



Board of Trustees Regular Meeting

**807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, July 14, 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. July 14, 2026 Meeting Agenda**
 - b. June 30, 2026 Meeting Minutes**
 - c. May 2026 Financial Information**
 - d. Contract Regarding Purchase of Land Owned by Thompson School District**
 - 2. Presentation: Larimer County Growth Management Area Boundary IGA Update (30 Min)**
 - 3. Water Efficiency Plan Presentation and Feedback Before Public Review (20 Min)**
 - 4. Berthoud Arboretum Cost Reduction Update (30 Min)**
 - 5. Mountain Vista Park Cost Reduction and Financing (45 Min)**

July 14, 2026, Meeting Agenda

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

6. **Proposition 123 — Town of Berthoud 3-Year Commitment Update** (20 Min)
7. **Public Hearing: Tundra Flats Application for Neighborhood Master Plan and Change of Zone** (20 Min)
8. **Establish an Interview Committee to Fill Vacancy on the Planning Commission** (5 Min)
9. **Elected Official Reports** (20 Min)
 - a. Town Board -
 - b. Mayor -
 - c. Staff - Town Administrator, Attorney

VI. Executive Session

To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), concerning the Revere development.

VII. Executive Session

To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), concerning the Farmstead development.

VIII. Adjourn

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

July 14, 2026, Meeting Agenda

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BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	July 14, 2026
Agenda Title/Subject:	Consent Agenda
Type of Item:	Regular Item
Purpose:	The Consent Agenda contains routine items that can be approved with a single action by the Board.
Presented by:	Christian Samora

ATTACHMENTS:

- July 14, 2026, Meeting Agenda
- June 30, 2026, Meeting Minutes
- May 2026 Financial Information
- Contract Regarding Purchase of Land Owned by Thompson School District

BACKGROUND:

The Consent Agenda consists of routine matters that may be approved with a single motion and vote. Prior to consideration of the Consent Agenda, the Mayor will ask whether any Board Member wishes to remove an item for separate discussion. Any item removed from the Consent Agenda shall be considered immediately following adoption of the amended Consent Agenda.

UPDATE/NEXT STEPS:

Any updates or required next steps related to items on the Consent Agenda will be outlined in the information sheet accompanying each item.

FISCAL IMPACT AND FUND SOURCE:

Any fiscal information related to items on the Consent Agenda will be outlined in the information sheet accompanying each item.

COMMUNITY TOUCHSTONES:

Any applicable Community Touchstones related to items on the Consent Agenda will be outlined in the information sheet accompanying each item.

RECOMMENDED ACTION(S):

A member of the Town Board may “Move to combine and approve the items on the Consent Agenda.”

Followed by a second and a vote.



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Board of Trustees Meeting Minutes

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

6/30/2026 – Minutes

I. Call to Order

Mayor Karspeck called the meeting to order at 6:31 PM.

II. Pledge of Allegiance

Mayor Karspeck led the Pledge of Allegiance.

III. Roll Call

The following Board members were present:

Trustee Karen Anderson
Trustee Casey Grace
Trustee Arno Olbricht
Mayor Pro-Tem May Soricelli-Albrecht
Mayor Will Karspeck

The following Board members were absent:

Trustee Sean Murphy
Trustee Brett Wing

The following staff members were present:

Town Attorney Nicholas Hartman
Town Administrator Chris Kirk
Town Clerk Christian Samora
Deputy Town Clerk Lexi Dovel
Larimer County Sheriff Sergeant Justin Williamson
Water Resources Administrator Alex Tennant
Director of Finance Cindy Leach
GIS Analyst Nathan Gabbard
Planner Bella Manzo
Planning Manager Tawn Hillenbrand

Public Works Operational Manager Keith Knoll

IV. Citizen Participation

Brian Laak deferred his allotted speaking time to Rick Rupp, providing Rupp with a total of 5 minutes for public comment. Rupp discussed the results of the 2024 PORT Community Survey and expressed concern regarding the lack of budget prioritization for the improvement and expansion of the Town's trail system.

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.

Trustee Grace requested items "d", "e", and "g" be removed from the Consent Agenda for individual consideration.

Trustee Anderson also requested items "d" and "g" be removed.

Mayor Pro-Tem Soricelli-Albrecht moved to combine and approve the items on the Consent Agenda minus items "d", "e", and "g". Trustee Anderson seconded the motion. In a 5-0 roll call vote, the motion Passed.

The Board had further discussion on item "d. Conflict Waiver Regarding Lyons Gaddis Representation of the Town of Berthoud and the Town of Erie" specifically addressing the safeguards that will be implemented to ensure information remains segregated within the law firm. Board members requested that future conflict waiver letters include specific information outlining the processes and safeguards that will be used.

Trustee Olbricht moved to approve item "d". Mayor Pro-Tem Soricelli-Albrecht seconded the motion. In a 5-0 roll call vote, the motion Passed.

The Board had further discussion on item "e. Agreement Between the Town of Berthoud and the Town of Erie for the Lease of CBT Water Rights" focusing on the delivery and use of the water. Water Resources Administrator Alex Tennant provided additional information regarding the proposed water use.

Trustee Anderson moved to approve item "e". Trustee Grace seconded the motion. In a 5-0 roll call vote, the motion Passed.

The Board had further discussion on item "g. Fee Forgiveness Request - Habitat for Humanity". Trustee Anderson recused herself from the discussion and associated vote due to her position as Co-President of the Habitat for Humanity Board of Directors. Trustee Grace requested clarification regarding the fee waiver, including the total amount proposed to be waived.

Mayor Pro-Tem Soricelli-Albrecht moved to approve item "g". Trustee Grace seconded the motion. In a 4-0 roll call vote, the motion Passed.

Mayor Karspeck acknowledged the passing of two Larimer County Sheriff officers, Deputy Ethan Powers and Sergeant Jeremy Coleman, and called for a moment of silence in their honor.

- 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

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

Director of Finance Cindy Leach gave an introduction to the 2025 Audit.

Wade Fisher with Hinkle & Company provided an overview of the audit process, including the scope of the audit and the findings of the 2025 Audit. Fisher noted that the 2025 Audit identified no deficiencies or material weaknesses.

Trustee Anderson requested clarification regarding interfund transactions and identified an error on page 45 related to material weaknesses.

Trustee Anderson moved to accept the 2025 Audited Financial Statements as presented. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. In a 5-0 roll call vote, the motion Passed.

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

GIS Analyst Nathan Gabbard presented an overview of the PSD Citywide software, including background information, the implementation process, anticipated benefits to the Town, and next steps.

The Board requested additional information regarding the contract, including the agreement terms, performance expectations, remedies for nonperformance, and the data extraction process. Trustees also requested clarification regarding current out-of-scope integrations, potential future integrations, and the implementation, training and payment timelines. The Board requested a future update on the project's progress.

Trustee Grace moved to approve the contract with PSD Citywide and authorize the Mayor

to execute the contract. Trustee Anderson seconded the motion. In a 5-0 roll call vote, the motion Passed.

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

Mayor Karspeck opened the Public Hearing.

Planner Bella Manzo presented the major alteration request for 224 Mountain Avenue and provided the criteria for approval for the Board's consideration.

Applicant, Andrew Wayland of the Berthoud Historical Society, provided additional historical context regarding the structure and further details on the proposed alteration.

Mayor Karspeck opened the public comment portion of the Public Hearing.

No one spoke during public comment.

Mayor Karspeck closed public comment.

Trustee Olbricht moved to approve Resolution 2026-16, a Resolution approving the request for major alterations to the designated Historic Landmark at 224 Mountain Avenue.

Trustee Grace seconded the motion. In a 5-0 roll call vote, the motion Passed.

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

Mayor Karspeck opened the Public Hearing.

Planning Manager Tawn Hillenbrand reported that there have been no changes to the proposed ordinance since its introduction at the previous meeting.

Trustee Anderson moved to approve Ordinance 1383, an Ordinance of the Town of Berthoud Amending the Landscape Design Guidelines in consideration of the newly adopted 2025 Colorado Wildfire Resiliency Code, with updates to the Ordinance date and section numbers. Trustee Grace seconded the motion. In a 5-0 roll call vote, the motion Passed.

6. Newell Farm Park Master Plan (30 Min)

Trustee Grace requested that the PORT Committee's recommendations be read aloud into the record and recused herself from the discussion and associated vote.

Public Works Operational Manager Keith Knoll provided background information on the history of Newell Farm Park and the conceptual design process. Tyler Kiggins with Wenk Associates provided additional details regarding the Master Plan concept design.

The Board inquired about public education and participation relating to the project, noise buffering between the proposed amphitheater and the adjacent neighborhood, events and other

park amenities, potential sponsorships and outside funding sources, parking, and the future performing arts center.

Mayor Karspeck opened the item to public comment.

Sarah Lincoln and Butch Hause spoke in support of the design concept. Hause offered assistance with testing for sound leakage and requested signage on the property to inform the public about the project.

Mayor Karspeck closed public comment.

After additional discussion, the following motion was made:

Trustee Anderson moved to approve the Newell Farm Park Preferred Concept Master Plan and directed staff to pursue a community survey and sponsorship opportunities. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. In a 4-0 roll call vote, the motion Passed.

Mayor Karspeck called for a 5-minute break.

7. Jaskowski Property Update (30 Min)

Public Works Operational Manager Keith Knoll provided an update on the Jaskowski property, including potential uses for the site.

The Board inquired about park usage and amenities, as well as budget appropriations and project timing.

Mayor Karspeck opened the item to public comment.

Dave Heldt and Wes Dillon with the Platte Valley Hunting Retriever Club spoke regarding potential retriever training on the property. Dillon requested a variance to allow the Club to use the property for an event on August 22, 2026.

Mayor Karspeck closed public comment.

Trustees requested additional information from the Platte Valley Hunting Retriever Club regarding their training practices and agreements with other entities. Dave Heldt and Joe Soucek provided the requested information.

Trustee Anderson moved to direct staff to proceed with finalizing the construction documents, coordinate with the Platte Valley Hunting Retriever Club regarding use of the property on August 22, and designate the property as "Jaskowski Open Space". Trustee Grace seconded the motion. In a 5-0 roll call vote, the motion Passed.

8. Elected Official Reports (20 Min)

a. Town Board -

Trustee Grace expressed concern over parking along Welch Street near Town Park obstructing visibility at intersections and requested consideration of limiting parking near corners and

intersections. Grace reported on the recent Colorado Municipal League (CML) Conference, including discussions with officials from neighboring municipalities and sessions on unique funding sources for small towns and on data center moratoriums. Additionally, Grace provided a recap of the Board's Strategic Planning Session, noting that the Board's primary objectives for the year include economic development, communication and transparency, and financial sustainability.

Trustee Olbricht noted the Board's upcoming tour of Town-owned facilities on July 1, and inquired about any Town concerns over the upcoming firework display at the TPC Golf Course.

Trustee Anderson reported on a citizen concern regarding rumors of data centers coming to Town. Anderson also reported on Habitat for Humanity's Good Neighbor event scheduled for July 9, 2026, the upcoming Library book sale in August, and the recent Supreme Court ruling in *Kavanaugh v. Telluride* and its potential impact on the citizen initiative process. Anderson also inquired about price thresholds and criteria under which a contract must be presented to the Board for approval rather than being executed by the Town Administrator alone.

Mayor Pro-Tem Soricelli-Albrecht discussed wildfire prevention and community concerns regarding wildfires. Soricelli-Albrecht reported on the Larimer County Sheriff's Office online illegal firework reporting tool. Sergeant Williamson provided additional information on the Sheriff's Office response process for firework-related calls. Soricelli-Albrecht thanked staff for adding timestamps to videos of previous meetings.

Three Board members, Trustee Grace, Trustee Anderson, and Mayor Pro-Tem Soricelli-Albrecht, expressed support for bringing forward a discussion on a data center moratorium at a future meeting.

The Board discussed Study Sessions and scheduling. A Study Session is scheduled for August 4, 2026 to discuss the Strategic Action Plan and meeting management.

b. Mayor -

Mayor Karspeck reported on a recent Larimer County regional meeting regarding the Poudre Trail connection, and on the recent CML conference.

c. Staff - Town Administrator, Attorney

Sergeant Williamson reported that the Loveland Police Department and Colorado State Patrol will assist with law enforcement coverage in Town while the Larimer County Sheriff's Office attends funeral services for the two officers.

VI. Adjourn

The meeting was adjourned at 10:23 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

TOWN OF BERTHOUD AT A GLANCE

Monthly Report MAY 2026

- Sales & Use Tax revenue is 18% **over** budget for the month of May; \$1,145,642 was received and \$970,812 was budgeted.
- Town Revenue through May including transfers between funds is 19% **under** budget for 2026.
- Town Expenditures through May are 37% **under** budget for 2026.

Sales Tax Review

MAY	Berthoud Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined Total
2026	859,401.96	172,797.02	113,443.47	1,145,642.45
2025	743,442.00	159,936.29	82,206.80	958,880.92
2024	731,074.09	153,210.75	381,379.71	1,229,868.74
2023	716,0535.00	161,645.00	162,509.92	988,870.11

SALES TAX YEAR-TO-DATE FOR 2026

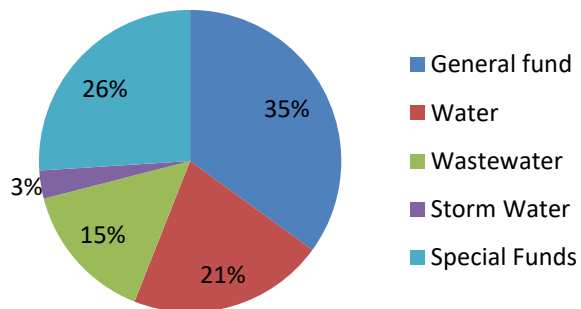
\$ 5,765,837.13

COMBINED STATEMENT OF REVENUES AND EXPENDITURES
MAY 2026

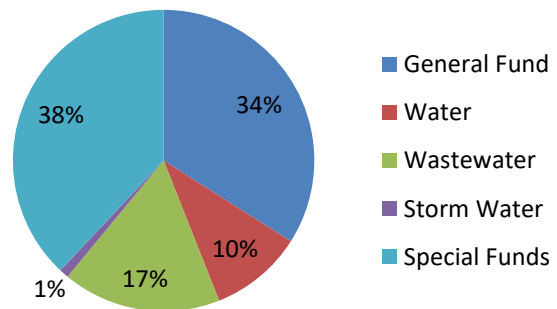
REVENUE	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	1,712,292	5,993,635	5,534,000	108%	45%
Water	670,841	3,625,119	3,513,179	103%	43%
Wastewater	517,220	2,659,949	6,328,054	42%	18%
Storm Water	112,064	587,451	431,083	136%	57%
Special Funds	1,138,627	4,447,548	5,504,413	81%	34%
TOTAL REVENUE	4,151,044	17,313,702	21,310,729	81%	34%
Capital Projects	2,045,833	10,229,167	21,895,833	47%	19%

EXPENDITURES	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	1,628,516	8,276,284	9,445,683	88%	37%
Water	494,626	2,569,161	7,547,477	34%	14%
Wastewater	1,076,686	4,234,369	9,587,488	44%	18%
Storm Water	9,116	107,136	1,163,038	9%	4%
Special Funds	2,08,325	9,445,568	11,463,390	82%	34%
TOTAL EXPENDITURES	5,257,269	24,632,518	39,207,076	63%	26%
Capital Projects	146,593	729,480	16,208,333	4%	2%

Revenue



Expenditures

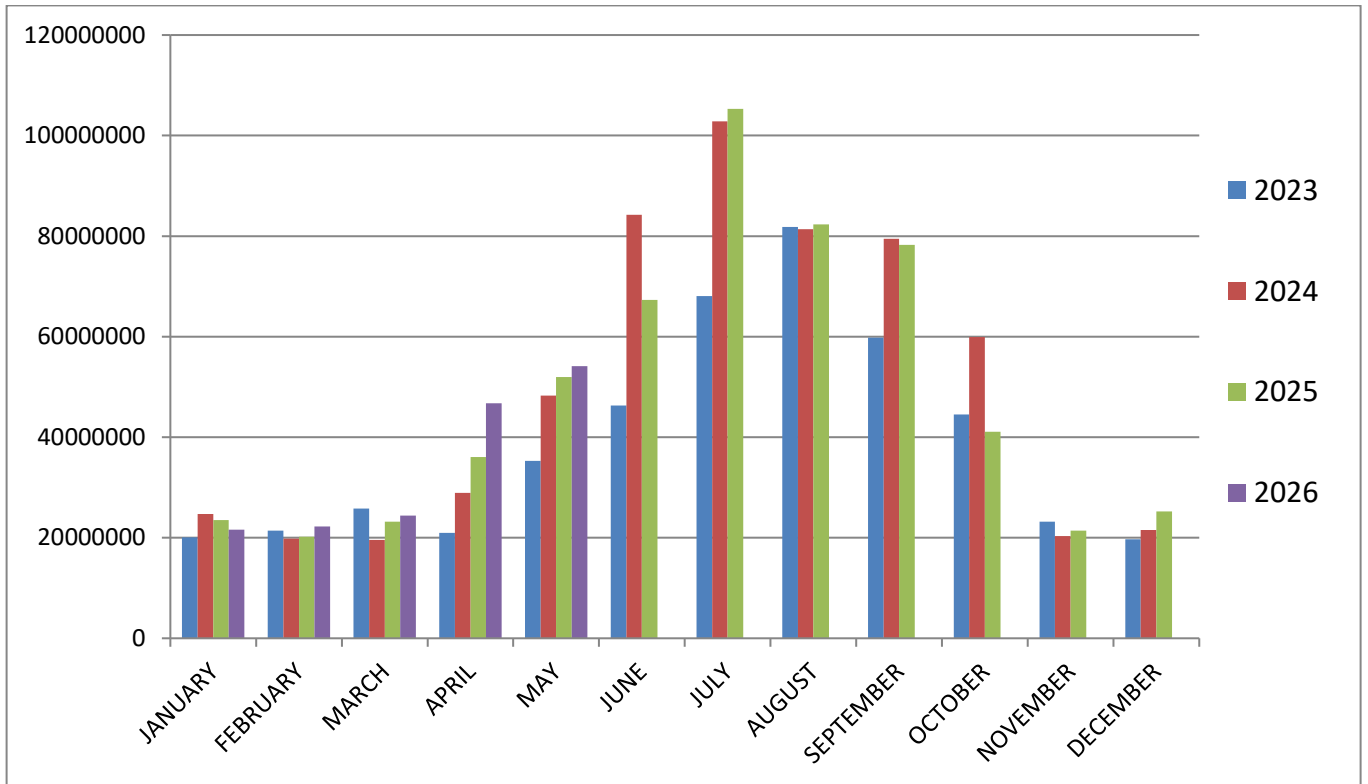


2026

	YEAR TO DATE TOTALS THRU MAY 2026
Single Family Permits	83
Overall Permit Total	310
Water Gallons Billed	169,144,000
Passports	349
Cemetery	13 Funerals

Building Permit & Permit Valuation by Year & 2024 YTD					
	2022	2023	2024	2025	2026 YTD
Single-Family home permits	222	220	238	172	83
All permits (roofing, decks, additions, etc.)	809	748	1078	868	310
Total Permit Value	\$164,526,847	\$119,408,321	\$135,242,724	\$126,832,292	\$57,886,573

BERTHOUD WATER USAGE



Personnel Summary

	Full-time	Part-time	Seasonal
Administration	13	1	
Code Enforcement	2		
Economic Development	1		
Planning-Building	4	3	
Engineering	4		
Streets	6		
Recreation	4		
Rec Center	6	92	
Parks-Forestry	14		
BATS	1	1	
Water-Wastewater	10		

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



BILLS SUMMARY MAY 2026 FINAL

BILLS ALLOWED

TOTAL BILLS	\$	1,853,852
NET PAYROLL	\$	395,472

Mayor William Karspeck

Trustee May Albrecht

Trustee Karen Anderson

Trustee Casey Grace

Trustee Sean Murphy

Trustee Arno Olbricht

Trustee Brett Wing

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1100200400							
50126300							
05/26	05/01/2026	501263	Allstate	MAY 2026	11-00-200400	Insurance Payable	1,004.67
50126301							
05/26	05/01/2026	501263	CIGNA	MAY 2026	11-00-200400	Insurance Payable	76,545.88
50126302							
05/26	05/01/2026	501263	Guardian	MAY 2026	11-00-200400	Insurance Payable	7,632.90
Total 1100200400:							85,183.45
1100410300							
81668							
05/26	05/31/2026	81668	Town of Johnstown	MAY 2026	11-00-4103-00	Sales Tax-General	6,115.13
Total 1100410300:							6,115.13
1100420900							
81486							
05/26	05/18/2026	81486	Pacheco, Armando	600234	11-00-4209-00	Restitution	250.00
Total 1100420900:							250.00
1100465500							
81216							
05/26	05/12/2026	81216	Asher Architects + Enginee	SIGN DEPO	11-00-4655-00	Sign Deposit	350.00
Total 1100465500:							350.00
1101500941							
81602							
05/26	05/28/2026	81602	Leader's Edge Consulting I	2675	11-01-5009.41	Travel/Training-Board	2,995.00
Total 1101500941:							2,995.00
1101501001							
81215							
05/26	05/11/2026	81215	Quadient, Inc	05042026	11-01-5010.01	Office Supplies-General Office	1,404.00
81392							
05/26	05/06/2026	81392	Digital Print Resources Inc	22412	11-01-5010.01	Office Supplies-General Office	961.40
81461							
05/26	05/07/2026	81461	Pioneer Press of Greeley	Multiple	11-01-5010.01	Office Supplies-General Office	668.00
81521							
05/26	05/14/2026	81521	Awards Unlimited	40269	11-01-5010.01	Office Supplies-General Office	90.36
81526							
05/26	05/14/2026	81526	Culligan of Cheyenne	93890	11-01-5010.01	Office Supplies-General Office	85.00
Total 1101501001:							3,208.76
1101501101							
81473							
05/26	05/07/2026	81473	Voice Exchange (Paragon	60405-46030	11-01-5011.01	Telephone-General Office	44.80
81482							
05/26	05/18/2026	81482	CenturyLink Business Serv	784520099	11-01-5011.01	Telephone-General Office	20.00
Total 1101501101:							64.80

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1101501501							
81447							
05/26	05/07/2026	81447	Healthiest You Inc	2026057097	11-01-5015.01	Insurance	1,105.50
Total 1101501501:							1,105.50
1101502001							
81430							
05/26	05/07/2026	81430	BHA Design, Inc.	2552-1	11-01-5020.01	Professional Services-Admin	5,000.00
Total 1101502001:							5,000.00
1101502103							
81601							
05/26	05/28/2026	81601	Law Offices of Sunita Shar	2466-A	11-01-5021.03	Municipal Judge	1,500.00
Total 1101502103:							1,500.00
1101502202							
81504							
05/26	05/27/2026	81504	Cardmember Service	APRIL26	11-01-5022.02	Election Judge	30,071.34
Total 1101502202:							30,071.34
1101502302							
81581							
05/26	05/21/2026	81581	Pioneer Press of Greeley	108474	11-01-5023.02	Election Supplies	184.00
Total 1101502302:							184.00
1101502801							
81382							
05/26	05/06/2026	81382	Docusign, Inc	11110065986	11-01-5028.01	Records Management	7,722.00-
81594							
05/26	05/28/2026	81594	DataShield	0194057	11-01-5028.01	Records Management	86.00
Total 1101502801:							7,636.00-
1101503800							
81446							
05/26	05/07/2026	81446	Hays Market	APRIL26	11-01-5038.00	Administrative Expenses	48.86
Total 1101503800:							48.86
1101503801							
81570							
05/26	05/21/2026	81570	Imaging Spectrum	69520	11-01-5038.01	Passport Expense	554.83
Total 1101503801:							554.83
1101504003							
81556							
05/26	05/21/2026	81556	Bell, Boge & Associates	42644	11-01-5040.03	Attorney-Municipal Court	1,898.99
Total 1101504003:							1,898.99

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1101504103							
81586							
05/26	05/21/2026	81586	Voiance Language Service	0889460426	11-01-5041.03	Court Expenses	12.42
Total 1101504103:							12.42
1101504501							
81505							
05/26	05/27/2026	81505	Berthoud Pizza Company	TRAINING 5-	11-01-5045.01	Safety Committee	312.13
Total 1101504501:							312.13
1101504601							
81484							
05/26	05/18/2026	81484	Murphy, Sean	UNIFORM 5-	11-01-5046.01	Uniforms	153.65
Total 1101504601:							153.65
1101508907							
81589							
05/26	05/21/2026	81589	Z's Home & Office Cleanol	1664	11-01-5089.07	Janitorial Service & Supplies	1,150.00
Total 1101508907:							1,150.00
1101509501							
81553							
05/26	05/21/2026	81553	Anchor Network Solutions,	Multiple	11-01-5095.01	Computer Maintenance/Replace	5,232.35
81571							
05/26	05/21/2026	81571	Insight Public Sector, Inc.	0339966956	11-01-5095.01	Computer Maintenance/Replace	3,366.30
81590							
05/26	05/28/2026	81590	Anchor Network Solutions,	61542	11-01-5095.01	Computer Maintenance/Replace	7,950.00
Total 1101509501:							16,548.65
1101509701							
81559							
05/26	05/21/2026	81559	CivicPlus	357810	11-01-5097.01	Webpage	8,116.76
Total 1101509701:							8,116.76
1101525201							
81493							
05/26	05/26/2026	81493	Open Stage Denver	2026 DEPOS	11-01-5252.01	Community Events	1,425.00
Total 1101525201:							1,425.00
1101525607							
81574							
05/26	05/21/2026	81574	Larimer Co Solid Waste	Multiple	11-01-5256.07	Clean Up Day	9,203.20
Total 1101525607:							9,203.20
1102501304							
81455							
05/26	05/07/2026	81455	Mainstreet Car Care & Qui	Multiple	11-02-5013.04	Vehicle Maint-Code Enf	451.03

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1102501304:							451.03
1102503404							
81457							
05/26	05/07/2026	81457	NOCO Humane	1064	11-02-5034.04	Animal Control	3,737.58
Total 1102503404:							3,737.58
1103501101							
81489							
05/26	05/26/2026	81489	Complete Wireless Technol	69314	11-03-5011.01	Telephone	165.00
81525							
05/26	05/14/2026	81525	Complete Wireless Technol	69663	11-03-5011.01	Telephone	165.00
Total 1103501101:							330.00
1103501202							
81227							
05/26	05/12/2026	81227	XCEL Energy	Multiple	11-03-5012.02	Utilities-Street Lights	173.86
81605							
05/26	05/28/2026	81605	Poudre Valley REA	MAY26-2	11-03-5012.02	Utilities-Street Lights	8,256.65
81607							
05/26	05/28/2026	81607	XCEL Energy	MAY2026	11-03-5012.02	Utilities-Street Lights	10,338.34
Total 1103501202:							18,768.85
1103501406							
81529							
05/26	05/14/2026	81529	Kwik Korner	APRIL26	11-03-5014.06	Gas & Oil	1,343.47
81532							
05/26	05/14/2026	81532	MAC Equipment INC	545459	11-03-5014.06	Gas & Oil	193.35
Total 1103501406:							1,536.82
1103503602							
81517							
05/26	05/14/2026	81517	21st Century Equipment	P43553	11-03-5036.02	Heavy Duty Veh/Equip Maint	509.79
81544							
05/26	05/14/2026	81544	Wear Parts & Equip CO	Multiple	11-03-5036.02	Heavy Duty Veh/Equip Maint	3,786.48
81551							
05/26	05/21/2026	81551	4Rivers Equipment	Multiple	11-03-5036.02	Heavy Duty Veh/Equip Maint	2,915.13
Total 1103503602:							7,211.40
1103504102							
81542							
05/26	05/14/2026	81542	United Rentals	2601245701-	11-03-5041.02	Equipment Rental	776.00
Total 1103504102:							776.00
1103504506							
81222							
05/26	05/12/2026	81222	Republic Services	Multiple	11-03-5045.06	Shop Operations	1,445.64
81490							
05/26	05/26/2026	81490	DH Pace Company	Multiple	11-03-5045.06	Shop Operations	1,077.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81519							
05/26	05/14/2026	81519	Air Comfort	101654	11-03-5045.06	Shop Operations	1,210.00
81534							
05/26	05/14/2026	81534	Mountain View Commercial	Multiple	11-03-5045.06	Shop Operations	451.17
81564							
05/26	05/21/2026	81564	Fastenal Company	COGRE1970	11-03-5045.06	Shop Operations	821.56
81600							
05/26	05/28/2026	81600	Larimer Co Solid Waste	Multiple	11-03-5045.06	Shop Operations	550.44
Total 1103504506:							5,555.81
1103504601							
81217							
05/26	05/12/2026	81217	Cervantes, Armo	UNIFORM 4-	11-03-5046.01	Uniforms	244.88
Total 1103504601:							244.88
1103504704							
81541							
05/26	05/14/2026	81541	Trinity Group Companies	29107	11-03-5047.04	Signs & Signage	1,400.00
Total 1103504704:							1,400.00
1104504622							
81578							
05/26	05/21/2026	81578	MI Sports and Casuals	Multiple	11-04-5046.22	Uniforms-Youth Baseball	446.40
Total 1104504622:							446.40
1104504822							
81565							
05/26	05/21/2026	81565	Fort Collins Baseball Club	APRIL2026	11-04-5048.22	Team Fees-Youth Baseball	425.00
Total 1104504822:							425.00
1104505555							
81498							
05/26	05/26/2026	81498	Tang Soo Do Concepts LL	35715	11-04-5055.55	Clinics-Additional Programs	588.00
Total 1104505555:							588.00
1106510606							
81502							
05/26	05/27/2026	81502	Dubois, Brian	ICSC 2026	11-06-5106.06	Travel-Business Prospecting	283.26
Total 1106510606:							283.26
1106510806							
81518							
05/26	05/14/2026	81518	AdSortium, LLC	Multiple	11-06-5108.06	Business Relations-Development	2,000.00
81527							
05/26	05/14/2026	81527	Heron Lakes Golf Operatio	MAY26	11-06-5108.06	Business Relations-Development	4,852.60
Total 1106510806:							6,852.60
1106511206							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81557							
05/26	05/21/2026	81557	Berthoud Weekly Surveyor	001	11-06-5112.06	Marketing	1,700.00
Total 1106511206:							1,700.00
1107500901							
81212							
05/26	05/11/2026	81212	Express Toll	2111824773	11-07-5009.01	Travel/Training	2.05
Total 1107500901:							2.05
1107501101							
81599							
05/26	05/28/2026	81599	Hilltop Broadband	309580	11-07-5011.01	Telephone	259.84
Total 1107501101:							259.84
1107501209							
81537							
05/26	05/14/2026	81537	Poudre Valley REA	MAY2026	11-07-5012.09	Utilities-facilities/gen parks	1,656.55
Total 1107501209:							1,656.55
1107501309							
81585							
05/26	05/21/2026	81585	University Auto Parts-NAP	Multiple	11-07-5013.09	Vehicle Maint-General Park	734.64
Total 1107501309:							734.64
1107504409							
81448							
05/26	05/07/2026	81448	Helena Agri-Enterprises, L	402432951	11-07-5044.09	Fertilizer/Chemicals-gen parks	91.00
Total 1107504409:							91.00
1107504601							
81224							
05/26	05/12/2026	81224	Ryan, Connor	UNIFORM 4-	11-07-5046.01	Uniforms	191.96
81483							
05/26	05/18/2026	81483	Johnson, Kaleb	UNIFORM 5-	11-07-5046.01	Uniforms	142.10
81485							
05/26	05/18/2026	81485	Visger, Dawson	UNIFORM 5-	11-07-5046.01	Uniforms	100.65
81488							
05/26	05/26/2026	81488	Chard, Coleton	UNIFORM 5-	11-07-5046.01	Uniforms	213.34
81491							
05/26	05/26/2026	81491	Garcia Villarreal, Kevin	UNIFORM 5-	11-07-5046.01	Uniforms	197.97
81596							
05/26	05/28/2026	81596	Gonzo Screen Printing	12799	11-07-5046.01	Uniforms	338.00
Total 1107504601:							1,184.02
1107504804							
81476							
05/26	05/07/2026	81476	Metro Fence Company	Multiple	11-07-5048.04	Ballfield Maintenance	2,948.80
Total 1107504804:							2,948.80

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1107504904							
81561							
05/26	05/21/2026	81561	DBC Irrigation Supply	Multiple	11-07-5049.04	Irrigation Repair-Ball Fields	4,482.43
Total 1107504904:							4,482.43
1107505402							
81470							
05/26	05/07/2026	81470	Uline	207280709	11-07-5054.02	Trash-Admin	1,182.07
Total 1107505402:							1,182.07
1107505503							
81451							
05/26	05/07/2026	81451	Jones Excavating & Plumbi	Multiple	11-07-5055.03	Restroom Maintenance	2,431.61
Total 1107505503:							2,431.61
1107505704							
81460							
05/26	05/07/2026	81460	Pioneer Mfg. Co./ Pioneer	295305	11-07-5057.04	Repair/Supplies-Ball Fields	1,632.46
Total 1107505704:							1,632.46
1107505709							
81226							
05/26	05/12/2026	81226	Uline	203931263	11-07-5057.09	Repair/Supplies-General Park	1,382.34
81444							
05/26	05/07/2026	81444	Ground Solutions	122691	11-07-5057.09	Repair/Supplies-General Park	13,545.00
81572							
05/26	05/21/2026	81572	Integrated Site Services In	4019	11-07-5057.09	Repair/Supplies-General Park	1,312.50
Total 1107505709:							16,239.84
1107505902							
81606							
05/26	05/28/2026	81606	Vector Disease Control Inte	PL-A000185	11-07-5059.02	Insect Control	7,993.12
Total 1107505902:							7,993.12
1107506008							
81563							
05/26	05/21/2026	81563	Evangeline Specialties Inc.	62907	11-07-5060.08	Seasonal Decorations	5,189.78
81575							
05/26	05/21/2026	81575	Lefthand Printworks	Multiple	11-07-5060.08	Seasonal Decorations	1,836.00
Total 1107506008:							7,025.78
1107509203							
81429							
05/26	05/07/2026	81429	Belson Outdoors	393758	11-07-5092.03	Main Street Maintenance	7,316.94
81567							
05/26	05/21/2026	81567	Gulley Greenhouse & Gard	321038	11-07-5092.03	Main Street Maintenance	2,562.40
Total 1107509203:							9,879.34

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1108501003							
81427							
05/26	05/07/2026	81427	Awards Unlimited	40381	11-08-5010.03	Office Supplies	74.60
81554							
05/26	05/21/2026	81554	Awards Unlimited	40464	11-08-5010.03	Office Supplies	114.60
Total 1108501003:							189.20
1108521502							
81538							
05/26	05/14/2026	81538	ProCode, Inc.	3738648	11-08-5215.02	Contract Inspections	44,165.15
Total 1108521502:							44,165.15
1110512800							
81546							
05/26	05/14/2026	81546	Wilson & Company, Inc.	149809	11-10-5128.00	3rd & Massachusetts	485.00
Total 1110512800:							485.00
1110513100							
81535							
05/26	05/14/2026	81535	Nine dot Arts	3448	11-10-5131.00	Public arts projects	5,250.00
Total 1110513100:							5,250.00
1111501006							
81558							
05/26	05/21/2026	81558	Business Equipment Servic	262462	11-11-5010.06	Office Supplies	150.00
Total 1111501006:							150.00
1111518603							
81522							
05/26	05/14/2026	81522	Ayres Associates Inc	228255	11-11-5186.03	Development Code Updates	3,286.20
Total 1111518603:							3,286.20
1111518902							
81220							
05/26	05/12/2026	81220	Prairie Mountain Media	451922	11-11-5189.02	DEVELOPMENT REVIEW	620.37
81555							
05/26	05/21/2026	81555	Baseline Engineering Corp.	Multiple	11-11-5189.02	DEVELOPMENT REVIEW	6,133.00
Total 1111518902:							6,753.37
1112501201							
81499							
05/26	05/26/2026	81499	XCEL Energy	977607775	11-12-5012.01	Utilities	1,396.65
Total 1112501201:							1,396.65
1112501702							
81524							
05/26	05/14/2026	81524	Clear Shine Window Cleani	17031	11-12-5017.02	Building Maintenance-Maint	30.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1112501702:							30.00
1112501901							
81503							
05/26	05/27/2026	81503	Shums Coda Associates	20440	11-12-5019.01	Elevator Maintenance	220.00
Total 1112501901:							220.00
1112503901							
81481							
05/26	05/18/2026	81481	Berthoud Village Shopping	Multiple	11-12-5039.01	HOA Fees	8,790.46
Total 1112503901:							8,790.46
1113502001							
81459							
05/26	05/07/2026	81459	Picture This Creative Servi	241-R-0038	11-13-5020.01	Prof Services-Community	300.00
81531							
05/26	05/14/2026	81531	Locality Studio LLC	401	11-13-5020.01	Prof Services-Community	1,839.94
Total 1113502001:							2,139.94
1114502001							
81383							
05/26	05/06/2026	81383	Fehr & Peers	194625	11-14-5020.01	Prof Serv-Engineering	8,941.70-
81595							
05/26	05/28/2026	81595	Fehr & Peers	195584	11-14-5020.01	Prof Serv-Engineering	3,295.00
Total 1114502001:							5,646.70-
2000504002							
81547							
05/26	05/14/2026	81547	ZWR LLC	1012	20-00-5040.02	Attorney Fees	1,187.50
Total 2000504002:							1,187.50
2000510302							
81464							
05/26	05/07/2026	81464	Spheros Environmental	Multiple	20-00-5103.02	Consultant Fees	25,489.25
Total 2000510302:							25,489.25
2000510602							
81445							
05/26	05/07/2026	81445	Handy Ditch Company	05042026	20-00-5106.02	Ditchwide Study	25,000.00
Total 2000510602:							25,000.00
2000510800							
81450							
05/26	05/07/2026	81450	Intera Incorporated	03-26-238	20-00-5108.00	Water Conservation Program	2,853.00
Total 2000510800:							2,853.00
2100441000							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81385							
05/26	05/06/2026	81385	MENDOZA, HILDA	896.4	21-00-4410-00	Sale of Water	150.00
81389							
05/26	05/06/2026	81389	KRIEGER, CHARLES D	327.1	21-00-4410-00	Sale of Water	21.26
81390							
05/26	05/06/2026	81390	KRIEGER, JEFFREY M	327.1B	21-00-4410-00	Sale of Water	21.26
81391							
05/26	05/06/2026	81391	GORMAN, MARY T	327.1C	21-00-4410-00	Sale of Water	21.26
81393							
05/26	05/06/2026	81393	SCHRAMMA, LISA	327.1D	21-00-4410-00	Sale of Water	21.28
81394							
05/26	05/18/2026	81394	MARTIN, AUDRIANNA	9546.4B	21-00-4410-00	Sale of Water	189.88
81395							
05/26	05/26/2026	81395	CROCKER, JAMES L. & D	2203.4	21-00-4410-00	Sale of Water	130.90
81396							
05/26	05/26/2026	81396	HOUSE, bRANDON & RU	10626.2	21-00-4410-00	Sale of Water	94.50
81397							
05/26	05/26/2026	81397	STENSON. KIM H & LIND	9537.2	21-00-4410-00	Sale of Water	176.36
Total 2100441000:							826.70
2100443000							
81452							
05/26	05/07/2026	81452	Ken Garff Ford Greeley	32752	21-00-4430-00	Sale of Assets	64,850.00
Total 2100443000:							64,850.00
2100501101							
81449							
05/26	05/07/2026	81449	Hilltop Broadband	300663	21-00-5011.01	Telephone	205.04
81501							
05/26	05/27/2026	81501	Comcast	271416818	21-00-5011.01	Telephone	510.00
Total 2100501101:							715.04
2100501301							
81472							
05/26	05/21/2026	81472	Vermeer Colorado	40045762	21-00-5013.01	Vehicle Maintenance	.00
Total 2100501301:							.00
2100501501							
81433							
05/26	05/07/2026	81433	CIRSA	1004198	21-00-5015.01	Insurance	388.05
Total 2100501501:							388.05
2100502004							
81591							
05/26	05/28/2026	81591	Aqua Backflow, Inc	2026-0148	21-00-5020.04	Prof. Fees-Operator	360.00
Total 2100502004:							360.00
2100504601							
81218							
05/26	05/12/2026	81218	Gonzo Screen Printing	12786	21-00-5046.01	Uniforms	26.21

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81225							
05/26	05/12/2026	81225	Steuben, Cody	UNIFORM 4-	21-00-5046.01	Uniforms	277.82
Total 2100504601:							304.03
2100504701							
81458							
05/26	05/07/2026	81458	Northern Water	MAY2026	21-00-5047.01	Rental of Office Space	4,800.00
Total 2100504701:							4,800.00
2100504802							
81210							
05/26	05/11/2026	81210	Cintas First Aid & Safety	Multiple	21-00-5048.02	Safety Equipment	279.00
Total 2100504802:							279.00
2100505702							
80899							
05/26	05/14/2026	80899	Ferguson Waterworks	1665478	21-00-5057.02	Repair, Maint, Supp Dist	6,477.77-
81479							
05/26	05/14/2026	81479	Ferguson Waterworks	1665478	21-00-5057.02	Repair, Maint, Supp Dist	6,477.77
Total 2100505702:							.00
2100505703							
81173							
05/26	05/14/2026	81173	Stewart & Stevenson Powe	Multiple	21-00-5057.03	Repair, Maint, Supp Treat	2,880.00-
81539							
05/26	05/14/2026	81539	Ramey Environmental	Multiple	21-00-5057.03	Repair, Maint, Supp Treat	91,686.58
81566							
05/26	05/21/2026	81566	Goble Sampson Associate	13595	21-00-5057.03	Repair, Maint, Supp Treat	4,080.00
81598							
05/26	05/28/2026	81598	Hach Co.	14997031	21-00-5057.03	Repair, Maint, Supp Treat	1,406.77
81604							
05/26	05/28/2026	81604	Paul's Plumbing & Heating	Multiple	21-00-5057.03	Repair, Maint, Supp Treat	14,332.25
Total 2100505703:							108,625.60
2100506003							
81540							
05/26	05/14/2026	81540	Treatment Technology	197673	21-00-5060.03	Chemicals-Treatment	3,608.50
81583							
05/26	05/21/2026	81583	PVS DX INC	737001208-2	21-00-5060.03	Chemicals-Treatment	7,196.80
81584							
05/26	05/21/2026	81584	Riley Equipment Company	010966	21-00-5060.03	Chemicals-Treatment	14,987.98
Total 2100506003:							25,793.28
2100510603							
81471							
05/26	05/07/2026	81471	USA Bluebook	982674	21-00-5106.03	Lab Equipment/Supplies	349.01
Total 2100510603:							349.01
2100510902							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81441							
05/26	05/07/2026	81441	Core & Main	Multiple	21-00-5109.02	Meters-repairs	25,019.26
Total 2100510902:							25,019.26
2100527703							
81545							
05/26	05/14/2026	81545	Wesco Construction and S	2	21-00-5277.03	Plant improvements	26,684.62
Total 2100527703:							26,684.62
2100528500							
81573							
05/26	05/21/2026	81573	Intermountain Sales	33539	21-00-5285.00	Vac Trailer	23,900.88
Total 2100528500:							23,900.88
2300501005							
81219							
05/26	05/12/2026	81219	Office Depot	Multiple	23-00-5010.05	Office Supplies- Utility Billi	597.39
Total 2300501005:							597.39
2300501101							
81500							
05/26	05/27/2026	81500	CenturyLink	MAY 2026	23-00-5011.01	Telephone-Main Plant	299.84
81593							
05/26	05/28/2026	81593	Comcast	MAY2026	23-00-5011.01	Telephone-Main Plant	191.23
Total 2300501101:							491.07
2300501201							
81462							
05/26	05/07/2026	81462	Poudre Valley REA	APRIL26-2	23-00-5012.01	Utilities-Main Plant	15,750.57
81576							
05/26	05/21/2026	81576	Little Thompson Water Dist	APRIL2026	23-00-5012.01	Utilities-Main Plant	260.71
81582							
05/26	05/21/2026	81582	Poudre Valley REA	MAY26	23-00-5012.01	Utilities-Main Plant	211.88
Total 2300501201:							16,223.16
2300501203							
81530							
05/26	05/14/2026	81530	Little Thompson Water Dist	APRIL26-2	23-00-5012.03	Utilities	3,195.89
Total 2300501203:							3,195.89
2300504004							
81434							
05/26	05/07/2026	81434	Clark Hill PLC	1723039	23-00-5040.04	Attorney	323.50
Total 2300504004:							323.50
2300505401							
81221							
05/26	05/12/2026	81221	Republic Services	Multiple	23-00-5054.01	Trash	632.82

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 2300505401:							632.82
2300505701							
81560							
05/26	05/21/2026	81560	Complete Door Systems	200021	23-00-5057.01	Repair, Maint. & Supplies-Main	145.00
81597							
05/26	05/28/2026	81597	Greeley Lock & Key	222213069	23-00-5057.01	Repair, Maint. & Supplies-Main	1,160.46
Total 2300505701:							1,305.46
2300505702							
81495							
05/26	05/26/2026	81495	Ramey Environmental	Multiple	23-00-5057.02	Repair, Maint & Supplies-Reg	6,633.75
Total 2300505702:							6,633.75
2300505703							
81543							
05/26	05/14/2026	81543	Utility Notification Center of	226040159	23-00-5057.03	Repair, Maint. & Supplies-Lift	497.74
Total 2300505703:							497.74
2300506002							
81552							
05/26	05/21/2026	81552	AGFINITY INC	Multiple	23-00-5060.02	Chemicals-Regional	5,491.28
Total 2300506002:							5,491.28
2300510801							
81436							
05/26	05/07/2026	81436	Colorado Analytical Labs, I	Multiple	23-00-5108.01	Lab Tests-Main Plant	6,004.80
Total 2300510801:							6,004.80
2300510901							
81465							
05/26	05/07/2026	81465	Stewart & Stevenson Powe	6017655	23-00-5109.01	Generator Maintenance	262.80
Total 2300510901:							262.80
2300510903							
81327							
05/26	05/14/2026	81327	Stewart & Stevenson Powe	60172195	23-00-5109.03	Generator Maintenance	430.00-
81480							
05/26	05/14/2026	81480	Stewart & Stevenson Powe	Multiple	23-00-5109.03	Generator Maintenance	3,310.00
Total 2300510903:							2,880.00
2300511401							
81577							
05/26	05/21/2026	81577	McDonald Farms	Multiple	23-00-5114.01	Sludge Hauling-Main Plant	17,078.50
Total 2300511401:							17,078.50
2300512903							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81592							
05/26	05/28/2026	81592	Cogent Water Technology	5662908	23-00-5129.03	Lift Station Maintenance	1,810.00
Total 2300512903:							1,810.00
2300521405							
515261046							
05/26	05/15/2026	515261	Caselle Inc.	MAY 2026	23-00-5214.05	Computer Maint/Replacement	2,172.00
Total 2300521405:							2,172.00
2300542006							
81425							
05/26	05/07/2026	81425	Advanced Lining	INVAL3507	23-00-5420.06	Line rehab and Man hole	3,275.00
Total 2300542006:							3,275.00
2300543006							
81496							
05/26	05/26/2026	81496	RESPEC Company LLC	4261033	23-00-5430.06	Lift Station Projects	8,432.50
Total 2300543006:							8,432.50
2400501900							
531261851							
05/26	05/31/2026	531261	Alfa Construction LLC	MAY 2026	24-00-5019.00	ALFA Line Reimbursement	4,400.00
Total 2400501900:							4,400.00
2400527000							
81431							
05/26	05/07/2026	81431	BMcD/Moltz	017	24-00-5270.00	Phase 1a 1b Improvements	658,171.76
81437							
05/26	05/07/2026	81437	Colorado Dept Of Public H	WUSA26250	24-00-5270.00	Phase 1a 1b Improvements	904.00
81466							
05/26	05/07/2026	81466	TETRA TECH, INC.	52574905	24-00-5270.00	Phase 1a 1b Improvements	1,912.50
Total 2400527000:							660,988.26
2400527100							
81492							
05/26	05/26/2026	81492	Kimley-Horn and Assoc., In	196724000-0	24-00-5271.00	1st Street Sewer Upgrade	31,655.52
Total 2400527100:							31,655.52
2400527804							
81456							
05/26	05/07/2026	81456	Martin/Martin Inc.	25.1821.000	24-00-5278.04	Plant Improvements	49,003.55
Total 2400527804:							49,003.55
2900526102							
81384							
05/26	05/06/2026	81384	Hardline Equipment	Multiple	29-00-5261.02	Sweeper Parts	9,300.30-
Total 2900526102:							9,300.30-

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
3100520701							
81463							
05/26	05/07/2026	81463	SiteOne Landscape Supply	Multiple	31-00-5207.01	Pioneer Park	808.00
Total 3100520701:							808.00
3200504200							
81428							
05/26	05/07/2026	81428	Ayres Associates Inc	Multiple	32-00-5042.00	Little Thompson Corridor Inven	6,777.00
Total 3200504200:							6,777.00
3400507202							
81438							
05/26	05/07/2026	81438	Colorado Materials Inc	Multiple	34-00-5072.02	Tree Maint.-Parks	729.00
81454							
05/26	05/07/2026	81454	Longleaf Irrigation	5935	34-00-5072.02	Tree Maint.-Parks	2,500.00
81468							
05/26	05/07/2026	81468	TNT Private Utility Services	2026081	34-00-5072.02	Tree Maint.-Parks	150.00
Total 3400507202:							3,379.00
3400507703							
81443							
05/26	05/07/2026	81443	Fort Collins Wholesale Nur	190522	34-00-5077.03	Tree Replacement	376.20
Total 3400507703:							376.20
3600430600							
81717							
05/26	05/31/2026	81717	Larimer County Sales Tax	MAY 2026	36-00-4306-00	County Open Space Revenue	23,712.13
Total 3600430600:							23,712.13
3600526500							
81588							
05/26	05/21/2026	81588	XCEL Energy	APRIL2026-3	36-00-5265.00	Jaskowski Property Maint.	274.40
Total 3600526500:							274.40
3700504602							
81506							
05/26	05/28/2026	81506	Pickard, Sam	UNIFORM 5-	37-00-5046.02	Uniforms	110.95
Total 3700504602:							110.95
3700505702							
81550							
05/26	05/21/2026	81550	#1 Backflow Pros	2907	37-00-5057.02	Repair & Maintenance	75.00
Total 3700505702:							75.00
3700505902							
81435							
05/26	05/07/2026	81435	Coldspring	Multiple	37-00-5059.02	Marker Sales	949.20

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 3700505902:							949.20
3900524701							
81214							
05/26	05/11/2026	81214	Passio Technologies LLC-	210982	39-00-5247.01	Software	110.25
81494							
05/26	05/26/2026	81494	Passio Technologies LLC-	214182	39-00-5247.01	Software	110.25
81536							
05/26	05/14/2026	81536	Passio Technologies LLC-	CINV-217489	39-00-5247.01	Software	110.25
Total 3900524701:							330.75
4100528000							
81549							
05/26	05/14/2026	81549	Berthoud Historical Society	MAY2026	41-00-5280.00	Recreation Projects	80,000.00
Total 4100528000:							80,000.00
5100503800							
81211							
05/26	05/11/2026	81211	Downs, Lance	STONEBRO	51-00-5038.00	Sidewalk Improvements	600.00
81213							
05/26	05/11/2026	81213	Lacey, Victoria	STONEBRO	51-00-5038.00	Sidewalk Improvements	600.00
Total 5100503800:							1,200.00
5201501101							
81426							
05/26	05/07/2026	81426	AT&T Mobility	APRIL26	52-01-5011.01	Telephone/Internet	977.43
81528							
05/26	05/14/2026	81528	Hilltop Broadband	302749	52-01-5011.01	Telephone/Internet	420.84
Total 5201501101:							1,398.27
5201501201							
81475							
05/26	05/07/2026	81475	XCEL Energy	APRIL2026-2	52-01-5012.01	Utilities	20,378.06
Total 5201501201:							20,378.06
5201504001							
81569							
05/26	05/21/2026	81569	Hoffmann, Parker, Wilson	APRIL2026	52-01-5040.01	Attorney Fees	36,300.45
Total 5201504001:							36,300.45
5201505404							
81223							
05/26	05/12/2026	81223	Republic Services	Multiple	52-01-5054.04	Trash Service	1,109.49
Total 5201505404:							1,109.49
5201505601							
81497							
05/26	05/26/2026	81497	Smart Marketing with Easy	5863	52-01-5056.01	Brochures/Advertising/Printing	195.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 5201505601:							195.00
5201524701							
81548							
05/26	05/14/2026	81548	Dash Platform, LLC	1677407	52-01-5247.01	Computer Software	1,894.54
Total 5201524701:							1,894.54
5203501401							
531263302							
05/26	05/31/2026	531263	WEX BANK	MAY 2026	52-03-5014.01	Fuel	4,566.61
Total 5203501401:							4,566.61
5203501701							
81442							
05/26	05/07/2026	81442	DNI Heating/A.C./Refrigerator	Multiple	52-03-5017.01	Building Maintenance/Repair	4,981.60
Total 5203501701:							4,981.60
5203502004							
81453							
05/26	05/07/2026	81453	Long Building Technologies	Multiple	52-03-5020.04	Purchased Services	1,615.00
81603							
05/26	05/28/2026	81603	Long Building Technologies	SCPAY00154	52-03-5020.04	Purchased Services	820.00
Total 5203502004:							2,435.00
5203505701							
81533							
05/26	05/14/2026	81533	Malm Electrical Contractor	4918	52-03-5057.01	Equipment Maintenance/Repair	1,362.00
Total 5203505701:							1,362.00
5203508904							
81523							
05/26	05/14/2026	81523	C & B Cleaning	051	52-03-5089.04	Janitor Service	5,512.50
Total 5203508904:							5,512.50
5203510201							
81568							
05/26	05/21/2026	81568	HD Supply formerly Home	Multiple	52-03-5102.01	Supplies/Equipment	1,440.01
Total 5203510201:							1,440.01
5205500801							
81520							
05/26	05/14/2026	81520	American DataBank LLC	26040216	52-05-5008.01	Background/Physicals	87.00
Total 5205500801:							87.00
5205506001							
81386							
05/26	05/06/2026	81386	Treatment Technology	Multiple	52-05-5060.01	Chemicals	3,726.21-

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81387							
05/26	05/06/2026	81387	Wagner Welding Supply C	Multiple	52-05-5060.01	Chemicals	367.87-
81469							
05/26	05/07/2026	81469	Treatment Technology	197163	52-05-5060.01	Chemicals	1,560.27
81474							
05/26	05/07/2026	81474	Wagner Welding Supply C	Multiple	52-05-5060.01	Chemicals	365.39
Total 5205506001:							2,168.42-
5207502104							
81487							
05/26	05/26/2026	81487	Berthoud Local	251	52-07-5021.04	Wildfire Class	76.80
Total 5207502104:							76.80
5208502031							
81580							
05/26	05/21/2026	81580	Northern Colorado Sports	Multiple	52-08-5020.31	Officials-Adult Volleyball	7,212.50
Total 5208502031:							7,212.50
5240570100							
81209							
05/26	05/05/2026	81209	Mountain View Commercial	14649	52-40-5701.00	Waggener Farm Park maint	2,995.00
81440							
05/26	05/07/2026	81440	Colorado Water Well	1459	52-40-5701.00	Waggener Farm Park maint	720.00
81579							
05/26	05/21/2026	81579	Mountain View Commercial	Multiple	52-40-5701.00	Waggener Farm Park maint	4,242.55
Total 5240570100:							7,957.55
5240570200							
81432							
05/26	05/07/2026	81432	Cedar Supply	330434A	52-40-5702.00	Berthoud Bike Park maint	2,225.55
81439							
05/26	05/07/2026	81439	Colorado Portables	148215	52-40-5702.00	Berthoud Bike Park maint	345.00
81467							
05/26	05/07/2026	81467	Thirsty Soil Solutions	9903	52-40-5702.00	Berthoud Bike Park maint	900.00
Total 5240570200:							3,470.55
6004502002							
81562							
05/26	05/21/2026	81562	DTJ Design	71417	60-04-5020.02	Richardson-design	145,093.26
Total 6004502002:							145,093.26
6005502001							
81388							
05/26	05/06/2026	81388	Wenk Associates, Inc.	Multiple	60-05-5020.01	Newell-concept plan	5,199.74-
81587							
05/26	05/21/2026	81587	Wenk Associates, Inc.	502803	60-05-5020.01	Newell-concept plan	3,200.00
Total 6005502001:							1,999.74-
Grand Totals:							1,853,852.49

May 2026

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

	GENERAL FUND				PERCENTAGE
	REVENUE				YTD ACTUAL vs
	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	YTD BUDGET
TAXES	\$ 1,298,236.62	\$ 3,818,904.76	\$ 3,945,541.25	\$ 9,469,299.00	96.8%
LICENSES & PERMITS	\$ 10,739.92	\$ 80,227.76	\$ 83,980.42	\$ 201,553.00	95.5%
INTERGOVERNMENTAL REVENUE	\$ 58,831.36	\$ 279,064.08	\$ 271,847.50	\$ 652,434.00	102.7%
FINES	\$ 5,190.00	\$ 21,905.00	\$ 14,218.75	\$ 34,125.00	154.1%
MISCELLANEOUS	\$ 238,954.14	\$ 1,243,481.66	\$ 813,572.92	\$ 1,952,575.00	152.8%
TRANSFERS	\$ 51,784.78	\$ 259,409.27	\$ 265,756.25	\$ 637,815.00	97.6%
PROPERTY SALES & DONATIONS & INS CLAIM	\$ -	\$ -	\$ -	\$ -	0.0%
RECREATION	\$ 21,563.52	\$ 163,114.77	\$ 86,083.33	\$ 206,600.00	189.5%
PARKS	\$ 4,681.65	\$ 16,601.90	\$ 9,583.33	\$ 23,000.00	173.2%
LEASE REVENUE	\$ 22,310.18	\$ 110,926.22	\$ 43,416.67	\$ 104,200.00	255.5%
TOTAL REVENUE GENERAL FUND	\$ 1,712,292.17	\$ 5,993,635.42	\$ 5,534,000.42	\$ 13,281,601.00	108.3%

ADMINISTRATION

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
ADMIN SALARIES/TAXES/BENEFITS	\$ 204,620.50	\$ 701,792.45	\$ 840,599.17	\$ 2,017,438.00	83.5%
GENERAL OFFICE OTHER	\$ 59,558.72	\$ 484,017.45	\$ 384,208.33	\$ 922,100.00	126.0%
ELECTIONS	\$ -	\$ 41,898.20	\$ 21,312.50	\$ 51,150.00	0.0%
MUNICIPAL COURT	\$ 5,327.77	\$ 17,161.75	\$ 24,583.33	\$ 59,000.00	69.8%
BOARD & BOARD MEETINGS	\$ 12,138.83	\$ 37,452.46	\$ 41,916.67	\$ 100,600.00	89.3%
FINANCE	\$ 92.99	\$ 7,698.39	\$ 6,875.00	\$ 16,500.00	112.0%
BUILDING MAINTENANCE	\$ 486.96	\$ 17,447.81	\$ 29,166.67	\$ 70,000.00	59.8%
COMMUNITY SUPPORT	\$ 9,169.94	\$ 40,820.70	\$ 42,500.00	\$ 102,000.00	96.0%
TRANSFERS	\$ 17,083.33	\$ 85,416.65	\$ 85,416.67	\$ 205,000.00	100.0%
TOTAL ADMIN EXPENDITURES	\$ 308,479.04	\$ 1,433,705.86	\$ 1,476,578.33	\$ 3,543,788.00	97.1%

PUBLIC SAFETY DEPARTMENT

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
CODE ENFORCEMENT (INCLUDES SALARY)	\$ 21,225.65	\$ 72,728.53	\$ 99,237.50	\$ 238,170.00	73.3%
LSCO ADMIN SUPPLIES	\$ -	\$ -	\$ 625.00	\$ 1,500.00	0.0%
ANIMAL CONTROL	\$ 3,737.58	\$ 18,687.90	\$ 18,687.50	\$ 44,850.00	100.0%
TRAFFIC CONTROL/PEDESTRIAN SAFETY/ABATE	\$ -	\$ 5,533.06	\$ 2,500.00	\$ 6,000.00	221.3%
DRUG EDUCATION/PUBLIC EVENTS	\$ 172.00	\$ 2,531.99	\$ 3,937.50	\$ 9,450.00	64.3%
LARIMER COUNTY SHERIFF	\$ -	\$ 779,110.00	\$ 1,298,515.83	\$ 3,116,438.00	60.0%
TOTAL PUBLIC SAFETY EXPENDITURES	\$ 25,135.23	\$ 878,591.48	\$ 1,423,503.33	\$ 3,416,408.00	61.7%

STREETS DEPARTMENT

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
SALARIES/TAXES/BENEFITS	\$ 73,240.49	\$ 232,321.03	\$ 372,718.75	\$ 894,525.00	62.3%
ADMINISTRATION OTHER	\$ 597.05	\$ 8,012.55	\$ 14,687.50	\$ 35,250.00	54.6%
STREET REPAIR/MAINTENANCE	\$ 14,360.18	\$ 97,263.18	\$ 122,604.17	\$ 294,250.00	79.3%
CONTRACT SERVICES	\$ -	\$ 7,116.50	\$ 21,875.00	\$ 52,500.00	32.5%
SIGNAGE	\$ 8,693.72	\$ 34,771.35	\$ 17,500.00	\$ 42,000.00	198.7%
SNOW REMOVAL	\$ -	\$ -	\$ 28,437.50	\$ 68,250.00	0.0%
SHOP & VEHICLE MAINTENANCE	\$ 11,820.59	\$ 48,726.50	\$ 53,916.67	\$ 129,400.00	90.4%
TOTAL STREETS EXPENDITURES	\$ 108,712.03	\$ 428,211.11	\$ 631,739.58	\$ 1,516,175.00	67.8%

RECREATION DEPARTMENT

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
ADMIN SALARIES/TAXES/BENEFITS	\$ 44,467.43	\$ 140,597.21	\$ 118,835.83	\$ 285,206.00	118.3%
ADMINISTRATION (SUPPLIES, CONCESSIONS)	\$ 1,765.28	\$ 11,828.37	\$ 23,458.33	\$ 56,300.00	50.4%
FLAG FOOTBALL	\$ 2,262.34	\$ 15,851.19	\$ 15,066.67	\$ 36,160.00	105.2%
TRACK	\$ 834.30	\$ 834.30	\$ 3,500.00	\$ 8,400.00	23.8%
TENNIS	\$ 614.45	\$ 614.45	\$ 2,058.33	\$ 4,940.00	29.9%
ADULT SOFTBALL	\$ 955.78	\$ 1,292.82	\$ 2,354.17	\$ 5,650.00	54.9%
YOUTH BASEBALL	\$ 721.60	\$ 2,774.88	\$ 8,500.00	\$ 20,400.00	32.6%
YOUTH SOFTBALL	\$ 2,527.13	\$ 5,040.70	\$ 6,962.50	\$ 16,710.00	72.4%
ADULT KICKBALL	\$ 517.51	\$ 633.40	\$ 1,325.00	\$ 3,180.00	47.8%
ADULT SOCCER	\$ 1,230.78	\$ 1,890.78	\$ 2,137.50	\$ 5,130.00	88.5%
SOCCER	\$ 1,624.59	\$ 9,297.76	\$ 9,987.50	\$ 23,970.00	93.1%
CAMPS/TOURNAMENTS	\$ 455.33	\$ 455.33	\$ 4,818.75	\$ 11,565.00	9.4%
ADDITIONAL PROGRAMS	\$ 113.88	\$ 2,797.49	\$ 4,187.50	\$ 10,050.00	66.8%
TOTAL RECREATION EXPENDITURES	\$ 58,090.40	\$ 193,908.68	\$ 203,192.08	\$ 487,661.00	95.4%

PARKS DEPARTMENT

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
SALARIES/TAXES/BENEFITS	\$ 101,584.46	\$ 340,200.60	\$ 400,224.17	\$ 960,538.00	85.0%
ADMINISTRATION OTHER	\$ 4,095.07	\$ 14,953.18	\$ 18,166.67	\$ 43,600.00	82.3%
INSECT CONTROL	\$ 7,993.12	\$ 7,993.12	\$ 25,000.00	\$ 60,000.00	32.0%
FACILITIES MAINTENANCE	\$ 8,609.30	\$ 28,905.70	\$ 28,750.00	\$ 69,000.00	100.5%
TURF/BALLFIELDS	\$ 2,539.59	\$ 32,727.57	\$ 63,333.33	\$ 152,000.00	51.7%
GENERAL PARKS	\$ 10,593.51	\$ 48,909.03	\$ 58,750.00	\$ 141,000.00	83.2%
FLEET MAINTENANCE	\$ -	\$ 7,387.50	\$ 10,833.33	\$ 26,000.00	68.2%
SEASONAL DECORATIONS/BANNERS	\$ 6,853.78	\$ 9,383.42	\$ 7,916.67	\$ 19,000.00	118.5%
TRANSFER TO FORESTRY	\$ 45,833.33	\$ 229,166.65	\$ 229,166.67	\$ 550,000.00	100.0%
TOTAL PARKS EXPENDITURES	\$ 188,102.16	\$ 719,626.77	\$ 842,140.83	\$ 2,021,138.00	85.5%

ECONOMIC DEVELOPMENT

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
SALARIES/TAXES/BENEFITS	\$ 17,892.69	\$ 58,021.44	\$ 54,520.00	\$ 130,848.00	106.4%
ADMINISTRATION OTHER	\$ 144.39	\$ 29,682.05	\$ 20,741.67	\$ 49,780.00	143.1%
BUSINESS DEVELOPMENT/MARKETING	\$ 9,256.46	\$ 11,179.86	\$ 21,354.17	\$ 51,250.00	52.4%
GRANTS - MARKET STUDY & FAÇADE/SIGN	\$ -	\$ 21,626.27	\$ 8,333.33	\$ 20,000.00	0.0%
TOTAL ECONOMIC DEV EXPENDITURES	\$ 27,293.54	\$ 120,509.62	\$ 104,949.17	\$ 251,878.00	114.8%

BUILDING DEPARTMENT

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
SALARIES/TAXES/BENEFITS	\$ 24,424.70	\$ 84,078.70	\$ 105,880.00	\$ 254,112.00	79.4%
ADMINISTRATION OTHER	\$ 653.70	\$ 3,963.22	\$ 10,666.67	\$ 25,600.00	37.2%
INSPECTIONS	\$ 37,308.93	\$ 210,333.51	\$ 140,000.00	\$ 336,000.00	150.2%
TOTAL BUILDING DEPARTMENT EXPENDITURES	\$ 62,387.33	\$ 298,375.43	\$ 256,546.67	\$ 615,712.00	116.3%

PLANNING DEPARTMENT

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
SALARIES/TAXES/BENEFITS	\$ 55,651.11	\$ 192,573.98	\$ 209,118.75	\$ 501,885.00	92.1%
ADMINISTRATION OTHER	\$ 481.68	\$ 4,632.73	\$ 18,083.33	\$ 43,400.00	25.6%
COMMISSION SUPPORT	\$ 21,998.21	\$ 23,040.21	\$ 8,333.33	\$ 20,000.00	276.5%
DEVELOPMENT REVIEW	\$ 8,906.12	\$ 61,620.64	\$ 25,000.00	\$ 60,000.00	246.5%
COMPREHENSIVE PLANNING	\$ 12,366.62	\$ 48,293.20	\$ 35,416.67	\$ 85,000.00	136.4%
TOTAL PLANNING DEPARTMENT EXPENDITURES	\$ 99,403.74	\$ 330,160.76	\$ 295,952.08	\$ 710,285.00	111.6%

ENGINEERING**PERCENTAGE****YTD ACTUAL vs****YTD BUDGET****EXPENDITURES**

	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	
SALARIES/TAXES/BENEFITS	\$ 48,497.39	\$ 158,206.40	\$ 249,275.42	\$ 598,261.00	63.5%
ADMINISTRATION OTHER	\$ 6,720.46	\$ 62,131.20	\$ 147,416.67	\$ 353,800.00	42.1%
TOTAL ENGINEERING EXPENDITURES	\$ 55,217.85	\$ 220,337.60	\$ 396,692.08	\$ 952,061.00	55.5%

COMMUNITY OUTREACH**PERCENTAGE****YTD ACTUAL vs****YTD BUDGET****EXPENDITURES**

	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	
SALARIES/TAXES/BENEFITS	\$ 17,431.77	\$ 60,519.07	\$ 64,960.83	\$ 155,906.00	93.2%
ADMINISTRATION OTHER	\$ 137.44	\$ 1,871.79	\$ 7,375.00	\$ 17,700.00	25.4%
COMMUNITY SUPPORT	\$ 2,369.95	\$ 14,343.24	\$ 26,875.00	\$ 64,500.00	53.4%
TOTAL COMMUNITY OUTREACH EXPENDITURES	\$ 19,939.16	\$ 76,734.10	\$ 99,210.83	\$ 238,106.00	77.3%

TOWN HALL-MOUNTAIN AVE**PERCENTAGE****YTD ACTUAL vs****YTD BUDGET****EXPENDITURES**

	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	
INSURANCE AND TAXES	\$ -	\$ 682.48	\$ 32,309.58	\$ 77,543.00	2.1%
BUILDING MAINTENANCE	\$ 1,848.70	\$ 19,016.72	\$ 13,124.58	\$ 31,499.00	144.9%
BUILDING REPAIRS	\$ -	\$ -	\$ 416.67	\$ 1,000.00	0.0%
ELEVATOR MAINTENANCE	\$ 220.00	\$ 250.00	\$ 2,500.00	\$ 6,000.00	10.0%
HOA FEES	\$ 4,395.23	\$ 21,976.15	\$ 24,576.67	\$ 58,984.00	0.0%
DESIGN	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL MOUNTAIN AVE EXPENDITURES	\$ 6,463.93	\$ 41,925.35	\$ 72,927.50	\$ 175,026.00	57.5%

PERCENTAGE**YTD ACTUAL vs****YTD BUDGET**

	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	
TOTAL G.F.C.I. EXPENDITURES	\$ 669,291.67	\$ 3,516,552.05	\$ 3,610,833.33	\$ 8,666,000.00	97.4%
TOTAL CONTRIBUTION EXPENDITURES	\$ -	\$ 17,644.99	\$ 31,416.67	\$ 75,400.00	56.2%

TOTAL EXPENDITURES GENERAL FUND	\$ 1,628,516.08	\$ 8,276,283.80	\$ 9,445,682.50	\$ 22,669,638.00
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TOTAL REVENUE OVER EXPENDITURES	\$ 83,776.09	\$ (2,282,648.38)	\$ (3,911,682.08)	\$ (9,388,037.00)
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WATER FUND**SOURCE OF SUPPLY****PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	
TOTAL SOURCE OF SUPPLY REVENUE	\$ 180,647.23	\$ 783,793.88	\$ 851,197.92	\$ 2,042,875.00	92.1%
TOTAL SOURCE OF SUPPLY EXPENDITURES	\$ 51,233.97	\$ 353,013.86	\$ 2,646,162.50	\$ 6,350,790.00	13.3%

NET REVENUE OVER EXPENDITURES	\$ 129,413.26	\$ 430,780.02	\$ (1,794,964.58)	\$ (4,307,915.00)	
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WATER OPERATIONS & MAINTENANCE**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	
TOTAL WATER OPERATING REVENUE	\$ 375,287.56	\$ 1,727,994.59	\$ 1,902,750.00	\$ 4,566,600.00	90.8%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 127,468.91	\$ 407,039.79	\$ 493,581.25	\$ 1,184,595.00	82.5%
ADMINISTRATION OTHER	\$ 12,111.36	\$ 258,078.59	\$ 320,541.67	\$ 769,300.00	80.5%
DISTRIBUTION	\$ 14,798.19	\$ 82,542.56	\$ 180,666.67	\$ 433,600.00	45.7%
TREATMENT	\$ 106,699.70	\$ 361,204.99	\$ 338,333.33	\$ 812,000.00	106.8%
PROFESSIONAL SERVICES	\$ 40,075.69	\$ 222,588.92	\$ 313,125.00	\$ 751,500.00	71.1%
UTILITY BILLING	\$ 1,529.72	\$ 12,465.96	\$ 14,000.00	\$ 33,600.00	89.0%
IMPROVEMENTS	\$ 119,027.47	\$ 324,436.51	\$ 2,058,076.67	\$ 4,939,384.00	15.8%
TRANSFER	\$ 21,681.25	\$ 547,790.25	\$ 108,406.25	\$ 260,175.00	505.3%
TOTAL WATER OPERATING EXPENDITURES	\$ 443,392.29	\$ 2,216,147.57	\$ 3,826,730.83	\$ 9,184,154.00	57.9%

NET REVENUE OVER EXPENDITURES	\$ (68,104.73)	\$ (488,152.98)	\$ (1,923,980.83)	\$ (4,617,554.00)	
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WATER PLANT CAPITAL IMPROVEMENTS**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	
TOTAL WATER PLANT CAPITAL REVENUE	\$ 114,906.28	\$ 1,113,330.04	\$ 759,230.83	\$ 1,822,154.00	146.6%
TOTAL WATER PLANT CAPITAL EXPENDITURES	\$ -	\$ -	\$ 1,074,583.33	\$ 2,579,000.00	0.0%

NET REVENUE OVER EXPENDITURES	\$ 114,906.28	\$ 1,113,330.04	\$ (315,352.50)	\$ (756,846.00)	
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TOTAL WATER FUND REVENUE	\$ 670,841.07	\$ 3,625,118.51	\$ 3,513,178.75	\$ 8,431,629.00	103.2%
TOTAL WATER FUND EXPENDITURES	\$ 494,626.26	\$ 2,569,161.43	\$ 7,547,476.66	\$ 18,113,944.00	34.0%

NET REVENUE OVER EXPENDITURES	\$ 176,214.81	\$ 1,055,957.08	\$ (4,034,297.91)	\$ (9,682,315.00)	
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WASTEWATER FUND

WASTEWATER OPERATIONS & MAINTENANCE

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>PERCENTAGE YTD ACTUAL vs YTD BUDGET</u>
TOTAL WASTEWATER REVENUE	\$ 410,538.95	\$ 2,022,865.66	\$ 5,677,000.00	\$ 13,624,800.00	35.6%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 37,096.89	\$ 125,359.12	\$ 217,002.08	\$ 520,805.00	57.8%
ADMINISTRATION OTHER	\$ 4,264.92	\$ 148,616.93	\$ 108,412.50	\$ 260,190.00	137.1%
MAIN WASTEWATER TREATMENT PLANT	\$ 64,287.09	\$ 282,878.10	\$ 332,083.33	\$ 797,000.00	85.2%
REGIONAL I-25 TREATMENT PLAN	\$ 4,045.73	\$ 24,783.95	\$ 50,083.33	\$ 120,200.00	49.5%
COLLECTION SYSTEM	\$ 27,734.98	\$ 52,984.37	\$ 118,750.00	\$ 285,000.00	44.6%
PROFESSIONAL SERVICES	\$ 41,243.86	\$ 226,715.27	\$ 313,541.67	\$ 752,500.00	72.3%
UTILITY BILLING	\$ 2,569.45	\$ 14,587.90	\$ 17,333.33	\$ 41,600.00	84.2%
TRANSFER	\$ 21,681.25	\$ 108,406.25	\$ 108,406.25	\$ 260,175.00	100.0%
IMPROVEMENTS	\$ 435,609.24	\$ 1,476,057.97	\$ 4,145,833.33	\$ 9,950,000.00	35.6%
BOND	\$ -	\$ 71,176.37	\$ 284,375.00	\$ 682,500.00	25.0%
TOTAL WASTEWATER EXPENDITURES	\$ 638,533.41	\$ 2,531,566.23	\$ 5,695,820.83	\$ 13,669,970.00	44.4%
NET REVENUE OVER EXPENDITURES	\$ (227,994.46)	\$ (508,700.57)	\$ (18,820.83)	\$ (45,170.00)	

WASTEWATER CAPITAL IMPROVEMENTS

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>PERCENTAGE YTD ACTUAL vs YTD BUDGET</u>
TOTAL WASTEWATER CAPITAL REVENUE	\$ 106,681.04	\$ 637,083.05	\$ 651,054.17	\$ 1,562,530.00	97.9%
TOTAL WASTEWATER CAPITAL EXPENDITURES	\$ 438,152.50	\$ 1,702,802.43	\$ 3,891,666.67	\$ 9,340,000.00	43.8%
NET REVENUE OVER EXPENDITURES	\$ (331,471.46)	\$ (1,065,719.38)	\$ (3,240,612.50)	\$ (7,777,470.00)	
TOTAL WASTEWATER FUND REVENUE	\$ 517,219.99	\$ 2,659,948.71	\$ 6,328,054.17	\$ 15,187,330.00	42.0%
TOTAL WASTEWATER FUND EXPENDITURES	\$ 1,076,685.91	\$ 4,234,368.66	\$ 9,587,487.50	\$ 23,009,970.00	44.2%
TOTAL REVENUE OVER EXPENDITURES	\$ (559,465.92)	\$ (1,574,419.95)	\$ (3,259,433.33)	\$ (7,822,640.00)	

STORM WATER FACILITIES FUND

STORM WATER OPERATIONS & MAINTENANCE

**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	
TOTAL STORM WATER REVENUE	\$ 74,043.73	\$ 367,157.93	\$ 250,000.00	\$ 600,000.00	146.9%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ -	\$ -	\$ -	\$ -	0.0%
ADMINISTRATION OTHER	\$ 8,045.00	\$ 40,225.00	\$ 45,537.50	\$ 109,290.00	88.3%
STREET CLEANING	\$ 1,070.73	\$ 14,425.99	\$ 42,500.00	\$ 102,000.00	33.9%
PROFESSIONAL SERVICES	\$ -	\$ -	\$ 41,666.67	\$ 100,000.00	0.0%
IMPROVEMENTS	\$ -	\$ 52,485.40	\$ 12,500.00	\$ 30,000.00	0.0%
TOTAL STORM WATER EXPENDITURES	\$ 9,115.73	\$ 107,136.39	\$ 142,204.17	\$ 341,290.00	75.3%
NET REVENUE OVER EXPENDITURES	\$ 64,928.00	\$ 260,021.54	\$ 107,795.83	\$ 258,710.00	

STORM WATER CAPITAL IMPROVEMENTS

**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	
TOTAL STORM WATER CAPITAL REVENUE	\$ 38,019.91	\$ 220,293.55	\$ 181,083.33	\$ 434,600.00	121.7%
TOTAL STORM WATER CAPITAL EXPENDITURES	\$ -	\$ -	\$ 1,020,833.33	\$ 2,450,000.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 38,019.91	\$ 220,293.55	\$ (839,750.00)	\$ (2,015,400.00)	
TOTAL STORM WATER FUND REVENUE	\$ 112,063.64	\$ 587,451.48	\$ 431,083.33	\$ 1,034,600.00	136.3%
TOTAL STORM WATER FUND EXPENDITURES	\$ 9,115.73	\$ 107,136.39	\$ 1,163,037.50	\$ 2,791,290.00	9.2%
TOTAL REVENUE OVER EXPENDITURES	\$ 102,947.91	\$ 480,315.09	\$ (731,954.17)	\$ (1,756,690.00)	

SPECIAL REVENUE FUNDS**PARK DEVELOPMENT****PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	
TOTAL PARK DEVELOPMENT REVENUE	\$ 38,637.13	\$ 245,608.50	\$ 296,958.33	\$ 712,700.00	82.7%
TOTAL PARK DEVELOPMENT EXPENDITURES	\$ 84,171.60	\$ 470,836.19	\$ 387,500.00	\$ 930,000.00	121.5%
NET REVENUE OVER EXPENDITURES	\$ (45,534.47)	\$ (225,227.69)	\$ (90,541.67)	\$ (217,300.00)	

PARK DEDICATION**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	
TOTAL PARK DEDICATION REVENUE	\$ 8,858.93	\$ 56,998.79	\$ 76,322.92	\$ 183,175.00	74.7%
TOTAL PARK DEDICATION EXPENDITURES	\$ -	\$ 26,722.50	\$ 62,500.00	\$ 150,000.00	42.8%
NET REVENUE OVER EXPENDITURES	\$ 8,858.93	\$ 30,276.29	\$ 13,822.92	\$ 33,175.00	

PUBLIC FACILITIES**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	
TOTAL PUBLIC FACILITIES REVENUE	\$ 17,854.06	\$ 113,186.21	\$ 97,437.50	\$ 233,850.00	116.2%
TOTAL PUBLIC FACILITIES EXPENDITURES	\$ -	\$ 97,631.91	\$ 377,083.33	\$ 905,000.00	25.9%
NET REVENUE OVER EXPENDITURES	\$ 17,854.06	\$ 15,554.30	\$ (279,645.83)	\$ (671,150.00)	

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

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	
TOTAL CONSERVATION TRUST REVENUE	\$ 47,792.74	\$ 286,231.56	\$ 296,666.67	\$ 712,000.00	96.5%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 72,353.59	\$ 232,079.23	\$ 279,410.42	\$ 670,585.00	83.1%
ADMINISTRATION OTHER	\$ 465.55	\$ 4,277.49	\$ 24,270.83	\$ 58,250.00	17.6%
FLEET MAINTENANCE	\$ 7,067.60	\$ 12,578.17	\$ 11,041.67	\$ 26,500.00	113.9%
PARK MAINTENANCE & IMPROVEMENTS	\$ -	\$ 6,160.47	\$ 4,166.67	\$ 10,000.00	147.9%
TREE MAINTENANCE	\$ 3,672.05	\$ 16,193.87	\$ 17,500.00	\$ 42,000.00	92.5%
EAB RESPONSE	\$ 4,604.71	\$ 4,604.71	\$ 18,750.00	\$ 45,000.00	24.6%
TOTAL CONSERVATION TRUST EXPENDITURES	\$ 88,163.50	\$ 275,893.94	\$ 355,139.58	\$ 852,335.00	77.7%
NET REVENUE OVER EXPENDITURES	\$ (40,370.76)	\$ 10,337.62	\$ (58,472.91)	\$ (140,335.00)	

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

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	
TOTAL LARIMER COUNTY REVENUE	\$ 42,059.60	\$ 121,264.20	\$ 301,666.67	\$ 724,000.00	40.2%
TOTAL LARIMER COUNTY EXPENDITURES	\$ 814.11	\$ 7,923.82	\$ 154,166.67	\$ 370,000.00	5.1%
NET REVENUE OVER EXPENDITURES	\$ 41,245.49	\$ 113,340.38	\$ 147,500.00	\$ 354,000.00	

<u>CEMETERY ENDOWMENT</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL CEMETERY ENDOWMENT REVENUE	\$ 27,498.73	\$ 133,069.40	\$ 101,875.00	\$ 244,500.00	130.6%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 5,853.95	\$ 28,519.60	\$ 34,307.92	\$ 82,339.00	83.1%
FUNERALS	\$ -	\$ -	\$ 1,250.00	\$ 3,000.00	0.0%
MAINTENANCE	\$ 634.65	\$ 17,110.90	\$ 13,270.83	\$ 31,850.00	128.9%
IMPROVEMENTS	\$ -	\$ -	\$ 93,750.00	\$ 225,000.00	0.0%
TOTAL CEMETERY ENDOWMENT EXPENDITURES	\$ 6,488.60	\$ 45,630.50	\$ 142,578.75	\$ 342,189.00	32.0%
NET REVENUE OVER EXPENDITURES	\$ 21,010.13	\$ 87,438.90	\$ (40,703.75)	\$ (97,689.00)	
<u>BATS</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL BATS REVENUE	\$ 103,454.39	\$ 189,531.51	\$ 482,291.67	\$ 1,157,500.00	39.3%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 14,530.68	\$ 52,178.07	\$ 57,255.00	\$ 137,412.00	91.1%
ADMINISTRATION OTHER	\$ 110.25	\$ 951.25	\$ 2,875.00	\$ 6,900.00	33.1%
DRIVING	\$ 1,751.96	\$ 5,283.49	\$ 13,958.33	\$ 33,500.00	37.9%
SERVICES	\$ -	\$ 40,643.14	\$ 404,166.67	\$ 970,000.00	10.1%
TOTAL BATS EXPENDITURES	\$ 16,392.89	\$ 99,055.95	\$ 478,255.00	\$ 1,147,812.00	20.7%
NET REVENUE OVER EXPENDITURES	\$ 87,061.50	\$ 90,475.56	\$ 4,036.67	\$ 9,688.00	
<u>ROAD IMPACT FEES</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL ROAD IMPACT REVENUE	\$ 29,408.28	\$ 172,872.21	\$ 266,781.25	\$ 640,275.00	64.8%
TOTAL ROAD IMPACT EXPENDITURES	\$ 429,543.95	\$ 2,148,205.12	\$ 2,175,385.42	\$ 5,220,925.00	98.8%
NET REVENUE OVER EXPENDITURES	\$ (400,135.67)	\$ (1,975,332.91)	\$ (1,908,604.17)	\$ (4,580,650.00)	

<u>RECREATIONAL MMJ</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL RECREATIONAL MMJ REVENUES	\$ 52,345.77	\$ 215,684.99	\$ 265,000.00	\$ 636,000.00	81.4%
TOTAL RECREATIONAL MMJ EXPENDITURES	\$ 163,333.33	\$ 571,961.65	\$ 722,916.67	\$ 1,735,000.00	79.1%
NET REVENUE OVER EXPENDITURES	\$ (110,987.56)	\$ (356,276.66)	\$ (457,916.67)	\$ (1,099,000.00)	
<u>1998 1% SALES TAX</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL 1998 1% REVENUE	\$ 299,760.77	\$ 975,812.84	\$ 1,263,515.83	\$ 3,032,438.00	77.2%
TOTAL 1998 1% EXPENDITURES	\$ 504,478.76	\$ 1,760,482.78	\$ 2,429,916.67	\$ 5,831,800.00	72.5%
NET REVENUE OVER EXPENDITURES	\$ (204,717.99)	\$ (784,669.94)	\$ (1,166,400.84)	\$ (2,799,362.00)	
<u>2019 1% SALES TAX</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
RECREATION CENTER REVENUE	\$ 159,549.08	\$ 896,369.02	\$ 738,215.00	\$ 1,771,716.00	121.4%
SALES TAX REVENUE/INTEREST	\$ 311,407.03	\$ 1,040,919.02	\$ 1,317,682.50	\$ 3,162,438.00	79.0%
TOTAL 2019 1% REVENUE	\$ 470,956.11	\$ 1,937,288.04	\$ 2,055,897.50	\$ 4,934,154.00	94.2%
RECREATION CENTER OPERATING EXPENSES	\$ 239,455.71	\$ 1,007,300.26	\$ 1,111,207.92	\$ 2,666,899.00	90.6%
PARK EXPENSES	\$ 515,482.40	\$ 2,563,223.27	\$ 2,585,739.58	\$ 6,205,775.00	99.1%
COP PAYMENT AND OTHER EXPENSES	\$ -	\$ 370,700.00	\$ 481,000.00	\$ 1,154,400.00	77.1%
TOTAL 2019 1% EXPENDITURES	\$ 754,938.11	\$ 3,941,223.53	\$ 4,177,947.50	\$ 10,027,074.00	94.3%
NET REVENUE OVER EXPENDITURES	\$ (283,982.00)	\$ (2,003,935.49)	\$ (2,122,050.00)	\$ (5,092,920.00)	
TOTAL SPECIAL FUNDS REVENUE	\$ 1,138,626.51	\$ 4,447,548.25	\$ 5,504,413.34	\$ 13,210,592.00	
TOTAL SPECIAL FUNDS EXPENDITURES	\$ 2,048,324.85	\$ 9,445,567.89	\$ 11,463,389.59	\$ 27,512,135.00	
TOTAL REVENUE OVER EXPENDITURES	\$ (909,698.34)	\$ (4,998,019.64)	\$ (5,958,976.25)	\$ (14,301,543.00)	
TOTAL REVENUE	\$ 4,151,043.38	\$ 17,313,702.37	\$ 21,310,730.01	\$ 51,145,752.00	
TOTAL EXPENDITURES	\$ 5,257,268.83	\$ 24,632,518.17	\$ 39,207,073.76	\$ 94,096,977.00	

CAPITAL PROJECTS

SPARTAN AVENUE CROSSING

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>PERCENTAGE YTD ACTUAL vs YTD BUDGET</u>
TOTAL SPARTAN AVENUE REVENUE	\$ 429,166.67	\$ 2,145,833.35	\$ 2,145,833.33	\$ 5,150,000.00	100.0%
TOTAL SPARTAN AVENUE EXPENDITURES	\$ -	\$ 216.00	\$ 62,500.00	\$ 150,000.00	0.3%
NET REVENUE OVER EXPENDITURES	\$ 429,166.67	\$ 2,145,617.35	\$ 2,083,333.33	\$ 5,000,000.00	

DOWNTOWN BUILDING RENOVATION

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>PERCENTAGE YTD ACTUAL vs YTD BUDGET</u>
TOTAL DOWNTOWN BUILDING REVENUE	\$ 166,666.67	\$ 833,333.35	\$ 833,333.33	\$ 2,000,000.00	100.0%
TOTAL DOWNTOWN BUILDING EXPENDITURES	\$ 32,529.44	\$ 80,381.94	\$ 833,333.33	\$ 2,000,000.00	9.6%
NET REVENUE OVER EXPENDITURES	\$ 134,137.23	\$ 752,951.41	\$ -	\$ -	

ARBORETUM

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>PERCENTAGE YTD ACTUAL vs YTD BUDGET</u>
TOTAL ARBORETUM REVENUE	\$ 583,333.33	\$ 2,916,666.65	\$ 2,916,666.67	\$ 7,000,000.00	100.0%
TOTAL ARBORETUM EXPENDITURES	\$ -	\$ 18,889.00	\$ 2,333,333.33	\$ 5,600,000.00	0.8%
NET REVENUE OVER EXPENDITURES	\$ 583,333.33	\$ 2,897,777.65	\$ 583,333.34	\$ 1,400,000.00	

RICHARDSON PARK

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>PERCENTAGE YTD ACTUAL vs YTD BUDGET</u>
TOTAL RICHARDSON PARK REVENUE	\$ 833,333.33	\$ 4,166,666.65	\$ 15,833,333.33	\$ 38,000,000.00	26.3%
TOTAL RICHARDSON PARK EXPENDITURES	\$ 114,063.89	\$ 596,792.99	\$ 12,812,500.00	\$ 30,750,000.00	4.7%
NET REVENUE OVER EXPENDITURES	\$ 719,269.44	\$ 3,569,873.66	\$ 3,020,833.33	\$ 7,250,000.00	

NEWELL FARM PARK

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2026 BUDGET</u>	<u>PERCENTAGE YTD ACTUAL vs YTD BUDGET</u>
TOTAL NEWELL FARM REVENUE	\$ 33,333.33	\$ 166,666.65	\$ 166,666.67	\$ 400,000.00	100.0%
TOTAL NEWELL FARM EXPENDITURES	\$ -	\$ 33,200.00	\$ 166,666.67	\$ 400,000.00	19.9%
NET REVENUE OVER EXPENDITURES	\$ 33,333.33	\$ 133,466.65	\$ -	\$ -	

TOTAL CAPITAL PROJECTS REVENUE	\$ 2,045,833.33	\$ 10,229,166.65	\$ 21,895,833.33	\$ 52,550,000.00	
TOTAL CAPITAL PROJECTS EXPENDITURES	\$ 146,593.33	\$ 729,479.93	\$ 16,208,333.33	\$ 38,900,000.00	
TOTAL REVENUE OVER EXPENDITURES	\$ 1,899,240.00	\$ 9,499,686.72	\$ 5,687,500.00	\$ 13,650,000.00	

Board of Trustees Information



Administration Department

Meeting Date:	July 14, 2026
Agenda Title/Subject:	Contract Regarding Purchase of Land Owned by Thompson School District
Type of Item:	Consent Agenda
Purpose:	To receive approval for land purchase of the 6.67 acres of undeveloped land at Waggener Farm Park with the Thompson School District and to authorize execution of agreement.
Presented by:	Jeremy Olinger

Attachments:

1. Ordinance 1386 School District Land Purchase
2. Property Purchase Exhibit
3. Contract to Buy and Sell Real Estate
4. Waggener Farm Subdivision Map

Background:

Previously, Staff have been working with the Thompson School District over the past twelve months to negotiate the purchase of a 6.67-acre (+/-) undeveloped parcel located on Waggener Farm Park owned by the School District. The parcel is located in the middle area of the park and shares boundary lines of the two properties which are owned respectively by the School District and Town of Berthoud. During the early design process of the Arboretum in 2024, it was directed by the Board to inquire about interest in the property and work to negotiate having the undeveloped area become part of the future development of the Arboretum with the intent of having a more complete project at the Waggener Farm Property when completed.

As a regular agenda item at the January 13th, 2026, board meeting, the identified 6.67 acres of undeveloped land acquisition potential at Waggener Farm Park was discussed during the open session. At the same January meeting, in a subsequent executive session, the board received additional details about the property negotiations from staff and gave direction to continue working with the School District to come to a final agreement to acquire the property.

At the Thompson School District's June 10th school board meeting, the board voted to approve a contract to sell the undeveloped 6.67 acres to the Town of Berthoud. Staff is now ready to execute the contract with the School District and is requesting Trustee approval to complete the sales agreement. The District has agreed to sell the 6.67 land to the Town for the sales price of \$100,350. Once the sale is complete, and with the parcel already having been designed into the construction design documents for the Arboretum, it will be developed as such when the Arboretum is constructed.

Please note that Town Staff is aware that the document will be updated to reflect current dates, times, and other typos relating to general document updates and normal timelines

of this negotiation. We understand it requires current dates as we are only asking for approval to sign at this time. We will then clean up the clerical items in the document before executing the contract.

Update/Next Steps:

This section should be used to provide:

- Any updates if the item has been presented to the Town Board previously and articulate next steps if this item will be coming back for further consideration.

Fiscal Impact and Fund Source:

36-00-5171- The Larimer County Open Space Tax Fund

Community Touchstones:

The Town of Berthoud strongly values parks and open spaces. The incredible spaces the Town has created and redeveloped over the past five years are a significant part of our Community Identity. We believe that a healthy, vibrant community is built on a foundation of balancing that responsibility with the enjoyment of creating additional park areas and spaces for all residents to use.

Recommended Action(s):

To approve this request as part of the Consent Agenda.

**Ordinance No. 1386
Series 2026**

An Ordinance of the Town of Berthoud Authorizing the Purchase of Real Property and Approving a Contract to Buy and Sell Real Estate with the Thompson School District R2-J

Whereas, Thompson School District R2-J ("School District") is the owner of the real property located in Larimer County and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

Whereas, the Town desires to purchase the Property to add to its ownership of Lot 1, Waggener Farm First Subdivision for expansion of its multi-use community park; and

Whereas, the Town desires to purchase the Property for the purchase price pursuant to the terms and conditions set forth in the Contract to Buy and Sell Real Estate (the "Contract") for the sale of the Property to the Town for a purchase price of \$100,350 (the "Purchase Price").

Now Therefore be it Ordained by the Board of Trustees of the Town of Berthoud as follows:

Section 1. Authorization and Approval. The Board of Trustees hereby authorizes the purchase of the Property from the School District for the Purchase Price in accordance with the Contract. The Board of Trustees hereby approves the Contract with the School District in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Town Administrator is authorized to execute the Contract as well as all documents necessary to close on the purchase of the Property.

Section 2. 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 3. 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 4. Effective Date. This Ordinance shall take effect 30 days after publication following adoption.

Introduced, approved and adopted this 14th day of July, 2026.

Town of Berthoud

William Karspeck, Mayor

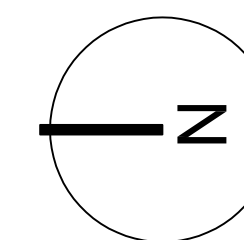
Attest

Christian R. Samora, CMC, Town Clerk



807 Mountain Ave PO Box 1229
Berthoud CO 80513 O: 970.532.2643 F: 970.532.0640
Berthoud.org

THOMPSON SCHOOL DISTRICT PROPERTY PURCHASE EXHIBIT



SCALE: NTS

EX. 1

SHEET 1 of 1

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: March , 2026

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Berthoud, a Colorado Statutory Town (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☐ Other _____.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Thompson School District R2-J, a Colorado School District (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Larimer, Colorado (insert legal description):

A PORTION OF LOT 2, WAGGENER FARM FIRST SUBDIVISION, RECORDED UNDER RECEPTION NO. 20070032687, LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF LOT 2, WAGGENER FARM FIRST SUBDIVISION, IS ASSUMED TO BEAR NORTH 89°59'56" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2:

THENCE NORTH 89°59'56" EAST ON SAID NORTH LINE A DISTANCE OF 690.90 FEET TO THE EAST LINE OF LOT 2;

THENCE SOUTH 00°23'17" EAST ON THE EAST LINE OF SAID LOT 2 A DISTANCE OF 207.23 FEET;

THENCE SOUTH 89°59'56" WEST A DISTANCE OF 490.64 FEET;

THENCE SOUTH 00°23'17" EAST A DISTANCE OF 739.78 FEET TO THE SOUTH LINE OF SAID LOT 2;

THENCE SOUTH 89°59'56" WEST ON SAID SOUTH LINE A DISTANCE OF 200.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE NORTH 00°23'17" WEST ON THE WEST LINE OF SAID LOT 2 A DISTANCE OF 947.02 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 291,318 SQUARE FEET OR 6.69 ACRES MORE OR LESS.

known as: Vacant land
Street Address City State Zip

54 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of
55 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

56 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

57 **2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price
58 unless excluded under **Exclusions: See Section 30 Addendum.**

59

60 If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the
61 Purchase Price.

62 **2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
63 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens
64 and encumbrances, except:

65

66 Buyer ☐ **Will** ☒ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6.
67 (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not
68 receive such approval this Contract terminates.

69

70 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
71 applicable legal instrument.

72 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to
73 Buyer at Closing (Leased Items):

74

75 Buyer ☐ **Will** ☒ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review
76 under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not
77 receive such approval this Contract terminates.

78

79 ☐ **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless
80 of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity
81 (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☒ **Will Not** assume Seller's obligations under such
82 Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the
83 third-party before Closing. If Buyer does not receive such approval this Contract terminates.

84

85 **2.6. Exclusions.** The following items are excluded (Exclusions):

86

87 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

88 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

89 N/A

90 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

91 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,
92 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

93

94 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that
95 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
96 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
97 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
98 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
99 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
100 _____.

101 ☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

102

103 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
104 conveyed as part of the Purchase Price as follows:

105

106 If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of
107 the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

108 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to
109 Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to
110 Buyer by executing the applicable legal instrument at Closing.

111 **2.7.7. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory
112 to Buyer on or before the **Water Rights Examination Deadline.**

113 2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

114

115 3. DATES, DEADLINES AND APPLICABILITY.

116 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	See Section 30 Addendum
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	5 days after MEC
4	§ 8	Record Title Objection Deadline	30 days after MEC
5	§ 8	Off-Record Title Deadline	5 days after MEC
6	§ 8	Off-Record Title Objection Deadline	30 days after MEC
7	§ 8	Title Resolution Deadline	35 days after MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	5 days after MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		Survey	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	30 days after MEC
27	§ 9	New ILC or New Survey Resolution Deadline	35 days after MEC
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	30 days after MEC
30	§ 10	Inspection Termination Deadline	25 days after MEC
31	§ 10	Inspection Objection Deadline	30 days after MEC
32	§ 10	Inspection Resolution Deadline	35 days after MEC
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	5 days after MEC
35	§ 10	Due Diligence Documents Objection Deadline	30 days after MEC
36	§ 10	Due Diligence Documents Resolution Deadline	35 days after MEC
37	§ 10	Environmental Inspection Termination Deadline	25 days after MEC
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	

41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	<i>15 days after expiration Due Diligence Deadline</i>
44	§ 17	Possession Date	At Closing
45	§ 17	Possession Time	12 pm
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	5 pm

117 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”.
118 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
119 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
120 “None”, such provision means that “None” applies.

121 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.
122 The abbreviation “N/A” as used in this Contract means not applicable.

123 **3.3. Day; Computation of Period of Days; Deadlines.**

124 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
125 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
126 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
127 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
128 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

129 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
130 ending date is not specified, the first day is excluded and the last day is included.

131 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
132 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be
133 checked, the deadline will not be extended.

134 **4. PURCHASE PRICE AND TERMS.**

135 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows: **SEE**
136 **SECTION 30 ADDENDUM**

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price		\$ 100,350.00
2	§ 4.3.	Earnest Money	\$2,500.00	
3	§ 4.5.	New Loan	0	
4	§ 4.6.	Assumption Balance	0	
5	§ 4.7.	Private Financing	0	
6	§ 4.7.	Seller Financing	0	
7				
8				
9	§ 4.4.	Cash at Closing	\$97,550.00	
10		TOTAL	\$100,350.00	

137 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller
138 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
139 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
140 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
141 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
142 elsewhere in this Contract.

143 **4.3. Earnest Money.** The Earnest Money and Additional Earnest Money, as set forth in the Section 30 Addendum, in the
144 form of a Check, will be payable to and held by Title Company (Earnest Money Holder), in its trust account, on behalf of
145 both Seller and Buyer. The Earnest Money and Additional Earnest Money deposit must be tendered, by Buyer, as set forth in the
146 Section 30 Addendum. The parties authorize delivery of the Earnest Money and Additional Earnest Money deposit to the company
147 conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have

148 interest on Earnest Money and Additional Earnest Money deposits transferred to a fund established for the purpose of providing
149 affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money
150 and Additional Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

151 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
152 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

153 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
154 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as
155 provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to
156 Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest
157 Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as
158 provided in § 23 (Earnest Money Dispute), if the Earnest Money and Additional Earnest Money has not already been paid to
159 Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with
160 Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

161 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
162 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller**
163 **is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

164 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
165 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer**
166 **is in Default**", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

167 **4.4. Form of Funds; Time of Payment; Available Funds.**

168 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
169 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
170 check, savings and loan teller's check and cashier's check (Good Funds).

171 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
172 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
173 **NONPAYING PARTY WILL BE IN DEFAULT**.

174 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have
175 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

176 **4.5. New Loan. Omitted as Inapplicable.**

177
178 **4.6. Assumption. Omitted as Inapplicable.**

179
180 **4.7. Seller or Private Financing. Omitted as Inapplicable.**

181

TRANSACTION PROVISIONS

182 **5. FINANCING CONDITIONS AND OBLIGATIONS. Omitted as Inapplicable.**

183

184 **6. APPRAISAL PROVISIONS.**

185 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged
186 on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set
187 forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property
188 to be valued at the Appraised Value.

189 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
190 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

191 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
192 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
193 **Objection Deadline**:

194 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
195 or

196 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
197 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

198 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
199 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
200 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal
201 of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

202 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
203 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
204 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
205 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
206 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
207 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

208 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by
209 ☒ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company,
210 lender's agent or all three.

211 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
212 Communities and subject to one or more declarations (Association).

213 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
214 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
215 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
216 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
217 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
218 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
219 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
220 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION,**
221 **BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM**
222 **MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION**
223 **(OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
224 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
225 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
226 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
227 **ASSOCIATION.**

228 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined
229 below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the
230 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon
231 Buyer's receipt of the Association Documents, regardless of who provides such documents.

232 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

233 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating
234 agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under
235 § 38-33.3-209.5, C.R.S.;

236 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers'
237 meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S.
238 (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the
239 preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

240 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
241 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list
242 must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies
243 listed (Association Insurance Documents);

244 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
245 disclosed in the Association's last Annual Disclosure;

246 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
247 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
248 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
249 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
250 Association's community association manager or Association will charge in connection with the Closing including, but not limited
251 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
252 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list
253 of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4.
254 and 7.3.5., collectively, Financial Documents);

255 7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
256 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
257 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under §
258 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the
259 common elements or limited common elements of the Association property.

260 7.4. **Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
261 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
262 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
263 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
264 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
265 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
266 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
267 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any
268 Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

269 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

270 **8.1. Evidence of Record Title.**

271 ☐ 8.1.1. **Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
272 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
273 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
274 Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be
275 issued and delivered to Buyer as soon as practicable at or after Closing.

276 ☒ 8.1.2. **Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
277 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must
278 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
279 Price.

280 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies. *Buyer acknowledges that Seller has obtained a title commitment*
281 *for the larger parcel of which the Property is a part, from Heritage Title Company- Fort Collins, 3491 E. Harmony Road, Suite*
282 *110, Fort Collins, Co 80528; Order number 459-HS0853987-414. The parties agree to use Heritage Title Company. Within 5*
283 *days of MEC, Seller will arrange for the title company to revise the legal description of the Property consistent with Section 2.4*
284 *herein.*

285 8.1.3. **Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
286 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
287 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
288 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6)
289 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
290 will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
291 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
292 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
293 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
294 object under § 8.7. (Right to Object to Title, Resolution).

295 8.1.4. **Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,
296 covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of
297 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
298 Documents).

299 8.1.5. **Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
300 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
301 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
302 party or parties obligated to pay for the owner's title insurance policy.

303 8.1.6. **Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
304 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

305 8.2. **Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
306 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
307 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
308 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
309 Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
310 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
311 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
312 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or

313 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
314 Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7.
315 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
316 required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
317 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
318 Commitment and Title Documents as satisfactory.

319 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
320 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
321 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
322 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
323 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not
324 shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or
325 Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection,
326 notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller
327 on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title**
328 **Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter.
329 If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title
330 objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive
331 Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to
332 such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

333 **8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO**
334 **GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX**
335 **LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS**
336 **MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH**
337 **DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO**
338 **DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD**
339 **INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING**
340 **THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND**
341 **BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY**
342 **CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is:**
343 _____.

344 **8.5. Tax Certificate.** A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property listing any special taxing or
345 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If
346 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or
347 before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at
348 Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days
349 after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would
350 otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or
351 before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax
352 Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan
353 Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

354 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
355 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
356 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
357 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
358 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
359 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not
360 occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to
361 Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

362 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
363 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax
364 Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on
365 or before the applicable deadline, Buyer has the following options:

366 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
367 of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on
368 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller
369 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such
370 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the
371 Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3.

372 (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after
373 Buyer's receipt of the applicable documents; or

374 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or
375 before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

376 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
377 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
378 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
379 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and
380 various laws and governmental regulations concerning land use, development and environmental matters.

381 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
382 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
383 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
384 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
385 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE**
386 **THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE,**
387 **OIL, GAS OR WATER.**

388 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
389 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
390 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
391 **RECORDER.**

392 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
393 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
394 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
395 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

396 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
397 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
398 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
399 **AND GAS CONSERVATION COMMISSION.**

400 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from,
401 or not covered by the owner's title insurance policy.

402 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to
403 Buyer on or before the **Mineral Rights Examination Deadline.** *Buyer acknowledges that Seller will reserve all mineral rights in*
404 *the conveyance deed as described in Section 30, Addendum, Exhibit A.*

405 **9. NEW ILC, NEW SURVEY.**

406 **9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2)
407 ☒ **New Survey in the form of ALTA Survey**; is required and the following will apply:

408 **9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The
409 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a
410 date after the date of this Contract.

411 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
412 Closing, by: ☐ **Seller** ☒ **Buyer** or:
413 N/A

414 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
415 the opinion of title if an Abstract of Title) and N/A will receive a New ILC or New Survey on or before **New**
416 **ILC or New Survey Deadline.**

417 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
418 to all those who are to receive the New ILC or New Survey.

419 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
420 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
421 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
422 Seller incurring any cost for the same.

423 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New
424 Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective
425 discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

426 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or
427 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
428 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

429 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
430 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
431 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New**
432 **Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the **New ILC or New Survey Objection** before
433 such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

434

DISCLOSURE, INSPECTION AND DUE DILIGENCE

435 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
436 **WATER.**

437 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to
438 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed
439 by Seller to Seller's actual knowledge and current as of the date of this Contract.

440 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
441 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
442 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
443 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
444 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
445 Seller is conveying the Property and Inclusions to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

446 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
447 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
448 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
449 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
450 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
451 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor
452 or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in
453 Buyer's sole subjective discretion, Buyer may:

454 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
455 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously
456 deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection
457 to Seller pursuant to § 10.3.2.; or

458 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
459 description of any unsatisfactory condition that Buyer requires Seller to correct.

460 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
461 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
462 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the
463 Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this
464 provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline
465 passes by executing an Earnest Money Release.

466 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
467 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
468 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
469 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
470 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
471 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
472 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
473 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
474 pursuant to an Inspection Resolution.

475 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
476 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
477 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

478 **10.6. Due Diligence.**

479 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
480 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**
481 **Delivery Deadline**:

482 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
483 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
484 are as follows (Leases):

485 N/A

486 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be
487 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
488 Buyer on or before **Due Diligence Documents Delivery Deadline**.

489 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
490 pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
491 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

492 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless of
493 its name or title).

494 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government
495 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

496 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
497 of the following:

498 **10.6.1.6.1. Delete.** All contracts relating to the operation, maintenance and management of
499 the Property;

500 ☐ **10.6.1.6.2.** Property tax bills for the last _____ years;

501 ☐ **10.6.1.6.3. Delete.** As-built construction plans to the Property and the tenant improvements,
502 including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of
503 Occupancy, to the extent now available;

504 ☒ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

505 ☐ **10.6.1.6.5.** Operating statements for the past _____ years;

506 ☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

507 ☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
508 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

509 **10.6.1.6.8. Delete.** All insurance policies pertaining to the Property and copies of any claims
510 which have been made for the past 5 years;

511 ☒ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property
512 (if not delivered earlier under § 8.3.);

513 ☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
514 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of
515 asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon
516 gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or
517 known to Seller;

518 **10.6.1.6.11. Delete.** Any *Americans with Disabilities Act* reports, studies or surveys
519 concerning the compliance of the Property with said Act;

520 **10.6.1.6.12. Delete.** All permits, licenses and other building or use authorizations issued by
521 any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or
522 use authorizations, if any; and

523 ☐ **10.6.1.6.13. Other:**

524

525 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the
526 Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole
527 subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

528 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is
529 terminated; or

530 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
531 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

532 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received
533 by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a
534 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**
535 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection
536 before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

537 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or
538 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review
539 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended
540 due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence
541 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due
542 Diligence Document.

543 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection**
544 Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
545 the Property, in Buyer's sole subjective discretion.

546 **10.6.4. Due Diligence – Environmental.** Buyer has the right to obtain environmental inspections of the Property
547 including a Phase I Environmental Site Assessment. ☐ Seller ☒ Buyer will order or provide a current Phase I Environmental
548 Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental
549 Site Assessments) and/or N/A, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection).

550 If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
551 **Inspection Termination Deadline** will be extended by 30 days (Extended Environmental Inspection
552 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing **Date**,
553 the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II
554 Environmental Site Assessment.

555 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the
556 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
557 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
558 subjective discretion.

559 **10.6.5. Due Diligence – ADA.** Buyer, at Buyer's expense, may also conduct an evaluation whether the Property
560 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at
561 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the
562 Property, if any.

563 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any
564 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

565 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
566 owned by Buyer and commonly known as N/A. Buyer has
567 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
568 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
569 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
570 provision.

571 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ Does ☒ Does Not
572 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable
573 water for the Property. ☐ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well
574 permit.

575 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
576 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
577 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

578 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
579 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the
580 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller
581 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably
582 withheld or delayed.

583 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

584 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

585 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

586 11. TENANT ESTOPPEL STATEMENTS.

587 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
588 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
589 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel
590 Statement) attached to a copy of the Lease stating:

591 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

592 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
593 amendments;

594 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

595 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

596 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

597 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
598 demising the premises it describes.

599 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
600 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
601 required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

602 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
603 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
604 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
605 waive any unsatisfactory Estoppel Statement.

606

CLOSING PROVISIONS

607 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

608 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to
609 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
610 Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing
611 Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller
612 will furnish any additional information and documents required by Closing Company that will be necessary to complete this
613 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

614 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with
615 this Contract.

616 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
617 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the
618 Property. The hour and place of Closing will be as designated by agreement between Seller and Buyer.

619 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary
620 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

621 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
622 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer
623 such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

624 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
625 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒
626 **special warranty deed** ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed
627 ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
628 sufficient special warranty deed to Buyer, at Closing.

629 Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a
630 general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S. **Title will**
631 **also be conveyed subject to Seller's reservation of any mineral interests.**

632 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
633 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
634 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
635 at or before Closing by Seller from the proceeds of this transaction or from any other source.

636 15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND 637 WITHHOLDING.

638 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
639 to be paid at Closing, except as otherwise provided herein.

640 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☒ **Buyer** ☐ **Seller**
641 ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

642 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
643 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
644 associated with or specified in the Status Letter will be paid as follows:

645 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

646 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer**
647 **and One-Half by Seller** ☐ **N/A**.

648 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
649 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by**
650 **Buyer and One-Half by Seller** ☒ **N/A**.

15.3.4. **Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. **Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.5. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. **Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. **Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$_____ for:

☐ Water District/Municipality ☐ Water Stock

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.8. **Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. **FIRPTA and Colorado Withholding.**

15.9.1. **FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. **Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. **Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and Most Recent Assessed Valuation, ☒ Other Seller is a political subdivision of the State of Colorado. The Property is, and has been, exempt from all ad valorem taxes.

16.1.2. **Rents.** Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. **Other Prorations.** Water and sewer charges, propane, interest on continuing loan and N/A.

16.1.4. **Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. **Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and N/A. Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 300 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

764 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller
765 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is
766 agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the
767 parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for
768 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
769 additional damages.

770 **20.2. If Seller is in Default:**

771 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which
772 case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
773 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
774 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific
775 performance or damages, or both.

776 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
777 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements
778 or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any
779 such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under
780 this Contract are reserved and survive Closing.

781 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
782 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
783 reasonable costs and expenses, including attorney fees, legal fees and expenses.

784 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
785 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
786 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
787 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
788 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
789 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at
790 that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from
791 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.
792 This Section will not alter any date in this Contract, unless otherwise agreed.

793 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
794 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
795 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole
796 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and
797 deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and
798 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
799 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
800 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is
801 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has
802 not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of
803 the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this
804 Contract.

805 **24. TERMINATION.**

806 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
807 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
808 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
809 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
810 satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable
811 deadline specified in the Contract is ineffective and does not terminate this Contract.

812 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be
813 timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

814 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
815 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
816 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the
817 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right

818 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the
819 same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

820 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

821 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
822 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
823 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
824 must be received by the party, not Broker or Brokerage Firm).

825 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
826 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
827 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party,
828 not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or N/A.

829 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
830 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
831 access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

832 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
833 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
834 located in Colorado.

835 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
836 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or
837 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between
838 Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy
839 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

840 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
841 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title**
842 **Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity,**
843 **Insurability, Due Diligence and Source of Water.**

844 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** *Omitted as Inapplicable.*

845

ADDITIONAL PROVISIONS AND ATTACHMENTS

846 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
847 Commission.)

848 *See attached Addendum to Contract to Buy and Sell Real Estate Between Buyer and Seller*

849 **31. OTHER DOCUMENTS.**

850 **31.1. Documents Part of Contract.** The following documents are a part of this Contract:

851 *Section 30 Addendum, Exhibit A*

852 **31.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:

853 *Seller's Property Disclosures*

854

855

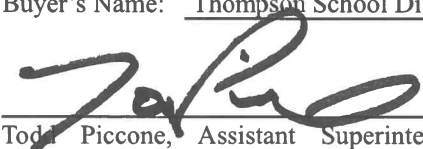
SIGNATURES

856

Buyer's Name: Town of Berthoud

Buyer's Name: Thompson School District R2-J

Chris Kirk, Town Administrator Date


Todd Piccone, Assistant Superintendent -Date
Operations

Address: 807 Mountain Avenue
PO Box 1229

Address: 800 S. Taft Avenue
Loveland, CO 80537

Phone No.: 970-532-2643
Fax No.:
Email Address: ckirk@berthoud.org

Phone No.: 970-613-5050
Fax No.:
Email Address: todd.piccone@tsd.org

857 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: _____

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

858

859

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

B. Broker Working with Seller

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____

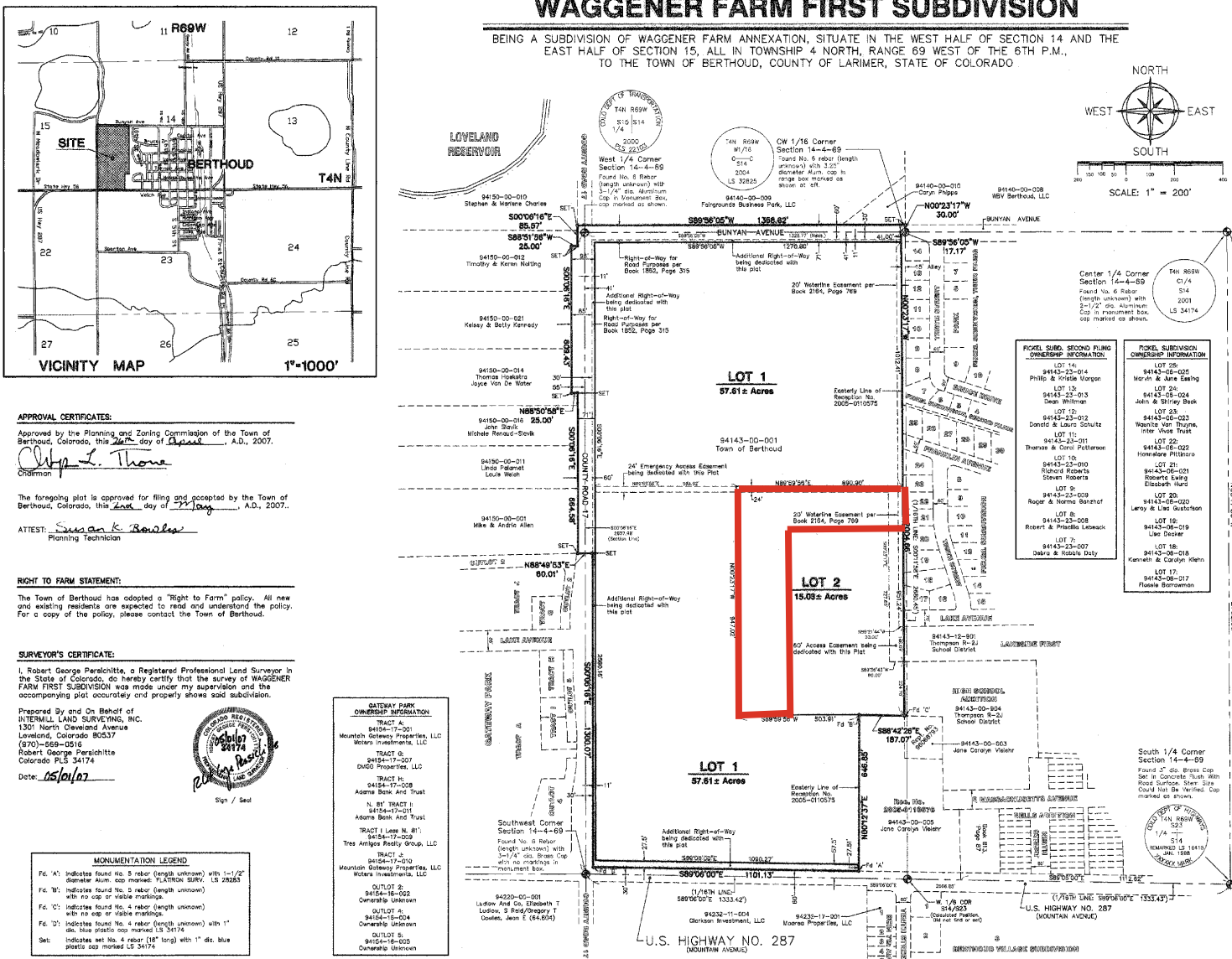
Phone No.: _____
Fax No.: _____
Email Address: _____

860
861 4924-5367-3610, v. 1

RECEIVED: 2007032607, 05/02/2007 at 12:22:05 PM, 1 OF 1, R 813.00 Scott Doyle, Larimer County, CO

WAGGENER FARM FIRST SUBDIVISION

BEING A SUBDIVISION OF WAGGENER FARM ANNEXATION, SITUATE IN THE WEST HALF OF SECTION 14 AND THE EAST HALF OF SECTION 15, ALL IN TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M., TO THE TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO.



LEGAL DESCRIPTION AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners of WAGGENER FARM ANNEXATION, situate in the West half of Section 14 and the East half of Section 15, both in Township 4 North, Range 69 West of the 6th Principal Meridian, Town of Berthoud, County of Larimer, State of Colorado, more particularly described as follows:

Considering the South line of the Southwest Quarter of said Section 14 as bearing South 89°06'00" East and with all bearings contained herein relative thereto;

BEGINNING at the Northeast corner of the West Half of the Southwest Quarter of said Section 14; thence North 0°23'17" West 30.00 feet, more or less, to a point on the Northern line of that certain parcel of land as described in Deed recorded in Book 1882, Page 315, records of said County; thence along the Northern and Western lines of said parcel for the following (5) courses and distances, South 89°06'00" West 1358.62 feet; thence South 0°06'18" East 85.57 feet; thence South 89°15'56" West 25.00 feet; thence South 0°06'18" East 605.43 feet; thence North 89°05'58" East 25.00 feet, more or less, to a point on the Western right of way line of Larimer County Road 17; thence along said Western right of way line South 0°06'18" East 864.95 feet, more or less, to a point on the Northern line of Gateway Park, Berthoud, Colorado; thence departing said Western right of way line and along said Northern line and the Eastern prolongation of said Northern line North 89°49'53" East 80.01 feet, more or less, to a point on the Eastern right of way line of Larimer County Road 17; thence departing said Eastern right of way line and along said Eastern right of way line South 0°06'18" East 1300.07 feet, more or less, to a point on the Northern line of that certain parcel of land as described in Deed recorded at Reception No. 2005-0110575, records of said county; thence departing said Northern right of way line and along the Eastern line of said certain parcel of land North 0°23'17" East 646.85 feet; and again South 89°42'28" East 187.07 feet; thence continuing along said Eastern line and along the Northern prolongation of said East line North 0°23'17" West 2004.56 feet, more or less, to a point on the Northern line of the West half of the Southwest Quarter of said Section 14; thence along said Northern line North 89°06'00" East 17.17 feet to the Northeast corner of the West half of the Southwest Quarter of said Section 14, said point also being the TRUE POINT OF BEGINNING.

Containing 78.14 acres, more or less.

Have said, plotted, and subdivided the above described land, under the name and style of WAGGENER FARM FIRST SUBDIVISION, and by these presents do dedicate to the Town of Berthoud in fee simple the street and public rights-of-way as shown on the plat, and grants to the Town of Berthoud such easements as are created hereby and depicted or, by note, referenced herein, along with the right to install, maintain, and operate mains, transmission lines, service lines, and appurtenances, either directly or through the various public utilities, as may be necessary to provide such utility, cable television, and sanitary services within this subdivision, or property contiguous thereto, through, over, under, and across streets, utility and other easements, and other public places as shown on the plat.

OWNER(S):
TOWN OF BERTHOUD, COLORADO

By: *[Signature]*
As: *[Signature]*

STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 2nd day of May, 2007 by JAMES L. WILKIE as ADMINISTRATOR for the Town of Berthoud, Colorado.

Witness my hand and official seal.

My commission expires 01-03-10

[Signature]
Notary Public

EMILY M. KINZER
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 08/00

NOTES:

The approval of the plat of this minor subdivision and execution of this plat are conditioned upon compliance with the following:

- The School District will coordinate the design and uses with the Town's staff, the Planning and Zoning Commission and the Parks and Open Space Board to the maximum extent possible and address all of staff's technical comments.
- The present boundary of a waterline easement, 20 feet wide adjacent to the east boundary of Lot 1 and 2, Waggener Farm First Subdivision. There presently exists an access easement which is 60 feet wide commencing at Lake Avenue. It continues north and incorporates the waterline easement. The planning commission of the Town of Berthoud has determined that these two easements, in conjunction with the Deed Restrictions for Lot 2 constitute adequate bicycle and pedestrian access to the south portion of Lot 1 and an adequate offset between Lot 2 and the existing dwellings which are located east of the east boundaries of Lots 1 and 2.

APPROVAL CERTIFICATES:

Approved by the Planning and Zoning Commission of the Town of Berthoud, Colorado, this 2nd day of May, A.D., 2007.

[Signature]
Chairman

The foregoing plat is approved for filing and accepted by the Town of Berthoud, Colorado, this 2nd day of May, A.D., 2007.

ATTEST: *[Signature]*
Planning Technician

RIGHT TO FARM STATEMENT:

The Town of Berthoud has adopted a "Right to Farm" policy. All new and existing residents are expected to read and understand the policy. For a copy of the policy, please contact the Town of Berthoud.

SURVEYOR'S CERTIFICATE:

I, Robert George Parachitto, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey of WAGGENER FARM FIRST SUBDIVISION was made under my supervision and the accompanying plat accurately and properly shows said subdivision.

Prepared by and on behalf of:
INTERMILL LAND SURVEYING, INC.
1301 North Cleveland Avenue
Loveland, Colorado 80537
(970)-569-0516
Robert George Parachitto
Colorado P.L.S. 34174

Date: 05/01/07



Sign / Seal

MONUMENTATION LEGEND

- Fe. 'A': Indicates found No. 5 rebar (length unknown) with 1-1/2" diameter Alum. cap marked T-1000 SURV. L.S. 23003
- Fe. 'B': Indicates found No. 5 rebar (length unknown) with no cap or visible markings
- Fe. 'C': Indicates found No. 4 rebar (length unknown) with no cap or visible markings
- Fe. 'D': Indicates found No. 4 rebar (length unknown) with 1" dia. blue plastic cap marked L.S. 34174
- Set: Indicates set No. 4 rebar (18" long) with 1" dia. blue plastic cap marked L.S. 34174

BASIS OF BEARINGS STATEMENT:

Basis of Bearings for this plat are based on an assumed bearing of South 89°06'00" East on the South line of the Southwest Quarter of Section 14, Township 4 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado. (Monumentation of said line as shown).

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this plat be commenced more than five years from the date of the publication of this survey.

INTERMILL LAND SURVEYING, INC.
1301 NORTH CLEVELAND AVENUE LOVELAND, COLORADO 80537 BUS. (970)-669-0516 / FAX (970)-635-8775

REVISED: 05-23-07 BY: RM DATE: 05-23-07

DATE: 05-23-07 CHECKED BY: RM SCALE: 1"=200'

APPROVED BY: *[Signature]*

CLIENT: TOWN OF BERTHOUD
328 Massachusetts Avenue
Berthoud, Colorado 80513

PROJECT TITLE: WAGGENER FARM FIRST SUBDIVISION
TO THE TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO

SHEET NO. 1
NO. OF SHEETS 1
PROJECT NO. P-07-6218

Board of Trustees Information

Community Development Department



Meeting Date:	July 14, 2026
Agenda Title/Subject:	Presentation: Larimer County Growth Management Area Boundary IGA Update
Type of Item:	Regular Item
Purpose:	Introduce the concept of an IGA with Larimer County for growth management.
Presented by:	Anne Johnson

Attachments:

1. Growth Management Area Boundary IGA Presentation
2. Berthoud Larimer IGA 2000

Background:

Intergovernmental Agreements (IGA) afford communities the ability to collaborate and determine their growth boundaries, common design standards, road maintenance and land use, for example. The Town of Berthoud and the Town of Mead entered into an IGA in June 2025 regarding their Urban Growth Boundaries. The Town of Berthoud and Larimer County have an IGA dated August 2000 which requires an update to be reflective of the Town's 2021 Future Land Use Map. Updating the IGA with Larimer County will encourage development to occur within the Town versus in the County to afford Berthoud greater control over the development patterns, design expectations, and impact on Town infrastructure than if the development would occur in the County and adjacent to the Town. The County has updated its IGA template over the past 25 years and agrees it is time for an update.

Update/Next Steps:

With Town Trustee concurrence on the importance of this activity, staff will proceed forward with County staff to draft an IGA update for review at a future Trustee meeting. The County will proceed forward to communicate with those in unincorporated Larimer County and in the Town's Growth Management Area.

Fiscal Impact and Fund Source:

There are no negative fiscal impacts to the Town by this activity as it will be completed in-house by Town and County staff. The Town Attorneys will review the IGA once both staff teams have reached an agreement.

Community Touchstones:

An updated IGA enables the Town to manage growth cooperatively with Larimer County. By doing so, resilient and strategic planning are the intended outcomes.

Recommended Action(s):

Staff is seeking the Town Board's approval to move forward with the development of an updated IGA with Larimer County to better manage growth within the Town's Urban Growth Boundary.



LARIMER COUNTY & BERTHOUD

INTERGOVERNMENTAL AGREEMENT (IGA) & GROWTH MANAGEMENT AREA ZONE DISTRICT (GMA)

JULY 14, 2026

Matthew Lafferty, AICP
Larimer County Principal Planner

Community Development Department
200 W Oak Street, Suite 3100
Fort Collins, CO 80521
W: 970.498.7721
mlafferty@larimer.gov



Anne Best Johnson, AICP MBA
Community Development Director

807 Mountain Avenue
Berthoud, CO 80513
W: 970.344-5818
AJohnson@berthoud.org



AGENDA



Agenda

1. Introductions
2. Definitions and Acronyms
3. Comprehensive Plans
4. Intergovernmental Agreements
5. Growth Management Overlay Zone District
6. Questions



DEFINITIONS AND ACRONYMS



Comprehensive Plan - A long-term *policy* document that outlines a community's *vision* for *future land use* and development based upon various factors such as transportation, infrastructure, community resources and facilities, and the like. A Comprehensive Plan is *not regulatory*.

Land Use – A broad policy-oriented description of how areas of land in a community are to be used, such as agriculture, residential, commercial, industrial, recreation and civic uses.

Zoning – a regulatory system that implements land use objectives such as type and intensity of use, bulk requirements (height and setbacks), *review process, procedures for approval*, and development standards.

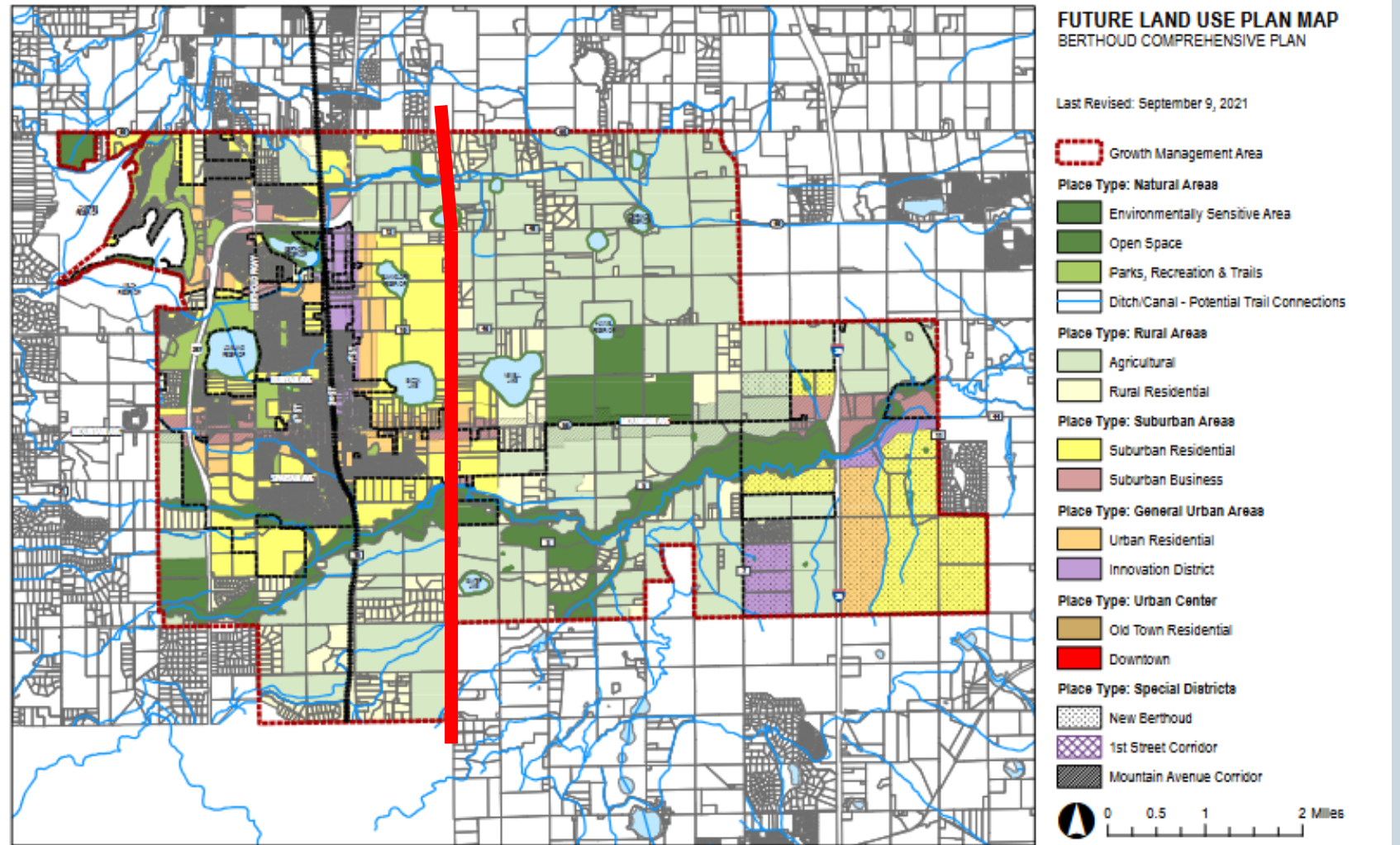
IGA = Intergovernmental Agreement – A contract or arrangements between two governmental agencies defining how they will collaborate on certain issues (i.e. land use and growth).

GMA = Growth Management Area – A geographic area where local governments plan for and manage land uses based upon desired growth and development objectives, often with the objective of ensuring adequate infrastructure and services are available to support new development.



COMPREHENSIVE PLANS

Comprehensive Plan – Future Land Use vision and Urban Growth Boundary



Berthoud's 2021 Comprehensive Plan

Community Engagement



COMPREHENSIVE PLANS

Community Participation

- 682 Survey responses
- 217 Open Link Survey Responses
- 2,444 Attendees at three Virtual Open Houses

Results are found in the goals & action items.





COMPREHENSIVE PLANS

Berthoud's 2021 Comprehensive Plan *Action Items*

Excerpts relative to strategic growth

- Update the Development Code to include placemaking techniques to enhance the Town's identity and provides for a mix of community spaces, amenities, programming, etc. that is distinct to Berthoud.
 - *Placemaking and Community Identity work is underway. May not require Code updates.*
- Work with agricultural landowners to establish conservation easements and preserve productive open lands
 - *Two Grants were received and are being implemented; acquisitions are planned; 3/30/25 open house was held; community engagement events and education continue*



Berthoud's 2021 Comprehensive Plan *Action Items*



COMPREHENSIVE PLANS

Excerpts relative to strategic growth

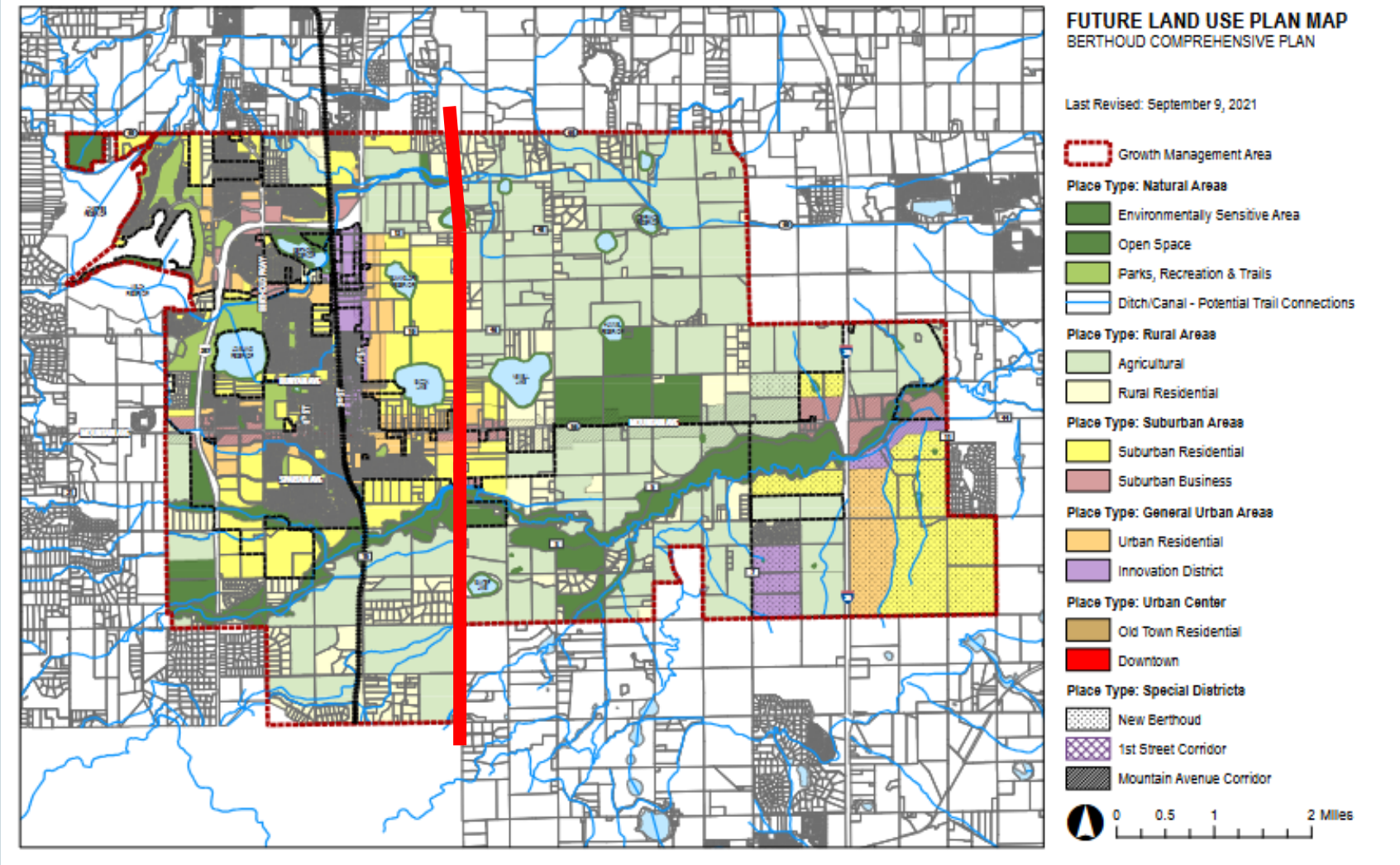
- Update the Berthoud/Larimer County Intergovernmental Agreement as needed to address matters of mutual land use concern within the GMA
 - *Tonight is the beginning*
- Update the Berthoud/Weld County Intergovernmental Agreement as needed to address matters of mutual land use concern within the GMA
- Adopt a Three Mile Area plan in accordance with CRS 31-12-105
 - *Completed every December*
- Annually adopt a resolution updating the Town's Three Mile Area Plan in accordance with CRS 31-12-105
 - *Completed every December*





COMPREHENSIVE PLANS

A major component of the Comprehensive Plan is the Future Land Use Map which acts as a blueprint for how a town, city or county will grow and evolve over time. It is not regulatory but is used to inform zoning decisions.





LARIMER COUNTY & TOWN OF BERTHOUD IGA



The Town of Berthoud and Larimer County are in the process of drafting an Intergovernmental Agreement establishing how our two governing agencies will interact together on land use matters.

The overall objective of the IGA is to achieve, to the extent practicable, long-term land use outcomes in the unincorporated areas of the County in alignment with the goals and objectives of the Comprehensive Plan for the Town, even when the development is outside of the Town incorporated limits.

Some features of the IGA include expectations regarding annexation, coordinated reviews, development standards and decision-making authority that will occur within a defined space referred to as the **GMA Overlay Zone District.**





WHAT ARE GMA'S

Growth Management Area (GMA)

GMAs can be either a regulatory tool or a policy document.

- Policy GMAs are recognized by a single agency for the purposes establishing a boundary for long range planning.
- Regulatory GMAs are recognized by both the Town and County to manage the quality of growth.

Making the IGA a regulatory tool can be accomplished by having the County adopt a **GMA Overlay Zone District** to coincide with an agreed upon planning boundary (GMA).

By utilizing this zoning tool, the County is enabled to guide property owners that will help achieve the land use objectives of the Town.





COMPREHENSIVE PLANS



A major component of the Comprehensive Plan is the Future Land Use Map which acts as a blueprint for how a town, city or county will grow and evolve over time. It is not regulatory but is used to inform zoning decisions.

Natural Areas

PLACE TYPE

ATTRIBUTES & CHARACTER VIEWS

The Natural Areas Place Type serves several different purposes, including:

- Inviting people to spend time outdoors and promoting an active lifestyle
- Protecting and enhancing existing natural resources, sensitive ecosystems, valuable wildlife habitat, waterways, lakes/reservoirs, and floodplains
- Protecting historic and cultural resources
- Providing public spaces for passive and active recreation and community events

Natural Areas, highlighted in the map below, are made up of 3 character districts, including:

- Environmentally Sensitive Areas
- Open Space
- Parks, Recreation and Trails

These character districts are described in detail on the following pages. Refer to the Berthoud Open Space Plan for additional information.



3-11 | 2021 BERTHOUD COMPREHENSIVE PLAN

Environmentally Sensitive Areas | CHARACTER DISTRICT

NATURAL AREAS | PLACE TYPE

GUIDING PRINCIPLE: The Environmentally Sensitive Areas Character District is intended to protect and enhance existing natural resources, sensitive ecosystems, and valuable wildlife habitat areas that are commonly associated with floodplains, waterways, lakes, ponds, wetlands, and critter corridors. The Little Thompson River corridor.

GENERAL CHARACTERISTICS

Preferred Land Uses
Preferred use will generally remain the same as that protecting environmentally sensitive areas.

Relevant Zone Districts
Environmentally sensitive areas generally cover land zoned Agriculture (Ag) within town limits, as well as Farming (FA) and Agriculture (A) in Larimer County and Weld County.

DEVELOPMENT FORM

Character of Development
The character of these areas will vary based on the resources that it is being protected, but they will generally be natural, native, open, and undeveloped.

Density & Intensity
Development within these areas, if any, will be limited to trails, cultural (and parking areas, interpretive and education facilities, and small

Scale
Man-made features will be visually recessive, low impact, and visually unobtrusive. They should blend into the surroundings rather than be dominant features.



Suburban Areas

PLACE TYPE

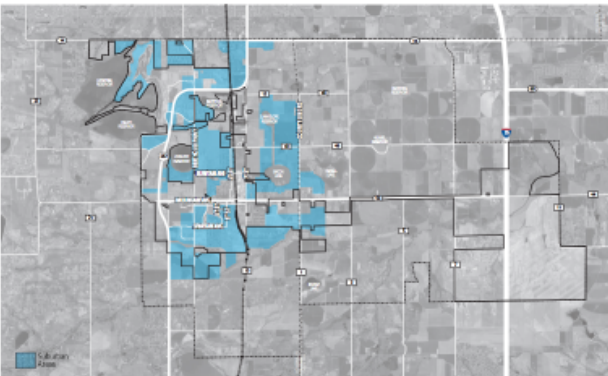
ATTRIBUTES & CHARACTER VIEWS

Suburban Areas are envisioned as vibrant places that are made up of lower intensity commercial and lower density residential uses that are in close proximity to each other to encourage walking and bicycling nearby restaurants, shops and services. To reduce automobile dependency, streets and pathways will link adjacent neighborhoods to each other and to commercial areas. The suburbs of tomorrow are intended to feel more like "villages" and include little enclaves of commerce and community.

Suburban Areas, highlighted in the map below, are made up of the 2 character districts, including:

- Suburban Business
- Suburban Residential

These character districts are described in greater detail in the following pages.



3-23 | 2021 BERTHOUD COMPREHENSIVE PLAN

Suburban Residential | CHARACTER DISTRICT

RURAL AREAS | PLACE TYPE

GUIDING PRINCIPLE: The Suburban Residential Character District is intended to provide for neighborhoods with primarily single-family detached, single-family attached homes (e.g. townhouses, duplexes, triplexes, etc.), and affordable housing options.

GENERAL CHARACTERISTICS

Preferred Land Uses
Land uses will have a primary focus on single family detached and single family attached housing types in a low to moderate density setting. Future schools and other public institutional uses may also be appropriate with context sensitive design.

Relevant Zone Districts
Land slated for suburban residential located within town limits generally cover four of Berthoud's five residential zoning districts: Single Family Detached (SFD), Single Family Attached (SFA), Medium Density Residential (MDR), and Medium Density Residential (MDR). Suburban residential also covers the Agriculture (Ag) and General Land Development (GLD) zoning districts. Plots located outside town limits in Larimer County and Weld County are primarily zoned Farming (FA) and Agriculture (A), respectively. However, a potential suburban residential area along County Line Road in Larimer County is zoned Multi-Family (M) and Residential (R).

DEVELOPMENT FORM

Character of Development
These areas should be designed to coordinate with Berthoud's small town charm and character. House patterns may have either a suburban curvilinear character or a grid-like pattern. Walkability and biodiversity are important characteristics.

Density & Intensity
Suburban residential areas will generally maintain low to moderate density with lots of varying sizes.

Scale
The general scale will be 1- and 2-story homes.



3-25 | 2021 BERTHOUD COMPREHENSIVE PLAN



COMPREHENSIVE PLANS

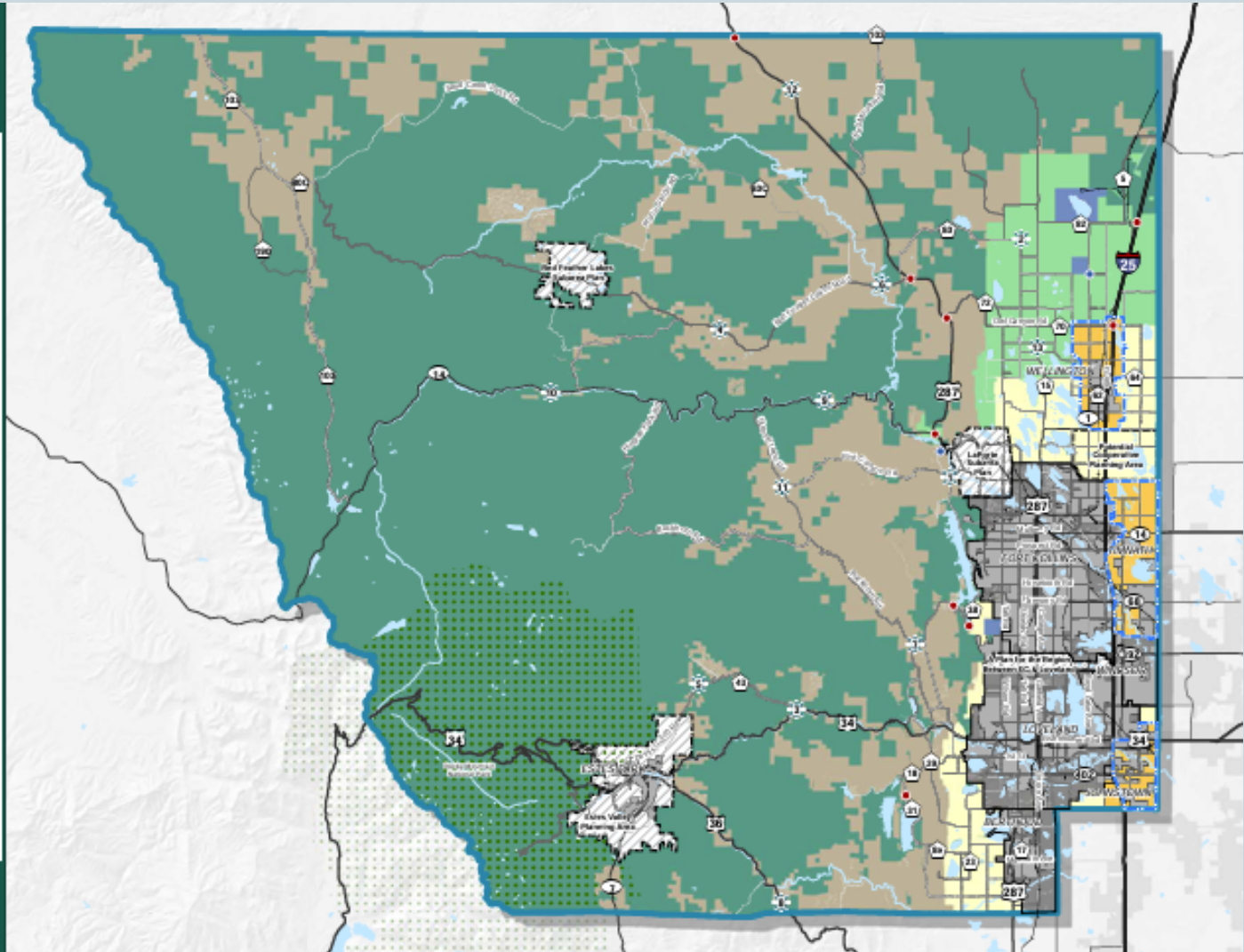
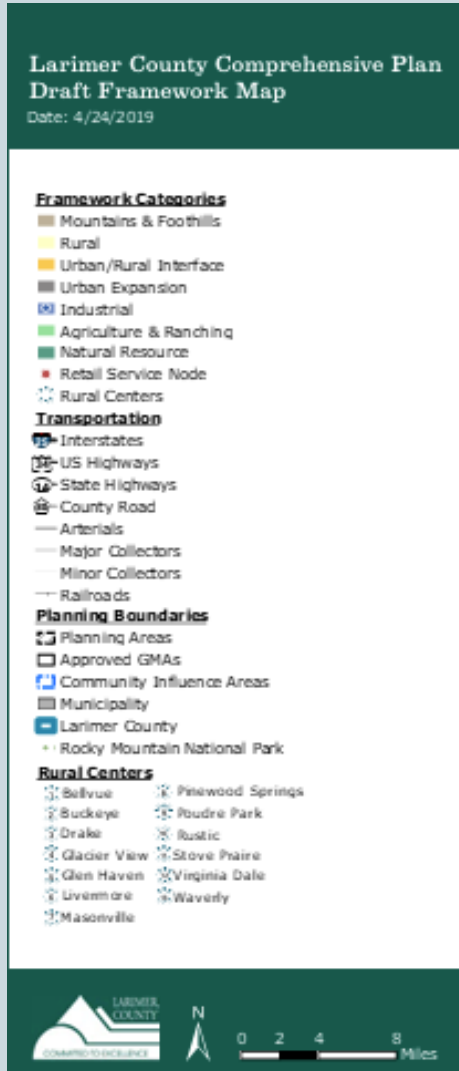


COMPREHENSIVE PLAN LARIMER COUNTY

Adopted July 17, 2019



200 W. Oak Street
Fort Collins, CO
9521 970 466 7000
larimer.org



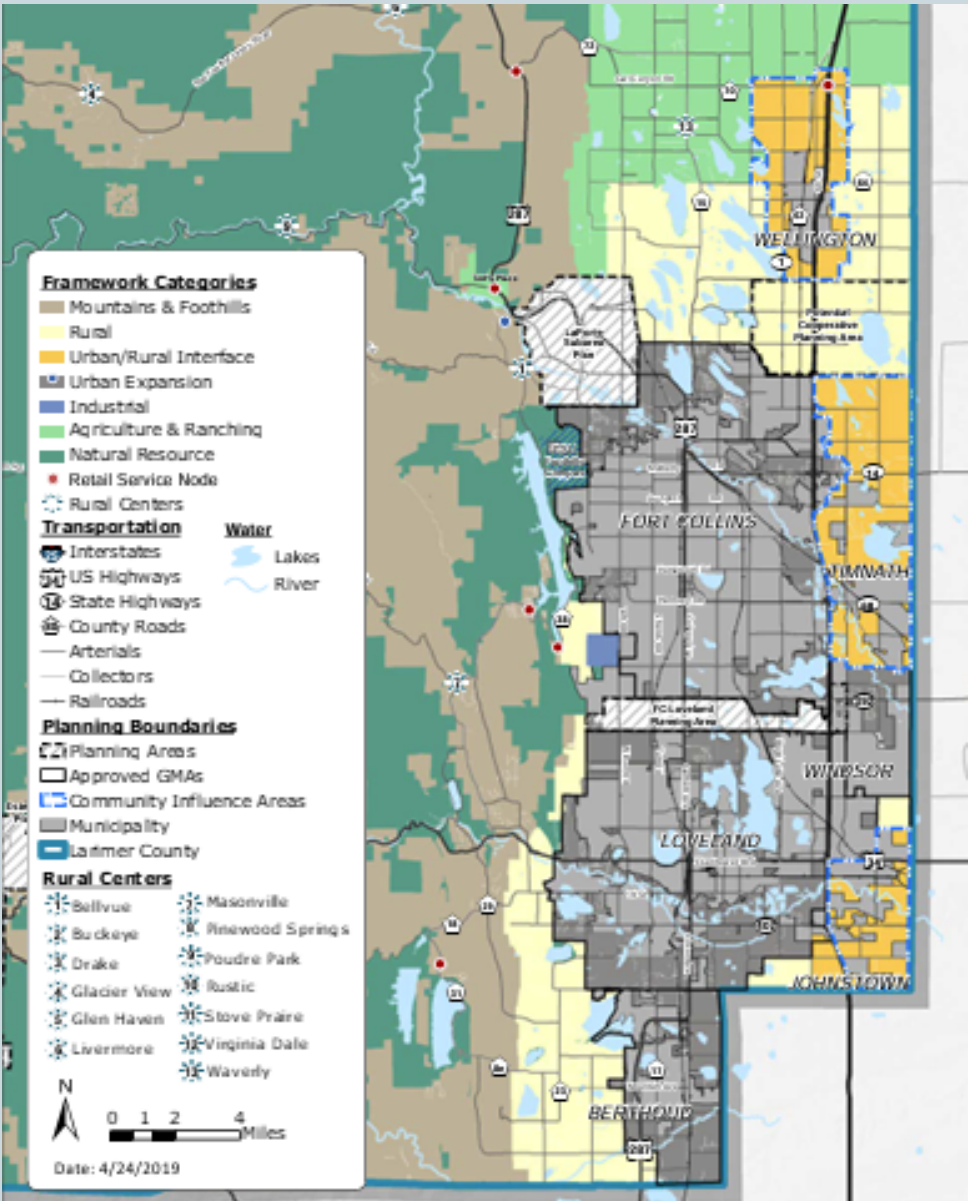


COMPREHENSIVE PLANS



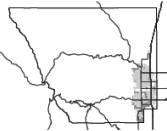
COMPREHENSIVE PLAN LARIMER COUNTY

Adopted July 17, 2019

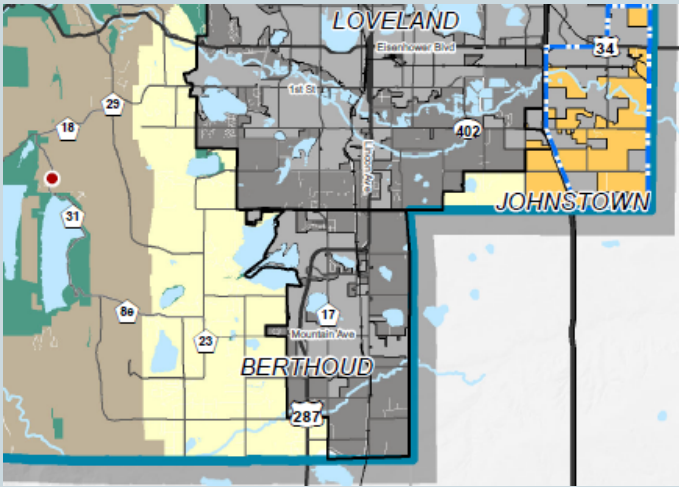


Urban Expansion

Location:	All land within approved GMAs.
Purpose and Character:	The intent of GMAs is to provide for unified municipal development in accordance with the municipal land use plan in an approved GMA with an approved County Intergovernmental Agreement. The following criteria must be met for GMA boundaries: • Accommodate 20-year growth projections • Urban-level densities, intensities • Similar urban design standards • Water, sewer, urban streets, and urban fire protection provision • Jointly adopted infrastructure objectives and standards, i.e., Urban Area Road Standards and Drainage Standards • Urban services provided by the County are minimized.
Preferred Uses:	Annexations within GMAs should strive to accomplish the densities, intensities and street pattern contained in the municipal land use plan. New uses should be developed where urban-level infrastructure is available. Affordable housing options are also more appropriate in this area.
Additional Uses:	• Civic (meeting spaces) • Residential Support (e.g. grocery, parks, banks, medical, fire and police stations)
Discouraged Uses:	Uses that are not consistent with the municipal comprehensive plan or existing county zoning
Examples:	• Berthoud GMA • Loveland GMA • Fort Collins GMA
Policy Basis	• CI: 1.1, 1.2, and 1.3 • HSI: 3.1 • C4: all Policies • H1: 1.2 and 1.4 • E1: 1.1, 1.4, 1.5, 1.6, 1.8, and 1.9 • H3: 3.1 • I2: 2.1, 2.2, 2.4 and 2.6 • HSI: 1.7 • WNR1: 1.2
Essential Questions	1. How does the project advance the countywide vision and, if applicable, the subarea or master plan consistent with the Comprehensive Plan for the affected community or communities? 2. How does the project provide adequate transportation, water, sewer, fire protection and utility services in accordance with existing master plans? 3. How will the project's infrastructure be designed, funded, maintained, and replaced to ensure it is adequate for existing and proposed development? 4. How does the project align with our future development plans for land use and transportation? 5. How does the project support long-range planning and regional collaboration efforts among municipalities, residents, and other local interests?



Photos: Larimer County

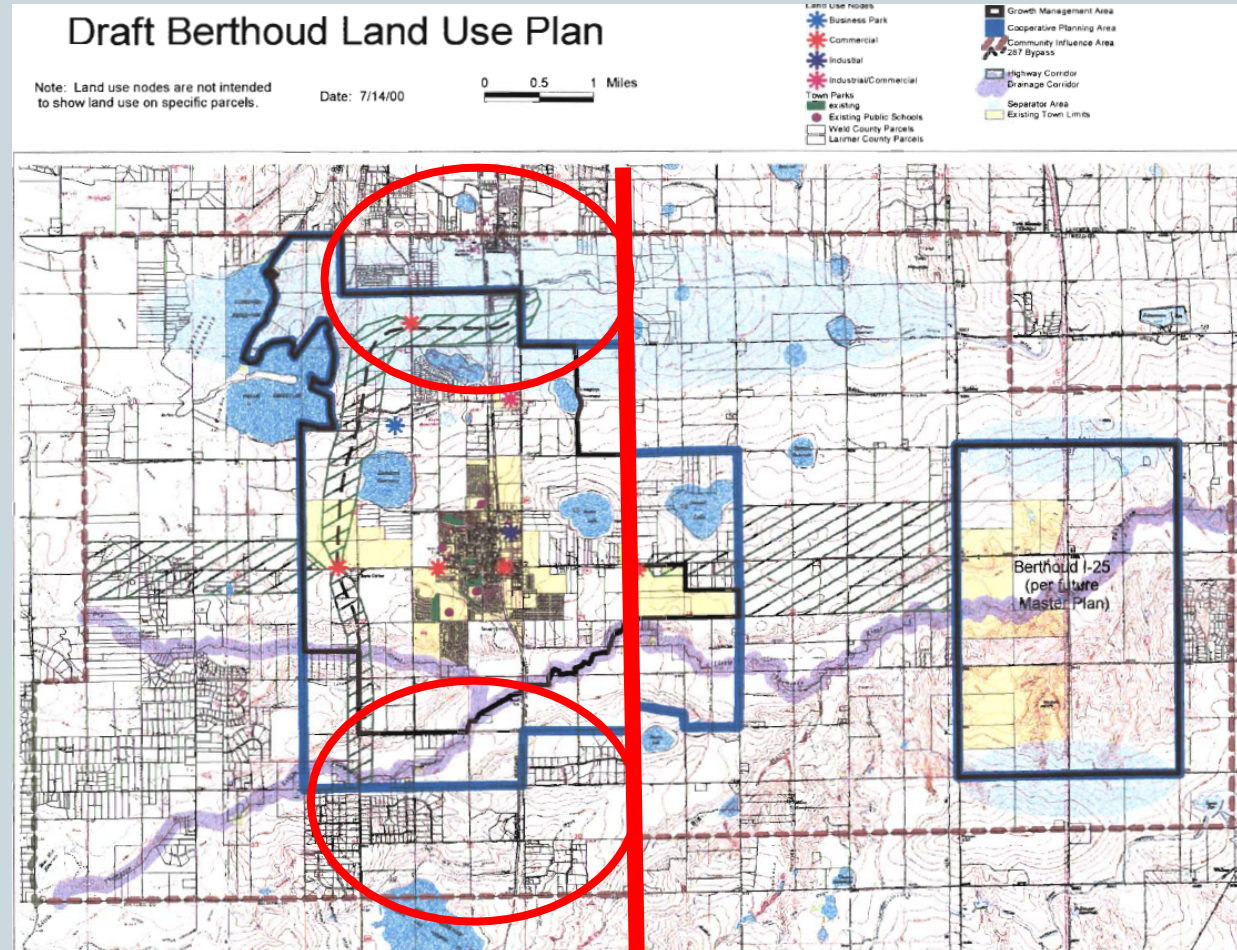




LARIMER COUNTY & TOWN OF BERTHOUD GMA



The current Town of Berthoud/Larimer County IGA and Growth Management Area (GMA) Boundary Map are outdated. They do not reflect the GMA boundary found in the Berthoud Comprehensive Plan nor do they reflect current land use objectives of the Town (see map).



Specifically, areas in the northeastern and southern reaches of the Town (in Larimer County) are not recognized by the Current IGA/GMA



LARIMER
COUNTY

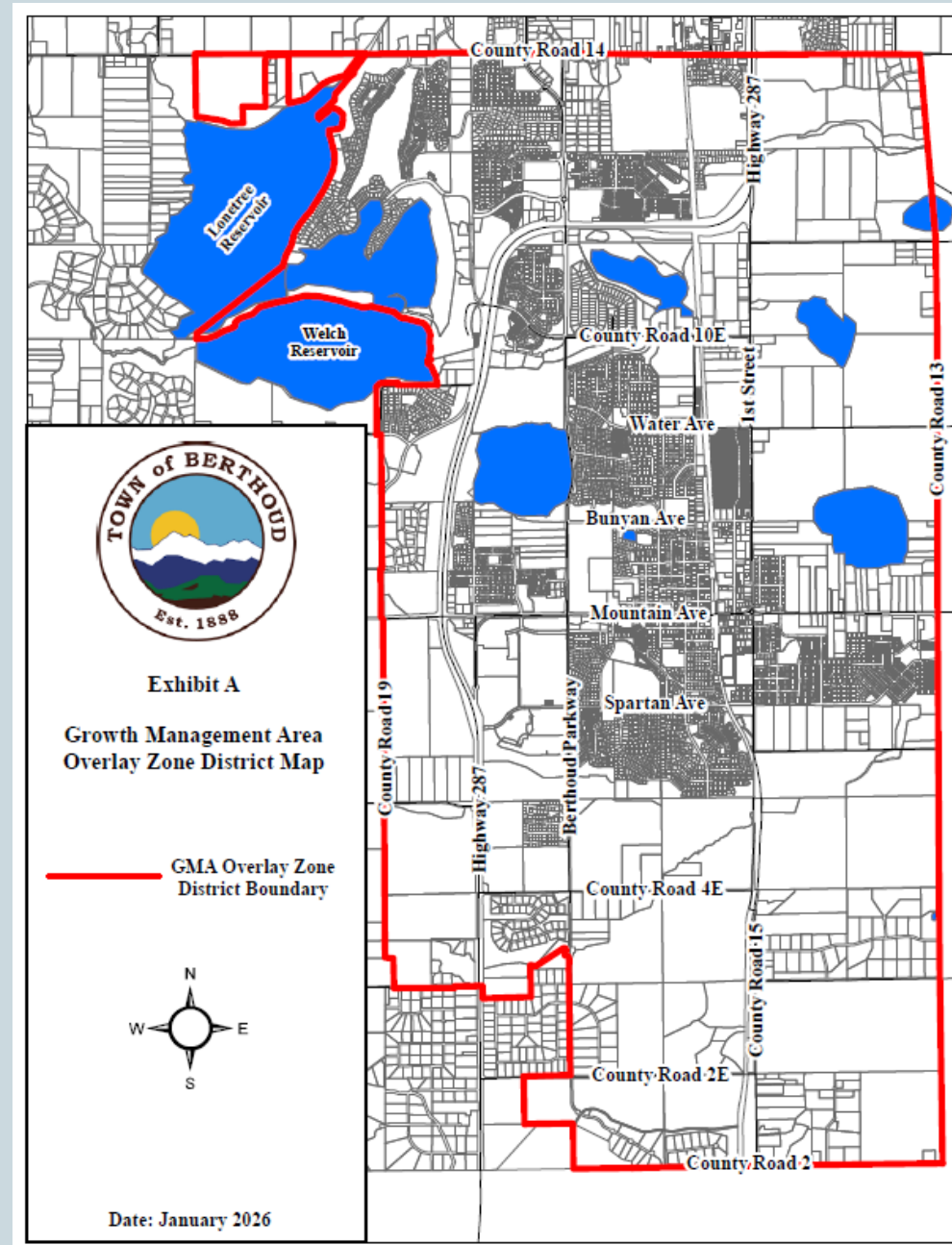


LARIMER COUNTY & TOWN OF BERTHOUD GMA



The proposed IGA and GMA boundary will represent the boundary within the Berthoud Comprehensive Plan and will ensure that the current Town land use objectives are included.

Larimer County
part of Berthoud





BENEFITS OF GMA OVERLAY ZONE DISTRICTS



Benefits of a GMA Overlay Zone District

- Allows County to guide property owners on land use proposals in unincorporated areas to align with the Towns land use goals,
- Requires the application of common design and infrastructure standards,
- Emphasizes implementation of annexation policy,
- Defines management and maintenance of infrastructure,
- Ensures implementation of agreed upon procedural practices, and
- Defines decision making authority on certain application types.



REQUEST/ NEXT STEPS

Request

Staff is seeking concurrence from the Town Board of Trustees to move forward with an Intergovernmental Agreement with Larimer County.

The following steps will follow:

1. Agree to language in the Agreement.
2. Open House with residents regarding rezoning action to create GMA Overlay Zone district.
3. Schedule, notice and conduct public hearings with Larimer County Planning Commission and Board of County Commissioners to adopt rezoning to GMA Overlay Zone District (with favorable recommendation from Town Board),
4. Mayor with consent of Town of Berthoud Board of Trustees signs IGA/GMA
5. Chairperson with consent of the Larimer County Board of County Commissioners signs IGA/GMA,
6. Signed IGA/GMA is recorded.

A graphic of a piece of white paper with a torn edge, placed on an orange background. The text "WHAT'S NEXT?" is written on the paper in a bold, black, sans-serif font.

WHAT'S NEXT?



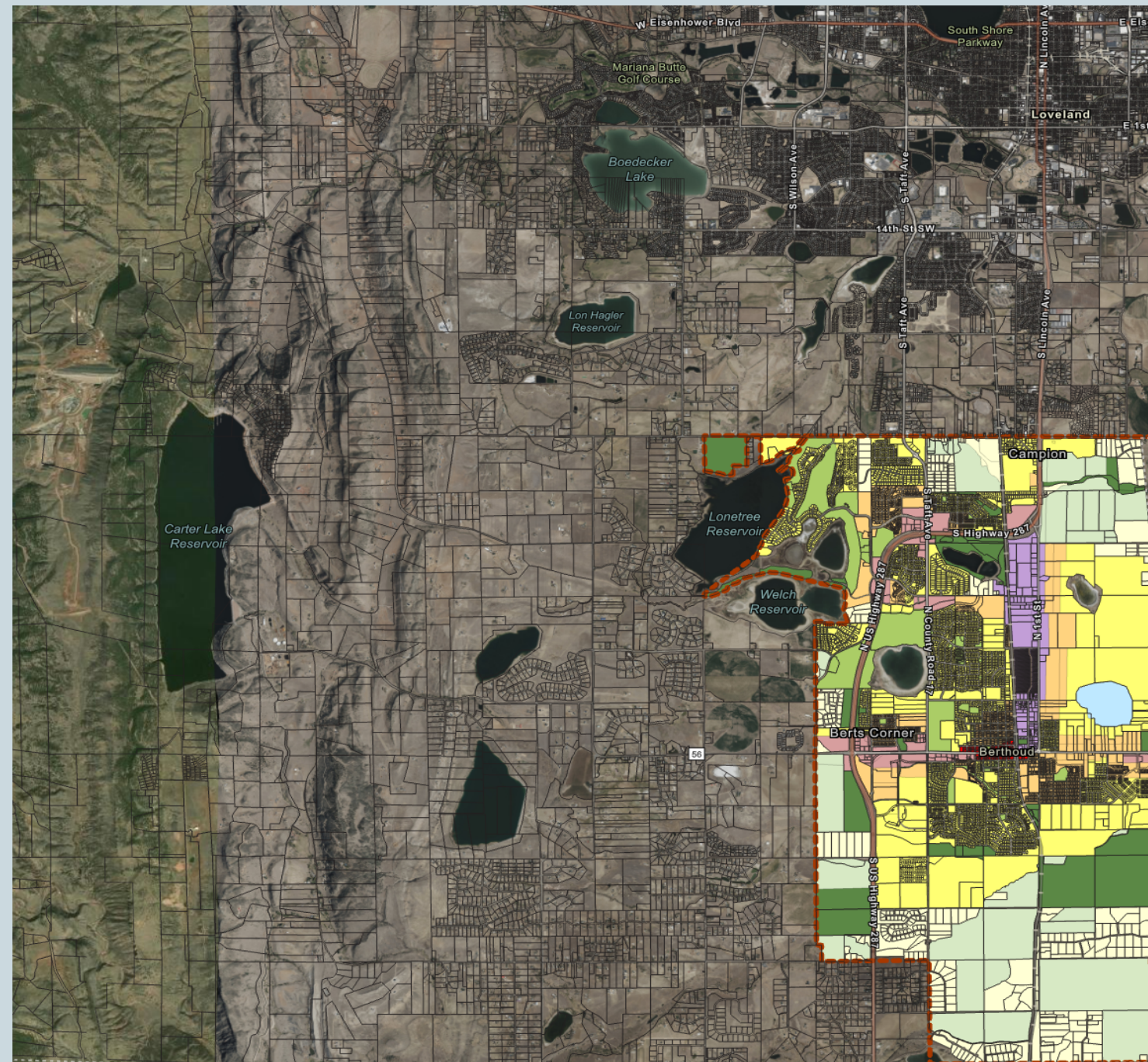
LARIMER COUNTY & TOWN OF BERTHOUD PILOT PROGRAM ON TDR



Transfer of Development Rights pilot program (TDR)

Berthoud & Loveland candidates

- The IGA can capture intent and mechanics
- Designate sending and receiving areas
- Identify benefits of participating
- Community separators/ buffers
- Water course preservation
- Agricultural land preservation
- Development to areas equipped to serve



Town of Berthoud/Larimer County Intergovernmental Agreement

This agreement is executed this 22nd day of August, 2000, by and between Larimer County, Colorado, a body politic organized under and existing by virtue of the laws of the State of Colorado, hereinafter referred to as the "County" and the Town of Berthoud, a Colorado statutory town, hereinafter referred to as "Town".

Whereas, the Town of Berthoud and Larimer County desire to manage development in a coordinated manner in the vicinity of the Town of Berthoud;

Now Therefore, in consideration of the provisions expressed herein, it is hereby agreed by and between the parties as follows:

- A. The Berthoud Growth Management Area (GMA) shall be that geographic area within Larimer County that is contained within the GMA as shown on the Berthoud Land Use Plan map, attached hereto and dated July 14, 2000.
- B. The Berthoud Cooperative Planning Area (CPA) shall be that geographic area within Larimer County that is contained within the CPA as shown on the Berthoud Land Use Plan map, attached hereto and dated July 14, 2000.
- C. The Berthoud Community Influence Area (CIA) shall be that geographic area within Larimer County that is contained within the CIA as shown on the Berthoud Land Use Plan map, attached hereto and dated July 14, 2000.
- D. Within the GMA, the County agrees to:
 - 1. not accept, process or approve an application for subdivision, conservation development, special review or rezoning for a parcel of land that is eligible, per State Statutes, for annexation to the Town unless the Town has denied its standard petition for annexation;

2. require, as a condition of approval for all subdivision, conservation development, special review, site plans, or rezoning approvals, an agreement to annex into Berthoud when eligible per State Statutes;
3. refer all applications for subdivision, conservation development, special review or rezoning to the Town for review and comment;
4. require all land divisions to be processed per the Larimer County Land Use Code and County zoning;
5. collect a Town community and neighborhood park fee in lieu of land dedication for parks for land divisions approved by the County, with the amount of such fees determined as provided in Sec. 9 of the County Land Use Code. Larimer County may add an administrative fee to the park fee for its collection services to the Town;
6. not approve an application for a Rural Land Plan unless the Town recommends approval;
7. encourage developers to consult Town officials and follow the Town's Land Use Plan and meet other Town goals; and
8. encourage developers to follow other guidelines for the area that are jointly adopted by the Town and County as part of a Community Separator Plan.

E. Within the GMA, the Town agrees to:

1. consider adopting an ordinance, which requires the collection of the Larimer County regional road and park fees. The Town may add an administrative fee to these fees for its collection services to the County;
2. respond to any County referrals for subdivision, conservation development, special review or rezoning within the time period specified for such review by the County.

F. Within the CPA, the County agrees to:

1. refer all applications for subdivision, conservation development, special review or rezoning to the Town for review and comment in lieu of the two (2) mile limit provided for in State Statutes;
2. require all land divisions to be processed per the Larimer County Land Use Code and County zoning.

G. Within the CPA, the Town agrees to:

1. respond to any County referrals for subdivision, conservation development, special review or rezoning within the time period specified for such review by the County.

H. Within the CIA, the County agrees to:

1. refer all applications for subdivision, conservation development, special review or rezoning to the Town for review and comment in lieu of the two (2) mile limit provided for in State Statutes;
2. require all land divisions to be processed per the Larimer County Land Use Code and County zoning.

I. Within the CIA, the Town agrees to:

1. respond to any County referrals for subdivision, conservation development, special review or rezoning within the time period specified for such review by the County.

J. In reviewing and deciding land use applications, the County agrees to apply the County Land Use Code, including the “cluster” requirements of Sec. 5.3, in the GMA, CPA and CIA.

K. The County agrees to maintain its policy, adopted as a part of the County Master Plan, to not upzone property in the Berthoud GMA, CPA and CIA.

L. The Town and County agree to jointly develop a plan for the Berthoud CPA in a time frame that is mutually acceptable.

- M. The Town and County agree to require new development within the Town or County that impacts any drainage area in the Town or County for which there is a master drainage plan to pay the standard fees established by the Town or County as required of Town or County developments for drainage improvements.
- N. The Town and County agree to consider adopting an ordinance or regulation which requires new development in their respective jurisdiction that utilizes public improvements paid for by developers outside the jurisdiction to equitably reimburse, via reimbursement agreements, those who originally paid for those public improvements.
- O. The Town and County agree to consider adopting an ordinance or regulation which requires new development in their respective jurisdiction to mitigate the impacts and/or participate in the cost of required improvements in the other party's jurisdiction to the extent new development creates impacts on the existing infrastructure that will result in damage to existing improvements or will require improvements to increase capacity or maintain safety.
- P. In future annexations, the Town agrees to annex the entire width of any roadways being annexed and all roadways adjacent to Town limits.
- Q. The Town recognizes that the GMA defined in this agreement will not be rezoned to GMA Overlay Zone and therefore will not have requirements or an effect similar to other GMAs or intergovernmental agreements that Larimer County may have with other municipalities.
- R. Nothing in this agreement shall be construed or applied to limit the County's legislative authority to adopt or amend its land use regulations.
- S. This agreement shall remain in force and effect for a period of 5 (five) years from the date of its execution. Thereafter, it shall be automatically renewed for successive 5 (five) year terms unless at least six (6) months prior to its scheduled expiration, either party shall notify the other party of its decision that the agreement not be renewed.

In Witness thereof, the parties hereto have executed this Agreement this day.

TOWN OF BERTHOUD

Attest:

By Milan Karspeek
Mayor

Augusta K. Roberts
Town Clerk, Deputy

August 22, 2000
Date

APPROVED AS TO LEGAL FORM:

R. B. Finkel
Town Attorney

APPROVED AS TO CONTENT:

Heather J. Parker
Town Administrator

THE COUNTY OF LARIMER

ATTEST:

By Charles Olson
Chair, Board of Commissioners

David M. Conner
Secretary Clerk to the Board

August 22, 2000
Date

APPROVED AS TO LEGAL FORM:

AAAG 8-17-00
County Attorney

APPROVED AS TO CONTENT:

John A.
County Manager

Draft Berthoud Land Use Plan

Note: Land use nodes are not intended to show land use on specific parcels.

Date: 7/14/00

0 0.5 1 Miles

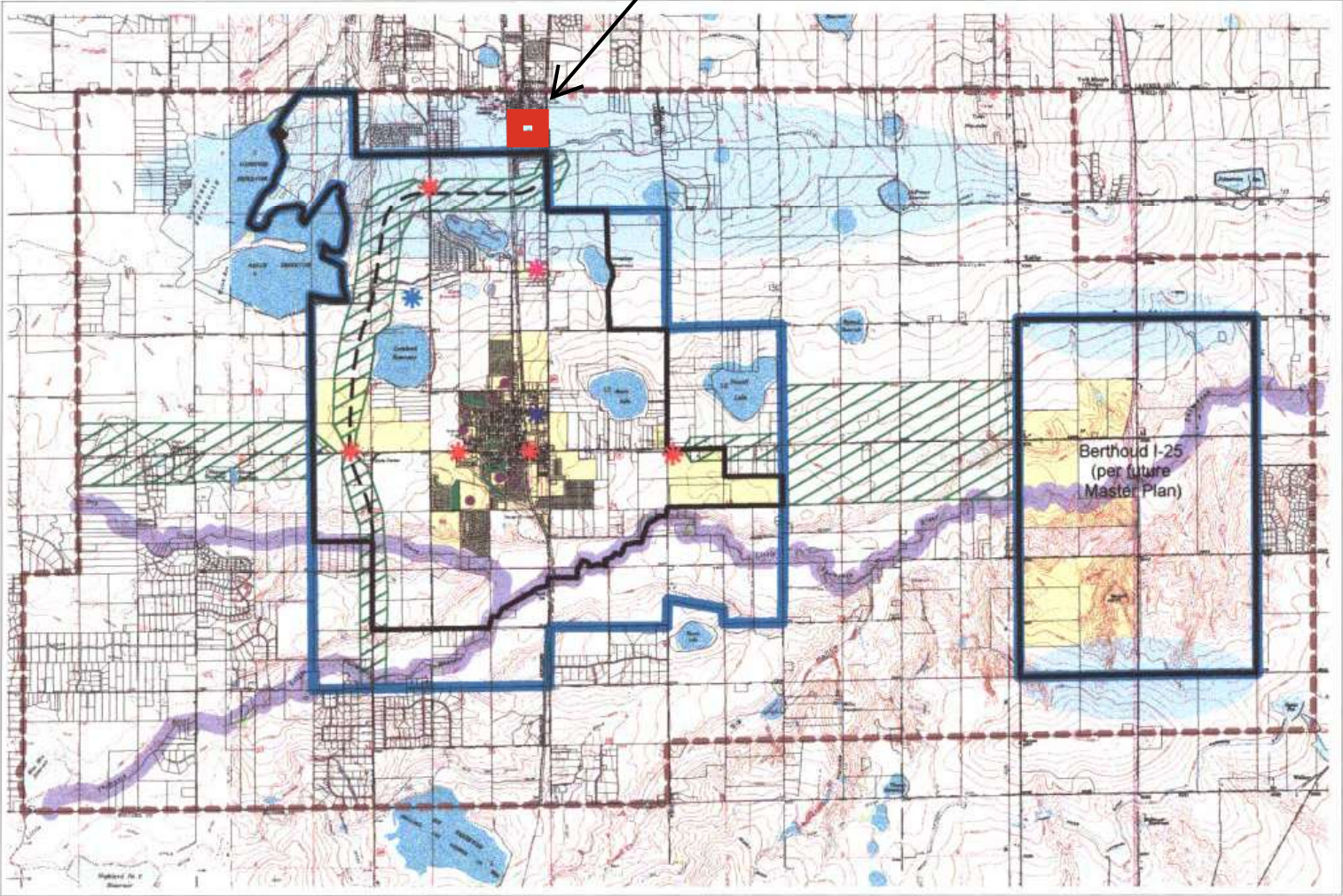
Broadmeadow Property

- Land Use Nodes

 - Business Park
 - Commercial
 - Industrial
 - Industrial/Commercial

Town Parks

 - existing
 - Existing Public Schools
 - Weld County Parcels
 - Larimer County Parcels
- Growth Management Area
 - Cooperative Planning Area
 - Community Influence Area
 - 287 Bypass
 - Highway Corridor
 - Drainage Corridor
 - Separator Area
 - Existing Town Limits



BOARD OF TRUSTEES INFORMATION



Water Utilities

Meeting Date:	July 14th, 2026
Agenda Title/Subject:	Draft Water Efficiency Plan Review
Type of Item:	Regular Item
Purpose:	Present draft of Water Efficiency Plan and seek Trustee feedback
Presented by:	Ken Matthews, Water Utilities Director Courtney Black, Consultant

Attachments:

1. Water Efficiency Plan
2. Presentation Slides

Background:

Berthoud has incorporated water conservation into its operations for nearly two decades through previous Water Conservation Plans, irrigation improvements, partnerships with organizations such as Northern Water and Resource Central, and continued investment in water infrastructure. This Water Efficiency Plan builds upon those efforts and establishes measurable goals and implementation strategies through 2032.

The Plan focuses on six primary goals: reducing per capita water demand, reducing peak day demands, improving non-revenue water tracking, leading by example through Town operations, integrating water and land use planning, and expanding public education and outreach. Together, these initiatives are intended to reduce long-term water demands while maintaining Berthoud's high quality of service. The Plan establishes a target of reducing average water use from 109.9 gallons per capita per day to 105 gallons per capita per day by 2032.

Implementation priorities include proactively addressing water efficiency in new development, continuing investments in outdoor irrigation efficiency, expanding community outreach and education, and investing in Advanced Metering Infrastructure (AMI) to provide customers with better information about their water use. The Plan

emphasizes collaboration across Town departments and with regional partners to ensure water efficiency remains an integral component of Berthoud's long-term water resource strategy.

Next Steps:

Compile Board comments and incorporate them into Plan for public review before final Board approval later this summer.

Staff Recommendation:

Informational item.

Fiscal Impact and Fund Source:

Adoption of the Water Efficiency Plan does not appropriate additional funding or create immediate regulatory changes. Implementation will occur through existing operations, future capital improvement planning, and annual budget processes. Successful implementation is expected to reduce future water acquisition and infrastructure costs by lowering long-term system demands.

Community Touchstones:

The Water Efficiency Plan supports the Town's Community Touchstones by promoting responsible stewardship of Berthoud's water resources while planning for sustainable future growth. The Plan advances fiscal responsibility by reducing long-term water supply and infrastructure costs and preserves quality of life by ensuring reliable water service for residents, businesses, parks, and open spaces. Through education, collaboration, and thoughtful planning, the Plan reinforces Berthoud's commitment to being a resilient and sustainable community.



Town of Berthoud
2026 Water Efficiency Plan
RESPONSIBLE STEWARDSHIP
DRAFT 5 – June 2026 for Board Review



**Garden
Spot of
Colorado**

Prepared by:



and Berthoud Water Utilities

Acknowledgements

A sincere vote of appreciation is extended to the Colorado Water Conservation Board for the grant funding to support the development of this *Water Efficiency Plan* and to the following individuals and entities that participated in the Plan development.

Town of Berthoud

Chris Kirk	Town Administrator
Christian Samora	Town Clerk
Brian Dubois	Economic Sustainability Manager
Ken Matthews	Water/Wastewater Utilities Director
Anne Johnson	Community Development Director
Keith Knoll	Public Works, Operations Manager
Savana Brown	Water/Wastewater Project Engineer
Tyler Carpenter	Water Utilities Operations Manager
Alex Tennant	Water Resources Administrator
Ian Greer	Water/Wastewater Utilities Senior Engineering Tech
Bryan Catron	Water/Wastewater Utilities, Operations
Cody Steuben	Water/Wastewater Utilities, Operations
Armando Calderon	Water/Wastewater Utilities, Operations
Marie Mitchell	Water/Wastewater Utilities, Admin Water Tech
Tawn Hillenbrand	Community Development, Planning Manager
Sami Kouns	Parks and Cemetery Supervisor
Hayes Reed	Finance, Utility Clerk
Stephanie Horvath	Communications Manager
Michael Murphy	CEO Ramey Environmental Compliance (contractor)

Town of Berthoud Board of Trustees

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

Consultant

Courtney Black, P.E., INTERA Incorporated

Town of Berthoud Attorney

Hoffman, Parker, Wilson & Carberry, P.C.
Vranesh and Raisch, LLP



Executive Summary

The Town of Berthoud (Berthoud or Town), located in both Larimer and Weld Counties, Colorado, has a long history of incorporating water efficiency into its water resource management program. This seven-year *Water Efficiency Plan* (WEP or Plan) update represents Berthoud’s third WEP and the first submitted to the Colorado Water Conservation Board (CWCB) to meet current State requirements. The purpose of this Plan is to provide a comprehensive framework for a water efficiency plan that: (1) propels stewardship of water at the Town and community level, (2) successfully reduces future water demands and infrastructure expenditures, and (3) empowers data-informed decisions through coordinated data collection and working together.

While Berthoud currently maintains a reliable water supply portfolio sufficient to meet existing and near-term demands, additional supplies will be required to serve long-term growth. With the Town’s population projected to double over the next decade, water stewardship and efficiency are essential to achieving five core benefits: (1) water resiliency and sustainability, (2) healthy surrounding environment, (3) coordinated water stewardship, (4) quality of life, and (5) management of costs. These benefits are described in greater detail in Section 4.1.

To achieve these benefits, the Plan establishes the six following goals. The first three focus on reducing system-wide water demands by 2032, while the remaining three emphasize effective implementation and integration. Section 4.2 and Table 4.1 describe how progress toward each goal will be measured and tracked over the seven-year planning horizon.

1. **Per capita demand reduction:** Achieve an end-use per capita water demand of 105 gallons per capita per day (gpcd) by 2032. Based on current demand projections, this represents a 4.5 percent reduction, approximately 33.4 million gallons (MG) or 102 acre-feet (AF), from the baseline demand of 109.9 gpcd. The anticipated savings, equivalent to approximately \$9 million in avoided future water purchases, reflect deferred or eliminated water supply acquisitions resulting from reduced system demand. These avoided costs enhance the long-term fiscal sustainability of the Town’s water utility. Projected demand reductions are illustrated in Figure E.1.
2. **Peak day demand:** Reduce peak day water demands while developing a reliable baseline to measure performance and inform future planning.
3. **Non-revenue water losses:** Reduce non-revenue water (NRW) losses and establish a reliable historical dataset to support ongoing tracking and management.
4. **Lead by example:** Model water efficiency excellence through optimizing water use across Town operations and in land use planning. Leverage these efforts, and their associated benefits, through engagement with stakeholders, internal staff, the Town Board (Trustees), customers, water providers, and regional partners. This goal is intended to raise community awareness and foster broader participation in responsible water stewardship.
5. **Integrate water and land use planning:** Strengthen the integration of water resource management, land use planning, and water efficiency at both the policy and operational levels. This goal supports responsible water stewardship while advancing the Town’s vision and community values.
6. **Expand public education and outreach program:** Implement the communication plan and outreach and education activities identified in Table 5.1 and Section A.8 of this WEP.



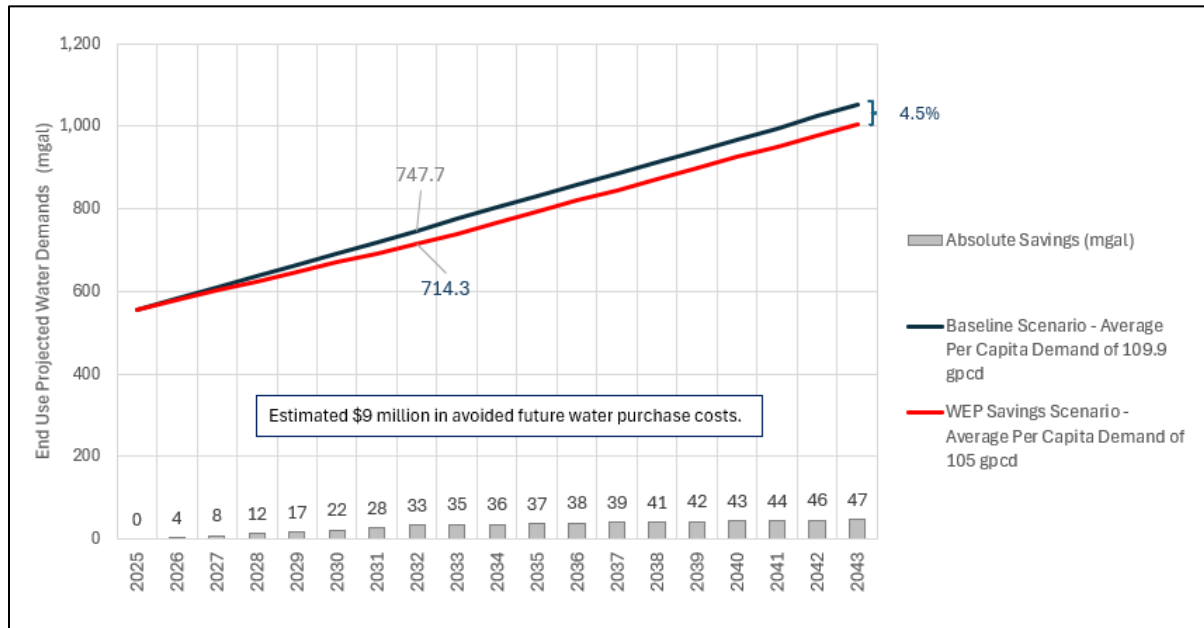


Figure E.1. Projected Demand for Historical and Targeted Per Capita Water Use

Berthoud plans to implement a diverse menu of water efficiency activities. These activities encompass a variety of best practices including planning and implementation, measurement and data, rates and charges, development and codes, outdoor water use, indoor water use, raw water, and education and communication. Water efficiency activities will primarily focus on (1) proactively addressing water efficiency and new development, (2) outdoor water efficiency to reduce peak-day demand, (3) expanding public outreach, and (4) investing toward future water savings through the pursuit of advanced metering infrastructure. These water efficiency activities are summarized in Table 5.1 and described in further detail in Appendix A. Guidelines for implementing each activity are provided in Table 6.1.

A significant portion of Berthoud’s water supply in the future will go to new development and redevelopment as Berthoud continues to grow and mature. This Plan includes four principles for the integration of water and land use planning. These principles, detailed in Section 4.3, support climate-appropriate landscaping, balance regulation with community autonomy, promote collaboration and engagement, and foster coordinated interdepartmental decision-making. By incorporating water efficiency early in the development process, the Town can achieve long-term water savings while reducing infrastructure and operational costs.

Successful implementation of the WEP relies on sustained, multi-departmental coordination and performance monitoring. Town staff will meet three times per year to review water efficiency activities, evaluate monitoring data, coordinate implementation efforts, and identify successes, challenges, and future opportunities. This structured approach ensures that the Plan remains responsive to both Town and community need while delivering measurable and lasting reductions in water demand over time and encouraging customer water stewardship.



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1.0 Plan Administrative Overview

This *Water Efficiency Plan* (WEP or Plan) is Berthoud’s third efficiency planning document and the first to be submitted to the Colorado Water Conservation Board (CWCB) in accordance with C.R.S. § 37-60-126. This submission is required once annual retail water deliveries meet or exceed 2,000 acre-feet, a threshold the Town is projected to reach in the near term.

Previous plans (2007 and 2011) were developed to satisfy requirements tied to the Town’s Water Conveyance Contract with the Bureau of Reclamation for delivery of water through the Colorado-Big Thompson (C-BT) Project. Building on that foundation, the WEP expands beyond compliance to serve as a strategic, measurable operating framework guiding Town-wide water-efficiency implementation over the next seven years.

In addition to complying with the Colorado Water Conservation Act of 2004 (HB04-1365), this Plan has been developed in accordance with the CWCB’s 2016 Water Efficiency Plan Guidelines. Preparation of this Plan also incorporated the CWCB’s two primary guidebooks—*Municipal Water Efficiency Plan Guidance Document* and *Best Practices for Implementing Water Conservation and Demand Management Through Land Use Planning Efforts: An Addendum to the 2012 Guidance Document*—to ensure a comprehensive, integrated approach to both water-efficiency programming and land-use planning.

1.1 Purpose of the Plan

The purpose of this State-approved WEP is to provide the guidance necessary for a robust water efficiency program that: (1) Propels stewardship of water at the Town and community level, (2) Successfully reduces future water demands and infrastructure expenditures, and (3) Empowers data-informed decisions through coordinated data collection and working together.

1.2 Relationship with Other Planning Mechanisms

This Plan will be implemented in coordination with other local, regional, and state planning efforts. This includes the following:

- 2007 and 2011 Berthoud Conservation Plans
- 2020 Growing WaterSmart Goals developed at the Growing Water Smart Conference
- 2020 Town of Berthoud Water Resources Master Plan
- 2021 Town of Berthoud Comprehensive Plan
- 2022 South Platte Basin Implementation Plan
- 2023 Colorado Water Plan
- 2023 Town of Berthoud Landscape Design Guidelines – Place Types
- 2023 Town of Berthoud Water and Wastewater Master Plan
- 2024 Town of Berthoud Non-potable Irrigation Water Masterplan
- Berthoud Land Development Code, Chapter 30 of the Municipal Code
- 2025 Town of Berthoud Irrigation Plan Guidelines
- 2026 Town of Berthoud Sustainability Action Plan



1.3 Development of the Plan

Berthoud staff played a significant role in developing this Plan. Three workshops were held to receive key input on the Plan components and development. Staff from a breadth of backgrounds and roles entailing water resources, operations, communications, finance, facilities, and management facilitated productive discussions. Town staff also reviewed and commented on the draft Plan prior to distribution to the Town Board of Trustees for review and adoption.

Berthoud also held a 60-day public review period from _____ to _____ to obtain public feedback on the Plan. The Plan was posted on Berthoud’s website, where members of the public were able to review the Plan and post comments.

1.4 Plan Adoption

A resolution adopting the 2026 WEP was passed on _____ and is provided in Appendix C. Each member of the Town Board of Trustees had the opportunity to review and comment on the Plan prior to formal adoption. This Plan may be implemented without new regulatory measures. Currently, Berthoud has no formal agreements with other entities related to water efficiency or conservation but will consider entering into such agreements in the future if they are determined to be beneficial.

1.5 Periodic Review and Update

This 2026 WEP will be updated in seven years or as determined by Berthoud. The next update is scheduled for completion in _____. Berthoud’s Director of Water Utilities will be responsible for initiating the Plan update process.



2.0 Berthoud's Service Area and Water Supplies

2.1 Service Area

Berthoud was established as a Colorado municipality in 1888 and is located approximately 45 miles north of Denver, in southeastern Larimer County and western Weld County, just east of the Rocky Mountains. Prior to the 1970s, Berthoud remained a relatively small town with a stable population of around 850 residents. Growth began in the 1970s, and by 1980 the population had surpassed 2,300. Since then, the Town has continued to grow steadily.

Berthoud provides potable and non-potable service within municipal boundaries and limited unincorporated areas of Larimer and Weld Counties. Population served is estimated at 14,988 in 2025, increasing to 26,216 by 2043. These values align with the Town's 2023 *Water & Wastewater Master Plan* and HB-1051 reporting assumptions. Annexation and development pacing will influence actualized demand timing. Figure 2.1 presents the Town's projected population growth.

Today, Berthoud provides water service to over 6,000 customer accounts, both residential and non-residential properties. The Town is also responsible for providing water service within its Intergovernmental Agreement (IGA) Service Area, as established through an IGA with the Little Thompson Water District. Figure 2.2 illustrates Berthoud's Growth Management Area and IGA Service Area.

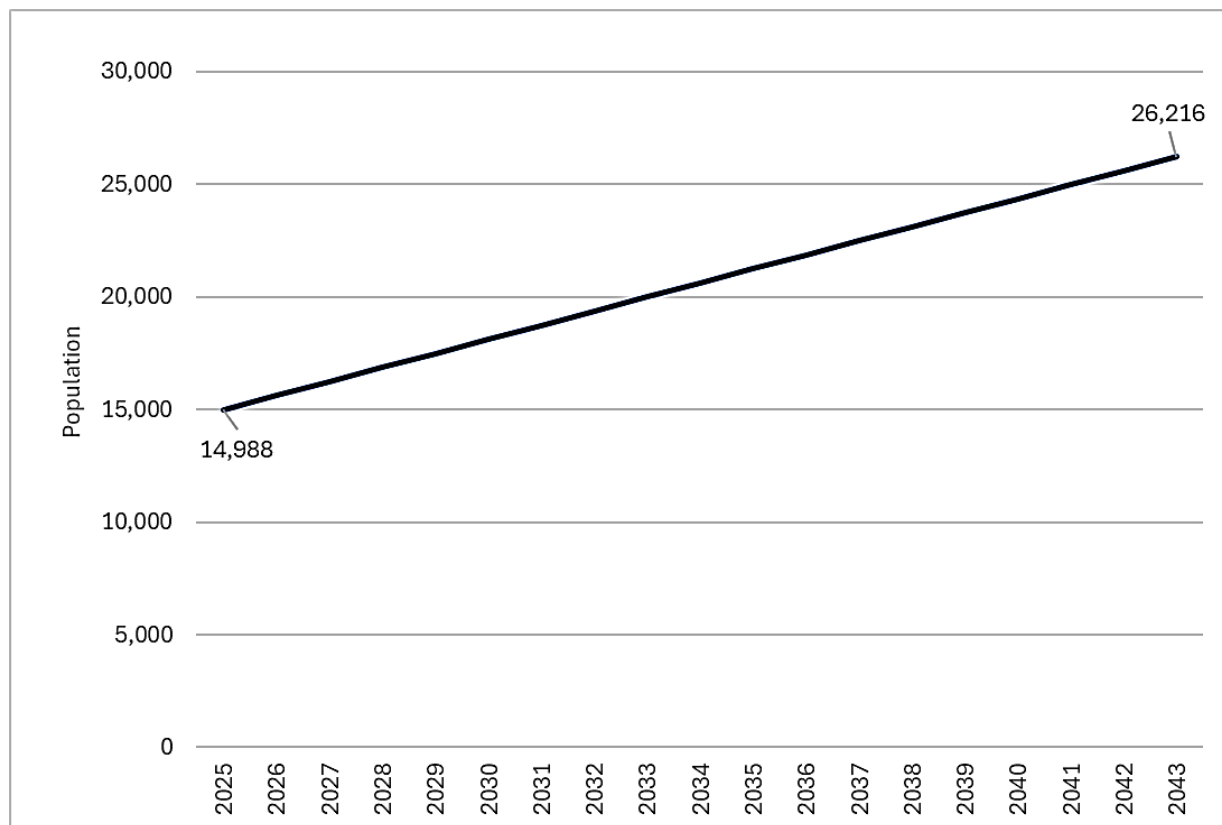


Figure 2.1. Projected Future Population



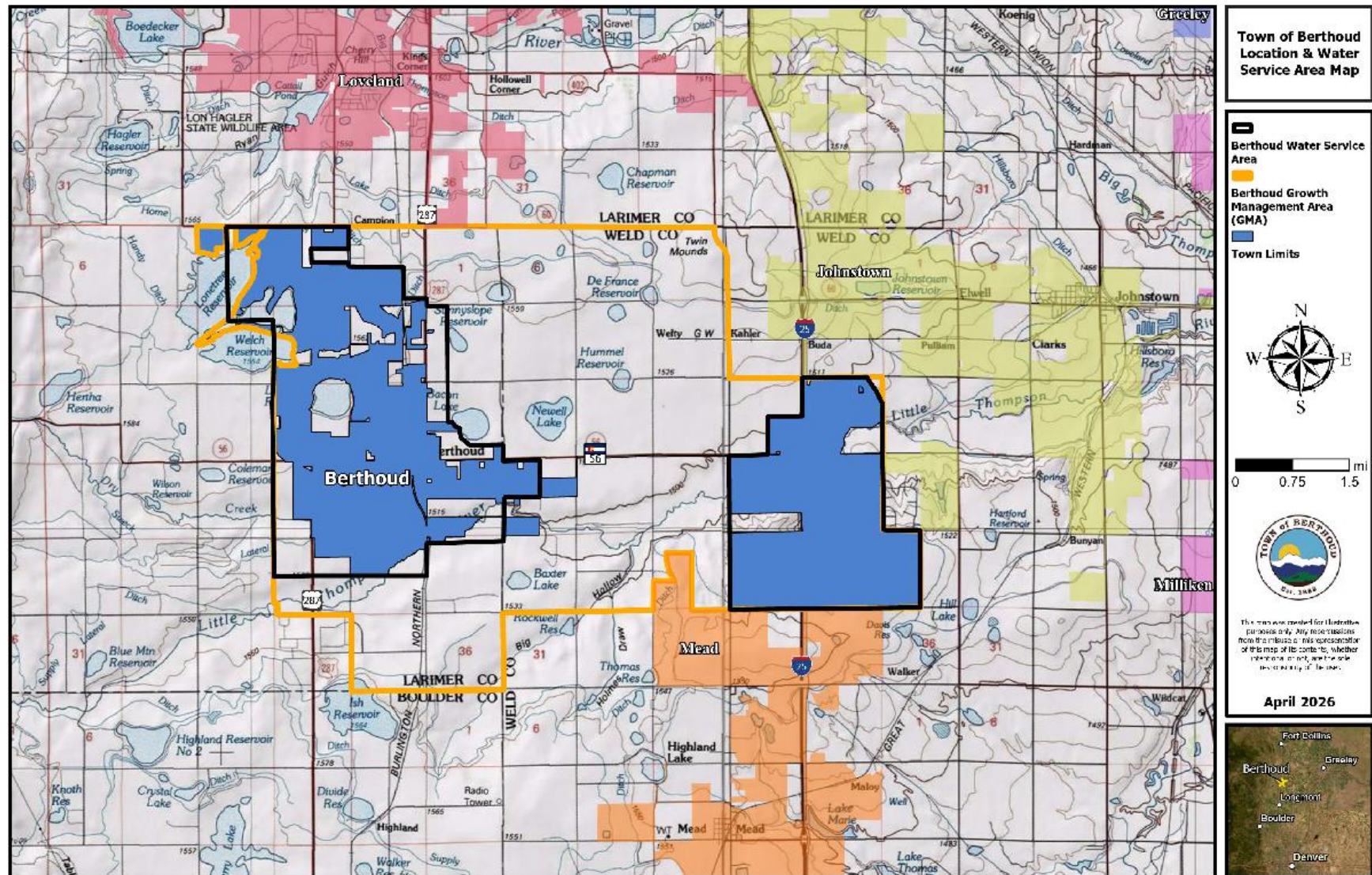


Figure 2.2. Town of Berthoud



2.2 Water Supplies

2.2.1 Current Water Supplies

Potable water is treated to meet drinking water standards at the Berthoud Water Treatment Plant (WTP), while non-potable water consists of untreated raw water delivered through designated irrigation systems. Non-potable supplies may be stored in Loveland Lake, Carter Lake, and Welch Reservoir through an agreement with the Handy Ditch Company prior to distribution. Berthoud's water rights portfolio is diverse, encompassing decrees for municipal indoor and outdoor use, outdoor irrigation only, and combined municipal and irrigation purposes. Table 2.1 introduces Berthoud's water supplies.

Table 2.1. Berthoud's Water Supplies

Supply Category	Existing Role	Reliability Considerations	Operational Notes
Big Thompson Direct Flow Rights	Primary potable supply during irrigation season	Highly reliable, No. 1 priority	Direct Flow only, must coordinate delivery with Bureau of Reclamation and Northern Water
Colorado Big-Thompson Water (C-BT Shares)	Primary potable supply in the off season and winter months	Highly reliable senior water; quota-dependent	Annual C-BT quota ranges influence firm yield availability
Windy Gap	Supplemental and future reliability	Not a firm yield, unavailable in drought years.	Return flows from first use are reusable.
Local Ditch & Reservoir Rights (Handy, Lake Loveland, others)	Seasonal irrigation and augmentation utility	Priority-driven availability	Best paired with non-potable distribution for peak shaving

Additional information on these supplies is provided as follows.

Big Thompson River: Berthoud has utilized Big Thompson River water since its founding. These senior water rights, including a portion of the No. 1 priority right on the river, provide a reliable supply. Historically diverted through the Handy Ditch to Berthoud Reservoir for treatment, this source can also be delivered through the C-BT Project system via agreements with the U.S. Bureau of Reclamation. Today, the C-BT system is the primary delivery mechanism, with Handy Ditch serving as a backup.

Colorado Big-Thompson (C-BT) water: C-BT water is Berthoud's second largest supply source, suitable for both municipal and irrigation use. This transbasin water originates on Colorado's west slope and is conveyed through the Adams Tunnel beneath Rocky Mountain National Park to the eastern slope reservoirs.¹ Berthoud began using C-BT water in the 1980s and has since acquired a total of 1,088 units,

¹ The CBT project began operation in 1957 and provides water for agricultural, municipal, domestic and industrial uses to northeastern Colorado. It is comprised of twelve reservoirs, 35 miles of tunnels, 95 miles of canals, and 700 miles of transmission lines. The system delivered an average of 220,000 AF to northeastern Colorado as supplemental water supply to 1 million people and 614,00 acres of irrigated farmland. The infrastructure was built and owned by the Bureau of Reclamation. The Northern Water Conservancy District manages the C-BT project and deliveries to allottees.



with an average yield of 0.7 acre-feet (AF) per unit. C-BT water provides a consistent, reliable, and high-quality supply, and is especially critical during winter months when Big Thompson rights are unavailable. Deliveries are made directly from Carter Lake to the Berthoud WTP.

Windy Gap water: Berthoud holds 10 units of Windy Gap water, another west-slope transbasin supply conveyed through the C-BT system. Although unavailable during wet cycles due to upstream storage limitations, Windy Gap water is reusable to extinction, unlike C-BT water, which enhances its potential yield. Berthoud may capture reusable portions of Windy Gap water by capturing wastewater effluent or through augmentation of junior rights on the Little Thompson River or the South Platte River. To realize the potential firm demand for first use of Windy Gap water, additional local storage will be required.

Local ditch and reservoir rights: The Town owns various ditch company shares originally developed for agricultural irrigation, including 48.33 shares in the Handy Ditch system, of which a portion has been converted for municipal use. Additional ditch systems in Berthoud's portfolio are held in the Loveland Lake and Ditch, Ryan Gulch Reservoir, Consolidated Home Supply Ditch, and Welch Contract water (an additional interest in the Handy Ditch) systems. Some of these rights are in the water court process to change from irrigation to municipal use.

Little Thompson Water District: Through an intergovernmental agreement, Berthoud purchases supplemental potable supplies from the Little Thompson Water District during summer peak demand periods. This water is treated at the Carter Lake Filter Plant and delivered via metered interconnects to Berthoud's distribution system.

2.2.1.1 Non-Potable Supplies

Non-potable water has historically been used to irrigate Town parks and the TPC Colorado golf course. Berthoud also shares a portion of non-potable infrastructure with Thompson School District. These supplies reduce peak-day potable demand, particularly during the irrigation season, and result in energy and chemical savings by avoiding treatment.

Berthoud is continuing to implement its *2024 Non-Potable Irrigation Water Master Plan* to expand service to additional parks and new residential developments and will continue to proceed with non-potable infrastructure expansion as funding and development opportunities allow. The Town's portfolio of irrigation water rights, the alignment of its service area with historic irrigation systems, and strategic partnerships with developers and local ditch companies provide a strong foundation for continued non-potable system expansion. Further development of the non-potable system will optimize the use of Berthoud's existing water rights, reduce peak potable demand, and decrease future treatment and distribution capacity needs, providing long-term capital savings.

2.2.2 Water Supply Reliability and Future Needs

Berthoud currently maintains a reliable water supply portfolio and has not experienced historical water shortages, even during periods of drought. The Town's existing supplies are sufficient to meet current and near-term water demands.

Town staff are working to address several ongoing challenges and limitations:



- Develop a reliable accounting of NRW and water loss associated with infrastructure.
- Address periodic taste and odor issues that arise when Carter Lake levels are low and the Town relies more heavily on Berthoud Reservoir.
- Replace or rehabilitate aging infrastructure.
- Manage the impacts of rapid population growth.

Berthoud is proactively planning for anticipated growth and the resulting increase in water demands as the Town continues to develop. To guide these efforts, the Town has adopted the *2023 Water and Wastewater Master Plan (WWWMP)* and the *2020 Water Resources Master Plan (WRMP)*. The WWWMP is updated every five years, while the WRMP is routinely updated and is currently undergoing an update, with a final version anticipated for review in Q4 2026. These planning documents evaluate the additional water supplies, infrastructure, and operational strategies needed to meet future demands and ensure reliable service delivery to customers.

The Town's water master planning process incorporates a water supply model that evaluates Berthoud's water rights portfolio, accounts for annual climatic and hydrologic variability, and considers the long-term uncertainties posed by climate change. To meet future water needs, the Town plans to pursue the following key strategies:

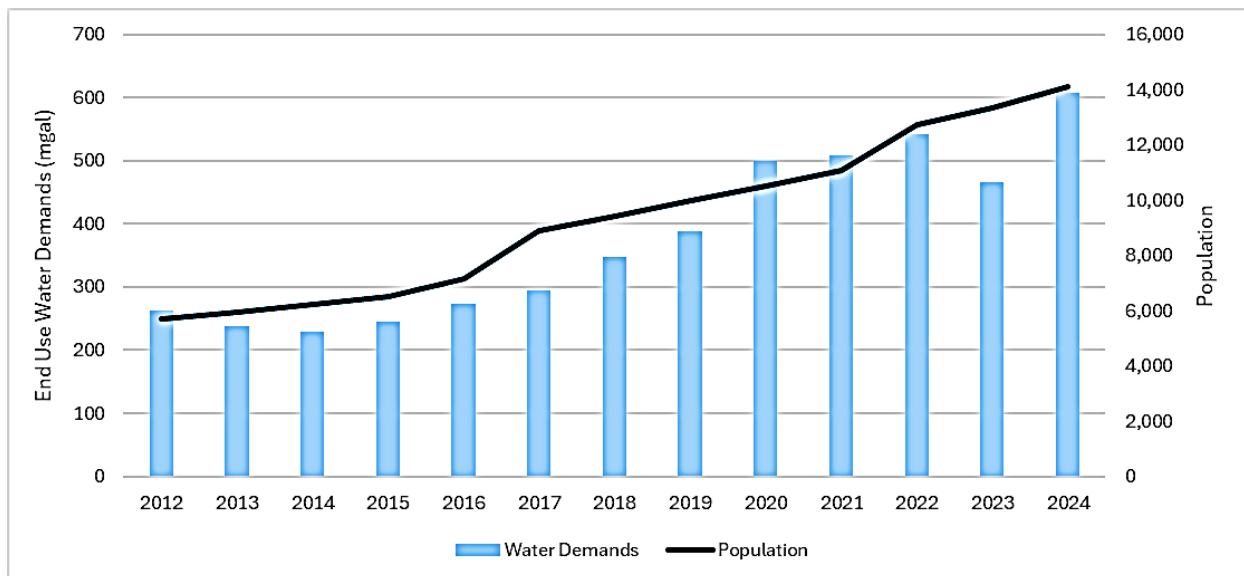
- Acquire additional water rights and local storage to expand overall supply and increase the reliability (firm yield) of its existing water rights portfolio.
- Continue the implementation of the smart Advanced Metering Infrastructure (AMI).
- Initiate the expansion of the current WTP capacity of 4 million gallons per day (MGD) to 5 MGD. Additional WTP capacity expansions will be required as the Town continues to grow.
- Develop a method to capture and reuse legally reusable return flows, including portions of the Town's ditch water rights and Windy Gap Project supplies.
- Promote water efficiency at both the municipal and customer levels to help reduce future demands.
- Continue and monitor the development of its non-potable water supply system.
- Continue to improve data for American Water Works Association (AWWA) M36 annual water audits that will provide historic and projected data reducing per capita demand (the amount of water each person uses per day), with the expectation of the future cost the Town will save on new water. Without that reduction, the Town would eventually need to purchase or secure additional water rights or supplies to meet future demand as the population grows.



3.0 Historical Water Demands

3.1 Systemwide Historical Potable Water Demands

Figure 3.1 shows Berthoud’s total annual metered potable deliveries have increased with population growth, rising from approximately 5,685 residents in 2012 to ~14,100 in 2024. Over this same period, annual water use exceeded 600 MG in 2024, while inter-annual variability reflects climatic influence. The unusually low 2023 demand corresponds to a wetter-than-normal spring, while 2012 exhibited high use consistent with regional drought conditions.



Note: These demand data show metered historical water deliveries. They exclude NRW or construction and hydrant water, which began to be metered in 2023.²

Figure 3.1. Metered Historical Water Demands and Population

Figure 3.2 depicts per-capita usage over the same period. Average consumption from 2012–2024³ is 109.9 gpcd, a comparatively average low rate for Northern Front Range systems. Year-to-year variation in per capita use is driven primarily by weather, irrigation season intensity, and operational behavior. The COVID-19 pandemic period (2020 and 2021) also appears to correlate with increased per capita use, as residents spent more time at home and were more attentive to outdoor landscaping and irrigation.

² The metered historical water demands were derived from data presented in a September 17, 2024 LRE Memo to the Town of Berthoud assuming a 14% NRW loss. These metered demands matched relatively closely to Berthoud’s observed metered water demands available from 2018 to 2024.

³ Per capita water use was calculated as total annual metered water use divided by population.



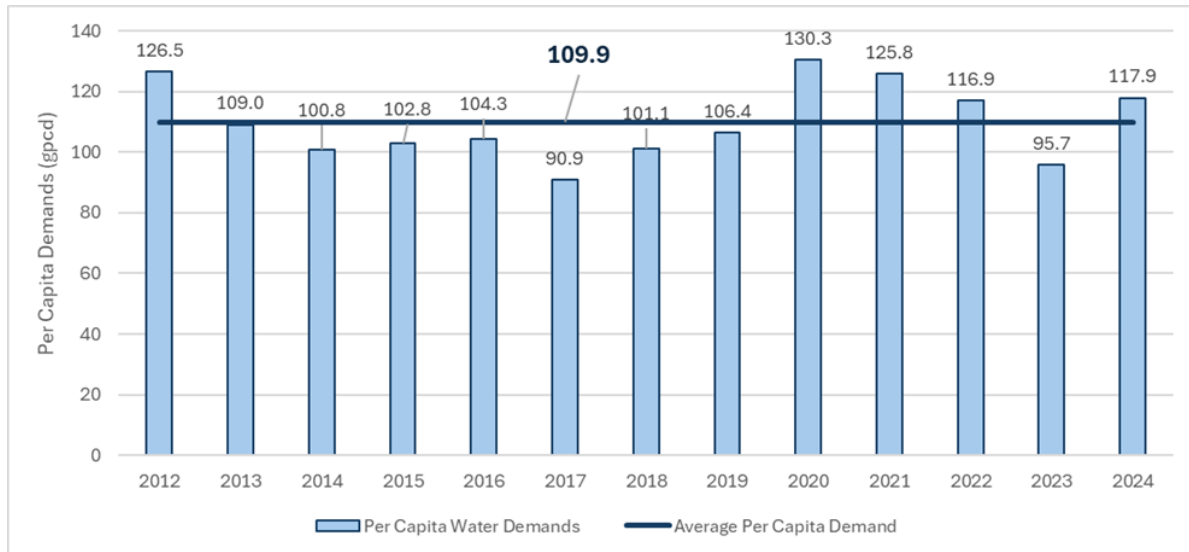


Figure 3.2. System-wide Per Capita Water

Figure 3.3, derived from Berthoud WTP production data, indicates that outdoor irrigation constitutes approximately two-thirds of total potable demand, though this proportion varies with climatic factors such as evapotranspiration (ET) and precipitation. ET represents the combined water lost through evaporation from soil and surfaces and transpiration by plants and is a primary driver of landscape irrigation demand. As ET and precipitation fluctuate, so does the volume of water required for outdoor irrigation. These proportions are consistent with observations across the Front Range.

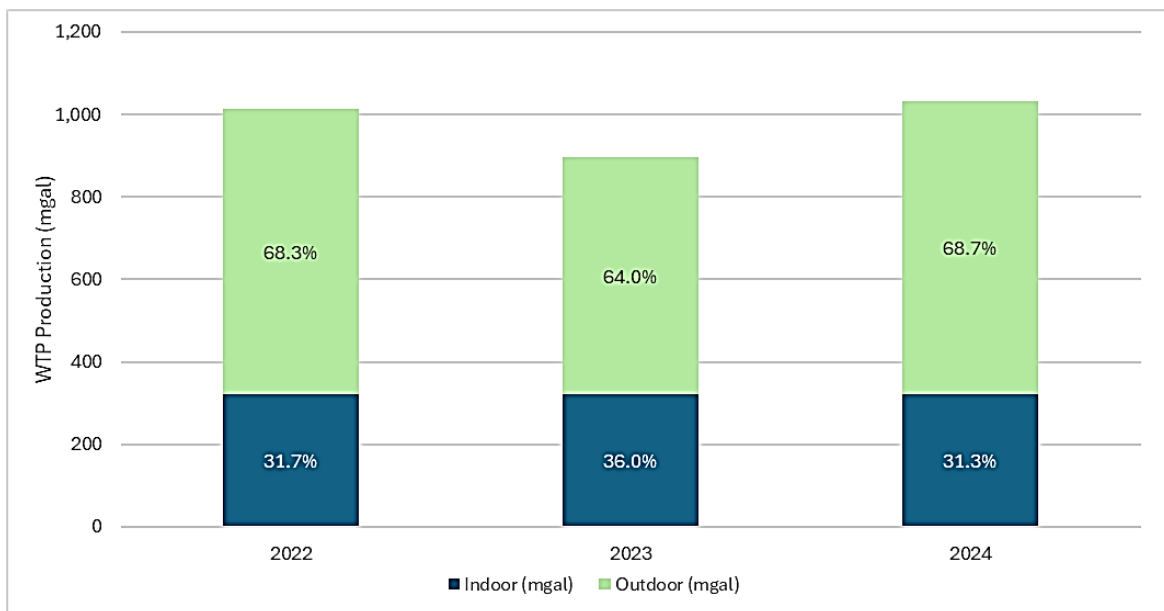


Figure 3.3. Indoor and Outdoor Water Use⁴

⁴ The annual indoor water use was calculated as the minimum monthly demand of the given year multiplied by 12 months. The outdoor water estimated as the difference of the total annual water treatment production and calculated annual indoor demand.



3.2 Historical Potable Water Demands by Customer Type

Customer class distribution is shown in Figure 3.4 and summarized in Table 3.1, with residential use representing ~70% of 2024 total deliveries, followed by commercial, multi-family, municipal operations, and hydrant/construction water. These distributions reflect Berthoud’s predominantly single-family residential profile.

- Residential – Includes single-family, paired homes, townhomes, and extraterritorial service areas individually metered.
- Multi-Family – Multi-unit dwellings supplied by one metered water service line. This category includes apartments, mobile home parks, some townhomes, and accessory dwelling units that may have common area irrigation on the same water service line.
- Commercial – Non-residential properties, including industrial, retail, office, nonprofit, public authorities (such a police and fire departments), developments or properties with common-area irrigation, swimming pools, and golf facilities.
- Education – Thompson R2J-served schools within Town limits.
- Town of Berthoud – Municipal buildings, parks, irrigation of public spaces.
- Hydrant/Construction Water – Includes non-metered water for construction purposes under building permits and metered hydrant use. Systematic metering of hydrant water began in 2023.

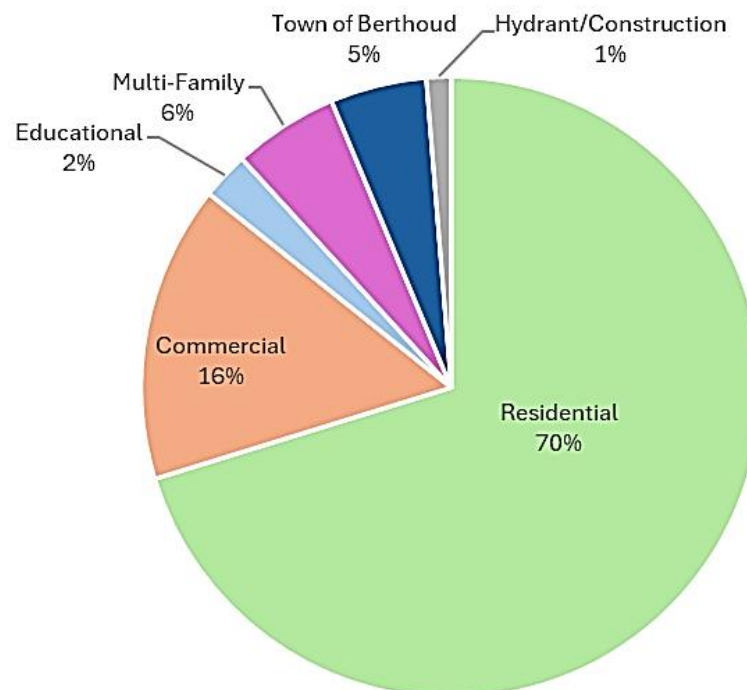


Figure 3.4. Average Customer Water Use by Sector in 2024



Table 3.1. Water Use by Customer Category (mgal per year)

Year	Residential	Commercial	Educational	Multi-Family	Town of Berthoud	Hydrant/Construction
2018	225.8	44.6	9.8	17.2	11.3	n/a
2019	279.1	61.7	11.2	20.0	15.1	n/a
2020	354.9	76.4	14.5	28.2	25.8	n/a
2021	373.7	71.6	17.4	29.3	23.1	n/a
2022	390.7	77.1	12.7	30.3	31.5	n/a
2023	343.0	72.2	7.4	31.1	24.4	9.1
2024	431.8	95.1	15.2	33.8	30.9	7.9

Note: The metering of hydrant and construction water was initiated in 2023.

3.3 Non-Revenue Water

NRW includes real losses (such as distribution-system leaks), apparent losses (including meter inaccuracies and accounting errors), and authorized but unmetered uses. According to an EPA document published in 2013, average water loss in the United States by utilities is 16 percent (EPA, 2013). Berthoud’s recent loss estimate, based on AWWA M36 accounting procedures for 2023–2024, is 16.5%. The Town is actively improving the accuracy of its NRW accounting to identify opportunities for reducing these losses, supported by the implementation of hydrant-water metering in 2023. Sections 4 and 5 provide additional detail on Berthoud’s NRW goals and implementation activities.

Table 3.2. NRW Using AWWA M36 Accounting Procedures

Year	NRW Losses AWWA M36
2023	17.4%
2024	15.6%
Average	16.5%

3.4 Historical Water Demands and Water Efficiency

Berthoud’s previous WEPs (2007, 2011) emphasized integration of water-use considerations into development review and improved irrigation practices in Town parks. Additional efforts included public outreach, partnerships with Resource Central to support water-efficient landscaping and irrigation audits, and ongoing leak identification and repair by utility staff.

Berthoud’s 2007 Water Conservation Plan estimated a per capita water use of approximately 125 gpcd between 2002 and 2004, based on an analysis of water demand per dwelling. In comparison, the recent average per capita water use from 2012 to 2024 is significantly lower, at 109.9 gpcd. This reduction is likely due to a combination of Berthoud’s ongoing water efficiency initiatives and new development trends in the community, such as smaller irrigated yards and newer homes built with water-efficient fixtures that meet updated codes and water standards.





Berthoud’s participation in the 2020 Growing Water Smart program⁵ further strengthened cross-department coordination and resulted in five multi-year goals focused on efficiency, data management, and policy alignment, summarized in Table 3.3. The 2026 WEP builds on this foundation and formalizes a scalable program structure to guide implementation, as outlined in Section 5.

Table 3.3. Growing Water Smart Goals and Outcomes

Goals and Outcomes
Goal 1: Plan Forward: Ensure comprehensive plan update addresses land-use policies impacting water demand. Outcome: Comp plan is water inclusive and land use plans consider water demand and options to manage demand/supply.
Goal 2: Measure and Manage: Conduct an annual water loss audit Outcome: Complete AWWA M36 Audit for with water loss volume, values, and validity – report out to board.
Goal 3: Meter Now: Develop a multi-year plan, budget and timeline to complete AMI water meter upgrades – 12 - 24 months. Outcome: Gain Insight: Improve data to improve water management; granularity, normalization, demand profiles, monitor high-volume water users, communication options.
Goal 4: Model the Way. Implement water efficiency projects in Town parks and facilities Outcome: Walk the Talk and Model the Way for implementing water efficiency in public spaces – current and future.
Goal 5: Strengthen Policy - Incorporate water efficiency Town’s development code with a focus on outdoor water use/landscaping. Outcome: Raise the Bar: water efficiency is a component of development codes, ordinances, guidelines and policies to protect town vision & values.

Source: 2020 Growing Water Smart Workshop

⁵ In 2020, staff from multiple departments and leadership levels within the Town participated in the Growing Water Smart program, facilitated by the Sonoran Institute. Through a multi-day workshop, participants focused on integrating water and land use planning to support long-term water sustainability.



4.0 Benefits and Goals

4.1 Benefits of Water Efficiency

Water stewardship and efficiency provide a range of social, environmental, and economic benefits. During the water efficiency planning process, Town of Berthoud staff identified key benefits associated with implementing such practices:

- **Water resiliency and sustainability:** Efficient water use improves the reliability of water supplies during dry periods and contributes to the sustainability of Berthoud’s long-term water supply. This enables the Town to provide sufficient water supplies for customers and for community open spaces and parks well into the future.
- **Healthy surrounding environment:** Efficient irrigation practices, combined with the promotion of water-wise landscaping, support the development of diverse and resilient ecosystems. These practices enhance drought tolerance, benefit urban wildlife, and contribute to ecological health and landscape sustainability.
- **Coordinated water stewardship:** Implementing a well-coordinated water efficiency program requires local government across multi-departments and community to work together as stewards of water. The Town serves a strategic leadership role in promoting stewardship, improving internal collaboration, and fostering community-wide commitment to sustainable water management.
- **Quality of life:** Access to reliable and clean water is essential to longevity and community well-being. Water efficiency plays a critical role in promoting public awareness and empowering residents to be water stewards and actively participate in sustainable water use.
- **Management of costs:** Reduced water demand through water efficiency measures can lower operational and maintenance costs, including expenses related to water treatment. Additionally, reducing peak summer demands may defer or minimize capital expenditures for expanding water treatment infrastructure as the community continues to grow.

4.2 Goals of the Water Efficiency Plan

Establishing clear, attainable goals is essential for measuring the effectiveness of a water efficiency program and ensuring alignment with the Town’s long-term water management objectives. The six goals outlined in this Plan were developed by Berthoud staff and reflect both new priorities and the continued implementation of strategies from previous water initiatives. Together, these goals serve as benchmarks for evaluating progress and guiding decision-making throughout the implementation of the WEP.

The goals are organized into two primary categories in Table 4.1. The first category focuses on measurable reductions in system-wide water demand by the year 2032. These include goals related to per capita water use, peak day demand, and NRW loss, each supported by specific metrics and data collection strategies. The second category identifies key focus areas to advance water stewardship with goals that emphasize the Town’s leadership in modeling efficient practices, enhancing integration between land use and water planning, and expanding education and outreach efforts. Each goal is paired with measurements to support tracking, transparency, and continuous improvement.



Table 4.1. Goals of the Water Efficiency Plan

Goal Category	Goal	Measurement
Category 1: Demonstrate Berthoud's Commitment to Water Stewardship by Reducing System-Wide Water Demands by 2032	1. Per capita demand reduction: Achieve an end-use per capita water demand of 105 gallons per capita per day (gpcd) by 2032. Based on current demand projections, this represents a 4.5 percent reduction, approximately 33.4 million gallons or 102 acre-feet (AF), from the baseline demand of 109.9 gpcd. The anticipated savings, equivalent to approximately \$9 million in avoided future water purchases, reflect deferred or eliminated water supply acquisitions resulting from reduced system demand. These avoided costs enhance the long-term fiscal sustainability of the Town's water utility. ⁶	Annual total billed customer water use (excluding hydrant and customer water) divided by the population. ⁷
	2. Peak day demand: Reduce peak day water demands while developing a reliable baseline to measure performance and inform future planning.	Establish a historical data set of the following: - Daily WTP production - WTP peak day demands - Daily raw water use Establish a reasonable reduction goal in WTP peak day demand.
	3. Non-revenue water losses: Reduce NRW losses and establish a reliable historical dataset to support ongoing tracking and management.	Use AWWA M36 water loss accounting to build a robust annual data set that includes: - Total NRW - Supporting meter data - Key findings and accomplishments each year.

⁶ This estimate was developed assuming a cost of \$62,000 per unit of C-BT with an average yield of 0.7 AF per unit.

⁷ At the time of developing this Plan, metered hydrant/construction water was only available for 2 years and hence was excluded from the numerical analysis assessing average long-term trends.



Goal Category	Goal	Measurement
Category 2: Areas for Focus	4. Lead by example: Model water efficiency excellence through optimizing water use across Town operations and in land use planning. Leverage these efforts, and their associated benefits, through engagement with stakeholders, internal staff, the Town Board (Trustees), customers, water providers, and regional partners. This goal is intended to raise community awareness and foster broader participation in responsible water stewardship.	Meet the following on an annual basis: - Conduct routine coordination meetings three times a year and progress meetings bi-annually for the water efficiency program. - Track and document ongoing efforts to manage and improve water use within Town operations (e.g., parks, facilities). - Communicate Town actions and successes through routine outreach to the Town Board, staff, customers, and regional stakeholders.
	5. Integrate water and land use planning: Strengthen the integration of water resource management, land use planning, and water efficiency at both the policy and operational levels. ⁸ This goal supports responsible water stewardship while advancing the Town’s vision and community values.	Annually track alignment with the land use principles in Section 4.3 and development and code activities in Table 5.1. Meet the following milestone: - Landscape Design guidelines codified in the Berthoud Municipal Code Q2–Q3 2026. Items required to be addressed prior to 2028 will be revised at a later date
	6. Expand public education and outreach program - Implement the communication plan and outreach and education activities identified in Table 5.1 and Section A.8 of this WEP.	Annually track and report progress on Town-led and partner-promoted activities. - Expand outreach efforts over the next two to three years, with clear tracking of milestones achieved each year.

⁸ Key milestones include incorporation of water conservation into the *Comprehensive Plan*, which was approved on April 14, 2026, making Berthoud the first official community recognized by Colorado Department of Local Affairs (DOLA) to do so; the *2025 Irrigation Plan Guidelines* (completed October 2025); revision of the land use code (completed November 2025); and completion of the *Landscape Design Guidelines* regarding Tree Strips in December 2025.



4.2.1 Projected Demands Assuming Goal 1 Targets

As reflected in Table 4.1, Goal 1, Berthoud aims to achieve an average system-wide per capita water use of 105 gpcd by 2032. Berthoud believes this is a reasonable goal considering historical water demands and available staff resources. The goal is portrayed in Figure 4.1, showing the per capita water demand target of 105 gpcd relative to historical per capita water demands with an average of 109.9 gpcd.

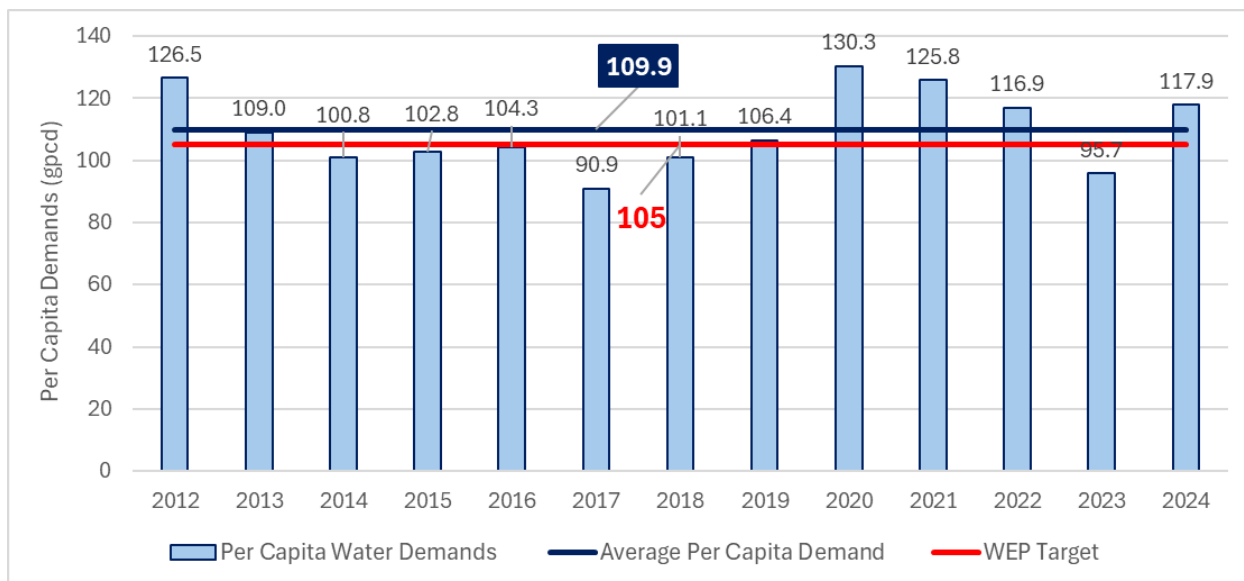


Figure 4.1. Per Capita Water Demand Target for Goal 1⁹

Figure 4.2 presents projected water demands under two scenarios: the Baseline Scenario (blue line) and the WEP Savings Scenario (red line). The Baseline Scenario is based on the historical average per capita demand of 109.9 gpcd from 2012–2024. The WEP Savings Scenario reflects the targeted reduction to 105 gpcd by 2032.

Projected demands were derived by applying the population projections from Figure 2.2 to the respective per capita water use values. Achieving the targeted 105 gpcd would result in an estimated 4.5 percent reduction in total demand relative to the Baseline Scenario, corresponding to annual water savings of approximately 33.3 MG by 2032 and 46.9 MG by 2043.

⁹Figure shows per capita water demands based as total billed water use divided by population, excluding hydrant and construction water.



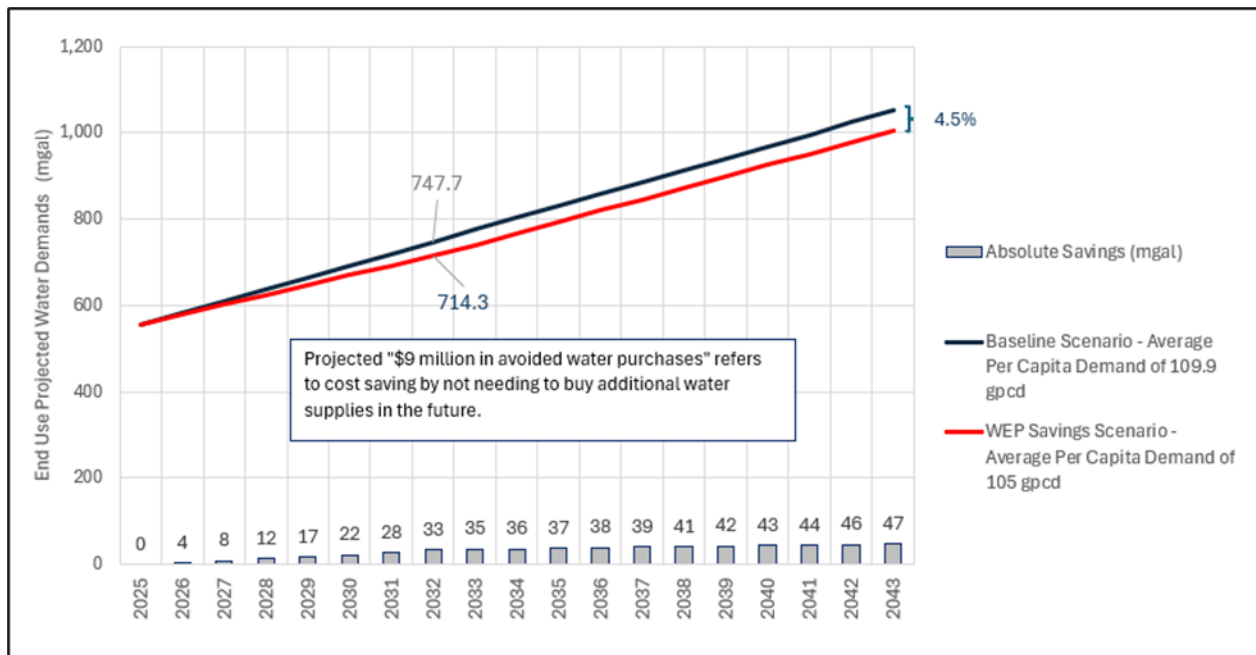


Figure 4.2. Projected Demand for Historical and Targeted Per Capita Water Use

4.3 Principles Guiding Water and Land Use Planning

Berthoud anticipates significant growth in the coming decades. Land use planning and future development patterns will play a critical role in shaping the Town’s future water demands. While a portion of this growth will continue to include single-family detached housing, a broader mix of residential housing types is expected, including higher-density detached homes on smaller lots, attached homes, townhouses, and mixed-use developments that incorporate commercial and multi-family units. The design and landscaping of these developments will directly influence long-term water use across the community.

To address the connection between land use and water demand proactively, Berthoud has identified the following four principles to guide the integration of water and land use planning.

1. **Transition to climate-appropriate landscapes and water efficient turf varieties:** The Town does provide guidance to support the shift from traditional high-water-use landscaping toward climate-appropriate, waterwise landscapes and water-efficient turf varieties. These alternatives are designed to use less water while maintaining aesthetic appeal, supporting a healthy tree canopy, and remaining acceptable to the public.
2. **Balance Town regulation with community autonomy:** While the Town plays a central role in promoting and requiring water-efficient landscapes through regulations and development guidelines, it also recognizes the importance of individual choice. Berthoud encourages residents and developers to make land use decisions that reflect their own values, while being mindful of water efficiency as a key component of responsible water stewardship.
3. **Promote community-wide engagement and collaboration:** The Town seeks to expand its role in advancing water efficiency and conservation by (1) routinely informing customers about water planning efforts and conservation best practices, (2) providing practical support for adopting



waterwise landscaping, (3) engaging stakeholders through targeted public outreach, and (4) collaborating with nearby water providers and local partners to strengthen regional efforts.

4. **Foster multi-level, interdepartmental coordination:** Effective water efficiency planning requires collaboration across multiple departments and levels of government in leveraging resources and implementing a successful water efficiency program. Berthoud is committed to (1) encouraging interdepartmental coordination within the Town, (2) strengthening communication between staff and Town leadership/elected officials, and (3) building regional partnerships to share knowledge and align water conservation efforts.

Section 5 and Appendix A outline the range of water activities, both existing and newly adopted, that the Town of Berthoud is undertaking to integrate water and land use planning. These activities include updates to the land use code and collaborative efforts related to planning and public outreach.



5.0 Water Efficiency Activities

Berthoud plans to implement a diverse menu of water efficiency activities to achieve the water efficiency goals, benefits, and water and land use planning principles discussed in Section 4. Through a series of workshops, Berthoud staff participated in a screening process to address the effectiveness of their current water efficiency activities and identify new activities for implementation. A variety of water efficiency activities were considered for implementation, which included water efficiency measures called in C.R.S. 37-60-126 (4) along with measures listed in the State water efficiency planning guidance documents and *Colorado Water Wise's Best Practices Guidebook for Municipal Water Conservation*. The activities selected for implementation were based on the following qualifications: (1) likelihood of activity to be successful, (2) public acceptance of activity, (3) practicality (e.g., cost vs. benefit), (4) availability of staff resources for implementation, (5) potential for adoption at a regulatory level (where applicable), and (6) outreach and political benefits of specific activities.

Table 5.1 summarizes these measures by best practice¹⁰ and identifies the WEP goals in Section 4.2, to which each of the activities primarily apply. A more detailed description of each of the water efficiency activities is provided in Appendix A. Historical and estimated water savings by activity, where savings can be reasonably estimated, are provided in Appendix B.



¹⁰ These groupings are introduced in Colorado WaterWise's Best Practices Guidebook for Municipal Water Conservation.



Table 5.1. Summary of Water Efficiency Activities

No.	Water Efficiency Activity	Status	Summary	WEP Goals
Planning and Implementation				
1	Water resources master planning	Existing	Assessment of additional water supplies and actions needed to meet growing water demands and the infrastructure necessary to deliver water to customers. The Town's 2020 Water Resources Master Plan with twice annual analysis and a 2023 Water and Water-Wastewater Master Plan.	5
2	Review of water demands and supplies	Existing	Evaluation of water demands and supplies for an up-to-date outlook on the Town's adequacy of projected water supplies to meet projected water demands.	5
3	Sustainability Action Plan	New	Initiated 2025 with adoption in 2026.	N/A
4	Comprehensive Plan	Existing & Expand	Updates to the 2021 Comprehensive Plan will include water efficiency per recently adopted State statutes. Plan is updated every 5 years.	5
5	Water efficiency outreach coordinator	New	Part-time coordinator to lead Berthoud public outreach on water efficiency.	6
6	Routine water efficiency program meetings	New	Three meetings held among Town staff in March/April, July, and November to discuss the data, status of water efficiency activities, successes, challenges, and future opportunities.	All
7	Updates to Board of Trustees	Existing & Expand	Town staff update Board of Trustees twice a year on water efficiency-related information (April/May and September/October).	All
8	Monitoring of treated water system demands and usage summaries	Existing	Monthly WTP system demand and usage summary reports that quantify treated-water volumes billed to customers, broken down by customer sector for regulatory and operational tracking.	1, 2, 3
9	Maintain key partnerships	Existing & Expand	Foster relationships and leverage mutual benefits with existing and future partners.	All
10	Participation in technical industry water efficiency groups	Existing & Expand	Remain up to date on technological innovations and ideas by engaging with water efficiency-oriented groups.	All
Measurement and Data				
11	AWWA M36 NRW accounting	Existing & Expand	Berthoud is investigating meter inconsistencies and improving non-revenue accounting data. The Town recently adopted the AWWA M36 accounting procedures in 2023.	3



No.	Water Efficiency Activity	Status	Summary	WEP Goals
12	Leak detection program and repair	Existing	Identification and repair of leaks is a longstanding maintenance practice for the Town.	3
13	Potable water system metering	Existing	Metering of source water deliveries, water treatment plant production, and customer water use is an ongoing practice.	3
14	Non-potable water metering	Existing & Expand	Improve metering of non-potable water supplies at delivery points and customer end-use.	3
15	NRW use metering	New	Plans to start metering distribution system flushing and fire department flushing; currently maintains estimates of street sweeping.	3
16	Meter testing program	Existing & Expand	Routinely tests hydrant and bulk meters to ensure accurate operation; replacements made as necessary.	3
17	Customer water use metering	Existing	Metering of customer water use is a longstanding practice.	1, 2, 3
18	Installation of AMI metering	New	Exploring funding mechanisms to install customer AMI in the near term.	1, 2, 3
Rates and Charges				
19	Informed monthly volume billing	Existing	Provide customers with informative monthly water bills to support water conservation.	1, 6
20	Consider water efficiency tiered rate structure	Existing	Maintain a two-tiered water rate structure where customers are billed per 1,000 gallons used, incentivizing lower water consumption.	1
21	Routine rate and fee studies	Existing	Conduct regular water rate and fee studies, anticipated annually over the next 5–10 years, to ensure rates support water efficiency goals and financial sustainability.	1
Development and Codes				
22	Water Waste -Municipal Code 6.13 and 6.16	Existing & Expand	Update existing water waste code to provide a more inclusive definition of indoor and outdoor water waste.	1, 2, 3, 4, 5, 6
23	Time of day outdoor water restrictions	Existing	Restrict irrigation during peak evaporation hours (10 am – 6 pm).	1, 2, 6
24	Voluntary odd/even schedule	Existing	Suggest irrigation on specific days based on address.	1, 2, 6
25	Consider mandatory odd/even schedule	Consider	Monitor peak day demands and potentially implement mandatory odd/even irrigation schedule to reduce peak-day water use.	1, 2, 6
26	Ability to implement watering restrictions during water shortage	Existing	Per Section 6.16 of Berthoud’s code, mandatory sprinkler restrictions may be required during water shortage.	N/A



No.	Water Efficiency Activity	Status	Summary	WEP Goals
27	Water dedication	Existing	Developers must provide a dedication of acceptable water rights or cash in lieu for all potable and non-potable purposes.	5
28	Annexation into the Town	Existing	Annexations must comply with Berthoud's development and land use code and Water Efficiency Plan administration.	5
29	Building code includes indoor water efficient standards	Existing	Building code updates incorporate aspects of International Code Council International Codes for indoor water efficiency.	5
30	Land development code includes fundamental waterwise practices	Existing	Require that all new residential and non-residential common area development comply with Berthoud's land development code, which promotes waterwise landscape design. Future updates will align with new State requirements.	5
31	Landscape design guidelines include fundamental waterwise practices	Existing & Expand	Adopted by reference in Berthoud Municipal Code §30-2-112. Updated and codified in section §30-6-113. Require new residential, non-residential, common area, and multifamily development to adhere to these guidelines and water wise landscape design principles. Guidelines will be updated as necessary to align with new State requirements.	5
32	Irrigation plan guidelines	Existing	A stand-alone document completed in 2025, providing best practices for irrigation system design, installation, and maintenance, and supporting water-efficient landscaping practices.	5
33	Review of submitted landscape plans	Existing	Comprehensive review of submitted landscape plans for new development by Town staff and qualified contractors.	5
Outdoor Water Use				
34	Town best practices on parks	Existing	Berthoud Parks implements irrigation efficiency improvements and incorporates waterwise plantings throughout public park areas.	4
35	Resource Central – Slow the Flow	Existing	Provides Berthoud residents with on-site irrigation audits to identify opportunities for water efficiency improvements.	1, 2, 6
36	Resource Central – Garden-in-a-Box	Existing	Offers residents waterwise plant kits along with guidance on proper installation and maintenance to encourage water-efficient landscaping.	1, 2, 6
37	Resource Central – Turf Replacement Program	Existing	Supports residents in replacing turf with waterwise plantings to reduce overall outdoor water use.	1, 2, 6



No.	Water Efficiency Activity	Status	Summary	WEP Goals
Indoor Water Use				
38	Town facility requirements for indoor fixtures and appliances	New	Ensure Town Hall and all public works facilities are equipped with up-to-date, water-efficient fixtures and appliances, with signage promoting conservation.	4
39	Consider rebates or direct installs for targeted users	Consider	Offer rebates or direct installation of water-efficient fixtures and appliances for targeted users, including low-income households and older buildings.	1, 6
Raw Water				
40	Non-potable water supplies	Existing & Expand	Continue expanding non-potable water supplies to meet peak-day demands, which will be tracked, and to reduce the need for future water treatment plant expansions.	1, 2
Education and Communication				
41	Communications plan	New	Develop a communications plan to build public trust and engagement, providing strategies to reach homeowners associations (HOAs), schools, water providers, and businesses, while leveraging regional partnerships to promote water stewardship.	6
42	Demonstration gardens	New	Maintain the existing demonstration garden and develop a new garden at the Town arboretum (currently in design) to showcase waterwise landscaping.	6
43	Web-based customer portal	New	Launch a web-based portal following AMI meter installation, providing customers with near real-time water use data.	6
44	Monitor/outreach to high-volume water users	Existing & Expand	Monitoring based on monthly meter reads and customer calls associated with high-volume usage or billing. Consider expanding to identify and report monthly high-volume customers to determine reasons and suggest water-saving opportunities.	6
45	Promote Northern Water's water efficiency programs	New	Promote Northern Water's programs supporting HOAs and non-residential customers with irrigation efficiency and waterwise landscaping.	6
46	Promote Resource Central programs	Existing & Expand	Enhance promotion of Resource Central outdoor water efficiency programs, focusing on efficient irrigation and waterwise landscaping for HOAs and residences.	6
47	Utilize Colorado WaterWise materials	New	Use Live Like You Love It materials and participate in supporting activities.	6



6.0 Implementation of Seven-year Water Efficiency Plan

The implementation of Berthoud’s seven-year WEP (2026–2032) primarily focuses on (1) proactively addressing water efficiency and new development, (2) outdoor water efficiency to reduce peak-day demand, (3) expanding public outreach, and (4) investing toward future water savings through the pursuit of AMI. This is depicted in further detail in Figure 6.1. Each of these areas support coordinated, accountable, and adaptive implementation through a multi-departmental approach.

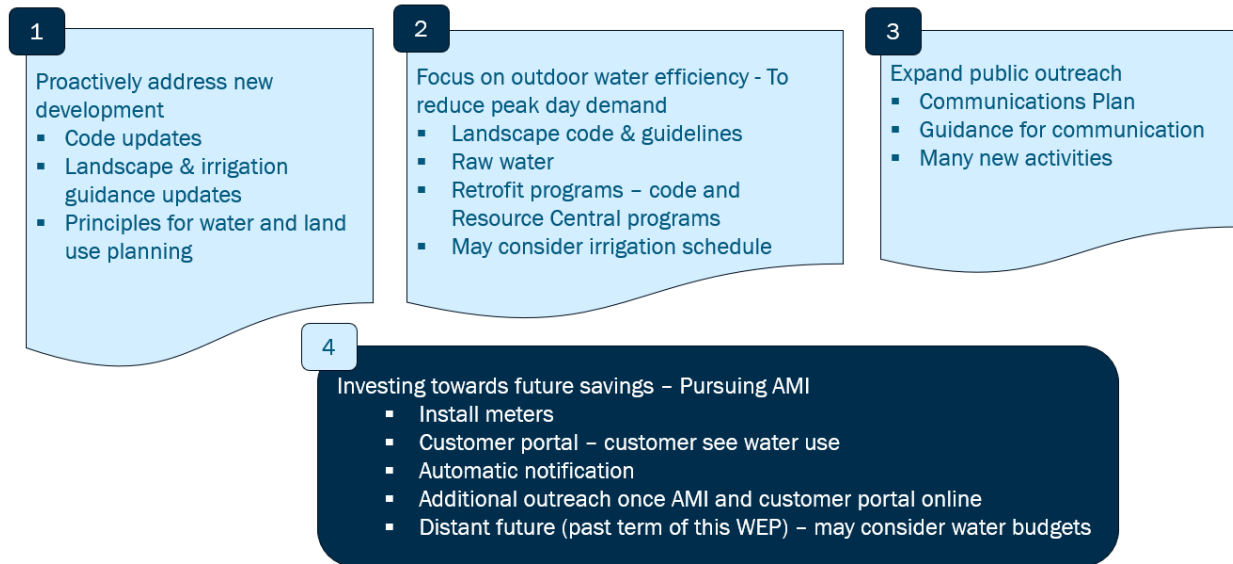


Figure 6.1. Strategic Implementation of Berthoud’s Water Efficiency Program

Per water efficiency activity number six in Table 5.1, staff meetings will be held three times per year in March/April, July, and November to review progress, evaluate successes and challenges, and identify future opportunities, with participation from land use planning, finance, parks, public works, water utilities, and communications. Updates to the Board will occur twice annually during scheduled water-demand reviews, while Water Utilities will continue coordinating with operations and communications staff to support public outreach and water-efficiency messaging.

The Seven-Year Implementation Plan, Table 6.1, provides accountability and timeline framework for implementation of the water efficiency activities introduced in Table 5.1. This includes the lead department/staff, historical and ongoing actions for the seven-year planning period (2026–2032), and phased implementation actions for 2026–2028 and 2028–2032. A mid-period review will be conducted in 2029 to assess progress, adjust priorities, and refine activities, ensuring systematic tracking and alignment with applicable codes, ordinances, and best practices.



Table 6.1. Seven Year Implementation Plan with Targeted Actions

No.	Water Efficiency Activity	Lead Department/Staff	2026–2032: Ongoing Actions for Seven Year Period	2026–2028: First Half Actions	2028–2032: Second Half Actions
Planning and Implementation					
1	Water resources master planning	Water Utilities Director and Water Resources Administrator	Incorporate historical water demands, twice annual analysis of supply/demand and efficiency efforts into water resources planning.	----	----
2	Review of water demands and supplies	Water Utilities Director and Water Resources Administrator	Conducts twice-annual reviews of (Spring/Fall) of water demands and supplies to inform water dedication requirements and various water planning efforts.	Reviews to include progress of this WEP.	Reviews to include progress of this WEP.
3	Sustainability Action Plan	Economic Sustainability Manager and Community Development Director	Adopted in 2026.	Revisions to the plan will be made as tasks are completed and standards are updated, with reviews on water efficiency efforts.	Revisions to the plan will be made as tasks are completed and standards are updated, with reviews on water efficiency efforts.
4	Comprehensive Plan	Community Development Director and Water Utilities Director	Ensure effective use of the Comprehensive Plan	Note ways the new Comprehensive Plan update can incorporate water and water efficiency.	Initiate Comprehensive Plan update to include a water element.



No.	Water Efficiency Activity	Lead Department/Staff	2026–2032: Ongoing Actions for Seven Year Period	2026–2028: First Half Actions	2028–2032: Second Half Actions
5	Water efficiency outreach coordinator	Administrative Tech Water	----	(1) Lead development of the Communications Plan. (2) Coordinate and expand public outreach as feasible.	Assess public outreach efforts with Berthoud staff and consider updating the Communication Plan as needed.
6	Routine water efficiency program meetings	Water Resource Administrator and Administrative Tech Water	----	Hold water efficiency meetings three times a year (March/April, July, and November).	Assess the frequency and effectiveness of water efficiency meetings and make beneficial adjustments.
7	Updates to Board of Trustees	Water Resource Administrator and Water Utilities Director	Provide updates on key aspects of the water efficiency program.	Include WEP updates during the twice annual reviews of water demand and supply.	Assess the effectiveness of the updates and continue updates during twice annual reviews of water demand and supply
8	Monitoring of treated water system demands and usage summaries	Water/Wastewater Engineer and Billing	Conduct monthly updates and reviews	Conduct monthly updates and reviews	Conduct monthly updates and reviews
9	Maintain key partnerships	Water Utilities and Communications	Foster relationships and leverage mutual benefits with Resource Central and Northern Water.	Enhance and grow relationships/ mutual benefits with additional partners, including Little Thompson Water District, Thompson School Districts, HOAs, Berthoud Chamber of Commerce, and Berthoud Board of Realtors.	Continue to leverage mutual benefits with existing partnerships and explore new beneficial partnerships.



No.	Water Efficiency Activity	Lead Department/Staff	2026–2032: Ongoing Actions for Seven Year Period	2026–2028: First Half Actions	2028–2032: Second Half Actions
10	Participation in technical industry groups	Water Utilities	Participate in Northern Water's engagement activities around water efficiency.	Participate in Colorado WaterWise activities and resources. Explore redoing the Growing Water Smart workshop and other activities.	Assess Berthoud's current engagement with water efficiency groups and make beneficial adjustments.
Measurement and Data					
11	AWWA M36 NRW accounting	Water Utilities	Apply the AWWA M36 non-revenue accounting procedures to measure losses.	Develop a database framework for annual NRW measurements, supporting meter data, and key findings and accomplishments.	Continue to populate data set and evaluate NRW loss trends.
12	Leak detection program and repair	Water Utilities	Implement leak detection as a standard maintenance practice.	Document and maintain ongoing records of leaks detected and repaired.	Refresh field staff training on leak detection best practices.
13	Potable water system metering	Water Utilities	Meter source water deliveries, water treatment plant production, and customer water use.	Implement a more formal asset management system to organize data and inform maintenance and rehabilitation.	(1) Continue to populate data and evaluate NRW loss trends. (2) Develop a specific reduction goal in WTP peak day demand.
14	Non-potable water metering	Water Utilities Director, Operations Manager, and Water Resources Admin	Continue current metering activities, data collection, and operations	Develop and implement a plan to improve non-potable metering with the objective of achieving an accurate inventory of total NRW diversion/use within four years.	Continue to expand inventory of non-potable metering data and identify areas where efficiency can be improved within that system.



No.	Water Efficiency Activity	Lead Department/Staff	2026–2032: Ongoing Actions for Seven Year Period	2026–2028: First Half Actions	2028–2032: Second Half Actions
15	NRW use metering	Water Utilities	Maintains estimates of drinking of public pool and hot tubs.	Initiate metering of system flushing, fire department flushing, and street sweeping.	Consider metering drainage of public pools and hot tubs.
16	Meter testing program	Water Utilities in collaboration with Billing	Routinely tests hydrant and bulk meters and replace when necessary.	----	Consider meter testing program at the customer end-use once AMI meters are fully installed.
17	Customer water use metering	Water Utilities in collaboration with Billing	Continue metering	----	----
18	Installation of AMI metering	Water Utilities	----	Explore financial options for installation of AMI for all customers and initiate installation.	Complete installation of AMI and develop means to fully utilize collected data.
Rates and Charges					
19	Informed monthly volume billing	Billing	Issue informed monthly water bills.	Issue informed monthly water bills.	Issue informed monthly water bills.
20	Consider water efficiency tiered rate structure	Water Utilities Director, Operations Manager and Town Administrator	Update current tiered water rate structure based on monthly volume and current water rate study.	Review current water rate study to consider an efficiency-oriented tiered rate structure.	Implement an efficiency-and or incentive oriented tiered rate structure.
21	Routine rate and fee studies	Water Utilities Director and Town Administrator	Conduct routine rate studies. Every 5-years to review the rate study *Purpose of rate and fee studies to cover plant operation-infrastructure costs.	Conduct/review routine rate studies.	Conduct/review routine rate studies.
Development and Codes					



No.	Water Efficiency Activity	Lead Department/Staff	2026–2032: Ongoing Actions for Seven Year Period	2026–2028: First Half Actions	2028–2032: Second Half Actions
22	Water Waste - Municipal Code 6.13 and 6.16	Water Utilities – Senior Engineer Tech, Operations Manager, Director	Water waste code included.	Expand or update the existing water waste municipal code.	Explore feasible improvements for enforcement
23	Time of day outdoor restrictions	Water Utilities and Code Compliance Specialist	Restrict irrigation during peak evaporative hours (10:00am-6:00pm).	Restrict irrigation during peak evaporative hours.	Restrict irrigation during peak evaporative hours.
24	Voluntary odd/even schedule	Water Utilities and Communications	Continue voluntary odd/even watering schedule.	Increase customer education on odd/even watering schedule. Evaluate customer adherence once AMI metering is installed.	Consider mandatory odd/even schedule
25	Consider mandatory odd/even schedule	Water Utilities and Communications	----	----	Consider mandatory odd/even schedule.
26	Water shortage restrictions	Water Utilities Director and Town Administrator	----	----	Develop the ability to implement watering restrictions during a water shortage.
27	Water dedication	Water Utilities Director	Implement water dedication requirements. Evaluate fees and structure.	Implement water dedication requirements. Evaluate fees and structure.	Implement water dedication requirements. Evaluate fees and structure.
28	Annexation code review	Community Development Director and Water Utilities Director	Review the annexation code toward water efficiency measures.	----	Consider adding language to the annexation code on water efficient practices.



No.	Water Efficiency Activity	Lead Department/Staff	2026–2032: Ongoing Actions for Seven Year Period	2026–2028: First Half Actions	2028–2032: Second Half Actions
29	Building code includes water efficient standards	Community Development	Building code addresses water efficient fixtures and appliances.	Update code as necessary to adopt the latest water efficient technologies.	Update code as necessary to adopt the latest water efficient technologies.
30	Land development code includes fundamental waterwise practices	Community Development	Land development code requires waterwise landscaping practices.	Update code to comply with State standards and make routine improvements.	Update code to comply with State standards and make routine improvements.
31	Landscape design guidelines	Community Development	Routinely update landscape guidelines to incorporate latest science and technology for water efficiency.	Routinely update landscape guidelines to incorporate latest science and technology for water efficiency.	Routinely update landscape guidelines to incorporate latest science and technology for water efficiency.
32	Irrigation plan guidelines	Community Development	2025 Irrigation Plan Guidelines Addendum to the 2023 Landscape Design Guidelines	Routinely update addendum to incorporate latest science and technology for water efficiency.	Routinely update addendum to incorporate latest science and technology for water efficiency.
33	Review of submitted landscape plans	Community Development	Continue multi-departmental development review to ensure code compliance.	Continue multi-departmental development review to ensure code compliance.	Continue multi-departmental development review to ensure code compliance.
Outdoor Water Use					
34	Berthoud best practices on parks	Public Works Director	Continue current best practices, serving as a Town leader in water efficiency.	Implement irrigation improvements as needed. Explore opportunities for new waterwise landscapes and leverage partnerships.	Implement irrigation improvements as needed. Explore opportunities for new waterwise landscapes and leverage partnerships.



No.	Water Efficiency Activity	Lead Department/Staff	2026–2032: Ongoing Actions for Seven Year Period	2026–2028: First Half Actions	2028–2032: Second Half Actions
35	Resource Central - Slow the Flow	Administration and Communications	Continue partnership with Resource Central to implement the program.	----	----
36	Resource Central - Garden in - a - Box	Administration and Communications	Continue partnership with Resource Central to implement the program.	----	----
37	Resource Central - Turf replacement Program	Administration and Communications	Continue partnership with Resource Central to implement the program.	----	----
Indoor Water Use					
38	Town facility requirements for indoor fixtures and appliances	Site and Facility Managers	----	----	Ensure Town Hall and all associated facilities have up-to-date, efficient fixtures/appliances with signage.
39	Consider rebates or direct installs for targeted users	----	----	----	Consider rebates or direct installation of water efficient fixtures/appliances for targeted users (e.g., low-income, older buildings).
Raw Water					
40	Non-potable water supplies	Water Utilities Director, Water/Wastewater Engineer and Water Resources Administrator	Maintain, and meter, non-potable irrigation use in Parks.	Expand non-potable supplies to new development and additional parks.	Expand non-potable supplies to new development and additional parks.



No.	Water Efficiency Activity	Lead Department/Staff	2026–2032: Ongoing Actions for Seven Year Period	2026–2028: First Half Actions	2028–2032: Second Half Actions
Education and Communication					
41	Communications plan	Water Utilities	----	Develop and implement Berthoud’s communication plan for water efficiency.	Explore ways communication plan can be improved.
42	Demonstration gardens	Water Utilities, Public Works Utilities, Community Development	Install demonstration garden(s) where feasible.	Develop a demonstration garden at the new Town Arboretum. Promote existing gardens.	Capitalize on new demonstration garden opportunities. Enhance promotional efforts.
43	Web-based customer portal	Water Utilities / Billing	----	Develop customer portal once AMI is installed.	Launch web-based customer portal once AMI is installed. Leverage launch for significant public outreach.
44	Monitor/outreach to high-volume water user	Billing, Water Operations, Admin Water Tech	Continue outreach to customers based on meter readings, or calls from customers, followed by a letter as needed. Perform monthly reports of high-volume users Conduct outreach to promote efficiency.	Perform monthly reports of high-volume users. Conduct outreach to promote efficiency.	Implement automated outreach to high volume users once AMI is installed. Integration of communications software into current billing system to be assessed.
45	Promote Northern Water efficiency programs	Water Utilities / Communications	Utilize and promote Northern Water's water efficiency programs.	Increase promotional efforts by exploring additional marketing methods and engagement opportunities to improve public participation.	Assess promotional outcomes. Adjust, if needed.
46	Promote Resource Central programs	Water Utilities / Communications	Inform customers of Resource Central programs.	Increase promotional efforts by exploring additional marketing	Assess promotional outcomes. Adjust, if needed.



No.	Water Efficiency Activity	Lead Department/Staff	2026–2032: Ongoing Actions for Seven Year Period	2026–2028: First Half Actions	2028–2032: Second Half Actions
				methods and engagement opportunities to improve public participation.	
47	Utilize Colorado WaterWise Materials	Water Utilities and Communications	----	Incorporate "Live Like You Love It" material into communications. Participate in supporting activities.	Identify improvements that could be made to communication materials.



Water Efficiency and Potential Cost Savings Effects

Like most water providers, the Town of Berthoud’s water revenues are primarily driven by customer water use, while a substantial portion of the Town’s water system costs remain fixed regardless of demand. Although water-efficiency measures can influence operational costs over time, meaningful outcomes of this Plan are expected to begin materializing during the 2029–2032 phase of the WEP. As illustrated in Figure E.1, this period reflects projected savings associated with avoided future water purchases resulting from reduced per-capita demand.

At the time of this Plan’s implementation, the Town has no comprehensive historical cost or budget data specific to water-efficiency activities. Berthoud conducts annual reviews of capital and operational expenditures, projected revenues, and water rates and will continue to monitor cost trends associated with water operations. Currently available information includes annual water audits (initiated in calendar year [CY] 2023 and considered moderately reliable), water-use data from the Town’s billing system, and bi-annual reviews of water-resource conditions. Due to these data limitations, water-efficiency activities have not historically appeared as a distinct line item in the Town’s budget.

With adoption of this WEP anticipated in the second quarter of CY2026, water-efficiency activities will be evaluated for potential inclusion in the annual budgeting process and are likely to be formally incorporated when this Plan is updated in 2032. Ongoing efforts to improve the accuracy and usefulness of annual water audits include enhanced water-use reporting and expanded metering capabilities to better account for NRW. This work focuses on identifying and reducing real losses (such as distribution-system leaks), addressing apparent losses (such as unmetered or unbilled consumption), reducing the cost associated with replacing lost water, and improving the Town’s understanding of system-wide water use. These improvements will support reconciliation of audit findings with ongoing technical analyses conducted through the *2020 Water Resources Master Plan* and the *2024 Non-Potable Master Plan*.

As Berthoud moves forward with deploying non-potable irrigation infrastructure, reductions in potable-water treatment and delivery costs will create measurable savings, and enhanced data-analysis capabilities will further amplify these benefits in subsequent budget cycles.



7.0 Monitoring Plan

The implementation of a water efficiency program is most effective when managed as an adaptive, continuous process in which routine monitoring informs constructive program adjustments. Monitoring provides decision-makers with the information needed to refine program activities in response to evolving conditions. Effective collection and organization of data are instrumental to the success of this effort. The following information will be collected and assessed to meet State reporting requirements for this Plan.

Water demand, data and accounting data

- Annual per capita water demand relative to the WEP Goal 1 target of an average 105 gpcd by 2032.
- NRW losses (using AWWA M36 accounting procedures) in support of WEP Goal 2, including development of a reliable historical record and observed reductions in losses over time.
- Monthly and annual usage summaries of metered water use by billing customer category.
- Daily, monthly, and annual totals of treated water production conveyed to the customer.
- Monthly and annual totals, primarily during the irrigation season, of non-potable water delivered to HOAs or Metro Districts for seasonal irrigation.
- Monthly and annual treated-water system demand reports to monitor relationships between treated-water production and sector-specific customer use.
- Relevant weather data and associated impacts on outdoor water demands.

Development within Berthoud's service area

- Annual change in residential population within the service area
- Number of new homes built
- Commercial properties developed
- Acres of new irrigated lands
- Other relevant information

Water efficiency activities

Routine monitoring, reporting, and assessment of Berthoud's water-efficiency activities are required to meet the State's annual HB-1051 reporting requirements, which will begin once Berthoud's annual retail water deliveries reach or exceed 2,000 AF. The Town will continue tracking each efficiency activity to ensure effective implementation and realization of intended benefits. As part of this monitoring effort, Berthoud will collect and report the following:

- Annual estimates of water savings for efficiency activities where savings can reasonably be measured or estimated.
- Program implementation costs, including resources needed to carry out water efficiency activities.
- Public feedback, including input from customers and stakeholders.

This information will help inform Town staff and the Town Board about progress toward Berthoud's water-efficiency goals and identify any adjustments needed to improve the overall effectiveness of the Water Efficiency Program.



8.0 References

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Appendix A – Water Efficiency Activities

A.1 Planning and Implementation

Effective water-efficiency planning, execution, coordination, and collaboration are essential to achieving a successful program that delivers measurable results. Planning efforts, key partnerships, and strong relationships have played a critical role in Berthoud’s past water-efficiency successes, and this WEP builds on those foundations to further advance the Town’s program. This section highlights the key activities Berthoud is undertaking to integrate water efficiency into Town planning and to coordinate program implementation. Additional details on WEP implementation are provided in Section 6.

Planning

Water resources master planning: As outlined in Section 2.2.1, Berthoud’s *2020 Water Resources Master Plan*, supplemented by a five-year Water Plan Memorandum, provides the foundation for evaluating the Town’s ability to meet projected treated-water demands over a rolling five-year horizon using the average yield of reliable existing water supplies. In coordination with the Town’s semiannual analyses and the *2023 Water and Wastewater Master Plan*, these documents evaluate system capacity, infrastructure needs, current and projected treated-water demands, and long-term demand conditions. These analyses incorporate historical demand trends, ongoing efficiency measures, and the use of non-potable supplies.

Review of water demands and supplies: Berthoud reviews water demands and supplies with the Board of Trustees twice annually to confirm that projected supplies meet anticipated demands. These meetings will also report on WEP progress and inform water-rights dedication requirements and other key water-planning efforts, including this WEP.

Sustainability Action Plan: In 2025, the Town of Berthoud began developing its *2026 Sustainability Action Plan* (SAP). The SAP is designed to work in coordination with Berthoud’s WEP, which was also initiated in 2025. While the WEP focuses on water stewardship and efficiency, the SAP addresses additional sustainability priorities, including reducing greenhouse gas emissions, improving energy use at town facilities, minimizing environmental impacts, and expanding waste reduction practices. Together, these plans position the Town of Berthoud to effectively lead the community toward a healthier and more sustainable future.

Comprehensive Plan: The *2021 Comprehensive Plan* addresses water primarily in the context of supply, wastewater, stormwater management, and as an environmental asset and opportunity. An update was completed on April 14, 2026 and submitted to the Colorado Department of Local Affairs (DOLA). This plan involved input from various Town Departments and Divisions to ensure it not only met the requirements of SB24-1974 and the Growing Water Smart program goals and outcomes identified in Table 3.3, as well as recently adopted State requirements. Colorado Revised Statutes 30-28-106(3)(a.5)(II) and 31-23-206(1.5)(c) require that municipalities must include a water supply element in their local and regional comprehensive plans that incorporates water-efficiency and conservation policies.¹¹

¹¹ Source: Colorado DOLA Website. Access at: [Water Planning Fact Sheet: Comprehensive Plan Elements | Division of Local Government](#)



Program Implementation and Coordination

Water efficiency outreach coordinator: Berthoud’s Administrative Water Technician collaborates closely with water operations and communications staff to coordinate public outreach. This position also serves as a part-time community engagement contact for water-related issues.

Routine water efficiency program meetings: Town staff coordinate three meetings annually (March/April, July, November) to review WEP implementation progress, challenges, successes, and upcoming opportunities. Attendees include representatives from land-use planning, finance, parks, public works, water utilities, and communications.

Updates to Board of Trustees: Staff provide WEP progress updates to the Board during the twice-annual demand and supply meetings (April/May and September/October). Updates include current water-demand trends, NRW accounting, status of efficiency activities, and annual monitoring results (per Section 7). The spring meeting focuses on monitoring data collection, while the fall meeting summarizes program status and progress.

Monitoring of water demands: Berthoud will continue preparing the Monthly WTP System Demand and Usage Summary Reports, and the annual AWWA M36 water accounting. These reports track trends, assess potable, NRW, and non-potable supply conditions, and inform the routine WEP coordination meetings.

Maintain key partnerships: Strategic partnerships are essential to advancing Berthoud’s water-efficiency program, particularly given limited staff capacity. The Town will maintain and expand partnerships with entities such as Resource Central, Little Thompson Water District, Northern Water, Thompson School District, HOAs, and the Berthoud Chamber of Commerce to share expertise and support joint initiatives.



Participation in technical industry groups: As the water-efficiency field evolves, Berthoud is committed to remaining informed on emerging technologies, strategies, and best practices. Engagement includes:

- Colorado WaterWise’s membership: Access to educational resources, webinars, outreach materials, and member newsletters.
- Northern Water Symposium Attendance: Participation in water-efficiency and conservation events to stay current on regional trends
- Training and Capacity Building: Potential re-engagement in the Growing Water Smart workshop for newly hired staff and pursuit of additional multi-departmental training on topics such as integrated planning, efficiency, and water security.

A.2 Measurement and Data

Accurate measurement and reliable metered data are foundational for effective planning, system optimization, and evaluating progress toward WEP Goals 2 and 3 in Section 4.2. The practices below describe key components of Berthoud’s approach to water-related data acquisition and management.

Accounting and Leak Detection

AWWA M36 water accounting: Berthoud is investigating meter inconsistencies and improving NRW accounting data. The Town is implementing AWWA M36 accounting procedures, adopted in 2023. This standardized process supports water auditing and loss-control programs and is required by the State for entities selling over 2,000 AF to qualify for certain funding. Staff recently attended CWCB’s Colorado Water Loss Control Initiative training and will continue advancing this practice. Accurate accounting, metering, leak repair, and related data-collection methods are essential to achieving the Town’s NRW goals outlined in Section 4.2.

Leak detection program and repair: Leak repair is a long-standing maintenance practice. Staff are trained to identify and report water waste. The Town is budgeting for a more formal asset-management system in 2026 to organize data and strengthen maintenance and rehabilitation planning.

Metering Within the Water Supply System

Potable water system metering: The Town meters source-water deliveries, WTP production, and customer end use as standard practice. Data are evaluated through the Monthly WTP system demand and usage reports to inform NRW accounting.

Non-potable water metering: Berthoud plans to expand metering of non-potable supplies, including source metering and customer end-use metering. The Town will coordinate with HOAs and Metro Districts operating non-potable systems to gather data, assess system efficiency, and identify improvements.

NRW use metering: Unmetered uses, such as distribution-system flushing, fire-department flushing, street sweeping, and permitted construction, reduce water-audit accuracy. The Town plans to:

- Meter distribution system and fire-department flushing.
- Explore metering solutions for street sweeping.
- Develop and implement a plan to meter construction and development water use.



Meter testing program: Hydrant and bulk water meters are routinely tested and replaced if underperforming, faulty or as needed to ensure accuracy and proper functionality. Customer end-use meters are not currently tested regularly, as the plan is to replace all with AMI in the near term.

Metering and Customer Water Use

Metering customer water use: Since 2000, Berthoud has used the Caselle billing system to manage metered water-use data. Once AMI installation is complete, the system will integrate with AMI to support more detailed consumption analysis, leak detection, high-user outreach, and demand management.

Installation of AMI metering: In Table 3.1, implementing AMI town-wide was identified as a goal during the 2020 Growing Water Smart workshop. Installation is progressing based on available funding. AMI records hourly meter data, enabling system-wide and customer-level demand monitoring throughout the day rather than monthly. AMI data supports a broad range of functions, including:

- Improved consumption metering and reporting.
- Real-time customer-side leak detection, and reduce associated water losses
- Enhanced NRW monitoring.
- Identify consumption at inactive accounts and detect potential water theft.
- Inform capital development and infrastructure planning.
- Inform rate and fee analysis.
- Provide data for the customer water portal and public education initiatives.

A.3 Rates and Charges

Developing water rates and system development fees requires balancing revenue needs with fairness and equity. The activities below demonstrate Berthoud’s commitment to informed rate development.

Customer Water Rates

Informed monthly volume billing: Monthly bills include a graphic comparing current use to the previous twelve months, along with charges for water, sewer, drainage, lift stations, and municipal fees.

Consider water efficiency tiered rate structure: Berthoud currently uses a two-tiered rate structure (per thousand gallons; see Table A.1). The Town will evaluate more conservation-focused alternatives during this Plan.

Routine rate and fee studies: Berthoud conducts rate studies as needed and anticipates annual updates over the next 5–10 years. Future revisions may be required to address increasing costs related to treatment, supply acquisition, storage, and infrastructure.



Table A.1. Berthoud 2026 Water Usage Rates

Customer Type	Tier 1		Tier 2	
	Amount	Usage Cost (\$/gal)	Amount	Cost (\$/gal)
Residential				
In-Town				
5/8 & ¾ inch tap	first 24,000 gal	\$4.73	over 24,000 gal + first 24,000 gal. fee	\$9.47
1 inch tap	first 60,000 gal	\$4.73	over 60,000 gal + first 60,000 gal. fee	\$9.47
2 inch tap	first 192,000 gal	\$4.73	over 192,000 gal + first 192,000 gal. fee	\$9.47
Out-of-Town				
5/8 & ¾ inch tap	first 24,000 gal	\$7.09	over 24,000 gal + first 24,000 gal. fee	\$14.15
1 inch tap	first 60,000 gal	\$7.09	over 60,000 gal + first 60,000 gal. fee	\$14.15
Multi-Family				
5/8 & ¾ inch tap	first 24,000 gal	\$4.07	over 24,000 gal + first 24,000 gal. fee	\$8.15
1 inch tap	first 60,000 gal	\$4.07	over 60,000 gal + first 60,000 gal fee	\$8.15
1 ½ inch tap	first 120,000 gal	\$4.07	over 120,000 gal + first 120,000 gal fee	\$8.15
2 inch tap	first 192,000 gal	\$4.07	over 192,000 gal + first 192,000 gal fee	\$8.15
4 inch tap	first 600,000 gal	\$4.07	over 600,000 gal + first 600,000 gal fee	\$8.15
6 inch tap	first 1,200,000 gal	\$4.07	over 1,200,000 gal + first 1,200,000 gal fee	\$8.15
Educational				
	up to 192,000 gal	\$4.32	192,000+ gal	\$8.65
Commercial				
In-Town				
5/8 & ¾ inch tap	first 24,000 gal	\$3.78	over 24,000 gal + first 24,000 gal. fee	\$7.58
1 inch tap	first 60,000 gal	\$3.78	over 60,000 gal + first 60,000 gal fee	\$7.58
1 ½ inch tap	first 120,000 gal	\$3.78	over 120,000 gal + first 120,000 gal fee	\$7.58
1 ½ inch tap	Variance	\$3.78		
2 inch tap	first 192,000 gal	\$3.78	over 192,000 gal + first 192,000 gal fee	\$7.58



Customer Type	Tier 1		Tier 2	
	Amount	Usage Cost (\$/gal)	Amount	Cost (\$/gal)
Out-of-Town				
5/8 & ¾ inch tap	first 24,000 gal	\$5.71	over 24,000 gal + first 24,000 gal. fee	\$11.43
1 inch tap	first 60,000 gal	\$5.71	over 60,000 gal + first 60,000 gal fee	\$11.43
Non-potable system	n/a	\$2.14	n/a	n/a
Bulk Hydrant meter	Usage, Per 1000 gallons	\$12.98	n/a	n/a



A.4 Development and Codes

Berthoud has a series of mandatory requirements in its Municipal Code that addresses customer outdoor water use, conditions for annexation and new development, and requirements for building and outdoor landscaping.

Regulations on Customer Waste of Water and Outdoor Water Use

Waste of Water code: Berthoud’s current water waste code is stated below:

Consumers shall prevent unnecessary waste of water and keep all outlets closed when not in actual use. Hydrants, urinals, water closets, bathtubs and other openings must not be left running for any purpose other than the use for which they were intended. In addition to the penalty provided herein for Code violations, the water supply may be turned off where any such waste occurs (Section 6.13 of Town code).

Berthoud plans to update its water waste code to provide a more inclusive definition of indoor and outdoor water waste. This definition may include: (1) continuous irrigation to any area resulting in ponding or pooling of water or runoff of water not absorbed into the ground or soil that flows away from the area being irrigated, (2) failure to repair any irrigation system that is leaking, (3) letting water run unrestricted from a hose or faucet to drainage, (4) watering landscaped areas during rain or high wind, and (5) washing vehicles with a hose that lacks an automatic shut-off valve.

Time of day outdoor water restrictions: Berthoud restricts irrigation during the peak evaporative period of the day by code:

No irrigation shall be permitted between the hours of 10 am to 6 pm with the exception that micro-irrigation using hand watering, soaker hoses, drip irrigation and irrigation of newly laid sod and newly seeded lawns may be done at any time" (Section 6.14 of Town code).

Voluntary odd/even schedule: Berthoud implements the following voluntary irrigation schedule where it is suggested for customers to irrigate on specific days of the week based on the address:

- Even addresses irrigate on Sunday and Thursdays, and add Tuesday as needed
- Odd addresses irrigate on Saturdays and Wednesdays, and add Monday as needed

Consider mandatory odd/even schedule to reduce peak-day use: The Town will continue to monitor peak day demands based on water treatment plant system demand and usage and if necessary, may institute an odd/even mandatory irrigation schedule to further reduce peak-day water demands.

Water shortage restrictions: Under Section 6.16 of the Berthoud Municipal Code, the Town may impose mandatory irrigation restrictions during water shortages: *"In case of water shortage or scarcity, the Board may by resolution place any restrictions which it deems necessary upon the use of water for irrigation or sprinkling purposes."*



Water Service Conditions for Annexation and New Development

Water dedication: Berthoud’s water dedication requirement requires developers to provide a dedication of acceptable water rights or the payment of a cash in lieu of water dedication for all potable and non-potable purposes. Water dedication is required for anyone who seeks approval for an extension of water service, annexation into the Town, subdivision, or change in land use within or outside limits of the Town, if such change would increase the demand for Town service (Town Code Section 30-10-114). The amount of water dedication is based on the projected number of single-family equivalents (SFEs), type of development, and water use per SFE associated with type of development per Code requirements. Developments with proposed lower projected water usage per Code requirements have a lower water dedication, which can incentivize lower water use. The water dedication requirements, including the associated water use per SFE, is evaluated periodically and updated in the code based on the Town’s historical water use data. An update is anticipated within the next few years.

Annexation code review: Any annexation into the Town must adhere to the Berthoud’s development and land use code and guidelines which, as described below, include water dedication requirements and waterwise landscaping best practices. Upon annexation, the new property or properties become a part of the Town’s service area and therefore are also under the administration of this WEP.



Berthoud Reservoir – East and West Cell

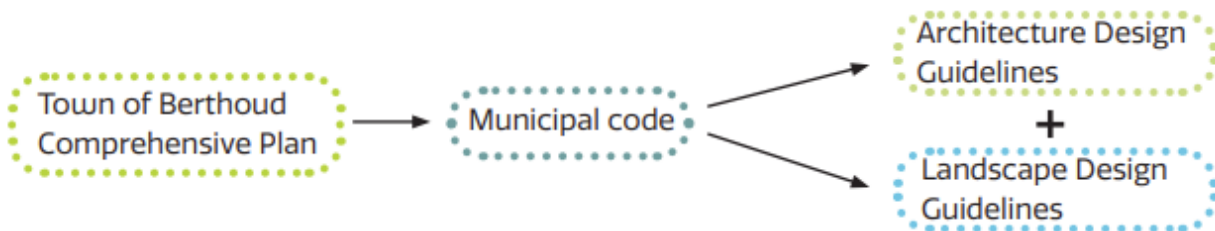
Land Development Code

Building code includes indoor water efficient standards: Berthoud routinely updates its building code to incorporate many aspects of the International Code Council (ICC) International Codes. These are widely adopted codes that help “ensure the engineering of safe, sustainable, affordable and resilient structures.” This includes an international plumbing code that addresses water efficiency. Berthoud adopted the



2024 ICC International Codes in late 2025. Updates will continue to be made in the future to ensure that Berthoud is incorporating the latest engineering standards and best practices.

Land development code includes fundamental waterwise practices: Berthoud’s landscape design standards were developed in the 2023 *Landscape Design Guidelines* and codified in Berthoud Municipal Code §30-2-112. All new residential and non-residential common space development must adhere to these standards. As discussed in Section 3.4, one of Berthoud’s 2020 Growing Water Smart goals is to incorporate water efficiency into the Town’s development code, with a focus on outdoor water use and landscaping. This section of the code establishes requirements and guidance for plant selection,



installation, maintenance, and overall design quality for development within the Town of Berthoud. These standards support the goals and policies of the Berthoud 2021 *Comprehensive Plan* and applicable community master plans and are intended to guide property owners, developers, and contractors proposing new development or redevelopment. Development applications must demonstrate compliance with these standards. Where strict compliance is not feasible, applicants may propose alternative approaches, provided they include a clear justification demonstrating how the proposed design meets the intent of the Comprehensive Plan, Municipal Code, and associated standards.

The code addresses the following:

- Appropriate turf selection to minimize bluegrass.
- Maximizing the use of native species and, where native material is inappropriate, plant species that are regionally adapted and noninvasive.
- Enhancing biodiversity.
- Improving soil with organic matter.
- Design of irrigation systems to prevent overspray and runoff onto paved or other non-landscaped areas.
- Grouping of plantings of similar water requirements and placement of plant materials according to their microclimatic needs and water requirements. All landscape plans submitted for approval must clearly identify and include a potable and non-potable water consumption analysis of high (bluegrass), moderate (trees and shrubs), and low (natural grasses) hydrozones.
- Moisture sensors for all automatic irrigation systems. Automatic sprinkler systems are required for new parks and open spaces.
- Drip irrigation, where possible, for planting beds, shrubs, etc.
- Proper maintenance and irrigation schedules.



The *2023 Landscape Design Guidelines - Place Types* incorporate strategies to support waterwise landscapes. These include:

- Storm water design systems that encourage infiltration into the ground
- Plant selection based on climate and specific site conditions (e.g., light intensity, soil type, irrigation, drainage, etc.)
- Prioritization of Colorado native and drought tolerant plant species that support native pollinators
- An 80% target for low water use plants
- Value and benefits of trees
- Turfgrass limited to spaces for active and passive recreation
- Master Plant list for species suitable for landscape use on the Front Range

Landscape design guidelines include fundamental waterwise practices: Berthoud’s landscape design guidelines were recently updated to include fundamental aspects of waterwise landscape design. These updates were codified in Berthoud Municipal Code §30-6-113 to comply with Colorado Senate Bill 25-005, a state mandate that prohibits local governments from allowing the installation, planting, or placement of nonfunctional turf, artificial turf, or invasive plant species on commercial, institutional, or industrial property; corridor common interest community property; or within a street right-of-way, parking lot, median, or transportation corridor.¹² Berthoud’s Land Development Code is compliant for the issues that were required prior to January 1, 2026, when this statute became effective. In addition, SB25-1113 was recently passed, which extends these limitations to multi-family housing. Berthoud’s landscape design guidelines will be updated by January 1, 2028, to meet the Bill requirements.

Irrigation plan guidelines: The Town of Berthoud adopted the *2025 Irrigation Plan Guidelines* addendum to the *2023 Landscape Design Guidelines*. This comprehensive guideline establishes best practices for irrigation system design, installation, operation, and maintenance to support long-term water efficiency, reduce peak summer demand, and eliminate outdoor water waste. To align with these requirements, the WEP now requires that all irrigation systems be designed, installed, and maintained to prioritize water conservation and sustainability, consistent with the Town’s Comprehensive Plan, Municipal Code, Landscape Design Guidelines, and applicable engineering standards. Irrigation design must incorporate proper hydrozoning, achieve efficient water distribution, and prevent water waste through runoff, low-head drainage, overspray, and irrigation onto impervious or non-targeted areas. Additionally, systems must comply with Town standards for water service and operational restrictions; smart technology and controls such as smart controllers, flow sensors, and rain sensors; approved overhead and drip irrigation components; installation, testing, and annual backflow prevention; and defined requirements for temporary establishment irrigation and long-term permanent irrigation.

Development Review Process

Review of submitted landscape plans: Land development plans must be submitted with a landscape plan to the Town’s Planning Department. The plans must provide the source of water and quantity of water being allocated for irrigation purposes along with a map showing hydrozones and a hydrozone analysis.

¹² Colorado Senate Bill 24-005.



These plans are reviewed by the Town arborist, contract landscape architect, Town development review engineer, Utilities, and a water resources engineering contractor to confirm water consumption calculations for the hydrozone analysis. All irrigation plans for non-residential landscapes must be stamped and certified by a qualified irrigation/landscape professional.

A.5 Outdoor Water Use on Existing Development

Town best practices on parks: Parks is Berthoud’s largest irrigator in Town and strives to be an example and Town leader in water efficiency by implementing successful water efficiency practices. This coincides with the fourth goal developed by Berthoud staff during the 2020 Growing Water Smart workshop of “Walk the Talk” (Table 3.3) and with Goal 4 of this Plan in Table 4.1.

Berthoud Parks uses modern irrigation smart controllers and clocks, times irrigation to avoid peak period of evaporation when feasible, uses drip systems throughout ornamental gardens, ensures efficient irrigation heads through maintenance and replacement, routinely addresses issues where plants are blocking irrigation heads, and selects plants based on drought tolerance, climate suitability and “pollinator friendliness.” In addition, Parks has added around 12 additional Park meters and recently conducted the following bulleted water audits on heavy using parks, along with implementing the following bulleted waterwise landscaping projects in partnership with Resource Central and Northern Water.

- **Hillsdale Park waterwise demonstration garden:** Utilized a Northern Water grant to create a waterwise demonstration garden with plant labeling in 2019.
- **Basic irrigation audits:** Conducted at Railroad Park, Roberts Lake Park, and Old Skate Park in 2020.
- **Advanced irrigation audits:** Conducted for Bein Park, Town Park, Collins Park, Fickel Park, Pioneer Park in 2020. The audits included a two-year plan to update irrigation systems in needed areas with water efficient heads, nozzles, irrigation head realignment, vegetation removal, and new weather tracking controllers. These audits were conducted with Resource Central.
- **Irrigation improvements:** In 2021, irrigation improvements were made at Bein Park, Town Park, and Fickel Park that included the replacement of irrigation heads and realignment for proper coverage along with new weather tracking controllers. In 2022, improvements were made to the Greenlawn Cemetery, Robert’s Lake, and Collins Park. A pump was installed at Collins Park to increase pressure in the lines and allow the heads to function properly.
- **Waterwise plantings:** In 2021, ornamental beds at Railroad Park and Bein Park were renovated to include water-wise plantings in coordination with Northern Water, who utilized a designer from the Denver Botanical Gardens.

Parks plans to continue to implement as needed irrigation improvements, explore opportunities for new waterwise landscapes, and leverage partnership opportunities in the future.





Offerings through Partnership with Resource Central

Berthoud has historically partnered with Resource Central to implement irrigation audits through the *Slow the Flow* program and promote waterwise landscape through the *Garden in a Box and Turf Replacement* programs. Berthoud plans to continue these partnerships and expand outreach to encourage broader customer participation, with or without potential state funding.

Resource Central - Slow the Flow sprinkler consultations: The Town of Berthoud partners with Resource Central to provide irrigation audits at no direct cost to residential and non-residential customers through the *Slow the Flow* program. Participating Berthoud customers receive a free consultation with a trained conservation technician who:

- Performs a visual inspection of the irrigation system, including sprinkler heads and lines;
- Measures system output and tests coverage uniformity for the specific area and soil type;
- Checks soil type, root depth, and appropriate sprinkler head spacing;
- Adjusts head types, spacing, and system pressures; and
- Provides a customized watering schedule, test results, and maintenance recommendations to improve water efficiency.

Non-residential customers also receive a roadmap to guide next steps. These audits have been offered in partnership with Resource Central. Table A.2 shows the number of residential and commercial/HOA Slow the Flow audits conducted from 2022 to 2024.

Table A.2. Slow the Flow Audits

Year	2022	2023	2024
Residential	66	30	35



Resource Central - Garden in a Box: Berthoud partners with Resource Central, where customers may qualify for a rebate by ordering a Garden in a Box from Resource Central. These professionally designed, affordable do-it-yourself garden kits feature low-water-use perennial plants, starter plants, a professionally developed Plant and Care Guide, and plant-by-number layouts. Residents currently receive a \$25 cost-share discount per kit. Table A.3 summarizes the number of Garden in a Box Kits distributed from 2022 to 2024. The elevated CY2022 value likely reflects pandemic-related increases in time spent at home and associated outdoor irrigation, while 2023–2024 data are more representative of typical use patterns.

Table A.3. Berthoud Garden in a Box Kits

Year	2022	2023	2024
Number of Kits	58	76	65

Resource Central - Turf replacement program: Berthoud partners with Resource Central to offers two residential turf replacement programs.

- **Lawn Removal Program** – Customers may receive up to a \$750 discount for removal of 200–2,000 square feet of turf by Resource Central.
- **Do-It-Yourself Program** – Customers removing turf themselves may receive up to four Garden in a Box kits at no cost.

Both programs require conversion of sprinkler systems to drip systems and require at least 50% of the removed turf area be replanted with waterwise plantings. This program, which began in 2023, has received supportive State grant funding. Table A.4 summarizes the number of turf replacements conducted.

Table A.4. Turf Replacement

Year	2022	2023	2024
Participants	8	6	5

A.6 Indoor Water Use

While Berthoud primarily focuses on outdoor water use when it comes to water efficiency, indoor water efficiency practices are also encouraged by the Town to promote customer awareness on the value of water and demonstrate Berthoud’s efforts in leading by example.

Town facility requirements for indoor fixtures and appliances: The Town plans to ensure that Berthoud Town Hall and all public works facilities are outfitted with up-to-date water efficient fixtures and appliances. Signage in Town Hall and other public interfacing facilities is under consideration to raise awareness around water efficiency and promoting Town efforts to be water-efficient.

Consider rebates or direct installs for targeted users: Berthoud will consider offering rebates or installing water-efficient fixtures and appliances for targeted water users, such as low-income households and older buildings, through partnerships or as a Town-sponsored program.



A.7 Raw Water

Non-potable water supplies: As discussed in Section 2.2.1, non-potable water use offers unique benefits including lowering peak-day demands and energy and chemical savings by not having to treat the water. Non-potable water is used to irrigate a portion of the Town’s parks and golf course. The Town also currently shares a portion of its non-potable water system with the Thompson School District.

Berthoud finalized its non-potable water master plan in 2024 with the objective of expanding non-potable use to more of its parks and to residential development. Further development of a non-potable water supply and distribution system will (1) enable Berthoud to optimize use of its water rights portfolio and (2) reduce future potable water demand during the summer peaking period. Such a reduction will reduce the capacity needed for an expanded water treatment plant and the capacity of the potable distribution system, yielding financial savings. The implementation of the non-potable water master plan and corresponding development of the non-potable water supply system will occur over time as the Town is able to secure funding and continues to develop.

A.8 Education and Communication

The Town of Berthoud plans to expand its public outreach efforts in ways that are flexible, achievable with current staffing, and aligned with CWCB according to the statewide water efficiency goals. CWCB works to balance the need for new water supplies with the ability to reduce demand through conservation.

The following guiding principles support this approach with CWCB while promoting stewardship:

1. **Prioritize transparency and accountability:** By using accessible communications rooted in real data, including AMI analytics and water audits, Berthoud aims to instill confidence in how the Town manages water resources.
2. **Clarify roles and responsibilities:** Many residents are unfamiliar with how water is managed locally and regionally. Outreach will focus on explaining the roles of the Town, Northern Water, and Little Thompson Water District, and why these roles matter.
3. **Emphasize shared goals to leverage mutual benefits:** Berthoud will engage HOAs, Berthoud District schools, local businesses, and regional partners to develop mutually beneficial solutions that support community priorities and water efficiency goals.
4. **Foster long-term engagement:** The Town aims to build sustained relationships with the community, reinforcing Berthoud’s identity as a steward of water and promoting a more community-facing utility culture.

Town-Led Initiatives

The following public outreach activities were identified by Berthoud staff. These are a combination of Town-led initiatives and opportunities to leverage partnerships. These activities, along with new activities, may be identified as Berthoud develops a water efficiency communications plan and further develops its water efficiency program. Communication vehicles identified during the WEP development process and messaging are also provided in the following subsections.



Communications plan: Berthoud will develop a communications plan that will apply the four guiding principles with strategies to reach HOAs, schools, water providers, and local businesses.

Key objectives include:

- Engaging 10 HOAs, over 400 non-residential water users, the school district, churches, nonprofits, Northern Water, and Little Thompson Water District.
- Incorporating AMI meter data to promote water efficiency.
- Recognizing staff capacity limits and ensuring the plan is achievable with guidance from the communications team and leadership by the water department’s administrative staff.

Demonstration garden: Berthoud currently maintains a demonstration garden at Hillsdale Park featuring signage that identifies waterwise plant species. In addition, a new 25-acre arboretum is being designed to include a trail system, community park with functional turf areas, native landscaping, and community amenities such as benches and bike racks. Berthoud intends to build upon this opportunity by incorporating a new Waterwise demonstration garden within the arboretum that will include educational signage, tangible examples of drought-tolerant plants, water-saving practices, and information highlighting the ecological benefits of water-efficient landscaping.



Web-based customer portal: Following completion of AMI meter installations, Berthoud will launch a web-based customer portal that provides customers with near real-time, hourly water use data. The portal will integrate AMI data analytics to empower customers to better understand their water bills and manage their water use, promoting greater water efficiency. It will enhance customer service by improving access to detailed account data and accelerating responses to billing and water use inquiries. Following the AMI rollout, customer outreach efforts will be expanded to encourage portal enrollment and increase community-wide awareness of water efficiency opportunities.



Monitor/outreach to high-volume water users: Berthoud plans to routinely monitor its billing system to identify high-volume water customers. Town staff will periodically contact these customers to better understand factors contributing to high water use and discuss opportunities for reducing consumption. The installation of AMI, combined with advanced data analytics and the customer web portal, is expected to automate and enhance this outreach by providing more timely and detailed usage information. Berthoud plans to further optimize program efficiency and expand engagement with large water users through these new technologies.

Promote Programs and Utilize Communication Tools Sponsored by Partners

Promote Northern Water water efficiency programs: Northern Water administers programs available to municipalities, commercial developments, schools, and HOAs. The Town has utilized several of these opportunities in its parks.

- **Landscape consultations:** Address water usage, landscape management and design, irrigation system performance, landscape plans and improvement ideas.
- **Irrigation efficiency assessment (audits):** Include system inspections to identify water waste and provide guidance on optimizing water use.
- **Water-efficient landscape grant:** Provide financial support for commercial-scale landscape projects that reduce water use while enhancing ecosystem services. Signs and other materials may also be provided for public education.

The Town plans to further promote these programs to applicable non-residential customers and HOAs, emphasizing the technical and financial support available.

Promote Resource Central programs: Berthoud plans to continue promoting Resource Central's *Slow the Flow* sprinkler consultations, *Garden in a Box*, and *Turf Replacement* programs among residents. This includes enhancing information about these programs on the Town's website, in Berthoud's *InFocus* newsletter, and through other communication channels.

Utilize Colorado WaterWise materials: Berthoud will use *Live Like You Love It* materials and participate in supporting activities, which may include educational webinars and the annual symposium.

Communication Vehicles

Table A.5 lists the platforms and tools and summarizes existing, expanded, and new (potential) communication vehicles that the Town will use to implement the water efficiency programs, activities, and educational efforts described in this WEP.

Table A.5. Communication Vehicles

Communication Vehicles	Status
"Berthoud Local" seminars	Existing
E-letter / digital newsletter (<i>In-Focus</i>)	Existing
Postcards distributed by Water Utilities operations staff	Existing and expand



Communication Vehicles	Status
Social media posts	Existing and expand
Water efficiency content on Town website, ongoing with updates	Existing and expand
Resource Central <i>Waterwise Yard</i> Webinars	Existing and expand
Back-flow compliance door hangers incorporating water efficiency	Existing and expand
Customer surveys focused on water efficiency	New
Targeted messaging through Utilize billing system	New
AMI Portal + targeted messages via billing system	New (Billing)
Signage at demonstration gardens and Town properties	New
Articles in the <i>Berthoud Surveyor</i> /media outreach	New
Events: Farmers Market, Berthoud Day, 3rd of July, October Fest, Trunk or Treat	New
Signage at Town properties highlighting water efficiency improvements	New
Educational materials available at Town Hall	New
Focus groups or workshops	Consider
Instructional videos on water saving practices	Consider
Yard or block make-over contests	Consider
Partner with youth advisory commission for youth outreach	Consider

Consistent Messaging and Compatibility

Berthoud recognizes that public messaging is dynamic. As the communications plan develops and as water efficiency efforts mature, messaging will align with water efficiency goals, reinforce transparency, and be phased by priority and adjusted accordingly. Table A.6 includes key messages prioritized by importance. The top five are considered critical for near-term outreach.

Table A.6. Public Messaging

Message/ Communication Focus	What this message supports in the WEP Plan
Individual Responsibility and Shared Effort	Encourages residents to reflect on how they contribute to both the problem and the solution. Supports the overall Communications Plan (and WEP activities).
Awareness of House Bill 21-1229	Waterwise landscaping allowed regardless of HOA rules. Directly supports the plan to update landscape design sections of the Code to comply with State standards and waterwise practices.
Water meter data and technology	Message is leveraged during the launch of the web-based customer portal following the installation of AMI Metering, designed to promote accountability and usage monitoring.
Non-potable irrigation metering & cross-connection compliance	Addresses proper utilization of Non-potable Water Supplies and aligns with the need to improve metering of non-potable for compliance.



Message/ Communication Focus	What this message supports in the WEP Plan
Town Stewardship Leadership	Demonstrates the Town best practices on parks (implementing irrigation improvements and waterwise plantings) and the requirement for Town facility requirements for indoor fixtures and appliances with conservation signage.
Promoting Landscape Guidelines (HOAs, existing customers)	Aligns with the strategic action to maintain key partnerships, specifically to enhance and grow relationships with HOAs, Berthoud Chamber of Commerce, and Berthoud Board of Realtors.
Infrastructure Investment	Communicates the goal to develop systems to utilize legally reusable return flows and expand non-potable supplies, reducing need for future water treatment plant expansion.
Park Irrigation Season Explanation	Connects to existing operational practices involving non-potable water supplies, and Town best practices on parks best practices (adjusting irrigation systems and systems based on water availability).
Operational/System Unpredictability	Provides context for system maintenance, Leak Detection Program and Repair. Supports implementation of operational controls such as Time-of-Day Outdoor Water Restrictions. (Dependent on weather, system breaks, perfect functionality of system, no public disturbances, events, etc.)
Efficient Outdoor Watering Practices	Promotes proper watering practices for individual yards. Supports Berthoud’s landscape and irrigation guidelines throughout the community. Reinforces participation in Resource Central programs such as Slow the Flow (on-site audits) and Garden-in-a-Box (waterwise plant kits).
Water Quality Messaging	Reinforces that water is a natural resource and may have naturally variable characteristics (“it might taste earthy at times”). Addresses customer concerns related to raw water quality through potable water system metering and AWWA M36 NRW accounting.
Efficiency Saves Money	Utilizing water efficient appliances and irrigation technology. Reinforces the financial benefits of the Installation of AMI Metering and supports the option to Consider Rebates or Direct Installs for Targeted Users.
Changing Irrigation Clocks (Establishment)	A specific action item supported by Irrigation System Guidelines and educational components of Resource Central Programs.
Future reality of water resources	Emphasizes the importance of the review of water demands and supplies and the strategic decision to consider mandatory odd/even schedule.
Rain gardens and barrels education	Communications Plan and aligns with promoting waterwise practices supported by Landscape Design Guidelines.
Personalizing Cost Savings	Tie water efficiency to cost savings - Supports the practice of informed monthly volume billing and the use of the water efficiency tiered rate structure.
Engagement with Town Benefits	Highlights the Town’s commitment to serving the community through transparent communication. Directly supports the Communications Plan’s goal to build public trust and engagement and reflects the role of a Water Efficiency Outreach Coordinator (Admin Water Tech) in expanding public outreach.

Note: This list is not a comprehensive list of Berthoud’s messaging and communication focus areas. Messaging is a dynamic process and will be modified as Berthoud’s communication plan is developed and the water efficiency program continues to mature.



Appendix B – Water Saving Estimates

Estimated savings for water efficiency activities where a reasonable estimate may be provided is provided below. Table B.1 provides historical savings while Table B.2 provides projected savings.

Table B.1 Historical Water Savings (gallons)

Year	Resource Central Programs			Non-potable water
	Resource Central Slow the Flow	Resource Central Garden in the Box	Resource Central Turf replacement	
2022	330,000	41,429	34,000	31,843,346
2023	480,000	112,857	64,000	78,292,220
2024	350,000	170,000	84,000	93,842,862

Note: Annual water savings are cumulative over time. Other programs not included here have provided additional water savings.

Table B.2 Projected Water Savings (gallons)

Year	Resource Central Programs			Non potable water
	Resource Central Slow the Flow	Resource Central Garden in the Box	Resource Central Turf replacement	
2025	350,000	212,857	114,000	95,506,189
2026	300,000	255,714	144,000	101,000,000
2027	300,000	298,571	174,000	108,000,000
2028	300,000	341,429	204,000	115,000,000
2029	300,000	342,857	200,000	122,000,000
2030	300,000	314,286	200,000	129,000,000
2031	300,000	300,000	210,000	137,000,000
2032	300,000	300,000	210,000	145,000,000

Note: Annual water savings are cumulative over time. Other programs not included here will provide additional savings over time.



Appendix C – Resolution Adopting Plan



WELCOME TO
BERTHOUD
GARDEN SPOT OF COLORADO



Town of Berthoud

Water Efficiency Plan – Responsible Water Stewardship

Board Meeting – July 14, 2026

Purpose of the Plan

1. Propels stewardship of water at the Town and community level
2. Successfully reduces future water demands and infrastructure expenditures
3. Empowers data-informed decisions through coordinated data collection and working together



**COLORADO
WATER PLAN**



Water Efficiency Plan Benefits



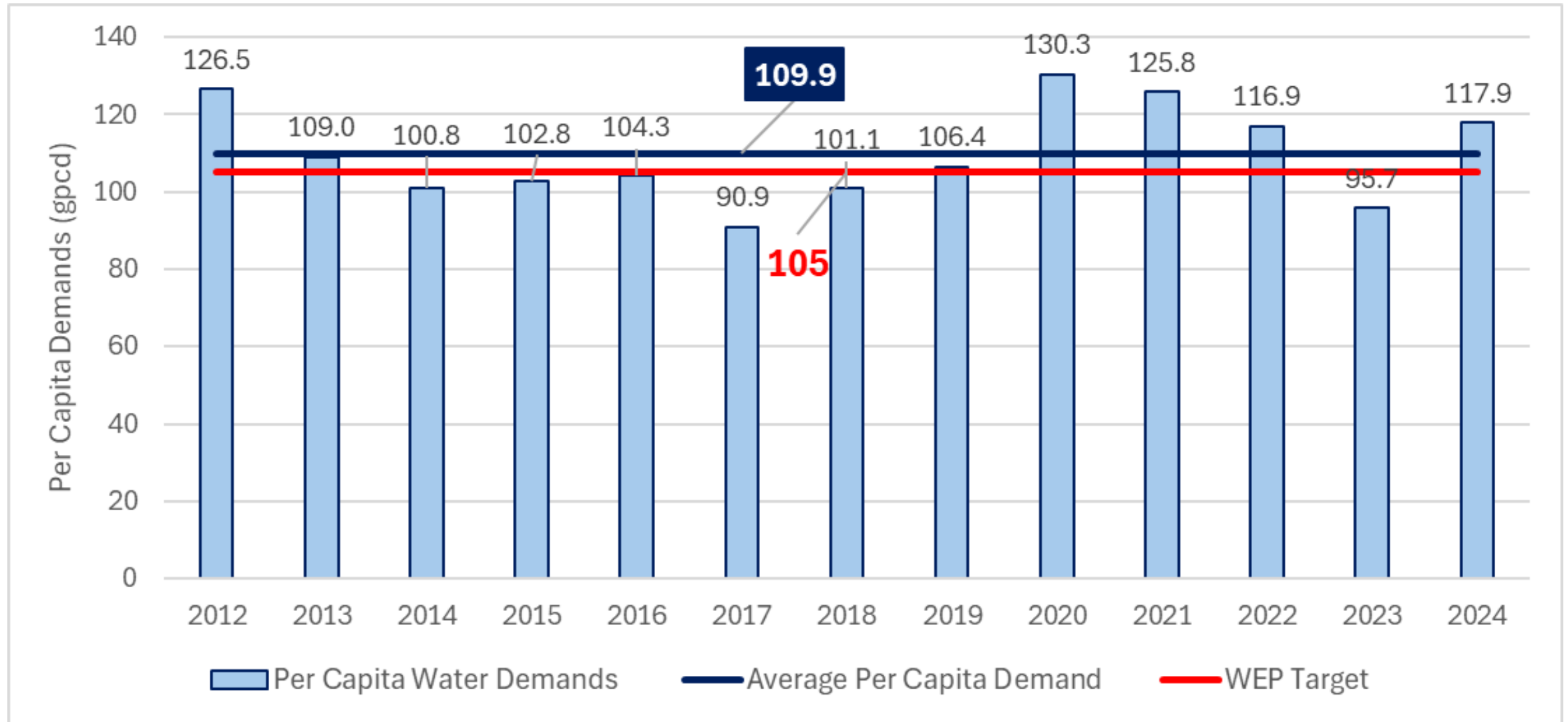
1. Water resiliency and sustainability
2. Healthy surrounding environment
3. Coordinated water stewardship
4. Quality of life
5. Management of costs

Water Efficiency Plan Goals

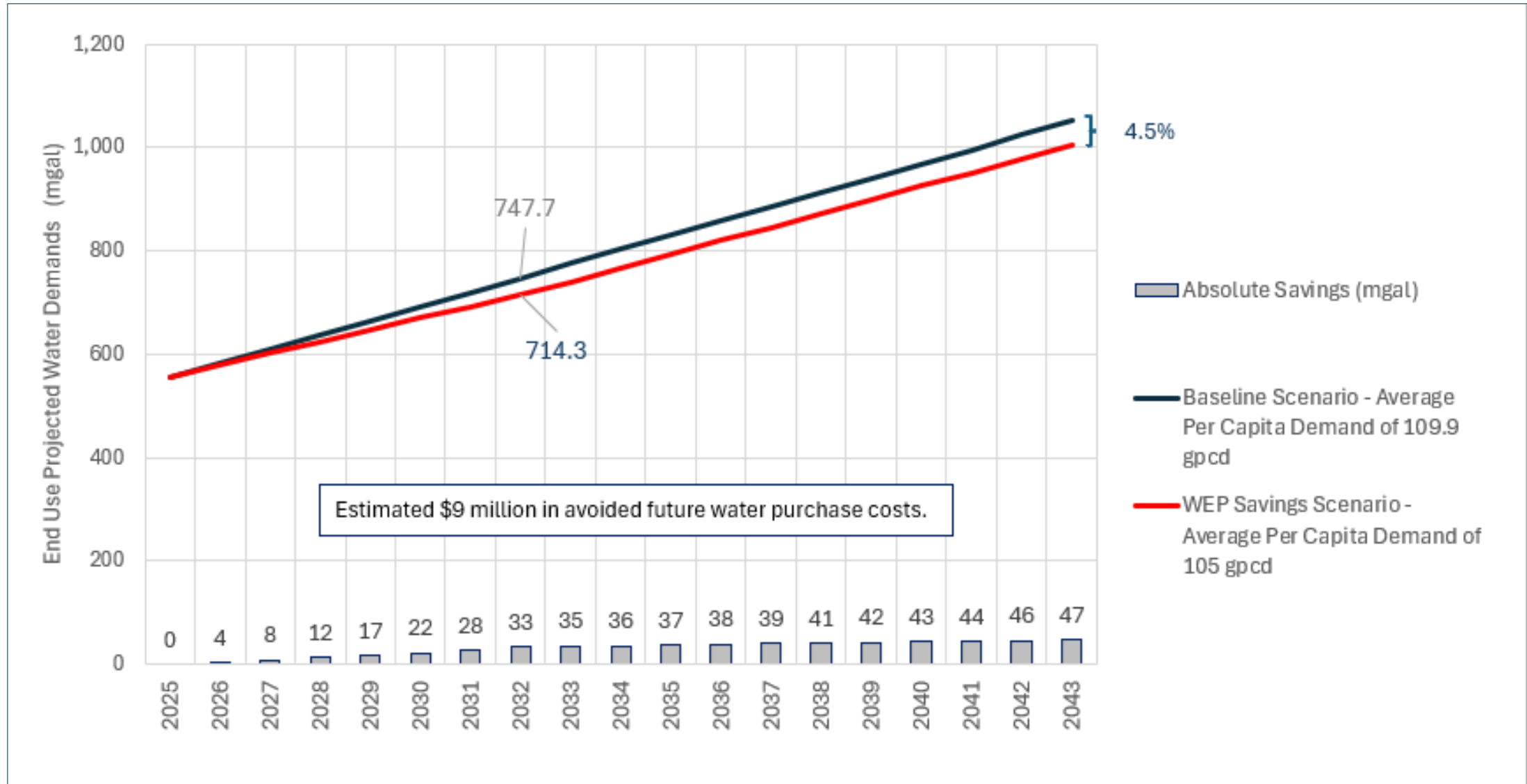


1. Per capita demand reduction
2. Peak day demand
3. Non-revenue water losses
4. Lead by example
5. Integrate water and land use planning
6. Expand public education and outreach program

Water Efficiency Plan Goals



Water Efficiency Plan Goals



Plan Development Process

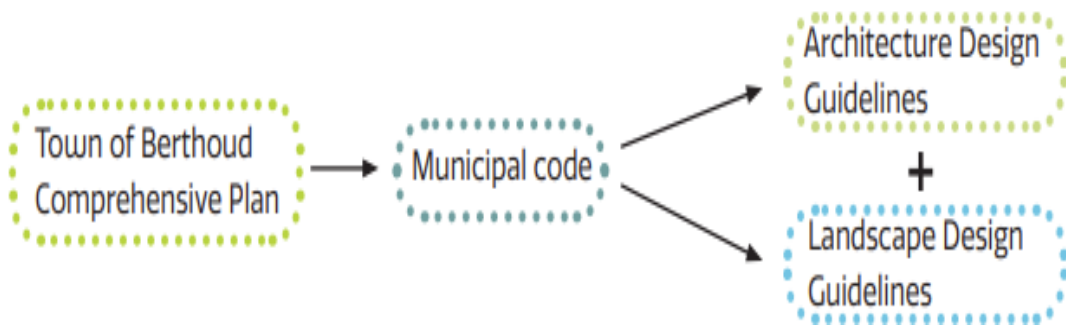
Three staff workshops that covered key components of Plan:

1. Propose, benefits, goals
2. Historical and projected water demands
3. Water efficiency activities
4. Implementation and monitoring

Staff Departments: Community Development, Utility Billing, Public Works, Community Engagement, Water Resources, and Town Leadership



Proactively Address New Development



Principles for Water and Land-Use Planning

1. Transition to climate-appropriate landscapes and water efficient turf varieties
2. Balance Town regulation with community autonomy
3. Promote community-wide engagement and collaboration
4. Foster multi-level, interdepartmental coordination

Focus on Outdoor Water Efficiency



1. Town best practices on Parks
2. Slow the Flow sprinkler consultations
3. Garden in a Box
4. Turf replacement program
5. Northern Water programs

Expand Public Outreach

Principles

1. Prioritize transparency and accountability
2. Clarify roles and responsibilities
3. Emphasize shared goals to leverage mutual benefits
4. Foster long-term engagement

Activities

- ✓ Communications plan
- ✓ Demonstration garden
- ✓ Monitor/outreach to high-volume water users
- ✓ Promote partner programs



Investing Towards Future Savings

Metering and Tracking



1. Install meters – pursuing AMI
2. Customer portal
3. Automatic notification
4. Additional outreach once customer portal and AMI online

Customer Portal



Next Steps to Finalize Berthoud's Plan



- Board Comments
- 60-Day Public and CWCB Review
- Board Approval
- CWCB Approval



Board of Trustees Information



Parks Department

Meeting Date:	July 14, 2026
Agenda Title/Subject:	Berthoud Arboretum Cost Reduction Update
Type of Item:	Regular Item
Purpose:	Review the Berthoud Arboretum project cost reductions and provide direction on the proposed project scope.
Presented by:	Keith Knoll

Attachments:

1. Berthoud Arboretum - VE Diagrams
2. Board Presentation - Berthoud Arboretum Update

Background:

At the May 26 Board of Trustees meeting, the Board directed staff to review project costs in order to reduce costs to make the project within budget and advise the board on the success of reduction and share what would be included and excluded. At the June 9 Board of Trustees meeting, the Board authorized staff to work with Golden Triangle Construction (GTC), the recommended contractor, and Wenk Associates, the project designer, to further refine the project scope and reduce overall project costs. The adjusted project costs shown below are not yet finalized but represent high-confidence estimates provided by GTC. Based on the Board's direction, staff would direct GTC to finalize the project scope, pricing, and lump-sum contract. Staff would then return to the Board at a future meeting with a final construction contract for consideration and approval to proceed with construction of the project.

The original low bid project total presented to the Board was **\$12,544,019.31**. This total project cost included Add/Deduct Alternative items.

1. Irrigation Turnout Structure - \$723,975.00
2. **Trail Paving Width decrease – (-\$362,281.00) Cost Reduction**
3. **Creek and Pond System – 827,766.00**
4. Parking Lot Paving – \$582,146.00

Staff recommends including only Alternates #2 and #3 in the project. The Irrigation Turnout Structure is not necessary at this time, as staff continues to pursue a regional pump station at Loveland Reservoir. Paving the parking lot is also not necessary for the project and can be removed from the project scope. With these recommendations, the adjusted project cost is **\$11,237,898.31**.

The project also includes water and sewer utility improvements totaling **\$975,392.95**. While these improvements are not integral to the Arboretum project, they will be completed

concurrently to improve construction efficiency. The utility improvements will be funded through the Town's Water and Wastewater Funds and are not part of the Arboretum project budget. Excluding these utility improvements, the adjusted Arboretum project cost is **\$10,262,505.36**.

The following are staff-recommended cost reductions that preserve the primary vision and functionality of the project:

Reduction in Play Equipment – \$197,030.00

Staff recommends removing the village play huts, musical play equipment, and beaver dam log jam from the project scope. The hillside slide, irrigation swing pivot, and turtle log climber would remain as the primary play features within the project.

Reduction in Site Furnishings – \$84,615.10

Staff recommends reducing the number of trash and recycling receptacles (6 each), benches (9), and picnic tables (3). These amenities can be phased in by staff at a later date if necessary.

Reduction in Structures – \$156,078.83

Staff recommends removing one lawn trellis, the arbor, and the gazebo from the event lawn area. One lawn trellis would remain in the project along with the event lawn pavilion, and the removed features could be added in a future phase if desired.

Stormwater Materials – \$129,249.28

Staff identified a cost savings opportunity by changing the stormwater pipe material from reinforced concrete pipe (RCP) to high-density polyethylene (HDPE) or polyvinyl chloride (PVC), where appropriate. This modification maintains project functionality while reducing overall construction costs.

Adjust Plantings – \$106,933.78

Staff recommends reducing the initial planting scope by phasing landscape improvements over multiple years whether by town staff, contractors, or volunteer projects. Wenk Associates will revise the planting plan so that deferred plantings can be added in future phases while maintaining the overall design intent. The project is still anticipated to include more than 600 tree plantings in the initial phase.

Trail Reduction – \$99,532.52

Staff reviewed the trail network and identified potential cost savings by reducing trail widths in select areas and deferring smaller trail segments that staff can install at a later date if needed. Concrete trail widths would continue to range from 6 to 10 feet, depending on the location within the project, with a 3-foot soft surface trail adjacent to most concrete trails. Soft surface trails would range from 3 to 4 feet in width.

Site Lighting Alteration - +\$6,772.22 (Increase cost)

Following additional review of the site lighting, staff recommends removing the majority of the bollard lighting, which primarily provides ambient lighting rather than safety lighting. The bollard lighting would be replaced with additional overhead light poles along the 10-foot-wide concrete trail to maintain appropriate illumination for pedestrian safety while reducing project costs.

Misc. Savings - \$475,922.81

- Utilizing the current parking infrastructure (lighting, drainage, staging area) - \$137,749.02
- Reduce area of gravel paving (tree nursery & parking lot) - \$111,282.90
- Remove flagstone paving from event area (add crusher fines) - \$17,884.89

- TOB supply wood mulch tree plantings - \$15,552.00
- Remove 2-year maintenance contract following construction - \$193,454.00

Total Staff Recommend Cost Reductions - \$1,242,590.10

Adjusted overall project cost including the above cost reductions - \$9,019,915.26

Additional Potential Cost Savings – TBD

- **Restroom Facility:** GTC and Wenk Associates are evaluating alternative restroom vendors that can provide a high-quality facility at a lower cost than the currently specified design.
- **Irrigation System Adjustments:** Additional savings are anticipated through modifications to the irrigation system that correspond with the proposed planting reductions. These savings will be finalized once the revised planting plan is complete.

Overall Project Budget

Staff recommends setting a project budget for \$9,500,000.00. Which includes complete construction of the arboretum, 5% contingency, and construction administration services allowance.

Update/Next Steps:

Following Board direction, staff would work with GTC to finalize the revised project scope, lump-sum contract amount, and construction contract. Staff would then return to the Board at a future meeting with a recommended contract for consideration and award.

Fiscal Impact and Fund Source:

60-09-5200.01 – Construction - \$8,500,000.00

60-03-5200.02 – Arboretum – Construction Admin - \$100,000.00

Community Touchstones:

The Berthoud Arboretum project will strengthen community identity by creating a unique public space that reflects the Town's character and natural environment. Through sustainable landscaping, tree preservation, and open space enhancements, the project promotes environmental stewardship, resiliency, and long-term community benefit.

Recommended Action(s):

Provide direction on the proposed project cost reductions and authorize staff to finalize a revised construction contract with Golden Triangle Construction (GTC) for future Board consideration.



Legend

- ① Parking Lot
- ② Event Lawn and Demonstration Garden
- ③ Irrigation Relic/Crop Circle
- ④ Tree Nursery
- ⑤ Water Wise Garden
- ⑥ Embankment Slide
- ⑦ Picnic Tables
- ⑧ Waggener Creek
- ⑨ Nature Play
- ⑩ Pond
- ⑪ Southwest Entry/Monument Signage
- ⑫ Waggener Farm Park and Arboretum Vehicular Entrance
- ⑬ Restroom
- ⑭ Shade Shelter
- ⑮ Trellis for Vine Growth
- ⑯ Gazebo
- ⑰ BEET House (Relocated Historic Structure)

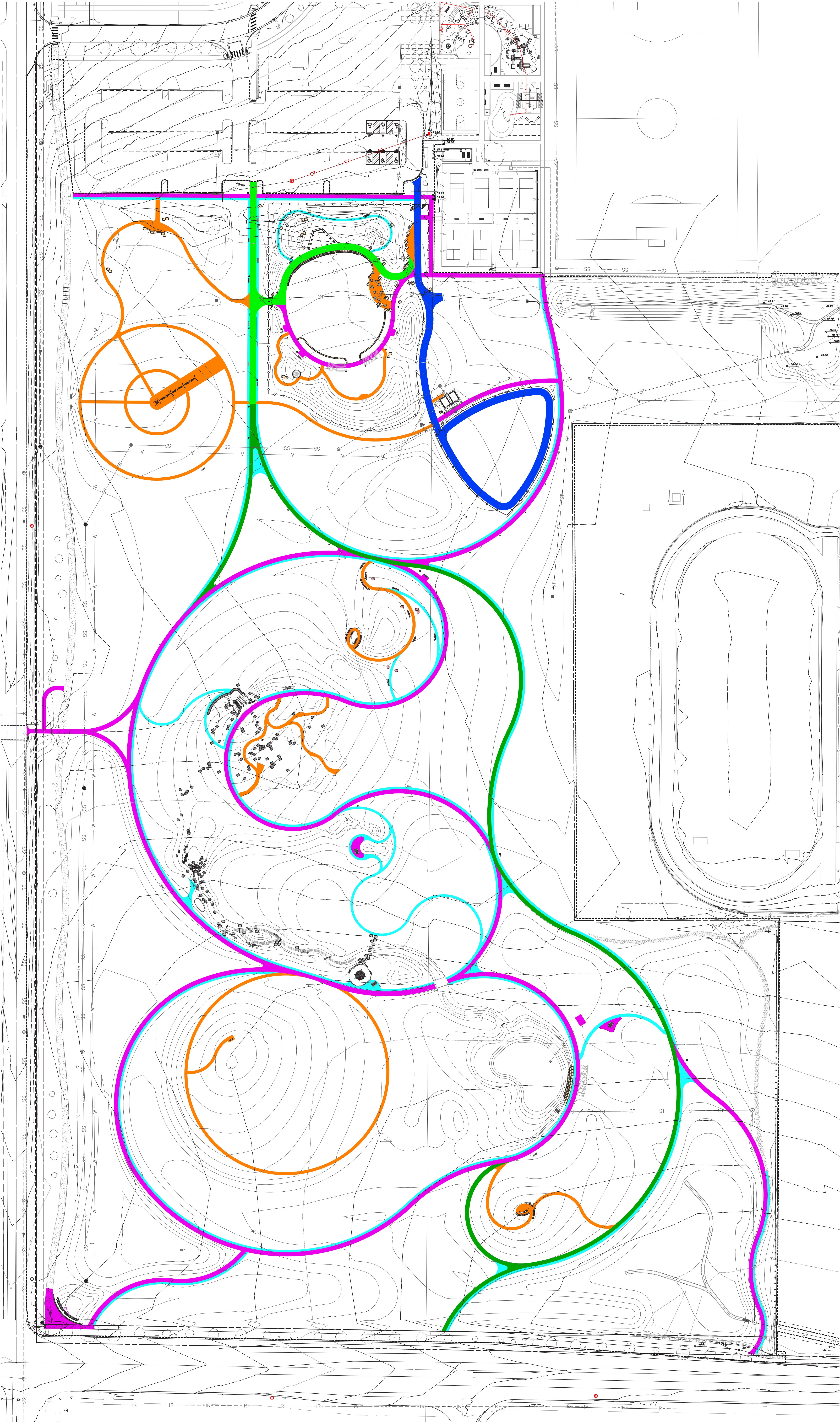
Berthoud Arboretum at Waggener Farm Park - 100 CD



TRAILS

Legend

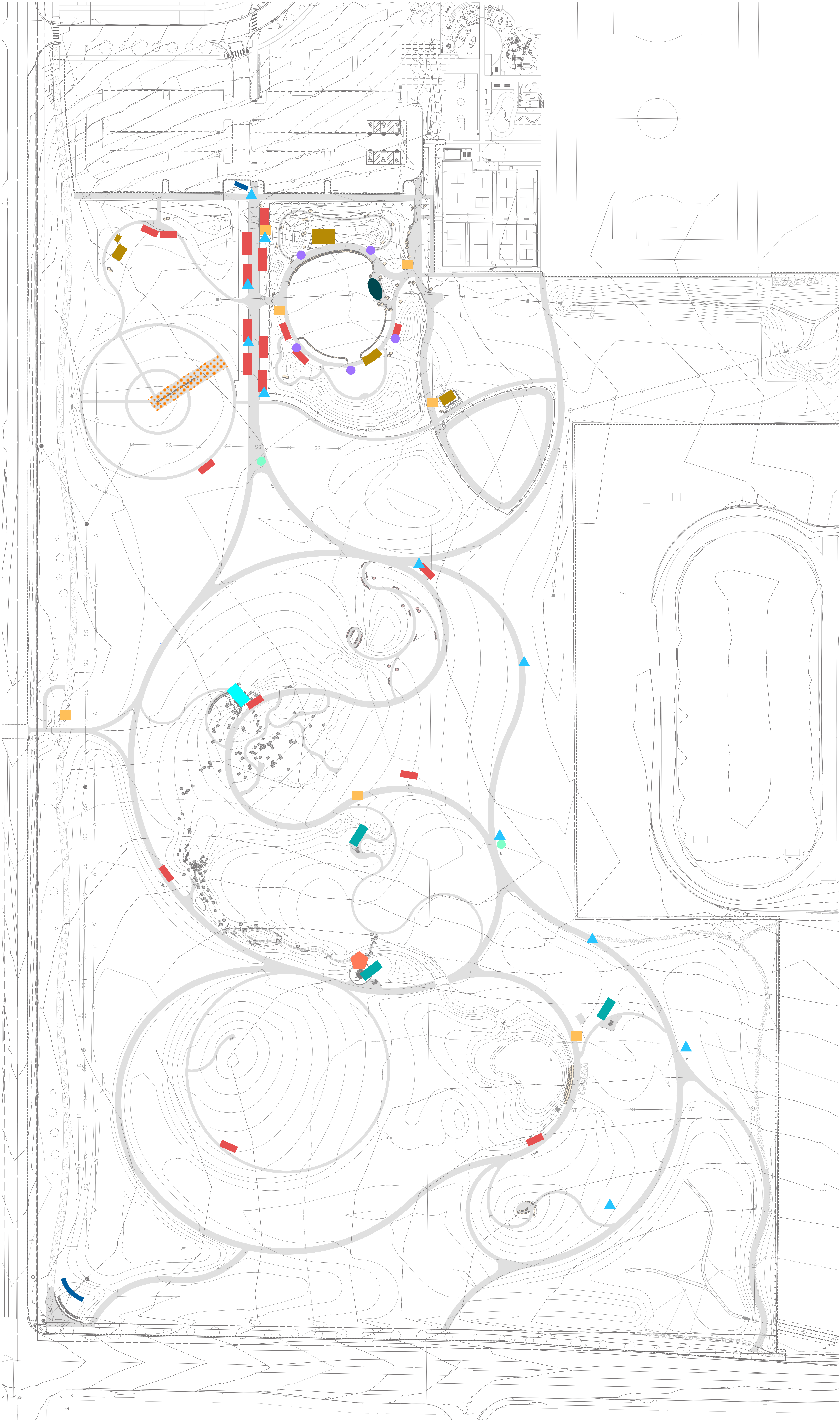
- Proposed 6' Pedestrian, Conc.
- Proposed 6' Vehicular, Conc.
- Proposed 10' Vehicular, Reinf.
- Proposed 3' Crusher Fines
- Proposed 4' Crusher Fines
- Proposed 10' Stabilized Vehicular Trail



LIGHTING & FURNISHING

Legend

- ▲ Pole light, proposed
- Bollard light, proposed
- Bench
- Trash & Recycling
- Dog Waste Station
- Picnic Table
- Entry Sign
- Play Feature
- Structures
- Cafe Tables (10)
- Hillside Slide
- Irrigation Pivot Swing





Berthoud Arboretum at Waggener Farm Park

Keith Knoll, Public Works Operations Manager



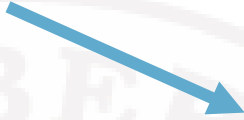
Location



PORT Planning Process



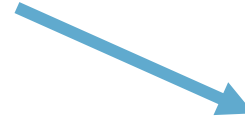
PORT Inventory



Conceptual Design



Design Development



Property Construction

Cost Reduction Overview

Item	Deduction	Updated Project Cost
Low Bid Project Cost	-	\$ 12,544,019.31
Add/Deduc Alternative	\$ (1,306,121.00)	\$ 11,237,898.31
Water/WW Improvements*	\$ (975,392.95)	\$ 10,262,505.36
Reduction in Play Equipment	\$ (197,030.00)	\$ 10,065,475.36
Reduction in Site Furnishings	\$ (84,615.10)	\$ 9,980,860.26
Reduction in Structures	\$ (156,078.83)	\$ 9,824,781.43
Stormwater Materials	\$ (129,249.28)	\$ 9,695,532.15
Adjust Plantings	\$ (106,933.78)	\$ 9,588,598.37
Trail Reduction	\$ (99,532.52)	\$ 9,489,065.85
Site Lighting Alteration	\$ 6,772.22	\$ 9,495,838.07
Misc. Reductions	\$ (475,922.81)	\$ 9,019,915.26

+ 5% Contingency and
Construction Administrative
Services.

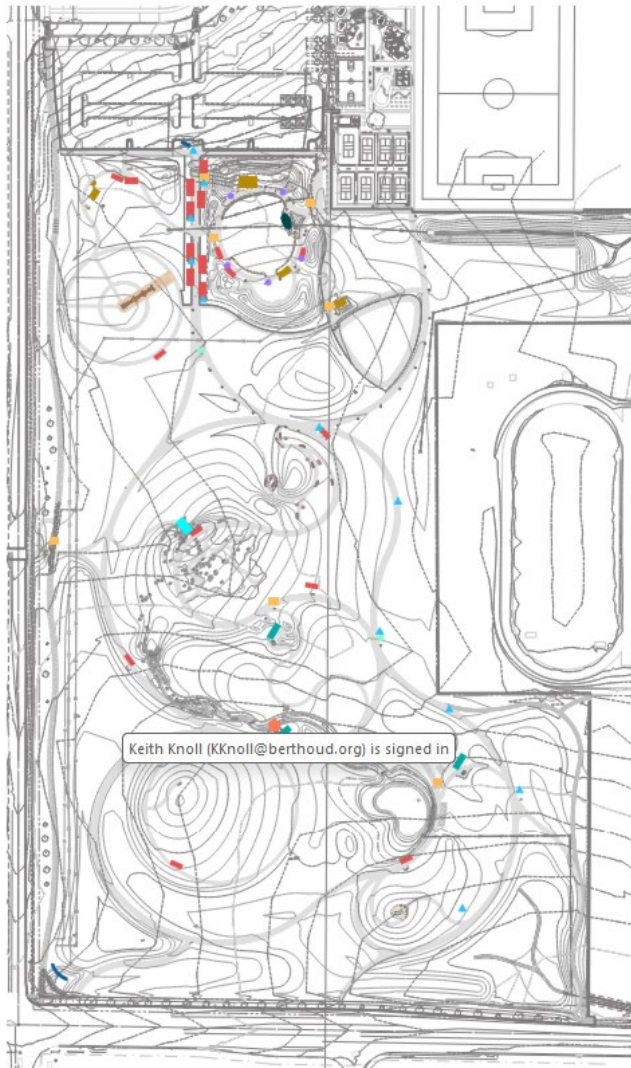
***To Be Funded Through Water/Wastewater**

Recommended Budget

\$9.5 M

Legend

- ▲ Pole light, proposed
- Bollard light, proposed
- Bench
- Trash & Recycling
- Dog Waste Station
- Picnic Table
- Entry Sign
- Play Feature
- Structures
- Cafe Tables (10)
- Hillside Slide
- Irrigation Pivot Swing



Legend

- Proposed 6' Pedestrian, Conc.
- Proposed 10' Vehicular, Conc.
- Proposed 10' Vehicular, Reinf.
- Proposed 3' Crusher Fines
- Proposed 4' Crusher Fines
- Proposed 10' Stabilized Vehicular Trail



Board of Trustees Feedback



Provide direction on the proposed project cost reductions and authorize staff to finalize a revised construction contract with Golden Triangle Construction (GTC) for future Board consideration.

TOWN TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	July 14, 2026
Agenda Title/Subject:	Mountain Vista Park (MVP) Cost Reduction and Financing
Type of Item:	Regular Item
Purpose:	Direct staff regarding cost reduction and financing steps for MVP
Presented by:	Chris Kirk, Town Administrator

ATTACHMENTS:

- MVP Phase 1 Diagram with Parking Reduction
- Rough Order of Magnitude Cost and Reduction Log
- Parks Capital Project Financial Estimates

PURPOSE:

The purpose of this agenda item is to provide the Board of Trustees with a status update on Mountain Vista Park Phase 1, including current construction cost estimates, the resulting budget gap, potential scope reduction options, and anticipated impacts to the project schedule and financing. Following the presentation and discussion, staff will ask the Board to vote on recommended cost reductions and direct staff to pursue the next steps in financing the project.

BACKGROUND:

The Town began formal design work for Mountain Vista Park in 2022. At that time, the estimated project budget from staff was approximately \$32 million. As design progressed, the project cost increased substantially.

At approximately 30% design, the architect estimated the project cost to be approximately \$45 million. In response, Town staff made modifications to the project with the goal of reducing the estimated cost to at least \$36 million while preserving the list of amenities originally identified in the 2018 Parks Master Plan.

At approximately 60% design, the Town retained a contractor to provide an independent cost estimate. That contractor estimated the project cost at approximately \$90 million for the entire park design. This estimate made it clear that the project was not financially viable within the Town's available resources. In response, staff, the design team, and the PORT Committee and Board moved toward a phased project approach and initiated additional reductions in scope.

The phasing plan and overall design went through several iterations following the 60% design estimate. The current Phase 1, which is 100% designed, includes a large outdoor aquatics facility and a four-field baseball/softball complex. The major amenities include:

- An 8-lane outdoor lap pool with a zero-entry area and two diving boards;
- A large aquatic play structure with water slides;
- A lazy river;
- A large slide tower with three water slides;
- Support buildings and related aquatics amenities;
- Four natural grass baseball/softball fields;
- Field lighting;
- Parking; and
- Associated site, utility, access, and infrastructure improvements.

In January 2026, the Town solicited proposals from interested contractors using a substantially complete design plan set. At the time of solicitation, the plans for the Phase 1 ball fields and site amenities were nearly 100% complete. The pool design was approximately 60% complete because of a year's long design review process with the Town Board and PORT Committee to decide on the overall scope and location of the pool. As part of that solicitation process, contractors were asked to provide an Opinion of Probable Cost (OPC) for Phase 1. The contractor ultimately selected by the Town estimated Phase 1 at approximately \$42 million and identified additional value engineering savings that might be available with design modifications. Based on that information, staff believed there was a reasonable path to bring the project near the Town's estimated construction budget of \$38 million.

Since that time, staff, the design team, and the contractor have continued working through final plans for the pool, some constructability issues, pricing assumptions, and potential value engineering options. Unfortunately, after finalizing the plans and completing additional pricing review, including receiving 100's of bids from subcontractors, the estimated construction cost of the full Phase 1 project design increased to approximately \$48 million.

This left the Town with a significant gap between the available construction budget originally identified in 2024, and the cost of the project as currently designed in 2026. As result, several design changes and cost reduction options have been identified. The value engineering log is attached for reference and will be presented and discussed at the upcoming Board meeting.

In summary, Town staff and the contractor have identified a list of modifications to the park that are expected to be largely invisible to the future visiting public, including items such as:

- Reducing landscaping in strategic locations
- Reserving some parking areas for future expansion
- Changing surface and building finishes
- Selecting alternative site furnishings or equipment
- Eliminating the concessions at the ball fields with the expected need being filled by temporary stands or food trucks.
- Other similar aesthetic changes that will still deliver a beautiful and long-lasting project, but in a simpler and less expensive way.

In addition to these less visible changes, staff believes that other scope reductions and alternatives should be accepted in order to reduce the project cost. These reductions include items such as:

- Removing shade structures in strategic locations

- Removing field lighting from two of the four ball fields
- Removing one slide from the slide tower, leaving larger two slides in the project

Staff would like to suggest that the two larger fields have artificial turf infields installed. Turf will increase playability and flexibility for those two fields.

In total, staff believes that the reductions in cost could bring the total projected project construction cost to approximately \$43.5 Million, inclusive of contingency and soft costs.

For budgeting context, a reasonable construction-cost escalation since mid-2025 is approximately 7%, using cost data from CDOT, the Bureau of Labor Statistics, and other publicly available sources. This would put a \$38 Million project in mid-2025 at a rough cost of \$40.67 Million today. While inflation cannot fully explain the current project cost, it does indicate a sense of urgency in moving this project forward if the Town Board intends to complete it in the coming years. For instance, assuming another 7% increase in construction cost between now and July 2027, the same \$43.5 Million project could climb to \$46.5 Million. This would be generally consistent with the construction cost trends we have seen since the pandemic.

In addition to the cost implications of the project, the current schedule and the significant lead times needed for acquisition of some major equipment, have made it effectively impossible to open a pool to the public in 2027. Even with a quick decision of the Town Board, additional time will be needed to revise the plans to reflect identified cost savings options and to initiate construction. This will push this project into a late 2027 or early 2028 completion date.

Staff recognizes the significance of missing the 2027 aquatics season. However, proceeding with a project that is not aligned with the Town's available budget would create greater long-term risk than acknowledging the delay now and making a controlled scope decision.

OPTIONS:

Staff believes the following options should be considered by the Town Board.

Option 1: Preserve the Full Phase 1 Scope by Increasing the Budget

Under this option, the Town would proceed with the full Phase 1 scope as currently designed, including the lap pool, aquatic play structure, lazy river, slide tower, support buildings, four baseball/softball fields, lighting, parking, and related infrastructure.

This option would require the Board to identify additional funding for the project. Staff DOES NOT recommend this option. The primary concern is that the Town would need to fund approximately \$10 Million in additional construction costs. This would require a significant, and unreasonable, drawdown of Town reserves.

Option 2: Reduce the Phase 1 Scope to Fit the Available Budget

Under this option, the Board would direct staff to remove or defer major amenities from Phase 1 in order to bring the project closer to the current construction budget as outlined above. Staff DOES recommend this option. This option keeps the project moving forward to avoid potential inflationary increases. It also keeps our current allocated funds from having to further draw down reserves, leaving larger reserves for other projects. Unfortunately, it does require the postponement of at least one significant amenity (e.g. the slide tower) but preserves the majority of the important scope of the

project.

Option 3: Reconsider the Phasing and the Total Scope

Under this option, the Town would direct staff to work with the design team and contractor to further rephase, redesign, or rebid the project. Staff DOES NOT recommend this option. In addition to being expensive and time consuming in the short-term, this option reduces long-term impact and creates more uncertainty. The significant time spent with the public, the Town Board, and committees, to get the project to this point would be partly wasted by repackaging the project. Further delays create budget uncertainty as well.

FISCAL IMPLICATIONS:

The original project budget included cash funding from several Town funds, as well as the \$28 Million Certificates of Participation (COP) issuance previously discussed. Staff believes that the COP issuance is still the appropriate method of financing for the project and that the \$28 Million financing is still well within the Town's financial capacity.

The difference in cost between the original \$38.5 Million budget and the \$43.5 Million budget will need to be made up with additional Town funds. Three of the proposed funding sources not originally included in the budget are the Water Improvements Fund, the Road Impact Fund, and the Public Facilities Impact Fund. These three funds are made up of payments by new development to mitigate growth's impact to the Town's water infrastructure capacity, roadway system, and public facilities respectively.

Part of the park construction includes major water infrastructure upgrades necessary to serve other areas of Town. Money is budgeted in 2026 for these improvements in the water fund and the \$1.2 Million in water funding will help offset the increased cost of the project. In addition to water expansion, Berthoud Parkway will need to be partially widened to accommodate additional traffic from this project and surrounding growth. A portion of the road impact funds will be used for this part of the project. Lastly, the new aquatics facility includes full-time offices for our aquatics and recreation team. The public facilities impact funds will offset this cost.

In addition to the three new impact fee sources, additional funding will be needed from the Town's General Fund, Park Development Fund, and the Town's 2019 1% Fund reserves. These fund reserves are primarily being saved for capital projects and the additional funds given to this project will not have a negative impact on the Town's ability to operate. Even with additional funds given to this project, and the Arboretum project, the Town's General Fund will still end with a balance nearly four times the Government Finance Officers Association recommended minimum ending balance.

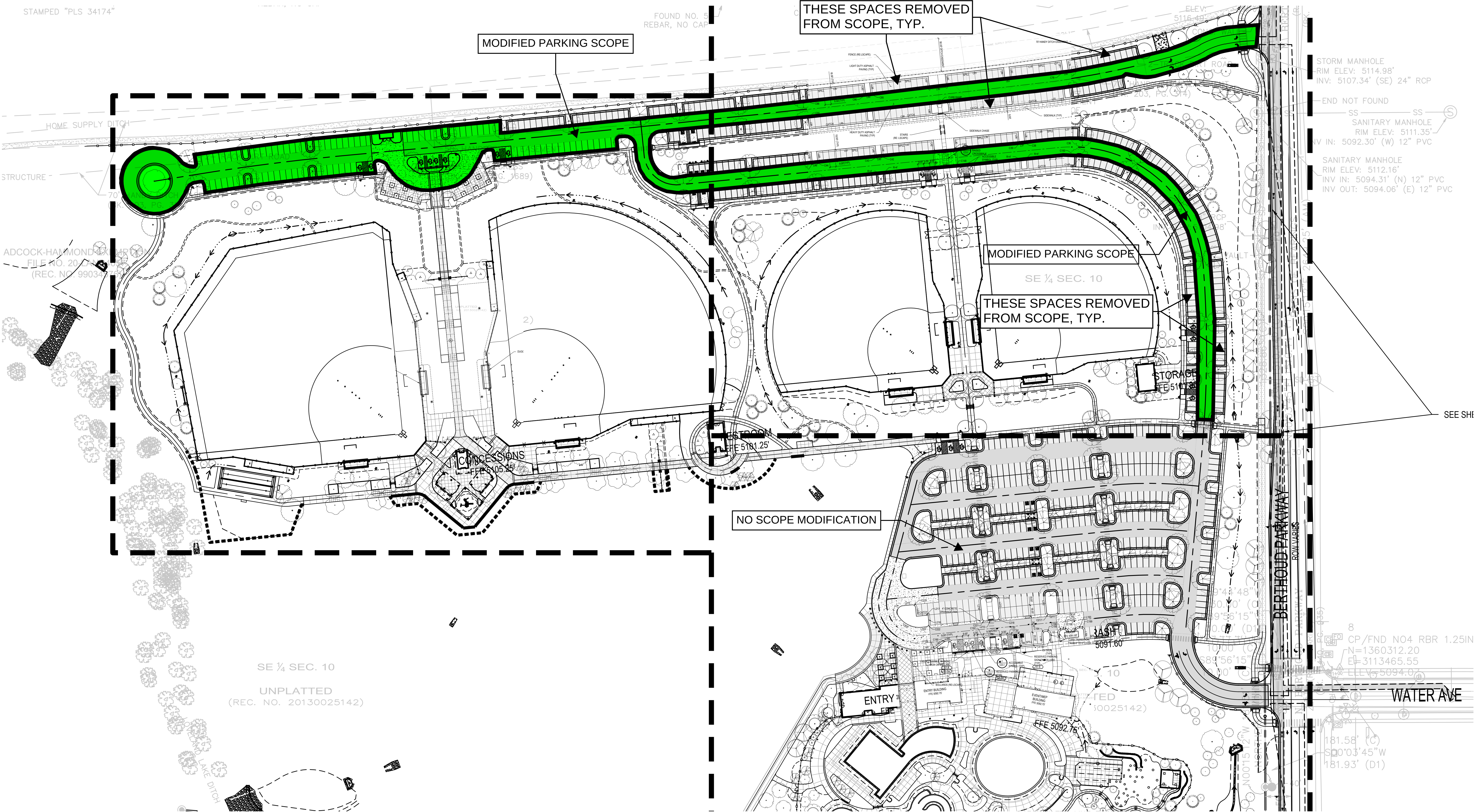
A summary sheet is attached to this memo to help explain the increases in costs and funding. This will be presented in more detail at the Board meeting.

STAFF RECOMMENDATION:

Staff recommends that the Board accept the reductions in Phase 1 scope as outlined, including removal of one slide from the project and lighting only 2 of the 4 ball fields. Staff also recommends adding artificial turf infields to the 2 largest ball fields.

Staff further recommends the following approach:

- Formally establish the maximum available construction budget for Phase 1 at \$43.5 Million (including contingencies and soft costs), increasing the current budget for the project from \$38.5 Million;
- Direct Staff to prepare a design contract with DTJ Design for revisions to the construction plans for approval on June 28, 2026, or as soon thereafter as is reasonable;
- Direct Staff to prepare a construction contract with ECI Site Construction for approval on June 28, 2026, or as soon thereafter as is reasonable;
- Direct staff to prepare the resolution necessary to formally authorize the issuance of Certificates of Participation, to be considered for approval on June 28, 2026, or as soon thereafter as is reasonable.



Mountain Vista Park VE/Scope Reduction Trend Log

		5% Contingency	Total w/contingency
Current Estimate Total	\$47,185,692.96	\$2,359,284.65	\$49,544,977.61
Average of Total VE Selections	-\$5,911,636.33		
Adjusted Estimate	\$41,274,056.63	\$2,063,702.83	\$43,337,759.46

Target Budget Value Engineering Options

Item #	Description		High Range	Low Range	Add/Deduct	Clarifications
	Selected					
1	Earthwork - Export Material	Selected	\$ (100,000.00)	\$ (50,000.00)	Deduct	Leave Export material on-site
2	Remove Synthetic Turf Install Detailing at all Ball Fields	Selected	\$ (2,000,000.00)	\$ (1,250,000.00)	Deduct	Delete Underdrain and Subgrade preparation for Synthetic Turf Fields
3	Concrete Type 1 Reduction	Selected	\$ (150,000.00)	\$ (100,000.00)	Deduct	Reduce 25% Type 1 Concrete Paving
4	Concrete Type 2,3,4 Finish and Color Change	Selected	\$ (65,000.00)	\$ (50,000.00)	Deduct	Change Colored Concrete to Standard Grey
5	Curb and Gutter at parking lots, size adjustment	Selected	\$ (60,000.00)	\$ (50,000.00)	Deduct	Change 30" C&G to 24" C&G
6	Landscape Planting quantity adjustment	Selected	\$ (175,000.00)	\$ (150,000.00)	Deduct	Reduce Planting Quantity by 25%
7	Remove Rock Mulch Areas	Selected	\$ (50,000.00)	\$ (20,000.00)	Deduct	Reduce by 25%, Replace with Native Seed
8	Remove Concession Building	Selected	\$ (400,000.00)	\$ (350,000.00)	Deduct	Remove Concessions building and utility conenctions replace with plaza or planting zone
9	Remove Irrigation Pump System	Selected	\$ (646,012.59)	\$ (516,810.07)	Deduct	Regional non-pot system to follow
10	Remove 1 of 2 Trash Enclosures	Selected	\$ (30,000.00)	\$ (20,000.00)	Deduct	Defer Additional Trash Enclosure to Future Phase
11	Remove Storage Shed	Selected	\$ (300,000.00)	\$ (250,000.00)	Deduct	Remove entirely from Project and all associated sitework and utility connections associated
12	Utility - Storm Drainage Modifications	Selected	\$ (600,000.00)	\$ (500,000.00)	Deduct	Reduction of Storm Drainage Piping System 25% target - Does not include Syn. Turf Underdrain carried in item 2 above
13	Remove Landscape Curbing & Mow bands	Selected	\$ (200,000.00)	\$ (80,000.00)	Deduct	Remove 75% of Concrete landscape curbing and 100% of gravel mowbands and steel edger
14	Remove (2) Themed Ranch Gate Entries at Ballfield	Selected	\$ (150,000.00)	\$ (120,000.00)	Deduct	Remove Structure, gate, fences, and 80% of landscape/planting panels at these (2)locations
15	Site Amenities Value Engineering	Selected	\$ (100,000.00)	\$ (50,000.00)	Deduct	Alternate vendors/manufacturers, quantity reductions
16	Waterpark Plaza Concrete Finish change (Type 1,2,3 Only)	Selected	\$ (250,000.00)	\$ (200,000.00)	Deduct	Change all concrete to Standard Grey
17	Architecture Design Changes/Reductions	Selected	\$ (700,000.00)	\$ (350,000.00)	Deduct	Target 10% to 20% Reduction by changing finishes, fixtures, and scope at Ballfield Restroom and Pool Entry Building
18	EV Charging Stations - Reduced Qty and Conduit only	Selected	\$ (50,000.00)	\$ (35,000.00)	Deduct	Defer some EV Charging Stations to future phase to the extent that code will allow
19	Remove Cabanas From Aquatics Center	Selected	\$ (207,000.00)	\$ (207,000.00)	Deduct	Remove Cabanas from Aquatics Center and Electrical Charging Stations that go with them, Keep conduit runs
20	Remove Baseball Shade Structures for future phase	Selected	\$ (250,000.00)	\$ (175,000.00)	Deduct	Remove all Shade Structures over bleachers at all ballfields and reserve for future improvements.
21	Reduce Ballfield Bulpens	Selected	\$ (20,000.00)	\$ (5,000.00)	Deduct	Remove all curbing, underdrain, and fencing. Keep all as short backstop fence panel with pitching rubber and catcher homeplate
22	Investigate Alternate Backstop Netting Options	Selected	\$ (100,000.00)	\$ (50,000.00)	Deduct	Identify less expensive netting system
23	IWF/Splashpad Concrete Pad Color/Finish change (Type 4)	Selected	\$ (75,000.00)	\$ (40,000.00)	Deduct	Change from Sand Finish to plain grey
24	Parking Lot - Eliminate some parking North Lot and Middle Lot	Selected	\$ (700,000.00)	\$ (400,000.00)	Deduct	Target 7000 SY reduction
25	IWF feature reduction	Selected	\$ (250,000.00)	\$ (100,000.00)	Deduct	Target reduction in features
26	Slide Option 1: Remove 1 Slide Flume and convert to prefab tower	Pending	\$ (250,000.00)	\$ (150,000.00)	Deduct	Remove associated pumps and infrastructure
27	Reserve Sports field Lighting for 2 fields and reserve for future phase	Pending	\$ (500,000.00)	\$ (400,000.00)	Deduct	Provide Electrical stubs and pole footings for future retrofit (2 Softball)
	Subtotal Reductions		\$ (8,378,012.59)	\$ (5,668,810.07)		

Item #	Description		High Range	Low Range	Add/Deduct	Clarifications
1	Synthetic Turf Infield at Field 3	Pending	\$ 542,250.00	\$ 398,000.00	Add	36147 SF- \$11/SF Low, \$15/SF High
2	Synthetic Turf Infield at Field 4	Pending	\$ 552,000.00	\$ 405,000.00	Add	36805 SF- \$11/SF Low, \$15/SF High
3	Sod in Lieu of Seed at Fields 3 & 4 Outfields	Pending	\$ 201,300.00	\$ 125,000.00	Add	122,000 SF @ \$1.65/SF
	Subtotal Additions		\$ 1,295,550.00	\$ 928,000.00		
	Average Range					
	Subtotal Reductions	\$ (7,023,411.33)	\$ (8,378,012.59)	\$ (5,668,810.07)		
	Subtotal Additions	\$ 1,111,775.00	\$ 1,295,550.00	\$ 928,000.00		
	Total Budget Adjustment	\$ (5,911,636.33)				

Transfers to Capital Fund 2026 - Shaded Cells Represent Additions Beyond 2026 Budget										
	GF	Water	Road Impact	Public Facilities	MM7	Park Dev	1998 1%	2019 1%	Financing	TOTAL
Richardson	\$ 5,500,000.00	\$ 1,250,000.00	\$750,000	\$750,000	\$ 1,000,000.00	\$ 750,000.00	\$ 1,000,000.00	\$ 4,500,000.00	\$ 28,000,000.00	\$ 43,500,000.00
Arboretum	\$ 1,000,000.00	\$ 1,000,000.00	\$ -		\$ -	\$ 1,500,000.00	\$ 2,500,000.00	\$ 3,500,000.00	\$ -	\$ 9,500,000.00

Ongoing Revenue for Park Development (starting 2027) - Annual 3.5% escalation										
	GF				MM7	Park Dev	1998 1%	2019 1%	COP	TOTAL
	\$ 750,000.00				\$ 150,000.00	\$ 450,000.00	\$ 900,000.00	\$ 1,000,000.00	\$ -	\$ 3,250,000.00

Town Budget Ending Fund Balances - NO REDUCTION TO CURRENT EXPENSES		
	CURRENT 2026	CHANGED 2026
General Fund	\$ 12,040,438.00	\$ 11,540,438.00
Water	\$ 17,403,371.00	\$ 15,203,371.00
Road Impact	\$ 2,618,925.00	\$ 1,868,925.00
Public Facilities	\$ 2,856,051.00	\$ 2,106,051.00
MM7	\$ 95,546.00	\$ 95,546.00
Park Development	\$ 528,276.00	\$ 278,276.00
1998 1% Fund	\$ 780,532.00	\$ 780,532.00
2019 1% Fund	\$ 3,343,217.00	\$ 1,343,217.00

Draft Budget Includes:

- ☑ COP Payment in 2019 1% Fund for 25 years with increasing payments
- ☑ Continued \$300,000 Reserved Annually for Open Space
- ☑ Continued funds for Road and Sidewalk Improvements
- ☑ Increased Revenue and Operating Expenses for Richardson

Added

\$ 500,000.00	2026 Budget is \$5,000,000
\$ 2,200,000.00	2026 Budget is \$0
\$ 750,000.00	2026 Budget is \$0
\$ 750,000.00	2026 Budget is \$0
\$ 250,000.00	2026 Budget is \$500,000
\$ 2,000,000.00	2026 Budget is \$2,500,000
\$ 6,450,000.00	

Board of Trustees Information

Community Development Department



Meeting Date:	July 14, 2026
Agenda Title/Subject:	Proposition 123 — Town of Berthoud 3-Year Commitment Update
Type of Item:	Regular Item
Purpose:	Provide information regarding outcomes experienced toward housing diversity through the Town's commitment to the first three years of Proposition 123.
Presented by:	Anne Johnson

Attachments:

1. Compliance Calculator Berthoud
2. Town of Berthoud Full Compliance Confirmation Letter 7.2.26.docx signed

Background:

In 2022, Colorado voters approved the concept of, and by doing so established the State Affordable Housing Fund (Proposition 123). The objective of Proposition 123 is to provide funds to local communities and counties to increase the availability of affordable housing by 3% annually (9% over the course of three years).

The Town of Berthoud “opted in” to Proposition on October 10, 2023, pledging to support a variety of housing products inclusive of affordable housing products. There is no financial commitment, nor was there a penalty imposed to Berthoud if the Baseline goal was not met after the first three years. By opting in, the Town furthered support to local non-profit housing provider Habitat for Humanity so that they have the opportunity to apply for funding open to their organization. Other non-profit organizations are eligible; however, Habitat for Humanity is the only one who is actively engaged in Berthoud.

Berthoud’s first baseline established by the State in October, 2023 was approximately 20 affordable housing units each year over the commitment period, resulting in a total of 59 units. These housing units were required to come in at or below the Baseline value for ownership and rental units.

In August 2025, the State provided the Town with an updated and sliding calculator dependent upon the number of bedrooms in a housing unit. The change allowed the Town to count additional units and the result is that the Town’s naturally occurring affordable housing units (new construction, no deed restrictions) exceeded the total number required for compliance with Proposition 123. Through naturally occurring affordable housing units, the Town was able to meet our Proposition 123 commitment with 174 building units which meet the sliding scale.

Due to the Town's commitment to Proposition 123, the Town was able to apply for several grants which resulted in the development of a Housing Diversity Steering Committee and community engagement surrounding housing diversity. A summary of the grants received, work produced and engagement is listed below:

- Late 2023: The Town was awarded a DOLA More Housing Now Grant (\$100,460) with local match requirements (\$25,115). The expected deliverables from the Housing Diversity Steering Committee included the development of the state-mandated Housing Needs Assessment/Housing Diversity Plan. The Steering Committee was composed of all the Planning Commissioners, two Trustees, the Thompson School District, Habitat for Humanity, and the Loveland Housing Authority. The Steering Committee met for nearly one year to develop findings, engage the community, and create an Action Plan. The Action Plan is presented every year to illustrate how the Town is implementing the goals found within the Plan. The Town Trustees adopted the Housing Diversity Plan by Resolution 07 (2025) on April 22, 2025. The adopted plan can be found on the Planning Website.
- May 27, 2025: The Town received a grant from the DOLA Local Planning Capacity program in the amount of \$41,600 with a local match of \$10,400. The direction of this grant was to deploy the Action Plan found in the Housing Diversity Plan listed below:
 - Develop a Fast Track guidebook for developments which include more than 50% attainable housing product. The Guidebook is currently on the Planning website.
 - Develop process flow diagrams to illustrate the difference between the standard land development, building and engineering processes compared to those of the Fast Track process. The process flow diagrams are on the Planning Website as is an animated video which provides narrative to the static workflows.
 - Review of opportunities regarding land and water banking was completed and presented to the Town Board on May 12, 2026.
- Fall 2024 through October, 2025: Town staff met with the development and building community to identify improvements to be made to the Town's development review process to encourage diverse housing. The re-write of the Land Use Code is the result of many meetings and feedback from the Planning Commission, the Town Board and the development/housing community.
- Summer, 2025: The Town is meeting with local builders and developers who have expertise in housing diversity. The intent of the local housing consortium is to share information and collaborate. The consortium meets 3-4 times each year.
- July 8, 2025: The Town Trustees expand Ordinance 847 via Ordinance 1355, further supporting the development of attainable housing in the Town of Berthoud.
- May 15, 2026: Due to the work performed toward meeting the Proposition 123 commitment, work deployed through the More Housing Now grant action plan, and the work delivered in the Local Planning Capacity grant, the Town was awarded a \$50,000 no-match grant to be used to assist a local non-profit housing developer, Habitat for Humanity. The Town Trustees approved staff's approach to the allocation on April 14, 2026. These funds need to be expended prior to August, 2027. Town and Habitat for Humanity staff have met to review the criteria and to commence the expenditures efficiently.
- July 2, 2026: Town receives notice of compliance with the State of Colorado's Proposition 123 for the first three-year cycle.
- July 9, 2026: A recap of progress was made to the Planning Commission.

Update/Next Steps:

Of the 585 residential building permits processed from October, 2023 through May, 2026, 173

meet the Town's commitment to the first three years of Proposition 123. This number illustrates that 29% of the residential building permits issued in Berthoud meet the affordability index provided by the State of Colorado.

Staff submitted the number of naturally occurring affordable units (new construction) to the State's Proposition 123 portal and the State accepted the Town's submittal as evidenced by the attached document. The Town has provided information to the State about the ability to share the number of units in excess of our baseline commitment. Should the Town Trustees determine they would like to understand what participation in the next three-year commitment entails, staff will bring commitment information to the Town Board later in the summer.

Fiscal Impact and Fund Source:

There is no fiscal impact to the Town in consideration of this request.

Community Touchstones:

This set of findings illustrates the Town's commitment to supporting developers and housing builders to access funding opportunities. The commitment to Proposition 123 also enabled the Town to access funding for planning work as described previously. Access to housing was the goal of this commitment which supports the touchstones of sustainability, resiliency and helps to build community identity.

Recommended Action(s):

There is no action requested at this time for the first three-year commitment period.

Staff is seeking the Trustee's interest in exploring a second three-year commitment. Should the Trustees determine additional information is desired, including the new commitment parameters, staff can present the findings at a future meeting. The commitment deadline for the second three-year period is November 1, 2026. Staff will need to know if the Trustees have interest in committing to a second three-year term before September 1, 2026 to prepare the materials for presentation.

Affordability Calculator prepared for Berthoud by the State of Colorado

10/14/2025 from DOLA

INSTRUCTIONS FOR USE: Fill in the green-highlighted cells with information relevant to your community. The calculator will use this data to estimate the affordable home and rental prices at varying AMI levels.

Select County→ Larimer

Ownership Units								
Household Size:	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
100% Area Median Income:	\$89,400	\$102,100	\$114,900	\$127,600	\$137,900	\$148,100	\$158,300	\$168,500
Mortgage Interest Rate:	6.81%							
Down Payment Percentage:	15.0%							
Mortgage Term (Years):	30							

[a] CHFA 2025 Rent_IncomeLimits tab, based on selection in cells B3 and B4 at the top of this sheet.
(Source: 2025 Income Limit and Maximum Rent Tables for All Colorado Counties, CHFA, HUD Effective Date: April 1, 2025)

[b] Source: Federal Reserve Bank of St. Louis Economic Data - 30-year Fixed Rate Mortgage Average in the United States
(https://fred.stlouisfed.org/series/MORTGAGE30US)

[c] Source: 2024 National Association of Realtors Home Buyers and Sellers Generational Trends, p. 82 - Median Percent Down Payment, All Buyers (https://www.nar.realtor/sites/default/files/documents/2024-home-buyers-and-sellers-generational-trends-04-03-2024.pdf)

[d]

AMI	Estimated Affordable Home Price by Household Size:								
	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person	
100%	\$402,919	\$460,156	\$517,845	\$575,083	\$621,504	\$667,475	\$713,445	\$759,416	← Prop 123 Affordable Limit
90%	\$362,627	\$414,141	\$466,060	\$517,575	\$559,354	\$600,727	\$642,101	\$683,474	
80%	\$322,335	\$368,125	\$414,276	\$460,066	\$497,203	\$533,980	\$570,756	\$607,533	
70%	\$282,043	\$322,109	\$362,491	\$402,558	\$435,053	\$467,232	\$499,412	\$531,591	
60%	\$241,751	\$276,094	\$310,707	\$345,050	\$372,902	\$400,485	\$428,067	\$455,649	
50%	\$201,459	\$230,078	\$258,922	\$287,541	\$310,752	\$333,737	\$356,723	\$379,708	
40%	\$161,167	\$184,063	\$207,138	\$230,033	\$248,602	\$266,990	\$285,378	\$303,766	
30%	\$120,876	\$138,047	\$155,353	\$172,525	\$186,451	\$200,242	\$214,034	\$227,825	

AMI	Estimated Affordable Home Price by Bedrooms:					
	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	
100%	\$402,558	\$431,312	\$517,575	\$598,086	\$667,096	← Prop 123 Affordable Limit
90%	\$362,302	\$388,181	\$465,817	\$538,278	\$600,386	
80%	\$322,046	\$345,050	\$414,060	\$478,469	\$533,677	
70%	\$281,791	\$301,918	\$362,302	\$418,660	\$466,967	
60%	\$241,535	\$258,787	\$310,545	\$358,852	\$400,258	
50%	\$201,279	\$215,656	\$258,787	\$299,043	\$333,548	
40%	\$161,023	\$172,525	\$207,030	\$239,234	\$266,838	
30%	\$120,767	\$129,394	\$155,272	\$179,426	\$200,129	

Rental Units

Household Size:	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
60% Area Median Income:	\$53,640	\$61,260	\$68,940	\$76,560	\$82,740	\$88,860	\$94,980	\$101,100
Monthly Income:	\$4,470	\$5,105	\$5,745	\$6,380	\$6,895	\$7,405	\$7,915	\$8,425

[f] = [a] * 60%
[g] = [f] / 12

AMI	Estimated Affordable Monthly Rent by Household Size:								
	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person	
100%	\$2,235	\$2,553	\$2,873	\$3,190	\$3,448	\$3,703	\$3,958	\$4,213	
90%	\$2,012	\$2,297	\$2,585	\$2,871	\$3,103	\$3,332	\$3,562	\$3,791	
80%	\$1,788	\$2,042	\$2,298	\$2,552	\$2,758	\$2,962	\$3,166	\$3,370	
70%	\$1,565	\$1,787	\$2,011	\$2,233	\$2,413	\$2,592	\$2,770	\$2,949	
60%	\$1,341	\$1,532	\$1,724	\$1,914	\$2,069	\$2,222	\$2,375	\$2,528	← Prop 123 Affordable Limit
50%	\$1,118	\$1,276	\$1,436	\$1,595	\$1,724	\$1,851	\$1,979	\$2,106	
40%	\$894	\$1,021	\$1,149	\$1,276	\$1,379	\$1,481	\$1,583	\$1,685	
30%	\$671	\$766	\$862	\$957	\$1,034	\$1,111	\$1,187	\$1,264	

AMI	Estimated Affordable Monthly Rent by Bedrooms:					
	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	
100%	\$2,235	\$2,393	\$2,872	\$3,318	\$3,702	
90%	\$2,011	\$2,154	\$2,585	\$2,986	\$3,332	
80%	\$1,788	\$1,915	\$2,298	\$2,655	\$2,962	
70%	\$1,564	\$1,675	\$2,010	\$2,323	\$2,591	
60%	\$1,341	\$1,436	\$1,723	\$1,991	\$2,221	← Prop 123 Affordable Limit
50%	\$1,117	\$1,196	\$1,436	\$1,659	\$1,851	
40%	\$894	\$957	\$1,149	\$1,327	\$1,481	
30%	\$670	\$718	\$861	\$995	\$1,110	



Jul 2, 2026

Anne Johnson, Community Development Director
Town of Berthoud, CO
807 Mountain Avenue
Berthoud, CO 80513

RE: Town of Berthoud, CO - Full Compliance Confirmation with Proposition 123 Commitments

Dear Ms. Johnson,

On behalf of the Proposition 123 Community Support Team within the Division of Housing, I am pleased to issue this formal confirmation of your jurisdiction's successful compliance with the key requirements established under Proposition 123 for the initial 3-year commitment cycle (2024-2026). The Town of Berthoud may re-commit and remain eligible for Proposition 123 funding over the next 3-year cycle (2027-2029).

Your commitment to fostering accessible and efficient housing development is commendable. This approval signifies that the Town of Berthoud has fully met its obligations in the following two critical areas:

1. Unit Count Commitment Attainment [38 units] - final submission approved on Jul 1, 2026
2. Implementation of Expedited Review - approved on Nov 20, 2025

Governor Jared S. Polis | Maria De Cambra, Executive Director | Tyler Jaeckel, Division Director

1313 Sherman St., Room 320, Denver, CO 80203

Phone: 303-864-7810 Fax: 303-864-7719 doh.colorado.gov

Strengthening Colorado Communities





COLORADO
Department of Local Affairs
Division of Housing

We commend the leadership and dedication of your planning, housing, and administrative teams in achieving this milestone. We look forward to our continued partnership in advancing community development and housing affordability.

Should you have any questions regarding this compliance confirmation or future requirements, please do not hesitate to contact us directly at

DOLA_Prop123Support@state.co.us.

Sincerely,

Ashley Weesner Digitally signed by Ashley Weesner
Date: 2026.07.02 08:43:38 -06'00'

Proposition 123 Community Support Manager

ashley.weesner@state.co.us

303.549.9382

Cc: Christopher Kirk, Town Administrator; Matt Long - DOLA ; Chris La May - DOLA ;
Robyn DiFalco - DOLA ; DOLA_Prop123Support@state.co.us - DOLA

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Strengthening Colorado Communities



Board of Trustees Information

Community Development Department



Meeting Date:	July 14, 2026
Agenda Title/Subject:	Public Hearing: Tundra Flats Application for Neighborhood Master Plan and Change of Zone
Type of Item:	Public Hearing
Purpose:	To approve the Neighborhood Master Plan for the Tundra Flats property and to change the existing zoning to bring the Tundra Flats property into conformance with the 2021 Comprehensive Plan.
Presented by:	Tawn Hillenbrand

Attachments:

1. Tundra Flats NMP Rezone Staff Report
2. Resolution 2026-17 Tundra Flats Neighborhood Master Plan
3. Ordinance 1384 Tundra Flats Rezone
4. Draft Planning Commission Minutes
5. Tundra Flats Staff Presentation

Background:

According to project records, the subject property was originally created and zoned PUD – Planning Unit Development in 1999 as part of the Gateway Park Overall Development Plan (ODP). The property was replatted several times in the 2000s, with the most recent replat taking place in 2017 as part of the Gateway Park Replat Three as Tract A.

The current application includes two requests:

- The first request is to rezone the property from PUD – Planned Unit Development to C1 – Neighborhood Commercial. The proposed zoning aligns with the vision and intent of the Comprehensive Plan and Future Land Use Map. The Comprehensive Plan's Future Land Use Map is not legislative in nature and establishes a vision of how properties should be used and zoned based on input received during the Comprehensive Planning process. The Future Land Use Map is a vision document to guide future development. Staff has been consistent in requiring developers with properties zoned PUD to rezone to the current districts acknowledged through the Comprehensive Plan update from 2021.
- The second request is the Tundra Flats Neighborhood Master Plan. A Neighborhood Master Plan is required with any Rezone request. The purpose of the Neighborhood Master Plan is to conceptualize the overall character of a future land use inclusive of "zoning, transportation, pedestrian network, parks, open space, subdivision identity standards and other amenities."

Update/Next Steps:

Tonight, the Town Board will hear two requests of the applicant. The first will be the Neighborhood Master Plan. The purpose of the Neighborhood Master Plan is to conceptualize the overall character of a future development inclusive of “zoning, transportation, pedestrian network, parks, open space, subdivision identity standards and other amenities.” The second request is the Change of Zone which should be a simple public hearing if the Neighborhood Master Plan is approved as the Change of Zone is simply a map illustrating zoning boundaries which conform to the Neighborhood Master Plan. Should the Neighborhood Master Plan be approved as proposed, the Zone Change should be approved to follow the intended use of the property as outlined in the Neighborhood Master Plan. Should the Neighborhood Master Plan not be approved, the Zone Change request should not be considered as the rezone is contingent on the Neighborhood Master Plan approval.

The applicant will be required to record the Neighborhood Master Plan and Change of Zone if approved by the Town Board of Trustees. Following recording of the documents, the next step would be a Site Plan Review application for the proposed development. The Site Plan Review phase includes review of the Construction Documents (100% completeness), referral agency review, analysis of the utilities and infrastructure planned for the project, and off-site and on-site improvements, architecture and landscape design, for example. The Site Plan must adhere to the approved Neighborhood Master Plan as well as the Mountain Avenue Overlay District Standards, the Town’s Architectural Guidelines and the Landscape Guidelines, for example.

Referral agencies, including but not limited to the school district, fire protection district, utility and infrastructure providers, have reviewed the Neighborhood Master Plan and the Change of Zone applications. Referral agency comments at this concept phase are incorporated into the Staff Report and are used by the applicant when they are preparing their next land use application (Site Plan Review) materials for review. Sanitary sewer and water main engineering designs, the need for water dedication, and school bus stop locations, if needed, for example are reviewed at the Site Plan Review phase.

Fiscal Impact and Fund Source:

There is no negative impact to the Town in consideration of this Neighborhood Master Plan and request to rezone the property in conformance with the 2021 Comprehensive Plan update.

Public notice is funded through fees paid by the applicant. Development review is funded through fees paid by the applicant.

Community Touchstones:

Consideration of this request does not negatively impact community touchstones and in fact is supportive of the 2021 Comprehensive Plan update. The applicant’s request for Neighborhood Master Plan and Rezone illustrates a change to align the proposal with the vision of continued growth within the Town’s utility service area. The C1 – Neighborhood Commercial zoning classification aligns more closely with the Comprehensive Plan’s vision for this area.

Recommended Action(s):

Neighborhood Master Plan

Planning Commission made a motion to recommend denial of the Tundra Flats Neighborhood Master Plan to the Town Board of Trustees at their May 28, 2026 public hearing. The rationale for denial is that Planning Commission did not find that review criteria 30-6-106.G(1) and 30-6-106.G(5) of the Berthoud Development Code had been met.

Per the Berthoud Development Code, any new zoning amendment shall require a new Neighborhood Master Plan approval. Therefore, because Planning Commission moved to

recommend denial of the Tundra Flats Neighborhood Master Plan, the request to rezone was not considered as the rezone is contingent on approval of the Neighborhood Master Plan in accordance with Section 30-6-106.G.

The following motion is provided in the event the Town Board moves forward with a recommendation of approval of the Neighborhood Master Plan rather than a denial as recommended by Planning Commission.

Rezoning

Town Board makes a motion to recommend approval of the Tundra Flats Rezone request to rezone from PUD – Planned Unit Development to C1 – Neighborhood Commercial for the following reasons consistent with the Criteria for Approval of a Rezoning request:



STAFF REPORT: TUNDRA FLATS NEIGHBORHOOD MASTER PLAN AND REZONE

DATE: July 14, 2026

GENERAL INFORMATION

Applicant:	Golden Eye Investment c/o Matt Notter	Size: 6.6 acres
Site Location:	Parcel #: 9415443001; Tract A, Gateway Park Replat Three Located north of Mountain Avenue between Meadowlark Drive on the west and Gateway Park Boulevard on the east (shaded in blue below) 	
Applicant's Request:	The Applicant is requesting Neighborhood Master Plan approval for a proposed mixed-use development inclusive of 3,700 sf of ground floor commercial space and 140-150 multi-family residential units with a concurrent request to rezone the subject property from PUD – Planned Unit Development to C1 - Neighborhood Commercial.	
Current Zoning:	PUD – Planned Unit Development	

PROPOSED ZONING DISTRICT INFORMATION

Proposed Zone District	C1 – Neighborhood Commercial
Max Density	24 dwelling units per gross acre
Min. Lot Area	N/A
Min. Lot Width	25'
Building Front Setback	0'
Building Side Setback	0' or 20' when adjacent to a different zone district
Building Rear Setback	0' or 20' when adjacent to a different zone district
Max Building Height:	50-feet

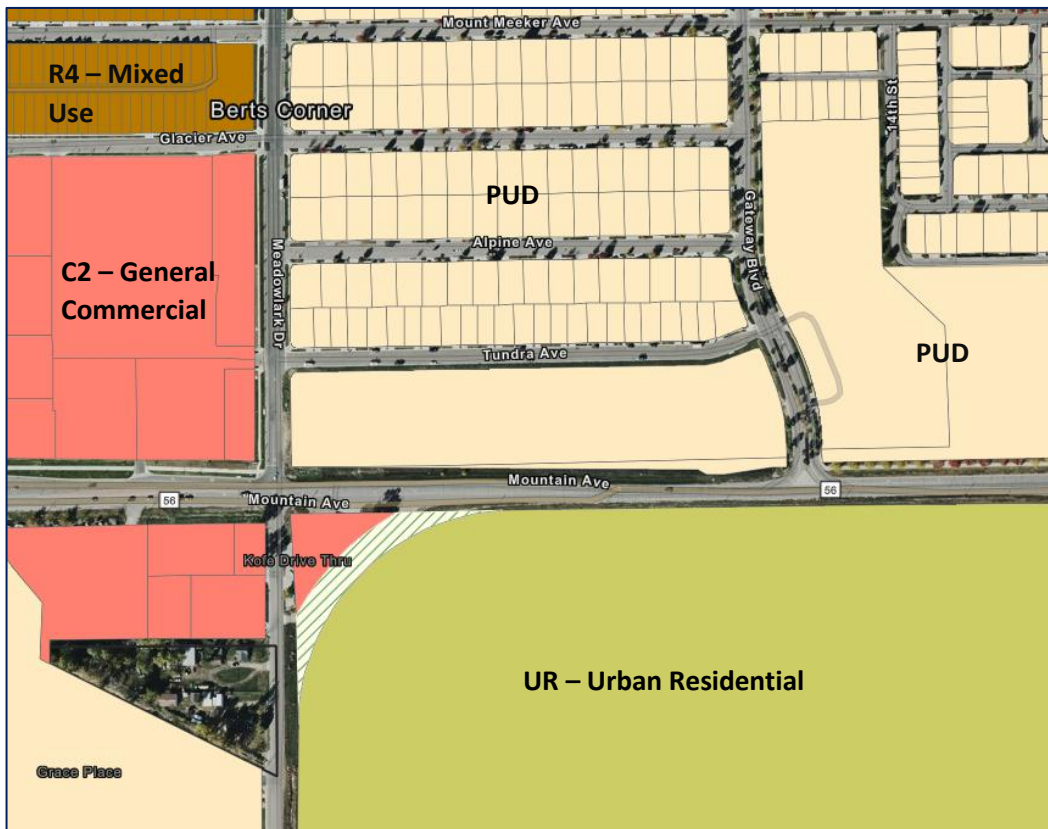
MOUNTAIN AVENUE OVERLAY DISTRICT INFORMATION

Character District	Berthoud West
Max Building Height	3 Stories (40-feet)
Building Setback	Mountain Avenue: 14 feet minimum, 20 feet maximum
	Secondary or side street: 20 feet minimum
	Side yard (3 stories): 10 feet minimum
	Side yard (2 stories): per underlying zone district

SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS

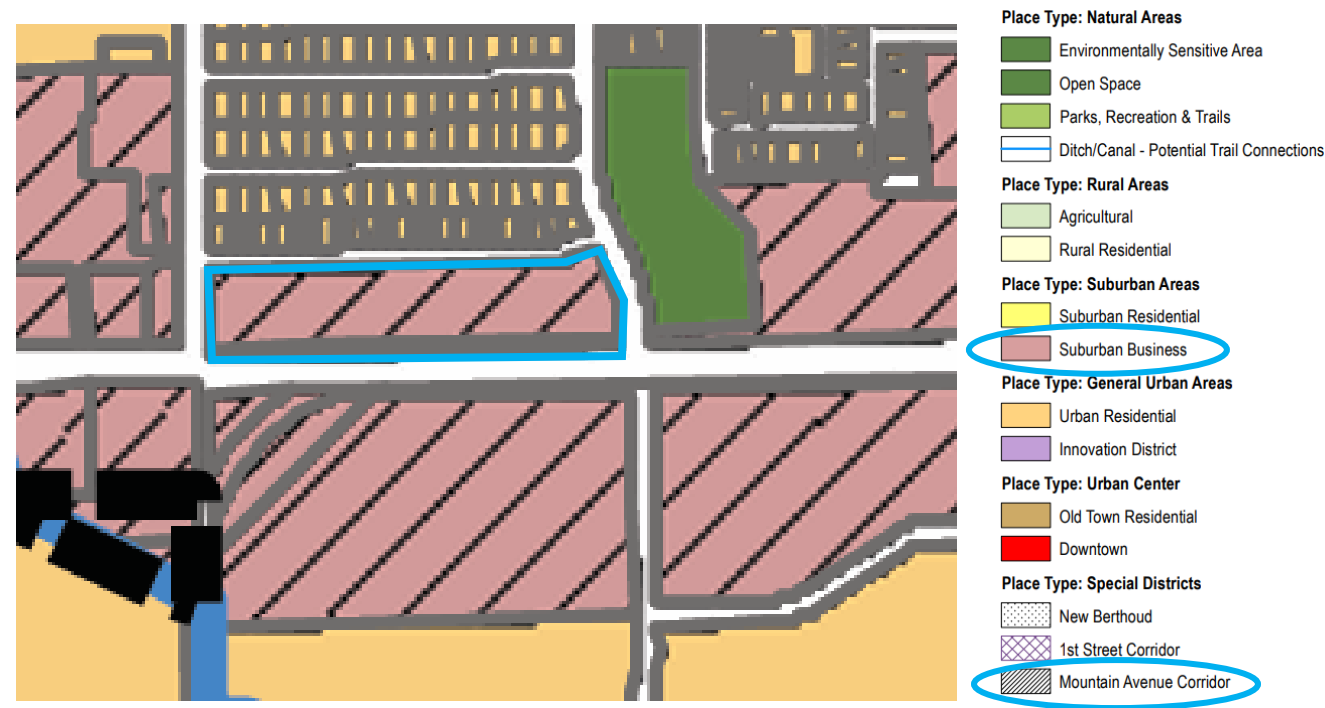
	<u>Adjacent Zoning</u>	<u>Adjacent Land Uses</u>	<u>Buffer Requirement</u>
North	Gateway Park PUD	Single-family Residential	N/A
South	UR, C2	Public ROW, currently Undeveloped, Commercial (southwest)	N/A
East	Gateway PUD	Park	N/A
West	C2	Westside Crossing Commercial, currently undeveloped	N/A

Berthoud Zoning Map:

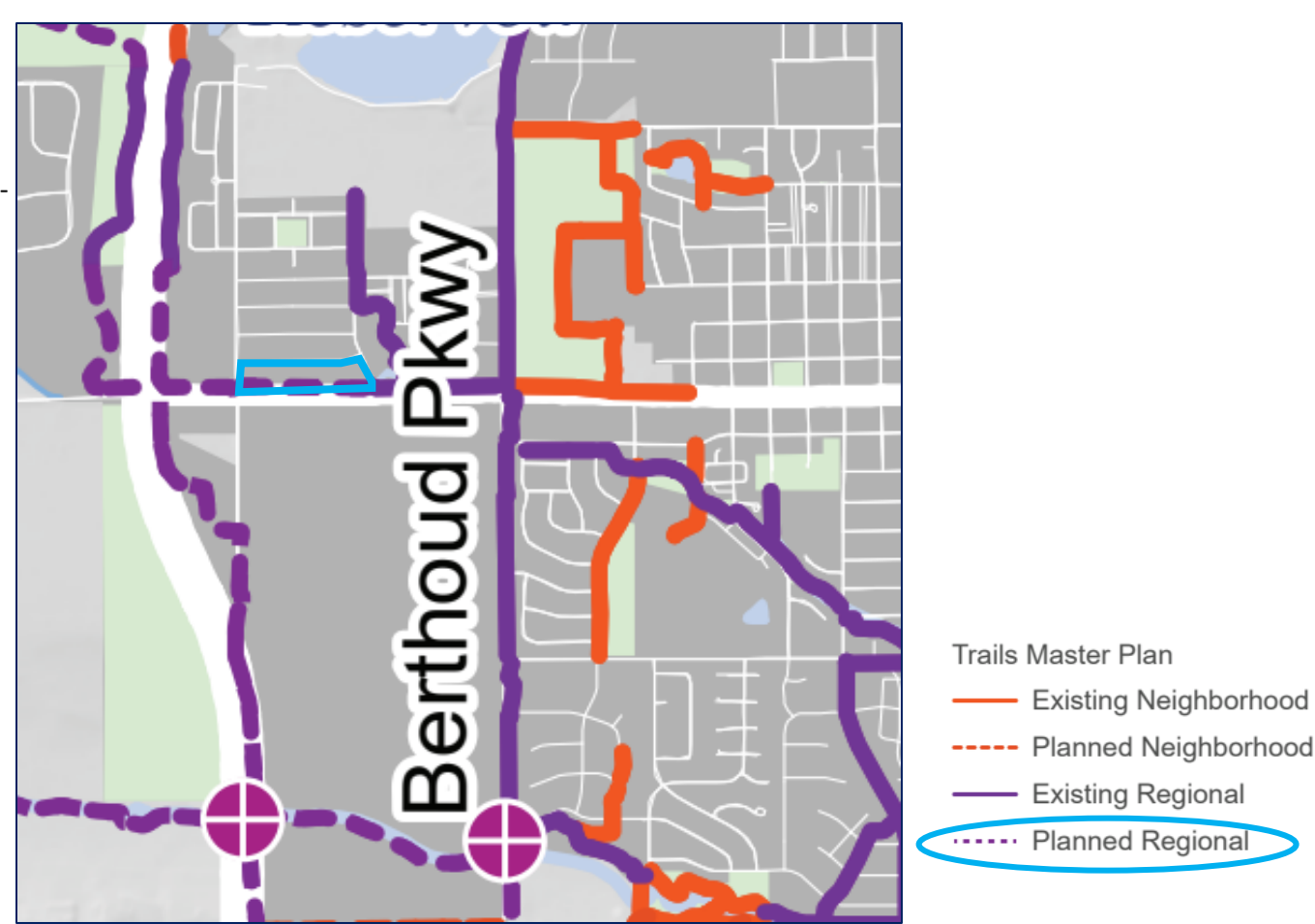


BERTHOUD COMPREHENSIVE PLAN AND MASTER PLANS

Berthoud Comprehensive Plan – Future Land Use Map:



Berthoud Trails Master Plan:



Berthoud Open Space Plan:



Open Space Focus Areas

- Stream
- Canal or Ditch
- Waterbodies and Wetlands
- County Boundary
- Berthoud Growth Management Area
- Adjacent Growth Management Areas
- Town Limits
- Existing Parks, Open Space, & Conservation Easements
- Focus Areas**
 - Trail Corridors
 - Natural Areas
 - Agriculture

Proposal

The applicant is proposing the following two requests: Neighborhood Master Plan for a proposed mixed-use development inclusive of 3,700 sf of ground floor commercial space and 140-150 multi-family residential units with a concurrent request to Rezone the subject property from PUD – Planned Unit Development to C1 – Neighborhood Commercial.

Background

According to project records, the subject property was originally created and zoned PUD – Planning Unit Development in 1999 as part of the Gateway Park Overall Development Plan (ODP). The property was replatted several times in the 2000s, with the most recent replat taking place in 2017 as part of the Gateway Park Replat Three as Tract A.

Neighborhood Master Plan

The Neighborhood Master Plan is a conceptual design of the development, submitted with a rezoning or major subdivision application, that depicts the applicant's vision for the overall development, including zoning, transportation, pedestrian network, parks, open space, subdivision identity standards and other amenities. The Neighborhood Master Plan is binding on a development, and all future platting/zoning actions must follow the approved plan or apply for an amendment of said plan. Section 30-6-106(E) of the municipal code states that a Neighborhood Master Plan must consist of the following required elements:

30-6-106(E) Required Elements	Finding	Rationale
1. <u>Traffic Plan</u>: The applicant shall provide a preliminary traffic plan that addresses the following elements: i. The proposed street network connectivity to the existing road network, including all proposed access points. ii. The location and layout of all arterial and collector roads within the development. Local streets and alleys do not need to be depicted. iii. A preliminary traffic impact study prepared by a licensed traffic engineer which evaluates proposed access points, the existing street system, and any need for any road improvements (including off-site improvements) created by the proposed development.	Yes	i. The proposed development would connect to the existing road network via three (3) proposed connections to Tundra Avenue. ii. The project does not propose arterial or collector roads within the development. Tundra Avenue is an existing public right-of-way created with the original Gateway Park development. iii. A preliminary traffic impact study (TIS)/analysis was provided with the submittal. The Town Engineer reviewed the TIS and was satisfied with the preliminary data provided at this concept phase. A Final TIS, at 100% completeness, will be required at the next phase (Site Plan Review) for further evaluation and to ensure the proposed project is functional.
2. <u>Open Space Plan</u>: The applicant shall provide a preliminary open space plan that addresses the following elements: 1. Proposed open space distribution and location, including percentage of open space. 2. Compliance with 30-2-109(D)(4) open space elements. 3. Required buffer areas as per 30-2-109(C)(2)	Yes	i. An open space plan was provided as part of the Neighborhood Master Plan. The plan includes more than 10% open space and is proposing approximately 57%, or 3.76 acres of open space, exceeding the minimum requirement. ii. By code the applicant would be required to provide two (2) open space elements. The project is fulfilling this requirement by proposing a mixed-use plaza and green area. iii. There are no required buffer areas with this request; however, the applicant is electing to provide 30-foot-wide buffer areas along the

		south and north property lines adjacent to Tundra Avenue and Mountain Avenue as part of meeting the Subdivision Identity and Place Standards elements.
30-6-106(E) Required Elements	Finding	Rationale
3. <u>Park(s) Plan:</u> i. Proposed park locations and types of parks as per Section 30-2-109(B)(2) and (3) ii. Proposed park acreage as per Section 30-2-109(B)(2)	Yes	(i.-ii.) Gateway Park is a master-planned community and includes several previous filings. According to the Gateway Park Development Agreement (dated July 2002), park dedication requirements were previously satisfied; therefore, park dedication requirements are not required as part of this specific project.
4. <u>Pedestrian Network:</u> i. Location of all trails within development, and connection to existing trail network. ii. Connectivity of sidewalks to the existing pedestrian system, including any off-site sidewalk improvements. iii. Depiction of any bike lanes or any other multi-modal features.	Yes	i. Locations of all trails are depicted on the NMP. The applicant is proposing to provide the portion of the 10-foot wide concrete Regional Trail along Mountain Avenue as required by the Berthoud Trails Master Plan. Connections from the proposed development to this Regional Trail are proposed. ii. Sidewalks will be constructed within the development serving each proposed building and will then connect to the existing pedestrian system adjacent to the property. iii. Bike lanes are not proposed nor required internal to the site. Designated bike lanes are not required along roads classified as 'Local' (Tundra Avenue). Bike lanes are provided along Mountain Avenue and Gateway Park Blvd.
5. <u>Zoning:</u> i. The location of zoning boundaries shall be provided with the application and depicted on the Neighborhood Master Plan. ii. The plan should show how lot diversity standards of Section 30-2-116(D)(1)(c), are met and create a mix of zoning which is harmonious with the surrounding area, and within the property itself. iii. Density and lot diversity shall be distributed throughout the project and shall not be located in only one area.	Yes	In addition to the Neighborhood Master Plan, this project also includes a rezoning request. The Neighborhood Master Plan identifies the project showing the proposed zoning changes. i. The subject property is less than 20 acres in size and therefore, lot diversity requirements are not applicable to this project. However, when considering the Gateway Park Subdivision in its entirety, this proposal would provide a housing type not currently existing in the overall subdivision nor within the immediate area, thereby contributing to housing diversity. The proposed zoning district, C1 – Neighborhood Commercial, would be compatible with the existing commercial development to the west at Westside Crossing and with the proposed Legacy Park subdivision to the south across Mountain Avenue. The zoning would be consistent with the existing PUD zoning of the subject property and the remaining Gateway Park development. ii. As stated above, lot diversity standards are not applicable. The project proposes 5 total buildings which are distributed across the 6.6-

		acre property and are not located in only one area of the site.
30-6-106(E) Required Elements	Finding	Rationale
6. <u>Overall Utility Plan:</u> i. A preliminary utility plan depicting the existing capacity of the utility system for both the proposal and any potential future development. ii. Proposed connections to the existing utility system. iii. The location of any proposed or required lift stations. iv. Utility plans for the interior of the development (such as water and sewer service lines) are not required as part of this process.	Yes	(i. – iv.) A preliminary utility plan has been provided showing the water line and sewer line connections capacity and demand, and where the lines would be located to verify the project can be served by utilities. The project will connect to Town of Berthoud utilities through existing connections. The Town Engineer reviewed the preliminary utility plan and is satisfied with the data provided at this concept phase of the project. Final Construction Plans at 100% completeness, will be required at the next phase (Site Plan Review). The location of all existing utility, drainage, and irrigation easements interior and adjacent to the property are required to be addressed with the next phase (Site Plan Review) and will be evaluated to ensure the project is functional as proposed.
7. <u>Subdivision Identity Standards:</u> i. The applicant shall provide compliance with subdivision identity standards found in Section 30-2-131.	Yes	i. Per Code, six (6) subdivision identity and place elements are required. The project is proposing the following elements: Artwork, Playground, Community Garden, Pollinator Gardens, Buffer Areas, and Enhanced Fences. Additional details, including the location and design of these elements will be required with the next submittal (Site Plan Review) and will be evaluated to ensure compliance with Code.

Neighborhood Master Plan Review Criteria

Section 30-6-106(G) states that the town shall use the following criteria in addition to other applicable provisions of the code to evaluate the application.

30-6-106(G) Review Criteria	Finding	Rationale
1. The land use mix within the project conforms to Berthoud's Zoning District Map and Comprehensive Plan Preferred Land Use Map and furthers the goals and policies of the Comprehensive Plan.	Yes	The Future Land Use Map envisions this area being developed as Suburban Business Character District. Additionally, the property is located in the Mountain Avenue Overlay District, specifically the Berthoud West Character District. The Comprehensive Plan states that the preferred uses in the Suburban Business Character District will include a variety of businesses that serve local residents and employees, such as retail stores, lodging, services, restaurants, and offices. The Comprehensive Plan also states that the Suburban Business Character District is envisioned as a walkable commercial district with opportunities for

		shopping, eating, employment, and other services, and will generally maintain low to moderate intensity. The suburban business character district includes Berthoud's two commercial zoning districts; C1 – Neighborhood Commercial and C2 – General Commercial. The Mountain Avenue Overlay District, specifically the Berthoud West Character District, is envisioned as a vibrant walkable commercial district with opportunities for shopping, employment, and other services. Preferred land uses include retail, grocery store, restaurants, commercial, office, services, lodging, and other similar uses. Residential uses on upper floors would also be appropriate within this district. This is similar to a typical downtown building with non-residential uses on the first floor and housing above. This mixed-use development, inclusive of 3,700sf of ground floor commercial space and 140-150 residential units would be allowed in the proposed C1 – Neighborhood Commercial zone district following land use approval (Site Plan Review). While the Suburban Business Character District envisions this area as primarily commercial or business use, the Berthoud West Character District supports mixed-use (commercial + multi-family residential). While this proposed project would provide more residential units than commercial space, Staff believes this proposed land use mix fulfills a need within the Town of Berthoud and is consistent with the goals and policies of the Comprehensive Plan. More specifically, the proposed project furthers the Comprehensive Plan Achievable Goal of Housing Diversity by providing a housing type not readily found in the Town while also providing much needed and desired neighborhood commercial space.
30-6-106(G) Review Criteria	Finding	Rationale
2. The Neighborhood Master plan represents a functional system of land use and is consistent with the rationale and criteria set forth in this Chapter, the Town Comprehensive Plan, and the Parks, Open Space and Recreation (PORT) Plan as amended.	Yes	The proposed plan is consistent with this criterion. The proposed project reflects transect-based planning by maintaining a higher density near the Town core and major transportation routes (Mountain Avenue). The trail and sidewalk system proposed will provide pedestrian connections throughout the project and into neighboring areas, including the neighboring commercial developments to the west and south as well as to the existing community park to the east. The proposed project would contribute to housing diversity by providing a housing type not prevalent in the Town. The project includes 3,700sf of ground floor commercial space,

		creating an opportunity for potential shopping, eating, employment, and other neighborhood services that will serve not only the residents within the Tundra Flats development but also those in the surrounding Gateway Park subdivision. This proposal represents a functional system of land use and furthers the goals and policies of the Comprehensive Plan.
30-6-106(G) Review Criteria	Finding	Rationale
3. The preliminary traffic, open space, park, utility and pedestrian design is adequate and functional given the existing and planned capacities of each system, and meets the standards found in this Code.	Yes	Plans were reviewed by Town staff as well as outside referral agencies. No deficient capacity issues were identified at this concept phase of the project. The applicant will be required to provide updated plans and reports (i.e. – Final Traffic Impact Study, Final Drainage Report, Final Utility Plans) at 100% completeness at the next phase of the project (Site Plan Review) for further evaluation.
4. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.	Yes	A preliminary Traffic Impact Study (TIS), Geotech Report, and Utility Plan were required and provided by the applicant as part of this Neighborhood Master Plan application. Staff and referral agencies with expertise in each specific area of study reviewed the preliminary plans to ensure impacts to adjacent land uses and infrastructure were identified and have been adequately addressed at this concept phase of the project. Final versions of these reports, addressing any outstanding items of concern, will be required with the next phase (Site Plan Review) which will be reviewed in depth at that time.
5. There is a need or desirability within the community for the development and the development will help achieve a balance of land use and/or housing types within Berthoud according to town goals.	Yes	The proposed project would contribute to housing diversity in the Town by providing a housing type not readily found in the Town. Additionally, the project proposes 3,700sf of ground floor commercial space with additional residential units above. This commercial component provides opportunities for shopping, eating, employment, and other services. While the Comprehensive Plan envisions this area as primarily commercial, Staff concludes that this proposed mixed-use development achieves a balance of land use and, therefore, is within the goals of the Town reflected in the Comprehensive Plan.

Rezoning

The subject property is currently zoned PUD – Planned Unit Development. According to project records, the subject property was originally zoned PUD in 1999 as part of the Gateway Park Overall Development Plan (ODP). The PUD process has been phased out by the Town, and the PUD zone district is no longer a preferred zone district. As the Town has eliminated the potential for future PUDs and previously approved PUDs are not clear regarding land uses and densities, applicants are encouraged to change the zoning of their properties to reflect the vision and values of the 2021 Comprehensive Plan.

The applicant is requesting a rezone from PUD to C1 – Neighborhood Commercial to allow more flexibility in potential uses and to better align with the Town of Berthoud Comprehensive Plan.

Rezoning is addressed through an official zoning map amendment. Section 30-3-110(D) states for the purpose of establishing and maintaining sound stable and desirable development within the Town, the Zoning Map shall not be amended except when it addresses one or more of the criteria in the following table.

30-3-110(D) Zoning Map Amendment Criteria	Finding	Rationale
1. To correct a manifest error in an ordinance establishing the zoning for a specific property; or 2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or 3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Town Comprehensive Plan; or 4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Town Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or 5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area	Yes	Staff finds that the proposed rezoning meets criteria 2. The town has shifted away from Planned Unit Developments, and the proposed rezoning will provide clarity and transparency on allowed land uses and densities for the subject property, while aligning with what is envisioned in the Future Land Use map in the Comprehensive Plan. The Future Land Use Map envisions this area as the Suburban Business Character District. The proposed C1 – Neighborhood Commercial district is defined as a relevant zone district within the Suburban Commercial Character District. Furthermore, the proposed zoning district would be consistent with the existing PUD zoning of the subject property and the remaining Gateway Park development. This district would also be compatible with the zone district directly to the west, C2 – General Commercial as well as the UR - Urban Residential district to the south across Mountain Avenue. The C1 - Neighborhood Commercial District is intended to provide for the development of mixed use (including multi-family residential), retail, commercial and service businesses to support residential neighborhoods. New development or redevelopment in this district should be scaled in size to fit the adjacent neighborhood. This proposal is scaled in size to the adjacent neighborhood, with paired homes directly across Tundra Avenue, future neighborhood commercial to the west across Meadowlark Drive and future commercial and mixed-use to the south across Mountain Avenue.

PUBLIC NOTICE AND COMMENT

Notice of the Planning Commission and Town Board of Trustees Public Hearings has been mailed to property owners within 500 feet of the subject property May 12, 2026, a legal ad published May 13, 2026, and the property was posted as required by the Development Code by the applicant on May 12, 2026.

As of the drafting of this staff report, staff have not received public comment emails regarding the proposed request.

The Tundra Flats Neighborhood Master Plan and Rezone application completed five (5) rounds of referral agency and staff review in the following sequence:

Submittal Number	Review documents submitted by Applicant on:	Staff and Referral Agency comments provided to Applicant on:
1st	August 14, 2025	September 25, 2025
2nd	October 22, 2025	December 4, 2025
3 rd	February 25, 2026	April 6, 2026
4 th	April 21, 2026	May 5, 2026
5 th (final)	May 6, 2026	May 11, 2206

FINDINGS AND RECOMMENDATIONS

Neighborhood Master Plan

Planning Commission heard the request for approval of the Tundra Flats Neighborhood Master Plan and Rezone at their May 28, 2026 public meeting and make a motion to recommend denial of the Tundra Flats Neighborhood Master Plan to the Town Board of Trustees for not meeting review criteria 30-6-106.G(1) and 30-6-106.G(5) of the Berthoud Development Code.

Rezoning

Per the Berthoud Development Code, any new zoning amendment shall require a new Neighborhood Master Plan approval. Therefore, because Planning Commission moved to recommend denial of the Tundra Flats Neighborhood Master Plan, the request to rezone was not considered as the rezone is contingent on approval of the Neighborhood Master Plan in accordance with Section 30-6-106.G.

The following motion is provided in the event the Town Board moves forward with a recommendation of approval of the Neighborhood Master Plan rather than a denial as recommended by Planning Commission.

Town Board makes a motion to recommend approval of the Tundra Flats Rezone request to rezone from PUD – Planned Unit Development to C1 – Neighborhood Commercial for the following reasons consistent with the Criteria for Approval of a Rezoning request:_____.

Attachments

1. Application form
2. Project Narratives
3. Neighborhood Master Plan
4. Rezoning Map
5. Preliminary traffic impact study/analysis

**Resolution No. 17
Series 2026**

A Resolution of the Town of Berthoud Board of Trustees approving a Neighborhood Master Plan for the Property known as Tundra Flats

Whereas, Golden Eye Investment ("Applicant") is the owner of the real property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property");

Whereas, on July 14, 2026, the Board of Trustees rezoned the Property to Neighborhood Commercial;

Whereas, on July 30, 2025, Applicant filed an application for approval of a Neighborhood Master Plan for the Property (the "Application");

Whereas, on May 28, 2026, the Planning Commission held a properly-noticed public hearing on the Application, and recommended that the Board of Trustees deny the Application; and

Whereas, on July 14, 2026, the Board of Trustees conducted a properly-noticed public hearing on the Application.

Now Therefore be it Resolved by the Board of Trustees of the Town of Berthoud as follows:

Section 1. Findings of Fact. The Board of Trustees, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as follows:

a. The Neighborhood Master Plan complies with Chapter 30 of the Berthoud Municipal Code and other applicable law;

b. The Neighborhood Master Plan is consistent with the Town's Comprehensive Plan; and

c. The Neighborhood Master Plan is consistent with and implements the intent of the zone district in which it is located.

Section 2. Decision. Based on the foregoing findings, the Board of Trustees hereby approves the Neighborhood Master Plan as set forth in the Application.

Introduced, approved and adopted this 14th day of July, 2026.

Town of Berthoud

William Karspeck, Mayor

Attest

Christian Samora, Town Clerk

**Ordinance No. 1384
Series 2026**

An Ordinance of the Town of Berthoud Rezoning the Property Known as Tundra Flats from Planned Unit Development to Neighborhood Commercial

Whereas, Golden Eye Investment ("Applicant") is the owner of the real property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property");

Whereas, on November 11, 1999, by Ordinance No. 831, the Property , known as Tundra Flats, was zoned Planned Unit Development;

Whereas, on July 30, 2025, Applicant filed an application to rezone the Property to Neighborhood Commercial (the "Application");

Whereas, on May 28, 2026, the Planning Commission held a properly-noticed public hearing on the Application, and recommended that the Board of Trustees deny the Application; and

Whereas, on July 14, 2026, the Board of Trustees conducted a properly-noticed public hearing on the Application.

Now Therefore be it Ordained by the Board of Trustees of the Town of Berthoud as follows:

Section 1. Zoning.

a. Upon consideration of the Application, the recommendation of the Planning Commission, and the statements of Town staff and the public, the Board of Trustees finds and determines that the Application meets the applicable criteria set forth in Chapter 30 of the Berthoud Municipal Code.

b. Based on the foregoing, the Property is hereby zoned as Neighborhood Commercial.

c. The Town's zoning map shall be updated accordingly.

Section 2. 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 3. 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.

Introduced, approved and adopted this 14th day of July, 2026.

Town of Berthoud

William Karspeck, Mayor

Attest

Christian R. Samora, CMC, Town Clerk



**Town of Berthoud Planning Commission
Town Hall
Board Room
807 Mountain Avenue, Berthoud, CO 80513
May 28, 2026 at 6:00 p.m.**

1. Meeting called to order – Chairperson Sigman at 6:00 p.m.
2. Pledge of Allegiance
3. Roll Call

The following Planning Commission members were present:

Stacy Sigman, Chair
Nick Semedallas, Vice Chair
Bryce Filho, Secretary
Mark Hofmans, Commissioner
David Pond, Commissioner
Marleene Buttice, Commissioner
Brandon Terrazas, Commissioner

The following Planning Commission members were absent:

Nick Semedallas, Vice Chair

The following staff members were present:

Anne Johnson, Community Development Director
Tawn Hillenbrand, Planning Manager
Luke Seeber, Development Review Engineer
Bella Manzo, Planner

4. Approval of Minutes from May 14, 2026, were moved for approval by Commissioner Pond and a second to the motion was made by Commissioner Hofmans.
5. Public Hearing: Tundra Flats Neighborhood Master Plan and Rezone
Request to approve the Neighborhood Master Plan for the Tundra Flats property and to change the existing zoning to bring the Tundra Flats property into conformance with the 2021 Comprehensive Plan.
 - a. Planning Manager Tawn Hillenbrand provided a staff presentation at 6:05 p.m.
 - b. The applicant was represented by Don Ryan and Matt Notter. They provided a presentation at 6:23 p.m.
 - c. Public testimony opened at 6:47 p.m. and closed at 6:47 p.m. No members of the public provided testimony.
 - d. Planning Commissioners deliberated and discussed the proposed Neighborhood Master Plan. Discussion opened at 6:48 p.m. and closed at 8:10 p.m.
 - e. Commissioner Pond moved to send a recommendation of approval to the Town Board of

Trustees of the Neighborhood Master Plan as proposed. A second to this motion was made by Commissioner Terrazas. The motion failed by a majority vote of the Commission with 2 in favor and 3 opposed.

- f. Due to the failure of the motion to recommend approval of the Neighborhood Master Plan, a motion to approve the requested Rezoning was not considered.
- g. The public hearing closed at 8:11 p.m.

6. Work Session: Informational Update on the Town-Wide Intersection Traffic Model

- a. Development Review Engineer Luke Seeber provided a staff presentation at 8:16 p.m.
- b. The item concluded at 8:47 p.m.

7. Report by Staff:

- a. Community Development Director Anne Johnson provided an update on the Historic Preservation Plan. The HPAC will be planning for the work to be conducted over the next 1-2 years during their meeting on June 8, 2026.
- b. Planner and Staff Liaison to the HPAC Bella Manzo provided details about the upcoming Historic Walking Tour of Berthoud. The tour will begin at 11:00 am on Saturday, June 13th in front of the Bimson Blacksmith Shop at 224 Mountain Ave.
- c. Planning Manager Tawn Hillenbrand provided an update on the Public Art Master Plan for the Town of Berthoud. Over 130 responses to the digital public survey were received, and consultants NineDOTArts are currently creating the first draft of the Master Plan.
- d. The June 11th meeting of the Planning Commission will include technical assistance from IT Specialist Bryan Fister, and an open discussion with Town Attorneys as well as a CIRSA (Colorado Intergovernmental Risk Sharing Agency) representative.

8. Adjourn

The meeting was adjourned by Motion of Commissioner Pond seconded by Commissioner Hofmans at 8:56 p.m.

Chairperson

Secretary



Town Board of Trustees

July 9, 2026



Land Use Planning Process: Overview



1. PRE-APPLICATION

Discussions with staff
Pre-Application meetings
Staff input and direction
Application preparation



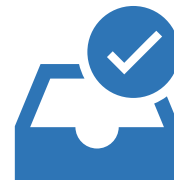
2. APPLICATION SUBMITTAL

Application materials received
Completeness review performed
Referral notification and comments
Staff review and comments
Schedule and notice public meetings/hearings



3. MEETING

Staff presentation
Discussion and vote



4. POST-APPROVAL ACTIONS

Recording of approved documents
Next steps

Development Tool Kit: Public Hearing Process



1. STAFF PRESENTATION

The agenda item is introduced by Town Staff, including details of the official request, location, and how the project satisfies the Development Code and Comprehensive Plan

2. APPLICANT PRESENTATION

The applicant presents their proposal and makes their case for approval.



3. PUBLIC COMMENT

- **One at a time, citizens have an opportunity to speak for up to 3 minutes about the proposed project.** This time is used to ask questions, provide concerns, and offer approval or disapproval of the proposal.
- Public comments are testimony. The Applicant, Staff and Commissioners will not respond to the comments until all testimony has been received and the public hearing is closed.
- Once all who wish to speak have done so, the Chairperson will officially close the Public Comment period.

4. DISCUSSION & VOTE

- The Applicant has the opportunity to address public testimony.
- The Commissioners confer and have an opportunity to ask the applicant or staff questions that arose during the public hearing period or questions of their own.
- A motion must be made on an item, and if a motion is seconded, a vote is called; a majority must be found for any issue to pass (tie votes do not result in the passage of the item).
- If any citizen disagrees with the decision, they have 30 days to file an appeal with the Town.



Tundra Flats



PROJECT:

Tundra Flats

APPLICANT:

Golden Eye Investments

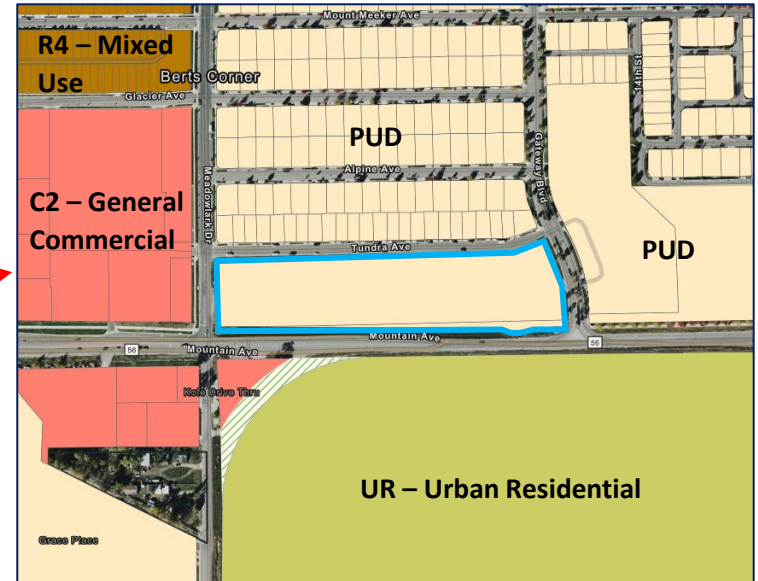
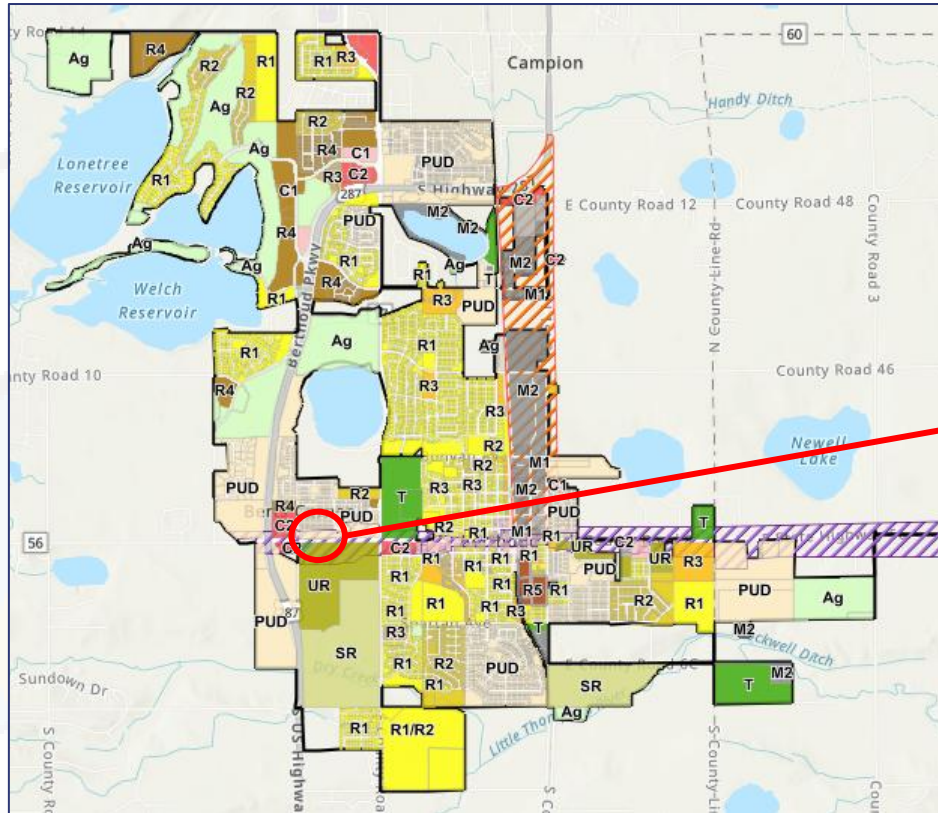
LOCATION:

North of Mountain Avenue
between Meadowlark
Drive on the west and
Gateway Park Boulevard
on the east

SIZE:

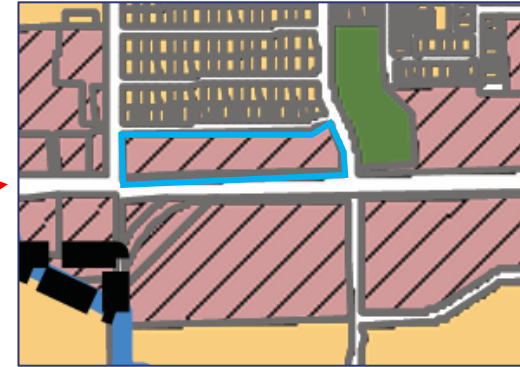
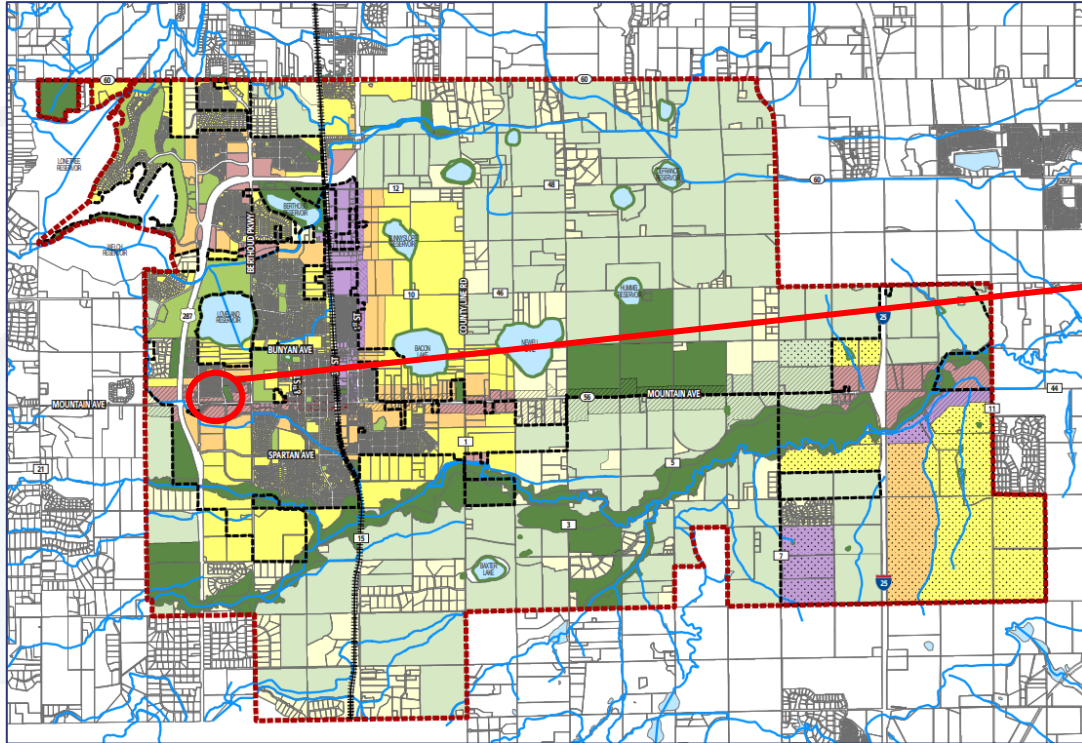
6.6 Acres

Tundra Flats – Zoning Map



CURRENT ZONING: PUD – Planned Unit Development

Tundra Flats – Future Land Use Map and Mountain Avenue Corridor

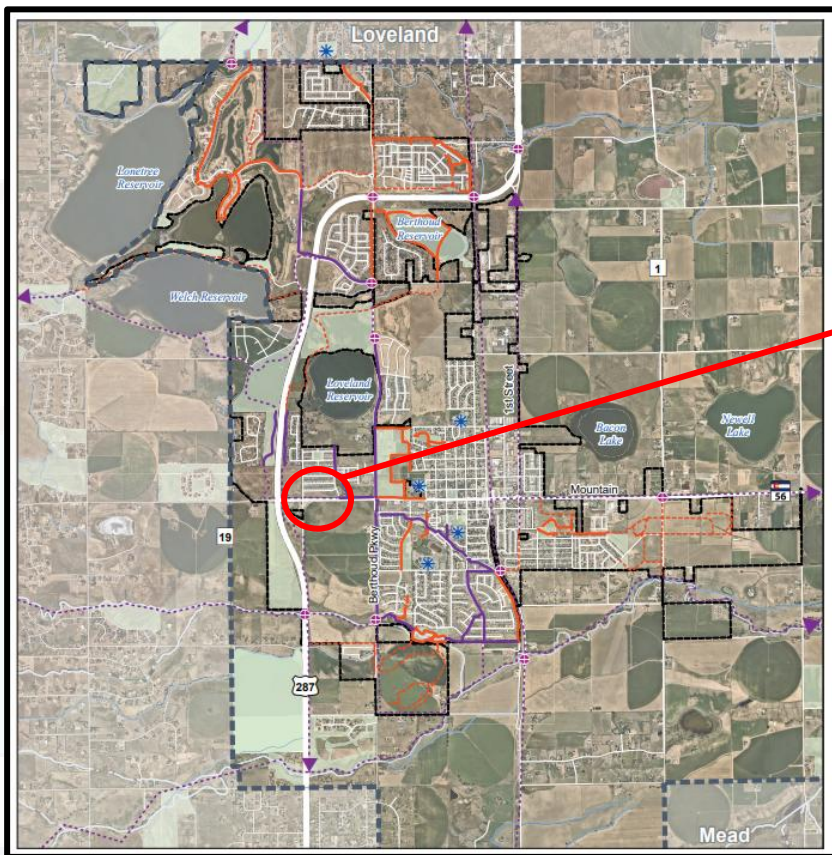


- Agricultural
- Rural Residential
- Place Type: Suburban Areas
 - Suburban Residential
 - Suburban Business
- Place Type: General Urban Areas
 - Urban Residential
 - Innovation District
- Place Type: Urban Center
 - Old Town Residential
 - Downtown
- Place Type: Special Districts
 - New Berthoud
 - 1st Street Corridor
 - Mountain Avenue Corridor

FUTURE LAND USE DESIGNATION:
Suburban Business

MOUNTAIN AVENUE CORRIDOR:
Berthoud West Character District

Tundra Flats – Trails Master Plan

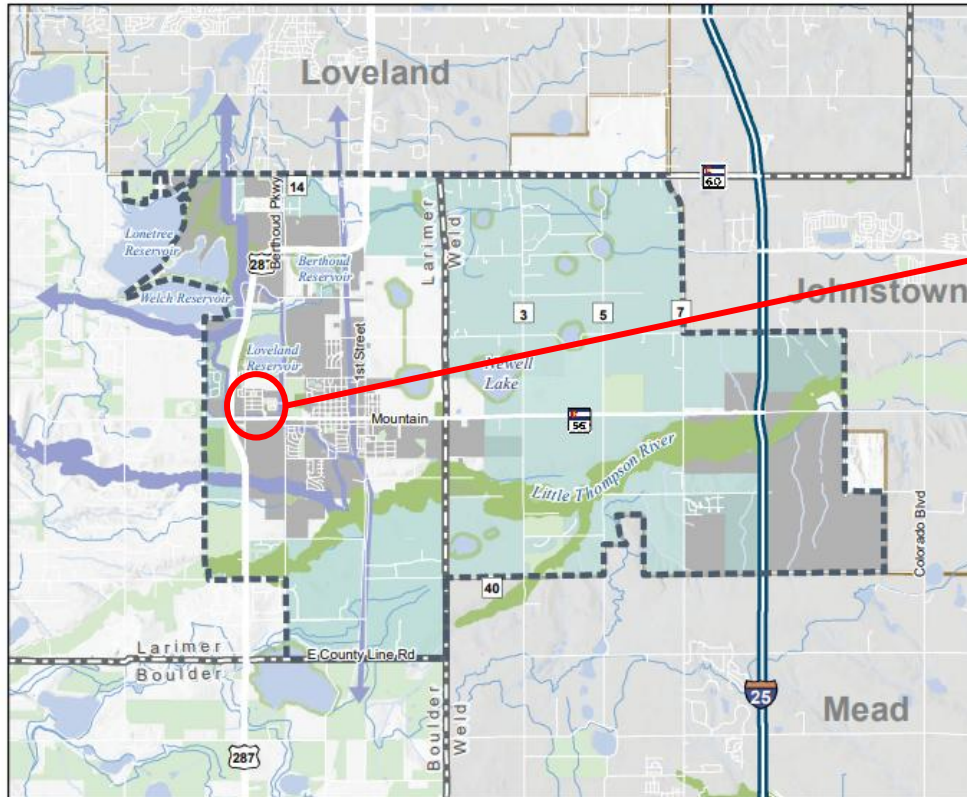


Existing Regional Trail (solid purple line)

Trails Master Plan (Enlargement)

- Existing Neighborhood
- Planned Neighborhood
- Existing Regional
- Planned Regional
- Trail Crossing Opportunities
- Schools
- Berthoud Growth Management Area
- Town Limits
- Existing Parks, Open Space, & Conservation Easements

Tundra Flats – Open Space Plan Local Perspective



Gateway Park located directly east across
Gateway Park Boulevard

Open Space Focus Areas

- | | |
|----------------------------------|--|
| Stream | Existing Parks, Open Space, & Conservation Easements |
| Canal or Ditch | Focus Areas |
| Waterbodies and Wetlands | Trail Corridors |
| County Boundary | Natural Areas |
| Berthoud Growth Management Area | Agriculture |
| Adjacent Growth Management Areas | |
| Town Limits | |

REZONING MAP
TUNDRA FLATS

SMALL PARCELS OF TRACT 1, SECTION 10, T4S, R10E, ARE LOCATED IN THE NORTHWEST CORNER OF THE SUBDIVISION. PARCELS OF TRACT 1, SECTION 10, T4S, R10E, ARE LOCATED IN THE SOUTHWEST CORNER OF THE SUBDIVISION. PARCELS OF TRACT 1, SECTION 10, T4S, R10E, ARE LOCATED IN THE SOUTHWEST CORNER OF THE SUBDIVISION.

LEGEND

- IDENTITY ELEMENTS
- BUFFER AREAS (Minimum: 30 Feet)
- ADJACENT BUFFER AREA
- MIXED-USE PLAZA
- ENHANCED FENCING
- EXISTING GATEWAY PARK SIGN

IDENTITY AND PLACE ELEMENTS

ELEMENTS	SIZE, TYPE	COUNT
Artwork	TBD	1
Playground	1,000 SF	1
Community Garden	1,000 SF	1
Pollinator Garden	1,000 SF	1
Buffer Areas	30 feet wide min.	1
Enhanced Fences	300 linear feet min.	1
TOTAL:		6

TUNDRA FLATS
SUBDIVISION IDENTITY AND PLACE STANDARDS PLAN

REVISION DATE: FEBRUARY 18, 2024

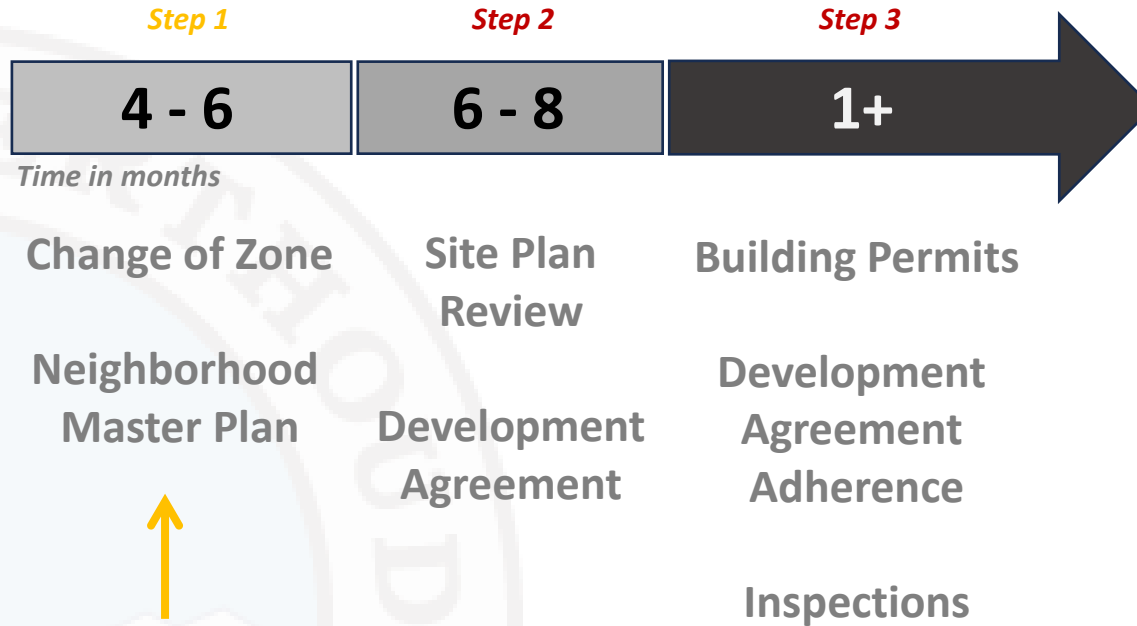
LAI DESIGN GROUP
Design Matters

Architecture • Planning & Entitlements • Visual Media • Landscape Architecture • Real Estate Advisory

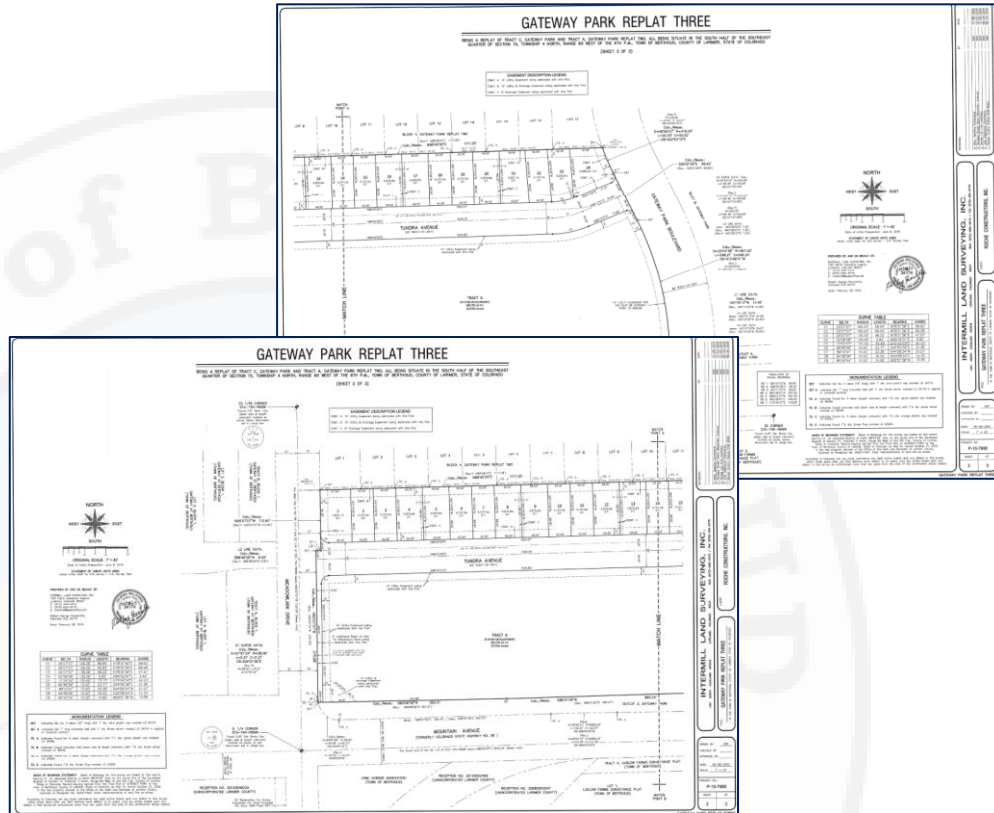
SHEET 4

www.laidesigngroup.com
303.754.1777 • Corporate

Development Tool Kit: Procedures for Land Use Approval



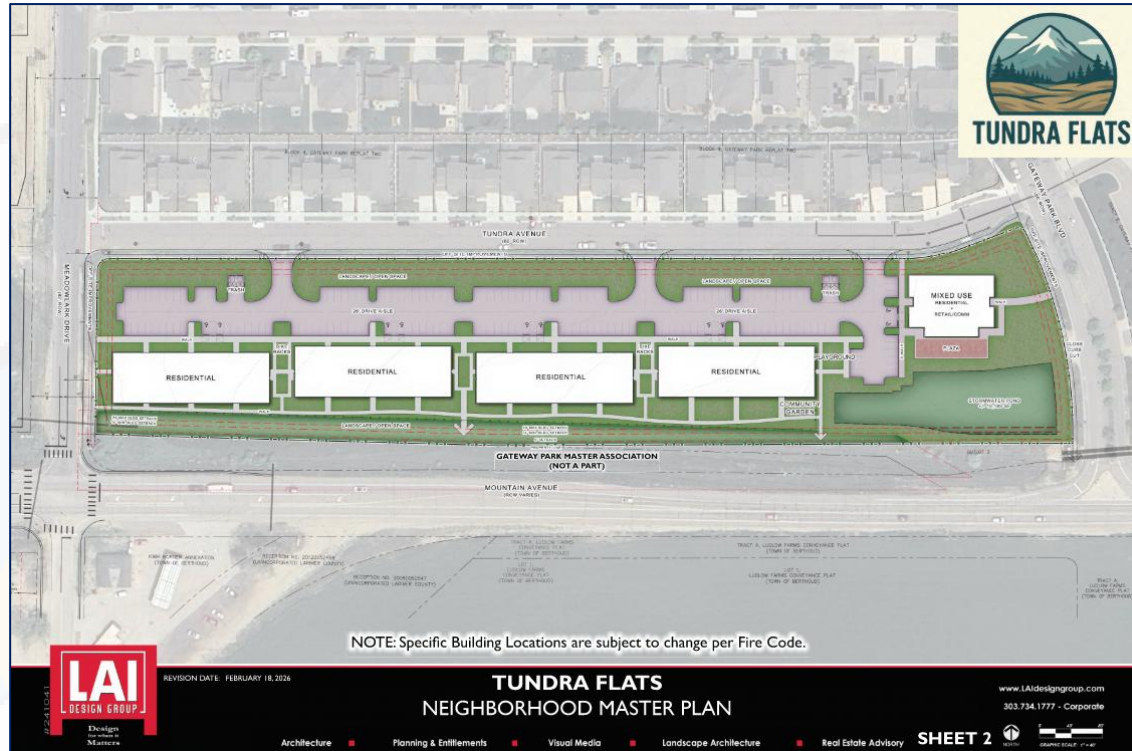
Tundra Flats – Background



Tundra Flats History

- 1999: Originally created and zoned PUD as part of the Gateway Park Overall Development Plan (ODP)
- 2000s: Replated several times
- 2017: Tract A of the Gateway Park Replat Three

Tundra Flats – Neighborhood Master Plan Request



Neighborhood Master Plan Request

- Required with rezone application
- Vision for overall development
 - Zoning
 - Transportation
 - Pedestrian network
 - Parks
 - Open Space
 - Subdivision Identity Standards
 - Other amenities
- Binding on a development; future platting/zoning actions must follow approved plan

Tundra Flats – Neighborhood Master Plan Request

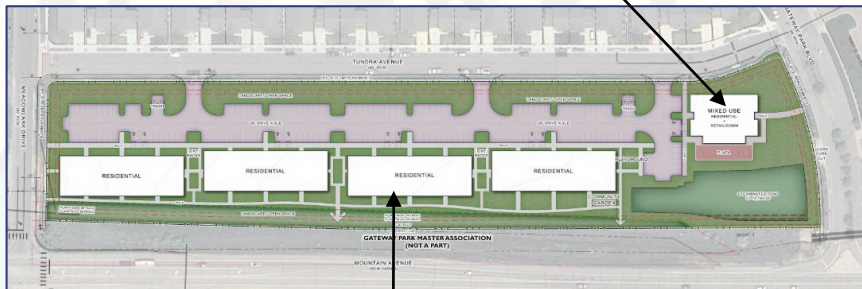


Mixed-Use Building:

1st Floor - 3700 sf Commercial Use

2nd and 3rd Floor – Residential

Outdoor Plaza – 2,000sf



Multi-family Residential:

140-150 total units =

approximately 21 - 22 units per acre

(C1 Zone District allows 24 dwellings/acre)

Comprehensive Plan:

Suburban Residential Character District

Mountain Avenue Overlay:

Berthoud West Character District

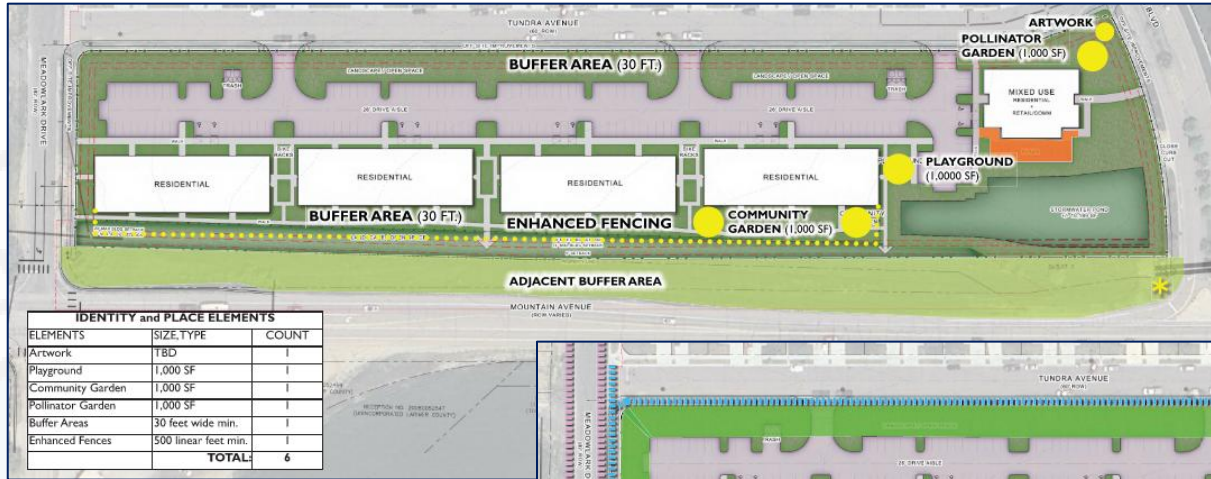
Both Character Districts:

- Are envisioned as walkable commercial district with opportunities for shopping, eating, employment, and other services, and will generally maintain low to moderate intensity.
- Preferred uses include a variety of businesses that serve local residents and employees, such as retail stores, lodging, services, restaurants, and offices.

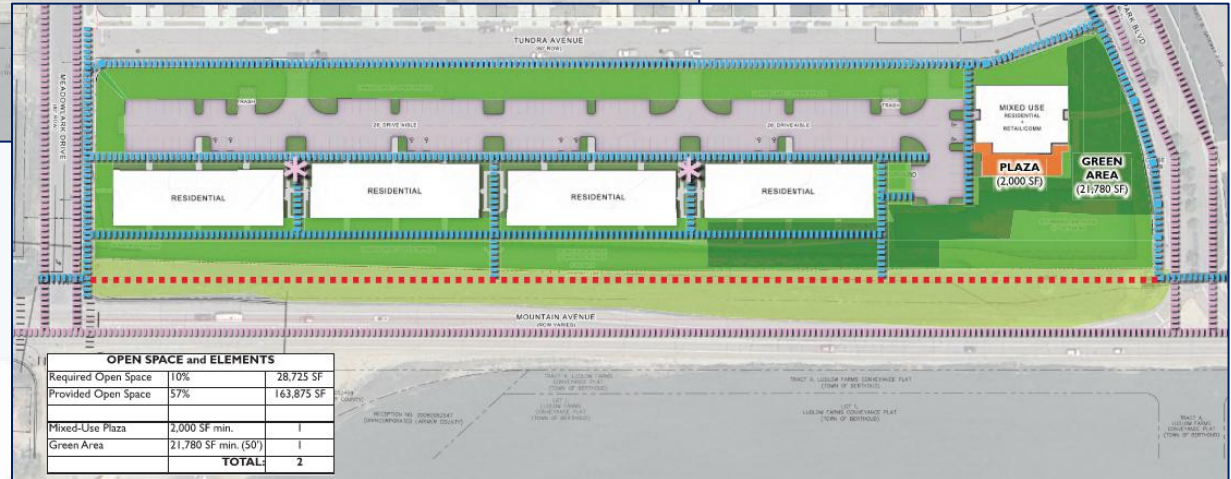
Mountain Avenue Overlay

- **Also** envisions residential uses on upper floors (mixed-use) in this Berthoud West Character District

Tundra Flats – Neighborhood Master Plan Request



Subdivision Identity and Place Elements



Open Space Elements and Trails

Tundra Flats – Referral Agency for Neighborhood Master Plan



TOWN OF BERTHOUD

Project Planner
Town Engineer
Baseline Engineer (Surveyor and Landscape Designer)
Town Forester
Town Water Utilities
Town Public Works
Building Department

OTHER AGENCIES

Army Corp of Engineers
Berthoud Fire Protection District
CDOT
Colorado Parks & Wildlife (CPW)
Comcast
Larimer County Assessor
Larimer County Engineering
Larimer County Planning
Little Thompson Water District
Lumen / CenturyLink
Post Office
Poudre Valley REA
Thompson School District
Xcel Energy

**Tundra Flats NMP and Rezone completed five (5) rounds of referral agency and staff review.
All comments have been adequately addressed.**

Tundra– Neighborhood Master Plan Review Criteria

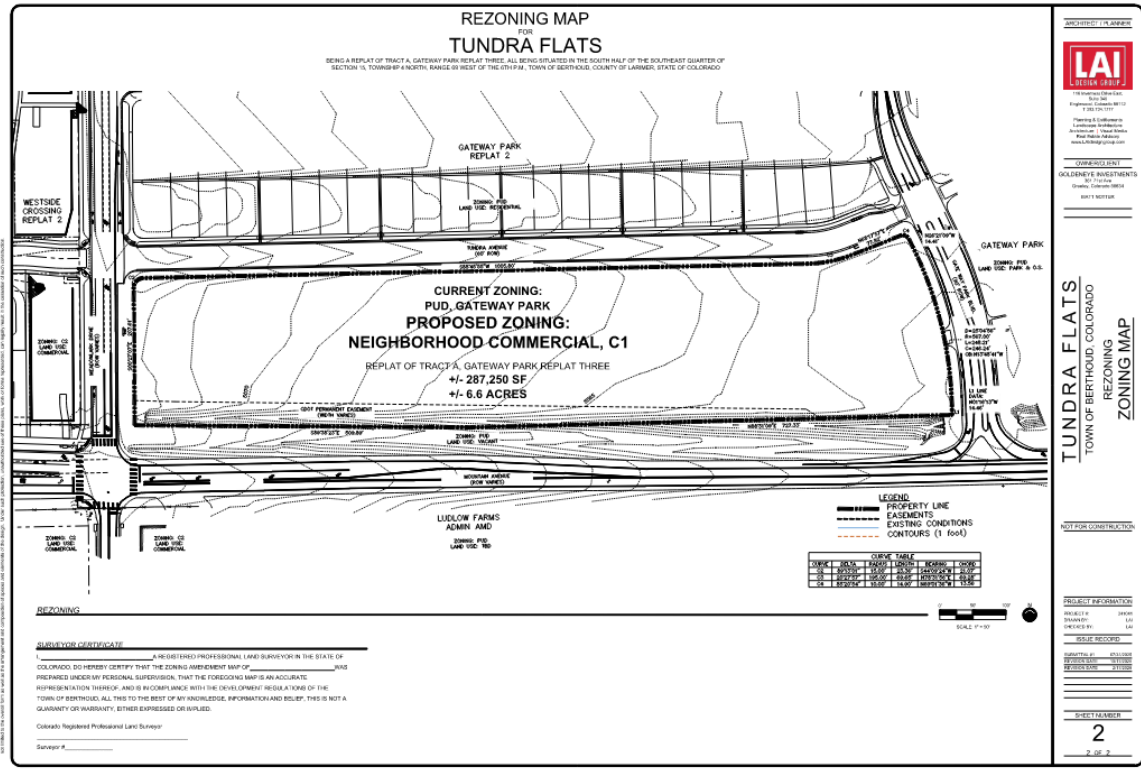


Section 30-6-106(G) of the Town Development Code states that the town shall use the following criteria in addition to other applicable provisions of the code to evaluate the application.

1. The land use mix within the project conforms to Berthoud's Zoning District Map and Comprehensive Plan Preferred Land Use Map and furthers the goals and policies of the Comprehensive Plan.
2. The Neighborhood Master plan represents a functional system of land use and is consistent with the rationale and criteria set forth in this Chapter, the Town Comprehensive Plan, and the Parks, Open Space and Recreation (PORT) Plan as amended.
3. The preliminary traffic, open space, park utility and pedestrian design is adequate and functional given the existing and planned capacities of each system, and meets the standards found in this Code.
4. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.
5. There is a need or desirability within the community for the development and the development will help achieve a balance of land use and/or housing types within Berthoud according to town goals.

Planning Commission find that the Tundra Flats Neighborhood Master Plan request does not meet the above Review Criteria, specifically review criteria #1 and #5.

Tundra Flats – Rezone



Rezoning Request

- Current zone: PUD
- 1999 Gateway Park Overall Development Plan (ODP)
- PUD process has been phased out by the Town
- Staff recommended the applicant rezone to current zone district

Rezone from PUD to C1 Neighborhood Commercial

C1 Zone District

- Intended to provide for the development of mixed-use, retail, commercial and service businesses
- Not intended for big box type commercial
- Relevant zone within the Suburban Business Character District

Tundra Flats – Rezone Review Criteria



Section 30-3-110(D) states for the purpose of establishing and maintaining sound, stable and desirable development within the Town, the Zoning Map shall not be amended except when it addresses one or more of the following criteria:

1. To correct a manifest error in an ordinance establishing the zoning for a specific property; or
2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or
3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Town Comprehensive Plan; or
4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Town Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or
5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area.

Tundra Flats – Staff Findings



FINDINGS AND RECOMMENDATIONS

Neighborhood Master Plan

Planning Commission heard the request for approval of the Tundra Flats Neighborhood Master Plan and Rezone at their May 28, 2026 public meeting and make a motion to recommend denial of the Tundra Flats Neighborhood Master Plan to the Town Board of Trustees for not meeting review criteria 30-6-106.G(1) and 30-6-106.G(5) of the Berthoud Development Code.

Rezoning

Per the Berthoud Development Code, any new zoning amendment shall require a new Neighborhood Master Plan approval. Therefore, because Planning Commission moved to recommend denial of the Tundra Flats Neighborhood Master Plan, the request to rezone was not considered as the rezone is contingent on approval of the Neighborhood Master Plan in accordance with Section 30-6-106.G.

The following motion is provided in the event the Town Board moves forward with a recommendation of approval of the Neighborhood Master Plan rather than a denial as recommended by Planning Commission.

Town Board makes a motion to recommend approval of the Tundra Flats Rezone request to rezone from PUD – Planned Unit Development to C1 – Neighborhood Commercial for the following reasons consistent with the Criteria for Approval of a Rezoning request: _____.



Town Board of Trustees July 9, 2026



Board of Trustees Information



Administration Department

Meeting Date:	July 14, 2026
Agenda Title/Subject:	Establish an Interview Committee to Fill Vacancy on the Planning Commission
Type of Item:	Regular Item
Purpose:	To Establish an Interview Committee for the Purpose of Making an Appointment Recommendation to Fill a Vacancy on the Planning Commission
Presented by:	Christian Samora

Attachments:

None

Background:

One term on the Planning Commission will expire in August 2026. Consistent with past practice, the Town Board will need to establish an Interview Committee consisting of two Town Board members.

The Interview Committee will conduct virtual interviews, together with the Commission Chair and a staff liaison. The interviews are scheduled to take place on the evening of July 27, 2026, beginning at 6:00 p.m.

Update/Next Steps:

Virtual interviews will be scheduled for the evening of Monday, July 27, 2026. Appointments to fill the vacancy will be considered at the July 28, 2026, Town Board of Trustees meeting.

Fiscal Impact and Fund Source:

There is not a fiscal impact.

Community Touchstones:

Establishing an interview committee is a necessary step to ensure a fair, transparent, and efficient process for filling current and upcoming board vacancies.

Recommended Action(s):

Appoint two Town Board Members to the Interview Committee for the purposes of making an appointment recommendation to the Town Board.