



Board of Trustees Regular Meeting

**807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, August 11, 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. Approval of the Agenda**
- V. Citizen Participation**
- VI. 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 28, 2026 Meeting Minutes**
 - b. Women's Equality Day Proclamation**
 - c. Amendment No. 1 to Lease Agreement with Northern Water for Water Department Office**
 - d. June 2026 Financial Information**
 - 2. Berthoud Main Street Agreement (15 Min)**
 - 3. Proposition 123 Update (15 Min)**

August 11, 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.

4. **Resolution Supporting Local Planning Capacity Grant Application - Resolution 2026-19** (10 Min)
5. **IGA for HICS Legacy Water Treatment Plant Engineering Services** (20 Min)
6. **Mountain Vista Park Project Financing Options** (45 Min)
7. **Adoption of New Municipal Code Section 4.9 Regarding Board and Commissions - Ordinance 1388** (15 Min)
8. **Elected Official Reports** (20 Min)
 - a. Town Board -
 - b. Mayor -
 - c. Staff - Town Administrator, Attorney

VII. 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.

VIII. Adjourn

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

August 11, 2026, Meeting Agenda

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BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	August 11, 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:

- a. July 28, 2026 Meeting Minutes
- b. Women's Equality Day Proclamation
- c. Amendment No. 1 to Lease Agreement with Northern Water for Water Department Office
- d. June 2026 Financial Information

BACKGROUND:

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

UPDATE/NEXT STEPS:

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

FISCAL IMPACT AND FUND SOURCE:

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

COMMUNITY TOUCHSTONES:

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

RECOMMENDED ACTION(S):

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

Followed by a second and a vote.



Board of Trustees Meeting Minutes

**807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, July 28, 2026, at 6:30 PM**

7/28/2026 – 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 Sean Murphy
Trustee Arno Olbricht
Trustee Brett Wing
Mayor Pro-Tem May Soricelli-Albrecht
Mayor Will Karspeck

The following staff members were present:

Town Attorney Kathryn Sellars
Town Administrator Chris Kirk
Town Clerk Christian Samora
Deputy Town Clerk Lexi Dovel
Larimer County Sheriff Sergeant Justin Williamson
Planning Manager Tawn Hillenbrand
Project Engineer Daniel Buendia

IV. Approval of the Agenda

Trustee Wing moved to approve the Agenda. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. In a 7-0 voice vote, the motion Passed.

V. Citizen Participation

Marsha Heineke spoke regarding the need for a senior center in the Town of Berthoud.

VI. 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 Wing moved to combine and approve the items on the Consent Agenda. Trustee Anderson seconded the motion. In a 7-0 roll call vote, the motion Passed.

- a. July 14, 2026 Meeting Minutes
- b. July 2026 Board Report
- c. Serenity Ridge Drainage Improvements Bid Award

2. Appointment of Member to Planning Commission

(10 Min)

Trustees Anderson and Murphy reported on the interview conducted for the Planning Commission vacancy. Trustee Anderson noted that only one applicant appeared for their interview. Trustee Murphy stated that he would discuss advertising for commission and committee vacancies further during his Trustee report.

Trustees Anderson and Murphy recommended making no appointment to the Planning Commission at this time and requested the Town Clerk re-advertise the vacancy.

3. Tundra Flats — Denial of Neighborhood Master Plan and Change of Zone

(15 Min)

Planning Manager Tawn Hillenbrand introduced the resolution and ordinance regarding the denial of the Tundra Flats Neighborhood Master Plan and Change of Zone application.

The Board inquired about the Town's rezoning and application procedures.

Trustee Wing moved to approve Resolution 2026-18, a Resolution of the Town of Berthoud Board of Trustees denying the application for approval of a Neighborhood Master Plan for the property known as Tundra Flats. Trustee Anderson seconded the motion. In a 7-0 roll call vote, the motion Passed.

Trustee Wing moved to approve Ordinance 1387, an Ordinance of the Town of Berthoud denying the application to rezone the property known as Tundra Flats from Planned Unit Development to Neighborhood Commercial. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. In a 7-0 roll call vote, the motion Passed.

- a. Denial of Neighborhood Master Plan with Findings — Resolution 2026-18
- b. Denial of Change of Zone with Findings — Ordinance 1387

4. Berthoud Arboretum Cost Reduction Update (60 Min)

Project Engineer Daniel Buendia presented an overview of the staff recommendations for cost reductions to the Berthoud Arboretum park project.

The Board inquired about changes to lighting, water and wastewater funding, sponsorship and grant opportunities, property maintenance, the trail system, the number of trees, and the potential pond structure.

Mayor Karspeck opened the item to public comment.

Natalie Peitsmeyer read a motion from the Tree Advisory Committee expressing support for the project.

Christine Torres of the Berthoud Historical Society spoke in support of the project and its potential partnerships with local non-profit organizations.

Mayor Karspeck closed public comment.

The Board had further discussion on the proposed reductions.

Trustee Wing moved to authorize staff to finalize a contract with Golden Triangle Construction for future Board consideration, inclusive of all originally designed Arboretum amenities. Trustee Olbricht seconded the motion. In a 3-4 roll call vote, the motion Failed, with Trustee Anderson, Trustee Grace, Trustee Murphy, and Mayor Pro-Tem Soricelli-Albrecht voting no.

Trustee Grace moved to authorize staff to finalize a revised construction contract with Golden Triangle Construction for future Board consideration, inclusive of the recommended cost reductions as presented and outlined in the staff summary, while also pursuing phased implementation and collaboration with the Tree Advisory Committee and other partners to restore the removed amenities where feasible. Trustee Anderson seconded the motion. In a 6-1 roll call vote, the motion Passed, with Trustee Wing having the dissenting vote.

5. Mountain Vista Park Cost Reduction and Financing (90 Min)

Administrator Kirk provided an overview of the history of the Mountain Vista Park project and staff's recommended cost reductions.

The Board inquired about fund balances and funding sources for this project, as well as projected revenue from the park amenities. The Board also inquired about the cost estimates for the proposed reductions and the potential for future additions.

Mayor Karspeck opened the item to public comment.

Woody Geoghegan spoke in support of the project and urged the Board to make a timely decision.

Carolyn Hobson of the PORT Committee spoke in support of the project and COP financing.

Christine Torres spoke in support of the project and COP financing.

Lauren Roth of the PORT Committee spoke in support of the project, opposed the addition of turf on two baseball fields, commented on admission costs, and requested that the baseball fields at Town Park be retained.

Alex Hoime spoke in support of the project, emphasizing the need for baseball fields.

Mayor Karspeck closed public comment.

The Board had further discussion regarding costs and funding.

Trustee Wing moved to accept the cost reductions in the Phase 1 scope of Mountain Vista Park as outlined in the staff report. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. In a 6-1 roll call vote, the motion Passed, with Trustee Murphy having the dissenting vote(s).

Trustee Anderson moved to direct staff to prepare a design contract with DTJ Design for revisions to the construction plans for approval at a future meeting. Trustee Wing seconded the motion. In a 6-1 roll call vote, the motion Passed, with Trustee Murphy having the dissenting vote(s).

Trustee Wing moved to direct staff to prepare a construction contract with ECI Site Construction. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. After further Board discussion, Trustee Wing withdrew the motion.

Trustee Murphy moved to direct staff to cease all work with ECI Site Construction and to give a 30-day notice to terminate the CMGC contract with ECI Site Construction for pre-construction services and to explore hard bid options. Trustee Grace seconded the motion. In a 2-5 roll call vote, the motion Failed, with Trustee Anderson, Trustee Olbricht, Trustee Wing, Mayor Pro-Tem Soricelli-Albrecht, and Mayor Karspeck voting no.

Trustee Wing moved to direct staff to prepare a construction contract with ECI Site Construction. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. In a 5-2 roll call vote, the motion Passed, with Trustee Murphy and Trustee Grace having the dissenting vote(s).

Mayor Pro-Tem Soricelli-Albrecht moved to formally establish the maximum available construction budget for Phase 1 of Mountain Vista Park at \$43.5 Million, including contingencies and soft costs, increasing the current budget for the project from \$38.5 Million. Trustee Wing seconded the motion. In a 6-1 roll call vote, the motion Passed, with Trustee Murphy having the dissenting vote(s).

Trustee Wing moved to direct staff to prepare the resolution necessary to formally authorize the issuance of Certificates of Participation. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. Trustee Anderson suggested amending the motion to direct staff to

prepare the resolution necessary to formally authorize the issuance of Certificates of Participation and to prepare information for the Board on financing through bond issuance. Trustee Wing accepted the amendment. In a 6-0 roll call vote, the motion Passed, with Trustee Murphy abstaining.

6. Elected Official Reports

(20 Min)

a. Town Board -

Trustee Murphy discussed marketing and public notification for committee and commission vacancies. Clerk Samora provided additional information regarding the advertising process. Murphy requested a future agenda item to discuss the delay in Arboretum funding until 2030. More than three trustees expressed support for the request. Murphy raised concerns regarding the Tree Advisory Committee's attendance policy and requested a review of the resolution governing committees and commissions. Clerk Samora stated an updated ordinance regarding committees and commissions will be presented at the next meeting. Murphy reported on the recent Tree Advisory Committee meeting, including discussions regarding the Arboretum, proposed cemetery plantings, the removal of a tree at Town Park, and the committee's upcoming report to the Board of Trustees.

Trustee Grace reported on the recent PORT Committee tour of Town-owned parks and requested a future discussion on a data center moratorium.

Trustee Olbricht thanked Town staff for their work.

Trustee Wing thanked Trustee Grace for her recommendation to continue the Arboretum and Mountain Vista Park items from their original meeting date. Wing inquired about the new Work Session schedule. Administrator Kirk confirmed that a Work Session will be held every third Tuesday through the end of the year. Wing discussed the excess tax revenue for the fire district.

Mayor Pro-Tem Soricelli Albrecht requested an agenda item to discuss a golf cart pathway study. More than three trustees were in support of the idea.

Trustee Wing reported on the recent Longmont Cruise Night event.

Trustee Anderson reported on the upcoming Library Book Sale on August 15th, the Library Literary Festival September 19th-21st, and the Habitat for Humanity Hoedown Annual Gala on October 10th.

Trustee Murphy provided an update on recent conversations with CDOT regarding the 9th Street and Mountain Avenue crossing.

b. Mayor -

Mayor Karspeck reported on a meeting with county commissioners and the school district regarding a roadway tax and necessary courthouse expansions.

c. Staff - Town Administrator, Attorney

Staff did not share a report.

VII. Adjourn

The meeting was adjourned at 10:43 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

Proclamation

“Women’s Equality Day”

WHEREAS, on August 26, 1920, the 19th Amendment to the United States Constitution was certified, securing women’s right to vote and marking a historic victory in the long struggle for women’s equality; and

WHEREAS, Women’s Equality Day serves as a tribute to the generations of women who fought tirelessly, courageously, and relentlessly for the fundamental right to participate in our democracy; and

WHEREAS, the League of Women Voters, founded in 1920 just months before the ratification of the 19th Amendment, has stood at the forefront of the movement to protect and expand voting rights, promote civic engagement, and empower voters for over a century; and

WHEREAS, despite the progress made, barriers to equality and equitable representation persist in many areas of society, including pay equity, reproductive justice, representation in leadership roles and full access to the ballot; and

WHEREAS, we honor and continue the work of trailblazers like Sojourner Truth, Susan B. Anthony, Ida B. Wells, Alice Paul, and countless unnamed women – especially women of color – whose voices and leadership have shaped the course of history; and

WHEREAS, the League of Women Voters remains committed to advancing inclusive democracy, defending the right to vote, and ensuring that every voice is heard in the democratic process;

NOW, THEREFORE, we commemorate Women’s Equality Day, August 26, as a day to celebrate the importance of the women’s suffrage movement and the work to secure and expand equal rights today.

FURTHER, LET IT BE RESOLVED THAT, I William Karspeck, do hereby proclaim Wednesday, August 26th, 2026 as "Women’s Equality Day " in the Town of Berthoud.

Signed this 11th day of August 2026.

William Karspeck, Mayor

Board of Trustees Information



Utilities Department

Meeting Date:	August 11, 2026
Agenda Title/Subject:	Amendment No. 1 to Lease Agreement with Northern Water for Water Department Office
Type of Item:	Consent Agenda
Purpose:	Seek approval by Trustees
Presented by:	Ken Matthews

Attachments:

1. Northern Water Office Lease Agreement
2. Amendment No. 1 - Berthoud Northern Water Office Lease (v2)

Background:

In May of 2024, the Town entered into a lease agreement with Northern Water. The lease provided office space for the Water Department. This was needed as the team was growing and available office space at Town Hall was limited. The office space at Northern amounted to an approximately 2,800 SF temporary office building at the far SE corner of the campus. The office was originally used as temporary space by Northern during their recent campus expansion.

The original intent was to lease this office for a year and then month-to-month after that until we identified space for the Water team or purchase and move the office. Bids were solicited to move the building to the Public Works site but came in too high to justify the project.

This amendment extends the lease for up to 3 years, maintains the current lease rate, and provides provisions for early termination if necessary.

Update/Next Steps:

Approve amendment and execute by Town Administrator.

Fiscal Impact and Fund Source:

This lease expense has been budgeted in item 21-00-5047.01. The budget is being increased as part of the 2026 mid-year budget revisions.

Community Touchstones:

This short term lease is a prudent and sustainable way to provide temporary office space for a rapidly growing Water team until a permanent solution can be vetted, designed and constructed.

Recommended Action(s):

Staff recommends that this amendment be approved and the Town Administrator authorized to sign on behalf of the Town.

OFFICE LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the “Lease” or “Agreement”) is made and entered into as of May 17, 2024, by and between **Northern Colorado Water Conservancy District**, a quasi-municipal entity and political subdivision of the State of Colorado whose address is 220 Water Avenue, Berthoud, CO 80513 (hereinafter referred to as “Landlord”) and the **Town of Berthoud**, a municipal corporation of the State of Colorado whose address is 807 Mountain Avenue, Berthoud, Colorado 80513 (hereinafter referred to as “Tenant”).

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property and improvements being, lying and situated in Larimer County, Colorado, identified as the “NW Berthoud Campus Property” and depicted in **Exhibit A**, such real property having a street address of 220 Water Avenue, Berthoud, Colorado 80513 (“Property”); and

WHEREAS, upon the terms and conditions as contained herein, Landlord desires to lease to Tenant certain interior space within a building located on the Property known as “Modular 1,” a temporary modular building located on the Property as depicted on the attached **Exhibit B**, together with access to park cars in the lot adjacent to Modular 1 (“Premises”); and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. LEASE OF PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, for the Term and upon the terms and subject to the conditions of this Lease, the above-described Premises, reserving and excepting to Landlord the exclusive use of the exterior of the exterior walls, the roof and the area beneath the floor and above the ceiling of the Premises. Landlord further reserves the right to install, maintain, use and replace ducts, wires, conduits and pipes leading through the Premises in locations which will not materially interfere with Tenant’s use of the Premises. Landlord also reserves the right to access the Premises for maintenance, custodial, snow removal and security purposes but agrees to limit the ability to access the Premises to Landlord’s personnel that may require access for one of these purposes. Landlord’s lease of the Premises to Tenant includes the provision of office furniture, including chairs, desks, common-area furniture, and a small kitchenette with refrigerator. The lease does not include, and Tenant is required to provide for its own use in its discretion, computer equipment, printers, microwaves, coffee makers, and other movable furniture and appliances Tenant deems necessary for its use of the Premises. Tenant’s lease of the Premises shall be conditioned upon and be subject to Tenant’s continuing compliance with all terms and conditions of this Lease, all Laws governing the use of the Premises and the Project, and all reasonable rules and regulations from time to time established by Landlord and provided to Tenant in writing by Landlord from time to time.

2. TERM. The term of this Lease shall commence on **July 1, 2024**, and shall terminate **one (1) year later at 11:59 pm on June 30, 2025** (“Term”). The term of this Lease may be extended for additional monthly periods, at the same or a different rental rate as the initial Term, by mutual written agreement of Landlord and Tenant.

3. **RENT.** The total rent for the Term hereof is the sum of **\$57,600** payable on the first day of each month of the term, commencing July 1, 2024, in equal installments of **\$4,800**, first and last installments to be paid upon the due execution of this Agreement. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand. In the event Landlord and Tenant agree to an extension of the Term pursuant to Paragraph 2, such written agreement of extension shall specify the monthly rental rate applicable during the extended Term.

4. **POSSESSION AND CONDITION OF PREMISES.** Landlord shall deliver Tenant exclusive and peaceful possession of the Premises as of the commencement of the Term. Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. **TENANT ACKNOWLEDGES AND AGREES THAT THEY ARE LEASING THE PREMISES ON AN "AS IS" BASIS AND THAT THE LANDLORD HAS NOT MADE ANY REPRESENTATIONS, COVENANTS OR WARRANTIES RESPECTING THE CONDITION OF THE PREMISES, INCLUDING FITNESS FOR A PARTICULAR PURPOSE AND THAT TENANTS HAVE HAD THE OPPORTUNITY TO FULLY INSPECT AND REVIEW THE CONDITION OF THE PREMISES PRIOR TO EXECUTING THIS LEASE.**

5. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant for professional office purposes only for the governmental purposes of the Tenant. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for any other purpose. Landlord will provide necessary access keys to the office building for Tenant's use. If Tenant terminates an employee that has access to the Premises under this Lease, then Tenant will immediately collect any issued keys.

6. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations or improvements to the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **MAINTENANCE AND REPAIR; UTILITIES AND CUSTODIAL SERVICES.** Subject to the next sentence, Tenant will keep and maintain the Premises in a reasonably good and sanitary condition during the term of this Agreement and any renewal thereof, subject to ordinary wear and tear. Landlord will provide and pay for all utilities, regular custodial services, snow removal and routine maintenance and repair work for the Premises at no charge to Tenant, except that Tenant shall be responsible for providing its own network, wireless, and internet services; Landlord will cooperate with Tenant in its establishment of such network, wireless, and internet access.

9. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly unusable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time and the Parties shall have no further obligations hereunder except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered unusable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured

parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence, and the Agreement continue according to its terms.

10. ACCESS AND INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and for the purposes of making any repairs, additions, or alterations as may be deemed appropriate by Landlord for the preservation of the Premises.

11. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. SIGNS. Tenant may install signs on the Property or on the exterior of the Premises only with the prior written consent of the Landlord.

13. ASSIGNMENT AND SUBLETTING. Tenant has no right to assign or sublet the Premises.

14. SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. SUBJECT TO AUGUST 1, 2021, LEASE PURCHASE AGREEMENT. The parties acknowledge and agree that this Lease is a "sublease" for purposes of that Lease Purchase Agreement dated as of August 1, 2021, between BOKF, NA, solely in its capacity as trustee under the Indenture, as Lessor ("Trustee"), and Northern Colorado Water Conservancy District, as Lessee ("Lease Purchase Agreement"), which Lease Purchase Agreement is the subject of the Memorandum of Lease recorded on August 11, 2021, at Larimer County Reception No. 20210076278. This Lease is subject to the terms and conditions of the Lease Purchase Agreement and, except as otherwise provided in the Lease Purchase Agreement, shall automatically terminate upon a termination of the Lease Purchase Agreement; provided, however, that upon a termination of the Lease Purchase Agreement due to an Event of Default or an Event of Nonappropriation (as such terms are defined in the Lease Purchase Agreement), the Trustee may, upon notification to the sublessee (i.e., Tenant), keep any such sublease in full force and effect as a direct lease by the Trustee to Tenant. Tenant shall not cause the Property or the Premises to be used for any purpose which would cause Landlord to violate its tax covenant in Section 11.4 of the Lease Purchase Agreement. Landlord will furnish a copy of this Lease to the Trustee.

16. TENANT'S HOLD OVER. Unless Landlord and Tenant formally agree to an extension of the Term by written agreement as provided in Paragraph 2, if Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, then a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that monthly rent shall then be due and owing at double the rate charged under the last month of the Lease, and except that such tenancy shall be terminable upon thirty (30) days' written notice given by either party.

17. SURRENDER OF PREMISES. Upon the expiration of the Term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, broom clean, reasonable use and wear and tear thereof and damages by the elements excepted. Tenant shall repair all damage to the Premises caused by Tenant's removal of Tenant's property including but not limited to

spackling holes in walls and uniformly painting such. Tenant shall patch and refinish, to Landlord's satisfaction, all penetrations made by Tenant or its employees to the floor, walls, or ceiling of the Premises, whether such penetrations were made with Landlord's approval or not. Additionally, Tenant shall, prior to the expiration or sooner termination of this Lease, remove any improvements constructed or installed by Tenant that Landlord requests be so removed by Tenant (including but not limited to all cabling and wiring) and repair all damage caused by such removal. If the Premises are not surrendered to Landlord in the condition required, Landlord may, at Tenant's expense, make such repairs and replacements not so made. Tenant shall be liable to Landlord for all reasonable costs incurred by Landlord in returning the Premises to the required condition. If any personal property remains, or is left, at the Premises after the expiration or sooner termination of this Lease, then Landlord may, in its sole discretion, sell such personal property upon such terms and conditions as Landlord shall in its sole discretion decide. Landlord shall have all right, title and interest in and to all proceeds from said sale. Landlord may also discard, or otherwise dispose of such personal property and Landlord shall have no liability to Tenant or any other third party regarding such personal property. Tenant shall reimburse Landlord for any costs incurred in discarding such personal property. No act or thing done by Landlord or its agents during the term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is made in writing and signed by Landlord.

18. TENANT INSURANCE. Tenant will purchase and maintain, at its expense, the following insurance coverage:

- General Liability insurance to protect Landlord against any liability to the public or to any invitee, contractee, or sublessee of Tenant or Landlord incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, covering bodily injury and property damage liability. Said insurance policy shall be provided at Tenant's expense and shall name Landlord as additional insured (General Liability) and loss payee (Property—Special Form).
- Business or Commercial Automobile Liability insurance policy or policy for owned, hired, and non-owned vehicles with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Tenant shall provide Landlord proof of insurance at the time of execution of this Lease, and annually thereafter, or as otherwise may be reasonably requested by Landlord. Tenant hereby waives any claim for damages against Landlord for all losses and damages that are or should have been covered by such insurance if such policies were in place.

19. GOVERNMENTAL IMMUNITY: Nothing in this Lease shall constitute a waiver, in whole or in part, of the governmental immunities, rights, or protections provided to Landlord or Tenant by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to -120, or any successor or similar statutes of the State of Colorado.

20. ANNUAL APPROPRIATION: Consistent with Article X, §20 of the Colorado Constitution, any financial obligation of Landlord or Tenant under this Lease shall be subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year. To the extent that any of the parties' obligations under this Lease are deemed to constitute a multiple fiscal-year financial obligation, Landlord's and Tenant's performance will be conditioned upon annual appropriation by the respective parties' Board of Directors, in its sole discretion.

21. DEFAULT BY TENANT: The following events shall be deemed to be Events of Default under this Lease:

- 21.1 Tenant shall fail to pay when due and after three (3) day notice to Tenant from Landlord any sum of money becoming due to be paid to Landlord under this Lease, whether such sum be any installment of the rent reserved by this Lease, any other amount or payment or reimbursement to Landlord required by this Lease.
- 21.2 Other than a monetary default as set forth above, Tenant shall fail to comply with any term, provision or covenant of this Lease and shall not cure such failure within twenty (20) days after receipt of written notice of such failure from Landlord to Tenant.
- 21.3 Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only.

22. REMEDIES: Upon the occurrence of any of the Events of Default, Landlord shall have the option to terminate this Lease and Tenant's right to possess the Premises. Tenant shall surrender possession and vacate the premises immediately, and deliver possession thereof to Landlord, and shall be liable for any and all damages and losses that are or may be incurred by Landlord as a result of Tenant breaching the terms of this Agreement.

23. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Fifty and No/100 Dollars (\$50.00).

24. ABANDONMENT. If, at any time during the term of this Agreement, Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, terminate this Agreement without becoming liable to Tenant for damages or for any payment of any kind whatever. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

25. NOTICES. Any notice required to be delivered under this Lease shall be addressed to the intended recipient, by fully prepaid registered or certified United States Mail return receipt requested, and shall be deemed to be delivered when tendered for delivery to the addressee at its address set forth in this Lease, or at such other address as it has then last specified by written notice delivered in accordance with this provision.

26. ATTORNEY FEES. In the event any action is commenced to enforce the terms of this Lease, the prevailing party in such action shall be entitled to recover its attorney's fees and litigation costs from the non-prevailing party.

27. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office.

28. GOVERNING LAW. This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Colorado.

29. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be deemed by a court of competent jurisdiction to be invalid or unenforceable,

neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

30. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

31. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

32. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

33. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

34. COUNTERPARTS. This Lease may be executed in counterparts, each of which shall be deemed an original signature, and which collectively shall form one agreement.

LANDLORD:

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

DocuSigned by:
By: Bradley D. Wind
FC04741B7832F49C...

Title: General Manager

Dated: May 17, 2024

TENANT

TOWN OF BERTHOUD

By: 
Title: Town Administrator

Dated: 5/15/24

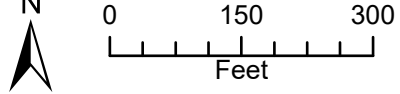


Exhibit A



-  Proposed Lease Area
-  NW Berthoud Campus Property

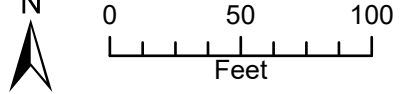


Exhibit B



 Exhibit A Lease Area

 NW Berthoud Campus Property

Certificate Of Completion

Envelope Id: 60A78DE36C4F41A9934936D0D80A2E1D

Status: Completed

Subject: Complete with DocuSign: Berthoud-NCWCD Office Space Lease 2024-05-09 v1 Final (CK Signed) 20240...

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Heather Ault

AutoNav: Enabled

220 Water Ave.

Envelope Stamping: Enabled

Berthoud, CO 80513

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

hault@northernwater.org

IP Address: 64.22.114.245

Record Tracking

Status: Original

Holder: Heather Ault

Location: DocuSign

5/15/2024 1:42:27 PM

hault@northernwater.org

Signer Events**Signature****Timestamp**

Bradley D. Wind

bwind@northernwater.org

General Manager

Northern Water

Security Level: Email, Account Authentication
(None)

DocuSigned by:



FC0471B7832F49C...

Sent: 5/15/2024 1:43:54 PM

Viewed: 5/17/2024 6:25:25 AM

Signed: 5/17/2024 6:27:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 162.142.36.5

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/17/2024 6:25:25 AM

ID: 771f541-5110-4871-b0e0-0f7702c55474

Company Name: Northern Colorado Water Conservancy District

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/15/2024 1:43:54 PM

Certified Delivered

Security Checked

5/17/2024 6:25:25 AM

Signing Complete

Security Checked

5/17/2024 6:27:20 AM

Completed

Security Checked

5/17/2024 6:27:20 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Northern Colorado Water Conservancy District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Northern Colorado Water Conservancy District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: generaldelivery@northernwater.org

To advise Northern Colorado Water Conservancy District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at generaldelivery@northernwater.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Northern Colorado Water Conservancy District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to generaldelivery@northernwater.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Northern Colorado Water Conservancy District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to generaldelivery@northernwater.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Northern Colorado Water Conservancy District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Northern Colorado Water Conservancy District during the course of your relationship with Northern Colorado Water Conservancy District.

**AMENDMENT NO. 1
TO
MAY 17, 2024
OFFICE LEASE AGREEMENT**

GENERAL

This Amendment No. 1 is made and entered into as of _____, 2026, by and between the Northern Colorado Water Conservancy District (“Northern Water”), as Lessor under an Office Lease Agreement dated May 17, 2024 (the “Lease”) and the Town of Berthoud, a municipal corporation of the State of Colorado, as Lessee under the Lease, and amends the Lease regarding extension of the term of the lease. All provisions of the Lease not specifically modified in this Amendment No. 1 shall remain in full force and effect in accordance with their terms.

DESCRIPTION OF CHANGES

Lessor, Lessee, and Assignee recognize that, pursuant to Paragraph 2 of the Lease, the primary term of the Lease terminated on June 30, 2025. The Lease was extended month-to-month in accordance with the terms of Paragraph 2.

The Parties wish to extend the term of the Lease without the need to execute monthly extensions as provided in Paragraph 2.

The Parties also wish to include a new Paragraph 35 to the Lease allowing either party to terminate the Lease prior to expiration of the extended term, with reasonable prior notice to the other party.

Consequently, Lessor, Lessee, and Assignee agree to amend the Lease as follows:

1. Modify Paragraph 2 of the Lease to provide that the Lease is extended for a further three (3) years, until July 1, 2029.
2. Add Paragraph 35 to the Lease as follows:

Either Party may terminate this Lease prior to expiration of its extended term on July 1, 2029, by providing at least thirty (30) days’ prior written notice to the other Party.

IN WITNESS WHEREOF, Northern Water and the Town of Berthoud have executed this Amendment No. 1 on the date first set out above.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

By: _____

Title: _____

Date: _____

TOWN OF BERTHOUD

By: _____

Title: _____

Date: _____

TOWN OF BERTHOUD AT A GLANCE

Monthly Report JUNE 2026

- Sales & Use Tax revenue is 7% **over** budget for the month of June; \$1,068,976 was received and \$970,812 was budgeted.
- Town Revenue through June including transfers between funds is 19% **under** budget for 2026.
- Town Expenditures through June are 35% **under** budget for 2026.

Sales Tax Review

JUNE	Berthoud Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined Total
2026	803,218.45	145,869.91	119,887.68	1,068,976.04
2025	707,159.72	159,936.29	244,291.42	1,071,669.46
2024	712,753.86	117,491.51	176,732.96	1,028,029.37
2023	639,847.50	157,907.95	79,304.24	862,131.85

SALES TAX YEAR-TO-DATE FOR 2026

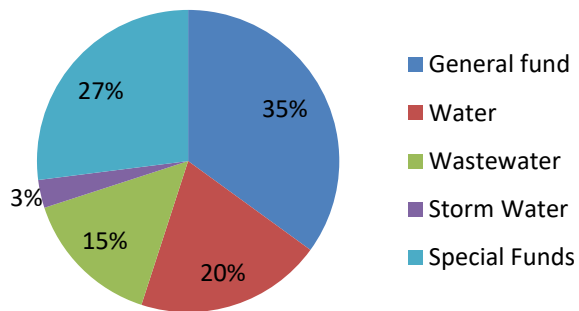
\$ 6,834,813.17

COMBINED STATEMENT OF REVENUES AND EXPENDITURES
JUNE 2026

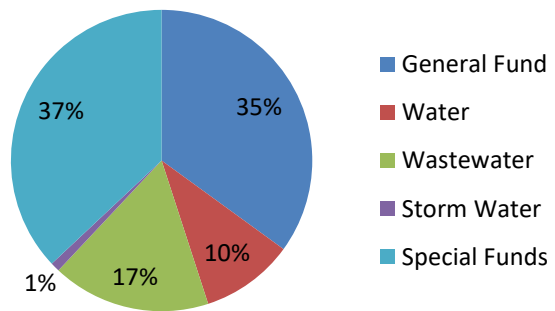
REVENUE	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	1,166,570	7,160,206	6,640,801	108%	54%
Water	614,873	4,239,991	4,215,815	101%	50%
Wastewater	537,224	3,197,172	7,593,665	42%	21%
Storm Water	122,551	710,003	517,300	137%	69%
Special Funds	1,061,172	5,508,720	6,605,296	83%	42%
TOTAL REVENUE	3,502,290	20,816,092	25,572,877	81%	41%
Capital Projects	2,045,833	12,275,000	26,275,000	47%	23%

EXPENDITURES	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	2,258,211	10,534,495	11,334,819	93%	46%
Water	595,302	3,164,463	9,056,972	35%	17%
Wastewater	884,175	5,118,543	11,504,985	44%	22%
Storm Water	8,123	115,259	1,395,645	8%	4%
Special Funds	2,061,785	11,507,352	13,756,068	84%	42%
TOTAL EXPENDITURES	5,807,596	30,440,112	47,048,489	65%	32%
Capital Projects	68,120	797,600	19,450,000	4%	2%

Revenue



Expenditures

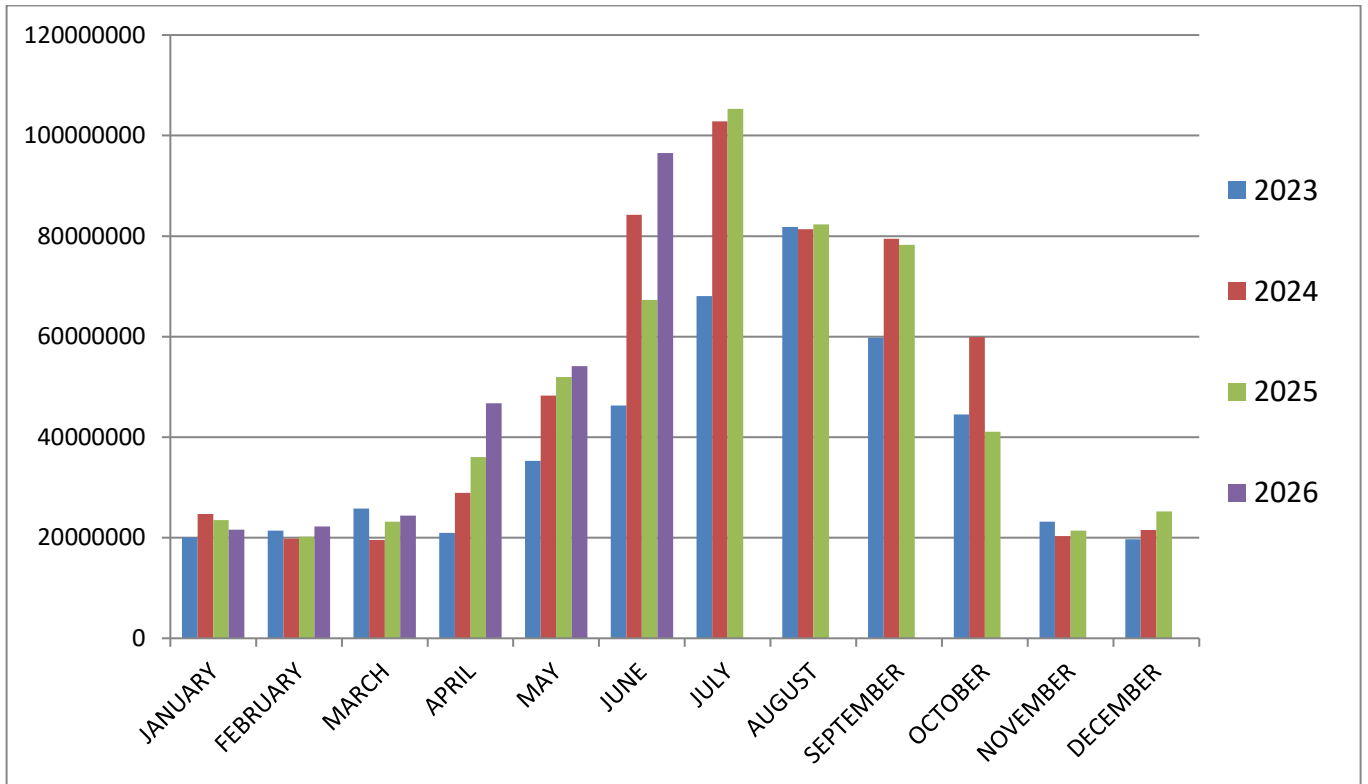


2026

	YEAR TO DATE TOTALS THRU JUNE 2026
Single Family Permits	106
Overall Permit Total	398
Water Gallons Billed	265,672,000
Passports	407
Cemetery	15 Funerals

Building Permit & Permit Valuation by Year & 2026 YTD					
	2022	2023	2024	2025	2026 YTD
Single-Family home permits	222	220	238	172	106
All permits (roofing, decks, additions, etc.)	809	748	1078	868	398
Total Permit Value	\$164,526,847	\$119,408,321	\$135,242,724	\$126,832,292	\$72,387,337

BERTHOUD WATER USAGE



Personnel Summary

	Full-time	Part-time	Seasonal
Administration	13	1	
Code Enforcement	2		
Economic Development	1		
Planning-Building	5	2	
Engineering	4		
Streets	5		
Recreation	4		
Rec Center	7	92	
Parks-Forestry	16		
BATS	1	1	
Water-Wastewater	9		

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



BILLS SUMMARY JUNE 2026 FINAL

BILLS ALLOWED

TOTAL BILLS	\$	2,518,677
NET PAYROLL	\$	415,255

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							
60126300							
06/26	06/01/2026	601263	Allstate	JUNE 2026	11-00-200400	Insurance Payable	1,004.67
60126301							
06/26	06/01/2026	601263	Guardian	JUNE 2026	11-00-200400	Insurance Payable	7,472.13
61526300							
06/26	06/15/2026	615263	CIGNA	JUNE 2026	11-00-200400	Insurance Payable	75,801.50
Total 1100200400:							84,278.30
1100420800							
81727							
06/26	06/15/2026	81727	Reynolds, Steve	610804	11-00-4208-00	Records Requests	40.00
Total 1100420800:							40.00
1100420900							
81731							
06/26	06/22/2026	81731	Block, Mya M Day	585964	11-00-4209-00	Restitution	500.00
Total 1100420900:							500.00
1100450100							
81734							
06/26	06/22/2026	81734	Smith, Christopher	588832	11-00-4501-00	Court-Fees	172.72
Total 1100450100:							172.72
1100465400							
81657							
06/26	06/08/2026	81657	Buckardt, Cindy	BUCKARDT	11-00-4654-00	Development Review	345.36
Total 1100465400:							345.36
1100465500							
81732							
06/26	06/22/2026	81732	HT Land Partners	SIGN DEPO	11-00-4655-00	Sign Deposit	.00
81733							
06/26	06/22/2026	81733	Klingbeil Capital Managem	SIGN DEPO	11-00-4655-00	Sign Deposit	700.00
81738							
06/26	06/23/2026	81738	Peak Investments	SIGN DEPO	11-00-4655-00	Sign Deposit	350.00
Total 1100465500:							1,050.00
1101500941							
81742							
06/26	06/30/2026	81742	GRACE, CASEY A	CML 2026	11-01-5009.41	Travel/Training-Board	766.29
Total 1101500941:							766.29
1101501001							
81511							
06/26	06/03/2026	81511	USPS-Berthoud	PO BOX 122	11-01-5010.01	Office Supplies-General Office	450.00
81655							
06/26	06/02/2026	81655	Xerox Business Solutions	Multiple	11-01-5010.01	Office Supplies-General Office	1,623.08
81707							
06/26	06/11/2026	81707	Culligan of Cheyenne	95334	11-01-5010.01	Office Supplies-General Office	85.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1101501001:							2,158.08
1101501101							
81652							
06/26	06/02/2026	81652	Voice Exchange (Paragon	60405-46037	11-01-5011.01	Telephone-General Office	44.80
Total 1101501101:							44.80
1101501501							
81626							
06/26	06/02/2026	81626	Healthiest You Inc	HY13475	11-01-5015.01	Insurance	1,122.00
81718							
06/26	06/15/2026	81718	BASIC	3768308	11-01-5015.01	Insurance	614.00
Total 1101501501:							1,736.00
1101502001							
81634							
06/26	06/02/2026	81634	Matrix Design Group, Inc	50433	11-01-5020.01	Professional Services-Admin	3,870.00
81651							
06/26	06/02/2026	81651	TS Worldwide	2026020009-	11-01-5020.01	Professional Services-Admin	9,000.00
Total 1101502001:							12,870.00
1101502103							
81514							
06/26	06/04/2026	81514	March & Olive, LLC	Multiple	11-01-5021.03	Municipal Judge	1,276.50
Total 1101502103:							1,276.50
1101503800							
81513							
06/26	06/04/2026	81513	Grandpa's Cafe	000010	11-01-5038.00	Administrative Expenses	1,430.00
81515							
06/26	06/04/2026	81515	Primetime Portables	8108	11-01-5038.00	Administrative Expenses	927.44
81659							
06/26	06/08/2026	81659	Johnson, Anne	6158000084	11-01-5038.00	Administrative Expenses	138.83
81663							
06/26	06/09/2026	81663	Smokin' Wheels BBQ	000040	11-01-5038.00	Administrative Expenses	950.00
81703							
06/26	06/09/2026	81703	Grauberger, Samuel	6/4/2026	11-01-5038.00	Administrative Expenses	143.75
81729							
06/26	06/16/2026	81729	Joyful Brews	061726	11-01-5038.00	Administrative Expenses	90.00
Total 1101503800:							3,680.02
1101504003							
81764							
06/26	06/17/2026	81764	Bell, Boge & Associates	42864	11-01-5040.03	Attorney-Municipal Court	1,539.28
Total 1101504003:							1,539.28
1101504103							
81794							
06/26	06/22/2026	81794	Left Hand Language Soluti	1176	11-01-5041.03	Court Expenses	300.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1101504103:							300.00
1101504501							
81625							
06/26	06/02/2026	81625	Hays Market	MAY 2026	11-01-5045.01	Safety Committee	100.59
Total 1101504501:							100.59
1101504801							
80379							
06/26	06/25/2026	80379	Berthoud Physical Therapy	100	11-01-5048.01	Wellness Committee	200.00-
Total 1101504801:							200.00-
1101509501							
81687							
06/26	06/04/2026	81687	Anchor Network Solutions,	Multiple	11-01-5095.01	Computer Maintenance/Replace	4,978.35
81766							
06/26	06/17/2026	81766	Insight Public Sector, Inc.	11013915448	11-01-5095.01	Computer Maintenance/Replace	3,366.30
Total 1101509501:							8,344.65
1101525201							
81740							
06/26	06/30/2026	81740	DJ Drake Entertainment, L	2026	11-01-5252.01	Community Events	850.00
81745							
06/26	06/30/2026	81745	Open Stage Denver	2026 BALAN	11-01-5252.01	Community Events	4,275.00
81749							
06/26	06/30/2026	81749	Bounce O'Clock Rentals	2026	11-01-5252.01	Community Events	1,125.00
Total 1101525201:							6,250.00
1102501801							
81664							
06/26	06/11/2026	81664	Ellies Little Farm	483	11-02-5018.01	Public Events	850.00
Total 1102501801:							850.00
1102503404							
81639							
06/26	06/02/2026	81639	NOCO Humane	1065	11-02-5034.04	Animal Control	3,737.58
Total 1102503404:							3,737.58
1102522104							
81512							
06/26	06/04/2026	81512	Foley Boyz Lawn Care LLC	4118311	11-02-5221.04	Abatement of Property	155.00
81799							
06/26	06/22/2026	81799	Spartan Towing & Recover	T1347	11-02-5221.04	Abatement of Property	375.00
Total 1102522104:							530.00
1103501101							
81706							
06/26	06/11/2026	81706	Complete Wireless Technol	69802	11-03-5011.01	Telephone	165.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1103501101:							165.00
1103501202							
81797							
06/26	06/22/2026	81797	Poudre Valley REA	JUNE2026	11-03-5012.02	Utilities-Street Lights	8,524.93
Total 1103501202:							8,524.93
1103501406							
81767							
06/26	06/17/2026	81767	Kwik Korner	MAY2026	11-03-5014.06	Gas & Oil	2,127.26
Total 1103501406:							2,127.26
1103502106							
81632							
06/26	06/02/2026	81632	Mainstreet Car Care & Qui	Multiple	11-03-5021.06	Light Duty Veh/Equip Maint	606.69
Total 1103502106:							606.69
1103503602							
81635							
06/26	06/02/2026	81635	MGS Incorporated	265285	11-03-5036.02	Heavy Duty Veh/Equip Maint	651.40
81638							
06/26	06/02/2026	81638	Next Level Corp	M2050	11-03-5036.02	Heavy Duty Veh/Equip Maint	1,172.34
Total 1103503602:							1,823.74
1103504102							
81630							
06/26	06/02/2026	81630	Loveland Barricade LLC	28742	11-03-5041.02	Equipment Rental	29.26
Total 1103504102:							29.26
1103504506							
81667							
06/26	06/11/2026	81667	Republic Services	Multiple	11-03-5045.06	Shop Operations	633.04
81708							
06/26	06/11/2026	81708	DH Pace Company	SVC/272-615	11-03-5045.06	Shop Operations	1,172.00
Total 1103504506:							1,805.04
1103504601							
81747							
06/26	06/30/2026	81747	Stoppel, Clifford	UNIFORM 6-	11-03-5046.01	Uniforms	114.84
Total 1103504601:							114.84
1103504704							
81785							
06/26	06/22/2026	81785	Trinity Group Companies	29390-IN	11-03-5047.04	Signs & Signage	6,446.60
Total 1103504704:							6,446.60
1104502023							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81640							
06/26	06/02/2026	81640	Northern Colorado Sports	Multiple	11-04-5020.23	Officials-Youth Softball	1,535.00
81724							
06/26	06/15/2026	81724	Northern Colorado Sports	Multiple	11-04-5020.23	Officials-Youth Softball	880.00
Total 1104502023:							2,415.00
1104504609							
81636							
06/26	06/02/2026	81636	MI Sports and Casuals	Multiple	11-04-5046.09	Uniforms-Track/Cross Country	1,653.40
Total 1104504609:							1,653.40
1104504823							
81628							
06/26	06/02/2026	81628	IPGSA	2026	11-04-5048.23	Team Fees-Youth Softball	960.00
Total 1104504823:							960.00
1106512006							
81608							
06/26	06/02/2026	81608	Arcana House	SIGN GRAN	11-06-5120.06	Grants for Business Facade Imp	1,336.60
81726							
06/26	06/15/2026	81726	Redzone & Muddy Mutt	47403	11-06-5120.06	Grants for Business Facade Imp	4,000.00
Total 1106512006:							5,336.60
1107501101							
81744							
06/26	06/30/2026	81744	Hilltop Broadband	325865	11-07-5011.01	Telephone	259.84
Total 1107501101:							259.84
1107501209							
81713							
06/26	06/11/2026	81713	Poudre Valley REA	JUNE26	11-07-5012.09	Utilities-facilities/gen parks	1,774.77
Total 1107501209:							1,774.77
1107501309							
81771							
06/26	06/17/2026	81771	Cardmember Service	MAY2026	11-07-5013.09	Vehicle Maint-General Park	29,987.44
Total 1107501309:							29,987.44
1107504601							
81721							
06/26	06/15/2026	81721	Garcia Villarreal, Kevin	UNIFORM 5-	11-07-5046.01	Uniforms	77.01
81741							
06/26	06/30/2026	81741	Garcia Villarreal, Kevin	UNIFORM 6-	11-07-5046.01	Uniforms	48.71
81775							
06/26	06/22/2026	81775	Gonzo Screen Printing	12873	11-07-5046.01	Uniforms	1,345.16
Total 1107504601:							1,470.88
1107504804							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81711							
06/26	06/11/2026	81711	Metro Fence Company	2025-147-03	11-07-5048.04	Ballfield Maintenance	655.20
Total 1107504804:							655.20
1107505709							
81709							
06/26	06/11/2026	81709	Integrated Site Services In	4020	11-07-5057.09	Repair/Supplies-General Park	1,312.50
81715							
06/26	06/11/2026	81715	Uline	Multiple	11-07-5057.09	Repair/Supplies-General Park	3,123.52
Total 1107505709:							4,436.02
1107505710							
81796							
06/26	06/22/2026	81796	Northern Co Pest & Wildlife	Multiple	11-07-5057.10	Repair/Supplies-Farm Lease	19,314.91
Total 1107505710:							19,314.91
1107505902							
81800							
06/26	06/22/2026	81800	Vector Disease Control Inte	Multiple	11-07-5059.02	Insect Control	15,986.24
Total 1107505902:							15,986.24
1108521502							
81691							
06/26	06/04/2026	81691	ProCode, Inc.	3914175	11-08-5215.02	Contract Inspections	37,308.93
Total 1108521502:							37,308.93
1110513100							
81780							
06/26	06/22/2026	81780	Nine dot Arts	00003498	11-10-5131.00	Public arts projects	2,625.00
Total 1110513100:							2,625.00
1111502301							
81615							
06/26	06/02/2026	81615	Chronicle Heritage	9217	11-11-5023.01	Historic Pres. Support	21,967.86
Total 1111502301:							21,967.86
1111518902							
81705							
06/26	06/11/2026	81705	Baseline Engineering Corp.	MAY2026	11-11-5189.02	DEVELOPMENT REVIEW	4,246.75
81714							
06/26	06/11/2026	81714	Prairie Mountain Media	454586	11-11-5189.02	DEVELOPMENT REVIEW	34.80
Total 1111518902:							4,281.55
1112501702							
81616							
06/26	06/02/2026	81616	Clear Shine Window Cleani	16993	11-12-5017.02	Building Maintenance-Maint	30.00
Total 1112501702:							30.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1112503901							
81611							
06/26	06/02/2026	81611	Berthoud Village Shopping	JUNE 2026	11-12-5039.01	HOA Fees	4,395.23
Total 1112503901:							4,395.23
1114500901							
81658							
06/26	06/08/2026	81658	Gabbard, Nathan	HILTON 2026	11-14-5009.01	Educ/Travel-Engineering	1,111.34
Total 1114500901:							1,111.34
1114502001							
81774							
06/26	06/22/2026	81774	Fehr & Peers	196155	11-14-5020.01	Prof Serv-Engineering	2,595.00
Total 1114502001:							2,595.00
2000504002							
81631							
06/26	06/02/2026	81631	Lyons Gaddis	APRIL 2026	20-00-5040.02	Attorney Fees	13,333.05
81779							
06/26	06/22/2026	81779	Lyons Gaddis	MAY2026	20-00-5040.02	Attorney Fees	10,156.00
Total 2000504002:							23,489.05
2000510103							
81700							
06/26	06/09/2026	81700	Ramey Environmental	Multiple	20-00-5101.03	Reservoir Mgt/Maint	85,177.54
Total 2000510103:							85,177.54
2000510302							
81646							
06/26	06/02/2026	81646	Spheros Environmental	Multiple	20-00-5103.02	Consultant Fees	24,556.60
Total 2000510302:							24,556.60
2100441000							
81399							
06/26	06/03/2026	81399	MATTERO, GUISEPPE &	9432.4	21-00-4410-00	Sale of Water	94.53
81656							
06/26	06/03/2026	81656	SMITH, AMANDA & ABIGA	11373.2	21-00-4410-00	Sale of Water	96.08
81669							
06/26	06/03/2026	81669	SCHIMPF COVALT, SABRI	2074.2	21-00-4410-00	Sale of Water	159.79
81670							
06/26	06/03/2026	81670	SCHNEIDER, STEPHEN	11799.2	21-00-4410-00	Sale of Water	130.39
81671							
06/26	06/03/2026	81671	NICHOLS, JAN	482.3	21-00-4410-00	Sale of Water	70.90
81672							
06/26	06/03/2026	81672	DEREMER, ELLIOT & TAY	11569.2	21-00-4410-00	Sale of Water	153.16
81673							
06/26	06/03/2026	81673	HANCOCK, KIMBAL F & K	1272.4	21-00-4410-00	Sale of Water	123.64
81674							
06/26	06/03/2026	81674	STASTNY, YAN & MAGGIE	10701.1	21-00-4410-00	Sale of Water	135.24
81675							
06/26	06/03/2026	81675	FOSTER. THOMAS R	9347.3	21-00-4410-00	Sale of Water	66.06

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81676							
06/26	06/03/2026	81676	FRANCIS, ROBERT S & S	9664.2	21-00-4410-00	Sale of Water	108.95
81677							
06/26	06/03/2026	81677	MCCLURE, JONELLE	10648.3	21-00-4410-00	Sale of Water	95.27
81678							
06/26	06/03/2026	81678	OPENDOOR PROPERTY	9925.2	21-00-4410-00	Sale of Water	37.56
81679							
06/26	06/03/2026	81679	MAYEDA, JOSEPHINE	11154.2	21-00-4410-00	Sale of Water	102.77
81680							
06/26	06/03/2026	81680	KEEN, TAYLOR	10658.3	21-00-4410-00	Sale of Water	101.46
81681							
06/26	06/03/2026	81681	KEITH, DANIEL & NANCY	11723.2	21-00-4410-00	Sale of Water	115.32
81682							
06/26	06/16/2026	81682	BRADBURY, GEOFFREY	10172.2	21-00-4410-00	Sale of Water	104.96
81683							
06/26	06/16/2026	81683	SCHIMPF COVALT, SABRI	2074.2 B	21-00-4410-00	Sale of Water	20.00
81684							
06/26	06/30/2026	81684	Grace Place	HM1187	21-00-4410-00	Sale of Water	2,237.30
Total 2100441000:							3,953.38
2100501005							
81746							
06/26	06/30/2026	81746	Quadient Finance USA, Inc	063026	21-00-5010.05	Office Supplies- Utility Billi	1,430.00
Total 2100501005:							1,430.00
2100501101							
81627							
06/26	06/02/2026	81627	Hilltop Broadband	317483	21-00-5011.01	Telephone	205.04
81736							
06/26	06/23/2026	81736	Comcast	275319054	21-00-5011.01	Telephone	510.00
Total 2100501101:							715.04
2100501301							
81701							
06/26	06/09/2026	81701	University Auto Parts-NAP	Multiple	21-00-5013.01	Vehicle Maintenance	705.48
Total 2100501301:							705.48
2100501801							
81787							
06/26	06/22/2026	81787	Advanced Direct Marketing	Multiple	21-00-5018.01	Publications.Legal Notices	1,481.30
Total 2100501801:							1,481.30
2100504004							
81614							
06/26	06/02/2026	81614	Central Weld County Water	1662	21-00-5040.04	Attorney	388.44
81694							
06/26	06/09/2026	81694	Central Weld County Water	1646	21-00-5040.04	Attorney	178.75
Total 2100504004:							567.19
2100504601							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81661							
06/26	06/08/2026	81661	Steuben, Cody	UNIFORM 6-	21-00-5046.01	Uniforms	197.18
81719							
06/26	06/15/2026	81719	Calderon, Armando	UNIFORM 6-	21-00-5046.01	Uniforms	69.51
Total 2100504601:							266.69
2100504701							
81641							
06/26	06/02/2026	81641	Northern Water	JUNE 2026	21-00-5047.01	Rental of Office Space	4,800.00
Total 2100504701:							4,800.00
2100505702							
81791							
06/26	06/22/2026	81791	Gopher Excavation Inc	Multiple	21-00-5057.02	Repair, Maint, Supp Dist	29,042.50
Total 2100505702:							29,042.50
2100505703							
81623							
06/26	06/02/2026	81623	Grainger	Multiple	21-00-5057.03	Repair, Maint, Supp Treat	3,657.24
81697							
06/26	06/09/2026	81697	Goble Sampson Associate	13650	21-00-5057.03	Repair, Maint, Supp Treat	1,440.00
81793							
06/26	06/22/2026	81793	Hach Co.	15041125	21-00-5057.03	Repair, Maint, Supp Treat	1,406.77
Total 2100505703:							6,504.01
2100506003							
81698							
06/26	06/09/2026	81698	Nalco Company LLC	Multiple	21-00-5060.03	Chemicals-Treatment	54,102.44
81798							
06/26	06/22/2026	81798	PVS DX INC	737001657-2	21-00-5060.03	Chemicals-Treatment	7,547.79
Total 2100506003:							61,650.23
2100508103							
81649							
06/26	06/02/2026	81649	Timber Line Electric & Cont	22995	21-00-5081.03	SCADA	1,570.00
Total 2100508103:							1,570.00
2100510802							
81695							
06/26	06/09/2026	81695	Colorado Analytical Labs, I	Multiple	21-00-5108.02	Lab Testing	6,650.40
Total 2100510802:							6,650.40
2100510902							
81696							
06/26	06/09/2026	81696	Core & Main	Multiple	21-00-5109.02	Meters-repairs	5,871.35
Total 2100510902:							5,871.35
2100527702							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81633							
06/26	06/02/2026	81633	Martin/Martin Inc.	Multiple	21-00-5277.02	Distribution System Improve	21,620.00
Total 2100527702:							21,620.00
2100527703							
81653							
06/26	06/02/2026	81653	Wesco Construction and S	3	21-00-5277.03	Plant improvements	83,986.59
Total 2100527703:							83,986.59
2300501005							
81507							
06/26	06/01/2026	81507	Digital Print Resources Inc	22442	23-00-5010.05	Office Supplies- Utility Billi	2,996.00
Total 2300501005:							2,996.00
2300501101							
81619							
06/26	06/02/2026	81619	Comcast	271213527	23-00-5011.01	Telephone-Main Plant	1,807.34
81735							
06/26	06/23/2026	81735	CenturyLink	JUNE 2026	23-00-5011.01	Telephone-Main Plant	441.49
81788							
06/26	06/22/2026	81788	Comcast	JUNE2026	23-00-5011.01	Telephone-Main Plant	191.23
Total 2300501101:							2,440.06
2300501201							
81690							
06/26	06/04/2026	81690	Poudre Valley REA	MAY26-3	23-00-5012.01	Utilities-Main Plant	15,923.81
81704							
06/26	06/11/2026	81704	AGFINITY INC	Multiple	23-00-5012.01	Utilities-Main Plant	3,709.95
81768							
06/26	06/17/2026	81768	Little Thompson Water Dist	MAY2026-2	23-00-5012.01	Utilities-Main Plant	385.45
Total 2300501201:							20,019.21
2300501202							
81654							
06/26	06/02/2026	81654	XCEL Energy	979356504	23-00-5012.02	Utilities-Regional	1,357.90
81748							
06/26	06/30/2026	81748	XCEL Energy	983578932	23-00-5012.02	Utilities-Regional	1,619.14
Total 2300501202:							2,977.04
2300501203							
81689							
06/26	06/04/2026	81689	Little Thompson Water Dist	MAY26	23-00-5012.03	Utilities	138.39
81710							
06/26	06/11/2026	81710	Little Thompson Water Dist	MAY2026	23-00-5012.03	Utilities	4,658.81
Total 2300501203:							4,797.20
2300505401							
81665							
06/26	06/11/2026	81665	Republic Services	Multiple	23-00-5054.01	Trash	569.91

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 2300505401:							569.91
2300505701							
81622							
06/26	06/02/2026	81622	Envirotech	CD20261259	23-00-5057.01	Repair, Maint. & Supplies-Main	2,644.65
81776							
06/26	06/22/2026	81776	Greeley Lock & Key	222213174	23-00-5057.01	Repair, Maint. & Supplies-Main	1,215.00
81782							
06/26	06/22/2026	81782	Ramey Environmental	Multiple	23-00-5057.01	Repair, Maint. & Supplies-Main	19,927.38
Total 2300505701:							23,787.03
2300505703							
81702							
06/26	06/09/2026	81702	Utility Notification Center of	226050159	23-00-5057.03	Repair, Maint. & Supplies-Lift	623.74
81712							
06/26	06/11/2026	81712	Norfield Development Part	3576	23-00-5057.03	Repair, Maint. & Supplies-Lift	.00
81752							
06/26	06/11/2026	81752	Norfield Development Part	3576	23-00-5057.03	Repair, Maint. & Supplies-Lift	1,826.20
Total 2300505703:							2,449.94
2300511004							
81720							
06/26	06/15/2026	81720	CDPHE	WB26117782	23-00-5110.04	Plant Permit	809.05
Total 2300511004:							809.05
2300511401							
81648							
06/26	06/02/2026	81648	TerraGenesis	Multiple	23-00-5114.01	Sludge Hauling-Main Plant	9,312.50
81784							
06/26	06/22/2026	81784	TerraGenesis	J000766	23-00-5114.01	Sludge Hauling-Main Plant	3,666.76
Total 2300511401:							12,979.26
2300512903							
81642							
06/26	06/02/2026	81642	OmniSite	106856	23-00-5129.03	Lift Station Maintenance	200.07
Total 2300512903:							200.07
2300513803							
81769							
06/26	06/17/2026	81769	Paul's Plumbing & Heating	Multiple	23-00-5138.03	T.V. Lines/Line Cleaning	17,097.40
Total 2300513803:							17,097.40
2300543006							
81783							
06/26	06/22/2026	81783	RESPEC Company LLC	05261236	23-00-5430.06	Lift Station Projects	12,336.74
Total 2300543006:							12,336.74
2400501900							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
630261851							
06/26	06/30/2026	630261	Alfa Construction LLC	JUNE 2026	24-00-5019.00	ALFA Line Reimbursement	4,400.00
Total 2400501900:							4,400.00
2400527000							
81693							
06/26	06/09/2026	81693	BMcD/Moltz	18	24-00-5270.00	Phase 1a 1b Improvements	846,545.00
Total 2400527000:							846,545.00
2400527100							
81508							
06/26	06/01/2026	81508	James H Parsons Jr	TOB 1ST ST	24-00-5271.00	1st Street Sewer Upgrade	191,266.00
Total 2400527100:							191,266.00
2800441500							
81737							
06/26	06/23/2026	81737	SOPRIS DEVELOPMENT	26BER-0024	28-00-4415-00	Storm Water Inspection Fee	1,260.00
Total 2800441500:							1,260.00
2900526102							
81624							
06/26	06/02/2026	81624	Hardline Equipment	42216611	29-00-5261.02	Sweeper Parts	759.00
Total 2900526102:							759.00
3100520701							
81643							
06/26	06/02/2026	81643	Renner Sports	10907	31-00-5207.01	Pioneer Park	8,000.00
81688							
06/26	06/04/2026	81688	Jones Excavating & Plumbi	5900	31-00-5207.01	Pioneer Park	7,190.00
Total 3100520701:							15,190.00
3100525000							
81772							
06/26	06/22/2026	81772	Baseline Engineering Corp.	36443	31-00-5250.00	North Berthoud Parkway Trail	242.00
Total 3100525000:							242.00
3300515200							
81509							
06/26	06/03/2026	81509	Berthoud Village Shopping	50% TI	33-00-5152.00	Town Hall Building	74,000.00
Total 3300515200:							74,000.00
3400504601							
81660							
06/26	06/08/2026	81660	Koons, Brandon	UNIFORM 6-	34-00-5046.01	Uniforms	167.34
81739							
06/26	06/30/2026	81739	Calhoun, Richard	UNIFORM 6-	34-00-5046.01	Uniforms	254.90
Total 3400504601:							422.24

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
3400505801							
81699							
06/26	06/09/2026	81699	Professional Tree & Turf E	Multiple	34-00-5058.01	Equipment Maintenance	6,072.44
Total 3400505801:							6,072.44
3400507202							
81644							
06/26	06/02/2026	81644	Schra Tree Care	40644	34-00-5072.02	Tree Maint.-Parks	2,250.00
81647							
06/26	06/02/2026	81647	Sunbelt Rentals Inc	183710917-0	34-00-5072.02	Tree Maint.-Parks	450.00
Total 3400507202:							2,700.00
3400507703							
81510							
06/26	06/03/2026	81510	Ferre, Olivia	TREE COST	34-00-5077.03	Tree Replacement	299.98
81516							
06/26	06/09/2026	81516	Bill, John	2	34-00-5077.03	Tree Replacement	400.00
81730							
06/26	06/22/2026	81730	Bauder, Sam	3	34-00-5077.03	Tree Replacement	329.24
Total 3400507703:							1,029.22
3400508004							
81612							
06/26	06/02/2026	81612	Bio-mechanics Ilc	1618	34-00-5080.04	EAB Response/Treatment	1,643.28
81692							
06/26	06/09/2026	81692	Bio-mechanics Ilc	001621	34-00-5080.04	EAB Response/Treatment	2,961.43
Total 3400508004:							4,604.71
3600430600							
81809							
06/26	06/30/2026	81809	Larimer County Sales Tax	JUNE 2026	36-00-4306-00	County Open Space Revenue	28,231.71
Total 3600430600:							28,231.71
3600526500							
81786							
06/26	06/22/2026	81786	XCEL Energy	MAY 2026	36-00-5265.00	Jaskowski Property Maint.	1,000.26
Total 3600526500:							1,000.26
3700505702							
81645							
06/26	06/02/2026	81645	SiteOne Landscape Supply	Multiple	37-00-5057.02	Repair & Maintenance	305.55
81792							
06/26	06/22/2026	81792	Green Hills Sod Farm Inc	82323	37-00-5057.02	Repair & Maintenance	187.50
Total 3700505702:							493.05
3900501302							
81637							
06/26	06/02/2026	81637	Mobile Wrench	Multiple	39-00-5013.02	Vehicle Maintenance	2,084.75

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 3900501302:							2,084.75
3900524701							
81725							
06/26	06/15/2026	81725	Passio Technologies LLC-	220583	39-00-5247.01	Software	110.25
Total 3900524701:							110.25
5100461000							
81808							
06/26	06/30/2026	81808	Town of Johnstown	JUNE 2026	51-00-4610-00	Sales Tax Revenue	6,260.97
Total 5100461000:							6,260.97
5100501201							
81716							
06/26	06/11/2026	81716	XCEL Energy	MAY26-2	51-00-5012.01	Utilities	407.72
Total 5100501201:							407.72
5100503800							
81722							
06/26	06/15/2026	81722	Jenkins, Michael	594	51-00-5038.00	Sidewalk Improvements	4,900.00
81723							
06/26	06/15/2026	81723	Luhring, James	104	51-00-5038.00	Sidewalk Improvements	600.00
81728							
06/26	06/15/2026	81728	Worster, Pam	1034	51-00-5038.00	Sidewalk Improvements	1,500.00
81743							
06/26	06/30/2026	81743	Heffner, Kristi	243	51-00-5038.00	Sidewalk Improvements	900.00
81789							
06/26	06/22/2026	81789	Concrete Pride LLC.	Multiple	51-00-5038.00	Sidewalk Improvements	89,972.13
Total 5100503800:							97,872.13
5100523900							
81620							
06/26	06/02/2026	81620	Coulson Excavating Co Inc	TIPTON 2	51-00-5239.00	Street Improvements	190,671.51
Total 5100523900:							190,671.51
5201501101							
81610							
06/26	06/02/2026	81610	AT&T Mobility	MAY 2026	52-01-5011.01	Telephone/Internet	975.84
81760							
06/26	06/11/2026	81760	Hilltop Broadband	321730	52-01-5011.01	Telephone/Internet	420.84
Total 5201501101:							1,396.68
5201501201							
81763							
06/26	06/11/2026	81763	XCEL Energy	MAY26-3	52-01-5012.01	Utilities	19,929.11
Total 5201501201:							19,929.11
5201502004							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
81662							
06/26	06/08/2026	81662	Xerox Business Solutions	6193229	52-01-5020.04	Purchased Services	33.24
Total 5201502004:							33.24
5201504001							
81765							
06/26	06/17/2026	81765	Hoffmann, Parker, Wilson	MAY2026	52-01-5040.01	Attorney Fees	36,706.45
Total 5201504001:							36,706.45
5201505404							
81666							
06/26	06/11/2026	81666	Republic Services	Multiple	52-01-5054.04	Trash Service	849.74
Total 5201505404:							849.74
5201524701							
81758							
06/26	06/11/2026	81758	Dash Platform, LLC	01696877	52-01-5247.01	Computer Software	1,643.92
Total 5201524701:							1,643.92
5202510201							
81629							
06/26	06/02/2026	81629	Lefthand Printworks	4163	52-02-5102.01	Supplies/Equipment	15.89
81778							
06/26	06/22/2026	81778	Lefthand Printworks	4189	52-02-5102.01	Supplies/Equipment	100.00
Total 5202510201:							115.89
5203501401							
630263022							
06/26	06/30/2026	630263	WEX BANK	JUNE 2026	52-03-5014.01	Fuel	4,199.04
Total 5203501401:							4,199.04
5203501701							
81790							
06/26	06/22/2026	81790	DNI Heating/A.C./Refrigerator	5088919173	52-03-5017.01	Building Maintenance/Repair	8,912.00
Total 5203501701:							8,912.00
5203502004							
81795							
06/26	06/22/2026	81795	Long Building Technologies	0015873	52-03-5020.04	Purchased Services	820.00
Total 5203502004:							820.00
5203505701							
81759							
06/26	06/11/2026	81759	Denver Fire Alarm	4350	52-03-5057.01	Equipment Maintenance/Repair	1,125.00
81762							
06/26	06/11/2026	81762	Powers Products	8288	52-03-5057.01	Equipment Maintenance/Repair	575.00
Total 5203505701:							1,700.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
5203508904							
81757							
06/26	06/11/2026	81757	C & B Cleaning	052	52-03-5089.04	Janitor Service	5,512.50
Total 5203508904:							5,512.50
5203510201							
81777							
06/26	06/22/2026	81777	HD Supply formerly Home	Multiple	52-03-5102.01	Supplies/Equipment	4,360.20
Total 5203510201:							4,360.20
5205506001							
81650							
06/26	06/02/2026	81650	Treatment Technology	Multiple	52-05-5060.01	Chemicals	6,120.23
Total 5205506001:							6,120.23
5206502004							
81781							
06/26	06/22/2026	81781	Push Pedal Pull, Inc	Multiple	52-06-5020.04	Purchased Services	1,235.88
Total 5206502004:							1,235.88
5240570100							
81621							
06/26	06/02/2026	81621	DBC Irrigation Supply	Multiple	52-40-5701.00	Waggener Farm Park maint	2,074.81
Total 5240570100:							2,074.81
5240570200							
81613							
06/26	06/02/2026	81613	Bolderscapes	26-061	52-40-5702.00	Berthoud Bike Park maint	12,500.00
81617							
06/26	06/02/2026	81617	Colorado Barricade Co	Multiple	52-40-5702.00	Berthoud Bike Park maint	2,472.21
81618							
06/26	06/02/2026	81618	Colorado Portables	49792	52-40-5702.00	Berthoud Bike Park maint	345.00
81761							
06/26	06/11/2026	81761	Mountain View Commercial	Multiple	52-40-5702.00	Berthoud Bike Park maint	7,458.77
Total 5240570200:							22,775.98
6002502001							
81609							
06/26	06/02/2026	81609	Asher Architects + Enginee	24-C72.7	60-02-5020.01	Downtown-concept plan	32,529.44
Total 6002502001:							32,529.44
6004502002							
81773							
06/26	06/22/2026	81773	DTJ Design	71591	60-04-5020.02	Richardson-design	114,063.89
Total 6004502002:							114,063.89
Grand Totals:							2,518,676.96

June 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	\$ 737,035.71	\$ 4,555,940.47	\$ 4,734,649.50	\$ 9,469,299.00	96.2%
LICENSES & PERMITS	\$ 24,694.76	\$ 104,922.52	\$ 100,776.50	\$ 201,553.00	104.1%
INTERGOVERNMENTAL REVENUE	\$ 64,675.39	\$ 343,739.47	\$ 326,217.00	\$ 652,434.00	105.4%
FINES	\$ 5,100.00	\$ 27,005.00	\$ 17,062.50	\$ 34,125.00	158.3%
MISCELLANEOUS	\$ 252,298.87	\$ 1,495,780.53	\$ 976,287.50	\$ 1,952,575.00	153.2%
TRANSFERS	\$ 51,977.50	\$ 311,386.77	\$ 318,907.50	\$ 637,815.00	97.6%
PROPERTY SALES & DONATIONS & INS CLAIM	\$ -	\$ -	\$ -	\$ -	0.0%
RECREATION	\$ 6,193.55	\$ 169,308.32	\$ 103,300.00	\$ 206,600.00	163.9%
PARKS	\$ 2,311.75	\$ 18,913.65	\$ 11,500.00	\$ 23,000.00	164.5%
LEASE REVENUE	\$ 22,282.68	\$ 133,208.90	\$ 52,100.00	\$ 104,200.00	255.7%
TOTAL REVENUE GENERAL FUND	\$ 1,166,570.21	\$ 7,160,205.63	\$ 6,640,800.50	\$ 13,281,601.00	107.8%

ADMINISTRATION

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
ADMIN SALARIES/TAXES/BENEFITS	\$ 134,998.61	\$ 836,791.06	\$ 1,008,719.00	\$ 2,017,438.00	83.0%
GENERAL OFFICE OTHER	\$ 37,056.90	\$ 521,074.35	\$ 461,050.00	\$ 922,100.00	113.0%
ELECTIONS	\$ -	\$ 41,898.20	\$ 25,575.00	\$ 51,150.00	0.0%
MUNICIPAL COURT	\$ 4,145.61	\$ 21,307.36	\$ 29,500.00	\$ 59,000.00	72.2%
BOARD & BOARD MEETINGS	\$ 6,618.13	\$ 44,070.59	\$ 50,300.00	\$ 100,600.00	87.6%
FINANCE	\$ 4,485.00	\$ 12,183.39	\$ 8,250.00	\$ 16,500.00	147.7%
BUILDING MAINTENANCE	\$ 3,332.05	\$ 20,779.86	\$ 35,000.00	\$ 70,000.00	59.4%
COMMUNITY SUPPORT	\$ 32,239.72	\$ 73,060.42	\$ 51,000.00	\$ 102,000.00	143.3%
TRANSFERS	\$ 17,083.33	\$ 102,499.98	\$ 102,500.00	\$ 205,000.00	100.0%
TOTAL ADMIN EXPENDITURES	\$ 239,959.35	\$ 1,673,665.21	\$ 1,771,894.00	\$ 3,543,788.00	94.5%

PUBLIC SAFETY DEPARTMENT

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
CODE ENFORCEMENT (INCLUDES SALARY)	\$ 14,805.95	\$ 87,534.48	\$ 119,085.00	\$ 238,170.00	73.5%
LSCO ADMIN SUPPLIES	\$ -	\$ -	\$ 750.00	\$ 1,500.00	0.0%
ANIMAL CONTROL	\$ 3,737.58	\$ 22,425.48	\$ 22,425.00	\$ 44,850.00	100.0%
TRAFFIC CONTROL/PEDESTRIAN SAFETY/ABATE	\$ 975.00	\$ 6,508.06	\$ 3,000.00	\$ 6,000.00	216.9%
DRUG EDUCATION/PUBLIC EVENTS	\$ 1,412.17	\$ 3,944.16	\$ 4,725.00	\$ 9,450.00	83.5%
LARIMER COUNTY SHERIFF	\$ 779,110.00	\$ 1,558,220.00	\$ 1,558,219.00	\$ 3,116,438.00	100.0%
TOTAL PUBLIC SAFETY EXPENDITURES	\$ 800,040.70	\$ 1,678,632.18	\$ 1,708,204.00	\$ 3,416,408.00	98.3%

STREETS DEPARTMENT

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
SALARIES/TAXES/BENEFITS	\$ 48,241.09	\$ 280,562.12	\$ 447,262.50	\$ 894,525.00	62.7%
ADMINISTRATION OTHER	\$ 2,446.43	\$ 10,458.98	\$ 17,625.00	\$ 35,250.00	59.3%
STREET REPAIR/MAINTENANCE	\$ 12,642.64	\$ 109,905.82	\$ 147,125.00	\$ 294,250.00	74.7%
CONTRACT SERVICES	\$ -	\$ 7,116.50	\$ 26,250.00	\$ 52,500.00	27.1%
SIGNAGE	\$ 1,677.81	\$ 36,449.16	\$ 21,000.00	\$ 42,000.00	173.6%
SNOW REMOVAL	\$ -	\$ -	\$ 34,125.00	\$ 68,250.00	0.0%
SHOP & VEHICLE MAINTENANCE	\$ 9,363.05	\$ 58,089.55	\$ 64,700.00	\$ 129,400.00	89.8%
TOTAL STREETS EXPENDITURES	\$ 74,371.02	\$ 502,582.13	\$ 758,087.50	\$ 1,516,175.00	66.3%

RECREATION DEPARTMENT

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	PERCENTAGE
					YTD ACTUAL vs YTD BUDGET
ADMIN SALARIES/TAXES/BENEFITS	\$ 30,928.54	\$ 171,525.75	\$ 142,603.00	\$ 285,206.00	120.3%
ADMINISTRATION (SUPPLIES, CONCESSIONS)	\$ 659.37	\$ 12,487.74	\$ 28,150.00	\$ 56,300.00	44.4%
FLAG FOOTBALL	\$ -	\$ 15,851.19	\$ 18,080.00	\$ 36,160.00	87.7%
TRACK	\$ 2,049.29	\$ 2,883.59	\$ 4,200.00	\$ 8,400.00	68.7%
TENNIS	\$ 1,771.36	\$ 2,385.81	\$ 2,470.00	\$ 4,940.00	96.6%
ADULT SOFTBALL	\$ 129.71	\$ 1,422.53	\$ 2,825.00	\$ 5,650.00	50.4%
YOUTH BASEBALL	\$ 10,630.56	\$ 13,405.44	\$ 10,200.00	\$ 20,400.00	131.4%
YOUTH SOFTBALL	\$ 1,690.40	\$ 6,731.10	\$ 8,355.00	\$ 16,710.00	80.6%
ADULT KICKBALL	\$ -	\$ 633.40	\$ 1,590.00	\$ 3,180.00	39.8%
ADULT SOCCER	\$ -	\$ 1,890.78	\$ 2,565.00	\$ 5,130.00	73.7%
SOCCER	\$ 437.50	\$ 9,735.26	\$ 11,985.00	\$ 23,970.00	81.2%
CAMPS/TOURNAMENTS	\$ 4,444.24	\$ 4,899.57	\$ 5,782.50	\$ 11,565.00	84.7%
ADDITIONAL PROGRAMS	\$ 910.86	\$ 3,708.35	\$ 5,025.00	\$ 10,050.00	73.8%
TOTAL RECREATION EXPENDITURES	\$ 53,651.83	\$ 247,560.51	\$ 243,830.50	\$ 487,661.00	101.5%

PARKS DEPARTMENT**PERCENTAGE**

EXPENDITURES	<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>
SALARIES/TAXES/BENEFITS	\$ 82,315.43	\$ 422,516.03	\$ 480,269.00	\$ 960,538.00	88.0%
ADMINISTRATION OTHER	\$ 1,241.64	\$ 16,194.82	\$ 21,800.00	\$ 43,600.00	74.3%
INSECT CONTROL	\$ 15,986.24	\$ 23,979.36	\$ 30,000.00	\$ 60,000.00	79.9%
FACILITIES MAINTENANCE	\$ 6,790.83	\$ 35,696.53	\$ 34,500.00	\$ 69,000.00	103.5%
TURF/BALLFIELDS	\$ 15,594.81	\$ 48,322.38	\$ 76,000.00	\$ 152,000.00	63.6%
GENERAL PARKS	\$ 25,347.61	\$ 74,256.64	\$ 70,500.00	\$ 141,000.00	105.3%
FLEET MAINTENANCE	\$ 2,077.43	\$ 9,464.93	\$ 13,000.00	\$ 26,000.00	72.8%
SEASONAL DECORATIONS/BANNERS	\$ -	\$ 9,383.42	\$ 9,500.00	\$ 19,000.00	98.8%
TRANSFER TO FORESTRY	\$ 45,833.33	\$ 274,999.98	\$ 275,000.00	\$ 550,000.00	100.0%
TOTAL PARKS EXPENDITURES	\$ 195,187.32	\$ 914,814.09	\$ 1,010,569.00	\$ 2,021,138.00	90.5%

ECONOMIC DEVELOPMENT**PERCENTAGE**

EXPENDITURES	<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>
SALARIES/TAXES/BENEFITS	\$ 11,209.79	\$ 69,231.23	\$ 65,424.00	\$ 130,848.00	105.8%
ADMINISTRATION OTHER	\$ 118.29	\$ 29,800.34	\$ 24,890.00	\$ 49,780.00	119.7%
BUSINESS DEVELOPMENT/MARKETING	\$ 2,362.27	\$ 13,542.13	\$ 25,625.00	\$ 51,250.00	52.8%
GRANTS - MARKET STUDY & FAÇADE/SIGN	\$ 5,336.60	\$ 26,962.87	\$ 10,000.00	\$ 20,000.00	0.0%
TOTAL ECONOMIC DEV EXPENDITURES	\$ 19,026.95	\$ 139,536.57	\$ 125,939.00	\$ 251,878.00	110.8%

BUILDING DEPARTMENT**PERCENTAGE**

EXPENDITURES	<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>
SALARIES/TAXES/BENEFITS	\$ 14,916.07	\$ 98,994.77	\$ 127,056.00	\$ 254,112.00	77.9%
ADMINISTRATION OTHER	\$ 295.45	\$ 4,258.67	\$ 12,800.00	\$ 25,600.00	33.3%
INSPECTIONS	\$ 40,349.54	\$ 250,683.05	\$ 168,000.00	\$ 336,000.00	149.2%
TOTAL BUILDING DEPARTMENT EXPENDITURES	\$ 55,561.06	\$ 353,936.49	\$ 307,856.00	\$ 615,712.00	115.0%

PLANNING DEPARTMENT**PERCENTAGE**

EXPENDITURES	<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>
SALARIES/TAXES/BENEFITS	\$ 39,304.35	\$ 231,878.33	\$ 250,942.50	\$ 501,885.00	92.4%
ADMINISTRATION OTHER	\$ 1,442.13	\$ 6,074.86	\$ 21,700.00	\$ 43,400.00	28.0%
COMMISSION SUPPORT	\$ -	\$ 23,040.21	\$ 10,000.00	\$ 20,000.00	230.4%
DEVELOPMENT REVIEW	\$ 6,351.93	\$ 67,972.57	\$ 30,000.00	\$ 60,000.00	226.6%
COMPREHENSIVE PLANNING	\$ 8,111.48	\$ 56,404.68	\$ 42,500.00	\$ 85,000.00	132.7%
TOTAL PLANNING DEPARTMENT EXPENDITURES	\$ 55,209.89	\$ 385,370.65	\$ 355,142.50	\$ 710,285.00	108.5%

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

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	
SALARIES/TAXES/BENEFITS	\$ 29,322.72	\$ 187,529.12	\$ 299,130.50	\$ 598,261.00	62.7%
ADMINISTRATION OTHER	\$ 4,639.28	\$ 66,770.48	\$ 176,900.00	\$ 353,800.00	37.7%
TOTAL ENGINEERING EXPENDITURES	\$ 33,962.00	\$ 254,299.60	\$ 476,030.50	\$ 952,061.00	53.4%

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

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	
SALARIES/TAXES/BENEFITS	\$ 9,595.08	\$ 70,114.15	\$ 77,953.00	\$ 155,906.00	89.9%
ADMINISTRATION OTHER	\$ 583.60	\$ 2,455.39	\$ 8,850.00	\$ 17,700.00	27.7%
COMMUNITY SUPPORT	\$ 11,475.45	\$ 25,818.69	\$ 32,250.00	\$ 64,500.00	80.1%
TOTAL COMMUNITY OUTREACH EXPENDITURES	\$ 21,654.13	\$ 98,388.23	\$ 119,053.00	\$ 238,106.00	82.6%

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

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	
INSURANCE AND TAXES	\$ 30,077.19	\$ 30,759.67	\$ 38,771.50	\$ 77,543.00	79.3%
BUILDING MAINTENANCE	\$ 573.03	\$ 19,589.75	\$ 15,749.50	\$ 31,499.00	124.4%
BUILDING REPAIRS	\$ -	\$ -	\$ 500.00	\$ 1,000.00	0.0%
ELEVATOR MAINTENANCE	\$ -	\$ 250.00	\$ 3,000.00	\$ 6,000.00	8.3%
HOA FEES	\$ 4,395.23	\$ 26,371.38	\$ 29,492.00	\$ 58,984.00	0.0%
DESIGN	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL MOUNTAIN AVE EXPENDITURES	\$ 35,045.45	\$ 76,970.80	\$ 87,513.00	\$ 175,026.00	88.0%

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

	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2026 BUDGET	
TOTAL G.F.C.I. EXPENDITURES	\$ 674,541.67	\$ 4,191,093.72	\$ 4,333,000.00	\$ 8,666,000.00	96.7%
TOTAL CONTRIBUTION EXPENDITURES	\$ -	\$ 17,644.99	\$ 37,700.00	\$ 75,400.00	46.8%

TOTAL EXPENDITURES GENERAL FUND	\$ 2,258,211.37	\$ 10,534,495.17	\$ 11,334,819.00	\$ 22,669,638.00
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TOTAL REVENUE OVER EXPENDITURES	\$ (1,091,641.16)	\$ (3,374,289.54)	\$ (4,694,018.50)	\$ (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	\$ 84,474.08	\$ 868,267.96	\$ 1,021,437.50	\$ 2,042,875.00	85.0%
TOTAL SOURCE OF SUPPLY EXPENDITURES	\$ 48,091.27	\$ 401,105.13	\$ 3,175,395.00	\$ 6,350,790.00	12.6%

NET REVENUE OVER EXPENDITURES	\$ 36,382.81	\$ 467,162.83	\$ (2,153,957.50)	\$ (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	\$ 412,320.61	\$ 2,140,315.20	\$ 2,283,300.00	\$ 4,566,600.00	93.7%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 84,367.43	\$ 491,407.22	\$ 592,297.50	\$ 1,184,595.00	83.0%
ADMINISTRATION OTHER	\$ 241,251.45	\$ 499,330.04	\$ 384,650.00	\$ 769,300.00	129.8%
DISTRIBUTION	\$ 69,313.61	\$ 151,856.17	\$ 216,800.00	\$ 433,600.00	70.0%
TREATMENT	\$ 61,022.16	\$ 422,227.15	\$ 406,000.00	\$ 812,000.00	104.0%
PROFESSIONAL SERVICES	\$ 47,621.94	\$ 270,210.86	\$ 375,750.00	\$ 751,500.00	71.9%
UTILITY BILLING	\$ 4,161.06	\$ 16,627.02	\$ 16,800.00	\$ 33,600.00	99.0%
IMPROVEMENTS	\$ 17,791.42	\$ 342,227.93	\$ 2,469,692.00	\$ 4,939,384.00	13.9%
TRANSFER	\$ 21,681.25	\$ 569,471.50	\$ 130,087.50	\$ 260,175.00	437.8%
TOTAL WATER OPERATING EXPENDITURES	\$ 547,210.32	\$ 2,763,357.89	\$ 4,592,077.00	\$ 9,184,154.00	60.2%

NET REVENUE OVER EXPENDITURES	\$ (134,889.71)	\$ (623,042.69)	\$ (2,308,777.00)	\$ (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	\$ 118,078.13	\$ 1,231,408.17	\$ 911,077.00	\$ 1,822,154.00	135.2%
TOTAL WATER PLANT CAPITAL EXPENDITURES	\$ -	\$ -	\$ 1,289,500.00	\$ 2,579,000.00	0.0%

NET REVENUE OVER EXPENDITURES	\$ 118,078.13	\$ 1,231,408.17	\$ (378,423.00)	\$ (756,846.00)	
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TOTAL WATER FUND REVENUE	\$ 614,872.82	\$ 4,239,991.33	\$ 4,215,814.50	\$ 8,431,629.00	100.6%
TOTAL WATER FUND EXPENDITURES	\$ 595,301.59	\$ 3,164,463.02	\$ 9,056,972.00	\$ 18,113,944.00	34.9%

NET REVENUE OVER EXPENDITURES	\$ 19,571.23	\$ 1,075,528.31	\$ (4,841,157.50)	\$ (9,682,315.00)	
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WASTEWATER FUND

WASTEWATER 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 WASTEWATER REVENUE	\$ 420,641.75	\$ 2,443,507.41	\$ 6,812,400.00	\$ 13,624,800.00	35.9%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 19,591.17	\$ 144,950.29	\$ 260,402.50	\$ 520,805.00	55.7%
ADMINISTRATION OTHER	\$ 4,583.31	\$ 153,200.24	\$ 130,095.00	\$ 260,190.00	117.8%
MAIN WASTEWATER TREATMENT PLANT	\$ 63,348.31	\$ 346,226.41	\$ 398,500.00	\$ 797,000.00	86.9%
REGIONAL I-25 TREATMENT PLAN	\$ 1,914.97	\$ 26,698.92	\$ 60,100.00	\$ 120,200.00	44.4%
COLLECTION SYSTEM	\$ 3,531.62	\$ 56,515.99	\$ 142,500.00	\$ 285,000.00	39.7%
PROFESSIONAL SERVICES	\$ 42,613.50	\$ 269,328.77	\$ 376,250.00	\$ 752,500.00	71.6%
UTILITY BILLING	\$ 3,781.00	\$ 18,368.90	\$ 20,800.00	\$ 41,600.00	88.3%
TRANSFER	\$ 21,681.25	\$ 130,087.50	\$ 130,087.50	\$ 260,175.00	100.0%
IMPROVEMENTS	\$ 258,714.02	\$ 1,734,771.99	\$ 4,975,000.00	\$ 9,950,000.00	34.9%
BOND	\$ -	\$ 71,176.37	\$ 341,250.00	\$ 682,500.00	20.9%
TOTAL WASTEWATER EXPENDITURES	\$ 419,759.15	\$ 2,951,325.38	\$ 6,834,985.00	\$ 13,669,970.00	43.2%

NET REVENUE OVER EXPENDITURES	\$ 882.60	\$ (507,817.97)	\$ (22,585.00)	\$ (45,170.00)	
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WASTEWATER 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 WASTEWATER CAPITAL REVENUE	\$ 116,581.90	\$ 753,664.95	\$ 781,265.00	\$ 1,562,530.00	96.5%
TOTAL WASTEWATER CAPITAL EXPENDITURES	\$ 464,415.37	\$ 2,167,217.80	\$ 4,670,000.00	\$ 9,340,000.00	46.4%

NET REVENUE OVER EXPENDITURES	\$ (347,833.47)	\$ (1,413,552.85)	\$ (3,888,735.00)	\$ (7,777,470.00)	
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TOTAL WASTEWATER FUND REVENUE	\$ 537,223.65	\$ 3,197,172.36	\$ 7,593,665.00	\$ 15,187,330.00	42.1%
TOTAL WASTEWATER FUND EXPENDITURES	\$ 884,174.52	\$ 5,118,543.18	\$ 11,504,985.00	\$ 23,009,970.00	44.5%

TOTAL REVENUE OVER EXPENDITURES	\$ (346,950.87)	\$ (1,921,370.82)	\$ (3,911,320.00)	\$ (7,822,640.00)	
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STORM WATER FACILITIES FUND

STORM WATER 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 STORM WATER REVENUE	\$ 77,228.44	\$ 444,386.37	\$ 300,000.00	\$ 600,000.00	148.1%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ -	\$ -	\$ -	\$ -	0.0%
ADMINISTRATION OTHER	\$ 8,045.00	\$ 48,270.00	\$ 54,645.00	\$ 109,290.00	88.3%
STREET CLEANING	\$ 78.08	\$ 14,504.07	\$ 51,000.00	\$ 102,000.00	28.4%
PROFESSIONAL SERVICES	\$ -	\$ -	\$ 50,000.00	\$ 100,000.00	0.0%
IMPROVEMENTS	\$ -	\$ 52,485.40	\$ 15,000.00	\$ 30,000.00	0.0%
TOTAL STORM WATER EXPENDITURES	\$ 8,123.08	\$ 115,259.47	\$ 170,645.00	\$ 341,290.00	67.5%
NET REVENUE OVER EXPENDITURES	\$ 69,105.36	\$ 329,126.90	\$ 129,355.00	\$ 258,710.00	

STORM WATER 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 STORM WATER CAPITAL REVENUE	\$ 45,322.62	\$ 265,616.17	\$ 217,300.00	\$ 434,600.00	122.2%
TOTAL STORM WATER CAPITAL EXPENDITURES	\$ -	\$ -	\$ 1,225,000.00	\$ 2,450,000.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 45,322.62	\$ 265,616.17	\$ (1,007,700.00)	\$ (2,015,400.00)	
TOTAL STORM WATER FUND REVENUE	\$ 122,551.06	\$ 710,002.54	\$ 517,300.00	\$ 1,034,600.00	137.3%
TOTAL STORM WATER FUND EXPENDITURES	\$ 8,123.08	\$ 115,259.47	\$ 1,395,645.00	\$ 2,791,290.00	8.3%
TOTAL REVENUE OVER EXPENDITURES	\$ 114,427.98	\$ 594,743.07	\$ (878,345.00)	\$ (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	\$ 39,410.51	\$ 285,019.01	\$ 356,350.00	\$ 712,700.00	80.0%
TOTAL PARK DEVELOPMENT EXPENDITURES	\$ 82,492.40	\$ 553,328.59	\$ 465,000.00	\$ 930,000.00	119.0%

NET REVENUE OVER EXPENDITURES	\$ (43,081.89)	\$ (268,309.58)	\$ (108,650.00)	\$ (217,300.00)
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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	\$ 9,085.28	\$ 66,084.07	\$ 91,587.50	\$ 183,175.00	72.2%
TOTAL PARK DEDICATION EXPENDITURES	\$ -	\$ 26,722.50	\$ 75,000.00	\$ 150,000.00	35.6%

NET REVENUE OVER EXPENDITURES	\$ 9,085.28	\$ 39,361.57	\$ 16,587.50	\$ 33,175.00
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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	\$ 18,324.95	\$ 131,511.16	\$ 116,925.00	\$ 233,850.00	112.5%
TOTAL PUBLIC FACILITIES EXPENDITURES	\$ 74,000.00	\$ 171,631.91	\$ 452,500.00	\$ 905,000.00	37.9%

NET REVENUE OVER EXPENDITURES	\$ (55,675.05)	\$ (40,120.75)	\$ (335,575.00)	\$ (671,150.00)
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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	\$ 77,558.50	\$ 363,790.06	\$ 356,000.00	\$ 712,000.00	102.2%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 53,125.99	\$ 285,205.22	\$ 335,292.50	\$ 670,585.00	85.1%
ADMINISTRATION OTHER	\$ 590.97	\$ 4,868.46	\$ 29,125.00	\$ 58,250.00	16.7%
FLEET MAINTENANCE	\$ 1,762.62	\$ 14,340.79	\$ 13,250.00	\$ 26,500.00	108.2%
PARK MAINTENANCE & IMPROVEMENTS	\$ -	\$ 6,160.47	\$ 5,000.00	\$ 10,000.00	123.2%
TREE MAINTENANCE	\$ 8,149.49	\$ 24,343.36	\$ 21,000.00	\$ 42,000.00	115.9%
EAB RESPONSE	\$ 9,491.88	\$ 14,096.59	\$ 22,500.00	\$ 45,000.00	62.7%
TOTAL CONSERVATION TRUST EXPENDITURES	\$ 73,120.95	\$ 349,014.89	\$ 426,167.50	\$ 852,335.00	81.9%

NET REVENUE OVER EXPENDITURES	\$ 4,437.55	\$ 14,775.17	\$ (70,167.50)	\$ (140,335.00)
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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	\$ 42,135.06	\$ 163,399.26	\$ 362,000.00	\$ 724,000.00	45.1%
TOTAL LARIMER COUNTY EXPENDITURES	\$ 18,137.45	\$ 26,061.27	\$ 185,000.00	\$ 370,000.00	14.1%

NET REVENUE OVER EXPENDITURES	\$ 23,997.61	\$ 137,337.99	\$ 177,000.00	\$ 354,000.00
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<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	\$ 19,958.38	\$ 153,027.78	\$ 122,250.00	\$ 244,500.00	125.2%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 4,488.12	\$ 33,007.72	\$ 41,169.50	\$ 82,339.00	80.2%
FUNERALS	\$ -	\$ -	\$ 1,500.00	\$ 3,000.00	0.0%
MAINTENANCE	\$ 791.14	\$ 17,902.04	\$ 15,925.00	\$ 31,850.00	112.4%
IMPROVEMENTS	\$ -	\$ -	\$ 112,500.00	\$ 225,000.00	0.0%
TOTAL CEMETERY ENDOWMENT EXPENDITURES	\$ 5,279.26	\$ 50,909.76	\$ 171,094.50	\$ 342,189.00	29.8%
NET REVENUE OVER EXPENDITURES	\$ 14,679.12	\$ 102,118.02	\$ (48,844.50)	\$ (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	\$ 21,853.44	\$ 211,384.95	\$ 578,750.00	\$ 1,157,500.00	36.5%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 9,268.97	\$ 61,447.04	\$ 68,706.00	\$ 137,412.00	89.4%
ADMINISTRATION OTHER	\$ 272.25	\$ 1,223.50	\$ 3,450.00	\$ 6,900.00	35.5%
DRIVING	\$ 944.12	\$ 6,227.61	\$ 16,750.00	\$ 33,500.00	37.2%
SERVICES	\$ -	\$ 40,643.14	\$ 485,000.00	\$ 970,000.00	8.4%
TOTAL BATS EXPENDITURES	\$ 10,485.34	\$ 109,541.29	\$ 573,906.00	\$ 1,147,812.00	19.1%
NET REVENUE OVER EXPENDITURES	\$ 11,368.10	\$ 101,843.66	\$ 4,844.00	\$ 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	\$ 35,382.13	\$ 208,254.34	\$ 320,137.50	\$ 640,275.00	65.1%
TOTAL ROAD IMPACT EXPENDITURES	\$ 429,736.67	\$ 2,577,941.79	\$ 2,610,462.50	\$ 5,220,925.00	98.8%
NET REVENUE OVER EXPENDITURES	\$ (394,354.54)	\$ (2,369,687.45)	\$ (2,290,325.00)	\$ (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	\$ 57,317.93	\$ 273,002.92	\$ 318,000.00	\$ 636,000.00	85.8%
TOTAL RECREATIONAL MMJ EXPENDITURES	\$ 83,333.33	\$ 655,294.98	\$ 867,500.00	\$ 1,735,000.00	75.5%
NET REVENUE OVER EXPENDITURES	\$ (26,015.40)	\$ (382,292.06)	\$ (549,500.00)	\$ (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	\$ 280,207.75	\$ 1,256,020.59	\$ 1,516,219.00	\$ 3,032,438.00	82.8%
TOTAL 1998 1% EXPENDITURES	\$ 594,684.87	\$ 2,355,167.65	\$ 2,915,900.00	\$ 5,831,800.00	80.8%
NET REVENUE OVER EXPENDITURES	\$ (314,477.12)	\$ (1,099,147.06)	\$ (1,399,681.00)	\$ (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	\$ 166,574.90	\$ 1,062,943.92	\$ 885,858.00	\$ 1,771,716.00	120.0%
SALES TAX REVENUE/INTEREST	\$ 293,362.82	\$ 1,334,281.84	\$ 1,581,219.00	\$ 3,162,438.00	84.4%
TOTAL 2019 1% REVENUE	\$ 459,937.72	\$ 2,397,225.76	\$ 2,467,077.00	\$ 4,934,154.00	97.2%
RECREATION CENTER OPERATING EXPENSES	\$ 180,997.85	\$ 1,188,298.11	\$ 1,333,449.50	\$ 2,666,899.00	89.1%
PARK EXPENSES	\$ 509,516.38	\$ 3,072,739.65	\$ 3,102,887.50	\$ 6,205,775.00	99.0%
COP PAYMENT AND OTHER EXPENSES	\$ -	\$ 370,700.00	\$ 577,200.00	\$ 1,154,400.00	64.2%
TOTAL 2019 1% EXPENDITURES	\$ 690,514.23	\$ 4,631,737.76	\$ 5,013,537.00	\$ 10,027,074.00	92.4%
NET REVENUE OVER EXPENDITURES	\$ (230,576.51)	\$ (2,234,512.00)	\$ (2,546,460.00)	\$ (5,092,920.00)	
TOTAL SPECIAL FUNDS REVENUE	\$ 1,061,171.65	\$ 5,508,719.90	\$ 6,605,296.00	\$ 13,210,592.00	
TOTAL SPECIAL FUNDS EXPENDITURES	\$ 2,061,784.50	\$ 11,507,352.39	\$ 13,756,067.50	\$ 27,512,135.00	
TOTAL REVENUE OVER EXPENDITURES	\$ (1,000,612.85)	\$ (5,998,632.49)	\$ (7,150,771.50)	\$ (14,301,543.00)	
TOTAL REVENUE	\$ 3,502,389.39	\$ 20,816,091.76	\$ 25,572,876.00	\$ 51,145,752.00	
TOTAL EXPENDITURES	\$ 5,807,595.06	\$ 30,440,113.23	\$ 47,048,488.50	\$ 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	\$ 2,575,000.02	\$ 2,575,000.00	\$ 5,150,000.00	100.0%
TOTAL SPARTAN AVENUE EXPENDITURES	\$ -	\$ 216.00	\$ 75,000.00	\$ 150,000.00	0.3%
NET REVENUE OVER EXPENDITURES	\$ 429,166.67	\$ 2,574,784.02	\$ 2,500,000.00	\$ 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	\$ 1,000,000.02	\$ 1,000,000.00	\$ 2,000,000.00	100.0%
TOTAL DOWNTOWN BUILDING EXPENDITURES	\$ -	\$ 80,381.94	\$ 1,000,000.00	\$ 2,000,000.00	8.0%
NET REVENUE OVER EXPENDITURES	\$ 166,666.67	\$ 919,618.08	\$ -	\$ -	

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	\$ 3,499,999.98	\$ 3,500,000.00	\$ 7,000,000.00	100.0%
TOTAL ARBORETUM EXPENDITURES	\$ 38,179.42	\$ 57,068.42	\$ 2,800,000.00	\$ 5,600,000.00	2.0%
NET REVENUE OVER EXPENDITURES	\$ 545,153.91	\$ 3,442,931.56	\$ 700,000.00	\$ 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	\$ 4,999,999.98	\$ 19,000,000.00	\$ 38,000,000.00	26.3%
TOTAL RICHARDSON PARK EXPENDITURES	\$ 29,941.00	\$ 626,733.99	\$ 15,375,000.00	\$ 30,750,000.00	4.1%
NET REVENUE OVER EXPENDITURES	\$ 803,392.33	\$ 4,373,265.99	\$ 3,625,000.00	\$ 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	\$ 199,999.98	\$ 200,000.00	\$ 400,000.00	100.0%
TOTAL NEWELL FARM EXPENDITURES	\$ -	\$ 33,200.00	\$ 200,000.00	\$ 400,000.00	16.6%
NET REVENUE OVER EXPENDITURES	\$ 33,333.33	\$ 166,799.98	\$ -	\$ -	

TOTAL CAPITAL PROJECTS REVENUE	\$ 2,045,833.33	\$ 12,274,999.98	\$ 26,275,000.00	\$ 52,550,000.00	
TOTAL CAPITAL PROJECTS EXPENDITURES	\$ 68,120.42	\$ 797,600.35	\$ 19,450,000.00	\$ 38,900,000.00	
TOTAL REVENUE OVER EXPENDITURES	\$ 1,977,712.91	\$ 11,477,399.63	\$ 6,825,000.00	\$ 13,650,000.00	

TOWN TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	August 11, 2026
Agenda Title/Subject:	Agreement with Berthoud Main Street
Type of Item:	Regular Item
Purpose:	Consider Agreement between the Town and Berthoud Main Street
Presented by:	Chris Kirk, Town Administrator

ATTACHMENTS:

- Letter requesting support dated 5/12/26
- Agreement between the Town of Berthoud and Berthoud Main Street

BACKGROUND:

Berthoud Main Street is a newly forming organization established to support the continued vitality and preservation of Downtown Berthoud. Its intended work includes downtown business support, historic preservation, arts and culture, placemaking, walkability, community engagement, marketing, events, and coordination with downtown stakeholders.

On May 12, 2026, representatives of Berthoud Main Street appeared before the Board of Trustees and requested Town funding and organizational support. The original request totaled \$85,000 and was intended to help establish a sustainable Main Street program, including program management, administrative and reporting capacity, communications, downtown promotion, stakeholder engagement, and year-round downtown activities.

Following that discussion, the Board directed staff to develop a formal agreement defining the relationship between the Town and Berthoud Main Street. The Board also requested that the agreement address a three-year relationship, Town representation, financial accountability, annual reporting, Colorado Department of Local Affairs requirements, organizational growth, a mission statement, and stakeholder engagement.

The proposed Agreement is the result of that direction.

FISCAL IMPLICATIONS:

The current draft of the agreement includes initial funding of \$50,000, payable based on deliverables outlined in the agreement. Future year funding will be subject to an annual vote of the board. No funding was included in the 2026 Annual Budget for this Main Street request. If approved, the costs associated with the agreement will be added to the General Fund during the mid-year budget

adjustment in August 2026.

STAFF RECOMMENDATION:

Approve the Agreement between the Town of Berthoud and Berthoud Main Street, authorize funding in an amount not to exceed \$50,000 for calendar year 2026

Appoint a liaison to represent the Town as a non-voting ex-officio member of the Berthoud Main Street Board

Mayor Karspeck and Board of Trustees,

Berthoud Main Street is proposing a three-year partnership with the Town of Berthoud to strengthen and preserve the unique character of our historic downtown.



Downtown Berthoud is one of the most important assets in our community. It reflects our identity, supports local businesses, and provides a shared space where residents and visitors gather, connect, and spend time. The Town has already made meaningful investments through holiday lighting, façade and sign incentives, maintenance, and capital projects.

This proposal builds on that foundation through a more coordinated and consistent approach focused on improving the overall downtown environment.

Berthoud Main Street is currently an Aspiring Main Street community working toward formal recognition through Colorado Main Street, housed within the Department of Local Affairs (DOLA).

To become an official Colorado Main Street program, Berthoud must still demonstrate:

- A paid professional program manager
- A sustainable three-year funding strategy
- Formal municipal partnership and Town support

This proposed partnership is designed to help Berthoud meet those requirements while positioning our community to access long-term Main Street resources, technical assistance, and additional funding opportunities.

The Ask

We are requesting a three-year partnership commitment of: **\$85,000 annually**

Berthoud Main Street's projected annual programming budget is approximately \$90,000 annually. This reflects both projected program expenses and revenues (through sponsorships, grants, and fundraising).

This annual program structure includes the following core categories:

- **48% Organizational Operations & Program Management (~\$41K)**
Program manager, insurance, business support, reporting and compliance, and operational capacity required to execute and sustain the program
- **15% Marketing & Communications (~\$13.5K)**
Downtown marketing campaigns (web, social, email, print), business promotion, public awareness and engagement
- **11% Visitor Materials, Downtown Experience Tools & Strategic Program Development (~\$10K)**
Printed maps and public-facing materials, visitor guides and tourism resources, downtown discovery tools, sponsorship development, grant writing, fundraising support, and long-term program growth and development initiatives
- **24% Annual Events & Activations (~\$20.5K)**
Community events, seasonal activations and downtown programming designed to increase activity, foot traffic, community engagement, and year-round visibility

Town investment would provide the foundational operational support necessary to establish and sustain the program, while sponsorships, grants, fundraising, and partnerships would help offset annual event, activation, and initiative costs whenever possible.

Historic preservation, design initiatives, and larger placemaking projects would be pursued collaboratively through separate project proposals, grant opportunities, sponsorships, and future strategic partnerships.

This is not a request to simply fund events. It is an investment in a sustainable annual program that strengthens the downtown environment through coordinated management, promotion, community activation, and long-term economic vitality.

Why This Matters

A strong downtown requires more than isolated efforts. It depends on coordination, visibility, preservation, and sustained investment.

Berthoud already has many of the foundational pieces, but without centralized program structure, opportunities for greater impact, alignment, and outside funding remain limited.

This partnership is designed to:

- Maximize the Town's existing downtown investment
- Strengthen historic preservation and downtown character
- Create a more active, welcoming, and connected downtown environment
- Support local businesses through increased visibility and engagement
- Improve downtown as a shared space for residents and visitors
- Position Berthoud to access additional grants, sponsorships, and outside resources

What This Enables

With dedicated funding and program management, Berthoud can move from individual projects to a coordinated downtown strategy that improves the downtown environment year-round.

This includes:

- Stronger communication and community awareness
- Consistent marketing and tourism promotion
- Greater participation in Town and business initiatives
- Expanded community programming and activation
- Historic preservation and placemaking support
- Long-term sustainability for downtown investment

We appreciate the Town's continued commitment to downtown Berthoud and the opportunity to build on that investment through a strategic partnership.

We respectfully ask for your support of this three-year partnership and \$85,000 annual investment.

Thank you,
Berthoud Main Street

DRAFT
AGREEMENT
BETWEEN THE TOWN OF BERTHOUD, COLORADO
AND BERTHOUD MAIN STREET

This Agreement Between the Town of Berthoud, Colorado and Berthoud Main Street (the "Agreement") shall be effective the ____ day of _____, (the "Effective Date") and is entered into by and between the Town of Berthoud, a Colorado municipal corporation (the "Town"), and Berthoud Main Street, a Colorado nonprofit corporation ("BMS"). The Town and BMS may be referred to individually as a "Party" and collectively as the "Parties."

Recitals

Whereas, Downtown Berthoud is an important civic, cultural, historic, and economic asset for residents, businesses, property owners, and visitors;

Whereas, the Town desires to support coordinated downtown revitalization, historic preservation, business vitality, placemaking, community engagement, and public-private collaboration;

Whereas, BMS is working toward formal participation in the Colorado Main Street Program administered through the Colorado Department of Local Affairs ("DOLA") and intends to follow applicable Colorado Main Street Program requirements and guidance;

Whereas, BMS requested financial support from the Town to create a sustainable Main Street program structure, including program management, reporting and compliance capacity, communications, downtown promotion, stakeholder engagement, and year-round activation;

Whereas, at a public meeting, the Town's Board of Trustees (the "Town Board") directed preparation of an agreement, formal resolution, and memorandum of understanding with BMS encompassing the initial \$85,000 request and the intent for a three-year plan or relationship, subject to final Town Board consideration;

Whereas, the Town Board requested that the Agreement include a Town liaison position, an annual report to the Town Board addressing financial expenditures and revenues, yearly achievements, goals for the coming year, applicable DOLA requirements, a statement of planned expansion for BMS, a mission statement, and stakeholder engagement; and

Therefore, this Agreement is intended to identify roles, responsibilities, funding conditions, deliverables, reporting expectations, and the manner in which the Parties will work individually and collaboratively to support Downtown Berthoud.

1. Purpose and General Scope

1.1 Purpose. The purpose of this Agreement is to establish a structured working relationship between the Town and BMS to support the development, administration, and implementation of a Berthoud Main Street program serving Downtown Berthoud.

1.2 Program Area. Unless amended by BMS and acknowledged by the Town, the initial program area shall be the downtown area generally described in **Exhibit A**.

1.3 Scope of Services. BMS shall furnish the labor, volunteer coordination, professional services, materials, communications, reporting, and other resources necessary to perform the services, tasks, and responsibilities described in **Exhibit B**.

1.4 Changes to Scope. Administrative changes to the Scope of Services may be made in writing by the Town Administrator and the BMS Board President or Executive Director/Program Manager. Any material change to the funding amount, term, annual deliverables, or reporting obligations requires Town Board approval.

1.5 No Agency Relationship. BMS is an independent nonprofit organization and is not an officer, employee, agent, department, board, or commission of the Town. BMS shall not bind the Town to any obligation.

2. Berthoud Main Street Responsibilities

2.1 Main Street Program Administration. BMS shall coordinate and administer the local Main Street effort for Downtown Berthoud, including organizational development, work planning, committee or volunteer coordination, communication with stakeholders, and progress toward applicable Colorado Main Street Program requirements.

2.2 Mission Statement. BMS shall maintain and provide to the Town a current mission statement. For purposes of this Agreement, BMS describes its mission as strengthening and preserving Downtown Berthoud's distinctive character by supporting local business, arts and culture, historic preservation, walkability, and community connection.

2.3 Governance. BMS shall maintain an active board of directors or steering committee, bylaws or governing procedures, officer roles, financial controls, meeting records, conflict-of-interest practices, and other governance structures reasonably necessary to carry out the Scope of Services.

2.4 Town Liaison. BMS shall include a Town liaison position as a non-voting ex officio position to support communication and coordination between BMS and the Town. The Town liaison shall be appointed by the Town Board, shall not be counted for quorum, shall not vote on BMS matters, shall not exercise BMS governance authority, and shall not bind the Town.

2.5 Annual Work Plan. BMS shall prepare and maintain an annual work plan coordinated with the Town Administrator or designee. The work plan shall identify priorities, timelines, responsible parties, deliverables, anticipated use of Town funding, stakeholder engagement activities, DOLA-related tasks, and measurable outcomes.

2.6 Planned Expansion Statement. BMS shall provide a written statement of planned expansion at least annually. The statement may address staffing, committees, volunteer capacity, program area, business/property owner participation, events, marketing, grant pursuit, strategic partnerships, and progression within the Colorado Main Street Program.

2.7 Stakeholder Engagement. BMS shall engage downtown businesses, property owners, residents, nonprofit partners, community organizations, arts/culture partners, historic preservation stakeholders, and other interested persons through open meetings, surveys, outreach, committee participation, and other engagement methods appropriate to the work plan.

2.8 DOLA and Colorado Main Street Compliance. BMS shall work toward and maintain compliance with applicable DOLA and Colorado Main Street Program requirements for its current or

future program status, including any required reports, statistics, work plans, trainings, site visits, program self-evaluations, or memoranda required by DOLA.

2.9 Permits and Legal Compliance. BMS shall obtain all permits, permissions, licenses, insurance, and approvals required for events, programs, signage, communications, contracts, or other activities undertaken by BMS. Town support under this Agreement does not waive any Town permit, procurement, insurance, land use, right-of-way, or special event requirement.

2.10 Nonprofit Status and Good Standing. BMS shall maintain its status as a Colorado nonprofit corporation and shall maintain all required state and federal filings applicable to its organization and activities.

3. Town Responsibilities

3.1 Funding Consideration. Subject to final Town Board approval and annual appropriation, the Town agrees to provide the initial funding described in Section 5 and **Exhibit B** for the public purposes described in this Agreement.

3.2 Liaison and Coordination. The Town shall appoint a Town liaison and may identify staff contacts to coordinate with BMS on annual work planning, DOLA-related matters, Town procedures, downtown projects, and Board reporting.

3.3 Annual Board Agenda Item. The Town shall schedule BMS for at least one annual agenda item before the Town Board to receive the annual report described in Section 6.3, evaluate progress, and consider future-year priorities or funding requests.

3.4 DOLA Coordination. Where required or appropriate, the Town may coordinate with BMS and DOLA regarding local government support, resolutions, work plan coordination, grants, contracts, or other matters related to Colorado Main Street Program participation.

3.5 No Additional Insurance or Operational Control. The Town shall provide no insurance coverage for BMS and shall not supervise or control the day-to-day operations of BMS.

4. Term; Three-Year Relationship

4.1 Initial Term. This Agreement shall commence on the Effective Date and shall terminate on December 31, 2029, unless terminated earlier under Section 12 or extended by written amendment.

5. Funding; Use of Town Funds

5.1 Initial Funding Amount. The Town agrees, subject to final Town Board approval and current-year appropriation, to provide initial funding to BMS in an amount not to \$50,000. If the Town Board approves additional funding for years beginning January 1, 2027 and beyond, the approval shall be made by the Town Board prior to December 31 of the preceding year.

5.2 Payment Schedule. The Town shall disburse the initial funding in installments in 2026 as follows: (a) \$25,000 within 30 days of the Effective Date; (b) \$15,000 upon completion of the Initial Deliverables described in **Exhibit B Section 2**; and (c) \$10,000 upon presentation of the annual report to the Town Board.

5.3 Budget and Accounting. BMS shall establish a board-approved budget for the Scope of Services, identify the Town contribution as a revenue source, and track expenditures of Town funds in a manner that allows the Town to determine how funds were used.

5.4 Allowable Uses. Town funds may be used only for public purpose activities reasonably related to the Scope of Services, including program management, insurance and administrative capacity, DOLA compliance and reporting, downtown marketing and communications, visitor or public-facing materials, stakeholder engagement, sponsorship and grant development, volunteer coordination, events and activations, and other work plan items approved by the Town.

5.5 Prohibited Uses. Town funds shall not be used for political campaign activity, private inurement, gifts, fines or penalties, debt service unrelated to the Scope of Services, alcohol purchases, expenditures outside the approved work plan, or any use prohibited by law.

6. Reporting; Annual Town Board Presentation

6.1 Quarterly Reports. BMS shall provide quarterly written reports to the Town. Reports shall include budget-to-actual information, revenues received, expenditures made, funds held in reserve, work plan progress, stakeholder engagement activities, DOLA-related progress, accomplishments, challenges, and upcoming priorities.

6.2 Financial Documentation. Upon reasonable request, and no more frequently than quarterly unless required for audit, grant compliance, suspected misuse, or Town budget preparation, BMS shall provide invoices, receipts, bank or accounting reports, payroll or contract summaries, grant award documents, sponsorship documentation, or other information reasonably necessary to verify use of Town funds.

6.3 Annual Town Board Report. BMS shall appear before the Town Board at least once annually as a scheduled agenda item. The annual report shall include: (a) financial expenditures and revenues; (b) use of Town funds; (c) achievements from the prior year; (d) goals and work plan priorities for the coming year; (e) mission statement; (f) planned expansion statement; (g) stakeholder engagement summary; (h) DOLA and Colorado Main Street status and requirements; (i) grant, sponsorship, and fundraising activity; (j) volunteer and committee activity; and (k) any requests for future Town support.

6.4 DOLA Reports. To the extent that DOLA or the Colorado Main Street Program requires BMS to submit any financial or operational reporting, BMS shall provide copies to the Town upon request.

7. Records; Audit; Return of Funds

7.1 Records Retention. BMS shall maintain financial and program records related to the Scope of Services for at least 3 years after the end of the fiscal year in which the expense occurred, or longer if required by grant or law.

7.2 Inspection. The Town may inspect records related to Town funds upon reasonable notice during normal business hours. The Town shall use reasonable efforts to avoid unnecessary disclosure of records protected by law, while recognizing that records provided to the Town may be subject to the Colorado Open Records Act.

7.3 Unused or Misused Funds. Upon expiration or termination of this Agreement, or upon written determination by the Town that funds were materially misused, BMS shall return unspent Town funds or funds used for unallowable purposes, unless the Town approves another disposition in writing.

8. Insurance; Risk Management

8.1 Required Insurance. BMS agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by BMS pursuant to this Agreement. At a minimum, BMS shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town: (a) Worker's Compensation insurance as required by law; (b) Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by BMS. BMS shall be solely responsible for any deductible losses under any policy. BMS shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

8.2 Alcohol and Special Events. If any BMS event involves alcohol service or sales, BMS shall obtain all required permits and liquor liability coverage and shall comply with Town and State requirements. BMS shall be solely responsible for the conduct, safety, vendors, volunteers, contractors, and regulatory compliance of such event, unless otherwise agreed in writing.

9. Indemnification; Governmental Immunity

9.1 BMS Indemnification. To the fullest extent permitted by law, BMS shall indemnify, defend, and hold harmless the Town and its officers, officials, employees, and agents from and against claims, actions, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to BMS's performance of this Agreement, except to the extent caused by the negligence or willful misconduct of the Town.

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

9.3 No Indemnification by Town. Nothing in this Agreement shall be construed as requiring the Town to indemnify BMS or any other person or entity.

10. Public Communications; Logos; Sponsorship Recognition

10.1 Town Sponsorship Recognition. BMS may identify the Town as a funding partner or sponsor for activities supported by Town funds, subject to Town brand, logo, communications, and sponsorship recognition requirements.

10.2 Coordination. BMS shall coordinate with the Town before issuing public statements that purport to represent Town policy, Town commitments, or Town approval of specific projects not yet approved by the Town.

11. Compliance with Law; Nondiscrimination

11.1 Compliance. Each Party shall comply with federal, state, and local laws, regulations, ordinances, permits, and policies applicable to its activities under this Agreement.

11.2 Nondiscrimination. BMS shall not discriminate in its programs, activities, meetings, employment, or services on the basis of race, color, national origin, religion, age, disability, sex, sexual orientation, gender identity, veteran status, or any other status protected by law.

11.3 Conflicts of Interest. BMS shall maintain conflict-of-interest practices appropriate for a nonprofit organization receiving public funds and shall disclose to the Town any known conflict that materially affects the use of Town funds or BMS's performance under this Agreement.

12. Termination; Default

12.1 Termination Without Cause. Either Party may terminate this Agreement, with or without cause, upon 30 days' advance written notice to the other Party.

12.2 Termination for Cause. The Town may suspend payments or terminate this Agreement upon written notice if BMS materially fails to perform the Scope of Services, materially misuses Town funds, loses nonprofit good standing, fails to maintain required insurance, fails to provide required reports, or violates applicable law. Where the default is capable of cure, the Town may provide a reasonable opportunity to cure before termination.

12.3 Final Accounting. Within 30 days after termination or expiration, BMS shall provide a final accounting of Town funds and return any unused or unallowable funds as required by Section 7.3.

13. Fiscal Limitations; Annual Appropriation

13.1 Annual Appropriation. Any financial obligation of the Town under this Agreement that is not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year.

13.2 No Multiple-Fiscal-Year Debt. Nothing in this Agreement shall be construed to create a multiple-fiscal-year debt or financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation.

14. Notices

Notices required under this Agreement shall be in writing and delivered personally, by email with confirmation, by certified mail, or by other method reasonably calculated to provide notice to the following addresses, or to such updated addresses as a Party may provide in writing:

Town	BMS
Town of Berthoud Attn: Town Administrator 807 Mountain Avenue P.O. Box 1229 Berthoud, CO 80513 Email: [_____]	Berthoud Main Street Attn: Board President / Executive Director _____ Berthoud, CO 80513 Email: [_____]

15. General Provisions

15.1 Amendment. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties and approved by the Town Board.

15.2 Assignment. BMS shall not assign this Agreement or delegate material responsibilities under this Agreement without the Town's prior written consent.

15.3 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties and does not create rights in any third party.

15.4 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any dispute shall be in the appropriate court for Larimer County, Colorado, unless otherwise required by law.

15.5 Entire Understanding. This Agreement, including Exhibit A, constitutes the entire understanding of the Parties concerning the subject matter and supersedes prior discussions or drafts concerning the same subject matter.

15.6 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Signatures

The Parties have executed this Agreement as of the Effective Date written above.

Town of Berthoud, Colorado	Berthoud Main Street
By: _____ Name: _____ Title: Mayor Date: _____	By: _____ Name: _____ Title: Board President / Executive Director Date: _____

Attest: _____ Town Clerk	Attest / Secretary: _____
------------------------------------	----------------------------------

EXHIBIT A – BERTHOUD MAIN STREET BOUNDARY MAP

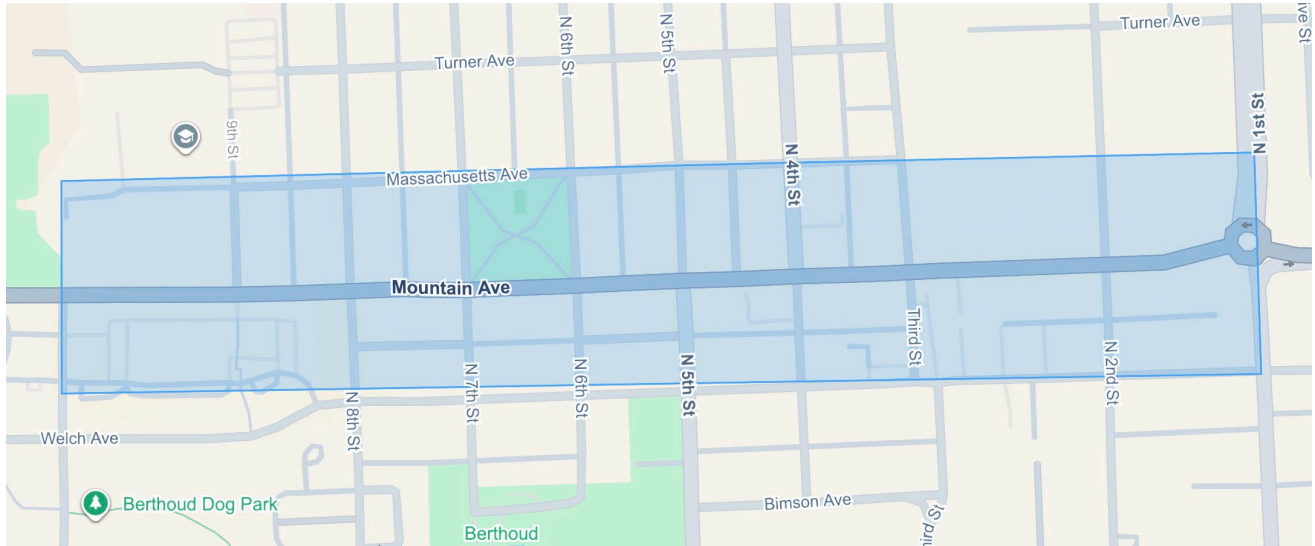


EXHIBIT B - SCOPE OF SERVICES, DUTIES, DELIVERABLES, AND COMPENSATION

1. Duties and Services

1.1 Program Management and Administration. BMS shall establish, coordinate, and administer a local Main Street program for Downtown Berthoud. Services will include hiring or contracting for a Program Manager or Executive Director, coordinating volunteers, supporting committees, maintaining records, preparing reports, managing communications, and carrying out the annual work plan.

1.2 Governance and Committees. BMS shall maintain an active board or steering committee and may maintain committees or working groups aligned with the Main Street Approach, including Organization, Promotion, Design, and Economic Vitality or substantially similar categories.

1.3 Colorado Main Street / DOLA Readiness and Compliance. BMS shall work toward formal Colorado Main Street participation and shall comply with applicable requirements for its current status, including local government coordination, annual work planning, quarterly reporting and reinvestment statistics if applicable, training participation, annual visits, self-evaluation, and other supplemental requirements identified by DOLA.

1.4 Downtown Marketing and Communications. BMS shall promote Downtown Berthoud through public-facing communications, website or digital updates, social media, email, printed materials, maps, visitor or business information, downtown campaigns, and Town sponsorship recognition, as appropriate and consistent with the approved work plan.

1.5 Stakeholder Engagement. BMS shall engage stakeholders through public or community meetings, business and property owner outreach, surveys, volunteer opportunities, partnerships, committee participation, and coordination with Town staff or boards as appropriate.

1.6 Events and Activations. BMS may plan, support, promote, or coordinate downtown events and activations designed to increase downtown activity, business visibility, community connection, and year-round vibrancy. BMS is responsible for permits, safety planning, vendor coordination, insurance, and compliance for events it sponsors or manages.

1.7 Historic Preservation, Design, and Placemaking. BMS shall support historic preservation, design education, facade or sign awareness, beautification, placemaking, walkability, business/property inventories, and grant exploration. Larger capital projects, permanent improvements, or projects involving Town property require separate Town approval.

1.8 Economic Vitality and Business Support. BMS shall support existing businesses, business visibility, entrepreneurship, district data collection, partnership development, business inventories, resource referrals, and strategies that strengthen the economic vitality of Downtown Berthoud.

1.9 Fundraising and Grants. BMS shall pursue diversified funding through sponsorships, grants, donations, fundraising, partnerships, and earned revenues as appropriate. BMS shall not submit a grant that requires Town matching funds, fiscal-agent obligations, ownership obligations, or long-term maintenance obligations unless the Town has approved those obligations in writing.

2. Initial Deliverables

2.1 Within 90 Days After Effective Date. BMS shall provide the Town Administrator or designee with: (a) current mission statement; (b) board roster and officer list; (c) bylaws or current governance documents; (d) annual work plan; (e) annual budget identifying Town funds and other revenues; (f) stakeholder engagement plan; (g) planned expansion statement; (h) DOLA/Colorado Main Street

status summary and supplemental requirements; (i) proof of nonprofit good standing; and (j) certificates of insurance requested by the Town.

2.2 Quarterly. BMS shall provide quarterly reports described in Section 6.1 of the Agreement and any supporting documentation reasonably requested by the Town.

2.3 Annually. BMS shall provide and present the annual Town Board report described in Section 6.3 of the Agreement and shall provide an annual financial report described in Section 6.4 of the Agreement.

3. Compensation and Funding Categories

3.1 Initial Town Funding. For calendar year 2026, the Town shall provide an amount not to exceed \$50,000.00, subject to final Town Board approval, appropriation, and compliance with the Agreement.

3.2 General Funding Categories. The Parties anticipate that the initial Town funding will support a sustainable annual program structure. BMS shall submit a detailed budget to the Town at least annually.

3.3 Payment Requests. To receive payment, BMS shall submit payment requests, invoices, or draw requests in a form acceptable to the Town. Payments will typically be made within 30 days of the receipt of the payment request.

3.4 Leveraged Funds. BMS shall identify sponsorships, grants, donations, fundraising, in-kind contributions, and other revenues in its quarterly and annual reports to show how Town funds are being leveraged.

4. Performance Measures

BMS shall track reasonable performance measures and include them in quarterly and annual reports where available. Measures may include:

- Town funds expended by category and remaining balance;
- Non-Town revenues, sponsorships, grants, donations, and in-kind support;
- Net-new businesses, net-new jobs, public-private partnerships, and investments;
- Volunteer hours, committee participation, and stakeholder contacts;
- Number and type of stakeholder meetings, surveys, listening sessions, or outreach activities;
- Downtown businesses, property owners, organizations, and residents engaged;
- Events or activations supported, estimated attendance where available, and participating businesses;
- Marketing outputs such as campaigns, visitor materials, web updates, social media/email reach, or press mentions;
- DOLA requirements completed, trainings attended, reports submitted, and annual visit status;
- Historic preservation, design, placemaking, business support, or economic vitality projects advanced; and
- Goals for the coming year and progress toward the three-year relationship plan.

End of Exhibit B

Board of Trustees Information

Community Development Department



Meeting Date:	August 11, 2026
Agenda Title/Subject:	Proposition 123 Update
Type of Item:	Presentation
Purpose:	Provide information regarding the first three-year commitment, and consider staff's request to support a second three-year commitment to Proposition 123
Presented by:	Anne Johnson

Attachments:

1. 01b Information Sheet graphics
2. 02 Town of Berthoud Full Compliance Confirmation Letter 7.2.26.docx signed
3. 03 Compliance Calculator Berthoud
4. 04 Ordinance 1355 Promoting Home Ownership for Persons of Lower Income

Background:

The following information is provided regarding the rationale behind Proposition 123 as well as the results from the Town's first three-year commitment.

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 made a commitment to the first three-year term of Proposition 123 on October 10, 2023, pledging to support a variety of housing construction inclusive of affordable housing. 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.

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 are afforded 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.

Due to the Town's commitment to Proposition 123, Berthoud received several grants which resulted in the development of a Housing Diversity Steering Committee, the Housing Master Plan, and engaging the community about 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 deliverables included the development of the state-required Housing Needs Assessment/Housing Diversity Plan. The Steering Committee was composed of the Planning Commission, 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 both the Planning Commission and Town Board 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 Housing Diversity Plan Action Plan items 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.
 - Opportunities for 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 greater transparency, efficiency and diverse housing. The revised Land Use Code is the result of many meetings and feedback from the Planning Commission, the Town Board and the development/housing community. This Code was adopted in November, 2025.
- Summer, 2025: The Town met with local builders and developers experienced in constructing attainable housing products. 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 expanded 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, adopting a Fast Track process, 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: The State of Colorado issued a notice of compliance to the Town for its outcomes for the first three-year cycle of Proposition 123.
- July 9, 2026: A recap of progress made to date on the Housing Diversity Plan and Proposition 123 was provided to the Planning Commission.

In August 2025, the State provided eased standards for communities to meet Proposition 123 benchmark goals. See the attached updated calculator. This calculator was used to determine if a newly-constructed home falls within the pre-defined affordability range based on the number of bedrooms. The updated calculator enabled the Town to capture additional units toward the baseline goal of 59 residential units through new construction without the requirement of deed

restrictions. The result of applying this new calculator is that a total of 174 new residences were constructed. Berthoud exceeded the number of required residential units (59) due to the new calculator. In fact, of the 585 residential building permits processed from October, 2023 through May, 2026, 173 meet the Town's Proposition 123 commitment. Twenty-nine percent of the residential building permits issued in Berthoud from October, 2023 through May, 2026 meet the affordability/attainability index provided by the State of Colorado. Seventy-one percent of the residential building permits issued in Berthoud during this time frame are not attainable or affordable.

The Town was able to meet the first three-year commitment to Proposition 123 through Naturally-Occurring permits (new residential building permits).

Update/Next Steps:

House Bill HB 1313 amended Proposition 123 in 2026. The calculator provided in the packet will not be allowed for the next three-year commitment. The calculator for the next three-year commitment requires Berthoud to have 88 dwelling units constructed with certain cost-control parameters. The new Berthoud-specific calculator is attached to this board packet.

For rental housing, the required restriction must be for 60% AMI rental rates. For-sale housing must be at or below 120% AMI. For a family of four in Berthoud, 60% AMI equates to an annual income at \$78,240 and 120% AMI equates to an annual income at \$156,450.00. Based upon this calculator, the Town would need to have 88 building permits issued in 2027 – 2029 with the requirements listed below.

- New construction – deed restricted residential unit (detached, attached, multi-family) through the end of 2029; or
- Residential units (new or older structures) without a deed restriction and converting to a deed restriction through the end of 2029; or
- Residential units with a current deed restriction, and the deed restriction is extended for another 15 years.
- In addition, an Accessory Dwelling Unit (ADU) may count if the rent stays at the affordability level and the ADU meets either of the three circumstances above after January 1, 2027.

The State offers an adjustment waiver which staff believe is warranted with our next commitment. The rationale for our waiver request is summarized below:

- The Town has one developer to date providing income-qualified homes, Habitat for Humanity. To date, Habitat for Humanity has been averaging two new homes in Berthoud a year over the past five years. Habitat for Humanity is hoping to construct three a year in the future.
- The Town does not have a housing authority currently working in Berthoud. If a development capable of serving the housing authority community (60% AMI and below), the Town could partner with Loveland Housing Authority.
- The Town supports diverse housing through Ordinance 1355. To date, since passing, there have been two homes to utilize this Ordinance.
- The pipeline for Habitat for Humanity home construction includes nine lots in Harvest 47 and 11 lots in Majestic View. Harvest 47 is ready for home construction. Majestic View is in development review, and we are hopeful construction can begin in 2027.
- Staff believes that a commitment of fifteen deed-restricted homes will be requested as a waiver with the second three-year term.

Fiscal Impact and Fund Source:

By making a commitment to the next three-year term of Proposition 123, the Town is eligible to apply for grants and organizations such as Habitat for Humanity are eligible to apply for grants. Should the Town fail to meet the goal for the second three-year commitment to Proposition

123, it will be required to abstain for one year and recommit in 2030 for a two-year term.

Community Touchstones:

The information presented in this report illustrates the Town's commitment to supporting developers and housing builders to access funding opportunities. The commitment to Proposition 123 also enables the Town to access funding for planning work as described previously. A second commitment to Proposition 123 supports the touchstones of sustainability, resiliency and leads to building community identity by enabling housing products for seniors who want to down-size, young families and any potential resident with an income of 120% of the Area Median Income. The Area Median Income (AMI) can be found in two tables attached to this report.

Recommended Action(s):

Staff recommends that the Town Trustees support the second three-year commitment to Proposition 123. Staff will file an adjustment waiver as discussed in this memo with our next commitment filing.

Income qualification graphics. Attachment to Board of Trustees Information Form on the agenda item, “Provide information regarding the first three-year commitment, and consider staff’s request to support a second three-year commitment to Proposition 123”.

The new Berthoud-specific calculator is below:

Total Number of Residential Building Permits Issued between 2023 - 2025	Three year average number of Residential Building Permits Issued between 2023-2025	Multiply by Job Growth Factor (15% determined by State for Weld & Larimer Counties)	Multiply by 3 for the Town's 3-year commitment to meet prior to 12/31/2029
585	195	29.25	87.75

The Area Median Income (AMI) can be found in the two tables below:

Larimer County FY 2026 HUD Income Limits			
HOUSEHOLD SIZE	80% AMI	100% AMI	120% AMI
1 1 Person	\$73,050	\$91,313	\$109,576
2 2 Persons	\$83,450	\$104,313	\$125,176
3 3 Persons	\$93,900	\$117,375	\$140,850
4 4 Persons	\$104,300	\$130,375	\$156,450
5 5 Persons	\$112,650	\$140,813	\$168,976
6 6 Persons	\$121,000	\$151,250	\$181,500
7 7 Persons	\$129,350	\$161,688	\$194,026
8 8 Persons	\$137,700	\$172,125	\$206,550

source: Colorado Downpayment Finder, July 23, 2026, <https://www.coloradodownpaymentprograms.com/income-limits>

Larimer County

Income Limit	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
80%	\$ 73,040	\$ 83,450	\$ 93,900	\$ 104,300	\$ 112,650	\$ 121,000	\$ 129,350	\$ 137,700
60%	\$ 54,780	\$ 62,640	\$ 70,440	\$ 78,240	\$ 84,540	\$ 90,780	\$ 97,020	\$ 103,320
50%	\$ 45,650	\$ 52,200	\$ 58,700	\$ 65,200	\$ 70,450	\$ 75,650	\$ 80,850	\$ 86,100
40%	\$ 36,520	\$ 41,760	\$ 46,960	\$ 52,160	\$ 56,360	\$ 60,520	\$ 64,680	\$ 68,880
30%	\$ 27,390	\$ 31,300	\$ 35,200	\$ 39,100	\$ 42,250	\$ 45,390	\$ 48,500	\$ 51,650

Source: 2026 Colorado HOME Income Limits, July 30, 2026 [2026 Colorado HOME Income Limits](#) | [Division of Housing](#)



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

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



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	[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)
Mortgage Interest Rate:	6.81%								[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)
Down Payment Percentage:	15.0%								[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)
Mortgage Term (Years):	30								[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	[f] = [a] * 60%
Monthly Income:	\$4,470	\$5,105	\$5,745	\$6,380	\$6,895	\$7,405	\$7,915	\$8,425	[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	← Prop 123 Affordable Limit
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	
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	← Prop 123 Affordable Limit
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	
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	

TOWN OF BERTHOUD

ORDINANCE NO. 1355

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF BERTHOUD

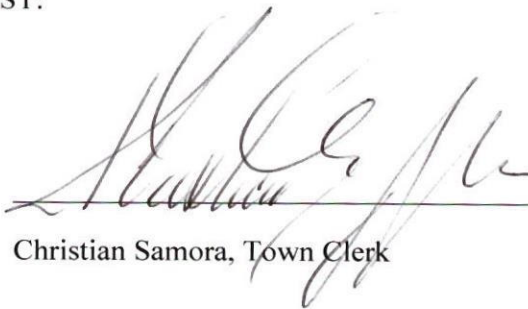
By



William Karspeck, Mayor

ATTEST:

By:



Christian Samora, Town Clerk



Board of Trustees Information

Community Development Department



Meeting Date:	August 11, 2026
Agenda Title/Subject:	Resolution Supporting Local Planning Capacity Grant Application - Resolution 2026-19
Type of Item:	Regular Item
Purpose:	Present information to support a grant available through DOLA to fund an update to the Town's Comprehensive Plan
Presented by:	Anne Johnson

Attachments:

1. Resolution 2026-19

Background:

The Town's participation in Proposition 123 enables access to funding through DOLA. A Local Planning Capacity grant cycle will open in September and the Town would like to apply for this grant to help fund an update to the 2021 Comprehensive Plan. An overview of the anticipated work is listed below.

- Public engagement
- Update the existing demographics section
- Validate the vision and values section
- Validate the Future Land Use Map
- Intertwine the newly-adopted Housing Diversity Plan/Needs Assessment; and the Water Conservation, and Strategic Growth elements into the body of the resulting updated Plan. Replacing the newly-adopted plan elements is not contemplated.
- A detailed master planning effort for the Innovation Character District Overlay inclusive of analysis of density, infrastructure capacity, transportation, stormwater management, for example. The intent of this master planning effort is to afford the development community with a greater definition of expected development and density.
- The Character District approach established in the 2021 update should not change.
- An introduction to the project to the Planning Commission, an interim report to both the Planning Commission and the Town Board of Trustees, and a final presentation to both the Planning Commission and the Town Board of Trustees is expected.
- An action plan in the Town's report-card format is a required deliverable.
- Standing meetings with Staff and monthly meetings with the Planning Commission is expected.

Update/Next Steps:

Staff will continue to work with DOLA and apply for a grant.

Fiscal Impact and Fund Source:

The anticipated fee to update the 2021 Comprehensive Plan is \$500,000. This estimate is made by comparing recently-approved grant budgets as well as budgets provided for a portion of the update by third-party consultants. Should the Town be awarded a grant, the Town's commitment will be reduced to \$250,000.00.

Community Touchstones:

The Comprehensive Plan is a document to be used in establishing expectations for future growth, engaging the public, and validating the vision and values of Berthoud. The Comprehensive Plan will reinforce community identity and will include resiliency and sustainability components.

Recommended Action(s):

Staff recommends that the Town Board of Trustees support the application to DOLA for a Local Planning Capacity Grant to update the Comprehensive Plan in 2027 and authorize the Mayor to sign Resolution 2026-19.

**Resolution No. 19
Series 2026**

A Resolution of the Town of Berthoud Supporting an Application to the Department of Local Affairs for a Local Planning Capacity Grant to Update the Berthoud Comprehensive Plan

Whereas, the Town is empowered pursuant to C.R.S. § 31-23-201, *et seq.*, to make and adopt a comprehensive plan;

Whereas, the Colorado Division of Local Affairs recognizes the importance of housing and efficient land use processes; the integration of water conservation and strategic growth elements; and community engagement in the development of updates to a community's strategic comprehensive plan;

Whereas, the Colorado Division of Local Affairs offers Local Planning Capacity Grants to support staff in the development of Comprehensive Plan updates;

Whereas, the Town wishes to update its 2021 Comprehensive Plan to reflect the vision and values of the community while supporting housing diversity and affordability, strategic growth, and water conservation; and

Whereas, the Board of Trustees illustrates through this Resolution support to staff in the submittal of a grant application to the Division of Local Affairs to update the Town's 2021 Comprehensive Plan.

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

Section 1. The Board of Trustees hereby supports the grant application and efforts to perform an update to the 2021 Comprehensive Plan.

Introduced, approved and adopted this 11th day of August, 2026.

Town of Berthoud

William Karspeck, Mayor

Attest

Christian R. Samora, CMC, Town Clerk

Board of Trustees Information



Utilities Department

Meeting Date:	August 11, 2026
Agenda Title/Subject:	IGA for HICS Legacy Water Treatment Plant Engineering Services
Type of Item:	Regular Item
Purpose:	Intergovernmental Agreement for Engineering Services Funding among CWCWD, Berthoud, and Regional Partners
Presented by:	Ken Matthews

Attachments:

1. Engineering Services Funding IGA_UNSIGNED

Background:

Consideration of an intergovernmental agreement among Central Weld County Water District (CWCWD), Town of Berthoud, City of Dacono, Town of Frederick, Town of Johnstown, Town of Milliken, Left Hand Water District, and Little Thompson Water District (collectively, the "Parties") to fund initial engineering and design services to explore forming a Regional Water Authority and possible water system projects. This follows the October 2025 legal services IGA. Engineering services will be provided under a Master Services Agreement and Task Order #101 between CWCWD and Jacobs Engineering Group Inc., dated June 1, 2026, for Phased Design Services - Conceptual Design and Alternatives Analysis for a potential new regional water treatment plant. If successful, the organization will be known as the Hics Legacy Regional Water Authority.

Update/Next Steps:

Discussion/Approval of Cost-Sharing Agreement for Legal Services

Fiscal Impact and Fund Source:

The current estimate has the initial engineering and design services and support costs and expenses not to exceed \$400,000.00, shared evenly among the eight participating parties (approximately \$50,000.00 per party), subject to annual appropriation.

Community Touchstones:

This agreement establishes a collaborative water authority that helps strengthen Berthoud's water supply and provides growth potential for eastern Berthoud.

Recommended Action(s):

To recommend that the board approve this Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into effective July 1st, 2026, by and among CENTRAL WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“Central Weld”), The TOWN OF BERTHOUD, COLORADO, a municipal corporation and political subdivision of the State of Colorado (“Berthoud”), the CITY OF DACONO, COLORADO, a home rule municipal corporation and political subdivision of the State of Colorado (“Dacono”), the TOWN OF FREDERICK, COLORADO, a municipal corporation and political subdivision of the State of Colorado (“Frederick”), the TOWN OF JOHNSTOWN, COLORADO a municipal corporation and political subdivision of the State of Colorado (“Johnstown”), the TOWN OF MILLIKEN, COLORADO a municipal corporation and political subdivision of the State of Colorado (“Milliken”), LEFT HAND WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“Left Hand”), LITTLE THOMPSON WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, Colorado Revised Statutes (“Little Thompson”). Central Weld, Berthoud, Dacono, Frederick, Johnstown, Milliken, Left Hand and Little Thompson may herein be collectively called the “Parties” or each individually a “Party.”

BACKGROUND and RECITALS

A. The Parties are encouraged and empowered to agree about the subject matter of this Agreement under the terms of Title 29, Article 1, Part 2, of the Colorado Revised Statutes. This Agreement is made under the terms of Section 29-1-203, Colorado Revised Statutes.

B. Each Party owns and operates a separate potable water system to serve its respective residents, customers or users and the Parties are exploring possible projects, possible contracts, possible joint cooperation and/or possible cost sharing matters regarding such water systems (“Possible Water System Projects”).

C. The Parties recognize that **water quality analysis, treatment engineering and design services, and support costs and expenses** will be incurred in exploring the formation of a Regional Water Authority, and Possible Water System Projects and agree to equally share in such costs and expenses.

D. The Parties currently estimate that such initial **engineering and design services and support costs** and expenses will not exceed **four hundred thousand dollars (\$400,000.00)** (“Initial Engineering Costs and Expenses”) and the Parties desire to confirm their equal sharing of such Initial Costs and Expenses in accordance with the terms and conditions of this Agreement. The scope of this work is outlined in the attached “Exhibit 1 (To Intergovernmental Agreement)”, a Master Services Agreement and Task Order #101 for Engineering Services, between Central Weld and Jacobs Engineering Group Inc. dated June 1st, 2026.

AGREEMENT:

Now, therefore, in consideration of the foregoing Background and Recitals and the mutual promises and agreements made in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Background and Recitals.** The foregoing Background and Recitals constitute substantive terms of this Agreement and are incorporated into this Agreement by this reference.

2. **Equal Sharing of Initial Engineering Costs and Expenses.** The Parties hereby agree and acknowledge that they shall equally share the Initial Engineering Costs and Expenses. The Parties further agree that Central Weld shall pay the various contractors, vendors and others for the costs and expenses comprising the Initial Engineering Costs and Expenses and Central Weld will notify the other Parties of the amounts paid by Central Weld and the equal share amount due from each Party. Central Weld will provide to each Party copies of all invoices, billings or other documents containing the Initial Engineering Costs and Expenses. Each Party shall forthwith pay Central Weld for such Party's equal share of the Initial Engineering Costs and Expenses.

3. **Additional Costs and Expenses.** If costs and expenses exceed the Initial Engineering Costs and Expenses, the Parties shall mutually discuss the status of the Regional Water Authority and Possible Water System Projects and determine whether to proceed. If any of the Parties determine to proceed, such Parties shall mutually execute an amendment to this Agreement regarding additional costs and expenses or execute additional agreements or document(s) regarding additional costs and expenses to be incurred by the Parties prior to incurring any costs and expenses above the Initial Engineering Costs and Expenses. If any of the Parties determine not to proceed, such amendment will remove such Parties from this Agreement. If any of the Parties determine not to proceed, such Party shall remain obligated to pay for such Party's equal share of any outstanding or unpaid Initial Engineering Costs and Expenses pursuant to the terms of this Agreement.

4. **Default.** In addition to any other remedies allowed by law, the provisions of the Agreement may be specifically enforced in a court of competent jurisdiction, and in any such judicial action, the unsuccessful party shall pay all costs and expenses incurred by the successful Party or Parties including reasonable attorneys fees. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.

5. **Miscellaneous.**

a. **No Joint Venture.** The sole purpose of this Agreement is to provide for the cooperation of the Parties regarding the sharing of the Initial Engineering Costs and Expenses regarding the formation of a Regional Water Treatment Authority and Possible Water System Projects. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise or any other separate legal entity, nor does it authorize any Party hereto to act as an agent for another Party hereto for any purpose whatsoever.

b. **Nonwaiver of Immunity.** This Agreement shall not be construed to waive any of the privileges, defenses, or immunities of any Party hereto including but not limited to the

Colorado Governmental Immunity Act, §24-10-101 et seq., as amended, and any other privilege, defense, or immunity of any Party.

c. Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision of this Agreement.

d. No Assignment. No Party may assign or transfer all or any part of this Agreement without the prior written consent of all other Parties.

e. Paragraph Titles. The paragraph titles of this Agreement are for reference only and are not to be construed as a material part of the Agreement.

f. Notice. All written notices given hereunder shall be delivered to the Parties at the addresses listed on the signature pages.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and year first above written.

CENTRAL WELD COUNTY WATER DISTRICT

By: _____
Stan Linker, General Manager

Attn: General Manager
Central Weld County Water District
2235 2nd Avenue
Greeley, CO 80631

TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

Attn: Town Administrator
Town of Berthoud
807 Mountain Avenue
Berthoud, CO 80513

CITY OF DAcono

By: _____
Jennifer Krieger, City Manager

Attn: City Manager
City of Dacono
512 Cherry Avenue
Dacono, CO 80514

TOWN OF FREDRICK

By: _____
Bryan Ostler, Town Manager

Attn: Town Manager
Town of Frederick
PO Box 435
Frederick, CO 80530

TOWN OF JOHNSTOWN

By: _____
Matt LeCerf, Town Manager

Attn: Town Manager
Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534

TOWN OF MILLIKEN

By: _____
Cheryl Powell, Town Administrator

Attn: Town Administrator
Town of Milliken
PO Box 290
Milliken, CO 80543

LEFT HAND WATER DISTRICT

By: _____
Chris Smith, General Manager

Attn: General Manager
Left Hand Water District
6800 Nimbus Road,
Longmont, CO 80503

LITTLE THOMPSON WATER DISTRICT

By:

Amber Kauffman, District Manager

Attn: District Manager

Little Thompson Water District

835 E State Highway 56

Berthoud, CO 80513-9237

EXHIBIT 1

(To Intergovernmental Agreement)

Master Services Agreement (between Central Weld and Jacobs Engineering Group Inc.)

Task Order #101 (between Central Weld and Jacobs Engineering Group Inc.)

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** ("Agreement") is made and entered into this 15th day of June, 2026, by and between **CENTRAL WELD COUNTY WATER DISTRICT** a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation doing business in Colorado ("Contractor"), collectively, the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado for the purpose of providing water facilities and services for domestic and other public and private purposes within the District's boundaries in accordance with its approved Statement of Purposes; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting the affairs of the District; and

WHEREAS, the District desires to procure certain professional services related to the **Phased Design Service, Conceptual Design, and Alternatives Analysis for a Potential Regional Water Treatment Plant**, as such services are more specifically described in one or more Task Orders (as such term is defined in Section 2 hereof) issued hereunder; and

WHEREAS, Contractor has experience and resources to provide such services, is willing and able to provide such services to the District for reasonable consideration, the District desires to engage Contractor to render such services as needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **Appointment of Contractor.** The District hereby retains Contractor for purposes of performing the Services, as such term is defined and described in Section 2 and Exhibit A hereof, as set forth in one or more Task Order(s) issued hereunder, and subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform the Services set forth in any Task Order issued hereunder, pursuant to the terms and conditions set forth herein. Contractor acknowledges and agrees that the District may, in the District's sole discretion, engage other contractors to perform the same or similar Services as may be needed by the District, and that Contractor's authority to perform the Services hereunder shall be limited to those Services set forth in a Task Order and, if applicable, a Change Order (as such term is defined in Section 2 hereof) executed by the Parties.

2. **Scope of Services.** Upon execution of this Agreement, the District and Contractor shall execute one or more Task Order(s) ("Task Order"), attached hereto as **Exhibit A** and incorporated herein by reference, describing the Services to be provided by Contractor and the compensation to be paid by the District for the Services rendered. In the event the Parties need to modify the Services set forth in the Task Order, the Parties shall execute a Change Order, as set forth in **Exhibit B** attached hereto and incorporated herein by reference, describing the specific changes to the Services to be provided by Contractor and any changes to compensation to be paid to Contractor by the District. At the request of the District and upon agreement of the Parties, Contractor may perform additional services that are beyond the scope of existing services set forth in any Task Order issued hereunder. Such additional services and compensation to be paid for the additional services will be set forth in a new Task Order executed by the Parties. Any new Task Order issued pursuant to this Paragraph 2 shall be subject to the terms and conditions set forth in this Agreement. No Task Order or Change Order shall be authorized and executed by the District unless sufficient funds have been appropriated by the District for payment of the Contractor's compensation, as provided in Section 13 hereof. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement. Contractor shall at all times conform to the stated policies established and approved by the District.

A. **General Duties.** In connection with performing the Services set forth in any executed Task Order and/or Change Order issued hereunder, Contractor agrees to:

(1) Provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor's proposal to provide such Services to the District;

(2) Furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services;

(3) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Section 7 hereof;

(4) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's staff and Contractors

to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority; and

(5) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by Contractor shall be the obligations of Contractor whom shall hold the District harmless therefrom.

B. Compliance with Applicable Law. Contractor shall provide the Services as set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be provided pursuant to this Agreement.

C. Subcontractors. Contractor is solely and fully responsible to the District for the Services to be provided pursuant to this Agreement, including all acts and omissions of subcontractors and persons employed by them. Contractor will require any subcontractors to obtain the required insurance coverage pursuant to Section 7 hereof and to agree to indemnify the District in the same manner as Contractor pursuant to Section 9 hereof.

D. No Right or Interest in District's Assets. Contractor shall have no right or interest in any assets of the District, or in any lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

E. Responsibility for Errors. Contractor shall be responsible for all Services performed pursuant to this Agreement, including any Task Orders and Change Orders issued hereunder. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the District, regarding any Services rendered pursuant to this Agreement, and any Task Orders and Change Orders issued hereunder, at no additional cost to the District. In the event of an error or omission caused by Contractor or its Subcontractors, Contractor shall, at no cost to the District, provide all necessary design drawings, estimates and other services necessary to rectify and correct the matter to the satisfaction of the District and participate in any meetings required with regard to the correction at no cost to the District.

3. Compensation. The District shall compensate Contractor for Services rendered in such amount(s) and/or at such rates as set forth in the executed Task Order or, if applicable, Change Order. Contractor shall not receive additional compensation for any changes to a Task Order unless the District and Contractor have executed a Change Order authorizing the change in Services and the payment of additional compensation to Contractor. Any and all Task Orders and Change Orders resulting in additional compensation to be paid to Contractor by the District beyond the amount originally appropriated by the District as set forth in the Task Order, shall require the appropriation of funds by the District, as set forth in Section 13 hereof, prior to the execution of any such Task Order or Change Order. The District is exempt from Colorado sales and use taxes. Contractor shall use reasonable efforts to ensure that the costs for Services provided and charged to the District do not include sales and use taxes.

A. Performance Reports and Invoices. Contractor shall submit monthly performance reports and invoices for Services rendered to the District. Performance reports shall be in a form acceptable to the District and describe the work completed to date, work in progress and work yet to be performed. Concurrently with the submission of the performance report, Contractor shall submit an invoice to the District that summarizes costs paid to date by the District and the amount currently due to Contractor. Invoices and performance reports are to be submitted to the District no later than the 10th day of each month for Services completed in the preceding month. The District shall pay Contractor's invoice within thirty (30) days from the 10th day of each month. The District reserves the right to review and/or inspect all Services completed and invoiced prior to payment as set forth in Section 3.B. herein. If any or all the Services are not accepted for payment by the District after review and/or inspection of the completed Services, the terms of Section 3.B. herein shall apply.

B. Review and Inspection of Services. The District may review and/or inspect the Services provided at any time throughout the term of this Agreement and shall notify Contractor if, in the District's discretion, any or all Services are not provided in accordance with this Agreement and any Task Order and Change Order issued hereunder. Failure by Contractor to properly provide the Services required pursuant to this Agreement, including any Task Order and Change Order issued hereunder, shall constitute a default of this Agreement. In such case, the District shall provide written notice of said default to Contractor. Contractor shall have fourteen (14) days to cure or to reasonably commence to cure the default unless otherwise agreed to by the Parties. If Contractor fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorney fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement and any Task Order and Change Order issued hereunder. In addition, in the event of an uncured default by Contractor, the District may hire a third party to complete the Services and Contractor agrees to pay all additional costs incurred by the District for the completion of the Services by a third party.

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Contractor for all Services satisfactorily completed pursuant to any Task Order or Change Order issued hereunder, through the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered through the date of notice of termination or the effective date of termination of this Agreement (and all Task Orders and Change Orders issued hereunder), consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate on December 31, 2027 OR upon the completion of all Services] unless otherwise terminated by the District or Contractor pursuant to Section 5 hereof. In the event the completion of Services occurs in a fiscal year following the effective date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the District as set forth in Section 12 hereof.

5. Termination. The District shall have the right to terminate this Agreement, with or

without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination thereof. Contractor shall be entitled to receive compensation in accordance with Section 3.C. of this Agreement for any Services satisfactorily completed pursuant to the terms of this Agreement prior to the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. Contractor shall stop rendering Services pursuant to this Agreement upon the effective date of termination. Upon any termination and payment of all undisputed amounts owed to Contractor, Contractor shall transfer title and deliver to the District all Work Product, as defined and described in Section 6 hereof, which shall be deemed from and after the effective date of this Agreement to be the property of the District.

6. Ownership of Work Product. Any and all Work Product, as such term is defined herein, created, prepared, and/or produced by Contractor pursuant to this Agreement shall become the sole and exclusive property of the District under all circumstances, whether or not Contractor completes the Services set forth hereunder or the Agreement is terminated by either Party. Upon payment of Services completed or completed through the date of termination to the satisfaction of the District and upon request by the District, all Work Product shall be delivered to the District in hard copy and in an electronic format compatible to the District's computer applications at Contractor's expense. The District shall have the right to use and re-use all Work Product resulting from Contractor's efforts performed pursuant to this Agreement in any way or manner deemed appropriate by the District. Any modification of the documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and subcontractors. The District's use of any or all such Work Product for its own purposes shall not be a violation of any patent or copyright thereof. Contractor agrees that the copyright and other intellectual property rights (as are applicable) in and to any component of the Work Product, and to the design and content of the Work Product, are hereby assigned and shall belong exclusively to the District. Upon request by the District, Contractor shall promptly execute whatever legal documents or other materials that the District deems necessary to secure, perfect, or substantiate the District's exclusive rights and interest in any Work Product created pursuant to this Agreement. For purposes of this Agreement, "Work Product" includes, but is not limited to, any and all finished or unfinished design, development and/or construction documents, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor prepared and/or used in connection with this Agreement. All drawings, specifications and other documents prepared by Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the District or others on extensions of the work or on any other project. The Contractor shall hold harmless, defend, and indemnify the District from any and all claims, suits and proceedings for the infringement of any patent or patents or other intellectual property covering any materials or equipment used in providing or performing the Services.

7. Insurance.

A. Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the insurance coverages and limits set forth in this Section 7(A), to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The insurance coverages can be met by any combination of primary and excess coverages, and shall have limits to be acquired by Contractor as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence.

(3) Workers' Compensation and Employer Liability Insurance:

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

(4) Umbrella Policy: \$ 1,000,000

B. In addition, unless otherwise marked "No", the following coverage shall be obtained by Contractor, on an occurrence basis:

(1) Performance Bond.

Included: Yes ☐ No ☒

(2) Payment Bond.

Included: Yes ☐ No ☒

(3) Builder's Risk Insurance. A blanket builder's risk insurance policy with coverage on an "all risk" basis for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse and false work, including increased cost of construction, architects fees and expenses, soft costs, and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Services. Such insurance shall be on a "completed value" form insuring probable maximum loss, all on a replacement cost basis.

Included: Yes ☐ No ☒

(4) General Professional Liability. Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim or the amount of the Task order, whichever is higher, and in the aggregate covering the negligent acts, errors, or omissions of the Contractor and/or its subcontractors in the performance of the Services.

Included: Yes ☒ No ☐

(5) Contractor's Pollution Liability. Pollution Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim or the amount of the Task Order, whichever is higher, and in the aggregate covering the negligent acts, errors, or omissions of the Contractor and/or its subcontractors in the performance of the Services.

Included: Yes ☐ No ☒

Unless otherwise indicated, all policies listed in this Section 7 shall be on an occurrence basis.

C. Waiver of Subrogation. All coverages specified herein, excluding General Professional Liability and Employers Liability, shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

D. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of Workers' Compensation Insurance and General Professional Liability insurance). The Contractor's insurance coverage shall be primary insurance and non-contributing with respect to all other available insurance sources.

E. **Insurance Policies.** Contractor shall provide to the District certificates of insurance of all insurance policies showing the insurance coverages, showing the District named as an additional insured where required, and showing the required endorsements described above, prior to performing any Services pursuant to this Agreement.

F. **Notice.** Contractor agrees to provide the District with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Contractor to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Contractor to provide the required coverage to the District and its directors, officers, employees, and agents.

G. **Subcontractor Insurance.** If Contractor subcontracts any portion(s) of the Services, Contractor shall require that each subcontractor retained by Contractor acquire and maintain insurance coverage as set forth in this Section 7. Contractor shall require each subcontractor to provide to Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. Contractor shall, upon District request, submit them to the District for review. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

H. **Non-limiting.** No provision, term or condition contained in this Section 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Section 9 hereof, or any rights, immunities and protections provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or the extent to which Contractor may be held responsible for payments of damages to persons or property.

8. **Independent Contractor.** Contractor is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and any of the Contractor's employees. Neither the Contractor nor any of Contractor's employees are or shall be deemed employees of the District. Contractor is not, and shall not act as, the agent of the District. The employees who assist Contractor in the performance of the Services shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the District. Contractor shall pay all wages, salaries, and other amounts due Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, Contractor has sole authority and responsibility to employ, discharge, and otherwise control Contractor's employees. Contractor has sole authority and responsibility as principal for Contractor's agents, employees, subcontractors and all others Contractor hires to perform or assist in performing the Services.

9. **Indemnification.** Contractor shall indemnify, defend, assume all responsibility for, and

hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, from the intentional misconduct or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. If Contractor is providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify or hold harmless the District may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between Contractor and the District. The obligations of the indemnifications extended by Contractor to the District under this Section 9 shall survive termination or expiration of this Agreement. Upon execution of this Agreement, Contractor shall provide the District with a copy of Contractor's IRS Form W-9, Request for Taxpayer Identification Number.

10. **Standard of Care.** All services performed by Contractor shall be performed in a manner consistent with the standard of care under Colorado law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Services being provided.

11. **Governmental Immunity.** Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. **Liability of the District.** No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

13. **Subject to Annual Appropriations.** The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder for any and all Services authorized pursuant to Section 2 of this Agreement are subject to annual appropriations of funds by the District. Any extension of this Agreement, including any Task Orders or Change Orders, resulting in additional compensation beyond amounts originally appropriated, if any, shall be subject to annual appropriations of funds by the District.

14. **Bidding.** The District shall be entitled to bid for the same or similar services that Contractor could provide pursuant to this Agreement as the District deems necessary to comply with current law regarding contracts for such services. Contractor shall have no claim against the District if this Agreement is not extended for any fiscal year or if Contractor is not selected to perform certain services as may be needed by the District throughout the fiscal year.

15. **Notices.** Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next

day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District: Stan Linker
Central Weld County Water District
2235 2nd Ave.
Greeley, Colorado 80631
Email: stan@cwcd.com

With Copies to: Chris Matkins
Ally Utility Consulting
2900 Rocky Mountain Court
Fort Collins, Colorado 80526
Email: c.matkins@allyutility.com

Starr and Westbrook, P.C.
Michael A. Westbrook
1417 West 29th Street
Loveland, Colorado 80538
Email: mike@starrwestbrook.com

If to the Contractor: Jacobs Engineering Group Inc
Al Paquet
2725 Rocky Mountain Ave #330
Loveland, CO 80538
Email: al.paquet@jacobs.com

16. **Modification.** This Agreement may not be amended modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

17. **Assignment.** Contractor shall not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written consent of the District. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the District's consent, no assignment or transfer shall release Contractor from Contractor's obligation to perform all other obligations required to be performed by Contractor hereunder for the term of the Agreement. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

18. **No Waiver.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy

in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

20. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

21. **Attorneys' Fees.** In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

22. **No Third-Party Beneficiaries.** This Agreement is entered into for the sole benefit of the District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

23. **Conflicts.** The terms of this Agreement may be used to construe the intent of the Parties in connection with any exhibits, addendums, amendments, Task Orders, or Change Orders attached hereto, and shall be read as nearly as possible to make the provisions of this Agreement, and any such exhibits, addendums, amendments, Task Orders, and Change Orders fully effective. Should any irreconcilable conflict arise between the terms and provisions of this Agreement and the terms and provisions set forth in any exhibit, addendum, amendment, Task Order, and/or Change Order attached hereto, the terms and provisions of this Agreement shall prevail.

24. **Headings.** The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

25. **Binding Agreement.** This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

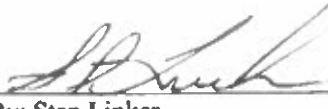
26. **Entire Agreement.** This Agreement, including all Task Orders and Change Orders executed hereunder, and any other exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of Page Left Intentionally Blank.)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CENTRAL WELD COUNTY WATER DISTRICT


By: Stan Linker
Its: General Manager

ATTEST:

By: Roxanne Garcia
Its: Office manager

JACOBS ENGINEERING GROUP INC.

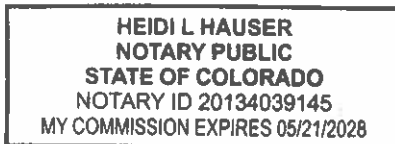

By: Albert Paquet
Its: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 26th day of May, 2026, by Albert Paquet as Vice President of JACOBS Engineering group

My commission expires: 5/21/28

(SEAL)




Notary Public

EXHIBIT A
(To Master Services Agreement)
TASK ORDER(S)

TASK ORDER #101

TO MASTER SERVICES AGREEMENT, DATED June 1st, 2026

This Task Order is made and entered into this 1st day of June, 2026 by and between **CENTRAL WELD COUNTY WATER DISTRICT** (the "District") and **JACOBS ENGINEERING GROUP INC.**, ("Contractor"), collectively, the "Parties." Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and contractor dated June 1st, 2026 (the "Agreement").

1. **Services.** The Services to be provided by Contractor pursuant to the terms of the Agreement and this Task Order are set forth in Exhibit A attached hereto.
2. **Compensation.** Contractor hereby agrees to perform such Services as set forth in this Task Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services (in an amount not to exceed \$400,000.00 as set forth in Exhibit A attached hereto. The District's payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 12 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to the Task Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.
3. **Term.** The term of this Task Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate upon the completion of the Services by the Contractor.
4. **Modification.** This Task Order may not be amended, modified or changed, in whole or in part except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 12 of the Agreement.
5. **Integrated Agreement.** This Task Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Task Order and Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Task Order as of the 1st day of June, 2026

CENTRAL WELD COUNTY WATER DISTRICT



By: Stan Linker

Its: General Manager

JACOBS ENGINEERING GROUP INC.



By: Albert Paquet

Its: Vice President

EXHIBIT A TO TASK ORDER #101 -
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

Central Weld County Water District (CWCWD)/Hicks Legacy Regional Water Authority (Authority)

Phased Design Services – Conceptual Design and Alternatives Analysis

Project Description

This project is for Phase 1, Conceptual Design and Alternatives Analysis, for a new drinking water facility to be located in Weld County. This project will be contracted with Central Weld County Water District (CWCWD) with direction from the Hicks Legacy Regional Water Authority (Authority), in which CWCWD is a participant. The primary point of communication will be Ally Utility Consulting (Ally), which has been designated as the Program Manager by the Authority.

The general scope of the project includes raw water quality data analysis, establishing finished water quality goals, summarizing potential future regulations, evaluating various treatment technologies, defining three treatment train alternatives for comparison, preparing cost estimates for each alternative, and selecting a preferred treatment train based on a cost-benefit analysis. The work and deliverables have been planned throughout six tasks summarized below. The project fee is included as Attachment 1 and the proposed schedule is in Attachment 2.

Task 1 – Data Review Source Water Quality and Quantity

Water Quality. Understanding water quality for each source is essential for determining treatment requirements. Jacobs Engineering Group Inc (Jacobs) will review available source water quality data based on information provided by the Authority and from prior studies with relevant water quality data. Jacobs will summarize the available data and identify gaps where additional sampling is needed; Jacobs will recommend which samples are the highest priority for this Phase 1 project. It is assumed additional samples will be collected and analyzed by the Authority based on this recommendation during a 6-week time period. While Jacobs review of data will be based upon data supplied by the Authority, Jacobs will also identify other possible contaminants that may be present in the various sources based upon our experiences treating water from ditches and downstream of wastewater treatment plant discharges.

Source Water Supply. Understanding water supply quantity, delivery points, and timing is another consideration for the water treatment facility. Storage and diversion options can impact source water quality. As high-quality source waters flow east from the foothills through earthen canals and shallow reservoirs, the water quality changes, increasing in nutrients, total dissolved solids (TDS), hardness, and with a potential to receive municipal stormwater and agricultural return flows with pesticides and other contaminants. Additionally, diversions such as a proposed Northern Integrated Supply Project (NISP) diversion point in the Poudre River and the Hillsboro Ditch may be downstream of wastewater treatment plant effluent discharge points, leading to more emphasis on treating pharmaceutical or personal care products. River diversions can also be subject to extreme variations in source water quality that would be attenuated in reservoirs. Jacobs' water resource specialist will work with the Authority to understand source water quantity, diversion points, and delivery timing to be used in the subsequent analysis of blending options. A table will be developed summarizing the current understanding of source water and potential diversion points and available flow based upon season (Winter, Spring, Summer, Fall).

Scope of Work

Task 1 Workshop:

- Water Quality and Water Supply Workshop - Results from the water quality and source water supply analysis will be presented to project team members and stakeholders in a workshop for input and consensus building. Successful completion of this workshop will mark an important milestone and will continue into the next task to develop treatment options.

Task 1 Deliverable(s):

- Workshop notes delivered in pdf format.
- Summary of source water quality and quantity data consolidated into a single MS Excel file
- A table summarizing the current understanding of source water and potential diversion points and available flow based upon season (Winter, Spring, Summer, Fall)
- Summary of recommendations for additional sampling

Task 2 – Establish Goals and Develop Treatment Options

Assess Range of Blending Options. After summarizing the available water quality data, Jacobs will develop a mix of source water blends to be used as the design basis for this project phase. Blending may allow treatment of lower quality source waters with high levels of TDS, hardness or nitrates without the need of more intensive or more advanced processes, such as softening or reverse osmosis. Jacobs will be prepared to discuss these potential source water blends during the Water Quality and Water Supply Workshop to allow the Authority time to consider the blends. Source water blends will be developed and used in treatment technology selection, with scenarios such as:

- Best water quality scenario: Pump water from Dry Creek Reservoir, leveraging the rights of the different supplies that can be routed from there, or assume all NISP water.
- Good water quality scenario: Accept all available water from NISP and provide the remaining water from good water quality sources.
- Poor water quality scenario: Maximum water from worst water quality sources and provide remaining water through ditches.

Establish Finished Water Quality Goals. Establishing and documenting finished water quality targets early is critical to evaluating treatment technologies and blending scenarios. It could be as simple as meeting primary and secondary drinking water requirements and can include aesthetic parameters, such as placing limitations on taste- and odor-causing compounds, such as MIB and Geosmin, and potential TDS and hardness limits. Future regulations (evaluated concurrently under Task 4) will also be summarized and considered in the Finished Water Quality targets. Jacobs will prepare a table of water quality targets to guide treatment technology selection, with goals discussed in the Finished Water Quality Goals and Treatment Options Workshop. Parameters that impact distribution system requirements, such as corrosion control and disinfection byproduct formation potential, will be considered in this phase to the extent possible, but will need to be evaluated in more detail in future project phases, after project participants are confirmed and the finished water distribution approach is better defined.

Treatment Technology Options. Jacobs will develop three treatment alternatives and summarize each technology, its primary treatment objectives, and its relative advantages and limitations at the Finished Water Quality Goals and Treatment Options Workshop listed directly below.

Scope of Work

Task 2 Workshop:

- Finished Water Quality Goals and Treatment Options Workshop - Jacobs will conduct a workshop to present proposed finished water quality goals and treatment technologies and solicit feedback. The workshop will facilitate discussion on pros and cons of each technology, capture stakeholder preferences, and confirm three treatment alternatives to further develop towards conceptual design in Task 3.

Task 2 Deliverable(s):

- Workshop notes delivered in pdf format.
- Outcomes from this task will be summarized in the Conceptual Design Report.

Task 3 – Evaluate Three Treatment Alternatives

Develop Three Alternatives and Cost Estimates. Three potential treatment process flow diagrams (PFDs) will be developed based on client input from the Finished Water Quality and Treatment Options Workshop and are anticipated to include a combination of conventional treatment and conventional-plus treatment options. Jacobs will summarize the water quality benefits and consequences of each PFD and potential risk factors to meeting the identified Finished Water Quality Goals for each of the three potential raw water quality scenarios. To quickly develop conceptual-level design criteria and capital and O&M costs for the three alternatives, Jacobs will use Replica™ Parametric Design (RPD), an internal, desktop-based tool that allows Jacobs to rapidly develop complete treatment process trains, summarize design criteria, and cost estimates. The tool incorporates economic factors by generating capital costs and lifecycle cost models for each alternative. RPD models will be produced under the guidance of a senior engineer to input process design requirements, with a Senior Cost Engineer reviewing cost estimates to validate unit costs, markup percentages, escalation, and location cost factors. The model also develops annual operating costs for use in Present Worth cost development. Capital and operating costs for each of the three PFDs will be summarized.

Cost-Benefit Analysis. After developing cost estimates, Jacobs will use a Multi-Objective Decision Analysis (MODA) tool to select the preferred alternative. MODA is a collaborative, structured decision-making framework that evaluates both cost and non-economic criteria, providing a rational and defensible basis for comparing process alternatives. The Authority will provide input into the benefit criteria and criteria weighting used in the decision analysis.

Task 3 Workshop:

- Treatment Process Selection Workshop - Jacobs will conduct a workshop where we first present the three potential PFDs, pros and cons of each, capital and operating costs, and other risk factors. This is meant to be an extended and collaborative workshop where we'll conduct the cost-benefit analysis in real-time. Prior to the workshop, Jacobs will provide the Authority with a list of non-monetary criteria that will be considered in the analysis. Then in the workshop, the Authority will determine the weight associated with each criteria and the MODA tool will be updated to show the results of the cost-benefit analysis.

Task 3 Deliverable(s):

- Workshop notes delivered in pdf format.

Scope of Work

- Outcomes from this task will be summarized in the Conceptual Design Report. The following deliverables will be provided with this task to facilitate the workshop:
 - Process Flow Diagrams (PFDs) for three alternatives
 - Class 5 Capital and Operations and Maintenance Costs for three alternatives
 - Cost Benefit Analysis

Task 4 – Future Regulations and Regulatory Pathways

Evaluation of future regulations and regulatory pathways will begin immediately following the Kickoff Meeting to support Tasks 1 through 3.

Evaluate Future Regulatory Requirements. New contaminants are periodically considered for future inclusion in the regulated drinking water standards. Multiple PFAS chemicals were recently added which has changed the focus of many utilities. Jacobs will evaluate available PFAS data on potential sources given the prevalence of PFAS chemicals in a lot of front range sources. Jacobs will leverage our subject matter experts to identify additional contaminants that may become regulated in the future based on chemicals currently on the Contaminant Candidate List (CCL) or the Unregulated Chemical Monitoring Rule (UCMR). These future potential chemicals will be considered in the analysis of the three potential PFDs identified in Task 3.

Regulatory Pathways. Jacobs will summarize potential future compliance activities which may include the following for planning of the new WTP:

- CDPHE design approval
- CDPHE new source water quality data requirements
- Colorado State Revolving Funds (if used) triggers NEPA or "NEPA-like" Compliance per requirements
- USACE 404 permits
- Environmental Clearances
- Design-Related Permitting for Authorities Having Jurisdiction (Johnstown [if Annexed] or Weld County)
- Building Department Review
- Public Notification and Involvement
- Subsurface Utility Engineering (SUE)

Task 4 Workshop:

- No separate workshop for this task.

Task 4 Deliverable(s):

- Outcomes from this task will be summarized in the Conceptual Design Report.

Task 5 – Conceptual Design Report

Conceptual Site Layout and Phasing Concepts. Jacobs will get input from the Authority on a desired site layout and discuss the advantages and disadvantages of a campus-style layout compared to a more

Scope of Work

consolidated layout with more processes under one roof. The site layout will consider the ability to expand to its buildout capacity. Jacobs will develop a site layout for the selected treatment process on the proposed WTP site location, distinguishing between facilities required for current and future WTP flows.

Conceptual Design Report. Jacobs will prepare a Conceptual Design Report as the final deliverable to the Authority, including a basis of design summary in a format that is consistent with CDPHE requirements for a Basis of Design Report and a summary of Tasks 1 through 4 for documentation. Content to be included in the report is listed below but can easily be adjusted based on feedback or additional needs from the Authority:

- Executive Summary identifying preferred alternative and clear decision points
- Summary of Source Water Quality and Quantity
- Recommendations for additional water quality sampling and analysis
- Summary of Finished Water Quality Goals
- Summary of Treatment Alternatives Development
- Treatment train schematics (PFDs) for three alternatives
- Conceptual site layout for the preferred alternative
- Summary of Class 5 cost estimates and cost-benefit analysis
- Recommendation of preferred alternative or define remaining decision factors
- Provide a table of major assumptions and potential risks, including data limitations, permitting hurdles or design uncertainty
- Summary of Future Regulations and Regulatory/Permitting Pathways
- Long-Term Planning Considerations
- Basis of Design Summary (the format of this section will align with CDPHE requirements to the extent that is available from this project.)

Task 5 Workshop:

- No separate workshop for this task.

Task 5 Deliverable(s):

- Conceptual Site Layout for the selected alternative (to be included in the Conceptual Design Report)
- Draft & Final Conceptual Design Report

Task 6 – Project Management

Jacobs will complete the following project management tasks to support the project.

Kickoff Meeting. Jacobs will prepare for and lead a two (2) hour workshop with the Authority to kick-off the project, discuss existing information, and charter the project team. At the workshop, the team will identify roles, responsibilities, and communication pathways, review the scope of the project, review background information, discuss goals and objectives, and present and discuss the project. Jacobs's Project Manager (PM) and up to six (6) other team members will attend this meeting in person, with other

Scope of Work

team members attending remotely, if needed. For this meeting, Jacobs will coordinate with the Authority to prepare an agenda, develop presentation materials, and prepare a final workshop summary.

Monthly Progress Meetings. Monthly progress meetings will be held with a larger group (attendees determined by the relevant topics). Jacobs will coordinate with the Program Manager to set the meeting agenda, prepare materials and meeting summaries. It is assumed that Jacobs' PM will attend the monthly meetings and 2 to 3 additional Jacobs team members depending on the topics covered.

Weekly Leadership Check-In Meetings. Brief weekly check-in meetings will be held with team leadership to address high-level topics and maintain project progress. It is assumed Jacobs' PM will attend the weekly check-in meetings.

Schedule Management: Prepare and provide periodic updates to the project schedule (in a bulleted Milestone list format) showing preliminary dates for deliverables and anticipated dates for workshops, quality assurance/quality control (QA/QC) reviews, key milestone meetings, and deliverables.

Risk Management: The PM will monitor progress, identify changes, and provide the Authority with proactive communication regarding changes. The PM will develop, maintain, and update a decision log for documenting decisions made during the project and an action item log for tracking progress. Project risks will be managed through a centralized Risk Register, which identifies, evaluates, and tracks risks related to design, cost, and schedule, along with mitigation strategies. The register will be reviewed during coordination meetings to promote visibility, accountability, and proactive risk management, helping minimize disruptions and maintain alignment with project goals, budget, and schedule.

Quality Control. Project quality will be actively managed by the Jacobs Project Manager by planning and implementing a Project-Specific Quality Plan (PSQP) to define review requirements and commit subject matter experts (SMEs) to ensure conformance with project requirements, WTP design best practices, and Authority standards. Our SMEs will support continuous quality assurance through internal adjudication of reviews, documentation and resolution of comments, ongoing risk management, and application of lessons learned.

Invoices. Jacobs's PM will prepare and submit to Ally Consulting (Program Manager) a brief monthly progress report and schedule status report with the monthly invoice. The report will include a bulleted list of tasks completed during the invoice period, actual costs for each Task, and a change management update.

Task 6 Meetings:

- Project Kickoff Meeting
- Monthly Progress meetings with team
- Weekly Check In meetings with leadership team

Task 6 Deliverable(s):

- Monthly Invoices and Progress Report
- Monthly Progress Meeting Summaries
- Kickoff meeting notes delivered in pdf format.

Scope of Work

Task 7 – Owner’s Discretionary Allowance

This task includes \$45,400 to be used only for work requested and authorized by Stan Linker, Central Weld County Water District (CWCWD). Jacobs will proceed with authorized work once the scope and level of effort have been agreed upon and will only bill to the authorized amount(s).

Scope of Work Assumptions

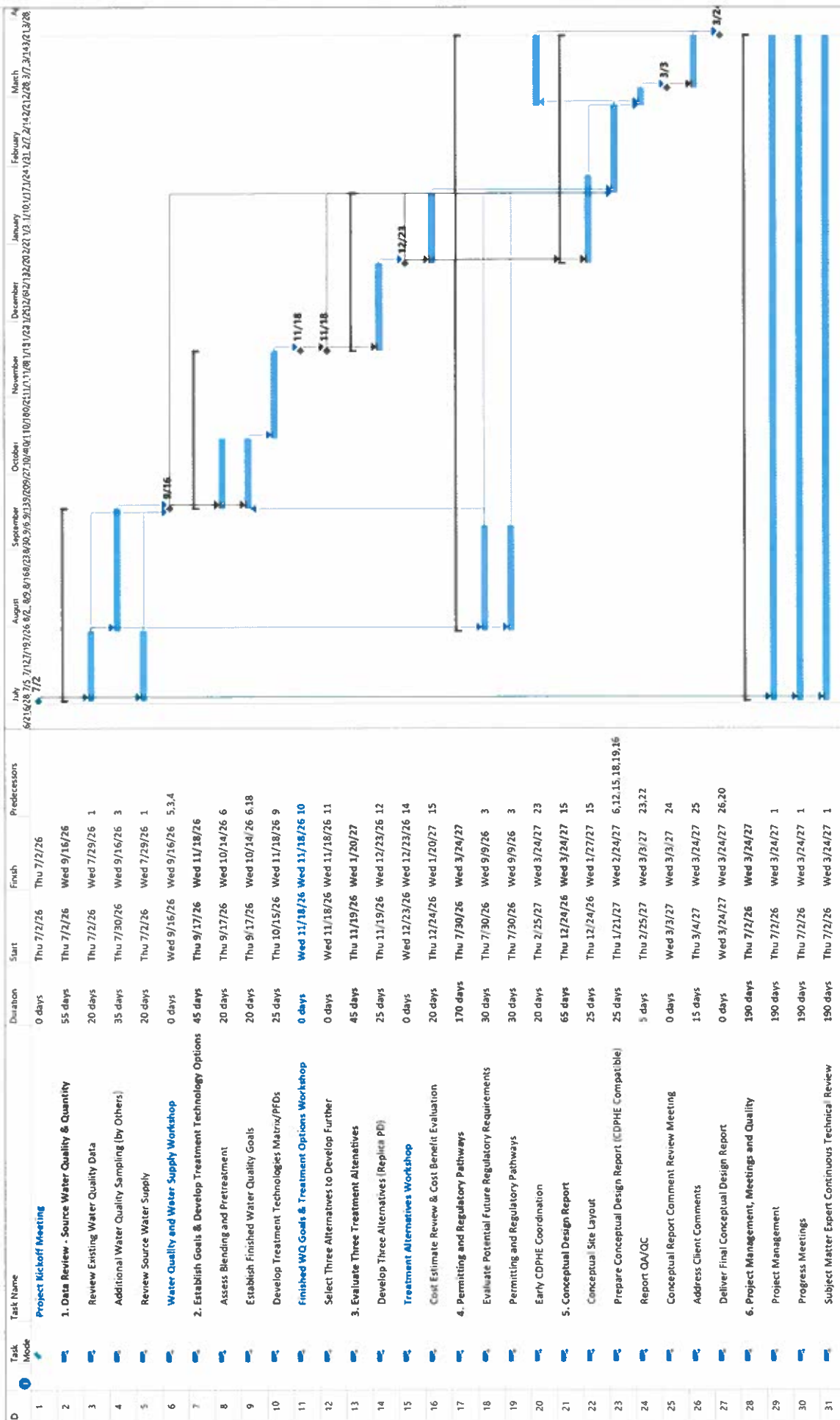
The following assumptions were used in developing this scope of work and fee for Jacobs’s services.

- Jacobs will be responsible for managing to the overall contract budget (rather than task level budgets).
- Raw water transmission and finished water distribution alternatives are not included in the alternatives analysis or the cost estimates.
- Additional water quality sampling will be by others.
- Jacobs will use proprietary software in execution of this conceptual design. Jacobs’s use of proprietary software in no way infers transfer of rights or ownership.

Attachments

1. Project Fee
2. Project Schedule

ATTACHMENT 2 - PROPOSED SCHEDULE - CONCEPTUAL DESIGN & ALTERNATIVES ANALYSIS



Page 1

EXHIBITB
(To Master Services Agreement)
FORM OF CHANGE ORDER

CHANGE ORDER#
TO TASK ORDER #101
MASTER SERVICES AGREEMENT, DATED ____

This Change Order is made and entered into this _____ day of _____, 20____, by and between **CENTRAL WELD COUNTY WATER DISTRICT**, (the "District"), and **JACOBS ENGINEERING GROUP INC.** ("Contractor"), collectively, the "Parties," and is hereby issued to modify

the terms of that certain Task Order #101 -____ ("Task Order") executed by the Parties pursuant to the terms of the Agreement (as defined herein). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement dated _____, 20____ between the District and Contractor, (the "Agreement").

1. **Services.** The Parties hereby acknowledge and agree that the Services to be provided by the Contractor pursuant to the Task Order are hereby modified as set forth in **Exhibit B-1** attached hereto and further described as follows: (describe specific changes to the Services that are being modified or removed from the original Task Order)

2. **Compensation.** Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Change Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____, as set forth in **Exhibit B-1** attached hereto. The District's payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Change Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. **Term.** The term of this Task Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 20____ OR upon the completion of the Services by Contractor].

4. **Modification.** This Change Order may not be amended, modified or changed, in whole or in part, except by a new Change Order executed by the District and the Contractor.

5. **Integrated Agreement.** This Change Order has been issued pursuant to, and is hereby made a part of, the Agreement and Task Order #101. Except as otherwise

provided herein, the terms and conditions of the Agreement and Task Order #101 remain in full force and effect and shall apply to this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order as of the
____ day of _____, 202__.

CENTRAL WELD COUNTY WATER DISTRICT

By: Stan Linker

Its: General Manager

JACOBS ENGINEERING GROUP INC.

By: _____

Its: _____

EXHIBIT B-1 TO CHANGE ORDER#
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

TOWN TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	August 11, 2026
Agenda Title/Subject:	Mountain Vista Park (MVP) Bond Financing Option
Type of Item:	Regular Item
Purpose:	Consider the information requested regarding a bond financing option for MVP
Presented by:	Chris Kirk, Town Administrator

ATTACHMENTS:

- Bond vs COP Comparison

BACKGROUND:

As the Town Board will recall, on July 28, 2026, the board voted to direct staff to prepare the documents necessary to issue Certificates of Participation (COPs) for the construction of Mountain Vista Park. While the Board provided direction, the motion also included a request to provide information about the alternative possibility of a bond election in November 2026.

As outlined to the Board in March 2026, there are some key differences between COPs and Bonds. Specifically, COPs do not require an election and can be repaid from any legally available revenues. COPs also require collateral (the park itself can be used) and the payments for the COPs are subject to annual appropriation of the Town Board.

Alternatively, the issuance of bonds requires an election, and they must be paid from a specific revenue stream, such as the Town's sales taxes for parks and recreation. Bonds do not require collateral, but they are also not subject to annual appropriation. Instead, there is a legal obligation to repay the debt through maturity.

Based on the direction given by the Board in March 2026, town staff have worked with bond counsel and financial consultants to prepare the documents necessary for the issuance of COPs. Pending the Board's final decision, the COPs can be closed on as early as this fall.

To issue bonds, the Town would first need to conduct an election in November 2026 and then prepare documentation necessary for the bond issuance. Closing on this financing option would likely take place in the 1st quarter of 2027.

To meet the statutory timelines to conduct a bond election, the Town board would need to enter into Intergovernmental Agreements (IGAs) with Larimer and Weld Counties for a coordinated election in

November. These IGAs must be signed by August 25, and staff would recommend holding a special meeting on August 18 to approve the IGAs if a bond election is the direction the Board wishes to take. Ballot language will also need to be developed and formally approved at the August 25 regular Board meeting.

FISCAL IMPLICATIONS:

While bond financing typically carries a slightly lower interest rate than COPs, the estimated debt service is within a fraction of a percent and less than \$20,000 annually. A comparison is attached to this memo for reference.

STAFF RECOMMENDATION:

Provide direction to staff about the Board's preferred method of financing for Mountain Vista Park



Town of Berthoud

Mountain Vista Park Financing Numbers Update

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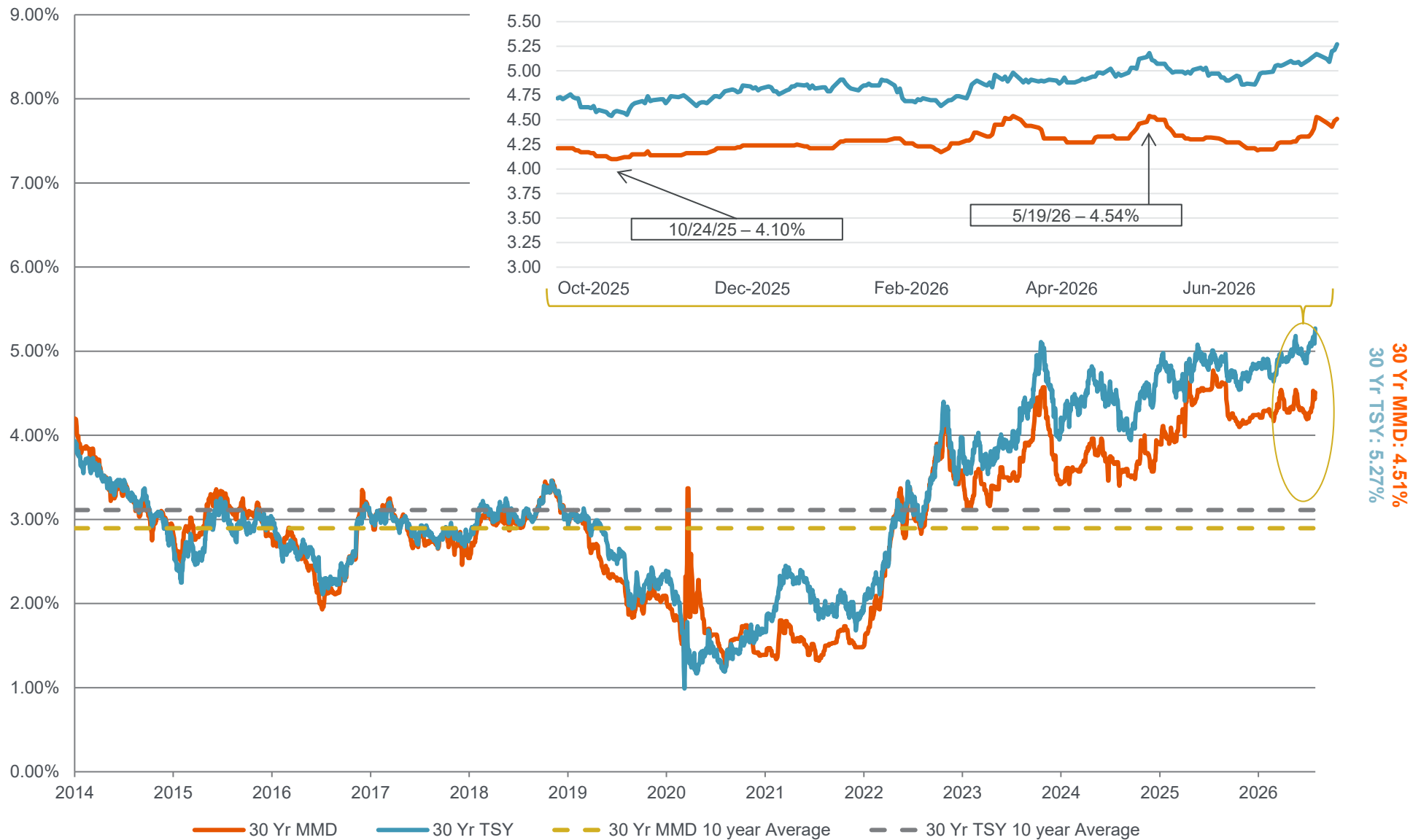
Financing Numbers Update

- Piper Sandler provides updated numbers for the Town's proposed 30-year financing to fund the Mountain Vista Park project.
- Provided below is a comparison of financing statistics between **Certificates of Participation (COPs)** and **Sales Tax Revenue Bonds**.
- Since we last ran projected numbers on July 9, 2026, interest rates have increased by **12 basis points (0.12%)** due to market volatility.

Comparison of Financing Statistics

Observation	COPs	Sales Tax Bonds	Difference
Net Proceeds	\$28,000,000	\$28,000,000	-
True Interest Cost	4.89%	4.82%	0.07%
Total Debt Service	\$54,358,000	\$53,895,500	\$462,500
Avg. Annual Debt Service	\$1,811,933	\$1,796,517	\$15,417
Term Length	30-Year	30-Year	-

30-Yr Tax-Exempt (MMD) & Taxable (TSY) Interest Rates Over Time



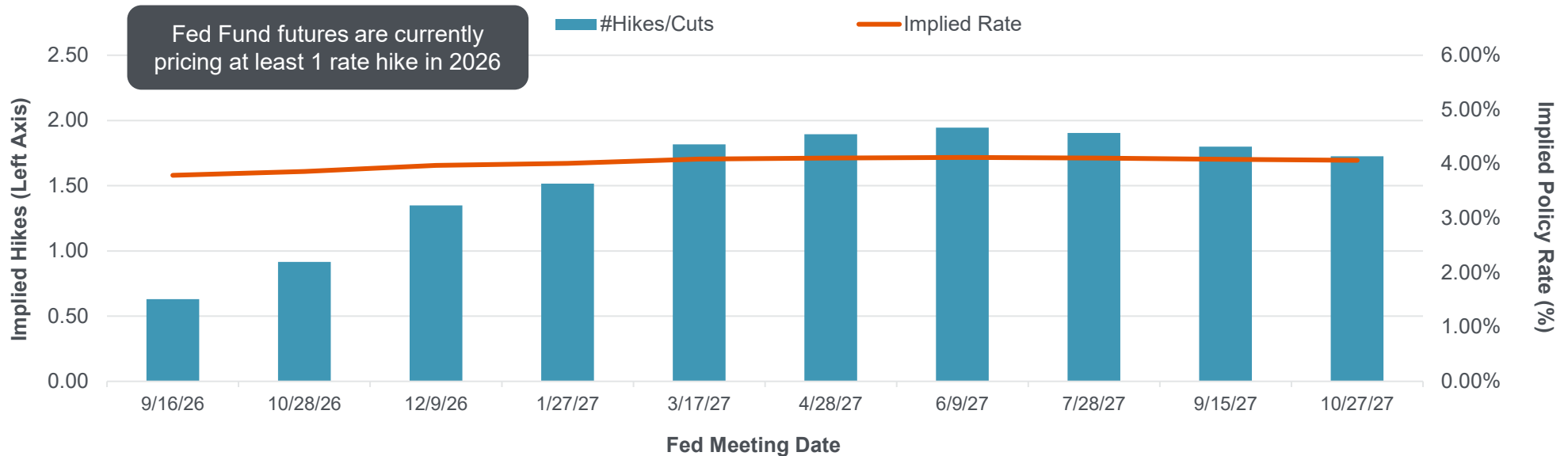
Source: Bloomberg. As of 8/3/2026

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Economic Update and Market Expectations

- **Hawkish Fed Policy:** Chair Kevin Warsh has pivoted to a hawkish stance, signaling that interest rate cuts will be delayed to ensure inflation is fully under control.
- **Rate Hike Outlook:** Markets now expect one rate hike by year-end 2026. Within the next two-year time horizon, implied probabilities from the CME Fed-Watch Tool point to two interest rate hikes.
- **Strong Market Demand:** Despite record-breaking issuance, the municipal bond market remains resilient, supported by heavy investor demand for Colorado bonds and COPs.

Market Expectations for Future Rate Targets



Source: Bloomberg. As of 8/3/2026

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Board of Trustees Information



Administration Department

Meeting Date:	August 11, 2026
Agenda Title/Subject:	Adoption of New Municipal Code Section 4.9 Regarding Board and Commissions - Ordinance 1388
Type of Item:	Regular Item
Purpose:	To adopt a single comprehensive Code Section 4.9 regarding volunteer Committees, Commission, and Boards.
Presented by:	Christian Samora

Attachments:

1. Ordinance 1388 Boards and Commissions
2. Previously Adopted Ordinances and Resolutions Re Boards and Commissions

Background:

The Town's advisory boards, commissions, and committees serve an important role in local government by providing recommendations, subject-specific expertise, and community perspectives to the Board of Trustees and Town staff. These advisory bodies support decision-making, encourage public participation, and help advance the Town's strategic goals while operating within the framework established by the Board of Trustees.

That governance framework is currently established through three ordinances and three resolutions. The proposed Ordinance No. 1388 repeals these prior ordinances and establishes a new Section 4.9 of the Berthoud Municipal Code to govern the Town's advisory boards, commissions, and committees. The intent of this ordinance is not to comprehensively replicate every provision of the existing ordinances and resolutions, but rather to consolidate key requirements into a simple, practical, and easily administered framework.

While maintaining the purpose and responsibilities of the various committees and commissions, the ordinance standardizes provisions related to appointments, terms, vacancies, meetings, officers, Board liaisons, annual reporting, and bylaws. It incorporates statutory requirements applicable to the Planning Commission and updates Chapter 30 regarding the Historic Preservation Advisory Committee. The modification to Chapter 30 was presented and accepted by the Planning Commission on July 9, 2026.

Additionally, the ordinance establishes the Public Art Advisory Committee to recommend annual public art priorities and projects aligned with the Public Art Master Plan, as well as to review community requests and recommendations related to public art. Recruitment for this committee will occur independently of the Town's annual recruitment process for existing volunteer opportunities. The Public Art Master Plan is tentatively scheduled to be presented to the Board of Trustees on September 8, 2026.

The ordinance revises the attendance policy by establishing a vacancy after three regular unexcused meeting absences within a three-month period, replacing the previous calendar-year and consecutive-meeting thresholds. Because the existing attendance provision does not distinguish between excused and unexcused absences, the revised standard provides a more consistent and practical approach while allowing flexibility for extenuating circumstances and supporting participation for board and commission members.

Overall, the ordinance creates a single, unified governance framework for the Town's advisory bodies by consolidating and replacing Ordinance 920, Ordinance 1241, Ordinance 1145, Resolution 2011-04, Resolution 2016-18, and Resolution 2019-02 with a single, unified section of the Berthoud Municipal Code. While consolidating existing provisions, the proposed ordinance maintains the core roles, responsibilities, and authorities of each board, commission, and committee.

Update/Next Steps:

If adopted, no additional steps will be needed.

Fiscal Impact and Fund Source:

This item does not have any fiscal impact.

Community Touchstones:

This ordinance supports the Town's Community Touchstones by strengthening community identity through public participation and improving organizational resiliency through consistent practices.

Recommended Action(s):

A Board Member may Move to adopt Ordinance 1388, An Ordinance of the Town of Berthoud Amending Chapter 4 of the Berthoud Municipal Code by the Adoption of a New Section 4.9, titled "Boards and Commissions". Followed by a second and a voice vote.

**Ordinance No. 1388
Series 2026**

An Ordinance of the Town of Berthoud Amending Chapter 4 of the Berthoud Municipal Code by the Adoption of a New Section 4.9, titled "Boards and Commissions"

Whereas, the Board of Trustees has previously established several boards, commissions, and committees to perform specific duties pursuant to state law or as deemed necessary by the Board of Trustees; and

Whereas, the Board of Trustees desires consolidate the general procedures for the boards, commissions, and committees and to establish the purpose and specific procedures for each board, commission, and committee.

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

Section 1. Chapter 4 of the Berthoud Municipal Code is hereby amended by the addition of a new Section 4.9 to read as follows:

4.9 Boards and Commissions

4.9-1 – General Provisions

A. Definitions

For purposes of this Chapter 4.9, the following term shall have the following meaning:

Member means an appointed member of any Town board, commission or committee established by this Chapter.

B. Membership

1. All members shall be appointed by the Board of Trustees. Appointments shall occur in September of each year or as necessary to fill vacancies.

2. All members shall serve without compensation.

3. Except as provided in Section 4.9-2, the following applies:

a. All members must be a resident of the Town. If any member ceases to be a resident of the Town their position shall be deemed vacant.

b. No person may concurrently be a member of more than two boards, commissions, or committees.

c. Each member shall be appointed to serve a two (2) year term. The terms of members shall be staggered, and the Board of Trustees may prescribe a shorter term at any time if necessary to preserve the stagger in terms.

d. Any member may serve only three (3) consecutive terms on a board, commission or committee. If appointed to fill an unexpired term, that appointment will not count towards the three (3) consecutive terms. In the absence of sufficient applications to fill vacancies on a board, commission, or committee, the Board may make an exception and extend a term beyond the limitation identified above. Additionally, a member of one board, commission, or committee that has exceeded the term limit for that board, commission, or committee shall be allowed to apply for appointment to another board, commission, or committee for an additional three consecutive terms.

e. All members are subject to removal at any time by the Town Board. The Town Board may dissolve any board or commission at any time, at the sole discretion of the Town Board.

5. Vacancies shall be filled by the Board of Trustees. Any appointment to fill a vacancy shall be for the unexpired term of vacating member. A vacancy occurs upon death; resignation; incapacity of the member; ineligibility to qualify as a member of the board, commission, or committee; or when the member has been absent from three (3) regular meetings within a three-month period.

C. Meetings

1. All meetings shall be open to the public and governed by the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*

2. A quorum for the conducting of business shall be a majority of the total number of appointed members of the board, commission, or committee, rounded up to the nearest whole.

3. Except when expressly stated otherwise, all actions shall be approved by a majority of those members present.

4. Boards, commissions, and committees shall establish a regular schedule of meeting dates, times, and locations for the upcoming year before December 31 of each year. In the absence of any business items a meeting may be cancelled. Special meetings may be scheduled throughout

the year to facilitate review of, and feedback on, specific items but should not be used as a substitute for regular meetings.

D. Officers

1. Each board, commission and committee shall elect a Chair, Vice Chair and Secretary from among its full membership at the first regular October meeting of the board, commission, or committee.

2. The Chair shall preside at all regular and special meetings of the board, commission, or committee, and shall decide all points of procedure. The Vice Chair shall assume the duties and responsibilities of the Chair in the Chair's absence. The secretary shall keep, or cause to be kept, all records including meeting minutes, of the board, commission, or committee and shall transmit all appropriate records to the Town Clerk.

3. The term of each officer shall be one (1) year or until the end of the member's term, whichever is less.

4. Officer vacancies shall be filled at the next regular meeting of the board, commission, or committee by election of the members. Officers elected to fill vacancies shall serve until the next regular election of officers.

E. Relationship to Town Board and Town staff

1. Town staff will be available to attend all board, commission, and committee meetings. No member shall direct or interfere with the work of any Town employee.

2. Only the Board of Trustees may appoint ad hoc committees from among the members of any board, commission, or committee.

3. Each board, commission, and committee shall annually prepare a written report by February 1 of each year which shall then be presented to the Board of Trustees at a public meeting. Except for the Planning Commission, the report shall include the proposed work or programs of the board, commission, or committee for the current year.

4. Following each regular municipal election, the Board of Trustees shall vote to appoint one (1) member from the Board of Trustees as a non-voting liaison member to each board, commission, or committee, except to the Planning Commission. The primary function of a Board liaison is to be a two-way communication vehicle to and from the Board of Trustees during the period between joint meetings of the Board and the board, commission, or committee. Board liaisons should attend board, commission, or committee meetings to listen to the proceedings and offer

input but should refrain from advocating for a particular position. Liaisons should also share a brief report of what the board, commission, or committee is working on during the Board Member Report portion of regular Board of Trustee meeting agendas.

5. The Board liaison member's term shall be two (2) years with eligibility for subsequent two-year terms for so long as the individual is a Trustee or the Mayor. Board liaisons are expected to miss no more than three (3) regular meetings of the respective board, commission, or committee.

6. Board liaisons serve at the pleasure of the Board of Trustees and may be removed at any time, for any reason, by a majority vote of the Board of Trustees.

7. Each board, commission and committee shall adopt bylaws, which shall be approved by the Board of Trustees prior to adoption.

4.9-2 – Specific Boards, Commissions and Committees

A. Planning Commission

1. Pursuant to Title 31, Article 23, Part 2, the Planning Commission for the Town of Berthoud is hereby established. The Planning Commission shall consist of seven (7) members. No member of the Planning Commission may be a member of the Board of Trustees; a member of any other Town board, commission or committee; or a Town employee. Each member shall be appointed to serve a three (3) year term.

2. The Planning Commission has the following purposes:

a. To prepare and refer to the Board of Trustees for approval and adoption a master plan as defined under Colorado law.

b. To perform all functions designated by this code and Colorado law, except those functions reserved to the Board of Trustees.

c. To study and recommend amendments to the Town's zoning maps to the Board of Trustees.

d. To study and recommend appropriate zoning classifications for all annexations to the Town.

e. To exchange information with other governmental agencies charged with planning and zoning responsibilities.

f. To annually update the "three-mile area" plan as required by C.R.S. § 31-12-105.

3. Following notice and an opportunity to be heard, the Board of Trustees may remove any member of the Planning Commission for inefficiency, neglect of duty, malfeasance, or any other basis provided by Colorado law.

B. Parks, Open Space, Recreation, and Trails (PORT) Committee

1. The Parks, Open Space, Recreation, and Trails (PORT) Committee is hereby established. The PORT Committee shall consist of seven (7) members.

2. Under the direction of the Board of Trustees, the PORT Committee works in conjunction with the Parks, Open Space, and Recreation Departments to recommend policies, programs and projects to the Board designed to foster diversity and utilization of the parks, open space, trails, and recreation assets of the community.

3. The PORT Committee shall provide recommendations to the Town regarding:

- a. Development and utilization of Parks and Recreation amenities;
- b. Areas that should be preserved as open space;
- c. The establishment of bikeways and trail systems;
- d. New areas for parks;
- e. Completion or updating of parks master plans;
- f. Upgrading of the existing parks facilities; and
- g. Ideas to increase parks and open space utilization.

C. Tree Advisory Committee

1. The Tree Advisory Committee is hereby established. The Tree Advisory Committee shall consist of seven (7) members.

2. Under the direction of the Board of Trustees, the Tree Advisory Committee works in conjunction with the Town Arborist to coordinate volunteer activities related to the tasks listed in subsection (3) below, manage and maintain Berthoud's Tree City USA standing; develop grant opportunities related to its tasks listed subsection (3) below; develop and operate annual activities related to Arbor Day; develop a tree inventory for the community; and maintain a community forestry management plan.

3. The Tree Advisory Committee shall make recommendations to Town staff regarding:

a. Policies, rules, regulations and specifications concerning tree augmentation; and

b. Trimming, spraying, removal, planting, purchase, disposition, pruning, preservation and protection of trees, shrubs, vines, hedges and other plants upon any public right-of-way or other Town property.

D. Historic Preservation Advisory Committee

1. The Historic Preservation Advisory Committee ("HPAC") is hereby established. The Historic Preservation Advisory Committee shall consist of seven (7) members. The qualifications of the HPAC members shall be in accordance with applicable law.

2. Under the direction of the Board of Trustees, HPAC works in conjunction with the Community Development Department to recommend policies, programs and projects to the Board designed to preserve the historic heritage and character of the Town while harmonizing such preservation with economic development.

3. The HPAC shall perform all duties designated by the Board of Trustees in Chapter 30, Section 10 of this Code.

E. Youth Advisory Commission

1. The Youth Advisory Commission (YAC) is hereby established. The YAC shall consist of seven members, all of whom shall be full-time students residing in Berthoud and at least thirteen years of age. The terms for the members shall be set for each applicant based on age and availability and shall be no more than two years in length.

2. The YAC may establish its own bylaws and procedures for nomination of candidates and conduct of meetings.

3. The Board of Trustees may from time to time appoint adult supervisors, staff support, and Board liaisons as may be necessary or desirable to further the purposes of the Commission.

4. The purpose of the YAC shall be to identify issues in the community that concern and relate to the youth in the community. The YAC may provide such advice to the Board of Trustees as it deems appropriate, but at a minimum shall prepare an annual statement setting forth the issues concerning and relating to youth and suggesting actions to be taken by the Board of Trustees and others.

F. Public Art Advisory Committee

1. The Public Art Advisory Committee (PAAC) is hereby established. The PAAC shall consist of seven (7) members.

2. PAAC shall work in conjunction with the Community Development Department to recommend annual public art priorities and projects aligned with the Public Art Master Plan, review any community requests/recommendations related to public art, review available funding and budgets, recommend projects to the Town Board for approval, serve as ambassadors for public art within the community, and promote public art opportunities and completed projects.

3. Under the direction of the Board of Trustees, PAAC shall make recommendations to the Town Administrator and/or Town Board regarding public art projects and artists, and annual priorities.

Section 2. Section 30-10-102 of the Berthoud Municipal Code is amended to read as follows:

The Town of Berthoud recognizes that certain significant historic resources located within its boundaries contribute to the unique character of the community and are irreplaceable, and as such, merit preservation. To further this goal, the Town has established a Historic Preservation Advisory Committee.

Section 3. 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 4. Repeal. Ordinances 920, 1145, and 1241 are hereby repealed. Any other 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 ____ day of _____, 2026.

Town of Berthoud

William Karspeck, Mayor

Attest

Christian R. Samora, CMC, Town Clerk

Previously Adopted Ordinances and Resolutions Regarding Boards and Commissions

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Ordinance 920 Creating Historic Preservation Commission	1
Resolution 2011-04 Concerning Membership and Organization	10
Ordinance 1145 Regarding Planning Commission	17
Resolution 2016-18 Establishing Youth Advisory Commission	19
Ordinance 1241 Regarding Planning Commission	21
Resolution 2019-02 Regarding Non-Statutory Advisory Committees	23

ORDINANCE NO. 920

AN ORDINANCE OF THE TOWN OF BERTHOUD, LARIMER AND WELD COUNTIES, COLORADO CREATING A HISTORIC PRESERVATION COMMISSION.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, LARIMER AND WELD COUNTIES:

Section 1. Historic Preservation

The purpose of this section is to promote the public health, safety, and welfare through:

- A. The protection and preservation of the Town's historic and cultural heritage, as embodied in historic structures and districts;
- B. The enhancement of property values, and the stabilization of historic commercial and residential neighborhoods;
- C. The increase of economic and financial benefits through the Town's attraction of tourists and visitors.

Section 2. Historic Preservation Commission Established.

There is hereby created a historic preservation commission, referred to as the "HPC", which shall have principal responsibility for matters of historical preservation and designation of historic sites and districts within the municipal boundaries of the Town of Berthoud.

- A. Membership. The HPC shall consist of five (5) members providing a balanced community wide representation. Four (4) members shall reside within the corporate limits of the Town and one (1) may reside in either Weld or Larimer County. Efforts will be made to locate at least two members who are either professionals or have extensive experience in history, architecture, planning or archeology. The director of the Little Thompson Museum and/or an appointed planning department representative shall serve as technical consultants to the HPC.
- B. Appointments and Terms of Office. Members of the HPC shall be appointed by the Board of Trustees and shall serve three-year staggered terms from the date of appointment. In order to stagger the initial terms of membership, the original members shall serve as follows:
 - One (1) appointee shall serve a one-year term;
 - Two (2) appointees shall serve two-year terms;
 - Two (2) appointees shall serve three-year terms.

Members may continue to serve until their successors are appointed.
Members may be appointed to serve successive terms without limitation.

Appointment to fill vacancies on the HPC shall be made by the Board of Trustees. All members of the HPC shall serve without compensation except for such amounts determined appropriate by the Board of Trustees to offset expenses incurred in the performance of their duties. The Board of Trustees for neglect of duty or malfeasance in office or for good cause or in its discretion may remove members of the HPC.

- C. Quorum and Voting. A quorum for the HPC shall consist of three members. A quorum is necessary for the HPC to hold a public hearing or to take official action. A roll call vote shall be taken upon the request of any member. A tie vote shall be deemed denial of the motion or recommended action.
- D. Officers. The HPC shall by majority vote, elect one (1) of its members to serve as chairperson to preside over the HPC's meetings, one (1) member to serve as vice-chair and one of its members to serve as secretary. The members so designated shall serve in those capacities for terms of one (1) year, and may serve successive terms.
- E. Meetings. The HPC shall meet alternate months for a total of six (6) times annually, at the minimum. Minutes shall be kept of all HPC proceedings. Meetings shall be conducted in general conformance with Robert's Rules of Order.
- F. Powers and Duties. The Berthoud HPC shall:
 - 1. Adopt criteria for review of historic resources and for review of proposals to demolish designated resources.
 - 2. Review resources nominated for designation as either a historic structure or historic district and designate those resources qualifying for such designation.
 - 3. Review and make decisions on any application for alterations to the exterior of designated historic structures or historic districts.
 - 4. Review and make decisions on any application for moving or demolishing a historic structure.
 - 5. Advise and assist owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, including nomination to the National Register of Historic Places.
 - 6. Develop and assist in public education programs including, but not limited to, walking tours, brochures, marker programs for historic properties, lectures, and conferences.
 - 7. Conduct surveys of historic properties for the purpose of defining those of historic significance, and to prioritize the importance of identified historic properties and areas.

8. Advise the Board of Trustees on matters related to preserving the historic character of the Town.

9. Actively pursue financial assistance for preservation-related programs.

10. Remove properties from the register for reasons the HPC deems appropriate including, but not limited to, acts of God, undue hardship and public health/safety concerns.

11. Establish and collect an application fee for applications made by citizens applying for historical designation or who are applying to alter or demolish a historically designated property.

G. Rules and Procedures for HPC. The HPC will conduct its meetings in accordance with the Town of Berthoud's procedures for commissions, which set forth additional rules and procedures regarding officers' duties, member resignations, vacancies, agenda procedures, etc. In addition, the HPC may establish additional rules of operation that are consistent with this code.

Section 3. Historic Designations of Structures and Districts.

A. Designation authorized. Pursuant to the procedures in this section and the criteria in Section 4, the HPC may:

1. Designate as historic an individual structure or other feature or an integrated group of structures and features on a single lot or site having special historical or architectural value;
2. Designate as a historic district an area containing a number of structures having special historical or architectural value.

Each such designation shall include a description of the characteristics of the structure or district which justify its designation and a description of the particular features that should be preserved, and shall include a legal description of the location and boundaries of the structure or historic district. The designation may also indicate alterations which would have a significant detrimental impact upon the structure or historic district. Any such designation shall be in furtherance of and in conformance with the purposes and standards of this ordinance.

The property included in any such designation shall be subject to the controls and standards set forth in this section, and eligible for such incentive programs as may be developed by the HPC, or other entities, for historic properties.

B. Procedures for designating structures and districts for preservation.

A nomination for designation may be made by a property owner, the HPC, the Board of Trustees or by any citizen by filing an application with the HPC. If the application is filed by persons other than the owner(s) of the property, the department and at least one (1) member of the HPC shall contact the owner(s) of the subject property and explain orally and provide written documentation as to the reasons for and effects of historic designation, and if possible, shall attempt to secure the consent of the owner(s) to such designation before the nomination is accepted for review by the HPC.

1. HPC Consideration of Applications. The HPC shall hold a public meeting on the proposal within sixty days after the filing of the application. The HPC shall review the application for conformance with the established criteria for designation and with the purpose of this section. Generally within thirty (30) to sixty (60) days after the conclusion of the public meeting, the HPC shall either approve, modify and approve, or disapprove the application. The HPC should also promptly notify the Board of Trustees in writing of any decision it makes.

2. Recording the Designation.

a. Recording of the designation with the appropriate County Clerk and Recorder should take place within ten (10) business days after the approval of the designation by the HPC. The HPC or Town shall pay recording fees.

b. Promptly after the receipt of the recording of the historic designation, the HPC should send notice to the owner(s) confirming the designation, the reasons for designation, and a copy of the documents recorded.

3. Signage on historic property. The HPC shall approve uniform signs for designated properties and may assist in the purchase of signs, subject to availability of funds. Such signs shall conform to Town's ordinances governing other signs in the Town.

C. Appeal of Decisions Appeals of HPC decisions must be filed with the Board of Trustees. The findings and determinations of the HPC may be reviewed, modified, affirmed, or reversed by a majority vote of the elected members of the Board of Trustees. Appeals are filed by presenting the Berthoud Town Clerk a written notice of appeal within one (1) month after the determination has been made by the HPC. The notice of appeal shall designate in detail the specific factual and legal issues being appealed. Determinations issued by the Board of Trustees shall constitute final agency action.

Section 4. Criteria for Designation

A property may be eligible for designation for historic preservation and eligible for economic incentives if it meets at least one (1) criterion in two (2) of the following categories:

A. Historic Significance.

The site, building or property has:

1. Character, interest, integrity and reflects the heritage and cultural development of the Town, State or Nation;
2. Is associated with an important historical event;
3. Is associated with an important group which contributed in a significant way to the political, and/or cultural life of the community.

B. Architectural Significance:

The property:

1. Characterizes an architectural style associated with a particular era and/or ethnic group;
2. Is identified with a particular architect, master builder or craftsman;
3. Is architecturally unique or innovative;
4. Has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance;
5. Has visual symbolic meaning or appeal for the community.

C. Geographic Significance:

The property:

1. Has proximity to a square, park, or unique area deserving of preservation,
2. Is a visual feature identifying an area or neighborhood or consists of utilitarian and commercial structures historically and geographically associated with an area.

D. A district may be designated if the HPC determines that the proposed district meets the definition of a historic district pursuant to the

criteria for single properties and meets one (1) or more of the following criteria:

1. An area which exemplifies or reflects the particular cultural political, economic or social history of the community;
2. An area identified with historical personages, groups, or which represents important events in national, state or local history;
3. An area which embodies distinguishing characteristics of an architectural type or style inherently valuable for the study of a period, method of craftsmanship, method of construction or of indigenous materials or craftsmanship;
4. An area, which due to its unique location or singular characteristics, presents established and familiar visual features of the neighborhood, or town; or
5. An area which is representative of the notable work of a master builder, designer, or architect whose individual ability has been recognized.

Section 5. Special duties, privileges and obligations.

Owners of designated properties shall be eligible for all economic incentives and tax benefits relating to historic designations, whether the source of funds or incentives are local, state or national

A. Maintenance shall be required of the owners of historic properties and owners of properties in a historic district. Maintenance is defined as:

1. The structure shall not be permitted to deteriorate to a degree that negatively impacts its visual or structural properties; and
2. The surrounding environment such as fences, sidewalks, gates, steps, signs and accessory structures shall be kept in good repair so as not to negatively impact the historic structure.

B. Owners intending to reconstruct, improve, demolish or in any way significantly alter or change the exterior of a historic property, or a property in a historic district, must first submit their plan for review to the appropriate Town departments as to compliance with all Town codes and ordinances.

C. After consultation with the applicable Town departments, the owner shall submit a plan for review by the HPC, and the HPC shall grant a certificate of approval for alterations to properties, or demolition of properties within historic districts, that the HPC finds would not alter or diminish the historic character of the property or district.

D. If a certificate of approval is granted by the HPC, the applicant must obtain all necessary permits required by the Town's ordinances.

E. Action of the HPC upon denial of certificate of approval.

1. If the proposed plan to alter, relocate, or demolish a designated property or a property within a historic district, is denied, the HPC acting with all due diligence, shall explore with the applicant available means for substantially preserving the historic property or district affected by the denial. These investigations may include, by way of example and not of limitation:

a. Feasibility of modification of the plans.

b. Feasibility of alternative use of the structure(s) which would substantially preserve the original character.

2. If the HPC is unsuccessful in developing either alternate plans or an appropriate public or private use for such structure(s), which are acceptable to the applicant, it shall notify the owner and the Building Inspection Department in writing. If the owner and the HPC cannot reach a compromise, then an appeal may be filed pursuant to Section 3(E).

Section VI. Exemptions

In the event a property or district has been designated by the HPC as historic, the Board of Trustees may exempt such property or portions thereof if it finds that historic designation creates an undue hardship.

A. Economic Hardship Exemption. An economic hardship exemption may be granted if:

1. The owner purchased the property prior to the historic designation and is unable to obtain a reasonable return on investment in the property's present condition or in a rehabilitated condition;

or

2. For non-income producing properties the owner's inability to resell the property in its current condition or rehabilitated for at least 85% of its fair market value as valued and without designation as a historical structure.

3. The economic hardship claimed is not self-imposed.

B. Health/Safety Hardship. To qualify for undue hardship, the applicant must demonstrate that the requirements of the historic designation

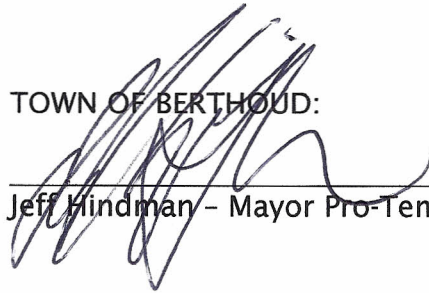
create an unreasonable situation because of health and/or safety considerations.

Section 7. Effective Date

The Board of Trustees of the Town of Berthoud herewith finds, determines and designates that this Ordinance shall take effect and be in force thirty (30) days after publication.

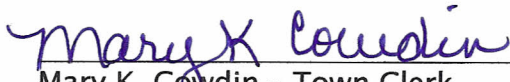
At its meeting February 26, 2002, a public hearing was set by the Board of Trustees of the Town of Berthoud for its meeting held on the 12th day of March, 2002. After the public hearing, the Ordinance was read, passed and ordered published by the Board of Trustees at its meeting this 12th day of March, 2002.

TOWN OF BERTHOUD:



Jeff Hindman - Mayor Pro-Tem

ATTEST:



Mary K. Cowdin - Town Clerk

Published: 3-14-02

RESOLUTION NO. 4-11

A RESOLUTION OF THE TOWN OF BERTHOUD, LARIMER AND WELD COUNTIES, COLORADO CONCERNING THE MEMBERSHIP, ORGANIZATION, TERMS OF OFFICE, FUNCTIONS, AND DUTIES OF THE PARKS AND OPEN SPACE ADVISORY COMMITTEE, THE PLANNING COMMISSION, THE TREE ADVISORY COMMITTEE, HISTORIC PRESERVATION ADVISORY COMMITTEE, THE TRANSPORTATION ADVISORY COMMITTEE AND THE UTILITY ADVISORY COMMITTEE.

WHEREAS, the Board of Trustees has recently conducted work sessions regarding the composition of the Town's advisory Board's and Commissions; and

WHEREAS, each of the current advisory Boards and Commissions affected by this Resolution has been consulted by staff and/or members of the Board of Trustees; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, LARIMER AND WELD COUNTIES, COLORADO THAT:

Section 1: Policy of the Town of Berthoud regarding volunteer committees is as follows:

Section 2: ORGANIZATION, MEMBERSHIP AND ROLE

A. Creation, Membership, Terms.

- (1) There shall be a Parks and Open Space Advisory Committee, Planning Commission, Tree Advisory Committee, Historic Preservation Advisory Committee, Transportation Advisory Committee and Utility Advisory Committee formed under the authority of the Town of Berthoud Board of Trustees.
- (2) All members of a Commission or Committee shall serve without pay.
- (3) Membership of the Parks and Open Space Advisory Committee, Tree Advisory Committee, Historic Preservation Advisory Committee, Transportation Advisory Committee and Utility Advisory Committee shall consist of seven (7) members. At least four (4) members shall be residents of the Town and up to three (3) members may be from the rural, unincorporated areas in the greater Berthoud area within the Berthoud Fire District boundaries, or a person with substantial ties to the Berthoud community, as long as a majority of Town resident representation is maintained on the Committee. Substantial ties shall be defined to include without limitation, ownership of real property, employment, or conduct of a business or profession within the corporate limits of the Town. If any Town resident appointed as a member ceases to reside in the Town, his or her membership may revert to an open rural representative/substantial ties position at the discretion of the Board (Board action) for the duration of that term, or if the rural representative/substantial ties positions are filled, that members appointment shall immediately terminate. All members, both Town

resident members and rural/substantial ties members, may vote on matters before the Advisory Committees listed in this #3.

- (4) Unless otherwise approved by the Board, terms for all Commission or Committee members will be for three (3) years and any member may serve only two (2) consecutive terms on any Commission or Committee in any capacity. After a one (1) year absence a person may begin another term or terms on the Commission or Committee that they had previously served on. If appointed to fill an unexpired term, that interim appointment shall not count towards the two (2) consecutive terms available to that member. In the absence of enough applications to fill vacancies on a Commission or Committee, the Board can make an exception and extend a term beyond the limitation identified above.
- (5) All terms on a Commission or Committee shall begin on September 1 and end on August 31 of the respective members' appointment.
- (6) Except as noted below, no person may be a member of more than two Committees at any one time. Any person may be a member of the Planning Commission and one (1) other Committee at any one time.
- (7) Each Commission or Committee shall submit an Annual Report of the previous year's accomplishments of that Commission or Committee by February 1 of the following year. Such annual report is to include a section on the proposed work program of the Commission or Committee for the current year.
- (8) Except as noted below, the role of each Commission or Committee is to review material presented to it by staff of the Town of Berthoud and provide recommendations on that material to staff. Staff will then provide that recommendation to the Planning Commission and/or Town Board as appropriate. At times, the staff recommendation may differ from the recommendations of the Commission or Committee.
- (9) No members of any Commission or Committee shall contact or attempt to negotiate on behalf of the Town with any outside agencies or individuals regarding any matter before the Town or that Commission or Committee without the expressed written consent of the Town Administrator.
- (10) Members of any Commission or Committee shall refrain from participating in any decision in which they have a "substantial interest." This includes non-financial conflicts, such as close proximity to an area under consideration (three hundred feet), close friendship with one of the parties to a decision, or any other situation which would lead to a clear "appearance of impropriety."
- (11) Members of any Commission or Committee shall refrain from acting on or discussing, formally or informally, a matter before the city, if acting on the matter - or failing to act on the matter, may personally or financially benefit any of the persons or entities listed in #9 above. Such an official or employee should join the public if the recusal occurs at a public meeting, or leave the room if it is not a public meeting.

- (12) New Commission or Committee members shall meet with the respective staff liaisons to review rules, regulations, role and bylaws prior to serving on the Commission or Committee. When possible, exit interviews should be conducted with departing Commission or Committee members to determine areas in which the Town can be more helpful to that Commission or Committee. The Town shall strive to provide funding for appropriate in-service training for Commission or Committee members.

Section 3: PROCEDURES

A. Meetings, Appointments, Voting.

- (1) Commissions or Committees shall establish a regular schedule of meeting date(s) each month as need dictates. In the absence of any business items for a Commission or Committee a meeting may be cancelled with proper notice.
- (2) All members of any Commission or Committee are expected to attend and be prepared for meetings. Members absent from 4 meetings in any calendar year, or 4 consecutive meetings, are considered to have resigned from that Commission or Committee. Members who are considered to have resigned as stated above may petition the Board for reinstatement to that Commission or Committee by showing legitimate cause for those absences.
- (3) Except as noted below, any Commission or Committee without a regular meeting in any six (6) month period may be disbanded by the Board of Trustees following a staff recommendation to the Board of Trustees.
- (4) All Commission or Committee meetings, except as properly noticed by the Town Clerk, will be held at the Town of Berthoud Town Hall.
- (5) All Commission or Committee agendas will be developed by staff liaisons and provided to the Town Clerk before 11:00 a.m. on the Monday of the week prior to the meeting.
- (6) Every attempt will be made by Staff to provide notice of the cancellation of any regular Commission or Committee meeting on the Friday of the week prior to that Commission or Committee meeting.
- (7) The Planning Commission and all Committees shall keep minutes and records of resolutions, transactions, findings, and determinations, which records shall be public records.
- (8) Except as noted below, the Mayor shall appoint one (1) member from the Board of Trustees as a non-voting liaison member to each Commission or Committee. The Board liaison member's term shall be two (2) years with eligibility for subsequent two-year terms for so long as he or she remains a member of the Board of Trustees. Board liaisons are expected to miss no more than three (3) regular meetings of the respective Commission or Committee.

- (9) Members of any Commission or Committee may be removed from office upon written notice by the Board of Trustees for inefficiency, neglect of duty, malfeasance or for any relocation that results in non-compliance with eligibility provisions.
- (10) The Board of Trustees shall make such appointments as necessary to fill the unexpired terms of vacancies that may occur on any Commission or Committee with the exception of any vacancy left by the non-voting Board liaison member, which shall be filled by appointment by the Mayor.
- (11) Each Commission or Committee shall, on an annual basis at the first regular meeting of each calendar year, elect from within their members officers including a Chair, Vice Chair and Secretary. Term of each position is one (1) year or until the end of that member's term, whichever is less. Officer vacancies shall be filled at the next regular meeting of the Commission or Committee by election of the members. Officers elected to fill vacancies shall serve until the next regular election of officers. Officer descriptions and duties include:
 - (a) Chair who shall preside at all regular and special meetings of the Commission or Committee and shall decide all points of procedure.
 - (b) Vice chair who shall assume the duties and responsibilities of the chair in the chair's absence.
 - (c) Secretary who shall keep, or cause to be kept, all records including meeting minutes, of the Commission or Committee and shall transmit all appropriate records to the Town Clerk to become part of the official Town Record.
- (12) A quorum of the full membership is necessary to open any meeting and conduct the business of any Commission or Committee. An affirmative vote of a majority of the voting members present shall be necessary for passage of any recommendation or action item.

Section 4: SPECIFIC PROVISIONS

A. Parks and Open Space Advisory Committee

- (1) The Parks and Open Space Advisory Committee shall advise and provide recommendations to staff of the Parks and Recreation Department on such matters as areas that should be preserved as open space, the establishment of bikeways and trail systems, identifying new areas for parks, annual budgets, completion or updating of parks master plans, the maintenance and upgrading of the existing parks and reviewing development proposals with regard to parks and open space issues.

B. Planning Commission

- (1) Pursuant to Title 31, Article 23, Part 2, the Planning Commission for the Town of Berthoud is hereby re-established and reconfirmed as required by §31-23-202.

- (2) The Planning Commission is created for the following purposes:
- (a) To prepare and maintain, subject to periodic revision as necessary, a Master Plan as described by §31-23-206, C.R.S.
 - (b) To implement the provisions of the Development Code and Zoning and Subdivision Ordinances of the Town and to perform all functions referred to in said ordinances where appropriate reference to the Planning Commission is made.
 - (c) To study and recommend to the Board of Trustees amendments to the Zoning Maps of the Town.
 - (d) To study and recommend appropriate zoning classifications for all annexations to the Town.
 - (e) To exchange information with other governmental agencies charged with planning and zoning responsibilities.
 - (f) To annually update the "three mile area" plan as required by §31-12-105 C.R.S.
 - (g) To have all other duties and powers incidental to the above and any and all powers and duties set out by state statute, except that nothing herein shall permit the Planning Commission to make amendments, additions or changes in the zoning of the Town, such powers expressly being reserved by the Board of Trustees.
- (3) The Planning Commission shall consist of seven (7) members who are residents of the Town plus one rural representative as a non-voting member. If any Town resident appointed as a member ceases to reside in the Town, his or her membership may revert to an open rural representative position at the discretion of the Town Board (Board action) for the duration of that term, or if the rural representative position is filled, that members appointment shall immediately terminate.

C. Tree Advisory Committee

- (1) The Tree Advisory Committee shall make recommendations to staff of the Town of Berthoud concerning policies, rules, regulations and specifications concerning tree augmentation, the trimming, spraying, removal, planting, purchase, disposition, pruning, preservation and protection of trees, shrubs, vines, hedges and other plants upon the public right-of-way of any street, alley, sidewalk or other public place in the Town or upon privately owned property in the Town.
- (2) The Tree Advisory Committee shall work with staff of the Town to:
 - (a) Coordinate volunteer activities related to its tasks listed above
 - (b) Manage and maintain Berthoud's Tree City USA standing
 - (c) Develop grant opportunities related to its tasks listed above
 - (d) Develop and operate annual activities related to Arbor Day

- (e) Develop a tree inventory for the community
- (f) Maintain a community forestry management plan

D. Historic Preservation Advisory Committee

- (1) The Historic Preservation Advisory Committee shall conduct all activities necessary and appropriate to maintain Berthoud's Certified Local Government status with the State of Colorado and Colorado Historical Society.
- (2) The Historic Preservation Advisory Committee shall also make recommendations to staff of the Town of Berthoud concerning:
 - (a) Criteria for review of historic resources and for review of proposals to demolish designated resources.
 - (b) Resources to be nominated for designation as either a historic structure or historic district and designation of those resources qualifying for such designation.
 - (c) Application for alterations to the exterior of designated historic structures or historic districts.
 - (d) Application for moving or demolishing an historic structure.
 - (e) Advice and assistance to owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, including nominations to the Local, State or National Registers of Historic Places within both the Town and the greater Berthoud area.
 - (f) Public education programs including, but not limited to, walking tours, brochures, marker programs for historic properties, lectures and conferences within both the Town and the greater Berthoud area.
 - (g) Conduct surveys of historic properties for the purpose of defining those of historic significance, and to prioritize the importance of identified historic properties and areas.
 - (h) Matters related to preserving the historic character of the Town.
 - (i) Support of financial assistance for preservation-related programs.
 - (j) Removal of properties from the register for reasons including, but not limited to, acts of God, undue hardship and public health/safety concerns.
 - (k) Application fees for applications made by citizens applying for historic designation or who are applying to alter or demolish a historically designated property.

E. Transportation Advisory Committee

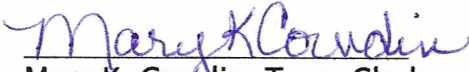
- (1) The Transportation Advisory Committee shall provide recommendations to Town of Berthoud staff on transportation, transit, and related issues.

F. Utility Advisory Committee

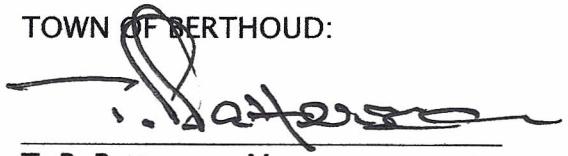
- (1) The Utility Advisory Committee shall advise and make recommendations to the staff of the Town of Berthoud on matters pertaining to utility policy, including budgeting and financial planning for the utilities operated by the Town, reviewing utility master plans and capital improvement plans for the Town's utilities and reviewing other utility relate issues. For the purpose of this article, the word utility shall include water, wastewater (sewer), drainage, electric, telephone, cable television, trash and telecommunications utilities.

At its meeting on March 8, 2011, this Resolution was read, passed and adopted by the Board of Trustees.

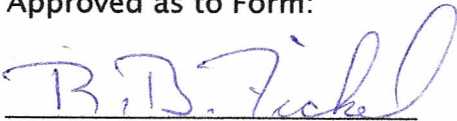
ATTEST:


Mary K. Cowdin, Town Clerk

TOWN OF BERTHOUD:


T. P. Patterson, Mayor

Approved as to Form:


R.B. Fickel, Town Attorney

ORDINANCE NO. 1145

**AN ORDINANCE ESTABLISHING RULES REGARDING MEMBERSHIP IN THE
TOWN OF BERTHOUD PLANNING COMMISSION**

WHEREAS the Town of Berthoud Planning Commission was created by Resolution 4-11 on March 8, 2011, in compliance with Section 31-23-202 of the Colorado Revised Statutes ("Statutes");

WHEREAS Section 31-23-203(4) of the Statutes authorizes the governing body of a municipality to provide by ordinance for the size, membership, designation of alternate membership, terms of members, removal of members pursuant to section 31-23-203(3) of the Statutes, and filling of vacancies of the municipality's planning commission as such is described in section 31-23-202 of the Statutes; and

WHEREAS the Board of Trustees of the Town of Berthoud desires to exercise the authority granted by Section 31-23-203(4) of the Statutes;

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

Section 1. Membership rules for the Town of Berthoud Planning Commission set forth in Section 4.B(3) of Resolution 4-11, as well as any other provision found in any other resolution or ordinance that is in conflict with this Ordinance or that relates to the same subject matter, are repealed.

Section 2. The Town of Berthoud Planning Commission, which will be referred to herein as the "Commission," shall be composed of seven members.

Section 3. There shall be three ex officio members consisting of the Mayor or his or her designee from the members of the Board of Trustees, a member of the Board of Trustees selected by the Mayor, and a member of the Board of Trustees selected by the Board of Trustees. The balance of the membership, which will be referred to herein as the "Appointed Members," shall be appointed by the Board of Trustees but may not be members of the Board of Trustees.

Section 4. All members of the Commission shall be bona fide residents of the municipality and, if any member ceases to reside in such municipality, his membership on the Commission shall automatically terminate.

Section 5. All members of the commission shall serve without compensation. The Appointed Members shall hold no other municipal office.

Section 6. Except as otherwise set forth in this Ordinance, the terms of the members of the Commission shall be as set forth in this section. The terms of the ex officio members shall terminate at the end of the then-current term (at the time of appointment to the Commission) as Trustee or Mayor. Re-election to office as Trustee shall not constitute automatic reappointment to the Commission. The term of each of the Appointed Members shall be three years or until his or her successor takes office. Reappointment of both ex officio members and Appointed

Members to consecutive terms shall be permitted. Except as otherwise provided herein, a member may serve only two consecutive terms. If at the end of an expiring term there are no applicants for the position, then the member may be appointed for an additional term without regard to the number of consecutive terms previously served by such member.

Section 7. Any member of the Commission may be removed, after public hearings, by the Board of Trustees for inefficiency, neglect of duty, or malfeasance in office. The Board of Trustees shall file a written statement of reasons for such removal.

Section 8. Except as otherwise set forth in this Ordinance, vacancies occurring otherwise than through the expiration of term shall be filled for the remainder of the unexpired term by the Mayor in the case of members designated or appointed by the Mayor and by the Board of Trustees in the case of members appointed by it.

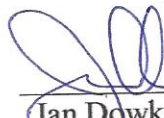
Section 9. At the time when this Ordinance takes effect, if any member of the Commission does not qualify for membership under this Ordinance, such member's membership is terminated. All positions on the Commission shall be subject to appointment or designation in accordance with section 3 of this Ordinance for a period of thirty (30) days after the date this Ordinance takes effect. Absent resignation, automatic termination of membership by operation of this section, or appointment of replacements within thirty (30) days as permitted by this section, all members of the Commission at the time when this Ordinance takes effect shall retain their memberships, which shall be deemed to have commenced on their actual, original commencement date.

Section 10. If one or more reasons are given below, then this ordinance shall take effect immediately upon its adoption because such immediate effectiveness is necessary to the immediate preservation of the public peace, health, or safety for such reasons; otherwise this ordinance shall take effect on October 26, 2012:

PASSED, ADOPTED, SIGNED AND APPROVED this the 25th day
of September, 2012.

TOWN OF BERTHOUD

By:



Jan Dowker, Mayor Pro-Tem

ATTEST:

By: 

Mary K. Cowdin, Town Clerk

**TOWN OF BERTHOUD, COLORADO
RESOLUTION NO. 18-16**

A RESOLUTION TO ESTABLISH YOUTH ADVISORY COMMISSION

WHEREAS, the Board of Trustees of the Town of Berthoud ("Town") has determined that it would be in the best interest of the Town to obtain the input and engagement of youth residing in the Town and adjacent suburban areas; and

WHEREAS, the Town finds that the formation of a Youth Advisory Commission would provide an opportunity to develop leadership skills in local youth, expose youth to public sector service, and provide a source of valuable youth input to the Board of Trustees; and

WHEREAS, the Town intends to establish the Youth Advisory Commission as an advisory Board of the Town, comprised of seven members at least thirteen years of age who are full-time students at a school located within the Town; and

WHEREAS, the Board of trustees may from time to time designate a staff member and board liaison to assist with the oversight and direction of the Commission; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BERTHOUD, COLORADO AS FOLLOWS:

1. An advisory body to be known as the Berthoud Youth Advisory Commission is hereby established, effective at such time as its initial members are nominated and selected by the Town Board of Trustees..
2. The budget of the Youth Advisory Commission shall be determined annually by the Town as part of its budget process.
3. The Commission shall consist of seven members, all of whom shall be full-time students at a Berthoud school and at least thirteen years of age.
4. Appointments to the Commission shall be made by the Board of Trustees as with other Town Boards and Commissions.
5. The terms for the commission members shall be set for each applicant based on age and availability, but shall be no more than two years in length. Beyond that, the Commission may establish its own by-laws and procedures for nomination of candidates and conduct of meetings..

6. The Town Board of Trustees may from time to time appoint adult supervisors, staff support, and Trustee liaisons as may be necessary or desirable to further the purposes of the Commission.

INTRODUCED, MOVED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD THIS 13th DAY OF SEPTEMBER, 2016.



Steve Mulvihill, Mayor

ATTEST:



Alisa R. Darrow, Town Clerk



ORDINANCE 1241
TOWN OF BERTHOUD

AN ORDINANCE AMENDING RULES REGARDING MEMBERSHIP IN THE
TOWN OF BERTHOUD PLANNING COMMISSION

WHEREAS the Town of Berthoud Planning Commission was created by Resolution 4-11 on March 8, 2011, in compliance with Section 31-23-202 of the Colorado Revised Statutes ("Statutes");

WHEREAS Section 31-23-203(4) of the Statutes authorizes the governing body of a municipality to provide by ordinance for the size, membership, designation of alternate membership, terms of members, removal of members pursuant to section 31-23-203(3) of the Statutes, and filling of vacancies of the municipality's planning commission as such is described in section 31-23-202 of the Statutes; and

WHEREAS the Board of Trustees of the Town of Berthoud desires to continue to exercise the authority granted by Section 31-23-203(4) of the Statutes by altering the membership structure of the Commission, effective for new appointments after the effective date of this Ordinance;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, COLORADO, THAT THE BERTHOUD MUNICIPAL CODE SHALL BE AMENDED TO INCLUDE THE FOLLOWING SECTION 3.11 AS FOLLOWS:

Section 3.11 – PLANNING COMMISSION MEMBERSHIP

Section 3.11-1. Membership rules for the Town of Berthoud Planning Commission set forth in Section 4.B(3) of Resolution 4-11, as well Ordinance 1145, and any other provision found in any other resolution or ordinance that is in conflict with this Ordinance or that relates to the same subject matter, are repealed.

Section 3.11-2. The Town of Berthoud Planning Commission, which will be referred to herein as the "Commission," shall be composed of seven members.

Section 3.11-3. All seven members of the Commission shall be citizens of the Town not currently serving on the Town Board of Trustees, and shall be selected by a majority vote of the Board of Trustees.

Section 3.11-4. All members of the Commission shall be bona fide residents of the municipality and, if any member ceases to reside in such municipality, his membership on the Commission shall automatically terminate.

Section 3.11-5. All members of the commission shall serve without compensation. The members shall hold no other municipal office.

Section 3.11-6. The term of each of the Members shall be three years or until his or her successor takes office. Reappointment to consecutive terms shall be permitted. Except as

otherwise provided herein, a member may serve only two consecutive terms. If at the end of an expiring term there are no applicants for the position, then the member may be appointed for an additional term without regard to the number of consecutive terms previously served by such member.

Section 3.11-7. Any member of the Commission who fails to attend four or more regular meetings of the Commission within a calendar year, or who fails to attend four regular meetings in any four-month period, shall be deemed to have resigned their position and shall be replaced without further hearing or process. Any member of the Commission may also be removed, after public hearings, by the Board of Trustees for inefficiency, neglect of duty, or malfeasance in office.

Section 3.11-8. Except as otherwise set forth in this Ordinance, vacancies occurring otherwise than through the expiration of term shall be filled for the remainder of the unexpired term by vote of the Board of Trustees after open advertisement of the vacancy and an adequate opportunity for submission of applications.

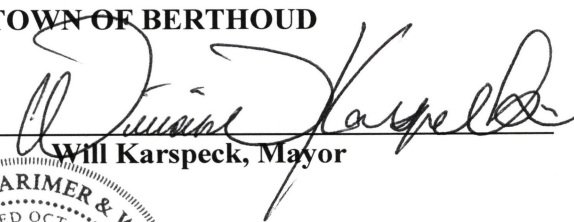
Section 3.11-9. All members of the Commission who were not appointed as Board of Trustee representatives and whose terms have not expired at the time when this Ordinance takes effect shall retain their memberships, which shall be deemed to have commenced on their actual, original commencement date.

EFFECTIVE DATE: This ordinance shall take effect immediately upon its adoption because immediate functioning of the Berthoud Planning Commission is necessary to the immediate preservation of the public peace, health, or safety of the citizens of Berthoud.

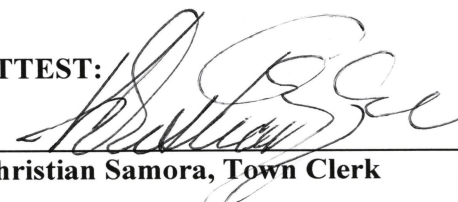
INTRODUCED, READ, PASSED, AND ADOPTED THIS 1st DAY OF May, 2018

TOWN OF BERTHOUD

BY:


Will Karspeck, Mayor

ATTEST:


Christian Samora, Town Clerk



RESOLUTION NO. 2019-02
A RESOLUTION OF THE TOWN OF BERTHOUD, LARIMER AND WELD
COUNTIES, COLORADO UPDATING THE MEMBERSHIP, ORGANIZATION,
PROCEDURE, FUNCTIONS, AND DUTIES OF ALL NON-STATUTORY ADVISORY
COMMITTEES

WHEREAS, the Board of Trustees seeks to revise and supplement its uniform set of organizational and procedural Rules for non-statutory advisory Committees; and

WHEREAS, experience with operations since adoption of Resolution 5-17 has illuminated certain changes which would be beneficial to the function and governance of advisory Boards and Commissions; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, LARIMER AND WELD COUNTIES, COLORADO THAT Resolution 5-17 is hereby withdrawn, amended and re-enacted to read as follows:

Section 1: The following rules shall govern all non-statutory advisory Committees existing or hereafter created by the Town of Berthoud, except where a separate Resolution (such as the Youth Advisory Board) is approved by the Board of Trustees:

Section 2: ORGANIZATION, MEMBERSHIP AND ROLE

A. Existing Boards, Commissions, and Membership

- (1) The Board of Trustees hereby re-establishes and affirms the mission of the following Committees, each subject to the more detailed statement of mission set forth in Section 4 of this Resolution:
 - a. Under the direction of the Town Board, the Berthoud Tree Advisory Committee works in conjunction with the Town Arborist and the Department of Parks and Recreation to recommend policies, programs and projects to the Board designed to preserve and promote the health and expansion of the urban forest as more fully set out in Section 4(A) of this Resolution;
 - b. Under the direction of the Town Board, the Berthoud Historic Preservation Advisory Committee works in conjunction with the Community Development Department to recommend policies, programs and projects to the Board designed to preserve the historic heritage and character of the Town while harmonizing such preservation with economic development as more fully set out in Section 4(B) of this Resolution;
 - c. Under the direction of the Town Board, the Berthoud Parks, Open Space, Recreation, and Trails (PORT) Committee works in conjunction with the Department of Parks and Recreation to recommend policies, programs and projects to the Board designed to foster diversity and utilization of the parks, open space, trails, and recreation assets of the community as more fully set out in Section 4(C) of this Resolution.
- (2) All members of a Committee shall serve without pay.

(3) All Committees of the Board shall contain at least five (5) and no more than seven (7) appointed members serving staggered terms. No meetings of a Committee shall be held if membership on a Committee drops below four (4).

(4) To create staggered terms that are consistent and easier to manage across all Committees, current Committee member terms are hereby modified as follows:

All Committee members whose terms expire in calendar year 2019, shall expire on September 30, 2019.

All Committee members whose terms expire in calendar year 2020, shall expire on September 30, 2020.

All Committee members whose terms expire in calendar year 2021, shall expire on September 30, 2021.

(5) Membership on each committee shall be approved by motion before the Board of Trustees. Additionally, the following rules shall apply:

a. All members must reside within the limits of the Town. Any members serving on a Committee as of the date of this Resolution passing that do not live within the limits of the Town shall no longer be eligible for service on the committee. Any new members appointed to fill any vacancy created by the change shall have their initial term set by the Board to create staggered terms on the committee.

b. If any Town resident appointed as a member ceases to reside in the Town, his or her membership shall immediately terminate.

c. Terms for all members will be for two (2) years except for appointments made in calendar years 2019, 2020, and 2021 where the Board may choose to appoint members for shorter or longer terms to create consistent and staggered terms for all committees. Any member may serve only three (3) consecutive terms on a Committee. If appointed to fill an unexpired term, that interim appointment shall not count towards the three (3) consecutive terms available to that member. In the absence of enough applications to fill vacancies on a Commission or Committee, the Board may make an exception and extend a term beyond the limitation identified above. Additionally, a member of one Committee that has exceeded the term limit for that Committee shall be allowed to apply for appointment to another Committee for an additional three consecutive terms.

d. In July of each year, Town staff will publicly advertise all appointments whose terms expire in September of that same year. Applicants for the Committees will be interviewed in August and September and appointments will be made before September 30 of each year.

e. Any members serving on a Committee as of the date of this Resolution passing that have already served a total of six consecutive years on that Committee, shall fulfill their current terms as modified herein. Upon expiration of said term, the member shall not be reappointed to the Committee which he or she has previously exceeded the term limits established until at least two years have passed.

f. No person may be a member of more than two Committees at any one time.

- g. Each Committee shall meet at least semi-annually with the Board. During said meetings, the Committee will provide a report of its activities and will suggest new policies, programs and projects for the Board to consider, if any. At the meeting, the Board will hear the report and direct the committee to work with Town staff to pursue development of the policies, programs and projects proposed by the Committee or otherwise identified by the Board, if any.
- h. No members of any Committee shall negotiate on behalf of the Town with any outside agencies or individuals regarding any matter before the Town or that Committee without the expressed written consent of the Town Administrator. No member of any Committee shall expend Town funds, or request reimbursement for expenditures, without prior written consent of the Town Administrator.
- i. Members of Committees shall refrain from participating in any decision in which they have a "substantial interest." This includes nonfinancial conflicts, such as close proximity to an area under consideration (three hundred feet), close friendship with one of the parties to a decision, or any other situation which would lead to a clear "appearance of impropriety."
- j. New Committee members are encouraged to meet with the respective staff liaisons to review rules, regulations, role and bylaws prior to serving on the Committee. When possible, exit interviews should be conducted with departing Committee members to determine areas in which the Town can be more helpful to that Committee.
- k. The Town shall strive to provide funding for appropriate in-service training for Committee members. Such training may be requested by individual committee members, or suggested by Town staff, and may be granted upon an affirmative vote of a majority of the Committee and the Town Board.

Section 3: PROCEDURES

A. Meetings, Appointments, Voting.

- (1) Commissions or Committees shall establish a regular schedule of meeting dates, times, and locations for the upcoming year before December 31 of each year. In the absence of any business items for a Committee a meeting may be cancelled with proper notice. Other special meetings may be scheduled throughout the year in order to facilitate review of, and feedback on, specific items but should not be used as a substitute for regular meetings.
- (2) All members of a Committee are expected to attend and be prepared for meetings. Members absent from 3 meetings for any reason in any calendar year, or 3 consecutive meetings, are considered to have resigned from that Committee and will be notified as such by Town staff. Members who are considered to have resigned as stated above may petition the Board for reinstatement to that Commission or Committee by showing legitimate cause for those absences. Excessive tardiness may also be cause for removal from a Committee. Late arrivals to Committee meetings shall be noted in the minutes and at the discretion of the Committee, may be submitted to the Town Board for consideration of removal.

- (3) Except as noted below, any Committee without a regular meeting in any six (6) month period may be disbanded by the Board of Trustees following a staff recommendation to the Board of Trustees.
- (4) All Committee meetings will be noticed as required by any State or local code and will be held at the Town of Berthoud Town Hall unless special circumstances dictate an alternate location and proper notice of the change in location has been provided. The Committee may choose the meeting room at Town Hall but must arrange for all meetings to have an electronic record of proceedings. The use of meeting rooms shall be scheduled in advance with the Town Clerk's office and included on the public notice.
- (5) All Committees will meet at least semi-annually with the Town Board to report on activities and obtain direction for upcoming agendas. Each actual meeting agenda shall be assembled by the Town staff liaison in conjunction with the Chair of the Committee.
- (6) Every attempt will be made by Staff to provide notice of the cancellation of any regular Committee meeting on the Friday of the week prior to that Committee meeting. Cancellation notices will be delivered to interested parties via e-mail, posted at Town Hall in a public place, and posted to the Town's website. Other media outlets may be used at the discretion of the staff liaison.
- (7) Following each regular municipal election, the Board shall vote to appoint one (1) member from the Board of Trustees as a non-voting liaison member to each Committee. The primary function of a board liaison is to be a two-way communication vehicle to and from the board during the period between joint meetings of the Board and the Committees. Board liaisons should attend committee meetings to listen to the proceedings and offer input but should refrain from advocating for a particular position. Liaisons should also share a brief report of what the committee is working on during the Board Member Report portion of regular Board meeting agendas.
- (8) The Board liaison member's term shall be two (2) years with eligibility for subsequent two-year terms for so long as he or she remains a member of the Board of Trustees. Board liaisons are expected to miss no more than three (3) regular meetings of the respective Committee.
- (9) Board Liaison Members of any Committee serve at the pleasure of the Board of Trustees and may be removed at any time by a majority vote of such appointing body.
- (10) The Board of Trustees shall make appointments to any vacancy on the committee by majority vote of the Board. Such appointments will be made after the vacancy is advertised publicly and applications are received by the Town Clerk. Applicants will be interviewed by a nominating committee made up of two (2) Board Members appointed by the Mayor, one (1) Committee Member appointed by a majority vote of the Committee, and the Staff Liaison. Appointees who are appointed to fill an unexpired term shall serve until the end of the term for which they are appointed.
- (11) Each Committee shall, on an annual basis at the first regular meeting after October 1 of each calendar year, elect from within their members officers

including a Chair, Vice Chair and Secretary. Term of each position is one (1) year or until the end of that member's term, whichever is less. While not required, it is encouraged that each committee elect new Officers each year. Officers elected to fill vacancies shall serve until the next regular election of officers. Officer descriptions and duties include:

- (a) Chair who shall preside at all regular and special meetings of the Committee and work with the staff liaison to prepare meeting agendas.
 - (b) Vice chair who shall assume the duties and responsibilities of the chair in the chair's absence.
 - (c) Secretary who shall keep, or cause to be kept, all records including meeting minutes, of the Committee and shall transmit all appropriate records to the Town Clerk to become part of the official Town Record. The Town will strive to provide an electronic record of each committee meeting however, the written minutes of each meeting as recorded by the Secretary and approved by the Committee, shall be the official record of the meeting.
- (11) A quorum of the full membership is necessary to open any meeting and conduct the business of any Commission or Committee. When vacancies exist on the Committee, a quorum shall be defined as a majority of the current membership but at no time shall less than four constitute a quorum. An affirmative vote of a majority of the voting members present shall be necessary for passage of any recommendation or action item.

Section 4: SPECIFIC COMMITTEES AND SPECIAL PROVISIONS

A. Tree Advisory Committee

- (1) The Tree Advisory Committee shall make recommendations to the Town of Berthoud concerning policies, rules, regulations and specifications concerning tree augmentation, the trimming, spraying, removal, planting, purchase, disposition, pruning, preservation and protection of trees, shrubs, vines, hedges and other plants upon the public right-of-way of any street, alley, sidewalk or other public place in the Town or upon privately owned property in the Town.
- (2) The Tree Advisory Committee shall work in conjunction with the Town Arborist's efforts to:
 - (a) Coordinate volunteer activities
 - (b) Manage and maintain Berthoud's Tree City USA standing
 - (c) Develop grant opportunities related to its tasks listed above
 - (d) Develop and operate annual activities related to Arbor Day
 - (e) Develop and maintain a tree inventory for the community
 - (f) Maintain a community forestry management plan

B. Historic Preservation Advisory Committee

- (1) The Historic Preservation Advisory Committee shall support the Town's efforts to maintain Berthoud's Certified Local Government status with the State of Colorado and Colorado Historical Society.

- (2) The Historic Preservation Advisory Committee shall also make recommendations to the Town concerning:
- (a) Criteria for review of historic resources and for review of proposals to demolish designated resources.
 - (b) Resources to be nominated for designation as either a historic structure or historic district and designation of those resources qualifying for such designation.
 - (c) Application for alterations to the exterior of designated historic structures or historic districts.
 - (d) Application for moving or demolishing an historic structure.
 - (e) Advice and assistance to owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, including nominations to the Local, State or National Registers of Historic Places within both the Town and the greater Berthoud area.
 - (f) Public education programs including, but not limited to, walking tours, brochures, marker programs for historic properties, lectures and conferences within both the Town and the greater Berthoud area.
 - (g) conduct surveys of historic properties for the purpose of defining those of historic significance, and to prioritize the importance of identified historic properties and areas.
 - (h) Matters related to preserving the historic character of the Town.
 - (i) Support of financial assistance for preservation-related programs.
 - (j) Removal of properties from the register for reasons including, but not limited to, acts of God, undue hardship and public health/safety concerns.
 - (k) Application fees for applications made by citizens applying for historic designation or who are applying to alter or demolish a historically designated property.

C. PORT Committee

- (1) The PORT Committee shall provide recommendations to the Town regarding:
- a. Development and utilization of Parks and Recreation amenities
 - b. Areas that should be preserved as open space
 - c. The establishment of bikeways and trail systems
 - d. New areas for parks
 - e. Completion or updating of parks master plans
 - f. Upgrading of the existing parks facilities
 - g. Ideas to increase parks and open space utilization.

Section 5: AD HOC COMMITTEES

- (1) From time to time, the Board may establish ad hoc committees to review and provide recommendations for specific key issues or projects. These ad hoc committees shall be dissolved upon completion of the tasks given at formation or upon a majority vote of the Board. Such committees shall not be bound by the rules and regulations set forth for standing committees in Sections 1 through 4 of this resolution.
- (2) All ad hoc committees shall be established by a majority vote of the Board and members of the committee will be appointed by a majority vote of the Board. All members serve at the pleasure of the Board and may be removed at any time upon a majority vote of the Board.
- (3) Ad Hoc committees may be established from time to time as needed by a majority of the Town Board. The members of such committee shall elect a chair at the first meeting of said committee. Members of standing committees may be appointed to serve on ad hoc committees. Any number of members may be appointed by the Board but in no instance shall there be more than seven (7) members of an ad hoc committee.
- (4) Meeting dates and times shall be established by the chair. Agendas shall be prepared by the chair. A secretary shall be appointed by the committee and a written record of the meetings shall be kept. Electronic recordings are preferred as an alternative to written minutes.

PASSED, ADOPTED AND APPROVED THIS 20th day of February, 2019.

TOWN OF BERTHOUD

BY:

William Karspeck

William Karspeck, Mayor

ATTEST:

Christian Samora
Christian Samora, Town Clerk

