



**Garden
Spot of
Colorado**

**MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, April 11, 2023, 6:30 p.m.**

This is an IN-PERSON meeting at the location and time noted above.
You may also join virtually using Zoom: Phone: 1-346-248-7799 or 301-715-8592
Web: www.zoom.us/join Use this Meeting ID: 210 035 9423

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

1. Regular Meeting Called To Order - Mayor William Karspeck
2. Pledge Of Allegiance - Mayor William Karspeck
3. Roll Call - Mayor William Karspeck
4. Citizen Participation
5. Scheduled Items And Estimated Time For Discussion
- 5.I. Consent Agenda

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

Documents:

[MEMO RE CONSENT AGENDA.PDF](#)
[A. APRIL 11 2023 MEETING AGENDA.PDF](#)
[B. MARCH 28 2023 MEETING MINUTES.PDF](#)
[C. FEBRUARY 2023 FINANCIAL INFORMATION.PDF](#)
[D. PRAIRIESTAR TOLLING AGREEMENT.PDF](#)
[E. 2023 CONCRETE PROJECT BID AWARD.PDF](#)
[F. RESOLUTION 2023.06 OPPOSING SENATE BILL 23-213.PDF](#)

- 5.II. Harvest 47 Preliminary Plat - Public Hearing Continuance
(5 Min) Introduction By: Chris Kirk

Documents:

[MEMO RE HARVEST 47 PUBLIC HEARING CONTINUANCE.PDF](#)

- 5.III. Bader Minor Subdivision, Planned Unit Development Amendment, Overall Development Plan Amendment, And Final Development Plan – Public Hearing Continuance
(5 Min) Introduction By: Chris Kirk

Documents:

[MEMO RE BADER PUD TB CONTINUANCE.PDF](#)
[MEMO RE BADER MINOR SUB TB CONTINUANCE.PDF](#)

- 5.IV. Caretakers Of Tradition Fee Waiver Request
(10 Min) Introduction By: Chris Kirk

Documents:

[MEMO RE CARETAKERS OF TRADITION FEE WAIVER.PDF](#)
[PRESENTATION RE CARETAKERS OF TRADITION.PDF](#)
[BUILDING PERMIT COST ESTIMATE.PDF](#)

- 5.V. 2023 Pickle Ball Court Project Bid Award
(15 Min) Introduction By: Jeremy Olinger

Documents:

[MEMO RE 2023 PICKLE BALL BID AWARD.PDF](#)
[ECI BID FORM AND DOCUMENTS.PDF](#)

- 5.VI. 5 Year Sidewalk Plan
(30 Min) Introduction By: Keith Knoll

Documents:

[MEMO RE 5 YEAR SIDEWALK PLAN.PDF](#)

- 5.VII. Metro District Policy
(60 Min) Introduction By: Chris Kirk

Documents:

[MEMO RE METRO DISTRICT POLICY.PDF](#)
[DRAFT METRO DISTRICT SERVICE PLAN POLICY.PDF](#)
[DRAFT MASTER INTERGOVERNMENTAL AGREEMENT IGA.PDF](#)
[DRAFT DISTRICT DISCLOSURE FORM.PDF](#)
[RESOLUTION 2023-07 A RESOLUTION ADOPTING THE BERTHOUD METROPOLITAN DISTRICT POLICY.PDF](#)

6. Elected Official Reports

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

7. Executive Session

Pursuant to C.R.S. Section 24-6-402 (f)(I) for discussion of a personnel matter not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

The following details are provided: Town Administrator Evaluation.

8. Approval Of Town Administrator Employment Agreement
(5 Min) Introduction By: Chris Kirk

9. Adjourn

The order of agenda items listed above is approximate and intended as a guideline for the

Town Board. Individuals needing special accommodation may request assistance by *contacting the Town Clerk 807 Mountain Avenue, Berthoud, Colorado 80513, 970-532-2643 at least 24 hours in advance.*

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	April 11, 2023
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) April 11, 2023, Meeting Agenda
- b) March 28, 2023, Meeting Minutes
- c) February 2023 Financial Information
- d) PrairieStar Tolling Agreement
- e) 2023 Concrete Project Bid Award
- f) Resolution 2023.06 Opposing Senate Bill 23-213

BACKGROUND:

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

UPDATE/NEXT STEPS:

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

FISCAL IMPACT AND FUND SOURCE:

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

COMMUNITY TOUCHSTONES:

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

RECOMMENDED ACTION(S):

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

Followed by a second and a vote.



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Web: www.zoom.us/join

Use this Meeting ID: 210 035 9423

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

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

- I. REGULAR MEETING CALLED TO ORDER** – Mayor William Karspeck
- II. PLEDGE OF ALLEGIANCE** – Mayor William Karspeck
- III. ROLL CALL** – Mayor William Karspeck
- IV. CITIZEN PARTICIPATION**
- V. SCHEDULED ITEMS and ESTIMATED TIMES FOR DISCUSSION**
 1. **Consent Agenda** (Christian Samora) (5 Min)
Consent Agenda items are considered to be routine by the Town Board and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.
 - a) April 11, 2023, Meeting Agenda
 - b) March 28, 2023, Meeting Minutes
 - c) February 2023 Financial Information
 - d) PrairieStar Tolling Agreement
 - e) 2023 Concrete Project Bid Award
 - f) Resolution 2023.06 Opposing Senate Bill 23-213
 2. **Harvest 47 Preliminary Plat – Public Hearing Continuance** (Chris Kirk) (5 Min)
 3. **Bader Minor Subdivision, Planned Unit Development Amendment, Overall Development Plan Amendment, and Final Development Plan – Public Hearing Continuance** (Chris Kirk) (5 Min)
 4. **Caretakers of Tradition Fee Waiver Request** (Chris Kirk) (10 Min)
 5. **2023 Pickle Ball Court Project Bid Award** (Jeremy Olinger) (15 Min)

April 11, 2023, Meeting Agenda

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

6. **5-Year Sidewalk Plan** (Keith Knoll) (30 Min)
7. **Metro District Policy** (Chris Kirk) (60 Min)
Resolution 2023-07 – A Resolution of the Town of Berthoud adopting the
Berthoud Metropolitan District Policy

VI. ELECTED OFFICIAL REPORTS (10 Min)

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

VII. EXECUTIVE SESSION

Pursuant to C.R.S. Section 24-6-402(4)(f) for discussion of a personnel matter and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or of any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. And the following details are provided: Town Administrator Annual Evaluation

VIII. APPROVAL OF TOWN ADMINISTRATOR EMPLOYMENT AGREEMENT

IX. ADJOURN

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

April 11, 2023, 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.



MEETING MINUTES OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, March 28, 2023, 6:30 p.m.

I. REGULAR MEETING CALLED TO ORDER – Mayor William Karspeck

Mayor Karspeck called the meeting to order.

II. PLEDGE OF ALLEGIANCE – Mayor William Karspeck

Mayor Karspeck led the Pledge of Allegiance.

III. ROLL CALL – Mayor William Karspeck

The following Board Members were present:

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

The following were also present:

Chris Kirk, Town Administrator
Christian Samora, Town Clerk
Erin Smith Town Attorney
Michelle Adams, Deputy Town Clerk
Anne Johnson, Community Development Director
Walt Elish, Business Development Director

IV. CITIZEN PARTICIPATION

John Keller and David Luck spoke regarding the Ludlow Farm development.

Eric Ryplewski spoke regarding broadband in Berthoud.

V. SCHEDULED ITEMS and ESTIMATED TIMES FOR DISCUSSION

1. **Consent Agenda** (Christian Samora) (5 Min)
Consent Agenda items are considered to be routine by the Town Board and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.
 - a) March 28, 2023, Meeting Agenda
 - b) March 14, 2023, Meeting Minutes
 - c) January 2023 Financial Information

Trustee Ayers moved to combine and approve the items on the Consent Agenda. Trustee Hardy seconded the motion. In a 7-0 Roll Call vote, THE MOTION CARRIED.

2. **Water Rights Acquisition – Purchase of 50 C-BT Units** (Chris Kirk) (5 Min)

Kirk gave an introduction and provided background information.

Trustee Murphy moved to approve the Agreement for Sale and Purchase of C-BT Units and direct staff to allocate additional funds for the purchase in the 2023 Annual Budget during the mid-year budget amendment process. Trustee Butler seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

3. Sale of Old Town Hall – Public Hearing (Walt Elish) (10 Min)

Ordinance 1317 – An ordinance of the Town of Berthoud, Colorado, regarding uses of the property located at 328 Massachusetts Avenue, Berthoud, Colorado.

Elish gave an introduction and provided background information.

Mayor Karspeck opened the Public Hearing.

Jerry Tracy asked if the old Town Hall building would be preserved.

Mayor Karspeck closed the public hearing.

Kirk clarified that the historic brick portion of the building would be preserved.

Mayor Pro-Tem Grace moved to approve ordinance 1317, an ordinance of the Town of Berthoud, Colorado, regarding uses of property located at 328 Massachusetts Avenue. Trustee Hardy seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

4. Ludlow Neighborhood Master Plan and Rezoning – Hearing Continuance (Anne Johnson) (10 Min)
Hearing is expected to be continued to April 25, 2023

Johnson gave an introduction and provided background information.

Trustee Hardy moved to approve the applicant's request to continue the public hearing to consider the Change of Zoning and Neighborhood Master Plan from March 28, 2023 to April 25, 2024. Trustee Murphy seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

5. Harvest West Annexation Substantial Compliance (Anne Johnson) (10 Min)

Resolution 2023-05 – A resolution regarding petition for annexation filed by HT Land Partners, LLC and setting the matter for a Public Hearing

Johnson gave an introduction and provided background information.

Will Charles provided additional information, followed by Jim Birdsall with a presentation from the applicant.

Trustee Butler moved to approve Resolution 2023-05, a resolution of the Town of Berthoud, Colorado, regarding petition for annexation filed by HT Land Partners, LLC, accepting such petition as being substantially compliant with CRS 31-12-107 and 31-12-108 as well as Sections 30-8-103 and 30-8-104 of the Berthoud Municipal Code and setting May 23, 2023 as a Public Hearing Date to evaluate the Annexation, Change of Zone, and the Neighborhood Master Plan. Trustee Murphy seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

6. Heron Lakes 17th Filing Preliminary Plat – Public Hearing (Anne Johnson) (30 Min)

Johnson gave an introduction and provided background information.

Mayor Karspeck opened the Public Hearing.

Linda Wilson asked if the filing would provide an additional access to County Road 14.

Mayor Karspeck closed the public hearing.

Kirk clarified that there would not be an additional access.

**Trustee Murphy moved to approve the Preliminary Plat for Heron Lakes 17th Filing with the following conditions:
a. The applicant shall construct curb and gutter along County Road 14E prior to the issuance of first building permit for**

Heron Lakes 17th Filing.

b. County Rd 14E construction plans shall be submitted with the final plat submittal for review.

c. The Applicant shall apply for and receive approval of Rezoning prior to approval of a Final Plat.

Mayor Pro-Tem Grace seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

7. Oil and Gas Tranche II

(Mike Foote)

(60 Min)

Foote provided a presentation and update following the last meeting that the Board discussed oil and gas regulations.

Foote will take feedback received and prepare for the next phase of the process to draft and establish oil and gas regulations.

Trustee Murphy moved to extend the meeting to 10:30 P.M. Trustee Ayers seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

VI. ELECTED OFFICIAL REPORTS

(10 Min)

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

Trustee Soricelli:

Soricelli asked about the possibility of having Hilltop speak to the Board.
The Board was supportive of discussing broadband at the 5-9 study session.
Hilltop Broadband and Loveland Pulse will be invited to the meeting on the 9th.

Trustee Murphy:

Murphy had citizens approach him about trash service and rates.
The Arbor Day celebration is approaching.
March 29th is a meeting held by CML regarding SB 23-123 regarding the middle housing issue. CML is holding a stance against the bill to address how municipalities approach the issue.

Trustee Butler:

Butler has also been approached regarding trash issues.
Butler requested more regular high-level updates regarding ongoing projects.
Trustee Butler indicated that he will be absent at the next meeting.

Trustee Hardy:

Hardy stated that the next HPC meeting is Monday, May 8th. History Colorado will be providing an overview on grants and how tax credits work.
There is a big meeting at Four Square Church for a Preservation Workshop on April 9th.
Hardy thanked staff for the Jim Anderson event.

Trustee Ayres:

Ayers thanked staff for clearing the snow on the streets.

Mayor Pro-Tem Grace:

Grace indicated that the Youth Advisory Commission will be meeting the morning of the 29th to discuss Scorch Fest.
Grace asked if there are any updates regarding the left hand turn arrows at HWY 287 and Berthoud Parkway, or the Spartan crossing. There are no updates.

2. Mayor – William Karspeck

Mayor Karspeck indicated that the Justin Bauer Memorial Highway sign was removed with the work being completed at the I-25 intersection. Kirk stated that he would reach out for the project engineer to follow up.

Karspeck asked in ProCode could come in and present how they conduct inspections. Kirk stated that it could be schedule and would likely be a 10-minute presentation. The MPO meeting is next Thursday at 6:00 P.M. in the Board Room. Karspeck shared a reminder that the LCSO Open House is on April 15th and any who wish to attend need to RSVP. Karspeck thanked staff for beginning to address the tree issues in Hammond Farm. Karspeck asked regarding a requirement for developers to place fiber optic conduit. Kirk indicated that PULSE recommended the Town not allow developers to decide where the conduit goes, but rather to collaborate with the fiber provider to identify locations like electric and gas companies would.

3. Staff – Town Administrator, Attorney

Administrator Kirk Reported:

The next Joint Board Meeting with the school district will occur on April 19th from 5-6:00 P.M. at the High School. The meeting will be a Joint Session with Planning Commission. Planning Commission will be having training regarding Quasi-Judicial hearings. Kirk indicated that a similar training will occur the beginning of June for the Board of Trustees.

VII. EXECUTIVE SESSION

Trustee Ayers moved to enter into Executive Session pursuant to C.R.S. Section 24-6-402(4)(f) for discussion of a personnel matter and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body of any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. And the following details are provided: Town Administrator Annual Evaluation. Mayor Pro-Tem Grace seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

VIII. ADJOURN

The meeting adjourned at 11:05 P.M.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

TOWN OF BERTHOUD AT A GLANCE

Monthly Report FEBRUARY 2023

- Sales & Use Tax revenue is 46% **over** budget for the month of February; \$1,082,388 was received and \$739,250 was budgeted.
- Town Revenue through February including transfers between funds is 20% **under** budget for 2023.
- Town Expenditures through February are 66% **under** budget for 2023.

Sales Tax Review

FEBRUARY	Berthoud Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined Total
2023	733,761.61	125,482.11	223,144.22	1,082,387.94
2022	720,699.45	90,659.36	372,532.18	1,183,890.99
2021	551,253.97	101,857.89	447,669.59	1,100,781.45
2020	428,998.02	79,287.04	260,194.74	768,479.80

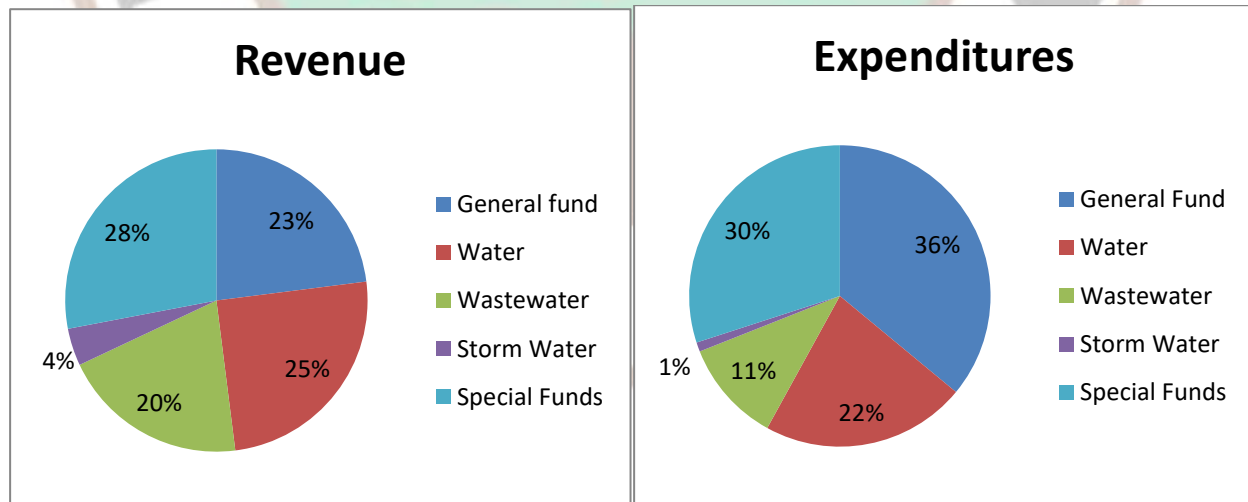
SALES TAX YEAR-TO-DATE FOR 2023

\$ 2,132,707.07

COMBINED STATEMENT OF REVENUES AND EXPENDITURES
FEBRUARY 2023

REVENUE	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	636,091	1,018,976	1,719,094	59%	10%
Water	656,605	1,107,547	1,397,482	79%	13%
Wastewater	506,808	915,756	821,752	111%	19%
Storm Water	113,160	200,833	156,267	129%	21%
Special Funds	876,800	1,262,530	1,555,575	81%	14%
TOTAL REVENUE	2,789,464	4,505,642	5,650,170	80%	13%

EXPENDITURES	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	541,073	1,264,247	2,963,551	43%	7%
Water	395,266	726,154	2,465,026	29%	5%
Wastewater	121,234	360,499	1,456,681	25%	4%
Storm Water	1,181	5,974	114,728	5%	1%
Special Funds	343,511	1,012,196	2,974,146	34%	6%
TOTAL EXPENDITURES	1,402,265	3,369,071	9,974,131	34%	6%

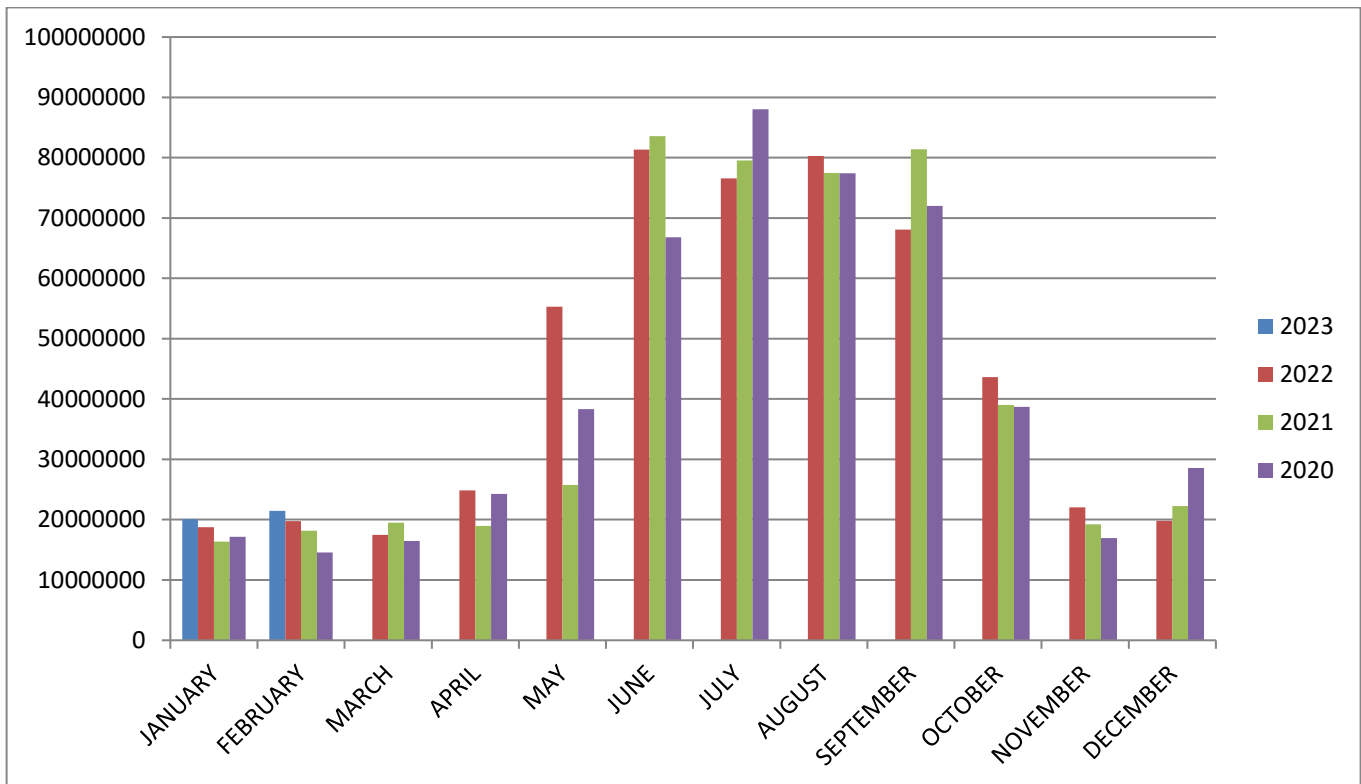


2023

	YEAR TO DATE TOTALS THRU FEBRUARY 2023
Single Family Permits	21
Overall Permit Total	80
Water Gallons Billed	41,492,000
Passports	265
Cemetery	6 Funerals

Building Permit & Permit Valuation by Year & 2023 YTD					
	2019	2020	2021	2022	2023 YTD
Single-Family home permits	341	499	511	215	21
All permits (roofing, decks, additions, etc.)	752	934	1110	809	80
Total Permit Value	\$124,840,545	\$119,451,932	\$238,661,288	\$164,526,847	\$15,669,779

BERTHOUD WATER USAGE



Personnel Summary

	Full-time	Part-time	Seasonal
Administration	12		
Code Enforcement	1		
Economic Development	1		
Planning-Building	3		
Streets	4		
Recreation	4		
Rec Center	6	74	
Parks-Forestry	8		
BATS	1	1	
Water-Wastewater	5		

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



BILLS SUMMARY FEBRUARY 2023 FINAL

BILLS ALLOWED

TOTAL BILLS	\$ 1,367,228
NET PAYROLL	\$ 239,958

Mayor William Karspeck

Mayor Pro-Tem Mike Grace

Trustee Karl Ayers

Trustee Jeff Butler

Trustee Tim Hardy

Trustee Sean Murphy

Trustee May Soricelli

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1100200400							
20123350							
02/23	02/01/2023	201233	Allstate	FEBRUARY	11-00-200400	Insurance Payable	800.05
20123351							
02/23	02/01/2023	201233	CIGNA	FEBRUARY	11-00-200400	Insurance Payable	28,055.63
20123352							
02/23	02/01/2023	201233	Guardian	FEBRUARY	11-00-200400	Insurance Payable	5,057.43
Total 1100200400:							33,913.11
1101501001							
73347							
02/23	02/01/2023	73347	Quadient Finance USA, Inc	01262023	11-01-5010.01	Office Supplies-General Office	1,450.00
73353							
02/23	02/08/2023	73353	Office Depot	Multiple	11-01-5010.01	Office Supplies-General Office	370.53
73368							
02/23	02/22/2023	73368	Office Depot	Multiple	11-01-5010.01	Office Supplies-General Office	512.60
73534							
02/23	02/08/2023	73534	Culligan of Cheyenne	40420	11-01-5010.01	Office Supplies-General Office	82.00
73557							
02/23	02/08/2023	73557	Pioneer Press of Greeley	89002	11-01-5010.01	Office Supplies-General Office	58.00
Total 1101501001:							2,473.13
1101501004							
73552							
02/23	02/08/2023	73552	Awards Unlimited	36527	11-01-5010.04	Office Supplies-Board	24.90
Total 1101501004:							24.90
1101501101							
73486							
02/23	02/01/2023	73486	Voice Exchange (Paragon	60405-45762	11-01-5011.01	Telephone-General Office	38.00
Total 1101501101:							38.00
1101501501							
73554							
02/23	02/08/2023	73554	Healthiest You	2023029744	11-01-5015.01	Insurance	616.00
Total 1101501501:							616.00
1101501707							
73477							
02/23	02/01/2023	73477	AJ's Backflow Testing	16596	11-01-5017.07	Building Maintenance-Town Hall	260.00
73574							
02/23	02/13/2023	73574	Terminix	429540139	11-01-5017.07	Building Maintenance-Town Hall	106.92
Total 1101501707:							366.92
1101502001							
73532							
02/23	02/08/2023	73532	Chargepoint	169196	11-01-5020.01	Professional Services-Admin	1,945.67
Total 1101502001:							1,945.67

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1101502103							
73346							
02/23	02/01/2023	73346	March, Olive & Sapienza, L	156729	11-01-5021.03	Municipal Judge	206.50
Total 1101502103:							206.50
1101502801							
73370							
02/23	02/22/2023	73370	Shred Vault Colorado	1309296	11-01-5028.01	Records Management	45.00
Total 1101502801:							45.00
1101503800							
73348							
02/23	02/02/2023	73348	Brookside Gardens	02022023	11-01-5038.00	Administrative Expenses	4,540.76
73349							
02/23	02/02/2023	73349	Sound of the Rockies Enter	245174	11-01-5038.00	Administrative Expenses	1,657.75
Total 1101503800:							6,198.51
1101503801							
73579							
02/23	02/13/2023	73579	PAKOR	Multiple	11-01-5038.01	Passport Expense	1,149.29
Total 1101503801:							1,149.29
1101504003							
73530							
02/23	02/08/2023	73530	Bell Gould Linder & Scott P	34409	11-01-5040.03	Attorney-Municipal Court	1,809.45
Total 1101504003:							1,809.45
1101504004							
73538							
02/23	02/08/2023	73538	Foote Law Firm	296	11-01-5040.04	Attorney-Board Meetings	2,200.00
Total 1101504004:							2,200.00
1101504601							
73355							
02/23	02/08/2023	73355	Tovar, Michelle	02082023	11-01-5046.01	Uniforms	64.10
Total 1101504601:							64.10
1101508907							
73490							
02/23	02/06/2023	73490	C&B Cleaning Services	Multiple	11-01-5089.07	Janitorial Service & Supplies	6,620.00
Total 1101508907:							6,620.00
1101509601							
73345							
02/23	02/01/2023	73345	Comcast	FEBRUARY	11-01-5096.01	Internet	20.60
Total 1101509601:							20.60

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1101524604							
73481							
02/23	02/01/2023	73481	Rockfan Entertainment	711	11-01-5246.04	Audio/Video Equipment Upgrade	4,649.82
Total 1101524604:							4,649.82
1101524701							
202068431							
02/23	02/08/2023	202068	Caselle Inc.	FEBRUARY	11-01-5247.01	Software-admin	1,728.00
Total 1101524701:							1,728.00
1102503404							
73485							
02/23	02/01/2023	73485	Larimer Humane Society	1024	11-02-5034.04	Animal Control	3,826.83
Total 1102503404:							3,826.83
1103501101							
73553							
02/23	02/08/2023	73553	Complete Wireless Technol	102683	11-03-5011.01	Telephone	165.00
Total 1103501101:							165.00
1103501202							
73378							
02/23	02/22/2023	73378	XCEL Energy	Multiple	11-03-5012.02	Utilities-Street Lights	1,094.71
73550							
02/23	02/08/2023	73550	XCEL Energy	JAN23-3	11-03-5012.02	Utilities-Street Lights	8,650.81
Total 1103501202:							9,745.52
1103501406							
73541							
02/23	02/08/2023	73541	Kwik Korner	JAN23	11-03-5014.06	Gas & Oil	2,386.84
Total 1103501406:							2,386.84
1103502106							
73494							
02/23	02/06/2023	73494	Mainstreet Car Care & Qui	55759	11-03-5021.06	Light Duty Veh/Equip Maint	510.10
73566							
02/23	02/09/2023	73566	University Auto Parts	JAN23	11-03-5021.06	Light Duty Veh/Equip Maint	1,015.69
Total 1103502106:							1,525.79
1103504102							
73589							
02/23	02/22/2023	73589	Loveland Barricade LLC	19588	11-03-5041.02	Equipment Rental	80.33
Total 1103504102:							80.33
1103504506							
73362							
02/23	02/22/2023	73362	Air Comfort	C005914	11-03-5045.06	Shop Operations	1,210.00
73366							
02/23	02/22/2023	73366	Cintas First Aid & Safety	Multiple	11-03-5045.06	Shop Operations	758.38

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1103504506:							1,968.38
1103504704							
73547							
02/23	02/08/2023	73547	Safety & Construction Sup	8897	11-03-5047.04	Signs & Signage	254.85
Total 1103504704:							254.85
1105508000							
73363							
02/23	02/22/2023	73363	Anchor Network Solutions,	41571	11-05-5080.00	Remove old swimming pool	375.00
Total 1105508000:							375.00
1106511006							
73595							
02/23	02/27/2023	73595	Crazy Good Marketing	3429	11-06-5110.06	Professional Serv-Consultants	96.10
Total 1106511006:							96.10
1107500801							
73488							
02/23	02/06/2023	73488	American DataBank LLC	2301279-1	11-07-5008.01	Physicals/Background	77.00
Total 1107500801:							77.00
1107501101							
73600							
02/23	02/28/2023	73600	Hilltop Broadband	1489-202302	11-07-5011.01	Telephone	261.56
Total 1107501101:							261.56
1107501209							
73558							
02/23	02/08/2023	73558	Poudre Valley REA	FEB23	11-07-5012.09	Utilities-facilities/gen parks	1,627.22
Total 1107501209:							1,627.22
1107504601							
73357							
02/23	02/09/2023	73357	Middlesworth, William	UNIFORM 2-	11-07-5046.01	Uniforms	253.07
Total 1107504601:							253.07
1107505503							
73352							
02/23	02/08/2023	73352	Mountain View Commercial	13193	11-07-5055.03	Restroom Maintenance	52.12
73543							
02/23	02/08/2023	73543	Mountain View Commercial	Multiple	11-07-5055.03	Restroom Maintenance	1,370.00
Total 1107505503:							1,422.12
1107505806							
73476							
02/23	02/01/2023	73476	4Rivers Equipment	Multiple	11-07-5058.06	Equipment Maint-Fleet	1,218.45

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1107505806:							1,218.45
1107505902							
73380							
02/23	02/27/2023	73380	City of Fort Collins	WNV-22-001	11-07-5059.02	Insect Control	3,391.84
Total 1107505902:							3,391.84
1107507003							
73489							
02/23	02/06/2023	73489	Black Eagle Fencing	2429	11-07-5070.03	Entry gate/fence	8,649.72
Total 1107507003:							8,649.72
1107509008							
73598							
02/23	02/28/2023	73598		215866974-0	11-07-5090.08	Equipment rental seasonal	1,951.70
Total 1107509008:							1,951.70
1108509503							
73551							
02/23	02/08/2023	73551	Anchor Network Solutions,	Multiple	11-08-5095.03	Computer Maintenance/Replace	13,295.17
Total 1108509503:							13,295.17
1108521502							
73545							
02/23	02/08/2023	73545	ProCode, Inc.	0095432	11-08-5215.02	Contract Inspections	23,002.74
Total 1108521502:							23,002.74
1110571000							
73495							
02/23	02/06/2023	73495	Malm Electrical Contractor	4150	11-10-5710.00	Security System	12,310.39
Total 1110571000:							12,310.39
1111500906							
73601							
02/23	02/28/2023	73601	Johnson, Anne	02222023	11-11-5009.06	Travel and Education	395.00
Total 1111500906:							395.00
1111501006							
73559							
02/23	02/09/2023	73559	Cardmember Service	JAN23-2	11-11-5010.06	Office Supplies	28,414.65
Total 1111501006:							28,414.65
1111518406							
73564							
02/23	02/09/2023	73564	North Front Range MPO	52053747	11-11-5184.06	Regional Fees- Admin	5,424.00
Total 1111518406:							5,424.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1111518603							
73377							
02/23	02/22/2023	73377	Sopher Sparr Architects	Multiple	11-11-5186.03	Zoning Code update	18,026.27
Total 1111518603:							18,026.27
1111518803							
73544							
02/23	02/08/2023	73544	Plan Tools LLC	23-6	11-11-5188.03	Comp Plan	8,070.63
Total 1111518803:							8,070.63
1111518902							
73562							
02/23	02/09/2023	73562	Berthoud Weekly Surveyor	37349	11-11-5189.02	DEVELOPMENT REVIEW	258.61
73590							
02/23	02/22/2023	73590	Norton & Smith, P.C.	JAN23	11-11-5189.02	DEVELOPMENT REVIEW	12,693.05
Total 1111518902:							12,951.66
1112501301							
73354							
02/23	02/08/2023	73354	Republic Services	FEBRUARY	11-12-5013.01	Trash	2,193.70
Total 1112501301:							2,193.70
1112503901							
73483							
02/23	02/01/2023	73483	Berthoud Village Shopping	FEB23	11-12-5039.01	HOA Fees	3,860.86
Total 1112503901:							3,860.86
1113500901							
73570							
02/23	02/13/2023	73570	FBI-LEEDA	200081491	11-13-5009.01	Education/Travel-Community	795.00
Total 1113500901:							795.00
1113502001							
73571							
02/23	02/13/2023	73571	Picture This Creative Servi	000231	11-13-5020.01	Prof Services-Community	300.00
Total 1113502001:							300.00
2000504002							
73591							
02/23	02/22/2023	73591	Vranesh & Raisch	Multiple	20-00-5040.02	Attorney Fees	20,182.13
Total 2000504002:							20,182.13
2000510302							
73360							
02/23	02/20/2023	73360	Northern Water	TU PERMIT	20-00-5103.02	Consultant Fees	500.00
Total 2000510302:							500.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2000510700							
73480							
02/23	02/01/2023	73480	RJH Consultants	55493	20-00-5107.00	New Water Storage design	19,350.76
73587							
02/23	02/22/2023	73587	Leonard Rice Engineers In	22207	20-00-5107.00	New Water Storage design	28,210.50
Total 2000510700:							47,561.26
2000510800							
73573							
02/23	02/13/2023	73573	Resource Central	5644	20-00-5108.00	Water Conservation Program	12,650.00
Total 2000510800:							12,650.00
2000520802							
73546							
02/23	02/08/2023	73546	Ramey Environmental	Multiple	20-00-5208.02	Raw Line Maintenance	98,489.18
Total 2000520802:							98,489.18
2100441000							
73403							
02/23	02/01/2023	73403	SKELTON, HELEN OR AN	274.1	21-00-4410-00	Sale of Water	1,064.95
73404							
02/23	02/06/2023	73404	HUSS, WILLIAM	2186.1	21-00-4410-00	Sale of Water	32.40
73496							
02/23	02/08/2023	73496	Custom On-Site Builders	Multiple	21-00-4410-00	Sale of Water	69.97
73497							
02/23	02/13/2023	73497	Sage Homes LLC	Multiple	21-00-4410-00	Sale of Water	382.25
Total 2100441000:							1,549.57
2100441100							
72228							
02/23	02/28/2023	72228	Alvarado Concepts, LLC	21BRD-0115	21-00-4411-00	Water Meters	935.00
Total 2100441100:							935.00
2100500901							
73555							
02/23	02/08/2023	73555	Matthews, Ken	FEB23	21-00-5009.01	Travel, Training	59.54
Total 2100500901:							59.54
2100501005							
73491							
02/23	02/06/2023	73491	Citizen Printing	119406	21-00-5010.05	Office Supplies- Utility Billi	184.00
Total 2100501005:							184.00
2100501203							
73611							
02/23	02/28/2023	73611	XCEL Energy	FEB23-2	21-00-5012.03	Utilities-Treatment	13,273.67
Total 2100501203:							13,273.67

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2100505702							
73536							
02/23	02/08/2023	73536	DBC Irrigation Supply	S4883120.00	21-00-5057.02	Repair, Maint, Supp Dist	123.14
73540							
02/23	02/08/2023	73540	Jones Excavating & Plumbi	5092	21-00-5057.02	Repair, Maint, Supp Dist	5,500.00
73597							
02/23	02/27/2023	73597	IXOM Watercare	6625669	21-00-5057.02	Repair, Maint, Supp Dist	4,693.00
73602							
02/23	02/28/2023	73602	Jones Excavating & Plumbi	Multiple	21-00-5057.02	Repair, Maint, Supp Dist	11,655.32
Total 2100505702:							21,971.46
2100505703							
73351							
02/23	02/08/2023	73351	Grainger	Multiple	21-00-5057.03	Repair, Maint, Supp Treat	162.14
Total 2100505703:							162.14
2100506003							
73369							
02/23	02/22/2023	73369	Riley Equipment Company	Multiple	21-00-5060.03	Chemicals-Treatment	17,389.66
73585							
02/23	02/22/2023	73585	DPC Industries Inc.	737000258-2	21-00-5060.03	Chemicals-Treatment	6,274.78
73605							
02/23	02/28/2023	73605	Nalco Company LLC	6601790437	21-00-5060.03	Chemicals-Treatment	36,136.02
Total 2100506003:							59,800.46
2100508103							
73596							
02/23	02/27/2023	73596	HOA Solutions	10892	21-00-5081.03	SCADA	10,732.25
Total 2100508103:							10,732.25
2100510603							
73482							
02/23	02/01/2023	73482	USA Bluebook	Multiple	21-00-5106.03	Lab Equipment/Supplies	1,361.84
Total 2100510603:							1,361.84
2100510902							
73478							
02/23	02/01/2023	73478	City of Fort Collins	97151	21-00-5109.02	Meters-repairs	401.00
73535							
02/23	02/08/2023	73535	Dana Kepner	Multiple	21-00-5109.02	Meters-repairs	14,803.24
Total 2100510902:							15,204.24
2100512401							
73604							
02/23	02/28/2023	73604	Loveland Lake And Ditch C	2023	21-00-5124.01	Water Assessments	31,211.52
73607							
02/23	02/28/2023	73607	Northern Water	03012023	21-00-5124.01	Water Assessments	125,623.07
Total 2100512401:							156,834.59

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2200530001							
73372							
02/23	02/22/2023	73372	Town Of Berthoud	REACTIVAT	22-00-5300.01	Bank Fees	5.00
73374							
02/23	02/22/2023	73374	Town Of Berthoud	REACTIVAT	22-00-5300.01	Bank Fees	5.00
Total 2200530001:							10.00
2200541000							
73344							
02/23	02/01/2023	73344	CDM Smith	90170149	22-00-5410.00	Treatment Plant Backwash Imp	5,935.31
73379							
02/23	02/27/2023	73379	Aslan Construction	7	22-00-5410.00	Treatment Plant Backwash Imp	30,344.58
73594							
02/23	02/27/2023	73594	CDM Smith	90171797	22-00-5410.00	Treatment Plant Backwash Imp	4,157.66
Total 2200541000:							40,437.55
2300441000							
73499							
02/23	02/21/2023	73499	ALBRIGHT, ALYSE R. & S	1523.2	23-00-4410-00	Wastewater Charges	179.24
Total 2300441000:							179.24
2300501004							
73487							
02/23	02/06/2023	73487	USPS-Berthoud	FEB23	23-00-5010.04	Office Supplies	2,442.22
Total 2300501004:							2,442.22
2300501201							
73560							
02/23	02/09/2023	73560	AGFINITY INC	Multiple	23-00-5012.01	Utilities	3,796.14
73567							
02/23	02/09/2023	73567	XCEL Energy	814820637	23-00-5012.01	Utilities	52.86
73572							
02/23	02/13/2023	73572	Poudre Valley REA	JAN23-3	23-00-5012.01	Utilities	255.01
73588							
02/23	02/22/2023	73588	Little Thompson Water Dist	JAN23-3	23-00-5012.01	Utilities	149.60
73593							
02/23	02/22/2023	73593	Poudre Valley REA	FEB23-2	23-00-5012.01	Utilities	5,800.44
73608							
02/23	02/28/2023	73608	Poudre Valley REA	FEB23-3	23-00-5012.01	Utilities	19,515.31
Total 2300501201:							29,569.36
2300501203							
73542							
02/23	02/08/2023	73542	Little Thompson Water Dist	JAN23-2	23-00-5012.03	Utilities	2,152.12
Total 2300501203:							2,152.12
2300502204							
73603							
02/23	02/28/2023	73603	Little Thompson Water Dist	11672	23-00-5022.04	GIS Data Mapping	5,847.75

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 2300502204:							5,847.75
2300505703							
73549							
02/23	02/08/2023	73549	UNCC	223010158	23-00-5057.03	Repair, Maint. & Supplies	261.87
Total 2300505703:							261.87
2300509004							
73539							
02/23	02/08/2023	73539	Hinkle & Company	12178	23-00-5090.04	Audit	8,200.00
Total 2300509004:							8,200.00
2300510802							
73533							
02/23	02/08/2023	73533	Colorado Analytical Labs, I	Multiple	23-00-5108.02	Lab Tests	2,598.30
Total 2300510802:							2,598.30
2300511401							
73479							
02/23	02/01/2023	73479	Denali Water Solutions	Multiple	23-00-5114.01	Sludge Hauling	2,422.03
73537							
02/23	02/08/2023	73537	Denali Water Solutions	387548	23-00-5114.01	Sludge Hauling	1,224.03
Total 2300511401:							3,646.06
2300545106							
73365							
02/23	02/22/2023	73365	Burns & McDonnell Engine	152043-1	23-00-5451.06	Plant Equipment Replacement	15,240.00
Total 2300545106:							15,240.00
2400501900							
22823315							
02/23	02/28/2023	228233	Alfa Construction LLC	FEBRUARY	24-00-5019.00	ALFA Line Reimbursement	16,107.30
Total 2400501900:							16,107.30
2400527300							
73371							
02/23	02/22/2023	73371	Tetra Tech, Inc.	Multiple	24-00-5273.00	WW Master Plan	109,882.25
Total 2400527300:							109,882.25
2400530000							
73373							
02/23	02/22/2023	73373	Town Of Berthoud	REACTIVAT	24-00-5300.00	Bank Fees	5.00
73375							
02/23	02/22/2023	73375	Town Of Berthoud	REACTIVAT	24-00-5300.00	Bank Fees	5.00
Total 2400530000:							10.00
3100502202							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
73563							
02/23	02/09/2023	73563	DeFalco Construction Com	03	31-00-5022.02	Bike Park plan	39,557.05
73578							
02/23	02/13/2023	73578	e3 Signs	135179	31-00-5022.02	Bike Park plan	1,961.23
Total 3100502202:							41,518.28
3100520702							
73177							
02/23	02/08/2023	73177	Berthoud Local	12122022	31-00-5207.02	Pioneer Park Community Garden	630.76-
73350							
02/23	02/08/2023	73350	Berthoud Local	12122022	31-00-5207.02	Pioneer Park Community Garden	630.76
Total 3100520702:							.00
3400507202							
73356							
02/23	02/09/2023	73356	Blood Hound	510991	34-00-5072.02	Tree Maint.-Parks	925.00
Total 3400507202:							925.00
3600430600							
73665							
02/23	02/28/2023	73665	Larimer County Sales Tax	FEBRUARY	36-00-4306-00	County Open Space Revenue	43,142.75
Total 3600430600:							43,142.75
3600517100							
73548							
02/23	02/08/2023	73548	The Trust for Public Land	01242023	36-00-5171.00	Land Acquisition	200,000.00
Total 3600517100:							200,000.00
3600522000							
73568							
02/23	02/13/2023	73568	Baseline Engineering Corp.	Multiple	36-00-5220.00	Waggener Farm Park Const	66,954.20
73575							
02/23	02/13/2023	73575	Wenk Associates, Inc.	501072	36-00-5220.00	Waggener Farm Park Const	5,932.25
Total 3600522000:							72,886.45
3600526500							
73376							
02/23	02/22/2023	73376	XCEL Energy	815778199	36-00-5265.00	Jaskowski Property Maint	251.18
Total 3600526500:							251.18
3700471000							
73361							
02/23	02/20/2023	73361	Quigley, David or Lequita	K 57	37-00-4710-00	Lot Sales	200.00
Total 3700471000:							200.00
3700505702							
73493							
02/23	02/06/2023	73493	MAC Equipment INC	422574	37-00-5057.02	Repair & Maintenance	311.99

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
73565							
02/23	02/09/2023	73565	PIONEER	Multiple	37-00-5057.02	Repair & Maintenance	197.04
Total 3700505702:							509.03
3900503901							
73343							
02/23	02/01/2023	73343	CASTA	2023	39-00-5039.01	Dues	286.46
Total 3900503901:							286.46
3900511402							
22823330							
02/23	02/28/2023	228233	WEX BANK	FEBRUARY	39-00-5114.02	Gas & Oil	2,753.78
Total 3900511402:							2,753.78
4000511400							
73584							
02/23	02/22/2023	73584	BNSF Railway Company	90247975	40-00-5114.00	Spartan Design and Crossing	4,493.30
73586							
02/23	02/22/2023	73586	HDR Engineering	1200499987	40-00-5114.00	Spartan Design and Crossing	7,449.50
Total 4000511400:							11,942.80
4100522100							
73531							
02/23	02/08/2023	73531	BHA Design, Inc.	Multiple	41-00-5221.00	Downtown Sidewalk Replacement	22,851.00
73592							
02/23	02/22/2023	73592	BHA Design, Inc.	Multiple	41-00-5221.00	Downtown Sidewalk Replacement	4,145.00
Total 4100522100:							26,996.00
5100461000							
73689							
02/23	02/28/2023	73689	Town of Johnstown	FEBRUARY	51-00-4610-00	Sales Tax Revenue	6,501.75
Total 5100461000:							6,501.75
5100523900							
73364							
02/23	02/22/2023	73364	Baseline Engineering Corp.	27152	51-00-5239.00	Street Improvements	1,451.75
Total 5100523900:							1,451.75
5201501101							
73484							
02/23	02/01/2023	73484	Hilltop Broadband	Multiple	52-01-5011.01	Telephone/Internet	585.28
Total 5201501101:							585.28
5201501201							
73576							
02/23	02/13/2023	73576	XCEL Energy	JAN23-4	52-01-5012.01	Utilities	19,031.42
Total 5201501201:							19,031.42

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
5201505601							
73492							
02/23	02/06/2023	73492	Lefthand Printworks	2894	52-01-5056.01	Brochures/Advertising/Printing	191.25
Total 5201505601:							191.25
5201524701							
73569							
02/23	02/13/2023	73569	DaySmart Recreation	00877181	52-01-5247.01	Computer Software	1,408.28
Total 5201524701:							1,408.28
5205505701							
73561							
02/23	02/09/2023	73561	Associated Supply Compa	A101572	52-05-5057.01	Equipment Maintenance/Repair	190.93
Total 5205505701:							190.93
5206502004							
73610							
02/23	02/28/2023	73610	Wellbeats	72612	52-06-5020.04	Purchased Services	249.00
Total 5206502004:							249.00
5207502004							
73599							
02/23	02/28/2023	73599	101 Sports	924 & 1446	52-07-5020.04	Purchased Services	2,100.00
73609							
02/23	02/28/2023	73609	Tang Soo Do Concepts LL	921	52-07-5020.04	Purchased Services	1,062.60
Total 5207502004:							3,162.60
5208502031							
73367							
02/23	02/22/2023	73367	Northern Colorado Sports	9233	52-08-5020.31	Officials-Adult Volleyball	765.00
73556							
02/23	02/08/2023	73556	Northern Colorado Sports	9194	52-08-5020.31	Officials-Adult Volleyball	965.00
73606							
02/23	02/28/2023	73606	Northern Colorado Sports	9275	52-08-5020.31	Officials-Adult Volleyball	750.00
Total 5208502031:							2,480.00
5209505012							
73577							
02/23	02/13/2023	73577	BSN Sports, LLC	920462169	52-09-5050.12	Equipment-Youth Basketball	446.55
Total 5209505012:							446.55
Grand Totals:							1,365,662.28

February 2023

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

	GENERAL FUND					PERCENTAGE
	REVENUE					YTD ACTUAL vs
						YTD BUDGET
	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET		
TAXES	\$ 230,234.84	\$ 274,480.47	\$ 1,247,600.00	\$ 7,485,600.00	22.0%	
LICENSES & PERMITS	\$ 21,192.35	\$ 35,312.85	\$ 40,666.67	\$ 244,000.00	86.8%	
INTERGOVERNMENTAL REVENUE	\$ 33,441.62	\$ 46,245.62	\$ 65,180.67	\$ 391,084.00	70.9%	
FINES	\$ 1,390.00	\$ 2,757.00	\$ 2,583.33	\$ 15,500.00	106.7%	
MISCELLANEOUS	\$ 273,934.13	\$ 543,600.47	\$ 261,333.33	\$ 1,568,000.00	208.0%	
TRANSFERS	\$ 30,907.72	\$ 59,415.23	\$ 59,385.50	\$ 356,313.00	100.1%	
PROPERTY SALES & DONATIONS & INS CLAIM	\$ -	\$ -	\$ -	\$ -	0.0%	
RECREATION	\$ 35,856.35	\$ 39,457.85	\$ 25,975.83	\$ 155,855.00	151.9%	
PARKS	\$ 797.00	\$ 978.00	\$ 1,283.33	\$ 7,700.00	76.2%	
LEASE REVENUE	\$ 8,336.97	\$ 16,728.94	\$ 15,085.00	\$ 90,510.00	110.9%	
TOTAL REVENUE GENERAL FUND	\$ 636,090.98	\$ 1,018,976.43	\$ 1,719,093.67	\$ 10,314,562.00	59.3%	

<u>ADMINISTRATION</u>					<u>PERCENTAGE</u>
					<u>YTD ACTUAL vs</u>
<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
ADMIN SALARIES/TAXES/BENEFITS	\$ 95,240.31	\$ 209,209.28	\$ 242,943.17	\$ 1,457,659.00	86.1%
GENERAL OFFICE OTHER	\$ 43,166.70	\$ 200,984.95	\$ 110,225.83	\$ 661,355.00	182.3%
ELECTIONS	\$ -	\$ -	\$ 1,000.00	\$ 6,000.00	0.0%
MUNICIPAL COURT	\$ 2,301.53	\$ 4,266.58	\$ 7,300.00	\$ 43,800.00	58.4%
BOARD & BOARD MEETINGS	\$ 5,565.60	\$ 17,226.50	\$ 10,683.33	\$ 64,100.00	161.2%
FINANCE	\$ 80.41	\$ 3,079.41	\$ 3,333.33	\$ 20,000.00	92.4%
BUILDING MAINTENANCE	\$ 1,887.73	\$ 8,662.92	\$ 17,666.67	\$ 106,000.00	49.0%
COMMUNITY SUPPORT	\$ 5,715.00	\$ 5,715.00	\$ 1,166.67	\$ 7,000.00	489.9%
NON-ENTITLEMENT FUNDS	\$ -	\$ -	\$ 380,962.50	\$ 2,285,775.00	0.0%
TRANSFERS	\$ 1,666.67	\$ 3,333.34	\$ 3,333.33	\$ 20,000.00	100.0%
TOTAL ADMIN EXPENDITURES	\$ 155,623.95	\$ 452,477.98	\$ 778,614.83	\$ 4,671,689.00	58.1%
<u>PUBLIC SAFETY DEPARTMENT</u>					<u>PERCENTAGE</u>
					<u>YTD ACTUAL vs</u>
<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
CODE ENFORCEMENT (INCLUDES SALARY)	\$ 5,367.42	\$ 9,821.53	\$ 14,436.00	\$ 86,616.00	68.0%
TELEPHONE/OFFICE SUPPLIES/ADMIN	\$ -	\$ -	\$ 1,250.00	\$ 7,500.00	0.0%
ANIMAL CONTROL	\$ 3,826.83	\$ 7,653.66	\$ 7,666.67	\$ 46,000.00	99.8%
TRAFFIC CONTROL/PEDESTRIAN SAFETY	\$ -	\$ -	\$ 166.67	\$ 1,000.00	0.0%
DRUG EDUCATION	\$ -	\$ -	\$ 2,833.33	\$ 17,000.00	0.0%
LARIMER COUNTY SHERIFF	\$ -	\$ -	\$ 377,500.00	\$ 2,265,000.00	0.0%
TOTAL PUBLIC SAFETY EXPENDITURES	\$ 9,194.25	\$ 17,475.19	\$ 403,852.67	\$ 2,423,116.00	4.3%
<u>STREETS DEPARTMENT</u>					<u>PERCENTAGE</u>
					<u>YTD ACTUAL vs</u>
<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 29,829.22	\$ 60,054.40	\$ 83,461.00	\$ 500,766.00	72.0%
ADMINISTRATION OTHER	\$ 1,118.25	\$ 2,093.76	\$ 8,000.00	\$ 48,000.00	26.2%
STREET REPAIR/MAINTENANCE	\$ 16,312.21	\$ 27,859.11	\$ 37,416.67	\$ 224,500.00	74.5%
WEED CONTROL	\$ -	\$ -	\$ 500.00	\$ 3,000.00	0.0%
SIGNAGE	\$ 746.00	\$ 1,829.85	\$ 6,666.67	\$ 40,000.00	27.4%
SNOW REMOVAL	\$ 3,258.00	\$ 30,597.00	\$ 19,166.67	\$ 115,000.00	159.6%
SHOP & VEHICLE MAINTENANCE	\$ 12,248.50	\$ 18,602.60	\$ 24,500.00	\$ 147,000.00	75.9%
TOTAL STREETS EXPENDITURES	\$ 63,512.18	\$ 141,036.72	\$ 179,711.00	\$ 1,078,266.00	78.5%

RECREATION DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
ADMIN SALARIES/TAXES/BENEFITS	\$ 23,808.65	\$ 47,864.12	\$ 57,838.17	\$ 347,029.00	82.8%
ADMINISTRATION (SUPPLIES, CONCESSIONS)	\$ 3,787.79	\$ 4,669.00	\$ 11,680.00	\$ 70,080.00	40.0%
FLAG FOOTBALL	\$ -	\$ -	\$ 2,091.67	\$ 12,550.00	0.0%
TRACK	\$ -	\$ -	\$ 801.67	\$ 4,810.00	0.0%
TENNIS	\$ -	\$ -	\$ 1,430.00	\$ 8,580.00	0.0%
ADULT SOFTBALL	\$ -	\$ -	\$ 856.67	\$ 5,140.00	0.0%
YOUTH BASEBALL	\$ 393.61	\$ 474.58	\$ 2,950.00	\$ 17,700.00	16.1%
YOUTH SOFTBALL	\$ -	\$ -	\$ 1,776.33	\$ 10,658.00	0.0%
ADULT KICKBALL	\$ -	\$ -	\$ 636.67	\$ 3,820.00	0.0%
SOCCER	\$ -	\$ -	\$ 3,593.33	\$ 21,560.00	0.0%
CAMPS/TOURNAMENTS	\$ -	\$ -	\$ 1,050.00	\$ 6,300.00	0.0%
ADDITIONAL PROGRAMS	\$ -	\$ -	\$ 1,205.00	\$ 7,230.00	0.0%
TOTAL RECREATION EXPENDITURES	\$ 27,990.05	\$ 53,007.70	\$ 85,909.50	\$ 515,457.00	61.7%

PARKS DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 24,002.54	\$ 44,533.29	\$ 104,186.17	\$ 625,117.00	42.7%
ADMINISTRATION OTHER	\$ 2,382.31	\$ 3,429.07	\$ 6,258.33	\$ 37,550.00	54.8%
INSECT CONTROL	\$ -	\$ -	\$ 7,500.00	\$ 45,000.00	0.0%
FACILITIES MAINTENANCE	\$ 830.63	\$ 11,087.04	\$ 6,250.00	\$ 37,500.00	177.4%
TURF/BALLFIELDS	\$ 1,060.92	\$ 4,118.63	\$ 14,500.00	\$ 87,000.00	28.4%
GENERAL PARKS	\$ 3,731.14	\$ 4,825.10	\$ 14,416.67	\$ 86,500.00	33.5%
FLEET MAINTENANCE	\$ 2,735.24	\$ 5,715.01	\$ 3,833.33	\$ 23,000.00	149.1%
SEASONAL DECORATIONS/BANNERS	\$ 1,951.70	\$ 1,951.70	\$ 3,666.67	\$ 22,000.00	53.2%
TRANSFER TO FORESTRY	\$ 41,666.67	\$ 83,333.34	\$ 83,333.33	\$ 500,000.00	100.0%
TOTAL PARKS EXPENDITURES	\$ 78,361.15	\$ 158,993.18	\$ 243,944.50	\$ 1,463,667.00	65.2%

ECONOMIC DEVELOPMENT

EXPENDITURES						<u>PERCENTAGE</u>
						<u>YTD ACTUAL vs</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>	
SALARIES/TAXES/BENEFITS	\$ 11,377.62	\$ 22,755.24	\$ 25,777.67	\$ 154,666.00		88.3%
ADMINISTRATION OTHER	\$ 159.93	\$ 399.43	\$ 1,631.67	\$ 9,790.00		24.5%
BUSINESS DEVELOPMENT/MARKETING	\$ 1,631.50	\$ 22,782.70	\$ 16,118.33	\$ 96,710.00		141.3%
GRANTS - MARKET STUDY & FAÇADE/SIGN	\$ -	\$ -	\$ 8,333.33	\$ 50,000.00		0.0%
TOTAL ECONOMIC DEV EXPENDITURES	\$ 13,169.05	\$ 45,937.37	\$ 51,861.00	\$ 311,166.00		88.6%

BUILDING DEPARTMENT

EXPENDITURES						<u>PERCENTAGE</u>
						<u>YTD ACTUAL vs</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>	
SALARIES/TAXES/BENEFITS	\$ 16,595.93	\$ 33,049.55	\$ 36,872.33	\$ 221,234.00		89.6%
ADMINISTRATION OTHER	\$ 455.85	\$ 792.20	\$ 2,122.50	\$ 12,735.00		37.3%
INSPECTIONS	\$ 46,697.53	\$ 69,700.27	\$ 88,000.00	\$ 528,000.00		79.2%
TOTAL BUILDING DEPARMENT EXPENDITURES	\$ 63,749.31	\$ 103,542.02	\$ 126,994.83	\$ 761,969.00		81.5%

PLANNING DEPARTMENT

EXPENDITURES						<u>PERCENTAGE</u>
						<u>YTD ACTUAL vs</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>	
SALARIES/TAXES/BENEFITS	\$ 3,541.94	\$ 13,317.94	\$ 44,648.00	\$ 267,888.00		29.8%
ADMINISTRATION OTHER	\$ 1,268.22	\$ 3,685.88	\$ 3,515.00	\$ 21,090.00		104.9%
COMMISSION SUPPORT	\$ 31.20	\$ 31.20	\$ 1,916.67	\$ 11,500.00		1.6%
DEVELOPMENT REVIEW	\$ 64,533.52	\$ 122,121.52	\$ 10,000.00	\$ 60,000.00		0.0%
COMPREHENSIVE PLANNING	\$ 7,037.23	\$ 24,214.86	\$ 15,500.00	\$ 93,000.00		156.2%
TOTAL PLANNING DEPARTMENT EXPENDITURES	\$ 76,412.11	\$ 163,371.40	\$ 75,579.67	\$ 453,478.00		216.2%

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

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 5,710.96	\$ 11,421.91	\$ 10,608.50	\$ 63,651.00	107.7%
ADMINISTRATION OTHER	\$ 595.96	\$ 1,390.96	\$ 740.83	\$ 4,445.00	187.8%
COMMUNITY SUPPORT	\$ 456.00	\$ 2,469.75	\$ 6,316.67	\$ 37,900.00	39.1%
TOTAL ECONOMIC DEV EXPENDITURES	\$ 6,762.92	\$ 15,282.62	\$ 17,666.00	\$ 105,996.00	86.5%

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

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
INSURANCE AND TAXES	\$ -	\$ -	\$ 4,666.67	\$ 28,000.00	0.0%
BUILDING MAINTENANCE	\$ 1,518.91	\$ 2,892.81	\$ 1,183.33	\$ 7,100.00	244.5%
BUILDING REPAIRS	\$ -	\$ -	\$ -	\$ -	0.0%
HOA FEES	\$ 3,860.86	\$ 7,721.72	\$ 8,000.00	\$ 48,000.00	96.5%
PURCHASE/DEVELOPMENT EXPENSE	\$ -	\$ -	\$ -	\$ -	0.0%
ADMINISTRATION FEES	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL MOUNTAIN AVE EXPENDITURES	\$ 5,379.77	\$ 10,614.53	\$ 13,850.00	\$ 83,100.00	76.6%

PERCENTAGE**YTD ACTUAL vs**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL G.F.C.I. EXPENDITURES	\$ 40,918.75	\$ 77,508.52	\$ 963,000.00	\$ 5,778,000.00	8.0%
TOTAL CONTRIBUTION EXPENDITURES	\$ -	\$ 25,000.00	\$ 22,566.66	\$ 135,400.00	110.8%

TOTAL EXPENDITURES GENERAL FUND	\$ 541,073.49	\$ 1,264,247.23	\$ 2,963,550.66	\$ 17,781,304.00
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TOTAL REVENUE OVER EXPENDITURES	\$ 95,017.49	\$ (245,270.80)	\$ (1,244,456.99)	\$ (7,466,742.00)
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WATER FUND**SOURCE OF SUPPLY****PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL SOURCE OF SUPPLY REVENUE	\$ 265,187.56	\$ 418,703.91	\$ 348,916.66	\$ 2,093,500.00	120.0%
TOTAL SOURCE OF SUPPLY EXPENDITURES	\$ 76,093.70	\$ 134,574.62	\$ 1,419,075.00	\$ 8,514,450.00	9.5%
NET REVENUE OVER EXPENDITURES	\$ 189,093.86	\$ 284,129.29	\$ (1,070,158.34)	\$ (6,420,950.00)	

WATER OPERATIONS & MAINTENANCE**PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL WATER OPERATING REVENUE	\$ 202,529.31	\$ 430,199.73	\$ 657,000.00	\$ 3,942,000.00	65.5%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 30,992.59	\$ 62,133.06	\$ 125,360.17	\$ 752,161.00	49.6%
ADMINISTRATION OTHER	\$ 162,160.97	\$ 283,875.94	\$ 71,800.00	\$ 430,800.00	395.4%
DISTRIBUTION	\$ 12,340.25	\$ 39,725.02	\$ 80,266.67	\$ 481,600.00	49.5%
TREATMENT	\$ 52,554.96	\$ 82,384.81	\$ 132,166.67	\$ 793,000.00	62.3%
PROFESSIONAL SERVICES	\$ 37,298.47	\$ 77,559.17	\$ 99,166.67	\$ 595,000.00	78.2%
UTILITY BILLING	\$ 399.75	\$ 983.50	\$ 2,200.00	\$ 13,200.00	44.7%
IMPROVEMENTS	\$ 5,040.00	\$ 4,000.00	\$ 225,000.00	\$ 1,350,000.00	1.8%
TRANSFER	\$ 18,375.00	\$ 36,750.00	\$ 109,980.67	\$ 659,884.00	33.4%
TOTAL WATER OPERATING EXPENDITURES	\$ 319,161.99	\$ 587,411.50	\$ 845,940.83	\$ 5,075,645.00	69.4%
NET REVENUE OVER EXPENDITURES	\$ (116,632.68)	\$ (157,211.77)	\$ (188,940.83)	\$ (1,133,645.00)	

WATER PLANT CAPITAL IMPROVEMENTS**PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL WATER PLANT CAPITAL REVENUE	\$ 188,888.00	\$ 258,643.42	\$ 391,565.66	\$ 2,349,394.00	66.1%
TOTAL WATER PLANT CAPITAL EXPENDITURES	\$ 10.00	\$ 4,167.66	\$ 200,010.00	\$ 1,200,060.00	2.1%
NET REVENUE OVER EXPENDITURES	\$ 188,878.00	\$ 254,475.76	\$ 191,555.66	\$ 1,149,334.00	

TOTAL WATER FUND REVENUE	\$ 656,604.87	\$ 1,107,547.06	\$ 1,397,482.32	\$ 8,384,894.00	79.3%
TOTAL WATER FUND EXPENDITURES	\$ 395,265.69	\$ 726,153.78	\$ 2,465,025.83	\$ 14,790,155.00	29.5%
NET REVENUE OVER EXPENDITURES	\$ 261,339.18	\$ 381,393.28	\$ (1,067,543.51)	\$ (6,405,261.00)	

WASTEWATER FUND**WASTEWATER OPERATIONS & MAINTENANCE**

					PERCENTAGE
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u>
					<u>YTD BUDGET</u>
TOTAL WASTEWATER REVENUE	\$ 299,570.50	\$ 622,991.61	\$ 505,083.34	\$ 3,030,500.00	123.3%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 10,234.25	\$ 19,820.65	\$ 28,657.50	\$ 171,945.00	69.2%
ADMINISTRATION OTHER	\$ 4,086.21	\$ 122,611.99	\$ 31,005.00	\$ 186,030.00	395.5%
MAIN WASTEWATER TREATMENT PLANT	\$ 35,844.38	\$ 66,474.70	\$ 90,958.33	\$ 545,750.00	73.1%
REGIONAL I-25 TREATMENT PLAN	\$ 475.43	\$ 2,649.06	\$ 14,375.00	\$ 86,250.00	18.4%
COLLECTION SYSTEM	\$ 646.84	\$ 1,160.04	\$ 33,750.00	\$ 202,500.00	3.4%
PROFESSIONAL SERVICES	\$ 44,680.34	\$ 91,080.81	\$ 91,833.33	\$ 551,000.00	99.2%
UTILITY BILLING	\$ 399.75	\$ 799.50	\$ 2,200.00	\$ 13,200.00	36.3%
TRANSFER	\$ 8,750.00	\$ 17,500.00	\$ 17,500.00	\$ 105,000.00	100.0%
IMPROVEMENTS	\$ -	\$ 7,620.00	\$ 284,166.67	\$ 1,705,000.00	2.7%
BOND	\$ -	\$ -	\$ 151,391.67	\$ 908,350.00	0.0%
TOTAL WASTEWATER EXPENDITURES	\$ 105,117.20	\$ 329,716.75	\$ 745,837.50	\$ 4,475,025.00	44.2%
NET REVENUE OVER EXPENDITURES	\$ 194,453.30	\$ 293,274.86	\$ (240,754.16)	\$ (1,444,525.00)	

WASTEWATER CAPITAL IMPROVEMENTS

					PERCENTAGE
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u>
					<u>YTD BUDGET</u>
TOTAL WASTEWATER CAPITAL REVENUE	\$ 207,237.45	\$ 292,764.76	\$ 316,668.34	\$ 1,900,010.00	92.5%
TOTAL WASTEWATER CAPITAL EXPENDITURES	\$ 16,117.30	\$ 30,782.25	\$ 710,843.34	\$ 4,265,060.00	4.3%
NET REVENUE OVER EXPENDITURES	\$ 191,120.15	\$ 261,982.51	\$ (394,175.00)	\$ (2,365,050.00)	
TOTAL WASTEWATER FUND REVENUE	\$ 506,807.95	\$ 915,756.37	\$ 821,751.68	\$ 4,930,510.00	111.4%
TOTAL WASTEWATER FUND EXPENDITURES	\$ 121,234.50	\$ 360,499.00	\$ 1,456,680.84	\$ 8,740,085.00	24.7%
TOTAL REVENUE OVER EXPENDITURES	\$ 385,573.45	\$ 555,257.37	\$ (634,929.16)	\$ (3,809,575.00)	

STORM WATER FACILITIES FUND**STORM WATER OPERATIONS & MAINTENANCE****PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL STORM WATER REVENUE	\$ 56,929.74	\$ 117,539.03	\$ 80,166.66	\$ 481,000.00	146.6%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ -	\$ 361.05	\$ -	\$ -	#DIV/0!
ADMINISTRATION OTHER	\$ 875.00	\$ 1,750.00	\$ 3,885.00	\$ 23,310.00	45.0%
STREET CLEANING	\$ 305.93	\$ 305.93	\$ 14,166.67	\$ 85,000.00	2.2%
PROFESSIONAL SERVICES	\$ -	\$ 3,557.50	\$ 13,333.33	\$ 80,000.00	26.7%
IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL STORM WATER EXPENDITURES	\$ 1,180.93	\$ 5,974.48	\$ 31,385.00	\$ 188,310.00	19.0%
NET REVENUE OVER EXPENDITURES	\$ 55,748.81	\$ 111,564.55	\$ 48,781.66	\$ 292,690.00	

STORM WATER CAPITAL IMPROVEMENTS**PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL STORM WATER CAPITAL REVENUE	\$ 56,230.09	\$ 83,294.22	\$ 76,100.00	\$ 456,600.00	109.5%
TOTAL STORM WATER CAPITAL EXPENDITURES	\$ -	\$ -	\$ 83,343.34	\$ 500,060.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 56,230.09	\$ 83,294.22	\$ (7,243.34)	\$ (43,460.00)	
TOTAL STORM WATER FUND REVENUE	\$ 113,159.83	\$ 200,833.25	\$ 156,266.66	\$ 937,600.00	128.5%
TOTAL STORM WATER FUND EXPENDITURES	\$ 1,180.93	\$ 5,974.48	\$ 114,728.34	\$ 688,370.00	5.2%
TOTAL REVENUE OVER EXPENDITURES	\$ 111,978.90	\$ 194,858.77	\$ 41,538.32	\$ 249,230.00	

SPECIAL REVENUE FUNDS**PARK DEVELOPMENT**

	<u>CURRENT MONTH</u>		<u>YTD ACTUAL</u>		<u>YTD BUDGET</u>		<u>TOTAL 2023 BUDGET</u>		<u>PERCENTAGE</u> <u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL PARK DEVELOPMENT REVENUE	\$ 72,656.35	\$	103,272.49	\$	109,733.34	\$	658,400.00		94.1%
TOTAL PARK DEVELOPMENT EXPENDITURES	\$ 85,761.55	\$	131,945.55	\$	200,010.00	\$	1,200,060.00		66.0%
NET REVENUE OVER EXPENDITURES	\$ (13,105.20)	\$	(28,673.06)	\$	(90,276.66)	\$	(541,660.00)		

PARK DEDICATION

	<u>CURRENT MONTH</u>		<u>YTD ACTUAL</u>		<u>YTD BUDGET</u>		<u>TOTAL 2023 BUDGET</u>		<u>PERCENTAGE</u> <u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL PARK DEDICATION REVENUE	\$ 18,284.20	\$	26,021.74	\$	33,333.34	\$	200,000.00		78.1%
TOTAL PARK DEDICATION EXPENDITURES	\$ -	\$	-	\$	256,760.00	\$	1,540,560.00		0.0%
NET REVENUE OVER EXPENDITURES	\$ 18,284.20	\$	26,021.74	\$	(223,426.66)	\$	(1,340,560.00)		

PUBLIC FACILITIES

	<u>CURRENT MONTH</u>		<u>YTD ACTUAL</u>		<u>YTD BUDGET</u>		<u>TOTAL 2023 BUDGET</u>		<u>PERCENTAGE</u> <u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL PUBLIC FACILITIES REVENUE	\$ 107,719.87	\$	121,353.05	\$	77,033.34	\$	462,200.00		157.5%
TOTAL PUBLIC FACILITIES EXPENDITURES	\$ -	\$	-	\$	58,343.34	\$	350,060.00		0.0%
NET REVENUE OVER EXPENDITURES	\$ 107,719.87	\$	121,353.05	\$	18,690.00	\$	112,140.00		

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

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL CONSERVATION TRUST REVENUE	\$ 42,866.06	\$ 85,719.62	\$ 98,416.66	\$ 590,500.00	87.1%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 22,204.20	\$ 43,700.20	\$ 55,493.00	\$ 332,958.00	78.7%
ADMINISTRATION OTHER	\$ 1,417.08	\$ 3,252.39	\$ 4,301.67	\$ 25,810.00	75.6%
PARK MAINTENANCE & IMPROVEMENTS	\$ -	\$ -	\$ 14,833.33	\$ 89,000.00	0.0%
TREE MAINTENANCE	\$ 774.96	\$ 774.96	\$ 11,583.33	\$ 69,500.00	6.7%
EAB RESPONSE	\$ -	\$ -	\$ 7,500.00	\$ 45,000.00	0.0%
TOTAL CONSERVATION TRUST EXPENDITURES	\$ 24,396.24	\$ 47,727.55	\$ 93,711.33	\$ 562,268.00	50.9%
NET REVENUE OVER EXPENDITURES	\$ 18,469.82	\$ 37,992.07	\$ 4,705.33	\$ 28,232.00	

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

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL LARIMER COUNTY REVENUE	\$ 103,087.55	\$ 108,031.09	\$ 87,166.66	\$ 523,000.00	123.9%
TOTAL LARIMER COUNTY EXPENDITURES	\$ 2,541.89	\$ 212,056.93	\$ 187,510.00	\$ 1,125,060.00	113.1%
NET REVENUE OVER EXPENDITURES	\$ 100,545.66	\$ (104,025.84)	\$ (100,343.34)	\$ (602,060.00)	

CEMETERY ENDOWMENT**PERCENTAGE****YTD ACTUAL vs**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL CEMETERY ENDOWMENT REVENUE	\$ 10,006.65	\$ 22,440.85	\$ 11,750.00	\$ 70,500.00	191.0%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 3,527.83	\$ 6,501.27	\$ 10,765.33	\$ 64,592.00	60.4%
FUNERALS	\$ -	\$ 930.00	\$ 500.00	\$ 3,000.00	0.0%
MAINTENANCE	\$ 1,248.05	\$ 1,980.65	\$ 4,601.67	\$ 27,610.00	43.0%
IMPROVEMENTS	\$ 972.00	\$ 972.00	\$ 5,833.33	\$ 35,000.00	0.0%
TOTAL CEMETERY ENDOWMENT EXPENDITURES	\$ 5,747.88	\$ 10,383.92	\$ 21,700.33	\$ 130,202.00	47.9%
NET REVENUE OVER EXPENDITURES	\$ 4,258.77	\$ 12,056.93	\$ (9,950.33)	\$ (59,702.00)	

<u>BATS</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL BATS REVENUE	\$ 5,732.79	\$ 23,246.09	\$ 12,416.66	\$ 74,500.00	187.2%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 6,741.85	\$ 17,517.96	\$ 16,971.67	\$ 101,830.00	103.2%
ADMINISTRATION OTHER	\$ -	\$ 438.69	\$ 842.50	\$ 5,055.00	52.1%
DRIVING	\$ 8,114.14	\$ 8,793.89	\$ 4,950.00	\$ 29,700.00	177.7%
SERVICES	\$ 41,000.00	\$ 41,000.00	\$ 14,333.33	\$ 86,000.00	286.0%
TOTAL BATS EXPENDITURES	\$ 55,855.99	\$ 67,750.54	\$ 37,097.50	\$ 222,585.00	182.6%
NET REVENUE OVER EXPENDITURES	\$ (50,123.20)	\$ (44,504.45)	\$ (24,680.84)	\$ (148,085.00)	
<u>ROAD IMPACT FEES</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL ROAD IMPACT REVENUE	\$ 112,969.50	\$ 146,221.92	\$ 114,183.34	\$ 685,100.00	128.1%
TOTAL ROAD IMPACT EXPENDITURES	\$ 19,874.72	\$ 183,054.10	\$ 212,562.16	\$ 1,275,373.00	86.1%
NET REVENUE OVER EXPENDITURES	\$ 93,094.78	\$ (36,832.18)	\$ (98,378.82)	\$ (590,273.00)	
<u>RECREATIONAL MMJ</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL RECREATIONAL MMJ REVENUES	\$ 59,303.51	\$ 64,670.65	\$ 67,000.00	\$ 402,000.00	96.5%
TOTAL RECREATIONAL MMJ EXPENDITURES	\$ 2,302.50	\$ 16,382.50	\$ 211,676.66	\$ 1,270,060.00	7.7%
NET REVENUE OVER EXPENDITURES	\$ 57,001.01	\$ 48,288.15	\$ (144,676.66)	\$ (868,060.00)	

<u>1998 1% SALES TAX</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL 1998 1% REVENUE	\$ 100,049.58	\$ 136,048.72	\$ 370,958.34	\$ 2,225,750.00	36.7%
TOTAL 1998 1% EXPENDITURES	\$ 6,009.17	\$ 20,398.59	\$ 658,343.34	\$ 3,950,060.00	3.1%
NET REVENUE OVER EXPENDITURES	\$ 94,040.41	\$ 115,650.13	\$ (287,385.00)	\$ (1,724,310.00)	
<u>2019 1% SALES TAX</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
RECREATION CENTER REVENUE	\$ 136,558.39	\$ 274,229.22	\$ 203,625.00	\$ 1,221,750.00	134.7%
SALES TAX REVENUE/INTEREST	\$ 107,565.13	\$ 151,274.09	\$ 369,958.34	\$ 2,219,750.00	40.9%
TOTAL 2019 1% REVENUE	\$ 244,123.52	\$ 425,503.31	\$ 573,583.34	\$ 3,441,500.00	74.2%
RECREATION CENTER OPERATING EXPENSES	\$ 141,021.19	\$ 322,273.30	\$ 347,431.00	\$ 2,084,586.00	92.8%
COP PAYMENT AND OTHER EXPENSES	\$ -	\$ 223.50	\$ 689,000.00	\$ 4,134,000.00	0.0%
TOTAL 2019 1% EXPENDITURES	\$ 141,021.19	\$ 322,496.80	\$ 1,036,431.00	\$ 6,218,586.00	31.1%
NET REVENUE OVER EXPENDITURES	\$ 103,102.33	\$ 103,006.51	\$ (462,847.66)	\$ (2,777,086.00)	
TOTAL SPECIAL FUNDS REVENUE	\$ 876,799.58	\$ 1,262,529.53	\$ 1,555,575.02	\$ 9,333,450.00	
TOTAL SPECIAL FUNDS EXPENDITURES	\$ 343,511.13	\$ 1,012,196.48	\$ 2,974,145.67	\$ 17,844,874.00	
TOTAL REVENUE OVER EXPENDITURES	\$ 533,288.45	\$ 250,333.05	\$ (1,418,570.65)	\$ (8,511,424.00)	

TOTAL REVENUE	\$ 2,789,463.21	\$ 4,505,642.64	\$ 5,650,169.35	\$ 33,901,016.00
TOTAL EXPENDITURES	\$ 1,402,265.74	\$ 3,369,070.97	\$ 9,974,131.34	\$ 59,844,788.00

MEMORANDUM

To: Board of Trustees, Town of Berthoud, Colorado

From: Charles E. Norton, Norton & Smith, P.C.

Date: April 6, 2023

Re: Prairie Star Tolling Agreement

Trustees:

The consent agenda for your April 11, 2023 meeting includes approval of a Tolling Agreement between Prairie Star Inc. and the Town of Berthoud. Signing the Agreement would extend any applicable statutes of limitation so that the parties can continue to work together to remedy the Notice of Violation regarding selenium previously served by the Colorado Department of Public Health and Environment (CDPHE).

The developer has been cooperative in this effort and has implemented mitigation measures. The parties continue to monitor the situation and the Town's special counsel, Gabe Racz, has worked with CDPHE regarding the final disposition of the Notice of Violation. Signing the Tolling Agreement would allow this process to continue and the Town would not be forced to bring a suit against Prairie Star before the Town can determine the amount of its damages and if compliance with the selenium standards can be achieved and the CDPHE satisfied without litigation and further expense to the Town.

TOLLING AGREEMENT

THIS TOLLING AGREEMENT, effective the ____ day of April 2023 (“Effective Date”), is by and between, the Town of Berthoud, a Colorado statutory town (the “Town”), and PrairieStar Inc., a Colorado corporation (“Developer”). The Town and Developer shall be referred to as the “Parties” and, individually, as a “Party.”

RECITALS

A. The Parties executed that certain Town of Berthoud Development Agreement for the PrairieStar Subdivision dated June 10, 2014 (the “Development Agreement”) under which Developer was the developer of a large, mixed-use, multi-phase development in the Town of Berthoud, Colorado, commonly known as “Prairie Star” (the “Development”).

B. On or around January 25, 2021, a consultant for the Town contacted Developer requesting a copy of a geotechnical report relevant to the Development.

C. According to the Town, in late April 2021, the Town’s consultant issued a report asserting that selenium had infiltrated the Town’s water and/or sewer systems due to alleged improper construction of certain manholes in the Development (the “Town Claims”).

D. Even though the warranty period under the Development Agreement had expired, and without conceding that any construction was defective, Developer performed certain repairs to the sanitary sewer system in the Development, which repairs were approved and accepted by the Town. The Town also maintains that any claims based upon defects in design or construction of the sanitary sewer system alleged were not barred by the expiration of the warranty period; Developer does not concede that the construction was defective, but reserves the right to argue that any defects were covered by the warranty which has expired.

E. The Parties understand that the State of Colorado (the “State”) is currently considering issues related to selenium in the Town’s systems and may assess certain penalties against the Town (the “State Penalties”).

F. On or around October and November, 2021, the Town, through counsel, asserted a reservation of rights to indemnity under the Development Agreement to indemnify the Town against certain claims or penalties which may be assessed against the Town by the State.

G. Developer denies such claims of the Town.

H. The Parties hereto wish to preserve any and all specific claims or defenses they may have against each other relating to the Town Claims, the State Penalties, or the Development Agreement (collectively, the “Claims”), in light of the possibility that these

claims and defenses could be affected by the statute of limitations, the statute of repose and other time limitations, whether contractual or otherwise.

I. To facilitate efficient and economical resolution, and to ensure that no Party's claims or defenses relating to the Claims are waived, lost or otherwise affected by the statutes of limitation or repose, laches and other time limitations, the Parties deem it in their best interests to execute this Tolling Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Any and all statutes of limitation and repose, and all time-related defenses with respect to the Claims, whether equitable or legal, statutory or contractual, including, without limitation, C.R.S. § 13-80-101, et seq., the doctrine of laches and/or any potential applicable periods of limitations, shall be tolled and suspended from the Effective Date of this Tolling Agreement until the receipt by the Parties of written notice from one of the Parties that this Tolling Agreement is to be terminated, as provided in paragraph 6 below (the "Tolling Period").

2. In any litigation, arbitration, or other dispute resolution between the Parties involving the Claims, no Party will raise, plead or assert any statute of limitation or repose, laches, statutory or contractual time limitation or other time-related defense involving the Claims based upon failure to assert claims or defenses or otherwise commence or maintain any other litigation at any time from the Effective Date of this Tolling Agreement until the termination of the Tolling Period.

3. This Tolling Agreement shall not limit any rights any of the Parties may have to assert any statute of limitation or repose, laches, statutory or contractual time limitation or time-related defense that may have come into existence prior to the Effective Date of the Tolling Agreement or that arises after the Tolling Period.

4. This Tolling Agreement may be terminated by any Party giving written notice by certified mail to the other parties; and termination of the Tolling Agreement will be effective on the expiration of thirty (30) calendar days from the date notice is received in accordance with paragraph 6.

5. The Parties understand and accept that this Tolling Agreement shall apply to and shall be binding upon themselves and each of their successors, heirs, subsidiaries, parents, affiliates, agents, assigns, and insurers.

6. All notices and written communications specified or contemplated by this Tolling Agreement shall be effective if addressed and sent via certified mail, return receipt requested, to the following:

If to the Town:

Chris Kirk
Town Administrator
ckirk@berthoud.org
807 Mountain Ave.
Berthoud, Colorado 80513

With a copy to:

Charles Norton
Erin M. Smith
NORTON & SMITH, P.C.
600 17th Street, Suite 2150S
Denver, Colorado 80202-1555
Email: CNorton@NortonSmithLaw.com

If to Developer:

PrairieStar Inc.
c/o Mr. Scott Sarbaugh
2738 Pine Street
Boulder, Colorado 80302

With a copy to:

Kimberly Lord
Packard Dierking
2595 Canyon Boulevard, Suite 200
Boulder, Colorado 80302

and

Keith M. Edwards
Hutchinson Black and Cook, LLC
921 Walnut Street, Suite 200
Boulder, Colorado 80302

7. This Tolling Agreement shall be construed under the internal laws of the State of Colorado.

8. This Tolling Agreement may be modified only by written agreement signed by each Party.

9. This Tolling Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Tolling Agreement.

10. This Tolling Agreement represents the express agreement of the Parties as to all matters, without limitation, between them, and supersedes, merges and replaces all prior or contemporaneous negotiations, offers, promises, representations, and agreements in regard thereto.

11. All representations, warranties, promises, recitals, and covenants contained herein shall survive the execution and delivery of this Tolling Agreement.

12. By executing this Tolling Agreement, no Party in any way admits any matter relating to any claim or defense related to the Claims.

13. Each Party has duly authorized the execution of this Tolling Agreement. Each individual signing this Agreement on behalf of a Party represents and warrants that he has the full legal power, capacity and authority to bind the Party on whose behalf he has executed this Agreement and that this Agreement constitutes a legal, binding obligation of the Party enforceable in accordance with its terms.

IN WITNESS WHEREOF, this Tolling Agreement has been executed on the dates indicated.

THE TOWN OF BERTHOUD, COLORADO, A COLORADO STATUTORY TOWN

BY: _____ DATE: _____, 2023
ITS: _____

PRAIRIESTAR INC., A COLORADO CORPORATION

BY: _____ DATE: _____, 2023
ITS: _____

BOARD OF TRUSTEES INFORMATION



PUBLIC WORKS DEPARTMENT

Meeting Date:	April 11, 2023
Agenda Title/Subject:	Berthoud Road & Sidewalk Concrete Bid Award
Type of Item:	Consent Agenda
Purpose:	Board approval to Award Contract
Presented by:	Keith Knoll – Public Works Operations Manager

ATTACHMENTS:

- Berthoud 5-Year Road Improvement Plan
- RCD Construction Bid Form and Qualifications

BACKGROUND:

Town staff received 11 Bids for the 2023 Road and Sidewalk Concrete Project. RCD Construction submitted the lowest bid at \$628,237.58

The concrete repairs covered in this project include all necessary curb, gutter, drain pan, ADA ramp & sidewalk repairs adjacent to the 2023 Road Improvement Project. All sidewalk and ADA ramp repairs are also part of the year 1 improvements labeled in the 5 Year sidewalk-maintenance-and-replacement plan.

COMMUNITY TOUCHSTONES:

The Board of Trustees' Less-is-More Strategic Plan set a Measurable Milestone Goal of budgeting \$1 million per year for street maintenance for five years, and more recently set a 2023 goal for a sidewalk-maintenance-and replacement plan. This increased budget focused on Berthoud's infrastructure **Resiliency**, allows funding for all necessary concrete repairs, thus increasing the **Sustainability** of our roadways and pedestrian sidewalks.

FISCAL IMPACT AND FUND SOURCE:

51-00-5038.00 – Sidewalks/ADA - \$500,000.00

51-00-5239.00 – Street Improvements - \$74,916.50

41-00-5221.00 – Downtown Sidewalk Replacement - \$53,321.08

RECOMMENDED ACTION(S):

Board Approval for town staff to award the 2023 Berthoud Road & Sidewalk Concrete Bid Award to RCD Construction

Town of Berthoud - Road Improvements 5 Year Plan



2022				YELLOW
Road	PCI Index	Repair	Estimated Cost	Notes
Michigan	1	Mill & Overlay	\$ 59,800.00	COMPLETE
Colorado	1	Mill & Overlay	\$ 66,700.00	COMPLETE
Iowa	1	Mill & Overlay	\$ 69,000.00	COMPLETE
Mt. Meeker - 13th to Gateway	1	Mill & Overlay	\$ 78,200.00	COMPLETE
13th - North of Gateway Pk. Dr.	1	Mill & Overlay	\$ 70,840.00	TO BE COMPLETED SPRING 2023
3rd - Welch to Mountain	2	Mill & Overlay	\$ 50,600.00	COMPLETE
Kansas Ave.	1	Mill & Overlay	\$ 110,400.00	COMPLETE
Greenwood Dr.	1	Mill & Overlay	\$ 110,400.00	COMPLETE
S. 9th Street	1	Mill & Overlay	\$ 128,800.00	COMPLETE
Longview	1	Mill & Overlay	\$ 87,400.00	COMPLETE
Bristlecone	1	Mill & Overlay	\$ 51,520.00	COMPLETE
MISC. - Alley			\$ 5,000.00	
MISC. - Patching			\$ 40,000.00	
MISC. - Dust Control			\$ 15,000.00	
MISC. - Road Base			\$ 50,000.00	
MISC. - Striping			\$ 35,000.00	
MISC. - Crackseal			\$ 5,000.00	Collins Park Alleys
Total			\$ 1,033,660.00	

Plan Outline

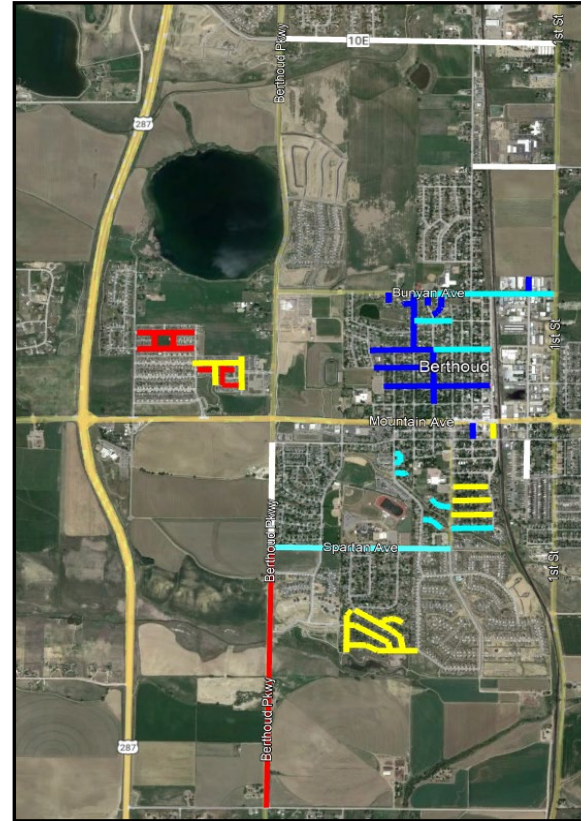
- Overlay or rebuild PCI labeled Priority 1 & 2 Roads
- Preserve Priority 3, 4, & 5 with crack fill, chip seal, or slurry
- Coordinate improvements with Town Projects and Developments

2023				BLUE
Road	PCI Index	Repair	Cost	Notes
7th Street Place	1	Mill & Overlay	\$ 23,500.00	
7th Street - Bunyan to Franklin	2	Mill & Overlay	\$ 120,000.00	
Bunyan Ct.	2	6" Rebuild	\$ 20,608.00	
6th St. Ct.	2	Mill & Overlay	\$ 55,000.00	
6th St. - Section S. of Bunyan	2	Mill & Overlay	\$ 24,000.00	
Franklin 6th-9th	1,2	Mill & Overlay	\$ 146,000.00	
Lake 6th-9th	1,2	Mill & Overlay	\$ 110,000.00	
6th - Mass. To Franklin	1	Mill & Overlay	\$ 143,700.00	
Turner 6th-9th	2	Mill & Overlay	\$ 110,000.00	
4th - Welch to Mountain	2	Mill & Overlay	\$ 54,100.00	
2nd St. - North of Bunyan	2	Mill & Overlay	\$ 32,000.00	
Turner - 3rd to 6th	3	Slurry Seal	\$ 24,603.96	
CR 44	1	Chip Seal + Patching	\$ 159,803.50	
MISC. - Alley			\$ 10,000.00	
MISC. - Patching			\$ 30,000.00	
MISC. - Dust Control			\$ 15,000.00	
MISC. - Road Base			\$ 20,000.00	
MISC. - Striping			\$ 30,000.00	
MISC. - Crackseal			\$ 10,000.00	
Total			\$ 1,138,315.46	

2024				WHITE
Road	PCI Index	Repair	Cost	Notes
2nd - Welch to Blue	1	Full Rebuild	\$ 335,000.00	
Berthoud Parkway - Welch to Spartan	3	Full Rebuild	\$ 627,500.00	
Water Ave.	3	Chip Seal + Patching	\$ 54,099.60	
CR 10e	3	Chip Seal + Patching	\$ 140,138.00	
MISC. - Alley			\$ 10,000.00	
MISC. - Patching			\$ 30,000.00	
MISC. - Dust Control			\$ 15,000.00	
MISC. - Road Base			\$ 20,000.00	
MISC. - Striping			\$ 30,000.00	
MISC. - Crackseal			\$ 10,000.00	
Total			\$ 1,271,737.60	

2025				TEAL
Road	PCI Index	Repair	Cost	Notes
Franklin - 3rd to 6th	3	Mill & Overlay	\$ 101,200.00	
Capitol (7th to 5th)	3	Mill & Overlay	\$ 101,200.00	
Bunyan - 1st to 7th	3	Mill & Overlay	\$ 301,600.00	
Spartan - Berthoud Prkway to 5th	2	Mill & Overlay	\$ 371,357.00	
Mayo Ct.	2	Mill & Overlay	\$ 46,000.00	
Munson Ct.	2	Mill & Overlay	\$ 46,000.00	
Nebraska - 3rd to 5th	3	Mill & Overlay	\$ 69,000.00	
Columbine Circle	1	Mill & Overlay	\$ 36,800.00	
Hummingbird Pl.	1	Mill & Overlay	\$ 39,560.00	
MISC. - Alley			\$ 20,000.00	
MISC. - Patching			\$ 60,000.00	
MISC. - Dust Control			\$ 30,000.00	
MISC. - Road Base			\$ 40,000.00	
MISC. - Striping			\$ 30,000.00	
MISC. - Crackseal			\$ 20,000.00	
Total			\$ 1,312,717.00	

2026				RED
Road	PCI Index	Repair	Cost	Notes
Berthoud Parkway - Spartan to HR	3	Full Rebuild	\$ 627,500.00	
Berthoud Parkway - HR to CR 4E	3	Full Rebuild	\$ 315,000.00	
Gateway Park Lane	3	Mill & Overlay	\$ 40,020.00	
Glacier - East of Gateway Pk. Lane	3	Mill & Overlay	\$ 18,400.00	
Gateway Park Drive.	1	Mill & Overlay	\$ 50,000.00	
Glacier Ave. West of 14th	1	Mill & Overlay	\$ 35,000.00	
Chokeberry St.	3	Slurry Seal	\$ 13,200.00	
Hollyberry	4	Slurry Seal	\$ 13,200.00	
Serviceberry St.	3	Slurry Seal	\$ 3,600.00	
Bearberry	3	Slurry Seal	\$ 3,600.00	
MISC. - Alley			\$ 20,000.00	
MISC. - Patching			\$ 60,000.00	
MISC. - Dust Control			\$ 30,000.00	
MISC. - Road Base			\$ 40,000.00	
MISC. - Striping			\$ 30,000.00	
MISC. - Crackseal			\$ 20,000.00	
Total			\$ 1,319,520.00	



5 Year Spending

	2022	\$
2022	\$	1,033,660.00
2023	\$	1,138,315.46
2024	\$	1,271,737.60
2025	\$	1,312,717.00
2026	\$	1,319,520.00

BID FORM

CONTRACT IDENTIFICATION AND NUMBER: **2023 Road & Sidewalk Concrete Project**

THIS BID IS SUBMITTED TO:

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

THIS BID IS SUBMITTED BY: RCD Construction, Inc.

(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>
<u>#1</u>	<u>03/28/2023</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 **2023 Road & Sidewalk Concrete Project** as defined per task order may consist of concrete replacement of defective curb, gutter, drain pans, attached and detached sidewalk and removing/placing new ADA ramps where needed for compliance. Many sidewalk areas contain flagstone that will need removed. Actual work quantities will vary from the Bid Form quantities.

Bidders should follow CDOT standard specifications for ADA ramps, sidewalks, and curbs. LCUASS standards included for rollover curbs but many areas may match existing conditions.

ITEM NO	ITEM DESCRIPTION	PAY UNIT	TOTAL QTY	PROJECT UNIT PRICE	PROJECT TOTAL PRICE	Notes
1	Concrete pan (5ft) removal and replacement	LF	340	\$50.20	\$17,068.00	
2	Concrete pan (2.5ft) removal and replacement	LF	65	\$25.10	\$1,631.50	
3	Vertical Curb and gutter removal and replacement	LF	1060	\$29.45	\$31,217.00	
4	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	1859	\$34.20	\$63,577.80	
5	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	1967	\$30.52	\$60,032.84	
6	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	4778	\$50.83	\$242,865.74	
7	Attached 4' Sidewalk Removal & Replacement	LF	122	\$34.20	\$4,172.40	
8	Detached 4' Sidewalk Removal & Replacement	LF	1812	\$34.20	\$61,970.40	
9	Handicap Ramps single per CDOT specs (new, remove and replace) Directional	EA	40	\$1,276.20	\$51,048.00	
10	Handicap Ramps single per CDOT specs (new, remove and replace) Diagonal	EA	22	\$1,171.20	\$25,766.40	
11	1' Driveway transition Strip	LF	750	\$9.68	\$7,260.00	
12	Concrete Saw Cut	LF	1	\$3,000.00	\$3,000.00	
13	Concrete Trip Hazard Grinding	LF	28	\$85.00	\$2,380.00	
14	Concrete Expansion Joint	LF	1	\$2.50	\$2.50	
15	Landscape Repair	EA	HR	\$525.00	\$525.00	
16	Traffic Control	EA	1	\$10,000.00	\$10,000.00	
17	Mobilization	EA	1	\$45,625.00	\$45,625.00	
18	Additional Base Course Material & Install	EA	Ton	\$95.00	\$95.00	

TOTAL PROJECT COST: \$628,237.58

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 his Base Bid Price).

(a) All Bid Schedules.

Supplier Loveland Ready mix

SUBMITTED on 03/30, 2023.

Supplier Burnco concrete

SUBMITTED on 03/30, 2023.

Supplier Loveland Barricade

SUBMITTED on 03/30, 2023.

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: RCD Construction, Inc.

(Corporation Name)

Colorado

(State of Incorporation)

By: Ryan Domson

(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest: Christal Kuntz

(Secretary)

Business address: 1830 1st Ave. Greeley, CO 80631

Phone No.: 970-756-1150



*Water Main Installation and Repair
Sewer Main Installation and Repair
Mass Excavation/Site Development*

Flood Mitigation

River Restoration

Erosion Control

Storm Drainage

Clearing/Grubbing

Excavation

Site Grading

Underground Dry Utilities

Overburden Removal

Road Construction

Land Reclamation

Landfill reclamation and cell construction

Snow Plowing

Concrete

Asphalt Parking/Drives

& Much more.

*150 N. 2nd St.
Hayden, CO 81639
(970)276-2192
(970)756-1150*

*1830 1st Ave,
Greeley, Co 80638
(970)888-3861
(970)756-1150*

*STATEMENT OF QUALIFICATIONS
Attachment A*

RE: 2023 Berthoud Road/Sidewalk Concrete project

RCD Construction is a growing company that began on February 8th, 2014. We are committed and faithful to our customers, and work very hard to ensure that their needs are met. We are well known for completing jobs in a timely and accurate manner by implementing unique and skillful strategies to get the job done. We are eager to take part in the upcoming project and feel as though we would be an excellent fit.

We have a team that helps implement the best strategies and find ways that work best for both our company and yours. We hope to be considered for this upcoming project.

RCD Construction has performed work throughout the entire state of Colorado and currently has the following project(s) in process.

- *Gun Club Road - Aurora High Point at DIA Project*

1/3 mile of new roadway with associated utility and drainage work

Randy Ficklin <randy@silverbluffcompanies.com>

Value: \$4.8M

- *Erie Zone 3 & \$ water pipeline*

14,400LF of 24" and 20" waterline with .33 miles of asphalt road removal and replacement.

Wendi Palmer <wpalmer@erieco.gov>

Value: \$5.12M

STATEMENT OF QUALIFICATIONS
Attachment A

Some of our Projects completed in the last 5 years include the following:

-Jackson County Landfill Phase 1A (2022)

- Excavate approximately 120,000 CY to develop MSW and C&D Cell
- Clay liner
- 60 mill HDPE liner 186,000 SF
- Develop 18" HDPE Lechate collection system
- 10,000CY of Trash relocation
- Jackson County Landfill

Matt Canterbury (County PM)-970.723.4660

mcanterbury@jacksoncountyco.gov

Value: \$1.2M

-Prairie Center Village Phase 4 (2021-2022)

- 97 House subdivision in Brighton Colorado
- 4500,000CY over EX
- 100,000CY Overlot grading
- 12'x6'x144' cast in place box culvert
- Two ditch crossings of Brighton lateral ditch. One 30" casing with 12" water and one 24" casing with 6" underdrain.
- Approx. 5 miles of underground water, sewer, and storm.

Value: \$7.5M

GKT Development

Mike Tamblyn

e: mtamblyn@thekroenkegroup.com

STATEMENT OF QUALIFICATIONS
Attachment A

-Steamboat rodeo Grounds (2021)

New parking area at Romek Arena

Steamboat Springs Colorado

- 110,000Sf of asphalt paving
- Aggregate production and import
- Associated storm water install (2,500 Lf)
- Concrete curb and sidewalks
- Electrical install
- Landscaping

Value: \$1.8Million

Emrick Soltis, P.E.

Civil Engineer

City of Steamboat Springs

p: (970) 871-8271

e: esoltis@steamboatsprings.net

City of Fort Morgan Rec center. Sub for GH Phipps

Value: \$825,000

- Site Concrete install
- Storm sewers install
- Water line install
- Foundation excavation
- Roadway prep

GH Phipps

Greg Behmer

303-325-1520

STATEMENT OF QUALIFICATIONS
Attachment A

-Prairie Center Phase 2 & 3(2020)

148 house complete subdivision

Brighton Colorado

Value- \$5.2 million

Work included.

- *200,000 CY Over lot grading*
- *25,000 CY Road and building sub ex*
- *Approx. 2.5 miles of underground water, sewer, and storm.*

Blaine Goll- project Superintendent

720-416-2826

-Mission Village/Mission Homestead

35 house subdivision with attached 7 building apartment complex and .5 miles of new city roads.

Evans Colorado

Combined value of \$2.9 million

Work included.

- *Over lot grading*
- *Road and building sub ex*
- *Water main*
- *Sewer main*
- *Site concrete*

STATEMENT OF QUALIFICATIONS
Attachment A

-Atlantic Aviation FBO (2019)

Value: \$2.2 Million

New 30 Ac site development for a 30 AC aircraft apron

- *New building*
- *New parking lot*
- *Water main*
- *Sewer main*

*GC: Tectonic Management
Owner: Atlantic Aviation
Andrew Barone
720.961.0482*

-Crawford State Park Trail project (2018)

Value-\$655,000

Owner: Colorado parks and Wildlife

- *New 6,000 face SF redi-Rock retaining wall*

*Gregory Batt, RLA
Capital Project Manager
greg.batt@state.co.us*

~Steamboat Lake & Stagecoach Lake Lagoon Liner Rehabilitation Project (2018)

Value: \$1.05 Million

5 wastewater lagoon liner replacement and rehabilitation

Owner: Colorado Parks and Wildlife

*Mike Havens
Colorado parks and wildlife
970-589-0662
mike.havens@state.co.us*

STATEMENT OF QUALIFICATIONS
Attachment A

~Steamboat Lake Water Line rehabilitation (2018)

Value: \$229,000.00

Replace old/outdated waterlines for campgrounds.

Owner: Colorado Parks and Wildlife

Mike Havens
Colorado parks and wildlife
970-589-0662
mike.havens@state.co.us

~Stop-N-Go storage Complex (Steamboat Springs) (2018)

Value: \$311,000.00

Site development for 7 ac storage complex

Owner: Zunie Construction & Development

Kim Zunie
Owner
(614)402-4961

~Town of Hayden Watermain & roadway reconstruction (2018)

Value: \$701,000.00

Owner: Town of Hayden (Hayden, Colorado)

- New Water main and Roadway reconstruction

Frank Case
Public works superintendent
970-734-6025

~GHH Ranch (Dunkley Pass) (2017)

*STATEMENT OF QUALIFICATIONS
Attachment A*

Value: \$388,000.00

Private House

Owner: Gates Family

GC: HLCC. Steamboat Springs

~Staybridge Suites (Littleton CO) (2016)

Value: \$672,000.000

New Hotel

Owner: Choice Hotel Groups

GC: Northridge Construction

Our bonding capacity has been instrumental in the growth of our company. Although we have only been in business for eight years, we have a bonding capacity of \$15 million single job, and \$30 million aggregate. Showing a capacity of this amount for a young company such as us proves one thing. We do things right.

RCD Construction employee numbers have grown with us since the start of the company. The larger the demand for our work, the more employees we have hired. We Currently have a staff of 45 full time qualified individuals, with upwards of 60 in the summer months. RCD Construction has never been terminated, late, or in default from any project, nor have we ever received any permit violations.

Thank you for your consideration,

RCD Construction, Inc.

Ryan Domson

(SERIES 2023)

**RESOLUTION OF THE TOWN OF BERTHOUD IN OPPOSITION
TO STATEWIDE LAND USE AND ZONING PREEMPTIONS IN SENATE BILL 23-213**

WHEREAS, for a century, the State of Colorado has committed both in statute and in the state constitution to the local control of land use planning and zoning because local governments are closest to the land and to the people that occupy it;

WHEREAS, zoning and land use cannot be viewed separately from the impacts of proposed uses of land on surrounding properties and a community as a whole, including the ability to ensure adequate water and utilities; to provide enough public safety services, schools, and recreational services; to make sure that sufficient and safe infrastructure is available to handle increased population or more intense uses; to align development with the community's economic goals; to prevent displacement of existing people; to preserve important historical sites; and to protect open space and the environment in general;

WHEREAS, Senate Bill 23-213 would place statewide mandates on hyper local land use matters and substitute the judgment of legislators and state regulators who lack the understanding needed to make the right decisions for our community;

WHEREAS, Senate Bill 23-213 will undermine long-range planning efforts and will severely limit our ability to maintain reasonable zoning regulations to ensure a high quality of life and sound economic environment for our current and future residents, workers, and business owners;

WHEREAS, Senate Bill 23-213 silences the voices of our residents by taking away the right to be heard at public hearings on zoning matters or to use their constitutional rights of initiative or referendum to address zoning and land use matters;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Berthoud that:

1. It is the position of the Town of Berthoud that municipalities are best suited to determine appropriate zoning laws for their communities and that collaboration and cooperation – not top-down statewide mandates and giveaways to special interests – are the solution to Colorado's affordable housing problem;
2. The Town of Berthoud opposes Senate Bill 23-213 and strongly urges its legislators to vote NO on this unprecedented and irresponsible preemption.

Resolved this ____ of 2023.

Mayor

Attest:

Municipal Clerk

PLANNING COMMISSION INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	April 11, 2023
Agenda Title/Subject:	Request for continuance of Harvest 47 Preliminary Plat Public Hearing from April 11, 2023 to a date certain of May 9, 2023
Type of Item:	Regular Item
Purpose:	Requirement of continuance due to a lack of quorum at the March 23, 2023 Planning Commission public hearing
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

There are no attachments.

BACKGROUND:

Planning Commission did not have quorum at their regular meeting on March 23, 2023. Planning Commission is the first public hearing for the Preliminary Plat and was continued to April 27, 2023.

UPDATE/NEXT STEPS:

The applicant continues to address staff and referral agency comments and is preparing the final documents.

FISCAL IMPACT AND FUND SOURCE:

There is no negative impact to the Town in consideration of this request. All notice is paid by the applicant.

COMMUNITY TOUCHSTONES:

Consideration of this request does not negatively impact community touchstones and in fact, continuance allows the applicant to further refine their request in conformance with the Land Use Code, the Comprehensive Plan, Master Plans affecting the property and input received from referral agencies and staff.

RECOMMENDED ACTION(S):

Staff recommends that the Board of Trustees approve the continuance to the June 9, 2023 public hearing.

BOARD OF TRUSTEES INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	April 11, 2023
Agenda Title/Subject:	Request for continuance of Bader Planned Unit Development Amendment including an Amendment to the Overall Development Plan and the Final Development Plan to a date certain of May 23, 2023
Type of Item:	Regular Item
Purpose:	Request of applicant to continue the Town Board of Trustees public hearing scheduled for April 11, 2023 to May 23, 2023
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

Applicant's request for a continuance for a Board of Trustees' public hearing to May 23, 2023.

BACKGROUND:

The applicant is requesting additional time to address staff comments.

UPDATE/NEXT STEPS:

The applicant will address staff and referral agency comments and incorporate these into their application materials for review.

FISCAL IMPACT AND FUND SOURCE:

There is no negative impact to the Town in consideration of this request.

COMMUNITY TOUCHSTONES:

Consideration of this request does not negatively impact community touchstones and in fact, continuance allows the applicant to further refine their request in conformance with the Town's Codes, policies and Master Plans as well as input from referral agencies.

RECOMMENDED ACTION(S):

Staff recommends that the Town Trustees approve the applicant's request to continue this land use matter to the May 23, 2023 public hearing.

BOARD OF TRUSTEES INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	April 11, 2023
Agenda Title/Subject:	Request for continuance of Bader Minor Subdivision to a date certain of April 27, 2023
Type of Item:	Regular Item
Purpose:	Request of applicant to continue the Town Board of Trustees public hearing scheduled for April 11, 2023 to May 23, 2023
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

Applicant's request for a continuance for a Board of Trustees' public hearing to May 23, 2023.

BACKGROUND:

The applicant is requesting additional time to address staff comments.

UPDATE/NEXT STEPS:

The applicant will address staff and referral agency comments and incorporate these into their application materials for review.

FISCAL IMPACT AND FUND SOURCE:

There is no negative impact to the Town in consideration of this request.

COMMUNITY TOUCHSTONES:

Consideration of this request does not negatively impact community touchstones and in fact, continuance allows the applicant to further refine their request in conformance with the Town's Codes, policies and Master Plans as well as input from referral agencies.

RECOMMENDED ACTION(S):

Staff recommends that the Town Trustees approve the applicant's request to continue this land use matter to the May 23, 2023 public hearing.

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	April 11, 2023
Agenda Title/Subject:	Caretakers of Tradition Fee Waiver Request
Type of Item:	Regular Item
Purpose:	Consider request to waive building permit fees
Presented by:	Chris Kirk

ATTACHMENTS:

- Caretakers of Tradition Presentation
- Permit Fee Estimate

BACKGROUND:

The Town was recently approached by a local non-profit called the Caretakers of Tradition to request a waiver of building permit fees for a showroom they intend to construct in downtown Berthoud, adjacent to the Berthoud Fire District. Formed in 2018, the mission of the Caretakers is centered around preservation, restoration, and education about the impact of firefighters and first responders in our community. In furtherance of that mission, the organization was given care and custody of Berthoud Fire's 1888 firefighting hose cart and a 1927 fire truck. Both assets were subsequently restored, and the organization has since raised considerable donations to construct the showroom.

Town staff has met with members of the Caretakers of Tradition to review their request for fee waivers. The total estimated fees, which are not yet final, amount to just over \$8,000. A significant portion of these fees include use taxes which are expected to be waived as a result of the organizations tax exempt status, leaving approximately \$4,000 in fees to be possibly waived. Due to the nature of the construction, there are no impact fees associated with the project.

Staff believes that this is a reasonable request and the direct and indirect costs associated with the fee waiver can easily be absorbed by the Town in order to further the community benefits associated with preserving and showcasing these historical items.

UPDATE/NEXT STEPS:

Should the board approve the fee waivers, staff will work with the Caretakers to prepare and formalize a fee waiver agreement.

FISCAL IMPACT AND FUND SOURCE:

The Town will not collect building permit fees associated with this project. Building permit fees are used to fund the building department, including plan review, permitting, and inspection processes. The expected fee waivers are small enough that Town staff does not believe they will pose any negative budget impact.

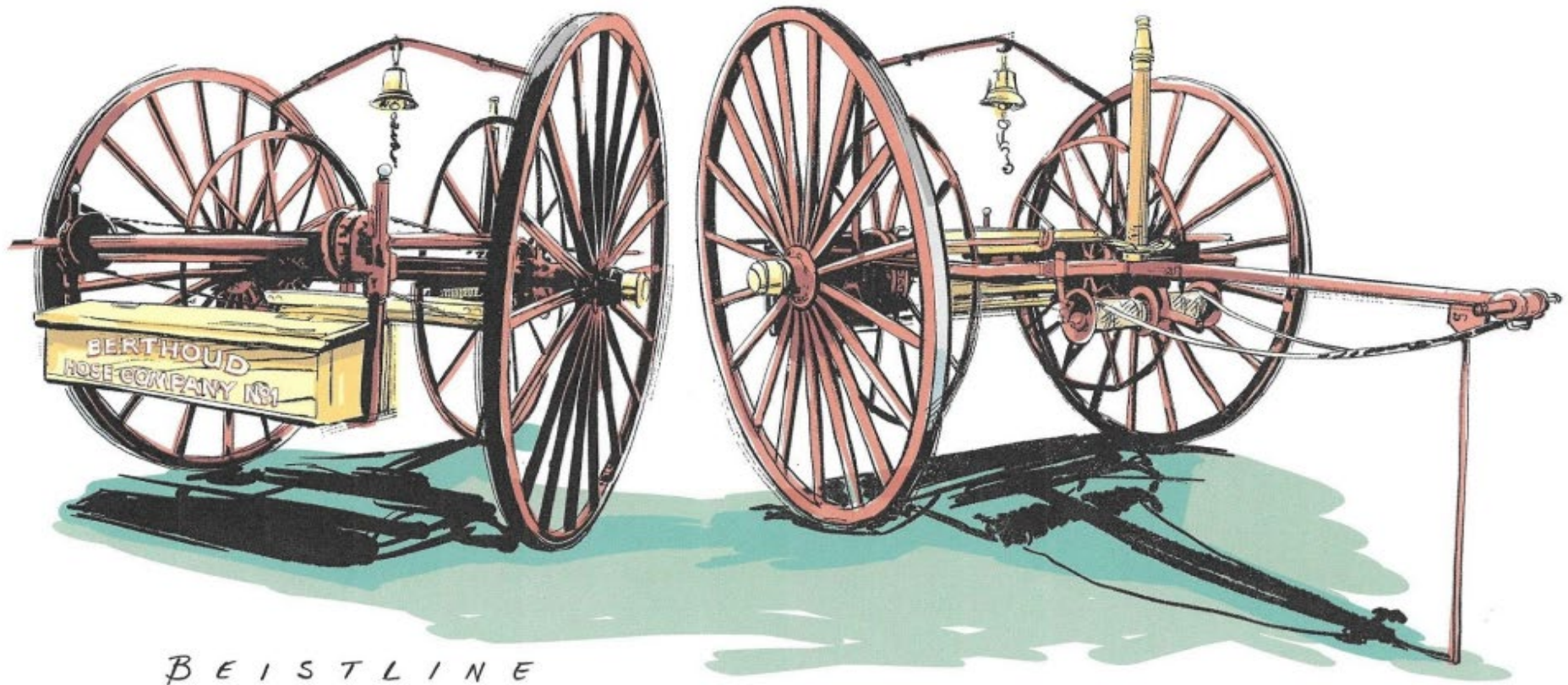
COMMUNITY TOUCHSTONES:

This item pertains to *Community Identity* by helping to preserve an important part of Berthoud's history.

RECOMMENDED ACTION(S):

**APPROVE THE BUILDING PERMIT FEE WAIVER REQUEST FROM THE
CARETAKERS OF TRADITION**

CARETAKERS OF TRADITION



Communications with Town Administrator Kirk on March 30, 2023

Mr. Chris Kirk, Town Administrator
Town of Berthoud
807 Mountain Avenue
Berthoud, Colorado 80513

Dear Sir:

Thank you for the opportunity to present the Caretakers of Tradition building project. I would first like to share with you a little about our organization. We, the alumni and retired firefighters of Berthoud formed a 501(c)3 nonprofit in 2018. Our defined mission is summed up in three words: **Preservation, Restoration, and Education**. The organization was given care and custody of Berthoud Fire's 1888 firefighting Hose Cart and the 1927 fire truck by the fire district. Both these units were in sorry shape and through public donations we were able to restore both these units to pristine condition.

Completing these two projects we began a fundraising project to construct a \$200,000 showroom to the fire district's headquarters station to display these community treasures. While this project is an addition to the southeast corner of Fire Station 1, there are no tax dollars from the district dedicated to the project. Through community donations, grants, and material & labor in-kind donations the nonprofit is positioned to break ground this Spring. This project is what brings us to the Town of Berthoud staff and elected officials, we request waiver of the building permit fees associated with this project. Your consideration and support would be very much appreciated. We have attached some additional details, photos, and information that we hope explains the project and supports our endeavor to display these irreplaceable town artifacts. Thank you for your consideration.

Respectfully,

Lieutenant Paul Rimsky, Retired
Chief John Beck, Retired
Assistant Chief Pete Cowdin, Retired
Chief Jerry Ward, Retired

CARETAKERS OF TRADITION MISSION

Preservation

To preserve the historic artifacts, and memorabilia representing the one hundred twenty plus years of volunteer emergency services to the community and region.

Restoration

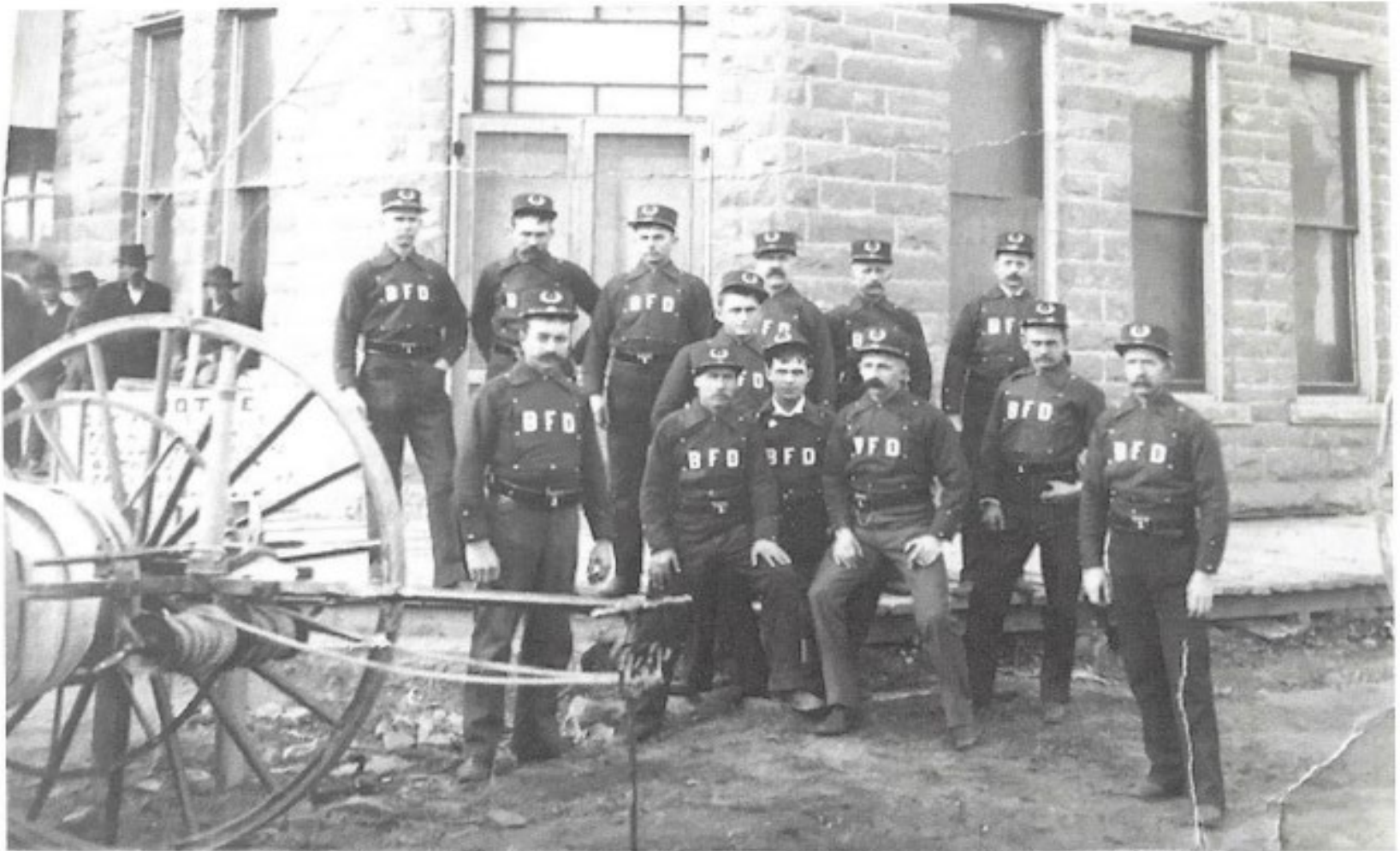
To restore the historic apparatus and equipment used to support community and life safety, representing the advancement of emergency services to the Berthoud area.

Education

To use the above resources to show the public the improvements the first responders have made in its endeavor to improve community health and safety, and:

To apply the nonprofit's financial resources to offer high school senior's scholarships to pay for tuition and expenses to complete a College sponsored Fire Academy and obtain their Emergency Medical Technician (EMT) Certification. With these tools the student is eligible to apply and compete for a career in firefighting.

BERTHOUD HOSE CART 1889



*Will Buchanan, Chris Miller, Jim Collins, Dick Long, Jim Davis, Les Ben,
 Ed Mahoney, Frank Ferguson,
 Ben Jackson, Amos Hadden, Ed Chaffey, Harry Long, Jr., Char. B.*

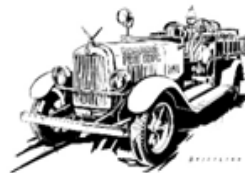






CARETAKERS OF TRADITION

**P.O. BOX 570
BERTHOUD, COLORADO 80513**



ANTIQUE FIRE APPARTUS SHOWROOM CONSTRUCTION PROJECT DETAILS:

- **ARCITECT SERVICES:**

- a. Asher Architects + Engineers
512 5th Street
Berthoud, CO 80513
David Stranathan
david@asherarch.com
970-532-9970
All services donated in-kind.

- **CONCRETE**

- a. Raptor Materials, LLC
8120 Gage Street
Frederick, CO 80516
Amanda Goss
agoss@raptormaterialsllc.com
303-666-6657
Cell: 720-474-1564
11 YDS. Concrete donated in-kind.

- **CONSTRUCTION MANAGEMENT**

- a. Aegis Construction Management
630 Main Street
Suite C
Frederick, CO 80530
Jason Hepp
jhepp@me.com
Cell: 303-902-5302
All services donated in-kind.
- b. FCI
4015 Coriolis Way
Frederick, CO 80504
Dale Hartman
dhartman@fciol.com
970-535-4725
Cell: 303-827-1994
All services donated in-kind.

- **ELECTRICAL ENGINEERING**

- a. Electrion Electrical Engineering
37127 Cullison Ridge Road
Severance, CO 80550
Larry Smith
larry@electrion-eng.com
970-686-1004
All services donated in-kind.

- **ELECTRIC MATERIALS & LABOR**

- a. Gregory Electric, Inc
3317 Lincoln Ave.
Loveland, CO 805387
Jerry Palaszewski, Ops. Mgr.
jpalaszewski@gregoryelectricinc.com
970-669-7609
Materials and labor donated in-kind.

- **EXCAVATING**

- a. Jones Excavating & Plumbing
619 N. 4th Street
Berthoud, CO 80513
Josh Jones
Cell: 970-689-2544
All services donated in-kind.

- **MASONRY**

- a. Big Horn Masonry, Inc.
6521 E. County Rd. 44
Ft. Collins, CO 80524
Jake Carey
jake.carey@bighornmasonry.com
970-221-5530
Cell: 616-914-7485
Labor donated in-kind.

- **ROOFING**

- a. Green Point Roofing
1030 Boston Ave.
Longmont, CO 80501
Scott Brasington
info@greenpointroofing.com
720-684-5500
All material and labor donated in-kind.

- **STEEL**

- a. Barton Steel
14800 E. Moncrieff Pl.
Aurora, CO 80011
Pete Bjick
pjbick@Barton-Supply.com
303-576-2200 X-5153
Cell: 303-356-8122

- **STRUCTURAL ENGINEERING**

- Corbel Engineering
301 Boardwalk Drive, #273353
Ft. Collins, CO 80527
www.corbeleng.com
All services donated in-kind.

- **TRUSSES**

- a. McWebb Inc. Roof Truss Mfg.
1209 Gorom Ave.
Loveland, CO 80537
Jim McCreery
jim@mcwebbtruss.com
970-667-6365
Materials donated in-kind.

NOTES:

- A. Masonry supplies per Big Horn Masonry necessary to complete project to include block, mortar, grout, and reinforcement: \$8,000.00 estimate.
- B. Labor to complete footers, foundation, interior floor, and R&R sidewalk and garage ramp is \$12,000.00 estimate.
- C. Estimate from Raynor Door Company to furnish and install the overhead garage door and operator is \$13,870.00.
- D. Rebar from Barton Steel for concrete work is \$2,715.00.
- E. On-site safety and accommodations:
 - a. Fencing & barricades \$400.00
 - b. Dumpster 1,500.00
 - c. Port-a-potty 800.00
 - \$2,700.00

TOTAL CASH COSTS: \$39,285.00

- F. Scheduled to meet with Berthoud City Mgr. on 03.30.23, present building permit fee waivers request to Berthoud Town Council on April 11th. Receipt of our Colorado tax exemption on 03.09.23 eliminates approx. \$5,000.00 of estimated use fees.
- G. Remaining trades and costs required:
 - a. Floor seal and/polish
 - b. Gutters and downspouts.
 - c. Interior truss and window frame painting.
 - d. Glass and man door.
 - e. Signage (BFD)
 - f. Insurance & bond.
 - g. Electric heating units. (To be installed later)
 - h. Fire alarm & detection system tie-in.

The Caretakers's financial resources will be able to cover any of the in-process labor/material that we are unable to obtain in-kind commitments for.

ESTIMATE**BERTHOUD**

807 Mountain Avenue, Berthoud, Colorado 80513-2229

(970) 532-2643

Commercial - Addition

<i>Fee Item</i>	<i>Amount</i>
Building Fees	
Building - Valuation Permit Fee	\$1,609.75
Plan Review - 65%	\$1,046.34
Electrical Fees	
Electrical - Valuation Based Fee (3-2020)	\$240.00
Temp Electrical Meter	\$85.00
Misc. Fees	
Admin Fee	\$50.00
Technology Fee	\$50.00
Use Tax	
2% Sales/Use Tax - Valuation	\$2,100.00
1% Sales Tax 1998 - Valuation	\$1,050.00
1% Sales Tax 2019 - Valuation	\$1,050.00
Larimer County Tax .8% - Valuation	\$840.00
Total	\$8,121.09

Arguments

<i>Name</i>	<i>Value</i>
VALUATION \$	210000
ELECTRICAL VALUATION \$	6000
GARAGE SF	676
COVERED PATIO SF	0
DECK SF	0

8,121.09
 5,1040.00
 3081.09

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	April 11, 2023
Agenda Title/Subject:	WFP Pickle Ball Court Project
Type of Item:	Regular Item
Purpose:	Bid Award
Presented by:	Jeremy Olinger

ATTACHMENTS:

- Contractor Bid Form and Qualifications

BACKGROUND:

At the direction of the Board this past February, Staff went out to bid for constructing Pickle Ball courts and several project related site amenities at Waggener Farm Park.

Town staff received two bids for the 2023 Pickle Ball Court Project and has identified a low bidder:

ECI Construction- \$1,476,310.00 (bid form sheet and qualifications attached)

This low bid was \$296,000 under the next bid.

Site amenities and concept plan design are attached; however, this project will generally consist of constructing eight post tension concrete-courts with fencing, maintenance shed, sidewalks, shade, benches, landscaping, and potentially court lighting. One court will be designed as ADA compliant for play as well as all entries and walk-ups will be ADA accessible and compliant.

This project held a placeholder in the budget at an estimated \$850,000 in 2022/23. This initial project budget number was estimated early in the 2022 design process prior to committee, Pickle ball Club, and public input. From that input, amenities and project scope have increased adding those public desires to the overall design. Staff will be discussing options with the Board to continue the project as well as offer some cost reduction solutions to help reduce expenses without diluting the quality of the project.

FISCAL IMPACT AND FUND SOURCE:

The funding for this project will be from the budgeted line item in 2023, however additional budget funds will be requested to complete the project as bid.

Budget line item:

36-00-5220.00 Waggener Farm Park Construction \$850,000

COMMUNITY TOUCHSTONES:

Part of Berthoud's **Community Identity** is being a great place to visit, live, and recreate. Providing additional park and recreation amenities of this nature creates more opportunities and ways for the community to actively engage as well as exercise frequently those will continue to add to a positivity synergy within the Town and support an identity where people want to live and grow into.

RECOMMENDED ACTION(S):

To discuss the current low bid and additional budget funding as necessary then award the bid to ECI construction for the WFP pickle ball court project.

A Board member may "Move to award to the bid for the 2023 Pickle Ball Court Project to ECI Construction in the amount of \$1,476,310.00." Followed by a second and a roll call vote.

BID FORM

CONTRACT IDENTIFICATION AND NUMBER: **Berthoud WFP Pickleball Courts**

THIS BID IS SUBMITTED TO:

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

THIS BID IS SUBMITTED BY: ELI SITE CONSTRUCTION MANAGEMENT, INC.
(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>
<u>1</u>	<u>3/10/23</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.

Bid Schedule of Values						
District	Town of Berthoud					
Project Name	Waggener Farm Park Pickleball Courts					
Project Number	19005.06					
Plan Set	100% Construction Documents - December 23, 2022					
Bidder Name	ECI Site Construction Management, Inc.					
Bidder Phone	970-669-6291					
Date Submitted	March 30, 2023					
Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
1010	General Conditions					
		Mobilization	1	LS	\$146,463.82	\$ 146,463.82
		Construction Surveying	1	LS	\$19,877.00	\$ 19,877.00
		Temporary Fences and Barricades	1	LS	\$4,331.25	\$ 4,331.25
		Remove Crusher Fines Paving (Haul/Dispose Off-Site)	2,152	SF	\$0.38	\$ 817.76
		Clearing and Grubbing	30,807	SF	\$0.20	\$ 6,161.40
		Remove Existing Trees	4	EA	\$115.20	\$ 460.80
		Earthwork - Move earth on site	1	LS	\$172,453.40	\$ 172,453.40
					Subtotal:	\$ 350,565.43
33800	Site Work-Post Tension Concrete					
	033800-1	Post Tension Concrete Pickleball Courts, includes surfacing, black vinyl fencing, nets, posts, sleeves, and rules and regulations signage	1	EA	\$ 366,982.13	\$ 366,982.13
					Subtotal:	\$ 366,982.13
107346	Site Work-Pre Fabricated Site Shelters					
	107346-1	Maintenance Shed + Picnic Pavilion including concrete slab and foundations	1	EA	\$ 149,200.25	\$ 149,200.25
					Subtotal:	\$ 149,200.25
260000	Site Work-Electrical					
	26000-1	Electrical Panel/Disconnect/Meter	1	EA	\$9,090.62	\$ 9,090.62
	26000-2	Interior Electrical Receptacles	2	EA	\$717.20	\$ 1,434.40
	26000-3	Interior LED Strip Light Fixture	2	EA	\$805.20	\$ 1,610.40
	26000-4	Exterior Electrical Receptacles	2	EA	\$964.15	\$ 1,928.30
	26000-5	Exterior Light Fixture	2	EA	\$731.50	\$ 1,463.00
	265600-6	Exterior Lighting - Pedestrian Pole	1	EA	\$8,562.40	\$ 8,562.40
	265600-7	Exterior Lighting - Court Light Single Head	14	EA	\$12,626.90	\$ 176,776.60
	265600-8	Exterior Lighting - Court Light Double Head	3	EA	\$17,026.90	\$ 51,080.70
	265600-9	Exterior Lighting Controls/switches	1	LS	\$10,774.50	\$ 10,774.50
	265600-10	Secondary site conductor/conduit connection to Xcel Trans	1	LS	\$3,176.80	\$ 3,176.80
					Subtotal:	\$ 265,897.72
312500	Erosion and Sedimentation Controls					
	312500-1	Vehicle Traction Control (VTC)	1	LS	\$4,952.63	\$ 4,952.63
	312500-2	Concrete Washout Area (CWA)	1	LS	\$4,529.01	\$ 4,529.01
	312500-3	Inlet Protection	6	EA	\$258.50	\$ 1,551.00
	312500-4	Sediment Control Log (SCL)	450	LF	\$3.30	\$ 1,485.00
	312500-6	Erosion Control Blanket	2,500	SF	\$0.50	\$ 1,250.00
					Subtotal:	\$ 13,767.64
321300	Site Work-Rigid Paving					
	321313-1	Concrete Pavement - Does not include courts or slab associated with Maintenance Shed/Picnic Pavilion	3,043	SF	\$12.90	\$ 39,254.70
	321313-2	Concrete Pavement - Vehicular Rated	265	SF	\$17.11	\$ 4,534.15
	321313-3	Concrete Pavement - Thickened Edge	224	LF	\$21.32	\$ 4,775.68
	321313-4	Concrete Mowband- 6"	132	LF	\$34.98	\$ 4,617.36
	321313-5	Concrete Pan	100	SF	\$69.04	\$ 6,904.00
	321313-6	Concrete Step	1	EA	\$1,668.25	\$ 1,668.25
					Subtotal:	\$ 61,754.14
321500	Site Work-Aggregate Surfacing					
	321540-1	Crusher Fines Paving	315	SF	\$ 6.51	\$ 2,050.65
					Subtotal:	\$ 2,050.65
323200	Site Work-Retaining Walls					

	320523-1	Cast in Place Concrete Site Wall	47	CY	\$ 1,336.49	\$ 62,815.03
					Subtotal:	\$ 62,815.03
323300	Site Work-Site Furnishings					
	128300-1	Backed Bench	2	EA	\$2,575.43	\$ 5,150.86
	128300-2	Covered Bench	4	EA	\$7,317.86	\$ 29,271.44
	128300-3	Picnic Tables w/Benches, Standard	2	EA	\$6,931.43	\$ 13,862.86
	128300-4	Bike Racks- includes footing or pad	2	EA	\$900.68	\$ 1,801.36
	128300-5	Trash/Recycling Receptacle	4	EA	\$4,220.21	\$ 16,880.84
	128300-6	Hand Rail Stainless Steel	2	EA	\$594.00	\$ 1,188.00
					Subtotal:	\$ 68,155.36
328000	Site Work-Irrigation					
	328000-1	Irrigation for Native Areas (spray)	5,640	SF	\$4.02	\$ 22,672.80
	328000-2	Irrigation for Shrub Areas (drip)	1,670	SF	\$8.80	\$ 14,696.00
	328000-3	Irrigation for Trees (bubbler)	1	EA	\$4,950.00	\$ 4,950.00
	328000-4	Irrigation Power Drop	1	EA	\$244.20	\$ 244.20
					Subtotal:	\$ 42,563.00
329000	Site Work-Grading					
	329113-1	Soil Ammendment (5cy/1000sf in landscaped areas)	28	CY	\$104.50	\$ 2,926.00
	329120-2	Topsoil (6" depth in planting & turf & native seed areas)	135	CY	\$25.43	\$ 3,433.05
					Subtotal:	\$ 6,359.05
329220	Site Work-Landscape					
	329220-1	Seeding-Mid-Height Mix	5,640	SF	\$0.23	\$ 1,297.20
	329220-2	Tree-Deciduous, 2.5" Cal.	1	EA	\$1,073.71	\$ 1,073.71
	329220-3	Shrub- 5 Gallon Container	36	EA	\$93.61	\$ 3,369.96
	329220-4	Shrub- 3 Gallon Container	12	EA	\$141.46	\$ 1,697.52
	329220-5	Perennials- 1 Gallon Container	40	EA	\$52.91	\$ 2,116.40
	329220-6	Grasses- 1 Gallon Container	71	EA	\$57.86	\$ 4,108.06
	329220-7	Pre-emergent Application (As grub item prior to beginning work)	1	LS	\$1,650.00	\$ 1,650.00
					Subtotal:	\$ 15,312.85
329700	Maintenance					
	329700-1	Maintenance Period - Landscape (1 year)	1	LS	\$15,235.00	\$ 15,235.00
	329700-2	Maintenance Period - Native Seed (3 year)	1	LS	\$6,600.00	\$ 6,600.00
					Subtotal:	\$ 21,835.00
334000	Storm Drainage Systems					
	33400-1	Sidewalk Chase	8	LF	\$577.50	\$ 4,620.00
	33400-2	8" PVC	55	LF	\$125.29	\$ 6,890.95
	33400-3	12" PVC	65	LF	\$136.40	\$ 8,866.00
	33400-4	18" Area Drain	3	EA	\$4,632.10	\$ 13,896.30
	33400-5	24" Area Drain	1	EA	\$5,175.50	\$ 5,175.50
	33400-6	PVC to RCP connection to existing	3	EA	\$3,201.00	\$ 9,603.00
					Subtotal:	\$ 49,051.75
TOTAL BID						\$ 1,476,310.00

CONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL QUANTITIES

Prepared by: LEE SITE CONSTRUCTION MANAGEMENT, INC

Bidders Signature:

THOMAS TOWNSON, PRESIDENT



March 30th, 2023

Attn: Noah Nemmers
Town of Berthoud
807 Mountain Ave.
Berthoud, CO 80513

RE: Waggener Farm Park Pickleball Courts

Dear Selection Team,

ECI Site Construction Management, Inc. (ECI) thanks you for the opportunity to provide a response for the Waggener Farm Park Pickleball Court Project. ECI specializes in the management and construction of multifaceted park and amenity projects, all of which include major civil components. If ECI is selected for this project, we will be a committed partner to work with the Town of Berthoud to meet budget goals and deliver a world class project.

ECI distinguishes itself from other Colorado firms given the following:

1. This project aligns with ECI's primary focus, which is multi-faceted and complex parks and recreation projects. ECI maintains an extensive portfolio of building public, outdoor spaces. This is our Company's focus. We have completed more than 135 park and recreation projects locally here in Colorado over the last 15 years. We are a committed partner in all projects and will work with the Town and design team to evaluate budgets, scope, and alternatives.
2. ECI has the capabilities to self-perform many scopes including drainage, base installation, over-excavation and several other scopes on these types of projects. ECI also understands the importance of subcontractor partners to help expedite and deliver projects. These coupled together critical in our ability to drive schedule and deliver projects on time.
3. ECI has extensive experience working with the specialty subcontractors for post-tension sports courts and custom/prefabricated shelters, both of which are cornerstones of this project. These subcontractors have been listed and included in the bid documents.
4. In addition to the unit price bid, ECI is providing a detailed list of clarifications to explain what is included in the line items. We felt this was important to address some of the items that are driving costs and include options for value engineering. ECI's team will help to finalize budgets and alternatives so the Town can make critical decisions about the most beneficial approach to meeting the budget and schedule of this project.

Thanks again for the opportunity to submit our proposal, and please don't hesitate to call with any questions or clarifications.

Sincerely,

A handwritten signature in blue ink that reads 'Jay Burgess'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Jay Burgess, Senior Estimator Jay.burgess@ecisite.net
ECI Site Construction Management, Inc.



Clarifications:

1. Pricing based on Waggener Farm Pickleball Courts 100% Construction drawings and specifications dated December 23, 2022 prepared by Wenk Associates
2. Pricing acknowledges addendum 1
3. Per Addendum 1, Bid Tab Quantity for Earthwork – Move earth on site, bid item modified. Provided Bid Schedule of Values quantity was 0 CY. Contractor quantity = 1 LS.
 - a. Pricing for Earthwork – Move earth on site bid item includes: Topsoil Strip and Replace, Cut to Fill, 3' Over-excavation, Lime Treated subgrade, and export excess material.
4. Bid Tab Quantity for Cast in Place Concrete Site Wall bid item modified. Provided Bid Schedule of Values Quantity was 470 CY. Contractor quantity = 47 CY
5. Bid Tab Quantity for PVC to RCP connection to existing bid item modified. Provided Bid Schedule of Values Quantity was 2 EA. Contractor quantity = 3 EA
6. Per addendum 1, the over-excavation required for the Cast in Place Site wall will make it necessary to remove and replace the concrete paving on the east side of the site.
 - a. Additional cost not included in the provided bid tab for the removal and replacement of concrete walk on the east side of the site = **\$19,228.00**
7. Per sheet C1.0, the concrete path and landscape bed on the north side of the site will require removal and replacement of concrete pavement and landscape bed in order to tie in the utility piping.
 - a. Additional cost not included in the provided bid tab to complete the removal and replacement of concrete and landscape area = **\$3422.00**
8. At the maintenance shed and picnic pavilion, footers and foundations are bid per provided details on sheet L-204. Per the note, when building permit submittals are filed, ECI will work with the owner to determine credits or additional charges if needed.
9. VE Option for Cement Treated Subgrade in Lieu of Lime Treated Subgrade - Deduct **\$38,235.00**
10. Utility Transformer and Primary Service excluded. To be supplied by Owner
11. There are a number of specified items that have large lead times that will impact the projects ability to be completed within the specified schedule. The lead times for site furnishings, electrical gear, and Shed/Shelter vary between 12-28 weeks. ECI will work with the Town to discuss phasing and scheduling to minimize these impacts.

RENNER SPORT SURFACES REFERENCES

- **Green Valley Pickleball Center**- Green Valley Parks Dept., Green Valley, AZ Trey Luglan, Division 2 Construction, Project Manager 520-628-1663 ext. 108- Constructed (24) post tensioned concrete pickleball courts with fencing and provided the structural design for the post tensioned concrete slabs.
- **Golden Peak Park**- Vail Parks and Recreation- 700 East Frontage Rd., Vail, CO- Todd Oppenheimer- Senior Landscape Architect- Ford Park- - Constructed (6) post tensioned concrete pickleball courts with RSS Reflex Cushion Surface and provided the structural design for the post tensioned concrete slab (970) 479-2161
- **Apex Pickleball Center**- Apex Park and Recreation District- 13150 W. 72nd Ave, Arvada, CO Bob Roby- Parks Director- Constructed (16) post tensioned concrete pickleball courts with RSS Reflex Cushion Surface and provided structural drawings for the post tensioned concrete slabs (303) 467-7153
- **Broadmoor Hotel**- 1 Lake Ave., Colorado Springs, CO 80906- Karen Brandner, Director of Tennis- Constructed (3) post tensioned concrete pickleball courts and (3) tennis courts with RSS Reflex Cushion Surface (719)
- **Steamboat Springs Tennis Center**- 2500 Pine Grove Rd. Steamboat Springs, CO Ernie Jenkins- Parks Dept. Constructed (8) post tensioned concrete pickleball courts and provided structural drawings for the post tensioned concrete slabs (970) 871-7025
- **Eisenhower Park, Huston Lake Park and MLK Parks**- Denver Parks and Recreation- 200 West Colfax Ave., Denver, CO 80201 Jennifer Olson- Parks Dept. Project Manager, Constructed (4) post tensioned concrete pickleball courts at each of the parks in addition to 3 tennis courts and provided structural drawings for the post tensioned concrete slabs- (720) 913-0609
- **Cornerstone Park**- South Suburban Parks and Recreation- 6651 S. Krameria Way, Centennial, CO 80111 Melissa Reese- Thacker, - Park Planner, built (6) post tensioned concrete pickleball courts and provided structural design for post tensioned concrete slabs (303) 483-7023

TWIN SILO PARK

Fort Collins



PROJECT DATA

OWNER CONTACT

Craig Kisling
City of Fort Collins
970-221-6367
ckisling@fcgov.com

START AND END DATES

May 2016–October 2017

CONTRACT AMOUNT

\$10,013,535

ARCHITECT | ENGINEER

Civitas Inc.

ELEMENTS OF SUCCESS

Given the large increase of housing growth, the neighborhoods in southeast Fort Collins needed a regional park. Twin Silo is a 54-acre park featuring a "Homestead" theme with a community garden and orchard. The new playground includes two relocated steel silos, a shelter designed to look like a farmhouse,

The park features new lighting, landscaping and irrigation, dog park, parking, baseball fields and restroom, pickleball courts, multi-purpose fields and a unique vertical grow wall. Other aspects include an upgraded BMX riding area and improvements to McClelland's Creek, creating a water play area.



CM/GC

MEHAFFEY PARK

Loveland



PROJECT DATA

OWNER

Janet Meisel-Burns
City of Loveland
970-962-2451
janet.meiselburns@cityofloveland.org

START DATE

August 2013 – July 2015

CONTRACT AMOUNT

\$10,895,119

ARCHITECT | ENGINEER

Logan Simpson Design Inc.

ELEMENTS OF SUCCESS

Mehaffey Community Park is a 63-acre regional park located in west Loveland, Colorado. The site required extensive excavation and grading. Park features include a playground with glass fiber reinforced concrete climbing and retaining walls, custom skate park and post tension tennis courts. The playground contains a waterfall feature with a small stream, and the multipurpose field is surrounded by cherry and apple orchard trees.

The fenced dog park includes a shade shelter, and the site has trails surrounding the perimeter with trail lighting. Art designed specifically for the project is displayed in various areas of the spacious park for viewing.



QUAIL CAMPUS

Longmont



PROJECT DATA

OWNER CONTACT

Steve Ransweiler
City of Longmont
303-774-4532
steve.ransweiler@ci.longmont.co.us

START AND END DATES

June 2015 – August 2016

CONTRACT AMOUNT

\$2,350,252

ARCHITECT | ENGINEER

MIG

ELEMENTS OF SUCCESS

Quail Campus in Longmont is a large community campus that includes a museum, recreation center and access to local regional trails. ECI was contracted to construct a 10 court post-tensioned tennis court complex, new asphalt parking lot and expanded access drive. The new court complex features fencing, gates, nets, wind screens and lighting.

The existing irrigation system was upgraded with a new pump. New shrubs, trees and perennials were planted, along with low-water bluegrass sod and native grasses in the surrounding area. A decorative concrete plaza, sidewalks and ADA ramps allow for safer access to the courts and trails.



BOARD OF TRUSTEES INFORMATION



PUBLIC WORKS DEPARTMENT

Meeting Date:	April 11, 2023
Agenda Title/Subject:	5-Year Sidewalk Improvement Plan
Type of Item:	Presentation
Purpose:	Board Approval of 5-Year Plan
Presented by:	Keith Knoll – Public Works Operations Manager

ATTACHMENTS:

- Examples of Major Sidewalk Issues
- 5 Year Sidewalk Improvement Plan & Estimates
- Town of Berthoud Sidewalk ADA Transition Plan

BACKGROUND:

The Town Boards Less-is-Better Strategic Plan set a goal of establishing a sidewalk-maintenance-and-replacement plan in 2023. Utilizing the *Town of Berthoud Sidewalk ADA Transition Plan*, town staff focused on the neighborhoods with greater needs which include Old Town Berthoud from Welch Ave. to Bunyan Ave. These neighborhoods create major connections between schools, parks, and Downtown Berthoud. The sidewalk issues include non-compliant ADA ramps, uneven flagstone, and missing or poor-condition sidewalks.

The included 5-Year Sidewalk Plan, 2023-2027, includes estimates for concrete repairs only. Flagstone sidewalks are estimated for full concrete replacement; however, homeowners may keep flagstone if they make necessary repairs. Additional budgeting will be added each year for traffic control, mobilization, landscaping repair, possible tree removal, and asphalt patching. Sidewalks adjacent to the planned road improvements each year will also be inspected and included in budgeting.

Major issues staff plans to encounter include tree roots and missing sidewalk segments. Tree root issues will be addressed using coordination with the Town Forester, with tree removal being our last resort response. Staff is asking for direction from the Town Board in handling missing segments of the sidewalk where the sidewalk has been previously removed by the homeowner or never existed.

FISCAL IMPACT AND FUND SOURCE:

Year 1, 2023, of this plan is currently fully funded in the 2023 budget. \$553,321.08
41-00-5221.00 – Downtown Sidewalk Replacement - \$150,000.00
51-00-5038.00 – Sidewalks/ADA - \$500,000.00

Years 2024-2027 will be budgeted accordingly based on estimated costs

COMMUNITY TOUCHSTONES:

The Board of Trustees' Less-is-Better Strategic Plan set a Measurable Milestone Goal of establishing a sidewalk maintenance -and-replacement plan. Sidewalks provide **sustainable** & vital networks for pedestrian travel and enhance Berthoud's **Community Identity** of a small town, rich in beautiful parks, historic homes, and a mature urban forest that everyone can walk through and enjoy.

RECOMMENDED ACTION(S):

Board approval of the 5-Year Sidewalk Improvements Plan and direction for additional staff questions.

Major Sidewalk Issues

Mature Tree Roots

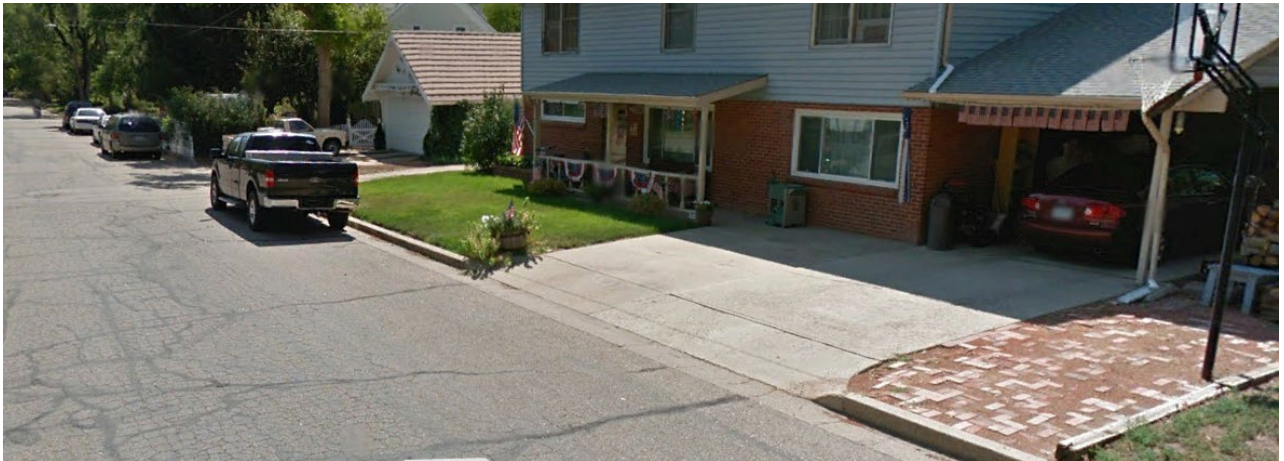


*This repair may require the cutting of major anchor roots in the tree. It could be recommended to remove this tree to prevent future tree decline.

Missing Sidewalk



*Mature trees, homes built close to the ROW, driveways, poles, and established gardens exist in areas where sidewalks are missing.



Town of Berthoud - Sidewalk Improvements 5 Year Plan

2023

Location	2023 Bid Award Cost
7th St. Place	Project was bid in coordination with the 2023 Road Improvements
7th St. - Bunyan Ave. to Franklin Ave.	
Bunyan Ct.	
6th St. Ct.	
6th St. - Section S. of Bunyan	
Franklin 6th St. - 9th St.	
Lake 6th St. - 9th St.	
6th St. - Mass. Ave. to Franklin Ave.	
Turner Ave. - 3rd St. to 9th St.	
4th St. - Welch Ave. to Mountain Ave.	
Turner Ave. - 3rd St. to 6th St.	
Total	\$ 553,321.08

2024

Location	Estimated Cost
7th St - Franklin Ave. to Berthoud Town Park	\$ 174,058.93
Mass. Ave. - 4th St. to 9th St.	\$ 20,200.25
9th St. - Mountain Ave. to Mass. Ave.	\$ 149,877.90
Total	\$ 344,137.08

2025

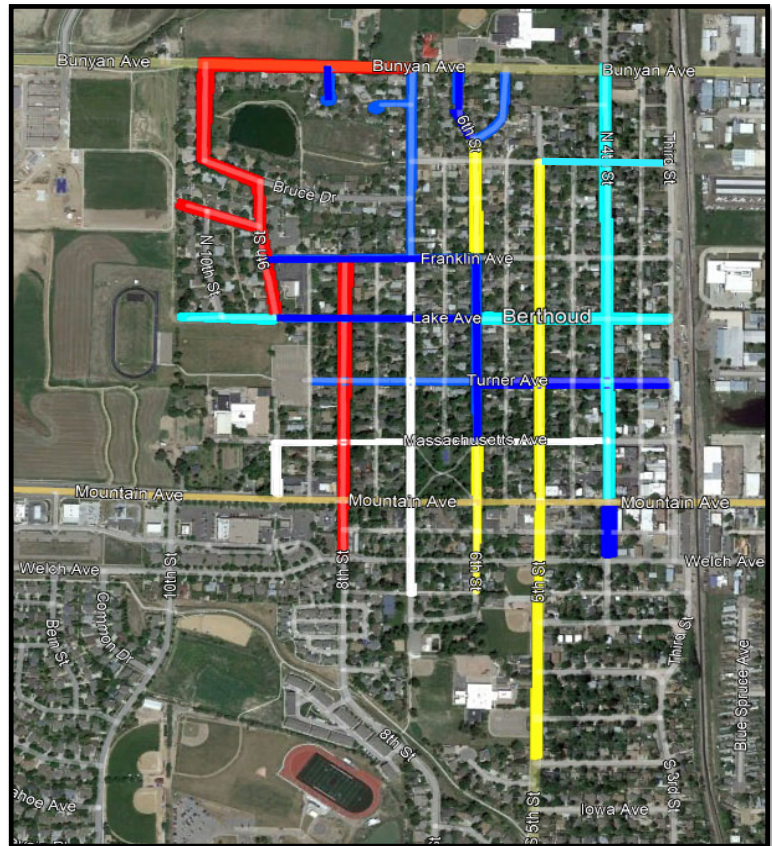
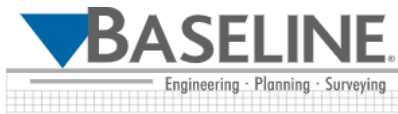
Location	Estimated Cost
4th St. - Bunyan Ave. to Mountain Ave.	\$ 172,620.28
Lake Ave. - 3rd St. to 6th St. & 9th St. to End	\$ 123,920.19
Capital Ave. - 3rd St. to 5th St.	\$ 46,800.40
Total	\$ 343,340.87

2026

Location	Estimated Cost
Bunyan Ave. (south) 7th St. to 10th St.	\$ 21,958.28
10th St & 9th St. - Bunyan Ave. to Lake Ave.	\$ 34,262.74
8th St. - Lake Ave. to Franklin Ave.	\$ 80,468.34
Franklin Ave. from 9th St. to End	\$ 100,904.02
Total	\$ 237,593.38

2027

Location	Estimated Cost
5th St. - Capital Ave. to Colorado Ave.	\$ 181,357.67
6th St. Cap. To Frank. & Mass. To Town Park	\$ 122,684.49
Total	\$ 304,042.16



2024					
7th St. - Franklin Ave. to Town Park					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	182	\$ 8,439.34
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	592	\$ 25,527.04
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	0	\$ -
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	458	\$ 20,664.96
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	1057	\$ 55,355.09
6	1' Driveway transition Strip	LF	\$ 13.75	0	\$ -
7	Handicap Ramps Directional	EA	\$ 2,371.25	24	\$ 56,910.00
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	3	\$ 7,162.50
					\$ 174,058.93
2024					
9th St. - Mountain Ave. To Mass. Ave					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	0	\$ -
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	200	\$ 8,624.00
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	25	\$ 1,596.75
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	0	\$ -
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	100	\$ 5,237.00
6	1' Driveway transition Strip	LF	\$ 13.75	0	\$ -
7	Handicap Ramps Directional	EA	\$ 2,371.25	2	\$ 4,742.50
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	0	\$ -
					\$ 20,200.25
2024					
Massachusetts Ave. - 4th St. to 9th St.					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	628	\$ 29,120.36
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	107	\$ 4,613.84
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	123	\$ 7,856.01
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	465	\$ 20,980.80
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	572	\$ 29,955.64
6	1' Driveway transition Strip	LF	\$ 13.75	25	\$ 343.75
7	Handicap Ramps Directional	EA	\$ 2,371.25	18	\$ 42,682.50
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	4	\$ 14,325.00
					\$ 149,877.90
2025					
4th St. - Bunyan Ave. to Mountain Ave.					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	944	\$ 43,773.28
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	0	\$ -
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	0	\$ -
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	433	\$ 19,536.96
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	942	\$ 49,332.54
6	1' Driveway transition Strip	LF	\$ 13.75	40	\$ 550.00
7	Handicap Ramps Directional	EA	\$ 2,371.25	16	\$ 37,940.00
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	9	\$ 21,487.50
					\$ 172,620.28
2025					
Lake Ave. - 3rd St. to 6th St. & 9th St. to Waggener Trail					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	628	\$ 29,120.36
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	971	\$ 41,869.52
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	146	\$ 9,325.02
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	0	\$ -
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	17	\$ 890.29
6	1' Driveway transition Strip	LF	\$ 13.75	0	\$ -
7	Handicap Ramps Directional	EA	\$ 2,371.25	16	\$ 37,940.00
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	2	\$ 4,775.00
					\$ 123,920.19
2025					
Capital Ave. - 3rd St to 5th St.					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	0	\$ -
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	920	\$ 39,670.40
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	0	\$ -
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	0	\$ -
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	0	\$ -
6	1' Driveway transition Strip	LF	\$ 13.75	0	\$ -
7	Handicap Ramps Directional	EA	\$ 2,371.25	2	\$ 4,742.50
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	1	\$ 2,387.50
					\$ 46,800.40

2026					
Bunyan Ave. (South Only) - 7th St. to 9th St.					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	0	\$ -
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	0	\$ -
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	0	\$ -
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	444	\$ 20,033.28
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	0	\$ -
6	1' Driveway transition Strip	LF	\$ 13.75	140	\$ 1,925.00
7	Handicap Ramps Directional	EA	\$ 2,371.25	0	\$ -
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	0	\$ -
					\$ 21,958.28
2026					
Franklin Ave. - 9th St. to End					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	0	\$ -
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	0	\$ -
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	502	\$ 32,062.74
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	0	\$ -
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	0	\$ -
6	1' Driveway transition Strip	LF	\$ 13.75	160	\$ 2,200.00
7	Handicap Ramps Directional	EA	\$ 2,371.25	0	\$ -
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	0	\$ -
					\$ 34,262.74
2026					
Massachusetts Ave. - 4th St. to 9th St.					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	0	\$ -
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	0	\$ -
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	439	\$ 28,038.93
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	943	\$ 42,548.16
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	0	\$ -
6	1' Driveway transition Strip	LF	\$ 13.75	545	\$ 7,493.75
7	Handicap Ramps Directional	EA	\$ 2,371.25	0	\$ -
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	1	\$ 2,387.50
					\$ 80,468.34
2026					
4th St. - Bunyan Ave. to Mountain Ave.					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	0	\$ -
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	0	\$ -
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	0	\$ -
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	783	\$ 35,328.96
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	788	\$ 41,267.56
6	1' Driveway transition Strip	LF	\$ 13.75	35	\$ 481.25
7	Handicap Ramps Directional	EA	\$ 2,371.25	3	\$ 7,113.75
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	7	\$ 16,712.50
					\$ 100,904.02
2027					
5th St. - Capital Ave. to Colorado Ave. (Town Park Not Included 540ft)					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	1748	\$ 81,054.76
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	0	\$ -
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	0	\$ -
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	624	\$ 28,154.88
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	794	\$ 41,581.78
6	1' Driveway transition Strip	LF	\$ 13.75	150	\$ 2,062.50
7	Handicap Ramps Directional	EA	\$ 2,371.25	9	\$ 21,341.25
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	3	\$ 7,162.50
					\$ 181,357.67
2027					
6th St. - Capital Ave. to Franklin Ave. & Mass. To Town Park					
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	\$ 46.37	344	\$ 15,951.28
2	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	\$ 43.12	270	\$ 11,642.40
3	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	\$ 63.87	638	\$ 40,749.06
4	Attached 4' Sidewalk Removal & Replacement	LF	\$ 45.12	240	\$ 10,828.80
5	Detached 4' Sidewalk Removal & Replacement	LF	\$ 52.37	410	\$ 21,471.70
6	1' Driveway transition Strip	LF	\$ 13.75	45	\$ 618.75
7	Handicap Ramps Directional	EA	\$ 2,371.25	4	\$ 9,485.00
8	Handicap Ramps Diagonal	EA	\$ 2,387.50	3	\$ 11,937.50
					\$ 122,684.49



TOWN OF BERTHOUD SIDEWALK ADA TRANSITION PLAN

Town of Berthoud Sidewalk ADA Transition Plan – Table of Contents

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Executive Summary

The Town of Berthoud has conducted this Americans with Disabilities Act (ADA) Transition plan in accordance with Title II of The Americans with Disabilities Act of 1990 with the purpose of identifying areas of the public right of way that need to be improved to allow for greater pedestrian accessibility. The plan includes a thorough investigation of the town's public pedestrian infrastructure and has incorporated public input into its recommendations. Public input was gathered through a seven-question survey that was conducted to gather baseline information. The next step was data gathering, which consisted of a self-evaluation in which the Town sought to obtain an understanding of the barriers that inhibit the safe travel of pedestrians through the community, the surveying and description of curb ramp and sidewalk conditions, and finally the development of Pedestrian Master Plan strategies to take a broader look at the needs of the community from a pedestrian mobility standpoint. The Town has a continual commitment to the self-evaluation of its pedestrian facilities. Feedback from public and private entities will be paramount. This transition plan, along with future updates, will assist the Town of Berthoud in upgrading its public accessibility for all members of the community.

Project Background

Project Description

The purpose of the ADA transition plan is for the Town of Berthoud to identify obstacles within their community that can be upgraded to improve the overall accessibility in and around their neighborhoods. These obstacles include but are not limited to, missing or damaged sidewalk, missing curb ramps, and curb ramps that are out of compliance. The Public Right of Way Accessibility Guidelines (PROWAG) standards were used in the plan to evaluate sidewalks and curb ramps. These standards can be found at <https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way>. Once these obstacles are identified, a plan to make public Right of Ways accessible will be determined and recommendations will be made for areas that are most in need of upgrades. The plan will also identify which public officials are responsible for implementing the plan and what steps are necessary for ensuring the continued success of the ADA Transition Plan moving forward.

ADA Requirements

The Town of Berthoud is implementing the ADA transition plan in accordance with Title II of The Americans with Disabilities Act of 1990. Title II of the Act states that all public entities must make their public Right of Way accessible to those with disabilities and must periodically assess their facilities for ADA compliance until all barriers are removed.

ADA Coordinator

Each public entity must have a designated ADA coordinator to be the point of contact for ADA compliance. The appointed coordinator must be knowledgeable in ADA compliance and versed in the daily operations of the department. The contact information for the Town of Berthoud's ADA coordinators can be found in appendix A. Having an ADA coordinator is beneficial because it allows for the public to know where to go with questions, allows for timely and consistent responses, and designates someone to take ownership and responsibility for implementing the plan.

Public Outreach

Providing Public Information

The Town of Berthoud is committed to understanding the accessibility needs of all its residents including those with disabilities. Residents can stay up to date on pedestrian improvements by visiting the Town of Berthoud's website at www.berthoud.org and searching for "Pedestrian Master Plan". Additionally, the public can report identified ADA barriers to the pedestrian transportation system through the grievance process outlined later in this document.

Community Survey

To better understand the needs of its community, the Town of Berthoud conducted a community survey with regards to pedestrian accessibility around town. The survey focused on the public's feedback on existing sidewalks in town, and how those facilities could be improved to increase the safety and experience of the pedestrian. It produced 99 responses from the public. This valuable feedback will help provide the town direction on future pedestrian and accessibility projects.

The survey was posted on the Town of Berthoud's website and consisted of seven questions. The first question asked residents how frequently they or their family members used sidewalks in town. Figure 1 below depicts responses.

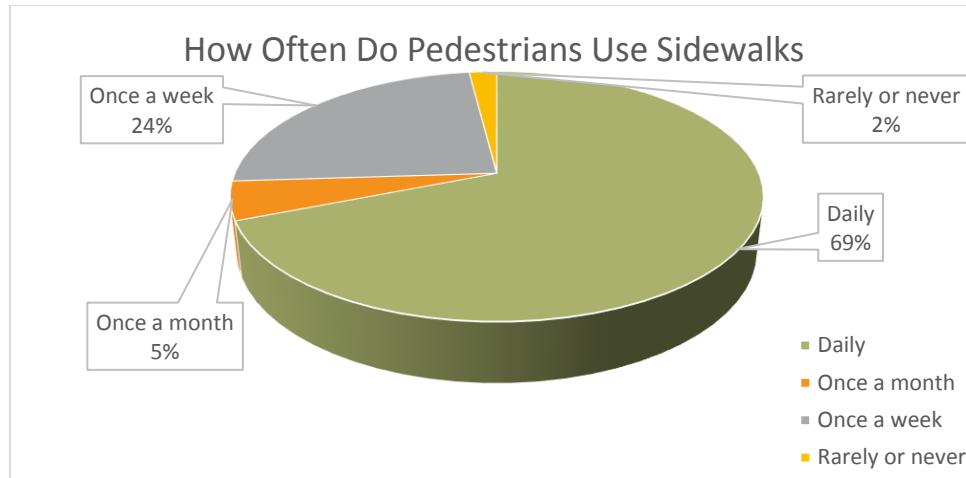


Figure 1. Survey question 1 responses.

As shown in Figure 1, 69% of responders said they or a family member used sidewalks in town on a daily basis. Once a week was the second most common response at 24%. It is worth noting, however, that a resident was more likely to respond to the survey if they are more invested in using pedestrian transportation systems. For this reason, percentages are likely to be higher for the “daily” and “once a week” responses in this survey. Question 2 of the survey asked residents how safe they felt when using sidewalks around town with 5 being very safe and 1 being not safe at all. Percentages of responses are shown below in Figure 2.

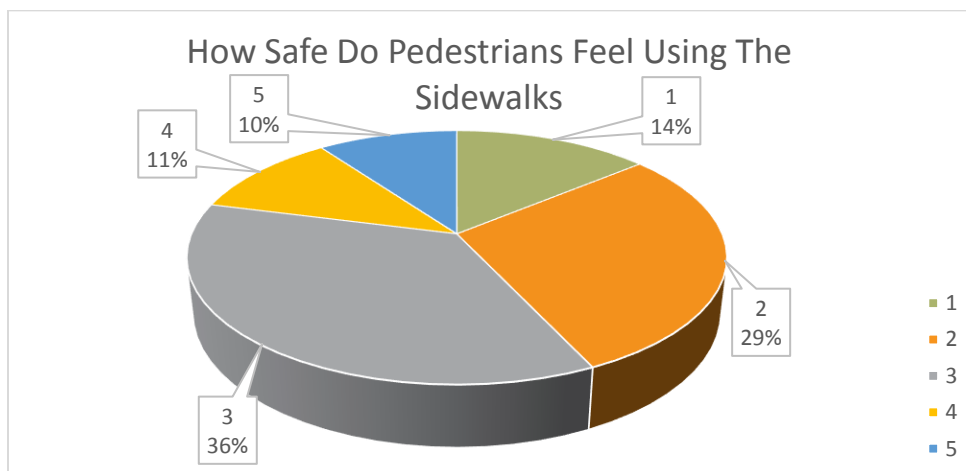


Figure 2. Survey question 2 responses.

The response suggests that the majority of residents feel somewhat unsafe when using sidewalks around town as 79% of responses were at 3 or below. Worth noting with the first two questions of the survey was that there was a strong correlation between those who responded to frequently using the sidewalk system and those who responded to feeling unsafe when using the sidewalks. This suggests that those residents more familiar with the sidewalks in town were also more likely to consider them unsafe.

Another question in the survey asked residents what is the single thing that they would fix to improve accessibility around town. Some common responses were:

- Add new sidewalk to places where it is missing.
- Replace or level sidewalks that have settled or been damaged by tree roots.
- Add curb ramps to crossing areas that are currently missing them.
- Add more places for pedestrians to safely cross streets.

Other common recommendations from the public resulting from the survey were to improve routes to school for children and to better connect outer suburbs to downtown. There were also several questions asking where the funding for these pedestrian improvements would come from. Survey responses can be found in Appendix E.

Grievance Process

The Town of Berthoud has an adopted an Americans with Disabilities Act Grievance procedure.

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Town of Berthoud. The Town's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to the:

Public Works Director

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

Within 15 calendar days after receipt of the complaint, the Public Works Director or their designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the Public Works Director or their designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Town of Berthoud and offer options for substantive resolution of the complaint.

If the response by the Public Works Director or their designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Town Administrator.

Within 15 calendar days after receipt of the appeal, the Town Administrator will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Town Administrator will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.



All written complaints received by the Public Works Director or their designee, appeals to the Town Administrator, and responses from these two offices will be retained by the Town of Berthoud for at least three years from the original submittal date of the complaint.

Data Gathering

Self-Evaluation

The initial process in the ADA transition plan was to perform a self-evaluation that included field data collected for the Town of Berthoud's pedestrian accessibility within the public right-of-way. The intent of the self-evaluation was to obtain a comprehensive understanding of the barriers that inhibit sidewalk users of all types to safely travel through the community. This self-evaluation methodology is outlined below. As a result of the evaluation, some of the key barriers to accessibility were determined to be:

- Damaged or uneven sidewalk
- Missing sidewalk links
- Sidewalk with high cross slopes across driveways
- Missing curb ramps
- Damaged or non-ADA compliant curb ramps
- Obstructions from vegetation or parked vehicles

Methodology

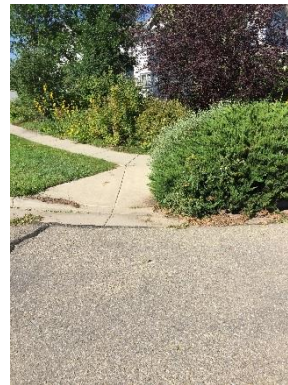
The curb ramp data gathering process began with an aerial photo study to determine which neighborhoods in the Town of Berthoud consistently contained curb ramps. Only one of the eight neighborhoods were determined to be consistently missing curb ramps. In this neighborhood, identified curb ramps were visited and surveyed. All other neighborhoods were walked in their entirety and curb ramps were surveyed one intersection to the next. These surveys were conducted by two-person crews with one measuring criteria and the other recording results in an excel spreadsheet. Additionally, photos were taken of each curb ramp prior to surveying. The curb ramps were ranked on a quality-based point system. Appendix B outlines the scoring that was used to rank the ramps as well as the criteria used to evaluate them. Below are photos of curb ramps from each of the three categories.



Good Curb Ramps: Curb ramps with little to no physical damage that comply with most PROWAG standards.



Fair Curb Ramps: Curb ramps with moderate physical damage or drainage issues that comply with the majority of PROWAG standards.

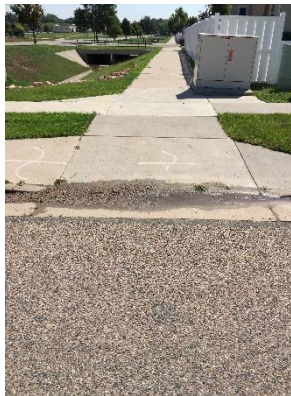


Poor Curb Ramps: Curb ramps with major physical damage or drainage issues that comply with few PROWAG standards.

The majority of sidewalk evaluations were conducted while the two-person crews walked between intersections. Streets that were not covered by the walking evaluations were driven and visually observed from the vehicle. Hand held aerials were used to record identified barriers to sidewalks. Sidewalks and curb ramps were then recorded into neighborhood maps shown in Appendix C. Sidewalks were classified as good, fair, and poor based upon overall physical condition, vertical barriers, obstructions, and cross slope non-compliances found in the field. The sidewalk ratings were general categories assigned as a result of field observations. The majority of sidewalks were at least 4' wide which is the PROWAG criteria for sidewalk width. Some obstructions existed that limited the travel width, and this was factored in to the overall sidewalk rating. Below are photos depicting the three categories of sidewalks.



Good Sidewalks: Unobstructed 4' wide sidewalks that are detached from the curb and gutter or connected to roll-over curb. Cross slopes at or below 2%.



Fair Sidewalks: Sidewalks in good overall physical condition with cross slopes greater than 2% or with minor vertical deflections.



Poor Sidewalks: Flagstone sidewalks or other sidewalks that have major vertical deflections or physical damage.

Criteria Description

Appendix B contains the quality-based scoring system that was used to evaluate curb ramps. The "Criteria" column contains each aspect of the curb ramp that was measured in the field. As shown in this column, there are a few elements that only pertain to parallel or perpendicular ramps. Elements that were weighted more heavily during the evaluation process are located at the top of the column while those weighted less are towards the bottom. Detectable warnings would have been weighted higher in this evaluation, however

since very few ramps in town had these, all data would have been skewed in one direction. The second column titled “PROWAG Standard” contains the current PROWAG standard that the ramps were evaluated upon. The final column gives the criteria intervals and the number of points associated with each interval.

As shown in column three, zero points were assigned to elements of each ramp that met PROWAG standards. More points were assigned to elements with higher weights that exceeded the standard by a higher margin. Ramps were then classified as “Good”, “Fair”, and “Poor”. Good ramps were categorized as receiving 10 or less points, fair ramps received between 11 and 20 points, and poor ramps received greater than 20 points. These point intervals were assigned to develop a balanced spread of curb ramp classifications in order to inform which ramps should be targeted for replacement. **Most ramps classifying as “Good” still do not meet all PROWAG standards.** Ultimately, Appendix B summarizes the results of the ramp evaluations.

Neighborhood Descriptions

The neighborhoods surveyed in the Town of Berthoud were broken into eight sections shown on the key map in Appendix C. There were three recently constructed neighborhoods that were not included in the self-evaluation with the reasoning that these neighborhoods should have a higher quality of curb ramps and sidewalks.

Neighborhood 1 (Hillsdale):

The sidewalks in this neighborhood are overall in good physical condition with a few minor vertical barriers greater than half an inch and a few obstructions from overhanging vegetation. The sidewalks are for the most part 4 feet wide and attached to the curb and gutter. In a few places, drive cuts increase cross slopes over the PROWAG standard of 2%. Other small stretches of sidewalk have cross slopes over 2% while the majority comply. Most curb ramps in this neighborhood are parallel and in good to fair condition. There are, however, four notably missing ramps on the north end of the neighborhood directly south of Berthoud High School.

Neighborhood 2 (Berthoud Commons):

Sidewalks in this neighborhood are in good physical condition. This neighborhood has predominantly 4 foot wide detached sidewalk which eliminates drive cut sidewalk cross slope issues. There are just a few stretches with cross slopes greater than 2%. Curb ramps in this neighborhood vary almost equally between parallel and perpendicular. Most ramps were classified as good or fair and no missing ramps were identified.

Neighborhood 3 (Fickel Farm / Mary’s Farm):

The sidewalks in this older neighborhood, located south of Pioneer Park, are in generally fair physical condition with widths of 4 feet. They contain many vertical barriers greater than one half inch and the majority of cross slopes are over 2%. The newer developments on Michigan and Colorado Avenues from 1st St. to 2nd St. are in good condition and comply with PROWAG standards. The northern part of this neighborhood, from Third St. to 1st St., has poor or missing sidewalks. Most curb ramps in this neighborhood are in good or fair condition. The same stretch, from Third St. to 1st St., that has poor sidewalks also has 2 missing curb ramps.

Neighborhood 4 (Old Town South):

Sidewalks along Welch Ave. are either flagstone and in poor condition or missing. The portion of the neighborhood south of Mayo Ct. has compliant sidewalks. Sidewalks from Colorado Ave. to Bimson Ave. are in fair physical condition and have multiple drive cuts resulting in cross slopes greater than 2%. Sidewalk widths in this neighborhood vary between 3.5 and 4 feet. This neighborhood has recently

constructed curb ramps along 5th St., adjacent to Ivy Stockwell Elementary School. Several ramps, however, are still missing or in poor condition.

Neighborhood 5 (Peakview Meadows):

Sidewalks are in good physical condition and compliant with PROWAG standards in this newer neighborhood with a few small exceptions where cross slope exceeds 2%. Sidewalk widths are 4 feet. The curb ramps are entirely perpendicular and predominantly classified in good condition.

Neighborhood 6 (Old Town North):

Most of the sidewalks in this neighborhood are flagstone, and in extremely poor condition. Vertical barriers, ranging from a quarter inch to 4 inches, are common throughout the neighborhood. Cross slopes in this area are often well above 2%, as the flagstone panels have settled over the years. These panels are predominantly 4 feet wide. However, the edges are severely overgrown in places with grass so the effective widths of the sidewalk ranges anywhere between 3 and 4 feet. Where concrete sidewalks exist, drive cuts are prominent, and cross slopes become greater than 2%. Most of the intersections in this neighborhood have directional ramps. These ramps, however, are predominantly in fair or poor condition. Several other intersections have missing ramps. Most notably missing are the ramps along Bunyan Ave., directly south of Berthoud Elementary School.

Neighborhood 7 (North Subdivision):

The sidewalks in this neighborhood are in good overall-physical condition. They are, however, attached, and drive cuts have cross slopes over 2%. The sidewalk widths are at or close to 4 feet. The southern portion of this neighborhood has recently constructed curb ramps which are in good condition. The older ramps to the north, range from good to poor in rating.

Neighborhood 8 (Gateway / Collins Park):

Sidewalks in this newer neighborhood are detached and in good overall physical condition with widths of 4 feet. Curb ramps are almost entirely perpendicular, and the majority were rated to be in good condition.

Town Design Standards

The Town of Berthoud's Engineering Division refers to Larimer County Urban Area Street Standards for all roadway design and construction standards. These standards can be found at <https://www.larimer.org/engineering/standards-and-guides/urban-area-street-standards>.

Pedestrian Master Plan / Prioritization Strategy

In conjunction with the development of their ADA Transition Plan, the Town of Berthoud developed a Pedestrian Master Plan to take a broader look at the needs of the community from a pedestrian mobility standpoint. Of major importance to the town is the movement of students safely and efficiently to the four schools within their community. Apart from using the Town of Berthoud's funds for these projects, alternative funding methods such as the Safe Routes to School (SRTS) Grant are being considered. The following sections are potential starting points for future projects that would improve the safety and accessibility of pedestrians. A cost estimation for these locations is in Appendix D.

Identify School Routes:

Berthoud Elementary School (Location A)

Bunyan Ave. – N 10th St. to N 4th St.

A 0.43 mile stretch adjacent to Berthoud Elementary School. This corridor has eight missing curb ramps and six that are in fair or poor condition. The sidewalk cross slope is largely greater than 2% and there are several vertical barriers greater than half an inch. Bunyan Ave. is also missing a stretch of sidewalk

approximately 400 feet directly across from the school. Also notable is a cross walk across 6th St. Ct. that connects two curbs without ramps.

Berthoud High School (*Location B*)

Spartan Ave – 10th St. to 8th St.

This 0.36 mile stretch is directly south of Berthoud High School. It contains 4 missing curb ramps and 8 that are in fair or poor condition. The sidewalk is in decent physical condition with some cross slopes greater than 2%. Three cross walks exist that lead to no curb ramps.

Turner Middle School (*Location C*)

This school does not have a clear route associated with it. However, there are plenty of opportunities for improved accessibility. 9th St., which connects the school to Mountain Ave one block to the south, has missing or poor sidewalks. The 9th St. and Massachusetts Ave intersection at the school has 3 missing curb ramps and 3 that are in fair condition. This intersection also has two cross walks that lead to missing ramps.

The adjacent neighborhood has poor sidewalks and curb ramps. A majority of nearby sidewalks are flagstone and in poor physical condition. There are many missing or poor curb ramps as well. For example, the 6 block corridor along 6th St. from Mountain to Bunyan, has 15 missing curb ramps and 8 ramps in fair or poor condition. This is a route that could be used to access both Turner Middle School and Berthoud Elementary School.

Neighborhoods with Greater Needs (*Locations D and E*)

During the self-analysis survey of the Town of Berthoud, neighborhoods 4 and 6 were found to be in most dire need of improvements to the pedestrian system. These neighborhoods correspond geographically to downtown Berthoud with neighborhood 6 directly north and 4 directly south. Many of the existing sidewalks in these neighborhoods, especially closer to downtown, are composed of flagstone panels. These panels have settled over the years and have experienced extreme physical damage from tree roots. It is not uncommon for vertical cracks to exceed 2 inches and for cross slopes to exceed 5 percent. There are additionally small segments of sidewalk missing scattered throughout the two neighborhoods.

Curb ramps are also problematic in these neighborhoods. Between the two, there are 58 missing curb ramps, accounting for approximately 85 percent of the missing curb ramps in the eight surveyed neighborhoods. Additionally, only 50 of the 193 ramps surveyed were classified as being in good condition. Further exacerbating the need for improvements is that three of the four schools fall either in or are adjacent to these two neighborhoods.

Looking at the self-evaluation, 601 ramps were surveyed for PROWAG compliance and 68 ramps were found to be missing. A prioritization could be to first build new ramps where they are missing, especially in locations near schools or other public entities that have higher pedestrian traffic. Once these are built, priority should be given to the 55 ramps classified in the poor category. These ramps may not necessarily be unusable, but potentially pose safety hazards to all users and are difficult to maneuver by some.

Other Priority Routes

Massachusetts Ave. (*Location F*)

Massachusetts Avenue is located in Old Town North, one block north of Mountain Ave running west from 9th Street east to Third Street. The avenue has a high importance from a pedestrian usability standpoint as it connects residents to Fickel Park and Turner Middle School. Along this route, there are significant improvements that can be made to the sidewalks and curb ramps. The only missing section of sidewalk spans half a block directly south east of Turner Middle School. The existing sidewalk is a combination of flagstone and concrete. The adjacent lawns have overgrown the flagstone in places and several vertical

deflections exist where the panels have settled or been displaced by tree roots. The concrete sidewalk is also in poor physical condition with cross slopes exceeding 2% at driveway crossings. There are 7 missing curb ramps along the avenue and of the 30 present ramps, 26 of those are in poor or fair condition.

Welch Ave. (Location G)

Welch Avenue from 5th Street east to 1st Street is located in the Old Town South neighborhood one street south of Mountain Ave. This street makes many important connections for pedestrians. Berthoud Park is located on the southwest corner of 5th Street and Welch Ave. Additionally, many pedestrians use the route to go to Ivy Stockwell Elementary School and well as Berthoud High School. The Berthoud Community Library and the Berthoud Fire Department are also in the direct vicinity of the avenue. Along this route, there are several stretches that are missing sidewalk. The sidewalk that is present is either flagstone or concrete with several drive cuts. There are 9 missing curb ramps along this stretch and 10 of the 21 existing ramps are either in fair or poor condition.

Monitoring Progress

The Town of Berthoud will periodically edit and update the ADA Transition Plan. New construction or changing conditions effect the validity of the plan and must be incorporated to give an accurate representation of the current pedestrian conditions. The Plan will also be paramount to the future planning of projects and will be used as a tool to prioritize pedestrian improvements. The public's input will also be continually evaluated and added to the plan as necessary.



Appendices



Appendix A

ADA Coordinator Information

Town of Berthoud ADA Coordinators

Brandon Keegan

970-532-2210

bkeegan@berthoud.org



Appendix B

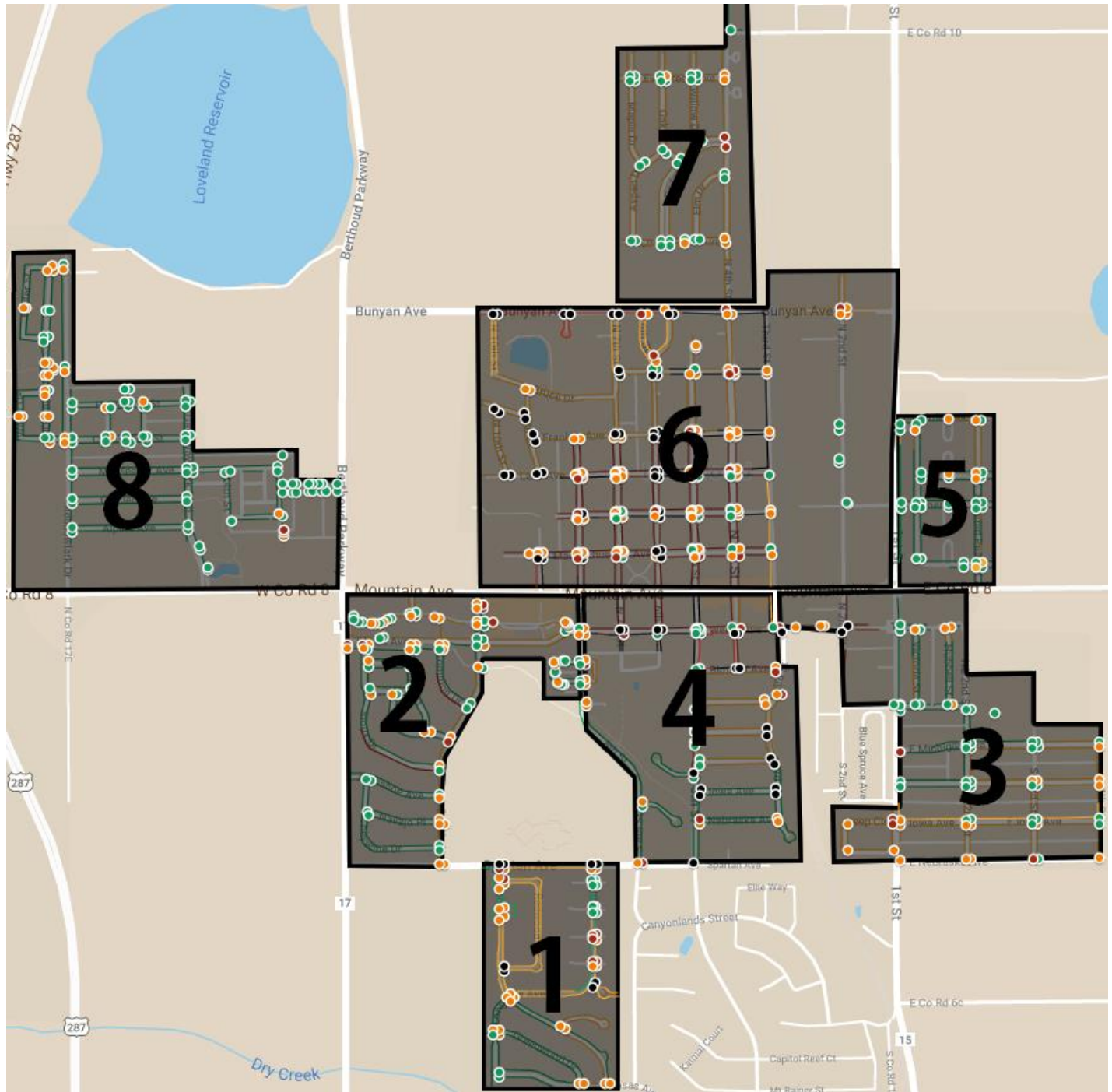
Evaluation Criteria

Criteria	PROWAG Standard	Point Scoring System
Running Slope	8.33% Max	If $x < 8.33 = 0$, If $8.33 < x < 10.00 = 3$, If $x > 10.00 = 6$
Physical Condition	N/A	If "Good" = 0, If "Fair" = 2, If "Poor" = 6
Width	48 in. Min	If $x > 48 = 0$, If $48 > x > 40 = 2$, If $x < 40 = 4$
Counter Slope	5.00% Max	If $x < 5.00 = 0$, If $5.00 < x < 8.00 = 2$, If $x > 8.00 = 4$
Vertically Flush	0.25 in. Vertical Change Max	If "Yes" = 0, If "No" = 2
Near Public Entity	N/A	If "No" = 0, If "Yes" = 2
Cross Slope	2.00% Max	If $x < 2.00 = 0$, If $2.00 < x < 5.00 = 1$, If $x > 5.00 = 2$
Turn Space Width	48 in. Min	If $x > 48 = 0$, If $48 > x > 40 = 1$, If $x < 40 = 2$
Turn Space Length	48 in. Min	If $x > 48 = 0$, If $48 > x > 40 = 1$, If $x < 40 = 2$
Turn Space Perpendicular Slope	2.00% Max	If $x < 2.00 = 0$, If $2.00 < x < 5.00 = 1$, If $x > 5.00 = 2$
Turn Space Parallel Slope	2.00% Max	If $x < 2.00 = 0$, If $2.00 < x < 5.00 = 1$, If $x > 5.00 = 2$
Clear Width	48 in. Min	If $x > 48 = 0$, If $48 > x > 40 = 1$, If $x < 40 = 2$
Detectable Warning	N/A	If "Yes" = 0, If "No" = 1
Parallel Only		
Run 2 Running Slope	8.33% Max	If $x < 8.33 = 0$, If $8.33 < x < 10.00 = 1$, If $x > 10.00 = 2$
Run 2 Cross Slope	2.00% Max	If $x < 2.00 = 0$, If $2.00 < x < 5.00 = 1$, If $x > 5.00 = 2$
Run 2 Width	48 in. Min	If $x > 48 = 0$, If $48 > x > 40 = 1$, If $x < 40 = 2$
Run 3 Running Slope	8.33% Max	If $x < 8.33 = 0$, If $8.33 < x < 10.00 = 1$, If $x > 10.00 = 2$
Run 3 Cross Slope	2.00% Max	If $x < 2.00 = 0$, If $2.00 < x < 5.00 = 1$, If $x > 5.00 = 2$
Run 3 Width	48 in. Min	If $x > 48 = 0$, If $48 > x > 40 = 1$, If $x < 40 = 2$
Perpendicular Only		
Flare Slope Left	10.00% Max	If $x < 10.00 = 0$, If $10.00 < x < 13.00 = 1$, If $x > 13.00 = 2$
Flare Slope Right	10.00% Max	If $x < 10.00 = 0$, If $10.00 < x < 13.00 = 1$, If $x > 13.00 = 2$
Classifying Ramps		
If ramp scores 10 or less points		Good
If ramp scores between 11 and 20 points		Fair
If ramp scores more than 20 points		Poor
Results		
Good Classification		283
Fair Classification		263
Poor Classification		55
Total Ramps Measured		601
Missing Ramps		68

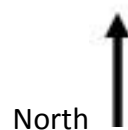


Appendix C

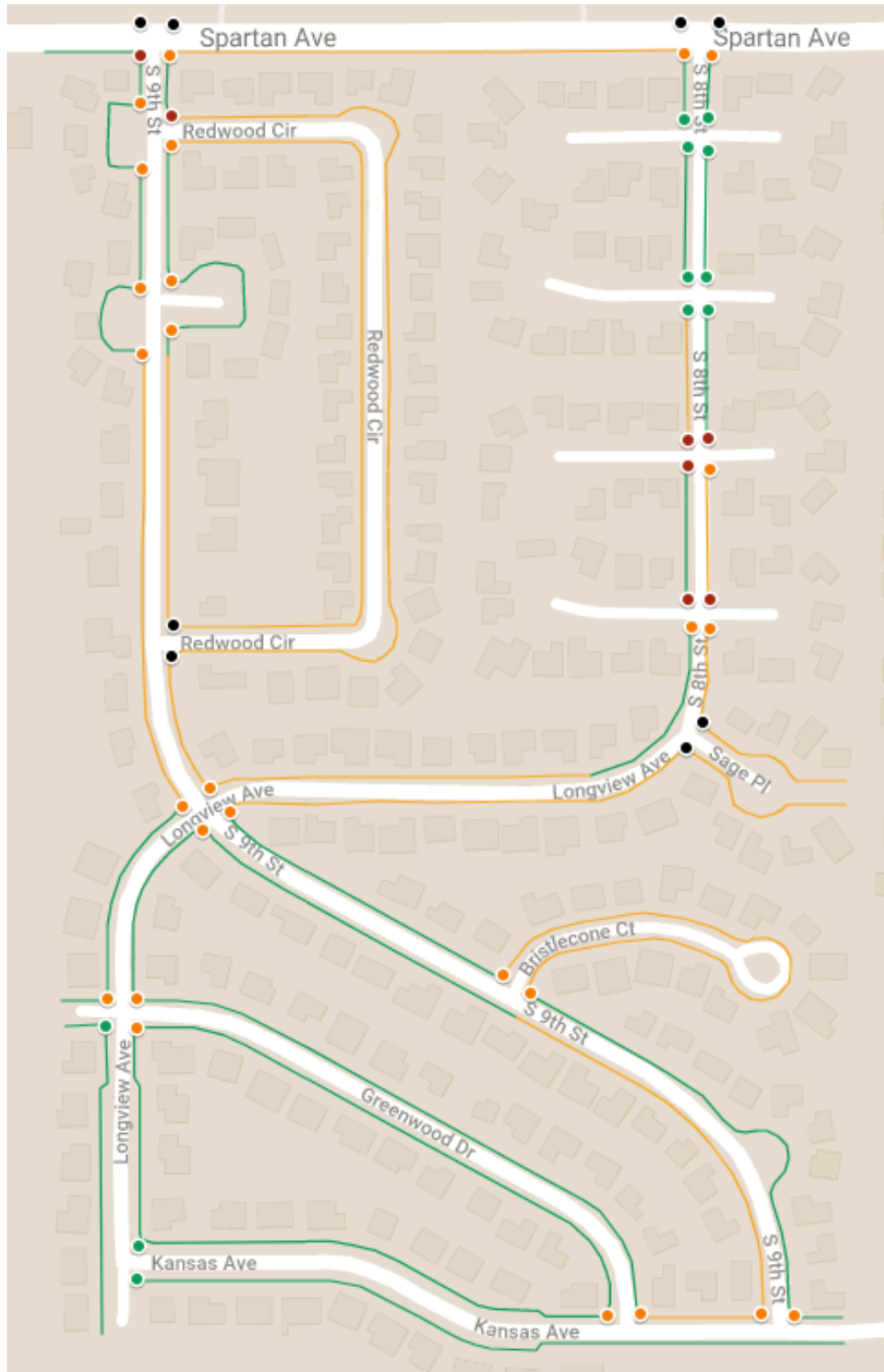
Neighborhood Maps



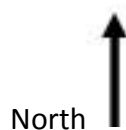
Key Map



LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP



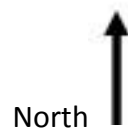
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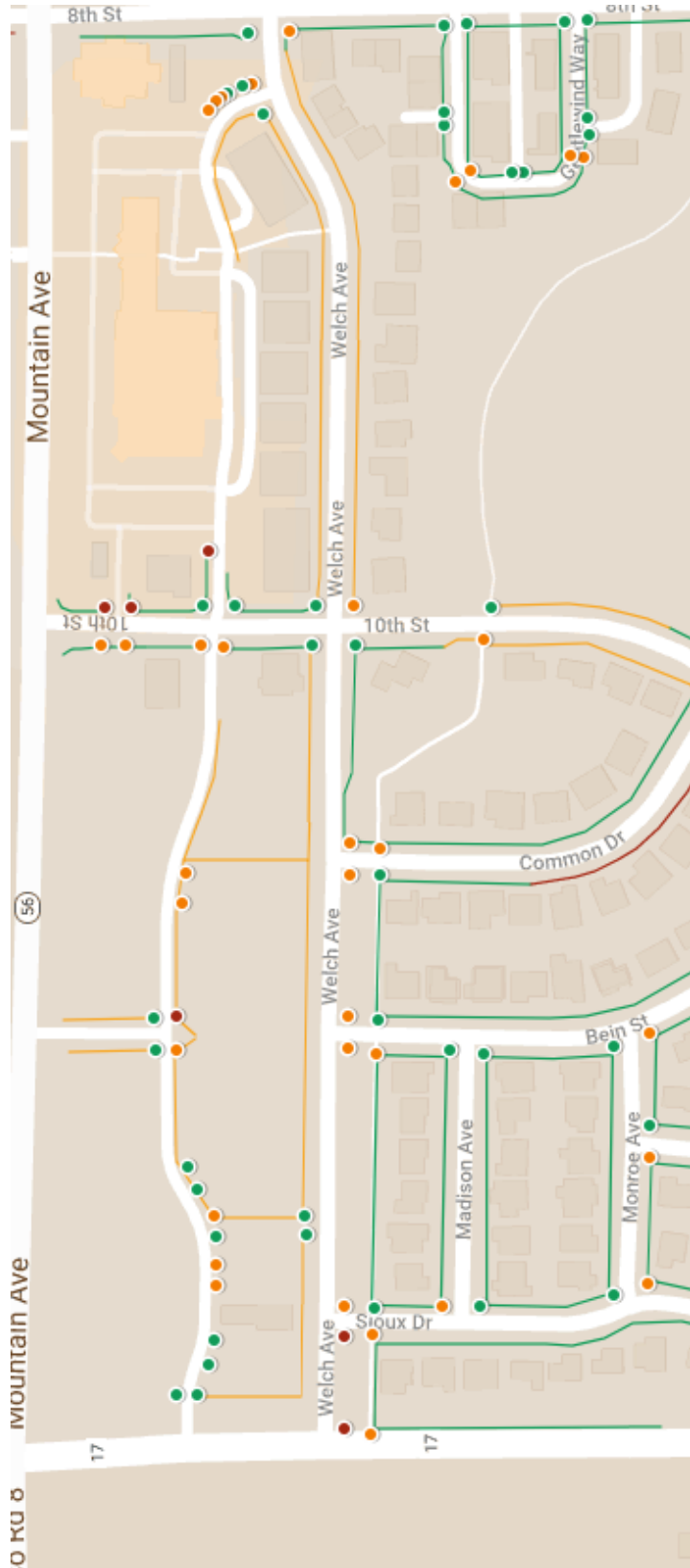
LEGEND			
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—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP



Neighborhood 2



LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP

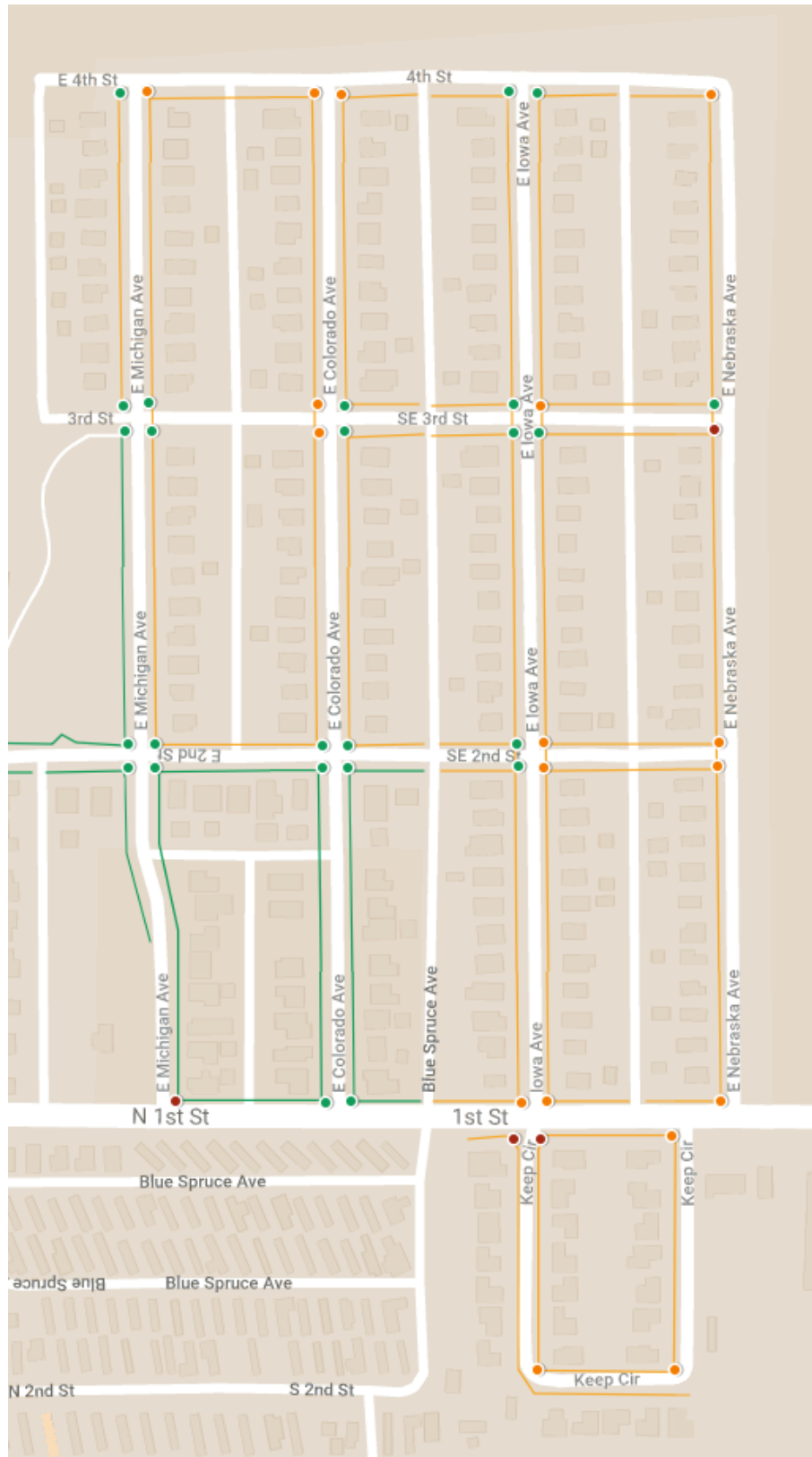


Neighborhood 2



North

LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP

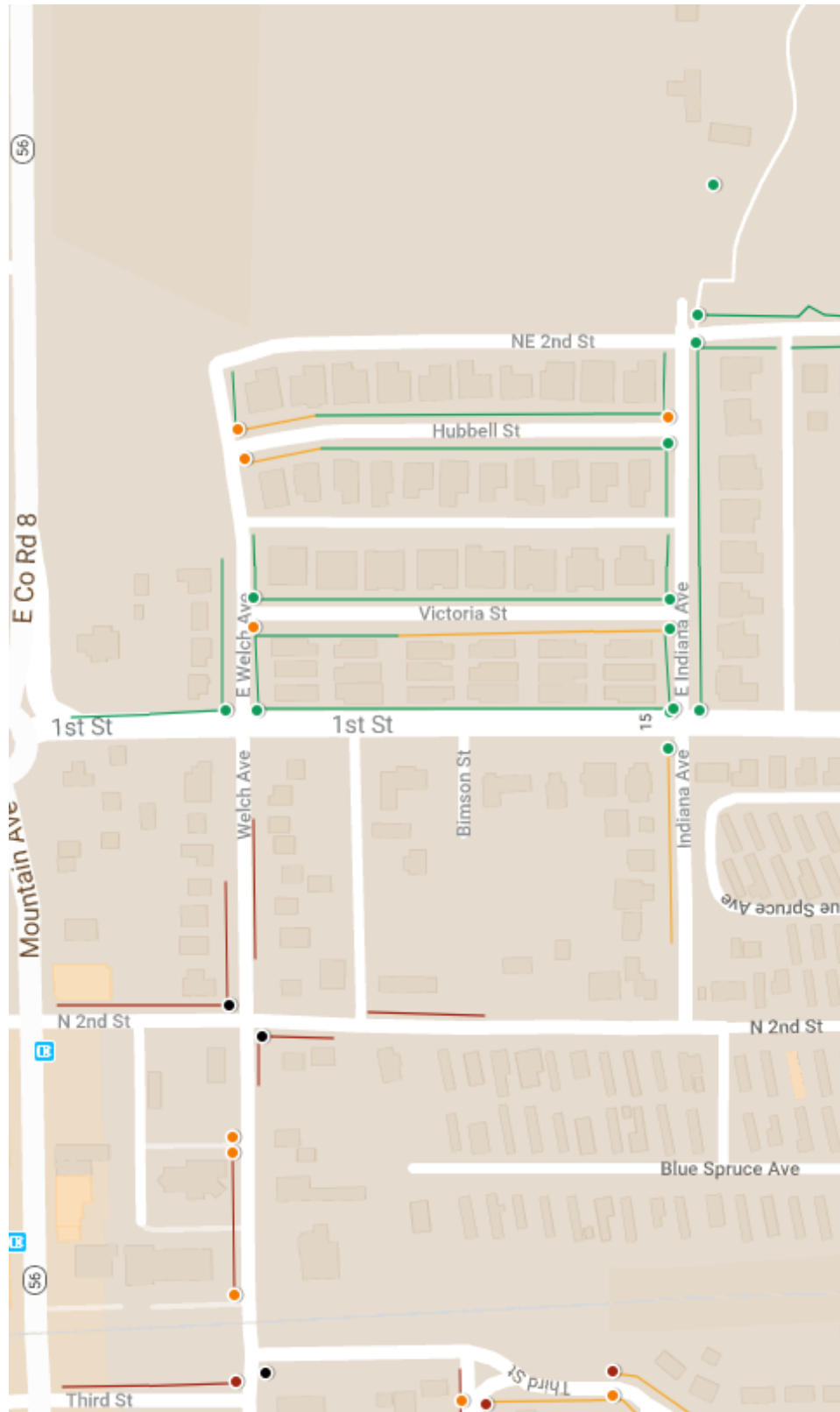


Neighborhood 3

North



LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP

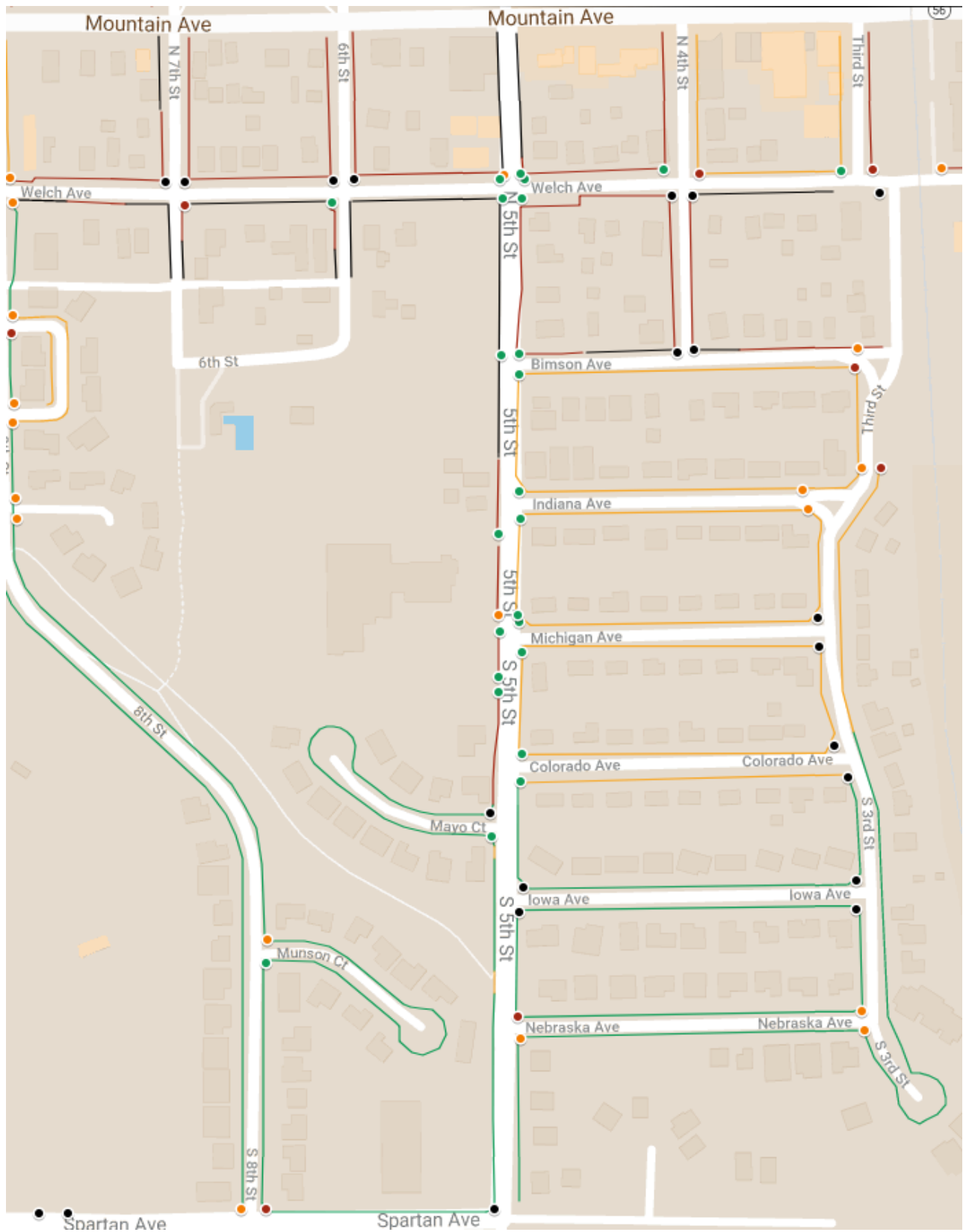


Neighborhood 3

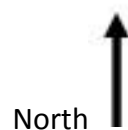
North



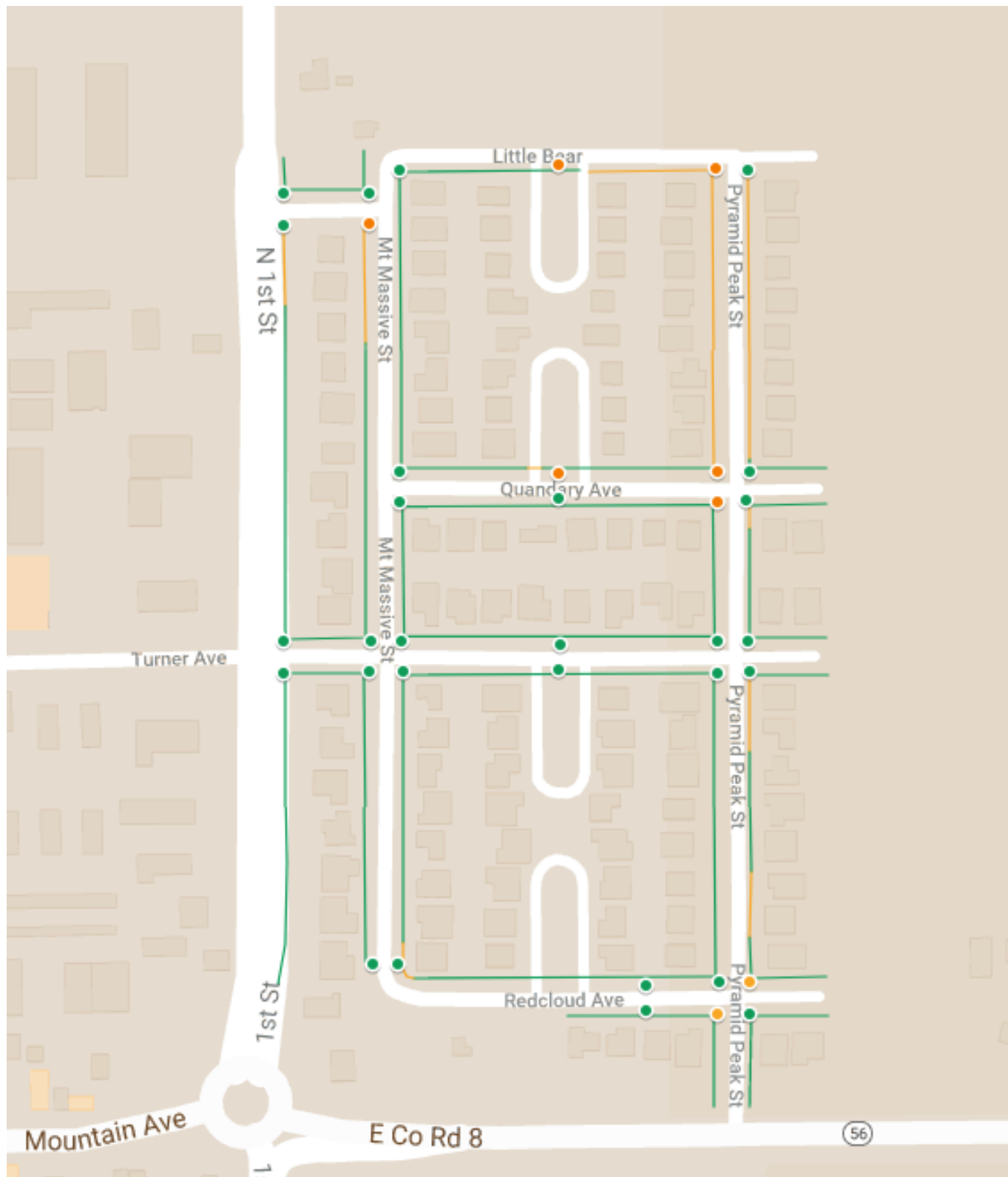
LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP



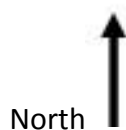
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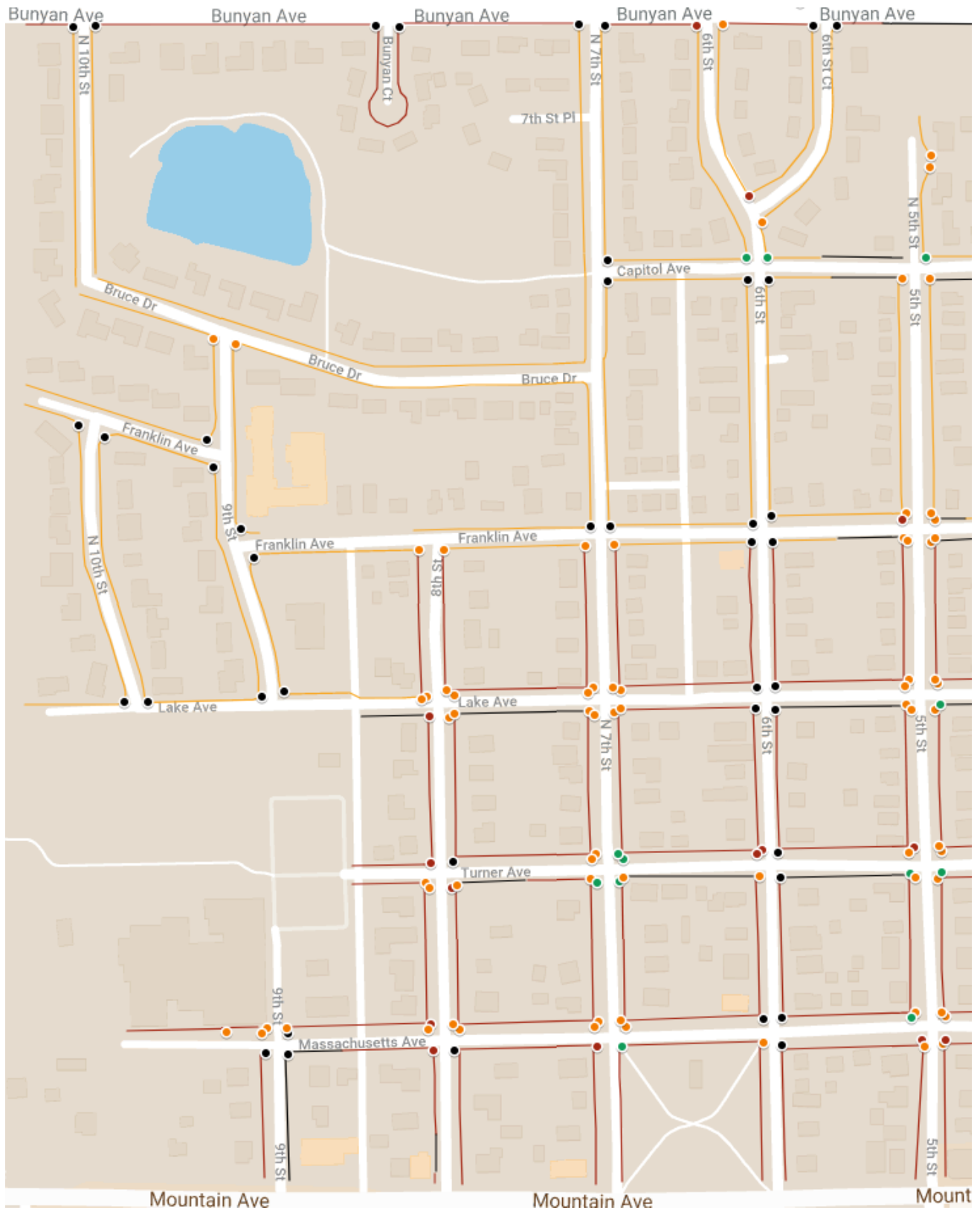
LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP



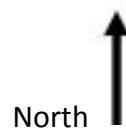
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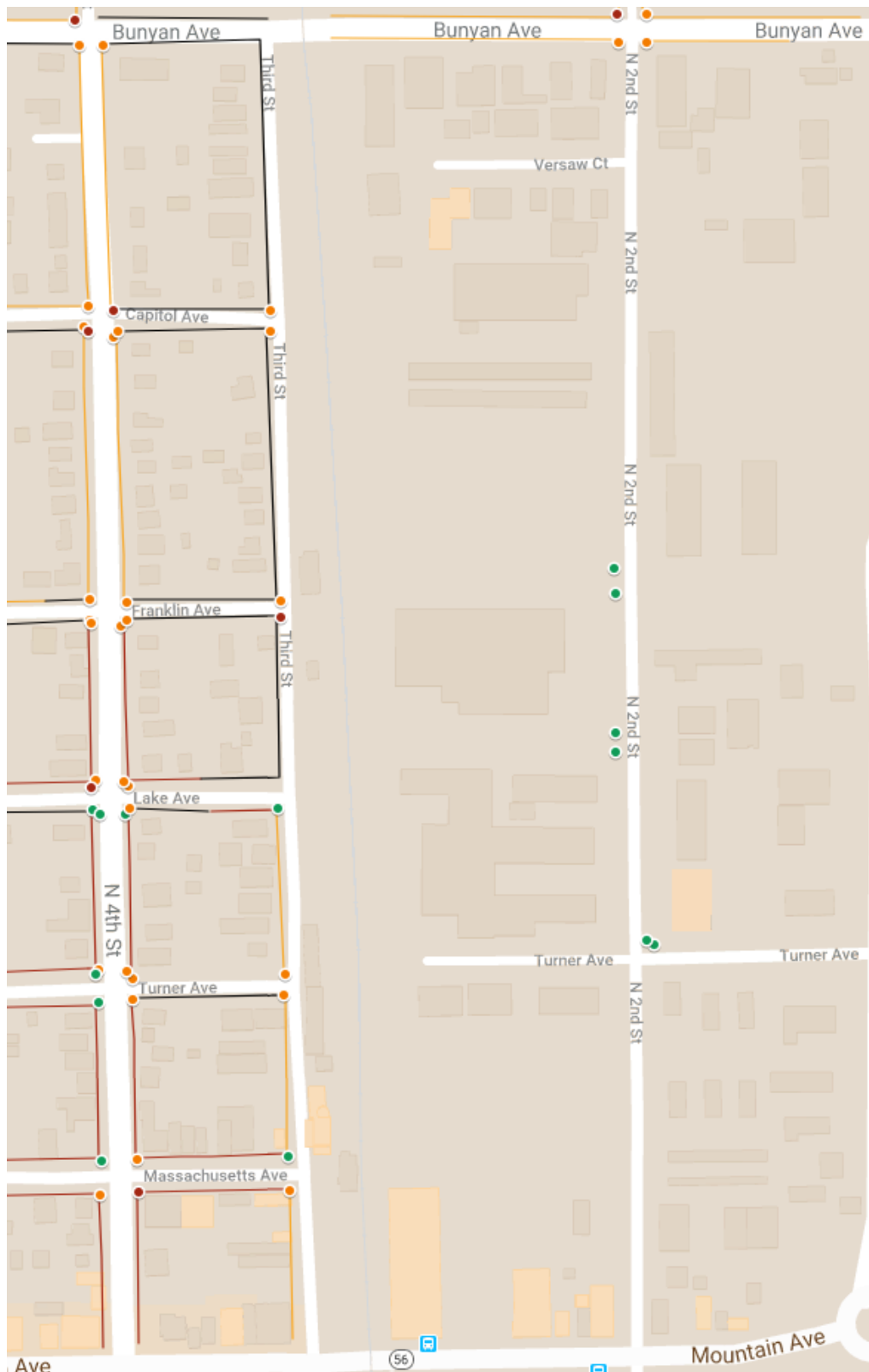
LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP



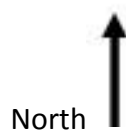
Neighborhood 6



LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP



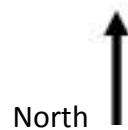
Neighborhood 6



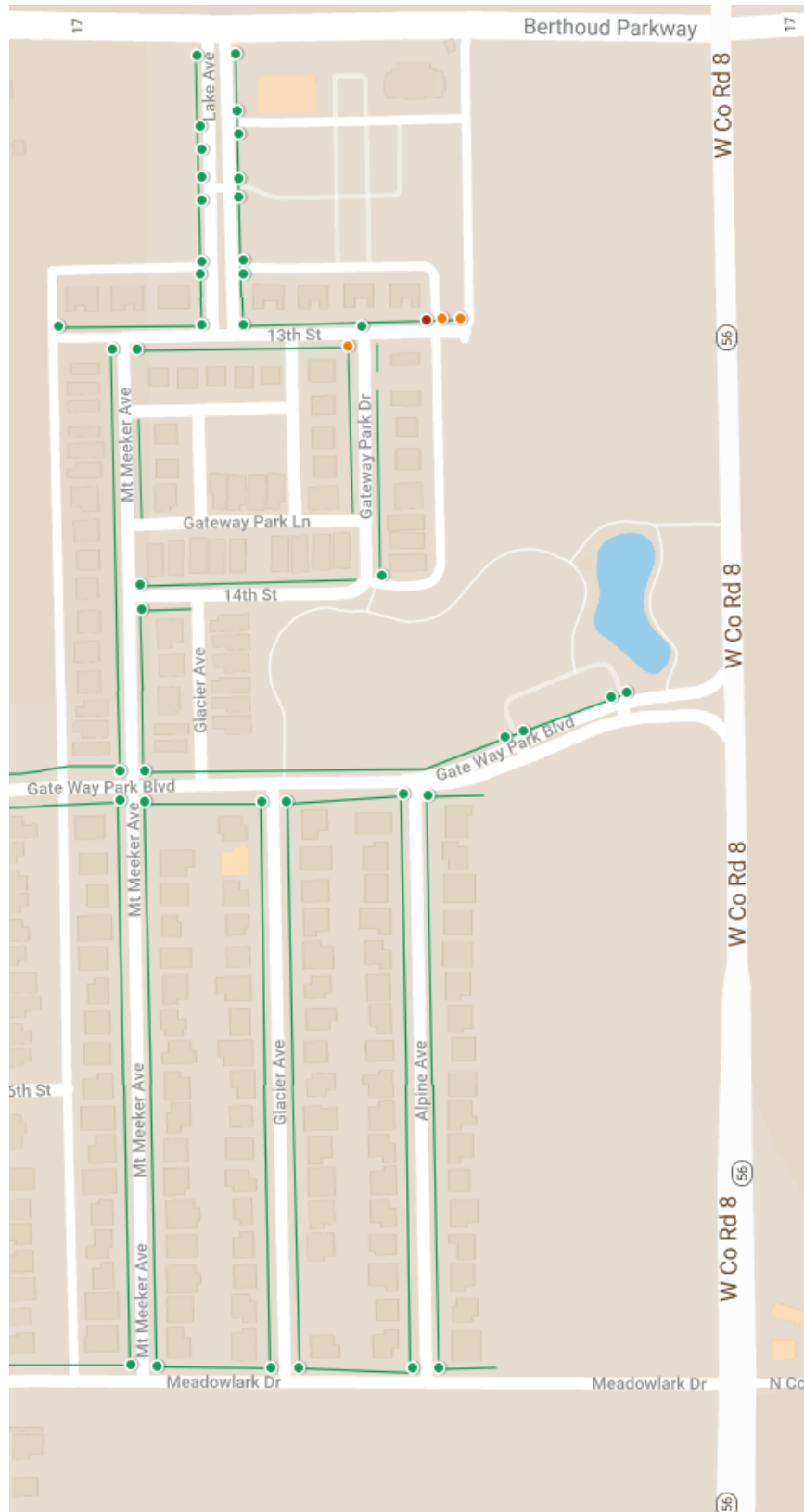
LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP



Neighborhood 7



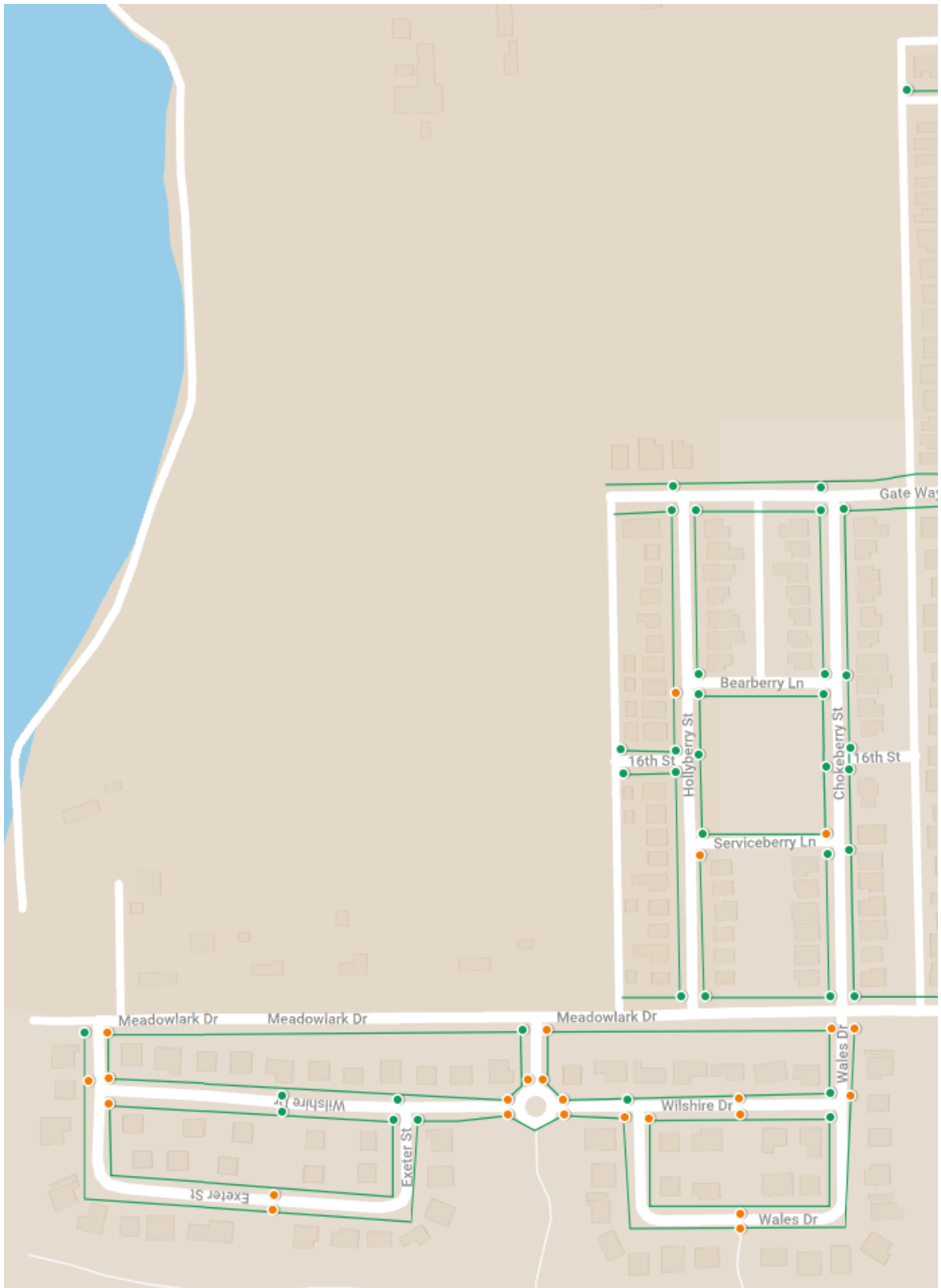
LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP



Neighborhood 8



LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP



Neighborhood 8



LEGEND			
—	GOOD SIDEWALK	●	GOOD CURB RAMP
—	FAIR SIDEWALK	●	FAIR CURB RAMP
—	POOR SIDEWALK	●	POOR CURB RAMP
—	MISSING SIDEWALK	●	MISSING CURB RAMP

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	April 11, 2023
Agenda Title/Subject:	Metro District Policy
Type of Item:	Regular Item
Presented by:	Chris Kirk

ATTACHMENTS:

- Draft Metro District Service Plan Policy
- Draft Master Intergovernmental Agreement (IGA)
- Draft District Disclosure Form
- Resolution 2023-02, a Resolution Adopting the Berthoud Metropolitan District Policy

BACKGROUND:

As the Board is aware, the creation of a Metro District Service Plan policy to guide developers and the Town Board in reviewing proposed Service Plans has been an ongoing topic of discussion. In early 2022, a study session was held to review the Fort Collins Metro District Policy and to discuss how it could be adapted to meet Berthoud's needs. During that study session, it was determined that additional review was needed, and that the policy could be simplified to meet Berthoud's unique circumstances. Staff also heard feedback from the Board about a variety of topics surrounding Metro District formation and operation. Staff took that feedback in summary outlined as follows:

- The Board is concerned about approving Metro District formation or Service Plan Amendments without having a clear understanding of what the development is intended to look like.
- The Board is concerned about transparency in the process for new property buyers, especially as it relates to understanding future financial obligations that property owners may be responsible for.
- The Board is concerned about a possible lack of citizen representation on future Board's responsible for managing a district or it's debt.
- The Board is concerned with Metro Districts being formed to only pay for limited, or basic, public services, without providing a higher level of amenity than may be normally required.

On June 7, 2022, the Board held another study session to review a new Draft Metro District Policy intended to address those concerns along with two additional concerns as

follow:

- The Board is concerned with total property tax levies imposed on future property owners.
- The Board is concerned with Districts not having sufficient funds for maintenance during early phases of development.

The general feeling at the time was that the Draft Policy reasonably addressed the concerns articulated by the Board.

Following the June 7 meeting, Staff worked with Charles Norton, of Norton and Smith, to develop a Master Intergovernmental Agreement (IGA) that would be required for Metro Districts, and which incorporates the Town's policy requirements making them a matter of contract law.

On October 11, 2022, Town Staff presented the revised Metro District Policy and the Master IGA to the Board. A decision and significant discussion was postponed due to the late hour of the meeting and the Board agreed to submit questions or comments via e-mail to the Town Administrator prior to the next meeting to discuss the issue. No questions were received and no specific comments about the policy or the IGA were submitted. That said, a general discussion about tree maintenance within the metro districts occurred during the meeting and provisions requiring replacement of dead or dying trees on metro district property were included in the new policy draft attached to this memo.

On January 10, 2023, an in-depth discussion occurred about the draft Metro District Policy and the associated Master IGA. A few additional issues were raised at that time that have since been addressed. More specifically, the following additions were included in the Policy:

- Section 2.B.8 was added to the Policy to encourage the inclusion of needed emergency services financing for the acquisition or donation of land for facilities such as fire stations in new service plan proposals.
- Section 2.B.9 was added to the Policy to encourage the acquisition of water supplies within a service plan proposal.
- Section 4.F.c was added to require dissolution of a District when a period of five years without substantial development activity has passed.
- Section 4.J.2 was amended to include a requirement for applicants to show differing costs and consequent debt service requirements for different levels of amenities and Public Improvements within a District.
- Section 4.J.2 was also amended to specify public bidding requirements for all construction contracts involving sixty thousand or more of public moneys.
- Section 4.J.6 was added to require that a Service Plan include provisions for all public facilities to be financed, constructed, maintained, and operated by the District to be open to the Public.
- Section 6.A was added to clarify the Town's intention to exercise oversight of Districts to the maximum extent permitted by Colorado law. This would include designating a member of staff to act as a liaison to Districts.

The draft Master IGA was also updated accordingly.

UPDATE/NEXT STEPS:

Provide direction to Town Staff with the goal of preparing a final policy OR

Approve the policy attached to this memo

FISCAL IMPACT AND FUND SOURCE:

There is not a direct fiscal impact associated with this item.

COMMUNITY TOUCHSTONES:

Having a clear and effective Metro District policy will allow the community, the Board, and developers a clear expectation for how to be build a *sustainable* and *resilient* community using Metro Districts as a tool.

RECOMMENDED ACTION(S):

**APPROVE RESOLUTION 2023-02, ADOPTING THE BERTHOUD
METROPOLITAN DISTRICT POLICY**

TOWN OF BERTHOUD POLICY FOR REVIEWING SERVICE PLANS FOR METROPOLITAN DISTRICTS

Introduction.

This policy establishes the criteria, guidelines, and processes to be followed by Town Board and Town staff in considering service plans for the organization of metropolitan districts or amendments to those plans ("Policy"), as provided in Colorado's Special District Act in Article 1 of Title 32 of the Colorado Revised Statutes (the "Act"). The Act provides that metropolitan districts are quasi-municipal corporations and political subdivisions of the state of Colorado ("District") that can be organized within the boundaries of a municipality provided the municipality's governing body approves by resolution the proposed service plan for the District. Under the Act, the service plan constitutes the document that delineates the specific powers and functions the District can exercise, including the facilities and services it can provide, the taxes it can impose and its permitted financial arrangements (the "Service Plan"). The Act requires Districts to conform to their Service Plans. "Material modifications" to service plans may be enjoined through court suits brought by the Town or other interested parties.

Section 1 – Policy Objectives and Statements.

- A. This Policy generally supports the formation of a District if it is in the best interests of the area to be served and helps to further the development policies of the Town, as articulated in the Comprehensive Plan, Development Code, development guidelines and other overlay codes as adopted by the Board.
- B. A District, when properly structured, can enhance the quality of development in the Town. The Town is receptive to District formation that provides public benefits which could not be practically provided by the Town or another existing public entity, within a reasonable time and on a comparable basis. It is not the intent of the Town to create multiple entities which would be construed as competing or duplicative.
- C. *The approval of a District Service Plan or Service Plan Amendment for existing Districts is at the sole discretion of Town Board*, which may reject, approve, or conditionally approve Service Plans on a case-by-case basis. Nothing in this Policy is intended, nor shall it be construed, to limit this discretion of Town Board, which retains full authority regarding the approval, terms, conditions, and limitations of all Service Plans subject only to the terms of the Act.
- D. The Town wishes to require a high standard of use for Districts thereby limiting their use to situations that provide a true public benefit. An applicant project is expected to deliver extraordinary benefits across four or more of the objectives described in Section 1.E. of this Policy.

- E. It is the intent of the Town that owner/resident control of Districts occur as early as feasible. Service Plans should include governance structures that encourage and accommodate this. Control Districts (also known as “service” or “managing” Districts), without resident representation on the Board of the Control District, that allow developers to control the other Districts that provide the tax revenues (known as “financing” or “taxing” districts) beyond the time needed to repay the issued debt, are prohibited. The use of districts controlled by members of the District Board of Directors who are employed by, owners or principals of, or otherwise affiliated with the developer/proponent of the Service Plan during the period that District debt is being repaid shall be considered on a case by case basis and approved only upon a showing of genuine necessity for the control district structure. Applicants are also encouraged to have a President of the Board of Directors of the control district who is an eligible elector of both the control district and one of the financing or taxing districts, and applications for approval of Service Plans that include having such a President within a fixed time period will be regarded as supporting a finding of “genuine necessity” for the control district structure.

F.

Section 2 – Evaluation Criteria

- A. Prior to considering any proposed Service Plan, or Service Plan Amendment for existing Districts which modifies the total mill levies or debt limitations of a District, a Neighborhood Master Plan (“NMP”) must be approved by the Board as outlined in the Town’s Municipal Code Section 30-6-106. This requirement applies to all properties regardless of underlying zoning, including those properties that have an approved Planned Unit Development (“PUD”). The intent of the NMP process is to outline street and utility infrastructure needs, traffic improvements, open space amounts and locations, park amenities and locations, trail networks, land use types and locations, and other items of significance that may provide benefit to the public and the residents of the District. Other issues such as architectural standards and landscaping standards unique to the development may be incorporated in the NMP but are not required.
- B. Following approval of an NMP, the Town will evaluate any proposed District and its Service Plan based on the District’s ability to deliver public benefits through extraordinary development outcomes. The District applicant must provide a “Public Benefits Narrative” which outlines and explains how the proposed District will deliver public benefits through extraordinary development by addressing “Environmental Sustainability” and “Smart Growth Management” as outlined below, as well as two additional focus areas for a minimum total of FOUR of the following focus areas:
1. Environmental Sustainability: Development of public improvements that deliver or facilitate the delivery of specific and measurable environmental outcomes, including but not limited to: (i) reduction of Green House Gases (“GHG”), (ii) conservation of water or energy, (iii) encourage multimodal transportation, (iv) enhance community resiliency – against future environmental events (e.g., flooding, drought, etc.); (v) increase renewable energy

capacity; and/or (vi) deliver other environmental outcomes.

2. Critical Public Infrastructure: Development of public improvements that address or facilitate addressing significant infrastructure challenges previously identified by the Town, either within or proximate to the District, whether such improvements address a locally-significant challenge or a Town-wide challenge. Examples of a public improvement that constitutes “Critical Public Infrastructure” include water and sewer treatment plants that were constructed to serve the development project where the proposed Districts are located, but which will be owned and operated by the Town and can be expanded to serve areas outside the Districts’ Service Area.
 3. Smart Growth Management: Development of public improvements that deliver or facilitate the delivery of specific design components that: (i) increase the density of development within portions of the District; (ii) establish, enhance or address the walkability and pedestrian friendliness of the District; (iii) increase the availability of transit and/or multimodal oriented facilities; (iv) create compelling public spaces; and (v) encourage mixed-use development patterns.
 4. Affordable Housing: Deliver or facilitate the delivery of additional affordable housing units at the Town’s defined level of Area Median Income (“AMI”) or below. The Town defines Affordable Housing as units affordable to a household earning 80 percent of AMI.
 5. Workforce Housing: Deliver or facilitate the delivery of workforce housing units in the Town’s defined range of AMI. For purposes of this policy, Workforce Housing units shall be defined as units affordable to a household earning between 81 percent and 120 percent of AMI.
 6. Infill/Redevelopment: Enable the infill or redevelopment of property within the Town, especially when such development is consistent with Town Plan.
 7. Economic Health Outcomes: Enable delivery of specific and measurable economic outcomes, such as: (i) job growth; (ii) retention of an existing business; and/or (iii) construction of a missing economic resource.
 8. Emergency Services. Meeting challenges for the provision of emergency services previously identified by the Town. This includes financing the acquisition or donation of land for facilities that will house emergency vehicles and equipment such as fire stations. Preference will be given for Service Plans that facilitate the construction of fire stations that will improve the Town’s Insurance Services Office (ISO) rating.
 9. Water Supply and Storage. Acquiring a stable and adequate supply of water sufficient to meet the needs of development within the Districts in an environmentally friendly manner that encourages water conservation and reuse.
- C. To provide Town Board with information and an assessment consistent with this Policy, staff will

also review and report on all District proposals in the following areas:

1. Financial Assessment: All District proposals are required to submit a Financial Plan to the Town for review. Utilizing the District's Financial Plan, and other supporting information which may be necessary, the Town will evaluate a District's debt capacity and servicing ability. This review may be performed by an independent financial firm and the cost of this review will be the sole responsibility of the District Applicant.
2. Policy Evaluation: All proposals will be evaluated by Town staff against this Policy and a recommendation to approve or deny the request will be made by Town staff to the Board.

Section 3 – Application Process

- A. Process Overview: The application process is designed to provide early feedback to an applicant, adequate time for a comprehensive staff review, and the appropriate steps and meeting opportunities with decision makers.
- B. Letter of Interest: An applicant will provide Town with a Letter of Interest and pay the Letter of Interest fee (refer to fees below). This Letter of Interest may be submitted and considered in parallel with the approval process required for an NMP. The Letter of Interest shall contain the following:
 1. Summary narrative of the proposed development as required in Section 2.B of this policy.
 2. District proposal and Service Plan specifics, including: District powers and purpose; District infrastructure and costs; mill levy rate (both debt and, operations and maintenance); term of District from formation until dissolution or consolidation; forecasted period of build-out; proposed timeline for formation; and current development status of project.
- C. Preliminary Staff Meeting with Applicant: Based on an initial review of the Letter of Interest, staff shall meet with the applicant to discuss the District proposal, potential public benefits, initial staff feedback, the evaluation process, fees, and other application elements.
- D. Formal Application and Service Plan Submittal: After considering any comments made by Town staff in the Preliminary Staff Meeting the applicant may submit a formal application for consideration including the Public Benefits Narrative, the Service Plan and any associated financial plans, and any proposed intergovernmental agreements between the District and the Town.
- E. Formal Staff Review: An interdisciplinary staff team will review the applicant submittal along with any follow-up documentation that is requested to assess the application according to State Statute, this Policy, and other applicable Town policy. Applicants should expect several rounds of feedback and review from Town staff.
- F. Public Hearing Notice: The Service Plan Applicant must cause a written notice of the public hearing to be mailed by first-class mail to the following: (1) all fee title owners of real property within the

boundaries of the proposed District(s) and of any future inclusion area proposed in the Service Plan and (2) all fee title owners of real property located within any proposed extraterritorial "Service Area" located outside the boundaries of the Districts. Such notice shall be mailed no later than thirty (30) days before the scheduled hearing date. A notice shall also be published once in a newspaper of general circulation in the Town no later than thirty (30) days before the scheduled hearing date. The mailed and published notices shall include the following information and shall be in addition to any other statutory notices required by state law:

1. A description of the general nature of the public improvements and services to be provided by the District;
2. A description of the real property to be included in the District and in any proposed future inclusion area, as well as real property located within any proposed extraterritorial Service Area, with such property being described by street address, lot and block, metes and bounds if not subdivided, or such other method that reasonably apprises owners that their property will or could be included in the District's boundaries;
3. A statement of the maximum amount of property tax mill levy that can be imposed on property in the District under the proposed Service Plan;
4. A statement that property owners desiring to have the Town Board consider excluding their properties from the District must file a petition for exclusion with the Berthoud Town Clerk's Office no later than ten (10) days before the scheduled hearing date in accordance with Section 32-1-203(3.5) of the Colorado Revised Statutes;
5. A statement that a copy of the proposed Service Plan can be reviewed in the Berthoud Town Clerk's Office; and
6. The date, time, and location of the Town Board's public hearing on the Service Plan.

Board Public Hearing: The Town Board will conduct a noticed public hearing at a regular or special Board meeting to consider a resolution approving the proposed Service Plan. This hearing will occur no later than thirty (30) days prior to the final date for filing the petition with the District Court seeking an order calling an election on the question of organizing the district.

Section 4 –Service Plan

- A. Purpose: In addition to the requirements of the Act, a Service Plan should memorialize the understandings and agreements between the District and the Town, as well as the considerations that compelled the Town to authorize the formation of the District. The Service Plan must also include all applicable information required by the Act.
- B. Compliance with Applicable Law: Any Service Plan submitted to the Town for approval must comply with all state, federal and local laws and ordinances, including the Act.
- C. Eminent Domain NOT Authorized: The Service Plan shall contain language that prohibits the District

from exercising the power of eminent domain. However, the Town may choose to exercise its power of eminent domain to construct public improvements within the District in which case the District and the Town will enter into an intergovernmental agreement concerning the public improvements and funding for that use of eminent domain.

- D. Maximum Mill Levies: The maximum amount of requested mill levy for both debt service, and operations and maintenance, shall be consistent with State statutes.
- E. Debt Term Limit: A District shall be allowed no more than forty (40) years for the levy and collection of taxes used to service debt unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding is for one or more of the purposes authorized in C.R.S. Section 11-56-104. The forty-year period shall be measured from the date that the District first issues debt.
- F. District Dissolution: Perpetual Districts shall not be allowed except in cases where ongoing operations and maintenance are required. Except where ongoing operations and maintenance has been authorized, a District must be dissolved as soon as practical upon:
 - a. The payment of all debt and obligations; and
 - b. The completion of District development activity; or
 - c. A period of five or more years without substantial development activity in any of the Districts governed by the Service Plan. The requirement in this Section 4F may be extended or altered upon a majority vote of the Town Board of Trustees.
- G. District Fees: All impact fees, development fees, service fees, and any other fees must be identified with particularity in the District Service Plan.
- H. Notice Requirements: The Service Plan shall require that the District use all reasonable efforts to ensure that all developers of the property located within the District provide written notice to all purchasers of property in the District and any proposed future inclusion area (as well as the purchasers of property located within any extraterritorial Service Area outside the boundaries of the District) regarding the District's existing mill levies, its maximum debt mill levy, any District fees identified in the Service Plan pursuant to Section 4.G, as well as a general description of the District's authority to impose and collect rates, fees, tolls and charges. The form of notice shall be filed with the Town prior to the initial issuance of the debt of the District imposing the mill levy and shall be substantially in the form of **Exhibit A** attached hereto and incorporated by reference.
- I. Annual Report: The Service Plan must obligate the District to file an annual report not later than September 1 of each year with the Town for the year ending the preceding December 31. Details of the Annual Report are to be included in the Service Plan and will be in addition to any requirements in State statutes.
- J. Service Plan Requirements: In addition to all other information required in a Service Plan by the Act, a Service Plan must include the following:

1. Financial Plan: The Service Plan must include debt and operating financial projections prepared by an investment banking firm or financial advisor qualified to make such projections. The financial firm must be listed in the Bond Buyers Marketplace or, in the Town's sole discretion, other recognized publication as a provider of financial projections. The Financial Plan must include debt issuance and service schedules and calculations establishing the District's projected maximum debt capacity (the "Total Debt Limitation") based on assumptions of: (i) Projected Interest Rate on the debt to be issued; (ii) Projected Assessed Valuation of the property within the District; and (iii) Projected Rate of Absorption of the assessed valuation within the District. These assumptions must use market-based, market comparable valuation and absorption data.
 - a. Total Debt Limitation: The total debt authorized in the Service Plan must not exceed 100% of the projected maximum debt capacity as shown in the Financial Plan.
 - b. Administrative, Operational and Maintenance Costs: The Financial Plan must also include foreseeable administrative, operational and maintenance costs and a plan that demonstrates the District's ability to sufficiently maintain any improvements made and owned by the District for the life of the District. The Service Plan shall also include a Funding and Reimbursement agreement between the Developer and the District that obligates the Developer to fund needed maintenance and operations of the District until such time as the District is financially able to maintain and operate the District.
2. Public Improvements and Estimated Costs: Every Service Plan must include, in addition to all materials, plans and reports required by the Act, a summary of public improvements to be constructed and/or installed by the district (the "Public Improvements"). The description of these Public Improvements must include, at a minimum:
 1. A map or maps, and construction drawings of such a scale, detail and size as required by the Planning Department, providing an illustration of public improvements proposed to be built, acquired or financed by the District. The NMP may serve this purpose if sufficient detail is provided; and
 2. A written narrative and description of the public improvements; and
 3. A general description of the District's proposed role with regard to the same.

Due to their preliminary nature, the Service Plan must indicate that the Town's approval of the Public Improvements shall not bind the Town, its boards and commissions, and Town Board in any way relating to the review and consideration of land use applications within the District. Applicants will be expected to show the differing costs and consequent debt service requirements for different levels of amenities and Public Improvements within the Districts.

The Service Plan must provide that except in cases in which the Districts will receive aid from a governmental agency or purchase through the state purchasing program, a notice shall be published for

bids on all construction contracts for work or material, or both, involving an expense of sixty thousand dollars or more of public moneys. The Districts may reject any and all bids, and, if it appears that the Districts can perform the work or secure material for less than the lowest bid, they may proceed to do so. No contract for work or material including a contract for services, regardless of the amount, shall be entered into between one or more Districts and a member of the boards of any of the Districts or between one or more Districts and the owner of twenty-five percent or more of the territory within any one of the Districts unless a notice has been published for bids and such member or owner submits the lowest responsible and responsive bid. In the event that applicable Colorado law imposes a more restrictive standard for bidding construction contracts or for contracts between members of the board and the Districts or the owners of property and the Districts, the more restrictive standard shall apply. In the event that applicable Colorado law imposes a less restrictive standard, the requirements of this Policy shall continue to apply.

3. Intergovernmental Agreement: As a condition of final approval of any Service Plan by the Town Board of Trustees, the Districts must execute a Master Intergovernmental Agreement with the Town of Berthoud substantially in the form attached hereto as Exhibit B. Any other intergovernmental agreement which is required or known at the time of formation of the District to likely be required, to fulfill the purposes of the District, must be described in the Service Plan, along with supporting rationale. The Service Plan must provide that execution of intergovernmental agreements which are likely to cause substantial increase in the District's budget and are not described in the Service Plan will require the prior approval of Town Board.
4. 4. Extraterritorial Service Agreement: The Service Plan must describe any planned extraterritorial service agreement. The Service Plan must provide that any extraterritorial service agreement by the District that are not described in the Service Plan will require prior approval of Town Board.
5. Tree Replacement Policy: The Service Plan for any metropolitan district that will have park and recreation powers under the Act must include a provision for the mandatory replacement of trees located on District owned or operated property and facilities. The District shall be required to replace trees or shrubs when 40% or more of the plant is dead or is succumbing to a disease that is likely fatal in the short term. Final determinations about the condition of a tree or shrub shall be made by the forester employed or retained by the Town to administer the Town's urban forest.
6. Public Access to Facilities and Improvements. The Service Plan shall include a provision that all public facilities to be financed, constructed, maintained, and operated by the Districts such as golf courses, parks, and recreation centers must be open and accessible to all members of the public including residents of the Town of Berthoud who do not reside within the Districts and persons who do not reside within the Town. Nothing in this Policy shall be construed to prohibit the imposition of a fee or charge for the use of the facilities that is reasonably related to the cost of providing services through the facility. A higher fee may be imposed upon non-residents of the Town or upon residents of the Town who do not reside within the Districts and who do not pay ad valorem taxes to the Districts. Any differential fee imposed upon non-

residents of the Districts must be reasonably proportional to the additional tax burden imposed upon residents of the Districts to pay for the financing, construction, maintenance, and operation of the facilities.

Section 5 – Fees

- A. No request to create a Metro District shall proceed until the fees set forth herein are paid when required.
 - 1. Letter of Interest Submittal Fee: A Letter of Interest is to be submitted to the Town's Community Development Department and a non-refundable \$2,500 fee shall be paid at the time of submittal of the Letter.
 - 2. Application Fee: An application along with a draft Service Plan is to be submitted to the Town's Community Development Department and a \$7,500 non-refundable fee. In addition to the non-refundable fee, the applicant must enter into an MOU with the Town regarding payment of Town expenses for review, and submit a \$7,500 deposit towards the Town's review expenses..
 - 3. Other Expenses: The applicant for a District shall pay all reasonable consultant, legal, and other fees and expenses incurred by the Town in the process of reviewing the draft Service Plan or amended Service Plan prior to adoption, documents related to a bond issue and such other expenses as may be necessary for the Town to incur to interface with the District. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses.
 - 4. Service Plan Amendment Fee: If a proposed amendment to a Service Plan is submitted to the Town's Community Development Department, it should be submitted with a non-refundable \$2,500 fee along with a \$2,500 deposit towards the Town's other expenses and shall be paid at the time of submittal of the application and draft amended Service Plan.

Section 6—Continuing Oversight by the Town.

- A. It is the Town's intention to exercise oversight of Districts following approval of their Service Plans to the maximum extent permitted by Colorado law. Toward that end, the Town will designate a member or members of staff to act as a liaison between the Town and its residents and all Districts within the boundaries of the Town. This individual shall review the annual report provided for in Section 4I. and shall evaluate compliance of the Districts with the Service Plan, including without limitation the Financing Plan. The staff member shall also be available to answer inquiries from the public about the Districts and to direct interested persons to available sources of information regarding the Districts. Representatives of the Districts shall be expected to meet with the staff liaison on an as-needed basis and no less than annually.

**MASTER
INTERGOVERNMENTAL
AGREEMENT**

**TOWN OF BERTHOUD AND
_____METROPOLITAN DISTRICT NOS. ____, ____, and ____**

MASTER INTERGOVERNMENTAL AGREEMENT
TOWN OF BERTHOUD AND
METROPOLITAN DISTRICT NOS. ____,____, AND ____

This Master Intergovernmental Agreement ("Master IGA") is entered into this ____ day of ____, 20__ by and between the Town of Berthoud ("Town"), a statutory town and political subdivision of the state of Colorado, and _____ Metropolitan District Nos. ____, ____, and ____, quasi-municipal corporations and political subdivisions of the state of Colorado ("Districts") (collectively, the Town and the Districts are referred to as the "Parties").

RECITALS

The Districts were organized by order and decree of the (Larimer) (Weld) County District Court for the purpose of financing, constructing, installing, and acquiring public infrastructure to support development within the boundaries of the Districts.

- A. As required by the Special District Act, section 32-1-101 et seq, C.R.S., and the Town of Berthoud Policy for Reviewing Service Plans for Metropolitan Districts, the Districts have submitted a Service Plan which was approved by Resolution No. _____ of the Town of Berthoud Board of Trustees on _____, 20__ (Service Plan). The Service Plan reflects current capital development and financial projections for the Districts on a consolidated basis. The Council's approval of the Service Plan and the organization of the Districts was conditioned on the Districts entering into this Master Intergovernmental Agreement, which sets forth, among other things, the parameters of the Districts' authority to finance and construct public improvements.
- B. The constitution and laws of the State of Colorado permit and encourage cooperative efforts by local governmental entities to make the most efficient and effective use of their powers, responsibilities and resources. Due to the fact that the Districts' boundaries are entirely located within the Town limits, and the Town provides municipal services within the Districts' boundaries, the limitations and restrictions on the exercise by the Districts of the powers and duties granted to them under the Special District Act are appropriate and necessary to protect the health, safety and welfare of the residents and citizens of the Town.

COVENANT

THEREFORE, in consideration of these mutual promises, which are acknowledged to be sufficient consideration, the Parties collectively agree, and covenant as follows:

ARTICLE I

DEFINITIONS

1.01 Defined Terms. Unless the context expressly indicates to the contrary, the following words when capitalized in the text shall have the meanings indicated:

Agreement: This Master Intergovernmental Agreement and any Amended or Supplemental versions.

Bonds: Bonds, refunding bonds, notes, certificates, debentures, contracts or other evidence of indebtedness or borrowing incurred by the Districts pursuant to law.

Business Days: The days of Monday through Friday during the week, exclusive of any holiday recognized by the United States government or the state of Colorado.

Code: The Municipal Code of the Town of Berthoud, as amended.

Control District: A title 32 metropolitan district, also known as a “service” or “managing” district, that is controlled by a majority of members of the District Board of Directors who are employed by, owners or principals of, or otherwise affiliated with the developer/proponent of the Service Plan. A Control District allows the developer to control the Resident Districts, also known as Taxing or Finance Districts, that provide tax revenues to service debt issued by the Control District pursuant to an intergovernmental agreement between the Control District and the Resident Districts.

C.R.S.: the Colorado Revised Statutes, as amended.

Development Exactions: The fees and charges imposed by the Town under the Town Regulations on development, including per unit charges for capital plant investment, such as System Development Fees.

District: The _____ Metropolitan Districts Nos __ through _____, as described in the Service Plan.

District Fees: The fees, rates, tolls, and charges imposed by the Districts pursuant to law.

Facilities: The infrastructure prescribed by the Town Requirements necessary to furnish Municipal Services to the Project, and any other public improvements permitted to be constructed by the Districts, as further identified in the Service Plan.

Financial Plan: The Financial Plan required by Section 4 J 1. of the SDP and designated as Exhibit _ to the Service Plan.

Municipal Services: Water and wastewater, stormwater drainage and detention, parks and recreation, transportation and street maintenance, general administrative services including code enforcement and any other service provided by Town within the municipality under its police powers.

Plans: The plans, documents, drawings and specifications prepared by or for the Districts for construction, installation or acquisition of any of the Facilities.

Project: The existing and planned development within the boundaries of the Districts and their Service Area, as defined in the Service Plan.

Records: The public records of the Larimer and Weld County Clerk and Recorders.

Resident District: A title 32 metropolitan district which has “eligible electors” who are not employed by, owners or principals of, or otherwise affiliated with the developer/proponent of the Service Plan and who reside within the boundaries of the district.

SDP: The Town of Berthoud Policy for Reviewing Service Plans for Metropolitan Districts, adopted by Resolution 20__ and amended from time to time.

Service Plan: The Amended and Restated Service Plan for the Districts approved by Town Board of Trustees Resolution 20__ - __ on ____, 20__.

Special District Act: Article 1, Title 32, C.R.S., otherwise cited as section 32-1-101 et seq, C.R.S.

System Development Fees: The charges imposed by Town under Town Regulations as a condition to the right to connect to the municipal water and wastewater system, for the purpose of recovering the Town's pro rata capital cost of water or wastewater facilities dedicated to serving those who connect.

Town: The Town of Berthoud, a statutory town and political subdivision of the state of Colorado.

Town Regulations: The ordinances, resolutions, rules and regulations of the Town, including the Code and the provisions of all zoning, subdivision, public works and building codes, as the same may be amended from time to time, applied on a Town-wide basis. Reference to Town Regulations shall mean the Town Regulations in effect at the time of application.

Town Requirements: Collectively, (i) the Code, (ii) Town Regulations, and (iii) obligations imposed through approved plats, site plans, and subdivision improvement agreements to allow for the uses permitted and densities required of development within the Project.

Certain other terms are defined in the text of the Agreement and shall have the meaning set forth in the text.

1.02 Cross-Reference. Any reference to an Article or Section number, with or without further description, shall mean such Section or Article in this Agreement.

ARTICLE II

FACILITIES DEVELOPMENT AND MAINTENANCE

2.01 Construction of Facilities. The Districts shall have the authority to construct and finance the Facilities. The Facilities shall be constructed pursuant to the standards and procedure set forth in the Service Plan and the Town Requirements.

2.02 Ownership and Maintenance. Except as provided in the Service Plan or as otherwise allowed by the Town Requirements, the Districts shall convey the Facilities to the Town for operation and maintenance by the Town. Upon acceptance of the Facilities, the Town shall operate, maintain, and/or replace the Facilities, in order to provide Municipal Services to the Project. However, this Agreement shall not restrict the Town from conveying the facilities to a regional service authority or other governmental or quasi-governmental agency or authority, provided that the conveyance shall not affect the validity or tax-exempt status of any Bonds issued to finance the Facilities. The Districts shall be explicitly authorized to operate and maintain any Facilities not conveyed to and accepted by the Town.

2.03 Bidding Requirements. Except in cases in which the Districts will receive aid from a governmental agency or purchase through the state purchasing program, a notice shall be published for bids on all construction contracts for work or material, or both, involving an expense of sixty thousand dollars or more of public moneys. The Districts may reject any and all bids, and, if it appears that the Districts can perform the work or secure material for less than the lowest bid, they may proceed to do so. No contract for work or material including a contract for services, regardless of the amount, shall be entered into between one or more Districts and a member of the boards of any of the Districts or between one or more Districts and the owner of twenty-five percent or more of the territory within any one of the Districts unless a notice has been published for bids and such member or owner submits the lowest responsible and responsive bid. In the event that applicable Colorado law imposes a more restrictive standard for bidding construction contracts or for contracts between members of the board and the Districts or the owners of property and the Districts, the more restrictive standard shall apply. In the event that applicable Colorado law imposes a less restrictive standard, the requirements of this Policy shall continue to apply as a matter of contract.

ARTICLE III

DEVELOPMENT FEES

3.01 Charges by the Districts. The Districts shall have no right to impose system development fees or development impact fees without the express permission of the Town.

ARTICLE IV

BOND ISSUANCE

4.01 Bonds. The Districts shall only issue Bonds in accordance with the requirements of the Service Plan, the Special District Act, and other requirements of the laws of the state of Colorado and the United States.

4.02 Benefit/Burden Test. Any Bond issued by any District shall meet the constitutional requirement that the burden imposed by the debt service mill levy shall be roughly proportional to the benefit received by properties within the District from the Facilities financed through the

Bond. In the event of a change in the law governing this constitutional principle, the Districts shall continue to be governed by this Section 4.02 as a matter of contract law.

4.03 Control Districts. The use of Control Districts is governed by this Agreement and Section 1 E. of the SDP. As is provided in the Resolution of the Town Board of Trustees approving the Service Plan, the Parties agree that a Control District or Districts (may) (may not) be employed. [TO BE USED IF THE CONTROL DISTRICT STRUCTURE IS ALLOWED: The Control District(s) may only be in place during the period while any District debt that is permitted under the SDP and the Service Plan is outstanding. After that period, any remaining Control Districts must either be dissolved, or a majority of the Board of Directors must be composed of eligible electors who are not employed by, owners or principals of, or otherwise affiliated with the developer/proponent of the Service Plan and who reside within the boundaries of the District. The transition to resident control must take place no later than the first regular election after the District debt has been paid. The Parties further agree that as of the first regular District election after the date that any Resident District has any eligible elector or electors who are not employed by, owners or principals of, or otherwise affiliated with the developer/proponent of the Service Plan and who reside within the boundaries of the District, the Board President of both the Control District and any related Resident District shall be an individual who is an eligible elector of both the Control District and the Resident District and who is not employed by, an owner or principal of, or otherwise affiliated with the developer/proponent of the Service Plan and who resides within the boundaries of the Control District or the Residential District.

ARTICLE V

SERVICE PLAN COMPLIANCE

5.01 Generally. The Service Plan contains certain responsibilities, restrictions, covenants and duties which are not set forth in this Agreement. Performance of the Service Plan by the Districts is an implied covenant of this Agreement, for which the default provisions and remedies of section 8.04 shall be applicable in the same manner as if expressly set forth in this Agreement.

5.02 Service Plan Amendment. The authority given to the Districts under the terms of the Service Plan and this Agreement is given by the Town in reliance upon certain development and financial assumptions and projections set forth in the Financial Plan that is part of the Service Plan. Although the assumptions and projections are based upon the best information available at the time that the Service Plan was approved, those assumptions and projections may prove to be materially inaccurate. Accordingly, any material departure or deviation from the assumptions and projections in the Financial Plan shall be deemed to be a “material modification” of the Service Plan, requiring the Districts to submit a Service Plan amendment to the Town for approval pursuant to the terms of the Special District Act and SDP. Failure to submit such an amendment shall enable the Town to employ all available remedies under the Special District Act to prevent or rectify a “material modification” of a service plan, in addition to the remedies set forth in Section 8.04 of this Agreement.

ARTICLE VI

ANNUAL REVIEW

6.0 Town Review. Annually no later than the date Districts are required to submit the annual report under the SDP, the Districts shall furnish to Town an accounting of all actual revenues and expenses, and accumulated reserves for the preceding calendar year, in substantially the same format as the Financial Plan, such that Town can compare the experience of the Districts with the projections and assumptions in the Financial Plan. Town shall have access to Districts' financial statements, accounting records and other supporting documentation, upon written demand, and at such reasonable times, for the purpose of auditing the financial reports submitted by Districts. Such review shall be conducted at the sole discretion of the Town.

6.1 Quinquennial Review. Completion of the requirements for annual review shall also fulfill the requirements for quinquennial review mandated by the Special District Act.

6.2 Continued Oversight. It is the Town's intention to exercise oversight of the Districts following approval of their Service Plans to the maximum extent permitted by Colorado law. Toward that end, the Town will designate a member or members of staff to act as a liaison between the Town and its residents and the Districts. This individual shall coordinate the Town Review provided for in paragraph 6.0 of this Agreement and shall evaluate compliance of the Districts with the Service Plan, including without limitation the Financing Plan. The staff member shall also be available to answer inquiries from the public about the Districts and to direct interested persons to available sources of information regarding the Districts. The Districts agree that their designated representatives shall meet with the staff liaison on an as-needed basis and no less than annually.

ARTICLE VII

DISCLOSURE AND NOTICE

7.0 Notice. The District(s) shall use all reasonable efforts to ensure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts and any proposed future inclusion area (as well as the purchasers of property located within any extraterritorial Service Area outside the boundaries of the District) regarding the District's existing mill levies, its maximum debt mill levy, any District Fees, as well as a general description of the Districts' authority to impose and collect rates, fees, tolls and charges. The form of notice shall be filed with the Town prior to the initial issuance of the debt of the District imposing the mill levy and shall be substantially in the form of **Exhibit A** attached hereto and incorporated by reference.

7.1 Enforcement and Continuing Obligation. The obligation to provide Notice under this Article VII shall extend to all developers and builders of property located within the Districts at the time of the initial issuance of debt and subsequently, and the right to receive Notice extends

to all purchasers of property within the Districts. Pursuant to Article 8.13, this obligation shall be a covenant running with the land and may be enforced in a court of competent jurisdiction through any available remedy at law or equity.

ARTICLE VI

LIMITATIONS ON DISTRICTS' POWERS

6.01 Restrictions on Expansion of Districts' Powers. The Parties acknowledge that the Service Plan was approved by the Town solely for the purpose of providing, acquiring, constructing, installing, completing, financing, and reimbursing for the Facilities and providing or causing to be provided the services authorized pursuant to this Agreement and described in the Service Plan, and for no other purpose. The Districts shall not undertake or perform any purpose, service or function except as stated in this Agreement and in the Service Plan or as reasonably required for the Districts to accomplish such purposes, responsibilities and obligations. The Town shall not interfere with the exercise by Districts of any of their lawful powers except as the exercise thereof is specifically limited by this Agreement and the Service Plan.

6.02 Extraterritorial Authority. Districts will not engage in any service or activity outside the Service Area as defined in the Service Plan except as such Facility or service is expressly described in the Service Plan and is necessary to the provision of Facilities or services within their boundaries, or where the Districts have obtained express written permission of the Town.

6.03 Change of Districts' Boundaries. The Districts shall not cause any territory outside the Service Area described in the Service Plan to be included within the Districts, nor shall they cause any territory within the Service Area to be excluded entirely from the Districts' boundaries, without first obtaining Town approval, or unless the inclusion or exclusion of that territory is expressly provided for in the Service Plan.

ARTICLE VII

TOWN'S RESERVED POWERS

7.01 Generally. As a general-purpose municipal corporation with the police power, the Town adopts and administers policies, rules, and regulations, principally through the Town Regulations. The approval of the Service Plan or this Agreement shall in no manner restrict the Town Council from applying Town Regulations within the Project even though the Town Regulations may have the effect of limiting or delaying development or making development more costly to the landowner and/or Districts, provided the Town Regulations are:

- (a) A lawful exercise of the Town's police powers; and
- (b) not in express contravention of the Town Requirements, the Service Plan, or this Agreement.

7.02 No Claims. The Districts shall have no legal or equitable claim against Town as a result of the Town taking or imposing any of the following actions if it is otherwise a lawful exercise of the Town's powers:

- (a) imposing new Development Exactions or increasing (or decreasing) the levels of existing Development Exactions;
- (b) exercise of the Town's right of eminent domain to acquire private properties within the boundaries of the Districts for public purposes upon the payment of just compensation therefore; and
- (c) acquisition of properties zoned for development within the boundaries of the Districts for park, recreation, open space, historic preservation, or other public purpose, pursuant to agreement with the grantor.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Dissolution of Districts. The Districts shall be dissolved as provided for in the Service Plan and upon the occurrence of the following events:

- (a) all Facilities contemplated under this Agreement and the Service Plan have been constructed, installed, and completed;
- (b) final payment or discharge of all outstanding indebtedness of the Districts in accordance with applicable Colorado and federal law; and
- (c) adequate provision is made for ongoing operation and maintenance of the Facilities; or
- (d) There has been a period of five or more years without substantial development activity in any of the Districts governed by the Service Plan. The requirement in this Paragraph 8.01 may be extended or altered upon a majority vote of the Town Board of Trustees.

8.02 Additional Warranties. The Parties warrant that each has the right, power and authority to enter into, perform, and observe this Agreement. Districts disavow as obligations any provision of any agreement or indenture between the Districts and any other special district or among the Districts which is in contravention of the provisions of this Agreement, and Districts stipulate that any such intergovernmental agreement shall be subordinate and subject to the provisions of this Agreement.

8.03 Instruments of Further Assurance. The Town and the Districts covenant that they will do, execute, acknowledge and deliver such documents and shall cause to be done such acts and transfers as may reasonably be required for the performance of their obligations hereunder.

8.04 Default and Remedies. In the event that one Party believes that the other is in default of this Agreement, the non-defaulting party shall first notify the defaulting party in writing of the default and specify the exact nature of the default in such notice. The defaulting party shall have twenty (20) business days from its receipt of the notice within which to cure such default before the non-defaulting Party may exercise any of its remedies under this Agreement, provided that:

- (a) such default is capable of being cured;
- (b) the defaulting Party has commenced the cure within the twenty-day period; and
- (c) the defaulting Party diligently pursues said cure to completion.

If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within such period by the defaulting Party and diligently pursued to completion. In this instance where the initial corrective action could not be completed within the initial twenty-day period, if the corrective action is not completed within sixty (60) business days after the completion of the initial twenty-day corrective period, the non-defaulting Party may seek any remedy provided for in this Agreement. In addition to specific remedies provided elsewhere in the Agreement, upon default, the non-defaulting Party shall have the right to seek any remedy at law or equity to enforce any obligation, agreement, or covenant of the defaulting Party under this Agreement, or to collect any monies then due and payable to the defaulting Party. In any such legal action, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs of suit from the other Party. In addition to any judicial remedy, the Town may withhold building permits until the default has been cured in full. The remedy of not issuing new building permits shall extend to all properties within the boundaries of the defaulting District, any contemplated inclusion area, and any portion of the District's Service Area for which extraterritorial service is provided outside the boundaries of the District.

8.05 Notices. All notices, certificates, or other communications hereunder shall be deemed sufficiently given when mailed by registered or certified mail, postage prepaid and addressed as follows:

If to the Town:	Attn: Chris Kirk (or Successor), Town Administrator Town of Berthoud 807 Mountain Avenue Berthoud, CO 80513
-----------------	--

If to the Districts:

8.08 No Liability of Town. Town shall have no obligation whatsoever to repay any debt or liability of the Districts, including the Bonds. The Bonds shall be obligations only of the Districts, and the full faith and credit of the Town shall in no way be employed to guarantee or secure repayment of the Bonds.

8.07 Notice of Meetings. The Districts shall submit a written notice to the Town Clerk of every regular and special meeting of the Districts' Board of Directors at least three days prior to the meeting. This requirement may only be fulfilled by a specific and separate notice of each meeting. Written notice must also be provided to the Town Clerk of the cancellation of any regular or special meeting.

8.08 Assignment. No transfer or assignment of this Agreement or of any rights hereunder shall be made by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

8.09 Amendments. This Agreement may be amended only in writing upon consent of the Parties. Amendments shall be approved by resolutions of the Town Board of Trustees and the Boards of Directors of the Districts during duly noticed meetings of those bodies.

8.10 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not render invalid or unenforceable any other provision hereof.

8.11 No Waiver. The waiver or delay in enforcement of any provision hereof shall not constitute a waiver of any other covenant or obligation in this Agreement. A waiver shall only be deemed to have taken place upon proof of the full legal standard for waiver, which means that the waiving Party must knowingly relinquish or abandon a right or privilege hereunder.

8.12 Entire Agreement. This Agreement contains the entire agreement of the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral.

8.13 Covenant Running with the Land. This Agreement touches and concerns the land within the boundaries of the Districts, any contemplated inclusion area, and any portion of the Districts' Service Area for which extraterritorial service is provided outside the boundaries of the Districts. It is intended by the Parties to be a covenant running with the land. This Agreement may be recorded by any Party in the real property records of any County in which the Districts, any contemplated inclusion area, and any portion of the Districts' Service Area for which extraterritorial service is provided outside the boundaries of the Districts is located.

8.13 Intended Third Party Beneficiaries. This Agreement is made for the sole purpose of promoting and protecting the public health, safety, and welfare of the residents, electors, and taxpayers of the Districts and the Town. The residents, electors, and taxpayers are intended third party beneficiaries of this Agreement and shall have standing to enforce any of the terms, covenants, and agreements set forth in this Agreement.

[Signatures on Following Pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

THE TOWN OF BERTHOUD

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

Erin M. Smith, Town Attorney

**METROPOLITAN DISTRICT NOS. ____, ____,
AND ____**

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of _____, 20__, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

GENERAL DISCLOSURE AND COMMON QUESTIONS REGARDING _____ Metropolitan District

1. What does the District do?

_____ Metropolitan District (the “**District**”) was organized on _____, pursuant to a Service Plan, approved by the Town Board for the Town of Berthoud, Colorado, on _____ (the “**Service Plan**”) for purposes of constructing, operating and maintaining certain public improvements within the boundaries of the District. The District is a governmental entity governed by an elected board of directors made up of property owners and property taxpayers within the District’s boundaries.

The District’s current and potential future boundaries are shown on the map set forth in **Exhibit 1** attached hereto. It is conceivable that additional boundary adjustments may be made within the District. Any such boundary adjustment is subject to prior approval by the owners of the property to be included and must be considered at a public hearing of the District’s board of directors.

Pursuant to the Service Plan, the District is authorized to construct, operate, and maintain public improvements, including streets and traffic controls, water and storm sewer, sanitary sewer services and facilities, and park and recreation services and facilities for the benefit of the property owners of the District. The District may dedicate certain public improvements to the Town of Berthoud (the “**Town**”). The operations and maintenance of public improvements dedicated to the Town shall rest with the Town. Public improvements not dedicated to the Town shall be owned, operated, and maintained by the District or other non-profit or governmental entities. The District has authority to impose property taxes and other fees, rates, tolls, penalties, or charges to fund the construction and operations and maintenance for all improvements identified in the Service Plan. At some point in the future, the District may impose fees and/or rates; all District fees and rates may be adopted and/or amended from time to time by the District’s board of directors at their discretion, as permitted by law.

Certain services may be provided within the District by one or more property owner associations organized as Colorado non-profit organizations comprised of all property owners in the District. Currently, no property owners association has been established within the boundaries of the District. If a property owners association is established, property owners may be subject to fees and assessments payable to the association which will be separate from and in addition to any fees or assessments payable to the District.

2. How much property tax will the District collect to construct improvements and pay for operations?

The District has authority to impose property taxes for the construction, operation, and maintenance of the improvements identified in the Service Plan. The District may issue bonds to provide for the costs of capital improvements within its boundaries. In order to meet the debt service requirements for bonds and to pay operations and maintenance costs associated with the provision of services, the District will impose a mill levy under the Service Plan. The mill levy authorized for the District under the Service Plan may not exceed 55.000 mills for the payment of debt obligations and related expenses, may not exceed 17.000 mills for the payment of operations and maintenance obligations and related expenses, and may not exceed a total of 72.000 mills for the payment of debt obligations and operations and maintenance expenses combined, which mill levy rates may be adjusted upward or downward over time as permitted in the Service Plan. In addition, various voter limitations exist which affect the taxing powers of the District, including maximum annual taxing limitations and expenditure limitations. The TABOR Amendment, Article X, Section 20 of the Colorado Constitution, also provides for various legal limitations which may restrict the taxing and spending authority of the District.

3. What are the advantages of metropolitan districts providing public improvements in lieu of cities, towns or counties?

Many areas in Colorado utilize special districts to finance public improvements. As cities, towns and counties often do not finance, construct or provide water and wastewater systems, roads, or recreation facilities in new communities, special districts have been organized to build these facilities. Special districts, and the financial powers they utilize, may also permit earlier construction of recreation facilities and other amenities for the benefit of the community when compared with developments not within special districts. Where special districts are utilized, the costs of improvements within the community are generally spread over 20 to 30 years and are paid from mill levies. Special districts are governed by property owners within the community who are better able to address issues of concern to the community than could a larger city, town or county.

4. How can I be assured that the District will not issue too many bonds and create unreasonably high mill levies?

All bonds issued by the District will be governed by the controls adopted by the Colorado legislature governing the process by which bonds are issued by special districts. In addition, the organization and operation of the District are governed by the terms of the Service Plan, which limits the mill levy that may be assessed by the District for the payment of debt obligations and related expenses to 55.000 mills, the mill levy that may be assessed by the District for payment of operations and maintenance obligations and related expenses to 17.000 mills, and the total mill levy that may be assessed by the District for debt obligations and operations and maintenance combined to 72.000 mills, subject to adjustments to account for changes in state law with respect to the assessment of property for taxation purposes, the ratio for determining assessed valuation, or other similar matters. The adjustment allows for tax revenues to be realized by the District in an equivalent amount as would have been realized by the District

based on a levy of 72.000 mills absent any change in the manner of the assessment of property for taxation purposes, the ratio for determining assessed valuation, or other similar matters.

The mill levy limits will remain in place unless and until the Service Plan is amended to permit a change in this limit for the District. This limit, as well as others existing under Colorado law and various voter approvals, are believed to be adequate to control the tax levies within the District. As noted above, however, many of the limits of the Service Plan and existing voter limits may be amended from time to time.

Market constraints on property sales by the developer also require that the mill levy within the District be comparable to mill levies in competing development areas in order to further the community as an attractive place for individuals to purchase residential property. Therefore, in the initial stages of the development, it is in the District's and the project developer's best interest to maintain a mill levy in the District comparable to the total property taxes in other similar communities so that the property taxes paid for the amenities and services in the District are perceived as a good value.

5. Who bears the risk that the community may not fully develop?

Bondholders will be providing funding to the District for the District's construction of public improvements authorized by the Service Plan. These initial bonds for the District may be supported, in part, by the developer of the project. Property taxes paid by property owners on residential property will help pay the costs of all bonds issued by the District. This results in the risk of development being shared in part by bondholders and the developer. The property owners also share risk relative to the bonds which are currently limited as noted above in paragraph 4. As previously stated, it is within the District's discretion to impose other fees to help pay for public improvements.

6. What will my tax bill look like?

In determining the tax liability due for residential property, the Larimer County Assessor's Office first determines the actual value of the residential property based upon market approach to appraisal. Up to five years of market activity are analyzed. The actual value of the residential property is then multiplied by the assessment rate, which is set every odd numbered year by the state legislature, to determine the assessed valuation of the residential property. The 2018 assessment rate on residential property was 7.2%. The mill levy is then multiplied by the assessed valuation of the residential property, resulting in the assessment for the residential property. For example, residential property with an actual value of \$450,000 would have an assessed value of \$32,400 ($\$450,000 \times 7.2\%$). One mill (0.001) applied to that valuation for assessment produces \$32.40 of taxes ($\$32,400 \times 0.001$).

It is anticipated that the tax bill for your property will show mill levies for Town of Berthoud, Larimer County, Berthoud Fire District, Thompson R2-J School District, Berthoud Community Library District, Thompson Valley Health Service District, Northern Colorado Water Conservancy District, Larimer Pest Control District, Little Thompson Water District and various other service providers, including _____ Metropolitan District. According to information available from the Larimer County Assessor, the total overlapping mill levy

imposed upon the property within the boundaries of the District, but without any District mill levy, was 98.268 mills for tax year 2018 for collection in the year 2019. Therefore, without the District, the annual tax bill levied on a residential property with an actual value of \$450,000 would be approximately \$3,183.88 ($\32.40×98.268).

The maximum mill levy the District is permitted to levy is 72.000 mills (0.072000), and the portion of the annual tax bill levied by the District on a residential property with an actual value of \$450,000 would be approximately \$2,332.80 ($\32.40×72.000). Your tax bill for your property will also include mill levies from other taxing entities that overlap with the District's boundaries, making the total annual tax bill levied on the residential property approximately \$5,516.68 ($\$3,183.88 + \$2,332.80$).

The assessment ratio for residential property for 2019 (collection year 2020) will be 7.15%.

Exhibit 2 attached hereto sets forth the approximate mill levies that are currently levied against the property within the District and outlines the annual tax bills levied both with and without the District. Colorado taxing entities certify their mill levies on an annual basis, so the most accurate manner of ascertaining the specific taxing entities and current mill levies imposed on any property is by contacting the Larimer County Assessor's office directly.

7. Where can I get additional information regarding the District?

This document is not intended to address all issues associated with special districts generally or with _____ Metropolitan District specifically. The Service Plan for the District contains a full description of the District's purpose and functions. Prospective purchasers of property within the District are encouraged to read this document to be fully informed. A copy of the District's Service Plan is available in the Town Clerk's Office. For additional information about the District, prospective purchasers may also contact the District's manager's office at _____. The District's meetings are open to the public, at which time you can raise questions regarding any matter related to the activities of the District.

Dated this ____ day of _____, 20_____.

By: _____

Name: _____

Title: _____

Purchaser's Signature Acknowledging Receipt: _____

EXHIBIT 1
TO GENERAL DISCLOSURE AND COMMON QUESTIONS

LEGAL DESCRIPTION OF
_____ METROPOLITAN DISTRICT

EXHIBIT 2

TO GENERAL DISCLOSURE AND COMMON QUESTIONS

ESTIMATE OF PROPERTY TAXES

Annual Tax Levied on Residential Property With \$450,000 Actual Value Without the District

<u>Taxing Entity</u>	Mill Levies (Collection Year 2019**)	Annual tax levied
Town of Berthoud	9.327	\$ 302.19
Larimer County	22.403	\$ 725.86
Berthoud Fire District	13.805	\$ 447.28
Thompson R2-J Bond Pymt	10.022	\$ 324.71
Thompson R2-J Gen Fund	37.406	\$ 1,211.95
Berthoud Comm Library Dist	2.400	\$77.76
Thompson Valley Hlth Scv Dist	1.763	\$ 57.12
N Colo Water Cons Dist	1.000	\$ 32.40
Larimer Co Pest Ctrl Dst	0.142	\$ 4.60
Little Thompson Water	0.000	\$ 0.00
TOTAL:	98.268	\$ 3,183.88

Annual Tax Levied on Residential Property With \$450,000 Actual Value With the District (Assuming Maximum District Mill Levy)

<u>Taxing Entity</u>	Mill Levies (Collection Year 2019**)	Annual tax levied
Town of Berthoud	9.327	\$ 302.19
Larimer County	22.403	\$ 725.86
Berthoud Fire District	13.805	\$ 447.28
Thompson R2-J Bond Pymt	10.022	\$ 324.71
Thompson R2-J Gen Fund	37.406	\$ 1,211.95
Berthoud Comm Library Dist	2.400	\$77.76
Thompson Valley Hlth Scv Dist	1.763	\$ 57.12
N Colo Water Cons Dist	1.000	\$ 32.40
Larimer Co Pest Ctrl Dst	0.142	\$ 4.60
Little Thompson Water	0.000	\$ 0.00
_____ Metropolitan District	72.000	\$ 2,332.80
TOTAL:	170.268	\$ 5,516.68

{00734898.DOCX / 3 }**This estimate of Overlapping Mill Levies is based upon mill levies certified by the Larimer County Assessor's office in December 2018 for collection in 2019, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Larimer County Assessor's office to obtain the most accurate and up to date information.

**TOWN OF BERTHOUD
RESOLUTION NO. 2023-07**

**A RESOLUTION ADOPTING THE BERTHOUD METROPOLITAN DISTRICT
POLICY**

WHEREAS, the Town seeks to adopt a metropolitan district policy to guide formation of metropolitan districts within the Town, set consistent and reasonable expectations for developers and proponents of metropolitan districts, and provide more transparency and notice to prospective property owners and homeowners within metropolitan districts regarding the effects and obligations of owning real property within a metropolitan district; and

WHEREAS, the Board of Trustees (“Board”) has reviewed the benefits, burdens, impacts, and various components of metropolitan districts, with input from Town staff and legal counsel; and

WHEREAS, based on guidance from the Board, staff developed: (1) Town of Berthoud Policy for Reviewing Service Plans for Metropolitan Districts; (2) Master Intergovernmental Agreement between the Town and proposed Metropolitan Districts; and, (3) a General Disclosure Form, all attached and incorporated by reference (collectively, “Berthoud Metropolitan District Policy”); and

WHEREAS, the Board finds that adopting the Berthoud Metropolitan District Policy is in the best interests of the Town and will assist in guiding the formation of metropolitan districts, setting consistent and reasonable expectations for developers and proponents of metropolitan districts, and providing more transparency and notice to prospective property owners and homeowners within metropolitan districts.

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

Section 1. That the Town of Berthoud Policy for Reviewing Service Plans for Metropolitan Districts is hereby adopted to guide the Board of Trustees’ evaluation and decision regarding metropolitan district service plans and to achieve the purposes set forth above.

Section 2. That an agreement in substantially the same form as the Master Intergovernmental Agreement is required to be executed between the Town and any approved metropolitan district following Town approval of a Metropolitan District Service Plan.

Section 3. Any Metropolitan District Service Plan must incorporate the General Disclosure Form approved by the Town.

Section 4. That this Resolution shall be effective as of the date of its adoption.

APPROVED, and ADOPTED this 11th day of April, 2023.

TOWN OF BERTHOUD

BY: _____
William Karspeck, Mayor

ATTEST:

Christian Samora, Town Clerk