ACT

I. POLICY

It shall be the policy of the Town of Wellington to make all public records available for public inspection at reasonable times in accordance with the Colorado Open Records Act ("the Act"), § 24-72-201, *et seq.*, C.R.S.

II. PURPOSE

2.1 The primary purpose of this policy is to set forth general procedures for providing town-wide, consistent, prompt, and equitable service to citizens requesting access to public records in accordance with the requirements of the Colorado Open Records Act.

The purpose of the Act is to facilitate an open and accessible government. The public has a right to know how its taxes are spent, and most documents in municipal government address the spending of taxpayers' funds in some way. The Act sets forth categories of documents to which the official custodian of records *shall allow* public access, documents to which the official custodian *shall deny* access, and documents to which the official custodian *may deny* access. If a court finds that denial of access to the document was arbitrary and capricious, the court may order that the Town pay the applicant's court costs and attorney fees in an amount to be determined by the court.

2.2 The secondary purpose of this policy is to establish reasonable and consistent fees for providing copies as authorized by the Act and to recover a portion of the cost of staff time for responding to public records requests.

III. SCOPE

This policy shall apply to all Town records and copies of information requested or released with the exception of records covered under the Criminal Justice Records Act.

IV. DEFINITIONS

The definitions found in § 24-72-202, C.R.S., as amended from time to time, shall apply unless the context clearly requires a different meaning.

V. PROCEDURES

- 5.1 The Town Clerk is the official custodian of all records which are centrally maintained by the Town. Department heads are the official custodians of all records maintained within their departments. It is the responsibility of each department head to become familiar with and to educate his/her affected employees about the standards and requirements of this policy.
- 5.2 Citizens may make formal requests in writing to the Town Clerk for copies of public records. The Town Clerk will make reasonable efforts to fill such requests immediately, at most, within the time required by state statute (three days which can be extended by seven additional working days in extenuating circumstances per § 24-72-203(3)(b), C.R.S.).

The Town Clerk shall provide a paper form and online form on the Town website for open records requests.

- 5.3 If the written request cannot be filled immediately, or if the records are otherwise not readily available at the time the request is made, the custodian and Town Clerk will set a date and time for records inspection that is within three working days of the date on which the request was made. Such period may be extended if extenuating circumstances exist (per § 24-72-203(3)(b), C.R.S.), but the total time, including the extension period, will not exceed ten working days from the date on which the request was made.
- 5.4 The records custodian is not under a duty to create any new public record in response to a request. Data and/or records need to be provided only in the format in which they currently exist. Requests in advance for “future” records, i.e. request for information on a subsequent continuing or periodic basis are not allowed. A separate request must be made each time existing data/and or records are requested. Data will not be manipulated and provided in custom formats.
- 5.5 If the requestor of the record(s) requests that copies of the record(s) be provided in digital format, the Town Clerk shall arrange for transmission of the record(s) via email or a cloud-based file sharing service. Alternatively, the requestor may provide, at their expense, a USB thumb drive for storage of the digital copies at the time the deposit is paid.

VI. CHARGES

- 6.1 Reasonable charges shall be made for any copies requested. Such charges shall be reflective of the actual costs of reproduction. The reproduction fee shall not exceed twenty-five cents per standard page for a printed copy of a public record, or a fee not to exceed the actual cost of providing a copy, printout, or photograph of a public record in a format other than a standard page.
- 6.2 On occasion, a request for public records will require more extensive research to locate a particular document or documents and/or to manipulate or redact documents to allow their release. While the Town has a clear obligation to provide public records and

information, it cannot effectively serve as a research service for citizens without affecting its ability to provide normal and usual services. Therefore, departments may charge for time spent to respond to extraordinary requests, including, without limitation, searching voluminous files for specific information, manipulating data, scanning paper records into digital formats, and redacting documents to excise confidential information. After one hour of time has been expended on the request, the **Town shall impose an hourly charge for research shall be \$30 per hour, at an hourly rate to be established by the Board of Trustees and published in the Town's Fee Schedule and on the Town website. Such hourly rate shall not exceed the maximum hourly fee as defined by the director of research of the legislative council, pursuant to C.R.S. § 24-72-205(6)(b).** A time-log, describing the time spent responding to a request, shall be maintained for staff time in excess of one hour.

6.3 The Town does not charge for:

- 6.3.1 Requests from members of the Town Board, its boards and commissions, or other staff performing Town business. Exception: The Town will charge for election materials requested by incumbent officials who are running for office to ensure equal treatment of all candidates.
- 6.3.2 Election materials requested by any citizen except for reimbursement of costs incurred by the Town in obtaining such materials when such records are maintained by other governmental entities.
- 6.3.3 Reasonable requests from other towns, cities, or states or from professional organizations to which the Town as a whole pays membership dues, such as the Colorado Municipal League.

6.4 At the discretion of the Town Clerk, courtesy copies may be provided free of charge for infrequent requests with an insignificant impact on resources, i.e. fulfilling a request that does not require more than 15 minutes of cumulative staff time.

6.5 Upon receipt of a request for information, the custodian and Town Clerk shall create a time and cost estimate for researching, retrieving, producing, and reproducing such record(s).

- 6.5.1 Advance payment of a deposit by the requestor of one-half of the estimated cost is required if the estimated total cost exceeds \$50.00.
- 6.5.2 If a deposit is required prior to processing an open records request, the deposit must be received by the office of the Town Clerk within seven (7) days of notification of said deposit. If the deposit is not received as required in this Section, the request will be considered as abandoned and not processed.
- 6.5.3 If during completion of the request the time and cost estimate increases significantly, the Town Clerk shall attempt to gain approval from the requestor for the increased cost estimate and may require an additional deposit for

completion of the request. Failure to gain approval for increased costs shall not diminish the requirement that the requestor pay in full prior to release of the requested documents.

- 6.6 Prior to the release of the requested information, the requestor shall pay the total cost of the request, less any amount deposited. The requestor shall be refunded any excess amount collected.
- 6.7 In the event a requestor has at any time presented a check or draft dishonored or returned due to insufficient funds or stop payment, the Town Clerk's Office shall require any records fees or deposit required hereunder to be paid with cash or certified funds.

VII. ACCESS DENIED

- 7.1 Access to public records may be denied in accordance with the provisions of the Act. Inspection of the following public records may not be permitted:

7.1.1 Items Protected by Law: If, upon consultation with the Town Attorney, it is determined that the document is privileged or prohibited from disclosure under any ordinance, state statute, federal statute, or regulation issued thereunder or is prohibited by rules promulgated by the order of any court. This includes items such as:

- Personnel files, including social security numbers, home address and telephone numbers, and medical, psychological, and sociological data;
- Sexual harassment investigations;
- Work product and drafts;
- Deliberative process materials, defined as material so candid or personal that public disclosure is likely to stifle honest and frank discussion within the government;
- Letters of reference;
- Identities of applicants, except finalists, for positions of Town Manager, Town Attorney, Municipal Judge and department and division heads;
- Investigatory files compiled for any law enforcement purpose;
- Addresses, telephone numbers, or financial data of past or present users of public utilities, public facilities or recreational or cultural services;
- Real estate appraisals until the time that title passes to the Town;

- Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data obtained by the Town from any person;
- Correspondence between the Town Board and constituents where it is clear that there was an expectation of confidentiality.

7.1.2 Attorney/client and work product communications that convey legal advice: Communications to or from the Town Attorney's Office or other special counsel representing the Town and anyone within the Town organization, should not be released without the consent of the client, that is the Town Board or the Town Manager, to any individuals other than those to whom the communication was directed.

7.1.3 Withheld documents: If any public records are withheld, the custodian shall provide the applicant with a statement describing each withheld document and explaining why such document is not being released.

7.1.4 Release decision: All of the above-mentioned categories of documents that are privileged or prohibited from disclosure may be released when there is a waiver submitted by the person of interest and after consultation and approval of the Town Attorney's office.

VIII. CONSTRUCTION AND INTERPRETATION

Employees who have questions concerning the interpretation or application of this policy should be directed to the Town Attorney's Office.

IX. EXCEPTIONS/CHANGE

This policy supersedes all previous policies covering the same or similar topics. Exceptions to this policy may be granted only by the Town Manager or the Town Attorney. This policy may be reviewed and changed at any time.

TOWN OF WELLINGTON, COLORADO

Request for Information Pursuant to the Town of Wellington Policy and Procedures Regarding Access to Public Records Pursuant to the Colorado Open Records Act

Date of Request: _____ Time: _____

Name of Requesting Party: _____

Address: _____

Email: _____ Phone: _____

Please select the format in which you would like to receive materials:

- ☐ View Only
- ☐ Hard Copies/Printouts
- ☐ Email/File Transfer

*not all documents are available electronically. Data manipulation fees may apply.

Description of records requested:

By signing this request, the requesting party acknowledges that, pursuant to Article VI of the Town's Policy and Procedures Regarding Access to Public Records Pursuant to the Colorado Open Records Act, the requesting party understands that reasonable charges may be made for copies requested and that additional charges may be made for staff time when extensive research is necessary to locate a particular document or documents and/or to prepare documents for release. Research and retrieval fees are chargeable after the first hour.

Do you want the Town to provide you an estimate of these costs prior to incurring such costs as a pre-condition to processing your request? ☐ Yes ☐ No

Signature of requesting party: _____

.....
(The following to be completed by a Town Representative)

Response Date and Time: _____

Method of Delivery: _____

Number of Copies (if any): _____ Charge for copies: _____ Research charge: _____

Deposit required: _____ Date deposit received: _____ TOTAL AMOUNT PAID: _____

In the event the Town denies any request, evidence of such denial and the basis therefore will be provided in writing to the requesting party.

Town of Wellington Staff Signature: _____

Town of Wellington, Colorado

POLICY AND PROCEDURES REGARDING ACCESS TO PUBLIC RECORDS PURSUANT TO THE COLORADO OPEN RECORDS ACT

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- Work product and drafts;
- Deliberative process materials, defined as material so candid or personal that public disclosure is likely to stifle honest and frank discussion within the government;
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- Identities of applicants, except finalists, for positions of Town Manager, Town Attorney, Municipal Judge and department and division heads;
- Investigatory files compiled for any law enforcement purpose;
- Addresses, telephone numbers, or financial data of past or present users of public utilities, public facilities or recreational or cultural services;
- Real estate appraisals until the time that title passes to the Town;

- Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data obtained by the Town from any person;
- Correspondence between the Town Board and constituents where it is clear that there was an expectation of confidentiality.

7.1.2 Attorney/client and work product communications that convey legal advice: Communications to or from the Town Attorney's Office or other special counsel representing the Town and anyone within the Town organization, should not be released without the consent of the client, that is the Town Board or the Town Manager, to any individuals other than those to whom the communication was directed.

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TOWN OF WELLINGTON, COLORADO

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Name of Requesting Party: _____

Address: _____

Email: _____ Phone: _____

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Description of records requested:

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Do you want the Town to provide you an estimate of these costs prior to incurring such costs as a pre-condition to processing your request? ☐ Yes ☐ No

Signature of requesting party: _____

.....

(The following to be completed by a Town Representative)

Response Date and Time: _____

Method of Delivery: _____

Number of Copies (if any): _____ Charge for copies: _____ Research charge: _____

Deposit required: _____ Date deposit received: _____ TOTAL AMOUNT PAID: _____

In the event the Town denies any request, evidence of such denial and the basis therefore will be provided in writing to the requesting party.

Town of Wellington Staff Signature: _____



Legislative Council Staff

Nonpartisan Services for Colorado's Legislature

Room 029 State Capitol, Denver, CO 80203-1784

Phone: (303) 866-3521 • Fax: (303) 866-3855

lcs.ga@state.co.us • leg.colorado.gov/lcs

Memorandum

June 21, 2019

TO: Interested Persons

FROM: Natalie Mullis, Director, 303-866-4778

SUBJECT: Colorado Open Records Act Maximum Hourly Research and Retrieval Fee

Summary

Pursuant to Section 24-72-205 (6) (b), C.R.S., the maximum hourly fee for the research and retrieval of public documents in response to a Colorado Open Records Act request will increase from \$30.00 to \$33.58 as of July 1, 2019.

Methodology

The \$3.58 increase resulted from inflating \$30 by the percentage change in the Denver-Aurora-Lakewood consumer price index for all items and all urban consumers, published by the U.S. Bureau of Labor Statistics, between the first half of calendar year 2014 and the first half of calendar year 2019. Because the U.S. Bureau of Labor Statistics has not yet released the index for the first half of 2019, the index used for the first half of 2019 represents the average of indices published for January, March, and May 2019.

Board of Trustees Meeting

Date: February 27, 2024
Subject: Resolution No. 12-2024 - A Resolution Adjusting Appropriations of the Town of Wellington, Colorado for the Fiscal Years Beginning January 1, 2023 and Ending on December 31, 2023, and January 1, 2024 and Ending on December 31, 2024.

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

BACKGROUND / DISCUSSION

This resolution will accomplish several clean up items related to the 2023 budget:

It has been discovered that the 2023 budget did not include a budget for debt service in the Parks Fund. The resolution reflects the following related to the 2023 budget:

- Add \$253,902.48 to account 210-90-5630 - Parks Fund principal
- Add \$15,557.40 to account 210-90-5632 - Parks Fund interest
- Description: to budget for debt service in the Parks Fund not included in the 2023 budget

The 2024 budget included transfers from the General Fund to the Water and Sewer Funds but the adopting resolution did not include the 2023 transfers that were approved by the Board of Trustees. The resolution reflects the following related to the 2023 budget:

- Add \$573,000.00 to account 201-56-5208 - General Fund Transfer to Water Fund
- Add \$312,000.00 to account 201-56-5209 - General Fund Transfer to Wastewater Fund
- Description: to budget for transfers from General Fund to Water and Wastewater Funds per 2024 budget discussion

Additionally, the 2024 budget for Parks Fund debt service is approximately \$17,460 short, which needs to be added to the 2024 budget. The resolution reflects the following related to the 2024 budget:

- Add \$17,460 to account 210-90-5632 - Parks Fund interest
- Description: to correct the debt service in the Parks Fund in the 2024 budget

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Resolution No. 12-2024 - A Resolution of the Town of Wellington, Colorado, Amending the 2023 and 2024 Fiscal Year Budgets
2. Approve Resolution No. 12-2024 with amendments as the Board of Trustees deems appropriate
3. Postpone consideration of Resolution No. 12-2024 to a specific date and time and provide staff direction regarding additional information or amendments
4. Vote to deny Resolution No. 12-2024

ATTACHMENTS

1. Resolution 12-2024 - Approving Budget Adjustments

TOWN OF WELLINGTON
RESOLUTION NO. 12-2024

A RESOLUTION ADJUSTING APPROPRIATIONS OF THE TOWN OF WELLINGTON, COLORADO FOR THE FISCAL YEARS BEGINNING JANUARY 1, 2023 AND ENDING ON DECEMBER 31, 2023 AND JANUARY 1, 2024 AND ENDING ON DECEMBER 31, 2024.

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado desires to make adjustments to appropriations for calendar years 2023 and 2024;

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

The following adjustments to appropriations are hereby made for the Town of Wellington, Larimer County, Colorado, for the calendar year beginning January 1, 2023, and ending December 31, 2023.

- Add \$253,902.48 to account 210-90-5630 - Parks Fund principal
- Add \$15,557.40 to account 210-90-5632 - Parks Fund interest
- Description: to budget for debt service in the Parks Fund not included in the 2023 budget

- Add \$573,000.00 to account 201-56-5208 - General Fund Transfer to Water Fund
- Add \$312,000.00 to account 201-56-5209 - General Fund Transfer to Wastewater Fund
- Description: to budget for transfers from General Fund to Water and Wastewater Funds per 2024 budget discussion

LET IT BE FURTHER RESOLVED AS FOLLOWS:

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

- Add \$17,460 to account 210-90-5632 - Parks Fund interest
- Description: to correct the debt service in the Parks Fund in the 2024 budget

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 27th day of February, 2024.

TOWN OF WELLINGTON, COLORADO

By: _____

Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Board of Trustees Meeting

Date: February 27, 2024
Subject: Ordinance No. 04-2024: An Ordinance Authorizing Collections and Collections Fees for Municipal Court Assessments

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

BACKGROUND / DISCUSSION

The purpose of this item is to propose an Ordinance that enables the implementation of a municipal court collections program.

The Town has 36 municipal court cases since 2022 that are eligible for collections, totaling \$7431.00 owed in debt to the Town.

Staff propose the consideration of Ordinance No. 04-2024. This Ordinance would amend Sec. 2-4-190 of the Wellington Municipal Code and would implement the following:

1. Authorize the Municipal Court Clerk to engage with and use any lawful method for collections (incl. contract partners)
2. Authorize the imposition of a fee for collections costs to the Town not to exceed 25% of the debt
3. Authorize Staff to approve agreements with collection partners for collections services

Amending the Municipal Code with Ordinance No. 04-2024 would permit the implementation of a collections program for municipal court cases, allowing the Town to recoup outstanding debts at no additional expense to the Town.

STAFF RECOMMENDATION

Staff have identified the following options for Trustee consideration:

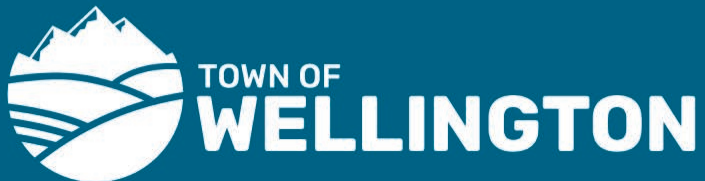
1. Move to approve Ordinance No. 04-2024, An Ordinance Authorizing Collections and Collections Fees for Municipal Court Assessments
2. Move to approve Ordinance No. 04-2024 with amendments determined by the Board of Trustees
3. Move to postpone consideration of Ordinance No. 04-2024 to a specified date
4. Deny Ordinance No. 04-2024

ATTACHMENTS

1. 02.27.24 MuniCourt Collections Program
2. Ordinance 04-2024 - Court Collections and Fees
3. Redline of changes to WMC 2-4-190

Municipal Court Collections

By: Ethan Muhs, Town Clerk
02/27/2024 Regular Meeting

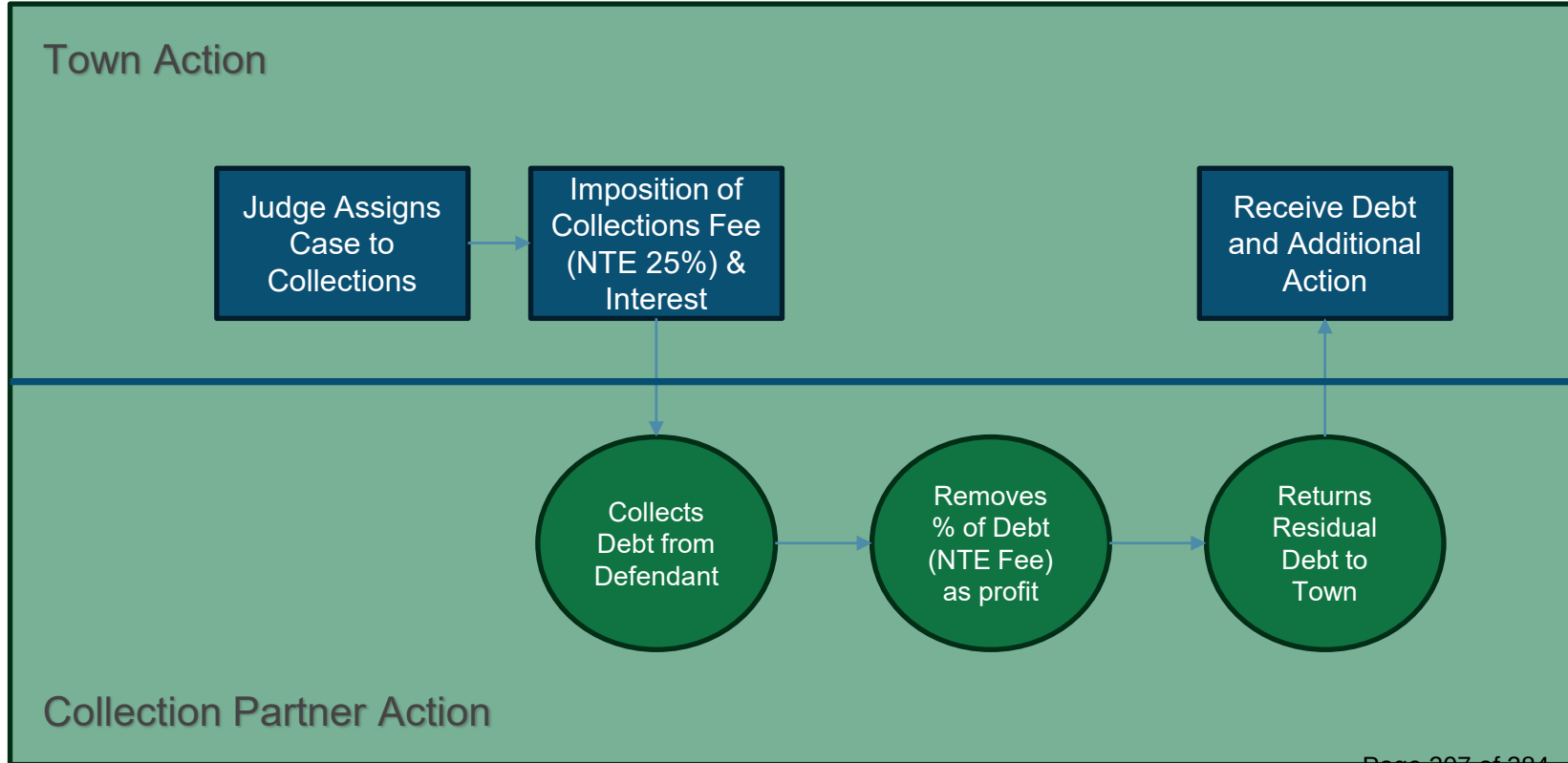




Background

- Town has 36 municipal court cases since 2022 eligible for collections totaling \$7,431
 - 23 for Model Traffic Code Violations
 - 13 for Other Cases
- Municipal Judge is decision authority for collections eligibility
- Municipal Court Clerk sends notice and collects payments, but cannot compel non-compliant defendants to pay outstanding debts
- Similar municipalities in CO contract with collections partners to recoup these debts

Example Collections Process





Impacts of Proposed Ordinance

1. Authorizes Municipal Court Clerk to engage with and use any lawful method for collections (incl. contract partners)
2. Authorizes the imposition of a fee for collections costs to the Town not to exceed 25% of debt
3. Authorizes Staff to approve agreements with collection partners



Bottom Line

- Implementing a collections program for Municipal Court cases with outstanding debts is possible with no additional expense to the Town
- Collections program applicable only to Municipal Court cases assigned by Municipal Judge
- Amending the Municipal Code as proposed will permit staff to implement a collections program

Questions



TOWN OF WELLINGTON
ORDINANCE NO. 04-2024

AN ORDINANCE AUTHORIZING COLLECTIONS AND COLLECTIONS FEES FOR
MUNICIPAL COURT ASSESSMENTS.

WHEREAS, the Town of Wellington Municipal Court is a court of record of the State of Colorado;
and

WHEREAS, the Municipal Court may assess fines, fees, civil penalties, and other amounts for
violations of the Wellington Municipal Code; and

WHEREAS, many fines and fees imposed by the Municipal Court are for violations of the Model
Traffic Code and recent laws prevent the Colorado Department of Revenue from suspending a
license for failure to pay a judgment due; and

WHEREAS, the Municipal Court has limited means to collect money following the entering of a
judgment; and

WHEREAS, the Board of Trustees desires to allow the engagement of a collections service to
pursue money owed to the Town of Wellington Municipal Court and the collection of fees to offset
the expense of such collections.

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

1. Subsection (d) is added to Sec. 2-4-190 of the Wellington Municipal Code:

(d) The Municipal Court Clerk is authorized to use any lawful method of collecting fines, fees, default judgments, personal recognizance bond forfeitures, civil penalties, and other amounts due from any person assessed such sums by the Town of Wellington Municipal Court, including without limitation reasonable costs of collection. The Town shall be entitled to receive the reasonable costs of collection in addition to the amounts otherwise due, and interest at the statutory rate for unpaid civil judgments. Reasonable costs of collection shall include, without limitation, the fees and costs of the Town Attorney or of private counsel or a collection agency, which the Court Clerk is hereby authorized to engage, but such fees and costs shall not exceed 25 percent of the amount collected. Any agreement for collection services shall be signed by the Town Administrator.

2. Validity. The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this ordinance and adopted all other portions of

said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.

3. Necessity. In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.
4. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three 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 27th day of February, 2024 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

Sec. 2-4-190. Fines and penalties.

- (a) In sentencing or fining a violator, the Municipal Judge shall not exceed the fine limitations established by provisions of this Code or other ordinance. The Municipal Judge may suspend the sentence or fine of any violator and place him or her on probation for a period not to exceed one (1) year.
- (b) The Municipal Judge is empowered to assess costs against any defendant who, after trial, is found guilty of a code violation. Court costs and jury fees shall be established by resolution of the Board of Trustees. In addition to court costs assessed under this Section, the Municipal Court may assess any reasonable costs incurred by the Town, including but not limited to dog impound fees.
- (c) Any person under the age of eighteen (18) years convicted of violating any provisions of this Code or any Town ordinance shall be subject to the appropriate penalty therefor; however, a minor shall not be incarcerated for such violation. Nothing in this provision shall prevent the Municipal Court from incarcerating a minor for contempt of court, nor shall it prevent a minor being placed in the custody of the Larimer County Youth Services Bureau or other juvenile authority.
- (d) The Municipal Court Clerk is authorized to use any lawful method of collecting fines, fees, default judgments, personal recognizance bond forfeitures, civil penalties, and other amounts due from any person assessed such sums by the Town of Wellington Municipal Court, including without limitation reasonable costs of collection. The Town shall be entitled to receive the reasonable costs of collection in addition to the amounts otherwise due, and interest at the statutory rate for unpaid civil judgments. Reasonable costs of collection shall include, without limitation, the fees and costs of the Town Attorney or of private counsel or a collection agency, which the Court Clerk is hereby authorized to engage, but such fees and costs shall not exceed 25 percent of the amount collected. Any agreement for collection services shall be signed by the Town Administrator.



Board of Trustees Meeting

Date: February 27, 2024
Subject: Monthly Utility Report through 1/31/2024

BACKGROUND / DISCUSSION

The Monthly Utility Report through January 2024 is provided.

STAFF RECOMMENDATION

ATTACHMENTS

1. 2024-02-01 Monthly Utility Report



Wellington Water and Wastewater Utilities

Monthly Production and Operational Summary Report

As of February 1, 2024

November Production Summary

- Water
 - Total January monthly volumetric production to meet demand was 20 million gallons (MG), which is about average for January production.
 - The Conventional Plant produced 20 MG.
 - The Nanofiltration Plant is currently offline pending permit clarification with CDPHE.
 - Please see the attached charts for various additional data related to drinking water production.
- Wastewater
 - January Summary
 - The total influent volume for January was approximately 17 MG, which is below 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 1,944 pounds of BOD, which is the third highest total for the last 5 years. This represents 74% of the maximum permitted organic capacity.
 - Please see the attached charts for various additional data related to water reclamation production.

January Operational Summary

- Water Treatment Plants
 - Conventional Plant
 - The Water Treatment Plant continues to operate with only the 1MG tank. The 2MG Tank completed coating activities in late January and is currently undergoing disinfection and then will be refilled during the first half of February. To be returned to service the tank will need to pass bacteriological testing as required by CDPHE.
 - Nanofiltration Plant
 - The Nanofiltration Plant is currently offline pending permit clarification with CDPHE.
- 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 February 1, 2024

Schedule Update

- The contractor has requested eleven (11) weather days to date. The project schedule has been adjusted to account for the additional delays related to the procurement of the Filter to Waste (FTW) vault and consequently the construction of the Backwash to Waste ponds. The final completion date has been moved back sixteen days to August 19, 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 28, 2024
 - Final Completion August 19, 2024
 - Days remaining to Final Completion 138 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 installation of electrical duct banks throughout the site.
 - Started the installation of the fire pump house water lines and hydrant.
 - Completed installation of the 8 inch back wash waste line.
 - Continued to excavate and install the 30 inch Ozonated water line.
 - Placed the Ozone Quench vault
 - Treatment Building
 - Completed the construction of the Filters – with the final concrete placement inside the Filter gallery completed.
 - Continued install of plumbing, HVAC, and electrical systems
 - Continued framing and drywall install.
 - Started handrail installation
 - Continued the installation of the flocculator motors and paddles.
 - Ozone Building
 - Continued the installation of various electrical items
 - Continued installation of HVAC duct work
 - Installed wall coatings
 - Chemical Building
 - Continued installation of mechanical, electrical and plumbing systems
 - Continued HVAC installation
 - Chemical Tank vent installation started
 - Pre-Treatment Building
 - Started the replacement of the existing 40HP raw water pump with the new 60HP pump.
 - Installed various new piping and valving inside the raw water pump station
 - Installed new electrical equipment for the new pumps.
 - 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.
 - 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
 - Finished Effluent Line Tie-In to the Clearwell Building
 - The new Finished Effluent line tie-in to the existing clearwell building was modified from the original design in order to complete the work within the 3 day time frame as required by the Town. The changes to design required the placement of a concrete collar around the connection and a hole to be cored through the Clearwell Wall. The design changes required additional concrete and labor for a total cost to the Owners Contingency of \$20,488.00. The work was completed within the 3 day window as specified by the Town.
 - Owner contingency currently has \$1.294 million remaining, which is 86% of the original contingency.



Wellington Water Reclamation Facility Expansion Project

Project Status Summary Report

As of February 1, 2024

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 182 days

Construction Update

- Work completed or in progress listed under each structure:
 - Site Work
 - Installation of various equipment pads
 - Completed the effluent tie in box
 - Installed various HVAC pads
 - Continued work on duct banks
 - Backfill throughout site.
 - Step Feed Aeration Basin
 - Continued installation of the aeration mixing grids
 - Started the installation of the Handrails
 - Influent Pump Station
 - Installed gates
 - Installed pumps basins and pipe
 - Secondary Clarifiers
 - No work
 - Step Feed Process Building
 - Started installation of HVAC duct work
 - Continued drywall installation
 - Installed pumps and piping in the press room
 - Installed pumps, pipes and pipe supports in the basement
 - Orbal Reactor
 - No work
 - Digester 5 & 6
 - No work
 - UV Digester Blower Building
 - Started louvre install
 - Prepped concrete in the UV Channels
 - Administration Building
 - Painted walls
 - Started installation of tile in the bathrooms
 - Installed ceiling tiles
 - Headworks Building
 - Completed channel coatings, and interior masonry wall coatings



- 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.
 - The Project team was notified of a potential delay to the Automatic Transfer Switch (ATS) required to automatically switch the Facility to generator power in the event of a power outage. The parts have been on order now for over a year. This is noted as an industry wide issue with these parts. The team is actively monitoring the situation and looking for alternatives to proceed with plant startup without the switches.

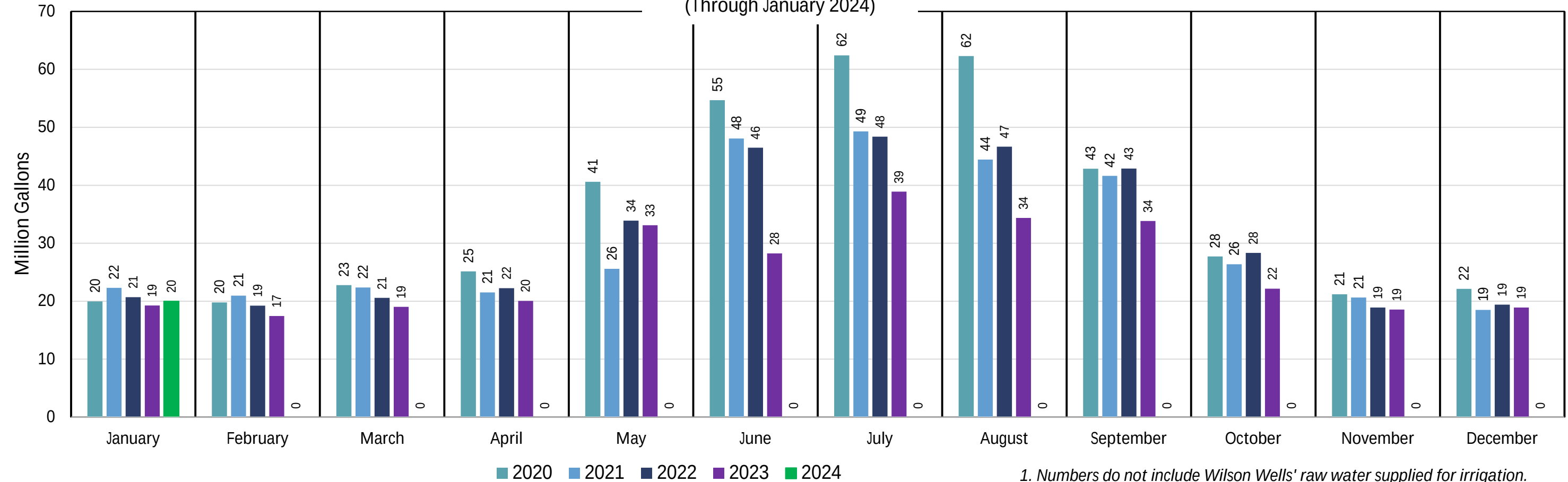
Contingency Update

- **Contractor Contingency**
 - Additional concrete embedded plates outside the Step Feed Process Building
 - This contingency item includes the modification to the dumpster rails inside the Step Feed Process Building to add a tapered nose cone to assist with pushing dumpsters onto the guide rails inside the building. It also includes cutting openings in the guide rails to aid with drainage during wash down. Finally, it includes the installation of additional concrete embedded plates outside the building on both the east and west side to protect the concrete from wear associated with loading/unloading the dumpsters from the trucks as well as pushing them around to maneuver them onto the guide rails inside the building. Total cost to the Contractor Contingency is \$53,190.00.
 - Concrete at the A Basin under the Pipe Gallery
 - The project team decided to add a concrete pad underneath the A Basin pipe gallery on the west side. The concrete pad will be used to install the required pipe supports. Additionally, the concrete pad will include a curb and bollards to protect the pipe gallery from the traffic along the adjacent access road. The total cost to the Contractor contingency is \$18,985.00.
 - Contractor contingency currently has \$1.62 million remaining or is at 74% 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

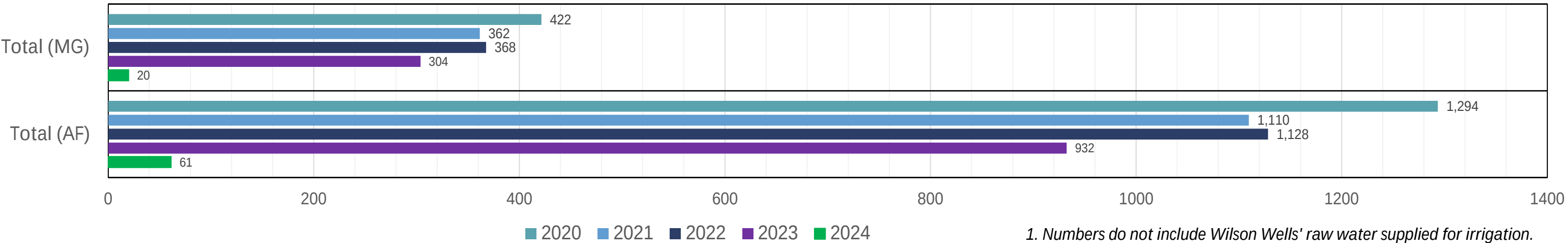
Total Monthly Production: Main WTP (Conventional & Microfiltration), and Nano Plant₁

(Through January 2024)



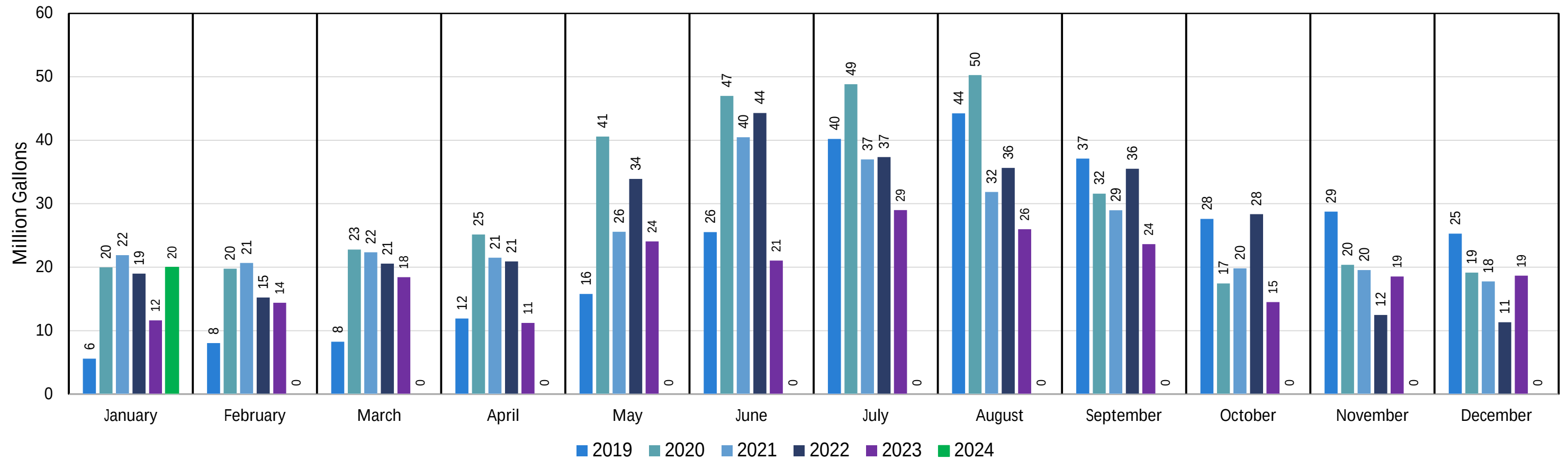
Annual Production Volumes₁

(Through January 2024)

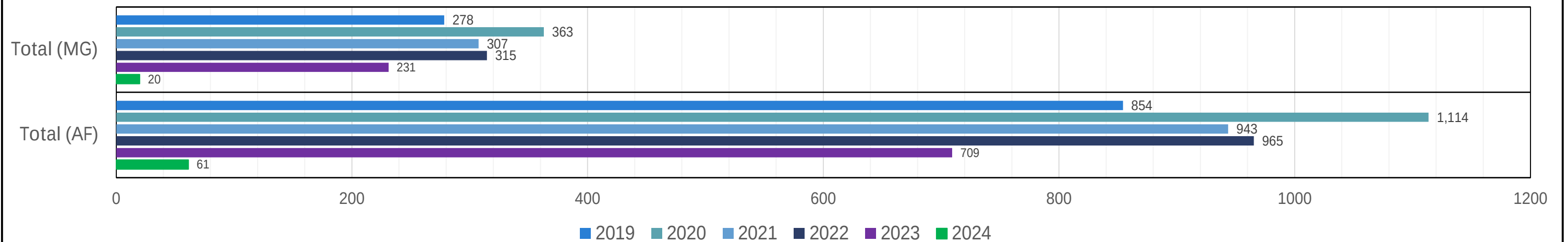


Town of Wellington Water Treatment

Monthly Production: Main WTP (Conventional & Microfiltration)
(Through January 2024)

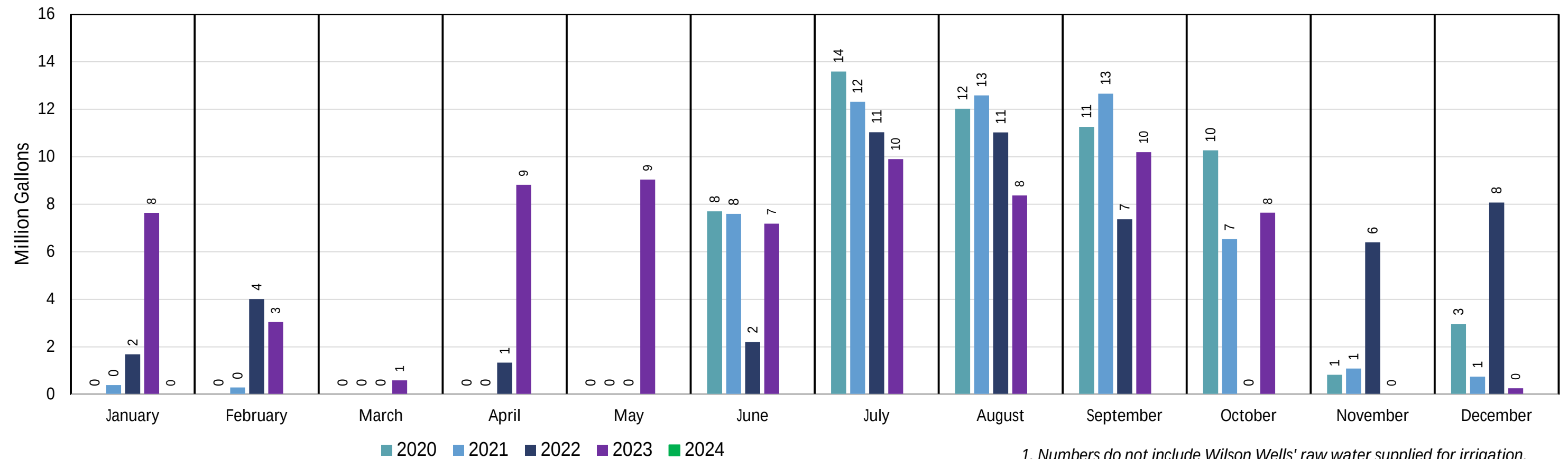


Annual Production Volumes
(Through January 2024)

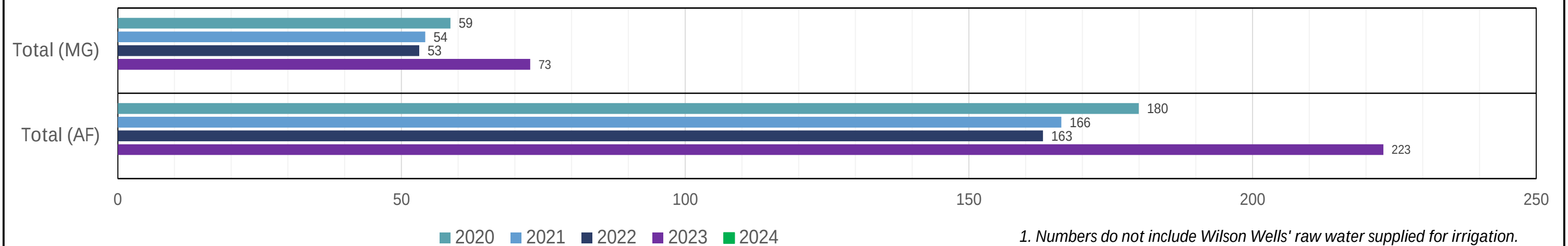


Town of Wellington Water Treatment

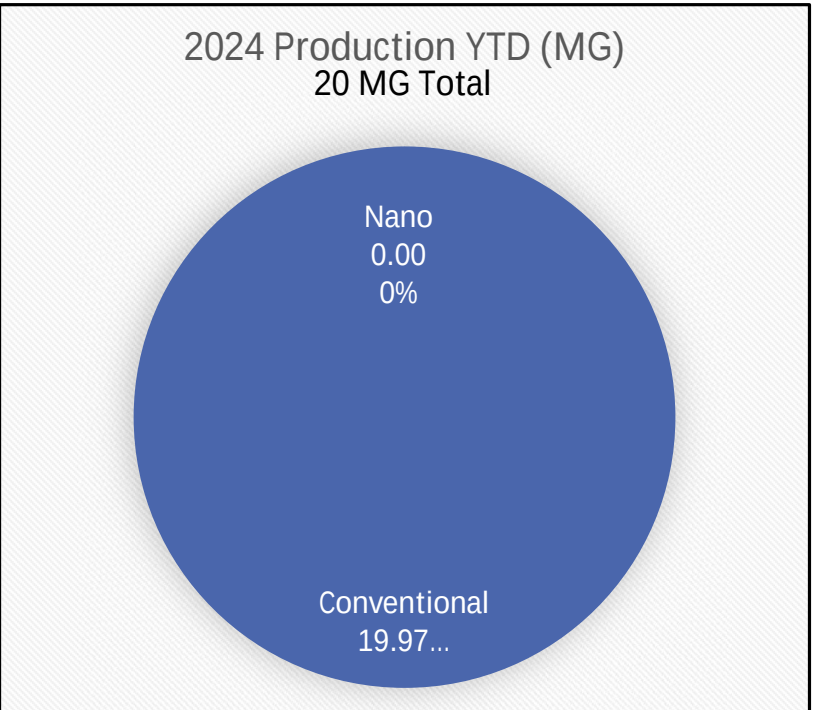
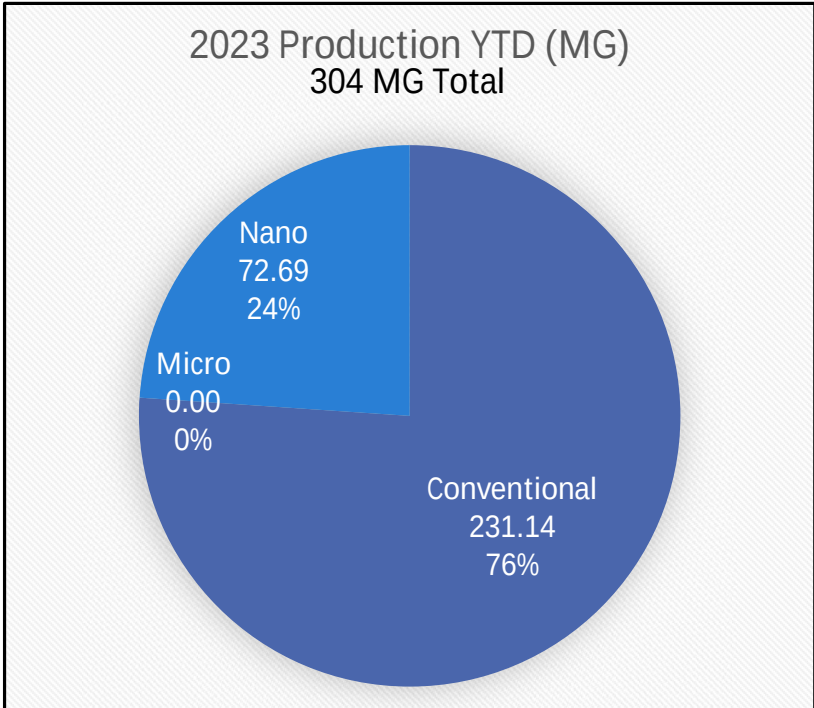
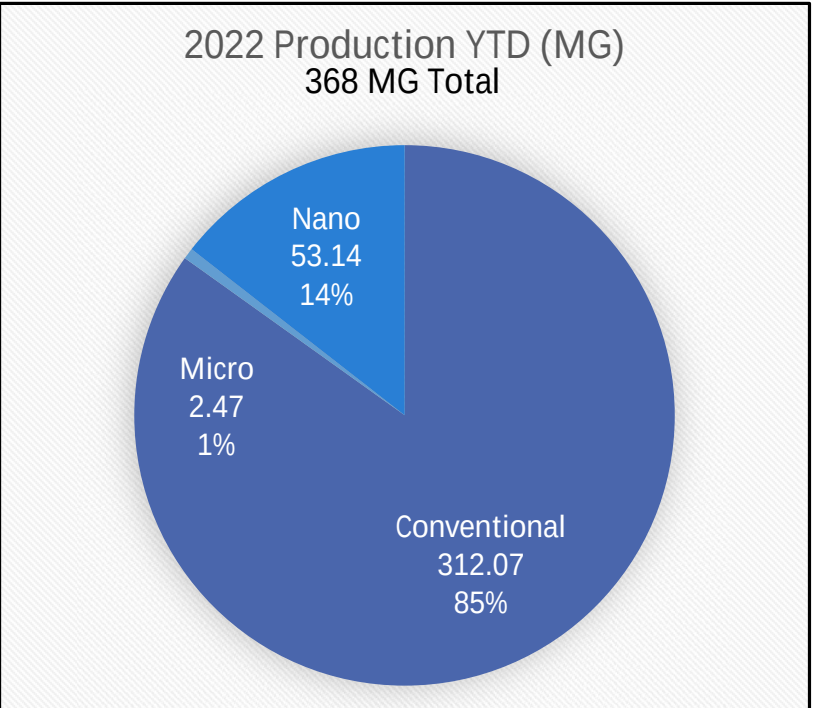
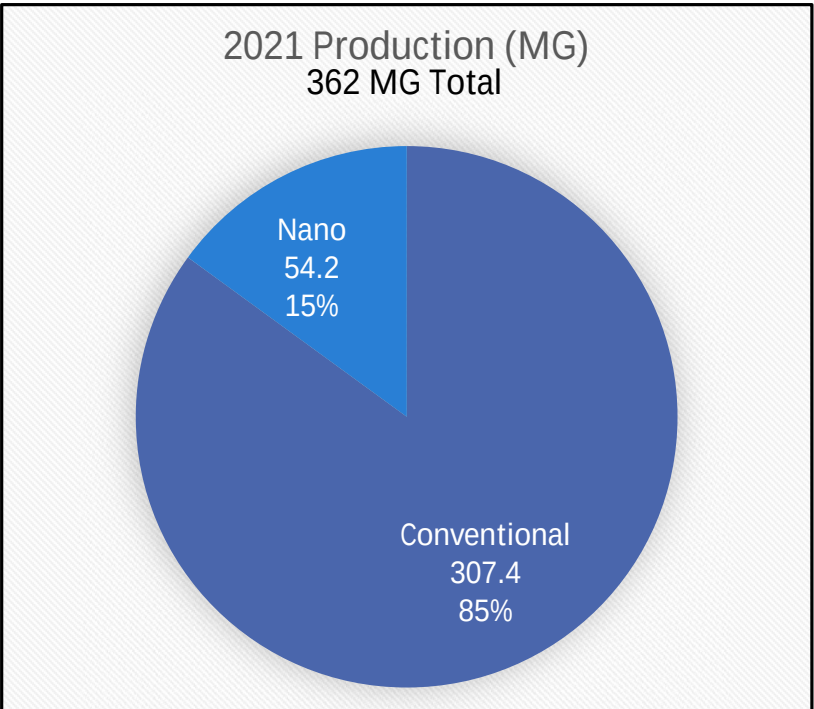
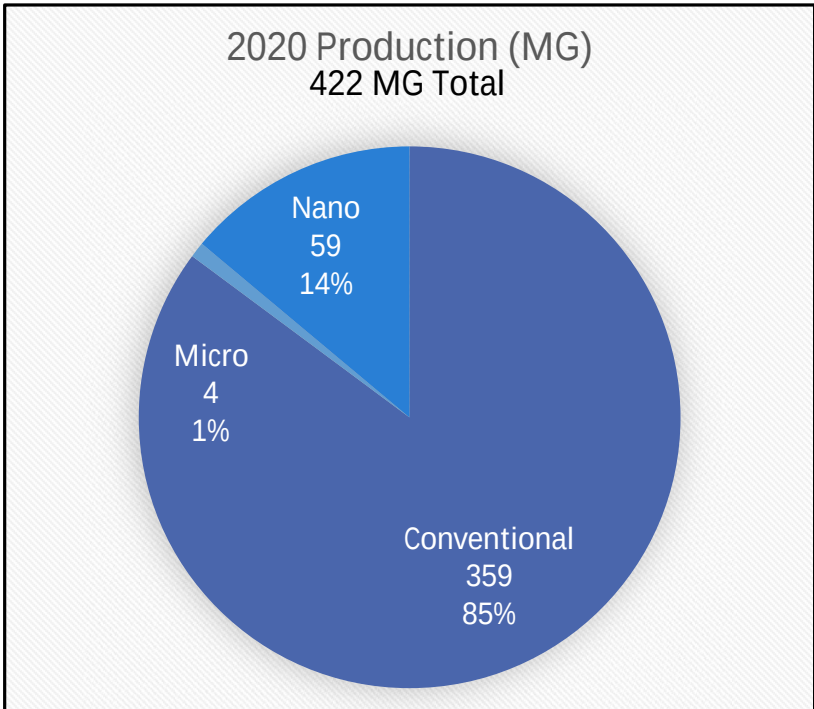
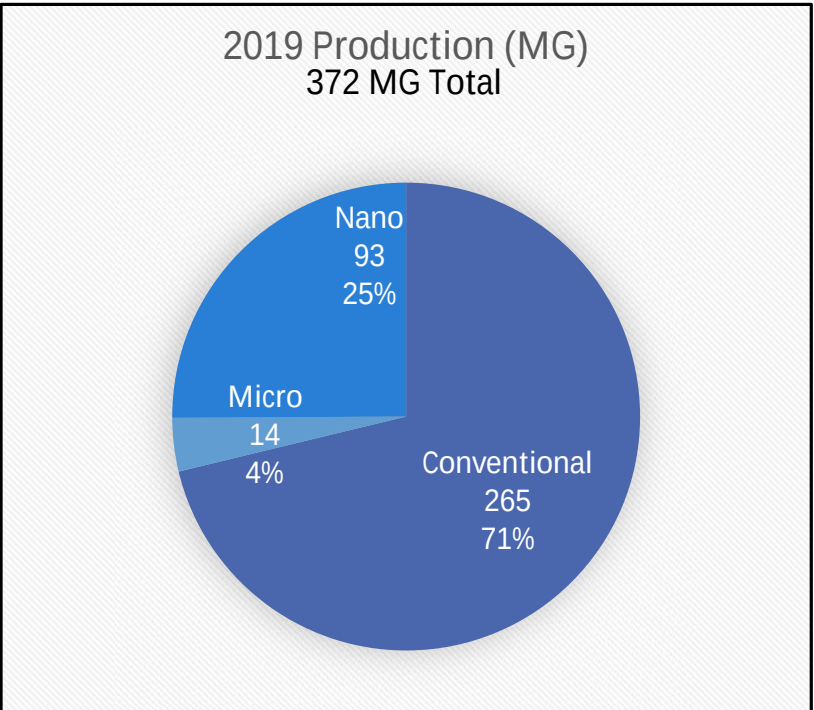
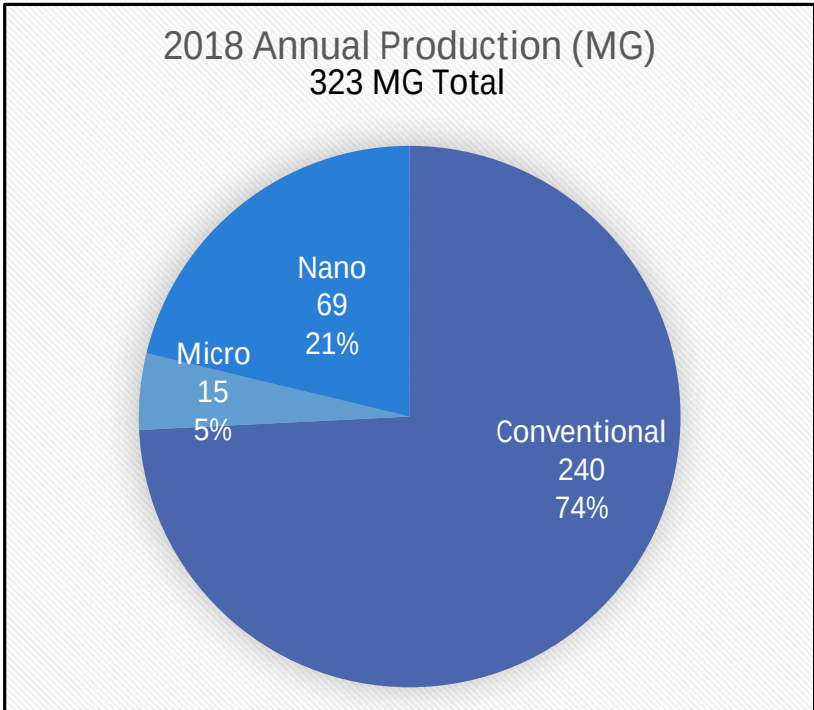
Monthly Production: Nano Plant₁
(Through January 2024)



Annual Production Volumes₁
(Through January 2024)

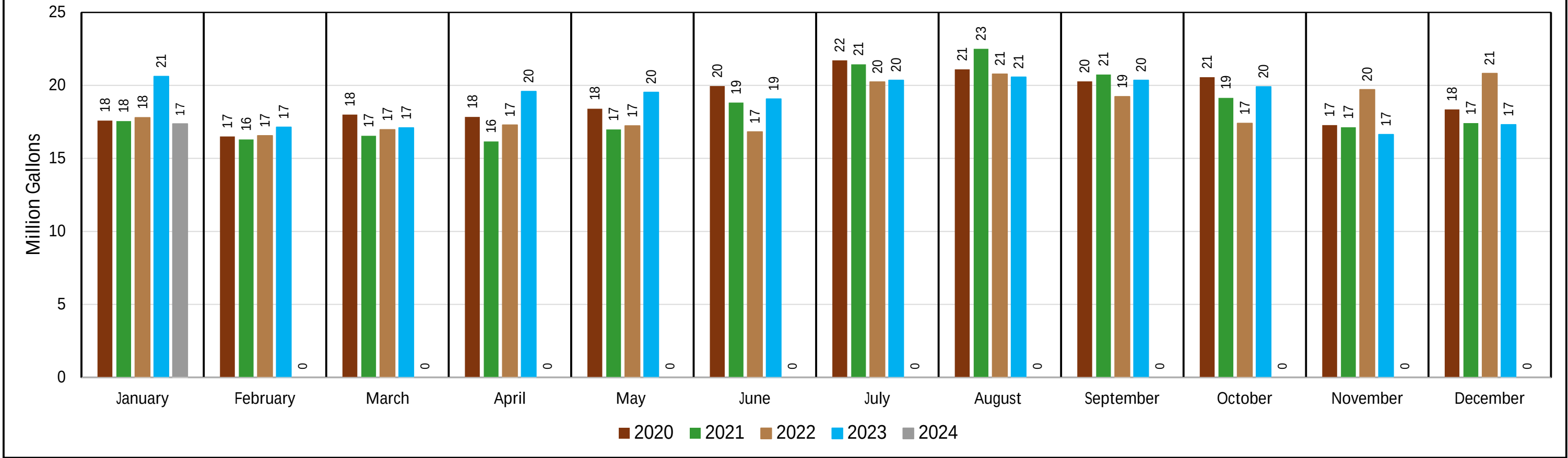


Town of Wellington
Water Treatment

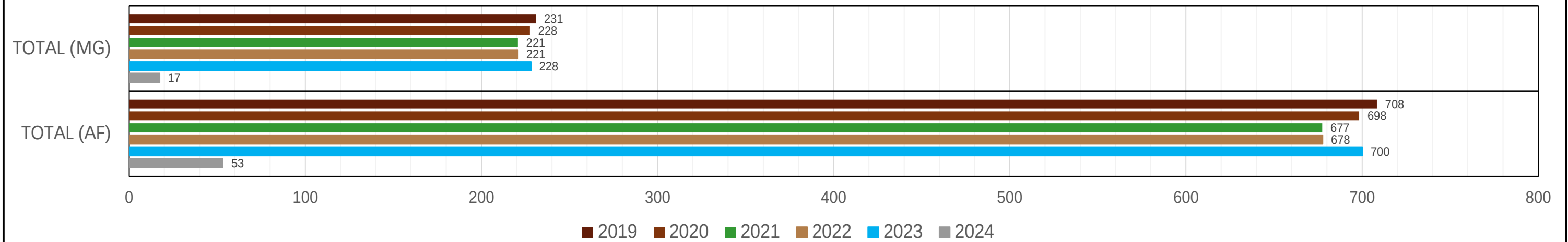


Town of Wellington
Water Reclamation Facility Treatment

Monthly Production: Monthly Volume of Influent
(Through January 2024)

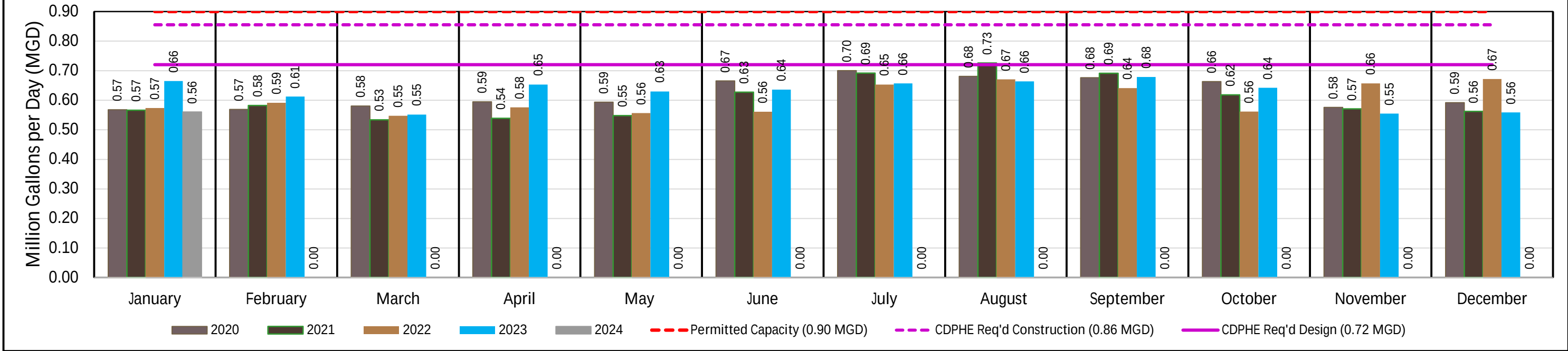


Annual Volume of Influent
(Through January 2024)

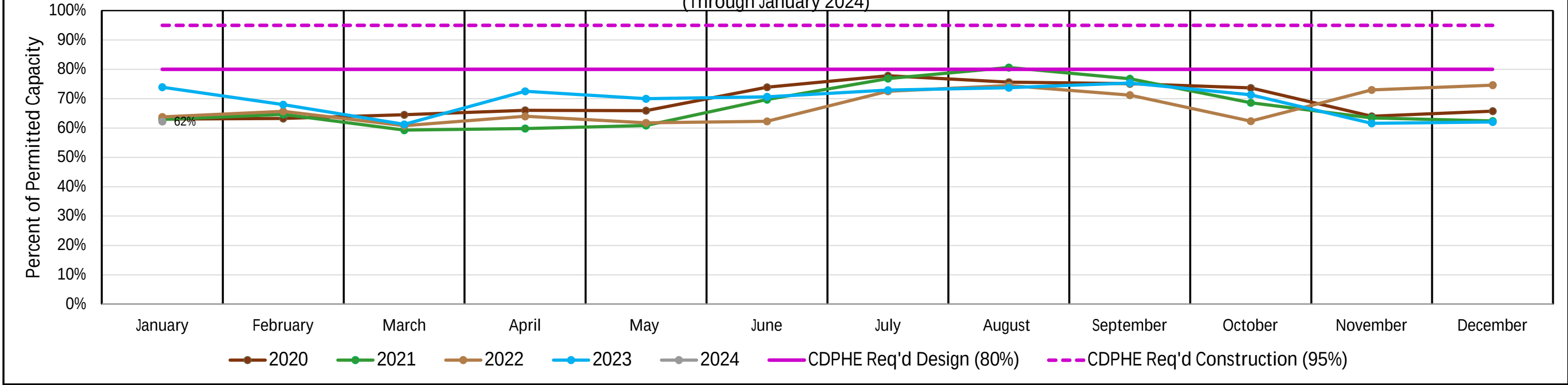


Town of Wellington
Water Reclamation Facility

Monthly Production: Hydraulic Loading
(Through January 2024)



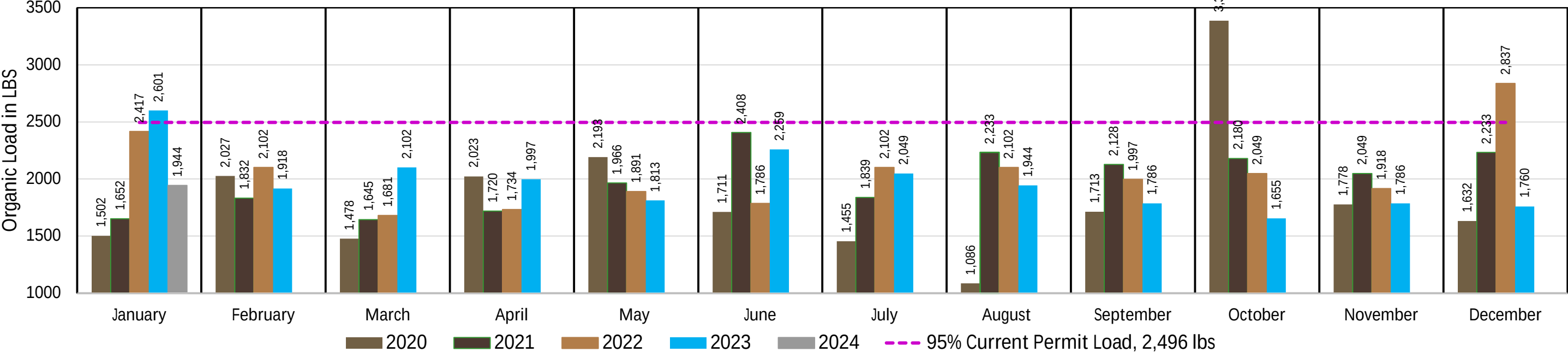
Monthly Production: Percent of Permitted Hydraulic Capacity
(Through January 2024)



Town of Wellington
Water Reclamation Facility

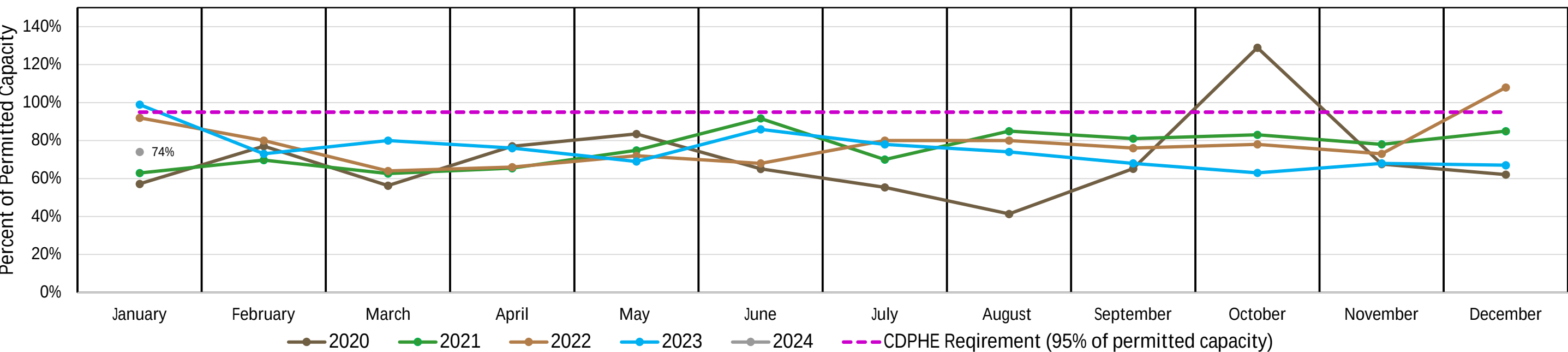
Monthly Production: Organic Loading
(Through January 2024)

Note: June 2018 permitted capacity increased from 1314lbs to current level of 2627lbs.



Monthly Production: Percent of Permitted Organic Capacity
(Through January 2024)

Note: June 2018 permitted capacity increased from 1314lbs to current level of 2627lbs.





Board of Trustees Meeting

Date: February 27, 2024
Subject: December 2023 Report of Bills

BACKGROUND / DISCUSSION

December 2023 Report of Bills.

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. Dec 2023 Payables

Report Criteria:

Report type: GL detail

Check.Voided = No

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
58316									
12/23	12/04/2023	58316	13932	Jack's Tire & Oil Management Co	23-0472613-	210-34-5233	1,812.18	1,812.18	TIRE Service AT FLEET, FUEL SURCHARGE
Total 58316:								1,812.18	
58317									
12/23	12/04/2023	58317	10291	ADVANCED AUTO PARTS	2203-907419	201-34-5233	32.01	32.01	FUEL AND FUEL FILTER
Total 58317:								32.01	
58318									
12/23	12/04/2023	58318	12661	ALL AMERICAN BACKFLOW	10272313B	210-34-5234	1,140.00	1,140.00	Backflow Test PARKS AND REC
Total 58318:								1,140.00	
58319									
12/23	12/04/2023	58319	13853	ALLIANT INSURANCE SERVICE	2481685	201-14-5510	400.00	400.00	PUBLIC OFFICIAL SCHEUDE BOND PREMIUM- JAN 2024-2025
Total 58319:								400.00	
58320									
12/23	12/04/2023	58320	13266	AMAZON	1KKV-XYXD-	201-34-5947	400.00	400.00	SHARP TONER SET PRINTER-PW
Total 58320:								400.00	
58321									
12/23	12/04/2023	58321	13942	AWP INC	500575069	203-34-5240	2,706.56	2,706.56	STOP SIGNS, YIELD SIGNS, POSTS AND BASES
Total 58321:								2,706.56	
58322									
12/23	12/04/2023	58322	13251	BOBCAT OF THE ROCKIES	15265680	201-34-5233	409.50	409.50	CUTTINE EDGE, PLOW BOLT
Total 58322:								409.50	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
58323									
12/23	12/04/2023	58323	14048	C & W TRUCK AND TRAILER PA	01INV05095	201-34-5233	36.34	36.34	SOLENOID
Total 58323:								36.34	
58324									
12/23	12/04/2023	58324	551	CENTURYLINK	12042023	204-34-5345	95.58	95.58	PUMP STATION PHONE SERVICE
Total 58324:								95.58	
58325									
12/23	12/04/2023	58325	13681	CINTAS	5184384064	201-34-5941	192.48	192.48	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
12/23	12/04/2023	58325	13681	CINTAS	5184384066	204-34-5941	297.34	297.34	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
12/23	12/04/2023	58325	13681	CINTAS	5185010315	205-34-5941	129.32	129.32	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
12/23	12/04/2023	58325	13681	CINTAS	8406539527	201-34-5941	61.32	61.32	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
Total 58325:								680.46	
58326									
12/23	12/04/2023	58326	13448	COLORADO ANALYTICAL LAB	231108056	205-34-5554	339.00	339.00	AMMONIA NITROGEN, NITRATE
12/23	12/04/2023	58326	13448	COLORADO ANALYTICAL LAB	231113013	205-34-5554	302.00	302.00	AMMONIA NITROGEN, BOD-5, NIRATE NITROGEN
12/23	12/04/2023	58326	13448	COLORADO ANALYTICAL LAB	231115005	204-34-5334	305.00	305.00	ALKALINITY, SUVA, TOC
12/23	12/04/2023	58326	13448	COLORADO ANALYTICAL LAB	231120009	205-34-5554	27.00	27.00	E COLI
12/23	12/04/2023	58326	13448	COLORADO ANALYTICAL LAB	231120027	205-34-5554	302.00	302.00	AMMONIA NITROGEN, BOD-5
12/23	12/04/2023	58326	13448	COLORADO ANALYTICAL LAB	231127003	205-34-5554	27.00	27.00	E COLI
Total 58326:								1,302.00	
58327									
12/23	12/04/2023	58327	14173	Core & Main	UOO187	204-34-5434	202.18	202.18	6 BLINK FLG DI PR IMP
Total 58327:								202.18	
58328									
12/23	12/04/2023	58328	300	DANA KEPNER	1590217-00	204-34-5434	98.72	98.72	BREAKABLE FLANGE
12/23	12/04/2023	58328	300	DANA KEPNER	6234552-00	204-34-5434	85.00	85.00	3/4 CRT3 FORD COPPPER ROUNDING TOOL
12/23	12/04/2023	58328	300	DANA KEPNER	6234553-00	204-34-5434	452.00	452.00	95 E CURB BOX,W/LID, CAST IRON TOP LID
12/23	12/04/2023	58328	300	DANA KEPNER	6234639-00	204-34-5434	108.00	108.00	NL 3/4 CO1-33 FORD
12/23	12/04/2023	58328	300	DANA KEPNER	6234956-00	204-34-5434	484.89	484.89	VALVE SUPPORT AND HAMMER FLARING TOOL

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58328:								1,228.61	
58329									
12/23	12/04/2023	58329	10330	DELLENBACH MOTORS	CTCS822529	205-34-5233	1,019.97	1,019.97	WIRE AND CONNECTOR
Total 58329:								1,019.97	
58330									
12/23	12/04/2023	58330	14206	DITESCO LLC	2023-727	211-80-5030	2,410.60	2,410.60	TREATED WATER STORAGE TANKS IMPROVEMENTS
Total 58330:								2,410.60	
58331									
12/23	12/04/2023	58331	232	GRAINGER	9905847746	204-34-5434	264.06	264.06	RUSST PREVENTATIVE SPRAY PAINT
12/23	12/04/2023	58331	232	GRAINGER	9912769479	205-34-5512	2,349.86	2,349.86	LOUVERS VIEW POINT LIFT STATION
12/23	12/04/2023	58331	232	GRAINGER	9914273116	204-34-5941	221.88	221.88	SAFETY VALVE/ELECTRICAL KIT
12/23	12/04/2023	58331	232	GRAINGER	9914273116	205-34-5941	221.88	221.88	SAFETY VALVE/ELECTRICAL KIT
Total 58331:								3,057.68	
58332									
12/23	12/04/2023	58332	13846	JACOBS ENGINEERING C/O BA	WXXZ2900-0	211-80-4010	38,963.96	38,963.96	WTP EXPANSION- ENGINEERING DESIGN AND CONSTRUCTION
Total 58332:								38,963.96	
58333									
12/23	12/04/2023	58333	314	LARIMER COUNTY SOLID WAS	2085843	203-34-5427	259.50	259.50	Rubble Commercial
12/23	12/04/2023	58333	314	LARIMER COUNTY SOLID WAS	2085945	203-34-5427	259.50	259.50	Rubble Commercial
12/23	12/04/2023	58333	314	LARIMER COUNTY SOLID WAS	2086043	203-34-5427	285.45	285.45	Rubble Commercial
Total 58333:								804.45	
58334									
12/23	12/04/2023	58334	13847	Lewan Technology	XIN19328	201-17-5579	1,633.00	1,633.00	Office 365 E3 - monthly billing 10/21/2023-11/20/2023
12/23	12/04/2023	58334	13847	Lewan Technology	XIN19727	201-17-5579	3,553.95	3,553.95	Cloud / MANAGED LICENSING AND RMM / MANAGED IFRASTRUCUTE AND HEL
12/23	12/04/2023	58334	13847	Lewan Technology	XIN19764	201-16-5103	4,162.75	4,162.75	JON ACKERMAN- IT- NOVEMBER 2023
12/23	12/04/2023	58334	13847	Lewan Technology	XIN19764	201-16-5356	2,104.75	2,104.75	JON ACKERMAN- IT- NOVEMBER 2023

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58334:								11,454.45	
58335									
12/23	12/04/2023	58335	14075	LOVELAND STEAM LAUNDRY	0033258	201-34-5372	12.15	12.15	Customer Shirt and Pant
12/23	12/04/2023	58335	14075	LOVELAND STEAM LAUNDRY	0033735	201-34-5372	14.58	14.58	Customer Shirt and Pant
Total 58335:								26.73	
58336									
12/23	12/04/2023	58336	350	MARCH & OLIVE, LLC	157995	201-11-5352	221.00	221.00	2023 CONNETT RESOURCES ASPHALT PLANT
12/23	12/04/2023	58336	350	MARCH & OLIVE, LLC	157996	201-13-5352	6,167.79	6,167.79	2023 General Fund - Administration
12/23	12/04/2023	58336	350	MARCH & OLIVE, LLC	157997	201-11-5352	3,808.00	3,808.00	2023 General Fund-BOARD MATTERS
12/23	12/04/2023	58336	350	MARCH & OLIVE, LLC	158022	201-12-5359	2,246.00	2,246.00	97011041 CRIMINAL DOCKETS
Total 58336:								12,442.79	
58337									
12/23	12/04/2023	58337	13760	McDonald Farms Enterprises	0095627-IN	205-34-5440	684.00	684.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
12/23	12/04/2023	58337	13760	McDonald Farms Enterprises	0095636-IN	205-34-5440	684.00	684.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
12/23	12/04/2023	58337	13760	McDonald Farms Enterprises	0096587-IN	205-34-5440	684.00	684.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
Total 58337:								2,052.00	
58338									
12/23	12/04/2023	58338	12953	Frank Parts CO	182491	201-34-5233	55.96	55.96	22IN TRICO ICE BL
12/23	12/04/2023	58338	12953	Frank Parts CO	182531	201-34-5233	22.30	22.30	SPIN-ON FLUID
12/23	12/04/2023	58338	12953	Frank Parts CO	182547	204-34-5233	69.04	69.04	CORE DEPOSIT AND 3 MO WTY BAT
12/23	12/04/2023	58338	12953	Frank Parts CO	182786	210-34-5233	80.70	80.70	RADIAL SEAL FILTER
12/23	12/04/2023	58338	12953	Frank Parts CO	183067	210-34-5233	4.27	4.27	FLASHER-THERMAL
Total 58338:								232.27	
58339									
12/23	12/04/2023	58339	399	NORTH POUDRE IRRIGATION	12042023	204-34-5593	1,507,348.39	1,507,348.39	2023 WATER USAGE BILLING
Total 58339:								1,507,348.39	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
58340									
12/23	12/04/2023	58340	13528	NORTHERN COLORADO SPOR	10920	210-51-5165	625.00	625.00	SCHEDULING/ADMIN DECEMBER 2023
Total 58340:								625.00	
58341									
12/23	12/04/2023	58341	13803	PERFECT PITCH BATTING CAG	2021156	210-51-5183	2,490.00	2,490.00	Winterization of batting cages.
Total 58341:								2,490.00	
58342									
12/23	12/04/2023	58342	13843	POLAR GAS INC	1511623744	204-34-5227	1,182.50	1,182.50	Propane WTP Utility -
Total 58342:								1,182.50	
58343									
12/23	12/04/2023	58343	432	POUDRE VALLEY CO-OP	0199243AP	201-34-5233	504.90	504.90	TireS AND WHEEL BALANCE
Total 58343:								504.90	
58344									
12/23	12/04/2023	58344	13200	PROTECT YOUTH SPORTS, DE	1121618	210-51-5144	128.65	128.65	BACKGROUND CHECKS-NATIONAL COMBO SEARCH
Total 58344:								128.65	
58345									
12/23	12/04/2023	58345	13816	SMART DOCUMENT MANAGEM	327241	201-15-5356	25.00	25.00	Confidential Document Shredding Service AND FUEL SURCHARGE
12/23	12/04/2023	58345	13816	SMART DOCUMENT MANAGEM	328349	201-15-5356	27.00	27.00	Confidential Document Shredding Service AND FUEL SURCHARGE
Total 58345:								52.00	
58346									
12/23	12/04/2023	58346	13416	TIMBER LINE ELECTRIC & CON	8352	205-34-5432	1,411.50	1,411.50	FIELD SERVICE/COMPUTER TECH, MILEAGE, TRAVEL TIME
Total 58346:								1,411.50	
58347									
12/23	12/04/2023	58347	13327	WAGNER EQUIPMENT CO.	P09C042905	201-34-5233	263.69	263.69	TUBE, SEAL O RING

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58347:								263.69	
58348									
12/23	12/04/2023	58348	13738	WELD CNTY DEPT PUBLIC HEA	E230481	204-34-5334	236.50	236.50	Coliform & E-Coli Water Testing
Total 58348:								236.50	
58349									
12/23	12/04/2023	58349	14119	Williams Scotsman, INC	9019445379	204-34-5433	1,077.80	1,077.80	60x12 Mobile office
12/23	12/04/2023	58349	14119	Williams Scotsman, INC	9019555183	205-34-5433	681.08	681.08	Office Steel 20', PERSONAL PROPERTY EXPENSES, LOSS DAMAGE WAIVER
Total 58349:								1,758.88	
58351									
12/23	12/07/2023	58351	14106	Ericka Scott	38151129	201-49-5369	1,170.00	1,170.00	HARRISON AVE CLEARING FOR NOV 2023
12/23	12/07/2023	58351	14106	Ericka Scott	LIB/LEEP 11	201-49-5369	1,417.50	1,417.50	Cleaning service LIB/LEEP NOV 2023
12/23	12/07/2023	58351	14106	Ericka Scott	TWNHALL11	201-49-5369	1,170.00	1,170.00	TOWN HALL CLEANING NOV 2023
Total 58351:								3,757.50	
58352									
12/23	12/06/2023	58352	571	TOWN OF WELLINGTON	12062023	201-11-5952	109.70	109.70	Acct. #5361.09 Thomas Foran
Total 58352:								109.70	
58353									
12/23	12/08/2023	58353	13266	AMAZON	1NMK-R3M7-	203-15-5214	206.28	206.28	MSB OFFICE SUPPLIES
Total 58353:								206.28	
58354									
12/23	12/08/2023	58354	13468	CivicPlus	283764	201-15-5530	1,512.00	1,512.00	ONLINE CODE HOSTING PREMIUM BUNDLE
12/23	12/08/2023	58354	13468	CivicPlus	285778	201-15-5530	2,761.50	2,761.50	FULL SERVICE SUBSCRIPTION
Total 58354:								4,273.50	
58355									
12/23	12/08/2023	58355	12692	DYNAMIC IMAGE	INV-1842	210-34-5356	170.00	170.00	COROPLAST SIGNS FOR PARK MAINTENANCE

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58355:								170.00	
58356									
12/23	12/08/2023	58356	14217	EVERLAST CLIMBING INDUSTR	INV-0006562	210-34-5942	2,456.86	2,456.86	BIKE HANGING HOOK AND POWDER COATED
Total 58356:								2,456.86	
58357									
12/23	12/08/2023	58357	12664	E-Z POUR READY MIX	14404	210-34-5942	425.00	425.00	PARK MEADOWS
Total 58357:								425.00	
58358									
12/23	12/08/2023	58358	14219	KROENKE SPORTS HOLDINGS	11132023	210-51-5144	2,916.00	2,916.00	WELLINGTON REC JR. NUGGETS FALL 2023
Total 58358:								2,916.00	
58359									
12/23	12/08/2023	58359	322	L.C. SALES TAX ADMINISTRATO	112023	201-00-2210	10,318.12	10,318.12	Building Permit Tax NOV 2023
12/23	12/08/2023	58359	322	L.C. SALES TAX ADMINISTRATO	112023	201-02-3430	343.94-	343.94-	Less 3 1/3% Vendor Fee
Total 58359:								9,974.18	
58360									
12/23	12/08/2023	58360	13094	NORTHERN COLORADO LANDS	1033	211-80-4006	1,800.00	1,800.00	DELIVER, PLANT AND STAKE
Total 58360:								1,800.00	
58361									
12/23	12/08/2023	58361	13528	NORTHERN COLORADO SPOR	10301	210-51-5166	260.00	260.00	GAME FEE DEC 1-2 2023
Total 58361:								260.00	
58362									
12/23	12/08/2023	58362	114	SAFEBUILT COLORADO, LLC	154337	201-18-5350	17,379.35	17,379.35	NOV 2023 PERMIT ACTIVITIY
Total 58362:								17,379.35	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
58363									
12/23	12/08/2023	58363	14102	THE F.A. BARTLETT TREE EXPE	41381663-0	210-34-5252	9,425.00	9,425.00	TOWN OF WELLINGTON PARKS
Total 58363:								9,425.00	
58364									
12/23	12/08/2023	58364	12983	WELLINGTON FIRE PROTECTIO	11302023	201-02-3425	30,246.59	30,246.59	Building Permit Impact Fees NOV 2023
12/23	12/08/2023	58364	12983	WELLINGTON FIRE PROTECTIO	11302023	201-02-3435	1,512.33-	1,512.33-	Less 5% Vendor Fee
Total 58364:								28,734.26	
58370									
12/23	12/14/2023	58370	13932	Jack's Tire & Oil Management Co	23-0475218-	210-34-5233	853.78	853.78	POWERKING TOWMAX, SERVICE FLEET
Total 58370:								853.78	
58371									
12/23	12/14/2023	58371	13710	ALL COPY PRODUCTS, INC.	35414576	201-17-5947	1,032.41	1,032.41	Agreement 110-1331874-000: Sharp MX-3070N & MX-3570N Copiers
Total 58371:								1,032.41	
58372									
12/23	12/14/2023	58372	13266	AMAZON	1AGP-J6YW-	201-18-5214	159.89	159.89	HP TANGO SMART WIRELESS PRINTER
12/23	12/14/2023	58372	13266	AMAZON	1V4M-1TCP-	203-15-5214	43.02	43.02	MSB SUPPLIES GLASS DRY ERASE BOARD
Total 58372:								202.91	
58373									
12/23	12/14/2023	58373	13942	AWP INC	500583247	203-34-5240	2,094.47	2,094.47	D/F STREET NAMES, OUTLET
12/23	12/14/2023	58373	13942	AWP INC	50556326	203-34-5240	123.75	123.75	24x18 CUSTOM (BMX TRACK)
Total 58373:								2,218.22	
58374									
12/23	12/14/2023	58374	14195	BAKER TILLY US, LLP	BT2624335	201-14-5356	20,232.28	20,232.28	DON RHOADS- NOV 2023- FINANICAL MANAGEMENT SERVICES 2023 AND TRA
Total 58374:								20,232.28	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
58375									
12/23	12/14/2023	58375	13705	BRIAN'S ELECTRIC, LLC	3505	210-34-5942	5,443.49	5,443.49	ReMOVE HID BALLAST FROM SIDEWALK POLE LIGHTS, DOG PARK
Total 58375:								5,443.49	
58376									
12/23	12/14/2023	58376	12264	CASELLE, INC.	129191	201-17-5579	34,371.00	34,371.00	ANNUA SUPPORT MAINTENANCE FROM 1/1/2024-12/31/2024
Total 58376:								34,371.00	
58377									
12/23	12/14/2023	58377	13996	CDPHE	WP24113861	204-34-5229	580.00	580.00	ANNUAL FEE JULY 1, 2023-JUNE 20 2024 PERMIT WWTF
Total 58377:								580.00	
58378									
12/23	12/14/2023	58378	13681	CINTAS	5188379460	203-34-5941	147.28	147.28	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
12/23	12/14/2023	58378	13681	CINTAS	5188379468	205-34-5941	78.01	78.01	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
12/23	12/14/2023	58378	13681	CINTAS	5188379471	204-34-5941	122.96	122.96	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
Total 58378:								348.25	
58379									
12/23	12/14/2023	58379	13448	COLORADO ANALYTICAL LAB	231204035	205-34-5554	339.00	339.00	AMMONIA NITROGEN, BOD-5
12/23	12/14/2023	58379	13448	COLORADO ANALYTICAL LAB	231211013	205-34-5554	27.00	27.00	E-COLI
Total 58379:								366.00	
58380									
12/23	12/14/2023	58380	11213	DELL	1071664237	210-51-5168	1,489.70	1,489.70	COMPUTERS FOR EMPLOYEES
12/23	12/14/2023	58380	11213	DELL	1071664237	201-16-5214	744.85	744.85	COMPUTERS FOR EMPLOYEES
12/23	12/14/2023	58380	11213	DELL	1071664237	201-17-5214	744.85	744.85	COMPUTERS FOR EMPLOYEES
12/23	12/14/2023	58380	11213	DELL	1071664237	201-14-5363	1,489.70	1,489.70	COMPUTERS FOR EMPLOYEES
Total 58380:								4,469.10	
58381									
12/23	12/14/2023	58381	12692	DYNAMIC IMAGE	INV-1592	201-13-5496	128.00	128.00	WATER SIGNS

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Total 58381:								128.00	
58382									
12/23	12/14/2023	58382	13591	Employers Council	0000485946	201-16-5583	44.00	44.00	FEDERAL STATEWIDE COURT, STATE WIDE COURT SEARCHS
Total 58382:								44.00	
58383									
12/23	12/14/2023	58383	12912	EVOQUA WATER TECHNOLOGI	906209075	204-34-5334	1,395.00	1,395.00	Drinking Water Recurring 11/01/23-11/30/23
Total 58383:								1,395.00	
58384									
12/23	12/14/2023	58384	216	FRONT RANGE STEEL	12142023	210-34-5233	19.10	19.10	6X4 GATOR
Total 58384:								19.10	
58385									
12/23	12/14/2023	58385	14043	GREELEY LOCK& KEY	25721	201-49-5367	660.00	660.00	OPEN PATH 3-10 DOOR ANNUAL CLOUD ACCESS
Total 58385:								660.00	
58386									
12/23	12/14/2023	58386	237	HACH CO.	13818517	204-34-5455	6,564.00	6,564.00	AA KTO; CLF10SC, PHD, PANEL ONLY
Total 58386:								6,564.00	
58387									
12/23	12/14/2023	58387	14220	HIXON MFG & SUPPLY COMPA	INV154706	205-34-5434	2,324.00	2,324.00	LOCATOR
Total 58387:								2,324.00	
58388									
12/23	12/14/2023	58388	14085	LOVELAND BARRICADE, LLC	21779	211-80-5025	5,021.66	5,021.66	VARIBALE MESSAGE BOARD, CONE RENTAL
12/23	12/14/2023	58388	14085	LOVELAND BARRICADE, LLC	21858	211-80-5025	1,604.70	1,604.70	VARIABLE MESSAGE BOARD AND CONE FOR RENTAL PERIOD 10/1-10/15
12/23	12/14/2023	58388	14085	LOVELAND BARRICADE, LLC	21898	211-80-5025	5,027.60	5,027.60	VARIABLE MESSAGE BOARD AND CONE FOR RENTAL PERIOD 11/01-11/16

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58388:								11,653.96	
58389									
12/23	12/14/2023	58389	14075	LOVELAND STEAM LAUNDRY	0035065	201-34-5372	4.86	4.86	Customer Shirt and Pant
Total 58389:								4.86	
58390									
12/23	12/14/2023	58390	12953	Frank Parts CO	183713	201-34-5233	19.94	19.94	VALU PAK
Total 58390:								19.94	
58391									
12/23	12/14/2023	58391	13528	NORTHERN COLORADO SPOR	10333	210-51-5166	260.00	260.00	GAME FEE 12/8-12/9 2023
Total 58391:								260.00	
58392									
12/23	12/14/2023	58392	10830	POUDRE VALLEY AIR	251639	201-49-5367	223.02	223.02	SERVICE CALL LEAK AT MSB- REPAIR
Total 58392:								223.02	
58393									
12/23	12/14/2023	58393	432	POUDRE VALLEY CO-OP	0199523AP	201-34-5233	24.50	24.50	Tire MOUNT, VALVE STEM
Total 58393:								24.50	
58395									
12/23	12/14/2023	58395	14070	TRE ENVIRONMENTAL STRATE	4782	205-34-5554	1,500.00	1,500.00	3 BROOD SURVIVAL AND REPRODUCTION-SCRN & UV TREATMENT
Total 58395:								1,500.00	
58396									
12/23	12/14/2023	58396	13856	TROPHY CREATIVE LLC	39526	201-13-5214	26.00	26.00	NAME TAGS -
Total 58396:								26.00	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
58397									
12/23	12/14/2023	58397	547	UNCC	223111538	204-34-5434	72.88	72.88	RTL TRANSMISSIONS
12/23	12/14/2023	58397	547	UNCC	223111538	205-34-5434	72.89	72.89	RTL TRANSMISSIONS
Total 58397:								145.77	
58398									
12/23	12/14/2023	58398	14138	WESTWATER RESEARCH LLC	254	204-34-5356	4,590.00	4,590.00	22-153 PHASE WATER SUPPLY EVALUATION
Total 58398:								4,590.00	
58399									
12/23	12/14/2023	58399	12739	WHITE CAP CONST. SUPPLY	1001919358	203-34-5240	92.04	92.04	17 OZ FLUORESCENT PINK INVERTED MARKING PAINT
Total 58399:								92.04	
58400									
12/23	12/14/2023	58400	14119	Williams Scotsman, INC	9019055773	205-34-5433	172.50	172.50	MS Furniture Package
12/23	12/14/2023	58400	14119	Williams Scotsman, INC	9019568254	205-34-5433	172.50	172.50	MS FURINTURE PACKAGE
Total 58400:								345.00	
58401									
12/23	12/18/2023	58401	14098	REPUBLIC SERVICES INC.	0642-000749	201-34-5398	718.02	718.02	TRASH & RECYCLING
12/23	12/18/2023	58401	14098	REPUBLIC SERVICES INC.	0642-000754	210-34-5365	1,546.58	1,546.58	TRASH & RECYCLING PARKS
Total 58401:								2,264.60	
58407									
12/23	12/21/2023	58407	11250	ABLAO LAW LLC	1246	201-12-5109	750.00	750.00	DECEMBER COURT SESSION
Total 58407:								750.00	
58408									
12/23	12/21/2023	58408	13891	ALL OUT FENCE LLC	1280	201-18-5355	300.00	300.00	MOWING 3 PROPERTIES
Total 58408:								300.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
58409									
12/23	12/21/2023	58409	14222	AQUATICS ASSOCIATES, INC	6234	210-34-5221	2,500.00	2,500.00	LAKE AERATION SYSTEMS PARTS- PARK PONDS
Total 58409:								2,500.00	
58410									
12/23	12/21/2023	58410	13382	BUFFALO CREEK SUBDIVISION	1079163483	210-34-5341	80.15	80.15	XCEL PORTION FOR TOWN PUMP-BUFFALO CREEK HOA
Total 58410:								80.15	
58411									
12/23	12/21/2023	58411	13656	CEM SALES & SERVICE, INC.	162021	211-80-5039	18,774.30	18,774.30	AUTOMATIC DUAL TANK SWITCHOVER, FULL FEEDER
Total 58411:								18,774.30	
58412									
12/23	12/21/2023	58412	13681	CINTAS	8406585125	210-34-5941	70.07	70.07	SERVICE ACKNOWLEDGMENT-OFFICE, BY CABINET AND OTHER
Total 58412:								70.07	
58413									
12/23	12/21/2023	58413	13572	GOVCONNECTION, INC.	74783789	201-17-5579	3,417.55	3,417.55	VIP-G AB PRO ENT RN LGA L9 12M
Total 58413:								3,417.55	
58414									
12/23	12/21/2023	58414	13846	JACOBS ENGINEERING C/O BA	WXXZ2950-0	211-80-4061	33,026.13	33,026.13	WWTP EXPANSION DESIGN
Total 58414:								33,026.13	
58415									
12/23	12/21/2023	58415	13528	NORTHERN COLORADO SPOR	10355	210-51-5166	260.00	260.00	GAME FEE BASKETBALL AND VOLLEYBALL 12/15- 12/16-2023
Total 58415:								260.00	
58416									
12/23	12/21/2023	58416	14221	OWL CANYON COFFEE LLC	1	201-11-5192	327.75	327.75	DOWNTOWN PARADE OF LIGHTS 12/2/2023

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58416:								327.75	
58417									
12/23	12/21/2023	58417	428	PITNEY BOWES BANK INC PUR	1024409217	201-14-5311	77.40	77.40	SOFTGUARD, IMI METER
12/23	12/21/2023	58417	428	PITNEY BOWES BANK INC PUR	1024409218	201-14-5311	52.34	52.34	STANDARD SLA-EQUIPMENT SERVICE AGREEMENT
12/23	12/21/2023	58417	428	PITNEY BOWES BANK INC PUR	1024461893	201-14-5311	91.29	91.29	Red ink ctg 1 box
Total 58417:								221.03	
58418									
12/23	12/21/2023	58418	12497	POUDRE SCHOOL DISTRICT	AR950786	210-51-5392	2,091.00	2,091.00	RENTAL EYESTONE ELEM
Total 58418:								2,091.00	
58419									
12/23	12/21/2023	58419	14174	Rockwell Automation, Inc.	INV75767.2	204-34-5356	8,047.50	8,047.50	CMMS Professional AND KICKSTARTE PLUS IMPLEMENTATION
12/23	12/21/2023	58419	14174	Rockwell Automation, Inc.	INV75767.2	205-34-5356	8,047.50	8,047.50	CMMS Professional AND KICKSTARTE PLUS IMPLEMENTATION
Total 58419:								16,095.00	
58420									
12/23	12/21/2023	58420	14102	THE F.A. BARTLETT TREE EXPE	41381662-0	210-34-5252	300.00	300.00	I-TREE CANOPY APPLICATION ASSESSMENT
Total 58420:								300.00	
58421									
12/23	12/21/2023	58421	14176	Trihydro Corporation	0194836	211-80-5027	778.50	778.50	2023 BOXELDER CREEK LOMR
Total 58421:								778.50	
58422									
12/23	12/21/2023	58422	13922	VALERIE JO FAGAN	1021	210-51-5166	285.60	285.60	Book Bugs, MINI MONETS, DRAWING CLUB, ART CLUB, PAINTING WORKSHOP
Total 58422:								285.60	
58423									
12/23	12/21/2023	58423	13891	ALL OUT FENCE LLC	12212023	210-34-5942	4,000.00	4,000.00	SKATE PARK DEPOSIT

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 58423:								4,000.00	
58424									
12/23	12/28/2023	58424	13266	AMAZON	1XDX-KRHC-	201-14-5214	486.86	486.86	FINANCE OFFICE SUPPLIES
Total 58424:								486.86	
58425									
12/23	12/28/2023	58425	13347	BNSF RAILWAY COMPANY	90260009	201-00-2207	9,244.29	9,244.29	WIDENING CROSSING AT CR60 FOR PED TRAFFIC
12/23	12/28/2023	58425	13347	BNSF RAILWAY COMPANY	90261086	201-00-2207	29,781.17	29,781.17	WIDENING CROSSING AT CR 60 FOR PED TRAFFIC
Total 58425:								39,025.46	
58426									
12/23	12/28/2023	58426	10290	COLORADOAN	6082272	201-15-5331	32.64	32.64	PUBLISHING PUBLIC LEGAL NOTICES
Total 58426:								32.64	
58427									
12/23	12/28/2023	58427	350	MARCH & OLIVE, LLC	158161	201-13-5352	1,713.20	1,713.20	2023 General Fund - Administration
12/23	12/28/2023	58427	350	MARCH & OLIVE, LLC	158162	201-11-5352	3,009.00	3,009.00	2023 General Fund-BOARD MATTERS
12/23	12/28/2023	58427	350	MARCH & OLIVE, LLC	158163	201-13-5352	15.00	15.00	2023 PLANNING DEPARTMENT-CONNELL RESOURCES
12/23	12/28/2023	58427	350	MARCH & OLIVE, LLC	158178	201-12-5359	2,172.00	2,172.00	CRIMINAL DOCKETS
Total 58427:								6,909.20	
58428									
12/23	12/28/2023	58428	14138	WESTWATER RESEARCH LLC	428	204-34-5356	1,180.00	1,180.00	22-153 PHASE WATER SUPPLY EVALUATION
Total 58428:								1,180.00	
110123									
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5214	292.33	292.33	GRT GRANT-INTERACTIVE BOARD
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-13-5336	72.00	72.00	LUNCH - JIM KELLY/CDOT, CALAR CHAUSSEE/MAYOR, CODY BIRD/PLNG DIR,
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	210-34-5942	132.39	132.39	PARKS - MINOR PROJECTS
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	205-34-5455	44.95	44.95	GLOBE SCIENTIFIC SLIDE GLASS LAB SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	205-34-5370	90.04	90.04	WORK PANTS
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	203-34-5422	143.64	143.64	SMALL TOOLS

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	210-34-5422	499.98	499.98	SEED, FERTILIZER, AND SALT SPREADERS
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	210-51-5181	29.64	29.64	LARGE CALENDAR FOR NEXT YEARS ACTIVITIES AND PLANNING
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	210-51-5181	8.81	8.81	STICKERS FOR LITTLE PARTICIPANTS DURING ACTIVITY
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-13-5335	11.00	11.00	BIZWEST MONTHLY SUBSCRIPTION
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	210-51-5168	12.78	12.78	MOUSEPADS FOR STAFF
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-13-5335	14.99	14.99	LOVELAND REPORTER HERALD MONTHLY SUBSCRIPTION
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5214	227.76	227.76	GRT GRANT-EARLY LIT TO FFNS
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	210-34-5942	81.41	81.41	PARKS - MINOR PROJECTS
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5900	30.86	30.86	BOOK
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-49-5367	71.88	71.88	R&M FACILITY SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5941	15.96	15.96	OFFICE SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	210-34-5233	761.68	761.68	R&M FLEET REFUND DUE TO TAX BEING CHARGED
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5941	22.99-	22.99-	REFUND OFFICE SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	210-34-5233	764.79	764.79	R&M FLEET
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	204-34-5433	9.11	9.11	THREAD LOCK AND CAM LOCK GASKETS.
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5941	32.80	32.80	OFFICE SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5941	54.03	54.03	OFFICE SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5941	53.24	53.24	OFFICE SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-14-5311	11.49	11.49	POSTAGE TO SEND ITEMS TO PREVIOUS EMPLOYEE
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5941	53.82	53.82	OFFICE SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5792	42.98	42.98	DVDS
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5947	533.45	533.45	OFFICE SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5792	131.84	131.84	DVDS
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5579	29.99	29.99	ADOBE SUBSCRIPTION PAYMENT
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5941	111.18	111.18	OFFICE SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	204-34-5241	22.97	22.97	PAINT SUPPLY
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-18-5380	165.00	165.00	NSO ICC CLASS/TRAINING
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	205-34-5433	116.28	116.28	HPS LAMPS FOR EXTERIOR LIGHTING.
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-13-5363	9.98	9.98	WHEELS FOR OFFICE CHAIRS
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	205-34-5434	148.95	148.95	NEW BATTERY FOR THE MOTOR AT THE LIFT STATION
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-11-5192	500.00	500.00	SPLIT - 201-11-5192 CAC TRICK OR TREAT MAINSTREET (87.64%)
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-13-5496	70.52	70.52	SPLIT - 201-13-5496 BUDGET BOO-NANZA SUPPLIES (12.36%)
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	205-34-5433	7.99	7.99	FUSE FOR HEAD WORKS PLC INPUT CARD.
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	210-34-5380	47.12-	47.12-	REFUND FOR TAX
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5214	15.99	15.99	SUPPLY
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-16-5949	399.00	399.00	WTP SUPERINTENDENT AD IN AWWA PORTAL (MEMBER PRICING)
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5214	56.68	56.68	BOONANZA SUPPLY/CIRCULATION
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5380	100.84	100.84	TRAINING MANUAL
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5900	24.95	24.95	BOOK

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12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5214	27.98	27.98	SUPPLY
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5941	109.99	109.99	OFFICE SUPPLIES
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-18-5380	512.28	512.28	HOTEL STAY FOR CASELLE CONFERENCE
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-18-5380	74.28-	74.28-	CREDIT FOR THE TAXES ON THE HOTEL STAY FOR THE CASELLE CONFERENCE
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5380	438.00	438.00	CASELLE CONFERENCE HOTEL STAY
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5214	12.94	12.94	COFFEE FILTERS
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5214	42.58	42.58	3D PRINTER FILAMENT
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-34-5380	446.76	446.76	CASELLE CONFERENCE HOTEL STAY
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	205-34-5455	610.13	610.13	TUBING FOR SAMPLERS
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-49-5367	99.97	99.97	R&M BUILDING
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-13-5496	1.87	1.87	BOO-NANZA AD
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	205-34-5455	613.00	613.00	LAB WASHER DETERGENT
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5337	64.18	64.18	GRT GRANT-FOOD/EVENT SUP
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5900	15.00	15.00	BOOK
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-55-5337	38.87	38.87	GRT GRANT-FOOD/EVENT SUP
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	201-13-5496	9.10	9.10	BOO-NANZA AD
12/23	12/01/2023	110123	13269	FIRST NATIONAL BANK OMAHA	11012023	205-34-5433	113.12	113.12	OUTSIDE LIGHTING BULBS.
Total 110123:								9,021.35	
4005022									
12/23	12/07/2023	4005022	439	XCEL ENERGY	DEC ACH 20	210-51-5185	553.81	553.81	BATTING CAGE ELECTRICITY
12/23	12/07/2023	4005022	439	XCEL ENERGY	DEC ACH 20	204-34-5341	760.62	760.62	BUFFALO CREEK PKWY WELLHOUSE
12/23	12/07/2023	4005022	439	XCEL ENERGY	DEC ACH 20	203-34-5341	56.71	56.71	6744 NE FRONTAGE RD
12/23	12/07/2023	4005022	439	XCEL ENERGY	DEC ACH 20	205-34-5341	15,458.96	15,458.96	6172 NE FRONTAGE ROAD SEWER PUMP
12/23	12/07/2023	4005022	439	XCEL ENERGY	DEC ACH 20	201-49-5341	12.00	12.00	3804 Cleveland Ave
12/23	12/07/2023	4005022	439	XCEL ENERGY	DEC ACH 20	210-34-5341	12.69	12.69	3705 Ronald Reagan
12/23	12/07/2023	4005022	439	XCEL ENERGY	DEC ACH 20	204-34-5341	422.84	422.84	PUMP HOUSE 4000 WILSON AVE
12/23	12/07/2023	4005022	439	XCEL ENERGY	DEC ACH 20	203-34-5341	1,334.12	1,334.12	8130 3RD ST
12/23	12/07/2023	4005022	439	XCEL ENERGY	DEC ACH 20	203-34-5341	13,266.44	13,266.44	STREET LIGHTS
Total 4005022:								31,878.19	
4005030									
12/23	12/04/2023	4005030	551	CENTURYLINK	12042023.1	204-34-5345	67.43	67.43	WATER TREATMENT PLANT
12/23	12/04/2023	4005030	551	CENTURYLINK	12042023.1	201-17-5345	82.00	82.00	
12/23	12/04/2023	4005030	551	CENTURYLINK	12042023.1	201-17-5345	142.30	142.30	

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Total 4005030:								291.73	
4005031									
12/23	12/04/2023	4005031	433	POUDRE VALLEY REA	12142023	210-34-5341	29.28	29.28	Wellington Jr. High
12/23	12/04/2023	4005031	433	POUDRE VALLEY REA	12142023	203-34-5341	45.20	45.20	Hwy 1 & CR 60 Lights
12/23	12/04/2023	4005031	433	POUDRE VALLEY REA	12142023	207-34-5341	43.25	43.25	3500 GW Bush Ave
12/23	12/04/2023	4005031	433	POUDRE VALLEY REA	12142023	204-34-5341	58.38	58.38	7250 Kit Fox Dr. Viewpointe
12/23	12/04/2023	4005031	433	POUDRE VALLEY REA	12142023	203-34-5341	302.22	302.22	CO RD 62
12/23	12/04/2023	4005031	433	POUDRE VALLEY REA	12142023	203-34-5341	561.08	561.08	Sage Meadows Street Lights
12/23	12/04/2023	4005031	433	POUDRE VALLEY REA	12142023	204-34-5341	1,046.82	1,046.82	10691 N CO RD 11
12/23	12/04/2023	4005031	433	POUDRE VALLEY REA	12142023	204-34-5341	2,784.04	2,784.04	CO RD 11 & 68
Total 4005031:								4,870.27	
4005032									
12/23	12/04/2023	4005032	12840	RISE BROADBAND	12042023	204-34-5384	104.28	104.28	
12/23	12/04/2023	4005032	12840	RISE BROADBAND	12042023	205-34-5384	134.28	134.28	
Total 4005032:								238.56	
4005033									
12/23	12/04/2023	4005033	12380	TDS	12082023	201-17-5384	172.95	172.95	3800 WILSON AVE INTERNET
12/23	12/04/2023	4005033	12380	TDS	12082023	201-17-5384	44.95	44.95	INTERNET SERVICE
12/23	12/04/2023	4005033	12380	TDS	12082023	201-17-5384	149.95	149.95	INTERNET SERVICE
12/23	12/04/2023	4005033	12380	TDS	12082023	201-17-5384	279.90	279.90	4006 HAYES AVE INTERNET
Total 4005033:								647.75	
4005034									
12/23	12/11/2023	4005034	13592	ALLSTATE	12142023	201-00-2520	548.97	548.97	Dec ACH
Total 4005034:								548.97	
4005035									
12/23	12/11/2023	4005035	12896	FIRST NATIONAL BANK	12012023.1	210-90-5632	1,053.72	1,053.72	Park Loan Interest Payment
12/23	12/11/2023	4005035	12896	FIRST NATIONAL BANK	12012023.1	210-90-5630	21,401.27	21,401.27	Park Loan Payment

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Total 4005035:								22,454.99	
4005036									
12/23	12/11/2023	4005036	13769	Jive Communications Inc	12122023	201-17-5345	938.59	938.59	Town Phone Bill
Total 4005036:								938.59	
4005037									
12/23	12/11/2023	4005037	14082	LUMEN	12042023	201-17-5384	737.52	737.52	Dec ACH
Total 4005037:								737.52	
4005038									
12/23	12/11/2023	4005038	13867		12272023	201-00-2516	6,239.00	6,239.00	Workers Comp.
Total 4005038:								6,239.00	
4005039									
12/23	12/11/2023	4005039	13320	VERIZON WIRELESS	12282023	201-17-5345	2,847.61	2,847.61	Split distribution
12/23	12/11/2023	4005039	13320	VERIZON WIRELESS	12282023	201-24-5345	142.38	142.38	Split distribution
Total 4005039:								2,989.99	
4005100									
12/23	12/27/2023	4005100	1	Black Hills Energy	12282023	210-34-5344	110.93	110.93	8700 3RD
12/23	12/27/2023	4005100	1	Black Hills Energy	12282023	201-49-5344	151.81	151.81	3749 HARRISON AVE
12/23	12/27/2023	4005100	1	Black Hills Energy	12282023	205-34-5344	1,246.38	1,246.38	6190 NE Frontage Rd
12/23	12/27/2023	4005100	1	Black Hills Energy	12282023	201-49-5344	25.33	25.33	3804 Cleveland Ave
12/23	12/27/2023	4005100	1	Black Hills Energy	12282023	201-49-5344	706.57	706.57	4021 Grant Ave.
12/23	12/27/2023	4005100	1	Black Hills Energy	12282023	201-49-5344	127.32	127.32	3735 CLEVELAND AVE.
12/23	12/27/2023	4005100	1	Black Hills Energy	12282023	201-49-5344	414.75	414.75	Wellington Comm Bldg
12/23	12/27/2023	4005100	1	Black Hills Energy	12282023	201-49-5344	170.13	170.13	TOWN OF WELLINGTON
12/23	12/27/2023	4005100	1	Black Hills Energy	12282023	201-49-5344	346.77	346.77	4006 Hayes Ave
Total 4005100:								3,299.99	
4006001									
12/23	12/26/2023	4006001	13491	WEX BANK	93711611	210-34-5231	693.23	693.23	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
12/23	12/26/2023	4006001	13491	WEX BANK	93711611	201-34-5231	2,161.04	2,161.04	
12/23	12/26/2023	4006001	13491	WEX BANK	93711611	204-34-5231	413.46	413.46	
12/23	12/26/2023	4006001	13491	WEX BANK	93711611	205-34-5231	242.31	242.31	
12/23	12/26/2023	4006001	13491	WEX BANK	93711611	201-13-5933	402.74	402.74	
Total 4006001:								3,912.78	
4008000									
12/23	12/06/2023	4008000	14077	AMILIA TECHNOLOGIES USA IN	12062023	210-51-5168	662.96	662.96	October Services
12/23	12/06/2023	4008000	14077	AMILIA TECHNOLOGIES USA IN	12062023	210-51-5168	702.00	702.00	November Services
Total 4008000:								1,364.96	
12012023									
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5214	32.90	32.90	OFFICE SUPPLY
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	203-34-5422	29.13	29.13	BOLTS FOR SHOP
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5241	31.26	31.26	CLEANING SUPPLIES
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	205-34-5233	29.98	29.98	WINDSHIELD WIPER BLADES FOR 2022 PICKUP
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	203-34-5370	173.97	173.97	SAFETY APPAREL
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-13-5335	14.99	14.99	MONTHLY SUBSCRIPTION
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5792	13.99	13.99	DVD-SCRAPPER
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-51-5144	10.79	10.79	CARIBEANER FOR KEYS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-13-5335	11.00	11.00	MONTHLY SUBSCRIPTION
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	205-34-5380	50.00	50.00	WASTEWATER A LICENSE APPLICATION
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5433	37.64	37.64	BOOSTER STATION REPAIRS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-13-5496	91.90	91.90	PARADE OF LIGHTS SUPPLY
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5900	52.69	52.69	BOOKS/ADMINEVAL
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5214	39.81	39.81	OFFICE AND TECH SUPPLY
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-51-5144	357.00	357.00	TOOL SETS FOR STAFF TO USE
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5579	29.99	29.99	ADOBE SUBSCRIPTION PAYMENT
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	205-34-5455	94.88	94.88	DI WATER FOR LAB PROCEDURES
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5792	24.96	24.96	DVD
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5792	21.98	21.98	DVD-UNKNOWN
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-34-5372	143.88	143.88	STAFF BEANIES
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-17-5579	233.90	233.90	.COM DOMAIN RENEWAL
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-34-5372	239.99	239.99	WINTER SAFETY BOOTS - UNIFORM
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5380	86.68	86.68	CERTIFICATION MANUAL
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5214	29.74	29.74	3D PRINTER FILAMENT
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5900	17.99	17.99	BOOK/STORYTIME

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5214	49.99	49.99	SANTA COSTU-TOW
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-51-5133	1,424.00-	1,424.00-	REFUND FOR MISTAKEN CHARGE
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-34-5372	99.00	99.00	WORKWEAR/UNIFORM
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5433	331.40	331.40	HEAVY DUTY SHELF
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5214	74.42	74.42	3D PRINTER FILAMENT
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-49-5367	41.46	41.46	REPLACEMENT LIGHT BULBS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-49-5367	46.41	46.41	REPLACEMENT LIGHT BULBS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-51-5223	11.00	11.00	SUPPLIES FOR RECREATION ART CLASS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5214	40.13	40.13	3D PRINTER FILAMENT
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5792	15.09	15.09	DVD REPLCMNT
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5435	158.74	158.74	PAINT FOR HYDRANTS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5337	12.79	12.79	JEWELRY CLSS SUP
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5370	66.43	66.43	SAFETY VESTS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-55-5214	35.37	35.37	SHELF LBL HLDRS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-51-5130	800.00	800.00	START SMART PARTICIPANT KITS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-51-5140	264.92	264.92	CANOPY PIECES
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5422	124.24	124.24	TOOLS TO CLEAN AND PREP FIRE HYDRANTS FOR PAINT.
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-51-5132	912.00	912.00	START SMART PARTICIPANT KITS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-51-5131	640.00	640.00	NAYS PARTICIPANT KITS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-51-5133	1,424.00	1,424.00	START SMART SOCCER KITS - WAS NOT SUPPOSED TO BE CHARGED, REFUND
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5434	169.12	169.12	RE SEAL KIT FOR THE LEAKING PUMP AT THE BCBS.
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5380	100.00	100.00	EXAM TESTING FEE FOR COLLECTIONS 4.
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5422	38.96	38.96	UTILITY KNIFES FOR C&D
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	204-34-5380	50.00	50.00	CWP TESTING FEE FOR BRIAN STEPHENSON.
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	201-34-5233	15.00	15.00	VEHICLE CAR WASH FOR NEW NSO
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	210-51-5162	522.49	522.49	NEW MOBILE SCORE BOARD FOR SPORTS
12/23	12/01/2023	12012023	13269	FIRST NATIONAL BANK OMAHA	12012023	205-34-5380	85.00	85.00	CERTIFICATION RENEWAL FEE
Total 12012023:								6,605.00	
12152023									
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5214	79.99	79.99	REPLACEMENT PRINTER INK CARTRIDGES
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-18-5380	165.00	165.00	ICC REPORTING CLASS
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	211-80-5038	3,596.00	3,596.00	ADA IMPROVEMENTS AT LIBRARY.
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5792	29.99	29.99	DVD
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5792	11.49	11.49	DVD
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5214	19.98	19.98	GLUESTICKS
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	210-51-5183	53.97	53.97	NEW HELMETS FOR BATTING CAGES
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5214	178.00	178.00	ADA ADAPTIVE/COMPLIANT GAME CONTROLLERS

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5792	19.96	19.96	DVD-CREATOR
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5900	15.89	15.89	PATRON REQUEST BOOK
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-17-5579	222.00	222.00	WEATHER FLEET SOFTWARE
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5792	37.92	37.92	DVDS-DUMB\$5NIGHTSFRED
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5792	19.96	19.96	DVD-TEENMNTURTLES
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5792	12.98	12.98	DVD-DIVINE INFLU.
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5214	21.98	21.98	3D PRINTER FILAMENT
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-18-5375	316.93	316.93	PEDESTAL FOR VEHICLE LAPTOP
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-18-5380	481.65	481.65	MARCH INSTITUTE ICC CLASSES
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	210-34-5237	13.36	13.36	WIRE FOR IRRIGATION REPAIR
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	205-34-5380	100.00	100.00	WASTEWATER A TEST
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	210-34-5241	22.92	22.92	MOUSE TRAPS FOR SHOP AND 2-CYCLE OIL
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	210-34-5370	57.95	57.95	WORK PANT ALLOWANCE
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	51.75	51.75	HOLIDAY STAFF LUNCH
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	1,010.00	1,010.00	HOLIDAY STAFF LUNCH
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	205-34-5434	274.89	274.89	PARTS FOR UPGRADES AT THE VPLS
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	5.00	5.00	HOLIDAY STAFF APPRECIATION
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5900	20.66	20.66	PATRON REQUEST BOOK
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5214	30.14	30.14	STORYTIME SUP
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	57.98	57.98	ALL STAFF MEETING WELLNESS COMMITTEE
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	23.00	23.00	HOLIDAY STAFF APPRECIATION
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	210-51-5401	18.65	18.65	COFFEE FOR LAST ROUND OF INTERVIEW - ASSISTANT REC COORDINATOR
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	205-34-5433	19.98	19.98	HOTSY PRESSURE WASHER PUMP OIL.
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	210-51-5183	75.75	75.75	NEW BATTING CAGE HELMETS
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	204-34-5380	100.00	100.00	CERTIFICATION TEST FEE
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-14-5311	8.25	8.25	USPS SHIPPING FOR BLOWER OIL FOR ANALYSIS.
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5900	18.25	18.25	PATRON REQUEST BOOK
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-34-5233	222.00	222.00	WEATHER FLEET SOFTWARE
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-17-5579	39.99	39.99	PC ANTI-VIRUS 2 YEAR
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-13-5933	250.00	250.00	WSRC BANNER FOR FUNDRAISER
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5792	59.25	59.25	DVDS
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	31.25	31.25	HOLIDAY STAFF APPRECIATION
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	6.25	6.25	HOLIDAY STAFF APPRECIATION
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-49-5367	551.62	551.62	GUTTER INSTALLATION DOWN PAYMENT BUFFALO CREEK PUMP HOUSE
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	205-34-5380	50.00	50.00	TEST APPLICATION FEE
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5792	49.91	49.91	DVDS-INDIANA/STARTREK
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	210-34-5422	200.00	200.00	HEDGE TRIMMER
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5214	39.99	39.99	REPLACEMENT PRINTER INK CARTRIDGES
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	210-34-5422	56.79	56.79	TRASH GRABBERS FOR PARKS STAFF

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	49.92	49.92	HOLIDAY STAFF APPRECIATION
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	15.78	15.78	EMPLOYEE HOLIDAY RECOGNITION
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-55-5792	56.89	56.89	DVDS
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	203-34-5453	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	204-34-5233	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	205-34-5233	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	210-34-5233	137.38	137.38	SPLIT - GPS FLEET MONITORING (25%)
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	83.75	83.75	HOLIDAY STAFF APPRECIATION
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	59.96	59.96	HOLIDAY STAFF APPRECIATION
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-16-5582	476.89	476.89	HOLIDAY EMPLOYEE APPRECIATION
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	204-34-5380	50.00	50.00	WATER TREATMENT TEST C REGISTRATION
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-17-5579	2.99	2.99	PHOTO STORAGE
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	210-34-5422	117.65	117.65	HEDGE TRIMMER
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-34-5941	37.81	37.81	TRASH BAGS & CUPS
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	205-34-5455	212.00	212.00	NITRILE SAFETY GLOVES.
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-34-5941	19.68	19.68	TRASH BAGS
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-17-5579	59.99	59.99	ADOBE CREATIVE CLOUD
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	204-34-5422	23.98	23.98	FILES FOR SERVICE TRUCK.
12/23	12/15/2023	12152023	13269	FIRST NATIONAL BANK OMAHA	12152023	201-49-5367	55.68	55.68	WILSON WELLS FENCING SECURITY SUPPLIES
Total 12152023:								10,621.79	
12292023									
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	124.95	124.95	PW APPAREL
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-13-5335	14.99	14.99	RH SUBSCRIPTION
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	64.99	64.99	PW SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	6.24	6.24	DRY ERASER
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-13-5335	11.00	11.00	BIZWEST SUBSCRIPTION
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	19.99	19.99	PW OFFICE SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	10.86	10.86	PW OFFICE SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5792	19.95	19.95	DVD-BANKOFDAVE
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	18.91	18.91	PW OFFICE SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-34-5942	677.34	677.34	SPLASHPAD TESTING COLORIMETER
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-51-5372	41.70	41.70	UNIFORM - WINTER BOOTS
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	32.21	32.21	CLEANING SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-51-5148	20.00	20.00	COACH TRAINING
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-51-5372	208.00	208.00	PANTS FOR STAFF WORKWEAR AND PPE
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	205-34-5434	28.97	28.97	PAINTING ACCESSORIES FOR THE VPLS.
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5380	51.00	51.00	RANDOM TESTING FOR HEAVY EQUIPMENT OPERATORS

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5214	9.00	9.00	VOLUNTEER
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-51-5372	785.67	785.67	SHIRTS FOR STAFF UNIFORMS
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5372	194.00	194.00	UNIFORM - WORK PANTS
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-49-5367	808.52	808.52	GUTTER INSTALLATION ON EASTSIDE OF 3815 HARRISON
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-51-5372	738.42	738.42	HOODIES AND EMBROIDERY FOR STAFF UNIFORMS
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	344.76	344.76	PW OFFICE SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	89.90	89.90	DESK CALENDARS FOR PW STAFF
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-34-5231	43.92	43.92	W-D, 40 AND 2-CYCLE OIL
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-34-5372	69.99	69.99	WORK PANTS - UNIFORM
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5579	29.99	29.99	ADOBE SUBSCRIPTION PAYMENT
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	199.92	199.92	PW OFFICE SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	205-34-5434	57.70	57.70	PARTS FOR INSIDE WORK AT THE VPLS.
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5214	17.98	17.98	CIRCSUPPLY
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5792	9.99	9.99	DVD
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	15.99	15.99	CALENDAR FOR 2024
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-49-5367	551.60	551.60	DOWN PAYMENT FOR GUTTER INSTALL ON 3815 HARRISON
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	204-34-5433	141.49	141.49	AIR RELEASE FOR WATER PLANT CFE LINE.
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5214	9.00	9.00	VOLUNTEER SUPPLY
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	542.24	542.24	PW OFFICE SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-51-5181	32.97	32.97	LIGHTS FOR PROGRAMS
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	19.99	19.99	PUBLIC WORKS OFFICE SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	211-80-5038	1,506.17	1,506.17	ADA IMPROVEMENT AT LEEPER CENTER
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5792	12.96	12.96	DVD-WHAT HAPPNS
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-51-5181	16.16	16.16	LIGHTS FOR PROGRAMS
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	205-34-5434	4.29	4.29	WIRE NUTS FOR THE VPLS UPGRADES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-34-5372	119.99	119.99	WORK BOOTS - SAFETY TOED
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5792	12.96	12.96	DVD-UNDERBOARDWLK
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-34-5372	69.99	69.99	WORK UNIFORM
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	260.27	260.27	PW OFFICE SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	315.30	315.30	PW OFFICE SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	230.20	230.20	PW OFFICE SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5214	48.86	48.86	GIFTS-WLF VOLUNTEERS
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5214	114.00	114.00	CIRCULATION SANITIZING WIPES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	413.30	413.30	PW SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-34-5422	391.76	391.76	AIR PUMPS FOR VEHICLES AND EVENT USE
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-34-5372	99.98	99.98	WORK UNIFORM PANTS
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	94.98	94.98	PW SUPPLIES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	19.99	19.99	PW APPAREL
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-34-5241	1.58	1.58	OUTLET PLATES FOR PARK SHOP

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-51-5183	59.97	59.97	HELMET REPLACEMENT FOR BATTING CAGES
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5947	91.98	91.98	COPY PAPER
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-55-5900	16.99	16.99	PATRON REQUEST BOOK
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	34.92	34.92	PW APPAREL
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-34-5380	110.00	110.00	DOT PHYSICAL FOR RON BOYD
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	199.90	199.90	PW APPAREL
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	201-34-5941	65.65	65.65	PW APPAREL
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-51-5183	276.95	276.95	BATTING CAGE HELMET REPLACEMENT
12/23	12/29/2023	12292023	13269	FIRST NATIONAL BANK OMAHA	12292023	210-51-5148	140.00	140.00	BACKGROUND CHECKS FOR YOUTH VOLLEYBALL
Total 12292023:								10,793.24	
120120231									
12/23	12/01/2023	120120231	13269	FIRST NATIONAL BANK OMAHA	120120231	201-34-5233	43.98	43.98	PART FOR YELLOW TRUCK
12/23	12/01/2023	120120231	13269	FIRST NATIONAL BANK OMAHA	120120231	201-34-5233	815.00	815.00	PART FOR LOADER
12/23	12/01/2023	120120231	13269	FIRST NATIONAL BANK OMAHA	120120231	204-34-5969	260.00	260.00	LAB EQUIPMENT
12/23	12/01/2023	120120231	13269	FIRST NATIONAL BANK OMAHA	120120231	201-34-5233	193.90	193.90	FUEL TANK STRAP FOR YELLOW INTERNATIONAL
12/23	12/01/2023	120120231	13269	FIRST NATIONAL BANK OMAHA	120120231	201-34-5233	824.26	824.26	FUEL TANK STRAPS
12/23	12/01/2023	120120231	13269	FIRST NATIONAL BANK OMAHA	120120231	201-34-5233	929.31	929.31	FUEL TANK STRAPS
12/23	12/01/2023	120120231	13269	FIRST NATIONAL BANK OMAHA	120120231	201-14-5311	4.85	4.85	POSTAGE
12/23	12/01/2023	120120231	13269	FIRST NATIONAL BANK OMAHA	120120231	204-34-5334	100.00	100.00	SAMPLING
Total 120120231:								3,171.30	
Grand Totals:								2,034,738.40	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
201-00-2000	1,953.54	240,268.08-	238,314.54-
201-00-2207	39,025.46	.00	39,025.46
201-00-2210	10,318.12	.00	10,318.12
201-00-2516	6,239.00	.00	6,239.00
201-00-2520	548.97	.00	548.97
201-02-3425	30,246.59	.00	30,246.59
201-02-3430	.00	343.94-	343.94-

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
201-02-3435	.00	1,512.33-	1,512.33-
201-11-5192	827.75	.00	827.75
201-11-5352	7,038.00	.00	7,038.00
201-11-5952	109.70	.00	109.70
201-12-5109	750.00	.00	750.00
201-12-5359	4,418.00	.00	4,418.00
201-13-5214	26.00	.00	26.00
201-13-5335	77.97	.00	77.97
201-13-5336	72.00	.00	72.00
201-13-5352	7,895.99	.00	7,895.99
201-13-5363	9.98	.00	9.98
201-13-5496	301.39	.00	301.39
201-13-5933	652.74	.00	652.74
201-14-5214	486.86	.00	486.86
201-14-5311	245.62	.00	245.62
201-14-5356	20,232.28	.00	20,232.28
201-14-5363	1,489.70	.00	1,489.70
201-14-5510	400.00	.00	400.00
201-15-5331	32.64	.00	32.64
201-15-5356	52.00	.00	52.00
201-15-5530	4,273.50	.00	4,273.50
201-16-5103	4,162.75	.00	4,162.75
201-16-5214	744.85	.00	744.85
201-16-5356	2,104.75	.00	2,104.75
201-16-5582	1,871.53	.00	1,871.53
201-16-5583	44.00	.00	44.00
201-16-5949	399.00	.00	399.00
201-17-5214	744.85	.00	744.85
201-17-5345	4,010.50	.00	4,010.50
201-17-5384	1,385.27	.00	1,385.27
201-17-5579	43,534.37	.00	43,534.37
201-17-5947	1,032.41	.00	1,032.41
201-18-5214	159.89	.00	159.89
201-18-5350	17,379.35	.00	17,379.35
201-18-5355	300.00	.00	300.00
201-18-5375	316.93	.00	316.93
201-18-5380	1,323.93	74.28-	1,249.65
201-24-5345	142.38	.00	142.38
201-34-5231	2,161.04	.00	2,161.04
201-34-5233	4,412.59	.00	4,412.59

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
201-34-5372	225.59	.00	225.59
201-34-5380	1,036.60	.00	1,036.60
201-34-5398	718.02	.00	718.02
201-34-5941	3,867.77	22.99-	3,844.78
201-34-5947	1,025.43	.00	1,025.43
201-49-5341	12.00	.00	12.00
201-49-5344	1,942.68	.00	1,942.68
201-49-5367	3,110.16	.00	3,110.16
201-49-5369	3,757.50	.00	3,757.50
201-55-5214	1,547.54	.00	1,547.54
201-55-5337	115.84	.00	115.84
201-55-5579	89.97	.00	89.97
201-55-5792	605.05	.00	605.05
201-55-5900	213.28	.00	213.28
203-00-2000	.00	22,267.75-	22,267.75-
203-15-5214	249.30	.00	249.30
203-34-5240	5,016.82	.00	5,016.82
203-34-5341	15,565.77	.00	15,565.77
203-34-5370	173.97	.00	173.97
203-34-5422	172.77	.00	172.77
203-34-5427	804.45	.00	804.45
203-34-5453	137.39	.00	137.39
203-34-5941	147.28	.00	147.28
204-00-2000	.00	1,542,778.50-	1,542,778.50-
204-34-5227	1,182.50	.00	1,182.50
204-34-5229	580.00	.00	580.00
204-34-5231	413.46	.00	413.46
204-34-5233	206.43	.00	206.43
204-34-5241	54.23	.00	54.23
204-34-5334	2,036.50	.00	2,036.50
204-34-5341	5,072.70	.00	5,072.70
204-34-5345	163.01	.00	163.01
204-34-5356	13,817.50	.00	13,817.50
204-34-5370	66.43	.00	66.43
204-34-5380	386.68	.00	386.68
204-34-5384	104.28	.00	104.28
204-34-5422	187.18	.00	187.18
204-34-5433	1,597.44	.00	1,597.44
204-34-5434	1,936.85	.00	1,936.85
204-34-5435	158.74	.00	158.74

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
204-34-5455	6,564.00	.00	6,564.00
204-34-5593	1,507,348.39	.00	1,507,348.39
204-34-5941	642.18	.00	642.18
204-34-5969	260.00	.00	260.00
205-00-2000	.00	41,567.48-	41,567.48-
205-34-5231	242.31	.00	242.31
205-34-5233	1,187.34	.00	1,187.34
205-34-5341	15,458.96	.00	15,458.96
205-34-5344	1,246.38	.00	1,246.38
205-34-5356	8,047.50	.00	8,047.50
205-34-5370	90.04	.00	90.04
205-34-5380	285.00	.00	285.00
205-34-5384	134.28	.00	134.28
205-34-5432	1,411.50	.00	1,411.50
205-34-5433	1,283.45	.00	1,283.45
205-34-5434	2,911.69	.00	2,911.69
205-34-5440	2,052.00	.00	2,052.00
205-34-5455	1,574.96	.00	1,574.96
205-34-5512	2,349.86	.00	2,349.86
205-34-5554	2,863.00	.00	2,863.00
205-34-5941	429.21	.00	429.21
207-00-2000	.00	43.25-	43.25-
207-34-5341	43.25	.00	43.25
210-00-2000	1,471.12	78,728.38-	77,257.26-
210-34-5221	2,500.00	.00	2,500.00
210-34-5231	737.15	.00	737.15
210-34-5233	4,433.88	.00	4,433.88
210-34-5234	1,140.00	.00	1,140.00
210-34-5237	13.36	.00	13.36
210-34-5241	24.50	.00	24.50
210-34-5252	9,725.00	.00	9,725.00
210-34-5341	122.12	.00	122.12
210-34-5344	110.93	.00	110.93
210-34-5356	170.00	.00	170.00
210-34-5365	1,546.58	.00	1,546.58
210-34-5370	57.95	.00	57.95
210-34-5372	842.82	.00	842.82
210-34-5380	110.00	47.12-	62.88
210-34-5422	1,266.18	.00	1,266.18
210-34-5941	70.07	.00	70.07

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
210-34-5942	13,216.49	.00	13,216.49
210-51-5130	800.00	.00	800.00
210-51-5131	640.00	.00	640.00
210-51-5132	912.00	.00	912.00
210-51-5133	1,424.00	1,424.00-	.00
210-51-5140	264.92	.00	264.92
210-51-5144	3,412.44	.00	3,412.44
210-51-5148	160.00	.00	160.00
210-51-5162	522.49	.00	522.49
210-51-5165	625.00	.00	625.00
210-51-5166	1,065.60	.00	1,065.60
210-51-5168	2,867.44	.00	2,867.44
210-51-5181	87.58	.00	87.58
210-51-5183	2,956.64	.00	2,956.64
210-51-5185	553.81	.00	553.81
210-51-5223	11.00	.00	11.00
210-51-5372	1,773.79	.00	1,773.79
210-51-5392	2,091.00	.00	2,091.00
210-51-5401	18.65	.00	18.65
210-90-5630	21,401.27	.00	21,401.27
210-90-5632	1,053.72	.00	1,053.72
211-00-2000	.00	112,509.62-	112,509.62-
211-80-4006	1,800.00	.00	1,800.00
211-80-4010	38,963.96	.00	38,963.96
211-80-4061	33,026.13	.00	33,026.13
211-80-5025	11,653.96	.00	11,653.96
211-80-5027	778.50	.00	778.50
211-80-5030	2,410.60	.00	2,410.60
211-80-5038	5,102.17	.00	5,102.17
211-80-5039	18,774.30	.00	18,774.30
Grand Totals:	<u>2,041,587.72</u>	<u>2,041,587.72-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Voided = No



Board of Trustees Meeting

Date: February 27, 2024
Subject: Preliminary December Treasurer's Report

BACKGROUND/DISCUSSION

This Preliminary 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 year ending December 31, 2023. The attached report shows revenues and expenditures for all Town funds for both the month of December 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.

It is important to note that since the year-end review and closing process is still underway this is a preliminary report. For example, while most revenue and expenditure accruals have been identified and posted, there may be more before the year is closed. In addition, other year-end journal entries, such as for the capitalization and depreciation of fixed assets, have not yet been posted.

Revenues

Tax revenues in the General Fund came in \$409,000 more than the original budget estimate for 2023. Most of this increase, however, was known and factored into 2023 projections during the past budget process. Nevertheless, tax revenues were still \$28,000 higher than those recent projections. Other significant General Fund revenues, such as building inspection and land use fees and investment earnings were higher than recent projections resulting in an overall additional \$152,000 to the General Fund bottom line for 2023 for this preliminary report.

Water Sales revenues ended up at \$4.72 million, about \$70,000 short of the revenue estimate used during the budget process, and just over a million dollars short of the original budget estimate due to the unusually wet year in 2023. Similarly, Sewer user fees were \$320,000 under the original budget, but only \$4,000 short of the projection used during the recent budget process.



Revenues for all funds through December totaled \$47.8 million, or 84% of the original budget estimate. General Fund revenues to date are exceeding estimates with 114% of the original estimate collected through December. 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 and sales taxes and investment earnings.

Preliminary Revenues

Through December 31, 2023

Fund	YTD	Budget	Remaining	
General	\$6,241,466	\$5,487,010	(\$754,456)	114%
Streets	2,178,478	2,001,981	(176,497)	109%
Water	13,949,769	19,559,961	5,610,192	71%
Sewer	22,766,149	27,701,922	4,935,773	82%
Storm	949,117	807,422	(141,695)	118%
Parks	1,744,465	1,432,413	(312,052)	122%
	\$47,829,444	\$56,990,709	\$9,161,265	84%

Expenditures

General Fund operating expenditures in 2023 came in \$332,000 under the original budget though most of this budget savings had been anticipated during the budget process. Still, an additional \$79,000 in savings was realized in this preliminary report.

Because this preliminary report is in between the cash basis used for budget purposes and the accrual basis used for the Town's audit and financial reporting, expenditures in the Water and Sewer Funds for principal payments on debt service have been removed. Adjusting for this accounting treatment of debt service at year end, the Water and Sewer Fund expenditure budgets were 89% and 94% spent, respectively, rather than the 72% and 82% shown in the table below. Note also that though the Park Fund appears to be overspent at 107% of budget in 2023, this is because during the 2023 budget process debt service in the amount of \$269,460 was inadvertently left out of the Parks budget. This will be rectified by bringing a



budget adjustment request to the Board of Trustees. With that change the Parks Fund will be at 90% spent for the year and \$166,000 under budget.

Overall, operating expenditures for all funds totaled \$15.7 million through December and had expended 84% of the original budget for the year – well under budget. Note again that given the preliminary nature of this report these numbers may change but we do expect that final numbers will show the Town under budget for 2023. Capital projects expenditures have totaled \$28 million through November, which is 56% of the capital improvement budget.

**Preliminary
Expenditures**

Through December 31, 2023

Fund	YTD	Budget	Remaining	
General	\$5,093,421	\$5,425,991	\$332,570	94%
Streets	949,028	1,164,234	215,206	82%
Water	4,554,888	6,317,840	1,762,952	72%
Sewer	3,022,825	3,691,126	668,301	82%
Storm	599,248	655,976	56,728	91%
Parks	1,517,370	1,413,836	(103,534)	107%
Operating	\$15,736,780	\$18,669,003	\$2,932,223	84%
Capital Projects	\$28,058,904	\$49,686,084	\$21,627,180	56%

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. Preliminary December 2023 Treasurer's Report

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 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	225,549.91	2,630,741.33	2,467,524.00	(163,217.33)	106.6
201-01-3135	SEVERANCE TAX	.00	106,343.58	75,000.00	(31,343.58)	141.8
201-01-3140	USE TAX - BUILDING MATERIALS	52,723.79	366,137.45	347,160.00	(18,977.45)	105.5
201-01-3320	CIGARETTE TAX	1,206.20	10,613.12	7,000.00	(3,613.12)	151.6
	TOTAL TAX REVENUE	279,479.90	4,987,386.10	4,578,190.00	(409,196.10)	108.9
	<u>BUILDING PERMITS</u>					
201-02-3155	TOWN PLAN REVIEW FEES	1,725.00	25,584.33	21,000.00	(4,584.33)	121.8
201-02-3430	COUNTY TAX VENDORS FEE	781.09	4,576.26	6,500.00	1,923.74	70.4
201-02-3435	FIRE DEPT. VENDOR FEE	.00	4,689.20	2,500.00	(2,189.20)	187.6
201-02-3450	BLDG. ADMIN. FEE	4,770.82	35,459.99	53,000.00	17,540.01	66.9
201-02-3462	BLDG. INSPECTION FEES	49,678.67	402,765.58	480,600.00	77,834.42	83.8
	TOTAL BUILDING PERMITS	56,955.58	473,075.36	563,600.00	90,524.64	83.9
	<u>FRANCHISE FEES</u>					
201-03-3160	FRANCHISE FEE-ELECTRICITY	12,181.23	188,943.16	170,000.00	(18,943.16)	111.1
201-03-3170	FRANCHISE FEE-NATURAL GAS	.00	18,333.37	17,000.00	(1,333.37)	107.8
201-03-3180	FRANCHISE FEE-TELEPHONE	(24,936.59)	(24,859.04)	50.00	24,909.04	(49718
201-03-3190	FRANCHISE FEE-CABLE TELEVISION	.00	24,946.21	22,470.00	(2,476.21)	111.0
	TOTAL FRANCHISE FEES	(12,755.36)	207,363.70	209,520.00	2,156.30	99.0
	<u>LICENSES & PERMITS</u>					
201-04-3210	LIQUOR LICENSE	100.00	2,550.00	.00	(2,550.00)	.0
201-04-3220	BUSINESS LICENSE	50.00	20,537.50	18,700.00	(1,837.50)	109.8
	TOTAL LICENSES & PERMITS	150.00	23,087.50	18,700.00	(4,387.50)	123.5
	<u>FEES FOR SERVICE</u>					
201-05-3420	LAND USE FEES	.00	79,576.22	33,000.00	(46,576.22)	241.1
201-05-3460	GENERAL CHARGES FOR SERVICES	750.00	4,435.88	.00	(4,435.88)	.0
201-05-3510	COMMUNITY CENTER USER FEES	(390.00)	4,782.50	2,000.00	(2,782.50)	239.1
201-05-3520	WEED / REFUSE REMOVAL	.00	1,890.00	.00	(1,890.00)	.0
	TOTAL FEES FOR SERVICE	360.00	90,684.60	35,000.00	(55,684.60)	259.1

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FINES & PENALTIES</u>					
201-06-3550	COURT FINES & COSTS	1,744.00	29,153.43	10,000.00	(19,153.43)	291.5
201-06-3555	LCSS ADMINISTRATIVE FEES	140.00	2,004.00	1,500.00	(504.00)	133.6
	TOTAL FINES & PENALTIES	1,884.00	31,157.43	11,500.00	(19,657.43)	270.9
	<u>CEMETERY REVENUES</u>					
201-07-3470	CEMETERY-GRAVE OPENINGS	400.00	3,700.00	.00	(3,700.00)	.0
201-07-3480	CEMETERY-PERPETUAL CARE	150.00	750.00	.00	(750.00)	.0
201-07-3490	CEMETERY-SALE OF LOTS	450.00	5,700.00	9,500.00	3,800.00	60.0
	TOTAL CEMETERY REVENUES	1,000.00	10,150.00	9,500.00	(650.00)	106.8
	<u>MISCELLANEOUS REVENUE</u>					
201-08-3350	GRANTS	.00	2,419.80	.00	(2,419.80)	.0
201-08-3355	INVESTMENT EARNINGS - LIBRARY	2,150.63	23,136.26	7,500.00	(15,636.26)	308.5
201-08-3373	LIBRARY CONTRIB./FINES/MISC.	.00	5,859.65	1,500.00	(4,359.65)	390.6
201-08-3440	SALE OF MAPS & PUBLICATIONS	.00	230.00	.00	(230.00)	.0
201-08-3610	INVESTMENT EARNINGS-GENERAL	34,628.06	372,415.37	22,000.00	(350,415.37)	1692.8
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	982.91	993.11	30,000.00	29,006.89	3.3
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	37,761.60	418,561.19	61,000.00	(357,561.19)	686.2
	TOTAL FUND REVENUE	364,835.72	6,241,465.88	5,487,010.00	(754,455.88)	113.8

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
201-11-5102 BENEFITS	223.55	7,278.25	859.00	(6,419.25)	847.3
201-11-5107 ELECTED OFFICIAL COMPENSATION	900.00	10,800.00	10,800.00	.00	100.0
201-11-5192 CAC PROGRAM EXPENDITURES	7,063.52	34,808.26	40,430.00	5,621.74	86.1
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	3,498.88	33,258.12	35,000.00	1,741.88	95.0
201-11-5363 R&M COMPUTER/OFFICE EQUIPMENT	.00	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	109.70	2,769.75	12,000.00	9,230.25	23.1
TOTAL LEGISLATIVE	11,795.65	157,580.66	186,254.00	28,673.34	84.6
<u>JUDICIAL</u>					
201-12-5100 WAGES & SALARIES	1,224.00	8,980.46	11,161.00	2,180.54	80.5
201-12-5102 BENEFITS	443.01	3,693.23	2,987.00	(706.23)	123.6
201-12-5109 MAGISTRATE	750.00	4,500.00	9,000.00	4,500.00	50.0
201-12-5214 OFFICE SUPPLIES	.00	67.69	1,000.00	932.31	6.8
201-12-5359 PROSECUTING ATTORNEY	2,172.00	17,353.00	8,250.00	(9,103.00)	210.3
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	4,589.01	35,797.66	36,398.00	600.34	98.4
<u>ADMINISTRATION</u>					
201-13-5100 WAGES & SALARIES	37,898.20	310,480.47	313,810.00	3,329.53	98.9
201-13-5102 BENEFITS	10,440.58	81,953.43	73,655.00	(8,298.43)	111.3
201-13-5214 OFFICE SUPPLIES	(14.75)	2,144.53	1,500.00	(644.53)	143.0
201-13-5335 DUES & SUBSCRIPTION	25.99	4,673.35	8,500.00	3,826.65	55.0
201-13-5336 PUBLIC RELATIONS	.00	72.00	2,500.00	2,428.00	2.9
201-13-5352 LEGAL SERVICES	2,740.70	38,167.20	51,075.00	12,907.80	74.7
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	.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	128.00	3,620.26	11,646.00	8,025.74	31.1
201-13-5903 GRANTS	261.99	261.99	.00	(261.99)	.0
201-13-5933 SENIOR'S VAN	659.42	10,128.01	8,000.00	(2,128.01)	126.6
TOTAL ADMINISTRATION	52,140.13	481,535.59	508,481.00	26,945.41	94.7

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FINANCE</u>					
201-14-5100	WAGES & SALARIES	7,162.95	57,258.54	59,291.00	2,032.46	96.6
201-14-5102	BENEFITS	2,824.05	15,966.71	37,605.00	21,638.29	42.5
201-14-5214	OFFICE SUPPLIES	486.86	1,226.45	1,500.00	273.55	81.8
201-14-5311	POSTAGE	221.03	2,600.73	1,000.00	(1,600.73)	260.1
201-14-5321	PRINTING SERVICES	4,784.58	48,015.29	.00	(48,015.29)	.0
201-14-5335	DUES AND SUBSCRIPTIONS	.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	20,232.28	152,102.91	120,000.00	(32,102.91)	126.8
201-14-5363	R&M COMPUTER/OFFICE EQUIP	1,489.70	1,489.97	6,000.00	4,510.03	24.8
201-14-5380	PROFESSIONAL DEVELOPMENT	.00	.00	3,000.00	3,000.00	.0
201-14-5381	MILEAGE REIMBURSEMENT	.00	.00	200.00	200.00	.0
201-14-5510	INSURANCE & BONDS	.00	174,873.03	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	37,201.45	459,659.62	504,996.00	45,336.38	91.0
	<u>TOWN CLERK</u>					
201-15-5100	WAGES & SALARIES	14,488.07	103,601.33	113,755.00	10,153.67	91.1
201-15-5102	BENEFITS	3,835.11	28,291.17	36,011.00	7,719.83	78.6
201-15-5214	OFFICE SUPPLIES	.00	656.44	1,500.00	843.56	43.8
201-15-5331	PUBLISHING & LEGAL NOTICES	249.61	1,052.78	3,500.00	2,447.22	30.1
201-15-5335	DUES & SUBSCRIPTIONS	.00	118.18	826.00	707.82	14.3
201-15-5356	PROFESSIONAL SERVICES	27.00	2,872.00	4,000.00	1,128.00	71.8
201-15-5363	R&M COMPUTER/OFFICE EQUIP.	.00	.00	5,000.00	5,000.00	.0
201-15-5380	PROFESSIONAL DEVELOPMENT	.00	1,210.96	5,000.00	3,789.04	24.2
201-15-5381	MILEAGE REIMBURSEMENT	.00	.00	150.00	150.00	.0
201-15-5530	CODE REVIEW & UPDATE	2,761.50	4,273.50	5,000.00	726.50	85.5
	TOTAL TOWN CLERK	21,361.29	142,076.36	174,742.00	32,665.64	81.3

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
201-16-5100 WAGES & SALARIES	5,123.95	44,373.16	40,404.00	(3,969.16)	109.8
201-16-5102 BENEFITS	1,750.71	14,289.85	13,420.00	(869.85)	106.5
201-16-5103 TEMPORARY EMPLOYMENT SERVICES	.00	10,142.75	10,000.00	(142.75)	101.4
201-16-5214 OFFICE SUPPLIES	744.85	995.28	1,500.00	504.72	66.4
201-16-5226 EXECUTIVE SEARCH	.00	.00	14,775.00	14,775.00	.0
201-16-5335 DUES & SUBSCRIPTIONS	.00	7,700.00	8,000.00	300.00	96.3
201-16-5356 PROFESSIONAL FEES	.00	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	384.22	5,637.70	15,000.00	9,362.30	37.6
201-16-5583 BACKGROUND CHECK	.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)	1,476.24	3,500.00	2,023.76	42.2
TOTAL HUMAN RESOURCES	7,918.73	93,827.31	129,099.00	35,271.69	72.7
<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	744.85	781.35	1,500.00	718.65	52.1
201-17-5345 TELEPHONE SERVICES	5,021.03	58,879.24	66,650.00	7,770.76	88.3
201-17-5356 PROFESSIONAL SERVICES	5,750.00	15,755.00	.00	(15,755.00)	.0
201-17-5380 PROFESSIONAL DEVELOPMENT	.00	.00	1,500.00	1,500.00	.0
201-17-5381 MILEAGE REIMBURSEMENT	.00	23.50	.00	(23.50)	.0
201-17-5384 INTERNET SERVICES	1,385.27	31,982.69	45,500.00	13,517.31	70.3
201-17-5579 SOFTWARE LICENSE/SUPPORT	43,155.50	143,599.91	158,180.00	14,580.09	90.8
201-17-5585 WEBSITE MAINTENANCE	.00	12,029.70	12,000.00	(29.70)	100.3
201-17-5947 COPIER EXPENSE	.00	14,610.37	6,000.00	(8,610.37)	243.5
TOTAL INFORMATION TECHNOLOGY	56,056.65	304,642.11	332,298.00	27,655.89	91.7
<u>PLANNING AND ZONING</u>					
201-18-5100 WAGES & SALARIES	46,705.70	374,251.14	380,906.00	6,654.86	98.3
201-18-5102 BENEFITS	13,046.98	100,330.44	101,007.00	676.56	99.3
201-18-5214 OFFICE SUPPLIES	159.89	1,115.28	1,000.00	(115.28)	111.5
201-18-5331 RECORDING & LEGAL PUBLISHING	.00	1,092.47	2,500.00	1,407.53	43.7
201-18-5335 DUES & SUBSCRIPTIONS	.00	1,584.54	1,996.00	411.46	79.4
201-18-5350 BUILDING INSP. FEE REMITTANCE	28,905.26	235,675.18	272,900.00	37,224.82	86.4
201-18-5355 REIMBURSABLE SERVICES	1,025.00	6,997.00	40,000.00	33,003.00	17.5
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	2,215.00	10,120.00	8,000.00	(2,120.00)	126.5
201-18-5375 PROTECTIVE INSP. EQUIPMENT	.00	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	92,057.83	741,334.88	832,575.00	91,240.12	89.0

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LAW ENFORCEMENT</u>					
201-21-5364	LCSSO - PERSONNEL	446,284.41	1,785,137.64	1,785,138.00	.36	100.0
201-21-5378	LCSSO - OFFICE RENTAL/MAINT.	500.00	15,403.30	.00	(15,403.30)	.0
	<u>TOTAL LAW ENFORCEMENT</u>	<u>446,784.41</u>	<u>1,800,540.94</u>	<u>1,785,138.00</u>	<u>(15,402.94)</u>	<u>100.9</u>
	<u>PROTECTIVE INSPECTIONS</u>					
201-24-5345	TELEPHONE SERVICES	(1,772.19)	.00	.00	.00	.0
	<u>TOTAL PROTECTIVE INSPECTIONS</u>	<u>(1,772.19)</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>PUBLIC WORKS</u>					
201-34-5100	WAGES & SALARIES	19,040.84	163,244.92	161,292.00	(1,952.92)	101.2
201-34-5101	SEASONALS	.00	.00	10,000.00	10,000.00	.0
201-34-5102	BENEFITS	6,257.27	81,160.31	25,402.00	(55,758.31)	319.5
201-34-5231	FUEL, OIL & GREASE	5,381.32	30,191.37	8,000.00	(22,191.37)	377.4
201-34-5233	R&M- MACHINERY & EQUIP. PARTS	1,357.53	42,159.80	35,000.00	(7,159.80)	120.5
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	1,500.00	5,012.52	6,500.00	1,487.48	77.1
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	235.73	16,490.51	15,000.00	(1,490.51)	109.9
201-34-5380	PROFESSIONAL DEVELOPMENT	51.00	9,163.28	12,300.00	3,136.72	74.5
201-34-5398	WASTE COLLECTION SERVICE	573.74	3,891.60	8,500.00	4,608.40	45.8
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	4,859.06	10,773.63	16,500.00	5,726.37	65.3
201-34-5947	COPIER EXPENSE	91.98	2,947.92	8,000.00	5,052.08	36.9
	<u>TOTAL PUBLIC WORKS</u>	<u>39,348.47</u>	<u>368,009.82</u>	<u>371,514.00</u>	<u>3,504.18</u>	<u>99.1</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 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>GEN. USE BLDGS. & COM. CENTERS</u>					
201-49-5341	ELECTRICITY	(2.10)	1,218.89	18,123.00	16,904.11	6.7
201-49-5342	WATER	760.29	4,713.13	4,000.00	(713.13)	117.8
201-49-5343	SEWER	471.87	2,583.74	2,000.00	(583.74)	129.2
201-49-5344	NATURAL GAS - HEAT	4,711.14	25,730.40	15,600.00	(10,130.40)	164.9
201-49-5346	STORM DRAINAGE	692.22	3,339.42	3,000.00	(339.42)	111.3
201-49-5367	R&M SERV./SUPPLIES - BUILDINGS	2,243.14	14,584.67	30,900.00	16,315.33	47.2
201-49-5368	CLEANING SUPPLIES	.00	.00	2,200.00	2,200.00	.0
201-49-5369	JANITORIAL SERVICE	4,770.00	52,776.75	40,000.00	(12,776.75)	131.9
	<u>TOTAL GEN. USE BLDGS. & COM. CENTERS</u>	<u>13,646.56</u>	<u>104,947.00</u>	<u>115,823.00</u>	<u>10,876.00</u>	<u>90.6</u>
	<u>COMMUNITY ACTIVITIES</u>					
201-50-5933	SENIOR'S VAN DO NOT USE	.00	(13.40)	.00	13.40	.0
	<u>TOTAL COMMUNITY ACTIVITIES</u>	<u>.00</u>	<u>(13.40)</u>	<u>.00</u>	<u>13.40</u>	<u>.0</u>
	<u>ECONOMIC DEVELOPMENT</u>					
201-51-5102	BENEFITS	(89.83)	.00	.00	.00	.0
201-51-5214	OFFICE SUPPLIES	(218.68)	.00	.00	.00	.0
	<u>TOTAL ECONOMIC DEVELOPMENT</u>	<u>(308.51)</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
201-55-5100 WAGES & SALARIES	33,195.85	283,721.69	276,471.00	(7,250.69)	102.6
201-55-5101 SEASONAL	.00	7,566.56	5,000.00	(2,566.56)	151.3
201-55-5102 BENEFITS	7,827.72	64,284.23	68,927.00	4,642.77	93.3
201-55-5214 OFFICE SUPPLIES	454.22	14,176.98	9,000.00	(5,176.98)	157.5
201-55-5311 POSTAGE	.00	8.00	200.00	192.00	4.0
201-55-5321 PRINTING SERVICES	.00	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	.00	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	.00	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	.00	447.81	375.00	(72.81)	119.4
201-55-5579 SOFTWARE LICENSE/SUPPORT	29.99	6,809.32	8,500.00	1,690.68	80.1
201-55-5792 MULTI MEDIA	55.86	2,541.61	3,500.00	958.39	72.6
201-55-5793 E-BOOKS - SUBSCRIPTION/MISC.	.00	4,550.00	5,500.00	950.00	82.7
201-55-5900 LIBRARY BOOKS	16.99	19,308.81	18,000.00	(1,308.81)	107.3
201-55-5901 LIBRARY SHELVING & FURNISHINGS	.00	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	41,580.63	400,676.25	418,673.00	17,996.75	95.7
TOTAL FUND EXPENDITURES	822,400.11	5,093,420.82	5,425,991.00	332,570.18	93.9
NET REVENUE OVER EXPENDITURES	(457,564.39)	1,148,045.06	61,019.00	(1,087,026.06)	1881.5

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAX REVENUE</u>					
203-01-3130 SALES TAX	62,138.73	723,283.03	678,569.00	(44,714.03)	106.6
203-01-3312 MOTOR VEHICLE SPEC. OWNERSHIP	.00	.00	90,000.00	90,000.00	.0
203-01-3313 MOTOR VEHICLE REGISTRATION TAX	.00	.00	27,810.00	27,810.00	.0
203-01-3315 MOTOR VEHICLE USE TAX	58,297.88	847,806.61	848,720.00	913.39	99.9
203-01-3335 HIGHWAY USERS TAX	(128,439.63)	320,508.78	305,632.00	(14,876.78)	104.9
203-01-3337 ROAD & BRIDGE TAX	.00	.00	49,000.00	49,000.00	.0
TOTAL TAX REVENUE	(8,003.02)	1,891,598.42	1,999,731.00	108,132.58	94.6
<u>LICENSES & PERMITS</u>					
203-04-3343 STREET CUT PERMITS	50.00	1,500.00	250.00	(1,250.00)	600.0
203-04-3350 DEVELOPER ROAD FEE ESCROW	.00	600.00	.00	(600.00)	.0
203-04-3376 BP ROAD IMPACT FEE	24,900.00	193,757.20	.00	(193,757.20)	.0
TOTAL LICENSES & PERMITS	24,950.00	195,857.20	250.00	(195,607.20)	78342.
<u>MISCELLANEOUS REVENUE</u>					
203-08-3610 INVESTMENT EARNINGS	8,886.07	87,632.77	1,000.00	(86,632.77)	8763.3
203-08-3910 SALE OF ASSETS	.00	3,389.30	1,000.00	(2,389.30)	338.9
TOTAL MISCELLANEOUS REVENUE	8,886.07	91,022.07	2,000.00	(89,022.07)	4551.1
TOTAL FUND REVENUE	25,833.05	2,178,477.69	2,001,981.00	(176,496.69)	108.8

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>					
203-15-5100 WAGES & SALARIES	26,962.05	224,280.38	244,877.82	20,597.44	91.6
203-15-5102 BENEFITS	7,811.90	60,252.13	69,935.00	9,682.87	86.2
203-15-5214 OFFICE SUPPLIES	249.30	1,509.72	.00 (	1,509.72)	.0
203-15-5345 TELEPHONE SERVICES	.00	106.74	.00 (	106.74)	.0
TOTAL ADMINISTRATIVE	35,023.25	286,148.97	314,812.82	28,663.85	90.9
<u>OPERATING</u>					
203-34-5100 WAGES & SALARIES	35,911.98	312,839.72	348,964.18	36,124.46	89.7
203-34-5102 BENEFITS	15,348.03	91,062.03	118,227.00	27,164.97	77.0
203-34-5233 R&M- MACHINERY & EQUIP. PARTS	1,286.50 (	1,868.41)	.00	1,868.41	.0
203-34-5240 STREET PAINT, SIGNS, & PARTS	4,642.69	22,241.30	35,000.00	12,758.70	63.6
203-34-5241 SHOP SUPPLIES	.00 (	131.63)	.00	131.63	.0
203-34-5341 ELECTRICITY	(16,307.77)	170,841.62	196,930.00	26,088.38	86.8
203-34-5342 WATER	587.28	13,301.52	6,000.00 (	7,301.52)	221.7
203-34-5370 PPE ALLOWANCE	.00	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	.00	2,682.23	3,400.00	717.77	78.9
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	8,071.76	15,678.16	8,000.00 (	7,678.16)	196.0
203-34-5427 SNOW MANAGEMENT MATERIALS	.00	6,093.86	30,000.00	23,906.14	20.3
203-34-5453 R&M SUPPLIES - STREET SWEEPER	.00	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	6,757.49	9,875.94	3,000.00 (	6,875.94)	329.2
203-34-5562 COUNTY CLERK FEES	.00	.00	33,600.00	33,600.00	.0
203-34-5941 SAFETY & FIRST AID KITS	147.28	1,619.56	5,000.00	3,380.44	32.4
TOTAL OPERATING	56,445.24	662,879.12	849,421.18	186,542.06	78.0
TOTAL FUND EXPENDITURES	91,468.49	949,028.09	1,164,234.00	215,205.91	81.5
NET REVENUE OVER EXPENDITURES	(65,635.44)	1,229,449.60	837,747.00	(391,702.60)	146.8

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
204-02-3444	BP RAW WATER FEE	.00	213,548.00	.00	(213,548.00)	.0
204-02-3446	TAP FEES	155,280.00	700,271.00	834,960.00	134,689.00	83.9
	TOTAL CONTRIBUTED CAPITAL	155,280.00	913,819.00	834,960.00	(78,859.00)	109.4
	<u>OPERATING REVENUE</u>					
204-03-3441	WATER SALES	273,232.01	4,272,836.74	5,307,980.00	1,035,143.26	80.5
204-03-3442	SHUT-OFF/RECON./LATE/NSF/TRANS	5,875.00	31,994.72	24,786.00	(7,208.72)	129.1
204-03-3443	HYDRANT WATER SALES	.00	127.68	.00	(127.68)	.0
204-03-3447	BULK WATER SALES	2,023.75	27,310.11	.00	(27,310.11)	.0
204-03-3448	WATER METER FEE	.00	450.00	.00	(450.00)	.0
	TOTAL OPERATING REVENUE	281,130.76	4,332,719.25	5,332,766.00	1,000,046.75	81.3
	<u>NON-OPERATING REVENUE</u>					
204-04-3610	INVESTMENT EARNINGS	68,623.55	796,643.28	41,474.00	(755,169.28)	1920.8
204-04-3650	LOAN PROCEEDS	(2,125,064.35)	7,906,424.88	13,350,761.00	5,444,336.12	59.2
204-04-3910	SALE OF ASSETS	1.00	162.69	.00	(162.69)	.0
	TOTAL NON-OPERATING REVENUE	(2,056,439.80)	8,703,230.85	13,392,235.00	4,689,004.15	65.0
	TOTAL FUND REVENUE	(1,620,029.04)	13,949,769.10	19,559,961.00	5,610,191.90	71.3

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>					
204-15-5100 WAGES & SALARIES	44,572.16	396,596.17	395,899.00	(697.17)	100.2
204-15-5102 BENEFITS	12,695.81	102,083.54	122,244.00	20,160.46	83.5
TOTAL ADMINISTRATIVE	57,267.97	498,679.71	518,143.00	19,463.29	96.2
<u>OPERATING</u>					
204-34-5100 WAGES & SALARIES	38,303.07	470,737.14	481,126.00	10,388.86	97.8
204-34-5102 BENEFITS	15,415.88	166,299.00	206,895.00	40,596.00	80.4
204-34-5221 CHEMICALS	7,798.45	182,712.25	250,000.00	67,287.75	73.1
204-34-5227 PLANT UTILITIES	2,882.36	18,368.43	28,000.00	9,631.57	65.6
204-34-5229 DRINKING WATER PROGRAM FEE	.00	2,430.00	2,000.00	(430.00)	121.5
204-34-5231 FUEL, OIL & GREASE	672.93	15,841.31	7,500.00	(8,341.31)	211.2
204-34-5233 R&M- MACHINERY & EQUIP. PARTS	1,168.50	2,112.41	15,000.00	12,887.59	14.1
204-34-5241 SHOP SUPPLIES	.00	1,670.74	1,500.00	(170.74)	111.4
204-34-5334 WATER TESTING	3,936.50	63,830.06	80,000.00	16,169.94	79.8
204-34-5339 ON-LINE UTILITY BILL PAY-FEES	2,559.93	29,442.71	27,000.00	(2,442.71)	109.1
204-34-5341 ELECTRICITY	3,392.30	74,591.71	80,000.00	5,408.29	93.2
204-34-5345 TELEPHONE SERVICE	146.85	1,051.91	700.00	(351.91)	150.3
204-34-5352 LEGAL SERVICES	.00	3,909.00	30,000.00	26,091.00	13.0
204-34-5356 PROFESSIONAL SERVICES	8,098.12	56,684.11	60,000.00	3,315.89	94.5
204-34-5370 PPE ALLOWANCE	.00	17,792.54	28,000.00	10,207.46	63.5
204-34-5380 PROFESSIONAL DEVELOPMENT	.00	7,345.65	13,610.00	6,264.35	54.0
204-34-5384 INTERNET SERVICE	.00	1,308.34	2,200.00	891.66	59.5
204-34-5422 SMALL TOOLS	.00	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	1,392.86	105,311.57	120,000.00	14,688.43	87.8
204-34-5434 R&M SUPP. / SERV. LINES	67.18	45,514.80	80,000.00	34,485.20	56.9
204-34-5435 R&M SUPP. / SERV. HYDRANTS	.00	2,465.40	.00	(2,465.40)	.0
204-34-5437 R&M SCADA REPAIR	460.00	27,998.50	25,000.00	(2,998.50)	112.0
204-34-5440 SLUDGE REMOVAL	66,526.00	112,925.50	285,000.00	172,074.50	39.6
204-34-5455 LAB SUPPLIES	289.68	21,556.78	12,500.00	(9,056.78)	172.5
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	194.69	2,204.25	3,000.00	795.75	73.5
204-34-5963 METER REPLACEMENT	.00	14,382.00	.00	(14,382.00)	.0
204-34-5969 LAB EQUIPMENT (TURBIDOMETER)	145.44	17,977.42	20,000.00	2,022.58	89.9
TOTAL OPERATING	153,450.74	3,670,133.54	4,248,031.00	577,897.46	86.4

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
204-90-5612	BERKADIA - BOND PRINCIPAL	(28,000.00)	.00	27,000.00	27,000.00	.0
204-90-5613	CWCB LOAN-PRINCIPAL	.00	.00	53,248.00	53,248.00	.0
204-90-5622	BERKADIA - BOND INTEREST	.00	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	(1,068,483.00)	.00	1,049,857.00	1,049,857.00	.0
204-90-5631	CWRPDA 2019 SERIES A INTEREST	(8,541.67)	384,674.57	414,466.00	29,791.43	92.8
	TOTAL DEBT SERVICE	(1,105,024.67)	386,074.57	1,551,666.00	1,165,591.43	24.9
	TOTAL FUND EXPENDITURES	(894,305.96)	4,554,887.82	6,317,840.00	1,762,952.18	72.1
	NET REVENUE OVER EXPENDITURES	(725,723.08)	9,394,881.28	13,242,121.00	3,847,239.72	71.0

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
205-02-3446	TAP FEES	146,130.00	648,817.00	779,360.00	130,543.00	83.3
	TOTAL CONTRIBUTED CAPITAL	146,130.00	648,817.00	779,360.00	130,543.00	83.3
	<u>OPERATING REVENUE</u>					
205-03-3445	SEWER USER FEES	180,463.50	2,187,139.37	2,507,634.00	320,494.63	87.2
	TOTAL OPERATING REVENUE	180,463.50	2,187,139.37	2,507,634.00	320,494.63	87.2
	<u>NON-OPERATING REVENUE</u>					
205-04-3610	INVESTMENT EARNINGS	37,485.01	403,258.73	28,413.00	(374,845.73)	1419.3
205-04-3640	LOAN / BOND PLANT EXPANSION	.00	.00	24,386,515.00	24,386,515.00	.0
205-04-3650	BOND/LOAN PROCEEDS	2,884,233.17	19,526,925.89	.00	(19,526,925.89)	.0
205-04-3910	SALE OF ASSETS	.00	8.00	.00	(8.00)	.0
	TOTAL NON-OPERATING REVENUE	2,921,718.18	19,930,192.62	24,414,928.00	4,484,735.38	81.6
	TOTAL FUND REVENUE	3,248,311.68	22,766,148.99	27,701,922.00	4,935,773.01	82.2

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>						
205-15-5100	WAGES & SALARIES	44,572.16	396,438.52	395,899.00	(539.52)	100.1
205-15-5102	BENEFITS	12,695.78	101,935.71	121,110.00	19,174.29	84.2
	TOTAL ADMINISTRATIVE	57,267.94	498,374.23	517,009.00	18,634.77	96.4
<u>OPERATING</u>						
205-34-5100	WAGES & SALARIES	55,417.16	427,974.28	447,250.00	19,275.72	95.7
205-34-5102	BENEFITS	23,232.69	165,214.74	158,091.00	(7,123.74)	104.5
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	493.93	8,532.20	8,500.00	(32.20)	100.4
205-34-5233	R&M- MACHINERY & EQUIP. PARTS	.00	(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	1,823.26	21,044.84	20,000.00	(1,044.84)	105.2
205-34-5341	ELECTRICITY	(12,974.72)	161,945.70	129,035.00	(32,910.70)	125.5
205-34-5342	WATER	134.96	2,775.88	1,200.00	(1,575.88)	231.3
205-34-5344	NATURAL GAS	2,440.04	14,118.77	7,500.00	(6,618.77)	188.3
205-34-5356	PROFESSIONAL SERVICES	1,480.00	27,731.63	60,000.00	32,268.37	46.2
205-34-5370	PPE ALLOWANCE	.00	5,848.76	8,500.00	2,651.24	68.8
205-34-5380	PROFESSIONAL DEVELOPMENT	.00	9,063.44	13,460.00	4,396.56	67.3
205-34-5384	INTERNET SERVICE	.00	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	460.00	14,415.93	25,000.00	10,584.07	57.7
205-34-5433	R&M SUPP. / SERV. PLANT	3,268.58	57,829.45	65,000.00	7,170.55	89.0
205-34-5434	R&M SUPP. / SERV. LINES	131.60	11,852.37	20,000.00	8,147.63	59.3
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	4,104.00	40,644.00	50,000.00	9,356.00	81.3
205-34-5455	LAB SUPPLIES	.00	7,839.85	5,000.00	(2,839.85)	156.8
205-34-5512	INSURANCE-PROPERTY RELATED	.00	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	8,258.00	37,031.31	40,000.00	2,968.69	92.6
205-34-5941	SAFETY & FIRST AID KITS	78.01	2,090.28	3,000.00	909.72	69.7
205-34-5969	LAB EQUIPMENT	.00	1,324.37	6,500.00	5,175.63	20.4
	TOTAL OPERATING	88,347.51	1,036,571.35	1,233,336.00	196,764.65	84.1

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
205-90-5616	2014 WWTP BONDS - PRINCIPAL	.00	500.00	.00	(500.00)	.0
205-90-5618	2022 LOAN W22AX116 - PRINCIPAL	(447,699.00)	.00	618,315.00	618,315.00	.0
205-90-5619	2022 LOAN W22AX116 - INTEREST	(6,041.66)	1,393,036.68	1,249,115.00	(143,921.68)	111.5
205-90-5621	2022 GPR LOAN PRINCIPAL	.00	47,151.26	47,151.00	(.26)	100.0
205-90-5622	2022 GPR LOAN INTEREST	20,990.79	47,191.07	26,200.00	(20,991.07)	180.1
	TOTAL DEBT SERVICE	(432,749.87)	1,487,879.01	1,940,781.00	452,901.99	76.7
	TOTAL FUND EXPENDITURES	(287,134.42)	3,022,824.59	3,691,126.00	668,301.41	81.9
	NET REVENUE OVER EXPENDITURES	3,535,446.10	19,743,324.40	24,010,796.00	4,267,471.60	82.2

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONTRIBUTED CAPITAL</u>					
207-02-3451	TOW STRM DRN BP IMPACT	6,000.00	44,653.97	35,000.00	(9,653.97)	127.6
207-02-3453	AUTH STORM DRN BP IMPACT	6,600.00	66,627.93	35,200.00	(31,427.93)	189.3
	TOTAL CONTRIBUTED CAPITAL	12,600.00	111,281.90	70,200.00	(41,081.90)	158.5
	<u>OPERATING REVENUE</u>					
207-03-3449	TOW STORM DRAIN UTILITY FEES	23,280.43	273,782.56	270,400.00	(3,382.56)	101.3
207-03-3452	AUTH STORM DRAIN UTILITY FEES	35,288.32	414,087.62	403,322.00	(10,765.62)	102.7
	TOTAL OPERATING REVENUE	58,568.75	687,870.18	673,722.00	(14,148.18)	102.1
	<u>MISCELLANEOUS REVENUE</u>					
207-08-3364	GRANT	.00	97,678.69	60,000.00	(37,678.69)	162.8
207-08-3610	INVESTMENT EARNINGS	4,858.66	52,268.87	3,500.00	(48,768.87)	1493.4
207-08-3690	MISCELLANEOUS REVENUE	.00	16.98	.00	(16.98)	.0
	TOTAL MISCELLANEOUS REVENUE	4,858.66	149,964.54	63,500.00	(86,464.54)	236.2
	TOTAL FUND REVENUE	76,027.41	949,116.62	807,422.00	(141,694.62)	117.6

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATIVE</u>					
207-15-5100	WAGES & SALARIES	10,701.28	91,473.05	101,666.77	10,193.72	90.0
207-15-5102	BENEFITS	3,209.03	24,373.48	.00	(24,373.48)	.0
	TOTAL ADMINISTRATIVE	13,910.31	115,846.53	101,666.77	(14,179.76)	114.0
	<u>OPERATING</u>					
207-34-5100	WAGES & SALARIES	5,324.70	41,147.49	55,514.23	14,366.74	74.1
207-34-5102	BENEFITS	2,129.18	15,869.51	30,063.00	14,193.49	52.8
207-34-5231	FUEL, OIL & GREASE	.00	2,419.87	2,000.00	(419.87)	121.0
207-34-5339	ON-LINE UTILITY BILL PAY-FEE	659.03	7,667.21	6,500.00	(1,167.21)	118.0
207-34-5341	ELECTRICITY	47.89	814.99	710.00	(104.99)	114.8
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	8,160.80	483,401.33	554,309.23	70,907.90	87.2
	TOTAL FUND EXPENDITURES	22,071.11	599,247.86	655,976.00	56,728.14	91.4
	NET REVENUE OVER EXPENDITURES	53,956.30	349,868.76	151,446.00	(198,422.76)	231.0

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
209-08-3610	INVESTMENT EARNINGS	3,182.70	42,294.27	.00	(42,294.27)	.0
	TOTAL MISCELLANEOUS REVENUE	3,182.70	42,294.27	.00	(42,294.27)	.0
	TOTAL FUND REVENUE	3,182.70	42,294.27	.00	(42,294.27)	.0
	NET REVENUE OVER EXPENDITURES	3,182.70	42,294.27	.00	(42,294.27)	.0

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAX REVENUE</u>					
210-01-3130	SALES TAX	50,768.59	591,884.73	555,193.00	(36,691.73)	106.6
210-01-3140	USE TAX BUILDING MATERIALS	35,149.19	244,091.19	231,440.00	(12,651.19)	105.5
210-01-3315	MOTOR VEHICLE USE TAX	11,940.53	193,213.61	212,180.00	18,966.39	91.1
210-01-3700	OPEN SPACE SALES TAX	32,312.27	412,669.29	381,600.00	(31,069.29)	108.1
	TOTAL TAX REVENUE	130,170.58	1,441,858.82	1,380,413.00	(61,445.82)	104.5
	<u>BUILDING PERMITS</u>					
210-02-3381	TRAIL IMPACT FEE	6,750.00	28,350.00	.00	(28,350.00)	.0
210-02-3620	BP PARK IMPACT FEE	15,000.00	63,000.00	.00	(63,000.00)	.0
	TOTAL BUILDING PERMITS	21,750.00	91,350.00	.00	(91,350.00)	.0
	<u>RECREATION PROGRAM FEES</u>					
210-05-3175	RECREATION FEES	53.00	63,715.70	32,000.00	(31,715.70)	199.1
210-05-3177	BATTING CAGES FEES/SALES	.00	1,979.00	.00	(1,979.00)	.0
	TOTAL RECREATION PROGRAM FEES	53.00	65,694.70	32,000.00	(33,694.70)	205.3
	<u>MISCELLANEOUS REVENUE</u>					
210-08-3505	MISC. GRANTS / CONTRIBUTIONS	.00	9,248.00	.00	(9,248.00)	.0
210-08-3610	INVESTMENT EARNINGS	12,690.28	136,302.96	20,000.00	(116,302.96)	681.5
210-08-3910	SALE OF ASSETS	.00	11.00	.00	(11.00)	.0
	TOTAL MISCELLANEOUS REVENUE	12,690.28	145,561.96	20,000.00	(125,561.96)	727.8
	TOTAL FUND REVENUE	164,663.86	1,744,465.48	1,432,413.00	(312,052.48)	121.8

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>					
210-15-5100 WAGES & SALARIES	18,583.70	152,574.42	173,697.00	21,122.58	87.8
210-15-5102 BENEFITS	5,332.12	40,333.44	39,383.00	(950.44)	102.4
210-15-5335 DUES & SUBSCRIPTIONS	.00	25.00	.00	(25.00)	.0
TOTAL ADMINISTRATIVE	23,915.82	192,932.86	213,080.00	20,147.14	90.5
<u>OPERATING</u>					
210-34-5100 WAGES & SALARIES	25,892.97	210,104.63	241,355.00	31,250.37	87.1
210-34-5101 SEASONALS	1,333.57	16,647.01	30,110.00	13,462.99	55.3
210-34-5102 BENEFITS	9,029.38	67,808.56	73,892.00	6,083.44	91.8
210-34-5214 OFFICE SUPPLIES	.00	40.37	.00	(40.37)	.0
210-34-5221 POND CHEMICALS	2,500.00	4,736.62	5,000.00	263.38	94.7
210-34-5231 FUEL, OIL & GREASE	1,218.31	15,408.82	6,000.00	(9,408.82)	256.8
210-34-5233 R&M- MACHINERY & EQUIP. PARTS	.00	16,109.04	18,000.00	1,890.96	89.5
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	1.58	1,244.31	2,200.00	955.69	56.6
210-34-5252 TREE REPLACEMENT & TRIMMING	300.00	15,028.73	35,000.00	19,971.27	42.9
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	.00	25,408.73	30,000.00	4,591.27	84.7
210-34-5341 IRRIGATION ELECTRICITY	29.38	2,625.29	10,000.00	7,374.71	26.3
210-34-5342 WATER	1,285.89	37,168.73	16,169.00	(20,999.73)	229.9
210-34-5343 SEWER	141.29	1,518.56	840.00	(678.56)	180.8
210-34-5344 NATURAL GAS	261.27	1,734.09	850.00	(884.09)	204.0
210-34-5346 STORM DRAINAGE	762.24	3,557.12	2,800.00	(757.12)	127.0
210-34-5356 PROFESSIONAL SERVICES	.00	520.00	3,000.00	2,480.00	17.3
210-34-5365 TOILET RENTAL	1,746.33	18,296.25	11,000.00	(7,296.25)	166.3
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	1,594.54	1,500.00	(94.54)	106.3
210-34-5372 UNIFORMS	359.95	1,353.78	2,500.00	1,146.22	54.2
210-34-5380 PROFESSIONAL DEVELOPMENT	110.00	3,137.49	4,000.00	862.51	78.4
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	391.76	2,547.64	4,500.00	1,952.36	56.6
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	70.07	854.84	3,000.00	2,145.16	28.5
210-34-5942 MINOR PARK IMPROVEMENTS	10,120.83	24,484.20	30,000.00	5,515.80	81.6
TOTAL OPERATING	55,554.82	562,115.96	681,916.00	119,800.04	82.4

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
210-51-5100 WAGES & SALARIES	18,142.11	220,514.28	171,335.00	(49,179.28)	128.7
210-51-5101 SEASONALS	6,098.39	59,695.57	88,093.00	28,397.43	67.8
210-51-5102 BENEFITS	6,182.29	83,947.55	76,492.00	(7,455.55)	109.8
210-51-5130 START SMART BASEBALL	.00	800.00	800.00	.00	100.0
210-51-5131 START SMART BASKETBALL	.00	640.00	640.00	.00	100.0
210-51-5132 START SMART FLAG FOOTBALL	.00	912.00	960.00	48.00	95.0
210-51-5133 START SMART SOCCER	.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	.00	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	.00	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	291.35	619.94	1,677.00	1,057.06	37.0
210-51-5149 YOUTH TENNIS	.00	1,067.61	480.00	(587.61)	222.4
210-51-5158 ADULT KICKBALL	.00	.00	475.00	475.00	.0
210-51-5161 ADULT TENNIS	.00	1,107.14	480.00	(627.14)	230.7
210-51-5162 ADULT SOFTBALL	.00	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	.00	8,110.00	8,000.00	(110.00)	101.4
210-51-5166 INSTRUCTOR/OFFICIAL FEES	780.00	18,310.80	30,000.00	11,689.20	61.0
210-51-5168 COMPUTER EQUIP./SOFTWARE	2,111.41	13,194.83	13,230.00	35.17	99.7
210-51-5181 REC. PROG. SUPPLIES/EXP.	49.13	6,642.00	15,000.00	8,358.00	44.3
210-51-5183 BATTING CAGES - MAINT. & OPER.	336.92	6,386.92	10,500.00	4,113.08	60.8
210-51-5185 BALL FIELD/CAGE ELECTRICITY	(2,128.84)	12,389.54	14,000.00	1,610.46	88.5
210-51-5186 INFIELD MIX	.00	4,802.31	13,000.00	8,197.69	36.9
210-51-5223 OPERATING SUPPLIES	.00	380.30	3,000.00	2,619.70	12.7
210-51-5372 STAFF UNIFORMS	1,773.79	1,940.29	2,500.00	559.71	77.6
210-51-5380 PROFESSIONAL DEVELOPMENT	.00	3,152.88	4,500.00	1,347.12	70.1
210-51-5392 GYM RENTAL	.00	7,796.25	14,378.00	6,581.75	54.2
210-51-5401 MARKETING SERVICES	7,348.85	12,409.26	13,000.00	590.74	95.5
TOTAL RECREATION	40,985.40	492,860.99	518,840.00	25,979.01	95.0
<u>DEBT SERVICE</u>					
210-90-5630 WCP - PRINCIPAL	21,401.27	253,902.48	.00	(253,902.48)	.0
210-90-5632 WCP - INTEREST	1,053.72	15,557.40	.00	(15,557.40)	.0
TOTAL DEBT SERVICE	22,454.99	269,459.88	.00	(269,459.88)	.0
TOTAL FUND EXPENDITURES	142,911.03	1,517,369.69	1,413,836.00	(103,533.69)	107.3
NET REVENUE OVER EXPENDITURES	21,752.83	227,095.79	18,577.00	(208,518.79)	1222.5

TOWN OF WELLINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 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	3,891,540.13	13,973,844.44	17,394,004.00	3,420,159.56	80.3
211-80-4014 WILSON WELL IMPROVEMENTS	7,500.00	15,800.90	68,000.00	52,199.10	23.2
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	57,485.50	783,778.50	940,888.00	157,109.50	83.3
211-80-4065 B-DAMS IMPROVEMENT	.00	.00	113,534.00	113,534.00	.0
211-80-4083 WWTP EXPANSION CONSTRUCTION	(4,327,727.17)	12,089,596.72	24,386,515.00	12,296,918.28	49.6
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	24,217.50	24,217.50	35,000.00	10,782.50	69.2
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	33,467.50	61,511.98	350,000.00	288,488.02	17.6
211-80-5023 STREET AND SIDEWALK SAFETY IMP	.00	.00	100,000.00	100,000.00	.0
211-80-5024 TRANSPORTATION MASTER PLAN	.00	.00	60,000.00	60,000.00	.0
211-80-5025 ROAD REIMBURSEMENT-RR	.00	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	735.25	20,154.75	45,000.00	24,845.25	44.8
211-80-5028 OUTFALL FOR CLEVELAND AVE IMP	.00	.00	150,000.00	150,000.00	.0
211-80-5029 VEHICLE REPLACEMENT	26,499.50	26,499.50	35,000.00	8,500.50	75.7
211-80-5030 2 MG TANK COATING	237,015.04	353,840.30	1,300,000.00	946,159.70	27.2
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	1,506.17	1,506.17	20,000.00	18,493.83	7.5
211-80-5039 SPLASHPAD CHEMICAL ROOM UPGRA	18,774.30	18,774.30	125,000.00	106,225.70	15.0
211-80-5040 IRRIGATION SYSTEM UPGRADES	.00	2,906.28	25,000.00	22,093.72	11.6
TOTAL CAPITAL EXPENDITURES	(28,986.28)	28,058,903.58	49,686,084.15	21,627,180.57	56.5
TOTAL FUND EXPENDITURES	(28,986.28)	28,058,903.58	49,686,084.15	21,627,180.57	56.5
NET REVENUE OVER EXPENDITURES	28,986.28	(28,058,903.58)	(49,686,084.15)	(21,627,180.57)	(56.5)

TOWN OF WELLINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

LIBRARY TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>BUILDING PERMITS</u>					
255-02-3372	LIBRARY IMPACT FEES	3,750.00	15,750.00	.00	(15,750.00)	.0
	TOTAL BUILDING PERMITS	3,750.00	15,750.00	.00	(15,750.00)	.0
	TOTAL FUND REVENUE	3,750.00	15,750.00	.00	(15,750.00)	.0
	NET REVENUE OVER EXPENDITURES	3,750.00	15,750.00	.00	(15,750.00)	.0