



**Garden
Spot of
Colorado**

**MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, May 09, 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
Presented by: Christian Samora (5 Min)

Documents:

MEMO RE CONSENT AGENDA.PDF
A. MAY 9, 2023 MEETING AGENDA.PDF
B. APRIL 25, 2023 MEETING MINUTES.PDF
C. RESOLUTION 2023-10 OIL AND GAS ADMINISTRATIVE
SUSPENSION.PDF
D. LOVELAND LAKE AND DITCH COMPANY SHARE PURCHASE.PDF
E. MARCH 2023 FINANCIAL INFORMATION.PDF
F. AMENDMENT LARIMER COUNTY IGA REGARDING CR 14
IMPROVEMENTS.PDF

- 5.II. Harvest 47 Preliminary Plat - Public Hearing
Presentation By: Anne Johnson (30 Min)

Resolution 2023-11 - A resolution of the Town Board of Trustees approving a preliminary plat for a development known as the "Harvest 47 Development"

Documents:

[MEMO RE HARVEST 47 PRELIMINARY PLAT.PDF](#)
[RESOLUTION 2023 11 APPROVING PRELIMINARY PLAT FOR HARVEST 47 DEVELOPMENT.PDF](#)
[STAFF REPORT RE HARVEST 47.PDF](#)
[APPLICATION ATTACHMENTS.PDF](#)
[PLANNING COMMISSION DRAFT MINUTES 04 27 2023.PDF](#)

5.III. Broadband Project Update And Discussion
Presented By: Walt Elish (60 Min)

Documents:

[MEMO RE BROADBAND.PDF](#)
[LARIMER COUNTYLOVELAND PULSE PRESENTATION.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. 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:	May 9, 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) May 9, 2023, Meeting Agenda
- b) April 25, 2023, Meeting Minutes
- c) Resolution 2023-10 Oil and Gas Administrative Suspension
- d) Loveland Lake and Ditch Company Share Purchase
- e) March 2023 Financial Information
- f) Amendment to IGA with Larimer County Regarding CR 14 Improvements

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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MEETING OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, May 9, 2023, 6:30 p.m.

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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) May 9, 2023, Meeting Agenda
 - b) April 25, 2023, Meeting Minutes
 - c) Resolution 2023-10 Oil and Gas Administrative Suspension
 - d) Loveland Lake and Ditch Company Share Purchase
 - e) March 2023 Financial Information
 - 2. Harvest 47 Preliminary Plat – Public Hearing** (Anne Johnson) (30 Min)
Resolution 2023-11 – A resolution of the Town Board of Trustees approving a preliminary plat for a development known as the “Harvest 47 Development”
 - 3. Broadband Project Update and Discussion** (Walt Elish) (60 Min)
- VI. ELECTED OFFICIAL REPORTS** (10 Min)
 - 1.** Town Board – Tim Hardy, May Soricelli, Mike Grace, Sean Murphy, Karl Ayers, and Jeff Butler.
 - 2.** Mayor – William Karspeck
 - 3.** Staff – Town Administrator, Attorney

May 9, 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.

- VII. EXECUTIVE SESSION (Town Board) (15 Min)**
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 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 (Town Board) (5 Min)**
- IX. ADJOURN**

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor



**Garden
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MEETING MINUTES OF THE TOWN BOARD

**Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, April 25, 2023, 6:30 p.m.**

4/25/2023 - Minutes

1. Regular Meeting Called To Order - Mayor William Karspeck

Mayor Karspeck called the meeting to order at 6:30 p.m.

2. Pledge Of Allegiance - Mayor William Karspeck
3. Roll Call - Mayor William Karspeck

The following Board Members were present:

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

The following were also present:

Chris Kirk, Town Administrator
Erin Smith, Town Attorney
Michelle Tovar, Deputy Town Clerk
Anne Johnson, Community Development Director

4. Citizen Participation

The following spoke:

Kelly MacAulay of Berthoud

5. Scheduled Items And Estimated Time For Discussion

5.1. Consent Agenda

Trustee Ayers moved to combine and approve the items on the consent agenda.

Trustee Hardy seconded the motion.

In a roll call vote of 7-0, **THE MOTION CARRIED.**

5.II. Acceptance Of 1st Street Corridor Overlay Plan

Trustee Murphy moved to approve Resolution 2023-09 Resolution of the Town Board of The Town of Berthoud approving the First Street Corridor Plan.

Trustee Ayers seconded the motion.

In a roll call vote of 7-0, **THE MOTION CARRIED.**

5.III. Ludlow Neighborhood Master Plan And Rezoning - Public Hearing

The two items were combined.

Mayor Karspeck Opened up the Public Hearing and the following spoke...

Greg Ludlow of Longmont with the Ludlow Farm in Berthoud (Owner)

John Keller of Berthoud

Gary Maggi of Berthoud

Dave Kuntz of Berthoud

Steve Anderson President of Handy Ditch Company

Tom Patterson of Berthoud

Dave Melanson of Berthoud

Scott Banzhaf of Berthoud

Kelly MacAulay of Berthoud

David Gregg owner and Co-Founder of Mission Homes

John Terrell of Berthoud

Jim Marquis of Berthoud

Joe Nesvara of Berthoud

Mayor Pro Tem Grace moved to extend the meeting until we conclude the standard agenda items.

Trustee Murphy seconded the motion.

All were in favor.

5.III.i. Ludlow Neighborhood Master Plan

Trustee Soricelli moved to approve Resolution 2023-08 of the Town Board of the Town of Berthoud approving a Neighborhood Master Plan for a development known as the "Ludlow Development" in the Town of Berthoud with the following conditions...

- That there is a required light place at Highway 287 pending CDOT approval.
- In addition, if FEMA approves that there would be a crossing over Dry Creek.

Mayor Pro Tem Grace seconded the motion.

In a roll call vote of 6-1, **THE MOTION CARRIED.**

5.III.ii. Ludlow Property Rezoning

Mayor Pro Tem Grace moved to approve Ordinance 1318 an Ordinance of the Town Board of the Town of Berthoud amending the zoning map of the Town of Berthoud to rezone the Ludlow Property previously zoned to planned unit development to Suburban Residential and Urban Residential Districts.

Trustee Soricelli seconded the Motion

In a roll call vote of 6-1, **THE MOTION CARRIED.**

6. Elected Official Reports

Trustee Soricelli: had nothing to report

Trustee Hardy: Sheriff's Department received 50 new angels vest.

Trustee Murphy: Thanked Sgt. Williamson for hosting them at the Larimer County Sheriff's Department. Talked about the Post Office and was advised to send additional comments regarding the issues. Arbor Day celebration is Saturday.

Trustee Butler: Senate Bill 213, they made some revisions and CML is still not in support and he agrees with that and stated that we continue to maintain our stance with our resolution.

Trustee Ayers: Skata-A-Palooza is this Saturday at the recreation center from 10 a.m. to 1 p.m.

Mayor Pro Tem Grace: Youth Advisor Meeting tomorrow morning continuing the discussion with Scortch Fest planning that will be June 9 and June 10th. Stated it was good to go to the Larimer County Sheriff's office with the Trustee Murphy and the Mayor.

Mayor Karspeck: Added to Mayor Pro Tem and stated that was fantastic and thanked Sheriff's department. He went to Carrie Martin for a leadership day. He has a Passenger Rail meeting on Friday. Latter Day Saints is having a Preparedness Day Fair on Saturday from 11 a.m. to 2 p.m. He also had a Dark Sky Meeting today. He has an MPO meeting on Thursday.

Town Administrator Kirk: He sent the board some updates. We will receive close to nine hundred thousand dollars for micro-transit. That will be a pilot program that does not exist anywhere else. The CDOT permit for the roundabout artwork and landscaping was approved. He still waiting for the approval for space over the Little Thompson Bridge. They are having problems with the Parklets thus why they are not back on the street, it is an FHWA issue. That it is not just us but statewide.

Attorney Smith: Had nothing to report.

7. Executive Session

This was postponed.

8. Approval Of Town Administrator Employment Agreement

This was postponed.

9. Adjourn

The meeting adjourned at 12:02 a.m.

DRAFT

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	May 9, 2023
Agenda Title/Subject:	Extension of Administration Suspension of Oil and Gas Applications
Type of Item:	Consent Agenda
Purpose:	To extend the temporary administrative suspension of consideration of oil and gas permit applications
Presented by:	Chris Kirk

ATTACHMENTS:

- Resolution 2023-10 Extending a temporary administrative suspension of consideration of oil and gas permit applications

BACKGROUND:

The current Oil and Gas administrative suspension will expire on May 19, 2023. Staff recommends extending the moratorium for an additional 180 days as work on establishing oil and gas regulations continues.

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

UPDATE/NEXT STEPS:

A similar resolution was previously approved on November 20, 2022 and is set to expire on the date referenced above. Staff will continue working with the attorney that has engaged with the Town to develop solutions regarding oil and gas regulations.

FISCAL IMPACT AND FUND SOURCE:

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

COMMUNITY TOUCHSTONES:

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

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

RECOMMENDED ACTION(S):

Approve this Resolution as part of the Consent Agenda.

**TOWN OF BERTHOUD
RESOLUTION NO. 2023-10**

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

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

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

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

WHEREAS, on November 20, 2022 the Town Board of Trustees passed a Resolution suspending processing of new oil and gas permit applications for 180 days or until new Regulations were developed and approved by the Town. Since that time Town staff, in conjunction with other municipalities, has continued to develop draft oil and gas regulations (the "Draft Regulations") to be considered by the Town in light of new Regulations from the COGCC but has not completed such regulations; and

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

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

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

180-Day Administrative Suspension:

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, ON MAY 9, 2023.

TOWN OF BERTHOUD

BY: _____
William Karspeck, Mayor

ATTEST:

Christian Samora, Town Clerk

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	May 9, 2023
Agenda Title/Subject:	Loveland Lake and Ditch Share purchases
Type of Item:	Consent Agenda
Purpose:	Approve the Purchase Contracts for Multiple Shares of Loveland Lake and Ditch

ATTACHMENTS:

1. Draft Contract to Buy and Sell Water Rights – Clover
2. Draft Contract to Buy and Sell Water Rights – Starck
3. Draft Contract to Buy and Sell Water Rights – DeGroat

BACKGROUND:

A consistent aspect of the Town's long-term strategy to develop its water rights portfolio has been to acquire ditch shares on the Big Thompson River whenever those types of water rights become available. The Town recently received three separate offers to purchase a total of 3.5 shares in the Loveland Lake and Ditch Company (the "Subject Shares"), which satisfy this criteria and are an excellent fit with the Town's water resources portfolio.

The Town's 2020 Water Resources Master Plan recommended that the Town continue to acquire Loveland Lake and Ditch shares for non-potable irrigation use. The development and use of non-potable irrigation systems decreases the use of potable water for irrigation and correspondingly increases the amount of households that can be served from the Town's other potable water sources. The Town currently uses its Loveland Lake and Ditch shares for irrigation of parks and a portion of the Farmstead subdivision, and the Town expects an increase in the demand for water resources that can be used for non-potable irrigation.

Three separate purchase agreements with exhibits are attached to this memo. The terms of the purchase agreements are consistent with the Town's prior purchase agreements for Loveland Lake and Ditch Company shares, and they require the Town to pay cash for the Subject Shares, contingent on the Board's approval.

We strongly recommend that the Town acquire the Subject Shares because they will be simple to incorporate into the Town's water rights portfolio and non-potable water supply system, and will increase the number of households that can be served with the Town's other potable water sources.

UPDATE/NEXT STEPS:

Staff will conduct the necessary due diligence on the shares and complete the transactions as appropriate.

FISCAL IMPACT AND FUND SOURCE: The Town's "Source of Supply" fund will be used to purchase these shares. Revenue for this fund comes from the Cash-In-Lieu of Water Dedication fees that new development pays to the Town.

COMMUNITY TOUCHSTONES: Sustainability, Resiliency

RECOMMENDED ACTION(S):

Authorize the Town Administrator to execute three contracts for purchase of the Subject Shares substantially in the forms attached hereto

CONTRACT TO BUY AND SELL WATER RIGHTS

1. PARTIES AND WATER RIGHTS. The Town of Berthoud, a municipal corporation ("Buyer"), agrees to buy, and the undersigned sellers, Donald and Diana Clover with an address of 515 E. County Road 8, Berthoud, Colorado 80513 ("Sellers"), agree to sell, on the terms and conditions set forth in this Contract, the following described water rights:

Sellers' share in the Loveland Lake and Ditch Co. ("LLDC"), which are comprised of One (1) share of stock, represented by Stock Certificate No. ____ ("Water Rights"), which have been used to irrigate the lands described in **Exhibit 1** (the "Property") attached hereto and incorporated by reference herein.

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

2. PURCHASE PRICE. The purchase price shall be Sixty-Five Thousand Dollars (\$65,000.00) per share for a total of Sixty-Five Thousand dollars (\$65,000.00) for the Water Rights ("Purchase Price").

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

4. EVIDENCE OF TITLE. Seller shall furnish to Buyer, at Buyer's expense, an Ownership and Encumbrance Report ("O&E Report") for the lands which have historically been irrigated by the subject Water Rights described in Paragraph 1 above, on or before May 19, 2023 ("Title Deadline") to determine whether any encumbrances on the Water Rights are set forth therein. Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the O&E Report also be furnished to Buyer at Buyer's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The Buyer may also conduct a search of the records of the Colorado Secretary of State to determine whether encumbrances on the Water Rights

exist, at Buyer's expense ("UCC Report"). The Buyer may also conduct a search of the records of the LLDC to determine whether encumbrances on the Water Rights exist and whether Seller has clean title to the Water Rights. The O&E Report, UCC Report, and LLDC records, together with any copies or abstracts of instruments furnished pursuant to this Paragraph 4 constitute the title documents ("Title Documents"). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Title Deadline.

5. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Sellers on or before June 2, 2023. If Sellers do not receive Buyer's notice on or before said date, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory subject to Paragraph 5(d) hereof.

(b) Matters Not Shown by the Public Records. Sellers shall deliver to Buyer, on or before the Title Deadline set forth in Paragraph 4, true copies of all lease(s) in Sellers' possession pertaining to the Water Rights and shall disclose to Buyer all liens or other title matters not shown by the public records of which Sellers have actual knowledge. Written notice of any unsatisfactory condition(s) disclosed by Sellers or revealed by such inspection shall be signed by or on behalf of Buyer and given to Sellers on or before June 2, 2023. If Sellers do not receive Buyer's notice by said date, Buyer accepts title to such rights, if any, of third parties of which Buyer has actual knowledge, subject to Paragraph 5(d) hereof.

(c) Right to Cure. If Sellers receive notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Sellers shall use reasonable effort to correct said unsatisfactory title condition(s) prior to June 16, 2023. If Sellers fail to correct said unsatisfactory title condition(s) on or before June 16, 2023, this contract shall then terminate; provided, however, Buyer may, by written notice received by Sellers, on or before June 30, 2023, waive objection to said unsatisfactory title condition(s), subject to Paragraph 5(d) hereof.

(d) Updated Title Documents. Sellers shall provide an updated O&E Report dated the day of closing hereunder at Closing, at Buyer's expense. The Buyer may

also provide an updated UCC Report at Closing. In the event that encumbrances appear in said updated Title Documents that did not appear in the original Title Documents, Buyer shall have the right to terminate this Contract and all rights and obligations hereunder shall become void.

6. INVESTIGATIONS OF HISTORICAL USE OF WATER RIGHTS. Buyer shall have the right to investigate the historical delivery and use of the Water Rights and all related matters, including but not limited to LLDC agreements, facilities and records ("Water Rights Investigations"), and Sellers hereby agree to assist in said Water Rights Investigations at no cost to Sellers. In the event that, based on those Water Rights Investigations, Buyer determines in its sole discretion that the Water Rights are unsuitable for use by Buyer, Buyer may provide written notice to Sellers of the unsuitability of the Water Rights, at Buyer's sole discretion, signed by or on behalf of the Buyer and delivered on or before closing. Upon Sellers' receipt of said notice on or before June 30, 2023, this Contract shall terminate.

7. DRY-UP COVENANT AND CONTINGENCY. Sellers shall execute a Dry-Up Covenant in substantially the form attached hereto as **Exhibit 2** for lands which have historically been irrigated by the Water Rights by June 16, 2023 subject to the terms hereof. It is recognized by the parties that Sellers own water rights in excess of those being conveyed hereunder. Therefore, only a portion of the property historically irrigated with the Water Rights shall be required to be dried up. In addition, said Dry-Up Covenant shall not foreclose Sellers from using their other sources of water, identified on the Dry-Up Covenant, to irrigate the property subject to the Dry-Up Covenant. This contract is expressly contingent upon agreement between Buyer and Sellers as to the location and terms concerning the land to be dried up. If said agreement is not reached on or before June 16, 2023, this Contract and all rights and obligations hereunder shall terminate.

8. WARRANTIES. Sellers warrant that they have good and sufficient title to the Water Rights, the right, privilege and authority to sell the same, that there are no liens or encumbrances of any kind against the Water Rights, and that all assessments (up to and including the 2023 water year) are paid.

9. TRANSFER OF TITLE TO WATER RIGHTS. Subject to tender of payment as required herein and compliance by Buyer with the other terms and provisions hereof, Sellers shall execute and deliver a good and sufficient Special

Warranty Deed to Buyer conveying the Water Rights free and clear of all liens, encumbrances and past assessments. There shall be no proration of assessments for the year 2023. Sellers shall also execute a Stock Assignment, in substantially the form attached hereto as **Exhibit 3**.

10. ESCROW. The following shall be deposited into escrow by June 2, 2023:

- (a) The Purchase Price of \$65,000.00, plus \$100.00 for reimbursement of the stock transfer fee (collectively the "Purchase Funds");
- (b) The executed Special Warranty Deed referenced in Paragraph 9; and
- (c) The executed Dry-Up Covenant described in Paragraph 7 above.

The Escrow Agent shall be Stewart Title Company ("Escrow Agent"), and the funds and documents shall be held by Escrow Agent pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit 4**.

11. STOCK CERTIFICATE. Sellers shall be responsible for delivering the original Stock Certificate, the executed Stock Assignment, and any transfer fees to LLDC for the issuance of a new unencumbered Stock Certificate to the Water Rights in the name of Buyer. Sellers also are responsible for delivery of the new unencumbered Stock Certificate to the Water Rights in the name of Buyer to Escrow Agent.

12. CLOSING. Closing shall occur upon (A) delivery of the new original Stock Certificate to Escrow Agent described in Paragraph 11 above and (B) issuance of the updated Title Documents pursuant to Paragraph 5(d) hereof which do not list any encumbrances on the Water Rights that did not appear in the initial Title Documents. At Closing, Escrow Agent shall distribute the Purchase Price to Sellers. At said closing, the Escrow Agent shall also deliver the new original LLDC Stock Certificate, the executed Special Warranty Deed for the Water Rights, and the executed Dry-Up Covenant to Buyer.

In the event that (1) a new Stock Certificate is not issued to Buyer in accordance herewith by June 30, 2023; or (2) the updated Title Documents list new encumbrances on the Water Rights, this Contract shall terminate, unless otherwise agreed to in writing by the Parties.

If the new Stock Certificate has not been issued as set forth in Paragraph 11 above, Escrow Agent shall deliver the Purchase Funds to Buyer and shall deliver the original Special

Warranty Deed for the Water Rights to Sellers and this Contract shall terminate and all rights and obligations hereunder shall become null and void.

13. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before June 9, 2023, unless otherwise agreed to in writing by the Parties.

14. CLOSING COSTS, DOCUMENTS, AND SERVICES. Sellers shall pay all transfer fees for the conveyance of the Water Rights to Buyer. The Parties shall split the \$750 escrow fee evenly in the amount of \$375 each.

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

(a) If Buyer is in Default:

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

(b) If Sellers are in Default:

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

(c) Costs and Expenses.

Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this contract, the arbitrator or court

shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

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

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

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

19. NOTICE TO SELLERS. Any notice to Sellers shall be effective when received by Sellers.

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

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

22. BOARD APPROVAL. This Contract and all obligations hereunder are expressly contingent on the Berthoud Board of Trustees affirmatively ratifying its execution by the Town Administration through a motion approved by May 9, 2023.

BUYER: TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

Date of Buyer's Signature: _____

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

SELLERS: DONALD AND DIANA CLOVER

Diana Clover

Date of Seller's Signature: _____

Donald Clover

Date of Seller's Signature: _____

Sellers' Address: _____

EXHIBIT 1

PROPERTY DESCRIPTION

EXHIBIT 2

DRY-UP COVENANT

THIS COVENANT, made this ____ day of _____, 2023, between Donald and Diana Clover whose address is _____ (“Grantors”) and the Town of Berthoud, a Colorado municipal corporation, which address is 807 Mountain Avenue, P.O. Box 1229, Berthoud, Colorado, 80513 (“Grantee”).

WITNESSETH, that Grantors, for good and valuable consideration, have sold to the Town of Berthoud the following described water rights, to wit:

One (1) share of stock in the Loveland Lake and Ditch Company represented by Share Certificate No. _____.

The above-described water rights are referred to below as “the Water Rights.”

The Grantors acknowledge that the Water Rights may be utilized by the Town of Berthoud in its municipal water system, and that in order to effect such usage, the water associated with said Water Rights may need to be transferred in an appropriate Water Court proceeding from agricultural to municipal purposes. The lands upon which the water associated with the Water Rights has historically been used for irrigation purposes which are owned by Grantors are described in **Exhibit A** attached hereto and incorporated by reference herein.

As an aid to the transfer of said Water Rights, the Grantors hereby agree and covenant that, subject to the following conditions, the lands described in **Exhibit A**, which have historically been irrigated with these Water Rights, shall not, henceforth, be irrigated with any surface or subsurface water which is tributary to the South Platte River or its tributaries except as set forth below.

It is the intent of both parties that this covenant shall not prohibit the Grantors, their successors and assigns, from irrigating the affected lands with the following sources of water:

- (a) with water rights which have been transferred to the subject property through an appropriate Water Court proceeding;
- (b) with new shares in other ditch companies which have been made available to the property after the date hereof;
- (c) with water from an exempt well or wells authorized by the Colorado Division of Water Resources; or
- (d) with water supplied by a municipality, a water district or other governmental entity.

Grantors covenant that they have the right and privilege to execute this Covenant and it is expressly understood and agreed by the Grantors that the restrictive dry-up covenant contained herein shall attach to and run with the land and shall be binding not only upon the Grantors, but also upon their successors, assigns and any other persons or entities which acquire an ownership or leasehold interest in all or a portion of the subject property in the future.

The Town of Berthoud, as well as any party to its water transfer proceeding relating to the Water Rights, and which is materially injured as a result of a violation of the within-described restrictive covenant, is specifically given the right to enforce these restrictions through any proceeding, at law or in equity, against any persons or entities violating or threatening to violate this dry-up covenant.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal on the date and year first above written.

GRANTORS

Diana Clover

Donald Clover

STATE OF COLORADO)
) ss.
County of _____)

The foregoing document was executed before me this ____ day of _____, 2023, by Diana Clover.

Notary Public

My Commission Expires:

STATE OF COLORADO)
) ss.
County of _____)

The foregoing document was executed before me this ____ day of _____, 2023, by Donald Clover.

Notary Public

My Commission Expires:

EXHIBIT 3

STOCK ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, adequacy, and sufficiency of which are hereby acknowledged, **Donald and Diana Clover**, having an address of 515 E. County Road 8, Berthoud, Colorado 80513, ("Assignors") do hereby sell, transfer, assign and convey to **Town of Berthoud**, a Colorado municipal corporation, having an address of 807 Mountain Avenue, P.O. Box 1229, Berthoud, Colorado, 80513, ("Assignee") all of Assignors' right, title and interest in One (1.0) share of stock of the Loveland Lake and Ditch Company, evidenced by Share Certificate No. _____, (the "Shares") free and clear of all liens, encumbrances, and past-due assessments.

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

This Assignment is executed by Assignors as of the ____ day of _____, 2023.

ASSIGNORS:

DIANA CLOVER

DONALD CLOVER

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Diana Clover.

Witness my hand and official seal.

SEAL

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Donald Clover.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

SEAL

EXHIBIT 4

ESCROW AGREEMENT

1. **PARTIES.** The parties to this Escrow Agreement are the **Town of Berthoud** ("Purchaser"), **Donald and Diana Clover** ("Sellers") and **Stewart Title Company** ("Escrow Agent").
2. **RECITAL.** The Sellers and Purchaser have entered into an Agreement for Sale and Purchase of One (1) share in the Loveland Lake and Ditch Company ("Water Rights"), attached hereto as **EXHIBIT 1** ("Sales Agreement").
3. **DEPOSIT INTO ESCROW BY PURCHASER.** The Purchaser shall deposit the following into escrow with Escrow Agent by June 2, 2023:
 - a. Purchase Funds in the amount of One-Hundred Sixty-Thousand and Five-Hundred dollars (\$65,000.00);
4. **DEPOSIT INTO ESCROW BY SELLERS.** The Sellers shall deposit the following into escrow with Escrow Agent by June 2, 2023:
 - a. Executed Special Warranty Deed for One (1) share of stock, represented by Stock Certificate No. _____ in the Loveland Lake and Ditch Company; and
 - b. Executed Dry-Up Covenant.
5. **SECOND DEPOSIT INTO ESCROW BY SELLERS.** Upon issuance of a new original Stock Certificate for One (1) share in the Loveland Lake and Ditch Company in the name of the Buyer, Sellers shall deposit said original Stock Certificate into escrow.
6. **ESCROW ACCOUNT FEES.** The escrow account fees assessed for this transaction shall be \$750.00. Purchaser and Seller agree to each pay \$375 of the escrow account fees.
7. **RECORDING FEES.** Purchaser and Sellers shall be responsible for payment of all recording fees for documents issued in their names.

8. CLOSING. Upon deposit of the original Stock Certificate described in Paragraph 5 above, and issuance of updated Title Documents that do not include encumbrances on the Water Rights that did not appear in the original Title Documents, Closing shall be scheduled, and the Escrow Agent shall release the Purchase Funds to Sellers at said Closing. At Closing, Escrow Agent shall also release the Special Warranty Deed referenced in Paragraph 4 above and the new original Stock Certificate referenced in Paragraph 5 above to Purchaser. Closing shall occur within five (5) working days of deposit of the new original Stock Certificate referenced in Paragraph 5 above.

9. FAILURE OF DELIVERY OF ORIGINAL STOCK CERTIFICATE. In the event that the new original Stock Certificates described in Paragraph 5 above is not deposited into escrow by June 30, 2023, or the updated Title Documents list new encumbrances on the Water Rights which did not appear in the original Title Documents, the Purchase Funds shall be returned to Purchaser and all documents deposited by Sellers shall be returned to Sellers.

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

11. NOTICES. Any notice required or permitted by this Escrow Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if

sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

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

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

DATED: _____, 2023

PURCHASER:

TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

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

SELLERS:

By: _____
Diana Clover

By: _____

Donald Clover

Address: _____

ESCROW AGENT:

Stewart Title Company

By: _____
Gina Cruz

Address: 12110 North Pecos Street, Suite 150
Westminster, CO 80234

CONTRACT TO BUY AND SELL WATER RIGHTS

1. **PARTIES AND WATER RIGHTS.** The Town of Berthoud, a municipal corporation ("Buyer"), agrees to buy, and the undersigned seller, Michael Starck with an address of _____ ("Seller"), agrees to sell, on the terms and conditions set forth in this Contract, the following described water rights:

Seller's shares in the Loveland Lake and Ditch Co. ("LLDC"), which are comprised of One (1) share of stock, represented by Stock Certificate No. ____ ("Water Rights"), which have been used to irrigate the lands described in **Exhibit 1** (the "Property") attached hereto and incorporated by reference herein.

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

2. **PURCHASE PRICE.** The purchase price shall be Sixty-Five Thousand Dollars (\$65,000.00) per share for a total of Sixty-Five Thousand dollars (\$65,000.00) for the Water Rights ("Purchase Price").

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

4. **EVIDENCE OF TITLE.** Seller shall furnish to Buyer, at Buyer's expense, an Ownership and Encumbrance Report ("O&E Report") for the lands which have historically been irrigated by the subject Water Rights described in Paragraph 1 above, on or before May 19, 2023 ("Title Deadline") to determine whether any encumbrances on the Water Rights are set forth therein. Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the O&E Report also be furnished to Buyer at Buyer's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The Buyer may also conduct a search of the records of the Colorado Secretary of State to determine whether encumbrances on the Water Rights exist, at Buyer's expense ("UCC Report"). The Buyer may also conduct a search of the

records of the LLDC to determine whether encumbrances on the Water Rights exist and whether Seller has clean title to the Water Rights. The O&E Report, UCC Report, and LLDC records, together with any copies or abstracts of instruments furnished pursuant to this Paragraph 4 constitute the title documents ("Title Documents"). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Title Deadline.

5. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller on or before June 2, 2023. If Seller does not receive Buyer's notice on or before said date, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory subject to Paragraph 5(d) hereof.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before the Title Deadline set forth in Paragraph 4, true copies of all lease(s) in Seller's possession pertaining to the Water Rights and shall disclose to Buyer all liens or other title matters not shown by the public records of which Seller has actual knowledge. Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before June 2, 2023. If Seller does not receive Buyer's notice by said date, Buyer accepts title to such rights, if any, of third parties of which Buyer has actual knowledge, subject to Paragraph 5(d) hereof.

(c) Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to June 16, 2023. If Seller fails to correct said unsatisfactory title condition(s) on or before June 16, 2023, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before June 30, 2023, waive objection to said unsatisfactory title condition(s), subject to Paragraph 5(d) hereof.

(d) Updated Title Documents. Seller shall provide an updated O&E Report dated the day of closing hereunder at Closing, at Buyer's expense. The Buyer may also provide an updated UCC Report at Closing. In the event that encumbrances

appear in said updated Title Documents that did not appear in the original Title Documents, Buyer shall have the right to terminate this Contract and all rights and obligations hereunder shall become void.

6. INVESTIGATIONS OF HISTORICAL USE OF WATER RIGHTS. Buyer shall have the right to investigate the historical delivery and use of the Water Rights and all related matters, including but not limited to LLDC agreements, facilities and records ("Water Rights Investigations"), and Seller hereby agrees to assist in said Water Rights Investigations at no cost to Seller. In the event that, based on those Water Rights Investigations, Buyer determines in its sole discretion that the Water Rights are unsuitable for use by Buyer, Buyer may provide written notice to Seller of the unsuitability of the Water Rights, at Buyer's sole discretion, signed by or on behalf of the Buyer and delivered on or before closing. Upon Seller's receipt of said notice on or before June 30, 2023, this Contract shall terminate.

7. DRY-UP COVENANT AND CONTINGENCY. Seller shall execute a Dry-Up Covenant in substantially the form attached hereto as **Exhibit 2** for lands which have historically been irrigated by the Water Rights by June 16, 2023 subject to the terms hereof. It is recognized by the parties that Seller owns water rights in excess of those being conveyed hereunder. Therefore, only a portion of the property historically irrigated with the Water Rights shall be required to be dried up. In addition, said Dry-Up Covenant shall not foreclose Seller from using his other sources of water, identified on the Dry-Up Covenant, to irrigate the property subject to the Dry-Up Covenant. This contract is expressly contingent upon agreement between Buyer and Seller as to the location and terms concerning the land to be dried up. If said agreement is not reached on or before June 16, 2023, this Contract and all rights and obligations hereunder shall terminate.

8. WARRANTIES. Seller warrants that he has good and sufficient title to the Water Rights, the right, privilege and authority to sell the same, that there are no liens or encumbrances of any kind, including but not limited to annual assessments due to the Loveland Lake and Ditch Company for 2023 or any prior year, against the Water Rights.

9. TRANSFER OF TITLE TO WATER RIGHTS. Subject to tender of payment as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Special Warranty Deed to Buyer conveying the Water Rights free and clear of all liens, encumbrances and past assessments. There shall be no proration of assessments for the year 2023. Seller

shall also execute a Stock Assignment, in substantially the form attached hereto as **Exhibit 3**.

10. ESCROW. The following shall be deposited into escrow by June 2, 2023:

- (a) The Purchase Price of \$65,000.00, plus \$100.00 for reimbursement of the stock transfer fee (collectively the "Purchase Funds");
- (b) The executed Special Warranty Deed referenced in Paragraph 9; and
- (c) The executed Dry-Up Covenant described in Paragraph 7 above.

The Escrow Agent shall be Stewart Title Company ("Escrow Agent"), and the funds and documents shall be held by Escrow Agent pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit 4**.

11. STOCK CERTIFICATE. Seller shall be responsible for delivering the original Stock Certificate, the executed Stock Assignment, and any transfer fees to LLDC for the issuance of a new unencumbered Stock Certificate to the Water Rights in the name of Buyer. Seller also is responsible for delivery of the new unencumbered Stock Certificate to the Water Rights in the name of Buyer to Escrow Agent.

12. CLOSING. Closing shall occur upon (A) delivery of the new original Stock Certificate to Escrow Agent described in Paragraph 11 above and (B) issuance of the updated Title Documents pursuant to Paragraph 5(d) hereof which do not list any encumbrances on the Water Rights that did not appear in the initial Title Documents. At Closing, Escrow Agent shall distribute the Purchase Price to Seller. At said closing, the Escrow Agent shall also deliver the new original LLDC Stock Certificate, the executed Special Warranty Deed for the Water Rights, and the executed Dry-Up Covenant to Buyer.

In the event that (1) a new Stock Certificate is not issued to Buyer in accordance herewith by June 30, 2023; or (2) the updated Title Documents list new encumbrances on the Water Rights, this Contract shall terminate, unless otherwise agreed to in writing by the Parties.

If the new Stock Certificate has not been issued as set forth in Paragraph 11 above, Escrow Agent shall deliver the Purchase Funds to Buyer and shall deliver the original Special Warranty Deed for the Water Rights to Seller and this Contract shall terminate and all rights and obligations hereunder shall become null and void.

13. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before June 9, 2023, unless otherwise agreed to in writing by the Parties.

14. CLOSING COSTS, DOCUMENTS, AND SERVICES. Seller shall pay all transfer fees for the conveyance of the Water Rights to Buyer. The Parties shall split the \$750 escrow fee evenly in the amount of \$375 each.

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

(a) If Buyer is in Default:

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

(b) If Seller is in Default:

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

(c) Costs and Expenses.

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

16. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that this document has important legal consequences and

that the examination of title and consultation with legal and tax or other counsel is recommended before signing this contract.

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

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

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

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

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

22. BOARD APPROVAL. This Contract and all obligations hereunder are expressly contingent on the Berthoud Board of Trustees affirmatively ratifying its execution by the Town Administration through a motion approved by May 9, 2023.

BUYER: TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

Date of Buyer's Signature: _____

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

SELLER: MICHAEL STARCK

Michael Starck

Date of Seller's Signature: _____

Seller's Address: _____

EXHIBIT 1

PROPERTY DESCRIPTION

EXHIBIT 2

DRY-UP COVENANT

THIS COVENANT, made this ____ day of _____, 2023, between Michael Starck whose address is _____ ("Grantor") and the Town of Berthoud, a Colorado municipal corporation, which address is 807 Mountain Avenue, P.O. Box 1229, Berthoud, Colorado, 80513 ("Grantee").

WITNESSETH, that Grantor, for good and valuable consideration, has sold to the Town of Berthoud the following described water rights, to wit:

One (1) share of stock in the Loveland Lake and Ditch Company represented by Share Certificate No. _____.

The above-described water rights are referred to below as "the Water Rights."

The Grantor acknowledges that the Water Rights may be utilized by the Town of Berthoud in its municipal water system, and that in order to effect such usage, the water associated with said Water Rights may need to be transferred in an appropriate Water Court proceeding from agricultural to municipal purposes. The lands upon which the water associated with the Water Rights has historically been used for irrigation purposes which are owned by Grantor are described in **Exhibit A** attached hereto and incorporated by reference herein.

As an aid to the transfer of said Water Rights, the Grantor hereby agrees and covenants that, subject to the following conditions, the lands described in **Exhibit A**, which have historically been irrigated with these Water Rights, shall not, henceforth, be irrigated with any surface or subsurface water which is tributary to the South Platte River or its tributaries except as set forth below.

It is the intent of both parties that this covenant shall not prohibit the Grantor, his successors and assigns, from irrigating the affected lands with the following sources of water:

- (a) with water rights which have been transferred to the subject property through an appropriate Water Court proceeding;
- (b) with new shares in other ditch companies which have been made available to the property after the date hereof;
- (c) with water from an exempt well or wells authorized by the Colorado Division of Water Resources; or
- (d) with water supplied by a municipality, a water district or other governmental entity.

Grantor covenants that he has the right and privilege to execute this Covenant and it is expressly understood and agreed by the Grantor that the restrictive dry-up covenant contained herein shall attach to and run with the land and shall be binding not only upon the Grantor, but also upon his successors, assigns and any other persons or entities which acquire an ownership or leasehold interest in all or a portion of the subject property in the future.

The Town of Berthoud, as well as any party to its water transfer proceeding relating to the Water Rights, and which is materially injured as a result of a violation of the within-described restrictive covenant, is specifically given the right to enforce these restrictions through any proceeding, at law or in equity, against any persons or entities violating or threatening to violate this dry-up covenant.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on the date and year first above written.

GRANTOR

Michael Starck

[illegible]

The foregoing document was executed before me this ____ day of _____, 2023, by Michael Starck.

Notary Public

My Commission Expires:

STOCK ASSIGNMENT

This Assignment is executed by Assignor as of the ____ day of _____, 2023.

MICHAEL STARCK

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael Starck.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

SEAL

EXHIBIT 4

ESCROW AGREEMENT

1. **PARTIES.** The parties to this Escrow Agreement are the **Town of Berthoud** ("Purchaser"), **Michael Starck** ("Seller") and **Stewart Title Company** ("Escrow Agent").
2. **RECITAL.** The Seller and Purchaser have entered into an Agreement for Sale and Purchase of One (1) share in the Loveland Lake and Ditch Company ("Water Rights"), attached hereto as **EXHIBIT 1** ("Sales Agreement").
3. **DEPOSIT INTO ESCROW BY PURCHASER.** The Purchaser shall deposit the following into escrow with Escrow Agent by June 2, 2023:
 - a. Purchase Funds in the amount of Ninety-Seven Thousand Five-Hundred dollars (\$65,000.00);
4. **DEPOSIT INTO ESCROW BY SELLER.** The Seller shall deposit the following into escrow with Escrow Agent by June 2, 2023:
 - a. Executed Special Warranty Deed for One (1) share of stock, represented by Stock Certificate No. _____ in the Loveland Lake and Ditch Company; and
 - b. Executed Dry-Up Covenant.
5. **SECOND DEPOSIT INTO ESCROW BY SELLER.** Upon issuance of a new original Stock Certificate for One (1) share in the Loveland Lake and Ditch Company in the name of the Buyer, Seller shall deposit said original Stock Certificate into escrow.
6. **ESCROW ACCOUNT FEES.** The escrow account fees assessed for this transaction shall be \$750.00. Purchaser and Seller agree to each pay \$375 of the escrow account fees.
7. **RECORDING FEES.** Purchaser and Seller shall be responsible for payment of all recording fees for documents issued in their names.

8. CLOSING. Upon deposit of the original Stock Certificate described in Paragraph 5 above, and issuance of updated Title Documents that do not include encumbrances on the Water Rights that did not appear in the original Title Documents, Closing shall be scheduled, and the Escrow Agent shall release the Purchase Funds to Seller at said Closing. At Closing, Escrow Agent shall also release the Special Warranty Deed referenced in Paragraph 4 above and the new original Stock Certificate referenced in Paragraph 5 above to Purchaser. Closing shall occur within five (5) working days of deposit of the new original Stock Certificate referenced in Paragraph 5 above.

9. FAILURE OF DELIVERY OF ORIGINAL STOCK CERTIFICATE. In the event that the new original Stock Certificates described in Paragraph 5 above is not deposited into escrow by June 30, 2023, or the updated Title Documents list new encumbrances on the Water Rights which did not appear in the original Title Documents, the Purchase Funds shall be returned to Purchaser and all documents deposited by Seller shall be returned to Seller.

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

11. NOTICES. Any notice required or permitted by this Escrow Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if

sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

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

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

DATED: _____, 2023

PURCHASER:

TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

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

SELLER:

By: _____
Michael Starck

Address: _____

ESCROW AGENT:

Stewart Title Company

By: _____
Gina Cruz

Address: 12110 North Pecos Street, Suite 150
Westminster, CO 80234

CONTRACT TO BUY AND SELL WATER RIGHTS

1. PARTIES AND WATER RIGHTS. The Town of Berthoud, a municipal corporation ("Buyer"), agrees to buy, and the undersigned seller, Daniel DeGroat with an address of _____ ("Seller"), agrees to sell, on the terms and conditions set forth in this Contract, the following described water rights:

Seller's shares in the Loveland Lake and Ditch Co. ("LLDC"), which are comprised of One and a Half (1.5) share of stock, represented by Stock Certificate No. ____ ("Water Rights"), which have been used to irrigate the lands described in **Exhibit 1** (the "Property") attached hereto and incorporated by reference herein.

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

2. PURCHASE PRICE. The purchase price shall be Sixty-Five Thousand Dollars (\$65,000.00) per share for a total of Ninety-Seven Thousand Five-Hundred dollars (\$97,500.00) for the Water Rights ("Purchase Price").

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

4. EVIDENCE OF TITLE. Seller shall furnish to Buyer, at Buyer's expense, an Ownership and Encumbrance Report ("O&E Report") for the lands which have historically been irrigated by the subject Water Rights described in Paragraph 1 above, on or before May 19, 2023 ("Title Deadline") to determine whether any encumbrances on the Water Rights are set forth therein. Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the O&E Report also be furnished to Buyer at Buyer's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The Buyer may also conduct a search of the records of the Colorado Secretary of State to determine whether encumbrances on the Water Rights exist, at Buyer's expense ("UCC Report"). The Buyer may also conduct a search of the

records of the LLDC to determine whether encumbrances on the Water Rights exist and whether Seller has clean title to the Water Rights. The O&E Report, UCC Report, and LLDC records, together with any copies or abstracts of instruments furnished pursuant to this Paragraph 4 constitute the title documents ("Title Documents"). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Title Deadline.

5. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller on or before June 2, 2023. If Seller does not receive Buyer's notice on or before said date, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory subject to Paragraph 5(d) hereof.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before the Title Deadline set forth in Paragraph 4, true copies of all lease(s) in Seller's possession pertaining to the Water Rights and shall disclose to Buyer all liens or other title matters not shown by the public records of which Seller has actual knowledge. Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before June 2, 2023. If Seller does not receive Buyer's notice by said date, Buyer accepts title to such rights, if any, of third parties of which Buyer has actual knowledge, subject to Paragraph 5(d) hereof.

(c) Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to June 16, 2023. If Seller fails to correct said unsatisfactory title condition(s) on or before June 16, 2023, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before June 30, 2023, waive objection to said unsatisfactory title condition(s), subject to Paragraph 5(d) hereof.

(d) Updated Title Documents. Seller shall provide an updated O&E Report dated the day of closing hereunder at Closing, at Buyer's expense. The Buyer may also provide an updated UCC Report at Closing. In the event that encumbrances

appear in said updated Title Documents that did not appear in the original Title Documents, Buyer shall have the right to terminate this Contract and all rights and obligations hereunder shall become void.

6. INVESTIGATIONS OF HISTORICAL USE OF WATER RIGHTS. Buyer shall have the right to investigate the historical delivery and use of the Water Rights and all related matters, including but not limited to LLDC agreements, facilities and records ("Water Rights Investigations"), and Seller hereby agrees to assist in said Water Rights Investigations at no cost to Seller. In the event that, based on those Water Rights Investigations, Buyer determines in its sole discretion that the Water Rights are unsuitable for use by Buyer, Buyer may provide written notice to Seller of the unsuitability of the Water Rights, at Buyer's sole discretion, signed by or on behalf of the Buyer and delivered on or before closing. Upon Seller's receipt of said notice on or before June 30, 2023, this Contract shall terminate.

7. DRY-UP COVENANT AND CONTINGENCY. Seller shall execute a Dry-Up Covenant in substantially the form attached hereto as **Exhibit 2** for lands which have historically been irrigated by the Water Rights by June 16, 2023 subject to the terms hereof. It is recognized by the parties that Seller owns water rights in excess of those being conveyed hereunder. Therefore, only a portion of the property historically irrigated with the Water Rights shall be required to be dried up. In addition, said Dry-Up Covenant shall not foreclose Seller from using his other sources of water, identified on the Dry-Up Covenant, to irrigate the property subject to the Dry-Up Covenant. This contract is expressly contingent upon agreement between Buyer and Seller as to the location and terms concerning the land to be dried up. If said agreement is not reached on or before June 16, 2023, this Contract and all rights and obligations hereunder shall terminate.

8. WARRANTIES. Seller warrants that he has good and sufficient title to the Water Rights, the right, privilege and authority to sell the same, that there are no liens or encumbrances of any kind against the Water Rights. Buyer shall pay any assessments due to Loveland Lake and Ditch Company in 2023 for the Water Rights.

9. TRANSFER OF TITLE TO WATER RIGHTS. Subject to tender of payment as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Special Warranty Deed to Buyer conveying the Water Rights free and clear of all liens, encumbrances and past assessments. There shall be no proration of assessments for the year 2023. Seller

shall also execute a Stock Assignment, in substantially the form attached hereto as **Exhibit 3**.

10. ESCROW. The following shall be deposited into escrow by June 2, 2023:

- (a) The Purchase Price of \$65,000.00, plus \$100.00 for reimbursement of the stock transfer fee (collectively the "Purchase Funds");
- (b) The executed Special Warranty Deed referenced in Paragraph 9; and
- (c) The executed Dry-Up Covenant described in Paragraph 7 above.

The Escrow Agent shall be Stewart Title Company ("Escrow Agent"), and the funds and documents shall be held by Escrow Agent pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit 4**.

11. STOCK CERTIFICATE. Seller shall be responsible for delivering the original Stock Certificate, the executed Stock Assignment, and any transfer fees to LLDC for the issuance of a new unencumbered Stock Certificate to the Water Rights in the name of Buyer. Seller also is responsible for delivery of the new unencumbered Stock Certificate to the Water Rights in the name of Buyer to Escrow Agent.

12. CLOSING. Closing shall occur upon (A) delivery of the new original Stock Certificate to Escrow Agent described in Paragraph 11 above and (B) issuance of the updated Title Documents pursuant to Paragraph 5(d) hereof which do not list any encumbrances on the Water Rights that did not appear in the initial Title Documents. At Closing, Escrow Agent shall distribute the Purchase Price to Seller. At said closing, the Escrow Agent shall also deliver the new original LLDC Stock Certificate, the executed Special Warranty Deed for the Water Rights, and the executed Dry-Up Covenant to Buyer.

In the event that (1) a new Stock Certificate is not issued to Buyer in accordance herewith by June 30, 2023; or (2) the updated Title Documents list new encumbrances on the Water Rights, this Contract shall terminate, unless otherwise agreed to in writing by the Parties.

If the new Stock Certificate has not been issued as set forth in Paragraph 11 above, Escrow Agent shall deliver the Purchase Funds to Buyer and shall deliver the original Special Warranty Deed for the Water Rights to Seller and this Contract shall terminate and all rights and obligations hereunder shall become null and void.

13. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before June 9, 2023, unless otherwise agreed to in writing by the Parties.

14. CLOSING COSTS, DOCUMENTS, AND SERVICES. Seller shall pay all transfer fees for the conveyance of the Water Rights to Buyer. The Parties shall split the \$750 escrow fee evenly in the amount of \$375 each.

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

(a) If Buyer is in Default:

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

(b) If Seller is in Default:

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

(c) Costs and Expenses.

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

16. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that this document has important legal consequences and

that the examination of title and consultation with legal and tax or other counsel is recommended before signing this contract.

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

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

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

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

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

22. BOARD APPROVAL. This Contract and all obligations hereunder are expressly contingent on the Berthoud Board of Trustees affirmatively ratifying its execution by the Town Administration through a motion approved by May 9, 2023.

BUYER: TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

Date of Buyer's Signature: _____

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

SELLER: DANIEL DEGROAT

Daniel DeGroat

Date of Seller's Signature: _____

Seller's Address: _____

EXHIBIT 1

PROPERTY DESCRIPTION

EXHIBIT 2

DRY-UP COVENANT

THIS COVENANT, made this ____ day of _____, 2023, between Daniel DeGroat whose address is _____ ("Grantor") and the Town of Berthoud, a Colorado municipal corporation, which address is 807 Mountain Avenue, P.O. Box 1229, Berthoud, Colorado, 80513 ("Grantee").

WITNESSETH, that Grantor, for good and valuable consideration, has sold to the Town of Berthoud the following described water rights, to wit:

One and a Half (1.5) shares of stock in the Loveland Lake and Ditch Company represented by Share Certificate No. _____.

The above-described water rights are referred to below as "the Water Rights."

The Grantor acknowledges that the Water Rights may be utilized by the Town of Berthoud in its municipal water system, and that in order to effect such usage, the water associated with said Water Rights may need to be transferred in an appropriate Water Court proceeding from agricultural to municipal purposes. The lands upon which the water associated with the Water Rights has historically been used for irrigation purposes which are owned by Grantor are described in **Exhibit A** attached hereto and incorporated by reference herein.

As an aid to the transfer of said Water Rights, the Grantor hereby agrees and covenants that, subject to the following conditions, the lands described in **Exhibit A**, which have historically been irrigated with these Water Rights, shall not, henceforth, be irrigated with any surface or subsurface water which is tributary to the South Platte River or its tributaries except as set forth below.

It is the intent of both parties that this covenant shall not prohibit the Grantor, his successors and assigns, from irrigating the affected lands with the following sources of water:

- (a) with water rights which have been transferred to the subject property through an appropriate Water Court proceeding;
- (b) with new shares in other ditch companies which have been made available to the property after the date hereof;
- (c) with water from an exempt well or wells authorized by the Colorado Division of Water Resources; or
- (d) with water supplied by a municipality, a water district or other governmental entity.

Grantor covenants that he has the right and privilege to execute this Covenant and it is expressly understood and agreed by the Grantor that the restrictive dry-up covenant contained herein shall attach to and run with the land and shall be binding not only upon the Grantor, but also upon his successors, assigns and any other persons or entities which acquire an ownership or leasehold interest in all or a portion of the subject property in the future.

The Town of Berthoud, as well as any party to its water transfer proceeding relating to the Water Rights, and which is materially injured as a result of a violation of the within-described restrictive covenant, is specifically given the right to enforce these restrictions through any proceeding, at law or in equity, against any persons or entities violating or threatening to violate this dry-up covenant.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on the date and year first above written.

GRANTOR

Daniel DeGroat

[illegible]

The foregoing document was executed before me this ____ day of _____, 2023, by Daniel DeGroat.

Notary Public

My Commission Expires:

STOCK ASSIGNMENT

This Assignment is executed by Assignor as of the ____ day of _____, 2023.

DANIEL DEGROAT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Daniel DeGroat.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

SEAL

EXHIBIT 4

ESCROW AGREEMENT

1. **PARTIES.** The parties to this Escrow Agreement are the **Town of Berthoud** ("Purchaser"), **Daniel DeGroat** ("Seller") and **Stewart Title Company** ("Escrow Agent").
2. **RECITAL.** The Seller and Purchaser have entered into an Agreement for Sale and Purchase of One and a Half (1.5) shares in the Loveland Lake and Ditch Company ("Water Rights"), attached hereto as **EXHIBIT 1** ("Sales Agreement").
3. **DEPOSIT INTO ESCROW BY PURCHASER.** The Purchaser shall deposit the following into escrow with Escrow Agent by June 2, 2023:
 - a. Purchase Funds in the amount of Ninety-Seven Thousand Five-Hundred dollars (\$97,500.00);
4. **DEPOSIT INTO ESCROW BY SELLER.** The Seller shall deposit the following into escrow with Escrow Agent by June 2, 2023:
 - a. Executed Special Warranty Deed for One (1) share of stock, represented by Stock Certificate No. _____ in the Loveland Lake and Ditch Company; and
 - b. Executed Dry-Up Covenant.
5. **SECOND DEPOSIT INTO ESCROW BY SELLER.** Upon issuance of a new original Stock Certificate for One and a Half (1) shares in the Loveland Lake and Ditch Company in the name of the Buyer, Seller shall deposit said original Stock Certificate into escrow.
6. **ESCROW ACCOUNT FEES.** The escrow account fees assessed for this transaction shall be \$750.00. Purchaser and Seller agree to each pay \$375 of the escrow account fees.
7. **RECORDING FEES.** Purchaser and Seller shall be responsible for payment of all recording fees for documents issued in their names.

8. CLOSING. Upon deposit of the original Stock Certificate described in Paragraph 5 above, and issuance of updated Title Documents that do not include encumbrances on the Water Rights that did not appear in the original Title Documents, Closing shall be scheduled, and the Escrow Agent shall release the Purchase Funds to Seller at said Closing. At Closing, Escrow Agent shall also release the Special Warranty Deed referenced in Paragraph 4 above and the new original Stock Certificate referenced in Paragraph 5 above to Purchaser. Closing shall occur within five (5) working days of deposit of the new original Stock Certificate referenced in Paragraph 5 above.

9. FAILURE OF DELIVERY OF ORIGINAL STOCK CERTIFICATE. In the event that the new original Stock Certificates described in Paragraph 5 above is not deposited into escrow by June 30, 2023, or the updated Title Documents list new encumbrances on the Water Rights which did not appear in the original Title Documents, the Purchase Funds shall be returned to Purchaser and all documents deposited by Seller shall be returned to Seller.

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

11. NOTICES. Any notice required or permitted by this Escrow Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if

sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

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

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

DATED: _____, 2023

PURCHASER:

TOWN OF BERTHOUD

By: _____
Christopher Kirk, Town Administrator

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

SELLER:

By: _____
Daniel DeGroat

Address: _____

ESCROW AGENT:

Stewart Title Company

By: _____
Gina Cruz

Address: 12110 North Pecos Street, Suite 150
Westminster, CO 80234

TOWN OF BERTHOUD AT A GLANCE

Monthly Report MARCH 2023

- Sales & Use Tax revenue is 26% **over** budget for the month of March; \$932,908 was received and \$739,250 was budgeted.
- Town Revenue through March including transfers between funds is 0% **under** budget for 2023.
- Town Expenditures through March are 61% **under** budget for 2023.

Sales Tax Review

MARCH	Berthoud Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined Total
2023	575,145.29	110,307.19	247,455.97	932,908.45
2022	624,453.64	122,669.65	184,325.30	931,448.59
2021	474,985.01	117,058.08	286,830.34	878,873.43
2020	334,946.59	76,452.21	208,255.13	619,653.93

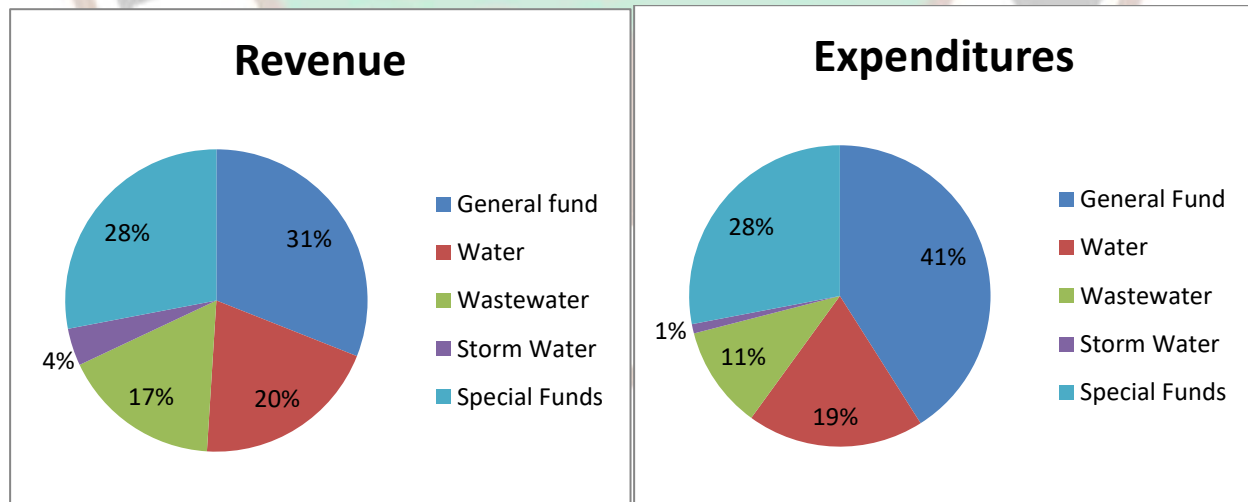
SALES TAX YEAR-TO-DATE FOR 2023

\$ 3,065,615.52

COMBINED STATEMENT OF REVENUES AND EXPENDITURES
MARCH 2023

REVENUE	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	1,617,601	2,636,577	2,578,640	102%	26%
Water	681,979	1,789,526	2,096,223	85%	21%
Wastewater	504,798	1,420,554	1,232,628	115%	29%
Storm Water	108,210	309,044	234,400	132%	33%
Special Funds	1,084,168	2,346,697	2,333,363	101%	25%
TOTAL REVENUE	3,996,756	8,502,398	8,475,254	100%	25%

EXPENDITURES	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	1,164,450	2,429,072	4,445,326	55%	14%
Water	368,236	1,094,390	3,697,539	30%	7%
Wastewater	265,134	625,633	2,185,021	29%	7%
Storm Water	42,703	48,678	172,093	28%	7%
Special Funds	580,995	1,593,192	4,461,218	36%	9%
TOTAL EXPENDITURES	2,421,518	5,790,965	14,961,197	39%	10%

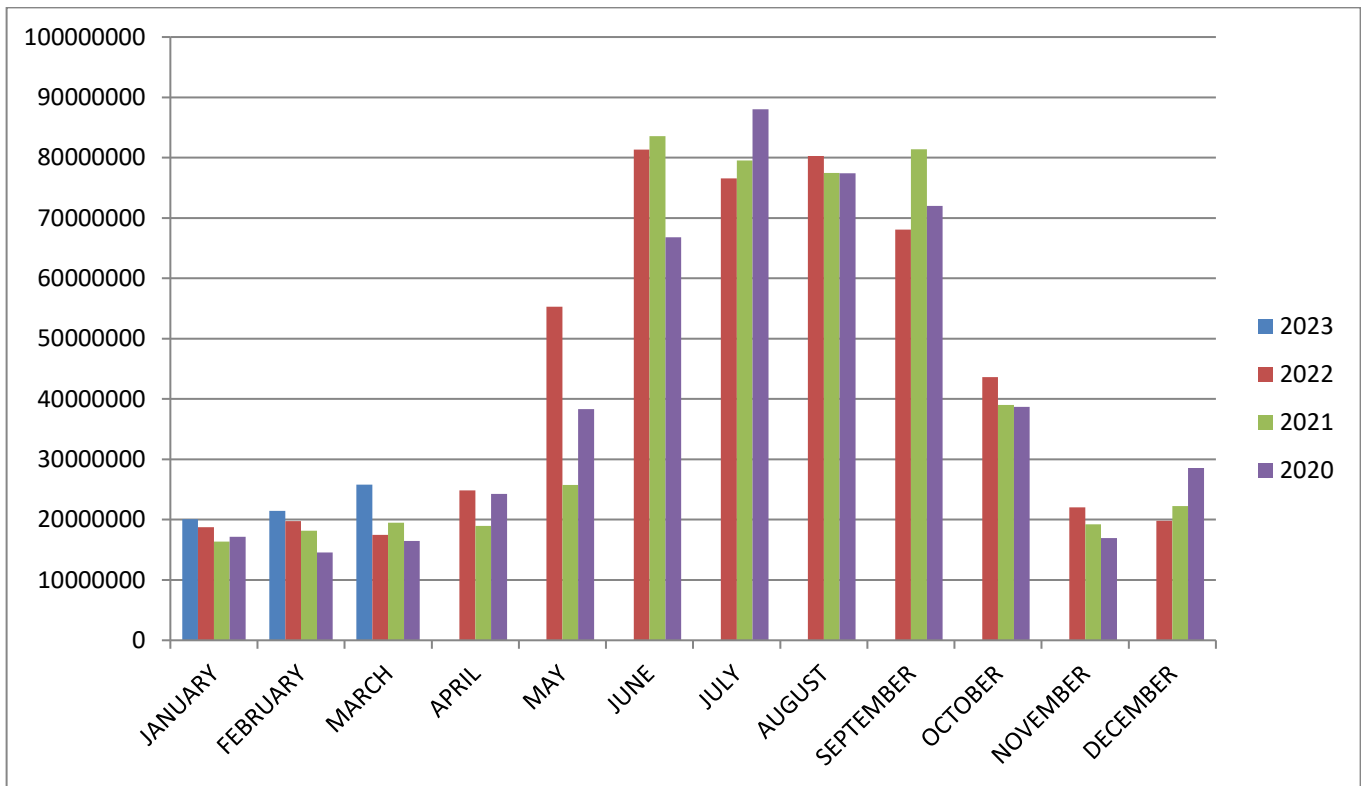


2023

	YEAR TO DATE TOTALS THRU MARCH 2023
Single Family Permits	31
Overall Permit Total	126
Water Gallons Billed	67,304,000
Passports	409
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	31
All permits (roofing, decks, additions, etc.)	752	934	1110	809	126
Total Permit Value	\$124,840,545	\$119,451,932	\$238,661,288	\$164,526,847	\$27,162,491

BERTHOUD WATER USAGE



Personnel Summary

	Full-time	Part-time	Seasonal
Administration	13		
Code Enforcement	1		
Economic Development	1		
Planning-Building	4		
Streets	5		
Recreation	4		
Rec Center	6	74	
Parks-Forestry	9		
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 MARCH 2023 FINAL

BILLS ALLOWED

TOTAL BILLS	\$ 1,137,226
NET PAYROLL	\$ 357,821

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							
30123400							
03/23	03/01/2023	301234	Allstate	MARCH 202	11-00-200400	Insurance Payable	784.44
30123402							
03/23	03/01/2023	301234	Guardian	MARCH 202	11-00-200400	Insurance Payable	4,031.97
Total 1100200400:							4,816.41
1100200500							
30123401							
03/23	03/01/2023	301234	CIGNA	MARCH 202	11-00-200500	Deferred Revenue	8,986.20
Total 1100200500:							8,986.20
1100465500							
73694							
03/23	03/28/2023	73694	Lightfoot LLC	SIGN DEPO	11-00-4655-00	Sign Deposit	150.00
73697							
03/23	03/29/2023	73697	Aegis Construction Manag	Multiple	11-00-4655-00	Sign Deposit	300.00
Total 1100465500:							450.00
1101500905							
73713							
03/23	03/16/2023	73713	Government Finance Office	0274550	11-01-5009.05	Travel/Training-Finance	190.00
Total 1101500905:							190.00
1101500914							
73786							
03/23	03/30/2023	73786	Cardmember Service	FEB23	11-01-5009.14	Travel/Training-Administrator	23,467.86
Total 1101500914:							23,467.86
1101501001							
73614							
03/23	03/01/2023	73614	Digital Print Resources Inc	21394	11-01-5010.01	Office Supplies-General Office	897.75
73626							
03/23	03/06/2023	73626	Culligan of Cheyenne	41765	11-01-5010.01	Office Supplies-General Office	82.00
73638							
03/23	03/06/2023	73638	Pioneer Press of Greeley	Multiple	11-01-5010.01	Office Supplies-General Office	178.00
73656							
03/23	03/09/2023	73656	Xerox Business Solutions	Multiple	11-01-5010.01	Office Supplies-General Office	1,648.98
73692							
03/23	03/27/2023	73692	Quadient Finance USA, Inc	03232023	11-01-5010.01	Office Supplies-General Office	1,450.00
73699							
03/23	03/29/2023	73699	Town of Berthoud Petty Ca	1ST QUART	11-01-5010.01	Office Supplies-General Office	15.41
73711							
03/23	03/16/2023	73711	Deluxe	9000545592	11-01-5010.01	Office Supplies-General Office	1,391.84
73765							
03/23	03/30/2023	73765	Digital Print Resources Inc	21420	11-01-5010.01	Office Supplies-General Office	1,287.75
Total 1101501001:							6,951.73
1101501301							
73724							
03/23	03/22/2023	73724	Larimer Co Vehicle Licensi	03222023	11-01-5013.01	Vehicle Maintenance	200.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1101501301:							200.00
1101501501							
73648							
03/23	03/07/2023	73648	Healthiest You	2023039599	11-01-5015.01	Insurance	672.00
73669							
03/23	03/09/2023	73669	CIRSA	230651	11-01-5015.01	Insurance	1,125.60
Total 1101501501:							1,797.60
1101501707							
73693							
03/23	03/27/2023	73693	Tovar, Michelle	14082	11-01-5017.07	Building Maintenance-Town Hall	55.80
Total 1101501707:							55.80
1101501804							
73621							
03/23	03/06/2023	73621	Berthoud Weekly Surveyor	37381	11-01-5018.04	Publications/Legal Notice	564.38
73639							
03/23	03/06/2023	73639	Prairie Mountain Media	340687	11-01-5018.04	Publications/Legal Notice	83.50
Total 1101501804:							647.88
1101502103							
73634							
03/23	03/06/2023	73634	Law Offices of Sunita Shar	2422-A	11-01-5021.03	Municipal Judge	1,020.00
Total 1101502103:							1,020.00
1101503800							
73631							
03/23	03/06/2023	73631	Hays Market	FEB23	11-01-5038.00	Administrative Expenses	62.05
73657							
03/23	03/15/2023	73657	Brookside Gardens	032323	11-01-5038.00	Administrative Expenses	.00
73659							
03/23	03/15/2023	73659	Brookside Gardens	032323	11-01-5038.00	Administrative Expenses	730.00
73664							
03/23	03/15/2023	73664	Cintas First Aid & Safety	Multiple	11-01-5038.00	Administrative Expenses	379.19
Total 1101503800:							1,171.24
1101504003							
73620							
03/23	03/06/2023	73620	Bell Gould Linder & Scott P	34605	11-01-5040.03	Attorney-Municipal Court	1,151.00
Total 1101504003:							1,151.00
1101504004							
73674							
03/23	03/09/2023	73674	Foote Law Firm	305	11-01-5040.04	Attorney-Board Meetings	1,375.00
Total 1101504004:							1,375.00
1101505001							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
73633							
03/23	03/06/2023	73633	INKLINGS	23264	11-01-5050.01	Employee Recognition	295.00
Total 1101505001:							295.00
1101508907							
73623							
03/23	03/06/2023	73623	C&B Cleaning Services	Multiple	11-01-5089.07	Janitorial Service & Supplies	6,620.00
73667							
03/23	03/09/2023	73667	Home Depot Pro	724660717	11-01-5089.07	Janitorial Service & Supplies	704.85
Total 1101508907:							7,324.85
1101509501							
73643							
03/23	03/07/2023	73643	Anchor Network Solutions,	Multiple	11-01-5095.01	Computer Maintenance/Replace	13,221.49
73744							
03/23	03/28/2023	73744	Dell Marketing LP	2008158276	11-01-5095.01	Computer Maintenance/Replace	1,695.25
73762							
03/23	03/28/2023	73762	Anchor Network Solutions,	41866	11-01-5095.01	Computer Maintenance/Replace	5,070.00
Total 1101509501:							19,986.74
1101509601							
73647							
03/23	03/07/2023	73647	Comcast	MARCH23	11-01-5096.01	Internet	20.60
Total 1101509601:							20.60
1101524604							
73754							
03/23	03/28/2023	73754	Rockfan Entertainment	1068	11-01-5246.04	Audio/Video Equipment Upgrade	2,320.27
Total 1101524604:							2,320.27
1101525201							
73735							
03/23	03/27/2023	73735	Rockfan Entertainment	3558	11-01-5252.01	Community Events	5,715.00
73759							
03/23	03/28/2023	73759	Zambelli Fireworks	519716	11-01-5252.01	Community Events	20,500.00
Total 1101525201:							26,215.00
1102503404							
73650							
03/23	03/07/2023	73650	Larimer Humane Society	1025	11-02-5034.04	Animal Control	3,826.83
Total 1102503404:							3,826.83
1103500901							
73717							
03/23	03/16/2023	73717	Northern Co Truck Driving	3082023-11	11-03-5009.01	Travel/Training	2,575.00
Total 1103500901:							2,575.00
1103501101							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
73710							
03/23	03/16/2023	73710	Complete Wireless Technol	102837	11-03-5011.01	Telephone	165.00
Total 1103501101:							165.00
1103501202							
73684							
03/23	03/09/2023	73684	XCEL Energy	817999863	11-03-5012.02	Utilities-Street Lights	7,442.65
Total 1103501202:							7,442.65
1103501406							
73675							
03/23	03/09/2023	73675	Kwik Korner	FEB23	11-03-5014.06	Gas & Oil	2,463.08
Total 1103501406:							2,463.08
1103502106							
73653							
03/23	03/09/2023	73653	BK Tire, Inc.	Multiple	11-03-5021.06	Light Duty Veh/Equip Maint	1,066.69
Total 1103502106:							1,066.69
1103503602							
73683							
03/23	03/09/2023	73683	Wagner Equipment Compa	P09C040485	11-03-5036.02	Heavy Duty Veh/Equip Maint	4,169.74
Total 1103503602:							4,169.74
1103503702							
73628							
03/23	03/06/2023	73628	DISSCO	Multiple	11-03-5037.02	Materials for Maintenance	3,572.80
73755							
03/23	03/28/2023	73755	Sealmaster	23-0099	11-03-5037.02	Materials for Maintenance	738.00
Total 1103503702:							4,310.80
1103504506							
73761							
03/23	03/28/2023	73761	Air Comfort	W23591	11-03-5045.06	Shop Operations	313.00
Total 1103504506:							313.00
1103504601							
73790							
03/23	03/31/2023	73790	Lambing, Adam	UNIFORM 3-	11-03-5046.01	Uniforms	136.52
73795							
03/23	03/31/2023	73795	Wicks, Jeff	UNIFORMS	11-03-5046.01	Uniforms	51.11
Total 1103504601:							187.63
1103504704							
73624							
03/23	03/06/2023	73624	Colorado Barricade Co	Multiple	11-03-5047.04	Signs & Signage	746.00
Total 1103504704:							746.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1103525106							
73630							
03/23	03/06/2023	73630	Grainger	Multiple	11-03-5251.06	Tools	719.68
73632							
03/23	03/06/2023	73632	Hotsy Equip of No Colo Inc	81562	11-03-5251.06	Tools	1,395.00
73662							
03/23	03/15/2023	73662	University Auto Parts	Multiple	11-03-5251.06	Tools	1,249.59
Total 1103525106:							3,364.27
1104502045							
73749							
03/23	03/28/2023	73749	Northern Colorado Sports	Multiple	11-04-5020.45	Officials-Adult Kickball	320.00
Total 1104502045:							320.00
1104505601							
73617							
03/23	03/06/2023	73617	AdSortium, LLC	5213	11-04-5056.01	Brochures/Advertising	487.50
73641							
03/23	03/06/2023	73641	Smart Marketing with Easy	4813	11-04-5056.01	Brochures/Advertising	2,132.50
73746							
03/23	03/28/2023	73746	Lefthand Printworks	2927	11-04-5056.01	Brochures/Advertising	3,510.00
Total 1104505601:							6,130.00
1106511206							
73742							
03/23	03/28/2023	73742	Colorado Real Estate Jour	2306637ID	11-06-5112.06	Marketing	375.25
Total 1106511206:							375.25
1107501101							
73745							
03/23	03/28/2023	73745	Hilltop Broadband	1489-202303	11-07-5011.01	Telephone	261.56
Total 1107501101:							261.56
1107501209							
73719							
03/23	03/16/2023	73719	Poudre Valley REA	MARCH23	11-07-5012.09	Utilities-facilities/gen parks	1,622.96
Total 1107501209:							1,622.96
1107501309							
73685							
03/23	03/13/2023	73685	Kirby's Hitch & Wiring	03102023	11-07-5013.09	Vehicle Maint-General Park	2,000.00
Total 1107501309:							2,000.00
1107502004							
73756							
03/23	03/28/2023	73756	Thirsty Soil Solutions	8637	11-07-5020.04	Weed/turf maint contract	1,319.00
Total 1107502004:							1,319.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1107504601							
73787							
03/23	03/31/2023	73787	Degener, Kristen	UNIFORM 3-	11-07-5046.01	Uniforms	69.00
73791							
03/23	03/31/2023	73791	Middlesworth, William	UNIFORM 3-	11-07-5046.01	Uniforms	162.07
73793							
03/23	03/31/2023	73793	Pickard, Sam	UNIFORM 3-	11-07-5046.01	Uniforms	81.38
Total 1107504601:							312.45
1107504904							
73743							
03/23	03/28/2023	73743	DBC Irrigation Supply	S4907582.00	11-07-5049.04	Irrigation Repair-Ball Fields	1,337.58
Total 1107504904:							1,337.58
1107505709							
73730							
03/23	03/27/2023	73730	Mountain View Commercial	13245	11-07-5057.09	Repair/Supplies-General Park	1,102.00
Total 1107505709:							1,102.00
1107505806							
73616							
03/23	03/06/2023	73616	4Rivers Equipment	1430212	11-07-5058.06	Equipment Maint-Fleet	119.37
73622							
03/23	03/06/2023	73622	Bobcat Of The Rockies	15247964	11-07-5058.06	Equipment Maint-Fleet	936.56
73627							
03/23	03/06/2023	73627	Dan's Small Engine	Multiple	11-07-5058.06	Equipment Maint-Fleet	1,958.54
73642							
03/23	03/06/2023	73642	Wear Parts & Equip CO	Multiple	11-07-5058.06	Equipment Maint-Fleet	462.80
73741							
03/23	03/28/2023	73741	Bobcat Of The Rockies	15249306	11-07-5058.06	Equipment Maint-Fleet	309.51
Total 1107505806:							3,786.78
1107509203							
73752							
03/23	03/28/2023	73752	Online Stores Inc.	583462	11-07-5092.03	Main Street Maintenance	1,924.77
Total 1107509203:							1,924.77
1108501003							
73654							
03/23	03/09/2023	73654	Office Depot	Multiple	11-08-5010.03	Office Supplies	187.39
Total 1108501003:							187.39
1108521502							
73640							
03/23	03/06/2023	73640	ProCode, Inc.	Multiple	11-08-5215.02	Contract Inspections	46,697.53
Total 1108521502:							46,697.53
1110525200							
73721							
03/23	03/16/2023	73721	Skyline Lighting & Electric	2503	11-10-5252.00	Electric Vehicle Charging Stat	3,495.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1110525200:							3,495.00
1110530700							
73652							
03/23	03/07/2023	73652	Safety & Construction Sup	8999	11-10-5307.00	Roadway Message Board	40,000.00
Total 1110530700:							40,000.00
1111501006							
73618							
03/23	03/06/2023	73618	American DataBank LLC	2302281	11-11-5010.06	Office Supplies	98.00
Total 1111501006:							98.00
1111518603							
73737							
03/23	03/27/2023	73737	Sopher Sparr Architects	03102023	11-11-5186.03	Zoning Code update	2,252.50
Total 1111518603:							2,252.50
1111518803							
73676							
03/23	03/09/2023	73676	Plan Tools LLC	23-10	11-11-5188.03	Comp Plan	4,764.73
Total 1111518803:							4,764.73
1112501702							
73709							
03/23	03/16/2023	73709	Clear Shine Window Cleani	12825	11-12-5017.02	Building Maintenance-Maint	30.00
Total 1112501702:							30.00
1112501703							
73760							
03/23	03/28/2023	73760	Ace Hi Plumbing Inc	24289340	11-12-5017.03	Building Maintenance-Repairs	485.00
Total 1112501703:							485.00
1112503901							
73644							
03/23	03/07/2023	73644	Berthoud Village Shopping	MARCH23	11-12-5039.01	HOA Fees	3,860.86
Total 1112503901:							3,860.86
1113502001							
73637							
03/23	03/06/2023	73637	Picture This Creative Servi	238	11-13-5020.01	Prof Services-Community	300.00
Total 1113502001:							300.00
2000504002							
73738							
03/23	03/27/2023	73738	Vranesh & Raisch	Multiple	20-00-5040.02	Attorney Fees	15,762.71
Total 2000504002:							15,762.71

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2000508002							
73657							
03/23	03/15/2023	73657	Cunningham, Patricia	2023	20-00-5080.02	Richardson Prop Pmt-Interest	.00
73660							
03/23	03/15/2023	73660	Cunningham, Patricia	2023	20-00-5080.02	Richardson Prop Pmt-Interest	67,455.83
Total 2000508002:							67,455.83
2000510700							
73734							
03/23	03/27/2023	73734	RJH Consultants	55549	20-00-5107.00	New Water Storage design	6,286.80
Total 2000510700:							6,286.80
2000520802							
73678							
03/23	03/09/2023	73678	Providence Infrastructure C	FEB23	20-00-5208.02	Raw Line Maintenance	34,940.64
73732							
03/23	03/27/2023	73732	Providence Infrastructure C	7	20-00-5208.02	Raw Line Maintenance	19,387.55
Total 2000520802:							54,328.19
2100441000							
73498							
03/23	03/07/2023	73498	Gerrard Excavating, Inc.	HM0696	21-00-4410-00	Sale of Water	2,375.00
73500							
03/23	03/06/2023	73500	Primeau Enterprises Inc.	12071.1	21-00-4410-00	Sale of Water	90.91
73501							
03/23	03/06/2023	73501	SILVEY, SHANNON D & E	10408.2	21-00-4410-00	Sale of Water	148.55
73502							
03/23	03/06/2023	73502	PETITT, TODD ALAN AS R	4.1	21-00-4410-00	Sale of Water	86.75
73503							
03/23	03/15/2023	73503	LARSON, JEFF & NINA	9158.2	21-00-4410-00	Sale of Water	78.94
73504							
03/23	03/15/2023	73504	FREITAG, CHARLES & DE	10074.2	21-00-4410-00	Sale of Water	102.32
73505							
03/23	03/15/2023	73505	CORLETT, NATHAN & NIC	11793.1	21-00-4410-00	Sale of Water	125.30
73506							
03/23	03/15/2023	73506	HALES, DONALD & STEP	10108.2	21-00-4410-00	Sale of Water	92.23
73507							
03/23	03/15/2023	73507	ALEXANDER, GREGORY	8678.3	21-00-4410-00	Sale of Water	87.97
73508							
03/23	03/16/2023	73508	HACKBARTH, MARK L &	9686.3	21-00-4410-00	Sale of Water	169.44
73509							
03/23	03/22/2023	73509	JENSEN, JETTA & JANET	11864.2	21-00-4410-00	Sale of Water	822.72
73510							
03/23	03/22/2023	73510	Horizon View Homes	Multiple	21-00-4410-00	Sale of Water	301.66
73512							
03/23	03/30/2023	73512	CLARK, BRIAN & AMY	10244.2	21-00-4410-00	Sale of Water	18.50
Total 2100441000:							4,500.29
2100501101							
73651							
03/23	03/07/2023	73651	Comcast	MARCH23-3	21-00-5011.01	Telephone	426.12
73714							
03/23	03/16/2023	73714	Hilltop Broadband	3582-202302	21-00-5011.01	Telephone	194.70

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 2100501101:							620.82
2100501203							
73758							
03/23	03/28/2023	73758	XCEL Energy	MARCH23	21-00-5012.03	Utilities-Treatment	11,618.91
Total 2100501203:							11,618.91
2100501301							
73704							
03/23	03/16/2023	73704	Mainstreet Car Care & Qui	Multiple	21-00-5013.01	Vehicle Maintenance	904.09
Total 2100501301:							904.09
2100505702							
73677							
03/23	03/09/2023	73677	Pollard Water	WP038221	21-00-5057.02	Repair, Maint, Supp Dist	1,131.85
Total 2100505702:							1,131.85
2100505703							
73679							
03/23	03/09/2023	73679	Ramey Environmental	Multiple	21-00-5057.03	Repair, Maint, Supp Treat	83,052.34
73727							
03/23	03/27/2023	73727	Hach Co.	13483760	21-00-5057.03	Repair, Maint, Supp Treat	1,471.36
Total 2100505703:							84,523.70
2100506003							
73673							
03/23	03/09/2023	73673	DPC Industries Inc.	Multiple	21-00-5060.03	Chemicals-Treatment	3,097.82
Total 2100506003:							3,097.82
2100508103							
73680							
03/23	03/09/2023	73680	Timber Line Electric & Cont	7639	21-00-5081.03	SCADA	282.50
Total 2100508103:							282.50
2100510603							
73682							
03/23	03/09/2023	73682	USA Bluebook	Multiple	21-00-5106.03	Lab Equipment/Supplies	1,406.54
Total 2100510603:							1,406.54
2100510902							
73726							
03/23	03/27/2023	73726	City of Fort Collins	97402	21-00-5109.02	Meters-repairs	356.00
Total 2100510902:							356.00
2100510905							
73671							
03/23	03/09/2023	73671	Dana Kepner	Multiple	21-00-5109.05	Meters-new	5,040.00

2300505703

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
73681							
03/23	03/09/2023	73681	UNCC	223020157	23-00-5057.03	Repair, Maint. & Supplies	339.27
Total 2300505703:							339.27
2300510802							
73670							
03/23	03/09/2023	73670	Colorado Analytical Labs, I	Multiple	23-00-5108.02	Lab Tests	1,937.70
Total 2300510802:							1,937.70
2300511401							
73672							
03/23	03/09/2023	73672	Denali Water Solutions	Multiple	23-00-5114.01	Sludge Hauling	2,357.37
73712							
03/23	03/16/2023	73712	Denali Water Solutions	412315	23-00-5114.01	Sludge Hauling	1,880.52
Total 2300511401:							4,237.89
2300521405							
31523400							
03/23	03/15/2023	315234	Caselle Inc.	MARCH 202	23-00-5214.05	Computer Maint/Replacement	1,728.00
Total 2300521405:							1,728.00
2300527404							
73382							
03/23	03/09/2023	73382	UMB BANK	WW 2012 04	23-00-5274.04	Waste Water 2012 Bonds	174,175.00
Total 2300527404:							174,175.00
2300545106							
73666							
03/23	03/09/2023	73666	Burns & McDonnell Engine	152043-2	23-00-5451.06	Plant Equipment Replacement	7,620.00
Total 2300545106:							7,620.00
2400501900							
33123300							
03/23	03/31/2023	331233	Alfa Construction LLC	MARCH 202	24-00-5019.00	ALFA Line Reimbursement	17,482.39
Total 2400501900:							17,482.39
2900526102							
73751							
03/23	03/28/2023	73751	O. J. Watson Equipment	Multiple	29-00-5261.02	Sweeper Parts	322.13
Total 2900526102:							322.13
3100502202							
73695							
03/23	03/28/2023	73695	Poudre Valley REA	230117	31-00-5022.02	Bike Park plan	5,818.34
73725							
03/23	03/27/2023	73725	Baseline Engineering Corp.	Multiple	31-00-5022.02	Bike Park plan	74,119.89
Total 3100502202:							79,938.23

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
3400504601							
73691							
03/23	03/27/2023	73691	Gonzo Screen Printing	Multiple	34-00-5046.01	Uniforms	294.00
73789							
03/23	03/31/2023	73789	Koons, Brandon	UNIFORM 2-	34-00-5046.01	Uniforms	137.37
73792							
03/23	03/31/2023	73792	Miller, Austin	UNIFORM 3-	34-00-5046.01	Uniforms	268.16
Total 3400504601:							699.53
3400505801							
73708							
03/23	03/16/2023	73708	Bobcat Of The Rockies	15248268	34-00-5058.01	Equipment Maintenance	1,477.17
Total 3400505801:							1,477.17
3600430600							
73785							
03/23	03/31/2023	73785	Larimer County Sales Tax	MARCH 202	36-00-4306-00	County Open Space Revenue	47,843.14
Total 3600430600:							47,843.14
3600526500							
73739							
03/23	03/27/2023	73739	XCEL Energy	FEB23-4	36-00-5265.00	Jaskowski Property Maint.	641.52
Total 3600526500:							641.52
3600526800							
73629							
03/23	03/06/2023	73629	Eggers Electric Inc.	19028	36-00-5268.00	Berthoud Reservoir park Maint	443.78
Total 3600526800:							443.78
3700471000							
73655							
03/23	03/09/2023	73655	Quigley, David or Lequita	K 57 A	37-00-4710-00	Lot Sales	165.00
Total 3700471000:							165.00
3700508301							
73736							
03/23	03/27/2023	73736	Rousselle Enterprises Inc	8050	37-00-5083.01	Cremains Vaults	972.00
Total 3700508301:							972.00
3900501302							
73668							
03/23	03/09/2023	73668	Ace Transmission	9265	39-00-5013.02	Vehicle Maintenance	6,804.45
Total 3900501302:							6,804.45
3900502301							
73733							
03/23	03/27/2023	73733	RAFT	02202023	39-00-5023.01	RAFT Contribution	41,000.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 3900502301:							41,000.00
3900511402							
33123323							
03/23	03/31/2023	331233	WEX BANK	MARCH 202	39-00-5114.02	Gas & Oil	2,575.52
Total 3900511402:							2,575.52
4000501600							
73690							
03/23	03/20/2023	73690	Agile Holdings, LLC	FRANKLIN S	40-00-5016.00	Refunds	26,196.96
Total 4000501600:							26,196.96
4000511400							
73728							
03/23	03/27/2023	73728	HDR Engineering	1200508085	40-00-5114.00	Spartan Design and Crossing	16,529.50
Total 4000511400:							16,529.50
4100528100							
73700							
03/23	03/30/2023	73700	Wildfire Arts Center	2023	41-00-5281.00	Wildfire Arts provider	60,000.00
Total 4100528100:							60,000.00
5100461000							
73696							
03/23	03/28/2023	73696	Lightfoot, LLC	MARCH 202	51-00-4610-00	Sales Tax Revenue	50,000.00
73784							
03/23	03/31/2023	73784	Town of Johnstown	MARCH 202	51-00-4610-00	Sales Tax Revenue	6,117.86
Total 5100461000:							56,117.86
5201501001							
73740							
03/23	03/28/2023	73740	Awards Unlimited	36674	52-01-5010.01	Office Supplies	37.00
Total 5201501001:							37.00
5201501101							
73649							
03/23	03/07/2023	73649	Hilltop Broadband	4872-202303	52-01-5011.01	Telephone/Internet	390.58
Total 5201501101:							390.58
5201501201							
73707							
03/23	03/16/2023	73707	XCEL Energy	FEB23-3	52-01-5012.01	Utilities	17,360.39
Total 5201501201:							17,360.39
5201502004							
73663							
03/23	03/15/2023	73663	Xerox Business Solutions	4295798	52-01-5020.04	Purchased Services	25.90

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
73687							
03/23	03/15/2023	73687	IVR Systems	M23-1013-1	52-01-5020.04	Purchased Services	96.00
73703							
03/23	03/16/2023	73703	IVR Systems	M23-1013-2	52-01-5020.04	Purchased Services	96.00
73716							
03/23	03/16/2023	73716	IVR Systems	M23-1013-3	52-01-5020.04	Purchased Services	96.00
Total 5201502004:							313.90
5201504001							
73731							
03/23	03/27/2023	73731	Norton & Smith, P.C.	FEB23	52-01-5040.01	Attorney Fees	10,758.06
Total 5201504001:							10,758.06
5201504601							
73381							
03/23	03/08/2023	73381	Hensley, Steve	030123	52-01-5046.01	Uniforms	132.87
73788							
03/23	03/31/2023	73788	Gustafson, Amanda	UNIFORM 2-	52-01-5046.01	Uniforms	230.93
Total 5201504601:							363.80
5201505404							
73698							
03/23	03/29/2023	73698	Republic Services	MARCH 202	52-01-5054.04	Trash Service	2,125.05
Total 5201505404:							2,125.05
5201524701							
73702							
03/23	03/16/2023	73702	DaySmart Recreation	00895895	52-01-5247.01	Computer Software	1,719.36
Total 5201524701:							1,719.36
5203505701							
73715							
03/23	03/16/2023	73715	Holbrook Service	A-31488	52-03-5057.01	Equipment Maintenance/Repair	2,499.00
Total 5203505701:							2,499.00
5203510201							
73661							
03/23	03/15/2023	73661	Home Depot Pro	Multiple	52-03-5102.01	Supplies/Equipment	3,037.29
Total 5203510201:							3,037.29
5205504601							
73794							
03/23	03/31/2023	73794	Speer, Lauren	UNIFORM 2-	52-05-5046.01	Uniforms	106.09
Total 5205504601:							106.09
5205505703							
73720							
03/23	03/16/2023	73720	Sentry Valvess Co Inc.	40	52-05-5057.03	Boiler Room Maintenance/Repair	1,988.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
73748							
03/23	03/28/2023	73748	Malm Electrical Contractor	4222	52-05-5057.03	Boiler Room Maintenance/Repair	724.03
Total 5205505703:							2,712.03
5206502004							
73757							
03/23	03/28/2023	73757	Wellbeats	74859	52-06-5020.04	Purchased Services	249.00
Total 5206502004:							249.00
5207502004							
73625							
03/23	03/06/2023	73625	Colorado Salsa	927	52-07-5020.04	Purchased Services	182.00
Total 5207502004:							182.00
5207502104							
73706							
03/23	03/16/2023	73706	Wildfire Arts Center	030323	52-07-5021.04	Wildfire Class	1,387.20
Total 5207502104:							1,387.20
5208502011							
73718							
03/23	03/16/2023	73718	Northern Colorado Sports	9330	52-08-5020.11	Officials-Adult Basketball	240.00
Total 5208502011:							240.00
5208502031							
73636							
03/23	03/06/2023	73636	Northern Colorado Sports	9302	52-08-5020.31	Officials-Adult Volleyball	664.00
Total 5208502031:							664.00
5235525500							
73722							
03/23	03/16/2023	73722	UMB BANK	943027	52-35-5255.00	COP Fee	2,000.00
Total 5235525500:							2,000.00
Grand Totals:							1,143,177.63

March 2023

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

	GENERAL FUND				PERCENTAGE
	REVENUE				YTD ACTUAL vs
	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET	YTD BUDGET
TAXES	\$ 1,207,658.59	\$ 1,482,139.06	\$ 1,871,400.00	\$ 7,485,600.00	79.2%
LICENSES & PERMITS	\$ 15,501.85	\$ 50,814.70	\$ 61,000.00	\$ 244,000.00	83.3%
INTERGOVERNMENTAL REVENUE	\$ 24,849.13	\$ 71,094.75	\$ 97,771.00	\$ 391,084.00	72.7%
FINES	\$ 1,280.00	\$ 4,037.00	\$ 3,875.00	\$ 15,500.00	104.2%
MISCELLANEOUS	\$ 321,582.25	\$ 865,182.72	\$ 392,000.00	\$ 1,568,000.00	220.7%
TRANSFERS	\$ 30,076.39	\$ 89,491.62	\$ 89,078.25	\$ 356,313.00	100.5%
PROPERTY SALES & DONATIONS & INS CLAIM	\$ -	\$ -	\$ -	\$ -	0.0%
RECREATION	\$ 7,259.20	\$ 46,717.05	\$ 38,963.75	\$ 155,855.00	119.9%
PARKS	\$ 996.00	\$ 1,974.00	\$ 1,925.00	\$ 7,700.00	102.5%
LEASE REVENUE	\$ 8,397.30	\$ 25,126.24	\$ 22,627.50	\$ 90,510.00	111.0%
TOTAL REVENUE GENERAL FUND	\$ 1,617,600.71	\$ 2,636,577.14	\$ 2,578,640.50	\$ 10,314,562.00	102.2%

ADMINISTRATION**PERCENTAGE****YTD ACTUAL vs**

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET	YTD BUDGET
ADMIN SALARIES/TAXES/BENEFITS	\$ 84,858.16	\$ 294,067.44	\$ 364,414.75	\$ 1,457,659.00	80.7%
GENERAL OFFICE OTHER	\$ 56,888.18	\$ 257,873.13	\$ 165,338.75	\$ 661,355.00	156.0%
ELECTIONS	\$ -	\$ -	\$ 1,500.00	\$ 6,000.00	0.0%
MUNICIPAL COURT	\$ 4,117.39	\$ 8,383.97	\$ 10,950.00	\$ 43,800.00	76.6%
BOARD & BOARD MEETINGS	\$ 12,463.59	\$ 29,690.09	\$ 16,025.00	\$ 64,100.00	185.3%
FINANCE	\$ 3,243.00	\$ 6,322.41	\$ 5,000.00	\$ 20,000.00	126.4%
BUILDING MAINTENANCE	\$ 8,283.85	\$ 16,946.77	\$ 26,500.00	\$ 106,000.00	64.0%
COMMUNITY SUPPORT	\$ 21,231.71	\$ 26,946.71	\$ 1,750.00	\$ 7,000.00	1539.8%
NON-ENTITLEMENT FUNDS	\$ -	\$ -	\$ 571,443.75	\$ 2,285,775.00	0.0%
TRANSFERS	\$ 1,666.67	\$ 5,000.01	\$ 5,000.00	\$ 20,000.00	100.0%
TOTAL ADMIN EXPENDITURES	\$ 192,752.55	\$ 645,230.53	\$ 1,167,922.25	\$ 4,671,689.00	55.2%

PUBLIC SAFETY DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET	YTD BUDGET
CODE ENFORCEMENT (INCLUDES SALARY)	\$ 4,248.00	\$ 14,069.53	\$ 21,654.00	\$ 86,616.00	65.0%
TELEPHONE/OFFICE SUPPLIES/ADMIN	\$ 16.57	\$ 16.57	\$ 1,875.00	\$ 7,500.00	0.9%
ANIMAL CONTROL	\$ 3,826.83	\$ 11,480.49	\$ 11,500.00	\$ 46,000.00	99.8%
TRAFFIC CONTROL/PEDESTRIAN SAFETY	\$ -	\$ -	\$ 250.00	\$ 1,000.00	0.0%
DRUG EDUCATION	\$ -	\$ -	\$ 4,250.00	\$ 17,000.00	0.0%
LARIMER COUNTY SHERIFF	\$ 565,086.00	\$ 565,086.00	\$ 566,250.00	\$ 2,265,000.00	99.8%
TOTAL PUBLIC SAFETY EXPENDITURES	\$ 573,177.40	\$ 590,652.59	\$ 605,779.00	\$ 2,423,116.00	97.5%

STREETS DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET	YTD BUDGET
SALARIES/TAXES/BENEFITS	\$ 24,965.09	\$ 85,019.49	\$ 125,191.50	\$ 500,766.00	67.9%
ADMINISTRATION OTHER	\$ 3,203.95	\$ 5,297.71	\$ 12,000.00	\$ 48,000.00	44.1%
STREET REPAIR/MAINTENANCE	\$ 17,142.49	\$ 45,001.60	\$ 56,125.00	\$ 224,500.00	80.2%
WEED CONTROL	\$ -	\$ -	\$ 750.00	\$ 3,000.00	0.0%
SIGNAGE	\$ 1,520.40	\$ 3,350.25	\$ 10,000.00	\$ 40,000.00	33.5%
SNOW REMOVAL	\$ 6,447.00	\$ 37,044.00	\$ 28,750.00	\$ 115,000.00	128.8%
SHOP & VEHICLE MAINTENANCE	\$ 11,510.17	\$ 30,112.77	\$ 36,750.00	\$ 147,000.00	81.9%
TOTAL STREETS EXPENDITURES	\$ 64,789.10	\$ 205,825.82	\$ 269,566.50	\$ 1,078,266.00	76.4%

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

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET	YTD BUDGET
ADMIN SALARIES/TAXES/BENEFITS	\$ 18,655.09	\$ 66,519.21	\$ 86,757.25	\$ 347,029.00	76.7%
ADMINISTRATION (SUPPLIES, CONCESSIONS)	\$ 5,438.07	\$ 10,107.07	\$ 17,520.00	\$ 70,080.00	57.7%
FLAG FOOTBALL	\$ -	\$ -	\$ 3,137.50	\$ 12,550.00	0.0%
TRACK	\$ -	\$ -	\$ 1,202.50	\$ 4,810.00	0.0%
TENNIS	\$ -	\$ -	\$ 2,145.00	\$ 8,580.00	0.0%
ADULT SOFTBALL	\$ -	\$ -	\$ 1,285.00	\$ 5,140.00	0.0%
YOUTH BASEBALL	\$ -	\$ 474.58	\$ 4,425.00	\$ 17,700.00	10.7%
YOUTH SOFTBALL	\$ -	\$ -	\$ 2,664.50	\$ 10,658.00	0.0%
ADULT KICKBALL	\$ 150.00	\$ 150.00	\$ 955.00	\$ 3,820.00	15.7%
SOCCER	\$ 180.33	\$ 180.33	\$ 5,390.00	\$ 21,560.00	3.3%
CAMPS/TOURNAMENTS	\$ -	\$ -	\$ 1,575.00	\$ 6,300.00	0.0%
ADDITIONAL PROGRAMS	\$ -	\$ -	\$ 1,807.50	\$ 7,230.00	0.0%
TOTAL RECREATION EXPENDITURES	\$ 24,423.49	\$ 77,431.19	\$ 128,864.25	\$ 515,457.00	60.1%

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

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET	YTD BUDGET
SALARIES/TAXES/BENEFITS	\$ 23,712.46	\$ 68,245.75	\$ 156,279.25	\$ 625,117.00	43.7%
ADMINISTRATION OTHER	\$ 1,013.25	\$ 4,442.32	\$ 9,387.50	\$ 37,550.00	47.3%
INSECT CONTROL	\$ -	\$ -	\$ 11,250.00	\$ 45,000.00	0.0%
FACILITIES MAINTENANCE	\$ 7,394.65	\$ 18,481.69	\$ 9,375.00	\$ 37,500.00	197.1%
TURF/BALLFIELDS	\$ 6,226.99	\$ 10,345.62	\$ 21,750.00	\$ 87,000.00	47.6%
GENERAL PARKS	\$ 11,805.94	\$ 16,631.04	\$ 21,625.00	\$ 86,500.00	76.9%
FLEET MAINTENANCE	\$ 604.37	\$ 6,319.38	\$ 5,750.00	\$ 23,000.00	109.9%
SEASONAL DECORATIONS/BANNERS	\$ -	\$ 1,951.70	\$ 5,500.00	\$ 22,000.00	35.5%
TRANSFER TO FORESTRY	\$ 41,666.67	\$ 125,000.01	\$ 125,000.00	\$ 500,000.00	100.0%
TOTAL PARKS EXPENDITURES	\$ 92,424.33	\$ 251,417.51	\$ 365,916.75	\$ 1,463,667.00	68.7%

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	\$ 10,862.13	\$ 33,617.37	\$ 38,666.50	\$ 154,666.00		86.9%
ADMINISTRATION OTHER	\$ 189.35	\$ 588.78	\$ 2,447.50	\$ 9,790.00		24.1%
BUSINESS DEVELOPMENT/MARKETING	\$ 677.01	\$ 23,459.71	\$ 24,177.50	\$ 96,710.00		97.0%
GRANTS - MARKET STUDY & FAÇADE/SIGN	\$ -	\$ -	\$ 12,500.00	\$ 50,000.00		0.0%
TOTAL ECONOMIC DEV EXPENDITURES	\$ 11,728.49	\$ 57,665.86	\$ 77,791.50	\$ 311,166.00		74.1%

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	\$ 14,931.07	\$ 47,980.62	\$ 55,308.50	\$ 221,234.00		86.8%
ADMINISTRATION OTHER	\$ 208.21	\$ 1,000.41	\$ 3,183.75	\$ 12,735.00		31.4%
INSPECTIONS	\$ 56,806.75	\$ 126,507.02	\$ 132,000.00	\$ 528,000.00		95.8%
TOTAL BUILDING DEPARMENT EXPENDITURES	\$ 71,946.03	\$ 175,488.05	\$ 190,492.25	\$ 761,969.00		92.1%

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	\$ 11,219.98	\$ 24,537.92	\$ 66,972.00	\$ 267,888.00		36.6%
ADMINISTRATION OTHER	\$ 235.79	\$ 3,921.67	\$ 5,272.50	\$ 21,090.00		74.4%
COMMISSION SUPPORT	\$ -	\$ 31.20	\$ 2,875.00	\$ 11,500.00		1.1%
DEVELOPMENT REVIEW	\$ 73,621.32	\$ 195,742.84	\$ 15,000.00	\$ 60,000.00		0.0%
COMPREHENSIVE PLANNING	\$ 7,261.46	\$ 31,476.32	\$ 23,250.00	\$ 93,000.00		135.4%
TOTAL PLANNING DEPARTMENT EXPENDITURES	\$ 92,338.55	\$ 255,709.95	\$ 113,369.50	\$ 453,478.00		225.6%

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

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET	YTD BUDGET
SALARIES/TAXES/BENEFITS	\$ 5,033.54	\$ 16,455.45	\$ 15,912.75	\$ 63,651.00	103.4%
ADMINISTRATION OTHER	\$ 700.69	\$ 2,091.65	\$ 1,111.25	\$ 4,445.00	188.2%
COMMUNITY SUPPORT	\$ 360.00	\$ 2,829.75	\$ 9,475.00	\$ 37,900.00	29.9%
TOTAL ECONOMIC DEV EXPENDITURES	\$ 6,094.23	\$ 21,376.85	\$ 26,499.00	\$ 105,996.00	80.7%

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

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET	YTD BUDGET
INSURANCE AND TAXES	\$ -	\$ -	\$ 7,000.00	\$ 28,000.00	0.0%
BUILDING MAINTENANCE	\$ 1,158.71	\$ 4,051.52	\$ 1,775.00	\$ 7,100.00	228.3%
BUILDING REPAIRS	\$ 485.00	\$ 485.00	\$ -	\$ -	0.0%
HOA FEES	\$ 3,860.86	\$ 11,582.58	\$ 12,000.00	\$ 48,000.00	96.5%
PURCHASE/DEVELOPMENT EXPENSE	\$ -	\$ -	\$ -	\$ -	0.0%
ADMINISTRATION FEES	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL MOUNTAIN AVE EXPENDITURES	\$ 5,504.57	\$ 16,119.10	\$ 20,775.00	\$ 83,100.00	77.6%

PERCENTAGE**YTD ACTUAL vs**

	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET	YTD BUDGET
TOTAL G.F.C.I. EXPENDITURES	\$ 21,305.51	\$ 98,814.03	\$ 1,444,500.00	\$ 5,778,000.00	6.8%
REMOVE OLD POOL	\$ -	\$ 375.00	\$ -	\$ -	0.0%
TOTAL CONTRIBUTION EXPENDITURES	\$ 7,965.85	\$ 32,965.85	\$ 33,849.99	\$ 135,400.00	97.4%

TOTAL EXPENDITURES GENERAL FUND	\$ 1,164,450.10	\$ 2,429,072.33	\$ 4,445,325.99	\$ 17,781,304.00
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TOTAL REVENUE OVER EXPENDITURES	\$ 453,150.61	\$ 207,504.81	\$ (1,866,685.49)	\$ (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	\$ 268,168.70	\$ 686,872.61	\$ 523,374.99	\$ 2,093,500.00	131.2%
TOTAL SOURCE OF SUPPLY EXPENDITURES	\$ 122,131.88	\$ 256,706.50	\$ 2,128,612.50	\$ 8,514,450.00	12.1%
NET REVENUE OVER EXPENDITURES	\$ 146,036.82	\$ 430,166.11	\$ (1,605,237.51)	\$ (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	\$ 245,342.99	\$ 675,542.72	\$ 985,500.00	\$ 3,942,000.00	68.5%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 27,418.47	\$ 89,551.53	\$ 188,040.25	\$ 752,161.00	47.6%
ADMINISTRATION OTHER	\$ 37,504.69	\$ 321,380.63	\$ 107,700.00	\$ 430,800.00	298.4%
DISTRIBUTION	\$ 6,716.07	\$ 46,441.09	\$ 120,400.00	\$ 481,600.00	38.6%
TREATMENT	\$ 13,160.30	\$ 95,545.11	\$ 198,250.00	\$ 793,000.00	48.2%
PROFESSIONAL SERVICES	\$ 39,817.00	\$ 117,376.19	\$ 148,750.00	\$ 595,000.00	78.9%
UTILITY BILLING	\$ 647.70	\$ 1,631.20	\$ 3,300.00	\$ 13,200.00	49.4%
IMPROVEMENTS	\$ 64,305.00	\$ 68,305.00	\$ 337,500.00	\$ 1,350,000.00	20.2%
TRANSFER	\$ 18,375.00	\$ 55,125.00	\$ 164,971.00	\$ 659,884.00	33.4%
TOTAL WATER OPERATING EXPENDITURES	\$ 207,944.23	\$ 795,355.75	\$ 1,268,911.25	\$ 5,075,645.00	62.7%
NET REVENUE OVER EXPENDITURES	\$ 37,398.76	\$ (119,813.03)	\$ (283,411.25)	\$ (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	\$ 168,467.65	\$ 427,111.07	\$ 587,348.49	\$ 2,349,394.00	72.7%
TOTAL WATER PLANT CAPITAL EXPENDITURES	\$ 38,160.24	\$ 42,327.90	\$ 300,015.00	\$ 1,200,060.00	14.1%
NET REVENUE OVER EXPENDITURES	\$ 130,307.41	\$ 384,783.17	\$ 287,333.49	\$ 1,149,334.00	
TOTAL WATER FUND REVENUE	\$ 681,979.34	\$ 1,789,526.40	\$ 2,096,223.48	\$ 8,384,894.00	85.4%
TOTAL WATER FUND EXPENDITURES	\$ 368,236.35	\$ 1,094,390.15	\$ 3,697,538.75	\$ 14,790,155.00	29.6%
NET REVENUE OVER EXPENDITURES	\$ 313,742.99	\$ 695,136.25	\$ (1,601,315.27)	\$ (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	\$ 327,936.40	\$ 950,928.01	\$ 757,625.01	\$ 3,030,500.00	125.5%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 8,812.74	\$ 28,633.39	\$ 42,986.25	\$ 171,945.00	66.6%
ADMINISTRATION OTHER	\$ 3,034.94	\$ 125,646.93	\$ 46,507.50	\$ 186,030.00	270.2%
MAIN WASTEWATER TREATMENT PLANT	\$ 36,835.51	\$ 103,310.21	\$ 136,437.50	\$ 545,750.00	75.7%
REGIONAL I-25 TREATMENT PLAN	\$ 443.57	\$ 3,092.63	\$ 21,562.50	\$ 86,250.00	14.3%
COLLECTION SYSTEM	\$ 4,637.21	\$ 5,797.25	\$ 50,625.00	\$ 202,500.00	11.5%
PROFESSIONAL SERVICES	\$ 52,114.06	\$ 143,194.87	\$ 137,750.00	\$ 551,000.00	104.0%
UTILITY BILLING	\$ 647.70	\$ 1,447.20	\$ 3,300.00	\$ 13,200.00	43.9%
TRANSFER	\$ 8,750.00	\$ 26,250.00	\$ 26,250.00	\$ 105,000.00	100.0%
IMPROVEMENTS	\$ -	\$ 7,620.00	\$ 426,250.00	\$ 1,705,000.00	1.8%
BOND	\$ 96,731.99	\$ 96,731.99	\$ 227,087.50	\$ 908,350.00	42.6%
TOTAL WASTEWATER EXPENDITURES	\$ 212,007.72	\$ 541,724.47	\$ 1,118,756.25	\$ 4,475,025.00	48.4%
NET REVENUE OVER EXPENDITURES	\$ 115,928.68	\$ 409,203.54	\$ (361,131.24)	\$ (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	\$ 176,861.37	\$ 469,626.13	\$ 475,002.51	\$ 1,900,010.00	98.9%
TOTAL WASTEWATER CAPITAL EXPENDITURES	\$ 53,126.74	\$ 83,908.99	\$ 1,066,265.01	\$ 4,265,060.00	7.9%
NET REVENUE OVER EXPENDITURES	\$ 123,734.63	\$ 385,717.14	\$ (591,262.50)	\$ (2,365,050.00)	
TOTAL WASTEWATER FUND REVENUE	\$ 504,797.77	\$ 1,420,554.14	\$ 1,232,627.52	\$ 4,930,510.00	115.2%
TOTAL WASTEWATER FUND EXPENDITURES	\$ 265,134.46	\$ 625,633.46	\$ 2,185,021.26	\$ 8,740,085.00	28.6%
TOTAL REVENUE OVER EXPENDITURES	\$ 239,663.31	\$ 794,920.68	\$ (952,393.74)	\$ (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	\$ 61,322.63	\$ 178,861.66	\$ 120,249.99	\$ 481,000.00	148.7%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ -	\$ 361.05	\$ -	\$ -	#DIV/0!
ADMINISTRATION OTHER	\$ 875.00	\$ 2,625.00	\$ 5,827.50	\$ 23,310.00	45.0%
STREET CLEANING	\$ 41,828.27	\$ 42,134.20	\$ 21,250.00	\$ 85,000.00	198.3%
PROFESSIONAL SERVICES	\$ -	\$ 3,557.50	\$ 20,000.00	\$ 80,000.00	17.8%
IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL STORM WATER EXPENDITURES	\$ 42,703.27	\$ 48,677.75	\$ 47,077.50	\$ 188,310.00	103.4%
NET REVENUE OVER EXPENDITURES	\$ 18,619.36	\$ 130,183.91	\$ 73,172.49	\$ 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	\$ 46,887.86	\$ 130,182.08	\$ 114,150.00	\$ 456,600.00	114.0%
TOTAL STORM WATER CAPITAL EXPENDITURES	\$ -	\$ -	\$ 125,015.01	\$ 500,060.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 46,887.86	\$ 130,182.08	\$ (10,865.01)	\$ (43,460.00)	
TOTAL STORM WATER FUND REVENUE	\$ 108,210.49	\$ 309,043.74	\$ 234,399.99	\$ 937,600.00	131.8%
TOTAL STORM WATER FUND EXPENDITURES	\$ 42,703.27	\$ 48,677.75	\$ 172,092.51	\$ 688,370.00	28.3%
TOTAL REVENUE OVER EXPENDITURES	\$ 65,507.22	\$ 260,365.99	\$ 62,307.48	\$ 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	\$ 48,705.48	\$	151,977.97	\$	164,600.01	\$	658,400.00		92.3%
TOTAL PARK DEVELOPMENT EXPENDITURES	\$ 194,629.61	\$	326,575.16	\$	300,015.00	\$	1,200,060.00		108.9%
NET REVENUE OVER EXPENDITURES	\$ (145,924.13)	\$	(174,597.19)	\$	(135,414.99)	\$	(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	\$ 12,323.73	\$	38,345.47	\$	50,000.01	\$	200,000.00		76.7%
TOTAL PARK DEDICATION EXPENDITURES	\$ -	\$	-	\$	385,140.00	\$	1,540,560.00		0.0%
NET REVENUE OVER EXPENDITURES	\$ 12,323.73	\$	38,345.47	\$	(335,139.99)	\$	(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	\$ 101,609.19	\$	222,962.24	\$	115,550.01	\$	462,200.00		193.0%
TOTAL PUBLIC FACILITIES EXPENDITURES	\$ -	\$	-	\$	87,515.01	\$	350,060.00		0.0%
NET REVENUE OVER EXPENDITURES	\$ 101,609.19	\$	222,962.24	\$	28,035.00	\$	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	\$ 89,028.09	\$ 174,747.71	\$ 147,624.99	\$ 590,500.00	118.4%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 20,026.26	\$ 63,726.46	\$ 83,239.50	\$ 332,958.00	76.6%
ADMINISTRATION OTHER	\$ 2,898.41	\$ 6,150.80	\$ 6,452.50	\$ 25,810.00	95.3%
PARK MAINTENANCE & IMPROVEMENTS	\$ 1,477.17	\$ 1,477.17	\$ 22,250.00	\$ 89,000.00	6.6%
TREE MAINTENANCE	\$ 17,705.10	\$ 18,480.06	\$ 17,375.00	\$ 69,500.00	106.4%
EAB RESPONSE	\$ -	\$ -	\$ 11,250.00	\$ 45,000.00	0.0%
TOTAL CONSERVATION TRUST EXPENDITURES	\$ 42,106.94	\$ 89,834.49	\$ 140,567.00	\$ 562,268.00	63.9%
NET REVENUE OVER EXPENDITURES	\$ 46,921.15	\$ 84,913.22	\$ 7,057.99	\$ 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	\$ 30,472.74	\$ 138,503.83	\$ 130,749.99	\$ 523,000.00	105.9%
TOTAL LARIMER COUNTY EXPENDITURES	\$ 17,862.02	\$ 229,918.95	\$ 281,265.00	\$ 1,125,060.00	81.7%
NET REVENUE OVER EXPENDITURES	\$ 12,610.72	\$ (91,415.12)	\$ (150,515.01)	\$ (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	\$ 2,263.34	\$ 24,704.19	\$ 17,625.00	\$ 70,500.00	140.2%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 3,784.24	\$ 10,285.51	\$ 16,148.00	\$ 64,592.00	63.7%
FUNERALS	\$ -	\$ 930.00	\$ 750.00	\$ 3,000.00	0.0%
MAINTENANCE	\$ 2,105.89	\$ 4,086.54	\$ 6,902.50	\$ 27,610.00	59.2%
IMPROVEMENTS	\$ -	\$ 972.00	\$ 8,750.00	\$ 35,000.00	0.0%
TOTAL CEMETERY ENDOWMENT EXPENDITURES	\$ 5,890.13	\$ 16,274.05	\$ 32,550.50	\$ 130,202.00	50.0%
NET REVENUE OVER EXPENDITURES	\$ (3,626.79)	\$ 8,430.14	\$ (14,925.50)	\$ (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	\$ 9,750.30	\$ 32,996.39	\$ 18,624.99	\$ 74,500.00	177.2%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 6,079.92	\$ 23,597.88	\$ 25,457.50	\$ 101,830.00	92.7%
ADMINISTRATION OTHER	\$ 177.55	\$ 616.24	\$ 1,263.75	\$ 5,055.00	48.8%
DRIVING	\$ 904.54	\$ 9,698.43	\$ 7,425.00	\$ 29,700.00	130.6%
SERVICES	\$ -	\$ 41,000.00	\$ 21,500.00	\$ 86,000.00	190.7%
TOTAL BATS EXPENDITURES	\$ 7,162.01	\$ 74,912.55	\$ 55,646.25	\$ 222,585.00	134.6%
NET REVENUE OVER EXPENDITURES	\$ 2,588.29	\$ (41,916.16)	\$ (37,021.26)	\$ (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	\$ 87,256.61	\$ 233,478.53	\$ 171,275.01	\$ 685,100.00	136.3%
TOTAL ROAD IMPACT EXPENDITURES	\$ 43,607.47	\$ 226,661.57	\$ 318,843.24	\$ 1,275,373.00	71.1%
NET REVENUE OVER EXPENDITURES	\$ 43,649.14	\$ 6,816.96	\$ (147,568.23)	\$ (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	\$ 43,722.28	\$ 108,392.93	\$ 100,500.00	\$ 402,000.00	107.9%
TOTAL RECREATIONAL MMJ EXPENDITURES	\$ 72,165.00	\$ 88,547.50	\$ 317,514.99	\$ 1,270,060.00	27.9%
NET REVENUE OVER EXPENDITURES	\$ (28,442.72)	\$ 19,845.43	\$ (217,014.99)	\$ (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	\$ 246,217.22	\$ 382,265.94	\$ 556,437.51	\$ 2,225,750.00	68.7%
TOTAL 1998 1% EXPENDITURES	\$ 68,923.10	\$ 89,321.69	\$ 987,515.01	\$ 3,950,060.00	9.0%
NET REVENUE OVER EXPENDITURES	\$ 177,294.12	\$ 292,944.25	\$ (431,077.50)	\$ (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	\$ 141,773.02	\$ 416,002.24	\$ 305,437.50	\$ 1,221,750.00	136.2%
SALES TAX REVENUE/INTEREST	\$ 271,045.53	\$ 422,319.62	\$ 554,937.51	\$ 2,219,750.00	76.1%
TOTAL 2019 1% REVENUE	\$ 412,818.55	\$ 838,321.86	\$ 860,375.01	\$ 3,441,500.00	97.4%
RECREATION CENTER OPERATING EXPENSES	\$ 126,649.19	\$ 448,922.49	\$ 521,146.50	\$ 2,084,586.00	86.1%
COP PAYMENT AND OTHER EXPENSES	\$ 2,000.00	\$ 2,223.50	\$ 1,033,500.00	\$ 4,134,000.00	0.2%
TOTAL 2019 1% EXPENDITURES	\$ 128,649.19	\$ 451,145.99	\$ 1,554,646.50	\$ 6,218,586.00	29.0%
NET REVENUE OVER EXPENDITURES	\$ 284,169.36	\$ 387,175.87	\$ (694,271.49)	\$ (2,777,086.00)	
TOTAL SPECIAL FUNDS REVENUE	\$ 1,084,167.53	\$ 2,346,697.06	\$ 2,333,362.53	\$ 9,333,450.00	
TOTAL SPECIAL FUNDS EXPENDITURES	\$ 580,995.47	\$ 1,593,191.95	\$ 4,461,218.50	\$ 17,844,874.00	
TOTAL REVENUE OVER EXPENDITURES	\$ 503,172.06	\$ 753,505.11	\$ (2,127,855.97)	\$ (8,511,424.00)	

TOTAL REVENUE	\$ 3,996,755.84	\$ 8,502,398.48	\$ 8,475,254.02	\$ 33,901,016.00
TOTAL EXPENDITURES	\$ 2,421,519.65	\$ 5,790,965.64	\$ 14,961,197.01	\$ 59,844,788.00

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	May 9, 2022
Agenda Title/Subject:	Amendment to Intergovernmental Agreement with Larimer County for Heron Pointe Bridge Widening
Type of Item:	Consent Agenda
Purpose:	To approve an amendment to the IGA between Larimer County and the Town of Berthoud regarding the CR 14 bridge
Presented by:	Presenter Name

ATTACHMENTS:

- Amendment #1 to IGA with Larimer County for improvements to the CR 14 bridge crossing the Home Supply Ditch

BACKGROUND:

In 2019, the Town entered into an IGA for the funding and construction of a bridge widening project near the Heron Pointe Apartments, just east of Berthoud Parkway on CR 14. The original IGA placed the responsibility for construction of the bridge improvements on the Town. The Town would then subsequently place the majority of that burden on the Heron Pointe developer.

Since that time, utility coordination issues with outside utility providers delayed the bridge widening. In 2022, the Town worked with the developer to agree on a financial contribution of \$375,000 to support the project. In parallel with agreeing to the financial contribution, the Town worked with the County to clarify expectations and responsibility for construction of the improvements. As the bridge is within County Right of Way, the Town and the County have generally agreed to have the County take on the responsibility of constructing the bridge with financial contribution from the Town.

UPDATE/NEXT STEPS:

After the agreement is signed, the County will begin the bidding and construction effort. The Town will participate in the project and will reimburse the County for 58% of the cost of the project.

FISCAL IMPACT AND FUND SOURCE:

The total estimated cost to the Town is \$406,000, though final costs will be based on 58% of the actual cost of the project. The \$375,000 collected from the developer will be used to cover the Town's cost and the difference will be made up with Road Impact Fees paid by new development.

COMMUNITY TOUCHSTONES:

Ensuring that infrastructure is upgraded to mitigate the impacts of new development will ensure that the Town is developed with an eye toward Sustainability.

RECOMMENDED ACTION(S):

Approve this IGA as part of the Consent Agenda.

**AMENDMENT # 1 TO INTERGOVERNMENTAL
AGREEMENT FOR FUNDING OF
CONSTRUCTION AND MAINTENANCE OF
MINOR STRUCTURE 014-0.00-15H CROSSING
THE HOME SUPPLY DITCH ON WEST
COUNTY ROAD 14 AND SOUTH COUNTY
ROAD 15H**

THIS AMENDMENT is made and entered into by and between the Board of County Commissioners of Larimer County, Colorado, 200 West Oak Street, Fort Collins, Colorado 80521 (hereinafter "County") and Town of Berthoud, Colorado, a municipal corporation (hereinafter "Town").

WHEREAS, on or about April 3, 2019, County and Town entered into an IGA "Agreement") for funding to widen structure 014-0.00-15H over the Home Supply Ditch.

WHEREAS, County and Town desire to amend the Agreement to clarify roles and solidify the cost sharing agreement. County and Town otherwise desire all terms and conditions to remain as set forth in the Agreement. This amended Agreement will be effective upon signature of both parties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to the following changes to the Agreement:

Under Section 1, "RECITALS", Subsection D. The County will contract for the performance of the Project Work.

Under Section III, "Terms";

Subsection 1 – The Project is estimated to cost \$700,000. The County has agreed to pay 42% of the total cost and the Town has agreed to pay 58% of the total cost.

Subsection 2 – The County will invoice the Town regularly (no more than monthly) as the work progresses.

Subsection 3 – The County shall maintain accurate accounts of all Project expenditures and shall separately account all funds. The County shall provide to the Town information detailing incremental and total construction expenditures for the Project and the remaining balance of the funds on at least a quarterly basis.

Subsection 4 – The County shall notify and obtain the Town's written consent prior to authorizing any changes in the scope of services or other expenditures that would cause costs to increase more than 10% of the estimated \$700,000.00.

Subsection 6 – remove

Subsection 8 – The Contractor shall assume liability for the work performed.

EXHIBIT A

The schedule is revised as follows:

Spring/Summer 2023 – IGA Amendment Executed

Summer/Fall 2023 - Plans, Specifications and Estimates finalized

Fall/Winter 2023 – acquire any right-of-way or easements, obtain clearances

Winter/Spring 2024 – Construct Project (early schedule – this could push to winter 2024/2025)

Budget

County	\$294,000	42%
Town	\$406,000	58%
Total	\$700,000	100%

**The costs are estimates only. The Town and County agree to pay the percentages listed on the actual cost of the project.

All other provisions in the Agreement shall remain in full force and effect.

AGREED TO AND ACCEPTED AS STATED ABOVE:

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY

By: Jody Shaddeuck-McNally, 4-25-2023
Chair Date

Attest: [Signature]
Deputy Clerk



TOWN OF BERTHOUD, COLORADO
A Municipal Corporation

By: _____
Mayor Date

Attest: _____
Town Clerk

APPROVED AS TO FORM:

Town Attorney

DATE 4/13/23
APPROVED AS TO FORM
[Signature]
SENIOR COUNTY ATTORNEY

TOWN BOARD INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	May 9, 2023
Agenda Title/Subject:	Public Hearing for a Preliminary Plat known as Harvest 47
Type of Item:	Public Hearing
Purpose:	Request for approval of a Preliminary Plat for Harvest 47
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

- Resolution 11 series 2023
- Staff Report
- Application materials, public comments and referral responses
- Planning Commission minutes, draft
- Staff Presentation

BACKGROUND:

The applicant proposes to subdivide the 5.98 +/- acre parcel into 29 lots for single-family residential purposes.

UPDATE/NEXT STEPS:

The Planning Commission recommended approval of the Preliminary Plat at their April 27, 2023 public hearing. If approved, the next step will include finalizing the conditions of approval to record the Preliminary Plat and then the applicant will be able to file their Final Plat application.

FISCAL IMPACT AND FUND SOURCE:

There is no negative impact to the Town in consideration of this request to approve the proposed Preliminary Plat.

COMMUNITY TOUCHSTONES:

Consideration of this request does not negatively impact community touchstones and in fact is supportive of the 2021 Comprehensive Plan update. The Future Land Use Map envisions this property for Urban Residential uses.

RECOMMENDED ACTION(S):

Planning Commission is recommending approval of the Preliminary Plat as the applicant has met the Criteria for Approval as outlined in the attached Staff Report in the "Preliminary Plat Review Criteria" section starting on page 3. Suggested motions can be found on page 4 of the Staff Report.

RESOLUTION NUMBER 11

(SERIES 2023)

A RESOLUTION OF THE TOWN OF BERTHOUD BOARD OF TRUSTEES APPROVING A
PRELIMINARY PLAT FOR A DEVELOPMENT KNOWN AS THE “HARVEST 47
DEVELOPMENT” IN THE TOWN OF BERTHOUD

WHEREAS, Larry Bebo, as property owner (“the Applicant”), submitted an application for a Preliminary Plat on December 8, 2022 (“the Application”); and

WHEREAS, the property under consideration is known as the “Harvest 47” development, and more particularly described in Exhibit A attached hereto; and

WHEREAS, the Town of Berthoud (“Town”) approved Ordinance 1305 on July 26, 2022 to zone the property to Urban Residential (UR); and

WHEREAS, notice was properly posted in the manner required by law and a public hearing was conducted on April 27, 2023, before the Berthoud Planning Commission; and

WHEREAS, after the public hearing, the Berthoud Planning Commission made a unanimous recommendation to the Town Board of Trustees to approve the Preliminary Plat as presented; and

WHEREAS, notice was properly posted in a manner required by law and a public hearing was conducted on May 9, 2023 before the Board of Trustees; and

WHEREAS, based on the testimony and evidence presented at the public hearing on May 9, 2023, the Board of Trustees determines and finds that compliance with Preliminary Plat review criteria as provided in Section 30-6-107.B [second B] of the Berthoud Municipal Code has been demonstrated.

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

Section 1. Preliminary Plat Approval. The Preliminary Plat is hereby approved.

Section 2. Interpretation: This Resolution shall be interpreted and construed to effectuate its general purpose.

Section 3. Effective Date: The provisions of this Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 9th day of May, 2023.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk

Exhibit A: Legal Description

BEING A SUBDIVISION OF LOT 2, O'MALLEY GLEN MINOR SUBDIVISION, SITUATE IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO.

That portion of O'MALLEY GLEN ANNEXATION, Town of Berthoud, County of Larimer, State of Colorado; and Tract 6, THE FARMSTEAD, Town of Berthoud, County of Larimer, State of Colorado situate in the Northwest Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 69 West of the 6th Principal Meridian, Town of Berthoud, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the Northeast Quarter of Section 24, Township 4 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado as bearing North 89°42'45" East and with all bearings contained herein relative thereto:

Beginning at the North One-Quarter corner of said Section 24; thence along the West line of the Northwest Quarter of the Northeast Quarter of said Section 24, South 00°03'24" East 48.46 feet, more or less, to the Northwest corner of the O'MALLEY GLEN SECOND ANNEXATION to the said Town of Berthoud; said point also being a point on the Southerly Right-of-Way line for Colorado State Highway No. 56; thence departing said West line of the Northwest Quarter of the Northeast Quarter of said Section 24 and along the North line of said O'MALLEY GLEN SECOND ANNEXATION and along the North line of the O'MALLEY GLEN ANNEXATION, to the Town of Berthoud, Colorado and along the North line of THE FARMSTEAD to the Town of Berthoud, Colorado and along said Southerly Right-of-Way line for Colorado State Highway No. 56, South 86°35'48" East 749.34 feet; thence continuing along said North line of said O'MALLEY GLEN ANNEXATION and continuing along said Southerly Right-of-Way line for Colorado State Highway No. 56, North 89°38'35" East 285.56 feet, more or less, to the Northwest corner of Lot 3, AMENDED PLAT OF BEBO M.R.D. NO. S-76-87 to Larimer County, Colorado; thence departing said North line of said O'MALLEY GLEN ANNEXATION and departing said Southerly Right-of-Way line for Colorado State Highway No. 56 and along West line of said Lot 3, AMENDED PLAT OF BEBO M.R.D. NO S-76-87, South 00°05'41" East 442.95 feet, more or less, to the Southwest corner of said Lot 3, AMENDED PLAT OF BEBO M.R.D. NO. S-76-87; thence along the South line of said Lot 3, AMENDED PLAT OF BEBO M.R.D. NO. S-76-87 North 89°38'35" East 295.01 feet, more or less, to the Southeast corner of said Lot 3, AMENDED PLAT OF BEBO M.R.D. NO. S-76-87; said point also being a point on the East line of the West Half of the Northeast Quarter of said Section 24; thence along said East line of the West Half of the Northeast Quarter of said Section 24, South 00°05'41" East 141.43 feet to the TRUE POINT OF BEGINNING; thence continuing along said East line of the West Half of the Northeast Quarter of said Section 24, South 00°05'41" East 362.00 feet, more or less, to the Northeast corner of Tract 5, of said THE FARMSTEAD; thence along the North line of said Tract 5, of said THE FARMSTEAD, North 89°50'08" West 720.43 feet, more or less, to the Southwest corner of Tract 6, of said THE FARMSTEAD said point also being on the East Right-of-Way line of Dorothy Drive; thence along the West line of said Tract 6, of said THE FARMSTEAD and along the East Right-of-Way line of said Dorothy Drive, North 00°10'08" East 362.00 feet; thence departing the West line of said Tract 6, of said THE FARMSTEAD and departing the East Right-of-Way line of said Dorothy Drive, South

89°50'08" East 718.76 feet, more or less, to a point on the East line of the West Half of the Northeast Quarter of said Section 24 and the TRUE POINT OF BEGINNING. The above described parcel will be known as Lot 2, O'Malley Glen Minor Subdivision to the Town of Berthoud, Colorado upon recordation of the plat of said O'Malley Glen Minor Subdivision.



STAFF REPORT: HARVEST 47 PRELIMINARY PLAT

DATE: May 9, 2023

GENERAL INFORMATION

Applicant	Larry Bebo	Size: 5.98 acres
Site Location	The property is located near the intersection of Dorothy Drive and Remuda Road. This project is located on the southern portion of the property at 735 State Highway 56 (Parcel 94-24-009702)	
Applicant's Request	The Applicant is requesting a preliminary plat to subdivide the subject property into 29 lots intended for single family residential.	
Current Zoning	UR – Urban Residential	

UR ZONING DISTRICT INFORMATION

Max Density	N/A
Min. Lot Area	2,500 sq.ft.
Min. Lot Width	25'
Front Setback	10'
Side Setback	5'
Rear Setback	5-8'
Building Height	30'

SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS

	<u>Adjacent Zoning</u>	<u>Adjacent Land Use</u>	<u>Setbacks for Adjacent Zoning/ Buffer required if rezoned</u>
North	PUD	Garden Center	N/A
South	R2	Single Family/ Low-Density Multifamily	N/A
East	R2	Single Family/ Low-Density Multifamily	N/A
West	R1	Single-Family	N/A

Proposal

The applicant proposes to subdivide the existing 5.98-acre parcel into 29 lots for single-family residential purposes. The preliminary plat, if approved, would allow the applicant to apply for a final plat that would formally subdivide the lots.

Background

In July 2022, a Neighborhood Master Plan, Rezoning, and Minor Subdivision were approved by Planning Commission and the Board of Trustees for this property. The minor subdivision split this lot from the neighboring garden center to the north, and the Rezoning changed this parcel from Planned Unit Development (PUD) to Urban Residential (UR). Additionally, the neighborhood master plan proposed a single-family residential neighborhood consistent with the proposed preliminary plat. Planning Commission heard the request for the Preliminary Plat application at their April 27, 2023 public hearing/meeting.

Preliminary Plat Review Criteria

In addition to all provisions of the Code, the Town shall use the following criteria to evaluate the applicant's request:

30-6-107(B) Review Criteria	Finding	Rationale
1. The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code.	Yes	The preliminary plat is a functional system of land use that connects with existing and proposed roadways/alleys of neighboring developments. Additionally, the bulk requirements such as setbacks and building heights are consistent with the standards of the zone district found in the Land Use Code.
2. The application is consistent with the approved concept plan and incorporates the Town's recommendations and any conditions of approval.	Yes	The plan is consistent with the approved neighborhood master plan. The neighborhood master plan calls out single family residential in this area consistent with what is proposed.
3. The land use mix within the project conforms to Berthoud's Zoning District Map and Preferred Land Use Map and furthers the goals and policies of the Comprehensive Plan and PORT Plan.	Yes	The land use mix conforms with the Urban Residential (UR) Zone District. The future land use map lists this area as urban residential which allows for developments similar to this one. The project is also consistent with the Comprehensive Plan and PORT Plan.
4. The utility and transportation design is adequate, given existing and planned capacities of those systems.	Yes	Plans were reviewed by Town Staff as well as outside referral agencies. The applicant has provided adequate plans for utilities and transportation design.
5. Negative impacts on adjacent land uses including, but not limited to: solar access, heat, dust, glare, traffic and noise have been identified and satisfactorily mitigated.	Yes	The application is consistent with the overall plan for the area. The plat would allow for similar densities to existing development in the area. During construction, best management practices are required to control stormwater, dust mitigation and tracking onto paved streets by construction equipment. After construction, residential development does generate additional traffic. A Traffic Letter was reviewed and the existing road network was found to be adequate to encompass this development.
6. There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use	Yes	The future land use map anticipates this area to be developed as urban residential. This development is consistent with the goals of the Comprehensive Plan. A key strategy of the comprehensive plan is to provide a mix

and/or housing types within Berthoud.		of housing, goods and services, that meet the varying needs, budges, and life stages of residents.
7. How the applicant has addressed comments received from the public, during the Public Comment portion of the process.	Yes	No public comments were received during the notice period for the preliminary plat.

PUBLIC NOTICE AND COMMENT

Notice of the Public Hearings was mailed to property owners within 500 feet of the subject property on March 14, a legal ad published on March 9, and the property was posted prior to March 16 as required by the Development Code. In addition, when the project was submitted, the application was sent out to all property owners within 500 feet, with an invitation to comment on the request within three weeks of receipt. No comments were received during this initial notice period.

FINDINGS AND RECOMMENDATIONS

- Planning Commission found that the application meets the intent of the Master Plans affecting the project, the Comprehensive Plan and Future Land Use Map, and the Land Use Code, and voted to forward their approval of the applicant's request at their April 27, 2023 meeting to the Town Trustees.
- Two suggested motions are below:
 - *Approval: I move to approve Resolution 11, Series 2023 for the Harvest 47 Preliminary Plat..*
 - *Denial: I move to deny Resolution 11, Series 2023 for the Harvest 47 Preliminary Plat for the following reasons _____.*

Attachments

1. Application Form
2. Cover Letter
3. Preliminary Plat
4. Traffic Letter
5. Preliminary Drainage Report
6. Staff Comment Response Letter from Applicant
7. Presentation from Staff



Town of Berthoud
807 Mountain Ave.
P.O. Box 1229
Berthoud, CO 80513
970.532.2643

DEVELOPMENT REVIEW APPLICATION

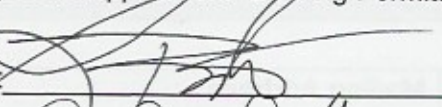
All required information must be provided before submittal will be accepted and deemed complete.
To be complete, the application must include all items identified on the submittal checklist.
Please complete both sides of application form.

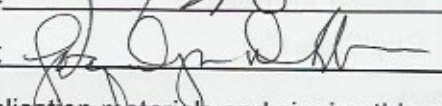
Parcel Number(s): 9424009702 and 9424123006		
Site Address: 735 E. Hwy 56 Berthoud CO 80513		
Project Name: Harvest 47		
Brief description of project: small residential subdivision		
APPLICATION TYPE (Check as appropriate):		
☐ Annexation	☒ Preliminary Subdivision Plat	☐ Final Site Plan
☐ Rezoning	☐ Final Subdivision Plat	☐ PUD Amendment
☐ Concept Plan	☐ Plat Amendment	☐ PUD Preliminary Development Plan
☐ Minor Subdivision	☐ Oil and Gas	☐ PUD Final Development Plan
☐ Special Use Review	☐ ROW Vacation	☐ Other _____
APPLICANT		
Name: Larry Bebo		
E-mail: mbebo@lmenterprisesinc.com	Mailing Address: 735 E. Hwy 56	
Phone: 970 532-3706	City/State/Zip: Berthoud CO 80513	
CONTACT PERSON (will receive correspondence from Town Staff/Referral Agencies)		
Name: Michael T. Cook P.E.		
E-mail: mtcookpe@msn.com	Mailing Address: 970 East County Road 8	
Phone: 970 310-9332	City/State/Zip: Berthoud CO 80513	
OWNER(S) (If different than applicant)		
Name:		
E-mail:	Mailing Address:	
Phone:	City/State/Zip:	
CONSULTANT (Engineer, Surveyor, or Planner)		
Name: Troy Campbell		
E-mail: troy@i2-consultants.com	Mailing Address: 16911 Potts Place	
Phone: 970 2179148	City/State/Zip: Mead CO 80542	

LAND USE INFORMATION							
Existing Use: commercial / Agriculture Proposed Use: Residential Existing Zoning: PUD Proposed Zoning: (if applicable): R2-Urban Residential Number of acres: 5.98 Proposed Access: Dorothy Drive	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; background-color: #d3d3d3;">Adjacent zoning / land use:</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">East Side: R-3</td> <td style="width: 50%;">North Side: PUD</td> </tr> <tr> <td>West Side: R-1</td> <td>South Side: R-2</td> </tr> </tbody> </table>	Adjacent zoning / land use:		East Side: R-3	North Side: PUD	West Side: R-1	South Side: R-2
Adjacent zoning / land use:							
East Side: R-3	North Side: PUD						
West Side: R-1	South Side: R-2						
UTILITY SERVICE INFORMATION							
Water: TOB	Sewer: TOB						
PROJECT INFORMATION							
Number of proposed units: 29 Number of phases: 1 Number of Units per phase: 29 Number of lots proposed: 29 Lot size minimum: 4,212 S.F. (Lot 3, Block 1) Lot size maximum: 9,508 S.F. (Lot 6, Block 2) Lot size average: Average: 6,532.7 S.F. Gross density (units/acre): 4.85 units/acre Net density (units/acre): 6.84 units/acre Area and percent open space: 0.0 0%	Non-Residential Building Area (Sq. Ft.) Proposed: 0.0 Non-Residential Construction Floor Area Ratio Proposed: Total Number of Parking Spaces: <u>Acreage of Site:</u> a. Gross: 5.98 acres b. Right-of-Way: 1.74 acres c. Net (a-b) 4.24 acres <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; background-color: #d3d3d3;">Type of Housing Proposed (please check):</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; vertical-align: top;"> ☐ Future Single Family ☐ Duplex ☐ Multi-family </td> <td style="width: 50%; vertical-align: top;"> ☐ Townhouse ☐ Condominium </td> </tr> </tbody></table> (# of units: 29)	Type of Housing Proposed (please check):		☐ Future Single Family ☐ Duplex ☐ Multi-family	☐ Townhouse ☐ Condominium		
Type of Housing Proposed (please check):							
☐ Future Single Family ☐ Duplex ☐ Multi-family	☐ Townhouse ☐ Condominium						

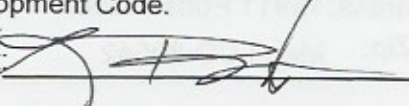
Signatures are required for ALL Property Owners and the Applicant

I hereby certify that I am the lawful owner of the parcel(s) of land that this application concerns and consent to the action. I hereby permit Town of Berthoud staff to enter upon the property for the purposes of inspection relating to the application. Building Permits will not be accepted while this application is in process.

Property Owner(s):  Date: 12-8-22

Property Owner(s):  Date: 12-8-22

In submitting the application materials and signing this application agreement, I acknowledge and agree that the application is subject to the applicable processing and public hearing requirements set forth in the Development Code.

Applicant:  Date: 12-8-22

FOR OFFICE USE ONLY

Received By:

Date:

February 16th, 2023

Michael T. Cook P.E.
Construction Superintendent
Berthoud Habitat for Humanity
970 East County Road 8
Berthoud, CO 80513
(970) 310-9332
mtcookpe@msn.com

Mr. Will Charles AICP
Principal Planner
will.charles@baselinecorp.com
Baseline Engineering Corporation
112 N. Rubey Drive, #210, Golden, CO 80403

RE: Harvest 47 Subdivision, preliminary plat resubmittal

Dear Will:

Thank you for your prompt response to our submittal of the preliminary plat documents for the Harvest 47 project. This cover letter/narrative along with the attached files is our Resubmittal for the Preliminary Plat for the Harvest 47 subdivision.

In general you will find that we have corrected any deficiencies, made changes as recommended, and have resolved any conflicts identified.

TRC comments: Compliance with section 31-2-116 of the code:

We understand and agree that diversity in the architecture and design elements of the individual residences is both important and required by the Town Code. This project is not being built by a larger production builder that might want to market only 4-6 house designs. As we have reviewed the several updates to this section of the code over the last few years we have always planned that due to the smaller size (number of lots, and number of acres) of our project we would not be required to submit an overall lot and block diversity plan. We expected that we would submit our diversity information as a part of our individual building permit submittal. This project is planned to be very similar to the existing Mary's Farm with the tree lined streets, alley loaded lots with brick and masonry being the prominent architectural design element on each house.

TRC comments: Neighboring properties zoning:

This was a part of the neighborhood master plan documents. We have added the current zoning to our preliminary plat documents.

TRC comments: Remuda Road:

Name of the road is now shown correctly as Remuda Road.

Comments of survey / plat drawings:

February 13, 2023 Response To Comments Regarding The Harvest 47 Subdivision Plat Dated 01.16.2023.

Minor Subdivision Plat

Sheet 1 of 2

1. This document will be recorded with the county, so please include the County Certificate as previously shown. (RESPONSE: The certificate has been added.)
2. The Basis of Bearing Statement should be able to be a standalone statement and therefore must include the bearing and not just a reference to a recorded plat. (RESPONSE: The Basis of Bearings Statement has been corrected.)

Sheet 2 of 2

1. Check/verify the southerly plat boundary dimension. The "Farmstead Second Filing" (under current review has this line listed as 720.38'. (RESPONSE: Both plats (Harvest 47 & Farmstead Second Filing) indicate that the West property pin on that line is to be set. Both distances appear to be calculated. Our field crew has gathered additional right of way control information. We have revised the distance on the South line of the Harvest 47 Subdivision to 720.43'. That distance differs from the Farmstead Second Filing distance by 0.05'. We feel that difference is within acceptable tolerance.)

Site /Landscape plan page:

We have updated the selection of street trees to include 3 different varieties, an Oak, Maple, and Honey Locust. We have reduced the tree count to 25 total to provide appropriate sight triangles at intersections as well as room for proposed street lighting. The location and distribution of the trees are shown on the plan sheet. The exact location of each tree will be adjusted to fit the as-built field conditions at the site as developed and utilities are installed.

Overall utility plan page:

The updated plan sheet shows changes to the proposed sewer connections as requested. **These are not construction plans.** The future construction plans will show water and sewer services in the proper locations for separation and serviceability.

The preliminary storm drain layout has been redone to comply with your direction for inlet locations. **These are not construction plans.** The future construction plans will show the storm drainage system in the proper locations.

Show Farmstead site plan:

We have included the latest design we have for the Farmstead project. We have included the adjacent design along our South border (where we are sharing the alley) as well as along our East border where we adjoin the apartments and also share an alley to the south where they have townhomes planned. We have worked diligently to keep up with the Farmstead project design to ensure that our projects connect well and fit together as they should.

Site landscape plan:

We have added aprons on the street and alley intersections as requested. **These are not construction plans.** The future construction plans will show roadway details with aprons.

We have modified the layout of the lots at intersections as requested to provide for a 10' x 10' setback (with a diagonal line at the corner. We based the layout on the Loveland alley intersection design as well the design used in the adjacent Farmstead project.

We have verified and adjusted side walk widths and Road R.O.W. widths as requested.

Preliminary drainage and erosion control report:

We have adjusted the assumptions and calculations to reflect your suggestions in your review of the preliminary report. The updated report is attached.

Attached you will find:

Harvest 47 resubmittal cover letter. (this document)
Prelim plat resub cover letter.PDF
Harvest 47 updated survey plat drawings.
Harvest 47 updated survey plat drawings.PDF
Harvest 47 preliminary plat drawings with your comments.
i2 Responses Baseline Review_11.0 HarvestPrePlat_2022-12-19.PDF
Harvest 47 updated preliminary plat drawings.
HarvestPrePlat_2023-02-15.PDF
Harvest 47 preliminary drainage and erosion control report with your comments
i2 Baseline Review_13.0 Preliminary drainage report 2022-12-19.PDF
Harvest 47 updated preliminary drainage and erosion control report
Harvest47 PreDrRpt_2023-02-15.PDF

Thank you for your help to bring this unique opportunity for the development of affordable housing to Berthoud. We look forward to working with the Town of Berthoud on moving this project forward to construction.

Michael T. Cook P.E.
Berthoud Habitat for Humanity

PRELIMINARY PLAT FOR
HARVEST 47 SUBDIVISION

BEING A SUBDIVISION OF LOT 2, O'MALLEY GLEN MINOR SUBDIVISION, SITUATE IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO.

GENERAL NOTES:

- This Minor Subdivision was prepared with the benefit of a TBD Title Commitment prepared by Land Title Guarantee Company (Old Republic National Title Insurance Company) Order No. FOI2519485, effective date December 15, 2022. No further easement and/or right of way research, other than shown on this Plat, was requested by the client or performed by Intermill Land Surveying, Inc. for the preparation of this survey.
- RIGHT TO FARM STATEMENT:** The Town of Berthoud has adopted a "Right to Farm" policy. All new and existing residents are expected to read and understand the policy. For a copy of the policy, please contact the Town of Berthoud.
- SITE SPECIFIC DEVELOPMENT PLAN:** This plan constitutes a site specific development plan as defined in Article 68 of Title 24, C.R.S., as amended, and Chapter 30 of the Berthoud Development Code available at the Berthoud Town Hall, 807 Mountain Ave., Berthoud, Colorado 80513.
- According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- FLOOD ZONE NOTE:** Per the Federal Emergency Management Agency (FEMA) Flood Zone Mapping (Map 08069C1387H, effective 01/15/2021, panel 1387 of 1420), the property appears to be located in an "area of minimal flood hazard", Zone X.

BASIS OF BEARINGS STATEMENT:

Basis of Bearings for this Plat are based on the record bearing of N89°42'45"E on the North line of the Northeast Quarter of Section 24, Township 4 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado, Record bearing derived from the Final Plat of The Farmstead, Town of Berthoud, County of Larimer, State of Colorado as filed for record April 1, 2019 in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado at Reception Number 20190016179. Note: Monumentation of said line as shown hereon.

APPROVAL CERTIFICATES:

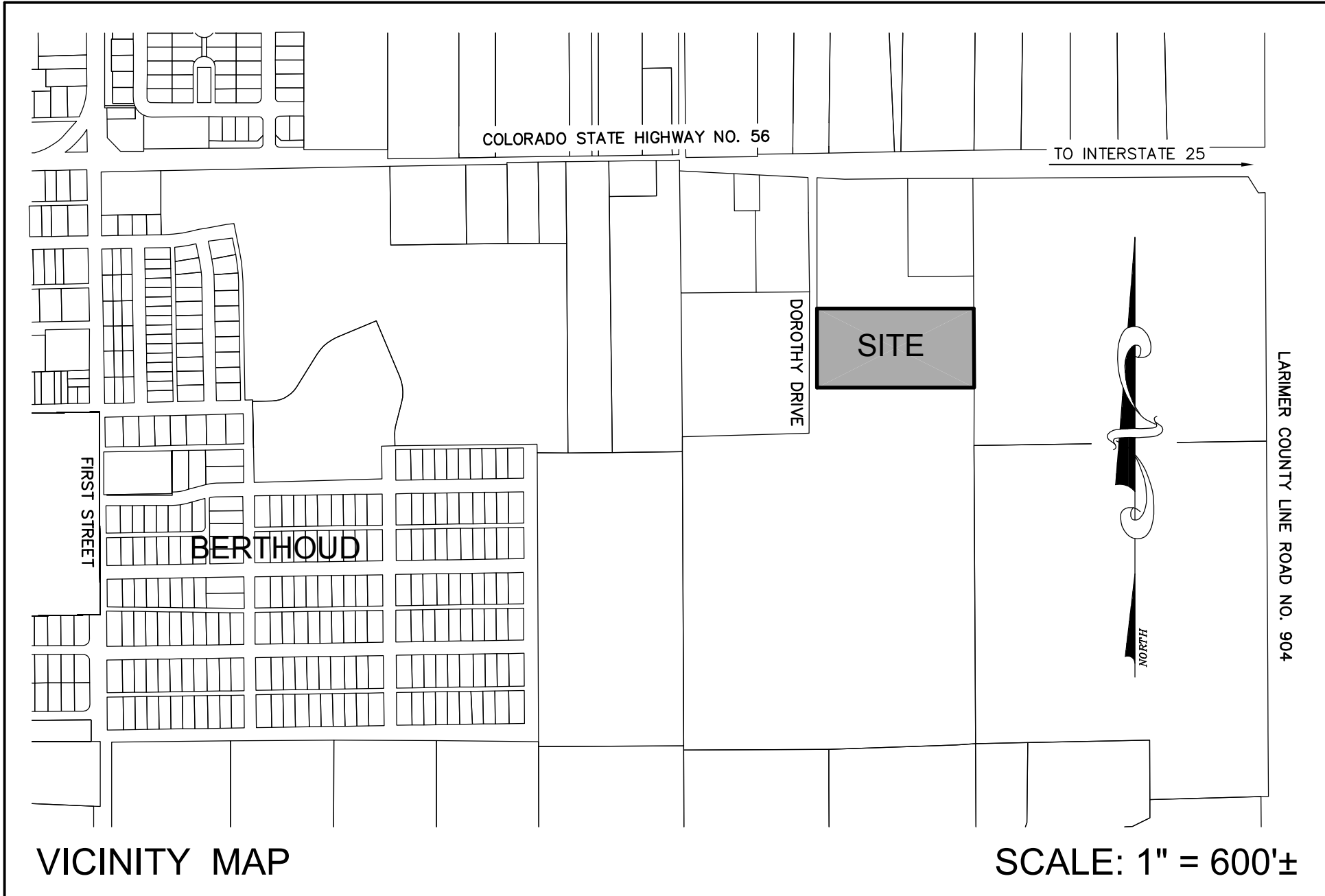
Approved by the Town of Berthoud, Colorado, this ____ day of _____, A.D., 20____.

Mayor

The foregoing plat is approved for filing and accepted by the Town of Berthoud, Colorado, this ____ day of _____, A.D., 20____.

ATTEST:

Town Clerk



LEGAL DESCRIPTION AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners those portions of the Northwest Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 69 West of the 6th Principal Meridian, Town of Berthoud, County of Larimer, State of Colorado, more particularly described as follows:

That portion of O'MALLEY GLEN ANNEXATION, Town of Berthoud, County of Larimer, State of Colorado; and Tract 6, THE FARMSTEAD, Town of Berthoud, County of Larimer, State of Colorado situate in the Northwest Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 69 West of the 6th Principal Meridian, Town of Berthoud, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the Northeast Quarter of Section 24, Township 4 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado as bearing North 89°42'45" East and with all bearings contained herein relative thereto:

Beginning at the North One-Quarter corner of said Section 24; thence along the West line of the Northwest Quarter of the Northeast Quarter of said Section 24, South 00°03'24" East 48.46 feet, more or less, to the Northwest corner of the O'MALLEY GLEN SECOND ANNEXATION to the said Town of Berthoud; said point also being a point on the Southerly Right-of-Way line for Colorado State Highway No. 56; thence departing said West line of the Northwest Quarter of the Northeast Quarter of said Section 24 and along the North line of said O'MALLEY GLEN SECOND ANNEXATION and along the North line of the O'MALLEY GLEN ANNEXATION, to the Town of Berthoud, Colorado and along the North line of THE FARMSTEAD to the Town of Berthoud, Colorado and along said Southerly Right-of-Way line for Colorado State Highway No. 56, South 86°35'48" East 749.34 feet; thence continuing along said North line of said O'MALLEY GLEN ANNEXATION and continuing along said Southerly Right-of-Way line for Colorado State Highway No. 56, North 89°38'35" East 295.56 feet, more or less, to the Northwest corner of Lot 3, AMENDED PLAT OF BEBO M.R.D. NO. S-76-87 to Larimer County, Colorado; thence departing said North line of said O'MALLEY GLEN ANNEXATION and departing said Southerly Right-of-Way line for Colorado State Highway No. 56 and along West line of said Lot 3, AMENDED PLAT OF BEBO M.R.D. NO. S-76-87, South 00°05'41" East 442.95 feet, more or less, to the Southwest corner of said Lot 3, AMENDED PLAT OF BEBO M.R.D. NO. S-76-87; thence along the South line of said Lot 3, AMENDED PLAT OF BEBO M.R.D. NO. S-76-87 North 89°38'35" East 295.01 feet, more or less, to the Southeast corner of said Lot 3, AMENDED PLAT OF BEBO M.R.D. NO. S-76-87; said point also being a point on the East line of the West Half of the Northeast Quarter of said Section 24; thence along said East line of the West Half of the Northeast Quarter of said Section 24, South 00°05'41" East 141.43 feet to the TRUE POINT OF BEGINNING; thence continuing along said East line of the West Half of the Northeast Quarter of said Section 24, South 00°05'41" East 362.00 feet, more or less, to the Northeast corner of Tract 5, of said THE FARMSTEAD; thence along the North line of said Tract 5, of said THE FARMSTEAD, North 89°50'08" West 720.43 feet, more or less, to the Southwest corner of Tract 6, of said THE FARMSTEAD said point also being on the East Right-of-Way line of Dorothy Drive; thence along the West line of said Tract 6, of said THE FARMSTEAD and along the East Right-of-Way line of said Dorothy Drive, North 00°10'08" East 362.00 feet; thence departing the West line of said Tract 6, of said THE FARMSTEAD and departing the East Right-of-Way line of said Dorothy Drive, South 89°50'08" East 718.76 feet, more or less, to a point on the East line of the West Half of the Northeast Quarter of said Section 24 and the TRUE POINT OF BEGINNING.

Containing an area of 260,490.5 Square Feet or 5.98 Acres, more or less.

Have laid out, platted, and subdivided the above described land, under the name and style of HARVEST 47 SUBDIVISION, and by these presents do dedicate to the Town of Berthoud in fee simple the street and public rights-of-way as shown on the plat, and grants to the Town of Berthoud such easements as are created hereby and depicted or, by note, referenced hereon, along with the right to install, maintain, replace and operate mains, transmission lines, service lines, and appurtenances, either directly or through the various public utilities, as may be necessary to provide such utility, cable television, water, electric, natural gas and sanitary services within this subdivision or property contiguous thereto, though, over, under, and across streets, utility and other easements, and other public places as shown on the plat.

OWNER(S): LAWRENCE L. BEBO and JACQUELYN D. BEBO

Lawrence L. Bebo

Jacquelyn D. Bebo

STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing certificate of ownership was acknowledged before me this ____ day of _____, 20____, by Lawrence L. Bebo and Jacquelyn D. Bebo.

Witness my hand and official seal.

My commission expires _____

Notary Public

LAND SURVEYOR'S CERTIFICATE:

I, Steven John Stencel, a Registered Land Surveyor in the State of Colorado, do hereby certify that the survey of HARVEST 47 SUBDIVISION was made under my supervision and the accompanying plat accurately and properly shows said subdivision and is in compliance with the Subdivision Regulations of the Town of Berthoud.

PREPARED BY AND ON BEHALF OF:

INTERMILL LAND SURVEYING, INC.
1301 North Cleveland Avenue
Loveland, Colorado 80537
P: (970) 669-0516

Steven John Stencel
Colorado PLS No. 30462

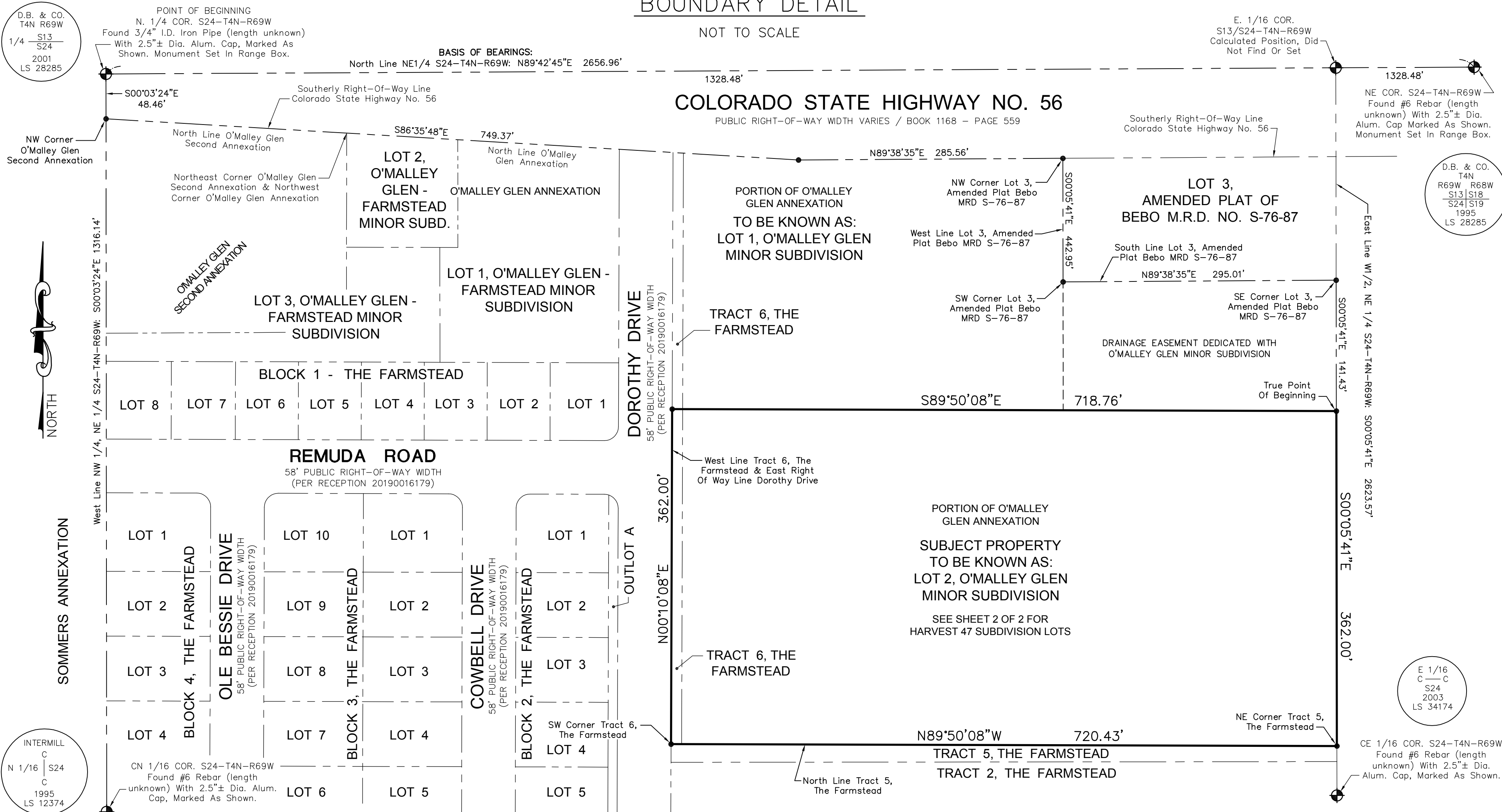
Date: _____

LARIMER COUNTY CLERK AND RECORDER CERTIFICATE:

The foregoing plat is approved for filing and accepted by the County of Larimer, Colorado, this ____ day of _____, A.D., 20____.

ATTEST:

County Clerk



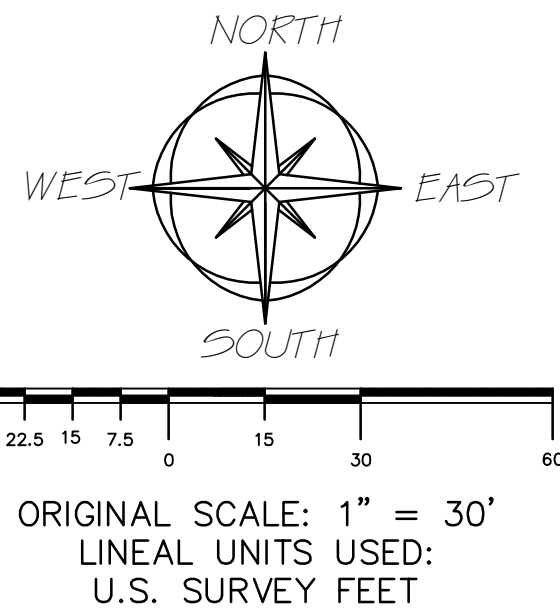
INTERMILL LAND SURVEYING, INC.

1301 NORTH CLEVELAND AVENUE
LOVELAND, COLORADO 80537
BUS. (970) 669-0516 / FAX (970) 635-9775

LARRY and JACKIE BEBO

PRELIMINARY PLAT FOR
HARVEST 47 SUBDIVISION
TO THE TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO

DRAWN BY: JEB
CHECKED BY: _____
APPROVED BY: _____
DATE: 12/23/2022
SCALE: 1" = 30'
PROJECT NO.: P-08-6486
SHEET 1 OF 2



PRELIMINARY PLAT FOR HARVEST 47 SUBDIVISION

BEING A SUBDIVISION OF LOT 2, O'MALLEY GLEN MINOR SUBDIVISION, SITUATE IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO.

BLOCK 1,
THE FARMSTEAD

LOT 1

REMUDA ROAD

58' PUBLIC RIGHT-OF-WAY WIDTH
(PER RECEPTION 20190016179)

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

DOROTHY DRIVE

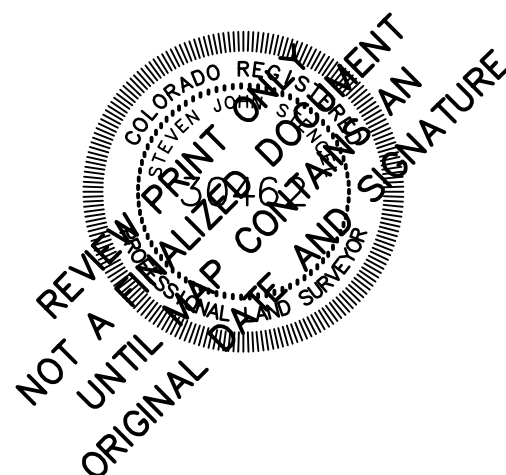
58' PUBLIC RIGHT-OF-WAY
(PER RECEPTION 20190016179)

BLOCK 2, THE FARMSTEAD

OUTLOT A

PREPARED BY AND ON BEHALF OF:
INTERMILL LAND SURVEYING, INC.
1301 North Cleveland Avenue
Loveland, Colorado 80537
P: (970) 669-0516

Steven John Stencel
Colorado PLS No. 30462
Date: _____



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

LOT 1, O'MALLEY GLEN MINOR SUBDIVISION

BLOCK ONE

LOT 1

±5420 S.F.

LOT 2

±4827 S.F.

LOT 3

±4212 S.F.

LOT 4

±7545 S.F.

LOT 5

±7671 S.F.

LOT 6

±7671 S.F.

LOT 7

±4823 S.F.

LOT 8

±4823 S.F.

LOT 9

±4823 S.F.

LOT 10

±7771 S.F.

LOT 11

±4773 S.F.

LOT 12

±4773 S.F.

LOT 13

±5487 S.F.

LOT 1

±8318 S.F.

LOT 2

±6445 S.F.

LOT 3

±6444 S.F.

LOT 4

±6443 S.F.

LOT 5

±6392 S.F.

LOT 6

±9458 S.F.

LOT 7

±7636 S.F.

LOT 8

±7065 S.F.

LOT 9

±7000 S.F.

LOT 10

±7000 S.F.

LOT 11

±7000 S.F.

LOT 12

±7000 S.F.

LOT 13

±7000 S.F.

LOT 14

±7000 S.F.

LOT 15

±7000 S.F.

LOT 16

±7235 S.F.

LOT 1

±8318 S.F.

LOT 2

±6445 S.F.

LOT 3

±6444 S.F.

LOT 4

±6443 S.F.

LOT 5

±6392 S.F.

LOT 6

±9458 S.F.

LOT 7

±7636 S.F.

LOT 8

±7065 S.F.

LOT 9

±7000 S.F.

LOT 10

±7000 S.F.

LOT 11

±7000 S.F.

LOT 12

±7000 S.F.

LOT 13

±7000 S.F.

LOT 14

±7000 S.F.

LOT 15

±7000 S.F.

LOT 16

±7235 S.F.

TRACT 2, THE FARMSTEAD

TRACT 5, THE FARMSTEAD

LINE TABLE		
LINE	BEARING	LENGTH
L1	N45°10'47"E	14.15'
L2	N44°49'13"W	14.14'
L3	N45°10'47"E	14.15'
L4	S89°50'08"E	26.00'
L5	N45°02'05"E	14.11'
L6	N44°49'13"W	14.14'
L7	N45°10'47"E	14.15'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	BEARING
C1	42°02'28"	165.00'	121.07'	N68°48'32"W
C2	42°02'50"	165.00'	121.09'	S68°48'43"E
C3	29°15'58"	194.00'	99.09'	N75°11'47"W
C4	05°44'49"	194.00'	19.46'	N50°39'42"W
C5	42°02'28"	136.00'	99.79'	N68°48'32"W
C6	42°02'50"	136.00'	99.81'	S68°48'43"E
C7	42°02'50"	194.00'	142.37'	S68°48'43"E
C8	04°35'16"	136.00'	10.89'	S50°04'56"E
C9	17°21'53"	136.00'	41.22'	S61°03'31"E
C10	20°05'40"	136.00'	47.70'	S79°47'18"E
C11	13°37'04"	194.00'	46.11'	S54°35'50"E
C12	15°48'53"	194.00'	53.55'	S69°18'49"E
C13	12°36'53"	194.00'	42.71'	S83°31'42"E

INTERMILL LAND SURVEYING, INC.

1301 NORTH CLEVELAND AVENUE
LOVELAND, COLORADO 80537

CLIENT: LARRY and JACKIE BEBO

PRELIMINARY PLAT FOR
HARVEST 47 SUBDIVISION

TO THE TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO

DRAWN BY: JEB

CHECKED BY:

APPROVED BY:

DATE: 12/23/2022

SCALE: 1" = 30'

PROJECT NO.:

P-08-6486

SHEET

OF

2

2

REVISIONS:		DATE:	BY:
1.	Per Town of Berthoud Comments Dated 07/16/2023.	07/10/2023	JEB

PRELIMINARY PLAT FOR HARVEST 47 SUBDIVISION

Harvest 47

735 E. Highway 56, Berthoud, CO

Traffic Letter

KE Job #2021-056

Prepared for:

i2 Consultants
16911 Potts Place
Mead, CO

Prepared by:



KELLAR ENGINEERING

skellar@kellarengineering.com
970.219.1602 phone



December 3, 2021
Sean K. Kellar, PE, PTOE

This document, together with the concepts and recommendations presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization from Kellar Engineering LLC shall be without liability to Kellar Engineering LLC.

1.0 Introduction

The purpose of this Traffic Generation Letter (Traffic Letter) is to evaluate the traffic generated by the proposed project located at 735 E. Highway 56 in Berthoud, CO.

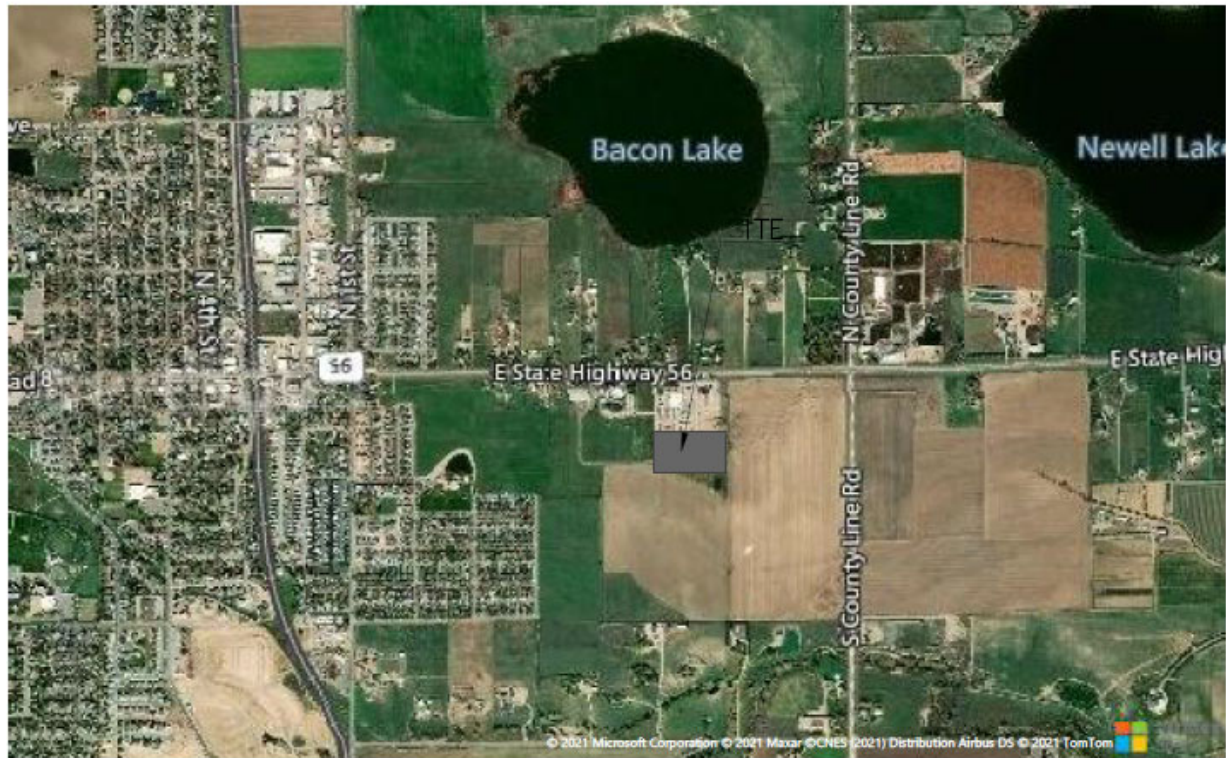
2.0 Proposed Development

The proposed project consists of 28 single-family homes. See Table 1: Trip Generation and Figure 2: Site Plan.

3.0 Trip Generation

Site generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the *Trip Generation Report* published by the Institute of Transportation Engineers (ITE). ITE has established trip generation rates in nationwide studies of similar land uses. For this study, Kellar Engineering LLC (KE) used the *ITE 10th Edition Trip Generation Report* average trip rates. Per the ITE, the proposed project is anticipated to generate approximately 264 daily trips, 21 AM total peak hour trips, and 28 PM total peak hour trips. See Table 1: Trip Generation.

Figure 1: Vicinity Map



VICINITY MAP

Figure 2: Site Plan

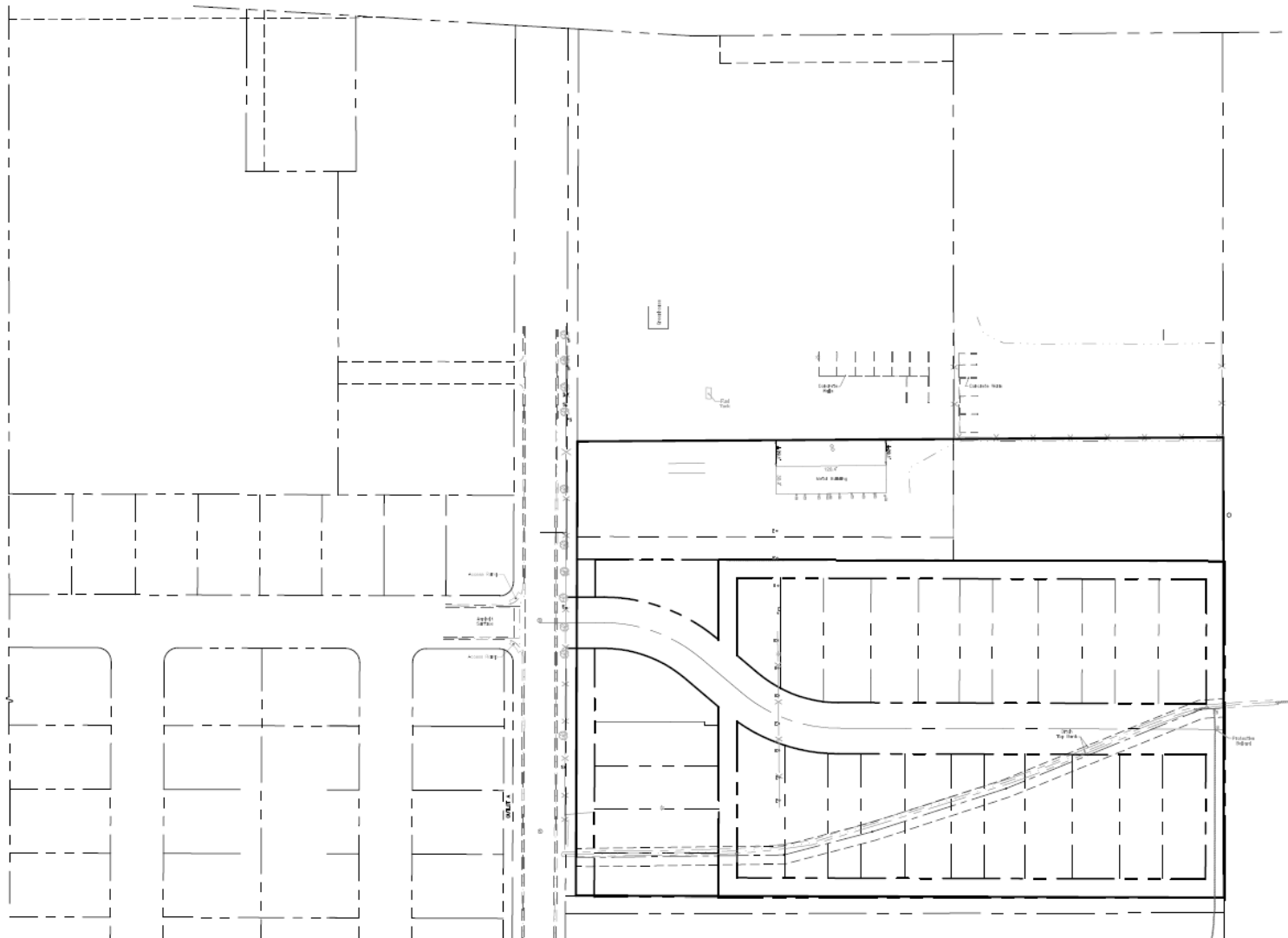


Table 1: Trip Generation (ITE Trip Generation, 10th Edition)

ITE Code	Land Use	Size	Average Daily Trips		AM Peak Hour Trips						PM Peak Hour Trips					
			Rate	Total	Rate	% In	In	% Out	Out	Total	Rate	% In	In	% Out	Out	Total
210	Single Family	28 DU	9.44	264	0.74	25%	5	75%	16	21	0.99	63%	18	37%	10	28
Total				264			5		16	21			18		10	28

DU = Dwelling Units

4.0 Appropriateness

Access to the project site is proposed from a local street internal to a subdivision and not from an arterial roadway. Site access should be taken, when available, on the road of lower classification as proposed with the current project. Therefore, the access to the project site is appropriate based upon the existing road network and location of the project site. The proposed project consists of 28 single-family homes. The adjacent neighborhood also consists of single-family residential homes. The project's site generated traffic is low and the existing transportation network is appropriate to accommodate the proposed project's traffic.

5.0 Conclusions

Based upon the review of the project's low trip generation and location, it can be determined that the proposed use is appropriate from a traffic engineering perspective. The trip generation, site location, land use, and size is appropriate from a traffic engineering perspective.

- Per the ITE, the proposed project generates 264 daily trips, 21 AM total peak hour trips, and 28 PM total peak hour trips. See Table 1: Trip Generation.
- The project's proposed access is appropriate from a traffic engineering standpoint.
- The existing roadway improvements are appropriate to accommodate the proposed project's traffic.



APPENDIX:



Single-Family Detached Housing (210)

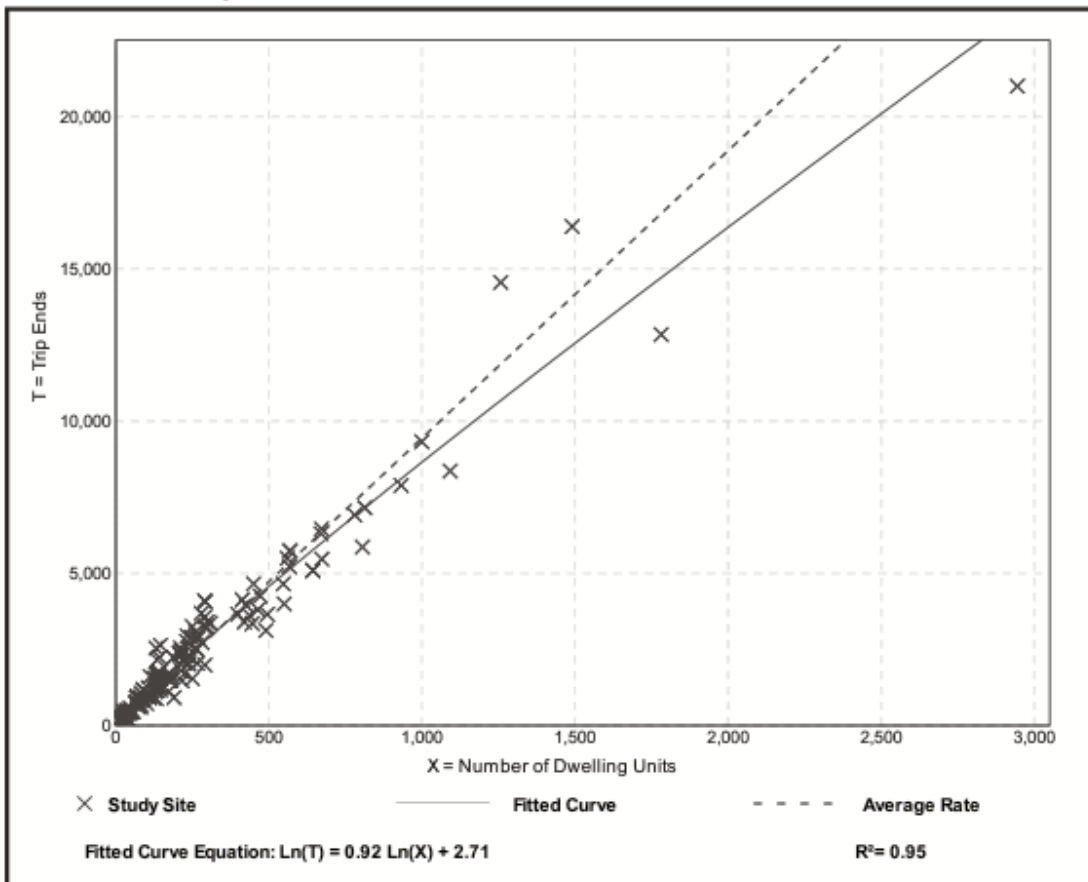
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 159
Avg. Num. of Dwelling Units: 264
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.44	4.81 - 19.39	2.10

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 173

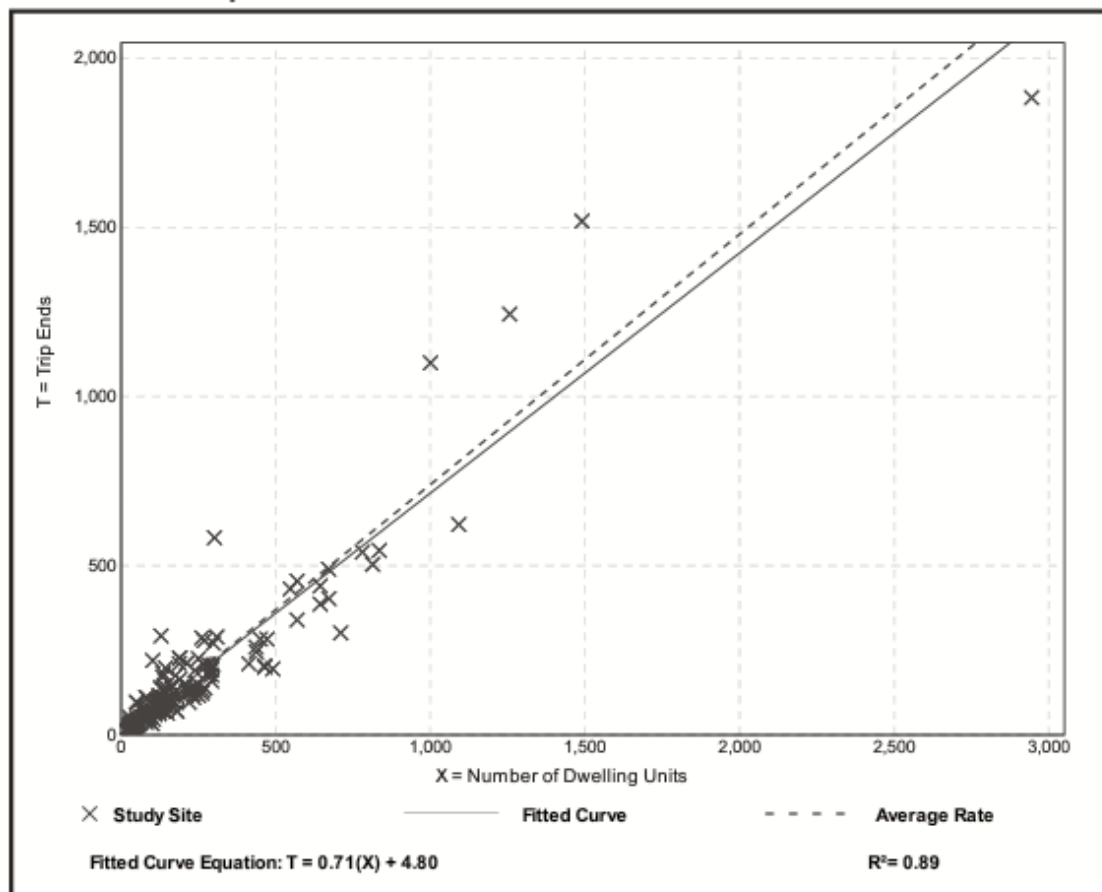
Avg. Num. of Dwelling Units: 219

Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.74	0.33 - 2.27	0.27

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 190

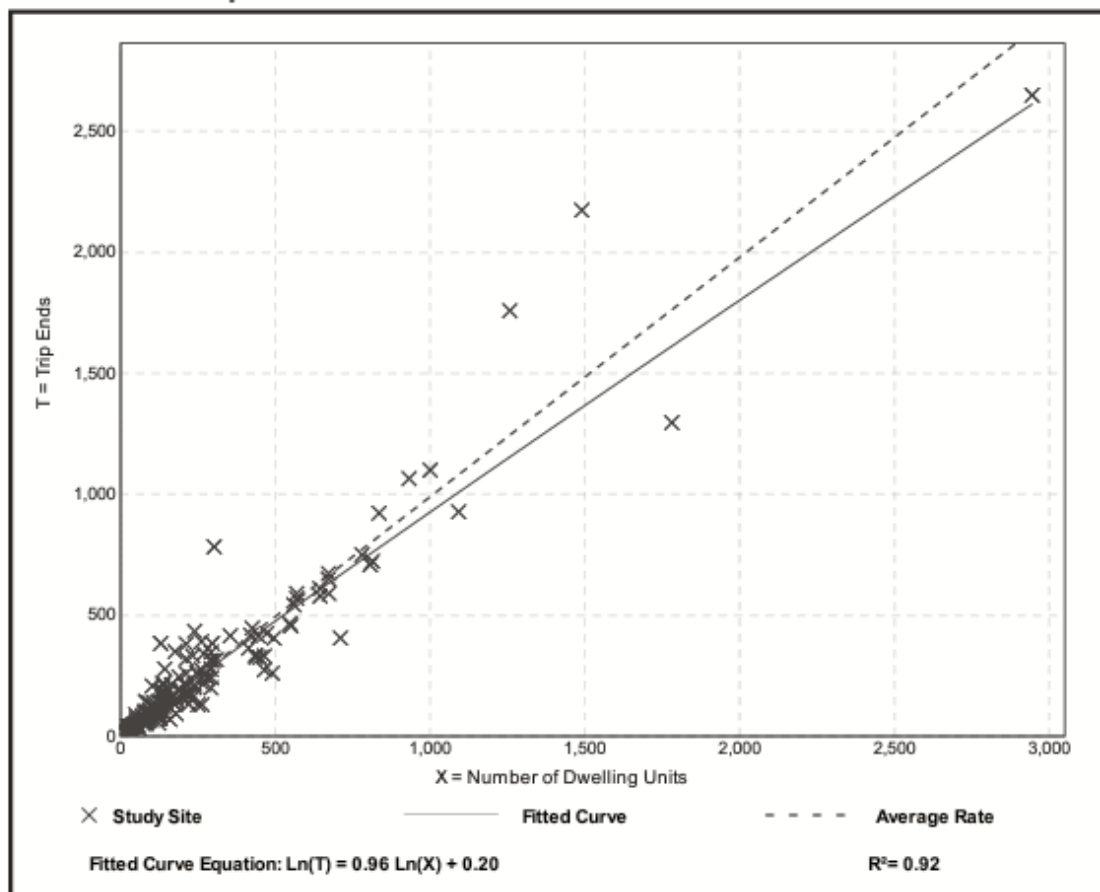
Avg. Num. of Dwelling Units: 242

Directional Distribution: 63% entering, 37% exiting

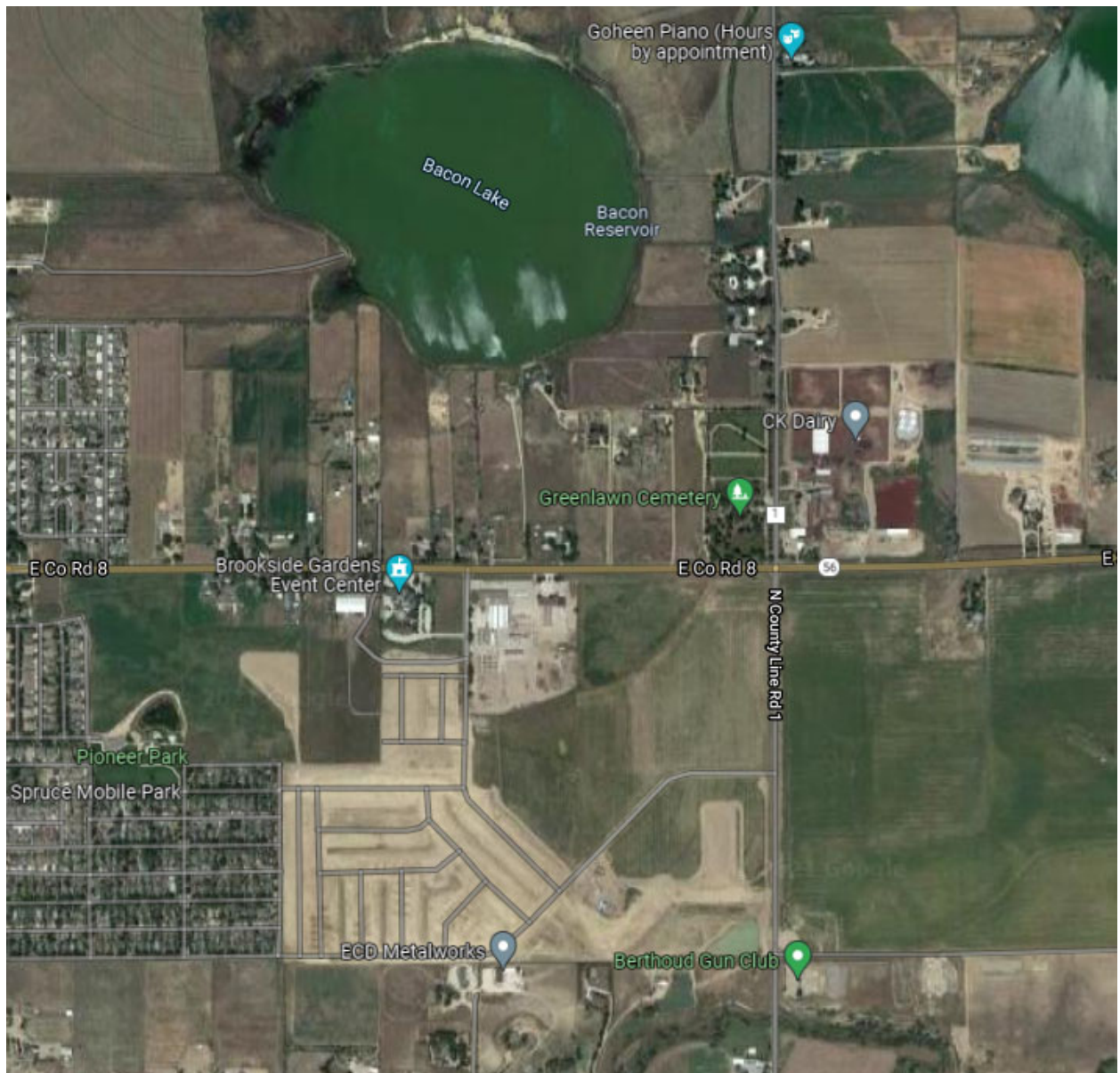
Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.99	0.44 - 2.98	0.31

Data Plot and Equation



Aerial Photo





Sean Kellar, PE, PTOE

Principal Engineer

Education

B.S., Civil Engineering, Arizona State University – Tempe, AZ

Registration

Colorado, Professional Engineer (PE)
Wyoming, Professional Engineer (PE)
Arizona, Professional Engineer (PE)
Kansas, Professional Engineer (PE)
Missouri, Professional Engineer (PE)
Professional Traffic Operations Engineer (PTOE)

Professional Memberships

Institute of Transportation Engineers (ITE)

Industry Tenure

22 Years

Sean's wide range of expertise includes: transportation planning, traffic modeling, roadway design, bike and pedestrian facilities, traffic impact studies, traffic signal warrant analysis, parking studies, corridor planning and access management. Sean's experience in both the private and public sectors; passion for safety and excellence; and strong communication and collaboration skills can bring great value to any project. Prior to starting Kellar Engineering, Sean was employed at the Missouri Department of Transportation (MoDOT) as the District Traffic Engineer for the Kansas City District. Sean also worked for the City of Loveland, CO for over 10 years as a Senior Civil Engineer supervising a division of transportation/traffic engineers. While at the City of Loveland, Sean managed several capital improvement projects, presented several projects to the City Council and Planning Commission in public hearings, and managed the revisions to the City's Street Standards. Sean is also proficient in Highway Capacity Software, Synchro, PT Vissim, Rodel, GIS, and AutoCAD.



WORK EXPERIENCE:

Kellar Engineering, Principal Engineer/President – January 2016 – Present

Missouri Department of Transportation, District Traffic Engineer, Kansas City District – June 2015 – January 2016

City of Loveland, Colorado, Senior Civil Engineer, Public Works Department – February 2005 – June 2015

Kirkham Michael Consulting Engineers, Project Manager - February 2004 – February 2005

Dibble and Associates Consulting Engineers, Project Engineer – August 1999 – February 2004

PRELIMINARY DRAINAGE & EROSION CONTROL REPORT

HARVEST 47

Berthoud, CO

February 20, 2023

Prepared for:

L & J Bebo

PO Box W

Berthoud, CO 80513

Prepared by:

i2 Consultants, Inc.

16911 Potts Place

Mead, CO 80542

Phone: 970.217.9148

Project Number: 1053-1



i2 Consultants, Inc.

February 20, 2023

16911 Potts Place, Mead, CO
970.217.9148
troy@i2-consultants.com

Mr. Noah Nemmers, PE
Baseline Engineering Corporation
112 N. Rubey Drive, #210
Golden, CO 80403
c/o Town of Berthoud

RE: Preliminary Drainage & Erosion Control Report for Harvest 47
Berthoud, CO

Dear Mr. Nemmers:

We are pleased to present this Preliminary Drainage & Erosion Control Report for Harvest 47 for your review and approval. This report has been prepared in general accordance with the *Town of Berthoud Engineering and Infrastructure Design Standards and Construction Specifications, dated October 2021* (Design Standards) and Larimer County Storm Drainage Standards.

We look forward to your favorable review of this project and report. Please do not hesitate to contact our office if you have any questions.

Sincerely,

i2 Consultants, Inc.

Troy W. Campbell, PE
Senior Project Engineer

i2 Consultants, Inc.

RESPONSIBLE PARTY CERTIFICATION

L. & J. Bebo, hereby certifies that the drainage facilities for Harvest 47, Berthoud, CO will be constructed according to the design presented in this report. I understand that the Town of Berthoud does not and shall not assume liability for the drainage facilities designed and/or certified by my engineer. I understand that the Town of Berthoud reviews drainage plans but cannot, on behalf of Harvest 47, Berthoud, CO, guarantee that the final drainage design review will absolve L. & J. Bebo and/or their successors and/or assigns of future liability for improper design. I further understand that approval of the Plat and/or Development Permit does not imply approval of my engineer's drainage design.

Attest:

L. Bebo

Authorized Signature

ENGINEER'S CERTIFICATION

I, Troy W. Campbell, hereby certify that this report (plan) for the drainage design of Harvest 47, Berthoud, CO was prepared by me (or under my direct supervision) in accordance with the provisions of the Town of Berthoud Standards and Specifications for the Design and Construction of Public and Private Improvements for the Responsible Parties thereof. I understand that the Town of Berthoud does not and shall not assume liability for drainage facilities designed by others.

Registered Professional Engineer
State of Colorado No. 41159
(Seal)

Preliminary Drainage & Erosion Control Report

Harvest 47

Located within the Northwest Quarter of Section 24,
Township 4 North, Range 69 West of the 6th P.M.
Town of Berthoud, County of Larimer, State of Colorado

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B. Description of Property	
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I. GENERAL LOCATION AND DESCRIPTION

A. Site Location:

The subject site is located in the northwest quarter of Section 24, Township 4 North, Range 69 West, of the 6th Principal Meridian, Town of Berthoud, County of Larimer, State of Colorado. Furthermore, the project is located south of Highway 56, east of Dorothy Drive and west of County Line Road.

B. Site Description:

The subject site is roughly 6.0 acres and is currently undeveloped.

The proposed development will consist of single-family lots, roadway, alleys, sidewalks and landscaping.

Detention and water quality for the subject site will be to the north of the subject site.

The site to the west has been developed and contains single family lots. The area to the south and east is currently being developed as multi-family and single-family lots.

According to the Natural Resources Conversation Service (NRCS) Web Soil Survey, the native soils in this area are:

- Nunn Clay Loam, 0 to 1 percent slopes (Map Unit Symbol #73), which is a Type C soil.
- Wiley Silt Loam, 1 to 3 percent slopes (Map Unit Symbol #118), which is a Type B soil.

Please refer to the NRCS soils information in the Appendix.

There are no irrigation facilities within the subject property boundary. An abandoned irrigation ditch has been removed from the property.

C. Proposed Project Description:

The subject site consists of roughly 6.0 acres and the subject development will be constructed in one phase. The subject project will consist of single-family lots, roadway section, alley and landscaping.

D. Flood Hazard and Relevant Drainage Studies:

The site is shown on FEMA panel 08069C1391H, effective 01/15/2021. The subject site is located with Zone X of the FEMA panel.

Relevant drainage studies for this area include the *Drainage Investigation for L&M Enterprises – MRD*, prepared by Messner Engineering Associates, dated October 11, 1990, as well as the *Preliminary Drainage Report for The Farmstead Third Filing*, prepared by Northern Engineering, dated August 10, 2022.

II. DRAINAGE BASIN

A. Overall Drainage Basin:

Related documents for the subject site are provided below:

- *Drainage Investigation for L&M Enterprises – MRD*, prepared by Messner Engineering Associates, dated October 11, 1990;
- *Preliminary Drainage Report for The Farmstead Third Filing*, prepared by Northern Engineering, dated August 10, 2022.

B. Sub-basin and Site Drainage:

The proposed site is currently undeveloped and the site runoff currently flows from west to northeast and west to southeast.

The subject site has previously been studied in the report prepared by Messner Engineering Associates and has also been included in previous drainage reports for The Farmstead development.

There is no off-site runoff that reaches the subject site.

III. DRAINAGE DESIGN CRITERIA

A. Regulations:

This report has been prepared in general accordance with the Town of Berthoud Design Standards, Larimer County Storm Drainage Standards, the Mile High Flood Control District/*Urban Storm Drainage Criteria Manual (USDCM)* and the *Drainage Investigation for L&M Enterprises – MRD*, prepared by Messner Engineering Associates, dated October 11, 1990.

B. Development Criteria Reference and Constraints:

The study area is currently undeveloped and vacant land.

The increase in runoff from the proposed development will be routed through the onsite and off-site detention facilities.

C. Hydrological Criteria:

Drainage design is in accordance with the Town of Berthoud Design Standards, Larimer County Stormwater Design Standards criteria, as well as the USDCM.

The design storms for this project are the 2-year and the 100-year recurrence intervals. Runoff is calculated using the Rational Method since all basins are smaller than 160 acres. The Rational Method calculations are computed by the following:

$$Q = ciA \quad \text{where:} \quad \begin{array}{ll} Q & = \text{Runoff in cubic feet per second} \\ c & = \text{Calculated runoff coefficient for design event} \\ i & = \text{Storm intensity in inches/hour} \\ A & = \text{Basin area in acres} \end{array}$$

Rational calculations were prepared using *Peak Runoff Prediction by the Rational Method, Version 2.00*, released May 2017, Urban Drainage and Flood Control District.

D. Hydraulic Criteria:

Proposed hydraulic calculations were prepared using *Hydraflow Express Extension for AutoDesk Civil 3D* as well as the *Detention Basin Volume Estimating Workbook, Version 2.35, Released January 2015*, by Urban Drainage and Flood Control District. Refer to the Appendix, Hydraulic Calculations for additional information as well as the Drainage Plan.

E. Variances from Criteria:

No variances are requested with the subject development.

IV. DRAINAGE FACILITY DESIGN

A. General Concept:

The drainage patterns associated with the proposed improvements are generally consistent, to the extent practical and reasonable, with the existing topography, adjacent development and previous drainage investigation for the subject property.

The estimated runoff for the site was determined using the Rational Method, as detailed above. Based on the direction of flow and existing drainage features the subject site has been divided into three (3) onsite drainage basins.

B. Specific Details:

The drainage analysis for the subject area and the layout of the basins corresponds with the proposed drainage conditions to the extent practical. Due to the proposed development, there are some differences between the previously designed basins and proposed basins due to the required layout, surrounding development and grading of the site.

Basin A

Basin A is the western portion of the site and will contain the front portion of residential lots. The proposed drainage pattern for this basin is generally from east to west and then south along Dorothy Drive. Runoff will be conveyed via curb & gutter to the south in Dorothy Drive.

Basin B

Basin B is in the southern portion of the site and will contain the rear/back portion of residential lots. The proposed drainage pattern for this basin is generally from north to south and then east in the alley along the common lot line for Harvest 47 and The Farmstead. Runoff will be conveyed to The Farmstead storm system and detained off-site.

Basin C

Basin C contains the majority of the subject site and consists of roughly 6 acres. Runoff will drain from the southwest to northeast to the proposed detention pond. Runoff will be detained and then released to The Farmstead storm system to the east of the subject site.

The proposed drainage from the subject site is not anticipated to have a negative impact on existing or proposed downstream facilities. Detention and water quality for Basin C will be provided onsite.

Basin C will be detained in the proposed detention pond and will be released to The Farmstead storm system at a 100-year flow of roughly 6 cfs. The release rate was previously determined in the *Drainage Investigation for L&M Enterprises – MRD*, prepared by Messner Engineering Associates, dated October 11, 1990. The proposed 100-year detention volume is roughly 0.51 ac-ft; water quality of 0.15 ac-ft is included within this 100-year volume. The detention pond will include an emergency overflow weir on the east side of the pond. The emergency overflow will be graded to convey flows to the east towards The Farmstead development.

C. Open Channel Flow

Common lot line swales between the single family lots will be necessary to convey developed runoff from the lots.

D. Storm Drainage Pipes

Storm drainage pipes will be utilized to convey runoff from the subject site to the proposed detention pond. The pipes will be sized to convey the 100-year event.

E. Sediment and Erosion Control

Several sediment and erosion control measures will be incorporated into the construction. The initial sediment and erosion control measures to be installed shall include silt fence, as well as vehicle tracking control. After the initial grading operations, sediment control logs shall be installed in onsite swales and rock socks within the curb and gutter adjacent to the subject site.

As construction progresses, there will be a location designated for a concrete washout area. After the onsite roadway has final surface stabilization, rock socks shall be installed along onsite the curb and gutter and remain until final overall development landscaping has been completed.

Inlet protection shall be installed around any onsite inlets and inlets immediately downstream of the subject site.

Additionally, any area that has been disturbed by construction activities and left exposed for more than fourteen (14) days, shall receive drilled seeding and straw mulch at 2 tons/acre, until permanent landscaping or ground cover has been provided.

All stormwater quality and sediment/erosion control measures shall be regularly inspected and maintained during and after the completion of construction. Furthermore, sufficient care shall be taken by the contractor with materials handling and storage.

The proposed measures for sediment and erosion control shall be updated as necessary during construction, as warranted by site conditions.

F. Maintenance of Drainage Facilities

The onsite drainage facilities shall be regularly inspected and maintained by the property owner or homeowner's association. The inspections should include a log for the date, items inspected, maintenance actions and any updates to the drainage system.

The facilities shall be maintained at any time that erosion occurs in order to mitigate possible future erosion and to mitigate material leaving the subject site. Furthermore, items such as onsite culverts and chases shall be cleaned and inspected on a regular basis.

Onsite vegetation shall be maintained and replanted if necessary to establish vegetated groundcover.

V. CONCLUSIONS

A. Compliance with Standards:

The drainage design is in general compliance with the Town of Berthoud Design Standards, Larimer County Storm Drainage Standards, the Mile High Flood Control District/*Urban Storm Drainage Criteria Manual (USDCM)* and the *Drainage Investigation for L&M Enterprises – MRD*, prepared by Messner Engineering Associates, dated October 11, 1990.

B. Drainage Concept:

The drainage patterns associated with the proposed improvements are generally consistent, to the extent practical and reasonable, with the design in the *Drainage Investigation for L&M Enterprises – MRD*, prepared by Messner Engineering Associates, dated October 11, 1990.

The drainage design for this project should not negatively impact improvements downstream or the existing storm system.

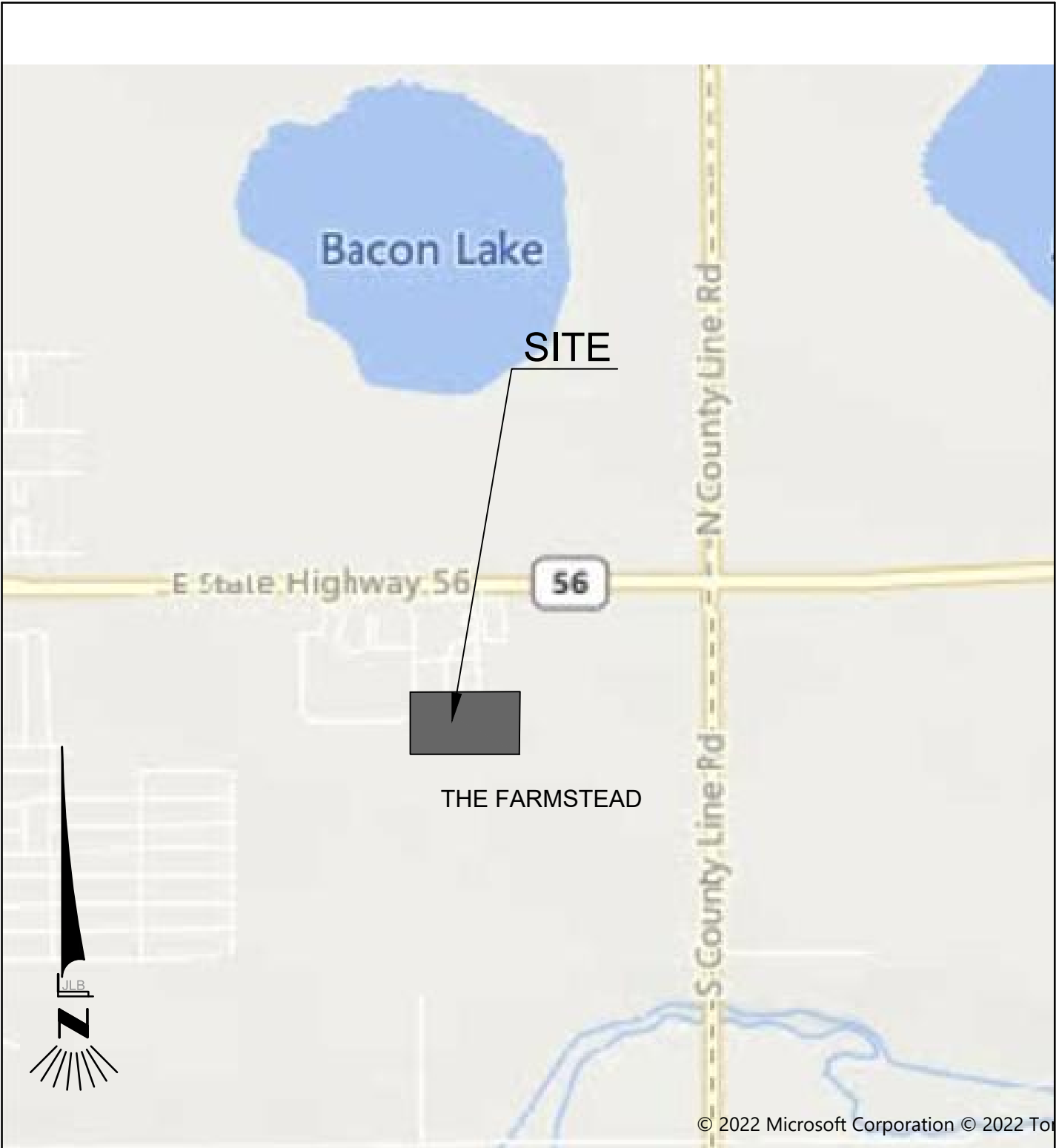
VI. REFERENCES

1. *Town of Berthoud Engineering and Infrastructure Design Standards and Construction Specifications, dated October 2021.*
2. *Larimer County Stormwater Design Standards (Addendum to the Urban Storm Drainage Criteria Manuals – Volumes 1, 2 and 3), adopted June 20, 2005.*
3. Urban Drainage and Flood Control District, Drainage Criteria Manual Volumes 1, Revised August 2018, Volume 2, Revised September 2017 and the Volume 3, dated November 2010 and Updated October 2019.
4. *Drainage Investigation for L&M Enterprises – MRD*, prepared by Messner Engineering Associates, dated October 11, 1990.
5. *Preliminary Drainage Report for The Farmstead Third Filing*, prepared by Northern Engineering, dated August 10, 2022.

VII.APPENDICIES

- ❑ Vicinity Map
- ❑ FEMA & Existing Geotechnical Information
- ❑ Hydrologic Calculations
- ❑ Hydraulic Calculations
- ❑ Excerpts from Previous Report
- ❑ Charts and Figures

Vicinity Map



VICINITY MAP

SCALE: 1" = 1,000'

i2
Consultants,
Inc.
16911 Potts Place
Mead, Colorado
970.217.9148

HARVEST 47

BERTHOUD, CO

CLIENT: BEBO
PROJECT NO: 1053-1
DATE: 12/19/2022
REVISED: -

SHEET: 1 OF 1

FEMA & Existing Geotechnical Information

National Flood Hazard Layer FIRMMette



B-1

105°4'W 40°18'26"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
OTHER FEATURES		Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

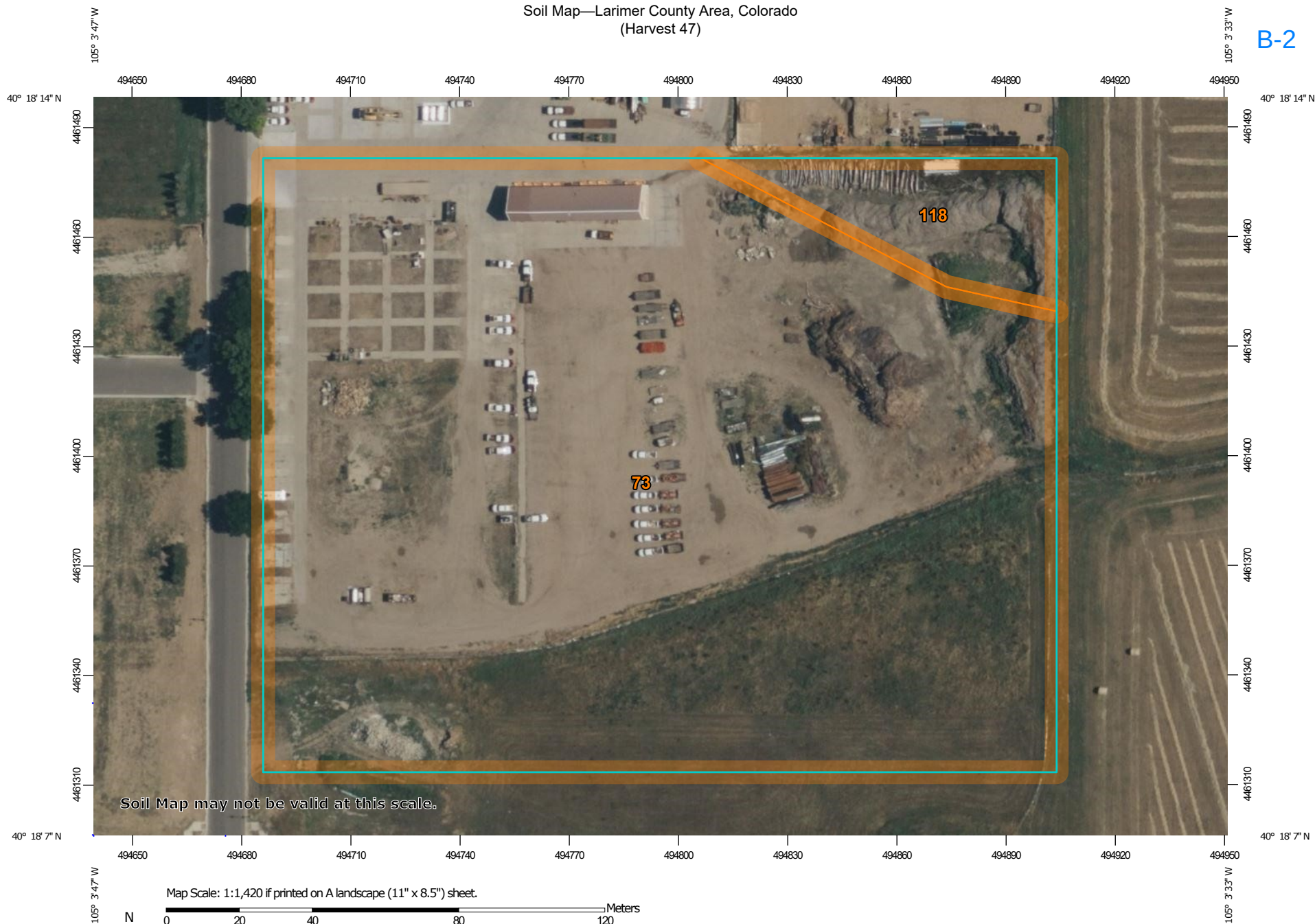
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **12/18/2022 at 1:11 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Soil Map—Larimer County Area, Colorado (Harvest 47)

B-2



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

12/18/2022
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Larimer County Area, Colorado

Survey Area Data: Version 17, Sep 7, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 2, 2021—Aug 25, 2021

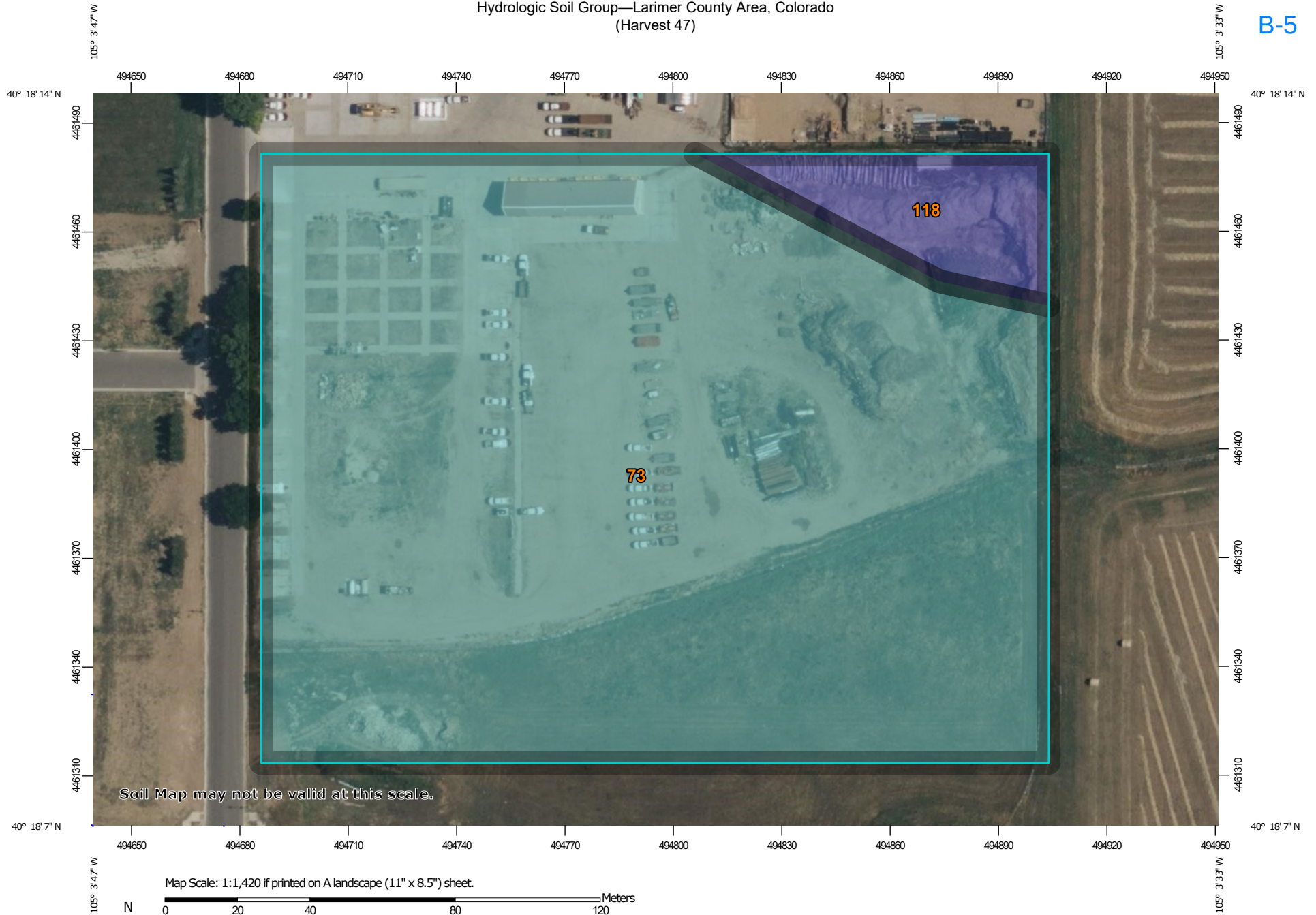
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
73	Nunn clay loam, 0 to 1 percent slopes	8.5	93.6%
118	Wiley silt loam, 1 to 3 percent slopes	0.6	6.4%
Totals for Area of Interest		9.1	100.0%

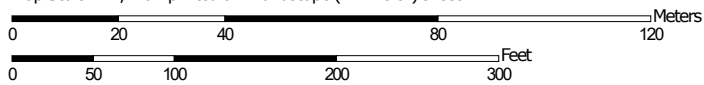
Hydrologic Soil Group—Larimer County Area, Colorado (Harvest 47)

B-5



Soil Map may not be valid at this scale.

Map Scale: 1:1,420 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

12/18/2022
Page 1 of 4

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Larimer County Area, Colorado
 Survey Area Data: Version 17, Sep 7, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 2, 2021—Aug 25, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
73	Nunn clay loam, 0 to 1 percent slopes	C	8.5	93.6%
118	Wiley silt loam, 1 to 3 percent slopes	B	0.6	6.4%
Totals for Area of Interest			9.1	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Hydrologic Calculations

Calculation of Peak Runoff using Rational Method

Designer: twc
Company: i2 Consultants, Inc.
Date: 2/15/2023
Project: Harvest 47
Location: Berthoud, CO

Version 2.00 released May 2017

Cells of this color are for required user-input
Cells of this color are for optional override values
Cells of this color are for calculated results based on overrides

$$t_i = \frac{0.395(1.1 - C_5)\sqrt{L_i}}{S_i^{0.33}}$$

$$t_t = \frac{L_t}{60K\sqrt{S_t}} = \frac{L_t}{60V_t}$$

Computed $t_c = t_i + t_t$

$$\text{Regional } t_c = (26 - 17i) + \frac{L_t}{60(14i + 9)\sqrt{S_t}}$$

$t_{\text{minimum}} = 5$ (urban)
 $t_{\text{minimum}} = 10$ (non-urban)

$$\text{Selected } t_c = \max\{t_{\text{minimum}}, \min(\text{Computed } t_c, \text{Regional } t_c)\}$$

Select UDFCD location for NOAA Atlas 14 Rainfall Depths from the pulldown list OR enter your own depths obtained from the NOAA website ([click this link](#))

1-hour rainfall depth, P1 (in) =	0.81	1.08	1.38	1.87	2.32	2.84	4.32
----------------------------------	------	------	------	------	------	------	------

Rainfall Intensity Equation Coefficients =	28.50	10.00	0.786
--	-------	-------	-------

$$I(in/hr) = \frac{a * P_1}{(b + t_c)^c}$$

$$Q(cfs) = CIA$$

[illegible]

Hydraulic Calculations

DETENTION VOLUME BY THE MODIFIED FAA METHOD

Project: Harvest 47

Basin ID: Site Detention (Basin C)

(For catchments less than 160 acres only. For larger catchments, use hydrograph routing method)
(NOTE: for catchments larger than 90 acres, CUHP hydrograph and routing are recommended)

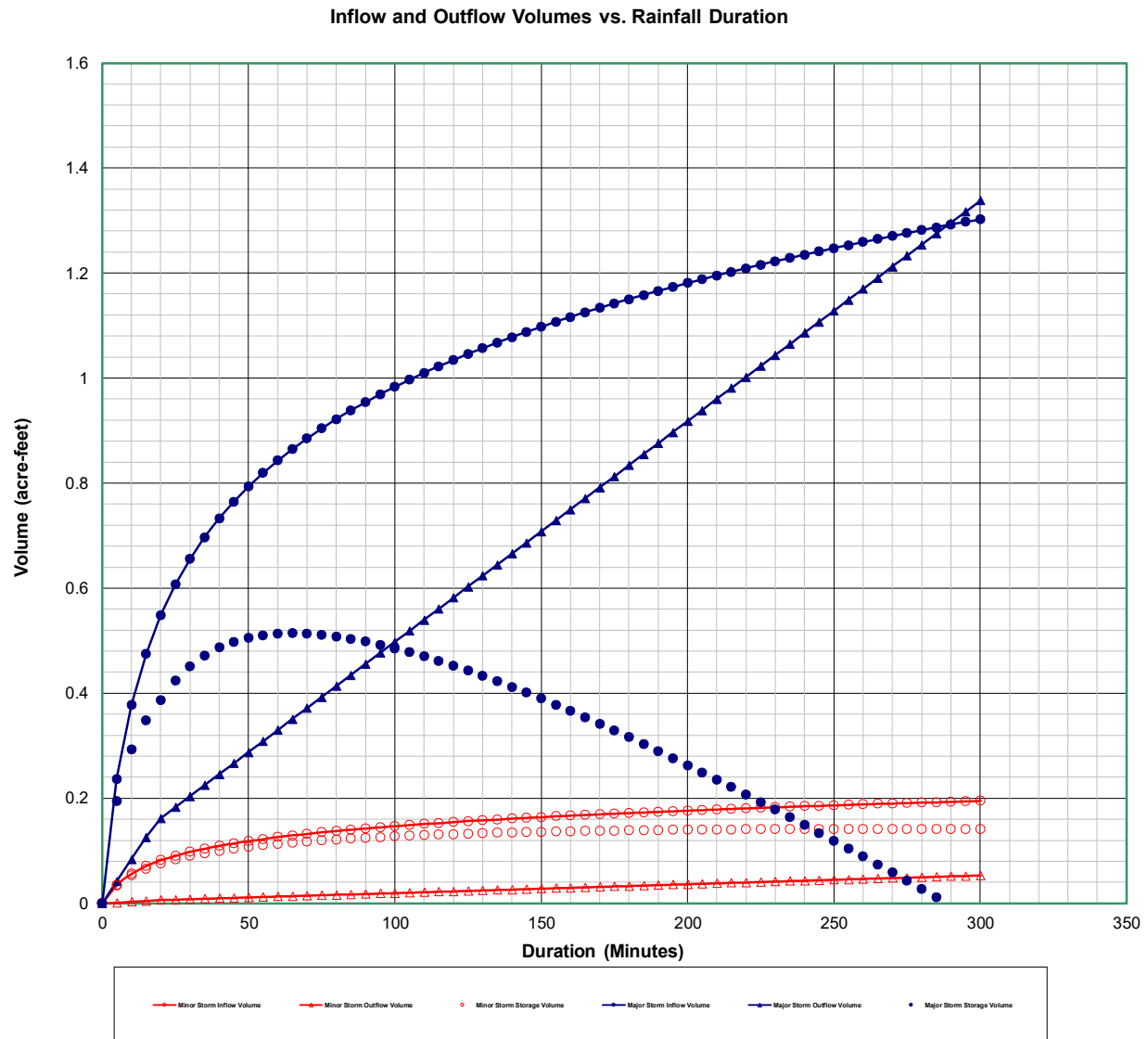
Determination of MINOR Detention Volume Using Modified FAA Method							Determination of MAJOR Detention Volume Using Modified FAA Method						
Design Information (Input): Catchment Drainage Imperviousness $I_p = 45.00$ percent Catchment Drainage Area $A = 6.100$ acres Predevelopment NRCS Soil Group Type = C A, B, C, or D Return Period for Detention Control $T = 2$ years (2, 5, 10, 25, 50, or 100) Time of Concentration of Watershed $T_c = 19$ minutes Allowable Unit Release Rate $q = 0.04$ cfs/acre One-hour Precipitation $P_1 = 0.81$ inches Design Rainfall IDF Formula $i = C_1 \cdot P_1 / (C_2 + T_c)^{C_3}$ Coefficient One $C_1 = 28.50$ Coefficient Two $C_2 = 10$ Coefficient Three $C_3 = 0.789$							Design Information (Input): Catchment Drainage Imperviousness $I_p = 45.00$ percent Catchment Drainage Area $A = 6.100$ acres Predevelopment NRCS Soil Group Type = C A, B, C, or D Return Period for Detention Control $T = 100$ years (2, 5, 10, 25, 50, or 100) Time of Concentration of Watershed $T_c = 19$ minutes Allowable Unit Release Rate $q = 1.00$ cfs/acre One-hour Precipitation $P_1 = 2.84$ inches Design Rainfall IDF Formula $i = C_1 \cdot P_1 / (C_2 + T_c)^{C_3}$ Coefficient One $C_1 = 28.50$ Coefficient Two $C_2 = 10$ Coefficient Three $C_3 = 0.789$						
Determination of Average Outflow from the Basin (Calculated): Runoff Coefficient $C = 0.31$ Inflow Peak Runoff $Q_{p-in} = 3.11$ cfs Allowable Peak Outflow Rate $Q_{p-out} = 0.24$ cfs Mod. FAA Minor Storage Volume = 6,182 cubic feet Mod. FAA Minor Storage Volume = 0.142 acre-ft							Determination of Average Outflow from the Basin (Calculated): Runoff Coefficient $C = 0.59$ Inflow Peak Runoff $Q_{p-in} = 20.72$ cfs Allowable Peak Outflow Rate $Q_{p-out} = 6.10$ cfs Mod. FAA Major Storage Volume = 22,389 cubic feet Mod. FAA Major Storage Volume = 0.514 acre-ft						
5 <- Enter Rainfall Duration Incremental Increase Value Here (e.g. 5 for 5-Minutes)													
Rainfall Duration minutes (input)	Rainfall Intensity inches / hr (output)	Inflow Volume acre-feet (output)	Adjustment Factor "m" (output)	Average Outflow cfs (output)	Outflow Volume acre-feet (output)	Storage Volume acre-feet (output)	Rainfall Duration minutes (input)	Rainfall Intensity inches / hr (output)	Inflow Volume acre-feet (output)	Adjustment Factor "m" (output)	Average Outflow cfs (output)	Outflow Volume acre-feet (output)	Storage Volume acre-feet (output)
0	0.00	0.000	0.00	0.00	0.000	0.000	0	0.00	0.000	0.00	0.00	0.000	0.000
5	2.73	0.035	1.00	0.24	0.002	0.034	5	9.55	0.237	1.00	6.10	0.042	0.195
10	2.17	0.057	1.00	0.24	0.003	0.053	10	7.61	0.377	1.00	6.10	0.084	0.293
15	1.82	0.071	1.00	0.24	0.005	0.066	15	6.39	0.475	1.00	6.10	0.126	0.349
20	1.58	0.082	0.96	0.23	0.006	0.076	20	5.53	0.548	0.96	5.87	0.162	0.387
25	1.40	0.091	0.87	0.21	0.007	0.084	25	4.90	0.607	0.87	5.31	0.183	0.424
30	1.26	0.098	0.81	0.20	0.008	0.090	30	4.41	0.655	0.81	4.93	0.204	0.452
35	1.15	0.104	0.76	0.19	0.009	0.095	35	4.02	0.697	0.76	4.66	0.225	0.472
40	1.05	0.110	0.73	0.18	0.010	0.100	40	3.70	0.733	0.73	4.46	0.246	0.487
45	0.98	0.115	0.71	0.17	0.011	0.104	45	3.43	0.765	0.71	4.30	0.267	0.498
50	0.91	0.119	0.69	0.17	0.012	0.107	50	3.20	0.793	0.69	4.18	0.288	0.505
55	0.86	0.123	0.67	0.16	0.012	0.110	55	3.00	0.819	0.67	4.08	0.309	0.510
60	0.81	0.126	0.65	0.16	0.013	0.113	60	2.83	0.843	0.65	3.99	0.330	0.513
65	0.77	0.130	0.64	0.16	0.014	0.116	65	2.68	0.865	0.64	3.92	0.351	0.514
70	0.73	0.133	0.63	0.15	0.015	0.118	70	2.55	0.885	0.63	3.86	0.372	0.513
75	0.69	0.135	0.62	0.15	0.016	0.120	75	2.43	0.904	0.62	3.80	0.393	0.511
80	0.66	0.138	0.62	0.15	0.017	0.122	80	2.32	0.922	0.62	3.76	0.414	0.508
85	0.64	0.141	0.61	0.15	0.017	0.123	85	2.23	0.938	0.61	3.71	0.435	0.504
90	0.61	0.143	0.60	0.15	0.018	0.125	90	2.14	0.954	0.60	3.68	0.456	0.498
95	0.59	0.145	0.60	0.15	0.019	0.126	95	2.06	0.969	0.60	3.64	0.477	0.492
100	0.57	0.147	0.59	0.14	0.020	0.127	100	1.98	0.983	0.59	3.61	0.498	0.486
105	0.55	0.149	0.59	0.14	0.021	0.129	105	1.92	0.997	0.59	3.59	0.519	0.478
110	0.53	0.151	0.58	0.14	0.022	0.130	110	1.85	1.010	0.58	3.56	0.540	0.470
115	0.51	0.153	0.58	0.14	0.022	0.131	115	1.79	1.022	0.58	3.54	0.561	0.462
120	0.50	0.155	0.58	0.14	0.023	0.132	120	1.74	1.034	0.58	3.52	0.582	0.453
125	0.48	0.157	0.57	0.14	0.024	0.133	125	1.69	1.046	0.57	3.50	0.603	0.443
130	0.47	0.158	0.57	0.14	0.025	0.133	130	1.64	1.057	0.57	3.48	0.624	0.433
135	0.45	0.160	0.57	0.14	0.026	0.134	135	1.60	1.068	0.57	3.47	0.645	0.423
140	0.44	0.162	0.57	0.14	0.027	0.135	140	1.55	1.078	0.57	3.45	0.666	0.412
145	0.43	0.163	0.56	0.14	0.027	0.136	145	1.51	1.088	0.56	3.44	0.687	0.401
150	0.42	0.164	0.56	0.14	0.028	0.136	150	1.48	1.098	0.56	3.43	0.708	0.390
155	0.41	0.166	0.56	0.14	0.029	0.137	155	1.44	1.107	0.56	3.41	0.729	0.378
160	0.40	0.167	0.56	0.14	0.030	0.137	160	1.41	1.116	0.56	3.40	0.750	0.366
165	0.39	0.169	0.56	0.14	0.031	0.138	165	1.38	1.125	0.56	3.39	0.771	0.354
170	0.38	0.170	0.55	0.14	0.032	0.138	170	1.35	1.134	0.55	3.38	0.792	0.342
175	0.38	0.171	0.55	0.13	0.033	0.139	175	1.32	1.142	0.55	3.37	0.813	0.329
180	0.37	0.172	0.55	0.13	0.033	0.139	180	1.29	1.150	0.55	3.36	0.834	0.316
185	0.36	0.174	0.55	0.13	0.034	0.139	185	1.26	1.158	0.55	3.36	0.855	0.303
190	0.35	0.175	0.55	0.13	0.035	0.140	190	1.24	1.166	0.55	3.35	0.876	0.290
195	0.35	0.176	0.55	0.13	0.036	0.140	195	1.21	1.173	0.55	3.34	0.897	0.277
200	0.34	0.177	0.55	0.13	0.037	0.140	200	1.19	1.181	0.55	3.33	0.918	0.263
205	0.33	0.178	0.55	0.13	0.038	0.140	205	1.17	1.188	0.55	3.33	0.939	0.249
210	0.33	0.179	0.54	0.13	0.038	0.141	210	1.15	1.195	0.54	3.32	0.960	0.235
215	0.32	0.180	0.54	0.13	0.039	0.141	215	1.13	1.202	0.54	3.31	0.981	0.221
220	0.32	0.181	0.54	0.13	0.040	0.141	220	1.11	1.209	0.54	3.31	1.002	0.207
225	0.31	0.182	0.54	0.13	0.041	0.141	225	1.09	1.216	0.54	3.30	1.023	0.193
230	0.31	0.183	0.54	0.13	0.042	0.141	230	1.07	1.222	0.54	3.30	1.044	0.178
235	0.30	0.184	0.54	0.13	0.043	0.142	235	1.05	1.229	0.54	3.29	1.065	0.164
240	0.30	0.185	0.54	0.13	0.043	0.142	240	1.04	1.235	0.54	3.29	1.086	0.149
245	0.29	0.186	0.54	0.13	0.044	0.142	245	1.02	1.241	0.54	3.28	1.107	0.134
250	0.29	0.187	0.54	0.13	0.045	0.142	250	1.01	1.247	0.54	3.28	1.128	0.119
255	0.28	0.188	0.54	0.13	0.046	0.142	255	0.99	1.253	0.54	3.27	1.149	0.104
260	0.28	0.189	0.54	0.13	0.047	0.142	260	0.98	1.259	0.54	3.27	1.170	0.089
265	0.27	0.190	0.53	0.13	0.048	0.142	265	0.96	1.265	0.53	3.26	1.191	0.074
270	0.27	0.190	0.53	0.13	0.048	0.142	270	0.95	1.270	0.53	3.26	1.212	0.058
275	0.27	0.191	0.53	0.13	0.049	0.142	275	0.94	1.276	0.53	3.26	1.233	0.043
280	0.26	0.192	0.53	0.13	0.050	0.142	280	0.92	1.282	0.53	3.25	1.254	0.028
285	0.26	0.193	0.53	0.13	0.051	0.142	285	0.91	1.287	0.53	3.25	1.275	0.012
290	0.26	0.194	0.53	0.13	0.052	0.142	290	0.90	1.292	0.53	3.24	1.296	-0.004
295	0.25	0.194	0.53	0.13	0.053	0.142	295	0.89	1.298	0.53	3.24	1.317	-0.020
300	0.25	0.195	0.53	0.13	0.054	0.142	300	0.88	1.303	0.53	3.24	1.338	-0.035
Mod. FAA Minor Storage Volume (cubic ft.) = 6,182 Mod. FAA Minor Storage Volume (acre-ft.) = 0.1419							Mod. FAA Major Storage Volume (cubic ft.) = 22,389 Mod. FAA Major Storage Volume (acre-ft.) = 0.5140						

UDFCD DETENTION BASIN VOLUME ESTIMATING WORKBOOK Version 2.35, Released January 2015

DETENTION VOLUME BY THE MODIFIED FAA METHOD

Project: Harvest 47

Basin ID: Site Detention (Basin C)

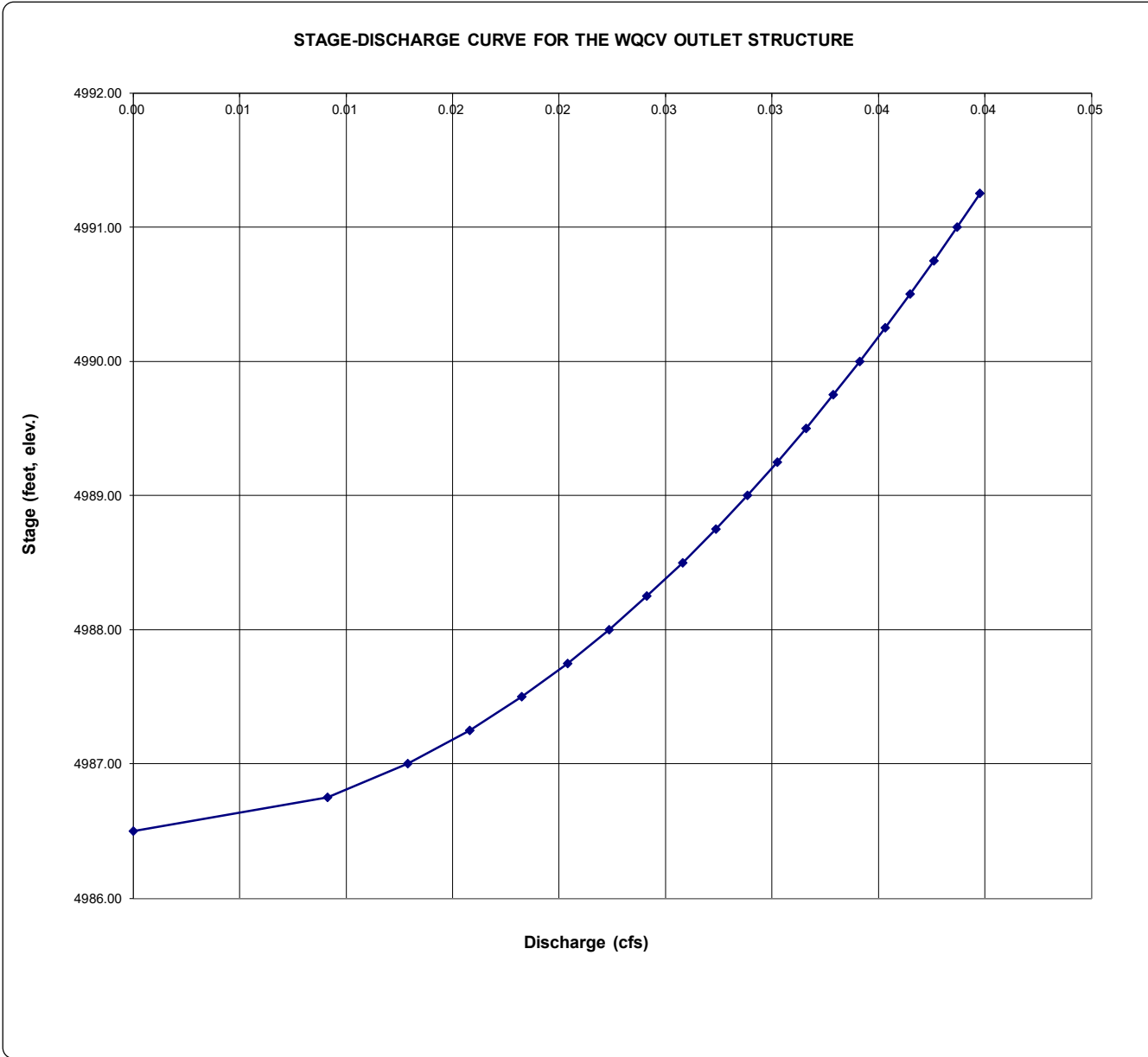


STAGE-DISCHARGE SIZING OF THE WATER QUALITY CAPTURE VOLUME (WQCV) OUTLET

Worksheet Protected

Project: Harvest 47

Basin ID: Basin C Water Quality



Excerpts from Previous Report

1053-1

DRAINAGE INVESTIGATION
FOR
L & M ENTERPRISES - M.R.D.
LARIMER, COUNTY, COLORADO

Prepared for

L & M Enterprises, Inc.
835 East Highway No. 56
Berthoud, Colorado 80513

October 11, 1990
Project No. PLA-017-89

CONSULTING ENGINEER

MESSNER Engineering Associates
150 East 29th Street, Suite 225
Loveland, Colorado 80538

Civil and Environmental Engineering Consultants

MESSNER

Engineering Associates

Project No. PLA-017-89
October 11, 1990

Mr. Larry Bebo
L & M Enterprises, Inc.
835 E. Hwy. 56
Berthoud, Colorado 80513

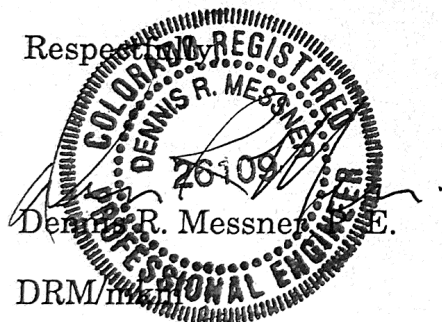
Dear Mr. Bebo,

The enclosed report represents the results of a drainage investigation for the L & M ENTERPRISES - M.R.D. as applies to the proposed and existing accesses to L& M Enterprises, Inc. and the L & M Greenhouse located in Larimer County, Colorado.

This investigation was based upon the M.R.D. site development plan; on-site observations; and available topographic information. The investigation was performed in accordance with the criteria established in the Larimer County - "Storm Drainage Criteria Manual".

Enclosed you will find the results of this investigation. If you should have any questions or desire additional information, please feel free to contact this office.

Respectfully,

A circular professional engineer seal for Dennis R. Messner, Colorado, No. 26109. The seal is stamped over the signature and the name 'Dennis R. Messner, E.'.

Dennis R. Messner, E.

DRM/m

Enclosure

TABLE OF CONTENTS

Letter of Transmittal	i
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Scope	1
Site Description	1
Existing Conditions	1
Proposed Development	2
Conclusions and Recommendations	2

EXHIBITS

Vicinity Map	Exhibit A
Calculations	Exhibit B
Drainage Details	Exhibit C

SCOPE

The following report represents the results of a drainage investigation for existing and future development to be known as the L & M ENTERPRISES - M.R.D., Larimer County, Colorado. The investigation was performed for L & M Enterprises, Inc. The purpose of this investigation is to determine the effects of the development on the areas existing drainage conditions and to determine the improvements, if any, and the appropriate sizing for proposed improvements so that it may be incorporated with the construction of access drives for the project. The conclusions and recommendations presented in this report are based upon the M.R.D. site development plan; proposed access construction plans; on-site observations; and the available topographic information. The analysis was performed in accordance with the Larimer County "Storm Drainage Criteria Manual".

SITE DESCRIPTION

The site is generally rectangular in shape and is $77.6\pm$ acres in area. The sites East-West dimension is approximately 1,329 feet and its North-South dimension varies from approximately 2,583 feet at the westerly boundary to approximately 2,527 feet at the easterly boundary. The site is situated approximately one-half mile east of the Town of Berthoud and abuts the southerly right-of-way of Colorado Highway 56. The site is not located within a designated floodway.

EXISTING CONDITIONS

The site is presently comprised of four distinct uses. A contracting business, L & M Enterprises, Inc., is situated on the $5\pm$ acre tract located at the northeast corner of the site. This tract is identified as Lot 3 on the attached exhibits. The existing retail greenhouse and landscaping materials business, L & M Greenhouse, is located on the $7.5\pm$ acre tract located immediately west of the contracting business. The greenhouse and associated landscaping materials business is located on Lot 4. Lot 2 is the largest of the parcels and comprises approximately 62.7 acres. This tract is currently being used for agricultural purposes. It is expected to be developed into service related retail uses along the Highway frontage with single-family residential to be situated on the balance of the tract. No near term development of this tract is anticipated. Lot 1 is a single-family residential lot with the existing Bebo residence. Lot 1 contains approximately 2.3 acres.

The site does not receive runoff from any other properties. The irrigation ditch which forms the southerly boundaries of Lots 3 and 4 is situated along the crest of a ridge traversing the site from west to east. The natural slope away from this ridge crest is 1% to 1.5%. The direction of fall away from the crest is towards the south and the north. The portion of the properties located to the west of the site on the northerly side of the ditch drain toward the north and eventually into the curb and gutter section of Highway 56. The runoff flows easterly along the gutter until the curb and gutter ends at a point on the easterly boundary of Lot 1. The runoff is then carried easterly in a roadside drainage swale. The swale is discharged into a inlet that is situated over the outlet pipe from Bacon Lake. This ultimately discharges into the little Thompson River.

PROPOSED DEVELOPMENT

The proposed construction is to consist of a new access to serve the existing greenhouse and landscaping business located on Lot 4 as well as the future development that is anticipated for Lot 2. The access is to be a dedicated public street. The existing accesses serving Lot 1 and Lot 3 are to remain.

The drainage considerations made for the existing and proposed accesses are:

1.) Only the area situated to the north of the existing irrigation ditch has been considered.

2.) The existing useage and development on Lot 3 has been considered in order to determine the volume of detention and rate of release to conform with the existing access permit requirements.

3.) Additional consideration was made for the ultimate paving of the greenhouse parking lot located on Lot 4 in order to determine the volume of detention and rate of release.

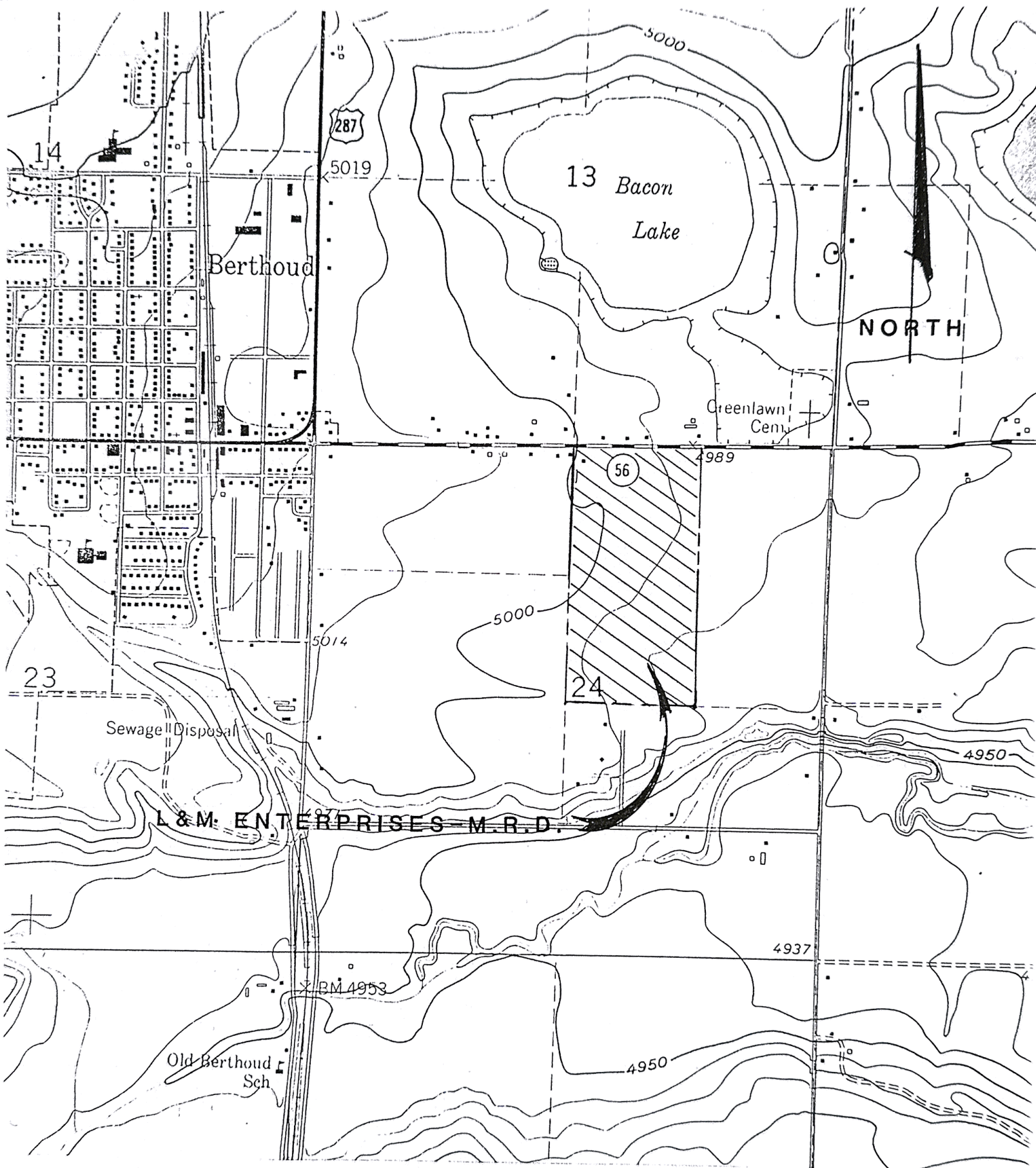
4.) No determination was made for the volume of detention and rate of release to be established on Lot 2. Due to the unknown nature of development that may occur on this lot, it is not possible to adequately project these requirements. The design and construction of these drainage improvements will be performed at the time that the property is considered for development.

CONCLUSIONS AND RECOMMENDATIONS

1. The construction as proposed will improve the existing drainage pattern to the benefit of the existing development in the vicinity.
2. Onsite detention of storm water is required by the Colorado State Department of Highways in order to discharge runoff from the site onto the existing Highway right-of-way.
3. All construction is recommended to be performed in accordance with the State of Colorado State Department of Highways-Standards and Specifications.
4. The site is not located within the designated floodway or flood plain.

VICINITY MAP

EXHIBIT "A"



VICINITY MAP

CALCULATIONS

EXHIBIT "B"

Calculations for Drainage Investigation for L & M Enterprises - M.R.D.

$$\begin{aligned}\text{Total Area} &= 77.6 \text{ acres} \pm \\ \text{Area Considered} &= 26.75 \text{ acres} \pm\end{aligned}$$

NOTE, only the area of the site that is situated north of the irrigation ditch traversing the site is considered to drain toward Highway 56.

Area "A" - located at the Northwest portion of the site that includes all of Lot 1 and all of Lot 2 that lies North of the irrigation ditch. No change from the existing conditions anticipated at this time.

$$\text{Area} = 15.3 \text{ acres} \pm$$

$$C_{10} = 0.20 \quad C_{100} = 0.35$$

$$T_c = 25 \text{ minutes} \pm$$

Rainfall Intensities:

$$I_{10} @ 25 \text{ min.} = 2.85 \text{ in./hr} \quad I_{100} @ 25 \text{ min.} = 4.6 \text{ in./hr.}$$

Runoff, Q = CIA

Therefore, the Estimated Drainage Flow from the site concentrating at Point "A"

$$Q_{10} = 8.7 \text{ c.f.s.}$$

$$Q_{100} = 24.6 \text{ c.f.s.}$$

Area "B" - includes existing greenhouse and approximately one-half of the L & M Enterprises building and surrounding concrete pavement.

$$\text{Area} = 5.25 \text{ acres} \pm$$

Area of Impervious Coverage (Building and Concrete Pavement) = 2.15 acres $\pm$

Therefore, Impervious Coverage = 41%

$$C_{10} = 0.26 \quad C_{100} = 0.40$$

$$T_c = 15 \text{ minutes}$$

Rainfall Intensities:

$$I_{10} @ 15 \text{ min.} = 3.65 \text{ in./hr} \quad I_{100} @ 15 \text{ min.} = 6.0 \text{ in./hr.}$$

Therefore, the Estimated Drainage Flow Concentrating at "B"

$$Q_{10} = 8.6 \text{ c.f.s.}$$

$$Q_{100} = 17.3 \text{ c.f.s.}$$

Area "C" - includes approximately one-half of the L & M Enterprises building and surrounding concrete pavement and the undeveloped portion to the South and West.

$$\text{Area} = 6.2 \text{ acres} \pm$$

Area of Impervious Coverage (Building and Concrete Pavement) = 1.4 acres $\pm$

Therefore, Impervious Coverage = 23%

$$C_{10} = 0.30 \quad C_{100} = 0.45$$

(Area "C" calculations cont.)

$$T_c = 20 \text{ minutes}$$

Rainfall Intensities:

$$I_{10} @ 20 \text{ min.} = 3.25 \text{ in./hr} \quad I_{100} @ 20 \text{ min.} = 5.2 \text{ in./hr.}$$

Therefore, the Estimated Drainage Flow Concentrating at "C"

$$Q_{10} = 6.05 \text{ c.f.s.}$$

$$Q_{100} = 14.5 \text{ c.f.s.}$$

Total Area draining to Northeast corner of site.

$$\text{Area} = 26.75 \text{ acres} \pm$$

Area of Impervious Coverage (Building and Concrete Pavement) = 3.55 acres $\pm$

Therefore, Impervious Coverage = 15%

$$C_{10} = 0.27 \quad C_{100} = 0.41$$

$$T_c = 30 \text{ minutes}$$

Rainfall Intensities:

$$I_{10} @ 30 \text{ min.} = 2.55 \text{ in./hr} \quad I_{100} @ 30 \text{ min.} = 4.2 \text{ in./hr.}$$

Therefore, the Estimated Drainage Flow Concentrating at the Northeast Corner

$$Q_{10} = 18.4 \text{ c.f.s.}$$

$$Q_{100} = 46.1 \text{ c.f.s.}$$

DETENTION SIZING

Onsite Detention is to be required by the Colorado State Department of Highways.

The Urban Drainage and Flood Control District's criteria has been used. This is an empirical formula method, where:

$$V = KA$$

$$K_{100} = (1.78 \times I - 0.002 \times I^2 - 3.56) / 1000$$

$$K_{10} = (0.95 \times I - 1.90) / 1000$$

I = Developed Basin imperviousness (%)

A = Basin Area (Acres)

V = Volume (Acre-Feet)

$$Q_{100} = 1.00 \times A$$

$$Q_{10} = 0.24 \times A$$

Q = Release Rate (Cubic-Feet-Per-Second)

Area "B"

Detention Sizing

$$I = 41\%$$

$$\text{Area} = 5.25 \text{ Acres}$$

$$K_{10} = (0.95 \times 41 - 1.90) / 1000 = 0.037$$

$$K_{100} = (1.78 \times 41 - 0.002 \times 41^2 - 3.56) / 1000 = 0.066$$

$$V_{10} = K_{10} A = 0.037 \times 5.25 = 0.195 \text{ Ac-Ft} = 8,473 \text{ cu. ft.}$$

$$V_{100} = K_{100} A = 0.066 \times 5.25 = 0.347 \text{ Ac-Ft} = 15,107 \text{ cu.ft.}$$

$$Q_{10} = 0.24 \times 5.25 = 1.26 \text{ c.f.s.}$$

$$Q_{100} = 1.00 \times 5.25 = 5.25 \text{ c.f.s.}$$

Outlet Sizing

$$\text{Weir Equation } Q = CLH^{3/2}$$

$$Q = \text{Discharge (c.f.s.)}$$

$$C = \text{Weir Coefficient}$$

$$L = \text{Length (feet)}$$

$$H = \text{Total Energy Head (feet)}$$

$$L = Q / CH^{3/2}$$

$$L_{10} = 1.26 / (2.85 \times 0.50^{3/2}) = 1.25 \text{ ft.} = 1 \text{ ft.} - 3 \text{ in.}$$

$$L_{100} = 5.25 / (2.85 \times 0.22^{3/2}) = 17.85 \text{ ft.} = 17 \text{ ft.} - 10\text{-}1/4 \text{ in.}$$

Area "C"

Detention Sizing

$$I = 23\%$$

$$\text{Area} = 6.2 \text{ Acres}$$

$$K_{10} = (0.95 \times 23 - 1.90) / 1000 = 0.02$$

$$K_{100} = (1.78 \times 23 - 0.002 \times 23^2 - 3.56) / 1000 = 0.04$$

$$V_{10} = K_{10} A = 0.02 \times 6.2 = 0.124 \text{ Ac-Ft} = 5,388 \text{ cu. ft.}$$

$$V_{100} = K_{100} A = 0.04 \times 6.2 = 0.225 \text{ Ac-Ft} = 9,809 \text{ cu.ft.}$$

$$Q_{10} = 0.24 \times 6.2 = 1.5 \text{ c.f.s.}$$

$$Q_{100} = 1.00 \times 6.2 = 6.2 \text{ c.f.s.}$$

Outlet Sizing

$$L = Q / CH^{3/2}$$

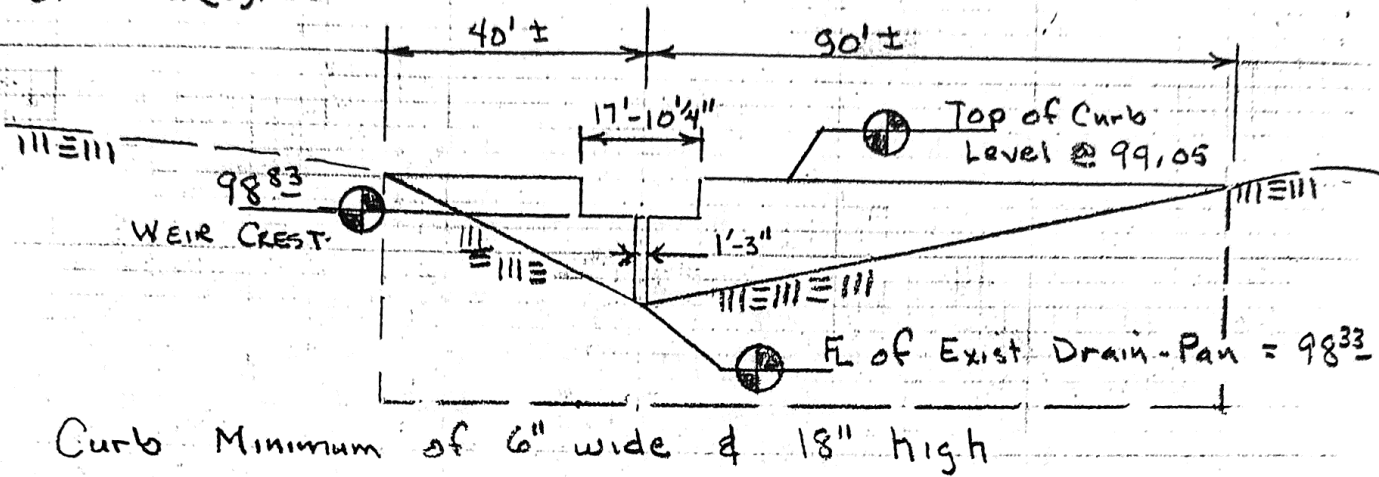
$$L_{10} = 1.5 / (2.85 \times 1.0^{3/2}) = 0.53 \text{ ft.} = 0 \text{ ft.} - 6\text{-}5/16 \text{ in.}$$

$$L_{100} = 6.2 / (2.85 \times 0.5^{3/2}) = 6.15 \text{ ft.} = 6 \text{ ft.} - 1\text{-}13/16 \text{ in.}$$

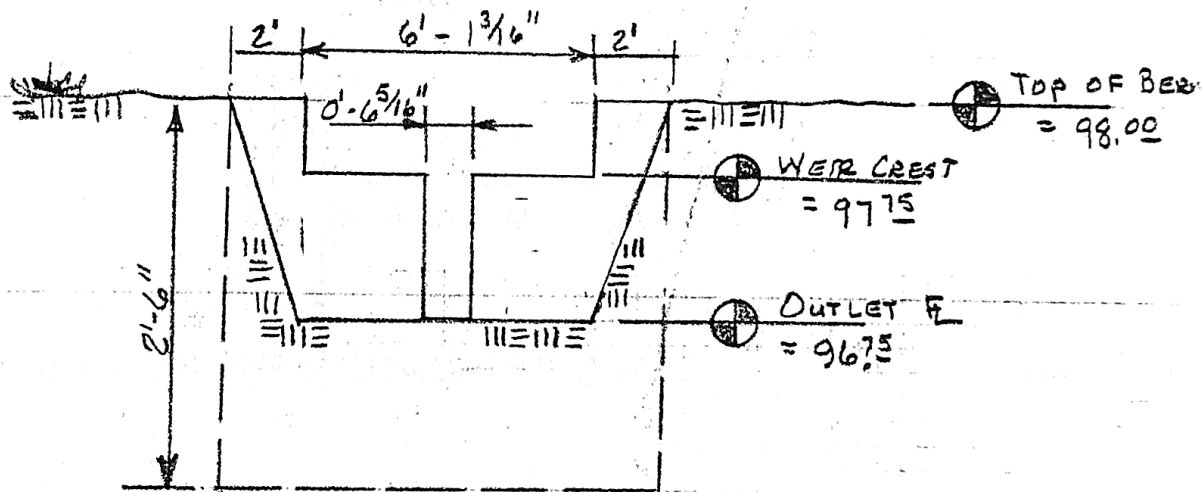
DRAINAGE DETAILS

EXHIBIT "C"

CURB @ Pt. "B" w/ OUTLET CONTROL
OPENING(S).



CONCRETE CONTROL STR. @ Pt. "C"



CONCRETE TO BE MINIMUM OF 6" THICK

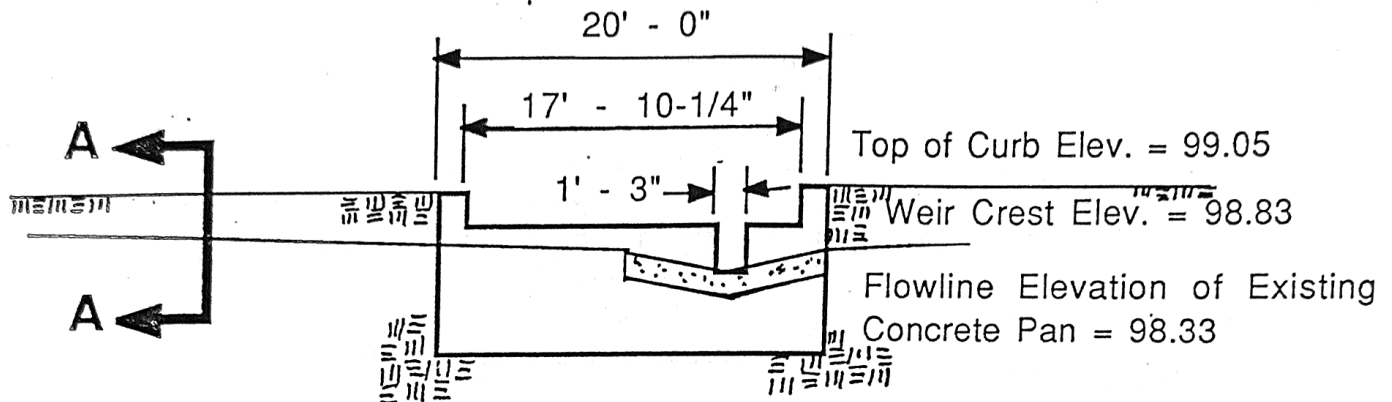
10-7-90
L&M

L&M ENTERPRISES
#HYD-017-89

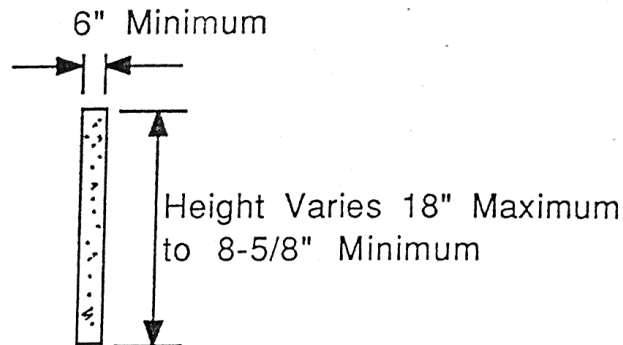
DRAINAGE DETAILS

DISCHARGE CONTROL OPENING @ DESIGN PT. "B"

Extend Top of Berm Level at Elev. 99.05 to Point of Match

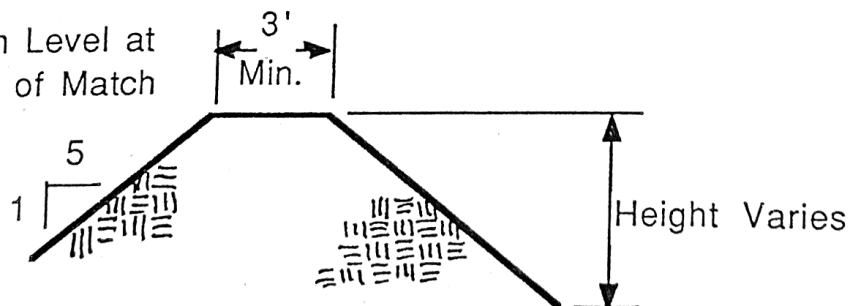


CONCRETE CURB / CONTROL OPENING



SECTION THRU CONCRETE CURB

Extend Top of Berm Level at Elev. 99.05 to Point of Match



SECTION A - A
(Earth Berm)

Note that berm may be widened and side slopes flattened to match existing conditions

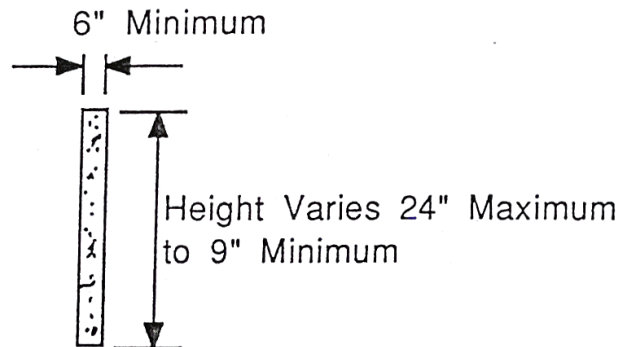
Revised: Sept. 24, 1991
By: DRM

L & M ENTERPRISES, INC.
HYD - 017 - 89

DRAINAGE DETAIL
SHEET 1 of 2

Diagram illustrating the cross-section of a weir structure. The structure is shown with a central opening and a concrete pan below it. Key dimensions and elevations are provided:

- Top of Curb Elev. = 98.00
- Weir Crest Elev. = 97.75
- Flowline Elevation of Exist Concrete Pan = 96.75
- Dimensions (from left to right):
 - 9' - 0"
 - 6' - 1-3/16"
 - 0' - 6-5/16"



1 5

Revised: Sept. 24, 1991
By: DRM

DRAINAGE DETAIL
SHEET 2 of 2

EXIST. EDGE OF ROAD

COLUMBIA HWY.

2.3 ± AC.

PT. "A"
13.0 ± AC.

LOT 1

LOT 2

LOT 4

LOT 3

EXIST. DITCH

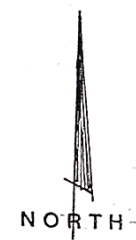
PT. "B"
2.25 ± AC.

PT. "C"
6.2 ± AC.

4.2 ± AC.

L&M ENTERPRISES-M.R.D.

Revised
9-24-91



SCALE: 1" = 100'



Charts and Figures

Town of Berthoud Engineering and Infrastructure Standards

1. Drainage designs for areas in and around the Town of Berthoud should use the depth-duration frequency information provided in the Precipitation-Frequency Atlas of the Western United States (Volume 2 - Colorado), published by NOAA. The NOAA Atlas can be accessed on the NOAA website.

Table 600-1, shall be used but may be superseded if more recent NOAA data is published for the Town. The table below is based on NOAA Atlas 14, Volume 8, Version 2 for Berthoud, Colorado.

Table 600- 1: Point Precipitation Frequency Estimates in Inches

Estimated Rainfall Depth in Inches									
	Average Return Interval (ARI)								
	(Years)								
Duration	1	2	5	10	25	50	100	200	500
5-minutes	0.233	0.277	0.37	0.469	0.635	0.787	0.961	1.16	1.45
10-minutes	0.341	0.405	0.542	0.686	0.93	1.15	1.41	1.7	2.13
15-minutes	0.416	0.494	0.661	0.837	1.13	1.41	1.72	2.07	2.6
30-minutes	0.553	0.658	0.881	1.12	1.51	1.87	2.28	2.74	3.44
60-minutes	0.684	0.811	1.08	1.38	1.87	2.32	2.84	3.44	4.32
2-hours	0.816	0.963	1.29	1.63	2.23	2.78	3.41	4.13	5.21
3-hours	0.899	1.06	1.41	1.79	2.44	3.04	3.73	4.52	5.71
6-hours	1.07	1.26	1.66	2.09	2.81	3.48	4.24	5.11	6.4
24-hours	1.56	1.84	2.37	2.88	3.68	4.37	5.14	5.98	7.2

C. The Rational Method

1. The Rational Method is one method for determining runoff from a proposed development or road construction project. Note that it should not be used for basins greater than 160 acres. The MHFD spreadsheets can also be used for basins that are no greater than 160 acres. Refer to the rainfall chapter of the MHFD USDCM for more information regarding the rainfall parameters required to use the Rational Method.

D. Larger Basin Rainfall Methods (Basins sizes 160 acres and greater)

1. As noted above, the Rational Method should not be used to determine runoff for basins larger than 160 acres. Where areas are larger than 160 acres that have drainage characteristics similar to an urban area, the Colorado Urban Hydrograph Procedure (CUHP) is an acceptable model for determining runoff amounts. The CUHP model can be used for basins from 0 to 3,000 acres. The parameter adjustments provided in the runoff chapter of the MHFD USDCM Manual (Volume 1) should be used when dealing with basins that are larger than 160 acres.
2. The CUHP model is not applicable in non-urban areas, including those areas in Larimer County that are outside of the Denver metropolitan area. The U.S. Army Corps of Engineers (USACE) HEC-HMS model is more applicable for mixed suburban-agricultural areas. The HEC-HMS model can be used on watersheds and drainage basins larger than 160 acres provided the modeling follows the parameters in the HEC- HMS User's Manual, the HEC-HMS Technical Reference Manual, the HEC-HMS Application's Guide.

D. Differences between the Town of Berthoud and the MHFD

1. The Town of Berthoud will allow the use of other modeling methodologies on a case-by-case basis when complete documentation of all assumptions is provided. The Town of Berthoud reserves the right to review alternative methods and compare with other commonly used approaches, including those discussed in the MHFD USDCM Manual.

Table 600- 2: Recommended Percentage Imperviousness Values

Land Use or Surface Characteristics	Percentage of Imperviousness
Business:	
Commercial Areas	95
Neighborhood Area	85
Residential Lots: (lot area only)	
Single-Family, 0.25 acres or less	45
Single-Family, 0.25 - 0.75 acres	30
Single Family, 0.75 acres or larger	20
Multi-Family (attached)	60
Multi-Family (detached)	75
Apartments	80
Industrial:	
Light Areas	80
Heavy Areas	90
Parks and Cemeteries	10
Playgrounds	25
Schools	55
Railroad Yard Areas	50
Undeveloped Areas	
Historic Flow Analysis	2
Greenbelts, Agricultural	2
Off-site flow analysis (when land use not defined)	45
Streets:	
Paved	100
Gravel (packed)	40
Drive and Walks	90
Roofs	90
Lawns, sandy soil	2
Lawns, clayey soil	2

602.4 Roadway and Street Drainage

A. General Criteria

1. When runoff in the street exceeds allowable limits, a storm sewer system or open channel is required to convey the excess flows.
2. Design Criteria Based on Frequency and Magnitude: The design criteria for the collection and conveyance of storm water runoff on public streets are based on an allowable frequency and magnitude of traffic interference. The primary design objective shall be to keep the depth and spread (encroachment) of stormwater on the street below an acceptable value for a given storm event.

PRELIMINARY
NOT FOR CONSTRUCTION
02/20/2023

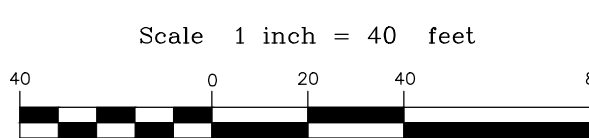
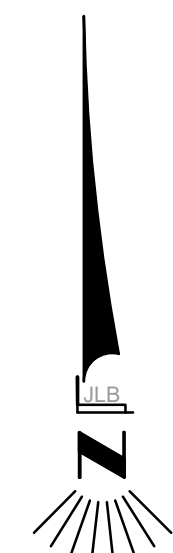
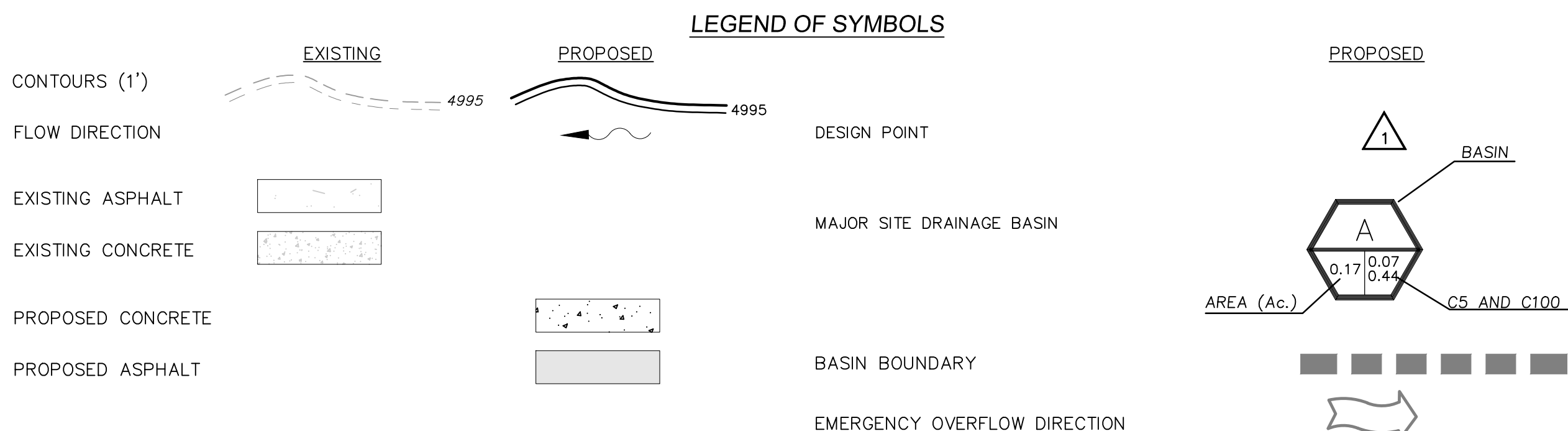
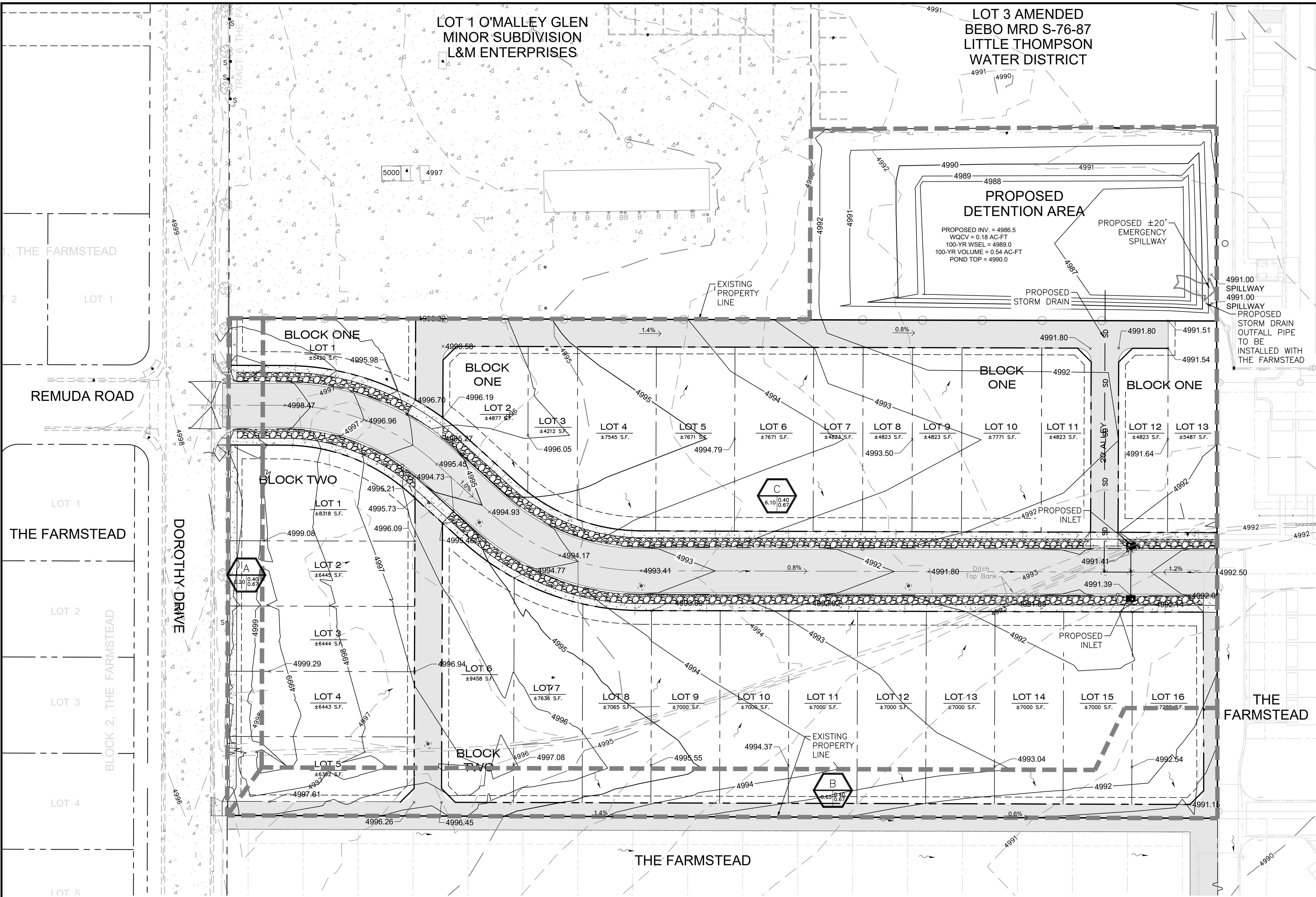


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Consultants,
Inc.
16911 Potts Place
Mead, Colorado
970.217.9148

HARVEST 47 SUBDIVISION
PRELIMINARY PLANS
PRELIMINARY GRADING & DRAINAGE PLAN

LOCATED IN THE NE 1/4 SECTION 24, TOWNSHIP 4 NORTH, RANGE 69 WEST
TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO



Design	Drawn
Checked TWC	Checked TWC
Date	FEBRUARY 20, 2023
Job No.	1053-1
D-	HarvestPrePlat_OR

SHEET
C-4

4 OF 4 SHEETS

Harvest 47 Preliminary Plat Submittal

Comments and responses

March 13, 2023

Planning, Community Development Department:

1. Charles; A monument sign is indicated on the plans, but not identified where it will go.

The proposed sign is a part of the subdivision identification requirements for the project. It is planned to be installed on Lot #1 adjacent to the entrance to the subdivision off Dorothy Dr. The final location will be included in the construction plans for the development.

Baseline Engineering:

1. Lancaster; Berthoud, Colorado - Code of Ordinances Chapter 30 - BERTHOUD DEVELOPMENT CODE SECTION 6 - SUBDIVISION REGULATIONS 30-6-107 - Preliminary plat, B, 2, c. Requires that a title commitment must be current and dated no more than 30 days from the date of preliminary plat application submittal. No commitment was provided with this submittal.

A current title commitment was provided along with the original submittal of the preliminary plat documents (dated 12/15/2022). A new and current title commitment will be provided at the time of approval by the Town Board.

2. Nemmers; Discuss the proposed storm sewer conveyance as it will need to convey the 100 yr to the pond.
3. Nemmers; In final design be sure to size the inlets to capture the 100-year storm and the pipes to convey it to the pond.

The preliminary drainage documents provided as apart of the preliminary plat submittal included the comments" Basin C will be detained in the proposed detention pond and will be released to The Farmstead storm system at a 100-year flow of roughly 6 cfs." And "Storm drainage pipes will be utilized to convey runoff from the subject site to the proposed detention pond. The pipes will be sized to convey the 100-year event."

The preliminary layout of the storm drainage system and connection to the Farmstead were done with this in mind. The final construction plans for the storm water system will be designed to convey the required 100 yr event.

4. Nemmers; (In reference to the North alley) Is this proposed to be curb and gutter here?

The North alley is being planned to utilize a center drainage alignment consistent with Figure 7-9L alley option (a) (drainage to center) in the current adopted Lcuass standards.

5. Iseeber; Is this MH needed? Frontage of lot2.

Final details will be adjusted as required with submittal of construction drawings.

6. Iseeber; Question on the location of the water tap for block 2, lot1;

The tap was shown off Ramuda Road to eliminate another road cut on Dorothy dr. Final details will be adjusted as required with submittal of construction drawings.

7. Iseeber; Pond top of bank note.

Final details of the detention pond will be a part of the construction documents.



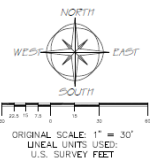
Planning Commission Meeting April 27, 2023



Harvest 47



PROJECT:	Harvest 47
APPLICANT:	Larry Bebbo
LOCATION:	Near the intersection of Dorothy Drive and Remuda Road.
CURRENT ZONING:	UR
SIZE:	5.98 acres
APPLICANT'S REQUEST:	Preliminary Plat



HARVEST 47 SUBDIVISION

BEING A SUBDIVISION OF LOT 2, O'MALLEY GLEN MINOR SUBDIVISION, SITUATE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO.

DE CONVO LOT 3, AMENDED PLAT NO. 5-75-87
BEBO M.R.D. NO. 5-75-87

DE CONVO LOT 3, AMENDED PLAT NO. 5-75-87
BEBO M.R.D. NO. 5-75-87

DE CONVO LOT 3, AMENDED PLAT NO. 5-75-87
BEBO M.R.D. NO. 5-75-87



BLOCK 1, THE FARMSTEAD

REMU DA ROAD
10' RIGHT-OF-WAY WITH
10' RIGHT-OF-WAY

LOT 1

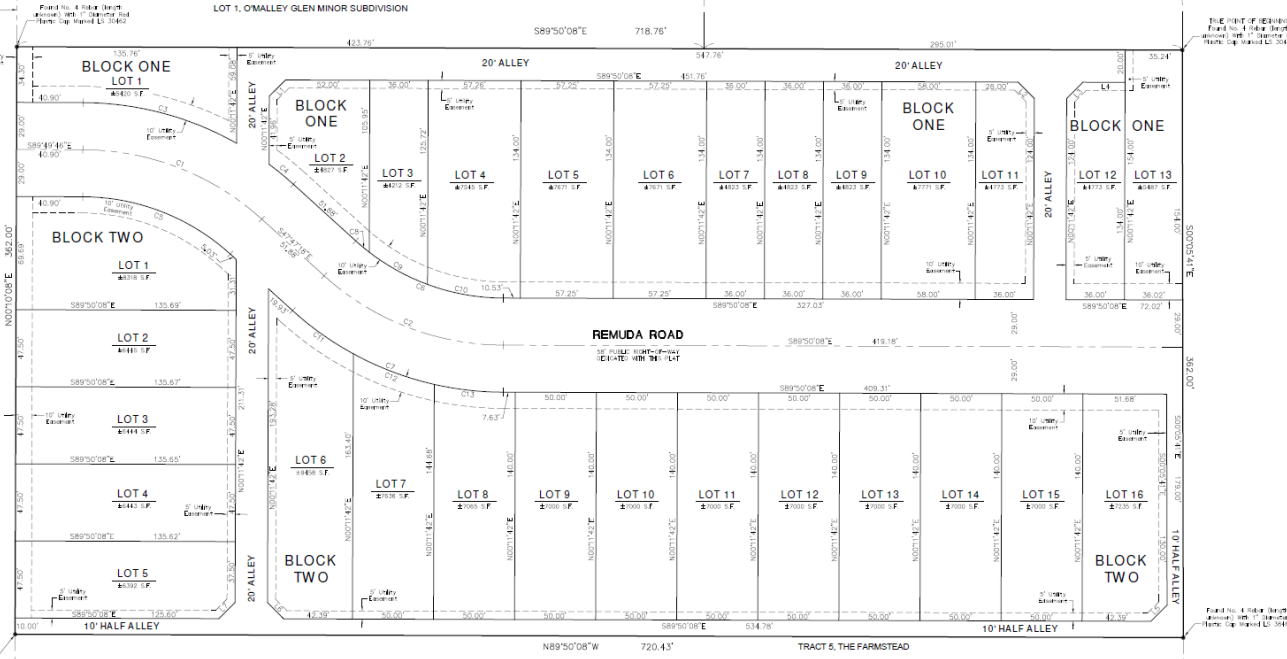
LOT 2

LOT 3

LOT 4

LOT 5

According to Colorado law, no person can prepare any land survey without first obtaining a license from the Colorado State Surveyor. The license holder must be a resident of the State of Colorado and must have been previously licensed by the Colorado State Surveyor. The license holder must also be a member of the Colorado Surveyors Association. The license holder must also be a member of the Colorado Surveyors Association. The license holder must also be a member of the Colorado Surveyors Association.



PREPARED BY AND ON BEHALF OF:
INTERMOUNTAIN LAND SURVEYING, INC.
1000 North Colorado Avenue
Fort Collins, Colorado 80501
P: (970) 225-0018
Fax: (970) 225-0019



LINE	TYPE	AREA	PERCENT	REMARKS
1	1	1.00	1.00	1.00
2	2	2.00	2.00	2.00
3	3	3.00	3.00	3.00
4	4	4.00	4.00	4.00
5	5	5.00	5.00	5.00
6	6	6.00	6.00	6.00
7	7	7.00	7.00	7.00
8	8	8.00	8.00	8.00
9	9	9.00	9.00	9.00
10	10	10.00	10.00	10.00

LINE	TYPE	AREA	PERCENT	REMARKS
1	1	1.00	1.00	1.00
2	2	2.00	2.00	2.00
3	3	3.00	3.00	3.00
4	4	4.00	4.00	4.00
5	5	5.00	5.00	5.00
6	6	6.00	6.00	6.00
7	7	7.00	7.00	7.00
8	8	8.00	8.00	8.00
9	9	9.00	9.00	9.00
10	10	10.00	10.00	10.00

Comprehensive Plan & PORT Plan



2-9 Housing Needs

- A range of housing for older adults/seniors
- Smaller homes (1,200 square feet or less)

3-1 Key Strategies

- Provide a mix of housing, goods and services that meet the varying needs, budgets, and life stages of residents.

PORT Plan

- This plan features detached sidewalks behind tree lawns, connecting to existing sidewalk/trail networks.

Preliminary Plat Criteria



30-6-109.C REVIEW CRITERIA	FINDINGS
1. The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code.	YES
2. The application is consistent with the approved concept plan and incorporates the Town's recommendations and any conditions of approval.	YES
3. The land use mix within the project conforms to Berthoud's Zoning District Map and Preferred Land Use Map and furthers the goals and policies of the Comprehensive Plan and PORT Plan.	YES
4. The utility and transportation design is adequate, given existing and planned capacities of those systems.	YES
5. Negative impacts on adjacent land uses including, but not limited to: solar access, heat, dust, glare, traffic and noise have been identified and satisfactorily mitigated.	YES
6. There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within Berthoud.	YES
7. How the applicant has addressed comments received from the public, during the Public Comment portion of the process.	YES

Preliminary Plat Recommendation



Findings and Recommendations

PRELIMINARY PLAT

- Staff recommends that Planning Commission find the application meets the intent of the Master Plans affecting the project, the Comprehensive Plan and Future Land Use Map, and the Land Use Code.
- Two suggested motions are below:
 - Approval: I move to approve the Harvest 47 Preliminary Plat and ask staff to forward our recommendation of approval to the Town Board of Trustees, subject to the following condition.
 - The applicant shall revise drawings to meet final outstanding staff comments.
 - Denial: I move to deny the Harvest 47 Preliminary Plat for the following reasons

_____ and ask staff to forward our recommendation of denial to the Town Board of Trustees.



Planning Commission Meeting April 27, 2023





Planning Commission Minutes – April 27, 2023

- 1. Call to Order** – The Planning Commission convened a regular meeting on April 27, 2023.
Commissioner Kurtz called the meeting to order at 6:00 p.m.

- 2. Roll Call** – Members present:
- | | |
|------------------|----------------|
| Chris Kurtz | (Secretary) |
| Melissa Feldbush | (Commissioner) |
| Abigail Smith | (Commissioner) |
| John Van Benthem | (Commissioner) |
| Brett Wing | (Commissioner) |
- Members absent:
- | | |
|----------------|-------------------|
| Jan Dowker | (Chairwoman) |
| Karen Anderson | (Vice Chairwoman) |
- Staff present:
- | | |
|-------------------|--|
| Anne Johnson | (Community Development Director) |
| Will Charles | (Baseline Engineering – Principal Planner) |
| Michelle Tovar | (Deputy Town Clerk) |
| Jonathan Mitchell | (Permit Technician) |
| Erin Smith | (Town Attorney) |

- 3.I. Consent Agenda** – Minutes from the March 09, 2023 Planning Commission Meeting.

MOTION made by Commissioner Wing to APPROVE the Minutes for March 09, 2022.

SECONDED by Commissioner Smith.

Abstained by Commissioner Van Benthem due to not attending the meeting.

With those all in favor, THE MOTION CARRIED.

- 3.II. Consent Agenda** – Minutes from the March 23, 2023 Planning Commission Meeting.

MOTION made by Commissioner Wing to APPROVE the Minutes for March 23, 2022.

SECONDED by Commissioner Feldbush.

With those all in favor, THE MOTION CARRIED.

- 4. Request for Continuance of Bader Minor Subdivision and Bader Planned Unit Development Amendment**

Request of applicant to continue the Planning Commission public hearing scheduled for April 27, 2023 to May 11, 2023.

MOTION made by Commissioner Kurtz to APPROVE the request to continue the public hearing to consider amending the Minor Subdivision and the Planned Unit Development from April 27, 2023 to May 11, 2023.

SECONDED by Commissioner Smith.

With all in favor, THE MOTION CARRIED.

5. Public Hearing: Harvest 47 Preliminary Plat

Will Charles (Baseline Engineering) introduced the request for approval of a Preliminary Plat for Harvest 47, proposing to subdivide the 5.98 +/- acre parcel into 29 lots for single-family residential purposes.

Public Comment was opened at 6:31 p.m.

Tom Patterson shared insight about current land development costs and his enthusiasm for this project.

Public Comment was closed at 6:33 p.m.

MOTION made by Commissioner Van Benthem to APPROVE the Harvest 47 Preliminary Plat and ask staff to forward our recommendation of approval to the Town Board of Trustees.

SECONDED by Commissioner Wing.

With all in favor, THE MOTION CARRIED.

6. Reports –

April 13 – There was a work session for the Planning Commissioners.

April 25 – Ludlow Farm Rezoning and Neighborhood Master Plan was approved by the Town Board.

Commissioner Van Benthem wanted to thank the Commissioners and Staff for their help with the Planning Commission while he was on sabbatical.

Commissioner Wing suggested doing the Pledge of Allegiance at the beginning of each meeting, and general discussion from the Public at the beginning of meetings.

7. Adjourn –

The meeting was adjourned at 6:42 p.m.

CHAIRPERSON

SECRETARY

BOARD OF TRUSTEES INFORMATION



BUSINESS DEVELOPMENT DEPARTMENT

Meeting Date:	May 9, 2023
Agenda Title/Subject:	Broadband Feasibility Analysis Update
Type of Item:	Presentation
Purpose:	Educate the Board on Larimer County's program to facilitate broadband connectivity throughout Larimer County
Presented by:	Walt Elish Mark Pfaffinger, Larimer County CIO Briana Reed-Harmel, Loveland Pulse

ATTACHMENTS:

- Larimer County/Loveland Pulse Presentation

BACKGROUND:

Staff has been in discussions with Loveland Pulse and Larimer County regarding the possibility of bringing high speed fiber internet service to the Town. As stated previously, Loveland Pulse is working with Larimer County to serve areas outside of the City of Loveland. This partnership has proven to be very successful in serving unserved or underserved areas of Larimer County.

Larimer County is very interested in continuing this model and exploring the opportunity to serve the underserved or unserved areas around the Town of Berthoud now that Berthoud has initiated discussions with Loveland Pulse. Larimer has been actively engaged in our discussions and is possibly interested in forming a partnership, similar to what is already in place with Loveland Pulse, to serve those areas around the Berthoud town limits, that are in the County. Berthoud has the potential to be a beneficiary of this partnership since the County would most likely install a distribution and/or a middle mile line through Berthoud to serve those areas in the County.

FISCAL IMPACT AND FUND SOURCE:

A comprehensive fiscal impact analysis has not been completed at this time.

COMMUNITY TOUCHSTONES:

The project has the potential to impact Berthoud's overall quality of life and place since most everyone relies on high-speed quality internet service. Whether a person has a home-based business, working out of their home, taking online courses or using the

internet for personal entertainment or needs, having reliable and affordable internet service is paramount in maintaining Berthoud's attractiveness as a desirable location to live and work.

RECOMMENDED ACTION(S):

Staff will take direction from the Board after the presentation.



Town of Berthoud

May 9, 2023



AGENDA

- ▶ Introductions
- ▶ Telecommunications
- ▶ Larimer County Strategic Plan
- ▶ Community Fiber
- ▶ Pulse Overview



TELECOMMUNICATIONS

– How do we communicate?

Telecommunication is the transmission of information over a distance using technology

Wireless Technology

- ▶ Satellite: GPS, HughesNet, Starlink
- ▶ Radio: VHF/UHF, Point to Point, CB, etc...
- ▶ Cellphone: 3G/4G/5G
- ▶ WiFi: 2.4/5 GHz local networks

Wireline Technology

- ▶ Digital Subscriber Line (DSL)
- ▶ Coaxial cable: modem and CATV
- ▶ Ethernet
- ▶ Optical fiber



BROADBAND

– What is the need?

- Current Market Condition
 - Need for high-speed internet
 - Work from Home
 - Telehealth
 - Education
 - Economic Development
 - Future Proofing
 - Smart City Initiatives
 - Emergency Management
- Internet Service
 - FCC/NTIA Definition
 - Current 'high-speed' broadband definition: 25/3 Mbps
 - Minimum acceptable speed 100/20 Mbps





LARIMER COUNTY BROADBAND STRATEGIC PLAN



► "Everywhere is Somewhere"

Vision: Expansion of high-speed fiber optic broadband is best achieved through partnerships allowing Larimer County to be one of the most connected areas in the country serving not only urban, but sub-urban and rural populations.

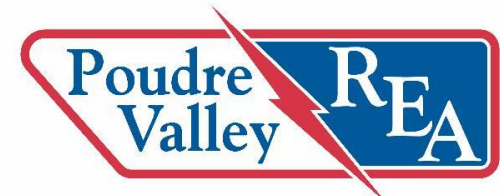
- **Broadband is a utility** and **community asset** so we need future proof and resilient solutions. Ubiquitous high speed broadband to all residents is our goal.
- **Community owned broadband** utilities are preferred. They are proven long term partners in our community, protect our investments, run as non-profit partners and insure the best value and quality to residents.
- Building high speed fiber broadband networks is expensive, but it is a critical enabler for resilient communities.
- Leveraging community partnerships is our strength and our residents will benefit in the long run.

WHY COMMUNITY FIBER?

- Community-owned – considers broadband no different than power, water, and sewer – it is an essential utility needed by all citizens
 - Create equity through bridging the “digital divide”
- Local control
- Community-focused
- Money stays local
- Accelerated implementation
- End-to-end broadband solution



Platte River
Power Authority

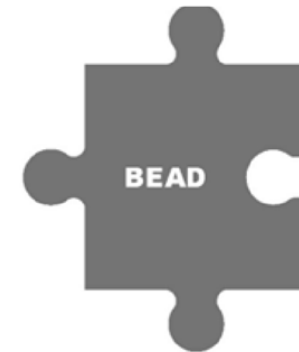
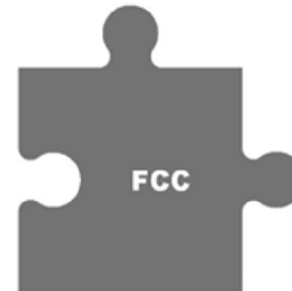


Your Touchstone Energy® Cooperative 

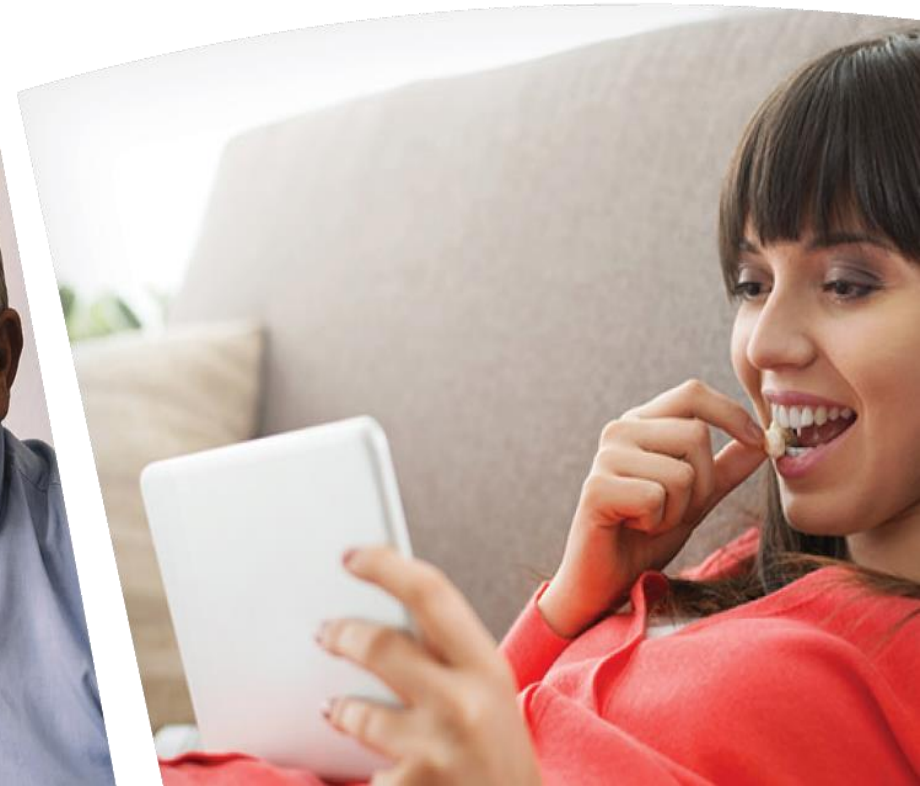


BROADBAND BUSINESS MODEL

- Where does the money come from?
 - Town's Capital Fund
 - ✓ Paid back over time
 - Larimer County Partnership
 - Future ISP participation to expand network
 - ✓ Capital expense – Income share
 - Future Grant Applications
 - ✓ Capital Project Fund (May 2023) – Middle and Last Mile
 - BEAD Fund (2024) – Last Mile
 - ✓ Underserved less than 100/100
 - ✓ DOLA – Planning and Design



Pulse provides multigigabit internet, WiFi, TV, and voice services on a brand-new community-owned and run fiber-optic network.



COMMUNITY-OWNED

Pulse is a community-constructed, managed, and owned utility. That means we're driven by our values, not by profit.

- ✓ Speed
- ✓ Reliability
- ✓ Excellent customer service & support
- ✓ Fair pricing
- ✓ Transparency





THE VALUE OF ALL-FIBER BROADBAND CONNECTIVITY

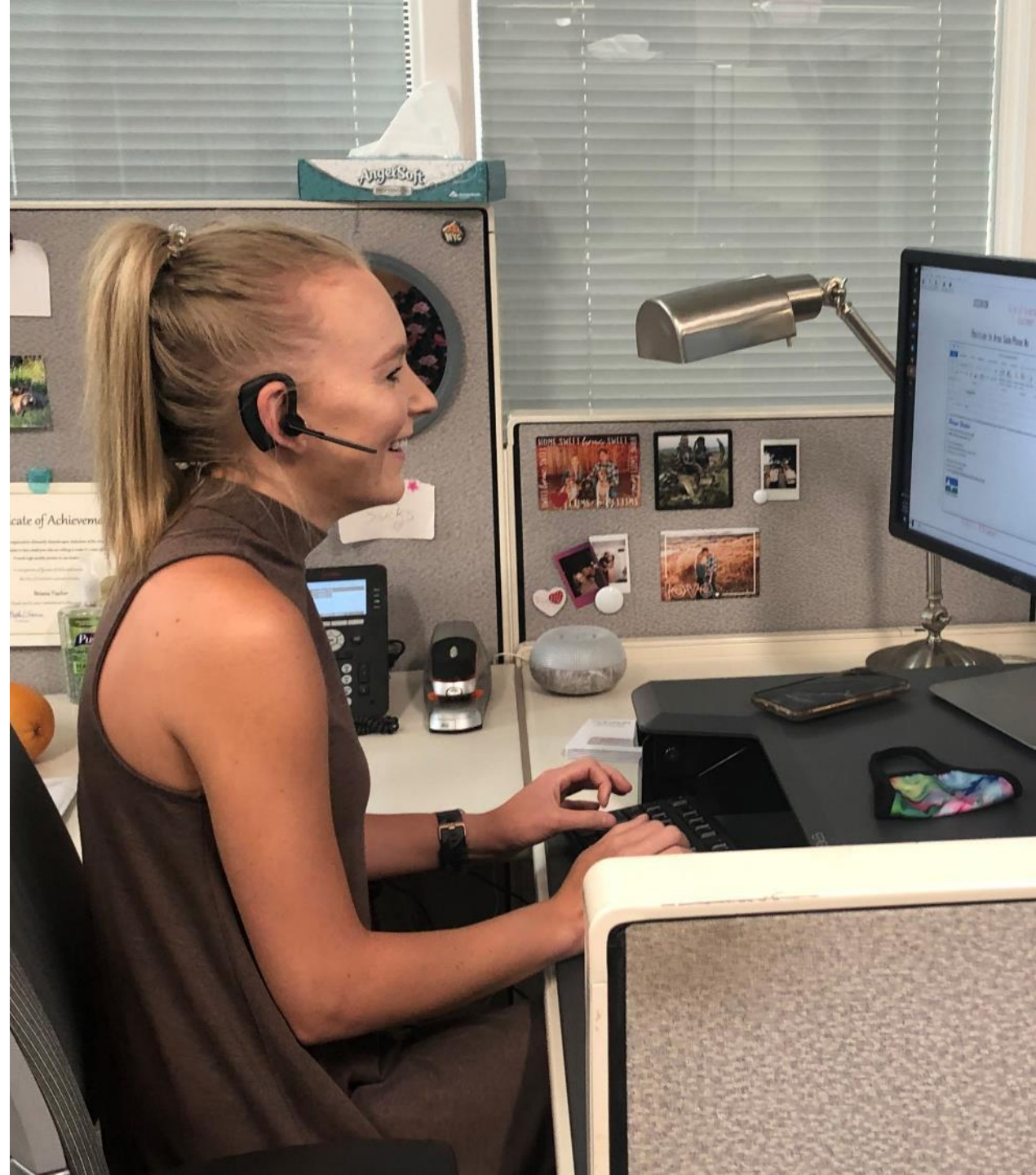
- ▶ Adaptable + futureproof multigigabit connectivity
- ▶ Symmetrical upload and download speeds
- ▶ No data caps
- ▶ Fiber right to your home/business
- ▶ Low latency
- ▶ Sustainable – less pollution than copper
- ▶ Security from would-be hackers
- ▶ Weather-resistant

Access to fiber increases a home's value by more than 3.1%.*

*What Fiber Broadband Can Do For Your Community | BROADBAND COMMUNITIES | www.bbcmag.com | FALL 2021

OPERATIONAL EXCELLENCE

- ▶ LOCAL customer service AND tech support
 - ▶ Customer Service
 - ▶ Network Operations Center
 - ▶ 24/7/365 Technical Support
 - ▶ Field Operations
- ▶ 2022 CX Innovation Award from Sugar





Pulse Customer Service Team



KidsPak is a local organization that focuses on providing weekend meals to food-insecure students, allowing them to reach their full potential. This is achieved through partnering with our schools, community, donors, and volunteers.

We chose this program because many kids in need get their primary meals from school. During the weekends and summer months, they often go hungry. KidsPak tries to help bridge that gap and make sure that kids basic needs, daily access to food, is being met.



Pulse Engineering Team



Health4Heroes is a local, Northern Colorado-based non-profit that provides a supportive community for Veterans and first responders. This community focuses on education, connection, and support.

We chose Health4Heroes because one of our engineers is a member with prior military and first responder experience. He is a big believer that exercise greatly benefits those dealing with PTSD and suicide prevention.



Pulse Administration Team



Habitat for Humanity is a nonprofit organization that helps families build and improve places to call home. They believe that affordable housing plays a critical role in strong and stable communities.

We chose Loveland Habitat because our construction manager volunteers often with them. She has family that is affected by poverty and feels strongly about supporting others in similar circumstances.



Pulse Communications and Marketing Team



Loveland's Community Kitchen seeks to provide food for those who are hungry, conversation for those who are lonely, and rest for those who are struggling. It is their goal to provide ready-to-eat meals to those in need and also provide people with a supportive community as they seek to become more self-sufficient.

We chose Loveland's Community Kitchen because we believe that it's not okay for people in our community to go hungry and that all should have access to food. As of June 18, 2022, they celebrated 2,000 consecutive days of meal service – through blizzards, and a global pandemic, without missing a day of service.



Make-A-Wish Colorado creates life-changing wishes for children with critical illnesses. One of our technicians chose Make-A-Wish Colorado because he lost his sister to Leukemia and remembers the incredible impact Make-A-Wish had on his sister during her treatment. When a wish is granted, a child replaces fear with confidence, sadness with joy, and anxiety with hope. Together, we can transform lives, one wish at a time!

WE'RE ALL ABOUT COMMUNITY

- ▶ Thompson School District Connecting Colorado Students Grant Program
- ▶ Additional local inter-governmental partnerships
- ▶ Subscriber Anniversary giving program
- ▶ Employee volunteerism



...AND THE COMMUNITY IS ALL ABOUT US!

- ▶ Net Promoter Score
- ▶ Highest Google reviews for any local ISP
- ▶ 2022 Inspiring Innovation Award from Loveland Chamber of Commerce
- ▶ 2022 Community Champion Award from Seeds of Innovation

online answered call staff called helpful
questions phone
service great
customer pulse easy installation
nice good process sign
internet knowledgeable person friendly
professional signed quick



PULSE INTERNET

	NEW	MOST POPULAR	NEW	
Starter \$44.95/mo	Connect \$64.95/mo	My Gig \$74.95/mo	Ultimate \$149.95/mo	Pro \$199.95/mo
100 Mbps	350 Mbps	1 Gig	3 Gigs	10 Gigs



INTERNET

Symmetrical speeds
Unlimited data – no caps
No long-term contracts
No throttling

PULSE Adaptive WiFi+



Speed Boost

Maximize your internet with a significant speed boost. Starter and Connect packages get a 150 Mbps boost, while My Gig subscribers gain another Gig.



HomePass® by Plume

An award-winning, intuitive app that optimizes your internet experience to deliver powerful, reliable WiFi throughout your home – while giving you complete network control and enhanced security.



Blanket your home in WiFi

2 WiFi SuperPods will extend your WiFi coverage to ensure no blind spots, while optimizing for maximum connectivity.



TiVo+

Stream over 55 HD channels through the PulseTV app.

VOICE & PULSETV



VOICE

Unlimited local and long-distance

Keep your current phone number

Full feature set (3-way calling, voicemail, caller ID, call forwarding, etc.)



PULSETV

Stream anywhere on any device

Free PulseTV app

Over 170 HD channels available, including locals

Altitude Sports and AT&T Sportsnet



HBO

SHOWTIME

CINEMAX

En Español

Sports
Lovers





AFFORDABLE CONNECTIVITY PROGRAM

We believe everyone needs access to reliable high-speed internet.

To support making this critical utility available to our entire community, we created the Pulse ACP Supplement, which provides an additional \$14.95/month on top of the \$30/month ACP recipients receive.

That means eligible households can get Pulse fiber internet at no cost.

PULSE OFFERS



2 GIGS!
Symmetrical speeds

Adaptive WiFi+ My Gig

\$99⁹⁵/month total

Includes all taxes, fees, and equipment.



100 Mbps
Symmetrical speeds

Starter + Base WiFi + ACP*

\$0/month total

Includes all taxes, fees, and equipment.
*For qualifying households.

PULSE BUSINESS SOLUTIONS



Business Internet

Symmetrical speeds
Unlimited data – no caps
No long-term contracts
No throttling
Enterprise solutions
Speeds over 100 Gig



Managed WiFi

Adaptive mesh WiFi coverage

Always-on network to manage staff and customer access

Enterprise grade AI security

Guest analytics and insights



VOICE

Basic dial tone for alarms/fire panels/elevators/fax

Standard Business Voice lines (use your own phone equipment)

Cloud Based PBX system – full featured, customizable

SIP Trunk



PULSETV for Business

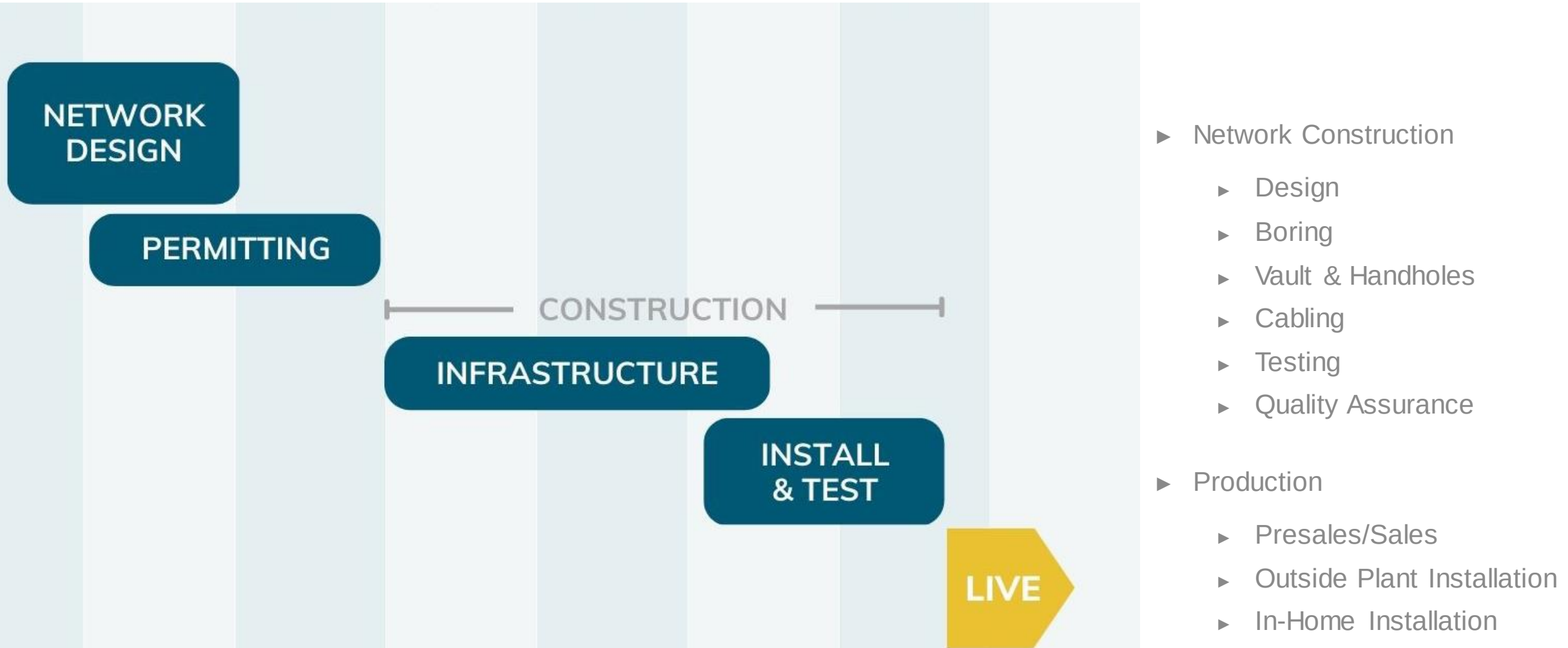
140 + channels

Local TV stations included
Sports and Premium channels available including Altitude Sports and AT&T Sportsnet

Public & Private Viewing options for

- Restaurants and bars
- Hotels, healthcare, and education
- Offices and retail

CONSTRUCTION PHASING



**Estimate schedule. Dependent on material supply, weather days and other factors.*

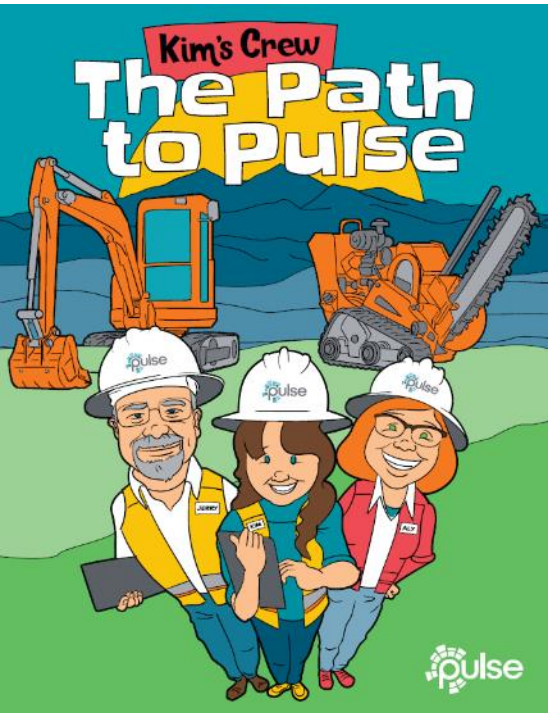
NETWORK INSTALL



PREMISE INSTALL



CUSTOMER CONNECTIONS





THANK YOU!!



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