Board of Trustees Regular Meeting

807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, June 30, 2026, at 6:30 PM

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

The Board of Trustees may act 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. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Citizen Participation

V. Scheduled Items and Estimated Times for Discussion

1. Consent Agenda **(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, an item may be removed from the Consent Agenda and considered separately.

a. June 30, 2026, Meeting Agenda

b. June 9, 2026, Meeting Minutes

c. Board Report - June 2026

d. Conflict Waiver Regarding Lyons Gaddis Representation of the Town of Berthoud and the Town of Erie

e. Agreement Between the Town of Berthoud and the Town of Erie for the Lease of CBT Water Rights

f. Agreement Regarding American Red Cross Shelter

g. Fee Forgiveness Request - Habitat for Humanity

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.

2. **Presentation: 2025 Audited Financial Statements** **(30 Min)**

3. **Contract award to PSD Citywide for Asset Management and Permitting platform** **(15 Min)**

4. **Public Hearing: Request for a Major Alteration of a Historic Structure Located at 224 Mountain Ave** **(15 Min)**

5. **Public Hearing: Amendment to Landscape Guidelines in Consideration of the Newly Adopted Colorado Wildfire Resiliency Code - Ordinance 1383** **(15 Min)**

6. **Newell Farm Park Master Plan** **(30 Min)**

7. **Jaskowski Property Update** **(30 Min)**

8. **Elected Official Reports** **(20 Min)**

   a. Town Board -

   b. Mayor -

   c. Staff - Town Administrator, Attorney

VI. Adjourn

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

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Board of Trustees Meeting Minutes

807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, June 9, 2026, at 6:30 PM

6/9/2026 – Minutes

I. Call to Order

Mayor Pro-Tem Soricelli-Albrecht called the meeting to order at 6:30 PM.

II. Pledge of Allegiance

Mayor Pro-Tem Soricelli-Albrecht led the Pledge of Allegiance.

III. Roll Call

The following Board members were present:

Trustee Karen Anderson
Trustee Casey Grace
Trustee Sean Murphy
Trustee Arno Olbricht
Trustee Brett Wing
Mayor Pro-Tem May Soricelli-Albrecht

The following Board members were absent:

Mayor Will Karspeck

The following staff members were present:

Town Attorney Kathryn Sellars
Town Administrator Chris Kirk
Town Clerk Christian Samora
Deputy Town Clerk Lexi Dovel
Larimer County Sheriff Sergeant Justin Williamson
Project Engineer Daniel Buendia
Community Development Director Anne Johnson
Community Engagement Manager Stephanie Horvath
Director of Recreation and Cultural Services Amanda Gustafson
Director of Water Utilities Ken Matthews
Engineering Supervisor Luke Seeber

Town Planner Bella Manzo
Planning Manager Tawn Hillenbrand

IV. Citizen Participation

Woody Geoghegan thanked the Trustees and the Town Administrator for meeting with him to discuss his concerns. Geoghan spoke regarding controlled growth and receiving public input on Town projects, and encouraged Board members to vote according to their individual judgment.

V. Scheduled Items and Estimated Times for Discussion

1. Consent Agenda **(5 Min)**

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Trustee Grace requested the following items be removed from the Consent Agenda for individual consideration: "d. April 2026 Financial Information", "f. Berthoud Arboretum Preconstruction Services Agreement", "g. 2nd Amendment to Westside Crossing Commercial Development Agreement", and "h. Agreement Between the Town of Berthoud and Social Pinpoint, Inc for Berthoud Engage Community Engagement Software".

Administrator Kirk requested item "i. Agreement Between the Town of Berthoud and the Town of Erie for the Lease of CBT Water Rights" be removed from the Consent Agenda to be considered at a future meeting because a required document was inadvertently omitted from the meeting packet.

Trustee Anderson moved to combine and approve the items on the Consent Agenda, with the exception of items "d", "f", "g", "h", and "i". Trustee Grace seconded the motion. In a 6-0 roll call vote, the motion Passed.

The Board had further discussion on item "d" and inquired about several specific transactions listed on the check register.
Trustee Anderson moved to approve item "d. April 2026 Financial Information". Trustee Wing seconded the motion. In a 6-0 roll call vote, the motion Passed.

The Board had further discussion on item "f" regarding the selected contractors, project timelines and costs. Project Engineer Daniel Buendia addressed Trustee questions and provided additional information.
Trustee Anderson moved to approve item "f. Berthoud Arboretum Preconstruction Services Agreements" contingent upon the Town's receipt of a new Exhibit B letter provided by Wenk Associates, Inc. Trustee Grace seconded the motion. In a 6-0 roll call vote, the motion Passed.

The Board had further discussion on item "g" including the proposed amendments to the agreement, outstanding balances owed, the development timeline, and next steps. Community Development Director Anne Johnson addressed Trustee questions and provided additional information.

Trustee Grace moved to approve item "g. 2nd Amendment to Westside Crossing Commercial Development Agreement". Trustee Anderson seconded the motion. In a 6-0 roll call vote, the motion Passed.

The Board had further discussion on item "h" regarding administrative user access, the availability of Spanish translation on the web page, and the project timeline. Community Engagement Manager Stephanie Horvath addressed Trustee questions and provided additional information.

Trustee Wing moved to approve item "h. Agreement Between the Town of Berthoud and Social Pinpoint, Inc for Berthoud Engage Community Engagement Software". Trustee Grace seconded the motion. In a 6-0 roll call vote, the motion Passed.

a. June 9, 2026 Meeting Agenda

b. May 12, 2026 Meeting Minutes

c. May 26, 2026 Meeting Minutes

d. April 2026 Financial Information

e. Invitation for Bid – Serenity Ridge Stormwater Project

f. Berthoud Arboretum Preconstruction Services Agreement

g. 2nd Amendment to Westside Crossing Commercial Development Agreement

h. Agreement Between the Town of Berthoud and Social Pinpoint, Inc for Berthoud Engage Community Engagement Software

i. Agreement Between the Town of Berthoud and the Town of Erie for the Lease of CBT Water Rights

j. Intergovernmental Agreement Between the Town of Berthoud and Larimer County Regarding the Wilson Farm Conservation Project Funding

2. Annual Committee Report - Youth Advisory Commission (20 Min)

Members of the Youth Advisory Commission, Joe Rohnke, Harper Weisen, Oliver Ray and Jackson McKinney, presented an overview of the Commission's accomplishments during the past year and its goals for the upcoming year.

Staff Liaison to the Youth Advisory Commission, Amanda Gustafson, provided additional information regarding scholarship funding.

3. Updated Water Supply - Demand Outlook (40 Min)

Director of Water Utilities Ken Matthews provided an introduction to the Town's water rights and water supply outlook. Water Counsel, Pete Johnson and Bradley Kershaw, presented an

overview of water fundamentals, the Town's water rights and resources portfolio and provided an update on the progress of the Water Resources Master Plan. Andrew Case, Project Manager and Civil Engineer with Spheros Environmental, presented a snapshot of the Town's water supply and demand.

Mayor Pro-Tem Soricelli-Albrecht opened the item to public comment.
No one spoke during public comment.
Mayor Pro-Tem Soricelli-Albrecht closed public comment.

The Board thanked staff and counsel for their work.

Mayor Pro-Tem Soricelli-Albrecht called for a 10-minute break.

4. Berthoud Drought Response Plan (20 Min)

Director of Water Utilities Ken Matthews gave a presentation on the Town's Drought Response Plan.

Trustees provided feedback including proposed inclusions and exclusions from the template provided by the Colorado Water Conservation Board, public notification and communication outreach efforts, and strategies to help residents conserve water and reduce household costs.

Mayor Pro-Tem Soricelli-Albrecht opened the item to public comment.
No one spoke during public comment.
Mayor Pro-Tem Soricelli-Albrecht closed the public comment.

The Board supported the Drought Response Plan returning for consideration at a future Board meeting.

5. Intersection Model Presentation (15 Min)

Engineering Supervisor Luke Seeber presented the completed Town wide Traffic Model. The presentation included information on why the Town developed its own model, current intersection levels of service, and projected intersection levels of service throughout the Town.

Trustee Anderson moved to extend the meeting past 9:30 pm. In a 6-0 voice vote, the motion Passed.

6. Public Hearing: Berthoud Industrial (Buckner) Annexation and Zoning (15 Min)

Mayor Pro-Tem Soricelli-Albrecht opened the Public Hearing.

Planner Bella Manzo provided an overview of the Land Use Process and gave a presentation on the Berthoud Industrial (previously known as Buckner) Annexation and Zoning request. Manzo provided the annexation and zoning review criteria for the Board to utilize in their review.

Mayor Pro-Tem Soricelli-Albrecht opened the public comment portion of the Public Hearing.
No one spoke during public comment.

Mayor Pro-Tem Soricelli-Albrecht closed the public comment portion of the Public Hearing.

Trustee Wing moved to approve Resolution 2026-15, a Resolution of the Town of Berthoud Making Certain Findings of Fact Regarding the Proposed Annexation to the Town of the Real Property Known as Berthoud Industrial. Trustee Anderson seconded the motion. In a 6-0 roll call vote, the motion Passed.

Trustee Wing moved to approve Ordinance 1382, an Ordinance of the Town of Berthoud Annexing the Real Property Known as Berthoud Industrial to the Town of Berthoud and Zoning the Property Industrial, and Approving an Associated Annexation Agreement. Trustee Grace seconded the motion. In a 6-0 roll call vote, the motion Passed.

Mayor Pro-Tem Soricelli-Albrecht closed the Public Hearing.

7. Introduction: Amendment to Landscape Guidelines in consideration of the newly adopted Colorado Wildfire Resiliency Code - Ordinance 1383 (15 Min)

Planning Manager Tawn Hillenbrand gave a presentation on the amendment to the Landscape Guidelines in consideration of the newly adopted Colorado Wildfire Resiliency Code.

Mayor Pro-Tem Soricelli-Albrecht opened the item to public comment.
No one spoke during public comment.
Mayor Pro-Tem Soricelli-Albrecht closed public comment.

The Board was supportive of bringing the item back for a Public Hearing at the June 23, 2026, Board of Trustees meeting.

8. Amendment to Chapter 17 of Berthoud Municipal Code Regarding Off Highway Vehicles - Ordinance 1385 (15 Min)

Sergeant Justin Williamson provided information on the proposed amendment to Chapter 17 of the Municipal Code regarding Off-Highway Vehicles, including the types of vehicles and activities that would be prohibited under the ordinance.

Trustee Anderson moved to approve Ordinance 1385, an Ordinance of the Town of Berthoud Amending Section 17.19 of the Berthoud Municipal Code Prohibiting the Operation of Certain Vehicles Within the Town of Berthoud and Clarifying Permitted Uses. Trustee Wing seconded the motion. In a 6-0 roll call vote, the motion Passed.

VI. Elected Official and Staff Reports

9. Town Board -

Trustee Olbricht had no report.

Trustee Grace requested Administrator Kirk provide an update from the PORT Committee on the Newell Farm Park project. Grace commended staff for their prompt response to a public comment request for the installation of a visual barrier at a ramp at Town Park. Grace also

reported on the recent Berthoud Day event and noted a scheduling conflict between the upcoming Colorado Municipal League (CML) conference and the June 23, 2026 Board of Trustees meeting.

Trustee Grace moved to reschedule the upcoming Board of Trustees meeting from June 23, 2026, to June 30, 2026. Trustee Anderson seconded the motion. In a 4-0 roll call vote, the motion Passed, with Trustee Murphy and Trustee Wing abstaining.

Trustee Anderson reported on the Historic Preservation Advisory Committee (HPAC) meeting including discussion of goals and educational efforts, the pursuit of grants for historic preservation, the historical walking tour, and review of an alteration request. Anderson also reminded attendees of the upcoming Roam and Rummage event on June 13, 2026.

Trustee Murphy reported on his participation at the Tree Advisory Committee booth at the Berthoud Day event.

Trustee Wing also reported on the Berthoud Day event, including the Old Time Baseball Game.

10. Mayor -

Mayor Pro-Tem Soricelli-Albrecht reported on the Berthoud Day event and a meeting of the Loveland-Berthoud Association of Realtors (LBAR). Soricell-Albrecht discussed golf cart pathways and assoiated restrictions.

11. Staff - Town Administrator, Attorney

Administrator Kirk reminded the Board of the upcoming Strategic Planning Session on Saturday, June 13, 2026.

Attorney Sellars had no report.

VII. Adjourn

The meeting was adjourned at 10:25 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor



Berthoud Board Update

June 2026





JULY EVENTS

3RD OF JULY EVENT

Waggener Farm Park 5:00 PM - 9:45 PM

Join us for an evening of music, food, family fun, and fireworks on July 3, 2026, at Waggener Farm Park. This free community event is fun for all ages and features over 30 food trucks, a beer garden, inflatables, lawn games, and live entertainment throughout the evening. Bring your chairs and blankets, gather with family and friends, and enjoy a memorable summer night in Berthoud.

Fireworks begin at dusk.

More Information

TREE WALK AT TOWN PARK

July 18 | 10:00 AM

Community members of all ages are invited to join the FREE Tree Walk series, led by ISA-certified arborist Brandon Koons. This engaging, educational series takes participants on a monthly walk through one of Berthoud's beautiful parks to explore the trees that help fill its canopy. All tree walks begin at 10:00 am.

More Information

BERTHOUD MARKET

Every Saturday

Town Park | 9:00 AM - 1:00 PM

Join local growers and makers at Town Park to find unique items made locally. Enjoy live music, grab a bite to eat, and explore the wide variety of booths.

More information

PROJECTS

Submitted By Daniel Buendia, Project Engineer

Summary of Public Works Projects for May

Parks & Open Space

- Mountain Vista Park (MVP) designs have been finalized. GC and staff are working to arrive at a GMP.
- There is a new pickleball court at Pioneer Park and Forestry/Open Space is working on landscaping to enhance the natural beauty.
- The Arboretum project was directed to move forward with VE efforts at the 5/26 Board meeting. Staff requested a preconstruction services proposal from the GC.
- Town Park Fireplace is open for public use by reservation

Roads and Sidewalks

- The 2026 Roadway and Sidewalk Improvements Projects have been awarded. Concrete work is expected to begin 6/8.
- Sidewalk cost share program was updated to include businesses located along Mountain Ave.





Roadwork has wrapped up on Tipton St. First of many to be completed this summer.



Work on CR7 has been progressing with Ursa Major and LTWD improvements projects





Pioneer Pickleball court is painted and opened to the public!





Irrigation main repaired at Pioneer Park North



Our spring visitors can cause a bit of traffic jam.

FORESTRY / OPEN SPACE

Submitted By Paul Furnas, Town Forester

Berthoud's Forestry and Open Space departments have had a productive May, responding to to a heavy spring snowstorm, while keeping up with ongoing projects for the coming growing season. Forestry staff had many broken branches at parks to clean up the day the May snow storm hit, but had all of the dangerous broken branches cleaned up within a week. The town only lost one tree in the snowstorm. Forestry staff then kept up with upgrading, installing, and fixing irrigation lines at town properties to ensure everything is ready to go for the summer. The Forestry department received a long awaited upgrade to their water truck that should double the efficiency of watering trees around town. Forestry staff installed banners and flags on all of the light poles on Main Street for the summer. Open Space staff has also kept up with summer around the corner by finishing their first mows at Open Spaces and upgrading irrigation where needed. Open Space also dove into their annual Bike Park maintenance days where they are giving all trails at the Bike Park a much needed touch up to ensure they are in tip top shape for the summer riding season. Erosion control was added around the pump track at the Bike Park this month.



Two pictures taken on the same day in May. Heavy snows damaged trees in nearly every park in town. With help from Parks and Open Space Staff, Forestry Staff cleared out fallen limbs to get town parks cleaned up.





One tree along the Neilson trail lost two significant branches leaving a very lopsided, damaged tree that needed to be removed. It was the only tree the Town lost during the snow storm.





Forestry Staff installed a new irrigation zone to feed the seven new trees planted on Arbor Day just south of Town Park.









1 & 2) Open Space – Bike Park maintenance before and after.
3) Contractors were hired to install a band of rock around the outside slopes of the Bike Park pump track in an effort to control erosion around the outside of the feature.





Open Space staff started their work to resurface and compact dirt on the riding surfaces at the Bike Park.

STREETS DEPARTMENT

Submitted By Brandon Keegan, Streets Supervisor

May included a late-season snowstorm that caused significant tree damage throughout town. Crews responded by clearing fallen branches and debris while continuing routine maintenance. Work included cleaning storm drains, sign and delineation installation, retention pond cleanout, and roadside mowing.

Following multiple rain events, crews also graded CR7 and CR10E to restore smooth roadway conditions. Despite the weather challenges, the team stayed on track and completed all planned work.







Oldtown- Streets crew cleared tree branches from the roadway to restore safe traffic flow



Green Lawn Cemetery- Detour signs were ordered to direct the public to the cemetery, as construction on Hwy 56 has limited access to one entrance.

Nebraska Ave- Streets crew cleared drain pans of debris to prevent roadway flooding.







5th Street- Streets crew cleaned storm drains throughout town following heavy rainfall







2nd Street Retention pond- Streets crew removed debris from the detention pond
County Road 7- Streets crew installed delineation along CR7 and 1st Street



Berthoud Parkway- Streets crew repaired potholes

RECREATION

Submitted By Amanda Gustafson, Director of Recreation | Cultural Services

Operations, Marketing, and Maintenance

During May, the Operations team focused on improving customer service processes, enhancing communication tools, and preparing the facility for the busy summer season. Operational efforts included supporting splash pad startup, assisting Aquatics during staffing transitions, strengthening accounts receivable collection processes, coordinating fire pit rental procedures, and evaluating facility systems, including HVAC, building automation, and communication equipment.

Sports & Programs

During May, the Sports Department focused heavily on preparing for a busy summer season by planning camps, coordinating baseball leagues, and launching the new Friday Night Sports Series. The department wrapped up another successful season of adult sports and developed the Friday Night Sports Series, which had 20 participants, to provide adults with flexible recreational opportunities throughout the summer without requiring a full-season commitment. Summer camps were expanded from six weeks to eight weeks and will include new community-based experiences such as fishing, visits to Pioneer Park, and trips to the splash pad, creating additional opportunities for participants to explore and engage with local recreation amenities.



Co-ed volleyball champs



Co-ed soccer camps

ACTIVE ADULTS (50+)

A key highlight for Active Adult programming in May was the Wellness Wednesday presentation hosted in partnership with ACASA Senior Care, which focused on the importance of maintaining healthy habits as individuals age, including topics related to nutrition, exercise, sleep, and overall well-being. We had 8 attendees for this presentation.

Aquatics

During May, the Aquatics Department focused on staffing, training, and preparing for the transition into the busy summer season. The team successfully hired and onboarded four new lifeguards and one new head guard, while also conducting comprehensive summer training for lifeguards, head guards, and swim instructors, and certifying 15 new lifeguards.



Lifeguard class

Splashpad start-up



Fitness

The Fitness Department once again saw strong engagement and growth through the month of May. Due to the continued success and growing demand of the Senior Strength program, which had 11 participants, a second class was added to accommodate interest and improve accessibility for active older adults seeking structured strength and mobility training. Yoga+ also experienced continued growth in attendance and community awareness with 21 participants, in part due to referrals and recommendations from local physical therapists who recognize the class's benefits for mobility, balance, and overall wellness.

Information table setup to inform members about different fitness offerings



COMMUNITY DEVELOPMENT

Submitted By Anne Johnson, Community Development Director

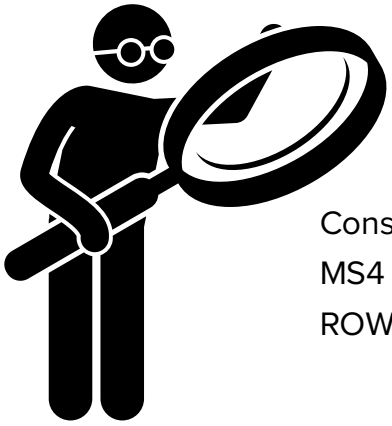
Building Division data for May 2026

 # New Residential
May 2026: 8
YTD: 47

 # New Commercial
May 2026: 1
YTD: 9

Total Number of Permits
May 2026: 57

Total Valuation
$7,293,593.71



Engineering

Construction Site Inspections: 69
MS4 Inspections: 10
ROW Permits Processed: 7

Planning

Public Assistance
Emails: 6,268
Phone calls: 68
Site Visits: 4

Pre-Application meetings: 2
Public Hearings/Applications presented: 3
Codes/Comp Plan Action Items in process: 2
Applications in Process: 38

PARKS / CEMETERY

Submitted By Sami Kouns, Parks Supervisor

The Parks Department spent much of May addressing storm-related impacts from the early-month snow event, working closely with the Forestry Department to remove numerous downed tree limbs throughout Berthoud parks and restore safe public access. Staff completed several park and facility repairs.

Baseball and softball field preparations remained a major focus, with staff performing infield maintenance, setting bases and pitching mounds, chalking lines, and maintaining painted foul lines to support a busy game schedule.

As irrigation systems became fully operational, crews prioritized mowing, turf maintenance, and cotton cleanup throughout the park system. At Green Lawn Cemetery, several mainline irrigation repairs were completed to improve turf conditions ahead of Memorial Day. Staff dedicated significant effort to cemetery preparation, including mowing, trimming, cleaning headstones, and installing flags to provide a respectful setting for visitors honoring military service members.



During the month of May, there were several repairs made to various playgrounds and facilities. One of the swings at Pioneer Park was broken completely in half, luckily, we had a spare swing left over from Bein Park when the generation swing was installed. A bulletin board was installed on the Waggener Farm Park west pavilion wall facing the sidewalk. The goal for this bulletin board is to relay more information to the passing public that frequently use the Waggener playground and pavilion area.





We are in the full swing of baseball and softball field preps during this time of the year. For every game played on any Town of Berthoud ballfield, the playing surface is evaluated to see if it is too firm or too soft. Both of these scenarios would require us to water the infield and either let the water settle to help harden the field up, or water it and then rip the infield surface with our Toro Sandpro. This gives us the ability to break up the hard top layer to make the field more playable. Once the field is determined to be playable, the surface is screened with a steel mat drag, bases are put in at the correct distances, a mound is hammered in at the correct distance, and then chalk lines are added to prep for a game later in the day. Foul lines in the grass are push-painted as needed to keep the fields ready for all of the games on the schedule for that week.



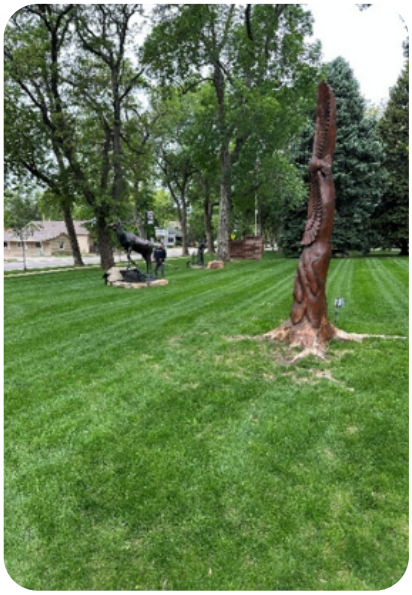
Cemetery/Parks – Memorial Day Prep

At the Green Lawn Cemetery, several main line irrigation repairs had to be made to keep the water running and get the cemetery as green as possible before Memorial Day. The week before Memorial Day, the Green Lawn Cemetery is an all hands on deck job that requires weed whips to clean up around every headstone and tree, blowers to clean off the flat headstones, mowers to cut the grass in every area of the cemetery and new flags to hang on the flag poles, to give those honoring noble service men and women that died serving in the United States military a beautiful place to honor their loved ones. There were also 4 different burials that took place at the cemetery during the month of May.











WATER/WASTEWATER

Submitted By Tyler Carpenter, Water Operations Manager

Water/Wastewater Operations Summary

May was another active operational month for the Water/Wastewater Utilities division, with continued focus on system maintenance, customer service, utility locates, and infrastructure repairs.

Staff completed 10 new meter installations, 3 repairs, 44 shut-offs, and 759 utility locates, including 14 emergency tickets. Major work included a service line replacement at 330 8th Street, a sewer repair in Valley View, continued cross-connection canvassing in Heron Lakes, and implementation of the revised Backflow Ordinance. Staff also assisted with an emergency water main shutdown on Highway 56 after an AC waterline failed three times.











1) 8th Street, old service line
2) 8th Street -old service line
3) 8th Street -new service line
4) Valley View broken sewer pipe
5) Emergency water main break on Highway 56

Wastewater Treatment Plant / Water Reclamation Plant (Ramey Environmental Compliance)

Water Treatment Plant

(Operated by Ramey Environmental Compliance -REC)

Compliance and Monitoring

Staff completed all required monthly State compliance sampling for total coliforms and coordinated with Colorado Analytical Laboratory to ensure timely analysis and reporting of results. Operations continued routine inspections and preventative maintenance activities to support treatment reliability and regulatory compliance.

Operations and Preventative Maintenance

- Completed monthly preventative maintenance on chlorine and polymer pumps, turbidimeters, and the raw pH probe
- Wesco Construction and Haley Electric Company completed installation of the future High Service Pump No. 3, including variable frequency drive (VFD) and electrical components, improving system capacity and reliability
- Stored decree water in both the East and West Cells of Berthoud Reservoir to support water supply management
- Completed monthly inspections of fire extinguishers and emergency lighting systems and performed routine inspections and maintenance on Kohler and Baldor generators

Water Reclamation Facilities / Wastewater Treatment Plant

(Operations provided by Ramey Environmental Compliance - REC)

REC operations remained focused on system reliability, preventative maintenance, and regulatory compliance throughout the reporting period. Key activities completed during the month include:

- Participation in Colorado Department of Public Health and Environment wastewater surveillance monitoring and sampling for measles; results are pending.
- Replacement of a sump pump in the RAS (return activated sludge) building to prevent flooding and protect equipment and replacement of the West Aeration Basin drain pump.
- Bypass of aeration basins to allow Moltz Construction to complete repairs to failed underground valve within the (treatment) aeration system.

Basin Drain Pump Replacement



ECONOMIC SUSTAINABILITY

Submitted By Brian Dubois, Economic Sustainability Manager

- Town hosted the annual Business Appreciation Breakfast with guest speaker Dr. Richard Wobbekind. Attendance was 110 on the snowy morning.
- Town staff attended ICSC Las Vegas to meet with and build relationships with companies about commercial properties around Town. Staff met with Freddy's, Bojangles, Wendy's, Dairy Queen, Chicken Salad Chick, IHG Hotels, Extended Stay, Hilton, Slim Chickens, and Chipotle.
- Staff reviewed and approved two sign grants for Berthoud Dental Care ($2,000) and Berthoud Historical Society ($1,000).







CLERKS OFFICE

Submitted By Christian Samora, Town Clerk

Second Quarter Update

Records & Service by the Numbers

Records Retention & Digital Archive

📑 **2,966** records digitized and filed

By the Numbers

🚧 **614** Code Violations Processed

📄 **98** Public Records Requests

🌎 **350** Passport Applications Accepted

Election and Events Update

Elections & Community Events

2026 Regular Election (April 7)

3,793 ballots cast

85% increase over the **2,050 ballots** received in the 2024 election

Community Events

🐶 **Dog and Deputies** – April 18

🗑️ **Community Clean-Up –** 394 Vouchers

🛍️ **Roam and Rummage** – June 1

LYONS GADDIS
ATTORNEYS & COUNSELORS

Peter C. Johnson
pjohnson@lyonsgaddis.com
D: 303-678-6514

May 14, 2026

Via Email: atennant@berthoud.org

Town of Berthoud
Attn: Alex Tennant
Water Resources Administrator
807 Mountain Avenue
Berthoud, CO 80513

Re: Lyons Gaddis Representation of the Town of Berthoud and the Town of Erie

Dear Alex:

The Town of Berthoud ("Berthoud") would like to lease CBT water from the Town of Erie ("Erie"). Lyons Gaddis represents both Berthoud and Erie in other matters. Erie has requested that we represent it in the lease transaction and the preparation of the lease. However, this transaction results in a legally adverse position between Berthoud, as Lessee, and Erie, as Lessor. It should be noted that this is the only current transaction and an isolated situation involving Berthoud and Erie in a potentially adverse situation.

Under these circumstances, our firm's continued representation of Berthoud regarding the water lease is subject to Rule 1.7 of the Colorado Rules of Professional Conduct concerning potential conflicts of interest. Rule 1.7 provides that, except under certain conditions,

> (a) . . . a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
>
> (1) the representation of one client will be *directly adverse* to another client; or

> (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or third person or by a personal interest of the lawyer.

Rule 1.7 further provides that, notwithstanding the existence of a concurrent conflict of interest, a lawyer may represent a client if:

> (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
>
> (2) the representation is not prohibited by law;
>
> (3) the representation does not involve the assertion of a claim by one client against another represented by the lawyer in the same litigation or other proceeding before a tribunal; and
>
> (4) each affected client gives informed consent, confirmed in writing.

As set forth above, I have been and will continue to be the counsel for the Berthoud on this lease. I have not and will not represent Erie regarding this lease. We do not believe that our firm's representation of Erie in relation to all other water rights matters would materially limit our firm's ability to represent Berthoud for purposes of the lease or create personal conflicts of interest for me or the firm (Rule 1.7(a)(2)).

Representation of Erie in the water rights matters by Lyons Gaddis is, nevertheless, *directly adverse* to Berthoud. Therefore, we consider such representation to be prohibited by Rule 1.7(a)(1), unless the four conditions stated above are met, including informed consent by Berthoud and Erie confirmed in writing.

As to the first condition, we believe that Lyons Gaddis will be able to provide competent and diligent representation to Berthoud in the completion of the lease because we will take precautions to protect against any disclosure of other client confidences related to the separate matters. That is, in the course of our firm's representation of Berthoud, we have obtained confidential or other sensitive information related to Berthoud's water rights. To minimize the potential risk of

inadvertent disclosure of confidential information or other prejudice to Berthoud, we will create a confidentiality wall. I will be the only attorney who will work on the lease for Berthoud, and Andrea Kehrl will be the only attorney who will work on the lease for Erie. No other attorneys in our firm may work on this matter. In addition, we will take steps to ensure that Erie does not have access to Lyons Gaddis's information concerning Berthoud's other water rights matters.

As to the second and third conditions, our representation of Berthoud is not otherwise prohibited by law; and Lyons Gaddis is not representing Berthoud and Erie in the same litigation. Consequently, we believe that our representation of Berthoud on the lease would not be prohibited by Rule 1.7, as long as Berthoud and Erie consent to such representation.

For purposes of Rule 1.7, informed consent requires the lawyer to communicate to the client adequate information and explanation about the material risks of, and reasonably available alternatives to, the proposed representation. *See* Rule 1.0(e), Colorado Rules of Professional Conduct. As explained above, the material risk of the proposed concurrent representation is the potential for disclosure of client confidences related to the separate matters. Lyons Gaddis will minimize this risk through the creation of a confidentiality wall. Nevertheless, you should know that a potential risk of such disclosure still exists, and one alternative to eliminate this risk would be for Berthoud to retain other counsel for this lease matter.

Please consider this information carefully. If you have any questions, please do not hesitate to call. Also, please understand that Berthoud has no obligation to consent to Lyons Gaddis' representation of Berthoud in the lease. If, however, after consideration of this information, Berthoud decides to consent to our firm's representation of Berthoud in this lease matter as described above, please sign a copy of this letter in the space provided below and return it to me for our files.

Please note that we have provided a similar disclosure to Erie, and they have indicated that they will consent to our firm's representation of Berthoud in the lease matter under the conditions described above.

Thank you for your consideration of this matter.

Sincerely,



Peter C. Johnson, Esq.

CONFLICT WAIVER

I have read this letter, understand the nature and implications of the proposed representations described herein, and the conflicts associated therewith, and consent on behalf of the Town of Berthoud to such representation under the conditions described in the letter; reserving, however, the right to re-evaluate the situation if the conflict waiver is no longer reasonable for Lyons Gaddis's representation of the Town of Erie on the matter described herein.

Town of Berthoud

By: _____ _____
Date

Name: _____
Title: _____

BOARD OF TRUSTEES INFORMATION

Water Utilities

Meeting Date:	**June 30th, 2026**
Agenda Title/Subject:	**Town of Erie – CBT Lease**
Type of Item:	**Consent Agenda**
Purpose:	**Lease 240 AF of CBT water from Town of Erie**
Presented by:	**Ken Matthews, Director of Water Utilities**

Attachments:

1. Erie – Berthoud Water Lease – 240 AF of CBT

Background:
The current historic drought conditions across Colorado presents an unprecedented and uncertain risk to some of Berthoud's water rights that are dependent on the available water in the Big Thompson River. Berthoud Water staff has been evaluating all available options to ensure adequate water supplies for this drought period. While the Town's water supply remains stable and is projected to meet anticipated demands, staff recommends leasing 240 acre-feet of Colorado-Big Thompson (CBT) water from the Town of Erie at a cost of $80 per acre-foot, to provide an additional backup water source this year.

This lease provides an additional margin of reliability at a fiscally responsible cost and helps ensure the Town can meet both potable and non-potable water demands throughout the irrigation season. Staff will continue to monitor water supply conditions and system demands. Depending on conditions later in the season, a portion of the leased water may be carried over into Water Year 2027 or leased to agricultural users, providing additional flexibility should drought conditions persist.

At $80 per acre-foot, the proposed lease represents a cost-effective risk management measure that enhances supply reliability during an unusually dry year

Next Steps:
Once the agreement is finalized, Berthoud will pay the Town of Erie, and the leased water will be transferred into Berthoud's Northern Water account for use as needed throughout the season.

Staff Recommendation:
Staff recommends approving the CBT lease with the Town of Erie.

Fiscal Impact and Fund Source:
The total cost of the lease is $19,200 and will be funded through the Water Department's Water Purchases budget.

Community Touchstones:
This lease will ensure the Town has sufficient water supplies to meet projected demands through the irrigation season while providing additional value through potential carryover storage for 2027 and/or supplemental water supplies for local agricultural users.

WATER LEASE

THIS LEASE of water ("Lease") is made and entered into as of the _____ day of July, 2026, by and between the Town of Erie ("Lessor") and the Town of Berthoud ("Lessee").

RECITALS

A. Lessor is the owner of Units in the Colorado-Big Thompson Project ("CBT Units") as such Units are defined in the Allotment Contract between the Northern Colorado Water Conservancy District ("NCWCD") and Lessor.

B. Lessee desires to lease water attributable to its CBT Units from Lessor's 2026 water allotment for use within the NCWCD boundaries.

C. Lessor is willing to lease two hundred (240) acre-feet currently allotted to its CBT Units to Lessee in accordance with the terms and conditions of this Lease.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lease. Lessor hereby leases to Lessee the right to receive two hundred and forty (240) acre-feet currently allocated to its CBT Units during the 2026 water year (defined as November 1, 2025 through October 31, 2026). Lessee may sublease the water for irrigation purposes at a price per acre foot equal to or less than the price hereunder. Under no circumstances shall the water be used for any oil and gas or related purposes. This Lease does not grant to Lessee or any sub-lessees the right to use facilities owned or operated by Lessor or the use of any carryover capacity or additional water allotted to Lessor's CBT Units. Delivery of any and all water hereunder shall be taken by Lessee prior to November 1, 2026. Lessee shall be responsible for all necessary agreements to take delivery of the water through facilities owned by any third party.

2. Lease Payment. Lessee shall pay Lessor $80.00 per acre-foot, for a total of $19,200.00 as the lease payment. The lease payment shall be due immediately upon execution hereof.

3. NCWCD Documentation. Lessor hereby agrees to execute all necessary documentation to transfer 240 acre-feet currently allocated to the CBT Units to Lessee upon execution of this Lease and payment hereunder.

4. Additional Provisions.

4.1 Entire Agreement. This Lease constitutes the entire agreement between the parties. No supplement, modification, or amendment of this Lease shall be binding unless executed in writing by the parties.

4.2 Counterparts. This Lease may be executed in counterparts, each of which will be considered to be an original, but all of which together shall constitute one and the same instruments.

4.3 Electronic Signatures: This Lease may be executed with electronic copies of signatures which shall be binding upon the parties.

EXECUTED to be effective as of the date set forth above.

TOWN OF ERIE, LESSOR

By: _____

Title: _____

TOWN OF BERTHOUD, LESSEE

By: _____

Title: _____

Board of Trustees Information

Administration Department

Meeting Date:	**June 30, 2026**
Agenda Title/Subject:	**Agreement Regarding American Red Cross Shelter**
Type of Item:	**Consent Agenda**
Purpose:	**Town of Berthoud request for signatures**
Presented by:	

Attachments:

1. Premise Use Agreement Red Cross
2. Exhibit A - Opening-Closing Inspection form

Background:

The American National Red Cross is a non-profit corporation charted by the United States Congress, and provides services to individuals, families and communities when disasters occur. These funds are made possible by the American public, who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims.

This agreement between the Town and the Red Cross gives permission to periodically use and occupy the Recreation Center with approval on a temporary basis to conduct emergency, disaster-related activities, including without limitation using the Premises as a disaster shelter, to park vehicles, to store supplies, and as a service center for Red Cross operations, food service, client services, and volunteer intake.

Update/Next Steps:

Fiscal Impact and Fund Source:

There should not be any long-term fiscal impact on the Town budget. The town will be reimbursed for any damage, personnel, supplies, and utilities.

Community Touchstones:

Partnership and collaboration are essential to Berthoud's community identity. Through a shared commitment to public safety, education, and community service, this partnership will provide residents with valuable access to essential resources in the event of a disaster.

Recommended Action(s):

Approve the execution of a premises use agreement with American Red Cross,

authorizing permission to periodically use and occupy the Recreation Center upon prior written request by the Red Cross on a temporary bases to conduct emergency disaster-related activities including without limitation using the Recreation Center as a disaster shelter, to park vehicles, to store supplies, and as a service center for Red Cross operations, food service, client services, and volunteer intake.

PREMISES USE AGREEMENT

THIS PREMISES USE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2026 (the "Effective Date"), by and between the Town of Berthoud, Colorado, a Colorado municipal corporation, with an address of 807 Mountain Avenue, Berthoud, CO 80513 (the "Town"), and the American National Red Cross, a non-profit corporation chartered by the United States Congress with an address of 8550 Arlington Boulevard, Fairfax, VA 22031 ("Red Cross") (each a "Party" and collectively the "Parties").

WHEREAS, the Town owns the Berthoud Recreation Center at Waggener Farm Park located at 1000 N Berthoud Parkway, Berthoud, CO 80513 (the "Premises");

WHEREAS, Red Cross seeks to use and occupy the Premises on a temporary basis to conduct emergency, disaster-related activities; and

WHEREAS, the Town and Red Cross desire to enter into this Premises Use Agreement pursuant to the terms and conditions set forth herein.

I. USE OF THE PREMISES

A. Use of Premises. The Town grants Red Cross permission to periodically use and occupy the Premises, upon prior written request by Red Cross, on a temporary basis to conduct emergency, disaster-related activities, including without limitation using the Premises as a disaster shelter, to park vehicles, to store supplies, and as a service center for Red Cross operations, food service, client services, and volunteer intake.

B. Condition of Premises. The Town Administrator, or designee, and Red Cross Manager, or designee, shall jointly conduct a survey of the Premises before Red Cross's use, using the form attached hereto and incorporated herein as **Exhibit A** to record any existing damage or conditions of the Premises. When Red Cross vacates the Premises, its Manager and the Town Manager shall conduct a post-occupancy inventory of food and other supplies used during Red Cross's activities at the Premises and shall also conduct a post-occupancy inspection using the second page of the attached **Exhibit A** to record any damage or conditions of the Premises. The Town shall identify and secure all equipment that Red Cross shall not use.

C. Non-Exclusive Use. The Town may at any time allow use of the Premises or any part thereof as the Town may deem necessary, in its discretion, as long as such use does not interfere with Red Cross's use under this Agreement.

D. Security. Red Cross shall contact and coordinate with law enforcement and the Town Manager regarding any security or safety issues at the Premises.

E. Signage and Publicity. Red Cross may post temporary signs identifying the Premises as a Red Cross operations site in locations approved by the Town Manager. Red Cross shall remove such signs when Red Cross concludes its activities at the Premises. The Town shall not issue press releases or other publicity concerning Red Cross's activities at the Premises without first obtaining written consent from the Red Cross Manager. The Town shall refer all media questions about Red Cross activities to the Red Cross Manager.

F. Maintenance of Premises. Red Cross shall be responsible for clean-up following its use of the Premises and for maintaining the Premises reasonably clean and free of dirt, garbage and obstructions during its use. Red Cross shall pay for any direct costs it incurs for any maintenance, repair or clean-up of the Premises, except that the Town shall facilitate any routine custodial and sanitation services that it regularly employs at the Premises.

II. PETS ON PREMISES

A. Red Cross may allow its clients to keep pet animals, as defined in C.R.S. § 35-80-102(10) ("Pet Animals"), and service animals, as defined in the Americans with Disabilities Act, 28 C.F.R. § 36.104 ("Service Animals"), on the Premises, in the areas depicted in the attached **Exhibit B** (the "Pet Area").

B. In addition, Service Animals may be kept in the same area of the Premises as their owner.

C. Red Cross acting through the Animal Welfare Organization (AWO) designated by the Red Cross to provide care and/or support of the pets and service animals shall be responsible for sheltering, feeding, maintaining, and overseeing the welfare of the Pet Animals in compliance with all applicable laws and regulations, including without limitation state law and local ordinances regarding pet ownership and liability.

III. REIMBURSEMENT

A. Damage to Premises or Town Property. Red Cross shall reimburse the Town reasonable costs for any damage to the Premises or Town Property, reasonable wear and tear excepted, resulting from Red Cross's operations and use of the Premises at the actual cash value for replacement or repair. Red Cross is not responsible for storm damage or other damage caused by any natural disasters.

B. Personnel and Supplies. Red Cross shall reimburse the Town for reasonable costs associated with custodial and food service personnel and supplies which would not have been incurred but for Red Cross's use of the Premises. Red Cross shall reimburse the Town at a per-hour rate for wages actually incurred and will not reimburse for overtime or costs of salaried Town staff.

C. Utilities. Red Cross shall reimburse the Town for water, gas, electricity and waste disposal utility costs that would not have been incurred but for Red Cross's use of the Premises.

D. Reimbursement Invoices. The Town shall submit a request for reimbursement accompanied by a supporting invoice to Red Cross within 60 days after Red Cross vacates the Premises.

IV. TERM AND TERMINATION

A. Term. This Agreement shall commence on the Effective Date and automatically renew for year-long renewal periods unless earlier terminated as provided herein.

B. Termination. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement, with or without cause, by providing the other Party with 30 days' prior written notice.

C. Surrender. Upon the expiration or termination of this Agreement, Red Cross shall peaceably and quietly leave and surrender the Premises in the same condition as it existed on the Effective Date, subject to reasonable wear and tear.

V. INDEMNIFICATION

Red Cross agrees to indemnify and hold harmless the Town, its officers, employees and insurers, volunteers, representatives, attorneys, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the use of the Premises by Red Cross, unless caused by the negligence of the Town. This Article shall survive the expiration or termination of this Agreement.

VI. INSURANCE

A. Red Cross agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Red Cross pursuant to this Agreement. At a minimum, Red Cross shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts).. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Red Cross. Red Cross shall be solely responsible for any deductible losses under any policy.

Commented [TR1]: **Risk Management Note to Business unit:** Please ensure this is noted on the COI application so we know to note this on the COI.

C. Red Cross shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VII. MISCELLANEOUS

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail or recognized overnight delivery service that provides proof of delivery, to the party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.,* as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Premises Use Agreement as of the Effective Date.

TOWN OF BERTHOUD, COLORADO

_____
Will Karspeck, Mayor

ATTEST:

_____
Christian Samora, Town Clerk

THE AMERICAN NATIONAL RED CROSS

By: _____

STATE OF _____ COUNTY)
) ss.
OF .....)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _ day of _____, 2026, by _____, as _____ of the American National Red Cross.

My commission expires:

(SEAL)

_____
Notary Public

Facility/Shelter Opening and Closing Inspection Form

Disaster Cycle Services Job Tools
Logistics / Facilities

Name of Facility_____ **Address**_____

Name of Facility Representative_____ **Phone #**_____

Opening Inspection

Check yes, no, not applicable (NA) or unknown (U). Note specific areas needing correction and those responsible for making the the corrections in the "Comments" column. Take pictures of pre-existing damages and attach them to this document.

Yes	No	NA	U	Comments	Areas to Inspect
☐	☐	☐	☐		Are indoor and outdoor walking surfaces free of trip and fall hazards (e.g. uneven sidewalks, unprotected walkways, loose/missing tiles, wires, etc.)?
☐	☐	☐	☐		Are the routes to exits relatively straight and clear of obstructions (e.g. blocked, chained, obstructed)?
☐	☐	☐	☐		Are all emergency exits properly identified and secured, and there are at least two exits per floor?
☐	☐	☐	☐		Are illuminated exit and exit directional signs visible from all aisles?
☐	☐	☐	☐		Are all kitchen equipment and bathroom fixtures in working order?
☐	☐	☐	☐		Is there an emergency evacuation plan posted and an identified meeting place?
☐	☐	☐	☐		Are there guidelines for directing occupants to an identified assembly area away from the building once they reach the ground floor?
☐	☐	☐	☐		Are there any site specific hazards (e.g. hazardous chemicals and machinery)? If so, describe them.
☐	☐	☐	☐		Is the facility neat, clean and orderly?
☐	☐	☐	☐		Are the following utility systems in good working order: electricity, water, sewage system, HVAC?
☐	☐	☐	☐		Are fire extinguishers and smoke detectors present, inspected and properly serviced with current inspection tags?
☐	☐	☐	☐		If power fails, is automatic emergency lighting available for exit routes, stairs and restrooms?
☐	☐	☐	☐		Is there a back-up power source?
☐	☐	☐	☐		Are first aid kits readily available and fully stocked? Where are they located?
☐	☐	☐	☐		Will occupants of the building be notified that an emergency evacuation is necessary by a public address system or alarm?
☐	☐	☐	☐		Are floors and walls free of damage?
☐	☐	☐	☐		Is the parking area free of damage?
☐	☐	☐	☐		Are there accessible parking spaces?
☐	☐	☐	☐		Is there at least one entrance to the building accessible for people with mobility issues with signage identifying the location of the accessible entrance?
☐	☐	☐	☐		Is there at least one accessible restroom?
☐	☐	☐	☐		Are there routes without steps available to access service delivery areas, restrooms and showers? Can service be provided in an area that can be accessed by routes without steps?

Any damage or additional comments (attach additional pages if more room is needed):

_____

_____

_____

Date of Facility Opening Inspection: _____ **Start Date for American Red Cross Use of Facility:** _____

American Red Cross
Printed Name & Title_____ **Signature** _____ **Date**_____

Facility Rep/Operator
Printed Name & Title_____ **Signature** _____ **Date**_____

DIGITAL Signature. Each party agrees that either party's signature for this inspection by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this INSPECTION and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

American Red Cross

Facility/Shelter Opening and Closing Inspection Form

Disaster Cycle Services Job Tools
Logistics / Facilities

Name of Facility_____ Address_____

Name of Facility Representative_____ Phone #_____

Closing Inspection

Note specific areas needing correction due to Red Cross use of the facility and those responsible for making the the corrections below. Take pictures of all listed damages and attach them to this document.

Date of Facility Closing Inspection: _____ End date of American Red Cross use of Facility: _____

The Facility is being returned to the Owner in satisfactory condition less any damages noted above.

American Red Cross
Printed Name & Title_____ **Signature** _____ **Date**_____

Facility Rep/Operator
Printed Name & Title_____ **Signature** _____ **Date**_____

DIGITAL Signature. Each party agrees that either party's signature for this inspection by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this INSPECTION and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

Board of Trustees Information

Community Development Department

Meeting Date:	**June 30, 2026**
Agenda Title/Subject:	**Fee Forgiveness Request - Habitat for Humanity**
Type of Item:	**Consent Agenda**
Purpose:	**Request made by Berthoud Habitat for Humanity to waive certain building permit fees for a home located in Harvest 47 at 714 Remuda Road.**
Presented by:	**Anne Johnson**

Attachments:

1. 02 Fee Waiver Request 714 Remuda Rd
2. 03 Ordinance 1355 Promoting Home Ownership for Persons of Lower Income
3. 04 714 Remuda - All Fees
4. 05 714 Remuda - Habitat Only Fees
5. Affordability and Use Covenant_Deed Restriction
6. Right of Repurchase and Shared Appreciation Agreement

Background:

Habitat for Humanity, has provided a letter of request to waive certain building permit fees and the raw water SFE associated with a building permit 714 Remuda Road in the Harvest 47 Development.

On July 25, 2025, the Town Board of Trustees adopted Ordinance No. 1355 which expanded Ordinance 847 to promote home ownership for persons of lower income. This Ordinance gives the Board of Trustees the authority to waive any or all fees for a maximum of ten houses per year. Berthoud Habitat for Humanity, or other non-profit tax-exempt organizations comparable to Habitat for Humanity, may make application to the Board of Trustees for the waiver of a portion of, or all capital investment fees, raw water dedication fees, building permit fees, park development fees, park acquisition fees and other related fees collected by the Town. This is the first request received since Ordinance 1355 was adopted.

The home itself is being built by students in partnership with Thompson Valley High School's Geometry in Construction program. It will be moved to 1704 Remuda Road as soon as the site ire ready. The total estimated cost of all standard building permit fees is $34,132.72.

Past requests from Berthoud Habitat for Humanity have resulted in the Town Board waiving fees except for the water tap/plant investment fee ($6,900), ALFA Line Agreement fee ($550), and wastewater tap/plant investment fee ($5,995). Both water and wastewater enterprise funds have a substantial amount of debt, and any waiver of those charges would need to be backfilled by the general fund. SAFEBuilt has also agreed to waive its fees for their review.

The building permit fee is This reduction represents a total cost savings of $20,687.72. The final building permit fee will be $13,445 if the request is approved. Additionally, Operations has also agreed to waive the $25,000 SFE fee for water dedication.

Update/Next Steps:
If approved, the building permit can be issued on reviews are completed.

Fiscal Impact and Fund Source:
The Town's fiscal impact is a loss of permit fees inclusive of the fees paid to SAFEBuilt. Waived permit fees total $20,687.72. The SFE Fee to be waived is an additional $25,000. The positive impact to the community is the inclusion of a new owner-occupied home in Berthoud.

Community Touchstones:
Amendment of Ordinance 847 was a direct outcome of the Housing Needs Assessment/Housing Diversity Plan approved by the Trustees in April, 2025. Consideration of this request does support the Touchstones of Resilience, Sustainability and Community Identity. Availability of housing for residents is an important component of a balanced, resilient and sustainable local economy. All residents contribute to the identity a community attains and should represent a broad cross-section of the population.

Recommended Action(s):
Staff recommends approval of the request as the request aligns with Ordinance 1355.

Berthoud Habitat for Humanity®

PO Box 1227
Berthoud, CO 80513
(970)344-6457
www.berthoudhabitat.org

May 12, 2026

Dear Town of Berthoud Mayor & Board of Trustees,

On behalf of Berthoud Habitat for Humanity, we are respectfully requesting your consideration of waiving the fees associated with the building and construction of our next Habitat home, to be built within town limits per Ordinance #1355.

The address for said home is as follows:

- 714 Remuda Rd. – being built in partnership with the Geometry in Construction Class at Thompson Velley High School. The home will be placed in the new Harvest 47 subdivision, where we will have a total of nine (9) lots that were generously donated by Larry Bebo.

Our request to you is founded on the concept that the Town of Berthoud made the decision in 2003 to support affordable housing for low-income families by developing and passing Ordinance 847 which was expanded via the passing of Ordinance 1355 in July of 2025, which grants Berthoud Habitat for Humanity a waiver for building fees for up to ten (10) homes per year respectively.

The support that Berthoud Habitat for Humanity has received from the Mayor and Trustees to promote homeownership for low-income families in our community has made a significant difference in our work to date. The home at 714 Remuda Rd. will be our 27th home and marks an exciting milestone as our first build in the Harvest 47 subdivision.

Given the high cost of home building, the fee waiver support that the town provides is a critical component of our success in helping our low-income partner families purchase affordable homes with zero-interest mortgages.

We understand that per Berthoud's Ordinance #1355, the recipient's income must remain below the designated threshold. Accordingly, our current homeowners' gross income must fall within the 40% – 80% AMI range for Larimer County. We are committed to remaining diligent in adhering to this restriction and understand the importance of this requirement.

We are hopeful the Town of Berthoud will waive the requested fees for this home.

We appreciate your consideration of this request. Should you have any questions or concerns, please don't hesitate to contact me at (970) 413-0161.

Sincerely,



Bryant Robertson
Executive Director

TOWN OF BERTHOUD

ORDINANCE NO. 1355

AN ORDINANCE TO PROMOTE HOME OWNERSHIP FOR PERSONS OF LOWER INCOME IN THE TOWN OF BERTHOUD, LARIMER AND WELD COUNTIES BY EXPANDING ORDINANCE 847

WHEREAS, the Board of Trustees determined through the passage of Ordinance 847 on March 28, 2000 that it is necessary to preserve the economic diversity of the Berthoud community; and

WHEREAS, the Board of Trustees approved the Housing Diversity Plan through the passage of Resolution 07 (Series 2025) on April 22, 2025 which identified a short – term goal of amending Ordinance 847 to increase the number of permit waiver requests that can be considered each year; and

WHEREAS, the Board of Trustees discussed the financial impact to the Town by increasing the quantity of fee waivers to be considered each year at their meeting on June 10, 2025; and

WHEREAS, the Board of Trustees has determined that it is appropriate to consider the waiver of a portion of all of the fees collected by the Town of Berthoud for those non-profit and tax-exempt organizations which encourage or provide opportunities for home ownership to persons with lower incomes; and

WHEREAS, the Board of Trustees has determined that it is appropriate to consider the waiver of a portion of all fees collected by the Town of Berthoud for up to ten (10) residential dwelling units each year.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, COLORADO:

Section 1. Berthoud Habitat for Humanity, or other non-profit tax-exempt organizations comparable to Habitat for Humanity, may make application to the Board of Trustees for the waiver of a portion of, or all capital investment fees, raw water dedication fees, building permit fees, park development fees, park acquisition fees and other capital-related fees collected by the Town.

As a condition of the Town's waiver of these fees, the non-profit tax-exempt organization must contractually agree that, for a period of ten (10) years, the property will be owned and occupied by an individual or family which would be classified economically as low income. If, during this period, there is a transfer of the property or occupancy of the property to a person or persons who do not quality as low income, according to the Larimer County income guidelines, then the Town will be entitled to payment of the then current fees for a comparable dwelling unit.

The Town Board of Trustees will consider waiving these fees for a maximum of ten (10) dwelling units per year.

Section 2. Effective Date: The effective date of this ordinance shall be thirty (30) days after publication of this ordinance.

PASSED, ADOPTED, SIGNED, AND APPROVED this the 8th day of July, 2025.

TOWN OF BERTHOUD

By _____
William Karspeck, Mayor

ATTEST:

By: _____
Christian Samora, Town Clerk

INVOICE | Jun 3, 2026

Town of Berthoud

807 Mountain Avenue P.O. Box 1229, Berthoud, CO 80513

(970) 532-2643

26BER-00284 | New Single Family Detached

Fee Item	*Account Code*	*Assessed Date*	*Outstanding Balance*
1% Sales Tax 1998 - Valuation	502	06/03/2026	$1,630.00
1% Sales Tax 2019 - Valuation	520	06/03/2026	$1,630.00
2% Sales/Use Tax - Valuation	501	06/03/2026	$3,260.00
Admin Fee - $50	201	06/03/2026	$50.00
ALFA Line Fee (per unit)	2008	06/03/2026	$550.00
Building Residential - Valuation Permit Fee	201	06/03/2026	$2,609.00
Construction Water	301	06/03/2026	$25.00
Larimer County Tax 1.05% - Valuation	503	06/03/2026	$1,711.50
Meter Assembly Fee 3/4"	303	06/03/2026	$468.65
MS4 Permit-Berthoud Erosion Control Permit	201	06/03/2026	$50.00
Park Dedication Impact Fee	801	06/03/2026	$961.20
Park Development Impact Fee	802	06/03/2026	$3,844.80
Plan Review - 65% - Residential	201	06/03/2026	$1,695.85
Public Facilities Fee (Residential)	803	06/03/2026	$822.00
Raw Water System Investment	305	06/03/2026	$245.00
Residential Electrical - Fee SF Based	201	06/03/2026	$200.00
Residential Permanent Meter Inspection	201	06/03/2026	$85.00
Residential Temp Electrical Meter	201	06/03/2026	$85.00

INVOICE | Jun 3, 2026

Town of Berthoud

807 Mountain Avenue P.O. Box 1229, Berthoud, CO 80513

(970) 532-2643

26BER-00284 | New Single Family Detached

Sewer Service Line Fee	201	06/03/2026	$100.00
Storm Drainage Fee	310	06/03/2026	$1,014.72
Technology Fee - $50	201	06/03/2026	$50.00
Waste Water Plant Investment - Tap Size - 3/4 inch	307	06/03/2026	$5,995.00
Water Plant Investment - Tap Size - 3/4 inch	306	06/03/2026	$6,900.00
Water Service Line Fee	201	06/03/2026	$150.00
		Total Balance Due	$34,132.72

Application Info

Applicaton Date: 6/2/2026

Property Address	Property Owner	Property Owner Address	Valuation
714 REMUDA RD, BERTHOUD, CO 80513	BERTHOUD HABITAT FOR HUMANITY INC	585 1st St. PO Box 1227, Berthoud, CO 80513	$326,000.00

Description of Work

Construct foundation, transport home built by GIC program at TVHS and set on foundation. Complete construction on site.

INVOICE | Jun 3, 2026

Town of Berthoud

807 Mountain Avenue P.O. Box 1229, Berthoud, CO 80513

(970) 532-2643

26BER-00284 | New Single Family Detached

Fee Item	*Account Code*	*Assessed Date*	*Outstanding Balance*
ALFA Line Fee (per unit)	2008	06/03/2026	$550.00
Waste Water Plant Investment - Tap Size - 3/4 inch	307	06/03/2026	$5,995.00
Water Plant Investment - Tap Size - 3/4 inch	306	06/03/2026	$6,900.00
		Total Balance Due	$13,445.00

Application Info

Applicaton Date: 6/2/2026

Property Address	Property Owner	Property Owner Address	Valuation
714 REMUDA RD, BERTHOUD, CO 80513	BERTHOUD HABITAT FOR HUMANITY INC	585 1st St. PO Box 1227, Berthoud, CO 80513	$326,000.00

Description of Work

Construct foundation, transport home built by GIC program at TVHS and set on foundation. Complete construction on site.

AFTER RECORDING RETURN TO:
Berthoud Habitat for Humanity, Inc.
Attn: Executive Director
585 N 1st Street
Berthoud, CO 80513

HABITAT FOR HUMANITY AFFORDABILITY AND USE COVENANT

THIS AFFORDABILITY AND USE COVENANT ("Covenant") is made this 9th day of August 2024 by BERTHOUD HABITAT FOR HUMANITY, INC., a Colorado nonprofit corporation ("Habitat"), as fee simple owner of that certain property described as:

> Lot 17B, Block 1, Berthoud Habitat for Humanity Subdivision Replat No. 1, being a part of the southeast quarter (SE4) of section 11, township 4 north, range 69 west of the 6th P.M., Larimer County, State of Colorado, according to the plat thereof recorded April 9, 2019 at reception number 20190017611 of the records of the Larimer County Clerk & Recorder.
>
> Also known by address at 123 Main Street, Berthoud CO 80513 (the "Property").

Habitat subjects the Property to this Covenant for the purpose of ensuring that the Property remains affordable to all subsequent purchasers during the term of this Covenant.

NOW, THEREFORE, the following is established as a Covenant running with the land:

1. Use Restriction. During the Affordability Period, as defined below, the Property shall be used only to provide affordable housing to Eligible Beneficiaries at an Affordable Sales Price. The Property shall not be used for any purpose other than affordable housing.

2. Affordability Period. This Covenant shall encumber the Property, without regard to the term of any mortgage or any transfer of ownership, for a period of **thirty (30) years** following the date this Covenant is recorded. This period is the "Affordability Period".

3. Eligible Beneficiaries.

3.1. Initial Sale. Habitat will sell the Property to a person(s) for the use of providing affordable housing in the Berthoud community, and such person(s) shall be an Eligible Beneficiary. "Eligible Beneficiary" means a homebuyer whose family qualifies as a Low-Income Family at the time that Habitat determines that such person and family meets the definition of Eligible Beneficiary, and the housing must be the principal residence of the family throughout the Affordability Period. For purposes of this Covenant, "Low-Income Family" means a family whose annual incomes do not exceed

eighty percent (80%) of the median income for the area ("AMI"). In determining the income eligibility of the family, the income of all persons living in the housing must be included. Habitat shall have exclusive authority and discretion to determine whether a purchaser meets the definition of Eligible Beneficiary.

3.2. Resale. If the Property does not continue to be the principal residence of the initial purchaser for the duration of the Affordability Period, the Property shall be made available for subsequent purchase only to a purchaser that is an Eligible Beneficiary and who will use the Property as the family's principal residence. Habitat shall have exclusive authority and discretion to determine whether a purchaser meets the definition of Eligible Beneficiary, and the current owner of the Property shall have the obligation to seek approval from Habitat prior to sale.

4. Affordable Sales Price**.** If the housing does not continue to be the principal residence of the initial purchaser for the duration of the Affordability Period, the price at resale must ensure the original Property owner a 'fair return on investment' (including the owner's investment and any capital improvement) and ensure that the housing will remain affordable to a "reasonable range of low-income homebuyers." For purposes of this Covenant, "reasonable range of low-income homebuyers" and "fair return" shall have the meanings set forth in the State's Consolidated Plan promulgated pursuant to 24 C.F.R. Part 91, as the same may be amended.

5. Maximum Mortgage Payment**.** In order to ensure that the Property is affordable to a reasonable range of low-income homebuyers, the mortgage payment of the Eligible Beneficiary, including Principal, Interest, Taxes and Insurance (PITI), shall not exceed thirty percent (30%) of the gross income of the Eligible Beneficiary at the time the Eligible Beneficiary acquires the Property. This restriction shall apply to all subsequent re-sales of the Property made during the term of this Covenant. Eligible Beneficiaries shall not permit any additional liens or mortgages to be placed against the Property without the prior written consent of Berthoud Habitat for Humanity.

6. Re-Sale of the Property. Prior to selling the Property, owner shall notify Habitat, in writing, of their intent to sell the Property, at: Berthoud Habitat for Humanity 1776 N. 4th Street Berthoud Colorado 80513. Berthoud Habitat for Humanity shall determine if the proposed sale is in compliance with the requirements of this Covenant and shall assist owner in identifying eligible buyer(s). No sale may occur unless and until Habitat determines that the purchaser is an Eligible Beneficiary according to this Covenant and Habitat's program rules.

7. Principal Residence. The Property shall only be used as the owner's principal residence. The Property may not be used as rental housing.

8. Preserving Affordability. In order to preserve the affordability of the Property, Habitat may utilize a purchase option, right of first refusal or other preemptive right before foreclosure, or at the foreclosure sale to acquire the Property. In such case, the Property must be sold to a new eligible homebuyer in accordance with the requirements of 24 CFR 92.254, within a reasonable period of time. In the event a person or entity who is not eligible to own the Property acquires title to the Property, Habitat may, at its option, require owner to sell the Property to Habitat or to an Eligible Beneficiary at the Affordable Sales Price.

9. Enforcement. Habitat may take any and all legal action necessary to enforce the terms of this covenant and shall be entitled to any and all available remedies, including without limitation, specific performance and injunctive relief.

10. Compliance. Owner shall respond in a timely manner to Habitat's requests for information and cooperate with Habitat and/or Division of Housing requests for information and to conduct on-site inspections of the Property, as required by 24 CFR 92.504(d).

11. Binding Effect. All provisions of this Covenant, including the benefits and burdens, shall extend to and be binding upon the parties respective successors and assigns.

12. Release. Upon satisfaction of the terms of this Covenant and request of the owner, Habitat shall record a release of this Covenant.

BERTHOUD HABITAT FOR HUMANITY, INC.
a Colorado nonprofit corporation

_____
By: John Smith
Its: President

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on the 9th day of August 2024 by John Smith as President of Board of Directors of Berthoud Habitat for Humanity, Inc., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

AFTER RECORDING RETURN TO:
Berthoud Habitat for Humanity, Inc.
Attn: Executive Director
585 N 1st St
Berthoud, CO 80513

RIGHT OF REPURCHASE AND SHARED APPRECIATION AGREEMENT

This RIGHT OF REPURCHASE AND SHARED APPRECIATION AGREEMENT (this "Agreement") dated the 9th day of August 2025 ("Effective Date") is entered into by and between **JOHN SMITH**, a resident of the state of Colorado ("Owner"), whose address is 123 Main Street, Berthoud CO 80513, and **BERTHOUD HABITAT FOR HUMANITY, INC**., a Colorado non-profit corporation ("Habitat"), whose address is 585 N 1st Street, Berthoud, CO 80513.

RECITALS

A. Owner is the owner of the property with a street address of 123 Main Street, Berthoud CO 80513 (the "Property") and more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference.

B. Habitat is a nonprofit housing ministry whose primary mission is to provide decent, affordable homes for qualified families. Habitat provides affordable housing to chosen families on a nonprofit basis in order to provide families with financial stability and financial opportunity.

C. The provisions contained in this Agreement reflect Habitat's desire to be a good steward of the resources that have been donated to build Habitat homes while empowering Habitat homeowners economically.

D. Upon the Effective Date of this Agreement, Habitat has sold to Owner, and Owner has purchased from Habitat, the Property. The Property has been sold pursuant to Habitat's program requirements, which results in the sale of the Property at less than market value. This Agreement is a material consideration to Habitat's agreement to sell the Property to Owner under such terms.

E. This Agreement is intended to ensure that the Property remains affordable to Owner, Habitat, and any subsequent owner of the Property.

AGREEMENTS

NOW, THEREFORE, Owner hereby covenants to Habitat that the Property shall be subject to the terms and provisions contained in this Agreement set forth below:

1. Term. The term of this Agreement shall commence on the Effective Date and shall expire thirty (30) years later, unless sooner terminated as provided herein. Upon expiration of this Agreement, the provisions of this Agreement shall automatically become ineffective without the requirements for further action on the part of any party.

2. Right of Repurchase.

(a) Notification. If Owner desires to sell the Property during the term of this Agreement, Owner shall first notify Habitat in writing of such desire (the "Notification") and Habitat shall have the right, but not the obligation, to repurchase the Property pursuant to the terms of this Agreement (the "Repurchase Right"). Habitat shall notify Owner in writing of its decision to exercise or not exercise the Repurchase Right ("Purchase Notice") within ninety (90) days of receiving the Notification. If Habitat chooses not to exercise the Repurchase Right, Owner may sell the Property to a third party. However, the purchaser shall take the Property subject to this Agreement, and Habitat shall retain the Repurchase Right throughout the term of this Agreement. Any subsequent owner of the Property shall provide a Notification to Habitat prior to the sale of the Property to a subsequent owner, and Habitat shall have the right to exercise the Repurchase Right at that time. If Owner does not sell the Property to a third party prior to the one (1) year anniversary of the date of which the Notification was received by Habitat, Owner shall be required to send another Notification to Habitat prior to the completion of any such desired sale and Habitat shall once again be entitled to exercise the Repurchase Right pursuant to the terms of this Agreement.

(b) Closing. If the Repurchase Right is exercised by Habitat, closing ("Closing") shall take place within sixty (60) days of the date of Purchase Notice on a date and at a time and place reasonably determined by Habitat. At Closing, Owner shall execute a good and sufficient special warranty deed to the Property, free and clear of all liens, including without limitation of liens for installed special improvements and all taxes (except taxes for the year of closing), subject to exceptions noted in the title commitment and not objected to by Habitat, and subject to building and zoning regulations, and shall pay for the title insurance policy and all closing costs and expenses associated with closing the sale. General taxes for the year of Closing (based on the most recent mill levy and assessment), water and sewer charges, HOA dues, if any, and other normal and customary items shall be prorated as of the Closing date. Any local transfer tax shall be paid by Owner. Possession shall be delivered to Habitat at Closing, and if not so delivered, Owner shall be liable for daily rent in the amount of fifty ($50.00) per day.

(c) Purchase Price. If Habitat chooses to exercise its Repurchase Right, the amount Habitat shall pay to Owner at Closing shall be determined as follows.

i Years 1 through 5. If the Repurchase Right is exercised prior to the fifth (5^{th}) anniversary of the Effective Date of this Agreement, Habitat shall pay Owner an amount equal to the purchase price that Habitat sold the Property to Owner on the Effective Date of this Agreement ("Original Purchase Price"), less any principal payments made by Owner to Habitat or any other lender under a first priority loan secured by the Property. The purpose of this section is to ensure that Habitat is able

to repurchase the Property within the first five (5) years of the Effective Date without paying any premium for the increase in value to the Property, and thereby discourage the Owner from selling the Property within the first five (5) years.

ii Years 5 through 30. If the Repurchase Right is exercised after the fifth (5^{th}) anniversary but before the expiration of this Agreement, Habitat shall pay the Owner the Original Purchase Price, plus two percent (2%) of the Repurchase Equity Value multiplied by the number of years after the Effective Date of this Agreement. By way of example, Habitat shall pay Owner twelve percent (12%) of the Repurchase Equity Value in the sixth (6^{th}) year after the Effective Date, and fourteen percent (14%) of the Repurchase Equity Value in the seventh (7^{th}) year after the Effective Date.

iii "Repurchase Equity Value" shall mean an amount, as reasonably determined by Habitat, equal to fair market value of the Property as of the date of the Purchase Notice, reduced by (1) the Original Purchase Price, and (2) the value of any significant capital improvements made to the Property by the Owner (as reasonably determined by Habitat, and excluding items related to normal property upkeep and maintenance), and (3) all closing costs and expenses associated with Closing the repurchase by Habitat.

3. Appreciation Value. If Habitat chooses not to exercise its Repurchase Right and Owner conveys the Property to a third party by any means (including, but not limited to, any sale, foreclosure, or other transfer of title), the parties shall share any Appreciation Value (as defined below) of the Property in accordance with the terms of this section. Owner shall pay the Appreciation Value to Habitat at Closing, except that Owner shall be entitled to retain a portion of the Appreciation Value, as follows:

(a) If the sale of the Property occurs during prior to the fifth (5^{th}) anniversary of the Effective Date of this Agreement, Habitat shall receive one hundred percent (100%) of the Appreciation Value.

(b) If the sale of the Property occurs after the fifth (5^{th}) anniversary but before the expiration of this Agreement, the Owner shall receive two percent (2%) of the Appreciation Value multiplied by the number of years after the Effective Date of this Agreement. By way of example, the Owner shall receive twelve percent (12%) of the Appreciation Value in the sixth (6^{th}) year after the Effective Date, and fourteen percent (14%) of the Appreciation Value in the seventh (7^{th}) year after the Anniversary Date.

(c) If the sale of the Property occurs after the expiration of this Agreement, Owner shall retain one hundred percent (100%) of the Appreciation Value.

(d) "Appreciation Value" shall mean the actual final sale price of the Property to the third party, reduced by (1) the Original Purchase Price, and (2) the value of any significant capital improvements (as reasonably determined by Habitat) made to the Property by the

Owner (excluding items relating to normal property upkeep and maintenance), and (3) any financial concessions made by Owner to the purchaser.

4. Real Estate Broker Commissions. Habitat represents and warrants, and Owner acknowledges and agrees, that Habitat will not deal with any broker, finder, or agent who might be entitled to a commission on account of the sale of the property. Should Owner desire to use the services of a real estate broker it shall be at Owner's sole expense.

5. Specific Performance. It is agreed that the rights granted to Habitat hereunder are of a special and unique kind and character and that, if there is a breach by any Owner of any material provision of this Agreement, Habitat would not have an adequate remedy at law. Owner therefore agrees, on behalf of themselves and all subsequent owners of the Property, that Habitat's rights hereunder may be enforced by an action for specific performance and such other equitable relief as is provided under the laws of the State of Colorado.

6. Enforcement by Successor to Habitat. If Habitat should cease to be an operating entity, its successors and/or assigns shall have the rights to enforce the terms of this Agreement and shall have all the rights of Habitat. Habitat shall provide notice to Owner within sixty (60) days following any assignment of its rights and duties hereunder to a successor organization.

7. Miscellaneous.

(a) Covenant Running with the Land. This Agreement and all rights, obligations, and requirements stated herein, shall be a covenant running with the land, affecting the Property, for the duration of the term of this Agreement, unless sooner terminated by Habitat in its sole and absolute discretion. Such termination shall only occur, if at all, in writing executed and recorded by Habitat.

(b) Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts to be performed solely within such state. The District Court of the County of Larimer, State of Colorado, shall have exclusive jurisdiction, including in personam jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this Agreement.

(c) Modification, Waiver and Severability. This Agreement may not be modified or supplemented except by written instrument signed by Habitat and the current owner of the Property. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any other default or breach thereof or of any other agreement or provision herein contained. If any provision or portion of a provision of this Agreement is declared void and/or unenforceable, such provision or portion shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

(d) Attorneys Fees and Costs. In the event any suit or other action is commenced to construe or enforce any provision of this Agreement, the prevailing party shall be awarded reasonable attorneys fees and court costs, in addition to all other relief to which such party shall be entitled.

(e) WAIVER OF JURY TRIAL. AS A MATERIAL PART OF THE CONSIDERATION UNDER THIS AGREEMENT, THE PARTIES EACH WAIVE ALL RIGHTS TO A TRIAL BY JURY IF ANY LITIGATION ARISES OUT OF, WITH RESPECT TO, OR IN CONNECTION WITH THIS AGREEMENT.

(f) Voluntary Agreement. The Parties represent and warrant to each other that each has completely read and understood this Agreement, and that each is freely and voluntarily entering into this Right of Repurchase and Shared Appreciation agreement, uncoerced by any other person, and that each has been afforded the opportunity to obtain the advice of legal counsel of its choice with regard to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Ownership and Shared Appreciation Agreement on the day and year set opposite their respective signatures.

_____

By: John Smith

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on the 9th day of August 2025 by John Smith.

WITNESS my hand and official seal.

My commission expires:

_____

Notary Public

[Signatures continue on following page]

[Signatures continue from previous page]

BERTHOUD HABITAT FOR HUMANITY, INC.
a Colorado nonprofit corporation

_____
By: Hollis Hunt
Its: President

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on the 9th day of August 2024 by Hollis Hunt as President of Board of Directors of Berthoud Habitat for Humanity, Inc., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Lot 17B, Block 1, Berthoud Habitat for Humanity Subdivision Replat No. 1, being a part of the southeast quarter (SE4) of section 11, township 4 north, range 69 west of the 6th P.M., Larimer County, State of Colorado, according to the plat thereof recorded April 9, 2019 at reception number 20190017611 of the records of the Larimer County Clerk & Recorder.

HINKLE & COMPANY PC
Strategic Business Advisors

Honorable Mayor and Members of the Board of Trustees
Town of Berthoud, Colorado
Berthoud, Colorado

We have audited the financial statements of the Town of Berthoud, Colorado (the Town) as of and for the year ended December 31, 2025 and have issued our report thereon dated June 22, 2026. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under Generally Accepted Auditing Standards
As communicated in our engagement letter dated October 7, 2025, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Town solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We applied certain limited procedures to the required supplementary information (RSI). However, we did not audit the RSI and do not express an opinion or provide any assurance on the RSI. With respect to the supplementary information accompanying the financial statements, we performed procedures to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing the information has not changed from the prior year, and the information is appropriate and complete in relation to our audit of the financial statements.

Office Locations:
Colorado Springs, CO
Denver, CO
Frisco, CO
Tulsa, OK

Denver Office:
750 W. Hampden Avenue,
Suite 400
Englewood,
Colorado 80110
TEL: 303.796.1000
FAX: 303.796.1001
www.HinkleCPAs.com

Compliance with All Ethics Requirements Regarding Independence
The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Significant Accounting Policies
Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Town is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates
Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We evaluated the key factors and assumptions used to develop the significant estimates in determining that they are reasonable in relation to the financial statements as a whole.

Corrected and Uncorrected Misstatements
For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. We proposed no uncorrected adjustments to the financial statements as a result of our audit procedures.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. We proposed no adjustments to the financial statements as a result of our audit procedures.

Disagreements with Management
For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Difficulties Encountered in Performing the Audit
We encountered no difficulties dealing with management during the audit process.

Representations Requested from Management
We have requested certain written representations from management, which are included in a letter dated June 22, 2026.

Management Consultations with Other Independent Accountants
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Audit Issues
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to our retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and the responses were not a condition to our retention.

Conclusion
This report is intended solely for the information and use of the Board of Trustees and management of the Town of Berthoud, Colorado and is not intended to be, and should not be, used by anyone other than these specified parties.

Hinkle & Company, P.C.

Englewood, Colorado
June 22, 2026

Town of Berthoud, Colorado

Financial Statements
with Independent Auditor's Report

December 31, 2025

HINKLE & COMPANY PC
Strategic Business Advisors

Town of Berthoud, Colorado

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Town of Berthoud, Colorado

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HINKLE & COMPANY PC
Strategic Business Advisors

Independent Auditor's Report

Honorable Mayor and Members of the Board of Trustees
Town of Berthoud, Colorado
Berthoud, Colorado

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the business-type activities and each major fund of the Town of Berthoud, Colorado (the Town) as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and each major fund of the Town as of December 31, 2025, and the respective changes in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The Town's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The supplementary information and the local highway finance report listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling the information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Hinkle & Company, P.C.

Englewood, Colorado
June 22, 2026

Town of Berthoud, Colorado

Management's Discussion and Analysis
December 31, 2025

As the Management Team of the Town of Berthoud, we offer readers of the Town's financial statements this narrative overview of the financial activities of the Town of Berthoud for the year ending December 31, 2025. The Management Discussion and Analysis serves as an overall summary of the financial position of the Town through 2025.

Hinkle & Company, a firm of licensed, certified public accountants, has audited the Town's financial statements. The goal of the independent audit is to provide reasonable assurance that the financial statements of the Town for the fiscal year ending December 31, 2025, are free of material misstatement. The audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The auditor's report is presented at the end of the management discussion.

Financial Highlights

- The Town's net position is comprised of:
    - Net fund balances beginning 2025 $138,664,685
    - Net revenues for 2025 $ 50,949,770
    - Net expenditures for 2025 $ 43,089,740
    - Net fund balance end of 2025 $146,524,715
- The Town's net financial position increased by 5.668% in 2025.
- The Town's General Fund ending balance increased by $296,749 in 2025 which as increase of 1.12% from 2024.
- The primary sources of revenue for the Town are sales and property taxes, intergovernmental funding, impact fees, and charges for services.
- The Town continues to maintain a strong financial position.

Statement of Net Position

- The statement of net position presents information that includes all the Town's assets and liabilities and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as useful indicators of whether the financial position of the Town as a whole is improving or deteriorating. Evaluation of the overall health of the Town would extend to other non-financial factors such as diversification of taxpayer base of the condition of Town infrastructure, in addition to the financial information.
- Statement of Net Position:

	Governmental Activities	Business-Type Activities	Totals
Assets			
Cash and Investments	$ 57,581,274	$ 88,180,482	$ 145,761,756
Accounts Receivable	1,234,045	802,127	2,036,172
Taxes Receivable	1,141,252	-	1,141,252
Property Taxes Receivable	3,029,968	-	3,029,968
Restricted Cash	13,824	4,393	18,217
Prepaid Expenses	4,382	-	4,382
Capital Assets, *Not Being Depreciated*	17,733,779	57,233,957	74,967,736
Capital Assets, *Net of Accumulated Depreciation*	66,432,726	26,915,704	93,348,430
Total Assets	147,171,250	173,136,663	320,307,913
Liabilities			
Accounts Payable	438,734	1,042,097	1,480,831
Retainage Payable	86,176	40,552	126,728
Accrued Liabilities	314,612	21,755	336,367
Accrued Interest Payable	69,167	60,000	129,167
Noncurrent Liabilities			
Due Within One Year	452,056	709,973	1,162,029
Due in More Than One Year	20,905,358	5,766,334	26,671,692
Total Liabilities	22,266,103	7,640,711	29,906,814
Deferred Inflows of Resources			
Deferred Property Taxes	3,518,669	-	3,518,669
Deferred Inflows of Resources	3,518,669	-	3,518,669
Net Positions			
Net Investment in Capital Assets	65,645,329	77,673,392	143,318,721
Restricted for:			
Debt Service	-	6,495,717	6,495,717
Street Paving and Maintenance	6,838,009	-	6,838,009
Open Space and Parks	1,664,919	-	1,664,919
Emergencies	515,000	-	515,000
Unrestricted	46,723,221	81,326,843	128,050,064
Total Net Position	$ 121,386,478	$ 165,495,952	$ 286,882,430

Statement of Activities

- The statement of activities reports how the Town's net position changed during the most recent fiscal year. All revenues earned and expenses incurred during the year are included regardless of when cash is received or paid.

- Statement of Activities:

		Program Revenues			Net (Expense) Revenue and Change in Net Position		
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Totals
Primary Government							
Governmental Activities							
General Government	$ 4,079,845	$ 1,328,366	$ -	$ -	$ (2,751,479)	$ -	$ (2,751,479)
Public Safety	3,183,452	31,253	-	-	(3,152,199)	-	(3,152,199)
Public Works	3,889,504	375,222	615,406	312,475	(2,586,401)	-	(2,586,401)
Parks and Recreation	6,013,538	2,789,210	1,059,714	-	(2,164,614)	-	(2,164,614)
Planning	1,246,923	1,320,444	-	-	73,521	-	73,521
Transportation	255,559	80,465	-	-	(175,094)	-	(175,094)
Interest and Fiscal Charges	670,068	-	-	-	(670,068)	-	(670,068)
Total Governmental Activities	19,338,889	5,924,960	1,675,120	312,475	(11,426,334)	-	(11,426,334)
Business-Type Activities							
Water Utility	3,978,100	4,473,442	-	4,739,520	-	5,234,862	5,234,862
Wastewater Utility	4,178,541	4,332,114	-	968,101	-	1,121,674	1,121,674
Storm Water Utility	103,083	997,947	-	-	-	894,864	894,864
Total Business-Type	8,259,724	9,803,503	-	5,707,621	-	7,251,400	7,251,400
Total Primary Government	$ 27,598,613	$ 15,728,463	$ 1,675,120	$ 6,020,096	(11,426,334)	7,251,400	(4,174,934)
	General Revenues						
	Property Taxes				2,726,629	-	2,726,629
	Specific Ownership Taxes				292,326	-	292,326
	Sales and Use Taxes				14,105,090	-	14,105,090
	Occupation Taxes				6,569	-	6,569
	Franchise Taxes				102,296	-	102,296
	Lodging Taxes				5,224	-	5,224
	Grants and Contributions not Restricted to Specific Programs				179,456	-	179,456
	Investment Income				2,038,882	3,296,911	5,335,793
	Miscellaneous				739,793	9,584	749,377
	Transfers				540,500	(540,500)	-
	Total General Revenues and Transfers				20,736,765	2,765,995	23,502,760
	Change in Net Position				9,310,431	10,017,395	19,327,826
	Net Position, *Beginning of Year*				112,076,047	155,478,557	267,554,604
	Net Position, *End of Year*				$ 121,386,478	$ 165,495,952	$ 286,882,430

Fund Description:

- A fund is a group of related accounts used to maintain control over resources segregated for specific activities, objectives, or restrictions. The Town of Berthoud uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.
- Governmental funds are reported in the fund financial statements and encompass the same functions reported as governmental activities in the government-wide financial statements. The focus of the governmental fund, however, is very different. They report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They show the read whether there are more or fewer financial resource available at the end of the fiscal year that can be spend in the near future to finance government programs and objectives.
- Business type funds, also known as enterprise funds, incorporate funds that charge fees to cover the cost of the operations and improvements. These would include the water, wastewater, and stormwater funds.
- Capital assets include items such as infrastructure, parks, buildings, vehicles, equipment, land, and water rights.
- Debt
    - The Town has one outstanding bond, associated with the wastewater fund. The balance of the bond at fiscal year end was $4,925,000.
    - The Town has one Certificate of Participation, associated with the Recreation Center. The balance of the COP at fiscal year end was $18,435,000.

Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current year or soon enough thereafter to pay liabilities for the current year. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the current year.

Taxes, intergovernmental revenues, and interest associated with the current year are considered to be susceptible to accrual and so have been recognized as revenues of the current year. All other revenues are considered measurable and available only when cash is received by the Town.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Basic Financial Statements

Town of Berthoud, Colorado
Statement of Net Position
December 31, 2025

	Governmental Activities	Business-Type Activities	Totals
Assets			
Cash and Investments	$ 57,581,274	$ 88,180,482	$ 145,761,756
Accounts Receivable	1,234,045	802,127	2,036,172
Taxes Receivable	1,141,252	-	1,141,252
Property Taxes Receivable	3,029,968	-	3,029,968
Restricted Cash	13,824	4,393	18,217
Prepaid Expenses	4,382	-	4,382
Capital Assets, *Not Being Depreciated*	17,733,779	57,233,957	74,967,736
Capital Assets, *Net of Accumulated Depreciation*	66,432,726	26,915,704	93,348,430
Total Assets	147,171,250	173,136,663	320,307,913
Liabilities			
Accounts Payable	438,734	1,042,097	1,480,831
Retainage Payable	86,176	40,552	126,728
Accrued Liabilities	314,612	21,755	336,367
Accrued Interest Payable	69,167	60,000	129,167
Noncurrent Liabilities			
Due Within One Year	452,056	709,973	1,162,029
Due in More Than One Year	20,905,358	5,766,334	26,671,692
Total Liabilities	22,266,103	7,640,711	29,906,814
Deferred Inflows of Resources			
Deferred Property Taxes	3,518,669	-	3,518,669
Deferred Inflows of Resources	3,518,669	-	3,518,669
Net Positions			
Net Investment in Capital Assets	65,645,329	77,673,392	143,318,721
Restricted for:			
Debt Service	-	6,495,717	6,495,717
Street Paving and Maintenance	6,838,009	-	6,838,009
Open Space and Parks	1,664,919	-	1,664,919
Emergencies	515,000	-	515,000
Unrestricted	46,723,221	81,326,843	128,050,064
Total Net Position	$ 121,386,478	$ 165,495,952	$ 286,882,430

See Notes to the Financial Statements.

Town of Berthoud, Colorado
Statement of Activities
For the Year Ended December 31, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Change in Net Position: Governmental Activities	Net (Expense) Revenue and Change in Net Position: Business-type Activities	Net (Expense) Revenue and Change in Net Position: Totals
Primary Government							
Governmental Activities							
General Government	$ 4,079,845	$ 1,328,366	$ -	$ -	$ (2,751,479)	$ -	$ (2,751,479)
Public Safety	3,183,452	31,253	-	-	(3,152,199)	-	(3,152,199)
Public Works	3,889,504	375,222	615,406	312,475	(2,586,401)	-	(2,586,401)
Parks and Recreation	6,013,538	2,789,210	1,059,714	-	(2,164,614)	-	(2,164,614)
Planning	1,246,923	1,320,444	-	-	73,521	-	73,521
Transportation	255,559	80,465	-	-	(175,094)	-	(175,094)
Interest and Fiscal Charges	670,068	-	-	-	(670,068)	-	(670,068)
Total Governmental Activities	19,338,889	5,924,960	1,675,120	312,475	(11,426,334)	-	(11,426,334)
Business-Type Activities							
Water Utility	3,978,100	4,473,442	-	4,739,520	-	5,234,862	5,234,862
Wastewater Utility	4,178,541	4,332,114	-	968,101	-	1,121,674	1,121,674
Storm Water Utility	103,083	997,947	-	-	-	894,864	894,864
Total Business-Type	8,259,724	9,803,503	-	5,707,621	-	7,251,400	7,251,400
Total Primary Government	$ 27,598,613	$ 15,728,463	$ 1,675,120	$ 6,020,096	(11,426,334)	7,251,400	(4,174,934)
	General Revenues						
	Property Taxes				2,726,629	-	2,726,629
	Specific Ownership Taxes				292,326	-	292,326
	Sales and Use Taxes				14,105,090	-	14,105,090
	Occupation Taxes				6,569	-	6,569
	Franchise Taxes				102,296	-	102,296
	Lodging Taxes				5,224	-	5,224
	Grants and Contributions not Restricted to Specific Programs				179,456	-	179,456
	Investment Income				2,038,882	3,296,911	5,335,793
	Miscellaneous				739,793	9,584	749,377
	Transfers				540,500	(540,500)	-
	Total General Revenues and Transfers				20,736,765	2,765,995	23,502,760
	Change in Net Position				9,310,431	10,017,395	19,327,826
	Net Position, *Beginning of Year*				112,076,047	155,478,557	267,554,604
	Net Position, *End of Year*				$ 121,386,478	$ 165,495,952	$ 286,882,430

See Notes to the Financial Statements.

Town of Berthoud, Colorado
Balance Sheet
Governmental Funds
December 31, 2025

	General	1% Sales Tax	Park Development	2019 1% Sales Tax	Nonmajor Governmental Funds	Totals
Assets						
Cash and Investments	$ 26,594,138	$ 4,641,032	$ 2,564,202	$ 9,039,547	$ 14,756,179	$ 57,595,098
Accounts Receivable	1,182,533	-	-	-	51,512	1,234,045
Taxes Receivable	-	532,058	-	532,058	77,136	1,141,252
Property Taxes Receivable	3,029,968	-	-	-	-	3,029,968
Prepaid Expenditures	4,382	-	-	-	-	4,382
Total Assets	$ 30,811,021	$ 5,173,090	$ 2,564,202	$ 9,571,605	$ 14,884,827	$ 63,004,745
Liabilities						
Accounts Payable	$ 329,432	$ 28,160	$ 46,334	$ 14,385	$ 20,423	$ 438,734
Retainage Payable	-	-	-	-	86,176	86,176
Accrued Liabilities	271,724	-	-	27,056	15,832	314,612
Total Liabilities	601,156	28,160	46,334	41,441	122,431	839,522
Deferred Inflows of Resources						
Deferred Property Taxes	3,518,669	-	-	-	-	3,518,669
Deferred Inflows of Resources	3,518,669	-	-	-	-	3,518,669
Fund Balances						
Nonspendable						
Prepaid Expenditures	4,382	-	-	-	-	4,382
Restricted for:						
Street Paving and Maintenance	-	5,144,930	-	-	1,693,079	6,838,009
Open Space and Parks	-	-	-	-	1,664,919	1,664,919
Emergencies	515,000	-	-	-	-	515,000
Committed to:						
Capital Improvements	-	-	2,517,868	9,530,164	3,909,381	15,957,413
Assigned to:						
Cemetery	-	-	-	-	174,146	174,146
Transportation	-	-	-	-	1,693,079	1,693,079
Unrestricted, Unassigned	26,171,814	-	-	-	5,627,792	31,799,606
Total Fund Balances	26,691,196	5,144,930	2,517,868	9,530,164	14,762,396	58,646,554
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 30,811,021	$ 5,173,090	$ 2,564,202	$ 9,571,605	$ 14,884,827	$ 63,004,745

See Notes to the Financial Statements.

Town of Berthoud, Colorado
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
December 31, 2025

Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:

Total Fund Balances of Governmental Funds	$ 58,646,554
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in governmental funds.	84,166,505
Long-term liabilities and related items are not due and payable in the current year and, therefore, are not reported in governmental funds:	
Certificate of Participation	(18,435,000)
Certificate of Participation Premium	(2,511,641)
Accrued Interest Payable	(69,167)
Compensated Absences Payable	(410,773)
Total Net Position of Governmental Activities	$ 121,386,478

See Notes to the Financial Statements.

Town of Berthoud, Colorado
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2025

	General	1% Sales Tax	Park Development	2019 1% Sales Tax	Nonmajor Governmental Funds	Totals
Revenues						
Taxes	$ 9,910,452	$ 3,344,479	$ -	$ 3,369,972	$ 613,231	$ 17,238,134
Licenses and Permits	149,851	-	-	-	-	149,851
Intergovernmental	794,862	312,475	449,591	-	610,123	2,167,051
Charges for Services	2,491,019	-	550,919	1,924,709	777,209	5,743,856
Fines and Forfeitures	31,253	-	-	-	-	31,253
Investment Income	943,055	149,231	89,450	322,131	535,015	2,038,882
Miscellaneous	714,582	-	-	-	25,211	739,793
Total Revenues	15,035,074	3,806,185	1,089,960	5,616,812	2,560,789	28,108,820
Expenditures						
Current						
General Government	3,583,018	-	-	29,180	81,899	3,694,097
Public Safety	3,145,690	-	-	-	-	3,145,690
Public Works	1,598,681	-	-	-	360	1,599,041
Parks and Recreation	1,616,549	232,430	28,323	2,471,362	3,363,297	7,711,961
Planning	1,246,923	-	-	-	-	1,246,923
Transportation	-	-	-	-	255,559	255,559
Contributions	19,714	-	-	-	-	19,714
Capital Outlay	3,562,091	1,369,663	884,726	49,774	368,324	6,234,578
Debt Service						
Principal	-	-	-	395,000	-	395,000
Interest and Fees	-	-	-	753,200	-	753,200
Total Expenditures	14,772,666	1,602,093	913,049	3,698,516	4,069,439	25,055,763
Excess of Revenues Over (Under) Expenditures	262,408	2,204,092	176,911	1,918,296	(1,508,650)	3,053,057
Other Financing Sources (Uses)						
Proceeds From Loan	-	-	-	-	-	-
Transfers In	554,342	-	-	-	2,930,000	3,484,342
Transfers Out	(520,000)	(1,660,000)	-	-	(763,842)	(2,943,842)
Total Other Financing Sources (Uses)	34,342	(1,660,000)	-	-	2,166,158	540,500
Net Change in Fund Balances	296,750	544,092	176,911	1,918,296	657,508	3,593,557
Fund Balances, *Beginning of Year*	26,394,446	4,600,838	2,340,957	7,611,868	14,104,888	55,052,997
Fund Balances, *End of Year*	$ 26,691,196	$ 5,144,930	$ 2,517,868	$ 9,530,164	$ 14,762,396	$ 58,646,554

See Notes to the Financial Statements.

Town of Berthoud, Colorado

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Governmental Funds
For the Year Ended December 31, 2025

Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:

Net Change in Fund Balances of Governmental Funds	$	3,593,557
Capital outlays to purchase or construct capital assets are reported in governmental funds as expenditures. However, for governmental activities those costs are capitalized in the statement of net position and are allocated over their estimated useful lives as annual depreciation expense in the statement of activities.		
Capital Outlay		9,055,127
Depreciation Expense		(3,776,163)
Repayments of debt principal are expenditures in governmental funds, but the repayments reduce long-term liabilities in the statement of net position and do not affect the statement of activities.		
COP Payment		395,000
Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position and does not affect the statement of activities. This is the net effect of these differences in the treatment of long-term debt and related items.		
Amortization of COP Premiums		86,466
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Accrued Interest Payable		(3,334)
Compensated Absences Payable		(40,222)
Change in Net Position of Governmental Activities	$	9,310,431

See Notes to the Financial Statements.

Town of Berthoud, Colorado
Statement of Net Position
Proprietary Funds
December 31, 2025

	Water	Wastewater	(Nonmajor) Storm Water	Totals
Assets				
Current Assets				
Cash and Investments	$ 53,277,874	$ 25,572,413	$ 9,330,195	$ 88,180,482
Accounts Receivable	347,041	387,661	67,425	802,127
Restricted Cash	1,333	3,060	-	4,393
Total Current Assets	53,626,248	25,963,134	9,397,620	88,987,002
Noncurrent Assets				
Capital Assets, *Not Being Depreciated*	50,827,362	6,165,733	240,862	57,233,957
Capital Assets, *Net of Accumulated Depreciation*	11,714,868	13,563,610	1,637,226	26,915,704
Total Noncurrent Assets	62,542,230	19,729,343	1,878,088	84,149,661
Total Assets	116,168,478	45,692,477	11,275,708	173,136,663
Liabilities				
Current Liabilities				
Accounts Payable	47,531	889,309	105,257	1,042,097
Retainage Payable	-	40,552	-	40,552
Accrued Liabilities	15,290	6,465	-	21,755
Accrued Interest Payable	8,051	51,949	-	60,000
Current Portion of Noncurrent Liabilities				
Note Payable	59,973	-	-	59,973
Bonds Payable	-	650,000	-	650,000
Total Current Liabilities	130,845	1,638,275	105,257	1,874,377
Noncurrent Liabilities				
Compensated Absences	13,530	13,530	13,530	40,590
Note Payable	127,095	-	-	127,095
Bonds Payable	-	5,598,649	-	5,598,649
Total Noncurrent Liabilities	140,625	5,612,179	13,530	5,766,334
Total Liabilities	271,470	7,250,454	118,787	7,640,711
Net Position				
Net Investment in Capital Assets	61,773,050	7,330,409	1,637,226	70,740,685
Restricted for Debt Service	195,119	6,300,598	-	6,495,717
Unrestricted	53,928,839	24,811,016	9,519,695	88,259,550
Total Net Position	$ 115,897,008	$ 38,442,023	$ 11,156,921	$ 165,495,952

See Notes to the Financial Statements.

Town of Berthoud, Colorado
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended December 31, 2025

	Water	Wastewater	*(Nonmajor)* Storm Water	Totals
Operating Revenues				
Charges for Services	$ 4,473,442	$ 4,332,114	$ 997,947	$ 9,803,503
Grant Revenue	9,584	-	-	9,584
Total Operating Revenues	4,483,026	4,332,114	997,947	9,813,087
Operating Expenses				
Operations and Maintenance	3,356,738	2,200,014	(13,403)	5,543,349
Depreciation	613,858	834,635	116,486	1,564,979
Total Operating Expenses	3,970,596	3,034,649	103,083	7,108,328
Net Operating Income	512,430	1,297,465	894,864	2,704,759
Nonoperating Revenues (Expenses)				
Investment Income	1,916,659	1,032,133	348,119	3,296,911
Debt Interest and Fiscal Charges	(7,504)	(1,143,892)	-	(1,151,396)
Total Nonoperating Revenues (Expenses)	1,909,155	(111,759)	348,119	2,145,515
Net Income Before Capital Contributions and Transfers	2,421,585	1,185,706	1,242,983	4,850,274
Capital Contributions and Transfers				
Water Dedication Fees	3,697,620	-	-	3,697,620
System Investment Fees	1,041,900	968,101	-	2,010,001
Transfers In	484,371	3,568,946	-	4,053,317
Transfers Out	(774,371)	(3,808,946)	(10,500)	(4,593,817)
Change in Net Position	6,871,105	1,913,807	1,232,483	10,017,395
Net Position, *Beginning of Year*	109,025,903	36,528,216	9,924,438	155,478,557
Net Position, *End of Year*	$ 115,897,008	$ 38,442,023	$ 11,156,921	$ 165,495,952

See Notes to the Financial Statements.

Town of Berthoud, Colorado
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2025

	Water	Wastewater	*(Nonmajor)* Storm Water	Totals
Cash Flows From Operating Activities				
Cash Received from Customers	$ 4,498,197	$ 4,327,199	$ 996,317	$ 9,821,713
Cash Received from Others	9,584	-	-	9,584
Cash Payments to Employees	(552,481)	(227,357)	3,745	(776,093)
Cash Payments to Vendors and Suppliers	(2,785,022)	(1,193,724)	117,300	(3,861,446)
Net Cash Provided by Operating Activities	1,170,278	2,906,118	1,117,362	5,193,758
Cash Flows From Noncapital Financing Activities				
Transfers to Other Funds	(290,000)	(240,000)	(10,500)	(540,500)
Net Cash Used in Noncapital Financing Activities	(290,000)	(240,000)	(10,500)	(540,500)
Cash Flows From Capital and Related Financing Activities				
Purchases of Capital Assets	(1,283,198)	(4,462,789)	(867,978)	(6,613,965)
Water Dedication Fees Received	3,697,620	-	-	3,697,620
System Investment Fees Received	1,041,900	968,101	-	2,010,001
Debt Principal Payments	(57,666)	(666,851)	-	(724,517)
Debt Interest Payments	(9,789)	(1,159,524)	-	(1,169,313)
Net Cash Provided by (Used in) Capital and Related Financing Activities	3,388,867	(5,321,063)	(867,978)	(2,800,174)
Cash Flows From Investing Activities				
Interest Received	1,916,659	1,032,133	348,119	3,296,911
Net Increase In Cash	6,185,804	(1,622,812)	587,003	5,149,995
Cash, *Beginning of Year*	47,093,403	27,198,285	8,743,192	83,034,880
Cash, *End of Year*	$ 53,279,207	$ 25,575,473	$ 9,330,195	$ 88,184,875
Reconciliation of Net Operating Income to Net Cash Provided by (Used in) Operating Activities				
Net Operating Income	$ 512,430	$ 1,297,465	$ 894,864	$ 2,704,759
Adjustments to Reconcile Net Operating Income to Net Cash Provided by (Used in) Operating Activities				
Depreciation	613,858	834,635	116,486	1,564,979
Changes in Assets and Liabilities				
Accounts Receivable	24,755	(4,915)	(1,630)	18,210
Accounts Payable	8,744	730,413	103,421	842,578
Retainage Payable	-	40,552	-	40,552
Accrued Liabilities	6,270	3,747	-	10,017
Compensated Absences Payable	4,221	4,221	4,221	12,663
Net Cash Provided by (Used in) Operating Activities	$ 1,170,278	$ 2,906,118	$ 1,117,362	$ 5,193,758

See Notes to the Financial Statements.

Note 1: Summary of Significant Accounting Policies

The financial statements of the Town of Berthoud, Colorado (the Town) have been prepared in conformity with generally accepted accounting principles (GAAP) as applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Town's accounting policies are described below.

Reporting Entity

The financial reporting entity consists of the Town, organizations for which the Town is financially accountable and organizations that raise and hold economic resources for the direct benefit of the Town. All funds, organizations, institutions, agencies, departments, and offices that are not legally separate are part of the Town. Legally separate organizations for which the Town is financially accountable are considered part of the reporting entity. Financial accountability exists if the Town appoints a voting majority of the organization's governing board and is able to impose its will on the organization, or if there is a potential for the organization to provide benefits to, or impose financial burdens on, the Town.

Based on the application of this criteria, the Town does not include additional organizations in its reporting entity.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. Exceptions to this general rule are charges for interfund services that are reasonably equivalent to the services provided. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*. Internally dedicated resources are reported as general revenues rather than as program revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual funds are reported as separate columns in the fund financial statements.

Note 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current year or soon enough thereafter to pay liabilities of the current year. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current year.

Taxes, intergovernmental revenues, and interest associated with the current year are considered to be susceptible to accrual and so have been recognized as revenues of the current year. All other revenues are considered measurable and available only when cash is received by the Town.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a fund's principal ongoing operations. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for a specific use, it is the Town's practice to use restricted resources first, then unrestricted resources as they are needed.

In the fund financial statements, the Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those accounted for in another fund.

The *1% Sales Tax Fund* accounts for 1% sales and use tax restricted by election to maintain streets, purchase land and construct a recreation center, purchase open space, and operate and maintain the Berthoud Public Library and the Berthoud Area Transportation System.

The *Park Development Fund* accounts for park development investment fee collected from development in the Town.

Note 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

The *2019 1% Sales Tax Fund* accounts for 1% sales and use tax restricted by election to use solely for parks and recreation purposes including, finance recreation improvements, funding parks and recreation.

In addition, the Town reports the following major proprietary funds:

The *Water Fund* accounts for the financial activities associated with the provision of water services to the Town residents.

The *Wastewater Fund* accounts for the financial activities associated with the operation and maintenance of the sewer system.

Assets, Liabilities and Net Position/Fund Balances

Cash Equivalents - For purposes of the statement of cash flows, cash equivalents include investment with original maturities of three months or less.

Receivables - Receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

Prepaid Expenses - Certain payments to vendors reflect costs applicable to future years and are reported as prepaid expenses using the consumption method.

Capital Assets - Capital assets, which include land, buildings, utility systems, equipment, and all infrastructure owned by the Town, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and the proprietary funds in the fund financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the acquisition value on the date of donation. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives.

Buildings, Improvements and Plants	10 - 50 years
Collection and Distribution Systems	5 - 50 years
Infrastructure	15 - 40 years
Vehicles and Equipment	5 - 20 years

Deferred Inflows of Resources - Property taxes earned but are levied for a subsequent year are reported as deferred inflows of resources in the financial statements.

Note 1: Summary of Significant Accounting Policies (Continued)

Assets, Liabilities and Net Position/Fund Balances *(Continued)*

Compensated Absences - Employees of the Town are allowed to accumulate unused vacation and sick leave up to a maximum based on years of service. Upon termination of employment from the Town, employees with at least ten years of service will be paid for one-third of their accumulated sick leave up to a maximum of 320 hours, and for all accumulated vacation leave up to a maximum of 240 hours, at their current pay rate.

A liability for these compensated absences is reported when earned in the proprietary funds and when due in the governmental funds. A long-term liability has been reported in the government-wide financial statement for the accrued compensated absences.

Long-Term Debt - In the government-wide financial statements and the proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Debt premiums, discounts and accounting losses resulting from debt refunding's are deferred and amortized over the life of the debt using the straight-line method. In the governmental fund financial statements, the face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses.

Debt issuance costs, whether or not withheld from the debt proceeds, are reported as current expenses or expenditures.

Net Position/Fund Balances - In the government-wide and fund financial statements, net position and fund balances are restricted when constraints placed on the use of resources are externally imposed. In the fund financial statements, governmental funds report committed fund balances when the Board of Trustees approves an ordinance that places constraints on the use of resources for a specific purpose. Assigned fund balances arise from an informal action of the Board of Trustees.

The Town has not established a formal policy for its use of restricted and unrestricted fund balances. However, if both restricted and unrestricted fund balances are available for a specific purpose, the Town uses restricted fund balances first, followed by committed, assigned, and unassigned balances.

Property Taxes

Property taxes attach as an enforceable lien on property on January 1, are levied the following December, and collected in the subsequent calendar year. Taxes are payable in full on April 30 or in two installments on February 28 and June 15. The County Treasurer's Office collects property taxes and remits to the Town on a monthly basis. Since property tax revenues are collected in arrears during the succeeding year, receivables and corresponding deferred inflows of resources are reported at year end.

Note 1: Summary of Significant Accounting Policies (Continued)

Subsequent Event

We have evaluated subsequent events through June 22, 2026. The date the financial statements were available to be issued.

Note 2: Cash and Investments

A summary of cash at December 31, 2025, follows:

	Total
Petty Cash	$ 1,200
Deposits	136,482,289
Investments	9,296,484
Total	$ 145,779,973

Cash is reported in the financial statements as follows:

	Total
Cash	$ 145,761,756
Restricted Cash	18,217
Total	$ 145,779,973

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires all local government entities to deposit cash in eligible public depositories. Eligibility is determined by State regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. The PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. At December 31, 2025, the Town had bank deposits of $138,674,342 collateralized with securities held by the financial institution's agent but not in the Town's name.

Investments

The Town is required to comply with State statutes which specify investment instruments meeting defined rating, maturity, and concentration risk criteria in which the Town may invest, which include the following. State statutes do not address custodial risk.

- Obligations of the United States and certain U.S. Agency securities
- Certain international agency securities

Note 2: Cash and Investments (Continued)

Investments *(Continued)*

- General obligation and revenue bonds of U.S. local government entities
- Bankers' acceptances of certain banks
- Commercial paper
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts (GICs)

Interest Rate Risk - State statutes generally limit the maturity of investment securities to five years from the date of purchase unless the governing board authorizes the investment for a period in excess of five years.

Credit Risk - State statutes limit certain investments to those with specified ratings from nationally recognized statistical rating organizations, depending on the type of investment.

Concentration of Credit Risk - State statutes do not limit the amount the Town may invest in one issuer of investment securities, except for corporate securities.

Local Government Investment Pools - At December 31, 2025, the Town had $9,296,484 invested in the Colorado Surplus Asset Fund Trust (CSAFE). The pool is an investment vehicle established for local government entities in Colorado to pool surplus funds. The Colorado Division of Securities administers and enforces the requirements of creating and operating the pools. The pools operate in conformity with the Securities and Exchange Commission's Rule 2a-7. The pool is measured at the net asset value per share, with each share valued at $1. The pool is rated AAAm by Standard and Poor's. Investments of the pool are limited to those allowed by State statutes. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. The custodian's internal records identify the investments owned by the participating governments.

Restricted Cash and Investments

At December 31, 2025, the Town reported restricted cash of $1,333 and $3,060 in the Water and Wastewater Funds, respectively. The restricted cash represents contributions from developers for the construction of water and wastewater infrastructure along Interstate 25.

At December 31, 2025, the Town reported restricted cash of $9,039,547 in its 2019 1% Sales Tax fund. The restricted cash represents cash restricted to usage related to the Town's Certificate of Participation to construct a recreation center and associated park and trail improvements.

Note 3: Capital Assets

Capital asset activity for the year ended December 31, 2025, is summarized below.

Governmental Activities	Balance 12/31/24	Additions	Transfers	Deletions	Balance 12/31/25
Capital Assets, *Not Being Depreciated*					
Land	$ 9,652,391	$ 2,517,936	$ -	$ -	$ 12,170,327
Construction in Progress	10,396,501	6,347,724	(11,180,773)	-	5,563,452
Total Capital Assets, *Not Being Depreciated*	20,048,892	8,865,660	(11,180,773)	-	17,733,779
Capital Assets, *Being Depreciated*					
Buildings and Improvements	47,605,559	-	8,752,272	(478,757)	55,879,074
Infrastructure	22,943,071	-	2,428,501	(27,450)	25,344,122
Vehicles and Equipment	5,475,837	189,467	-	-	5,665,304
Total Capital Assets, *Being Depreciated*	76,024,467	189,467	11,180,773	(506,207)	86,888,500
Less Accumulated Depreciation					
Buildings and Improvements	(6,143,265)	(2,287,986)	-	478,757	(7,952,494)
Infrastructure	(6,827,936)	(1,037,005)	-	27,450	(7,837,491)
Vehicles and Equipment	(4,214,617)	(451,172)	-	-	(4,665,789)
Total Accumulated Depreciation	(17,185,818)	(3,776,163)	-	506,207	(20,455,774)
Total Capital Assets, *Being Depreciated, net*	58,838,649	(3,586,696)	11,180,773	-	66,432,726
Governmental Activities Capital Assets, *net*	$ 78,887,541	$ 5,278,964	$ -	$ -	$ 84,166,505

Business-Type Activities	Balance 12/31/24	Additions	Transfers	Deletions	Balance 12/31/25
Capital Assets, *Not Being Depreciated*					
Land	$ 2,437,542	$ -	$ -	$ -	$ 2,437,542
Water Rights	46,055,126	761,810	-	-	46,816,936
Drainage System	1,046,772	-	-	-	1,046,772
Construction in Progress	2,421,370	4,527,938	-	(16,601)	6,932,707
Total Capital Assets, *Not Being Depreciated*	51,960,810	5,289,748	-	(16,601)	57,233,957
Capital Assets, Being Depreciated					
Buildings and Plants	28,268,901	359,158	-	-	28,628,059
Collection and Distribution Systems	20,404,936	127,843	-	-	20,532,779
Drainage Systems	2,211,087	691,587	-	-	2,902,674
Equipment	2,130,987	162,230	-	-	2,293,217
Total Capital Assets, *Being Depreciated*	53,015,911	1,340,818	-	-	54,356,729
Less Accumulated Depreciation					
Buildings and Plants	(13,018,036)	(754,268)	-	-	(13,772,304)
Collection and Distribution Systems	(9,728,837)	(648,524)	-	-	(10,377,361)
Drainage Systems	(1,398,994)	(68,914)	-	-	(1,467,908)
Equipment	(1,730,179)	(93,273)	-	-	(1,823,452)
Total Accumulated Depreciation	(25,876,046)	(1,564,979)	-	-	(27,441,025)
Total Capital Assets, *Being Depreciated, net*	27,139,865	(224,161)	-	-	26,915,704
Business - Type Activities Capital Assets, *net*	$ 79,100,675	$ 5,065,587	$ -	$ (16,601)	$ 84,149,661

Note 3: Capital Assets (Continued)

Depreciation expense was charged to programs of the Town as follows:

Governmental Activities	Total
General Government	$ 377,616
Public Safety	37,762
Public Works	2,492,268
Parks and Recreation	868,517
Total	$ 3,776,163

Note 4: Long-Term Debt

Governmental Activities

Following is a summary of long-term debt transactions of the governmental activities for the year ended December 31, 2025:

	Balance 12/31/24	Additions	Payments	Balance 12/31/25	Due Within One Year
2020 Certificate of Participation	$ 18,830,000	$ -	$ (395,000)	$ 18,435,000	$ 415,000
2020 COP Premium	2,598,107	-	(86,466)	2,511,641	-
Compensated Absences	370,551	77,278	(37,056)	410,773	37,056
Total	$ 21,798,658	$ 77,278	$ (518,522)	$ 21,357,414	$ 452,056

During 2020, the Town entered $20,715,000 Certificate of Participation to construct recreation center and associated park and trail improvements. Interest payments are due semi-annually on May 15 and November 15, with interest accruing at rate of 4%. Principal payments are due annually on November 15, through 2049.

Annual debt service requirements for the outstanding Certificate of Participation at December 31, 2025, were as follows:

Year Ended December 31,	Principal	Interest	Total
2026	$ 415,000	$ 737,400	$ 1,152,400
2027	435,000	720,800	1,155,800
2028	460,000	703,400	1,163,400
2029	485,000	685,000	1,170,000
2030-2034	2,820,000	3,113,400	5,933,400
2035-2039	3,590,000	2,227,400	5,817,400
2040-2044	4,540,000	1,699,800	6,239,800
2045-2049	5,690,000	703,000	6,393,000
2050	-	-	-
Total	$ 18,435,000	$ 10,590,200	$ 29,025,200

Compensated absences are expected to be liquidated primarily with revenues of the General and Berthoud Area Transportation Funds.

Note 4: Long-Term Debt (Continued)

Business-Type Activities

Following are the changes in long-term debt of the business-type activities for the year ended December 31, 2025:

	Balance 12/31/24	Additions	Payments	Balance 12/31/25	Due Within One Year
2012 Wastewater Refunding Bonds	$ 6,790,000	$ -	$ (615,000)	$ 6,175,000	$ 650,000
Premium	125,500	-	(51,851)	73,649	-
Note Payable	244,734	-	(57,666)	187,068	59,973
Compensated Absences	27,927	12,663	-	40,590	-
Total	$ 7,188,161	$ 12,663	$ (724,517)	$ 6,476,307	$ 709,973

During 2012, the Town issued $9,485,000 Wastewater Revenue Refunding and Improvement Bonds to refund the outstanding 2002 and 2004 Colorado Water Resources and Power Development Authority loans and to finance the expansion and upgrade of the wastewater treatment plant. Interest payments are due semi-annually on October 15 and April 15, with interest accruing at rates ranging from 3% to 5%. Principal payments are due annually on October 15, through 2032.

Annual debt service requirements for the outstanding bonds at December 31, 2025, were as follows.

Year Ended December 31,	Principal	Interest	Total
2026	$ 650,000	$ 260,350	$ 910,350
2027	685,000	227,850	912,850
2028	715,000	193,600	908,600
2029	745,000	165,000	910,000
2030-2032	3,380,000	311,400	3,691,400
Total	$ 6,175,000	$ 1,158,200	$ 7,333,200

During 2013, the Town entered into an agreement to purchase water rights as part of a contract to buy and sell real estate with a local property owner. The purchase of the water rights will be financed by the seller. Principal and interest payments are due annually each April 1, through 2028, with interest accruing at 4% per annum.

Note 4: Long-Term Debt (Continued)

Business-Type Activities *(Continued)*

Following is a summary of debt service requirements under the agreement.

Year Ended December 31,	Principal	Interest	Total
2026	$ 59,973	$ 7,483	$ 67,456
2027	62,372	5,084	67,456
2028	64,723	2,589	67,312
Total	$ 187,068	$ 15,156	$ 202,224

Note 5: Interfund Transactions

Interfund transfers for the year ended December 31, 2025, were comprised of the following:

Transfers In	Transfers Out	Amount
Recreation Center Fund	General Fund	$ 46,710
General Fund	Road Impact Fund	21,590
General Fund	Water Fund	220,500
General Fund	Storm Water Fund	10,500
General Fund	Wastewater Fund	255,042
Water Capital Fund	Water Operations Fund	-
Conservation Trust Fund	General Fund	500,000
Larimer County Open Space Fund	1% Sales Tax Fund	1,560,000
Larimer County Open Space Fund	Park Dedication Fund	750,000
Cemetery Fund	General Fund	20,000
Berthoud Area Transportation Fund	1% Sales Tax Fund	100,000
Total		$ 3,484,342

The Road Impact, Water, Wastewater, Storm Water, and Berthoud Area Transportation Funds reimbursed the General Fund for services provided, including administration, payroll, and billing. The Open Space Fund, 1% sales Tax Fund, Park Development Fund, and Larimer County Open Space Fund are for contribution of Recreation Center Project. 1% Sales Tax Fund contributed to the maintenance and operations of the Berthoud Area Transportation System as allowed by the election that authorized the 1% sales tax. Transfers from the General Fund to the Conservation Trust Fund were used for tools and pond maintenance. General Fund transferred to Cemetery Fund to cover expenses.

Note 6: Risk Management

Public Entity Risk Pool

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. For these risks of loss, the Town participates in the Colorado Intergovernmental Risk Sharing Agency (CIRSA), a separate and independent governmental and legal entity formed by intergovernmental agreement by member municipalities pursuant to the provisions of 24-10-115.5, Colorado Revised Statutes, and the Colorado Constitution, Article XIV, Section 18(2).

The purposes of CIRSA are to provide members with defined liability, property, and workers compensation coverages and to assist members to prevent and reduce losses and injuries to municipal property and to persons or property which might result in claims being made against members of CIRSA, their employees and officers.

It is the intent of the members of CIRSA to create an entity in perpetuity which will administer and use funds contributed by the members to defend and indemnify, in accordance with the bylaws, any member of CIRSA against stated liability of loss, to the limit of the financial resources of CIRSA. It is also the intent of the members to have CIRSA provide continuing stability and availability of needed coverages at reasonable costs. All income and assets of CIRSA shall be at all times dedicated to the exclusive benefit of its members.

Note 7: Retirement Commitments

Defined Contribution Money Purchase Pension Plan

The Town contributes to a single-employer defined contribution money purchase pension plan on behalf of its employees. The Plan is administered by the International City/County Management Association (ICMA). All employees are eligible to participate in the Plan after one full year of employment. The Town is required to contribute 5% of each participating employee's compensation. No employee contributions are required. Employees become vested in the Town's contributions at 20% annually after one year of employment. Participants become fully vested after five years of service. The contribution requirements of the Town and eligible employees are established and may be amended by the Board of Trustees.

For the year ended December 31, 2025, the Town contributed $220,895 to the Plan, equal to the required contributions. All Plan assets are held and managed by ICMA.

Note 8: Commitments and Contingencies

Litigation

The Town is from time to time involved in various threatened and pending litigation. However, the outcome of this litigation cannot be determined at this time.

Note 8: Commitments and Contingencies (Continued)

TABOR Amendment

In November 1992, Colorado voters passed the TABOR Amendment to the State Constitution which limits state and local government taxing powers and imposes spending limitations. The Town is subject to the TABOR Amendment. Fiscal year 1992 provides the basis for limits in future years, to which may be applied allowable increases for inflation and property valuation. Revenue received in excess of the limitations may be required to be refunded unless the Town's electorate vote to retain the revenue. The TABOR Amendment is subject to many interpretations, but the Town believes it is in substantial compliance with the Amendment.

In November 1994, voters permitted the Town, without increasing or adding any taxes of any kind, to collect, retain or expend revenues generated from all sources during 1994 and each subsequent year for trails, parks, and open space, storm water facilities and drainage, street, curb and sidewalk construction, repair and maintenance, police services, and for other basic municipal services and lawful purposes, without limitation.

The Town has established an emergency reserve, representing 3% of qualifying expenditures, as required by the Amendment. At December 31, 2025, the emergency reserve was reported as restricted fund balance in the General Fund, in the amount of $515,000.

Required Supplementary Information

Town of Berthoud, Colorado
Budgetary Comparison Schedule
General Fund
For the Year Ended December 31, 2025

Revenues	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Taxes				
Property Taxes	$ 2,739,881	$ 2,739,881	$ 2,726,629	$ (13,252)
Specific Ownership Taxes	304,500	304,500	292,326	(12,174)
Sales and Use Taxes	6,136,750	6,136,750	6,777,408	640,658
Occupation Taxes	10,500	10,500	6,569	(3,931)
Franchise Taxes	94,500	94,500	102,296	7,796
Lodging Taxes	600	600	5,224	4,624
Total Taxes	9,286,731	9,286,731	9,910,452	623,721
Licenses and Permits				
Passports	57,750	57,750	42,781	(14,969)
Liquor Licenses	105,000	105,000	94,710	(10,290)
Medical Marijuana Licenses	12,600	12,600	10,510	(2,090)
Animal Licenses	1,890	1,890	1,850	(40)
Total Licenses and Permits	177,240	177,240	149,851	(27,389)
Intergovernmental				
Grants	596,820	596,820	771,313	174,493
Utility Road Cut Permit	18,000	18,000	23,549	5,549
Total Intergovernmental	614,820	614,820	794,862	180,042
Charges for Services				
Development Review Fees & Application Fees	206,300	206,300	357,265	150,965
Building and Plan Check Fees	800,000	800,000	963,179	163,179
Recreation Fees	-	-	207,122	207,122
Municipal Fees	630,000	630,000	656,930	26,930
Other Charges for Services	318,940	318,940	306,523	(12,417)
Total Charges for Services	1,955,240	1,955,240	2,491,019	535,779
Fines and Forfeitures	34,075	34,075	31,253	(2,822)
Investment Income	500,000	500,000	943,055	443,055
Miscellaneous	82,584	82,584	714,582	631,998
Total Revenues	$ 12,650,690	$ 12,650,690	$ 15,035,074	$ 2,384,384

(Continued)

Town of Berthoud, Colorado
Budgetary Comparison Schedule
General Fund
For the Year Ended December 31, 2025
(Continued)

Expenditures	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Current				
General Government	$ 4,314,453	$ 4,403,453	$ 3,583,018	$ 820,435
Public Safety	3,254,895	3,254,895	3,145,690	109,205
Public Works	3,241,751	3,315,351	1,598,681	1,716,670
Parks and Recreation	1,873,036	1,873,036	1,616,549	256,487
Planning	1,234,435	1,234,435	1,246,923	(12,488)
Transportation	-	-	-	-
Contributions	15,400	30,400	19,714	10,686
Capital Outlay	4,715,000	5,153,500	3,562,091	1,591,409
Total Expenditures	18,648,970	19,265,070	14,772,666	4,492,404
Excess of Revenues Over (Under) Expenditures	(5,998,280)	(6,614,380)	262,408	6,876,788
Other Financing Sources (Uses)				
Transfers In	562,798	562,798	554,342	(8,456)
Transfers Out	(520,000)	(520,000)	(520,000)	-
Total Other Financing Sources (Uses)	42,798	42,798	34,342	(8,456)
Net Change in Fund Balance	(5,955,482)	(6,571,582)	296,750	6,868,332
Fund Balance, *Beginning of Year*	26,394,446	26,394,446	26,394,446	-
Fund Balance, *End of Year*	$ 20,438,964	$ 19,822,864	$ 26,691,196	$ 6,868,332

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
1% Sales Tax Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Sales Tax	$ 3,010,625	$ 3,010,625	$ 3,344,479	$ 333,854
Grant Revenue	-	-	312,475	312,475
Investment Income	80,000	80,000	149,231	69,231
Total Revenues	3,090,625	3,090,625	3,806,185	715,560
Expenditures				
Park and Recreation	2,501,200	2,501,200	232,430	2,268,770
Capital Outlay	1,650,000	2,033,700	1,369,663	664,037
Total Expenditures	4,151,200	4,534,900	1,602,093	2,932,807
Excess Revenues Over (Under) Expenditures	(1,060,575)	(1,444,275)	2,204,092	3,648,367
Other Financing Sources (Uses)				
Transfers In	-	-	-	-
Transfers Out	(1,660,000)	(1,660,000)	(1,660,000)	-
Net Changes in Fund Balance	(2,720,575)	(3,104,275)	544,092	3,648,367
Fund Balance, *Beginning of Year*	4,600,838	4,600,838	4,600,838	-
Fund Balance, *End of Year*	$ 1,880,263	$ 1,496,563	$ 5,144,930	$ 3,648,367

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Park Development Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Charges for Services	$ 961,000	$ 961,000	$ 550,919	$ (410,081)
Grant Revenue	500,000	500,000	449,591	(50,409)
Investment Income	50,000	50,000	89,450	39,450
Total Revenues	1,511,000	1,511,000	1,089,960	(421,040)
Expenditures				
Parks and Recreation	60,000	210,000	28,323	181,677
Capital Outlay	2,205,000	2,465,000	884,726	1,580,274
Total Expenditures	2,265,000	2,675,000	913,049	1,761,951
Excess Revenues Over (Under) Expenditures	(754,000)	(1,164,000)	176,911	1,340,911
Fund Balance, *Beginning of Year*	2,340,957	2,340,957	2,340,957	-
Fund Balance, *End of Year*	$ 1,586,957	$ 1,176,957	$ 2,517,868	$ 1,340,911

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
2019 1% Sales Tax Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Sales Tax	$ 3,010,625	$ 3,010,625	$ 3,369,972	$ 359,347
Charges for Services	1,722,850	1,722,850	1,924,709	201,859
Intergovernmental	-	-	-	-
Investment Income	300,000	300,000	322,131	22,131
Total Revenues	5,033,475	5,033,475	5,616,812	583,337
Expenditures				
Parks and Recreation	6,158,107	6,256,107	2,500,542	3,755,565
Capital Outlay	465,250	482,250	49,774	432,476
Debt Service				
Principal	1,148,200	1,148,200	395,000	753,200
Interest and Fees	-	-	753,200	(753,200)
Total Expenditures	7,771,557	7,886,557	3,698,516	4,188,041
Excess Revenues Over (Under) Expenditures	(2,738,082)	(2,853,082)	1,918,296	4,771,378
Other Financing Sources (Uses)				
Transfers Out	-	-	-	-
Net Changes in Fund Balance	(2,738,082)	(2,853,082)	1,918,296	4,771,378
Fund Balance, *Beginning of Year*	7,611,868	7,611,868	7,611,868	-
Fund Balance, *End of Year*	$ 4,873,786	$ 4,758,786	$ 9,530,164	$ 4,771,378

See Accompanying Independent Auditor's Report.

Note 1: Stewardship, Compliance and Accountability

Budgets and Budgetary Accounting

Budgets are adopted for all funds of the Town in accordance with State statutes. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). Budgetary comparisons for the enterprise funds are presented on a non-GAAP budgetary basis. Capital outlay and debt principal are budgeted as expenditures, but depreciation is not budgeted.

The Town follows these procedures to establish the budgetary information reflected in the financial statements:

- Management submits to the Board of Trustees a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- Prior to December 31, the budget is legally adopted through passage of a resolution.
- Town management is authorized to transfer budgeted amounts between departments within any fund. However, revisions that alter the total expenditures of any fund must be approved by the Board of Trustees. State statutes stipulate that expenditures may not exceed budget appropriations at the fund level.
- All appropriations lapse at year end.

Supplementary Information

Town of Berthoud, Colorado
Combining Balance Sheet
Nonmajor Governmental Funds
December 31, 2025

	Public Facility	Park Dedication	Conservation Trust	Larimer County Open Space	Cemetery	Berthoud Area Transportation	Recreation MJ Tax	Road Impact	Totals
Assets									
Cash	$ 3,627,011	$ 284,831	$ 627,547	$ 987,300	$ 175,794	$ 149,467	$ 1,497,182	$ 7,407,047	$ 14,756,179
Accounts Receivable	-	-	-	-	-	-	51,512	-	51,512
Taxes Receivables	-	-	-	77,136	-	-	-	-	77,136
Total Assets	$ 3,627,011	$ 284,831	$ 627,547	$ 1,064,436	$ 175,794	$ 149,467	$ 1,548,694	$ 7,407,047	$ 14,884,827
Liabilities									
Accounts Payable	$ -	$ 2,461	$ 27	$ 17,551	$ -	$ 384	$ -	$ -	$ 20,423
Retainage Payable	-	-	-	-	-	-	-	86,176	86,176
Accrued Liabilities	-	-	9,486	-	1,648	4,698	-	-	15,832
Total Liabilities	-	2,461	9,513	17,551	1,648	5,082	-	86,176	122,431
Fund Balances									
Restricted for Street Paving and Maintenance	-	-	-	-	-	-	-	7,320,871	7,320,871
Restricted for Open Space and Parks	-	-	618,034	1,046,885	-	-	-	-	1,664,919
Committed to Capital Improvements	3,627,011	282,370	-	-	-	-	-	-	3,909,381
Assigned to Cemetery	-	-	-	-	174,146	-	-	-	174,146
Assigned to Transportation	-	-	-	-	-	144,385	1,548,694	-	1,693,079
Total Fund Balances	3,627,011	282,370	618,034	1,046,885	174,146	144,385	1,548,694	7,320,871	14,762,396
Total Liabilities and Fund Balances	$ 3,627,011	$ 284,831	$ 627,547	$ 1,064,436	$ 175,794	$ 149,467	$ 1,548,694	$ 7,407,047	$ 14,884,827

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended December 31, 2025

	Public Facility	Park Dedication	Conservation Trust	Larimer County Open Space	Cemetery	Berthoud Area Transportation	Recreation MJ Tax	Road Impact	Totals
Revenues									
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ 613,231	$ -	$ 613,231
Intergovernmental	-	-	148,316	461,807	-	-	-	-	610,123
Charges for Services	155,501	137,730	-	-	28,291	80,465	-	375,222	777,209
Investment Income	132,234	13,415	22,349	32,348	6,729	5,808	55,034	267,098	535,015
Miscellaneous	-	-	-	-	21,910	3,301	-	-	25,211
Total Revenues	287,735	151,145	170,665	494,155	56,930	89,574	668,265	642,320	2,560,789
Expenditures									
Current									
General Government	-	-	-	-	-	-	81,899	-	81,899
Public Works	-	-	-	-	-	-	-	360	360
Parks and Recreation	8,440	5,594	613,896	2,574,519	90,848	-	70,000	-	3,363,297
Transportation	-	-	-	-	-	255,559	-	-	255,559
Capital Outlay	32,500	-	-	396	-	-	331,298	4,130	368,324
Total Expenditures	40,940	5,594	613,896	2,574,915	90,848	255,559	483,197	4,490	4,069,439
Excess of Revenues Over (Under) Expenditures	246,795	145,551	(443,231)	(2,080,760)	(33,918)	(165,985)	185,068	637,830	(1,508,650)
Other Financing Sources (Uses)									
Transfers In	-	-	500,000	2,310,000	20,000	100,000	-	-	2,930,000
Transfers Out	-	(750,000)	-	-	-	-	-	(13,842)	(763,842)
Total Other Financing Sources (Uses)	-	(750,000)	500,000	2,310,000	20,000	100,000	-	(13,842)	2,166,158
Net Change in Fund Balances	246,795	(604,449)	56,769	229,240	(13,918)	(65,985)	185,068	623,988	657,508
Fund Balances, *Beginning of Year*	3,380,216	886,819	561,265	817,645	188,064	210,370	1,363,626	6,696,883	14,104,888
Fund Balances, *End of Year*	$ 3,627,011	$ 282,370	$ 618,034	$ 1,046,885	$ 174,146	$ 144,385	$ 1,548,694	$ 7,320,871	$ 14,762,396

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Public Facility Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Charges for Services	$ 205,500	$ 205,500	$ 155,501	$ (49,999)
Investment Income	100,000	100,000	132,234	32,234
Total Revenues	305,500	305,500	287,735	(17,765)
Expenditures				
Parks and Recreation	750,000	1,046,000	8,440	1,037,560
Capital Outlay	1,540,000	1,555,000	32,500	1,522,500
Total Expenditures	2,290,000	2,601,000	40,940	2,560,060
Net Change in Fund Balance	(1,984,500)	(2,295,500)	246,795	2,542,295
Fund Balance, *Beginning of Year*	3,380,216	3,380,216	3,380,216	-
Fund Balance, *End of Year*	$ 1,395,716	$ 1,084,716	$ 3,627,011	$ 2,542,295

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Park Dedication Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Park Dedication Fees	$ 240,250	$ 240,250	$ 137,730	$ (102,520)
Grant Revenue	-	79,650	-	(79,650)
Investment Income	25,000	25,000	13,415	(11,585)
Total Revenues	265,250	344,900	151,145	(193,755)
Expenditures				
Parks and Recreation	-	110,580	5,594	104,986
Capital Outlay	-	-	-	-
Total Expenditures	-	110,580	5,594	104,986
Excess Revenues Over (Under) Expenditures	265,250	234,320	145,551	(88,769)
Other Financing Sources (Uses)				
Transfers In	-	-	-	-
Transfers Out	(750,000)	(750,000)	(750,000)	-
Net Change in Fund Balance	(484,750)	(515,680)	(604,449)	(88,769)
Fund Balance, *Beginning of Year*	886,819	886,819	886,819	-
Fund Balance, *End of Year*	$ 402,069	$ 371,139	$ 282,370	$ (88,769)

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Conservation Trust Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Intergovernmental	$ 150,000	$ 150,000	$ 148,316	$ (1,684)
Investment Income	15,000	15,000	22,349	7,349
Miscellaneous	-	-	-	-
Total Revenues	165,000	165,000	170,665	5,665
Expenditures				
Parks and Recreation	718,839	753,839	613,896	139,943
Capital Outlay	-	275,000	-	275,000
Total Expenditures	718,839	1,028,839	613,896	414,943
Excess of Revenues Over (Under) Expenditures	(553,839)	(863,839)	(443,231)	420,608
Other Financing Sources (Uses)				
Transfers In	500,000	500,000	500,000	-
Net Change in Fund Balance	(53,839)	(363,839)	56,769	420,608
Fund Balance, *Beginning of Year*	561,265	561,265	561,265	-
Fund Balance, *End of Year*	$ 507,426	$ 197,426	$ 618,034	$ 420,608

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Larimer County Open Space Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Intergovernmental	$ 1,300,000	$ 1,300,000	$ 461,807	$ (838,193)
Investment Income	25,000	25,000	32,348	7,348
Total Revenues	1,325,000	1,325,000	494,155	(830,845)
Expenditures				
Parks and Recreation	2,820,000	4,082,000	2,574,519	1,507,481
Capital Outlay	-	-	396	(396)
Total Expenditures	2,820,000	4,082,000	2,574,915	1,507,085
Excess Revenues Over (Under) Expenditures	(1,495,000)	(2,757,000)	(2,080,760)	676,240
Other Financing Sources (Uses)				
Transfers In	2,310,000	2,310,000	2,310,000	-
Net Changes in Fund Balance	815,000	(447,000)	229,240	676,240
Fund Balance, *Beginning of Year*	817,645	817,645	817,645	-
Fund Balance, *End of Year*	$ 1,632,645	$ 370,645	$ 1,046,885	$ 676,240

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Cemetery Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Charges for Services	$ 47,500	$ 47,500	$ 50,201	$ 2,701
Investment Income	5,000	5,000	6,729	1,729
Total Revenues	52,500	52,500	56,930	4,430
Expenditures				
General Government	-	-	-	-
Parks and Recreation	142,966	142,966	90,848	52,118
Total Expenditures	142,966	142,966	90,848	52,118
Excess Revenues Over (Under) Expenditures	(90,466)	(90,466)	(33,918)	56,548
Other Financing Sources (Uses)				
Transfers In	20,000	20,000	20,000	-
Net Change in Fund Balance	(70,466)	(70,466)	(13,918)	56,548
Fund Balance, *Beginning of Year*	188,063	188,063	188,064	1
Fund Balance, *End of Year*	$ 117,597	$ 117,597	$ 174,146	$ 56,549

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Berthoud Area Transportation Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Charges for Services	$ 50,000	$ 50,000	$ 80,465	$ 30,465
Investment Income	15,000	15,000	5,808	(9,192)
Miscellaneous	852,500	852,500	3,301	(849,199)
Total Revenues	917,500	917,500	89,574	(827,926)
Expenditures				
Transportation	1,147,760	1,147,760	255,559	892,201
Total Expenditures	1,147,760	1,147,760	255,559	892,201
Excess of Revenues Over (Under) Expenditures	(230,260)	(230,260)	(165,985)	64,275
Other Financing Sources (Uses)				
Transfers In	100,000	100,000	100,000	-
Total Other Financing Sources (Uses)	100,000	100,000	100,000	-
Net Change in Fund Balance	(130,260)	(130,260)	(65,985)	64,275
Fund Balance, *Beginning of Year*	210,371	210,371	210,370	(1)
Fund Balance, *End of Year*	$ 80,111	$ 80,111	$ 144,385	$ 64,274

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Recreation MJ Tax Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Sales Tax	$ 600,000	$ 600,000	$ 613,231	$ 13,231
Investment Income	50,000	50,000	55,034	5,034
Total Revenues	650,000	650,000	668,265	18,265
Expenditures				
General Government	125,000	125,000	81,899	43,101
Parks and Recreation	220,000	220,000	70,000	150,000
Capital Outlay	480,000	480,000	331,298	148,702
Total Expenditures	825,000	825,000	483,197	341,803
Net Change in Fund Balance	(175,000)	(175,000)	185,068	360,068
Fund Balance, *Beginning of Year*	1,363,626	1,363,626	1,363,626	-
Fund Balance, *End of Year*	$ 1,188,626	$ 1,188,626	$ 1,548,694	$ 360,068

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Road Impact Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Charges for Services	$ 743,250	$ 743,250	$ 375,222	$ (368,028)
Intergovernmental	-	-	-	-
Investment Income	150,000	150,000	267,098	117,098
Total Revenues	893,250	893,250	642,320	(250,930)
Expenditures				
Public Works	-	-	360	(360)
Capital Outlay	5,250,000	5,250,000	4,130	5,245,870
Total Expenditures	5,250,000	5,250,000	4,490	5,245,510
Excess Revenues Over (Under) Expenditures	(4,356,750)	(4,356,750)	637,830	4,994,580
Other Financing Sources (Uses)				
Transfers Out	(22,298)	(22,298)	(13,842)	8,456
Net Change in Fund Balance	(4,379,048)	(4,379,048)	623,988	5,003,036
Fund Balance, *Beginning of Year*	6,696,883	6,696,883	6,696,883	-
Fund Balance, *End of Year*	$ 2,317,835	$ 2,317,835	$ 7,320,871	$ 5,003,036

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Water Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Charges for Services	$ 4,249,250	$ 4,249,250	$ 4,473,442	$ 224,192
Water Dedication Fees	2,000,000	2,000,000	3,697,620	1,697,620
System Investment Fees	1,582,500	1,582,500	1,041,900	(540,600)
Grant Revenue	-	-	9,584	9,584
Investment Income	1,030,020	1,030,020	1,916,659	886,639
Transfers In	439,384	439,384	484,371	44,987
Total Revenues	9,301,154	9,301,154	11,623,576	2,322,422
Expenditures				
Operations and Maintenance	16,108,177	16,773,177	3,356,738	13,416,439
Capital Outlay	-	-	1,283,198	(1,283,198)
Debt Principal	-	-	57,666	(57,666)
Debt Interest and Fiscal Charges	67,640	67,640	7,504	60,136
Transfers Out	729,384	729,384	774,371	(44,987)
Total Expenditures	16,905,201	17,570,201	5,479,477	12,090,724
Change in Net Position, *Budgetary Basis*	$ (7,604,047)	$ (8,269,047)	6,144,099	$ 14,413,146
Adjustments to GAAP Basis				
Depreciation			(613,858)	
Capital Outlay			1,283,198	
Debt Principal			57,666	
Change in Net Position, *GAAP Basis*			$ 6,871,105	

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Wastewater Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Charges for Services	$ 3,840,500	$ 3,840,500	$ 4,332,114	$ 491,614
System Investment Fees	1,384,000	1,384,000	968,101	(415,899)
Investment Income	700,030	700,030	1,032,133	332,103
Total Revenues	5,924,530	5,924,530	6,332,348	407,818
Expenditures				
Operations and Maintenance	16,285,528	16,285,528	2,200,014	14,085,514
Capital Outlay	-	-	4,462,789	(4,462,789)
Debt Principal	-	-	666,851	(666,851)
Debt Interest and Fiscal Charges	906,100	906,100	1,143,892	(237,792)
Transfers Out	240,000	240,000	240,000	-
Total Expenditures	17,431,628	17,431,628	8,713,546	8,718,082
Change in Net Position, *Budgetary Basis*	$ (11,507,098)	$ (11,507,098)	(2,381,198)	$ 9,125,900
Adjustments to GAAP Basis				
Depreciation			(834,635)	
Capital Outlay			4,462,789	
Debt Principal			666,851	
Change in Net Position, *GAAP Basis*			$ 1,913,807	

See Accompanying Independent Auditor's Report.

Town of Berthoud, Colorado
Budgetary Comparison Schedule
Storm Water Fund
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*
Revenues				
Charges for Services	$ 928,000	$ 928,000	$ 997,947	$ 69,947
Investment Income	220,000	220,000	348,119	128,119
Total Revenues	1,148,000	1,148,000	1,346,066	198,066
Expenditures				
Operations and Maintenance	2,350,750	2,536,750	(13,404)	2,550,154
Capital Outlay	-	-	204,449	(204,449)
Transfers Out	10,500	10,500	10,500	-
Total Expenditures	2,361,250	2,547,250	201,545	2,345,705
Change in Net Position, *Budgetary Basis*	$ (1,213,250)	$ (1,399,250)	1,144,521	$ 2,543,771
Adjustments to GAAP Basis				
Depreciation			(116,487)	
Capital Outlay			204,449	
Change in Net Position, *GAAP Basis*			$ 1,232,483	

See Accompanying Independent Auditor's Report.

Compliance Section

HINKLE & COMPANY PC
Strategic Business Advisors

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*

Honorable Mayor and Members of the Board of Trustees
Town of Berthoud, Colorado
Berthoud, Colorado

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Town of Berthoud, Colorado (the Town), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated June 22, 2026.

Internal Control over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did identify deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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TEL: 303.796.1000
FAX: 303.796.1001
www.HinkleCPAs.com

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town of Berthoud, Colorado's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hinkle & Company, P.C.

Englewood, Colorado
June 22, 2026

HINKLE & COMPANY PC
Strategic Business Advisors

Independent Auditor's Report on Compliance for Each Major Federal Program, Report on Internal Control over Compliance, and Report on Schedule of Expenditures of Federal Awards Required by the *Uniform Guidance*

Honorable Mayor and Members of the Board of Trustees
Town of Berthoud, Colorado
Berthoud, Colorado

Report on Compliance for Each Major Federal Program

Opinion Report on Compliance for Each Major Federal Program

We have audited the Town of Berthoud, Colorado's (the Town) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have direct and material effect on each of the Town's major federal programs for the year ended December 31, 2025. The Town's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Town's compliance with the compliance requirements referred to above.

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Responsibilities of Management for Compliance
Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Town's federal programs.

Auditor's Responsibilities for the Audit of Compliance
Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Town's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance
A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis.

Report on Internal Control Over Compliance (Continued)
A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control* over compliance is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance
We have audited the financial statements of the governmental activities, each discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town. We issued our report thereon dated June 22, 2026, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

Hinkle & Company, P.C.

Englewood, Colorado
June 22, 2026

Town of Berthoud, Colorado
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2025

Federal Grantor/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Entity Identification Number	Total Amount Expended	Passed Through Subrecipients
United States Department of Treasury				
State and Local Fiscal Recovery Fund	21.027	N/A	$ 2,285,775	$ -
Total Expenditures of Federal Awards			$ 2,285,775	$ -

See Notes to Schedule of Expenditures of Federal Awards.

Town of Berthoud, Colorado

Notes to the Schedule of Expenditures of Federal Awards
December 31, 2025

Note 1: Basis of Presentation

The accompanying schedule of expenditures of the Town under programs for the federal government for the year ended December 31, 2025. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Town, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Town.

Note 2: Summary of Significant Accounting Policies

Expenditures reported on the Schedule of Expenditures of Federal Awards are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The Town has elected to not use the 15 percent *de minimis* indirect cost rate as allowed under the Uniform Guidance.

Town of Berthoud, Colorado
Schedule of Findings and Questioned Costs
December 31, 2025

Section I: Summary of Auditor's Results

1. The opinion expressed in the independent auditor's report was:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimed

2. The independent auditor's report on internal control over financial reporting described:

   Significant deficiencies? ☐ Yes ☒ None reported

   Material weaknesses? ☐ Yes ☒ No

3. Noncompliance considered material to the financial statements was disclosed by the audit?

   ☐ Yes ☒ No

4. The independent auditor's report on internal control over compliance for major federal awards programs disclosed:

   Significant deficiencies? ☐ Yes ☒ None reported

   Material weaknesses? ☐ Yes ☒ No

5. The opinion expressed in the independent auditor's report on compliance for major federal awards was:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimed

6. The audit disclosed findings required to be reported by the Uniform Guidance?

   ☐ Yes ☒ No

7. The Town's major program was:

Cluster/Program	Federal Assistance Number
State and Local Fiscal Recovery Fund	21.027

8. The threshold used to distinguish between Type A and Type B programs as those terms are defined in the Uniform Guidance was $1,000,000.

9. The Town qualified as a low-risk auditee as that term is defined in the Uniform Guidance.

   ☐ Yes ☒ No

(Continued)

Section II: Financial Statement Findings

No current year findings or questioned costs were reported.

Section III: Federal Award Findings and Questioned Costs

No current year findings or questioned costs were reported.

Town of Berthoud, Colorado

Schedule of Prior Year Audit Findings
December 31, 2025

Findings Required to be Reported by the Uniform Guidance

No items requiring follow up.

State Compliance Section

LOCAL HIGHWAY FINANCE REPORT			STATE: COLORADO
THIS INFORMATION FROM THE RECORDS OF:	PREPARED BY:		REPORT YEAR ENDING DATE(mm/yyyy):
TOWN OF BERTHOUD	CINDY LEACH	cleach@berthoud.org	12/2025

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Total (1 - (2 through 4))				

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other Local Imposts:		**A.4. Miscellaneous Local Receipts:**	
a. Property Taxes and Assessments		a. Interest on investments	267,097.00
b. Non-property Taxes and Assessments Imposts	1,379,605.00	b. Other Misc. Local Receipts	
c. Total (a + b)	$ 1,379,605.00	**c. Total (a + b)**	$ 267,097.00

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		**D. Receipts from Federal Government**	
1. Highway-user Taxes (from Item I.C.5.)	515,659.00	1. FHWA (from Item I.D.5.)	
2. State General Funds		2. Other Federal Agencies:	
3. Other State funds:			
a. State Bond Proceeds			
b. Non-State Bond Proceeds	127,058.00		
c. Total (a + b)	$ 127,058.00		
4. Total (1 + 2 + 3c)	$ 642,717.00	**3. Total (1 + 2)**	$ -

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT
A.1. Capital outlay:	
a. Right-Of-Way Costs	
b. Engineering Costs	
c. Construction Costs	1,214,337.00
d. Total Capital Outlay (a+ b + c)	$ 1,214,337.00

Form FHWA-536 (Rev. 02-2025) Page2

LOCAL HIGHWAY FINANCE REPORT

STATE: COLORADO

REPORT YEAR ENDING DATE(mm/yyyy): 12/2025

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Amount used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Receipts from Local Sources:	
1. Local Highway-user Taxes	
a. Motor Fuel (from Item I.A.1)	
b. Motor Vehicle (from Item I.B.1)	
c. Total (a + b)	
2. General Fund Appropriations	1,441,151.00
3. Other Local Imposts (from page 1, Item II.A3.c)	$ 1,379,605.00
4. Miscellaneous Local Receipts (from page 1, Item II.A4.c)	$ 267,097.00
5. Transfers from Toll Facilities	
6. Proceeds of Sale of Bonds and Notes:	
a. Bonds - Original Issues	
b. Bonds - Refunding Issues	
c. Notes	
d. Total (a + b + c)	$ -
7. Total (1 through 6)	$ 3,087,853.00
B. Private Contributions	
C. Receipts from State government (from page 1, Item II.C.4)	$ 642,717.00
D. Receipts from Federal government (from page 1, Item II.D.3)	$ -
E. Total receipts (A.7 + B + C + D)	$ 3,730,570.00

III. EXPENDITURES FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Local highway expenditures:	
1. Capital Outlay (from page 1, Item III.A1.d)	$ 1,214,337.00
2. Maintenance:	120,300.00
3. Road and Street Services:	
a. Snow and Ice Removal	98,065.00
b. Other & Traffic Control Operations	201,522.00
c. Total (a + b)	$ 299,587.00
4. General Administration & Miscellaneous	633,643.00
5. Highway Law Enforcement and Safety	1,462,703.00
6. Total (1 through 5)	$ 3,730,570.00
B. Debt Service on Local Obligations:	
1. Bonds:	
a. Interest	
b. Redemption	
c. Total (a + b)	$ -
2. Notes:	
a. Interest	
b. Redemption	
c. Total (a + b)	$ -
3. Total (1c + 2c)	$ -
C. Payments to State for Highways	
D. Payments to Toll Facilities	
E. Total Expenditures (A6 + B3 + C + D)	$ 3,730,570.00

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

ITEM	OPENING DEBT	AMOUNT ISSUED	REDEMPTIONS	CLOSING DEBT
A. Bonds (Total)		$ -	$ -	$ -
1. Bonds (Refunding Portion)		$ -		
B. Notes (Total)		$ -	$ -	$ -

Board of Trustees Information

Community Development Department

Meeting Date:	**June 30, 2026**
Agenda Title/Subject:	**Contract award to PSD Citywide for Asset Management and Permitting platform**
Type of Item:	**Regular Item**
Purpose:	**Consideration of approval of a contract for asset management, permitting, and public access with PSD Citywide.**
Presented by:	**Nathan Gabbard, Community Development**

Attachments:

1. PSD Signed_Berthoud and PSD_Citywide_-Agreement JUNE 2026
2. PSD Citywide Response to Town of Berthoud RFP
3. Staff presentation SaaS

Background:

In the summer of 2025, leadership from Town departments and divisions convened to identify critical operational pain points including inability to easily share data amongst staff, manual permitting processes, disparate asset management methods, and the lack of an accessible platform to communicate permitting projects with the public. The desired solution includes a unified and non-fragmented software system. Staff from Public Works, Operations, Clerk's Office, Finance and Community Development, for example, determined that a unified platform capable of bringing asset management, planning, permitting, and project management together under a single operational umbrella was the desired outcome. The desired solution also needs to be able to grow with the Town and offer additional modules. The following timeline outlines the extensive review of the solution completed by staff prior to presenting this to the Town Trustees for consideration.

Summer 2025: Problem identification and market research. Results include departmental silos due to isolated software and manual processes. Staff reviewed potential solutions with various software vendors.

Fall 2025: Budget scoping and development of a preliminary transition plan, pending budget approval. Needs were identified to scope a budget with various software vendors.

January 2026: Committe formation and establishment of a dedicated, cross-deparmental Software as a Service (SaaS) committee to develop the basement and standardize specific technical requirements needed

February 2026: Publication of a Request for Proposals (RFP) and receipt of 18 vendor bids to

perform the work.

Spring 2026: Evaluation of bids by the SaaS committee, interviews, reference checks, and selection

May 2026: Final selection of PSD Citywide as the ideal solution as this platform demonstrated a balance of robust technical capabilities and optimal cost-effectiveness. PSD Citywide is capable of integrating with two existing Town platforms which will not be replaced - Caselle and LaserFische.

Update/Next Steps:
Upon approval of the consultant selection and contract execution, the consulting team and staff will finalize the project schedule and initiate a project kick-off.

Fiscal Impact and Fund Source:
The project cost is $152,900 for the first year and included in the 2026 budget. This includes implementation and licensing for the first year. After the first year, the cost will be $60,000 plus an annual 5% inflation.

Community Touchstones:
The ability to share information between departments will increase staff efficiency and effectiveness. Staff efficiency and effectiveness will be increased by removal of manual processes, increased public transparency, and an ability to provide the public with greater access to current documents for all permitting projects in “real time”. This also allows for better cost/labor tracking and project management.

Recommended Action(s):
The selection committee requests the Board approve the contract with PSD Citywide and authorize the Mayor to sign the attached contract. This request is made as the platform offered is robust to grow with the Town's needs as well as meeting the requirements in the published RFP.

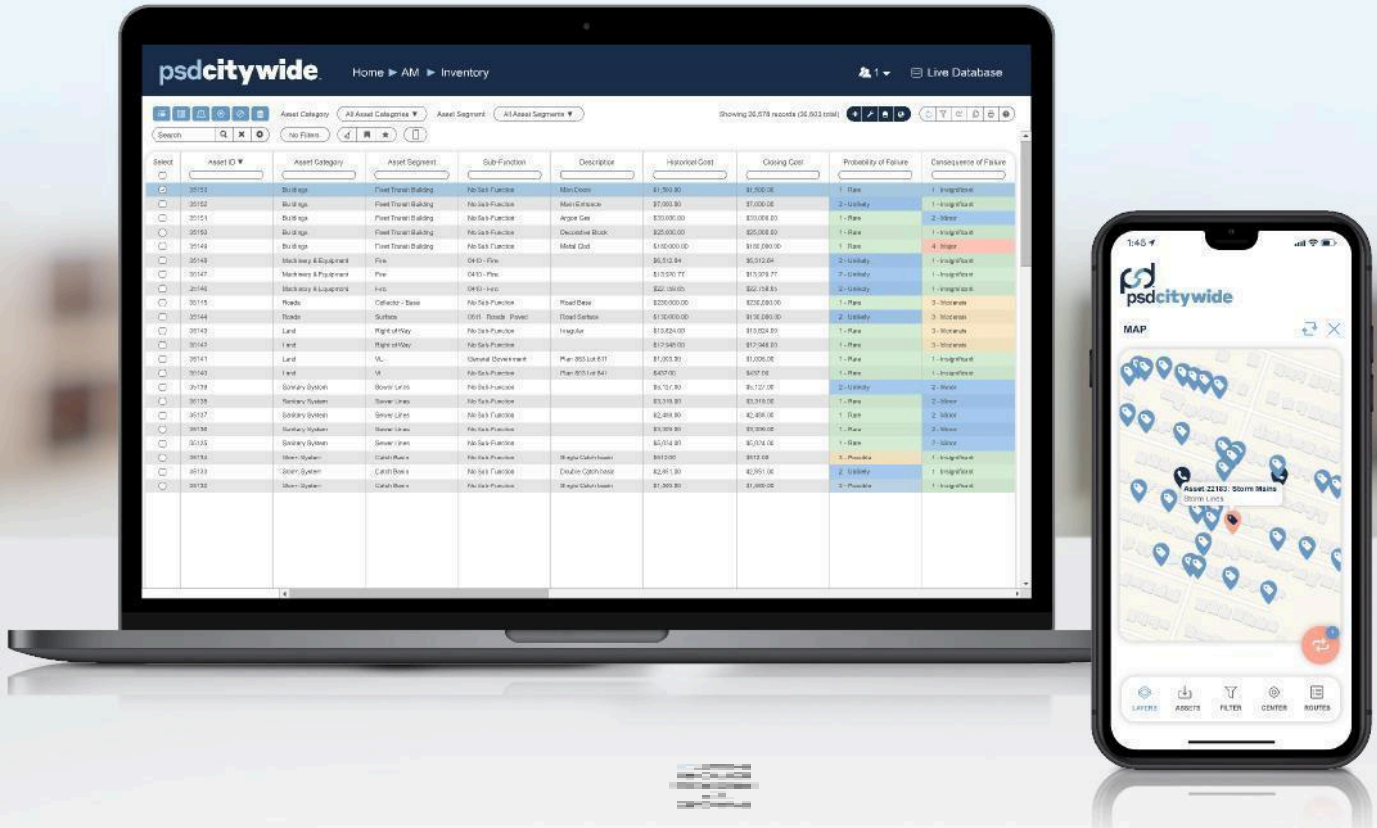
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Citywide Enterprise Asset Management and PPL System

PSD Citywide Service License Agreement

Town of Berthoud, CO

Submitted by:
Anita Frost on behalf of PSD Citywide (US) Inc.
400 Continental Blvd., El Segundo, California, 90245
e: afrost@psdcitywide.com
p: (619) 565-9374



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Contact List

Town of Berthoud ("Client")

Name	Title	Telephone	E-Mail
Nathan Gabbard	GIS Analyst	970-746-7173	NGabbard@berthoud.org
Anne Johnson	Community Development Director	970-344-5818	AJohnson@berthoud.org
Keith Knoll	Public Works Operational Manager	970-532-2210	KKnoll@berthoud.org

PSD Citywide (US) Inc. ("PSD Citywide")

Name	Title	Telephone	E-Mail
Anita Frost	Account Executive	619-565-9374	afrost@psdcitywide.com
Jeff Muir	Regional Manager	519-690-2565 Ext. 2502	jmuir@psdcitywide.com
Kristie Lapointe	Client Success Operations	519-690-2565 Ext. 2509	klapointe@psdcitywide.com
Christie Wiggers	Director, Implementation Services	519-690-2565 Ext. 2708	cwiggers@psdcitywide.com

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Service License Agreement Terms

This **Service License Agreement** ("**SLA**"), adopts and incorporates by reference the terms and conditions of that certain Master SaaS Agreement ("**Master Agreement**"), dated July 28, 2026 by and between PSD Citywide (US) Inc., a Delaware corporation ("**PSD Citywide**") and Town of Berthoud, CO, a municipal corporation ("Customer", and together with PSD Citywide the "**Parties**," and each, a "**Party**"). This SLA is effective beginning on August 1st, 2026 ("**Effective Date**") and will remain in effect until August 1st, 2027 [("**Expiration Date**")], unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SLA will be conducted in accordance with and be subject to the terms and conditions of this SLA and the Master Agreement. Capitalized terms used but not defined in this SLA shall have the meanings set out in the Master Agreement. A copy of the Master Agreement is attached hereto as Appendix C.

This SLA summarizes the response scope and pricing provided to the Request for Proposal "Local Government and Asset Management Software" issued by the Town on February 5th, 2026.

This SLA, including all pricing and outlined terms, is valid for 60 days. After this date, the terms and pricing outlined within may be subject to revision or withdrawal. We encourage timely review and communication to ensure alignment with the current SLA details.
Service License Agreement Date: August 31, 2026
Version: 3.0

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Project Deliverables

The purpose of this project is to implement both Citywide Maintenance, Citywide Assets and Citywide Permits, Planning and Licensing as part of the Citywide Software Suite per PSD's response to the Town's RFP for Asset Management and Permitting software.

The aim is to provide the Client with a complete asset registry for all asset types and a maintenance management solution that encompasses service requests, work orders, and preventative maintenance. This dual implementation will support its Asset Management practices by offering a centralized system for utilizing data and managing asset maintenance efficiently.

1. Citywide Maintenance

Citywide Maintenance is a comprehensive Computerized Maintenance Management System (CMMS) with built-in service request, work order, and preventative maintenance applications. It is specifically designed to empower all municipal departments to prioritize, schedule, and track maintenance projects seamlessly. Whether in the office or out in the field, users can access and manage service requests and work orders, streamlining day-to-day maintenance operations.
Built from the ground up to meet the unique requirements of Public Works, Citywide Maintenance facilitates efficient workflow management, project tracking, and resource allocation. At its core, it supports municipalities in planning, managing, assigning, recording, and reporting on all types of work completed as part of their operations, ensuring transparency and accountability.
As an enterprise, cloud-hosted solution, Citywide Maintenance integrates fully with the Citywide suite of modular tools, including asset management, GIS, and permits management. All modules are hosted, developed, and supported by PSD Citywide, offering a unified and robust system for managing municipal operations.

Additionally, Citywide Maintenance includes a mobile application, designed for staff to access and update work order information in real-time while in the field. The mobile app allows users to review and complete work orders, update schedules, and manage priority tasks, even when offline. Once an internet connection is available, all information is automatically synchronized, ensuring that field operations are as efficient and reliable as office-based work.

2. Citywide Assets

Citywide Assets is a comprehensive enterprise asset management solution that supports all asset classes and serves as a central database for asset information across the organization. Designed to align with industry standards, it offers advanced asset management capabilities, including lifecycle planning, risk management, service level assessment, and decision support.

Users can create asset data hierarchy using industry-standard naming conventions, like Uniformat coding, and create detailed asset profiles. These profiles facilitate the generation of lifecycle strategies, risk matrices, and condition reports. Additionally, Citywide Assets enhances financial reporting accuracy and efficiency, integrating asset data into financial processes seamlessly. The system also features a GIS viewer, enabling users to visualize and access asset information through

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a dynamic mapping interface, thereby improving infrastructure planning and communication around asset management.

3. GIS Viewer

Citywide GIS Viewer integrates GIS data into the Citywide platform, offering users an enhanced experience in accessing and managing geographic information. This integration improves data accessibility, reduces manual data entry errors, and supports better decision-making by providing a unified view of geographic data.

4. Citywide Building Permits

The building permit module supports the management of all building permit applications through the internal processes and statuses. The complete record of a building permit is stored in one system along with digital drawings, payment information, applicant information, property information and inspections.

5. Citywide Other Permits

The other permits module supports users with the management of all permit types that are not related to building or licensing. It allows users to track applications, required documents and inspections. Users can customize application types, workflow and statuses, complete reviews, process and track application fees and refundable fees.

6. Citywide Mobile

Citywide’s mobile app, available for both Android and iOS, is designed to function offline, synchronizing changes once the internet is restored. It enables clients to access and manage inspections and locate them via map. Empower inspectors with a mobile app for in-field use, providing access to task lists, property details, and past inspection results. Users are also able to send inspection reports straight from the mobile application.

7. Citywide Customer Portal

The Citywide Customer Portal enables citizens and organizations to register accounts, submit building applications electronically, and track progress in real-time. Users can upload required documents, with the option to integrate with secure online payment systems, and access all services in one convenient platform, streamlining the entire process.

8. Citywide Planning Module

The Planning module supports users throughout the planning process of land development, from the creation and actioning of pre-consultation applications to the creation, actioning, and completion of planning applications. Users can set new Application Types and view application types in a grid, view all applications in a grid, complete reviews, process and track application fees and refundable fees, and complete appeals.

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9. Citywide Licensing Module

The Licensing module allows users to manage an unlimited number of license types from the initial application through to license issuance, and automatic renewal and expiration notifications. The license module supports users throughout the application process from the creation of the application, internal reviews, inspections and managing all fees. Staff and inspectors have access to important real-time information.

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Project Scope

Citywide Assets

Legend			
✓ = Included	✗ = Not Included	T = Training only	TBD = To be determined

Asset Classes to be Implemented

Asset Classes	In Scope
Streets	✓
Bridges	✓
Water & Wastewater	✓
Facilities	✓
Parks	✓
Storm	✓
Fleet, Machinery & Equipment	✓

Citywide Maintenance

Client Business Units to be Implemented

Business Unit	In Scope
Public Works (Streets, Storm)	✓
Water Utilities	✓
Recreation	✓
Code Enforcement	✓

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Maintenance Implementation Scope

Features	Public Works	Water Utilities	Recreation	Code Enforcement
Service Requests	✔	✔	✔	✔
Customers & Properties (Upload existing data)	✔			
Activity Based Work Orders	✔	✔	✔	✔
Asset Based Work Orders	✔	✔	✔	N/A
Inspection Work Orders	✔	✔	✔	✔
Process Checklists (up to 40 workflows, total)	✔	✔	✔	✔
Preventative & Scheduled Maintenance (Up to 40 workflows, total)	✔	✔	✔	N/A
Workflow Notifications	✔	✔	✔	✔
Sandbox for Training & Testing	✔	✔	✔	✔
Training Core & Admin	✔	✔	✔	✔
Training End User	✔	✔	✔	✔
Training Mobile	✔	✔	✔	✔
Resource Costing – Labor, Equipment, Parts & Inventory	**Not requested, PSD will train if requested**			

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Permits, Planning, & Licensing Implementation Scope

Features	Building	Other	Planning	Licenses
Application Types	✔	✔	✔	✔
Inspections	✔	✔	✔	✔
Reviews & Tasks	✔	✔	✔	✔
Required Documents	✔	✔	✔	✔
Application Fees	✔	✔	✔	✔
Development Charges	✔ **(If charged)**	**N/A**	**N/A**	**N/A**
Customers & Properties	✔ **(Shared with EAM)**			
Workflow and Statuses	**N/A**	**N/A**	**N/A**	✔
Mobile App - Inspections	✔	✔	**N/A**	**N/A**
Letters (2 Configured)	✔	✔	✔	✔
Email Notifications/Assignments	✔	✔	✔	✔
Summary Reports	✔	✔	✔	✔
Administrator Training	✔	✔	✔	✔
End User Training	✔	✔	✔	✔
Inspector Training (Mobile)	✔	✔	✔	✔

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Project Schedule

The estimated duration of this project is **18 months**. The detailed project schedule and Gantt chart will be supplied after the kick-off meeting and will be reviewed and approved in phases as the project progresses. The duration of the project is dependent on multiple factors including client availability as well as data activities. Note that Client time and resources will be required regularly throughout the project as part of the following steps:

1. Completing data templates,
2. Testing the system during the designated testing period to ensure proper configuration, and
3. Participation in applicable training sessions.

Project Communication

Clear and efficient communications between the Client and PSD Citywide is vital to project success. In the kick-off meeting, the main point of contact for PSD Citywide and the Client will be decided upon and the Client will be introduced to PSD Citywide's Project Management Tool, Kantata, in which clients can have access to view the progress of the project. All high-level client communications, including project progress updates, scheduling future meetings/workshops and sending of data should be done between these individuals unless stated otherwise throughout the project. In addition, every two weeks starting with the kick-off meeting, the PSD Citywide Project Manager will provide a project status update that includes progress of tasks completed to date and the timelines and milestones of activities moving forward. Alternatively, the client can check project progress, statuses, and updates through Kantata.

PSD Citywide project management effort is influenced by the duration of the project. Deviations from the project duration proposed may result in additional costs.

Project Change Management and Client Responsibilities

1. Client Responsibilities and Adherence to Schedule
The Client is required to prioritize scheduled meetings and tasks as detailed in the project plan. Delays in attending these meetings or completing assigned tasks may lead to adjustments in the project timeline and potential additional costs.

2. Adjustments Due to Requirement Changes
If the Client’s detailed requirements significantly deviate from the initial assumptions made during project planning and proposal, PSD Citywide may need to revise the project scope and pricing. Any additional work required will need Client approval and may lead to extended project timelines and additional fees.

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3. Data Quality Assumptions
The project assumes that the Client will provide data that is complete, consistent, and formatted according to mutually agreed-upon standards. Should significant data quality issues arise—such as missing critical information, data format discrepancies, or inconsistencies that impede processing—PSD Citywide will provide an estimate for the additional work required to remediate these issues. This may also necessitate adjustments to the project timeline and budget.

4. Change Order Process
For any changes in project scope, requirements, data issues, or significant schedule delays, a formal change order will be issued. The Client must approve this change order before any additional work begins. The change order will detail:

- Additional work required.
- A revised timeline and resource allocation.
- An updated cost estimate for the additional services.

5. Implementation Professional Services Rates & Scope
Implementation Professional Services rates are as follows:

- $1,800 / day or $225.00 / hour – a day includes 8 hours of services.
- Requests for additional Implementation Professional Services may be made via e-mail or a purchase order from an authorized representative of the Client. This will serve as authorization to perform and invoice the service.
- Implementation Professional Services rates are valid for the term of this agreement only.

Implementation Professional Services Scope: There is sometimes a fine line as to what can be handled as support, vs. additional Professional Services. While PSD Citywide attempts to handle as much as possible as support, when a request is made to implement a process change or an enhancement which is specific to a customer, and the advice or work extends beyond a general description of the steps required, PSD Citywide will suggest purchasing additional Professional Services to implement the new requirement. Professional Services will be billed at the current hourly rate, which will be invoiced at the end of the month. The Client will be made aware of any billing prior to providing assistance.

Training

PSD Citywide follows the "Train the Trainer" model such that Client Admin users are trained to be comfortable with the system functionality to the level where they can conduct in-house end user training with additional users. Training can occur on-site or remotely (via the web or phone). On-site training is subject to standard travel and accommodation expenses as outlined in the Project Budget section below. Training hours must be used before the completion of the project.

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Pricing

Summary

Implementation & Training	Amount
Citywide Assets & Maintenance	$54,000.00
Citywide Planning, Permits, & Licensing	$54,600.00
Value Added Features & Services	$24,300.00
Subtotal Implementation & Training	**$132,900.00**
Strategic Colorado Hourly Rate Discount	**($40,000.00)**
Total Implementation & Training	**$92,900.00**

Annual Version Protection, Maintenance, and Support	Amount
Citywide Assets & Maintenance **(unlimited users)**	$20,000.00
Citywide Planning, Permits, & Licensing **(unlimited users)**	$28,000.00
Value Added Annual Version Protection & Maintenance	$12,000.00
Total Annual Version Protection, Maintenance, and Support	**$60,000.00**

Ongoing Annual Fees

Annual Version Protection, Maintenance, & Support	Amount
Year 1 - Unlimited Users	$60,000.00
Year 2 – Unlimited Users	$63,000.00
Year 3 - Unlimited Users	$66,150.00

Out of Scope

PSD has flagged 811 integrations as out of scope. A robust API is provided to be used in establishing the 811-integration using internal resources. Financial Amortization configuration requires balancing to last reported financials. PSD can complete this work however a data review and scoping process is required. Often this work can be completed with on average $7,200.00, however this cost can vary depending on the accuracy of current datasets.

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Project Budget Breakdown (Assets & Maintenance)

Implementation & Professional Services		Amount
Project Management	Needs Assessment, Kickoff Meeting, Project Planning, Schedules, Status Reports, Update Meetings, Issues and Go-Live Planning	$3,600.00
	Total Project Management	**$3,600.00**
Implementation & Configuration	Data Hierarchy Configuration	$7,200.00
	Asset Inventory and Data Load	
	Service Requests	$28,800.00
	Work Orders	
	Workflow Process Control	
	Customers and Properties	
	Preventative & Scheduled Maintenance **[see table]**	
	Workflow Notifications	
	Testing – AT, System, Test Cases/Scenarios	
	Go-Live Support	
	Total Implementation & Configuration	**$36,000.00**
Training	Admin Training	$3,600.00
	Maintenance Admin Training	$5,400.00
	End User Training (+ Mobile)	$5,400.00
	Total Training	**$14,400.00**
	Total Implementation Costs	**$54,000.00**

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Project Breakdown Budget – Building and Other Permits

Implementation & Professional Services		Amount
Project Management	Needs Assessment, Kickoff Meeting, Project Planning, Schedules, Status Reports, Update Meetings, Issues and Go-Live Planning	$1,800.00
	Total Project Management	**$1,800.00**
Implementation & Configuration	Permit Types & Work Fields **(Types listed in the RFP Only)**	$12,600.00
	Inspection Types	
	Customers and Properties	
	Configure Fees (Permit, Refundable, Development Charges)	
	Internal Reviews	
	Required Documents	
	Roles, Permissions, Notifications	
	Testing & Go-Live Support	
	Total Implementation & Configuration	**$12,600.00**
Training	Admin Training	$3,600.00
	End User Training	$1,800.00
	Total Training	**$5,400.00**
	Total Implementation Costs	**$19,800.00**

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Project Budget Breakdown – Planning Module

Implementation & Professional Services		Amount
Project Management	Needs Assessment, Kickoff Meeting, Project Planning, Schedules, Status Reports, Update Meetings, Issues and Go-Live Planning	$1,800.00
	Total Project Management	**$1,800.00**
Implementation & Configuration	Planning Types Configuration **(Types listed in RFP only)**	$12,600.00
	Appeal Types	
	Customers and Properties (if required)	
	Application Fees & Refundable Fees Configuration	
	Notification Processes	
	Roles, Permissions, Notifications	
	Testing & Go-Live Support	
	Total Implementation & Configuration	**$12,600.00**
Training	Admin Training	$3,600.00
	End User Training	$900.00
	Total Training	**$4,500.00**
	Total Implementation Costs	**$18,900.00**

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Project Budget Breakdown – Licenses Module

Implementation & Professional Services		Amount
Project Management	Needs Assessment, Kickoff Meeting, Project Planning, Schedules, Status Reports, Update Meetings, Issues and Go-Live Planning	$1,800.00
	Total Project Management	**$1,800.00**
Implementation & Configuration	License Types & Work Fields **(Types Listed in RFP only)**	$9,600.00
	Inspection Types	
	Customers and Properties	
	Configure Fees and Refunds	
	Required Documents	
	Roles, Permissions, Notifications	
	Reporting (License Card, Inspection Report, Receipt)	
	Testing & Go-Live Support	
	Total Implementation & Configuration	**$9,600.00**
Training	Admin Training	$3,600.00
	End User Training	$900.00
	Total Training	**$4,500.00**
	Total Implementation Costs	**$15,900.00**

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Value Added Features & Services

Value Added Services	In Scope	Implementation	Annual Fee
Citywide Core			
ESRI ArcGIS Online Integration	✔	$3,600.00	Included
Single Sign-on (SSO) Integration	✘	N/A	N/A
Additional Data Storage	✘	N/A	N/A
API / Third Party Integrations	✘	N/A	N/A
Laserfiche – Hyperlink via Attributes	✔	Included	Included
Cassel – CSV based export training and guidance	T	$900.00	Included
Additional Training	✘	N/A	N/A
30/60/90 Day Reviews	Included	Included	Included
Assets Module			
Citywide Asset Collector	✔	$900.00	$1,000.00
Asset Profiles - Condition, Risk, Lifecycle	T	N/A	N/A
Condition Calculator Configured	T	N/A	N/A
Financial Balancing	✘	N/A	N/A
Image File Upload (Assets)	✘	N/A	N/A
Maintenance Module			
Citywide Customer Portal (Maintenance and Permitting)	✔	$3,600.00	$8,000.00
Staff Request Portal (Internal)	✘	N/A	N/A
Customized Address Search	✘	N/A	N/A
Legacy Data Import – Bulk Files & Attachments	✔	$3,600.00	N/A
Legacy Data Import – SR & WO (Standalone table)	✔		N/A
Additional Database (Sandbox)	✘	N/A	N/A
Planning, Permits, & Licensing Module			
Online Payent Integration (Xpress Bill Pay)	✔	$5,400.00	$3,000.00
Legacy Data Import - Applications	✔	$7,200.00	N/A
Legacy Data Import - Inspections	✔		N/A
Legacy Data Import - Comments/Notes	✔		N/A

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Legacy Data Import - Files & Attachments	✔		N/A
Financial System Integration	✘	N/A	N/A
Letters (Create All)	✘	N/A	N/A
Total Value-Added Services		$24,300.00	$12,000.00

Professional Services

- PSD Citywide (US)Inc. warrants that the Professional Services shall be performed by its employees or subcontractors in a manner conforming to generally accepted industry standards and practices. No other warranties, expressed or implied, are made with respect to the Professional Services to be supplied by PSD Citywide (US) Inc. hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

Terms of Payment

- Implementation Professional Services will be invoiced in **8 equal monthly** amounts beginning after the kick-off meeting. The final invoice will be issued upon project sign-off.
- Annual Version Protection & Maintenance will be invoiced 30 days following the kick-off meeting of this project. Subsequent year's maintenance will be invoiced annually from that date. Annual Version Protection & Maintenance will be limited to a maximum annual escalation of 5%. Should the licensee opt to discontinue the support service, the invoice should be immediately returned to PSD Citywide (US) Inc. unpaid, with a letter to that effect.
- All amounts quoted are in USD dollars and will be invoiced as such. The Client shall be responsible for paying any applicable taxes.
- PSD Citywide expenses including mileage, accommodation, meals, and ground transportation are extra where applicable and will be billed at cost.
- Taxes are extra where applicable. Consulting rates are valid for the term of this agreement only.The Client shall pay invoices within 30 days of receipt of the invoice. Any amounts unpaid after the due date shall be subject to a late charge of 2% per month.
- The Client shall direct all PO information or invoice inquiries to finance@psdcitywide.com.

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Authorization

This contract shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations: Town of Berthoud and PSD Citywide (US) Inc.

Terms and Assumptions Accepted Between:

Town of Berthoud, CO

807 Mountain Avenue

Berthoud, CO 80513

By: _____

(Print Name)

_____

(Signature)

_____

(Date)

By: _____

(Print Name)

_____

(Signature)

_____

(Date)

PSD Citywide (US) Inc.

148 Fullarton Street,

London, ON, N6A 5P3

By: Matthew Dawe

(Print Name)

Signed by: Matthew Dawe
CFA33784C422498...

(Signature)

June 23, 2026

(Date)

Additional Information Required to be Completed by Customer

Does your organization require a purchase order (PO) before issuing payment?

No ☐

Yes - The PO# for this order is: _____

All PSD Citywide Invoices to be Directed to:

Accounts Payable Contact: _____

Telephone: _____

Email Address: _____

Billing Address: _____

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Appendix A – Assets Definitions

Asset Collector: Activation of and training on the mobile app to allow the client to collect point data in the field as well as to update key asset information like attributes and condition.

Finance Integration: Ability to interface with other client systems (i.e. Great Plains) by providing the functionality to export transactions from Citywide into standard formats (e.g., csv, xlsx) and data fields.

Citywide API: Application Programming Interface in the form of a web service allows the ability to interface Citywide with other software systems to import or extract data elements. Setup and documentation provided, client responsible for programming and automating.

Legacy Data Import (Files/Attachments): Ability to import standard format files/attachments (ex. pdf, doc) related to assets from other client systems into Citywide specifically adhering to the Citywide data model and workflow.

Single Sign-On (SSO): Ability to authenticate using the client's identity provider and protocol to automatically log users into Citywide web and mobile.

Citywide GIS Viewer: Allows users to visualize and join spatial information to various Citywide modules (ex. Assets, Permitting, Maintenance Manager, etc.) to aid in decision making processes.

Citywide GIS/Client GIS Integration: Ability to read from the client's enterprise GIS system (i.e. hosted web map/feature services) and display spatial data within the Citywide GIS Viewer.

Post-Implementation 30-60-90 Day Reviews: A personalized support service designed to keep Citywide running smoothly. Benefit from scheduled 30, 60, and 90-day check-ins where our experts conduct comprehensive database reviews and provide tailored recommendations, ensuring your continued success with the system. Involves 3 pre-scheduled 1-hour client meetings at 30, 60, 90 days.

Implementation & Configuration (Data Import): Client must provide data in an excel file**.** PSD Citywide will review the available information in the client's asset listing and suggest classifications based on available data. Some concessions may need to be made to account for client reporting requirements. For example, if PSD Citywide suggests an industry standard classification listing but the client has been financially reporting otherwise, they may require additional asset classifications as well.

When the asset listing has been confirmed, PSD Citywide will move the initial dataset into the software via the Upload Centre. Additionally, PSD Citywide will perform a Quality Assurance check on the data to ensure all the attributes, assets and asset information from the spreadsheet has been moved into the system without anything missing, incorrect or duplicated data.

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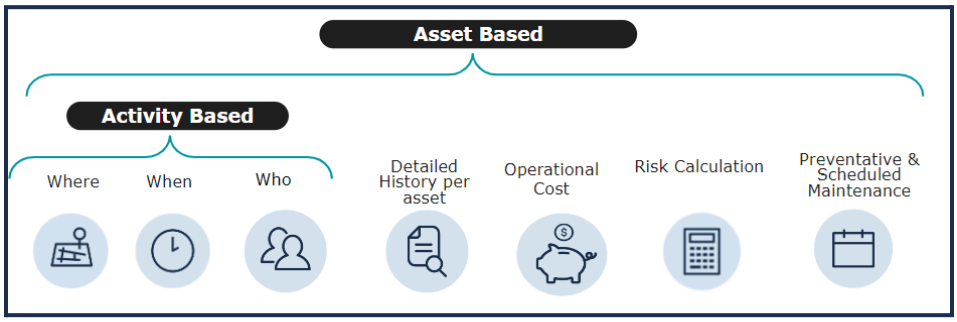
Appendix B - Maintenance Definitions

Pre-Implementation Needs Analysis: Involves assessing the specific detailed client requirements and constraints to ensure goals and project activities are focused on the clearly defined objectives of the project.

Customers & Properties (Upload existing data):
Involves the import of customers & properties data from 3rd party system

Activity Based Work Orders: Involves the ability to create work orders without connecting them to Assets. This allows you to record key details such as where, when, what and who completed work.

Asset Based Work Orders: Takes the WO functionality to the next level, where in addition to Activity based functionality, you will also be able to track a detailed history of activity per asset, operational Costs per Asset. You can also utilize Operational activity costs or occurrences as risk calculation factors. Preventative or Scheduled Maintenance Work Orders also fall under the Asset Based Work Orders category.



Inspection Work Orders: Involves the ability to identify and record custom pass/fail inspection criteria which will result in an inspection result of pass or fail.

Process Checklists: Involves the ability to create custom checklists and procedures associated to Work Orders & Inspections and can be made optional or mandatory before completion of the work order.

Workflow Notifications: This will involve the configuration of custom notification rules, based on specific workflow notification requirements, to ensure email notifications are going to the right person at the right time, in response to custom date or status triggers.

Sandbox for Training & Testing: A sandbox database will be available for the duration of the project for configuration testing and training. Configuration transfer will take place to move final signed off configuration for the Sandbox to the Production environment ahead of client go live

Training Only: When the "Training Only" option is selected, the functionality is available for client use but is not included in the implementation or support of the project. Training will be provided in

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a demo database to enable the client to use this functionality independently in the future, but it will not be customized to the client's specific environment.

Finance Integration: Ability to interface with other client systems (i.e. Great Plains) by providing the functionality to export transactions from Citywide into standard formats (e.g., csv, xlsx) and data fields.

Citywide API: Application Programming Interface in the form of a web service allows the ability to interface Citywide with other software systems to import or extract data elements. Setup and documentation provided, client responsible for programming and automating.

Citywide Customer Portal: Ability for applicants to create an account with the client and submit applications electronically into Citywide for staff review and processing.

Citywide GIS Viewer: Allows users to visualize and join spatial information to various Citywide modules (ex. Assets, Permitting, Maintenance Manager, etc.) to aid in decision making processes.

Citywide GIS/Client GIS Integration: Ability to read from the client's enterprise GIS system (i.e. hosted web map/feature services) and display spatial data within the Citywide GIS Viewer.

Asset Collector via Mobile App: For Maintenance implementation this add on is required if users will need the ability to download and interact with assets while in the field for such activity as adding an asset to a work order, creating a work order from an asset, or clicking on an asset linked to a work order to view further asset details.

Legacy Data Import (Files/Attachments): Ability to import standard format files/attachments (ex. pdf, doc) of completed applications, permits, or licenses from other client systems into Citywide specifically adhering to the Citywide data model and workflow.

Single Sign-On (SSO): Ability to authenticate using the client's identity provider and protocol to automatically log users into Citywide web and mobile.

Test Database (Sandbox): A secondary Citywide database (copy of production) that allows the client to test new features/functions and execute training programs within their organization.

Custom Address Search: Ability to use client data or service to geocode address searching within the Citywide GIS Viewer.

Post-Implementation 30-60-90 Day Reviews: A personalized support service designed to keep Citywide running smoothly. Benefit from scheduled 30, 60, and 90-day check-ins where our experts conduct comprehensive database reviews and provide tailored recommendations, ensuring your continued success with the system. Involves 3 pre-scheduled 1-hour client meetings at 30, 60, 90 days.

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Appendix C – Master SaaS Agreement

This Master Software as a Service Agreement ("**Saas**") Agreement (this "**Agreement**"), dated as ofAugust 1, 2026 (the "Effective Date"), is by and between PSD Citywide (US) Inc., a Delaware corporation with offices located at 148 Fullarton Street, London, ON, N6A 5P3 ("**PSD Citywide**"), Town of Berthoud, CO with offices located at 807 Mountain Avenue, Berthoud, CO 80513. PSD Citywide and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, PSD Citywide provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and PSD Citywide desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions:

a. **"Aggregated Statistics"** means data and information related to Customer's use of the Services that is used by PSD Citywide in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

b. **"Authorized User"** means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

c. **"Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

d. **"PSD Citywide IP"** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, PSD Citywide IP includes Aggregated Statistics and any information, data, or other content derived from PSD Citywide's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

e. **"Services"** means the SaaS offering as described on a schedule to this Agreement, or on a separate purchase order, statement of work, or other document between the Customer and PSD Citywide. Such schedule, purchase order, statement of work, or document is referred to herein as a "Schedule". In addition to ongoing SaaS services, the Services may include implementation services to initiate and integrate the SaaS

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services for the Customer and consulting services. Additional Services may be added from time to time by the parties entering into additional Schedules that refer to this Agreement.

2. Access and Use:

a. **Provision of Access.** Subject to terms and conditions of this Agreement, PSD Citywide hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 24) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. PSD Citywide shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services subject to Section 6. The total number of Authorized Users will not exceed the number set forth on the applicable Schedule, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. **Documentation License**. Subject to the terms and conditions contained in this Agreement, PSD Citywide hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 24) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

c. **Use Restrictions.** The Customer will not: (a) reproduce, sell, rent, assign, lease, sublicense, distribute, pledge, serve third parties, market or commercially exploit, in any way, except as provided in this Agreement the Services or any component thereof; (b) use the Services to process data for other parties or for any purpose or function whatsoever other than for its own internal use; (c) use the Services except as authorized herein; (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear during use of any Services; (e) reverse engineer, decompile, disassemble or create derivative works from the Service or any software that is part of the Service; or (f) use the Services for activities that are illegal or unethical.

d. **Reservation of Rights.** PSD Citywide reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the PSD Citywide IP.

e. **Suspension.** Notwithstanding anything to the contrary in this Agreement, PSD Citywide may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) PSD Citywide reasonably determines that (A) there is a threat to or attack on any of the PSD Citywide IP; (B) Customer's or any Authorized User's use of the PSD Citywide IP disrupts or poses a security risk to the PSD Citywide IP or to any other customer or vendor of PSD Citywide; (C) Customer, or any Authorized User, is using the PSD Citywide IP for fraudulent or illegal activities, or activities outside of

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Customer's ordinary course of business; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PSD Citywide's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of PSD Citywide has suspended or terminated PSD Citywide's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 4(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). PSD Citywide shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. PSD Citywide shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. PSD Citywide will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

f. **Aggregated Statistics.** PSD Citywide may monitor Customer's use of the Services and collect and compile Aggregated Statistics based on Customer Data input into the Services and other sources. As between PSD Citywide and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PSD Citywide. Customer agrees that PSD Citywide may use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Service Levels and Support:

a. **Service Levels.** Subject to the terms and conditions of this Agreement, PSD Citywide will provide support ("Support") for the Services as described on the PSD Citywide Support Schedule, attached hereto as Schedule A.

b. **Support.** The access rights granted hereunder entitle Customer to the Support described on Schedule B for the Term.

4. Fees:

a. **Fees**. Customer shall pay PSD Citywide the fees ("Fees") as set forth in the statement of work without offset or deduction. Pricing contained in the statement of work may be based on certain assumptions and exclusions. If any assumptions and exclusions set out on a Schedule turn out to be incorrect, PSD Citywide may treat any additional work required as a change request from the Customer. PSD Citywide may change any fees payable under any Schedule at any time. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the applicable Schedule. Recurring monthly fees are payable in advance. Other fees are payable in arrears within 30 days of the date of invoice. If Customer fails to make any payment when due, without limiting PSD Citywide's other rights

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and remedies: (i) PSD Citywide may charge interest on the past due amount at the rate of 2% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse PSD Citywide for all costs incurred by PSD Citywide in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, PSD Citywide may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Any payments, or any deposits paid for any Services, are not refundable absent default by PSD Citywide.

b. **Taxes**. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on PSD Citywide's income.

c. **Auditing Rights and Required Records**. Customer agrees to maintain complete and accurate records during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. PSD Citywide may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid PSD Citywide with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 10% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two years after the termination or expiration of this Agreement.

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5. Term: This Agreement will commence upon execution. This Agreement is effective until terminated.

The term ("**Term**") of the various Services will begin on the agreement date and be for a period of 36 months. The Term of each Schedule will automatically extend for a period of 12 months. The Customer may terminate the applicable Schedule at the end of the then current Term by giving at least 60 days prior notice to PSD Citywide. PSD Citywide may terminate the applicable Schedule at the end of the then current Term by giving at least 6 months prior written notice.

PSD Citywide may terminate this Agreement and all applicable Schedules or suspend the provision of Services, if not cured within 15 days following receipt of notice of default, upon the occurrence of any of the following events: (a) Customer fails to comply with any provision of this Agreement, uses the Services beyond the scope described herein, or fails to pay when due; (b) Customer attempts to assign, sub-license, or otherwise transfer any of its rights under this Agreement without the consent of PSD Citywide; or (c) Customer files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Customer, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by Customer of any act or proceeding for the winding up of its business. In addition to termination, all fees for the balance of the then current Term will become immediately payable, reflecting that PSD Citywide's cost of supplying the Services have been spread out over the Term.

6. Security: Logon ID's, passwords or other authentication are required to access the Services. It is the Customer's responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and not share them with others. The Customer is responsible for all activity carried on under its account.
In the event of any suspected unauthorized use of the Services, or any suspected breach of security, including loss, theft, or unauthorized disclosure of password information, the Customer will notify PSD Citywide immediately. In the event of a breach of security, the Customer will remain liable for any unauthorized use of the online Services until it notifies PSD Citywide of such breach.

7. Intellectual Property Ownership; Feedback.

a. **PSD Citywide IP**. Customer acknowledges that, as between Customer and PSD Citywide, PSD Citywide owns all right, title, and interest, including all intellectual property rights, in and to the PSD Citywide IP.

b. **Customer Data**. PSD Citywide acknowledges that, as between PSD Citywide and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to PSD Citywide a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for PSD Citywide to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise

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use and display Customer Data incorporated within the Aggregated Statistics. Upon termination of the Services, the Customer will have 90 days to obtain its Customer Data as may be stored by PSD Citywide subject to the provision of Service, after which PSD Citywide will delete it. Notwithstanding the forgoing, PSD Citywide may retain a copy of Customer Data subject to its record retention policies.

c. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to PSD Citywide by mail, email, telephone, or otherwise, suggesting or recommending changes to the PSD Citywide IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), PSD Citywide is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to PSD Citywide on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and PSD Citywide is free to use without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PSD Citywide is not required to use any Feedback.

8. Updates: The online SaaS Services will be updated by PSD Citywide from time to time in its sole discretion at no additional cost to the extent it provides such updates to its customers generally, provided that the Services are not materially downgraded by doing so. Additional features may be made available from time to time for an additional cost.

9. Customer Responsibility: Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided or enabled by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users or any third party that gains access to the Services or Documentation through Customer or an Authorized User, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

10. Service Levels: PSD Citywide will use commercially reasonable efforts to keep online Services operational on a continuous basis, subject to reasonable maintenance requirements and matters beyond PSD Citywide's reasonable control.
If PSD Citywide, in its sole discretion, deems the Customer to be adversely affecting online Service performance, then PSD Citywide may suspend the online Services to the Customer until the problem is rectified.

11. Limited Warranty and Warranty Disclaimer.

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a. PSD Citywide warrants that the Services will conform in all material respects to the service levels set forth in Schedule B when accessed and used in accordance with the Documentation. PSD Citywide does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit B. The remedies set forth in Schedule B are Customer's sole remedies and PSD Citywide's sole liability under the limited warranty set forth in this Section 12(a).

b. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a),THE PSD CITYWIDE IP IS PROVIDED "AS IS" AND PSD CITYWIDE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PSD CITYWIDE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), PSD CITYWIDE MAKES NO WARRANTY OF ANY KIND THAT THE PSD CITYWIDE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

a. PSD Citywide Indemnification.

i. PSD Citywide shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's United State registered patents or copyrights, provided that Customer promptly notifies PSD Citywide in writing of such Third-Party Claim, cooperates with PSD Citywide, and allows PSD Citywide sole authority to control the defense and settlement of such Third-Party Claim.

ii. If a Third Party-Claim is made or appears possible, Customer agrees to permit PSD Citywide, at PSD Citywide's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make them non-infringing, or (B) obtain the right for Customer to continue use of the Services in accordance with this Agreement. If PSD Citywide determines that neither alternative is reasonably available, PSD Citywide may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and require Customer to immediately cease any use of the Services or any specified feature thereof.

iii. This Section 13(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or

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technology not provided by PSD Citywide or authorized by PSD Citywide in writing; (B) modifications to the Services not made by PSD Citywide; or (C) Customer Data.

b. **Customer Indemnification**. Customer shall indemnify, hold harmless, and, at PSD Citywide's option, defend PSD Citywide from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by PSD Citywide or authorized by PSD Citywide in writing; or (iv) modifications to the Services not made by PSD Citywide, provided that Customer may not settle any Third-Party Claim against PSD Citywide unless PSD Citywide consents to such settlement, and further provided that PSD Citywide will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

c. **Sole Remedy.** THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PSD CITYWIDE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PSD CITYWIDE IP INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PSD CITYWIDE'S LIABILITY UNDER THIS SECTION 12 EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO PSD CITYWIDE BY CUSTOMER.

13. Limitations of Liability. IN NO EVENT WILL PSD CITYWIDE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PSD CITYWIDE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PSD CITYWIDE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PSD CITYWIDE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $100, WHICHEVER IS LESS.

14. Confidential Information: Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, product capabilities or lack thereof), that is disclosed by a party to the other or that is otherwise learned by the other in the course of its discussions or

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business dealings with the other, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

Confidential Information will not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; (d) any Confidential Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed; and (e) any ideas, concepts, know-how, or techniques learned while providing the Services.

The parties will (i) not use Confidential Information for any purpose other than that contemplated by this Agreement; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party, during the term of this Agreement or at any time thereafter; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party, at any time; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party's obligations with the other, and are under confidentiality obligations.

Notwithstanding the above, PSD Citywide may use, share, aggregate and monetize anonymized and aggregate data.

15. Privacy: The parties will treat any personal information in the possession of the other party that they may have access to under this Agreement as required under applicable privacy legislation and each party's own privacy policy as it exists from time-to-time. Neither party will use or disclose such personal information in any way except pursuant to the other party's instructions or to the extent necessary to perform this Agreement. PSD Citywide will use security measures adequate to the sensitivity of the personal information to protect personal information. If PSD Citywide subcontracts any part of its obligations hereunder it will obtain contractual obligations similar to this section from the subcontractor. See our privacy policy for more detail.

16. Non-Solicitation: During the Term and for a period of 12 months thereafter, the Customer will not (directly or indirectly) recruit, hire as an independent contractor, or offer employment to any individual that is then, or has been within the previous 12 months, an employee of PSD Citywide. If the Customer breaches this section, the Customer shall pay to PSD Citywide as liquidated damages and not as a penalty (the customer acknowledging that the cost and time to PSD Citywide to train and bring a new employee to an efficient level can be significant) an amount

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equal to the employee's base annual salary as at the date of termination of employment with PSD Citywide.

17. **Prior Agreement**: This Agreement and all applicable Schedules contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement is binding on either party. This Agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.

18. Survival: The provisions of this Agreement pertaining to Confidential Information, privacy, and non-solicitation will survive the termination of this Agreement. Other sections pertaining to rights and obligations which by their nature should survive termination are hereby confirmed to so survive.

19. Force Majeure: In no event shall PSD Citywide be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond PSD Citywide's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, pandemic, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

20. Notice: All required notices, or notices which may be provided in accordance with this Agreement, will be in writing and will be duly provided for if the notice is remitted to its addressee by courier, mail, or e-mail (provided that notices sent by e-mail are only effective if the recipient confirms receipt by reply email), if to PSD Citywide to the address at the bottom hereof, and if to the Customer to the address set out on the applicable Schedule, or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner provided for in this section. Every notice delivered in the manner provided for herein will be deemed to have been received: when delivered or by e-mail the first business day after the date received; or the fifth business day following the date of mailing, if sent by mail.

21. Amendment and Modification; Waiver. No amendment to or modification of this Agreement, except as otherwise provided herein, is effective unless it is in writing and signed by an authorized representative of each Party. Nothing in a Schedule may amend this Agreement unless the Schedule explicitly states that the Schedule is amending this Agreement, refers to the section being amended and is signed by both parties. Any specifications, work requests, statements of work, budgets or other documents that are signed by the parties or explicitly incorporated by reference within other signed documents from time to time form part of this Agreement and the applicable Schedule under which they are prepared. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as

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a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

22. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

24. Assignment. PSD Citywide may assign this Agreement at any time in its sole discretion. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of PSD Citywide. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

25. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

26. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

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27. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF this Agreement has been entered into by the parties hereto as of the _____ day of _____, 2026.

PSD Citywide (US) Inc.
By: _____ Signed by: Matthew Dawe CFA33784C422498...
Name: Matthew Dawe
Title: CEO

Town of Berthoud, CO
By: _____
Name: William Karspeck
Title: Mayor

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Schedule A: Support Schedule

This schedule sets out support levels provided by PSD Citywide for its SaaS products. This schedule is subject to the terms of the SaaS Agreement to which it is attached.

PSD Citywide supports its SaaS products in a number of ways, including in product help, and support web pages.
If the Customer must contact PSD Citywide for support, PSD Citywide will do so based on the metrics below.

Error Classification / Description for reporting to VENDOR	Description & Target Action(s) & Target Response Times from VENDOR
CRITICAL System cannot run. A time critical user job is stopped and affecting a significant number of users.	**Response Time:** **Within 4 hours from the time PSD Citywide is notified of the Error** (for Critical Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is made by PSD Citywide to resolve the Error within 1 working day
HIGH PRIORITY An important operational user job is stopped. A time critical user job is at risk of stopping or malfunctioning; an important function of the System is malfunctioning.	**Response Time:** **Within 8 hours from the time PSD Citywide is notified of the Error** (for High Priority Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is to be made by PSD Citywide to resolve the Error within 2 working days.
MEDIUM A non-urgent job is not executable. System malfunction has infrequent or minor user impact.	**Response Time:** **Within 2 working days from the time PSD Citywide is notified of the Error** (for Medium Priority Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is to be made by PSD Citywide to resolve the Error within 3 working days
LOW The Error has no current impact on any end user. There is a locally identified cure or workaround available.	**Response Time:** **Within 3 – 5 working days from the time PSD Citywide is notified of the Error** (for Low Priority Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is to be made by PSD Citywide to resolve the Error on a best effort basis.

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VENDOR'S RESPONSIBILITIES

The Vendor shall:

Provide Support to the client for the System as defined within the Error Priority and Response Chart and correct and resolve any Errors;

Ensure on a best effort basis that the System, and each part or component thereof, will operate and function without Error following the introduction of all Updates provided by the Vendor;

Ensure on a best effort basis that the System will operate and function without Error on any updates, repairs, replacements or fixes including, without limitation, software patches or bug fixes;

Ensure on a best effort basis that the System will operate and function without Error on new releases of any Vendor supplied proprietary tools and components in, or used for, the System and shall provide the Customer with reasonable prior written notice of any planned changes or modifications to all such tools and components;

CUSTOMER RESPONSIBILITIES

The Customer shall:

Provide all necessary information and assistance requested by Vendor to understand and describe an Error in order to allow the Vendor to carry out its duties.

Make all requests for support through the PSD Citywide support portal. Customer shall provide a detailed description of the issue, steps to replicate the problem and other assistance as requested by the Vendor.

The Customer shall advise the Vendor of any changes to their business requirements that may necessitate a review or modification of the Vendor’s services.

The Customer will notify Vendor of any planned, scheduled outages or changes to their environment by notifying Vendor at least 14 business days in advance. Customer is responsible for providing all relevant details of changes within the notification and also perform their own integration testing.

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Agreement Addendum

This Agreement Addendum (the "Addendum") is made and entered into this __ day of__, 2026 (the "Effective Date"), by and between the Town of Berthoud, a Colorado statutory municipal corporation with an address of 807 Mountain Avenue, Berthoud, CO 80513 (the "Town"), and PSD Citywide (US) Inc., a Delaware corporation with an address of 148 Fullarton Street, 9th Floor, London, ON N6A 5P3, Canada ("PSD Citywide") (each a "Party" and collectively the "Parties").

Whereas, the Town is purchasing Local Government and Asset Management Software (the "Software") from PSD Citywide under the PSD Citywide Service Level Agreement, as entered into by and between the Town and PSD Citywide as of the Effective Date (the "Agreement"); and

Whereas, the Parties wish to modify the terms of the Agreement as it applies to the Town as provided herein.

Now, Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effect of Addendum. The provisions of this Addendum shall supersede any conflicting provisions in the Agreement and any other terms and conditions in any other agreements with PSD Citywide, whether in place now or added later. Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail only to the extent of such conflict. Capitalized terms used and not defined in this Addendum have the respective meanings assigned to them in the Agreement.

2. Term and Termination.

a. This Addendum shall commence on the Effective Date, and shall continue for the Term.

b. Either Party may terminate the Agreement upon 30 days advance written notice. If the Agreement is terminated early, the Town shall pay a prorated portion of the annual fee. However, the Town will not pay liquidated damages or pay a penalty for early termination under any circumstances, and if PSD Citywide has substantially or materially breached the Agreement, the Town shall have any remedy or right of set-off available by law and equity. In the event of termination for convenience, no refund will be owed for pre-paid fees.

3. Payments. PSD Citywide shall provide to the Town reasonable proof of all estimates and invoices prior to issuance. The Town agrees to pay all invoices and make all payments within 30 days from the date of the invoice or notice of payment.

4. Responsibility. PSD Citywide hereby warrants that it is qualified to assume the responsibilities and render the services described in the Agreement and has all requisite corporate authority and licenses in good standing, as required by law. The Town's review, approval or acceptance of, or payment for any services, shall not be construed to operate as a waiver of any rights under the Agreement or of

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any cause of action arising out of the performance of the Agreement. PSD Citywide warrants that it is authorized to execute this Addendum.

5. Compliance with Law. PSD Citywide shall at all times comply with all applicable laws, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

6. Independent Contractor. PSD Citywide is an independent contractor. Notwithstanding any other provision of the Agreement, all personnel assigned by PSD Citywide to perform services under the Agreement shall be, and remain at all times, employees or agents of PSD Citywide, for all purposes.

7. Insurance.

a. PSD Citywide shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by PSD Citywide pursuant to the Agreement. At a minimum, PSD Citywide shall procure and maintain, and shall cause any subcontractor to procure and maintain the insurance coverages listed below, with forms and insurers acceptable to the Town.

i. Worker's Compensation insurance as required by law.

ii. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

b. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or reduced in coverage without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such

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continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance, and the Town shall not be responsible for any deductible losses under any policy.

c. PSD Citywide shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect.

8. Indemnification.

a. PSD Citywide agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of PSD Citywide's work or the Software if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of PSD Citywide, or any subcontractor, officer, employee, representative, or agent of either, or which arise out of a worker's compensation claim of any employee of either.

b. The Town does not and will not indemnify PSD Citywide under any circumstances.

9. Limitations of Liability.

a. Except with respect to damages caused by gross negligence, willful misconduct or fraud in no event shall PSD Citywide's total aggregate liability arising out of or relating to the Agreement shall exceed $200,000. No other limitations of liability shall be effective against the Town.

b. Neither party shall be liable for lost profits, loss of use or date, business interruption or indirect, special, incidental or consequential damages, whether in contract, tort or otherwise.

10. Arbitration and Waivers. The Town shall not be obligated to participate in any arbitration for any dispute related to the Agreement, and the Town does not waive its right to a jury trial or its right to participate in a class action under any circumstances.

11. Taxes. Consistent with C.R.S. § 39-26-704, the Town shall be exempt from paying any taxes on the purchase of the Software. The Town will provide PSD Citywide with an appropriate tax-exempt certificate.

12. Confidentiality. The Parties agree that any confidentiality provisions in the Agreement shall be subject to the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees. The Town will provide PSD Citywide with prior written notice of any disclosure made subject to the preceding sentence, as permitted by law.

13. Customer Data. If the Agreement is terminated, the Town shall have access to all of its customer and personal data that is stored on the Software for a period of thirty (30) days following such

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termination. The Town shall not be charged a fee for retrieving its customer or personal data by PSD Citywide or any other party.

14. Non-Compete and Non-Solicitation. The Town shall not be subject to any provisions regarding limitation of employment of current or former employees of either Party, including without limitation provisions regarding the non-solicitation, non-compete, or any other similar limitations on employment between the Parties.

15. Miscellaneous.

a. *Governing Law and Venue*. The Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning any of the provisions of the Agreement shall be brought in Larimer County, Colorado.

b. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of the Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of the Agreement.

c. *Third Parties*. There are no intended third-party beneficiaries to the Agreement.

d. *Severability*. If any provision of the Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

e. *Modification*. The Agreement, including changes to the scope of work, may only be modified upon written agreement of the Parties.

f. *Assignment*. Neither the Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

g. *Rights and Remedies*. The rights and remedies of the Town under the Agreement are in addition to any other rights and remedies provided by law. The expiration of the Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

h. *Governmental Immunity*. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

i. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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j. *Force Majeure*. No Party shall be in breach of the Agreement if such Party's failure to perform any of the duties under the Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under the Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

k. *Accessibility*. PSD Citywide shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to PSD Citywide's noncompliance with such accessibility standards.

l. *Electronic Signatures*. The Parties intend that this Addendum be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq*.

In Witness Whereof, the Parties have executed this Addendum as of the Effective Date.

Town of Berthoud, Colorado

_____
William Karspeck, Mayor

Attest:

_____
Christian R. Samora, CMC, Town Clerk

PSD Citywide (US), Inc.

By: Signed by: Matthew Dawe _____
CFA33784C422498...

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 23rd day of June, 2026, by Matthew Dawe as CEO of PSD Citywide (US), Inc.

My commission expires:

(Seal)

_____
Notary Public

Proposal Response

Local Government and Asset Management Software

Town of Berthoud, CO

PSD Citywide Contact:

Jeff Muir, Regional Manager
400 Continental Blvd.,
El Segundo, California, 90245
e: jmuir@psdcitywide.com
p: (519) 495-8548

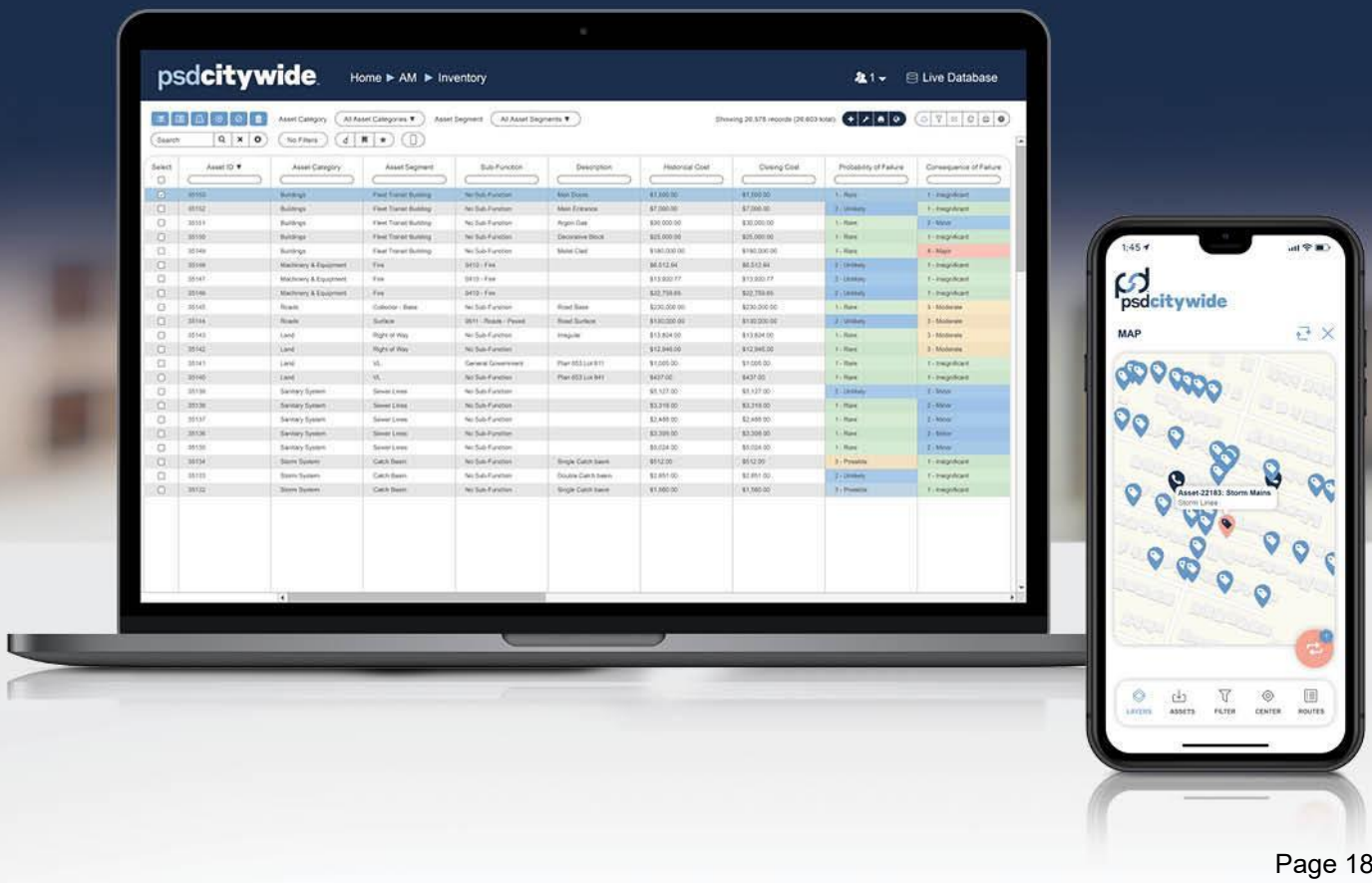


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Executive Summary

PSD Citywide (US) Inc., is a privately held North American software and consulting firm, incorporated in Canada and the United States, with over 20 years of experience supporting municipalities, utilities, conservation authorities, and public-sector organizations. With a local office in Los Angeles, PSD remains founder-owned and is recognized as a leading provider of integrated enterprise asset management, maintenance, permitting, licensing, planning, GIS, and budgeting solutions.

PSD's cloud-based Citywide Platform provides fully integrated modules for asset lifecycle management, maintenance operations, permitting, planning, and licensing. Designed as a true enterprise system, all modules share a centralized database, eliminating data silos and improving decision-making. Mobile applications and customer portals support digital service delivery, field operations, and real-time visibility. Our solution is one of the few on the market that was purpose built to be a fully integrated EAM and PPL solution while many others were connected through capital growth firms acquiring separate tools and piecing them together. This results in an easy-to-use solution for our clients with access to regular updates and enhancements.

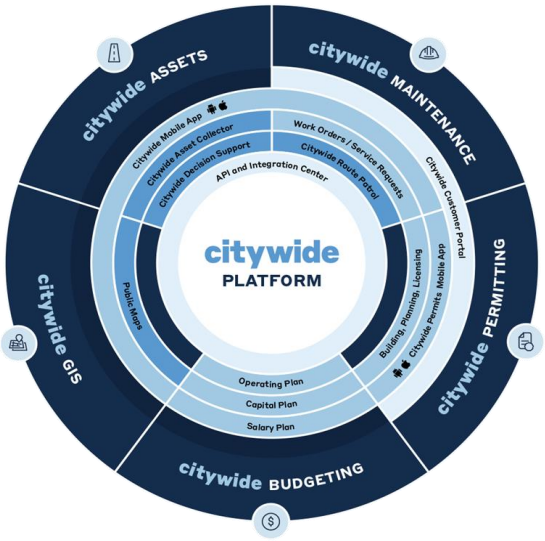
For this project, PSD proposes implementing Citywide Assets, Citywide Maintenance, and Citywide Permitting—providing comprehensive asset inventories, work order and preventive maintenance workflows, end-to-end permitting and licensing management, planning application tracking, and code enforcement capabilities. The solution is entirely web-hosted, requiring no hardware, additional licenses, or on-site IT resources.

A PMBOK-aligned methodology guides implementation, with an anticipated 8-16 month timeline beginning in Q2 2026. PSD provides structured data migration services, flexible API-based integrations (including Esri ArcGIS and third-party financial systems), and a full training program using a Train-the-Trainer model. Following go-live, the Town receives a 90-day enhanced support period, access to ongoing software updates at no additional cost, and full use of PSD's support center and training materials.

Vendor Qualifications and References

PSD Citywide is a privately held firm incorporated in both Canada and the United States, with a local office in Los Angeles, CA. Founded in 2003 and still owned and operated by its founders, PSD maintains a long-term commitment to the industry. The company is one of North America's leading providers of integrated enterprise asset management, permitting and licensing, land management, maintenance management, budgeting software, and consulting services.

Our team of over 130 professionals includes engineers, accountants, technical specialists, analysts, former senior municipal managers, GIS and operations experts, and software developers. PSD is fully ADA compliant and provides accessibility and Human Rights Code training to all employees. Our advisors and analysts are certified through the Institute of Asset Management (IAM) and follow industry best practices, including ISO 55000 standards. PSD does not use third parties or external consultants for software implementation, ensuring clients work directly with one organization from start to finish.



Software Services

At PSD Citywide, our mission is to improve the quality of life in communities by supporting the people who manage them. We are committed to delivering solutions that help municipalities operate more efficiently, transparently, and sustainably. The PSD Citywide Software Platform provides everything required for asset management, budgeting, permitting, CMMS, and GIS.

Our core modules include Citywide Assets, Citywide Maintenance, Citywide Permitting, Citywide GIS, and Citywide Budgeting, with additional functionality through mobile applications for asset management, maintenance, service requests, and permitting, as well as customer portals for permits, planning, licensing, and service requests.

References

Additional references can be provided upon request.

City of San Rafael, California

Products	Citywide Assets, Citywide Maintenance, GIS Viewer, API, SeeClickFix Integration
Timelines	June 11, 2024, to March 31, 2025
Contact	Jonathan Schellin (415) 485-3355 jonathan.schellin@cityofsanrafael.org
Project Description	
The City of San Rafael partnered with us on a transformative 10-month implementation project aimed at enhancing their citywide infrastructure and service management. This included deploying the Citywide Maintenance and Assets modules, integrating with GIS data, and	

connecting with the third-party platform SeeClickFix for streamlined citizen service request intake.

Town of Carleton Place, Ontario

Products	Citywide Planning, Citywide Assets, Citywide Maintenance, Customer Portal, Payment Integration
Timelines	July 2023 – November 2023
Contact	Trisa McConkey, Treasurer (613) 257-6221 tmcconkey@carletonplace.ca
Project Description	
Carleton Place partnered with PSD Citywide in 2023 to implement a comprehensive permitting and municipal operations solution including Citywide Permitting, the Customer Portal, Citywide Assets, Citywide Maintenance, and Moneris payment integration. In addition to modernizing permitting and replacing paper-based forms, the project centralized the Town's asset inventory and maintenance activities into a unified, web-hosted platform. Citywide Assets provided standardized asset data and lifecycle planning tools, while Citywide Maintenance enabled streamlined work order management, mobile field updates, and improved tracking of service requests and maintenance history. The implementation also included GIS integration, mobile access, and legacy data migration, supported by weekly coordination meetings and proactive management of staff availability and change-management needs.	

City of Holmes Beach, Florida

Products	Citywide Assets, Maintenance, and Asset Collector
Timelines	February 2025 – April 2025
Contact	Grace Goggin, Executive Assistant for Public Works (941) 708-5800 Ext. 244 ggoggin@holmesbeachfl.org
Project Description	
The City of Holmes Beach is a major tourist destination that welcomes tens of thousands of visitors each year. In January 2025, the City implemented Citywide software and has since successfully completed the go-live process. Prior to this implementation, the City relied on an outdated system that failed during two major storms, forcing staff to revert to pen-and-paper methods. To avoid future disruptions, the City sought a more intuitive and reliable solution for both field crews and administrative personnel. Citywide now serves as the City's central platform for tracking assets and documenting maintenance activities. This improved system not only streamlines daily operations but also plays a critical role in supporting accurate and efficient FEMA reporting following storm events.	

Functional and Technical Response

Proposed Solution

To achieve the Town's objectives, we propose implementing our Citywide Platform including three core modules: **Citywide Assets**, **Citywide Maintenance** and **Citywide Permitting.** This includes asset and maintenance management, as well as permitting, planning and licensing capabilities with unlimited users within our single platform. To view examples of our system functionality, please see Appendix II.

The proposed modules for our Citywide Platform solution include:

Citywide Modules in Scope

Core Modules	Citywide Add-On Features
○ Citywide Assets	• Citywide Mobile Application with Asset Collector
○ Citywide Maintenance	• Citywide Maintenance Mobile Application • Code Enforcement Module
○ Citywide Permitting	• Citywide Permits: Building and Others • Citywide Planning Module • Citywide Licensing Module • Customer Portal • Citywide Permits Mobile Application
○ Citywide GIS Viewer	

Core Modules

1. Citywide Assets

Citywide Assets is an integrated enterprise solution that enables municipalities to collect, track, and manage all asset data within a centralized, user-friendly platform. It supports full asset lifecycle evaluation, risk assessment, and cost analysis, allowing departments to make informed, data-driven decisions. Users can build detailed asset profiles with custom attributes and hierarchical structures to manage complex systems and monitor performance over time.

As a single source of truth, Citywide Assets brings together asset, maintenance, and financial data to support lifecycle planning, risk and condition reporting, service level tracking, and accurate financial reporting. The system adapts to operational workflows, regulatory requirements, and long-term strategies for all asset types. Fully integrated with other Citywide modules, it updates asset information in real time as inspections, work orders, and related activities occur—eliminating data silos and improving efficiency and decision-making.

Citywide Assets: Features & Benefits

- **Asset Inventory and Lifecycle Management** – The system supports asset inventory and lifecycle management, enabling municipalities to collect, track, and manage data for every asset within a centralized platform, with detailed lifecycle event tracking and customizable lifecycle strategies for maintenance, rehabilitation, preventative maintenance, and replacement.
- **Asset Categorization** – This allows users to manage any type of asset, including horizontal infrastructure, vehicles/equipment, facility infrastructure and assets, pavement infrastructure, parks/park assets, and traffic signal equipment.
- **Reporting and Dashboards** – Enables users to generate and save comprehensive, customizable reports and dashboards for analysis and transparent communication with stakeholders.
- **Financial Analysis of Assets** – Including current and future costs for deferred maintenance, is supported through asset financial and replacement analyzes, default financial reports, and tools for forecasting capital plans.

Citywide Mobile Application with Asset Collector

Citywide Mobile is a field-ready application compatible with both iOS and Android, optimized for mobile and desktop use. It supports inspections, work requests, and equipment management in the field, while system administration, reporting, and workflow

updates remain on the desktop platform for a focused user experience. The app also works offline, and syncs automatically once connected to the internet. **Asset Collector** further enhances field operations by enabling staff to access detailed asset information, complete visual condition assessments, add missing assets, and improve GIS accuracy with built-in GPS. Users can attach photos, notes, and other details, and use barcode or QR code scanning to quickly locate and update inventory, equipment, and vehicles.

2. Citywide Maintenance

Citywide Maintenance is a flexible and robust CMMS that helps municipalities prioritize, schedule, and monitor maintenance activities across all departments. With integrated service requests, work orders, and preventative maintenance, it streamlines coordination between office and field staff. Its configurable workflows, approvals, automated scheduling, inventory tracking, and detailed classifications support clear planning, assignment, tracking, and reporting. The mobile app enables real-time (and offline) updates, extending full functionality to the field and improving operational transparency and accountability. Citywide Maintenance enables municipalities to plan, manage, assign, record, and report on all maintenance activities in one system, serving as a scalable, long-term solution that supports data-driven decision-making and expansion of maintenance management across all services while maintaining efficiency.

Citywide Maintenance: Features & Benefits

- **Maintenance Scheduling and Work Orders** – Supported with user-friendly scheduling capabilities, easy viewing of upcoming scheduled work orders, and the ability to track contracted work orders and completed maintenance.
- **Condition Assessment and Depreciation Tracking** – Provided through condition and lifecycle tracking, dynamic deterioration curves, and default reports such as Condition Reports, Projected Condition Reports, and Amortization Reports.
- **Capital Improvement Planning (CIP)** – Users can develop optimized CIP scenarios, balance budgets, and prioritize based on strategic, economic, social, environmental, or operational goals.
- **Maintenance Tracking Features** – Users can track request statuses, schedule maintenance inspections, and communicate with staff.

Code Enforcement

Code enforcement is configured in Citywide Maintenance as a fully supported module, with training, testing, customization, and go-live assistance included in implementation. Requests can be submitted through the Citywide Portal using customizable forms with mandatory fields, and users select their concern from a Town-defined list of service or complaint types. After submission, users receive an acknowledgment email and can log into the **Customer Portal** to track the status of their requests. Once received, the Town can triage and assign complaints to inspectors, who use the mobile application to conduct field inspections, add photos, files, and notes, and submit results. All updates sync back to the Customer Portal so residents can view the status and resolution of their code enforcement requests

3. Citywide Permitting

Citywide Permitting is an intuitive enterprise solution that centralizes all permitting, licensing, and planning activities with integrated dashboards, workflows, GIS and parcel management, a public portal, and a mobile app. The system fully automates application

processes, allowing customers and staff to create unlimited applications and move them through planning, zoning, and building code enforcement until issuance. Users can schedule and track inspections, monitor staff time, and trigger notifications, with optional integration to payment processing systems for all permit and planning fees.

Inspectors can access task lists, violation histories, property records, and past inspection results in the field, completing inspections on a smartphone or tablet with photos and notes attached. Staff also have real-time access to comprehensive property, applicant, and project details—including ownership, contractor information, status updates, permit dates, construction type, intended use, and project value—ensuring accurate, efficient, and informed permitting operations.

Citywide Permitting: Features & Benefits

- **Streamlined Permit Processing** – Simplify and expedite the permitting process with electronic submissions, automated workflows, and integrated fee management.
- **Workflow Management and Approvals** – Supported with electronic submissions, automated workflows, and the ability to generate and track submittals with date and time stamps.
- **Automated Referral Process** – The system provides an automated referral process with automated notifications and communications and supports re-submittals and inspection scheduling and tracking.
- **Inspection Tracking** – The system enables users to track and schedule all associated inspections, providing staff and inspectors with access to personal task lists, violation histories, property records, and previous inspection results.
- **Permits History** - The Town can house all permit records in one location, allowing users to track the full permit history, including property details, owners, roll numbers, zoning, usage, notes, and permit history in an integrated system.

Citywide Planning Module

The Planning module supports users throughout the planning process of land development, from the creation and actioning of pre-consultation applications to the creation, actioning, and completion of planning applications. Users can set new Application Types and view application types in a grid, view all applications in a grid, complete reviews, process and track application fees and refundable fees, and complete appeals.

Citywide Planning: Features & Benefits

- **Invoice Generation** – Using the Printouts feature in the application summary, users can access PDF files for a printout of the application summary and receipt which displays fee amounts, payments, and payment history.
- **Incoming Notification Sets** – These notifications are triggered based on status changes or other user-defined criteria, and the recipients (such as the Planning Manager) are selected during setup. Notifications can be sent for application status changes, inspection types, and license renewals, ensuring the appropriate staff are informed at the right time.
- **Land Development Process** – Fully plan the land development process, tracking each stage of the planning process from pre-consultation to planning application to final approval & actioning.

- **Review Reports** – Generate and review reports related to the planning process so that grouping of data can be completed more efficiently.
- **Letter Generation** – Generate letters specific to each phase of the planning process using the letter builder functionality so that all the stakeholders can be informed.

Citywide Licensing Module

The Licensing module allows users to manage an unlimited number of license types from the initial application through to license issuance, and automatic renewal and expiration notifications. The license module supports users throughout the application process from the creation of the application, internal reviews, inspections and managing all fees. Staff and inspectors have access to important real-time information.

Citywide Licensing: Features & Benefits

- **Licensing and Citizen Concerns** – The Citywide Portal allows for the submission and tracking of various applications including those related to licenses. It also provides a mechanism for citizens to lodge complaints and concerns through service requests.
- **Various License Types** – The following license types, Business Licensing, Liquor Licensing, Natural Medicine Licensing, and Marijuana Licensing can be defined in the system, and the Portal allows for applications relating to these licenses to be submitted by both Town staff and external users.

Permits Mobile Application

The **Citywide Permits Mobile Application** is available for iOS or Android devices. This mobile application allows inspectors to view, schedule, organize and complete inspection tasks right from a mobile device with no internet required in the field. Staff can view critical permit documents, previous inspection results, input the results of inspections, attach photos, and even update permit information. The inspection list helps inspectors better plan their week.

Offline mode is available as a standard, allowing users to work offline and sync data when internet connection is unavailable.

Customer Portal

The **Citywide Customer Portal** empowers municipalities to provide citizens and organizations with a seamless and efficient platform for managing Service Requests, Building, Planning, License, and other permit applications. Through the portal, users can register and create accounts to submit applications electronically, track their progress and statuses in real-time, and upload required documents directly. Fully integrated with the Citywide Permitting platform, this portal can be fully managed from end to end by the Town.

Citywide Customer Portal: Functionality & Benefits

- **Online Submission** – Enables applicants to submit service requests permit applications, track status, upload documentation, and schedule inspections online, all fully integrated with the system.
- **Online Payment Functionality** – Integrated online payment functionality provides a secure and convenient way for applications to complete transactions. Payments processed are automatically linked to permit records.

- **Geo-Location Abilities** – Users can accurately identify permit locations on an interactive map, enabling precise submissions and coordination of inspections.

4. GIS Viewer

Citywide GIS Viewer integrates GIS data into the Citywide platform, offering users an enhanced experience in accessing and managing geographic information. This integration improves data accessibility, reduces manual data entry errors, and supports better decision-making by providing a unified view of geographic data.

In most cases, spatial data and mapping-related updates are managed within the Town's GIS as the authoritative system for geospatial information. Citywide then provides flexible integration options to ensure seamless synchronization of asset data between the two systems. To view our external integration abilities please see the Integrations section.

Integration Options

- **Automatic Integration**: This method seamlessly connects to WMS/WFS services using a common ID, enabling the direct loading of related assets and custom links for immediate access. By automatically displaying GIS data, this approach ensures smooth data integration and enhances workflow efficiency.
- **Manual Integration**: This option imports GIS files as points, linking them to inventory assets through unique IDs. Supported by scheduled tasks, this method automates data synchronization, ensuring accurate and up-to-date information is maintained across systems.

Implementation Plan

In this section, the Town can find our proposed implementation timeline and work plan. The final project plan would be constructed and agreed upon at the kickoff meeting. Our team provides full implementation management, including setup, configuration, training, and support. Our project manager ensures quality and communication, following PMBOK standards, to deliver the project on time and within budget.

PSD Citywide does not prescribe a fixed FTE requirement, as implementation effort varies by scope and complexity. We recommend the client designate one internal Project Manager/Lead (single point of contact) to ensure coordination and continuity. This staff will need to dedicate an average of 4-6hrs/week during implementation.

PSD Citywide will implement our proposed Citywide Platform in approximately **8-16 months** beginning in Q2 of 2026. PSD is well positioned to run both phases simultaneously should the client have available resources.

Phase	Module	Timeline
Phase 1: Citywide Maintenance	• Citywide Assets Implementation • Asset Register Set Up • GIS Viewer (ESRI ArcGIS Online Integration) • Citywide Maintenance Implementation • Work Orders, Service Requests, PM Events • Citywide Mobile and Asset Collector	**8 to 16 months**
Phase 2: Citywide Permitting	• Citywide Permitting: Building Permits and Other Permits • Citywide Planning • Citywide Licensing	

	• Code Enforcement • Citywide Customer Portal	

*** Note**: The implementation timelines provided are preliminary estimates. The final implementation plan will be developed in close consultation with Town staff to ensure alignment with operational needs and priorities.

User Access Configuration & Security Setup

We implement role-based access controls that allow administrators to create and configure roles and permissions for users, including admin, users, mobile workers, and viewers. Access can be restricted or granted based on user roles and responsibilities, with options to assign full administrator rights, module-specific administrator roles, custom roles such as read-only, or deny access to specific modules. These controls are fully configurable within the system, ensuring that all user actions are governed by defined access control lists and rules.

Audit trails are maintained for every login, configuration change, data update, action, and user modification, with each event logged alongside a timestamp, action, and user ID. Audit logs are viewable by administrators but cannot be edited or deleted by any user. User access can be immediately revoked by client administrators

Data Migration Strategy

PSD will work with the Town to determine the full scope of the project prior to finalizing the project scope. PSD Citywide's implementation consultants will work with Town staff to migrate all assets, maintenance and permitting information from the legacy databases into Citywide. This process will involve extensive up-front planning to account for any potential risks or roadblocks and their potential solutions, as well as working with the Town to determine a plan for data conversion in an agreeable format. If the file structures prevent the conversion of data PSD will work with the Town to provide an alternative means to view historical data.

Integrations

PSD Citywide supports integrations with third-party platforms through secure APIs, scheduled imports, and the Citywide Upload Center, making data exchange simple, secure, and flexible. The Town may choose full API automation or manage processes through scheduled exports/imports, and the platform accommodates both approaches.

The **Upload Center** is a secure, browser-based tool that allows administrators to import data without vendor support. It is commonly used for bulk asset or inventory imports, updating asset attributes, uploading inspections and maintenance logs, and syncing records from systems such as finance, HR, or permitting. The tool validates data against templates, checks for errors, and provides feedback prior to import, ensuring accuracy and reducing administrative workload.

For **API-based integrations**, PSD Citywide provides access to its API library and exposes required endpoints to support data exchange. PSD is also an FME partner and offers published connectors for efficient integration. Integration effort varies depending on complexity and method (data dumps, database connections, or API calls). While PSD provides the necessary API information, the Town is responsible for coordinating with

external system administrators and establishing the connection using an integration platform such as **FME** or **Workato**.

Integrations with External Systems

Laserfiche
Our attributes allow users to create a hyperlink to third party solutions, such as Laserfiche.

ESRI ArcGIS
The GIS Viewer is designed to integrate with the City's Esri ArcGIS for property mapping (including addressing). Citywide is GIS centric and the viewer allows the City to map properties and associate owners and other contacts to specific addresses or projects.

Payment Integration
For integration with the financial system, **Xpress Bill Pay**, it is facilitated through leveraging the payment gateway already integrated with the ERP, exporting data in the required structure, or utilizing API routes for direct integration.

SCADA
SCADA and CCTV integration and functionality are available using our API library.

811 Integration
Our API is available to support an integration with 811 should the city wish to explore this option using internal resources. A PSD led integration would require further scoping and budget should the City wish to seek external support on this need.

Training Plan

PSD has included **robust end-user training** for each of the proposed modules. Training plans and agendas are available upon request. End-user training is available remotely or on-site, with in-person sessions potentially incurring standard travel expenses, and all training is completed before project closure.

In addition, PSD uses a **train-the-trainer** model to equip designated Client Admin users with the skills to train new hires and manage the system independently.

Training plans are fully customizable based on evolving implementation needs, budget, and preferred session formats, with all online sessions recorded. Before training begins, PSD's Training and Implementation Specialists work with the Town to assess internal knowledge levels, identify department-specific needs, and develop tailored training plans and materials. Delivery includes hands-on workshops for Admin/Power Users and end-users, covering all agreed-upon system functions, along with administrator-level instruction such as user management, permissions, notifications, reporting, and updates to permitting, planning, and licensing information.

Training can be provided online—PSD's preferred and most effective format—or in person upon request, with additional travel costs as applicable. The Train-the-Trainer model supports long-term self-sufficiency by enabling ongoing internal training, streamlined onboarding, and scalable system use, though PSD can also provide full training sessions for additional users if desired. To minimize operational disruption, training occurs in a test environment mirroring production, with the Town receiving three environments: Production, Training/Test, and Development. This allows staff to practice real scenarios

independently and reduces reliance on PSD support. All training resources—including documentation (PDF/Word), online videos, recorded webinars, step-by-step user guides, and continuously updated materials—are provided at no additional cost.

Support Plan

We have developed a detailed transition plan with a dedicated Go-Live period. Our primary goal is to provide the Town with the necessary support and resources to settle comfortably within the new system while maintaining uninterrupted Town services.

Post Go-Live Checkup

The Town will benefit from scheduled 30-, 60-, and 90-day check-ins where our experts conduct comprehensive database reviews and provide tailored recommendations, ensuring your continued success with the system. Every 30 days for 3 months after go-live, PSD Citywide commits to:

- 4 hours for prep:
  - Review of customer system health
  - Plan agenda & content
  - Communicating with the Town to confirm any pressing questions/issues they want added to the top the agenda
- 1 hour client call
- 1 hour follow up and next step recommendations (update e-mail to Town). This process may involve recommended tasks for the Town to complete, recommended professional services to purchase or access video tutorials.

Upgrades and Enhancements

Users never need to install, manage, or upgrade software, and no extra licenses, equipment, or on-site IT support are required. Weekly bug fixes and quarterly major updates are deployed server-side for instant availability and zero unscheduled downtime, with mobile users prompted when new app versions are available. Annual Web Hosting provides secure, reliable service with redundant internet, daily on- and off-site backups, 24/7 monitored security, fire suppression, and a climate-controlled, access-restricted server environment. The Town stays informed through release notes on the home screen and a monthly newsletter with enhancements, tips, and tutorials. Major version rollouts include at least three months' notice and coordinated transitions to maintain seamless data consistency.

To ensure compliance with the page limit, PSD has provided our Service Level Agreement (SLAs) in Appendix III.

Customer Support

We provide 24/7 support through the Citywide Support Centre, along with email support from 8:00am to 8:00pm EST, Monday to Friday, at support@psdcitywide.com. The Support Centre also offers FAQs, video tutorials, detailed user guides, and the ability to submit support requests directly through the system, all included as part of PSD Citywide's annual support. Once the software is implemented, new and existing users have on-demand access to training and assistance. All support requests and troubleshooting tickets are tracked in JIRA, including timestamps, issue type, and resolution, with fixes typically delivered through direct communication by email or phone.

Pricing Proposal

Summary

Please see Appendix I below for a detailed breakdown of our fixed fee implementation, training, and annual support and maintenance fees.

Implementation & Training	Amount
Citywide Assets & Maintenance	$54,000.00
Citywide Planning, Permits, & Licensing	$54,600.00
Value Added Features & Services	$24,300.00
Subtotal Implementation & Training	**$132,900.00**
Strategic Colorado Hourly Rate Discount	**($40,000.00)**
Total Implementation & Training	**$92,900.00**

Annual Version Protection, Maintenance, and Support	Amount
Citywide Assets & Maintenance **(unlimited users)**	$20,000.00
Citywide Planning, Permits, & Licensing **(unlimited users)**	$28,000.00
Value Added Annual Version Protection & Maintenance	$12,000.00
Total Annual Version Protection, Maintenance, and Support	**$60,000.00**

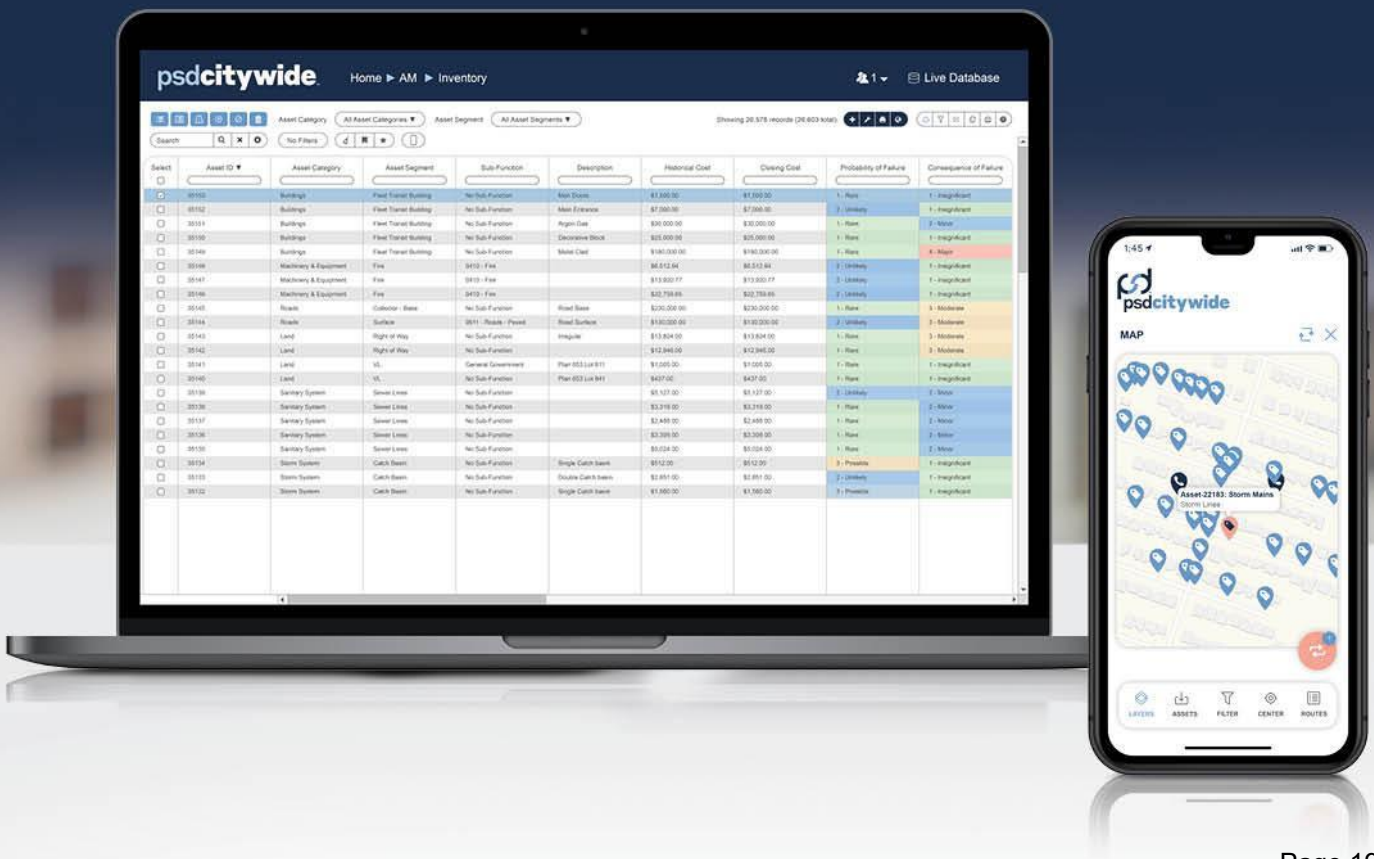
Ongoing Annual Fees

Annual Version Protection, Maintenance, & Support	Amount
Year 1 - Unlimited Users	$60,000.00
Year 2 – Unlimited Users	$63,000.00
Year 3 - Unlimited Users	$66,150.00

Out of Scope

PSD has flagged 811 integrations as out of scope. A robust API has been provided which can be used to establish the 811-integration using internal resources. Financial Amortization configuration requires balancing to last reported financials. PSD can complete this work however a data review and scoping process is required. Often this work can be completed with on average $7,200.00, however this cost can vary depending on the accuracy of current datasets.

Appendix I – Detailed Pricing Breakdown



Project Scope

Citywide Assets

Legend			
✓ = Included	✗ = Not Included	T = Training only	TBD = To be determined

Asset Classes to be Implemented

Asset Classes	In Scope
Streets	✓
Bridges	✓
Water & Wastewater	✓
Facilities	✓
Parks	✓
Storm	✓
Fleet, Machinery & Equipment	✓

Citywide Maintenance

Client Business Units to be Implemented

Business Unit	In Scope
Public Works (Streets, Storm)	✓
Water Utilities	✓
Recreation	✓
Code Enforcement	✓

Maintenance Implementation Scope

Features	Public Works	Water Utilities	Recreation	Code Enforcement
Service Requests	✔	✔	✔	✔
Customers & Properties (Upload existing data)			✔	
Activity Based Work Orders	✔	✔	✔	✔
Asset Based Work Orders	✔	✔	✔	**N/A**
Inspection Work Orders	✔	✔	✔	✔
Process Checklists (up to 40 workflows, total)	✔	✔	✔	✔
Preventative & Scheduled Maintenance (Up to 40 workflows, total)	✔	✔	✔	**N/A**
Workflow Notifications	✔	✔	✔	✔
Sandbox for Training & Testing	✔	✔	✔	✔
Training Core & Admin	✔	✔	✔	✔
Training End User	✔	✔	✔	✔
Training Mobile	✔	✔	✔	✔
Resource Costing – Labor, Equipment, Parts & Inventory	**Not requested, PSD will train if requested**			

Permits, Planning, & Licensing Implementation Scope

Features	Building	Other	Planning	Licenses
Application Types	✔	✔	✔	✔
Inspections	✔	✔	✔	✔
Reviews & Tasks	✔	✔	✔	✔
Required Documents	✔	✔	✔	✔
Application Fees	✔	✔	✔	✔
Development Charges	✔ **(If charged)**	**N/A**	**N/A**	**N/A**
Customers & Properties	✔ **(Shared with EAM)**			
Workflow and Statuses	**N/A**	**N/A**	**N/A**	✔
Mobile App - Inspections	✔	✔	**N/A**	**N/A**
Letters (2 Configured)	✔	✔	✔	✔
Email Notifications/Assignments	✔	✔	✔	✔
Summary Reports	✔	✔	✔	✔
Administrator Training	✔	✔	✔	✔
End User Training	✔	✔	✔	✔
Inspector Training (Mobile)	✔	✔	✔	✔

Project Budget Breakdown (Assets & Maintenance)

Implementation & Professional Services		Amount
Project Management	Needs Assessment, Kickoff Meeting, Project Planning, Schedules, Status Reports, Update Meetings, Issues and Go-Live Planning	$3,600.00
	Total Project Management	**$3,600.00**
Implementation & Configuration	Data Hierarchy Configuration	$7,200.00
	Asset Inventory and Data Load	
	Service Requests	$28,800.00
	Work Orders	
	Workflow Process Control	
	Customers and Properties	
	Preventative & Scheduled Maintenance **[see table]**	
	Workflow Notifications	
	Testing – AT, System, Test Cases/Scenarios	
	Go-Live Support	
	Total Implementation & Configuration	**$36,000.00**
Training	Admin Training	$3,600.00
	Maintenance Admin Training	$5,400.00
	End User Training (+ Mobile)	$5,400.00
	Total Training	**$14,400.00**
	Total Implementation Costs	**$54,000.00**

Project Breakdown Budget – Building and Other Permits

Implementation & Professional Services		Amount
Project Management	Needs Assessment, Kickoff Meeting, Project Planning, Schedules, Status Reports, Update Meetings, Issues and Go-Live Planning	$1,800.00
	Total Project Management	**$1,800.00**
Implementation & Configuration	Permit Types & Work Fields **(Types listed in the RFP Only)**	$12,600.00
	Inspection Types	
	Customers and Properties	
	Configure Fees (Permit, Refundable, Development Charges)	
	Internal Reviews	
	Required Documents	
	Roles, Permissions, Notifications	
	Testing & Go-Live Support	
	Total Implementation & Configuration	**$12,600.00**
Training	Admin Training	$3,600.00
	End User Training	$1,800.00
	Total Training	**$5,400.00**
	Total Implementation Costs	**$19,800.00**

Project Budget Breakdown – Planning Module

Implementation & Professional Services		Amount
Project Management	Needs Assessment, Kickoff Meeting, Project Planning, Schedules, Status Reports, Update Meetings, Issues and Go-Live Planning	$1,800.00
	Total Project Management	**$1,800.00**
Implementation & Configuration	Planning Types Configuration **(Types listed in RFP only)**	$12,600.00
	Appeal Types	
	Customers and Properties (if required)	
	Application Fees & Refundable Fees Configuration	
	Notification Processes	
	Roles, Permissions, Notifications	
	Testing & Go-Live Support	
	Total Implementation & Configuration	**$12,600.00**
Training	Admin Training	$3,600.00
	End User Training	$900.00
	Total Training	**$4,500.00**
	Total Implementation Costs	**$18,900.00**

Project Budget Breakdown – Licenses Module

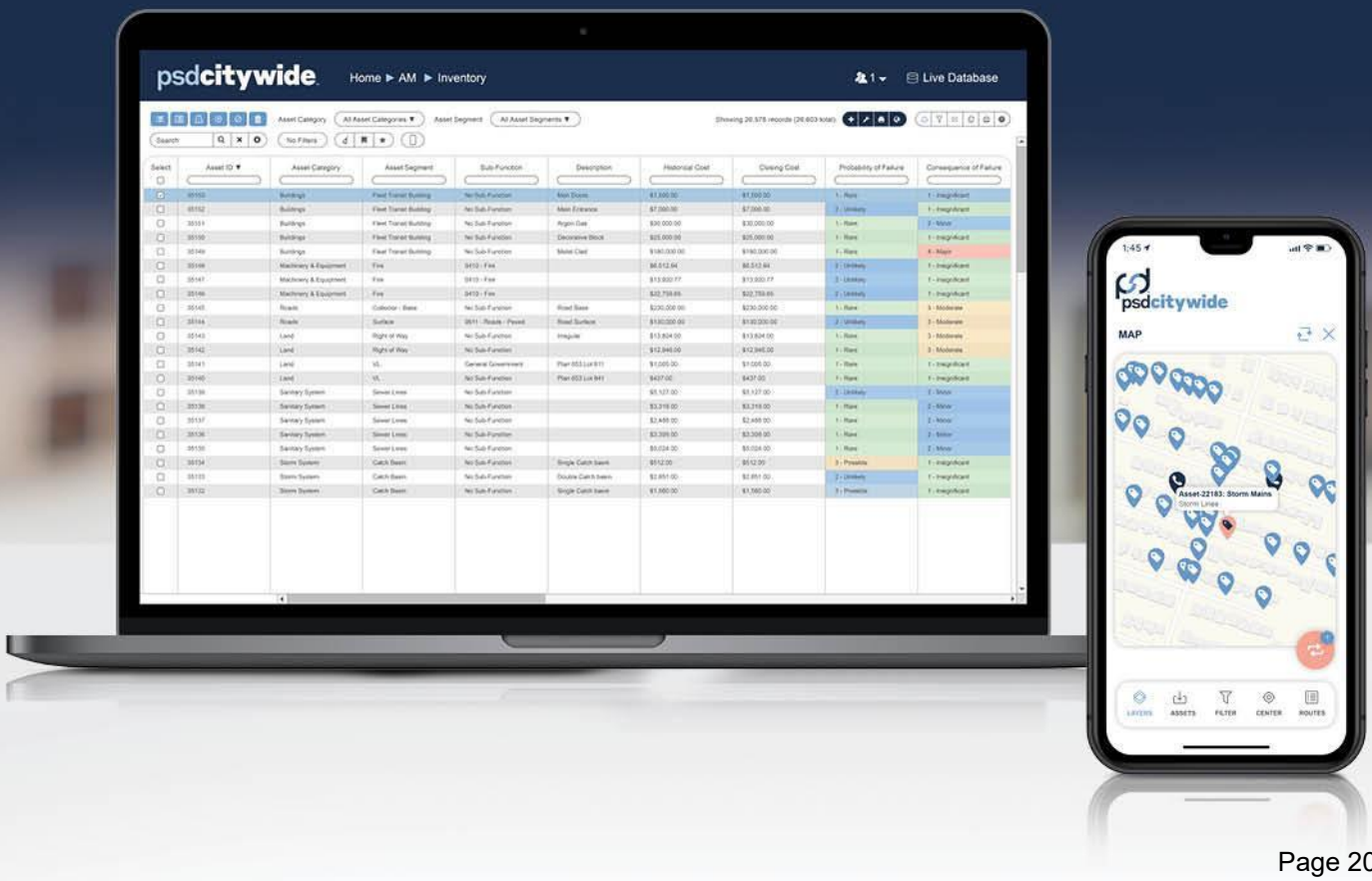
Implementation & Professional Services		Amount
Project Management	Needs Assessment, Kickoff Meeting, Project Planning, Schedules, Status Reports, Update Meetings, Issues and Go-Live Planning	$1,800.00
	Total Project Management	**$1,800.00**
Implementation & Configuration	License Types & Work Fields **(Types Listed in RFP only)**	$9,600.00
	Inspection Types	
	Customers and Properties	
	Configure Fees and Refunds	
	Required Documents	
	Roles, Permissions, Notifications	
	Reporting (License Card, Inspection Report, Receipt)	
	Testing & Go-Live Support	
	Total Implementation & Configuration	**$9,600.00**
Training	Admin Training	$3,600.00
	End User Training	$900.00
	Total Training	**$4,500.00**
	Total Implementation Costs	**$15,900.00**

Value Added Features & Services

Value Added Services	In Scope	Implementation	Annual Fee
Citywide Core			
ESRI ArcGIS Online Integration	✔	$3,600.00	Included
Single Sign-on (SSO) Integration	✘	N/A	N/A
Additional Data Storage	✘	N/A	N/A
API / Third Party Integrations	✘	N/A	N/A
Laserfiche – Hyperlink via Attributes	✔	Included	Included
Cassel – CSV based export training and guidance	T	$900.00	Included
Additional Training	✘	N/A	N/A
30/60/90 Day Reviews	Included	Included	Included
Assets Module			
Citywide Asset Collector	✔	$900.00	$1,000.00
Asset Profiles - Condition, Risk, Lifecycle	T	N/A	N/A
Condition Calculator Configured	T	N/A	N/A
Financial Balancing	✘	N/A	N/A
Image File Upload (Assets)	✘	N/A	N/A
Maintenance Module			
Citywide Customer Portal (Maintenance and Permitting)	✔	$3,600.00	$8,000.00
Staff Request Portal (Internal)	✘	N/A	N/A
Customized Address Search	✘	N/A	N/A
Legacy Data Import – Bulk Files & Attachments	✔	$3,600.00	N/A
Legacy Data Import – SR & WO (Standalone table)	✔		N/A
Additional Database (Sandbox)	✘	N/A	N/A
Planning, Permits, & Licensing Module			

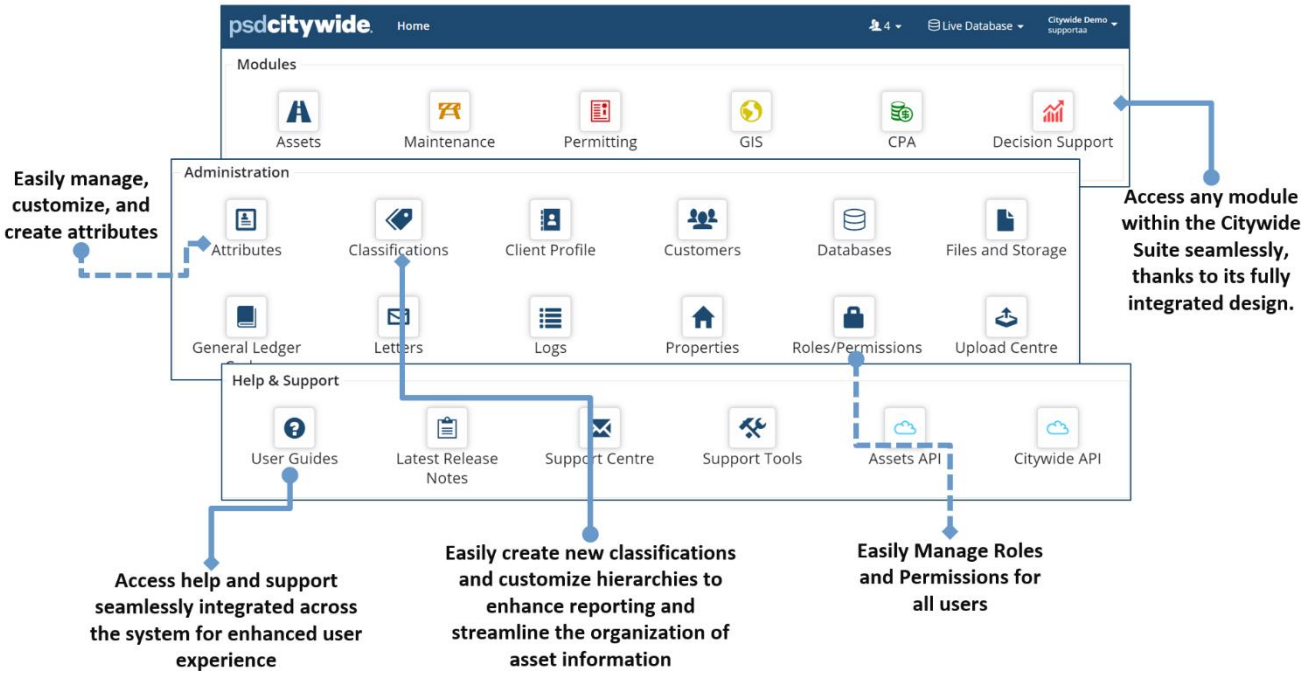
Online Payment Integration (Xpress Bill Pay)	✔	$5,400.00	$3,000.00
Legacy Data Import - Applications	✔	$7,200.00	N/A
Legacy Data Import - Inspections	✔		N/A
Legacy Data Import - Comments/Notes	✔		N/A
Legacy Data Import - Comments/Notes	✔		N/A
Legacy Data Import - Files & Attachments	✔		N/A
Financial System Integration	✘	N/A	N/A
Letters (Create All)	✘	N/A	N/A
Total Value-Added Services		$24,300.00	$12,000.00

Appendix II – System Functionality with Screenshots



Citywide Assets Functionality Screenshots

Citywide Landing Page



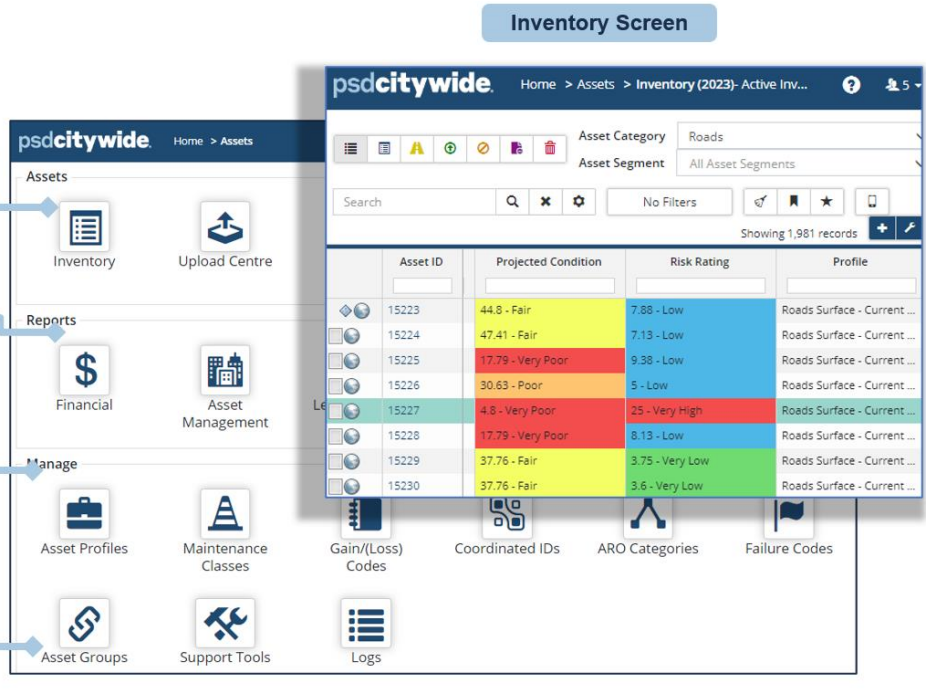
Asset Management Dashboard

Asset Inventory Management
Easily manage and update asset data, with options for bulk uploads to streamline data entry

Reporting
Generate comprehensive reports on asset performance, financials, and service levels for better decision-making.

Asset Profiles and Classes
Create and manage detailed asset profiles, categorize assets, manage failure codes, track key attributes, etc.

Custom Codes
Define custom codes, coordinate IDs, and track failure data to improve asset identification and management.



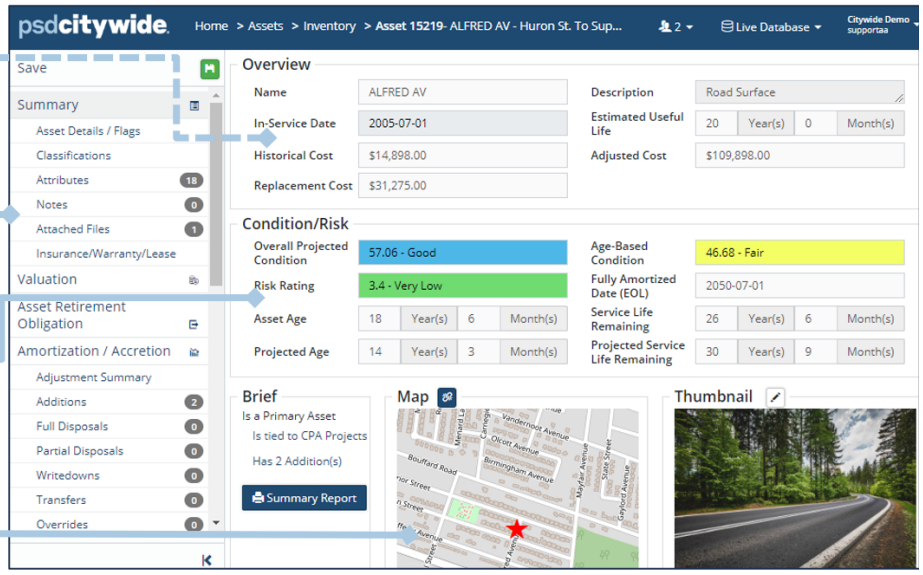
Asset Information Page

Asset Valuation
Easily view and manage historical cost, in-service date, useful life and replacement Cost

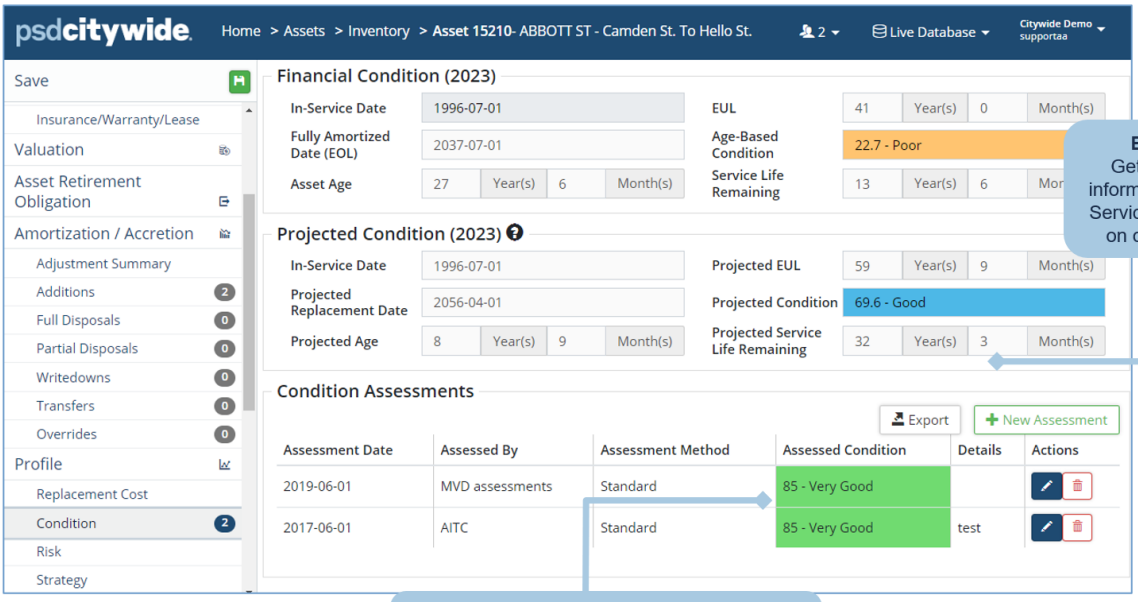
Asset Navigation Panel
Simple navigation of asset information like classifications, summaries, attached files, financial information, etc.

Comprehensive Asset Details
Access overview information of condition, risk, lifecycle events, EUL, etc.

Asset Geolocation
Asset location can be easily accessed and can be directly linked to GIS



Asset Condition Management

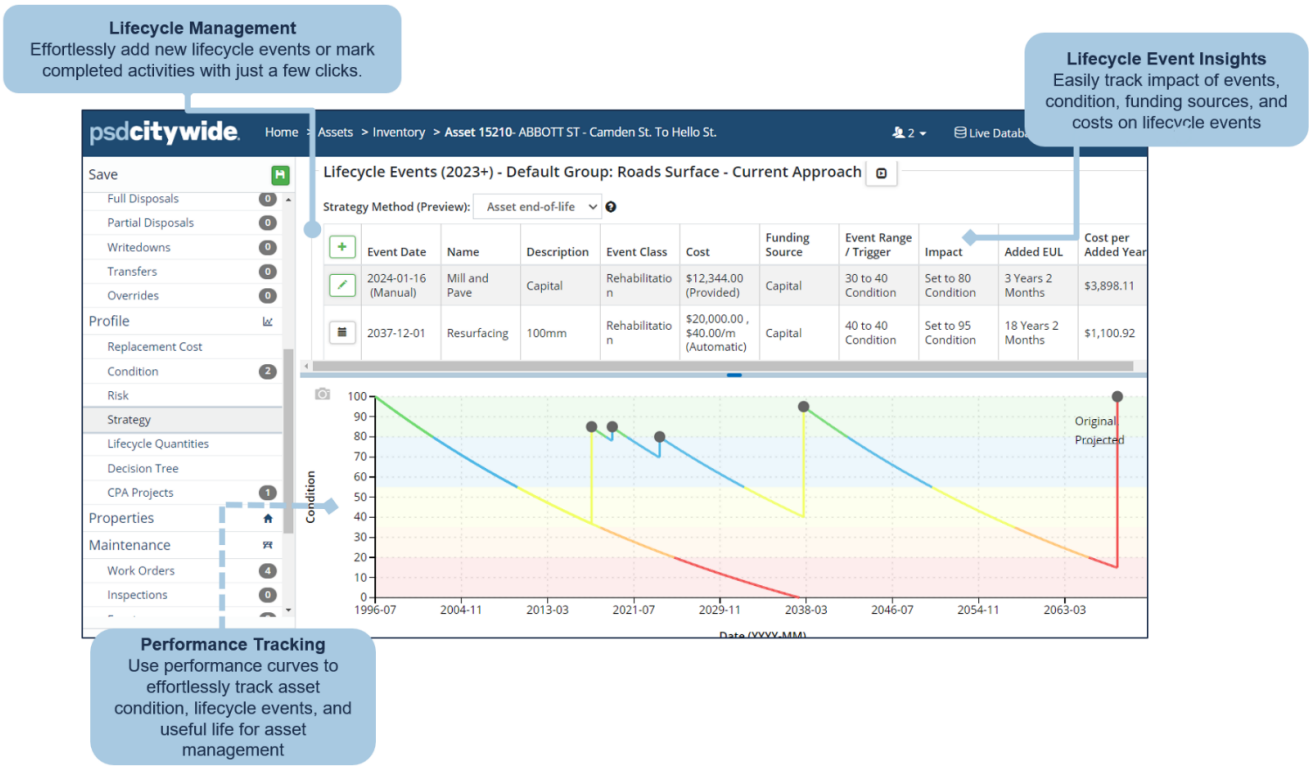


EUL & Service Life
Get access to immediate information on Projected EUL, Service Remaining Life based on conditi assessments

Asset Condition
Easily gather condition information via mobile app, bulk uploads, or asset-specific inputs.

Lifecycle Planning

Lifecycle Management



Lifecycle Events

Citywide's asset management system provides detailed lifecycle event tracking that enables users to manage the maintenance, rehabilitation, and replacement activities for each asset. Deterioration curves, which represent how an asset's condition changes over time, are available for each individual asset. When a lifecycle event—such as maintenance, repair, or replacement—is added to an asset, the system automatically recalculates the asset's deterioration curve based on the completed activity.
This dynamic adjustment helps users understand the impact of each event on the asset's overall condition and lifespan, allowing them to see how specific interventions can prolong the useful life of assets. By incorporating factors such as frequency, cost, and impact on asset condition, users can build comprehensive lifecycle strategies that help optimize maintenance schedules, reduce long-term costs, and improve decision-making regarding asset investments. This proactive approach enables organizations to plan effectively for future capital and operational needs, ensuring that assets are maintained at optimal levels of performance throughout their lifecycle.

Strategic Asset Management

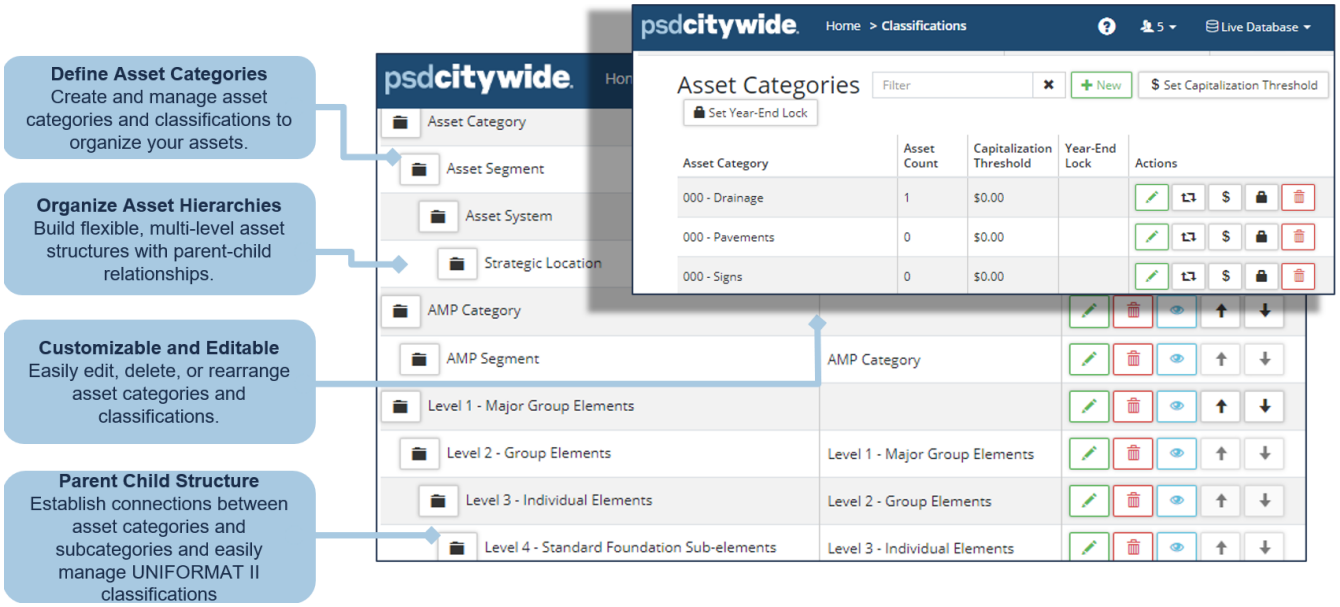
Lifecycle Strategies

Clients can load defined asset lifecycle strategies for maintenance, rehabilitation, preventative maintenance, and replacement. Lifecycle activities include costs for forecasting on capital plans. Users can outline maintenance triggers (condition or age),

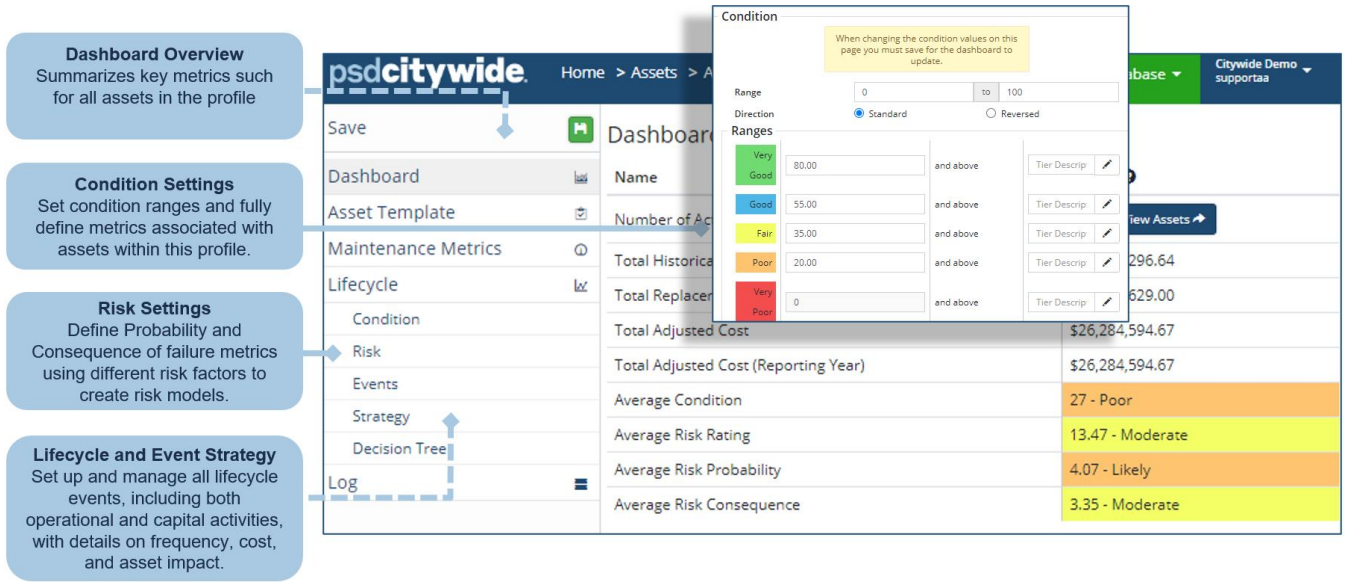
impact on condition, cost which are outlined on capital plans. The client can also include Operating events within the asset management profiles. The example below outlines a deterioration curve with lifecycle events.

Asset Hierarchy and Profiles

Asset Hierarchies



Asset Profiles



Risk Modeling

Risk and Criticality

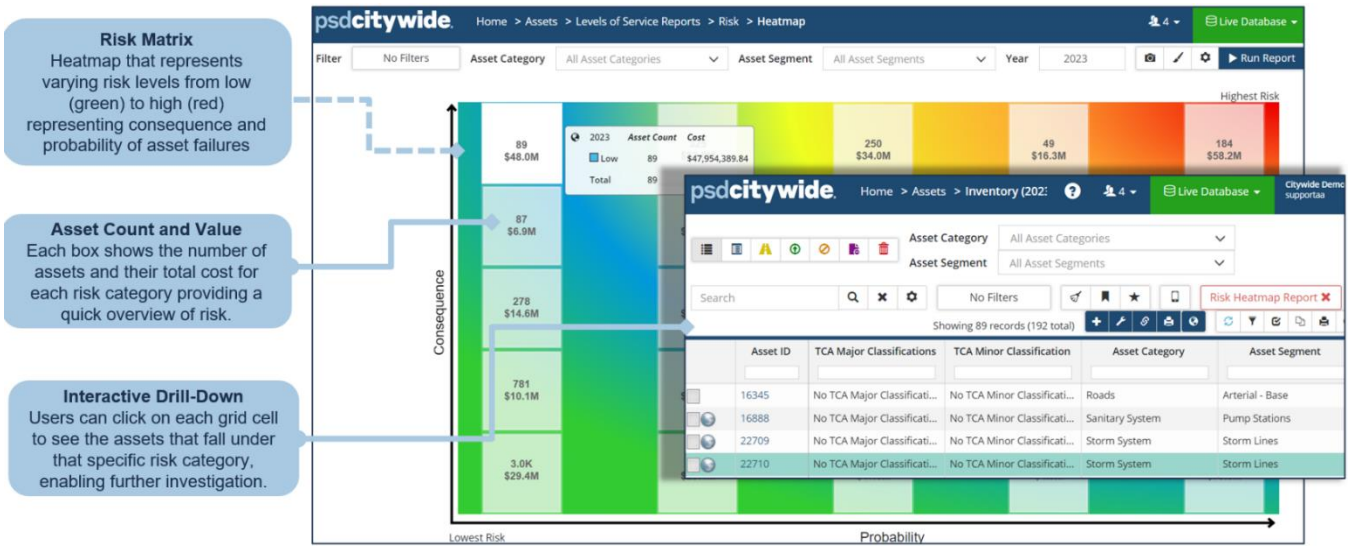
Citywide Assets dynamically calculates risk for all infrastructure, facilities, and mobile assets based on asset and maintenance data, reducing subjectivity in assigning risk and criticality scores.

Through customizable Asset Profiles, users can set specific risk metrics for each asset type. The system automatically evaluates each asset's attributes, such as condition, age, and usage, to calculate a risk rating. This helps users establish or modify risk rating systems to reflect their operational priorities.

The system uses two key factors to determine the overall risk: the **likelihood of failure**, typically based on asset condition or age, and the **consequence of failure**, which assesses the potential impact if the asset were to fail. These factors are used to calculate the risk rating, which users can easily adjust or override.

Risk Reports can be generated for individual assets, systems, or user-defined groups, displaying overall risk scores and providing links to specific assets within each risk category. Additionally, these assets can be visualized in the GIS map for better spatial analysis. The Risk Matrix report offers a comprehensive view of higher-risk assets, allowing users to focus on critical infrastructure and make proactive maintenance and investment decisions.

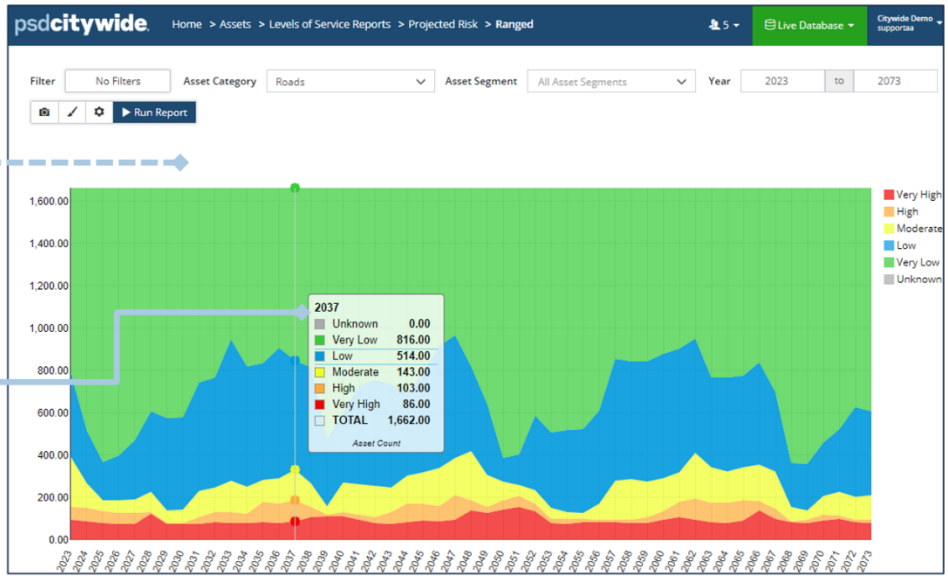
Risk Matrix



Projected Risk

Risk Projection Timeline
Projected risk levels of assets are shown over time illustrating how risk changes over time depending on what is done to the assets.

Detailed Breakdown
Hover over each section to display the projected count, cost or quantity of assets in each risk category allowing for proactive planning and budgeting.

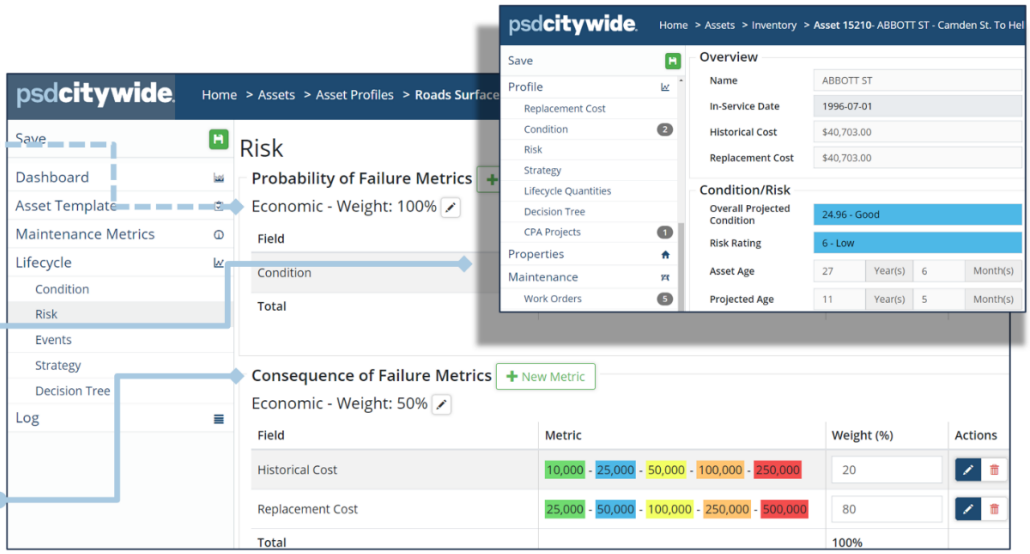


Risk Setup and Management

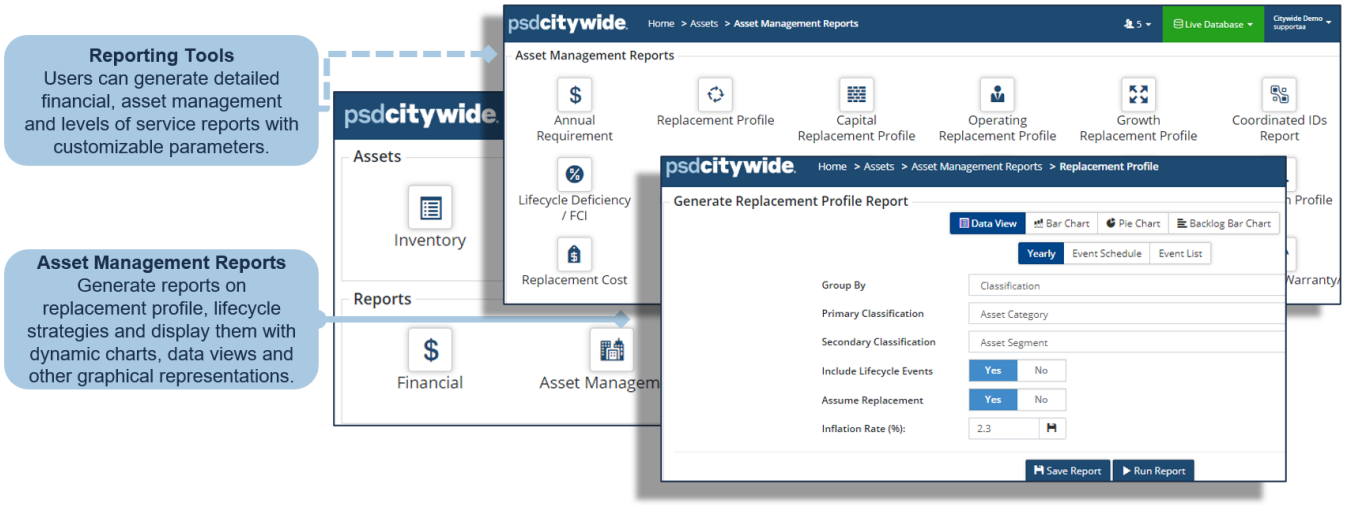
Weight Adjustments
Adjust weight of each risk metric category (Economic, Operational, Health & Safety, etc.), allowing for a tailored risk approach.

Customized Risk Profiles
Ability to set up unique risk profiles for different asset types, to create risk ratings for assets based on the selected risk model.

Probability and Consequence of Failure Metrics
Users can define and adjust metrics influencing the probability and consequence of failure on assets within the risk model.



Reporting Tools



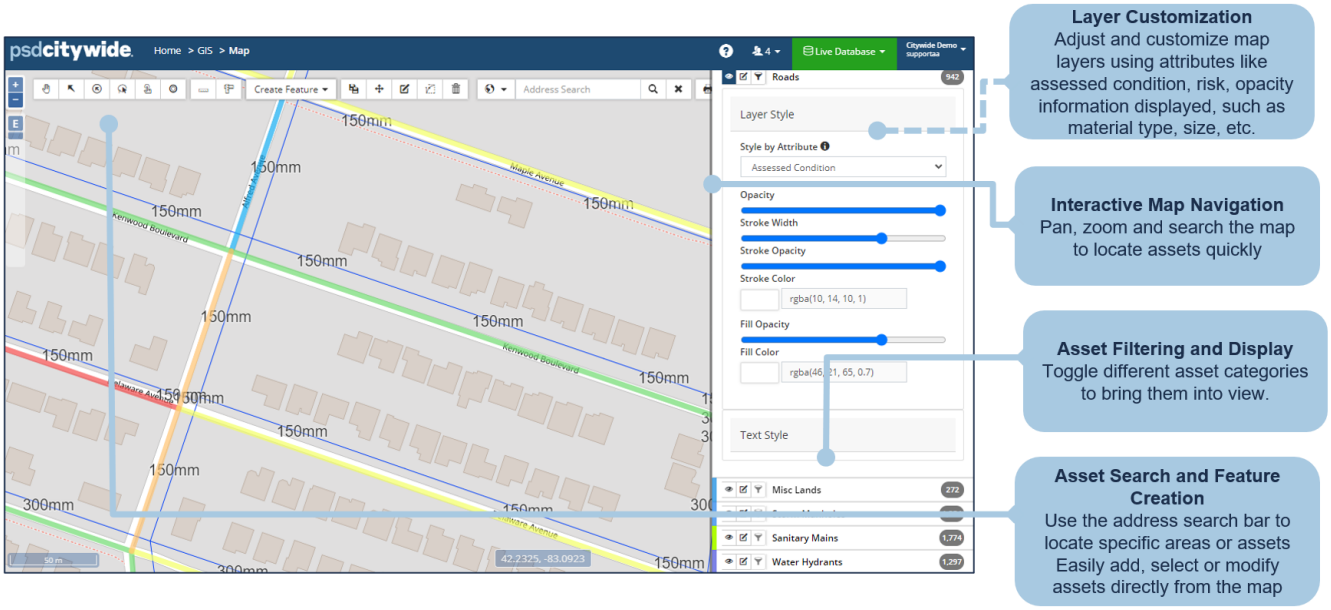
Citywide includes standard reporting for the provided modules, which can provide reports in data views, graph views, and pie chart views. A list of default reports and dashboard widgets which are available in Citywide Assets.

Citywide Assets Default Reports	
Default Financial Reports	
Amortization	Reports on the Amortization schedule showing the depreciation of each asset for the year.
Transaction Report	Reports on different transactions (i.e., Adjustments) completed within Citywide for the reporting year.
Projected Amortization	Reports on the projected Amortization schedule of assets within the reporting year.
Work In Progress	Reports on the Amortization schedule for WIP (Work in Progress) assets showing the depreciation for the year.
Water	Reports on the Amortization schedule for water assets showing the depreciation for the year.
Wastewater	Reports on the Amortization schedule for wastewater assets showing the depreciation for the year.
Contributed / Donated	Reports on the Amortization schedule for assets flagged as contributed/donated for the year.
Government Transfer	Reports on the Amortization schedule for assets flagged as Government transfers for a selected reporting year.
Contaminated	Reports on the Amortization schedule for assets flagged as contaminated for a selected reporting year.
Financial Exceptions	Runs a summary report showing asset Category and Segment detail grouped by Amortization Method, Estimated Useful Life, Units of Measure and/or Missing/Incorrect Data. This report can be used for data gap analysis.
Heritage	Reports on the Amortization schedule for assets flagged as heritage for a selected reporting year.
Leased	Reports on the Amortization schedule for assets flagged as leased for a selected reporting year.

ARO Accretion Report	Reports on assets that have been flagged as ARO Identified and shows ARC (asset retirement cost) estimates as well as Opening and Closing balances.
ARO Status	Reports on the ARO status (i.e., Reviewed, Identified, Not Identified, Valuation Pending, or Not Reviewed) of the assets in your inventory.
Default Asset Management Reports	
Annual Requirement	Provides a summary of the annual $ requirement needed to maintain infrastructure. Can include Lifecycle events in this report.
Replacement Profile	Identifies Capital cost projections year-after-year or increments such as every 5 years. Useful when considering short, medium, and long-term Capital cost projections. This report will also identify assets that are backlogged (i.e., assets that are still in use but have reached the end of their stated useful life).
Capital Replacement Profile	This report is the same as the Replacement Profile report but filtered for Capital.
Operating Replacement Profile	This report is the same as the Replacement Profile report but filtered for Operating.
Growth Replacement Profile	This report is the same as the Replacement Profile report but filtered for Growth.
Coordinated IDs Report	Reports on assets that are group together using a Co-ordinated ID.
Lifecycle Deficiency / FCI	Report provides a summary on which of the activities (lifecycle events in the asset profiles that have been applied to assets) are completed at the asset level.
Lifecycle Deficiency / FCI Event List	Report provides a summary on which of the activities (lifecycle events in the asset profiles that have been applied to assets) are completed at the asset level.
Lifecycle Deficiency / FCI Matrix	Report provides a matrix on which of the activities (lifecycle events in the asset profiles that have been applied to assets) are completed at the asset level.
Projected Lifecycle Deficiency / FCI	Report provides a summary on which of the activities (lifecycle events in the asset profiles that have been applied to assets) are completed at the asset level.
Attribute Report	This report allows for analysis of data based on Attributes (i.e., material type, pipe diameter, etc.).
Installation Profile	Reports on the In-Service Date of assets for the reporting year.
Replacement Cost	Reports on the Replacement Cost or Total Replacement Cost (replacement cost plus events) of assets for the reporting year.
Dynamic Charts	Reports on data copied from an external source. For example, data in an Excel spreadsheet can be copied and pasted into the Data field. Citywide will then use this data along with the parameter settings on the right of the Data field to generate a pie chart.
Profile Exceptions	Will report on mismatched or incorrect data in the Inventory list.
Fuel & Cost Report	Reports on Fuel and Cost information entered in Maintenance.

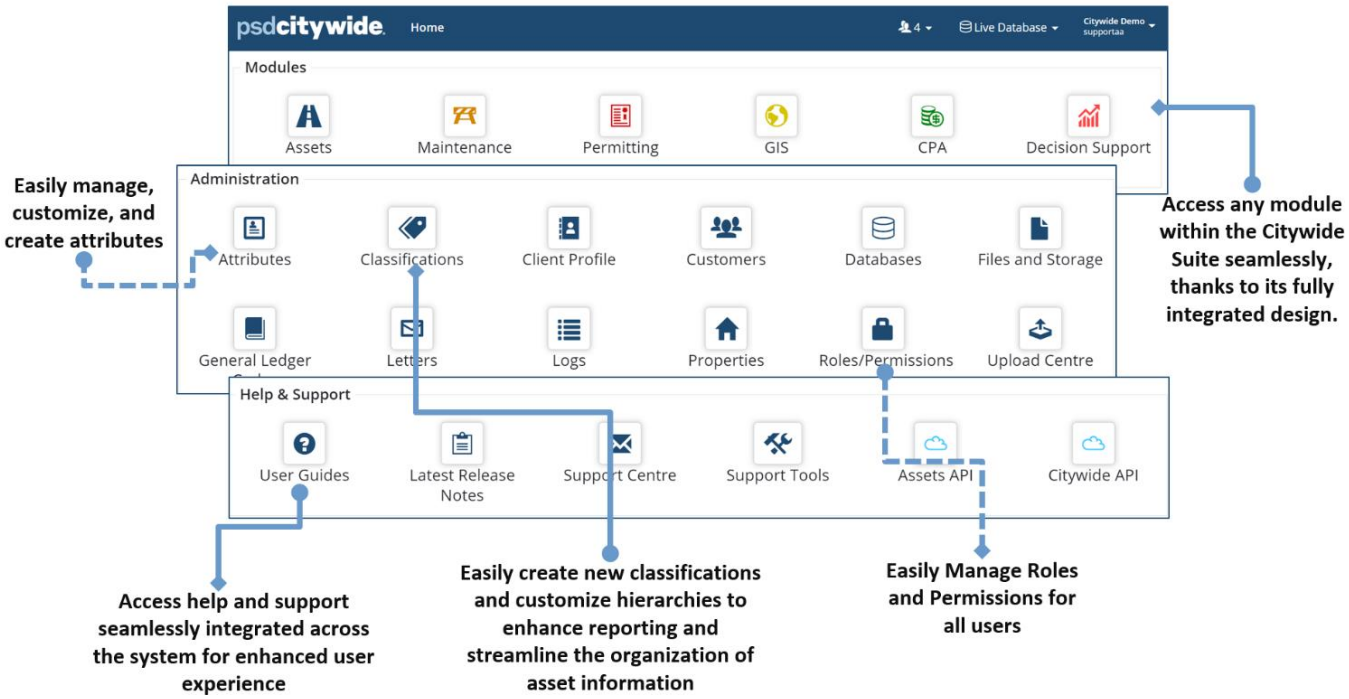
Skipped Events	Summarizes all assets that have skipped events for the reporting year.
Default Levels of Service Reports	
Condition	Reports on the Condition rating of assets. By default, this report will use the assessed condition of the asset; if a condition assessment doesn't exist the report will use an age-based condition.
Projected Condition	Reports on the Projected Condition rating of assets.
Risk	Reports on the Risk rating of assets.
Projected Risk	Reports on the Projected risk rating of assets.
Asset Age	Reports on the average age and average remaining useful life of assets.
Averages Reports	Reports on the average of several Lifecycle fields such as, the average Service Life.

GIS Viewer



Citywide Maintenance Functionality Screenshots

Citywide Landing Page

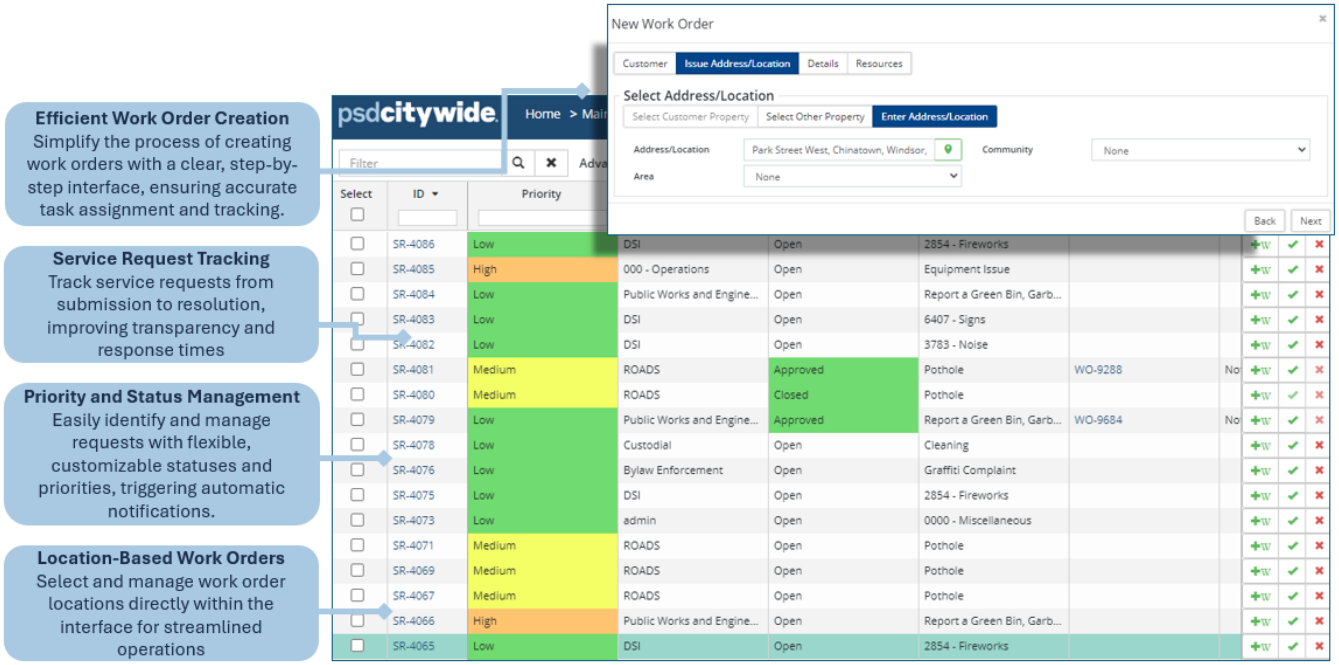


Maintenance Management Dashboard

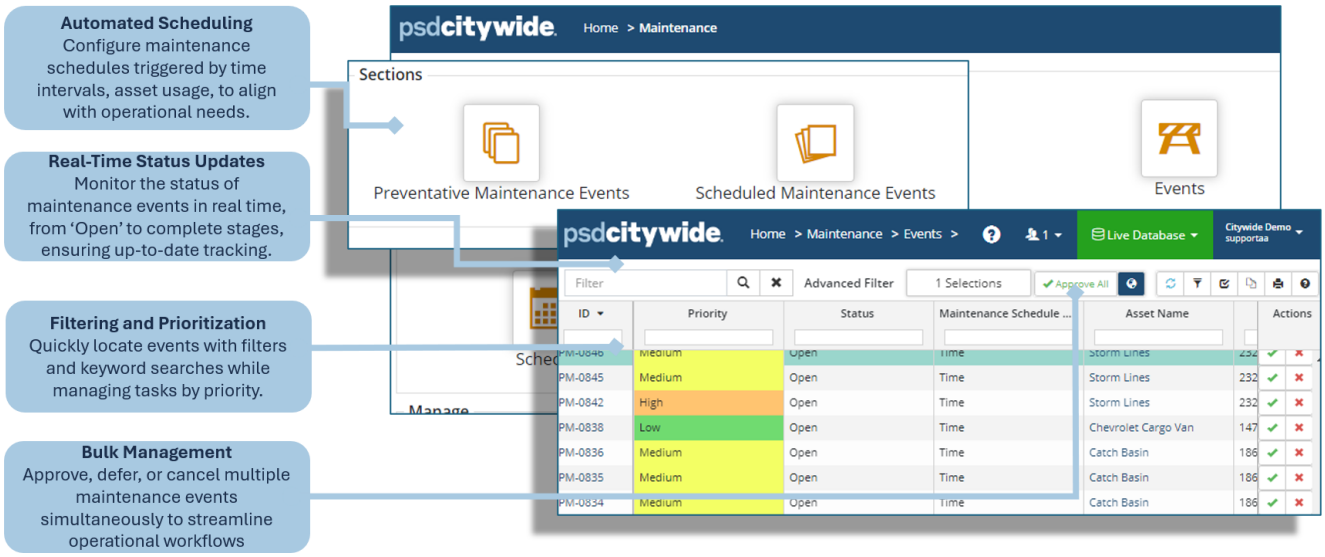


Core Maintenance Functions

Service Requests and Work Orders



Customizable Maintenance Schedules



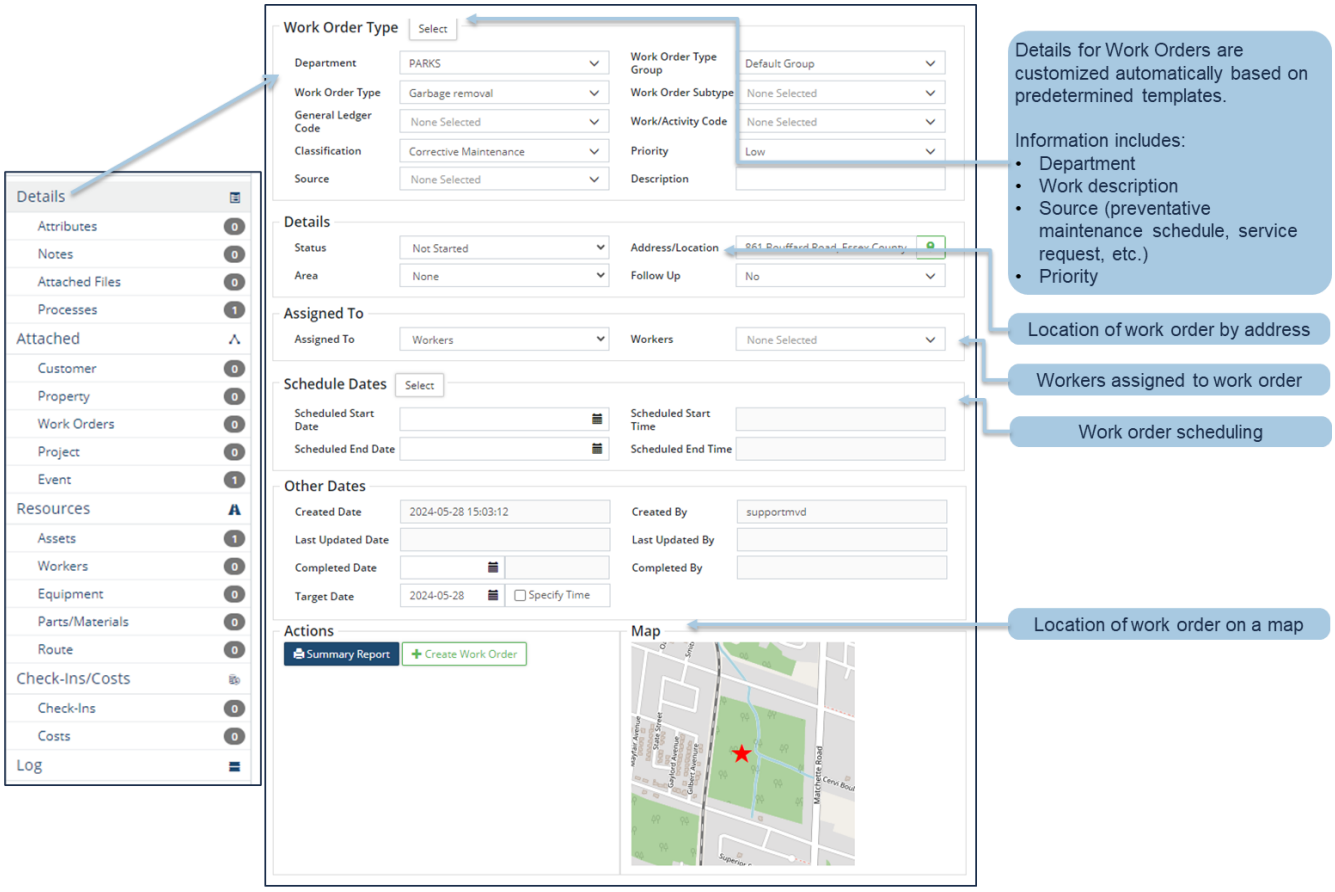
Work Order Management

When creating a work order, users can include information such as the work order type, priority, resources needed, location and any other relevant information that should be included with the Work Order (WO). If the work order is being generated by electronic workflow approval, key data sets will be automatically populated, including pre-linked processes. Users can also attach the work order to a specific asset and select necessary

equipment and materials. The assets available to attach to work orders come from the asset inventory held in Citywide Assets.

Work Orders (WOs) can be initiated by various methods including:

- Approved service requests can be manually entered by staff
- System generated preventative maintenance reminders
- Preset preventative maintenance events

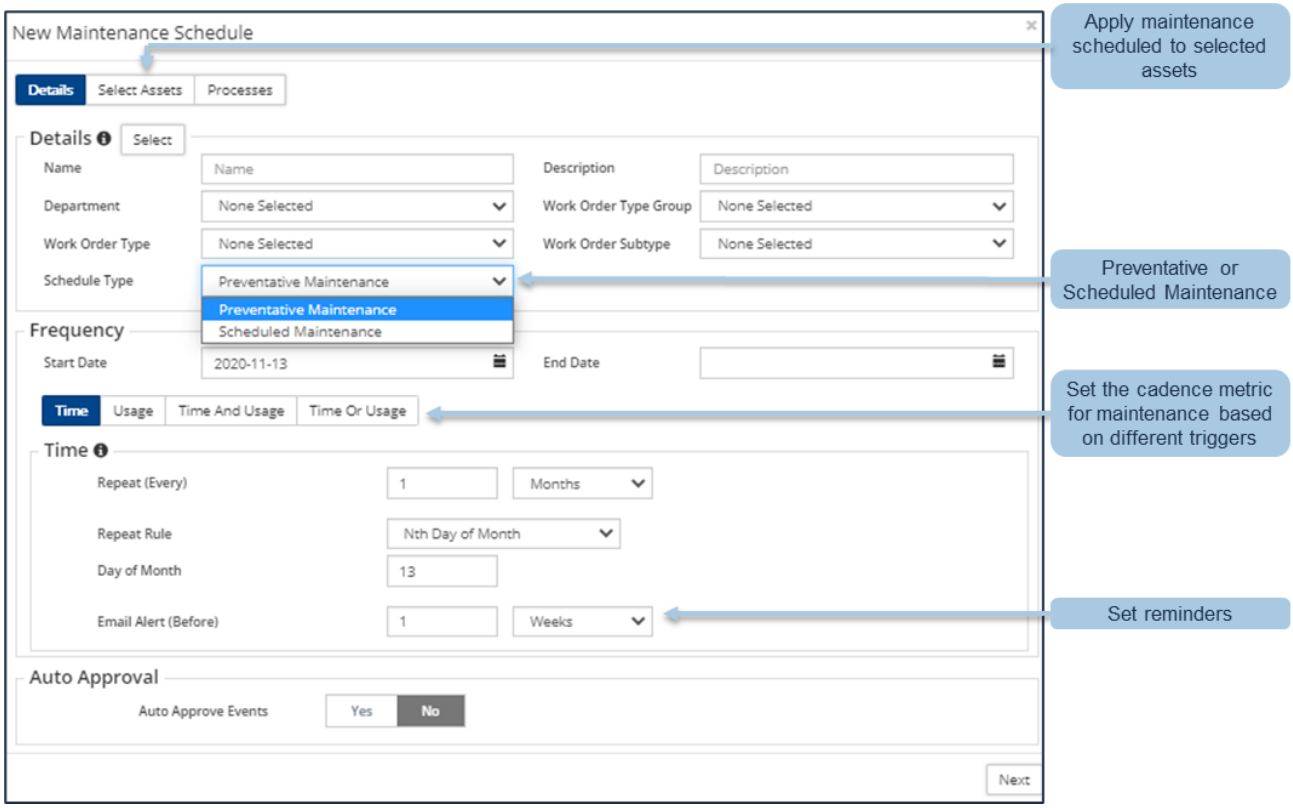


WOs and Service Requests can be approved, resolved either individually, or in a batch format. Information about work orders or preventative maintenance will be available within the Asset page in Citywide Assets. Additionally, the information is also linked in the resource pages for involved workers, equipment, vendors, and properties.

Preventative Maintenance and Scheduled Maintenance

Preventative Maintenance (PM) schedules that can be applied to different assets or asset types, sub-types, groups, components, etc. Custom PM templates and checklists can be generated by the system. These schedules can be daily, weekly, monthly, bi-monthly, semi-monthly, bi-yearly, semi-yearly, or by user defined schedules.

Triggering maintenance tasks: preventative maintenance schedules can be triggered by usage of assets such as usage, time, or an inspection. The user can also set up an e-mail notification and select which users, or crew members, receive this PM schedule.



The Auto Approve option allows users to pre-approve the creation of work-orders when the maintenance scheduling threshold/frequency is reached. Additionally, we can predefine the work order types, groups, and sub-types so that the system creates the work order in the correct structure automatically.

Tracking Work Activities

The work order scheduler allows users to select different views that display the various dates, timeframes, and priority of scheduled work orders. Users can also access work order information directly from this schedule, as well as drag and drop work orders directly into the calendar.

Resource Management

Labor Rates

Multiple labor rates can be added to each worker within the organization and for external vendors. Additional positions and corresponding wages can also be added to a worker profile.

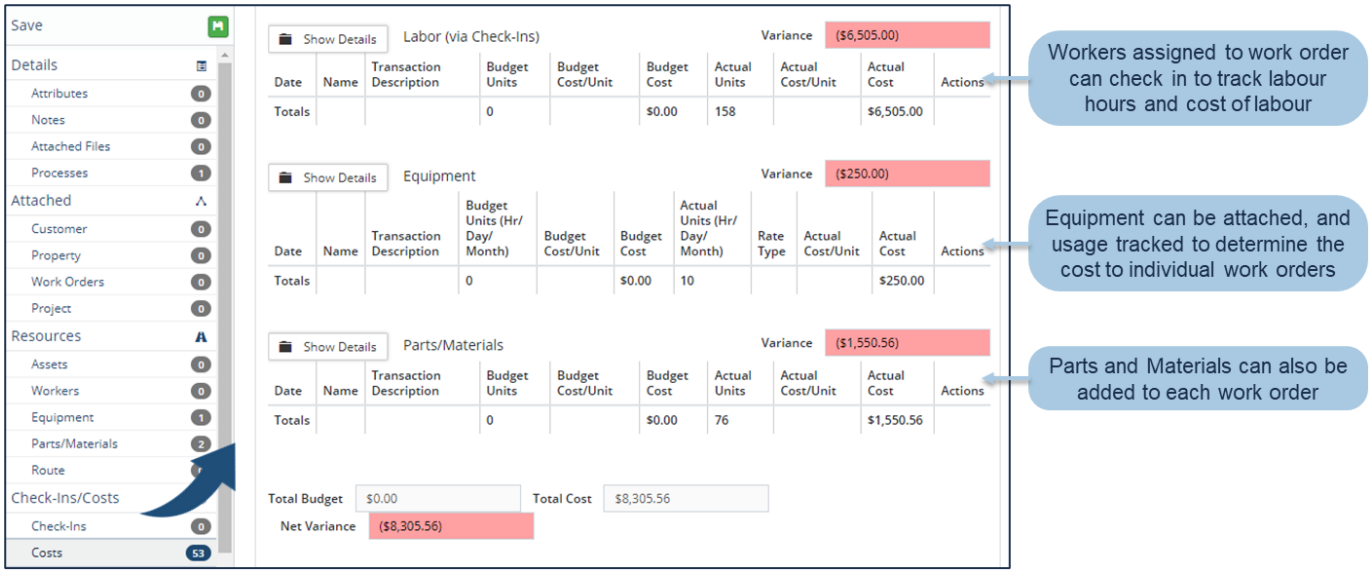
Project Costing

Projects can be created within Citywide Maintenance and used to track budgets and activities. Below is a screenshot of a project and some key cost information. All work orders linked to a project will be attached to the project page and used to track project costs. A budget can be set for each category, allowing for a quick view of actual and variance costs.

Labor, Equipment, and Materials by Asset

WOs can be automatically assigned to a specific crew based on predetermined templates. Within the same work order, multiple workers or crews can be assigned to different steps. Depending on workflow control that has been configured, and notification rules, once the WO is created, a notification is sent to the assigned worker.

The WO record has a summary page highlighting items such as resources, asset information, job check-ins and costs, location and details on customer and type of work order as well as a link to the location and GIS information.



All linked work orders, inspections, service requests can be accessed directly through the asset page. This allows for tracking labor, equipment, and materials easily by assets. In addition, several reports allow the user to filter and view detailed information such as "Cost Entries Details" which include all cost transactions for labor, equipment, parts, and materials.

Materials Inventory Management

Parts and materials can be tracked within Citywide Maintenance and added to work orders. Quantities, costs, and location of the items can all be tracked and added to work order assignments.

For additional information, please see Appendix B: Citywide Maintenance.

Maintenance Tracking and Reporting

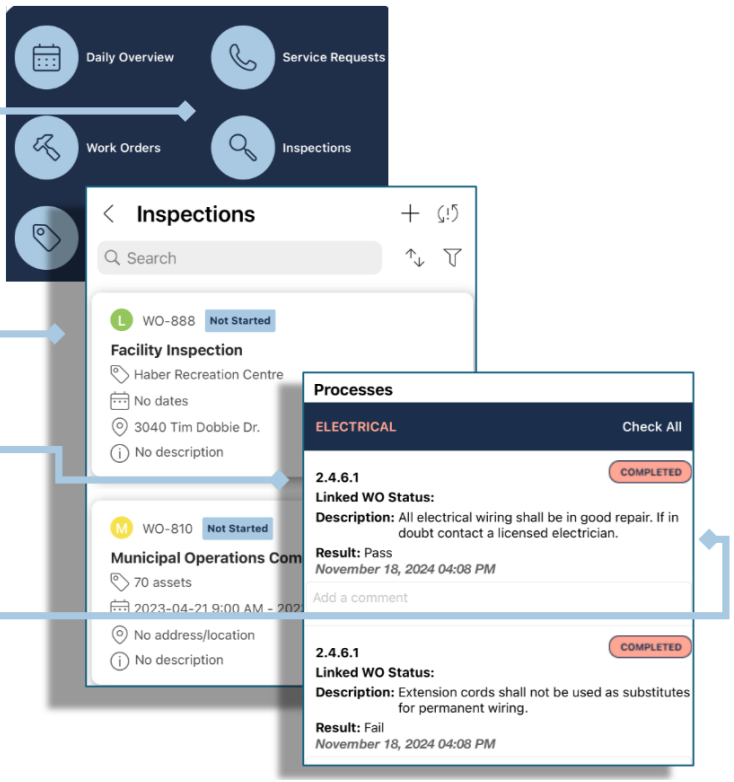
Inspection and Compliance Monitoring

Field Efficiency
Empower field staff with mobile tools to log results, update statuses, and access critical data for more efficient and accurate inspections.

Inspections Management
Easily manage and organize inspection work orders with detailed and accurate records to ensure compliance and streamlined operations.

Custom Processes
Inspection checklists and processes can be fully customized, ensuring field staff follow proper protocols.

Compliance Tracking
Monitor compliance with inspection protocols, providing real-time visibility into statuses and results.



Dashboard Reports

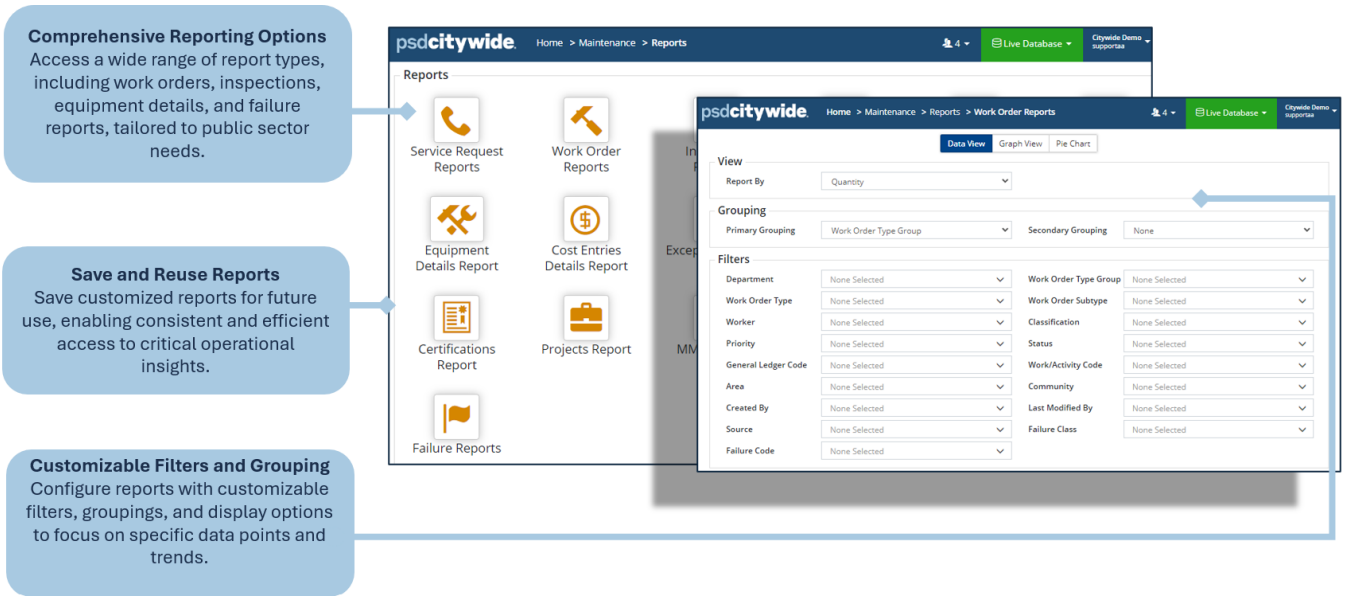
Trends Analysis
Visualize completed and outstanding work orders, service requests, inspections, etc. Monitor progress over time and identify trends in maintenance activity.

Fully Customizable Dashboards
Customizable dashboard to effectively track key performance indicators, from trends, to year-to-date metrics .

Service Request Analysis
Analyze the top service request types to prioritize resources, address recurring issues and ensure proper and timely resolution.



Advanced Reporting



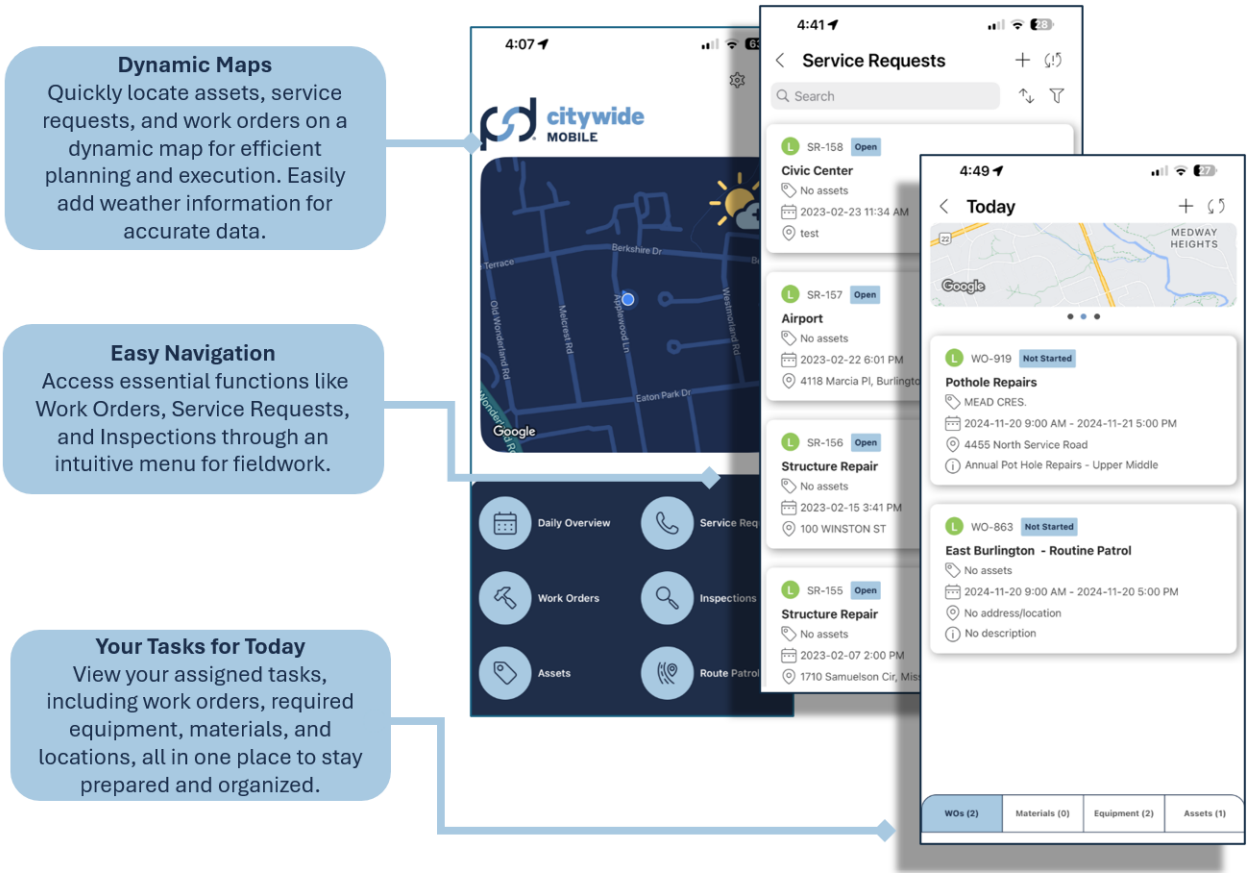
Citywide includes standard reporting for the provided modules, which can provide reports in data views, graph views, and pie chart views. A list of default reports and dashboard widgets which are available in Citywide Maintenance.

Citywide Maintenance Default Reports	
Service Request	Reports on Service Request types by department. Users can filter on additional information such as responsible person, status, priority, etc.
Work Order	Reports on the Work Order type by asset. Users can filter on additional information such as worker, department, status, priority, etc.
Inspection	Reports on Inspection Work Orders. Users can filter on specific asset, status, department, priority, etc.
Timesheet	Reports on Labor Time based on start and end dates displaying wage type and employee ID if applicable. Users can filter by worker.
Labor Details	Reports on wage types, hours, worker, etc. and GL Codes if applicable.
Parts/Materials Details	Reports on cost for parts and materials including GL Codes if applicable.
Equipment Details	Reports on cost for equipment including GL Codes if applicable.
Cost Entries Details	Reports on all cost transactions including labor, equipment, and parts and materials.
Exception	Reports on mismatched and/or duplicate data.
Overdue Work Orders	Reports on the Work Orders with an overdue status based on target dates. Users can filter on status, worker, priority, etc.
Downtime	Reports on asset downtime transaction recorded on a work order or directly on the asset record in Assets
Variance	Reports on Work Order budget variance if using Work Order budgets.
Certifications	Reports on issued or expired certifications during the selected time period. Users can filter by department, vendor, etc.

First In First Out (FIFO) and Last In First Out (LIFO)	Reports on parts and materials currently in stock.
Projects	Reports on project related Work Orders and budget status.
Minimum Maintenance Standards (MMS)	Reports on Route Patrol deficiencies, asset patrols, and asset compliance.
Wage Trend	Reports on wage values per employee/staff position.
Attribute	Reports on Work Order or Service Request available attributes and attribute field types (for example, drop-down, text, date, number, etc.)

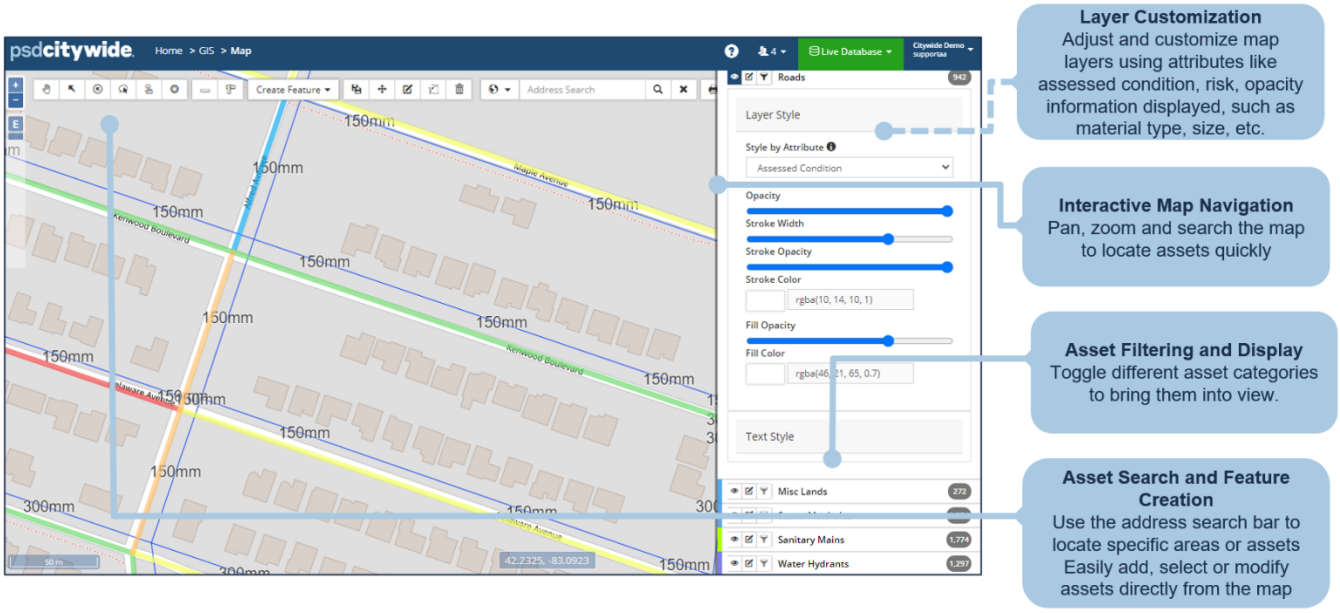
Field Operations and Real-Time Data

Mobile Application

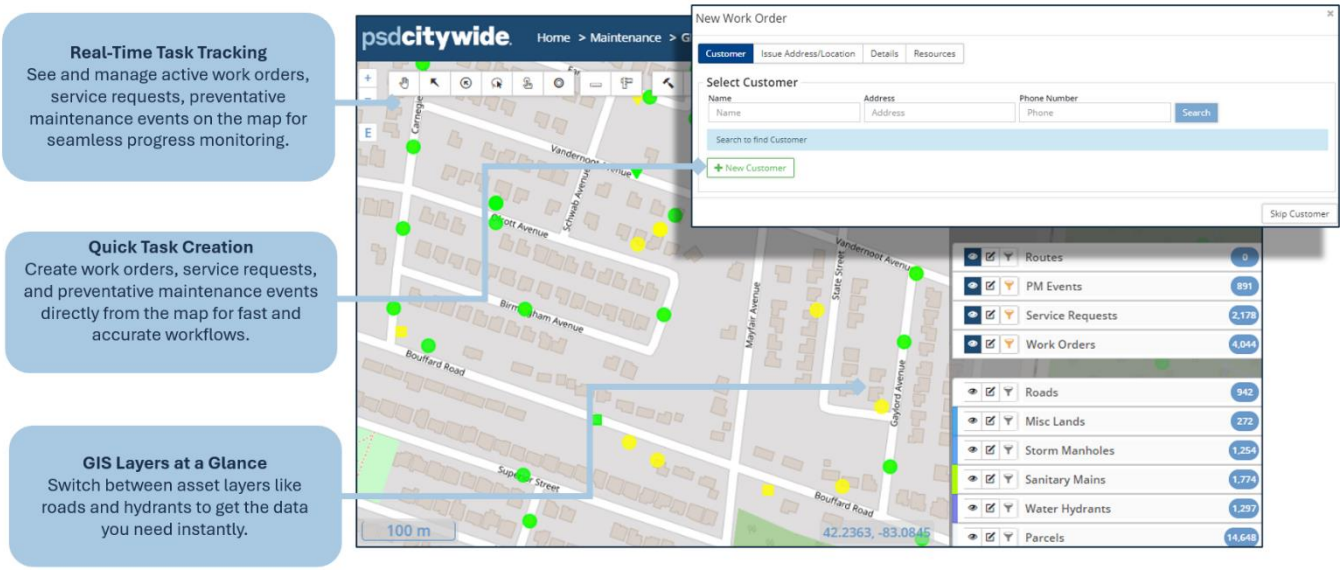


Mapping Features

GIS Viewer

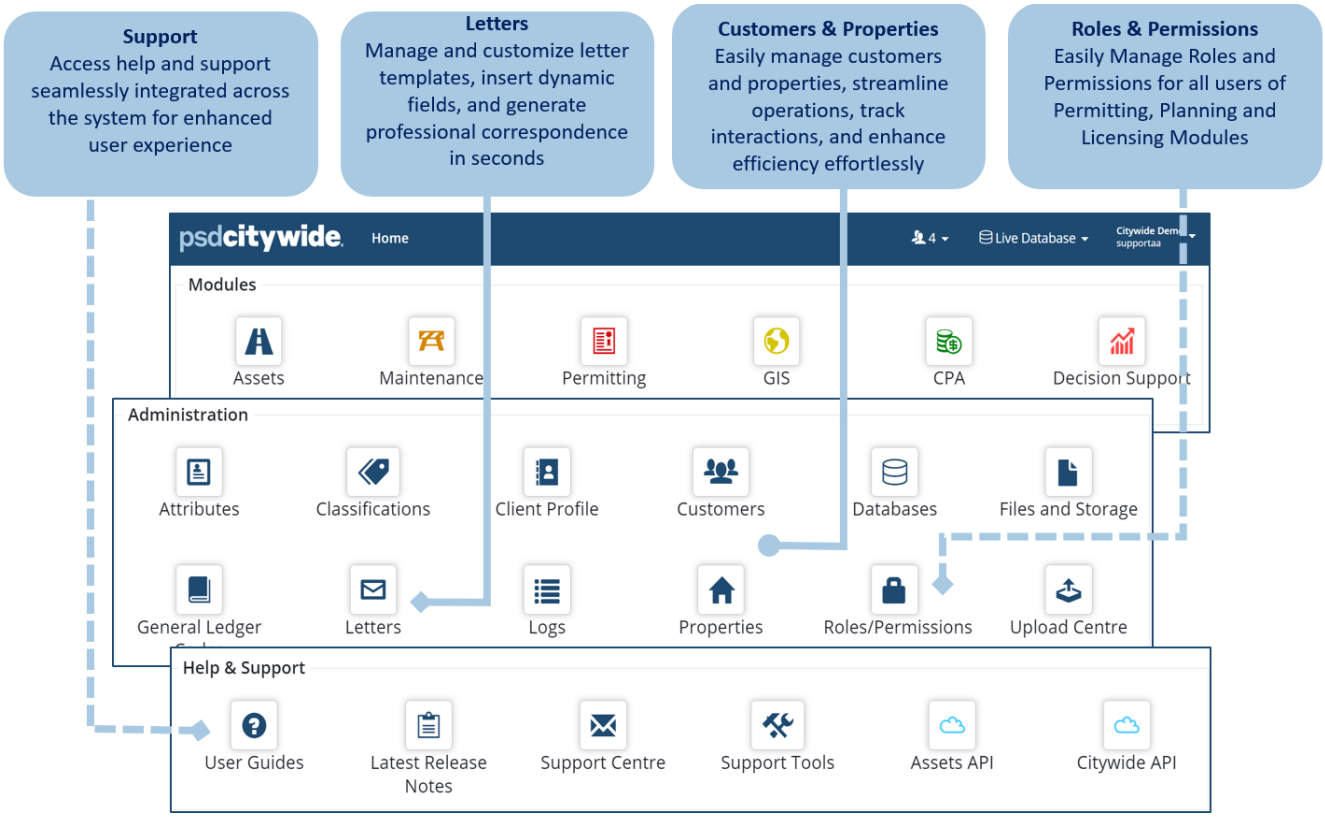


Interactive Maps



Citywide Permitting Functionality Screenshots

Citywide Landing Page

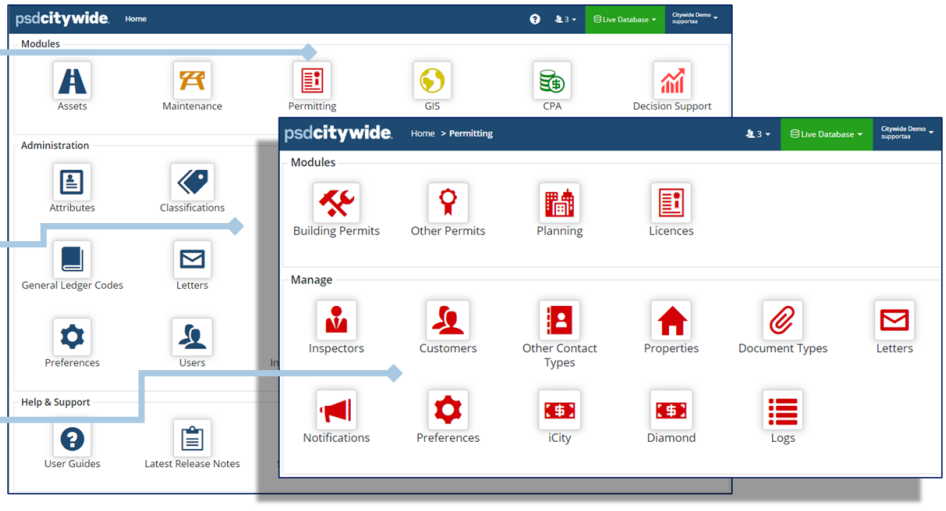


Permitting Dashboard

Permit Management
Streamline permit processes with modules for Building Permits, Other Permits, and Planning. Supports full permit workflows from submission to approval.

Easy Management
Simplify documentation with features like Document Types, Letters, and Logs for record-keeping and reporting.

Customers and Properties
Centralize data for Customers Properties and Other Contact Types to streamline communication and processing.

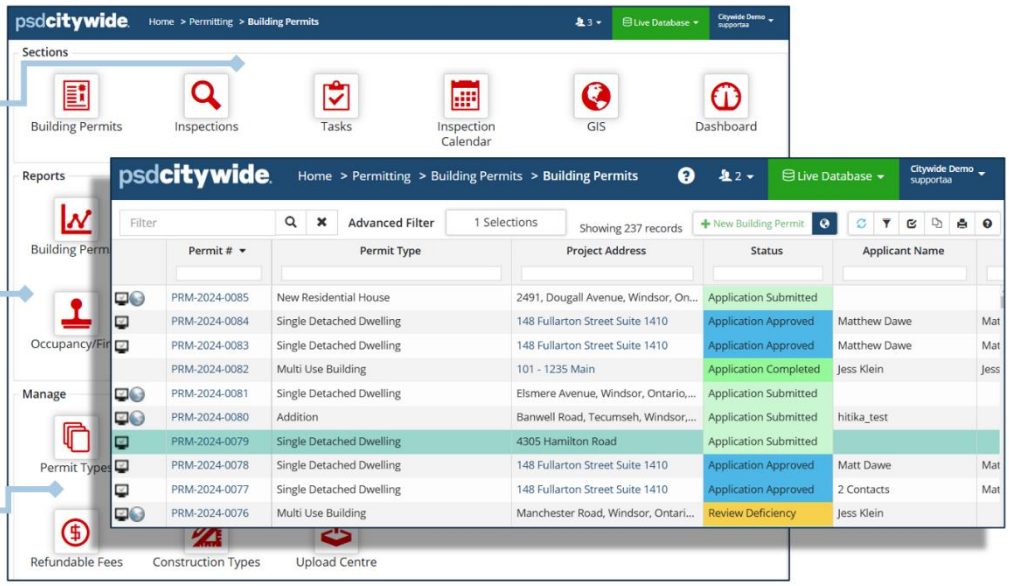


Streamlined Permit Processing

Centralized Management
Access core functionalities like application lists, inspections, schedules, to manage all stages of permit applications.

Reporting
Generate detailed reports to monitor permit applications, resources, payments, etc.

Workflow Management
Build and customize workflows, manage fee structures, and build an unlimited number of permit and inspection types

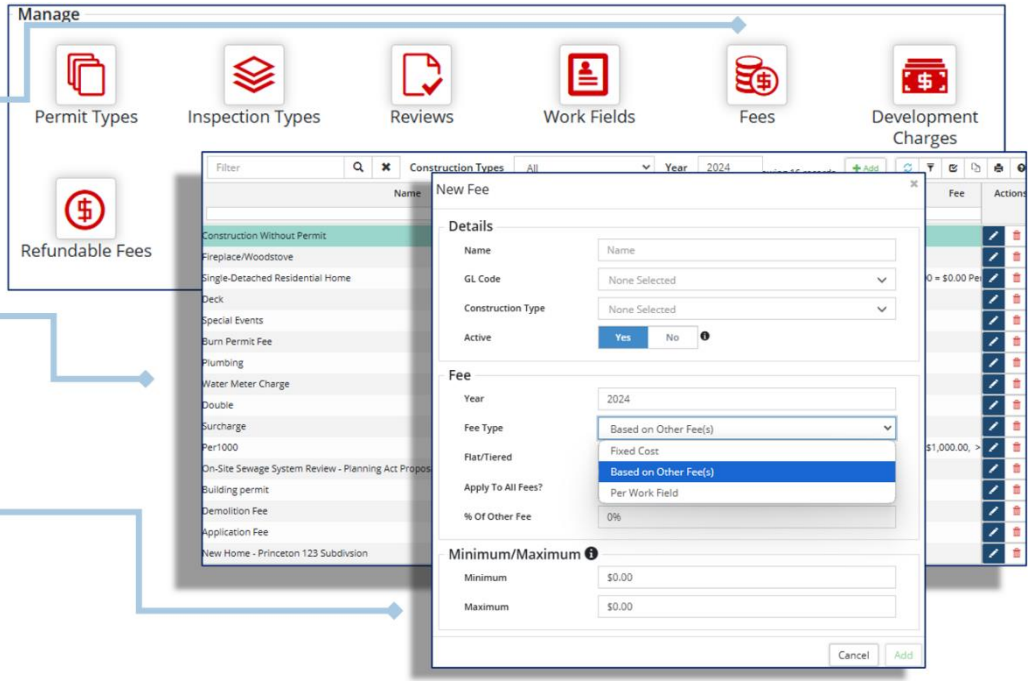


Fee Management

Manage Fees
Easily organize and track permit fees, refundable fees, and development charges for streamlined financial management.

Centralize Fees
Maintain a single source of truth for all fees, ensuring consistency across construction types and permitting processes.

Customize Fees
Adapt fee structures with flexible options, including fixed costs, based on other fees, work fields, GL code assignments, and specific construction type associations.



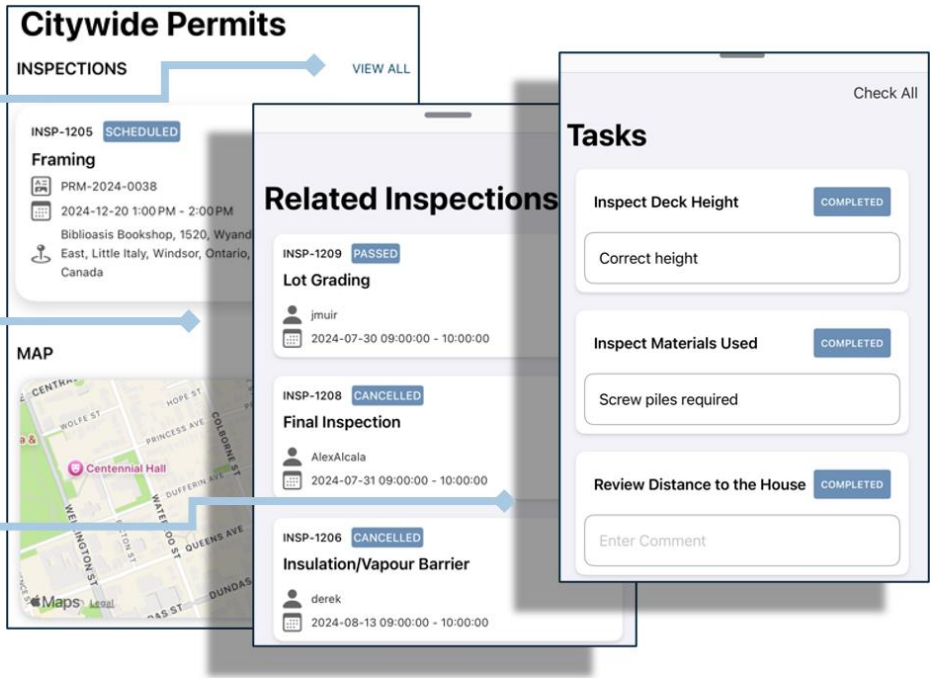
Inspections and Mobile Access

Mobile Application for Inspectors

Field Efficiency
Empower field staff with mobile tools to log results, update statuses, and access critical data for efficient and accurate inspections.

Inspections Management
Easily manage and organize scheduled inspections with detailed records to ensure compliance and streamlined operations.

Custom Inspections and Monitoring
Customize inspection checklists to ensure protocols are followed while monitoring compliance with real-time status visibility.



Detailed Inspection Reports

Inspection Reports
Create inspection reports directly from the mobile app for quick, accurate fieldwork.

Direct Submission
Easily manage and share reports directly from the mobile application to streamline communication

Report Management
Access completed inspection reports from the web platform ensuring accessibility and efficient recordkeeping.

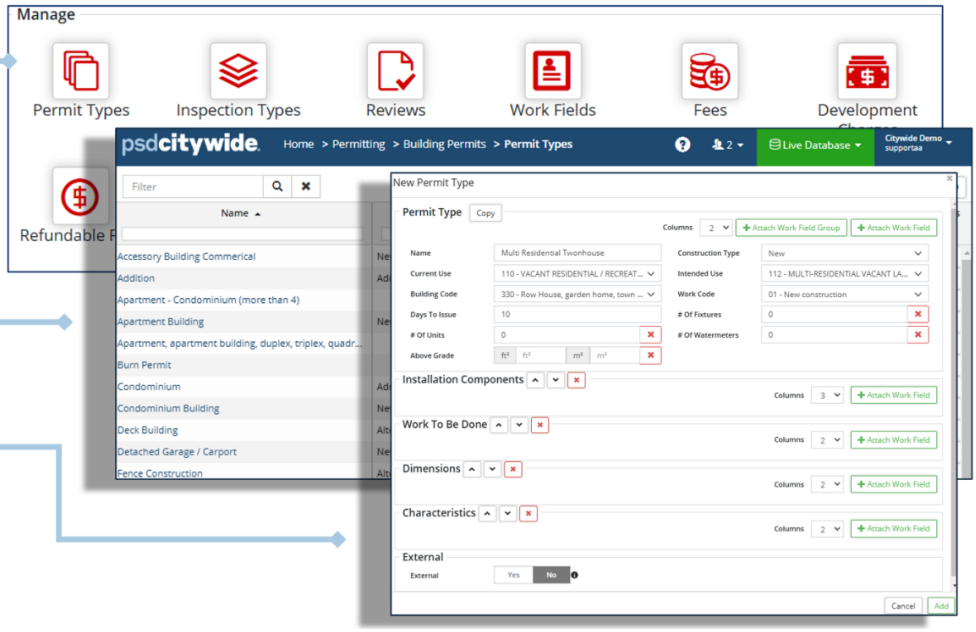


Customized Permits and Inspections

Custom Permit and Inspection Types
Define unlimited permit and inspection types with detailed configurations, including fields, workflows, and review structures.

Permit and Inspection List
View and organize all existing permit and inspection types from a centralized interface.

Configuration
Fully configure permit and inspection workflows, fees, and fields to align with specific organizational needs.

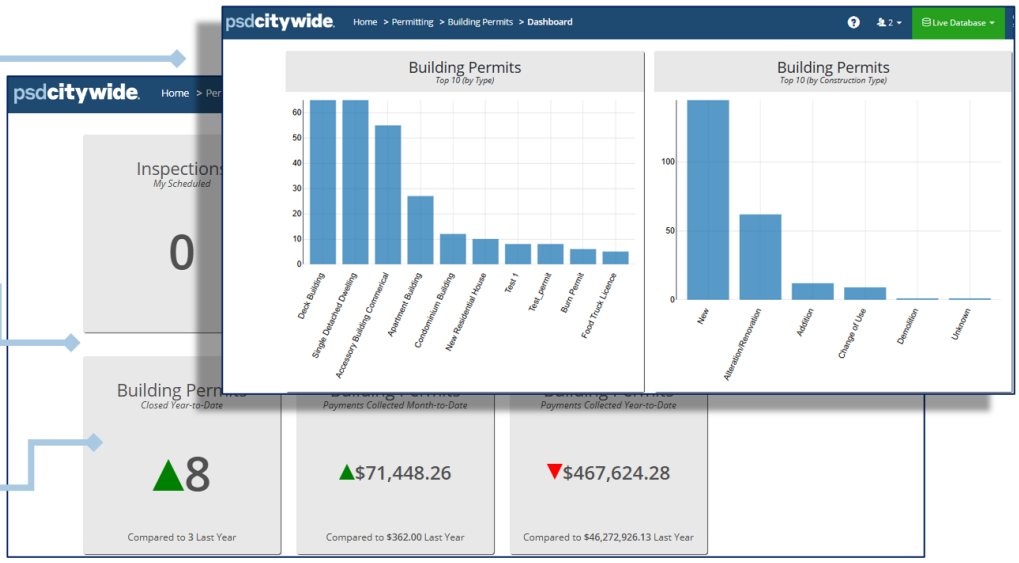


Reporting and Compliance

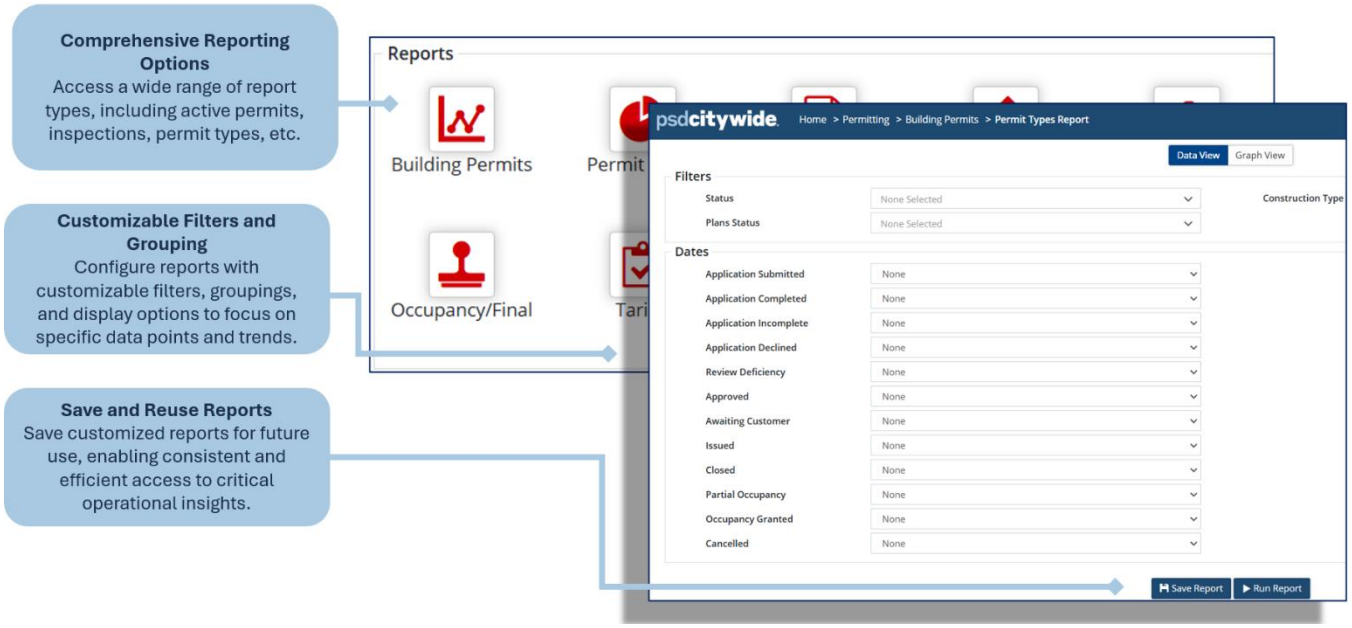
Trends Analysis
Visualize completed and outstanding permit applications, inspections, etc. Monitor progress over time and identify trends.

Fully Customizable Dashboards
Customizable dashboard to effectively track key performance indicators, from trends, to year-to-date metrics

Permit Analysis
Analyze the top permit types to prioritize resources and ensure proper and timely resolution.



Advanced Reporting



Default Reports

The default reports have the following filters: legal description, construction type (customizable and can include accessory dwellings), current use, intended use, roll number, status, work description, fees (such as development charges, fees, outstanding fees, outstanding refundable fees, total paid, total refunded, and total fees), and any customizable work fields added to the permit types (such as approved landscaping square footage, number of fixtures, number of units). Additional scope discussions are required if the City requires customized reports.

Building Permits Reports	
Building Permits	Permit Types
Occupancy/Final	Payments
GL Codes	Development Charges
Refunds	PVSC Report
Planning Reports	
Application Types	GL Codes
Payments	

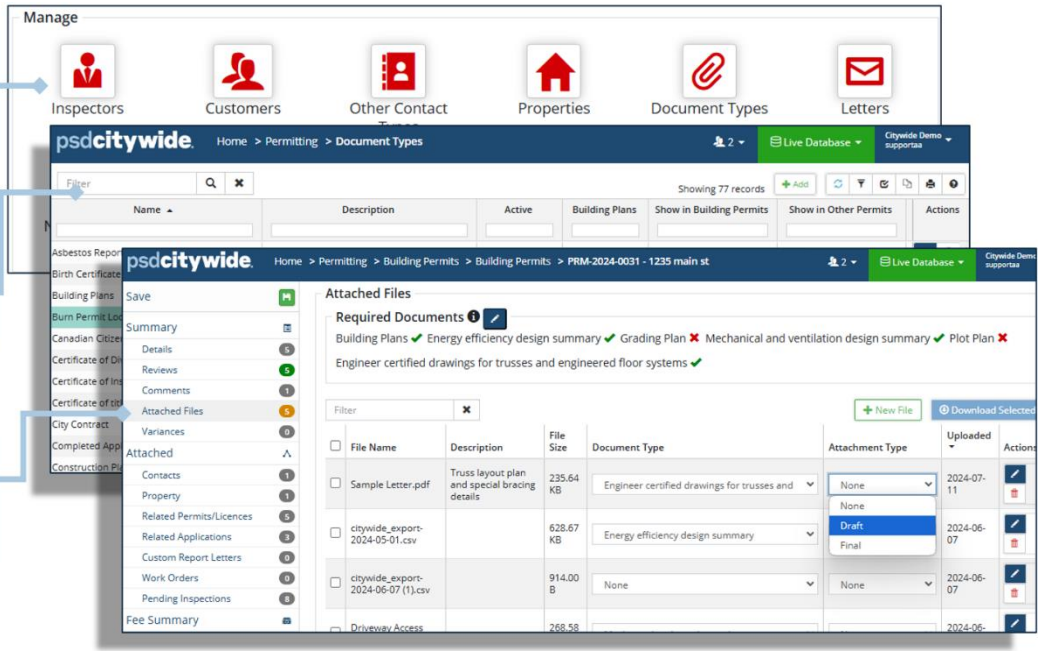
Centralized Information Management

Centralized Permit and Inspection Documents

Document Types
Define and structure document categories for all permit applications, ensuring standardized requirements.

Manage Document Types
Easily update and maintain document categories from one central location for consistent management.

Manage Permit Required Documents
Assign and customize required documents for each permit type to ensure smooth application approvals.

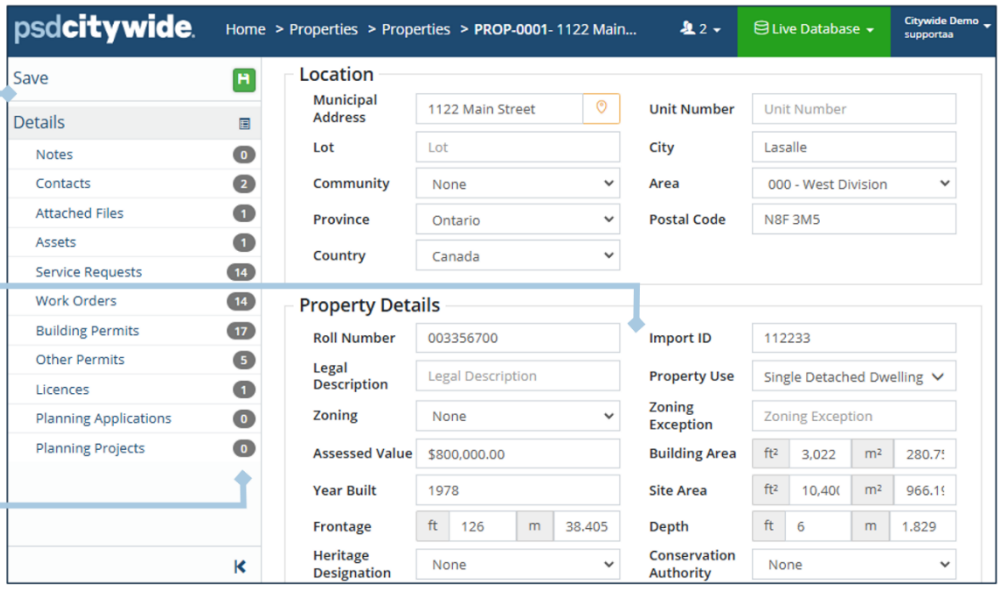


Property and Owner Tracking

Comprehensive Property Details
Maintain a centralized database of property attributes, including roll numbers, zoning, assessed value, and legal descriptions.

Property Use and Zoning
Track zoning regulations, property usage, and associated metadata to ensure compliance and data consistency.

Integrated Permit History
Access a consolidated record of building permits, planning applications, and other associated activities for accurate tracking.



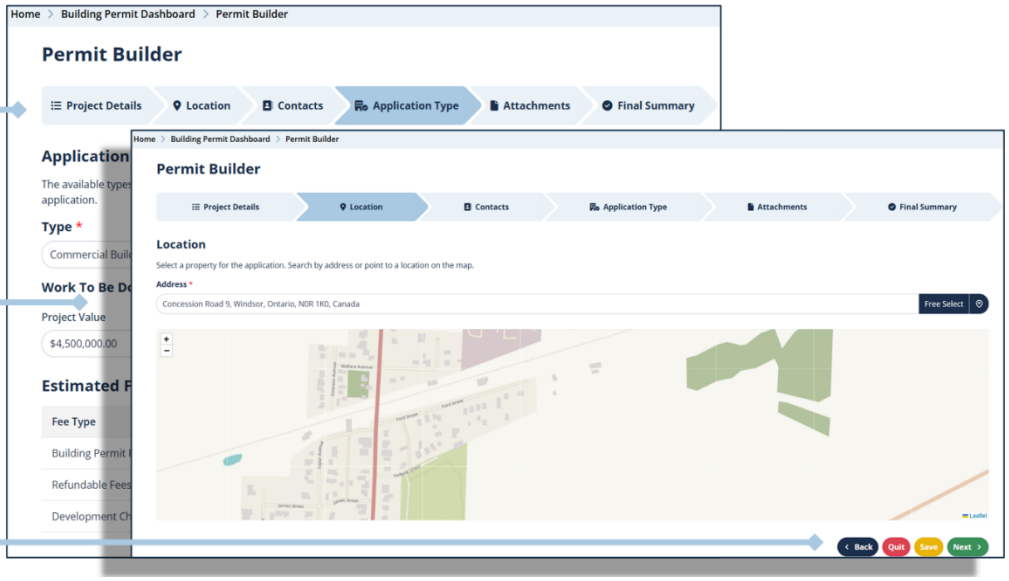
Citywide Customer Portal

Permitting, Planning, Licensing

Step-by-Step Navigation
A guided progress bar outlines each step in the service request process, ensuring clarity from start to finish.

Map-Based Location Selection
Users can select the issue location by entering an address or directly marking the spot on an interactive GIS map for precise reporting

Form Navigation Buttons
Accessible buttons like "Back," "Save," and "Next" let users navigate the form easily, save their work, or make edits before submission

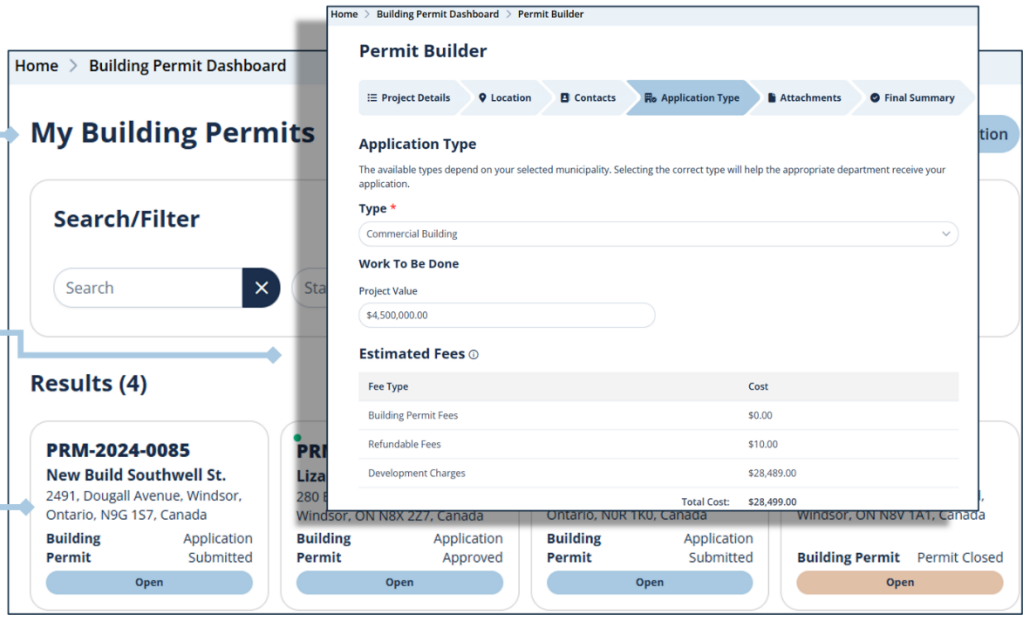


Permit Builder

Submit Permit Applications
Citizens can search or filter and submit permit applications, search by keywords or status, enabling quick access to relevant information.

Service Request Builder
Easily review and manage all details of submitted service requests, including, type, location, preferences, etc.

View Submitted Applications
The dashboard provides an overview of submitted permit applications, including key details like Permit ID, permit type, location, and status.

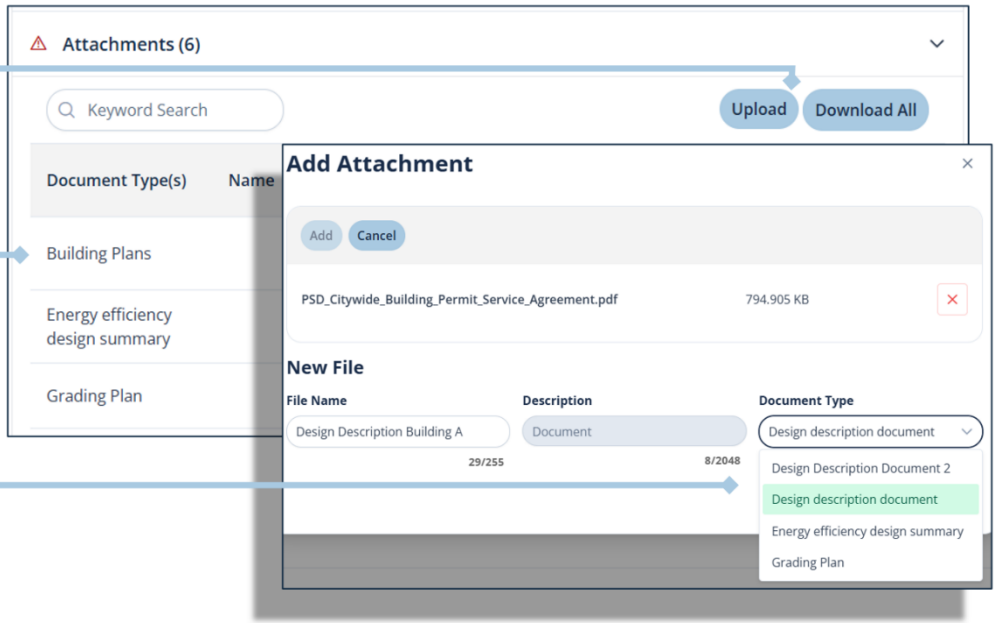


Document Management

Bulk Actions
Easily upload new files or download all existing documents for review with a single click.

Manage Files
Upload, update, or replace files directly within the portal, and categorize uploaded files by document type to meet application requirements

Required Documents
View a list of required documents specific to the application type to ensure accurate submissions

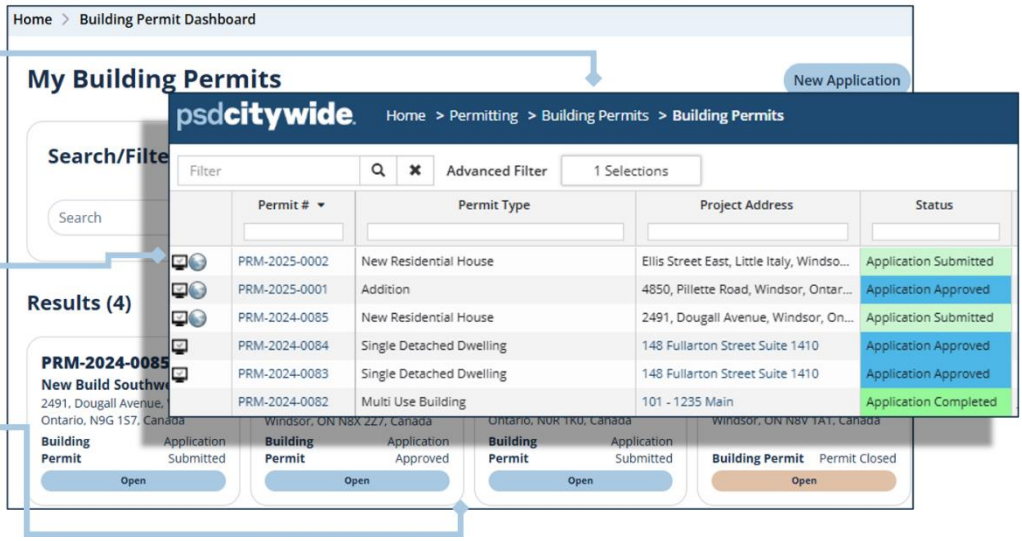


Real-time Tracking

Data Synchronization
Real-time synchronization with Citywide Permitting ensures accurate and consistent records across the portal and internal systems.

Online Applications
Easily identify online applications within the main application interface for streamlined tracking and management.

Application Status
Track real-time statuses of applications, such as submitted, approved, or completed, ensuring accurate progress updates for both applicants and staff.



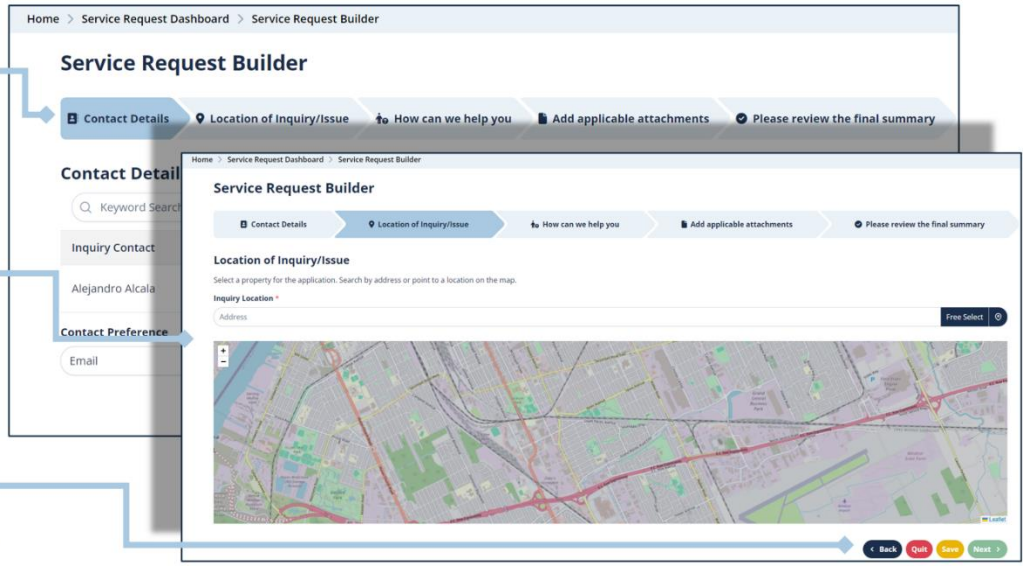
Service Requests and Code Enforcement Complaints

Online Requests and Complaints

Step-by-Step Navigation
A guided progress bar outlines each step in the service request process, ensuring clarity from start to finish.

Map-Based Location Selection
Users can select the issue location by entering an address or directly marking the spot on an interactive GIS map for precise reporting

Form Navigation Buttons
Accessible buttons like "Back," "Save," and "Next" let users navigate the form easily, save their work, or make edits before submission

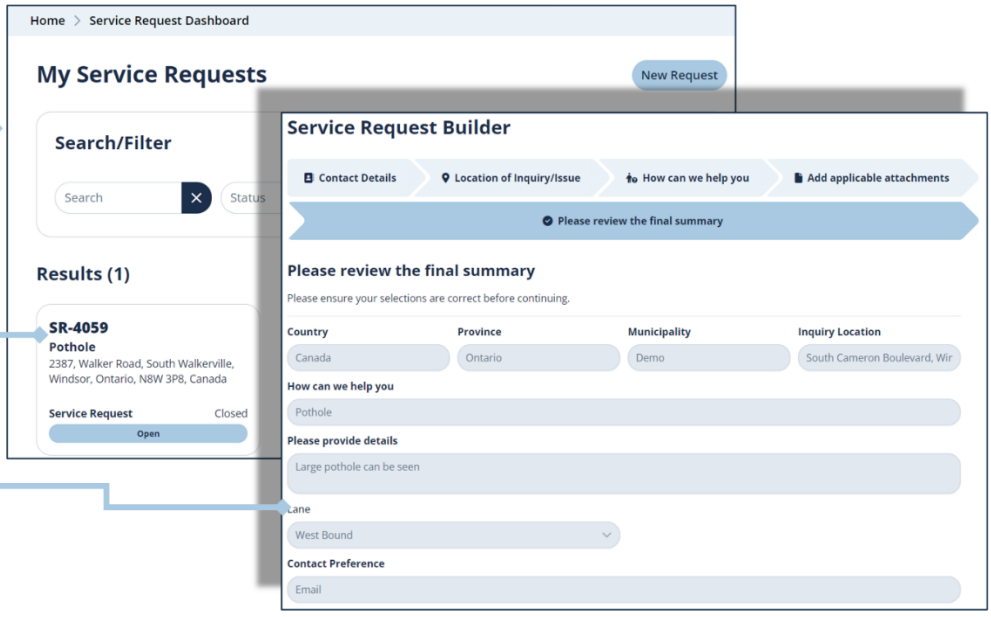


Request and Complaint Management

Manage Service Requests
Citizens can search or filter their submitted requests by keywords or status, enabling quick access to relevant information.

View Submitted Requests
The dashboard provides an overview of submitted service requests, including key details like request ID, issue type, location, and status (e.g., Open or Closed).

Service Request Builder
Easily review and manage all details of submitted service requests, including, type, location, preferences, etc.

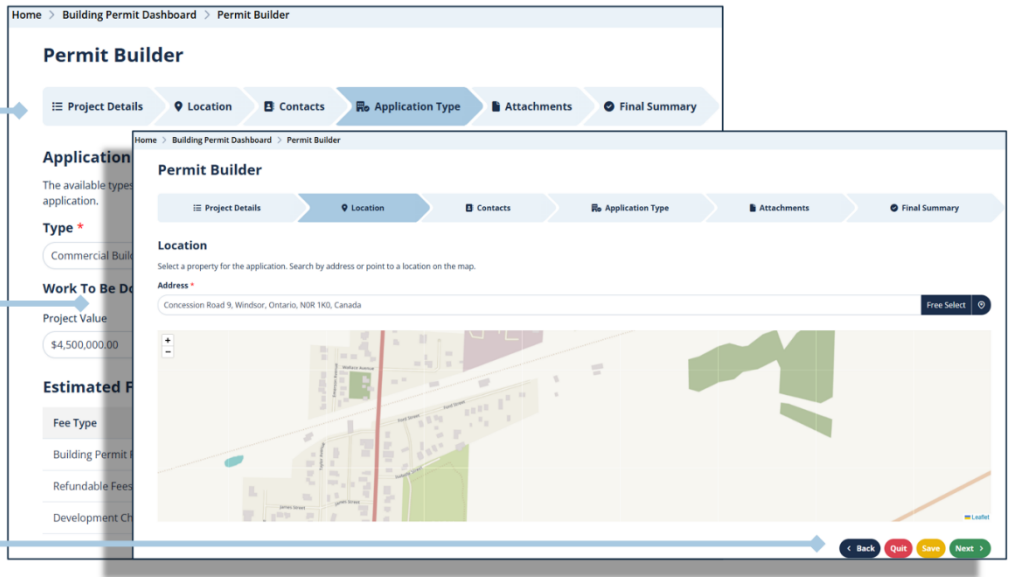


Geolocation Tools

Step-by-Step Navigation
A guided progress bar outlines each step in the service request process, ensuring clarity from start to finish.

Map-Based Location Selection
Users can select the issue location by entering an address or directly marking the spot on an interactive GIS map for precise reporting

Form Navigation Buttons
Accessible buttons like "Back," "Save," and "Next" let users navigate the form easily, save their work, or make edits before submission

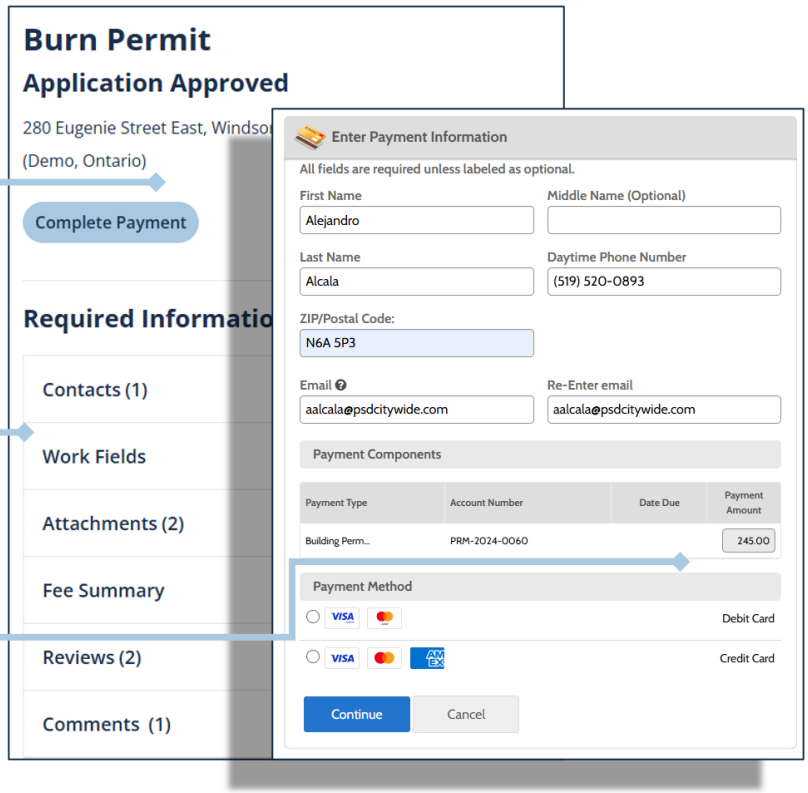


Online Fee Processing

Complete Payment
Applicants can securely complete their payments directly through the portal, integrated with the municipality's payment gateway.

Payment Details
View detailed payment information, including fee breakdowns, account numbers, due dates, and total amounts owed.

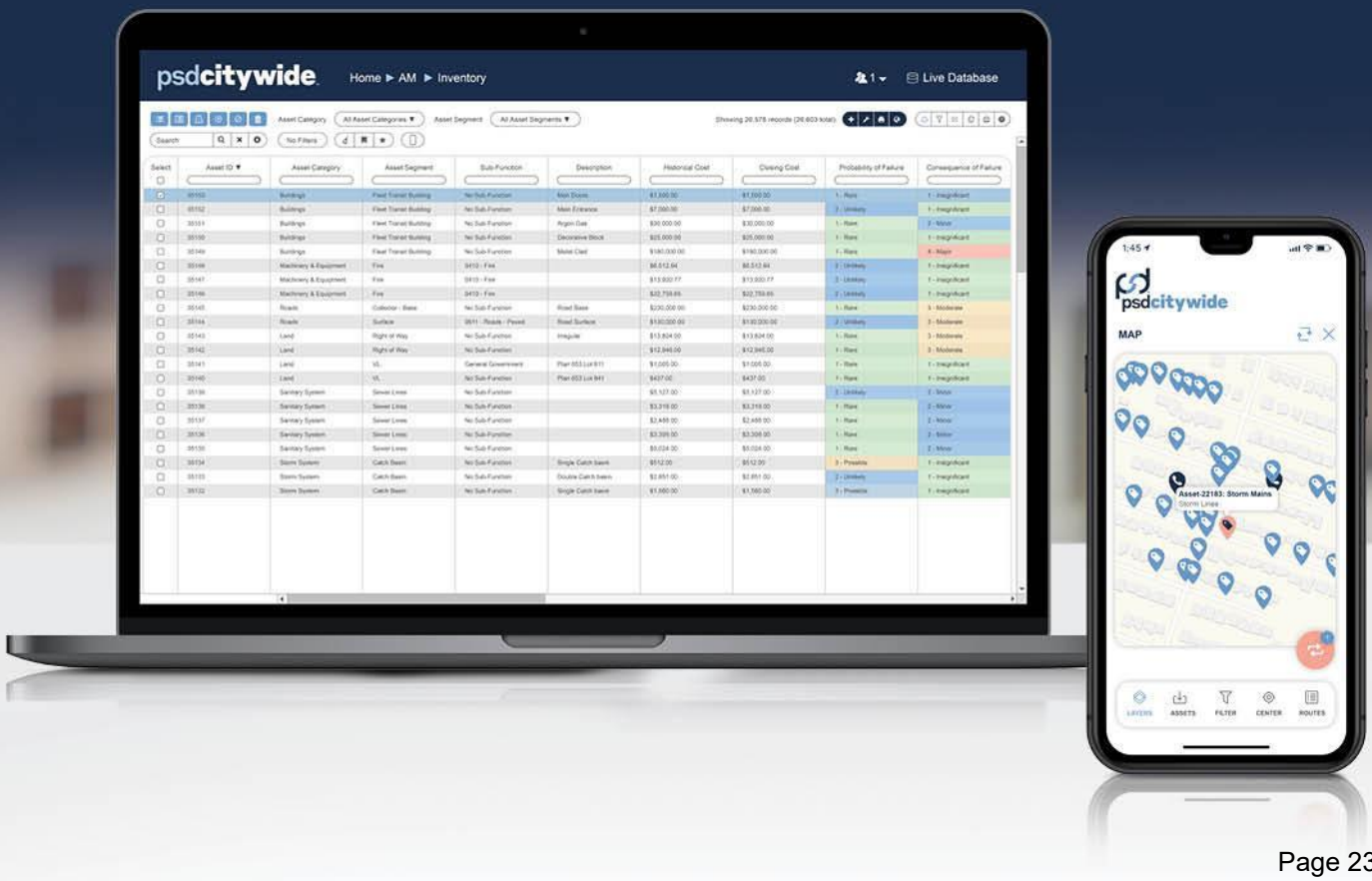
Fee Processing
Fee transaction processing and tracking are managed seamlessly through the Citywide Permitting module for accurate financial records.



Letter / Form Builder

Recreate letters/forms electronically. Citywide Permits can auto-populate information directly into fields on the electronic letter from the permit. Text, Municipal logos, etc. are all configurable.

Appendix III – Service Level Agreement



MASTER SAAS AGREEMENT

This Master Software as a Service Agreement ("**Saas**") Agreement (this "**Agreement**"), dated as of [DATE] (the "Effective Date"), is by and between PSD Citywide (US) Inc., a Delaware corporation with offices located at [ADDRESS] ("**PSD Citywide**"), and [CUSTOMER NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] with offices located at [ADDRESS] ("**Customer**"). PSD Citywide and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, PSD Citywide provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and PSD Citywide desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions:**

    a. "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by PSD Citywide in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

    b. "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

    c. "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

    d. "**Documentation**" means PSD Citywide's documentation relating to the Services available at [URL], as updated by PSD Citywide from time to time.

    e. "**PSD Citywide IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, PSD Citywide IP includes Aggregated Statistics and any information, data, or other content derived from PSD Citywide's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

    f. **"Services"** means the SaaS offering as described on a schedule to this Agreement, substantially in the form of **Schedule A** attached hereto, or on a separate purchase order, statement of work, or other document between the Customer and PSD Citywide. Such

schedule, purchase order, statement of work, or document is referred to herein as a "**Schedule**". In addition to ongoing SaaS services, the Services may include implementation services to initiate and integrate the SaaS services for the Customer and consulting services. Additional Services may be added from time to time by the parties entering into additional Schedules that refer to this Agreement.

2. **Access and Use:**

a. **Provision of Access**. Subject to terms and conditions of this Agreement, PSD Citywide hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 24) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. PSD Citywide shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services subject to Section 6. The total number of Authorized Users will not exceed the number set forth on the applicable Schedule, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. **Documentation License**. Subject to the terms and conditions contained in this Agreement, PSD Citywide hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 24) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

c. **Use Restrictions**. The Customer will not: (a) reproduce, sell, rent, assign, lease, sublicense, distribute, pledge, serve third parties, market or commercially exploit, in any way, except as provided in this Agreement the Services or any component thereof; (b) use the Services to process data for other parties or for any purpose or function whatsoever other than for its own internal use; (c) use the Services except as authorized herein; (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear during use of any Services; (e) reverse engineer, decompile, disassemble or create derivative works from the Service or any software that is part of the Service; or (f) use the Services for activities that are illegal or unethical.

d. **Reservation of Rights**. PSD Citywide reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the PSD Citywide IP.

e. **Suspension**. Notwithstanding anything to the contrary in this Agreement, PSD Citywide may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) PSD Citywide reasonably determines that (A) there is a threat to or attack on any of the PSD Citywide IP; (B) Customer's or any Authorized User's use of the PSD Citywide IP disrupts or poses a security risk to the PSD Citywide IP or to any other customer or vendor of PSD Citywide; (C) Customer, or any Authorized User, is using the PSD Citywide IP for fraudulent or illegal activities, or activities outside of Customer's ordinary course of business; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PSD Citywide's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of PSD Citywide has suspended or terminated PSD Citywide's access

to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 4(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). PSD Citywide shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. PSD Citywide shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. PSD Citywide will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

f. **Aggregated Statistics**. PSD Citywide may monitor Customer's use of the Services and collect and compile Aggregated Statistics based on Customer Data input into the Services and other sources. As between PSD Citywide and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PSD Citywide. Customer agrees that PSD Citywide may use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. **Service Levels and Support**:

a. **Service Levels**. Subject to the terms and conditions of this Agreement, PSD Citywide will provide support ("**Support**") for the Services as described on the PSD Citywide Support Schedule, attached hereto as **Schedule B**.

b. **Support**. The access rights granted hereunder entitle Customer to the Support described on **Schedule B** for the Term.

4. **Fees:**

a. **Fees**. Customer shall pay PSD Citywide the fees ("**Fees**") as set forth in the applicable Schedule without offset or deduction. Pricing contained in a Schedule may be based on certain assumptions and exclusions. If any assumptions and exclusions set out on a Schedule turn out to be incorrect, PSD Citywide may treat any additional work required as a change request from the Customer. PSD Citywide may change any fees payable under any Schedule at any time. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the applicable Schedule. Recurring monthly fees are payable in advance. Other fees are payable in arrears within 30 days of the date of invoice. If Customer fails to make any payment when due, without limiting PSD Citywide's other rights and remedies: (i) PSD Citywide may charge interest on the past due amount at the rate of 2% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse PSD Citywide for all costs incurred by PSD Citywide in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, PSD Citywide may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Any payments, or any deposits paid for any Services, are not refundable absent default by PSD Citywide.

b. **Taxes**. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by

any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on PSD Citywide's income.

c. **Auditing Rights and Required Records**. Customer agrees to maintain complete and accurate records during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. PSD Citywide may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid PSD Citywide with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 10% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two years after the termination or expiration of this Agreement.

5. **Term**: This Agreement will commence upon execution. This Agreement is effective until terminated.

   The term ("**Term**") of the various Services will begin on the date and be for the period contained in the applicable Schedule. The Term of each Schedule will automatically extend for the same period as the initial term. The Customer may terminate the applicable Schedule at the end of the then current Term by giving at least 60 days prior notice to PSD Citywide. PSD Citywide may terminate the applicable Schedule at the end of the then current Term by giving at least 6 months prior written notice.

   PSD Citywide may terminate this Agreement and all applicable Schedules or suspend the provision of Services, if not cured within 15 days following receipt of notice of default, upon the occurrence of any of the following events: (a) Customer fails to comply with any provision of this Agreement, uses the Services beyond the scope described herein, or fails to pay when due; (b) Customer attempts to assign, sub-license, or otherwise transfer any of its rights under this Agreement without the consent of PSD Citywide; or (c) Customer files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Customer, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by Customer of any act or proceeding for the winding up of its business. In addition to termination, all fees for the balance of the then current Term will become immediately payable, reflecting that PSD Citywide's cost of supplying the Services have been spread out over the Term.

6. **Security:** Logon ID's, passwords or other authentication are required to access the Services. It is the Customer's responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and not share them with others. The Customer is responsible for all activity carried on under its account.
   In the event of any suspected unauthorized use of the Services, or any suspected breach of security, including loss, theft, or unauthorized disclosure of password information, the Customer will notify PSD Citywide immediately. In the event of a breach of security, the Customer will remain liable for any unauthorized use of the online Services until it notifies PSD Citywide of such breach.

7. **Intellectual Property Ownership; Feedback.**

a. **PSD Citywide IP**. Customer acknowledges that, as between Customer and PSD Citywide, PSD Citywide owns all right, title, and interest, including all intellectual property rights, in and to the PSD Citywide IP.

b. **Customer Data**. PSD Citywide acknowledges that, as between PSD Citywide and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to PSD Citywide a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for PSD Citywide to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Upon termination of the Services, the Customer will have 90 days to obtain its Customer Data as may be stored by PSD Citywide subject to the provision of Service, after which PSD Citywide will delete it. Notwithstanding the forgoing, PSD Citywide may retain a copy of Customer Data subject to its record retention policies.

c. **Feedback**. If Customer or any of its employees or contractors sends or transmits any communications or materials to PSD Citywide by mail, email, telephone, or otherwise, suggesting or recommending changes to the PSD Citywide IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback"),** PSD Citywide is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to PSD Citywide on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and PSD Citywide is free to use without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PSD Citywide is not required to use any Feedback.

8. **Updates:** The online SaaS Services will be updated by PSD Citywide from time to time in its sole discretion at no additional cost to the extent it provides such updates to its customers generally, provided that the Services are not materially downgraded by doing so. Additional features may be made available from time to time for an additional cost.

9. **Customer Responsibility:** Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided or enabled by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users or any third party that gains access to the Services or Documentation through Customer or an Authorized User, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

10. **Service Levels:** PSD Citywide will use commercially reasonable efforts to keep online Services operational on a continuous basis, subject to reasonable maintenance requirements and matters beyond PSD Citywide's reasonable control.
If PSD Citywide, in its sole discretion, deems the Customer to be adversely affecting online Service performance, then PSD Citywide may suspend the online Services to the Customer until the problem is rectified.

11. **Limited Warranty and Warranty Disclaimer.**

a. PSD Citywide warrants that the Services will conform in all material respects to the service levels set forth in Schedule B when accessed and used in accordance with the Documentation. PSD Citywide does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit B. The remedies set forth in Schedule B are Customer's sole remedies and PSD Citywide's sole liability under the limited warranty set forth in this Section 12(a).

b. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a),THE PSD CITYWIDE IP IS PROVIDED "AS IS" AND PSD CITYWIDE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PSD CITYWIDE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), PSD CITYWIDE MAKES NO WARRANTY OF ANY KIND THAT THE PSD CITYWIDE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. **Indemnification**.

a. **PSD Citywide Indemnification**.

i. PSD Citywide shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's United State registered patents or copyrights, provided that Customer promptly notifies PSD Citywide in writing of such Third-Party Claim, cooperates with PSD Citywide, and allows PSD Citywide sole authority to control the defense and settlement of such Third-Party Claim.

ii. If a Third Party-Claim is made or appears possible, Customer agrees to permit PSD Citywide, at PSD Citywide's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make them non-infringing, or (B) obtain the right for Customer to continue use of the Services in accordance with this Agreement. If PSD Citywide determines that neither alternative is reasonably available, PSD Citywide may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and require Customer to immediately cease any use of the Services or any specified feature thereof.

iii. This Section 13(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by PSD Citywide or authorized by PSD Citywide in writing; (B) modifications to the Services not made by PSD Citywide; or (C) Customer Data.

b. **Customer Indemnification**. Customer shall indemnify, hold harmless, and, at PSD Citywide's option, defend PSD Citywide from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by PSD Citywide or authorized by PSD Citywide in writing; or (iv) modifications to the Services not made by PSD Citywide, provided that Customer may not settle any Third-Party Claim against PSD Citywide unless PSD Citywide consents to such settlement, and further provided that PSD Citywide will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

c. **Sole Remedy**. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PSD CITYWIDE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PSD CITYWIDE IP INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PSD CITYWIDE'S LIABILITY UNDER THIS SECTION 12 EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO PSD CITYWIDE BY CUSTOMER.

13. **Limitations of Liability**. IN NO EVENT WILL PSD CITYWIDE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PSD CITYWIDE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PSD CITYWIDE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PSD CITYWIDE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $100, WHICHEVER IS LESS.

14. **Confidential Information:** Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, product capabilities or lack thereof), that is disclosed by a party to the other or that is otherwise learned by the other in the course of its discussions or business dealings with the other, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

    Confidential Information will not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in

its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; (d) any Confidential Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed; and (e) any ideas, concepts, know-how, or techniques learned while providing the Services.

The parties will (i) not use Confidential Information for any purpose other than that contemplated by this Agreement; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party, during the term of this Agreement or at any time thereafter; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party, at any time; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party's obligations with the other, and are under confidentiality obligations.

Notwithstanding the above, PSD Citywide may use, share, aggregate and monetize anonymized and aggregate data.

15. **Privacy**: The parties will treat any personal information in the possession of the other party that they may have access to under this Agreement as required under applicable privacy legislation and each party's own privacy policy as it exists from time-to-time. Neither party will use or disclose such personal information in any way except pursuant to the other party's instructions or to the extent necessary to perform this Agreement. PSD Citywide will use security measures adequate to the sensitivity of the personal information to protect personal information. If PSD Citywide subcontracts any part of its obligations hereunder it will obtain contractual obligations similar to this section from the subcontractor. See our privacy policy for more detail.

16. **Non-Solicitation**: During the Term and for a period of 12 months thereafter, the Customer will not (directly or indirectly) recruit, hire as an independent contractor, or offer employment to any individual that is then, or has been within the previous 12 months, an employee of PSD Citywide. If the Customer breaches this section, the Customer shall pay to PSD Citywide as liquidated damages and not as a penalty (the customer acknowledging that the cost and time to PSD Citywide to train and bring a new employee to an efficient level can be significant) an amount equal to the employee's base annual salary as at the date of termination of employment with PSD Citywide.

17. **Prior Agreement:** This Agreement and all applicable Schedules contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement is binding on either party. This Agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.

18. **Survival:** The provisions of this Agreement pertaining to Confidential Information, privacy, and non-solicitation will survive the termination of this Agreement. Other sections pertaining to rights and obligations which by their nature should survive termination are hereby confirmed to so survive.

19. **Force Majeure:** In no event shall PSD Citywide be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond PSD Citywide's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, pandemic, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

20. **Notice:** All required notices, or notices which may be provided in accordance with this Agreement, will be in writing and will be duly provided for if the notice is remitted to its addressee by courier, mail, or e-mail (provided that notices sent by e-mail are only effective if the recipient confirms receipt by reply email), if to PSD Citywide to the address at the bottom hereof, and if to the Customer to the address set out on the applicable Schedule, or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner provided for in this section. Every notice delivered in the manner provided for herein will be deemed to have been received: when delivered or by e-mail the first business day after the date received; or the fifth business day following the date of mailing, if sent by mail.

21. **Amendment and Modification; Waiver**. No amendment to or modification of this Agreement, except as otherwise provided herein, is effective unless it is in writing and signed by an authorized representative of each Party. Nothing in a Schedule may amend this Agreement unless the Schedule explicitly states that the Schedule is amending this Agreement, refers to the section being amended and is signed by both parties. Any specifications, work requests, statements of work, budgets or other documents that are signed by the parties or explicitly incorporated by reference within other signed documents from time to time form part of this Agreement and the applicable Schedule under which they are prepared. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

22. **Severability**. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. **Governing Law; Submission to Jurisdiction**. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

24. **Assignment**. PSD Citywide may assign this Agreement at any time in its sole discretion. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of PSD

Citywide. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

25. **Export Regulation**. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

26. **Equitable Relief**. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

27. **Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF this Agreement has been entered into by the parties hereto as of the _____ day of _____, 2024.

PSD Citywide (US) Inc.	**[CUSTOMER NAME]**
By: _____	By: _____
Name:	Name:
Title:	Title:

Schedule A
Form of Services Schedule

Customer name, address and contact info

PSD Citywide contact info

Services: [describe business terms of the SaaS product, and any other services such as implementation, and country it will be hosted in] or [The Services are as set forth in the PSD Citywide Proposal/Charter with [Customer Name] dated [DATE] (the "Proposal").
The Proposal is hereby incorporated by reference and made a part of this Schedule.

Fees:

Term: 36 months

Commencement Date:

This Schedule is subject to the terms of the Master SaaS Agreement referred to above.

IN WITNESS WHEREOF this schedule has been entered into by the parties hereto as of the X day of X, 2024.

PSD Citywide (US) Inc.	**[CUSTOMER NAME]**
By: _____	By: _____
Name:	Name:
Title:	Title:

Schedule B
Support Schedule

This schedule sets out support levels provided by PSD Citywide for its SaaS products. This schedule is subject to the terms of the SaaS Agreement to which it is attached.

PSD Citywide supports its SaaS products in a number of ways, including in product help, and support web pages.
If the Customer must contact PSD Citywide for support, PSD Citywide will do so based on the metrics below.

Error Classification / Description for reporting to VENDOR	Description & Target Action(s) & Target Response Times from VENDOR
CRITICAL System cannot run. A time critical user job is stopped and affecting a significant number of users.	**Response Time:** **Within 4 hours from the time PSD Citywide is notified of the Error** (for Critical Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is made by PSD Citywide to resolve the Error within 1 working day
HIGH PRIORITY An important operational user job is stopped. A time critical user job is at risk of stopping or malfunctioning; an important function of the System is malfunctioning.	**Response Time:** **Within 8 hours from the time PSD Citywide is notified of the Error** (for High Priority Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is to be made by PSD Citywide to resolve the Error within 2 working days.
MEDIUM A non-urgent job is not executable. System malfunction has infrequent or minor user impact.	**Response Time:** **Within 2 working days from the time PSD Citywide is notified of the Error** (for Medium Priority Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is to be made by PSD Citywide to resolve the Error within 3 working days
LOW The Error has no current impact on any end user. There is a locally identified cure or workaround available.	**Response Time:** **Within 3 – 5 working days from the time PSD Citywide is notified of the Error** (for Low Priority Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is to be made by PSD Citywide to resolve the Error on a best effort basis.

VENDOR'S RESPONSIBILITIES

The Vendor shall:

Provide Support to the client for the System as defined within the Error Priority and Response Chart and correct and resolve any Errors;

Ensure on a best effort basis that the System, and each part or component thereof, will operate and function without Error following the introduction of all Updates provided by the Vendor;

Ensure on a best effort basis that the System will operate and function without Error on any updates, repairs, replacements or fixes including, without limitation, software patches or bug fixes;

Ensure on a best effort basis that the System will operate and function without Error on new releases of any Vendor supplied proprietary tools and components in, or used for, the System and shall provide the Customer with reasonable prior written notice of any planned changes or modifications to all such tools and components;

CUSTOMER RESPONSIBILITIES

The Customer shall:

Provide all necessary information and assistance requested by Vendor to understand and describe an Error in order to allow the Vendor to carry out its duties.

Make all requests for support through the PSD Citywide support portal. Customer shall provide a detailed description of the issue, steps to replicate the problem and other assistance as requested by the Vendor.

The Customer shall advise the Vendor of any changes to their business requirements that may necessitate a review or modification of the Vendor's services.

The Customer will notify Vendor of any planned, scheduled outages or changes to their environment by notifying Vendor at least 14 business days in advance. Customer is responsible for providing all relevant details of changes within the notification and also perform their own integration testing.



Asset Management & Planning/Permitting Software - PSDCitywide









Nathan Gabbard
Town of Berthoud
GIS Analyst – Engineering Division/Community Development Department
Ngabbard@Berthoud.org

TOWN of BERTHOUD
Est. 1888

Garden Spot of Colorado

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1. Background
2. The Process
3. Benefits
4. Next Steps

Background

A cross-departmental meeting in May 2025 identified critical pain points regarding data integrity, including data gaps, inconsistencies, and lack of standardization. Furthermore, systemic silos remain a significant challenge, as our primary platforms (GIS, Community Core, and Laserfiche) currently lack the integration necessary for seamless data exchange.

- Open Gov
- Acella
- Novotx

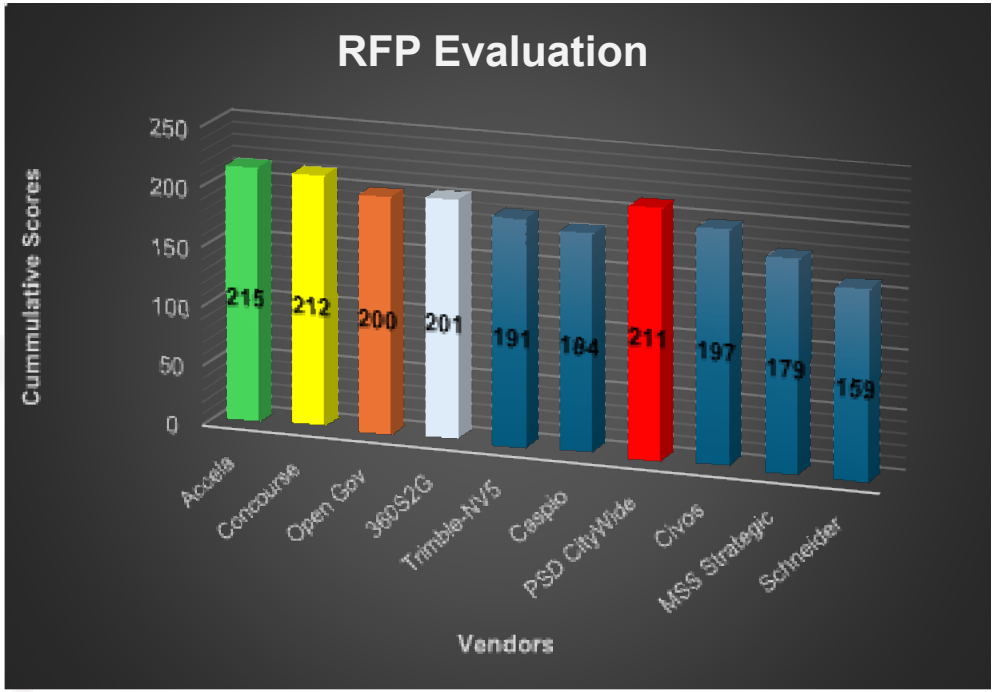
We then held several demos and discussions with OpenGov, Accela, and Novotx to explore their solutions. Department directors and supervisors were impressed with the platforms and decided to include the software in their 2026 budget proposals.



The Process

The Town Board approved the budget for 2026, and I began working on an RFP and organizing this project.

- Formed a selection committee
- RFP posted in February
- Answered around 170 questions from vendors.
- Received 18 bids from various vendors
- Some were removed either due to extreme cost or not offering everything
- Evaluation matrix used
- Top 5 were Accela, Concourse, Open Gov, 360S2G, and PSDCitywide
- Had multiple demos from each company on the asset management and planning/permitting modules.



The Process Continued

- After extensive demos and meeting several times to discuss, the committee narrowed it down to OpenGov and PSDCitywide.
- OpenGov was the initial favorite but due to cost and an issue with our payment processor we moved forward with PSDCitywide as our #1 choice.

The Process Continued

Who is PSDCitywide?

- **PSD Citywide** is an enterprise software and advisory company that builds technology specifically for local governments, public utilities, and public sector organizations across North America.
- They have over 23+ years experience.
- Capability to handle all departments for future needs with various modules.
- Have not been bought out by another bigger company.
- We would be the first Colorado client.



The Benefits!

- Increased public transparency.
- Increased staff efficiency.
- Standardized data and record keeping.
- Breaking down departmental silos.
- Better Technology (mobile app)
- Scalable growth for the future.



Next Steps

- Pending approval, officially go under contract with PSDCitywide.
- Begin implementation starting in July.
- 8–16-month implementation process

Thank you!

Board of Trustees Information

Community Development Department

Meeting Date:	**June 30, 2026**
Agenda Title/Subject:	**Public Hearing: Request for a Major Alteration of a Historic Structure Located at 224 Mountain Ave**
Type of Item:	**Regular Item**
Purpose:	**Consider a request for a Major Alteration to a Local Historic Landmark located at 224 Mountain Avenue**
Presented by:	**Bella Manzo**

Attachments:

1. 224 Mountain Staff Report
2. 224 Mountain Ave Application Materials - Door Addition
3. Resolution 2026.16

Background:

The property owner of 224 Mountain Ave (the Carlson Building) is requesting approval of a proposed alteration to the structure as discussed in the application and this staff report. The applicant, Berthoud Historical Society, has provided application materials detailing the project scope. The alteration that the applicant proposes is the addition of a door on the west side of the building where a window currently exists. The door is intended to provide an additional means of egress for both museum staff and visitors. The proposed door has been designed to match the existing door at the south entrance of the building. The existing historic character and appearance of the site is planned to be retained with this alteration.

The applicant initially submitted a request to remove the property's landmark designation in order to complete the proposed alteration. The Historic Preservation Advisory Committee (HPAC) heard the request at their May 11, 2026 meeting, and through discussions with the Committee, the applicant, and Town Staff, the process was clarified such that the applicant could pursue the project while maintaining the property's historic designation. As a result, the applicant withdrew the revocation request.

Following withdrawal of the revocation request, the applicant continued to work with Town Staff to submit an alteration application request that could be reviewed through the Town's established alteration request process as defined in code Section 30-10-112.

The applicant presented the alteration request to HPAC at its June 8, 2026 public hearing. HPAC heard the request recommended approval of the alteration to the Town Board of Trustees.

Update/Next Steps:

The Town Board of Trustees will hear the alteration request at their meeting on June 23, 2026.

Should the Town Board of Trustees approve this alteration request, the applicant will be required to obtain necessary building permits pursuant to the scope of work proposed with this alteration.

Fiscal Impact and Fund Source:
There is no negative impact to the Town in consideration of this alteration request. The applicant has paid the required alteration application fee.

Community Touchstones:
Consideration of this request does not negatively impact community touchstones and is supportive of Community Identity touchstone. Preservation and thoughtful review of changes to historic resources ensures that the historic character of Berthoud is not only retained, but maintained for the public education and use.

Recommended Action(s):
The Historic Preservation Advisory Committee heard the applicant's request at their June 8, 2026 meeting and recommends approval of the request to the Town Board of Trustees.

BOARD OF TRUSTEES STAFF REPORT

Meeting Date:	**June 23, 2026**
Agenda Title/Subject:	**Request for a Major Alteration to a Local Historic Landmark located at 224 Mountain Avenue**
Type of Item:	**Public Hearing**
Purpose:	**Consider a request for a Major Alteration to a Local Historic Landmark located at 224 Mountain Avenue (the Carlson Building)**
Presented by:	**Bella Manzo, Planner & Staff Liaison to the Historic Preservation Advisory Committee**

ATTACHMENTS:

- 224 Mtn Historic Alterations Application Materials
- Minutes from the June 8, 2026 Meeting of the Historic Preservation Advisory Committee
- Resolution 2026.16

BACKGROUND:

The property owner of 224 Mountain Ave is requesting approval of a proposed alteration to the structure as discussed in the application and this staff report. The applicant, Berthoud Historical Society, has provided application materials detailing the project scope. The alteration that the applicant proposes is the addition of a door on the west side of the building where a window currently exists. The door is intended to provide an additional means of egress for both museum staff and visitors. The existing historic character and appearance of the site is planned to be retained with this alteration. The building's location via aerial imagery is highlighted in blue:



The proposed wood door is intended to match the style of the existing south-facing door of the building. An aerial image depicting the proposed location of the door is included below. The image

Commented [AJ1]: Check directions. The red circle is on the building's west side if North is to the left.

depicts the west side of the building where the door is planned to be located, circled in red, which faces the interior courtyard on the site.



More detailed images of the proposed door location can be found in the attached document and represent the applicant's intent to improve the functionality of the site for visitors and staff, while retaining the character and integrity of the site. No work is being proposed on the façade of the building facing Mountain Ave.

The applicant initially submitted a request to remove the property's landmark designation in order to complete the proposed alteration. The Historic Preservation Advisory Committee (HPAC) heard the request at their May 11, 2026 meeting, and through discussions with the Committee, the applicant, and Town Staff, the process was clarified such that the applicant could pursue the project while maintaining the property's historic designation. As a result, the applicant withdrew the revocation request.

Following withdrawal of the revocation request, the applicant continued to work with Town Staff to submit an alteration application request that could be reviewed through the Town's established alteration request process as defined in code Section 30-10-112.

The applicant presented the alteration request to HPAC at its June 8, 2026 public hearing. HPAC heard the request recommended approval of the alteration to the Town Board of Trustees.

UPDATE/NEXT STEPS

Section 30-10-112 of the Berthoud Development Code states that a proposal for major alterations requires the HPAC to discuss and make a recommendation to the Town Board. HPAC heard the request at their meeting on June 8, 2026. The HPAC moved to recommend approval of the alteration request to the Town Board of Trustees.

Municipal Code Section 30-10-103 defines the term Alteration as follows: An addition, removal, change, or reconfiguration which alters the exterior character of a Local Historic Landmark including new construction in Historic Districts.

i. Minor alterations shall include painting, repair or replacement of roof using the same or similar materials as the existing roof, or foundation repair.
ii. Major alternations shall include window or **door replacement, additions**, and removal of architectural elements, including but not limited to alterations of any land surface, including the addition or removal of any improvement to or from any land surface that is

within or part of any designated resource.

Staff has determined upon review of the term, “Alteration” that the proposed work falls into the category of “Major Alterations.”

The following standards were discussed at the June 8, 2026 HPAC meeting and are included in the HPAC’s recommendation to the Town Board. These criteria must be met to approve a major alteration of a Local Historic Landmark. Each of the standards found in the Town Code are listed below followed by a response from staff in italic font. Staff’s response is based on the materials submitted for the consideration of a Major Alteration of a Local Historic Landmark.

30-10-112.G.1: Minor or Major Alterations: Authorization from the Town Staff is required for work identified as minor alterations as defined in this Section. Authorization from the Town Board of Trustees with a recommendation from the Committee is required for work identified as major alterations to the exterior as defined in this Section. In order to approve an application for an alteration of a Local Historic Landmark, or a Contributing Structure in an approved Historic District, the approving authority shall find that the proposal meets the following standards:

a. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
   Staff response: The applicant is not proposing changes to the use of the building with this application for exterior alterations.

b. The historic character of a property shall be retained and preserved. The relocation of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
   Staff response: The applicant is not proposing the removal of elements that contribute to the historic character of the property. Any elements proposed to be removed are also proposed to be replaced with visually similar, historically sympathetic alternatives.

c. A property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall be discouraged.
   Staff response: The applicant is not proposing the creation of a false sense of history.

d. Changes to a property that has acquired historic significance in their own right shall be retained and preserved.
   Staff response: Previous changes to the property that have acquired historic significance in their own right are not proposed to be altered with this application.

e. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
   Staff response: Please see the written response to criteria b above.

f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
   Staff response: The Applicant is not proposing replacement of deteriorated historic features with this application.

g. Chemical and physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used unless otherwise approved by the Town Staff.
   Staff response: The Applicant has not presented that they will be undertaking the work listed in this standard.

h. Archaeological resources should be protected and preserved in place. If such resources must be disturbed, mitigation measures should be encouraged.

Staff response: The Applicant has not presented that they will be undertaking the work listed in this standard.

i. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportions, and massing to protect the integrity of the property and its environment.

Staff response: The proposed alterations do not include such changes that would destroy historic materials, features, and spatial relationships that characterize the property.

j. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Staff response: The proposed alterations are planned such that, if removed in the future, the essential form and integrity of the historic property and its environment would not be impaired.

RECOMMENDED ACTION(S)

The Historic Preservation Advisory Committee recommends approval of the applicant's request for a Major Alteration to a Local Historic Landmark for the building at 224 Mountain Avenue (the Carlson Building) to the Town Board of Trustees.

Applicable building permits shall not be processed until the Town Board of Trustees has approved this request.

Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.

Town of Berthoud logo with mountains, sun, and the text 'Town of Berthoud Est. 1888'

Town of Berthoud
807 Mountain Ave
P.O. Box 1229
Berthoud, CO 80513-2229
Ph. 970-532-2643 Fax 970-532-0640

Application for alterations to historic landmarks

The Town of Berthoud Historic Resources Ordinance requires that exterior alterations to a designated historic property, or to a property within a designated historic district must receive a Certificate of Approval issued by the Town of Berthoud. The following information is needed to consider this request:

Property owner(s)

Name
Berthoud Historical Society

Address
224 Mountain Ave.
PO BOX 225

Phone
9705322147

E-mail
museumsdirector@berthoudhistoricalsociety.org

Applicant (if different from owners)

Name
Applicant full name

Address
Street address, city, state, ZIP

Phone
Applicant contact phone

E-mail
name@example.com

Certification: I certify that the information and exhibits submitted are true and correct to the best of my knowledge.

Certification signatures

Applicant (print)
Applicant printed name

Phone Phone

Signature
Applicant signature

Date
mm/dd/yyyy

Owner (print)
Berthoud Historical Society

Phone 9705322147

Signature
Owner signature

Date
06/02/2026

Submittal checklist for alterations to historic landmarks

Alterations to a designated historic landmark, a contributing structure in an approved historic district, or the major alteration of a historic landmark of statewide significance may include painting, staining, window or door replacement, additions, removal of architectural elements or other similar work, landscaping, relocation, or demolition. *Note: The ordinary repair or maintenance of these structures that does not involve a change in design, materials or appearance does not require review and approval under the Historic Resources Ordinance.* Alterations to designated historic landmarks shall be done in conformance with the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* as published by the U. S. Department of the Interior, National Park Service. The following submittal information is required:

Date submitted

Date submitted
06/02/2026

Completed application form

$100.00 application fee

Site plan, drawn to scale, showing

- ☐ Name, date, project address, north arrow, graphic scale, date of drawings, and name
- ☐ Location of existing and proposed structures
- ☐ Dimensions, height, and materials of all proposed structure(s)
- ☐ Location of existing landscaping, parking areas, and utilities
- ☐ If the project involves new construction, a scale drawing (character sketches or architectural elevations) showing openings (windows, doors), materials, and proposed colors
- ☐ If the project involves replacement of historic elements (windows, doors) product literature, as available
- ☑ Digital photos showing the existing exterior of the structure on all visible sides (date photos and indicate the view the photo was taken from)

Narrative of the proposed project, addressing the following items (attach additional pages if needed):

☑ Narrative is attached or completed below

Complete the sections below to provide the required narrative for the proposed project.

A. Describe the proposed work:

We would like to add a door on the west side of the Carlson Building, located at 224 Mountain Avenue. Currently, there is only a south-facing door on the facade on the Mountain Ave street side, and an additional door would allow for additional and better access to the Carlson Building for staff and volunteers. We would be able to have visitors stay within the Museum complex instead of having to go out onto the sidewalk and walk around to the Carlson building.
Over the years, the Berthoud Historical Society has made this a multipurpose building that includes staff offices, collections storage, exhibit spaces, and educational spaces. With the limited entry way that the build curently has, this building remains closed to the public often for the health and safety of the collections, staff, and visitors.
In adding this door, we would be able to add additional visitor experience spaces as well as security controls for the Museum's collection.

B. Provide details about proposed materials and colors:

A wooden door and wooden frame will be installed in the west wall of the Carlson that match the south-facing door and are modeled after this door. Seen in the attached photo.

C. How does the proposed project address the applicable Town of Berthoud's review standards (see Section 30-9-111.5. of the Berthoud Municipal Code, available online at www.berthoud.org)

As this building is part of the Berthoud Historical Society Museum complex, we want to make all aspects of the Museum visitor-friendly and accessible as often as we can. We believe adding a door will help with this without changing the overall character of the building. In looking into the Alterations section of the Municipal code, we believe we are honoring and following section G1 of 30-10-112. Following letters B, C, F, and I of the section mentioned. Our door will match the overall facade of the building by matching the new door with the existing door in style, dimensions, and design. It will only add to the use of the building and will help to protect the materials and objects within this building.



Resolution No. 16
Series 2026

A Resolution of the Board of Trustees of the Town of Berthoud Approving the Request for Major Alterations to the Designated Local Historic Landmark at 224 Mountain Avenue

Whereas, on June 3, 2026 the Berthoud Historical Society, Inc ("Applicant") submitted an application for major alterations to a designated local historic landmark located at 224 Mountain Avenue in the Town (the "Application"); and

Whereas, on June 8, 2026, the Town's Historic Preservation Advisory Committee considered the Application pursuant to the authority granted by Berthoud Municipal Code § 30-10-112.A., and recommended that the Board of Trustees approve the Application.

Now Therefore be it Resolved by the Board of Trustees of the Town of Berthoud as follows:

Section 1. Findings. Considering the recommendations of Town staff and the Historic Preservation Advisory Committee, the Board of Trustees finds that the Application meets the criteria set forth in Berthoud Municipal Code § 30-10-112.G.

Section 2. Decision. Based on the foregoing findings, the Board of Trustees hereby approves the Application.

Introduced, approved and adopted this 23rd day of June, 2026.

Town of Berthoud

_____
William Karspeck, Mayor

Attest

_____
Christian R. Samora, CMC, Town Clerk

Board of Trustees Information

Community Development Department

Meeting Date:	**June 30, 2026**
Agenda Title/Subject:	**Public Hearing: Amendment to Landscape Guidelines in Consideration of the Newly Adopted Colorado Wildfire Resiliency Code - Ordinance 1383**
Type of Item:	**Regular Item**
Purpose:	**Presentation to the Town Board of Trustees to amend the Landscape Design Guidelines, specifically the Wildland Urban Interface (WUI) section and Master Plant Lists, in consideration of the newly adopted Colorado Wildfire Resiliency Code**
Presented by:	**Tawn Hillenbrand**

Attachments:

1. 01 Landscape Design Guidelines Amendment Ordinance
2. Appendix A_Amended Landscape Design Guidelines
3. Draft PC Meeting Minutes 2026 05 14
4. Public Notice - Berthoud - Landscape Guidelines for WUI

Background:

In 2023, the Town Trustees adopted the Landscape Design Guidelines to implement the vision and values expressed in the 2021 update to the Comprehensive Plan, including strengthening the Town's sense of place, enhancing community identity, supporting community resiliency and sustainability touchstones.

The Code presentation before you includes the following relatively minor changes to the Wildland Urban Interface (WUI) section of the guidelines (page 21) and the Master Plant Lists (pages 22-32):

1. Updating the defensible space zones already provided in the guidelines to be consistent with the newly adopted Colorado Wildfire Resiliency Code; and
2. Incorporating a new symbol on the existing Master Plant Lists for 'Firewise' plants. The new symbol is intended to help developers and residents determine which plants may be most suitable when updating or providing new landscaping on their properties.

Update/Next Steps:

The Planning Commission heard the proposed Code Amendments at their May 14, 2026 meeting, and the item was introduced to the Town Board on June 9, 2026. This is the 2nd reading, or public hearing, for the Code Amendments. Nothing has changed since the introduction on June 9, 2026.

Fiscal Impact and Fund Source:
There is no negative fiscal impact to the Town in amending the Landscape Design Guidelines.

Community Touchstones:
Consideration of the amendment request does not negatively impact community touchstones. Consideration of approval of the request does provide support for protecting the life, safety, and general welfare of current and future residents of Berthoud, thereby providing support to strengthen the Town's sustainability and resiliency goals.

Recommended Action(s):
Planning Commission recommends the Town Board of Trustees approve the proposed amendments to the Landscape Design Guidelines contained in the attached Ordinance with all attached Ordinance Appendices.

Ordinance No. 1383
Series 2026

An Ordinance of the Town of Berthoud Amending the Landscape Design Guidelines in consideration of the newly adopted 2025 Colorado Wildfire Resiliency Code

Whereas, the State of Colorado established the Colorado Wildfire Resiliency Code Board by Senate Bill 23-166 in 2023 in order to develop a statewide model code for wildfire resilience;

Whereas, the Colorado Wildfire Resilience Code Board adopted the 2025 Colorado Wildfire Resiliency Code and the Fire Intensity Classification Map;

Whereas, Colorado communities, counties and special districts are required to adopt the 2025 Colorado Wildfire Resiliency Code before April 1, 2026;

Whereas, upon adoption of the Wildlife Resiliency Code and Map by the Town, the Berthoud Fire Protection District will adopt the same code; and

Whereas, the Board of Trustees does hereby find and determine that it is in the best interests of the Town of Berthoud to amend the Landscape Design Guidelines in consideration of the 2025 Colorado Wildfire Resiliency Code for the protection of life, safety and the general welfare of the current and future residents of Berthoud.

Now Therefore, be it Ordained by the Board of Trustees of the Town of Berthoud as follows:

Section 1. That the Landscape Design Guidelines amendments contained in Exhibit A herein have been adopted.

Section 3. Interpretation. This Ordinance shall be so interpreted and construed to effectuate its general purpose.

Section 4. Severability. If any provision of this Ordinance is determined to be invalid for any reason, such determination shall not affect the validity of the remaining provisions of this Ordinance, and the Board of Trustees hereby declares that it would have passed this Ordinance and each provision thereof irrespective of the fact that any one or more provisions may be declared invalid.

Section 5. Repeal. Existing ordinances or provisions thereof inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 6. Effective Date. The provisions of this Ordinance shall take effect thirty (30) days after publication as required by law.

Introduced this 9th day of June, 2026.

Town of Berthoud

_____

William Karspeck, Mayor

Attest

_____

Christian Samora, Town Clerk

Approved and adopted this 23rd day of June, 2026.

Town of Berthoud

_____

William Karspeck, Mayor

Attest

_____

Christian Samora, Town Clerk

LANDSCAPE DESIGN GUIDELINES

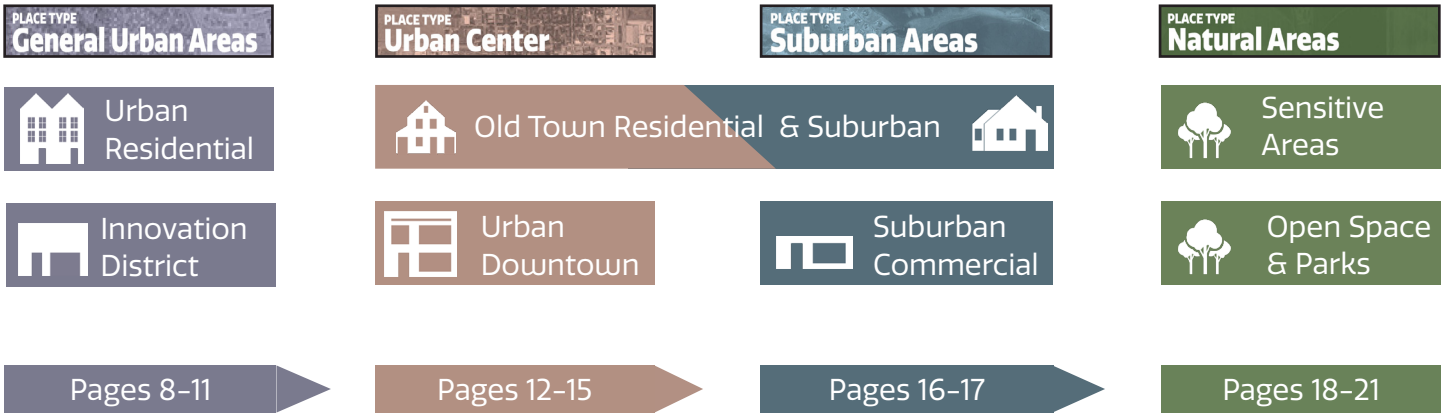
PLACE TYPES

TOWN OF BERTHOUD DESIGN GUIDELINES



INTRODUCTION

These guidelines provide expectations regarding landscaped spaces in new development as well as information for use in the renovation of existing landscaped areas. These guidelines are organized to communicate town-wide requirements for plant selection and maintenance. Additional specific guidelines for the following character districts found in the Berthoud Comprehensive Plan update are included.



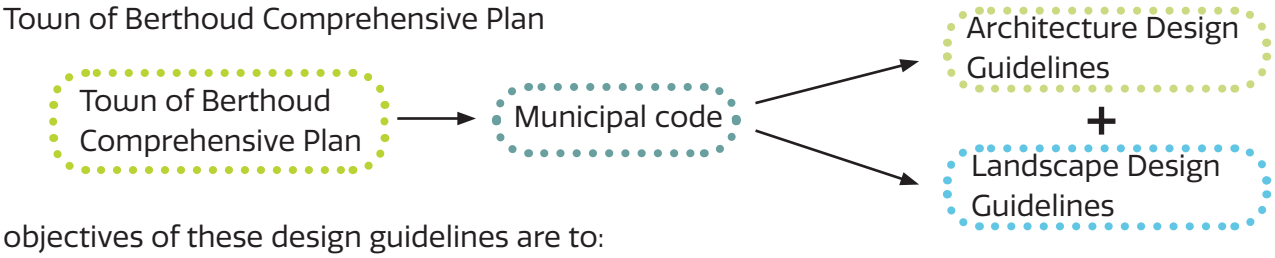
Organization:
Within each section are a number of design principles and measures that address the different elements of landscape design and environmental sensitivity based on land use. Each section of the town wide Design Guidelines will cover over arching objectives (e.g., planting, maintenance, water use etc) based on place types.

Guidelines that promote water wise and sustainable practices are designated by the water wise leaf symbol.

How To Use the Guidelines:
Property owners, developers, designers, and contractors proposing new development in Berthoud should first review the zoning of the property being developed and familiarize themselves with the Berthoud Municipal Code. They should then proceed to the most recent **Berthoud Comprehensive Plan Update**, the **Berthoud Municipal Code (Landscape Design 30-2-112)**, adopted master plans affecting the property, and finally, these **Landscape Design Guidelines**. The provisions set forth in this document identify the desired level of planting and design quality for all development; however, flexibility is necessary and encouraged to achieve excellent design. Each application for development should demonstrate to what extent it incorporates these guidelines. Applications that do not meet specific guidelines applicable to that project should provide rationale for the design and explain how the project will meet the **intent** of the Comprehensive Plan, the Municipal Code, and these Guidelines. Whether the design intent is justified will be determined through Planning Department review. Appeals to Planning Department decisions will be made to the Planning Commission.

How the Guidelines are Applied:

The Landscape Guidelines are intended for the Planning Department, as well as other town agencies and department staff, developers, architects, engineers, and community members to use in processing and evaluating project designs and applications together with relevant policies from the **Berthoud Comprehensive Plan as amended,** the **Berthoud Municipal Code (Landscape Design 30-2-112)**, and finally, these **Landscape Design Guidelines**. To achieve the stated purpose, the Guidelines will apply to all new construction and substantial building alterations that require approval by the Town of Berthoud Community Development staff in the Planning Department and Building Department. Incorporating these guidelines into a project's design will result in aesthetically pleasing and compatible landscaping in new developments, with plantings appropriate to the Colorado Front Range region's climate, soil, and environmental conditions.



The objectives of these design guidelines are to:

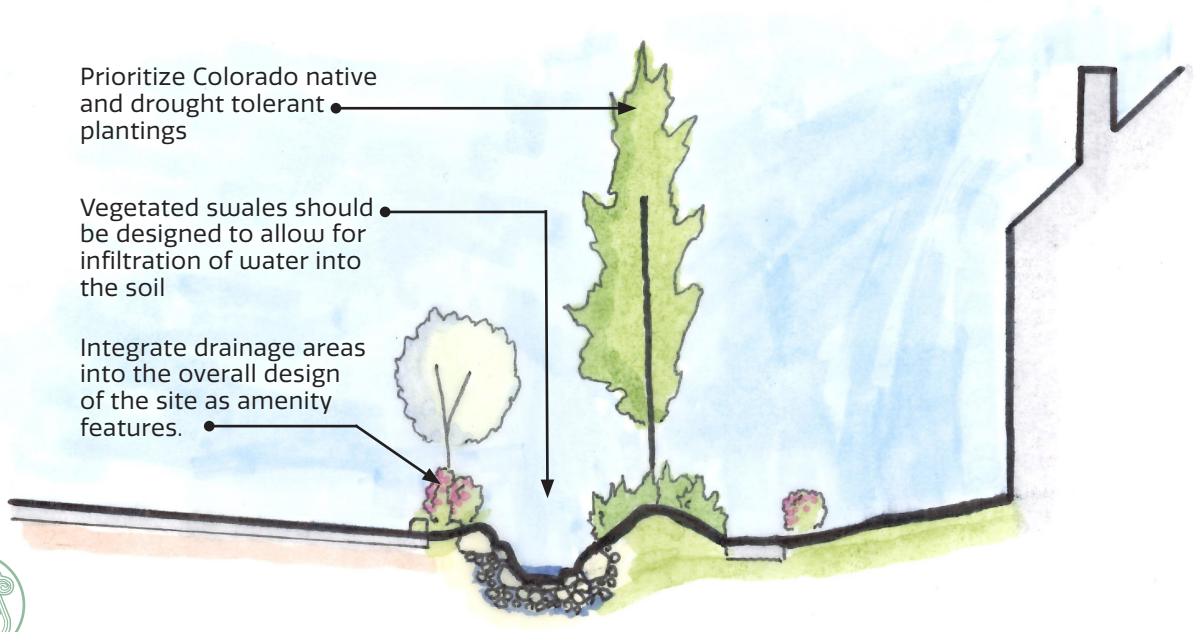
a. Reflect the vision and policies set forth in the Town of Berthoud Comprehensive Plan.
b. Supplement landscape development standards found in the Town of Berthoud Municipal Code.
c. Maintain or improve property values.
d. Enhance the town's natural beauty, visual character, and climate resilience.
e. Encourage high-quality landscapes.
f. Facilitate a high level of resource conservation.
g. Provide designers and decision makers with a tool that is reflective of the town's Colorado climate landscape character and sense of place as the 'Garden Spot of Colorado'.



This section will incorporate overall landscape strategies to be implemented in all place types.

An ecology based stormwater management system is the baseline for creating a resilient and sustainable city. The core principles of these guidelines are to enhance landscape biodiversity, maximize water infiltration, and create a distributed network for stormwater management that is redundant and well connected.

1. Impervious surfaces should be kept to a minimum when not required by town.
2. Infiltration of water into the soil should be promoted by best practice grading and drainage design.
3. Permeable paving materials should be used to the extent practical in hardscaping areas like driveways and parking lots to recharge groundwater and reduce stormwater runoff.
4. Vegetated swales should be designed to allow for infiltration of water into the soil. Where practical, swales should be located along the edges of streets and along parkways.
5. Stormwater runoff should be diverted from impervious roofs and paths into permeable landscaping areas to increase water infiltration into the ground.
6. In areas with poor drainage, subsurface water storage or bioswales should be provided.
7. Drainage systems should be decentralized, to distribute storm water across the site instead of channelizing it.
8. Consider using multiple stormwater strategies (bioswales, permeable pavers, rain gardens) that cleanse water and increase infiltration.
9. Landscape designs should slow, spread and soak stormwater, allowing plants to filter stormwater instead of piping directly to retention ponds.



1. Plant selection should be specific to Berthoud's climate, in addition to site conditions such as location on site/exposure, light intensity, soil types, site drainage, and irrigation.
2. Plant selection should enhance the plants likelihood of becoming established and reduce potential disease, death, or maintenance.
3. Colorado native and drought tolerant species should be prioritized as much as possible.
4. Select plants that are beneficial to native pollinators and incorporate landscape features that provide habitat for native pollinators.
5. Plants and trees for a new development project should meet the following criteria:
   - 1.5" – 2" caliper or larger (for trees)
   - Shrubs should be in 5 gallon containers
   - Vines and Espaliers should come in 1 gallon containers or larger
   - Perennials and ornamental grasses should come in 1 gallon containers or larger
   - Ground cover should be in quart sized containers or larger
6. Street trees of the same species along the same street should be the same size and shape, and meet the following size criteria at the time of planting:
   - 1.5" – 2" caliper preferred, up to 5" maximum (for healthy establishment)
7. When replacing dead or dying trees, the size of the replacement tree should closely match the size of the trees next to it up to a 5" caliper.
8. The target percentage of low water use plants is eighty percent (80%). See master plant list.
9. Select plants that will contribute to winter color, texture, and form when possible to provide visual interest year round.
10. When using hardscape mulch (rock, gravel, cobble), design for seventy five percent (75%) living plant cover (full growth) for any planter or landscape area (includes tree lawns).



Town of Berthoud Facts –

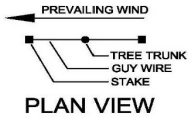
- *Berthoud has been a part of the **Tree City USA** program since 1990*
- *Berthoud is nicknamed the **'Garden Spot of Colorado'** because of its abundance of trees, open space and sweeping mountain views*
- *In 2020, Berthoud passed resolution2020-01 with the sole purpose of protecting and supporting pollinators in town.*

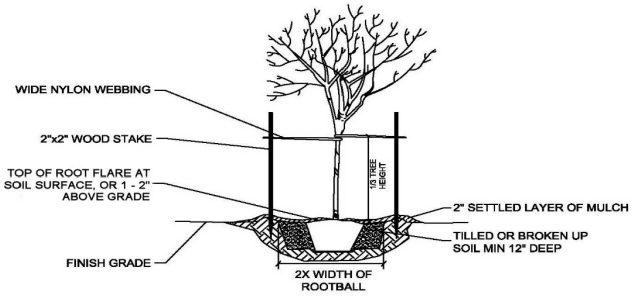
1. Street side landscaping should present a unified design that adds to the built environment. The design should accentuate development entries with planting, monument signs, and lighting. (As needed in accordance with Berthoud's Dark Sky requirements.)
2. Landscape structures and features, hardscape, and site furnishings and fixtures should be designed as integral parts of the overall landscape concept, and they should be consistent or compatible with the neighborhood architectural style, scale, material, and finishes.
3. Where irrigation systems and/or plant materials can cause damage to sensitive building materials, a two- (2') to three- (3') foot space should be left between the outside building wall and adjacent landscaping elements to minimize damage to the building structure. This space should be filled with decorative hardscape materials.
4. Monoculture and/or plant palettes including five (5) or less species are discouraged.
5. Regionally sourced or manufactured landscape consruction materials, such as lumber, mulches, pavers, trees, shrubs, groundcover, and quarried gravel/cobbles/rocks or other hardscape materials, should be utilized where practical.
6. Permeable paving materials should be used where feasible.
7. Select street trees that are appropriate to their intended location and function.
8. Select drought tolerant, native landscaping to limit irrigation needs to conserve water, reduce storm-water runoff, and increase the capacity for groundwater recharge.
9. Use perennials, annuals, ornamental trees and ornamental grasses to accentuate gateway locations and special sites in town.
10. Hardscape materials and installation should meet the standard of care for all applicable professionals and should not result in an unsafe condition.
11. Enhanced paving materials should be provided at key focal points such as points of entry, pedestrian crossings, plazas, and other locations that warrant special visual emphasis.
12. Trees and shrubs should be located and spaced to allow for mature and long-term growth.
13. Trees should be selected on a performance basis with the objective of minimizing water use, providing shade, minimizing root intrusion, and providing color and contrast (see Master Plant List).

***Sustainability Tip** – A gas powered leaf blower emits nearly 300 times the amount of air pollution as a pick up truck. Replace your two stroke lawn equipment with battery powered options and reduce air pollution and help ozone levels.*

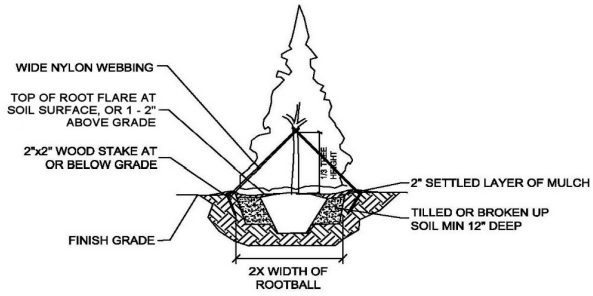
By following an ecology based strategy for landscape design, maintenance costs and effort can be reduced. When a landscape design mimics the naturally occurring ecosystem, the need for pest control and new planting is reduced.

1. Yard waste from landscaping maintenance should be collected and composted where possible. Organic materials that enter landfill contribute to climate change by releasing greenhouse gasses when decomposing in the anoxic conditions of a landfill. Conversely, organic material that is reincorporated into the soil increases soil carbon and nutrients available to plants.
2. When turf grass is used in landscaping, do not collect grass clippings and leaves that fall on the lawn. Instead, allow the organic material to break down and "feed" the soil. This will decrease the need for inorganic fertilizers and also recycle carbon as mentioned above.
3. All common area landscaping and trees will be maintained to keep plants in good condition.
4. Conduct soil analysis to determine if soil has poor organic or physical properties. Amend soil if necessary using compost or other renewable organic materials.
5. Stabilize stockpiled topsoil with native grass seed like buffalo grass during construction to prevent erosion, reduce dust, and protect microbial life.
6. Properly mulch newly planted trees and plantings and ensure they are adequately irrigated until established. Commitment to survival between 1–3 years, depending on the planting.
5. Property owners, HOA's, Metro Districts to replace dead, dying, damaged or diseased plant materials during the same growing season as the removal.
7. Diversity of plantings will decrease the cost and need for maintenance by leveraging beneficial ecosytem services like beneficial birds and insects as well as nutrient cycling.
8. When located within the pedestrian realm, always trim tree limbs and plantings to maintain pedestrian circulation. Locate rock mulch away from the pedestrian realm or contain within landscape to prevent spillage into pedestrian traffic.

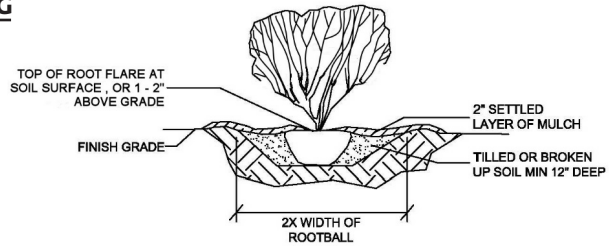




SMALL TREE PLANTING



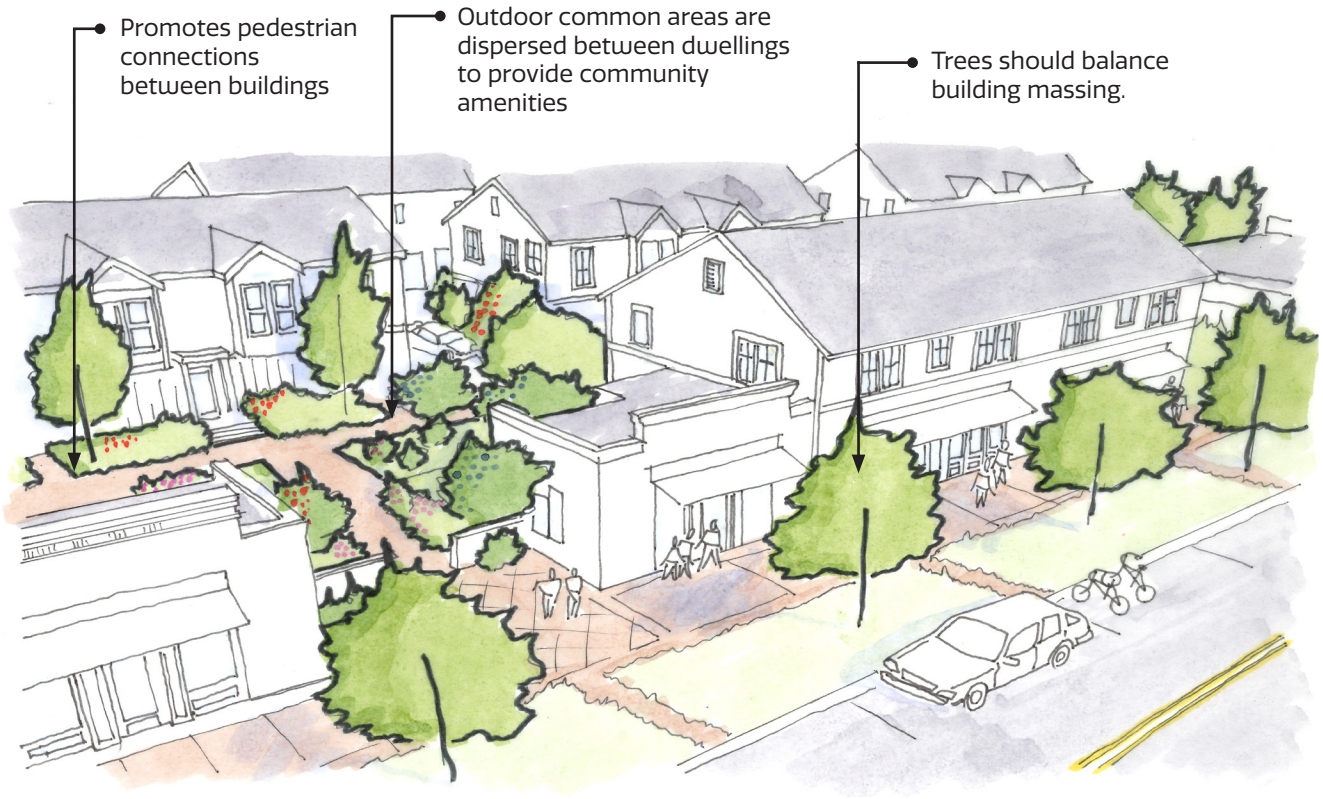
EVERGREEN TREE PLANTING



TYP. SHRUB PLANTING

The urban residential Landscape Design Guidelines apply to all new projects within the Urban Residential Character district.

1. Landscape plans shall be prepared by a Colorado Licensed Landscape Architect for new development.
2. All landscaping in public and common use areas should be maintained to attractive conditions by the owner, HOA, or Metro District (whichever applies).
3. Landscaping should be provided in common use areas associated with urban residential development.
4. Trees should be selected with consideration to their size at maturity to balance building massing.
5. Landscape design should be pedestrian-centric, focusing on designing safe pedestrian-friendly, and comfortable environments with strong connectivity and sense of place.

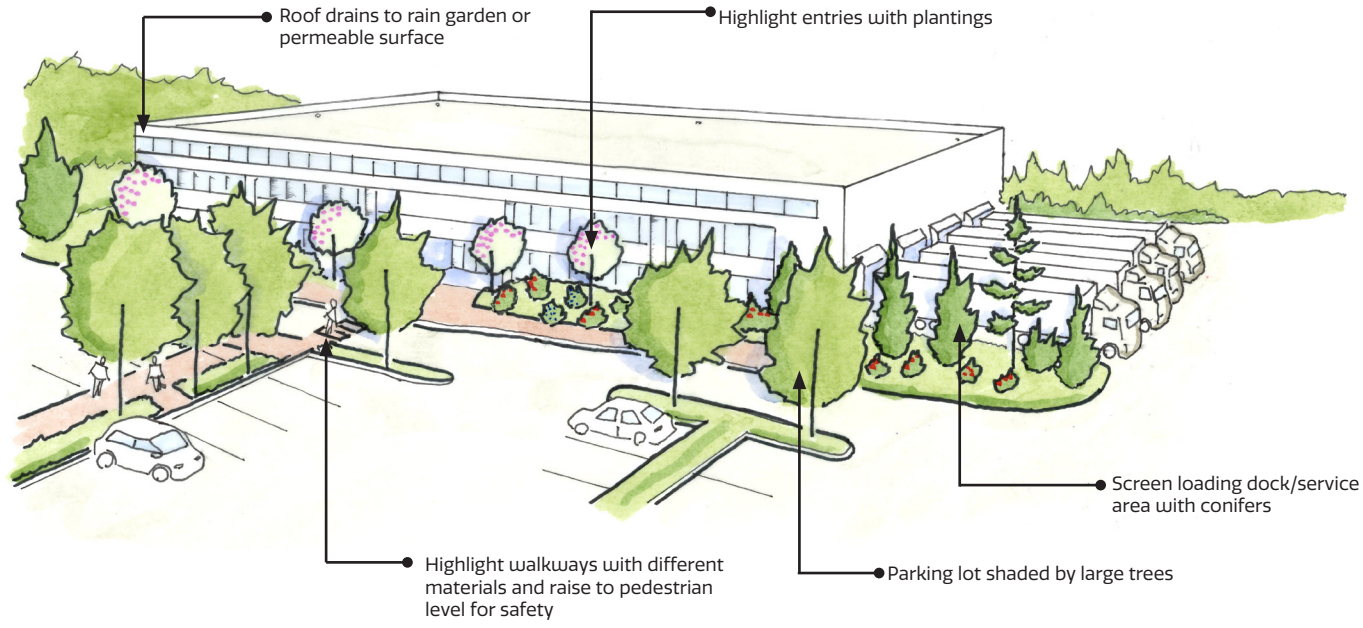




6. Urban residential developments in which the majority of the dwelling units do not have ground level garden space, should set aside land for a community garden (or other community open space) sized at 1/8 acre per 50 dwellings.
7. Thoughtfully developed hardscape design should be integrated into the overall landscaping and may include decorative pedestrian pavements, site furnishings, and landscape features like sculptures, decorative planters, garden ornaments, arbors, trellises, screens, gazebos. These landscape elements should be compatible with the architectural character of the surrounding neighborhood.
8. Design common spaces to provide a sense of security derived from visibility from residential dwellings.
9. Common spaces should have clearly defined separation from vehicular areas to ensure pedestrian safety.
10. Turfgrass lawns should be limited for spaces for active and passive recreation for activities such as sports, games, and group events.

The following urban industrial landscape design guidelines apply to all new projects within the Urban Industrial Character District.

1. Landscape plans shall be prepared by a Colorado Licensed Landscape Architect for new development.
2. Landscaping should create an environment that softens the expanses of buildings and parking spaces. Landscaping elements include trees, shrubs, and ground cover at the base of buildings and to emphasize key architectural features.
3. Landscaping should be used to focus attention on entrances to buildings, shade parking lots, and screen loading and service areas.
4. Landscaping should be in scale with adjacent buildings and be of an appropriate size to accomplish its intended goals.
5. Vines and potted plants should be used, when necessary, to provide wall, column, and post texture and color, as well as to accentuate entryways, courtyards, and sidewalks.

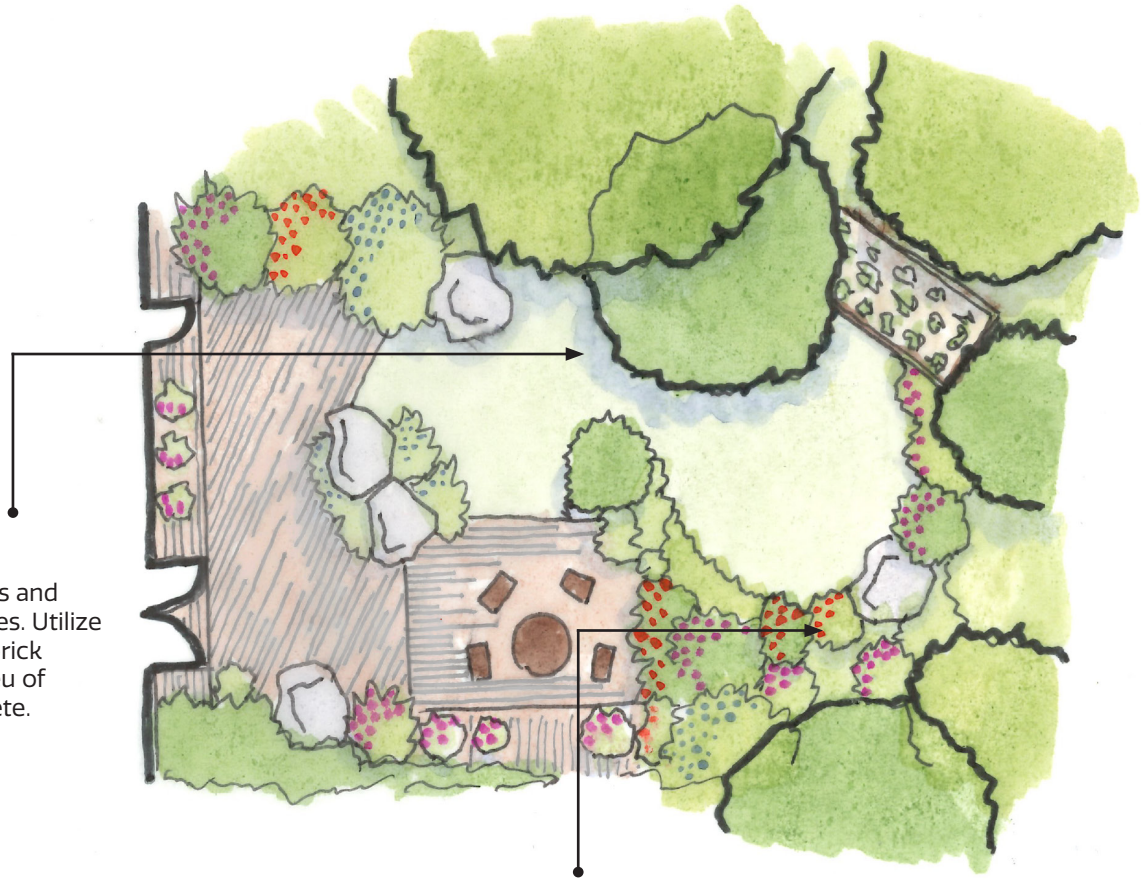


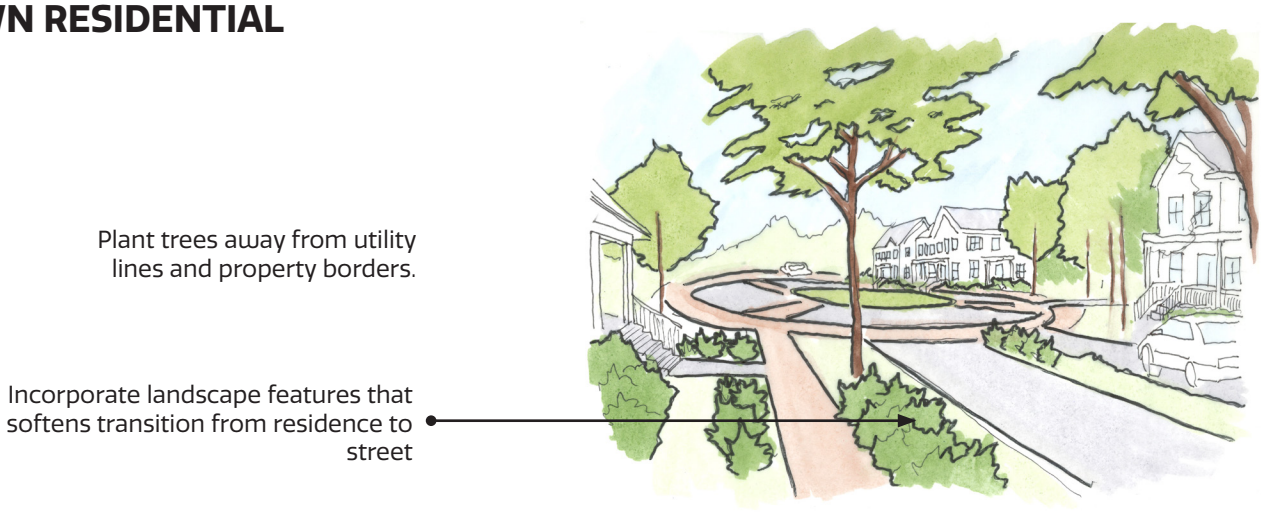
6. Vertical landscape materials should be used to visibly reduce the size of large walls.



The following suburban and old town residential landscape design guidelines apply to all new projects within the Suburban Residential Character District and the Old Town Residential Character District.

1. All new land development applications except building permits for individual single family home residences should retain a licensed landscape architect to prepare landscape plans.
2. Residential homeowners are encouraged to retain a licensed landscape architect or licensed landscape contractor to prepare landscape plans.
3. Landscaping should include a variety of plant, tree, and groundcover species.
4. Front yard landscaping should visually integrate the adjacent natural landscape where possible.
5. Artificial turf should only be used in private backyards or for sports fields.





6. Dwellings should incorporate landscaping features to soften the transition between the home and the street.
7. Locate trees away from utility lines extending to the residence.
8. Turfgrass lawns are discouraged within single-family landscape areas except where adjacent to outdoor living areas such as patios.
9. Residential driveway pavement incorporating decorative material (e.g., pavers, bricks, and colored concrete) to break up and accentuate the surface is encouraged.
10. Permeable paving materials should be used where feasible.
11. Whenever possible, each front yard should have at least two ornamental trees on the property. Front yard trees should have mature sizes in scale with the massing and height of the residence. One tree should be located between 4'-5' of attached sidewalks, and within the tree lawn at detached side walks.



Correct ratio living plant material in rock beds



Incorrect ratio of living plant material within rock bed

The following urban downtown landscape design guidelines apply to all new projects within the Urban Downtown Character District.

1. Landscape plans shall be prepared by a Colorado Licensed Landscape Architect for new development.
2. Keep in mind that the conditions of various planting sites in the downtown area will vary and should be evaluated for individual landscape objectives and suitability to the specific street on which they are to be planted. The following guidelines should be followed:

- Large trees should be located along wide right-of-way streets, and principal access streets such as along Mountain Ave.
- Large trees should also be used to highlight corners, to provide cover for large plazas, or as accents against the skyline.
- Ornamental trees should be used to provide seasonal color and a visual focal point for special locations such as a building entrance, corner areas, sitting areas, bus stops, or other significant areas or view corridors.
- Use of streetscape elements that define the urban palette are encouraged, including tree grates within sidewalk zone, benches and planters with durable materials, decorative paving to define special areas.
- Where tree grates are used they should be sized to accommodate tree growth, minimum 6' x 8'.
- When appropriate, use native grasses, paved areas, and ground covers within the design of a tree lawn.
- Street trees should be properly planted and maintained for health and growth. Replace diseased, damaged or dying trees immediately.



Correct placement and care of successful street tree



Incorrect upkeep of street tree replacement and maintenance

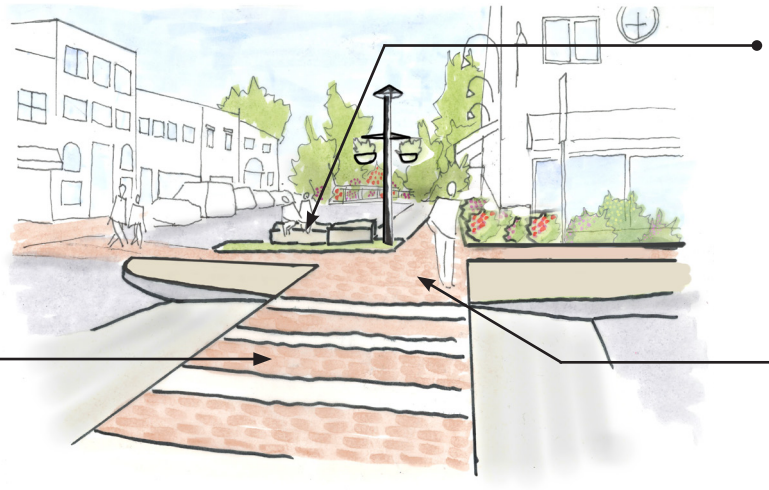
A. Buffer zone: plant street trees and use planters to protect the pedestrian path and separate walkways from the street.

B. Pedestrian walkway: provide adequate space for pedestrians and do not block with outdoor seating.

C. Storefront zone: activate storefront zone with plantings and seating



1. Landscaping must be incorporated in the design of pedestrian areas along the building fronts. Plantings for pedestrian areas should be designed with attention to color, texture and form. Use a variety of trees, shrubs, perennials, and ground covers. Provide seasonal plantings in planters, pots, hanging pots and beds to add color, beauty and variation.
2. New developments should provide for opportunities for the installation of art in landscaped areas and in front of buildings.
3. Do not use gravel or loose stone in place of ground cover in the curb zone
4. Consider maintenance with any improvement made within the right of way.



The following suburban commercial landscape design guidelines apply to all new projects within the Suburban Commercial District.

1. Landscape plans shall be prepared by a Colorado Licensed Landscape Architect for new development.
2. Landscapes should be designed to be low maintenance and compatible with the purpose of the facility.
3. Pedestrian connections should be utilized to create an open network of walkways, sidewalks, and trails throughout the commercial development.
4. The use of shade trees and shade structures may be used to diminish heat by providing shade in summer and allowing solar gain in winter to reduce dust, provide visual screening, and wind breaks.
5. Accent planting should be used around entryways and key focal points.
6. Vines and potted plants should be used to provide wall, column, and post texture and color, in addition to accentuating entryways, courtyards, and sidewalks.
7. Canopy trees should be used in parking lots to ensure shading of paved areas. Shade cover at maturity should meet or exceed fifteen percent (15%) of parking stall paved surfaces.
8. Pedestrian walkways should be provided in all parking areas.

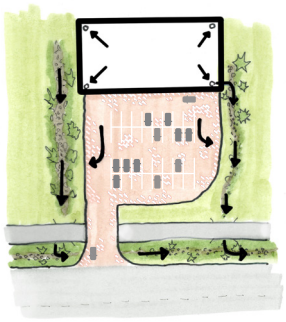


Parking Lot Landscape with Berms

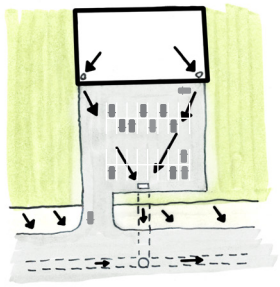


Parking Lot Landscape with Shrubs



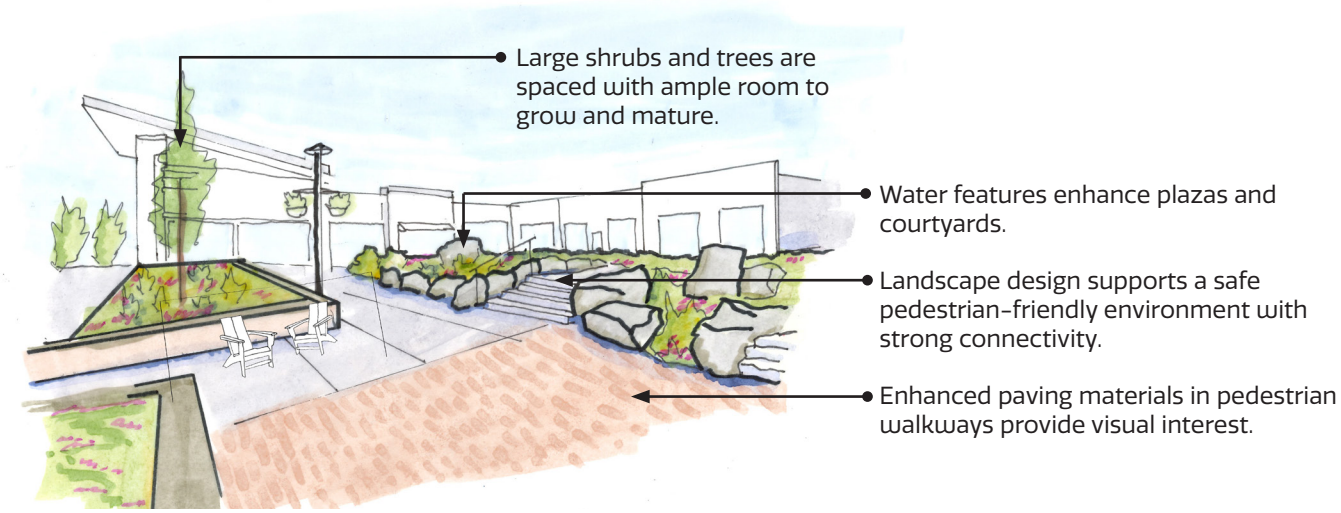


SURFACE DRAINS TO LANDSCAPE



SURFACE DRAINS TO INLET ONLY

9. Landscape design should be placed to support a safe pedestrian-friendly environment with strong connectivity.
10. The use of hardscape elements such as textured pavers, large ornamental flower pots, decorative walls, and water fountains are encouraged.
11. Water features may be considered with plantings and natural materials in courtyards and plazas.
12. Direct Water from parking lots, roof drains and other areas into landscape areas that could benefit from additional water and /or improve the quality of stormwater.



ENVIRONMENTALLY SENSITIVE AREAS

1. Provide a buffer zone from all environmentally sensitive areas adjacent development. Buffer to be maintained by the HOA or Metro District.
2. Identified environmentally sensitive areas and their buffers should be protected from disturbance unless necessary based on the following circumstances:

- Landscape improvements would protect and mitigate effects from adjacent development.
- Restoration of area is necessary based on existing conditions.
- Improvements are needed for public safety.
- Improvements are necessary and cannot be located elsewhere.
- Improvements include trails and public use areas designed to be compatible and complementary with the sensitive natural area.



Restoration of environmentally sensitive areas with compatible passive uses



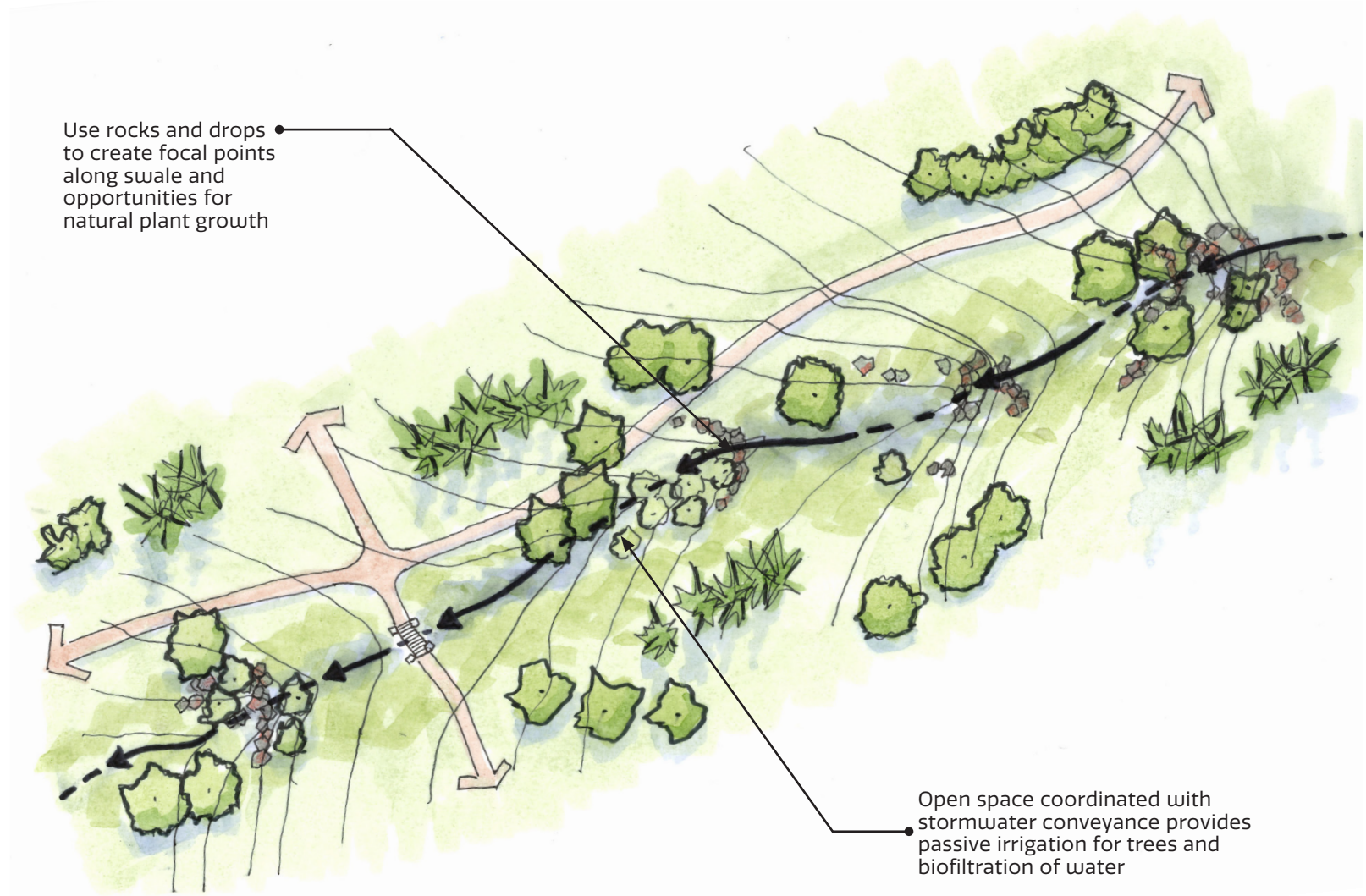
Wetland area with needed improvements to existing conditions

Water Saving Tips

- ***Don't water between 10 am and 6 pm. Instead, aim for watering at dawn or dusk to reduce evaporation and maximize water absorbed by plantings.***
- ***Set your lawnmower to the highest setting. Longer grass will keep the ground cooler and retain more water.***
- ***Minimize runoff by allowing for soak-time between short water cycles. For instance, water for 5 minutes, wait an hour, then water for 5 more minutes.***
- ***Consider looking into a rainwater collection system for lawn and garden watering, which not only cuts down on your costs but cuts out the energy cost associated with water from the treatment plant.***

OPEN SPACE

1. Provide open space as a transition between development parcels and natural areas.
2. Provide open space at trail corridors, drainage areas and as a relief from the built environment.
3. Plan open space areas with native or regionally adapted plant materials, primarily unirrigated after being established.
4. Trees, shrubs and grasses that are not expected to receive enough water through natural precipitation to be irrigated temporarily for the establishment of plant growth for up to 3 years. Once established, water as necessary based on seasonal conditions.
5. Coordinate open space with the design of storm water conveyance and water quality systems and allow for passive irrigation of plantings when possible.



PARKS, RECREATION AND TRAILS

1. Design parks to serve the active and passive needs of people on-site and on nearby properties.
2. Amenities such as picnic shelters, playgrounds,amphitheaters, gardens, etc. should be appropriate to the project.
3. Reserve Irrigated turf grass for areas of parks subject to human activity.
4. Parks in residential areas:

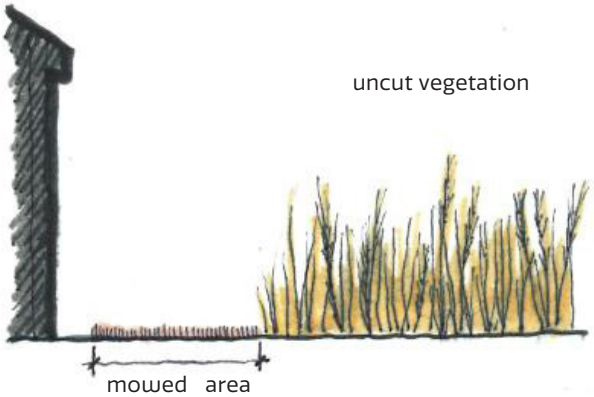
- Provide more than 50% street frontage.
- At the discretion of the town staff, visibility and access from public trails or public properties (e.g. schools, civic buildings, etc.) may be an alternative to the street frontage requirement
- Types and locations of parks will be based upon accessibility to all residents; needs according to the Town of Berthoud; and classification according to who the park serves (e.g., Community Park, Neighborhood Park, Pocket Park, etc.).

5. Parks in commercial and mixed-use areas:

- Provide more than 25% street frontage.
- At the discretion of the town, visibility and access from public trails maybe an alternative to the street frontage requirements.
- Provide natural area transitions in parks where parks abut natural open space areas.



The Wildland Urban Interface (WUI) is the area where homes and the urban environment press against the wildland. Berthoud is included in the WUI for the Front Range of Colorado. Property owners are encouraged to protect their property and their community from wildfire. More resources can be found at https://csfs.colostate.edu/wildfire-mitigation





Multi-use path as fire break

LANDSCAPE WILDFIRE PREVENTION METHODS

1. Keep trees pruned and away from structures. Install hardscape at the base of trees.
2. Use fire-resistant plantings where possible to prevent spread. Firewise plantings are carefully spaced, low-growing and free of resins, oils and waxes that burn easily.
3. Practice good mowing techniques. Mow properties regularly, according to land use. Create fuel breaks from grassland open space areas to adjacent structures/communities by keeping a 10' boundary mowed from tall grasses. Use multiuse paths within open space areas as fire breaks by mowing each side to create the 10' firebreak.
4. Report overgrown vegetation in open space land to the Town of Berthoud Neighborhood Services Manager.
5. Establish defensible space zones around structures

- Zone 1 - Ember resistant zone (0-5 feet away from building and structures)
- Zone 2 - Lean clean and green zone (5-30 feet away from building and structures)
- Zone 3 - Fuel zone (30-100 feet away from buildings)



Well maintained landscape to prevent fire spread



Poorly maintained landscape for fire spread

PLANT SELECTION

The Master Plant List is a general guide to the plant species suitable for landscape use along the Front Range. In general, the Master Plant List is not intended to be a fixed and limiting list. Plants not found in the Master Plant List may be approved for use provided that they meet the criteria noted below. The licensed landscape architect will provide guidance material affirming compliance when selecting plants not on the list.

Due to the ever changing nature of the nursery trade, some plants on the Master Plant List will become unavailable and new species, cultivars, and hybrids will be introduced. New plants and other plants with desirable characteristics may be adopted, provided that they meet the criteria described above. Plant species may need to be erased from the Master Plant List in the future if they become susceptible to serious diseases and pests that are not currently known. An alternate up to date resource for plant selection can be found at https://plantselect.org/ and the town forestry website. Please contact the town forester to review suitability of trees not found within the given resources.

MASTER PLANT LIST

= Firewise = Colorado Native Plant = Pollinator Friendly = Street Tree Approved

Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Cacti and Succulents				
Coryphantha (Escobaria) missouriensis	Yellow Nipple Cactus	Full sun	Low	
Coryphantha (E.) vivipara	Pink Nipple Cactus	Full sun	Low	
Opuntia macrorhiza	Prickly Pear	Full sun	Low	
Yucca glauca	Plains Yucca	Full sun	Medium	

Plains Yucca, AKA Soapweed

- This plant is a very draught tolerant native species.
- It is the only host plant for the yucca moth.
- Plant Yuccas away from paths and walkways, as it's blue green leaves are very sharp
- In mid to late summer, it produces stalks of bell-shaped greenish white flowers.



MASTER PLANT LIST

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Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Groundcovers				
Antennaria parvifolia	Pussytoes (perennial)	Full sun	Low	
Callirhoe involucrata	Wine Cups (perennial)	Full sun	Low	
Erigeron divergens	Spreading Daisy (perennial)	Full sun	Low	
Eriogonum umbellatum	Sulphur Flower (perennial)	Full sun	Low	
Berberis repens (Mahonia repens)	Creeping Mahonia (shrub)	Full sun	Low	
Rhus trilobata 'Gro-Low'	Gro-Low Fragrant Sumac (shrub)	Partial Sun	Medium	
Arctostaphylos uva-ursi	Kinnikinnick	Full sun	Low	

Rabbitbrush

- This globe-shaped shrub is typically 2-6 feet wide, with silvery leaves and clusters of yellow flowers.
- It's deep root system allows this plant to thrive in dry climates.
- Consider planting with companion plants like russian sage, puple aster, or blue mist spirea.
- In the winter, Rabbitbrush sports fluffy seed clusters which add interest and texture to landscapes in the winter.



Shrubs				
Amelanchier alnifolia	Serviceberry	Sun/part shade	Low-med	
Amorpha canescens	Silvery Leadplant	Sun/part shade	Low	
Cercocarpus montanus	Mountain Mahogany	Sun/part shade	Low	
Ericameria nauseosa	Rubber Rabbitbrush	Sun	Low	
Fallugia paradoxa	Apache Plume	Sun/part shade	Low	

MASTER PLANT LIST = Firewise = Colorado Native Plant = Pollinator Friendly = Street Tree Approved

Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Shrubs				
Prunus besseyi	Western Sandcherry	Sun/part shade	Low	
Ribes aureum	Golden Currant	Sun	Medium	
Ribes cereum	Wax Currant	Sun	Low	
Rhus glabra	Smooth Sumac	Sun/part shade	Low-med	
Rhus trilobata	Skunkbush Sumac	Sun	Low	
Rosa woodsii	Western Wild Rose	Sun/part shade	Low-med	
Symphoricarpos occidentalis	Snowberry	Sun/part shade	Low-med	

Jointfir AKA Mormon Tea

- This plant is extremely draught tolerant, and does not need aditional watering after it is established. This is due to it's tiny leaves, resulting in very little water lost through evapotraspiration.
- Jointfir keeps it's blue-green color through the winter, making it a great addition for year round visual interest.
- At maturity, this plant grows to 4-6ft high and 3-8ft wide.



Chamaebatiaria millefolium	Fernbush	Full sun	Low	
Chrysothamnus viscidiflorus	Yellow Rabbitbrush	Full sun	Low	
Cornus sericea	Redosier / Red Twig Dogwood	Full sun	Medium	
Crataegus phaenopyrum	Washington Hawthorn	Full sun	Medium	
Ephedra americana	Jointfir	Full sun	Low	

MASTER PLANT LIST = Firewise = Colorado Native Plant = Pollinator Friendly = Street Tree Approved

Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Philadelphus lewisii	Mock Orange	Full sun	Low	
Physocarpus opulifolius	Ninebark	Full sun	Low	
Rhus trilobata	Three-leaf Sumac	Full sun	Low	

Swamp Milkweed

- As it's name implies, this milkweed thrives in wet environments. Look to this plant for the wet spot in your yard, or in a rain garden
- Like other milkweeds in Colorado, the flowers will attract various species of native bees and butterflies, and is a host plant for monarch butterfly caterpillars.
- At maturity, this plant grows to 3-5ft high



Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Perennials				
Achillea lanulosa	Woolly Yarrow	Full sun	Low	
Adenolinum (linum) lewisii	Blue Flax	Full sun	Low	
Agastache cana	Double Bubblemint	Full sun	Low	
Amsonia jonesii	Jones' Bluestar	Full sun	Low	
Aquilegia chrysantha	Golden Columbine	Full sun	Low	
Artemisia frigida	Fringed Sagebrush	Full sun	Low	
Artemisia ludoviciana	Prairie Sage	Full sun	Low	
Asclepias incamata	Swamp Milkweed	Full sun	Medium	
Aster alpinus 'Goliath'	Goliath Alpine Aster	Full sun	Low	
Aster ascendens	Western Aster	Full sun	Low	
Aster ericoides	Many-fLowered Aster	Full sun	Medium	

MASTER PLANT LIST = Firewise = Colorado Native Plant = Pollinator Friendly = Street Tree Approved

Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Aster falcatus	Rough white aster	Full sun	Medium	
Aster hesperius	Western Aster; Violet Aster	Full sun	High	
Aster porteri	Porter's Aster	Full sun	Low	
Baptisia australis	Blue Wild Indigo	Full sun	Low	
Berlandiera lyrata	Chocolate Flower	Full sun	Low	
Callirhoe involucrata	Poppy Mallow	Full sun	Low	
Centranthus ruber	Red Valerian	Full sun	Low	

Sunflower

- There are 5 sunflowers native to Colorado: common sunflower, Maximilian sunflower, Nuttall's sunflower, prairie sunflower, and the bush sunflower
- Sunflowers are among the easiest flowers to grow in Colorado, because they are tough and draught tolerant.
- The common sunflower can grow to 9ft tall.



Ceratostigma plumbaginoides	Plumbago	Full sun	Low	
Digitalis obscura	Sunset Foxglove	Full sun	Medium	
Engelmannia peristenia	Englemann Daisy	Full sun	Low	
Erigeron speciosus	Aspen Daisy	Full sun	Low	
Eriogonum umbellatum	Sulfur FLower	Full sun	Low	
Gaillardia aristata	Blanket FLower	Full sun	Low	
Gaura lindheimeri	Beeblossom	Full sun	Low	
Helianthus annuus	Annual SunfLower	Full sun	Low	

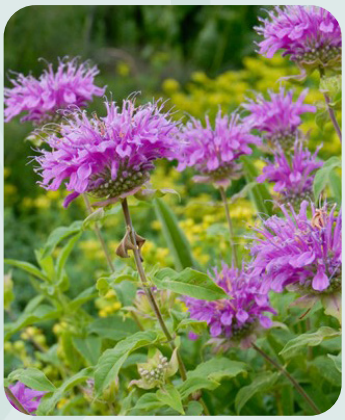
MASTER PLANT LIST

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Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Hesperaloe parviflora	Red Yucca	Full sun	Low	
Lavandula angustifolia	English Lavender	Full sun	Low	
Liatris pycnostachya	Prairie Blazing Star	Full sun	Medium	
Liatris spicata	Prairie Gayfeather	Full sun	Low	
Lonicera spp.	Vining Honeysuckles	Full sun	Low	
Mirabilis multiflora	Four O'Clock	Full sun	Low	
Monarda fistulosa	Wild Bergamot	Full sun	Low	
Oenethera caespitosa	White Stemless Evening Primrose	Full sun	Low	
Oenothera macrocarpa	Evening Primrose	Full sun	Low	

Wild Bergamot AKA Native Lavender Bee Balm

- Wild bergamot is less colorful and showy than other cultivars of bee balm, but is more tolerant of dry conditions.
- In fall, its leaf color can be gold, red and yellow.
- This native perennial flower attracts bees and butterflies



Penstemon eatonii	Firecracker Beardtongue	Full sun	Low	
Penstemon grandiflorus	Large Beardtongue	Full sun	Low	
Penstemon pinifolius	Pine-leaf Beardtongue	Full sun	Low	
Penstemon	Desert Beardtongue	Full sun	Low	
Penstemon secundiflorus	One-sided Penstemon	Full sun	Low	

MASTER PLANT LIST

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Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Penstemon strictus	Rocky Mountain Penstemon	Partial Sun	Low	
Penstemon virens	Greenleaf Penstemon	Full sun	Low	
Penstemon virgatus	Tall One-Sided Penstemon	Partial Sun	Low	
Ratibida columnifera	Prairie ConefLower	Full sun	Low	
Ratibida pinnata	Pinnate Prairie ConefLower	Full sun	Low	
Rudbeckia hirta	Blackeyed Susan	Full sun	Medium	
Rudbeckia maxima	Great ConefLower	Full sun	Low	
Rudbeckia triloba	Brown-Eyed Susan	Full sun	Medium	
Salvia azurea var. grandiflora	Pitcher Sage	Full sun	Low	
Zauschneria latifolia var. arizonica	Hardy Hummingbird Trumpet	Full sun	Low	
Sphaeralcea coccinea	Scarlet Globemallow	Full sun	Low	
Salvia azurea	Pitcher Sage	Partial Sun	Low	
Monarda fistulosa	Bee Balm/ Horsemint	Full sun	Low	
Helianthus pumilus	Bush Sunflower	Full sun	Low	
Dalea purpurea	Purple Prairie Clover	Full sun	Low	
Solidago canadensis	Canada Goldenrod	Full sun	Medium	

Prairie Coneflower

- Prairie coneflower is a native, drought-tolerant wildflower of the Great Plains.
- This short-lived plant reseeds readily. Since it normally grows in open patches in grasslands and mountain foothills, it is a great choice for mixing with native grasses or a naturalistic landscape.



MASTER PLANT LIST

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Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Grasses				
Bouteloua gracilis	Blue Grama	Full sun	Low	
Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	Full sun	Low	
Muhlenbergia reverchonii	Undaunted Ruby Muhly Grass	Full sun	Low	
Orzyopsis hymenoides	Indian Ricegrass	Full sun	Low	
Bouteloua curtipendula	Side-Oats Grama	Full sun	Low	

Blue Grama

- The official state grass of Colorado, this grass has distinctive seed heads which make it easy to identify.
- Blue Grama can be used as a lawn, but does not tolerate heavy foot traffic well. It uses about 1/3 of the water required by traditional turf, making it a water wise alternative alrenative.
- This grass is critical to the shortgrass prairie ecosystem encompasing Berthoud due to it's extensive root network that hold down soil.



Trees				
Crataegus crus-galli 'Inermis'	Inermis' Cockspur Hawthorn	Full sun	Low	
Crataegus x mordenensis 'Toba'	Toba Hawthorn	Full sun	Low	
Gleditsia triacanthos f. inermis 'Imperial'	Imperial Honeylocust	Full sun	Low	
Gleditsia triacanthos f. inermis 'Skyline'	Skyline Honeylocust	Full sun	Low	
Juniperus chinensis	Chinese Juniper	Full sun	Low	
Juniperus scopulorum	Rocky Mountain Juniper	Partial Sun	Low	

Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Picea pungens	Colorado Spruce	Full sun	Medium	
Quercus alba	White Oak	Full sun	Medium	
Quercus bicolor	Swamp White Oak	Full sun	Medium	
Quercus rubra	Red Oak	Full sun	Medium	
Quercus shumardii	Shumard Oak	Full sun	Low	
Quercus macrocarpa	Bur Oak	Full sun	Low	
Quercus muehlenbergii	Chinkapin Oak	Full sun	Low	
Quercus robur	English Oak	Full sun	Medium	
Quercus shumardii	Shumard Oak	Full sun	Low	
Quercus gambelii	Gambel Oak	Partial Sun	Low	
Sophora japonica	Japanese Pagoda Tree	Full sun	Medium	
Tilia cordata	Littleleaf Linden	Full sun	Medium	
Syringa reticulata	Japanese Tree Lilac	Full sun	Low	
Pinus · edulis · flexis · heldreichii · mugo · nigra · strobiformis	 · 'Pinyon pine' · 'Limber pine' · 'Bosnian pine' · 'Mugo pine' · 'Austrian pine'	 · Full sun · Full sun · Full sun · Full sun · Full sun · Full sun	 Low-Med Low-Med Medium Low-Med Medium Low-Med	

Ponderosa Pine

- This majestic tree is well adapted to high temperatures and low moisture and is highly resistant to low-intensity fire.
- A long taproot helps the drought-resistant pine obtain adequate moisture and also decreases its chances of being uprooted by strong winds.
- Scientists don't know why, but older ponderosa pines smell like butterscotch!



Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Tilia americana	American Basswood	Full sun	Medium	
Tilia amurensis	Linden	Full sun	Low	
Tilia tomentosa	Silver Linden	Full sun	Medium	
Tilia x flavescens 'Glenleven'	Glenleven Linden	Full sun	High	
Prunus virginiana 'Shubert'	Canada Red Chokecherry	Full sun	Low	
Pinus ponderosa	Ponderosa Pine	Full Sun	Low	
Acer glabrum	Rocky Mountain Maple	Full sun	Medium	
Populus Deltoides Monilifera	Plains Cottonwood	Full Sun	High	

Plains Cottonwood

- Adapted to Colorado's eastern plains, this is the largest native broadleaf tree in the state.
- One of the most ecologically and culturally significant trees in Colorado, it thrives in riperian zones.
- Cottonwoods reduce erosion, capture and filter sediment, and increase water infiltration.

*** Appropriate in natural corridors and private open space, requires approval from town forester.**



MASTER PLANT LIST

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Scientific Name	Common Name	Sun/Shade	Moisture Needs	Notes
Acer tataricum	Tartarian Maple	Full sun	Low-Med	
Acer grandidentatum	Big Tooth Maple	Full sun	Low-Med	
Aesculus arguta	Texas Buckeye	Full sun	Low-Med	
Aesculus glabra	Ohio Buckeye	Full sun	Medium	
Amelanchier alnifolia	Saskatoon Serviceberry	Full sun	Low-Med	
Amelanchier canadensis	Shadblow Serviceberry	Full sun/ Light shade	Low-Med	
Catalpa Sp.	Catalpa	Full sun	Low-Med	
Celtis occidentalis	Hackberry	Full sun	Low-Med	
Cercis canadensis	Eastern redbud		High	
Crataegus · ambigua · phaenopyrum · viridis	 · Russian · Washington · Green	 · Full sun · Full sun · Full sun	 · Low · Med · Low-Med	
Ginko biloba (Male trees)	Ginko tree	Full sun	Med	
Gymnocladus dioicus	Kentucky Coffeetree	Full sun	Low-Med	
Malus 'Spring Snow'	Spring snow crabapple	Full sun	Low-Med	
Prunus padus	European Birdcherry	Full sun	Medium	
Prunus virginiana	Sucker Punch Canada Red	Full sun	Low-Med	
Pyrus calleryana	'Chanticleer', 'Cleveland Select', 'Capital', 'Redspire'	Full sun	Low-Med	
Ulmus · americana · davidiana	· "ValleyForge-Triumph" · David Elm	 · Full sun · Full sun	Low-Med	
Abies concolor	White fir	Full sun	Med	

PROHIBITED LIST

Trees Prohibited in Town of Berthoud right of ways or on public lands.

Scientific Name	Common Name
Fraxinus spp.	Any Ash species- Due to EAB presence in northern front range
Populus spp.	Any Poplar species- Cottonwood, Aspen, Silver Poplar, Lombardy Poplar
Salix spp.	Any Willow species
Acer negundo	Box Elder Tree *does not include Sensation Boxelder
Ulmus pumila	Siberian (Chinese) Elm
Robinia pseudoacacia	Purple Locust/ Black Locust
Morus alba	Mulberry
Pyrus calleryana 'Bradford'	Bradford Pear
Juglans nigra	Black Walnut
Elaeagnus angustifolia	Russian Olive
Ailanthus altissima	Tree of Heaven
Tamarix spp.	Tamarisk (Salt Cedar)
Acer Rubrum	Red Maple
Acer saccharinum	Silver Maple
Acer x freemanii	Freeman Maple (Autumn Blaze Maple)
Betula spp.	Birch
Any weeping or pendulous tree type eg., Weeping birch	
Any shrub or hedge which by its habit of growth would obstruct, restrict, or conflict with necessary and safe use of the public rights-of-way.	
Conifers or evergreens which would eventually grow over the sidewalks or streets.	
Pod producing Honeylocust	

Colorado Noxious Weeds

Noxious weeds threaten valuable wildlife habitat and natural resources, cause economic hardships to agricultural producers, and are a nuisance for recreational activities. The Noxious Weed Act requires all Colorado residents to control noxious weeds using integrated methods to manage noxious weeds if the same is likely to be materially damaging to the land of neighboring landowners.

Find a list of Colorado Noxious Weeds here : Noxious Weed List

or go to https://ag.colorado.gov/conservation/noxious-weeds/species-id

APPENDIX

MAINTENANCE PLANS

All property owners/occupants of residential, mixed use, commercial, or industrial property with a site-specific development plan such as a Site Plan or Use by Special Review are responsible for the maintenance and replacement of landscaping as shown on that approved plan. The below maintenance checklist should be used to establish a landscape maintenance plan, to be submitted to the Town of Berthoud for review.

Introduction

- Provide a description of the development and the area of coverage.
- Provide contact information for specific questions or concerns (names, phone numbers and hours of operation).

Plant Material

- Provide direction on pruning and trimming of plant material.
- Provide direction for establishment of native grasses and seeded areas. Include information about mowing frequency based on season. If shrub beds are within seeded areas, provide direction to mow and trim to maintain visibility. If grasses are within areas used for fire breaks, provide direction on height and frequency of mowing.
- Provide direction for watering in irrigated areas throughout the year. Use season specific standards for winter watering and growing season watering to ensure that plants get the proper amount of water throughout the year.
- Provide direction on fertilization of trees and shrubs. Include information about when to fertilize and the fertilization process.

Mulch

- Provide direction on maintenance for all mulch beds to ensure that the standard depth remains constant and per specifications.
- Provide direction on water required to establish native grasses

Irrigation Systems

- Provide information on monitoring and repairs to irrigation systems. Inlcude start up (spring start up procedures) and shut down (winterization procedures) as well as weekly, monthly and yearly maintenance instructions. Include contact for reporting all problems with system and maintenance of the systems.

Landscape Maintenace Schedule

- Provide a general monthly checklist for landscape maintenance for each month of the year.

APPENDIX

SAMPLE MAINTENANCE PLAN

Project Name
Maintenance Manual

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PLANT MATERIAL.....

WOOD MULCH.....

AUTOMATIC IRRIGATION SYSTEM.....

GENERAL MONTHLY CHECKLIST.....

LANDSCAPE MAINTENANCE SCHEDULE .....

APPENDIX

SAMPLE MAINTENANCE PLAN

PLANT MATERIAL

Pruning/Trimming:

1) In general, prune or trim shrubs and trees just after their flowering period and only as necessary. No shearing is allowed. Remove any dead or dying branches. Notify Contact Name of any tree pruning needs observed during regular maintenance. Tree pruning will be done by either the _____or by a certified arborist employed by _____ , under the direction of and with prior consent from _____. Pruning of all shrubs will be completed by_____ , at appropriate times determined by them.
2) Make all cuts clean; keep saws and pruners sharp.
3) Pruning will take place as needed to prune all dead, diseased, or injured branches.

Native Grass Seeded Areas:

1) Native grass areas will be mowed 2 times per growing season or as needed to help control weeds. All bare areas will be touch up seeded in spring or fall seeding windows.
2) For shrub beds within native seed area, mow or trim as necessary to maintain visibility of shrubs and keep grass from overshadowing view of shrubs.
3) Irrigate native seeded areas for 2 years (or until established). Once established, water as necessary based on seasonal conditions.

Watering in Irrigated Areas during Winter Months:

1) Winter watering is extremely important and should take place monthly or more when there are periods of dry, warm weather or heavy winds. Deep root watering on all trees is also a good practice. Trees planted on the project shall be watered once per month or more at the rate of 30 gallons per tree for the months of November through April until the Landscape Establishment period ends. Shrubs planted on the project shall be watered at the rate of 10 gallons per shrub for the months of November through April. Winter watering will be completed for both years of the maintenance plan requirement.
2) It is better to water heavily a fewer number of times than to water lightly a greater number of times. Over-watering is a major cause of problems in plant material and is much more difficult to correct than under-watering.
3) Check soil moisture as often as possible, specifically during periods of prolonged dry/windy weather and especially when there is no snow cover, to determine water needs of the plant. The soil should be moist, not wet.
4) Winter watering frequency shall be adjusted based upon amount of snowfall and frozen conditions/ warm, windy conditions.

Watering Irrigated Areas during Growing Season Months:

1) Do not over-water plantings. Drip systems should be left on for enough time to saturate the root zone. Avoid multiple start times with Drip system. Do not allow run-off from the Drip system. The trees will need to receive 30-40 gallons of water per week where as shrubs will receive 6-10 gallons per week.

APPENDIX

SAMPLE MAINTENANCE PLAN

Fertilizing Trees and Shrubs:

1) All plant material should be fertilized each spring with a well-balanced, slow release synthetic or organic fertilizer in early spring.
2) Granular slow release fertilization will be of 5-5-5 formulation or similar, applied per label directions. Hand water immediately after fertilizing to force fertilizer into soil and wash any fertilizer from plant surfaces.

Weed, Insect and Disease Management:

An Integrated Pest Management (IPM), approach will be used to control pests, weeds, insects and diseases. The IPM program coordinates long-term prevention or suppression of pest problems to minimize impacts to human health, the environment, and non-target organisms.

Pesticides are to be used as a last resort after exhausting all other options. If pesticides are used they must be chosen from the list of products that have been reviewed, evaluated and approved by the IPM Subcommittee.

Weeds in planting beds will be removed on a weekly basis as the weeds emerge. Dispose of all weeds off site. Regular maintenance of the mulch layer will help minimize weeds in the planting beds. If herbicides must be used, they are to be chosen from the list approved by the IPM subcommittee. Use the least toxic herbicide available and spot apply on weeds.

Plant material deemed dead or irreparably damaged will be removed and replaced each month and within 30 days of notification with healthy, like plant materials.

Warranty plants shall not be installed during the summer months (June, July and August)

General IPM Steps and Methods:

1) Prevention first: Follow accepted maintenance practices (correct watering, mulching, pruning, etc).
2) Indentify the pest life cycle and characteristics.
3) Set action thresholds – tolerate minimum damage.
4) Monitor regularly and include any findings in project log.
5) When pests exceed threshold, use control methods with the least non-target impacts. "Know the Pest" by treating it when it is in its most vulnerable state and when its natural enemies are in their least susceptible state.
6) Keep records in the project log of control methods and results.

APPENDIX

SAMPLE MAINTENANCE PLAN

Wrapping/Staking:

1) All deciduous trees should be wrapped by November 1st – 15th of the year they are planted. Specific tree wrap will be cut in a continuous strip of sufficient length to wrap tree. Wrap from soil surface to the first branch of each tree. Wrap with over-lapping wraps of 1.5". Secure wrapping with wrapping tape and do not use electrical tape or string. Deciduous trees should be wrapped for the first four to five years after planting. Wrapping shall be removed between April 1st – 15th of the following spring.
2) Remove stakes after the second full growing season, depending on the type of tree, root growth and wind at the site.

WOOD MULCH

Check the depth of Wood Mulch during maintenance activities. Add additional mulch in areas that have decayed or have thinned out over time. All mulch beds will be kept at the depth specified in the specifications.

AUTOMATIC IRRIGATION SYSTEM

Start-up, Shut-down and weekly operations will be coordinated with _____ . If a problem has been identified with the irrigation system notify _____ and will proceed in troubleshooting and fixing the problem.

Monitor the moisture levels around all ~~plant mate~~rial. Report problems, including browning or oversaturation, to _____ . Recommend necessary adjustments and then coordinate with the owner rep to alleviate the problem. Control all irrigation systems, including clock settings. Fix any leaks or other problems with the material installed on this project. Any repair work to be coordinated with owner rep.

Provide the following maintenance items/extra stock to the owner rep prior to final acceptance:

1) 2 sets of special tools required for removing, disassembling and adjusting each type of sprinkler head and valve supplied on this project.
2) Two 6-foot valve keys for operation of gate valves or stop and waste valves (if applicable).
3) 2 keys for each automatic controller.
4) 2 quick coupler keys and 2 matching hose swivels for each type of quick coupling valve installed.
5) 2 aluminum drain valve keys of sufficient length for operation of drain valves.
6) 4 Rotor heads of each type used.
7) 100' of Inline Emitter Tubing of each type used.

APPENDIX

SAMPLE MAINTENANCE PLAN

Spring Start-up Procedures: Coordinate with owner rep at site to be on hand during start-up procedures.

1) Run through the zones attached to the project to test for any winter damage.
2) Set programs for watering frequency and duration of the project zones in coordination with the owner rep. Run through clock to ensure a working system.
3) Verify that all drip emitters are functioning properly. Repair if needed.

Weekly Maintenance:

1) Inspect valves and Drip system weekly for any damage or leaks. Any repairs made shall be made with materials of the same manufacturer and model as the original equipment.
2) Check for dry or oversaturation of planting areas and coordinate with owner rep to make changes.
3) Clean up: Continuous clean up operations will be performed throughout the duration of the work. Remove rubbish from site on at least a weekly basis, or when on site for other maintenance tasks.
4) Trench settling will be repaired and re-seeded if it occurs.

Monthly Maintenance:

1) All weekly procedures.
2) Coordinate with owner rep to adjust times on controller to compensate for different temperatures and precipitation each month.
3) Run through controller to assure proper working condition for project zones.

Yearly Maintenance:

1) All monthly procedures.
2) Inspect all components (valves, Drip pipe, etc.) to assure proper working condition.
3) Flush Drip pipes once per year to remove any possible sediment.
4) "Start-up" and "winterize" system (see detailed explanations below). Coordinate with owner rep.

APPENDIX

SAMPLE MAINTENANCE PLAN

Winterization Procedures: Coordinate with owner rep at site to be on hand during winterization procedures.

1) Close the main supply.
2) Connect air compressor to the service tee located on the vacuum breaker.
3) Turn controller to station #1 and start compressor.
4) Force air through station #1 until all water has been blown out. Continue process through stations #2, #3, etc., until all stations have been blown out completely (a minimum of 3 minutes).
5) Open all drain valves and petcocks on the vacuum breaker.
6) Turn off controller, but allow to run so that lubricants stay on clock motors.

General Notes:

1) It is important to repair any malfunctioning equipment as soon as possible especially during the hot mid-summer months.
2) Check for spots that appear to be dry. The sooner these are corrected, the less damage there will be.
3) Time of year and conditions will affect watering times. A base time of 35 to 50 minutes shall be used for Drip zones. The trees require 30 to 40 gallons of water per week where as shrubs will require 6-10 gallons of water per week. These times are averages only and will vary depending on time of season, plant material type, wind conditions and soil conditions.

APPENDIX

SAMPLE MAINTENANCE PLAN

GENERAL MONTHLY CHECKLIST

As Needed Items

- Tree pruning needs for dead or damaged limbs.
- Trash removal

January

- Winter water

February

- Winter water

March

- Winter water

April

- Remove tree wrap
- Activate and troubleshoot sprinkler system
- Remove weeds as needed
- Re-mulch beds as needed
- Remove weeds

May

- Fertilize trees and shrubs
- Re-mulch beds as needed
- Inspect sprinkler system operation/adjust timing as needed
- Prune trees and shrubs as needed
- Remove weeds

June

- Check all trees and shrubs for insect pests
- Inspect sprinkler system operations/adjust timing as needed
- Remove weeds
- Re-mulch beds as needed

July

- Inspect sprinkler system operation/adjust timing as needed
- Remove weeds
- Re-mulch beds as needed

August

- Inspect sprinkler system operation/adjust timing as needed
- Remove weeds
- Re-mulch beds as needed

September

- Inspect sprinkler system operation/adjust timing as needed
- Remove weeds
- Re-mulch beds as needed

October

- Adjust staking of new trees
- Reduce watering times on sprinkler system
- Remove weeds

November

- Wrap trees
- Winterize irrigation sprinkler system
- Winter water

December

- Winter water

APPENDIX

SAMPLE MAINTENANCE PLAN

LANDSCAPE MAINTENANCE SCHEDULE

Routine – Quantities Based On Times Per 1 Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Tot For 2 Yr Maint Period
Shrub Monitoring	0	0	1	1	1	1	1	1	1	1	0	0	16
Tree Monitoring	0	0	1	1	1	1	1	1	1	1	0	0	16
Weed Beds	0	0	2	2	2	2	2	2	2	2	0	0	32
Trash Removal	2	2	2	2	2	2	2	2	2	2	2	2	48
Irrigation Inspection	0	0	4	4	4	4	4	4	4	4	0	0	64
Spring/Fall													
Spring Clean-up	0	0	0	1	0	0	0	0	0	0	0	0	2
Fall Clean-up	0	0	0	0	0	0	0	0	0	1	0	0	2
Irrigation Start-up	0	0	0	1	0	0	0	0	0	0	0	0	2
Winterization	0	0	0	0	0	0	0	0	0	1	0	0	2
Check Stake Guys	0	0	0	0	0	0	0	0	0	1	0	0	2
Plant Material Care													
Pruning (as needed)													
Tree Wrap	0	0	0	0	0	0	0	0	0	1	0	0	2
Wrap Removal	0	0	0	1	0	0	0	0	0	0	0	0	2
Fertilization	0	0	0	1	0	0	0	0	0	0	0	0	2
Herbicide/Pesticide as needed													
Winter Services													
Winter Water	1	1	1	0	0	0	0	0	0	0	1	1	10
Winter Watering could increase or decrease due to weather conditions													

Town of Berthoud Planning Commission
Town Hall
Board Room
807 Mountain Avenue, Berthoud, CO 80513
May 14, 2026 at 6:00 p.m.

1. Meeting called to order – Vice Chair Semedalas at 6:11 p.m.

2. Pledge of Allegiance

3. Roll Call
   The following Planning Commission members were present:
   Nick Semedalas, Vice Chair
   Bryce Filho, Secretary
   Mark Hofmans, Commissioner
   David Pond, Commissioner
   Marleene Buttice, Commissioner
   Brandon Terrazas, Commissioner

   The following Planning Commission members were absent:
   Stacy Sigman, Chair

   The following staff members were present:
   Anne Johnson, Community Development Director
   Tawn Hillenbrand, Planning Manager
   Bella Manzo, Planner

4. Work Session
   a. Technology Setup for Planning Commissioner eNotebooks and Email Addresses
      i. This work session was removed from the agenda by Vice Chair Semedalas due to the absence of IT Specialist Bryan Fister.

5. Approval of Minutes from April 9, 2026, were moved for approval by Commissioner Pond and a second to the motion was made by Commissioner Hofmans.

6. Public Hearing: Berthoud Industrial Annexation and Zoning
   A Public Hearing to consider a request for an Annexation and Zoning of a property, known as Berthoud Industrial, located west of and adjacent to 1st Street, east of Clayton Place, north of W County Road 10E and south of E County Road 12.
   a. Planner Bella Manzo provided a staff presentation at 6:18 p.m.
   b. The applicant was represented by Derek Griess. They provided a presentation at 6:26 p.m.
   c. Public testimony opened at 6:31 p.m. and closed at 6:31 p.m. No members of the public provided testimony.
   d. Planning Commissioners deliberated and discussed the proposed Annexation. Discussion opened at 6:31 p.m. and closed at 6:37 p.m.

e. Commissioner Pond moved to send a recommendation of approval to the Town Board of Trustees of the Annexation as proposed. A second to this motion was made by Commissioner Hofmans.
f. Planning Commissioners deliberated and discussed the proposed Zoning. Discussion opened at 6:39 p.m. and closed at 6:39 p.m.
g. Commissioner Buttice moved to send a recommendation of approval to the Town Board of Trustees of the Zoning as proposed. A second to this motion was made by Commissioner Hofmans.
h. The public hearing closed at 6:40 p.m.

7. Public Hearing: Landscape Design Guidelines Amendment
   Public Hearing to review the proposed amendment to the Landscape Design Guidelines, specifically the Wildland Urban Interface (WUI) section and Master Plant Lists, in consideration of the newly adopted Colorado Wildfire Resiliency Code.
   a. Planning Manager Tawn Hillenbrand provided a staff presentation at 6:41 p.m.
   b. Public testimony opened at 6:45 p.m. and closed at 6:45 p.m.
   c. Planning Commissioners deliberated and discussed the proposed amendment. Discussion opened at 6:45 p.m. and closed at 6:46 p.m.
   d. Commissioner Hofmans moved to send a recommendation of approval to the Town Trustees of the amendment as proposed. A second to this motion was made by Commissioner Buttice.
   e. The public hearing closed at 6:47 p.m.

8. Report by Staff:
   a. Planner Bella Manzo provided information on items presented during the May 12 Town Board of Trustees Meeting. The Historic Preservation Advisory Committee Chairperson, Leslie Moore, provided the Committee's 2025 Annual Report. May 2026 was proclaimed to be Historic Preservation Month in Berthoud. The Town of Berthoud Historic Preservation Plan, created in collaboration with stakeholder groups, the public at large, Town Staff, the HPAC, and consultants Chronicle Heritage was presented by consultant John Schuttler. The Town Board of Trustees approved the adoption of the Historic Preservation Plan.
   b. Planning Manager Tawn Hillenbrand provided an update on the Public Art Master plan currently in progress. The community-wide public survey is set to close on May 15. So far, approximately 130 responses have been received. Consultants NineDOTArts are expected to begin work on the first draft of the Public Art Master Plan.
   c. Community Development Director Anne Johnson provided an update on the addition of a Strategic Growth element in the Comprehensive Plan. The State of Colorado requires the Strategic Growth element to be implemented by December 31, 2026.
   d. An update on the Mountain Vista Park (Richardson Park) project was provided by Community Development Director Anne Johnson in response to a question by Commissioner Pond regarding the project status.

9. Adjourn
   The meeting was adjourned by Motion of Commissioner Terrazas and seconded by Commissioner Pond at 7:06 p.m.

_____ _____

Chairperson Secretary

TOWN OF BERTHOUD, COLORADO

NOTICE OF PUBLIC HEARING
Amendments to the Berthoud Landscape Guidelines

PUBLIC NOTICE IS HEREBY GIVEN of public hearings before the Planning Commission on May 14, 2026 at 6 p.m. and the Town Board on both June 9 and June 23, 2026 at 6:30 p.m. All public hearings will be to consider amendments to the Berthoud Landscape Guidelines including a symbol on the plat list indicating firewise plant material and referencing statewide resources for wildfire mitigation. The public hearings will be held at Town Hall 807 Mountain Avenue in Berthoud 80513.

Given and posted on this ____ day of April, 2026.

Given and posted on this ___ day of May, 2026.

Given and posted on this _____ day of June, 2026

Published: Berthoud Surveyor, June____, 2026

Board of Trustees Information

Public Works Department

Meeting Date:	**June 30, 2026**
Agenda Title/Subject:	**Newell Farm Park Master Plan**
Type of Item:	**Regular Item**
Purpose:	**Board feedback of Master Plan and direction for next steps**
Presented by:	**Keith Knoll, Tyler Kiggins, Wenk Associates**

Attachments:

1. Newell Farm Park Master Plan - Draft
2. Sarah Lincoln & Butch Hause Comments
3. Farmstead Comments
4. Board Presentation - Newell Farm Park Master Plan

Background:

Town staff began working with Wenk Associates on the conceptual design for the Newell Farm Park property in November 2025. Following the initial discovery process, Wenk Associates developed several 10% design concepts in February 2026, with the primary variation being the location of a proposed 1,500-person outdoor amphitheater. These concepts were presented to the Parks, Open Space, Recreation, and Trails (PORT) Committee on March 4.

Based on committee feedback, the concepts were refined, and an updated 50% design was presented to the PORT Committee on April 1. The Board of Trustees reviewed the 50% concept at its April 28 meeting. A draft Newell Farm Park Master Plan was subsequently presented to the PORT Committee on June 3. The PORT Committee provided the following recommendations.

The PORT Committee recommend that the Newell Farm Park Conceptual Design be forwarded to the Board of Trustees for consideration, subject to revisions discussed by the Parks, Open Space, Recreation, and Trails Advisory Committee, and recommending the following further studies of the site: solar and shade analysis; viewshed analysis; safety analysis; sound analysis; and an economic feasibility study to understand the operational costs of the proposed venue. The revisions discussed by the committee included the following:

1. *Update the cross-sectional drawings to show more accurate height of proposed neighboring Farmstead homes and mountain views/viewsheds.*
2. *Landscape buffer details: Illustrate trees, berms, and other screening elements rather than simply referencing them conceptually.*
3. *Stage support facilities: Add a clear label for the green room/backstage support area at the main stage. Add a clear label for the area designated for merch.*

4. *Depict a rideshare/drop-off area and trash area on graphics showing temporary circulation patterns during events*

The updated Newell Farm Park Master Plan is included in the packet. Since the June 3 PORT Committee meeting, the plan has been revised to incorporate updated cross-sectional drawings, illustrated buffer details, additional labeling, and rideshare/drop-off locations. The cross-sectional drawings remain conceptual in nature and are consistent with the level of detail typically expected during the conceptual design phase.

The Board presentation will focus on the following elements of the Master Plan. The preferred concept, example uses and set up, opinion of probable cost, and perspective renderings. Project overview, site history, vision, and stakeholder interview sections should be reviewed prior to the meeting.

Town staff has shared the preferred concept with CDOT and neighboring property owners located within approximately 1,000 feet of the Newell Farm Park property. CDOT has indicated that a traffic impact study will be required before it can identify any potential Highway 56 improvements associated with the project. Comments received from the Farmstead Development are included in the packet. To date, staff has received one response from an additional neighboring property owner. Additional comments from Sarah Lincoln and Butch Hause, which were shared with the PORT committee prior to the June 3 meeting are also included in the packet.

Additionally, the Newell Farm property is located in unincorporated Weld County which means the property is not currently annexed into the Town of Berthoud. Development of an amphitheater, or other amenities, would require approval through Weld County's Special Use Permit process. This is a public hearing process and may take up to a year for approval. Any uses on site now while in unincorporated Weld County may require permitting. Ideally, the property would be annexed into the Town, appropriately zoned, and reviewed through the Town. Should the Board wish to further explore either option, staff can return at a future meeting with additional information regarding the applicable requirements, process, and timelines.

Staff Recommended Next Steps

1. **Public Survey**

   If the Board approves of the Master Plan staff recommends making the plan available for a three-week community survey period to gather additional public input on the proposed Master Plan. This survey would be shared in the August newsletter, sent out on August 6 to over 7000 residents.

2. **Additional Project Information**

   Based on feedback received throughout the planning process, staff recommend completing the following items prior to advancing the project into schematic and construction design:

1. Economic feasibility study
2. Sound analysis study
3. Operations and safety analysis
4. Traffic impact study (CDOT requirement)

The following studies are typically completed during the schematic design phase. However, the Board may direct staff to complete these studies earlier in the process:

1. Solar and shade analysis.
2. Viewshed analysis.

Update/Next Steps:
Following completion of the survey, staff will return to the Board with a summary of survey results, public feedback received, and additional information regarding the Board directions, which may include scope, schedule, and estimated costs of additional studies. At that time, the Board could provide further direction regarding prioritization of studies and advancement of the project.

Fiscal Impact and Fund Source:
Newell Farm Park
60-05-5020.02 – Design - $400,000.00

Community Touchstones:
The Newell Farm Park property reflects Berthoud's commitment to preserving its rural heritage and natural landscapes while thoughtfully planning for future community use. The site honors its agricultural roots, a key part of Berthoud's Community Identity.

Recommended Action(s):

Board review and approve the Newell Farm Master Plan.

Further actions the Board may consider include:

1. Direct staff regarding the proposed public survey and community engagement process.

2. Provide direction on any studies the Board would like staff to further investigate, including scope and priorities

3. Provide directions on any additional next steps related to project development and implementation.

Newell Farm Park

MASTER PLAN

June 2026



Town of Berthoud

Jeremy Olinger, Deputy Town Administrator
Keith Knoll, Public Works Operational Manager
Daniel Buendia, Project Engineer

Stakeholder Interviews

Sarah Lincoln, Newell Farm
Butch Hause, Newell Farm
Jane Viehlier, Resident in the Town of Berthoud
Bill Markham, Resident in the Town of Berthoud
Mark French, Resident in the Town of Berthoud
Hanna Alkire, Resident in the Town of Berthoud
Joe Scott, Resident in the Town of Berthoud
Shauna Sweeney, Swallow Hill Music
Clark Johnson, City of Arvada
Dale Regan, City of Lakewood
Aaron Varnell, The Gardens on Spring Creek

Consultant Team

Wenk, Landscape Architects

Tyler Kiggins
Nicole Horst
Jennifer Mahan

Semple Brown, Architects

Chris Wineman
Tom Gallagher

Contents

Project Introduction

- Project Overview
- Site History

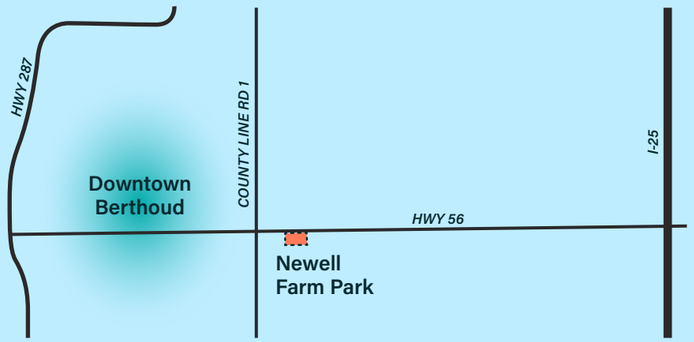
Newell Farm Park Vision

- Top Priorities
- Park Program
- Stakeholder Interviews ~ What We Heard

Concept Development

- Alternatives
- Preferred Concept

Project Introduction



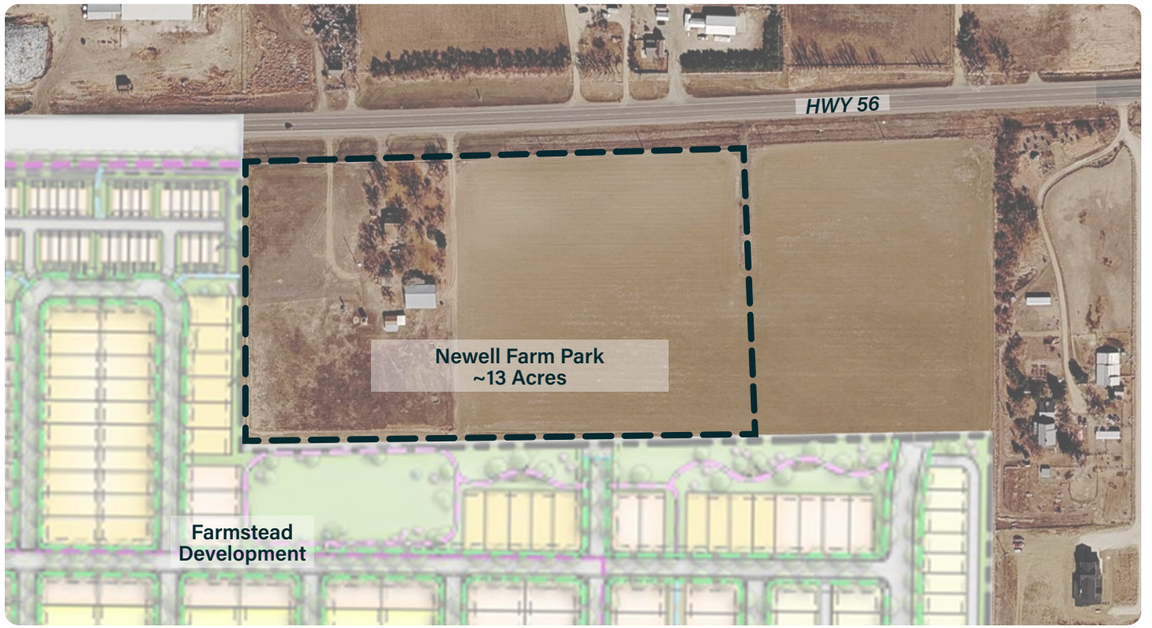
Project Overview

Located just 1.5 miles east of town along Highway 56 and County Line Road 1, the historic 13-acre Newell Farm is poised to become a cultural anchor for the region. The Town of Berthoud acquired the property in 2023 with a bold vision: to transform it into a premier destination featuring a unique outdoor amphitheater and an indoor performing arts center. These core venues will be complemented by park amenities designed to foster community connection, celebrate cultural engagement, and ensure long-term environmental and financial sustainability.

Currently, the property is split between active agricultural leases on the east side and a homestead with several historic structures on the west—the latter already hosting the Annual Newell Farm Concert on its existing outdoor stage. Development of the site respects both its heritage and legal frameworks, adhering to an active Use and Occupancy Agreement alongside a Restrictive Covenant Agreement.

To bring this vision to life, a comprehensive master planning process launched in late 2025. This collaborative effort included on-site kick-off meetings, stakeholder interviews, and the evaluation of alternative concepts, culminating in a preferred final design and Rough Order of Magnitude (ROM) pricing. Progress was closely coordinated throughout with regular updates provided to both the Board of Trustees and the Parks, Open Space, Recreation, and Trails (PORT) Committee.





Above, view of the farmstead from Highway 56.

Left, aerial of the existing Newell Farm Park site with a rendering overlay of the future Farmstead Development.

Site History

Built circa 1879—a year before the town of Berthoud itself was officially founded—the Newell farmhouse carries a deep legacy of community connection. Its original owners, Ernest and Rose Newell, lived on the land from 1905 to 1957, where they farmed and raised sheep. Ernie was not just a farmer but a dedicated local historian, becoming integral to the Berthoud community by writing volumes documenting the lives and times of residents in Berthoud and the Little Thompson Valley.

Decades later, one of the property's most recent owners, Sarah Lincoln, recognized the farmstead's unique potential as a musical gathering place. In 2002, she launched the Farm Concert with a modest stage set upon the shaded lawn. Following an overwhelmingly positive community response, it became an annual tradition. Sarah later married Butch Hause, a record producer and sound engineer whose expertise propelled the concert's success. Today, the Farm Concert is a highly anticipated, sold-out event held every year on the last Sunday in August, showcasing both national and regional talent.

Driven by a vision to turn the property into **a living history park and entertainment venue**, Sarah and Butch sold the land to the Town of Berthoud in 2023. The property was placed under a restrictive covenant agreement and can only be used for public recreation and parks purposes.











Clockwise from top left:

Farmstead, 1993.
Ernest and Rose Newell, early 1900s.
Haywagon stage at the inaugural Farm Concert.
Butch Hause and Sarah Lincoln.
Farm Concert at the existing amphitheater.

Source: www.newellfarm.org

Newell Farm Park Vision

Top Priorities

Park and amphitheater priorities were developed early in the process through initial discussions with the Town staff, the Newell Farm residents Butch and Sarah, and stakeholder interviews to guide the project vision and programming details.

- **Develop a 1,500-person amphitheater** integrated within a passive, naturalistic park setting.
- Include the infrastructure required to **support national touring talent**.
- Support the concept of a **soft-surface parking lot**.
- Potential to **partner with a nonprofit organization** to manage bookings.
- Locating **horseshoes, bocce courts, and a children's play structure** near the amphitheater is acceptable.
- **Plumbed restrooms for performers** are a priority.
- **Retain the existing stage** for smaller-scale performances.
- **Utilize bike parking and other transportation options** to reduce the parking needs.
- **Keep the farm feel** and make the project unique to Berthoud.



Amphitheater:

- **Family-Friendly**
- **Impeccable Sound**
- **Provide Shade**
- **Maintain Visual Cues and Rural Identity**

Park Program

The desired park program for Newell Farm Park is for a family friendly park focused on passive recreation with a rural identity. The concept assumes that the park functions independent of the amphitheater and is open during the Town of Berthoud standard park operating hours, including the lawn in the amphitheater area. A small permanent parking lot for daily use is included, but parking for events in the amphitheater is on a mown field. Passive uses such as trails, hammocks, and benches occupy much of the site while the more active amenities such as nature play, fire pit, and horseshoes are located near the amphitheater.

Proposed Program and Amenities

- 1.5-2-acre native parking lot (mowed for events) ~ size TBD
- (2) Individual picnic shelters
- Natural area
- Trails throughout the site
- Public art
- Horseshoe pits
- Nature based playground
- Amphitheater ~ 1,500-person (¾ acre)
- Green room
- BBQ grills
- Benches
- Fire pit
- Hammocks
- Moveable seating
- Drinking fountains
- Portable restroom enclosure ~ assumes port-o-lets are brought in for concerts
- Tree, shrub, grass, and perennial planting
- Food and beverage ~ parking and hook-ups for food trucks

Required Improvements

- Electricity
- Irrigation
- Security lighting
- Trash receptacles
- Water service
- Bike racks
- Landscaping

















Amphitheater Precedents

A preliminary review of nearby existing amphitheaters was completed to evaluate potential benchmarks of facilities/programs with Town staff. Facility size, orientation, access requirements, parking, and lighting & sound were some of the main elements reviewed.



The Gardens on the Spring Creek ~ *Fort Collins, CO*



Arvada Center ~ *Arvada, CO*



Dillon Amphitheater ~ *Dillon, CO*



Performance Park ~ *Estes Park, CO*



Newell Farm Amphitheater ~ *Berthoud, CO*



Heritage Lakewood Belmar Park ~ *Lakewood, CO*



Levitt Pavilion ~ *Denver, CO*

What We Heard

Stakeholder Interviews

Stakeholder interviews to deepen the program understanding and establish goals and priorities were conducted with both members of the Berthoud community and operations personnel at nearby similar facilities. These interviews were held through a series of online meetings with discussion focused on operations, stage & sound, amphitheater, and support facilities. In addition to guiding design refinements, the stakeholder interviews were also an opportunity to build excitement for the project within the community.

Key Takeaways

Operations

- Aim to sell out every show ~ national acts require infrastructure.
- 6-20 shows a year is average ~ at least one free show each season.
- Clear and direct access to the loading and stage area is important.
- Employee tasks to run an amphitheater are not typical of town staff.
- Offer a range of programming ~ touring acts and cultural experiences.
- Volunteers can be a great resource for staffing help.

Stage & Sound

- A larger stage allows for a variety of programming.
- Hire out sound and lighting ~ investing in a permanent truss, rigging, speakers, and lighting helps lower the cost per show.
- Sound complaints happen ~ check sound levels at the property edge and consider sound attenuation walls, cut-off time, and using landforms.
- Include an abundance of power, especially for lighting.
- Keep the existing Newell Farm stage as a secondary smaller option.

Amphitheater (Experience)

- Grass surface performs well ~ design a gentle slope.
- Consider somewhere to take shelter in inclement weather.
- Include shade.
- Chair seating, blanket seating, and dancing must co-exist.

Amphitheater (Design Considerations)

- Amphitheater capacity varies from 600 to 2,200.
- General admission seating.
- Consider the view behind the stage ~ can't be distracting.
- South and north facing amphitheaters can be successful ~ preference for north/northeast.

Support Facilities

- Consider play elements or other features to entertain children.
- Consider the location for the merchandising tent ~ needs power and Wi-Fi.
- Food and beverage is nice to have.
  - *BYOB (Bring Your Own Beer/Beverage) is a good option.*
  - *Food trucks are great, but make sure there are enough. They can be unreliable.*
  - *Alcohol can generate revenue.*
- Port-O-Lets are being used, plumbed restrooms are the preference ~ especially for the talent.
- A green room is a needed amenity.
- Parking is the largest concern ~ make sure there is enough.
- Consider emergency access and procedures including a first aid tent.
- Consider climate-controlled storage for the talent.

Concept Development

Concept Development Overview

Three different site layout and design alternatives were developed to explore uses, programmatic relationships, circulation, parking, and maintaining the uses on Parcel 1 (the farmhouse, granary/music studio, cistern, and trees).

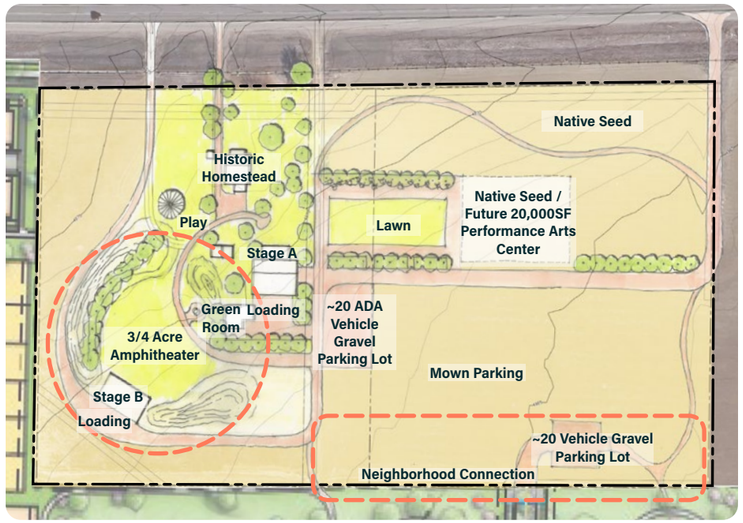
The three alternatives were discussed with Town staff, and shared with the Board of Trustees and PORT Committee. Through this process a preferred plan was developed. The preferred plan is a hybrid concept consisting of elements from all three concepts and includes the desired features:

- Round-Shaped Amphitheater
- Connections to adjacent Neighborhood (dead-end parking lot & trails)
- Shared back-of-house & infrastructure between stages
- Large vehicular & pedestrian loops
- Rounded tree /picnic allee and shade

Alternatives

Alternative 1

Round Amphitheater
Connections to Neighborhood



Pros

- Access loop avoids historic homestead.
- Loading zone is separated from the general public.
- Vehicular roads/loading areas can be used for large loop trail when concerts are not taking place.
- Play occurs within existing trees.

Cons

- Acoustic and visual bleed to the adjacent homes.
- Sound directed from Stage B to Stage A (conflicting uses).
- Attendees travel through back of house from parking to performance space.

Alternative 2

Shared Back-Of-House and Infrastructure



Pros

- Shared infrastructure/performance space for both stages.
- Minimizes acoustic bleed from one stage to the other.
- As visitors enter, they are welcomed by the farmstead.
- Future connection between Performance Arts Center and the Amphitheater.
- Shifts sound to the center of the site.

Cons

- Could require a future curb cut along 56th and road connection for Performance Arts Center. (Not shown in current configuration.)

Alternative 3

Vehicular Circulation
Trails



Pros

- Future performing arts could be practice field or other use in interim.
- Proposed improvements are separated from the homestead, including site entry.
- Larger buffer.
- Centralized play/food areas link stages.

Cons

- Vehicles are parked behind the stage.
- Distance between the two stages requires more infrastructure.
- Restrooms required at Stage B location.

Preferred Concept

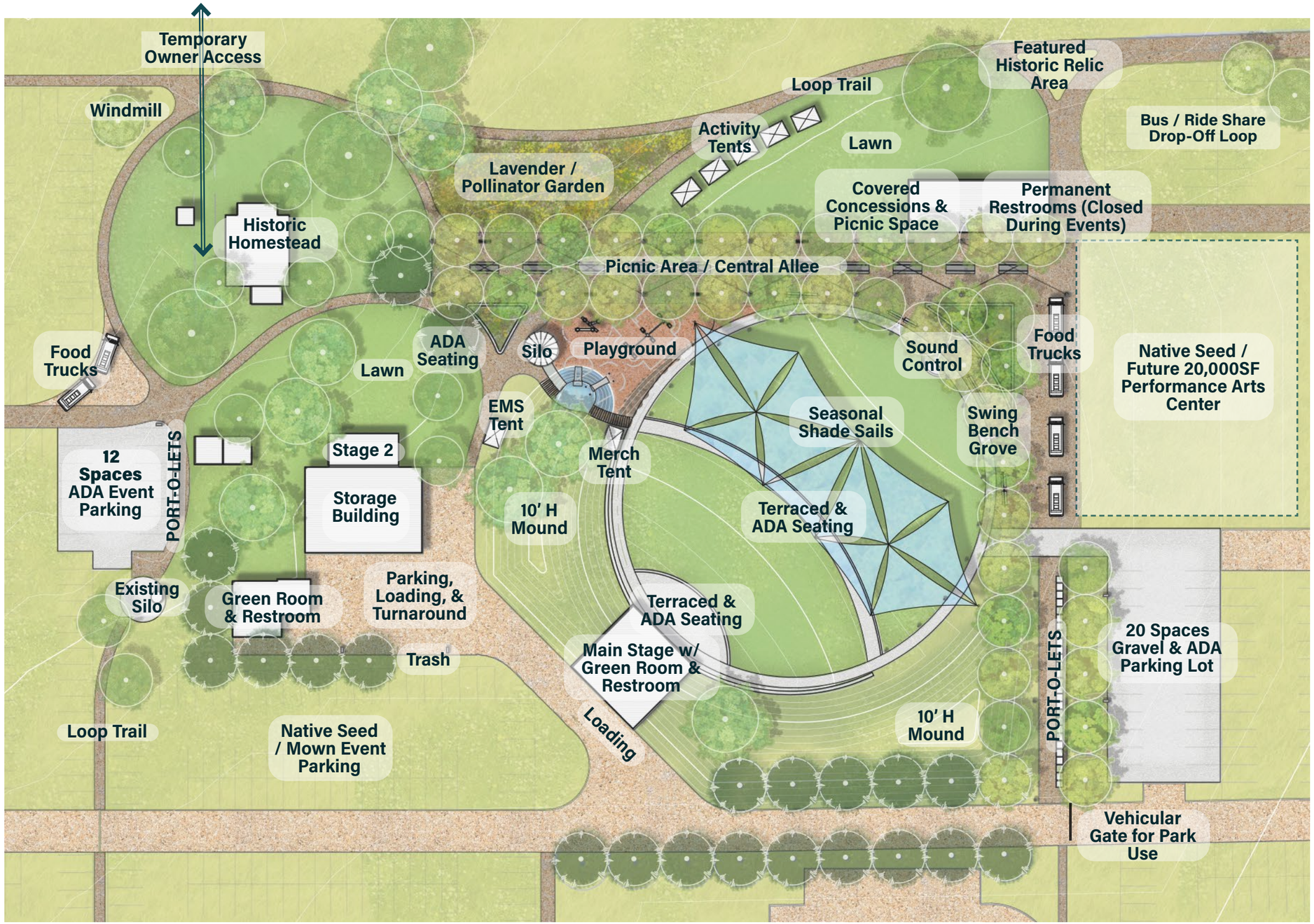
Final Preferred Concept

- Visitors are welcomed by historic homestead from West Entry
- Shared infrastructure for both stages with loading zone separated from the general public
- Vehicular roads and crusher fines paths can be used for 0.5 mi loop trail when concerts not taking place
- Earthen mounds frame the amphitheater to minimize acoustic bleed between stages & to neighboring homes
- Earthen mounds and planting at the the west, south, and east property lines help screen parking from adjacent future residences during performances
- Future connection between Performance Arts Center and stages with picnic allee
- Over 580 10'x20' Parking Spaces using mown native areas
- 32 accessible parking spaces
- Golf cart parking
- Potential Shade Sails



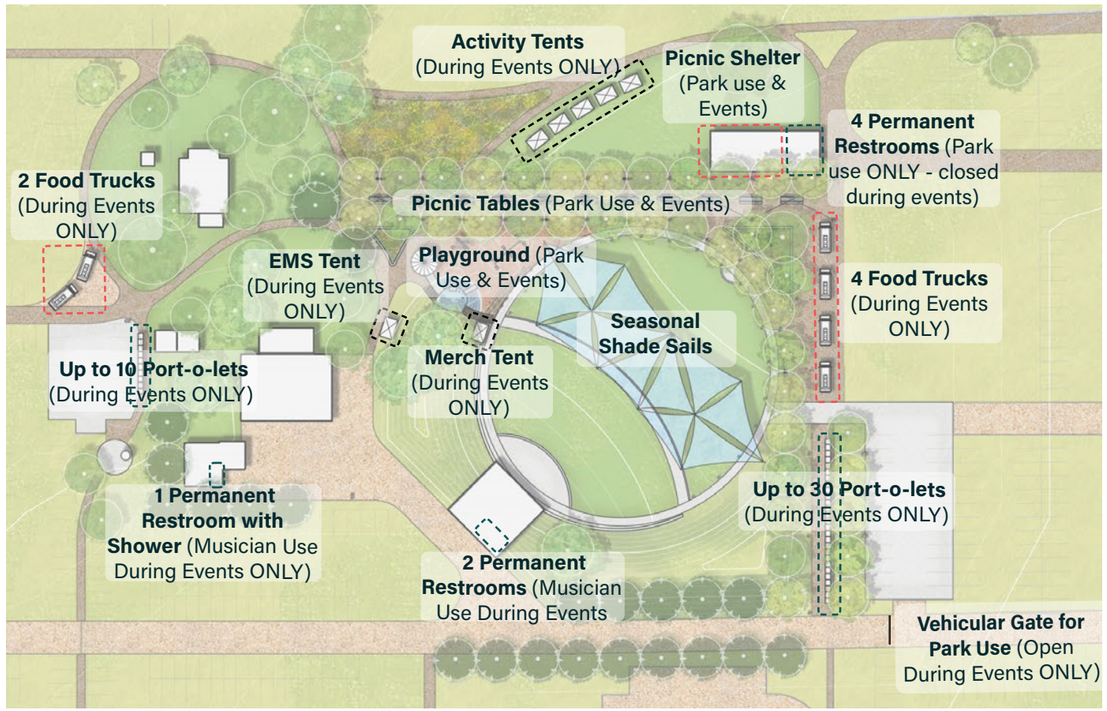
Final Preferred Concept Enlargement

- Shade sails over the upper half of the amphitheater
- Merchandise and EMS tents
- Activity tents in the northern lawn area
- Covered concessions and picnic space
- Permanent restrooms (closed during events)
- Pollinator garden
- Parking for up to six food trucks with hook-ups
- Space for port-o-lets during events
- Passive space and play flank stages
- Play centered between stages - includes a signature silo tower
- Main Stage
  - (2) Restrooms
  - Green Room
  - Climate controlled storage
- Stage 2
  - Refurbished Stage 2
  - Maintain existing Green Room (separate structure from stage)
- Loading Area
  - Parking for twelve vehicles and one tour bus
  - EMS access + parking
  - Screened trash storage



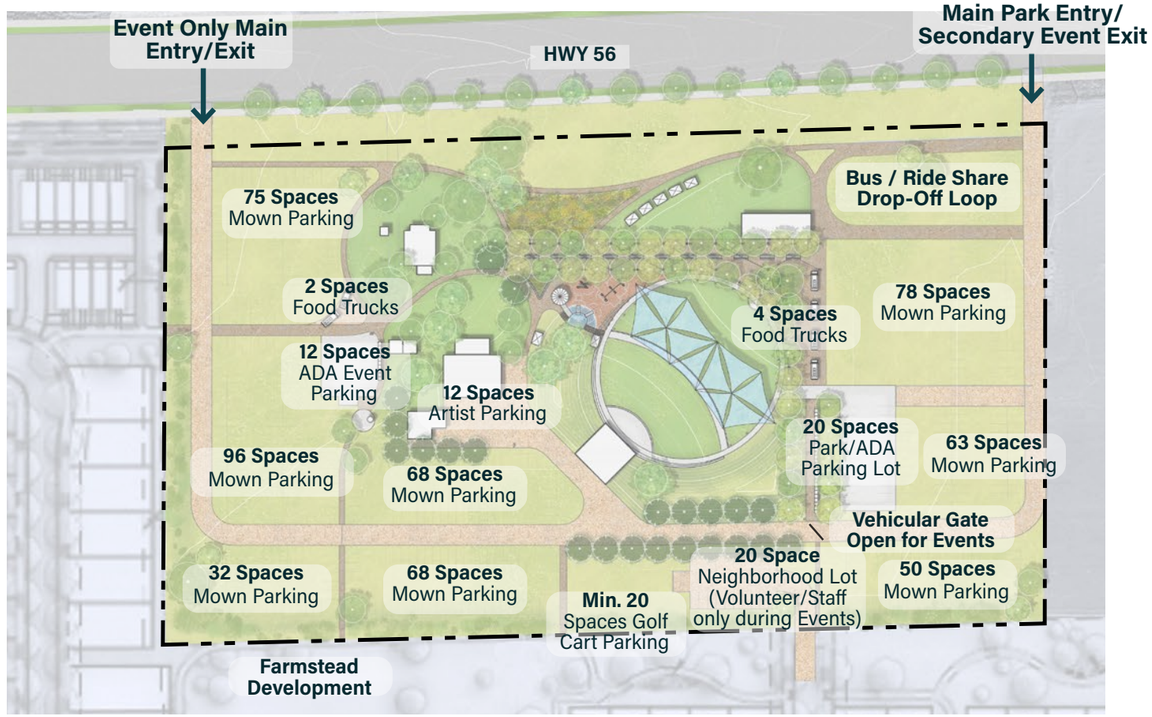
Temporary Uses & Amenities

Newell Farm Park functions as both a daily park and a periodic event space. To not overburden the park, many of the event amenities can be temporally erected to meet the needs of any given event.



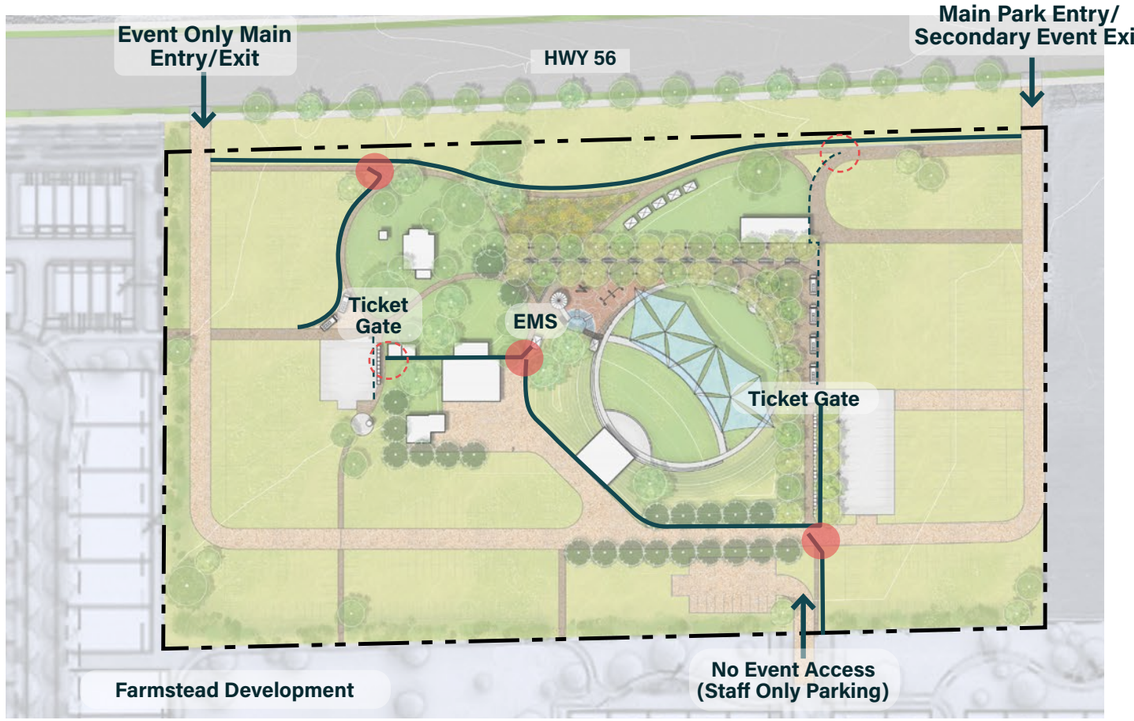
Event Parking Areas

***582 TOTAL SPACES** (MINIMUM)*
Assumes 10' x 20' stalls and 24'-wide drive aisles, not including golf cart, artist, or food truck parking spaces.



Event Security

Permanent fencing will be used to shape spaces and limit access. During an event, additional fencing can be added to limit access to the stage and amphitheater areas.





Permanent Fencing



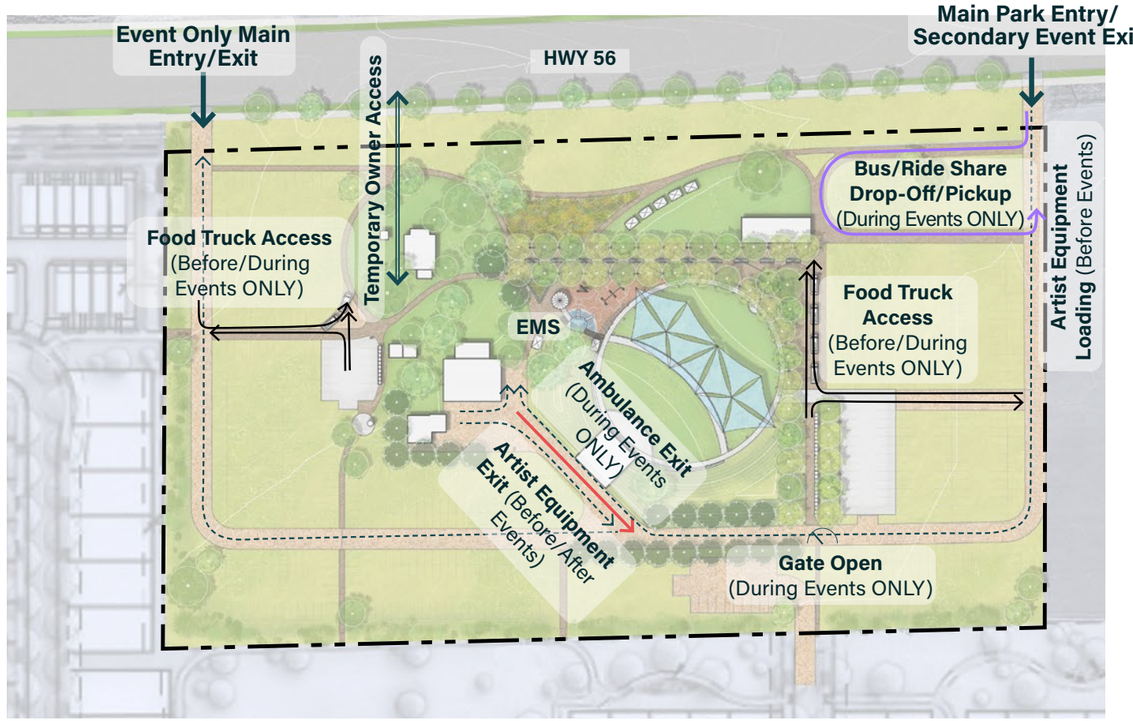
Temporary Fencing

LEGEND

- Permanent Fencing
- Temporary Fencing
- Gate Location
- Temporary Gate Location
- Property Line

Event Site Access

Temporary vehicular paths are accounted for to ensure smooth site access for ride shares, food trucks, EMS, and artists.



LEGEND

- Event/Park Access
- Artist Equipment Access
- Food Truck Access
- Emergency Access
- Temporary Owner Access
- Ride Share Access
- Property Line

Opinion of Probable Cost

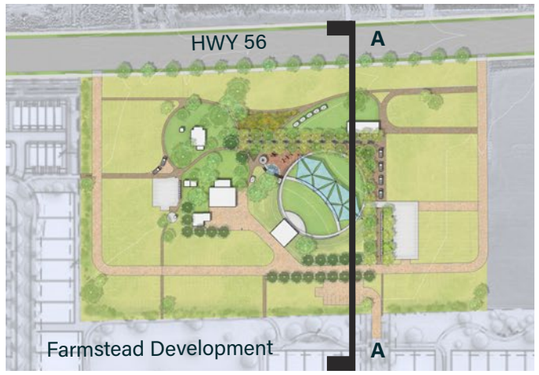
What is the Cost?

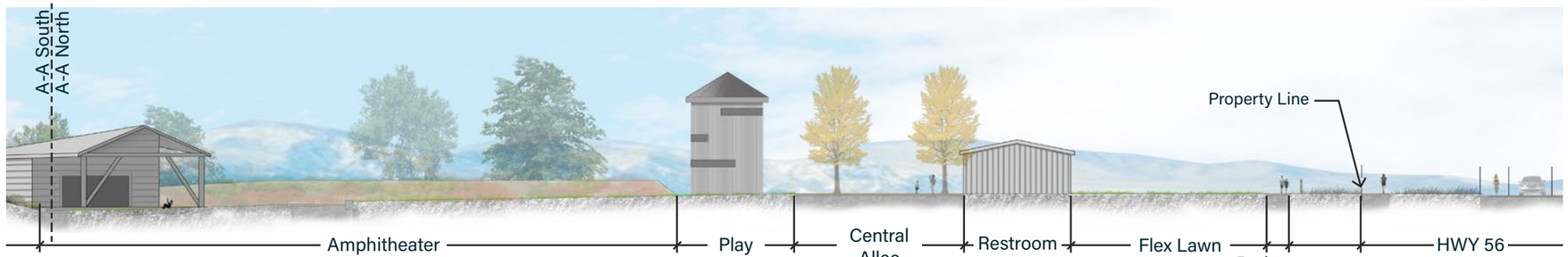
Site Preparation and Earthwork ▪ Surveying ▪ Site and Soil Prep ▪ Demolition ▪ Traffic Control	**$510,000**
Utilities ▪ Storm Utilities ▪ Electrical for the Structures and Irrigation ▪ Water and Sanitary Sewer ▪ Site Lighting ▪ Stage Lighting & Sound	**$1,600,000**
Pavements, Walks, and Walls ▪ Concrete and Crusher Fines Trails and Walks ▪ Concrete Parking Lots	**$875,000**
Landscape ▪ Lawn ▪ Native Seed (assumes native seed throughout the site) ▪ Trees, Shrubs, and Grasses	**$2,400,000**
Irrigation ▪ Irrigation Throughout the Site	**$500,000**
Site Furnishings + Play ▪ Bicycle Racks ▪ Tables, Benches, Trash, Recycling, and Pet Waste Stations ▪ Nature Play + Silo Tower	**$1,250,000**
Structures ▪ Stage 1 - (stage, (2) restrooms, green room, storage) ▪ Improvements to Stage 2 ▪ Picnic Shelter and Restrooms ▪ Shade Sails	**$4,000,000**

Hard Costs Total:	**$11,135,000**
Contingency (15%):	**$1,670,250**
Grand Total:	**$12,805,250**

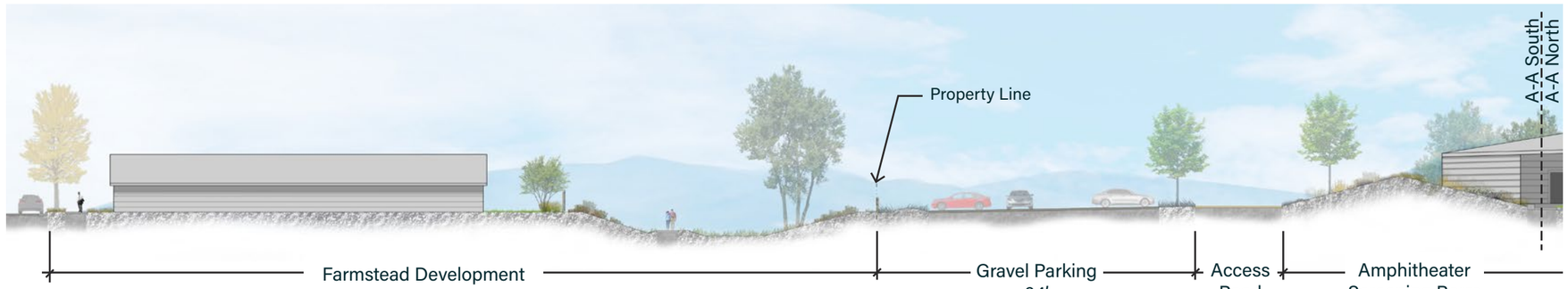


Preferred Concept ~ Section

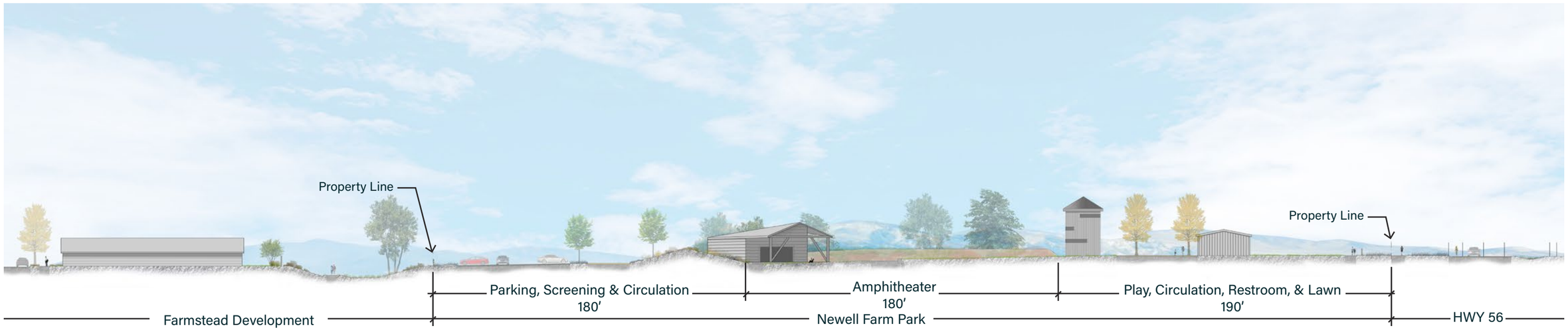




Section A-A | North N.T.S.
*Shade Sails not shown in section



Section A-A | South N.T.S.
*Shade Sails not shown in section



Section A-A | N.T.S.
*Shade Sails not shown in section

Precedent Images

































Precedent Images













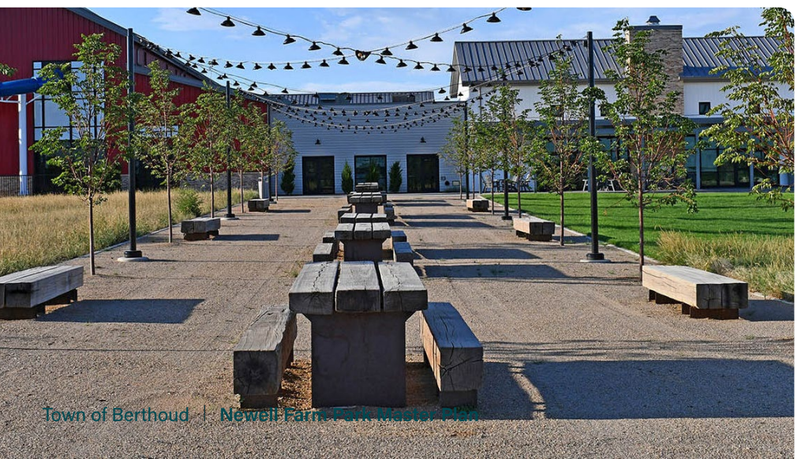












Perspective View

Aerial View Looking West - Early Evening During an Event





Aerial View Looking East



View Looking West Towards Stage 1, the Play Area, and Central Allee



View Looking West During a Typical Day



View Looking East Down the Central Allee

Input for the Newell Farm Park FINAL Concept Plan

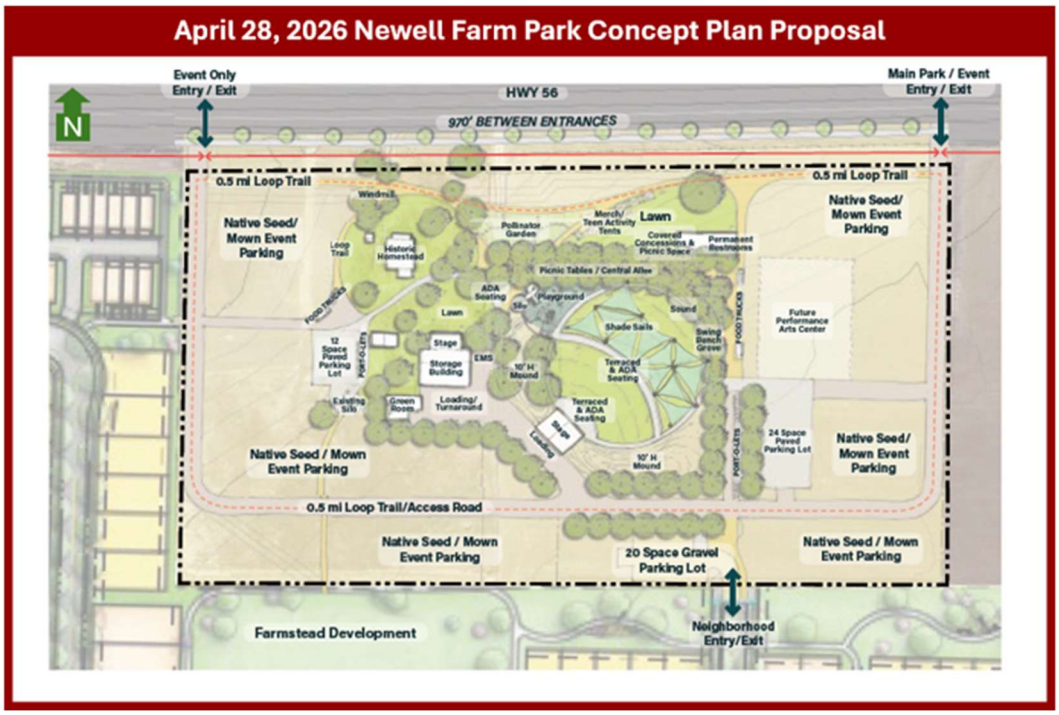
Plus, Feedback on the April 1, 2026 Newell Farm Park *Draft* Concept Plan

Both Created by Wenk and Semple Brown

Sarah Lincoln & Butch Hause June 1, 2026

Input for FINAL Concept Plan

This section provides comments for the Newell Farm Park FINAL Concept Plan which will go before the PORT on June 3, 2026 and before the Board of Trustees later in June. Our comments are meant to highlight what still matters for the *final* concept plan, augmenting the April 13th feedback that we provided on the *draft* concept plan. Our comments are with respect to the following draft Concept Plan presented by Keith Knoll to the Trustees on April 28, 2026.



First Point: Studies are needed for Construction Drawing accuracy including solar, view-shed, sound, and safety. The PORT asked for a solar study at their April 1st review and, at the April 28th Board meeting, Trustee Sean Murphy recommended that solar and view-shed studies

be conducted to guide the Construction Drawings. We agree. Let's take the time to study where to place the stage and shade sails to maximize comfort and mountain views for patrons watching shows. The amphitheater's round shape will enable moving the stage as needed.

Also, a sound study will mitigate concerns about neighbor complaints since current technology allows sound to be focused and contained. For just a few hundred dollars, an expert would place an appropriately-sized sound rig approximately where the new stage will be, and decibel levels can be measured all around the site, including in neighborhoods. We believe this will dissipate fears concerning sound complaints and will help with the detailed design of the amphitheater.

Finally, a safety review by an expert, such as a Weld County Sheriff, will ensure that entrances, fencing, gates, and roads are properly placed before we get too far in the design process. We had this done as we built out the original amphitheater, and it was invaluable.

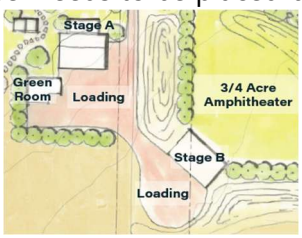
We believe that these studies will eliminate the need for the 10' berms currently shown on the plan. This will allow a merchandise area to be built to the right of the stage (see below) and will allow the Farm to keep its open, spacious sense of place.

Second Point: National acts demand that their merchandise be sold as close to the stage as possible, with secure access to it. In other words, they want to be able to walk to their merchandise through a secured area which they can easily escape back into when they are done signing and selling. Therefore, as stated above, we would recommend that the merchandise selling area be placed to the right of the stage. This way, talent may load in their merchandise when they arrive on-site, they may then easily keep and eye on it, and they may provide patrons the opportunity to interact with them without compromising their personal safety.

Third Point: The two stages and their green rooms need to be called out clearly. We recommend that the larger amphitheater's stage be called "Main Stage and Green Room" on the Concept Plan. The original stage and separate green room could then be called something like "Secondary Stage" and "Secondary Green Room." **We want to be sure that it is very clear that the main stage must have its own green room.** National acts need to get on stage within feet of their green room. To be clear, they will not walk across a parking lot to get on stage. So, we would like the main stage green room called out.

Fourth Point: National acts demand running water and decent restrooms. Since the restroom facilities for the main stage green room will improve as the surrounding neighborhood is built, we feel the evolution of these green room facilities needs to be noted somewhere on the Concept Plan, so that it can be taken into account in the Construction Drawings. For instance, temporary, high-quality portalets and sinks must sit close to the green room, almost as if they're built in. And in-door plumbing would then need to be installed later, when available.

<u>Fifth Point</u>: Tour buses and/or trucks for national acts will need ample space to turn around, load in, park, and load out. In our April 13th feedback, we referenced this picture of a turnaround in a prior draft that we feel needs to be placed back into the backstage layout.



The backstage area will need at least a dozen parking spaces, and a bus/truck turnaround cannot interfere with them. A bus or truck must park separate from them. Most acts that Berthoud will be able to afford for the Main Stage will arrive in a 40-foot bus with equipment stored under the bus. Acts for the Secondary Stage will likely drive vans. A 30-foot box truck might show up as well. Again, eliminating berms and replacing them with security fencing will provide more backstage parking spaces and room for a nice, big bus/truck turnaround.

<u>Sixth Point</u>: The Neighborhood Entry/Exit & 20 space gravel parking lot needs to be clarified. The fact that this parking lot could be used for bicycles and potentially golf carts during events is a great idea and needs to be clear. Is this the main parking lot for the park in between events? If not, what is?

<u>Last Point</u>: A "trash headquarters" needs to be specified. We would recommend that a fenced trash area be placed near the east entrance, perhaps in the "Native Seed" field near the driveway to Highway 56. Trash management and removal is always a big deal, especially during events. We feel that this warrants thought and clarity before the Construction Drawings are started, so we would like it noted on the Concept Plan.

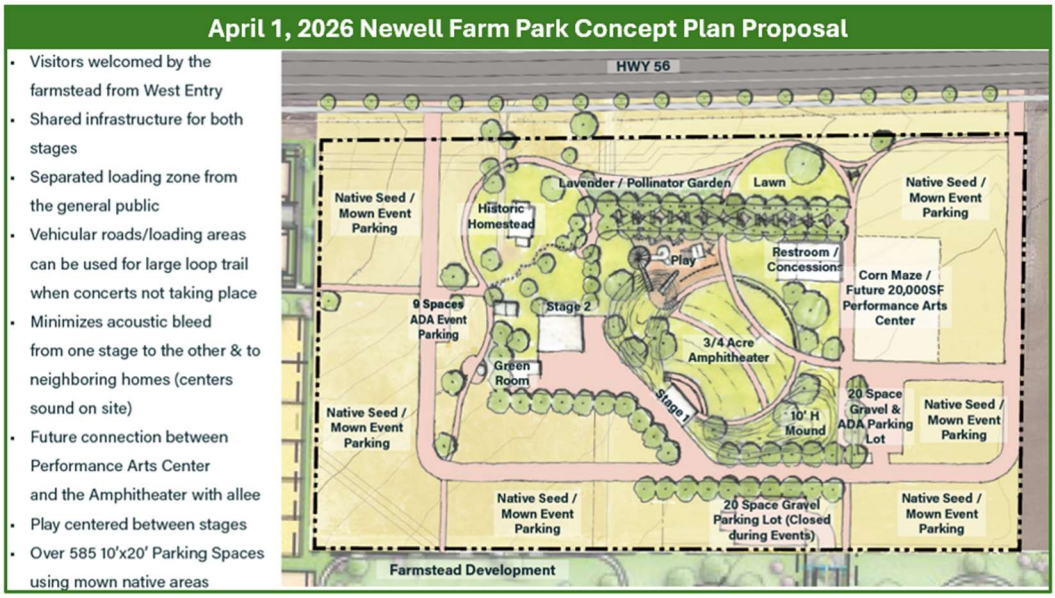
This ends our input into the FINAL Concept Plan. The rest of this document contains our April 13th input which we would like preserve here, but which is more appropriate for the Construction Drawing phase.

<u>April 13th Input to the DRAFT Concept Plan</u>

On April 1, 2026, Keith Knoll presented to the PORT an excellent *draft* Concept Plan for Newell Farm Park, created by Wenk and Semple Brown. This version incorporated PORT and Town Staff feedback from prior meetings, including the March 4th PORT meeting. Once again, the PORT gave great feedback, and we also provided extensive verbal feedback during this meeting. Since then, we decided to put our points in writing and take time to explain the nuances because, with a design like this, the details matter and we didn't want them to get lost. We want to note that this writeup complements our November 5, 2025 overview for Wenk and Semple Brown.

If possible, we would like to discuss relevant points (bolded in this writeup) with Wenk and Semple Brown before they create the final Concept Plan because several impact the layout of the grounds. We understand that some points will be better considered during the Construction Drawing phase, and therefore we can promise to keep this meeting to an hour or less.

Our feedback in this section refers to the following drawing from page 15 of the April 1 slides.



We also refer to the Curved Allee rendition on page 11 of the April 1 package.

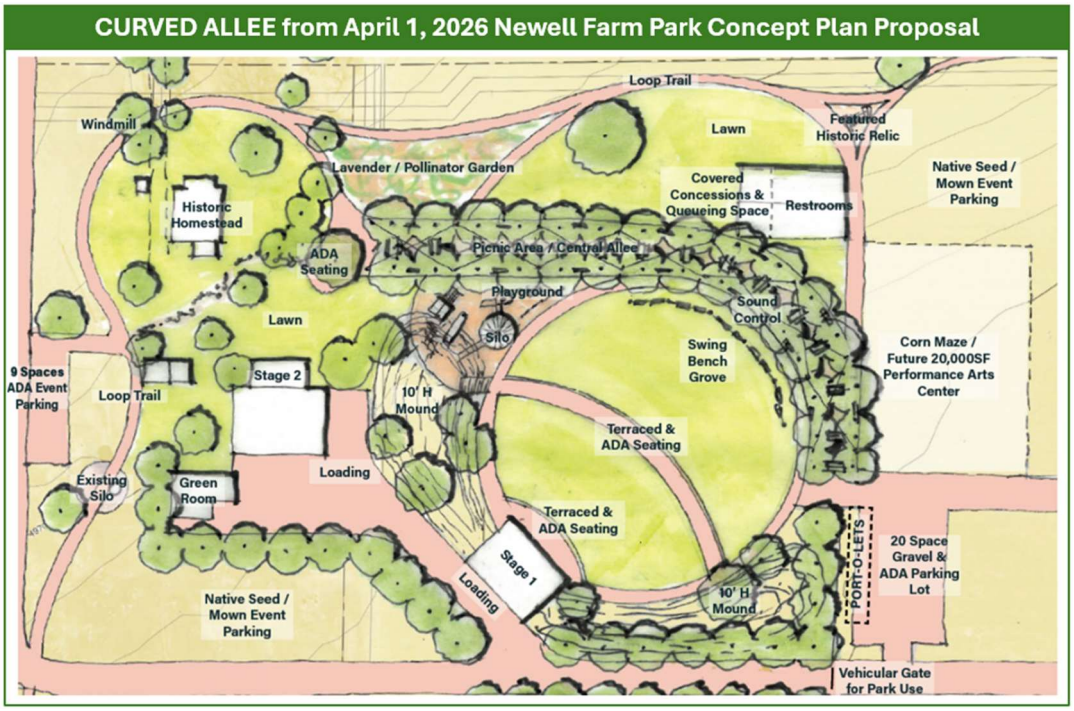


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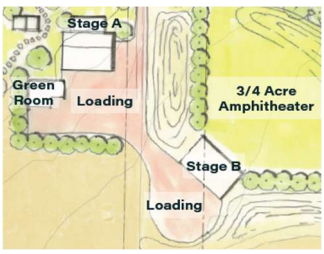
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Parking and Gates 6
Amphitheater, Shade, and Views 8
Food and Merchandise 10
Restrooms and Trash 11
Community Arts Center 11
Personal 12
Thank You 12

Talent, Load-In, and Hospitality

Since the talent is what makes or breaks a venue, we'll talk about this first. We have learned that comfortable performers put on better shows and they're willing to offer good rates to return.

Describing how to get to a venue is easy when we have a solid address because all performers use their GPS on their phone. But describing how to get backstage within a site can be very difficult. **Given that the performers are usually asked to arrive for their soundcheck 2-4 hours before their show, how will we lead them to their green room? How will we tell them where their bus or truck may load in? Where will they load in their merchandise?**

Alternative 2 on March 4th provided a nice turnaround. We need this to remain so that a bus or truck can pull a u-turn, park in the curve across the way, and not backup to get out. This can be built *within* the road structure; it doesn't have to be at the end of a road.



Lighting and security will be needed in the loading area, so that folks feel safe going out to their cars or the truck. **We recommend getting rid of the berms near the stage and instead**

using 5-foot fencing with gates and security personnel. National acts usually require this. In fact, the whole backstage area will need to be gated and secure.

We understand that the Main Stage will include a Green Room for the talent that is performing there. We recommend a hospitality room of at least 16' x 20' with a sink, 2 toilets, 2 changing rooms, 2 makeup mirrors, tables, comfortable seating, and a kitchenette for serving backstage food. The Rialto has a great Green Room which we can offer photos of, when it's time.

Performers prefer real toilets over trailers, but they will not complain if the bathrooms are clean and don't smell. **We definitely need to upgrade to real restrooms when Farmstead offers sewer utilities, so we'll want to make provisions for that upgrade.**

We also believe that the Main Stage needs an equipment room of at least 12' x 12'. The stage itself will be comfortable for national acts if it is 30' x 40'. The rigging needs to fly and stay put, with a big door or doors that house it against theft and weather. Electrical service needs to be 3-phase 220v to the stage. Also, a 30 amp (or preferably 50 amp) RV-style receptacle is needed in the turnaround near the backstage area for tour bus shore power.

And all of this needs to be ADA compliant as national performers often have health issues.

Parking and Gates

Since parking is what makes or breaks a patron's or volunteer's enthusiasm as they enter the venue, we'll talk about this next. We have guidelines for our parking crew which explain that their smile is the first thing that patrons see. We also have a parking guide that we will gladly share which shows where our regular parking spots, ADA spots, and gate line (i.e., line of patrons waiting for the gates to open) are located.

We would like to note that page 14 states that there are 585 parking spaces in the mown fields, but we calculate 557 based on the numbers provided.

We feel that the road in the west mown field needs to run along the west-most boundary line in order to keep patrons safe as they walk to the venue from their cars. We don't want people cutting in front of cars as they carry their camp chairs and such to the gate. We recommend turning cars nose-north as it enters, so that they don't have to back up in the dark at the end of the night. This way, most folks drive north through the field to get to the exit. The folks in the south of the west field might have to be treated differently.

We also wonder how patrons will know to park in the west lots versus the east lots? One thought is to designate the east lots as paid lots since they're closer and have better ADA access, and to sell these passes ahead of time at the time a patron buys their tickets. Then "PAID LOT" signage could help. Starlight Amphitheater in Kansas City does this. They have paid

parking that is closer, and we pay extra to get close-in ADA parking that is only steps from one of the gates. ADA parking needs to provide LOTS of room for vans and scooters and such. We use these lots and we can attest to the fact that ADA patrons tend to have questionable parking skills, so they need room to make mistakes.

That said, **we need a safe way to drive OUT at each of the two access points, so that cars can get out if they're in the wrong lot, or the show is sold out and they don't have tickets.** For the Farm Concert, we check folks' tickets once they're inside the west parking lot and we send them out our driveway if they don't have tickets to the show, since it's always sold out.

We agree with the PORT that the south parking lot that is labelled "Closed During Events" should be opened to bicycles and maybe golf carts during events. And we would suggest that this parking lot be monitored (and lit) so that no theft occurs during a show.

We also need central parking for volunteers and staff. Most of these folks will arrive early. For the Farm Concert, we place them south of the barn, but that needs to be gated off for future National Acts. We make room for 30 cars since we have about 60 volunteers on the day of show. **We recommend that they gather near the south property line. Below are two options.**



In addition, we need a hospitality area for volunteers where we can distribute food, supplies, name badges, water, and we can gather to train them. We would recommend that it be south of the barn and south of the gated backstage area, where (below) we recommend that we make room for volunteer parking. Even if it's in a tent, this would be a good place for them, but we'll need a portalet nearby.

We need to think about where the gates and waiting lines will be on both the east and west sides, so that patrons are out of the way of traffic as they wait to get into the venue after they park. Farm Concert patrons start arriving at noon for a 4pm show because seating is general and they want to ensure they get their special spot. We manage this by having a hostess talk with them and ensure that they line up where it's safe, and she hands them an umbrella, if the sun is too hot. By the time the gates open, we may have 200 people waiting. **Eventual tree**

cover for the waiting lines would be awesome. And every now and then, someone needs to use the restroom before the gate opens, so we need to think about how to handle that.

All parking lots need to be lit, if the show ends at night. We use spot lights up on Butch's ham tower that we plug in during the encore. **We've also discovered that foot lighting is necessary to and through the gate.** While the show is going on this lighting is dim, so that it doesn't distract, but folks can leave early. Then we make it brighter when the show is over.

Finally, we don't see gate houses where folks can 1) present their tickets, 2) buy tickets, or 3) pick up Will Call tickets. We would need one for each side of the venue. Can we think about this together? Again, they will need to be placed near where we want waiting lines to form out of the way of car traffic.

These gates houses need shade for the workers, tables for searching bags and coolers, wifi and ways to take money, power, lighting, and a place to store items in between events.

Amphitheater, Shade, and Views

We love the placement and shape of the amphitheater, with the curved Allee to the north and east, and the mountain views to the south and west. How can we be sure that it will seat 1500 people? What is the slope of the lawn? What is meant by Terraced and ADA Seating? And, what is a Swing Bench Grove? How will we light the amphitheater?

If we don't provide shade for most of the amphitheater, folks will NOT come. Patrons seem to be willing to sit in the sun for a little bit, but they don't want to sit in the sun for a show because they can't see it. Older patrons have made it very clear over the years that they will not tolerate exposure to the sun. **The PORT suggested that we study the sun and shade patterns during the summer months in order to decide where to place trees and shade sails. And, we agree. This will need to be done during the Construction Drawing phase.** There will be tradeoffs between shade structures and site lines, so we'll want to make careful decisions. However, we do want to note that placing the new amphitheater east of the farmstead was a great idea because the tall trees provide nice shade even in April. **Below is a photo taken at 5pm within the past week from the middle of the current amphitheater. It shows that the shade from the old-growth trees extends to the eastern property line of the Park.**



In the summer, this shade will extend not only east, but south, as the sun is farther north during those months. So, it will cover some of the new amphitheater as the sun sets, keeping folks from getting blasted from the side. How much it covers remains to be studied.

In addition to studying for shade during the Construction Drawing Phase, we recommend studying for view corridors. The most cherished views are to the southwest, down the range to Pikes Peak, so we recommend that trees and berms be used carefully in that direction. For instance, we would remove the 10' berms and put up 5-foot fences instead. We would place bushes in the southwest to hide the housing development, but we would place few trees there to keep the mountain views open.

With the latest sound equipment, berms are not needed to tamp down sound. The equipment itself can be aimed carefully so that it will not bleed into the surrounding neighborhood, especially with the stage facing northeast. Without the berms, we would have more backstage parking. Or we could build a merch area to the right of the stage instead of having a berm there.

Around the Green Room for Stage 2, we recommend bushes to grant a bit of privacy for the Green Room porch and block the view of the houses from the Green Room, but we wouldn't recommend trees, if they block the view of the mountains. Maybe a tree or two would be good to provide shade for the building itself. On the back of Stage 1, we recommend having a deck with a roof that allows talent to sit outside and look at the mountains. Our national acts have always expressed awe over our western landscape. A mountain-view window in that green room would be a bonus too.

We absolutely love the tree-lined Allee to the north and east that hides the view of Highway 56 and "hugs" the amphitheater. It will also provide a place for families to camp out. Everyone on the PORT preferred the curved Allee. The only downside is that when the Community Arts Center is built to the east of the amphitheater, the Allee may block views of the amphitheater and mountains from the center. So, we'd want to consider planting tree types that take this into account.

Food and Merchandise

The PORT noticed that there's not a lot of room for food trucks and, frankly, we shy away from them. **We would recommend that patrons be encouraged to bring their own food, and that a charity, like the Lions Club, be given the opportunity to sell food for shows.** Food trucks are loud (with generators) and serve only 10-20 people per hour. Folks will not stand in line if it means that they'll miss the show. Patrons can be warned when they purchase tickets that "Concessions are limited" and "Food is allowed, but not coolers", and they will adjust accordingly. Or, like at our Farm Concerts, the Lions Club can serve 150 people in 30 minutes because they do it buffet style and they have plenty of cashiers. We like the placement of the concessions north of the Allee in a lawn where folks can line up.

That said, where is the food concession load-in area? Where can pickups with trailers turn around? [Note: this same load-in "road" would be used by the portalet delivery truck]

Performers merch sales tend to do better when the merch is near the stage. How do other venues handle this? Do they put the merch tent near the food or near the stage? For the Farm Concert, our merch tent is practically next to the stage and we've gotten strong feedback when we've tried to move it elsewhere. **In this draft concept plan, concessions are on the opposite side of the venue from the stage, and that is too far away for performer merch load in. We recommend that the berms to the left and right of the stage be removed, that fencing be used instead, and that a merch "coop" be placed to the right of the stage where merch can be loaded in and out easily.**

We'd like to note that pay-ahead chair rental is a great revenue stream that we've seen work well at The Gardens on Spring Creek. If Berthoud wanted to do this, where would patrons pick up their chairs? We'd recommend that the pickup be placed near the merch tent, so patrons see the merch at the start of the show and want to come back. Where would the chairs be stored between shows? Could there be a "chicken coop" to the right of the stage for merch sales, chair distribution, and chair storage? How would chair distribution couple with the gates, if at all?

Restrooms and Trash

Town Staff has made it clear that the installation of permanent restrooms needs to wait until the Farmstead development supplies access to the sewer lines. So, what do we do in the meantime?

We've seen the use of clean portalets work well for patrons at our Farm Concert as well as the Gardens on Spring Creek, but this does NOT work for performers. **Portalets for performers will need to be high quality, like those supplied for upscale outdoor weddings. Where will these be placed relative to Stage 1, and how will performers get to them easily?**

Portalets for patrons will need to be plentiful and distributed around the site where the north and west winds don't drag the smell through the audience: near the playground, near the concessions, near the ADA areas. These areas need to be flat, protected from sun and wind, and accessible to a portalet delivery truck. Can we think about this together?

Where will portalets be placed for the older amphitheater when we have events there? We place them on the east farm road now, and that road seems to be going away. Also, if a patron who is waiting in line for a gate to open needs to use the restroom, what happens?

Trash cans will need to be distributed and plentiful as well. Where is the dumpster for the park going to be placed?

Community Arts Center

When the Berthoud community comes to rely on summer concerts to enjoy with their friends and family, they're going to ask for more shows year-round. At that time, discussions about a Community Arts Center will become relevant. Given the level of talent that patrons will be used to with the 1500-seat amphitheater, we recommend building a 750-seat indoor performance room to be able to afford similar talent on-going. To ease utilities and sound issues, we recommend building the theater into the ground -under the facility – so that the main floors of the building may be used to house community gatherings and education (music lessons, painting, pottery, etc.), and perhaps a senior center from which ushers and other help may be recruited. **With this in mind, we believe that a 40,000 square foot center will be needed as the theater alone will require 20,000 square feet.**

Personal

We have always felt that Newell Farm belongs to the people of Berthoud, and we love to share it with them as much as possible. In light of this, we are constantly looking for ways to open the Farm up to others while staying happy ourselves. **Since Keith Knoll mentioned that CDOT would like the west entrance to be opened only for events, we're not sure how we would be able to do the following.**

1. **Get to our house from Highway 56 (and have guests do the same)**
2. **Get to our mailbox**
3. **Have Amazon deliver packages**
4. **Place our dumpster and have it easily emptied**
5. **Drive to our barn**

If CDOT allows us to keep our driveway for personal use, the first three items will be moot. Can we think through this together?

Thank You

We want to acknowledge that this Concept Plan is marvelous and that Wenk and Semple Brown are wonderful to work with. Thank you to them, the PORT, and Town Staff for great work.

June 18, 2026

Keith Knoll
Public Works Operations Manager
Town of Berthoud
807 Mountain Ave.
Berthoud, CO 80513

Sent via email

RE: Newell Park Farm / Concept Plan Comments

Mr. Knoll,

Once again, thank you for including the Farmstead team in the review and development of the Newell Park Farm entertainment complex. We appreciated the opportunity to review the preferred concept presented to us via a Teams meeting on June 3, 2026. I also attended the PORT meeting later that evening. The presentation at the PORT hearing further explained the Town's vision and goals for the park. We appreciate the Town's efforts although we believe this is an incompatible use adjacent to residential land uses and overall, not supportive of the project. As requested, please find below a summary of our team's comments and observations based on the preferred concept plan.

Comments and Considerations:

1. **Southern Vehicular Connection**
   The proposed vehicular connection along the southern boundary into Farmstead raises concerns regarding cut-through traffic. This connection could attract significant event-related traffic into residential streets. We strongly recommend that all vehicular access be limited to Highway 56 access points and that the southern connection be removed to prevent unintended impacts on the neighborhood. Those 20 spaces could easily be accessed from Highway 56.

2. **Parking Capacity**
   It is critical that the venue provide sufficient on-site parking to accommodate peak attendance. Based on an estimated capacity of 1,500 attendees, this could translate to approximately 550–600 vehicles. Without adequate parking, there is a high likelihood of overflow parking within Farmstead. Please provide a parking plan

that includes adequate on-site parking design and how the City will prohibit event-related parking on adjacent residential streets.

3. **Pedestrian Connectivity**
   We support and encourage limited pedestrian connections between Farmstead and the venue. Multiple connection points could provide mutual benefit by enhancing accessibility while reducing vehicular demand.

4. **Noise / Decibel Study**
   We request that a comprehensive decibel study be conducted to evaluate potential noise impacts. Comparable venues have experienced significant issues with noise affecting nearby residents, in some cases leading to legal action (Ford Amphitheater, for example). Ensuring appropriate mitigation strategies early in the design process will be important.
5. **Event Programming and Operations**
   We would appreciate clarification regarding the anticipated frequency and types of events. In addition to concerts, will the venue host farmers markets, weddings, private events, or community gatherings? What will define a formal “event”? Additionally, will the park be open to the public on a daily basis for general use, and how will non-event activities be managed? Given that the amphitheater will serve as a concert venue, a covenant should be placed on the property requiring concerts to end by 9:00 p.m. or comply with the Town’s established noise ordinances.
6. **Landscape Buffering and Screening**
   We recommend landscaped berms and tall screening along the shared boundary with Farmstead, particularly adjacent to parking areas. Evening events will likely generate significant vehicle activity, and headlights and congestion could negatively impact adjacent homes. Appropriate buffering will be essential to mitigate these effects. Our initial recommendation is a 100-foot buffer adjacent to the Farmstead project. Buffers were mentioned during presentations, but no such buffers, berms, or landscaping are shown on the concept plan.

7. **Facilities and Waste Management**
   Additional information is requested regarding restroom facilities, trash collection, and overall waste management. Large events can generate substantial waste, and operational plans should address these needs. Additionally, clarification on whether alcohol will be served would be helpful.

8. **Lighting and Dark Sky Compliance**
   We request details on the proposed lighting plan. Will the venue comply with the Town's Dark Sky Policy? While we assume downcast lighting will be used, further clarification is needed regarding parking lot lighting, safety lighting, and how spillover or nuisance lighting will be mitigated.
9. **Mountain Views**
   The PORT Committee discussed mountain views and whether trees would block such views. We completed a view study and submitted it as part of the Farmstead Filing 3 Preliminary Plat. This view analysis indicated that views would be blocked by future street trees within the Farmstead development. To protect mountain views, a condition of approval was placed on Farmstead Filing 3 at the Neighborhood Master Plan Hearing that would limit our homes along the western boundary of Newell Park to one story in height. We request that this condition be removed and that homes on these lots be allowed to be constructed as two-story homes.

The PORT Committee made recommendations regarding additional studies to further address these issues. These studies included a noise study, traffic impact and parking study, lighting study, view corridor study, and financial feasibility study. We support this recommendation and look forward to the results.

Once again, thank you for the opportunity to review the Newell Park Farm plans and be part of the process. We are not opposed to the project, but we want to ensure that our voices are heard and that the items above are addressed. We look forward to a follow-up meeting as you progress with the design.

Please reach out if you need anything else.

Thank you,



Steve Schroyer
Schroyer Resources
steve@schroyerresources.com



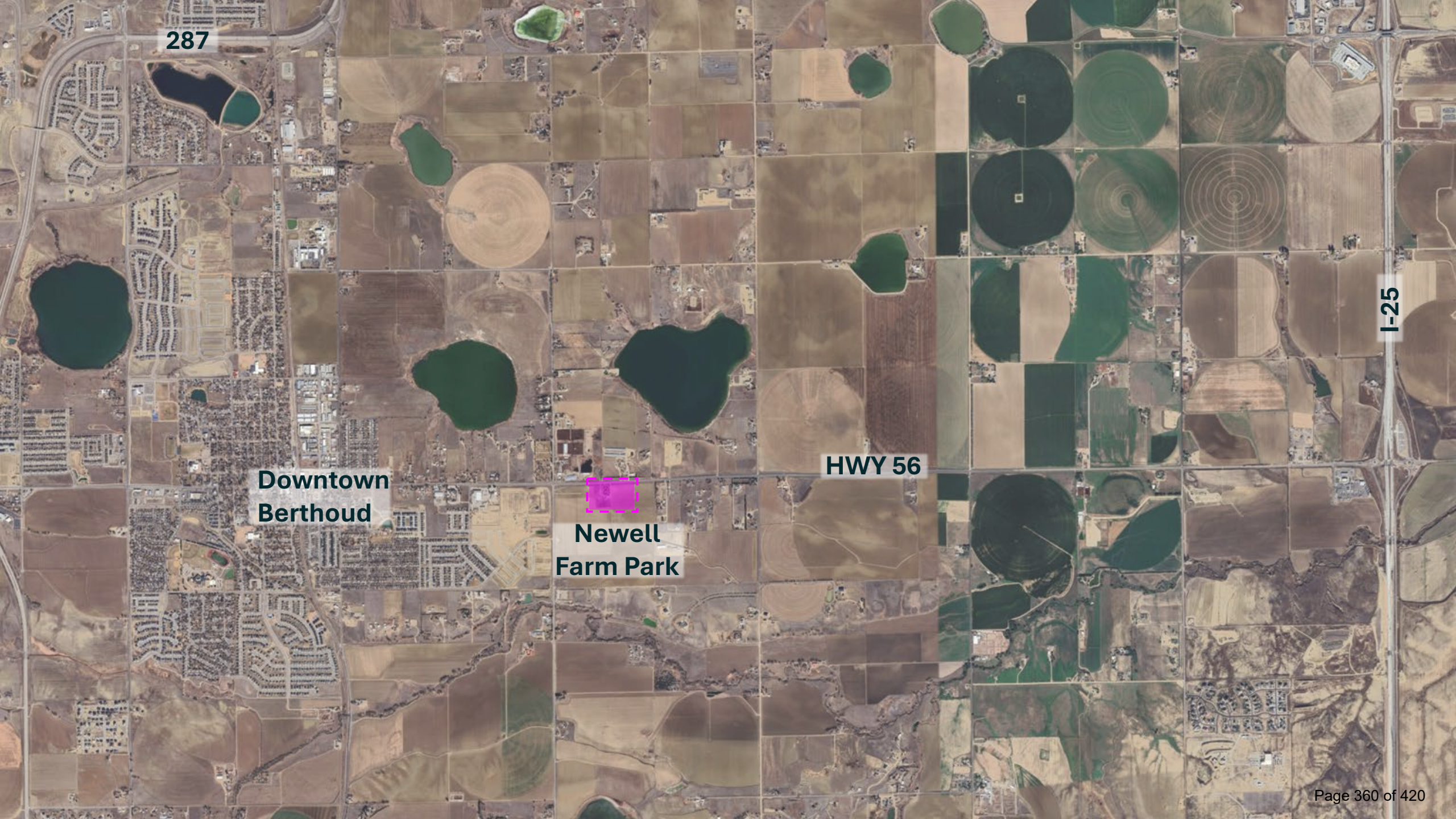
Newell Farm Park Concept Update

Keith Knoll, Public Works Operations Manager








287
Downtown
Berthoud
Newell
Farm Park
HWY 56
I-25

Park Planning Process

PORT Inventory

Early planning phase that defines a park's overall vision, goals, and layout, exploring ideas and possibilities without finalizing detailed designs, costs, or construction methods.

Conceptual Design

Construction Documents

Property Construction

Public Meetings – Start of Conceptual Design 11/2025

PORT Committee Meeting

- December 3, 2025
- January 7, 2026
- March 4, 2026
- April 1, 2026
- June 3, 2026

Board of Trustees Meeting

- January 27, 2026
- April 28, 2026
- June 30, 2026

PORT Committee Recommendations

PORT recommended the Newell Farm Park Conceptual Design be forwarded to the Board of Trustees for consideration, subject to revisions discussed by the Parks, Open Space, Recreation, and Trails Advisory Committee, and recommending the following further studies of the site: solar and shade analysis; viewshed analysis; safety analysis; sound analysis; and an economic feasibility study to understand the operational costs of the proposed venue.

The revisions we discussed in the meeting included the following:

1.Update the cross-sectional drawings to show more accurate height of proposed neighboring Farmstead homes and mountain views/viewsheds.

2.Landscape buffer details: Illustrate trees, berms, and other screening elements rather than simply referencing them conceptually.

3.Stage support facilities: Add a clear label for the green room/backstage support area at the main stage. Add a clear label for the area designated for merch.

4.Depict a rideshare/drop-off area and trash area on graphics showing temporary circulation patterns during events

Conceptual Design



1. Project Overview
2. Site History
3. Vision
4. Passive Park Program
5. Amphitheater Precedents
6. Stakeholder Interviews

Alternative 1

Round Amphitheater
Connections to Neighborhood



Pros

Access loop avoids histori

Alternative 2

Shared Back-Of-House and Infrastructure



Alternative 3

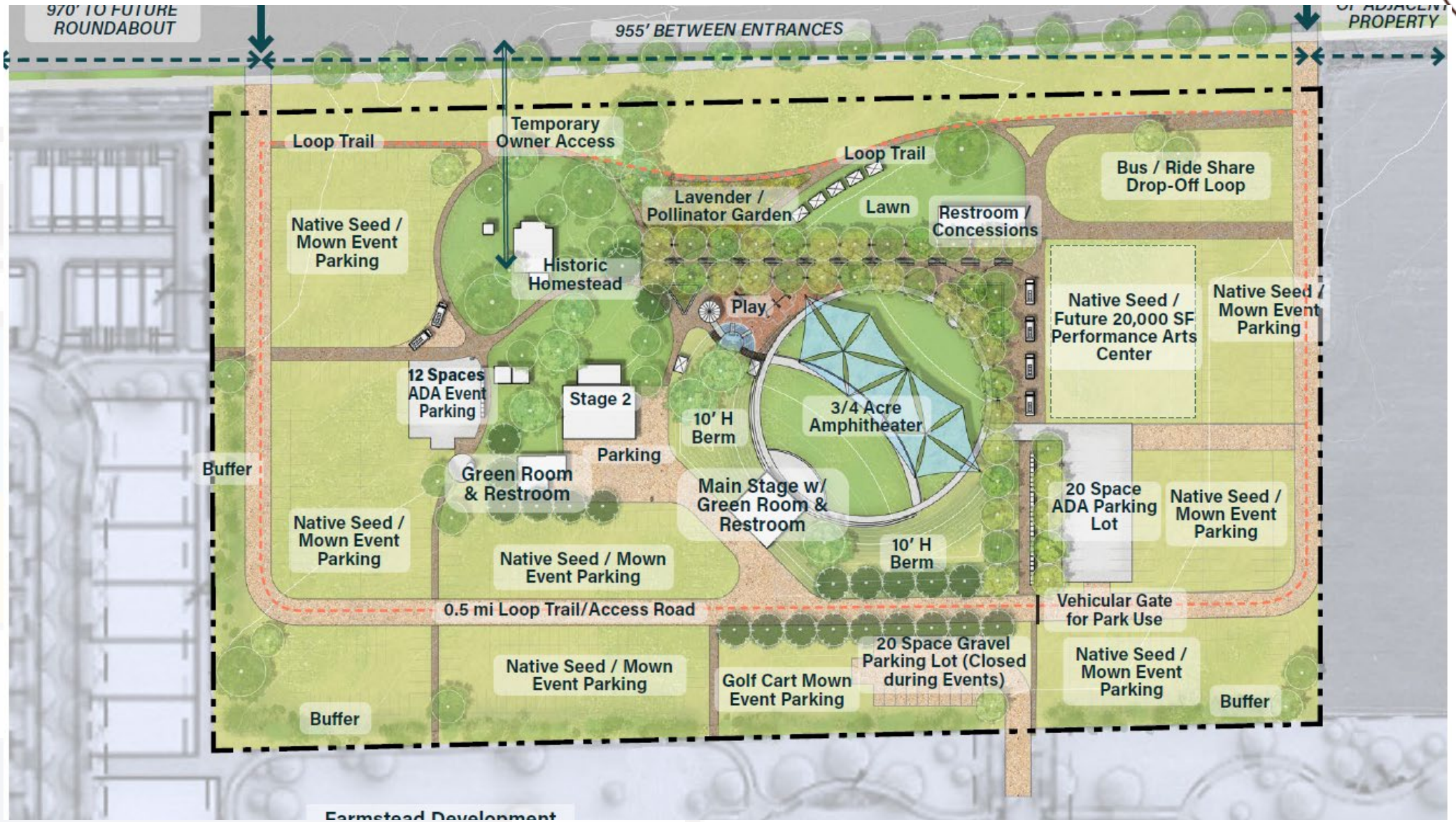
Vehicular Circulation
Trails



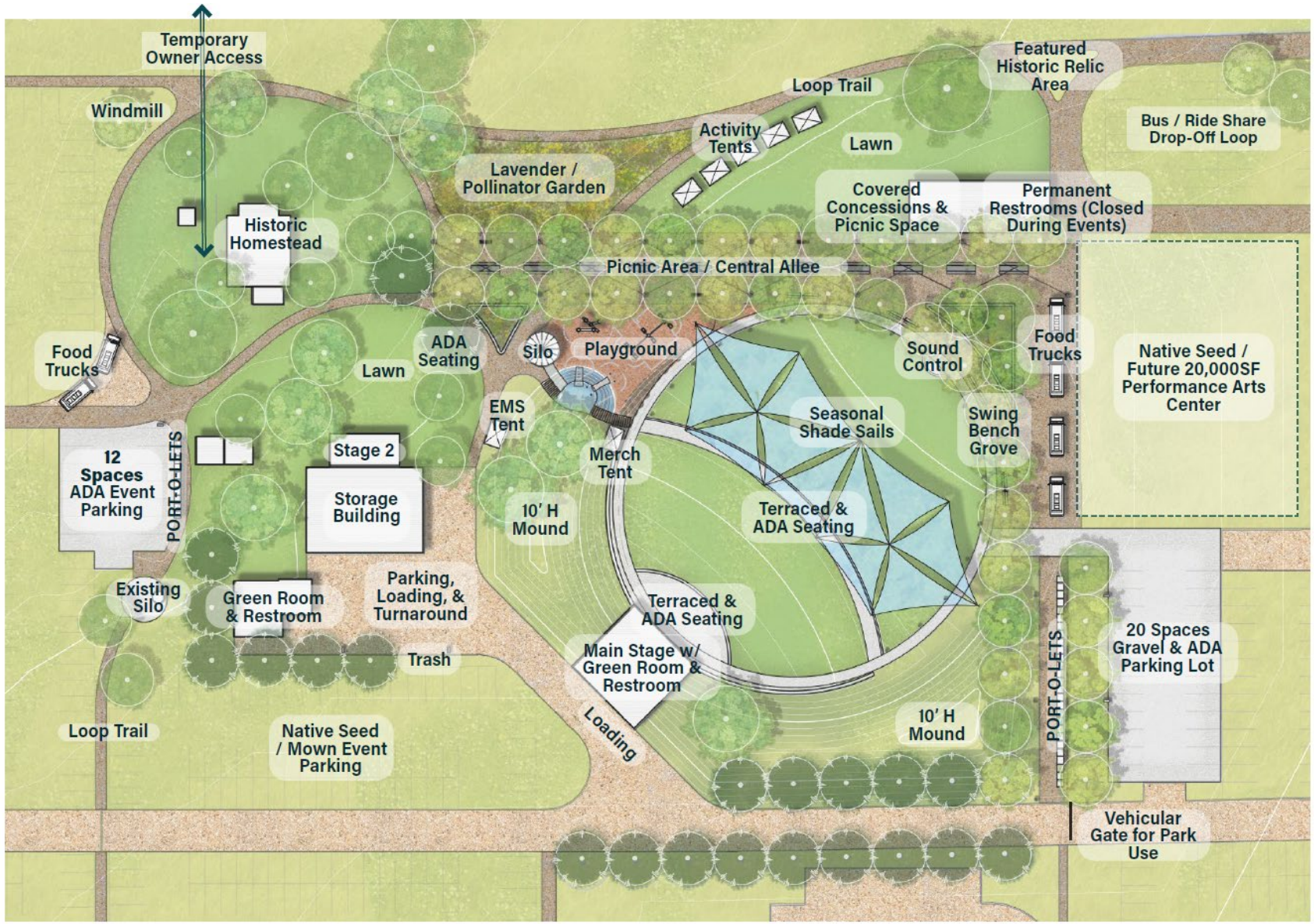
Pros

Concept Development

Preferred Concept

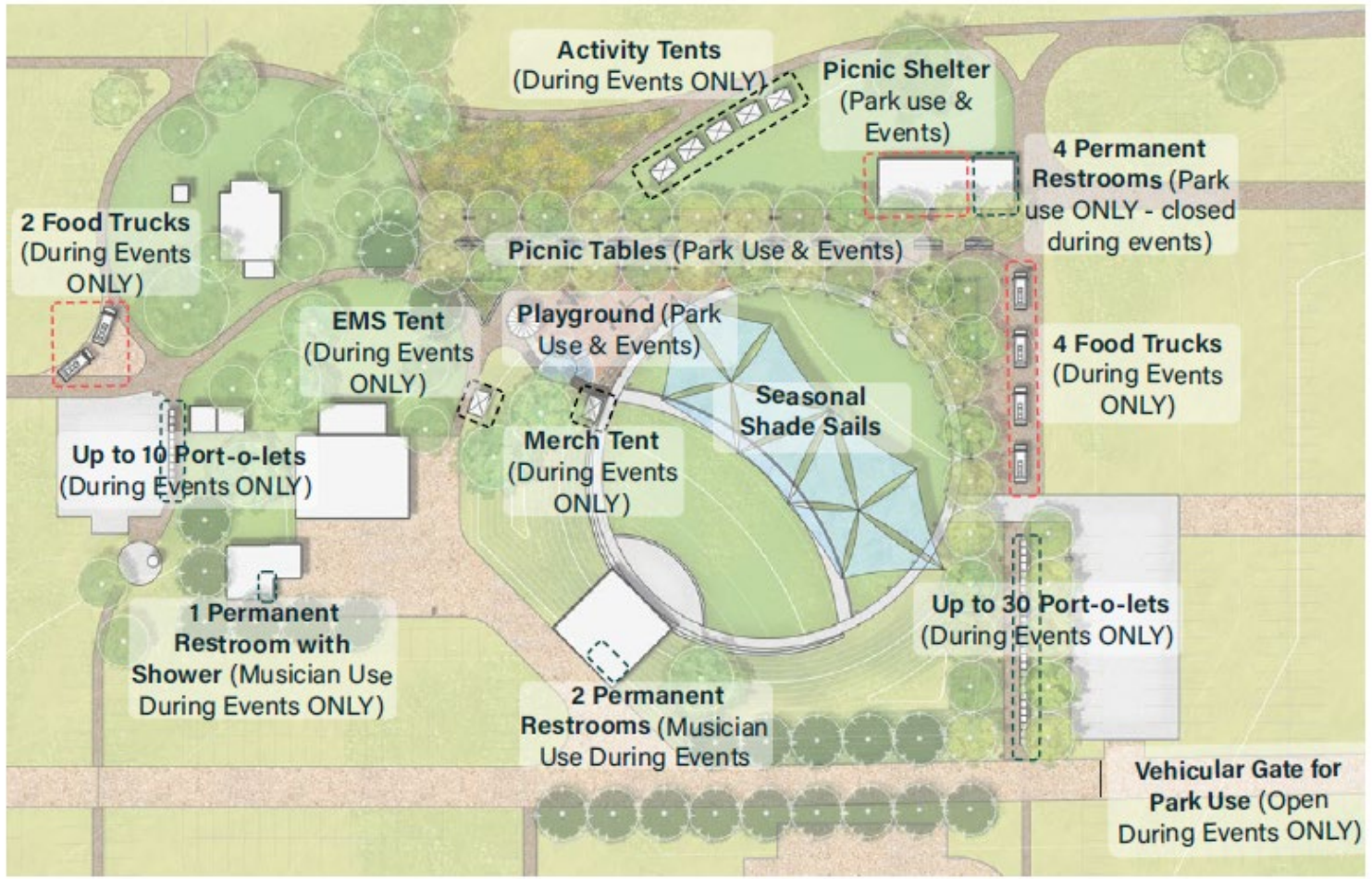


Preferred Concept



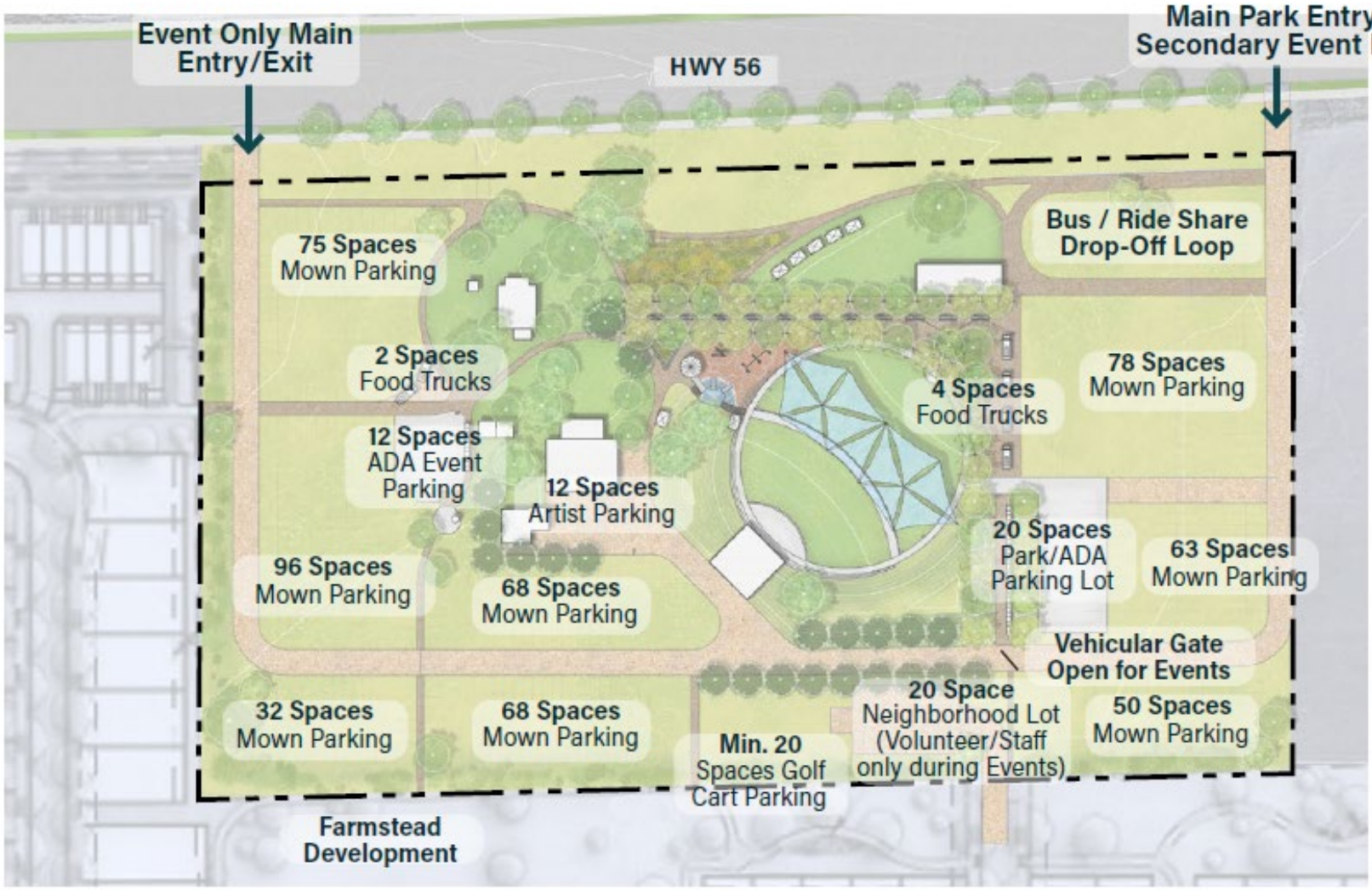
Temporary Uses & Amenities

Newell Farm Park functions as both a daily park and a periodic event space. To not overburden the park, many of the event amenities can be temporally erected to meet the needs of any given event.



Event Parking Areas

***582 TOTAL SPACES** (MINIMUM)*
Assumes 10' x 20' stalls and 24'-wide drive aisles, not including golf cart, artist, or food truck parking spaces.



Also included in Master Plan
-Event Security Detail
-Event Access Plans

Opinion of Probable Cost

What is the Cost?

Site Preparation and Earthwork ▪ Surveying ▪ Site and Soil Prep ▪ Demolition ▪ Traffic Control	**$510,000**
Utilities ▪ Storm Utilities ▪ Electrical for the Structures and Irrigation ▪ Water and Sanitary Sewer ▪ Site Lighting ▪ Stage Lighting & Sound	**$1,600,000**
Pavements, Walks, and Walls ▪ Concrete and Crusher Fines Trails and Walks ▪ Concrete Parking Lots	**$875,000**
Landscape ▪ Lawn ▪ Native Seed (assumes native seed throughout the site) ▪ Trees, Shrubs, and Grasses	**$2,400,000**
Irrigation ▪ Irrigation Throughout the Site	**$500,000**
Site Furnishings + Play ▪ Bicycle Racks ▪ Tables, Benches, Trash, Recycling, and Pet Waste Stations ▪ Nature Play + Silo Tower	**$1,250,000**
Structures ▪ Stage 1 - (stage, (2) restrooms, green room, storage) ▪ Improvements to Stage 2 ▪ Picnic Shelter and Restrooms ▪ Shade Sails	**$4,000,000**

Hard Costs Total:	**$11,135,000**
Contingency (15%):	**$1,670,250**
Grand Total:	**$12,805,250**



Aerial View Looking East



View Looking West Towards Stage 1, the Play Area, and Central Allee



View Looking West During a Typical Day



View Looking East Down the Central Allee

Perspective View

Aerial View Looking West - Early Evening During an Event



Board Input and Next Steps

Recommended Actions:

Board review and approve the Newell Farm Master Plan.

Further actions the Board may consider include:

1. Direct staff regarding the proposed public survey and community engagement process.

2. Provide direction on any studies the Board would like staff to further investigate, including scope and priorities.

3. Provide directions on any additional next steps related to project development and implementation.

Board of Trustees Information

Public Works Department

Meeting Date:	**June 30, 2026**
Agenda Title/Subject:	**Jaskowski Property Update**
Type of Item:	**Regular Item**
Purpose:	**To obtain Board direction on the Jaskowski Open Space project and next steps.**
Presented by:	**Keith Knoll**

Attachments:

1. Jaskowski Conceptual Design
2. Jaskowski Construction Documents - Draft
3. Jaskowski COL Letter
4. Jaskowski Deed of CE Recorded 03032003
5. Board Presentation - Jaskowski Concept Update

Background:

The Jaskowski Property is a 78-acre parcel located north of Lonetree Reservoir. The Town acquired the property from Eileen Jaskowski in 2012. The property is protected by a Conservation Easement that emphasizes the conservation of agricultural land, wildlife and plant habitat, open space, and scenic qualities. Retriever dog training, a historical use of the property, is permitted under the Conservation Easement. The easement also restricts activities that could impair the conservation values of the property, including subdivision of the land, keeping of livestock and poultry, commercial or industrial uses, mining and mineral extraction, commercial timber harvesting, and the construction of structures outside the designated building envelope. The land is currently leased for farming and maintained by the Town's Open Space staff.

In February 2024, Town staff and the Parks, Open Space, Recreation, and Trails (PORT) Committee began working with Wenk Associates on a conceptual design for the property. The planning process has also included review by Colorado Open Lands, the organization responsible for overseeing the Conservation Easement. The conceptual design envisions a phased approach to development.

Phase 1 would focus on establishing public access through trails while preserving the site's wetlands and ponds in the central portion of the property and maintaining agricultural operations on the western portion. Fencing would be added around the existing buildings, along with a parking area, lighting, and portable restrooms located east of the arena. Uses for the existing buildings have not yet been determined. If supported by the Board, retriever dog training could be incorporated as part of later Phase 1 operations, as the use does not require additional site

improvements or infrastructure.

Phase 2 could include the addition of an 18-hole disc golf course on the eastern portion of the property.

The Board of Trustees last received a presentation on the conceptual design on August 12, 2025. Feedback from the Board indicated support for a lower-cost project, continued recognition of the property's history of retriever dog training, and interest in opening the property to the public through trails before evaluating additional amenities such as disc golf.

The PORT Committee subsequently met in September 2025 to discuss building uses and project phasing, topics that were also identified by the Board of Trustees. Following discussion, the PORT Committee unanimously recommended the following actions regarding the existing structures on the property:

PORT unanimously approved to recommend to the Board to take the following actions on the structures at Jaskowski:

- **House** – Keep.
- **Garage** – Keep for now. Should staff no longer need the space for storage, the building should be torn down.
- **Apartment** – Tear down and convert for future bathrooms.
- **Arena** – Tear down and convert for future parking.

PORT unanimously approved a second recommendation to staff and the board to pursue a phasing approach to Jaskowski:

- Phase 1: Pursue opening the park to dog training (no public access) and trails (public access) in 2026.
- Phase 2: Pursue requirements to support opening the proposed 18-hole disc golf course.

Town staff has not included the demolition of any existing structures in the current conceptual design. The arena building continues to provide valuable storage space for Town operations and is currently being utilized for that purpose. To support a cost-effective opening of the property, staff's current approach is to utilize portable restroom facilities rather than construct a permanent restroom building. This phased approach would allow public access to the property while minimizing initial capital costs and preserving flexibility for future improvements as the site develops.

Staff is seeking Board feedback on the following items:

Finalizing Construction Documents

Prior to advertising the project for public bid, staff would like to finalize the trail layout. To support this effort, staff propose coordinating with a local disc golf club to develop a conceptual course layout that can help inform the trail design and overall site circulation. Upon completion, the construction documents would undergo final review by all necessary parties and be advertised for public bid to establish project costs. Does the board support this current approach?

Disc Golf

If the Board is supportive of including disc golf as a future amenity, staff proposes developing the conceptual course layout and including disc golf improvements as an alternate bid item. Town staff may choose to identify costs for this separately from the parking area/trail construction bid set as constructing the course amenities could be completed by town staff. This would include signage, hole cages, and crusher fine tee areas. This would allow the Town to better understand potential construction costs while maintaining the current phased approach. Staff's recommendation is to focus initially on opening the property for trail use and then evaluate site use and operational needs monthly before determining whether additional amenities, such as disc golf or retriever dog training, should be pursued. We would expect disc golf to draw many additional users to the site. Does the board support this current approach?

Retriever Dog Training

Retriever dog training is a historical use permitted under the Conservation Easement and would not require additional site amenities or infrastructure, except for small trails between ponds. If the Board is supportive of allowing this use, staff will return at a future meeting, following the site opening for trail use, with programming and operational recommendations. One example could be opening the property for general trail use Tuesday through Saturday, while reserving Sunday and Monday exclusively for retriever dog training activities. Does the board support this current approach of bringing programming considerations beyond trail usage to a future meeting?

Site Name

The property has not yet been officially named. Staff proposes referring to the site as "Jaskowski Open Space" and, if supported by the Board, bring the recommendation to the PORT Committee for further discussion and consideration. Does the board support this current approach?

Update/Next Steps:

The Board last reviewed the Jaskowski Conceptual design at the August 12, 2025 meeting. Following direction tonight, town staff would return at a future meeting with plan changes or proposed construction costs.

Fiscal Impact and Fund Source:

Construction of the Jaskowski Open Space project is not currently funded in the 2026 Budget. Following completion of the construction documents and public bidding process, staff will return to the Board with project cost estimates and funding options for consideration. Any future construction would require Board appropriation of funds.

Planning efforts, following completion of the conceptual design, have been completed by Town staff.

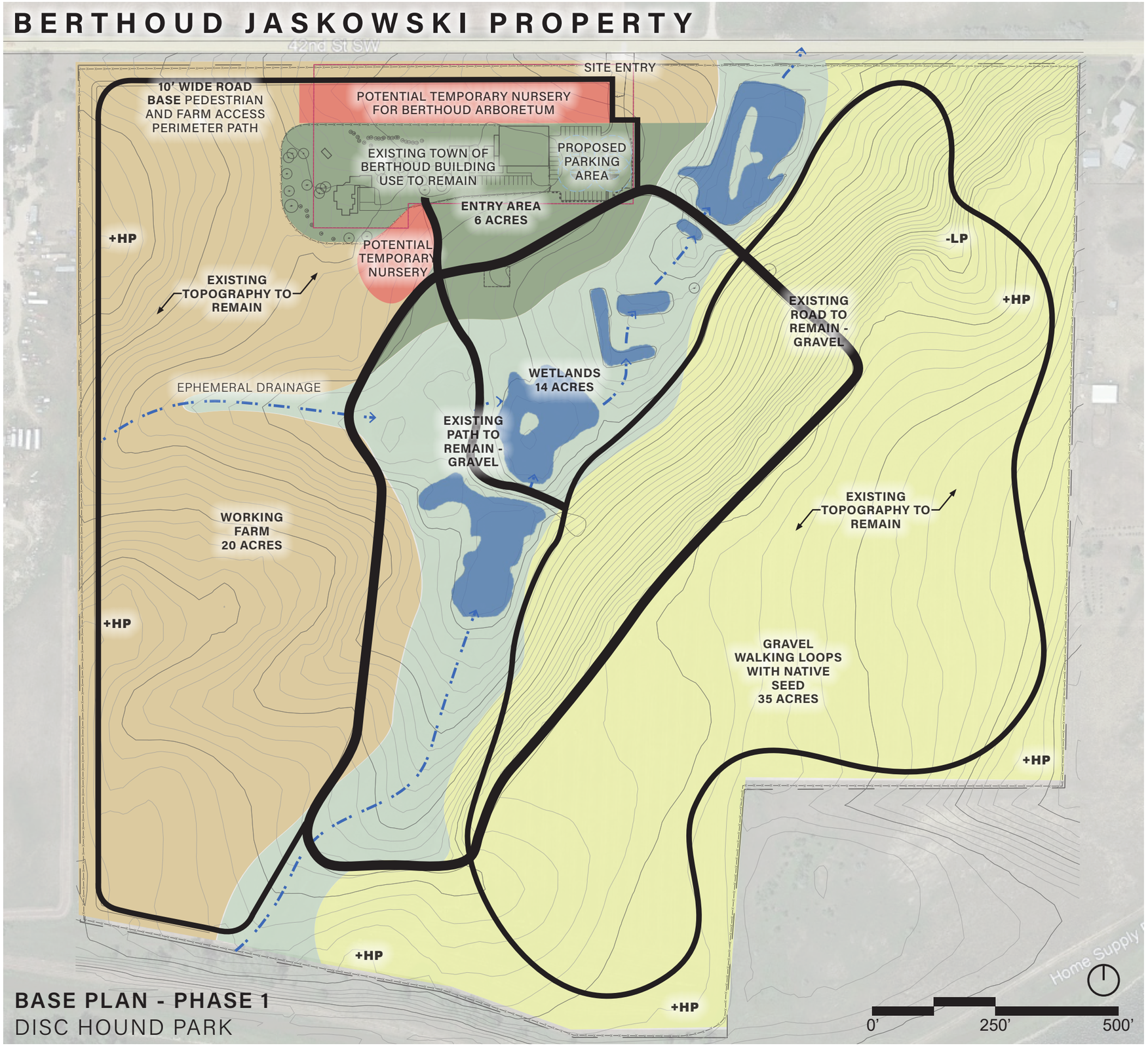
Community Touchstones:

The Jaskowski property reflects Berthoud's commitment to preserving its rural heritage and natural landscapes while thoughtfully planning for future community use. The site honors its agricultural roots, supports wildlife habitat, and offers scenic open space—all key to Berthoud's Community Identity. The current Sustainable land use balances environmental preservation with low-impact recreation.

Recommended Action(s):

Provide feedback on the proposed phasing, retriever dog training operations, disc golf planning, and site naming recommendations. Direct staff to finalize the construction documents and advertise the project for public bid to establish construction costs for future Board consideration.

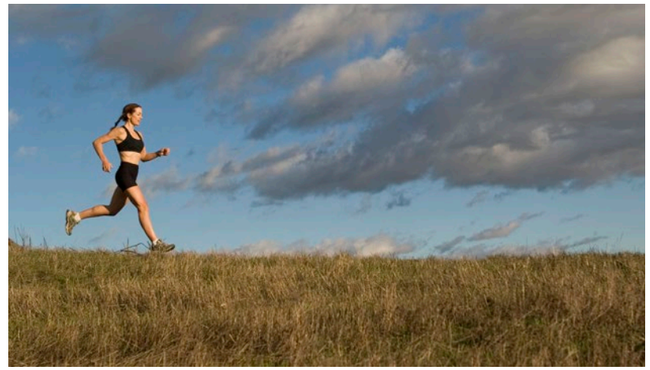
BERTHOUD JASKOWSKI PROPERTY



BASE PLAN - PHASE 1
DISC HOUND PARK

PHASE 1 FEATURES

- 20 ACRE WORKING FARM WITH ACCESS ROAD
- 6 ACRES OF ENTRY AREA (51 PUBLIC PARKING SPACES, FENCED BERTHOUD ACCESS, SHADE SHELTER, TRAIL SIGNS)
- 35 ACRES OF NATIVE PRAIRIE
- ~3 MILES OF CRUSHED GRAVEL WALKING TRAILS
- PONDS OPEN TO DOG TRAINING
- POTENTIAL TEMPORARY NURSERY FOR BERTHOUD ARBORETUM



OPEN SPACE TRAILS & LOOPS

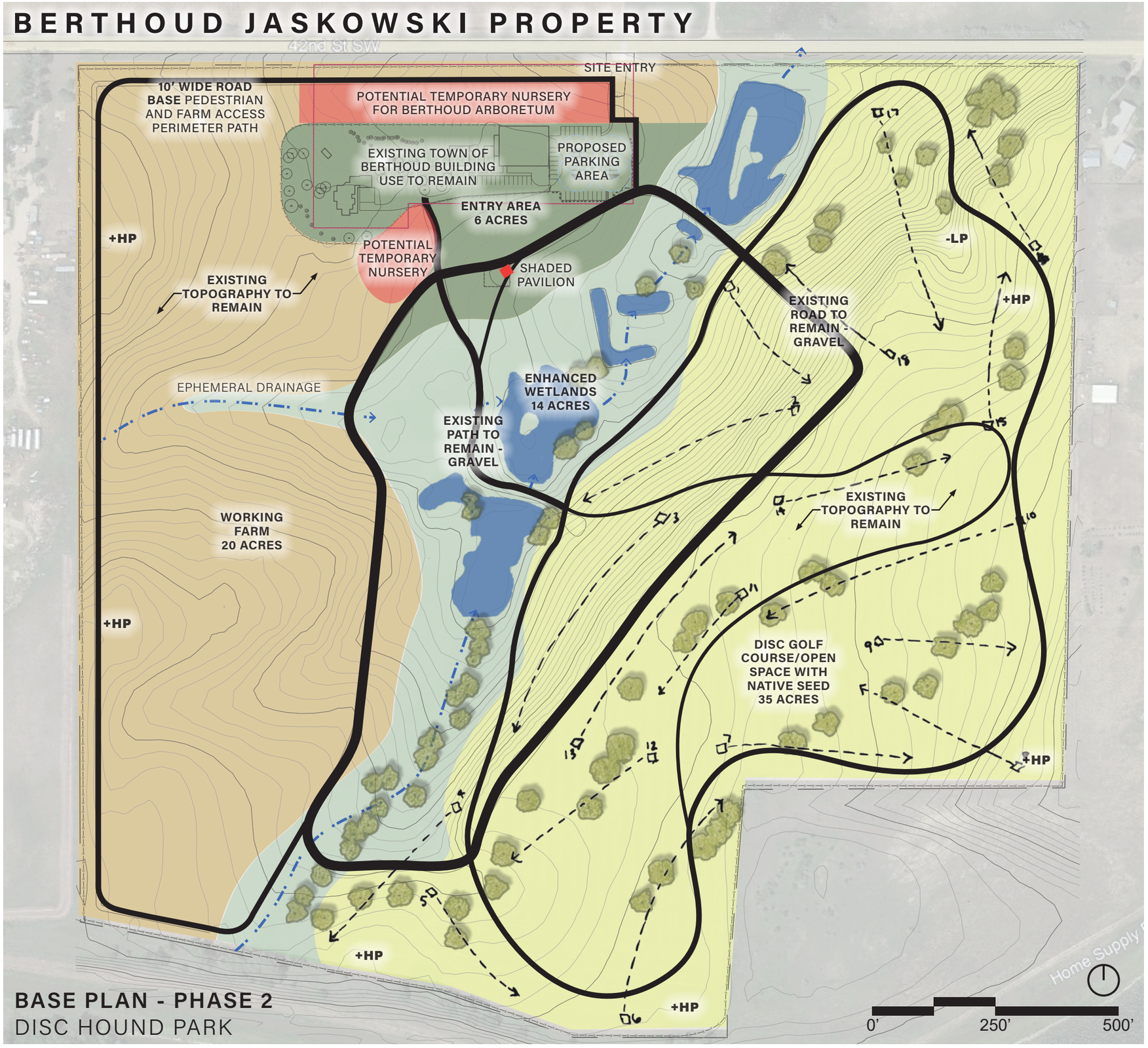


DOG TRAINING IN PONDS



20-ACRE WORKING FARM

BERTHOUD JASKOWSKI PROPERTY



BASE PLAN - PHASE 2
DISC HOUND PARK

PHASE 2 FEATURES

IN PHASE 2, THE PROPERTY OPENS TO SPLIT OFF-LEASH DOG TRAINING AND DISC GOLF THAT ARE PERMITTED ON ALTERNATING DAYS.

- 35 ACRE 18-HOLE DISC GOLF COURSE / OPEN SPACE WITH NATIVE SEED (POTENTIAL FOR WILDFLOWER, SUNFLOWER, CLOVER...ETC. FIELDS)
- 14 ACRES OF ENHANCED WETLANDS AND PONDS
- ADD TREES AND NECESSARY IRRIGATION
- ASSESS BERTHOUD BUILDING USES AND NEEDS



18-HOLE DISC GOLF COURSE

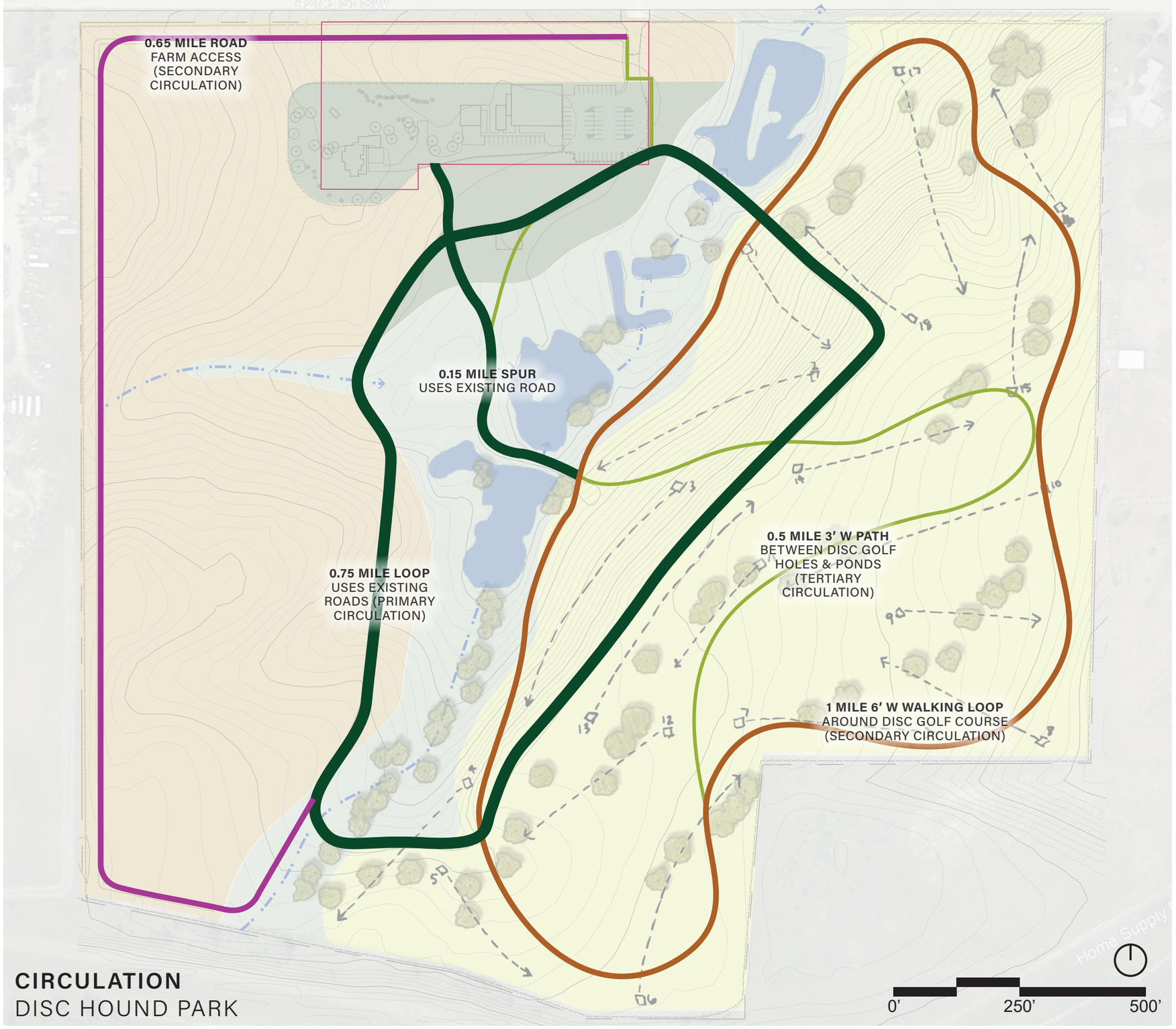


SHADE SHELTER



ENHANCED WETLANDS

BERTHOUD JASKOWSKI PROPERTY



CIRCULATION
DISC HOUND PARK





POTENTIAL PROPERTY USES

TRAIL USE NOTICE

ODD CALENDAR DAYS ONLY
TRAILS AND PONDS OPEN TO
OFF-LEASH DOG TRAINING.



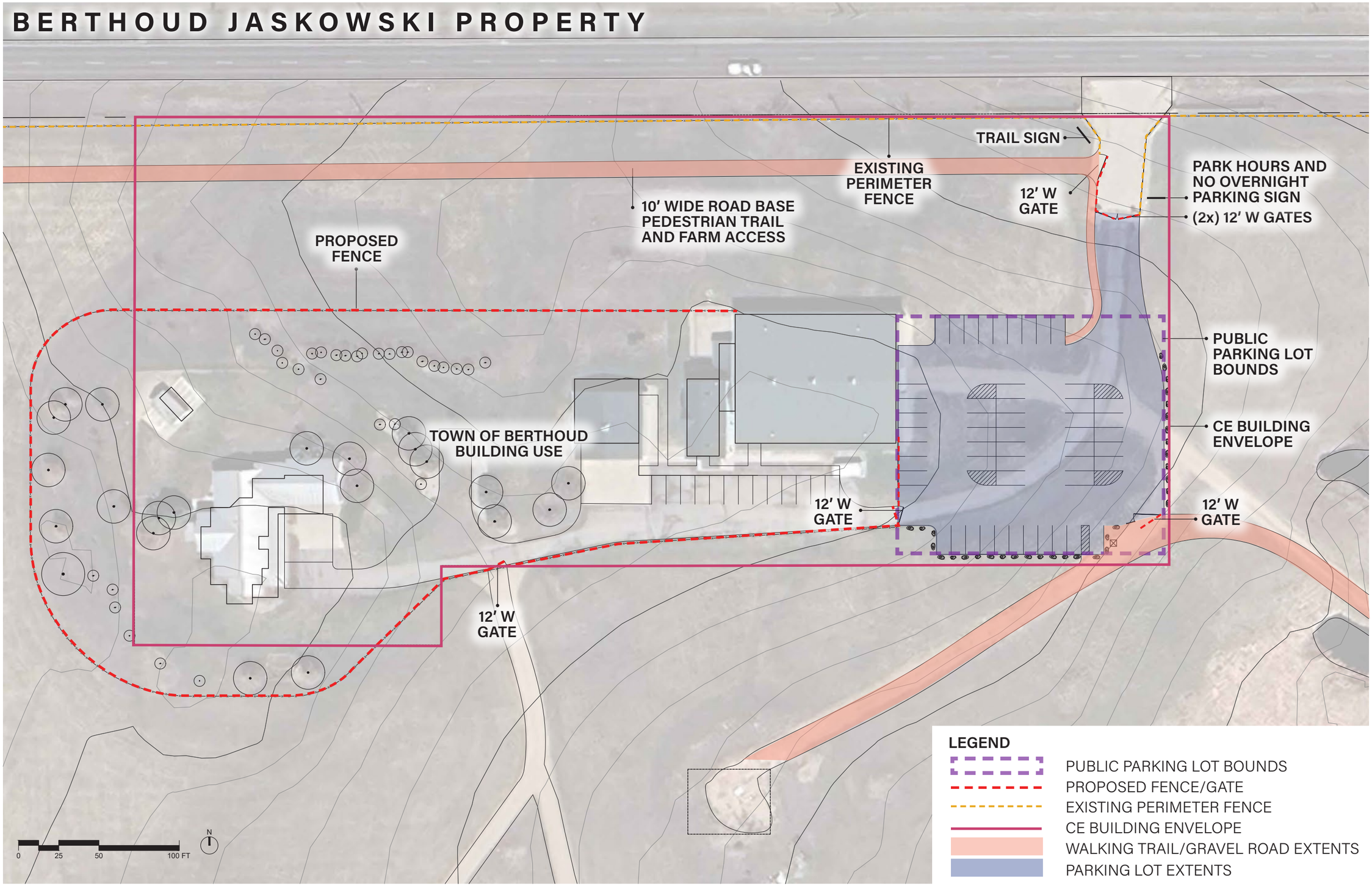
EVEN CALENDAR DAYS ONLY
TRAILS AND FRISBEE GOLF OPEN.
DOGS MUST BE ON LEASH.



ALL CALENDAR DAYS
TRAILS OPEN TO PEDESTRIAN
AND BICYCLE TRAFFIC.

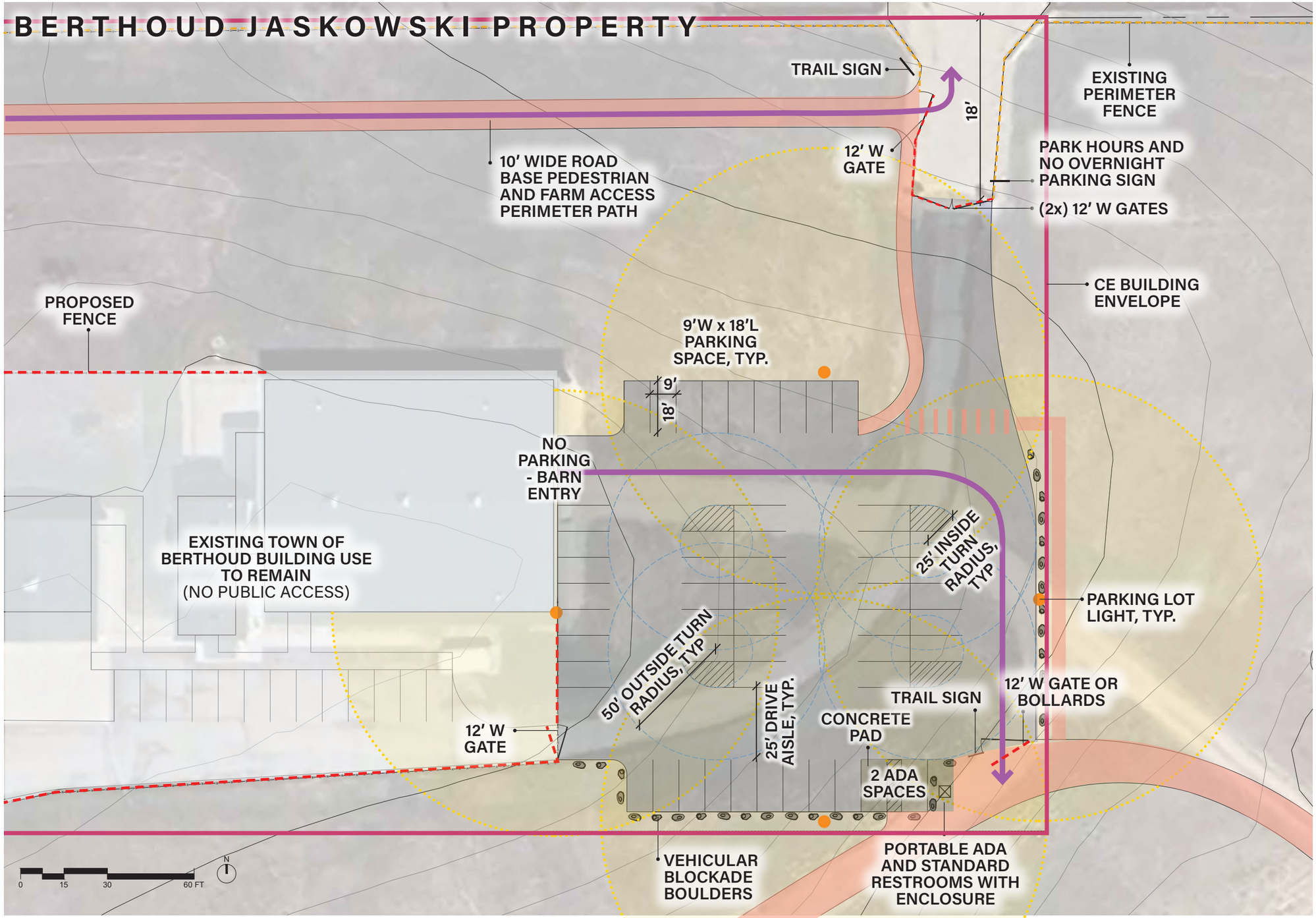
TRAIL SIGN FOR ALTERNATING USES

BERTHOUD JASKOWSKI PROPERTY



ENTRY AND TOWN BUILDINGS AREA

DISC HOUND PARK



FEATURES

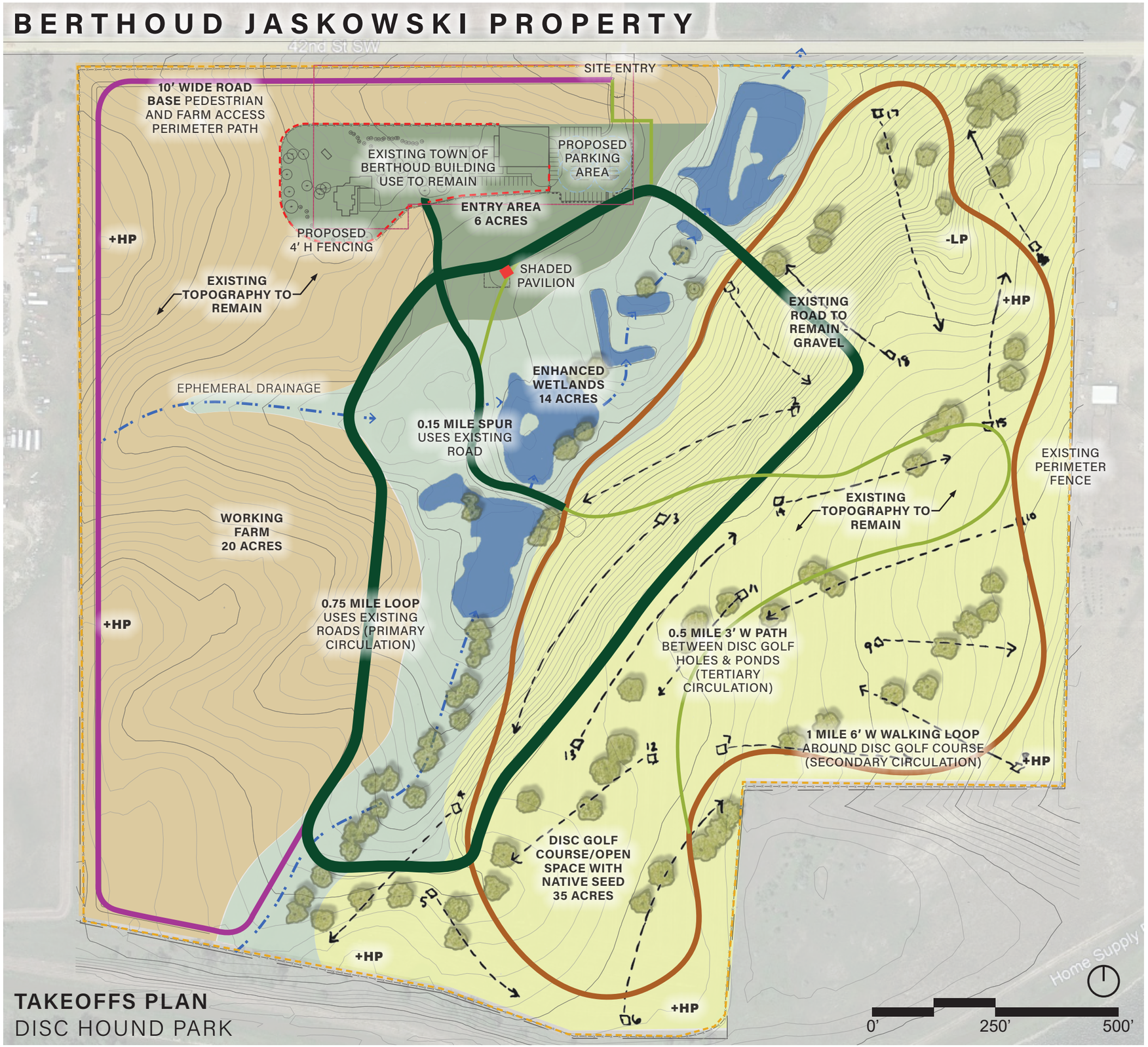
- 51 SPACE GRAVEL LOT (INCLUDES 2 ADA SPACES, TYPICAL SPACE 9' x 18')
- LOT FEATURES 25' MINIMUM INSIDE AND 50' MAX OUTSIDE TURN RADII
- VEHICULAR GATES FOR ACCESS TO FENCED AREAS
- 12' W GATE OR BOLLARDS AT TRAIL ENTRANCE TO ALLOW MAINTENACE ACCESS
- TRAIL SIGN AT TRAIL ENTRY
- 25' INNER / 50' OUTER TURN
- VEHICULAR BLOCKADE BOULDERS SURROUNDING GRAVEL PARKING LOT
- 10' W PEDESTRIAN AND ROAD BASE PATH FOR TRAIL AND FARM EQUIPMENT USE
- SECURITY CAMERA AND TRAIL SIGNS AT SITE ENTRANCE
- (1) PORTABLE ADA AND (1) PORTABLE STANDARD RESTROOM WITH ENCLOSURE
- 12' W GATE OR BOLLARDS AT TRAILHEAD

LEGEND

- MAINTENANCE/FARM EQUIPMENT EXIT
- PROPOSED FENCE/GATE
- EXISTING PERIMETER FENCE
- CE BUILDING ENVELOPE
- WALKING TRAIL/GRAVEL ROAD EXTENTS
- CONCRETE PAD
- PARKING LOT EXTENTS
- PARKING LOT LIGHTS

PUBLIC PARKING LOT AND CIRCULATION
DISC HOUND PARK

BERTHOUD JASKOWSKI PROPERTY



TAKEOFFS PLAN
DISC HOUND PARK

PHASE 1 TAKEOFFS

CONSTRUCTION ITEM	QTY	UNIT
Demolition/Clear and Grub (Existing Footpring for Proposed Parking Lot)		32,350
Existing Road to Remain - Gravel		65,600
Existing Road to Remain - Paved		13,300
10' Wide Pedestrian and Farm Access Perimeter Path (6" Road Base)		46,350
6' Wide 1 Mile Walking Loop (6" Crusher Fines)		30330
Picnic Tables		4
Trash Receptacle		2
Recycling Receptacle		2
Trail Directional Signage		4
Road Base Parking Lot		26120
Concrete Pad at ADA Stalls and Restrooms		576
Concrete Wheel Stop		62
(36) Vehicular Blockade Boulders (3' Dia. Min.) Surrounding Parking Lot		27
Covered Trail Sign		1
New 12' Wide X 4' Tall Gate		6
Existing Perimeter Fencing		7570
Proposed 4' H Fencing		1240
ADA Portable Restroom		2
Security Camera at Site Entrance		1
Parking Lot Lights		4

PHASE 2 TAKEOFFS

CONSTRUCTION ITEM	QTY	UNIT
Disc Golf Baskets		18
Disc Golf Pads - Concrete (5x12)		18
Disc Golf Numbered Tee Signs		18
Shaded Pavilion		1
Trash Receptacle		2
Recycling Receptacle		2
Trees (size TBD)		75
Drip irrigation for (75) trees		75
Native Seed - at Trails/Disc Golf Area		35
Spray Irrigation for Native Seed		35
Wetland Enhancement		14

TOWN OF BERTHOUD
JASKOWSKI PARK PROJECT

SURVEY NOTES
NO SURVEY HAS BEEN CONDUCTED FOR THIS PROJECT. IT IS CONTRACTOR'S RESPONSIBILITY TO CONFIRM ELEVATIONS AND EXISTING UTILITY LOCATIONS PRIOR TO START OF WORK. ELEVATIONS SHOWN ON PLAN ARE ILLUSTRATIVE IN NATURE AND DO NOT CONSTITUTE ACTUAL ELEVATIONS; THESE WILL NEED TO BE VERIFIED IN FIELD BY CONTRACTOR PRIOR TO START OF WORK.

LEGAL DESCRIPTION
A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 4 AS BEARING NORTH 89 DEGREES 59' 30" EAST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO. ALSO CONSIDERING SAID NORTH LINE AS BERING MONUMENTED WITH A 2" ALUMINUM CAP STAMPED PLS 23500 AT THE NORTHWEST CORNER OF SAID NORTHERN QUARTER AND A 1" IRON PIPE AND 2" BRASS CAP STAMPED PLS 20676 AT THE NORTH QUARTER CORNER OF SAID SECTION 4; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 89 DEGREES 50' 30" EAST, A DISTANCE OF 2668.59 FEE; THENCE SOUTH 00 DEGREES 03' 00" EAST, ALONG THE WEST LINE OF THE NORTHERN QUARTER OF SAID SECTION 4, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES AND 03' 00' EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 1720.96 FEET TO THE NORTH RIGHT–OF–WAY LINE OF THE CONSOLIDATED HOME SUPPLY DITCH, ACCORDING TO THE "PLAT OF LONETREE RESERVOIR AND LAND OWNED BY THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY," AS PREPARED BY THORWALD HARVEY SACKETT IN FEBRUARY OF 1961; THENCE ALONG SAID RIGHT–OF–WAY LINE AND ALONG THE BOUNDARY OF SAID LAND OWNED BY THE HOME SUPPLY DITCH AND RESERVOIR COMPANY, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. SOUTH 79 DEGREES 28' 00" EAST, A DISTANCE OF 753.00 FEET;
2. SOUTH 69 DEGREES 19' 00" EAST, A DISTANCE OF 261.97 FEET;
3. NORTH 87 DEGREES 56' 00" EAST, A DISTANCE OF 321.92 FEET;
4. SOUTH 84 DEGREES 17' 00" EAST, A DISTANCE OF 20.53 FEET
5. NORTH 00 DEGREES 08' 30" EAST, A DISTANCE OF 489.99 FEET;
6. NORTH 89 DEGREES 57' 10" EAST, A DISTANCE OF 665.78 FEET TO THE EAST LINE OF THE WEST ONE–HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION4, AS FOUND MONUMENTED BY A 1" IRON PIPE WITH A PLASTIC SEAL STAMPED LS 4112 AT THE SOUTH END OF SAID WEST LINE AND A NUMBER 4 REBAR AT THE NORTH END OF SAID WEST LINE; THENCE NORTH 00 DEGREES 13' 52" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1451.74 FEET TO A POINT ON THE SOUTH RIGHT–OF–WAY LINE OF LARIMER COUNTY ROAD NUMBER 14, FROM WHICH THE NORTHEAST CORNER OF THE WEST ONE–HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4 BEARS NORTH 00 DEGREES 12' 52" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89 DEGREES 50' 30" WEST, ALONG SAID SOUTH RIGHT–OF–WAY LINE, A DISTANCE OF 2001.84 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO.



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TOWN OF BERTHOUD APPROVAL

ALL WORK SHALL BE CONSTRUCTED TO THE TOWN STANDARDS AND SPECIFICATIONS. THESE PLANS HAVE BEEN REVIEWED BY THE TOWN OF BERTHOUD FOR CONCEPT ONLY AND GENERAL CONFORMANCE WITH THE TOWN'S STANDARDS AND SPECIFICATIONS. THE REVIEW BY THE TOWN OF BERTHOUD DOES NOT IMPLY RESPONSIBILITY BY THE TOWN OF BERTHOUD OR THE TOWN ENGINEER FOR ACCURACY AND CORRECTNESS OF THE PLANS OR CALCULATIONS.

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM DATE OF THE TOWN ENGINEER'S APPROVAL.

APPROVED BY:

TOWN ENGINEER DATE

807 Mountain Ave PO Box 1229
Berthoud CO 80513 O: 970.532.2643 F: 970.532.0640
Berthoud.org

JASKOWSKI PARK & OPEN SPACE

COVER

SCALE: NTS

C-1

SHEET 1 of 10

GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST TOWN OF BERTHOUD STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS, COLORADO DEPARTMENT OF TRANSPORTATION, BERTHOUD FIRE PROTECTION DISTRICT REQUIREMENTS, POUDRE VALLEY REA, LITTLE THOMPSON WATER DISTRICT, AND ALL APPLICABLE STATE AND LOCAL STANDARDS AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL HAVE IN POSSESSION AT THE JOB SITE AT ALL TIMES ONE (1) SIGNED COPY OF APPROVED PLANS, STANDARDS AND SPECIFICATIONS, AND PERMITS. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN EMERGENCY ACCESS ROUTES TO THE SITE AND STRUCTURES AT ALL TIMES AS REQUIRED BY THE BERTHOUD FIRE PROTECTION DISTRICT. IF REQUIREMENTS VARY, THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FOR ANY VARIANCE TO THE ABOVE DOCUMENTS. THE CONTRACTOR SHALL NOTIFY THE TOWN ENGINEER OF ANY CONFLICTING STANDARDS OR SPECIFICATIONS. IN THE EVENT OF ANY CONFLICTING STANDARD OR SPECIFICATION, THE MORE STRINGENT OR HIGHER QUALITY STANDARD, DETAIL OR SPECIFICATION SHALL APPLY.

3. THE CONTRACTOR SHALL OBTAIN, AT THE CONTRACTOR'S OWN EXPENSE, ALL APPLICABLE CODES, LICENSES, STANDARD SPECIFICATIONS, PERMITS, BONDS, WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK, INCLUDING, BUT NOT LIMITED TO A LOCAL AND STATE GROUNDWATER DISCHARGE AND COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT (CDPHE) STORMWATER DISCHARGE PERMIT ASSOCIATED WITH CONSTRUCTION ACTIVITY.

4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY AUTHORIZED TOWN OF BERTHOUD PERSONNEL.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE TOWN ENGINEER, GEOTECHNICAL ENGINEER, AND ALL UTILITY OWNERS, AT LEAST 48 HOURS PRIOR TO START OF ANY CONSTRUCTION, PRIOR TO BACKFILLING, AND AS REQUIRED BY JURISDICTIONAL AUTHORITY AND/OR PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL CONTINUE WITH NOTIFICATIONS THROUGHOUT THE PROJECT AS REQUIRED BY THE STANDARDS AND SPECIFICATIONS.

6. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE; INCLUDING SAFETY OF PERSONS AND PROPERTY DURING THE PERFORMANCE OF WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE TOWN CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.

7. THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN FOR TOWN APPROVAL BY THE TOWN OF BERTHOUD PRIOR TO CONSTRUCTION AND PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FENCING, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY. THE CONTRACTOR AGREES TO COMPLY WITH THE PROVISIONS OF THE TRAFFIC CONTROL PLAN AND THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," PART VI, FOR CONSTRUCTION SIGNAGE AND TRAFFIC CONTROL. ALL TEMPORARY AND PERMANENT TRAFFIC SIGNS SHALL COMPLY TO THE MUTCD WITH REGARD TO SIGN SHAPE, COLOR, SIZE, LETTERING, ETC. UNLESS OTHERWISE SPECIFIED. IF APPLICABLE, PART NUMBERS ON SIGNAGE DETAILS REFER TO MUTCD SIGN NUMBERS.

8. THE TYPE, SIZE, LOCATION, AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE AS SHOWN ON THE DRAWINGS AND/OR AS FURNISHED BY OTHERS. BECAUSE ALL UTILITIES ARE NOT SHOWN, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, SIZE, TYPE, AND LOCATION OF ALL UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, ALONG THE ROUTE OF THE WORK. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO DATE OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY SIZE AND HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE TOWN OF ANY DISCREPANCIES. THE ENGINEER AND/OR OWNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS SHOWN ON PLANS. THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES AND COSTS WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY OWNERS AT LEAST 48 HOURS PRIOR TO, AND SHALL COORDINATE UTILITIES PRIOR TO PROCEEDING WITH GRADING AND CONSTRUCTION. ALL WORK PERFORMED IN THE AREA OF UTILITIES SHALL BE PERFORMED AND INSPECTED ACCORDING TO THE REQUIREMENTS OF THE UTILITY OWNER. LIKEWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MAPPING ANY EXISTING UTILITY (INCLUDING DEPTH) WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION, AND FOR RELOCATING ENCOUNTERED UTILITIES AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL CONTACT AND RECEIVE APPROVAL FROM UTILITY OWNER PRIOR TO RELOCATING UTILITIES. FOR ALL UTILITIES ENCOUNTERED UTILITIES, CONTRACTOR SHALL BE RESPONSIBLE FOR SERVICE CONNECTIONS AND RELOCATING AND RECONNECTING AFFECTED UTILITIES AS COORDINATED WITH UTILITY OWNER AND/OR ENGINEER, INCLUDING NON- MUNICIPAL UTILITIES (TELEPHONE, GAS, CABLE, ETC., WHICH SHALL BE COORDINATED WITH THE UTILITY OWNER). THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE TOWN ENGINEER UPON DISCOVERY OF A UTILITY DISCREPANCY OR CONFLICT. AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO (1-800-922-1987, WWW.UNCC.ORG).

9. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION." THESE REGULATIONS ARE DESCRIBED IN SUBPART P, PART 1926 OF THE CODE OF FEDERAL REGULATIONS. SHEETING AND SHORING SHALL BE UTILIZED WHERE NECESSARY TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH WHICH MAY BE DETRIMENTAL TO HUMAN SAFETY, TO THE PIPE BEING PLACED, TO TREES, OR TO ANY ADJACENT STRUCTURES OR IMPROVEMENTS. UNDER NORMAL SEVERE WATER CONDITIONS, THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF SHEETING AND SHORING.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. GROUNDWATER TO BE PUMPED SHALL BE TESTED, PERMITTED, AND PUMPED PER THE STATE OF COLORADO AND LOCAL GROUNDWATER DISCHARGING PERMIT REQUIREMENTS.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING NEARBY PUBLIC STREETS OF MUD OR DEBRIS DUE TO CONSTRUCTION ACTIVITY INITIATED BY SAID CONTRACTOR ON A DAILY BASIS OR AS OTHERWISE DIRECTED BY AUTHORIZED TOWN PERSONNEL.

12. ALL SURPLUS MATERIALS, TOOLS, AND TEMPORARY STRUCTURES, FURNISHED BY THE CONTRACTOR, SHALL BE REMOVED FROM THE PROJECT SITE BY THE CONTRACTOR. ALL DEBRIS AND RUBBISH CAUSED BY THE OPERATIONS OF THE CONTRACTOR SHALL BE REMOVED, AND THE AREA OCCUPIED DURING CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER, WITHIN 48 HOURS OF PROJECT COMPLETION.

13. PRIOR TO THE BEGINNING OF WORK, A PRECONSTRUCTION CONFERENCE SHALL BE HELD BETWEEN THE TOWN, THE RESPONSIBLE PARTY THAT IS REQUIRED TO PERFORM THE WORK, THE DESIGNATED ON-SITE FIELD REPRESENTATIVE, THE CONSTRUCTION ENGINEER OR LANDSCAPE PROFESSIONAL, AND ANY OTHER ENTITIES INVOLVED IN THE CONSTRUCTION.

14. THE CONTRACTOR IS REQUIRED TO PROVIDE AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN, THE TOWN OF BERTHOUD STANDARDS AND SPECIFICATIONS, THE MILE HIGH FLOOD DISTRICT "URBAN STORM DRAINAGE CRITERIA MANUAL, VOLUME 3", THE M-STANDARD PLANS OF THE COLORADO DEPARTMENT OF TRANSPORTATION, AND THE STATE OF COLORADO. THE TOWN OF BERTHOUD MAY REQUIRE THE CONTRACTOR TO PROVIDE ADDITIONAL EROSION CONTROL MEASURES AT THE CONTRACTOR'S EXPENSE DUE TO UNFORESEEN ISSUES, OR IF THE PLANS DO NOT FUNCTION AS INTENDED. THE CONTRACTOR SHALL PREVENT TRACKING OF MUD AND DEBRIS ONTO PAVED AREAS AND KEEP MUD FROM LEAVING THE SITE, KEEPING ALL PUBLIC AREAS FREE OF MUD AND DEBRIS, REESTABLISHING FINAL GRADES, AND REMOVING ACCUMULATED SEDIMENTATION FROM ALL AREAS, INCLUDING SWALES AND DETENTION/WATER QUALITY AREAS. CONTRACTOR SHALL REMOVE TEMPORARY EROSION CONTROL MEASURES AND REPAIR AREAS AS REQUIRED AFTER VEGETATION IS ESTABLISHED AND ACCEPTED BY THE TOWN OF BERTHOUD.

15. DEVELOPMENT PHASING OF ANY PROJECT MUST BE SHOWN ON THE CONSTRUCTION PLANS, APPROVED BY THE TOWN ENGINEER AND MADE A PART OF THE APPLICATION PROCEDURE. NO PHASING SHALL BE PERMITTED UNLESS THIS REQUIREMENT HAS BEEN ADHERED TO.

16. NO WORK SHALL BEGIN UNTIL THE RESPONSIBLE PARTY IS IN POSSESSION OF AN APPROVED SET OF PLANS AND THE TOWN OF BERTHOUD STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS, AND ALL NECESSARY PERMITS FOR THE IMPROVEMENTS HAS BEEN ISSUED BY THE TOWN. TOWN ENGINEERING APPROVAL SHALL BE FOR GENERAL CONFORMITY TO THE UTILITY SPECIFICATIONS AND SHALL NOT CONSTITUTE BLANKET APPROVAL OF ALL DIMENSIONS, QUANTITIES AND DETAILS OF THE MATERIAL OR EQUIPMENT SHOWN. SUCH APPROVAL SHALL NOT RELIEVE THE RESPONSIBLE PARTY, CONSULTING ENGINEER, OR LANDSCAPE ARCHITECT OF THEIR RESPONSIBILITY FOR ERRORS CONTAINED IN THE DRAWINGS.

17. THE RESPONSIBLE PARTY SHALL FURNISH REASONABLE AID AND ASSISTANCE REQUIRED BY THE TOWN ENGINEER FOR THE PROPER EXAMINATION OF THE MATERIALS AND WORK. WORK SHALL BE PERFORMED IN ACCORDANCE WITH ACCEPTED WORKMANSHIP PRACTICES AND THE TOWN OF BERTHOUD STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS. ANY WORK NOT ACCEPTED BY THE TOWN ENGINEER SHALL BE REDONE UNTIL COMPLIANCE WITH THESE STANDARDS IS ACHIEVED. INSTRUCTIONS GIVEN BY THE TOWN ENGINEER RELATING TO QUALITY OF MATERIALS AND WORKMANSHIP MUST BE OBEYED AT ONCE BY THE RESPONSIBLE PARTY. THE TOWN SHALL NOT SUPERVISE SET OUT WORK OR GIVE LINE AND GRADE STAKES.

18. THE MATERIALS USED IN PROJECTS SHALL BE NEW AND SUBJECT TO THE INSPECTION AND APPROVAL OF THE INSPECTOR AT ALL TIMES. THE INSPECTOR HAS THE RIGHT TO PERFORM ANY TESTING DEEMED NECESSARY TO ENSURE COMPLIANCE OF THE MATERIAL WITH THESE STANDARDS. NO MATERIAL SHALL BE USED BEFORE BEING INSPECTED AND APPROVED BY THE INSPECTOR. FAILURE OR NEGLECT ON THE PART OF THE INSPECTOR TO CONDEMN OR REJECT INFERIOR MATERIALS OR WORK SHALL NOT BE CONSTRUED TO IMPLY THEIR ACCEPTANCE SHOULD THEIR INFERIORITY BECOME EVIDENT AT ANY TIME PRIOR TO FINAL ACCEPTANCE OF THE WORK. INSPECTORS HAVE THE AUTHORITY TO REJECT DEFECTIVE OR INFERIOR MATERIALS AND/OR DEFECTIVE WORKMANSHIP AND TO SUSPEND WORK UNTIL SUCH TIME AS THE RESPONSIBLE PARTY SHALL CORRECT THE DISCREPANCIES IN QUESTION.

19. WHENEVER DEFECTIVE MATERIALS AND WORK ARE REJECTED, THE RESPONSIBLE PARTY SHALL PROMPTLY REMOVE SUCH DEFECTIVE MATERIALS AND CONSTRUCTION FROM THE JOB SITE AND REPLACE ALL DEFECTIVE PORTIONS TO THE SATISFACTION OF THE TOWN ENGINEER. IN THE EVENT THE RESPONSIBLE PARTY FAILS TO REMOVE REJECTED ITEMS FROM THE JOB SITE WITHIN A REASONABLE LENGTH OF TIME, THE TOWN ENGINEER MAY ARRANGE FOR SUCH REMOVAL AT THE EXPENSE OF THE RESPONSIBLE PARTY.

20. INSPECTION SHALL NOT RELIEVE THE RESPONSIBLE PARTY FROM ANY OBLIGATION TO PERFORM THE WORK STRICTLY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS OR ANY MODIFICATIONS THEREOF. WORK NOT SO CONSTRUCTED SHALL BE REMOVED AND CORRECTED BY THE RESPONSIBLE PARTY AT HIS SOLE EXPENSE, WHENEVER SO ORDERED BY THE TOWN ENGINEER, WITHOUT REFERENCE TO ANY PREVIOUS ERROR OR OVERSIGHT IN INSPECTION.

21. EXCEPT IN CASES OF EMERGENCY, MAINTENANCE, OR PROTECTION OF WORK ALREADY COMPLETED, NO WORK SHALL BE ALLOWED BETWEEN THE HOURS OF 7 AND 7 A.M.; NOR ON SATURDAY, SUNDAY, OR LEGAL HOLIDAYS UNLESS APPROVED BY THE TOWN ENGINEER IN EACH CASE. WHEN ANY INSPECTOR IS REQUIRED TO WORK OUTSIDE THE HOURS OF 7 A.M. TO 4 P.M. ON TOWN BUSINESS DAYS, OVERTIME SHALL BE CHARGED TO THE RESPONSIBLE PARTY. HOWEVER, SUCH INSPECTORS SHALL REMAIN EMPLOYEES OF THE TOWN FOR ALL PURPOSES. REQUESTS FOR OVERTIME SHALL BE MADE TO THE TOWN ENGINEER AT LEAST 48 HOURS IN ADVANCE. PAYMENT FOR SUCH OVERTIME WORK SHALL BE MADE TO THE TOWN PRIOR TO FINAL ACCEPTANCE.

22. IN THE EVENT ONE OR MORE INSPECTORS REPRESENTING PRIVATE CONSULTING ENGINEERING FIRMS ARE ALSO INSPECTING A PROJECT ALONG WITH THE TOWN ENGINEER, THE INSTRUCTIONS GIVEN BY THE TOWN ENGINEER SHALL PREVAIL IN THE EVENT OF CONFLICTING INSTRUCTIONS.

23. ALL TREES AND VEGETATION TO REMAIN SHALL BE PROTECTED IN PLACE. CONSTRUCTION FENCING SHALL BE INSTALLED OUTSIDE THE CRITICAL ROOT ZONE (CRZ). CRZ DIAMETER SHALL BE DEFINED BY THE GREATER OF THE DRIP LINE OR 1 FOOT RADIALLY FOR EVERY 1 INCH TREE DIAMETER AT BREAST HEIGHT. HAND EXCAVATION REQUIRED WHERE WORK IS PROPOSED WITHIN CRZ. DEEP WATER TREES WEEKLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE ANY DAMAGE TO LANDSCAPING THAT IS NOT SPECIFIED FOR REMOVAL.

24. THE WORK SHALL BE SURVEYED AND STAKED UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR IN ACCORDANCE WITH THE APPROVED PLANS.

25. RIM AND GRATE ELEVATIONS SHOWN ON PLANS ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATIONS. THE CONTRACTOR SHALL ADJUST RIMS AND OTHER IMPROVEMENTS TO MATCH FINAL PAVEMENT AND FINISHED GRADE ELEVATIONS.

26. THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD A COMPLETE SET OF CONSTRUCTION RECORD DRAWINGS ("AS-BUILTS"), FOR THE CONSTRUCTED IMPROVEMENTS. THE PLANS SHALL SHOW SUFFICIENT DIMENSION TIES TO PERMANENT SURFACE FEATURES FOR ALL BURIED FACILITIES TO ALLOW FUTURE LOCATING. THE PLANS SHALL SHOW FINALIZED FIELD CONFIGURATIONS OF DETENTION/WATER QUALITY POND/DRAINAGE FEATURES (AS SURVEYED AND CERTIFIED BY A COLORADO P.L.S.), MANHOLE, PIPE, AND INLET LOCATIONS, INVERTS, GRATE ELEVATIONS, SIZES OF ALL UTILITIES, AND ANY VARIATIONS FROM THE APPROVED PLAN. FINAL AS-BUILT PLANS PREPARED BY THE ENGINEER OF RECORD SHALL BE PROVIDED TO THE TOWN OF BERTHOUD.

27. IF A FOUNDATION UNDERDRAIN SYSTEM IS INSTALLED IN THE PUBLIC RIGHT-OF-WAY, THE FOLLOWING STATEMENT SHALL BE INCLUDED IN THE DRAWINGS:

"THE FOUNDATION UNDERDRAIN SYSTEM IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER OR ITS ASSIGNS. THE TOWN IS NOT RESPONSIBLE FOR THE MAINTENANCE OR REPAIR OF SAID SYSTEM."

GRADING NOTES

1. CONSTRUCTION SHALL ADHERE TO THE FOLLOWING SEQUENCE UNLESS OTHERWISE SPECIFIED BY THE TOWN ENGINEER: SANITARY SEWER INSTALLATION, WATER MAIN INSTALLATION, CURB AND GUTTER INSTALLATION, WATER SERVICE INSTALLATION.

2. COMPACTION OF ALL TRENCHES MUST BE ATTAINED AND COMPACTION TEST RESULTS SUBMITTED TO THE ENGINEER AND THE TOWN OF BERTHOUD PRIOR TO FINAL ACCEPTANCE.

3. ALL WORK, INCLUDING CORRECTION WORK, SHALL BE INSPECTED BY A TOWN REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN STANDARD CONSTRUCTION PRACTICES ARE NOT BEING ADHERED TO.

4. DEVELOPER AND BUILDER SHALL REGULARLY PATROL THE PUBLIC LANDS ADJACENT TO THE DEVELOPMENT TO REMOVE CONSTRUCTION DEBRIS AND KEEP THE SITE CLEAN AND SAFE.

5. ALL SITE GRADING (EXCAVATION, EMBANKMENT, AND COMPACTION) SHALL CONFORM TO THE RECOMMENDATIONS OF THE LATEST SOILS INVESTIGATION FOR THIS PROPERTY AND SHALL FURTHER BE IN CONFORMANCE WITH THE TOWN OF BERTHOUD STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS, LATEST EDITION. A CDPS GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES SHALL BE OBTAINED PRIOR TO ANY GRADING BEING PERFORMED ON SITES ONE (1) ACRE OR LARGER IN SIZE. THESE PERMITS CAN BE OBTAINED FROM THE STATE WATER QUALITY CONTROL DIVISION.

6. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATION AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.

7. TOPSOIL SHALL BE STOCKPILED TO THE EXTENT PRACTICABLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED. ANY AND ALL STOCKPILES SHALL BE LOCATED AND PROPER MEASURES TAKEN TO CONTROL EROSION AND SEDIMENT MOVEMENT.

8. AT ALL TIMES, THE PROPERTY SHALL BE MAINTAINED AND/OR WATERED TO PREVENT WIND-CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK IS COMPLETE OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE OWNER/DEVELOPER SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTY.

9. PERMANENT SLOPES SHALL NOT EXCEED 4:1 (H:V) IN AREAS TO BE SEEDED OR SODDED. RETAINING WALLS SHALL BE REVIEWED AND APPROVED BY SEPARATE APPLICATION TO THE TOWN OF BERTHOUD.

10. THIS EROSION AND SEDIMENT CONTROL PLAN HAS BEEN SUBMITTED TO THE TOWN OF BERTHOUD AND IS IN GENERAL CONFORMANCE WITH THE TOWN'S EROSION CONTROL STANDARDS. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED OF THE OWNER AND THE OWNER'S AGENTS DUE TO UNFORESEEN EROSION PROBLEM OR IF THE PROPOSED EROSION CONTROL MEASURES DO NOT FUNCTION AS INTENDED. THE REQUIREMENTS OF THIS EROSION CONTROL PLAN AND THE OBLIGATION OF THE LANDOWNER SHALL RUN WITH THE LAND UNTIL SUCH TIME AS THE EROSION CONTROL PLAN IS PROPERLY COMPLETED, OFFICIALLY MODIFIED, OR VOIDED.

LEGEND

EXISTING	PROPOSED
BUILDING OUTLINE	BUILDING OUTLINE
CE BUILDING ENVELOPE	LIMITS OF DISTURBANCE
CONTOUR LINE – MAJOR	CONTOUR LINE – MAJOR
CONTOUR LINE – MINOR	CONTOUR LINE – MINOR
FENCE	FENCE
GATE	GATE
ROADWAY	TRAIL
ROW	ROADWAY STRIPING
TRAIL	TREE
ROADWAY STRIPING	BOULDER–VEHICLE BARRIER
TREE	ROAD BASE
WATER LINE	CRUSHER FINES
FIRE HYDRANT	WATER LINE
	FIRE HYDRANT

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GENERAL NOTES

SCALE: NTS

C-2

SHEET 2 of 10



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EXISTING SITE CONDITIONS

N

0 100 200 300

SCALE: 1" = 100'

C-3

SHEET 3 of 10



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JASKOWSKI PARK & OPEN SPACE

PROPOSED IMPROVEMENTS - OVERALL

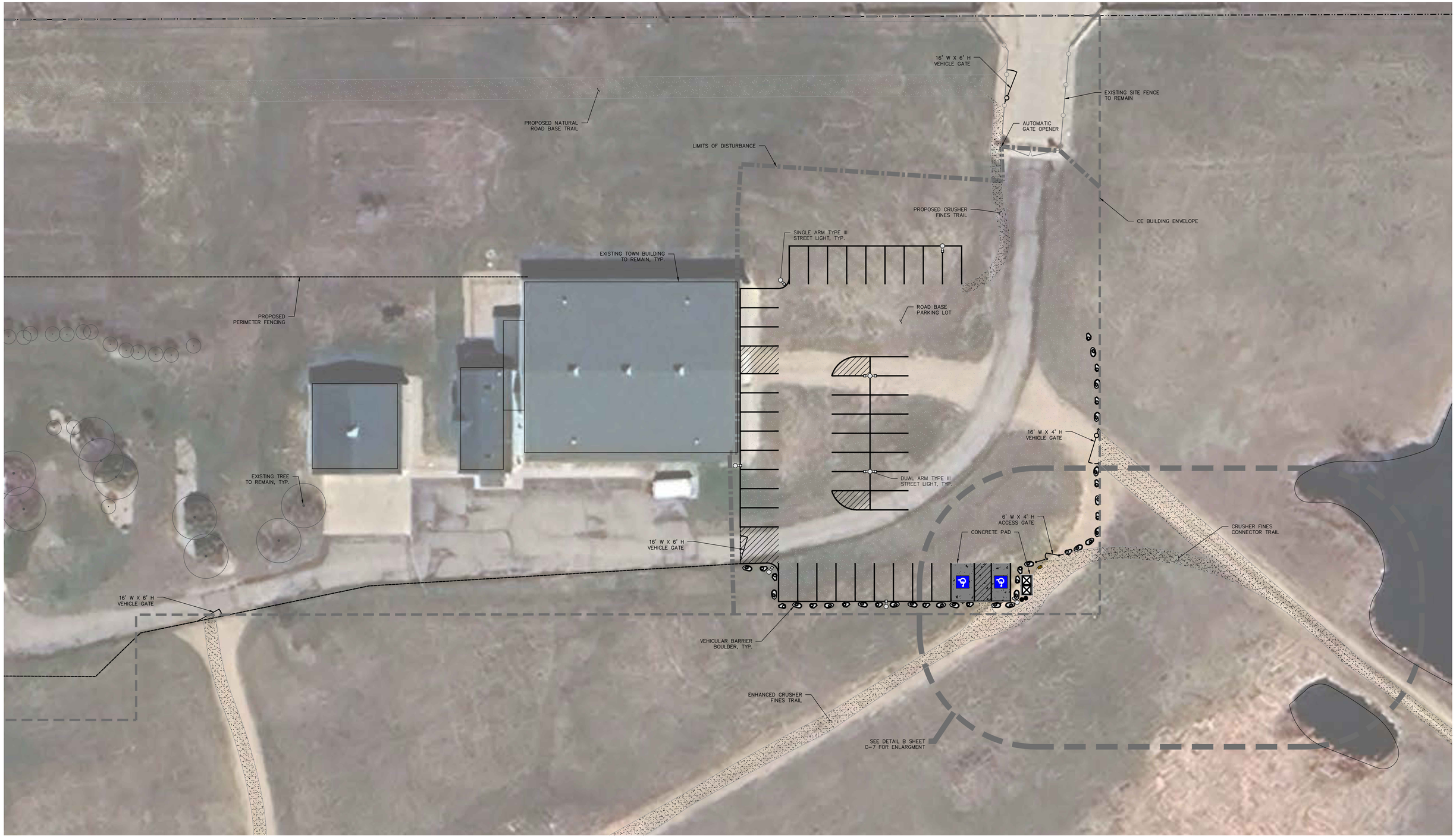
N

0 100 200 300

SCALE: 1" = 100'

C-4

SHEET 4 of 10



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PARKING LOT IMPROVEMENTS PLAN

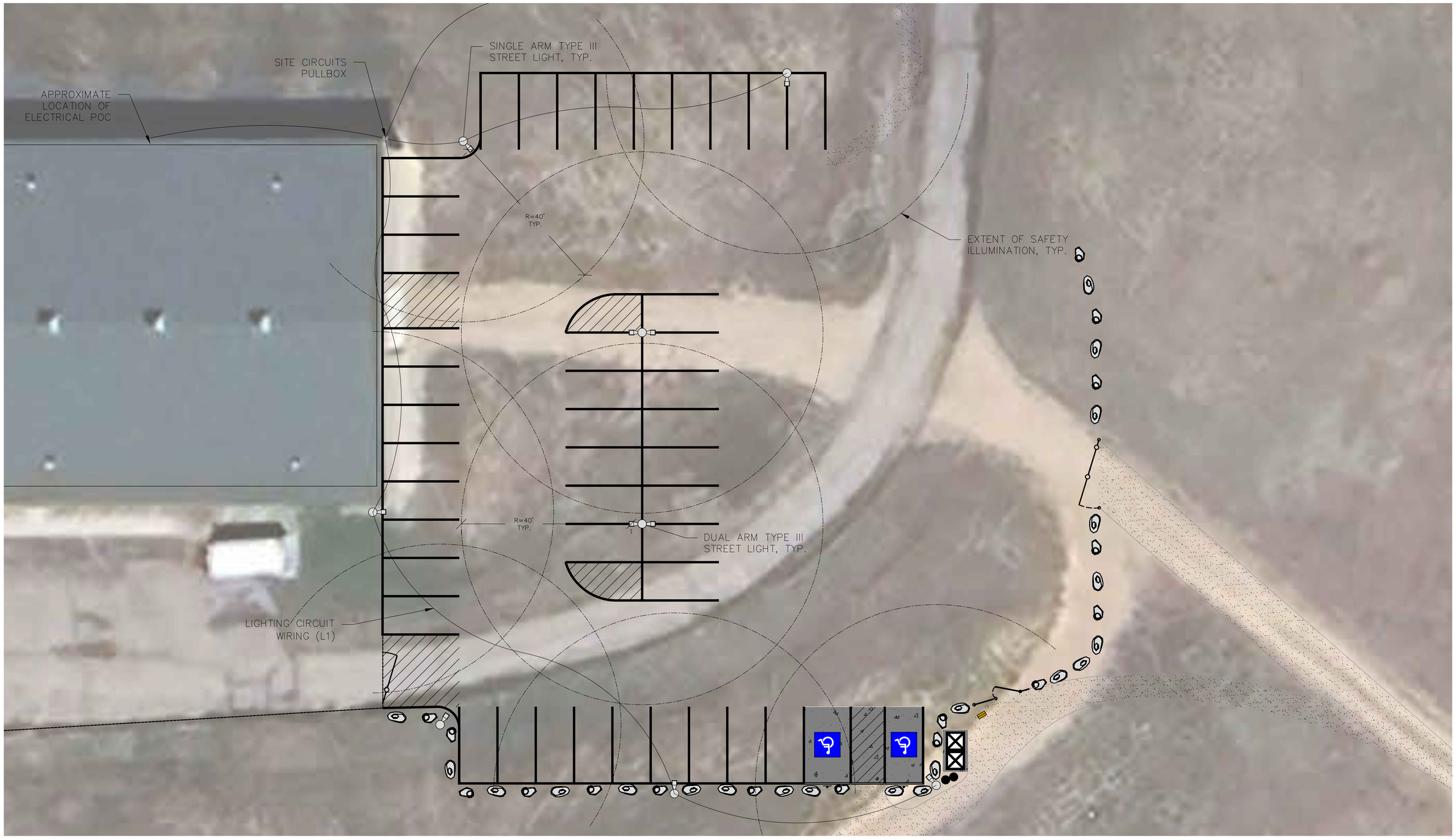
N

0 20 40 60

SCALE: 1" = 20'

C-5

SHEET 5 of 10



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SITE LIGHTING PLAN

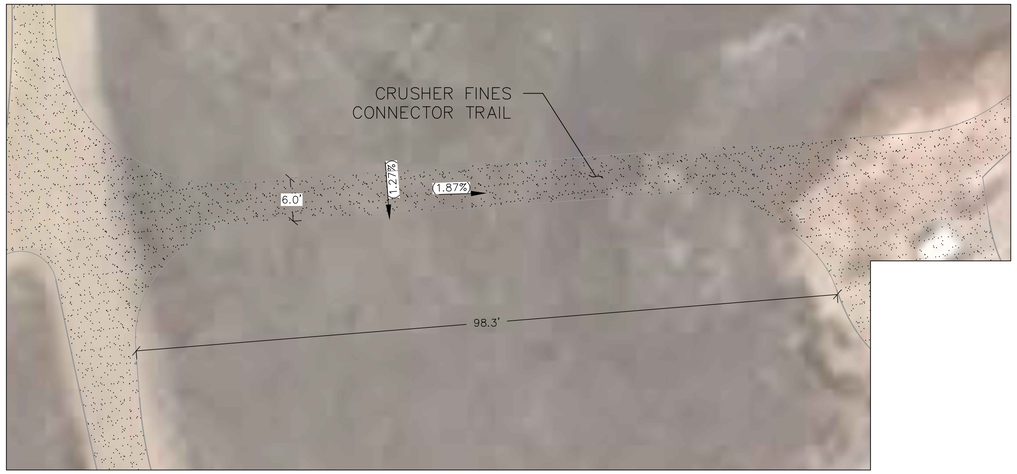
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0 10 20 30

SCALE: 1" = 10'

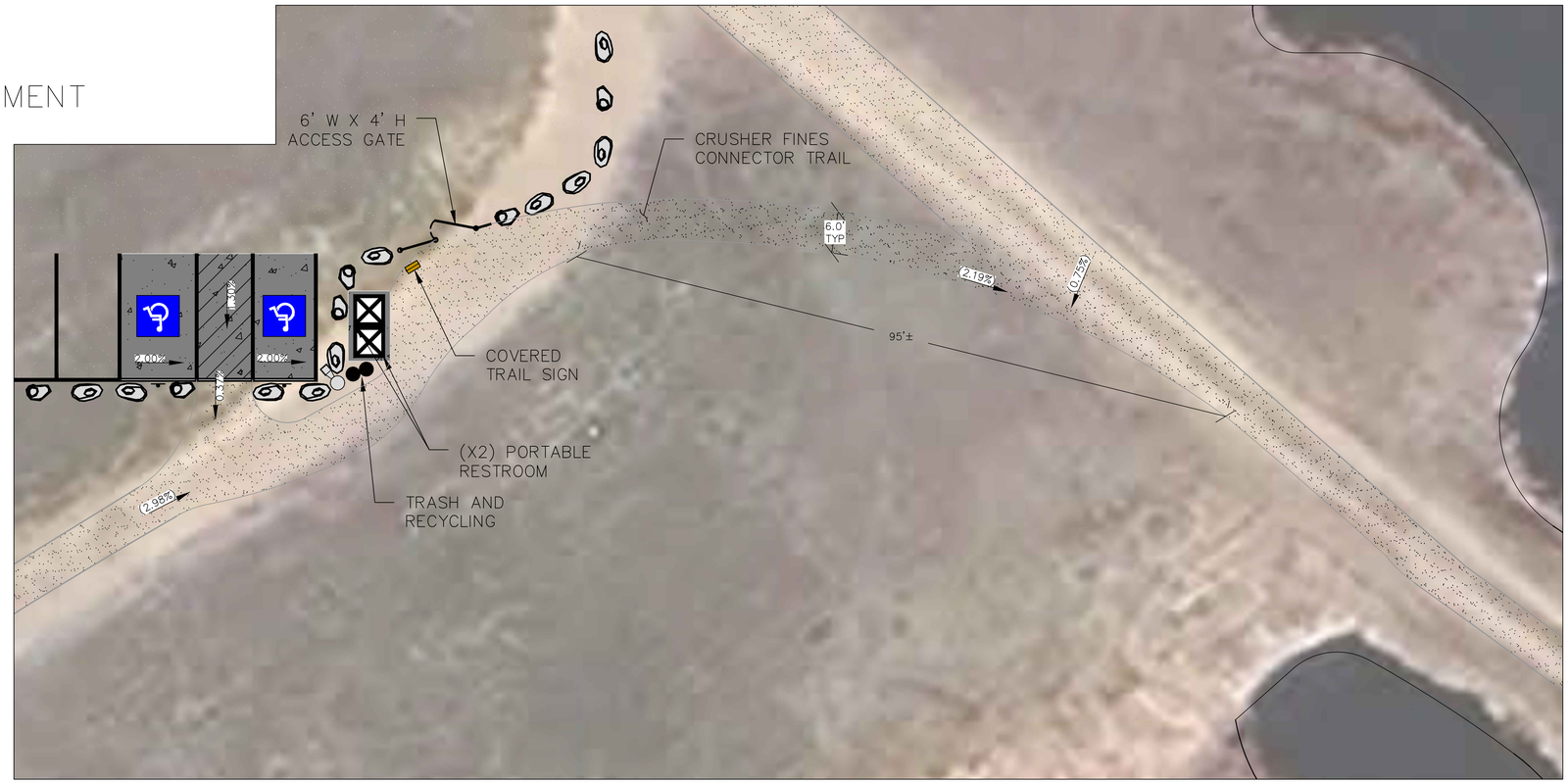
C-6

SHEET 6 of 10



DETAIL A

SOUTH CONNECTOR TRAIL ENLARGEMENT



DETAIL B

EAST CONNECTOR TRAIL ENLARGEMENT

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SITE IMPROVEMENTS PLAN

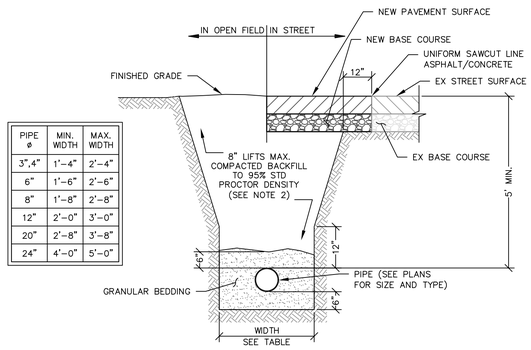
N

0 10 20 30

SCALE: 1" = 10'

C-7

SHEET 7 of 10

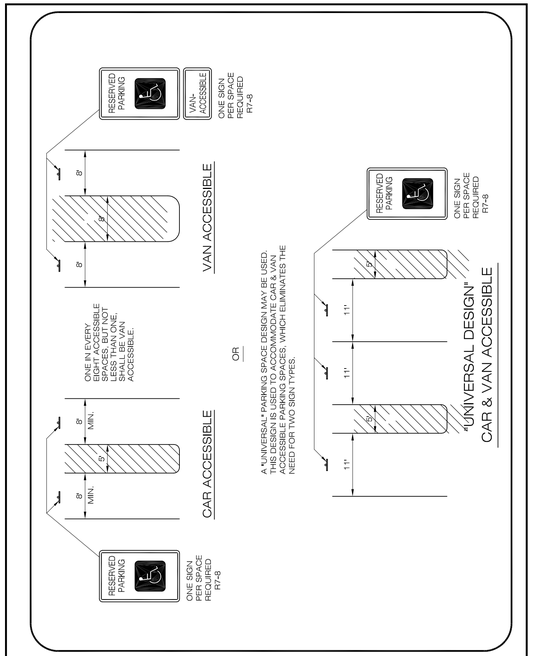


PIPE ø	MIN. WIDTH	MAX. WIDTH
3",4"	1'-4"	2'-4"
6"	1'-6"	2'-6"
8"	1'-8"	2'-8"
12"	2'-0"	3'-0"
20"	2'-8"	3'-8"
24"	4'-0"	5'-0"

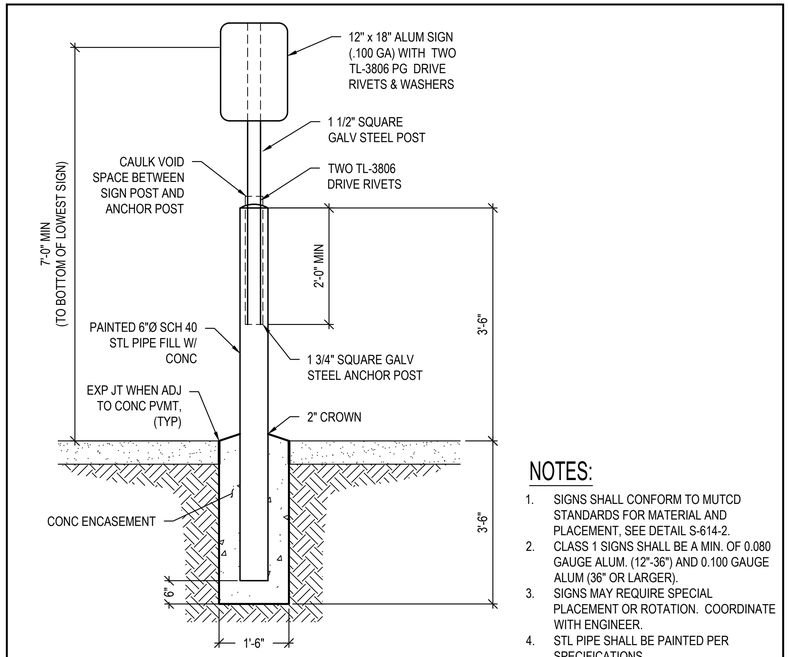
NOTES:
1. MINIMUM COVER 5' FOR WATER AND SANITARY SEWER.
2. COMPACTED BACKFILL TO BE 90% MIN. STD. PROCTOR DENSITY IN NON-DRIVING SURFACES AND 95" MIN. UNDER PAVEMENT, OR AS PRESCRIBED BY GEOTECHINCAL INVESTIGATION.
3. SHOULD THE TRENCH BE EXCAVATED WIDER THAN ALLOWED, A CONCRETE CRADLE SHALL BE PLACED WITH 2500PSI CONCRETE FROM TRENCH BOTTOM TO PIPE SPRINGLINE.
4. TRENCH TO BE BRACED OR SHEETED AS NECESSARY FOR THE SAFETY OF THE WORKERS AND THE PROTECTION OF OTHER UTILITIES IN ACCORDANCE WITH LOCAL, STATE, FEDERAL, AND OSHA SAFETY REGULATIONS.
5. PAVING SHALL COMPLY WITH LOCAL AUTHORITY HAVING JURISDICTION.

SCALE: NTS

TOWN OF BERTHOUD STANDARD DESIGN CRITERIA GERNERAL DETAILS	DO.01
TYPICAL TRENCH DETAIL	DATE: 11/2025

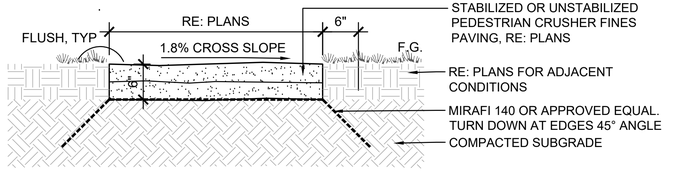


HANDICAP PARKING REQUIREMENTS (AS PER "ADA")			
LARIMER COUNTY URBAN AREA STREET STANDARDS	CONSTRUCTION DRAWINGS	REVISION NO: 1	DRAWING
		DATE: 03/01/02	1407

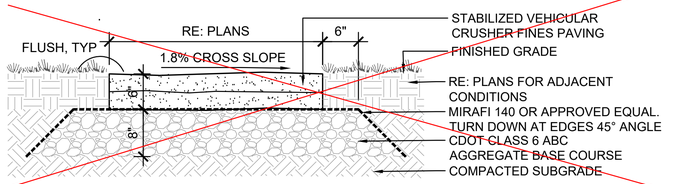


NOTES:
1. SIGNS SHALL CONFORM TO MUTCD STANDARDS FOR MATERIAL AND PLACEMENT, SEE DETAIL S-614-2.
2. CLASS 1 SIGNS SHALL BE A MIN. OF 0.080 GAUGE ALUM. (12"-36") AND 0.100 GAUGE ALUM (36" OR LARGER).
3. SIGNS MAY REQUIRE SPECIAL PLACEMENT OR ROTATION. COORDINATE WITH ENGINEER.
4. STL PIPE SHALL BE PAINTED PER SPECIFICATIONS

SIGN W/ BOLLARD DETAIL
NTS



STABILIZED OR UNSTABILIZED PEDESTRIAN CRUSHER FINES PAVING



STABILIZED VEHICULAR CRUSHER FINES PAVING

NOTES:
1. CRUSHER FINES PAVING SHALL BE PLACED IN (2) 3" LIFTS MIN.
2. REFER TO PLANS & SPECIFICATIONS FOR FINISHES.
3. INSTALL CRUSHER FINES PAVING FLUSH WITH ADJACENT HARDSCAPE, TYP.
4. IN AREAS ADJACENT TO TURF, INSTALL CRUSHER FINES PAVING ½" HIGHER THAN FINISH GRADE, TYP. WITH SHARP, STRAIGHT EDGE.
5. CRUSHER FINES IN AREAS STEEPER THAN 5% SHALL BE STABILIZED. REFER TO SPECIFICATIONS FOR MORE INFO. REFER TO PLANS FOR PEDESTRIAN AND VEHICULAR STABILIZED CRUSHER FINES LOCATIC
6. REFER TO SPECS FOR ADDITIONAL INFORMATION.

CRUSHER FINES PAVING
1"=1'-0"

TOWN of BERTHOUD Est. 1888
807 Mountain Ave PO Box 1229
Berthoud CO 80513 O: 970.532.2643 F: 970.532.0640
Berthoud.org

JASKOWSKI PARK

DETAILS

SCALE: NTS

D-1

SHEET 8 of 10

EARTHWORK TABULATION	
	CU. YD
CUT	952
FILL	4
NET (CUT)	948

PROPOSED NATURAL ROAD BASE TRAIL
LIMITS OF DISTURBANCE
16' W X 6' H VEHICLE GATE
EXISTING SITE FENCE TO REMAIN
AUTOMATIC GATE OPENER
GATE OPENER CIRCUIT (G1)
CE BUILDING ENVELOPE
PROPOSED CRUSHER FINES TRAIL
INSTALL 6" GV
INSTALL 6" GV
SITE CIRCUITS PULLBOX
APPROXIMATE LOCATION OF ELECTRICAL POC
EXISTING TOWN BUILDING TO REMAIN, TYP.
RELOCATE EXISTING FIRE HYDRANT
ROAD BASE PARKING LOT
CAP AND ABANDON ~54 LF EX WL
PROPOSED PERIMETER FENCING
EXISTING TREE TO REMAIN, TYP.
16' W X 4' H VEHICLE GATE
LIGHTING CIRCUIT WIRING (L1)
16' W X 6' H VEHICLE GATE
6' W X 4' H ACCESS GATE
CONCRETE PAD
CRUSHER FINES CONNECTOR TRAIL
16' W X 6' H VEHICLE GATE
VEHICULAR BARRIER BOULDER, TYP.
ENHANCED CRUSHER FINES TRAIL
SEE DETAIL B SHEET C-7 FOR ENLARGMENT

TOWN of BERTHOUD Est. 1888
807 Mountain Ave PO Box 1229
Berthoud CO 80513 O: 970.532.2643 F: 970.532.0640
Berthoud.org

JASKOWSKI PARK & OPEN SPACE

GRADING PLAN

N

0 20 40 60
SCALE: 1" = 20'

G-1

SHEET 9 of 10

SIGN LEGEND

R7-8 — RESERVED PARKING

R8-3a — NO PARKING

9.0' TYP.

18.0' TYP.

R=50.0'

25.0'

(1) R8-3a

R=25.0'

NO PARKING HATCH

EMERGENCY VEHICLE TURNING RADIUS

25.0'

LOT STRIPING, TYP.

R=25.0'

R=50.0'

(1) R8-3a

25.0'

ADA STRIPING

9.0' TYP.

18.0' TYP.

11.0'

8.0'

9.0'

(2) R7-8

(1) R8-3a

TOWN of BERTHOUD Est. 1888

807 Mountain Ave PO Box 1229
Berthoud CO 80513 O: 970.532.2643 F: 970.532.0640
Berthoud.org

JASKOWSKI PARK & OPEN SPACE

TRAFFIC PLAN

N

0 10 20 30

SCALE: 1" = 10'

T-1

SHEET 10 of 10

COLORADO
OPEN LANDS

March 27, 2026

Keith Knoll
Town of Berthoud
P.O. Box 1229
Berthoud, CO 80513

Keith,

The purpose of this letter is to respond to the Town of Berthoud's request to construct a disc-golf course, a shaded pavilion, portable restroom site, gravel parking area, temporary nursery, farm access road, and enhancement of the wetlands, through two construction phases on the Jaskowski property that is subject to a deed of conservation easement held by Colorado Open Lands. The following sections of the conservation easement pertain to your request:

> 3.e. *Paving and Road and Trail Construction.* Except for the existing paved driveway contained withing the Building Envelope, no part of the Property may be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed without the advance written permission of Grantee. Grantee shall give such permission within reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road or trail, will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Easement, and such permission shall not be unreasonably withheld.
>
> 3.i. *Motorized and Recreational Vehicles.* As the date of this Easement, there is an existing paved driveway and designated parking area within the Building Envelope and an unpaved graveled access loop through the property with designated parking areas (see **Exhibit B**). No motorized vehicles may be permitted on the property except in the location of the existing driveway and parking area and as needed for maintenance, retriever dog training and agricultural activities
>
> 4.a. *New Structures and Improvements.* Grantor reserves the right to construct improvements or alter the Property within the Building Envelope with advance written permission of the Grantee. New non-residential buildings and other improvements related to agricultural uses, including irrigation system improvements, corrals, small sheds, and protective covers, may be built with advance written permission of Grantee. Grantee shall give such permission within reasonable time, unless Grantee determines that the proposed building, structure or improvement will substantially diminish or impair the Conservation Values of the Property. Grantor reserved the right to add, alter or enlarge open water areas where cattail stands or ponds now exist, consistent with the Conservation Values of the Property.

4.c. *Trees*. Grantor may plant native trees for windbreaks on the property or to improve habitat for wildlife, as specified in the Management Plan.

5. *Land Management*. The Property shall be managed in accordance with good conservation practices and in accordance with a Management Plan prepared and accepted with the mutual consent of Grantor and Grantee, which plan shall be reviewed by each party no less frequently than every five years. No update of the Management Plan shall be made without the agreement of Grantor and Grantee. No chemicals shall be used for management of the Property, except for control of noxious weeds, without the prior approval of both Grantor and Grantee.

We have reviewed the documentation you provided, including the maps and conversations regarding the proposed plans. We understand that the plans for the disc-golf course will include construction of a 51-space gravel parking lot, installation of a concrete base for two ADA-accessible portable restrooms, and a temporary nursery, all of which will be located within the building envelope.

Outside of the building envelope, proposed improvements include approximately three miles of designated crushed gravel walking trails, installation of concrete tee pads and baskets at each of the 18 holes, tree planting with associated drip irrigation, enhancement of existing wetlands, and construction of a new farm access road.

Based on our review, we have determined that the proposed disc-golf course and its associated improvements are consistent with the conservation easement and can therefore be approved, contingent upon our review and approval of a management plan to be prepared by the Town of Berthoud or a mutually agreed upon natural resources professional, prior to the commencement of any construction activities.

This determination is based on the following facts: 1) the farm access road will not exceed 10 feet in width and is necessary to support ongoing agricultural operations, 2) the parking lot, restroom area, and temporary nursery will be located entirely within the 4-acre building envelope, 3) the walking trails, while surfaced with crushed gravel, are intended for low-impact recreational use and are not expected to result in significant adverse impacts to the conservation values, 4) the tee pads and baskets will be limited in scale and distributed throughout the property to maintains the overall open character of the land, 5) tree planting will help naturalize the site, and 6) the proposed improvements will not significantly alter the existing topography aside from localized grading associated with trail construction, the access road, and wetland enhancement.

COLORADO
OPEN LANDS

We approve your request provided that any areas that are disturbed as a result of activities associated with construction of the disc-golf course, the parking area and all other approved improvements is promptly restored to a condition consistent with the Purpose of the easement.

Please be advised that this approval is only for the construction of improvements listed in this letter, for which plans were provided, and this letter does not preclude our responsibility or ability to enforce the terms of the easement. Please don't hesitate to contact me if you have any questions regarding this proposal or other easement issues you would like to discuss.

Sincerely,



Chelsea Collins
Director of Stewardship
303-988-2373 x214
ccollins@coloradoopenlands.org

#114232
SCOTT DOYLE, RECORDER, LARIMER COUNTY CO
RCPTN# 2003-0025594 03/03/2003 12:02:15
PAGES - 15 FEE $76.00 DOC $0.00

DEED OF CONSERVATION EASEMENT
Jaskowski Property, Larimer County, Colorado

This DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made this 28th day of February, 2003, by Eileen S. Jaskowski, having an address of 2905 West County Road 14, Loveland, CO 80537, (hereinafter "Grantor"), in favor of LEGACY LAND TRUST, a Colorado nonprofit corporation, having an address of 214 S. College Avenue, Suite 200, Fort Collins, Colorado, 80524, (hereinafter "Grantee"), for the purpose of conserving the agricultural, wildlife and plant habitat, open space and scenic qualities of the subject property The following Exhibits are a part of this Conservation Easement:

Exhibit A – Legal Description of Property
Exhibit B – Map of Property
Exhibit C - Building Envelope
Exhibit D – Water Certificate Copy Showing Ownership to Include Grantee

RECITALS

A. Grantor is owner in fee simple of certain real property in Larimer County, Colorado, more particularly described in **Exhibit A** attached hereto and incorporated by this reference, (hereinafter, the "Property").

B. The Property possesses agricultural, natural, scenic, and open space values (collectively, "Conservation Values") of great importance to the Grantor, the area residents, the people of Larimer County and the people of the State of Colorado.

C. In particular the Property consists of approximately two acres of wetlands, four acres of constructed ponds, and 70 acres of grassland. The Property is located to the south of County Road 14 and to the north of Lonetree Reservoir. The total acreage protected by this conservation easement is approximately 78 acres.

D. The specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated February 2003, to be kept on file in the offices of the Grantee and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the condition of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with terms of this grant.

E. Grantor intends that the Conservation Values of the Property be preserved and maintained by permitting only those uses on the Property that do not significantly impair or interfere with them, including, without limitation, those land uses relating to the continuation of land use

When recorded, please return to:
Legacy Land Trust
214 S. College Avenue, Suite 200
Fort Collins, CO 80524

patterns, including those relating to agriculture and retriever dog training, occasional dog training seminars and/or field trials or hunt tests existing at the time of this grant.

F. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

G. Grantee is a publicly supported, tax-exempt nonprofit organization, founded in 1993, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is to facilitate the acquisition and preservation of environmentally sensitive areas, critical wildlife habitat, and other lands which are important for the enrichment of present and future generations.

H. Grantee agrees by accepting this grant to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado and in particular C.R.S. §38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose**. The purpose of this Easement is to assure that the agricultural, natural habitat, open space, historic and scenic values of the Property will be retained in perpetuity and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. It is also the purpose of this Easement to permit the continuation of the residential and agricultural and dog training uses and other uses of the Property which are consistent with the foregoing goals.

2. **Rights of Grantee**. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

a. To preserve and protect the Conservation Values of the Property;

b. To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property;

c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 8; and

d. To place signs, not to exceed 18" x 24" in size, on the perimeter of the Property identifying Grantee and the existence of an Easement.

3. **Prohibited Uses**. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. **Construction or Reconstruction of Structures**. As of the date of this Easement, there are four structures on the Property consisting of a residence, an implement building with a second residence, an obedience arena/kennel and a bird pen (the "**Existing Structures**"). The Existing Structures are located within the building envelope as depicted in **Exhibit C** (the "**Building Envelope**"). The Existing Structures may be reconstructed in their current size within the Building Envelope. Except as provided for in paragraphs 4(a) and 4(b), no other structures shall be constructed. The parties acknowledge that the property is currently formally permitted to have additional dog runs. Expansion in accordance with the current approved kennel permit shall occur within the Building Envelope.

b. **Subdivision**. Any division or subdivision of title to the Property, whether by physical or legal process, including partition, is prohibited.

c. **Timber Harvesting**. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. Commercial timber harvesting on the property shall be prohibited.

d. **Mining**. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substances is prohibited.

e. **Paving and Road and Trail Construction**. Except for the existing paved driveway contained within the Building Envelope, no part of the Property may be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed without the advance written permission of Grantee. Grantee shall give such permission within reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road or trail, will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Easement, and such permission shall not be unreasonably withheld.

f. **Trash**. The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited.

g. **Water Rights**. Grantor shall retain and reserve the right to use that portion of all of the Grantor's currently owned existing water rights sufficient to maintain and improve the Conservation Values of the Property, and shall not transfer, encumber, lease, sell or otherwise separate water rights sufficient to maintain and improve the Conservation Values

of the Property from title to the Property itself. Grantor holds 60 shares of Colorado-Big Thompson and two shares of Home Supply Company that shall forever be tied to the Property, and not sold, transferred, encumbered, or leased or otherwise separated from the Property. Nothing herein contained shall require the Grantor or its assigns to acquire additional water rights.

h. **Commercial or Industrial Activity**. No commercial or industrial uses shall be allowed on the Property, except for retriever dog training; farm or agricultural products, such as grains, hay, vegetables or fruits, may be grown and harvested.

i. **Motorized and Recreational Vehicles**. As of the date of this Easement, there is an existing paved driveway and designated parking area within the Building Envelope and an unpaved graveled access loop through the property with designated parking areas (see **Exhibit B**). No motorized vehicles may be permitted on the Property except in the location of the existing driveway and parking area and as needed for maintenance, retriever dog training and agricultural activities.

j. Livestock and Poultry. No livestock or poultry shall be allowed on the Property, except as may be agreed to in the approved Management Plan for land and weed management purposes.

4. **Reserved Rights**. Grantor reserves to herself, and to her personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, retriever dog training, and all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property, the right to sell or otherwise transfer the Property to anyone the Grantor chooses, and the right to honor existing and to grant additional access easements across the Property.

a. **New Structures and Improvements**. Grantor reserves the right to construct improvements or alter the Property within the Building Envelope with advance written permission of the Grantee. New non-residential buildings and other improvements related to agricultural uses, including irrigation system improvements, corrals, small sheds, and protective covers, may be built with advance written permission of Grantee. Grantee shall give such permission within reasonable time, unless Grantee determines that the proposed building, structure or improvement will substantially diminish or impair the Conservation Values of the Property. Grantor reserved the right to add, alter or enlarge open water areas where cattail stands or ponds now exist, consistent with the Conservation Values of the Property.

b. **Fences and Ditches.** Grantor may repair or replace existing fences and ditches, and new fences and ditches may be built for purposes of reasonable and customary management of the Property.

c. **Trees**. Grantor may plant native trees for windbreaks on the property or to improve habitat for wildlife, as specified in the Management Plan.

d. **Retriever Dog Training**. Grantor may continue to train retriever dogs on Property as a private pursuit. Dog training shall not be subject to seasonal restrictions. All dog training conducted on the Property shall be in accordance with the Management Plan described in paragraph 5 below.

5. **Land Management.** The Property shall be managed in accordance with good conservation practices and in accordance with a Management Plan prepared and accepted with the mutual consent of Grantor and Grantee, which plan shall be reviewed by each party no less frequently than every five years. No update of the Management Plan shall be made without the agreement of Grantor and Grantee. No chemicals shall be used for management of the Property, except for control of noxious weeds, without the prior approval of both Grantor and Grantee.

6. **Notice of Intention to Undertake Certain Permitted Action**. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

7. **Grantee's Approval**. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

8. **Enforcement**. Grantee shall have the right to prevent and correct or require correction of violation of terms and purposes of this Easement. Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantors in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists or has occurred, Grantee may attempt to obtain an injunction to stop the violation, temporarily or permanently. The Grantor may also request that a court issue an injunction to require Grantor

to restore the Property to its condition prior to the violation. Notwithstanding the foregoing, when, in the Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take immediate appropriate legal action.

9. **Costs of Restoration; Recoverable Costs.** Any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. In the event a conflict arises between the parties concerning this Easement that results in legal proceedings, the prevailing party shall be entitled to have its reasonable costs paid by the other party. Recoverable costs include the cost of suit and reasonable attorneys' fees.

10. **Grantee's Discretion**. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

11. **Waiver of Certain Defenses**. Grantor hereby waives any defenses of laches, estoppel or prescription and any defenses available under CRS Section 38-41-119.

12. **Acts Beyond Grantors' Control**. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

13. **Access**. No right of access by the general public to any portion of the Property is conveyed by this Easement.

14. **Grantor's Title Warranty**. Grantor warrants to have good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations, and hereby promises to defend title to the Property against all against all claims that may be made against it by any person claiming, by, through, or under Grantor. The parties intend that this Easement encumber the Property, including any and all soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance of any type or character on or thereunder described herein, whether any such interest is now owned or is later acquired.

15. **Costs and Liabilities**. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication, and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of

any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

16. **Taxes and Responsibilities**. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall be responsible for any costs associated with weed control and eradication.

17. **Hold Harmless**. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations of grantor specified herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law.

18. **Extinguishment**. If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with paragraph 19 below.

19. **Proceeds**. This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction, if any, for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

20. **Condemnation**. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

21. **Assignment**. The Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, and the applicable regulations promulgated thereunder, and (b) authorized to acquire and hold conservation easements under Colorado law.

22. **Subsequent Transfers**. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

23. **Notices**. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Eileen S. Jaskowski
2905 West County Road 14
Loveland, CO 80537

To Grantee: Legacy Land Trust
214 S. College Avenue, Suite 200
Fort Collins, CO 80524

or to such other address as either party time to time shall designate by written notice to the other.

23. **Recordation**. Grantee shall record this instrument in timely fashion in the official records of Larimer County, and may re-record it at any time as may be required to preserve its rights in this Easement.

24. **General Provisions.**

a. **Controlling Law**. The laws of the State of Colorado shall govern the interpretation and performance of this Easement.

b. **Liberal Construction**. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101 et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement what would render the provision valid shall be favored over any interpretation that would render it invalid.

c. **Severability**. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. **Entire Agreement**. This instrument sets forth the entire agreement of the parties with respect to the Easement and superseded all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

e. **No Forfeiture**. Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

f. **Joint Obligation**. The obligations imposed by this Easement upon Grantors shall be joint and several.

g. **Successors**. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

h. **Termination of Rights and Obligations**. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. **Captions**. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j. **Amendment**. If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantors and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties and recorded.

k. **Adequate Insurance**. Grantor shall maintain adequate general liability insurance on the Property. Grantor warrants that the Grantee is and will continue to be named as an additional insured on such policy. Grantor shall provide a copy of such insurance or certificate of such insurance to the Grantee at the time this Easement is executed and on an annual basis thereafter.

IN WITNESS WHEREOF Grantors and Grantee have executed this Deed of Conservation Easement on the day and year first above written.

Grantor: _____
Eileen S. Jaskowski

Grantee: LEGACY LAND TRUST

by _____
Steve Ryder, Executive Director

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

Acknowledged, subscribed and sworn to before me this 28th day of February, 2003, by Eileen S. Jaskowski.

Witness my hand and official seal.
My commission expires 10-1-03.

JEANNIE M. WEAVER NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public
Address: 500 E. 3rd St
Loveland, CO 80538

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

Acknowledged, subscribed and sworn to before me this 28th day of February, 2003, by Steve Ryder, Executive Director, on behalf of LEGACY LAND TRUST.

Witness my hand and official seal.
My commission expires 10-1-03.

JEANNIE M. WEAVER NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public
Address: 500 E 3rd St.
Loveland, CO 80537

Exhibit A. Legal description of the Property.
Exhibit B. Map of Property
Exhibit C. Building Envelope and Reserved Property Improvements
Exhibit D. Water Certificate Copies

Exhibit A. Legal Description of the Property.

PARCEL I:

A portion of the Northwest Quarter of Section 4, Township 4 North, Range 69 West of the 6th P.M., more particularly described as follows:
Considering the North line of said Northwest Quarter of said Section 4 as bearing North 89°59'30" East and with all bearings contained herein relative thereto. Also considering said North line as being monumented with a 2" aluminum cap stamped PLS 23500 at the Northwest corner of said Northwest Quarter and a 1" iron pipe and a 2" brass cap stamped PLS 20676 at the North quarter corner of said Section 4;
Commencing at the Northwest corner of said Section 4, from which the North quarter corner of said Section 4 bears North 89°59'30" East a distance of 2668.59 feet;
Thence South 00°03'00" East, along the West line of the Northwest Quarter of said Section 4, a distance of 30.00 feet to the POINT OF BEGINNING;
Thence South 0°03'00" East, continuing along said West line, a distance of 1720.96 feet to the North right-of-way line of the Consolidated Home Supply Ditch, according to the "Plat of Lonetree Reservoir and Land owned by the Consolidated Home Supply Ditch and Reservoir Company" as prepared by Thorwald Harvey Sackett in February of 1961;
Thence along said right-of-way line and along the boundary of said land owned by the Home Supply Ditch and Reservoir Company, the following six (6) courses and distances;

1. South 79°28'00" East, a distance of 753.00 feet;
2. South 69°19'00" East, a distance of 261.97 feet;
3. North 87°56'00" East, a distance of 321.92 feet;
4. South 83°17'00" East, a distance of 20.53 feet;
5. North 00°08'30" East, a distance of 489.99 feet;
6. North 89°57'10" East, a distance of 665.78 feet to the East line of the West One-Half of the Northeast Quarter of the Northwest Quarter of said Section 4, as found Monumented by a 1" iron pipe with a plastic seal stamped LS 4112 at the South end of said West line and a number 4 rebar at the North end of said West line; thence North 00°13'52" East, along said West line, a distance of 1451.74 feet to a point on the South right-of-way line of Larimer County Road Number 14, from which the Northeast corner of the West One-Half of the Northeast Quarter of the Northwest Quarter of said Section 4 bears North 00°13'52" East, a distance of 30.00 feet; thence South 89°59'30" West, along said South right-of-way line, a distance of 2001.84 feet to the POINT OF BEGINNING;

County of Larimer, State of Colorado

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

That portion of the Northwest Quarter of Section 4, Township 4 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:
Considering the North lien of the Northwest Quarter of said Section 4 as bearing North 89°59'30" East and with all bearings contained herein relative thereto;
Beginning at the Northwest corner of said Section 4; thence along the West line of the Northwest Quarter of said Section 4 South 00°03'00" East 30.00 feet to a point on the Southerly right of way line of Larimer County Road No. 14 and the TRUE POINT OF BEGINNING; thence departing along said Southerly right of way line and continuing along the West line of said Northwest Quarter South 00°03'00" East 1721.00 feet more or less, to a point on the North right of way line of the Consolidated Home Supply Ditch,

according to the "Plat of Lonetree Reservoir and land owned by the Consolidated Home Supply Ditch and Reservoir Company", as prepared by Thorwald Harvey Sackett in February of 1961; thence along said right of way line and along the boundary of said land owned by the Home Supply Ditch and Reservoir Company, the following five (5) courses and distances:

1) South 79°28'00" East 753.00 feet;
2) South 69°19'00" East 261.97 feet;
3) North 87°56'00" East a distance of 321.92 feet;
4) South 83°17'00" East, a distance of 20.53 feet;
5) North 00°08'30" East a distance of 489.99 feet;

Thence departing said right of way and boundary of said land owned by the Home Supply Ditch and Reservoir Company and continuing North 00°08'30" East 523.70 feet; thence South 89°57'00" West 605.69 feet; thence North 00°03'00" West 928.92 feet, more or less, to a point on the Southerly right of way line of Larimer County Road No. 14; thence along said Southerly right of way line South 89°59'30" West 725.00 feet to a point on the West line of the Northwest Quarter of said Section 4 and the TRUE POINT OF BEGINNING.
COUNTY OF LARIMER, STATE OF COLORADO

PARCEL II:

That portion of the Northwest Quarter of Section 4, Township 4 North, Range 9 West of the 6th P.m., County of Larimer, State of Colorado being more particularly described as follows:
Considering the North line of the Northwest Quarter of said Section 4 as bearing North 89°9'30" East and with all bearings contained herein relative thereto:

Beginning at the Northwest corner of said Section 4; thence along the West line of the Northwest Quarter of said Section 4 South 00°03'00" East 30.00 feet to a point on the Southerly right of way line of Larimer County Road No. 14 and the TRUE POINT OF BEGINNING; thence departing said Southerly right-of-way line and continuing along the West line of said Northwest Quarter South 00°03'00' East 1721.00 feet, more or less, to a point on the North right of way line of the Consolidated Home Supply Ditch, according to the "Plat of Lonetree Reservoir and land owned by the Consolidated Home Supply Ditch and Reservoir Company", as prepared by Thorwald Harvey Sackett in February of 1961; thence along said right-of-way line and along the boundary of said land owned by the Home Supply Ditch and Reservoir Company, the following five (5) courses and distances:

1) South 79°28'00" East 753.00 feet;
2) South 69°19'00" East 261.97 feet;
3) North 87°56'00" East 321.92 feet;
4) South 83°17'00" East 20.53 feet;
5) North 00°08'30" East 489.99 feet;

Thence departing said right of way and boundary of said land owned by the Home Supply Ditch and Reservoir Company and continuing North 00°08'30" East 523.70 feet; thence South 89°57'00" West 605.69 feet; thence North 00°03'00" West 928.92 feet, more or less, to a point on the Southerly right of way line of Larimer County Road No. 14; thence along said Southerly right of way line South 89°59'30" West 725.00 feet to a point on the West line of the Northwest Quarter of said Section 4 and the TRUE POINT OF BEGINNING;
COUNTY OF LARIMER, STATE OF COLORADO

Exhibit B. Map of Property, Property Improvements, and Important Features.

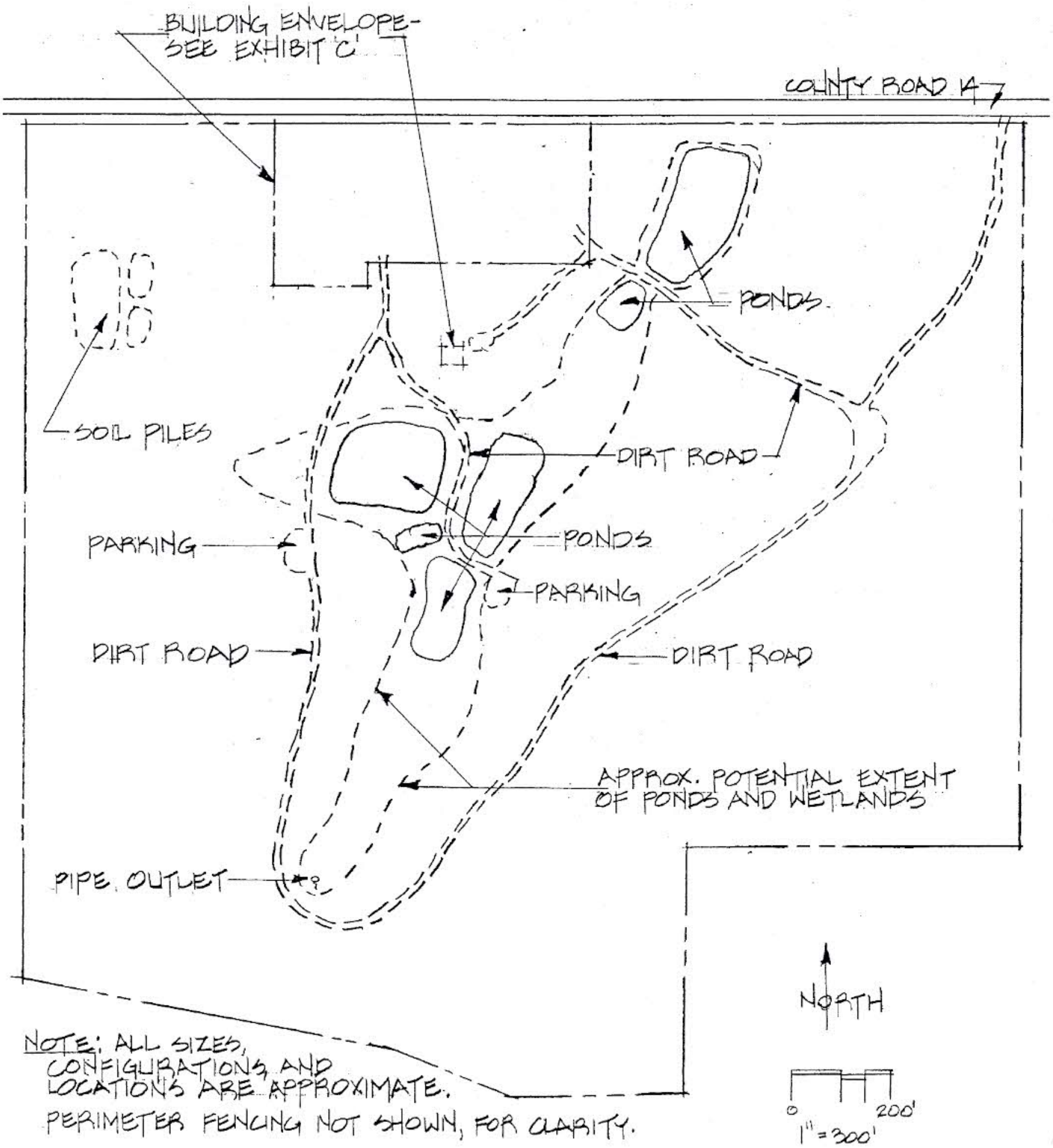


EXHIBIT 'C' - BUILDING ENVELOPE

JASKOWSKI PROPERTY

NORTH 1"=100'

834.1' VERIFY

130.3' VERIFY

COUNTY ROAD #

OBEDIENCE ARENA EXISTING

20'-0" MIN. FIRETRUCK TURNAROUND

EXISTING IMPLEMENT BUILDING

325'-0"

30.0'

85.0'

26.0'

125.0' SETBACK

80.3'

12.9'

10.0'

95.0'

EXISTING FIRE HYDRANT

20'-0" COMMERCIAL DRIVE - ASPHALT

50'-0"

46.0'

234'-0"

BLDG. ENVELOPE

EXISTING RESIDENCE

500'-0" TO PROP. LINE

190'-0"

144.0"

50'-0"

240'-0"

40'-0"

40'-0" x 50'-0" BLDG. ENVELOPE AT BIRD PEN AND SHED

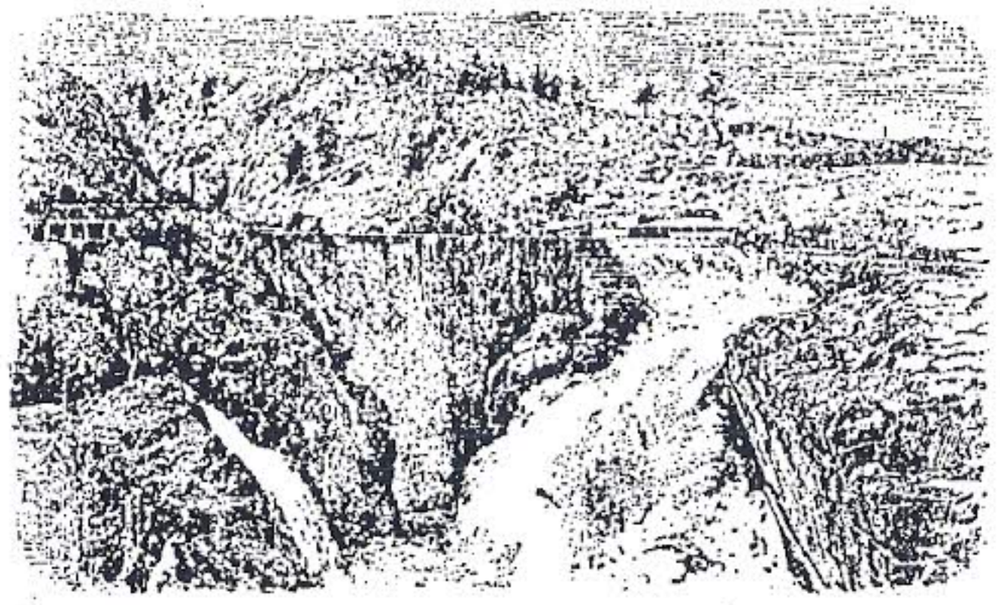
№ 6319

Incorporated Under the
Laws of the State of Colorado

-2-
Shares

The Consolidated Home Supply Ditch and Reservoir Co.

CAPITAL STOCK
$100,000



2,000 SHARES
$50 EACH

This is to Certify that EILEEN S. JASKOWSKI AND THE LEGACY LAND TRUST with AN UNDIVIDED INTEREST

is the owner of - TWO - Shares of Capital Stock of **The Consolidated Home Supply Ditch and Reservoir Company,** full paid transferrable only on the books of the Company, in person, or by attorney, on surrender of this certificate.

Witness the Seal of the Company and the Signatures of the President and Secretary at Loveland, Colorado, this 26 day of NOVEMBER A.D. 2002

Kenneth W. Markham
President

Robert Helfer
Secretary

© 42

LITHO IN U.S.A.

Exhibit D. Water Certificate



Jaskowski Concept Update

Keith Knoll, Public Works Operations Manager







Location



Property

- Town acquired property from Eileen Jaskowski in 2012.
- Under a conservation easement promoting the properties agricultural, natural, scenic and open space values.
- Retriever dog training was historically performed on the property.



Park Planning Process

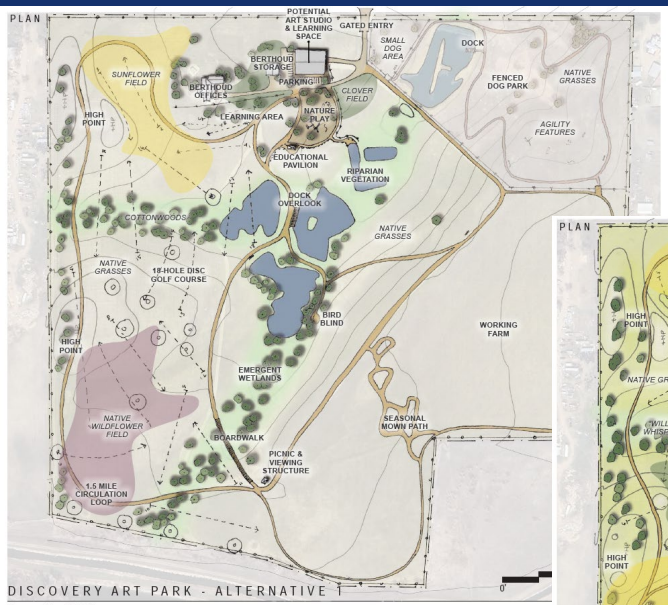
PORT Inventory

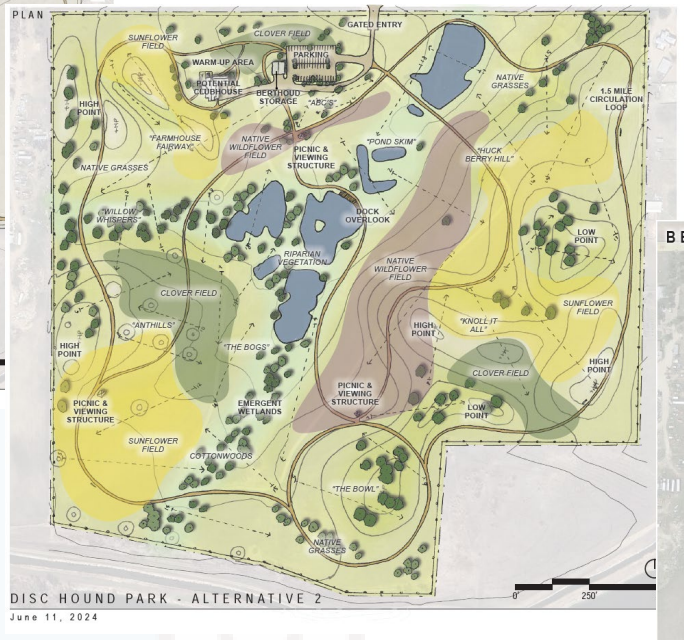
Conceptual Design

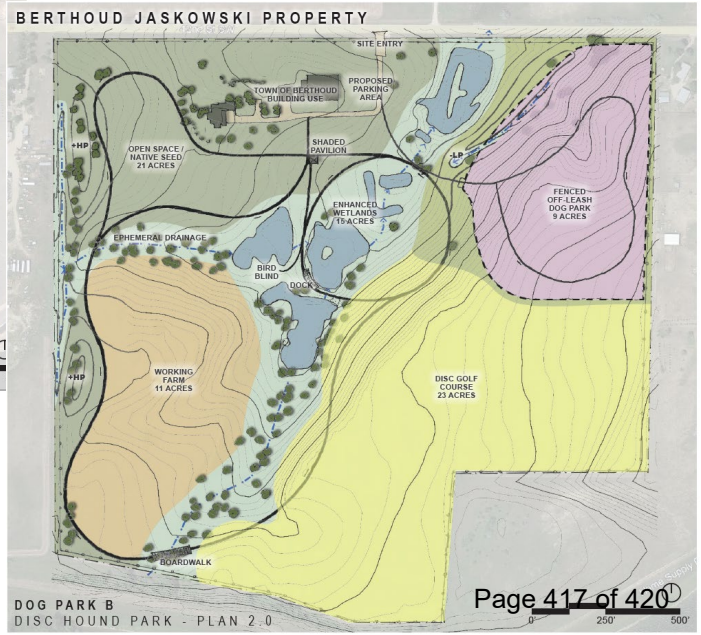
Construction Documents

Property Construction

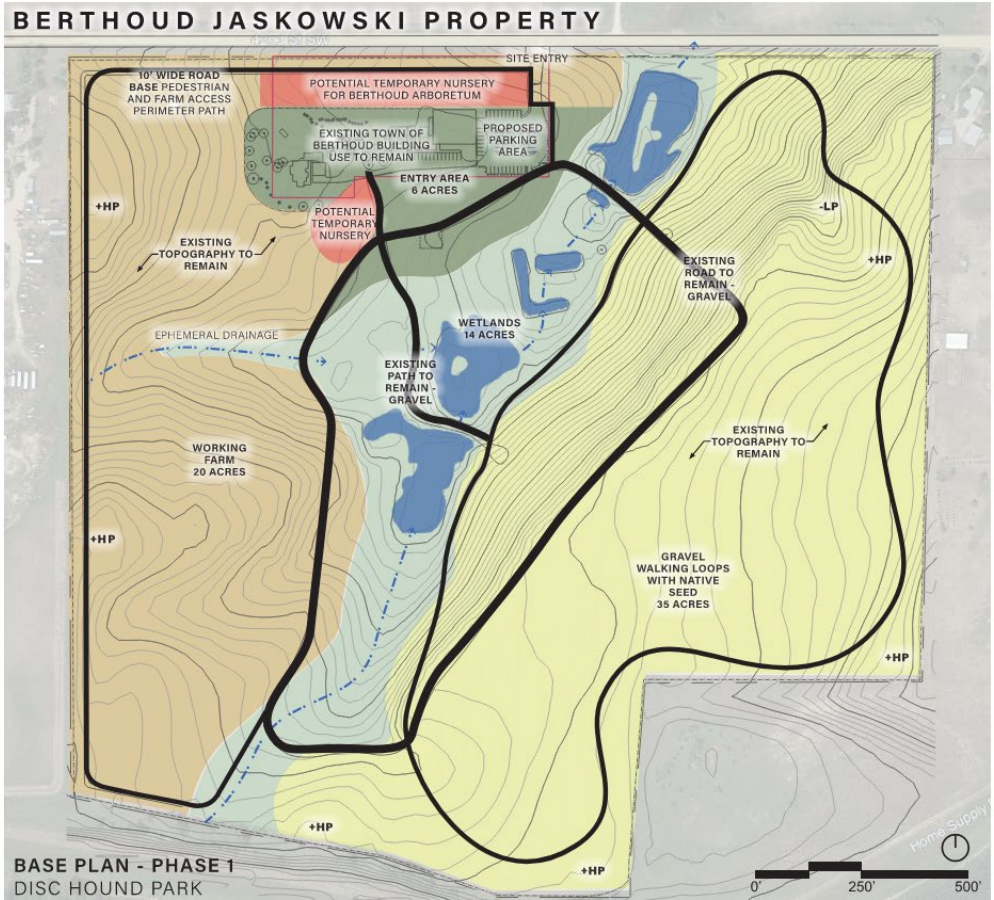
The construction document phase translates the conceptual design into detailed plans and specifications that can be used for permitting, cost estimating, and public bidding. During this phase, project elements such as grading, drainage, trails, utilities, structures, landscaping, and site amenities are refined and coordinated with regulatory requirements.


PLAN
POTENTIAL ART STUDIO & LEARNING SPACE
GATED ENTRY
SMALL DOG AREA
DOCK
BERTHOUD STORAGE
SUNFLOWER FIELD
BERTHOUD OFFICES
PARKING
CLOVER FIELD
FENCED DOG PARK
NATIVE GRASSES
HIGH POINT
LEARNING AREA
NATURE PLAY
AGILITY FEATURES
EDUCATIONAL PAVILION
RIPARIAN VEGETATION
DOCK OVERLOOK
COTTONWOODS
NATIVE GRASSES
NATIVE GRASSES
18-HOLE DISC GOLF COURSE
BIRD BLIND
WORKING FARM
HIGH POINT
EMERGENT WETLANDS
NATIVE WILDFLOWER FIELD
SEASONAL MOWN PATH
BOARDWALK
PICNIC & VIEWING STRUCTURE
1.5 MILE CIRCULATION LOOP
DISCOVERY ART PARK - ALTERNATIVE 1
June 11, 2024


PLAN
SUNFLOWER FIELD
CLOVER FIELD
GATED ENTRY
WARM-UP AREA
PARKING
POTENTIAL CLUBHOUSE
BERTHOUD STORAGE
"ABCs"
NATIVE GRASSES
1.5 MILE CIRCULATION LOOP
HIGH POINT
"FARMHOUSE FAIRWAY"
NATIVE WILDFLOWER FIELD
PICNIC & VIEWING STRUCTURE
"POND SKIM"
"HUCK BERRY HILL"
NATIVE GRASSES
"WILLOW WHISPERS"
DOCK OVERLOOK
LOW POINT
RIPARIAN VEGETATION
NATIVE WILDFLOWER FIELD
CLOVER FIELD
SUNFLOWER FIELD
"ANTHILLS"
HIGH POINT
"KNOLL IT ALL"
HIGH POINT
"THE BOGS"
CLOVER FIELD
PICNIC & VIEWING STRUCTURE
EMERGENT WETLANDS
PICNIC & VIEWING STRUCTURE
LOW POINT
SUNFLOWER FIELD
COTTONWOODS
"THE BOWL"
NATIVE GRASSES
DISC HOUND PARK - ALTERNATIVE 2
June 11, 2024


BERTHOUD JASKOWSKI PROPERTY
SITE ENTRY
TOWN OF BERTHOUD BUILDING USE
PROPOSED PARKING AREA
OPEN SPACE / NATIVE SEED 21 ACRES
SHADED PAVILION
ENHANCED WETLANDS 15 ACRES
FENCED OFF-LEASH DOG PARK 9 ACRES
EPHEMERAL DRAINAGE
BIRD BLIND
DOCK
WORKING FARM 11 ACRES
DISC GOLF COURSE 23 ACRES
BOARDWALK
DOG PARK B
DISC HOUND PARK - PLAN 2.0

Conceptual Design



PHASE 1 FEATURES

- 20 ACRE WORKING FARM WITH ACCESS ROAD
- 6 ACRES OF ENTRY AREA (51 PUBLIC PARKING SPACES, FENCED BERTHOUD ACCESS, SHADE SHELTER, TRAIL SIGNS)
- 35 ACRES OF NATIVE PRAIRIE
- ~3 MILES OF CRUSHED GRAVEL WALKING TRAILS
- PONDS OPEN TO DOG TRAINING
- POTENTIAL TEMPORARY NURSERY FOR BERTHOUD ARBORETUM



OPEN SPACE TRAILS & LOOPS

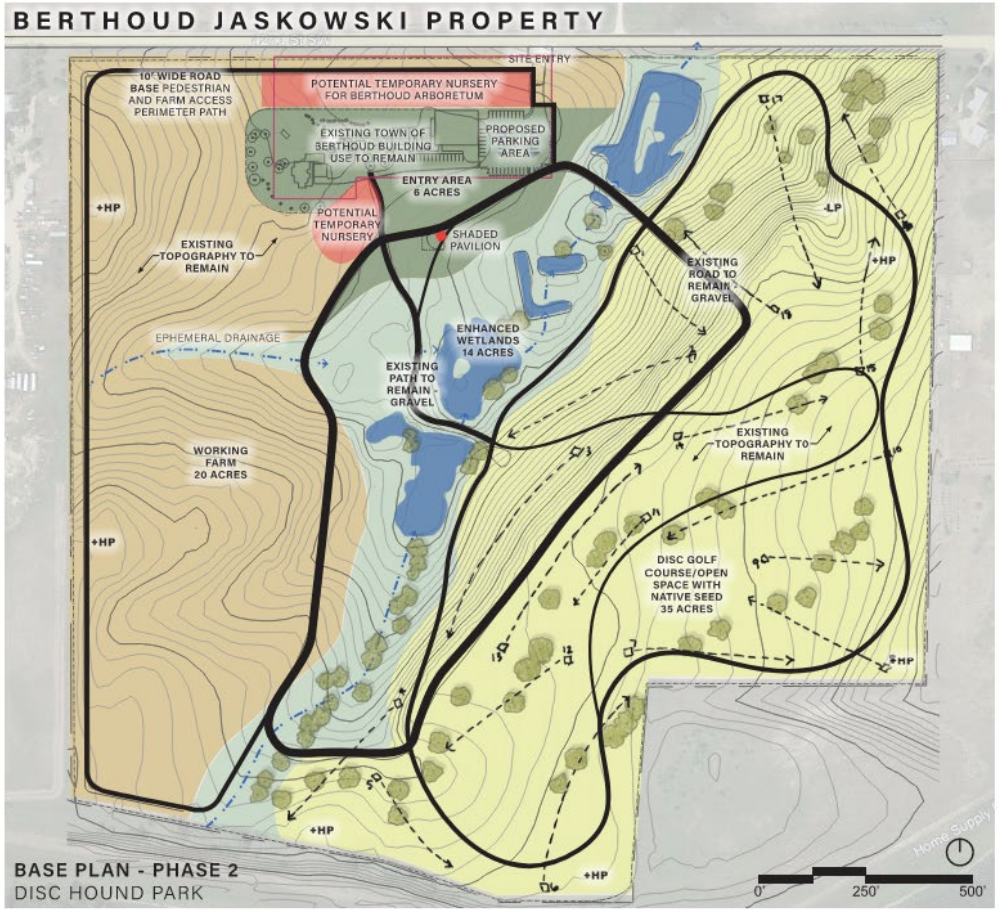


DOG TRAINING IN PONDS



20-ACRE WORKING FARM

Conceptual Design



PHASE 2 FEATURES

IN PHASE 2, THE PROPERTY OPENS TO SPLIT OFF-LEASH DOG TRAINING AND DISC GOLF THAT ARE PERMITTED ON ALTERNATING DAYS.

- 35 ACRE 18-HOLE DISC GOLF COURSE / OPEN SPACE WITH NATIVE SEED (POTENTIAL FOR WILDFLOWER, SUNFLOWER, CLOVER...ETC. FIELDS)
- 14 ACRES OF ENHANCED WETLANDS AND PONDS
- ADD TREES AND NECESSARY IRRIGATION
- ASSESS BERTHOUD BUILDING USES AND NEEDS



18-HOLE DISC GOLF COURSE



SHADE SHELTER



ENHANCED WETLANDS

Board Considerations

1. Finalizing Construction Documents – Staff completes CD's & post project for public bid.

2. Disc Golf – Keep as Phase 2 option to discuss with board following opening for trail use.

3. Retriever Dog Training – Bring programming details beyond trail usage to a future board meeting.

4. Site Name – Jaskowski Open Space – Bring to PORT Committee