



MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, April 8, 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. APRIL 8, 2025 TOWN BOARD MEETING AGENDA.PDF](#)
[B. MARCH 25, 2025, MEETING MINUTES.PDF](#)
[C. FEBRUARY 2025 FINANCIAL INFORMATION.PDF](#)
[D. NORTH BERTHOUD PARKWAY TRAIL GAP BUDGET UPDATE.PDF](#)

5.II. Fire District Tax Measure Presentation

Introduction By: Chief Charles, Fire Chief

Documents:

[MEMO RE FIRE DISTRICT TAX MEASURE.PDF](#)

5.III. Water Utilities Projects Update
Introduction By: Ken Matthews

Documents:

[MEMO RE WATER UTILITIES UPDATE.PDF](#)

5.IV. Water Facilities SCADA Masterplan Contract
Introduction By: Ken Matthews

Documents:

[MEMO RE WATER FACILITIES SCADA MASTERPLAN CONTRACT.PDF](#)
[ACE PROPOSAL.PDF](#)
[SERVICES CONTRACT.PDF](#)

6. Elected Official Reports

1. Town Board - Tim Hardy, May Albrecht, Sean Murphy, Karl Ayers, Chris Kurtz, and Brett Wing
2. Mayor - William Karspeck
3. Staff - Town Administrator, Attorney

7. 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:	April 8, 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) April 8, 2025, Meeting Agenda
- b) March 25, 2025, Meeting Minutes
- c) February 2025 Financial Information
- d) North Berthoud Parkway Trail Gap Budget Update

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.



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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) April 8, 2025, Meeting Agenda
 - b) March 25, 2025, Meeting Minutes
 - c) February 2025 Financial Information
 - d) North Berthoud Parkway Trail Gap Budget Update

- 2. Fire District Tax Measure Presentation** **(Chief Charles) (30 Min)**
- 3. Water Utilities Projects Update** **(Ken Matthews) (60 Min)**
- 4. Water Facilities SCADA Masterplan Contract** **(Ken Matthews) (10 Min)**

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

VII. ADJOURN

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

April 8, 2025, Meeting Agenda

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.



MEETING MINUTES OF THE TOWN BOARD

**Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, March 25, 2025, 6:30 p.m.**

3/25/2025 - 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
Sean Murphy, Mayor Pro-Tem
Will Karspeck, Mayor

The following Board members were absent:

May Albrecht, Trustee

The following staff members were present:

Erin Smith, Town Attorney
Chris Kirk, Town Administrator
Christian Samora, Town Clerk
Lexi Dovel, Deputy Town Clerk
Sergeant Josiah Thiemann, Larimer County Sheriff
Brian Dubois, Economic Sustainability Manager
Anne Johnson, Community Development Director

4. Citizen Participation

Amber Schneider spoke regarding the senior group and concerns about off-leash pets.

Linda Wilson spoke regarding the retention pond in Heron Pointe.

Robert Prael spoke regarding gates at Heron Lakes.

Steve Gandy spoke regarding landscaping and gates at Heron Lakes.

5. Scheduled Items And Estimated Time For Discussion

5.I. Consent Agenda

Items:

- a) March 25, 2025, Meeting Agenda
- b) March 11, 2025, Meeting Minutes
- c) December 2024 Financial Information
- d) January 2025 Financial Information
- e) March 2025 Board Report
- f) July 3, 2025 Fireworks Event
- g) Ordinance 1352 - Extension of Natural Medicine Moratorium
- h) Resolution 2025-04 in Support of History Colorado Grant

Mayor Pro-Tem Murphy requested item d) January 2025 Financial Information be removed from the Consent Agenda for individual consideration.

Trustee Wing moved to combine and approve the items on the Consent Agenda less item d. Trustee Kurtz seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

The Board had further discussion on the January 2025 Financial Information.

Mayor Pro-Tem Murphy moved to approve item d) January 2025 Financial Information. Trustee Wing seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.II. Sustainability Plan Update

Economic Sustainability Manager, Brian Dubois, gave an introduction on the Sustainability Plan update.

Katya Balakhovsky with Cumming Group gave a presentation.

Mayor Karspeck opened the item to public comment.
No one spoke during public comment.

6. Elected Official Reports

Trustee Ayers:

Ayers inquired about construction activity on Highway 56, East of Town.

Trustee Wing:

Wing reported on a community question about a movie shoot in Town.

Trustee Kurtz:

Kurtz reported on a film titled 'Finding the Zone' that was filmed in Berthoud and recently won an award.

Mayor Pro-Tem Murphy:

Murphy reported on a Hearing he attended for HB25-1272. Murphy thanked first responders for their work dealing with the fire last week. Murphy reported on discussions about the crosswalk at Mountain Ave and 9th St.

Mayor Karspeck:

Karspeck reported on a meeting with the chiefs and thanked first responders for their work with the fire last week. Karspeck reported on the crosswalk/school zone issue at Mountain and 9th and on potholes on County Road 7. Karspeck inquired about a Town strategic plan. Karspeck thanked Attorney Smith for her advisement on public comment in regard to land use hearings.

Administrator Kirk:

Kirk reported on an upcoming Water Project Update that will come before the Board on April 8. Kirk reported on the approval of the Go Outdoors Colorado property acquisition grant that the Town applied for and on a Colorado Water Conservation Board grant application. Kirk reported that the Fire Chief will attend the next meeting to speak on a proposed tax measure. Kirk reported that the Town will be hosting the CML district meeting on May 22 and on an upcoming meeting of the Loveland-Berthoud association of realtors.

7. Adjourn

The meeting was adjourned at 7:52 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

TOWN OF BERTHOUD AT A GLANCE

Monthly Report FEBRUARY 2025

- Sales & Use Tax revenue is 15% **over** budget for the month of February; \$1,151,432 was received and \$1,003,542 was budgeted.
- Town Revenue through February including transfers between funds is 36% **under** budget for 2025.
- Town Expenditures through February are 71% **under** budget for 2025.

Sales Tax Review

FEBRUARY	Berthoud Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined Total
2025	830,850.20	164,805.79	155,776.50	1,151,432.49
2024	849,708.53	146,000.95	163,996.42	1,159,705.90
2023	733,761.61	125,482.11	223,144.22	1,082,387.94
2022	720,699.45	90,659.36	372,532.18	1,183,890.99

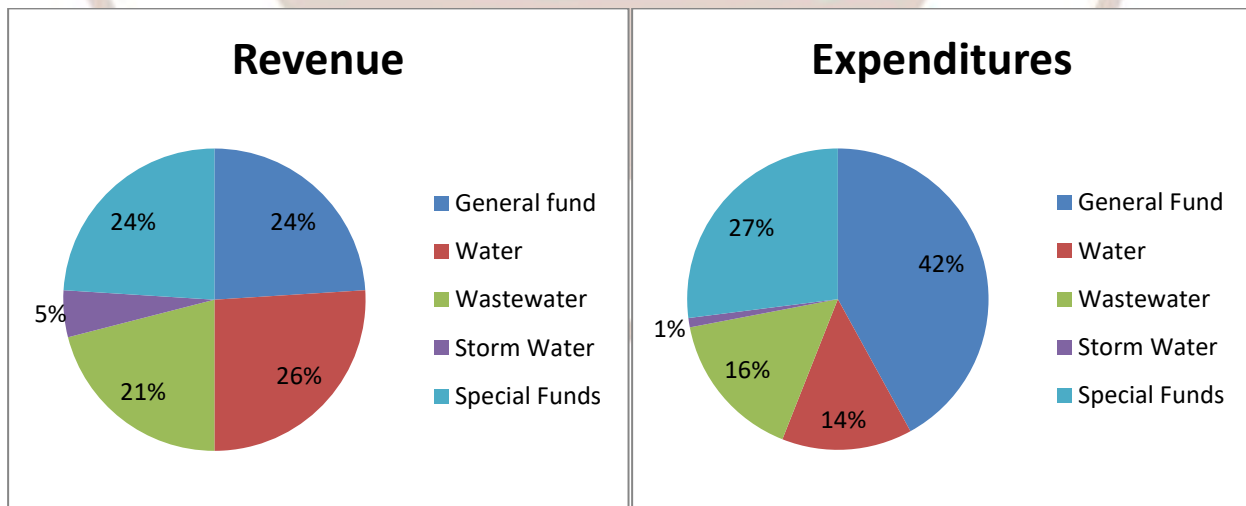
SALES TAX YEAR-TO-DATE FOR 2025

\$ 2,203,932.33

COMBINED STATEMENT OF REVENUES AND EXPENDITURES
FEBRUARY 2025

REVENUE	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	648,327	1,170,335	2,202,248	53%	9%
Water	673,539	1,318,813	1,550,192	85%	14%
Wastewater	493,174	1,053,684	987,422	107%	18%
Storm Water	108,186	241,661	203,000	119%	20%
Special Funds	601,058	1,189,520	2,856,517	42%	7%
TOTAL REVENUE	2,524,284	4,974,013	7,799,379	64%	11%

EXPENDITURES	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	754,576	1,769,775	3,194,828	55%	9%
Water	262,766	594,523	2,817,533	21%	4%
Wastewater	406,231	661,342	2,905,271	23%	4%
Storm Water	4,116	9,030	405,208	2%	0%
Special Funds	685,259	1,144,827	4,969,103	23%	4%
TOTAL EXPENDITURES	2,112,948	4,179,497	14,291,943	29%	5%

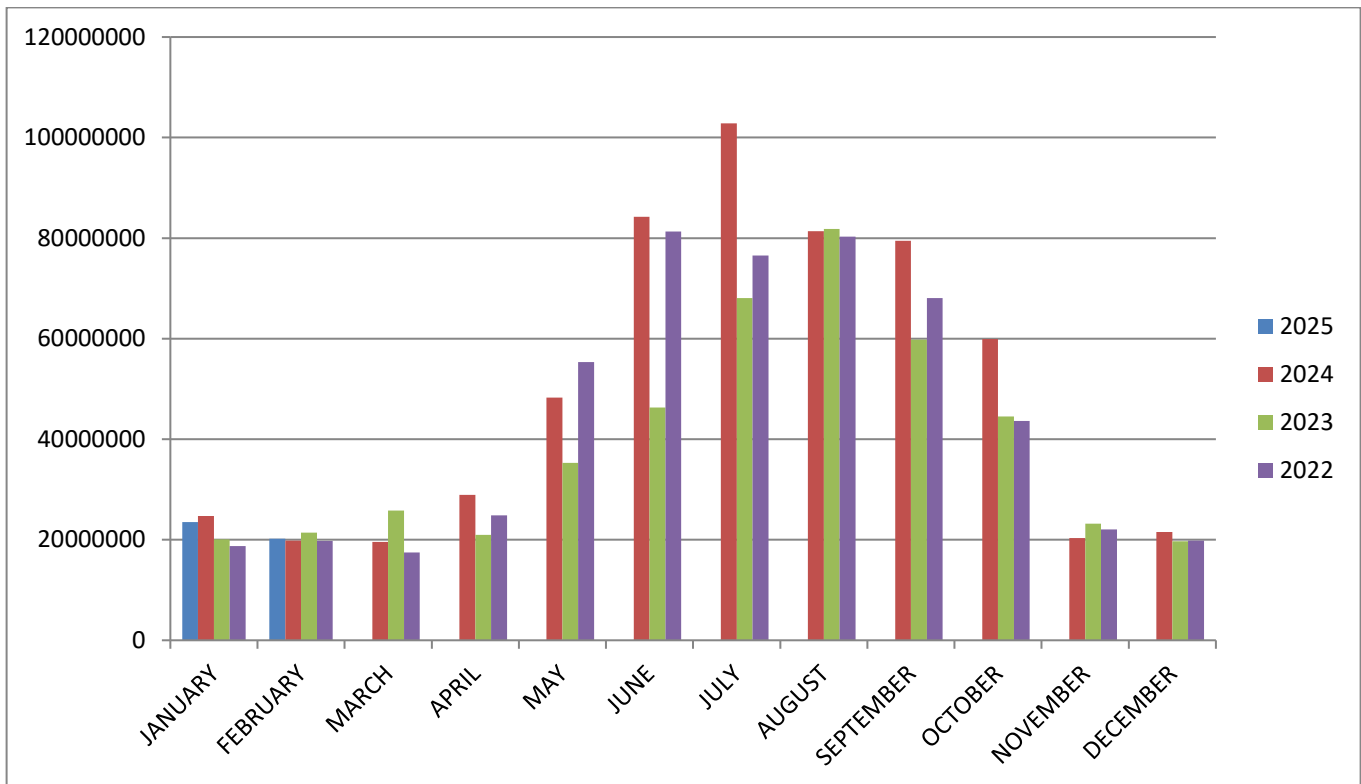


2025

	YEAR TO DATE TOTALS THRU FEBRUARY 2025
Single Family Permits	27
Overall Permit Total	113
Water Gallons Billed	43,678,000
Passports	227
Cemetery	1 Funeral

Building Permit & Permit Valuation by Year & 2024 YTD					
	2021	2022	2023	2024	2025 YTD
Single-Family home permits	508	222	220	238	27
All permits (roofing, decks, additions, etc.)	1110	809	748	1078	113
Total Permit Value	\$238,661,288	\$164,526,847	\$119,408,321	\$135,242,724	\$17,220,285

BERTHOUD WATER USAGE



Personnel Summary

	Full-time	Part-time	Seasonal
Administration	12		
Code Enforcement	1		
Economic Development	2		
Planning-Building	6	1	
Engineering	3		
Streets	6		
Recreation	4		
Rec Center	7	80	
Parks-Forestry	14		
BATS	1	1	
Water-Wastewater	8		

Town of Berthoud
807 Mountain Ave
PO Box 1229
Berthoud, CO 80513-1229
Phone 970.532.2643 Fax 970.532.0640



BILLS SUMMARY FEBRUARY 2025 FINAL

BILLS ALLOWED

TOTAL BILLS	\$ 1,471,855
NET PAYROLL	\$ 345,484

Mayor William Karspeck

Trustee May Albrecht

Trustee Karl Ayers

Trustee Tim Hardy

Trustee Chris Kurtz

Trustee Sean Murphy

Trustee Brett Wing

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1100200400							
2052552							
02/25	02/05/2025	205255	Allstate	FEBRUARY	11-00-200400	Insurance Payable	887.52
2052553							
02/25	02/05/2025	205255	Guardian	FEBRUARY	11-00-200400	Insurance Payable	6,356.96
20325325							
02/25	02/03/2025	203253	CIGNA	FEBRUARY	11-00-200400	Insurance Payable	52,894.73
Total 1100200400:							60,139.21
1100420100							
78329							
02/25	02/12/2025	78329	Beck, Alexandra	221155076	11-00-4201-00	Business License/Liquor/MMJ	20.00
Total 1100420100:							20.00
1100430500							
78334							
02/25	02/12/2025	78334	TAK Communications	2025ROW-00	11-00-4305-00	Utility Road Cut Permit	150.00
Total 1100430500:							150.00
1100460300							
78300							
02/25	02/04/2025	78300	DEUTCHBEIN, JOHN	2818.3	11-00-4603-00	Municipal Fee	575.07
Total 1100460300:							575.07
1100465500							
78350							
02/25	02/24/2025	78350	B-Town Automotive	SIGN DEPO	11-00-4655-00	Sign Deposit	700.00
Total 1100465500:							700.00
1101500901							
78352							
02/25	02/24/2025	78352	Express Toll	2100327027	11-01-5009.01	Travel/Training	27.55
Total 1101500901:							27.55
1101501001							
78264							
02/25	02/04/2025	78264	Xerox Business Solutions	5471512	11-01-5010.01	Office Supplies-General Office	811.54
78286							
02/25	02/10/2025	78286	Lefthand Printworks	3740	11-01-5010.01	Office Supplies-General Office	112.50
78287							
02/25	02/10/2025	78287	Office Depot	Multiple	11-01-5010.01	Office Supplies-General Office	679.70
78386							
02/25	02/11/2025	78386	Digital Print Resources Inc	22073	11-01-5010.01	Office Supplies-General Office	375.00
78393							
02/25	02/12/2025	78393	Culligan of Cheyenne	72386	11-01-5010.01	Office Supplies-General Office	84.00
78450							
02/25	02/26/2025	78450	Quadient, Inc	61762678	11-01-5010.01	Office Supplies-General Office	165.00
Total 1101501001:							2,227.74

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1101501101							
78262							
02/25	02/04/2025	78262	Voice Exchange (Paragon	60405-45931	11-01-5011.01	Telephone-General Office	44.80
78351							
02/25	02/24/2025	78351	CenturyLink Business Serv	724512782	11-01-5011.01	Telephone-General Office	1.77
Total 1101501101:							46.57
1101501301							
78252							
02/25	02/04/2025	78252	Mainstreet Car Care & Qui	Multiple	11-01-5013.01	Vehicle Maintenance	1,909.32
Total 1101501301:							1,909.32
1101501501							
78248							
02/25	02/04/2025	78248	Healthiest You Inc	2025028848	11-01-5015.01	Insurance	973.50
Total 1101501501:							973.50
1101501707							
78297							
02/25	02/11/2025	78297	Terminix	01302025	11-01-5017.07	Building Maintenance-Town Hall	124.00
78397							
02/25	02/12/2025	78397	Holbrook Service	A-52725	11-01-5017.07	Building Maintenance-Town Hall	1,497.00
78432							
02/25	02/26/2025	78432	Johnson Controls Fire Prot	24556486	11-01-5017.07	Building Maintenance-Town Hall	789.98
Total 1101501707:							2,410.98
1101502001							
78240							
02/25	02/04/2025	78240	Chargepoint	318834	11-01-5020.01	Professional Services-Admin	1,998.20
Total 1101502001:							1,998.20
1101503800							
78356							
02/25	02/26/2025	78356	Turner's Pit Barbeque	3-5-2025	11-01-5038.00	Administrative Expenses	990.00
78357							
02/25	02/25/2025	78357	Loveland Lake And Ditch C	7372	11-01-5038.00	Administrative Expenses	780.50
Total 1101503800:							1,770.50
1101503801							
78444							
02/25	02/26/2025	78444	Imaging Spectrum	42312	11-01-5038.01	Passport Expense	539.90
Total 1101503801:							539.90
1101504003							
78390							
02/25	02/12/2025	78390	Bell Gould Under & Scott P	39464	11-01-5040.03	Attorney-Municipal Court	3,227.58
Total 1101504003:							3,227.58

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1101504103							
78275							
02/25	02/06/2025	78275	CyraCom LLC	2025011826	11-01-5041.03	Court Expenses	2.76
Total 1101504103:							2.76
1101509501							
78272							
02/25	02/06/2025	78272	Anchor Network Solutions	Multiple	11-01-5095.01	Computer Maintenance/Replace	4,807.09
Total 1101509501:							4,807.09
1101509601							
78243							
02/25	02/04/2025	78243	Comcast	FEBRUARY	11-01-5096.01	Internet	27.28
Total 1101509601:							27.28
1102501004							
78235							
02/25	02/04/2025	78235	AT&T Mobility	JANUARY 20	11-02-5010.04	Office Supplies-Code Enf	1,275.49
Total 1102501004:							1,275.49
1102501801							
78237							
02/25	02/04/2025	78237	Berthoud Weekly Surveyor	Multiple	11-02-5018.01	Public Events	270.82
Total 1102501801:							270.82
1102503404							
78254							
02/25	02/04/2025	78254	NOCO Humane	Multiple	11-02-5034.04	Animal Control	6,576.84
Total 1102503404:							6,576.84
1103501101							
78267							
02/25	02/05/2025	78267	Complete Wireless Technol	67307	11-03-5011.01	Telephone	165.00
Total 1103501101:							165.00
1103501202							
78278							
02/25	02/06/2025	78278	XCEL Energy	Multiple	11-03-5012.02	Utilities-Street Lights	309.99
78400							
02/25	02/12/2025	78400	XCEL Energy	JAN25-2	11-03-5012.02	Utilities-Street Lights	9,101.53
78453							
02/25	02/26/2025	78453	XCEL Energy	FEB2025	11-03-5012.02	Utilities-Street Lights	11,592.51
Total 1103501202:							21,004.03
1103503602							
78268							
02/25	02/05/2025	78268	Ditch Witch of the Rockies	Multiple	11-03-5036.02	Heavy Duty Veh/Equip Maint	1,028.17
78271							
02/25	02/05/2025	78271	Wagner Equipment Compa	P09C046259	11-03-5036.02	Heavy Duty Veh/Equip Maint	1,223.53

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1103503602							2,251.70
1103504506							
78326							
02/25	02/11/2025	78326	Republic Services	Multiple	11-03-5045.06	Shop Operations	1,079.67
Total 1103504506							1,079.67
1103504704							
78266							
02/25	02/05/2025	78266	Colorado Barricade Co	65165309-00	11-03-5047.04	Signs & Signage	1,576.00
78269							
02/25	02/05/2025	78269	J & A Traffic Products	39258	11-03-5047.04	Signs & Signage	417.00
Total 1103504704							1,993.00
1104505555							
78452							
02/25	02/26/2025	78452	Tang Soo Do Concepts LL	3649	11-04-5055.55	Clinics-Additional Programs	1,127.00
Total 1104505555							1,127.00
1106510106							
78293							
02/25	02/11/2025	78293	Economic Development Co	2145	11-06-5101.06	Memberships	350.00
78416							
02/25	02/18/2025	78416	Upstate Colorado Economi	PSI2025_08	11-06-5101.06	Memberships	15,000.00
Total 1106510106							15,350.00
1106510806							
78238							
02/25	02/04/2025	78238	Brookside Gardens	46100421	11-06-5108.06	Business Relations-Development	846.00
Total 1106510806							846.00
1107501101							
78422							
02/25	02/18/2025	78422	Hilltop Broadband	1489-202502	11-07-5011.01	Telephone	274.86
Total 1107501101							274.86
1107501209							
78406							
02/25	02/12/2025	78406	Poudre Valley REA	FEB25	11-07-5012.09	Utilities-facilities/gen parks	1,823.89
Total 1107501209							1,823.89
1107501309							
78251							
02/25	02/04/2025	78251	MAC Equipment INC	499607	11-07-5013.09	Vehicle Maint-General Park	277.16
78261							
02/25	02/04/2025	78261	University Auto Parts-NAP	Multiple	11-07-5013.09	Vehicle Maint-General Park	1,385.19
Total 1107501309							1,662.35

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1107504601							
78283							
02/25	02/10/2025	78283	Chard, Coleten	UNIFORM 1-	11-07-5046.01	Uniforms	580.42
Total 1107504601:							580.42
1107505709							
78345							
02/25	02/13/2025	78345	Jones Excavating & Plumbi	3676	11-07-5057.09	Repair/Supplies-General Park	187.55
Total 1107505709:							187.55
1107505806							
78394							
02/25	02/12/2025	78394	Dan's Small Engine	Multiple	11-07-5058.06	Equipment Maint-Fleet	831.38
Total 1107505806:							831.38
1108501600							
78355							
02/25	02/26/2025	78355	Roof Link	24BER-0072	11-08-5016.00	Refunds	634.80
Total 1108501600:							634.80
1108521502							
78296							
02/25	02/11/2025	78296	ProCode, Inc.	1256934	11-08-5215.02	Contract Inspections	53,048.51
78337							
02/25	02/12/2025	78337	Angerman, Charles	24BER-STR0	11-08-5215.02	Contract Inspections	770.50
78338							
02/25	02/12/2025	78338	Davis, Justin and Stephanie	24BER-STR0	11-08-5215.02	Contract Inspections	770.50
78339							
02/25	02/12/2025	78339	Innes, Jason and Judith	24BER-STR0	11-08-5215.02	Contract Inspections	770.50
78340							
02/25	02/12/2025	78340	Janda, Nicholas and Kathe	24BER-STR0	11-08-5215.02	Contract Inspections	770.50
78341							
02/25	02/12/2025	78341	Leitch, David and Susan	24BER-STR0	11-08-5215.02	Contract Inspections	770.50
78342							
02/25	02/12/2025	78342	Peatrowsky, Eric	24BER-STR0	11-08-5215.02	Contract Inspections	770.50
78343							
02/25	02/12/2025	78343	Valderrama, Jason or Wen	24BER-STR0	11-08-5215.02	Contract Inspections	770.50
78344							
02/25	02/12/2025	78344	Wallin, Kory and Stephanie	24BER-STR0	11-08-5215.02	Contract Inspections	770.50
Total 1108521502:							59,212.51
1110512300							
78265							
02/25	02/04/2025	78265	YESCO	0551386	11-10-5123.00	Signage at Entryways	5,768.20
Total 1110512300:							5,768.20
1110512800							
78328							
02/25	02/11/2025	78328	Wilson & Company, Inc.	133837	11-10-5128.00	3rd & Massachusetts	9,542.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1110512800:							9,542.50
1110570800							
78250							
02/25	02/04/2025	78250	Krische Construction	23047-14	11-10-5708.00	Town Park Reconstruction	15,953.76
78408							
02/25	02/13/2025	78408	Krische Construction	23047 15	11-10-5708.00	Town Park Reconstruction	166,442.61
Total 1110570800:							182,396.37
1110571500							
78451							
02/25	02/26/2025	78451	Quality well and Pump	2025-283	11-10-5715.00	Irrigation Map	762.80
Total 1110571500:							762.80
1111518406							
78414							
02/25	02/18/2025	78414	North Front Range MPO	52056038	11-11-5184.06	Regional Fees- Admin	1,811.00
Total 1111518406:							1,811.00
1111518603							
78425							
02/25	02/20/2025	78425	Sopher Sparr Architects	24560-0125	11-11-5186.03	Development Code Updates	5,204.07
Total 1111518603:							5,204.07
1111518902							
78295							
02/25	02/11/2025	78295	Prairie Mountain Media	410113	11-11-5189.02	DEVELOPMENT REVIEW	26.97
78399							
02/25	02/12/2025	78399	Vranesh & Ralsch	Multiple	11-11-5189.02	DEVELOPMENT REVIEW	4,477.00
78411							
02/25	02/18/2025	78411	Baseline Engineering Corp.	JAN25	11-11-5189.02	DEVELOPMENT REVIEW	9,995.00
Total 1111518902:							14,498.97
1112503901							
78236							
02/25	02/04/2025	78236	Berthoud Village Shopping	FEBRUARY	11-12-5039.01	HOA Fees	4,713.35
Total 1112503901:							4,713.35
1113502001							
78109							
02/25	02/03/2025	78109	Picture This Creative Servi	Multiple	11-13-5020.01	Prof Services-Community	1,100.00
Total 1113502001:							1,100.00
1113510301							
78430							
02/25	02/26/2025	78430	Digital Print Resources Inc	22091	11-13-5103.01	Printing-Community Outreach	1,890.00
Total 1113510301:							1,890.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1114501001							
78288							
02/25	02/10/2025	78288	Pioneer Press of Greeley	Multiple	11-14-5010.01	Office Supplies-Engineering	336.00
Total 1114501001:							336.00
1114504601							
78354							
02/25	02/24/2025	78354	Spaulding, Mark	UNIFORM 2-	11-14-5046.01	Uniforms-Engineering	129.24
Total 1114504601:							129.24
2000109900							
78347							
02/25	02/13/2025	78347	Vranesh & Raisch	Multiple	20-00-109900	Receivable-Other	3,018.50
Total 2000109900:							3,018.50
2000504002							
78437							
02/25	02/26/2025	78437	Vranesh & Raisch	Multiple	20-00-5040.02	Attorney Fees	13,792.00
Total 2000504002:							13,792.00
2000508002							
78349							
02/25	02/20/2025	78349	Cunningham, Patricia	2025	20-00-5080.02	Richardson Prop Pmt-Interest	67,455.83
Total 2000508002:							67,455.83
2000510602							
78433							
02/25	02/26/2025	78433	Leonard Rice Engineers In	29197	20-00-5106.02	Ditchwide Study	13,865.25
Total 2000510602:							13,865.25
2000510800							
78284							
02/25	02/10/2025	78284	Intera Incorporated	01-25-205	20-00-5108.00	Water Conservation Program	3,118.50
78410							
02/25	02/13/2025	78410	Resource Central	6264	20-00-5108.00	Water Conservation Program	13,412.50
Total 2000510800:							16,531.00
2100441000							
78175							
02/25	02/04/2025	78175	STONEBROOKE HOMES	12635.1	21-00-4410-00	Sale of Water	36.04
78299							
02/25	02/04/2025	78299	LUCERO, RANDY & SARA	9859.2	21-00-4410-00	Sale of Water	257.87
78301							
02/25	02/04/2025	78301	DEAN, GARY & BARBARA	1656.3	21-00-4410-00	Sale of Water	397.89
78302							
02/25	02/04/2025	78302	CHMIEL, ISRAEL	10368.2	21-00-4410-00	Sale of Water	23.52
78303							
02/25	02/04/2025	78303	GALBRAITH, CASSIDY J	2242.2	21-00-4410-00	Sale of Water	34.99
78305							
02/25	02/05/2025	78305	ASPEN/HORIZON VIEW H	9855.1	21-00-4410-00	Sale of Water	140.61

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
78307							
02/25	02/20/2025	78307	NORDHOUGAN, JAMES &	10544.2	21-00-4410-00	Sale of Water	66.04
78308							
02/25	02/20/2025	78308	ELQUEST, DOUGLAS	2436.2	21-00-4410-00	Sale of Water	72.69
78309							
02/25	02/20/2025	78309	HERSHEY, CYNTHIA E	11925.2	21-00-4410-00	Sale of Water	93.73
78310							
02/25	02/20/2025	78310	CARNEY, CHRISTOPHER	12309.1	21-00-4410-00	Sale of Water	141.23
78311							
02/25	02/20/2025	78311	RAJEWSKI, BRENT & JEN	2608.3	21-00-4410-00	Sale of Water	113.32
78312							
02/25	02/20/2025	78312	RHOADES BUILDS, LLC	12648.1	21-00-4410-00	Sale of Water	19.35
78313							
02/25	02/27/2025	78313	RMB EXCAVATING	HM1011	21-00-4410-00	Sale of Water	2,002.67
Total 2100441000:							3,399.95
2100500901							
78282							
02/25	02/10/2025	78282	Catron, Bryan	1ER93BSD	21-00-5009-01	Travel, Training	104.00
Total 2100500901:							104.00
2100501101							
78249							
02/25	02/04/2025	78249	Hilltop Broadband	3582-202501	21-00-5011-01	Telephone	197.15
78421							
02/25	02/18/2025	78421	Comcast	FEB25	21-00-5011-01	Telephone	457.45
Total 2100501101:							654.60
2100501203							
78263							
02/25	02/04/2025	78263	XCEL Energy	910713857	21-00-5012-03	Utilities-Treatment	11,300.69
Total 2100501203:							11,300.69
2100503901							
78290							
02/25	02/10/2025	78290	Water Environment Federa	18069061 - 2	21-00-5039-01	Dues	194.00
Total 2100503901:							194.00
2100504004							
78253							
02/25	02/04/2025	78253	Maynes Bradford Shipps &	NOVEMBER	21-00-5040-04	Attorney	18,966.07
78276							
02/25	02/06/2025	78276	Maynes Bradford Shipps &	DECEMBER	21-00-5040-04	Attorney	10,497.69
Total 2100504004:							29,463.76
2100504701							
78255							
02/25	02/04/2025	78255	Northern Water	FEBRUARY	21-00-5047-01	Rental of Office Space	4,800.00
Total 2100504701:							4,800.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2100505703							
78245							
02/25	02/04/2025	78245	Grainger	Multiple	21-00-5057.03	Repair, Maint, Supp Treat	747.49
78409							
02/25	02/13/2025	78409	Raynor Door Authority of D	119596	21-00-5057.03	Repair, Maint, Supp Treat	9,320.00
Total 2100505703:							10,067.49
2100510603							
78247							
02/25	02/04/2025	78247	Hach Co.	Multiple	21-00-5106.03	Lab Equipment/Supplies	3,683.17
78336							
02/25	02/12/2025	78336	USA Bluebook	Multiple	21-00-5106.03	Lab Equipment/Supplies	3,941.78
Total 2100510603:							7,624.95
2100510802							
78258							
02/25	02/04/2025	78258	Ramey Environmental	Multiple	21-00-5108.02	Lab Testing	88,563.76
Total 2100510802:							88,563.76
2100510905							
78392							
02/25	02/12/2025	78392	Core & Main	W349339	21-00-5109.05	Meters-new	9,825.00
Total 2100510905:							9,825.00
2300501005							
78324							
02/25	02/04/2025	78324	Digital Print Resources Inc	22070	23-00-5010.05	Office Supplies- Utility Bill	2,045.00
78415							
02/25	02/18/2025	78415	Office Depot	Multiple	23-00-5010.05	Office Supplies- Utility Bill	448.64
Total 2300501005:							2,493.64
2300501101							
78242							
02/25	02/04/2025	78242	Comcast	FEBRUARY	23-00-5011.01	Telephone-Main Plant	1,851.07
78441							
02/25	02/26/2025	78441	CenturyLink	FEB25	23-00-5011.01	Telephone-Main Plant	271.27
Total 2300501101:							2,122.34
2300501201							
78256							
02/25	02/04/2025	78256	Poudre Valley REA	JANUARY 20	23-00-5012.01	Utilities-Main Plant	17,175.11
78412							
02/25	02/18/2025	78412	Little Thompson Water Dist	JAN2025-2	23-00-5012.01	Utilities-Main Plant	220.97
78449							
02/25	02/26/2025	78449	Poudre Valley REA	FEB2025	23-00-5012.01	Utilities-Main Plant	235.61
Total 2300501201:							17,631.69
2300501203							
78446							
02/25	02/26/2025	78446	Little Thompson Water Dist	FEB25	23-00-5012.03	Utilities	39.91

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 2300501203:							39.91
2300505401							
78325							
02/25	02/11/2025	78325	Republic Services	Multiple	23-00-5054.01	Trash	730.46
Total 2300505401:							730.46
2300505701							
78436							
02/25	02/26/2025	78436	USA Bluebook	Multiple	23-00-5057.01	Repair, Maint. & Supplies-Main	3,989.82
Total 2300505701:							3,989.82
2300505703							
78289							
02/25	02/10/2025	78289	UNCC	225010170	23-00-5057.03	Repair, Maint. & Supplies-Lift	523.11
Total 2300505703:							523.11
2300510801							
78241							
02/25	02/04/2025	78241	Colorado Analytical Labs, I	Multiple	23-00-5108.01	Lab Tests-Main Plant	3,899.81
Total 2300510801:							3,899.81
2300511401							
78435							
02/25	02/26/2025	78435	TerraGenesis	Multiple	23-00-5114.01	Sludge Hauling-Main Plant	2,333.29
Total 2300511401:							2,333.29
2300512903							
78454							
02/25	02/26/2025	78454	Baseline Engineering Corp.	Multiple	23-00-5129.03	Lift Station Maintenance	19,669.25
Total 2300512903:							19,669.25
2300521405							
21524330							
02/25	02/04/2025	215243	Caselle Inc.	FEBRUARY	23-00-5214.05	Computer Maint/Replacement	1,941.00
Total 2300521405:							1,941.00
2400501900							
22825315							
02/25	02/28/2025	228253	Alfa Construction LLC	FEBRUARY	24-00-5019.00	ALFA Line Reimbursement	4,400.00
Total 2400501900:							4,400.00
2400502100							
78417							
02/25	02/18/2025	78417	Willdan Financial Services	010-61136	24-00-5021.00	Impact Fee Study	6,110.00
Total 2400502100:							6,110.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2400527100							
78333							
02/25	02/12/2025	78333	Kimley-Horn and Associate	196724000-1	24-00-5271 00	1st Street Sewer Upgrade	31,229.16
Total 2400527100:							31,229.16
2400527300							
78335							
02/25	02/12/2025	78335	TETRA TECH, INC.	52356833	24-00-5273 00	WW Master Plan	2,372.50
Total 2400527300:							2,372.50
2400527804							
78330							
02/25	02/12/2025	78330	Burns & McDonnell Engine	123124	24-00-5278 04	Plant Improvements	87,908.26
Total 2400527804:							87,908.26
2900441000							
78298							
02/25	02/04/2025	78298	MCCAW, BRIANA & PETE	10380.2	29-00-4410-00	Drainage Fees	111.76
78304							
02/25	02/05/2025	78304	LARRY WILSON TRUST	11797.2	29-00-4410-00	Drainage Fees	184.18
78306							
02/25	02/20/2025	78306	SOPRIS DEVELOPMENT	12203.1	29-00-4410-00	Drainage Fees	25.17
Total 2900441000:							321.11
3300517700							
78246							
02/25	02/04/2025	78246	Greeley Nissan Volkswage	664592	33-00-5177 00	Public Works Vehicle	32,500.00
Total 3300517700:							32,500.00
3400504601							
78348							
02/25	02/18/2025	78348	Mas, Zane	UNIFORM 2-	34-00-5046 01	Uniforms	192.06
Total 3400504601:							192.06
3400507902							
78391							
02/25	02/12/2025	78391	Colorado Barricade Co	65165281-00	34-00-5079 02	Supplies	121.50
Total 3400507902:							121.50
3400509501							
78407							
02/25	02/12/2025	78407	Cardmember Service	JAN25-2	34-00-5095 01	Computer Maint/Replace	38,821.67
Total 3400509501:							38,821.67
3400526600							
78438							
02/25	02/26/2025	78438	Wenk Associates, Inc.	502251	34-00-5266 00	Arboretum at Waggener Farm	15,792.50
78442							
02/25	02/26/2025	78442	Fidelity National Title Comp	NCSCO0011	34-00-5266 00	Arboretum at Waggener Farm	1,250.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 3400526600:							17,042.50
3600430600							
78377							
02/25	02/28/2025	78377	Larimer County Sales Tax	FEBRUARY	36-00-4306-00	County Open Space Revenue	29,995.48
Total 3600430600:							29,995.48
3600502000							
78426							
02/25	02/20/2025	78426	Wenk Associates, Inc.	502247	36-00-5020-00	Professional Fees	370.00
Total 3600502000:							370.00
3600517100							
78285							
02/25	02/10/2025	78285	Larimer County Treasurer	0491861	36-00-5171-00	Land Acquisition	2,290.73
78423							
02/25	02/19/2025	78423	Larimer County Natural Re	02162025	36-00-5171-00	Land Acquisition	150,000.00
Total 3600517100:							152,290.73
3600526500							
78419							
02/25	02/18/2025	78419	XCEL Energy	JAN25-3	36-00-5265-00	Jaskowski Property Maint	205.44
Total 3600526500:							205.44
3600526800							
78420							
02/25	02/18/2025	78420	Colorado Portables	27276	36-00-5268-00	Berthoud Reservoir park Maint	265.00
Total 3600526800:							265.00
3600528000							
78424							
02/25	02/20/2025	78424	MAC Equipment INC	500077	36-00-5280-00	Aerovator	11,249.20
Total 3600528000:							11,249.20
3700501202							
78294							
02/25	02/11/2025	78294	Little Thompson Water Dist	JANUARY 20	37-00-5012-02	Utilities	841.59
Total 3700501202:							841.59
3700504602							
78353							
02/25	02/24/2025	78353	Pickard, Sam	UNIFORM 2-	37-00-5046-02	Uniforms	111.01
Total 3700504602:							111.01
3700505702							
78259							
02/25	02/04/2025	78259	SiteOne Landscape Supply	Multiple	37-00-5057-02	Repair & Maintenance	567.18

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
78398							
02/25	02/12/2025	78398	Limelight Electric	13297604	37-00-5057.02	Repair & Maintenance	773.79
Total 3700505702:							1,340.97
3900502301							
78257							
02/25	02/04/2025	78257	RAFT	2025	39-00-5023.01	RAFT Contribution	75,000.00
Total 3900502301:							75,000.00
3900511402							
78270							
02/25	02/05/2025	78270	Kwik Korner	JANUARY 20	39-00-5114.02	Gas & Oil	2,546.94
22825410							
02/25	02/28/2025	228254	WEX BANK	FEBRUARY	39-00-5114.02	Gas & Oil	2,089.79
Total 3900511402:							4,636.73
4000511400							
78418							
02/25	02/18/2025	78418	Wilson Williams Fellman Di	1360	40-00-5114.00	Spartan Design and Crossing	49.00
Total 4000511400:							49.00
4100528100							
78277							
02/25	02/06/2025	78277	Wildfire Arts Center	2025	41-00-5281.00	Wildfire Arts provider	70,000.00
Total 4100528100:							70,000.00
5100461000							
78376							
02/25	02/28/2025	78376	Town of Johnstown	FEBRUARY	51-00-4610-00	Sales Tax Revenue	5,880.76
Total 5100461000:							5,880.76
5100523900							
78346							
02/25	02/13/2025	78346	Town of Mead	3238	51-00-5239.00	Street Improvements	29,459.01
Total 5100523900:							29,459.01
5201501101							
78404							
02/25	02/12/2025	78404	Hilltop Broadband	4872-202502	52-01-5011.01	Telephone/Internet	401.40
78439							
02/25	02/26/2025	78439	AT&T Mobility	FEB25	52-01-5011.01	Telephone/Internet	838.74
Total 5201501101:							1,240.14
5201501201							
78279							
02/25	02/06/2025	78279	XCEL Energy	913181485	52-01-5012.01	Utilities	14,647.36
Total 5201501201:							14,647.36

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
5201502004							
78332							
02/25	02/12/2025	78332	IVR Systems	Multiple	52-01-5020.04	Purchased Services	288.00
Total 5201502004:							288.00
5201505404							
78327							
02/25	02/11/2025	78327	Republic Services	Multiple	52-01-5054.04	Trash Service	880.27
Total 5201505404:							880.27
5201505601							
78445							
02/25	02/26/2025	78445	Lefthand Printworks	3754	52-01-5056.01	Brochures/Advertising/Printing	160.00
Total 5201505601:							160.00
5201524701							
78395							
02/25	02/12/2025	78395	DaySmart Recreation	1382214	52-01-5247.01	Computer Software	1,930.15
Total 5201524701:							1,930.15
5203502004							
78431							
02/25	02/26/2025	78431	Holbrook Service	18017	52-03-5020.04	Purchased Services	2,499.00
78447							
02/25	02/26/2025	78447	Long Building Technologies	SCPAY00056	52-03-5020.04	Purchased Services	781.00
Total 5203502004:							3,280.00
5203505701							
78443							
02/25	02/26/2025	78443	Front Range Plumbing	Multiple	52-03-5057.01	Equipment Maintenance/Repair	1,589.00
Total 5203505701:							1,589.00
5203508904							
78239							
02/25	02/04/2025	78239	C & B Cleaning	Multiple	52-03-5089.04	Janitor Service	6,951.00
Total 5203508904:							6,951.00
5203510201							
78396							
02/25	02/12/2025	78396	HD Supply formerly Home	Multiple	52-03-5102.01	Supplies/Equipment	1,727.32
Total 5203510201:							1,727.32
5205500801							
78280							
02/25	02/10/2025	78280	American DataBank LLC	2501251	52-05-5008.01	Background/Physicals	153.32
Total 5205500801:							153.32

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
5205502004							
78274							
02/25	02/06/2025	78274	CEM Sales & Service	165339	52-05-5020.04	Purchased Services	8,899.76
Total 5205502004:							8,899.76
5205505701							
78440							
02/25	02/26/2025	78440	CEM Sales & Service	165462	52-05-5057.01	Equipment Maintenance/Repair	1,327.04
Total 5205505701:							1,327.04
5205505703							
78401							
02/25	02/12/2025	78401	CEM Sales & Service	165371	52-05-5057.03	Boiler Room Maintenance/Repair	83.60
Total 5205505703:							83.60
5205506001							
78260							
02/25	02/04/2025	78260	The Aqueous Solution, Inc	137	52-05-5060.01	Chemicals	6,028.00
Total 5205506001:							6,028.00
5206502004							
78331							
02/25	02/12/2025	78331	Extreme Care	Multiple	52-06-5020.04	Purchased Services	654.00
Total 5206502004:							654.00
5206510201							
78434							
02/25	02/26/2025	78434	Push Pedal Pull, Inc	395561	52-06-5102.01	Supplies/Equipment	864.00
Total 5206510201:							864.00
5207502004							
78403							
02/25	02/12/2025	78403	Crest Robotics and Compu	3653	52-07-5020.04	Purchased Services	764.40
Total 5207502004:							764.40
5207502104							
78273							
02/25	02/06/2025	78273	Berthoud Local	2025	52-07-5021.04	Wildfire Class	25,000.00
Total 5207502104:							25,000.00
5209502012							
78405							
02/25	02/12/2025	78405	Northern Colorado Sports	Multiple	52-09-5020.12	Officials-Youth Basketball	2,420.00
78448							
02/25	02/26/2025	78448	Northern Colorado Sports	Multiple	52-09-5020.12	Officials-Youth Basketball	2,460.00
Total 5209502012:							4,880.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
5209504612							
78244							
02/25	02/04/2025	78244	Denver Nuggets	01292025	52-09-5046.12	Uniforms-Youth Basketball	3,996.00
Total 5209504612							3,996.00
5240570100							
78413							
02/25	02/18/2025	78413	Mountain View Commercial	Multiple	52-40-5701.00	Waggener Farm Park maint	2,766.28
Total 5240570100							2,766.28
5240570200							
78402							
02/25	02/12/2025	78402	Colorado Portables	26624	52-40-5702.00	Berthoud Bike Park maint	330.00
Total 5240570200							330.00
5270510100							
78281							
02/25	02/10/2025	78281	Barker Rinker Seacat Archi	15843	52-70-5101.00	Outdoor Pool Feasiblity Study	17,813.75
Total 5270510100							17,813.75
Grand Totals							1,471,855.23

February 2025

Beginning and ending fund balances are not included in YTD and TOTAL Budget columns.

GENERAL FUND

REVENUE

PERCENTAGE

YTD ACTUAL vs

YTD BUDGET

	<u>CURRENT MONTH</u>		<u>YTD ACTUAL</u>		<u>YTD BUDGET</u>		<u>TOTAL 2025 BUDGET</u>		
TAXES	\$ 227,197.61	\$	321,077.59	\$	1,558,052.33	\$	9,348,314.00		20.6%
LICENSES & PERMITS	\$ 16,704.42	\$	37,739.34	\$	36,590.00	\$	219,540.00		103.1%
INTERGOVERNMENTAL REVENUE	\$ 42,679.90	\$	71,755.15	\$	93,264.00	\$	559,584.00		76.9%
FINES	\$ 1,030.00	\$	2,580.00	\$	5,679.17	\$	34,075.00		45.4%
MISCELLANEOUS	\$ 248,882.61	\$	567,590.46	\$	365,950.00	\$	2,195,700.00		155.1%
TRANSFERS	\$ 45,816.75	\$	92,388.06	\$	93,799.67	\$	562,798.00		98.5%
PROPERTY SALES & DONATIONS & INS CLAIM	\$ -	\$	-	\$	-	\$	-		0.0%
RECREATION	\$ 55,797.36	\$	58,389.61	\$	30,725.00	\$	184,350.00		190.0%
PARKS	\$ 1,235.00	\$	1,320.00	\$	1,600.00	\$	9,600.00		82.5%
LEASE REVENUE	\$ 8,983.70	\$	17,494.90	\$	16,588.00	\$	99,528.00		105.5%
TOTAL REVENUE GENERAL FUND	\$ 648,327.35	\$	1,170,335.11	\$	2,202,248.17	\$	13,213,489.00		53.1%

ADMINISTRATION**PERCENTAGE****YTD ACTUAL vs**

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD BUDGET</u>
ADMIN SALARIES/TAXES/BENEFITS	\$ 124,855.33	\$ 221,702.46	\$ 311,681.17	\$ 1,870,087.00	71.1%
GENERAL OFFICE OTHER	\$ 37,808.40	\$ 311,404.61	\$ 132,792.50	\$ 796,755.00	234.5%
ELECTIONS	\$ -	\$ -	\$ 10,266.67	\$ 61,600.00	0.0%
MUNICIPAL COURT	\$ 3,918.03	\$ 8,615.37	\$ 9,466.67	\$ 56,800.00	91.0%
BOARD & BOARD MEETINGS	\$ 8,686.82	\$ 10,072.87	\$ 15,766.67	\$ 94,600.00	63.9%
FINANCE	\$ 271.59	\$ 4,499.59	\$ 2,666.67	\$ 16,000.00	168.7%
BUILDING MAINTENANCE	\$ 3,187.00	\$ 8,093.26	\$ 11,666.67	\$ 70,000.00	69.4%
COMMUNITY SUPPORT	\$ -	\$ -	\$ 17,000.00	\$ 102,000.00	0.0%
TRANSFERS	\$ 1,666.67	\$ 3,333.30	\$ 3,333.33	\$ 20,000.00	100.0%
TOTAL ADMIN EXPENDITURES	\$ 180,393.84	\$ 567,721.46	\$ 514,640.33	\$ 3,087,842.00	110.3%

PUBLIC SAFETY DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD BUDGET</u>
CODE ENFORCEMENT (INCLUDES SALARY)	\$ 6,524.00	\$ 11,797.83	\$ 34,803.67	\$ 208,822.00	33.9%
LSCO ADMIN SUPPLIES	\$ -	\$ -	\$ 316.67	\$ 1,900.00	0.0%
ANIMAL CONTROL	\$ 3,288.42	\$ 6,576.84	\$ 6,500.00	\$ 39,000.00	101.2%
TRAFFIC CONTROL/PEDESTRIAN SAFETY/ABATE	\$ -	\$ -	\$ 1,000.00	\$ 6,000.00	0.0%
DRUG EDUCATION/PUBLIC EVENTS	\$ 798.62	\$ 1,016.22	\$ 6,366.67	\$ 38,200.00	16.0%
LARIMER COUNTY SHERIFF	\$ -	\$ -	\$ 479,195.50	\$ 2,875,173.00	0.0%
TOTAL PUBLIC SAFETY EXPENDITURES	\$ 10,611.04	\$ 19,390.89	\$ 528,182.50	\$ 3,169,095.00	3.7%

STREETS DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 45,640.92	\$ 74,694.43	\$ 121,107.83	\$ 726,647.00	61.7%
ADMINISTRATION OTHER	\$ 1,593.12	\$ 3,751.64	\$ 5,650.00	\$ 33,900.00	66.4%
STREET REPAIR/MAINTENANCE	\$ 14,958.32	\$ 25,643.07	\$ 45,833.33	\$ 275,000.00	55.9%
CONTRACT SERVICES	\$ 8,286.00	\$ 9,276.00	\$ 5,000.00	\$ 30,000.00	185.5%
SIGNAGE	\$ 1,660.60	\$ 3,133.40	\$ 6,666.67	\$ 40,000.00	47.0%
SNOW REMOVAL	\$ 45,222.36	\$ 45,222.36	\$ 10,833.33	\$ 65,000.00	417.4%
SHOP & VEHICLE MAINTENANCE	\$ 6,144.24	\$ 14,829.63	\$ 28,833.33	\$ 173,000.00	51.4%
REMOVE OLD STREETS BUILDING	\$ -	\$ -	\$ 4,166.67	\$ 25,000.00	0.0%
TOTAL STREETS EXPENDITURES	\$ 123,505.56	\$ 176,550.53	\$ 228,091.17	\$ 1,368,547.00	77.4%

RECREATION DEPARTMENT

EXPENDITURES					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
ADMIN SALARIES/TAXES/BENEFITS	\$ 24,811.38	\$ 42,168.10	\$ 50,679.83	\$ 304,079.00	83.2%
ADMINISTRATION (SUPPLIES, CONCESSIONS)	\$ 1,618.78	\$ 2,891.05	\$ 9,525.00	\$ 57,150.00	30.4%
FLAG FOOTBALL	\$ -	\$ -	\$ 3,165.00	\$ 18,990.00	0.0%
TRACK	\$ -	\$ -	\$ 1,737.17	\$ 10,423.00	0.0%
TENNIS	\$ -	\$ -	\$ 965.00	\$ 5,790.00	0.0%
ADULT SOFTBALL	\$ -	\$ -	\$ 941.67	\$ 5,650.00	0.0%
YOUTH BASEBALL	\$ 50.00	\$ 50.00	\$ 3,858.33	\$ 23,150.00	1.3%
YOUTH SOFTBALL	\$ 69.05	\$ 69.05	\$ 2,551.67	\$ 15,310.00	2.7%
ADULT KICKBALL	\$ -	\$ -	\$ 691.67	\$ 4,150.00	0.0%
ADULT SOCCER	\$ -	\$ -	\$ 800.00	\$ 4,800.00	0.0%
SOCCER	\$ -	\$ -	\$ 4,718.33	\$ 28,310.00	0.0%
CAMPS/TOURNAMENTS	\$ 213.71	\$ 213.71	\$ 1,375.00	\$ 8,250.00	15.5%
ADDITIONAL PROGRAMS	\$ 1,246.80	\$ 1,390.57	\$ 2,016.67	\$ 12,100.00	69.0%
TOTAL RECREATION EXPENDITURES	\$ 28,009.72	\$ 46,782.48	\$ 83,025.33	\$ 498,152.00	56.3%

PARKS DEPARTMENT

EXPENDITURES					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 50,621.79	\$ 84,839.58	\$ 125,974.17	\$ 755,845.00	67.3%
ADMINISTRATION OTHER	\$ 2,068.87	\$ 5,835.53	\$ 5,416.67	\$ 32,500.00	107.7%
INSECT CONTROL	\$ -	\$ -	\$ 10,000.00	\$ 60,000.00	0.0%
FACILITIES MAINTENANCE	\$ 1,597.99	\$ 3,867.12	\$ 9,333.33	\$ 56,000.00	41.4%
TURF/BALLFIELDS	\$ 876.69	\$ 956.06	\$ 24,416.67	\$ 146,500.00	3.9%
GENERAL PARKS	\$ 5,991.17	\$ 10,326.51	\$ 22,333.33	\$ 134,000.00	46.2%
FLEET MAINTENANCE	\$ 1,328.71	\$ 2,450.34	\$ 4,333.33	\$ 26,000.00	56.5%
SEASONAL DECORATIONS/BANNERS	\$ -	\$ 2,425.60	\$ 3,166.67	\$ 19,000.00	76.6%
TRANSFER TO FORESTRY	\$ 41,666.67	\$ 83,333.30	\$ 83,333.33	\$ 500,000.00	100.0%
TOTAL PARKS EXPENDITURES	\$ 104,151.89	\$ 194,034.04	\$ 288,307.50	\$ 1,729,845.00	67.3%

ECONOMIC DEVELOPMENT**PERCENTAGE****YTD ACTUAL vs**

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 23,440.53	\$ 40,782.56	\$ 32,357.83	\$ 194,147.00	126.0%
ADMINISTRATION OTHER	\$ 275.51	\$ 26,892.60	\$ 7,400.00	\$ 44,400.00	363.4%
BUSINESS DEVELOPMENT/MARKETING	\$ 20,986.62	\$ 23,570.43	\$ 11,850.00	\$ 71,100.00	198.9%
GRANTS - MARKET STUDY & FAÇADE/SIGN	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL ECONOMIC DEV EXPENDITURES	\$ 44,702.66	\$ 91,245.59	\$ 51,607.83	\$ 309,647.00	176.8%

BUILDING DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 16,093.44	\$ 27,525.26	\$ 43,703.17	\$ 262,219.00	63.0%
ADMINISTRATION OTHER	\$ 906.39	\$ 1,099.92	\$ 3,433.33	\$ 20,600.00	32.0%
INSPECTIONS	\$ 35,039.94	\$ 88,088.45	\$ 80,000.00	\$ 480,000.00	110.1%
TOTAL BUILDING DEPARMENT EXPENDITURES	\$ 52,039.77	\$ 116,713.63	\$ 127,136.50	\$ 762,819.00	91.8%

PLANNING DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 34,161.54	\$ 54,877.10	\$ 84,780.83	\$ 508,685.00	64.7%
ADMINISTRATION OTHER	\$ 586.33	\$ 3,794.13	\$ 6,375.00	\$ 38,250.00	59.5%
COMMISSION SUPPORT	\$ 293.64	\$ 3,413.71	\$ 3,333.33	\$ 20,000.00	102.4%
DEVELOPMENT REVIEW	\$ 17,586.00	\$ 42,162.99	\$ 10,000.00	\$ 60,000.00	421.6%
COMPREHENSIVE PLANNING	\$ 8,592.56	\$ 18,352.13	\$ 21,916.67	\$ 131,500.00	83.7%
TOTAL PLANNING DEPARTMENT EXPENDITURES	\$ 61,220.07	\$ 122,600.06	\$ 126,405.83	\$ 758,435.00	97.0%

ENGINEERING**PERCENTAGE****YTD ACTUAL vs**

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 22,113.36	\$ 31,717.72	\$ 90,736.00	\$ 544,416.00	35.0%
ADMINISTRATION OTHER	\$ 2,432.17	\$ 20,838.66	\$ 31,516.67	\$ 189,100.00	66.1%
TOTAL ENGINEERING EXPENDITURES	\$ 24,545.53	\$ 52,556.38	\$ 122,252.67	\$ 733,516.00	43.0%

COMMUNITY OUTREACH

EXPENDITURES					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 9,103.04	\$ 15,682.89	\$ 17,206.00	\$ 103,236.00	91.1%
ADMINISTRATION OTHER	\$ 663.61	\$ 1,457.43	\$ 1,657.50	\$ 9,945.00	87.9%
COMMUNITY SUPPORT	\$ 1,912.15	\$ 2,272.15	\$ 12,916.67	\$ 77,500.00	17.6%
TOTAL COMMUNITY OUTREACH EXPENDITURES	\$ 11,678.80	\$ 19,412.47	\$ 31,780.17	\$ 190,681.00	61.1%

TOWN HALL-MOUNTAIN AVE

EXPENDITURES					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
INSURANCE AND TAXES	\$ -	\$ -	\$ 6,475.00	\$ 38,850.00	0.0%
BUILDING MAINTENANCE	\$ 1,821.01	\$ 3,198.93	\$ 2,277.50	\$ 13,665.00	140.5%
BUILDING REPAIRS	\$ -	\$ -	\$ 87.50	\$ 525.00	0.0%
ELEVATOR MAINTENANCE	\$ -	\$ -	\$ 962.50	\$ 5,775.00	0.0%
HOA FEES	\$ 4,713.35	\$ 9,174.26	\$ 9,362.50	\$ 56,175.00	0.0%
DESIGN	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL MOUNTAIN AVE EXPENDITURES	\$ 6,534.36	\$ 12,373.19	\$ 19,165.00	\$ 114,990.00	64.6%

					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL G.F.C.I. EXPENDITURES	\$ 107,182.48	\$ 334,994.04	\$ 1,071,666.67	\$ 6,430,000.00	31.3%
TOTAL CONTRIBUTION EXPENDITURES	\$ -	\$ 15,400.00	\$ 2,566.67	\$ 15,400.00	600.0%
TOTAL EXPENDITURES GENERAL FUND	\$ 754,575.72	\$ 1,769,774.76	\$ 3,194,828.17	\$ 19,168,969.00	
TOTAL REVENUE OVER EXPENDITURES	\$ (106,248.37)	\$ (599,439.65)	\$ (992,580.01)	\$ (5,955,480.00)	

WATER FUND**SOURCE OF SUPPLY****PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL SOURCE OF SUPPLY REVENUE	\$ 171,306.47	\$ 372,827.26	\$ 426,875.00	\$ 2,561,250.00	87.3%
TOTAL SOURCE OF SUPPLY EXPENDITURES	\$ 107,531.33	\$ 151,548.33	\$ 1,231,798.33	\$ 7,390,790.00	12.3%
NET REVENUE OVER EXPENDITURES	\$ 63,775.14	\$ 221,278.93	\$ (804,923.33)	\$ (4,829,540.00)	

WATER OPERATIONS & MAINTENANCE**PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL WATER OPERATING REVENUE	\$ 394,614.20	\$ 656,379.97	\$ 731,333.33	\$ 4,388,000.00	89.8%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 50,943.16	\$ 86,103.66	\$ 163,987.83	\$ 983,927.00	52.5%
ADMINISTRATION OTHER	\$ 10,404.73	\$ 143,800.49	\$ 96,158.33	\$ 576,950.00	149.5%
DISTRIBUTION	\$ 1,171.06	\$ 13,579.79	\$ 64,683.33	\$ 388,100.00	21.0%
TREATMENT	\$ 12,658.96	\$ 33,354.99	\$ 148,116.67	\$ 888,700.00	22.5%
PROFESSIONAL SERVICES	\$ 44,295.94	\$ 88,970.63	\$ 110,958.33	\$ 665,750.00	80.2%
UTILITY BILLING	\$ 1,889.36	\$ 3,291.87	\$ 5,266.67	\$ 31,600.00	62.5%
IMPROVEMENTS	\$ 9,705.00	\$ 19,530.00	\$ 558,333.33	\$ 3,350,000.00	3.5%
TRANSFER	\$ 24,166.67	\$ 48,333.34	\$ 121,564.00	\$ 729,384.00	39.8%
TOTAL WATER OPERATING EXPENDITURES	\$ 155,234.88	\$ 436,964.77	\$ 1,269,068.50	\$ 7,614,411.00	34.4%
NET REVENUE OVER EXPENDITURES	\$ 239,379.32	\$ 219,415.20	\$ (537,735.17)	\$ (3,226,411.00)	

WATER PLANT CAPITAL IMPROVEMENTS**PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL WATER PLANT CAPITAL REVENUE	\$ 107,618.03	\$ 289,605.49	\$ 391,984.00	\$ 2,351,904.00	73.9%
TOTAL WATER PLANT CAPITAL EXPENDITURES	\$ -	\$ 6,010.00	\$ 316,666.67	\$ 1,900,000.00	1.9%
NET REVENUE OVER EXPENDITURES	\$ 107,618.03	\$ 283,595.49	\$ 75,317.33	\$ 451,904.00	
TOTAL WATER FUND REVENUE	\$ 673,538.70	\$ 1,318,812.72	\$ 1,550,192.33	\$ 9,301,154.00	85.1%
TOTAL WATER FUND EXPENDITURES	\$ 262,766.21	\$ 594,523.10	\$ 2,817,533.50	\$ 16,905,201.00	21.1%
NET REVENUE OVER EXPENDITURES	\$ 410,772.49	\$ 724,289.62	\$ (1,267,341.17)	\$ (7,604,047.00)	

WASTEWATER FUND**WASTEWATER OPERATIONS & MAINTENANCE**

					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL WASTEWATER REVENUE	\$ 380,116.01	\$ 757,258.51	\$ 638,250.00	\$ 3,829,500.00	118.6%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 18,271.30	\$ 28,090.19	\$ 61,419.67	\$ 368,518.00	45.7%
ADMINISTRATION OTHER	\$ 2,792.42	\$ 127,987.36	\$ 35,330.83	\$ 211,985.00	362.3%
MAIN WASTEWATER TREATMENT PLANT	\$ 36,349.11	\$ 69,926.48	\$ 118,916.67	\$ 713,500.00	58.8%
REGIONAL I-25 TREATMENT PLAN	\$ 1,696.54	\$ 5,794.48	\$ 30,362.50	\$ 182,175.00	19.1%
COLLECTION SYSTEM	\$ 1,603.19	\$ 5,338.68	\$ 38,025.00	\$ 228,150.00	14.0%
PROFESSIONAL SERVICES	\$ 62,277.22	\$ 110,262.25	\$ 137,266.67	\$ 823,600.00	80.3%
UTILITY BILLING	\$ 2,818.73	\$ 5,150.41	\$ 5,266.67	\$ 31,600.00	97.8%
TRANSFER	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 240,000.00	100.0%
IMPROVEMENTS	\$ 130,155.65	\$ 130,155.65	\$ 750,000.00	\$ 4,500,000.00	17.4%
BOND	\$ -	\$ -	\$ 151,016.67	\$ 906,100.00	0.0%
TOTAL WASTEWATER EXPENDITURES	\$ 275,964.16	\$ 522,705.50	\$ 1,367,604.67	\$ 8,205,628.00	38.2%
NET REVENUE OVER EXPENDITURES	\$ 104,151.85	\$ 234,553.01	\$ (729,354.67)	\$ (4,376,128.00)	

WASTEWATER CAPITAL IMPROVEMENTS

					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL WASTEWATER CAPITAL REVENUE	\$ 113,057.98	\$ 296,425.62	\$ 349,171.67	\$ 2,095,030.00	84.9%
TOTAL WASTEWATER CAPITAL EXPENDITURES	\$ 130,266.46	\$ 138,636.46	\$ 1,537,666.67	\$ 9,226,000.00	9.0%
NET REVENUE OVER EXPENDITURES	\$ (17,208.48)	\$ 157,789.16	\$ (1,188,495.00)	\$ (7,130,970.00)	
TOTAL WASTEWATER FUND REVENUE	\$ 493,173.99	\$ 1,053,684.13	\$ 987,421.67	\$ 5,924,530.00	106.7%
TOTAL WASTEWATER FUND EXPENDITURES	\$ 406,230.62	\$ 661,341.96	\$ 2,905,271.34	\$ 17,431,628.00	22.8%
TOTAL REVENUE OVER EXPENDITURES	\$ 86,943.37	\$ 392,342.17	\$ (1,917,849.67)	\$ (11,507,098.00)	

STORM WATER FACILITIES FUND**STORM WATER OPERATIONS & MAINTENANCE**

					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL STORM WATER REVENUE	\$ 68,547.82	\$ 138,591.26	\$ 103,333.33	\$ 620,000.00	134.1%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ -	\$ -	\$ -	\$ -	0.0%
ADMINISTRATION OTHER	\$ 875.00	\$ 1,750.00	\$ 3,875.00	\$ 23,250.00	45.2%
STREET CLEANING	\$ -	\$ -	\$ 18,833.33	\$ 113,000.00	0.0%
PROFESSIONAL SERVICES	\$ -	\$ -	\$ 5,000.00	\$ 30,000.00	0.0%
IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL STORM WATER EXPENDITURES	\$ 875.00	\$ 1,750.00	\$ 27,708.33	\$ 166,250.00	6.3%
NET REVENUE OVER EXPENDITURES	\$ 67,672.82	\$ 136,841.26	\$ 75,625.00	\$ 453,750.00	

STORM WATER CAPITAL IMPROVEMENTS

					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL STORM WATER CAPITAL REVENUE	\$ 39,638.34	\$ 103,069.75	\$ 99,666.67	\$ 598,000.00	103.4%
TOTAL STORM WATER CAPITAL EXPENDITURES	\$ 3,241.50	\$ 7,279.75	\$ 377,500.00	\$ 2,265,000.00	1.9%
NET REVENUE OVER EXPENDITURES	\$ 36,396.84	\$ 95,790.00	\$ (277,833.33)	\$ (1,667,000.00)	
TOTAL STORM WATER FUND REVENUE	\$ 108,186.16	\$ 241,661.01	\$ 203,000.00	\$ 1,218,000.00	119.0%
TOTAL STORM WATER FUND EXPENDITURES	\$ 4,116.50	\$ 9,029.75	\$ 405,208.33	\$ 2,431,250.00	2.2%
TOTAL REVENUE OVER EXPENDITURES	\$ 104,069.66	\$ 232,631.26	\$ (202,208.33)	\$ (1,213,250.00)	

SPECIAL REVENUE FUNDS**PARK DEVELOPMENT**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>PERCENTAGE</u> <u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL PARK DEVELOPMENT REVENUE	\$ 41,051.36	\$ 115,330.19	\$ 251,833.33	\$ 1,511,000.00	45.8%
TOTAL PARK DEVELOPMENT EXPENDITURES	\$ 152,377.33	\$ 166,904.57	\$ 377,500.00	\$ 2,265,000.00	44.2%
NET REVENUE OVER EXPENDITURES	\$ (111,325.97)	\$ (51,574.38)	\$ (125,666.67)	\$ (754,000.00)	

PARK DEDICATION

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>PERCENTAGE</u> <u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL PARK DEDICATION REVENUE	\$ 11,230.01	\$ 30,859.50	\$ 44,208.33	\$ 265,250.00	69.8%
TOTAL PARK DEDICATION EXPENDITURES	\$ -	\$ -	\$ 125,000.00	\$ 750,000.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 11,230.01	\$ 30,859.50	\$ (80,791.67)	\$ (484,750.00)	

PUBLIC FACILITIES

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>PERCENTAGE</u> <u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL PUBLIC FACILITIES REVENUE	\$ 17,803.65	\$ 43,767.21	\$ 50,916.67	\$ 305,500.00	86.0%
TOTAL PUBLIC FACILITIES EXPENDITURES	\$ -	\$ 33,640.00	\$ 381,666.67	\$ 2,290,000.00	8.8%
NET REVENUE OVER EXPENDITURES	\$ 17,803.65	\$ 10,127.21	\$ (330,750.00)	\$ (1,984,500.00)	

CONSERVATION TRUST/FORESTRY**PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>		<u>YTD ACTUAL</u>		<u>YTD BUDGET</u>		<u>TOTAL 2025 BUDGET</u>		<u>YTD BUDGET</u>
TOTAL CONSERVATION TRUST REVENUE	\$ 43,476.74	\$	87,005.16	\$	110,833.33	\$	665,000.00		78.5%
EXPENDITURES									
SALARIES/TAXES/BENEFITS	\$ 37,804.82	\$	66,973.71	\$	90,148.17	\$	540,889.00		74.3%
ADMINISTRATION OTHER	\$ 1,131.69	\$	4,647.25	\$	2,575.00	\$	15,450.00		180.5%
FLEET MAINTENANCE	\$ 654.49	\$	1,208.09	\$	3,333.33	\$	20,000.00		36.2%
PARK MAINTENANCE & IMPROVEMENTS	\$ -	\$	-	\$	3,500.00	\$	21,000.00		0.0%
TREE MAINTENANCE	\$ 2,447.58	\$	2,710.41	\$	12,750.00	\$	76,500.00		21.3%
EAB RESPONSE	\$ -	\$	-	\$	7,500.00	\$	45,000.00		0.0%
TOTAL CONSERVATION TRUST EXPENDITURES	\$ 42,038.58	\$	75,539.46	\$	119,806.50	\$	718,839.00		63.1%
NET REVENUE OVER EXPENDITURES	\$ 1,438.16	\$	11,465.70	\$	(8,973.17)	\$	(53,839.00)		

LARIMER COUNTY OPEN SPACE TAX**PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>		<u>YTD ACTUAL</u>		<u>YTD BUDGET</u>		<u>TOTAL 2025 BUDGET</u>		<u>YTD BUDGET</u>
TOTAL LARIMER COUNTY REVENUE	\$ 3,115.56	\$	7,093.64	\$	605,833.33	\$	3,635,000.00		1.2%
TOTAL LARIMER COUNTY EXPENDITURES	\$ 150,762.64	\$	163,759.88	\$	470,000.00	\$	2,820,000.00		34.8%
NET REVENUE OVER EXPENDITURES	\$ (147,647.08)	\$	(156,666.24)	\$	135,833.33	\$	815,000.00		

CEMETERY ENDOWMENT**PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>		<u>YTD ACTUAL</u>		<u>YTD BUDGET</u>		<u>TOTAL 2025 BUDGET</u>		<u>YTD BUDGET</u>
TOTAL CEMETERY ENDOWMENT REVENUE	\$ 2,243.87	\$	6,624.84	\$	12,083.33	\$	72,500.00		54.8%
EXPENDITURES									
SALARIES/TAXES/BENEFITS	\$ 5,004.87	\$	9,489.83	\$	12,736.00	\$	76,416.00		74.5%
FUNERALS	\$ -	\$	-	\$	500.00	\$	3,000.00		0.0%
MAINTENANCE	\$ 953.08	\$	2,683.21	\$	4,758.33	\$	28,550.00		56.4%
IMPROVEMENTS	\$ -	\$	-	\$	5,833.33	\$	35,000.00		0.0%
TOTAL CEMETERY ENDOWMENT EXPENDITURES	\$ 5,957.95	\$	12,173.04	\$	23,827.67	\$	142,966.00		51.1%
NET REVENUE OVER EXPENDITURES	\$ (3,714.08)	\$	(5,548.20)	\$	(11,744.34)	\$	(70,466.00)		

<u>BATS</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL BATS REVENUE	\$ 9,108.57	\$ 18,442.10	\$ 169,583.33	\$ 1,017,500.00	10.9%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 9,579.95	\$ 19,358.32	\$ 22,793.33	\$ 136,760.00	84.9%
ADMINISTRATION OTHER	\$ -	\$ 700.99	\$ 1,733.33	\$ 10,400.00	40.4%
DRIVING	\$ 1,058.02	\$ 1,818.77	\$ 5,100.00	\$ 30,600.00	35.7%
SERVICES	\$ 75,000.00	\$ 75,000.00	\$ 161,666.67	\$ 970,000.00	46.4%
TOTAL BATS EXPENDITURES	\$ 85,637.97	\$ 96,878.08	\$ 191,293.33	\$ 1,147,760.00	50.6%
NET REVENUE OVER EXPENDITURES	\$ (76,529.40)	\$ (78,435.98)	\$ (21,710.00)	\$ (130,260.00)	
<u>ROAD IMPACT FEES</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL ROAD IMPACT REVENUE	\$ 47,293.89	\$ 121,920.37	\$ 148,875.00	\$ 893,250.00	81.9%
TOTAL ROAD IMPACT EXPENDITURES	\$ 775.08	\$ 2,353.72	\$ 878,716.33	\$ 5,272,298.00	0.3%
NET REVENUE OVER EXPENDITURES	\$ 46,518.81	\$ 119,566.65	\$ (729,841.33)	\$ (4,379,048.00)	
<u>RECREATIONAL MMJ</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL RECREATIONAL MMJ REVENUES	\$ 54,607.19	\$ 59,384.11	\$ 108,333.33	\$ 650,000.00	54.8%
TOTAL RECREATIONAL MMJ EXPENDITURES	\$ -	\$ 70,000.00	\$ 137,500.00	\$ 825,000.00	50.9%
NET REVENUE OVER EXPENDITURES	\$ 54,607.19	\$ (10,615.89)	\$ (29,166.67)	\$ (175,000.00)	

<u>1998 1% SALES TAX</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL 1998 1% REVENUE	\$ 93,042.50	\$ 155,209.76	\$ 515,104.17	\$ 3,090,625.00	30.1%
TOTAL 1998 1% EXPENDITURES	\$ 67,397.78	\$ 95,492.83	\$ 968,533.33	\$ 5,811,200.00	9.9%
NET REVENUE OVER EXPENDITURES	\$ 25,644.72	\$ 59,716.93	\$ (453,429.16)	\$ (2,720,575.00)	
<u>2019 1% SALES TAX</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
RECREATION CENTER REVENUE	\$ 173,402.43	\$ 364,433.49	\$ 287,141.67	\$ 1,722,850.00	126.9%
SALES TAX REVENUE/INTEREST	\$ 104,681.84	\$ 179,449.50	\$ 551,770.83	\$ 3,310,625.00	32.5%
TOTAL 2019 1% REVENUE	\$ 278,084.27	\$ 543,882.99	\$ 838,912.50	\$ 5,033,475.00	64.8%
RECREATION CENTER OPERATING EXPENSES	\$ 172,644.20	\$ 400,958.38	\$ 420,184.33	\$ 2,521,106.00	95.4%
PARK EXPENSES	\$ 1,525.00	\$ 20,985.03	\$ 683,375.00	\$ 4,100,250.00	3.1%
COP PAYMENT AND OTHER EXPENSES	\$ 6,142.50	\$ 6,142.50	\$ 191,700.00	\$ 1,150,200.00	3.2%
TOTAL 2019 1% EXPENDITURES	\$ 180,311.70	\$ 428,085.91	\$ 1,295,259.33	\$ 7,771,556.00	33.1%
NET REVENUE OVER EXPENDITURES	\$ 97,772.57	\$ 115,797.08	\$ (456,346.83)	\$ (2,738,081.00)	
TOTAL SPECIAL FUNDS REVENUE	\$ 601,057.61	\$ 1,189,519.87	\$ 2,856,516.65	\$ 17,139,100.00	
TOTAL SPECIAL FUNDS EXPENDITURES	\$ 685,259.03	\$ 1,144,827.49	\$ 4,969,103.16	\$ 29,814,619.00	
TOTAL REVENUE OVER EXPENDITURES	\$ (84,201.42)	\$ 44,692.38	\$ (2,112,586.51)	\$ (12,675,519.00)	

TOTAL REVENUE	\$ 2,524,283.81	\$ 4,974,012.84	\$ 7,799,378.82	\$ 46,796,273.00
TOTAL EXPENDITURES	\$ 2,112,948.08	\$ 4,179,497.06	\$ 14,291,944.50	\$ 85,751,667.00

BOARD OF TRUSTEES INFORMATION



PARKS DEPARTMENT

Meeting Date:	April 8, 2025
Agenda Title/Subject:	North Berthoud Parkway Trail Gap Budget Update
Type of Item:	Consent Agenda
Purpose:	Board approval of updated AB Underground Contract
Presented by:	Keith Knoll – Public Works Operations Manager

ATTACHMENTS:

BACKGROUND:

The North Berthoud Parkway Trail Gap construction began in February 2025. Much of the project will be completed by May 2025. The pedestrian signal light install is expected in June 2025.

As we have worked through the project we have encountered unforeseen design changes, design to bid sheet discrepancies, and CDOT required contract adjustments which have created change orders with our contractor AB Underground currently totaling \$61,360.93. Also, we are estimating additional change orders with AB Underground including N. Berthoud Pkwy asphalt shoulder renovation and CR 10e ADA ramp modification for an additional \$25,000.00. The combined change order total is \$86,360.93.

Original AB Underground Financial Summary

Overall Project Expense - \$714,995.00
State/CDOT Grant Revenue - \$500,000.00
Town of Berthoud Cost - \$214,995.00

Updated AB Underground Financial Summary

Updated Overall Project Expense – \$801,355.93
State/CDOT Grant Revenue - \$500,000.00
Town of Berthoud Cost - \$301,355.93

COMMUNITY TOUCHSTONES:

The trail connection along N. Berthoud Parkway has been identified as a high priority action item by the Parks, Open Space, Recreation, and Trails committee for many years. This alternative transportation link will enhance Berthoud's **Community Identity** as a great place to visit and recreate.

FISCAL IMPACT AND FUND SOURCE:

31-00-5250.00 – North Berthoud Parkway Trail - \$675,000.00

RECOMMENDED ACTION(S):

Board approval of updated AB Underground Contract Adjustment.

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	April 8, 2025
Agenda Title/Subject:	Fire District Tax Measure Presentation
Type of Item:	Presentation
Purpose:	Informational Presentation
Presented by:	Stephen Charles, Fire Chief

BACKGROUND:

This item is an informational presentation by the Berthoud Fire Protection District.

BOARD OF TRUSTEES INFORMATION



UTILITIES

Meeting Date:	April 8, 2025
	Water Department Project Updates
Type of Item:	Regular Item
Purpose:	Updates
Presented by:	Ken Matthews, Director of Water Utilities

BACKGROUND:

The Town of Berthoud continues to make significant progress across multiple water, wastewater, and water resource projects. These projects are vital to ensuring regulatory compliance, meeting future capacity needs, and supporting sustainable growth within the community. Below is a summary of current key initiatives:

- WRF Phase 1AA Temporary Improvements
- WRF Phase 1A BNR Upgrades
- Berthoud Reservoir Stormwater Outfall
- Water Distribution System Rehabilitation
- Bacon Lake Interceptor and Water Line
- SCADA Master Plan
- Ryans Gulch Reservoir Change Case
- Handy Ditch Change Case
- South Platte River Cells, Storage and Augmentation Change Case
- Non-Potable System Improvements at Farmstead
- Non-Potable System Improvements at Legacy Park

UPDATE/NEXT STEPS:

Staff will continue coordinating with contractors and stakeholders to advance each project. Updates will be provided regularly, and staff will return to the Board with action items as project phases require funding or approval.

FISCAL IMPACT AND FUND SOURCE:

Projects are funded through the approved Water and Wastewater Budgets.

COMMUNITY TOUCHSTONES:

These improvements reflect the Town's commitment to sustainability, infrastructure resilience, and responsible growth. Each project supports reliable service delivery, environmental stewardship, and long-term operational efficiency.

RECOMMENDED ACTION(S):

No action required. This item is informational only.

BOARD OF TRUSTEES INFORMATION



UTILITIES

Meeting Date:	April 8, 2025
	SCADA Master Plan
Type of Item:	Regular Item
Purpose:	Approval of Development of SCADA Master Plan.
Presented by:	Ken Matthews, Director of Water Utilities

ATTACHMENTS:

- ACE Proposal
- Services Contract

BACKGROUND:

The Town of Berthoud's SCADA systems, spanning water and wastewater treatment plants, lift stations, booster stations, and storage facilities, are critical to maintaining operational efficiency, regulatory compliance, and system visibility. Many components of the existing SCADA infrastructure are outdated, non-standardized, or lack appropriate cybersecurity protections.

To address these issues, staff is requesting approval to proceed with the development of a SCADA Master Plan. This Plan will provide a comprehensive assessment of the current systems and establish a phased roadmap for future upgrades, including standardization of PLCs and HMIs, cybersecurity enhancements, and long-term system scalability.

UPDATE/NEXT STEPS:

If approved, staff will initiate the SCADA Master Plan development process with Applied Controls & Engineering (ACE). The planning effort will include site evaluations, stakeholder workshops, infrastructure assessments, and risk identification. Engineering staff will return to the Board with project-specific proposals and funding requests as each phase is developed.

FISCAL IMPACT AND FUND SOURCE:

Funding for the SCADA Master Plan will come from the Water and Wastewater Capital budgets. Costs for future SCADA improvements will be incorporated into the Town's Capital Improvement Plan.

COMMUNITY TOUCHSTONES:

The SCADA Master Plan will support the Town's commitment to sustainability, resilience, and public health by improving system reliability, reducing operational risk, and ensuring consistent service delivery. Upgrading SCADA also positions the Town to better respond to emergencies, track performance, and support long-term growth.

RECOMMENDED ACTION(S):

Approve the selection of ACE for this project and authorize the Town Administrator to execute a contract for the referenced professional services. Finally, authorize Town staff

to proceed with implementation planning and funding prioritization based on the recommendations outlined in the Plan.



APPLIED CONTROL ENGINEERING

THE RIGHT SOLUTION. ON-TIME. ON-BUDGET.

Applied Control Engineering, Inc.
4251 Kipling St, Suite 370
Wheat Ridge, CO 80033
Phone: 720 260 4971

Town of Berthoud SCADA Master Plan

Proposal #: TOB250225, Revision 0, February 25, 2025

Confidential

Applied Control Engineering, Inc. invested significant effort in the creation of this confidential proposal and the project outlined herein. Neither this proposal nor details of it are to be disclosed to persons who are not employees of Town of Berthoud without prior written approval from Applied Control Engineering, Inc.

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1. EXECUTIVE SUMMARY

The Town of Berthoud's (Berthoud) SCADA system plays a critical role in supporting essential operations that ensure the health and well-being of its residents. Given its importance, maintaining the system's security and availability is a top priority.

Berthoud seeks a comprehensive review and assessment of its SCADA system and the development of a Master Plan. This plan will evaluate the current SCADA infrastructure, identify areas for improvement, and provide recommendations to enhance efficiency, reliability, and scalability to better support the Town's water and wastewater operations.

Applied Control Engineering, Inc. (ACE), in collaboration with our cybersecurity partner, Optic Cyber Solutions, will assess the existing system, engage key Berthoud stakeholders, and develop a strategic plan to meet these objectives.

We are pleased to submit this proposal for the Town of Berthoud SCADA Master Plan.

2. CORPORATE OVERVIEW

2.1 Corporate Background

Applied Control Engineering, Inc. (ACE) was formed in 1991 as a Delaware corporation specializing in process control and systems integration. Since that time, we have grown to more than 200 engineers and support personnel with years of process control and systems engineering experience. Much of this growth has been fueled by customers who have rewarded our participation in successful efforts by contracting our services for additional control systems integration projects.

In November 1997, ACE further established its presence by opening an office in Danbury, Connecticut. This office enables us to serve customers located in Massachusetts, New York, and Northern New Jersey. The success of this office was followed by the opening of a sales support office in the Baltimore/Washington metropolitan area in August 2001.

In September 2004, ACE underwent and passed a rigorous 3rd party audit of its business and engineering practices to become a Control Systems Integrator Association (CSIA) Certified Member. Solid engineering and management, along with our extensive Quality Management System (QMS), based on ISO 9000 and GAMP guidelines, were a large

part of our success in attaining CSIA Certified Member status. ACE was recertified in both 2007 and 2010.

In March 2005, ACE acquired TransAmerican Automation, Inc. (TAI) with offices in Bridgeville, Pennsylvania and Houston, Texas. The integration of TAI added approximately 20 new engineers to ACE's already strong staff of process control engineering and manufacturing IT experts. TAI also brought with it a wealth of expertise to address the need of the metals and oil & gas industries. Like ACE, TAI was a CSIA Certified Member.

In February 2007, ACE continued its growth in the New England region by establishing an office in Taunton, Massachusetts. This addition allowed ACE to grow its regional engineering, marketing, and local customer service capabilities to the Greater Boston metropolitan area.

In May 2007, ACE expanded into the Lehigh Valley by opening an office in Quakertown, Pennsylvania. This office gives ACE the opportunity to more effectively support its customers in Eastern Pennsylvania and New Jersey.

In July 2008, ACE's Baltimore/Washington sales support office became a full-service engineering office. Located in Windsor Mill, MD, the Chesapeake Region office grants ACE the ability to better cater to the needs of its customers in Maryland, Virginia, and Central Pennsylvania.

In January 2010, ACE acquired ownership of Sequential Automation Consultants (Sequential). Sequential represented a very similar business to ACE providing process automation services to manufacturing companies in the Delaware Valley. Their additional experience and capabilities have been of significant value to both new and existing customers.

Also in January 2010, ACE launched its revised Safety Management System (SMS). The SMS provides guidance to all employees in pursuing their responsibility, shared with the company, of trying to and achieving an injury-free workplace.

In August 2012, longtime employees Ian Burns, Shawn Coughlan, Dave Erby, Jim Henley, and Steve Monaghan became principal owners of ACE. The ownership group expanded further to include Mike Lennon in September 2015. This expansion of company ownership is part of a strategic plan to ensure the long-term viability and independence of the company and its management - reflecting ACE's commitment to both its customers and employees.

Finally in 2022, ACE opened its eighth office in Denver, Colorado to better serve our customers in the Rocky Mountain and Mid-Western Regions.

ACE's successful growth has been recognized by *Inc.* magazine's listing of ACE as one of the fastest growing private companies in 1999, 2007, 2008, and 2009. ACE has been recognized as the 2021 System Integrator of the Year by the editors of Control Engineering and Plant Engineering magazine. The System Integrator of the Year program recognizes system integrators based on business skills, technical competence, and customer satisfaction. With engineering offices and support personnel in Colorado, Connecticut, Delaware, Maryland, Massachusetts, Pennsylvania, and Texas, ACE serves customer needs both locally and world-wide. From platform selection and design to start-up and validation, as an independent systems integrator, ACE helps customers select the right solution and then implement it on time and on budget.

2.2 Corporate Qualifications

Applied Control Engineering, Inc. is well qualified for this effort as ACE:

- Has offices in nine locations, serving customer needs both locally and world-wide.
- Has a staff of more than 150 engineers and support personnel specializing in systems integration projects for customers in the pharmaceutical and chemical industries.
- To support the need for effective IT and OT convergence, ACE has a dedicated team of OT Infrastructure and Cybersecurity Engineers who specialize in the networking and computing infrastructure that supports modern industrial control systems. They work hand in hand with our control system engineers who have vast expertise in OT automation applications. ACE is uniquely positioned to be able to apply modern standards of security and administration to digital control systems while minimizing impacts to operations and maintaining control of the physical process.
- Uses industry and vendor standards for OT cybersecurity wherever possible. Such standards include NIST 800-82 R3, ISA/IEC 62443, NERC-CIP, NIST CSF, and recommendations from individual OT vendors for their controllers.
- Is very familiar with regulated environments including NERC CIP, TSA SD02, biotech and pharmaceutical industries, and others.
- Demonstrates our commitment to quality design and long-term system support through a high level of repeat business, long-term employee retention, and customer satisfaction.
- Has partner relationships, both domestically and internationally, for additional resources. We use ACE employees and incorporate partner employees as business conditions and project needs dictate. Our status as one of the larger independent integration companies gives us the resources to handle unexpected or variable resource requests.

- Has been a CSIA member since 2002. After having passed a rigorous third-party audit of our technical and business practices we became Level 1 Certified in 2004. ACE was recertified in 2007 and 2010. In 2013, ACE chose not to recertify.

2.3 Project Qualifications & Experience

Applied Control Engineering, Inc. is well qualified for this effort as ACE:

- Has developed the following formal relationships:
 - an AspenTech Systems Integration Partner since 2007.
 - an exida Channel Partner since 2016.
 - a Solution Provider of GE Intelligent Platforms.
 - an Enrolled Member in the ICO-360 Track of the ICONICS Systems Integrator Partner program.
 - a Trained System Integrator under HIMA's comprehensive Partner Program.
 - a Honeywell Industrial Solutions Provider.
 - a Gold Tier TrakSYS™ Solutions Partner, the highest tier in the Parsec partner program.
 - a Rockwell Automation System Integrator Partner achieving the Gold Partner Level.
 - a Schneider Electric SCADA Partner (formerly a Citect Silver Integrator).
 - a Siemens Solution Provider Program (SPP) Partner since 1994.
 - a Wonderware Systems Integrator since 1995.
 - a Wonderware System Platform Certified Systems Integrator since 2010.
- Has over twenty years of experience with securing industrial control systems, and an ever growing list of cybersecurity customers including utilities, oil refineries, pharmaceutical companies, and critical manufacturing.
- Has performed cybersecurity assessments, developed recommendations for securing control systems assets, and designed and implemented security controls for industrial control systems. References can be provided.

- Has been in business for over 30 years and completed thousands of projects, specific projects around site assessments include:

Industry	Project Overview	Description
Pharmaceuticals	Control System Master Plan	ACE completed a project for a large pharmaceutical company to inventory all their control system assets, make network and cybersecurity recommendations, develop a long term plan, and assist with remediation activities.
Food	Corporation Wide Assessment and Remediation	ACE filled an owners representative role for multiple sites to conduct an assessment and remediate cybersecurity findings for all control systems and associated OT equipment.
Manufacturing	SCADA, IO, and DCS FEED Study	ACE produced a front end engineering design (FEED) study to create a plant-wide SCADA, including requirement definition for IO, communications, security, redundancy, data sources, historical trending, alarms, and remote access.
Site Utilities - DCS	FEED Study	ACE conducted a FEED study to integrate multiple utilities systems into the existing DCS.
Site Utilities - Gas	FEED Study	ACE was contracted to develop a FEED study with the objective to evaluate the existing DCS, including IO, system architecture, version, communications, and additional concerns and to develop a project approach for technology options, upgrades, and possible migration solutions.

Industry	Project Overview	Description
Site Utilities - Cogen	Network Review and Design	ACE performed a site investigation to gather data and develop a network architecture for the future design of the OT network for a cogeneration plant.
Oil & Gas	PlantPax Evaluation	ACE evaluated the existing PlantPax system to propose options for FactoryTalk and PlantPax upgrades to modernize system and meet compliance requirements, as well as system reorganization to better align with operational needs and PlantPax system limits.
Boiler Plant	Boiler FEED Study	ACE evaluated the boiler control systems to determine the upgrade paths for the BMS and CCS, in addition to networking requirements and best practices.
Power Plant	Network Assessment & Cybersecurity Consultation	ACE conducted a workshop to assist with a FEED study regarding the existing network and OT cybersecurity policies which included access control, anti-virus, network segmentation, patching, software and firmware version control, backup and disaster recovery, and endpoint hardening.

2.4 Project Approach

On all projects, an integral part of our deliverables is disciplined project management. This affords the customer an opportunity to give feedback during system design and implementation rather than waiting for final report submittal. It also serves to keep the customer informed concerning progress versus the project schedule and changes in scope (even where cost is not impacted).

In order to ensure that the final report meets customer expectations, customer involvement in scope development, methodology approval, and overall report format will be required. Our project team will attend meetings at the Berthoud site where required to gain appropriate understanding and feedback. Our project team will also host meetings remotely with TOB personnel using Microsoft Teams. Actual documentation development will be done at ACE.

For more information concerning our project approach, see Section 4 Scope of Project.

2.5 Software Development Standards – Industry Guidelines

ACE has several engineers who are active members of ISA and ISPE. These individuals are charged with keeping the organization up-to-date on evolving industry practices and guidelines such as ISA 62443 as they pertain to systems integration, software development, cybersecurity, and documentation.

Select members of our staff are certified by the CFSE Governance Board and TÜV Rheinland as safety professionals, allowing us to better meet the functional safety, alarm management, and cybersecurity needs of our broad customer base.

Members of our OT infrastructure and cybersecurity team hold certifications including the Global Industrial Cyber Security Professional (GICSP), ISA 62443 Cybersecurity Fundamental Specialists, and Certified Information Systems Security Professional (CISSP).

2.6 Approach to OT Cybersecurity Assessment

ACE has a proven history of conducting OT cybersecurity assessments, program development, and implementation for a variety of industries. For this engagement, ACE has chosen to partner with Optic Cyber Solutions as subconsultants to ACE. ACE and Optic have had success partnering together on cybersecurity assessments that include OT systems, and in developing actionable recommendations. Optic specifically has experience executing assessments and supporting OT cybersecurity program development at municipal water utilities, and a project reference is provided in Appendix A.

This partnership will be managed by ACE and will not require additional project management from the Town of Berthoud. The project team will be led by ACE, providing a unified front to the Town of Berthoud while giving them access to the combined expertise of ACE's OT cybersecurity team and Optic's cybersecurity engineers. As ACE is developing the design for a system ACE may be considered for implementation in the future, the inclusion of Optic will help provide an additional third-party review of the proposed path forward. This will give the Town of Berthoud confidence that the recommended approach for the new SCADA system is secure, while also leaving Berthoud with a clear picture of how they can operate their assets securely on an ongoing basis.

The project team understands the water utility seeks to be well positioned to meet both current and future EPA cybersecurity guidelines and recommendations. To effectively achieve this, the project team will conduct an assessment of cybersecurity capabilities and create a strategic cybersecurity roadmap. This assessment will leverage the NIST Cybersecurity Framework (CSF) v2.0, an industry-standard approach to defining a comprehensive cybersecurity program. By using this framework, we will establish a clear understanding of the utility's current cybersecurity posture and create a roadmap to manage cyber risks as the organization continues to evolve.

The team's cybersecurity engineers have extensive experience with the NIST Cybersecurity Framework, having contributed to its initial development in 2014 and revisions over the past decade. The Framework's flexibility allows organizations at various levels of cybersecurity maturity to assess their capabilities and define a risk-informed cybersecurity program. This adaptability makes it a strong foundation for the water utility's cybersecurity efforts. Additionally, we will incorporate current Environmental Protection Agency (EPA) guidance available at the time of award to ensure alignment with regulatory requirements and industry best practices. This approach will help the water utility meet evolving cybersecurity expectations and maintain compliance with applicable standards.

The strategic improvements identified in this project will establish a unified approach for developing, operating, and maintaining cybersecurity capabilities. These recommendations will help Berthoud prioritize resource allocation, optimize technology investments, and systematically enhance its cybersecurity posture. By aligning these efforts, the utility will strengthen its defenses, reduce vulnerabilities, and create a more resilient cybersecurity infrastructure tailored to its operational needs.

To conduct the cybersecurity assessment, we will work closely with the project manager and other stakeholders to maintain transparency and ensure all activities remain on schedule. This assessment will include a review of any existing cybersecurity practices, policies, and processes. We will collect and analyze key artifacts such as security policies, access control procedures, network diagrams, incident response plans, and employee training programs.

The Town of Berthoud currently lacks a formal ICS cybersecurity program. A key part of our assessment will be structured interviews with key stakeholders, including directors, managers, system administrators, security architects, technicians, engineers, and other personnel responsible for cybersecurity operations. These discussions will help us understand how cybersecurity is managed, identify strengths and weaknesses, and highlight areas for improvement. Insights from these discussions, along with data from engineering drawings and documents, will shape a Cybersecurity Profile outlining the utility's current capabilities and target cybersecurity state. This profile will align with the NIST Cybersecurity Framework's core Categories, ensuring a thorough and structured evaluation. Our approach will help clearly define the utility's cybersecurity priorities while aligning them with its operational goals.

Following the assessment and Cybersecurity Profile development, we will analyze the Cybersecurity Profile to identify gaps in the water utilities current capabilities that if exploited could harm operations within the water utility. During the gap analysis, we will work with stakeholders from the water utility to confirm their risk appetite to ensure gaps are considered where capabilities may be missing as aligned to the CSF or current capabilities may be insufficient to manage risk within risk tolerance levels of the water utility.

Once gaps are analyzed, we will create a strategic Roadmap and accompanying Action Plans to guide the utility toward improved cybersecurity maturity. The Roadmap will provide a high-level overview of initiatives required to close identified gaps, outlining specific activities, and estimated timelines.

The associated Action Plans will provide steps for executing each project, including identifying prerequisites, dependencies, and measurable outcomes. These Action Plans, will serve as a practical guide for implementing cybersecurity improvements in a cost-effective and sustainable manner.

The project team's cybersecurity Roadmaps and Action Plans have helped numerous organizations prioritize cybersecurity initiatives, secure funding, and plan for long-term improvements. By leveraging this structured and methodical approach, the Town of Berthoud will establish a strong cybersecurity foundation, empowering its leadership to make informed decisions and fostering a more secure and resilient organization.

3. BASIS FOR PROPOSAL

This proposal is based on:

- An email from Savana Dumler to Jennifer Ryan on January 30, 2025 with regard to the existing system configuration at Berthoud, with the following attachments:
 - Town of Berthoud – SCADA Masterplan RFP.pdf, dated 01/30/2025,
- RFI responses received from Savana Dumler on February 19, 2025.

4. SCOPE OF PROJECT

The Town of Berthoud has identified a need for a comprehensive plan for upgrades to the operational technology (OT) of their Water and Wastewater systems.

Additionally, the town has identified the need for a cybersecurity evaluation of the current and future SCADA system. This evaluation includes comparison against EPA guidelines and recommendations for current and future compliance. Implicit in this effort is that the design for the new SCADA system should meet the requirements of EPA guidelines and recommendations.

4.1 Project Management

ACE will assign a project manager who will ensure successful completion of all phases of the project. The project manager's major responsibilities will include:

- Creating and maintaining the project schedule.
- Coordination of project resources and execution.
- Submittal of project deliverables.
- Monitoring and reporting project progress.

4.1.1 Kickoff Meeting

ACE will organize and lead a one (1) hour project kickoff meeting to be held online through Microsoft Teams. At that meeting, we will present a project schedule for review and approval, discuss change administration, and agree on required information and responsible parties.

4.1.2 Project Review Meetings

Project review meetings are required to ensure that the final report meets customer expectations. This proposal includes three (3) 1-hour project review meetings to be held online through Microsoft Teams. At that time, Berthoud will review and comment on the methods and formatting of the report being developed, answer questions, and the schedule will be discussed.

4.2 Data Gathering Site Visits

ACE has allowed for up to twelve (12) days of site visits for one (1) engineer to gather information on the current state of the SCADA systems. During the site visits, ACE can visit control rooms or stations, walk down control systems, and talk with key stakeholders.

ACE anticipates visiting the facility's listed below over the course of the allocated days:

- Water Treatment Plant
- Elevated Water Tank
- Raw Water Pump Station
- Ground-Level Storage Tank
- Booster Pump Station
- Interconnects (4)
- Serenity Ridge Vault Connection
- Berthoud Water Reclamation Facility
- Berthoud Regional Water Reclamation Facility
- Lift Stations (5)

If more time is needed to gather information and conduct site visits, ACE can provide additional site time at our standard rates, as shown in the attached rate sheet.

4.3 Cybersecurity Briefing Sessions

Throughout the engagement, we will maintain open communication, providing regular updates and progress reports to ensure alignment with project goals. To ensure understanding and leadership buy-in, we will conduct two (2) briefing sessions.

The first session will offer an in-depth review of the findings, Roadmap, and Action Plans with the project manager and relevant stakeholders.

The second session will be tailored for executive leadership, focusing on the business rationale behind the proposed cybersecurity initiatives to facilitate securing commitment for implementation.

4.4 Assessment Interviews

To ensure a focused and efficient assessment, we will conduct up to ten (10) 2- hour interviews with key personnel. The data gathered in these interviews and from engineering drawings and documents will inform the development of a Cybersecurity Profile that captures the utility's current capabilities and target cybersecurity state.

For more information, please refer to the discussion in section 2.6, Approach to OT Cybersecurity Assessment.

4.5 Project Documentation

For the document deliverables, ACE will submit a draft release A for review. ACE will incorporate one round of comments and corrections before releasing the document for approval as Revision 0. Additional revisions can be provided but may require additional hours and a project change order.

If Berthoud has preferred document templates, they should be provided at project kickoff. If none are provided, we will use our templates.

4.5.1 SCADA Master Plan Report

ACE will develop a SCADA Master Plan Report which will include our findings from the site visits and supplied documentation and recommended upgrade plans.

The following is a general outline of the content which will be included in the report. ACE reserves the write to modify the details of this report with input from Berthoud, and as we see fit. The SCADA Master Plan report may include:

- Current SCADA
 - The current existing SCADAs will be documented as the basis for upgrade planning.
 - Network architecture all facilities
 - Server infrastructure
 - All control hardware and software version and firmware numbers (catalog inventory for all systems)
 - Reporting capabilities/software
 - Brief functional description of each control system
 - Licensing Structure
- Risk and Reliability Assessment
 - This assessment will be limited to industry best practices, information published by suppliers, and current applicable standards.
 - ICS security
 - End of life PLCs and servers
 - UPS or backup generators
 - Data storage and server back ups
 - Failover, redundancy, and high availability strategies
- Upgrade Plan
 - Immediate, mid-term, and long-term priorities will be identified during the risk and reliability assessment and a plan developed. An example of this plan may include:
 - Immediate (<1 year)
 - PLC or controller replacements
 - HMI upgrades
 - Hardware and software systems
 - Network components
 - Communication changes
 - Mid-Term (1-3 Years)
 - OT Infrastructure upgrades
 - Specification of data center requirements
 - Specification of server requirements
 - All of the above with overall future upgrades in mind
 - SCADA modification and consolidation of independent systems
 - Automation upgrades
 - Failover, redundancy, and high availability as needed
 - Long-Term (3-5 Years)
 - Implement OT Infrastructure Requirements
 - Software Licensing Capabilities and Needs

Following development of the SCADA Master Plan report, ACE can provide budgetary pricing for the tasks identified as part of the upgrade plan.

4.5.2 OT Asset Inventory

ACE will develop an OT Asset Inventory in Microsoft Excel of the current SCADA system components. This inventory will be limited to the OT network and SCADA components for Water and Wastewater facilities.

4.5.3 Logical Network Architecture Drawings

ACE will develop two (2) network architecture drawing PDFs, one for the as-found existing architecture and a second for the proposed architecture based on the upgrade plan. These drawings will be limited to the OT network for Water and Wastewater facilities.

4.5.4 Cybersecurity Assessment Report

In partnership with ACE consultant Optics, a Cybersecurity Assessment Report will be developed for the OT network and system.

This assessment will include:

- Water Utility OT Cybersecurity Assessment
 - Cybersecurity Profile that captures the utility's current capabilities and target cybersecurity state
 - Crosswalk of how proposed design meets the EPA cybersecurity guidelines available at the time of award and how it meets the developed Target Cybersecurity Profile
 - Strategic Roadmap and accompanying Action Plans to guide the utility toward improved cybersecurity maturity.
 - The Roadmap will provide a high-level overview of initiatives required to close identified gaps, outlining specific activities, and estimated timelines.
 - The associated Action Plans will provide steps for executing each project, including identifying prerequisites, dependencies, and measurable outcomes.

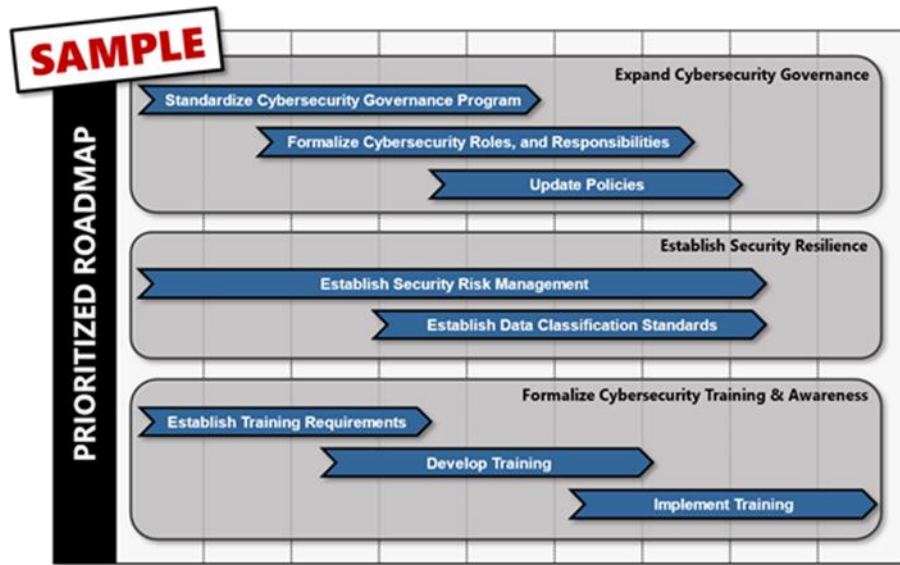


Figure 1: Sample Roadmap structured into logical workstreams, grouping related projects to optimize implementation efficiency.

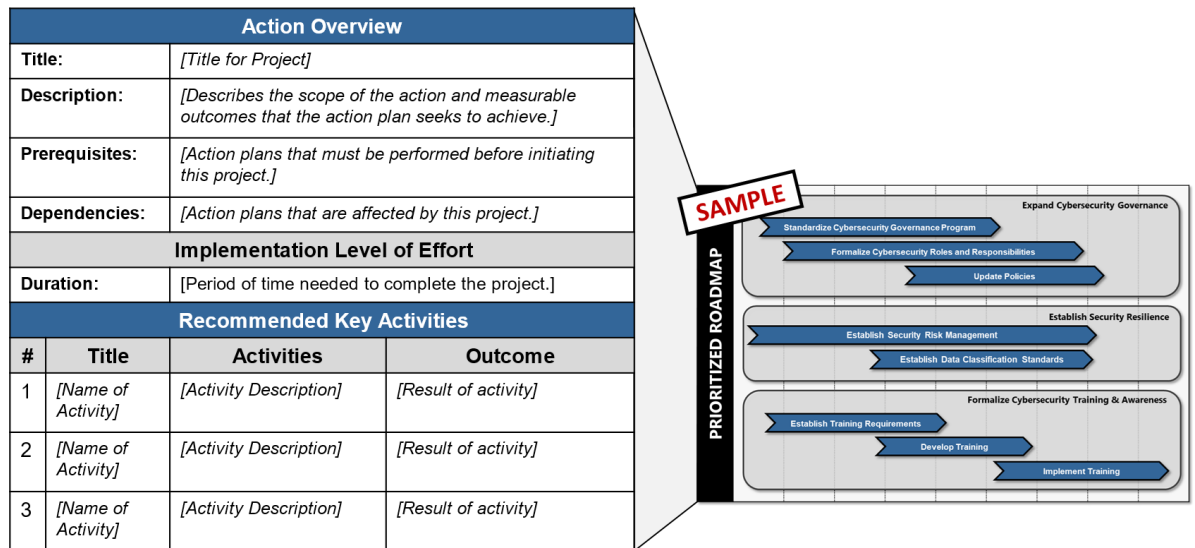


Figure 2: Roadmap & Action Plan Template

4.5.5 Final Document Deliverables

Following review and approval of the documentation described above, ACE will provide an electronic final documentation package which will consist of the following:

- SCADA Master Plan Report
- OT Asset Inventory
- Logical Network Architecture Drawings
- Cybersecurity Assessment Report

5. PROJECT SCHEDULE

This project can be completed within 4 months of purchase order acceptance. More details regarding schedule will be determined at the project kickoff meeting.

ACE's deliverables and schedule are based on current resource availability. ACE shall not be liable for failure to supply deliverables according to schedule changes resulting from resource availability beyond ACE's control.

Weeks After PO Acceptance	Milestone
1	Kickoff meeting
3	Data gathering site visits & assessment interviews begin
8	Draft SCADA Master Plan report, OT Asset Inventory, and Network Architecture Drawings submitted
10	Document review meetings begin
12	Final SCADA Master Plan report, OT Asset Inventory, and Network Architecture Drawings submitted
14	Cybersecurity Assessment submitted
16	Cybersecurity briefing sessions

6. CUSTOMER OBLIGATIONS

- Updated P&I Drawings, relevant documentation and application files.
- Accommodate site visits for engineers to gather intel
- Timely approval of documents for review – not to exceed 2 weeks.
- Timely payment of invoices.
- Berthoud will supply ACE with current control system I/O, drawings, documentation, and application backups prior to the onsite activities.
- Berthoud shall be responsible for, and has the right to, provide all documentation, and dependencies (e.g., policies, procedures, architectures, libraries, frameworks, configuration settings, etc.) and/or other third-party tool, software, license, services, access, due diligence, et al. including but not limited to ensuring the availability and cooperation of Water utility staff as necessary for the project team to perform the services described in this proposal.
- Berthoud will assign current employee(s) familiar with the water utility security policy and procedures along with responsible parties for the maintenance of OT systems as well as any site or remote IT personnel involved with support for the OT systems. The employee(s) will be available to the project team as required and identified in the project plan to support this engagement.

7. ASSUMPTIONS

The pricing listed herein assumes that:

- Our price is based on the overall report being bound by 120 hours (excluding the cybersecurity evaluation component of the report). If Berthoud desires a more extensive recommendations section, a change order will be required.
- Our price is based on the intel gathering site visits being bound by the 10 days (80 hours) of site time. If more time on-site is requested/required, a change order will be required
- Berthoud will supply current electronic copies of the applicable PLC and HMI configurations and ACE will develop recommendations based on the copies provided at project kickoff.
- Berthoud will supply current electronic copies of the applicable specifications.
- Berthoud will review and approve submitted documents in a reasonable time frame (not to exceed 2 weeks).

- ACE will use our document templates unless alternate templates are provided by Berthoud at or before the kickoff meeting.
- ACE's Standard Terms and Conditions apply to the project.
- No liquidated damages will be included in the terms and conditions.
- The objectives of a Cybersecurity Assessment are limited to the support of a single cybersecurity program as scoped during the FEED study. The project team will develop one Cybersecurity Profile and one Roadmap with Action Plans to assist Berthoud in improving their cybersecurity capabilities.
- Out of state project team members will provide all activities described herein remotely.
- ACE assumes that all information provided by Berthoud will, at all times during this engagement, be complete and correct in all material respects and will not contain any untrue statement of a material fact or contain omission to make the statements within the material misleading or incorrect.
- Berthoud warrants that any subsidiary, organizations, or third parties to be evaluated as part of this engagement have agreed to all assumptions, terms, and conditions stated in this proposal.
- Differences of opinion relative to the project team's findings, conclusions, and recommendations based upon its professional judgment and the information available to the team, shall not serve as a basis for rejection of the team's work or the withholding of any payments otherwise due.
- Recommendations provided at the conclusion of the project will be professional, complete, and accurate to the best ability of the project team providing the service. Threats and vulnerabilities continue to evolve on a daily if not hourly basis; therefore, the team does not guarantee that organizations will be completely secure from all threats current and future. However, organizations that implement the recommendations presented during the final out brief will be better prepared for addressing and recovering from cybersecurity incidents.

8. EXCLUDED ITEMS

Our price does not include:

- Documentation other than that described.
- Work or deliverables not specifically set forth in Section 4, Scope of Project.
- Unapproved changes suggested or set forth in any purchase order or customer-provided terms and conditions.

9. PROJECT ORGANIZATION AND TEAM

For this type of project, we normally staff it with individuals who perform the following functions:

- Project Manager:** Responsible for all project management, customer communications, and lead technical role.
- Engineer, Controls:** Evaluates SCADA and PLC infrastructure, configuration, servers, networking, reporting, licensing, security, and conducts a risk assessment.
- Engineer, Cyber:** Evaluates cyber security posture and standing including a roadmap, network architecture, security, gap analysis, and action plans.

9.1 Biographies

The attached biographies (Appendix B) illustrate the level of experience that is typical of the personnel that we would assign to this project. Actual personnel assignments may be different and will be made following acceptance of this proposal.

10. FIXED PRICE

The table below details our fixed price for this scope of work:

Item	Cost
Project Management	\$8,190
Onsite Labor	\$19,200
In-Office Labor	\$28,860
Subcontractors	\$52,800
Travel Time and Expenses	\$5,730
Total Price	\$114,780

11. TERMS AND CONDITIONS

Invoices will be generated in accordance with the payment schedule in Section 12 and are due net 30 from the invoiced date. In addition, ACE's Standard Terms and Conditions, a copy of which is included as Appendix D, apply and are incorporated herein by reference.

An increase in price will be negotiated for any of the following:

- Increases in the scope of work.
- Acceleration or significant delays of project schedule.
- Significant changes to the system specifications.

11.1 Escalation

This proposal is based on current pricing for ACE's services and for resale software and services.

If a purchase order for this proposal is placed within 90 days, we will not charge Berthoud for escalation in the price of ACE's services. However, we reserve the right to require a change order to pass on escalation for any resale pricing over which we have no control.

12. PAYMENT SCHEDULE

ACE will issue invoices monthly based on percentage of work complete and a schedule of values, presented following the receipt of a purchase order.

13. AUTHORIZATION

To accept this proposal, please issue a purchase order to Applied Control Engineering, Inc. referencing our proposal number TOB250225 Rev. 0 for the fixed-price amount. Purchase orders may be submitted via email to Purchase.Orders@ace-net.com.

We appreciate this opportunity to provide service to you. If you have any questions or need more information concerning this proposal, please contact us.

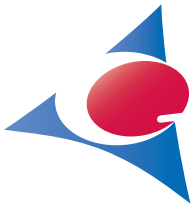
Applied Control Engineering, Inc.

Jennifer K. Ryan
Operations Manager – Rocky Mountain

David N. Erby
Account Manager

Appendix A

Project References



Project Reference List

Water and Wastewater

Conectiv Energy

The following is a sample of Water and Wastewater projects with which we have been involved. Please contact your Applied Control Engineering, Inc. Representative for additional references.

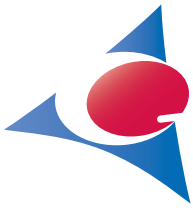
ACE provided a turnkey installation using an Allen-Bradley PLC-based control system to control a neutralization process for regen water collected off several RO units. The system included safe guards to ensure that water outside allowable limits could not be released back into the environment. A PanelView was provided for a local interface while a data highway plus communication network allowed for remote monitoring of the system.

Ciba Specialty Chemicals Corporation

As part of an environmental system upgrade, CIBA installed a wastewater neutralization system for the processing of wastewater prior to discharge into the municipal treatment plant. This system is monitored and controlled by a Modicon Quantum PLC Wonderware InTouch operator interface. Wastewater from the plant is intercepted and collected into two (2) five hundred thousand (500,000) gallon collection tanks, each with its own recirculation and effluent pumps. As one collection tank fills from the process, the wastewater in the other collection tank is neutralized and then pumped into the force main to the municipal treatment plant. ACE developed the algorithm for neutralization of the wastewater based on tank level and tank pH. The acid/caustic addition curves were developed based on sample titrations the plant process effluent.

Rollins Environmental Services

Rollins Environmental Services operated a waste incinerator/kiln with a downstream NO_x gas scrubber. The wastewater off the scrubber ranged in pH from 0.5 to 8.5 before it was taken into a three (3) stage neutralization system. Using an ABB (Bailey Controls) Infi 90 distributed control system ACE developed control strategies to control pH within limits set by the New Jersey Department of Natural Resources.



Project Reference List

Water and Wastewater

Continued

Safety-Kleen

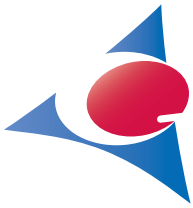
Rollins Environmental Services (later known as Safety-Kleen) operated a waste incinerator/kiln at its Gibbstown, NJ facility. Following shutdown of the site, ACE was contracted to provide controls for ground water remediation. Water is pumped from wells around the site and sent through a scrubber. ACE provided controls for the scrubber and the remote well sites.

Ciba Specialty Chemicals Corporation

CIBA Specialty Chemicals operates a manufacturing facility located on a superfund site. In response to EPA regulations, CIBA installed a stormwater collection system to capture the initial run-off from a storm event to prevent contaminated surface water from running into the neighboring Christiana river. ACE configured a Modicon Quantum PLC and an InTouch operator interface to control the stormwater collection system consisting of stormwater sumps, pump stations and a stormwater storage tank. The collected stormwater is then sampled and used for cooling water (for a cooling tower), firewater or discharged into the plant process wastewater neutralization system.

Bristol-Myers Squibb

Bristol-Myers Squibb Pharmaceutical Research Institute upgraded their existing water treatment and remediation facility computer system for Year 2000 compliance. This system, which ran with the Microsoft Windows for Workgroups operating system, was upgraded to Windows NT 4.0. Additionally, the Provox MicroDM Driver DDE Server, Wonderware InTouch and Tele-Dac Win911 applications were upgraded.



Project Reference List

Water and Wastewater

Continued

City of Wilmington

The City of Wilmington has combined sewers that overflow into the Christiana river during high storm conditions and take on tidal water during high tide. These conditions result in overload conditions at the municipal wastewater treatment plant. Based on a preliminary plan to implement an inflatable dam solution, ACE (under subcontract to Tetra Tech, Inc.) developed instrumentation and control design and prepared the Process Control Instrumentation specification used to bid this project.

City of Fitchburg

For the City of Fitchburg wastewater treatment plant, ACE has performed a number of projects for the sludge incineration process with WESP, RTO, and CEMS equipment. The projects have included upgrading the InTouch application and workstation computer, adding IndustrialSQL Server for continuous emissions data collection, and configuring a daily emissions report. The facility now has long term storage of CEMS data and an automated system that performs all the required calculations for their environmental permit. This includes six (6) minute and one (1) hour block averages and daily averages. Calibration data is also captured and can be reported.

City of Wilmington

ACE has supported the City of Wilmington with its PLC-based control systems and its Citect operator interface since 2006. ACE provides an annual support contract whereby City engineers can call upon ACE engineering support on an as needed basis.



Project Reference List

Water and Wastewater

Continued

Chester Water Authority

ACE has provided emergency support and project services for the Chester (county, PA) Water Authority since 2005. ACE provides control system support, on an as needed / as requested basis, and has also provided Modicon control panel design, equipment, fabrication, programming and startup assistance at the Susquehanna River Raw Water Pumping Station.

Lake Barcroft Watershed Improvement District (Falls Church, VA)

ACE provided a remote Lake Monitoring System via a web server and embedded camera functionality. The system also provides historical data recording for trending and preformatted reporting.

Stroud Water Research Center

Stroud Water Research Center provides environmental monitoring and research for streams in the Northeast. The Stroud Center was contracted by Exelon to study the effects of warm water entering the Susquehanna from the Peach Bottom Atomic Power Station. ACE was contracted by Stroud to provide a control system that could control tank water temperatures to follow a set profile, allowing the study of the effect of temperature change on aquatic life.

I. Our Experience

Optic engineers leverage decades of experience to help our clients build a robust set of cybersecurity capabilities. Our proven process assists organizations in identifying, prioritizing, and mitigating risks to their operations.

Drawing from our experience supporting other organizations in conducting cybersecurity assessments, we will evaluate the Town of Berthoud's cybersecurity capabilities to inform necessary strategic security improvements. In one example, provided below, Optic supported East Bay Municipal Utility District (EBMUD) to successfully evaluate their cybersecurity capabilities and drive their cybermaturity.

1.1 EBMUD OT Vulnerability Assessment

Client: East Bay Municipal Utility District (EBMUD)

Scope of Work: Vulnerability Assessment and Penetration Testing (VAPT) for ICS systems.

Overview: Members of Team Optic assisted a large municipal water utility, East Bay Municipal Utility District (EBMUD) by performing a cybersecurity assessment of their infrastructure. The municipality sought assistance in understanding their cybersecurity capabilities as they aligned to the Cybersecurity Framework and also wanted to better understand their cyber risks.

Following a similar approach proposed for the Town of Berthoud, Team Optic members provided EBMUD a Current State Profile describing the current state of their cybersecurity program, a risk register capturing the cyber risks to their business, a Target State Profile that identified the risk-informed goals for mitigating their risk, and a Recommendations Report with a Roadmap and Action Plans to define a strategic plan for maturing their cybersecurity capabilities.

Team Optic presented the findings as well as the gaps identified during the assessment to project stakeholders and engineers. This review ensured the staff required to implement the Action Plans understand the goals, key activities, and objectives for each Action Plan and provided them the confidence needed to ensure they could implement the Action Plans to close the gaps identified during the assessment. Team Optic also presented an executive overview of the project, assessment findings, and recommendations to EBMUD executives. This presentation ensures the executive team were aware of required corrective actions and gained their support in ensuring the Action Plans were properly resourced and authorized.

Team Optic was able to complete the project within the defined timelines and the project outcomes were well received by the EBMUD executives. These efforts significantly improved EBMUD's security posture and aligned it with best practices for protecting critical water utility infrastructure.

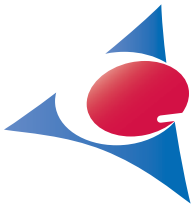
POC: Alan Chan, alan.chan@ebmud.com, 510-287-7134

Appendix B

Selected Biographies



Name	Project Function
Julian Ciraco	Control Systems Engineer
Noah J. McKechnie	Project Manager
Timothy P. Mullen, P.E. GICSP	Cybersecurity
Jennifer K. Ryan	Control Systems Engineer /Operations Manager
Optic Cyber Solutions	Cybersecurity Consultants



Julian Ciraco Rocky Mountain Office

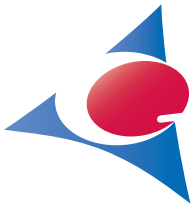
Julian received his Bachelor of Science in Mechanical Engineering Technology from the New Jersey Institute of Technology in 2016. Julian started out as an instrument designer generating detailed design deliverable of instrument & controls (Wiring, I/O Schematics, loop sheets, equipment arrangements, installation details, cabinet and panel details, cable routing, cable/conductor reports, equipment lists). Since joining ACE, Julian has worked with HMI packages (Rockwell, AVEVA), Controller platforms (Allen-Bradley, Siemens, Modicon, Bailey INFI-90). Julian typically fills a technical lead role and focuses on upgrade projects in the pharmaceutical and utilities industries. While working on upgrade projects, he has developed extensive knowledge of cGAMP including validation lifecycle documentation for numerous pharmaceutical applications and customers. Recent assignments include DCS modernizations, specifically PlantPAx, specification documentation, test protocol development and execution, startup, and commissioning activities. Julian is involved in the local ISPE and ISA chapters as he continues to expand domain expertise in the field.

Education

School	Major	Degree
New Jersey Institute of Technology 05/01/2016	Mechanical Engineering Technology	B.S.M.E.

Employment

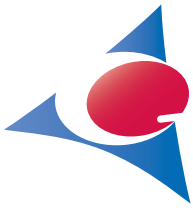
Position	Responsibilities
Applied Control Engineering, Inc. <i>Engineer</i> 02/01/2020 – Present	HMI configuration, PLC programming, DCS Modernization, Hardware Design, Site engineering support, and validation documentation and testing.
KBR, Inc. <i>Instrumentation Designer</i> 11/01/2016 – 01/10/2020	Worked closely with a team of engineers and designers to generate detailed design deliverables of instruments & controls. Also developed non-process network design, including network diagrams, network interconnections, network cabinet/panel details, fiber optic patch panel



Position	Responsibilities
	installation design, fiber/copper media converters, data jack location arrangements and cable routings

Affiliations

- ISA (International Society of Automation) – Denver, CO Section



Noah J. McKechnie

Rocky Mountain Office

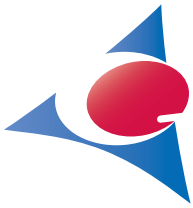
Noah is a senior level manager with a track record of success and growth. Prior to joining Applied Control Engineering (ACE), Noah was the Automation Solutions Manager for Rexel, where he managed all aspects of service projects and service engagements for the region. Noah's career started with mechanical engineering on offshore rigs, was promoted into operations and project management and, ever since, he has made leadership and customer relationship success his area of expertise. Noah has over 18 years of experience in managing projects, and leading people. He has earned his PMP, and has an Executive Master of Business Administration to augment his BS in Mechanical Engineering. Noah's automation & integration systems experience includes chemical, oil & gas, pharmaceutical, and manufacturing, and he has executed projects for customers across the world.

Education

School	Major	Degree
Colorado State University 09/01/2002-05/01/2006	Mechanical Engineering	B.S.
University of Denver 09/01/2017-05/01/2019	Executive MBA	M.B.A.

Employment

Position	Responsibilities
Applied Control Engineering <i>Project Manager</i> Dec 2024 - Current	• Build and maintain strong relationships with clients, ensuring their needs and expectations are met. • Maintain regular communication with clients to understand their needs, provide updates, and ensure satisfaction throughout the project lifecycle. • Gather client feedback and use it to drive continuous improvement in project management processes and client relations. • Serve as the primary point of contact for clients, providing regular updates and information about products or services.



Position	Responsibilities
Rexel Automation, Services & Solutions Manager Feb 2022 - Nov 2024	• Consistently drove sales results with areas of direct responsibility which included Rexel Field Service, Project Management Services, and all areas of the Rockwell offering. • Accelerated sales by \$25M in 2023 by leveraging entire services offering, resulting in 30% YoY growth for customers who purchased services compared to 2.1% YoY growth across APR 93. • Empowered the automation team with a services first culture, growing Rexel Delivered Services sales by 80% in just the first year of managing the Rexel Services team. • Strategically drove the Rockwell product specialist team to “own their own business” for their relative product segments, resulting in 26% YoY sales growth in APR 93 for 2023.
Rexel Project Management Lead Nov 2019 - Feb 2022	• Accelerated Project Sales from \$7M to \$22M by building a trustworthy Project Management team. • Accelerating sales growth and understanding each customer’s unique needs by helping to develop and implement Project Support Plans, resulting in over \$300k in gross margin sales for the first year alone. • Strategically developing project management processes which provides a valuable and trustworthy customer experience through a measurable differentiated value add to the customer. • Building internal and external customer trust by empowering our team to achieve a 95% on time or early quotation delivery. • Driving a continuous improvement culture through a combination of financial and voice of the customer metrics, which resulted in a minimum of twenty-one documented revisions to the established project management process.
City of Denver Analyst May 2018 – Nov 2019	• Established best practice processes and procedures, resulting in capturing \$7M in unreported wages. • Partnered with more than 300 contractors to establish prevailing wage requirements impacting more than \$220M.
Edgen Murray Operations Manager	• Managed all branch operation activities. Directed staff of eight employees with multiple organizational levels; duties included hiring, training, staff development, discipline and



Position	Responsibilities
Nov 2015 – Dec 2017	performance management. • Indirectly managed Inside Sales team and Order Management team each with four employees. • Improved department order accuracy from 92% to 99.4% in eight months by managing a cultural change towards a holistic quality perspective. • Operated 5% under forecasted department budget. • Created leadership pipelines for management roles as well as individual contributors. • Negotiated relationships with logistics suppliers in order to meet extreme customer delivery demands.
Sundyne <i>Senior Project Manager</i> Sept 2012 – Nov 2015	• Led project management teams in executing more than 100 projects per year. • Orchestrated a complex factory relocation while maintaining production and service goals. • Managed >300 projects for customers spanning the U.S., South Korea, China, Argentina, India, and Italy
TechnipFMC <i>Customer Support Tool Supervisor & Lead Installation Engineer</i> Aug 2007 – Aug 2012	• Five years of progressive responsibility in offshore installation and decommissioning operations in Nigeria, Equatorial Guinea, and the Gulf of Mexico. • Led a team of four engineers to establish an infrastructure for a highly-sensitive offshore production project. • Launched a tool preservation program yielding \$300K increase in annual revenue. • Led engineering, international logistics and warehouse operations for offshore campaign in Lagos, Nigeria. • Established operations and led engineering team for offshore campaign in Equatorial Guinea.
Dresser-Rand <i>Supply Chain Development Engineer</i> Aug 2006 – Aug 2007	• Launched global initiative to integrate Lean methodologies into supply chain facilities in U.S, France, and Germany. • Contributed to the Engineering Management Acceleration Program designed to identify high-potential engineers for management roles. • Led a team to improve quality metrics with casting suppliers.

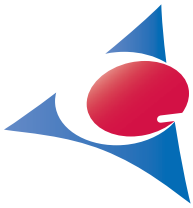


Affiliations

- Project Management Institute

Training

Course	Type	Presenter	Date
Project Management Professional	Certification	Project Management Institute	2015



Timothy P. Mullen, PE, GICSP Chesapeake Region Office

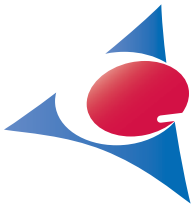
Timothy Mullen is the OT Cybersecurity Team Lead at Applied Control Engineering, Inc. (ACE). At ACE, Tim leads a multi-disciplinary team through projects to assess and remediate cyber vulnerabilities that impact industrial control systems (ICS) and other Operational Technologies (OT) used in many industries. Prior to ACE, Tim worked in commercial nuclear power performing cybersecurity assessments of plant control upgrades. Tim is also experienced in both HMI and logics development. Competencies include programming systems with ControLogix and GuardLogix controllers using Studio 5000, particularly Equipment Phasing based solutions coupled with InTouch/System Platform HMI. Industry experience includes Chemical, Nuclear, Building Automation/Building Management. Tim is a Professional Engineer in the state of MD and holds a BS in Computer Engineering from the Johns Hopkins University, an MS in Computer Engineering from Villanova University, and is a Global Industrial Cyber Security Professional (GICSP).

Education

School	Major	Degree
Villanova University <i>8/1/2018 – 12/31/2022</i>	Computer Engineering	Master of Science
Johns Hopkins University <i>8/1/2011 – 5/1/2015</i>	Computer Engineering	Bachelor of Science

Employment

Position	Responsibilities
Applied Control Engineering, Inc. 8/1/2019 - Present	Assessment of complex automation systems for cybersecurity risks. Development of OT cybersecurity programs, policies, procedures, and impact analyses. Design of cybersecurity implementation projects that minimize system impact and maximize risk reduction. Technical leadership of distributed teams that successfully bridge the gap between OT and IT.
Bradley-Sciocchetti, Inc. <i>Control Systems Engineer</i> 9/1/2017 – 8/1/2019	Design and implement DCS, ladder logic and function block programming, PLC configuration, review and development of specifications, wiring diagrams, and logic diagrams



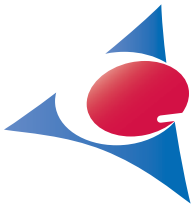
Position	Responsibilities
Bechtel Power Corporation <i>Control System Engineer</i> 6/1/2015 – 9/1/2017	SAT of DCS systems, development of Scope of Work document(s), lead engineer for two process computer system replacements, cybersecurity audits, development of design narratives and BOM, preparation of wiring diagrams and layout drawings,

Affiliations

- Global Industrial Cyber Security Professional (GICSP)
- International Society of Automation (ISA)
- Professional Engineer, State of MD (PE)

Training

Course	Type	Presenter	Date
Galaxy/System Platform Application Server	Self-Paced	Kristen Sheriff, Michael Schott	8/26/2019
Wonderware Historian Server	Classroom	Bob Heil	5/19/2020
Wonderware Historian Client	Classroom	Bob Heil	5/21/2020



Jennifer K. Ryan Rocky Mountain Office

Jennifer received her Bachelor of Science in Mechanical Engineering from the University of Delaware in 2017. Jennifer started out as a power plant engineer working with plant equipment (instrumentation, boilers, combustion turbines, etc), distributed control systems (Siemens, Emerson), and historians (OSIsoft). Since joining ACE, Jennifer has worked with HMI packages (Rockwell, AVEVA, Ignition), PLC platforms (Allen-Bradley, Siemens), and plant historians (AVEVA/OSIsoft). Jennifer typically fills a technical lead role and focuses on upgrade projects in the pharmaceutical and utilities industries. While working on upgrade projects, she has developed extensive knowledge of cGAMP including validation lifecycle documentation for numerous pharmaceutical applications and customers. Recent assignments include control system modernization for large DCS applications (PlantPAx), specification documentation, test protocol development and execution, startup and commissioning activities. Jennifer is involved in the local ISPE and ISA chapters as she continues to expand domain expertise in the field.

Education

School	Major	Degree
University of Delaware 09/01/2013 – 05/01/2017	Mechanical Engineering; minor in Electrical and Computer Engineering	B.S.M.E.

Employment

Position	Responsibilities
Applied Control Engineering, Inc. <i>Operations Manager & Engineer</i> 11/01/2018 – Present	DCS configuration, HMI configuration, PLC programming, historian configuration, system architecting, and validation documentation and testing.
NAES Corporation <i>Mechanical Engineer</i> 06/01/2017 – 03/1/2018	Acted as a consultant to provide as-needed engineering support to power plants within the company fleet including control system, control valve, and plant performance, and outage support.



Position	Responsibilities
NAES Corporation <i>Engineering Intern</i> 02/01/2017 – 06/01/2017	Review and revise P&IDs, configure historian reports, run data analytics for failure detection, and support plant outages.

Affiliations

- ISA (International Society of Automation) – Denver President

Training

Course	Type	Presenter	Date
Fisher Control Valve Engineering	Classroom	Emerson	7/24/2018
Reliability Centered Maintenance	Classroom	NAES Corporation	7/7/2018
Ovation – Data Acquisition – OVI00	Hands-On	Emerson	5/11/2018
PI Administration for IT Professionals	Self-Paced	OSISoft	7/3/2017
ThinkReliability Root Cause Analysis Training	Classroom	NAES Corporation	6/2/2017

Optic has supported organizations across critical infrastructure sectors as well as worked directly with NIST in the development of standards such as the NIST Cybersecurity Framework. Additionally, our team assisted in the development of risk assessment methodologies and performed risk assessments for multiple organization leveraging our Know Your Risk approach as well as those defined by NIST SP 800-30, "Guide for Conducting Risk Assessments".

Our proposed leadership team for this project and their bios are listed below. While Optic anticipates leveraging the skills and experiences of the leadership team members listed below, we reserve the right to adjust the team composition based on staff availability and project requirements. Once the project is initiated and the team is confirmed, Optic will make every effort not to change the team composition without the approval of the Berthoud project manager.



Mr. Tom Conkle (CISSP) is the proposed Project Manager for this assessment and is an experienced cybersecurity engineer. During his over 20 years of experience, Tom has assisted organizations in assessing their cybersecurity effectiveness through formal security assessments. Tom has assisted dozens of commercial and governmental organizations in implementing security requirements to address risk within their cybersecurity program. Tom is the co-author of ISACA's guide for implementing the NIST Cybersecurity Framework, which assists organizations in connecting the principles of the Cybersecurity Framework and COBIT to achieve an effective cybersecurity program. Additionally, he was a principal architect and subject matter expert in the development of the CMMI Cybermaturity Platform (CMMI-CP), a self-assessment SaaS tool that helps organizations identify a risk informed cybersecurity program and track their progress as the program is implemented.



Ms. Kelly Hood (CISSP) assists organizations in implementing cybersecurity and privacy best practices, controls, and standards to manage risks and meet compliance goals. As a member of the NIST Cybersecurity Framework team, Kelly supported the evolution and outreach of the Cybersecurity Framework through the current version. Additionally, Kelly has been supporting the development and expansion of CMMI-CP. The patented approach she helped develop for CMMI translates cybersecurity risk to cybermaturity goals and identifies mitigation strategies to help organizations improve their cybersecurity capabilities. Additionally, Kelly supports organizations across industries as a CMMC Registered Practitioner (RP) by developing and implementing cybersecurity strategies to help manage the risks to their business.

Optic is proud to provide this leadership team to demonstrate that Optic and our engineers meet the qualifications for performing a Cybersecurity Assessment.

The resumes for the proposed project team are provided below. The resumes describe the experiences, industry certifications and associations, and education of our leadership and support team.

Tom Conkle

CEO & Cybersecurity Engineer

Career Summary

Experience: Over 24 years' experience managing cybersecurity teams as a program manager and cybersecurity engineer. Perform security assessments using industry standards such as the NIST Cybersecurity Framework, and Risk Management Framework; perform security risk assessments; providing security engineering and architecture development support; and implementing cybersecurity operational capabilities for organizations (e.g. asset management, patch management, configuration management, incident response planning, etc.) 20 years' experience in Information System Security Engineering (ISSE), Security Assessments, and supporting Security Assessment and Authorization. Additional responsibilities include leading and performing information assurance development activities including training staff on security testing techniques, developing white papers on security principles, and implementing cross-domain solutions to support data transfer among security domains. Experienced in managing million-dollar budgets to ensure availability of appropriate staff and resources.

Recently supported both government and commercial clients to assess and mature their cybersecurity program. Performed security assessments using standards such as the NIST Cybersecurity Framework (CSF), Cybersecurity Maturity Model Certification (CMMC), Federal Risk and Authorization Management Program (FedRAMP), and Federal Information Security Modernization Act (FISMA). Developed the CMMI Cybermaturity Platform using the patented approach for translating cybersecurity risk to cybermaturity goals and identifying mitigation strategies to improve cybersecurity programs.

Patent:

U.S. Patent No. 16/226117, Cybersecurity Maturity Assessment

Education

BS in Information Technology, University of Phoenix, Columbia, MD, March 2007

Certifications

Certified Information System Security Professional (CISSP), ID#115220, Sep 2010 – Present

CMMC Certified Professional (CCP), March 2023 – Present

CMMC Certified Assessor (CCA), December 2024 - Present

Experience

March 2019 – Present

Optic Cyber Solutions, LLC

CEO & Cybersecurity Engineer

- Co-founded Optic Cyber Solutions to help organizations improve their cybersecurity program. Work to align client cybersecurity programs to their business risks through conducting security assessments and advising on the design of cybersecurity capabilities.
- Performs assessment and implementation activities for commercial organizations utilizing industry standard frameworks and standards including the NIST Cybersecurity Framework (CSF), the NIST Risk Management Framework (RMF), and ISO27001/02 to assist clients in identifying

gaps between their current cybersecurity program and their risk-informed target or “to-be” target state program. Assessments were conducted across multiple industry verticals including transportation, retail, healthcare, and education.

- Works with organizations to help them understand the threats and vulnerabilities that most commonly affect businesses and build resilient processes to protect their organization’s most critical assets. Leverages industry recognized risk assessment methodologies including NIST SP 800-30, Risk Assessment, to align organizational business risks to cybersecurity capabilities required to mitigate those risks.
- Developed, planned, and facilitated Test, Training and Exercises (TT&E) to assess the comprehensiveness and effectiveness of Incident Response Plans (IRP), Business Continuity Plans (BCP), and Disaster Recovery Plans (DRP).
- Develops strategic roadmaps to assist organization a closing the gaps between their current and target cybersecurity programs and implement cybersecurity capabilities such as incident response and asset management programs to assist organizations in achieving their cybersecurity goals and mitigating security risks to acceptable levels.
- Assists organizations in maturing their cybersecurity program in preparation for Cybersecurity Maturity Model Certification (CMMC) assessments. Develops policies, standards, and procedures implementing a risk-based approach for the organization to meet CMMC Practices.
- Contributing author to the Certified CMMC Professional (CCP) Field Guide & Exam Prep Manual Version 2.0 used to assist individuals in obtaining their CCP.
- Leads mock, unofficial, CMMC assessments of Organizations Seeking Certification (OSC) to determine the OSC’s readiness for an official CMMC assessment by a registered CMMC Third Party Assessment Organization (C3PAO).

February 2014 – March 2019

G2, Inc

Commercial Program Manager & Cybersecurity Engineer

- Led and managed projects related to cybersecurity engineering, assessment, and implementation for various commercial organizations. Support included providing Cybersecurity Framework training, leading and performing cybersecurity assessments and providing implementation support to help commercial organizations improve their cybersecurity program. Specific support included assisting commercial organizations in conducting a security risk assessment leveraging NIST 800-39 principles. Assists senior managers in understanding security risks to their organization and the business impacts those risks pose to their mission.
- Co-author of the Guide for On Going Authorization. The paper was submitted by NIST to OMB in response to OMB M-14-03 and demonstrated how the NIST Risk Management Framework (RMF) supports the principle of ongoing authorization through the use of continuous monitoring.
- Co-author of Understanding the Federal Alignment to the NIST Cybersecurity Framework v1.0 (Cybersecurity Framework). This document identified how federal agencies are complying with the Framework for Improving Critical Infrastructure Cybersecurity released by NIST in February 2014 and areas of improvement for existing implementations of the RMF and suggestions for Version 2.0 of the Framework.
- Contract task order manager for the NIST Cryptographic Validation Program (CVP). CVP reviews test reports submitted by Cryptographic and Security Testing Laboratories (CSTL) for compliance and adherence to FIPS 140-2 security requirements. Cryptographic modules obtain certification after successfully implementing requested remediation actions to meet the security requirements.
- Contract task order manager for supply chain risk management task. This task conducted over 30 interviews of commercial organizations to understand their process for identifying and assessing security risk of their suppliers. The information gained from these interviews was used to develop

and host a supply chain risk management workshop at NIST in Gaithersburg, MD. The workshop included over 400 attendees that learned about the supply chain risk management approaches being taken across various organizations and the general recommendations developed by the team for improving supply chain risk management processes.

- Contract task order lead for the National Initiative for Cybersecurity Education (NICE) program at NIST. Responsibilities included managing subcontractors and ensuring the strategic objectives of the NICE program were defined. Once approved, developed and executed work plan to achieve the strategic objectives.

October 2000 – January 2014

Booz Allen Hamilton

Commercial Cybersecurity Compliance Lead

- Managed commercial service offering team responsible for providing cybersecurity compliance assessments primarily within the financial sector.
- Assisted organizations in properly implementing the NIST Risk Management Framework (RMF) by providing security architecture recommendations and security engineering guidance for assigned systems.
- Developed system security plans (SSP), to include supporting documentation such as patch management, configuration management, account management, and contingency plans to meet FISMA goals.
- Performed security assessments against identified systems to verify their compliance to applicable NIST 800-53 security controls. Developed Security Assessment Reports (SARs) defining security findings, the security risk imposed by the finding, and recommended mitigation actions required to reduce or eliminate the risk imposed by the finding.

Client: National Security Agency (NSA)

- Project lead for three teams comprised of 75 Cybersecurity professionals. Each team was focused on separate phases of the RMF, including Security Engineering, Security Assessments, and Risk Assessments.
- Primary responsibilities include assisting clients in understanding cybersecurity threats and the security controls required to mitigate those threats. Leveraged extensive experience in securing intelligence community systems to tailor security solutions to the specific threats of the organization. Assisted clients in obtaining and maintaining authorizations to operate critical IT systems.

Client: Internal Revenue Service (IRS)

- Support included assistance in developing an operational security monitoring capability for the IRS, identifying industry best practices for security configuration management, and helping to develop a centralized account management solution to ensure all privileged and service accounts used within the IRS are properly maintained. Client service included co-authoring discussion papers regarding how security services within the IRS enterprise could be improved.

Client: National Security Agency (NSA)

- Served as lead for In-Line Information Security (INFOSEC) Products Support technical task which provided Type 1 certification support to In-Line Network Encryptors (INE). Tasks included managing 11 Full Time Equivalent (FTE) Systems Engineers and Security Test Engineers. Also responsible for oversight management of the vulnerability analysis laboratory which conducts tests on INE and other High Assurance Internet Protocol (IP) Encryptor (HAPE) devices.

April 1993 – October 2000

US Army

Telecommunications Specialist

- After enlistment in the US Army, was responsible for managing the Non-secure Internet Protocol Routing (NIPR) and Secure Internet Protocol Routing (SIPR) Networks, Defense Messaging Components (DMS) and Systems at the Heidelberg Germany Local Control Center (LCC).
- Installed, configured, tested, certified, upgraded and operated DMS components, software and network systems; administered multiple Microsoft NT Exchange Group Ware Servers with an active customer base of over 900 users.
- Responsible for posting X.500 directory entries, certificates, and testing of information within the LCC Directory Information Tree (DIT) while maintaining Army standards. Administered, operated, configured, supported, trouble-shot, and maintained multiple HP / SUN UNIX Servers. Created, maintained and administered a trouble-ticketing database used for tracking all user problems throughout the organization. Management responsibilities included performance counseling of all assigned Heidelberg LCC DMS administrators.
- Successfully installed, tested, operated, and maintained all DMS components within the Ft Detrick DMS testing site, specializing in the DMS Multi-Functional Interpreter (MFI) and reported on system processing, operations, and message throughput. Responsible for training, management and support of all assigned members of an AUTODIN Switching Center (ASC) team.
- Monitored, tracked, and resolved up to 150 trouble tickets per month on the Defense Messaging System Message Conversation System (DMS MCS). Developed and documented the manual for standardized servicing format procedures and authored and published the user's guide for the Unclassified Central Directory Component (UCDC) which was adopted by the Defense Information Systems Agency (DISA). Authored the administrator guide for the DMS MCS and the procedures for the DMS MCS help desk.

Kelly Hood

EVP & Cybersecurity Engineer

Career Summary

Cybersecurity engineer and program manager working with organizations to define and implement strategies for mitigating cybersecurity risks. Leads teams of cybersecurity engineers in enacting strategies for maturing cybersecurity programs based on experience from implementing cybersecurity best practices, controls, and standards.

Recently supported both federal and commercial clients to improve and implement security standards, such as the NIST Cybersecurity Framework (CSF) and Cybersecurity Maturity Model Certification (CMMC). Collaborated with the ISACA and the CMMI Institute in their development and maintenance of the CMMI Cybermaturity Platform. Helped develop a patented approach to translate cybersecurity risk to cybermaturity goals and identify mitigation strategies to aid organizations in improving their cybersecurity capabilities.

Education

B.S. Chemical Engineering, Cyber Operations Specialization - University of Tulsa (2013)

Patent

U.S. Patent No.16/226117, Cybersecurity Maturity Assessment

Certifications

Certified Information System Security Professional (CISSP) – August 2018

Certified Data Privacy Solutions Engineer (CDPSE) – May 2021

CMMC Registered Practitioner (RP) – September 2020

Experience

March 2019 – Present

Optic Cyber Solutions, LLC

EVP & Cybersecurity Engineer

- Co-founder of Optic Cyber Solutions. Works with clients across sectors (e.g., utilities, education, transportation) to help them secure critical assets and data. Supports clients in applying cybersecurity best practices to their business ensuring they can manage their risk and mature their organization's capabilities.
- Manages cybersecurity projects to ensure client expectations are met and project outputs are delivered on time. Attention to detail ensures that projects remain on schedule and high-quality outputs are produced.
- Performs strategic cybersecurity assessments of organizations across sectors utilizing industry best practices such as the NIST Cybersecurity Framework and CMMI Cybermaturity Platform to identify gaps and ensure a comprehensive approach to cybersecurity.
- Supports the Cybersecurity Maturity Model Certification (CMMC) program as a contributing author to the Certified CMMC Professional (CCP) Field Guide & Exam Prep Manual Version 2.0 and through conducting readiness assessments for organizations seeking certification.
- Develops cybersecurity roadmaps and plans of action based on organizations' cybersecurity gaps to provide a strategic approach for managing their greatest risk and efficiently maturing their program.

- Supports incident response and recovery tabletop exercises to ensure responders understand their roles and responsibilities during cyber incidents. Developed After Action Reports (AAR) to capture activities performed during the exercises and identify opportunities for improvement.
- Advises organizations to help them build resilient processes based on their unique risks, business goals, and compliance requirements. Develops risk-based policies, standards, and procedures to support cybersecurity program development and maturation.

February 2017 – March 2019

G2, Inc.

Cybersecurity Engineer

- Performed cybersecurity assessments of commercial organizations to identify risks and define a target security state. Develops security strategies to shape cybersecurity roadmaps for organizations to use to mitigate risks and close gaps.
- Responsible for the design and maintenance of the CMMI Cybermaturity Platform, a risk-based, capability driven, approach for building a resilient cybersecurity program.
- Supported the NIST Cybersecurity Framework review process by analyzing community feedback. Developed and presented training materials and success stories to aid community members in implementing the NIST Cybersecurity Framework in their own organizations.
- Responsible for enhancing G2 Commercial capabilities by maintaining the website, developing informational materials, and performing outreach activities to increase awareness of G2 services to potential clients.

May 2014 – February 2017

Aerospace Corporation

Associate Member of the Technical Staff

- Lead validator for the National Information Assurance Partnership (NIAP) and Common Criteria Evaluation and Validation Scheme (CCEVS). Validated more than 20 commercial IT product certifications spanning multiple product domains, including networking equipment, mobile devices, and software applications.
- Participated in multiple international technical communities tasked with creating protection profiles designed to increase the overall security assurance of Common Criteria certified products. Created and reviewed requirements and assurance activities for network devices, software applications, full drive encryptors, USB devices, and multifunction printers.
- Analyzed the applicable NIST and IC control sets to create a baseline for resiliency in National Security Space Systems.
- Assessor-in-training for NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for the certification of Common Criteria Testing Laboratories.

May 2012 – August 2012

Federal Bureau of Investigation

Research and Analysis Intern

- Conducted intelligence analysis research related to counterterrorism and social media.
- Briefed findings to Bureau employees and University staff at the internship's conclusion.

May 2012 – August 2012

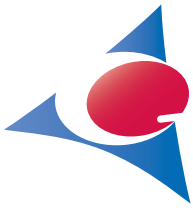
Tulsa Police Department

Criminal Investigation Intern

- Collected electronic evidence from cellular devices and personal computers for use in criminal investigations.
- Assisted detectives in identifying sexual predators through online undercover operations.

Appendix C

Service Rates for Additional T&M Effort



Project and Engineering Services for Applied Control Engineering, Inc. (ACE)

Continental U.S. Rate Structure

Effective 07 October 2024

Service	In Office Hourly Rate	On-site Hourly Rate
Control System Engineering ¹	\$185	\$200
Manufacturing Operations ²	\$205	\$220
Consulting ³	\$220	\$235
Project Management	\$195	\$210
CAD / Drafting	\$115	\$130

1. Control System Engineering includes services related to Levels 0 through 2 as defined by the Purdue Enterprise Reference Architecture (PERA) adopted by the International Society of Automation (ISA).
2. Manufacturing Operations includes services related to Levels 2 through 4 as defined by PERA.
3. Consulting includes services by specific persons (named or individuals with unique skill sets). Consulting services typically include advanced process tuning, cybersecurity consulting, network design, safety system consulting, etc. Subject matter experts and specialists may be at a different rate than shown above. Please contact an ACE account manager for further clarification.
4. Unless otherwise agreed, ACE Standard Terms and Conditions apply.
5. These rates apply for scheduled services and may not apply in situations where on-demand service is needed.
6. Minimum daily billing is 2 hours in an ACE office and 8 hours on-site. Remote support outside of normal hours has a minimum billing of 4 hours.
7. Overtime (Monday through Friday over 8 hours, outside normal business hours, and Saturday) will have a 1.5 multiplier on the hourly rate shown above. Sundays, ACE holidays, the week of Thanksgiving, the days inclusive between December 24th and January 1st, and ACE holiday weekends will have a 2.0 multiplier on the hourly rate shown above.
8. Transportation and living expenses will be billed at cost plus 10%; travel time will be billed portal to portal at the on-site hourly rate shown above and subject to any applicable overtime multipliers.
9. Materials for which ACE is an authorized reseller will be billed at list price. All other resale and subcontracted services will be at cost plus 20%.
10. International rates vary with requirements and location. Please contact an ACE account manager for further clarification.
11. Above rates are based upon Net 30 payment terms.

Appendix D

ACE's Standard Terms and Conditions

Standard Terms and Conditions of Sale for Control System Deliverables and Services

1. **Parties to this Agreement** – This Agreement for control system deliverables and/or services has been entered into by Applied Control Engineering, Inc. (“ACE”) and the “Buyer” (the entity and/or persons identified in the quotation or proposal provided to Buyer by ACE (“Proposal”) as the recipient of applicable deliverables and services).
2. **Acceptance** – These Standard Terms and Conditions of Sale, along with the Proposal, constitute the entire integrated agreement (“Agreement”) between ACE and Buyer for such deliverables, services, and related matters; the Agreement supersedes all previous and contemporaneous agreements, proposals and representations, written or oral, concerning such matters. Any additional, conflicting or inconsistent Buyer terms (whether set forth in a request for quotes or proposals, a purchase order or an acknowledgement, or in any other document) are expressly rejected by ACE and are not a part of the Agreement.
3. **Prices** – Written quotations are firm for thirty (30) calendar days from date of proposal, unless otherwise stated in the Proposal or unless ACE provides written notice to Buyer rescinding such Proposal or quotations prior to its receipt of written acceptance thereof by Buyer. All prices for control system deliverables are EXW (Incoterms 2020) shipping point, with Buyer responsible for insurance for such deliverables, unless otherwise specifically agreed upon in writing by ACE. All prices for services are exclusive of travel, living, and material expenses, unless otherwise specifically agreed upon in writing by ACE.
4. **Errors in Pricing** – ACE reserves the right to correct all typographical or clerical errors that may be present in its prices, proposals, quotations, or specifications by providing written notice thereof to Buyer.
5. **Buyer’s Solvency** – Buyer’s order shall constitute a representation that Buyer is solvent, and ACE is relying upon such representation. If ACE at any time believes that Buyer is insolvent or that Buyer’s credit is impaired, Buyer shall be in material breach hereof and ACE may, without liability to Buyer, withhold performance hereunder, change the payment and credit terms, and/ or repossess goods previously delivered for which payment has not been received by ACE (without limiting other remedies available to ACE hereunder or by applicable law).
6. **Payment Terms** – Payment terms are 30 days net from date of invoice, subject to approval of Buyer’s credit by ACE, unless shorter periods (including requirements for advance payments or deposits) are set forth in the Proposal. If, in the judgment of ACE the financial condition of the Buyer at any time does not justify shipment or the continuation of production or performance of services under the aforesaid terms of payment, ACE may require payment in advance or other payment security from Buyer.
7. **Escalation** – If the performance of this Agreement extends beyond one year, or beyond the term set forth in the Proposal, then the remaining production and performance will be billed at higher rates to account for all labor and/or material costs escalations as reasonably demonstrated by ACE. ACE reserves the right to require an increase in price to account for increases in resale pricing over which ACE has no control.
8. **Taxes** – The amount of any tax or other government charge upon the production, sale, and/or shipment of the goods or performance of services identified in the Agreement, now imposed by any governmental authority or hereafter become effective, shall be added to the price provided in the Proposal and shall be paid by the Buyer.
9. **Invoicing** – ACE shall submit invoices consistent with the terms of the Proposal. The invoice shall include the amounts due and the amounts overdue.
10. **Late Charge** – ACE reserves the right to bill for a late charge equal to 1.5% per month of the unpaid balance past due under any invoice, or at the maximum rate legally permitted if less than such amount. In addition, ACE shall be entitled to suspend performance of this Agreement due to any late payment by Buyer until such payment default (including payment of accrued interest and late charges) is cured and an equitable adjustment of the purchase price and performance schedule for the services and deliverables described in the Proposal is agreed upon by ACE and Buyer and to recover from Buyer all costs of collection of amounts past due under this Agreement (including without limitation reasonable attorneys’ fees and court costs), including those arising from any termination of this Agreement.
11. **Termination Provisions** – Buyer shall have the right to terminate this Agreement for its convenience if it determines it is in its best interest. Such termination must be made in writing and submitted to ACE reasonably in advance of the requested termination date. In this event, or in the event that Buyer fails to comply with its obligations under this Agreement and fails to cure such default within thirty (30) days of receipt of written notice thereof from ACE and ACE’s corresponding termination of this Agreement, ACE shall be paid for all performance under the Agreement to date (including partial production of goods described in the Proposal), and a reasonable cost to close the project and deliver the incomplete deliverables, plus all actual demobilization expenses and third-party cancellation costs. Without limiting the foregoing, the amount due from Buyer to ACE on account of any termination shall not be less than the greater of the following (in addition to any actual damages suffered by ACE on account of Buyer’s uncured default under this Agreement):
 1. The amount that has been already paid by Buyer;
 2. Up to (30) days after purchase commitment, total of 20% of purchase price;
 3. Up to (45) days after purchase commitment, total of 40% of purchase price;
 4. Up to (60) days after purchase commitment, total of 60% of purchase price;
 5. Up to (90) days after purchase commitment, total of 80% of purchase price;
 6. After (90) days of the purchase commitment, total of 100% of purchase price.

If ACE for any reason is not allowed to complete all performance called for in this Agreement, ACE shall not be held responsible for the accuracy or completeness of the documents or other deliverables prepared by ACE if used, changed, or completed by the Buyer or another party. Accordingly the Buyer agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ACE, its officers, employees and subconsultants from any claims, damage, liabilities, or costs (including reasonable attorneys’ fees and defense costs) arising or allegedly arising from such use, change, or completion by Buyer or others of any such documents or other deliverable prepared by ACE.

12. **Inspection and Rejection** – Buyer shall have the right to inspect the deliverables provided by ACE within a reasonable period of time (not to exceed ten (10) days from delivery thereof to Buyer). If Buyer wrongfully rejects or revokes acceptance of any deliverables supplied by ACE, or fails to make any payment when due, ACE may recover as damages the purchase price, or, in the event of cancellation prior to delivery, the amounts stated in Paragraphs 10 and 11 above.

13. **Delays/Storage Charges** – If Buyer delays shipment by request, or by failure to provide ACE with specifications and/or data required to complete the manufacture, assembly or testing of the system or other information necessary for the deliverables, ACE reserves the right to bill for storage charges and to recover any price or rate increases put in effect during the delay period.
14. **Intellectual Property** – Buyer acknowledges ACE’s design documents, including specifications, programming code, and drawings, in hard-copy or electronic format, are instruments of service, and ACE retains all rights, title and interests in its services and deliverables (including patents, copyrights, and other intellectual property rights); however, upon completion of ACE’s performance of this Agreement, and payment in full of all monies due to ACE, Buyer shall be deemed to have been granted a non-exclusive, non-transferable, royalty-free, perpetual license to use the services and deliverables performed or provided by ACE under this Agreement for the purposes contemplated in the Proposal, except that third-party deliverables (including “off-the-shelf” hardware and “click-wrapped” software) will be subject to Buyer’s compliance, at its own cost (except as otherwise provided in the Proposal), with all applicable third-party licensing requirements (including End-User License Agreement). The Buyer shall not reuse or make any modifications to the design documents without the prior written authorization of ACE, and Buyer agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ACE, its officers, directors, employees, and subconsultants against any claims, damages, liabilities or costs (including reasonable attorneys’ fees and defense costs) arising or allegedly arising from the unauthorized reuse or modification of the design documents by the Buyer or any person or entity that acquires or obtains the design documents from or through the Buyer without the written authorization of ACE or arising or allegedly arising from Buyer’s violation of the licenses to the services and deliverables provided by ACE as set forth or referenced in this Agreement. In no event shall Buyer sell, sublicense, assign or transfer its license to the services and deliverables provided by ACE hereunder without the prior written consent of ACE, nor may Buyer reverse engineer or (except as contemplated by the Proposal) make derivative works from the services or deliverables.
15. **Indemnification** – To the fullest extent permitted by law, each party hereto (an “Indemnifying Party”) will indemnify and hold harmless the other party hereto (the “Indemnified Party”) from and against all actual damages, liabilities, and expenses (including reasonable attorneys’ fees and defense costs) incurred by the Indemnified Party resulting from the Indemnifying Party’s performance of this Agreement (or Buyer’s use of the services and deliverables resulting therefrom), provided that such damage, liability or expense is attributable to a third party claim for bodily injury (including sickness, disease or death) or injury to or destruction of tangible property (excluding the goods themselves provided under this Agreement, which are to be fully insured against casualty, loss and loss of use by Buyer), but only to the extent caused by the Indemnifying Party’s (or its employees’ or subcontractors’) negligent acts or omissions or willful misconduct. The Indemnifying Party’s obligations to the Indemnified Party hereunder shall not be limited by the amount or type of damages, compensation or benefits for which the Indemnifying Party may be directly responsible to an employee of the Indemnifying Party under worker’s compensation acts, disability benefit acts, or other employee benefit acts.
- In addition, to the fullest extent permitted by law, Buyer shall indemnify and hold harmless ACE and its officers, employees and subconsultants from and against any and all damage, liability and expense (including reasonable attorneys’ fees and defense costs) to the extent arising from Buyer’s failure to maintain the health and safety of its facilities or equipment (including any pre-existing conditions thereof) or arising from the improper or unpermitted use, or improper or insufficient maintenance, of the services and deliverables provided by ACE under this Agreement.
16. **Severability** – Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
17. **Survival** – Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement that, by their nature, survive such completion or termination (including termination provisions, intellectual property terms, indemnification obligations, confidentiality requirements, warranty terms, limitations of liability, dispute resolution provisions, and non-solicitation of employees terms) shall survive such completion or termination and remain in full force and effect.
18. **Confidentiality** – ACE agrees to keep confidential and not to disclose to any person or entity, other than ACE’s employees and subconsultants (including vendors, if appropriate) any confidential or proprietary data or information not previously known to ACE that may be furnished to ACE and marked “CONFIDENTIAL” by Buyer. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict ACE from giving notices required by law or complying with a rule, regulation or order to provide information or data issued by a court, administrative agency, or other legitimate authority or legal process, or if disclosure is reasonably necessary for ACE to defend itself from or pursue any legal action or claim.
19. **Independent Consultant** – In performing the obligations required by the Agreement, ACE will act as an independent consultant and not as an employee or agent of Buyer.
20. **Compliance with Law** – ACE shall endeavor to comply with all applicable federal and state laws and regulations and local ordinances in effect at the time of the performance of this Agreement. Changes in laws and regulations after the execution of this Agreement that were not known or reasonably foreseeable affecting the cost or time of performance shall entitle ACE to an equitable adjustment of the purchase price and performance schedule for the services and deliverables described in the Proposal. Both ACE and Buyer have assumed that the “industrial exemption” applies to the services described in the Proposal, and Buyer acknowledges that individuals not licensed as professional engineers in the applicable jurisdiction(s) may execute some or all of the services and create some or all of the deliverables described in the Proposal.
21. **Safety** – ACE and its subconsultants and employees shall follow all reasonable safety regulations and procedures of Buyer that are provided in advance to ACE while on Buyer premises. Buyer accepts responsibility to inform persons entering their premises of all safety requirements specific to those locations and to maintain a safe and healthy environment at Buyer’s facilities for the performance of this Agreement.
22. **Force Majeure** – ACE will not incur any liability to the Buyer if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control. Causes beyond ACE’s reasonable control may include, but are not limited to, delays or improper acts or omissions of Buyer or its employees or other consultants or vendors, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, labor disruptions, freight embargoes, pandemics, epidemics and other public health or safety emergencies (or rules, regulations or recommendations related thereto), unavailability of necessary materials or equipment at commercially reasonable prices, and shipping delays. In the event such an incident occurs, ACE shall notify the Buyer promptly following the date on which ACE becomes aware that such cause would prevent or delay its performance, and an equitable adjustment of the purchase price and performance schedule for the services and deliverables described in the Proposal will be agreed upon by ACE and Buyer.
23. **Applicable Law, Venue and Jurisdiction** – Notwithstanding any other agreement of the parties, this Agreement is governed and construed by the laws of the State of Delaware and the United States of America, without regard to rules governing choice or conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. In the event ACE and Buyer cannot resolve any claim or dispute between them arising out of or related to this Agreement or the services or deliverables related thereto, such dispute shall be resolved through arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration proceeds shall be held exclusively in Newark, Delaware, USA before a single arbitrator, and the arbitrator’s award shall be final and binding and may be entered as a judgment in any court with jurisdiction.
24. **Warranty** – All hardware and software is warranted exclusively by the original manufacturer(s) thereof as provided by the manufacturer’s written warranty provided to Buyer (if any).

All services, including application programming, provided by ACE are warranted for a period of one (1) year from date of performance as having been performed in a manner consistent with that degree and skill exercised by members of the same profession currently practicing under similar circumstances. Upon notice to ACE during such 1-year period promptly following Buyer's discovery of any defect or non-conformity, and by mutual agreement between parties, ACE will correct (without additional compensation) those services not meeting such standards (or, at ACE's option, refund to Buyer the purchase price paid for such non-conforming services). Such corrective services or refund shall be ACE's sole obligation, and Buyer's sole remedy, in the event of any defective or non-conforming services or deliverables provided under this Agreement.

If ACE is notified for warranty work under this section, and it is later determined the cause of the problem or issue is outside ACE's responsibilities under this Agreement, Buyer will reimburse ACE for its performance at ACE's then-applicable rates.

In no event shall ACE be responsible for (a) any modifications to any services or deliverables made by anyone other than ACE or its subconsultants; (b) damages caused by misuse, improper operation or improper or insufficient maintenance of any services or deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any services or deliverables that arise from ACE's compliance with designs or other criteria or requirements provided by or through Buyer. THE WARRANTIES SET FORTH IN THIS PARAGRAPH 24 ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, GUARANTIES, OBLIGATIONS, OR LIABILITIES, EXPRESSED OR IMPLIED BY ACE OR ITS REPRESENTATIVE, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY, AND ALL STATUTORY OR IMPLIED WARRANTIES ARE HEREBY EXPRESSLY NEGATED AND EXCLUDED BY ACE TO THE FULLEST EXTENT PERMITTED BY LAW.

25. **Trademarks** – "Applied Control Engineering, Inc." and "ACE" are trademarks used by ACE and remain the sole property of ACE.
26. **Limitations of Liability** – Notwithstanding any other provision of this Agreement, in no event shall ACE be liable for any indirect, special, incidental, punitive, or consequential damages (including loss of anticipated profits, productivity, financing, reputation, business opportunities, or other economic loss) of any nature or type, regardless of cause. No person is authorized to assume for ACE any liability except as provided herein. MOREOVER, TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR STRICT LIABILITY), IN NO EVENT WILL ACE'S TOTAL AGGREGATE LIABILITY RELATED TO THIS AGREEMENT OR THE SERVICES OR DELIVERABLES RELATED THERETO EXCEED THE PURCHASE PRICE PAID BY BUYER TO ACE UNDER THIS AGREEMENT.
27. **Nondiscrimination / Sexual Harassment Clause** – In the hiring of any employees for the performance of work, ACE shall not by reason of gender, race, creed, or color discriminate against any citizen who is qualified and available to perform the work to which the employment relates. Neither ACE nor the Buyer shall in any manner discriminate against or intimidate or retaliate against any employee of either party during the performance of the work on account of gender, race, creed, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age, disability or genetic information (including family medical history).
28. **Change Orders** – Buyer may request reasonable changes in or additions or subtractions to the services and deliverables described in the Proposal by providing written notice of such request to ACE, and ACE will obtain Buyer's written consent (which shall not be unreasonably withheld, delayed or conditioned) to any material changes or substitutions in the services or deliverables from those described in the Proposal. An equitable adjustment of the purchase price and performance schedule for the services and deliverables described in the Proposal will be agreed upon by ACE and Buyer with respect to all changes described in this Paragraph 28.
29. **Non-Solicitation of Employees** – To the extent permitted by law, Buyer and ACE specifically agree that neither party, on its own behalf or through any other company acting on its instruction, will solicit any employee of the other involved in the performance of this Agreement for employment, without the express written consent of the other party; provided that this restriction (a) shall apply only during the time of any active contracts between Buyer and ACE and for a period of two (2) years after conclusion thereof and (b) shall not restrict usual and customary general employment advertising not directed at the employees of the other company.
30. **Storage and Protection of Material on Buyer's Premises** – Buyer shall arrange for due care and custody of materials delivered to its premises during all stages of receipt and staging of system components. Buyer shall be responsible for security. ACE employees and subconsultants shall follow all reasonable security measures that are provided in advance to ACE by the Buyer.
31. **Cybersecurity** – Cybersecurity is a continuously evolving effort to secure applications, control systems, networks, programs, devices, and data from cyber-attacks. ACE will provide its deliverables and services hereunder in accordance with current standards in the industry, but cannot ensure that Buyer or its personnel or other vendors, or any third-parties, will implement any cybersecurity policies, or comply with any of Buyer's cybersecurity policies. ACE cannot ensure that Buyer's systems will not be subject to improper access or use, data theft or destruction, or other cybersecurity breaches or similar incidents. ACE makes no warranties or guarantees of any nature or type with respect to the adequacy of Buyer's cybersecurity policies or with respect to the ability of ACE's deliverables and services to protect Buyer's systems or data from improper access or use, data theft or destruction, or other cybersecurity breaches or similar incidents (including without limitation the impacts of malware or ransomware). In no event shall ACE be responsible for any claim, loss, damage, or expense arising out of or related to any actual or alleged improper access or use of Buyer's systems or data, data theft or destruction, or other cybersecurity breaches or similar incidents (excluding only such incidents caused by the intentional misconduct of ACE or its personnel).

CONSULTING SERVICES AGREEMENT

This Consulting Service Agreement (the "**Agreement**") is made effective as of this _____ Day of _____ (month), _____ (year) (the "**Effective Date**") and entered into between Applied Control Engineering, Inc., an Delaware corporation with an address of 700 Creek View Road, Newark, DE 19711, (the "**Consultant**") and the Town of Berthoud, a Colorado statutory municipality (the "**Town or Berthoud**") with an address of _____ of 801 Mountain Ave, Berthoud CO 80513. Taken together, Consultant and Town shall be referred to as the "**Parties**."

Recitals

WHEREAS, the Town desires to hire Consultant to perform certain services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof;

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties do hereby promise and agree to and with each other as follows:

1. **Services**. Consultant shall provide to Berthoud the Services set forth in Exhibit A attached hereto (the "**Services**"), in a good and workmanlike manner and in accordance with all applicable professional standards and industry practices. Exhibit A shall describe in reasonable detail (i) the services to be performed by Consultant and any deliverables to be provided by Consultant (ii) the contract price to be paid by Berthoud ("**Contract Price**"), and (iii) any additional terms or conditions related to the Services. All Services shall be governed by the terms and conditions of this Agreement, the Exhibits attached hereto, and any Change Orders that may be executed by the Parties (collectively, the "**Contract Documents**"). To the extent a conflict arises between the Parties, the terms of this Agreement shall control.

2. **Term**. This Agreement and all provisions contained herein shall be effective as of the Effective Date and all Services contemplated hereunder shall be completed no later than **12/31/2025** ("**Term**"). The Term identified in this paragraph is subject to any written Change Orders that may be executed by the Parties and/or any Termination that may occur in accordance with Paragraph 3, below.

3. **Change Orders**. Any modification to the Services, including any change in the basic character of the Services, increase in the Contract Price or other deviation from the Contract Documents, must be: (i) mutually agreed upon by the Parties, (ii) comply with all terms in this section 3, (iii) formalized in writing, and (iv) signed by the Parties (a "**Change Order**"). Either party will be entitled to initiate a Change Order, and for such purpose shall submit its Change Order, including a detailed description of the required change and the reasons for it, to the other party. The Parties will evaluate the Change Order and negotiate in good faith any changes to the Services required to implement the Change Order. If both parties agree to implement the Change Order, both parties will execute the Change Order to indicate their acceptance of the changes. Neither party will be obligated to proceed with a Change Order until such time as the Change Order has been agreed upon by both parties and formalized in a signed writing. The Parties shall not be obligated to accept a proposed Change Order from the other party. In the absence of a fully executed Change Order, this Agreement and the Services set forth on Exhibit A will remain in full force and effect without modification.

4. **Fees, Expenses and Taxes**. Consultant expressly acknowledges that all costs, expenses and applicable taxes for materials and services that it is required to supply and perform hereunder, including any costs associated with travel, lodging and meals, are included in the Contract Price set forth in Exhibit A. Unless otherwise explicitly set forth in Exhibit A, Consultant shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, consumables, installation equipment and machinery, delivery and other facilities and services necessary for the proper execution and completion of the Services.

5. **Payment Terms**. The "Fee", as identified on Exhibit A, shall not exceed **\$114,780** without prior written authorization by Town. The Fee shall be paid by the Town pursuant to invoices ("Invoices") submitted by consultant. Consultant shall submit Invoices no more often than monthly. Each Invoice shall describe the Services that have been completed and the portion of the Fee payable for same. Berthoud shall not be obligated to pay any costs and/or fees in excess of the Fee identified on Exhibit A and referenced again in this sub-paragraph.

6. **Engagement of Third Parties & Consultants**. Consultant shall not engage third parties with respect to the Services without prior written authorization from the Town or as detailed in Exhibit A.

7. **Representations, Warranties and Covenants.**
- a. Consultant hereby represents, warrants and agrees that:
 - i. Consultant has adequate skill, training, expertise, knowledge and experience to perform the Services in a competent and professional manner consistent with industry standards;
 - ii. Consultant has sufficient personnel and equipment available to perform and complete the Services within the milestones, timelines and time frames specified in this Agreement;
 - iii. Consultant will perform the Services in a good and workmanlike manner consistent with industry standards;
 - iv. Consultant has the full right and authority to enter into and fully perform this Agreement;
 - v. Consultant shall perform its activities under this Agreement in accordance with all federal, state and local codes, laws, rules, regulations, and legal requirements relating to the services provided by Consultant under this Agreement ("**Legal Requirements**");
 - vi. The execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which Consultant is a party or by which it is bound; and
 - vii. The person signing this Agreement on behalf of Consultant has the full authority to do so.
 - b. Berthoud hereby represents, warrants and agrees that:
 - i. Berthoud has the full right and authority to enter into and fully perform this Agreement;
 - ii. Berthoud shall perform its activities under this Agreement in accordance with all Legal Requirements;
 - iii. The execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which Berthoud is a party or by which it is bound;
 - iv. The person signing this Agreement on behalf of Berthoud has the full authority to do so.
8. **Insurance.** Consultant agrees to maintain insurance during the life of the agreement:
- a. Comprehensive general liability insurance coverage in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles; and
 - b. Professional/negligent acts, errors and omissions insurance in an amount not less than \$1 million; and
 - c. Such workers' compensation insurance as required.
9. **Termination.** Town may terminate this agreement at any time by giving Consultant ten working days' prior written notice, provided that in such event Consultant shall be entitled to payment for those Services rendered, work in progress, and any non-cancellable charges through the date of termination, provided those Services rendered are satisfactory to the Town and work in progress is turned over to the Town.
10. **Records.** Information, data, estimates, reports, studies, and all other project documents drafted or created by Consultant or on behalf of Consultant for Town shall belong to Town and Consultant hereby assigns all of its copyright interests to Town. All of the foregoing documents hereafter prepared by Consultant for Town shall be retained and maintained for Town by Consultant for a period of seven (7) years in its offices at no additional cost to Town. Consultant shall release all such files and documents as instructed by Town from time to time. Consultant shall not be liable for use of any such documents for purposes other than their original intended purpose.
11. **Liability and indemnity.** To the extent of its fault, Consultant agrees to hold the Town harmless for any costs, claims, or liabilities arising from Consultant's performance or operations relating to the services required by this agreement.

12. **Notices.** All notices required to be given pursuant to this Agreement shall be made in writing and shall be delivered by personal delivery and securing a written receipt, or shall be sent by certified mail, return receipt requested, to the respective Party's address included below. Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by the receipt received pursuant to either form of delivery. Notice hereunder shall be addressed to:

If sent to Berthoud:

Town of Berthoud
c/o Mr. Chris Kirk, Town Administrator
807 Mountain Ave.
Berthoud, CO 80513

If sent to Consultant:

Applied Control Engineering, Inc.
700 Creek View Road
Newark, DE 19711

13. **Restriction of Assignment.** Neither party shall have the right or power to assign its rights or obligations under this Agreement without the written consent of the other party.
14. **Waiver.** The failure of any of the Parties to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.
15. **Entire Agreement.** This Agreement, together with all Contract Documents, contains the entire agreement between the parties and merges any prior representations, warranties, or understandings they may have had regarding the subject matter of this Agreement. This Agreement may not be amended or modified except by a writing executed by all parties.
16. **Counterpart; Facsimile Signatures.** This Agreement may be executed in counterparts by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the Parties.
17. **Headings.** The section headings appearing in this Agreement are inserted for reference purposes only and in no way define, limit, construe or describe the scope or intent of such section, or in any way affect the meaning or interpretation of this Agreement.
18. **Construction.** It is agreed that all parties have participated in preparation of this Agreement and that there shall be no presumption of construing ambiguities against the drafter.
19. **Governing Law.** This Agreement and the parties' conduct arising out of or related to it shall be governed by and interpreted under the laws of the State of Colorado. Any suit, action or proceeding seeking to enforce any of the terms of this Agreement shall be brought in a court of competent jurisdiction in Larimer County, Colorado. All Parties expressly and irrevocably consent to jurisdiction and venue in said courts.
20. **Severability.** In the event that any provisions of this Agreement are found to be illegal or unenforceable, such provisions shall be modified to the extent necessary to make it enforceable, and as so modified, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement by their properly authorized signatories:

ENTER BUSINESS NAME	TOWN OF BERTHOUD
Signature:	Signature:
By:	By: Chris Kirk
Its:	Its: Town Administrator
Date:	Date: