



Board of Trustees Regular Meeting

**807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, August 25, 2026, at 6:30 PM**

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

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

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Approval of the Agenda**
- V. Citizen Participation**
- VI. Scheduled Items and Estimated Times for Discussion**
 - 1. Consent Agenda (5 Min)**

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

 - a. August 11, 2026 Meeting Minutes**
 - b. August 18, 2026 Special Meeting Minutes**
 - c. August Board Report**
 - d. Contract to Purchase Bebo Loveland Lake and Ditch Water Shares**
 - e. Contract to Purchase Hillside Commercial Group, Inc Loveland Lake and Ditch Water Shares**
 - f. Update on Data Center Land Use**
 - g. Jaskowski Open Space Construction Invitation for Bid**

August 25, 2026, Meeting Agenda

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

- h. Arboretum Design Reduction Contract
- i. RAFT Annual Funding Agreement for Transportation
- j. Update on Farmstead 2nd Filing Construction Progress
- 2. **Ordinance 1390 - Approving Ballot Language for the November 3, 2026 Election** (15 Min)
- 3. **Public Hearing: Resolution 2026-21 - Supplemental Budget** (45 Min)
- 4. **Public Hearing: Resolution 2026-22 Approving a Replat of 597 Meadowlark Drive to Amend an Existing Easement** (20 Min)
- 5. **Public Hearing: Resolution 2026-23 Accepting an Addenda to the Comprehensive Plan Regarding Strategic Growth** (15 Min)
- 6. **Introduction and Setting of Hearing Date for Ordinance 1389 Amending Chapter 11 Regarding Wildland-Urban Interface** (5 Min)
- 7. **Elected Official Reports** (20 Min)
 - a. Town Board -
 - b. Mayor -
 - c. Staff - Town Administrator, Attorney

VII. Executive Session

To hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding Golden Eye Investments v. Berthoud, Larimer County District Court Case No. 2026CV30730.

VIII. Adjourn

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	August 25, 2026
Agenda Title/Subject:	Consent Agenda
Type of Item:	Regular Item
Purpose:	The Consent Agenda contains routine items that can be approved with a single action by the Board.
Presented by:	Christian Samora

ATTACHMENTS:

- a. August 11, 2026 Meeting Minutes
- b. August 18, 2026 Special Meeting Minutes
- c. August Board Report
- d. Contract to Purchase Bebo Loveland Lake and Ditch Water Shares
- e. Contract to Purchase Hillside Commercial Group, Inc Loveland Lake and Ditch Water Shares
- f. Update on Data Center Land Use
- g. Jaskowski Open Space Construction Invitation for Bid
- h. Arboretum Design Reduction Contract
- i. RAFT Annual Funding Agreement for Transportation
- j. Update on Farmstead 2nd Filing Construction Progress

BACKGROUND:

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

UPDATE/NEXT STEPS:

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

FISCAL IMPACT AND FUND SOURCE:

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

COMMUNITY TOUCHSTONES:

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

RECOMMENDED ACTION(S):

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

Followed by a second and a vote.



Board of Trustees Meeting Minutes

**807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, August 11, 2026, at 6:30 PM**

8/11/2026 – Minutes

I. Call to Order

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

II. Pledge of Allegiance

Mayor Karspeck led the Pledge of Allegiance.

III. Roll Call

The following Board members were present:

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

The following staff members were present:

Town Attorney Kathryn Sellars
Town Administrator Chris Kirk
Town Clerk Christian Samora
Deputy Town Clerk Lexi Dovel
Larimer County Sheriff Sergeant Justin Williamson
Community Development Director Anne Johnson
Director of Water Utilities, Ken Matthews

IV. Approval of the Agenda

Trustee Grace requested item "7. Adoption of New Municipal Code Section 4.9 Regarding Boards and Commissions - Ordinance 1388" be moved to the beginning of the Agenda.

Trustee Wing moved to approve the Agenda for the August 11, 2026 Town Board Meeting with the following amendment: Item "7. Adoption of New Municipal Code Section 4.9 Regarding Boards and Commissions - Ordinance 1388" be moved to the beginning of the Agenda. Trustee Grace seconded the motion. In a 7-0 voice vote, the motion Passed.

V. Citizen Participation

Marc Sexton spoke regarding the trees in Fickel Park and a program that allows people to purchase trees in memory of a loved one.

Sarah Lincoln spoke in favor of a bond to finance Mountain Vista Park.

Kathy O'Brien spoke regarding a high-speed chase and collision that damaged their property. O'Brien requested repairs to their yard, an adjustment to the speed limit, and the installation of barriers.

Marsha Heineke spoke regarding the need for a Senior Center in Berthoud and the challenges facing seniors in the Town.

VI. Scheduled Items and Estimated Times for Discussion

1. Consent Agenda

**(5
Min)**

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

Trustee Anderson requested item "a. July 28, 2026 Meeting Minutes" be removed from the Consent Agenda for individual consideration.

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

Trustee Anderson requested an amendment to the minutes under item "2. Appointment of Member to Planning Commission" to clarify that the recommendation for appointment was postponed after the interview committee learned of a second upcoming vacancy and determined that recommendations for both vacancies should be considered at the same time.

Trustee Wing moved to approve item "a. July 28, 2026 Meeting Minutes" with the revisions stated by Trustee Anderson. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. In a 7-0 roll call vote, the motion Passed.

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

7. Adoption of New Municipal Code Section 4.9 Regarding Board and Commissions - Ordinance 1388 (15 Min)

Clerk Samora provided an introduction to Ordinance 1388, including background information on the existing ordinances and resolutions governing the Town's Boards and Commissions and the benefits of consolidating them into a single ordinance.

Trustees inquired about staggered terms for commission members, coordination with the upcoming Citizens Academy, excused absences, and the proposed Public Arts Advisory Committee.

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

Trustees discussed the bylaws and mission statements for the boards and commissions.

Trustee Wing moved to adopt Ordinance 1388, an Ordinance of the Town of Berthoud amending Chapter 4 of the Berthoud Municipal Code by the adoption of a new Section 4.9, titled "Boards and Commissions". Mayor Pro-Tem Soricelli-Albrecht seconded the motion. Trustee Murphy proposed an amendment requiring all committees and commissions to review the Ordinance in October and update their bylaws accordingly. Trustee Wing accepted the amendment to the motion. In a 7-0 roll call vote, the motion Passed.

2. Berthoud Main Street Agreement (15 Min)

Administrator Kirk provided an introduction to the proposed agreement with Berthoud Main Street, including the initial funding amount and annual requirements Berthoud Main Street must meet to maintain funding.

The Board inquired about utilizing Berthoud Main Street versus Town staff, metrics for measuring success, and timelines for deliverables.

Mayor Karspeck opened the item to public comment.
Marleene Buttice spoke regarding public perception of the group and stated that she did not believe Berthoud Main Street was ready to receive funding.
Ashley Mueller spoke in support of the agreement and the benefits of Main Street programs.
Whitney Way spoke in support of the agreement and addressed concerns regarding the program boundary.
Christine Torres spoke in support of the agreement and the events organized by Berthoud Main Street, and expressed support for utilizing Main Street rather than Town staff to coordinate these events.
Mayor Karspeck closed public comment.

The Board had further discussion regarding the program boundary.

Trustee Wing moved to approve the agreement between the Town of Berthoud and

Berthoud Main Street and authorize funding in an amount not to exceed \$50,000 for calendar year 2026, with the program boundary adjusted to extend north to Turner Avenue, south to Welch Avenue, east to 1st Street and west to Highway 287. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. In a 6-1 roll call vote, the motion Passed, with Trustee Murphy having the dissenting vote(s).

The Board had discussion regarding Town liaisons to the Berthoud Main Street Board.

Trustee Wing moved to appoint Trustee Grace as the Board liaison and either Brian Dubois or Stephanie Horvath as the staff liaison to represent the Town as a non-voting ex-officio member of the Berthoud Main Street Board. Trustee Murphy seconded the motion. In a 7-0 roll call vote, the motion Passed.

3. Proposition 123 Update (15 Min)

Community Development Director Anne Johnson provided an update on the Town of Berthoud's commitment to Proposition 123 and recommended that the Board approve a second three-year commitment.

The Board inquired about the Town's proposed commitment, changes from the previous three-year commitment, and deed restrictions.

Mayor Karspeck opened the item to public comment.

Christine Torres spoke regarding a property that could potentially be used for attainable housing and discussed deed restrictions.

Marsha Heineke inquired about deed restrictions.

Mayor Karspeck closed public comment.

Trustee Anderson moved to commit to a second three-year commitment and direct staff to file an adjustment waiver as provided in the staff report. Trustee Wing seconded the motion. In a 7-0 roll call vote, the motion Passed.

4. Resolution Supporting Local Planning Capacity Grant Application - Resolution 2026-19 (10 Min)

Community Development Director Anne Johnson provided an overview of Resolution 2026-19, supporting the Town's application for a grant that would be utilized to update the Town of Berthoud Comprehensive Plan.

Trustee Anderson moved to approve Resolution 2026-19, a Resolution of the Town of Berthoud supporting an application to the Department of Local Affairs for a Local Planning Capacity Grant to update the Berthoud Comprehensive Plan. Trustee Grace seconded the motion. In a 7-0 roll call vote, the motion Passed.

Mayor Karspeck called for a 5-minute break.

5. IGA for HICS Legacy Water Treatment Plant Engineering Services (20 Min)

Director of Water Utilities Ken Matthews provided a presentation on the need for a water treatment plant and the proposed partnership with several local communities and water providers.

The Board inquired about the budget, project deliverables, the proposed location of the water treatment plant, and support for potential new communities.

Mayor Karspeck opened the item to public comment.

No one spoke during public comment.

Mayor Karspeck closed public comment.

Mayor Pro-Tem Soricelli-Albrecht moved to approve the Intergovernmental Agreement among Central Weld County Water District, the Town of Berthoud, the City of Dacono, the Town of Frederick, the Town of Johnstown, the Town of Milliken, Left Hand Water District, and Little Thompson Water District, and authorize the Mayor to execute the Agreement on behalf of the Town. Trustee Wing seconded the motion. In a 7-0 roll call vote, the motion Passed.

6. Mountain Vista Park Project Financing Options

(45 Min)

Administrator Kirk provided information on the bond process, including differences in the timeline and financing compared to issuing Certificates of Participation (COP's). Kirk noted that, in order for the bond issue to be placed on the November ballot, a Special Meeting would need to be held on August 18, 2026, to consider approval of Intergovernmental Agreements with Weld and Larimer Counties.

The Board inquired about the cost of a coordinated election, the total cost difference between the financing options, and the process for initiative petitions.

Mayor Karspeck opened the item to public comment.

Angie Rhonke and Joe Rhonke spoke in support of the Mountain Vista Park project and encouraged the Board to proceed in a manner that would expedite the project.

Mayor Karspeck closed the item to public comment.

The Board had further discussion regarding the budget and the differences between bond and COP financing.

Trustee Wing moved to direct staff to proceed with the issuance of Certificates of Participation for the financing of the construction of Mountain Vista Park and to continue preparing the necessary documents for the issuance and closing of the COP's. Trustee Olbricht seconded the motion. In a 3-4 roll call vote, the motion Failed, with Trustee Anderson, Trustee Grace, Trustee Murphy, and Mayor Karspeck voting no.

Trustee Wing moved to direct staff to proceed with the necessary steps to place a bond measure on the November 2026 ballot for the financing of the construction of Mountain Vista Park, including preparation of the required Intergovernmental Agreements with

Larimer County and Weld County and development of the necessary ballot language. Trustee Grace seconded the motion. In a 6-1 roll call vote, the motion Passed, with Mayor Pro-Tem Soricelli-Albrecht having the dissenting vote(s).

8. Elected Official Reports

(20 Min)

a. Town Board -

Trustee Wing reported on the Strategic Planning session and discussed concerns regarding micromanagement. Wing also reported on the Motorcycle Rally event in Sturgis, SD and inquired about the possibility of hosting a large event in Berthoud.

Trustee Anderson reported on the recent Historic Preservation Advisory Committee meeting, including discussions regarding the previous walking tour and the upcoming walking tour with the Berthoud Historical Society, as well as water tower signage and the committee's goals. Anderson reported on the Library Book Sale on August 15, The Berthoud Historical Society Fundraiser on August 20, The Chamber of Commerce After-Hours event on August 27, and the Berthoud Habitat for Humanity Gala on October 10.

Trustee Grace reported on the recent National Night Out event. Grace also reported on the recent PORT Committee meeting, including an America in Bloom presentation and several member resignations, and relayed the Committee's recommendation that the Town Board make decisions and follow through with them. Grace discussed the potential for incorporating passive museums into the Town and reported on a meeting with ClearGov at the Colorado Municipal League (CML) conference.

Trustee Murphy requested that Ordinance 1388 regarding Boards and Commissions be sent to the various commissions and committees.

Mayor Pro-Tem Soricelli-Albrecht discussed challenges facing senior citizens, the recent citizen requests for a senior center and the relation to the Sonoco building project.

Trustee Wing inquired about Town expenditures on the Mountain Vista Park project to date, the gates in the Heron Lakes community, and the Town's available remedies regarding the lack of landscaping at the Heron Lakes entryway.

b. Mayor -

Mayor Karspeck provided updates on the Larimer County Behavioral Health Policy Council, the North Front Range Metropolitan Planning Organization, and on the Front Range Passenger Rail. Karspeck reported on the recent National Night Out event and the landscaping at Fickel Park.

c. Staff - Town Administrator, Attorney

Administrator Kirk reminded the Board of the upcoming Study Session on August 18 to discuss the Strategic Plan and the Special Meeting that will take place at 6:00 pm prior to the Study Session to consider Intergovernmental Agreements related to the bond for Mountain Vista Park. Kirk reported on the upcoming Civic Academy beginning September 17, 2026. Kirk reported on

property issues at Highway 287 and Berthoud Parkway and provided an update on County Line Road.

VII. Executive Session

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

Trustee Anderson moved to go into Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. 24-6-402(4)(b), concerning the Revere development. Trustee Grace seconded the motion. In a 7-0 roll call vote, the motion Passed.

Trustee Grace moved to extend the meeting past 9:30 pm. Trustee Anderson seconded the motion. In a 7-0 voice vote, the motion Passed.

VIII. Adjourn

The meeting was adjourned at 9:45 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor



Board of Trustees Meeting Minutes

**807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, August 18, 2026, at 6:00 PM**

8/18/2026 – Minutes

I. Call to Order

Mayor Karspeck called the meeting to order at 6:03 PM.

II. Pledge of Allegiance

Mayor Karspeck led the Pledge of Allegiance.

III. Roll Call

The following Board members were present:

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

The following staff members were present:

Town Administrator Chris Kirk
Town Clerk Christian Samora
Deputy Town Clerk Lexi Dovel

IV. Approval of the Agenda

Trustee Wing moved to approve the meeting agenda for the August 18, 2026 Special Town Board Meeting. Trustee Anderson seconded the motion. In a 7-0 voice vote, the motion Passed.

V. Scheduled Items and Estimated Times for Discussion

1. Intergovernmental Agreements for November 3, 2026 Coordinated Election (15 Min)

Clerk Samora provided an introduction to the Intergovernmental Agreements with Larimer and Weld Counties regarding the coordinated election in November.

The Board inquired about election costs.

Trustee Anderson moved to approve the Intergovernmental Agreements with Larimer County and Weld County for the conduct of the November 3, 2026 General Election and authorize the Mayor to execute the agreements on behalf of the Town. Trustee Wing seconded the motion. In a 7-0 roll call vote, the motion Passed.

VI. Adjourn

The Special Meeting was adjourned at 6:09 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

Berthoud Board Update

August 2026



SEPTEMBER EVENTS

BERTHOUD MARKET

Every Saturday Through September 26

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

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

[More information](#)

BERTHOUD ART WALK & WILDFIRE STREET FEST

Saturday, September 5

Art Walk: 11:00 AM - 4:00 PM

A community celebration of local art, creativity, and downtown Berthoud. Explore artists hosted by local businesses throughout downtown, discover galleries and public art, and meet the talented artists who help make our community unique.

Wildfire Street Fest: 4:00 - 9:00 PM

An evening of art, music, food, and community

[More information](#)

FATHER-DAUGHTER DANCE

Saturday, September 26

Berthoud Recreation Center | 6:000 - 8:00 PM

Dance to a live DJ, enjoy a photo booth, and light refreshments at the masquerade ball. This night is all about connection, laughter, and time together you will both remember.

[More information](#)

PROJECTS

Submitted By Daniel Buendia, Project Engineer

Summary of Public Works Projects for July

Parks & Open Space

- Arboretum and MVP Projects were presented to the Board on 7/28. The Value Engineering (VE) exercises for each project returned a substantially less expensive budget estimate while retaining the intent and function as originally designed.
- Staff met with a local disc golf club to set up designs for the Jaskowski course.

Road & Sidewalks

- The 2026 Roadway and Sidewalk Improvements Projects are nearing the asphalt phase. Concrete work has been completed in Old Town and Fickel subdivision as well as Gateway Park.
- A new sidewalk is being installed on North Berthoud Parkway to connect Hammond Farms to US 287.
- A sidewalk will be installed on Bunyan Ave to connect the south side of the street.

Storm Drainage

- Serenity Ridge Drainage Project has been approved by the Board, and the contractor will provide a tentative schedule in early August.

Progress photos of the sidewalk installation along North Berthoud Parkway.



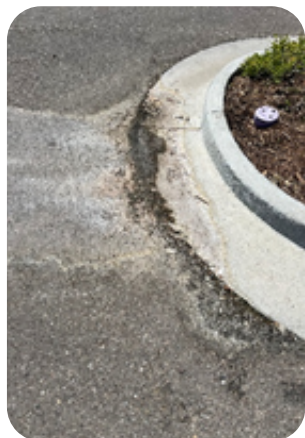
South view





North View

The pickleball court at Pioneer Park was completed with beautiful plantings by the Forestry and Open Space team and followed with professional sod installation.



Berthoud Concern reports (BRAC) are quickly assessed by staff, and plans to correct these issues are devised and communicated to the residents.



FORESTRY / OPEN SPACE

Submitted By Paul Furnas, Town Forester

In July, Berthoud's Forestry department continued work on expanding drip systems to incorporate more unirrigated trees to a nearby system, as well as expanded drip rings around trees. Forestry staff kept our town trees clear of broken branches after a handful of summer thunderstorms. They also took on the large project of remulching town trees. Open Space staff have been keeping up with weed management, completed a project of moving the south reservoir access gate, finished the last maintenance tasks at the Bike Park, completed irrigation repairs, and completed trail upgrades. Forestry staff assisted the water department with the bucket truck to complete a repair. Forestry staff identified a dangerous tree in Old Town that needed to come down, and worked with the property owner to get the tree down in a timely manner.



A handful of thunderstorms over July have resulted in some broken branches and trees around town. Forestry staff assisted the Water Department in clearing a broken tree off the Town's southern lift station.



Forestry- Tree drip line upgrades

Forestry staff have identified trees in need of irrigation upgrades, or good candidates to add to nearby systems that were otherwise unirrigated and watered by hand

At a lot of our older drip systems, the drip line size is a little outdated for how big the trees have grown to. Part of these upgrade overhauls were expanding drip rings for our more mature trees. Remember to water at the tree's drip line.



Forestry - Dangerous Tree ordered to be removed

A dangerous splitting tree was ordered to be removed before any further failure occurred. The tree was located in old town off of Massachusetts Ave.





South Reservoir Gate Has Been Moved
The location of the south gate for the Berthoud Reservoir was problematic, being farther from 10E. People directed to the Reservoir might find themselves on this narrow access road and would have to back all the way out to return to 10E. Open Space moved the gate from its original location, almost out of sight from the county road, to a new location as far away from the road as they could place it while still allowing maintenance access for equipment.



Weeds are managed throughout Town. Our more sensitive gardens and landscaping areas are pulled by hand.



Open Space - Final touches on Bike Park
The last features to be touched up at the Bike Park were finished up in July. The berms around the slalom line were rebuilt and solidified.



Open Space - Trail repairs and fixes
Open Space staff fixed tripping hazards on soft surface trails in multiple areas around town.



STREETS DEPARTMENT

Submitted By Brandon Keegan, Streets Supervisor

During July, the Streets Department stayed busy with road repairs, storm drain work, mowing, traffic safety, and community events.

Crews helped get ready for the July 3rd celebration by setting out cones, barricades, and message boards. They also fixed potholes on Bunyan Avenue, cleaned out storm drains after heavy rain, and cleaned the storm drain pan and outlet at Collins Park.



July 3rd- Streets crew set out traffic cones for the July 3rd celebration



Berthoud Recreation Center- Streets crew placed road base next to the parking stalls and sidewalk to help reduce tripping hazards



Collins Park- Streets crew cleaned the storm drain pan and outlet structure

Water plant- Streets crew assisted the water plant each week by adding powdered activated carbon (PAC) to the water treatment system

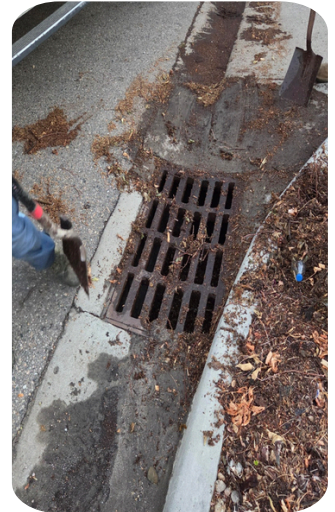


Welch & 7th Street- Streets crew continued identifying intersections where vehicles parked too close to corners, which created visibility concerns. Parking restrictions were implemented at Welch Avenue & 7th Street to improve sight distance and enhance safety for both drivers and pedestrians





Nebraska & S.E. 4th- Streets crew mowed and weed-trimmed along Nebraska Ave and the detention runoff area. 1st Street- Streets crew mowed and weed-trimmed the ditch along 1st Street



3rd Street & Bimson Ave.- Streets crew weed trimming along the curb line. Mountain Ave- Streets crew weed trimmed the median. **Storm Drains-** Streets crew cleaned storm drains following a heavy evening downpour.



Spartan & 9th Streets crew installed new stop bars throughout town to replace faded pavement markings.

Sign installation: Streets crew replaced faded traffic signs throughout town



RECREATION

Submitted By Steve Hensley, Director of Recreation Services

Operations

During the month, the Operations team recognized employee milestones by presenting anniversary cards to staff celebrating more than four years of service. The Recreation Center also celebrated a significant achievement, with six Guest Services staff members continuing to serve since the facility's grand opening, reflecting the team's stability and commitment to providing excellent customer service. Operations staff played a key role in supporting the Town's July 3rd celebration by coordinating vendor arrivals, assisting with event setup, and ensuring vendors were directed to the appropriate locations to help the event run smoothly.



Sports & Programs



Sports wrapped up another successful summer, highlighted by eight weeks of camp with more than 275 registrations, averaging 30 campers each week. Campers enjoyed crafts, new and classic games, visits to local parks and Turner Middle School track, and a special visit from the Berthoud firefighters, making it a memorable summer for both staff and participants. We also celebrated local creativity by presenting custom skateboard decks to the winners of our Skateapalooza design contest, showcasing the incredible artistic talent in our community.



Fitness

The Fitness Department continued to see strong participation throughout July while expanding wellness opportunities for the community. Staff also supported community health initiatives by hosting a successful American Red Cross Blood Drive, offering Chair Yoga sessions at the Berthoud Market, and presenting a Wellness Wednesday posture workshop that encouraged healthy movement and injury prevention. These accomplishments reflect the department's continued success in providing diverse wellness opportunities while expanding participation in fitness programs that meet the needs of the Berthoud community.



Aquatics



July was a busy month for the Aquatics Department, with 266 participants enrolled in swim lessons, including 16 private lesson registrations, providing valuable water safety and skill development opportunities for the community. The department also launched its Junior Lifeguard Camp, introducing youth to lifeguarding skills and helping build a future pipeline of qualified lifeguards for the Recreation Center. The Aquatics team also certified 12 participants through the American Red Cross Babysitting Course, expanding youth safety education opportunities within the community.



Marketing

The Marketing Department focused on increasing community awareness of Recreation programs, events, and services through enhanced digital communication and community partnerships. Marketing efforts supported several successful summer initiatives, including the Firework Color Run, the Berthoud Market, and promotion of the upcoming End of Summer Bash, helping increase community engagement throughout the month. The release of the new 2026 Fall Activity Guide provided residents with easy access to upcoming programs and activities through both print and digital formats, making registration more convenient and expanding awareness of Recreation offerings. Staff also began planning for the Recreation Center's upcoming five-year anniversary celebration



COMMUNITY DEVELOPMENT

Submitted By Anne Johnson, Community Development Director

Building Division data for July 2026



New Residential

July 2026: 12

YTD: 76



New Commercial

July 2026: 3

YTD: 15



Total Number of Permits

July 2026: 303

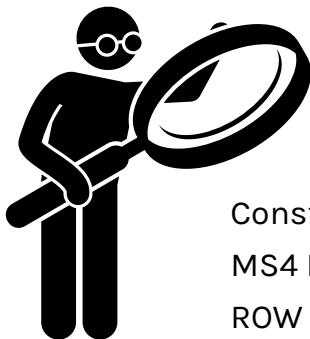


Total Valuation

\$31,148,896.00

The June hail storm has created a flurry of building permit activity in July. More than 300 building permits were issued which is the busiest month for building permits since record-keeping was initiated in July, 2013. A total of 76 new residential permits has been issued in 2026 and the trend looks as if there will be fewer residential building activity in 2026 than in 2025.

The Berthoud Building Division hosts three B4 events each year. B4 stands for Berthoud Builder Breakfast Burritos and is an opportunity to discuss common questions, policy and to build a relationship with the Berthoud building community. The themes discussed at the August 4 B4 meeting included grading, drainage and stormwater quality as well as the use tax collected at the time of permit. The attendees present appreciated the information provided. The next B4 event will be held later this fall.



Engineering

Construction Site Inspections: 87

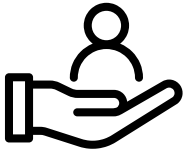
MS4 Inspections: 64

ROW Permits Processed: 0

The Town is launching the creation of our new asset management and permitting platform. The asset management component will roll out first and while it is in custom construction, the team will then turn to get the permitting platform in construction. Construction is anticipated to take approximately 18 months for the full launch. The reason this is taking time is that the selected vendor will be providing training to the Town, customization, and the movement of documents over to the platform. This unified platform will link multiple department for enhanced internal and external communication.



Planning

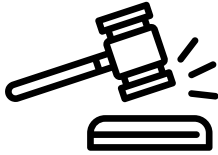


Public Assistance

Emails: 5,596

Phone calls: 71

Site Visits: 3



Pre-Application meetings: 1

Public Hearings/Applications presented: 6

Codes/Comp Plan Action Items in process: 3

Applications in Process: 36

Continue to check the Development Activity Map to have an insider's peek at what is in development review or under construction. The link is provided here: [Current Development Review Projects | Berthoud, CO](#)

To understand the development, engineering and building permit review process, see the new process flow videos here: [Planning Department | Berthoud, CO](#)

The Town is preparing a Public Art Master Plan which will be presented to the Town Board in early Fall. See the project site here for more information: [Public Art Master Plan | Berthoud, CO](#)

The Town has recently adopted a Historic Preservation Master Plan and this Plan is being used to establish new activities to enhance preservation activities and promote of Town's history. Find the Plan here: [Historic Preservation Advisory Committee | Berthoud, CO](#)



PARKS / CEMETERY

Submitted By Sami Kouns, Parks Supervisor

Parks/Cemetery July 2026 Highlights

July was a busy and productive month for the Parks Department as staff balanced the Town's annual July 3rd Celebration with seasonal maintenance, facility improvements, and park enhancement projects. Parks staff played a vital role in preparing for, supporting, and cleaning up after the community celebration while ensuring parks remained clean and welcoming throughout the event. Despite one of Colorado's hottest Julys on record, staff maintained healthy parks through efficient irrigation management and consistent mowing. Overall, July reflected the Parks Department's continued commitment to maintaining safe, attractive, and functional parks and facilities while improving operations for the benefit of the Berthoud community.



The Parks Department plays a significant role in preparing for the 3rd of July event. Responsibilities include setting up the beer garden, delivering and placing picnic tables, mowing and cleaning the park grounds, and installing light towers for use following the fireworks display. During the event, staff was responsible for emptying trash receptacles, monitoring event areas, and helping ensure the event runs as smoothly as possible. Once the fireworks concluded and the event ended, the Parks Department completed the event teardown. This included removing the beer garden fencing, reopening the pickleball courts, returning the picnic tables to Bein Park, and collecting all remaining trash throughout the Waggener Farm Park Recreation Center, the Turner Middle School track, and the football field.



Despite the extreme heat, the Town of Berthoud's irrigated turf areas remained healthy through consistent irrigation, ongoing system repairs, and periodic rainfall, resulting in rapid turf growth throughout the park system.



With assistance from Danny, the Public Works Project Engineer, the previously damaged electrical wiring was repaired, allowing the Parks Department to complete the installation of the fountain at Pioneer Park.

In addition to enhancing the appearance of the pond, the fountain provides important aeration that helps improve water quality by reducing stagnation and limiting algae growth. This is especially beneficial now that many of the surrounding irrigation systems utilize the Pioneer Pond as a non-potable water source.





Parks – Facility Maintenance

Several facility improvements were completed during July to enhance security, reliability, and long-term maintenance. At Pioneer Park, new coded door locks were installed on the restroom entrances, allowing staff to automatically schedule opening and closing times. These locks match those already in use at Fickel Park and the new Town Park restrooms. Additional locks have been purchased for the Bein Park restrooms and are planned for installation on the original Town Park restroom building.

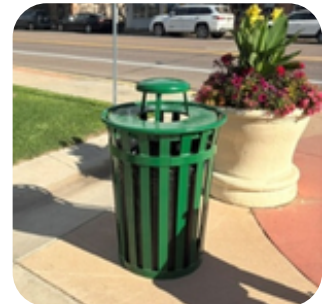


Parks – Fickel Park Picnic Tables

One of the Parks Department's second-quarter goals for 2026 was to improve the picnic areas at Fickel Park by making them ADA accessible. Staff carefully selected new locations that would provide convenient sidewalk access, maximize shade, and avoid conflicts with the irrigation system. Staff then removed the existing sod with a rented sod cutter and reused it to restore the original picnic table locations. Landscape edging was installed to define each space before a stabilized crusher fines surface was added, watered, and compacted to create a durable, accessible foundation. The project was completed by installing new picnic tables, providing park visitors with improved, ADA-accessible seating that is both functional and visually appealing.



Earlier this year, the Parks Department purchased eight new 30-gallon trash receptacles to replace the aging pole-mounted trash cans along Mountain Avenue. Following the July 3rd Celebration, staff completed the installation of the new receptacles at key downtown intersections along Mountain Avenue between 2nd and 5th Streets.



July was another busy month at Green Lawn Cemetery, with staff completing numerous irrigation repairs, routine mowing, and assisting with three burials. Irrigation work included repairing in-ground lines, fixing above-ground piping in the Uprights Section, and replacing a damaged vertical hydrant connected to the main irrigation line.



WATER/WASTEWATER

Submitted By Tyler Carpenter, Water Operations Manager

Water/Wastewater Operations Summary

Major work included cross-connection canvassing, distribution system bacteriological sampling, lift station wet-well maintenance, installation of an emergency bypass valve at the Heron Lakes Lift Station, and several water/sewer infrastructure repairs.



Heron Lakes Lift Station Emergency Bypass Valving

Staff also completed eight new meter installs, 9 nine repairs, 35 non-reads, and 47 shutoffs. The crew also handled 371 utility locates, including 22 emergency tickets, and responded to seven Berthoud Report a Concern (BRAC) service calls related to pressure and high water usage.



CLERK'S OFFICE

Submitted By Christian Samora, Town Clerk

July 2026



Passports

July 2026: 45

YTD: 452



Municipal Court

New Cases: 94

Open Cases: 282



Code Violations

July 2026: 202

YTD: 907



Open Records Requests

July 2026: 38

YTD: 150

2025 Total: 182

77% of Open Records Requests
are fulfilled within 24 hours.



BOARD OF TRUSTEES INFORMATION



UTILITIES

Meeting Date:	August 25, 2026
Agenda Title/Subject:	Contract to Purchase Bebo Loveland Lake and Ditch water shares
Type of Item:	Consent Agenda
Purpose:	Approve the contract to purchase 2.56 shares of Loveland Lake and Ditch Company
Presented by:	Alex Tennant, Water Resources Administrator

ATTACHMENTS:

- Contract to Purchase Bebo Loveland Lake and Ditch shares

BACKGROUND:

Mr. Bebo approached Town staff regarding the desire to sell his remaining shares in the Loveland Lake and Ditch Company (LLDC). The shares historically irrigated a portion of what is now the Farmstead neighborhood. Consistent with the 2020 Water Resources Master Plan, the Town has prioritized acquiring LLDC shares as they become available. This purchase supports the Town's ongoing efforts to increase and secure raw water supplies for non-potable irrigation. Loveland Lake serves as the Town's primary storage facility for non-potable water and will play a critical role in the development of a regional non-potable water distribution system.

UPDATE/NEXT STEPS:

Finalize due diligence and close on the purchase.

FISCAL IMPACT AND FUND SOURCE:

Cost: \$153,600. Each share is \$60,000 and will come from fund 20-00-5123-2: Water Purchases

COMMUNITY TOUCHSTONES:

Provides additional water supply for the Town's portfolio which provides water to multiple parks, ballfields, and landscapes both current and planned in the future.

RECOMMENDED ACTION(S):

(1) To recommend that the board approve the contract to purchase the Bebo Loveland Lake and Ditch water shares; and (2) Authorize the Town Administrator to execute an agreement substantially in the form of the attached Contract and to authorize the Town Administrator to execute any other documents necessary to effectuate the purchase of the water shares.

CONTRACT TO BUY AND SELL WATER RIGHTS
(Bebo)

1. PARTIES AND WATER RIGHTS. The TOWN OF BERTHOUD, a municipal corporation ("Buyer"), agrees to buy, and the undersigned sellers, LAWRENCE BEBO and JACQULYN BEBO, individuals with an address of P.O. Box W, Berthoud, CO 80513 (collectively "Seller") agree to sell, on the terms and conditions set forth in this Contract to Buy and Sell Water Rights ("Contract"), the following described water rights:

Seller's shares in the Loveland Lake and Ditch Company ("LLDC"), which is comprised of two and fifty-six hundredths (2.56) shares of stock, represented by Stock Certificate No. 1047 ("Water Rights"), a copy of which is attached hereto and incorporated by reference herein as **Exhibit 1**, water associated from which has been used to irrigate the lands described in **Exhibit 2** (the "Property") attached hereto and incorporated by reference herein.

The Buyer and Seller may also be referred to herein individually as a "Party" and collectively as "Parties."

2. PURCHASE PRICE. The purchase price shall be Sixty Thousand Dollars (\$60,000.00) per share for a total of One Hundred Fifty-Three Thousand and Six Hundred Dollars (\$153,600.00) for the Water Rights ("Purchase Price").

3. NOT ASSIGNABLE. This Contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

4. EVIDENCE OF TITLE. Buyer shall obtain, at Buyer's expense, an Ownership and Encumbrance Report ("O&E Report") for the lands which have historically been irrigated by the subject Water Rights described in Paragraph 1 above, within fourteen (21) days after execution of this Contract ("Title Deadline") to determine whether any encumbrances on the Water Rights are set forth therein. Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of

exceptions ("Exceptions") in the O&E Report also be furnished to Buyer at Buyer's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The Buyer may also conduct a search of the records of the Colorado Secretary of State to determine whether encumbrances on the Water Rights exist, at Buyer's expense ("UCC Report"). The Buyer may also conduct a search of the records of the LLDC to determine whether encumbrances on the Water Rights exist and whether Seller has clean title to the Water Rights. The O&E Report, UCC Report, and LLDC records, together with any copies or abstracts of instruments furnished pursuant to this Paragraph 4 constitute the title documents ("Title Documents"). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than five (5) calendar days after Title Deadline.

5. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller within fourteen (14) days after Buyer's receipt of the Title Documents. If Seller does not receive Buyer's notice on or before said date, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory subject to Paragraph 5(d) hereof.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before the Title Deadline set forth in Paragraph 4, true copies of all lease(s) in Seller's possession pertaining to the Water Rights and shall disclose to Buyer all liens or other title matters not shown by the public records of which Seller has actual knowledge. Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller within fourteen (14) days of Buyer's receipt of such documents. If Seller does not receive Buyer's notice by said date, Buyer accepts title to such rights, if any, of third parties of which Buyer has actual knowledge, subject to Paragraph 5(d) hereof.

(c) Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable efforts to correct said unsatisfactory title condition(s)

within fourteen (14) days of receipt of such notice ("Cure Period"). If Seller fails to correct said unsatisfactory title condition(s) during the Cure Period, this Contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, within fourteen (14) days after the Cure Period, waive objection to said unsatisfactory title condition(s), subject to Paragraph 5(d) hereof.

(d) Updated Title Documents. Buyer may obtain an updated O&E Report dated the day of closing of this transaction ("Closing"), at Buyer's expense. The Buyer may also obtain an updated UCC Report at Closing. In the event that encumbrances appear in said updated Title Documents that did not appear in the original Title Documents, Buyer shall have the right to terminate this Contract and all rights and obligations hereunder shall become void.

6. INVESTIGATIONS OF HISTORICAL USE OF WATER RIGHTS. Buyer shall have the right to investigate the historical delivery and use of the Water Rights and all related matters, including but not limited to LLDC agreements, facilities and records ("Water Right Investigations"), and Seller hereby agrees to assist in said Water Right Investigations at no cost to Seller. In the event that, based on those Water Right Investigations, Buyer determines in its sole discretion that the Water Rights are unsuitable for use by Buyer, Buyer may provide written notice to Seller of the unsuitability of the Water Rights, at Buyer's sole discretion, signed by or on behalf of the Buyer and delivered to Seller within forty-five (45) days after execution of this Contract. Upon Seller's receipt of said notice, Seller shall have the opportunity to cure any defects identified in the written notice, to Buyer's satisfaction, within thirty (30) days after receipt of said notice ("HCU Cure Period"). If any such defects are not cured by the end of the HCU Cure Period, this Contract shall automatically terminate, however, Buyer may, by written notice received by Seller prior to the end of the HCU Cure Period waive any objection to said unsatisfactory condition(s).

7. HISTORICAL USE AND DRY-UP. The Water Rights have historically been used for irrigation purposes on the Property. Buyer and Seller will cooperate to draft a Historical Use Affidavit based on the information provided and obtained during the Water Right Investigations. No later than fourteen (14) days after the conclusion of the Water Right Investigations, Seller will provide to the Buyer a Historical Use Affidavit, in a form acceptable to the Buyer and containing at a minimum the information shown on **Exhibit 3**, that has been executed by Seller and/or a person having personal knowledge of historic irrigation practices on the Property, or at other locations of irrigation use. In

the event that the Buyer determines that the Seller can convey to the Buyer a Dry-Up Covenant and that the Seller is willing to do so, the Parties shall work to draft a Dry-Up Covenant satisfactory to the Buyer and such Dry-Up Covenant shall be executed by the Seller and delivered by the Seller to the Escrow Agent not less than three (3) business days prior to Closing.

8. WARRANTIES AND ASSESSMENTS. Seller warrants that it has good and sufficient title to the Water Rights, the right, privilege, and authority to sell the same, that there are no liens or encumbrances of any kind against the Water Rights, and that all assessments (up to and including the 2026 water year) are paid.

9. TRANSFER OF TITLE TO WATER RIGHTS. Subject to tender of payment as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Special Warranty Deed to Buyer conveying the Water Rights free and clear of all liens, encumbrances and past assessments, in substantially the form attached hereto as **Exhibit 4**. There shall be no proration of assessments for the year 2026. Seller shall also execute a Stock Assignment, in substantially the form attached hereto as **Exhibit 5**. Buyer shall pay any transfer fees and outstanding assessments due to LLDC prior to Closing.

10. ESCROW. The following shall be deposited into escrow within fourteen (14) days of execution of this Contract:

- (a) The Purchase Price of \$153,600.00, by Buyer;
- (b) The original Stock Certificate No. 1047 by Seller, however, the assignment terms on the back of the certificate shall remain unsigned until Closing;
- (c) The executed Stock Assignment referenced in Paragraph 9, by Seller; and
- (d) The executed Special Warranty Deed referenced in Paragraph 9, by Seller.

The Escrow Agent shall be Land Title Guarantee Company ("Escrow Agent"), and the funds and documents shall be held by Escrow Agent pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit 6**.

11. CLOSING. Closing shall occur after completion of Buyer's Water Right Investigations described in Paragraph 6 above and upon a date mutually agreed to by the Parties. At Closing, Escrow Agent shall (1) distribute the Purchase Price to Seller; (2) deliver the original Stock Certificate, which shall be signed by the Seller confirming

the assignment of the Water Rights, an executed Stock Assignment, and the executed Special Warranty Deed for the Water Rights to Buyer.

12. STOCK CERTIFICATE. Buyer shall be solely responsible for working with LLDC after Closing to obtain the issuance of a new unencumbered Stock Certificate to the Water Rights in the name of Buyer.

13. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid within thirty (30) days of execution of this Contract, unless otherwise agreed to in writing by the Parties.

14. CLOSING COSTS, DOCUMENTS, AND SERVICES. Buyer shall pay all transfer fees associated with the conveyance of the Water Rights. Buyer shall be solely responsible for the \$400 escrow fee.

15. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) If Buyer is in Default:

Seller may elect to treat this Contract as canceled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this Contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

(b) If Seller are in Default:

Buyer may elect to treat this Contract as canceled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(c) Costs and Expenses.

Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this Contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

16. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that this document has important legal consequences and that the examination of title and consultation with legal and tax or other counsel is recommended before signing this Contract.

17. TERMINATION. In the event this Contract is terminated, all payments and things of value received hereunder shall be returned and the Parties shall be relieved of all obligations hereunder.

18. NOTICE TO BUYER. Any notice to Buyer shall be effective when received by Buyer.

19. NOTICE TO SELLER. Any notice to Seller shall be effective when received by Seller.

20. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

21. ENTIRE AGREEMENT. This Contract constitutes the entire Contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract.

22. BOARD APPROVAL. This Contract and all obligations hereunder are expressly contingent on the Berthoud Board of Trustees affirmatively ratifying its execution by the Town Administrator through a motion approved by _____, 2026.

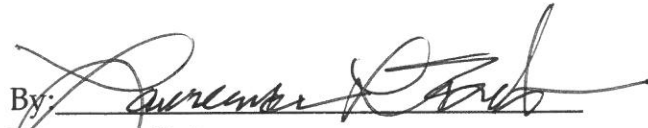
BUYER: TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

Date of Buyer's Signature: _____

Buyer's Address: 807 Mountain Avenue, P.O. Box 1229, Berthoud, Colorado, 80513

SELLER:

By: 
Lawrence Bebo

By: 
Jacquelyn Bebo

Date of Seller's Signature: 7-31-24

EXHIBIT 1
WATER SHARES CERTIFICATE

EXHIBIT 2
PROPERTY DESCRIPTION

North ½ of Section 24, Township 4 North, Range 69 West

HISTORICAL USE AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

I, Lawrence Bebo, of lawful age and being first duly sworn upon oath,
deposes and says:

I. WATER RIGHTS

- A. Loveland Lake and Ditch Company ("LLDC") Share Certificate No. 1047.
- B. Total number of LLDC shares used on property: 2.56.
- C. Total number of years the LLDC share(s) were used on the Property:
Since 2018.
- D. Was there a supplemental water supply used on the property? (Please specify supplemental water used and the percentage of irrigation demand supplied by supplemental water.): Handy Water 50%.
- E. Total number of lateral or carriage ditch company shares associated with LLDC share(s) and the property: Lake Loveland.

II. IRRIGATED LAND

- A. Number of Acres: 200 Acres.
- B. Description of land irrigated by water rights listed above (e.g., soils, slope, drainage): Slope.
- C. Crops Irrigated (type, number of acres): Corn, Sugar beets, Barley 200 Acres

D. Status of water supply. Was there a full water supply on the property? (e.g., water supply was not full; or the percentage of crop demand supplied by the LLDC shares):

Water Supply was full.

E. Method of Irrigation (e.g. flood, sprinkler, drip): Sprinkler.

III. SUMMARY

A. Length of time Affiant irrigated using the LLDC shares: Since 2018.

B. Name(s) and address(s) of all other known individuals who irrigated using the subject LLDC shares: Lawrence Bebo.

The undersigned, Lawrence Bebo, whose address is 20440 Spanish Ave. Ct. Berthoud, being 18 years of age and having personal knowledge of the irrigation of the previously described lands by virtue of being the owner(s) and/or person(s) who have irrigated those, being first duly sworn, hereby states that to the extent of my/our knowledge, the listed LLDC shares and historical use of said shares as set forth on the Statement attached hereto, constitute the beneficial use of the aforementioned water rights associated with the LLDC shares and there has been no intent to abandon such water rights.

Further affiant sayeth naught.

By: [Signature]

STATE OF COLORADO)
COUNTY OF Larimer) ss.

The foregoing instrument was acknowledged before me this 31st day of July, 2026, by Lawrence Bebo.

Witness my hand and official seal.

My commission expires: 04/03/2030

[Signature]

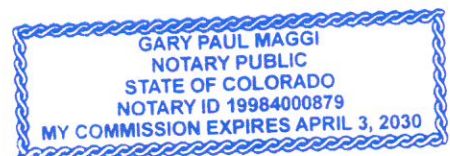


EXHIBIT 4
SPECIAL WARRANTY DEED

THIS DEED is made this ____ day of _____, 2026, between **LAWRENCE BEBO and JACQULYN BEBO**, individuals with an address of P.O. Box W, Berthoud, Colorado 80513 (collectively "Grantor") and the **TOWN OF BERTHOUD**, a Colorado municipal corporation, having an address of 807 Mountain Avenue, Berthoud, CO 80513 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Hundred Fifty-Three Thousand and Six Hundred Dollars (\$153,600.00) and other consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, sold, and conveyed, and does hereby grant, sell, convey, and confirm unto Grantee, its successors and assigns forever, all the water rights situate, lying and being in the County of Larimer, State of Colorado, described as follows (the "Water Rights"):

- (1) All water and water rights represented by the following shares of stock (collectively the "Shares"):

Two and fifty-six hundredths (2.56) shares of stock in the Loveland Lake and Ditch Company, represented by Stock Certificate No. 1047;
and

- (2) All beneficial right, title and interest, if any, in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates and all other assets, rights, title, or interests represented by the Shares.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the Water Rights, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Water Rights with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for the Grantor and its heirs, successors, and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the Water Rights in the quiet and peaceable possession of the Grantee, and the Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor.

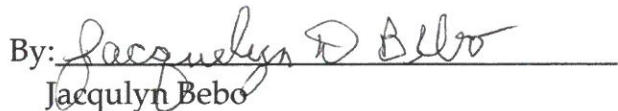
EXHIBIT 5
STOCK ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, adequacy, and sufficiency of which are hereby acknowledged, **Lawrence Bebo and Jacquelyn Bebo**, individuals having an address of P.O. Box W, Berthoud, Colorado 80513 (collectively "Assignor") does hereby sell, transfer, assign, and convey to the **Town of Berthoud**, a Colorado municipal corporation, having an address of 807 Mountain Avenue, P.O. Box 1229, Berthoud, Colorado, 80513, ("Assignee") all of Assignor's right, title and interest in Two and fifty-six hundredths (2.56) shares of stock in the Loveland Lake and Ditch Company, represented by Stock Certificate No. 1047 (the "Shares") free and clear of all liens, encumbrances, and past-due assessments.

Assignor hereby authorizes the secretary of the Loveland Lake and Ditch Company to effectuate this Assignment and to transfer the Shares on the books of the Loveland Lake and Ditch Company.

This Assignment is executed by Assignor as of the ____ day of _____, 2026.

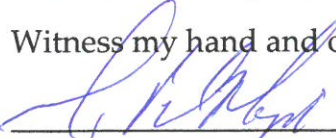
By: 
Lawrence Bebo

By: 
Jacquelyn Bebo

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

^{27th} The foregoing SPECIAL WARRANTY DEED was acknowledged before me this ____ day of July, 2026, by Lawrence Bebo and Jacquelyn Bebo.

Witness my hand and official seal.



Notary Public

My Commission Expires: 04/03/2030

SEAL

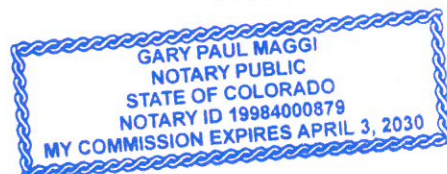


EXHIBIT 6
ESCROW AGREEMENT

- 1. PARTIES.** The parties to this Escrow Agreement are the **Town of Berthoud** ("Purchaser"), **Lawrence Bebo and Jacquelyn Bebo** (collectively "Seller") and **Land Title Guarantee Company** ("Escrow Agent").
- 2. RECITAL.** The Seller and Purchaser have entered into an Agreement for Sale and Purchase of Two and fifty-six hundredths (2.56) shares of stock in the Loveland Lake and Ditch Company, represented by Stock Certificate No. 1047 ("Water Rights"), attached hereto as **EXHIBIT 1** ("Sales Agreement").
- 3. DEPOSIT INTO ESCROW BY PURCHASER.** The Purchaser shall deposit the following into escrow with Escrow Agent within fourteen (14) days of execution of the Sales Agreement:

 - a. Purchase Funds in the amount of One Hundred Fifty-Three Thousand and Six Hundred Dollars (\$153,600.00).
- 4. DEPOSIT INTO ESCROW BY SELLER.** The Seller shall deposit the following into escrow with Escrow Agent within fourteen (14) days of execution of the Sales Agreement:

 - a. The original Stock Certificate No. 1047 by Seller, however, the assignment terms on the back of the certificate shall remain unsigned until Closing;
 - b. The executed Stock Assignment referenced in Paragraph 9, by Seller; and
 - c. The executed Special Warranty Deed referenced in Paragraph 9, by Seller.
- 5. ESCROW ACCOUNT FEES.** The escrow account fees assessed for this transaction shall be \$400.00. Purchaser agrees to pay the full \$400 associated with the escrow account fees.
- 6. RECORDING FEES.** Purchaser shall be responsible for payment of all recording fees.

7. **CLOSING.** Closing shall occur after completion of Buyer's Water Right Investigations described in the Contract to Buy and Sell Water Right and upon a date mutually agreed to by the Parties. At Closing, Escrow Agent shall distribute the Purchase Price to Seller. At Closing, the Escrow Agent shall also deliver the Original Company Stock Certificate, which shall be signed by Seller confirming the assignment of the Water Right, an executed Stock Assignment, and the executed Special Warranty Deed for the Water Right to Buyer.

8. **INDEMNIFICATIONS.** In the event of any conflicting demand made upon it in connection with this Escrow Agreement, Escrow Agent may continue to hold the escrowed funds until receipt of instructions from both parties or until a final order by a court of competent jurisdiction resolving the subject dispute. Escrow Agent shall be entitled to rely upon any such final order. If for any reason the parties fail to resolve a dispute, Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands made upon it. Escrow Agent's deposit with a court of competent jurisdiction of the escrowed funds shall relieve Escrow Agent from all further liability and responsibility hereunder. The parties agree to indemnify and save Escrow Agent harmless against all costs, damages, attorneys' fees, expenses, and liabilities which Escrow Agent may incur or sustain in connection with this Escrow Agreement, including any interpleader action brought by Escrow Agent. Escrow Agent shall not be liable for any act it may do or omit to do hereunder while acting in good faith and in the exercise of its reasonable judgment, and any act done or omitted by Escrow Agent pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

9. **NOTICES.** Any notice required or permitted by this Escrow Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

10. **TIME OF THE ESSENCE.** Time is of the essence to all performance required by this Escrow Agreement.

11. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Escrow Agreement.

DATED: _____, 2026

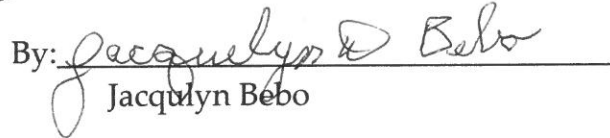
PURCHASER:

TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

SELLER:

By: 
Lawrence Bebo

By: 
Jacquelyn Bebo

ESCROW AGENT:

By: _____
Closing Agent

BOARD OF TRUSTEES INFORMATION



UTILITIES

Meeting Date:	August 25, 2026
Agenda Title/Subject:	Contract to Purchase Hillside Commercial Group, Inc Loveland Lake and Ditch water shares
Type of Item:	Consent Agenda
Purpose:	Approve the contract to purchase 2 shares of Loveland Lake and Ditch Company
Presented by:	Alex Tennant, Water Resources Administrator

ATTACHMENTS:

- Contract to Purchase Hillside Commercial Loveland Lake and Ditch shares

BACKGROUND:

Town staff was approached by Hillside Commercial Group, Inc regarding the desire to sell 2 shares in the Loveland Lake and Ditch Company (LLDC). These shares historically irrigated land in the vicinity of the Berthoud bike park and west of where HWY 287 currently resides. As with the Bebo LLDC shares, this purchase is consistent with the 2020 Water Resources Master Plan, the Town has prioritized acquiring LLDC shares as they become available. This purchase supports the Town's ongoing efforts to increase and secure raw water supplies for non-potable irrigation. Loveland Lake serves as the Town's primary storage facility for non-potable water and will play a critical role in the development of a regional non-potable water distribution system.

UPDATE/NEXT STEPS:

Finalize due diligence and close on the purchase.

FISCAL IMPACT AND FUND SOURCE:

Cost: \$120,000. Each share is \$60,000 and will come from fund 20-00-5123-2: Water Purchases

COMMUNITY TOUCHSTONES:

Provides additional water supply for the Town's portfolio which provides water to multiple parks, ballfields, and landscapes both current and planned in the future.

RECOMMENDED ACTION(S):

(1) To recommend that the board approve the contract to purchase the Hillside Commercial Group, Inc Loveland Lake and Ditch water shares; and (2) Authorize the Town Administrator to execute an agreement substantially in the form of the attached Contract and to authorize the Town Administrator to execute any other documents necessary to effectuate the purchase of the water shares.

CONTRACT TO BUY AND SELL WATER RIGHTS
(Hillside Commercial Group, Inc.)

1. PARTIES AND WATER RIGHTS. The TOWN OF BERTHOUD, a municipal corporation ("Buyer"), agrees to buy, and the undersigned seller, HILLSIDE COMMERCIAL GROUP, INC. with an address of 6355 N. Fairgrounds Avenue, Suite 300, Windsor, Colorado 80550 ("Seller"), agree to sell, on the terms and conditions set forth in this Contract to Buy and Sell Water Rights ("Contract"), the following described water rights:

Seller's shares in the Loveland Lake and Ditch Company ("LLDC"), which is comprised of two (2) shares of stock, represented by Stock Certificate No. 976 ("Water Rights"), a copy of which is attached hereto and incorporated by reference herein as **Exhibit 1**, water associated from which has been used to irrigate the lands described in **Exhibit 2** (the "Property") attached hereto and incorporated by reference herein.

The Buyer and Seller may also be referred to herein individually as a "Party" and collectively as "Parties."

2. PURCHASE PRICE. The purchase price shall be Sixty Thousand Dollars (\$60,000.00) per share for a total of One Hundred and Twenty Thousand Dollars (\$120,000.00) for the Water Rights ("Purchase Price").

3. NOT ASSIGNABLE. This Contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

4. EVIDENCE OF TITLE. Buyer shall obtain, at Buyer's expense, an Ownership and Encumbrance Report ("O&E Report") for the lands which have historically been irrigated by the subject Water Rights described in Paragraph 1 above, within fourteen (14) days after execution of this Contract ("Title Deadline") to determine whether any encumbrances on the Water Rights are set forth therein. Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of

exceptions ("Exceptions") in the O&E Report also be furnished to Buyer at Buyer's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The Buyer may also conduct a search of the records of the Colorado Secretary of State to determine whether encumbrances on the Water Rights exist, at Buyer's expense ("UCC Report"). The Buyer may also conduct a search of the records of the LLDC to determine whether encumbrances on the Water Rights exist and whether Seller has clean title to the Water Rights. The O&E Report, UCC Report, and LLDC records, together with any copies or abstracts of instruments furnished pursuant to this Paragraph 4 constitute the title documents ("Title Documents"). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than five (5) calendar days after Title Deadline.

5. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller within fourteen (14) days after Buyer's receipt of the Title Documents. If Seller does not receive Buyer's notice on or before said date, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory subject to Paragraph 5(d) hereof.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before the Title Deadline set forth in Paragraph 4, true copies of all lease(s) in Seller's possession pertaining to the Water Rights and shall disclose to Buyer all liens or other title matters not shown by the public records of which Seller has actual knowledge. Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller within fourteen (14) days of Buyer's receipt of such documents. If Seller does not receive Buyer's notice by said date, Buyer accepts title to such rights, if any, of third parties of which Buyer has actual knowledge, subject to Paragraph 5(d) hereof.

(c) Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable efforts to correct said unsatisfactory title condition(s)

within fourteen (14) days of receipt of such notice ("Cure Period"). If Seller fails to correct said unsatisfactory title condition(s) during the Cure Period, this Contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, within fourteen (14) days after the Cure Period, waive objection to said unsatisfactory title condition(s), subject to Paragraph 5(d) hereof.

(d) Updated Title Documents. Buyer may obtain an updated O&E Report dated the day of closing of this transaction ("Closing"), at Buyer's expense. The Buyer may also obtain an updated UCC Report at Closing. In the event that encumbrances appear in said updated Title Documents that did not appear in the original Title Documents, Buyer shall have the right to terminate this Contract and all rights and obligations hereunder shall become void.

6. INVESTIGATIONS OF HISTORICAL USE OF WATER RIGHTS. Buyer shall have the right to investigate the historical delivery and use of the Water Rights and all related matters, including but not limited to LLDC agreements, facilities and records ("Water Rights Investigations"), and Seller hereby agrees to assist in said Water Rights Investigations at no cost to Seller. In the event that, based on those Water Rights Investigations, Buyer determines in its sole discretion that the Water Rights are unsuitable for use by Buyer, Buyer may provide written notice to Seller of the unsuitability of the Water Rights, at Buyer's sole discretion, signed by or on behalf of the Buyer and delivered to Seller within forty-five (45) days after execution of this Contract. Upon Seller's receipt of said notice, Seller shall have the opportunity to cure any defects identified in the written notice, to Buyer's satisfaction, within thirty (30) days after receipt of said notice ("HCU Cure Period"). If any such defects are not cured by the end of the HCU Cure Period, this Contract shall automatically terminate, however, Buyer may, by written notice received by Seller prior to the end of the HCU Cure Period waive any objection to said unsatisfactory condition(s).

7. HISTORICAL USE AND DRY-UP. The Water Rights have historically been used for irrigation purposes on the Property. Buyer and Seller will cooperate to draft a Historical Use Affidavit based on the information provided and obtained during the Water Rights Investigations. No later than fourteen (14) days after the conclusion of the Water Rights Investigations, Seller will provide to the Buyer a Historical Use Affidavit, in a form acceptable to the Buyer and containing at a minimum the information shown on **Exhibit 3**, that has been executed by Seller and/or a person having personal knowledge of historic irrigation practices on the Property, or at other locations of

irrigation use. In the event that the Buyer determines that the Seller can convey to the Buyer a Dry-Up Covenant and that the Seller is willing to do so, the Parties shall work to draft a Dry-Up Covenant satisfactory to the Buyer and such Dry-Up Covenant shall be executed by the Seller and delivered by the Seller to the Escrow Agent not less than three (3) business days prior to Closing.

8. WARRANTIES AND ASSESSMENTS. Seller warrants that it has good and sufficient title to the Water Rights, the right, privilege, and authority to sell the same, that there are no liens or encumbrances of any kind against the Water Rights, and that all assessments (up to and including the 2026 water year) are paid.

9. TRANSFER OF TITLE TO WATER RIGHTS. Subject to tender of payment as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Special Warranty Deed to Buyer conveying the Water Rights free and clear of all liens, encumbrances and past assessments, in substantially the form attached hereto as **Exhibit 4**. There shall be no proration of assessments for the year 2026. Seller shall also execute a Stock Assignment, in substantially the form attached hereto as **Exhibit 5**. Seller shall pay any transfer fees and outstanding assessments due to LLDC prior to Closing.

10. ESCROW. The following shall be deposited into escrow within fourteen (14) days of execution of this Contract:

- (a) The Purchase Price of \$120,000.00, by Buyer;
- (b) The original Stock Certificate No. 976, by Seller, however, the assignment terms on the back of the certificate shall remain unsigned until Closing;
- (c) The stock transfer fee of \$100, by Seller, for reimbursement of the transfer fee charged by LLDC to Buyer for issuance of a new Stock Certificate in Buyer's name; and
- (d) The executed Special Warranty Deed referenced in Paragraph 9, by Seller.

The Escrow Agent shall be Land Title Guarantee Company ("Escrow Agent"), and the funds and documents shall be held by Escrow Agent pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit 6**.

11. STOCK CERTIFICATE. Seller shall be responsible for delivering the original Stock Certificate, the executed Stock Assignment, and any transfer fees to LLDC

for the issuance of a new unencumbered Stock Certificate to the Water Rights in the name of Buyer. Buyer shall be solely responsible for working with LLDC after Closing to obtain the issuance of a new unencumbered Stock Certificate to the Water Rights in the name of Buyer.

12. CLOSING. Closing shall occur after completion of Buyer's Water Right Investigations described in Paragraph 6 above and upon a date mutually agreed to by the Parties. At Closing, (1) Escrow Agent shall distribute the Purchase Price to Seller; (2) Escrow Agent shall also deliver the original Stock Certificate, which shall be signed by the Seller confirming the assignment of the Water Rights, an executed Stock Assignment, and the executed Special Warranty Deed for the Water Rights and executed Dry-Up Covenant to Buyer.

13. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid within thirty (30) days of execution of this Contract, unless otherwise agreed to in writing by the Parties.

14. CLOSING COSTS, DOCUMENTS, AND SERVICES. Seller shall pay all transfer fees for the conveyance of the Water Rights to Buyer. The Parties shall split the \$400 escrow fee evenly in the amount of \$200 each.

15. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) If Buyer is in Default:

Seller may elect to treat this Contract as canceled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this Contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

(b) If Seller is in Default:

Buyer may elect to treat this Contract as canceled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(c) Costs and Expenses.

Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this Contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

16. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that this document has important legal consequences and that the examination of title and consultation with legal and tax or other counsel is recommended before signing this Contract.

17. TERMINATION. In the event this Contract is terminated, all payments and things of value received hereunder shall be returned and the Parties shall be relieved of all obligations hereunder.

18. NOTICE TO BUYER. Any notice to Buyer shall be effective when received by Buyer.

19. NOTICE TO SELLER. Any notice to Seller shall be effective when received by Seller.

20. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

21. ENTIRE AGREEMENT. This Contract constitutes the entire Contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract.

22. **BOARD APPROVAL.** This Contract and all obligations hereunder are expressly contingent on the Berthoud Board of Trustees affirmatively ratifying its execution by the Town Administrator through a motion approved by _____, 2026.

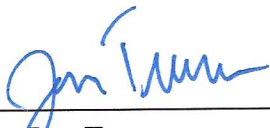
BUYER: TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

Date of Buyer's Signature: _____

Buyer's Address: 807 Mountain Avenue, P.O. Box 1229, Berthoud, Colorado, 80513

SELLER: HILLSIDE COMMERCIAL GROUP, INC.



Jon Turner
Title: RESIDENT

Date of Seller's Signature: 6 July 2021

Seller' Address: 6355 N. Fairgrounds Avenue, Suite 300, Windsor, Colorado 80550

EXHIBIT 1
WATER SHARES CERTIFICATE

EXHIBIT 2
PROPERTY DESCRIPTION

The SW 1/2 of the Quarter section of Section 10, and the NW 1/4 of Section 15,
both in Township 4 North, Range 69 West, 6th P.M., Larimer County, Colorado.

EXHIBIT 3
HISTORICAL USE AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

I, _____, of lawful age and being first duly sworn upon oath,
deposes and says:

I. WATER RIGHTS

- A. Loveland Lake and Ditch Company ("LLDC") Share Certificate No. 976.
- B. Total number of LLDC shares used on property: _____.
- C. Total number of years the LLDC share(s) were used on the Property:
_____.
- D. Was there a supplemental water supply used on the property? (Please specify
supplemental water used and the percentage of irrigation demand supplied by
supplemental water.): _____.
- E. Total number of lateral or carriage ditch company shares associated with LLDC
share(s) and the property: _____.

II. IRRIGATED LAND

- A. Number of Acres: _____.
- B. Description of land irrigated by water rights listed above (e.g., soils, slope,
drainage): _____.
- C. Crops Irrigated (type, number of acres): _____.

D. Status of water supply. Was there a full water supply on the property? (e.g., water supply was not full; or the percentage of crop demand supplied by the LLDC shares):

_____.

E. Method of Irrigation (e.g. flood, sprinkler, drip): _____.

III. SUMMARY

A. Length of time Affiant irrigated using the LLDC shares: _____.

B. Name(s) and address(s) of all other known individuals who irrigated using the subject LLDC shares: _____.

The undersigned, _____, whose address is _____, being 18 years of age and having personal knowledge of the irrigation of the previously described lands by virtue of being the owner(s) and/or person(s) who have irrigated those, being first duly sworn, hereby states that to the extent of my/our knowledge, the listed LLDC shares and historical use of said shares as set forth on the Statement attached hereto, constitute the beneficial use of the aforementioned water rights associated with the LLDC shares and there has been no intent to abandon such water rights.

Further affiant sayeth naught.

By: _____

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____.

Witness my hand and official seal.

My commission expires: _____

EXHIBIT 4
SPECIAL WARRANTY DEED

THIS DEED is made this ____ day of _____, 2026, between **HILLSIDE COMMERCIAL GROUP, INC.**, with an address of 6355 N. Fairgrounds Avenue, Suite 300, Windsor, Colorado 80550, ("Grantor") and the **TOWN OF BERTHOUD**, a Colorado municipal corporation, having an address of 807 Mountain Avenue, Berthoud, CO 80513 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Hundred and Twenty Thousand Dollars (\$120,000.00) and other consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, sold, and conveyed, and do hereby grant, sell, convey, and confirm unto Grantee, its successors and assigns forever, all the water rights situate, lying and being in the County of Larimer, State of Colorado, described as follows (the "Water Rights"):

- (1) All water and water rights represented by the following shares of stock (collectively the "Shares"):

Two (2) shares of stock in the Loveland Lake and Ditch Company, represented by Stock Certificate No. 976; and

- (2) All beneficial right, title and interest, if any, in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates and all other assets, rights, title, or interests represented by the Shares.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the Water Rights, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Water Rights with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for the Grantor and its heirs, successors, and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the Water Rights in the quiet and peaceable possession of the

IN WITNESS WHEREOF, Grantor has executed this Deed on the date set forth above.

HILLSIDE COMMERCIAL GROUP, INC.

By: Jon Turner,
Address: 6355 N. Fairgrounds Avenue, Suite 300, Windsor,
Colorado 80550

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT 5
STOCK ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, adequacy, and sufficiency of which are hereby acknowledged, **Hillside Commercial Group, Inc.**, having an address of 6355 N. Fairgrounds Avenue, Suite 300, Windsor, Colorado 80550, ("Assignor") does hereby sell, transfer, assign, and convey to the **Town of Berthoud**, a Colorado municipal corporation, having an address of 807 Mountain Avenue, P.O. Box 1229, Berthoud, Colorado, 80513, ("Assignee") all of Assignor's right, title and interest in Two (2.0) shares of stock of the Loveland Lake and Ditch Company, evidenced by Share Certificate No. 976, (the "Shares") free and clear of all liens, encumbrances, and past-due assessments.

Assignor hereby authorizes the secretary of the Loveland Lake and Ditch Company to effectuate this Assignment and to transfer the Shares on the books of the Loveland Lake and Ditch Company.

This Assignment is executed by Assignor as of the ____ day of _____, 2026.

ASSIGNOR:

HILLSIDE COMMERCIAL GROUP, INC.

By: Jon Turner
Title: _____

STATE OF COLORADO)
)
COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Jon Turner, as _____ of Hillside Commercial Group, Inc.

Witness my hand and official seal.

SEAL

Notary Public

My Commission Expires: _____

EXHIBIT 6

ESCROW AGREEMENT

1. **PARTIES.** The parties to this Escrow Agreement are the **Town of Berthoud** ("Purchaser"), **Hillside Commercial Group, Inc.** ("Seller") and **Land Title Guarantee Company** ("Escrow Agent").
2. **RECITAL.** The Seller and Purchaser have entered into an Agreement for Sale and Purchase of Two (2) shares in the Loveland Lake and Ditch Company ("Water Rights"), attached hereto as **EXHIBIT 1** ("Sales Agreement").
3. **DEPOSIT INTO ESCROW BY PURCHASER.** The Purchaser shall deposit the following into escrow with Escrow Agent within fourteen (14) days of execution of the Sales Agreement:
 - a. Purchase Funds in the amount of One Hundred and Twenty Thousand Dollars (\$120,000.00).
4. **DEPOSIT INTO ESCROW BY SELLER.** The Seller shall deposit the following into escrow with Escrow Agent within fourteen (14) days of execution of the Sales Agreement:
 - a. Executed Special Warranty Deed for Two (2) shares of stock, represented by Stock Certificate No. 976 in the Loveland Lake and Ditch Company; and
 - b. The original Stock Certificate No. 976, however, the assignment terms on the back of the certificate shall remain unsigned until Closing;
 - c. Executed Dry-Up Covenant.
5. **ESCROW ACCOUNT FEES.** The escrow account fees assessed for this transaction shall be \$400.00. Purchaser and Seller agree to each pay \$200 of the escrow account fees.
6. **RECORDING FEES.** Purchaser and Seller shall be responsible for payment of all recording fees for documents issued in their names.
7. **CLOSING.** Closing shall occur after completion of Buyer's Water Right Investigations described in the Contract to Buy and Sell Water Right and upon a date

mutually agreed to by the Parties. At Closing, Escrow Agent shall distribute the Purchase Price to Seller. At Closing, the Escrow Agent shall also deliver the Original Company Stock Certificate, which shall be signed by Seller confirming the assignment of the Water Right, an executed Stock Assignment, the executed Special Warranty Deed for the Water Right, and an executed Dry-Up Covenant to Buyer.

8. INDEMNIFICATIONS. In the event of any conflicting demand made upon it in connection with this Escrow Agreement, Escrow Agent may continue to hold the escrowed funds until receipt of instructions from both parties or until a final order by a court of competent jurisdiction resolving the subject dispute. Escrow Agent shall be entitled to rely upon any such final order. If for any reason the parties fail to resolve a dispute, Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands made upon it. Escrow Agent's deposit with a court of competent jurisdiction of the escrowed funds shall relieve Escrow Agent from all further liability and responsibility hereunder. The parties agree to indemnify and save Escrow Agent harmless against all costs, damages, attorneys' fees, expenses, and liabilities which Escrow Agent may incur or sustain in connection with this Escrow Agreement, including any interpleader action brought by Escrow Agent. Escrow Agent shall not be liable for any act it may do or omit to do hereunder while acting in good faith and in the exercise of its reasonable judgment, and any act done or omitted by Escrow Agent pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

9. NOTICES. Any notice required or permitted by this Escrow Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

10. TIME OF THE ESSENCE. Time is of the essence to all performance required by this Escrow Agreement.

11. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Escrow Agreement.

DATED: _____, 2026

PURCHASER:
TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

Address: 807 Mountain Avenue
P.O. Box 1229
Berthoud, Colorado, 80513

SELLER:
HILLSIDE COMMERCIAL GROUP, INC.

By: _____
Jon Turner

Its: _____
President

Address: 6355 N. Fairgrounds Avenue, Suite 300
Windsor, Colorado 80550

ESCROW AGENT:
LAND TITLE GUARANTEE COMPANY

By: _____
Closing Agent

Board of Trustees Information

Community Development Department



Meeting Date:	August 25, 2026
Agenda Title/Subject:	Update on Data Center Land Use
Type of Item:	Consent Agenda
Purpose:	To provide information to the Town Board on findings regarding the land use "Data Centers".
Presented by:	Anne Johnson

Attachments:

1. 03 Map of parcels Zoned M2 2026 08 03
2. 02 List of parcels Zoned M2 2026 08 03

Background:

Data centers include those rooms within buildings such as IT centers at Town Hall, Larimer County, and Colorado State University, for example as well as large 50+ acre campuses for companies like Google or Microsoft.

In the Town of Berthoud, a Data Center is defined as, "...a use consisting of buildings or structures specifically designed or modified to house networked computers and data and transaction processing equipment and related infrastructure support equipment, including power and cooling equipment. A data center may be used to provide data and transaction processing services, outsource information technology services and/or computer equipment colocation services. A data center may also include buildings or structures that support the operation of the data center including retrofit buildings, warehousing for logistics, independent network buildings, buildings for support staff, and emergency generators. A Data Center shall not include activities which consistently produce noise discernable at the property line. Should a Data Center produce noise discernable at the property line, it shall be classified as an Industrial use."

The use, "Data Center" for the purposes of this document shall mean an independent center vs. a room in a building that is used for data processing to support a specific business (Town Hall, Schools, etc.).

Data Centers are only allowed in the M-2, Industrial Zone District in Berthoud. The use is one contemplated through the Special Use Permit process which requires a public hearing before the Planning Commission and the Board of Trustees.

Development standards required at the time of an application submittal include how proposed uses will address the following site-specific issues in accordance with Municipal Code Section 30-5-101:

- Architectural Guidelines

- Landscape Guidelines
- Sufficient utilities – water, electrical power, stormwater, traffic, fire protection and emergency response, for example.
- Mitigating negative impacts of the development on the surrounding property:
 - o Light
 - o Air quality
 - o Sensitive natural, historic and environmental areas and properties
 - o Compatibility of uses
 - o The oil and gas regulation section
- Evidence there is a need for the proposed use in Berthoud and the contribution a proposed use has on the Town's envisioned place-making goals, etc.
- Evidence all federal, state and local permits have been obtained
- And lastly, "Address such other matters and the Town may deem necessary in order to protect the best interest of the public."

There are 66 parcels zoned M2 in Berthoud and all but 5 are less than 5 acres in size. The average parcel size in acres is 3.94 inclusive of those greater than 5 acres and 0.72 excluding the parcels greater than 5 acres in size.

The information below is a summary of findings after discussing the subject of Data Centers with Cheyenne, Wyoming; Weld County; Larimer County; and education sessions with the American Planning Association. The summary below is arranged by topic.

Land Size

- Cheyenne: Seven (7) acres is the minimum; larger and more common centers used by companies such as Google or Microsoft require more than 100 acres per use
- Weld County: One center is currently being reviewed at the former 438-acre Kodak site. This location is surrounded by the Great Western Industrial Park which is in Windsor
- Larimer County: No comment on acreage

Water Requirements

- Cheyenne and Weld County: Most new centers require water for restrooms in the amount of 2 standard residential structures. Water is needed for exterior landscaping.
 - Cheyenne, Weld and Larimer Counties: Close-loop systems are efficient however waste water requires special treatment.
 - Cheyenne: If evaporative cooling is not used, there needs to be regulations in place to require the water to be held and disposed of in a certified hazardous waste disposal site.
- Impacts - Cheyenne

Traffic

- Weld County: Addresses construction traffic vs. low-volume traffic during operation through the Development Agreement process.

Air Quality from Weld County, Larimer County and Cheyenne

- All roads leading to the facility need to be paved
- All work is conducted inside a building
- A Battery(s) and chiller(s) are sometimes located outside and the concerns can be addressed through noise and visual mitigation requirements

Energy Provision from Weld County, Larimer County and Cheyenne

- Noise can be an issues with smaller, less established companies (bit coin mining).

- The process of approval through Xcel Energy is 4 – 6 years.
- Poudre Valley REA is limited in their ability to supply power.
- Alternative power sources include solid oxide fuel cells. These are efficient and generate heat with little noise.
- Many facilities include back-up generators for emergency uses only.
- Noise mitigation is the biggest concern and Weld County will share their contact for a scientist at CU Boulder.

Decommissioning

- Larimer County: Considering requirements for proper disposal of eWaste and site reclamation with surety posting.

Larimer County has a moratorium in place that started in early 2026 and will be continued until early to mid-2027. Larimer County is reviewing the following operational standards:

- Noise – d(B)A and d(B)C
- Setbacks and reverse setbacks
- Energy provision
- Water consumption and disposal
- Heat
- Size thresholds and location specifications

Update/Next Steps:

Staff finds that the current Code regulations support staff's ability to require any additional studies warranted as part of the development review process specific to Data Centers. Staff will develop a Technical Criteria guide for any future developer who may look at Berthoud for Data Center development. Staff will use best management practices available from Colorado communities and counties as well as national examples (Louden County, Virginia). Staff proposes to bring this guide to the Town Trustees at their September or October Work Session.

Staff does believe noise standards should be reviewed. Staff can budget for bringing in a noise specialist to complete this work in 2027. Staff and the Town Attorney are aware of regional expertise regarding noise.

Fiscal Impact and Fund Source:

There is no negative fiscal impact to the Town by gathering this background information regarding Data Centers. If the Trustees are supportive of the development of a Technical Criteria Guide in 2026 and further information regarding noise, staff will request budget in 2027 to perform work with our contract attorneys as well as a noise specialist.

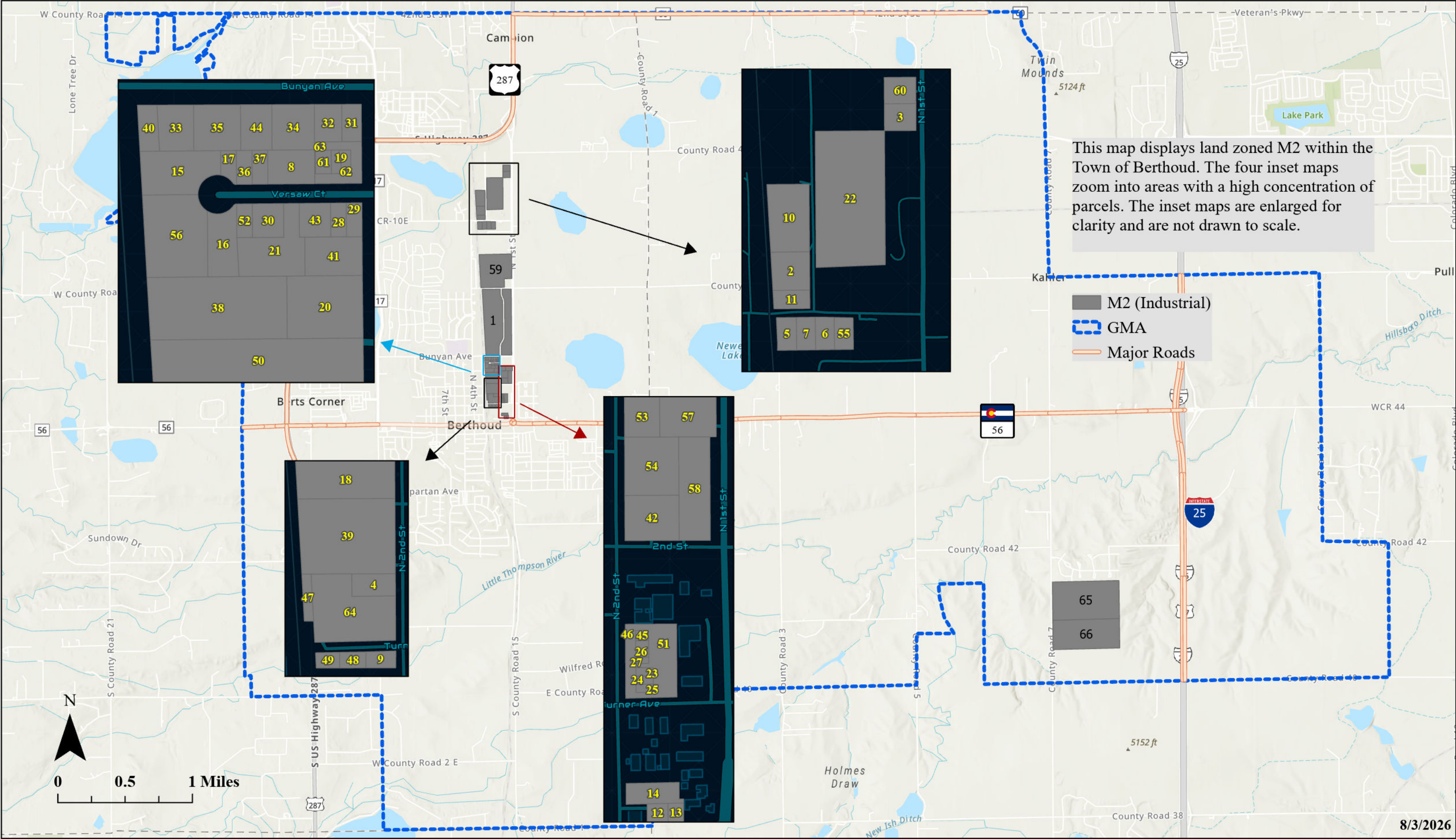
Community Touchstones:

Understanding Data Centers' and potential positive or negative impacts on the Town adhere to the community touchstone of sustainability and resiliency.

Recommended Action(s):

Staff would like the Board to confirm that they are supportive of the development of a Technical Criteria Guide specific to Data Centers in 2026 and review of noise standards in 2027. The use of a moratorium is up to the Town Board. Staff can bring the Technical Criteria Guide back to the Board at a later work session.

Town of Berthoud Industrial (M2) Parcels



Berthoud Zoning - M2 Parcels

data obtained 8/3/2026

Map Reference Number	Parcel Number	Address	Gross Acreage	Map Reference Number	Parcel Number	Address	Gross Acreage
1	9414129003	130 BUNYAN AVE 2C	0.0703	34	9414459002	235 BUNYAN AVE	0.29
2	9411105002	2221 CLAYTON PL LOT 2	2.84	35	9414459005	265 BUNYAN AVE	0.32
3	9411115001	2351 1ST ST	1.6352	36	9414459010	214 VERSAW CT	0.08
4	9414477002	795 2ND ST	0.64	37	9414459011	212 VERSAW CT	0.08
5	9411411003		1.23	38	9414475003	1005 2ND ST	1.31
6	9411412001	217 W COUNTY ROAD 10E	1.2	39	9414463002	801 2ND ST	4.7308
7	9411411002		1.2	40	9414484003	295 BUNYAN AVE	0.13
8	9414459012	210 VERSAW CT	0.24	41	9414471002	1015 2ND ST	0.33
9	9414480006	695 2ND ST	0.32	42	9414490001	912 2ND ST	1.3
10	9411105001	2231 CLAYTON PL	5.37	43	9414460006	207 VERSAW CT	0.1589
11	9411105003		1.32	44	9414470001	245 BUNYAN AVE	0.21
12	9414458003	504 2ND ST	0.28	45	9414416780	780 2ND ST	0.3043
13	9414458002	504 2ND ST	0.21	46	9414416770	770 2ND ST	0.3117
14	9414458001	550 2ND ST	0.61	47	9414488001		0.290794
15	9414464003	295 BUNYAN AVE	0.47	48	9414495012	205 TURNER AVE	0.276
16	9414472002	217 VERSAW CT	0.29	49	9414495011	209 TURNER AVE	0.2423
17	9414484004		0.07	50	9414485002	985 2ND ST	2.45
18	9414463001	945 2ND ST	2.6416	51	9414416000		0
19	9414445002	204 VERSAW CT B	0.0761	52	9414460001	215 VERSAW CT	0.08
20	9414475020	1005 2ND ST	0.71	53	9414432001	1000 N SECOND ST	0.7767
21	9414471001	209 VERSAW CT	0.47	54	9414476001	982 2ND ST	1.67
22	9411105004		18.06	55	9411412002	217 W COUNTY ROAD 10E	1.1746
23	9414416940	740 2ND ST	0.3363	56	9414472001	219 VERSAW CT	0.76
24	9414416730	730 2ND ST	0.3379	57	9414432002	1017 1ST ST	1.2497
25	9414416720	720 2ND ST	0.3363	58	9414490002	953 1ST ST	1.71
26	9414416760	760 2ND ST	0.1868	59	9411413902	220 WATER AVE	33.15
27	9414416750	750 2ND ST	0.1794	60	9411115002	2401 1ST ST	1.6352
28	9414460007	203 VERSAW CT	0.08	61	9414445001	204 VERSAW CT A	0.1321
29	9414460008	1029 2ND ST	0.08	62	9414445003	204 VERSAW CT C	0.0857
30	9414460002	211 VERSAW CT	0.16	63	9414445000		0
31	9414487002	1085 2ND ST	0.11	64	9414477001	210 TURNER AVE	3.0263
32	9414487001	225 BUNYAN AVE	0.15	65	106127203001	19750 COUNTY ROAD 7	89.93468
33	9414459008	295 BUNYAN AVE	0.24	66	106127302002	2409 LAKE DR	69.363877

Average Parcel size excluding parcels > 5 acres

0.719

Average Parcel size, all parcels

3.9350538

Board of Trustees Information



Administration Department

Meeting Date:	August 25, 2026
Agenda Title/Subject:	Jaskowski Open Space Construction Invitation for Bid
Type of Item:	Consent Agenda
Purpose:	To request Board authorization to advertise the Jaskowski Open Space project for public bids.
Presented by:	Daniel Buendia

Attachments:

1. IFB - Jaskowski Open Space
2. Construction Documents - Jaskowski Open Space

Background:

Following the Board's direction at its June 30, 2026 meeting, staff finalized the construction documents, coordinated the necessary reviews, and prepared an Invitation for Bid (IFB) for the initial improvements at the Jaskowski Open Space. The proposed improvements include a parking area, fencing around existing structures, more than two miles of trails, and an 18-hole disc golf course. Most of the property would remain undisturbed to allow continued farming and preserve native vegetation.

Staff worked with members of the LoCo Fun Disc Golf Club to develop the proposed disc golf course layout. Signage, disc golf baskets, and other minor park amenities are not included in the bid package because they could be purchased and installed separately by Town staff or volunteers. Estimated costs for these items will be presented at a future meeting.

Staff is requesting authorization to advertise the project for public bids. The bidding process will establish competitive construction pricing but will not authorize construction or commit the Town to awarding a contract.

Update/Next Steps:

If authorized by the Board, staff will advertise the project and solicit competitive bids. After bids are received and evaluated, staff will return to the Board with the bid results, a recommended contractor, the total project cost, and potential funding options.

Fiscal Impact and Fund Source:

Construction of the Jaskowski Open Space project is not currently funded in the 2026 Budget. Following completion of the construction documents and public bidding process, staff will return to the Board with project cost estimates and funding options for consideration. Any future construction

would require Board appropriation of funds.

Planning efforts, following completion of the conceptual design, have been completed by Town staff.

Community Touchstones:

The Jaskowski property reflects Berthoud's commitment to preserving its rural heritage and natural landscapes while thoughtfully planning for future community use. The site honors its agricultural roots, supports wildlife habitat, and offers scenic open space—all key to Berthoud's Community Identity. The current Sustainable land use balances environmental preservation with low-impact recreation.

Recommended Action(s):

Authorize staff to advertise the Jaskowski Open Space project Invitation for Bid and solicit competitive bids.



Invitation for Bids

Jaskowski Park and Open Space Project

Town of Berthoud, Colorado

807 Mountain Avenue

Berthoud, CO 80513

Bid Documents

1. ADVERTISEMENT FOR BIDS
2. Instructions to Bidder
3. Bid Form
4. Example Construction Services Agreement
5. Project Locations
6. Jaskowski Park OS CDs
7. General Conditions (EJCDC C-700, 2007 ed.)
8. Bid Bond, Performance, and Payment Bond



INVITATION TO BID

Sealed Bids will be received by the **Town of Berthoud, CO** (hereinafter referred to as OWNER), at 807 Mountain Avenue, P.O. Box 1229, Berthoud, CO 80513, until **11:00 a.m., OWNER's clock, September 24th, 2026** for the Jaskowski Park and Open Space Project. The Contract provides for the following work:

The **Jaskowski Park and Open Space Project** may consist of grading and installing a gravel parking lot, lot lighting, security fencing around existing buildings, perimeter trail, and interior trail enhancements. Actual work quantities will vary from the Bid Form quantities.

Contract documents require that all work be completed no later than **June 30th, 2027**. The Bidding Documents may be examined at the office of the OWNER. Bid security in the amount of five percent (5%) of the total Bid Price must accompany each Bid in the form specified in the Instructions to Bidders.

There will be a **Pre-Bid Meeting** for this project scheduled for **11:00 a.m. September 8th, 2026**. The meeting will start at Berthoud Town Hall, 807 Mountain Ave., Berthoud, CO 80513 and move from there to site locations.

Bid documents are available via the Rocky Mountain E-Purchasing System ("BidNet") at www.govbids.com. If you are not registered with BidNet, please visit their website and select "Vendor Registration." If you have questions about the registration process, please contact BidNet at 800-677-1997

For additional information contact Daniel Buendia, Public Works Project Engineer, for the Town of Berthoud, at (970)-344-5807 or dbuendia@berthoud.org.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.), have the meanings assigned to them in the General Conditions. Other terms used in the Bidding Documents and not defined elsewhere have the following meanings that are applicable to both the singular and plural thereof.

- 1.1. Bidder. One who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office. The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder. The lowest, qualified, responsible, and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

- 2.1. Complete sets of Bidding Documents may be obtained as stated in the Invitation to Bid. No partial sets will be issued. The Bidding Documents may be examined at the locations identified in the Invitation to Bid.
- 2.2. Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. QUALIFICATION OF BIDDERS

- 3.1. To demonstrate qualifications to perform the Work, each Bidder must submit, within five (5) days of Owner's request, a written statement of qualifications including financial data, a summary of previous experience, present commitments, and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1. It is the responsibility of each Bidder, before submitting a Bid, to:
 - 4.1.1. Examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below).
 - 4.1.2. Visit the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may in any manner affect cost, progress, performance, or furnishing of the Work.
 - 4.1.3. Consider federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress, performance, or furnishing of the Work.
 - 4.1.4. Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data.
 - 4.1.5. Promptly notify OWNER of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by OWNERS of such underground facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.3. Provisions concerning responsibilities for the adequacy of data furnished too prospective Bidders on subsurface conditions, underground facilities, other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2. and 4.3. of the General Conditions.
- 4.4. Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and

programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- 4.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that (without exception) the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents; and the written resolutions thereof by ENGINEER are acceptable to Bidder and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. **AVAILABILITY OF LANDS FOR WORK, ETC.**

- 5.1. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6. **INTERPRETATIONS AND ADDENDA**

- 6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to OWNER. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda. Questions received less than **two (2)** days prior to the date for opening of the Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7. **BID SECURITY**

- 7.1. The amount of Bid Security is stated in the Invitation to Bid. The required security must be in the form of a certified or bank cashier's check made payable to OWNER or a Bid Bond on the form enclosed herewith. The Bid Bond must be executed by a surety meeting the requirements set forth in the General Conditions for surety bonds.
- 7.2. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award; and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the thirty-sixth (36th) day after the Bid opening, whereupon the Bid Security furnished by such Bidders will be returned.

8. **CONTRACT TIMES**

- 8.1. The number of days within which, or the date by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.12. of the General Conditions) are set forth in the Agreement or Bid Form and will be included in the Agreement.

9. **LIQUIDATED DAMAGES**

- 9.1. Provisions for liquidated damages, if any, are set forth in the Agreement.

10. **SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.1. The Contract, if awarded, will be on the basis of material and equipment described on the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever

it is indicated on the Drawings or specified in the Specifications that a substitute or “or equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER, application for such acceptance will not be considered by ENGINEER until after the effective date of the Agreement. The procedure for submittal of any such application by CONTRACTOR and consideration by OWNER is set forth in paragraphs 6.7.1., 6.7.2., and 6.7.3. of the General Conditions which may be supplemented in the General Requirements.

- 10.2. Federal Register 40 CFR - Part 33, paragraph 33.255 – “Specifications” states that the recipient “need not establish the existence of any source other than the named brand.” Hence, the existence of “an equal” is not the burden of the OWNER or the ENGINEER. The OWNER, through the ENGINEER, has the authority to decide what products are equal to those specified as determined in Whitten vs. Paddock as upheld by the Supreme Court.

11. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.1. The apparent low bidder, and any other Bidder so requested, will with the bid, submit to OWNER a list of principal subcontractors, suppliers, and other persons and organizations he proposes to use in the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, and organization if requested by OWNER.
- 11.2. Particular consideration will be given to the qualifications of each subcontractor proposed to perform more than fifty percent (50%) of the Work and those proposed to perform any ‘hot-taps.’
- 11.3. The list of subcontractors shall also include the suppliers and manufacturers of and other principal items of materials and equipment the Bidder expects to use in the Work unless such suppliers or manufacturers are named in the Bid Form.
- 11.4. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed subcontractor, either may, before the Notice of Award is given, request the apparent Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Those declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any subcontractor, supplier, other person, or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2. of the General Conditions.
- 11.5. Manufacturer’s Data . The Bid list of subcontractors submitted, as provided herein, shall be accompanied by two (2) prints or copies of data on equipment and materials to be furnished by each supplier or manufacturer named on the list. Data so submitted shall illustrate the physical characteristics of the equipment and materials to be furnished. Although the drawings and specifications submitted need not be complete shop drawings, they must contain sufficient detail for ENGINEER to determine whether the materials and equipment shall conform to the Contract Documents.
- 11.5.1. The Contract Documents will take precedence over any non-conforming data submitted. Any Bid specifically conditioned upon furnishing equipment or materials which are not responsive to the Contract Documents may not be considered.

12. BID FORM

- 12.1. A copy of the Bid Form is bound in the Contract Documents which may be retained by the Bidder. A separate, unbound copy is enclosed for submission with the Bid.
- 12.2. All blanks on the Bid Form must be completed in ink or typed.
- 12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate address and state of incorporation shall be shown below the corporate name.
- 12.4. Bids by partnerships must be executed in the partnership name and signed by a partner. Their title must appear under their signature, and the official address of the partnership must be shown below the signature.
- 12.5. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant. The full name of each person or company interested in the Bid shall be listed on the Bid Form.

- 12.6. All names must be typed or printed in ink below the signature.
- 12.7. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.8. The address and telephone number for communications regarding the Bid must be shown.
- 12.9. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. A state CONTRACTOR'S license number, if any, must also be shown.
- 12.10. No alterations in Bids or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initiated by the Bidder. If initialed, OWNER may require the Bidder to identify any alteration so initialed.
- 12.11. Bids must be priced on a unit price basis for the base contract.
- 12.12. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in GC-11.8.

13. SUBMISSION OF BIDS

- 13.1. Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder, and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- 13.2. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 13.3. Oral, telephonic, or telegraphic Bids are invalid and will not receive consideration.
- 13.4. No Bidder may submit more than one (1) Bid. Multiple Bids under different names will not be accepted from one (1) firm or association.

14. MODIFICATION AND WITHDRAWAL OF BIDS

- 14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in a manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 14.2. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he can prove their identity and authority.
- 14.3. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 14.4. If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid; and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15. OPENING OF BIDS

- 15.1. Bids will be opened and (unless obviously non-responsive) read aloud publicly as indicated in the Invitation to Bid. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

16. BIDS TO REMAIN OPEN SUBJECT TO ACCEPTANCE

- 16.1. All Bids shall remain subject to acceptance for **ten (10)** days after the day of the Bid opening; but OWNER may, in their sole discretion, release any Bid and return the Bid Security prior to that date.

17. AWARD OF CONTRACT

- 17.1. OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if

OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 17.2. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 17.3. OWNER may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 17.4. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidder's proposed subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 17.5. If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days specified above during which the Bids are to remain open.

18. **CONTRACT SECURITY**

- 18.1. Paragraph 5.1. of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to Construction Performance and Construction Payment Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required Construction Performance and Construction Payment Bonds.

19. **SIGNING OF AGREEMENT**

- 19.1. When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within **ten (10)** days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within **three (3)** days thereafter, OWNER shall deliver one (1) fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

20. **PREBID CONFERENCE**

- 20.1. **There is a mandatory pre-bid conference at 11:00 a.m. on September 8th, 2026.**

21. **SALES AND USE TAXES**

- 21.1. OWNER is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. Refer to Supplementary Conditions SC-6.15. for additional information.

22. **RETAINAGE**

- 22.1. Provisions concerning retainage and CONTRACTOR'S rights to deposit securities in lieu of retainage are set forth in the Agreement.



BID FORM

CONTRACT IDENTIFICATION AND NUMBER: **Jaskowski Park and Open Space Project**

THIS BID IS SUBMITTED TO:

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

THIS BID IS SUBMITTED BY: _____
(CONTRACTOR)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, for the Contract Price, within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders including, without limitation, those dealing with the disposition of the Bid Security. This Bid will remain subject to acceptance for **ten (10)** days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the bidding requirements within **five (5)** days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt, all of which are hereby acknowledged:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
 - (b) BIDDER has visited the site, has become familiar with, and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
 - (d) BIDDER is aware of the general nature of Work to be performed by the OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - (f) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents; and the written resolution thereof by OWNER is acceptable to BIDDER. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (g) This Bid is genuine; not made in the interest of or on behalf of any undisclosed person, firm, or corporation; and is not submitted in conformity with any agreements or rules of any group, association, organization, or corporation. BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
 - (h) Any other representation required by laws and regulations.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s).

The **Jaskowski Park and Open Space Project** may consist of grading and installing a gravel parking lot, lot lighting, security fencing around existing buildings, perimeter trail, and interior trail enhancements. Actual work quantities will vary from the Bid Form quantities.

Bid Item A:

ITEM NO	ITEM DESCRIPTION	PAY UNIT	TOTAL QTY	PROJECT UNIT PRICE	TOTAL PROJECT PRICE	Notes
1	Clear and Grub	SY	3,200			
2	4" Natural Road Base Trail	SY	3,540			
3	6" Stabilized Crusher Fines Proposed Trail	SY	7,400			
4	Geotextile Fabric	SY	14,000			
5	Trash/Recycling Receptacles	EA	2			
6	Park/Trailhead Signage	EA	2			
7	Roadway Signage	EA	5			
8	6" Road Base Parking Lot	SY	3,000			
9	Reinforced Concrete Pad	CY	14			
10	Concrete Wheel Stop	EA	45			
11	Blockade Boulder	EA	17			
12	6' H Fence	LF	1,020			
13	16' W x 6' H Gate	EA	2			
14	4' H Fence	LF	10			
15	16' W x 4' H Gate	EA	2			
16	6' W x 4' H Gate	EA	1			
17	Automatic Gate Opener	EA	1			
18	Parking Lot Light Poles	EA	7			
19	Caissons for light poles	EA	7			
20	Type III DarkSky-compliant luminaire	EA	9			
21	2" Lot Striping	LF	940			
22	Electrical Conduit	LF	566			
23	Electrical Wire	LF	566			
24	Type 1 Pull Box	EA	1			
25	Fire Hydrant Relocation	LS	1			
26	6" Gate Valve	EA	2			
27	6" 90° waterline elbow	EA	1			
28	6" PVC waterline	LF	5			
29	10" Diameter 6" concrete pad	EA	18			
30	Mobilization	LS	1			

TOTAL PROJECT COST A: \$ _____

Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment in accordance with paragraph 14.13. in the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in case of failure to complete the Work on time.

6. The following documents are attached to and made a
condition of this Bid.

(a) Required Bid Security.

(b) A tabulation of subcontractors, suppliers, and other persons and organizations required to be identified in this Bid (see paragraph 8, below).

7. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

8. BIDDER shall complete the following listing of Subcontractors, Suppliers, and Equipment Manufacturers. (As used in submitting their Base Bid Price).

(a) All Bid Schedules.

Supplier _____

SUBMITTED on _____, 20__.

Supplier _____

SUBMITTED on _____, 20__.

Supplier _____

SUBMITTED on _____, 20__.

Supplier _____

SUBMITTED on _____, 20__.

If BIDDER is:

An Individual

By: _____ (SEAL)

(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By: _____ (SEAL)

(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By: _____

(Corporation Name)

(State of Incorporation)

By: _____

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

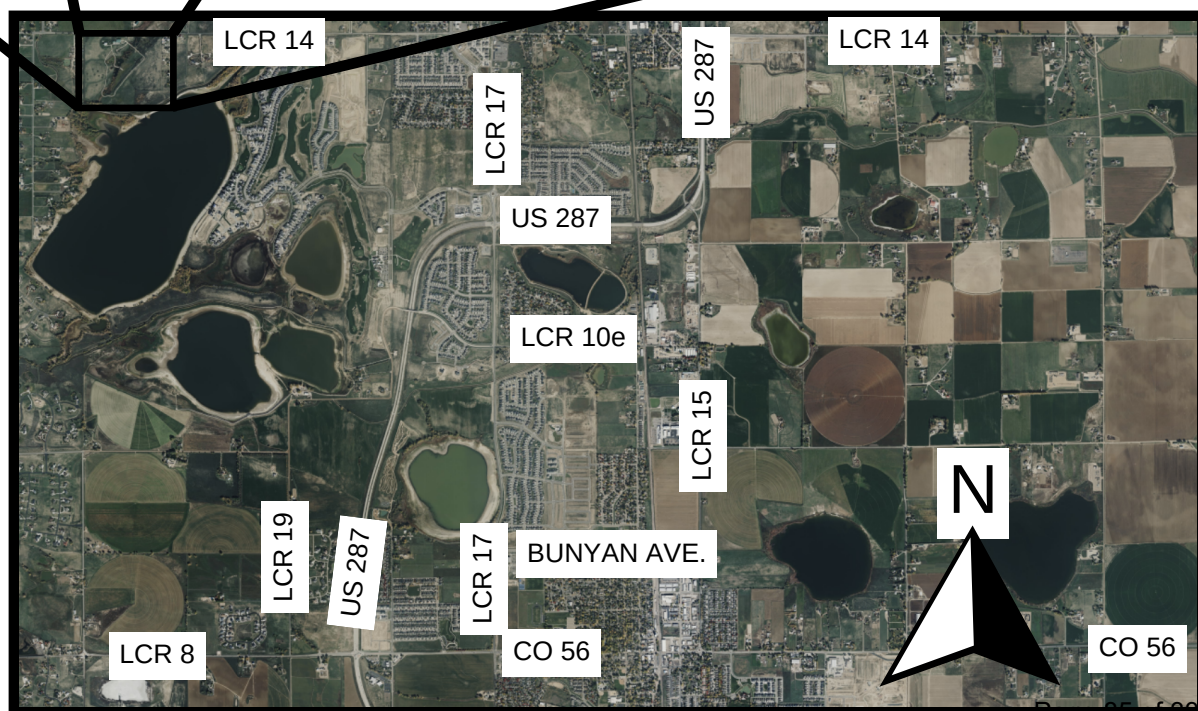
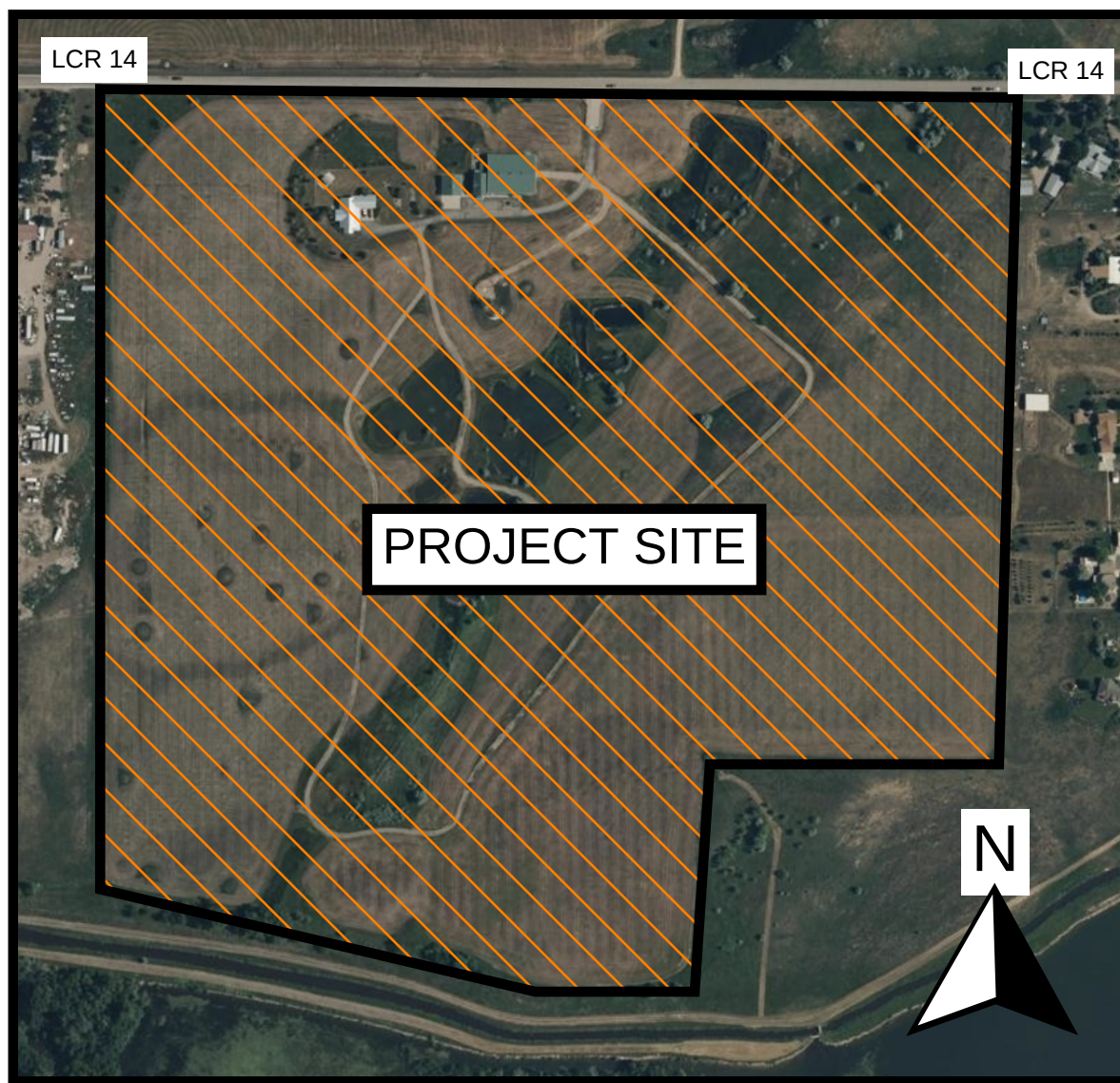
Attest: _____

(Secretary)

Business address: _____

Phone No.: _____

PROJECT LOCATION



Agreement for Services
(Fixed Fee)

This Agreement for Services (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Berthoud, a Colorado municipal corporation with an address of 807 Mountain Avenue, Berthoud, CO 80513 (the "Town"), and _____, an independent contractor with a principal place of business at _____ ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

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

1. **Scope of Services.**

a. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and known as:

b. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

2. **Term and Termination.**

a. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

b. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

3. **Compensation.** In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$_____. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for

such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

4. Responsibility.

a. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other contractors in the same or similar type of work in the applicable community.

b. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

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

5. Ownership. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

6. Independent Contractor. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

7. Insurance.

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

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

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

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

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

8. Indemnification. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer,

employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor; provided that Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

9. Miscellaneous.

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

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

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

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

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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

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

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

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

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

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Exhibit A
Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

DRAFT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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A Practice Division of the
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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
- 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER: Town of Berthoud
807 Mountain Avenue
P.O. Box 1229
Berthoud, CO 80513

BID

Bid Due Date: _____

The work will include all necessary labor, supervision, equipment, tools, and material to meet the **Jaskowski Park and Open Space Project** as provided per bid items.

The **Jaskowski Park and Open Space Project** may consist of grading and installing a gravel parking lot, lot lighting, security fencing around existing buildings, perimeter trail, and interior trail enhancements. Actual work quantities will vary from the Bid Form quantities.

BOND

Bond Number: _____

Date: (Not later than Bid Due Date): _____

Penal Sum: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

NOTE: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER, or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to OWNER (upon default of Bidder) any difference between the total amount of the bid of the next lowest, responsible, and responsive bidder as determined by OWNER for the Work required by the Contract Documents, provided that:
 - 1.1. If there is no such next lowest, responsible, and responsive bidder and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond.
 - 1.2. In no event shall Bidders and Surety's obligations hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any Construction Performance and Construction Payment Bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5. hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder provided that the total time for issuing Notice of Award (including extensions) shall not in the aggregate exceed **one hundred twenty (120)** days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond before **thirty (30)** calendar days after the notice of default required in paragraph 4. above is received by Bidder and Surety and, in no case, later than one (1) year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

PERFORMANCE BOND

_____, as Principal (“Contractor”), and
_____, as Surety (“Surety”), with general offices in
_____, a corporation organized under the laws of the
State of _____ and authorized to transact business in the State of Colorado, are

hereby bound unto the Town of Berthoud, Colorado, as Obligee (“Town”), in the penal sum of
_____ Dollars
(\$ _____) in United States currency for the payment of which sum the Contractor and the Surety
bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written construction contract with the Town dated
_____, 2026, for the **Jaskowski Park and Open Space Project** (“Contract”),
attached hereto and incorporated herein by reference.

NOW, THEREFORE, the conditions of this performance bond are such that, if the Contractor shall
satisfactorily perform the Contract, then this performance bond shall be null and void; otherwise it shall
remain in full force and effect.

In addition to the other conditions hereof, this performance bond shall satisfy all provisions and conditions
set forth in C.R.S. §§ 38-26-105 and 106, as amended.

THE UNDERSIGNED SURETY, for value received, hereby agrees that no extension of time, change in,
addition to, or other modification of the terms of the Contract or work to be performed thereunder or of the
specifications of the contract documents shall in any way affect its obligation on this performance bond, and
the Surety does hereby waive notice of any such extension of time, change, addition, or modification.

Any action against the Surety on this performance bond shall be brought no later than two (2) years from
the date fixed for final settlement of the Contract.

IN WITNESS WHEREOF, the parties have executed this performance bond as of the date first above
written.

CONTRACTOR:

By:

Title:

ATTEST: (if corporation)

Corporate Secretary
SURETY:

By:

Attorney-in-Fact

ATTEST:

Corporate Secretary

PAYMENT BOND

_____, as Principal (“Contractor”), and
_____, as Surety (“Surety”), with general offices in
_____, a corporation organized under the laws of the
State of _____ and authorized to transact business in the State of Colorado, are

hereby bound unto the Town of Berthoud, Colorado, as Obligee (“Town”), in the penal sum of
_____ Dollars
(\$ _____) in United States currency for the payment of which sum the Contractor and the Surety
bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written construction contract with the Town dated
_____, 2026, for the **Jaskowski Park and Open Space Project** (Contract”),
attached hereto and incorporated herein by reference.

NOW, THEREFORE, the conditions of this payment bond are such that, if the Contractor shall at all times
promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its
subcontractors with labor, material, rental machinery, tools, or equipment used or performed in the
prosecution of the work provided for in the Contract and shall indemnify and save harmless the Town to the
extent of any payments in connection with the performance of such subcontracts that the Town may be
required to make under law, then this obligation shall be null and void; otherwise it shall remain in full
force and effect.

In addition to the other conditions hereof, this payment bond shall satisfy all provisions and conditions set
forth in C.R.S. §§ 38-26-105 and 106, as amended.

THE UNDERSIGNED SURETY, for value received, hereby agrees that no extension of time, change in,
addition to, or other modification of the terms of the Contract or work to be performed thereunder or of the
specifications of the contract documents shall in any way affect its obligation on this performance bond, and
the Surety does hereby waive notice of any such extension of time, change, addition, or modification.

Any action against the Surety on this payment bond shall be brought no later than two (2) years from the
date fixed for final settlement of the Contract.

IN WITNESS WHEREOF, the parties have executed this payment bond as of the date first above written.

CONTRACTOR:

By:

Title:

ATTEST: (if corporation)

Corporate Secretary
SURETY:

By:

Attorney-in-Fact

ATTEST:

Corporate Secretary



TOWN OF BERTHOUD

JASKOWSKI OPEN SPACE PROJECT

SURVEY NOTES

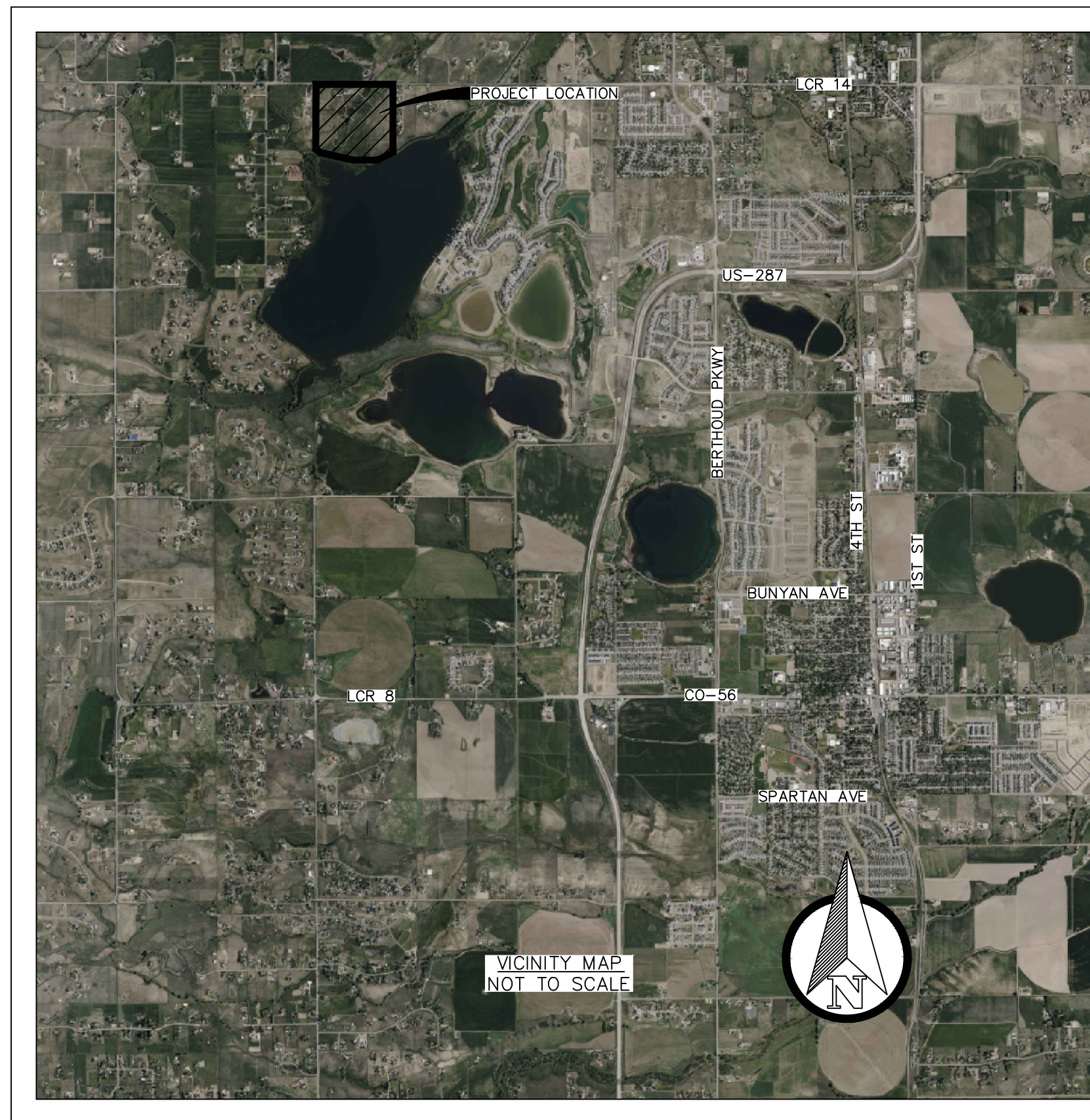
NO SURVEY HAS BEEN CONDUCTED FOR THIS PROJECT. IT IS CONTRACTOR'S RESPONSIBILITY TO CONFIRM ELEVATIONS AND EXISTING UTILITY LOCATIONS PRIOR TO START OF WORK. ELEVATIONS SHOWN ON PLAN ARE ILLUSTRATIVE IN NATURE AND DO NOT CONSTITUTE ACTUAL ELEVATIONS; THESE WILL NEED TO BE VERIFIED IN FIELD BY CONTRACTOR PRIOR TO START OF WORK.

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 4 AS BEARING NORTH 89 DEGREES 59' 30" EAST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, ALSO CONSIDERING SAID NORTH LINE AS BERING MONUMENTED WITH A 2" ALUMINUM CAP STAMPED PLS 23500 AT THE NORTHWEST CORNER OF SAID NORTHERN QUARTER AND A 1" IRON PIPE AND 2" BRASS CAP STAMPED PLS 20676 AT THE NORTH QUARTER CORNER OF SAID SECTION 4; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 89 DEGREES 50' 30" EAST, A DISTANCE OF 2668.59 FEE; THENCE SOUTH 00 DEGREES 03' 00" EAST, ALONG THE WEST LINE OF THE NORTHERN QUARTER OF SAID SECTION 4, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES AND 03' 00" EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 1720.96 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE CONSOLIDATED HOME SUPPLY DITCH, ACCORDING TO THE "PLAT OF LONETREE RESERVOIR AND LAND OWNED BY THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY," AS PREPARED BY THORWALD HARVEY SACKETT IN FEBRUARY OF 1961; THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE BOUNDARY OF SAID LAND OWNED BY THE HOME SUPPLY DITCH AND RESERVOIR COMPANY, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. SOUTH 79 DEGREES 28' 00" EAST, A DISTANCE OF 753.00 FEET;
2. SOUTH 69 DEGREES 19' 00" EAST, A DISTANCE OF 261.97 FEET;
3. NORTH 87 DEGREES 56' 00" EAST, A DISTANCE OF 321.92 FEET;
4. SOUTH 84 DEGREES 17' 00" EAST, A DISTANCE OF 20.53 FEET
5. NORTH 00 DEGREES 08' 30" EAST, A DISTANCE OF 489.99 FEET;
6. NORTH 89 DEGREES 57' 10" EAST, A DISTANCE OF 665.78 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION4, AS FOUND MONUMENTED BY A 1" IRON PIPE WITH A PLASTIC SEAL STAMPED LS 4112 AT THE SOUTH END OF SAID WEST LINE AND A NUMBER 4 REBAR AT THE NORTH END OF SAID WEST LINE; THENCE NORTH 00 DEGREES 13' 52" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1451.74 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD NUMBER 14, FROM WHICH THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4 BEARS NORTH 00 DEGREES 12' 52" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89 DEGREES 50' 30" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 2001.84 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO.



SHEET INDEX

SHEET NO.	SHEET DECIPTION	SHEET TITLE
1	C-1	COVER
2	C-2	GENERAL NOTES
3	C-3	EXISTING SITE CONDITIONS
4	C-4	PROPOSED IMPROVEMENTS - OVERALL
5	C-5	PARKING LOT IMPROVEMENTS PLAN
6	C-6	SITE LIGHTING PLAN
7	C-7	SITE IMPROVEMENTS PLAN
8	D-1	DETAILS
9	G-1	GRADING PLAN
10	T-1	TRAFFIC PLAN

TOWN OF BERTHOUD APPROVAL

ALL WORK SHALL BE CONSTRUCTED TO THE TOWN STANDARDS AND SPECIFICATIONS. THESE PLANS HAVE BEEN REVIEWED BY THE TOWN OF BERTHOUD FOR CONCEPT ONLY AND GENERAL CONFORMANCE WITH THE TOWN'S STANDARDS AND SPECIFICATIONS. THE REVIEW BY THE TOWN OF BERTHOUD DOES NOT IMPLY RESPONSIBILITY BY THE TOWN OF BERTHOUD OR THE TOWN ENGINEER FOR ACCURACY AND CORRECTNESS OF THE PLANS OR CALCULATIONS.

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM DATE OF THE TOWN ENGINEER'S APPROVAL.

APPROVED BY:

TOWN ENGINEER _____ DATE _____



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

JASKOWSKI OPEN SPACE

COVER

C-1

SHEET 1 of 10

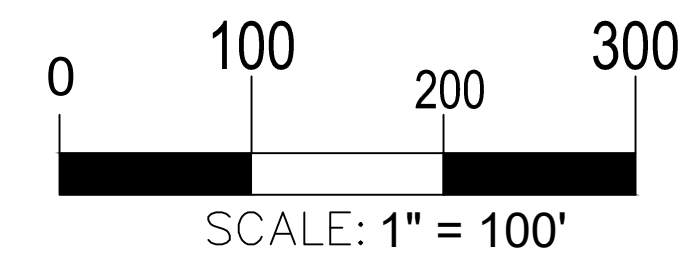
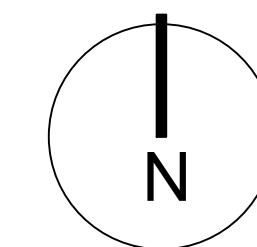
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JASKOWSKI OPEN SPACE

EXISTING SITE CONDITIONS



C-3

SHEET 3 of 10

DISC GOLF LEGEND

- 10' DIAMETER CONCRETE TEE PAD (x 20)
- INNOVA DISCatcher® PRO 28 BASKET (x 18)
- DISC COURSE LINE OF SIGHT
- DISC COURSE 60' SAFETY BUFFER ZONE

PARCEL NO: 9405100001
OWNER: HALSEY WILLIAM B
ZONING: RR-2 RURAL RESIDENTIAL



PARCEL NO: 9404000006
OWNER: ANDERSON
JEFFREY WADE
ZONING: RR-2

PARCEL NO: 9404000005
OWNER: HUTCHINSON
THOMAS ALAN
ZONING: RR-2

PARCEL NO: 9404000003
OWNER: MILNER DAVID C
ZONING: RR-2

PARCEL NO: 9404000010
OWNER: MYERS TIMOTHY
JOSEPH
ZONING: RR-2

PARCEL NO: 9404205002
OWNER: CARLSON
RONDA RENAE
ZONING: RR-2

PARCEL NO: 9404205001
OWNER: DYER RONNIE C
ZONING: RR-2

PARCEL NO: 9404000009
OWNER: GINTHER JEROMY J
ZONING: RR-2

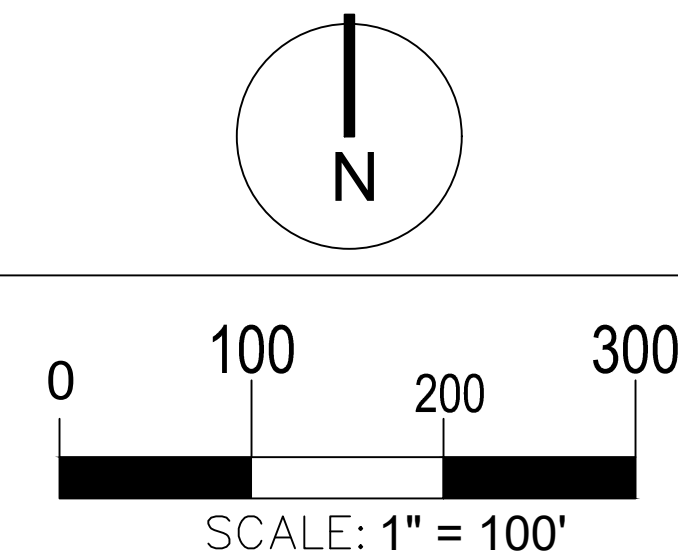
PARCEL NO: 9404000907
OWNER: CONSOLIDATED HOME SUPPLY
DITCH AND RESERVOIR COMPANY
ZONING: RR-2



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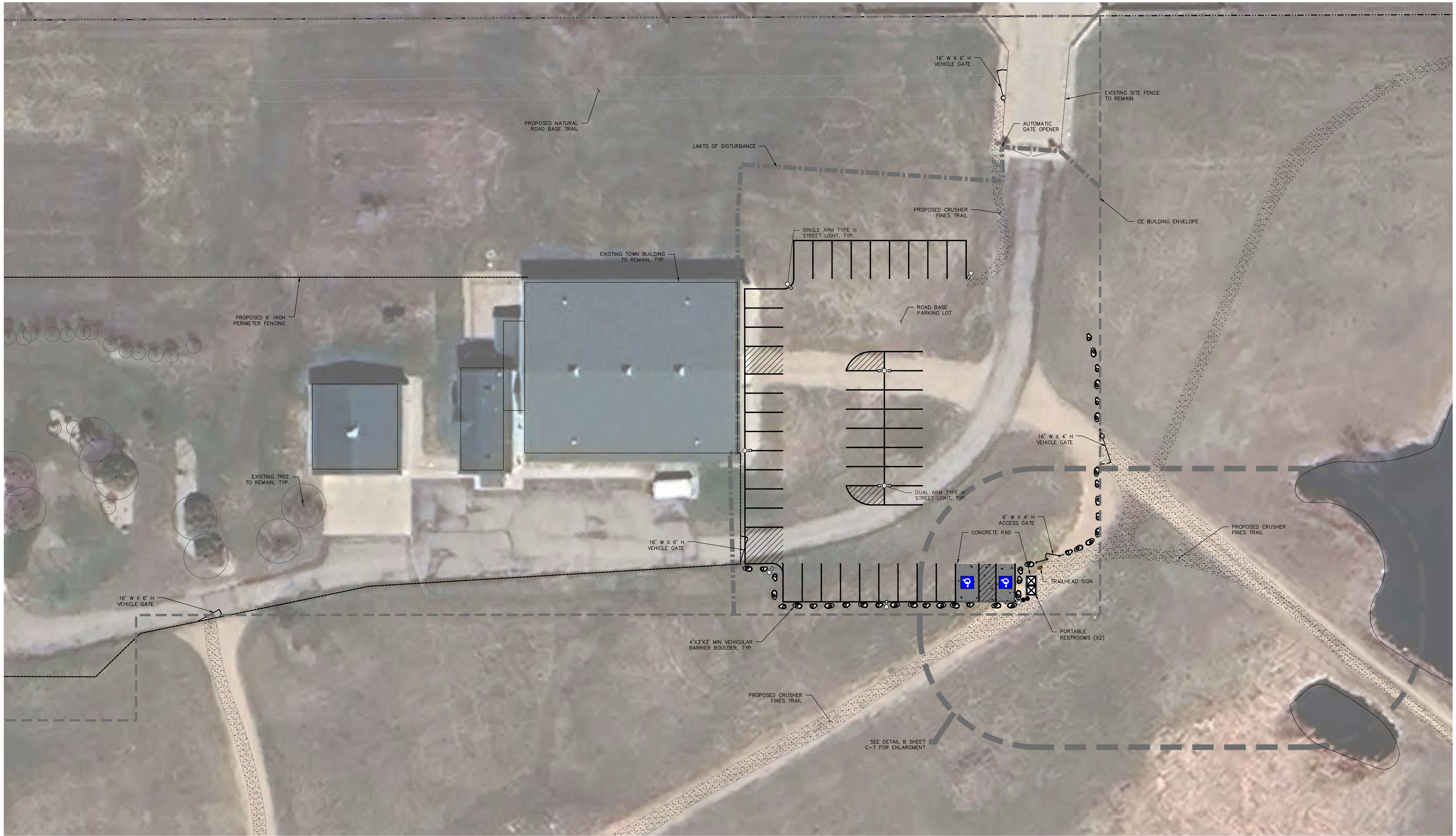
JASKOWSKI OPEN SPACE

PROPOSED IMPROVEMENTS - OVERALL



C-4

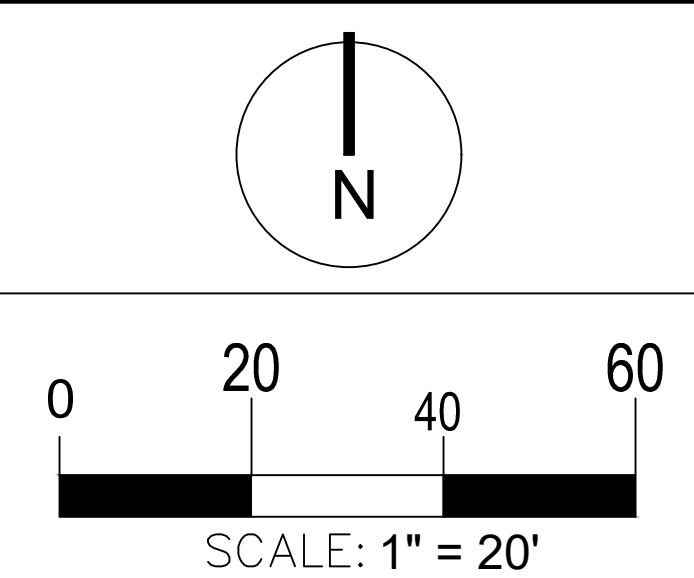
SHEET 4 of 10



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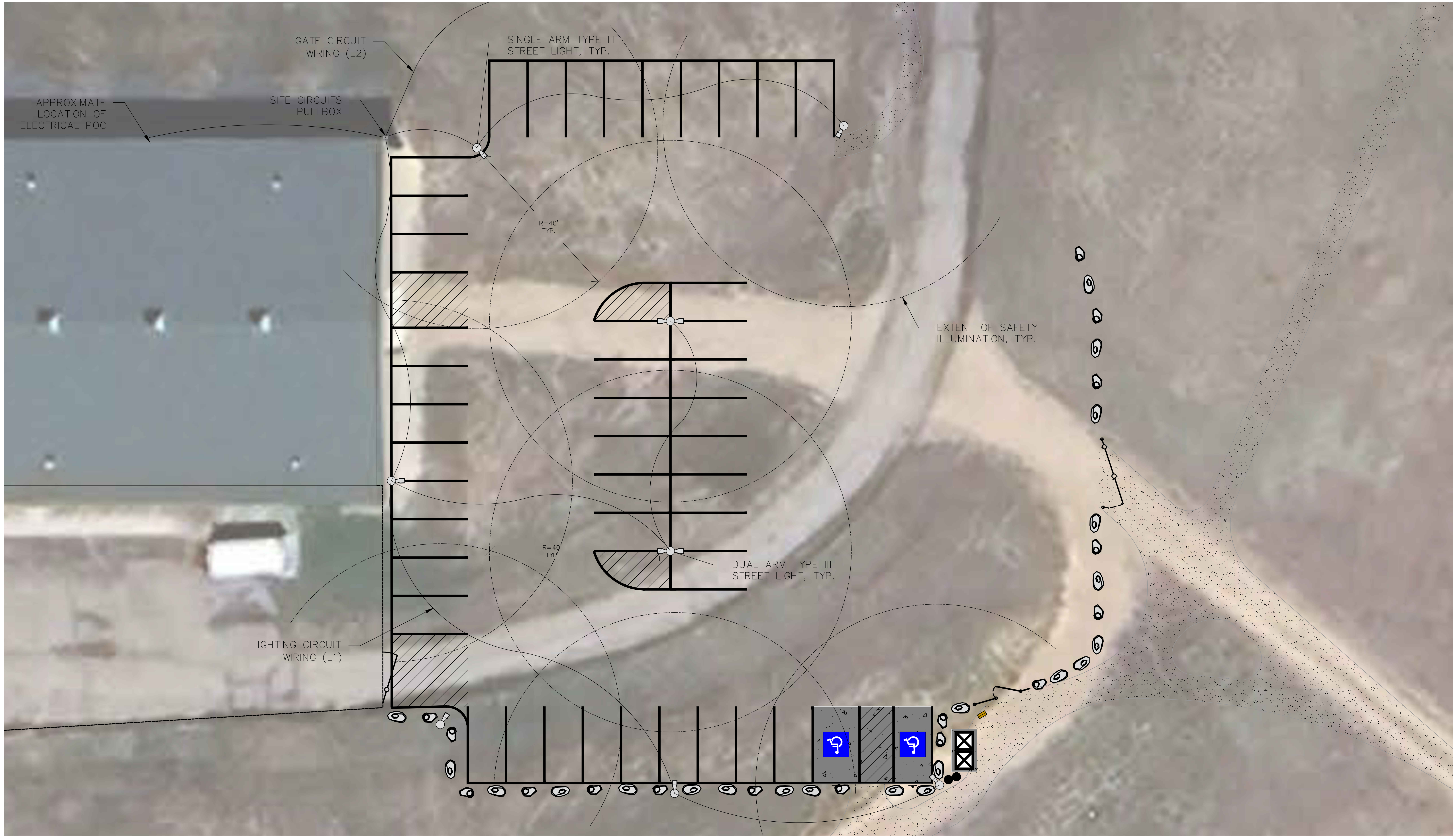
JASKOWSKI OPEN SPACE

PARKING LOT IMPROVEMENTS PLAN



C-5

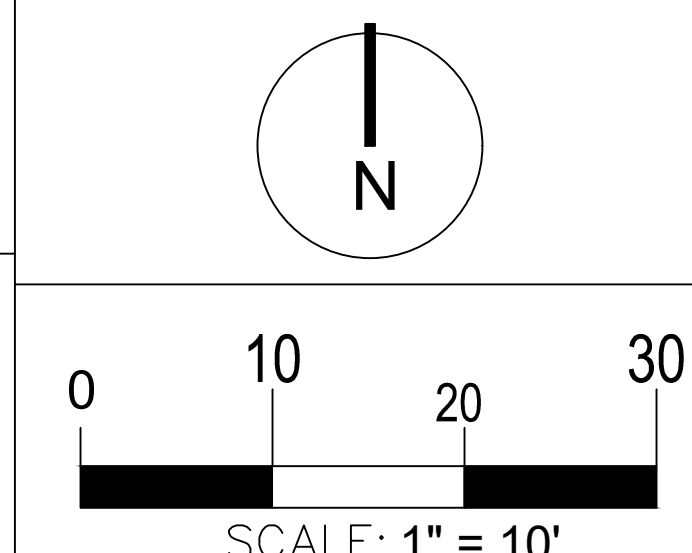
SHEET **5** of 10



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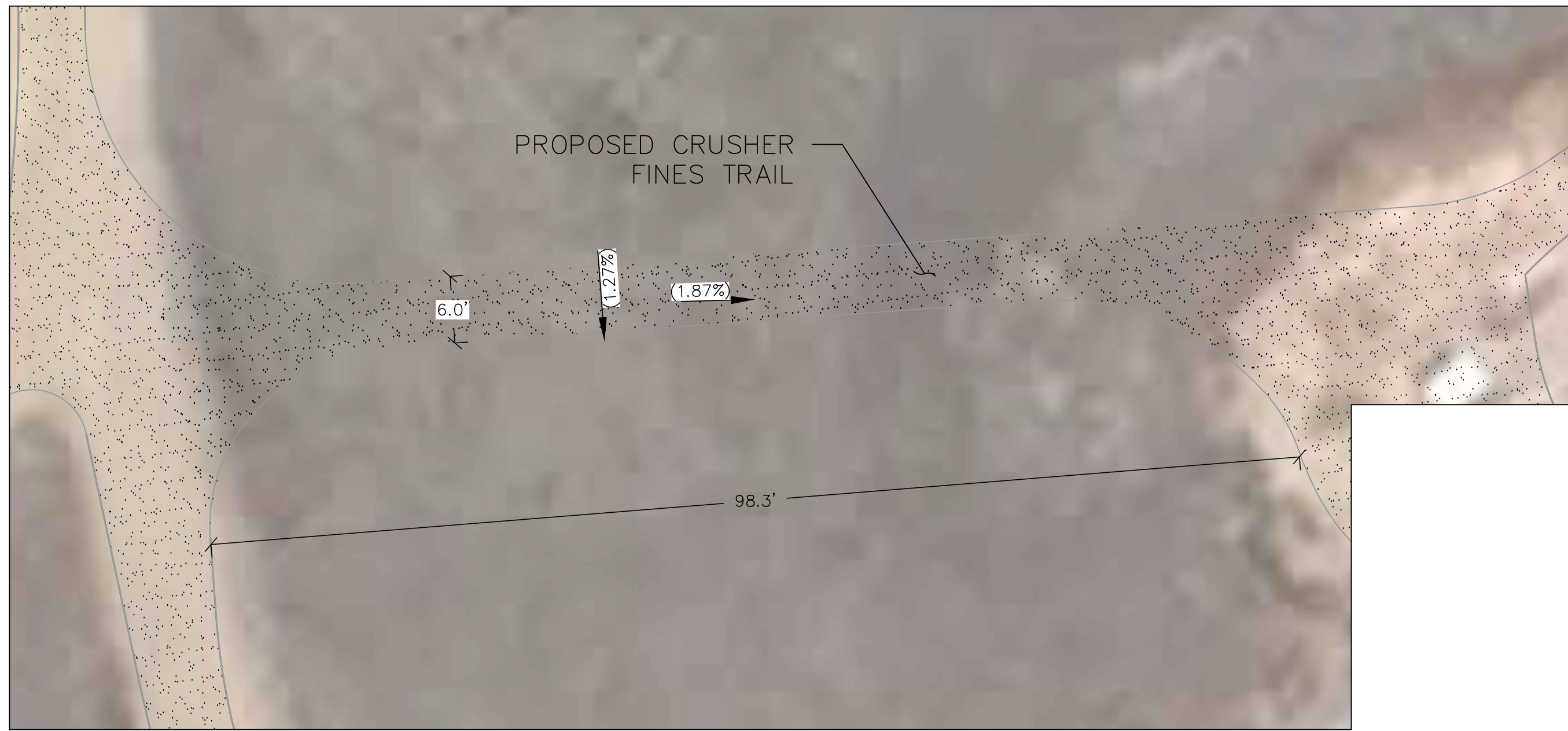
JASKOWSKI OPEN SPACE

SITE LIGHTING PLAN

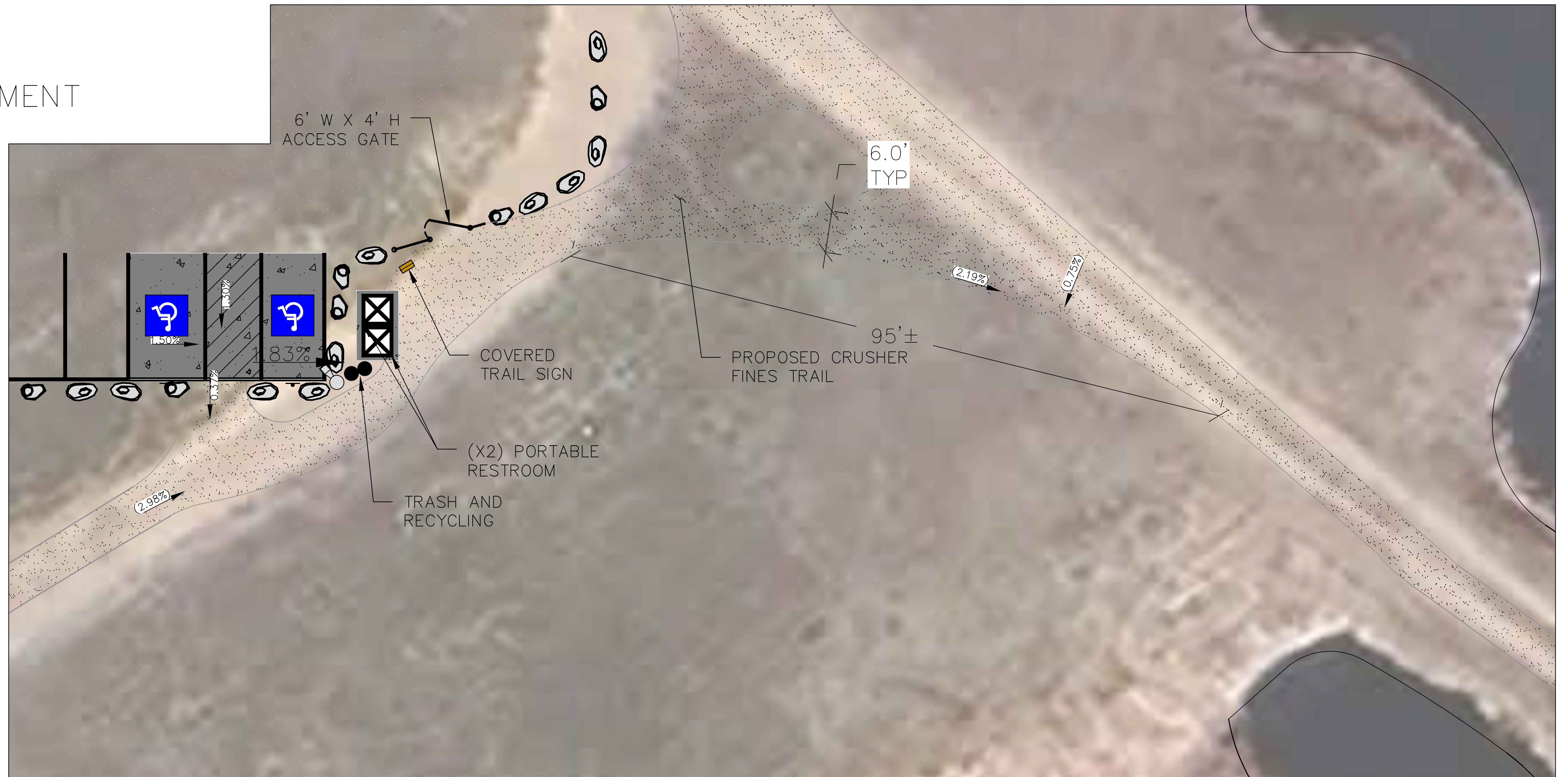


C-6

SHEET 6 of 10



DETAIL A
SOUTH CONNECTOR TRAIL ENLARGEMENT



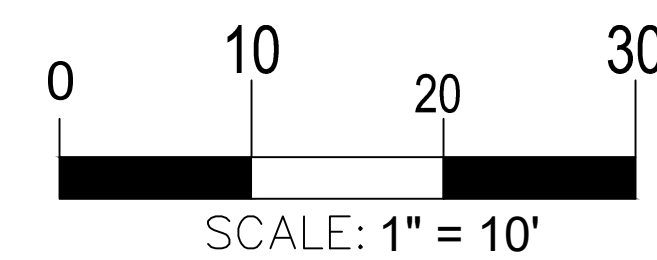
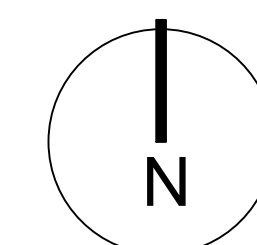
DETAIL B
EAST CONNECTOR TRAIL ENLARGEMENT



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Berthoud.org

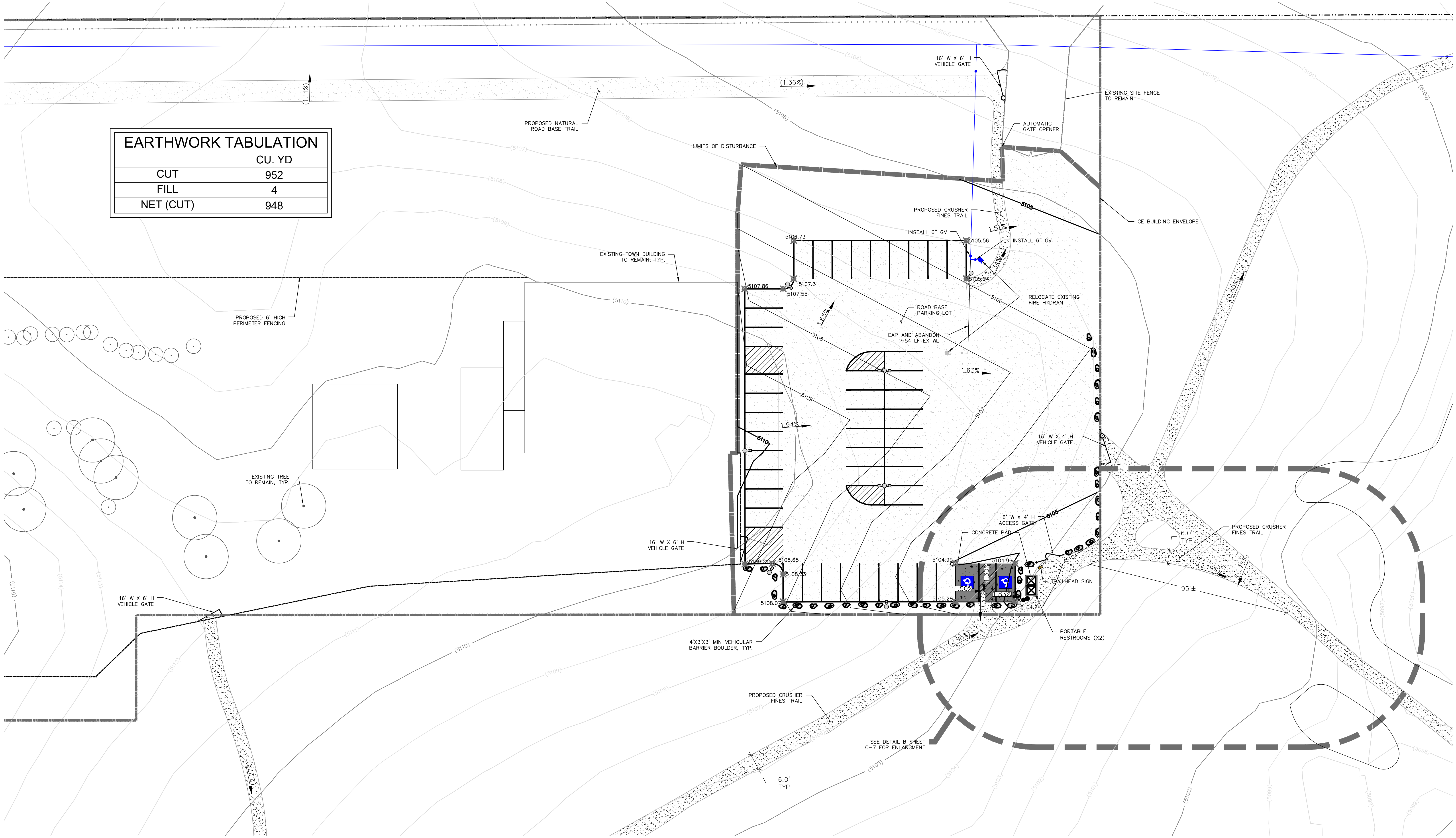
JASKOWSKI OPEN SPACE

SITE IMPROVEMENTS PLAN



C-7

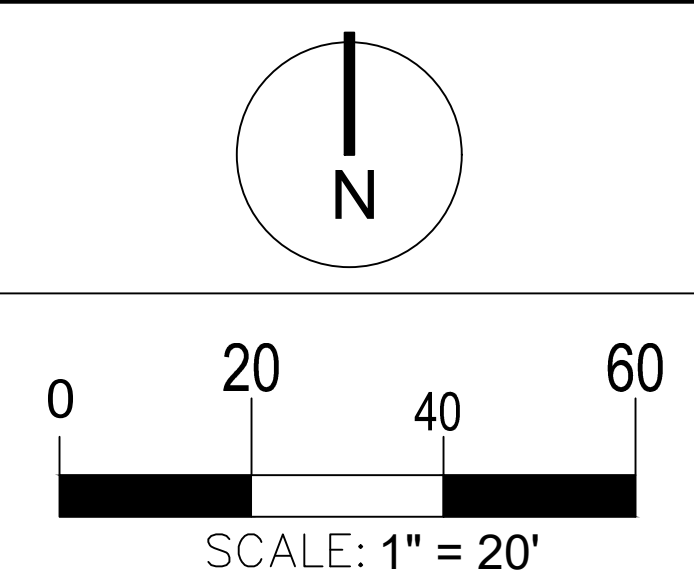
SHEET 7 of 10



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Berthoud.org

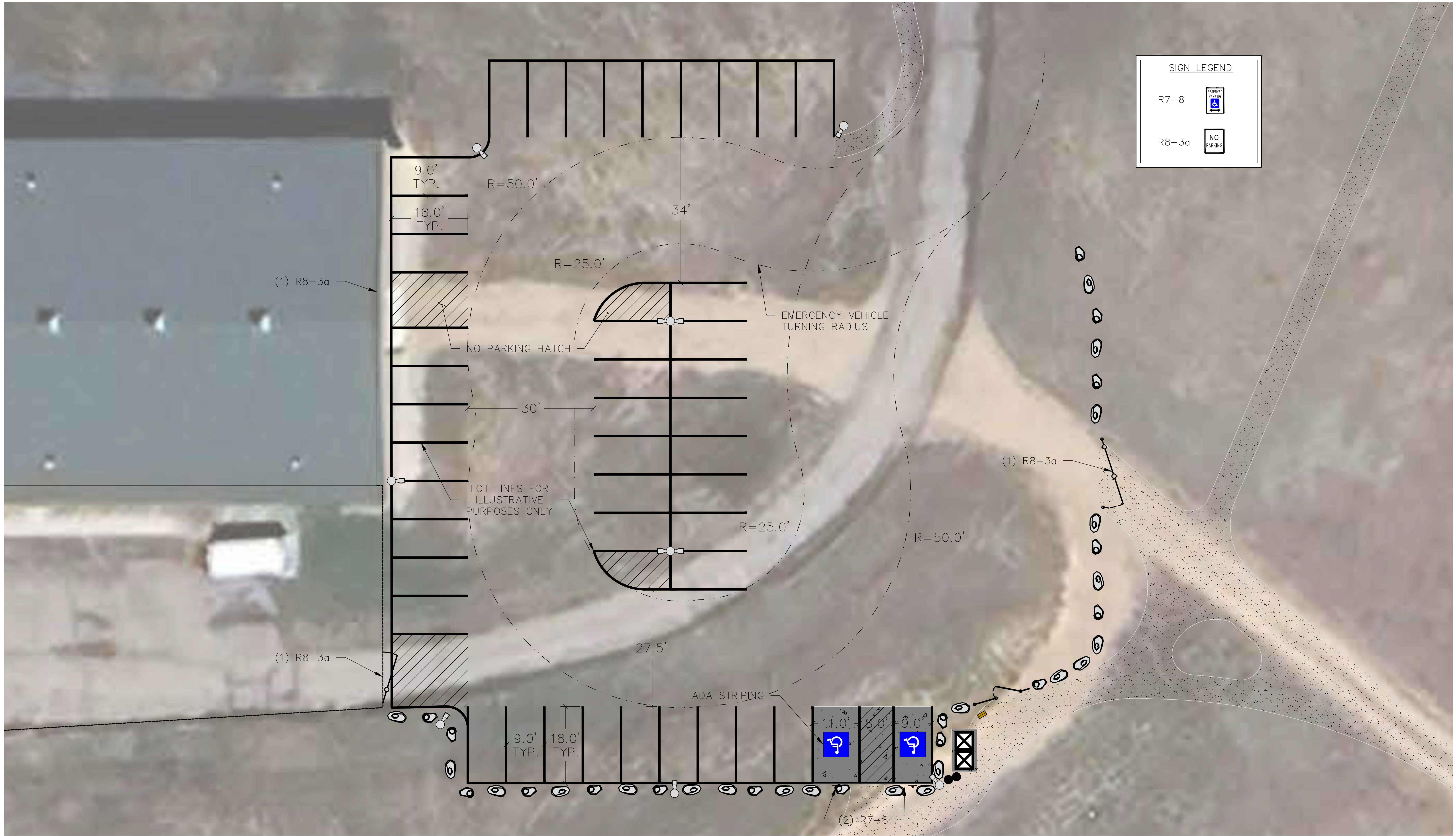
JASKOWSKI OPEN SPACE

GRADING PLAN



G-1

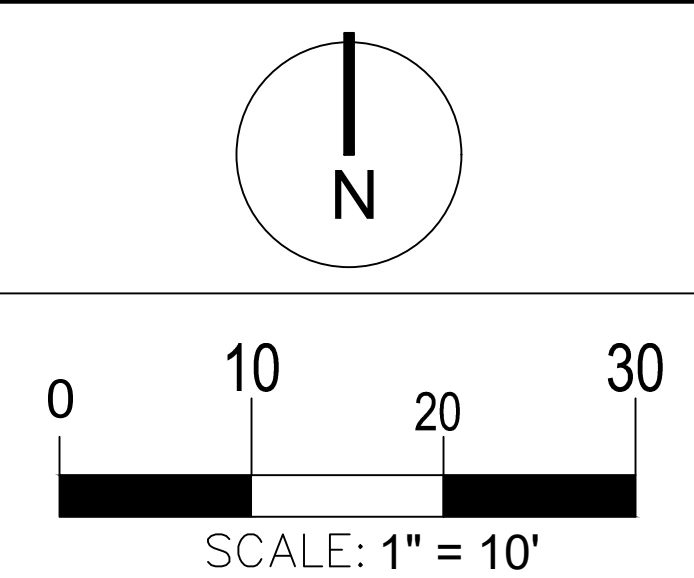
SHEET 9 of 10



807 Mountain Ave PO Box 1229
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JASKOWSKI OPEN SPACE

TRAFFIC PLAN



T-1

SHEET 10 of 10

Board of Trustees Information



Public Works Department

Meeting Date:	August 25, 2026
Agenda Title/Subject:	Arboretum Design Reduction Contract
Type of Item:	Consent Agenda
Purpose:	Approve cost reduction design services for the Berthoud Arboretum
Presented by:	Keith Knoll

Attachments:

1. Contract Draft - Arboretum Revisions - Wenk

Background:

At the July 28 meeting, the Board approved the staff-recommended scope reductions for the Berthoud Arboretum Project. The approved changes included reductions to play equipment, site furnishings, structures, plantings, trails, and other project elements. The Board also directed staff to identify how elements removed from the initial construction phase could be implemented in future phases.

The plans, specifications, bid schedule, and supporting engineering documents must now be revised to reflect the approved scope and future phasing. These revisions are necessary for GTC to finalize project pricing and prepare a lump-sum construction contract for future Board consideration.

Wenk Associates submitted an additional services proposal in an amount not to exceed \$93,220 to complete the required design revisions. The proposal includes the following four categories of professional services:

- Landscape architecture and amenities—Wenk Associates: \$24,120
- Civil engineering—Martin/Martin: \$35,500
- Lighting design—Resses Hackman: \$4,700
- Irrigation design—HydroSystems-KDI: \$28,900

Update/Next Steps:

Following approval, Wenk Associates and its subconsultants will revise the construction documents to incorporate the value-engineering changes approved by the Board. Staff will continue coordinating with Wenk Associates and GTC to finalize the project scope and construction cost.

Once the revisions and final pricing are complete, staff will return to the Board with a lump-sum

construction contract with GTC for consideration and potential award.

Fiscal Impact and Fund Source:

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

Based on the 2026 budget before the July 28 Board Meeting.

Community Touchstones:

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

Recommended Action(s):

Approve the additional design services proposal with Wenk Associates in an amount not to exceed \$93,220.

Agreement for Professional Services
(Fixed Fee)

This Agreement for Professional Services (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the Town of Berthoud, a Colorado municipal corporation with an address of 807 Mountain Avenue, Berthoud, CO 80513 (the "Town"), and Wenk Associates, Inc., an independent contractor with a principal place of business at 1130 31st St. #101, Denver, CO 80205 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

I. Scope of Services

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and known as: **Berthoud Arboretum Value Engineering (VE) Document Revisions Add Service Request**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed \$93,220. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

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

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

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. Independent Consultant

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

VII. Insurance

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

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

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially

changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

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

VIII. Indemnification

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

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

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

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

- D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.
- E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.
- H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
- J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.
- M. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

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

Town of Berthoud, Colorado

William Karspeck, Mayor

Attest:

Christian R. Samora, CMC, Town Clerk

Consultant

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2026, by _____ as _____ of _____.

My commission expires:

(Seal)

Notary Public

Exhibit A
Scope of Services



ASSOCIATES
P L A N N E R S &
L A N D S C A P E
A R C H I T E C T S

Mr. Keith Knoll
Public Works Operational Manager
Town of Berthoud
807 Mountain Avenue
Berthoud, CO 80513

August 19, 2026

RE: Berthoud Arboretum Value Engineering (VE) Document Revisions Add Service Request

Dear Keith:

Wenk Associates is pleased to submit this additional scope of work and fees to revise the Berthoud Arboretum at Waggener Farm Park 100% Construction Documents. The revisions to the documents will be based on email correspondence and informational meetings between the Town of Berthoud, the design team and the selected contractor GTC. Included in this add service request are fees for Wenk Associates, Martin/Martin, Reese Hackman, and Hydrosystems KDI.

We would be happy to discuss our add service request with you in greater detail, or to make clarifications as needed. Please do not hesitate to contact me if you have any questions.

Sincerely,

Nicole Horst
Principal

The Town of Berthoud may accept this proposal either by signature, oral assent, verbally authorizing Wenk Associates to begin providing services, or making any payments to Wenk Associates in consideration of services and any of the above modes of acceptance shall be deemed to incorporate all the terms of this proposal into the contract between the parties thereby formed. To indicate your acceptance of this agreement and authorize Wenk Associates to proceed with the work, please sign and return via email to nhorst@wenkla.com

Signature and Title

Date

Berthoud Arboretum
Exhibit One: Add Service Request

The add service includes revisions to the Berthoud Arboretum 100% Construction Documents.

The subconsultants included in the add service request are listed below:

Civil Engineering: Martin/Martin

Structural Engineering: Martin/Martin

Electrical: Reese Hackman

Irrigation Design: Hydrosystems KDI

We have identified key tasks below:

Key Tasks:

1. Coordination between Wenk Associates and the design team
2. Revisions to the project specifications
3. Revisions to the construction drawings
4. (1) 100% Construction Document revised submittal.

Fees by Task:

Our total fee for the tasks outlined is \$93,220. We will invoice time and materials not to exceed based on our 2025 billing rates.

Fees Per Consultant:

Wenk Associates	\$24,120
Martin/Martin	\$35,500
Reese Hackman	\$4,700
Hydrosystems KDI	\$28,900
Total Fee	\$93,220

Assumptions and Exclusions:

- We assume that design services will occur in 2026. Fees are based on 2025 billing rates and are valid for (12) months following the notice to proceed for the project. Any significant alterations to this schedule may result in additional consultant fees to be negotiated with the Town of Berthoud.
- Construction observation services are included for reference only and not included in this add service fee. We anticipate being involved in construction observation and will provide those fees following the construction document phase.
- We assume no as-built drawings for the project. If these services are needed a proposal will be written to include these additional services.
- We assume that Value Engineering will occur prior to Construction Documents. If Value Engineering occurs during the Construction Document phase or there are significant site adjustments for the project budget, a proposal will be written for additional services to accommodate the site adjustments.

Payment of Fees:

Wenk Associates, Inc. (Wenk) will invoice monthly on an hourly not to exceed basis.

Client Responsibilities

Project fees and schedules are based on continuous progression of the project. Prompt direction and approval from the Owner regarding project program, elements, layouts, and other Owner sensitive decisions are essential to the project's success. The Owner shall provide written approval of the design at established project milestones within this proposal. Acceptance of this proposal acknowledges this responsibility. In the interest of clear direction and communication, input from any other members or partners of the ownership team should be routed through the client to Wenk Associates.

Project Changes

This proposal is based upon initial information as furnished by the Town of Berthoud as described above. If at any time the program changes significantly (i.e. substantial changes to site size, building locations, construction cost, use, occupancy, Town-directed changes from concept plan, program, Consultant team or construction type), this proposal will be revised. In this event, Wenk Associates will pause work with reasonable notice and evaluate potential impacts to scope and schedule. Wenk Associates will then issue a revised proposal or Additional Service if warranted before proceeding with the work. If additional deliverables or drawing packages beyond those listed in the phases in this proposal are requested by the Owner at any given time, they can be provided as an Additional Service, billed hourly or by an agreed upon lump sum, and with appropriate adjustments to the design schedule.

Project Hold / Pause

If the project is paused or placed on hold for any reason outside of Wenk Associates' control, Wenk Associates will stop work within 7 days. At this time, Wenk Associates will invoice for any outstanding, non-billed work completed prior to the hold. If requested, Wenk Associates can continue to support the client during the project hold as an Additional Service. Any work done during this period will be billed hourly based on the rates listed below.

Project Restart

During a project hold, the client is to provide Wenk Associates with written directive at least 2 weeks prior to an anticipated project restart date. Upon receipt of the written directive, Wenk Associates will confirm the anticipated project restart date and begin to mobilize the Consultant team. Any past due or delinquent invoices must be paid in full prior to project restart. A Project Restart Fee of \$- (2% of Landscape Architecture fee) will be billed to the Owner/Client upon restart of the project. This fee covers the cost of inefficiencies specific to the mobilization of staff, project resources and Consultants. The above fees do not include significant project changes that occur. If significant changes occur, Wenk Associates will issue a revised project schedule and fee table.

2025 Billing Rates

<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>
Founding Principal	\$300
Principal II	\$250
Principal I	\$230
Associate Principal	\$200
Senior Project Manager II	\$175
Senior Project Manager I	\$160
Project Manager II	\$150
Project Manager I	\$130
Landscape Designer / Urban Designer / Landscape Architect - II	\$120
Landscape Designer / Urban Designer - I	\$110
Landscape Design / Urban Design - Intern	\$ 90
Public Engagement Director	\$175
Public Engagement Specialist	\$135
Graphic Designer	\$150

Direct Reimbursables

Mileage	Current Government Rates
Plots	\$.50/sf or actual cost if outside vendor
Photocopies	.20/ea
Color photocopies 8.5 x 11	1.00/ea
Color photocopies 11 x 17	1.50/ea
24x36 Graphic Boards	\$20 or actual cost if outside vendor
30x42 Graphic Boards	\$25 or actual cost if outside vendor
Consultants	cost plus 10%

End of Wenk Associates' Proposal

TOWN TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	August 25, 2026
Agenda Title/Subject:	Rural Alternatives for Transportation (RAFT) Annual Funding Agreement for Transportation
Type of Item:	Regular Item
Purpose:	Authorize the Town Administrator to enter into a services agreement with RAFT
Presented by:	Chris Kirk, Town Administrator

BACKGROUND:

As the Board is aware, the Town provides annual funding to RAFT in consideration of the transportation services that they provide to Berthoud residents. Specifically, RAFT provides on-demand transportation to seniors and adults with disabilities who live in the Town of Berthoud. These services are provided outside of the normal operating hours for the Town's Berthoud Area Transportation Service (BATS) and supplement the Town's ability to provide needed services to members of our community.

Since 2025, the Town and RAFT have been discussing the possible merger of our two organizations. The agreement necessary to consider this merger is not complete. While this negotiation is underway, RAFT continues to provide the services historically offered. Without an agreement for this fiscal year, the Town cannot provide the budgeted funding to RAFT to support these services. The 2026 Town Annual Budget includes \$75,000 in funding for RAFT.

FISCAL IMPLICATIONS:

If the board authorizes the Town Administrator to enter into an agreement with RAFT for transportation services, staff will work with RAFT to complete the agreement and will then pay RAFT the \$75,000 budgeted.

STAFF RECOMMENDATION:

Authorize the Town Administrator to enter into a services agreement with RAFT in the amount of \$75,000 for 2026, subject to the final approval of the Town Attorney

Board of Trustees Information

Community Development Department



Meeting Date:	August 25, 2026
Agenda Title/Subject:	Update on Farmstead 2nd Filing Construction Progress
Type of Item:	Consent Agenda
Purpose:	To provide an update on progress at Farmstead 2
Presented by:	Anne Johnson

Attachments:

None

Background:

The Town approved the Farmstead Filing 2 Final Plat in May 2023. Prior to infrastructure installation, the Town requires the developer to enter into a Development Agreement and post surety. A Development Agreement was entered into on March 14, 2024 between the Town and the property owner (LGI Homes). This agreement was later amended to include deadlines for the required public improvements on May 27, 2025. Both agreements govern the development of Farmstead 2, including the required improvements and surety was posted. LGI Homes contracted with Post Modern Development (PMD) to construct and install the public improvements.

On May 15, 2026, a notice of default was issued to LGI for the failure to meet the deadlines for Phases B1 and B2, the 10-Acre Park and Trail System, and the Clubhouse and Pool. As a result of that notice of default, LGI and PMD have been working to reestablish a schedule of deadlines with third parties who need to perform work prior to completion of some of the items listed above. Town staff continues to monitor the progress and push for a resolution of the notice of default. The Town continues to pursue all available legal remedies for the default while also working to ensure that the improvements are completed as quickly as possible.

The adaptive playground in the development is nearing completion and has a scheduled grand opening of September 5, 2026. The current scheduled completion date for the improvements to Highway 56 and County Line Road is October 31, 2026.

Update/Next Steps:

Town Staff along with the Attorneys have been closely coordinating with LGI and PMD. The Goal is to obtain a 2nd Amended Development Agreement inclusive of a realistic schedule.

Fiscal Impact and Fund Source:

There is no fiscal impact in providing this update.

Community Touchstones:

While the lack of progress being made does not adhere to the touchstones of sustainability, resiliency and community identity; staff would like to assure the Trustees and public that we are taking all available avenues to ensure compliance with a 2026 completion timeline.

Recommended Action(s):

This information is provided to the Trustees and public as an update. No action is requested.

TOWN TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	August 25, 2026
Agenda Title/Subject:	Ordinance Approving Ballot Language for the November 3, 2026, Election
Type of Item:	Regular Item
Purpose:	Approve Ordinance 1390, Calling a Special Election on November 3, 2026 and Certifying a Ballot Issue to Authorize the Issuance of Revenue Bonds to Finance Capital Improvements
Presented by:	Chris Kirk, Town Administrator

ATTACHMENTS:

- Ordinance 1390
- 5-year budget projections for 1998 1% Fund and 2019 1% Fund

BACKGROUND:

On August 11, 2026, the Town Board took action directing staff to prepare the necessary intergovernmental agreements and ballot language for the November 3, 2026, election. The election is necessary to seek voter authorization for the Town to issue up to \$28,000,000 in bonds to finance the construction of Phase 1 of Mountain Vista Park (MVP).

The attached ordinance calls for the election to be held on November 3, 2026, and approves the ballot language presented below.

Bond Ballot Issue:

SHALL THE TOWN OF BERTHOUD DEBT BE INCREASED \$28,000,000, WITH A MAXIMUM REPAYMENT COST OF UP TO \$60,000,000, SUCH DEBT TO CONSIST OF SALES AND USE TAX REVENUE BONDS TO BE PAYABLE FROM ALL OR A PORTION OF THE TOWN'S SALES AND USE TAX AND ISSUED SOLELY FOR PARKS AND RECREATION PURPOSES, INCLUDING BUT NOT LIMITED TO THE DESIGN, CONSTRUCTION, AND EQUIPMENT OF A COMMUNITY PARK SITE KNOWN AS MOUNTAIN VISTA PARK AND CONSISTING OF A COMBINATION OF BALLFIELDS, AQUATIC RECREATION FEATURES, AND RELATED IMPROVEMENTS; SUCH BONDS TO BE ISSUED, DATED AND SOLD AT SUCH TIMES, AND AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND CONTAINING SUCH TERMS, NOT INCONSISTENT HERewith, AS THE BOARD OF TRUSTEES MAY DETERMINE; AND SHALL THE EARNINGS ON THE INVESTMENT OF THE PROCEEDS OF SUCH BONDS (REGARDLESS OF AMOUNT) AND THE FUNDS USED FOR THE

PAYMENT OF THE BONDS CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE REVENUE AND SPENDING LIMITS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

It is important to note that the \$60,000,000 maximum repayment amount over 30 years included in the ballot language represents a significant increase over the current total debt service estimate of \$54,000,000 previously presented to the Board. While staff does not expect total debt service to reach \$60,000,000, that maximum is included in the ballot language so that the Town may account for potential increases in interest rates between now and the months following the election.

In addition to the attached ordinance, attached is a 5-year budget projection for the 1998 1% Sales Tax Fund, and the 2019 1% Sales Tax Funds. These two funds will be the primary revenue sources to service the debt. The projections show that with continued spending at current levels (including inflation adjustments in future years), an increase in the transfer amounts for 2026 to support the construction of the park, additions of revenue and expenses projected for MVP, and the inclusion of funding for debt service, the Town should expect the reserves in these two funds to continue to grow. These projections will be further explained and discussed at the August 25, 2026, regular Town Board Meeting.

UPDATE/NEXT STEPS:

This ordinance calls for an election to be held on November 3, 2026, and authorizes the ballot language for the proposed bond issue. If the measure is approved by voters at the election, the Board will need to take subsequent action to authorize and approve the issuance of the bonds.

FISCAL IMPLICATIONS:

Staff does not anticipate the total costs associated with the conduct of the election to exceed \$40,000. Funding for the election is included in the 2026 Annual Budget Supplement that will be presented to the Town Board on August 25, 2026, for consideration.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Ordinance Calling a Special Election on November 3, 2026 and Certifying a Ballot Issue to Authorize the Issuance of Revenue Bonds to Finance Capital Improvements

A Board Member may “move to approve Ordinance 1390, An Ordinance of the Town of Berthoud Calling a Special Election on November 3, 2026 and Certifying a Ballot Issue to Authorize the Issuance of Revenue Bonds to Finance Capital Improvements

Ordinance No. 1390
Series 2026

An Ordinance of the Town of Berthoud Calling a Special Election on November 3, 2026 and Certifying a Ballot Issue to Authorize the Issuance of Revenue Bonds to Finance Capital Improvements

Whereas, the Town of Berthoud, Colorado, is a statutory municipality of the State of Colorado, duly organized and operating under the constitution and laws of the State (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance);

Whereas, the Town presently imposes a sales and use tax at the aggregate rate of 4.0%;

Whereas, the Board of Trustees of the Town (the “Board”) desires to develop, construct and equip certain park and recreation facilities and improvements for the benefit of the Town and its residents;

Whereas, there are not sufficient funds in the treasury of the Town to develop, construct, equip and operate such park and recreation facilities and improvements and the Board does not anticipate that existing sources of revenue will be sufficient to generate the moneys necessary to timely develop, construct and equip such park and recreation facilities and improvements in the near future without the incurrence of debt through the issuance of revenue bonds;

Whereas, Article X, Section 20 of the Colorado Constitution requires that the Town have voter approval in advance for any tax rate increase and for the creation of any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever;

Whereas, the Board has determined that the operational and capital needs of the Town necessitate that the Town seek voter approval, at an election to be held on November 3, 2026, to incur debt through the issuance of revenue bonds or similar obligations;

Whereas, the election shall be conducted as a coordinated election in Larimer and Weld Counties, respectively, in accordance with Articles 1 to 13 of Title 1, Colorado Revised Statutes, as amended (the “Uniform Election Code”);

Whereas, the Clerk and Records of Larimer and Weld Counties (the “County Clerks”) are the coordinated election officials for the election pursuant to the Uniform Election Code, and are responsible for mailing the notice of election required by Article X, Section 20(3)(b) of the Colorado Constitution (the “TABOR Notice”);

Whereas, the Town will assist the County Clerks in providing necessary information and notices for the conduct of the election; and

Whereas, the Board has determined to set the ballot title and content for the ballot issue to be submitted at the election called by this Ordinance.

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

Section 1. The Board calls a special election to be held on Tuesday, November 3, 2026 (the “Election Date”), at which there shall be submitted to the eligible electors of the Town the ballot issue which shall be in substantially the form attached hereto as Appendix A, attached hereto and incorporated herein by this reference. The special election shall be coordinated with Larimer County and Weld County.

Section 2. For purposes of C.R.S. § 1-11-203.5, this Ordinance shall serve to set the ballot title for the ballot issue set forth in Appendix A. The ballot title for the ballot issue attached hereto as Appendix A shall be the text of such ballot issue.

Section 3. The officers and employees of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance and to comply with the Uniform Election Code, Article X, Section 20 of the Colorado Constitution (“TABOR”), and other applicable laws and election rules. The Town Clerk shall be the Designated Election Official for the Town in connection with the coordinated election.

Section 4. If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of such ballot issue, the Town acting through the Board shall be authorized to proceed with the necessary actions in accordance with the ballot issue so approved. Any authority to issue bonds, if conferred by the results of the election, shall be deemed and considered a continuing authority to issue the bonds so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

Section 5. All actions not inconsistent with the provisions of this Ordinance heretofore taken by the members of the Board and the officers and employees of the Town and directed toward holding the election for the purposes stated herein are hereby ratified, approved and confirmed.

Section 6. All prior acts, orders, ordinances or resolutions, or parts thereof, by the Town in conflict with this Ordinance are hereby repealed, except that this repealer shall not be construed to revive any act, order, ordinance or resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Ordinance is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Ordinance, it being the intention that the various parts hereof are severable.

Section 8. It is hereby found and determined by the Board that there exists an immediate need to certify the ballot issue by an established date in order to ensure that the matters set forth in this Ordinance will be subject to a vote by the eligible electors of the Town. As a result of the foregoing, the Board hereby declares that an emergency exists, and that this ordinance is

necessary to the immediate preservation of the public peace, health and safety, all in accordance with §31-16-105, C.R.S.

Introduced, approved and adopted this 25th day of August, 2026.

Town of Berthoud

William Karspeck, Mayor

Attest:

Christian R. Samora, CMC, Town Clerk

Appendix A

Bond Ballot Issue:

SHALL THE TOWN OF BERTHOUD DEBT BE INCREASED \$28,000,000, WITH A MAXIMUM REPAYMENT COST OF UP TO \$60,000,000, SUCH DEBT TO CONSIST OF SALES AND USE TAX REVENUE BONDS TO BE PAYABLE FROM ALL OR A PORTION OF THE TOWN'S SALES AND USE TAX AND ISSUED SOLELY FOR PARKS AND RECREATION PURPOSES, INCLUDING BUT NOT LIMITED TO THE DESIGN, CONSTRUCTION, AND EQUIPMENT OF A COMMUNITY PARK SITE KNOWN AS MOUNTAIN VISTA PARK AND CONSISTING OF A COMBINATION OF BALLFIELDS, AQUATIC RECREATION FEATURES, AND RELATED IMPROVEMENTS; SUCH BONDS TO BE ISSUED, DATED AND SOLD AT SUCH TIMES, AND AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND CONTAINING SUCH TERMS, NOT INCONSISTENT HEREWITH, AS THE BOARD OF TRUSTEES MAY DETERMINE; AND SHALL THE EARNINGS ON THE INVESTMENT OF THE PROCEEDS OF SUCH BONDS (REGARDLESS OF AMOUNT) AND THE FUNDS USED FOR THE PAYMENT OF THE BONDS CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE REVENUE AND SPENDING LIMITS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

1998 1% SALES TAX FUND*												
51-00			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ADJUSTED TOTAL	BUDGET	BUDGET	BUDGET	BUDGET
			2025	2025	2025	BALANCE ADJ	2026	2026	2027	2028	2029	2030
		BEGINNING FUND BALANCE	4,600,838	4,600,838	4,600,838	1,474,062	3,670,868	5,144,930	2,254,594	2,196,242	2,208,722	2,295,576
												2,460,523
		REVENUES										
4234	0	Transfer from General Fund 11-10-5104-00	-	-	-		-	-	-			
4235	0	Safe Routes to School Grant - DEVELOPER PARTICIPATION 2025	-	-	312,475		-	-	-			
4610	0	Sales Tax	2,600,000	2,500,000	2,843,134		2,625,000	2,625,000	2,756,250	2,894,063	3,038,766	3,190,704
4610	1	Sales Tax-building permits	410,625	445,000	149,233		287,438	287,438	301,809	316,900	332,745	349,382
4601	0	Interest	80,000	120,000	501,344		120,000	120,000	126,000	132,300	138,915	145,861
												153,154
		TOTAL REVENUES	3,090,625	3,065,000	3,806,186		3,032,438	3,032,438	3,184,059	3,343,262	3,510,425	3,685,947
												3,870,244
		EXPENSES										
5012	1	Utilities - I-25	1,200	1,200	1,240		1,800	1,800	1,890	1,985	2,084	2,188
5038	0	Sidewalks/ADA	350,000	350,000	155,260		350,000	350,000	350,000	350,000	350,000	350,000
5233	0	Pavement Maintenance Plan						-	-			
5235	0	Safe Routes to School						-	-			
5237	0	Transportation (BATS)-Transfer	100,000	100,000	100,000		250,000	250,000	262,500	275,625	289,406	303,877
5239	0	Street Improvements	1,683,700	1,683,700	1,214,337		1,500,000	1,500,000	1,250,000	1,312,500	1,378,125	1,447,031
5240	0	Waggener Farm Park						-	-			
5241	0	Round-a-bout Reconstruction						-	-			
5242	0	Open Space/Trail Acquisition transfer	1,560,000	1,560,000	1,560,000		150,000	150,000	157,500	165,375	173,644	182,326
5244	0	I-25 Design, Art and Landscaping		70	66		80,000	80,000	225,000	225,000	225,000	225,000
5245	0	Town Park						-	-	-	-	-
5266	0	Arboretum (Transfer to 60)	2,500,000	300,000	231,191		2,500,000	2,500,000	-	-	-	-
5262	0	MVP Park (Transfer to 60)					1,000,000	1,000,000	900,000	900,000	900,000	900,000
5300	0	Bank Fees						-	-			
		TOTAL EXPENSES	6,194,900	3,994,970	3,262,094		5,831,800	5,831,800	3,146,890	3,230,485	3,318,259	3,410,422
												3,507,193
		EMERGENCY RESERVES	-	-	-		90,973	90,973	95,522	100,298	105,313	110,578
												116,107
		ENDING SALES TAX FUND BALANCE	1,496,563	3,670,868	5,144,930		780,532	2,254,594	2,196,242	2,208,722	2,295,576	2,460,523
												2,707,467

2019 1% SALES TAX FUND													
52-			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ADJUSTED TOTAL					
			2025	2025	2025	BALANCE ADJ	2026	2026	2027	2028	2029	2030	2031
		BEGINNING FUND BALANCE	7,611,868	7,611,868	7,611,868	946,002	8,584,162	9,530,164	4,289,219	2,690,014	2,977,665	3,389,902	3,934,591
00		REVENUES											
4400	0	Sales Tax	2,600,000	2,500,000	2,868,628		2,625,000	2,625,000	2,756,250	2,894,063	3,038,766	3,190,704	3,350,239
4400	1	Sales Tax-building permits	410,625	445,000	501,344		287,438	287,438	325,000	341,250	358,313	376,228	395,040
4450	52	COP Advance-GRANT	-	-	-		-	-	-	-	-	-	-
4500	1	Recreation Center Memberships	1,025,000	1,025,000	1,132,276		1,025,000	1,025,000	1,076,250	1,130,063	1,186,566	1,245,894	1,308,189
4500	70	Recreation Center Memberships-Corporate	1,800	1,800	3,430		2,000	2,000	2,100	2,205	2,315	2,431	2,553
4500	2	Recreation Center Daily Fees	314,500	314,500	345,851		360,362	360,362	378,380	397,299	417,164	438,022	459,923
4500	3	Recreation Center Rentals	54,000	54,000	71,154		65,410	65,410	68,681	72,115	75,720	79,506	83,482
4500	60	Recreation Center Sponsorships	30,000	30,000	31,750		30,000	30,000	31,500	33,075	34,729	36,465	38,288
4500	4	Activity Fee-Senior Activites	1,000	1,000	273		500	500	525	551	579	608	638
4500	5	Activity Fee-Aquatics	72,200	72,200	113,196		117,907	117,907	123,802	129,992	136,492	143,317	150,483
4500	17	Activity Fee-MVP	-	-	-		-	-	-	875,000	896,875	919,297	942,279
4500	6	Activity Fee-Fitness	86,000	86,000	81,750		75,807	75,807	79,597	83,577	87,756	92,144	96,751
4500	7	Activity Fee-Contracted Programs	13,500	13,500	7,074		4,025	4,025	4,226	4,438	4,659	4,892	5,137
4500	8	Activity Fee-Youth Futsal	1,700	1,700	3,280		2,500	2,500	2,625	2,756	2,894	3,039	3,191
4500	11	Activity Fee-Adult Basketball	5,600	5,600	3,850		550	550	578	606	637	669	702
4500	12	Activity Fee-Youth Basketball	23,500	23,500	26,645		8,500	8,500	8,925	9,371	9,840	10,332	10,848
4500	15	Activity Fee-Senior Pickleball	1,600	1,600	868		440	440	462	485	509	535	562
4500	16	Activity Fee-Classes/Programs	1,000	1,000	1,038		36	36	38	40	42	44	46
4500	31	Activity Fee-Adult Volleyball	12,500	12,500	15,410		9,514	9,514	9,990	10,489	11,014	11,564	12,143
4500	32	Activity Fee-Youth Volleyball	17,200	17,200	15,538		14,293	14,293	15,008	15,758	16,546	17,373	18,242
4500	40	Activity Fee-Senior Volleyball	1,300	1,300	-		-	-	-	-	-	-	-
4500	45	Activity Fee-Adult Pickleball	3,200	3,200	-		2,500	2,500	2,625	2,756	2,894	3,039	3,191
4500	52	Activity Fee-Adult Clinics/Tournaments	1,000	1,000	-		540	540	567	595	625	656	689
4500	53	Activity Fee-Youth Clinics/Tournaments	1,000	1,000	-		-	-	-	-	-	-	-
4500	54	Activity Fee-Adult Additional Sports	1,500	1,500	6,176		1,500	1,500	1,575	1,654	1,736	1,823	1,914
4500	55	Activity Fee-Youth Additional Sports	750	750	1,040		-	-	-	-	-	-	-
4500	75	Special Events Fee	24,500	24,500	34,908		29,662	29,662	31,145	32,702	34,337	36,054	37,857
4563	0	Vending/Inventory Sales	8,500	8,500	13,770		7,926	7,926	8,322	8,738	9,175	9,634	10,116
4564	0	Contract Arts Activities	20,000	20,000	15,431		12,744	12,744	13,381	14,050	14,753	15,490	16,265
4550	31	Transfer from Park Development	-	-	-		-	-	-	-	-	-	-
4550	36	Transfer from Larimer Open Space	-	-	-		-	-	-	-	-	-	-
4550	40	Transfer from Road Impact	-	-	-		-	-	-	-	-	-	-
4550	51	Transfer from 1998 1%	-	-	-		-	-	-	-	-	-	-
4601	0	Interest	300,000	300,000	322,135		250,000	250,000	262,500	275,625	289,406	303,877	319,070
		TOTAL REVENUES	5,033,475	4,967,850	5,616,815		4,934,154	4,934,154	5,204,052	6,339,254	6,634,342	6,943,637	7,267,837

04		Recreation Center Senior Activities							-	-	-	-	-
5001	1	Salaries	-	-	-	-	-	-	-	-	-	-	-
5002	1	Employer Contributions	-	-	-	-	-	-	-	-	-	-	-
5003	1	Pension	-	-	-	-	-	-	-	-	-	-	-
5001	2	Salaries-PART TIME/SEASONAL	1,000	1,000	-	-	500	500	525	551	579	608	638
5002	2	Employer Contributions-PART TIME/SEASONAL	100	100	-	-	50	50	53	55	58	61	64
5020	4	Purchased Services	-	-	-	-	-	-	-	-	-	-	-
5102	1	Supplies (non-office)/Equipment (non-dep)	500	500	-	-	500	500	525	551	579	608	638
									-	-	-	-	-
		Subtotal	1,600	1,600	-	-	1,050	1,050	1,103	1,158	1,216	1,276	1,340
		<u>Senior Cornhole</u>							-	-	-	-	-
5001	14	Salaries-PART TIME/SEASONAL	1,000	1,000	-	-	250	250	263	276	289	304	319
5002	14	Employer Contributions-PART TIME/SEASONAL	100	100	-	-	25	25	26	28	29	30	32
5020	14	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	14	Uniforms	-	-	-	-	-	-	-	-	-	-	-
5048	14	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	14	Equipment/Awards	250	250	-	-	250	250	263	276	289	304	319
									-	-	-	-	-
		Subtotal	1,350	1,350	-	-	525	525	551	579	608	638	670
		<u>Senior Pickleball</u>							-	-	-	-	-
5001	15	Salaries-PART TIME/SEASONAL	-	-	209	-	250	250	263	276	289	304	319
5002	15	Employer Contributions-PART TIME/SEASONAL	-	-	16	-	25	25	26	28	29	30	32
5020	15	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	15	Uniforms	-	-	-	-	-	-	-	-	-	-	-
5048	15	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	-
5050	15	Equipment/Awards	500	500	200	-	500	500	525	551	579	608	638
									-	-	-	-	-
		Subtotal	500	500	425	-	775	775	814	854	897	942	989
		<u>Senior Volleyball</u>							-	-	-	-	-
5001	40	Salaries-PART TIME/SEASONAL	-	-	-	-	-	-	-	-	-	-	-
5002	40	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	-	-	-	-	-	-	-
5020	40	Officials	1,300	1,300	-	-	1,300	1,300	1,365	1,433	1,505	1,580	1,659
5046	40	Uniforms	-	-	-	-	-	-	-	-	-	-	-
5048	40	Team Fees/Dues	500	500	-	-	500	500	525	551	579	608	638
5050	40	Equipment/Awards	250	250	-	-	250	250	263	276	289	304	319
									-	-	-	-	-
		Subtotal	2,050	2,050	-	-	2,050	2,050	2,153	2,260	2,373	2,492	2,616
		<u>Senior Travel</u>							-	-	-	-	-
5001	45	Salaries-PART TIME/SEASONAL	1,000	1,000	-	-	250	250	263	276	289	304	319
5002	45	Employer Contributions-PART TIME/SEASONAL	100	100	-	-	25	25	26	28	29	30	32
5020	45	Officials	-	-	-	-	-	-	-	-	-	-	-
5046	45	Uniforms	-	-	-	-	-	-	-	-	-	-	-
5048	45	Team Fees/Dues	4,224	4,224	-	-	-	-	-	-	-	-	-
5050	45	Equipment/Awards/Fuel	4,000	4,000	-	-	1,200	1,200	1,260	1,323	1,389	1,459	1,532
									-	-	-	-	-
		Subtotal	9,324	9,324	-	-	1,475	1,475	1,549	1,626	1,707	1,793	1,883
									-	-	-	-	-
		04 SUBTOTAL	14,824	14,824	425	-	5,875	5,875	6,169	6,477	6,801	7,141	7,498
									-	-	-	-	-
									-	-	-	-	-

05		Recreation Center Aquatics							-	-	-	-	-
5001	1	Salaries	146,980	146,980	147,235	155,813	155,813	163,604	171,784	180,373	189,392	198,861	
5002	1	Employer Contributions	45,750	45,750	54,143	60,100	60,100	63,105	66,260	69,573	73,052	76,705	
5003	1	Pension	7,349	7,349	7,332	7,791	7,791	8,180	8,589	9,019	9,470	9,943	
5001	2	Salaries-PART TIME/SEASONAL	298,000	298,000	290,591	303,900	303,900	319,095	335,050	351,802	369,392	387,862	
5002	2	Employer Contributions-PART TIME/SEASONAL	29,800	29,800	22,811	30,390	30,390	31,910	33,505	35,180	36,939	38,786	
5001	3	Salaries-Programs-PART TIME/SEASONAL	39,300	39,300	41,381	39,300	39,300	41,265	43,328	45,495	47,769	50,158	
5002	3	Employer Contributions-Programs-PART TIME/SEASONAL	3,930	3,930	3,248	3,930	3,930	4,127	4,333	4,549	4,777	5,016	
5007	1	Employee license/certifications/recognition	2,250	2,250	1,965	2,250	2,250	2,318	2,387	2,459	2,532	2,608	
5007	3	Employee license/certifications-programs	3,300	3,300	564	3,630	3,630	3,739	3,851	3,967	4,086	4,208	
5008	1	Background/Physicals	800	800	385	800	800	824	849	874	900	927	
5009	1	Training/Education/Travel	2,400	2,400	2,197	2,700	2,700	2,781	2,864	2,950	3,039	3,130	
5010	1	Office Supplies	500	500	162	500	500	515	530	546	563	580	
5018	1	Publications/Subscriptions/Job Postings	1,000	1,000	-	250	250	258	265	273	281	290	
5020	4	Purchased Services	15,000	15,000	9,394	11,000	11,000	11,330	11,670	12,020	12,381	12,752	
5039	1	Dues/memberships	500	500	320	350	350	361	371	382	394	406	
5046	1	Uniforms	2,990	2,990	1,364	2,990	2,990	3,080	3,172	3,267	3,365	3,466	
5048	1	Safety/First Aid	1,000	1,000	474	700	700	721	743	765	788	811	
5048	3	Team Fees/Dues	700	700	546	1,400	1,400	1,442	1,485	1,530	1,576	1,623	
5057	1	Equipment Maintenance/Repair	33,000	33,000	29,498	33,000	33,000	33,990	35,010	36,060	37,142	38,256	
5057	3	Boiler Equipment Maintenance/Repair	3,500	3,500	3,176	1,600	1,600	1,648	1,697	1,748	1,801	1,855	
5060	1	Chemicals	35,000	35,000	36,103	36,750	36,750	37,853	38,988	40,158	41,362	42,603	
5102	1	Supplies (non-office)/Equipment (non-dep)	3,500	3,500	4,082	3,500	3,500	3,605	3,713	3,825	3,939	4,057	
5102	3	Supplies (non-office)/Equipment (non-dep)-programs	7,900	7,900	2,165	7,108	6,700	6,901	7,108	7,321	7,541	7,767	
5110	1	Permits/building license	1,100	1,100	1,803	1,650	1,650	1,700	1,750	1,803	1,857	1,913	
								-	-	-	-	-	
		05 SUBTOTAL	685,549	685,549	660,939	710,994	710,994	744,348	779,304	815,940	854,338	894,584	
								-	-	-	-	-	
06		Recreation Center Fitness						-	-	-	-	-	
5001	1	Salaries	65,254	65,254	56,113	64,174	64,174	67,383	69,404	71,486	73,631	75,840	
5002	1	Employer Contributions	37,171	37,171	27,432	31,221	31,221	32,782	33,766	34,778	35,822	36,896	
5003	1	Pension	3,263	3,263	2,803	3,209	3,209	3,369	3,470	3,574	3,682	3,792	
5001	2	Salaries-PART TIME/SEASONAL	98,500	98,500	88,184	94,311	94,311	97,140	100,055	103,056	106,148	109,332	
5002	2	Employer Contributions-PART TIME/SEASONAL	9,860	9,860	6,922	9,431	9,431	9,714	10,005	10,306	10,615	10,933	
5020	4	Purchased Services	5,000	5,000	4,560	5,000	5,000	5,150	5,305	5,464	5,628	5,796	
5057	1	Equipment Maintenance/Repair	6,500	6,500	10,587	10,000	10,000	10,300	10,609	10,927	11,255	11,593	
5102	1	Supplies (non-office)/Equipment (non-dep)	4,000	4,000	4,268	6,600	6,600	6,798	7,002	7,212	7,428	7,651	
								-	-	-	-	-	
		06 SUBTOTAL	229,548	229,548	200,869	223,946	223,946	232,636	239,615	246,804	254,208	261,834	
								-	-	-	-	-	
07		Recreation Center Contracted Programs						-	-	-	-	-	
5001	1	Salaries	-	-	44	-	-	-	-	-	-	-	
5002	1	Employer Contributions	-	-	3	-	-	-	-	-	-	-	
5003	1	Pension	-	-	-	-	-	-	-	-	-	-	
5001	2	Salaries-PART TIME/SEASONAL	-	-	-	-	-	-	-	-	-	-	
5002	2	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	-	-	-	-	-	-	
5020	4	Purchased Services	14,000	14,000	3,252	5,000	5,000	5,150	5,305	5,464	5,628	5,796	
5021	4	Contract Arts Activities	50,000	50,000	41,063	50,000	50,000	51,500	53,045	54,636	56,275	57,964	
5102	1	Supplies (non-office)/Equipment (non-dep)	-	-	-	-	-	-	-	-	-	-	
								-	-	-	-	-	
		07 SUBTOTAL	64,000	64,000	44,362	55,000	55,000	56,650	58,350	60,100	61,903	63,760	
								-	-	-	-	-	
								-	-	-	-	-	

08	Recreation Center Adult Sports								-	-	-	-	-
		<u>General Administration</u>							-	-	-	-	-
5001	1	Salaries	20,479	20,479	5,426	20,608	20,608	21,226	21,863	22,519	23,194	23,890	
5002	1	Employer Contributions	8,281	8,281	2,599	8,997	8,997	9,267	9,545	9,831	10,126	10,430	
5003	1	Pension	1,024	1,024	269	1,030	1,030	1,061	1,093	1,126	1,160	1,195	
5008	1	Background/Physicals	100	100	104	200	200	206	212	219	225	232	
5009	1	Training/Education/Travel	-	-	-	-	-	-	-	-	-	-	
5010	1	Office Supplies	250	250	-	250	250	258	265	273	281	290	
5018	1	Publications/Subscriptions/Job Postings	250	250	-	100	100	103	106	109	113	116	
5020	1	Purchased Services	-	-	-	-	-	-	-	-	-	-	
5048	1	Safety/First Aid	100	100	-	100	100	103	106	109	113	116	
5055	1	Clinics/Tournaments	750	750	-	750	750	773	796	820	844	869	
		Subtotal	31,234	31,234	8,398	32,035	32,035	32,996	33,986	35,006	36,056	37,138	
		<u>Adult Basketball</u>						-	-	-	-	-	
5001	11	Salaries-PART TIME/SEASONAL	4,000	4,000	1,007	3,700	3,700	3,811	3,925	4,043	4,164	4,289	
5002	11	Employer Contributions-PART TIME/SEASONAL	400	400	79	370	370	381	393	404	416	429	
5020	11	Officials	9,600	9,600	2,320	9,600	9,600	9,888	10,185	10,490	10,805	11,129	
5046	11	Uniforms	-	-	-	-	-	-	-	-	-	-	
5048	11	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	
5050	11	Equipment/Awards	600	600	-	500	500	515	530	546	563	580	
		Subtotal	14,600	14,600	3,406	14,170	14,170	14,595	15,033	15,484	15,948	16,427	
		<u>Adult Volleyball</u>						-	-	-	-	-	
5001	31	Salaries-PART TIME/SEASONAL	4,400	4,400	3,251	4,000	4,000	4,120	4,244	4,371	4,502	4,637	
5002	31	Employer Contributions-PART TIME/SEASONAL	440	440	255	400	400	412	424	437	450	464	
5020	31	Officials	10,000	10,000	5,910	9,000	9,000	9,270	9,548	9,835	10,130	10,433	
5046	31	Uniforms	-	-	-	-	-	-	-	-	-	-	
5048	31	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	
5050	31	Equipment/Awards	1,250	1,250	253	1,250	1,250	1,288	1,326	1,366	1,407	1,449	
		Subtotal	16,090	16,090	9,669	14,650	14,650	15,090	15,542	16,008	16,489	16,983	
		<u>Adult Pickleball</u>						-	-	-	-	-	
5001	33	Salaries-PART TIME/SEASONAL			-	1,300	1,300	1,339	1,379	1,421	1,463	1,507	
5002	33	Employer Contributions-PART TIME/SEASONAL			-	130	130	134	138	142	146	151	
5020	33	Officials			-	-	-	-	-	-	-	-	
5046	33	Uniforms			-	-	-	-	-	-	-	-	
5048	33	Team Fees/Dues			-	-	-	-	-	-	-	-	
5050	33	Equipment/Awards			-	250	250	258	265	273	281	290	
		Subtotal	-	-	-	1,680	1,680	1,730	1,782	1,836	1,891	1,948	
		<u>Additional Adult Sports</u>						-	-	-	-	-	
5001	54	Salaries-PART TIME/SEASONAL	600	600	56	2,000	2,000	2,060	2,122	2,185	2,251	2,319	
5002	54	Employer Contributions-PART TIME/SEASONAL	60	60	4	200	200	206	212	219	225	232	
5020	54	Officials	500	500	-	-	-	-	-	-	-	-	
5046	54	Uniforms	-	-	-	-	-	-	-	-	-	-	
5048	54	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-	
5050	54	Equipment/Awards	200	200	206	200	200	206	212	219	225	232	
		Subtotal	1,360	1,360	266	2,400	2,400	2,472	2,546	2,623	2,701	2,782	
		08 SUBTOTAL	63,284	63,284	21,739	64,935	64,935	66,883	68,890	70,957	73,085	75,278	
								-	-	-	-	-	
								-	-	-	-	-	

09		Recreation Center Youth Sports							-	-	-	-	-	-
		<u>General Administration</u>							-	-	-	-	-	-
5001	1	Salaries	20,479	20,479	21,934	20,608	20,608	21,638	22,288	22,956	23,645	24,354		
5002	1	Employer Contributions	8,281	8,281	9,598	8,997	8,997	9,447	9,730	10,022	10,323	10,633		
5003	1	Pension	1,024	1,024	747	1,030	1,030	1,082	1,114	1,148	1,182	1,218		
5008	1	Background/Physicals	900	900	520	1,800	1,800	1,854	1,910	1,967	2,026	2,087		
5009	1	Training/Education/Travel	900	900	-	900	900	927	955	983	1,013	1,043		
5010	1	Office Supplies	250	250	72	250	250	258	265	273	281	290		
5018	1	Publications/Subscriptions/Job Postings	250	250	-	250	250	258	265	273	281	290		
5048	1	Safety/First Aid	100	100	-	100	100	103	106	109	113	116		
5055	1	Clinics/Tournaments	600	600	-	600	600	618	637	656	675	696		
		Subtotal	32,784	32,784	32,871	34,535	34,535	36,184	37,270	38,388	39,539	40,726		
		<u>Youth Futsal</u>							-	-	-	-		
5001	8	Salaries-PART TIME/SEASONAL	400	400	534	850	850	876	902	929	957	985		
5002	8	Employer Contributions-PART TIME/SEASONAL	40	40	42	85	85	88	90	93	96	99		
5050	8	Equipment/Awards	300	300	395	750	750	773	796	820	844	869		
		Subtotal	740	740	971	1,685	1,685	1,736	1,788	1,841	1,896	1,953		
		<u>Youth Basketball</u>							-	-	-	-		
5001	12	Salaries-PART TIME/SEASONAL	4,000	4,000	4,157	5,000	5,000	5,150	5,305	5,464	5,628	5,796		
5002	12	Employer Contributions-PART TIME/SEASONAL	400	400	326	500	500	515	530	546	563	580		
5020	12	Officials	5,400	5,400	3,240	4,500	4,500	4,635	4,774	4,917	5,065	5,217		
5046	12	Uniforms	8,200	8,200	6,681	8,000	8,000	8,240	8,487	8,742	9,004	9,274		
5048	12	Team Fees/Dues	-	-	248	-	-	-	-	-	-	-		
5050	12	Equipment/Awards	1,600	1,600	762	1,000	1,000	1,030	1,061	1,093	1,126	1,159		
		Subtotal	19,600	19,600	15,414	19,000	19,000	19,570	20,157	20,762	21,385	22,026		
		<u>Youth Classes and Programs</u>							-	-	-	-		
5001	16	Salaries-PART TIME/SEASONAL	600	600	-	600	600	618	637	656	675	696		
5002	16	Employer Contributions-PART TIME/SEASONAL	60	60	-	60	60	62	64	66	68	70		
5046	16	Uniforms	-	-	-	-	-	-	-	-	-	-		
5050	16	Equipment/Awards	300	300	201	300	300	309	318	328	338	348		
		Subtotal	960	960	201	960	960	989	1,018	1,049	1,080	1,113		
		<u>Youth Volleyball</u>							-	-	-	-		
5001	32	Salaries-PART TIME/SEASONAL	2,900	2,900	1,405	2,900	2,900	2,987	3,077	3,169	3,264	3,362		
5002	32	Employer Contributions-PART TIME/SEASONAL	290	290	110	290	290	299	308	317	326	336		
5020	32	Officials	2,600	2,600	1,950	3,000	3,000	3,090	3,183	3,278	3,377	3,478		
5046	32	Uniforms	3,100	3,100	2,019	3,100	3,100	3,193	3,289	3,387	3,489	3,594		
5048	32	Team Fees/Dues	-	-	-	-	-	-	-	-	-	-		
5050	32	Equipment/Awards	1,000	1,000	625	1,000	1,000	1,030	1,061	1,093	1,126	1,159		
		Subtotal	9,890	9,890	6,109	10,290	10,290	10,599	10,917	11,244	11,581	11,929		
		<u>Additional Youth Sports</u>							-	-	-	-		
5001	55	Salaries-PART TIME/SEASONAL	500	500	-	500	500	515	530	546	563	580		
5002	55	Employer Contributions-PART TIME/SEASONAL	50	50	-	50	50	52	53	55	56	58		
5050	55	Equipment/Awards	250	250	-	250	250	258	265	273	281	290		
		Subtotal	800	800	-	800	800	824	849	874	900	927		
		09 SUBTOTAL	64,774	64,774	55,566	67,270	67,270	69,901	71,998	74,158	76,383	78,674		
30		Recreation Center Capital Expenditures/Improvements							-	-	-	-		
5101	0	Office Furniture	-	-	-	-	-	-	-	-	-	-		
5102	0	Copier	-	-	-	-	-	-	-	-	-	-		
5103	0	Cargo Trailer	5,000	5,000	-	-	-	-	-	-	-	-		
5104	0	15 Passenger Van (possibly used)	-	-	-	-	-	-	-	-	-	-		
5301	0	Security System	-	-	-	-	-	-	-	-	-	-		
5302	0	Maintenance Equipment	-	-	-	-	-	-	-	-	-	-		
5501	0	Robotic Pool Cleaner	-	-	-	-	-	-	-	-	-	-		
5502	0	Aquatics Repairs	10,000	10,000	-	39,500	39,500	40,685	41,906	43,163	44,458	45,791		
5601	0	Fitness Equipment	17,000	17,000	-	-	-	-	-	-	-	-		
5602	0	Fitness Equipment Replacement	120,000	120,000	-	40,000	40,000	40,000	40,000	40,000	40,000	40,000		
5801	0	Bleachers	-	-	-	-	-	-	-	-	-	-		
		30 SUBTOTAL	152,000	152,000	-	79,500	79,500	80,685	81,906	83,163	84,458	85,791		
		RECREATION CENTER OPERATIONS TOTAL EXPENDITURES	2,636,106	2,640,106	2,252,906	2,666,899	2,666,899	2,777,327	2,902,597	3,033,783	3,171,169	3,315,056		

									-	-	-	-	-
									-	-	-	-	-
35		CERTIFICATES OF PARTICIPATION							-	-	-	-	-
5201	0	Waggener Farm Park Construction							-	-	-	-	-
5254	0	COP Payment	1,148,200	1,148,200	1,148,200		1,152,400	1,152,400	1,155,800	1,163,400	1,170,000	1,175,600	1,180,200
5255	0	COP Fee	2,000	2,000	2,000		2,000	2,000	2,060	2,122	2,185	2,251	2,319
5262	0	MVP Park Payment (Transfer to 60)							1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
									-	-	-	-	-
									-	-	-	-	-
		COP TOTAL EXPENDITURES	1,150,200	1,150,200	1,150,200		1,154,400	1,154,400	2,157,860	2,165,522	2,172,185	2,177,851	2,182,519
									-	-	-	-	-
									-	-	-	-	-
		OTHER EXPENSES							-	-	-	-	-
									-	-	-	-	-
40		Park Improvements							-	-	-	-	-
5220	0	Arboretum (Transfer to 60)	3,500,000	-	141,169		3,500,000	3,500,000					
5245	0	Town Park						-	-	-	-	-	-
5701	0	Waggener Farm Park Maintenance	65,000	65,000	42,443		65,000	65,000	66,950	68,959	71,027	73,158	75,353
5702	0	Berthoud Bike Park Maintenance	75,000	75,000	62,253		75,000	75,000	77,250	79,568	81,955	84,413	86,946
5703	0	Arboretum Maintenance					55,000	55,000	56,650	58,350	60,100	61,903	63,760
								-	-	-	-	-	-
50		Trail Improvements							-	-	-	-	-
									-	-	-	-	-
									-	-	-	-	-
									-	-	-	-	-
60		Athletic Fields							-	-	-	-	-
5262	0	MVP Park (Transfer to 60)					2,500,000	2,500,000	1,500,000	-	-	-	-
									-	-	-	-	-
									-	-	-	-	-
									-	-	-	-	-
70		Aquatics Other							-	-	-	-	-
5101	0	Outdoor Pool/Richardson Operating Expense	450,000	55,000	46,561			-	-	575,000	592,250	610,018	628,318
									-	-	-	-	-
		Town Park Splashpad							-	-	-	-	-
5001	1	Salaries	-	-	-		-	-	-	-	-	-	-
5002	1	Employer Contributions	-	-	-		-	-	-	-	-	-	-
5003	1	Pension	-	-	-		-	-	-	-	-	-	-
5002	2	Salaries-PART TIME/SEASONAL	-	-	-		-	-	-	-	-	-	-
5002	2	Employer Contributions-PART TIME/SEASONAL	-	-	-		-	-	-	-	-	-	-
5020	1	Purchased Services	1,500	1,500	186		1,575	1,575	1,622	1,671	1,721	1,773	1,826
5057	1	Maintenance and Repair	1,500	1,500	570		1,575	1,575	1,622	1,671	1,721	1,773	1,826
5060	1	Chemicals	6,000	6,000	2,031		6,300	6,300	6,489	6,684	6,884	7,091	7,303
5102	1	Supplies	750	750	200		800	800	824	849	874	900	927
5251	1	Tools	500	500			525	525	541	557	574	591	609
		TOTAL OTHER EXPENSES	4,100,250	205,250	295,413		6,205,775	6,205,775	1,711,948	793,307	817,106	841,619	866,868
		TOTAL RECREATION CENTER OPERATING AND OTHER EXPENSES	7,886,556	3,995,556	3,698,519		10,027,074	10,027,074	6,647,136	5,861,426	6,023,074	6,190,639	6,364,442
		EMERGENCY RESERVES	-	-	-		148,025	148,025	156,122	190,178	199,030	208,309	218,035
		ENDING SALES TAX FUND BALANCE	4,758,787	8,584,162	9,530,164		3,343,217	4,289,219	2,690,014	2,977,665	3,389,902	3,934,591	4,619,951

Board of Trustees Information



Administration Department

Meeting Date:	August 25, 2026
Agenda Title/Subject:	Public Hearing: Resolution 2026-21 - Supplemental Budget
Type of Item:	Public Hearing
Purpose:	To present supplements to the 2026 Budget
Presented by:	Cindy Leach

Attachments:

1. Resolution 2026 - 21 Supplemental Budget
2. 2026 BUDGET supplement Attachment A
3. 2026 BUDGET for supplement presentation

Background:

The 2026 Budget was adopted on December 9, 2025. The 2026 budget was prepared using estimated totals for 2025. Since that time, the annual audit of the 2025 financials has been completed and actual totals for 2025 have been realized. One purpose of the Budget Supplement is to correct fund balances based on actual numbers versus the estimates that were originally used. A second purpose of the Budget Supplement is to rollover any 2025 budgeted items that were not completed in 2025 and re-appropriate them for 2026. The third purpose of the Budget Supplement is to add or adjust items that have been realized and deemed necessary for 2026 adding supplemental appropriations and adopting an amended budget for 2026. These 3 categories of changes are explained and reflected on the attached documents.

Update/Next Steps:

Staff will use the updated fund balances and budgeted items to begin preparation of the 2027 Budget which will be presented in draft form in October 2025.

Fiscal Impact and Fund Source:

All funds, revenues, and expenditures are reviewed for this project.

Community Touchstones:

The supplemental budget appropriation supports Community Resiliency and Sustainability by ensuring the Town has the resources necessary to maintain effective operations and respond community needs. It also supports Community Identity by investing in services and initiatives that strengthen the Town's ability to serve the community.

Recommended Action(s):

A Board Member may "move to approve Resolution 2026-21, a Resolution of the Town of

Berthoud Making a Supplemental Appropriation of Funds and Adopting Budget Amendments to Account for Rollover and Supplemental Items." Followed by a second and a roll call vote.

**Resolution No. 21
Series 2026**

A Resolution of the Town of Berthoud Making a Supplemental Appropriation of Funds and Adopting Budget Amendments to Account for Rollover and Supplemental Items

WHEREAS, the Town of Berthoud has previously adopted its Budget for 2026, as required by law;

WHEREAS, a number of items budgeted for calendar year 2025 were not completed, resulting in such items needing to be rolled over into the 2026 budget and requiring a Budget amendment as set forth on Attachment A, attached hereto; and

WHEREAS, additional unanticipated expenses necessary for the productivity of the Town and its staff have been identified as set forth in Attachment A to this Resolution, which together with rollover items require a total supplemental appropriation in the amount of \$14,712,233.

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

Section1. The 2026 budget for The Town of Berthoud, as amended by the rollover items set forth on Attachment A to this Resolution, is hereby approved;

Section 2. A supplemental appropriation in the amount of \$14,712,233 which includes the rollover items, allocated as set forth on Attachment A is hereby approved.

Introduced, approved and adopted this 25th day of August, 2026.

Town of Berthoud

William Karspeck, Mayor

Attest

Christian R. Samora, CMC, Town Clerk

ATTACHMENT A		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
General Fund	2026 Original Budget Beginning Balance (based on estimate)	21,826,923			
	2026 Revenue Budget	13,281,601			
	2026 Expenditure Budget	-22,669,637			
	emergency reserve	-398,448			
	2026 Original Budget Ending Balance	12,040,439			
	2025 Actuals vs Estimate Adj-Revenues		2,106,276		
	2025 Actuals vs Estimate Adj-Expense		2,718,937		
	Adjusted Ending Fund Balance for 2026		16,865,652		
	Rollover Expenditures				
	11-06-5120-06 Grants for signs and façade improvements			-30,000	
	11-11-5023-01 Historical Preservation (master plan)			-26,300	
	11-12-5020-01 Property Tax (sonoco building)			-46,000	
	11-14-5020-01 Professional Fees (traffic modeling)			-73,000	
	11-10-5151-00 Crosswalk lights			-37,420	
	11-10-5128-00 3rd Street and Massachusetts			-856,000	
	11-10-5131-00 Public Arts Projects			-150,000	
	11-15-5154-00 House of Neighborly Service utility assistance			-13,163	
				-1,231,883	
	Supplement Expenditures				
	11-02-5022-02 Election Judge				-4,000
	11-01-5023-02 Election Supplies				-45,000
	11-01-5024-02 Election Publications				-150
	11-01-5040-01 Attorney Fees (general)				-60,000
	11-01-5040-02 Attorney Fees (election)				-4,000
	11-06-5110-06 Profession Fees (economic resiliency plan)				-25,000
	11-11-5023-01 Historical Preservation (master plan)				-14,000
	11-11-5040-03 Attorney Fees (planning)				-50,000
	11-10-5129-00 Richardson Park (transfer to 60)				-500,000
	11-10-5131-00 Public Arts Projects				-50,000
	11-10-5132-00 Arboretum (transfer to 60)				-200,000
	11-10-5134-00 Jaskowski Property Construction				-150,000
	11-15-5169-00 Main Street contribution				-50,000
					-1,152,150
NEW ENDING FUND BALANCE					14,481,619

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Water Source of Supply	2026 Original Budget Beginning Balance (based on estimate)	24,756,398			
	2026 Revenue Budget	2,042,875			
	2026 Expenditure Budget	-6,350,790			
	2026 Original Budget Ending Balance	20,448,483			
	2025 Actuals vs Estimate Adj-Revenues		283,346		
	2025 Actuals vs Estimate Adj-Expense		316,324		
	Adjusted Ending Fund Balance for 2026		21,048,153		
Rollover Expenditures	20-00-5106-02 Ditchwide Study			-70,000	
	20-00-5108-00 Water Conservation Program			-10,000	
				-80,000	
Supplement Revenue	20-00-4451-02 Cash in Lieu Water Dedication				-1,300,000
Supplement Expenditures	20-00-5103-02 Consultant Fees				-30,000
					-1,330,000
NEW ENDING FUND BALANCE					19,638,153

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Water Operations	2026 Original Budget Beginning Balance (based on estimate)	8,049,152			
	2026 Revenue Budget	4,566,600			
	2026 Expenditure Budget	-9,184,154			
	2026 Original Budget Ending Balance	3,431,598			
	2025 Actuals vs Estimate Adj-Revenues		259,218		
	2025 Actuals vs Estimate Adj-Expense		1,393,376		
	Adjusted Ending Fund Balance for 2026		5,084,192		
	Rollover Expenditures	21-00-5277-02 Distribution System Improvements		-480,000	
		21-00-5277-03 Plant Improvements		-250,000	
				-730,000	
Supplement Expenditures		21-00-5047-01 Rental of Office Space			-43,200
		21-00-5057-02 Repair/Maintenance Distribution System			-40,000
					-83,200
NEW ENDING FUND BALANCE					4,270,992

			Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Water Capital Improvements	2026 Original Budget Beginning Balance (based on estimate)		18,160,217			
	2026 Revenue Budget		1,822,154			
	2026 Expenditure Budget		-2,579,000			
	2026 Original Budget Ending Balance		17,403,371			
	2025 Actuals vs Estimate Adj-Revenues			196,623		
	2025 Actuals vs Estimate Adj-Expense			133,909		
	Adjusted Ending Fund Balance for 2026			17,733,903		
	Rollover Expenditures	22-00-5140-01 ALFA Water Line			-125,000	
					-125,000	
	NEW ENDING FUND BALANCE					17,608,903

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Wastewater Operations	2026 Original Budget Beginning Balance (based on estimate)	6,295,793			
	2026 Revenue Budget	13,624,800			
	2026 Expenditure Budget	-13,669,970			
	2026 Original Budget Ending Balance	6,250,623			
	2025 Actuals vs Estimate Adj-Revenues		85,375		
	2025 Actuals vs Estimate Adj-Expense		203,605		
	Adjusted Ending Fund Balance for 2026		6,539,603		
	NEW ENDING FUND BALANCE				6,539,603

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Wastewater Capital Improvements	2026 Original Budget Beginning Balance (based on estimate)	14,586,923			
	2026 Revenue Budget	1,562,530			
	2026 Expenditure Budget	-9,340,000			
	2026 Original Budget Ending Balance	6,809,453			
	2025 Actuals vs Estimate Adj-Revenues		96,292		
	2025 Actuals vs Estimate Adj-Expense		3,782,781		
	Adjusted Ending Fund Balance for 2026		10,688,526		
Rollover Expenditures		24-00-5271-00 Bacon Lake Interceptor (1st Street Sewer)		-1,990,000	
		24-00-5278-04 Plant Improvements		-1,650,000	
				-3,640,000	
NEW ENDING FUND BALANCE					7,048,526

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Storm Water Operations	2026 Original Budget Beginning Balance (based on estimate)	3,638,587			
	2026 Revenue Budget	600,000			
	2026 Expenditure Budget	-341,290			
	2026 Original Budget Ending Balance	3,897,297			
	2025 Actuals vs Estimate Adj-Revenues		141,965		
	2025 Actuals vs Estimate Adj-Expense		77,359		
	Adjusted Ending Fund Balance for 2026		4,116,621		
	NEW ENDING FUND BALANCE				4,116,621

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Storm Water Capital Improvements	2026 Original Budget Beginning Balance (based on estimate)	4,031,169			
	2026 Revenue Budget	434,600			
	2026 Expenditure Budget	-2,450,000			
	2026 Original Budget Ending Balance	2,015,769			
	2025 Actuals vs Estimate Adj-Revenues		67,366		
	2025 Actuals vs Estimate Adj-Expense		1,322,386		
	Adjusted Ending Fund Balance for 2026		3,405,521		
Rollover Expenditures	28-00-5104-00 Berthoud Reservoir Stormwater Outfall			-490,000	
	28-00-5106-00 Home Supply Ditch Replacement			-825,000	
				-1,315,000	
NEW ENDING FUND BALANCE					2,090,521

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Park Development	2026 Original Budget Beginning Balance (based on estimate)	766,957			
	2026 Revenue Budget	712,700			
	2026 Expenditure Budget	-930,000			
	emergency reserve	-21,381			
	2026 Original Budget Ending Balance	528,276			
	2025 Actuals vs Estimate Adj-Revenues		15,958		
	2025 Actuals vs Estimate Adj-Expense		1,734,953		
	Adjusted Ending Fund Balance for 2026		2,279,187		
	Rollover Expenditures				
	31-00-5207-01 Pioneer Park Improvements			-127,000	
	31-00-5220-00 Arboretum (transfer to 60)			-1,000,000	
				-1,127,000	
Supplement Revenue	31-00-4700-00 Park Development Impact Fees				-170,000
	emergency reserve				5,100
Supplement Expenditures	31-00-5251-00 Richardson Park (transfer to 60)				-750,000
					-914,900
	NEW ENDING FUND BALANCE				237,287

			Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Park Land Dedication	2026 Original Budget Beginning Balance (based on estimate)		242,889			
	2026 Revenue Budget		183,175			
	2026 Expenditure Budget		-150,000			
	emergency reserve		-5,495			
	2026 Original Budget Ending Balance		270,569			
	2025 Actuals vs Estimate Adj-Revenues			-65,506		
	2025 Actuals vs Estimate Adj-Expense			104,986		
	Adjusted Ending Fund Balance for 2026			310,049		
	Rollover Expenditures	32-00-5042-00 Little Thompson Corridor Inventory			-100,000	
					-100,000	
	Supplement Revenue	32-00-4700-00 Park Dedication Impact Fees				-48,000
	emergency reserve					1,440
						-46,560
	NEW ENDING FUND BALANCE					163,489

			Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Public Facilities	2026 Original Budget Beginning Balance (based on estimate)		3,534,216			
	2026 Revenue Budget		233,850			
	2026 Expenditure Budget		-905,000			
	emergency reserve		-7,016			
	2026 Original Budget Ending Balance		2,856,050			
	2025 Actuals vs Estimate Adj-Revenues			32,735		
	2025 Actuals vs Estimate Adj-Expense			60,060		
	Adjusted Ending Fund Balance for 2026			2,948,845		
	Rollover Expenditures	33-00-5152-00 Town Hall Office construct			-15,000	
					-15,000	
Supplement Expenditures		33-00-5152-00 Town Hall Office construct				-350,000
		33-00-5153-00 Public Works Facility				350,000
		33-00-5178-00 Richardson Park (transfer to 60)				-750,000
						-750,000
NEW ENDING FUND BALANCE						2,183,845

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Conservation Trust	2026 Original Budget Beginning Balance (based on estimate)	257,100			
	2026 Revenue Budget	712,000			
	2026 Expenditure Budget	-852,335			
	emergency reserve	-21,360			
	2026 Original Budget Ending Balance	95,405			
	2025 Actuals vs Estimate Adj-Revenues		2,665		
	2025 Actuals vs Estimate Adj-Expense		358,269		
	Adjusted Ending Fund Balance for 2026		456,339		
	Rollover Expenditures				
	34-00-5142-00 Picnic Tables and Benches			-8,000	
	34-00-5143-00 Trail Signage			-10,000	
				-18,000	
	NEW ENDING FUND BALANCE				438,339

			Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Larimer County Open Space Tax	2026 Original Budget Beginning Balance (based on estimate)		395,045			
	2026 Revenue Budget		724,000			
	2026 Expenditure Budget		-370,000			
	emergency reserve		-21,720			
	2026 Original Budget Ending Balance		727,325			
	2025 Actuals vs Estimate Adj-Revenues		-851,845			
	2025 Actuals vs Estimate Adj-Expense		1,503,685			
	Adjusted Ending Fund Balance for 2026		1,379,165			
	Rollover Revenue	36-00-4302-01 Grant for Schall purchase			1,000,000	
		emergency reserve			-30,000	
Rollover Expenditures	36-00-5171-00 Open Space Acquisition			-1,490,000		
				-520,000		
NEW ENDING FUND BALANCE						859,165

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Cemetery	2026 Original Budget Beginning Balance (based on estimate)	119,797			
	2026 Revenue Budget	244,500			
	2026 Expenditure Budget	-342,189			
	emergency reserve	-7,335			
	2026 Original Budget Ending Balance	14,773			
	2025 Actuals vs Estimate Adj-Revenues		5,230		
	2025 Actuals vs Estimate Adj-Expense		49,118		
	Adjusted Ending Fund Balance for 2026		69,121		
	Rollover Expenditures	37-00-5020-00 Professional Fees (cemetery concept plan)		-35,000	
				-35,000	
NEW ENDING FUND BALANCE					34,121

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
BATS	2026 Original Budget Beginning Balance (based on estimate)	118,111			
	2026 Revenue Budget	1,157,500			
	2026 Expenditure Budget	-1,147,812			
	emergency reserve	-34,725			
	2026 Original Budget Ending Balance	93,074			
	2025 Actuals vs Estimate Adj-Revenues		1,572		
	2025 Actuals vs Estimate Adj-Expense		24,702		
	Adjusted Ending Fund Balance for 2026		119,348		
	NEW ENDING FUND BALANCE				119,348

			Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Road Impact	2026 Original Budget Beginning Balance (based on estimate)		7,218,783			
	2026 Revenue Budget		640,275			
	2026 Expenditure Budget		-5,220,925			
	emergency reserve		-19,208			
	2026 Original Budget Ending Balance		2,618,925			
	2025 Actuals vs Estimate Adj-Revenues			2,319		
	2025 Actuals vs Estimate Adj-Expense			99,769		
	Adjusted Ending Fund Balance for 2026			2,721,013		
	Rollover Expenditures	40-00-5114-00 Spartan Design and Crossing (transfer to 60)			-100,000	
					-100,000	
	Supplement Revenue	40-00-4401-00 Road Impact Fees				-420,000
	emergency reserve					12,600
	Supplement Expenditures	40-00-5220-00 Richardson Park (transfer to 60)				-750,000
						-1,157,400
	NEW ENDING FUND BALANCE					1,463,613

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
MMJ Excise Tax	2026 Original Budget Beginning Balance (based on estimate)	1,213,626			
	2026 Revenue Budget	636,000			
	2026 Expenditure Budget	-1,735,000			
	emergency reserve	-19,080			
	2026 Original Budget Ending Balance	95,546			
	2025 Actuals vs Estimate Adj-Revenues		18,265		
	2025 Actuals vs Estimate Adj-Expense		316,803		
	Adjusted Ending Fund Balance for 2026		430,614		
	Rollover Expenditures				
	41-00-5261-00 Bike Park Scope expansion			-150,000	
				-15,000	
				-165,000	
NEW ENDING FUND BALANCE					265,614

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
1998 1% Sales Tax	2026 Original Budget Beginning Balance (based on estimate)	3,670,868			
	2026 Revenue Budget	3,032,438			
	2026 Expenditure Budget	-5,831,800			
	emergency reserve	-90,973			
	2026 Original Budget Ending Balance	780,533			
	2025 Actuals vs Estimate Adj-Revenues		741,186		
	2025 Actuals vs Estimate Adj-Expense (street paving project)		732,876		
	Adjusted Ending Fund Balance for 2026		2,254,595		
NEW ENDING FUND BALANCE					2,254,595

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
2019 1% Sales Tax	2026 Original Budget Beginning Balance (based on estimate)	8,584,162			
	2026 Revenue Budget	4,934,154			
	2026 Expenditure Budget	-10,027,074			
	emergency reserve	-148,025			
	2026 Original Budget Ending Balance	3,343,217			
	2025 Actuals vs Estimate Adj-Revenues		648,965		
	2025 Actuals vs Estimate Adj-Expense		297,037		
	Adjusted Ending Fund Balance for 2026		4,289,219		
	Rollover Expenditures				
	52-30-5601-00 Fitness Equipment			-17,000	
	52-30-5602-00 Fitness Equipment Replacement			-120,000	
				-137,000	
	Supplemental Expenditures				
	52-60-5262-00 Richardson Park (transfer to 60)				-1,500,000
					-1,500,000
	NEW ENDING FUND BALANCE				2,652,219

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
Capital Projects Fund					
SPARTAN CROSSING	2026 Original Budget Beginning Balance (based on estimate)	100,000			
	2026 Revenue Budget	5,150,000			
	2026 Expenditure Budget	-150,000			
	2026 Original Budget Ending Balance	5,100,000			
	2025 Actuals vs Estimate Adj-Revenues		0		
	2025 Actuals vs Estimate Adj-Expense		0		
	Adjusted Ending Fund Balance for 2026		5,100,000		
	Rollover Revenue	60-00-4500-01 Transfer from Road Impact		100,000	
				100,000	
	NEW ENDING FUND BALANCE				5,200,000
DOWNTOWN BUILDING RENOVATION	2026 Original Budget Beginning Balance (based on estimate)	0			
	2026 Revenue Budget	2,000,000			
	2026 Expenditure Budget	-2,000,000			
	2026 Original Budget Ending Balance	0			
	2025 Actuals vs Estimate Adj-Revenues		0		
	2025 Actuals vs Estimate Adj-Expense		0		
	Adjusted Ending Fund Balance for 2026		0		
	NEW ENDING FUND BALANCE				0

			Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
ARBORETUM	2026 Original Budget Beginning Balance (based on estimate)		1,500,000			
	2026 Revenue Budget		7,000,000			
	2026 Expenditure Budget		-5,600,000			
	2026 Original Budget Ending Balance		2,900,000			
	2025 Actuals vs Estimate Adj-Revenues			0		
	2025 Actuals vs Estimate Adj-Expense			0		
	Adjusted Ending Fund Balance for 2026			2,900,000		
	Rollover Revenue	60-03-4500-02 Transfer from Park Development			1,000,000	
					1,000,000	
	Supplemental Expenditures	60-00-4500-01 Transfer from General Fund				200,000
	Supplemental Expenditures	60-03-5200-01 Construction				-4,000,000
						-3,800,000
	NEW ENDING FUND BALANCE					100,000

		Approved Budget	Adjust 2025 Estimate with Actuals	Roll-Over	Supplemental
RICHARDSON PARK	2026 Original Budget Beginning Balance (based on estimate)	0			
	2026 Revenue Budget	34,652,400			
	2026 Expenditure Budget	-30,750,000			
	2026 Original Budget Ending Balance	3,902,400			
	2025 Actuals vs Estimate Adj-Revenues		0		
	2025 Actuals vs Estimate Adj-Expense		0		
	Adjusted Ending Fund Balance for 2026		3,902,400		
	Supplemental Revenue	60-00-4500-01 Transfer from General Fund			500,000
		60-00-4500-02 Transfer from Park Development			750,000
		60-00-4500-05 Transfer from 2019 1%			1,500,000
		60-00-4500-06 Transfer from Public Facilities			750,000
		60-00-4500-07 Transfer from Road Impact			750,000
					4,250,000
NEW ENDING FUND BALANCE					8,152,400
NEWELL FARM PARK	2026 Original Budget Beginning Balance (based on estimate)	0			
	2026 Revenue Budget	400,000			
	2026 Expenditure Budget	-400,000			
	2026 Original Budget Ending Balance	0			
	2025 Actuals vs Estimate Adj-Revenues		0		
	2025 Actuals vs Estimate Adj-Expense		0		
	Adjusted Ending Fund Balance for 2026		0		
	NEW ENDING FUND BALANCE				0

2026 BUDGET	Original Ending Fund Balance	2025 Actuals Adjustment	Subtotal	Rollover	Subtotal	Supplemental	Subtotal	Emergency Reserves Adjustment (3% Revenues)	Ending Fund Balance	Ending Fund Balance Difference From Original Budget
General Fund	12,040,439	4,825,213	16,865,652	-1,231,883	15,633,769	-1,152,150	14,481,619	0	14,481,619	2,441,180
Water Source of Supply	20,448,483	599,670	21,048,153	-80,000	20,968,153	-1,330,000	19,638,153	0	19,638,153	-810,330
Water Operations	3,431,598	1,652,594	5,084,192	-730,000	4,354,192	-83,200	4,270,992	0	4,270,992	839,394
Water Capital Improvements	17,403,371	330,532	17,733,903	-125,000	17,608,903	0	17,608,903	0	17,608,903	205,532
Wastewater Operations	6,250,623	288,980	6,539,603	0	6,539,603	0	6,539,603	0	6,539,603	288,980
Wastewater Capital Improvements	6,809,453	3,879,073	10,688,526	-3,640,000	7,048,526	0	7,048,526	0	7,048,526	239,073
Storm Water Operations	3,897,297	219,324	4,116,621	0	4,116,621	0	4,116,621	0	4,116,621	219,324
Storm Water Capital Improvements	2,015,769	1,389,752	3,405,521	-1,315,000	2,090,521	0	2,090,521	0	2,090,521	74,752
Park Development	528,276	1,750,911	2,279,187	-1,127,000	1,152,187	-920,000	232,187	5,100	237,287	-290,989
Park Land Dedication	270,569	39,480	310,049	-100,000	210,049	-48,000	162,049	1,440	163,489	-107,080
Public Facilities	2,856,050	92,795	2,948,845	-15,000	2,933,845	-750,000	2,183,845	0	2,183,845	-672,205
Conservation Trust	95,405	360,934	456,339	-18,000	438,339	0	438,339	0	438,339	342,934
Larimer County Open Space	727,325	651,840	1,379,165	-490,000	889,165	0	889,165	-30,000	859,165	131,840
Cemetery	14,773	54,348	69,121	-35,000	34,121	0	34,121	0	34,121	19,348
BATS	93,074	26,274	119,348	0	119,348	0	119,348	0	119,348	26,274
Road Impact	2,618,925	102,088	2,721,013	-100,000	2,621,013	-1,170,000	1,451,013	12,600	1,463,613	-1,155,312
MMJ Excise Tax	95,546	335,068	430,614	-165,000	265,614	0	265,614	0	265,614	170,068
1998 1% Sales Tax	780,533	1,474,062	2,254,595	0	2,254,595	0	2,254,595	0	2,254,595	1,474,062
2019 1% Sales Tax	3,343,217	946,002	4,289,219	-137,000	4,152,219	-1,500,000	2,652,219	0	2,652,219	-690,998
SUBTOTAL	83,720,726	19,018,940	102,739,666	-9,308,883	93,430,783	-6,953,350	86,477,433	-10,860	86,466,573	2,745,847
Capital Projects Fund	11,902,400	0	11,902,400	1,100,000	13,002,400	450,000	13,452,400	0	13,452,400	1,550,000
TOTALS	95,623,126	19,018,940	114,642,066	-8,208,883	106,433,183	-6,503,350	99,929,833	-10,860	99,918,973	4,295,847

8,208,883 Rollover
6,503,350 Supplement expenditure
14,712,233

Appropriation

TOWN OF BERTHOUD
BUDGET YEAR ENDING DECEMBER 31, 2026

GENERAL FUND TOTALS									
		BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
	DESCRIPTION	2025	2025	2025	BALANCE ADJ	2026	2026	2026	2026
	BEGINNING FUND BALANCE	26,394,446	26,394,446	26,394,446	4,825,212	21,826,923			26,652,135
	REVENUES								
1	Total Taxes	9,348,314	9,150,256	9,934,639		9,469,299	-	-	9,469,299
2	Total Licenses and Permits	219,540	191,955	187,760		201,553	-	-	201,553
3	Total Intergovernmental Revenue	559,584	650,584	769,781		652,434	-	-	652,434
4	Total Charges for Services(Recreation, Parks)	193,950	232,510	250,165		229,600	-	-	229,600
5	Total Fines and Forfeits	34,075	32,500	31,252		34,125	-	-	34,125
6	Total Interest & Fee Revenue	1,130,000	1,330,000	1,599,976		1,136,500	-	-	1,136,500
7	Total Transfers In	562,798	562,798	554,342		637,815	-	-	637,815
8	Total Building Fees	800,000	810,000	963,179		560,000	-	-	560,000
9	Total Miscellaneous Revenue	-	124,000	130,825		5,000	-	-	5,000
11	Total Planning Fees	235,700	252,500	414,890		237,875	-	-	237,875
12	Total Town Hall Lease Income	99,528	127,528	209,996		104,200	-	-	104,200
	TOTAL OPERATING REVENUES	13,183,489	13,464,631	15,046,806		13,268,401	-	-	13,268,401
13	OIL and GAS	30,000	18,500	542,601		13,200	0	0	13,200
	TOTAL REVENUES	13,213,489	13,483,131	15,589,407		13,281,601	0	0	13,281,601
		BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
	EXPENSES	2025	2025	2025		2026	2026	2026	2026
100	Total General Government	3,087,842	3,103,342	2,671,760		3,543,788	-	113,150	3,656,938
200	Total Public Safety	3,169,095	3,095,023	3,094,868		3,416,408	-	-	3,416,408
300	Total Streets	1,423,547	1,400,047	1,126,767		1,516,175	-	-	1,516,175
400	Total Recreation	498,152	505,372	476,617		487,661	-	-	487,661
600	Total Economic Development	363,647	394,547	347,592		251,878	30,000	25,000	306,878
700	Total Parks	1,729,845	1,724,645	1,643,773		2,021,138	-	-	2,021,138
800	Total Building Department	762,819	768,819	772,336		615,712	-	-	615,712
1100	Total Planning	758,435	792,935	689,468		710,285	26,300	64,000	800,585
1200	Total Town Hall Lease Expense	149,990	156,675	112,638		175,026	46,000	-	221,026
1300	Total Community Outreach	190,681	229,174	179,621		238,106	-	-	238,106
1400	Total Engineering	733,516	733,716	367,326		952,061	73,000	-	1,025,061
1500	Contributions	49,000	79,000	55,151		75,400	13,163	50,000	138,563
	TOTAL OPERATING EXPENSES	12,916,569	12,983,295	11,537,917		14,003,637	188,463	252,150	14,444,250
1000	TOTAL CAPITAL PROJECTS	6,868,500	5,028,300	3,754,741		8,666,000	1,043,420	900,000	10,609,420
	TOTAL EXPENSES	19,785,069	18,011,595	15,292,658		22,669,637	1,231,883	1,152,150	25,053,670
	EMERGENCY RESERVES	-	-	-		398,448	-	-	398,448
	ENDING FUND BALANCE	19,822,866	21,865,983	26,691,195		12,040,438	(1,231,883)	(1,152,150)	14,481,617
	MINIMUM EFB					2,100,546			2,100,546

GENERAL FUND REVENUES CONT									
11-00									
			BUDGET	ESTIMATE	ACTUALS	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	2026	2026	2026	2026
		<u>Fines</u>							
4500	0	Fines & Forfeitures	22,000	20,000	17,625	21,000			21,000
4501	0	Court Fees	10,500	10,500	10,665	11,025			11,025
4502	0	Surcharges	1,575	2,000	2,962	2,100			2,100
4500		Total Fines & Forfeits	34,075	32,500	31,252	34,125	-	-	34,125
		<u>Interest & Fees</u>							
4601	0	Interest	500,000	700,000	943,046	475,000			475,000
4603	0	Municipal Fees	630,000	630,000	656,930	661,500			661,500
4600		Total Interest & Fees	1,130,000	1,330,000	1,599,976	1,136,500	-	-	1,136,500
		<u>Building Department</u>							
4620	0	Building and Planning Fees	800,000	810,000	963,179	560,000			560,000
4600		Total Building Department	800,000	810,000	963,179	560,000	-	-	560,000
		<u>Planning Department</u>							
4651	0	Application Fees	29,400	45,000	55,600	30,000			30,000
4653	0	Electric Charging Vehicle Fees	6,300	7,500	8,199	7,875			7,875
4654	0	Development Review Fees	200,000	200,000	349,066	200,000			200,000
4655	0	Sign Deposit	-	-	2,025	-			-
4600		Total Planning Department	235,700	252,500	414,890	237,875			237,875
		<u>Transfers</u>							
4701	0	Water	290,000	290,000	290,000	260,175			260,175
4702	0	Wastewater	240,000	240,000	240,000	260,175			260,175
4705	0	Road Impact Fees	22,298	22,298	13,842	20,925			20,925
4706	0	Transfer from 1998 and 2019 1% for Town Park reconstruction	-	-	-	-			-
4711	0	Storm Water	10,500	10,500	10,500	96,540			96,540
4700		Total Transfers	562,798	562,798	554,342	637,815	-	-	637,815
		<u>Miscellaneous Revenues</u>							
4209	0	Restitution	-	-	-	-			-
4310	0	Loss Control Rebate/Insurance Claims	-	119,000	123,788	-			-
4320	0	Right of Way-Hilltop	-	5,000	7,037	5,000			5,000
4607	0	Donations	-	-	-	-			-
4901	0	Sale of Equipment	-	-	-	-			-
		Total Miscellaneous Revenues	-	124,000	130,825	5,000	-	-	5,000
		<u>Oil and Gas</u>							
4610	0	Oil and Gas	30,000	18,500	542,601	13,200			13,200
		Total Oil and Gas	30,000	18,500	542,601	13,200	-	-	13,200

GENERAL GOVERNMENT EXPENSE								
11-01			BUDGET	ESTIMATE	ACTUALS	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	2026	2026	2026
5001		Salaries	1,418,969	1,418,969	1,216,542	1,498,293		1,498,293
5002		Employer Contributions	380,170	380,170	274,480	444,230		444,230
5003		Pension	70,948	70,948	57,196	74,915		74,915
5009	5	Travel-Trans-Educ-Finance	6,000	2,000	1,704	6,000		6,000
5009	12	Travel-Clerk/Deputy Clerk	10,000	5,000	1,838	10,000		10,000
5009	14	Travel-Trans-Educ-Administration	15,000	10,000	5,610	15,000		15,000
5009	41	Travel-Trans-Educ Board	10,000	10,000	7,875	10,000		10,000
5010	1	Office Supplies-admin	62,000	60,000	47,343	50,000		50,000
5010	3	Office Supplies-court	2,500	2,000	731	2,500		2,500
5010	4	Office Supplies-board	2,500	2,500	1,702	7,500		7,500
5011	1	Telephone	12,500	12,500	11,658	12,500		12,500
5012	1	Utilities	36,000	36,000	31,384	36,000		36,000
5013	1	Vehicle Maintenance	3,000	3,000	407	3,000		3,000
5014	1	Gasoline	1,000	500	194	1,200		1,200
5015	1	Insurance	225,000	255,000	251,194	255,000		255,000
5017	7	Town Hall Building Maintenance	35,000	35,000	26,791	35,000		35,000
5018	4	Publications/Legal Notices	7,000	7,000	4,082	7,000		7,000
5019	4	Recording Fees	100	100	82	100		100
5020	1	Professional Fees	60,000	60,000	52,141	60,000		60,000
5021	3	Municipal Judge	18,000	18,000	14,313	18,000		18,000
5022	2	Election Judge	2,600	-	-	3,000	4,000	7,000
5023	2	Election Supplies	30,000	-	-	45,000	45,000	90,000
5024	2	Election Publications	-	-	-	150	150	300
5027	1	Codification	-	-	-	-	-	-
5028	1	Records Management	40,000	40,000	19,863	40,000		40,000
5036	1	Regional Meetings	-	5,000	3,752	5,000		5,000
5038	0	Administrative Expense	30,000	25,000	25,423	30,000		30,000
5038	1	Passport Expense	10,000	10,000	5,743	10,000		10,000
5039	1	Dues and Subscriptions	27,000	27,000	20,214	30,000		30,000
5040	1	Attorney-admin	70,000	78,000	91,748	90,000	60,000	150,000
5040	2	Attorney-elections	4,000	-	-	3,000	4,000	7,000
5040	3	Attorney-court	30,000	30,000	26,567	32,000		32,000
5040	4	Attorney-board	65,000	60,000	48,382	60,000		60,000
5041	3	Court Expense	5,000	5,000	1,745	5,000		5,000
5045	1	Safety Committee (CPR)	7,500	7,500	3,840	7,500		7,500
5046	1	Uniforms	4,655	4,655	1,036	4,800		4,800
5048	1	Wellness Committee	40,000	52,000	48,726	56,000		56,000
5050	1	Employee Recognition	12,000	12,000	2,736	12,000		12,000
5089	7	Janitorial Service & Supplies	35,000	35,000	29,113	35,000		35,000
5090	5	Auditing (1/3)	10,000	9,800	9,718	10,500		10,500
5091	1	Parking Lot Lease	100	100	100	100		100
5095	1	Computer Equipment Maintenance/Replacement	80,000	80,000	68,852	84,000		84,000
5096	1	Internet	4,000	4,000	3,292	4,000		4,000
5097	1	Webpage (redesign)	12,000	22,000	9,288	34,000		34,000
5246	4	Audio/visual Equipment	10,000	14,000	12,542	16,000		16,000
5247	1	Software (Caselle)	22,000	20,000	12,540	22,000		22,000
5247	3	Software (Caselle)-Court	1,300	1,600	1,409	1,500		1,500
5249	1	Public Outreach	-	-	-	-		-
5252	1	Community Events	90,000	90,000	146,601	90,000		90,000
5256	7	Clean-Up Day	10,000	10,000	9,221	10,000		10,000
5257	7	Spring/Fall Clean Up-Branches	2,000	2,000	-	2,000		2,000
5280	0	Transfer to Cemetery Fund	20,000	20,000	20,000	205,000		205,000
5300	1	Bank Fees	38,000	50,000	42,042	50,000		50,000
		TOTAL GENERAL GOVERNMENT	3,087,842	3,103,342	2,671,760	3,543,788	-	113,150
								3,656,938

PUBLIC SAFETY EXPENSE										
11-02			BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025		2026	2026	2026	2026
5001	4	Salaries-Code Enforcement	137,185	107,000	93,984		143,990			143,990
5002	4	Employer Contributions-Code Enforcement	45,178	15,000	9,460		46,580			46,580
5003	4	Pension-Code Enforcement	6,859	5,350	3,472		7,200			7,200
5009	4	Training-Code Enforcement	4,000	5,000	234		4,000			4,000
5010	1	Office Supplies-LCSO	1,500	1,500	-		1,500			1,500
5010	4	Office Supplies-Code Enforcement	6,000	5,000	1,428		6,000			6,000
5011	4	Telephone/Mobile-Code Enforcement	1,600	1,600	1,322		1,600			1,600
5013	4	Vehicle Maintenance-Code Enforcement	3,000	3,000	447		3,000			3,000
5014	4	Gasoline-Code Enforcement	2,000	1,500	724		2,000			2,000
5018	1	Public Events (LETA, Holiday light contest)	13,000	13,000	8,874		13,000			13,000
5034	4	Animal Control	39,000	39,500	39,676		44,850			44,850
5039	1	Dues & Memberships	400	400	73		800			800
5046	4	Uniforms-Code Enforcement	3,000	3,000	1,708		4,000			4,000
5095	4	Computer-Code Enforcement	-	2,000	1,999		-			-
5218	0	Traffic Control	6,000	6,000	5,322		6,000			6,000
5221	4	Abatement of Property	-	2,000	740		6,000			6,000
5222	7	School Safety/Education	25,200	9,000	-		9,450			9,450
5228	1	LARIMER COUNTY SHERIFF'S DEPT	2,875,173	2,875,173	2,925,405		3,116,438			3,116,438
		TOTAL PUBLIC SAFETY DEPARTMENT	3,169,095	3,095,023	3,094,868		3,416,408	-	-	3,416,408

STREETS EXPENSE									
11-03			BUDGET	ESTIMATE	ACTUALS	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	2026	2026	2026	2026
5001		Salaries	498,861	498,861	431,941	637,100			637,100
5002		Employer Contributions	202,843	202,843	138,331	225,570			225,570
5003		Pension	24,943	24,943	18,453	31,855			31,855
5008	1	Employee Physicals-Background	800	800	801	800			800
5009	1	Training	8,500	8,500	8,051	8,500			8,500
5010	1	Office Supplies	6,000	6,000	4,740	6,000			6,000
5011	1	Telephone	6,500	6,500	4,630	6,850			6,850
5012	2	Street Lighting-utilities only	180,000	180,000	145,554	189,000			189,000
5012	6	Utilities-Shop	5,000	5,000	2,319	5,000			5,000
5012	7	Street Light Repairs	70,000	70,000	78,200	25,000			25,000
5014	6	Gasoline	35,000	30,000	25,968	35,000			35,000
5018	1	Publications	500	500	-	500			500
5020	1	Professional Fees (ROW inspections)	30,000	1,500	1,342	1,000			1,000
5021	6	Vehicle and Equipment Maintenance - Light Duty	20,000	20,000	17,542	20,000			20,000
5036	2	Vehicle and Equipment Maintenance - Heavy Duty	40,000	40,000	33,963	40,000			40,000
5037	2	Material for Maintenance	50,000	50,000	20,712	52,500			52,500
5039	1	Dues	600	600	469	600			600
5040	7	Contracting(weed applications, dust suppressant)	50,000	50,000	44,250	52,500			52,500
5041	2	Equipment Rental	10,000	10,000	10,555	12,000			12,000
5042	5	Snow & Ice Removal	65,000	65,000	45,222	68,250			68,250
5044	3	Weed Control Chemicals and Supplies	-	-	-	-			-
5045	6	Shop Operations	22,000	22,000	22,438	23,100			23,100
5046	1	Uniforms	6,000	6,000	4,235	6,000			6,000
5047	4	Signs & Signage	40,000	40,000	18,928	42,000			42,000
5048	2	Safety Equipment	15,000	15,000	6,350	15,750			15,750
5095	1	Computer Maintenance/Replacement	2,000	2,000	1,403	2,000			2,000
5247	1	Software	3,000	3,000	-	3,000			3,000
5251	6	Tools	6,000	6,000	4,947	6,300			6,300
5255	0	Removal of old streets building	25,000	35,000	35,423	-			-
		TOTAL STREETS DEPARTMENT	1,423,547	1,400,047	1,126,767	1,516,175	-	-	1,516,175

RECREATION EXPENSE									
11-04									
			BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025		2026	2026	2026
		<u>ADMINISTRATION</u>							
5001	2	Salaries	215,800	215,800	244,243		194,278		194,278
5002	2	Employer Contributions	77,489	77,489	78,538		81,214		81,214
5003	2	Pension	10,790	10,790	7,213		9,714		9,714
5009	2	Training/Professional Dev/Membership	5,000	5,000	2,756		5,000		5,000
5010	2	Office Supplies	500	500	244		500		500
5011	2	Telephone	1,200	1,200	739		1,200		1,200
5012	2	Utilities	-	-	-		-		-
5013	2	Vehicle Maintenance	2,500	10,500	11,076		2,500		2,500
5014	2	Gasoline	2,000	2,000	957		1,700		1,700
5020	1	Officiating Administrative Fee	11,000	11,000	7,950		9,400		9,400
5046	2	Uniforms	1,300	1,300	-		1,300		1,300
5048	1	School District Charges	150	150	-		150		150
5049	1	Ballfield Maintenance and Repair	-	-	-		-		-
5052	2	First Aid Supplies-Safety	2,500	2,500	540		1,000		1,000
5053	1	Porta john	1,500	2,000	1,538		1,700		1,700
5054	2	Trash	-	-	-		-		-
5056	1	Brochures/Advertising	20,000	20,000	17,519		20,000		20,000
5058	1	Equipment Maintenance	-	-	-		-		-
5059	1	Coach Certification-Background checks	2,500	2,500	2,520		4,950		4,950
5060	1	Rec registration/tracking software	500	500	144		150		150
5071	1	Scholarships	2,500	2,500	-		2,500		2,500
5095	2	Computer Equipment Maintenance/Replacement	2,000	2,000	1,446		2,000		2,000
		<u>CONCESSION STAND</u>							
5001	5	Salaries	-	-	-		-		-
5002	5	Employer Contributions	-	-	-		-		-
5063	5	Supplies	2,000	500	-		-		-
		<u>FLAG FOOTBALL</u>							
5001	8	Salaries	1,300	1,300	997		1,600		1,600
5002	8	Employer Contributions	130	130	78		160		160
5003	8	Pension	-	-	-		-		-
5020	8	Officials	5,760	5,760	5,600		9,000		9,000
5046	8	Uniforms/Shirts	11,200	11,200	11,577		24,800		24,800
5050	8	Equipment	600	600	424		600		600
5055	8	Clinics	-	-	-		-		-
		<u>TRACK/CROSS COUNTRY</u>							
5001	9	Salaries	7,613	7,613	3,516		6,000		6,000
5002	9	Employer Contributions	760	760	276		600		600
5003	9	Pension	-	-	-		-		-
5046	9	Uniforms/Shirts	1,050	1,050	466		800		800
5048	9	Dues/Team Fees	500	500	48		500		500
5050	9	Equipment	500	500	-		500		500
		<u>TENNIS</u>							
5001	10	Salaries	3,400	3,400	3,514		3,400		3,400
5002	10	Employer Contributions	340	340	276		340		340
5046	10	Uniforms/Shirts	700	700	-		700		700
5048	10	Dues/Team Fees	600	600	475		-		-
5050	10	Equipment	750	750	446		500		500

RECREATION EXPENSE CON'T									
11-04									
			BUDGET	ESTIMATE	ACTUALS	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	2026	2026	2026	2026
		<u>ADULT BASKETBALL</u>							
5001	11	Salaries	-	-	-	-			-
5002	11	Employer Contributions	-	-	-	-			-
5003	11	Pension	-	-	-	-			-
		<u>YOUTH BASKETBALL</u>							
5001	12	Salaries	-	-	-	-			-
5002	12	Employer Contributions	-	-	-	-			-
5003	12	Pension	-	-	-	-			-
5020	12	Officials	-	-	-	-			-
5046	12	Uniforms/Shirts	-	-	-	-			-
5050	12	Equipment	-	-	-	-			-
		<u>ADULT SOFTBALL</u>							
5001	21	Salaries	1,500	1,500	141	1,500			1,500
5002	21	Employer Contributions	150	150	11	150			150
5003	21	Pension	-	-	-	-			-
5020	21	Officials	3,100	3,100	-	3,100			3,100
5048	21	Dues/Team Fees	-	-	-	-			-
5050	21	Equipment	900	900	-	900			900
		<u>YOUTH BASEBALL</u>							
5001	22	Salaries	3,500	3,500	2,732	3,500			3,500
5002	22	Employer Contributions	350	350	215	350			350
5003	22	Pension	-	-	-	-			-
5020	22	Officials	5,300	5,300	3,670	4,700			4,700
5046	22	Uniforms/Shirts	11,500	11,500	9,434	11,600			11,600
5048	22	Dues/Team Fees	-	-	-	-			-
5050	22	Equipment	2,500	2,500	1,323	2,500			2,500
5055	22	Clinics	-	-	-	-			-
		<u>YOUTH SOFTBALL</u>							
5001	23	Salaries	1,100	1,100	908	1,100			1,100
5002	23	Employer Contributions	110	110	71	110			110
5003	23	Pension	-	-	-	-			-
5020	23	Officials	1,800	1,800	1,780	2,100			2,100
5046	23	Uniforms/Shirts	3,200	3,200	3,487	3,800			3,800
5048	23	Dues/Team Fees	7,000	7,000	6,210	7,500			7,500
5050	23	Equipment	2,100	2,100	1,626	2,100			2,100
5055	23	Clinics	-	-	-	-			-

RECREATION EXPENSE CONT									
11-04			BUDGET	ESTIMATE	ACTUALS	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	2026	2026	2026	2026
		<u>ADULT VOLLEYBALL</u>							
5001	31	Salaries	-	-	-	-			-
5002	31	Employer Contributions	-	-	-	-			-
5003	31	Pension	-	-	-	-			-
5020	31	Officials	-	-	-	-			-
5050	31	Equipment	-	-	-	-			-
		<u>ADULT KICKBALL</u>							
5001	45	Salaries	1,500	1,500	772	2,800			2,800
5002	45	Employer Contributions	150	150	61	280			280
5003	45	Pension	-	-	-	-			-
5020	45	Officials	2,400	2,400	180	-			-
5050	45	Equipment	100	100	33	100			100
		<u>ADULT SOCCER</u>							
5001	49	Salaries	1,000	1,000	882	800			800
5002	49	Employer Contributions	100	100	69	80			80
5003	49	Pension	-	-	-	-			-
5020	49	Officials	3,200	3,200	4,290	4,000			4,000
5046	49	Uniforms/Shirts	-	-	-	-			-
5050	49	Equipment	500	500	-	250			250
		<u>SOCCER</u>							
5001	50	Salaries	6,900	6,900	2,300	4,700			4,700
5002	50	Employer Contributions	690	690	181	470			470
5003	50	Pension	-	-	-	-			-
5020	50	Officials	10,320	10,320	5,970	7,000			7,000
5046	50	Uniforms/Shirts	9,500	9,500	8,558	10,700			10,700
5048	50	Dues/Team Fees	500	500	-	500			500
5050	50	Equipment	400	400	339	600			600
5055	50	Clinics	-	-	-	-			-
		<u>SPORTS CAMPS</u>							
5001	51	Salaries	4,900	5,100	5,295	7,500			7,500
5002	51	Employer Contributions	490	510	416	750			750
5003	51	Pension	-	-	-	-			-
5020	51	Officials	-	-	-	-			-
5046	51	Uniforms/Shirts	-	-	-	-			-
5050	51	Equipment	2,000	2,000	283	2,000			2,000
5055	51	Clinics	-	-	-	-			-
		<u>TOURNAMENTS</u>							
5001	52	Salaries	600	600	59	650			650
5002	52	Employer Contributions	60	60	5	65			65
5020	52	Officials	-	-	-	-			-
5050	52	Equipment	200	200	214	600			600
		<u>ADDITIONAL PROGRAMS</u>							
5001	55	Salaries	2,300	2,300	2,420	500			500
5002	55	Employer Contributions	300	300	190	50			50
5003	55	Pension	-	-	-	-			-
5046	55	Uniforms/Shirts	-	-	-	-			-
5048	55	Dues/Team Fees/Printing	-	-	-	-			-
5050	55	Equipment	-	-	-	-			-
5055	55	Martial Arts	9,500	9,500	7,376	9,500			9,500
		TOTAL RECREATION DEPARTMENT	498,152	505,372	476,617	487,661	-	-	487,661

ECONOMIC DEVELOPMENT									
11-06									
			BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025		2026	2026	2026
5001	6	Salaries	178,089	178,089	179,521		102,560		102,560
5002	6	Employer Contributions	30,254	30,254	34,116		23,160		23,160
5003	6	Pension	7,804	7,804	8,931		5,128		5,128
5009	6	Education	850	2,000	1,180		2,850		2,850
5011	6	Telephone	2,400	2,400	1,649		1,500		1,500
5039	6	Dues & Subscriptions	2,000	2,000	3,005		5,170		5,170
5046	6	Uniforms	250	250	-		250		250
5095	6	Computer Equipment Maintenance/Replacement	-	-	-		2,500		2,500
5101	6	Memberships	35,900	35,900	28,147		34,760		34,760
5102	6	Office Supplies	500	600	421		750		750
5103	6	Printing	2,500	2,500	-		1,500		1,500
5106	6	Business Prospecting-Travel	1,450	11,000	10,035		2,450		2,450
5108	6	Business Development	19,300	20,000	19,589		20,300		20,300
5110	6	Professional Services-Consultants	46,600	66,000	54,651		21,000	25,000	46,000
5112	6	Marketing/Advertising/Giveaways	3,750	3,750	2,347		5,500		5,500
5120	6	Grants for Business Facade Improvements	32,000	32,000	4,000		20,000	30,000	50,000
5130	6	Dark Sky Program	-	-	-		2,500		2,500
TOTAL BUSINESS DEVELOPMENT			363,647	394,547	347,592		251,878	30,000	25,000
									306,878

PARKS EXPENSES									
11-07									
			BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025		2026	2026	2026
5001	1	Salaries	575,130	575,130	604,463		707,665		707,665
5002	1	Employer Contributions	151,958	151,958	154,403		217,490		217,490
5003	1	Pension	28,757	28,757	19,380		35,383		35,383
5008	1	Physicals, Background	400	400	166		400		400
5009	1	Travel, Education	10,000	10,000	7,247		11,500		11,500
5010	1	Office Supplies	3,500	3,500	2,318		3,500		3,500
5011	1	Telephone	4,000	4,000	3,509		4,000		4,000
5012	4	Utilities-turf/ballfields	10,000	8,000	8,416		10,500		10,500
5012	9	Utilities-facilities/general parks	14,000	16,000	20,129		16,000		16,000
5013	9	Vehicle Maintenance-general parks	12,000	12,000	2,582		15,000		15,000
5014	4	Gasoline-turf/ballfields	12,000	8,000	6,009		12,000		12,000
5014	9	Gasoline-facilities/general parks	10,000	8,000	5,651		10,000		10,000
5020	4	Weed/Turf Maintenance-contract	30,000	30,000	12,740		30,000		30,000
5039	1	Dues	100	400	312		700		700
5040	1	Attorney	1,000	-	-		-		-
5044	4	Turf Maintenance-turf/ballfields	7,500	7,500	3,360		7,500		7,500
5044	9	Turf Maintenance-general parks	8,000	8,000	7,103		8,000		8,000
5046	1	Uniforms	8,000	8,000	5,824		8,000		8,000
5048	4	Ballfield Maintenance (bleachers)(remove bleachers)	65,000	65,000	16,975		65,000		65,000
5049	4	Irrigation and Sprinkler Repair-turf/ballfields	10,000	10,000	9,425		12,000		12,000
5049	9	Irrigation and Sprinkler Repair-general parks	10,000	12,000	10,904		12,000		12,000
5053	3	Porta-Johns-parks	13,000	10,000	5,273		11,000		11,000
5054	2	Facility Maintenance (trash)	7,000	10,000	8,016		10,000		10,000
5055	3	Restroom Maintenance-parks	30,000	30,000	38,486		50,000		50,000
5057	4	Repair and Maintenance Supplies-turf/ballfield	12,000	14,000	12,055		15,000		15,000
5057	9	Repair and Maintenance Supplies-facilities/general parks	60,000	60,000	55,990		60,000		60,000
5057	10	Farm Lease Supplies	15,000	15,000	11,009		15,000		15,000
5058	6	Equipment Maintenance	21,000	21,000	21,364		21,000		21,000
5059	2	Insect Control	60,000	56,000	62,561		60,000		60,000
5060	8	Seasonal Decorations	10,000	10,000	7,416		10,000		10,000
5064	9	Transfer to Forestry	500,000	500,000	500,000		550,000		550,000
5070	3	Entry gate/fence at main building and Bein ballfield	-	-	-		-		-
5074	1	Office Furniture	2,500	4,000	4,727		2,500		2,500
5075	9	Bein Park trail improvements	-	-	-		-		-
5076	9	Park signage	5,000	5,000	1,060		5,000		5,000
5090	8	Equipment Rental	9,000	9,000	7,696		9,000		9,000
5092	3	Main Street Maintenance	6,000	6,000	5,383		8,000		8,000
5095	1	Computer Equipment Maintenance/Replacement	3,000	3,000	6		3,000		3,000
5251	6	Tools	5,000	5,000	1,815		5,000		5,000
		TOTAL PARKS DEPARTMENT	1,729,845	1,724,645	1,643,773		2,021,138	-	-

BUILDING DEPARTMENT EXPENSE									
11-08			BUDGET	ESTIMATE	ACTUALS	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	2026	2026	2026	2026
5001	1	Salaries	193,090	193,090	172,773	209,331			209,331
5002	1	Employer Contributions	59,474	59,474	26,161	34,314			34,314
5003	1	Pension	9,655	9,655	5,029	10,467			10,467
5009	3	Travel-Trans-Educ	6,300	6,300	1,879	7,000			7,000
5010	3	Office Supplies	10,500	10,500	2,641	10,500			10,500
5011	3	Telephone	2,500	2,500	2,589	3,500			3,500
5046	3	Uniforms	500	500	641	600			600
5095	3	Computer Equipment Maintenance/Replacement	-	-	-	3,000			3,000
5185	3	Internet Access	800	800	570	1,000			1,000
5215	2	Contract Inspections	480,000	486,000	560,053	336,000			336,000
		TOTAL BUILDING DEPARTMENT	762,819	768,819	772,336	615,712	-	-	615,712

PLANNING DEPARTMENT EXPENSE									
11-11			BUDGET	ESTIMATE	ACTUALS	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	2026	2026	2026	2026
5001	1	Salaries	403,860	403,860	373,281	396,846			396,846
5002	1	Employer Contributions	84,632	84,632	52,934	85,197			85,197
5003	1	Pension	20,193	20,193	12,600	19,842			19,842
5009	6	Travel-Trans-Educ	8,000	8,000	8,530	9,000			9,000
5010	6	Office Supplies	10,000	10,000	3,947	10,000			10,000
5011	6	Telephone	2,300	2,300	2,589	2,600			2,600
5018	3	Legal Notices/Recording Fees	1,500	1,500	107	2,000			2,000
5022	1	Planning Commission Support	6,000	6,000	4,085	6,000			6,000
5023	1	Historical Preservation Support	6,000	40,500	14,188	6,000	26,300	14,000	46,300
5024	1	Youth Advisory	3,000	3,000	545	3,000			3,000
5025	1	PORT Committee	2,500	2,500	-	2,500			2,500
5026	1	Tree Committee	2,500	2,500	1,497	2,500			2,500
5036	3	Mapping Updates	-	-	-	-			-
5039	6	Dues & Subscriptions	6,750	6,750	2,104	8,000			8,000
5040	3	Attorney	55,000	55,000	55,197	55,000		50,000	105,000
5046	6	Uniforms	1,500	1,500	466	800			800
5095	6	Computer Equipment Maintenance/Replacement	3,000	3,000	-	4,000			4,000
5184	6	Regional Fees and Support	5,500	5,500	2,269	5,500			5,500
5185	6	Internet Access	1,200	1,200	570	1,500			1,500
5186	3	Development Code Update (Housing Needs Assessment)	75,000	75,000	119,615	-			-
5188	3	Comp Plan	-	-	-	30,000			30,000
5189	2	Development Review	60,000	60,000	34,944	60,000			60,000
		TOTAL PLANNING DEPARTMENT	758,435	792,935	689,468	710,285	26,300	64,000	800,585

LEASE										
11-12										
			BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025		2026	2026	2026	2026
		REVENUES								
4401	0	Lease-Guaranty Bank	66,728	66,728	69,242		68,000			68,000
4402	0	Lease-Edward Jones	20,500	20,500	20,836		20,900			20,900
4501	0	Lease-Triton	-	-	-		-			-
4503	0	Lease-Tax Credit Connection	-	-	-		-			-
4504	0	Lease-United Waste	5,400	5,400	5,400		5,400			5,400
4505	0	Lease-Archinger	-	-	-		-			-
4506	0	Lease-A Little Help	4,200	4,200	4,200		4,200			4,200
4508	0	Lease-ProClean	2,700	2,700	2,860		2,700			2,700
4509	0	Lease-RAFT	-	-	-		-			-
4510	0	Lease-Month to Month	-	28,000	107,458		3,000			3,000
		TOTAL REVENUES	99,528	127,528	209,996		104,200	-	-	104,200
		EXPENDITURES								
5012	1	Utilities (XCEL)	7,665	14,000	21,166		25,000			25,000
5013	1	Trash	1,800	2,600	2,216		2,600			2,600
5017	1	Building Maintenance-Janitor	3,150	2,700	2,860		2,700			2,700
5017	2	Building Maintenance-Maintenance	1,050	1,050	1,229		1,200			1,200
5017	3	Building Maintenance-Repairs	525	525	165		1,000			1,000
5019	1	Elevator Maintenance	5,775	5,775	4,933		6,000			6,000
5020	1	Property Tax	73,850	73,850	27,621		77,543	46,000		123,543
5025	1	Design Redevelopment	-	-	-		-			-
5039	1	HOA Fees	56,175	56,175	52,448		58,984			58,984
		TOTAL EXPENDITURES	149,990	156,675	112,638		175,026	46,000	-	221,026
		TOTAL NEW TOWN HALL DEPARTMENT	(50,462)	(29,147)	97,358		(70,826)	(46,000)	-	(116,826)

COMMUNITY OUTREACH										
11-13										
			BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025		2026	2026	2026	2026
5001	1	Salaries	78,864	116,000	102,412		124,510			124,510
5002	1	Employer Contributions	20,429	20,429	20,362		25,170			25,170
5003	1	Pension	3,943	5,800	4,785		6,226			6,226
5009	1	Education/Travel	2,500	2,500	1,673		2,500			2,500
5010	1	Office Supplies	2,000	2,000	418		1,500			1,500
5011	1	Telephone	1,200	1,200	670		1,800			1,800
5018	1	Advertising/Promotional	7,500	7,500	2,934		12,500			12,500
5020	1	Professional Services	67,000	67,000	42,132		37,000			37,000
5020	2	Branding implementation/tourism plan	-	-	386		15,000			15,000
5039	1	Memberships/Dues/Subscriptions	3,000	2,500	1,308		2,500			2,500
5046	1	Uniforms	245	245	69		400			400
5095	1	Computer	-	-	1,312		-			-
5103	1	Printing	3,000	3,000	1,160		8,000			8,000
5247	1	Software	1,000	1,000	-		1,000			1,000
		TOTAL COMMUNITY OUTREACH	190,681	229,174	179,621		238,106	-	-	238,106

ENGINEERING									
11-14			BUDGET	ESTIMATE	ACTUALS	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	2026	2026	2026	2026
5001	1	Salaries	393,748	393,748	213,256	415,862			415,862
5002	1	Employer Contributions	144,668	144,668	59,017	161,606			161,606
5003	1	Pension	6,000	6,000	4,755	20,793			20,793
5009	1	Education/Travel	8,000	8,000	7,073	12,000			12,000
5010	1	Office Supplies	6,000	6,000	3,807	8,000			8,000
5011	1	Telephone	1,200	1,200	493	1,800			1,800
5013	1	Vehicle Maintenance	1,000	1,000	966	3,000			3,000
5014	1	Gasoline	2,400	2,400	950	6,500			6,500
5020	1	Professional Services	125,000	125,000	51,257	125,000	73,000		198,000
5022	1	GIS Mapping	30,000	30,000	16,718	30,000			30,000
5039	1	Memberships/Dues/Subscriptions	5,000	5,000	1,023	14,000			14,000
5046	1	Uniforms	1,000	1,200	1,028	3,000			3,000
5095	1	Computer Equipment Maintenance/Replacement	7,500	7,500	4,888	7,500			7,500
5247	1	Software	2,000	2,000	2,095	143,000			143,000
		TOTAL ENGINEERING	733,516	733,716	367,326	952,061	73,000	-	1,025,061

GENERAL FUND-CAPITAL IMPROVEMENT EXPENSE									
11-10			BUDGET	ESTIMATE	ACTUALS	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	2026	2026	2026	2026
		ADMIN							
5085	0	Town Hall roof							
5086	0	Vehicle Replacement Admin/Engineering				40,000			40,000
5102	0	Town Signage Improvements (replace front sign)	25,000	25,000	6,691				-
5104	0	I-25 Interchange Aesthetics Project							-
5105	0	HVAC Roof Units at Town Hall and Server Room (2023)							-
5120	0	Carpet 2nd floor Town Hall							-
5123	0	Monument-Wayfinding Signs	47,500	47,500	24,346				-
5250	0	Town Hall Copy Machine - Folding Machine							-
5251	0	Audio/Visual Equipment							-
5252	0	Electric Vehicle Charging Station		11,000	10,940				-
		SAFETY							-
5151	0	Crosswalk lights	110,000	110,000	72,580		37,420		37,420
5153	0	Radar speed trailer							-
		CODE ENFORCEMENT							-
5800	0	New Vehicle							-
		STREETS							-
5058	0	New Street Sweeper (drainage 60% & Streets 40%) \$250000							-
5099	0	New Vehicle	60,000	59,300	59,212				-
5127	0	Street Light replacement / retrofit for dark sky							-
5283	0	Mini Skid mower attachments							-
5302	0	Packer/roller for grader							-
5302	0	Skid Steer grader attachment							-
5303	0	Dingo with attachments							-
5304	0	Tilt Trailer							-
5305	0	Warning light system for sign truck							-
5307	0	Roadway Message Boards (2)							-
5309	0	Grinder Vacuum							-
5310	0	Mini Excavator	72,000	71,300	71,274				-
		PARKS & REC							-
5084	0	ATV Plow							-
5101	0	New Vehicle (Parks)				40,000			40,000
5129	0	Richardson Park (Transfer to 60)			24,575	5,000,000		500,000	5,500,000
5403	0	Batting Cages at Bein (60% in park dev)							-
5406	0	Soccer Goals - Waggener Farm Park							-
5407	0	Pitching mounds, batter boxes, batting cages							-
5701	0	Trailer							-
5708	0	Town Park Phase I	281,000	281,000	272,086				-
5710	0	Security System-Bein, Town Park, Pioneer Park, BUILDINGS	65,000	65,000	24,602				-
5714	0	ToolCat							-
5715	0	Irrigation Improvements Project	25,000	25,000	8,324				-
5716	0	Berthoud Reservoir Trail & N Berthoud Pkwy trail (Oil & Gas \$)							-
5718	0	Toro Field Mower							-
5719	0	Bein Park Fitness Equipment Replacement							-
5720	0	Fickel Park Bathroom							-
5721	0	Pressure washer for trailer							-
5722	0	Robot field liner							-
5723	0	Electric mowers							-
5725	0	Parking lot pavement design							-
5726	0	Articulator	8,000	8,200	8,179				-
5727	0	Walker pickup deck, 2 mulching decks	12,000	12,000	8,835				-
5728	0	Small trailer	8,000	8,000	7,054				-
5729	0	Gaga pit construction at Pioneer Park	5,000	5,000	3,765				-
5730	0	Harper Hawk Turbo Vacuum				86,000			86,000
		GENERAL							-
5128	0	3rd Street and Massachusetts	1,500,000	1,000,000	143,659	500,000	856,000		1,356,000
5130	0	Downtown Building Renovation	4,500,000	3,150,000	3,008,619	2,000,000			2,000,000
5131	0	Public Arts Projects	150,000	150,000	-		150,000	50,000	200,000
5132	0	Arboretum (Transfer to 60)				1,000,000		200,000	1,200,000
5133	0	Newell Farm Park (Transfer to 60)							-
5134	0	Jaskowski Property construction						150,000	150,000
		TOTAL CAPITAL IMPROVEMENT	6,868,500	5,028,300	3,754,741	8,666,000	1,043,420	900,000	10,609,420

CONTRIBUTION EXPENSE									
11-15			BUDGET	ESTIMATE	ACTUALS	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	2026	2026	2026	2026
5150	0	Shop Local	15,000	15,000	4,314	15,000			15,000
5154	0	House of Neighborly Service utility assistance	18,600	33,600	20,437	15,000	13,163		28,163
5155	0	VFW	-	-	-	15,000			15,000
5165	0	American Legion	-	15,000	15,000	15,000			15,000
5166	0	Historical Society	-	-	-	-			-
5168	0	Contributions-Other (RAQC)	15,400	15,400	15,400	15,400			15,400
		Main Street						50,000	50,000
		TOTAL CONTRIBUTIONS	49,000	79,000	55,151	75,400	13,163	50,000	138,563
		TOTAL GENERAL FUND OPERATING EXPENSES	12,916,569	12,983,295	11,537,917	14,003,637	188,463	252,150	14,444,250
		Total Capital Projects Expense	6,868,500	5,028,300	3,754,741	8,666,000	1,043,420	900,000	10,609,420
		TOTAL GENERAL FUND EXPENSES	19,785,069	18,011,595	15,292,658	22,669,637	1,231,883	1,152,150	25,053,670

WATER FUND-SOURCE OF SUPPLY									
20-00									
			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	BALANCE ADJ	2026	2026	2026
			BEGINNING FUND BALANCE	22,386,188	22,386,188	599,670	24,756,398		25,356,068
			REVENUES						
4300	2	Grant	-	-	9,583	-	-		-
4450	2	Cash in Lieu- Water Dedication	2,000,000	3,590,000	3,697,620	2,000,000		(1,300,000)	700,000
4451	2	Raw Water System Fee	61,250	30,000	33,320	42,875			42,875
4452	1	Transfer from Water Fund	-	-	-	-			-
4601	2	Interest	500,000	760,000	922,823	-			-
			TOTAL REVENUE	2,561,250	4,380,000	4,663,346	2,042,875	-	(1,300,000)
									742,875
			EXPENSES						
5040	2	Attorney Fees	241,500	200,000	252,175	242,000			242,000
5080	2	Payments Richardson Property (til 2028)	67,640	67,640	67,456	67,640			67,640
5101	2	Reservoir Design and Construction	52,500	-	-	40,000			40,000
5101	3	Reservoir Management/Maintenance	30,000	20,000	10,778	20,000			20,000
5101	4	Reservoir Aeration Maintenance	-	-	-	10,000			10,000
5103	2	Consultant Fees	126,000	180,000	181,971	150,000		30,000	180,000
5104	2	Water Resource Management Plan	21,000	21,000	-	200,000			200,000
5104	2	Non-Pot Master Plan	120,000	-	-	5,000			5,000
5106	2	Ditchwide Study	126,000	100,000	29,987	50,000	70,000		120,000
5107	0	New Water Storage Reservoir (design)	525,000	-	-	500,000			500,000
5108	0	Water Conservation Program	52,000	70,000	60,130	15,000	10,000		25,000
5123	2	Water Purchases	6,000,000	1,000,000	761,810	5,000,000			5,000,000
5208	2	Raw Line Maintenance and Improvements (design)	517,000	350,000	328,835	50,000			50,000
5209	2	Boat/Tractor Maintenance	1,000	1,000	324	1,000			1,000
5278	2	Southern Water Supply Pipeline (SWSP2)	-	-	-	-			-
5300	2	Bank Fees	150	150	-	150			150
			TOTAL EXPENSES	7,879,790	2,009,790	1,693,466	6,350,790	80,000	30,000
									6,460,790
			SOURCE OF SUPPLY FUND BALANCE	17,067,648	24,756,398	25,356,068	20,448,483	(80,000)	(1,330,000)
									19,638,153

WATER FUND-OPERATIONS & MAINTENANCE									
21-00									
		BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
		2025	2025	2025	BALANCE ADJ	2026	2026	2026	2026
		BEGINNING FUND BALANCE	8,652,762	8,652,762	1,652,594	8,049,152			9,701,746
		REVENUES							
4410	0	Sale of Water	4,100,000	4,100,000		4,305,000			4,305,000
4411	0	Water Meters	88,000	63,000	68,001	61,600			61,600
4412	0	Berth. Lake Ranchettes Pump Fee	-	56,000	67,332	-			-
4416	0	Water Share Rental	-	32,000	32,096	-			-
5270	0	Bond	-	-	-	-			-
4601	0	Interest	200,000	270,000	340,097	200,000			200,000
		TOTAL REVENUES	4,388,000	4,521,000	4,780,218	4,566,600	-	-	4,566,600
		EXPENSES							
5001		Salaries	694,334	550,000	567,193	835,373			835,373
5002		Employer Contributions	254,876	254,876	174,644	307,453			307,453
5003		Pension	34,717	27,500	18,857	41,769			41,769
5007	1	License and Examinations	900	900	522	3,000			3,000
5008	1	Employee Physicals-Background	500	500	130	500			500
5009	1	Travel, Trans. & Education	5,250	11,000	11,220	9,000			9,000
5010	1	Office Supplies-admin	25,000	7,000	6,379	20,000			20,000
5010	5	Office Supplies-billing	25,000	25,000	17,687	27,000			27,000
5011	1	Telephone/pager	8,700	8,700	8,609	9,000			9,000
5012	3	Utilities	136,500	136,500	114,097	145,000			145,000
5013	1	Vehicle Maintenance	4,200	8,500	8,060	6,000			6,000
5014	1	Gasoline	8,400	8,000	6,238	10,000			10,000
5015	1	Insurance	126,000	135,000	127,408	150,000			150,000
5018	1	Publications/Legal Notices	5,250	5,250	1,397	8,000			8,000
5020	4	Professional Fees	575,000	550,000	518,389	605,000			605,000
5021	4	Prof Fees: Engineer	21,000	10,000	-	10,000			10,000
5022	4	GIS Data Mapping	3,000	3,000	309	80,000			80,000
5039	1	Dues	5,250	6,200	6,190	7,000			7,000
5040	4	Attorney	36,750	8,000	3,837	36,000			36,000
5041	2	Equipment Rental	1,050	1,050	-	1,100			1,100
5044	2	Weed Control	2,500	2,000	926	2,000			2,000
5046	1	Uniforms	4,200	4,200	2,576	5,000			5,000
5047	1	Rental of Office Space	44,000	62,400	57,600	14,400		43,200	57,600
5048	2	Safety Equipment	3,000	5,000	4,415	5,000			5,000
5054	1	Trash	2,100	2,100	2,504	2,200			2,200
5056	1	Facility Maintenance	4,200	4,200	1,781	4,200			4,200
5057	2	Repair/Maint/Supplies-distribution	84,000	84,000	91,682	88,000		40,000	128,000
5057	3	Repair/Maint/Supplies-treatment	130,000	100,000	83,995	155,000			155,000
5060	3	Chemicals	525,000	500,000	383,883	525,000			525,000
5081	3	SCADA/Software	50,000	30,000	22,450	50,000			50,000
5082	2	Lab Software	15,000	-	-	-			-
5090	4	Auditing (1/3)	10,000	10,000	9,716	10,500			10,500

WATER FUND-OPERATIONS & MAINTENANCE CONT			BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
21-00			2025	2025	2025		2026	2026	2026	2026
5106	3	Lab Equipment & Supplies	15,700	15,700	11,708		32,000			32,000
5107	1	Transfer to General Fund	290,000	290,000	290,000		260,175			260,175
5108	2	Lab Testing	26,200	26,200	23,095		26,000			26,000
5109	2	Meters repairs, replacement, moves	56,700	56,000	58,550		59,000			59,000
5109	5	Meters - New	50,000	51,000	50,738		100,000			100,000
5110	2	Permits	1,300	2,500	2,275		2,500			2,500
5111	2	Water Breaks	48,350	48,350	23,865		100,000			100,000
5116	2	Carriage Agreement(BUREC)	150,000	150,000	803		150,000			150,000
5124	1	Water Assessments (CBT)	310,000	310,000	176,983		325,000			325,000
5269	4	Water Rate Study	20,000	20,000	8,141		10,000			10,000
5276	1	Computer Maintenance/Computer/Caselle-admin	5,000	5,000	3,037		5,000			5,000
5276	5	Computer Maintenance/Computer/Caselle-billing	6,600	6,600	5,480		6,600			6,600
5284	3	Contract Water Treatment (Little T)	31,500	62,000	57,473		60,000			60,000
5300	1	Bank fees	18,000	36,000	27,672		36,000			36,000
5416	2	Water Leasing	-	-	(3,465)		-			-
		TOTAL EXPENSES	3,875,027	3,640,226	2,989,049		4,344,770	-	83,200	4,427,970
		WATER OPERATING BALANCE	\$ 9,165,735	\$ 9,533,536	\$ 10,443,931		\$ 8,270,982	\$ -	\$ (83,200)	\$ 9,840,376

WATER FUND-OPERATIONS & MAINTENANCE CONT			BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
21-00			2025	2025	2025		2026	2026	2026	2026
		OPERATIONS CAPITAL EXPENSES								
5274	7	Transfer loan to Water Capital	439,384	439,384	439,384		439,384			439,384
5277	3	Booster Station and Transmission Main								-
5277	2	Distribution System Improvements (upgrade pipe)	1,000,000	500,000	21,611		1,050,000	480,000		1,530,000
5277	3	Plant Improvements	1,500,000	250,000	0		2,040,000	250,000		2,290,000
5277	4	Filter Plant (Media,valves)								-
5278	0	New Vehicle	75,000	95,000	94,999		75,000			75,000
5279	0	SCADA upgrades	350,000	125,000	114,780		350,000			350,000
5285	0	New Equipment	75,000	75,000	67,231		25,000			25,000
5286	0	AMI Pilot program	300,000	0	4,180		300,000			300,000
5402	6	Bacon Lake Transmission Main					560,000			560,000
5410	6	Treatment Plant Backwash Improvements (1/2)								
		TOTAL OPERATIONS CAPITAL EXPENSES	3,739,384	1,484,384	742,185		4,839,384	730,000	-	5,569,384
		TOTAL WATER FUND EXPENSES	7,614,411	5,124,610	3,731,234		9,184,154	730,000	83,200	9,997,354
		ENDING OPERATIONS FUND BALANCE	5,426,351	8,049,152	9,701,746		3,431,598	(730,000)	(83,200)	4,270,992

WATER FUND-CAPITAL IMPROVEMENTS										
22-00			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	BALANCE ADJ	2026	2026	2026	2026
		BEGINNING FUND BALANCE	16,367,823	16,367,823	16,367,823	330,532	18,160,217			18,490,749
		<u>WATER CAPITAL REVENUES</u>								
4412	1	System Investment Fees	1,582,500	960,000	1,041,900		1,107,750			1,107,750
4413	1	Berthoud Pump Station Connection Fee								-
4414	0	Wilson Ranch for I-25	20	20	11		20			20
4422	1	Sale of Assets	-	-	-		-			-
4425	1	Grant (Larimer County - ultrasonic bouy)	-	-	-		-			-
4601	1	Interest-System Investment Fees	300,000	485,000	588,359		250,000			250,000
4601	3	Interest-Rate Stability	30,000	54,000	65,373		25,000			25,000
4602	1	Transfer from Water Fund	439,384	439,384	439,384		439,384			439,384
		TOTAL CAPITAL REVENUE	2,351,904	1,938,404	2,135,027		1,822,154	-	-	1,822,154
		<u>WATER CAPITAL EXPENSES</u>								
5020	1	Professional Fees								0
5021	0	Impact Fee Study (1/7)	6,000	6,000	6,000					0
5140	1	AFLA Water Line	125,000	125,000	0			125,000		125,000
5151	1	Meter Reading Equipment	250,000	5,000	1,050		250,000			250,000
5204	0	Treatment Plant Transmission Line/Storage Tank Pipeline	1,500,000	0	0					0
5276	0	Master Plan Update	45,000	10,000	5,017		20,000			20,000
5277	1	Plant Improvements for capacity	150,000	0	0					0
5278	1	Bacon Lake Transmission Main					1,309,000			1,309,000
		Booster Station and Transmission Main								0
5278	3	Berthoud Parkway Transmission Main					1,000,000			1,000,000
5300	1	Bank Fees		10	34		-			0
5410	0	Treatment Plant Backwash Improvements (1/2)								
		CAPITAL EXPENSES	2,076,000	146,010	12,101		2,579,000	125,000	-	2,704,000
		ENDING CAPITAL FUND BALANCE	16,643,727	18,160,217	18,490,749		17,403,371	(125,000)	-	17,608,903

WASTEWATER FUND-OPERATIONS & MAINTENANCE									
23-00									
			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	BALANCE ADJ	2026	2026	2026
		BEGINNING FUND BALANCE	8,409,151	8,409,151	8,409,151	288,980	6,295,793		6,584,773
		REVENUES							
4410	0	Wastewater Charges	3,600,000	4,186,000	4,221,669		4,395,300		4,395,300
4410	3	Mary's Farm Lift Station Fees	-	-	-		-		-
4433	0	Bomar Lift Station Maint.	2,000	2,000	2,334		2,000		2,000
4433	1	Campion Lift Station Maint	15,000	15,000	16,657		15,000		15,000
4434	0	Riverglen Lift Station Maint.	3,500	4,000	4,609		3,500		3,500
4435	0	Heron Lakes Lift Station Maint	9,000	15,000	17,881		9,000		9,000
4428	0	Bond					9,000,000		9,000,000
4601	0	Interest	200,000	260,000	304,225		200,000		200,000
		TOTAL WASTEWATER REVENUES	3,829,500	4,482,000	4,567,375		13,624,800	-	13,624,800
		EXPENSES							
5001		Salaries	272,017	272,017	239,546		368,648		368,648
5002		Employer Contributions	82,900	82,900	76,852		133,725		133,725
5003		Pension	13,601	13,601	9,309		18,432		18,432
5007	4	License and Examinations	525	525	362		3,000		3,000
5008	4	Employee Physicals-Background	525	525	-		500		500
5009	4	Travel, Trans. & Education	2,500	2,500	1,181		6,090		6,090
5010	4	Office Supplies-admin	14,000	5,000	2,068		12,000		12,000
5010	5	Office Supplies-billing	25,000	32,000	30,466		35,000		35,000
5011	1	Telephone/pager-main plant	2,625	4,000	3,780		4,500		4,500
5011	2	Telephone/pager-regional plant	2,625	-	-		1,000		1,000
5012	1	Utilities-main plant	246,750	220,000	216,407		245,000		245,000
5012	2	Utilities-regional plant	21,000	21,000	17,673		22,000		22,000
5012	3	Utilities-lift stations	5,250	2,000	1,355		2,000		2,000
5013	3	Vehicle Maintenance	1,575	10,000	8,190		3,000		3,000
5014	3	Gasoline	1,050	500	-		3,000		3,000
5015	4	Insurance	140,000	135,000	122,807		160,000		160,000
5018	4	Publications	1,050	1,050	-		1,100		1,100
5020	4	Professional Fees	772,500	610,000	608,861		660,000		660,000
5022	4	GIS Data Mapping	3,000	3,000	309		50,000		50,000
5039	4	Dues	4,000	2,000	194		2,000		2,000
5040	4	Attorney	23,100	45,000	43,091		32,000		32,000
5041	1	Equipment Rental	1,575	1,575	-		1,600		1,600
5046	4	Uniforms	1,260	1,260	-		5,000		5,000
5048	4	Safety	525	1,000	719		5,000		5,000
5054	1	Trash	5,500	5,500	3,856		5,800		5,800
5054	2	Trash-Regional	-	1,000	772		1,200		1,200
5057	1	Repair, Maint. & Supplies-main plant	145,000	145,000	187,743		217,000		217,000
5057	2	Repair, Maint. & Supplies-regional plant	70,000	25,000	15,242		35,000		35,000
5057	3	Repair, Maint. & Supplies-lift stations	49,875	60,000	52,851		65,000		65,000
5060	1	Chemicals-main plant	90,000	88,000	64,771		95,000		95,000
5060	2	Chemicals-regional plant	45,000	18,000	6,054		20,000		20,000
5081	1	Plant SCADA	50,000	25,000	15,513		30,000		30,000
5090	4	Auditing (1/3)	10,000	10,000	9,716		10,000		10,000
5107	4	Transfer to General Fund	240,000	240,000	240,000		260,175		260,175
5108	1	Lab Tests-main plant	40,000	60,000	52,825		65,000		65,000
5108	2	Lab Tests-regional plant	11,550	10,000	5,854		11,000		11,000
5109	3	Generator Maintenance	16,800	16,800	16,157		17,000		17,000
5110	4	Plant Permit	12,600	12,600	10,201		13,000		13,000
5111	3	Sewer Incidents	15,000	40,000	43,321		30,000		30,000
5114	1	Sludge Hauling-main plant	125,000	115,000	94,856		120,000		120,000
5114	2	Sludge Hauling-regional plant	32,000	25,000	18,378		30,000		30,000
5114	3	Sludge Hauling-lift stations	-	5,000	4,877		15,000		15,000
5116	1	Lab Equipment	6,000	12,000	9,219		12,000		12,000
5119	5	Meter Replacements	-	-	-		-		-
5129	3	Lift Station Maint	47,250	47,250	7,587		50,000		50,000
5138	3	T.V. Lines/Line Cleaning	91,350	91,350	97,901		100,000		100,000
5182	1	Repair & Calibration-Lab Equip.	1,050	1,050	-		1,100		1,100

WASTEWATER FUND-OPERATIONS & MAINTENANCE CONT			BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
23-00			2025	2025	2025		2026	2026	2026	2026
5214	4	Computer Maintenance/Computer/Caselle-admin	11,000	11,000	-		11,000			11,000
5214	5	Computer Maintenance/Computer/Caselle-billing	6,600	6,600	5,480		6,600			6,600
5231	4	Software	6,000	6,000	-		6,000			6,000
5268	0	Removal of facility at 1st street	-	-	-		-			-
5269	4	Rate Study	15,000	15,000	8,141		-			-
5274	4	2012 Bonds	906,100	1,850,755	1,721,778		682,500			682,500
5262	4	Bond								-
		Bond fee			105,973					-
5300	4	Bank Fees	18,000	36,000	28,330		36,000			36,000
		TOTAL EXPENSES	3,705,628	4,445,358	4,210,566		3,719,970	-	-	3,719,970
		WASTEWATER OPERATING BALANCE	8,533,023	8,445,793	8,765,960		16,200,623	-	-	16,489,603

WASTEWATER FUND-OPERATIONS & MAINTENANCE CONT			BUDGET	ESTIMATE	ACTUALS		BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
23-00			2025	2025	2025		2026	2026	2026	2026
		CAPITAL PROJECTS								
5285	0	New Equipment	150,000	50,000	38,521		150,000			150,000
5420	6	Line Rehab and Manhole	375,000	75,000	48,650		300,000			300,000
5430	6	Lift Station Projects	100,000	25,000	0		1,000,000			1,000,000
5431	6	Collection Replacement Projects	375,000	0	0					0
5451	6	Plant Equipment Replacement	3,500,000	2,000,000	2,094,016					0
5453	6	Bacon Lake Interceptor					2,000,000			2,000,000
5454	6	Phase 1a Improvements					6,500,000			6,500,000
5452	6	Plant Improvements-Regional								
		TOTAL CAPITAL PROJECTS	4,500,000	2,150,000	2,181,187		9,950,000	-	-	9,950,000
		TOTAL WASTEWATER EXPENSE	8,205,628	6,595,358	6,391,753		13,669,970	-	-	13,669,970
		TOTAL WASTEWATER FUND BALANCE	4,033,023	6,295,793	6,584,773		6,250,623	-	-	6,539,603

WASTEWATER CAPITAL FUND									
24-00									
		BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
		2025	2025	2025	BALANCE ADJ	2026	2026	2026	2026
		BEGINNING FUND BALANCE	18,997,923	18,997,923	18,997,923	3,879,073	14,586,923		18,465,996
		CAPITAL FACILITY REVENUES							
4412	0	System Investment Fees	1,375,000	840,000	950,220	962,500			962,500
4414	0	Wilson Ranch for I-25	30	30	1,363	30			30
4419	0	ALFA Line	220,000	220,000	86,845	200,000			200,000
4601	0	Interest	500,000	610,000	727,894	400,000			400,000
		TOTAL CAPITAL FACILITY REVENUE	2,095,030	1,670,030	1,766,322	1,562,530	-	-	1,562,530
		CAPITAL FACILITY EXPENSES							
5019	0	ALFA Line Reimbursement	220,000	220,000	86,845	200,000			200,000
5021	0	Impact Fee Study (1/7)	6,000	6,000	6,000				-
5271	0	Bacon Lake Interceptor (1st Street Sewer)	5,000,000	2,350,000	359,649	1,620,000	1,990,000		3,610,000
5273	0	WW Master Plan Update		5,020	5,017	20,000			20,000
5278	4	WW System Improvements for Capacity	500,000	-	-	1,500,000			1,500,000
5279	0	Little Thompson Interceptor							-
5270	0	Phase 1a and 1b Improvements				6,000,000			6,000,000
5278	4	Plant Improvements	3,500,000	3,500,000	1,840,728		1,650,000		1,650,000
5300	0	Bank Fees		10	10				-
		TOTAL CAP FACILITY EXPENSES	9,226,000	6,081,030	2,298,249	9,340,000	3,640,000	-	12,980,000
		ENDING CAP FAC FUND BALANCE	11,866,953	14,586,923	18,465,996	6,809,453	(3,640,000)	-	7,048,526

STORM WATER CAPITAL FUND									
28-00									
			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	BALANCE ADJ	2026	2026	2026
4999		BEGINNING FUND BALANCE	5,529,169	5,529,169	5,529,169	1,389,752	4,031,169		5,420,921
		REVENUES							
4410	0	Storm Water Impact Fees	378,000	255,000	280,736		264,600		264,600
4415	0	Storm Water Inspection Fees	70,000	90,000	98,265		50,000		50,000
4420	0	Developers-CR 17 2020 / Heron Pointe Bridge Funds JE2024	-	-	-		-		-
4601	0	Interest	150,000	178,000	211,365		120,000		120,000
		TOTAL REVENUE	598,000	523,000	590,366		434,600	-	434,600
		STORM WATER CAPITAL EXPENSES							
5020	0	Professional Fees					200,000		200,000
5021	0	Impact Fee Study (1/7)	6,000	6,000	4,675				-
5101	0	CR 17 Trunk Main							-
5104	0	Berthoud Reservoir Stormwater Outfall Improvements (design)	500,000	500,000	8,472		2,000,000	490,000	2,490,000
5105	0	Serenity Ridge Drainage improvements	265,000	15,000	10,482		250,000		250,000
5106	0	Home Supply Ditch Replacement	1,500,000	1,500,000	674,985			825,000	825,000
5300	0	Bank Fees							
		TOTAL CAPITAL EXPENSES	2,271,000	2,021,000	698,614		2,450,000	1,315,000	3,765,000
5999		ENDING STORM WATER FUND BALANCE	3,856,169	4,031,169	5,420,921		2,015,769	(1,315,000)	2,090,521

STORM WATER OPERATIONS FUND										
29-00			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	BALANCE ADJ	2026	2026	2026	2026
4999		BEGINNING FUND BALANCE	3,268,672	3,268,672	3,268,672	219,324	3,638,587			3,857,911
		<u>REVENUES</u>								
4410	0	Storm Water Fees	550,000	600,000	717,211		550,000			550,000
4601	0	Interest	70,000	112,000	136,754		50,000			50,000
		TOTAL REVENUE	620,000	712,000	853,965		600,000	-	-	600,000
		<u>EXPENSES</u>								
5001		Salaries	-	700	4,697		-			-
5002		Employer Contributions	-	100	84		-			-
5003		Pension	-	35	2		-			-
5009	5	Travel, Training	750	750	-		750			750
5020	4	Professional Fees	25,000	25,000	8,593		25,000			25,000
5022	4	GIS Data Mapping	5,000	5,000	-		50,000			50,000
5042	1	Snow & Ice Removal	25,000	25,000	-		25,000			25,000
5057	3	Repair & Maint: culverts, drain pans, gutters	50,000	50,000	21,388		50,000			50,000
5059	5	Computer Maint/Replacement/Caselle	2,000	2,000	-		2,000			2,000
5060	3	Drainage Parts	2,000	2,000	-		2,000			2,000
5107	5	Transfer to General Fund	10,500	10,500	10,500		96,540			96,540
5110	4	Permit	10,000	5,000	-		10,000			10,000
5261	2	Sweeper Parts	36,000	36,000	34,940		50,000			50,000
5300	5	Bank Fees	-	-	-		-			-
		TOTAL EXPENSES	166,250	162,085	80,204		311,290	-	-	311,290
		<u>STORM WATER CAPITAL EXPENSES</u>								
5058	0	Street Sweeper (40% GF & 60% Drainage)								-
5202	0	Heron Pointe ditch grading design	180,000	180,000	184,522					-
5401	6	Culverts-drain pans-gutters					30,000			30,000
		TOTAL CAPITAL EXPENSES	180,000	180,000	184,522		30,000	-	-	30,000
		TOTAL STORM WATER OPERATION EXPENSES	346,250	342,085	264,726		341,290	-	-	341,290
5999		ENDING STORM WATER FUND BALANCE	3,542,422	3,638,587	3,857,911		3,897,297	-	-	4,116,621

PARK DEVELOPMENT									
31-00									
			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	BALANCE ADJ	2026	2026	2026
4999		BEGINNING FUND BALANCE	2,340,957	2,340,957	2,340,957	1,750,911	766,957		2,517,868
		REVENUES							
4601	0	Interest	50,000	74,000	89,448		40,000		40,000
4607	0	Grant Revenue	500,000	500,000	449,591		-		-
4700	0	Park Development	961,000	500,000	550,919		672,700	(170,000)	502,700
		TOTAL REVENUES	1,511,000	1,074,000	1,089,958		712,700	-	(170,000)
		EXPENSES							
5020	1	Professional Fees (Newell Farm construction drawings)(Transfer to 60)	30,000	30,000	-				-
5021	0	Impact Fee Study (1/7)							-
5022	1	Skate Park at Waggener Plan							-
5022	2	Bike Park at Richardson	30,000	-	-		30,000		30,000
5203	0	Batting Cages at Bein (40% in GF)							-
5204	0	Town Park	30,000	30,000	-				-
5207	1	Pioneer Park	150,000	150,000	22,845			127,000	127,000
5207	2	Pioneer Park Community Garden		3,000	2,847				-
5210	0	Dog Park							-
5220	0	Arboretum (Transfer to 60)	1,500,000	1,500,000	-			1,000,000	1,000,000
5221	0	Farmstead Playground contribution							-
5246	1	Heron Lakes (shelter, parking lot, bathrooms)							-
5248	1	Berthoud Reservoir (trails)							-
5249	0	Roberts Lake east field development (design)							-
5250	0	North Berthoud Parkway trail	935,000	935,000	884,725				-
5251	0	Richardson Park (Transfer to 60)					500,000	750,000	1,250,000
5252	1	Newell Farm construction drawings(Transfer to 60)					400,000		400,000
5252	1	Newell Farm Park (Transfer to 60)			2,630				-
5300	1	Bank Fees	-	-			-		-
		TOTAL EXPENSES	2,675,000	2,648,000	913,047		930,000	1,127,000	750,000
5998		EMERGENCY RESERVES	-	-	-		21,381	-	(5,100)
5999		ENDING PARK FUND BALANCE	1,176,957	766,957	2,517,868		528,276	(1,127,000)	(914,900)

PARK LAND ACQUISITION AND DEDICATION									
32-00									
		BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
		2025	2025	2025	BALANCE ADJ	2026	2026	2026	2026
4999		BEGINNING FUND BALANCE	886,819	886,819	39,480	242,889			282,369
		REVENUES							
4601	0	Interest	25,000	12,000	13,414	15,000			15,000
4700	0	Park Dedication	240,250	125,000	137,730	168,175		(48,000)	120,175
4705	0	Colorado Water Conservancy grant for inventory	79,650	79,650	-	-			-
		TOTAL REVENUES	344,900	216,650	151,144	183,175	-	(48,000)	135,175
		EXPENSES							
5020	0	Professional Fees							-
5021	0	Impact Fee Study (1/7)	2,930	2,930	-	-			-
5022	0	Open Space Master Plan							-
5041	0	Welch Trail Easement							-
5042	0	Little Thompson Corridor Inventory (grant)	107,650	107,650	5,594		100,000		100,000
5171	0	Park Expansion Property Purchase (GOCO grant match open space purchase)							-
5171	1	Park Expansion-transfer to open space acquisition	750,000	750,000	750,000	150,000			150,000
5300	0	Bank Fees	-	-		-			-
		TOTAL EXPENSES	860,580	860,580	755,594	150,000	100,000	-	250,000
5998		EMERGENCY RESERVES	-	-	-	5,495	-	(1,440)	4,055
5999		ENDING DEDICATION FUND BALANCE	371,139	242,889	282,369	270,569	(100,000)	(46,560)	163,489

PUBLIC FACILITIES FUND									
33-00									
		BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
		2025	2025	2025	BALANCE ADJ	2026	2026	2026	2026
4999		BEGINNING FUND BALANCE	3,380,216	3,380,216	92,795	3,534,216			3,627,011
		REVENUES							
4601	0	Interest	100,000	110,000	132,234	90,000			90,000
4700	0	Public Facilities	205,500	145,000	155,501	143,850			143,850
		TOTAL REVENUES	305,500	255,000	287,735	233,850	-	-	233,850
		EXPENSES							
5020	0	Professional Fees	1,040,000	40,000	4,140	400,000			400,000
5021	0	Impact Fee Study (1/7)	6,000	6,000	4,300				-
5152	0	Town Hall office construct	15,000	15,000	-		15,000	350,000	365,000
5153	0	Public Works Facility	1,500,000	-		350,000		(350,000)	-
5155	0	Parks/Forestry Storage Building at Service Center							-
5156	0	Parks/Forestry Storage Building at Waggener Farm							-
5176	0	LCSO Vehicle (transfer to general fund)							-
5177	0	New Vehicles	40,000	40,000	32,500	155,000			155,000
5178	0	Richardson Park (Transfer to 60)						750,000	750,000
5300	0	Bank Fees	-	-		-			-
		TOTAL EXPENSES	2,601,000	101,000	40,940	905,000	15,000	750,000	1,670,000
5998		EMERGENCY RESERVES	-	-	-	7,016	-	-	7,016
5999		ENDING FACILITY FUND BALANCE	1,084,716	3,534,216	3,627,011	2,856,051	(15,000)	(750,000)	2,183,846

CONSERVATION TRUST FUND									
34-00									
			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	BALANCE ADJ	2026	2026	2026
4999		BEGINNING FUND BALANCE	561,265	561,265	561,265	360,934	257,100		618,034
		REVENUES							
4301	0	Conservation Trust Distribution	150,000	150,000	148,316		150,000		150,000
4305	0	Other Contributions	-	-	-				-
4364	0	Transfer from General Fund	500,000	500,000	500,000		550,000		550,000
4601	0	Interest	15,000	18,000	22,349		12,000		12,000
		TOTAL REVENUES	665,000	668,000	670,665		712,000	-	712,000
		GENERAL PARK							
5140	1	Park Building - Grounds - Sprinklers	3,000	3,000	2,973		-		-
5141	1	Roberts Park (concrete entry and pavillion)(nursery)	35,000	-	-		-		-
5142	0	Picnic tables and benches	8,000	8,000	-		-	8,000	8,000
5143	0	Trail Signage	10,000	10,000	-		-	10,000	10,000
5270	1	Tennis Court Repair	-	-	-		10,000		10,000
		GENERAL EXPENSE SUBTOTAL	56,000	21,000	2,973		10,000	18,000	-
		FORESTRY and OPEN SPACE							
5001		Salaries	399,472	399,472	404,258		510,557		510,557
5002		Employer Contributions	121,443	101,443	79,716		134,500		134,500
5003		Pension	19,974	18,000	16,443		25,528		25,528
5009	1	Travel, Education	8,000	8,000	6,076		9,000		9,000
5010	1	Office Supplies	1,000	1,000	417		1,000		1,000
5011	1	Telephone	750	750	521		750		750
5013	1	Vehicle Maintenance	6,000	6,000	5,500		6,000		6,000
5014	1	Gasoline	8,000	8,000	6,743		8,000		8,000
5046	1	Uniforms	4,500	4,500	3,967		6,500		6,500
5058	1	Equipment Maintenance	6,000	6,000	5,451		12,500		12,500
5072	2	Tree Maintenance	40,000	40,000	11,275		40,000		40,000
5076	2	Educational Materials	2,500	2,500	2,411		3,500		3,500
5077	3	Tree Replacement	20,000	20,000	16,179		20,000		20,000
5079	2	Supplies	9,000	9,000	8,469		11,000		11,000
5080	4	EAB Response-Treatment	45,000	45,000	42,158		45,000		45,000
5095	1	Computer Equipment Maintenance/Replacement	1,200	1,500	1,339		3,500		3,500
5247	1	Software	5,000	5,000	-		5,000		5,000
5263	0	New Vehicle and water tank	-	-	-		-		-
5266	0	Arboretum at Waggener Farm Park Master Plan - concept plan	275,000	275,000	-		-		-
5300	1	Bank Fees	-	-	-		-		-
		FORESTRY EXPENSE SUBTOTAL	972,839	951,165	610,923		842,335	-	842,335
		TOTAL EXPENSES	1,028,839	972,165	613,896		852,335	18,000	870,335
5998		EMERGENCY RESERVES	-	-	-		21,360	-	21,360
5999		ENDING CONSERV FUND BALANCE	197,426	257,100	618,034		95,405	(18,000)	438,339

LARIMER COUNTY OPEN SPACE TAX FUND									
36-00									
			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	BALANCE ADJ	2026	2026	2026
4999		BEGINNING FUND BALANCE	817,645	817,645	817,645	651,840	395,045		1,046,885
		REVENUES							
4302	1	Grant for Schaal purchase	1,000,000	1,000,000	-	-	-	1,000,000	1,000,000
4306	0	Revenues	300,000	320,000	461,807		400,000		400,000
4307	0	CDOT Funding for Berthoud Parkway Trail / MPO Funding B Pkwy	-	-	-		-		-
4310	1	Transfer from Park Dedication Fund	750,000	750,000	750,000		150,000		150,000
4310	2	Transfer from 1998 1% Fund	1,560,000	1,560,000	1,560,000		150,000		150,000
4601	0	Interest	25,000	26,000	32,348		24,000		24,000
		TOTAL REVENUES	3,635,000	3,656,000	2,804,155		724,000	1,000,000	-
		EXPENSES							
5020	0	Professional Fees	14,000	5,000	11,777		9,000		9,000
5220	0	Waggener Farm Construction (Pickleball courts)			396				-
5257	0	Trail System & Improvements- HERON LAKES							-
5257	0	Trail System & Improvements- Master Plan							-
5257	1	Trail System & Improvements- South Berthoud Parkway Trail							-
5259	0	Hillsdale-regular maintenance	22,000	22,000	10,318		22,000		22,000
5260	0	Pioneer Park-lake bank seed, trail around lake,pavillion							-
5265	0	Jaskowski property maintenance	10,000	10,000	7,935		20,000		20,000
5265	1	Jaskowski trail connection		2,600	2,600				-
5266	0	Richardson property maintenance	3,000	6,000	3,854		6,000		6,000
5268	0	Berthoud Reservoir Park/Trail maintenance	13,000	13,000	8,850		13,000		13,000
5280	0	Aerovator for seeding	12,000	12,000	11,249		-		-
5300	0	Bank Fees	-	-	-		-		-
		EXPENSES	74,000	70,600	56,979		70,000	-	-
5171	0	Open Space Acquisition	4,008,000	4,008,000	2,517,936		300,000	1,490,000	1,790,000
		LAND ACQUISITION EXPENSES	4,008,000	4,008,000	2,517,936		300,000	1,490,000	-
		TOTAL EXPENSES	4,082,000	4,078,600	2,574,915		370,000	1,490,000	-
5998		EMERGENCY RESERVES	-	-	-		21,720	30,000	-
5999		ENDING LARIMER FUND BALANCE	370,645	395,045	1,046,885		727,325	(520,000)	859,165

CEMETERY ENDOWMENT FUND									
37-00									
			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	BALANCE ADJ	2026	2026	2026
4999		BEGINNING FUND BALANCE	188,063	188,063	188,063	54,348	119,797		174,145
		REVENUES							
4280	0	Transfer from General Fund	20,000	20,000	20,000		205,000		205,000
4601	0	Interest	5,000	5,600	6,729		4,500		4,500
4710	0	Lot Sales	27,000	20,000	21,910		15,000		15,000
4711	0	Opening & Closing	20,000	25,000	27,190		20,000		20,000
4713	0	Marker Sales	500	1,100	1,101		-		-
		TOTAL REVENUES	72,500	71,700	76,930		244,500	-	-
		EXPENSES							
5001		Salaries	66,271	66,271	63,207		71,275		71,275
5002		Employer Contributions	6,831	6,831	6,194		7,500		7,500
5003		Pension	3,314	3,314	3,099		3,564		3,564
5012	2	Utilities	8,000	5,000	444		8,300		8,300
5014	2	Gasoline	2,200	2,200	863		2,200		2,200
5020	1	Professional Fees (funerals)	3,000	3,000	-		3,000		3,000
5020	0	Professional Fees - concept plan for Cemetery improvements	35,000	35,000	-		-	35,000	35,000
5046	2	Uniforms	850	850	644		850		850
5057	2	Repair & Maintenance	15,000	15,000	14,941		18,000		18,000
5059	2	Marker Sales	2,500	2,500	1,456		2,500		2,500
5082	0	Cemetery Improvements	-	-	-		225,000		225,000
5083	0	Columbarium	-	-	-		-		-
5083	1	Cremains Vaults	-	-	-		-		-
5300	2	Bank Fees	-	-	-		-		-
		TOTAL EXPENSES	142,966	139,966	90,848		342,189	35,000	-
5998		EMERGENCY RESERVES	-	-	-		7,335	-	7,335
5999		ENDING CEMETERY FUND BALANCE	117,597	119,797	174,145		14,773	(35,000)	34,121

BERTHOUD AREA TRANSPORTATION FUND									
39-00									
			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	BALANCE ADJ	2026	2026	2026
4999		BEGINNING FUND BALANCE	210,371	210,371	210,371	26,274	118,111		144,385
		REVENUES							
4101	0	Donations / Microtransit grant	850,000	-	-		850,000		850,000
4106	0	OOA	-	-	-		-		-
4107	0	Client Contributions	2,500	3,000	3,301		2,500		2,500
4108	0	Transfer from 1% Fund	100,000	100,000	100,000		250,000		250,000
4109	0	City of Ft. Collins	50,000	80,000	80,465		50,000		50,000
4601	0	Interest	15,000	5,000	5,806		5,000		5,000
		TOTAL REVENUE	1,017,500	188,000	189,572		1,157,500	-	1,157,500
		EXPENSES							
5001		Salaries	107,897	107,897	101,274		108,317		108,317
5002		Employer Contributions	23,468	23,468	20,007		23,679		23,679
5003		Pension	5,395	5,395	4,037		5,416		5,416
5008	2	Employee Physicals-Background	500	500	-		500		500
5009	1	Travel, Training, Education	1,000	1,000	-		1,000		1,000
5010	1	Office Supplies	800	800	253		800		800
5011	2	Telephone	1,300	1,500	1,542		1,500		1,500
5013	2	Vehicle Maintenance	15,000	15,000	13,615		18,000		18,000
5017	2	Insurance Deductibles	5,000	5,000	-		5,000		5,000
5020	0	Consultant - Transit Study	850,000	-	-		-		-
5024	0	Implement Microtransit			-		850,000		850,000
5021	1	Admin. Expenses	100	100	-		100		100
5022	1	Flex Bus Service	45,000	31,100	31,084		45,000		45,000
5023	1	RAFT Contribution	75,000	75,000	75,000		75,000		75,000
5039	1	CASTA Dues	500	500	448		500		500
5040	1	Attorney	500	700	607		500		500
5044	1	Advertising	1,500	1,500	-		1,500		1,500
5045	2	Driver Drug Testing	1,000	1,000	94		1,000		1,000
5046	1	Uniforms	1,500	500	-		500		500
5095	1	Computer Equipment Maintenance/Replacement	3,000	-	-		-		-
5114	2	Gasoline	7,800	7,800	5,896		8,000		8,000
5247	1	Software	1,500	1,500	1,701		1,500		1,500
5300	1	Bank Fees	-	-	-		-		-
		TOTAL EXPENSES	1,147,760	280,260	255,558		1,147,812	-	1,147,812
5998		EMERGENCY RESERVES	-	-	-		34,725	-	34,725
5999		ENDING BATS FUND BALANCE	80,111	118,111	144,385		93,074	-	119,348

ROAD IMPACT FEES									
40-00									
		BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
		2025	2025	2025	BALANCE ADJ	2026	2026	2026	2026
		BEGINNING FUND BALANCE	6,696,883	6,696,883	6,696,883	102,088	7,218,783		7,320,871
		REVENUES							
4401	0	Road Impact Fees	743,250	420,000	375,222	520,275		(420,000)	100,275
4405	0	Heron Pointe Bridge Funds (transferred to 28-00-4420-00 2024)	-	-	-	-			-
4601	0	Interest	150,000	220,000	267,097	120,000			120,000
		TOTAL REVENUES	893,250	640,000	642,319	640,275	-	(420,000)	220,275
		EXPENSES							
5016	0	Refunds							-
5020	0	Professional Fees							-
5021	0	Impact Fee Study (1/7)							-
5087	0	Plow Truck/Steel V box							-
5101	0	Transfer to General Fund (3%)	22,298	12,600	13,842	20,925			20,925
5106	0	Transportation Master Plan Update							-
5108	0	Van Metre Purchase and Demo							-
5110	0	Berthoud Parkway widening							-
5111	0	CR 7 Project (30% for widening)		500	360				-
5113	0	LCR 10E Bridge Widening							-
5114	0	Spartan Design and Crossing (Transfer to 60)	5,250,000	105,000	4,129	5,150,000	100,000		5,250,000
5116	0	Highway 287 & 10E Ramps							-
5117	0	Intersection Improvements at Hwy 14 & Berthoud Pkwy - crosswalk lights				50,000			50,000
5220	0	Richardson Park						750,000	750,000
5300	0	Bank Fees	-	-		-			-
		TOTAL EXPENSES	5,272,298	118,100	18,331	5,220,925	100,000	750,000	6,070,925
		EMERGENCY RESERVES	-	-	-	19,208	-	(12,600)	6,608
		ENDING ROAD IMPACT FUND BALANCE	2,317,836	7,218,783	7,320,871	2,618,925	(100,000)	(1,157,400)	1,463,613

RECREATIONAL MJ TAX 7%									
41-00									
			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	BALANCE ADJ	2026	2026	2026
		BEGINNING FUND BALANCE	1,363,626	1,363,626	1,363,626	335,068	1,213,626		1,548,694
		REVENUES							
4601	0	Interest	50,000	50,000	55,034		36,000		36,000
4604	0	Sales Tax	600,000	600,000	613,231		600,000		600,000
4606	0	Quick Win Grant (MPO)	-	-	-		-		-
		TOTAL REVENUES	650,000	650,000	668,265		636,000	-	636,000
		EXPENSES							
5200	0	Street Projects							-
5201	0	Bike Lane Striping							-
5210	0	Youth Projects							-
5211	0	Carnival							-
5212	0	Washington DC	15,000	15,000	-		15,000		15,000
5213	0	YAC Conference	15,000	15,000	1,899				-
5220	0	Sidewalk Projects							-
5221	0	Downtown Sidewalk Replacement	350,000	350,000	331,298		350,000		350,000
5222	0	Quick Win Pedestrian Crosswalk at Welch/3rd							-
5223	0	Sidewalk Maintenance Plan							-
5240	0	Law Enforcement Projects							-
5241	0	Flock Camera System	25,000	-	-				-
5242	0	LCSO Equipment	105,000	105,000	-				-
5260	0	Park Projects							-
5261	0	Bike Park Scope expansion	150,000	150,000	-		200,000	150,000	350,000
5262	0	Richardson Park (Transfer to 60)					1,000,000		1,000,000
5263	0	Newell Farm Park (Transfer to 60)							-
5280	0	Recreation Projects							-
5281	0	Wildfire arts provider	70,000	70,000	70,000		75,000		75,000
5282	0	Other Recreation Service Providers	95,000	95,000	80,000		95,000	15,000	110,000
5300	0	Bank Fees							-
		TOTAL EXPENSES	825,000	800,000	483,197		1,735,000	165,000	-
		EMERGENCY RESERVES	-	-	-		19,080	-	-
									19,080
		ENDING SALES TAX FUND BALANCE	1,188,626	1,213,626	1,548,694		95,546	(165,000)	-
									265,614

1998 1% SALES TAX FUND*									
51-00									
			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT
			2025	2025	2025	BALANCE ADJ	2026	2026	2026
		BEGINNING FUND BALANCE	4,600,838	4,600,838	4,600,838	1,474,062	3,670,868		5,144,930
		REVENUES							
4234	0	Transfer from General Fund 11-10-5104-00	-	-	-		-		-
4235	0	Safe Routes to School Grant - DEVELOPER PARTICIPATION 2025	-	-	312,475		-		-
4610	0	Sales Tax	2,600,000	2,500,000	2,843,134		2,625,000		2,625,000
4610	1	Sales Tax-building permits	410,625	445,000	149,233		287,438		287,438
4601	0	Interest	80,000	120,000	501,344		120,000		120,000
		TOTAL REVENUES	3,090,625	3,065,000	3,806,186		3,032,438	-	-
		EXPENSES							
5012	1	Utilities - I-25	1,200	1,200	1,240		1,800		1,800
5038	0	Sidewalks/ADA	350,000	350,000	155,260		350,000		350,000
5233	0	Pavement Maintenance Plan							-
5235	0	Safe Routes to School							-
5237	0	Transportation (BATS)-Transfer	100,000	100,000	100,000		250,000		250,000
5239	0	Street Improvements	1,683,700	1,683,700	1,214,337		1,500,000		1,500,000
5240	0	Waggener Farm Park							-
5241	0	Round-a-bout Reconstruction							-
5242	0	Open Space/Trail Acquisition transfer	1,560,000	1,560,000	1,560,000		150,000		150,000
5244	0	I-25 Design, Art and Landscaping		70	66		80,000		80,000
5245	0	Town Park							-
5266	0	Arboretum (Transfer to 60)	2,500,000	300,000	231,191		2,500,000		2,500,000
5262	0	Richardson Park (Transfer to 60)					1,000,000		1,000,000
5300	0	Bank Fees							-
		TOTAL EXPENSES	6,194,900	3,994,970	3,262,094		5,831,800	-	-
		EMERGENCY RESERVES	-	-	-		90,973	-	-
		ENDING SALES TAX FUND BALANCE	1,496,563	3,670,868	5,144,930		780,532	-	-

2019 1% SALES TAX FUND										
52-			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	BALANCE ADJ	2026	2026	2026	2026
		BEGINNING FUND BALANCE	7,611,868	7,611,868	7,611,868	946,002	8,584,162			9,530,164
00		REVENUES								
4400	0	Sales Tax	2,600,000	2,500,000	2,868,628		2,625,000			2,625,000
4400	1	Sales Tax-building permits	410,625	445,000	501,344		287,438			287,438
4450	52	COP Advance-GRANT	-	-	-		-			-
4500	1	Recreation Center Memberships	1,025,000	1,025,000	1,132,276		1,025,000			1,025,000
4500	70	Recreation Center Memberships-Corporate	1,800	1,800	3,430		2,000			2,000
4500	2	Recreation Center Daily Fees	314,500	314,500	345,851		360,362			360,362
4500	3	Recreation Center Rentals	54,000	54,000	71,154		65,410			65,410
4500	60	Recreation Center Sponsorships	30,000	30,000	31,750		30,000			30,000
4500	4	Activity Fee-Senior Activites	1,000	1,000	273		500			500
4500	5	Activity Fee-Aquatics	72,200	72,200	113,196		117,907			117,907
4500	17	Activity Fee-Richardson Aquatics	-	-	-		-			-
4500	6	Activity Fee-Fitness	86,000	86,000	81,750		75,807			75,807
4500	7	Activity Fee-Contracted Programs	13,500	13,500	7,074		4,025			4,025
4500	8	Activity Fee-Youth Futsal	1,700	1,700	3,280		2,500			2,500
4500	11	Activity Fee-Adult Basketball	5,600	5,600	3,850		550			550
4500	12	Activity Fee-Youth Basketball	23,500	23,500	26,645		8,500			8,500
4500	15	Activity Fee-Senior Pickleball	1,600	1,600	868		440			440
4500	16	Activity Fee-Classes/Programs	1,000	1,000	1,038		36			36
4500	31	Activity Fee-Adult Volleyball	12,500	12,500	15,410		9,514			9,514
4500	32	Activity Fee-Youth Volleyball	17,200	17,200	15,538		14,293			14,293
4500	40	Activity Fee-Senior Volleyball	1,300	1,300	-		-			-
4500	45	Activity Fee-Adult Pickleball	3,200	3,200	-		2,500			2,500
4500	52	Activity Fee-Adult Clinics/Tournaments	1,000	1,000	-		540			540
4500	53	Activity Fee-Youth Clinics/Tournaments	1,000	1,000	-		-			-
4500	54	Activity Fee-Adult Additional Sports	1,500	1,500	6,176		1,500			1,500
4500	55	Activity Fee-Youth Additional Sports	750	750	1,040		-			-
4500	75	Special Events Fee	24,500	24,500	34,908		29,662			29,662
4563	0	Vending/Inventory Sales	8,500	8,500	13,770		7,926			7,926
4564	0	Contract Arts Activities	20,000	20,000	15,431		12,744			12,744
4550	31	Transfer from Park Development	-	-	-		-			-
4550	36	Transfer from Larimer Open Space	-	-	-		-			-
4550	40	Transfer from Road Impact	-	-	-		-			-
4550	51	Transfer from 1998 1%	-	-	-		-			-
4601	0	Interest	300,000	300,000	322,135		250,000			250,000
		TOTAL REVENUES	5,033,475	4,967,850	5,616,815		4,934,154	-	-	4,934,154

		RECREATION CENTER OPERATING EXPENSES								
01		Recreation Center Administration/Operations								
5001	1	Salaries	322,971	322,971	297,264	349,790				349,790
5002	1	Employer Contributions	112,946	112,946	107,437	129,515				129,515
5003	1	Pension	16,149	16,149	14,801	17,490				17,490
5001	2	Salaries-PART TIME/SEASONAL	181,000	181,000	180,757	194,655				194,655
5002	2	Employer Contributions-PART TIME/SEASONAL	18,000	18,000	14,189	18,000				18,000
5007	1	Employee license/certifications/recognition	1,500	1,500	680	1,500				1,500
5008	1	Background/Physicals	1,000	1,000	314	750				750
5009	1	Training/Education/Travel	4,000	4,000	1,051	4,000				4,000
5010	1	Office Supplies	4,000	4,000	3,623	4,000				4,000
5011	1	Telephone/Internet	6,500	6,500	5,178	5,558				5,558
5012	1	Utilities	166,000	166,000	157,856	166,000				166,000
5013	1	Vehicle Maintenance	500	500	227	1,100				1,100
5014	1	Gasoline	300	300	-	300				300
5015	1	Insurance	48,000	48,000	49,000	72,680				72,680
5018	1	Publications/Subscriptions/Job Postings	1,000	1,000	56	500				500
5020	4	Recreation Center Management Expense	-	-	-	-				-
5020	4	Purchased Services	7,000	11,000	10,983	11,000				11,000
5039	1	Dues/memberships	1,000	1,000	312	1,100				1,100
5040	1	Attorney	3,500	3,500	923	2,000				2,000
5046	1	Uniforms	4,300	4,300	4,133	4,300				4,300
5048	1	Safety/First Aid	3,700	3,700	695	2,600				2,600
5053	1	Postage	250	250	-	50				50
5054	4	Trash Service	4,600	4,600	4,429	4,800				4,800
5056	1	Brochures/Advertising/Printing	10,000	10,000	4,119	10,000				10,000
5057	1	Equipment Maintenance/Repair	250	250	-	-				-
5063	5	Pro Shop Inventory	6,000	6,000	5,249	7,800				7,800
5095	1	Computer/Maintenance/Replacement	3,600	3,600	1,371	3,600				3,600
5102	1	Supplies (non-office)/Equipment (non-dep)	7,500	7,500	4,655	7,500				7,500
5110	1	Permits/building license	1,000	1,000	-	3,000				3,000
5247	1	Computer Software	30,800	30,800	27,169	30,800				30,800
5300	1	Bank Fees	70,000	70,000	73,175	84,000				84,000
		01 SUBTOTAL	1,037,366	1,041,366	969,646	1,138,388	-	-		1,138,388
02		Events								
5001	1	Salaries	-	-	94	-				-
5002	1	Employer Contributions	-	-	7	-				-
5003	1	Pension	-	-	-	-				-
5001	2	Salaries-PART TIME/SEASONAL	21,000	21,000	20,434	31,000				31,000
5002	2	Employer Contributions-PART TIME/SEASONAL	2,100	2,100	1,604	3,240				3,240
5020	4	Purchased Services	5,000	5,000	4,175	5,000				5,000
5102	1	Supplies (non-office)/Equipment (non-dep)	7,000	7,000	2,810	7,000				7,000
		02 SUBTOTAL	35,100	35,100	29,124	46,240	-	-		46,240
03		Recreation Center Maintenance								
5001	1	Salaries	51,898	51,898	46,582	52,362				52,362
5002	1	Employer Contributions	29,869	29,869	19,352	18,083				18,083
5003	1	Pension	2,595	2,595	1,381	2,618				2,618
5001	2	Salaries-PART TIME/SEASONAL	23,000	23,000	23,230	25,444				25,444
5002	2	Employer Contributions-PART TIME/SEASONAL	2,300	2,300	1,823	2,544				2,544
5014	1	Fuel	250	250	246	500				500
5017	1	Building Maintenance/Repair	37,000	37,000	47,716	37,000				37,000
5020	4	Purchased Services	24,000	24,000	13,921	25,800				25,800
5041	1	Equipment Rental	2,500	2,500	1,629	2,500				2,500
5057	1	Equipment Maintenance/Repair	15,000	15,000	23,004	15,000				15,000
5089	4	Janitorial Service	68,250	68,250	63,000	67,300				67,300
5102	1	Supplies (non-office)/Equipment (non-dep)	24,100	24,100	21,708	24,100				24,100
5251	1	Tools	8,900	8,900	6,644	1,500				1,500
		03 SUBTOTAL	289,662	289,662	270,236	274,751	-	-		274,751

04		Recreation Center Senior Activities							
5001	1	Salaries	-	-	-	-			-
5002	1	Employer Contributions	-	-	-	-			-
5003	1	Pension	-	-	-	-			-
5001	2	Salaries-PART TIME/SEASONAL	1,000	1,000	-	500			500
5002	2	Employer Contributions-PART TIME/SEASONAL	100	100	-	50			50
5020	4	Purchased Services	-	-	-	-			-
5102	1	Supplies (non-office)/Equipment (non-dep)	500	500	-	500			500
		Subtotal	1,600	1,600	-	1,050	-	-	1,050
		Senior Cornhole							
5001	14	Salaries-PART TIME/SEASONAL	1,000	1,000	-	250			250
5002	14	Employer Contributions-PART TIME/SEASONAL	100	100	-	25			25
5020	14	Officials	-	-	-	-			-
5046	14	Uniforms	-	-	-	-			-
5048	14	Team Fees/Dues	-	-	-	-			-
5050	14	Equipment/Awards	250	250	-	250			250
		Subtotal	1,350	1,350	-	525	-	-	525
		Senior Pickleball							
5001	15	Salaries-PART TIME/SEASONAL	-	-	209	250			250
5002	15	Employer Contributions-PART TIME/SEASONAL	-	-	16	25			25
5020	15	Officials	-	-	-	-			-
5046	15	Uniforms	-	-	-	-			-
5048	15	Team Fees/Dues	-	-	-	-			-
5050	15	Equipment/Awards	500	500	200	500			500
		Subtotal	500	500	425	775	-	-	775
		Senior Volleyball							
5001	40	Salaries-PART TIME/SEASONAL	-	-	-	-			-
5002	40	Employer Contributions-PART TIME/SEASONAL	-	-	-	-			-
5020	40	Officials	1,300	1,300	-	1,300			1,300
5046	40	Uniforms	-	-	-	-			-
5048	40	Team Fees/Dues	500	500	-	500			500
5050	40	Equipment/Awards	250	250	-	250			250
		Subtotal	2,050	2,050	-	2,050	-	-	2,050
		Senior Travel							
5001	45	Salaries-PART TIME/SEASONAL	1,000	1,000	-	250			250
5002	45	Employer Contributions-PART TIME/SEASONAL	100	100	-	25			25
5020	45	Officials	-	-	-	-			-
5046	45	Uniforms	-	-	-	-			-
5048	45	Team Fees/Dues	4,224	4,224	-	-			-
5050	45	Equipment/Awards/Fuel	4,000	4,000	-	1,200			1,200
		Subtotal	9,324	9,324	-	1,475	-	-	1,475
		04 SUBTOTAL	14,824	14,824	425	5,875	-	-	5,875

05		Recreation Center Aquatics							
5001	1	Salaries	146,980	146,980	147,235	155,813			155,813
5002	1	Employer Contributions	45,750	45,750	54,143	60,100			60,100
5003	1	Pension	7,349	7,349	7,332	7,791			7,791
5001	2	Salaries-PART TIME/SEASONAL	298,000	298,000	290,591	303,900			303,900
5002	2	Employer Contributions-PART TIME/SEASONAL	29,800	29,800	22,811	30,390			30,390
5001	3	Salaries-Programs-PART TIME/SEASONAL	39,300	39,300	41,381	39,300			39,300
5002	3	Employer Contributions-Programs-PART TIME/SEASONAL	3,930	3,930	3,248	3,930			3,930
5007	1	Employee license/certifications/recognition	2,250	2,250	1,965	2,250			2,250
5007	3	Employee license/certifications-programs	3,300	3,300	564	3,630			3,630
5008	1	Background/Physicals	800	800	385	800			800
5009	1	Training/Education/Travel	2,400	2,400	2,197	2,700			2,700
5010	1	Office Supplies	500	500	162	500			500
5018	1	Publications/Subscriptions/Job Postings	1,000	1,000	-	250			250
5020	4	Purchased Services	15,000	15,000	9,394	11,000			11,000
5039	1	Dues/memberships	500	500	320	350			350
5046	1	Uniforms	2,990	2,990	1,364	2,990			2,990
5048	1	Safety/First Aid	1,000	1,000	474	700			700
5048	3	Team Fees/Dues	700	700	546	1,400			1,400
5057	1	Equipment Maintenance/Repair	33,000	33,000	29,498	33,000			33,000
5057	3	Boiler Equipment Maintenance/Repair	3,500	3,500	3,176	1,600			1,600
5060	1	Chemicals	35,000	35,000	36,103	36,750			36,750
5102	1	Supplies (non-office)/Equipment (non-dep)	3,500	3,500	4,082	3,500			3,500
5102	3	Supplies (non-office)/Equipment (non-dep)-programs	7,900	7,900	2,165	6,700			6,700
5110	1	Permits/building license	1,100	1,100	1,803	1,650			1,650
		05 SUBTOTAL	685,549	685,549	660,939	710,994	-	-	710,994
06		Recreation Center Fitness							
5001	1	Salaries	65,254	65,254	56,113	64,174			64,174
5002	1	Employer Contributions	37,171	37,171	27,432	31,221			31,221
5003	1	Pension	3,263	3,263	2,803	3,209			3,209
5001	2	Salaries-PART TIME/SEASONAL	98,500	98,500	88,184	94,311			94,311
5002	2	Employer Contributions-PART TIME/SEASONAL	9,860	9,860	6,922	9,431			9,431
5020	4	Purchased Services	5,000	5,000	4,560	5,000			5,000
5057	1	Equipment Maintenance/Repair	6,500	6,500	10,587	10,000			10,000
5102	1	Supplies (non-office)/Equipment (non-dep)	4,000	4,000	4,268	6,600			6,600
		06 SUBTOTAL	229,548	229,548	200,869	223,946	-	-	223,946
07		Recreation Center Contracted Programs							
5001	1	Salaries	-	-	44	-			-
5002	1	Employer Contributions	-	-	3	-			-
5003	1	Pension	-	-	-	-			-
5001	2	Salaries-PART TIME/SEASONAL	-	-	-	-			-
5002	2	Employer Contributions-PART TIME/SEASONAL	-	-	-	-			-
5020	4	Purchased Services	14,000	14,000	3,252	5,000			5,000
5021	4	Contract Arts Activities	50,000	50,000	41,063	50,000			50,000
5102	1	Supplies (non-office)/Equipment (non-dep)	-	-	-	-			-
		07 SUBTOTAL	64,000	64,000	44,362	55,000	-	-	55,000

08		Recreation Center Adult Sports								
		General Administration								
5001	1	Salaries	20,479	20,479	5,426	20,608				20,608
5002	1	Employer Contributions	8,281	8,281	2,599	8,997				8,997
5003	1	Pension	1,024	1,024	269	1,030				1,030
5008	1	Background/Physicals	100	100	104	200				200
5009	1	Training/Education/Travel	-	-	-	-				-
5010	1	Office Supplies	250	250	-	250				250
5018	1	Publications/Subscriptions/Job Postings	250	250	-	100				100
5020	1	Purchased Services	-	-	-	-				-
5048	1	Safety/First Aid	100	100	-	100				100
5055	1	Clinics/Tournaments	750	750	-	750				750
		Subtotal	31,234	31,234	8,398	32,035	-	-		32,035
		Adult Basketball								
5001	11	Salaries-PART TIME/SEASONAL	4,000	4,000	1,007	3,700				3,700
5002	11	Employer Contributions-PART TIME/SEASONAL	400	400	79	370				370
5020	11	Officials	9,600	9,600	2,320	9,600				9,600
5046	11	Uniforms	-	-	-	-				-
5048	11	Team Fees/Dues	-	-	-	-				-
5050	11	Equipment/Awards	600	600	-	500				500
		Subtotal	14,600	14,600	3,406	14,170	-	-		14,170
		Adult Volleyball								
5001	31	Salaries-PART TIME/SEASONAL	4,400	4,400	3,251	4,000				4,000
5002	31	Employer Contributions-PART TIME/SEASONAL	440	440	255	400				400
5020	31	Officials	10,000	10,000	5,910	9,000				9,000
5046	31	Uniforms	-	-	-	-				-
5048	31	Team Fees/Dues	-	-	-	-				-
5050	31	Equipment/Awards	1,250	1,250	253	1,250				1,250
		Subtotal	16,090	16,090	9,669	14,650	-	-		14,650
		Adult Pickleball								
5001	33	Salaries-PART TIME/SEASONAL			-	1,300				1,300
5002	33	Employer Contributions-PART TIME/SEASONAL			-	130				130
5020	33	Officials			-	-				-
5046	33	Uniforms			-	-				-
5048	33	Team Fees/Dues			-	-				-
5050	33	Equipment/Awards			-	250				250
		Subtotal	-	-	-	1,680	-	-		1,680
		Additional Adult Sports								
5001	54	Salaries-PART TIME/SEASONAL	600	600	56	2,000				2,000
5002	54	Employer Contributions-PART TIME/SEASONAL	60	60	4	200				200
5020	54	Officials	500	500	-	-				-
5046	54	Uniforms	-	-	-	-				-
5048	54	Team Fees/Dues	-	-	-	-				-
5050	54	Equipment/Awards	200	200	206	200				200
		Subtotal	1,360	1,360	266	2,400	-	-		2,400
		08 SUBTOTAL	63,284	63,284	21,739	64,935	-	-		64,935

09		Recreation Center Youth Sports								
		General Administration								
5001	1	Salaries	20,479	20,479	21,934	20,608				20,608
5002	1	Employer Contributions	8,281	8,281	9,598	8,997				8,997
5003	1	Pension	1,024	1,024	747	1,030				1,030
5008	1	Background/Physicals	900	900	520	1,800				1,800
5009	1	Training/Education/Travel	900	900	-	900				900
5010	1	Office Supplies	250	250	72	250				250
5018	1	Publications/Subscriptions/Job Postings	250	250	-	250				250
5048	1	Safety/First Aid	100	100	-	100				100
5055	1	Clinics/Tournaments	600	600	-	600				600
		Subtotal	32,784	32,784	32,871	34,535	-	-		34,535
		Youth Futsal								
5001	8	Salaries-PART TIME/SEASONAL	400	400	534	850				850
5002	8	Employer Contributions-PART TIME/SEASONAL	40	40	42	85				85
5050	8	Equipment/Awards	300	300	395	750				750
		Subtotal	740	740	971	1,685	-	-		1,685
		Youth Basketball								
5001	12	Salaries-PART TIME/SEASONAL	4,000	4,000	4,157	5,000				5,000
5002	12	Employer Contributions-PART TIME/SEASONAL	400	400	326	500				500
5020	12	Officials	5,400	5,400	3,240	4,500				4,500
5046	12	Uniforms	8,200	8,200	6,681	8,000				8,000
5048	12	Team Fees/Dues	-	-	248	-				-
5050	12	Equipment/Awards	1,600	1,600	762	1,000				1,000
		Subtotal	19,600	19,600	15,414	19,000	-	-		19,000
		Youth Classes and Programs								
5001	16	Salaries-PART TIME/SEASONAL	600	600	-	600				600
5002	16	Employer Contributions-PART TIME/SEASONAL	60	60	-	60				60
5046	16	Uniforms	-	-	-	-				-
5050	16	Equipment/Awards	300	300	201	300				300
		Subtotal	960	960	201	960	-	-		960
		Youth Volleyball								
5001	32	Salaries-PART TIME/SEASONAL	2,900	2,900	1,405	2,900				2,900
5002	32	Employer Contributions-PART TIME/SEASONAL	290	290	110	290				290
5020	32	Officials	2,600	2,600	1,950	3,000				3,000
5046	32	Uniforms	3,100	3,100	2,019	3,100				3,100
5048	32	Team Fees/Dues	-	-	-	-				-
5050	32	Equipment/Awards	1,000	1,000	625	1,000				1,000
		Subtotal	9,890	9,890	6,109	10,290	-	-		10,290
		Additional Youth Sports								
5001	55	Salaries-PART TIME/SEASONAL	500	500	-	500				500
5002	55	Employer Contributions-PART TIME/SEASONAL	50	50	-	50				50
5050	55	Equipment/Awards	250	250	-	250				250
		Subtotal	800	800	-	800	-	-		800
		09 SUBTOTAL	64,774	64,774	55,566	67,270	-	-		67,270
30		Recreation Center Capital Expenditures/Improvements								
5101	0	Office Furniture	-	-	-	-				-
5102	0	Copier	-	-	-	-				-
5103	0	Cargo Trailer	5,000	5,000	-	-				-
5104	0	15 Passenger Van (possibly used)	-	-	-	-				-
5301	0	Security System	-	-	-	-				-
5302	0	Maintenance Equipment	-	-	-	-				-
5501	0	Robotic Pool Cleaner	-	-	-	-				-
5502	0	Aquatics Repairs	10,000	10,000	-	39,500				39,500
5601	0	Fitness Equipment	17,000	17,000	-	-	17,000			17,000
5602	0	Fitness Equipment Replacement	120,000	120,000	-	40,000	120,000			160,000
5801	0	Bleachers	-	-	-	-				-
		30 SUBTOTAL	152,000	152,000	-	79,500	137,000	-		216,500
		RECREATION CENTER OPERATIONS TOTAL EXPENDITURES	2,636,106	2,640,106	2,252,906	2,666,899	137,000	-		2,803,899

35		CERTIFICATES OF PARTICIPATION								
5201	0	Waggenger Farm Park Construction								
5254	0	COP Payment	1,148,200	1,148,200	1,148,200		1,152,400			1,152,400
5255	0	COP Fee	2,000	2,000	2,000		2,000			2,000
5262	0	Richardson Park COP Payment (Transfer to 60)								
		COP TOTAL EXPENDITURES	1,150,200	1,150,200	1,150,200		1,154,400	-	-	1,154,400
		OTHER EXPENSES								
40		Park Improvements								
5220	0	Arboretum (Transfer to 60)	3,500,000	-	141,169		3,500,000			3,500,000
5245	0	Town Park								-
5701	0	Waggenger Farm Park Maintenance	65,000	65,000	42,443		65,000			65,000
5702	0	Berthoud Bike Park Maintenance	75,000	75,000	62,253		75,000			75,000
5703	0	Arboretum Maintenance					55,000			55,000
50		Trail Improvements								
										-
										-
										-
										-
60		Athletic Fields								
5262	0	Richardson Park (Transfer to 60)					2,500,000	1,500,000		4,000,000
										-
										-
										-
70		Aquatics Other								
5101	0	Outdoor Lap Pool	450,000	55,000	46,561					-
										-
		Town Park Splashpad								
5001	1	Salaries	-	-	-		-			-
5002	1	Employer Contributions	-	-	-		-			-
5003	1	Pension	-	-	-		-			-
5002	2	Salaries-PART TIME/SEASONAL	-	-	-		-			-
5002	2	Employer Contributions-PART TIME/SEASONAL	-	-	-		-			-
5020	1	Purchased Services	1,500	1,500	186		1,575			1,575
5057	1	Maintenance and Repair	1,500	1,500	570		1,575			1,575
5060	1	Chemicals	6,000	6,000	2,031		6,300			6,300
5102	1	Supplies	750	750	200		800			800
5251	1	Tools	500	500			525			525
		TOTAL OTHER EXPENSES	4,100,250	205,250	295,413		6,205,775	-	1,500,000	7,705,775
		TOTAL RECREATION CENTER OPERATING AND OTHER EXPENSES	7,886,556	3,995,556	3,698,519		10,027,074	137,000	1,500,000	11,664,074
		EMERGENCY RESERVES	-	-	-		148,025	-	-	148,025
		ENDING SALES TAX FUND BALANCE	4,758,787	8,584,162	9,530,164		3,343,217	(137,000)	(1,500,000)	2,652,219

CAPITAL PROJECTS FUND										
60-			BUDGET	ESTIMATE	ACTUALS	2026 BEGINNING	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
			2025	2025	2025	BALANCE ADJ	2026	2026	2026	2026
01	SPARTAN AVENUE CROSSING									
		BEGINNING BALANCE		-	-	-	100,000	-	-	100,000
		REVENUES								
4500	1	Transfer from Road Impact Fund		100,000	-		5,150,000	100,000		5,250,000
		TOTAL REVENUES		100,000	-		5,150,000	100,000	-	5,250,000
		EXPENSES								
5020	1	Concept Plan								
5020	2	Design								
5040	1	Legal Fees					150,000			150,000
5200	1	Construction								
5200	2	Construction Admin								
		TOTAL EXPENSES		-	-		150,000	-	-	150,000
		SPARTAN AVENUE BALANCE		100,000	-		5,100,000	100,000	-	5,200,000
02	DOWNTOWN BUILDING RENOVATION									
		BEGINNING BALANCE		-	-		-			-
		REVENUES								
4500	1	Transfer from General Fund					2,000,000			2,000,000
		TOTAL REVENUES		-	-		2,000,000	-	-	2,000,000
		EXPENSES								
5020	1	Concept Plan								-
5020	2	Design					575,000			575,000
5040	1	Legal Fees								-
5200	1	Construction					1,425,000			1,425,000
5200	2	Construction Admin								-
		TOTAL EXPENSES		-	-		2,000,000	-	-	2,000,000
		DOWNTOWN BUILDING RENOVATION BALANCE					-	-	-	-
03	ARBORETUM									
		BEGINNING BALANCE		-	-		1,500,000			1,500,000
		REVENUES								
4500	1	Transfer from General Fund					1,000,000		200,000	1,200,000
4500	2	Transfer from Park Development		1,500,000	-		-	1,000,000		1,000,000
4500	3	Transfer from MMJ 7%								-
4500	4	Transfer from 1998 1%					2,500,000			2,500,000
4500	5	Transfer from 2019 1%					3,500,000			3,500,000
		TOTAL REVENUES		1,500,000	-		7,000,000	1,000,000	200,000	8,200,000
		EXPENSES								
5020	1	Concept Plan								-
5020	2	Design								-
5040	1	Legal Fees								-
5200	1	Construction					5,500,000		4,000,000	9,500,000
5200	2	Construction Admin					100,000			100,000
		TOTAL EXPENSES		-	-		5,600,000	-	4,000,000	9,600,000
		ARBORETUM BALANCE		1,500,000	-		2,900,000	1,000,000	(3,800,000)	100,000

04		RICHARDSON PARK							
		BEGINNING BALANCE				-			-
		REVENUES							
4500	1	Transfer from General Fund				5,000,000		500,000	5,500,000
4500	2	Transfer from Park Development				500,000		750,000	1,250,000
4500	3	Transfer from MMJ 7%				-			-
4500	4	Transfer from 1998 1%				-			-
4500	5	Transfer from 2019 1%				1,152,400		1,500,000	2,652,400
4500	6	Transfer from Public Facilities				-		750,000	750,000
4500	7	Transfer from Road Impact				-		750,000	750,000
4501	1	COP Revenue				28,000,000			28,000,000
		TOTAL REVENUES		-	-	34,652,400	-	4,250,000	38,902,400
		EXPENSES							
5020	1	Concept Plan							-
5020	2	Design				550,000			550,000
5040	1	Legal Fees							-
5200	1	Construction				30,000,000			30,000,000
5200	2	Construction Admin				200,000			200,000
5254	1	COP Payment							-
		TOTAL EXPENSES		-	-	30,750,000	-	-	30,750,000
		RICHARDSON PARK BALANCE				3,902,400	-	4,250,000	8,152,400
05		NEWELL FARM PARK							
		BEGINNING BALANCE				-			-
		REVENUES							
4500	1	Transfer from General Fund							-
4500	2	Transfer from Park Development				400,000			400,000
4500	3	Transfer from MMJ 7%							-
4500	4	Transfer from 1998 1%							-
4500	5	Transfer from 2019 1%							-
4501	1	COP Revenue							-
		TOTAL REVENUES		-	-	400,000	-	-	400,000
		EXPENSES							
5020	1	Concept Plan							-
5020	2	Design				400,000			400,000
5040	1	Legal Fees							-
5200	1	Construction							-
5200	2	Construction Admin							-
5254	1	COP Payment							-
		TOTAL EXPENSES		-	-	400,000	-	-	400,000
		NEWELL FARM PARK BALANCE				-	-	-	-
		ENDING CAPITAL PROJECTS FUND BALANCE		1,600,000	-	11,902,400	1,100,000	450,000	13,452,400

	2025	2025	2025	2026	2026	2026	2026	2026
	BUDGET	ESTIMATE	ACTUALS	BEG BAL ADJ	BUDGET	ROLLOVER	SUPPLEMENT	ADJUSTED TOTAL
BEGINNING BALANCE	138664685	138664685	138664685	19018939	127466716	0	0	146485655
REVENUE	46875923	47161765	50949770		51145751	1000000	-1938000	50207751
EXPENSE	90121045	58320674	43089740		94096975	10308883	5015350	109421208
EMERGENCY RESERVES	0	0	0		794766	30000	-19140	805626
ENDING BALANCE	95419562	127505776	146524715		83720726	-9338883	-6934210	86466572
CAPITAL PROJECTS BEGINNING BALANCE	0	0	0	0	1600000	0	0	1600000
CAPITAL PROJECTS REVENUE/TRANSFERS IN	0	1600000	0		49202400	1100000	4450000	54752400
CAPITAL PROJECTS EXPENSES	0	0	0		38900000	0	4000000	42900000
CAPITAL PROJECTS ENDING BALANCE	0	1600000	0		11902400	1100000	450000	13452400
TOTAL BEGINNING BALANCE	138664685	138664685	138664685		129066716	0	0	148085655
TOTAL REVENUE	46875923	48761765	50949770		100348151	2100000	2512000	104960151
TOTAL EXPENSE	90121045	58320674	43089740		132996975	10308883	9015350	152321208
TOTAL EMERGENCY RESERVES	0	0	0		794766	30000	-19140	805626
TOTAL ENDING BALANCE	95419562	129105776	146524715		95623126	-8238883	-6484210	99918972
ENDING BALANCE VERIFICATION	95419562	129105776	146524715		95623126	-8238883	-6484210	99918972
	2025	2025	2025		2026			
Valuation	285,140,847	285,140,847	285,140,847		317,673,353			
GENERAL FUND	6.636	6.636	6.636		6.490			
POLICE SERVICES	3.000	3.000	3.000		3.000			
REFUND & ABATEMENT	0.000	0.000	0.000		0.048			
TOTAL MILL LEVY	9.636	9.636	9.636		9.538			
ACTUALS SF BUILDING PERMITS	250	250	172		175			

Board of Trustees Information

Community Development Department



Meeting Date:	August 25, 2026
Agenda Title/Subject:	Public Hearing: Resolution 2026-22 Approving a Replat of 597 Meadowlark Drive to Amend an Existing Easement
Type of Item:	Public Hearing
Purpose:	Request for approval of a Replat to modify an existing Access & Utility Easement.
Presented by:	Tawn Hillenbrand

Attachments:

1. 597 Meadowlark Dr Replat PC Staff Report w Attachments
2. 597 Meadowlark Replat Resolution
3. DRAFT PC Meeting Minutes_2026 08 13

Background:

The subject lot was originally created in 2023 as part of the Westside Crossing Replat #2 as Lot 2.

A 20-foot-wide Access & Utility Easement currently runs east-west across the center of the lot. Due to setback requirements of the Mountain Avenue Corridor Overlay District, along with operational needs of the proposed development, a proposed sidewalk located along the north side of the building would encroach into the existing easement. While a sidewalk may be located within a utility easement, a sidewalk cannot be located within an access easement. An access easement is required to remain free and clear to allow for vehicle access and movement across the site. Therefore, the applicant is proposing to separate the utility easement from the access easement and shift the access easement north five (5) feet. The utility easement, along with the installed utilities, would remain in place, as the proposed sidewalk does not interfere with the function of the utility easement. As a result of this modification the sidewalk would no longer be within the access easement.

The applicant is currently pursuing Site Plan Review approval for a proposed AutoZone retail store.

Update/Next Steps:

Tonight, the Town Board will hear one request of the applicant. The purpose of the Replat is to provide for modifications to recorded plats. Should the Replat be approved, the applicant will be required to record the Replat map with the County.

Fiscal Impact and Fund Source:

There is no negative impact to the Town in consideration of this request for a Replat. Public

notice is funded through fees paid by the applicant. Development review is funded through fees paid by the applicant.

Community Touchstones:

Consideration of this request does not negatively impact community touchstones.

Recommended Action(s):

At their August 13, 2026 meeting, the Planning Commission made a motion to recommend approval of the 597 Meadowlark Drive Replat application to the Town Board of Trustees.



STAFF REPORT: 597 MEADOWLARK DR. REPLAT

DATE: August 25, 2026

GENERAL INFORMATION

GENERAL INFORMATION		
Applicant:	AutoZone Parts, Inc. c/o Rashun Freeman Galloway c/o Doug Jones	Size: 1.11 acres
Site Location:	597 Meadowlark Drive; located on the north side of Mountain Ave. between Hwy 287 and Meadowlark Drive in the Westside Crossing development. 	
Parcel Numbers:	597 Meadowlark Drive; parcel #9415333002	
Applicant's Request:	A Replat request to modify an existing Access & Utility Easement. The applicant is proposing to separate the Access Easement from the Utility Easement and move said Access Easement 5-feet north of the Utility Easement, thereby resulting in two separate easements.	
Current Zoning and Overlay District:	C2 – General Commercial; 1 st Street Corridor Overlay	
ZONING DISTRICT INFORMATION		
Zone District	C2 – General Commercial	
Max Density	NA	
Min. Lot Width	50'	
Front Setback	25'	
Side Setback	0/20' (from adjacent zoning district)	
Rear Setback	35'	
Max Building Height:	50'	

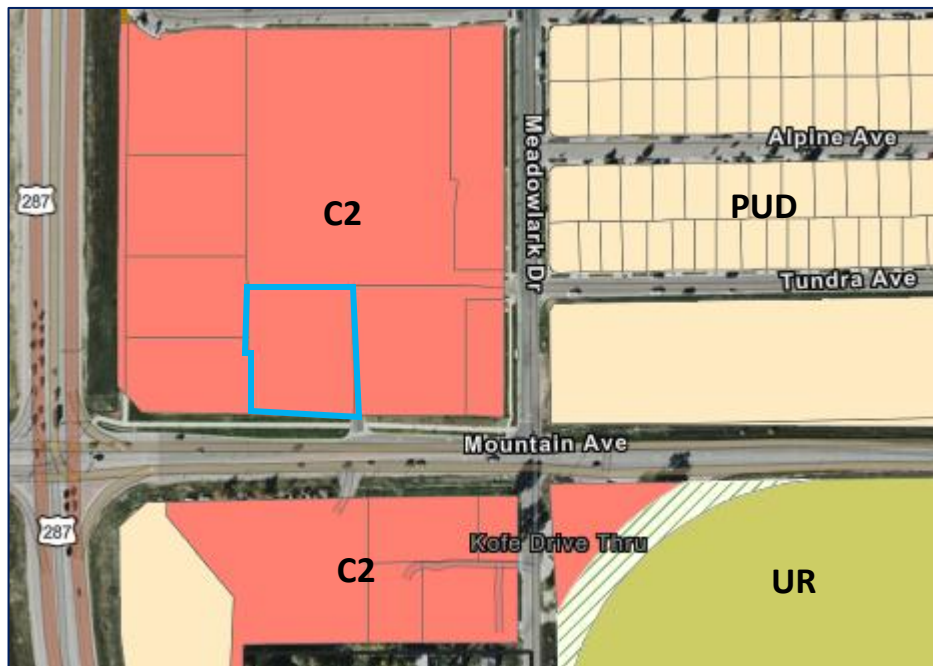
MOUNTAIN AVENUE OVERLAY DISTRICT INFORMATION

Character District	Berthoud West
Max Building Height	3 Stories (40')
Building Setbacks	Mountain Avenue: 14' minimum, 20' maximum
	Secondary or side street: 20' minimum
	Side yard (2 stories): per underlying zone district

SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS

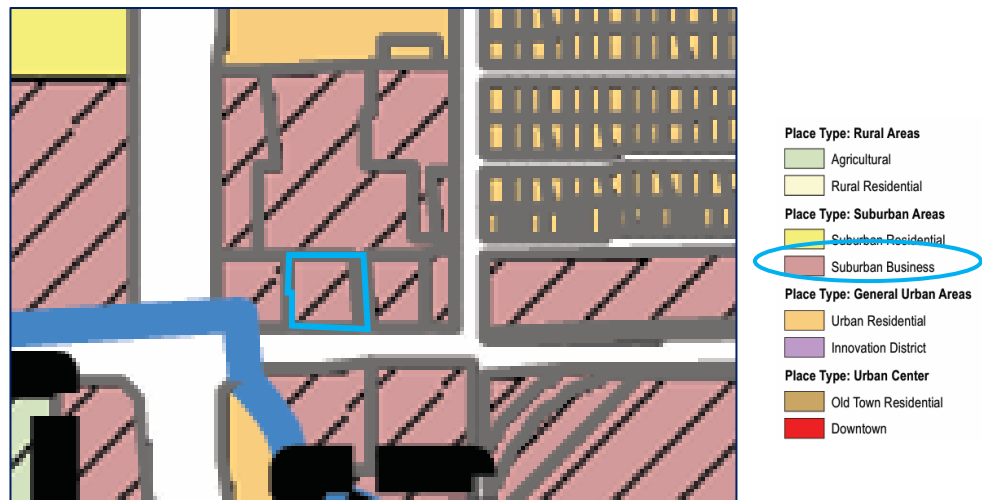
	<u>Adjacent Zoning</u>	<u>Adjacent Land Uses</u>	<u>Required Buffer for Adjacent Zoning</u>
North	C2 – General Commercial	Vacant	N/A
South	C2 – General Commercial	Outdoor storage/vacant/retail	N/A
East	C2 – General Commercial	Vacant	N/A
West	C2 – General Commercial	Vacant	N/A

Zoning Map:



Subject property outlined in blue

Comprehensive Plan - Future Land Use Map:



Subject property outlined in blue

Proposal

The applicant requests Replat approval to modify an existing Access & Utility Easement. The applicant is proposing to separate the Access Easement from the Utility Easement and move said Access Easement 5-feet north of the Utility Easement, thereby resulting in two separate easements.

Background

The subject lot was originally created in 2023 as Lot 2 of the Westside Crossing Replat #2.

A 20-foot-wide Access & Utility Easement currently runs east-west across the center of the subject lot. Due to setback requirements of the Mountain Avenue Corridor Overlay District, along with operational needs of the proposed development, a proposed sidewalk located along the north side of the building would encroach into the existing easement. While a sidewalk may be located within a utility easement, a sidewalk cannot be located within an access easement. An access easement is required to remain free and clear to allow for vehicle access and movement across the site. Therefore, the applicant is proposing to separate the utility easement from the access easement and shift the access easement north five (5) feet. The utility easement, along with the installed utilities, would remain in place, as the proposed sidewalk does not interfere with the function of the utility easement. As a result of this modification the sidewalk would no longer be within the access easement.

The applicant is currently pursuing Site Plan Review approval for a proposed AutoZone retail store.

Referral Agency and Staff Review

The 597 Meadowlark Drive Replat application completed two (2) rounds of referral agency and staff review in the following sequence:

Submittal Number	Review documents submitted by Applicant on:	Staff and Referral Agency comments provided to Applicant on:
1 st	April 6, 2026	May 28, 2026
2 nd (final)	June 17, 2026	June 8, 2026

The required application materials were reviewed by Town staff as well as outside referral agencies. No deficient capacity issues were identified; therefore, the application is allowed to proceed to public hearing.

Replat Review Criteria

The Town shall use the following development regulations to evaluate the applicant’s request:

30-5-101 Development Regulations	Finding	Rationale
A. Complement the Town's historic development patterns and fit into the context of the existing and planned development on surrounding properties. 1. Street, sidewalk and trail alignment with adjoining developments and properties to ensure safe, efficient and pleasant walking, biking and driving experiences. 2. Decrease dependency on vehicles. 3. Existing and planned parks and	Complies	Specifically, modifying the existing Access & Utility Easement does not negatively impact the access alignment with adjoining properties. The access easement would be shifted from the current location 5 feet north, a minimal shift that would not impact the access to either adjacent lot to the east or west.

open spaces in the development as well as in Town shall be connected by sidewalks and trails. 4. The Parks, Trails and Open Space Master Plans were utilized in the development of the project. 5. Compact, well-defined, sustainable neighborhoods to enhance the Town's character, complements the existing neighborhood and surrounding area.		
30-5-101 Development Regulations	Finding	Rationale
B. Adhere to the vision established in the Comprehensive Plan, Land Development Code, Overlay Districts and Master Plans covering the property including: 1. The Land Use Code and underlying zone district. 2. The Land Use Code development and design standards. 3. Architectural Guidelines. 4. Landscape Design Guidelines. 5. Engineering Standards and Specifications. 6. Flood hazard mitigation. 7. Geologic hazard mitigation. 8. Other plans, specifications and guidelines that may impact the property.	Complies	The proposed modification to the existing Access & Utility Easement remains in adherence with the Development Code as well as the Engineering Standards and Specifications.
C. Ensure there is sufficient provision for public utilities, services and facilities. The development shall be designed with consideration of the future needs as well as adequately managing the impact of the proposed development on the surrounding area and Town in general. Hazardous conditions on- and off-site shall not be created by the proposal. 1. Water. 2. Sanitary Sewer.	Complies	Town water facilities were previously installed within the existing easement and will remain in place along with the Utility Easement. Separating and shifting the Access Easement 5 feet north of the Utility Easement would not impact the existing water facilities.

3. Stormwater. 4. Electric and Natural Gas. 5. Schools. 6. Fire Protection and Emergency Response. 7. Public Transit. 8. Traffic circulation. 9. Pedestrian movement. 10. Irrigation practices.		
30-5-101 Development Regulations	Finding	Rationale
D. Mitigate negative impacts of the development on the surrounding property: 1. Light. 2. Air quality. 3. The Oil and Gas regulation Section of this Chapter. 4. Sensitive natural, historic and environmental areas and properties. 5. Compatibility of uses.	Complies	Modifying the existing easement would not impact adjacent properties.
E. Address a need or desirability within Berthoud and the development proposal will help achieve a balance of land use, create a specific sense of place through place-making in each distinct neighborhood, provide a variety of housing types, meet architectural diversity standards, and integrate meaningful neighborhood identity features into the development according to Town goals.	NA	This request is for a modification to an existing easement; therefore, this requirement is not applicable.
F. All applicable local, state and federal permits have been or will be obtained.		The applicant will be required to meet all applicable local, state and federal permits.
G. Address such other matters as the Town may deem necessary in order to protect the best interest of the public.	NA	No other matters or requirements have been deemed necessary; therefore, this requirement is not applicable.

PUBLIC NOTICE AND COMMENT

Notice of the Planning Commission and Town Board of Trustees Public Hearings has been mailed to property owners within 500 feet of the subject property on July 27, 2026, a legal ad published on July 29, 2026, and the property was posted as required by the Development Code on July 27, 2026.

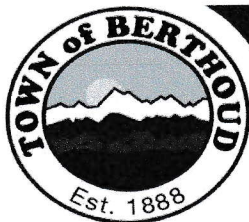
As of the drafting of this report, staff have received no public comment emails regarding the proposed request.

FINDINGS AND RECOMMENDATIONS

Planning Commission made a motion to recommend approval of the 597 Meadowlark Drive Replat to the Board of Trustees based on the application meeting the development regulation statements found in Section 30-5-101 of the Berthoud Development Code.

Attachments

1. Development Review Application form
2. Project Narrative
3. Replat Map



Town of Berthoud
807 Mountain Ave.
P.O. Box 1229
Berthoud, CO 80513
970.532.2643

DEVELOPMENT REVIEW APPLICATION

All required information must be provided before submittal will be accepted and deemed complete.
To be complete, the application must include all items identified on the submittal checklist.
Please complete both sides of application form.

Parcel Number(s): 9415333002		
Site Address: 597 Meadowlark Drive		
Project Name: AutoZone #10722		
Brief description of project: Replat to relocate existing access easement associated with AutoZone Site Plan applicaiton		
APPLICATION TYPE (Check as appropriate):		
☐ Annexation	☐ Preliminary Subdivision Plat	☐ Final Site Plan
☐ Rezoning	☐ Final Subdivision Plat	☐ PUD Amendment
☐ Concept Plan	☒ Plat Amendment	☐ PUD Preliminary Development Plan
☐ Minor Subdivision	☐ Oil and Gas	☐ PUD Final Development Plan
☐ Special Use Review	☐ ROW Vacation	☐ Other _____
APPLICANT		
Name: AutoZone Parts, Inc.		
E-mail: rashun.freeman@autozone.com	Mailing Address: 123 S Front Street	
Phone: 9014957736	City/State/Zip: Memphis, TN 38103	
CONTACT PERSON (will receive correspondence from Town Staff/Referral Agencies)		
Name: Rashun Freeman - AutoZone Parts, Inc.		
E-mail: rashun.freeman@autozone.com	Mailing Address: 123 S Front Street	
Phone: 9014957736	City/State/Zip: Memphis, TN 38103	
OWNER(S) (If different than applicant)		
Name: Berthoud Gateway LLC		
E-mail: Scott@fcmoney.com	Mailing Address: 8340 Loudon Cir	
Phone: 9702228268	City/State/Zip: Windsor, CO 80528	
CONSULTANT (Engineer, Surveyor, or Planner)		
Name: Doug Jones - Galloway		
E-mail: DougJones@Gallowayus.com	Mailing Address: 5500 Greenwood Plaza Blvd., Suite 200	
Phone: 3037708884	City/State/Zip: Greenwood Village, CO 80111	

LAND USE INFORMATION**Existing Use:** Vacant**Proposed Use:** Retail**Existing Zoning:** C2**Proposed Zoning: (if applicable):****Number of acres:** 1.11**Proposed Access:** 1.11**Adjacent zoning / land use:**

East Side: C2

North Side: C2

West Side: C2

South Side: Mountain Ave

UTILITY SERVICE INFORMATION**Water:** Town of Berthoud**Sewer:** Town of Berthoud**PROJECT INFORMATION****Number of proposed units:****Number of phases:**

1

Number of Units per phase:**Number of lots proposed:****Lot size minimum:****Lot size maximum:****Lot size average:****Gross density (units/acre):****Net density (units/acre):****Area and percent open space:****Non-Residential Building Area (Sq. Ft.) Proposed:**
7,079 sf**Non-Residential Construction Floor Area Ratio Proposed:** 0.14**Total Number of Parking Spaces:** 27**Acreage of Site:**

a. Gross: 1.11

b. Right-of-Way: 0

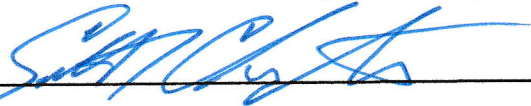
c. Net (a-b) 1.11

Type of Housing Proposed (please check):☐ Future Single Family☐ Townhouse☐ Duplex☐ Condominium☐ Multi-family

(# of units:)

Signatures are required for ALL Property Owners and the Applicant

I hereby certify that I am the lawful owner of the parcel(s) of land that this application concerns and consent to the action. I hereby permit Town of Berthoud staff to enter upon the property for the purposes of inspection relating to the application. Building Permits will not be accepted while this application is in process.

Property Owner(s): **Date:** 3/9/2026**Property Owner(s):****Date:**

In submitting the application materials and signing this application agreement, I acknowledge and agree that the application is subject to the applicable processing and public hearing requirements set forth in the Development Code.

Applicant: rashunfreeman c/o AutoZone Parts, Inc **Date:** 3/9/2026**FOR OFFICE USE ONLY****Received By:****Date:**

April 02, 2026

Town of Berthoud
807 Mountain Avenue
PO Box 1229
Berthoud, CO 80513

Re: Project Narrative & Description - Replat
Lot 2, Westside Crossing Replat #2
Proposed AutoZone Retail Store #10722

Dear Pre-Application Review Team,

Thank you in advance for the time taken to discuss and coordinate our proposed development. The site in question is located on the vacant parcel of land near the northeast corner of US Highway 287 and State Highway 56 (Mountain Avenue). More specifically, the subject site is located on Lot 2, Westside Crossing Replat #2. The site is currently zoned C-2 (General Commercial District). The site is identified as Suburban Business in the Future Land Use Plan and is within the Mountain Avenue Corridor overlay district. The subject site is 1.183 acres (~51,535 SF).

This narrative has been prepared for the Replat of Lot 2 to relocate the existing Access Easement crossing east/west through the center of the site. Currently, there is an existing 20' Access and Utility Easement that crosses through the center of Lot 2. This Replat is proposing to: separate the Access Easement from the Utility Easement for the portion of the easement that crosses Lot 2; and shift the portion of the Access Easement approximately 5' north.

Due to setback requirements established in the Mountain Avenue Corridor Overlay District, along with operational needs of the proposed development, the necessary building sidewalk on the north of the building would encroach into the existing easement. Separating the easements allows the utility easement and the installed utilities to remain in place as the proposed sidewalk does not interfere with the function of the utility easement. Shifting the access easement north maintains the original intent of allowing access to cut across Lot 2 but allows for the developer to install the sidewalk to meet their operational needs.

The proposed easement adjustments listed above have the support of the overall developer of Westgate Crossing and the adjacent property owners.

Applicant/Developer contact information for this site is as follows:

Kevin Murphy - AutoZone
Pre-Construction Project Manager
(901) 495-7625
Kevin.Murphy@AutoZone.com
123 S Front St.
Memphis, TN 38103



Property Owner contact information for this site is as follows:

Berthoud Gateway, LLC
8340 Loudon Cir,
Windsor, CO 80528

AutoZone is proposing the construction of an approximately 7,079 gross square foot retail store (~0.14 FAR). The proposed development is in compliance with the Mountain Avenue Corridor overlay district, including but not limited to a 14' building setback (*14-20' required*) with the building being 35.8% of the Mountain Avenue frontage (35% *minimum*) and a 23.36' parking setback (*20' minimum*) with the parking lot being 30.3% of the Mountain Avenue frontage (*40% maximum*). Access to the facility is planned via two proposed curb cuts from the private internal drives constructed with the overall development associated with Westside Crossing Replat #2. No direct access to adjacent public rights-of-way is proposed. The development is proposed to have 25 standard parking stalls, 2 ADA parking stalls, and a trash enclosure to support the retail store. Please reference the plan set included with the Site Plan review associated with this project..

AutoZone is an auto parts and accessories retailer only; no vehicle maintenance or repairs involving tires, automotive fluids, etc. will be offered. The proposed building will have a height between 20 and 28 feet depending on final design and whether parapets or tower elements are used. Typical hours of operation for AutoZone are 7:30am to 9pm, with employees working approximately one hour prior to opening and after closing. Deliveries typically occur when the store is closed between 9pm and 10pm. AutoZone utilizes a WB-67 truck for all deliveries. Exterior facades are high-quality materials, meeting the articulation requirements outlined in the Mountain Avenue Corridor overlay district and the Westside Crossing Architectural Design Standards.

Site connectivity has been designed in accordance with the plans for the overall development of Westside Crossing Replat #2 and allow for easy circulation of pedestrians between the adjacent lots and to the Mountain Avenue right-of-way. Landscaping and lighting have been designed in accordance with the applicable Town of Berthoud standards, including the Development Code, Architectural Design Guidelines, and Landscape Design Guidelines. The review criteria in Section 30-5-104.B.8 of the Town of Berthoud Development Code apply to the design specifications of the proposed development and are not applicable to the Replat submittal package. Please reference the Site Plan submittal for AutoZone 10722 for additional site design information.

Please reference the Site Plan application associated with this development for site design information. Please do not hesitate to contact me with any questions or concerns.

Sincerely,
Galloway & Company, Inc.
303-770-8884

Doug Jones, PE
Civil Project Engineer
DougJones@GallowayUS.com

**Resolution No. 22
Series 2026**

**A Resolution of the Town of Berthoud Board of Trustees Approving a Replat for the Property
Known as 597 Meadowlark Drive**

Whereas, AutoZone Parts, Inc. ("Applicant"), is the owner of the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

Whereas, on April 6, 2026, Applicant filed an application for approval of a Replat for the Property (the "Application");

Whereas, on August 13, 2026, the Planning Commission held a properly-noticed public hearing on the Application and recommended that the Board of Trustees approve the Application as presented; and

On August 25, 2026, the Board of Trustees conducted a properly-noticed public hearing on the Application.

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

Section 1. Findings of Fact. The Board of Trustees, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as follows:

- a. The Replat complies with Chapter 30 of the Berthoud Municipal Code and other applicable law;
- b. The Replat is consistent with the Town's Comprehensive Plan; and
- c. The Replat is consistent with and implements the intent of the zone district in which it is located.

Section 2. Decision. Based on the foregoing findings, the Board of Trustees hereby approves the Application.

Introduced, approved and adopted this ____ day of _____, 2026.

Town of Berthoud

William Karspeck, Mayor

Attest

Christian R. Samora, CMC, Town Clerk

Exhibit A
Legal Description

Lot 2, Westside Crossing Replat #2, County of Larimer, State of Colorado.



**Garden
Spot of
Colorado**

**DRAFT
Town of Berthoud Planning Commission
Town Hall
Board Room
807 Mountain Avenue, Berthoud, CO 80513
August 13, 2026 at 6:00 p.m.**

1. Meeting called to order – Chairperson Sigman at 6:00 p.m.
2. Pledge of Allegiance
3. Roll Call

The following Planning Commission members were present:

Stacy Sigman, Chair
Nick Semedalas, Vice Chair
Bryce Filho, Secretary
Mark Hofmans, Commissioner
David Pond, Commissioner
Marleene Buttice, Commissioner
Brandon Terrazas, Commissioner

The following staff members were present:

Anne Johnson, Community Development Director
Tawn Hillenbrand, Planning Manager
Bella Manzo, Planner
Lakin Dickson, Planner
Luke Seeber, Development Review Engineer
Nicholas Hartman, Town Attorney

4. Approval of Minutes from July 9, 2026, were moved for approval by Commissioner Semedalas and a second to the motion was made by Commissioner Filho.
5. Public Hearing: Comprehensive Plan update, Strategic
A Public Hearing to consider the inclusion of a Strategic Growth element to the 2021 Comprehensive plan as required by SB-174 prior to December 31, 2026.
 - a. Planner Lakin Dickson provided a staff presentation beginning at 6:06 p.m and ending at 6:14 p.m.
 - b. Public testimony opened at 6:15 p.m. and closed at 6:15 p.m. No members of the public provided testimony.
 - c. Planning Commissioners deliberated and discussed the proposed update. Discussion opened at 6:16 p.m. and closed at 6:29 p.m.
 - d. Commissioner Semedalas moved to approve the update as proposed. A second to this motion was made by Commissioner Buttice. The motion passed unanimously.
 - e. The public hearing closed at 6:30 p.m.

6. Public Hearing: Legacy Park Final Plat

Public Hearing to consider a request for approval of a Final Plat known as Legacy Park

- a. Planning Manager Tawn Hillenbrand provided a staff presentation at 6:31 p.m.
- b. The applicant was represented by Don Hinson and Kristin Turner. They provided a presentation beginning at 6:43 p.m. and ending at 7:18 p.m.
- c. Public testimony opened at 7:19 p.m. and closed at 7:27 p.m. The following members of the public provided testimony: Amy Barnard, Mark Morris.
- d. Planning Commissioners deliberated and discussed the proposed Final Plat. Discussion opened at 7:27 p.m. and closed at 7:54 p.m.
- e. Commissioner Pond moved to approve the Final Plat Request. A second to this motion was made by Commissioner Buttice. The motion passed unanimously.
- f. The public hearing closed at 7:54 p.m.

7. Public Hearing: 597 Meadowlark Replat

Public Hearing to consider a request for a Replat, for the property known as 597 Meadowlark Drive

- a. Planning Manager Tawn Hillenbrand provided a staff presentation at beginning at 8:01 p.m. and ending at 8:08 p.m.
- b. The applicant was represented by Doug Jones. They provided a presentation beginning at 8:08 p.m. and ending at 8:14 p.m.
- c. Public testimony opened at 8:14 p.m. and closed at 8:14 p.m. No members of the public provided testimony.
- d. Planning Commissioners deliberated and discussed the proposed Replat. Discussion opened at 8:15 p.m. and closed at 8:15 p.m.
- e. Commissioner Terrazas moved to send a recommendation of approval to the Town Board of Trustees of the Replat request. A second to this motion was made by Commissioner Semedallas. The motion passed unanimously.
- f. The public hearing closed at 8:16 p.m.

8. Public Hearing: Heron Lakes Marina Neighborhood Master Plan

Public Hearing to consider a request for a Neighborhood Master Plan for the property known as Heron Lakes Marina (Heron Lakes 22nd Filing)

- a. Planner Bella Manzo provided a staff presentation at 8:17 p.m.
- b. The applicant was represented by Jim Birdsall. They provided a presentation beginning at 8:26 p.m. and ending at 8:51 p.m.
- c. Public testimony opened at 8:52 p.m. and closed at 9:01 p.m. The following members of the public provided testimony: Jeromy Ginther, Anita Ballinger.
- d. Planning Commissioners deliberated and discussed the proposed Neighborhood Master Plan. Discussion opened at 9:01 p.m. and closed at 9:18 p.m.
- e. Commissioner Terrazas moved to send a recommendation of approval to the Town Board of Trustees of the Neighborhood Master Plan request. A second to this motion was made by Commissioner Hofmans. The motion passed unanimously.
- f. The public hearing closed at 9:19 p.m.

9. Report by Staff:

- a. Planning Manager Tawn Hillenbrand provided an update on the Public Art Master Plan process. Staff has received a final draft from the consultants, NINEdotARTS.
- b. Planner Bella Manzo provided an update on the Historic Preservation Advisory Committee's work toward the goals outlined in the recently adopted Historic Preservation Plan. They are planning a fall walking tour to take place at 11:00 am on Saturday, October 3rd beginning at Fickel Park and touring landmarked homes in Berthoud.

- c. Planner Bella Manzo reported that the Housing Consortium for the Town of Berthoud formed as an outcome of the Housing Diversity Plan met in late July. The group discussed outcomes from the first three-year commitment to Proposition 123, and details for the next three-year commitment.
- d. Community Development Director Anne Johnson provided an update that the Town Board of Trustees opted into the next three-year commitment or Proposition 123.

10. Adjourn

The meeting was adjourned by Motion of Commissioner Filho seconded by Commissioner Buttice at 9:37 p.m.

Chairperson

Secretary

Board of Trustees Information

Community Development Department



Meeting Date:	August 25, 2026
Agenda Title/Subject:	Public Hearing: Resolution 2026-23 Accepting an Addenda to the Comprehensive Plan Regarding Strategic Growth
Type of Item:	Public Hearing
Purpose:	Consideration of Resolution 2026-23 to update the 2021 Comprehensive Plan for inclusion of a Strategic Growth Element required by SB-24-174/State Statute prior to December 31, 2026.
Presented by:	Lakin Dickson

Attachments:

1. 02 Strategic Growth Element
2. 03 Resolution 2026-23
3. 04 Staff Presentation
4. 05 PC Resolution approved unsigned

Background:

With the passage of SB24-174, Colorado Revised Statutes now require municipal, county, and regional comprehensive plans to include a Strategic Growth Element, and these elements must be updated on no less than a 5-year basis. There are no exemptions for the Strategic Growth Element in statute, and this must be completed by December 31, 2026.

Strategic growth discourages sprawl and promotes the development or redevelopment of vacant and underutilized parcels in urban areas to address the municipality's demonstrated housing needs and mitigate the need for extension of infrastructure and public services to develop natural and agricultural lands for residential uses.

When developing a strategic growth element in local or regional comprehensive plans, Colorado Revised Statutes 30-28-106 (3)(a.5)(III) and 31-23-206(1.5)(d) require that the community must:

- Describe existing and potential policies and tools to promote strategic growth and prevent sprawl;
- Analyze vacant and underutilized land near transit or job centers for potential infill or redevelopment; and
- Analyze undeveloped land that is under consideration for future development, including its infrastructure needs, service needs, and long-term fiscal impacts.

This element is comprised of three components:

- Component 1: Policies and tools to promote strategic growth and prevent sprawl.
- Component 2: Analysis of an underutilized site including a general feasibility assessment, description of public benefit, and designation of uses that help address housing needs.

- Component 3: Analysis of an undeveloped parcel including a general feasibility assessment and description of the long-term fiscal impact.

The Town of Berthoud also participated in the Neighborhood Center pilot program in early 2026. The Neighborhood Center pilot program supports part of the Town's requirements under SB-24-174 for adopting a Strategic Growth Element into the Town's Comprehensive Plan. The format of this addendum conforms to the requirements of the Strategic Growth Element and where applicable, the Neighborhood Centers program is introduced to further support a pedestrian-oriented, mixed-use neighborhood with proximity to transit, and the Town's commitment to housing diversity and Proposition 123.

Update/Next Steps:

The Planning Commission adopted the amendment on August 13, 2026. The Town Trustees are being asked to accept this adoptions. Upon acceptance, the Town will upload the amendment to the Town's webpage.

Fiscal Impact and Fund Source:

There is no negative fiscal impact to the Town in amending this document. Due to staff performing the majority of tasks in-house there is a cost savings.

Community Touchstones:

Consideration of the amendment request does not negatively impact community touchstones. Consideration of approval of the request does provide support for promoting development near transit or job centers, addressing housing needs, and offering continued community-wide engagement and collaboration when strengthening the Town's commitment to strategic growth with a priority toward pedestrian connectivity and housing diversity.

Recommended Action(s):

Planning Commission adopted the amendment at their public hearing on August 13, 2026. Planning Commission recommends the Town Trustees approve their adoption of the Strategic Growth Element as Section 6 in the Town's 2021 Comprehensive Plan.



SECTION 6

Strategic Growth Element

Berthoud Comprehensive Plan

Section 6: Strategic Growth Element

Purpose

This document forms the basis for an Addenda to the Town's Comprehensive Plan. In 2024, the Town adopted a Housing Diversity Plan/Housing Needs Assessment which was approved by DOLA and is a stand-alone document. Addenda A is the Water Supply Element which was adopted via Ordinance 1379 on April 14th, 2026. Addenda B is the Strategic Growth Element and was adopted via Planning Commission Resolution 2 on August 13, 2026. The addenda were completed so that the Town maintains compliance with the State's requirements for Comprehensive Plans. The Town of Berthoud will be updating its Comprehensive Plan in 2027 and will fold the requirements of SB-24-174 into the Comprehensive Plan vs. having disparate addenda materials.

Introduction

In 2024, the State of Colorado passed SB-24-174 regarding the State's Support for Affordable Housing. The Town of Berthoud participated in the Neighborhood Center pilot program in early 2026. The Neighborhood Center pilot program supports the Town's requirements under SB-24-174 for adopting a Strategic Growth Element into the Town's Comprehensive Plan. The format of this addendum conforms to the requirements of the Strategic Growth Element and where applicable, the Neighborhood Centers program is introduced to further support the Town's commitment to housing diversity and Proposition 123, a walkable community, and proximity to transit.

Required Strategic Growth Elements

The purpose of this Addenda is to adhere to the Strategic Growth Element and provide the required elements to discourage sprawl, promote the development and redevelopment of vacant and underutilized parcels, address the housing needs of Berthoud, and understand the needs required to expand infrastructure and public services in the conversion of property for residential use. The required elements are listed below:

1. Describe a community's existing and potential policies to promote strategic growth;
2. Analyze vacant and underutilized land near transit or job centers for potential infill or redevelopment; and
3. Analyze undeveloped land that is under consideration for future development, including its infrastructure needs, service needs, and long-term fiscal impacts.

Component #1: Policies and Tools

This component describes existing and potential policies and tools used by the Town of Berthoud to promote strategic growth and prevent sprawl. The following sections include a list of policies from Berthoud's 2021 Comprehensive Plan that incorporate and encourage strategic growth, a list of master plans and strategies that align with the Comprehensive Plan and incorporate housing opportunities and connectivity within the Town, and a land use and zoning section which provides tools from the land use code that enhance existing districts and provide opportunity for existing, evolving, and future neighborhood centers.

1.1 Strategic Growth Policies: 2021 Comprehensive Plan

Existing strategies to promote strategic growth and prevent sprawl found in Berthoud's 2021 Comprehensive Plan are listed below:

- Employ a transect-based planning approach for local land use management and placemaking.
 - Berthoud's Comprehensive Plan states the transect approach is a multi-tiered progression to plan for the community at various scales, starting from the Town-wide macro scale down to the block level micro scale. This approach considers transect planning within the Town's place types: natural areas, rural areas, suburban areas, general urban areas, urban centers, and special districts.
- Retain and enhance the vitality of downtown by supporting the historic character, adaptive reuse, and a viable public realm with healthy businesses and transportation connections.
- Provide a mix of housing, goods, and services that meet the varying needs, budgets, and life stages of residents.
- Develop and maintain a safe, efficient, and connected multimodal transportation network that accommodates all ages and abilities.
- Create a sustainable balance of goods and services by concentrating businesses near major roadway intersections, neighborhoods, and employment centers, which maximize access to residents, workers, and visitors.
- Designation of a Neighborhood Center by the State
 - See Exhibit A for a summary

1.2 Master Plans and Strategies

The Town has illustrated a commitment to develop and manage growth in a manner consistent with the vision and values expressed in the 2021 comprehensive plan update. The following list illustrates the Town's master plans that are an outcome of the 2021 comprehensive plan update:

Housing Diversity Plan/Housing Needs Assessment

- In 2023, Town of Berthoud opted into Proposition 123 to support the development of a variety of housing products and increase the housing diversity availability in Berthoud. In 2024, the More Housing Now grant was awarded to Berthoud by Colorado Department of Local Affairs (DOLA) to support the Town's Housing Diversity Plan and Housing Needs Assessment.
- The Housing Needs Assessment is one component of the Housing Diversity Plan, identifying current housing and demographic trends, engaging residents about their housing needs and experiences, and reviewing existing land use and related policies in order to offer strategies and solutions for addressing challenges related to housing opportunities and affordability.

Proposition 123

- Since October 1, 2023, when Berthoud committed to Proposition 123 with the aim of increasing availability of affordable housing products by 3% each year for 3 years, there have been 490 residential permits issued. Of these, 173 units have met the naturally occurring price to ensure Berthoud has met our Proposition 123 commitment. As of May 2026, the average sales price of a home in Berthoud is \$648,912.00. Ordinance 1355 was also established to promote home ownership for persons of lower income in the Town of Berthoud, Larimer, and Weld Counties.

Fast Track Review Process

- A direct outcome from Proposition 123 was the Fast Track review process. The Town of Berthoud adopted Ordinance 1367 on November 10, 2025, which established this process for review of development including an affordable housing component. The Town allows attached single-family (duplex) lots by right in many zone districts, including Multi-Family (R3) and Mixed-Use (R4). The Fast Track process development and adoption is a direct outcome of the Town's Housing Diversity Plan and can be used on properties of varying sizes.

Trails Master Plan

- The 2021 Trails Master Plan provides guidance on future priorities for regional and local trail development, incorporates design standards and maintenance responsibilities, and outlines a detailed action plan for implementation. Specifically, the plan prioritizes the goal of developing neighborhood trails connecting the community to parks, recreation, schools, and downtown core.

PORT Plan

- Town of Berthoud has received a grant from Great Outdoors Colorado (GOCO) to invest in a plan for Parks, Open-Space, Recreation, and Trails and ensure a dedicated planning process for managing and developing public green spaces, recreational facilities, and outdoor areas. The PORT Committee and the development of a PORT Plan provide an opportunity to enhance these spaces and connect development within the Town.

1.3 Land Use and Zoning

The following documents are found in the Town's land use code (Chapter 30 of the municipal code). This illustrates how the Town has incorporated strategic growth through various themes and sections of the code:

Mountain Avenue Overlay

- Mountain Avenue Overlay Plan explores opportunities for placemaking, protecting and enhancing the existing historical districts, and directing the general character of new development along Mountain Avenue/Hwy 56. Other enhancements include improved walkability, improved bike-ability, Town-wide trail connections, park improvements, enhanced streetscapes, strengthened downtown connection across railroad tracks, and appropriate development and redevelopment abutting Mountain Avenue/Hwy 56.

Innovation District

- The Innovation District, described in the 1st Street Overlay Plan, is intended to create a unique business district strategically designed to attract, retain, and cultivate talent, and improve networking and communication flows between business innovators, and residential uses will be blended into these areas to support the business community. The Innovation District will evolve into a unique employment center with context sensitive design that respects adjacent neighborhoods.

Architecture and Design Standards

- Architecture and Design Standard guidelines are intended to assist developers, builders, consultants, and the Town of Berthoud in creating basic guidance for the desired built form. They are organized between Suburban Areas, General Urban Areas, and Urban Center Areas. Incorporating these guidelines into a project's design will encourage more compatible architecture, attractive residential districts, pedestrian activity, context-sensitive design, and contribute to place making.

Component #2: Vacant or Underutilized Sites

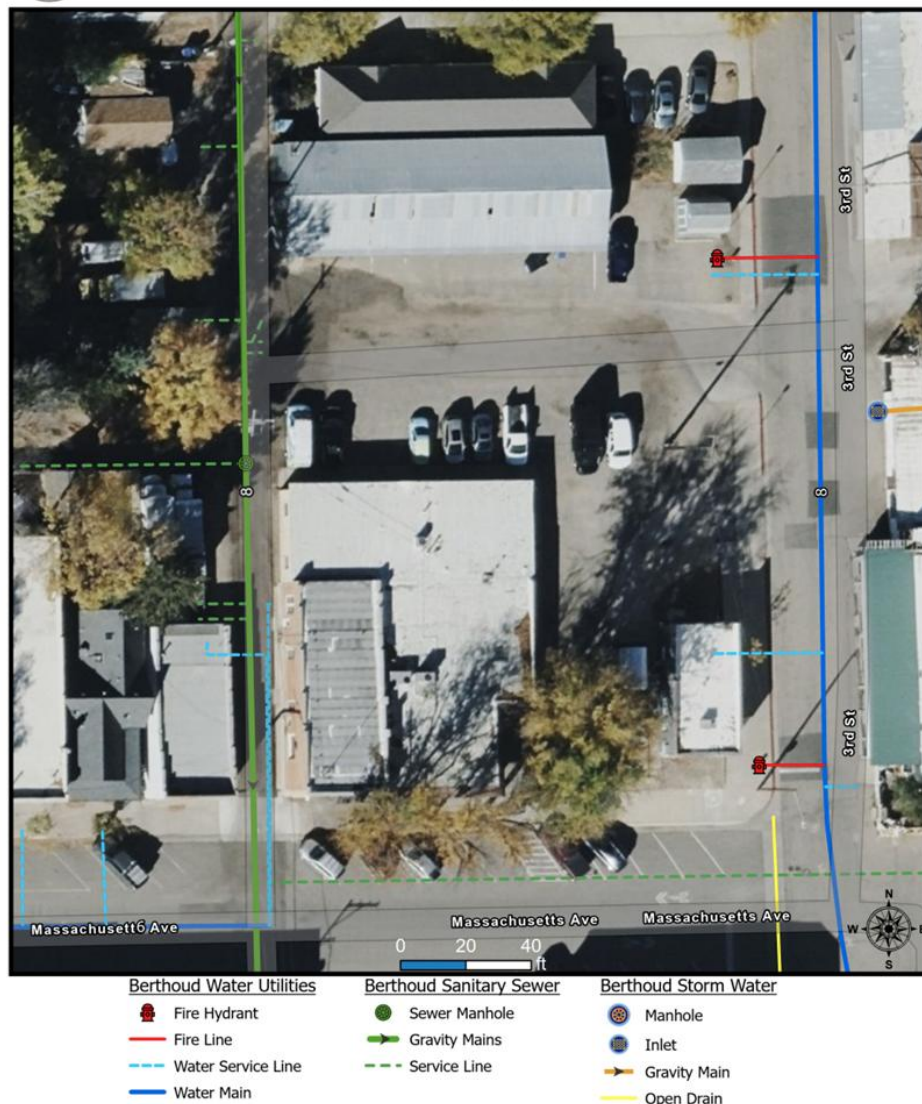
Colorado statute C.R.S. § 30-28-106(3)(a.5)(III)(B) and 31-23-206(1.5)(d)(II) specifies that local governments include “an analysis of ... land near existing or planned transit or job centers ... that could be used for ... housing.” In other words, this is a targeted inventory and not a jurisdiction-wide inventory. For this component, Town of Berthoud analyzed **North 3rd Street and Massachusetts** as underutilized land near existing or planned transit or job centers that could be used for infill development, redevelopment, and new development of housing. We achieved this through participation in the neighborhood centers pilot program by focusing on this area as an **evolving neighborhood center**.

2.1 Identify and Inventory Land

North 3rd Street and Massachusetts is an underutilized area that sits in Berthoud's Historic Commercial District and a historical focal point for the Town of Berthoud. This area is located within one block of an existing transit stop and close to the Town's downtown area, one block north of Mountain Avenue. Additionally, the area is located one-half block west of the rail line. By designating this area as feasible for residential and specifically focusing Town action-led housing opportunities at the Old Town Hall property, a potential rail stop can be considered in Berthoud as the Front Range Passenger Rail, the Colorado Connector (CoCo) is set to begin operating in 2029.



Old Town Hall at 3rd and Massachusetts Ave



2.2 General Feasibility Assessment

Assessing the general feasibility of mixed-use development on the Old Town Hall site considers existing and needed infrastructure, transportation capacity, access to public transit, and public facilities and services to serve such sites. The following feasibility assessment considers the potential development of mixed-use buildings with residential and commercial units.

Old Town Hall: 16 residential units (apartments) and 6 commercial units, including 1 restaurant

Water Dedication

- 16 residential units - 8 SFE
- 5 commercial offices - 2.75 SFE
- Restaurant - 1 SFE
- Landscaping for the whole building - 1 SFE
- **Total - 12.75 SFE**

Potable Water Service

- Nearest existing line size: 6-8" (6" on Mass Ave; 8" on 3rd St)
- Estimate tap size: 1.5–2"
- Infrastructure upgrades: Connection of 6" main to 8" main required for looping

Sanitary Sewer Service

- Nearest existing line size: 8" (alley west of property)
- Estimate tap size: 4–6"
- Infrastructure upgrades: Sewer capacity analysis against Master Plan

Transportation Capacity

- No transportation improvements are required for development. Infrastructure is well locked in the area, and there's a signal at 4th. Stormwater drains to 2nd Street pond unless imperviousness increases drastically

Storm Considerations

- Opportunity for a roadside rain garden for water quality treatment prior to entering storm sewer

Infrastructure Requirements

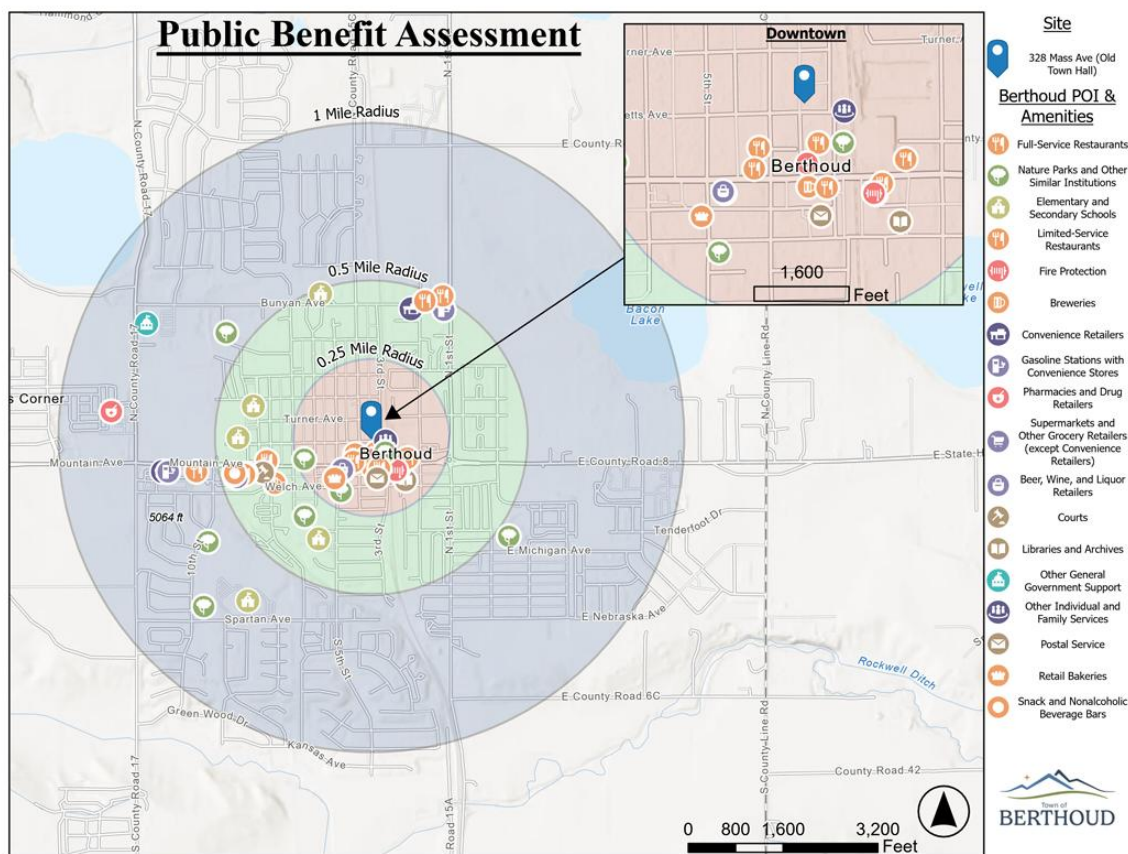
- This site is difficult due to BNSF ROW, road width, and lack of sidewalk frontage to the North.
- Previous concepts for this site do not appear to increase impermeability in a meaningful way.

2.3 Public Benefit Assessment

Describing the public benefit of development within North 3rd Street and Massachusetts considers concepts from the Mountain Avenue Overlay Plan. The plan envisions the 500 block of 3rd Street and the 300 block of Massachusetts as "curbless streets," a concept in which typically narrow streets with low vehicle volumes are designed without a curb and with high-quality streetscape materials. This feature allows the area to function like a plaza, promoting safety and walkability for pedestrians. Additionally, design elements from this concept, such as decorative paving and strategically placed vertical elements, contribute to a vibrant and beautiful setting.

Developing mixed-use buildings on the underutilized Old Town Hall site also produces public benefits such as enhancing the historic downtown core and promoting 24-hour activity and livability to this area. A key benefit to the future residents of this development includes the accessibility of being less than one mile from the library, fire district, grocery store, pharmacy, Town Hall, bus stops, and historic downtown core (restaurants, retail,

etc.). With North 3rd Street and Massachusetts' comfortable location for residents and businesses, close proximity to downtown, and variety of public amenities and services, this area reflects key qualities of an evolving neighborhood center.



2.4 Berthoud's Housing Need

Addressing the demonstrated housing needs of the Town at all income levels and maintaining consistency with the Town's Comprehensive Plan, the Old Town Hall site, situated in the northwestern part of North 3rd Street and Massachusetts, is a key designation for future residential development. This is a town-owned property and incorporating residential units onto this property will prioritize strategic growth, prevent sprawl, and contribute to a walkable, vibrant historic downtown district.

Berthoud committed to Proposition 123 in October 2023 with a goal of 59 affordable units in 3 years. By August 2025, Berthoud reached 174 affordable units through newbuilds. This represented 29% of homes in Berthoud as affordable. While the number of units went above and beyond Berthoud's committed goal, the overall percentage of affordable homes in the Town is not high. This suggests that affordable housing within the Town is diminishing. Development at the Old Town Hall site would include townhomes or multifamily products that meet the price point for affordable rental or homeownership for middle-income residents with an 80-120% area median income (AMI). Berthoud is also looking to implement life phase housing which involves housing that is suitable for both homeowners and seniors looking to downsize.

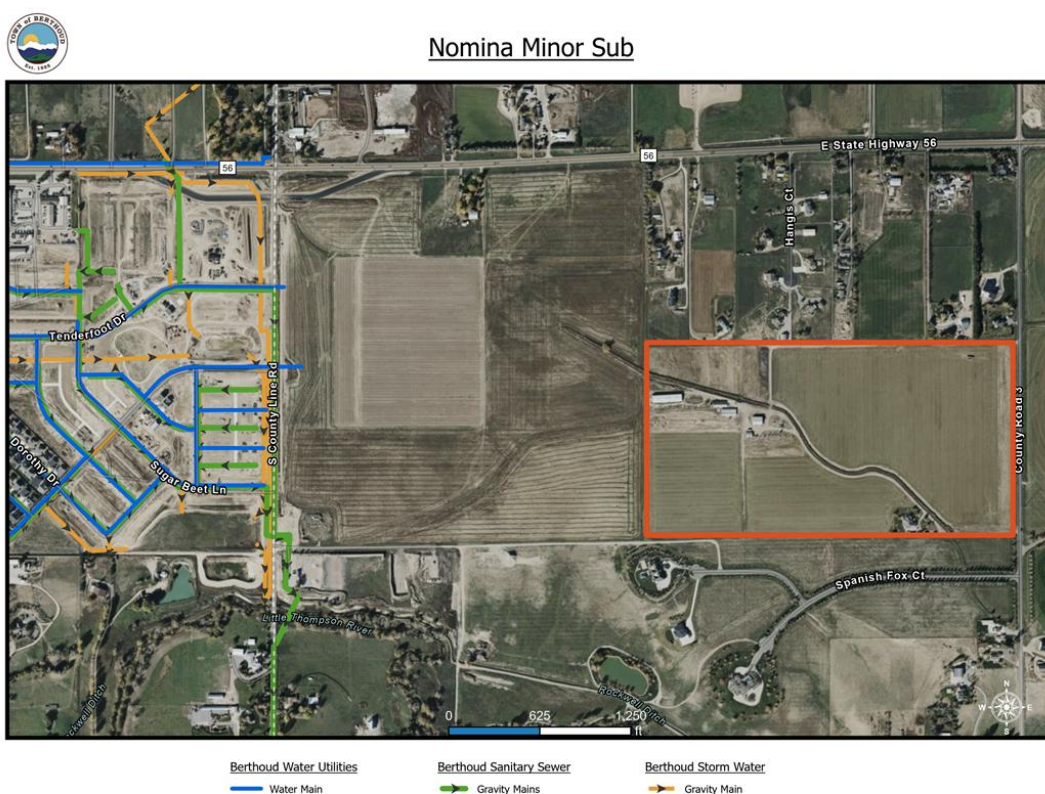
The Housing Diversity Plan states that Berthoud's projected housing demand over the next several years highlights the need for both for sale and rental units. The analysis estimates a five-year demand of up to 574 for-sale units and up to 172 rental units, which could help alleviate the current market pressures if adequately met. To meet this demand, a diversified housing supply is essential, with a focus on increasing mid-range homes for sale between \$400,000 and \$599,999, and rental units in the \$1,500 to \$2,499 range. Developing rental options at moderate price points is essential for supporting the workforce and younger residents not yet ready for homeownership. Providing this range of options will address current demand and promote long-term community stability by fostering a more inclusive and adaptable housing market.

Component #3: Undeveloped (Greenfield) Sites

Colorado statute C.R.S. § 30-28-106(3)(a.5)(III)(C) and 31-23-206(1.5)(d)(III) specifies an analysis to identify “previously undeveloped sites that are not adjacent to developed land” that are under consideration for future development. In statute, this explicitly includes existing natural and agricultural land and, for jurisdictions within a metropolitan planning organization, any land outside of a census urban area. The analysis must consider the availability of infrastructure, the general feasibility of developing the sites for residential use, and the long-term fiscal impact associated with constructing, owning, maintaining, and replacing infrastructure and providing public services needed to serve the area. For this component, Town of Berthoud analyzed a greenfield site known as **Nomina Minor Subdivision**.

3.1 Identify and Inventory Land

Currently zoned Agriculture, this undeveloped parcel is surrounded by existing natural land. It sits about a quarter mile south of State Highway 56, a little less than a mile from Little Thompson Water District, and about two miles from Berthoud’s downtown district. As many developers have asked about the future of this parcel, Town of Berthoud will use this strategic growth element as means for researching potential utility and infrastructure information for this area.



3.2 General Feasibility Assessment

Assessing the general feasibility of development within this area for residential use considers existing and needed infrastructure, transportation capacity, access to public transit, and public facilities and services to serve such sites. The following feasibility assessment considers the potential development of 200 residential units within the Nomina Minor Subdivision.

Nomina Minor Subdivision: 200 residential units, no commercial
Water Dedication

- Average about 200 SFEs at \$25,000 each
- Irrigation of outdoor common spaces: estimate 50 SFE at \$25,000 a piece for a total of \$1.25 million

Potable Water Service

- Nearest existing line size: 12" currently at County Line Road
- Estimate tap size: ¾" for residential units
- Infrastructure Upgrades: Significant water transmission infrastructure upgrades required if Farmstead 3rd Filing is not constructed prior

Sanitary Sewer Service

- Nearest existing line size: 30" currently in County Line Road
- Estimate tap size: 4-6"
- Infrastructure upgrades: Significant sewer infrastructure required if Farmstead 3rd Filing is not constructed prior

Transportation Capacity

- Weld County Road 3 would likely need to be paved from south end of property to Highway 56
- Frontage improvements for CR 3 along eastern property
- Possible signal at Highway 56 / CR 3
- A secondary connection west to County Line Road would be required

Storm Considerations

- Possible off-site storm sewer or open channel from property to river if there isn't an existing roadside ditch

Infrastructure Requirements

- No existing Town utilities within ½ mile
- Irrigation ditch traversing entire parcel
- Single access road = WCR3
- If it were to be annexed into Town and developed, it would need to complete half street improvements including curb and gutter, bike lane, and sidewalk

3.3 Long-Term Fiscal Impact Assessment

Describing the long-term fiscal impact of this area requires analyzing construction, ownership, maintenance, and replacement of infrastructure and public facilities, as well as the provision of public services to serve development of this site. The following data represent the Town of Berthoud's approach to describing the long-term fiscal impact of developing a greenfield site, known as Nomina Minor Subdivision. This approach involved gathering data from Weld County Tax Assessor and analyzing the annual mill levy allocation to special districts for 200 potential units on this parcel. Once the annual taxation of 200 units was calculated, Berthoud also conducted a building permit fee exercise to calculate the total of fees for 200 dwelling units.

Table 1 represents tax information for 20327 County Road 3 and Table 2 represents tax information for 560 E Highway 56. While both properties represent an actual value between \$500,000-\$650,000 per dwelling, which aligns with the Town's future recommendation in the Housing Diversity Plan to increase mid-range homes, these properties serve as examples for deducing the future annual mill levy allocation to special districts for Nomina Minor Subdivision.

Table 1

20327 County Road 3		Actual Value: 629,980		Local Gov't Assessed Value: 38,560		School Assessed Value: 44,420	
Special District	Mill Levy	Annual Taxation		Annual Taxation of 200 Units			
Berthoud Fire	13.342	\$514.47		\$102,894.00			
High Plains Library	3.044	\$117.38		\$23,476.00			
Larimer Conservation District	0	\$0.00		\$0.00			
Little Thompson Water	0	\$0.00		\$0.00			
Northern Colorado Water	1	\$38.56		\$7,712.00			
School District R2J-Loveland	44.836	\$1,991.62		\$398,324.00			
Weld County	15.956	\$615.26		\$123,052.00			
Total	78.178	\$3,277.29		\$655,458.00			

Table 2

560 E Highway 56		Actual Value: 522,368		Local Gov't Assessed Value: 35,530		School Assessed Value: 40,200	
Special District	Mill Levy	Annual Taxation		Annual Taxation of 200 Units			
Berthoud Fire	13.342	\$474.04		\$94,808.00			
High Plains Library	3.044	\$108.15		\$21,630.00			
Larimer Conservation District	0	\$0.00		\$0.00			
Little Thompson Water	0	\$0.00		\$0.00			
Northern Colorado Water	1	\$35.53		\$7,106.00			
School District R2J-Loveland	44.836	\$1,802.41		\$360,482.00			
Weld County	15.956	\$566.92		\$113,384.00			
Total	78.178	\$2,987.05		\$597,410.00			

While 20327 County Road 3 has a higher value of \$629,980 and 560 E Highway 56 has a lower value of \$522,368, Table 3 calculates the average value of the two properties to reach a better fiscal estimate for what the Town would like to analyze for the Nomina Minor Subdivision site. In summary, Table 3 represents the annual income through taxation to the special districts.

Table 3

Average of Properties		Actual Value: 576,174	Local Gov't Assessed Value: 37,045	School Assessed Value: 42,310
Special District	Mill Levy	Annual Taxation		Annual Taxation of 200 Units
Berthoud Fire	13.342	\$494.25		\$98,850.00
High Plains Library	3.044	\$112.76		\$22,552.00
Larimer Conservation District	0	\$0.00		\$0.00
Little Thompson Water	0	\$0.00		\$0.00
Northern Colorado Water	1	\$37.05		\$7,410.00
School District R2J-Loveland	44.836	\$1,897.01		\$379,402.00
Weld County	15.956	\$591.09		\$118,218.00
Total	78.178	\$3,132.16		\$626,432.00

Below, Table 4 represents the current tax information for the greenfield site the Town has chosen to analyze for this component. This is the current mill levy and income based on the chosen greenfield site. Should this property develop, each individual parcel could be expected to generate annual taxes as reflected in Table 3 for each of the 200 estimated dwelling units.

Table 4

Nomina Minor Subdivision		Actual Value: 323,490	Local Gov't Assessed Value: 80,870	School Assessed Value: 80,870
Special District	Mill Levy	Annual Taxation		
Berthoud Fire	13.342	\$1,078.97		
Berthoud Town	9.538	\$771.34		
High Plains Library	3.044	\$246.17		
Little Thompson Water	0	\$0.00		
Northern Colorado Water	1	\$80.87		
School District R2J-Loveland	44.836	\$3,625.89		
Weld County	15.956	\$1,290.36		
Total	87.716	\$7,093.60		

Utilizing a similar strategy to assess building permit fees, Table 5 represents fees collected at the time of a building permit for 533 S 10th Street while Table 6 represents fees collected at the time of a building permit for 3329 Piper Glen Drive. These two particular properties were chosen to serve as an example as they fall within Berthoud's affordability range for the first 3-year commitment term of Proposition 123. After assessing the fees collected, both building permits were multiplied by 200 to deduce the future fees for residential units developed on Nomina Minor Subdivision.

Table 5

533 S 10th Street	1 DU	200 DU
Valuation*	\$249,410.00	
Fees Collected at the time of Building Permit		
Berthoud Fire - Impact Fees per DU	\$3,923.00	\$784,600.00
Thompson School District - Land Dedication per DU	\$1,382.00	\$276,400.00
Water Dedication (one-time fee)	\$25,000.00	\$5,000,000.00
Larimer County Tax 1.05% - Material	\$1,694.70	\$338,940.00
Sales Tax - Material (1% 1998, 1% 2019, 2%)	\$6,456.00	\$1,291,200.00
Admin and Technology Fee	\$100.00	\$20,000.00
Building Residential - Valuation Permit Fee	\$2,077.00	\$415,400.00
MS4 Permit-Berthoud Erosion Control Permit	\$50.00	\$10,000.00
Construction Water	\$25.00	\$5,000.00
Meter Assembly Fee 3/4"	\$468.65	\$93,730.00
Raw Water System Investment	\$245.00	\$49,000.00
Residential Electrical based upon square footage	\$150.00	\$30,000.00
Residential Permanent meter inspection	\$85.00	\$17,000.00
Residential Temporary meter installtion - electrical	\$85.00	\$17,000.00
Sewer Service Line Fee	\$100.00	\$20,000.00
Storm Drainage Fee	\$853.44	\$170,688.00
Stormwater Fee (manual)	\$480.00	\$96,000.00
Waste Water Plant Investment Fee	\$5,995.00	\$1,199,000.00
Water Plant Investment Fee	\$6,900.00	\$1,380,000.00
Water Service Line Fee	\$150.00	\$30,000.00
ALFA Line Fee (per unit)	\$550.00	\$110,000.00
Road Impact Fee	\$2,973.00	\$594,600.00
Park Dedication Impact Fee	\$961.20	\$192,240.00
Park Development Impact Fee	\$3,844.80	\$768,960.00
Public Facilities Fee (Residential)	\$822.00	\$164,400.00
Total	\$65,370.79	\$13,074,158.00

*Valuation is a subjective assessment made by the builder and is always lower than sales cost

Table 6

3329 Piper Glen Drive	1 DU	200 DU
Valuation*	\$416,170.00	
Fees Collected at the time of Building Permit		
Berthoud Fire - Impact Fees per DU	\$9,154.00	\$1,830,800.00
Thompson School District - Land Dedication per DU	\$1,382.00	\$276,400.00
Water Dedication (one-time fee)	\$25,000.00	\$5,000,000.00
Larimer County Tax 1.05% - Material	\$2,683.82	\$536,764.00
Sales Tax - Material (1% 1998, 1% 2019, 2%)	\$10,224.08	\$2,044,816.00
Admin and Technology Fee	\$100.00	\$20,000.00
Building Residential - Valuation Permit Fee	\$3,246.00	\$649,200.00
MS4 Permit-Berthoud Erosion Control Permit	\$50.00	\$10,000.00
Construction Water	\$25.00	\$5,000.00
Lift Station Connection Fee	\$1,454.00	\$290,800.00
Meter Assembly Fee 3/4"	\$468.65	\$93,730.00
Raw Water System Investment	\$245.00	\$49,000.00
Residential Electrical based upon square footage	\$210.00	\$42,000.00
Residential Permanent meter inspection	\$85.00	\$17,000.00
Residential Temporary meter installtion - electrical	\$85.00	\$17,000.00
Sewer Service Line Fee	\$100.00	\$20,000.00
Storm Drainage Fee	\$2,381.40	\$476,280.00
Stormwater Fee (manual)	\$900.00	\$180,000.00
Waste Water Plant Investment Fee	\$5,995.00	\$1,199,000.00
Water Plant Investment Fee	\$6,900.00	\$1,380,000.00
Water Service Line Fee	\$150.00	\$30,000.00
ALFA Line Fee (per unit)	\$550.00	\$110,000.00
Road Impact Fee	\$2,973.00	\$594,600.00
Park Dedication Impact Fee	\$961.20	\$192,240.00
Park Development Impact Fee	\$3,844.80	\$768,960.00
Public Facilities Fee (Residential)	\$822.00	\$164,400.00
Total	\$79,989.95	\$15,997,990.00

*Valuation is a subjective assessment made by the builder and is always lower than sales cost

While 3329 Piper Glen Drive has a higher valuation of \$416,170 and 533 S 10th Street has a lower valuation of \$249,410, Table 7 calculates the average valuation and fees of the two properties to reach a better fiscal estimate for what the Town would like to analyze for the Nomina Minor Subdivision parcel. In summary, Table 7 represents the one-time fee collected at the time of building permit which will offset the long-term cost of this residential development's impact on the Town. These assessment fees are very low, which encourages continued housing development in Berthoud.

Table 7

Average of Properties	1 DU	200 DU
Valuation*	\$332,790.00	
Fees Collected at the time of Building Permit		
Berthoud Fire - Impact Fees per DU	\$6,538.50	\$1,307,700.00
Thompson School District - Land Dedication per DU	\$1,382.00	\$276,400.00
Water Dedication (one-time fee)	\$25,000.00	\$5,000,000.00
Larimer County Tax 1.05% - Material	\$2,189.26	\$437,852.00
Sales Tax - Material (1% 1998, 1% 2019, 2%)	\$8,340.04	\$1,668,008.00
Admin and Technology Fee	\$100.00	\$20,000.00
Building Residential - Valuation Permit Fee	\$2,661.50	\$532,300.00
MS4 Permit-Berthoud Erosion Control Permit	\$50.00	\$10,000.00
Construction Water	\$25.00	\$5,000.00
Meter Assembly Fee 3/4"	\$468.65	\$93,730.00
Raw Water System Investment	\$245.00	\$49,000.00
Residential Electrical based upon square footage	\$180.00	\$36,000.00
Residential Permanent meter inspection	\$85.00	\$17,000.00
Residential Temporary meter installtion - electrical	\$85.00	\$17,000.00
Sewer Service Line Fee	\$100.00	\$20,000.00
Storm Drainage Fee	\$1,617.42	\$323,484.00
Stormwater Fee (manual)	\$690.00	\$138,000.00
Waste Water Plant Investment Fee	\$5,995.00	\$1,199,000.00
Water Plant Investment Fee	\$6,900.00	\$1,380,000.00
Water Service Line Fee	\$150.00	\$30,000.00
ALFA Line Fee (per unit)	\$550.00	\$110,000.00
Road Impact Fee	\$2,973.00	\$594,600.00
Park Dedication Impact Fee	\$961.20	\$192,240.00
Park Development Impact Fee	\$3,844.80	\$768,960.00
Public Facilities Fee (Residential)	\$822.00	\$164,400.00
Total	\$71,953.37	\$14,390,674.00

*Valuation is a subjective assessment made by the builder and is always lower than sales cost

As one-time assessment fees help offset immediate development impacts, they may not cover the full, long-term cost of development. However, as new residents shop, dine, and support local businesses within the Town, an economic return on growth will occur as their tax dollars are reinvested into the community. As two-thirds of the Town's general fund comes from sales tax, and an extra two percent tax is used to fund parks, recreation, open space, and transportation, economic activity generated by new residents directly impacts community Infrastructure and services.

Exhibit A: Neighborhood Center Criteria

Town of Berthoud is participating in DOLA's 2026 Neighborhood Centers Pilot Program. Neighborhood Centers are dynamic focal points where housing, commerce, community, and mobility converge, creating connected and thriving places. These centers are designated by local governments in areas that currently exist as or anticipate becoming mixed-use pedestrian-oriented neighborhoods through local plans and policies. The development of these centers supports Colorado's Strategic Growth objectives by providing coordinated investments to achieve safe, walkable and bikeable built environments with access to jobs, services, and where possible, transit.

The Town identified three areas through this program to work toward a strategic growth initiative inclusive of mixed-use pedestrian-oriented neighborhood centers. These initiatives foster affordable housing, community-building, connectivity, and healthy living. While the Evolving Area has been analyzed above throughout the Strategic Growth Element, the additional neighborhood centers are classified as an Existing Area and a Future Area. All neighborhood center areas will be pursued through the Track 1 base criteria from C.R.S. 24-32-3711 (SB 24-174). The three criteria used for Track 1 and how Berthoud follows these criteria is presented below:

A. Zoning and Density

The Town of Berthoud allows a reasonable net housing density with zoning that supports mixed-use pedestrian-oriented neighborhoods, the development of regulated affordable housing, and increased public transit ridership, as applicable. The first criteria within the Neighborhood Centers program state that a jurisdiction's zoning must allow at least **three housing types** in at least 50% of the area. The Town's zoning complies with these criteria:

- Housing diversity is a requirement for residential development in Berthoud
- For new subdivisions platted after December 15, 2025, housing diversity can be met by following Section 30-6-115 of the Land Use Code, approved by Ordinance 1367
- For subdivisions platted before December 15, 2025, housing diversity can be met by following Section 30-2-116 of the Land Use Code
- A mix of permitted housing types shall be included in any individual development plan. All housing types shall be distributed evenly (of equal percentage distribution) throughout the development

B. Efficient Development Review Process

The second criteria within the Neighborhood Centers program states that a jurisdiction must have an efficient development review process to utilize within a Neighborhood Center. As mentioned in Component 1, the Town has a Fast Track Review Process which meets the Neighborhood Centers criteria. The Town allows attached single-family (duplex) lots by right in many zone districts, including Multi-Family (R3) and Mixed-Use (R4).

C. Pedestrian-Oriented and Mixed-Use Characteristics

The third criteria within the Neighborhood Centers program states a Neighborhood Center must demonstrate several pedestrian-oriented and mixed-use characteristics or plans and policies to support those characteristics. Berthoud incorporates a number of these characteristics throughout the Town and within existing plans and policies. The menu of characteristics is displayed below:

1. Regulations, incentives, or standards that promote pedestrian-friendly design, such as minimal/flexible setbacks; parking areas to the rear or side of buildings; entrances oriented to the sidewalk; upper story setbacks; landscaping and/or green infrastructure; minimized driveway crossings; etc.
 - a. Demonstrated in the Town's Development Code: Design standards, consistent with adopted plans and guidelines, such as Mountain Avenue Plan, 1st Street Corridor Plan, Architectural Design Guidelines, and Landscape Design Guidelines.
2. Regulations, incentives, or standards that promote a mix of pedestrian-friendly commercial uses, such as ground floor retail or other amenities; accessory commercial units as a by-right use; restrictions on auto-oriented businesses; flexibility for contributing structures to be adaptively reused; etc.
 - a. Demonstrated in Berthoud's Mountain Avenue Plan and 1st Street Corridor Plan.
3. Existing, or plans for (with a funding strategy), continuous sidewalks in the area.
 - a. Demonstrated in the Town's Development Code within residential, mixed-use commercial, and

industrial standards: sidewalks shall be interconnected throughout local streets, and provide natural connections to any nearby trails, parks, or open spaces.

4. Existing, or plans for (with a funding strategy), traffic calming measures, improved crossings, improved connectivity, and lower speed limits, particularly on any arterial roadways in the area.
 - a. Demonstrated in the Town's 2021 Comprehensive Plan, such as existing and planning slower speeds in general urban areas, urban centers, and special districts.
5. Existing, or plans for, a gridded street pattern with smaller blocks (i.e., high intersection density) in most of the area.
 - a. Demonstrated in the Town's 2021 Comprehensive Plan, grid networks are implemented in general urban areas and urban centers.
6. Zoning allows at least three housing types, neighborhood serving retail, services, and other amenities in some portion of the area.
 - a. Housing diversity is a requirement for residential development in Berthoud.
 - b. Neighborhood serving retail and other offered amenities are demonstrated in various place types and areas in the Town's 2021 Comprehensive Plan including: Suburban Residential, Suburban Business, Urban Residential, Innovation District, Downtown, Old Town Residential, Mountain Avenue, and 1st Street Corridor.
7. Existing, or plans for multiple anchor institutions of different types, public facilities, and/or public spaces in the area.
 - a. Demonstrated in the Town's 2021 Comprehensive Plan, Future Land Use Plan: public, institutional, and civic uses within community assets are located within various neighborhoods and districts across Berthoud and new public, institutional, and civic uses may be built in other neighborhoods or districts, particularly to serve the diverse needs of a growing population.
8. Existing or planned transit service (with a funding strategy).
 - a. Demonstrated in the Town's 2021 Comprehensive Plan, Transportation Network: Berthoud currently provides local on-demand transit service and has connections to Transfort's fixed-route transit services. The Berthoud Mobility Hub, currently being constructed near SH 56 and I-25, will provide greater transportation connectivity, including to the Colorado Department of Transportation's Bustang interregional transit service.
9. Existing, or planned (with a funding strategy), bike facilities/off-street paths in the area connecting to key destinations.
 - a. Demonstrated in the Town's 2022 Trails Master Plan, such as action to utilize roadways to install bike lane networks to connect to trails to further the system's connectivity.
10. Low to no parking requirements for residential uses. If some parking is required, one or more parking management best practices are implemented. "Low" generally means 1 parking space per dwelling unit or less and may also include a reasonable allowance for guest parking, ADA accessible spaces, and/or car shares that are consistent with the goals of a pedestrian-oriented area.
 - a. Low parking requirements for residential uses in the Mountain Avenue Plan.
11. Low to no parking requirements for mixed uses and commercial uses. If some parking is required, one or more parking management best practices are implemented.
 - a. No parking requirements for mixed used and commercial uses in the Mountain Avenue Plan.
12. Has identified a funding strategy which includes funding needs, plans, local funding sources, and financing tools for infrastructure and other investments to support walkable, mixed-use development.
 - a. Funding strategies to support walkable, mixed-use development are demonstrated in the Mountain Avenue Plan, 1st Street Corridor Plan, 2021 Comprehensive Plan, and 2021 Open Space Plan, such as partnering with Colorado Open Lands and Great Outdoors Colorado (GOCO) as funding sources for Open Space projects.
13. Strategies or programs that activate the area (i.e., regular events, art installations, arts district, etc.)
 - a. Demonstrated through events such as National Night Out, Berthoud Market at Town Park, Oktoberfest, A Very Merry Berthoud Craft Fair, and more.
 - b. Implementation of the Public Art Master Plan in September 2026 will introduce new art installations, events, and programs.
14. Any other strategy that supports equal or greater walkability, adaptive reuse of valuable structures, and/or a mix of uses in the area.

- a. Demonstrated in the Town's 2021 Open Space Plan: typologies, such as Natural Areas and Regional Trail Corridors both promote walking, hiking, biking, riding horses, picnicking, skating, playgrounds, natural vegetation, and environmental education.

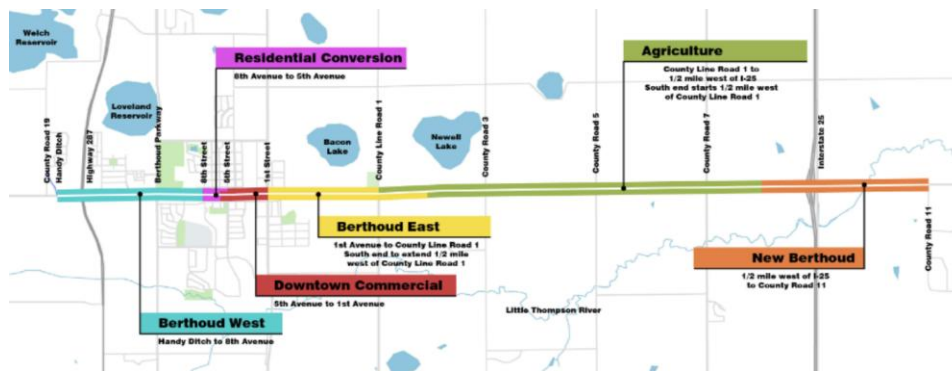
Exhibit B: Neighborhood Center Designation

A. Existing Neighborhood Center

Berthoud has designated the **Downtown Commercial and Residential Conversion Districts** (part of the Mountain Avenue Overlay District) as our Existing Neighborhood Center. The Mountain Avenue Overlay District was first developed by Ordinance 1280 in 2020 and the Mountain Avenue Overlay Plan was updated in 2025 with the purpose of creating a clear vision for the Mountain Avenue corridor's future growth and the change that will occur due to growth. The District Boundary between the Downtown and Residential Conversion was amended in November 2025 to recognize changing conditions of the area.

Together, the Downtown Commercial Character District and Residential Conversion District stretch from 8th Street to 1st Street on the north side of Mountain Avenue. Existing zoning is commercial district, residential, industrial, and limited multi-family featuring Fickel Park, and significant corridor features include the skate park, Pioneer museum, restaurants, coffee shops, salons, businesses, housing, and the railroad.

Opportunities for enhancing walkability and mixed-use include redevelopment supporting additional restaurants, office, and retail uses on the ground floor with residential uses on upper floors, streetscape enhancements to strengthen the downtown connection to the historic district, the Town's Public Art Master Plan to be completed in Summer 2026 with interactive placement of art, the Town's Historic Preservation Master Plan which will align with the corridor's historic district, creating a connection to the railroad, individualized transit services provided by RAFT and BATS for residents, and downtown public transit services provided by TransFort.



B. Evolving Neighborhood Center

As mentioned in Component 2 of the Strategic Growth Element, the Old Town Hall site was chosen as underutilized land near existing or planned transit and job centers, and this was achieved through participation in the Neighborhood Centers Program by focusing on **North 3rd Street and Massachusetts** as an Evolving Neighborhood Center.

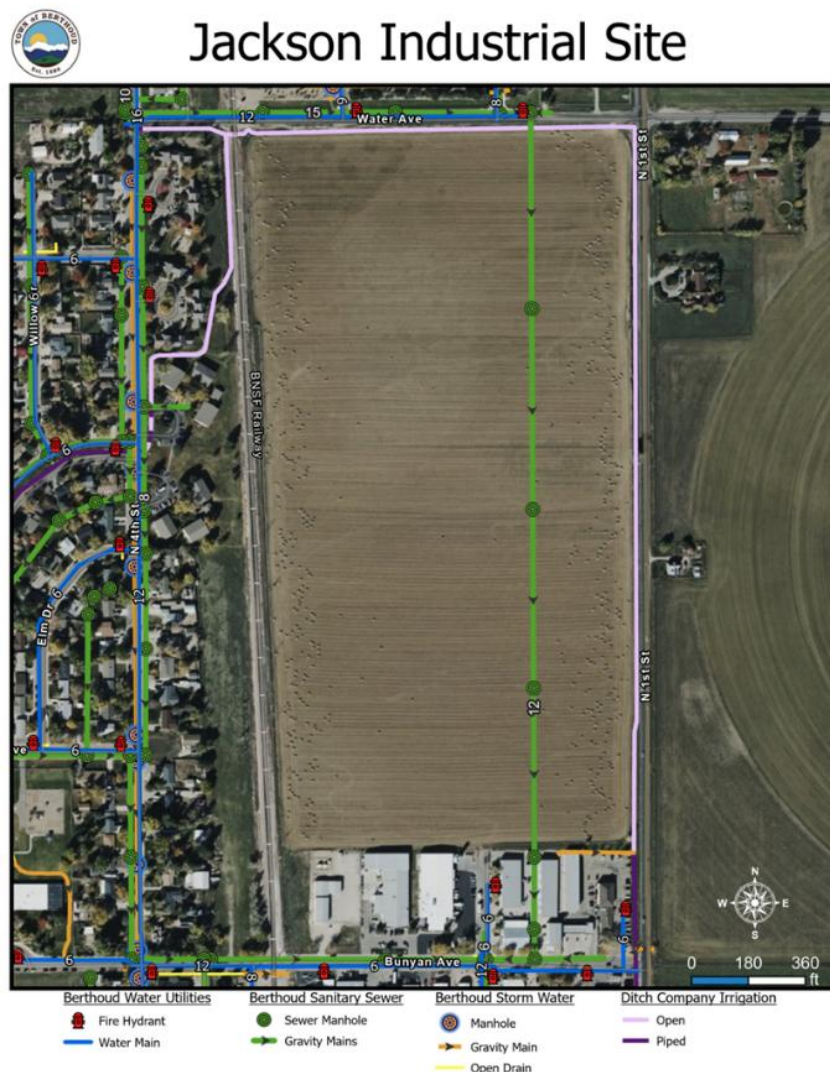
C. Future Neighborhood Center

Berthoud has designated the **Jackson Parcel along 1st Street** (part of the 1st Street Overlay District) as our Future Neighborhood Center. The 1st Street Corridor Plan was approved by Berthoud Town Board in 2023 with the purpose of creating a vision and set of goals to guide growth, development, redevelopment, and

design of the 1st Street Corridor. The Jackson Parcel is considered as a focus area within this innovation district.

The Jackson Parcel is an undeveloped parcel that sits west of existing natural land. This parcel is under consideration for future development specified in the Town's 1st Street Overlay Plan adopted on April 25, 2023. As the 1st Street Corridor stretches 2 miles from north to south with US 287 sitting north, the railroad sitting west, and Mountain Avenue sitting south, the Town zoning districts include industrial, light industrial, PUD, neighborhood commercial, and general commercial and county zoning districts include farming, commercial, and multi-family residential.

There are opportunities for future mixed-use pedestrian-oriented development including green connections to Sunnyslope Reservoir and Bacon Lake, buffered on-street bike lanes, a potential 4 ½ mile pedestrian way green belt to act as a buffer between industrial and commercial development, and a potential regional trail and transit station west of the corridor. Due to the many undeveloped parcels in this area, no residential displacement will occur by adding a potential rail stop. Additionally, the 1st Street Corridor is intended to be a mixed-use district, inclusive of lived workspace and residential opportunities within close distance of employment centers. It is classified as a future innovation district which supports existing technical businesses, and production uses with residential uses on upper levels and additional elements such as parks and open space.



Resolution No. 2026-23
Series 2026

A Resolution of the Town of Berthoud Approving an Amendment to the 2021 Comprehensive Plan to Add a Strategic Growth Element

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

Whereas, on July 13, 2021, the Town adopted its 2021 Comprehensive Plan;

Whereas, at its meeting on August 13, 2026, the Planning Commission adopted the attached amendment to the 2021 Comprehensive Plan to include a Strategic Growth Element; and

Whereas, at a properly-noticed public hearing on August 25, 2026, the Board of Trustees considered the attached amendment to the 2021 Comprehensive Plan to include a Strategic Growth Element.

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

Section 1. The attached amendment to the 2021 Comprehensive Plan is hereby adopted.

Introduced, approved and adopted this 25th day of August, 2026.

Town of Berthoud

William Karspeck, Mayor

Attest

Christian R. Samora, CMC, Town Clerk



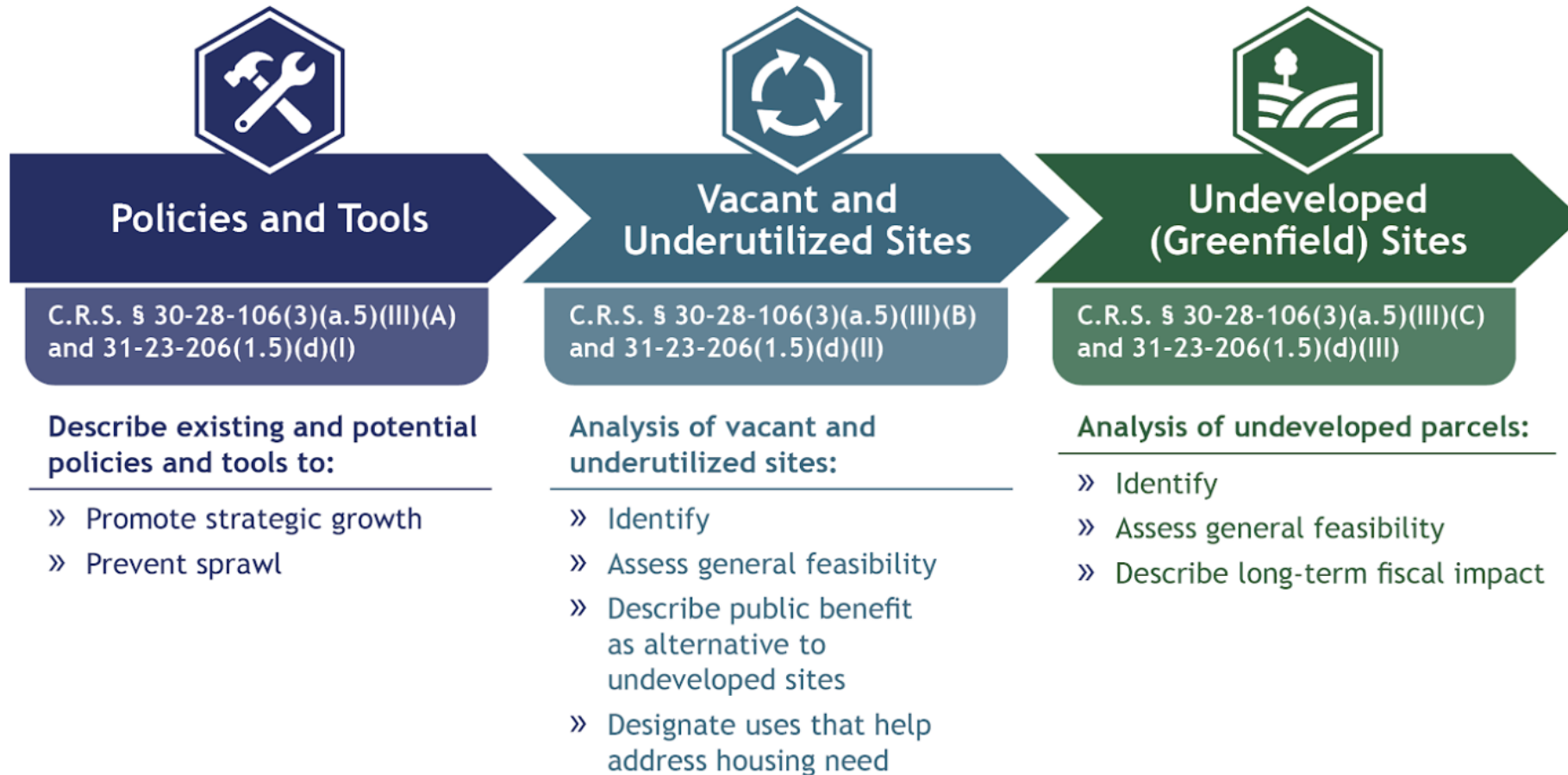
Board of Trustees August 25, 2026



Objectives



By December 31, 2026, Colorado jurisdictions must adopt a **Strategic Growth Element** in their comprehensive plans. The element must do three things:



Purpose

☐

Help communities understand where growth should happen based on local conditions

☐

How it aligns with community needs

☐

How it affects infrastructure and long-term costs

☐

How it can protect natural and agricultural lands

Benefits



Efficient development: Promotes infill and redevelopment of underutilized parcels



Fiscal responsibility: Reduces costly extension of utilities and services

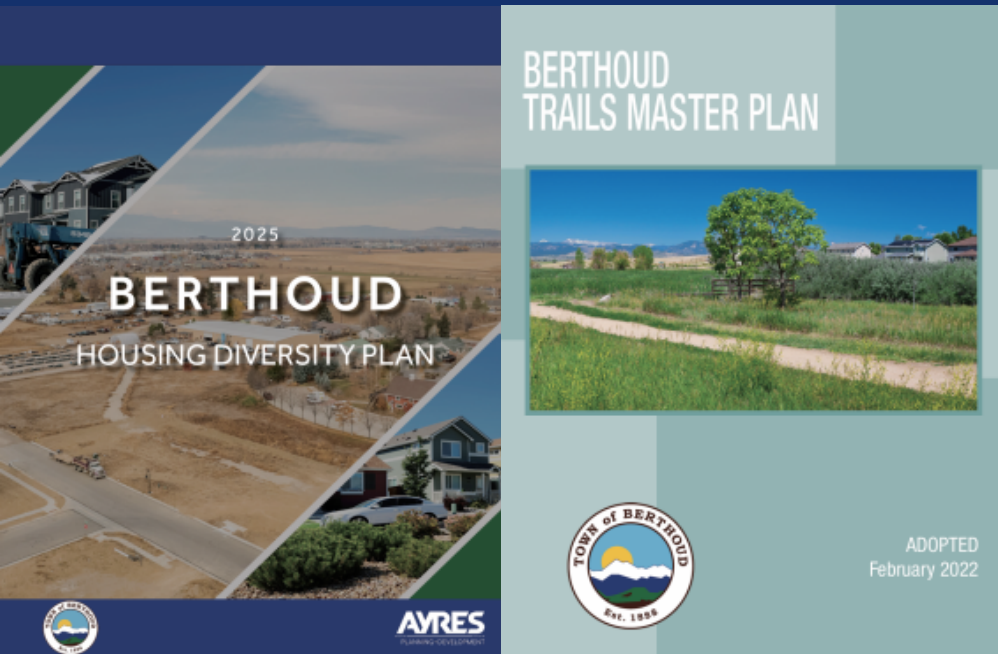


Productive development: Prioritizes development near transit and job centers



Resource conservation: Preserves natural and agricultural lands by focusing growth inward

Component 1: Policies and Tools



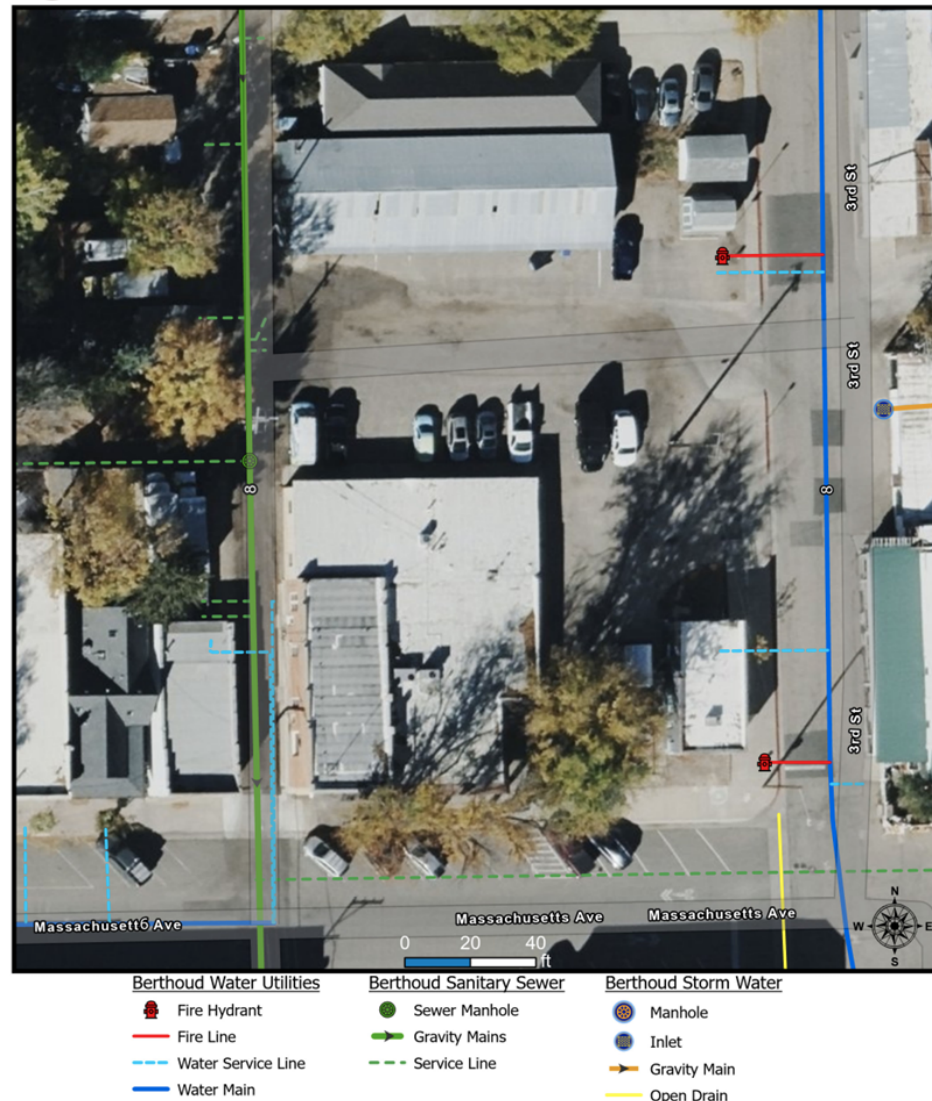
- **Strategic Growth Policies: 2021 Comprehensive Plan**
- **Master Plans and Strategies**
 - Housing Diversity Plan/Housing Needs Assessment
 - Proposition 123
 - Fast Track Review Process
 - Trails Master Plan
 - PORT Plan
- **Land Use and Zoning**
 - Mountain Avenue Overlay
 - Innovation District
 - Architecture and Design Standards



Component 2: Vacant and Underutilized Sites



Old Town Hall at 3rd and
Massachusetts Ave

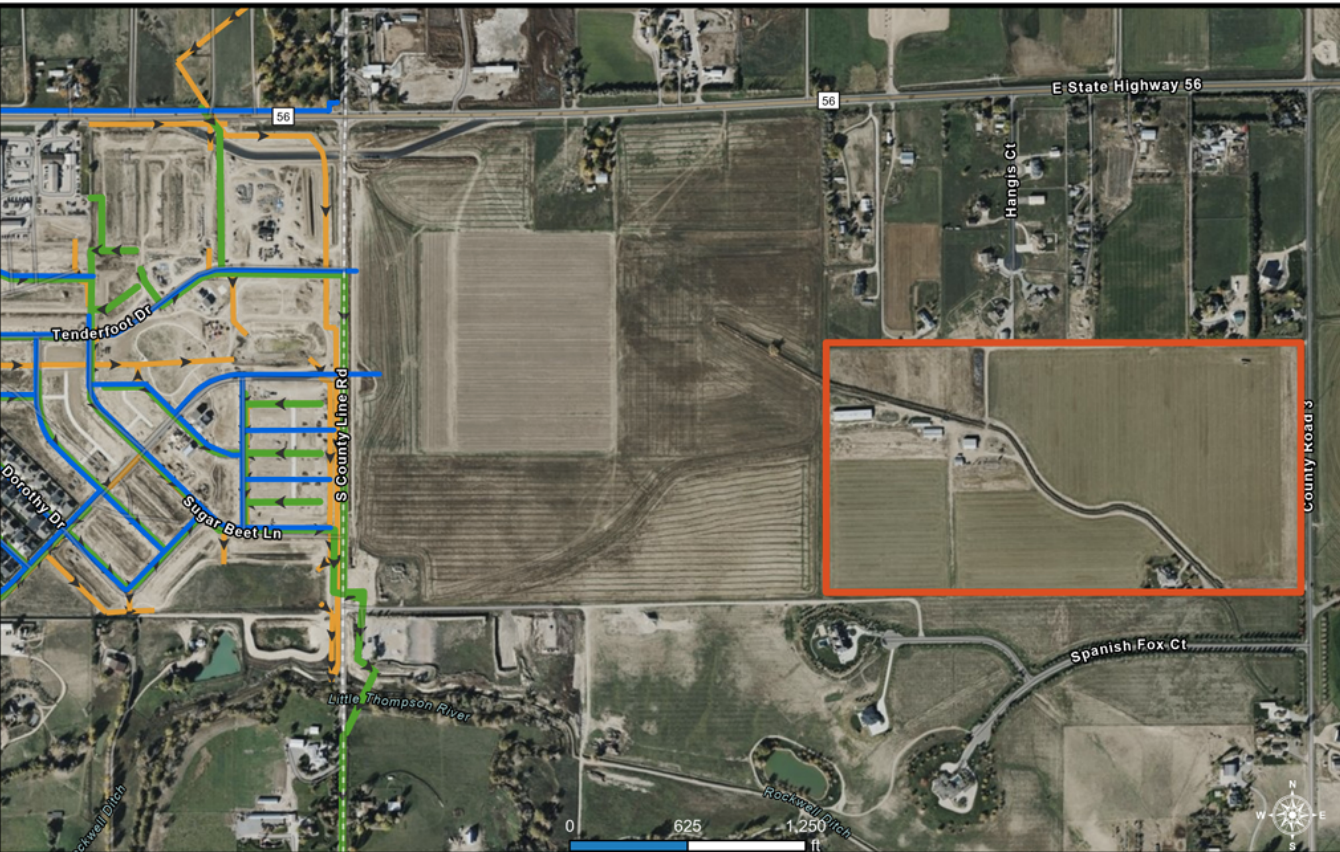


- North 3rd Street and Massachusetts is an underutilized area
- Feasibility assessment conducted on the Old Town Hall site
 - Potential mixed-use development: 16 residential units (apartments) and 6 commercial units, including 1 restaurant
- Public benefit assessment
 - Enhancing the historic downtown core
 - Accessibility and proximity to public services for residents
 - Promoting a walkable environment
- Addressing Berthoud's housing need
 - Achieved the Town's commitment to Proposition 123 but the supply of affordable housing within the Town is still diminishing
 - Housing Needs Assessment states a focus on increasing a diversified housing supply is necessary

Component 3: Undeveloped Sites



Nomina Minor Sub



Berthoud Water Utilities

Water Main

Berthoud Sanitary Sewer

Gravity Mains

Berthoud Storm Water

Gravity Main

- Nomina Minor Subdivision is an undeveloped (greenfield) site
- Feasibility assessment conducted
 - Potential development: 200 residential units
- Long-term fiscal impact assessment
 - Data gathered from Weld County Tax Assessor
 - Analyzed the annual mill levy allocation to special districts for 200 potential units
 - Building permit fee example to calculate the total fees for 200 dwelling units

Coordination with Neighborhood Centers



Neighborhood Centers Pilot Program:

- Designation of areas identified by local governments where safe, walkable and bikeable built environments with access to jobs, services, and transit will be achieved
- Supports the Town's requirements under SB-24-174 for adopting a Strategic Growth Element and supports the Town's commitment to housing diversity and Proposition 123
 - Existing Neighborhood Center: Downtown Commercial and Residential Conversion Districts
 - Evolving Neighborhood Center: North 3rd Street and Massachusetts
 - Future Neighborhood Center: Jackson Industrial Site (1st Street)

Resolution No. 2
Series 2026

A Resolution of the Town of Berthoud Planning Commission Adopting an Amendment to the 2021 Comprehensive Plan to Include a Strategic Growth Element

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

Whereas, on July 13, 2021, the Town adopted its 2021 Comprehensive Plan; and

Whereas, at its meeting on August 13, 2026, the Planning Commission considered the attached amendment to the 2021 Comprehensive Plan to include a Strategic Growth Element.

Now Therefore, be it Resolved by the Planning Commission of the Town of Berthoud as follows:

Section 1. The attached amendment to the 2021 Comprehensive Plan to include a Strategic Growth Element is hereby adopted.

Introduced, approved and adopted this 13th day of August, 2026.

Town of Berthoud Planning Commission

Stacy Sigman, Chair

Attest

Anne Johnson, Community Development Director

Board of Trustees Information

Community Development Department



Meeting Date:	August 25, 2026
Agenda Title/Subject:	Introduction and Setting of Hearing Date for Ordinance 1389 Amending Chapter 11 Regarding Wildland-Urban Interface
Type of Item:	Regular Item
Purpose:	Introduce an Amendment to Chapter 11 of the Berthoud Municipal Code to adopt the 2025 Colorado Wildfire Resiliency Code and consider a Cooperative Agreement for Wildfire Resiliency Code Administration.
Presented by:	Anne Johnson

Attachments:

1. 02 Ordinance 1389
2. 04 Cooperative Agreement for Wildfire Resiliency Code Administration and Enforcement - A081026
3. 05 Public Notice

Background:

The State of Colorado adopted the 2025 Colorado Wildfire Resiliency Code developed by the Colorado Wildfire Resiliency Code Board. Municipalities and Counties are required to adopt this Code. The Town amended the Landscape Guidelines via Ordinance 1383 on June 30, 2026.

The Town is now proposing to amend Chapter 11 of the Municipal Code to include the Colorado Wildfire Resiliency Code. A copy of the amendment to the Building Code (Chapter 11) is attached. A copy of the Cooperative Agreement for Wildfire Resiliency Code Administration and Enforcement is also attached. The purpose of this evening's meeting is to establish September 8, 2026 for the public hearing.

Update/Next Steps:

The Public Hearing regarding integrating the Colorado Wildfire Resiliency Code into Chapter 11 of the Municipal Code will be on September 8, 2026. The Town Trustees will also consider entering into the attached Cooperative Agreement for Wildfire Resiliency Code Administration and Enforcement, and authorize the Town Administrator to sign this Agreement.

Fiscal Impact and Fund Source:

There is no negative fiscal impact to the Town in amending these documents.

Community Touchstones:

Consideration of the amendment request does not negatively impact community touchstones. Consideration of approval of the request does provide support for protecting community identity,

as well as strengthening the Town's sustainability and resiliency goals.

Recommended Action(s):

Staff recommends the Board establish September 8, 2026 for the public hearing for Ordinance 1389.

**Ordinance No. 1389
Series 2026**

An Ordinance of the Town of Berthoud Amending Chapter 11 of the Berthoud Municipal Code to Adopt the 2025 Colorado Wildfire Resiliency Code

Whereas, pursuant to C.R.S. § 24-33.5-1237, *et seq.*, the Town must adopt a wildland-urban interface code that meets or exceeds the 2025 Colorado Wildfire Resiliency Code promulgated by the Colorado Wildfire Resiliency Code Board; and

Whereas, pursuant to C.R.S. § 31-16-203, the Town held a properly noticed public hearing to consider the adoption of the Colorado Wildfire Resiliency Code.

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

Section 1. Chapter 11 of the Berthoud Municipal Code is amended by the addition of a new Section 11.22 to read as follows:

Section 11.22 – Wildfire Resiliency Code.

A. Adoption. Pursuant to C.R.S. § 31-16-202, the Colorado Wildfire Resiliency Code, published by the Colorado Wildfire Resiliency Code Board, 1697 Cole Boulevard, Unit 200, Lakewood, CO 80401, is hereby adopted by reference. The subject matter of the Colorado Wildfire Resiliency Code includes provisions regarding the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain occupiable or habitable space, or change in use resulting in an occupiable or habitable space, within the wildland-urban interface areas of Colorado.

B. Copy on file. A digital copy of each code adopted herein by reference was available on the Town's website at least fifteen (15) days preceding the public hearing at which it was adopted and shall be kept there for public inspection while this Chapter is in force.

C. Amendments and Deletions. The Colorado Wildfire Resiliency Code is hereby modified as follows:

1. Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by the Town of Berthoud, hereinafter referred to as 'this code'.

2. Section 102.10 is amended to read as follows:

102.10 Work exempt from permit under this code. Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code

or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
 2. Additions that do not increase the footprint of a structure by more than 500 square feet.
 3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
 4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
 5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
 6. Painting, staining and similar maintenance or restorative work.
 7. One-story detached accessory, uninhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
 8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable or habitable space*.
 9. Fences located more than 8 feet from a habitable structure.
3. Section 103.1 is amended to read as follows:
- 103.1 Creation of agency. The Town Building Division is the official in charge thereof and shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of this code, except as may be delegated through a cooperative agreement between the Town and the Berthoud Fire Protection District.
4. Section 106.1 is amended to read as follows:

106.1 General. Fees shall be as adopted in the Town's Fee Schedule; provided that the Berthoud Fire Protection District may assess such fees as it deems appropriate.

5. Chapter 1 of the 2025 Colorado Wildfire Resiliency Code is hereby amended by the addition of a new Section 108, to read as follows:

Section 108 – Construction Documents

108.1 Site plan. In addition to the requirements for plans in the *International Building Code*, *International Existing Building Code*, and *International Residential Code*, site plans shall include topography, landscape and vegetation details, and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.

108.2 Defensible Space Site Plans. Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

108.2 Other data and substantiation. When required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

6. Section 202 is amended by the addition of the following definition, to appear in alphabetical order:

Authority Having Jurisdiction (AHJ). The governmental agency, fire protection district or other entity charged with adopting, interpreting, and administering this code.

7. Section 303.1.2 is amended to read as follows:

303.1.2 Locally Developed Mapping. The AHJ may develop and adopt local maps designating wildfire hazard areas and fire intensity classification areas within its jurisdiction boundaries.

8. Section 304.2 is amended to read as follows:

304.2 Determination of Wildfire Hazard Areas and Code Requirements. As determined by the *code official*, the Wildfire Hazard Area and associated requirements shall be based on a review of the vegetative fuels on the parcel, including without limitation topography, local weather patterns and fire behavior modeling data. This determination shall be made based on existing conditions or conditions

that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.

9. Section 403.1 is amended to read as follows:

403.1 General. Structure hardening shall be in accordance with Sections 403.2 through 403.13 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface*. See also Sections 101.6-101.7.

10. Section 404.2 is amended to read as follows:

404.2 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, ¾-inch Type X drywall, 2-inch nominal dimension lumber, or 1-inch nominal fire-retardant-treated wood* or ¾ inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, ¾-inch Type X drywall, or 2-inch nominal dimension lumber*.

11. Section 404.9 is amended to read as follows:

404.9 Vehicle Access Door Perimeter Gap. Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ½ inch as approved by the AHJ. Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).
2. Door overlaps onto jambs and headers.

3. Garage door jambs and headers covered with metal flashing.

12. Section 404.10.1 is amended to read as follows:

Section 404.10.1 Underfloor areas. Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with ½-inch metal corrosion resistant screen with a hardened zone within 5 feet. **Exception:** The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction, heavy timber construction, noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

13. Section 502.1.2 is amended to read as follows:

502.1.2 Materials. Use noncombustible, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

14. Section 502.1.3 is amended to read as follows:

Section 502.1.2 Plantings. Remove all plantings including shrubs, slash, combustible mulch and other woody debris.

15. Section 503.2.1 is amended to read as follows:

Section 503.2.1 Materials. Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Intermediate Zone. Within the fuel modification area, hazardous plant material must be removed from live vegetation.

16. Section 503.2.4 is amended to read as follows:

503.2.4 Trees. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet. Prune tree branches to a height of 6-10 from the ground or a third of the total height of the tree, whichever is less.

17. Sections 103.2 Appointment and 404.1 General are hereby deleted.

D. Wildfire Map. The Town hereby adopts the Wildfire Resiliency Code - Fire Intensity Classifications contained in the Colorado Wildfire Resiliency State Code Map, as developed by the Division of Fire Prevention and Control ("DFPC") and the Colorado State Forest Service ("CSFS")

that are applicable and within the boundaries of the Town. Town staff is directed to ensure such map is available for public inspection through an accessible online platform and at the office of the Town Clerk.

E. Violations. Any person who violates a provision of this code or fails to comply with any of the requirements thereof, or who violates of the approved construction documents or directive of the code official is subject to penalties as set forth in Chapter 20 of the Berthoud Municipal Code. Such violation is also deemed a nuisance and may be abated as such.

Section 3. Severability. If any provision of this Ordinance is determined to be invalid for any reason, such determination shall not affect the validity of the remaining provisions of this Ordinance, and the Board of Trustees hereby declares that it would have passed this Ordinance and each provision thereof irrespective of the fact that any one or more provisions may be declared invalid.

Section 4. Repeal. Existing ordinances or provisions thereof inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Introduced, approved and adopted this ____ day of _____, 2026.

Town of Berthoud

William Karspeck, Mayor

Attest

Christian R. Samora, CMC, Town Clerk

Cooperative Agreement for Wildfire Resiliency Code Administration and Enforcement

This Cooperative Agreement for Wildfire Resiliency Code Administration and Enforcement (the "Agreement") is made this _____ day of _____, 2026 (the "Effective Date"), by and between the Town of Berthoud, a Colorado statutory municipality with an address of P.O. Box 1229, 807 Mountain Avenue, Berthoud, CO 80513 (the "Town"), and the Berthoud Fire Protection District, a Colorado special district with an address of P.O. Box 570, 248 Welch Avenue, Berthoud, CO 80513 (the "District") (each a "Party" and collectively the "Parties").

Whereas, C.R.S. § 24-33.5-1237(2)(a) requires adopting governing bodies with jurisdiction in wildland-urban interface areas to adopt a wildfire resiliency code meeting minimum standards of the Colorado Wildfire Resiliency Code adopted by the Colorado Wildfire Resiliency Code Board;

Whereas, the Town adopted its version of the wildfire resiliency code on September 8, 2026, in Ordinance No. __, Series 2026 ("Town's Wildfire Resiliency Code");

Whereas, the District adopted the Town's Wildfire Resiliency Code on DATE, 2026 by Resolution No. _____;

Whereas, the Parties seek to establish clear enforcement responsibilities through a cooperative agreement as authorized under C.R.S. § 24-33.5-1237(2)(b);

Whereas, the Parties are authorized by Article XIV, § 18 of the Colorado Constitution, C.R.S. §§ 29-1-201, *et seq.*, and 24-33.5-1237 to enter into this Agreement; and

Whereas, the Parties find that it is in the best interest of the public health, safety and welfare to enter into this Agreement.

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

I. Purpose

The purpose of this Agreement is to establish a cooperative agreement for the administration and enforcement of the Town's Wildfire Resiliency Code pursuant to C.R.S. § 24-33.5-1237(2)(b), to eliminate duplicative enforcement efforts, clarify jurisdictional responsibilities, and ensure consistent application of the Town's Wildfire Resiliency Code's building code and fire code elements within the wildland-urban interface areas.

II. Term and Termination

This Agreement shall commence on the Effective Date and shall continue through December 31, 2026. This Agreement shall automatically renew on January 1st of each year for another one-year term, provided that either Party may terminate this Agreement for any reason upon 30 days' prior written notice to the other Party.

III. Compensation

No compensation shall be due to either Party under this Agreement. Each Party shall retain fees collected for its own services performed under this Agreement.

IV. Town Responsibilities

The Town shall strive to administer and support compliance with the Town's Wildfire Resiliency Code, except for Section 5, throughout the incorporated jurisdiction of the Town within the District, as determined in its sole discretion, including without limitation, requirements for non-combustible building materials; roof and exterior wall construction standards; window and door specifications; deck and attachment requirements; and other construction-related provisions.

V. District Responsibilities

The District shall strive to administer and support compliance with Section 5 of the Town's Wildfire Resiliency Code throughout the incorporated portions of the Town within the District's jurisdiction, as determined in its sole discretion.

VI. Mutual Responsibilities

A. Modifications to the Town's Wildfire Resiliency Code. The Parties agree to coordinate any petitions for modification of the Town's Wildfire Resiliency Code submitted to the Wildfire Resiliency Code Board pursuant to C.R.S. § 24-33.5-1236(4)(b)(IV). Any Party seeking a modification shall provide written notice to the other Party at least 30 days before submitting a petition to the Wildfire Resiliency Code Board.

B. Hazard Area Mapping. The Parties agree to coordinate amendments to the wildland urban interface maps adopted pursuant to the Town's Wildfire Resiliency Code.

C. Most Restrictive Standard. When overlapping requirements exist, the most restrictive standard shall apply, and the Party responsible for that standard shall have enforcement authority.

D. Board Review & Cooperation. The Parties acknowledge that the Wildfire Resiliency Code Board may review the Town's Wildfire Resiliency Code as adopted by the Parties and their application of the Town's Wildfire Resiliency Code to determine compliance with C.R.S. § 24-33.5-1237. The Parties shall cooperate with the Wildfire Resiliency Code Board and be responsive to any requests for information pursuant to C.R.S. § 24-33.5-1237(2)(c).

VII. Miscellaneous

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

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

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications concerning the subject matter herein.

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

E. Notice. Any notice under this Agreement shall be in writing and shall be given when directly presented or sent pre-paid, first-class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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

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

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

I. Governmental Immunity. Both Parties and their trustees, directors, officers, employees, and volunteers, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, privileges, immunities, defenses, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or any other applicable federal or state law.

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

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

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

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

Town of Berthoud, Colorado

Chris Kirk, Town Administrator

Attest:

Christian R. Samora, CMC, Town Clerk

Berthoud Fire Protection District, a
political subdivision of the State of Colorado

By: _____
Dan Hershman, Board President

State of Colorado)

) ss.

County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of August, 2026, by Dan Hershman, as the President of the Board of Directors of the Berthoud Fire Protection District.

My commission expires:

(Seal)

Notary Public

TOWN OF BERTHOUD, COLORADO

NOTICE OF PUBLIC HEARING

Adoption of an Ordinance of the Town of Berthoud Amending Chapter 11 of the Municipal Code to Adopt the 2025 Colorado Wildfire Resiliency Code

PUBLIC NOTICE IS HEREBY GIVEN of public hearings before the Town Board on September 8, 2026 at 6:30 p.m. to consider adoption of an Ordinance to amend Chapter 11 of the Municipal Code to adopt the 2025 Colorado Wildfire Resiliency Code. The public hearings will be held at Town Hall 807 Mountain Avenue in Berthoud 80513.

Given and posted on this 13th day of August, 2026.

Berthoud Weekly Surveyor

Published: _____