



MEETING OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, November 22, 2022, 6:30 p.m.

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

You may also join virtually using Zoom:

Phone: 1-346-248-7799 or 301-715-8592

Web: www.zoom.us/join

Use this Meeting ID: 864 9988 6326

Please note that you will need to call into the meeting if you wish to speak and do not have a microphone on your computer. If you are using a mobile device, it is highly recommended that you download the Zoom app.

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

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

- 1. **Consent Agenda** (Christian Samora) (5 Min)
Consent Agenda items are considered to be routine by the Town Board and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.
 - a) November 22, 2022, Meeting Agenda
 - b) November 8, 2022, Meeting Minutes
 - c) Resolution 2022-13 Approving an Extension of Oil & Gas Administrative Suspension
 - d) City of Fort Collins FLEX Agreement
 - e) Termination of 2007 Development Agreement with Safeway and M&K Investments
 - f) Berthoud Community Library Board Appointments
 - g) October 2022 Board Update
- 2. **Youth Advisory Commission Presentation** (Youth Commission) (15 Min)
- 3. **Larimer County Sale of Little Thompson Farm** (Larimer County) (30 Min)
- 4. **Family Medical Leave Insurance Opt-Out** (Cindy Leach) (15 Min)
Resolution 2022-12 – Approving opt out from participation in the Family and Medical Leave Insurance Program
- 5. **Park Hours Code Amendment – Public Hearing** (Jim Anderson) (15 Min)
Ordinance 1311 – Amending the Berthoud Municipal Code regarding the hours of public parks, Open Space, Recreational Areas and permitting to grant exclusive use thereof

November 22, 2022, Meeting Agenda

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

6. **Authorization of Newell Farm Purchase – Public Hearing** (Erin Smith) (10 Min)
Ordinance 1312 – An Ordinance of the Town of Berthoud, Colorado, authorizing the purchase of real property located at 236 E State Highway 56, Berthoud, Colorado
7. **Introduction of Ordinance Adopting Codes by Reference** (Curt Freese) (15 Min)
Ordinance 1313 – An Ordinance amending Chapter 11, of the Municipal Code of the Town of Berthoud, for the purposes of adopting the 2021 International Building Code by reference with amendments, the 2021 International Residential Code by reference with amendments, the 2021 Existing Building Code by reference with amendments, the 2021 Energy Code by reference with amendments, the 2020 National Electrical Code by reference with electric vehicle amendments, the 2021 International Plumbing Code by reference with amendments, the 2021 International Mechanical Code by reference with amendments, the 2021 International Fuel Gas Code by reference with amendments, Graywater Systems Control Regulation 86 by reference with amendments, the 2021 International Mechanical Code by reference with amendments, and the 2021 International Swimming Pool And Spa Code by reference with amendments.
8. **2023 Annual Budget Update** (Chris Kirk) (15 Min)

VI. ELECTED OFFICIAL REPORTS (10 Min)

1. Town Board – Tim Hardy, May Soricelli, Mike Grace, Sean Murphy, Karl Ayers, and Jeff Butler.
2. Mayor – William Karspeck
3. Staff – Town Administrator, Attorney

VII. EXECUTIVE SESSION

Pursuant to C.R.S. § 24-6-402(4)(e)(I) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators. And the following details are provided: Potential Development Incentives

VIII. ADJOURN

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

November 22, 2022, 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.



BOARD OF TRUSTEES INFORMATION

ADMINISTRATION DEPARTMENT

Meeting Date:	November 22, 2022
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) November 22, 2022, Meeting Agenda
- b) November 8, 2022, Meeting Minutes
- c) Resolution 2022-13 Approving an Extension of Oil & Gas Administrative Suspension
- d) City of Fort Collins FLEX Agreement
- e) Termination of 2007 Development Agreement with Safeway and M&K Investments
- f) Berthoud Community Library Board Appointments
- g) October 2022 Board Update

BACKGROUND:

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

UPDATE/NEXT STEPS:

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

FISCAL IMPACT AND FUND SOURCE:

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

COMMUNITY TOUCHSTONES:

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

RECOMMENDED ACTION(S):

"Move to combine and approve the items on the Consent Agenda."

Followed by a second and a vote.



MEETING MINUTES OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, November 08, 2022, 6:30 p.m.

I. REGULAR MEETING CALLED TO ORDER – Mayor Pro-Tem Grace

Mayor Pro-Tem Grace called the meeting to order.

II. PLEDGE OF ALLEGIANCE – Mayor Pro-Tem Grace

Mayor Pro-Tem Grace led the Pledge of Allegiance.

III. ROLL CALL – Mayor Pro-Tem Grace

The following Board Members were present:

Mike Grace, Mayor Pro-Tem
Karl Ayers, Trustee
Tim Hardy, Trustee
May Soricelli, Trustee
Sean Murphy, Trustee
Jeff Butler, Trustee

The following Board Members were absent:

William Karspeck, Mayor

The following were also present:

Chris Kirk, Town Administrator
Christian Samora, Town Clerk
Erin Smith, Town Attorney
Jim Anderson, LCSO Sergeant
Michelle Adams, Deputy Town Clerk
Cindy Leach, Finance Director
Mike Foote, Oil and Gas Attorney

IV. CITIZEN PARTICIPATION

Sarah Lincoln and Butch Hause spoke regarding the Newell Farm Purchase.

V. SCHEDULED ITEMS and ESTIMATED TIMES FOR DISCUSSION

1. Consent Agenda

(Christian Samora)

Consent Agenda items are considered to be routine by the Town Board and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.

- a) November 8, 2022, Meeting Agenda
- b) October 25, 2022, Meeting Minutes
- c) Town Hall EV Charger Project Bid Award
- d) September 2022 Financial Information

Trustee Hardy moved to combine and approve the items on the Consent Agenda, as listed on the Meeting Agenda. Trustee Butler seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

2. **Park Hours – Introduction** (Jim Anderson)
Ordinance 1311 – Amending the Berthoud Municipal Code regarding the hours of Public Parks, Open Space, Recreational Areas and permitting to Grant exclusive use thereof

Sergeant Anderson gave an introduction and provided background information.

The Board gave direction to bring the ordinance back for consideration at the November 22, 2022 Town Board Meeting.

3. **Family and Medical Leave Insurance Opt-Out** (Cindy Leach)
Resolution 2022-12 – Approving opt out from participation in the Family and Medical Leave Insurance Program
- Mayor Pro-Tem Grace allowed testimony to be given.
- There were not any members in the audience who wished to provide testimony.
- The testimony remained open, and the Resolution will return for consideration on November 22, 2022.

4. **Oil and Gas Regulations** (Mike Foote)
- Mike Foote and Sabrina Trask provided a short presentation and answered questions posed by the Board.
- Leslie Tassie of Berthoud spoke an encouraged public participation.
- Individually, the Board will send emails to Foote, Smith, and Kirk in an effort to identify specific issues that need to be addressed in any new oil and gas regulations.

5. **2023 Annual Budget Overview** (Chris Kirk)
- Kirk provided a comprehensive presentation of the 2023 Annual Budget.

Trustee Murphy moved to extend the meeting to 10:00 PM. Trustee Soricelli seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

VI. ELECTED OFFICIAL REPORTS

1. Town Board – Tim Hardy, May Soricelli, Mike Grace, Sean Murphy, Karl Ayers, and Jeff Butler.

Trustee Ayers Reported:

The PORT committee discussed pickleball and the Jaskowski property. There was discussion with regard to having disc golf on the property.

Ayers asked about the speed limit on Highway 56. Kirk clarified that CDOT controls the speed limit, and the Town would need to request a change.

Ayres contacted other municipalities with regard to how they designate their intermediary trail systems.

Trustee Murphy Reported:

Murphy suggested having an employee highlight on social media. Kirk stated that staff is already working on doing so.

Murphy stated that it is nice to see the Fickel Park restroom in place

Murthy participated in the energy efficiency cohort, which wrapped up its last meeting. Murphy state he will be sharing more in the future.

Trustee Hardy Reported:

Hardy thanked Kirk for the Board Updates.

Historic Preservation is focusing on walking tours.

Berthoud Mainstreet is planning for Snow Fest and the parade, which has ten entries so far.

Mayor Pro-Tem Grace Reported:

The Youth Advisory Commission will be making a presentation regarding Scorch Fest at a future meeting.

2. Staff – Town Administrator, Attorney

Grace referenced an email regarding a noise complaint. Kirk stated that it is being addressed, although the complaint is not within Town limits.

Leach and Elish are working on a business support program.

VII. ADJOURN The meeting adjourned at 9:53 PM.

Town Clerk or Deputy Town Clerk

Mike Grace, Mayor Pro-Tem



BOARD OF TRUSTEES INFORMATION

ADMINISTRATION DEPARTMENT

Meeting Date:	November 22, 2022
Agenda Title/Subject:	Extension of Administration Suspension of Oil and Gas Applications
Type of Item:	Consent Agenda
Purpose:	To extend the temporary administrative suspension of consideration of oil and gas permit applications
Presented by:	Chris Kirk

ATTACHMENTS:

- Resolution 2022-13 Extending a temporary administrative suspension of consideration of oil and gas permit applications

BACKGROUND:

The current Oil and Gas administrative suspension will expire on November 20, 2022. Staff recommends extending the moratorium for an additional 180 days as work on establishing oil and gas regulations continues.

As the Board is aware, the Town is engaged with an attorney who specializes in oil and gas regulations to assist in the development of regulations for the Town of Berthoud. It is not anticipated that any additional extensions will be needed.

UPDATE/NEXT STEPS:

A similar resolution was previously approved on May 24, 2022 and is set to expire on the date referenced above. Staff will continue working with the attorney that has engaged with the Town to develop solutions regarding oil and gas regulations.

FISCAL IMPACT AND FUND SOURCE:

No fiscal impacts are expected from the extension of the administrative suspension.

COMMUNITY TOUCHSTONES:

The suspension was adopted following the State's passage of SB 19-181. The goal of the suspension was to give the Town time to monitor other regulatory policy processes in the State and Region to give Berthoud the best chance to consider a new regulatory framework that was effective at allowing oil and gas development while protecting residents and the environment from possible harmful effects. Adopting such a framework

is expected to enhance the touchstones of Community Identity and Sustainability.

RECOMMENDED ACTION(S):

Approve this Resolution as part of the Consent Agenda.

**TOWN OF BERTHOUD
RESOLUTION NO. 2022-13**

**A RESOLUTION EXTENDING A TEMPORARY ADMINISTRATIVE
SUSPENSION OF CONSIDERATION OF OIL AND GAS PERMIT
APPLICATIONS**

WHEREAS, the Town Board of Trustees of the Town of Berthoud (the "Town") pursuant to C.R.S. 31-15-103, has the power to pass resolutions; and

WHEREAS, on April, 3rd, 2019, the Colorado General Assembly passed sweeping oil and gas legislation in the form of Senate Bill 181 that fundamentally shifted regulatory responsibility and authority in the State of Colorado, and whereas said legislation specifically authorizes increased local control in the area of oil and gas regulation; and

WHEREAS, Senate Bill 181 imposes a moratorium on the issuance of drilling permits by the Colorado Oil and Gas Commission ("COGCC") until the COGCC board can be reformed as required by Senate Bill 181; and

WHEREAS, on May 24, 2022 the Town Board of Trustees passed a Resolution suspending processing of new oil and gas permit applications for 180 days or until new Regulations were developed and approved by the Town. Since that time Town staff, in conjunction with other municipalities, has continued to develop draft oil and gas regulations (the "Draft Regulations") to be considered by the Town in light of new Regulations from the COGCC but has not completed such regulations; and

WHEREAS, no permit applications have been submitted to the Town, and in light of the absence of any activity the Town Board of Trustees deems it prudent to continue its suspension of consideration of new Oil and Gas permits for an additional reasonable period of time to allow staff to complete the Draft Regulations; and

WHEREAS, the Town Board of Trustees deems it beneficial to have additional time to assess the potential of regional cooperation and regionally consistent regulation;

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

180-Day Administrative Suspension:

The Town Board of Trustees hereby continues its administrative suspension of the consideration of new oil and gas permit applications for the shorter of 180 calendar days, or until the Town Board of Trustees adopts new oil and gas regulations.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, ON NOVEMBER 22, 2022

TOWN OF BERTHOUD

BY: _____
William Karspeck, Mayor

ATTEST:

Christian Samora, Town Clerk



BOARD OF TRUSTEES INFORMATION

ADMINISTRATION DEPARTMENT

Meeting Date:	November 22, 2022
Agenda Title/Subject:	City of Fort Collins FLEX Agreement
Type of Item:	Consent Agenda
Purpose:	To approve an Intergovernmental Agreement between the Town of Berthoud and the City of Fort Collins
Presented by:	Christian Samora

ATTACHMENTS:

- 2023 City of Fort Collins FLEX Intergovernmental Agreement

BACKGROUND:

On an annual basis, the Town enters into an agreement with the City of Fort Collins to provide regional connector bus service. More specifically, the “FLEX” bus service is operated by the City of Fort Collins bus system (Transfort) and the FLEX service operates along the Hwy 287 Corridor between Fort Collins and Boulder. One of the FLEX bus stops is in Downtown Berthoud, giving residents the ability to utilize this regional bus service.

In exchange for the service being provided to Berthoud, the Town agrees to contribute to the direct and indirect costs of operating FLEX. Using ridership data, Transfort calculates the cost share for each entity served by the system, including Berthoud. For 2023, the Town’s portion of cost for the FLEX service is \$55,055. To offset this cost, the Town also allows Transfort to withhold \$15,928 of Federal transit funding from Urbanized Area Formula grant funding that the Town would otherwise receive. This leaves the Town responsible for \$34,127 of the costs for FLEX in 2023.

UPDATE/NEXT STEPS:

- No additional steps are needed if approved.

FISCAL IMPACT AND FUND SOURCE:

The funded indicated above are included in Fund 39 of the proposed 2023 Annual Budget.

COMMUNITY TOUCHSTONES:

This request is most pertinent to *Resiliency*.

RECOMMENDED ACTION(S):

Approve this Intergovernmental Agreement as part of the Consent Agenda.

**INTERGOVERNMENTAL AGREEMENT
FOR BUS SERVICE BETWEEN THE CITY OF FORT COLLINS AND
THE TOWN OF BERTHOUD**

This Agreement is made this _____ day of _____, 2023, between the **City of Fort Collins, Colorado**, a municipal corporation (hereafter “Fort Collins”), and the **Town of Berthoud**, a public body corporate and politic (hereafter “Berthoud”) (Fort Collins and Berthoud collectively may be referred to as the “Parties” or, individually, as a “Party”).

RECITALS

WHEREAS, the Parties desire to provide regional connector bus service between Fort Collins and Berthoud; and

WHEREAS, Fort Collins has its own fixed-route bus system (hereinafter “Transfort”);

WHEREAS, FLEX is a regional connector bus service operated by Transfort in partnership with Loveland, Berthoud, Longmont, City of Boulder, and Boulder County (hereinafter “Partners”) to provide services to said communities pursuant to separate Intergovernmental Agreements; and

WHEREAS, Transfort is willing and able to extend FLEX services along the U.S. Highway 287 and Highway 119 corridors between Fort Collins and Boulder (hereinafter “FLEX”) with stops in Fort Collins, Loveland, Berthoud, Longmont, and Boulder; and

WHEREAS, the Parties have determined that significant economic and efficiency benefits result for each Party through the provision of FLEX by Transfort.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, receipt and adequacy of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. The foregoing recitals are hereby incorporated as though fully set forth herein.
2. Fort Collins shall provide connector bus service, FLEX, in accordance with the terms of this Agreement and as specifically identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference, throughout the term of this Agreement. The services identified and described in **Exhibit A** are subject to increase, modification, reduction, termination, and pursuant to this **Section 2** and **Section 4** of this Agreement.
 - a. Increased service beyond that described in **Exhibit A** may be provided by Fort Collins, at its sole discretion, to the extent Fort Collins determines appropriate given the demand for service and available resources. Prior to providing additional service at Fort Collins’ expense, Fort Collins shall provide advance written notice to the Partners. Prior to providing additional service with Partner

contribution, Fort Collins and the Partners will amend Exhibit A and the respective cost share associated with the change. If the Partners and Fort Collins cannot agree to amend Exhibit A for the additional service then any such additional service that exceeds the services described in **Exhibit A** may be reduced or stopped by Fort Collins, at its sole discretion. Prior to reducing or stopping any such additional service, Fort Collins will make reasonable efforts to provide 30 days of advance written notice to the Partners.

- b. In the event Fort Collins determines that circumstances require modification of FLEX services as described in **Exhibit A** to better accommodate the demand for service or the efficient provision of service, Fort Collins shall be entitled to implement such modification at its sole discretion. Fort Collins will make reasonable efforts to provide 30 days of advance written notice of any such modification to the Partners.
3. This Agreement shall commence on January 1, 2023 and shall continue in full force and effect until December 31, 2023 unless sooner terminated as herein provided.
4. Fort Collins agrees that all services provided under this Agreement shall be consistent with Transfort system operating policies and procedures, as the same may be amended, from time to time, in Fort Collins' sole discretion, and that all such services shall be consistent with the Transfort operation schedule.
5. In consideration of the services provided by Fort Collins under this Agreement, and the mutual financial commitments herein made, Town of Berthoud agrees to contribute to the direct and indirect costs of operating FLEX, as supplemented by such additional federal or state grant funds as may be available therefor. The Parties agree to use ridership data to formulate the cost share associated with each Partner. Based on average ridership data from 2019, 2020 and 2021, for each term of this Agreement, Berthoud shall pay to Fort Collins the amount of \$50,055 for the year 2023 for its share of direct and indirect costs of operating FLEX subject to any cost share adjustment pursuant to **Section 7** or need for additional service pursuant to Section 1. Fort Collins currently maintains and administers Berthoud's portion of the Urbanized Area Formula Funding (49 U.S.C. § 5307) grant funds (the "5307 Funds"). Berthoud will allow Fort Collins to withhold \$15,929 from its balance of 5307 Funds from the Fiscal Year 2023. Town of Berthoud will remain responsible for the remaining amounts owed under this IGA after deduction of the 5307 Funds, in the amount of \$34,127. Fort Collins will invoice Partners in the first quarter of 2023 for the FLEX service provided in 2023. Such payment shall be made within 60 days after receipt of an invoice.
6. Any additional revenues collected by Berthoud from the operation of FLEX, shall be remitted to Fort Collins. Such revenue, and any additional revenues collected by Fort Collins from the operation of FLEX, shall be used to supplement FLEX operation expenses to equally benefit the Parties.
7. The Parties agree to run a ridership analysis on a triennial basis and adjust cost shares according to ridership quantities relative to each Partner. Ridership data will be an average of the previous year of service.
8. The Parties acknowledge and agree that the budget proposal for operation of FLEX for 2023 (or any subsequent term of this Agreement if extended pursuant to **Section 2**) includes projected FLEX Revenue and anticipated revenues from bus fares pursuant to **Section 10** ("FLEX Fare Revenue"). If FLEX Revenue

and FLEX Fare Revenue for 2023 (or any subsequent term of this Agreement if extended pursuant to **Section 2**) is insufficient to meet the budget for operation of FLEX, the Parties may elect to appropriate and pay their pro rata share of any shortage. If either Party does not appropriate and pay its pro rata share of the shortage in FLEX Revenue and FLEX Fare Revenue, Fort Collins in its sole discretion may reduce FLEX services as necessary to reduce operating expenses in an amount sufficient to address such a shortage or terminate FLEX service. Prior to any reduction in service or termination, Fort Collins shall provide advance written notice to the Partners.

9. Fort Collins Transfort buses will utilize Regional Transportation District (hereafter “RTD”) stops in Boulder, or as otherwise agreed upon by the Parties.
10. The basic cash fare to be charged for FLEX shall be One Dollar and Twenty-Five Cents (\$1.25) per ride; however, Fort Collins currently is not charging fares for the Transfort bus system. Notwithstanding, Fort Collins in its sole discretion shall be entitled to modify the fare to be charged as necessary for the efficient and cost-effective operation of FLEX, provided that advance written notice of any such modification is provided to the Partners. All Fort Collins discounted fare categories for Transfort bus service will apply to FLEX. Fort Collins shall collect any fares due from passengers and accurately record and account for such fare receipts and ridership levels. Fort Collins shall prepare quarterly reports of such receipts and ridership levels and shall provide such quarterly reports to the Partners.
11. All Fort Collins and City of Loveland bus pass programs will be accepted as full fare to ride FLEX. Transfers from FLEX to the Transfort or COLT bus systems will be honored. RTD Eco Pass will be accepted as full fare to ride FLEX; however, free transfers from FLEX to RTD will not be honored.
12. Each Party shall designate a representative, who shall be responsible for managing such Party’s performance of the terms of this Agreement and shall provide the other Party with written notice thereof, along with address, telephone, and email information. All notices to be provided under this Agreement shall be provided to such designated representatives. Any notice pursuant to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, and addressed to the designated representative. Any such notice shall be deemed given upon hand-delivery to the designated representative or their address, or three (3) days after mailing.

If to Fort Collins:

City of Fort Collins

Transfort & Parking Services Director
City of Fort Collins
250 N. Mason Street
Fort Collins, CO 80522

With a copy to:

City Attorney
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522

If to Berthoud:

Town of Berthoud
BATS Supervisor
807 Mountain Ave
Berthoud, CO 80513

13. The Parties agree to cooperate fully, to a reasonable extent, in the development and implementation of any surveys or studies undertaken by the other Party to evaluate demand, usage, cost, effectiveness, efficiency, or any other factor relating to the success or performance of FLEX or the need for such service. Such cooperation shall not require the expenditure of funds more than the specific amounts set forth in **Section 5** and **Exhibit B**, however, unless approved in writing and duly appropriated by the Parties.
14. The Parties acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each respective Party and shall not constitute or give rise to a general obligation or other indebtedness of either Party within the meaning of any constitutional or statutory provision or limitation of the State of Colorado, nor a mandatory charge or requirement against either Party in any ensuing fiscal year beyond the current fiscal year. If the governing body of either Party shall fail to budget and appropriate funds for its share of expenses as described in this Agreement, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.
15. In the event a Party has been declared in default, such defaulting Party shall be allowed notice thereof from the Party declaring default and a period of thirty (30) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to terminate the Agreement and so notify the defaulting Party in writing. Any amounts due to the non-defaulting Party shall be paid within fifteen (15) days of the date of notice of termination is received.
16. Liability of the Parties shall be apportioned as follows:
 - a. Fort Collins shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Fort Collins be found liable as a result of any action or omission of Fort Collins or its officers, employees, and agents, in connection with the performance of this Agreement.
 - b. Berthoud shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Berthoud be found liable as a result of any action or omission of Berthoud or its officers, employees, and agents, in connection with the performance of this Agreement.

- c. Nothing in this **Section 16** or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Parties may have under the Colorado Governmental Immunity Act (Section 24-10-101, *et seq.*, C.R.S.) or any other defenses, immunities, or limitations of liability available to any Party by law.
 - d. Any liability of the Parties under this Agreement shall be subject to appropriation of funds by their respective governing bodies.
 - e. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.
17. This Agreement embodies the entire agreement of the Parties about the FLEX program. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
18. The Parties hereto may not assign this Agreement or parts hereof or its rights hereunder without the express written consent of all of the Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.
19. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties, except as provided herein.
20. The laws of the State of Colorado shall be applied to the interpretation, execution and enforcement of this Agreement. The Parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and the United States, and imposed upon the Parties by their respective charters, municipal codes and other similar documents and, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall any party exercise any power or take any action which shall be prohibited by applicable law.
21. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.
22. Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or prevent that Party thereafter from enforcing each and every other provision of this Agreement.
23. This Agreement does not and is not intended to confer any rights or remedies upon any entity or person other than the Parties.

24. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart.
25. This Agreement may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101, et seq. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures

27. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.
By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Kelly DiMartino, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

TOWN OF BERTHOUD, COLORADO

By: _____
Town Administrator

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

FLEX service will be provided within the following parameters:

- Days of Service: Monday – Friday (between the cities of Fort Collins and Boulder) and Monday
- Saturday (between the cities of Fort Collins and Longmont). No service is provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Hours of Service: 5AM – 8 PM
- Frequency of Service: 60 Minutes

Service Area Maps:

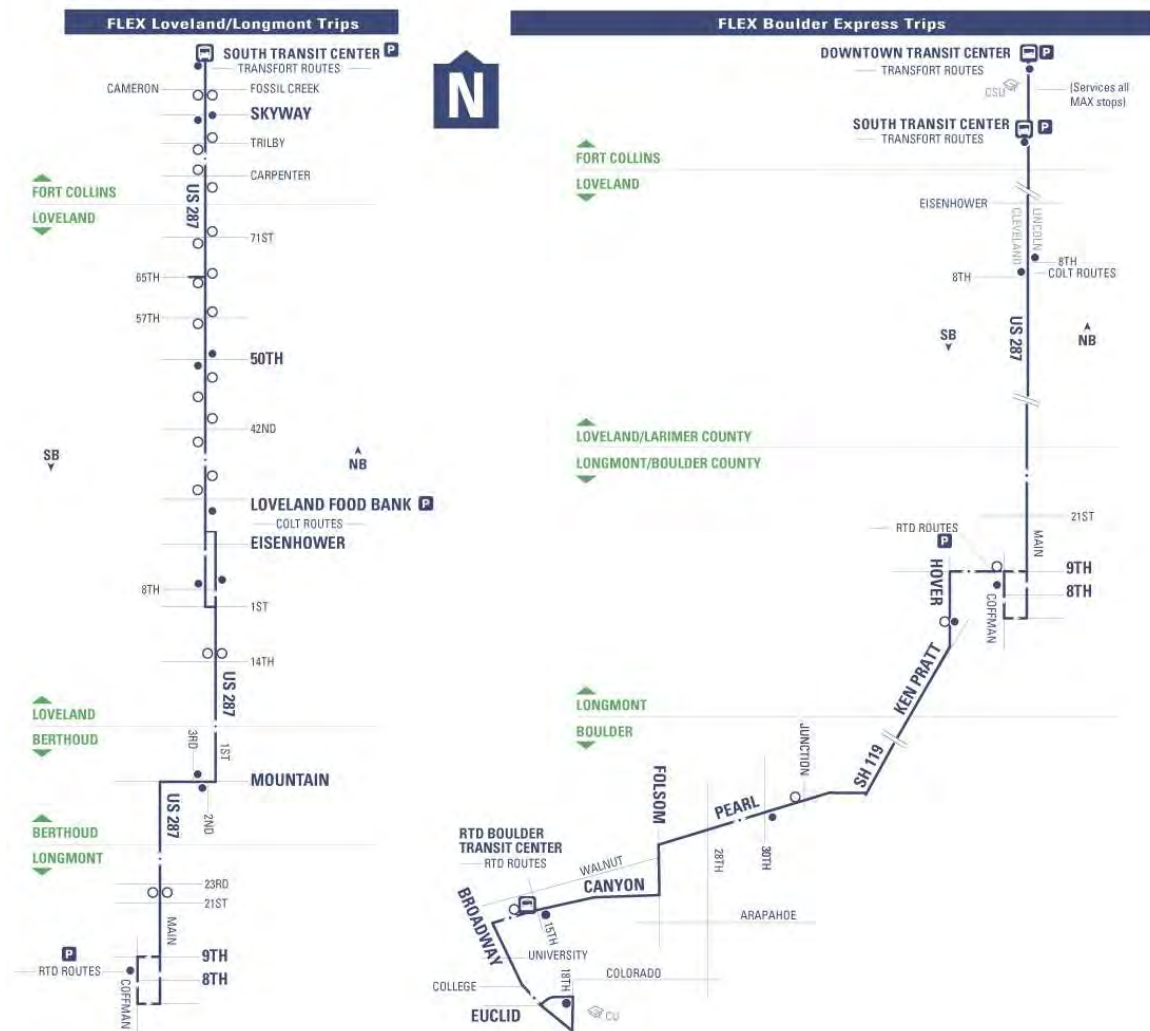


EXHIBIT B

	2021	2022	2023		
Operating Cost	\$ 1,943,371	\$ 2,001,672	\$ 2,161,805.90		
Fares	\$ 40,000	\$ 40,000	N/A		
CMAQ Flex to Boulder Enhancement	\$ 224,655	\$ 218,545	\$ 225,102		
EcoPass Reimbursement	\$ 5,000	\$ 5,000	\$ 5,000		
FASTER Funding	\$ 200,000	\$ 200,000	\$ 200,000		
CSU Contribution	\$ 63,193	\$ 63,193	\$ 63,193		
Remainder to be split among partners	\$ 1,410,523	\$ 1,474,934	\$ 1,668,511		
	% Passenger Activity (2019, 2020, 2021)	Amount Owed	Less 5307 Contribution	Loveland's Additional 5307 Withheld Amount	Loveland's Amount Owed
Fort Collins	45%	\$ 750,830	\$ 521,702.51		
Loveland	23%	\$ 383,758	\$ 278,814	\$ 139,407	\$ 139,407
Longmont	12%	\$ 200,221			
Boulder County	10%	\$ 166,851			
City of Boulder	7%	\$ 116,796			
Berthoud	3%	\$ 50,055	\$ 34,127		
Total		\$ 1,668,511			
5307 Breakdown	% TMA Service Area Population	\$ 350,000			
Fort Collins	65.47%	\$ 229,128			
Loveland	29.98%	\$ 104,944			
Berthoud	4.55%	\$ 15,929			
*Highlighted = total owed by partner					



BOARD OF TRUSTEES INFORMATION

ADMINISTRATION DEPARTMENT

Meeting Date:	November 22, 2022
Agenda Title/Subject:	Termination of Development Agreement with Safeway Inc.
Type of Item:	Consent Agenda
Purpose:	Request from the developer of Westside Crossing to terminate the 2007 development agreement between the Town and Safeway Inc.
Presented by:	Chris Kirk, Town Administrator

ATTACHMENTS:

- Termination Request Letter
- 2007 Development Agreement between the Town and Safeway Inc.
- Termination of Development Agreement

BACKGROUND:

On November 4, 2022, an attorney representing the developer of the Westside Crossing (Berthoud Gateway LLC) provided the Town with a request to terminate a Development Agreement with Safeway Inc. dated April 24, 2007, which was recorded against the property where the new Westside Crossing project was approved.

The 2007 Development Agreement was approved by the Town to ensure that public infrastructure and other public improvements were developed by Safeway Inc. and M&K Investments as a condition of their development approvals. Since that time, the property was sold to Berthoud Gateway LLC and a new development plan with final plats was approved by the Town Board on June 9, 2022. The northern residential portion of the Westside Crossing project is currently being constructed under new development requirements and standards. The former Development Agreement is no longer necessary as the development for which the agreement was made is no longer in existence and there are no outstanding expenses associated with that agreement.

UPDATE/NEXT STEPS: If approved, the Town will sign the Termination of the Development Agreement and record the same.

COMMUNITY TOUCHSTONES: This is a “clean up” item and does not address the community touchstones.

RECOMMENDED ACTION(S): APPROVE THE TERMINATION OF THE 2007 DEVELOPMENT AGREEMENT

NICHOLAS H. ORES



Attorney at Law

November 4, 2022

Curt Freese, AICP
Community Development Director
807 Mountain Ave.
PO Box 1229
Berthoud, CO 80513-229

Re: My client: Berthoud Gateway, LLC and
Previous Safeway Development

Dear Mr. Freese:

I represent Berthoud Gateway, LLC. They are the successors in interest to the Safeway development property. I believe that Scott Charpentier recently discussed this with you. Berthoud has a development agreement with Safeway which is still of record. Our (under contract) buyers want us record a termination of the Safeway Development Agreement with respect to the Property. I enclose a copy of the development agreement and a proposed termination agreement.

Further, I need a letter from the Town of Berthoud addressing these three (3) issues:

1. 2000 Annexation Ordinance 858- A statement that there are no outstanding costs or other obligations which remain outstanding by reason of this Ordinance with respect to the Property.
2. Determination of School Site/ Facility Annexation- A statement that there are no outstanding costs or other obligations which remain outstanding by reason of this Annexation determination with respect to the Property.
3. Berthoud Development Agreement- A statement that there are no other outstanding claims/ costs or other obligations against the property by Berthoud which remain outstanding by reason of the agreement with Safeway.

I attach copies of the three recorded documents for your easy review and reference.

107 West 29th Street*Suite 205, Loveland, CO 80538
PO Box 7696, Loveland, CO 80537
Phone: (970) 461-0754
Email: nick@oreslaw.com

Please do not hesitate to call if you have any questions.

Very Truly Yours,

/s/ Nicholas H. Ores

Nicholas H. Ores

NHO/bm

Enc.

CC: Berthoud-Gateway, LLV

**RE-RECORDED FOR CORRECTION PURPOSES.
THIS DOCUMENT SUPERSEDES LARIMER COUNTY RECEPTION
NO. 20070029753 AND NO. 20070055551**



RETURN TO:
Safeway Inc.
Real Estate Law Division
5918 Stoneridge Mall Road
Pleasanton, CA

SPACE ABOVE LINE FOR RECORDER'S USE

Town of Berthoud Development Agreement

This agreement is relating to the public improvements for:
Safeway at Berthoud

Town of Berthoud, Counties of Larimer and Weld, State of Colorado.

THIS DEVELOPMENT AGREEMENT dated this 24th day of April, 2007, is made and entered into by and between the TOWN OF BERTHOUD, a Colorado Municipal Corporation ("**the Town**"), SAFEWAY INC., a Delaware corporation ("**Safeway**") Safeway and M & K Investments of Berthoud, LLC, a Colorado limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, as of the date of this Agreement, Safeway is the fee owner of Lot 2, Lot 4 and Tract A, Block 1, Safeway at Berthoud, Town of Berthoud, Larimer County, Colorado (the "**Safeway Property**");

WHEREAS, M & K Investments of Berthoud, LLC, ("**Developer**") is the fee owner of Lots 1, 3, 5 and 6, Block 1, and Lot 1 and Tract A, Block 2, Safeway at Berthoud, Town of Berthoud, Larimer County, Colorado (the "**Developer Property**");

WHEREAS, M & K Investments of Berthoud, LLC, on behalf of itself and Safeway, has submitted a Final Development Plan and a Final Plat (collectively, the "**Development Documents**") for Safeway at Berthoud, a commercial retail development comprised of the Safeway Property and the Developer Property located at the northwest corner of Highway 56 and

Safeway at Berthoud Development Agreement

Meadowlark Drive in the Town of Berthoud, County of Larimer, State of Colorado (the "Project");

WHEREAS, the Plans have been reviewed by the Town Administrator and the Planning and Public Works Department of the Town of Berthoud;

WHEREAS, the Town has considered the representations made by the Developer and Safeway as to its intentions to commence future construction of the Project and the Town has received and approved construction plans for the Project;

WHEREAS, the Town is willing to approve the Plans and to vest the property rights associated with approval of the Plans for Safeway at Berthoud subject to the terms and conditions set forth in this Agreement. The parties acknowledge that this Agreement is executed for the purposes of ensuring that certain public improvements specified in Addendum B and Addendum C hereto are constructed in conjunction with the development of the Project and to protect the Town from the cost to construct such public improvements. This Agreement is not executed for the benefit of materialmen, laborers, or others providing work, services, or materials to the Project, nor for the benefit of any lot in the Project;

WHEREAS, the Final Plat was recorded on April 23, 2007 at Reception No. 20070029752 in the Official Records of Larimer County, Colorado; and

WHEREAS, the Town, Safeway and the Developer mutually agree that the public improvements required by this Agreement are reasonable, appropriate and necessary requirements to protect the public health and welfare.

NOW, THEREFORE, in consideration of the promises, the mutual covenants herein contained, and the approval, execution and acceptance of the Final Plans by the Town of Berthoud's Board of Trustees entitled:

Safeway at Berthoud Final Development Plan and Final Plat

THE PARTIES HEREBY AGREE AS FOLLOWS:

1.) Subject to commencement of construction of improvements by Safeway or the Developer on the Project (the "**Effective Date**"), the public improvements itemized on Addendum "B" (the "**Public Improvements**") shall be constructed in accordance with the terms set forth in Addendum "C", both of which Addenda are attached hereto and incorporated herein by this reference. In addition, when constructed, all Project improvements specified on the Plans affecting the Project shall be constructed and completed by Safeway and the Developer in accordance with this Agreement and the Plans.

The Town, Safeway and the Developer mutually agree that the Town's requirement that Safeway and the Developer construct the Public Improvements in conjunction with its development of the Project is necessary to protect, promote and enhance the health, safety and welfare of the public.

Safeway at Berthoud Development Agreement

2.) Binding Effect - All Public Improvements required to be constructed, installed, completed and paid for by Safeway and the Developer, as well as all other matters herein agreed to be performed, are binding on the parties to this Agreement and their respective assignees, heirs, devisees and successors. It is the intention of the parties that this Agreement shall be recorded with the County Clerk and Recorder of the county in which the Project is located and shall run with the land being developed.

3.) Addendum C. Additional site specific agreements for this development are contained in "Addendum C". All Public Improvements required to be constructed, installed, completed and paid for by Safeway and the Developer, as well as all other matters agreed to be performed, shall be constructed, installed and completed by Safeway and the Developer in accordance with the phasing set forth in Addendum "C".

4.) Safeway and the Developer agree to reimburse the Town for all reasonable administrative and professional fees and other reasonable costs incurred by the Town that are directly related to the Project, in accordance with Town's Ordinances, as amended. Professional fees subject to reimbursement to the Town generally include those expenses and fees incurred by the Town during the planning review, processing and approval of plans associated with the Town of Berthoud Development Application for the Project including, without limitation, engineering, inspection, administrative and legal fees, and acceptance of the Public Improvements.

5.) All construction shall be performed in a good and workmanlike manner and in accordance with the Plans and the Town of Berthoud Development Code and all applicable Town standards, rules, regulations and ordinances governing construction of Public Improvements.

6.) No material deviations to the Plans will be allowed or accepted by the Town without prior written consent of the Town.

7.) Safeway and the Developer agree that prior to commencement of construction of any Public Improvements including alterations to existing grading contours, removal of vegetation and/or excavating, the Town-approved erosion control plan will be implemented. The Town-approved erosion control plan shall be installed and maintained throughout the construction of Public Improvements and shall not be removed or abandoned by Safeway or the Developer until authorized by the Town. Safeway and the Developer shall conduct regular inspections of erosion control measures and provide copies of the same to the Public Works Department not less than quarterly during the course of construction.

8.) Prior to commencement of construction of any Public Improvements, Safeway and the Developer shall provide a written construction schedule to the Town. The construction schedule will include time frames and completion dates and indicate the anticipated scheduling of the construction of the Public Improvements, including, but not limited to, excavating, grading, sewer, water, storm sewer, streets, sidewalks, trails, curb and gutter, landscaping, electric, cable television, gas, and telephone.

9.) Safeway and Developer agree to notify the Town at least two full working days prior to the commencement of construction of the Public Improvements. No below ground improvements

Safeway at Berthoud Development Agreement

will be covered or concealed prior to inspection by the Town. In the event that any Public Improvements are covered and/or concealed from inspection prior to approval by the Town, Safeway and Developer shall expose any and all improvements at the request of the Town and at Safeway and Developer's expense.

10.) Subject to provisions in Addendum C, building permits for any type of structure regulated by the Town's adopted building codes will not be issued by the Town until all Public Improvements required for that particular phase of the development pursuant to the terms of Addendum C have been completed by Safeway and Developer and accepted by the Town. Each phase of the Project shall be capable of providing the necessary infrastructure and all other improvements specified herein without being dependent on a future phase of the development.

11.) All lot grading, generally referred to as "over-lot grading" on the Town-approved Development Documents, necessary to establish ground elevations at lot corners, the building envelope, storm water drainage patterns, grading contours, and for controlling and directing the flow of storm water away from structures on individual lots and across common drainage easements to approved storm water collection points, in accordance with Town approved development grading and drainage plan, must be completed by Safeway and Developer prior to the issuance of any building permits within the applicable phase of the development. Upon completion, Safeway and Developer shall provide written certification from the engineer of record that all over-lot grading has been completed in accordance with the Town approved Development Documents and Town approved development final grading and drainage plan. See Addendum "C".

12.) Gas, telephone, cable television and electric utilities are specifically exempted from dedication and acceptance by the Town if they will not be under Town ownership or control. However, the Town has deemed these utilities as essential Public Improvements necessary for the preservation of the health, safety and welfare of the eventual property owners within this development and recognizes that the installation of such utilities may be in conflict with the construction of the Public Improvements. The Town understands that the completion of these utilities involves agreements and contracts executed between Safeway and Developer and individual utility companies to which the Town is not a party. Further, these utilities may operate within the Town of Berthoud pursuant to agreements with the Town. Prior to commencement of installation and construction of gas, electric, telephone and cable television utilities, Safeway and the Developer shall submit to the Town copies of utility company approved construction plans. The Town will review these utility plans to determine that the placement of underground utilities, equipment and appurtenances are in accordance with and not in conflict with any Town owned utilities, easements, public rights-of-way or any other Town interests. Upon completion of gas, electric, telephone and cable television utilities, Safeway and Developer shall provide a written notice of completion from each utility company certifying that the utilities are completed, and shall provide "As Built" construction plans of such utilities within a reasonable period of time after completion. The Town shall require those utilities serving any building for which a building permit is requested be completed to working order prior to the issuance of a building permit.

Subject to provisions in Addendum C, building permits for any type of structure regulated by the Town's adopted building codes will not be issued by the Town until all gas, electric, telephone

Safeway at Berthoud Development Agreement

and cable television utility main lines have been completed by Safeway and Developer and certified in writing as completed by the serving utility, unless the structure will not require one or more of these utilities. In which case, the completion of such utility will not be required. See also Addendum "C".

13.) Upon completion of each portion of the Public Improvements, Safeway or Developer shall notify the Town, in writing, that such Public Improvements have been completed in accordance with the Development Documents and that said improvements are ready for a construction acceptance inspection. Within ten (10) business days of receipt of Safeway or Developer's written notice, the Town will provide said construction inspection of the applicable Public Improvements. At the time of said inspection, if any deficiencies are discovered by the Town, the Town shall provide Safeway or Developer with a written notice of deficiency and make recommendations for correction. The deficiency correction notice shall accurately describe each deficiency and make recommendations for corrective action(s) necessary to repair or rehabilitate the Public Improvement sufficient for the Town to accept said improvement. All corrective actions shall be completed by Safeway or Developer within one month of receipt of the Town's written deficiency correction notice, unless additional time is reasonably necessary to complete the same or is requested by Safeway or Developer in writing and agreed to by the Town in writing. Upon completion of any corrective action by Safeway or Developer, Safeway or Developer shall notify the Town in writing that the Public Improvement deficiencies have been corrected and are ready for re-inspection. The Town shall proceed with re-inspections in the manner described above.

14.) Upon completion of each phase of the Public Improvements and prior to any acceptance of any Public Improvements by the Town, Safeway or Developer shall provide the Town with a written certification from the development engineer of record indicating that the Public Improvements were constructed in compliance with the Plans. Within a reasonable time after completion, Safeway or Developer shall also provide the Town with a complete full-size and one complete one-half-size set of "as-built" plans, and the approved plans, stamped and signed along with the AutoCAD file and PDF file. As built plans shall be certified as to their accuracy by the development engineer of record and shall clearly designate all changes made by Safeway or Developer. Acceptance of the Public Improvements shall be performed in accordance with provisions of the Town of Berthoud Development Code, specifically Section 30-10-102. All Public Improvements shall remain in the ownership and the responsibility of Safeway or Developer until finally accepted, in writing by the Town. The Town will not consider partial acceptance or acceptance of any Public Improvements not fully completed and fully functioning.

15.) The warranty for all Public Improvements to be dedicated to and accepted by the Town will commence upon the final inspection and acceptance by the Town. Upon acceptance, Safeway or the Developer will be issued a written notice of acceptance by the Town at which point the warranty period start date and date of expiration will be determined. The warranty period for all Public Improvements shall not be less than two (2) years. The constructing party shall remain responsible for maintenance and repair of the Public Improvements constructed by such party during the warranty period. Any deficiency that occurs or is discovered by the Town during the warranty period will be identified in a written deficiency notice with recommendations for correction prepared by the Town and forwarded to Safeway or Developer, as applicable. All corrective actions shall be completed by Safeway or Developer within one

Safeway at Berthoud Development Agreement

month of receipt of the Town's written deficiency notice unless additional time is reasonably required or is requested by Safeway or Developer and agreed to by the Town in writing or more quickly if immediate repairs are needed in exigent situations.

16.) The estimated costs of constructing the Public Improvements are set forth on Addendum "B". Safeway and Developer shall provide an estimated construction cost for each item and evidence that the estimates have been established by an executed contract or certified by the development engineer of record. Estimates shall include a contingency equal to fifteen percent (15%) of the total project completion estimate. If the estimated costs are more than 2 years old, Safeway or the Developer shall update the estimated construction costs and amend Addendum B prior to starting construction. Such change shall be approved by the Town's Public Works Department.

17.) Prior to the start of construction, Safeway and Developer shall provide the Town with collateral in the amount established in Addendum B, as it may be modified as provided in Section 16 above, for the completion of Public Improvements in one or more of the following forms and in accordance with provisions of the Town of Berthoud Development Code:

Bond, cash, or irrevocable letter of credit in a form and from an entity reasonably acceptable to the Town or other collateral as deemed reasonably acceptable to the Town, provided it is equally secure and capable of being immediately liquidated.

The purpose of said collateral is to guarantee that funds in the amount as set forth in Addendum "B" are available to the Town for the completion of the Public Improvements in the event that Safeway or the Developer fails to comply with the terms of this Agreement. Provided the Public Improvements have been constructed by Safeway and the Developer and accepted by the Town in accordance with Town's ordinances, rules and regulations, this Agreement shall terminate and be of no further force or effect and the Town shall return the collateral to Safeway and Developer, as applicable.

In the event that any portion of the Public Improvements have not been made, installed, completed or performed by Safeway and Developer in full and timely compliance with this Agreement and the Town's ordinances and regulations, the Town may have such remaining work and improvements completed by such means and in such manner, by contract, with or without public letting, or otherwise, as it may deem reasonably advisable. The parties agree that the Town shall be entitled to use the collateral only for this purpose. In the event that the collateral is insufficient to complete the Public Improvements required to be constructed or installed, completed or performed. Safeway and the Developer shall reimburse the Town the actual cost incurred to perform Safeway or the Developer's duties hereunder within fifteen (15) days after receipt of an invoice therefor, accompanied by appropriate supporting documentation of the amount due. If such reimbursement is not so made, the Town shall be entitled to enforce payment of such unsecured costs in any way permitted by law.

The procedures for completion of uncompleted Public Improvements by the Town and reimbursement to the Town from the collateral shall apply whether there be one or more defaults, or a succession of defaults on the part of Safeway and Developer in performing the terms, conditions, and covenants in this Agreement. Safeway and Developer hereby waive any and all

Safeway at Berthoud Development Agreement

claims and defenses it may have against the issuer of the collateral instrument in the event the Town deems it necessary to demand payment on all or a portion of the collateral.

18.) If Safeway or Developer defaults in the performance of any covenant or agreement set forth in this Agreement and the default continues for thirty (30) days after receipt of the Town's written notice specifying the default or, if the default is of a type which is not reasonably curable within thirty (30) days, if Safeway or the Developer fails to commence to cure the default within thirty (30) days after receipt of the notice or fails to diligently pursue the curing of the default to completion, the Town, so long as the default continues may:

- a.) Demand payment of, negotiate or liquidate that portion of the collateral provided by Safeway or Developer applicable to the default;
- b.) Issue a written notice to Safeway or Developer to appear and show cause as to why the Plat should not be vacated, which vacation Safeway specially consents to in consideration of the Town's approval of the Plat and this Agreement. Giving the notice shall be deemed complete upon mailing the same certified mail to the address stated herein:

Safeway Inc.
Real Estate Law Division
5918 Stoneridge Mall Road
Pleasanton, CA 94588

- c.) Subject to Addendum C, said notice shall designate the date, time and place the Town of Berthoud Board's of Trustees will conduct a hearing to consider revoking the Plat and construction approvals granted by this Agreement. Said hearing shall be held not less than one (1) month nor more than two (2) months from the date of the notice.
- d.) Proceed in the manner described in the Town of Berthoud's Development Code or State Statutes for a violation of a local subdivision regulation, including withholding building permits or certificates of occupancy.
- e.) Proceed in any other manner authorized by law for breach of contract.
- f.) In the event of an uncured default by Safeway or the Developer, Safeway or the Developer agree to pay all expenses incurred by the Town occasioned by said default, including, but not limited to, reasonable expenses for administrative and legal fees in enforcing this Agreement. The defaulting party will bear the expense responsibility.

The remedies set forth above are cumulative and the election to use one shall not preclude the use of another.

19.) Safeway and the Developer agree to indemnify, hold harmless, release, and discharge the Town and the Town's officers, employees, agents, and contractors from all liability, claims and demands, including reasonable attorney's fees and court costs, which arise out of or are in any manner connected with or related to the development of the Project, or any conditions of approval related thereto; provided, however that said indemnity shall not extend to a breach by

Safeway at Berthoud Development Agreement

the Town of its obligations under this Development Agreement.

20.) This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Town of Berthoud's Development Code including but not limited to provisions of Section 30-3-102 "Enforcement Methods" and other applicable ordinances, rules and regulations, notwithstanding anything herein contained to the contrary.

21.) Upon execution of this agreement by the parties hereto, and provided all other requirements for approval have been met by Safeway and the Developer, the Town agrees to execute the Final Plat described above and record the same in the Official Records of Larimer County, Colorado upon payment of recording fees, professional fees and other costs to the Town, as described in this Agreement.

22.) References to the development or development plat contained herein shall apply in the same manner to a Subdivision or Subdivision Plat or a Planned Unit Development or a Site Plan when this agreement is used in connection with approval of a Subdivision Plat or Planned Unit Development or Site Plan.

23.) If any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision hereof, and the rights of the parties shall be construed as if the part, term, or provision was never part of this Agreement.

24.) The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the Town Board of Trustees and by authorized officers of Safeway and the Developer. Such amendment or modification shall be properly notarized before it may be effective.

25.) This Agreement is binding on the respective heirs, successors, assigns, and grantees of the parties hereto, and all subsequent owners, whether legal or equitable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written.

OWNERS:

SAFEWAY INC.
a Delaware corporation

By: Linda S. MacDonald
Its Assistant Vice President

By: Debra Mitchell
Its Assistant Secretary

**M & K INVESTMENTS OF
BERTHOUD, LLC**
a Colorado limited liability company

By: [Signature]
Its MANAGER

By: _____
Its _____

[Signature]

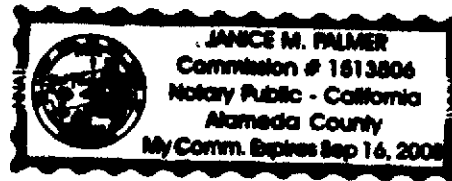
Safeway at Berthoud Development Agreement

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On April 23, 2007, before me, Janice M. Palmer, Notary Public, personally appeared Linda S. McDonald and Wendall Mitchell, personally known to me (or proved on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

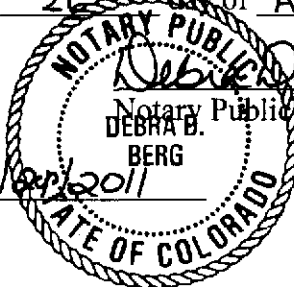
Janice M. Palmer
Signature



STATE OF COLORADO }
 }
COUNTY OF LARIMER }

Acknowledged before me by, MARK STRODTMAN, MANAGER of M & K Investments of Berthoud, LLC, this 26th day of April, 2007.

Date my commission expires: 02/01/2011



TOWN OF BERTHOUD:

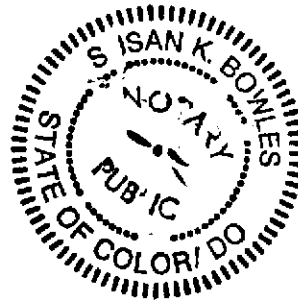
Milan Karspeck
Milan Karspeck - Mayor
Town of Berthoud

B. Bruce Fickel
Bruce Fickel - Town Attorney
Town of Berthoud

Jim White
Jim White - Town Administrator
Town of Berthoud

Tony Huerta
Tony Huerta - Public Works Director
Town of Berthoud

Safeway at Berthoud Development Agreement



STATE OF COLORADO}
COUNTY OF LARIMER}

Acknowledged before me by Milan Karspeck, Mayor of the Town of Berthoud, Jim White, Town Administrator, Bruce Fickel, Town Attorney, and Tony Huerta, Public Works Director, of the Town of Berthoud, this 7th day of August, 2007.

Susan K. Bowles
Notary Public

Date my commission expires: 3-22-09

Safeway at Berthoud Development Agreement

Town of Berthoud Development Agreement Addendum "A"



LEGAL DESCRIPTION FOR SAFEWAY AT BERTHOUD:

Safeway at Berthoud, Blocks 1 and 2, Town of Berthoud, County of Larimer, State of Colorado.



Town of Berthoud Development Agreement Addendum "B"

PUBLIC IMPROVEMENTS FOR SAFEWAY AT BERTHOUD

Public Improvements for the purposes of this Development Agreement are defined as
 Improvements Dedicated to the Town

Item	Approx. Quantity	Units	Unit Cost	Estimated Cost
Clearing, Grubbing and Demolition	1	LS	\$ 10,000.00	\$ 10,000.00
Earthwork - Embankment and Excavation	6,300	CY	\$ 3.00	\$ 18,900.00
Erosion Control				
Vehicle Tracking Control	1	EA	\$ 1,000.00	\$ 1,000.00
Silt Fence Barrier	1,500	LF	\$ 2.25	\$ 3,375.00
Inlet Protection	11	EA	\$ 275.00	\$ 3,025.00
Public Roadways				
Meadowlark Drive North of Alpine Drive - Asphalt Paving (4" thickness)	620	SY	\$ 8.00	\$ 4,960.00
Meadowlark Drive South of Alpine Drive - Asphalt Paving (5-1/2" thickness)	710	SY	\$ 11.00	\$ 7,810.00
Meadowlark Drive - Aggregate Base Course (8" thickness)	1,330	SY	\$ 10.00	\$ 13,300.00
Highway 56 Asphalt Paving (9.5" thickness)	533	SY	\$ 19.00	\$ 10,127.00
Highway 56 Aggregate Base Course (6" thickness)	533	SY	\$ 7.50	\$ 3,997.50
Curb & Gutter - 2-ft pan	870	LF	\$ 12.00	\$ 10,440.00
Sidewalk	3,500	SF	\$ 3.50	\$ 12,250.00
Regional Trail - 10-ft wide	20,300	SF	\$ 3.50	\$ 71,050.00
Pedestrian Ramps	9	EA	\$ 250.00	\$ 2,250.00
Cross Pans	3	EA	\$ 2,100.00	\$ 6,300.00
Signage	8	EA	\$ 182.00	\$ 1,456.00
Striping - Paint (epoxy)	3,410	LF	\$ 0.45	\$ 1,534.50
Wastewater Facilities				
8" PVC Sewer Main	1,290	LF	\$ 28.00	\$ 36,120.00
Standard Manholes	6	EA	\$ 1,400.00	\$ 8,400.00
Water Facilities				
8" PVC Water Main	2,560	LF	\$ 30.00	\$ 76,800.00

12" PVC Water Main	48	LF	\$ 36.00	\$ 1,728.00
8" x 8" MJ Tee or Wet Tap	6	EA	\$ 1,000.00	\$ 6,000.00
12" x 12" MJ Tee	1	EA	\$ 1,400.00	\$ 1,400.00
8" Gate Valves	17	EA	\$ 1,100.00	\$ 18,700.00
12" Gate Valves	1	EA	\$ 1,400.00	\$ 1,400.00
Blow off Valve	3	EA	\$ 1,500.00	\$ 4,500.00
Fire Hydrant Assembly (including 6" valve, 6" DIP and tee)	8	EA	\$ 2,800.00	\$ 22,400.00
Drainage Structures				
5' Type 'R' Inlet	2	EA	\$ 1,400.00	\$ 2,800.00
10' Type 'R' Inlet	1	EA	\$ 2,900.00	\$ 2,900.00
18" RCP CL III	335	LF	\$ 32.00	\$ 10,720.00
18" RCP FES	3	EA	\$ 400.00	\$ 1,200.00
24" RCP CL III	410	LF	\$ 36.00	\$ 14,760.00
24" RCP FES	4	EA	\$ 450.00	\$ 1,800.00
36" RCP FES	1	EA	\$ 800.00	\$ 800.00
29" x 45" Elliptical RCP	835	LF	\$ 70.00	\$ 58,450.00
Storm Sewer Manhole	9	EA	\$ 1,800.00	\$ 16,200.00
Detention Basins				
Outlet Structure	2	EA	\$ 6,000.00	\$ 12,000.00
Low Flow Channel	530	LF	\$ 16.00	\$ 8,480.00
Soil Riprap Spillway	45	CY	\$ 40.00	\$ 1,800.00
Landscaping				
Street Trees (2" caliper)	15	EA	\$ 375.00	\$ 5,625.00
Sod and Soil Prep.	6,900	SF	\$ 0.65	\$ 4,485.00
Patch seeding and mulch within highway ROW (walks)	9,720	SF	\$ 0.15	\$ 1,458.00
Sod Irrigation System	6,900	SF	\$ 0.90	\$ 6,210.00
Traffic Signal				
Meadowlark Drive and Hwy 56 Traffic Signal	1	EA	\$ 300,000.00	\$ 300,000.00
Subtotal				\$ 808,911.00
Berthoud Collateral Policy (15%)				\$ 121,336.65
Total				\$ 930,247.65

Safeway at Berthoud Development Agreement

Town of Berthoud Development Agreement Addendum "C"



SITE SPECIFIC AGREEMENTS

In addition to the general overall terms and conditions relating to the Public Improvements set forth elsewhere in this Agreement, the parties agree that the site-specific agreements set forth in this Addendum "C" shall apply. In the event of any conflict between the terms of the Agreement and the terms of this Addendum "C", the provisions of this Addendum "C" shall control with respect to the subject matter thereof. Capitalized terms used in this Addendum "C" shall have the meanings given them in the Agreement.

1) VESTED PROPERTY RIGHTS.

(a) Acknowledgments.

- (1) The "**Project**" is comprised of Lots 1, 2, 3, 4, 5, 6, and Tract A, Block 1 and Lot 1 and Tract A, Block 2, Safeway at Berthoud, Town of Berthoud, Larimer County, Colorado. Phase I of the Project (Block 1) consists of six (6) commercial lots and is estimated to have a buildout period of five (5) years. Phase II of the Project (Block 2) shall be subdivided in the future and will be subject to a separate agreement.
- (2) As of the Effective Date, Safeway is the fee owner of Lot 2, Lot 4, and Tract A, Block 1, Safeway at Berthoud. It is understood and agreed that the rights, duties and obligations of Safeway under this Agreement arise out of and pertain to its ownership of the Safeway Property.
- (3) As of the Effective Date, the Developer is the fee owner of Lots 1, 3, 5 and 6, Block 1, Safeway at Berthoud. It is understood and agreed that the rights, duties and obligations of the Developer under this Agreement arise out of and pertain to its ownership of the Developer Property.
- (4) Safeway and the Developer will be required to make substantial financial commitments and complete major public infrastructure improvements in the early phases of the Safeway at Berthoud development, some of which will support Phase II of the Project.
- (5) The Town's approval of the Development Documents and grant of the vested property rights set forth in this Addendum C are material consideration for Safeway to develop improvements on Lots 2 and 4,

Safeway at Berthoud Development Agreement

Block 1 and to construct the Public Improvements.

- (b) Vesting of Property Rights (Safeway Property). In recognition of the substantial financial investment and time required to complete the development of the Project, the phased development of the Project and the possible impact of economic cycles and varying market conditions during the course of development, the Town agrees that the vested property rights established under this Addendum "C" shall be effective during the Vesting Period. The vested property rights established by this Addendum "C" extend only to the following documents: Safeway at Berthoud Final Plat and Safeway at Berthoud Final Development Plan (collectively, the "**Development Documents**"). Individual site specific development plans for the individual commercial lots within the Project shall be afforded vested property rights in accordance with the Vested Property Rights Statute and the Development Code at the time plans therefore are approved by the Town.
- (c) Site Specific Development Plan (Safeway Property). Safeway and the Town agree that the Development Documents constitute an approved "site specific development plan" for the Safeway Property as defined in the Vested Property Rights Statute and Chapter 30-4 of the Development Code, and that pursuant to the Vested Property Rights Statute and, further pursuant to the contractual commitments made herein, Safeway shall have vested property rights to undertake and complete the development and use of the Safeway Property limited to and under the terms and conditions of the Development Documents. Pursuant to the above-referenced provisions of the Development Code:
- Approval of this Agreement and the Development Documents creates vested property rights pursuant to Section 24-68-103, Colorado Revised Statutes, as amended and such vested property rights, in accordance with the provisions of Section 12 (COVENANTS/BINDING EFFECT), shall constitute covenants running with the Property.*
- (d) Approval Process. The Development Documents, as site-specific development plans creating vested property rights, shall be adopted in the manner provided in the Vested Property Rights Statute.
- (e) Term of Vested Property Rights (Safeway Property). Provided that Safeway first obtains approval of the Development Documents by the Town Board, the Project, as identified in the Development Documents, shall have a vesting period of five (5) years from the date of final approval of the Development Documents by the Town Board. The Vesting Period is granted pursuant to C.R.S. Section 24-68-104 of the Vested Property Rights Statute which authorizes local governments to enter into development agreements granting vested property rights for a period exceeding three (3) years where warranted in light of all relevant circumstances. The parties agree that the extended vesting period herein granted is warranted in view of the following factors: 1) the significant investment in public infrastructure improvements which will be required to be made by Safeway and

Safeway at Berthoud Development Agreement

the Developer; 2) the anticipated five (5) year build-out period of the Project; and 3) expected changes in economic cycles and varying market conditions over the estimated five (5) year build-out period.

- i. Compliance with Previous Approvals. Following Final Approval, nothing in this Section 1 shall exempt the future plans, phases or individual development projects within the Project from review and approval by the Town to ensure compliance with the provisions of this Agreement and the terms and conditions of the Development Documents approval or any approved amendments thereto.
- ii. No Obligation to Develop. Safeway shall have no obligation to develop all or any portion of the Safeway Property and shall have no liability under this Agreement to the Town or to any other party for its failure to develop all or any part of the Project. Safeway and the Town contemplate that the Project will be developed in phases. Safeway shall have no obligation to develop all or any portion of any phase, notwithstanding the development or non-development of any other phase, and Safeway shall have no liability under this Agreement to the Town or any other party for its failure to develop all or any portion of any phase of the Project. Notwithstanding the foregoing, if Safeway commences development of all or any portion or phase of the Project, Safeway shall be required to construct public improvements required to support such development in accordance with the terms and conditions of this Agreement, as it may be amended or supplemented from time to time.

2) TAX INCREMENT FINANCING (Safeway Property).

(a) Acknowledgments.

(1) The parties acknowledge that in conjunction with its development of the Project, Safeway will construct significant public improvements for the benefit of the Town, at Safeway's cost. The parties agree that such improvements, as well as the additional employment opportunities and tax revenues to be generated by the Project are significant benefits to the Town and its residents, and that the reimbursements contemplated by this Agreement are for a valid and important public purpose. The Town shall not be entitled to relief in the event that Safeway does not construct said improvements; provided, however, that this Agreement shall terminate and be of no further force or effect if Safeway fails or refuses to commence construction of building improvements on Lot 2 or Lot 4 on or before two (2) years from the date of execution of this Agreement.

(2) The parties hereby mutually agree that the base amount of the Town's two percent (2%) general sales tax to be used in determining the sales tax to be shared hereunder is Zero Dollars (\$ 0.00) annually. Pursuant to the provisions of Town Ordinance No. 338 relating to sales and use tax, as amended by Ordinance No. 507, Ordinance No. 651 and

Safeway at Berthoud Development Agreement

Ordinance No. 779; all sales tax revenues collected from any and all businesses within Lot 2 and Lot 4, Block 1, which exceed Zero Dollars (\$ 0.00) annually shall constitute "sales taxes" and shall be subject to sharing as specified herein.

(3) The parties hereby agree that any and all sales taxes as defined in paragraph 2 above shall be subject to sharing by the Town and Safeway on a 50%/50% basis, with fifty percent (50%) of said sales taxes being available to the Town for use in its discretion, and fifty percent (50%) being reimbursed to Safeway toward the cost of the Public Improvements required by this Agreement.

(4) The parties agree that the maximum amount of "sales tax" revenue which may be reimbursed to Safeway from sales within the Project shall be Two Million and No/100 Dollars (\$2,000,000.00), and that the "sales taxes" shall be shared through and including April 30, 2017. The parties specifically acknowledge and agree that whether or not the entire Two Million and No/100 Dollars (\$2,000,000.00) has been received by Safeway, this Agreement shall terminate following division and payment of the sales tax increment through April 30, 2017. Likewise, the parties acknowledge and agree that receipt by Safeway of the entire Two Million and No/100 Dollars (\$2,000,000.00) prior to April 30, 2017, shall automatically terminate this Agreement without further action by either party.

(5) It shall be the duty of the Town to collect all sales taxes generated within the Project, and thereafter to administer division and sharing thereof, in accordance with the provisions of Ordinances No. 338, as amended by Ordinances No. 507, No. 651 and No. 779, and terms of this Agreement. The parties agree that, for purposes of administration of this Agreement, reimbursement to Safeway shall occur on a quarterly basis (i.e., January - March, April - June, July - September, and October - December) of each calendar year during the term of this Agreement. Reimbursements to Safeway shall be made within forty-five (45) days following the last day of each calendar quarter and shall be calculated based upon all sales taxes paid to the Town from businesses operated within the Project in the preceding quarter.

(6) The parties specifically acknowledge and agree that no undertaking on the part of the Town to share "sales taxes" as specified herein constitutes a debt or obligation of the Town within any constitutional or statutory provision. The Town's obligations hereunder shall be subject to annual appropriation by the Town Board and shall not be effective unless and until approved by the Town Board.

(7) If there is a legal challenge to the Enhanced Sales Tax Incentive Program in general, or to this Agreement, any and all undisbursed sales

Safeway at Berthoud Development Agreement

tax increments subject to reimbursement hereunder shall be escrowed. In the event of such a legal challenge, Safeway may continue to receive reimbursements under this Agreement if it posts a bond or other security, in a form reasonably acceptable to the Town, for the full amount of such reimbursements. The Town shall actively defend against any such legal challenge at the Town's cost and expense, and Safeway may participate in such defense at its own cost and expense.

3) SEQUENCE OF DEVELOPMENT – ISSUANCE OF BUILDING PERMITS: The Safeway at Berthoud Final Plat contains two (2) blocks: Block 1 and Block 2, consisting of 14 acres of commercial property. Safeway at Berthoud Final Development Plan consists of six (6) commercial lots on Block 1 and a detention pond on Block 2. The parties acknowledge that Safeway and Developer intend to construct improvements to individual lots (also referred to as “pad sites”) within the Project over time as dictated by market absorption. The following conditions shall apply with respect to the phases of development:

- a. General Utility Requirements. Prior to the release of any building permit for an individual lot, Safeway and the Developer shall be required to install all water system main and service lines to the designated curb stops, all fire hydrants, all sewer system main lines and taps, and all stormwater drainage facilities as reflected on the Final Plat and construction plans. Safeway (Lots 2 and 4, Block 1) shall be required to provide a potable water system prior to release of a building permit, unless otherwise determined through the water study. The water study shall be reviewed and approved by the Town's Public Works Department and shall, at a minimum, address the system in one of the following manners:

- 1) Provide a looped water system
- 2) Provide a water line stub to Lot 6.

Main lines for other utilities that are not provided by the Town, which may include gas, electric, telephone and cable television shall also be installed pursuant to construction plans prepared or approved by the subject utility providers prior to the release of any building permit within an individual lot. Installation of such “non-Town” utilities may be installed in incremental stages as directed or approved by the respective utility providers. Individual service line connections for each utility service from the main lines to the individual lot will be installed prior to issuance of Certificate of Occupancy. Notwithstanding the foregoing and subject to commencement of construction as set forth in Section 1(e)(ii) of this Addendum “C” above, Safeway and Developer shall install these underground utilities not later than eighteen (18) months from the date of recording this Agreement in the office of the Larimer County Clerk and Recorder.

Safeway at Berthoud Development Agreement

- b. Specific Utility Requirements for Block 1. Safeway and the Developer are obligated to design and install all utilities (water, wastewater, stormwater) necessary to support the subdivision as well as the following specific utility improvements for Block 1:

In the event that the Safeway Property (Lots 2 and 4) or the Developer Property (Lots 1, 3 5 and 6) is the first phase of development, the following utility improvements shall be completed, at a minimum. The utility improvements that have not been completed with the first phase of development as required herein shall be completed with the second phase of development:

Water. Safeway or the Developer shall tie and loop into the existing water main in Meadowlark Drive and install a new line extending from the Property west to the western boundary of the Property. Safeway or the Developer shall provide a 12" water line stub at the western boundary of the Property for the commercial property to the west. This is an oversized line to accommodate future growth in this area. This improvement will benefit future development and as such, Safeway or the Developer is eligible for reimbursements from the commercial property to the west. Adjacent properties that benefit from utilizing the oversized line shall provide reimbursement payments to the Town at the time of building. The Town is responsible for collecting such payments and reimbursing Safeway or the Developer in a timely manner. Also see Town of Berthoud Reimbursement Agreement, "Addendum D".

Safeway shall provide an 8" water line and stub to the northern boundary of Block 1 for future development in Block 2, as depicted on the Development Documents.

Wastewater. Safeway or the Developer shall tie into the existing 12" sanitary sewer line main located in Meadowlark Drive.

Storm Water. Safeway or the Developer shall tie into the existing 30" storm water drainage culvert crossing Meadowlark Drive and allow offsite stormwater to pass through the site and the detention ponds in Tracts A and B of Block 1 and Tract C of Block 2, as depicted on the Safeway at Berthoud Final Plat. The detention ponds in Tracts A and B of Block 1 and Tract A of Block 2 shall be built and tie into the existing drainage culvert prior to issuance of any building permit.

Safeway or the Developer shall complete and receive acceptance from the Town's Public Works Department for the detention pond improvements, as depicted in the Development Documents and as specified in the Town-approved Safeway at Berthoud Final Public Improvement Construction Plans prior to the issuance of a building permit for improvements on the Safeway Property or Developer Property. Safeway and the Developer acknowledge that the 0.32-acre detention pond located on Block 2 is necessary to fulfill the drainage requirements for Block 1. Redesign and reconstruction of this pond

Safeway at Berthoud Development Agreement

is necessary to accommodate future development within Block 2. Any modification to the detention pond is subject to the Town's Public Works Department review and approval.

- c. Streets and Roadways. Prior to the release of a Certificate of Occupancy for any commercial building within the Project, all streets, curbs, gutters and street signs within the Project will be constructed or installed in accordance with the following.

Lots 2 and/or 4. In the event that Lots 2 and 4 are the first phase of development, the following roadway improvements shall be completed, at a minimum. The roadway improvements that have not been completed with the first phase of development as required herein shall be completed with the second phase of development:

Meadowlark Drive. Safeway or the Developer shall be responsible for designing, and constructing the ultimate (full build-out) west half of Meadowlark Drive, in accordance with the approved *Final Safeway at Berthoud Traffic Impact Analysis*. There are no reimbursements associated with this improvement.

Drive Aisles. All main drive aisles shall be completed for Lots 2 and 4, including drive aisles to State Highway 56 (between Lots 4 and 5) prior to the issuance of a Certificate of Occupancy.

In accordance with the Development Documents, all interior drive aisles within each individual lot requesting a Certificate of Occupancy shall be completed prior to the issuance of a Certificate of Occupancy.

Paving. The final lift of asphalt may be completed after building construction has been substantially completed. Prior to the issuance of a Certificate of Occupancy, streets shall be paved with both lifts of pavement.

Lots 1, 3, 5 and/or 6. In the event that Lots 1, 3, 5 and 6 are the first phase of development, the following roadway improvements shall be completed, at a minimum. The roadway improvements that have not been completed with the first phase of development as required herein shall be completed with the second phase of development:

Meadowlark Drive. Safeway or the Developer shall be responsible for designing and constructing the ultimate (full build-out) west half of Meadowlark Drive, in accordance with the approved *Final Safeway at Berthoud Traffic Impact Analysis*. There are no reimbursements associated with this improvement.

Drive Aisles – Lots 1, 3, 5 and 6.

Safeway at Berthoud Development Agreement

All drive aisles connecting Lots 1, 3, 5 and 6 shall be completed prior to a Certificate of Occupancy, including the drive aisle from State Highway 56 (between Lots 4 and 5) and both drive aisles connecting to Meadowlark Drive.

All interior drive aisles within each individual lot requesting a Certificate of Occupancy shall be completed prior to the issuance of a Certificate of Occupancy.

Paving. The final lift of asphalt may be completed after building construction has been substantially completed. Prior to the issuance of a Certificate of Occupancy, streets shall be paved with both lifts of pavement.

- d. Intersection Improvements (Safeway). Safeway recognizes that the development of the Safeway Property shall add significant volumes of traffic to several intersections within the Town's roadway network, affecting the levels of service and contributing to a warrant for signalization at the intersection of Hwy 56 and Meadowlark Drive.

Pro-rata share: The Town shall determine the Project's proportionate share for Meadowlark intersection improvements, based on the projected traffic volumes found in the *Safeway at Berthoud Traffic Impact Analysis*, as approved in connection with the Preliminary Plans (the "Traffic Impact Study"). The Town shall calculate and distribute a proportionate share of the Meadowlark intersection improvement costs to all developments within a ½-mile radius of impacted intersections. The surrounding developments shall be assessed their respective pro rata shares of the intersection improvements at the time of building permit application. Any future Transportation Impact Fee enacted by the Town shall be assessed at the time of building permit application.

The Town and the Colorado Department of Transportation have determined from the findings of the *Safeway at Berthoud Final Traffic Impact Analysis* that the traffic volumes for Safeway warrant signalization of State Highway 56 and Meadowlark Drive. Therefore, Safeway shall design and construct such intersection improvements, in conformance with the Development Documents, prior to a Certificate of Occupancy for Safeway (Lot 2). The Meadowlark intersection improvements shall be approved and accepted by the Town's Public Works Department.

Safeway recognizes that the Town is currently updating the Street Master Plan and will consider a Transportation Impact Fee that will include a fee for intersection improvements. In the event that the Transportation Impact Fee is enacted prior to approval of the Development Documents, the Project contribution shall be assessed on the impact fee in effect. The intersection improvements recommended in reference to the Development must satisfy the Town's level of service criteria and Best Transportation Practices and, for

Safeway at Berthoud Development Agreement

intersections on the state highway system, the Colorado Department of Transportation. Safeway recognizes that these improvements could include signalization, roundabouts and any other treatment that would safely carry the anticipated traffic. Safeway will work with the Town and other agencies with jurisdiction to determine the best intersection treatment necessary for various intersection improvements. As a result of Safeway constructing the intersection improvements with the development of the Project, any future Transportation Impact Fee enacted by the Town shall be waived at the time of building permit for Block 1.

- e. Sidewalks, Trail System and Lighting Installation within Right-of-Way or Public Easements. Safeway and the Developer shall be responsible for designing constructing and installing sidewalk and lighting improvements within right-of-way or public easements, as specified in the Landscape Plans and the construction plans for the Public Improvements. The parties hereto acknowledge that in order to avoid damage during building construction, sidewalks and lighting serving the Project and the constructed buildings should be completed as soon as possible after construction in the immediate area has been substantially completed. In accordance with this general statement of intent, Safeway and the Developer agree to construct and install all sidewalks and lighting within right-of-way or public easements, as included in the approved plans, prior to issuance of a Certificate of Occupancy as follows:

In the event that either Lots 2 and 4 *or* Lots 1, 3, 5 and 6 are the first phase of development, the following improvements shall be completed, at a minimum. The improvements required by this Section 3e that have not been completed with the first phase of development shall be completed with the second phase of development:

- i. Prior to the issuance of the first Certificate of Occupancy within Lots 1, 2 3, or 4, sidewalks and lighting installation along the western portion of Meadowlark Drive.
- ii. Prior to the issuance of the first Certificate of Occupancy within Lots 1, 2, 3 or 4, sidewalk/trail and lighting installation adjacent to State Highway 56 west to the main entry (located between Lot 4 and 5).
- iii. Prior to the issuance of the third Certificate of Occupancy within the Project, sidewalk/trail and lighting installation adjacent to State Highway 56 west to the western boundary of the Project and along the 287 Parkway right-of-way to the north, connecting with internal pedestrian connections within Lot 1.
- iv. Safeway and the Developer are responsible for receiving necessary permits and use of right-of-way agreement from the Colorado Department of Transportation for the portion of trail system within CDOT right-of-way.

Safeway at Berthoud Development Agreement

- v. Exceptions to the foregoing requirements may be granted to those portions of the Project with on-going construction activity or if delays in completion are caused by weather.

- f. Completion of Right of Way Landscaping. The parties hereto agree that all right-of-way landscape improvements required by the Safeway at Berthoud plans, particularly the Landscape Plan, shall be inspected by and determined complete by the Town Arborist. Safeway and/or the Developer shall warrant the landscaping with a letter of credit or other appropriate security for a period of one year from the date of installation. The Town Arborist shall determine if the right-of-way landscaping has been satisfactorily completed. The parties agree that right-of-way landscaping shall be completed prior to the issuance of a Certificate of Occupancy.

In the event that either Lots 2 and 4 *or* Lots 1, 3, 5, and 6 are the first phase of development, the following landscape improvements shall be completed, at a minimum. The landscape improvements that have not been completed with the first phase of development shall be completed with the second phase of development:

- i. Prior to the issuance of the first Certificate of Occupancy within the Project, landscape installation along the west half of Meadowlark Drive shall be completed.
 - ii. Prior to the issuance of the first Certificate of Occupancy within the Project, landscape installation adjacent to State Highway 56 west to the 287 Parkway right-of-way shall be completed.
 - iii. Prior to the issuance of the third Certificate of Occupancy within the Project, landscape installation from the western boundary of the FDP and along the 287 Parkway right-of-way to the north shall be completed.
 - iv. Exceptions to the foregoing requirements may be granted to portions of the Project with on-going construction activity or if delays in completion are caused by weather.
- g. Completion of Landscaping. The parties hereto agree that all landscape improvements required by the Safeway at Berthoud Development Documents, particularly the Landscape Plan, found to be incomplete or unsatisfactory, as determined by the Town Arborist, shall be completed on or before a date deemed reasonably acceptable to the Town Arborist. Safeway and/or the Developer shall warrant the landscaping for one year from the date of acceptance. The Town Arborist shall determine if landscaping improvements have been satisfactorily completed in his reasonable discretion. Safeway and the Developer acknowledge the requirement to pay the irrigation tap fee.
 - h. Completion of Other Developments Improvements. The parties hereto agree that all other development improvements which are on private property or outside of public easements or right-of-way, shall be completed prior to the

Safeway at Berthoud Development Agreement

issuance of a Certificate of Occupancy for each individual lot, subject to the provisions of subparagraph (i) below. These improvements include, but are not limited to, landscaping, sidewalks, lighting and parking lot paving. Parking lots, at a minimum, shall be paved with the first lift of asphalt, weather permitting. Final paving for parking lot areas shall be completed as soon as reasonably practicable and prior to issuance of a Certificate of Occupancy. Safeway and the Developer shall be responsible for designing constructing and installing the improvements specified in the Landscape Plans and Development Documents. The parties hereto acknowledge that in order to avoid damage during building construction, sidewalks, lighting and landscaping serving the Project and the constructed buildings should be completed as soon as possible after construction in the immediate area has been substantially completed. In accordance with this general statement of intent, Safeway and the Developer agree to construct and install all sidewalks, lighting, and landscaping included in the approved Development Documents prior to the issuance of any Certificate of Occupancy, with the exception of areas with on-going construction activity or if delays in completion are caused by weather and subject to the provisions of subparagraph (i) below.

- i. Lots 5 and 6, Block 1 Improvements. The Developer(s) of Lots 5 and 6 are required to submit a Final Development Plan (FDP) to the Town for development of Lots 5 and 6. Landscaping, sidewalks, lighting, drive aisles and parking areas shall be completed prior to the issuance of a Certificate of Occupancy, in accordance with this Addendum C.
- ii. Development Documents – Block 2. The Developer of Block 2 is required to submit a Preliminary Development Plan (PDP), Preliminary Plat and subsequent Final Development Plan (FDP) and Final Plat to the Town for the property or any portion of the property.
- iii. Internal Sidewalks. The parties hereto acknowledge that in order to avoid damage during building construction, internal sidewalks serving the Project should be completed as soon as possible after construction in the immediate area has been substantially completed. In accordance with this general statement of intent, Safeway and the Developer agree to construct and install all internal sidewalks included in the approved plans as soon as reasonably practicable. At a minimum, it is agreed that:

In the event that either Lots 2 and 4 *or* Lots 1, 3, 5 and 6 are the first phase of development, the following improvements shall be completed. If any of the above lots are included in the second phase of development, the improvements required by this Section that have not been completed with the first phase of development shall be completed with the second phase:

- i. Prior to the issuance of a Certificate of Occupancy within Lots 1, 2

· Safeway at Berthoud Development Agreement

- and/or 3, an interim internal walk from Meadowlark Drive to any building located on Lots 1, 2 and 3 shall be provided. At a minimum, the interim connection shall consist of decomposed granite and be handicapped accessible.
- ii. Prior to the issuance of a Certificate of Occupancy within Lots 1, 2 and 3, the internal walk adjacent to the main entry, connecting from the State Highway 56 right-of-way to the internal walk within Lot 2.
 - iii. Prior to the issuance of a Certificate of Occupancy within Lots 4, 5 and 6, an interim internal walk from Meadowlark Drive to any building within the Project.
 - iv. Prior to the issuance of a Certificate of Occupancy within Lots 4, 5 and 6, the internal walk adjacent to the main entry, connecting from the State Highway 56 right-of-way to the southern boundary of Lot 2.
 - v. In the event that Lot 6 is developed prior to Lot 5, an interim pedestrian connection shall be provided from Lot 6 to the eastern boundary of Lot 5 prior to issuance of Certificate of Occupancy for Lot 6. At a minimum, the connection shall consist of decomposed granite and be handicapped accessible.
 - vi. Internal walks within and adjacent to the individual lot shall be provided prior to Certificate of Occupancy for the subject lot.
 - vii. Exceptions to the foregoing requirements may be granted to those portions of the Project with on-going construction activity or if delays in completion are caused by weather.
- i. Signage. Safeway has included monument signage for the Safeway at Berthoud shopping center and Lot 4 for Safeway Fueling with the Safeway at Berthoud Development Documents. Subsequent monument and wall signage shall be consistent with the Safeway at Berthoud Development Document signage and Safeway building materials.
- j. Lighting. Safeway and the Developer agree to comply with the Town's goal toward achieving a "Dark Sky" community. This goal includes, but is not limited to: down-cast lighting, non-glare lighting, and light fixtures that prevent light pollution.
- k. Capital Improvement Fees and Building Permit Fees. In accordance with provisions of Town of Berthoud Ordinance No. 1040, the following fees shall be paid by building permit applicants at issuance of building permits in Safeway at Berthoud Subdivision:
- Building Permit Fee
 - Plan Review Fee
 - Electrical Permit Fee

• Safeway at Berthoud Development Agreement

- Temporary Construction Meter Fee
- Water Meter Fee
- 3% Town of Berthoud Use Tax
- 0.80% Larimer County Use Tax
- Town of Berthoud Capital Improvement Fees (CIF)

Pursuant to provisions of Ordinance No. 1040, in the event Capital Improvement Fees are not paid in full at issuance of each building permit, building permit applicants shall be required to pay the full amount of the Capital Improvement Fee in effect at the time the Capital Improvement Fees are paid.

Safeway and Developer agree and understand that the building permit applicant is obligated to pay the capital improvement fees (amount) in effect at the time each building permit is issued, which fees may be more or less than the fees in effect as of the date of this Agreement.

- I. Berthoud-Gateway Park reimbursements. Safeway and/or the Developer shall reimburse Berthoud-Gateway Park, LLP, \$61,000 (its pro-rata portion of the oversized water lines, sanitary sewer lines and stormwater culverts that were installed by Berthoud-Gateway Park, LLP (collectively, the “Reimbursable Improvements”). The pro-rata calculation shall be done consistent with Paragraph 2A of the reimbursement agreement between the Town of Berthoud and Berthoud-Gateway Park, LLP.
- m. Reimbursement. Berthoud-Gateway Park, LLP shall be reimbursed the cost of the Reimbursable Improvements as follows:
 - i. Safeway and/or Developer shall provide the Town with its estimated use of the oversized utilities. Berthoud-Gateway Park, LLP shall have up to two weeks to provide its written comments to the Town with respect to the estimated usage. The Town shall review and approve the estimates. Safeway and the Developer shall pay its pro rata share portion of the Reimbursable Improvements to the Town prior to issuance of the first building permit for the Project. The Town shall forward these reimbursements to Berthoud-Gateway Park, LLP. [Refer to Town of Berthoud Reimbursement Agreement, Addendum D]
 - ii. Example. It is determined that the Project will utilize 25 cfs of the 373.60 cfs excess capacity ($409.50 \text{ cfs} - 35.9 \text{ cfs} = 373.60 \text{ cfs}$ excess capacity), or 6.69% ($25/373.60 = 6.69\%$), of the box culvert. Safeway and/or Developer would pay the Town \$25,134 (6.69% of the \$375,700 of Reimbursable Cost for the box culvert) and the Town would reimburse Berthoud Gateway Park, LLP that amount.

· Safeway at Berthoud Development Agreement

- n. Line "G" Sanitary Sewer. Berthoud shall charge a one-time Line "G" Sanitary Sewer fee for each building permit, assessed at the time of building permit application. The purpose of Line "G" sanitary sewer is for the Town's oversizing of sanitary sewer line located at 3rd Street and Nebraska Street to serve and benefit this development and future developments.
- o. Collateral in Lieu of Completion. In the event that any building permit prerequisite cannot be timely completed by Safeway or the Developer due to scheduling, weather, ground frost, unavailability of materials or other such condition, and where immediate completion of the prerequisite would not cause or result in any public health or life safety concerns as reasonably determined by the Town Administrator, or where such concerns could be alleviated by some alternative procedure, the Town Administrator may allow the issuance of building permits, provided that Safeway or the Developer has escrowed security sufficient to pay for completion of the delayed prerequisite. The Town Administrator may also impose such other conditions reasonably required to provide adequate assurances to the Town concerning the subsequent completion of the prerequisite. Funds escrowed shall be released to Safeway or the Developer upon the completion of the prerequisite and/or satisfaction of the conditions imposed pursuant to the terms of this Agreement.
- p. Acceptance of Development Improvements. Safeway or the Developer and the Town agree that Public Improvements listed on Addendum "B" may be completed and accepted in several incremental components. More specifically, the installation of water, sewer and storm drainage facilities will be considered as a separate component, the regional trail a separate component, the street trees a separate component, the public sidewalks, and lighting improvements a separate component.

End of Addendum C

Safeway at Berthoud Development Agreement



Town of Berthoud Development Agreement Addendum "D"

STANDARD REIMBURSEMENT AGREEMENT

[DEVELOPMENT NAME]
BERTHOUD, COLORADO

REIMBURSEMENT AGREEMENT

I. RECITALS

WHEREAS, [DEVELOPER] ("Developer") is the owner/developer of [DEVELOPMENT NAME] ("PROJECT"), a subdivision in the Town of Berthoud ("Town"), a municipal corporation in the County of Larimer, State of Colorado.

WHEREAS, in connection with its development/construction of "PROJECT", and at the request of the Town, Developer has installed [INSERT IMPROVEMENTS] that are either in addition to or are over-sized from those improvements otherwise required for "PROJECT"(collectively the "Reimbursable Improvements"). The Reimbursable Improvements are described within Exhibit A attached hereto and incorporated herein.

WHEREAS, pursuant to the Development Agreement dated _____, 20__, by and between Developer and the Town, Developer and the Town agreed to enter into a reimbursement agreement whereby Developer would be reimbursed the cost of the Reimbursable Improvements (see Addendum "A", paragraphs 1, 2 and 3). The amount that Developer is entitled to be reimbursed in connection with the Reimbursable Improvements ("Reimbursable Cost") is described within Exhibit B attached hereto and incorporated herein.

AND WHEREAS, pursuant to and in furtherance of the foregoing, Developer and the Town now make and enter into this Reimbursement Agreement.

II. AGREEMENT

IN CONSIDERATION OF the foregoing, and other consideration, Developer and the Town agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein.
2. Reimbursement. Developer shall be reimbursed the cost of the Reimbursable Improvements as follows:
 - a. Private Property Owners and Developers. At the time that any private property owner or developer connects to or utilizes any of the Reimbursable Improvements, and as a condition to such connection/utilization, they shall pay to Developer their ratable portion

Safeway at Berthoud Development Agreement

of the cost of the applicable Reimbursable Improvements. As used herein, "ratable portion" means the percentage of the total capacity (or excess capacity) that the applicable owner/developer will utilize of the applicable Reimbursable Improvements as reasonably determined by the Town. The owner/developer, at his sole expense, shall be required to provide a calculation of said percentage calculated by a licensed engineer to the Town and Developer. The Developer shall have up to two weeks to provide its written comments to the Town. The Town will have the option to have said calculation confirmed or otherwise determine said percentage by an independent engineer at the owner's/developer's expense. The decision by the Town shall be binding upon the parties unless it can be shown that the Town abused its discretion. Payment shall be made by the owner/developer or from funds deposited by the owner/developer with the Town.

Example. It is determined that a private property owner's/developer's project will utilize 25 cfs of the 373.60 cfs excess capacity (409.50 cfs – 35.9 cfs = 373.60 cfs excess capacity), or 6.69% ($25/373.60 = 6.69\%$), of the box culvert. The owner/developer would reimburse Developer \$25,134 (6.69% of the \$375,700 of Reimbursable Cost for the box culvert).

3. INTEREST ON REIMBURSEMENT COSTS. The total actual cost of each Reimbursable Improvement shall include all architectural, planning, engineering, legal, accounting, construction and project management expenses incurred by Developer and the fair market value paid by Developer for necessary easements and rights-of-way in connection with such improvements (the "**Reimbursable Costs**"). Reimbursable Costs shall accrue interest at the rate of five percent (5%) per annum on the Reimbursement Amount, commencing on completion of each Reimbursable Improvement and acceptance thereof by the Town and shall continue to accrue on the outstanding balance until the reimbursement for such Reimbursable Improvements has been paid in accordance with the provisions of this Section 3. The Reimbursable Costs for all of the Reimbursable Improvements plus the Interest Component shall be referred to herein as the "**Reimbursement Amount.**"
4. WAIVER. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
5. BINDING EFFECT/RELEASE. The parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof.
6. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and Developer, their successors and assigns, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the Town and Developer that any person other than the Town or Developer receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
7. GOVERNING LAW AND ENFORCEMENT. The laws of the State of Colorado shall govern this Agreement. If any party defaults under this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of such default, at the address specified herein, and the defaulting party shall have twenty (20) days from and after receipt of such notice to cure such default. If such default is not of a type which can be cured within such twenty (20) day period and the defaulting party gives written notice to the non-defaulting party within such twenty (20) day period that it is actively and diligently pursuing such cure, the defaulting party shall have a reasonable period of time given the nature of the default following the end of such twenty (20) day period to cure such default, provided that such defaulting party is at all times within such additional time period actively and diligently pursuing such cure. If the Town's default to collect the ratable portion of the reimbursement fee under this Agreement is not cured as described

Safeway at Berthoud Development Agreement

above, the Developer's sole remedy shall be the right to enforce the Town's obligations hereunder by an action for monetary damages.

8. WITHHOLDING PERMITS, ETC. It is understood and agreed that unless and until any property owner/developer has reimbursed Developer all amounts owed by said owner/developer as per this Agreement, the Town shall withhold any requested building upon any lot within the owner's/developer's property.
9. NOTICES. Any notice or communication required under this Agreement between the Town and Developer must be in writing, and may be given either personally, by Federal Express or similar next-day delivery service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar next-day delivery service, a notice shall be deemed to have been given and received on the immediately following business day. If personally delivered, a notice shall be deemed to have been given and received when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 8, designate additional persons to whom notices or communications shall be given, and designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the Town:

Town of Berthoud
328 Massachusetts Avenue
Berthoud, Colorado 80513
Attention: Town Administrator

Town of Berthoud
328 Massachusetts Avenue
Berthoud, Colorado 80513
Attention: Public Works Dir.

With a required copy to:

Town of Berthoud
328 Massachusetts Avenue
Berthoud, Colorado 80513
Attention: Town Attorney

Town of Berthoud
328 Massachusetts Avenue
Berthoud, Colorado 80513
Attention: Planning Director

If to Developer:

With a required copy to:

10. CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
11. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement.
12. SEVERABILITY. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement so long as enforcement of the remaining provisions would not be inequitable to the party against whom they are being enforced under the facts and circumstances then pertaining.
13. RECORDATION OF AGREEMENT. The Town may record this with the Clerk and Recorder's Office of Larimer County at the sole cost of the Developer.

· Safeway at Berthoud Development Agreement

14. INCORPORATION OF EXHIBITS. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes.
15. FURTHER ASSURANCES. Each party shall execute and deliver to the other all such other further instruments, documents, resolutions or ordinances as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges under this Agreement.
16. EXPENSES. Except as otherwise provided in this Agreement, Town Code, Berthoud Development Code, and other Town regulations and laws, the Developer and the Town shall each bear their respective costs and expenses associated with entering into, implementing and enforcing the terms of this Agreement.
17. TERM. The term of this Agreement shall be ten (10) years. To the extent the Reimbursable Cost of any Reimbursable Improvements has not been reimbursed to Developer prior to the expiration of the term, as may have been extended, the term shall be automatically extended for up to ten (10) additional one (1)-year periods. This Agreement shall terminate and have no further force or affect the earlier of the date which all Reimbursable Costs of all Reimbursable Improvements has been reimbursed to Developer, or the twentieth (20th) anniversary of the date hereof.

Made and agreed effective _____, 20__.

TOWN OF BERTHOUD, a Colorado municipal
corporation

Milan Karspeck, Mayor

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

· Safeway at Berthoud Development Agreement

DEVELOPER

By: _____
Name: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Acknowledged before me this _____ day of _____, 20__, by _____
as _____ of _____.

Notary

My Commission Expires: _____

• •
• Safeway at Berthoud Development Agreement

EXHIBIT A

REIMBURSABLE IMPROVEMENTS

[INSERT IMPROVEMENTS]

EXHIBIT B

REIMBURSABLE COSTS

[INSERT COSTS]

34
• Safeway at Berthoud Development Agreement

Engineer's Statement:

I certify that the above figures appear to represent a truthful estimate of the oversizing costs required to construct certain public improvements associated with the _____ development as outlined in Exhibit A of this agreement.

TERMINATION OF TOWN OF BERTHOUD DEVELOPMENT AGREEMENT

This Termination of the Town of Berthoud Development Agreement is made this day by and between the TOWN OF BERTHOUD, a Colorado Municipal Corporation and (“the Town”), and Berthoud Gateway LLC, a Colorado limited liability company (“Berthoud Gateway”). The Town and Berthoud Gateway may sometimes be referred to collectively as “Parties”.

Whereas on April 24, 2007, the Town, Safeway, Inc., a Delaware corporation (“Safeway”) and M & K Investments of Berthoud, LLC, a Colorado limited liability company (“M & K”), entered into a certain Town of Berthoud Development Agreement (“Agreement”) which was recorded August 8, 2007 at Reception No. 20070060841 of the Official Records of Larimer County Colorado.

Whereas, the Agreement effected certain real property (“Property”) legally described as:

Parcel One: Lot 2, Lot 4, and Tract A, Block 1, at Safeway at Berthoud, Town of Berthoud, Larimer County, Colorado.

Parcel Two: Lot 1, Lot 3, Lot 5, and Lot 6, Block 1, and Lot 1 and Tract A, Block 2, Safeway at Berthoud, County of Larimer, State of Colorado.

Whereas, at the time of the Agreement, Safeway and M & K were the fee owners of the Property.

Whereas, by the terms of the Agreement, it is binding on the respective heirs, successors, assigns, and grantees of the Parties, and all subsequent owners, whether legal or equitable.

Whereas, neither Safeway nor M & K own any interest in the Property.

Whereas, Berthoud Gateway is the successor and fee owner of the Property.

Whereas, the Town and Berthoud Gateway are desirous of terminating the Agreement to the extent it effects the Property.

Whereas, Westland Holdings, Inc. may claim an interest in one or both of Parcels One and Two by reason of a certain Deed of Trust dated May 7, 2019 and recorded on May 9, 2019 at Reception No. 20190024171 of the Official Records of Larimer County Colorado. Said lien claimant hereby gives its consent to the termination of the Agreement.

Whereas, the Town of Berthoud acknowledges that all costs, fees and other recoverable expenses which can be assessed against the Property have been paid in full or are waived.

NOW THEREFORE, the Agreement is hereby terminated and the Property is released from any claim which may be hereafter be asserted against the Property by reason of the Agreement.

Dated this ____ day of October, 2022

Berthoud Gateway LLC

By: _____

Scott Charpentier, manager

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

On this __ day of October, 2022, Scott Charpentier, as manager of Berthoud Gateway LLC, personally appeared before me and executed this instrument for the purposes set forth therein.

SEAL

Notary Public

My commission expires:

Westland Holdings, Inc. Lien Holder:

By: _____

Its Authorized Representative

STATE OF COLORADO)
)SS
COUNTY OF LARIMER)

On this __ day of October, 2022, _____, as authorized representative of Westland Holdings, Inc., lien holder, personally appeared before me and executed this instrument for the purposes set forth therein.

SEAL

Notary Public

My commission expires:

TOWN OF BERTHOUD, a municipal corporation

By _____
Mayor

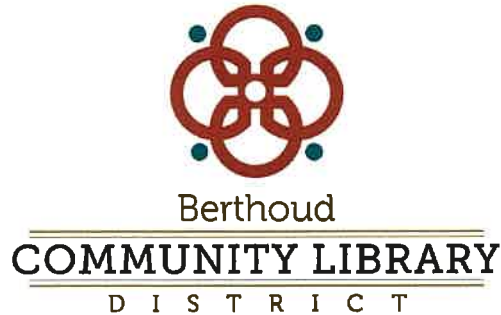
ATTEST:

Town Clerk

Town Attorney

Return after recording:

Berthoud Gateway LLC
c/o Scott T. Charpentier, managing member
8340 Loudon Circle
Windsor, CO 80550



November 10, 2022

Mr. Christian Samora
Town Clerk
PO Box 1229
Berthoud, CO 80513-2229

Dear Mr. Samora:

On November 9, 2022, the Berthoud Community Library District Board of Trustees selected Alyson Dratch to fill a four-year library trustee term, 1/1/2022 – 12/31/2025.

Please consider her for formal appointment to the Berthoud Community Library District Board of Trustees. This will be her first term as a trustee. Her original application is attached.

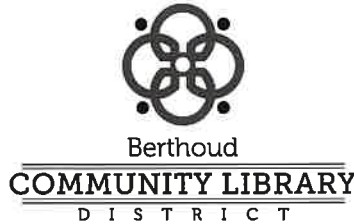
Ms. Dratch and I will be happy to meet with you and any Town Trustees and/or attend the meeting at which her appointment will be on the agenda. Please contact me if you need any additional information.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Amie Pilla".

Amie Pilla
Library CEO



Board of Trustees Member Application

*We are a center for sharing resources to educate, enrich,
and connect you with the world.*

Please complete the information below and attach a resume if you wish. Applications should be returned to: Berthoud Community Library District, 236 Welch Avenue, Berthoud, CO 80513, attention Amie Pilla.

Any questions concerning typical meeting commitments or general trustee responsibilities may be directed to the Library CEO, Amie Pilla, at 970-532-2757 or ceo.bclld@gmail.com. You may also contact Lorna Greene, Library Board President, at lg.bclld@gmail.com.

Date: September 14, 2022

Name: Alyson Dratch _____

Email: aly.dratch@gmail.com _____ Phone: (610) 368 - 1611 _____

Address: 1604 Hollyberry St, Berthoud _____

How long have you lived in this area? _ November 2014 _____

Occupation: Small Business Owner + Freelance Graphic Designer _____

Employer: Mama Made Minis _____ Title: Co-Founder _____

❖ **Term being applied for is January 2023 – December 2026**

❖ The Berthoud Community Library District (BCLD) Board of Trustees normally meets on the 2nd Wednesday of each month at 7:00 pm. Are you able to meet at that time? __X__ yes ____no

❖ The term for this appointment is four years. Are you able to commit to serving this term? ____X__yes ____no

❖ Are you a library cardholder? __X__yes ____no

❖ How did you learn of this Library Board of Trustees opening? _Amanda Thorstensen_____

Why do you want to become a member of the BCLD Board of Trustees?

I would love to be a part of a community organization that provides such a wide variety of benefits to so many members of our community. Also, I love reading and books!

What strengths would you bring to the Board of Trustees?

I am very organized and creative, and I have a lot of experience with marketing, graphic design and organizing events.

**What services do you feel the library district should provide for this community?
Of these, which do you feel is the most important?**

I think it is important to provide a place with lots of different resources for members of our community to have access to, whether it is books, multimedia, or internet and computer resources. More importantly, I think that the library should serve as a place for people from the community to be able to meet and collaborate on everything from educational to social to creative topics. I believe that this creates a wonderful opportunity for our community members to share knowledge and experience and ideas with each other.

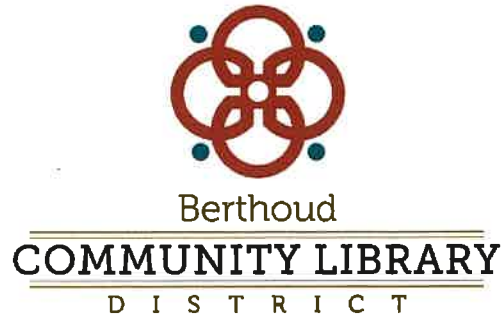
Please list any past or present affiliations, e.g. other boards, community groups, civic involvement, professional organizations, and/or volunteer groups.

I have worked with the Berthoud Schools Fund and I volunteer with the Food Bank for Larimer County.

Any other comments?

I would love to see the Berthoud Community library be afforded the resources it needs to become an even more central part of our community and bring people of all ages together in a similar fashion as the Rec Center.

Thank you for your interest in serving on the Berthoud Community Library District Board of Trustees.



November 10, 2022

Mr. Christian Samora
Town Clerk
PO Box 1229
Berthoud, CO 80513-2229

Dear Mr. Samora:

On September 14, 2022, the Berthoud Community Library District Board of Trustees selected Karen Anderson to fill a four-year library trustee term, 1/1/2022 – 12/31/2025.

Please consider her for formal appointment to the Berthoud Community Library District Board of Trustees. This will be her first full term as a trustee. She is currently serving a partial term on the board. Her application is attached.

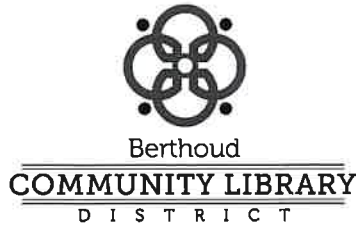
Ms. Anderson and I will be happy to meet with you and any Town Trustees and/or attend the meeting at which her appointment will be on the agenda. Please contact me if you need any additional information.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amie Pilla".

Amie Pilla
Library CEO



Board of Trustees Member Application

*We are a center for sharing resources to educate, enrich,
and connect you with the world.*

Please complete the information below and attach a resume if you wish. Applications should be returned to: Berthoud Community Library District, 236 Welch Avenue, Berthoud, CO 80513, attention Amie Pilla.

Any questions concerning typical meeting commitments or general trustee responsibilities may be directed to the Library CEO, Amie Pilla, at 970-532-2757 or ceo.bclld@gmail.com. You may also contact Lorna Greene, Library Board President, at lg.bclld@gmail.com.

Date 8/4/2022

Name Karen Anderson

Email: aimpro@aol.com Phone 317-523-5049

Address 344 Banjo Drive, Berthoud, Colorado 80513

How long have you lived in this area? 2 years

Occupation Consultant

Employer KMPG LLP Title Director

❖ **Term being applied for is January 2023 – December 2026**

❖ The Berthoud Community Library District (BCLD) Board of Trustees normally meets on the 2nd Wednesday of each month at 7:00 pm. Are you able to meet at that time? X yes no

❖ The term for this appointment is four years. Are you able to commit to serving this term? X yes no

❖ Are you a library cardholder? X yes no

❖ How did you learn of this Library Board of Trustees opening? Board meeting

Why do you want to become a member of the BCLD Board of Trustees? *I became a board member in 2021 when appointed to serve the remainder of a mid-term vacancy. I believe that the library is really the soul of a community and can help with education, literacy, and to promote understanding of differing viewpoints. As Berthoud continues its growth, I believe that I can collaborate with others to guide its growth in a manner that*

Karen Anderson - 1

promotes blends the viewpoints of the entire community via the direction and expansion of the library and its programming.

What strengths would you bring to the Board of Trustees? *I have extensive board, community participation, and organizational experience. As a board member I have learned that permitting the airing of differing viewpoints and collaborating on a direction are key. Involvement in community decision-making and participation in events has afforded me with lessons that I think I can continue to apply to the library board. As a current member of the board I have knowledge of issues pending before the board and wouldn't need orientation – I can hit the ground running.*

What services do you feel the library district should provide for this community? Of these, which do you feel is the most important?

I think the library should provide forums for discussion on issues and as safe space for children, including teens, and for seniors.

The library is a place where exploring ideas and learning should be central and the foundation for all services which should be open to anyone. Programming which permits this exploration including the selection of materials is the most important set of services.

Please list any past or present affiliations, e.g. other boards, community groups, civic involvement, professional organizations, and/or volunteer groups.

1. *RAFT – My husband and I just joined as a volunteer couple!*
2. *Berthoud Plan Commission – Current*
3. *Johnstown Kiwanis – Current*
4. *Commerce City Plan Commission – 3 years*
5. *Fishers, IN Plan Commission – 3 years*
6. *Fishers Board of Zoning Appeals – 3 years*
7. *Unclaimed Property Professionals Organization – Current (Board member now and immediate past president)*
8. *Denver Pack Away Hunger – Red shirt team and co-founder*
9. *Pack Away Hunger Indianapolis – Red shirt team*
10. *Fishers Town Academy Alumni Group – co-founder and annual charity event co-creator*

Any other comments? *I hope that I can continue on the Berthoud Library Board of Trustees as I have learned a lot in the past year that I think has provided me with a great orientation to support the library and its path forward. The investment made in me during this past year is very appreciated and I hope to use it in the future to assist with meeting the library's goals.*

Thank you for your interest in serving on the Berthoud Community Library District Board of Trustees.

Berthoud Board Update

November 2022



PARKS & OPEN SPACE

Parks staff spent October winterizing irrigation lines, picking up leaves, and aerating turf.

Additional highlights include preparation for the Fickel Restroom installation, and High School softball senior day field prep.



Winterization

Seasonal restrooms and irrigation are blown out in preparation for winter temperatures.



Equipment Demo

Parks staff was able to test out a Harper Hawk during leaf clean-up.



Berthoud High School Softball Senior Day

Parks staff added some extra markings to celebrate the graduating seniors.

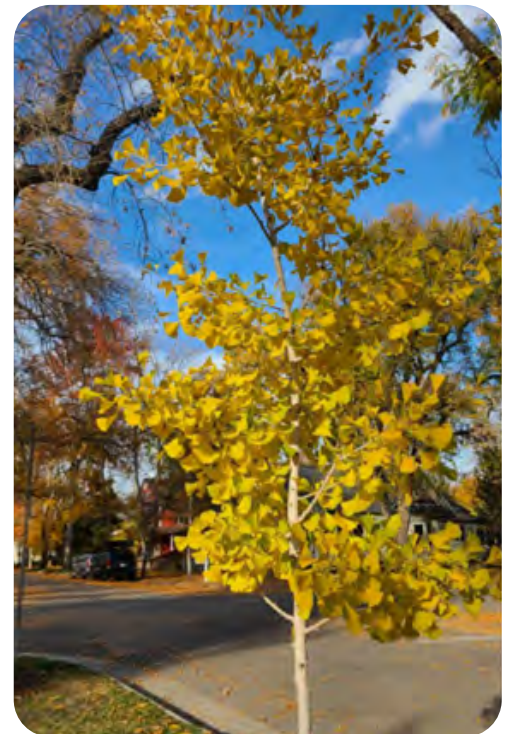


FORESTRY

October was a monumental month for Berthoud's Forestry Department. We watched our town trees drop their leaves, and return to dormancy for the winter to come. We are also able to breathe a sigh of relief as our efforts to keep the current trees in good health while also adding new trees to Berthoud's urban forest begins to slow down.

The Department reached its goal of planting 100 new trees around town, and submitted the paperwork for Berthoud's 40th year of recognition as a Tree City USA.

The work hasn't completely slowed down, however, as our department is rolling right into a new season of tree care. The wrapping of our young trees, starting winter watering routines, and keeping our tree database updated for the year is just beginning.



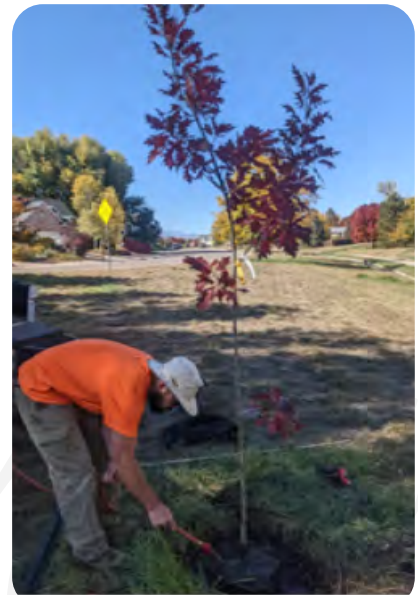
Ginkgo tree at Fickel Park. One of the last trees in the park to turn its fall color.



100 Trees!

The Forestry Department finished planting 100 new trees this year with some special trees for the final additions. We planted the Town's first Larch on public property, along with a new variety of Oak planted near Town Hall. Fun fact, the first and last trees planted in 2022 were Oak trees.

The Forestry staff were called to trim up low-hanging branches over an ongoing road improvement project. Branches were trimmed up to 14 feet to be compliant with town codes.



Forestry staff had been eagerly awaiting the wrap-up of the 1-year warranty period at Waggener Farm Park to update COTreeView tree inventory. This site alone had 327 new trees added to Berthoud's 7,000 recorded public trees.

Check it out here

<https://www.cotreeview.com/cotv/>



International Society of Arboriculture's Rocky Mountain Chapter Annual Conference

Both members of the Forestry Staff are ISA Certified Arborists and attended our local chapter's annual conference to network with other arborists and learn about exciting topics in arboriculture.



Wrapping It Up

Young and newly planted trees around town need to be wrapped for the winter to protect their trunks from permanent damage from frost cracks.



STREETS

The Streets Department mission for the month of October was to perform routine maintenance such as street sweeping, mowing, striping, and signage replacement. During this month staff completed a full sign replacement in the Hillsdale neighborhood. Staff also assisted with the Fickel Bathroom installation.



Grading the Wastewater Plant entrance road



Businesses were concerned that spaces were too small and creating parking issues. Our staff milled the old striping and painted new lines.





Fickel Park Restroom Preparation

Digging a trench for
electrical line installation.
It's a heated restroom!



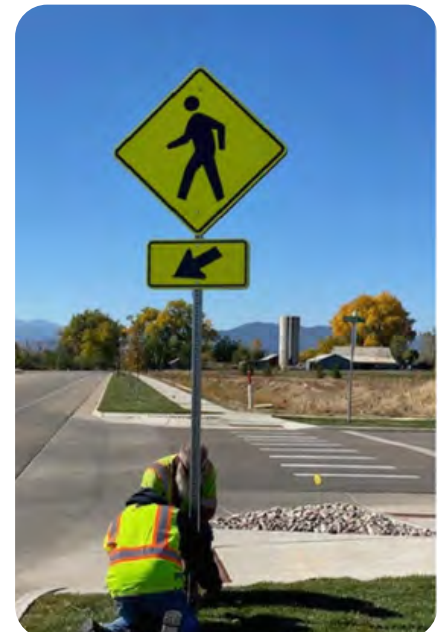
Pedestrian Crossing Improvements



Michigan Ave.
Crosswalks were added following
the pavement project



Prairiestar Dr.
Crosswalk installed



Bunyan Ave.
Pedestrian Signs Added



Preparing for Winter Weather

The staff has equipped our trucks with plows and sanders because "Winter is coming".



Greenlawn Cemetery

All roads in the cemetery were graded with the box scraper.



RECREATION

Fall is in the air and the Recreation Center is hopping!

We are proud to announce the Recreation Center won this year's CPRA's (Colorado Parks & Recreation Association) Columbine Award for Best Design. The Colorado Parks & Recreation Association Awards Program is designed to recognize and celebrate the individuals and organizations that contribute to the success and value of parks and recreation in the state of Colorado.

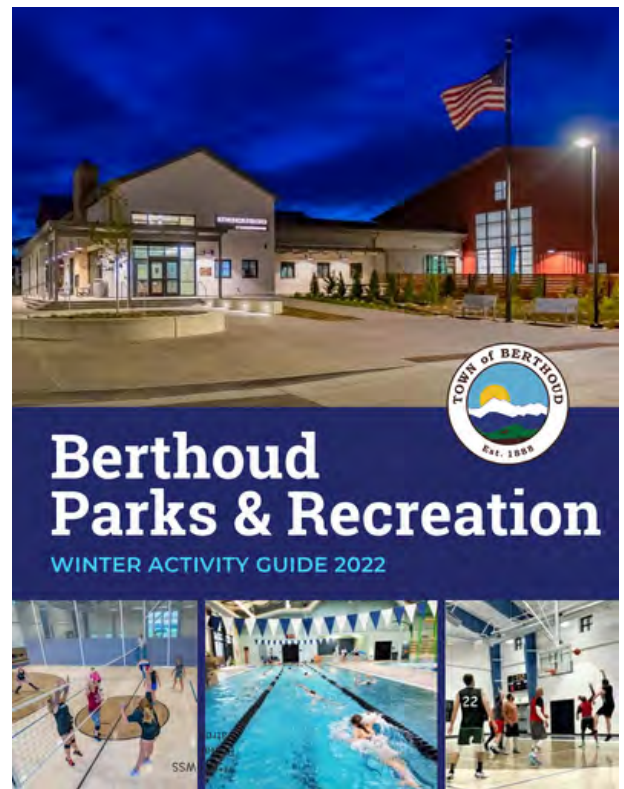


MEMBERSHIPS, RENTALS, & SPONSORSHIPS

During October, the recreation center sold 18 new memberships, booked 20 indoor events, and welcomed 8,467 guests.

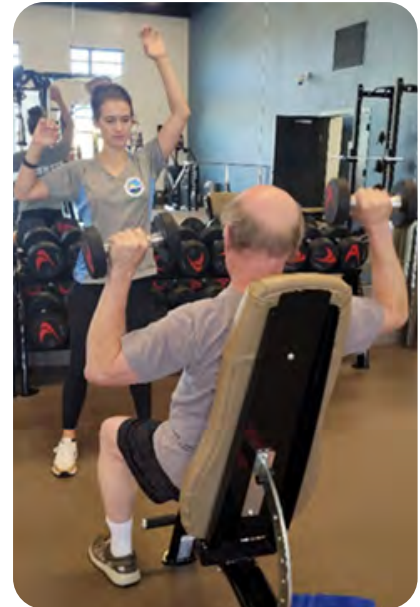
We also welcomed one premiere, three champion, and two outdoor sponsors.

The Winter Brochure went out to every resident of Berthoud. It is filled with new sports, activities, and fun events that are open to the public. The Winter Craft Fair and Cocoa with Claus are sure to become annual favorites.



Fitness

Group fitness numbers continue to grow with attendance consistently in the double digits for most classes. Personal Training sessions are staying consistent for all three trainers, and we are also excited to start registrations and drop-in opportunities for our active adult clientele with events and registration beginning in November.



Aquatics

Staff training for the aquatics staff ran on October 16th. The Head Guards worked different strategies to build the team and be more consistent with each other. They went over staff training for the lifeguards and prepared to support that training. The swim instructors talked different strategies to get kids the most about of reps in a short period of time as well as talked through areas we can improve. Right before the lifeguard training there was a high-risk double save in the pool. This happened in front of the entire team and was a great opportunity for praise of the staff and to talk through different scenarios and or ways to handle the situation. Staff training was conducted with live scenarios after some basic lifesaving skills were worked on in the pool. And of course they had a great Halloween dressing up.



Sports & Programs

In October, fall soccer flag football, and volleyball seasons wrapped up while the basketball program for 1st and 2nd graders started up.



The Rec Center's sports team was also the host to this year's Halloween Treasure Hunt. It was a great success with over 31 people participating.

Maintenance

October marked a very busy month for Maintenance with getting ready for fall. Several filter units were replaced or cleaned on the HVAC system, several inspections were done to remain compliant, and we hired and trained a new Facility Service Attendant, Bennett Simpson.



The pool at Berthoud's award-winning Recreation Center



NEIGHBORHOOD SERVICES

The Town's Neighborhood Services Officer (NSO), Theresa Morgan, has actively pursued continuing education relevant to the NSO position. Morgan successfully completed the Basic Certification Course through the Colorado Association of Code Enforcement Officials (CACEO) in October of 2021. In October of 2022, Morgan successfully completed the Advanced Certification Course through CACEO.

CACEO is a nonprofit organization dedicated to enhancing the professionalism and consistency of Colorado's code enforcement efforts. CACEO accomplishes this by offering training and certification programs, and by maintaining a communication link between the Association and Colorado governments.



FRONT DESK

Town Hall's Administrative Technicians, Allison Walsh and Lexi Weissman, assisted over 900 customers in person and over the telephone in the month of October. Staff provides assistance to the public with utility billing, pet licensing, passports, occupational licensing, and helping with general questions regarding Town services and the community. 5,453 payments were processed for Town services in the month of October. Of those transactions, 1,085 were processed by staff and 4,368 were processed online by the customer.



WATER

Carter Lake Pipeline Improvement Study

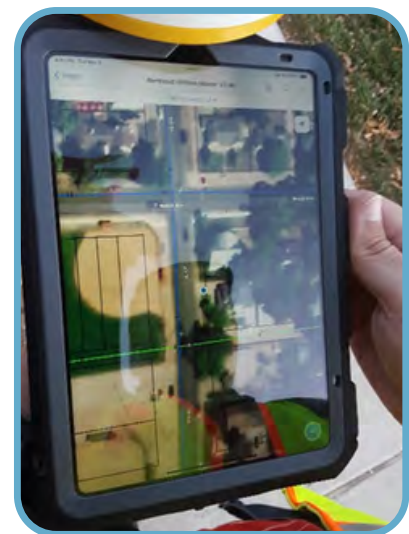
Investigation of the Carter Lake Pipeline continues.

We continue to document, record and perform potholing (8 to 12" diameter holes) to check the structural components, possible restraints, and areas of corrosion on this 1961-constructed pipeline. The goal is to determine what improvements can be made to increase the flow and supply of water efficiency to the Town of Berthoud and what advanced, conservational approaches we can take when making these improvements.



GPS

We are always up to the challenge of finding pipes, valves, and manholes. One way we are able to reliably locate water and sewer lines is to have the utilities mapped accurately and dependably. Luckily, we do both utility locating and utility mapping with GPS and GIS. Because we use a survey-grade GPS, the portable Trimble Catalyst DA2, we can generate an accurate and dependable mapping of a utility survey. Through collecting GPS data, we provide precise location data to mobile apps, with reliable accuracy down to 1 cm and, it can be used in Google Earth maps. This data is also used to create and/or update GIS maps as a reference incase previously located utility information has been erased or lost. All too often, we are contacted because there is no reference material regarding the location of utilities. Without mapping, these same issues will present themselves again and again. This is another innovative landmark for the Town of Berthoud in that GPS/GIS mapping is accurately preserving marks for future reference, tracking, and development – for our utility team, residents, and developers.



New Water Team Members

The Water Department is Growing! It is still in the process of rebuilding, but they have added two new faces.

Cody is a Colorado native originally from the town of Kremmling where he grew up working on ranches, doing construction, and loving the outdoors. He and his wife moved to the Front Range seven years ago so that he could pursue a degree in economics and find a place to raise a family. Before joining the Town of Berthoud, Cody was performing land and water operations for several farms and ranches. Since joining the Town in October, Cody has been grateful to find a work environment with such positive attitudes, kindness, and strong work ethics. Throughout his career, he has enjoyed working with water, but finding the combination of working with water and great coworkers is a has been blessing.



Marie has lived most of her professional career in Fairbanks, Alaska, and focused her administrative, fundraising, and event management skills on nonprofits that included a statewide public broadcasting station, Big Brothers and Sisters of Alaska, and Habitat for Humanity of Mesa County. She and her husband moved to Colorado to be closer to family. They landed first in Grand Junction and then were very fortunate to return home to the Front Range where they found their new home and employment with the Town of Berthoud. Like Cody, Marie is very grateful for this opportunity to work in an environment that is very positive, innovative, and collaborative.





BOARD OF TRUSTEES INFORMATION

ADMINISTRATION DEPARTMENT

Meeting Date:	November 22, 2022
Agenda Title/Subject:	Youth Advisory Commission Presentation
Type of Item:	Presentation
Purpose:	To Provide an Update Regarding Scorch Fest
Presented by:	Youth Advisory Commission

ATTACHMENTS:

- None

BACKGROUND:

The Youth Advisory Commission will present an update regarding the Scorch Fest event at the November 22, 2022 Town Board Meeting.

UPDATE/NEXT STEPS:

- No additional steps are needed.

FISCAL IMPACT AND FUND SOURCE:

There is not any additional fiscal impact anticipated.

COMMUNITY TOUCHSTONES:

This presentation is most relevant to Community Identity.

RECOMMENDED ACTION(S):

The presentation will be informational.



BOARD OF TRUSTEES INFORMATION

ADMINISTRATION DEPARTMENT

Meeting Date:	November 22, 2022
Agenda Title/Subject:	FAMLI
Type of Item:	Presentation
Purpose:	Present FAMLI program and Opt-Out resolution
Presented by:	Cindy Leach

ATTACHMENTS:

- Resolution No 14 - 2022

BACKGROUND: The Family and Medical Leave Insurance program was passed by voters in 2020. The program allows certain Colorado workers the ability to receive wages while on approved medical leave or other approved events. The program also allows local governments to opt-out of the program. The opt-out option does not take away each employee's right to participate in the program. The program was presented to the Trustees on November 8th. At this time, staff requests the Trustees adopt the Resolution approving the opt-out option.

UPDATE/NEXT STEPS: Once the Town Board approves the resolution to opt-out of the FAMLI program, the employees will be notified, and they will be given instructions on how to participate on their own.

FISCAL IMPACT AND FUND SOURCE: Opting out of the FAMLI program will have no fiscal impact to the Town.

COMMUNITY TOUCHSTONES: Sustainability is most pertinent to this project.

RECOMMENDED ACTION(S): Move to adopt Resolution No. 14 (Series of 2022), a resolution of the Town of Berthoud, Colorado approving opt-out from participation in the Family and Medical Leave Insurance Program.

**RESOLUTION NO. 14
(SERIES OF 2022)**

A RESOLUTION OF THE TOWN OF BERTHOUD, COLORADO APPROVING OPT OUT FROM PARTICIPATION IN THE FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM

WHEREAS, the Family and Medical Leave Insurance Act (the "Act") was enacted into law in 2021 and codified in Article 13.3 of Title 8 of the Colorado Revised Statutes; and

WHEREAS, Section 8-13.3-522 permits local governments to opt out of participation in the program by a majority vote at a public meeting; and

WHEREAS, coverage under the Act begins January 1, 2023, and the Town must opt out prior to this effective date; and

WHEREAS, prior to the vote to decline participation, the Town provided written notice to all employees of the opt out vote and the opportunity to provide testimony and/or submit written comments; and

WHEREAS, the Town Board finds it is in the best interest of the Town to decline participation in the Act.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF BERTHOUD, as follows:

Section 1. The Town declines to participate in the Colorado Family and Medical Leave Insurance Act program and thus opts out of said program.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 22nd DAY OF NOVEMBER, 2022.

William Karspeck, Mayor

Christian R. Samora, Town Clerk

FAMLI

Family and Medical Leave Insurance

What is FAMLI?

- FAMLI is a Colorado program.
- FAMLI is a social insurance program.
- It was passed by Colorado voters in 2020.
- Premiums are collected starting January 1, 2023.
- Benefits can be requested starting January 1, 2024.
- The program is designed to allow eligible Colorado employees the ability to receive pay during certain FAMLI events (medical, new child, domestic or sexual violence, military family needs).
- Eligible employees may receive up to 12 weeks per year (in most cases) of pay while on FAMLI leave.
- Employees become eligible to claim benefits once they earn \$2,500 in Colorado within 1 year.
- Independent contractors and elected officials are not considered employees for this program.
- Benefits are calculated on employees average weekly wage with a max weekly benefit of \$1100.
- Premiums are required by all Colorado employees, with the exception of local government employees and self-employed individuals.
- Premiums are required by all Colorado employers with 10 or more employees, with the exception of local government agencies of any size.

Local Governments have 3 options:

Participate in FAMLl

- This option means the local government agency agrees to pay the employer share of the premium (.45%) AND remit the employee's share of the premium (.45%) quarterly.
- All employees would be required to participate in the payroll deduction.
- The calculations are based on the employee's gross salary each pay period.
- The current premium is .9% total, with a statutory cap of 1.2%.

Decline Employer Participation

- This option means the local government agency declines participation of the employer share of the premium.
- The local government agency will assist those employees who want to participate by facilitating the employee's premium (.45%) through voluntary payroll deductions.
- The local government agency would be responsible for remitting and reporting the premiums quarterly.

Decline All Participation

- This option means the local government agency declines participation in both the employer and employee premium remittance.
- The local government agency's governing body must vote to decline all participation, renewed every 8 years.
- Employees would still be able to participate in the FAMLl program by registering and paying their premiums in the same manner as a self-employed individual.

Decline All Participation

- Employees still have the option to participate at the same rate of premium and benefits as other Colorado employees.
- Employees report their own wages and pay their premiums on-line quarterly.
- The individual employee is responsible for their own account and reporting, removing the responsibility from the local government agency.
- Upon voluntarily opting in, the employee is required to commit to participate for at least 3 years, which is the same requirement for local government agencies who opt in.
- Employees can opt-in at any time.
- This option allows each employee to opt-in as they choose, rather than forcing all employees to opt-in and pay the .45% premium.

Comparison Data

The following local governments have/will be opting out:

- Kremmling
- Milliken
- Eaton
- Meeker
- Limon
- Creede
- Canon City
- New Castle
- Bayfield
- Bennett
- Lyons
- Fountain
- Del Norte
- Johnstown
- Avon
- Breckenridge
- Commerce City
- Cortez
- Craig
- Eagle
- Englewood
- Estes Park
- Frederick
- Golden
- Grand Junction
- Lakewood
- Louisville
- Montrose
- Pueblo
- Severence
- Steamboat Springs
- Wellington
- Castle Rock
- Ft Morgan
- Longmont
- Northglenn
- Parker
- Silverton
- Winter Park
- among others

The following local governments are opting out with premium processing:

- Windsor

The following local governments are opting in:

- Crestone
- Littleton



BOARD OF TRUSTEES INFORMATION

PUBLIC SAFETY

Meeting Date:	November 22, 2022
Agenda Title/Subject:	Park Hours Code Amendment
Type of Item:	Public Hearing
Purpose:	To amend the Municipal Code regarding park hours
Presented by:	Jim Anderson, LCSO Sergeant

ATTACHMENTS:

- Ordinance 1311, Amending the Berthoud Municipal Code regarding hours of Public Parks, Open Space, Recreational Areas and Permitting to Grant Exclusive Use Thereof

BACKGROUND:

Our parks and trails help define the Berthoud lifestyle. Their beauty and safety are paramount for the town. There are no Berthoud Ordinances to enforce when the park is open or closed where this ordinance will fill that gap. It is a common practice of municipalities to manage the hours of use of a public park for safety reasons during the night hours. This helps reduce the vandalism and noise complaints for residents who live in the neighborhood adjacent to parks.

UPDATE/NEXT STEPS:

- This is an opportunity for the Town Board to provide feedback. The ordinance will be scheduled for consideration at the November 22, 2022, meeting.

FISCAL IMPACT AND FUND SOURCE:

There is not any anticipated fiscal impact.

COMMUNITY TOUCHSTONES:

The Town of Berthoud has wonderful and beautiful public parks. More lighting in the parks would not be consistent with the progress of the "dark sky" movement the town has worked for.

RECOMMENDED ACTION(S):

A Board Member may move to adopt Ordinance 1311, an Ordinance of the Town of Berthoud amending the Berthoud Municipal Code regarding the hours of Public Parks, Open Space, Recreational Areas and permitting to grant exclusive use thereof. Followed by a second and a roll call vote.

ORDINANCE NO. 1311

AN ORDINANCE AMENDING THE BERTHOUD MUNICIPAL CODE REGARDING THE HOURS OF PUBLIC PARKS, OPEN SPACE, RECREATIONAL AREAS AND PERMITTING TO GRANT EXCLUSIVE USE THEREOF

WHEREAS, the Town of Berthoud is a municipal corporation possessing all powers granted to a statutory town by Title 31 of the Colorado Revised Statutes; and

WHEREAS, the Board of Trustees of the Town of Berthoud (the “Board”) has authority pursuant to C.R.S. § 31-15-702 to regulate the use of sidewalks along the streets and alleys; and

WHEREAS, the Town of Berthoud maintains parks and other recreational amenities for the citizens of Berthoud to utilize and enjoy; and

WHEREAS, the Town does not currently restrict the hours of use on Town parks and other outdoor recreational amenities; and

WHEREAS, to enhance the safety of parks and other public outdoor spaces, the Town Board wishes to impose restrictions regarding the hours in which parks and other public outdoor spaces may be utilized by the public; and

WHEREAS, the Board finds that this ordinance is necessary for the health, safety and welfare of the public.

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

Section 1. There is hereby enacted a new section 17.22 to Chapter 17 of the Berthoud Municipal Code to read as follows:

17.22 Use of Parks, Open Space, and Rights of Way

17.22-1 Hours of use for Parks, Outdoor Recreational Areas and Open Space

It is unlawful for any person to use any public park, Town-owned outdoor recreational facility, Town-owned open space, or adjacent parking lots between dusk to dawn daily unless different hours are otherwise established and posted on the premises by the Town.

17.22-2 Use of Trails and Sidewalks

The provisions of this code shall not prohibit any person from walking on any sidewalk, or trail, or through parks between dusk to dawn. Bicycles and other human-powered vehicles shall not be permitted on trails between dusk to dawn unless the vehicle is equipped with and actively using a headlamp.

17.22-3 Reserved

17.22-4 Hours of use for Parks and Recreational Areas—Evidence of Violation

The use or occupancy of public parks, Town-owned recreational facilities, or Town-owned open space between dusk to dawn without having first obtained a permit in accordance with Section 17.22-5 of the Berthoud Municipal Code shall be prima facie evidence of a violation of this chapter and a summons into the Berthoud Municipal Court may be issued.

17.22-5 Parks and Recreational Areas—Permit Required

To grant exclusive use of a public park, open space, recreational areas, rights of way, a permit must be obtained from the Town of Berthoud. Issuance of any such permit shall be at the discretion of the Town Administrator or their designee in accordance with Town Policy.

Section 2. This Ordinance is promulgated for the health, safety and welfare of the public.

Section 3. Effective Date: The provisions of this Ordinance shall take effect thirty days after publication as required by law.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
IN FULL on this 22nd day of November, 2022.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk

NORTON & SMITH, P.C.

Charles E. Norton
Erin M. Smith

Attorneys at Law
600 17th Street, Suite 2150S
Denver, Colorado 80202-1555
Telephone (303) 292-6400
Facsimile (303) 292-6401

Alicia M. Garcia

Of Counsel
The Phillips Law Office, LLC

TO: Mayor Karspeck and Town of Berthoud Board of Trustees
CC: Chris Kirk, Town Administrator
FROM: Erin M. Smith, Town Attorney
DATE: November 15, 2022
ITEM: Ordinance Authorizing Newell Farm Purchase for Park Purposes

Dear Mayor Karspeck and Trustees,

Description of Matter

As final step relating to the Newell Farms property purchase, the Board will consider ordinance No. 1312. Pursuant to state law, purchase of property for park purposes is to be done by ordinance.

Board Action:

The Board may, upon a motion made and seconded, approve the Ordinance.

ORDINANCE NO. 1312

AN ORDINANCE OF THE TOWN OF BERTHOUD, COLORADO, AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 236 E STATE HIGHWAY 56, BERTHOUD, COLORADO

WHEREAS, the Town of Berthoud ("Town") is a municipal corporation possessing all powers granted to statutory towns by Title 31 of the Colorado Revised Statutes; and

WHEREAS, pursuant to Sections 31-25-202 and 31-25-302, C.R.S, the Town desires to acquire the property located at 236 E. State Highway 56, Berthoud, Colorado, more specifically described in Exhibit A (the "Property") a portion of which, Parcel 1, is subject to a life estate reserved to sellers and Parcels 1, 2 and 3 are subject to a reservation of mineral rights; and

WHEREAS, pursuant to the certain Contract to Buy and Sell Real Estate executed on August 16, 2022 between the Town and Sarah Lincoln and Daren W. Hause (the "Contract"), at closing the Property shall be made subject to a restrictive covenant agreement as described in the Contract; and

WHEREAS, under the terms and conditions of such restrictive covenant agreement the Property may only be used for public recreational and park purposes including but not limited to the following uses: park, recreation center, community center, library, performing arts venue, senior center, playground, amphitheater, athletic field and other turf grass area, track and field area, tennis courts, basketball courts, water features, community gardens, community events, farmer's market, fairs, art shows, jobs fairs, youth events, cultural events, kiosks, public pool, skate park, public golf course/putting green, picnic areas, bicycle paths, benches, interpretive signs, and walking paths.

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

Section 1. The Board of Trustees authorizes the purchase of the Property located at 236 E. State Highway 56, Berthoud, Colorado and described on Exhibit A subject to the rights of termination contained in the Contract.

Section 2. The purchase price as set forth in the Contract is \$1,390,000.000.

Section 3. The manner of payment for the purchase will be a cash sale at closing.

Section 4. Town Administrator Chris Kirk is hereby authorized to execute and deliver such instruments affecting title of the Property in connection with the purchase of the Property for the Town in accordance with the terms and conditions of the Contract, as it may be amended or extended from time to time, and any actions previously taken are hereby ratified and confirmed.

Section 5. Should any section, clause, or provision of this Ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the balance of this Ordinance.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED
PUBLISHED IN FULL on this ____ day of _____, 2022.

TOWN OF BERTHOUD

By: _____
William Karspeck, Mayor

ATTEST:

By: _____
Christian Samora, Town Clerk

EXHIBIT A

Legal Descriptions

PARCEL 1:

LOT A of Recorded Exemption No. 1061-19-2-RE 1472, as per the map recorded February 8, 1993 in Book 1369 at Reception No. 2321003, being part of the Northwest 1/4 of Section 19, Township 4 North, Range 68 West of the 6th P.M.

County of Weld, State of Colorado

(Weld County Parcel Number: 106119000058)

PARCEL 2:

A portion of LOT "B" Recorded Exemption No. 1061-19-2-RE 1472 in the Northwest 1/4 of Section 19, Township 4 North, Range 68 West of the 6th P.M. as follows:

A strip of land 100.00 feet in width located in the NW ¼ of Section 19, Township 4 North, Range 68 West of the 6th P.M. extending from the Southerly right-of-way line of Colorado State Highway No. 56 as described in said Book 1609 at Page 496, Southerly to the South line extended Easterly of Lot A, Recorded Exemption No. 1061-19-2-RE 1472, said strip of land being 100.00 feet on the East side of the following described line: Beginning at the Northeast corner of said Lot A, thence S 00° 24' 06" E, 544.97 feet along the East line of said Lot A to the Southeast corner of said Lot A and the True Point of Beginning.

Count of Weld, State of Colorado.

(Weld County Parcel Number: 106119200072)

PARCEL 3:

LOT 2,
GREEN ACRES MINOR SUBDIVISION,
Town of Berthoud,
County of Weld,
State of Colorado.

Also known by street and number as: 0 HWY 56, Berthoud, CO 80513

(Weld County Parcel Number: 106119201002)



BOARD OF TRUSTEES INFORMATION

COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	November 22, 2022
Agenda Title/Subject:	Introduction Building/Energy Code Adoption
Type of Item:	Regular Item
Purpose:	Adoption of Updated Codes with Amendments
Presented by:	Curt Freese, Com. Dev. Director

ATTACHMENTS:

- Ordinance #1313 adopting new standards
- Appendix A, Proposed Amendments redlined

BACKGROUND:

In 2019, Berthoud adopted the newest building, electrical, and energy codes with amendments, as well as a number of previously unadopted codes (Plumbing, Gray Water, Mechanical, and Pool and Spa codes. This included the new EV charging station requirements for all multi-family and commercial buildings. During the last adoption, Community Development Staff committed to regular updates, so the Town is generally always operating under the most current code requirements. Since these codes are produced by the International Code Council with updates every three years (although some of the codes update on different years), Staff is bringing forward these updates to keep current with the commitment.

Town Staff, and our building inspection contractor Procode, went through each update, and is suggesting revisions (see redlined text in Appendix A), based on expertise, but also from contacting the few surrounding communities which have adopted these newest code cycles. Staff believes the new amendments will make for more sustainable and efficient buildings and thus benefit not only the occupants of new buildings, but the community as a whole.

FISCAL IMPACT AND FUND SOURCE: N/A

COMMUNITY TOUCHSTONES: Sustainability, Resiliency

RECOMMENDED ACTION(S): Recommend the Board schedule the Public Hearing on the Dec. 13, 2022, meeting for adoption of Ordinance 1313.

TOWN OF BERTHOUD

ORDINANCE NO. 1313

AN ORDINANCE AMENDING CHAPTER 11, OF THE MUNICIPAL CODE OF THE TOWN OF BERTHOUD, FOR THE PURPOSES OF ADOPTING THE 2021 INTERNATIONAL BUILDING CODE BY REFERENCE WITH AMENDMENTS, THE 2021 INTERNATIONAL RESIDENTIAL CODE BY REFERENCE WITH AMENDMENTS, THE 2021 EXISTING BUILDING CODE BY REFERENCE WITH AMENDMENTS, THE 2021 ENERGY CODE BY REFERENCE WITH AMENDMENTS, THE 2020 NATIONAL ELECTRICAL CODE BY REFERENCE WITH ELECTRIC VEHICLE AMENDMENTS, THE 2021 INTERNATIONAL PLUMBING CODE BY REFERENCE WITH AMENDMENTS, THE 2021 INTERNATIONAL MECHANICAL CODE BY REFERENCE WITH AMENDMENTS, THE 2021 INTERNATIONAL FUEL GAS CODE BY REFERENCE WITH AMENDMENTS, GRAYWATER SYSTEMS CONTROL REGULATION 86 BY REFERENCE WITH AMENDMENTS, THE 2021 INTERNATIONAL MECHANICAL CODE BY REFERENCE WITH AMENDMENTS, AND THE 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE BY REFERENCE WITH AMENDMENTS.

WHEREAS, it is deemed to be in the interest of the public health, safety and general welfare to adopt the 2021 International Building Code by reference with amendments, the 2021 International Residential Code by reference with amendments, the 2021 Existing Building Code by reference with amendments, the 2021 Energy Code by reference with amendments, the 2020 National Electrical Code by reference with Electric Vehicle Amendments, the 2021 International Plumbing Code by reference with amendments, the 2021 International Mechanical Code by reference with amendments, the 2021 International Fuel Gas Code by reference with amendments, the Graywater Systems Control Regulation 86 by reference with amendments, the 2021 International Mechanical Code by reference with amendments, and the 2021 International Swimming Pool and Spa Code by reference, with certain amendments tailored to accommodate particular circumstances and requirements of the Town; and

WHEREAS, Town staff has conducted an outreach program, working with the regulated construction industry and building professionals in the development of these provisions; and

WHEREAS, the Board of Trustees, after proper notice, has held a public hearing on this Ordinance providing for the adoption of said codes pursuant to C.R.S. § 31-16-203; and

WHEREAS, the 2021 International Residential Code by reference with amendments, the 2021 Existing Building Code by reference with amendments, the 2021 Energy Code by reference with amendments, the 2020 National Electrical Code by reference with Electric Vehicle Amendments, the 2021 International Plumbing Code by reference with amendments, the 2021 International Mechanical Code by reference with amendments, the 2021 International Fuel Gas Code by reference with amendments, the Graywater Control Regulation 86 by reference with amendments, and the 2021 International Swimming Pool and Spa Code by reference with amendments thereto have been submitted to the Board of Trustees in writing and the Board of Trustees has determined that such codes and amendments thereto should be adopted as herein set forth.

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

Section 1. Codes Adopted by Reference.

Pursuant to parts 1 and 2 of article 16 of title 31, C.R.S., there are hereby adopted by reference: The International Building Code, 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 as amended hereby (“IBC”); The International Residential Code, 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 as amended hereby (“IRC”); The International Existing Building Code, 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 as amended hereby; The International Energy Code, 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 as amended hereby; The National Electrical Code, 2020 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 as amended hereby (“NEC”); The International Plumbing Code, 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 as amended hereby; The International Mechanical Code, 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 as amended hereby; The International Fuel Gas Code, 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 as amended hereby (“IFGC”); the Colorado Department of Public Health and Environment, Water Quality Control Division Graywater Control Regulation 86 (5CCR 1002-86) as amended hereby; and the 2021 International Swimming Pool and Spa Code Mechanical Code 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 as amended hereby, provided that any penalty provisions are expressly not amended. The subject matter of the codes adopted herein relate primarily to the conditions and maintenance of all property, buildings, and structures within the Town. The purpose of this Ordinance and the codes adopted herein is to provide consistent regulations for all property, buildings, and structures within the Town. Three (3) copies of the codes adopted herein are now filed in the office of the Clerk of the Town of Berthoud, Colorado, and may be inspected during regular business hours.

Section 2. That Sections 11.1, 11.2, 11.3, 11.4, 11.5, 11.10, 11.16, 11.17, 11.18, and 11.19 of the Berthoud Municipal Code are hereby repealed, and the 2021 International Building Code by reference with amendments, the 2021 International Residential Code by reference with amendments, the 2021 Existing Building Code by reference with amendments, the 2021 Energy Code by reference with amendments, the 2020 National Electrical Code by reference with Electric Vehicle Amendments, the 2021 International Plumbing Code by reference with amendments, the 2021 International Mechanical Code by reference with amendments, the 2021 International Fuel Gas Code by reference with amendments, the Graywater Systems Control Regulation 86 by reference with amendments, and the 2021 International Swimming Pool and Spa Code by reference with amendments as set forth in Appendix A are adopted.

Section 3. If any section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby

declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. The repeal or modification of any provision of the Municipal Code of the Town of Berthoud by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. This Ordinance is necessary for health, safety and welfare of the residents of the Town of Berthoud.

Section 7. The Provisions of this Ordinance shall take effect thirty days after publication as required by law, and shall apply to all lighting plans, development, and construction permitted after such date.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this _____ day of _____ 2022.

William Karspeck, Mayor

Christian Samora, Town Clerk

APPENDIX A: Chapter 11 — Building Regulations of the Municipal Code to adopt

The International Building Code, 2021 Edition

The International Residential Code, 2021 Edition

The International Existing Building Code 2021 Edition

The National Electrical Code, 2020 Edition(or State Adopted Version) – Added Electric Vehicle

Requirements The International Fuel Gas Code, 2021 Edition

The International Plumbing Code, 2021 Edition

Gray Water Systems, Adopting Control Regulation 86

The International Mechanical Code, 2021 Edition

The International Swimming Pool and Spa Code, 2021 Edition

The International Energy Code, 2021 Edition , with

Amendments

Chapter 11.1 International Building Code

The International Building Code. 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Chapters 1 through 33 inclusive and Appendix Chapter I, is hereby adopted by reference as the Town of Berthoud Building Code as if fully set out in this ordinance with the additions deletions insertions and changes as follows:

IBC Section 101.1 (Title) is amended by the addition of the term “Town of Berthoud” where indicated.

IBC Section 101.4.3 (Plumbing) is amended by the deletion of the last sentence.

IBC Section 101.4.5 (Fire prevention) is amended by replacing “International Fire Code” with “adopted fire code”.

IBC Section 101.4.6 (Energy) is amended by replacing the words “International Energy Conservation Code” with “ 2021 International Energy Conservation Code”.

IBC Section 105.1 (Required) is amended by replacing the words “building official” with ‘Town”.

IBC Section 105.2 (Work exempt from permit) is amended by:

Building Exception #1 is deleted in its entirety and replaced with “One-Story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet and the roof height does not exceed 10 feet above grade measured from a point directly outside the exterior walls of the structure.”

Building Exception #14 is added to read “Shingle repair or replacement work not exceeding one hundred (100) square feet in area of covering per building.

IBC Section 105.5 (Expiration) is amended by the deletion of this section in its entirety and replaced with the following:

“Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount of the original permit fee, exclusive of any taxes or other fees already accessed, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.”

IBC Section 109.4 (Work commencing before permit issuance) is amended by the deletion of this section in its entirety and replaced with the following:

“Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to an investigation fee established by the town. The amount of the investigation fee may be in the amount up to the amount of the permit fee that would normally be accessed for the specific type of construction activity, with any such investigation fee being in addition to all other required permit fees. The investigation fee shall be collected whether or not a permit is then subsequently issued.

Section 109.6 (Refunds) is amended by the deletion of this section in its entirety and replaced with the following:

“The town may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The town may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The town may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The town shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.”

IBC Section 111.3 (Temporary occupancy) is amended by deleting the words “building official” in the first and second sentence and replacing it with ‘Town’.

IBC Section 113.1 (General) is amended by the deletion of the last two sentences and replaced with the following:

“The members of the Board of Appeals shall be comprised of the members of the Town Board of Trustees.”

IBC Section 113.3 (Qualifications) is amended by the deletion of this section in its entirety.

IBC Section 114.2 (Notice of Violation) is amended by the addition of “Notice of Violations shall be delivered in accordance with section 107 of the IPMC” after the last paragraph.

IBC Section 202 (Definitions) is amended by addition of the following:

“Sleeping Room” (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1208 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

IBC Section 915.2.1 (Dwelling units) is amended by the deletion of the first sentence and replaced with the following:

“Carbon monoxide detection shall be installed in dwelling units within 15 feet of each separate sleeping area and on every level.”

IBM Section 1015.2 (Where required) is amended by the addition of a second paragraph inserted before the exceptions as follows:

“All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914.4 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier.

IBC Section 1020.1 (Table 1020.1 Corridor Fire-Resistance Rating) is amended to replace the corridor rating for R Occupancies with a sprinkler system from 0.5 to 1- Hour fire rating.

IBC Section 1031.3.1 (Minimum size) is amended by the deletion of the exception.

IBC Section 1301.1.1 (Criteria) is amended by replacing “International Energy Conservation Code” with the “2021 International Energy Conservation Code”.

IBC Section 1609.3 (Basic Design Wind Speed) is amended to read as follows The basic design wind speed, V, in mph, for the determination of site wind loads shall comply with the Colorado Front Range Gust Map – ASCE 7-10 Compatible, published by the Structural Engineers Association of Colorado (dated November 18, 2013) or the Larimer County Basic Design Wind Speed Map

IBC Section 1612.3 (Establishment of flood hazard areas) is amended by the insertion of “Town of Berthoud” where indicated in [Name of Jurisdiction] and the date of the latest flood insurance study for the Town of Berthoud, where indicated in [Date of Issuance].

“Violation of the provisions of this code, as adopted in this ordinance, may be punished in accordance with Section 20.2 of the Berthoud municipal code in addition to any relief at equity to prevent continuing violation”

Chapter 11.1 International Residential Code

The International Residential Code. 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 43 inclusive and Appendix Chapters F, H, and T hereby adopted by reference as the Town of Berthoud Residential Building Code as if fully set out in this ordinance with the additions deletions insertions and changes as follows.

IRC Section R101.1 (Title) is amended by the addition of the term “Town of Berthoud” where indicated.

IRC Section R105.1 (Required) is amended by replacing the words “building official” with ‘Town’.

IRC Section R105.2 (Work Exempt from Permit) is amended by:

Building Exception #1 is deleted in its entirety and replaced with “One-Story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet and the roof height does not exceed 10 feet above grade measured from a point directly outside the exterior walls of the structure.”

Building Exception #10 is deleted in its entirety and replaced with: “Shingle repair or replacement work not exceeding one hundred (100) square feet in area of covering per building.

IRC Section 105.5 (Expiration) is amended by the deletion of this section in its entirety and replaced with the following:

“Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.”

IRC Section R108.5 (Refunds) is amended by the deletion of this section in its entirety and replaced with the following:

“The town may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The town may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The town may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The town shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.”

IRC Section R108.6 (Work commencing before permit issuance) is amended by the deletion of this section in its entirety and replaced with the following:

“Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to an investigation fee established by the town. The amount of the investigation fee may be in the amount up to the amount of the permit fee that would normally be assessed for the specific type of construction activity, with any such investigation fee being in addition to all other required permit fees. The investigation fee shall be collected whether or not a permit is then subsequently issued.

IRC Section R109.1.5 (Other inspections) is amended by the addition of a new subsection as follows:

IRC Section R109.1.5.2 Insulation Inspection of the structure shall be made following installation of the wall, ceiling and floor insulation and exterior windows and before wall coverings are installed.

IRC Section R110.4 (Temporary occupancy) is amended by the deletion of the words “building official” in the first and second sentence and replaced with “Town”.

IRC Section R112.1 (General) is amended by the deletion of the last three sentences and replaced with the following:

“The members of the Board of Appeals shall be comprised of the members of the Town Board of Trustees.”

IRC Section R112.3 (Qualifications) is amended by the deletion of this section in its entirety.

IRC Section R113.2 (Notice of Violation) is amended by the addition of “Notice of Violations shall be delivered in accordance with section 107 of the IPMC” after the last paragraph.

IRC Section R202 (Definitions) is amended by addition of the following:

“Sleeping Room” (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IRC Sections R304 and R305 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

IRC Table R301.2 (1) IRC Table R301.2 (1) is filled to provide the following:

Table R301.2 (1)

Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp Deg. F	Ice barrier Underlayment Required	Flood Hazard	Air Freezing Index	Mean Annual Temp
	Speed (V) ul t	Topographic effects		Weathering	Frost Line	Termite					
30psf	115- 140	Ye s	B	Severe	30 in.	Slight to Moderate	1	YES	26713	1000	43F

*Special Wind Region

IRC Section R302.13 (Fire Protection of Floors) is amended by deleting the section in its entirety.

IRC Section R303.4 (Mechanical Ventilation) is amended by replacing “5 air changes per hour” with “7 air changes per hour” and replacing the words “in accordance with section N1102.4.1.2” with “in accordance with section 402.4.1.2 of the International Energy Conservation Code 2021 Edition.

IRC Section R309.5 (Fire sprinklers) is amended by the deletion of this section in its entirety.

IRC Section R310.1 (Emergency escape and rescue opening required) is amended by adding the following after the first paragraph:

“All windows located in basements, habitable attics and sleeping rooms shall meet all the requirements of section R310.1 through R310.2.4.”

Exception #2 is amended by the deletion of the exception and its conditions.

IRC Section R310.4 (Area wells) is amended by the addition of the following;

“All windows in basements shall be an escape and rescue window, if requiring a window (area) well pursuant to the International Residential Code, it shall comply with the dimension requirements set forth in this section.”

IRC Section R310.4.2 (Ladder and steps) is amended by the addition of the following exception to read as follows:

“Exception: Only one window well ladder shall be required in an unfinished basement.”

IRC Section R312.1 (Guards required) is amended by the addition of a third paragraph as follows:

“All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier.

Exceptions:

The access side of stairways need not be protected.

Area and window wells provided for emergency escape and rescue windows may be protected with approved grates or covers that comply with Section R310.4.4 of this code.

Covers and grates may be used over stairways and other openings used exclusively for service access or for admitting light or ventilation.”

IRC Section R313 (Automatic Fire Sprinkler Systems) is amended by the deletion of this section in its entirety.

IRC Section 315.3 3 (Location) is amended by deleting the first sentence and replacing it with the following:

“Carbon monoxide detection shall be installed in dwelling units within 15 feet of each separate sleeping area and on each level.”

IRC Section R401.2 (Requirements) is amended by the addition of the following after the first paragraph:

“Foundations shall be designed, and the construction drawings stamped by a Colorado registered design professional. The foundation design must be based on an engineer’s soils report. The drawings must be noted with the engineering firm name, specific location for design and soils report number. A site certification prepared by State of Colorado registered design professional is required for setback verification on all new Group R Division 3 occupancies.”

IRC Section R405.1 (Concrete or masonry foundations) is amended with the addition of the following after the first sentence: All foundation drains shall be designed and inspected by a State of Colorado registered design professional.

IRC Chapter 11 (Energy Efficiency) is amended by the deletion of this chapter in its entirety and replaced with the 2012 International Energy Conservation Code.

IRC Section G2415.12 (Minimum burial depth) is amended by the addition of the following: All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.

IRC Section G2415.12.1 (Individual outdoor appliances) is amended by the deletion of this section in its entirety.

IRC Section G2417.4.1 (Test pressure) is amended by replacing 3 psig with 10 psig.

IRC Section P2503.5.1 (Rough plumbing) is amended by the deletion of the first sentence and replaced with “DWV systems shall be tested on completion of the rough piping installation by water or air without evidence of leakage.”

IRC Section P2603.5.1 (Sewer depth) is amended by filling in both areas where indicated to read “12 inches (305 mm)”.

IRC Section P3103.1.1 (Roof extension) is amended by replacing “6 inches” with “12 inches”.

“Violation of the provisions of this code, as adopted in this ordinance, may be punished in accordance with Section 20.2 of the Berthoud municipal code in addition to any relief at equity to prevent continuing violation”

Chapter 11.2 International Existing Building Code

The International Existing Building Code, 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 16 inclusive, is hereby adopted by reference as the Town of Berthoud Existing Building Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows.

International Existing Building Code is amended by replacing all references to “International Fire Code” with “Adopted Fire Code”.

IEBC Section 101.1 (Title) is amended by the addition of the term “Town of Berthoud” where indicated.

IEBC Section 1401.2 (Conformance) is amended by the deletion of this section in its entirety and replaced with the following: “Structures moved into or within the jurisdiction shall comply with the provision of this code for new structures.”

“Violation of the provisions of this code, as adopted in this ordinance, may be punished in accordance with Section 20.2 of the Berthoud municipal code in addition to any relief at equity to prevent continuing violation”

Chapter 11.04 International Energy Code. 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference as the Town of Berthoud with the additions, deletions, insertions and changes as follows:

1. NEC Section 202 (Definitions) is amended by addition of the followingn:

Dwelling Unit Enclosure Area: The sum of all the boundary surfaces that define the dwelling unit, including top/ceiling, bottom/floor, and the sides of all walls. This does not include interior partition walls within the dwelling unit. Wall height should be measured from the finished floor of the dwelling unit to the underside of the floor above (rather than stopping at the finished ceiling).

2. NEC Section R402.4.1.2 Testing is deleted in its entirety and replaced with the following : Single family detached buildings or dwelling units shall be tested and verified as having an air leakage rate of not exceeding three air changes per hour in Climate Zones 1 through 8, or 0.24 cubic feet per minute at 50 Pascals/square feet of dwelling unit enclosure area. Attached single family or multifamily buildings or dwelling units shall be tested and verified as having an air leakage rate of five or less air changes per hour in Climate Zones 1 through 8 or 0.30 cubic feet per minute at 50 Pascals/square feet of dwelling unit enclosure area.
3. NEC Section R403.3.5 Duct testing (Mandatory) is deleted in its entirety and replaced with the following: Ducts shall be pressure tested to determine air leakage by one of the following methods: and shall not leak more than 4 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m2) of conditioned floor area served, (4cfm/100sqft), when the air handler is installed at the time of the test. When the air handler is not installed at the time of the test, the total leakage shall be less than or equal to 3 cubic feet per minute (85 L/min) per 100 square feet (9.29 m2) of conditioned floor area; (3cfm/100sqft). Registers shall be taped or otherwise sealed during the test.

Rough-in test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the system, including the manufacturer's air handler enclosure if installed at the time of the test. All registers shall be taped or otherwise sealed during the test.

2. Postconstruction test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. Registers shall be taped or otherwise sealed during the test.

Exception:

- a. A duct air leakage test shall not be required where the ducts and air handlers are located entirely within the building thermal envelope.

- b. If the HVAC duct system is serving less than or equal to 1,200 square feet of conditioned floor area, the allowable duct leakage shall be 60 cubic feet per minute or less.

A written report of the results of the test shall be signed by the party conducting the test and provided to the *code official*.

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Section 11.5 The National Electrical Code, 2020 Edition (or State Adopted Version) as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 13 inclusive, is hereby adopted by reference as the Town of Electrical Code ("NEC") as if fully set out in this ordinance with the additions related to electrical vehicles as follows.

The installation of the Electrical Vehicle Charging Stations shall meet all requirements of the NEC as well as the following section:

Residential EV Charging Language:

Electric vehicle (EV) charging for new construction.

1. New Construction shall comply with the adopted Electrical Code and this Section. Purpose is to facilitate future installation of electric vehicle supply equipment (EVSE). When EVSE(s) is/are installed, it shall be as follows:
 - a. New one- and two-family dwellings and townhouses with attached private garages.
 - i. For each dwelling unit, install a listed raceway to accommodate a dedicated 208/240-volt branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or other enclosure in close proximity to the proposed location of an EV charger. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide capacity to install a 40-ampere minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device.
 - ii. Identification. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".
 - b. New multifamily dwellings.
 - i. Where 17 or more multifamily dwelling units are constructed on a building site, 3 percent of the total number of parking spaces provided for all types of parking facilities, but in no case less than one, shall be electric vehicle charging spaces (EV spaces) capable of supporting future EVSE. Calculations for the required number of EV spaces shall be rounded up to the nearest whole number. Note: Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging. There is no requirement for EV spaces to be constructed or available until EV chargers are installed for use.
 - c. Electric vehicle charging space (EV space) locations.

Construction documents shall indicate the location of proposed EV spaces. At least one EV space shall be located in common use areas and available for use by all residents. When EV chargers are installed, EV spaces, shall comply with at least one of the following options:

- i. The EV space shall be located adjacent to an accessible parking space meeting the requirements of the Building Code, Chapter 11, to allow use of the EV charger from the accessible parking space.
- ii. The EV space shall be located on an accessible route, as defined in the Building Code, Chapter 11, to the building.

d. Electric vehicle charging space (EV space) dimensions.

The EV spaces shall be designed to comply with the following:

- i. The minimum length of each EV space shall be 18 feet (5486 mm).
- ii. The minimum width of each EV space shall be 9 feet (2743 mm).
- iii. One in every 25 EV spaces, but not less than one, shall also have an 8-foot (2438 mm) wide minimum aisle. A 5-foot (1524 mm) wide minimum aisle shall be permitted provided the minimum width of the EV space is 12 feet (3658 mm).
- iv. Surface slope for this EV space and the aisle shall not exceed 1 unit vertical in 48 units horizontal (2.083 percent slope) in any direction.

e. Single EV space required.

- i. Install a listed raceway capable of accommodating a 208/240-volt dedicated branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or enclosure in close proximity to the proposed location of the EV spaces. Construction documents shall identify the raceway termination point. The service panel and/or subpanel shall provide capacity to install a 40-ampere minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device.

f. Multiple EV spaces required.

- i. Construction documents shall indicate the raceway termination point and proposed location of future EV spaces and EV chargers. Construction documents shall also provide information on amperage of future EVSE, raceway method(s), wiring schematics and electrical load calculations to verify that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at the full rated amperage of the EVSE. Plan design shall be based upon a 40-ampere minimum branch circuit. Raceways and related components that are planned to be installed underground, enclosed, inaccessible or in concealed areas and spaces shall be installed at the time of original construction.

g. Identification

The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE"

h. Non-Residential EV Stations

Electric vehicle (EV) charging. New Construction shall comply with the adopted Electrical Code and this Section. Purpose is to facilitate future installation of electric vehicle supply equipment (EVSE). When EVSE(s) is/are installed, it shall be as follows:

1. Single charging space requirements.

- a. When only a single charging space is required per Table 1, a raceway is required to be installed at the time of construction and shall be installed in accordance with the Electrical Code. Construction plans and specifications shall include, but are not limited to, the following:
- b. The type and location of the EVSE.
- c. A listed raceway capable of accommodating a 208/240-volt dedicated branch circuit.
- d. The raceway shall not be less than trade size 1.”
- e. The raceway shall originate at a service panel or a subpanel serving the area, and shall terminate in close proximity to the proposed location of the charging equipment and into a listed suitable cabinet, box, enclosure or equivalent.
- f. The service panel or subpanel shall have sufficient capacity to accommodate a minimum 40-ampere dedicated branch circuit for the future installation of the EVSE.

2. Multiple charging space requirements.

When multiple charging spaces are required per Table 1, raceway(s) is/are required to be installed at the time of construction and shall be installed in accordance with the Electrical Code. Construction plans and specifications shall include, but are not limited to, the following:

- a. The type and location of the EVSE.
- b. The raceway(s) shall originate at a service panel or a subpanel(s) serving the area and shall terminate in close proximity to the proposed location of the charging equipment and into listed suitable cabinet(s), box(es), enclosure(s) or equivalent.
- c. Plan design shall be based upon 40-ampere minimum branch circuits.
- d. Electrical calculations shall substantiate the design of the electrical system, to include the rating of equipment and any on-site distribution transformers and have sufficient capacity to simultaneously charge all required EVs at its full rated amperage.
- e. The service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVSE.

2. EV charging space calculation.

Table 1 shall be used to determine if single or multiple charging space requirements apply for the future installation of EVSE.

Exceptions: On a case-by-case basis where the local enforcing agency has determined EV charging and infrastructure is not feasible based upon one or more of the following conditions:

a. Where there is insufficient electrical supply.

b. Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of this Section, may adversely impact the construction cost of the project.

TABLE 1

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER REQUIRED FOR EV CHARGING SPACES
0-9	0
10-25	1
26-100	2
101-200	4
201 and over	3 percent of total*

*Calculation for spaces shall be rounded up to the nearest whole number.

“Violation of the provisions of this code, as adopted in this ordinance, may be punished in accordance with Section 20.2 of the Berthoud municipal code in addition to any relief at equity to prevent continuing violation”

Chapter 11.10 International Plumbing Code

The International Plumbing Code. 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 13 inclusive, is hereby adopted by reference as the Town of Berthoud Plumbing Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows.

IPC Section 101.1 (Title) is amended by the addition of the term “Town of Berthoud” where indicated.

IPC Section 305.4.1 (Sewer depth) is amended by filling in both areas where indicated to read “12 inches (305 mm)”.

IPC Section 312.3 (Drainage and vent air test) is amended by the deletion of the first sentence.

IPC Section 903.1.1 (Roof extension) is amended by inserting the number “12” (152.4 mm) where indicated in the second sentence.

“Violation of the provisions of this code, as adopted in this ordinance, may be punished in accordance with Section 20.2 of the Berthoud municipal code in addition to any relief at equity to prevent continuing violation”

Chapter 11.16 International Mechanical Code

The International Mechanical Code. 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 15 inclusive, is hereby adopted by reference as the Town of Berthoud Mechanical Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows.

IMC Section 101.1 (Title) is amended by the addition of the term “Town of Berthoud” where indicated.

“Violation of the provisions of this code, as adopted in this ordinance, may be punished in accordance with Section 20.2 of the Berthoud municipal code in addition to any relief at equity to prevent continuing violation”

Chapter 11.17 International Fuel Gas Code

The International Fuel Gas Code. 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 , Chapters 1 through 8 inclusive, is hereby adopted by reference as the Town of Berthoud Fuel Gas Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows.

IFGC Section 101.1 (Title) is amended by the addition of the term “Town of Berthoud” where indicated.

IFGC Section 404.12 (Minimum burial depth) is amended by the addition of the following: All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.

IFGC Section 404.12.1 (Individual outside appliances) is amended by the deletion of this section in its entirety.

IFGC Section 406.4.1 (Test pressure) is amended by replacing 3 psig with 10 psig.

“Violation of the provisions of this code, as adopted in this ordinance, may be punished in accordance with Section 20.2 of the Berthoud municipal code in addition to any relief at equity to prevent continuing violation”

Chapter 11.18 Graywater Systems – Control Regulation 86

Colorado Department of Public Health and Environment, Water Quality Control Division Regulation 86 (5 CCR 1002)-is hereby adopted by reference as the Town of Berthoud Graywater Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows.

Requirement. Graywater systems shall comply with the minimum requirements of Colorado State Regulation 86, as well as any and all other applicable state and local requirements.

The Town of Berthoud is the local agency responsible for oversight and implementation of all graywater regulatory activities in the Town limits of Berthoud as required by Colorado State Regulation 86.

The Town of Berthoud’s graywater control program meeting the requirements of Colorado State Regulation 86 is as follows:

The Town of Berthoud shall determine any graywater system fee structure, maintain a record of the locations where graywater systems are installed, and review and approve design criteria for any system consistent with Colorado State Regulation 86. Graywater systems are only allowed in new homes where plumbing systems have been designed for the graywater system.

Upon issuance of a certificate of occupancy and the sale of a new home, the legal responsibility including operation and maintenance of approved graywater recycling systems transfers similar to other residential household appliances to the homeowner. The transfer of property ownership must include the transfer of records and operating manuals related to the graywater system and is accomplished by paper or electronic records transferring with a graywater system.

Appropriate graywater space allocation is required for graywater systems and system location must be identified on permit drawings. These drawings should indicate all plumbing connections to ensure compliance with local code requirements. Graywater system specifications are to be included with permit drawings. In the process of inspecting for the certificate of occupancy, if an inspection is adequately conducted and the inspector is knowledgeable of the NSF 350 Standards, Colorado State Regulation 86, and the applicable plumbing code, the final inspection is used to verify that a graywater system meets regulatory requirements.

“Violation of the provisions of this code, as adopted in this ordinance, may be punished in accordance with Section 20.2 of the Berthoud municipal code in addition to any relief at equity to prevent continuing violation”

Chapter 11.19 International Swimming Pool and Spa Code

The International Swimming Pool and Spa Code. 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 11 inclusive, is hereby adopted by reference as the Town of Berthoud Swimming Pool and Spa Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows.

“Violation of the provisions of this code, as adopted in this ordinance, may be punished in accordance with Section 20.2 of the Berthoud municipal code in addition to any relief at equity to prevent continuing violation”



BOARD OF TRUSTEES INFORMATION

ADMINISTRATION DEPARTMENT

Meeting Date:	November 22, 2022
Agenda Title/Subject:	Draft budget for 2023
Type of Item:	Presentation
Purpose:	To present updated draft budget for 2023
Presented by:	Chris Kirk

ATTACHMENTS:

- 2023 draft budget spreadsheet
- 2022 estimate update summary

BACKGROUND: On November 8th, the Town Administrator presented the updated draft of the 2023 Budget. The draft budget presentation prepared for November 22 includes 4 minor changes to the 2023 Budget that was presented on November 8th. Additionally, the 2022 estimates were updated to reflect changes in revenue and expense projections. The presentation will identify the changes to the 2023 budget; it will explain how the updates in the 2022 estimates effect the fund balances; and will include answers to the Trustee questions submitted to the Town Administrator over the past 2 weeks.

UPDATE/NEXT STEPS: Staff will prepare the final budget and the resolutions required to adopt the budget. Staff will request adoption of the 2023 Annual Budget on December 13th.

FISCAL IMPACT AND FUND SOURCE: All funds, revenues, and expenditures are reviewed for this project.

COMMUNITY TOUCHSTONES: Sustainability and Resiliency are most pertinent to this project.

RECOMMENDED ACTION(S): There is no official action taken at this time.

[illegible]

GENERAL FUND REVENUES													
11-00													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		Taxes											
4101	0	General property	587,983	1,270,679	1,338,217	1,447,664	1,415,000	1,415,000	1,600,000	1,680,000	1,764,000	1,852,200	1,944,810
4102	0	Specific Ownership	145,118	244,739	344,269	374,142	300,000	440,000	400,000	420,000	441,000	463,050	486,203
4103	0	General Sales Tax	1,590,700	2,476,669	3,240,145	4,399,494	3,000,000	3,700,000	3,600,000	3,780,000	3,969,000	4,167,450	4,375,823
4103	1	Building Permit Use Tax	1,306,926	1,044,397	1,485,396	2,210,809	974,750	1,100,000	835,500	696,250	696,250	974,750	974,750
4103	2	Colorado Excise Tax	4,069	45,991	91,585	127,457	75,000	100,000	100,000	105,000	110,250	115,763	121,551
4104	0	Cigarette	6,601	7,111	10,782	15,914	8,000	9,000	10,000	10,500	11,025	11,576	12,155
4105	0	Franchise Taxes	113,939	92,096	100,443	110,342	90,000	90,000	90,000	94,500	99,225	104,186	109,396
4106	0	Severance Tax	26,878	53,577	39,871	14,925	15,000	92,900	70,000	73,500	77,175	81,034	85,085
4107	0	General property (police)	287,448	602,512	773,835	651,221	640,000	640,000	770,000	808,500	848,925	891,371	935,940
4108	0	Occupation Tax	9,075	8,700	10,622	10,900	10,000	10,000	10,000	10,500	11,025	11,576	12,155
4109	0	Lodging Tax	3,564	3,418	723	255	-	300	100	105	110	116	122
4100		Total Taxes	4,082,301	5,849,889	7,435,888	9,363,123	6,527,750	7,597,200	7,485,600	7,678,855	8,027,985	8,673,072	9,057,988
		Licenses & Permits											
4201	0	Permits & Liquor Licenses	107,939	104,541	92,447	77,085	70,000	100,000	100,000	105,000	110,250	115,763	121,551
4201	1	Drug Education MMJ transaction fee \$1	43,118	38,818	31,407	23,848	16,000	17,000	17,000	17,850	18,743	19,680	20,664
4202	0	Animal Licenses	1,325	1,460	930	1,240	1,000	3,200	2,000	2,100	2,205	2,315	2,431
4203	0	Passports	55,205	57,363	13,207	21,926	20,000	70,000	70,000	73,500	77,175	81,034	85,085
4206	0	Farm Leases	45,950	56,224	38,275	36,780	-	33,500	30,000	31,500	33,075	34,729	36,465
4207	0	Rental Property	2,000	2,000	2,000	16,000	24,000	24,000	24,000	-	-	-	-
4208	0	Records Requests	665	1,076	805	1,315	1,000	1,000	1,000	1,050	1,103	1,158	1,216
4200		Total Licenses & Permits	256,202	261,482	179,071	178,194	132,000	248,700	244,000	231,000	242,550	254,678	267,411
		Intergovernmental Revenue											
4265	0	CRVF Coronavirus Relief Funds (DOLA)	-	-	320,525	164,812	-	-	-				
4265	1	DOLA-Non Entitlement Units	-	-	-	1,142,887	1,142,800	1,142,800	-	-	-	-	-
4303	0	Highway User Tax Fund	310,529	327,976	266,733	351,181	280,000	280,000	280,000	294,000	308,700	324,135	340,342
4304	0	Road & Bridge	50,119	131,671	157,920	77,750	120,000	100,000	100,000	105,000	110,250	115,763	121,551
4305	0	Utility Road Cut Permit	2,385	3,165	7,710	10,103	5,000	26,000	5,000	5,250	5,513	5,788	6,078
4307	2	DOLA Grant for CR 7 project	-	-	400,000	-	-	-	-	-	-	-	-
4307	3	State of Colorado-Grant				42,898	-	-	-	-	-	-	-
4307	5	CDOT Grant for Parklets				43,556	-	-	-	-	-	-	-
4307	6	Grant-Misc				21,500	-	20,000	-	-	-	-	-
4311	0	GOCO Grant for Roberts Dock	-	-	18,750	-	-	-	-	-	-	-	-
4314	0	CDOT Snow Removal	6,084	6,084	6,084	6,084	6,084	6,084	6,084	6,084	6,084	6,084	6,084
4316	0	DOLA Grant for Berthoud Market Analysis	-	-	-	7,679	-	-	-	-	-	-	-
4300		Total Intergovernmental	369,117	468,896	1,177,722	1,868,450	1,553,884	1,574,884	391,084	410,334	430,547	451,770	474,054
		Charges For Services											
4401	0	Recreation (see page 4)	132,522	115,539	64,932	140,567	168,230	141,620	155,855	163,648	171,830	180,422	189,443
4402	0	Swimming Pool Fees (see page 4)	51,158	43,573	13,912	(236)	-	-	-	-	-	-	-
4404	0	Park Fees (see page 4)	11,903	8,441	2,326	4,927	4,550	9,600	7,700	8,085	8,489	8,914	9,359
4400		Total Charges for Services	195,583	167,553	81,170	145,258	172,780	151,220	163,555	171,733	180,319	189,335	198,802

GENERAL FUND REVENUES CONT'													
11-00													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		Fines											
4500	0	Fines & Forfeitures	15,261	21,166	17,705	7,866	10,000	5,500	5,000	5,250	5,513	5,788	6,078
4501	0	Court Fees	6,805	6,225	3,586	7,230	5,000	14,000	10,000	10,500	11,025	11,576	12,155
4502	0	Surcharges	2,501	3,025	2,615	930	1,000	600	500	525	551	579	608
4500		Total Fines & Forfeits	24,567	30,416	23,906	16,026	16,000	20,100	15,500	16,275	17,089	17,943	18,840
		Interest & Fees											
4601	0	Interest	31,252	111,430	68,900	85,789	40,000	140,000	80,000	84,000	88,200	92,610	97,241
4603	0	Municipal Fees	333,560	374,800	411,125	467,576	420,000	520,000	520,000	546,000	573,300	601,965	632,063
4600		Total Interest & Fees	364,812	486,230	480,025	553,365	460,000	660,000	600,000	630,000	661,500	694,575	729,304
		Building Department											
4620	0	Building and Planning Fees	1,189,761	1,073,047	1,575,671	2,203,838	1,120,000	1,400,000	960,000	800,000	800,000	1,120,000	1,120,000
4600		Total Building Department	1,189,761	1,073,047	1,575,671	2,203,838	1,120,000	1,400,000	960,000	800,000	800,000	1,120,000	1,120,000
		Planning Department											
4651	0	Application Fees	21,100	22,468	11,650	19,578	5,000	36,000	5,000	5,250	5,513	5,788	6,078
4653	0	Electric Charging Vehicle Fees	-	-	-	-	-	2,700	3,000	3,150	3,308	3,473	3,647
4654	0	Development Review Fees	9,717	(23,995)	27,674	5,092	-	-	-	-	-	-	-
4655	0	Sign Deposit	-	-	-	900	-	-	-	-	-	-	-
4600		Total Planning Department	30,817	(1,527)	39,324	25,570	5,000	38,700	8,000	8,400	8,820	9,261	9,724
		Transfers											
4701	0	Water	140,000	140,000	140,000	214,430	210,000	210,000	220,500	231,525	243,101	255,256	268,019
4702	0	Wastewater	140,000	140,000	140,000	107,215	100,000	100,000	105,000	110,250	115,763	121,551	127,628
4705	0	Road Impact Fees	40,031	28,063	36,610	51,892	23,699	35,000	20,313	16,928	16,928	23,699	23,699
4709	0	BATS	5,000	5,000	5,000	-	-	-	-	-	-	-	-
4711	0	Storm Water	10,000	10,000	12,000	10,516	10,000	10,000	10,500	11,025	11,576	12,155	12,763
4700		Total Transfers	335,031	323,063	333,610	384,053	343,699	355,000	356,313	369,728	387,368	412,661	432,109
		Miscellaneous Revenues											
4209	0	Restitution	-	-	-	175	-	-	-	-	-	-	-
4310	0	Loss Control Rebate/Insurance Claims	17,102	5,607	96,840	45,395	-	13,000	-	-	-	-	-
4607	0	Donations	-	-	-	57,672	-	-	-	-	-	-	-
4901	0	Sale of Equipment	12,154	-	5,062	23,161	-	2,450	-	-	-	-	-
		Total Miscellaneous Revenues	29,256	5,607	101,902	126,403	-	15,450	-	-	-	-	-
		Miscellaneous Revenues											
4610	0	Oil and Gas	483,790	21	20	22	-	41,500	-	-	-	-	-
		Total Miscellaneous Revenues	483,790	21	20	22	-	41,500	-	-	-	-	-

GENERAL FUND REVENUES (CHARGES FOR SERVICES)													
11-04													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		RECREATION											
4450	1	Tennis	6,818	5,473	777	5,411	7,700	6,420	7,700	8,085	8,489	8,914	9,359
4450	2	Active Net Credit	-	-	-	(13,682)	-	-	-	-	-	-	-
4450	3	British Soccer	240	180	-	390	450	675	675	709	744	781	820
4450	5	Concession Stand Receipts	3,352	943	-	678	680	-	680	714	750	787	827
4450	8	Flag Football	9,440	7,571	5,954	12,938	14,900	18,000	17,000	17,850	18,743	19,680	20,664
4450	9	Track Fees	3,196	3,008	(60)	4,058	3,900	3,400	3,900	4,095	4,300	4,515	4,740
4450	11	Adult Basketball	1,747	1,302	857	(15)	-	-	-	-	-	-	-
4450	12	Youth Basketball	8,636	9,516	1,660	3,247	-	-	-	-	-	-	-
4450	21	Adult Softball	4,006	1,087	245	-	4,800	325	4,800	5,040	5,292	5,557	5,834
4450	22	Youth Baseball	18,597	11,307	6,459	20,274	22,000	24,000	23,000	24,150	25,358	26,625	27,957
4450	23	Youth Softball	-	9,241	9,088	10,199	19,500	15,200	15,000	15,750	16,538	17,364	18,233
4450	31	Adult Volleyball	4,165	5,316	807	2,705	-	-	-	-	-	-	-
4450	32	Youth Volleyball	4,096	2,331	1,355	2,003	-	-	-	-	-	-	-
4450	34	Youth Sponsorships	15,350	11,717	7,283	27,915	15,400	4,400	12,000	12,600	13,230	13,892	14,586
4450	35	Field Fees	6,442	4,556	4,593	8,480	4,000	4,000	4,000	4,200	4,410	4,631	4,862
4450	37	School District Fees	478	-	-	-	-	-	-	-	-	-	-
4450	45	Adult Kickball	3,926	2,570	1,061	3,051	4,000	3,000	4,000	4,200	4,410	4,631	4,862
4450	50	Soccer	25,169	25,631	21,124	36,314	39,000	40,000	39,000	40,950	42,998	45,147	47,405
4450	51	Sport Camps	2,818	4,840	404	14,102	22,800	15,900	15,000	15,750	16,538	17,364	18,233
4450	52	Tournaments	6,964	-	149	468	-	-	-	-	-	-	-
4450	55	Additional Programs Fees	7,082	8,950	3,176	2,031	9,100	6,300	9,100	9,555	10,033	10,534	11,061
4450		Total Recreation Revenue	132,522	115,539	64,932	140,567	168,230	141,620	155,855	163,648	171,830	180,422	189,443
11-05													
		SWIMMING POOL											
4451	0	Lessons	12,884	12,251	12,973	(236)	-	-	-	-	-	-	-
4463	0	Daily Admissions	21,302	11,988	351	-	-	-	-	-	-	-	-
4464	0	Season Passes	3,078	9,151	-	-	-	-	-	-	-	-	-
4466	0	Pool Rental	2,545	2,477	-	-	-	-	-	-	-	-	-
4467	0	Swim Team	5,588	2,789	588	-	-	-	-	-	-	-	-
4469	0	Concessions	5,761	4,917	-	-	-	-	-	-	-	-	-
4460		Total Swimming Pool Revenue	51,158	43,573	13,912	(236)	-	-	-	-	-	-	-
11-07													
		PARKS											
4468	0	Shooting Range	-	-	-	340	100	200	200	210	221	232	243
4469	0	Park Reservations	10,403	6,749	2,286	4,357	4,200	8,400	7,000	7,350	7,718	8,103	8,509
4470	0	Banners	1,500	1,692	40	230	250	1,000	500	525	551	579	608
		Total Parks Revenue	11,903	8,441	2,326	4,927	4,550	9,600	7,700	8,085	8,489	8,914	9,359
		TOTAL GENERAL FUND OPERATING REVENUES	6,984,491	8,664,656	11,428,289	14,864,280	10,331,113	12,061,254	10,224,052	10,316,324	10,756,177	11,823,294	12,308,232
		Total Miscellaneous Revenue	483,790	21	20	22	-	41,500	-	-	-	-	-
		TOTAL GENERAL FUND REVENUES	7,468,281	8,664,677	11,428,309	14,864,302	10,331,113	12,102,754	10,224,052	10,316,324	10,756,177	11,823,294	12,308,232

GENERAL GOVERNMENT EXPENSE													
11-01			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	
5001		Salaries	462,892	528,833	655,369	827,176	1,049,780	1,049,000	1,105,056	1,160,309	1,218,324	1,279,240	1,343,202
5002		Employer Contributions	113,752	135,056	154,735	193,854	280,131	280,000	297,350	312,218	327,828	344,220	361,431
5003		Pension	11,061	22,122	28,819	37,258	51,489	51,400	55,253	58,015	60,916	63,962	67,160
5009	5	Travel-Trans-Educ-Finance	2,756	5,117	4,327	1,738	10,000	3,000	10,000	10,500	11,025	11,576	12,155
5009	12	Travel-Clerk/Deputy Clerk	9,773	3,883	2,919	3,998	10,000	5,000	10,000	10,500	11,025	11,576	12,155
5009	14	Travel-Trans-Educ-Administration	12,668	5,351	1,289	6,326	10,000	12,000	15,000	15,750	16,538	17,364	18,233
5009	41	Travel-Trans-Educ Board	3,967	10,174	6,754	6,055	17,500	15,000	17,500	18,375	19,294	20,258	21,271
5010		Office Supplies	35,297	34,880	39,648	47,604	45,000	50,000	50,000	52,500	55,125	57,881	60,775
5011	1	Telephone	7,002	7,242	8,543	9,447	10,000	12,000	12,000	12,600	13,230	13,892	14,586
5012	1	Utilities	27,847	26,212	27,024	29,855	30,000	30,000	30,000	31,500	33,075	34,729	36,465
5013	1	Vehicle Maintenance	50	232	712	174	1,000	1,000	1,000	1,050	1,103	1,158	1,216
5014	1	Gasoline	395	343	93	224	600	600	600	630	662	695	729
5015	1	Insurance	61,220	52,824	88,995	109,246	120,000	122,000	130,000	136,500	143,325	150,491	158,016
5017	7	Town Hall Building Maintenance	20,586	23,234	8,252	26,355	40,000	30,000	78,000	81,900	85,995	90,295	94,809
5018	4	Publications/Legal Notices	2,901	3,777	1,938	5,480	5,000	5,000	5,000	5,250	5,513	5,788	6,078
5019	4	Recording Fees	-	-	156	6	100	100	100	105	110	116	122
5020		Professional Fees (IT Services)	44,234	28,245	49,674	120,953	90,000	120,000	30,000	31,500	33,075	34,729	36,465
5021	3	Municipal Judge	14,653	12,250	9,428	4,245	18,000	18,000	18,000	18,900	19,845	20,837	21,879
5022	2	Election Judge	2,007	2,354	2,370	-	2,000	2,200	-	2,000	-	2,000	-
5023	2	Election Supplies	33,233	33,667	55,143	2,213	104,000	104,000	-	100,000	-	100,000	-
5024	2	Election Publications	315	321	-	-	5,000	5,000	-	5,000	-	5,000	-
5027	1	Codification	-	-	-	-	7,000	7,000	7,000	7,350	7,718	8,103	8,509
5028	1	Records Management	33,008	18,085	15,913	13,271	32,000	32,000	20,000	21,000	22,050	23,153	24,310
5036	1	Regional Meetings	999	1,336	3,638	399	5,000	5,000	5,000	5,250	5,513	5,788	6,078
5038	0	Administrative Expense	1,233	7,773	3,607	3,010	6,000	6,500	8,000	8,400	8,820	9,261	9,724
5038	1	Passport Expense	1,427	2,030	312	1,069	1,500	2,000	2,000	2,100	2,205	2,315	2,431
5039	1	Dues and Subscriptions	8,459	16,878	17,143	22,068	24,000	24,000	24,000	25,200	26,460	27,783	29,172
5040		Attorney	49,373	48,132	118,164	120,591	130,000	130,000	130,000	136,500	143,325	150,491	158,016
5041	3	Court Expense	860	42	180	-	5,000	2,000	5,000	5,250	5,513	5,788	6,078
5045	1	Safety Committee (CPR)	902	1,728	204	3,076	3,000	3,000	3,000	3,150	3,308	3,473	3,647
		Uniforms	-	-	-	-	-	-	4,655	4,888	5,132	5,389	5,658
5048	1	Wellness Committee	-	1,681	1,198	3,341	30,000	28,000	30,000	31,500	33,075	34,729	36,465
5050	1	Employee Recognition	-	-	7,226	(131)	12,000	12,000	12,000	12,600	13,230	13,892	14,586
5089	7	Janitorial Service & Supplies	24,107	21,223	23,110	30,436	30,000	28,000	28,000	29,400	30,870	32,414	34,034
5090	5	Auditing (1/3)	8,476	8,368	9,166	8,333	10,000	8,400	10,000	10,500	11,025	11,576	12,155
5091	1	Parking Lot Lease	100	100	100	100	100	100	100	100	100	100	100
5095	1	Computer Equipment Maintenance/Replacement	17,263	14,534	17,349	41,721	50,000	72,000	40,000	42,000	44,100	46,305	48,620
5096	1	Internet	3,212	2,841	2,691	2,365	3,000	3,000	3,000	3,150	3,308	3,473	3,647
5097	1	Webpage (redesign)	7,420	7,640	8,180	8,589	50,000	50,000	9,000	9,450	9,923	10,419	10,940
5246	4	Audio/visual Equipment	3,508	4,712	-	85	5,000	8,000	14,000	14,700	15,435	16,207	17,017
5247	1	Software (Caselle)	16,037	6,930	20,706	9,158	25,000	15,000	22,000	23,100	24,255	25,468	26,741
5247	3	Software (Caselle)-Court	1,260	1,260	1,260	1,260	1,300	1,400	1,300	1,365	1,433	1,505	1,580
5249	1	Public Outreach	53,782	64,080	64,216	35,039	50,000	50,000	-	-	-	-	-
5252	1	Community Events	-	31,105	35,062	44,053	58,000	70,000	90,000	94,500	99,225	104,186	109,396
5256	7	Clean-Up Day	-	7,802	-	3,783	5,000	4,200	5,000	5,250	5,513	5,788	6,078
5257	7	Spring/Fall Clean Up-Branches	-	-	-	2,250	2,000	2,000	2,000	2,100	2,205	2,315	2,431
5265	1	CRVF Coronavirus Relief Funds (DOLA) Related Expenses	-	-	485,440	-	-	-	-	-	-	-	-
5265	6	COVID 19 Berthoud Recovery Programs	-	-	52,825	-	1,142,800	-	2,285,775	-	-	-	-
5280	0	Transfer to Cemetery Fund	-	-	50,000	20,000	20,000	20,000	20,000	20,000	30,000	30,001	30,002
5300	1	Bank Fees	20,928	18,119	21,463	24,295	23,000	26,000	26,000	27,300	28,665	30,098	31,603
		TOTAL GENERAL GOVERNMENT	1,118,963	1,222,516	2,105,341	1,830,368	3,630,300	2,524,900	4,671,689	2,611,204	2,638,410	2,875,826	2,905,763

[illegible]

RECREATION EXPENSE CONT'													
11-04													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		<u>ADULT VOLLEYBALL</u>											
5001	31	Salaries	3,985	4,055	1,910	1,533	-	-	-	-	-	-	-
5002	31	Employer Contributions	648	932	347	262	-	-	-	-	-	-	-
5003	31	Pension	48	34	13	32	-	-	-	-	-	-	-
5020	31	Officials	875	2,029	640	1,510	-	-	-	-	-	-	-
5050	31	Equipment	160	559	291	100	-	-	-	-	-	-	-
		<u>YOUTH VOLLEYBALL</u>											
5001	32	Salaries	1,380	1,658	1,299	611	-	-	-	-	-	-	-
5002	32	Employer Contributions	341	306	252	133	-	-	-	-	-	-	-
5003	32	Pension	43	36	61	-	-	-	-	-	-	-	-
5020	32	Officials	982	450	-	80	-	-	-	-	-	-	-
5046	32	Uniforms/Shirts	818	789	461	374	-	-	-	-	-	-	-
5050	32	Equipment	417	372	155	-	-	-	-	-	-	-	-
5055	32	Clinics	1,200	-	-	-	-	-	-	-	-	-	-
		<u>ADULT KICKBALL</u>											
5001	45	Salaries	1,625	893	962	939	1,200	1,200	1,200	1,260	1,323	1,389	1,459
5002	45	Employer Contributions	234	71	154	117	120	120	120	126	132	139	146
5003	45	Pension	28	-	5	10	-	-	-	-	-	-	-
5020	45	Officials	1,856	1,000	500	1,225	1,500	1,500	2,400	2,520	2,646	2,778	2,917
5050	45	Equipment	143	365	39	-	100	100	100	105	110	116	122
		<u>SOCCER</u>											
5001	50	Salaries	10,107	9,477	9,583	9,762	6,500	6,500	6,100	6,405	6,725	7,062	7,415
5002	50	Employer Contributions	2,200	1,925	1,933	1,727	650	650	610	641	673	706	741
5003	50	Pension	289	291	362	259	-	-	-	-	-	-	-
5020	50	Officials	4,092	2,735	1,577	3,262	4,100	4,100	6,200	6,510	6,836	7,177	7,536
5046	50	Uniforms/Shirts	5,490	6,186	2,841	7,122	7,200	9,000	7,000	7,350	7,718	8,103	8,509
5048	50	Dues/Team Fees	-	-	-	-	850	850	850	893	937	984	1,033
5050	50	Equipment	5,727	2,065	2,068	3,035	400	400	400	420	441	463	486
5055	50	Clinics	-	-	-	250	400	400	400	420	441	463	486
		<u>SPORTS CAMPS</u>											
5001	51	Salaries	3,895	7,487	-	11,222	2,000	3,100	1,500	1,575	1,654	1,736	1,823
5002	51	Employer Contributions	608	1,199	-	1,501	200	310	150	158	165	174	182
5003	51	Pension	79	155	-	62	-	-	-	-	-	-	-
5020	51	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	51	Uniforms/Shirts	-	-	-	1,291	1,800	1,800	1,900	1,995	2,095	2,199	2,309
5050	51	Equipment	718	2,786	-	1,679	2,000	2,000	2,000	2,100	2,205	2,315	2,431
5055	51	Clinics	63	-	-	-	-	-	-	-	-	-	-
		<u>TOURNAMENTS</u>											
5001	52	Salaries	-	-	-	-	500	500	500	525	551	579	608
5002	52	Employer Contributions	-	-	-	-	50	50	50	53	55	58	61
5020	52	Officials	625	-	-	-	-	-	-	-	-	-	-
5050	52	Equipment	184	-	-	-	200	200	200	210	221	232	243
		<u>ADDITIONAL PROGRAMS</u>											
5001	55	Salaries	1,794	5,808	4,303	4,528	2,500	2,500	2,300	2,415	2,536	2,663	2,796
5002	55	Employer Contributions	359	1,153	989	683	250	250	230	242	254	266	280
5003	55	Pension	41	148	196	74	-	-	-	-	-	-	-
5046	55	Uniforms/Shirts	-	364	-	-	-	-	-	-	-	-	-
5048	55	Dues/Team Fees/Printing	-	-	-	-	-	-	-	-	-	-	-
5050	55	Equipment	1,137	682	2,404	2,046	500	500	500	525	551	579	608
5055	55	Martial Arts	6,318	3,570	840	1,830	4,200	4,200	4,200	4,410	4,631	4,862	5,105
		TOTAL RECREATION DEPARTMENT	339,114	381,382	338,378	275,421	430,272	434,582	515,457	541,230	568,291	596,706	626,541

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PARKS EXPENSES													
11-07			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
5001	1	Salaries	245,504	283,293	326,654	289,669	450,600	450,600	453,460	476,133	499,940	524,937	551,183
5002	1	Employer Contributions	65,513	79,170	86,431	78,984	160,407	160,407	148,984	156,433	164,255	172,468	181,091
5003	1	Pension	8,811	10,397	11,353	9,546	22,530	22,530	22,673	23,807	24,997	26,247	27,559
5008	1	Physicals, Background	-	-	49	-	100	100	100	105	110	116	122
5009	1	Travel, Education	1,653	2,993	3,676	3,499	6,500	6,500	6,500	6,825	7,166	7,525	7,901
5010	1	Office Supplies	916	1,690	624	863	1,500	1,500	1,500	1,575	1,654	1,736	1,823
5011	1	Telephone	4,649	2,584	2,762	4,983	6,000	4,000	4,000	4,200	4,410	4,631	4,862
5012	4	Utilities-turf/ballfields	15,206	8,802	8,944	9,655	10,000	10,000	10,000	10,500	11,025	11,576	12,155
5012	9	Utilities-facilities/general parks	-	5,376	6,028	8,537	11,000	11,000	11,000	11,550	12,128	12,734	13,371
5013	9	Vehicle Maintenance-general parks	10,005	593	2,922	1,283	7,500	7,500	7,500	7,875	8,269	8,682	9,116
5013	8	Vehicle Maintenance-bucket truck	3,981	3,375	543	-	-	-	-	-	-	-	-
5014	4	Gasoline-turf/ballfields	10,681	6,675	5,164	6,247	7,000	9,500	9,000	9,450	9,923	10,419	10,940
5014	9	Gasoline-facilities/general parks	-	4,429	5,168	3,916	5,000	7,000	7,000	7,350	7,718	8,103	8,509
5020	1	Professional Services	2,012	3,716	-	-	3,000	3,000	3,000	3,150	3,308	3,473	3,647
5020	4	Weed/Turf Maintenance-contract	2,427	4,971	9,125	10,901	20,000	20,000	20,000	21,000	22,050	23,153	24,310
5039	1	Dues	-	-	-	-	100	100	100	105	110	116	122
5040	1	Attorney	-	-	-	-	1,000	1,000	1,000	1,050	1,103	1,158	1,216
5044	4	Turf Maintenance-turf/ballfields	9,087	2,132	2,448	3,258	6,000	6,000	6,000	6,300	6,615	6,946	7,293
5044	9	Turf Maintenance-general parks	-	6,353	5,334	3,674	6,000	6,000	6,000	6,300	6,615	6,946	7,293
5046	1	Uniforms	2,964	3,818	6,264	4,455	6,900	6,900	4,950	5,198	5,457	5,730	6,017
5048	4	Ballfield Maintenance (bleachers)(remove bleachers)	-	-	-	-	50,000	50,000	20,000	15,000	15,750	16,538	17,364
5049	4	Irrigation and Sprinkler Repair-turf/ballfields	3,548	5,516	1,521	3,839	5,000	5,500	10,000	10,500	11,025	11,576	12,155
5049	9	Irrigation and Sprinkler Repair-general parks	-	5,489	2,843	6,133	7,000	13,000	10,000	10,500	11,025	11,576	12,155
5053	3	Porta-Johns-parks	3,177	3,272	3,673	5,126	8,000	7,000	8,000	8,400	8,820	9,261	9,724
5054	2	Facility Maintenance	165	470	500	2,034	3,500	3,500	3,500	3,675	3,859	4,052	4,254
5055	3	Restroom Maintenance-parks	6,619	7,373	5,894	7,318	10,500	16,000	15,000	15,750	16,538	17,364	18,233
5057	4	Repair and Maintenance Supplies-turf/ballfield	11,354	5,513	6,539	7,196	12,000	12,000	12,000	12,600	13,230	13,892	14,586
5057	9	Repair and Maintenance Supplies-facilities/general parks	-	8,860	8,292	16,950	15,000	15,000	35,000	36,750	38,588	40,517	42,543
5057	10	Farm Lease Supplies	775	1,092	787	3,628	5,000	3,000	5,000	5,250	5,513	5,788	6,078
5058	6	Equipment Maintenance	3,527	7,058	9,907	8,635	18,000	18,000	18,000	18,900	19,845	20,837	21,879
5059	2	Insect Control	31,162	32,372	29,230	29,961	45,000	45,000	45,000	47,250	49,613	52,093	54,698
5060	8	Seasonal Decorations	1,741	4,190	4,247	4,380	15,000	16,000	15,000	15,750	16,538	17,364	18,233
5064	9	Transfer to Forestry	55,000	55,000	175,000	195,000	500,000	500,000	500,000	450,000	450,000	450,000	450,000
5070	3	Entry gate/fence at main building and Bein ballfield	-	-	7,640	-	8,500	8,500	8,500	8,925	9,371	9,840	10,332
5074	1	Office Furniture	-	-	-	1,975	2,500	2,500	2,500	2,625	2,756	2,894	3,039
5075	9	Bein Park trail improvements	-	-	17,205	-	-	18,000	-	-	-	-	-
5076	9	Park signage	-	-	-	-	5,000	5,000	5,000	5,250	5,513	5,788	6,078
5078	3	Rental Property Maintenance	999	-	-	-	-	-	-	-	-	-	-
5090	8	Equipment Rental	5,046	4,150	2,298	4,485	5,500	5,500	7,000	7,350	7,718	8,103	8,509
5092	3	Main Street Maintenance	4,912	2,757	2,581	4,777	6,000	6,000	6,000	6,300	6,615	6,946	7,293
5095	1	Computer Equipment Maintenance/Replacement	-	3,937	-	4,175	10,400	3,000	10,400	10,920	11,466	12,039	12,641
5251	6	Tools	1,634	719	286	1,485	5,000	5,000	5,000	5,250	5,513	5,788	6,078
		TOTAL PARKS DEPARTMENT	513,068	578,135	761,932	746,567	1,468,037	1,491,137	1,463,667	1,455,850	1,506,143	1,558,950	1,614,398

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CONTRIBUTION EXPENSE													
11-15													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
5150	0	Chamber of Commerce	8,765	900	-	30,000	30,000	10,000	30,000	-	-	-	-
5151	0	RAFT	5,000	-	-								
5152	0	Farmers Market	4,340	-	-								
5166	0	Historical Society	2,472	1,118	-	15,000	17,500	17,500	25,000	25,000	25,000	25,000	25,000
5167	0	Contributions-Fee Waivers	400	50	-								
5168	0	Contributions-Other (RAQC)	-	-	400	400	400	2,000	400	400	400	400	400
5169	0	Municipal Shareback	16,863	18,833	21,433	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000
		TOTAL CONTRIBUTIONS	37,840	20,901	21,833	45,400	97,900	79,500	105,400	75,400	75,400	75,400	75,400
		TOTAL GENERAL FUND OPERATING EXPENSES	5,147,725	5,535,031	7,040,196	7,312,538	10,758,746	10,140,497	11,973,304	9,955,231	10,299,184	11,045,120	11,424,135
		Total Capital Projects Expense	382,588	1,198,425	680,651	508,832	758,700	1,079,900	5,748,000	-	-	-	-
		TOTAL GENERAL FUND EXPENSES	5,530,313	6,733,456	7,720,847	7,821,370	11,517,446	11,220,397	17,721,304	9,955,231	10,299,184	11,045,120	11,424,135

WATER FUND-SOURCE OF SUPPLY													
20-00													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		BEGINNING FUND BALANCE	12,490,916	12,916,098	28,827,774	16,912,218	24,481,494	24,481,494	25,817,984	19,397,034	12,403,494	13,378,095	15,003,747
		REVENUES											
4450	2	Cash in Lieu-Water Dedication	7,265,056	16,033,448	1,626,150	8,386,055	2,310,000	9,300,000	1,980,000	1,650,000	1,650,000	2,310,000	2,310,000
4451	2	Raw Water System Fee	136,955	105,985	123,725	125,195	85,750	50,000	73,500	61,250	61,250	85,750	85,750
4452	1	Transfer from Water Fund	100,000	100,000	100,000	100,000	-	-	-	-	-	-	-
4300	2	Donated Revenue	-	32,721	-	-	-	-	-	-	-	-	-
4601	2	Interest	95,967	382,270	224,704	126,220	40,000	190,000	40,000	42,000	44,100	46,305	48,620
		TOTAL REVENUE	7,597,978	16,654,424	2,074,579	8,737,470	2,435,750	9,540,000	2,093,500	1,753,250	1,755,350	2,442,055	2,444,370
		EXPENSES											
5015	2	Insurance	-	-	-	-	10,000	-	10,000	10,500	11,025	11,576	12,155
5040	2	Attorney Fees	56,052	61,959	74,802	88,906	100,000	150,000	190,000	199,500	209,475	219,949	230,946
5080	2	Payments Richardson Property (til 2028)	67,456	67,456	67,640	67,456	67,640	67,450	67,640	67,640	67,640	67,640	67,640
5101	2	Reservoir Design and Construction	-	-	-	-	250,000	250,000	50,000	-	-	-	-
5101	3	Reservoir Management/Maintenance	31,701	54,207	114,347	6,398	80,000	80,000	84,000	88,200	92,610	97,241	102,103
5101	4	Reservoir Aeration Maintenance	-	-	-	-	8,000	5,000	8,400	8,820	9,261	9,724	10,210
5102	2	Video Inspect Dam Outlets	-	8,607	-	-	-	-	-	-	-	-	-
5103	2	Consultant Fees	22,117	49,464	76,554	165,904	100,000	100,000	105,000	110,250	115,763	121,551	127,628
5104	2	Water Resource Management Plan	45,809	29,736	58,629	98,735	20,000	20,000	21,000	22,050	23,153	24,310	25,526
5104	2	Non-Pot Master Plan	-	-	-	-	40,000	40,000	150,000	157,500	165,375	173,644	182,326
5106	2	Ditchwide Study	14,123	13,949	15,519	39,322	115,000	115,000	50,000	52,500	55,125	57,881	60,775
5107	0	New Water Storage Reservoir (design)	-	-	-	5,566	250,000	250,000	3,750,000	8,000,000	-	-	-
5108	0	Water Conservation Program	-	-	-	-	25,000	25,000	26,250	27,563	28,941	30,388	31,907
5123	2	Water Purchases	6,906,524	432,000	13,585,000	691,000	7,000,000	6,800,000	3,000,000	-	-	-	-
5208	2	Raw Line Maintenance and Improvements (design)	28,173	775	5,542	6,152	300,000	300,000	1,000,000	-	-	-	-
5209	2	Boat/Tractor Maintenance	164	33	-	-	2,000	2,000	2,100	2,205	2,315	2,431	2,553
5278	2	Southern Water Supply Pipeline (SWSP2)	-	24,562	(7,910)	(1,320)	-	(1,000)	-	-	-	-	-
5300	2	Bank Fees	677	-	12	75	60	60	60	63	66	69	73
		TOTAL EXPENSES	7,172,796	742,748	13,990,135	1,168,194	8,367,700	8,203,510	8,514,450	8,746,791	780,748	816,403	853,842
		SOURCE OF SUPPLY FUND BALANCE	12,916,098	28,827,774	16,912,218	24,481,494	18,549,544	25,817,984	19,397,034	12,403,494	13,378,095	15,003,747	16,594,276

WATER FUND-OPERATIONS & MAINTENANCE, CON'T				ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
21-00				2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
5106	3	Lab Equipment & Supplies		6,447	8,196	8,337	3,473	11,000	8,000	3,000	3,150	3,308	3,473	3,647
5107	1	Transfer to General Fund		140,000	140,000	140,000	214,430	210,000	210,000	220,500	231,525	243,101	255,256	268,019
5108	2	Lab Testing		17,020	16,426	26,408	25,312	30,000	30,000	32,000	33,600	35,280	37,044	38,896
5109	2	Meters repairs, replacement, moves		416,748	52,499	275,817	215,531	225,000	225,000	225,000	236,250	248,063	260,466	273,489
5109	5	Meters - New		439,634	818,972	170,852	332,718	330,000	200,000	450,000	472,500	496,125	520,931	546,978
5110	2	Permits		940	940	963	940	2,500	2,500	2,600	2,730	2,867	3,010	3,160
5111	2	Water Breaks		81,343	15,256	13,498	44,551	50,000	50,000	54,000	56,700	59,535	62,512	65,637
5116	2	Carriage Agreement(BUREC)		37,338	37,828	45,551	78,203	80,000	80,000	80,000	84,000	88,200	92,610	97,241
5124	1	Water Assessments (CBT)		142,616	119,531	142,431	201,549	200,000	200,000	205,000	215,250	226,013	237,313	249,179
5189	4	Development Review		-	-	138	-	-	-	-	-	-	-	-
5232	1	2006 Bond Refinance (97 & 82)		58,600	165,822	-	-	-	-	-	-	-	-	-
5269	4	Water Rate Study		-	-	-	-	25,000	25,000	5,000	-	-	-	-
5273	1	Bond Payment (2007)		121,582	-	-	-	-	-	-	-	-	-	-
5273	1	2007 Bond Payoff		-	1,543,026	-	-	-	-	-	-	-	-	-
5274	1	Bond Payment (2012)		191,200	-	-	-	-	-	-	-	-	-	-
5274	1	2012 Bond Payoff		-	1,000,204	-	-	-	-	-	-	-	-	-
5274	7	Transfer loan to Water Capital		-	-	-	382,584	325,982	325,982	439,384	439,384	439,384	439,384	-
5276		Computer Maintenance/Computer/Caselle		4,324	9,893	4,353	4,356	23,000	25,000	12,000	12,600	13,230	13,892	14,586
5284	3	Contract Water Treatment (Little T)		144,856	10,454	39,132	26,782	60,000	60,000	200,000	210,000	220,500	231,525	243,101
5300	1	Bank fees		11,551	9,322	10,738	13,850	18,000	18,000	18,000	18,900	19,845	20,837	21,879
5416	2	Water Leasing		8,000	5,720	32,073	27,360	45,000	45,000	45,000	47,250	49,613	52,093	54,698
		TOTAL EXPENSES		2,648,531	4,905,675	2,072,006	2,750,235	3,386,603	3,330,992	4,175,645	4,357,208	4,553,099	4,758,785	4,535,371
		WATER OPERATING BALANCE		\$ 2,086,080	\$ 2,669,846	\$ 4,702,439	\$ 5,422,335	\$ 5,202,726	\$ 5,493,337	\$ 4,559,692	\$ 3,370,085	\$ 2,391,716	\$ 1,482,648	\$ 970,230

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WATER FUND-CAPITAL IMPROVEMENTS													
22-00													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		BEGINNING FUND BALANCE	2,985,642	3,960,436	4,191,501	7,163,865	10,595,924	10,595,924	10,052,746	11,202,080	9,835,525	4,869,547	7,537,176
		WATER CAPITAL REVENUES											
4412	1	System Investment Fees	3,439,893	2,886,461	3,129,845	3,097,917	2,215,500	1,650,000	1,899,000	1,582,500	1,582,500	2,215,500	2,215,500
4414	0	Wilson Ranch for I-25	(11)	13	22	-	10	10	10	11	11	12	12
4414	0	Love's for I-25	-	-	-	-	-	-	-	-	-	-	-
4422	1	Sale of Assets	-	-	-	-	-	33,890	-	-	-	-	-
4425	1	Grant (Larimer County - ultrasonic bouy)	-	-	-	-	-	35,000	-	-	-	-	-
4601	1	Interest-System Investment Fees	24,880	63,229	41,438	46,411	10,000	70,000	10,000	10,500	11,025	11,576	12,155
4601	3	Interest-Rate Stability	2,764	7,025	4,605	5,157	1,000	7,000	1,000	1,050	1,103	1,158	1,216
4602	1	Transfer from Water Fund	-	-	-	382,584	325,982	325,982	439,384	439,384	439,384	439,384	-
		TOTAL CAPITAL REVENUE	3,467,526	2,956,728	3,175,910	3,532,069	2,552,492	2,121,882	2,349,394	2,033,445	2,034,023	2,667,629	2,228,883
		WATER CAPITAL EXPENSES											
5014	0	I-25 Water Infrastructure											
5020	1	Professional Fees			1,790								
5105	1	Pump Station NW area					150,000	150,000					
5130	1	Master Meter (CR17)											
5140	1	16" Pipeline											
5151	1	Meter Reading Equipment							400,000				
5152	1	Town Hall Building	100,000	100,000	100,000								
5201	0	Pressure Sustaining Valve Vault at Berthoud Ranchettes											
5202	0	PRV Stations					30,000	30,000					
5203	0	West Berthoud Water Main Loop							250,000	500,000	500,000		
5204	0	Treatment Plant Transmission Line/Storage Tank Pipeline				100,000	100,000	100,000					
5205	0	North Berthoud Booster Station (Phase 2)											
5206	0	Potable Water Storage (1 MG)								400,000	4,000,000		
5273	1	Transfer to Water Fund for Bond Payoff		2,510,000									
5276	0	Master Plan Update					185,000	185,000	50,000				
5277	1	Plant Improvements for capacity	2,392,520	115,549	101,724		200,000	200,000	250,000	2,500,000	2,500,000		
5410	0	Treatment Plant Backwash Improvements (1/2)					2,000,000	2,000,000	150,000				
		Loveland Reservoir Ditch pump							100,000				
5300	1	Bank Fees	212	114	32	10	60	60	60	-	-	-	-
		CAPITAL EXPENSES	2,492,732	2,725,663	203,546	100,010	2,665,060	2,665,060	1,200,060	3,400,000	7,000,000	-	-
		ENDING CAPITAL FUND BALANCE	3,960,436	4,191,501	7,163,865	10,595,924	10,483,356	10,052,746	11,202,080	9,835,525	4,869,547	7,537,176	9,766,059

WASTEWATER FUND-OPERATIONS & MAINTENANCE													
23-00			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		BEGINNING FUND BALANCE	2,334,110	2,892,715	3,263,951	3,973,123	4,772,837	4,772,837	3,468,937	2,024,412	1,827,078	1,691,145	1,616,219
		REVENUES											
4410	0	Wastewater Charges	2,412,671	2,647,350	2,900,454	3,093,222	2,800,000	2,800,000	3,000,000	3,150,000	3,307,500	3,472,875	3,646,519
4410	2	Hillsdale Lift Station Fees	(13)	(1)	(3)	1	-	-	-	-	-	-	-
4410	3	Mary's Farm Lift Station Fees	5,678	4,456	2,394	5,274	-	7,000	-	-	-	-	-
4433	0	Bomar Lift Station Maint.	2,093	2,121	2,111	2,125	2,000	2,000	2,000	2,100	2,205	2,315	2,431
4433	1	Campion Lift Station Maint	14,324	14,403	14,746	15,051	15,000	15,000	15,000	15,750	16,538	17,364	18,233
4434	0	Riverglen Lift Station Maint.	3,539	3,878	3,989	4,026	3,500	3,500	3,500	3,675	3,859	4,052	4,254
4601	0	Interest	19,915	53,048	29,319	25,191	8,000	35,000	10,000	10,500	11,025	11,576	12,155
		TOTAL WASTEWATER REVENUES	2,458,207	2,725,255	2,953,010	3,144,890	2,828,500	2,862,500	3,030,500	3,182,025	3,341,126	3,508,183	3,683,592
		EXPENSES											
5001		Salaries	46,775	41,282	54,107	32,866	66,840	80,000	120,463	126,486	132,810	139,451	146,424
5002		Employer Contributions	12,788	11,913	13,197	8,406	25,128	25,000	45,459	47,732	50,119	52,624	55,256
5003		Pension	1,366	2,065	2,296	1,145	3,342	3,000	6,023	6,324	6,641	6,973	7,321
5007	4	License and Examinations	-	-	-	-	500	500	500	525	551	579	608
5008	4	Employee Physicals-Background	-	-	-	-	500	500	500	525	551	579	608
5009	4	Travel, Trans. & Education	200	298	-	-	1,500	1,500	1,600	1,680	1,764	1,852	1,945
5010		Office Supplies	19,180	20,124	21,753	25,107	20,000	24,000	20,000	21,000	22,050	23,153	24,310
5011		Telephone/pager	4,077	4,457	4,593	5,733	6,000	5,000	2,500	2,625	2,756	2,894	3,039
5012		Utilities	216,015	213,000	212,081	224,304	260,000	260,000	260,000	273,000	286,650	300,983	316,032
5013	3	Vehicle Maintenance	748	1,224	212	600	1,500	1,500	1,500	1,575	1,654	1,736	1,823
5014	3	Gasoline	1,049	2,386	1,672	484	1,000	1,000	1,000	1,050	1,103	1,158	1,216
5015	4	Insurance	53,142	59,466	73,223	87,776	110,000	112,000	120,000	126,000	132,300	138,915	145,861
5018	4	Publications	-	-	-	3,683	1,000	1,000	1,000	1,050	1,103	1,158	1,216
5020	4	Professional Fees	332,364	349,256	352,628	334,648	465,000	465,000	490,000	514,500	540,225	567,236	595,598
5022	4	GIS Data Mapping	6,019	2,360	247	1,025	10,000	8,000	15,000	15,750	16,538	17,364	18,233
5039	4	Dues	1,382	1,225	1,225	1,127	2,000	2,000	2,000	2,100	2,205	2,315	2,431
5040	4	Attorney	317	-	5,955	14,026	20,000	20,000	21,000	22,050	23,153	24,310	25,526
5041	1	Equipment Rental	-	-	-	-	1,500	1,500	1,500	1,575	1,654	1,736	1,823
5046	4	Uniforms	-	-	93	-	-	-	1,130	1,187	1,246	1,308	1,374
5048	4	Safety	120	-	-	-	500	500	500	525	551	579	608
5054	1	Trash	2,152	1,977	2,137	2,139	2,500	2,500	2,500	2,625	2,756	2,894	3,039
5057		Repair, Maint. & Supplies	116,199	233,747	126,353	80,012	175,000	175,000	175,000	183,750	192,938	202,584	212,714
5060		Chemicals	59,379	50,153	54,696	53,121	80,000	80,000	80,000	84,000	88,200	92,610	97,241
5081	1	Plant SCADA	6,930	7,025	19,219	3,715	145,000	95,000	30,000	31,500	33,075	34,729	36,465
5090	4	Auditing (1/3)	8,350	8,316	9,167	8,333	10,000	8,300	10,000	10,500	11,025	11,576	12,155
5107	4	Transfer to General Fund	140,000	140,000	140,000	107,215	100,000	100,000	105,000	110,250	115,763	121,551	127,628
5108		Lab Tests	29,486	29,712	37,977	35,728	45,000	45,000	40,000	42,000	44,100	46,305	48,620
5109	3	Generator Maintenance	7,113	11,762	8,202	13,687	15,000	15,000	15,000	15,750	16,538	17,364	18,233
5110	4	Plant Permit	10,968	9,733	9,801	9,896	12,000	12,000	12,000	12,600	13,230	13,892	14,586
5111	3	Sewer Incidents	769	1,429	10,684	1,500	10,000	10,000	10,000	10,500	11,025	11,576	12,155
5114		Sludge Hauling	60,083	53,588	56,907	72,758	85,000	75,000	85,000	89,250	93,713	98,398	103,318
5116	1	Lab Equipment	3,087	1,252	855	1,979	8,500	8,500	4,500	4,725	4,961	5,209	5,470
5119	5	Meter Replacements	8,279	2,200	-	49,846	50,000	50,000	-	-	-	-	-
5129	3	Lift Station Maint	8,325	17,351	15,602	12,529	30,000	80,000	40,000	42,000	44,100	46,305	48,620
5130	3	Electric Maintenance	-	-	-	-	25,000	25,000	-	-	-	-	-
5138	3	T.V. Lines/Line Cleaning	6,303	15,816	80,638	71,073	80,000	50,000	85,000	89,250	93,713	98,398	103,318
5182	1	Repair & Calibration-Lab Equip.	-	-	-	-	1,000	1,000	1,000	1,050	1,103	1,158	1,216

WASTEWATER FUND-OPERATIONS & MAINTENANCE CONT				ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
23-00				2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
5189	4	Development Review		25,949	-	-	-	-	-	-	-	-	-	-
5214		Computer Maintenance/Computer/Caselle		3,676	4,612	6,793	4,353	17,000	12,000	17,000	17,850	18,743	19,680	20,664
5231	4	Software		-	1,112	8,738	7,014	5,000	5,000	5,000	5,250	5,513	5,788	6,078
5266	0	Serenity Ridge decommissioning		23,431	-	-	-	-	-	-	-	-	-	-
5267	0	Mary's Farm decommissioning		-	-	5,592	-	-	-	-	-	-	-	-
5268	0	Removal of facility at 1st street		-	-	-	824	100,000	100,000	-	-	-	-	-
5269	4	Rate Study		-	-	-	-	25,000	25,000	15,000	-	-	-	-
5274	4	2012 Bonds		527,650	528,450	529,100	523,100	742,100	742,100	908,350	905,350	906,100	910,350	912,850
5300	4	Bank Fees		10,751	9,234	10,988	14,100	18,000	18,000	18,000	18,900	19,845	20,837	21,879
		TOTAL EXPENSES		1,754,422	1,836,525	1,876,731	1,813,852	2,777,410	2,746,400	2,770,025	2,844,359	2,942,059	3,048,107	3,157,495
		WASTEWATER OPERATING BALANCE		3,037,895	3,781,445	4,340,230	5,304,161	4,823,927	4,888,937	3,729,412	2,362,078	2,226,145	2,151,220	2,142,316

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WASTEWATER CAPITAL FUND													
24-00			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		BEGINNING FUND BALANCE	5,111,676	8,081,687	9,600,676	11,829,857	14,692,607	14,692,607	14,102,557	11,737,507	9,374,958	4,025,534	3,739,891
		CAPITAL FACILITY REVENUES											
4412	0	System Investment Fees	3,105,244	2,524,069	2,819,300	2,804,056	1,925,000	1,320,000	1,650,000	1,375,000	1,375,000	1,925,000	1,925,000
4414	0	Wilson Ranch for I-25	(10)	21	27	-	10	10	10	11	11	12	12
4414	0	Love's for I-25	-	-	-	-	-	-	-	-	-	-	-
4415	0	Heron Lakes Developer contribution	-	-	-	-	-	-	-	-	-	-	-
4419	0	ALFA Line	164,131	119,113	140,250	171,050	220,000	220,000	220,000	231,000	242,550	254,678	267,411
4463	0	DOLA Grant	-	-	-	-	-	-	-	-	-	-	-
4463	1	CR 17 Project	-	-	-	-	-	-	-	-	-	-	-
4601	0	Interest	52,407	149,086	88,622	78,565	25,000	105,000	30,000	31,500	33,075	34,729	36,465
		TOTAL CAPITAL FACILITY REVENUE	3,321,772	2,792,289	3,048,199	3,053,671	2,170,010	1,645,010	1,900,010	1,637,511	1,650,636	2,214,418	2,228,889
		CAPITAL FACILITY EXPENSES											
5014	0	I-25 Waste Water Plant					175,000	175,000	175,000	1,000,000	1,000,000		
5014	0	I-25 Waste Water Collection System											
5015	0	Heron Lakes Lift Station	135,748	3,973	50,709								
5019	0	ALFA Line Reimbursement	164,131	119,113	140,250	171,050	220,000	220,000	140,000				
5134	0	UV System	47,795	289,886	516,856								
5148	0	CR 17 Sewer project	3,875	844,211	1,104								
5172	0	Town Hall Building											
5271	0	1st Street Sanitary Sewer Upgrade			110,067	16,251	1,200,000	1,200,000	1,750,000	500,000	3,500,000		
5273	0	WW Master Plan Update					185,000	185,000	100,000				
5278	4	WW System Improvements for Capacity		15,997		3,610	395,000	395,000	500,000	500,000	500,000	500,000	500,000
5278	4	Plant Improvements					60,000	60,000	1,600,000	2,000,000	2,000,000	2,000,000	500,000
5300	0	Bank Fees	212	120	32	10	60	60	60	60	60	60	60
		Regional Plant Expansion to .25 MGD and Headworks											
		Chemical Feed System											
		Biological N Removal											
		Clarifier-Addition of 3rd											
		TOTAL CAP FACILITY EXPENSES	351,761	1,273,300	819,018	190,921	2,235,060	2,235,060	4,265,060	4,000,060	7,000,060	2,500,060	1,000,060
		ENDING CAP FAC FUND BALANCE	8,081,687	9,600,676	11,829,857	14,692,607	14,627,557	14,102,557	11,737,507	9,374,958	4,025,534	3,739,891	4,968,720

STORM WATER CAPITAL FUND													
28-00			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
4999		BEGINNING FUND BALANCE	-	888,439	1,690,007	2,318,301	3,356,579	3,356,579	3,186,519	3,143,059	2,524,149	2,905,397	3,438,010
		REVENUES											
4410	0	Storm Water Impact Fees	911,670	683,936	906,287	1,075,687	529,200	450,000	453,600	378,000	378,000	529,200	529,200
4420	0	Developers-CR 17	-	200,000	200,000	-	-	-	-	-	-	1	2
4601	0	Interest	4,315	22,564	17,436	17,040	3,000	25,000	3,000	3,150	3,308	3,473	3,647
		TOTAL REVENUE	915,985	906,500	1,123,723	1,092,727	532,200	475,000	456,600	381,150	381,308	532,674	532,849
		STORM WATER CAPITAL EXPENSES											
5020	0	Professional Fees		9,485			45,000	45,000					
5101	0	CR 17 Trunk Main	27,334	95,356	406,241	54,449	100,000	100,000					
5102	0	Service Center (10%)			89,177								
5103	0	Bacon Lake Outfall											
5104	0	Berthoud Reservoir Stormwater Outfall Improvements (design)					500,000	500,000	500,000	1,000,000			
5300	0	Bank Fees	212	91	11		60	60	60	60	60	60	60
		1st Street Storm Culvert											
		1st and Welch											
		3rd and Welch											
		Clayton Plaza Regional Water Quality Pond											
		TOTAL CAPITAL EXPENSES	27,546	104,932	495,429	54,449	645,060	645,060	500,060	1,000,060	60	60	60
5999		ENDING STORM WATER FUND BALANCE	888,439	1,690,007	2,318,301	3,356,579	3,243,719	3,186,519	3,143,059	2,524,149	2,905,397	3,438,010	3,970,799

STORM WATER OPERATIONS FUND													
29-00			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
4999		BEGINNING FUND BALANCE	307,431	382,224	645,527	938,434	1,256,206	1,256,206	1,518,896	1,811,586	2,121,411	2,446,726	2,788,308
		REVENUES											
4410	0	Storm Water Fees	387,945	448,874	501,689	557,928	450,000	505,000	480,000	504,000	529,200	555,660	583,443
4601	0	Interest	2,691	8,367	5,992	5,914	1,000	10,000	1,000	1,050	1,103	1,158	1,216
		TOTAL REVENUE	390,636	457,241	507,681	563,842	451,000	515,000	481,000	505,050	530,303	556,818	584,659
		EXPENSES											
5001		Salaries	37,474	44,860	39,895	8,810	15,720	10,000	-	-	-	-	-
5002		Employer Contributions	8,961	17,169	13,020	2,650	7,531	5,000	-	-	-	-	-
5003		Pension	788	1,818	1,560	312	786	500	-	-	-	-	-
5009	5	Travel, Training	5	-	-	-	750	750	750	788	827	868	912
5020	4	Professional Fees	13,270	24,736	5,224	16,405	25,000	25,000	25,000	26,250	27,563	28,941	30,388
5022	4	GIS Data Mapping	2,722	2,000	247	197	5,000	5,000	5,000	5,250	5,513	5,788	6,078
5042	1	Snow & Ice Removal	6,771	10,062	9,438	17,535	25,000	25,000	25,000	26,250	27,563	28,941	30,388
5057	3	Repair & Maint: culverts, drain pans, gutters	9,325	35,139	35,626	19,355	40,000	40,000	40,000	42,000	44,100	46,305	48,620
5059	5	Computer Maint/Replacement/Caselle	-	802	1,800	-	2,000	2,000	2,000	2,100	2,205	2,315	2,431
5060	3	Drainage Parts	1,571	1,374	-	391	2,000	2,000	2,000	2,100	2,205	2,315	2,431
5107	5	Transfer to General Fund	10,000	10,000	12,000	10,516	10,000	10,000	10,500	11,025	11,576	12,155	12,763
5110	4	Permit	462	962	462	-	10,000	10,000	10,000	10,500	11,025	11,576	12,155
5190	0	Master Drainage Plan	16,047	12,532	15,414	-	-	-	50,000	50,000	52,500	55,125	57,881
5261	2	Sweeper Parts	7,581	13,643	13,287	19,899	17,000	17,000	18,000	18,900	19,845	20,837	21,879
5269	0	Rate Study	-	-	-	-	25,000	25,000	-	-	-	-	-
5300	5	Bank Fees	212	91	12	-	60	60	60	63	66	69	73
		TOTAL EXPENSES	115,189	175,188	147,985	96,070	185,847	177,310	188,310	195,226	204,987	215,236	225,998
		STORM WATER CAPITAL EXPENSES											
5058	0	Street Sweeper (40% GF & 60% Drainage)				150,000							
5084	0	Skid Steer			66,789								
5125	0	Crackfilling machine-roadside mower (50% streets)	45,000										
5172	0	Excavator (50% streets, 50% storm water)											
5201	0	Harben Trailer and inspection camera	68,283										
5202	0	Serenity Ridge Drainage Project											
5285	0	New Equipment (Vac Trailer 1/3)		18,750									
5401	6	Culverts-drain pans-gutters	87,371				75,000	75,000					
		TOTAL CAPITAL EXPENSES	200,654	18,750	66,789	150,000	75,000	75,000	-	-	-	-	-
		TOTAL STORM WATER OPERATION EXPENSES	315,843	193,938	214,774	246,070	260,847	252,310	188,310	195,226	204,987	215,236	225,998
5999		ENDING STORM WATER FUND BALANCE	382,224	645,527	938,434	1,256,206	1,446,359	1,518,896	1,811,586	2,121,411	2,446,726	2,788,308	3,146,968

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PARK LAND ACQUISITION AND DEDICATION													
32-00			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
4999		BEGINNING FUND BALANCE	622,420	900,583	1,134,153	1,503,754	1,873,536	1,873,536	661,776	705,716	873,466	1,041,479	1,274,767
		REVENUES											
4601	0	Interest	6,031	17,088	10,673	10,067	700	13,000	5,000	5,250	5,513	5,788	6,078
4700	0	Park Dedication	280,200	226,144	358,940	416,613	227,500	180,000	195,000	162,500	162,500	227,500	227,500
		TOTAL REVENUES	286,231	243,232	369,613	426,680	228,200	193,000	200,000	167,750	168,013	233,288	233,578
		EXPENSES											
5020	0	Professional Fees		1,700				1,700					
5021	0	Impact Fee Study	7,856	7,871									
5022	0	Open Space Master Plan				56,898	5,000	5,000					
5041	0	Welch Trail Easement					50,000	48,000					
5171	0	Park Expansion Property Purchase					1,350,000	1,350,000	150,000				
5300	0	Bank Fees	212	91	12		60	60	60	-	-	-	-
		TOTAL EXPENSES	8,068	9,662	12	56,898	1,405,060	1,404,760	150,060	-	-	-	-
5998		EMERGENCY RESERVES	-	-	-	-	-	-	6,000				
5999		ENDING DEDICATION FUND BALANCE	900,583	1,134,153	1,503,754	1,873,536	696,676	661,776	705,716	873,466	1,041,479	1,274,767	1,508,344

[illegible]

CONSERVATION TRUST FUND													
34-00			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
4999		BEGINNING FUND BALANCE	123,438	149,896	116,515	158,927	230,599	230,599	171,839	222,356	255,999	268,824	259,791
		REVENUES											
4301	0	Conservation Trust Distribution	63,172	78,194	81,011	108,532	60,000	98,000	90,000	94,500	99,225	104,186	109,396
4364	0	Transfer from General Fund	55,000	56,000	175,000	195,000	500,000	500,000	500,000	450,000	450,000	450,000	450,000
4601	0	Interest	1,020	2,326	1,096	1,080	250	2,000	500	525	551	579	608
		TOTAL REVENUES	119,192	136,520	257,107	304,612	560,250	600,000	590,500	545,025	549,776	554,765	560,003
		GENERAL PARK											
5001		Salaries	6,930	7,634	-	-	-	-	-	-	-	-	-
5002		Employer Contributions	623	1,414	-	-	-	-	-	-	-	-	-
5003		Pension	-	382	-	-	-	-	-	-	-	-	-
5095	1	Computer Equipment Maintenance/Replacement	35	833	-	-	-	-	-	-	-	-	-
5096	1	GIS Software	408	-	-	-	-	-	-	-	-	-	-
5140	1	Park Building - Grounds - Sprinklers	891	951	1,000	1,628	3,000	3,000	3,000	3,150	3,308	3,473	3,647
5141	1	Roberts Park (concrete entry and pavillion)(nursery)	4,386	5,266	4,915	6,175	70,000	70,000	30,000	5,000	5,250	5,513	5,788
5142	0	Picnic tables and benches	-	-	-	-	15,000	15,000	-	-	-	-	-
5177	1	Fickel Park	280	800	-	-	1,200	1,200	-	-	-	-	-
		Trail Signage	-	-	-	-	-	-	10,000	-	-	-	-
5270	1	Tennis Court Repair	-	30,091	-	2,500	6,000	6,000	6,000	6,300	6,615	6,946	7,293
		GENERAL EXPENSE SUBTOTAL	13,553	47,371	5,915	10,303	95,200	95,200	49,000	14,450	15,173	15,931	16,728
		FORESTRY and OPEN SPACE											
5001		Salaries	46,465	71,791	94,513	114,075	222,060	222,000	228,809	240,249	252,262	264,875	278,119
5002		Employer Contributions	11,907	17,404	24,946	32,935	117,827	110,000	92,709	97,344	102,212	107,322	112,688
5003		Pension	2,581	3,643	4,722	3,652	11,103	11,000	11,440	12,012	12,613	13,244	13,906
5009	1	Travel, Education	-	-	-	2,595	3,500	3,500	3,500	3,675	3,859	4,052	4,254
5010	1	Office Supplies	-	-	-	335	750	750	750	788	827	868	912
5011	1	Telephone	-	-	-	25	750	750	750	788	827	868	912
5013	1	Vehicle Maintenance	-	-	-	706	5,500	5,500	5,500	5,775	6,064	6,367	6,685
5014	1	Gasoline	-	-	-	4,053	5,500	5,500	5,500	5,775	6,064	6,367	6,685
5046	1	Uniforms	-	-	-	1,353	3,200	3,200	2,950	3,098	3,252	3,415	3,586
5058	1	Equipment Maintenance	-	-	-	2,233	5,000	5,000	5,000	5,250	5,513	5,788	6,078
5072	2	Tree Maintenance	2,426	2,423	4,760	28,256	40,000	40,000	40,000	42,000	44,100	46,305	48,620
5076	2	Educational Materials	413	149	632	-	2,500	2,500	2,500	2,625	2,756	2,894	3,039
5077	3	Tree Replacement	2,885	11,362	17,494	18,732	38,000	38,000	20,000	21,000	22,050	23,153	24,310
5077	4	EAB Tree Replacement (combined in 2020)	7,586	7,711	-	-	-	-	-	-	-	-	-
5079	2	Supplies	474	898	2,677	3,080	7,000	7,000	7,000	7,350	7,718	8,103	8,509
5080	4	EAB Response-Treatment	1,367	6,480	59,024	10,607	30,000	30,000	45,000	47,250	49,613	52,093	54,698
5085	4	EAB Cost Share	2,865	578	-	-	-	-	-	-	-	-	-
5095	1	Computer Equipment Maintenance/Replacement	-	-	-	-	1,800	1,800	1,800	1,890	1,985	2,084	2,188
5263	0	New Vehicle and water tank	-	-	-	-	77,000	77,000	-	-	-	-	-
5300	1	Bank Fees	212	91	12	-	60	60	60	63	66	69	73
		FORESTRY EXPENSE SUBTOTAL	79,181	122,530	208,780	222,637	571,550	563,560	473,268	496,932	521,778	547,867	575,261
		TOTAL EXPENSES	92,734	169,901	214,695	232,940	666,750	658,760	522,268	511,382	536,951	563,799	591,988
5998		EMERGENCY RESERVES	-	-	-	-	-	-	17,715				
5999		ENDING CONSERV FUND BALANCE	149,896	116,515	158,927	230,599	124,099	171,839	222,356	255,999	268,824	259,791	227,805

LARIMER COUNTY OPEN SPACE TAX FUND													
36-00			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
4999		BEGINNING FUND BALANCE	1,142,720	1,306,996	1,517,801	953,816	855,107	855,107	1,209,547	791,797	725,947	971,805	1,229,955
		REVENUES											
4306	0	Revenues	197,139	215,696	239,006	322,925	220,000	300,000	220,000	231,000	242,550	254,678	267,411
4307	0	CDOT Funding for Berthoud Parkway Trail	0	0	-	-	200,000	200,000	-	-	-	-	-
		Transfer from Park Dedication Fund	-	-	-	-	-	-	150,000				
		Transfer from 1998 1% Fund	-	-	-	-	-	-	150,000				
		Transfer from	-	-	-	-	-	-					
4601	0	Interest	9,334	23,737	11,339	6,173	1,500	6,500	3,000	3,150	3,308	3,473	3,647
		TOTAL REVENUES	206,473	239,433	250,345	329,098	421,500	506,500	523,000	234,150	245,858	258,150	271,058
		EXPENSES											
5020	0	Professional Fees	20,654										
5220	0	Waggener Farm Construction			450,000				850,000				
5257	0	Trail System & Improvements- HERON LAKES			269,251								
5257	0	Trail System & Improvements- Master Plan	1,570	6,606		27,548							
5257	1	Trail System & Improvements- South Berthoud Parkway Trail				363,997	75,000	75,000					
5259	0	Hillsdale-regular maintenance	156	10,884	65,201		10,000	9,000	10,000				
5260	0	Pioneer Park-lake bank seed, trail around lake,pavillion	2,006	2,493		5,702							
5265	0	Jaskowski property maintenance	16,349	6,653	24,263	6,316	7,000	7,000	10,000				
5265	1	Jaskowski trail connection						1,000					
5266	0	Richardson property maintenance	1,250	1,900	1,355	4,120	10,000	10,000	10,000				
5267	0	Heron Lakes maintenance					20,000	20,000					
5268	0	Berthoud Reservoir Park/Trail maintenance			4,248	20,124	30,000	30,000	45,000				
5300	0	Bank Fees	212	92	12		60	60	60				
		EXPENSES	42,197	28,628	814,330	427,807	152,060	152,060	925,060	-	-	-	-
		Open Space Acquisition	-	-	-	0	0	0	0	300,000	0	0	0
		LAND ACQUISITION EXPENSES	-	-	-	-	-	-	-	300,000	-	-	-
		TOTAL EXPENSES	42,197	28,628	814,330	427,807	152,060	152,060	925,060	300,000	-	-	-
5998		EMERGENCY RESERVES	-	-	-	-	-	-	15,690				
5999		ENDING LARIMER FUND BALANCE	1,306,996	1,517,801	953,816	855,107	1,124,547	1,209,547	791,797	725,947	971,805	1,229,955	1,501,013

BERTHOUD AREA TRANSPORTATION FUND													
39-00													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
4999		BEGINNING FUND BALANCE	217,882	331,601	352,837	546,666	514,853	514,853	345,773	203,453	55,913	5,546	16,961
		REVENUES											
4101	0	Donations	-	10	-	-	-	-	-	-	-	-	-
4106	0	OOA	31,907	26,065	20,112	24,285	20,000	25,500	20,000	21,000	22,050	23,153	24,310
4107	0	Client Contributions	5,506	5,457	2,263	4,257	2,500	3,000	2,500	2,625	2,756	2,894	3,039
4108	0	Transfer from 1% Fund	72,100	72,100	90,000	90,000	50,000	50,000	50,000	50,000	155,000	225,000	225,000
4109	0	City of Ft. Collins	113,202	70,134	238,298	9,727	40,000	-	-	-	-	-	-
4601	0	Interest	2,232	5,354	3,243	3,002	700	3,000	2,000	2,100	2,205	2,315	2,431
		TOTAL REVENUE	224,947	179,120	353,916	131,271	113,200	81,500	74,500	75,725	182,011	253,362	254,780
		EXPENSES											
5001		Salaries	65,935	68,945	69,713	63,010	69,600	69,600	78,948	82,895	87,040	91,392	95,962
5002		Employer Contributions	12,761	14,324	14,229	14,363	16,890	16,890	18,935	19,882	20,876	21,920	23,016
5003		Pension	2,332	2,590	2,733	2,598	3,480	3,480	3,947	4,145	4,352	4,570	4,798
5008	2	Employee Physicals-Background	117	190	-	-	500	500	500	525	551	579	608
5009	1	Travel, Training, Education	-	-	-	-	1,000	1,000	1,000	1,050	1,103	1,158	1,216
5010	1	Office Supplies	525	287	244	115	800	800	800	840	882	926	972
5011	2	Telephone	1,405	1,422	696	1,172	1,200	1,200	1,200	1,260	1,323	1,389	1,459
5013	2	Vehicle Maintenance	4,471	10,185	4,304	5,235	4,000	12,000	7,000	7,350	7,718	8,103	8,509
5017	2	Insurance Deductibles	1,079	-	-	-	5,000	5,000	5,000	5,250	5,513	5,788	6,078
5020	0	Consultant - Transit Study	-	-	-	19,675	70,000	70,000	-	-	-	-	-
5021	1	Admin. Expenses	-	-	-	-	100	100	100	105	110	116	122
5022	1	Flex Bus Service	10,300	43,216	36,338	27,137	45,000	33,500	45,000	47,250	49,613	52,093	54,698
5023	1	RAFT Contribution		5,000	22,000	22,000	22,000	22,000	41,000	41,000	41,000	41,000	41,000
5039	1	CASTA Dues	275	203	281	315	350	350	350	368	386	405	425
5040	1	Attorney	-	-	-	-	500	500	500	525	551	579	608
5044	1	Advertising	-	186	62	672	500	500	500	525	551	579	608
5045	2	Driver Drug Testing	695	565	358	130	600	600	1,000	1,050	1,103	1,158	1,216
		Uniforms	-	-	-	-	-	-	245	257	270	284	298
5059	0	New Vehicle	-	-	-	-	-	-	-	-	-	-	-
5095	1	Computer Equipment Maintenance/Replacement	35	-	-	-	3,000	3,000	-	-	-	-	-
5107	1	Transfer to General Fund	5,000	5,000	5,000	-	-	-	-	-	-	-	-
5114	2	Gasoline	5,086	4,679	3,117	5,662	5,000	8,500	7,000	7,350	7,718	8,103	8,509
5247	1	Software	1,000	1,000	1,000	1,000	1,500	1,000	1,500	1,575	1,654	1,736	1,823
5300	1	Bank Fees	212	92	12	-	60	60	60	63	66	69	73
		TOTAL EXPENSES	111,228	157,884	160,087	163,084	251,080	250,580	214,585	223,265	232,378	241,947	251,994
5998		EMERGENCY RESERVES	-	-	-	-	-	-	2,235				
5999		ENDING BATS FUND BALANCE	331,601	352,837	546,666	514,853	376,973	345,773	203,453	55,913	5,546	16,961	19,747

ROAD IMPACT FEES													
40-00			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		BEGINNING FUND BALANCE	1,933,803	2,850,809	2,511,947	2,688,275	4,295,079	4,295,079	4,387,019	3,776,193	4,331,916	4,888,058	5,663,571
		REVENUES											
4250	0	Flood Recovery	-	153,121	-	-	-	-	-	-	-	-	-
4401	0	Road Impact Fees	1,284,211	935,445	1,220,318	1,729,723	789,950	930,000	677,100	564,250	564,250	789,950	789,950
4402	0	MPO funding	-	-	-	-	-	-	-	-	-	-	-
4404	0	CDOT/FHWA Flood Recovery	1,213,228	-	-	-	-	-	-	-	-	-	-
4601	0	Interest	15,640	56,249	23,575	21,118	8,000	32,000	8,000	8,400	8,820	9,261	9,724
		TOTAL REVENUES	2,513,079	1,144,815	1,243,893	1,750,841	797,950	962,000	685,100	572,650	573,070	799,211	799,674
		EXPENSES											
5020	0	Professional Fees	37,016	204,801	52,462	18,783							
5021	0	Impact Fee Study	7,856	8,724									
5087	0	Plow Truck/Steel V box	20,056										
5087	0	Dump truck/Snowplow Tandem		71,141									
5101	0	Transfer to General Fund (3%)	40,031	28,063	36,610	51,892	23,699	35,000	20,313	16,928	16,928	23,699	23,699
5106	0	Transportation Master Plan Update											
5107	0	Flood Repairs-CR 44 permanent repair	1,238,591										
5108	0	Van Metre Purchase and Demo		912,321	38	1,175	53,000	53,000					
5110	0	Berthoud Parkway widening		8,535	600,176				1,200,000				
5111	0	CR 7 Project (30% for widening)	2,311	250,000		8,843							
5112	0	CDOT-FASTLANE	250,000										
5113	0	LCR 10E Bridge Widening											
5114	0	Spartan Design and Crossing			128,267	63,344	800,000	780,000					
5116	0	Highway 287 & 10E Ramps	-	-	-	-	-	2,000					
5220	0	Waggener Farm Construction			250,000								
		Intersection Improvements at Hwy 14 & Berthoud Pkwy - design							55,000				
5300	0	Bank Fees	212	92	12		60	60	60	-	-	-	-
		TOTAL EXPENSES	1,596,073	1,483,677	1,067,565	144,037	876,759	870,060	1,275,373	16,928	16,928	23,699	23,699
		EMERGENCY RESERVES	-	-	-	-	-	-	20,553				
		ENDING ROAD IMPACT FUND BALANCE	2,850,809	2,511,947	2,688,275	4,295,079	4,216,271	4,387,019	3,776,193	4,331,916	4,888,058	5,663,571	6,439,546

RECREATIONAL MJ TAX 7%													
41-00													
				ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		BEGINNING FUND BALANCE	-	7,184	82,744	501,969	1,105,948	1,105,948	1,213,888	333,768	695,868	1,079,073	1,484,438
		REVENUES											
4601	0	Interest	9	1,731	1,917	4,548	300	8,000	2,000	2,100	2,205	2,315	2,431
4604	0	Sales Tax	7,175	223,885	426,705	594,431	380,000	490,000	400,000	420,000	441,000	463,050	486,203
4606	0	Quick Win Grant (MPO)	-	-	-	5,000	-	-	-	-	-	-	-
		TOTAL REVENUES	7,184	225,616	428,622	603,979	380,300	498,000	402,000	422,100	443,205	465,365	488,634
		EXPENSES											
5200	0	Street Projects	-	-	-	-	-	-					
5201	0	Bike Lane Striping	-	-	-	-	-	-					
5210	0	Youth Projects	-	-	-	-	-	-					
5211	0	Carnival	-	-	-	-	30,000	30,000	30,000				
5220	0	Sidewalk Projects	-	-	-	-	-	-					
5221	0	Downtown Sidewalk Replacement	-	-	-	-	150,000	150,000	150,000				
5222	0	Quick Win Pedestrian Crosswalk at Welch/3rd	-	-	6,835	-	-	-					
5223	0	Sidewalk Maintenance Plan	-	-	-	-	-	-	30,000				
5240	0	Law Enforcement Projects	-	150,000	2,550	-	150,000	150,000	-				
5260	0	Park Projects	-	-	-	-	-	-					
		Bike Park Scope expansion							1,000,000				
5280	0	Recreation Projects	-	-	-	-	-	-					
5281	0	Wildfire arts provider	-	-	-	-	60,000	60,000	60,000	60,000	60,000	60,000	60,000
5300	0	Bank Fees	-	56	12	-	60	60	60				
		TOTAL EXPENSES	-	150,056	9,397	-	390,060	390,060	1,270,060	60,000	60,000	60,000	60,000
		EMERGENCY RESERVES	-	-	-	-	-	-	12,060				
		ENDING SALES TAX FUND BALANCE	7,184	82,744	501,969	1,105,948	1,096,188	1,213,888	333,768	695,868	1,079,073	1,484,438	1,913,072

Use of collected Tax Revenues: The designated revenues shall be segregated to a fund which is to be used solely for youth activities and services, streets and sidewalk improvements, law enforcement, and parks and recreation.

1998 1% SALES TAX FUND*													
51-00													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		BEGINNING FUND BALANCE	3,152,981	3,974,371	4,524,786	1,167,278	2,309,405	2,309,405	2,976,345	1,385,263	2,281,788	3,168,233	4,223,594
		REVENUES											
4601	0	Interest	28,363	75,186	26,958	11,279	3,500	23,000	8,000	8,400	8,820	9,261	9,724
4235	0	Safe Routes to School Grant	-	-	-	-	-	284,000	-	-	-	-	-
4610	0	Sales Tax	795,347	1,236,274	1,620,073	2,199,747	1,500,000	1,850,000	1,800,000	1,890,000	1,984,500	2,083,725	2,187,911
4610	1	Sales Tax-building permits	653,465	524,256	742,698	1,105,405	487,375	550,000	417,750	348,125	348,125	487,375	487,375
		TOTAL REVENUES	1,477,175	1,835,716	2,389,729	3,316,431	1,990,875	2,707,000	2,225,750	2,246,525	2,341,445	2,580,361	2,685,010
		EXPENSES											
5038	0	Sidewalks/ADA	93,025	185,371	327,040	143,492	350,000	350,000	300,000	300,000	300,000	300,000	300,000
5233	0	Pavement Maintenance Plan				10,215		10,000					
5235	0	Safe Routes to School			49,262	438,052	20,000	20,000					
5237	0	Transportation (BATS)-Transfer	72,100	72,100	90,000	90,000	50,000	50,000	50,000	50,000	155,000	225,000	225,000
5239	0	Street Improvements	458,550	914,475	750,238	725,010	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
5240	0	Waggener Farm Park Construction (transfer)	31,898	99,869	4,500,000	570,000							
5241	0	Round-a-bout Reconstruction			25,005	191,686	120,000	130,000					
5242	0	Open Space/Trail Acquisition							150,000				
5244	0	I-25 Design, Art and Landscaping		13,395	5,680	5,849	500,000	480,000	750,000				
		Town Park							1,500,000				
5300	0	Bank Fees	212	91	12		60	60	60				
		TOTAL EXPENSES	655,785	1,285,301	5,747,237	2,174,304	2,040,060	2,040,060	3,750,060	1,350,000	1,455,000	1,525,000	1,525,000
		EMERGENCY RESERVES	-	-	-	-	-	-	66,773				
		ENDING SALES TAX FUND BALANCE	3,974,371	4,524,786	1,167,278	2,309,405	2,260,220	2,976,345	1,385,263	2,281,788	3,168,233	4,223,594	5,383,604

There is established a special fund of the Town to be known as the Town of Berthoud Sales and Use Tax Special Fund ("fund"). The 1% increase in each of the sales and use taxes shall be used exclusively for: Maintenance, improvements, paving, overlaying and repairing of streets; for the purchase of land and construction of a building for a municipal recreation center; for the purchase of land to be used as open space and as buffer areas; operation, maintenance, repairs and improvements to the Berthoud Public Library; and for the operation, maintenance, repair and improvements of the Berthoud Area Transportation System.

Effective 1/1/2019: Revenues from the tax increase approved on November 4, 1997, by the qualified electors of the Town of Berthoud may be utilized exclusively for uses presently allowed and for the construction, operation, and maintenance of capital improvements to parks, open spaces, recreation facilities, and trails.

2019 1% SALES TAX FUND													
52-													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
		BEGINNING FUND BALANCE	-	-	1,760,033	21,894,066	6,190,072	6,190,072	4,637,452	1,757,121	2,015,369	2,316,923	2,809,707
00		REVENUES											
4400	0	Sales Tax	-	1,261,272	1,643,387	2,225,447	1,500,000	1,850,000	1,800,000	1,890,000	1,984,500	2,083,725	2,187,911
4400	1	Sales Tax-building permits	-	506,293	742,698	1,081,572	487,375	550,000	417,750	348,125	348,125	487,375	487,375
4450	52	COP Advance	-	-	24,457,930	-	-	-	-	-	-	-	-
4500	1	Recreation Center Memberships	-	-	-	407,955	468,000	630,000	675,000	708,750	744,188	781,397	820,467
4500	70	Recreation Center Memberships-Corporate	-	-	-	3,212	30,000	-	15,000	15,750	16,538	17,364	18,233
4500	2	Recreation Center Daily Fees	-	-	-	54,499	155,000	240,000	240,500	252,525	265,151	278,409	292,329
4500	3	Recreation Center Rentals	-	-	-	7,285	20,000	40,000	45,000	47,250	49,613	52,093	54,698
4500	60	Recreation Center Sponsorships	-	-	-	-	25,000	25,000	25,000	26,250	27,563	28,941	30,388
4500	4	Activity Fee-Senior Activites	-	-	-	-	5,600	5,600	3,000	3,150	3,308	3,473	3,647
4500	5	Activity Fee-Aquatics	-	-	-	10,513	51,000	51,000	58,500	61,425	64,496	67,721	71,107
4500	6	Activity Fee-Fitness	-	-	-	3,515	52,000	52,000	45,600	47,880	50,274	52,788	55,427
4500	7	Activity Fee-Class/Program	-	-	-	840	10,000	10,000	27,000	28,350	29,768	31,256	32,819
4500	8	Activity Fee-Youth Futsal	-	-	-	868	2,700	2,700	2,700	2,835	2,977	3,126	3,282
4500	11	Activity Fee-Adult Basketball	-	-	-	4,016	9,000	9,000	9,000	9,450	9,923	10,419	10,940
4500	12	Activity Fee-Youth Basketball	-	-	-	10,392	12,600	12,600	12,600	13,230	13,892	14,586	15,315
4500	15	Activity Fee-Senior Pickleball	-	-	-	15	1,400	1,400	1,400	1,470	1,544	1,621	1,702
4500	16	Activity Fee-Youth Multi Sport Class	-	-	-	-	1,800	1,800	1,800	1,890	1,985	2,084	2,188
4500	31	Activity Fee-Adult Volleyball	-	-	-	5,168	11,700	11,700	11,700	12,285	12,899	13,544	14,221
4500	32	Activity Fee-Youth Volleyball	-	-	-	1,095	5,200	5,200	5,200	5,460	5,733	6,020	6,321
4500	40	Activity Fee-Senior Volleyball/Basketball	-	-	-	-	-	-	1,500	1,575	1,654	1,736	1,823
4500	45	Activity Fee-Senior Travel	-	-	-	-	-	-	2,000	2,100	2,205	2,315	2,431
4500	54	Activity Fee-Adult Additional Sports	-	-	-	(90)	-	-	1,500	1,575	1,654	1,736	1,823
4500	55	Activity Fee-Youth Additional Sports	-	-	-	850	-	-	-	-	-	-	-
4500	75	Special Events Fee	-	-	-	-	5,400	5,400	7,000	7,350	7,718	8,103	8,509
4563	0	Vending/Inventory Sales	-	-	-	264	16,000	16,000	5,000	5,250	5,513	5,788	6,078
4564	0	Contract Arts Activities	-	-	-	-	-	-	25,750	27,038	28,389	29,809	31,299
4550	31	Transfer from Park Development	-	-	1,540,000	-	-	-	-	-	-	-	-
4550	36	Transfer from Larimer Open Space	-	-	450,000	-	-	-	-	-	-	-	-
4550	40	Transfer from Road Impact	-	-	250,000	-	-	-	-	-	-	-	-
4550	51	Transfer from 1998 1%	-	-	4,500,000	570,000	-	-	-	-	-	-	-
4601	0	Interest	-	11,649	106,242	56,612	2,000	35,000	2,000	2,100	2,205	2,315	2,431
		TOTAL REVENUES	-	1,779,214	33,690,257	4,444,028	2,871,775	3,554,400	3,441,500	3,523,063	3,681,809	3,987,744	4,162,762

04		Recreation Center Senior Activities											
5001	1	Salaries	-	-	-	-	-	-	-	-	-	-	-
5002	1	Employer Contributions	-	-	-	-	-	-	-	-	-	-	-
5003	1	Pension	-	-	-	-	-	-	-	-	-	-	-
5001	2	Salaries-PART TIME/SEASONAL	-	-	-	-	1,300	1,300	1,400	1,470	1,544	1,621	1,702
5002	2	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	130	130	140	147	154	162	170
5020	4	Purchased Services	-	-	-	-	-	-	-	-	-	-	-
5102	1	Supplies (non-office)/Equipment (non-dep)	-	-	-	52	250	250	250	263	276	289	304
		Subtotal	-	-	-	52	1,680	1,680	1,790	1,880	1,973	2,072	2,176
		Senior Frisbee Golf											
5001	14	Salaries-PART TIME/SEASONAL	-	-	-	-	500	500	1,000	1,050	1,103	1,158	1,216
5002	14	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	50	50	100	105	110	116	122
5020	14	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	14	Uniforms	-	-	-	-	-	-	-	-	-	-	-
5048	14	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	14	Equipment/Awards	-	-	-	440	250	250	750	788	827	868	912
		Subtotal	-	-	-	440	800	800	1,850	1,943	2,040	2,142	2,249
		Senior Pickleball											
5001	15	Salaries-PART TIME/SEASONAL	-	-	-	-	300	300	1,100	1,155	1,213	1,273	1,337
5002	15	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	30	30	110	116	121	127	134
5020	15	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	15	Uniforms	-	-	-	-	-	-	-	-	-	-	-
5048	15	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	15	Equipment/Awards	-	-	-	1,668	500	500	500	525	551	579	608
		Subtotal	-	-	-	1,668	830	830	1,710	1,796	1,885	1,980	2,079
		Senior Volleyball/Basketball											
5001	40	Salaries-PART TIME/SEASONAL	-	-	-	-	1,300	1,300	1,100	1,155	1,213	1,273	1,337
5002	40	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	130	130	110	116	121	127	134
5020	40	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	40	Uniforms	-	-	-	-	-	-	-	-	-	-	-
5048	40	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	40	Equipment/Awards	-	-	-	-	250	250	250	263	276	289	304
		Subtotal	-	-	-	-	1,680	1,680	1,460	1,533	1,610	1,690	1,775
		Senior Travel											
5001	45	Salaries-PART TIME/SEASONAL	-	-	-	-	500	500	1,300	1,365	1,433	1,505	1,580
5002	45	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	50	50	130	137	143	150	158
5020	45	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	45	Uniforms	-	-	-	-	-	-	-	-	-	-	-
5048	45	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	45	Equipment/Awards/Fuel	-	-	-	-	250	250	750	788	827	868	912
		Subtotal	-	-	-	-	800	800	2,180	2,289	2,403	2,524	2,650
		04 SUBTOTAL	-	-	-	2,160	5,790	5,790	8,990	9,440	9,911	10,407	10,927

[illegible]

09	Recreation Center Youth Sports												
		General Administration											
5001	1	Salaries	-	-	-	4,351	11,520	11,520	10,174	10,683	11,217	11,778	12,367
5002	1	Employer Contributions	-	-	-	592	2,567	2,567	4,945	5,192	5,452	5,724	6,011
5003	1	Pension	-	-	-	14	576	576	509	534	561	589	618
5008	1	Background/Physicals	-	-	-	-	750	750	750	788	827	868	912
5009	1	Training/Education/Travel	-	-	-	-	-	-	700	735	772	810	851
5010	1	Office Supplies	-	-	-	-	250	250	250	263	276	289	304
5018	1	Publications/Subscriptions/Job Postings	-	-	-	-	250	250	250	263	276	289	304
5020	1	Purchased Services	-	-	-	-	-	-	-	-	-	-	-
5048	1	Safety/First Aid	-	-	-	-	100	100	100	105	110	116	122
5055	1	Clinics	-	-	-	-	600	600	600	630	662	695	729
		Subtotal	-	-	-	4,957	16,613	16,613	18,278	19,192	20,151	21,159	22,217
		Youth Futsal											
5001	8	Salaries-PART TIME/SEASONAL	-	-	-	-	500	500	500	525	551	579	608
5002	8	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	50	50	50	53	55	58	61
5020	8	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	8	Uniforms	-	-	-	-	400	400	500	525	551	579	608
5048	8	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	8	Equipment/Awards	-	-	-	7,579	200	200	300	315	331	347	365
		Subtotal	-	-	-	7,579	1,150	1,150	1,350	1,418	1,488	1,563	1,641
		Youth Basketball											
5001	12	Salaries-PART TIME/SEASONAL	-	-	-	958	2,700	2,700	2,800	2,940	3,087	3,241	3,403
5002	12	Employer Contributions-PART TIME/SEASONAL	-	-	-	76	270	270	280	294	309	324	340
5020	12	Officials	-	-	-	-	3,500	3,500	3,900	4,095	4,300	4,515	4,740
5046	12	Uniforms	-	-	-	-	2,500	2,500	2,900	3,045	3,197	3,357	3,525
5048	12	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	12	Equipment/Awards	-	-	-	69	2,000	2,000	1,600	1,680	1,764	1,852	1,945
		Subtotal	-	-	-	1,103	10,970	10,970	11,480	12,054	12,657	13,290	13,954
		Youth Multi Sport Class											
5001	16	Salaries-PART TIME/SEASONAL	-	-	-	-	700	700	600	630	662	695	729
5002	16	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	70	70	60	63	66	69	73
5020	16	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	16	Uniforms	-	-	-	-	400	400	450	473	496	521	547
5048	16	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	16	Equipment/Awards	-	-	-	-	200	200	200	210	221	232	243
		Subtotal	-	-	-	-	1,370	1,370	1,310	1,376	1,444	1,516	1,592
		Youth Volleyball											
5001	32	Salaries-PART TIME/SEASONAL	-	-	-	-	1,000	1,000	1,000	1,050	1,103	1,158	1,216
5002	32	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	100	100	100	105	110	116	122
5020	32	Officials	-	-	-	-	500	500	450	473	496	521	547
5046	32	Uniforms	-	-	-	-	900	900	900	945	992	1,042	1,094
5048	32	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	32	Equipment/Awards	-	-	-	-	1,000	1,000	1,000	1,050	1,103	1,158	1,216
		Subtotal	-	-	-	-	3,500	3,500	3,450	3,623	3,804	3,994	4,193
		Additional Youth Sports											
5001	55	Salaries-PART TIME/SEASONAL	-	-	-	49	1,000	1,000	1,000	1,050	1,103	1,158	1,216
5002	55	Employer Contributions-PART TIME/SEASONAL	-	-	-	4	100	100	100	105	110	116	122
5020	55	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	55	Uniforms	-	-	-	-	-	-	-	-	-	-	-
5048	55	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	55	Equipment/Awards	-	-	-	400	250	250	250	263	276	289	304
		Subtotal	-	-	-	453	1,350	1,350	1,350	1,418	1,488	1,563	1,641
		09 SUBTOTAL	-	-	-	14,092	34,953	34,953	37,218	39,079	41,033	43,084	45,238

30		Recreation Center Capital Expenditures/Improvements										
5101	0	Office Furniture	-	-	-	110,490	-	-	-	-	-	-
5102	0	Copier	-	-	-	10,500	-	-	-	-	-	-
5301	0	Security System	-	-	-	-	-	-	-	-	-	-
5302	0	Maintenance Equipment	-	-	-	-	13,770	13,770	-	-	-	-
5501	0	Robotic Pool Cleaner	-	-	-	5,034	-	-	-	-	-	-
5601	0	Fitness Equipment	-	-	-	16,484	33,000	33,000	40,000	-	-	-
5602	0	Equipment Replacement	-	-	-	-	20,000	-	40,000	20,000	20,000	20,000
5801	0	Bleachers	-	-	-	9,483	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-
		30 SUBTOTAL	-	-	-	151,991	66,770	46,770	80,000	20,000	20,000	20,000
		RECREATION CENTER OPERATIONS TOTAL EXPENDITURES	-	56	25,022	919,417	1,934,770	1,874,620	2,084,586	2,124,815	2,230,056	2,340,558
35		CERTIFICATES OF PARTICIPATION										
5201	0	Waggener Farm Park Construction	-	19,125	12,220,941	18,102,849	2,100,000	2,100,000				
5254	0	COP Payment	-	-	1,106,994	1,123,000	1,130,400	1,130,400	1,132,000	1,138,000	1,148,200	1,152,400
5255	0	COP Fee	-	-	203,267	2,756	2,000	2,000	2,000	2,000	2,000	2,000
		COP TOTAL EXPENDITURES	-	19,125	13,531,202	19,228,605	3,232,400	3,232,400	1,134,000	1,140,000	1,150,200	1,154,400
		OTHER EXPENSES										
40		Park Improvements										
		Town Park							3,000,000			
50		Trail Improvements										
60		Athletic Fields										
5101	0	Athletic Complex Study	-	-	-	-						
70		Aquatics Other										
		TOTAL OTHER EXPENSES	0	0	0	-	-	-	3,000,000	-	-	-
		TOTAL RECREATION CENTER OPERATING AND OTHER EXPENSES	-	19,181	13,556,224	20,148,022	5,167,170	5,107,020	6,218,586	3,264,815	3,380,256	3,494,958
		EMERGENCY RESERVES	-	-	-	-	-	-	103,245	-	-	1
												2
		ENDING SALES TAX FUND BALANCE	-	1,760,033	21,894,066	6,190,072	3,894,677	4,637,452	1,757,121	2,015,369	2,316,923	2,809,707

1/1/2019: Authorization of new 1% sales tax to finance recreation improvements; for the purpose of funding parks and recreation needs within the town; such tax to consist of a rate increase in the town sales and use tax of 1%; restricted as to use solely for parks and recreation purposes including, but not limited to, expanding and improving the existing town trail system, renovating or replacing existing aquatic facilities, developing constructing and equipping a recreation center and related facilities, and developing constructing and equipping athletic fields; and to the extent that funds are available for the purpose of constructing acquiring equipping and operating park and recreation improvements.

	2018	2019	2020	2021	2022	2022	2023	2024	2025	2026	2027
BEGINNING BALANCE	37910848	50501914	75303662	91245270	105009721	105009721	101651059	77051346	68269703	62455944	71697769
REVENUE	36122253	48800333	69926171	53081593	34133865	43869591	33901016	32761142	34004535	38932665	39737221
EXPENSE	23531187	23998585	53984563	39317142	48872380	47228253	57911289	41542785	39818294	29690839	29107028
EMERGENCY RESERVES	0	0	0	0	0	0	589440	0	0	1	2
ENDING BALANCE	50501914	75303662	91245270	105009721	90271206	101651059	77051346	68269703	62455944	71697769	82327960
ENDING BALANCE VERIFICATION	50501914	75303662	91245270	105009721	90271206	101651059	77051346	68269703	62455944	71697769	82327960
	2018	2019	2020	2021	2022		2023	2024	2025	2026	2027
Valuation	97,985,337	204,767,931	275,956,520	211,195,697	214,167,051						
GENERAL FUND	6.106	6.291	5.188	6.636	6.636						
POLICE SERVICES	3.000	3.000	3.000	3.000	3.000						
REFUND & ABATEMENT	0.030	0.036	0.000	0.033	0.020						
TOTAL MILL LEVY	9.136	9.327	8.188	9.669	9.656						
ACTUALS SF BUILDING PERMITS	525	341	499	511	350		300	250	250	350	350

Changes in 2022 Estimates 11/8 draft vs. 11/22 draft

	Revenue Estimate	Updated Revenue Estimate	Expense Estimate	Updated Expense Estimate	Fund Balance Estimate	Updated Fund Balance Estimate
General Fund	11,636,754		10,758,697		19,288,822	
General Fund		12,202,954		11,220,397		19,393,322
Source of Supply	8,600,000		8,204,510		24,876,984	
Source of Supply		9,540,000		8,203,510		25,817,984
Water Operations	3,521,000		4,028,492		4,578,837	
Water Operations		3,738,000		4,030,992		4,793,337
Water Capital	1,955,882		2,665,060		9,886,746	
Water Capital		2,121,882		2,665,060		10,052,746
Wastewater Operations	2,854,200		4,233,400		3,393,637	
Wastewater Operations		2,862,500		4,166,400		3,468,937
Wastewater Capital	1,560,010		2,235,060		14,017,557	
Wastewater Capital		1,645,010		2,235,060		14,102,557
Storm Water Operations	478,000		252,310		1,481,896	
Storm Water Operations		515,000		252,310		1,518,896
Storm Water Capital	419,000		645,060		3,130,519	
Storm Water Capital		475,000		645,060		3,186,519
Park Development	1,262,300		3,404,060		330,158	
Park Development		1,279,000		2,384,060		1,366,858
Park Dedication	190,500		1,404,760		659,276	
Park Dedication		193,000		1,404,760		661,776
Public Facilities	303,000		460,060		2,196,359	
Public Facilities		306,500		460,060		2,199,859
Conservation Trust	591,500		658,760		163,339	
Conservation Trust		600,000		658,760		171,839
Larimer Open Space	450,000		152,060		1,153,047	
Larimer Open Space		506,500		152,060		1,209,547
Cemetery	76,000		91,984		141,060	
Cemetery		81,345		91,984		146,405
BATS	80,500		251,080		344,273	
BATS		81,500		250,580		345,773
Road Impact	935,000		870,060		4,360,019	
Road Impact		962,000		870,060		4,387,019
MMJ Tax	380,300		390,060		1,096,188	
MMJ Tax		498,000		390,060		1,213,888
1998 1%	2,318,000		2,040,060		2,587,345	
1998 1%		2,707,000		2,040,060		2,976,345
2019 1%	3,210,400		5,107,020		4,293,452	
2019 1%		3,554,400		5,107,020		4,637,452
TOTALS	40,822,346	43,869,591	47,852,553	47,228,253	97,979,514	101,651,059
3,047,245 additional revenue		624,300 less expense		+ 3,671,545		

Changes in 2023 Budget 11/8 draft vs. 11/22 draft

	Expense Budget	Updated Expense Budget	Change to Fund Balance	
General Fund	17,685,931			Reallocation of Recreation salaries, addition to planning, PORT, Tree committees
General Fund		17,721,304	-35,373	
Park Development	60			Fund balance was actually only changed by \$200,000. \$1M was rolled over from 2022 for Bike Park.
Park Development		1,200,060	-1,200,000	
2019 1%	6,250,459			Reallocation of Recreation salaries.
2019 1%		6,218,586	31,873	
			-1,203,500	

Changes Summary:	Addition to Planning Commission	11-11-5022-01	\$	500
	Addition to PORT Committee	11-11-5025-01	\$	1,500
	Addition to Tree Committee	11-11-5026-01	\$	1,500
	Bike Park Rollover from 2022	31-00-5022-02	\$	1,000,000
	Addition to Bike Park	31-00-5022-02	\$	200,000

TOTAL \$ 1,203,500

2023 Budget Summary

	<u>October 8 Budget Presentation</u>	<u>October 22 Updated Budget</u>	<u>Difference</u>
Beginning Fund Balances	97,979,514	101,651,059	3,671,545
Revenues	33,901,016	33,901,016	0
Expenditures	56,707,788	57,911,288	-1,203,500
Emergency Reserves	589,441	589,441	0
Ending Fund Balances	74,583,301	77,051,346	2,468,045