



**Garden
Spot of
Colorado**

**MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, January 28, 2025, 6:30 p.m.**

This is an IN-PERSON meeting at the location and time noted above.

This meeting will be streamed live on YouTube. The live stream is accessible by visiting www.berthoud.org/stream

The Town Board may take action on any of the following agenda items as presented or modified prior to or during the meeting and items necessary or convenient to effectuate the agenda items.

1. Meeting Called To Order - Mayor William Karspeck
2. Pledge Of Allegiance - Mayor William Karspeck
3. Roll Call - Mayor William Karspeck
4. Citizen Participation
5. Scheduled Items And Estimated Time For Discussion

5.I. Consent Agenda

Introduction by: Christian Samora

Documents:

MEMO RE CONSENT AGENDA.PDF
A. JANUARY 28 2025 MEETING AGENDA.PDF
B. JANUARY 14 2025 MEETING MINUTES.PDF
C. JANUARY 2025 BOARD REPORT.PDF
D. 2025 LARIMER COUNTY SHERIFF STATEMENT OF WORK.PDF

5.II. Metro District Service Plan Policy Review

Introduction By: Chris Kirk

Documents:

MEMO RE METRO DISTRICT SERVICE PLAN POLICY REVIEW.PDF
METRO DISTRICT POLICY - BOT 2023-04-11 (TRUSTEE REVISIONS FINAL).PDF
MASTER IGA METRO DISTRICTS - BOT 2023-04-11 (TRUSTEE REVISIONS FINAL).PDF

6. Elected Official Reports

1. Town Board - Tim Hardy, May Albrecht, Sean Murphy, Karl Ayers, Chris Kurtz, and Brett Wing
2. Establish Interview Committees for the Tree Advisory Committee and PORT Committee
3. Mayor - William Karspeck
4. Staff - Town Administrator, Attorney

7. Executive Session

Executive Session (1) for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402 (4)(b). And the following details are provided: Potential Litigation

8. Adjourn

The order of agenda items listed above is approximate and intended as a guideline for the Town Board. Individuals needing special accommodation may request assistance by contacting the Town Clerk 807 Mountain Avenue, Berthoud, Colorado 80513, 970-532-2643 at least 24 hours in advance.

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	January 28, 2025
Agenda Title/Subject:	Consent Agenda
Type of Item:	Regular Item
Purpose:	The Consent Agenda contains routine items that can be approved with a single action by the Board.
Presented by:	Christian Samora

ATTACHMENTS:

- a) January 28, 2025, Meeting Agenda
- b) January 14, 2025, Meeting Minutes
- c) January 2025 Board Report
- d) 2025 Larimer County Sheriff Statement of Work

BACKGROUND:

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. The mayor will ask if any Board Member wishes to remove an item for separate discussion. Items removed from the consent agenda should be considered immediately following adoption of the amended Consent Agenda.

UPDATE/NEXT STEPS:

Any updates or next steps for the items on the Consent Agenda will be articulated in the information sheet provided for each item on the Consent Agenda.

FISCAL IMPACT AND FUND SOURCE:

Any fiscal information for the items on the Consent Agenda will be articulated in the information sheet provided for each item on the Consent Agenda.

COMMUNITY TOUCHSTONES:

Any Community Touchstones for the items on the Consent Agenda will be articulated in the information sheet provided for each item on the Consent Agenda.

RECOMMENDED ACTION(S):

“Move to combine and approve the items on the Consent Agenda.”

Followed by a second and a vote.



MEETING OF THE TOWN BOARD

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The Town Board may take action on any of the following agenda items as presented or modified prior to or during the meeting and items necessary or convenient to effectuate the agenda items.

- I. REGULAR MEETING CALLED TO ORDER** – Mayor William Karspeck
- II. PLEDGE OF ALLEGIANCE** – Mayor William Karspeck
- III. ROLL CALL** – Mayor William Karspeck
- IV. CITIZEN PARTICIPATION**
- V. SCHEDULED ITEMS and ESTIMATED TIMES FOR DISCUSSION**

- 1. Consent Agenda** (Christian Samora) (5 Min)
Consent Agenda items are considered to be routine by the Town Board and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.
 - a) January 28, 2025, Meeting Agenda
 - b) January 14, 2025, Meeting Minutes
 - c) January 2025 Board Report
 - d) 2025 Larimer County Sheriff Statement of Work

- 1. Metro District Service Plan Policy Review** (Chris Kirk) (45 Min)

- VI. ELECTED OFFICIAL REPORTS** (10 Min)
 - 1.** Town Board – Tim Hardy, May Albrecht, Sean Murphy, Karl Ayers, Chris Kurtz, and Brett Wing
 - a. Establish Interview Committee for Tree Advisory Committee and PORT Committee
 - 2.** Mayor – William Karspeck
 - 3.** Staff – Town Administrator, Attorney

VII. EXECUTIVE SESSION

Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b). And the following details are provided: Potential Litigation

VIII. ADJOURN

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

January 28, 2025, Meeting Agenda

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MEETING MINUTES OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, January 14, 2025, 6:30 p.m.

1/14/2025 - Minutes

1. Meeting Called To Order - Mayor William Karspeck

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

2. Pledge Of Allegiance - Mayor William Karspeck

Mayor Karspeck led the Pledge of Allegiance.

3. Roll Call - Mayor William Karspeck

The following Board members were present:

Karl Ayers, Trustee
Tim Hardy, Trustee
Chris Kurtz, Trustee
Brett Wing, Trustee
Will Karspeck, Mayor

The following Board members were absent:

May Albrecht, Trustee
Sean Murphy, Mayor Pro-Tem

The following staff members were present:

Erin Smith, Town Attorney
Chris Kirk, Town Administrator
Christian Samora, Town Clerk
Lexi Dovel, Deputy Town Clerk
Andrea Maxwell, Larimer County Sheriff
Tawn Hillenbrand, Planning Manager
Anne Johnson, Community Development Director
Stephanie Horvath, Community Engagement Manager
Walt Elish, Economic Development Director

4. Citizen Participation

Kayla Coleman spoke regarding new development in Town.
Kelly Macaulay spoke regarding the recent 2nd Street repairs and the Town's emergency response plan.

Leigh Jacobs, John Terrell, Jessica Higgins, John Bethell, and Dave Melanson spoke regarding new development in Town.

5. Scheduled Items And Estimated Time For Discussion

5.I. Consent Agenda

Items:

- a) January 14, 2025, Meeting Agenda
- b) December 10, 2024, Meeting Minutes
- c) December 2024 Board Report
- d) October and November 2024 Financial Information
- e) CLG Grant Application Letter of Support
- f) Public Utility Revocable License Agreement
- g) 2025 Animal Control Services IGA and Service Agreement Amendments
- h) Resolution 2025-01 - Designating Official Posting Places of Meetings

Trustee Wing moved to combine and approve the items on the Consent Agenda. Trustee Kurtz seconded the motion. In a 5-0 roll call vote, THE MOTION CARRIED.

5.II. Legacy Park Preliminary Plat - Public Hearing

Planning Manager, Tawn Hillenbrand, provided an introduction on the Legacy Park preliminary plat.

The applicant, Don Hinson and representative, Kristin Turner, gave a presentation.

Kevin Mulshine and Ruth Rollins provided additional information.

Mayor Karspeck opened the Public Hearing.

David Gregg, D.J. Greg, and Tiffany Brodie spoke during the Public Hearing.

Mayor Karspeck closed the Public Hearing.

Trustee Wing moved to approve Resolution 2025-02, a resolution of the Town of Berthoud Board of Trustees approving a preliminary plat for a development known as the "Legacy Park Development" in the Town of Berthoud. Trustee Ayers seconded the motion. In a 5-0 roll call vote, THE MOTION CARRIED.

Mayor Karspeck called for a 5-minute break.

5.III. Community Branding Proposal

Community Engagement Manager, Stephanie Horvath, gave an introduction on the Community Branding Proposal.

Trustee Kurtz moved to authorize the Town Administrator to engage with Chandler Thinks for services as provided in the Brand Assessment Proposal. Trustee Hardy seconded the motion. In a 5-0 roll call vote, THE MOTION CARRIED.

6. Elected Official Reports

Hardy:

Hardy inquired about when the signs on 287 will be installed. Hardy requested further discussion on metro district policy and short term rentals.

Wing:

Wing inquired about grants being used by the Town and reported on a recent economic conference in Greeley.

Administrator Kirk:

Kirk reported that the working group of local businesses and the Town have decided not to pursue a DDA at this time. Economic Development Director, Walt Elish, provided additional information. Kirk thanked the Board for participating in a survey and discussed the plan for the upcoming study session.

7. Executive Session

Trustee Ayers moved to go into Executive Session pursuant to C.R.S. 24-6-402(4)(e)(I) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators. The following details are provided: Property Negotiation for 270 Mountain Ave. Trustee Hardy seconded the motion. In a 5-0 roll call vote, THE MOTION CARRIED.

8. Adjourn

The meeting was adjourned at 10:03 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

Berthoud Board Update

January 2025



ECONOMIC DEVELOPMENT

Submitted By Walt Elish & Cindy Leach



Grand prize winner, Beth Frey

The third annual Shop Local program is in the books, and by any measure, it was a great success.

- People dropped off 1,287 receipts over the three week period totaling over \$63,200.
- We gave away 42 \$75 gift cards to our local businesses as well as a grand prize gift basket worth \$500.

All of the gift cards and gift basket items were purchased from our local businesses.

The feedback from the community and from our local businesses was overwhelmingly positive with many expressing gratitude and excitement for its return.

FORESTRY / OPEN SPACE

Submitted By Paul Furnas, Town Forester

The Forestry and Open Space department have wound down at the end of 2024. Both departments are focusing on 2025 and the projects and training coming up. Since there has been no sign of snow, both departments have been able to complete some ongoing projects, like cutbacks and winter watering on new trees. Other larger projects included clearing out leftover Russian Olive trees and suckers at our open spaces and cleaning up and organizing the dump site at the Town's old wastewater facility.

Both Forestry and Open Space helped the Parks Department in decorating the last bits of Fickel the week before the light parade.



Before

A small amount of Russian Olive trees were missed in a large Russian Olive removal project in 2023, Forestry and Open Space worked together to cut out the last trees, and cut all of the suckers out to maintain control of this invasive species.



After





The Forestry Department is trying to find better use for some of their larger pieces of wood leftover from removals. The Forestry department is trying to work with local business Biochar Now to dispose of the wood we have no use for to make more room at the dumpsite for future removals. Forestry staff used equipment to sort through the pile and remove pieces of wood that Biochar Now cannot process. With help from the Streets Department, this wood will be hauled to their yard in east Berthoud and turned into biochar. This partnership with a local business to find use for leftover forestry byproducts will earn Berthoud points towards an annual Tree City USA Growth Award.



With the weather holding out this winter, it gave both departments time to start some cutbacks in ornamental beds.



This fall and winter has been exceptionally warm and dry. And with no meaningful precipitation in sight, the Forestry staff has been watering high-value trees around town monthly to keep them hydrated. The Forestry Department would like to remind anyone responsible for trees to give them a much-needed watering at least once a month until we get some snow.



STREETS DEPARTMENT

Submitted By Brandon Keegan, Streets Supervisor

December was a busy month. We focused on street sweeping to clear the remaining leaves and worked on installing Rectangular Rapid Flash Beacons (RRFBs) across town. Additionally, we completed various patchwork projects throughout Town.

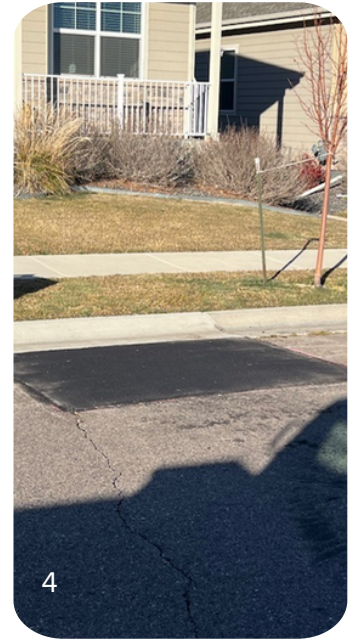
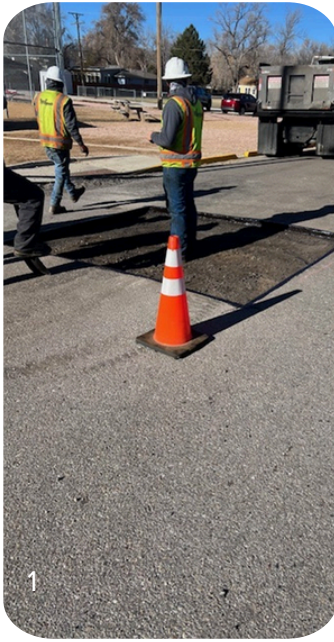


1) Mountain Ave- Streets crew teaming up to clean downtown 2 Streets crew sweeping Mountain Ave. to get it ready for the parade of lights 3) Streets crew setting out cones on Mountain Ave. for the parade of lights



Bunyan Ave & Vantage Pkwy- Paid for largely with a grant, the streets crew is installing RRFBs to improve safety for pedestrians crossing the street.





1 & 2 - 5th Street- Streets crew had a contractor patch the road after the water department completed a line repair 3 - Woodcock Street-Streets crew had a contractor patch this section of roadway that was sinking 4 -Tundra Ave.- Streets crew had a contractor patch the roadway.



Grand Market Roundabout- Loveland Barricade replaced thermoplastic arrows and restriped the southbound lanes to help motorists stay in their lane



RECREATION

Submitted By Amanda Gustafson, Director of Recreation | Cultural Services

Operations, Memberships & Marketing

Operations checked in 11,906 people and sold 48 new memberships during the month of December.

This month, we successfully executed marketing campaigns for our winter special events, which included the Winter Craft Fair, Cocoa with Claus, Cosmic Pickleball, HolidayCation, Berthoud Glow Swim, and the Adult Pajama Dodgeball Tournament.

Sports & Programs

The Rec Center hosted HolidayCation, having 24 youths participate in our two-day event that featured gym games like snowball fights (dodgeball), reindeer tag, melting snowman; crafts like DIY snowflakes, and Christmas character cutouts and design; and Christmas themed minute to win it style games like Snowman Building, Candy Cane Relays, Snowman Stacking, and more.

We also hosted the 2024 Futsal Clinic, a 3-day event held in the evenings with 29 youth participating and learning futsal skills. The Soccer for Life Foundation sent Kris Banghart who was drafted by Real Salt Lake out of the University of Denver where he starred as a defender for the Men's soccer team. Kris worked the first night of the clinic and taught all participants some important core concepts for the sport.

Fitness & Active Adults



In the beginning of December, we had our first Cosmic Pickleball Party. We filled the roster with 16 teams, lit up the gym with black lights, lit up the dark tape and a full night of fun.

We have been requested to do more of these, so another one has been scheduled for March!



The Active Adults also took the final trip for 2024 to Candlelight to watch a showing of Scrooge. It was a beautiful day to travel and there were five people who joined us for the first time. They were happy to have found out that we offer these trips and look forward to joining us again in the future



Aquatics



December was a highly successful and productive month for the aquatics team. The team finalized plans for the 2025 American Red Cross courses and swim lessons, ensuring a strong start to the new year.

On December 8th, the Berthoud Bullfrogs CARA swim team hosted a non-sanctioned first-ever mock home swim meet with 16 kids in attendance, a milestone event that will become a regular occurrence when there is no away swim meets scheduled. 5 Head guards trained and prepared to complete the American Red Cross Lifeguard Instructor course to come in early January, which will empower them to lead babysitting courses and lifeguard training sessions and provide valuable support to aquatics management. As schools let out for winter break, the pool experienced an increased bather load, which the team managed efficiently.



COMMUNITY DEVELOPMENT

Submitted By Anne Johnson, Planning Director

Building Division data for December, 2024 and Year End Totals:



New Residential

13 in December, 2024
2024 Total: 166



New Commercial

0 in December, 2024
2024 Total: 20



Number of "Other"

50 in December, 2024
2024 Total: 912



Total Valuation

\$8,077,252.88
2024 total: \$135,194,799.20



Engineering

Construction Site Inspections: 44 (621 in 2024)

Town Projects Inspected: 27 (825 in 2024)

Response to Citizen Questions: 0 (41 in 2024)

MS4 Inspections: 3 (105 in 2024)

ROW Inspections: 3 (126 in 2024)

Other: Meetings / Inspections: 27 (295 in 2024)

Planning

Public Assistance



Walk-ins : 7 (105 in 2024)

Emails : 4,191 (29,345 in 2024)

Phone calls : 66 (948 in 2024)

Site Visits : 1 (662 in 2024)



Pre-Application meetings : 2 (60 in 2024)

Public Hearings/Applications presented : 3 (60 in 2024)

Codes/Comp Plan Action Items in-process: 1 (8 in 2024)

Applications in Process: 18 (244 in 2024)



PARKS / CEMETERY

Submitted By Sami Kouns, Parks Supervisor

Parks/Cemetery

December featured many odd jobs to keep us busy as we await the arrival of snow. The majority of this month was spent out in the community garden making huge leaps and bounds in order to try to finish the project before our first big snow. The beds were filled, and a top board was placed to complete the look. The fencing and pergola were also installed earlier this week! Parks Leads sat down and began to develop SOPs for various tasks to make both teaching those jobs and developing a standard for those jobs that much easier. All in all, December was a busy month spent wrapping up bigger jobs that helped better prepare us for what 2025 has in store!



The Community Garden project consumed most of December's work schedule. All the beds were filled halfway with fill-dirt, then filled the remainder of the way with a potting soil mix (compost, peat moss and perlite). Each of the eight beds was then topped with a 2" x 8" board to help keep the material in the beds and also give them a finished look. The fencing and pergola were completed before the edging material was purchased and installed.





Parks/Cemetery – Leaf Pick-Up

The Parks and Cemetery Departments worked together to pick up any remaining leaves, tumbleweeds and debris left in parks after the fall season and after a couple of windy days in the month of December.



Parks/Cemetery – Holiday Decorations (put-up and repair)

More lights were put up at various parks throughout town and numerous repairs were made to strands damaged by squirrels. Splicing wires and replacing light strands at Fickel help to keep the holiday spirit alive until take-down the second week of January.

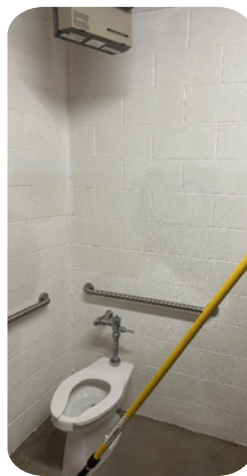
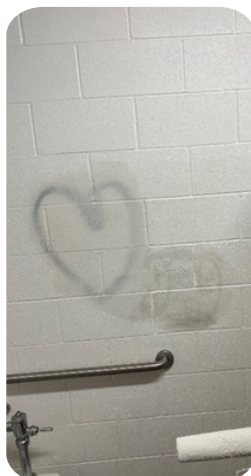
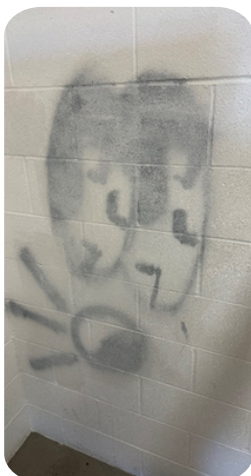


Parks/Cemetery – Graffiti Removal/Repainting

Reported graffiti at the Old Skate Park downtown was removed while paint was purchased to completely cover other graffiti located in the men's bathroom at Waggener Farm Park.



Stay in school, kids



NEIGHBORHOOD SERVICES

Submitted By Theresa Morgan, Code Compliance Specialist

2024 marked the third year for the Neighborhood Services Holiday Lights Contest.

This year, we had 37 entries and 112 public votes.

The displays were well thought out and festive and we're looking forward to doing it all again next year.

People's Choice:



641 Great Basin Court

Best Traditional:



1417 Vantage Parkway

Best Use of Inflatables:



1615 N County Rd 15c

Most Magnificent Mini:



2653 Cooperland Blvd

Brightest Berthoud Business:



Marley & Moose



WATER / WASTEWATER

Submitted By Marie Mitchell, Administrative Tech / Water

Utility Locates:

- 13 emergency locates completed
- 269 normal locates completed
- 2 investigations of previously unknown sewer laterals underway

Customer Service/ Billing/ New Construction:

- 14 service calls completed
- 0 BRAC calls to respond to
- 8 meter installations completed
- 14 final inspections passed

Projects:

- Sewer jetting maintenance was wrapped up and final reports are being finalized for Water Department review.
- Spectra-shield manhole repair operations are underway in Prairie Star. These repairs will be completed the week of 1/13/2025.
- Staff is working alongside Larimer County to replace a section of sanitary sewer in coordination with the Home Supply Bridge work on 42nd Street SW.

After Hours On-Call:

On December 6th, 2024. After -hours water ops responded to a call of a possible service line break at 2271 Barela Drive in the Hammonds Subdivision. The cause of the leak ended up being due to a corroded curb-stop from the soil. Immediate repairs were made by Gopher Excavation on December 7th, with only a handful of homes temporarily out of water for the 2-hour repair.



ADMINISTRATION

Submitted By Christian Samora, Town Clerk

Passport Acceptance



Passport acceptance application volumes remained strong in 2024. Appointments are generally available within the same week as scheduling.

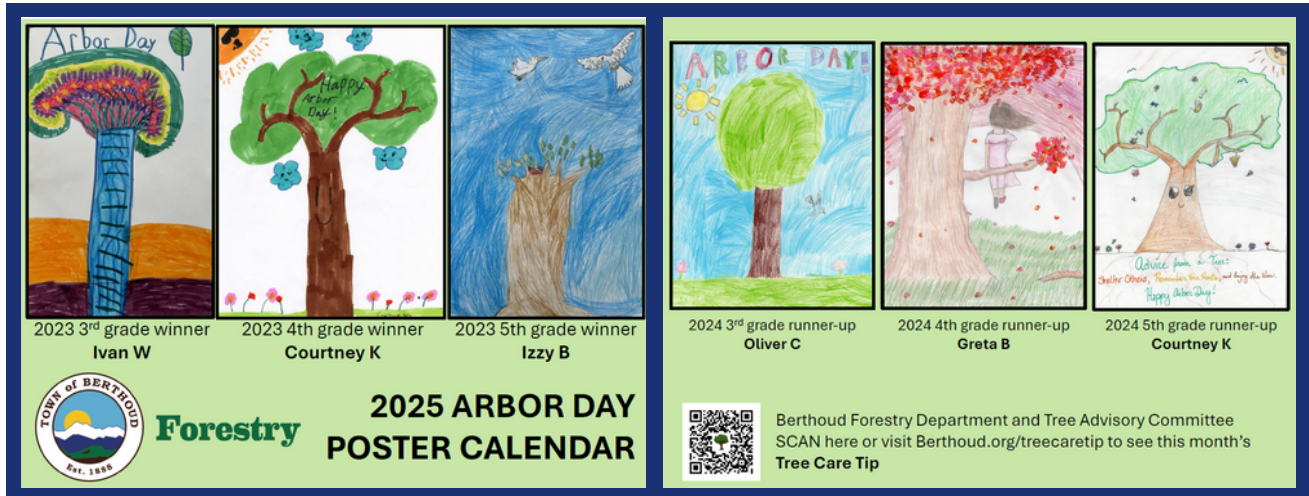
Passport acceptance staff processed 917 new passport applications in 2024. They also assist the public by reviewing renewal applications and providing passport photo services. In 2024, over 1,000 passport photos were processed, and staff is now able to email digital photos to customers for online renewal applications.

Our team often receives feedback that the Berthoud Acceptance Facility is the most responsive to appointment inquiries and always has staff available to assist with questions. As well, the Department of State, as part of our facility audit, stated that our organization is almost unheard of and that the way we operate is in the top several percent.

Additional passport information can be found at www.Berthoud.org/Passports.

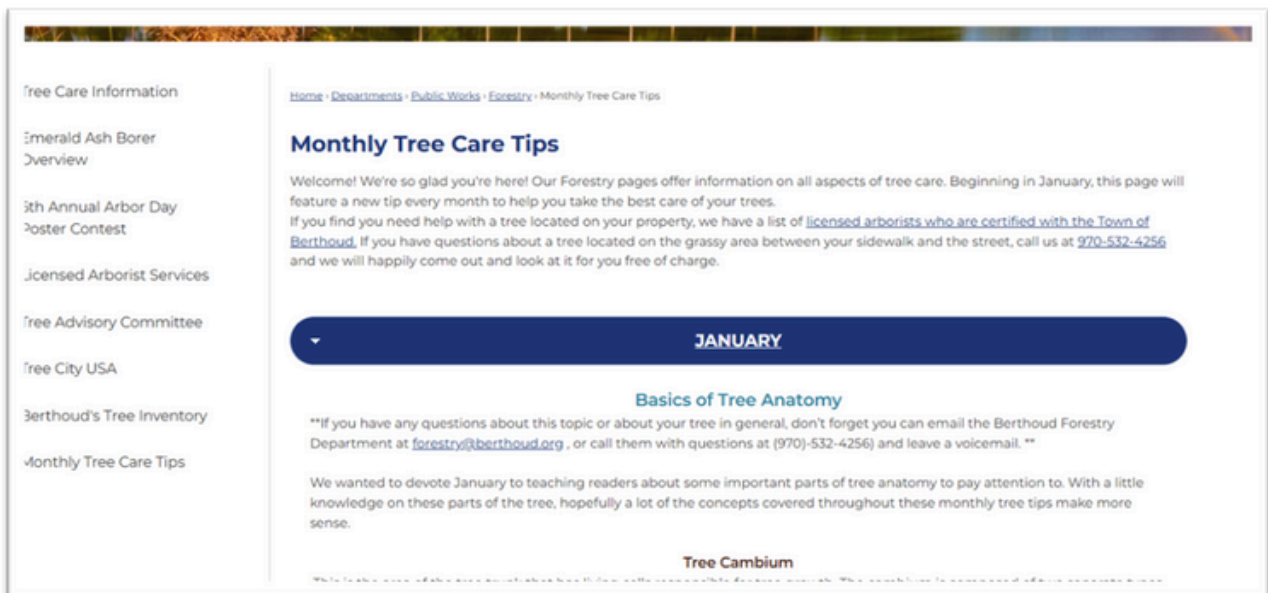


WORTH NOTING



If you have a copy of the highly sought after Arbor Day Calendar, you will have noticed a QR Code on every month. These lead to a newly created webpage filled with Monthly Tree Care Tips.

Every month, our esteemed Forestry Department will feature a new tip to help you take the best care of your trees through the year.



click on the image to visit the page

ATTACHMENT A

2025 STATEMENT OF WORK AND BUDGET AGREEMENT BY AND BETWEEN COUNTY OF LARIMER AND TOWN OF BERTHOUD

This 2025 Statement of Work and Budget Agreement, Pursuant to the Municipal Law Enforcement Services Agreement between the Town of Berthoud and Larimer County (currently in effect through 2025), will be in effect from January 1, 2025, through December 31, 2025, unless superseded by a new agreement.

1.0 SCOPE OF WORK

The County, through the Sheriff's Office, will provide the services of one (1) full-time sworn sergeant, two (2) full-time sworn corporals, six (6) full-time sworn deputies, one (1) front desk deputy, two (2) Community Impact Deputies, one (1) full-time sworn investigator, and two (2) full-time sworn School Resource Officers to assist the Town with law enforcement activities as more specifically described below.

2.0 SUPERVISORS

The Sergeant will be responsible for the supervision of law enforcement and public safety operations for the Town. The Sergeant will work closely with the Town Administrator to exchange information, ensure the Sheriff is meeting expectations and is in compliance with this agreement, and to determine the needs of the Town and define priorities and goals for the Town's law enforcement activities. The Sergeant will also ensure the Town receives timely monthly reports as required under Section 1.8 of the Municipal Law Enforcement Services Agreement.

The Corporals will assist the Sergeant with the supervision of the deputies working in Berthoud and will assume the duties of the Sergeant when the Sergeant is unavailable. Further, the supervisors will supplement Town patrol coverage by performing general law enforcement duties and will cover for vacancies when practical and appropriate.

3.0 PATROL DEPUTIES

Six (6) sworn deputies will provide 24-hour coverage. The actual time periods during each day spent in providing patrol services shall be dependent upon several factors including, but not limited to, the day of the week, the time of the month, school day versus non-school day, holiday, etc. These times will not include travel time to and from Berthoud. The County is allowed to use flexible scheduling to prevent the development of patrol hour patterns. The supervisors will supplement this coverage and will fill in for vacancies, when practical. When vacancies are not able to be covered with contract deputies or a supervisor, and during the hours outside of this agreement, calls for service will be handled by regular on-duty Sheriff's deputies in the same manner and level as they cover unincorporated areas of the County.

Contracted patrol services shall include, but not be limited to, the following: enforcement of Colorado state statutes and county and municipal ordinances; general traffic enforcement; business checks by foot patrol or by vehicle; vacation checks of private residences (as requested); development and maintenance of crime prevention programs for commercial and residential use; investigation of traffic accidents; and investigation of criminal offenses.

4.0 COMMUNITY IMPACT DEPUTIES

The Community Impact Deputies will be sworn deputies and are expected to work a variety of different hours. The actual time periods during each day will be focused on problem solving methods/projects that the Deputies will be working on. The methods/projects include community interaction/engagement, traffic safety enforcement, project design/implementation to target high crime areas. These deputies may also be used to help with regular staffing in the town due to illnesses or vacations.

5.0 DESK DEPUTY

The Desk Deputy is expected to work normal business hours and be in the office most of the time. Duties include being available in the office to answer citizen and town employee questions, take walk-in and phone reports, VIN checks, and other duties as appropriate for the position. The Desk Deputy may be required to work outside normal business hours and days in order to meet the needs of the Town and the Sheriff's Office.

6.0 INVESTIGATOR

The Sheriff's office will assign Investigators out of the Investigations Unit to work on town specific cases averaging 160 hours per month). The Investigator will be expected to spend time in the town and assist with crime prevention efforts as needed.

7.0 SCHOOL RESOURCE OFFICER(S)

The School Resource Officer's primary function, during the school year, will be working in the Berthoud Schools to provide law enforcement services and security within the schools. During the summer and non-school days, the School Resource Officer(s) will supplement Town patrol coverage by performing general law enforcement duties and will cover for vacancies when practical and appropriate.

8.0 CONTRACT WORK HOURS

In general, full-time sworn positions provide 171 hours of service. Patrol training, court, and benefit time are included in the monthly hours.

From January 1, 2025, through December 31, 2025, the Larimer County Sheriff's Office will provide 342 hours of supervisor time, 1026 hours of general patrol service, 160 hours of investigative services, and 340 hours of School Resource services per month within the corporate limits of the Town.

Extra hours worked in any month will be applied to any month where the number of hours worked does not total the contract requirement.

9.0 CHANGES TO LEVEL OF SERVICE

Changes to the level of services requested, including temporary or emergency staffing needs will be provided as set forth in Section 2 of the Municipal Law Enforcement Services Agreement.

10.0 BUDGET/COSTS FOR SERVICES PROVIDED

Costs for Berthoud 2025										
	Sergeant	Corporals (2)	Deputies (7)	Desk Deputy	SROs (2) .5+*	Investigator	Other	TOTAL	Add'l CID	TOTAL w/Add'l CID
Salary (wages + full benefits)	171,239	302,345	977,319	139,617	167,540	151,172	-	1,909,232	139,617	2,048,849
Overtime	10,000	10,000	70,000	-	5,000	5,000	-	100,000	5,000	105,000
Vehicle – Full equipped w/o radio	-	-	-	-	-	35,000	-	35,000	70,000	105,000
Vehicle Lease (fuel, maint., etc.)	11,553	26,683	109,524	-	8,677	13,341	-	169,779	15,646	185,425
Equipment/Clothing	-	-	-	-	-	-	-	-	19,812	19,812
Equipment Replacement Cost	5,500	11,000	38,501	4,035	5,500	5,039	-	69,576	5,500	75,076
Administrative Costs (computer, network, cell phones, etc.)	5,629	11,258	39,404	3,699	5,629	5,854	4,416	75,889	5,629	81,518
LCSO Overhead Costs	5,366	10,732	37,561	5,366	5,366	5,366	-	69,756	5,366	75,122
LCSO Insurance Costs	6,623	13,245	46,358	6,623	6,623	6,623	-	86,093	6,623	92,716
Copy Machine Rental	-	-	-	-	-	-	2,014	2,014	-	2,014
Bicycle Maintenance	-	-	-	-	-	-	300	300	-	300
*Larimer County Indirect Cost (10.87% of salary and benefits)	19,701	33,952	113,844	15,176	18,755	16,976	-	218,404	15,720	234,123
Total with Larimer County Indirect Costs	235,611	419,215	1,432,510	174,516	223,090	244,371	6,730	2,736,043	288,913	3,024,956

Training, Court, and benefit time are included in the monthly hours. Typical overtime costs are included in the yearly costs, but significant incidents/events may not be (see section 2.8 & 2.9 of the Municipal Law Enforcement Agreement for details)

Equipment replacement costs include cost of Axon (Body worn cameras)

Positions will typically not be covered when the contract officer is out of service due to training, court, or benefit time; unless it can be done with existing contract officers/supervisor.

*This cost is the Town's share of the SRO position. Thompson School District covers 50% of the costs for the SRO for the School year. Berthoud covers the other half, plus the costs for the summer months.

	Quarterly Payments	Qrtly Pymts w/Add'l CID
Jan – Mar	\$684,011	\$756,239.05
Apr – Jun	\$684,011	\$756,239.05
Jul – Sept	\$684,011	\$756,239.05
Oct – Dec	\$684,011	\$756,239.05

**2025 STATEMENT OF WORK AND BUDGET AGREEMENT
BY AND BETWEEN
COUNTY OF LARIMER AND TOWN OF BERTHOUD**

IN WITNESS WHEREOF, the Town of Berthoud, by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Larimer, by the Board of County Commissioners, has caused these presents to be subscribed by the Larimer County Sheriff and the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Deputy Clerk of said Board, all on the day and year first above written.

TOWN OF BERTHOUD

ATTEST

Mayor Date

Town Clerk Date

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY

ATTEST

Chair Date

Deputy Clerk Date

SHERIFF

APPROVED AS TO FORM

Larimer County Sheriff Date



Senior County Attorney Date

1/9/2025

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	January 28, 2025
Agenda Title/Subject:	Metro District Policy Review
Type of Item:	Regular Item
Presented by:	Chris Kirk

ATTACHMENTS:

- Metro District Service Plan Policy
- Master Intergovernmental Agreement (IGA)

BACKGROUND:

In April 2023, the Town Board adopted a Metro District Service Plan Policy and associated documents (attached) to guide prospective developers, and the Town Board, during the development and review of proposed Metro District Service Plans. In general, the Policy was intended to address the following concerns expressed by the Board and the community.

- Approving Metro District formation or Service Plan Amendments without clearly understanding what the development is intended to look like.
- Transparency in the process for new property buyers, especially regarding understanding future financial obligations that property owners may be responsible for.
- Possible lack of citizen representation on future district boards responsible for managing a district or its debt.
- Metro Districts being formed to only pay for limited, or basic, public services, without providing a higher level of amenity than may be required under Town code.
- The amount of total property tax levies imposed on future property owners.
- Districts being unable to fund property and landscape maintenance during early phases of development.

Only one Service Plan has been submitted and approved since the adoption of the Policy. More specifically, the Legacy Park Metro District was created in 2024. During the review of the Legacy Park Service Plan, several Town Board members expressed concern about the application of the new Policy.

At the January 28, 2025, Regular Board Meeting, staff will provide a presentation on the adopted Policy. It is expected that discussion will take place regarding the unique aspects of the Policy and if their application is delivering the intended results to address community and Board concerns regarding District formation.

UPDATE/NEXT STEPS:

Provide direction to Town Staff as needed to amend the adopted Policy

FISCAL IMPACT AND FUND SOURCE:

There is no direct fiscal impact associated with this item.

COMMUNITY TOUCHSTONES:

Having a clear and effective Metro District policy will allow the community, the Board, and developers a clear expectation for how to be build a *sustainable* and *resilient* community using Metro Districts as a tool.

RECOMMENDED ACTION(S):

PROVIDE DIRECTION TO STAFF

TOWN OF BERTHOUD POLICY FOR REVIEWING SERVICE PLANS FOR METROPOLITAN DISTRICTS

Introduction.

This policy establishes the criteria, guidelines, and processes to be followed by Town Board and Town staff in considering service plans for the organization of metropolitan districts or amendments to those plans ("Policy"), as provided in Colorado's Special District Act in Article 1 of Title 32 of the Colorado Revised Statutes (the "Act"). The Act provides that metropolitan districts are quasi-municipal corporations and political subdivisions of the state of Colorado ("District") that can be organized within the boundaries of a municipality provided the municipality's governing body approves by resolution the proposed service plan for the District. Under the Act, the service plan constitutes the document that delineates the specific powers and functions the District can exercise, including the facilities and services it can provide, the taxes it can impose and its permitted financial arrangements (the "Service Plan"). The Act requires Districts to conform to their Service Plans. "Material modifications" to service plans may be enjoined through court suits brought by the Town or other interested parties.

Section 1 – Policy Objectives and Statements.

- 1) This Policy generally supports the formation of a District if it is in the best interests of the area to be served and helps to further the development policies of the Town, as articulated in the Comprehensive Plan, Development Code, development guidelines and other overlay codes as adopted by the Board.
- 2) A District, when properly structured, can enhance the quality of development in the Town. The Town is receptive to District formation that provides public benefits which could not be practically provided by the Town or another existing public entity, within a reasonable time and on a comparable basis. It is not the intent of the Town to create multiple entities which would be construed as competing or duplicative.
- 3) *The approval of a District Service Plan or Service Plan Amendment for existing Districts is at the sole discretion of Town Board*, which may reject, approve, or conditionally approve Service Plans on a case-by-case basis. Nothing in this Policy is intended, nor shall it be construed, to limit this discretion of Town Board, which retains full authority regarding the approval, terms, conditions, and limitations of all Service Plans subject only to the terms of the Act.
- 4) The Town wishes to require a high standard of use for Districts thereby limiting their use to situations that provide a true public benefit. An applicant project is expected to deliver extraordinary benefits across four or more of the objectives described in Section 1.E. of this Policy.

- 5) It is the intent of the Town that owner/resident control of Districts occur as early as feasible. Service Plans should include governance structures that encourage and accommodate this. Control Districts (also known as “service” or “managing” Districts), without resident representation on the Board of the Control District, that allow developers to control the other Districts that provide the tax revenues (known as “financing” or “taxing” districts) beyond the time needed to repay the issued debt, are prohibited. The use of districts controlled by members of the District Board of Directors who are employed by, owners or principals of, or otherwise affiliated with the developer/proponent of the Service Plan during the period that District debt is being repaid shall be considered on a case by case basis and approved only upon a showing of genuine necessity for the control district structure. Applicants are also encouraged to have a President of the Board of Directors of the control district who is an eligible elector of both the control district and one of the financing or taxing districts, and applications for approval of Service Plans that include having such a President within a fixed time period will be regarded as supporting a finding of “genuine necessity” for the control district structure.

Section 2 – Evaluation Criteria

- 1) Prior to considering any proposed Service Plan, or Service Plan Amendment for existing Districts which modifies the total mill levies or debt limitations of a District, a Neighborhood Master Plan (“NMP”) must be approved by the Board as outlined in the Town’s Municipal Code Section 30-6-106. This requirement applies to all properties regardless of underlying zoning, including those properties that have an approved Planned Unit Development (“PUD”). The intent of the NMP process is to outline street and utility infrastructure needs, traffic improvements, open space amounts and locations, park amenities and locations, trail networks, land use types and locations, and other items of significance that may provide benefit to the public and the residents of the District. Other issues such as architectural standards and landscaping standards unique to the development may be incorporated in the NMP but are not required.
- 2) Following approval of an NMP, the Town will evaluate any proposed District and its Service Plan based on the District’s ability to deliver public benefits through extraordinary development outcomes. The District applicant must provide a “Public Benefits Narrative” which outlines and explains how the proposed District will deliver public benefits through extraordinary development by addressing “Environmental Sustainability” and “Smart Growth Management” as outlined below, as well as two additional focus areas for a minimum total of FOUR of the following focus areas:
 - a. Environmental Sustainability: Development of public improvements that deliver or facilitate the delivery of specific and measurable environmental outcomes, including but not limited to: reduction of Green House Gases (“GHG”); conservation of water or energy; encourage multimodal transportation; enhance community resiliency – against future environmental events (e.g., flooding, drought, etc.); increase renewable energy capacity; and/or deliver other environmental outcomes as approved by the Town Board.
 - b. Critical Public Infrastructure: Development of public improvements that address or facilitate

addressing significant infrastructure challenges previously identified by the Town, either within or proximate to the District, whether such improvements address a locally-significant challenge or a Town-wide challenge. Examples of a public improvement that constitutes “Critical Public Infrastructure” include water and sewer treatment plants that were constructed to serve the development project where the proposed Districts are located, but which will be owned and operated by the Town and can be expanded to serve areas outside the Districts’ Service Area.

- c. Smart Growth Management: Development of public improvements that deliver or facilitate the delivery of specific design components that: increase the density of development within portions of the District; establish, enhance or address the walkability and pedestrian friendliness of the District; increase the availability of transit and/or multimodal oriented facilities; create compelling public spaces; and encourage mixed-use development patterns.
- d. Affordable Housing: Deliver or facilitate the delivery of additional affordable housing units at the Town’s defined level of Area Median Income (“AMI”) or below. The Town defines Affordable Housing as units affordable to a household earning below 80 percent of AMI.
- e. Workforce Housing: Deliver or facilitate the delivery of workforce housing units in the Town’s defined range of AMI. For purposes of this policy, Workforce Housing units shall be defined as units affordable to a household earning between 80 percent and 120 percent of AMI.
- f. Infill/Redevelopment: Enable the infill or redevelopment of property within the Town, especially when such development is consistent with Town Plan.
- g. Economic Health Outcomes: Enable delivery of specific and measurable economic outcomes, such as: job growth; retention of an existing business; and/or construction of a missing economic resource.
- h. Emergency Services: Meeting challenges for the provision of emergency services previously identified by the Town. This includes financing the acquisition or donation of land for facilities that will house emergency vehicles and equipment such as fire stations. Preference will be given for Service Plans that facilitate the construction of fire stations that will improve the Town’s Insurance Services Office (ISO) rating.
- i. Water Supply and Storage: Acquiring a stable and adequate supply of water sufficient to meet the needs of development within the Districts in an environmentally friendly manner that encourages water conservation and reuse.

3) To provide the Town Board with information and an assessment consistent with this Policy, staff will

also review and report on all District proposals in the following areas:

- a. Financial Assessment: All District proposals are required to submit a Financial Plan to the Town for review. Utilizing the District's Financial Plan, and other supporting information which may be necessary, the Town will evaluate a District's debt capacity and servicing ability. This review may be performed by an independent financial firm and the cost of this review will be the sole responsibility of the District Applicant.
- b. Policy Evaluation: All proposals will be evaluated by Town staff against this Policy and a recommendation to approve or deny the request will be made by Town staff to the Board.

Section 3 – Application Process

- 1) Process Overview: The application process is designed to provide early feedback to an applicant, adequate time for a comprehensive staff review, and the appropriate steps and meeting opportunities with decision makers.
- 2) Letter of Interest: An applicant will provide Town with a Letter of Interest and pay the Letter of Interest fee (refer to fees below). This Letter of Interest may be submitted and considered in parallel with the approval process required for an NMP. The Letter of Interest shall contain the following:
 - a. Summary narrative of the proposed development as required in Section 2.B of this policy.
 - b. District proposal and Service Plan specifics, including: District powers and purpose; District infrastructure and costs; mill levy rate (both debt and, operations and maintenance); term of District from formation until dissolution or consolidation; forecasted period of build-out; proposed timeline for formation; and current development status of project.
- 3) Preliminary Staff Meeting with Applicant: Based on an initial review of the Letter of Interest, staff shall meet with the applicant to discuss the District proposal, potential public benefits, initial staff feedback, the evaluation process, fees, and other application elements.
- 4) Formal Application and Service Plan Submittal: After considering any comments made by Town staff in the Preliminary Staff Meeting the applicant may submit a formal application for consideration including the Public Benefits Narrative, the Service Plan and any associated financial plans, and any proposed intergovernmental agreements between the District and the Town.
- 5) Formal Staff Review: An interdisciplinary staff team will review the applicant submittal along with any follow-up documentation that is requested to assess the application according to State Statute, this Policy, and other applicable Town policy. Applicants should expect several rounds of feedback and review from Town staff.
- 6) Public Hearing Notice: The Service Plan Applicant must cause a written notice of the public hearing to be mailed by first-class mail to the following: (1) all fee title owners of real property within the

boundaries of the proposed District(s) and of any future inclusion area proposed in the Service Plan and (2) all fee title owners of real property located within any proposed extraterritorial "Service Area" located outside the boundaries of the Districts. Such notice shall be mailed no later than thirty (30) days before the scheduled hearing date. A notice shall also be published once in a newspaper of general circulation in the Town no later than thirty (30) days before the scheduled hearing date. The mailed and published notices shall include the following information and shall be in addition to any other statutory notices required by state law:

- a. A description of the general nature of the public improvements and services to be provided by the District;
 - b. A description of the real property to be included in the District and in any proposed future inclusion area, as well as real property located within any proposed extraterritorial Service Area, with such property being described by street address, lot and block, metes and bounds if not subdivided, or such other method that reasonably apprises owners that their property will or could be included in the District's boundaries;
 - c. A statement of the maximum amount of property tax mill levy that can be imposed on property in the District under the proposed Service Plan;
 - d. A statement that property owners desiring to have the Town Board consider excluding their properties from the District must file a petition for exclusion with the Berthoud Town Clerk's Office no later than ten (10) days before the scheduled hearing date in accordance with Section 32-1-203(3.5) of the Colorado Revised Statutes;
 - e. A statement that a copy of the proposed Service Plan can be reviewed in the Berthoud Town Clerk's Office; and
 - f. The date, time, and location of the Town Board's public hearing on the Service Plan.
- 7) Board Public Hearing: The Town Board will conduct a noticed public hearing at a regular or special Board meeting to consider a resolution approving the proposed Service Plan. This hearing will occur no later than thirty (30) days prior to the final date for filing the petition with the District Court seeking an order calling an election on the question of organizing the district.

Section 4 –Service Plan

- 1) Purpose: In addition to the requirements of the Act, a Service Plan should memorialize the understandings and agreements between the District and the Town, as well as the considerations that compelled the Town to authorize the formation of the District. The Service Plan must also include all applicable information required by the Act.
- 2) Compliance with Applicable Law: Any Service Plan submitted to the Town for approval must comply with all state, federal and local laws and ordinances, including the Act.
- 3) Eminent Domain NOT Authorized: The Service Plan shall contain language that prohibits the District

from exercising the power of eminent domain. However, the Town may choose to exercise its power of eminent domain to construct public improvements within the District in which case the District and the Town will enter into an intergovernmental agreement concerning the public improvements and funding for that use of eminent domain.

- 4) Maximum Mill Levies: The maximum amount of requested mill levy for both debt service, and operations and maintenance, shall be consistent with State statutes.
- 5) Debt Term Limit: A District shall be allowed no more than forty (40) years for the levy and collection of taxes used to service debt unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding is for one or more of the purposes authorized in C.R.S. Section 11-56-104. The forty-year period shall be measured from the date that the District first issues debt.
- 6) District Dissolution: Perpetual Districts shall not be allowed except in cases where ongoing operations and maintenance are required. Except where ongoing operations and maintenance has been authorized, a District must be dissolved as soon as practical upon:
 - a. The payment of all debt and obligations; and
 - b. The completion of District development activity; or
 - c. A period of five or more years without substantial development activity in any of the Districts governed by the Service Plan. The requirement in this Section 4F may be extended or altered upon a majority vote of the Town Board of Trustees.
- 7) District Fees: All impact fees, development fees, service fees, and any other fees must be identified with particularity in the District Service Plan.
- 8) Notice Requirements: The Service Plan shall require that the District use all reasonable efforts to ensure that all developers of the property located within the District provide written notice to all purchasers of property in the District and any proposed future inclusion area (as well as the purchasers of property located within any extraterritorial Service Area outside the boundaries of the District) regarding the District's existing mill levies, its maximum debt mill levy, any District fees identified in the Service Plan pursuant to Section 4.G, as well as a general description of the District's authority to impose and collect rates, fees, tolls and charges. The form of notice shall be filed with the Town prior to the initial issuance of the debt of the District imposing the mill levy and shall be substantially in the form of **Exhibit A** attached hereto and incorporated by reference.
- 9) Annual Report: The Service Plan must obligate the District to file an annual report not later than September 1 of each year with the Town for the year ending the preceding December 31. Details of the Annual Report are to be included in the Service Plan and will be in addition to any requirements in State statutes.
- 10) Service Plan Requirements: In addition to all other information required in a Service Plan by the Act,

a Service Plan must include the following:

- a. Financial Plan: The Service Plan must include debt and operating financial projections prepared by an investment banking firm or financial advisor qualified to make such projections. The financial firm must be listed in the Bond Buyers Marketplace or, in the Town's sole discretion, other recognized publication as a provider of financial projections. The Financial Plan must include debt issuance and service schedules and calculations establishing the District's projected maximum debt capacity (the "Total Debt Limitation") based on assumptions of: Projected Interest Rate on the debt to be issued; Projected Assessed Valuation of the property within the District; and Projected Rate of Absorption of the assessed valuation within the District. These assumptions must use market-based, market comparable valuation and absorption data.
- b. Total Debt Limitation: The total debt authorized in the Service Plan must not exceed 100% of the projected maximum debt capacity as shown in the Financial Plan.
- c. Administrative, Operational and Maintenance Costs: The Financial Plan must also include foreseeable administrative, operational and maintenance costs and a plan that demonstrates the District's ability to sufficiently maintain any improvements made and owned by the District for the life of the District. The Service Plan shall also include a Funding and Reimbursement agreement between the Developer and the District that obligates the Developer to fund needed maintenance and operations of the District until such time as the District is financially able to maintain and operate the District.
- d. Public Improvements and Estimated Costs: Every Service Plan must include, in addition to all materials, plans and reports required by the Act, a summary of public improvements to be constructed and/or installed by the district (the "Public Improvements"). The description of these Public Improvements must include, at a minimum:
 - i. A map or maps, and construction drawings of such a scale, detail and size as required by the Planning Department, providing an illustration of public improvements proposed to be built, acquired or financed by the District. The NMP may serve this purpose if sufficient detail is provided; and
 - ii. A written narrative and description of the public improvements; and
 - iii. A general description of the District's proposed role with regard to the same.

Due to their preliminary nature, the Service Plan must indicate that the Town's approval of the Public Improvements shall not bind the Town, its boards and commissions, and Town Board in any way relating to the review and consideration of land use applications within the District. Applicants will be expected to show the differing costs and consequent debt service requirements for different levels of amenities and Public Improvements within the Districts.

The Service Plan must provide that except in cases in which the Districts will receive aid from a governmental agency or purchase through the state purchasing program, a notice shall be published for bids on all construction contracts for work or material, or both, involving an expense of sixty thousand dollars or more of public moneys. The Districts may reject any and all bids, and, if it appears that the Districts can perform the work or secure material for less than the lowest bid, they may proceed to do so. No contract for work or material including a contract for services, regardless of the amount, shall be entered into between one or more Districts and a member of the boards of any of the Districts or between one or more Districts and the owner of twenty-five percent or more of the territory within any one of the Districts unless a notice has been published for bids and such member or owner submits the lowest responsible and responsive bid. In the event that applicable Colorado law imposes a more restrictive standard for bidding construction contracts or for contracts between members of the board and the Districts or the owners of property and the Districts, the more restrictive standard shall apply. In the event that applicable Colorado law imposes a less restrictive standard, the requirements of this Policy shall continue to apply.

- e. Intergovernmental Agreement: As a condition of final approval of any Service Plan by the Town Board of Trustees, the Districts must execute a Master Intergovernmental Agreement with the Town of Berthoud substantially in the form attached hereto as Exhibit B. Any other intergovernmental agreement which is required or known at the time of formation of the District to likely be required, to fulfill the purposes of the District, must be described in the Service Plan, along with supporting rationale. The Service Plan must provide that execution of intergovernmental agreements which are likely to cause substantial increase in the District's budget and are not described in the Service Plan will require the prior approval of Town Board.
- f. Extraterritorial Service Agreement: The Service Plan must describe any planned extraterritorial service agreement. The Service Plan must provide that any extraterritorial service agreement by the District that are not described in the Service Plan will require prior approval of Town Board.
- g. Tree Replacement Policy: The Service Plan for any metropolitan district that will have park and recreation powers under the Act must include a provision for the mandatory replacement of trees located on District owned or operated property and facilities. The District shall be required to replace trees or shrubs when 40% or more of the plant is dead or is succumbing to a disease that is likely fatal in the short term. Final determinations about the condition of a tree or shrub shall be made by the forester employed or retained by the Town to administer the Town's urban forest.
- h. Public Access to Facilities and Improvements. The Service Plan shall include a provision that all public facilities to be financed, constructed, maintained, and operated by the Districts such as golf courses, parks, and recreation centers must be open and accessible to all members of the public including residents of the Town of Berthoud who do not reside

within the Districts and persons who do not reside within the Town. Notice informing the public that the facility is open to all must be posted at or near the entry of the facility in a prominent place and in a type face that is easily readable. Nothing in this Policy shall be construed to prohibit the imposition of a fee or charge for the use of the facilities that is reasonably related to the cost of providing services through the facility. A higher fee may be imposed upon non-residents of the Town or upon residents of the Town who do not reside within the Districts and who do not pay ad valorem taxes to the Districts. Any differential fee imposed upon non-residents of the Districts must be reasonably proportional to the additional tax burden imposed upon residents of the Districts to pay for the financing, construction, maintenance, and operation of the facilities. The posted notice described in this Section 4-6 must also include a description of any differential fee that is imposed upon non-residents of the Town or upon residents of the Town who do not reside within the Districts and the basis upon which the additional fee is calculated, along with a detailed description of how the fee may be paid upon entry and a commercially reasonable method to pay the fee by cash, credit card, or other electronic method of payment.

Section 5 – Fees

- 1) No request to create a Metro District shall proceed until the fees set forth herein are paid when required.
 - a. Letter of Interest Submittal Fee: A Letter of Interest is to be submitted to the Town's Community Development Department and a non-refundable \$2,500 fee shall be paid at the time of submittal of the Letter.
 - b. Application Fee: An application along with a draft Service Plan is to be submitted to the Town's Community Development Department and a \$7,500 non-refundable fee. In addition to the non-refundable fee, the applicant must enter into an MOU with the Town regarding payment of Town expenses for review, and submit a \$7,500 deposit towards the Town's review expenses..
 - c. Other Expenses: The applicant for a District shall pay all reasonable consultant, legal, and other fees and expenses incurred by the Town in the process of reviewing the draft Service Plan or amended Service Plan prior to adoption, documents related to a bond issue and such other expenses as may be necessary for the Town to incur to interface with the District. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses.
 - d. Service Plan Amendment Fee: If a proposed amendment to a Service Plan is submitted to the Town's Community Development Department, it should be submitted with a non-refundable \$2,500 fee along with a \$2,500 deposit towards the Town's other expenses and shall be paid at the time of submittal of the application and draft amended Service Plan.

Section 6—Continuing Oversight by the Town.

It is the Town's intention to exercise oversight of Districts following approval of their Service Plans to the maximum extent permitted by Colorado law. Toward that end, the Town will designate a member or members of staff to act as a liaison between the Town and its residents and all Districts within the boundaries of the Town. This individual shall review the annual report provided for in Section 4I. and shall evaluate compliance of the Districts with the Service Plan, including without limitation the Financing Plan. The staff member shall also be available to answer inquiries from the public about the Districts and to direct interested persons to available sources of information regarding the Districts. Representatives of the Districts shall be expected to meet with the staff liaison on an as-needed basis and no less than annually.

**MASTER
INTERGOVERNMENTAL
AGREEMENT**

**TOWN OF BERTHOUD AND
_____METROPOLITAN DISTRICT NOS. ___, ___, and ____**

**MASTER INTERGOVERNMENTAL AGREEMENT
TOWN OF BERTHOUD AND
METROPOLITAN DISTRICT NOS. __, __, AND __**

This Master Intergovernmental Agreement (“Master IGA”) is entered into this ____ day of ____, 20__ by and between the Town of Berthoud (“Town”), a statutory town and political subdivision of the state of Colorado, and _____ Metropolitan District Nos. ____, ____, and ____, quasi-municipal corporations and political subdivisions of the state of Colorado (“Districts”) (collectively, the Town and the Districts are referred to as the “Parties”).

RECITALS

The Districts were organized by order and decree of the (Larimer) (Weld) County District Court for the purpose of financing, constructing, installing, and acquiring public infrastructure to support development within the boundaries of the Districts.

- A. As required by the Special District Act, section 32-1-101 et seq, C.R.S., and the Town of Berthoud Policy for Reviewing Service Plans for Metropolitan Districts, the Districts have submitted a Service Plan which was approved by Resolution No. _____ of the Town of Berthoud Board of Trustees on ____, 20__ (Service Plan). The Service Plan reflects current capital development and financial projections for the Districts on a consolidated basis. The Council's approval of the Service Plan and the organization of the Districts was conditioned on the Districts entering into this Master Intergovernmental Agreement, which sets forth, among other things, the parameters of the Districts' authority to finance and construct public improvements.
- B. The constitution and laws of the State of Colorado permit and encourage cooperative efforts by local governmental entities to make the most efficient and effective use of their powers, responsibilities and resources. Due to the fact that the Districts' boundaries are entirely located within the Town limits, and the Town provides municipal services within the Districts' boundaries, the limitations and restrictions on the exercise by the Districts of the powers and duties granted to them under the Special District Act are appropriate and necessary to protect the health, safety and welfare of the residents and citizens of the Town.

COVENANT

THEREFORE, in consideration of these mutual promises, which are acknowledged to be sufficient consideration, the Parties collectively agree, and covenant as follows:

**ARTICLE I
DEFINITIONS**

1.01 Defined Terms. Unless the context expressly indicates to the contrary, the following words when capitalized in the text shall have the meanings indicated:

Agreement: This Master Intergovernmental Agreement and any Amended or Supplemental versions.

Bonds: Bonds, refunding bonds, notes, certificates, debentures, contracts or other evidence of indebtedness or borrowing incurred by the Districts pursuant to law.

Business Days: The days of Monday through Friday during the week, exclusive of any holiday recognized by the United States government or the state of Colorado.

Code: The Municipal Code of the Town of Berthoud, as amended.

Control District: A title 32 metropolitan district, also known as a “service” or “managing” district, that is controlled by a majority of members of the District Board of Directors who are employed by, owners or principals of, or otherwise affiliated with the developer/proponent of the Service Plan. A Control District allows the developer to control the Resident Districts, also known as Taxing or Finance Districts, that provide tax revenues to service debt issued by the Control District pursuant to an intergovernmental agreement between the Control District and the Resident Districts.

C.R.S.: the Colorado Revised Statutes, as amended.

Development Exactions: The fees and charges imposed by the Town under the Town Regulations on development, including per unit charges for capital plant investment, such as System Development Fees.

District: The _____Metropolitan Districts Nos __ through _____, as described in the Service Plan.

District Fees: The fees, rates, tolls, and charges imposed by the Districts pursuant to law.

Facilities: The infrastructure prescribed by the Town Requirements necessary to furnish Municipal Services to the Project, and any other public improvements permitted to be constructed by the Districts, as further identified in the Service Plan.

Financial Plan: The Financial Plan required by Section 4 J 1. of the SDP and designated as Exhibit _ to the Service Plan.

Municipal Services: Water and wastewater, stormwater drainage and detention, parks and recreation, transportation and street maintenance, general administrative services including code enforcement and any other service provided by Town within the municipality under its police powers.

Plans: The plans, documents, drawings and specifications prepared by or for the Districts for construction, installation or acquisition of any of the Facilities.

Project: The existing and planned development within the boundaries of the Districts and their Service Area, as defined in the Service Plan.

Records: The public records of the Larimer and Weld County Clerk and Recorders.

Resident District: A title 32 metropolitan district which has “eligible electors” who are not employed by, owners or principals of, or otherwise affiliated with the developer/proponent of the Service Plan and who reside within the boundaries of the district.

SDP: The Town of Berthoud Policy for Reviewing Service Plans for Metropolitan Districts, adopted by Resolution 20__ and amended from time to time.

Service Plan: The Amended and Restated Service Plan for the Districts approved by Town Board of Trustees Resolution 20__-____ on _____, 20__.

Special District Act: Article 1, Title 32, C.R.S., otherwise cited as section 32-1-101 et seq, C.R.S.

System Development Fees: The charges imposed by Town under Town Regulations as a condition to the right to connect to the municipal water and wastewater system, for the purpose of recovering the Town's pro rata capital cost of water or wastewater facilities dedicated to serving those who connect.

Town: The Town of Berthoud, a statutory town and political subdivision of the state of Colorado.

Town Regulations: The ordinances, resolutions, rules and regulations of the Town, including the Code and the provisions of all zoning, subdivision, public works and building codes, as the same may be amended from time to time, applied on a Town-wide basis. Reference to Town Regulations shall mean the Town Regulations in effect at the time of application.

Town Requirements: Collectively, (i) the Code, (ii) Town Regulations, and (iii) obligations imposed through approved plats, site plans, and subdivision improvement agreements to allow for the uses permitted and densities required of development within the Project.

Certain other terms are defined in the text of the Agreement and shall have the meaning set forth in the text.

1.02 Cross-Reference. Any reference to an Article or Section number, with or without further description, shall mean such Section or Article in this Agreement.

ARTICLE II

FACILITIES DEVELOPMENT AND MAINTENANCE

2.01 Construction of Facilities. The Districts shall have the authority to construct and finance the Facilities. The Facilities shall be constructed pursuant to the standards and procedure set forth in the Service Plan and the Town Requirements.

2.02 Ownership and Maintenance. Except as provided in the Service Plan or as otherwise allowed by the Town Requirements, the Districts shall convey the Facilities to the Town for operation and maintenance by the Town. Upon acceptance of the Facilities, the Town shall operate, maintain, and/or replace the Facilities, in order to provide Municipal Services to the Project. However, this Agreement shall not restrict the Town from conveying the facilities to a regional service authority or other governmental or quasi-governmental agency or authority, provided that the conveyance shall not affect the validity or tax-exempt status of any Bonds issued to finance the Facilities. The Districts shall be explicitly authorized to operate and maintain any Facilities not conveyed to and accepted by the Town.

2.03 Public Access to Facilities and Improvements. The Service Plan shall include a provision that all public Facilities to be financed, constructed, maintained, and operated by the Districts such as golf courses, parks, and recreation centers must be open and accessible to all members of the public including residents of the Town of Berthoud who do not reside within the Districts and persons who do not reside within the Town. Notice informing the public that the facility is open to all must be posted at or near the entry of the facility in a prominent place and in a type face that is easily readable. Nothing in this Agreement shall be construed to prohibit the imposition of a fee or charge for the use of the facilities that is reasonably related to the cost of providing services through the Facility. A higher fee may be imposed upon non-residents of the Town or upon residents of the Town who do not reside within the Districts and who do not pay ad valorem taxes to the Districts. Any differential fee imposed upon non-residents of the Districts must be reasonably proportional to the additional tax burden imposed upon residents of the Districts to pay for the financing, construction, maintenance, and operation of the Facilities. The posted notice described in this Section 2.03 must also include a description of any differential fee that is imposed upon non-residents of the Town or upon residents of the Town who do not reside within the Districts and the basis upon which the additional fee is calculated, along with a detailed description of how the fee may be paid upon entry into the Facility and a commercially reasonable method to pay the fee by cash, credit card, or other electronic method of payment.

2.04 Bidding Requirements. Except in cases in which the Districts will receive aid from a governmental agency or purchase through the state purchasing program, a notice shall be published for bids on all construction contracts for work or material, or both, involving an expense of sixty thousand dollars or more of public moneys. The Districts may reject any and all bids, and, if it appears that the Districts can perform the work or secure material for less than the lowest bid, they may proceed to do so. No contract for work or material including a

contract for services, regardless of the amount, shall be entered into between one or more Districts and a member of the boards of any of the Districts or between one or more Districts and the owner of twenty-five percent or more of the territory within any one of the Districts unless a notice has been published for bids and such member or owner submits the lowest responsible and responsive bid. In the event that applicable Colorado law imposes a more restrictive standard for bidding construction contracts or for contracts between members of the board and the Districts or the owners of property and the Districts, the more restrictive standard shall apply. In the event that applicable Colorado law imposes a less restrictive standard, the requirements of this Policy shall continue to apply as a matter of contract.

ARTICLE III DEVELOPMENT FEES

3.01 Charges by the Districts. The Districts shall have no right to impose system development fees or development impact fees without the express permission of the Town.

ARTICLE IV BOND ISSUANCE

4.01 Bonds. The Districts shall only issue Bonds in accordance with the requirements of the Service Plan, the Special District Act, and other requirements of the laws of the state of Colorado and the United States.

4.02 Benefit/Burden Test. Any Bond issued by any District shall meet the constitutional requirement that the burden imposed by the debt service mill levy shall be roughly proportional to the benefit received by properties within the District from the Facilities financed through the Bond. In the event of a change in the law governing this constitutional principle, the Districts shall continue to be governed by this Section 4.02 as a matter of contract law.

4.03 Control Districts. The use of Control Districts is governed by this Agreement and Section 1 E. of the SDP. As is provided in the Resolution of the Town Board of Trustees approving the Service Plan, the Parties agree that a Control District or Districts (may) (may not) be employed. [TO BE USED IF THE CONTROL DISTRICT STRUCTURE IS ALLOWED: The Control District(s) may only be in place during the period while any District debt that is permitted under the SDP and the Service Plan is outstanding. After that period, any remaining Control Districts must either be dissolved, or a majority of the Board of Directors must be composed of eligible electors who are not employed by, owners or principals of, or otherwise affiliated with the developer/proponent of the Service Plan and who reside within the boundaries of the District. The transition to resident control must take place no later than the first regular election after the District debt has been paid. The Parties further agree that as of the first regular District election after the date that any Resident District has any eligible elector or electors who are not employed by, owners or principals of, or otherwise affiliated with the developer/proponent of the Service Plan and who reside within the boundaries of the District, the

Board President of both the Control District and any related Resident District shall be an individual who is an eligible elector of both the Control District and the Resident District and who is not employed by, an owner or principal of, or otherwise affiliated with the developer/proponent of the Service Plan and who resides within the boundaries of the Control District or the Residential District.

ARTICLE V

SERVICE PLAN COMPLIANCE

5.01 Generally. The Service Plan contains certain responsibilities, restrictions, covenants and duties which are not set forth in this Agreement. Performance of the Service Plan by the Districts is an implied covenant of this Agreement, for which the default provisions and remedies of section 8.04 shall be applicable in the same manner as if expressly set forth in this Agreement.

5.02 Service Plan Amendment. The authority given to the Districts under the terms of the Service Plan and this Agreement is given by the Town in reliance upon certain development and financial assumptions and projections set forth in the Financial Plan that is part of the Service Plan. Although the assumptions and projections are based upon the best information available at the time that the Service Plan was approved, those assumptions and projections may prove to be materially inaccurate. Accordingly, any material departure or deviation from the assumptions and projections in the Financial Plan shall be deemed to be a “material modification” of the Service Plan, requiring the Districts to submit a Service Plan amendment to the Town for approval pursuant to the terms of the Special District Act and SDP. Failure to submit such an amendment shall enable the Town to employ all available remedies under the Special District Act to prevent or rectify a “material modification” of a service plan, in addition to the remedies set forth in Section 8.04 of this Agreement.

ARTICLE VI

ANNUAL REVIEW

6.0 Town Review. Annually no later than the date Districts are required to submit the annual report under the SDP, the Districts shall furnish to Town an accounting of all actual revenues and expenses, and accumulated reserves for the preceding calendar year, in substantially the same format as the Financial Plan, such that Town can compare the experience of the Districts with the projections and assumptions in the Financial Plan. Town shall have access to Districts' financial statements, accounting records and other supporting documentation, upon written demand, and at such reasonable times, for the purpose of auditing the financial reports submitted by Districts. Such review shall be conducted at the sole discretion of the Town.

6.1 Quinquennial Review. Completion of the requirements for annual review shall also fulfill the requirements for quinquennial review mandated by the Special District Act.

6.2 Continued Oversight. It is the Town’s intention to exercise oversight of the Districts following approval of their Service Plans to the maximum extent permitted by Colorado law. Toward that end, the Town will designate a member or members of staff to

act as a liaison between the Town and its residents and the Districts. This individual shall coordinate the Town Review provided for in paragraph 6.0 of this Agreement and shall evaluate compliance of the Districts with the Service Plan, including without limitation the Financing Plan. The staff member shall also be available to answer inquiries from the public about the Districts and to direct interested persons to available sources of information regarding the Districts. The Districts agree that their designated representatives shall meet with the staff liaison on an as-needed basis and no less than annually.

ARTICLE VII

DISCLOSURE AND NOTICE

7.0 Notice. The District(s) shall use all reasonable efforts to ensure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts and any proposed future inclusion area (as well as the purchasers of property located within any extraterritorial Service Area outside the boundaries of the District) regarding the District's existing mill levies, its maximum debt mill levy, any District Fees, as well as a general description of the Districts' authority to impose and collect rates, fees, tolls and charges. The form of notice shall be filed with the Town prior to the initial issuance of the debt of the District imposing the mill levy and shall be substantially in the form of **Exhibit A** attached hereto and incorporated by reference.

7.1 Enforcement and Continuing Obligation. The obligation to provide Notice under this Article VII shall extend to all developers and builders of property located within the Districts at the time of the initial issuance of debt and subsequently, and the right to receive Notice extends to all purchasers of property within the Districts. Pursuant to Article 8.13, this obligation shall be a covenant running with the land and may be enforced in a court of competent jurisdiction through any available remedy at law or equity.

ARTICLE VIII

LIMITATIONS ON DISTRICTS' POWERS

8.01 Restrictions on Expansion of Districts' Powers. The Parties acknowledge that the Service Plan was approved by the Town solely for the purpose of providing, acquiring, constructing, installing, completing, financing, and reimbursing for the Facilities and providing or causing to be provided the services authorized pursuant to this Agreement and described in the Service Plan, and for no other purpose. The Districts shall not undertake or perform any purpose, service or function except as stated in this Agreement and in the Service Plan or as reasonably required for the Districts to accomplish such purposes, responsibilities and obligations. The Town shall not interfere with the exercise by Districts of any of their lawful powers except as the exercise thereof is specifically limited by this Agreement and the Service Plan.

8.02 Extraterritorial Authority. Districts will not engage in any service or activity outside

the Service Area as defined in the Service Plan except as such Facility or service is expressly described in the Service Plan and is necessary to the provision of Facilities or services within their boundaries, or where the Districts have obtained express written permission of the Town.

8.03 Change of Districts' Boundaries. The Districts shall not cause any territory outside the Service Area described in the Service Plan to be included within the Districts, nor shall they cause any territory within the Service Area to be excluded entirely from the Districts' boundaries, without first obtaining Town approval, or unless the inclusion or exclusion of that territory is expressly provided for in the Service Plan.

ARTICLE IX

TOWN'S RESERVED POWERS

9.01 Generally. As a general-purpose municipal corporation with the police power, the Town adopts and administers policies, rules, and regulations, principally through the Town Regulations. The approval of the Service Plan or this Agreement shall in no manner restrict the Town Council from applying Town Regulations within the Project even though the Town Regulations may have the effect of limiting or delaying development or making development more costly to the landowner and/or Districts, provided the Town Regulations are:

- (a) A lawful exercise of the Town's police powers; and
- (b) not in express contravention of the Town Requirements, the Service Plan, or this Agreement

9.02 No Claims. The Districts shall have no legal or equitable claim against Town as a result of the Town taking or imposing any of the following actions if it is otherwise a lawful exercise of the Town's powers:

- (a) imposing new Development Exactions or increasing (or decreasing) the levels of existing Development Exactions;
- (b) exercise of the Town's right of eminent domain to acquire private properties within the boundaries of the Districts for public purposes upon the payment of just compensation therefore; and
- (c) acquisition of properties zoned for development within the boundaries of the Districts for park, recreation, open space, historic preservation, or other public purpose, pursuant to agreement with the grantor.

ARTICLE X

GENERAL PROVISIONS

10.01 Dissolution of Districts. The Districts shall be dissolved as provided for in the Service Plan and upon the occurrence of the following events:

- (a) all Facilities contemplated under this Agreement and the Service Plan have been constructed, installed, and completed;
- (b) final payment or discharge of all outstanding indebtedness of the Districts in accordance with applicable Colorado and federal law; and
- (c) adequate provision is made for ongoing operation and maintenance of the Facilities; or
- (d) There has been a period of five or more years without substantial development activity in any of the Districts governed by the Service Plan. The requirement in this Paragraph 8.01 may be extended or altered upon a majority vote of the Town Board of Trustees.

10.02 Additional Warranties. The Parties warrant that each has the right, power and authority to enter into, perform, and observe this Agreement. Districts disavow as obligations any provision of any agreement or indenture between the Districts and any other special district or among the Districts which is in contravention of the provisions of this Agreement, and Districts stipulate that any such intergovernmental agreement shall be subordinate and subject to the provisions of this Agreement.

10.03 Instruments of Further Assurance. The Town and the Districts covenant that they will do, execute, acknowledge and deliver such documents and shall cause to be done such acts and transfers as may reasonably be required for the performance of their obligations hereunder.

10.04 Default and Remedies. In the event that one Party believes that the other is in default of this Agreement, the non-defaulting party shall first notify the defaulting party in writing of the default and specify the exact nature of the default in such notice. The defaulting party shall have twenty (20) business days from its receipt of the notice within which to cure such default before the non-defaulting Party may exercise any of its remedies under this Agreement, provided that:

- (a) such default is capable of being cured;
- (b) the defaulting Party has commenced the cure within the twenty-day period; and
- (c) the defaulting Party diligently pursues said cure to completion.

If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within such period by the defaulting Party and diligently pursued to completion. In this instance where the initial corrective action could not be completed within the initial twenty-day period, if the corrective action is not completed within sixty (60) business days after the completion of the initial twenty-day corrective period, the non-defaulting Party may seek any remedy provided for in this Agreement. In addition to specific remedies provided elsewhere in the Agreement, upon default, the non-defaulting Party shall have the right to seek

any remedy at law or equity to enforce any obligation, agreement, or covenant of the defaulting Party under this Agreement, or to collect any monies then due and payable to the defaulting Party. In any such legal action, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs of suit from the other Party. In addition to any judicial remedy, the Town may withhold building permits until the default has been cured in full. The remedy of not issuing new building permits shall extend to all properties within the boundaries of the defaulting District, any contemplated inclusion area, and any portion of the District's Service Area for which extraterritorial service is provided outside the boundaries of the District.

10.05 Notices. All notices, certificates, or other communications hereunder shall be deemed sufficiently given when mailed by registered or certified mail, postage prepaid and addressed as follows:

If to the Town:	Attn: Chris Kirk (or Successor), Town Administrator
	Town of Berthoud
	807 Mountain Avenue
	Berthoud, CO 80513

If to the Districts:

10.06 No Liability of Town. Town shall have no obligation whatsoever to repay any debt or liability of the Districts, including the Bonds. The Bonds shall be obligations only of the Districts, and the full faith and credit of the Town shall in no way be employed to guarantee or secure repayment of the Bonds.

10.07 Notice of Meetings. The Districts shall submit a written notice to the Town Clerk of every regular and special meeting of the Districts' Board of Directors at least three days prior to the meeting. This requirement may only be fulfilled by a specific and separate notice of each meeting. Written notice must also be provided to the Town Clerk of the cancellation of any regular or special meeting.

10.08 Assignment. No transfer or assignment of this Agreement or of any rights hereunder shall be made by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

10.09 Amendments. This Agreement may be amended only in writing upon consent of the Parties. Amendments shall be approved by resolutions of the Town Board of Trustees and the Boards of Directors of the Districts during duly noticed meetings of those bodies.

10.11 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not render invalid or unenforceable any other provision hereof.

10.12 No Waiver. The waiver or delay in enforcement of any provision hereof shall not

constitute a waiver of any other covenant or obligation in this Agreement. A waiver shall only be deemed to have taken place upon proof of the full legal standard for waiver, which means that the waiving Party must knowingly relinquish or abandon a right or privilege hereunder.

10.13 Entire Agreement. This Agreement contains the entire agreement of the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral.

10.14 Covenant Running with the Land. This Agreement touches and concerns the land within the boundaries of the Districts, any contemplated inclusion area, and any portion of the Districts' Service Area for which extraterritorial service is provided outside the boundaries of the Districts. It is intended by the Parties to be a covenant running with the land. This Agreement may be recorded by any Party in the real property records of any County in which the Districts, any contemplated inclusion area, and any portion of the Districts' Service Area for which extraterritorial service is provided outside the boundaries of the Districts is located.

10.15 Intended Third Party Beneficiaries. This Agreement is made for the sole purpose of promoting and protecting the public health, safety, and welfare of the residents, electors, and taxpayers of the Districts and the Town. The residents, electors, and taxpayers are intended third party beneficiaries of this Agreement and shall have standing to enforce any of the terms, covenants, and agreements set forth in this Agreement.

[Signatures on Following Pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

THE TOWN OF BERTHOUD

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

Erin M. Smith, Town Attorney

**METROPOLITAN DISTRICT NOS. ____, ____,
AND ____**

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of _____, 20__, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

GENERAL DISCLOSURE AND COMMON QUESTIONS REGARDING _____ Metropolitan District

1. What does the District do?

_____ Metropolitan District (the “**District**”) was organized on _____, pursuant to a Service Plan, approved by the Town Board for the Town of Berthoud, Colorado, on _____ (the “**Service Plan**”) for purposes of constructing, operating and maintaining certain public improvements within the boundaries of the District. The District is a governmental entity governed by an elected board of directors made up of property owners and property taxpayers within the District’s boundaries.

The District’s current and potential future boundaries are shown on the map set forth in **Exhibit 1** attached hereto. It is conceivable that additional boundary adjustments may be made within the District. Any such boundary adjustment is subject to prior approval by the owners of the property to be included and must be considered at a public hearing of the District’s board of directors.

Pursuant to the Service Plan, the District is authorized to construct, operate, and maintain public improvements, including streets and traffic controls, water and storm sewer, sanitary sewer services and facilities, and park and recreation services and facilities for the benefit of the property owners of the District. The District may dedicate certain public improvements to the Town of Berthoud (the “**Town**”). The operations and maintenance of public improvements dedicated to the Town shall rest with the Town. Public improvements not dedicated to the Town shall be owned, operated, and maintained by the District or other non-profit or governmental entities. The District has authority to impose property taxes and other fees, rates, tolls, penalties, or charges to fund the construction and operations and maintenance for all improvements identified in the Service Plan. At some point in the future, the District may impose fees and/or rates; all District fees and rates may be adopted and/or amended from time to time by the District’s board of directors at their discretion, as permitted by law.

Certain services may be provided within the District by one or more property owner associations organized as Colorado non-profit organizations comprised of all property owners in the District. Currently, no property owners association has been established within the boundaries of the District. If a property owners association is established, property owners may be subject to fees and assessments payable to the association which will be separate from and in addition to any fees or assessments payable to the District.

2. How much property tax will the District collect to construct improvements and pay for operations?

The District has authority to impose property taxes for the construction, operation, and maintenance of the improvements identified in the Service Plan. The District may issue bonds to provide for the costs of capital improvements within its boundaries. In order to meet the debt service requirements for bonds and to pay operations and maintenance costs associated with the provision of services, the District will impose a mill levy under the Service Plan. The mill levy authorized for the District under the Service Plan may not exceed 55.000 mills for the payment of debt obligations and related expenses, may not exceed 17.000 mills for the payment of operations and maintenance obligations and related expenses, and may not exceed a total of 72.000 mills for the payment of debt obligations and operations and maintenance expenses combined, which mill levy rates may be adjusted upward or downward over time as permitted in the Service Plan. In addition, various voter limitations exist which affect the taxing powers of the District, including maximum annual taxing limitations and expenditure limitations. The TABOR Amendment, Article X, Section 20 of the Colorado Constitution, also provides for various legal limitations which may restrict the taxing and spending authority of the District.

3. What are the advantages of metropolitan districts providing public improvements in lieu of cities, towns or counties?

Many areas in Colorado utilize special districts to finance public improvements. As cities, towns and counties often do not finance, construct or provide water and wastewater systems, roads, or recreation facilities in new communities, special districts have been organized to build these facilities. Special districts, and the financial powers they utilize, may also permit earlier construction of recreation facilities and other amenities for the benefit of the community when compared with developments not within special districts. Where special districts are utilized, the costs of improvements within the community are generally spread over 20 to 30 years and are paid from mill levies. Special districts are governed by property owners within the community who are better able to address issues of concern to the community than could a larger city, town or county.

4. How can I be assured that the District will not issue too many bonds and create unreasonably high mill levies?

All bonds issued by the District will be governed by the controls adopted by the Colorado legislature governing the process by which bonds are issued by special districts. In addition, the organization and operation of the District are governed by the terms of the Service Plan, which limits the mill levy that may be assessed by the District for the payment of debt obligations and related expenses to 55.000 mills, the mill levy that may be assessed by the District for payment of operations and maintenance obligations and related expenses to 17.000 mills, and the total mill levy that may be assessed by the District for debt obligations and operations and maintenance combined to 72.000 mills, subject to adjustments to account for changes in state law with respect to the assessment of property for taxation purposes, the ratio for determining assessed valuation, or other similar matters. The adjustment allows for tax revenues to be realized by the District in an equivalent amount as would have been realized by the District

based on a levy of 72.000 mills absent any change in the manner of the assessment of property for taxation purposes, the ratio for determining assessed valuation, or other similar matters.

The mill levy limits will remain in place unless and until the Service Plan is amended to permit a change in this limit for the District. This limit, as well as others existing under Colorado law and various voter approvals, are believed to be adequate to control the tax levies within the District. As noted above, however, many of the limits of the Service Plan and existing voter limits may be amended from time to time.

Market constraints on property sales by the developer also require that the mill levy within the District be comparable to mill levies in competing development areas in order to further the community as an attractive place for individuals to purchase residential property. Therefore, in the initial stages of the development, it is in the District's and the project developer's best interest to maintain a mill levy in the District comparable to the total property taxes in other similar communities so that the property taxes paid for the amenities and services in the District are perceived as a good value.

5. Who bears the risk that the community may not fully develop?

Bondholders will be providing funding to the District for the District's construction of public improvements authorized by the Service Plan. These initial bonds for the District may be supported, in part, by the developer of the project. Property taxes paid by property owners on residential property will help pay the costs of all bonds issued by the District. This results in the risk of development being shared in part by bondholders and the developer. The property owners also share risk relative to the bonds which are currently limited as noted above in paragraph 4. As previously stated, it is within the District's discretion to impose other fees to help pay for public improvements.

6. What will my tax bill look like?

In determining the tax liability due for residential property, the Larimer County Assessor's Office first determines the actual value of the residential property based upon market approach to appraisal. Up to five years of market activity are analyzed. The actual value of the residential property is then multiplied by the assessment rate, which is set every odd numbered year by the state legislature, to determine the assessed valuation of the residential property. The 2018 assessment rate on residential property was 7.2%. The mill levy is then multiplied by the assessed valuation of the residential property, resulting in the assessment for the residential property. For example, residential property with an actual value of \$450,000 would have an assessed value of \$32,400 ($\$450,000 \times 7.2\%$). One mill (0.001) applied to that valuation for assessment produces \$32.40 of taxes ($\$32,400 \times 0.001$).

It is anticipated that the tax bill for your property will show mill levies for Town of Berthoud, Larimer County, Berthoud Fire District, Thompson R2-J School District, Berthoud Community Library District, Thompson Valley Health Service District, Northern Colorado Water Conservancy District, Larimer Pest Control District, Little Thompson Water District and various other service providers, including _____ Metropolitan District. According to information available from the Larimer County Assessor, the total overlapping mill levy

imposed upon the property within the boundaries of the District, but without any District mill levy, was 98.268 mills for tax year 2018 for collection in the year 2019. Therefore, without the District, the annual tax bill levied on a residential property with an actual value of \$450,000 would be approximately \$3,183.88 ($\32.40×98.268).

The maximum mill levy the District is permitted to levy is 72.000 mills (0.072000), and the portion of the annual tax bill levied by the District on a residential property with an actual value of \$450,000 would be approximately \$2,332.80 ($\32.40×72.000). Your tax bill for your property will also include mill levies from other taxing entities that overlap with the District's boundaries, making the total annual tax bill levied on the residential property approximately \$5,516.68 ($\$3,183.88 + \$2,332.80$).

The assessment ratio for residential property for 2019 (collection year 2020) will be 7.15%.

Exhibit 2 attached hereto sets forth the approximate mill levies that are currently levied against the property within the District and outlines the annual tax bills levied both with and without the District. Colorado taxing entities certify their mill levies on an annual basis, so the most accurate manner of ascertaining the specific taxing entities and current mill levies imposed on any property is by contacting the Larimer County Assessor's office directly.

7. Where can I get additional information regarding the District?

This document is not intended to address all issues associated with special districts generally or with _____ Metropolitan District specifically. The Service Plan for the District contains a full description of the District's purpose and functions. Prospective purchasers of property within the District are encouraged to read this document to be fully informed. A copy of the District's Service Plan is available in the Town Clerk's Office. For additional information about the District, prospective purchasers may also contact the District's manager's office at _____. The District's meetings are open to the public, at which time you can raise questions regarding any matter related to the activities of the District.

Dated this ____ day of _____, 20_____.

By: _____

Name: _____

Title: _____

Purchaser's Signature Acknowledging Receipt: _____

EXHIBIT 1
TO GENERAL DISCLOSURE AND COMMON QUESTIONS

LEGAL DESCRIPTION OF
_____ METROPOLITAN DISTRICT

EXHIBIT 2 TO GENERAL DISCLOSURE AND COMMON QUESTIONS

ESTIMATE OF PROPERTY TAXES

Annual Tax Levied on Residential Property With \$450,000 Actual Value Without the District

<u>Taxing Entity</u>	Mill Levies (Collection Year 2019**)	Annual tax levied
Town of Berthoud	9.327	\$ 302.19
Larimer County	22.403	\$ 725.86
Berthoud Fire District	13.805	\$ 447.28
Thompson R2-J Bond Pymt	10.022	\$ 324.71
Thompson R2-J Gen Fund	37.406	\$ 1,211.95
Berthoud Comm Library Dist	2.400	\$77.76
Thompson Valley Hlth Scv Dist	1.763	\$ 57.12
N Colo Water Cons Dist	1.000	\$ 32.40
Larimer Co Pest Ctrl Dst	0.142	\$ 4.60
Little Thompson Water	0.000	\$ 0.00
TOTAL:	98.268	\$ 3,183.88

Annual Tax Levied on Residential Property With \$450,000 Actual Value With the District (Assuming Maximum District Mill Levy)

<u>Taxing Entity</u>	Mill Levies (Collection Year 2019**)	Annual tax levied
Town of Berthoud	9.327	\$ 302.19
Larimer County	22.403	\$ 725.86
Berthoud Fire District	13.805	\$ 447.28
Thompson R2-J Bond Pymt	10.022	\$ 324.71
Thompson R2-J Gen Fund	37.406	\$ 1,211.95
Berthoud Comm Library Dist	2.400	\$77.76
Thompson Valley Hlth Scv Dist	1.763	\$ 57.12
N Colo Water Cons Dist	1.000	\$ 32.40
Larimer Co Pest Ctrl Dst	0.142	\$ 4.60
Little Thompson Water	0.000	\$ 0.00
_____ Metropolitan District	72.000	\$ 2,332.80
TOTAL:	170.268	\$ 5,516.68

{00734898.DOCX / 3 }This estimate of Overlapping Mill Levies is based upon mill levies certified by the Larimer County Assessor's office in December 2018 for collection in 2019, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Larimer County Assessor's office to obtain the most accurate and up to date information.**

