



**Garden
Spot of
Colorado**

**MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, April 23, 2024, 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. Meeting Called To Order - Mayor William Karspeck
2. Pledge Of Allegiance - Mayor William Karspeck
3. Roll Call - Mayor William Karspeck
4. Swearing In Of Newly Elected Officials
5. Recognition Of Outgoing Officials
6. Citizen Participation
7. Scheduled Items And Estimated Time For Discussion

7.I. Consent Agenda

Introduction By: Christian Samora

Documents:

MEMO RE CONSENT AGENDA.PDF
A. APRIL 23, 2024 TOWN BOARD AGENDA.PDF
B. MARCH 26, 2024 MEETING MINUTES.PDF
C. RESOLUTION 2024-07 APPOINTING OFFICIALS.PDF
D. ROAD IMPROVEMENTS BID AWARD.PDF
E. ROAD AND SIDEWALK CONCRETE IMPROVEMENTS BID AWARD.PDF
F. 2024 CHIP, CRACK SEAL, AND PATCHING BID AWARD.PDF
G. PROCLAMATION - HISTORIC PRESERVATION MONTH.PDF
H. JANUARY AND FEBRUARY 2024 FINANCIAL INFORMATION.PDF
I. APRIL 2024 BOARD REPORT.PDF

7.II. Appointment Of Mayor Pro-Tem

Introduction By: Town Board

Documents:

[MEMO RE APPOINTMENT OF MAYOR PRO-TEM.PDF](#)

7.III. District Attorney's Office Public Safety Update
Introduction By: Gordon P McLaughlin

Documents:

[MEMO RE DISTRICT ATTORNEY PRESENTATION.PDF](#)

7.IV. Adoption Of National Electric Code - Introduction
Introduction By: Anne Johnson

Documents:

[MEMO RE ADOPTION OF NATIONAL ELECTRIC CODE.PDF](#)
[A. ORDINANCE 1336.PDF](#)
[B. ORDINANCE 1336 SERIES 2024 ATTACHMENT A.PDF](#)
[C. PUBLIC HEARING PUBLISHERS AFFIDAVIT.PDF](#)

7.V. Heron Lakes 17th Filing Change Of Zone - Public Hearing
Introduction By: Anne Johnson

Documents:

[MEMO RE HERON LAKES 17TH FILING CHANGE OF ZONE.PDF](#)
[A. STAFF REPORT.PDF](#)
[B. ORDINANCE.PDF](#)
[C. STAFF REPORT ATTACHMENTS.PDF](#)
[D. REZONING MAP HL17 AMD 6.PDF](#)
[E. PUBLIC NOTICE AFFIDAVIT.PDF](#)

7.VI. Hilltop Broadband Right Of Way Use Agreement
Introduction By: Walt Elish

Documents:

[MEMO RE BROADBAND RIGHT OF WAY AGREEMENT.PDF](#)
[HILLTOP BROADBAND RIGHT OF WAY AGREEMENT.PDF](#)

7.VII. Downtown Development Authority Update
Introduction By: Walt Elish

Documents:

[MEMO RE DOWNTOWN DEVELOPMENT AUTHORITY UPDATE.PDF](#)
[A. DDA FACT SHEET.PDF](#)
[B. DDA PROPERTY AND SALES TAX SUMMARY REPORT.PDF](#)
[C. DDA PROPOSED DISTRICT MAP REVISED 4-3-24.PDF](#)
[D. DDA MEETING NOTICE FLYER - BUSINESSES.PDF](#)
[E. DDA MEETING NOTICE FLYER - RESIDENTS \(2\).PDF](#)
[F. PLAN OF DEVELOPMENT_DRAFT.DOCX10523.PDF](#)

8. Elected Official Reports

1. Town Board - Tim Hardy, May Albrecht, Sean Murphy, Karl Ayers, Chris Kurtz, and Brett Wing
2. Mayor - William Karspeck
3. Staff - Town Administrator, Attorney

9. Executive Session

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

9.I. Purchase Of County Road 15 Property
Introduction By: Chris Kirk

Documents:

[MEMO RE - LCR 15 LAND PURCHASE.PDF](#)
[TOWN OF BERTHOUD CONTRACT ON BEFUS 4.2.2024 MBSS REVISIONS 4.18.24.PDF](#)
[DRAFT ADDENDUM TO PSA.PDF](#)

10. 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:	March 26, 2024
Agenda Title/Subject:	Consent Agenda
Type of Item:	Regular Item
Purpose:	The Consent Agenda contains routine items that can be approved with a single action by the Board.
Presented by:	Christian Samora

ATTACHMENTS:

- a) April 23, 2024, Meeting Agenda
- b) March 26, 2024, Meeting Minutes
- c) Resolution 2024-07 Appointing Officials
- d) Road Improvements Bid Award
- e) Road and Sidewalk Concrete Improvements Bid Award
- f) 2024 Chip, Crack Seal, and Patching Bid Award
- g) Proclamation – Historic Preservation Month
- h) January and February 2024 Financial Information
- i) April 2024 Board Report

BACKGROUND:

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

UPDATE/NEXT STEPS:

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

FISCAL IMPACT AND FUND SOURCE:

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

COMMUNITY TOUCHSTONES:

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

RECOMMENDED ACTION(S):

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

Followed by a second and a vote.



MEETING OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, April 23, 2024, 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

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. SWEARING IN OF NEWLY ELECTED OFFICIALS**
- V. RECOGNITION OF OUTGOING OFFICIALS**
- VI. CITIZEN PARTICIPATION**
- VII. SCHEDULED ITEMS and ESTIMATED TIMES FOR DISCUSSION**
 1. **Consent Agenda** (Christian Samora) (5 Min)
Consent Agenda items are considered to be routine by the Town Board and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.
 - a) April 23, 2024, Meeting Agenda
 - b) March 26, 2024, Meeting Minutes
 - c) Resolution 2024-07 Appointing Officials
 - d) Road Improvements Bid Award
 - e) Road and Sidewalk Concrete Improvements Bid Award
 - f) 2024 Chip, Crack Seal, and Patching Bid Award
 - g) Proclamation – Historic Preservation Month
 - h) January and February 2024 Financial Information
 - i) April 2024 Board Report
 2. **Appointment of Mayor Pro-Tem** (Town Board) (15 Min)
 3. **District Attorney's Office Public Safety Update** (Gordon P McLaughlin) (20 Min)
 4. **Adoption of National Electric Code – Introduction** (Anne Johnson) (10 Min)
Ordinance 1336 – an ordinance adopting the National Electric Code, 2023 Edition by reference in Municipal Code Chapter 11

April 23, 2024, 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.

- | | | | |
|----|--|-----------------------|-----------------|
| 5. | Heron Lakes 17th Filing Change of Zone – Public Hearing
Ordinance 1337 – an ordinance amending the zoning map of the Town of Berthoud to rezone a portion of Heron Lakes 17 th filing to residential R-2 and Agricultural districts. | (Anne Johnson) | (20 Min) |
| 6. | Hilltop Broadband Right of Way Use Agreement | (Walt Elish) | (15 Min) |
| 7. | Downtown Development Authority Update | (Walt Elish) | (10 Min) |

VIII.	ELECTED OFFICIAL REPORTS	(10 Min)
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1. Town Board – Tim Hardy, May Albrecht, Sean Murphy, Karl Ayers, Chris Kurtz, and Brett Wing
2. Mayor – William Karspeck
3. Staff – Town Administrator, Attorney

IX. EXECUTIVE SESSION

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

- | | | | |
|----|--|---------------------|-----------------|
| 1. | Purchase of County Road 15 Property | (Chris Kirk) | (10 Min) |
|----|--|---------------------|-----------------|

X. ADJOURN

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

April 23, 2024, Meeting Agenda

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



MEETING MINUTES OF THE TOWN BOARD

**Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, March 26, 2024, 6:30 p.m.**

3/26/2024 - Minutes

1. Meeting Called To Order - Mayor William Karspeck

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

2. Pledge Of Allegiance - Mayor William Karspeck

Mayor Karspeck led the Pledge of Allegiance.

3. Roll Call - Mayor William Karspeck

The following Board members were present:

Sean Murphy, Trustee
Tim Hardy, Trustee
Chris Kurtz, Trustee
Karl Ayers, Trustee
Mike Grace, Mayor Pro-Tem
Will Karspeck, Mayor

The following Board members were absent:

May Albrecht, Trustee

The following staff members were present:

Erin Smith, Town Attorney
Chris Kirk, Town Administrator
Christian Samora, Town Clerk
Lexi Weissman, Deputy Town Clerk
Ken Matthews, Director of Water Utilities
Tawn Hillenbrand, Senior Planner

4. Citizen Participation

Terri Shirley spoke regarding light pollution.
Leslie Tassi spoke regarding the upcoming election.
John Evans spoke regarding road and trail conditions.
Angie Rohnke spoke regarding an outdoor pool.

5. Scheduled Items And Estimated Time For Discussion

5.1. Consent Agenda

Items:

- a) March 26, 2024 Meeting Agenda
- b) March 12, 2024 Meeting Minutes
- c) Oil and Gas Administrative Suspension
- d) Handy Ditch - .25 Share Water Purchase
- e) Proclamation - Dark Sky Week

Trustee Kurtz moved to combine and approve the items on the Consent Agenda. Mayor Pro-Tem Grace seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.II. Rocky Mountain Conservancy Update

Estee Rivera with the Rocky Mountain Conservancy gave a presentation.

5.III. Revise Non-Potable Water Usage Fee

Director of Water Utilities, Ken Matthews, provided an introduction on the non-potable water usage fee.

Mayor Pro-Tem Grace moved to approve Resolution 2024-05, a Resolution of the Town of Berthoud adopting an amendment to the 2024 Fee Schedule for the Town of Berthoud as provided in the Berthoud Municipal Code, retroactive to January 1, 2023. Trustee Kurtz seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.IV. Short-Term Rental Draft Regulation

Senior Planner, Tawn Hillenbrand, gave an introduction on the short-term rental draft regulations.

Mayor Karspeck opened the topic up to public comment.

Lynsey Morgan, Jeanine Weinzierl, Matthew Gawin, Sherry Watts, Kimberly Lord Stewart, John Evans, Scott Canby, and Judy Innes spoke during public comment.

Mayor Karspeck closed the public comment.

The Board was supportive of Cap Option 2 within the draft regulation and scheduling a study session to further discuss.

5.V. Oil And Gas Regulations - Continuance

Administrator Kirk gave an update on the oil and gas regulations.

Trustee Kurtz moved to continue the Public Hearing and direct staff to re-publish the hearing to a time in the future when Mr. Foote is able to address comments received. Trustee Murphy seconded the motion. By unanimous decision, THE MOTION CARRIED.

5.VI. Legacy Park Metro District Service Plan - Public Hearing

Administrator Kirk gave an introduction on the Legacy Park Metro District service plan.

Alan Pogue, Don Henson, and Ed Bulleit with Legacy Park Metro District gave a presentation.

Trustee Ayers moved to extend the meeting past 9:30 pm to 11:00 pm. Trustee Murphy seconded the motion. By unanimous decision, THE MOTION CARRIED.

Mayor Karspeck opened up the Public Hearing.

No one spoke during the Public Hearing.

Mayor Karspeck closed the Public Hearing.

Mayor Pro-Tem Grace moved to approve Resolution 2024-06. Trustee Kurtz seconded the motion. In a 4-2 roll call vote, THE MOTION CARRIED.

6. Elected Official Reports

Trustee Hardy:

Hardy commented on the sewer pipeline and the sculptures being placed near I-25. Hardy mentioned a bright light near I-25 and advocated for voting in the current Town election.

Trustee Kurtz:

Kurtz advocated for voting in the current Town election.

Trustee Murphy:

Murphy reported on the Tree Committee and Arbor Day, as well as a possible tree carving cost share program. Murphy reported on social media posts and contact with Town tree staff.

Mayor Pro-Tem Grace:

Grace reported on the Youth Advisory Committee and that he will not be in attendance if there is an April 9 meeting. Grace inquired about railroad and CDOT updates.

Mayor Karspeck:

Karspeck reported on the statues installed near I-25. Karspeck reported on a Thompson Valley shadow program and an upcoming hearing for the rail commission.

Trustee Ayers moved to extend the meeting through to the end of the Executive Session. Mayor Pro-Tem Grace seconded the motion. By unanimous decision, THE MOTION CARRIED.

7. Executive Session

Mayor Pro-Tem Grace moved to enter into Executive Session to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators pursuant to C.R.S. Section 24-6-402(4)(e)(I). The following is provided for informational purposes: Potential Property Acquisition. Trustee Hardy seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

8. Adjourn

The meeting adjourned at 11:31 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	Resolution 2024-07 Appointing Officers
Type of Item:	Consent Agenda
Purpose:	To appoint officers in accordance with CRS § 31-4-304
Presented by:	Christian Samora

ATTACHMENTS:

- Resolution 07-2024 Appointing Municipal Officers

BACKGROUND:

In accordance with Section 31-4-304 of Colorado Revised Statutes (CRS), the Board of Trustees shall appoint a Clerk, Treasurer, Attorney, Town Administrator and offer officers as deemed necessary. Such appointment shall occur within 30 days of the regular election.

The officials appointed in this resolution are unchanged from the appointments made in 2022 with exception to the Chief of Police.

UPDATE/NEXT STEPS:

- This is a routine item and will not require any further action after approval.

FISCAL IMPACT AND FUND SOURCE:

There will be no fiscal impact in connection with the passage of this Resolution.

COMMUNITY TOUCHSTONES:

This resolution will support all three Touchstones established by the Board of Trustees by providing the officers necessary to do so.

Community Identity, Sustainability, and Resiliency.

RECOMMENDED ACTION(S):

The recommendation for this item is to approve the resolution as part of the Consent Agenda.

TOWN OF BERTHOUD
RESOLUTION NO. 07
(Series 2024)

**A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF
BERTHOUD, COLORADO REAPPOINTING MUNICIPAL OFFICERS
PURSUANT TO CRS § 31-4-304**

WHEREAS, in accordance with CRS § 31-4-304 and Chapter 3 of the Berthoud Municipal Code, the Town Board shall appoint officers to certain positions; and

WHEREAS, such appointments shall be made within 30 days after each regular election; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF BERTHOUD, COLORADO THAT:

1. The Town Board incorporates the foregoing recitals as findings by the Town Board.
2. The Town Board hereby appoints the following individuals to serve in the office indicated:

a) Town Administrator	Christopher Kirk
b) Town Attorney	Erin Smith
c) Town Clerk	Christian R. Samora
d) Town Treasurer	Cindy Leach
e) Town Clerk Pro-Tem	Lexi Weissman
f) Chief of Police	Justin Williamson
g) Municipal Judge	Stewart Olive & Sunita Sharma

RESOLVED, APPROVED, AND ADOPTED this 23rd day of April 2024.

TOWN OF BERTHOUD

By: _____
William Karspeck, Mayor

[SEAL]

ATTEST: _____
Christian R. Samora Town Clerk

BOARD OF TRUSTEES INFORMATION



PUBLIC WORKS DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	2024 Road Improvements Bid Award
Type of Item:	Consent Agenda
Purpose:	Board approval to Award Contract
Presented by:	Keith Knoll – Public Works Operations Manager

ATTACHMENTS:

- Project Location and Repairs
- Coulson Excavating Bid Form

BACKGROUND:

Town staff received 9 Bids for the 2024 Berthoud Road Improvements Project. Coulson Excavating submitted the lowest bid at \$875,792.00.

This portion of the 2024 Road Improvements includes reconstruction of 2nd St. between Welch Ave. and Blue Spruce, an extension of Franklin Ave. between 1st St. and 2nd St., Various patching on S. Berthoud Parkway, and a sidewalk extension on Welch Ave. from 1st St. to the Berthoud Public Library.

COMMUNITY TOUCHSTONES:

The Board of Trustees' Less-is-More Strategic Plan set a Measurable Milestone Goal of budgeting \$1 million per year for street maintenance for five years. This increased budget focused on Berthoud's infrastructure **Resiliency**, allows funding for both new asphalt repairs and road prolonging asphalt seals, thus increasing the **Sustainability** of our roadways.

FISCAL IMPACT AND FUND SOURCE:

Project is fully funded in the Approved 2024 Budget

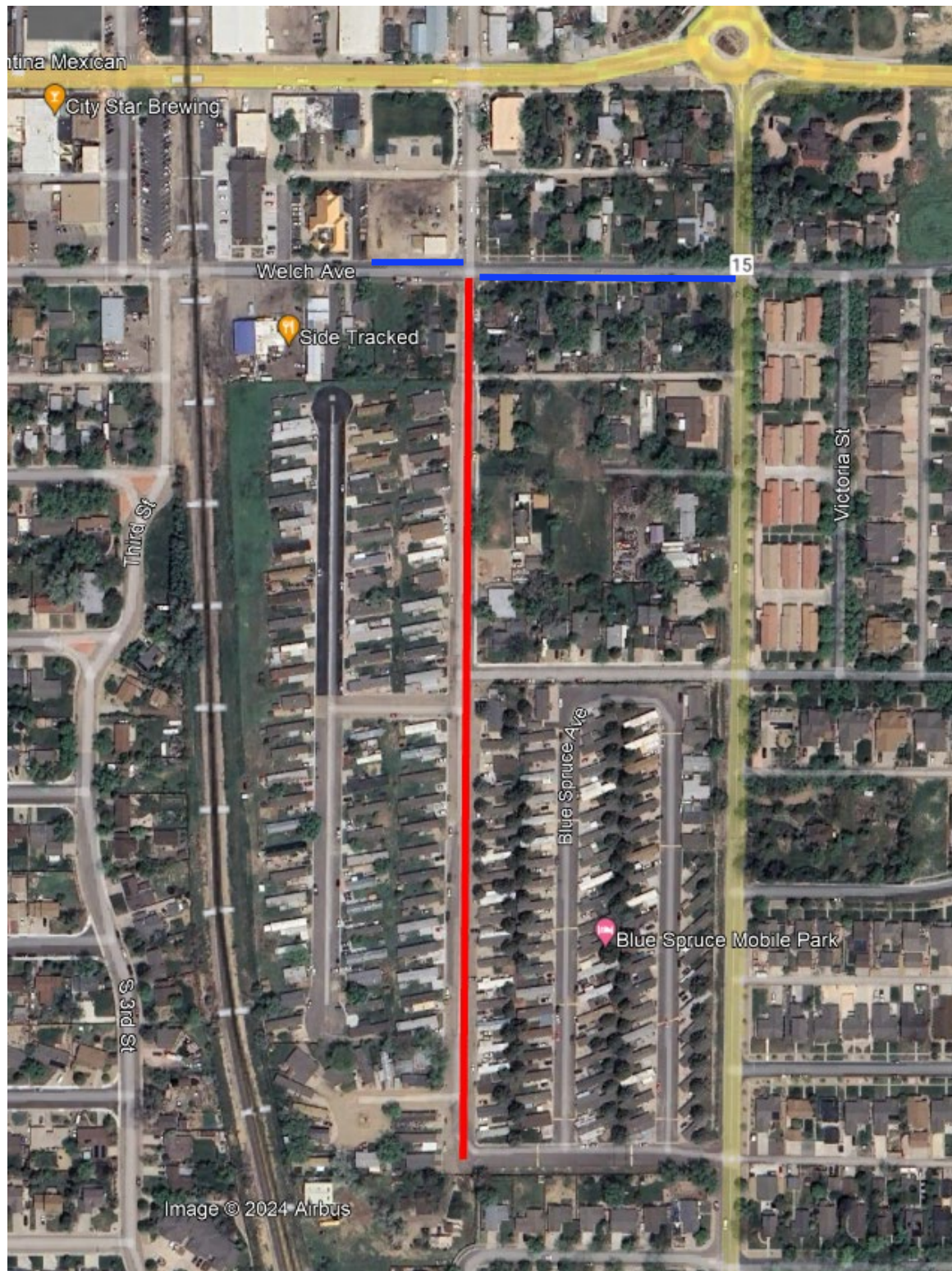
51-00-5239.00 – Street Improvements - \$2,300,000.00

RECOMMENDED ACTION(S):

Board Approval for town staff to award the 2024 Berthoud Road Improvements Project to Coulson Excavating.

Project Locations

Project A - 2nd St. Reconstruction (Red) and Welch Ave. Sidewalk Extension (Blue)



Project B - Franklin Ave. Extension



Project C. - Berthoud Parkway Paving & Patching

Various Patching throughout red areas - 403-00721 – 821 SY

New Paving construction colored blue - 403-33741 – 525 SY



A. 2nd Street Reconstruction

ITEM NUMBER	ITEM	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
201-00000	Clearing and Grubbing	1	Lump Sum	\$ 5,500.00	\$5,500.00
202-00200	Removal of Sidewalk	3	Sq Yard	\$ 56.00	\$168.00
202-00203	Removal of Curb and Gutter	88	Lin Foot	\$ 6.50	\$572.00
202-00220	Reclamation of Asphalt Mat	9750	Sq Yard	\$ 3.00	\$29,250.00
202-05026	Sawing Asphalt Material (All thicknesses)	155	LF	\$ 7.50	\$1,162.50
207-00704	Sub Soil Prep and Grading	9750	Sq Yard	\$ 2.00	\$19,500.00
208-00046	Pre-fabricated Concrete Washout Structure (Type 1)	1	EACH	\$ 1,700.00	\$1,700.00
208-00054	Storm Drain inlet protection (Type II)	1	EACH	\$ 500.00	\$500.00
208-00070	Vehicle Tracking Pad	1	EACH	\$ 2,200.00	\$2,200.00
208-00106	Sweeping (Sediment Removal)	16	EACH	\$ 130.00	\$2,080.00
210-00010	Reset Ground Sign	1	EACH	\$ 500.00	\$500.00
304-06000	Aggregate Base Course (Class 6)	250	CY	\$ 55.50	\$13,875.00
403-33741	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	1375	TON	\$ 89.00	\$122,375.00
	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)	825	TON	\$ 92.50	\$76,312.50
412-00801	Concrete Pavement (8 Inch)	857	Sq Yard	\$ 105.00	\$89,985.00
603-10180	18 Inch Corrugated Steel Pipe	6	LF	\$ 155.00	\$930.00
603-30018	18 Inch Steel End Section	1	EACH	\$ 700.00	\$700.00
608-00006	Concrete Sidewalk (6 Inch)	370	Sq Yard	\$ 74.00	\$27,380.00
608-00010	Concrete Curb Ramp	40	Sq Yard	\$ 185.00	\$7,400.00
609-21021	Curb and Gutter (Type II-M)	2442	Lin Foot	\$ 33.00	\$80,586.00
604-50210	Manhole Ring and Cover	6	EACH	\$ 440.00	\$2,640.00
210-01710	Reset Valve	5	EACH	\$ 290.00	\$1,450.00
	Rock Mulch 1.5" Min (Material Only)	12500	SF		\$12,120.00
	Rock Mulch 1.5" delivery and install at 4" depth - 12500 SF	202	TON	\$ 280.00	\$56,560.00
	Weed Barrier - (30 Year min)	12500	SF	\$ 0.45	\$5,625.00
	Sidewalk Chase (2' Wide)	1	EACH	\$ 3,600.00	\$3,600.00
	Speed Hump with Signage and Striping	2	EACH	\$ 3,300.00	\$6,600.00
	Concrete Pan (5 ft) Removal and Replacement - Welch Ave.	40	LF	\$ 112.00	\$4,480.00
	6' Cross Pan	2	EACH	\$ 4,250.00	\$8,500.00
625-00000	Construction Surveying	1	Lump Sum	\$ 10,000.00	\$10,000.00
626-00000	Mobilization	1	Lump Sum	\$ 19,700.00	\$19,700.00
630-00012	Traffic Control Mgmt	20	Day	\$ 1,450.00	\$29,000.00
Total Construction Costs					\$642,951.00

Poulson

B. Franklin Avenue Extension					
ITEM NUMBER	ITEM	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
203-00000	Unclassified Excavation	50	CY	\$ 37.00	\$1,850.00
203-00200	Borrow	300	CY	\$ 45.00	\$13,500.00
207-00704	Sub Soil Prep and Grading	886	SY	\$ 2.00	\$1,772.00
208-00046	Pre-fabricated Concrete Washout Structure (Type 1)	1	EA	\$ 1,700.00	\$1,700.00
208-00070	Vehicle Tracking Pad	1	EA	\$ 2,200.00	\$2,200.00
208-00106	Sweeping (Sediment Removal)	16	HR	\$ 130.00	\$2,080.00
212-01200	Landscape Restoration	1	LS	\$ 17,000.00	\$17,000.00
304-06004	Aggregate Base Course (Class 6)	140	CY	\$ 78.00	\$10,920.00
403-33741	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	275	TON	\$ 95.00	\$26,125.00
412-00600	Concrete Pavement (6 Inch)	40	SY	\$ 85.00	\$3,400.00
608-00006	Concrete Sidewalk (6 Inch)	135	SY	\$ 75.00	\$10,125.00
608-00010	Concrete Curb Ramp	15	SY	\$ 185.00	\$2,775.00
609-21020	Curb and Gutter Type 2 (Section I-B)	520	LF	\$ 35.50	\$18,460.00
625-00000	Construction Surveying	1	LS	\$ 7,400.00	\$7,400.00
626-00000	Mobilization	1	LS	\$ 12,500.00	\$12,500.00
630-00012	Traffic Control Mgmt	10	DAY	\$ 2,200.00	\$22,000.00
Total Construction Costs					\$153,807.00

C. Berthoud Parkway Paving & Patching					
ITEM NUMBER	ITEM	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
207-00704	Sub Soil Prep and Grading	525	SY	\$ 4.50	\$2,362.50
304-06000	Aggregate Base Course (Class 6)	50	CY	\$ 108.00	\$5,400.00
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	821	SY	\$ 54.00	\$44,334.00
403-33741	Hot Mix Asphalt (Grading S)(75)(PG 64-22) - 4 " Depth	525	SY	\$ 27.50	\$14,437.50
630-00012	Traffic Control Mgmt	5	DAY	\$ 2,500.00	\$12,500.00
Subtotal					
Total Construction Costs					\$79,034.00

Quantities are estimates for bidding purposes. Contractor to verify actual quantities.

TOTAL PROJECT COST Project A + B + C: \$

\$875,792.00

Coulson

BOARD OF TRUSTEES INFORMATION



PUBLIC WORKS DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	2024 Road & Sidewalk Concrete Improvements Bid Award
Type of Item:	Consent Agenda
Purpose:	Board approval to Award Contract
Presented by:	Keith Knoll – Public Works Operations Manager

ATTACHMENTS:

- Berthoud 5-Year Sidewalk Improvement Plan
- Lucero Bid Form

BACKGROUND:

Town staff received 12 Bids for the 2024 Road and Sidewalk Concrete Project. Lucero Concrete Contractors submitted the lowest bid at \$468,702.25.

The ADA ramp & sidewalk repairs covered in this project include the leftover 2023 sidewalk repairs and the 2024 sidewalk repairs from the 5-Year Sidewalk Improvements Plan.

COMMUNITY TOUCHSTONES:

The Board of Trustees' Less-is-More Strategic Plan set a Measurable Milestone Goal to establish a sidewalk maintenance and replacement plan. This goal improves on Berthoud's infrastructure **Resiliency**, and created funding for all necessary concrete repairs, thus increasing the **Sustainability** of our roadways and pedestrian sidewalks.

FISCAL IMPACT AND FUND SOURCE:

This project is fully funded in the Approved 2024 Budget.

51-00-5239.00 – Street Improvements - \$2,300,000.00

41-00-5221.00 – Downtown Sidewalk Replacement - \$350,000.00

RECOMMENDED ACTION(S):

Board Approval for town staff to award the 2024 Berthoud Road & Sidewalk Concrete Bid Award to Lucero Concrete Contractors

Town of Berthoud - Sidewalk Improvements 5 Year Plan

2023

Location	NOTES
7th St. Place	COMPLETE
7th St. - Bunyan Ave. to Franklin Ave.	COMPLETE
Bunyan Ct.	COMPLETE
6th St. Ct.	COMPLETE
6th St. - Section S. of Bunyan	COMPLETE
Franklin 6th St. - 9th St.	COMPLETE
Lake 6th St. - 9th St.	2024
6th St. - Mass. Ave. to Franklin Ave.	2024
Turner Ave. - 3rd St. to 9th St.	2024
4th St. - Welch Ave. to Mountain Ave.	2024
Turner Ave. - 3rd St. to 6th St.	2024

2024

Location	NOTES
7th St - Franklin Ave. to Berthoud Town Park	
Mass. Ave. - 4th St. to 9th St.	
9th St. - Mountain Ave. to Mass. Ave.	

2025

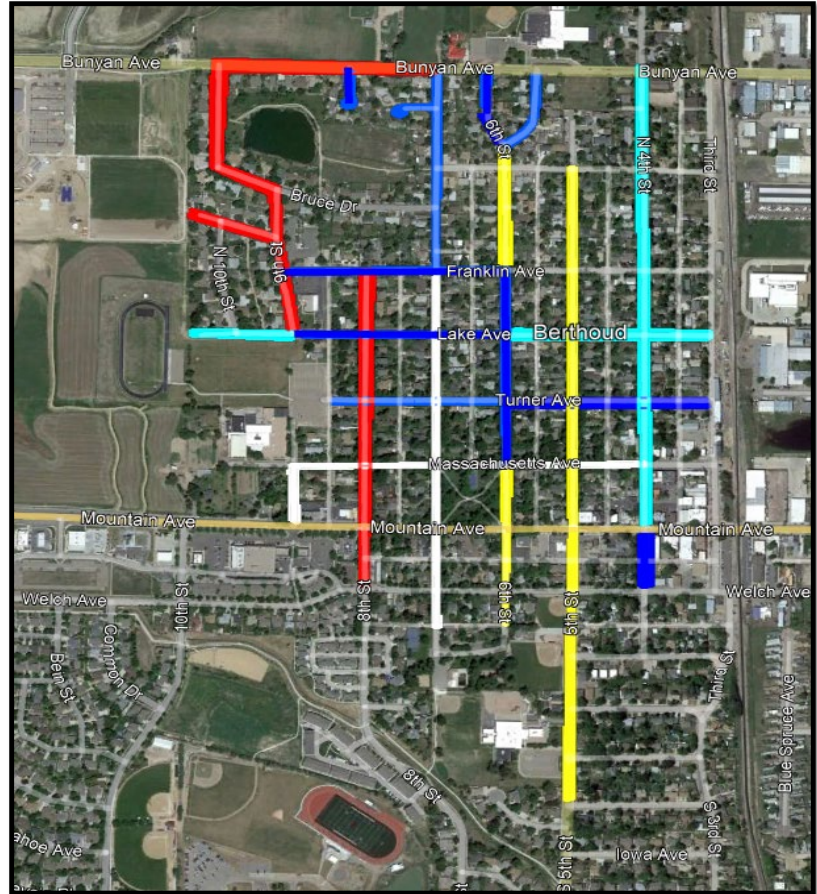
Location	NOTES
4th St. - Bunyan Ave. to Mountain Ave.	
Lake Ave. - 3rd St. to 6th St. & 9th St. to End	
Capital Ave. - 3rd St. to 5th St.	

2026

Location	NOTES
Bunyan Ave. (south) 7th St. to 10th St.	
10th St & 9th St. - Bunyan Ave. to Lake Ave.	
8th St. - Lake Ave. to Franklin Ave.	
Franklin Ave. from 9th St. to End	

2027

Location	NOTES
5th St. - Capital Ave. to Colorado Ave.	
6th St. Cap. To Frank. & Mass. To Town Park	



2024 Berthoud Road & Sidewalk Concrete Project

Updated Bid Sheet 3/13/2024 *Updates Shown in Red

The **2024 Road & Sidewalk Concrete Project** as defined per task order may consist of concrete replacement of defective curb, gutter, drain pans, attached and detached sidewalk and removing/placing new ADA ramps where needed for compliance. Some locations contain flagstone sidewalks, which must be removed carefully and stacked according to Town's directions. Actual work quantities will vary from the Bid Form quantities.

Landscaping restoration, expansion joints, dowels, and concrete saw cutting should be inclusive of concrete bid price.

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

ITEM NO	ITEM DESCRIPTION	PAY UNIT	TOTAL QTY	PROJECT UNIT PRICE	PROJECT TOTAL PRICE
1	Concrete pan (5ft) removal and replacement	LF	148	51.50	7,622.00
2	Concrete pan (2.5ft) removal and replacement	LF	0	25.75	0
3	Vertical Curb and gutter removal and replacement	LF	916	30.00	27,480.00
4	Alley 3" Curb and Gutter Removal and Replacement, 8" thick	LF	296	18.00	5,328.00
5	Alley Attached 4' sidewalk w. rollover curb (new / remove / replacement) 8" thick	LF	48	48.00	2,304.00
6	Alley Detached 4' Sidewalk (new / removal / replacement) 8" thick	LF	156	38.00	5,928.00
7	Flagstone removal and 4' sidewalk construction – Includes subgrade prep	LF	1541	33.75	52,008.75
8	New 4' attached or detached sidewalk construction – No existing sidewalk or flagstone (LF)	LF	1385	30.00	41,550.00
9	Attached 4' sidewalk w. rollover curb (remove/replacement)	LF	283	43.00	12,169.00
10	Attached 4' Sidewalk Removal & Replacement	LF	715	34.00	24,310.00
11	Detached 4' Sidewalk Removal & Replacement	LF	2970	34.75	103,207.50
12	Handicap Ramps single per CDOT specs (new, remove and replace) Directional	EA	65	1800.00	117,000.00
13	Handicap Ramps single per CDOT specs (new, remove and replace) Diagonal	EA	20	1800.00	36,000.00
14	1' Driveway transition Strip	LF	350	10.50	3,675.00
15	Concrete Trip Hazard Grinding	LF	100	40.00	4,000.00
16	Asphalt Patching (Grading S) (75) (PG 64-22) 4" Depth	TON	20	56.00	1,120.00
17	Traffic Control	EA	1	5,000	5,000.00
18	Mobilization	EA	1	20,000	20,000.00

TOTAL PROJECT COST: \$ 468,702.25

Four hundred sixty eight thousand seven hundred and two ²⁵/₁₀₀

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

Lucero

BOARD OF TRUSTEES INFORMATION



PUBLIC WORKS DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	2024 Chip Seal, Crack Seal & Patching Bid Award
Type of Item:	Consent Agenda
Purpose:	Board approval to Award Contract
Presented by:	Keith Knoll – Public Works Operations Manager

ATTACHMENTS:

- Project Location and Repairs
- Vance Brothers Bid Form

BACKGROUND:

Town staff received 2 Bids for the 2024 Berthoud Chip Seal, Crack Seal & Patching Project. Vance Brothers submitted the lowest bid at \$478,721.40.

This portion of the 2024 Road Improvements include chip sealing, patching, and crack sealing of CR 10e and Water Ave, various patching on 1st St., and S. 10th St., and crack sealing of the Peak View neighborhood.

COMMUNITY TOUCHSTONES:

The Board of Trustees' Less-is-More Strategic Plan set a Measurable Milestone Goal of budgeting \$1 million per year for street maintenance for five years. This increased budget focused on Berthoud's infrastructure **Resiliency**, allows funding for both new asphalt repairs and road prolonging asphalt seals, thus increasing the **Sustainability** of our roadways.

FISCAL IMPACT AND FUND SOURCE:

51-00-5239.00 – Street Improvements - \$2,300,000.00

RECOMMENDED ACTION(S):

Board Approval for town staff to award the 2024 Berthoud Chip Seal, Crack Seal, & Patching Bid Award to Vance Brothers.

Project Locations
Chip Seal, Crack Seal and Patching – Red
Crack Seal and Patching – Blue



2024 Berthoud Chip, Crack Seal, And Patching Project

Updated Bid Sheet 3/13/2024

*Updates Shown in Red

Vance
Brothers

The 2024 Berthoud Chip Seal, Crack Seal, & Patching Project includes crack sealing, asphalt patching, chip sealing, neighborhood notification, and traffic control for multiple locations. Estimated chip sealing and patching amounts are included in the bid sheet. Crack Seal amounts should be estimated by the bidder. Patching preparation should be included in cost and include milling preparation for T- Section patching. Discrepancies with chip sealing and patching amounts should be submitted for addendum review.

Proposals and bid prices must include complete maps for location estimated, amounts of materials, costs of labor, supervision, equipment, and traffic control.

ITEM NO	ITEM DESCRIPTION	PAY UNIT	TOTAL QTY	PROJECT UNIT PRICE	PROJECT TOTAL PRICE	Notes
1	Crack Seal – CR 10e	TONS	6	\$4,200.00	\$25,200.00	
2	Patching – CR 10e (Grading S)(75)(PG 64-22) 6" Depth	SY	690	\$71.88	\$49,597.20	
3	Chip Seal – 3/8" – CR 10e	SY	16,000	\$4.68	\$74,880.00	
4	Crack Seal – Water Ave.	TONS	2	\$4,200.00	\$8,400.00	
5	Patching – Water Ave. (Grading S) (75) (PG 64-22) 6" Depth	SY	1035	\$71.88	\$74,395.80	
6	Chip Seal – 3/8" – Water Ave.	SY	5,000	\$4.68	\$23,400.00	
7	Crack Seal – 1 st St.	TONS	15	\$4,200.00	\$63,000.00	
8	Patching – 1 st St. (Grading S) (75) (PG 64-22) 6" Depth	SY	285	\$71.88	\$20,485.80	
9	Crack Seal – Peakview Neighborhood	TONS	10	\$4,200.00	\$42,000.00	
10	Patching – Peakview Neighborhood (Grading S) (75) (PG 64-22) 6" Depth	SY	470	\$71.88	\$33,783.60	
11	Patching S 10 th St. (Grading S) (75) (PG 64-22) 6" Depth	SY	175	\$71.88	\$12,579.00	
12	Mobilization	EA	1	\$18,000.00	\$18,000.00	
13	Traffic Control	EA	1	\$33,000.00	\$33,000.00	

TOTAL PROJECT COST: \$ \$478,721.40

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

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	Historic Preservation Month Proclamation
Type of Item:	Consent Agenda
Purpose:	Proclaim Historic Preservation Month
Presented by:	Brian Dubois

ATTACHMENTS:

- Historic Preservation Month Proclamation

BACKGROUND:

Established in 1973 by the National Trust for Historic Preservation, the event is co-sponsored by local preservation groups, State historical societies, business and civic organizations across the country. During the month of May many events are planned to promote historic places for the purpose of instilling national and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation. Thousands of people participate annually in Preservation Month celebrations. As the advisory committee for the Town of Berthoud, HPAC requests that the Board of Trustees recognize Berthoud's History and this important month.

UPDATE/NEXT STEPS:

- None

FISCAL IMPACT AND FUND SOURCE:

None

COMMUNITY TOUCHSTONES:

Community Identity

RECOMMENDED ACTION(S):

Recommending the Town Board proclaim.

Historic Preservation Month Proclamation

WHEREAS, local historic preservation is an effective tool for revitalizing neighborhoods, promoting economic, social, and environmental sustainability, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS, preserving our historic resources is vital to maintaining the character and heritage of Berthoud; and

WHEREAS, the Berthoud Historic Preservation Advisory Committee actively works to survey and identify properties, structures, and areas that are culturally, architecturally, or historically significant to the Town; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the National Historic Preservation Act has had a profound impact on Colorado and all historic places listed on Local, State, and National Registers that contribute to the revitalization and recognition of communities through heritage tourism and the preservation of historic places that honor the diverse cultural, agricultural, natural, and built environments of our amazing State.

Now, Therefore, I, William Karspeck, Mayor of Berthoud, do hereby declare the month of May 2024 as:

HISTORIC PRESERVATION MONTH

In the Town of Berthoud, I, Mayor William Karspeck, and the Town of Berthoud Board of Trustees ask each resident to join us to observe this important month and bring attention to maintaining our history and historic properties.

William Karspeck, Mayor

Date

TOWN OF BERTHOUD AT A GLANCE

Monthly Report JANUARY 2024

- Sales & Use Tax revenue is 35% **over** budget for the month of January; \$1,236,732 was received and \$917,917 was budgeted.
- Town Revenue through January including transfers between funds is 8% **over** budget for 2024.
- Town Expenditures through January are 25% **under** budget for 2024.

Sales Tax Review

JANUARY	Berthoud Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined Total
2024	704,473.07	115,941.19	416,317.65	1,236,731.91
2023	769,358.29	187,031.19	93,929.65	1,050,319.13
2022	706,110.47	114,167.99	158,943.40	979,221.86
2021	482,581.83	129,820.83	230,511.79	842,914.45

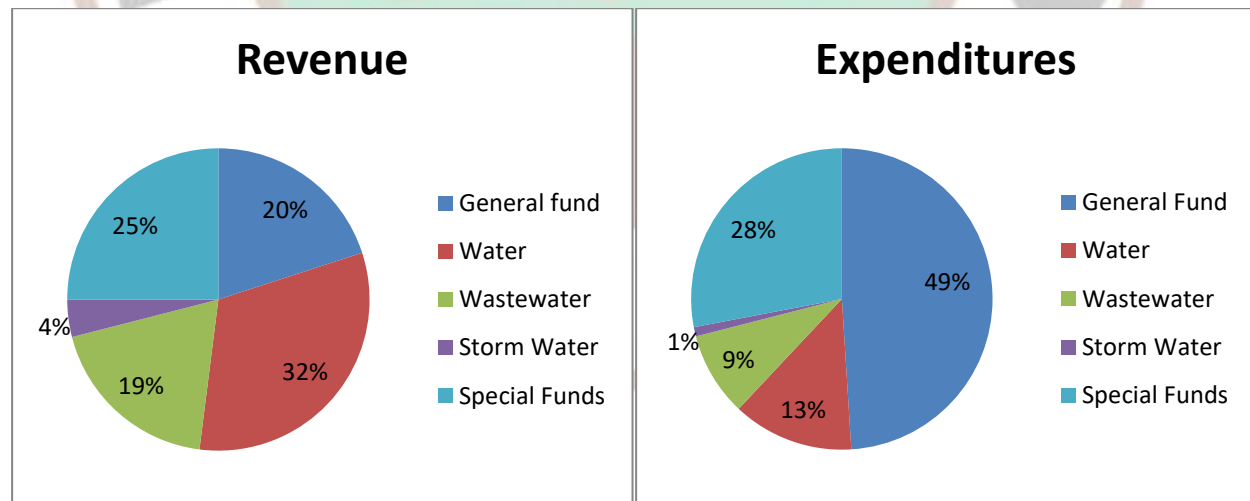
SALES TAX YEAR-TO-DATE FOR 2024

\$1,236,731.91

COMBINED STATEMENT OF REVENUES AND EXPENDITURES
JANUARY 2024

REVENUE	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	701,782	701,782	1,013,415	69%	6%
Water	1,130,159	1,130,159	792,180	143%	12%
Wastewater	657,801	657,801	442,962	148%	12%
Storm Water	157,097	157,097	89,833	175%	15%
Special Funds	905,252	905,252	955,412	95%	8%
TOTAL REVENUE	3,552,091	3,552,091	3,293,802	108%	9%

EXPENDITURES	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	1,438,461	1,438,461	958,622	150%	12%
Water	393,585	393,585	969,831	41%	3%
Wastewater	250,395	250,395	644,418	39%	3%
Storm Water	1,508	1,508	153,192	1%	1%
Special Funds	814,965	814,965	1,128,897	72%	6%
TOTAL EXPENDITURES	2,898,914	2,898,914	3,854,960	75%	6%

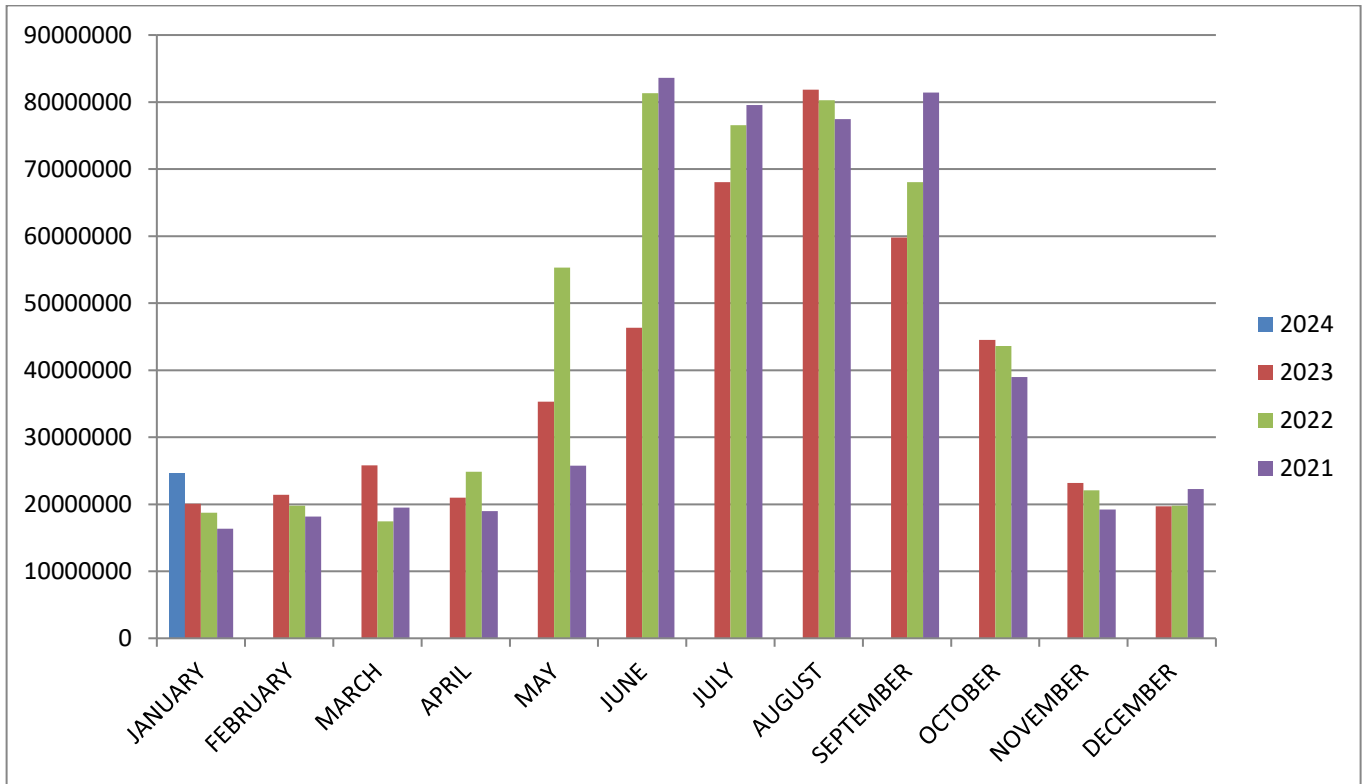


2024

	YEAR TO DATE TOTALS THRU JANUARY 2024
Single Family Permits	38
Overall Permit Total	76
Water Gallons Billed	24,700,000
Passports	95
Cemetery	0 Funerals

Building Permit & Permit Valuation by Year & 2024 YTD					
	2020	2021	2022	2023	2024 YTD
Single-Family home permits	505	508	222	220	38
All permits (roofing, decks, additions, etc.)	934	1110	809	748	76
Total Permit Value	\$119,451,932	\$238,661,288	\$164,526,847	\$119,408,321	\$17,342,692

BERTHOUD WATER USAGE



Personnel Summary

	Full-time	Part-time	Seasonal
Administration	13		
Code Enforcement	1		
Economic Development	1		
Planning-Building	5		
Streets	6		
Recreation	4		
Rec Center	7	83	
Parks-Forestry	12		
BATS	1	1	
Water-Wastewater	8		

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



BILLS SUMMARY JANUARY 2024 FINAL

BILLS ALLOWED

TOTAL BILLS	\$ 1,101,391
NET PAYROLL	\$ 311,902

Mayor William Karspeck

Mayor Pro-Tem Mike Grace

Trustee May Albrecht

Trustee Karl Ayers

Trustee Tim Hardy

Trustee Chris Kurtz

Trustee Sean Murphy

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1100200400							
10124318							
01/24	01/01/2024	101243	CIGNA	JANUARY 20	11-00-200400	Insurance Payable	40,906.62
10224300							
01/24	01/02/2024	102243	Allstate	JANUARY 20	11-00-200400	Insurance Payable	771.40
10224301							
01/24	01/02/2024	102243	Guardian	JANUARY 20	11-00-200400	Insurance Payable	6,031.32
Total 1100200400:							47,709.34
1100450100							
75597							
01/24	01/17/2024	75597	Witt, Laura	587727	11-00-4501-00	Court-Fees	351.07
Total 1100450100:							351.07
1100460300							
75580							
01/24	01/16/2024	75580	TRIPLE R REAL ESTATE I	2024.4	11-00-4603-00	Municipal Fee	219.78
Total 1100460300:							219.78
1100465400							
75585							
01/24	01/03/2024	75585	FRICKE CUSTOM HOMES	1442 SARA L	11-00-4654-00	Development Review	880.00
Total 1100465400:							880.00
1101500905							
75626							
01/24	01/31/2024	75626	Government Finance Office	2024	11-01-5009.05	Travel/Training-Finance	190.00
Total 1101500905:							190.00
1101500912							
75702							
01/24	01/29/2024	75702	Express Toll	2089161426	11-01-5009.12	Travel/Training-Clerk	4.66
Total 1101500912:							4.66
1101501001							
75600							
01/24	01/03/2024	75600	USPS-Berthoud	P1 1 2024	11-01-5010.01	Office Supplies-General Office	310.00
75688							
01/24	01/22/2024	75688	Midwest Connect	612109	11-01-5010.01	Office Supplies-General Office	1,750.00
75698							
01/24	01/25/2024	75698	Uline	172781019	11-01-5010.01	Office Supplies-General Office	2,082.08
Total 1101501001:							4,142.08
1101501101							
75614							
01/24	01/04/2024	75614	Voice Exchange (Paragon	60405-45835	11-01-5011.01	Telephone-General Office	38.00
Total 1101501101:							38.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1101501707							
75684							
01/24	01/22/2024	75684	Holbrook Service	F-40934	11-01-5017.07	Building Maintenance-Town Hall	1,375.90
Total 1101501707:							1,375.90
1101502001							
75607							
01/24	01/04/2024	75607	Chargepoint	238158	11-01-5020.01	Professional Services-Admin	1,946.70
Total 1101502001:							1,946.70
1101502801							
75612							
01/24	01/04/2024	75612	NextRequest	286995	11-01-5028.01	Records Management	6,287.40
Total 1101502801:							6,287.40
1101503800							
75586							
01/24	01/04/2024	75586	Brookside Gardens	HOLIDAY PA	11-01-5038.00	Administrative Expenses	2,356.60
75615							
01/24	01/08/2024	75615	Greer, ian	01082024	11-01-5038.00	Administrative Expenses	1,325.26
75625							
01/24	01/31/2024	75625	Hahn, Juliet	WINTER 202	11-01-5038.00	Administrative Expenses	100.00
75696							
01/24	01/25/2024	75696	Brookside Gardens	35530017	11-01-5038.00	Administrative Expenses	2,953.08
75713							
01/24	01/30/2024	75713	Hays Market	JAN24	11-01-5038.00	Administrative Expenses	63.09
Total 1101503800:							6,798.03
1101503901							
75608							
01/24	01/04/2024	75608	Colorado Municipal League	DUES24	11-01-5039.01	Dues/Subscriptions-Admin	4,142.00
75667							
01/24	01/10/2024	75667	Governmentjobs.com Inc.	39744	11-01-5039.01	Dues/Subscriptions-Admin	1,081.00
75682							
01/24	01/22/2024	75682	Employers Council Service	491372	11-01-5039.01	Dues/Subscriptions-Admin	22.82
Total 1101503901:							5,255.82
1101504103							
75572							
01/24	01/03/2024	75572	CyraCom LLC	1026144	11-01-5041.03	Court Expenses	90.00
Total 1101504103:							90.00
1101508907							
75710							
01/24	01/30/2024	75710	C & B Cleaning	Multiple	11-01-5089.07	Janitorial Service & Supplies	6,620.00
Total 1101508907:							6,620.00
1101509501							
75573							
01/24	01/03/2024	75573	Insight Public Sector, Inc.	1101129917	11-01-5095.01	Computer Maintenance/Replace	32.07

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
75604							
01/24	01/04/2024	75604	Anchor Network Solutions,	Multiple	11-01-5095.01	Computer Maintenance/Replace	5,845.94
Total 1101509501:							5,878.01
1101509601							
75598							
01/24	01/03/2024	75598	Comcast	JANUARY 20	11-01-5096.01	Internet	17.90
75662							
01/24	01/10/2024	75662	Comcast	JAN24-3	11-01-5096.01	Internet	20.60
Total 1101509601:							38.50
1103501101							
75663							
01/24	01/10/2024	75663	Complete Wireless Technol	104786	11-03-5011.01	Telephone	165.00
Total 1103501101:							165.00
1103501202							
75590							
01/24	01/10/2024	75590	XCEL Energy	859697988	11-03-5012.02	Utilities-Street Lights	8.08
75618							
01/24	01/22/2024	75618	Poudre Valley REA	JANUARY 20	11-03-5012.02	Utilities-Street Lights	1,476.91
75624							
01/24	01/31/2024	75624	XCEL Energy	Multiple	11-03-5012.02	Utilities-Street Lights	42.86
Total 1103501202:							1,527.85
1103502001							
75700							
01/24	01/29/2024	75700	Baseline Engineering Corp.	30257	11-03-5020.01	Professional Services	1,998.50
Total 1103502001:							1,998.50
1103503602							
75657							
01/24	01/10/2024	75657	4Rivers Equipment	Multiple	11-03-5036.02	Heavy Duty Veh/Equip Maint	8,823.07
Total 1103503602:							8,823.07
1103504506							
75589							
01/24	01/10/2024	75589	Republic Services	Multiple	11-03-5045.06	Shop Operations	1,255.83
75658							
01/24	01/10/2024	75658	Air Comfort	C006794	11-03-5045.06	Shop Operations	1,210.00
75718							
01/24	01/30/2024	75718	Mountain View Commercial	13686	11-03-5045.06	Shop Operations	375.00
Total 1103504506:							2,840.83
1103504704							
75650							
01/24	01/16/2024	75650	Colorado Barricade Co	Multiple	11-03-5047.04	Signs & Signage	3,117.00
Total 1103504704:							3,117.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1103525106							
75651							
01/24	01/16/2024	75651	Grainger	Multiple	11-03-5251.06	Tools	674.94
Total 1103525106:							674.94
1106503906							
75669							
01/24	01/10/2024	75669	MarksNelson	MN1037549	11-06-5039.06	Dues & Subscriptions	665.06
Total 1106503906:							665.06
1106511006							
75701							
01/24	01/29/2024	75701	Crazy Good Marketing	3751	11-06-5110.06	Professional Serv-Consultants	108.10
Total 1106511006:							108.10
1107501101							
75611							
01/24	01/04/2024	75611	Hilltop Broadband	1489-202312	11-07-5011.01	Telephone	261.56
75714							
01/24	01/30/2024	75714	Hilltop Broadband	1489-202401	11-07-5011.01	Telephone	261.56
Total 1107501101:							523.12
1107501209							
75617							
01/24	01/22/2024	75617	Poudre Valley REA	JANUARY 20	11-07-5012.09	Utilities-facilities/gen parks	1,062.90
75671							
01/24	01/10/2024	75671	Poudre Valley REA	JAN24	11-07-5012.09	Utilities-facilities/gen parks	1,620.81
Total 1107501209:							2,683.71
1107504601							
75571							
01/24	01/03/2024	75571	Chard, Coleton	UNIFORM 1-	11-07-5046.01	Uniforms	178.09
75627							
01/24	01/31/2024	75627	Middlesworth, William	UNIFORM 1-	11-07-5046.01	Uniforms	129.64
Total 1107504601:							307.73
1107505806							
75724							
01/24	01/30/2024	75724	Wear Parts & Equip CO	49628	11-07-5058.06	Equipment Maint-Fleet	462.80
Total 1107505806:							462.80
1107509008							
75723							
01/24	01/30/2024	75723	United Rentals	228948640-0	11-07-5090.08	Equipment rental seasonal	2,250.28
Total 1107509008:							2,250.28
1110510100							
75699							
01/24	01/25/2024	75699	Ed Bozarth Chevrolet	20718	11-10-5101.00	Pickup - Parks & Rec	59,194.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1110510100:							59,194.00
1110512800							
75706							
01/24	01/29/2024	75706	Wilson & Company, Inc.	Multiple	11-10-5128.00	3rd & Massachusetts	24,410.00
Total 1110512800:							24,410.00
1110570800							
75705							
01/24	01/29/2024	75705	Ohlson Lavoie Corporation	115086	11-10-5708.00	Town Park Reconstruction	9,162.13
Total 1110570800:							9,162.13
1111501006							
75619							
01/24	01/22/2024	75619	Quadient Finance USA, Inc	01182024	11-11-5010.06	Office Supplies	1,418.00
75677							
01/24	01/17/2024	75677	Cardmember Service	JAN24	11-11-5010.06	Office Supplies	5,525.13
Total 1111501006:							6,943.13
1111518603							
75654							
01/24	01/16/2024	75654	Sopher Sparr Architects	103123	11-11-5186.03	Development Code Updates	3,411.35
Total 1111518603:							3,411.35
1111518902							
75592							
01/24	01/15/2024	75592	Baseline Engineering Corp.	DECEMBER	11-11-5189.02	DEVELOPMENT REVIEW	31,176.75
75595							
01/24	01/15/2024	75595	ProCode, Inc.	206933A	11-11-5189.02	DEVELOPMENT REVIEW	12,000.00
75616							
01/24	01/22/2024	75616	Maynes Bradford Shipps &	DECEMBER	11-11-5189.02	DEVELOPMENT REVIEW	5,096.15
75672							
01/24	01/10/2024	75672	Prairie Mountain Media	371800	11-11-5189.02	DEVELOPMENT REVIEW	35.96
Total 1111518902:							48,308.86
1112501702							
75660							
01/24	01/10/2024	75660	Clear Shine Window Cleani	14020	11-12-5017.02	Building Maintenance-Maint	30.00
Total 1112501702:							30.00
1112503901							
75605							
01/24	01/04/2024	75605	Berthoud Village Shopping	JAN24	11-12-5039.01	HOA Fees	4,460.91
Total 1112503901:							4,460.91
1113502001							
75613							
01/24	01/04/2024	75613	Picture This Creative Servi	241-R-0010	11-13-5020.01	Prof Services-Community	300.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1113502001:							300.00
1115516500							
75678							
01/24	01/22/2024	75678	American Legion Post 67	01222024	11-15-5165.00	American Legion	32,000.00
Total 1115516500:							32,000.00
2000510103							
75695							
01/24	01/24/2024	75695	Ramey Environmental	26483	20-00-5101.03	Reservoir Mgt/Maint	13,163.75
Total 2000510103:							13,163.75
2000510104							
75570							
01/24	01/02/2024	75570	LG Sonic US	2300473	20-00-5101.04	Reservoir Aeration	11,082.00
Total 2000510104:							11,082.00
2000520802							
75653							
01/24	01/16/2024	75653	Providence Infrastructure C	00016	20-00-5208.02	Raw Line Maintenance	10,755.59
Total 2000520802:							10,755.59
2100441000							
75575							
01/24	01/02/2024	75575	PRAIRIE STAR METRO DI	9717.1	21-00-4410-00	Sale of Water	2,059.80
75577							
01/24	01/09/2024	75577	ROUSE, EMILY	1813.1	21-00-4410-00	Sale of Water	66.60
75578							
01/24	01/10/2024	75578	Altamura, Kevin & Laura	2183.3	21-00-4410-00	Sale of Water	110.55
75579							
01/24	01/16/2024	75579	STONE, DOUGLAS C & A	10079.2	21-00-4410-00	Sale of Water	93.84
75581							
01/24	01/22/2024	75581	LOPEZ, RANDALL A	10921.2	21-00-4410-00	Sale of Water	115.78
75582							
01/24	01/22/2024	75582	Custom On-Site Builders	Multiple	21-00-4410-00	Sale of Water	292.17
75583							
01/24	01/29/2024	75583	Martin & Sons Excavating I	HM0845	21-00-4410-00	Sale of Water	2,470.00
75584							
01/24	01/29/2024	75584	WT Excavating	HM0848	21-00-4410-00	Sale of Water	1,089.41
Total 2100441000:							6,298.15
2100501101							
75610							
01/24	01/04/2024	75610	Comcast	JAN24-2	21-00-5011.01	Telephone	866.96
75668							
01/24	01/10/2024	75668	Hilltop Broadband	Multiple	21-00-5011.01	Telephone	585.28
Total 2100501101:							1,452.24
2100501203							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
75693							
01/24	01/23/2024	75693	XCEL Energy	JAN24-2	21-00-5012.03	Utilities-Treatment	11,331.33
Total 2100501203:							11,331.33
2100505702							
75594							
01/24	01/15/2024	75594	IXOM Watercare	6760380	21-00-5057.02	Repair, Maint, Supp Dist	4,693.00
Total 2100505702:							4,693.00
2100505703							
75593							
01/24	01/15/2024	75593	Diamond Enterprise Fencin	1287	21-00-5057.03	Repair, Maint, Supp Treat	15,000.00
75683							
01/24	01/22/2024	75683	Hach Co.	13880296	21-00-5057.03	Repair, Maint, Supp Treat	1,470.97
Total 2100505703:							16,470.97
2100511102							
75569							
01/24	01/02/2024	75569	Gopher Excavation Inc	06-2405	21-00-5111.02	Water Breaks	5,815.50
Total 2100511102:							5,815.50
2100512401							
75664							
01/24	01/10/2024	75664	Consolidated Home Supply	4082	21-00-5124.01	Water Assessments	530.00
Total 2100512401:							530.00
2100530001							
75620							
01/24	01/31/2024	75620	Town Of Berthoud	02596135.20	21-00-5300.01	Bank Fees	5.00
75622							
01/24	01/31/2024	75622	Town Of Berthoud	02596231.20	21-00-5300.01	Bank Fees	5.00
Total 2100530001:							10.00
2300441000							
75576							
01/24	01/09/2024	75576	EADDY, BONNIE L	10119.2	23-00-4410-00	Wastewater Charges	61.59
Total 2300441000:							61.59
2300501004							
75603							
01/24	01/04/2024	75603	USPS-Berthoud	JAN24	23-00-5010.04	Office Supplies	2,434.81
Total 2300501004:							2,434.81
2300501005							
75591							
01/24	01/10/2024	75591	Xerox Business Solutions	4839353	23-00-5010.05	Office Supplies- Utility Billi	2,374.42
Total 2300501005:							2,374.42

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2300501101							
75606							
01/24	01/04/2024	75606	CenturyLink	JAN24	23-00-5011.01	Telephone-Main Plant	409.61
75609							
01/24	01/04/2024	75609	Comcast	JAN24	23-00-5011.01	Telephone-Main Plant	1,570.17
75707							
01/24	01/30/2024	75707	AT&T Mobility	JAN24	23-00-5011.01	Telephone-Main Plant	712.14
Total 2300501101:							2,691.92
2300501201							
75568							
01/24	01/02/2024	75568	AGFINITY INC	W22626	23-00-5012.01	Utilities-Main Plant	1,222.46
75685							
01/24	01/22/2024	75685	Little Thompson Water Dist	JAN24	23-00-5012.01	Utilities-Main Plant	158.52
75686							
01/24	01/22/2024	75686	Poudre Valley REA	JAN24-2	23-00-5012.01	Utilities-Main Plant	316.95
75689							
01/24	01/22/2024	75689	Poudre Valley REA	JAN24-3	23-00-5012.01	Utilities-Main Plant	2,050.39
75721							
01/24	01/30/2024	75721	Poudre Valley REA	JAN24-4	23-00-5012.01	Utilities-Main Plant	17,492.69
Total 2300501201:							21,241.01
2300508101							
75670							
01/24	01/10/2024	75670	OmniSite	93357	23-00-5081.01	SCADA	3,536.00
Total 2300508101:							3,536.00
2300511401							
75680							
01/24	01/22/2024	75680	Denali Water Solutions	709086	23-00-5114.01	Sludge Hauling-Main Plant	1,631.61
75697							
01/24	01/25/2024	75697	Denali Water Solutions	714344	23-00-5114.01	Sludge Hauling-Main Plant	1,982.60
Total 2300511401:							3,614.21
2300521405							
10924300							
01/24	01/09/2024	109243	Caselle Inc.	JANUARY 20	23-00-5214.05	Computer Maint/Replacement	1,866.00
Total 2300521405:							1,866.00
2400501900							
13124300							
01/24	01/31/2024	131243	Alfa Construction LLC	JANUARY 20	24-00-5019.00	ALFA Line Reimbursement	18,150.00
Total 2400501900:							18,150.00
2400527100							
75652							
01/24	01/16/2024	75652	Kimley-Horn and Associate	Multiple	24-00-5271.00	1st Street Sewer Upgrade	28,027.60
Total 2400527100:							28,027.60

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2400530000							
75621							
01/24	01/31/2024	75621	Town Of Berthoud	02596223 20	24-00-5300.00	Bank Fees	5.00
75623							
01/24	01/31/2024	75623	Town Of Berthoud	02596258 20	24-00-5300.00	Bank Fees	5.00
Total 2400530000:							10.00
2900526102							
75673							
01/24	01/10/2024	75673	Tubes N Hose of Loveland	30737	29-00-5261.02	Sweeper Parts	154.66
Total 2900526102:							154.66
3400505801							
75709							
01/24	01/30/2024	75709	Bobcat Of The Rockies	15269878	34-00-5058.01	Equipment Maintenance	455.52
Total 3400505801:							455.52
3400507202							
75715							
01/24	01/30/2024	75715	Hofmeister Trucking	10162023	34-00-5072.02	Tree Maint - Parks	850.00
Total 3400507202:							850.00
3400507703							
75665							
01/24	01/10/2024	75665	CTC/TAX	01312024	34-00-5077.03	Tree Replacement	2,060.00
Total 3400507703:							2,060.00
3600430600							
75792							
01/24	01/31/2024	75792	Larimer County Sales Tax	JANUARY 20	36-00-4306-00	County Open Space Revenue	80,235.09
Total 3600430600:							80,235.09
3600522000							
75681							
01/24	01/22/2024	75681	ECI Site Construction Man	8	36-00-5220.00	Waggener Farm Park Const	17,652.61
Total 3600522000:							17,652.61
3600525701							
75574							
01/24	01/03/2024	75574	J-U-B Engineers	169789	36-00-5257.01	Trail System-Berthoud Parkway	282.00
Total 3600525701:							282.00
3600526600							
75694							
01/24	01/24/2024	75694	Handy Ditch Company	1376	36-00-5266.00	Richardson Prop. Maint	325.00
Total 3600526600:							325.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
3600526800							
75708							
01/24	01/30/2024	75708	Bear Saver	11575	36-00-5268.00	Berthoud Reservoir park Maint	5,707.00
Total 3600526800:							5,707.00
3900502301							
75692							
01/24	01/23/2024	75692	RAFT	757	39-00-5023.01	RAFT Contribution	75,000.00
Total 3900502301:							75,000.00
3900503901							
75687							
01/24	01/22/2024	75687	Colorado Assoc. of Transit	511073730	39-00-5039.01	Dues	431.39
Total 3900503901:							431.39
3900511402							
13124318							
01/24	01/31/2024	131243	WEX BANK	JANUARY 20	39-00-5114.02	Gas & Oil	2,385.47
Total 3900511402:							2,385.47
5100461000							
75791							
01/24	01/31/2024	75791	Town of Johnstown	JANUARY 20	51-00-4610-00	Sales Tax Revenue	7,175.91
Total 5100461000:							7,175.91
5100524400							
75691							
01/24	01/23/2024	75691	BHA Design, Inc.	2203-15	51-00-5244.00	I-25 Design	1,097.50
Total 5100524400:							1,097.50
5200440000							
75599							
01/24	01/03/2024	75599	Glyde Solar	23BER-0005	52-00-4400-00	Sales Tax Revenue	574.31
Total 5200440000:							574.31
5201501201							
75690							
01/24	01/22/2024	75690	XCEL Energy	JAN24	52-01-5012.01	Utilities	14,888.73
Total 5201501201:							14,888.73
5201501501							
75587							
01/24	01/09/2024	75587	CIRSA	240122	52-01-5015.01	Insurance	321,569.85
Total 5201501501:							321,569.85
5201502004							
75596							
01/24	01/15/2024	75596	Xerox Business Solutions	IN4853921	52-01-5020.04	Purchased Services	26.90

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
75711							
01/24	01/30/2024	75711	CivicPlus	287957	52-01-5020.04	Purchased Services	3,557.27
Total 5201502004:							3,584.17
5201505404							
75588							
01/24	01/10/2024	75588	Republic Services	Multiple	52-01-5054.04	Trash Service	820.64
Total 5201505404:							820.64
5201510201							
75703							
01/24	01/29/2024	75703	Modern Office	241930	52-01-5102.01	Supplies/Equipment	4,715.00
Total 5201510201:							4,715.00
5203510201							
75716							
01/24	01/30/2024	75716	Home Depot Pro	Multiple	52-03-5102.01	Supplies/Equipment	1,362.93
Total 5203510201:							1,362.93
5204505045							
75659							
01/24	01/10/2024	75659	Candlelight Dinner Playhou	G-23-366	52-04-5050.45	Equipment-Senior Travel	871.20
Total 5204505045:							871.20
5206502004							
75725							
01/24	01/30/2024	75725	Wellbeats	86132	52-06-5020.04	Purchased Services	249.00
Total 5206502004:							249.00
5206505701							
75712							
01/24	01/30/2024	75712	Commercial Fitness Solutio	9527	52-06-5057.01	Equipment Maintenance/Repair	664.54
Total 5206505701:							664.54
5207502004							
75722							
01/24	01/30/2024	75722	Tang Soo Do Concepts LL	2262	52-07-5020.04	Purchased Services	1,456.00
Total 5207502004:							1,456.00
5207502104							
75679							
01/24	01/22/2024	75679	Berthoud Historical Society	01222024	52-07-5021.04	Wildfire Class	75,000.00
Total 5207502104:							75,000.00
5209502012							
75719							
01/24	01/30/2024	75719	Northern Colorado Sports	Multiple	52-09-5020.12	Officials-Youth Basketball	1,930.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 5209502012:							1,930.00
5209504612							
75717							
01/24	01/30/2024	75717	MI Sports and Casuals	P-2400056	52-09-5046.12	Uniforms-Youth Basketball	406.30
Total 5209504612:							406.30
5209504812							
75720							
01/24	01/30/2024	75720	NVAA	125	52-09-5048.12	Team Fees-Youth Basketball	4,845.00
Total 5209504812:							4,845.00
5230560100							
75666							
01/24	01/10/2024	75666	Empire Glass	6585	52-30-5601.00	Fitness Equipment	4,791.88
Total 5230560100:							4,791.88
5240570100							
75704							
01/24	01/29/2024	75704	Mountain View Commercial	13659	52-40-5701.00	Waggenger Farm Park maint	1,120.97
Total 5240570100:							1,120.97
5240570200							
75661							
01/24	01/10/2024	75661	Colorado Portables	Multiple	52-40-5702.00	Berthoud Bike Park maint	925.00
Total 5240570200:							925.00
Grand Totals:							1,101,391.42

Town of Berthoud

Check Issue Dates January 1 - January 31, 2024

4Rivers Equipment	\$	8,823.07
AGFINITY INC	\$	1,222.46
Air Comfort	\$	1,210.00
Alfa Construction LLC	\$	18,150.00
Allstate	\$	771.40
Altamura, Kevin & Laura	\$	110.55
American Legion Post 67	\$	32,000.00
Anchor Network Solutions, Inc.	\$	5,845.94
AT&T Mobility	\$	712.14
Baseline Engineering Corp.	\$	31,176.75
Baseline Engineering Corp.	\$	1,998.50
Bear Saver	\$	5,707.00
Berthoud Historical Society	\$	75,000.00
Berthoud Village Shopping Center	\$	4,460.91
BHA Design, Inc.	\$	1,097.50
Bobcat Of The Rockies	\$	455.52
Brookside Gardens	\$	2,356.60
Brookside Gardens	\$	2,953.08
C & B Cleaning	\$	6,620.00
Candlelight Dinner Playhouse	\$	871.20
Cardmember Service	\$	5,525.13
Caselle Inc.	\$	1,866.00
CenturyLink	\$	409.61
Chard, Coleton	\$	178.09
Chargepoint	\$	1,946.70
CIGNA	\$	40,906.62
CIRSA	\$	321,569.85
CivicPlus	\$	3,557.27
Clear Shine Window Cleaning	\$	30.00
Colorado Assoc. of Transit Agencies	\$	431.39
Colorado Barricade Co	\$	3,117.00
Colorado Municipal League	\$	4,142.00
Colorado Portables	\$	925.00
Comcast	\$	17.90
Comcast	\$	1,570.17
Comcast	\$	866.96
Comcast	\$	20.60
Commercial Fitness Solutions	\$	664.54
Complete Wireless Technologies	\$	165.00
Consolidated Home Supply Ditch &	\$	530.00

Crazy Good Marketing	\$	108.10
CTC/TAX	\$	2,060.00
Custom On-Site Builders	\$	292.17
CyraCom LLC	\$	90.00
Denali Water Solutions	\$	1,631.61
Denali Water Solutions	\$	1,982.60
Diamond Enterprise Fencing	\$	15,000.00
EADDY, BONNIE L	\$	61.59
ECI Site Construction Management	\$	17,652.61
Ed Bozarth Chevrolet	\$	59,194.00
Empire Glass	\$	4,791.88
Employers Council Services, Inc.	\$	22.82
Express Toll	\$	4.66
FRICKE CUSTOM HOMES LLC	\$	880.00
Glyde Solar	\$	574.31
Gopher Excavation Inc	\$	5,815.50
Government Finance Officers Assoc.	\$	190.00
Governmentjobs.com Inc.	\$	1,091.00
Grainger	\$	674.94
Greer, ian	\$	1,325.26
Guardian	\$	6,031.32
Hach Co.	\$	1,470.97
Hahn, Juliet	\$	100.00
Handy Ditch Company	\$	325.00
Hays Market	\$	63.09
Hilltop Broadband	\$	261.56
Hilltop Broadband	\$	585.28
Hilltop Broadband	\$	261.56
Hofmeister Trucking	\$	850.00
Holbrook Service	\$	1,375.90
Home Depot Pro	\$	1,362.93
Insight Public Sector, Inc.	\$	32.07
IXOM Watercare	\$	4,693.00
J-U-B Engineers	\$	282.00
Kimley-Horn and Associates	\$	28,027.60
Larimer County Sales Tax	\$	80,235.09
LG Sonic US	\$	11,082.00
Little Thompson Water District	\$	158.52
LOPEZ, RANDALL A.	\$	115.78
MarksNelson	\$	665.06
Martin & Sons Excavating Inc	\$	2,470.00
Maynes Bradford Shipp & Sheftel	\$	5,096.15
MI Sports and Casuals	\$	406.30
Middlesworth, William	\$	129.64

Midwest Connect	\$	1,750.00
Modern Office	\$	4,715.00
Mountain View Commercial Clean	\$	1,120.97
Mountain View Commercial Clean	\$	375.00
NextRequest	\$	6,287.40
Northern Colorado Sports Officials	\$	1,930.00
NVAA	\$	4,845.00
Ohlson Lavoie Corporation	\$	9,162.13
OmniSite	\$	3,536.00
Picture This Creative Services	\$	300.00
Poudre Valley REA	\$	1,062.90
Poudre Valley REA	\$	1,476.91
Poudre Valley REA	\$	1,620.81
Poudre Valley REA	\$	316.95
Poudre Valley REA	\$	2,050.39
Poudre Valley REA	\$	17,492.69
Prairie Mountain Media	\$	35.96
PRAIRIE STAR METRO DISTRICT #2	\$	2,059.80
ProCode, Inc.	\$	12,000.00
Providence Infrastructure Consultants	\$	10,755.59
Quadient Finance USA, Inc.	\$	1,418.00
RAFT	\$	75,000.00
Ramey Environmental	\$	13,163.75
Republic Services	\$	820.64
Republic Services	\$	1,255.83
ROUSE, EMILY	\$	66.60
Sopher Sparr Architects	\$	3,411.35
STONE, DOUGLAS C & ANDREA E	\$	93.84
Tang Soo Do Concepts LLC	\$	1,456.00
Town Of Berthoud	\$	5.00
Town Of Berthoud	\$	5.00
Town Of Berthoud	\$	5.00
Town Of Berthoud	\$	5.00
Town of Johnstown	\$	7,175.91
TRIPLE R REAL ESTATE INVESTMENT	\$	219.78
Tubes N Hose of Loveland	\$	154.66
Uline	\$	2,082.08
United Rentals	\$	2,250.28
USPS-Berthoud	\$	310.00
USPS-Berthoud	\$	2,434.81
Voice Exchange (Paragon Comm)	\$	38.00
Wear Parts & Equip CO	\$	462.80
Wellbeats	\$	249.00
WEX BANK	\$	2,385.47

Wilson & Company, Inc.	\$	24,410.00
Witt, Laura	\$	351.07
WT Excavating	\$	1,089.41
XCEL Energy	\$	8.08
XCEL Energy	\$	42.86
XCEL Energy	\$	14,888.73
XCEL Energy	\$	11,331.33
Xerox Business Solutions Southwest	\$	2,374.42
Xerox Business Solutions Southwest	\$	26.90

Grand Totals:	\$	1,092,568.35
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JANUARY 2024

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

GENERAL FUND

REVENUE

PERCENTAGE

YTD ACTUAL vs

YTD BUDGET

	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2023 BUDGET	
TAXES	\$ 204,182.75	\$ 204,182.75	\$ 738,362.50	\$ 8,860,350.00	27.7%
LICENSES & PERMITS	\$ 19,793.30	\$ 19,793.30	\$ 19,975.00	\$ 239,700.00	99.1%
INTERGOVERNMENTAL REVENUE	\$ 6,744.50	\$ 6,744.50	\$ 43,007.00	\$ 516,084.00	15.7%
FINES	\$ 2,260.00	\$ 2,260.00	\$ 1,750.00	\$ 21,000.00	129.1%
MISCELLANEOUS	\$ 424,567.77	\$ 424,567.77	\$ 160,333.33	\$ 1,924,000.00	264.8%
TRANSFERS	\$ 31,385.02	\$ 31,385.02	\$ 29,858.17	\$ 358,298.00	105.1%
PROPERTY SALES & DONATIONS & INS CLAIM	\$ -	\$ -	\$ -	\$ -	0.0%
RECREATION	\$ 4,599.00	\$ 4,599.00	\$ 13,783.33	\$ 165,400.00	33.4%
PARKS	\$ (310.00)	\$ (310.00)	\$ 641.67	\$ 7,700.00	-48.3%
LEASE REVENUE	\$ 8,560.07	\$ 8,560.07	\$ 5,704.17	\$ 68,450.00	150.1%
TOTAL REVENUE GENERAL FUND	\$ 701,782.41	\$ 701,782.41	\$ 1,013,415.17	\$ 12,160,982.00	69.2%

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

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
ADMIN SALARIES/TAXES/BENEFITS	\$ 142,408.61	\$ 142,408.61	\$ 132,870.83	\$ 1,594,450.00	107.2%
GENERAL OFFICE OTHER	\$ 241,708.76	\$ 241,708.76	\$ 64,187.92	\$ 770,255.00	376.6%
ELECTIONS	\$ -	\$ -	\$ 5,458.33	\$ 65,500.00	0.0%
MUNICIPAL COURT	\$ 3,423.81	\$ 3,423.81	\$ 4,733.33	\$ 56,800.00	72.3%
BOARD & BOARD MEETINGS	\$ 4,925.57	\$ 4,925.57	\$ 7,508.33	\$ 90,100.00	65.6%
FINANCE	\$ 255.00	\$ 255.00	\$ 1,666.67	\$ 20,000.00	15.3%
BUILDING MAINTENANCE	\$ 5,002.42	\$ 5,002.42	\$ 5,833.33	\$ 70,000.00	85.8%
COMMUNITY SUPPORT	\$ -	\$ -	\$ 8,500.00	\$ 102,000.00	0.0%
NON-ENTITLEMENT FUNDS	\$ -	\$ -	\$ -	\$ -	0.0%
TRANSFERS	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 20,000.00	100.0%
TOTAL ADMIN EXPENDITURES	\$ 399,390.84	\$ 399,390.84	\$ 232,425.42	\$ 2,789,105.00	171.8%

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

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
CODE ENFORCEMENT (INCLUDES SALARY)	\$ 7,923.77	\$ 7,923.77	\$ 15,489.42	\$ 185,873.00	51.2%
LSCO ADMIN SUPPLIES	\$ -	\$ -	\$ 125.00	\$ 1,500.00	0.0%
ANIMAL CONTROL	\$ -	\$ -	\$ 4,833.33	\$ 58,000.00	0.0%
TRAFFIC CONTROL/PEDESTRIAN SAFETY	\$ -	\$ -	\$ 83.33	\$ 1,000.00	0.0%
DRUG EDUCATION/PUBLIC EVENTS	\$ -	\$ -	\$ 1,833.33	\$ 22,000.00	0.0%
LARIMER COUNTY SHERIFF	\$ -	\$ -	\$ 205,833.33	\$ 2,470,000.00	0.0%
TOTAL PUBLIC SAFETY EXPENDITURES	\$ 7,923.77	\$ 7,923.77	\$ 228,197.75	\$ 2,738,373.00	3.5%

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

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 42,175.39	\$ 42,175.39	\$ 54,484.42	\$ 653,813.00	77.4%
ADMINISTRATION OTHER	\$ 831.79	\$ 831.79	\$ 2,408.33	\$ 28,900.00	34.5%
STREET REPAIR/MAINTENANCE	\$ 13,979.79	\$ 13,979.79	\$ 22,500.00	\$ 270,000.00	62.1%
CONTRACT SERVICES	\$ 2,836.00	\$ 2,836.00	\$ 4,166.67	\$ 50,000.00	68.1%
SIGNAGE	\$ 2,140.00	\$ 2,140.00	\$ 3,333.33	\$ 40,000.00	64.2%
SNOW REMOVAL	\$ -	\$ -	\$ 5,416.67	\$ 65,000.00	0.0%
SHOP & VEHICLE MAINTENANCE	\$ 16,368.30	\$ 16,368.30	\$ 11,333.33	\$ 136,000.00	144.4%
TOTAL STREETS EXPENDITURES	\$ 78,331.27	\$ 78,331.27	\$ 103,642.75	\$ 1,243,713.00	75.6%

RECREATION DEPARTMENT

EXPENDITURES					<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>
ADMIN SALARIES/TAXES/BENEFITS	\$ 25,388.59	\$ 25,388.59	\$ 23,303.92	\$ 279,647.00	108.9%
ADMINISTRATION (SUPPLIES, CONCESSIONS)	\$ 1,708.25	\$ 1,708.25	\$ 5,285.83	\$ 63,430.00	32.3%
FLAG FOOTBALL	\$ -	\$ -	\$ 1,293.33	\$ 15,520.00	0.0%
TRACK	\$ -	\$ -	\$ 525.83	\$ 6,310.00	0.0%
TENNIS	\$ -	\$ -	\$ 486.67	\$ 5,840.00	0.0%
ADULT SOFTBALL	\$ -	\$ -	\$ 470.83	\$ 5,650.00	0.0%
YOUTH BASEBALL	\$ -	\$ -	\$ 1,737.50	\$ 20,850.00	0.0%
YOUTH SOFTBALL	\$ -	\$ -	\$ 1,000.83	\$ 12,010.00	0.0%
ADULT KICKBALL	\$ -	\$ -	\$ 355.00	\$ 4,260.00	0.0%
ADULT SOCCER	\$ -	\$ -	\$ 375.00	\$ 4,500.00	0.0%
SOCCER	\$ -	\$ -	\$ 1,966.67	\$ 23,600.00	0.0%
CAMPS/TOURNAMENTS	\$ 73.64	\$ 73.64	\$ 836.67	\$ 10,040.00	8.8%
ADDITIONAL PROGRAMS	\$ -	\$ -	\$ 533.33	\$ 6,400.00	0.0%
TOTAL RECREATION EXPENDITURES	\$ 27,170.48	\$ 27,170.48	\$ 38,171.42	\$ 458,057.00	71.2%

PARKS DEPARTMENT

EXPENDITURES					<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>
SALARIES/TAXES/BENEFITS	\$ 45,510.57	\$ 45,510.57	\$ 61,523.58	\$ 738,283.00	74.0%
ADMINISTRATION OTHER	\$ 3,122.31	\$ 3,122.31	\$ 2,500.00	\$ 30,000.00	124.9%
INSECT CONTROL	\$ 4,984.65	\$ 4,984.65	\$ 3,750.00	\$ 45,000.00	132.9%
FACILITIES MAINTENANCE	\$ 1,180.48	\$ 1,180.48	\$ 3,666.67	\$ 44,000.00	32.2%
TURF/BALLFIELDS	\$ 347.56	\$ 347.56	\$ 11,958.33	\$ 143,500.00	2.9%
GENERAL PARKS	\$ 3,894.89	\$ 3,894.89	\$ 9,666.67	\$ 116,000.00	40.3%
FLEET MAINTENANCE	\$ 808.27	\$ 808.27	\$ 2,666.67	\$ 32,000.00	30.3%
SEASONAL DECORATIONS/BANNERS	\$ 2,270.27	\$ 2,270.27	\$ 1,416.67	\$ 17,000.00	160.3%
TRANSFER TO FORESTRY	\$ 41,666.63	\$ 41,666.63	\$ 41,666.67	\$ 500,000.00	100.0%
TOTAL PARKS EXPENDITURES	\$ 103,785.63	\$ 103,785.63	\$ 138,815.25	\$ 1,665,783.00	74.8%

ECONOMIC DEVELOPMENT**PERCENTAGE****YTD ACTUAL vs**

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 13,510.23	\$ 13,510.23	\$ 14,925.08	\$ 179,101.00	90.5%
ADMINISTRATION OTHER	\$ 15,982.31	\$ 15,982.31	\$ 3,128.75	\$ 37,545.00	510.8%
BUSINESS DEVELOPMENT/MARKETING	\$ 1,632.49	\$ 1,632.49	\$ 9,052.08	\$ 108,625.00	18.0%
GRANTS - MARKET STUDY & FAÇADE/SIGN	\$ -	\$ -	\$ 4,000.00	\$ 48,000.00	0.0%
TOTAL ECONOMIC DEV EXPENDITURES	\$ 31,125.03	\$ 31,125.03	\$ 31,105.92	\$ 373,271.00	100.1%

BUILDING DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 12,124.98	\$ 12,124.98	\$ 20,922.92	\$ 251,075.00	58.0%
ADMINISTRATION OTHER	\$ 350.92	\$ 350.92	\$ 1,911.25	\$ 22,935.00	18.4%
INSPECTIONS	\$ 113,891.85	\$ 113,891.85	\$ 36,666.67	\$ 440,000.00	310.6%
TOTAL BUILDING DEPARMENT EXPENDITURES	\$ 126,367.75	\$ 126,367.75	\$ 59,500.83	\$ 714,010.00	212.4%

PLANNING DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 25,380.41	\$ 25,380.41	\$ 24,905.67	\$ 298,868.00	101.9%
ADMINISTRATION OTHER	\$ 1,568.63	\$ 1,568.63	\$ 1,986.25	\$ 23,835.00	79.0%
COMMISSION SUPPORT	\$ 215.00	\$ 215.00	\$ 958.33	\$ 11,500.00	22.4%
DEVELOPMENT REVIEW	\$ 76,749.45	\$ 76,749.45	\$ 10,000.00	\$ 120,000.00	0.0%
COMPREHENSIVE PLANNING	\$ 9,873.36	\$ 9,873.36	\$ 16,000.00	\$ 192,000.00	61.7%
TOTAL PLANNING DEPARTMENT EXPENDITURES	\$ 113,786.85	\$ 113,786.85	\$ 53,850.25	\$ 646,203.00	211.3%

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

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ -	\$ -	\$ 23,955.92	\$ 287,471.00	0.0%
ADMINISTRATION OTHER	\$ -	\$ -	\$ 1,032.50	\$ 12,390.00	0.0%
TOTAL ENGINEERING EXPENDITURES	\$ -	\$ -	\$ 24,988.42	\$ 299,861.00	0.0%

COMMUNITY OUTREACH

EXPENDITURES					<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>
SALARIES/TAXES/BENEFITS	\$ 7,381.57	\$ 7,381.57	\$ 7,970.17	\$ 95,642.00	92.6%
ADMINISTRATION OTHER	\$ 34.29	\$ 34.29	\$ 745.42	\$ 8,945.00	4.6%
COMMUNITY SUPPORT	\$ 526.62	\$ 526.62	\$ 2,625.00	\$ 31,500.00	20.1%
TOTAL COMMUNITY OUTREACH EXPENDITURES	\$ 7,942.48	\$ 7,942.48	\$ 11,340.58	\$ 136,087.00	70.0%

TOWN HALL-MOUNTAIN AVE

EXPENDITURES					<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>
INSURANCE AND TAXES	\$ -	\$ -	\$ 3,083.33	\$ 37,000.00	0.0%
BUILDING MAINTENANCE	\$ 898.97	\$ 898.97	\$ 758.33	\$ 9,100.00	118.5%
BUILDING REPAIRS	\$ 190.00	\$ 190.00	\$ -	\$ -	0.0%
ELEVATOR MAINTENANCE	\$ -	\$ -	\$ 375.00	\$ 4,500.00	0.0%
HOA FEES	\$ 4,460.91	\$ 4,460.91	\$ 4,000.00	\$ 48,000.00	0.0%
ADMINISTRATION FEES	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL MOUNTAIN AVE EXPENDITURES	\$ 5,549.88	\$ 5,549.88	\$ 8,216.67	\$ 98,600.00	67.5%

PERCENTAGEYTD ACTUAL vs

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
TOTAL G.F.C.I. EXPENDITURES	\$ 459,927.04	\$ 459,927.04	\$ 23,333.33	\$ 280,000.00	1971.1%
TOTAL CONTRIBUTION EXPENDITURES	\$ 77,160.15	\$ 77,160.15	\$ 5,033.33	\$ 60,400.00	1533.0%
TOTAL EXPENDITURES GENERAL FUND	\$ 1,438,461.17	\$ 1,438,461.17	\$ 958,621.91	\$ 11,503,463.00	
TOTAL REVENUE OVER EXPENDITURES	\$ (736,678.76)	\$ (736,678.76)	\$ 54,793.26	\$ 657,519.00	

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	\$ 488,224.38	\$ 488,224.38	\$ 255,104.17	\$ 3,061,250.00	191.4%
TOTAL SOURCE OF SUPPLY EXPENDITURES	\$ 114,093.56	\$ 114,093.56	\$ 504,565.83	\$ 6,054,790.00	22.6%
NET REVENUE OVER EXPENDITURES	\$ 374,130.82	\$ 374,130.82	\$ (249,461.66)	\$ (2,993,540.00)	

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	\$ 309,970.36	\$ 309,970.36	\$ 340,666.67	\$ 4,088,000.00	91.0%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 48,688.48	\$ 48,688.48	\$ 75,487.42	\$ 905,849.00	64.5%
ADMINISTRATION OTHER	\$ 105,797.45	\$ 105,797.45	\$ 43,704.17	\$ 524,450.00	242.1%
DISTRIBUTION	\$ 17,236.66	\$ 17,236.66	\$ 24,250.00	\$ 291,000.00	71.1%
TREATMENT	\$ 35,693.19	\$ 35,693.19	\$ 52,250.00	\$ 627,000.00	68.3%
PROFESSIONAL SERVICES	\$ 40,779.66	\$ 40,779.66	\$ 55,875.00	\$ 670,500.00	73.0%
UTILITY BILLING	\$ 1,181.19	\$ 1,181.19	\$ 1,100.00	\$ 13,200.00	107.4%
IMPROVEMENTS	\$ 11,740.00	\$ 11,740.00	\$ 95,941.67	\$ 1,151,300.00	12.2%
TRANSFER	\$ 18,375.00	\$ 18,375.00	\$ 54,990.33	\$ 659,884.00	33.4%
TOTAL WATER OPERATING EXPENDITURES	\$ 279,491.63	\$ 279,491.63	\$ 403,598.58	\$ 4,843,183.00	69.2%
NET REVENUE OVER EXPENDITURES	\$ 30,478.73	\$ 30,478.73	\$ (62,931.91)	\$ (755,183.00)	

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	\$ 331,964.76	\$ 331,964.76	\$ 196,408.67	\$ 2,356,904.00	169.0%
TOTAL WATER PLANT CAPITAL EXPENDITURES	\$ -	\$ -	\$ 61,666.67	\$ 740,000.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 331,964.76	\$ 331,964.76	\$ 134,742.00	\$ 1,616,904.00	
TOTAL WATER FUND REVENUE	\$ 1,130,159.50	\$ 1,130,159.50	\$ 792,179.51	\$ 9,506,154.00	142.7%
TOTAL WATER FUND EXPENDITURES	\$ 393,585.19	\$ 393,585.19	\$ 969,831.08	\$ 11,637,973.00	40.6%
NET REVENUE OVER EXPENDITURES	\$ 736,574.31	\$ 736,574.31	\$ (177,651.57)	\$ (2,131,819.00)	

WASTEWATER FUND**WASTEWATER OPERATIONS & MAINTENANCE**

					<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 WASTEWATER REVENUE	\$ 330,838.16	\$ 330,838.16	\$ 268,375.00	\$ 3,220,500.00	123.3%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 15,011.69	\$ 15,011.69	\$ 26,679.00	\$ 320,148.00	56.3%
ADMINISTRATION OTHER	\$ 103,877.82	\$ 103,877.82	\$ 15,816.67	\$ 189,800.00	656.8%
MAIN WASTEWATER TREATMENT PLANT	\$ 27,475.89	\$ 27,475.89	\$ 49,966.67	\$ 599,600.00	55.0%
REGIONAL I-25 TREATMENT PLAN	\$ 4,050.11	\$ 4,050.11	\$ 7,541.67	\$ 90,500.00	53.7%
COLLECTION SYSTEM	\$ 1,163.18	\$ 1,163.18	\$ 17,333.33	\$ 208,000.00	6.7%
PROFESSIONAL SERVICES	\$ 46,095.71	\$ 46,095.71	\$ 56,916.67	\$ 683,000.00	81.0%
UTILITY BILLING	\$ 1,181.19	\$ 1,181.19	\$ 1,100.00	\$ 13,200.00	107.4%
TRANSFER	\$ 8,750.00	\$ 8,750.00	\$ 8,750.00	\$ 105,000.00	100.0%
IMPROVEMENTS	\$ -	\$ -	\$ 237,500.00	\$ 2,850,000.00	0.0%
BOND	\$ -	\$ -	\$ 79,480.67	\$ 953,768.00	0.0%
TOTAL WASTEWATER EXPENDITURES	\$ 207,605.59	\$ 207,605.59	\$ 501,084.67	\$ 6,013,016.00	41.4%
NET REVENUE OVER EXPENDITURES	\$ 123,232.57	\$ 123,232.57	\$ (232,709.67)	\$ (2,792,516.00)	

WASTEWATER CAPITAL IMPROVEMENTS

					<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 WASTEWATER CAPITAL REVENUE	\$ 326,962.49	\$ 326,962.49	\$ 174,585.83	\$ 2,095,030.00	187.3%
TOTAL WASTEWATER CAPITAL EXPENDITURES	\$ 42,789.15	\$ 42,789.15	\$ 143,333.33	\$ 1,720,000.00	29.9%
NET REVENUE OVER EXPENDITURES	\$ 284,173.34	\$ 284,173.34	\$ 31,252.50	\$ 375,030.00	
TOTAL WASTEWATER FUND REVENUE	\$ 657,800.65	\$ 657,800.65	\$ 442,960.83	\$ 5,315,530.00	148.5%
TOTAL WASTEWATER FUND EXPENDITURES	\$ 250,394.74	\$ 250,394.74	\$ 644,418.00	\$ 7,733,016.00	38.9%
TOTAL REVENUE OVER EXPENDITURES	\$ 407,405.91	\$ 407,405.91	\$ (201,457.17)	\$ (2,417,486.00)	

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	\$ 66,168.44	\$ 66,168.44	\$ 45,833.33	\$ 550,000.00	144.4%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ -	\$ -	\$ -	\$ -	0.0%
ADMINISTRATION OTHER	\$ 875.00	\$ 875.00	\$ 67.50	\$ 810.00	1296.3%
STREET CLEANING	\$ 261.18	\$ 261.18	\$ 7,708.33	\$ 92,500.00	3.4%
PROFESSIONAL SERVICES	\$ -	\$ -	\$ 4,583.33	\$ 55,000.00	0.0%
IMPROVEMENTS	\$ -	\$ -	\$ 3,333.33	\$ 40,000.00	0.0%
TOTAL STORM WATER EXPENDITURES	\$ 1,136.18	\$ 1,136.18	\$ 15,692.50	\$ 188,310.00	7.2%
NET REVENUE OVER EXPENDITURES	\$ 65,032.26	\$ 65,032.26	\$ 30,140.83	\$ 361,690.00	

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	\$ 90,928.22	\$ 90,928.22	\$ 44,000.00	\$ 528,000.00	206.7%
TOTAL STORM WATER CAPITAL EXPENDITURES	\$ 372.00	\$ 372.00	\$ 137,500.00	\$ 1,650,000.00	0.3%
NET REVENUE OVER EXPENDITURES	\$ 90,556.22	\$ 90,556.22	\$ (93,500.00)	\$ (1,122,000.00)	
TOTAL STORM WATER FUND REVENUE	\$ 157,096.66	\$ 157,096.66	\$ 89,833.33	\$ 1,078,000.00	174.9%
TOTAL STORM WATER FUND EXPENDITURES	\$ 1,508.18	\$ 1,508.18	\$ 153,192.50	\$ 1,838,310.00	1.0%
TOTAL REVENUE OVER EXPENDITURES	\$ 155,588.48	\$ 155,588.48	\$ (63,359.17)	\$ (760,310.00)	

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	\$ 155,544.61	\$ 155,544.61	\$ 80,520.83	\$ 966,250.00	193.2%
TOTAL PARK DEVELOPMENT EXPENDITURES	\$ 4,280.25	\$ 4,280.25	\$ 15,000.00	\$ 180,000.00	28.5%
NET REVENUE OVER EXPENDITURES	\$ 151,264.36	\$ 151,264.36	\$ 65,520.83	\$ 786,250.00	

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	\$ 39,945.80	\$ 39,945.80	\$ 22,104.17	\$ 265,250.00	180.7%
TOTAL PARK DEDICATION EXPENDITURES	\$ -	\$ -	\$ 12,500.00	\$ 150,000.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 39,945.80	\$ 39,945.80	\$ 9,604.17	\$ 115,250.00	

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	\$ 44,920.49	\$ 44,920.49	\$ 25,458.33	\$ 305,500.00	176.4%
TOTAL PUBLIC FACILITIES EXPENDITURES	\$ -	\$ -	\$ 12,916.67	\$ 155,000.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 44,920.49	\$ 44,920.49	\$ 12,541.66	\$ 150,500.00	

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	\$ 44,238.30	\$ 44,238.30	\$ 52,916.67	\$ 635,000.00	83.6%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 26,782.45	\$ 26,782.45	\$ 35,803.08	\$ 429,637.00	74.8%
ADMINISTRATION OTHER	\$ 1,702.03	\$ 1,702.03	\$ 1,109.17	\$ 13,310.00	153.5%
FLEET MAINTENANCE	\$ 1,841.36	\$ 1,841.36	\$ 3,500.00	\$ 42,000.00	52.6%
PARK MAINTENANCE & IMPROVEMENTS	\$ -	\$ -	\$ 2,250.00	\$ 27,000.00	0.0%
TREE MAINTENANCE	\$ 3,298.92	\$ 3,298.92	\$ 5,583.33	\$ 67,000.00	59.1%
EAB RESPONSE	\$ -	\$ -	\$ 3,750.00	\$ 45,000.00	0.0%
TOTAL CONSERVATION TRUST EXPENDITURES	\$ 33,624.76	\$ 33,624.76	\$ 51,995.58	\$ 623,947.00	64.7%
NET REVENUE OVER EXPENDITURES	\$ 10,613.54	\$ 10,613.54	\$ 921.09	\$ 11,053.00	

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	\$ 5,764.18	\$ 5,764.18	\$ 47,083.33	\$ 565,000.00	12.2%
TOTAL LARIMER COUNTY EXPENDITURES	\$ 81,466.15	\$ 81,466.15	\$ 39,421.67	\$ 473,060.00	206.7%
NET REVENUE OVER EXPENDITURES	\$ (75,701.97)	\$ (75,701.97)	\$ 7,661.66	\$ 91,940.00	

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	\$ 2,541.98	\$ 2,541.98	\$ 6,416.67	\$ 77,000.00	39.6%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 3,893.53	\$ 3,893.53	\$ 5,636.17	\$ 67,634.00	69.1%
FUNERALS	\$ -	\$ -	\$ 250.00	\$ 3,000.00	0.0%
MAINTENANCE	\$ 963.74	\$ 963.74	\$ 2,384.17	\$ 28,610.00	40.4%
IMPROVEMENTS	\$ -	\$ -	\$ 2,916.67	\$ 35,000.00	0.0%
TOTAL CEMETERY ENDOWMENT EXPENDITURES	\$ 4,857.27	\$ 4,857.27	\$ 11,187.00	\$ 134,244.00	43.4%
NET REVENUE OVER EXPENDITURES	\$ (2,315.29)	\$ (2,315.29)	\$ (4,770.33)	\$ (57,244.00)	

<u>BATS</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL BATS REVENUE	\$ 5,537.61	\$ 5,537.61	\$ 6,875.00	\$ 82,500.00	80.5%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 13,389.51	\$ 13,389.51	\$ 10,284.75	\$ 123,417.00	130.2%
ADMINISTRATION OTHER	\$ 431.39	\$ 431.39	\$ 609.17	\$ 7,310.00	70.8%
DRIVING	\$ 387.29	\$ 387.29	\$ 2,550.00	\$ 30,600.00	15.2%
SERVICES	\$ 75,000.00	\$ 75,000.00	\$ 10,000.00	\$ 120,000.00	750.0%
TOTAL BATS EXPENDITURES	\$ 89,208.19	\$ 89,208.19	\$ 23,443.92	\$ 281,327.00	380.5%
NET REVENUE OVER EXPENDITURES	\$ (83,670.58)	\$ (83,670.58)	\$ (16,568.92)	\$ (198,827.00)	
<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	\$ 139,447.78	\$ 139,447.78	\$ 74,437.50	\$ 893,250.00	187.3%
TOTAL ROAD IMPACT EXPENDITURES	\$ 4,075.90	\$ 4,075.90	\$ 379,358.17	\$ 4,552,298.00	1.1%
NET REVENUE OVER EXPENDITURES	\$ 135,371.88	\$ 135,371.88	\$ (304,920.67)	\$ (3,659,048.00)	
<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	\$ 4,788.68	\$ 4,788.68	\$ 45,833.33	\$ 550,000.00	10.4%
TOTAL RECREATIONAL MMJ EXPENDITURES	\$ -	\$ -	\$ 46,666.67	\$ 560,000.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 4,788.68	\$ 4,788.68	\$ (833.34)	\$ (10,000.00)	

<u>1998 1% SALES TAX</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL 1998 1% REVENUE	\$ 123,993.85	\$ 123,993.85	\$ 230,179.17	\$ 2,762,150.00	53.9%
TOTAL 1998 1% EXPENDITURES	\$ 329,136.28	\$ 329,136.25	\$ 233,750.00	\$ 2,805,000.00	140.8%
NET REVENUE OVER EXPENDITURES	\$ (205,142.43)	\$ (205,142.40)	\$ (3,570.83)	\$ (42,850.00)	
<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	\$ 198,855.10	\$ 198,855.10	\$ 129,941.67	\$ 1,559,300.00	153.0%
SALES TAX REVENUE/INTEREST	\$ 139,673.59	\$ 139,673.59	\$ 233,645.83	\$ 2,803,750.00	59.8%
TOTAL 2019 1% REVENUE	\$ 338,528.69	\$ 338,528.69	\$ 363,587.50	\$ 4,363,050.00	93.1%
RECREATION CENTER OPERATING EXPENSES	\$ 266,854.80	\$ 266,854.80	\$ 198,207.33	\$ 2,378,488.00	134.6%
COP PAYMENT AND OTHER EXPENSES	\$ 1,461.45	\$ 1,461.45	\$ 104,450.00	\$ 1,253,400.00	1.4%
TOTAL 2019 1% EXPENDITURES	\$ 268,316.25	\$ 268,316.25	\$ 302,657.33	\$ 3,631,888.00	88.7%
NET REVENUE OVER EXPENDITURES	\$ 70,212.44	\$ 70,212.44	\$ 60,930.17	\$ 731,162.00	
TOTAL SPECIAL FUNDS REVENUE	\$ 905,251.97	\$ 905,251.97	\$ 955,412.50	\$ 11,464,950.00	
TOTAL SPECIAL FUNDS EXPENDITURES	\$ 814,965.05	\$ 814,965.02	\$ 1,128,897.01	\$ 13,546,764.00	
TOTAL REVENUE OVER EXPENDITURES	\$ 90,286.92	\$ 90,286.95	\$ (173,484.51)	\$ (2,081,814.00)	

TOTAL REVENUE	\$ 3,552,091.19	\$ 3,552,091.19	\$ 3,293,801.34	\$ 39,525,616.00	
TOTAL EXPENDITURES	\$ 2,898,914.33	\$ 2,898,914.30	\$ 3,854,960.50	\$ 46,259,526.00	

TOWN OF BERTHOUD AT A GLANCE

Monthly Report FEBRUARY 2024

- Sales & Use Tax revenue is 26% **over** budget for the month of February; \$1,159,706 was received and \$917,917 was budgeted.
- Town Revenue through February including transfers between funds is 6% **under** budget for 2024.
- Town Expenditures through February are 33% **under** budget for 2024.

Sales Tax Review

FEBRUARY	Berthoud Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined Total
2024	849,708.53	146,000.95	163,996.42	1,159,705.90
2023	733,761.61	125,482.11	223,144.22	1,082,387.94
2022	720,699.45	90,659.36	372,532.18	1,183,890.99
2021	551,253.97	101,857.89	447,669.59	1,100,781.45

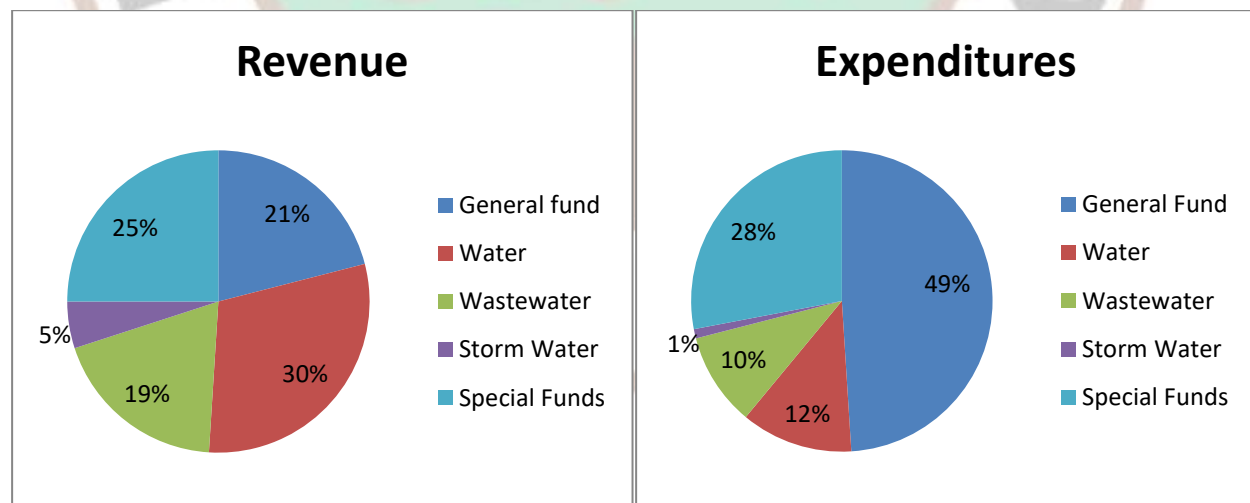
SALES TAX YEAR-TO-DATE FOR 2024

\$2,396,437.81

COMBINED STATEMENT OF REVENUES AND EXPENDITURES
FEBRUARY 2024

REVENUE	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	591,562	1,293,345	2,026,830	64%	11%
Water	772,797	1,884,597	1,584,359	119%	20%
Wastewater	511,273	1,169,074	885,922	132%	22%
Storm Water	120,378	277,475	179,667	154%	26%
Special Funds	661,891	1,567,143	1,910,825	82%	14%
TOTAL REVENUE	2,657,901	6,191,994	6,587,603	94%	16%

EXPENDITURES	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	1,108,576	2,547,037	1,917,244	133%	22%
Water	222,409	615,994	1,939,662	32%	5%
Wastewater	246,869	497,264	1,288,836	39%	6%
Storm Water	18,868	20,376	306,385	7%	1%
Special Funds	648,232	1,463,197	2,257,794	65%	11%
TOTAL EXPENDITURES	2,244,954	5,143,868	7,709,921	67%	11%

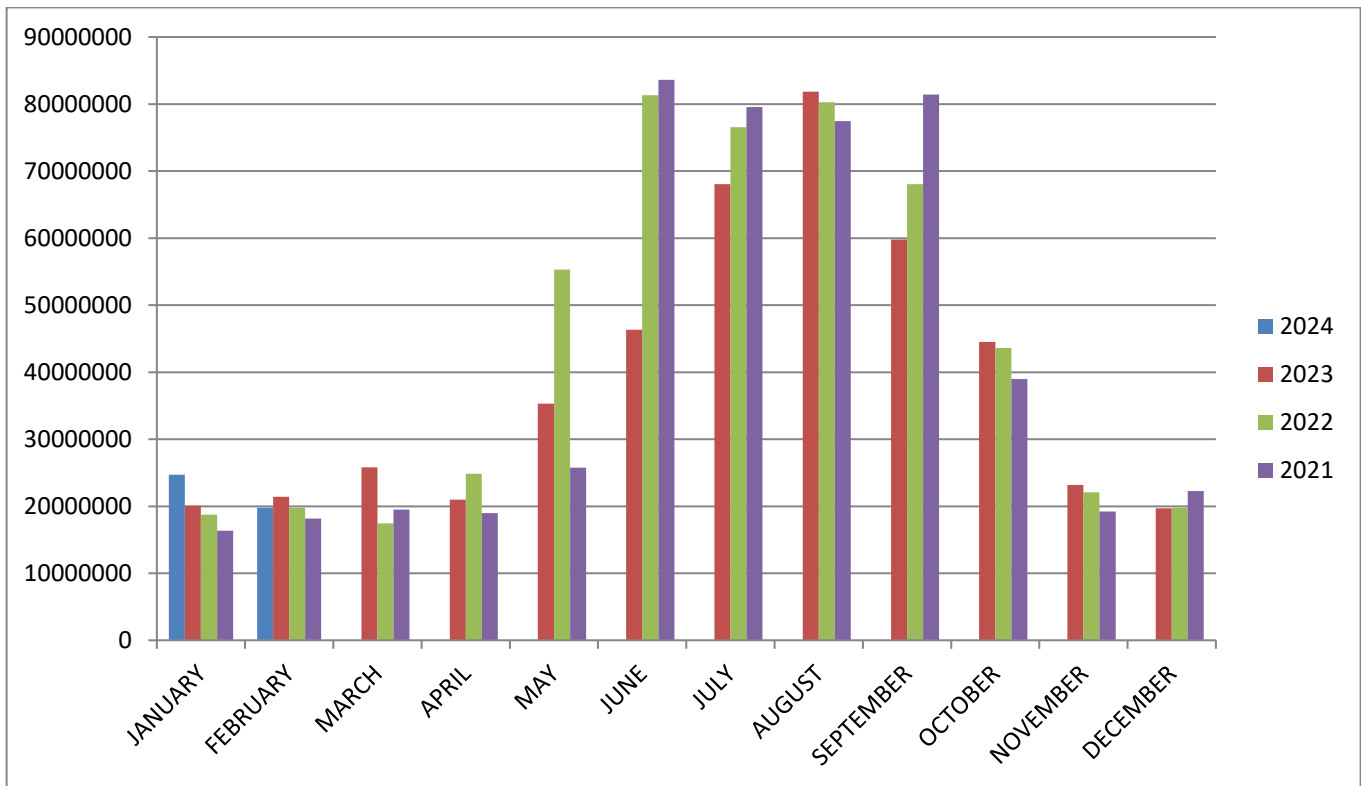


2024

	YEAR TO DATE TOTALS THRU FEBRUARY 2024
Single Family Permits	53
Overall Permit Total	128
Water Gallons Billed	44,501,000
Passports	205
Cemetery	1 Funeral

Building Permit & Permit Valuation by Year & 2024 YTD					
	2020	2021	2022	2023	2024 YTD
Single-Family home permits	505	508	222	220	53
All permits (roofing, decks, additions, etc.)	934	1110	809	748	128
Total Permit Value	\$119,451,932	\$238,661,288	\$164,526,847	\$119,408,321	\$24,226,704

BERTHOUD WATER USAGE



Personnel Summary

	Full-time	Part-time	Seasonal
Administration	13		
Code Enforcement	1		
Economic Development	1		
Planning-Building	5		
Streets	6		
Recreation	4		
Rec Center	7	87	
Parks-Forestry	12		
BATS	1	1	
Water-Wastewater	8		

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



**BILLS SUMMARY
FEBRUARY 2024 FINAL**

BILLS ALLOWED

TOTAL BILLS	\$	1,887,608
NET PAYROLL	\$	476,703

Mayor William Karspeck	_____
Trustee May Albrecht	_____
Trustee Karl Ayers	_____
Trustee Tim Hardy	_____
Trustee Chris Kurtz	_____
Trustee Sean Murphy	_____
Trustee Brett Wing	_____

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1100200400							
20124300							
02/24	02/01/2024	201243	Allstate	FEBRUARY	11-00-200400	Insurance Payable	771.40
20124301							
02/24	02/01/2024	201243	CIGNA	FEBRUARY	11-00-200400	Insurance Payable	43,616.12
20124302							
02/24	02/01/2024	201243	Guardian	FEBRUARY	11-00-200400	Insurance Payable	6,394.91
Total 1100200400:							50,782.43
1100200500							
75793							
02/24	02/13/2024	75793	Colorado Scene Developm	HORIZON HI	11-00-200500	Deferred Revenue	76,187.48
Total 1100200500:							76,187.48
1100420900							
75805							
02/24	02/21/2024	75805	McDaniel, Beth	587731	11-00-4209-00	Restitution	362.51
Total 1100420900:							362.51
1100431000							
75881							
02/24	02/20/2024	75881	CIRSA	W24002	11-00-4310-00	Loss Control Rebate	109,076.13
Total 1100431000:							109,076.13
1100465500							
75790							
02/24	02/13/2024	75790	WAYPOINT REAL ESTATE	FARMSTEAD	11-00-4655-00	Sign Deposit	300.00
75806							
02/24	02/29/2024	75806	Babo, Lawrence	SIGN DEPO	11-00-4655-00	Sign Deposit	150.00
Total 1100465500:							450.00
1101501001							
75630							
02/24	02/07/2024	75630	Culligan of Cheyenne	56159	11-01-5010.01	Office Supplies-General Office	82.00
75644							
02/24	02/07/2024	75644	Xerox Business Solutions	4874032	11-01-5010.01	Office Supplies-General Office	811.54
75760							
02/24	02/01/2024	75760	Digital Print Resources Inc	21760	11-01-5010.01	Office Supplies-General Office	897.75
Total 1101501001:							1,791.29
1101501101							
75643							
02/24	02/07/2024	75643	Voice Exchange (Paragon	FEBRUARY	11-01-5011.01	Telephone-General Office	38.00
75800							
02/24	02/20/2024	75800	CenturyLink Business Serv	676495131	11-01-5011.01	Telephone-General Office	3.28
Total 1101501101:							41.28
1101501707							
75851							
02/24	02/13/2024	75851	Terminix	442845741	11-01-5017.07	Building Maintenance-Town Hall	115.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1101501707:							115.00
1101501804							
75903							
02/24	02/29/2024	75903	Berthoud Weekly Surveyor	38716	11-01-5018.04	Publications/Legal Notice	231.17
Total 1101501804:							231.17
1101502302							
75899							
02/24	02/27/2024	75899	Pioneer Press of Greeley	Multiple	11-01-5023.02	Election Supplies	844.00
Total 1101502302:							844.00
1101503801							
75839							
02/24	02/13/2024	75839	Imaging Spectrum	19874	11-01-5038.01	Passport Expense	293.57
Total 1101503801:							293.57
1101504003							
75628							
02/24	02/07/2024	75628	Bell Gould Linder & Scott P	37069	11-01-5040.03	Attorney-Municipal Court	3,225.81
Total 1101504003:							3,225.81
1101504004							
75837							
02/24	02/13/2024	75837	Footo Law Firm	386	11-01-5040.04	Attorney-Board Meetings	3,093.75
Total 1101504004:							3,093.75
1101504103							
75872							
02/24	02/15/2024	75872	Miriam Villegas-Negron	BMC122301	11-01-5041.03	Court Expenses	613.32
75904							
02/24	02/29/2024	75904	CyraCom LLC	1026512	11-01-5041.03	Court Expenses	150.00
Total 1101504103:							763.32
1101509501							
75784							
02/24	02/06/2024	75784	Anchor Network Solutions,	Multiple	11-01-5095.01	Computer Maintenance/Replace	5,878.79
Total 1101509501:							5,878.79
1101509601							
75770							
02/24	02/01/2024	75770	Comcast	FEB24-2	11-01-5096.01	Internet	22.76
Total 1101509601:							22.76
1101524701							
20524300							
02/24	02/05/2024	205243	Caselle Inc.	FEBRUARY	11-01-5247.01	Software-Admin	1,868.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1101524701:							1,866.00
1101525201							
75892							
02/24	02/20/2024	75892	Zambelli Fireworks	520414	11-01-5252.01	Community Events	21,250.00
Total 1101525201:							21,250.00
1103501202							
75916							
02/24	02/29/2024	75916	XCEL Energy	865780103	11-03-5012.02	Utilities-Street Lights	408.94
Total 1103501202:							408.94
1103501207							
75645							
02/24	02/07/2024	75645	XCEL Energy	Multiple	11-03-5012.07	Street Light Repairs	11,564.08
75912							
02/24	02/29/2024	75912	Lumin8 Transportation Tec	6930	11-03-5012.07	Street Light Repairs	544.00
Total 1103501207:							12,108.08
1103501406							
75841							
02/24	02/13/2024	75841	Kwik Korner	JAN24	11-03-5014.06	Gas & Oil	2,130.48
Total 1103501406:							2,130.48
1103502106							
75843							
02/24	02/13/2024	75843	Mainstreet Car Care & Qui	Multiple	11-03-5021.06	Light Duty Veh/Equip Maint	1,583.11
Total 1103502106:							1,583.11
1103503702							
75889							
02/24	02/20/2024	75889	DISSCO	185334	11-03-5037.02	Materials for Maintenance	1,833.44
75910							
02/24	02/29/2024	75910	LG Everist INC	684648	11-03-5037.02	Materials for Maintenance	1,798.87
Total 1103503702:							3,632.31
1103504506							
75802							
02/24	02/20/2024	75802	Cintas First Aid & Safety	Multiple	11-03-5045.06	Shop Operations	774.00
Total 1103504506:							774.00
1104445055							
75646							
02/24	02/12/2024	75646	Martinez, Luis	01-22-2024	11-04-4450-55	Fees-Additional Programs	65.00
Total 1104445055:							65.00
1104501402							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
75873							
02/24	02/15/2024	75873	Olinger, Jeremy	02132024	11-04-5014.02	Gas & Oil	31.89
Total 1104501402:							31.89
1106510106							
75855							
02/24	02/13/2024	75855	Upstate Colorado Economic	PSI2024-41	11-06-5101.06	Memberships	15,000.00
75902							
02/24	02/29/2024	75902	Berthoud Area Chamber Of	2805	11-06-5101.06	Memberships	10,000.00
Total 1106510106:							25,000.00
1106511006							
75774							
02/24	02/05/2024	75774	Ayres Associates Inc	212987	11-06-5110.06	Professional Serv-Consultants	522.65
Total 1106511006:							522.65
1107500901							
75647							
02/24	02/12/2024	75647	Middlesworth, William	2-1-2024	11-07-5009.01	Travel/Training	40.00
75649							
02/24	02/12/2024	75649	Pickard, Sam	1-31-2024	11-07-5009.01	Travel/Training	80.00
Total 1107500901:							120.00
1107501101							
75890							
02/24	02/20/2024	75890	Hilltop Broadband	1489-202402	11-07-5011.01	Telephone	262.33
Total 1107501101:							262.33
1107501209							
75875							
02/24	02/15/2024	75875	Poudre Valley REA	FEB24	11-07-5012.09	Utilities-facilities/gen parks	1,772.00
Total 1107501209:							1,772.00
1107504601							
75809							
02/24	02/29/2024	75809	Schachterle, John	UNIFORM 2-	11-07-5046.01	Uniforms	86.69
Total 1107504601:							86.69
1107505303							
75804							
02/24	02/20/2024	75804	Republic Services	Multiple	11-07-5053.03	Portojohns-Facility	526.77
Total 1107505303:							526.77
1107505402							
75633							
02/24	02/07/2024	75633	Larimer Co Solid Waste	05-02106488	11-07-5054.02	Trash-Admin	90.93
Total 1107505402:							90.93

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1107505704							
75914							
02/24	02/29/2024	75914	Pioneer Mfg. Co./ Poineer	914896	11-07-5057.04	Repair/Supplies-Ball Fields	503.42
Total 1107505704:							503.42
1107505709							
75838							
02/24	02/13/2024	75838	Hotsy Equip of No Colo Inc	87214	11-07-5057.09	Repair/Supplies-General Park	1,124.80
75844							
02/24	02/13/2024	75844	Master Garage Door Servic	1174	11-07-5057.09	Repair/Supplies-General Park	930.00
75893							
02/24	02/21/2024	75893	University Auto Parts-NAP	Multiple	11-07-5057.09	Repair/Supplies-General Park	1,646.14
Total 1107505709:							3,700.94
1107505902							
75832							
02/24	02/13/2024	75832	City of Fort Collins	WNV-23-001	11-07-5059.02	Insect Control	4,984.65
Total 1107505902:							4,984.65
1108521502							
75848							
02/24	02/13/2024	75848	ProCode, Inc.	268210-COR	11-08-5215.02	Contract Inspections	113,891.85
Total 1108521502:							113,891.85
1110510400							
75871							
02/24	02/15/2024	75871	Little Thompson Water Dist	02082024	11-10-5104.00	I-25 Interchange Aesthetics	45,900.00
Total 1110510400:							45,900.00
1110512800							
75868							
02/24	02/15/2024	75868	Wilson & Company, Inc.	123409	11-10-5128.00	3rd & Massachusetts	33,522.19
Total 1110512800:							33,522.19
1110512900							
75631							
02/24	02/07/2024	75631	DeFalco Construction Com	10	11-10-5129.00	Richardson Park Construction	29,079.80
Total 1110512900:							29,079.80
1110570800							
75858							
02/24	02/13/2024	75858	Cardmember Service	JAN24-2	11-10-5708.00	Town Park Reconstruction	27,934.92
75866							
02/24	02/15/2024	75866	Krische Construction	23047.6	11-10-5708.00	Town Park Reconstruction	273,177.99
75867							
02/24	02/15/2024	75867	Ohlson Lavoie Corporation	115258	11-10-5708.00	Town Park Reconstruction	4,588.75
Total 1110570800:							305,701.66

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1111501803							
75638							
02/24	02/07/2024	75638	Prairie Mountain Media	373490	11-11-5018.03	Legal Notices	35.96
Total 1111501803:							35.96
1111518603							
75637							
02/24	02/07/2024	75637	Plan Tools LLC	24-4	11-11-5186.03	Development Code Updates	7,634.65
Total 1111518603:							7,634.65
1111518902							
75831							
02/24	02/13/2024	75831	Baseline Engineering Corp.	JAN24	11-11-5189.02	DEVELOPMENT REVIEW	21,114.00
Total 1111518902:							21,114.00
1112501702							
75786							
02/24	02/12/2024	75786	Clear Shine Window Cleani	14221	11-12-5017.02	Building Maintenance-Maint	30.00
Total 1112501702:							30.00
1112501703							
75840							
02/24	02/13/2024	75840	Jones Excavating & Plumbi	Multiple	11-12-5017.03	Building Maintenance-Repairs	8,843.16
Total 1112501703:							8,843.16
1112502001							
75795							
02/24	02/15/2024	75795	Larimer County Treasurer	1458035 202	11-12-5020.01	Property Tax	11,382.91
75797							
02/24	02/15/2024	75797	Larimer County Treasurer	1608973 202	11-12-5020.01	Property Tax	9,483.65
Total 1112502001:							20,866.56
1112503901							
75766							
02/24	02/01/2024	75766	Berthoud Village Shopping	FEB24	11-12-5039.01	HOA Fees	4,460.91
Total 1112503901:							4,460.91
1113502001							
75772							
02/24	02/01/2024	75772	Picture This Creative Servi	241-R-0011	11-13-5020.01	Prof Services-Community	300.00
Total 1113502001:							300.00
2000504002							
75884							
02/24	02/20/2024	75884	Vranesh & Raisch	Multiple	20-00-5040.02	Attorney Fees	21,093.14
Total 2000504002:							21,093.14

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2000510800							
75642							
02/24	02/07/2024	75642	Resource Central	5946	20-00-5108.00	Water Conservation Program	15,395.00
75894							
02/24	02/27/2024	75894	Digital Print Resources Inc	Multiple	20-00-5108.00	Water Conservation Program	4,751.50
Total 2000510800:							20,146.50
2000520802							
75906							
02/24	02/29/2024	75906	Gopher Excavation Inc	06-2480	20-00-5208.02	Raw Line Maintenance	18,350.00
Total 2000520802:							18,350.00
2100441000							
75731							
02/24	02/07/2024	75731	SECRETARY OF HOUSIN	10319.4	21-00-4410-00	Sale of Water	69.93
75732							
02/24	02/08/2024	75732	NELSON, BARBARA A	11056.2	21-00-4410-00	Sale of Water	400.00
75733							
02/24	02/08/2024	75733	Dream Finders Homes	11052.2	21-00-4410-00	Sale of Water	60.94
75734							
02/24	02/12/2024	75734	Prodoccini, LeeAnn	828.5	21-00-4410-00	Sale of Water	472.13
75735							
02/24	02/12/2024	75735	Landmark Homes	12260.1	21-00-4410-00	Sale of Water	1,323.34
75736							
02/24	02/12/2024	75736	Landmark Homes	Multiple	21-00-4410-00	Sale of Water	289.19
75737							
02/24	02/14/2024	75737	ROSS, BLAINE & HOLLY	1872.1	21-00-4410-00	Sale of Water	696.64
75738							
02/24	02/20/2024	75738	HUARD, KELSEY L	10559.2	21-00-4410-00	Sale of Water	125.89
75739							
02/24	02/20/2024	75739	LINDER, VIRGINIA C	10001.1	21-00-4410-00	Sale of Water	514.34
75740							
02/24	02/26/2024	75740	MCGARRY, KATHLEEN	9613.3	21-00-4410-00	Sale of Water	101.78
Total 2100441000:							4,054.18
2100500801							
75773							
02/24	02/05/2024	75773	American DataBank LLC	2401264	21-00-5008.01	Employee Physicals-Background	90.40
Total 2100500801:							90.40
2100501001							
75778							
02/24	02/05/2024	75778	USPS-Berthoud	FEB24	21-00-5010.01	Office Supplies	2,304.32
75783							
02/24	02/06/2024	75783	Pioneer Press of Greeley	95534	21-00-5010.01	Office Supplies	233.00
75874							
02/24	02/15/2024	75874	Pioneer Press of Greeley	95630	21-00-5010.01	Office Supplies	52.00
Total 2100501001:							2,589.32
2100501101							
75771							
02/24	02/01/2024	75771	Hilltop Broadband	FEB24	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
75886							
02/24	02/20/2024	75886	Comcast	FEB2024	21-00-5011.01	Telephone	436.38
Total 2100501101:							631.08
2100501203							
75901							
02/24	02/27/2024	75901	XCEL Energy	FEB2024	21-00-5012.03	Utilities-Treatment	11,528.03
Total 2100501203:							11,528.03
2100501301							
75775							
02/24	02/05/2024	75775	BK Tire, Inc.	Multiple	21-00-5013.01	Vehicle Maintenance	1,670.20
Total 2100501301:							1,670.20
2100505702							
75798							
02/24	02/20/2024	75798	Inland Potable Services	C23-122823	21-00-5057.02	Repair, Maint, Supp Dist	3,688.00
Total 2100505702:							3,688.00
2100505703							
75854							
02/24	02/13/2024	75854	UNCC	224010157	21-00-5057.03	Repair, Maint, Supp Treat	481.17
75856							
02/24	02/13/2024	75856	USA Bluebook	Multiple	21-00-5057.03	Repair, Maint, Supp Treat	2,175.04
75908							
02/24	02/29/2024	75908	Hach Co.	13917863	21-00-5057.03	Repair, Maint, Supp Treat	1,527.26
Total 2100505703:							4,183.47
2100506003							
75639							
02/24	02/07/2024	75639	PVS DX INC	737000099-2	21-00-5060.03	Chemicals-Treatment	3,097.82
75850							
02/24	02/13/2024	75850	Riley Equipment Company	010517	21-00-5060.03	Chemicals-Treatment	11,422.89
Total 2100506003:							14,520.71
2100510603							
75915							
02/24	02/29/2024	75915	Veolia WTS Analytical Instr	902550920	21-00-5106.03	Lab Equipment/Supplies	5,901.96
Total 2100510603:							5,901.96
2100510902							
75834							
02/24	02/13/2024	75834	Dana Kepner	Multiple	21-00-5109.02	Meters-repairs	13,406.00
75909							
02/24	02/29/2024	75909	Jones Excavating & Plumbi	5346	21-00-5109.02	Meters-repairs	3,780.00
Total 2100510902:							17,186.00
2300441000							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
75730							
02/24	02/01/2024	75730	GIVAN, ANDREW	1404.2	23-00-4410-00	Wastewater Charges	100.33
Total 2300441000:							100.33
2300501005							
75808							
02/24	02/29/2024	75808	Office Depot	Multiple	23-00-5010.05	Office Supplies- Utility Bill	824.47
Total 2300501005:							824.47
2300501101							
75767							
02/24	02/01/2024	75767	CenturyLink	FEB24	23-00-5011.01	Telephone-Main Plant	415.81
75769							
02/24	02/01/2024	75769	Comcast	FEB24	23-00-5011.01	Telephone-Main Plant	1,686.45
75898							
02/24	02/27/2024	75898	AT&T Mobility	FEB2024	23-00-5011.01	Telephone-Main Plant	711.64
Total 2300501101:							2,813.90
2300501201							
75883							
02/24	02/20/2024	75883	Little Thompson Water Dist	JAN2024	23-00-5012.01	Utilities-Main Plant	164.40
75891							
02/24	02/20/2024	75891	Poudre Valley REA	FEB24-2	23-00-5012.01	Utilities-Main Plant	347.40
75900							
02/24	02/27/2024	75900	Poudre Valley REA	FEB2024	23-00-5012.01	Utilities-Main Plant	7,235.99
Total 2300501201:							7,747.79
2300501202							
75765							
02/24	02/01/2024	75765	XCEL Energy	JAN2024	23-00-5012.02	Utilities-Regional	1,250.82
Total 2300501202:							1,250.82
2300501203							
75634							
02/24	02/07/2024	75634	Little Thompson Water Dist	JANUARY 20	23-00-5012.03	Utilities	1,719.38
75911							
02/24	02/29/2024	75911	Little Thompson Water Dist	FEB2024	23-00-5012.03	Utilities	34.44
Total 2300501203:							1,753.82
2300502004							
75905							
02/24	02/29/2024	75905	GEI Consultants Inc.	3147953	23-00-5020.04	Professional Fees	2,420.50
Total 2300502004:							2,420.50
2300503904							
75847							
02/24	02/13/2024	75847	North Front Range Water	202424	23-00-5039.04	Dues	3,307.50
Total 2300503904:							3,307.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2300504004							
75845							
02/24	02/13/2024	75845	Maynes Bradford Shipp &	JAN24	23-00-5040.04	Attorney	11,844.02
Total 2300504004:							11,844.02
2300505401							
75640							
02/24	02/07/2024	75640	Republic Services	Multiple	23-00-5054.01	Trash	664.76
Total 2300505401:							664.76
2300505701							
75846							
02/24	02/13/2024	75846	MTech Mechanical	126813	23-00-5057.01	Repair, Maint. & Supplies-Main	180.00
75849							
02/24	02/13/2024	75849	Ramey Environmental	Multiple	23-00-5057.01	Repair, Maint. & Supplies-Main	87,526.93
75907							
02/24	02/29/2024	75907	Grainger	9014735469	23-00-5057.01	Repair, Maint. & Supplies-Main	69.24
75913							
02/24	02/29/2024	75913	MTech Mechanical	129051	23-00-5057.01	Repair, Maint. & Supplies-Main	1,425.92
Total 2300505701:							89,202.09
2300506002							
75853							
02/24	02/13/2024	75853	Treatment Technology	190937	23-00-5060.02	Chemicals-Regional	2,382.00
Total 2300506002:							2,382.00
2300510801							
75833							
02/24	02/13/2024	75833	Colorado Analytical Labs, Inc	Multiple	23-00-5108.01	Lab Tests-Main Plant	2,705.11
Total 2300510801:							2,705.11
2300511401							
75777							
02/24	02/05/2024	75777	Denali Water Solutions	720232	23-00-5114.01	Sludge Hauling-Main Plant	1,612.79
75836							
02/24	02/13/2024	75836	Denali Water Solutions	721316	23-00-5114.01	Sludge Hauling-Main Plant	615.48
75888							
02/24	02/20/2024	75888	Denali Water Solutions	Multiple	23-00-5114.01	Sludge Hauling-Main Plant	3,185.08
Total 2300511401:							5,413.35
2400441200							
75807							
02/24	02/29/2024	75807	Northern Water	23BER-0011	24-00-4412-00	System Investment Fees	24,064.00
Total 2400441200:							24,064.00
2400501900							
31324380							
02/24	02/29/2024	313243	Alfa Construction LLC	FEBRUARY	24-00-5019.00	ALFA Line Reimbursement	7,700.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 2400501900:							7,700.00
2400527100							
75882							
02/24	02/20/2024	75882	Kimley-Horn and Associate	196724000-0	24-00-5271.00	1st Street Sewer Upgrade	23,030.15
Total 2400527100:							23,030.15
2900526102							
75789							
02/24	02/12/2024	75789	Transwest Truck Trailer RV	005S591723	29-00-5261.02	Sweeper Parts	5,545.61
Total 2900526102:							5,545.61
3300517600							
75880							
02/24	02/15/2024	75880	Greeley Nissan Volkswage	20731	33-00-5176.00	LCSO Vehicle	33,900.00
Total 3300517600:							33,900.00
3600430600							
75981							
02/24	02/29/2024	75981	Larimer County Sales Tax	FEBRUARY	36-00-4306-00	County Open Space Revenue	30,893.55
Total 3600430600:							30,893.55
3600502000							
75787							
02/24	02/12/2024	75787	Larimer Co Dept of Natural	2024-0004	36-00-5020.00	Professional Fees	858.86
Total 3600502000:							858.86
3600522000							
75632							
02/24	02/07/2024	75632	ECI Site Construction Man	9	36-00-5220.00	Waggenger Farm Park Const	57,937.91
Total 3600522000:							57,937.91
3600525900							
75762							
02/24	02/01/2024	75762	Mountain View Commercial	13696	36-00-5259.00	Hillsdale	1,295.00
Total 3600525900:							1,295.00
3600526500							
75885							
02/24	02/20/2024	75885	XCEL Energy	JAN2024-3	36-00-5265.00	Jaskowski Property Maint.	315.72
Total 3600526500:							315.72
3600526800							
75768							
02/24	02/01/2024	75768	Colorado Portables	L12632	36-00-5268.00	Berthoud Reservoir park Maint	265.00
Total 3600526800:							265.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
3700505702							
75835							
02/24	02/13/2024	75835	Dan's Small Engine	117092	37-00-5057.02	Repair & Maintenance	573.71
75887							
02/24	02/20/2024	75887	Dan's Small Engine	0117189	37-00-5057.02	Repair & Maintenance	453.18
Total 3700505702:							1,026.89
3900511402							
22924300							
02/24	02/29/2024	229243	WEX BANK	FEBRUARY	39-00-5114.02	Gas & Oil	1,795.21
Total 3900511402:							1,795.21
4000511400							
75857							
02/24	02/13/2024	75857	Wilson Williams Fellman Di	398	40-00-5114.00	Spartan Design and Crossing	98.00
75863							
02/24	02/15/2024	75863	Baseline Engineering Corp.	Multiple	40-00-5114.00	Spartan Design and Crossing	24,875.38
Total 4000511400:							24,973.38
5100461000							
75830							
02/24	02/29/2024	75830	Town of Johnstown	FEBRUARY	51-00-4610-00	Sales Tax Revenue	6,945.40
Total 5100461000:							6,945.40
5100503800							
75648							
02/24	02/12/2024	75648	Miller, Pat	24-0025	51-00-5038.00	Sidewalk Improvements	975.00
Total 5100503800:							975.00
5100523900							
75811							
02/24	02/26/2024	75811	All Pro Pavement Services	1128	51-00-5239.00	Street Improvements	19,553.18
Total 5100523900:							19,553.18
5100524400							
75864							
02/24	02/15/2024	75864	Integrated Site Services In	3	51-00-5244.00	I-25 Design	312,869.11
75877							
02/24	02/15/2024	75877	Upham, Tim	02062024	51-00-5244.00	I-25 Design	87,500.00
Total 5100524400:							400,369.11
5201501001							
75636							
02/24	02/07/2024	75636	Office Depot	Multiple	52-01-5010.01	Office Supplies	524.19
Total 5201501001:							524.19
5201501101							
75785							
02/24	02/06/2024	75785	Hilltop Broadband	4872-202402	52-01-5011.01	Telephone/Internet	657.11

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 5201501101:							657.11
5201501201							
75869							
02/24	02/15/2024	75869	XCEL Energy	JAN2024-2	52-01-5012.01	Utilities	14,789.50
Total 5201501201:							14,789.50
5201502004							
75794							
02/24	02/15/2024	75794	IVR Systems	Multiple	52-01-5020.04	Purchased Services	288.00
75865							
02/24	02/15/2024	75865	IVR Systems	M24-1013-1	52-01-5020.04	Purchased Services	96.00
75879							
02/24	02/15/2024	75879	Xerox Business Solutions	4904301	52-01-5020.04	Purchased Services	26.90
Total 5201502004:							410.90
5201505404							
75641							
02/24	02/07/2024	75641	Republic Services	Multiple	52-01-5054.04	Trash Service	1,010.45
Total 5201505404:							1,010.45
5201505601							
75761							
02/24	02/01/2024	75761	Lefthand Printworks	3273	52-01-5056.01	Brochures/Advertising/Printing	40.00
Total 5201505601:							40.00
5201524701							
75779							
02/24	02/06/2024	75779	DaySmart Recreation	1135571	52-01-5247.01	Computer Software	1,960.94
Total 5201524701:							1,960.94
5203501701							
75780							
02/24	02/06/2024	75780	Holbrook Service	Multiple	52-03-5017.01	Building Maintenance/Repair	3,996.00
Total 5203501701:							3,996.00
5203502004							
75782							
02/24	02/06/2024	75782	Long Building Technologies	SCPAY00677	52-03-5020.04	Purchased Services	587.68
Total 5203502004:							587.68
5203505701							
75635							
02/24	02/07/2024	75635	Norcon of New Mexico	2024-0005	52-03-5057.01	Equipment Maintenance/Repair	2,000.00
Total 5203505701:							2,000.00
5203510201							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
75781							
02/24	02/08/2024	75781	Home Depot Pro	787315878	52-03-5102.01	Supplies/Equipment	247.96
75796							
02/24	02/15/2024	75796	Western Paper Distributors	4751764	52-03-5102.01	Supplies/Equipment	376.15
75878							
02/24	02/15/2024	75878	Western Paper Distributors	Multiple	52-03-5102.01	Supplies/Equipment	810.55
Total 5203510201:							1,434.66
5205506001							
75764							
02/24	02/01/2024	75764	The Aqueous Solution, Inc	Multiple	52-05-5060.01	Chemicals	1,067.75
75852							
02/24	02/13/2024	75852	The Aqueous Solution, Inc	14604	52-05-5060.01	Chemicals	538.99
75876							
02/24	02/15/2024	75876	The Aqueous Solution, Inc	14788	52-05-5060.01	Chemicals	498.07
Total 5205506001:							2,104.81
5205510201							
75862							
02/24	02/15/2024	75862	Associated Supply Compa	A103718	52-05-5102.01	Supplies/Equipment	195.15
75870							
02/24	02/15/2024	75870	CEM Sales & Service	162372	52-05-5102.01	Supplies/Equipment	1,369.23
Total 5205510201:							1,564.38
5206505701							
75842							
02/24	02/13/2024	75842	Life Fitness	7592243	52-06-5057.01	Equipment Maintenance/Repair	309.77
Total 5206505701:							309.77
5206510201							
75776							
02/24	02/05/2024	75776	Commercial Fitness Solutio	9253	52-06-5102.01	Supplies/Equipment	270.32
Total 5206510201:							270.32
5207502004							
75801							
02/24	02/20/2024	75801	Choose Well Nutrition, LLC	JANUARY 20	52-07-5020.04	Purchased Services	602.00
Total 5207502004:							602.00
5207502104							
75629							
02/24	02/07/2024	75629	Berthoud Local	2024	52-07-5021.04	Wildfire Class	25,000.00
75799							
02/24	02/20/2024	75799	Berthoud Local	199	52-07-5021.04	Wildfire Class	67.20
Total 5207502104:							25,067.20
5208502031							
75763							
02/24	02/01/2024	75763	Northern Colorado Sports	10481	52-08-5020.31	Officials-Adult Volleyball	1,650.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
75788							
02/24	02/12/2024	75788	Northern Colorado Sports	10523	52-08-5020.31	Officials-Adult Volleyball	850.00
75803							
02/24	02/20/2024	75803	Northern Colorado Sports	10567	52-08-5020.31	Officials-Adult Volleyball	1,850.00
Total 5208502031:							4,350.00
5240570200							
75655							
02/24	02/07/2024	75655	Colorado Portables	12875	52-40-5702.00	Berthoud Bike Park maint	660.00
Total 5240570200:							660.00
Grand Totals:							1,887,607.55

Town of Berthoud

Check Issue Dates February 1 - February 29, 2024

Alfa Construction LLC	\$ 7,700.00
All Pro Pavement Services	\$ 19,553.18
Allstate	\$ 771.40
American DataBank LLC	\$ 90.40
Anchor Network Solutions, Inc.	\$ 5,878.79
Associated Supply Company	\$ 195.15
AT&T Mobility	\$ 711.64
Ayres Associates Inc	\$ 522.65
Baseline Engineering Corp.	\$ 21,114.00
Baseline Engineering Corp.	\$ 24,875.38
Bebo, Lawrence	\$ 150.00
Bell Gould Linder & Scott PC	\$ 3,225.81
Berthoud Area Chamber Of Comme	\$ 10,000.00
Berthoud Local	\$ 25,000.00
Berthoud Local	\$ 67.20
Berthoud Village Shopping Center	\$ 4,460.91
Berthoud Weekly Surveyor	\$ 231.17
BK Tire, Inc.	\$ 1,670.20
Cardmember Service	\$ 27,934.92
Caselle Inc.	\$ 1,866.00
CEM Sales & Service	\$ 1,369.23
CenturyLink	\$ 415.81
CenturyLink Business Services	\$ 3.28
Choose Well Nutrition, LLC	\$ 602.00
CIGNA	\$ 43,616.12
Cintas First Aid & Safety	\$ 774.00
CIRSA	\$ 109,076.13
City of Fort Collins	\$ 4,984.65
Clear Shine Window Cleaning	\$ 30.00
Colorado Analytical Labs, Inc.	\$ 2,705.11
Colorado Portables	\$ 660.00
Colorado Portables	\$ 265.00
Colorado Scene Development	\$ 76,187.48
Comcast	\$ 1,686.45
Comcast	\$ 22.76
Comcast	\$ 436.38
Commercial Fitness Solutions	\$ 270.32
Culligan of Cheyenne	\$ 82.00
CyraCom LLC	\$ 150.00
Dana Kepner	\$ 13,406.00
Dan's Small Engine	\$ 573.71

Dan's Small Engine	\$ 453.18
DaySmart Recreation	\$ 1,960.94
DeFalco Construction Company	\$ 29,079.80
Denali Water Solutions	\$ 1,612.79
Denali Water Solutions	\$ 615.48
Denali Water Solutions	\$ 3,185.08
Digital Print Resources Inc	\$ 897.75
Digital Print Resources Inc	\$ 4,751.50
DISSCO	\$ 1,833.44
Dream Finders Homes	\$ 60.94
ECI Site Construction Management	\$ 57,937.91
Foote Law Firm	\$ 3,093.75
GEI Consultants Inc.	\$ 2,420.50
GIVAN, ANDREW	\$ 100.33
Gopher Excavation Inc	\$ 18,350.00
Grainger	\$ 69.24
Greeley Nissan Volkswagen	\$ 33,900.00
Guardian	\$ 6,394.91
Hach Co.	\$ 1,527.26
Hilltop Broadband	\$ 194.70
Hilltop Broadband	\$ 657.11
Hilltop Broadband	\$ 262.33
Holbrook Service	\$ 3,996.00
Home Depot Pro	\$ 247.96
Hotsy Equip of No Colo Inc	\$ 1,124.80
HUARD, KELSEY L	\$ 125.89
Imaging Spectrum	\$ 293.57
Inland Potable Services	\$ 3,688.00
Integrated Site Services Inc.	\$ 312,869.11
IVR Systems	\$ 288.00
IVR Systems	\$ 96.00
Jones Excavating & Plumbing LTD	\$ 8,843.16
Jones Excavating & Plumbing LTD	\$ 3,780.00
Kimley-Horn and Associates	\$ 23,030.15
Krische Construction	\$ 273,177.99
Kwik Korner	\$ 2,130.48
Landmark Homes	\$ 1,323.34
Landmark Homes	\$ 289.19
Larimer Co Dept of Natural Resources	\$ 858.86
Larimer Co Solid Waste	\$ 90.93
Larimer County Sales Tax	\$ 30,893.55
Larimer County Treasurer	\$ 11,382.91
Larimer County Treasurer	\$ 9,483.65
Lefthand Printworks	\$ 40.00
LG Everist INC	\$ 1,798.87

Life Fitness	\$	309.77
LINDER, VIRGINIA C	\$	514.34
Little Thompson Water District	\$	1,719.38
Little Thompson Water District	\$	45,900.00
Little Thompson Water District	\$	164.40
Little Thompson Water District	\$	34.44
Long Building Technologies	\$	587.68
Lumin8 Transportation Technologies	\$	544.00
Mainstreet Car Care & Quick Lube	\$	1,583.11
Martinez, Luis	\$	65.00
Master Garage Door Service	\$	930.00
Maynes Bradford Shipps & Sheftel	\$	11,644.02
McDaniel, Beth	\$	362.51
MCGARRY, KATHLEEN	\$	101.78
Middlesworth, William	\$	40.00
Miller, Pat	\$	975.00
Miriam Villegas-Negron	\$	613.32
Mountain View Commercial Clean	\$	1,295.00
MTech Mechanical	\$	180.00
MTech Mechanical	\$	1,425.92
NELSON, BARBARA A	\$	400.00
Norcon of New Mexico	\$	2,000.00
North Front Range Water Qual	\$	3,307.50
Northern Colorado Sports Officials	\$	1,650.00
Northern Colorado Sports Officials	\$	850.00
Northern Colorado Sports Officials	\$	1,850.00
Northern Water	\$	24,064.00
Office Depot	\$	524.19
Office Depot	\$	824.47
Ohlson Lavoie Corporation	\$	4,588.75
Olinger, Jeremy	\$	31.89
Pickard, Sam	\$	80.00
Picture This Creative Services	\$	300.00
Pioneer Mfg. Co./ Poineer Athletics	\$	503.42
Pioneer Press of Greeley	\$	233.00
Pioneer Press of Greeley	\$	52.00
Pioneer Press of Greeley	\$	844.00
Plan Tools LLC	\$	7,634.65
Poudre Valley REA	\$	1,772.00
Poudre Valley REA	\$	347.40
Poudre Valley REA	\$	7,235.99
Prairie Mountain Media	\$	35.96

ProCode, Inc.	\$ 113,891.85
Prodoccini, LeeAnn	\$ 472.13
PVS DX INC	\$ 3,097.82
Ramey Environmental	\$ 87,526.93
Republic Services	\$ 664.76
Republic Services	\$ 1,010.45
Republic Services	\$ 526.77
Resource Central	\$ 15,395.00
Riley Equipment Company	\$ 11,422.89
ROSS, BLAINE & HOLLY	\$ 696.64
Schachterle, John	\$ 86.69
SECRETARY OF HOUSING & URBAN	\$ 69.93
Terminix	\$ 115.00
The Aqueous Solution, Inc	\$ 1,067.75
The Aqueous Solution, Inc	\$ 538.99
The Aqueous Solution, Inc	\$ 498.07
Town of Johnstown	\$ 6,945.40
Transwest Truck Trailer RV	\$ 5,545.61
Treatment Technology	\$ 2,382.00
UNCC	\$ 481.17
University Auto Parts-NAPA	\$ 1,646.14
Upham, Tim	\$ 87,500.00
Upstate Colorado Economic Dev.	\$ 15,000.00
USA Bluebook	\$ 2,175.04
USPS-Berthoud	\$ 2,304.32
Veolia WTS Analytical Instruments, Inc.	\$ 5,901.96
Voice Exchange (Paragon Comm)	\$ 38.00
Vranesh & Raisch	\$ 21,093.14
WAYPOINT REAL ESTATE	\$ 300.00
Western Paper Distributors	\$ 376.15
Western Paper Distributors	\$ 810.55
WEX BANK	\$ 1,795.21
Wilson & Company, Inc.	\$ 33,522.19
Wilson Williams Fellman Dittman	\$ 98.00
XCEL Energy	\$ 11,564.08
XCEL Energy	\$ 1,250.82
XCEL Energy	\$ 14,789.50
XCEL Energy	\$ 315.72
XCEL Energy	\$ 11,528.03
XCEL Energy	\$ 408.94
Xerox Business Solutions Southwest	\$ 811.54
Xerox Business Solutions Southwest	\$ 26.90
Zambelli Fireworks	\$ 21,250.00

Grand Totals:	\$ 1,879,907.55
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FEBRUARY 2024

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

GENERAL FUND

REVENUE

PERCENTAGE

YTD ACTUAL vs

YTD BUDGET

	CURRENT MONTH		YTD ACTUAL		YTD BUDGET		TOTAL 2023 BUDGET		
TAXES	\$ 189,035.55	\$	393,218.30	\$	1,476,725.00	\$	8,860,350.00		26.6%
LICENSES & PERMITS	\$ 15,357.87	\$	35,151.17	\$	39,950.00	\$	239,700.00		88.0%
INTERGOVERNMENTAL REVENUE	\$ 33,624.21	\$	40,368.71	\$	86,014.00	\$	516,084.00		46.9%
FINES	\$ 1,330.00	\$	3,590.00	\$	3,500.00	\$	21,000.00		102.6%
MISCELLANEOUS	\$ 264,714.67	\$	685,282.44	\$	320,666.67	\$	1,924,000.00		213.7%
TRANSFERS	\$ 29,352.19	\$	60,737.21	\$	59,716.33	\$	358,298.00		101.7%
PROPERTY SALES & DONATIONS & INS CLAIM	\$ -	\$	-	\$	-	\$	-		0.0%
RECREATION	\$ 49,370.25	\$	57,969.25	\$	27,566.67	\$	165,400.00		210.3%
PARKS	\$ 495.00	\$	185.00	\$	1,283.33	\$	7,700.00		14.4%
LEASE REVENUE	\$ 8,282.57	\$	16,842.64	\$	11,408.33	\$	68,450.00		147.6%
TOTAL REVENUE GENERAL FUND	\$ 591,562.31	\$	1,293,344.72	\$	2,026,830.33	\$	12,160,982.00		63.8%

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

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
ADMIN SALARIES/TAXES/BENEFITS	\$ 113,474.81	\$ 255,883.42	\$ 265,741.67	\$ 1,594,450.00	96.3%
GENERAL OFFICE OTHER	\$ 34,412.96	\$ 276,121.72	\$ 128,375.83	\$ 770,255.00	215.1%
ELECTIONS	\$ 3,605.56	\$ 3,605.56	\$ 10,916.67	\$ 65,500.00	0.0%
MUNICIPAL COURT	\$ 3,222.40	\$ 6,646.21	\$ 9,466.67	\$ 56,800.00	70.2%
BOARD & BOARD MEETINGS	\$ 3,286.62	\$ 8,212.19	\$ 15,016.67	\$ 90,100.00	54.7%
FINANCE	\$ 74.51	\$ 329.51	\$ 3,333.33	\$ 20,000.00	9.9%
BUILDING MAINTENANCE	\$ 2,854.67	\$ 7,857.09	\$ 11,666.67	\$ 70,000.00	67.3%
COMMUNITY SUPPORT	\$ 21,250.00	\$ 21,250.00	\$ 17,000.00	\$ 102,000.00	125.0%
TRANSFERS	\$ 1,666.67	\$ 3,333.34	\$ 3,333.33	\$ 20,000.00	100.0%
TOTAL ADMIN EXPENDITURES	\$ 183,848.20	\$ 583,239.04	\$ 464,850.83	\$ 2,789,105.00	125.5%

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

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
CODE ENFORCEMENT (INCLUDES SALARY)	\$ 7,601.84	\$ 15,525.61	\$ 30,978.83	\$ 185,873.00	50.1%
LSCO ADMIN SUPPLIES	\$ -	\$ -	\$ 250.00	\$ 1,500.00	0.0%
ANIMAL CONTROL	\$ -	\$ -	\$ 9,666.67	\$ 58,000.00	0.0%
TRAFFIC CONTROL/PEDESTRIAN SAFETY	\$ -	\$ -	\$ 166.67	\$ 1,000.00	0.0%
DRUG EDUCATION/PUBLIC EVENTS	\$ 350.20	\$ 350.20	\$ 3,666.67	\$ 22,000.00	9.6%
LARIMER COUNTY SHERIFF	\$ -	\$ -	\$ 411,666.67	\$ 2,470,000.00	0.0%
TOTAL PUBLIC SAFETY EXPENDITURES	\$ 7,952.04	\$ 15,875.81	\$ 456,395.50	\$ 2,738,373.00	3.5%

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

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 35,557.26	\$ 77,732.65	\$ 108,968.83	\$ 653,813.00	71.3%
ADMINISTRATION OTHER	\$ 890.59	\$ 1,722.38	\$ 4,816.67	\$ 28,900.00	35.8%
STREET REPAIR/MAINTENANCE	\$ 18,212.91	\$ 32,192.70	\$ 45,000.00	\$ 270,000.00	71.5%
CONTRACT SERVICES	\$ 3,749.75	\$ 6,585.75	\$ 8,333.33	\$ 50,000.00	79.0%
SIGNAGE	\$ (175.00)	\$ 1,965.00	\$ 6,666.67	\$ 40,000.00	29.5%
SNOW REMOVAL	\$ -	\$ -	\$ 10,833.33	\$ 65,000.00	0.0%
SHOP & VEHICLE MAINTENANCE	\$ 8,915.70	\$ 25,284.00	\$ 22,666.67	\$ 136,000.00	111.5%
TOTAL STREETS EXPENDITURES	\$ 67,151.21	\$ 145,482.48	\$ 207,285.50	\$ 1,243,713.00	70.2%

RECREATION DEPARTMENT

EXPENDITURES					<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>
ADMIN SALARIES/TAXES/BENEFITS	\$ 20,154.97	\$ 45,543.56	\$ 46,607.83	\$ 279,647.00	97.7%
ADMINISTRATION (SUPPLIES, CONCESSIONS)	\$ 1,588.99	\$ 3,297.24	\$ 10,571.67	\$ 63,430.00	31.2%
FLAG FOOTBALL	\$ -	\$ -	\$ 2,586.67	\$ 15,520.00	0.0%
TRACK	\$ -	\$ -	\$ 1,051.67	\$ 6,310.00	0.0%
TENNIS	\$ -	\$ -	\$ 973.33	\$ 5,840.00	0.0%
ADULT SOFTBALL	\$ -	\$ -	\$ 941.67	\$ 5,650.00	0.0%
YOUTH BASEBALL	\$ 55.00	\$ 55.00	\$ 3,475.00	\$ 20,850.00	1.6%
YOUTH SOFTBALL	\$ -	\$ -	\$ 2,001.67	\$ 12,010.00	0.0%
ADULT KICKBALL	\$ -	\$ -	\$ 710.00	\$ 4,260.00	0.0%
ADULT SOCCER	\$ 130.56	\$ 130.56	\$ 750.00	\$ 4,500.00	17.4%
SOCCER	\$ -	\$ -	\$ 3,933.33	\$ 23,600.00	0.0%
CAMPS/TOURNAMENTS	\$ -	\$ 73.64	\$ 1,673.33	\$ 10,040.00	4.4%
ADDITIONAL PROGRAMS	\$ -	\$ -	\$ 1,066.67	\$ 6,400.00	0.0%
TOTAL RECREATION EXPENDITURES	\$ 21,929.52	\$ 49,100.00	\$ 76,342.83	\$ 458,057.00	64.3%

PARKS DEPARTMENT

EXPENDITURES					<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>
SALARIES/TAXES/BENEFITS	\$ 39,193.00	\$ 84,703.57	\$ 123,047.17	\$ 738,283.00	68.8%
ADMINISTRATION OTHER	\$ 800.97	\$ 3,923.28	\$ 5,000.00	\$ 30,000.00	78.5%
INSECT CONTROL	\$ -	\$ 4,984.65	\$ 7,500.00	\$ 45,000.00	66.5%
FACILITIES MAINTENANCE	\$ 1,244.56	\$ 2,424.96	\$ 7,333.33	\$ 44,000.00	33.1%
TURF/BALLFIELDS	\$ 3,575.07	\$ 3,922.63	\$ 23,916.67	\$ 143,500.00	16.4%
GENERAL PARKS	\$ 7,753.40	\$ 11,648.29	\$ 19,333.33	\$ 116,000.00	60.2%
FLEET MAINTENANCE	\$ 60.46	\$ 868.73	\$ 5,333.33	\$ 32,000.00	16.3%
SEASONAL DECORATIONS/BANNERS	\$ -	\$ 2,270.27	\$ 2,833.33	\$ 17,000.00	80.1%
TRANSFER TO FORESTRY	\$ 41,666.63	\$ 83,333.34	\$ 83,333.33	\$ 500,000.00	100.0%
TOTAL PARKS EXPENDITURES	\$ 94,294.09	\$ 198,079.72	\$ 277,630.50	\$ 1,665,783.00	71.3%

ECONOMIC DEVELOPMENT**PERCENTAGE****YTD ACTUAL vs**

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 12,900.14	\$ 26,410.37	\$ 29,850.17	\$ 179,101.00	88.5%
ADMINISTRATION OTHER	\$ 212.08	\$ 16,194.39	\$ 6,257.50	\$ 37,545.00	258.8%
BUSINESS DEVELOPMENT/MARKETING	\$ 10,753.25	\$ 12,385.74	\$ 18,104.17	\$ 108,625.00	68.4%
GRANTS - MARKET STUDY & FAÇADE/SIGN	\$ -	\$ -	\$ 8,000.00	\$ 48,000.00	0.0%
TOTAL ECONOMIC DEV EXPENDITURES	\$ 23,865.47	\$ 54,990.50	\$ 62,211.83	\$ 373,271.00	88.4%

BUILDING DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 11,001.86	\$ 23,126.84	\$ 41,845.83	\$ 251,075.00	55.3%
ADMINISTRATION OTHER	\$ 249.75	\$ 600.67	\$ 3,822.50	\$ 22,935.00	15.7%
INSPECTIONS	\$ 37,532.93	\$ 151,424.78	\$ 73,333.33	\$ 440,000.00	206.5%
TOTAL BUILDING DEPARMENT EXPENDITURES	\$ 48,784.54	\$ 175,152.29	\$ 119,001.67	\$ 714,010.00	147.2%

PLANNING DEPARTMENT**PERCENTAGE****YTD ACTUAL vs**

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 25,396.80	\$ 50,777.21	\$ 49,811.33	\$ 298,868.00	101.9%
ADMINISTRATION OTHER	\$ 348.03	\$ 1,916.66	\$ 3,972.50	\$ 23,835.00	48.2%
COMMISSION SUPPORT	\$ -	\$ 215.00	\$ 1,916.67	\$ 11,500.00	11.2%
DEVELOPMENT REVIEW	\$ 38,006.02	\$ 114,755.47	\$ 20,000.00	\$ 120,000.00	0.0%
COMPREHENSIVE PLANNING	\$ 4,835.21	\$ 14,708.57	\$ 32,000.00	\$ 192,000.00	46.0%
TOTAL PLANNING DEPARTMENT EXPENDITURES	\$ 68,586.06	\$ 182,372.91	\$ 107,700.50	\$ 646,203.00	169.3%

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

<u>EXPENDITURES</u>	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ -	\$ -	\$ 47,911.83	\$ 287,471.00	0.0%
ADMINISTRATION OTHER	\$ -	\$ -	\$ 2,065.00	\$ 12,390.00	0.0%
TOTAL ENGINEERING EXPENDITURES	\$ -	\$ -	\$ 49,976.83	\$ 299,861.00	0.0%

COMMUNITY OUTREACH

EXPENDITURES					<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>
SALARIES/TAXES/BENEFITS	\$ 6,621.93	\$ 14,003.50	\$ 15,940.33	\$ 95,642.00	87.8%
ADMINISTRATION OTHER	\$ 151.45	\$ 185.74	\$ 1,490.83	\$ 8,945.00	12.5%
COMMUNITY SUPPORT	\$ 909.00	\$ 1,435.62	\$ 5,250.00	\$ 31,500.00	27.3%
TOTAL COMMUNITY OUTREACH EXPENDITURES	\$ 7,682.38	\$ 15,624.86	\$ 22,681.17	\$ 136,087.00	68.9%

TOWN HALL-MOUNTAIN AVE

EXPENDITURES					<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>
INSURANCE AND TAXES	\$ -	\$ -	\$ 6,166.67	\$ 37,000.00	0.0%
BUILDING MAINTENANCE	\$ 1,379.31	\$ 2,278.28	\$ 1,516.67	\$ 9,100.00	150.2%
BUILDING REPAIRS	\$ -	\$ 190.00	\$ -	\$ -	0.0%
ELEVATOR MAINTENANCE	\$ -	\$ -	\$ 750.00	\$ 4,500.00	0.0%
HOA FEES	\$ 4,460.91	\$ 8,921.82	\$ 8,000.00	\$ 48,000.00	0.0%
ADMINISTRATION FEES	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL MOUNTAIN AVE EXPENDITURES	\$ 5,840.22	\$ 11,390.10	\$ 16,433.33	\$ 98,600.00	69.3%

					<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 G.F.C.I. EXPENDITURES	\$ 578,642.43	\$ 1,038,569.47	\$ 46,666.67	\$ 280,000.00	2225.5%
TOTAL CONTRIBUTION EXPENDITURES	\$ -	\$ 77,160.15	\$ 10,066.67	\$ 60,400.00	766.5%
TOTAL EXPENDITURES GENERAL FUND	\$ 1,108,576.16	\$ 2,547,037.33	\$ 1,917,243.84	\$ 11,503,463.00	
TOTAL REVENUE OVER EXPENDITURES	\$ (517,013.85)	\$ (1,253,692.61)	\$ 109,586.49	\$ 657,519.00	

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	\$ 288,842.36	\$ 777,066.74	\$ 510,208.33	\$ 3,061,250.00	152.3%
TOTAL SOURCE OF SUPPLY EXPENDITURES	\$ 59,894.14	\$ 173,987.70	\$ 1,009,131.67	\$ 6,054,790.00	17.2%
NET REVENUE OVER EXPENDITURES	\$ 228,948.22	\$ 603,079.04	\$ (498,923.34)	\$ (2,993,540.00)	

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	\$ 252,797.62	\$ 562,767.98	\$ 681,333.33	\$ 4,088,000.00	82.6%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 42,125.03	\$ 90,813.51	\$ 150,974.83	\$ 905,849.00	60.2%
ADMINISTRATION OTHER	\$ 11,859.71	\$ 117,657.16	\$ 87,408.33	\$ 524,450.00	134.6%
DISTRIBUTION	\$ 9,117.65	\$ 26,354.31	\$ 48,500.00	\$ 291,000.00	54.3%
TREATMENT	\$ 30,593.29	\$ 66,286.48	\$ 104,500.00	\$ 627,000.00	63.4%
PROFESSIONAL SERVICES	\$ 39,906.86	\$ 80,686.52	\$ 111,750.00	\$ 670,500.00	72.2%
UTILITY BILLING	\$ 2,026.13	\$ 3,207.32	\$ 2,200.00	\$ 13,200.00	145.8%
IMPROVEMENTS	\$ 8,511.00	\$ 20,251.00	\$ 191,883.33	\$ 1,151,300.00	10.6%
TRANSFER	\$ 18,375.00	\$ 36,750.00	\$ 109,980.67	\$ 659,884.00	33.4%
TOTAL WATER OPERATING EXPENDITURES	\$ 162,514.67	\$ 442,006.30	\$ 807,197.17	\$ 4,843,183.00	54.8%
NET REVENUE OVER EXPENDITURES	\$ 90,282.95	\$ 120,761.68	\$ (125,863.84)	\$ (755,183.00)	

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	\$ 231,157.28	\$ 545,122.04	\$ 392,817.33	\$ 2,356,904.00	138.8%
TOTAL WATER PLANT CAPITAL EXPENDITURES	\$ -	\$ -	\$ 123,333.33	\$ 740,000.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 231,157.28	\$ 545,122.04	\$ 269,484.00	\$ 1,616,904.00	
TOTAL WATER FUND REVENUE	\$ 772,797.26	\$ 1,884,956.76	\$ 1,584,358.99	\$ 9,506,154.00	119.0%
TOTAL WATER FUND EXPENDITURES	\$ 222,408.81	\$ 615,994.00	\$ 1,939,662.17	\$ 11,637,973.00	31.8%
NET REVENUE OVER EXPENDITURES	\$ 550,388.45	\$ 1,268,962.76	\$ (355,303.18)	\$ (2,131,819.00)	

WASTEWATER FUND**WASTEWATER OPERATIONS & MAINTENANCE**

					<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 WASTEWATER REVENUE	\$ 351,767.30	\$ 682,605.46	\$ 536,750.00	\$ 3,220,500.00	127.2%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 14,656.22	\$ 29,667.91	\$ 53,358.00	\$ 320,148.00	55.6%
ADMINISTRATION OTHER	\$ 9,412.33	\$ 113,290.15	\$ 31,633.33	\$ 189,800.00	358.1%
MAIN WASTEWATER TREATMENT PLANT	\$ 57,430.40	\$ 84,906.29	\$ 99,933.33	\$ 599,600.00	85.0%
REGIONAL I-25 TREATMENT PLAN	\$ 1,752.69	\$ 5,802.80	\$ 15,083.33	\$ 90,500.00	38.5%
COLLECTION SYSTEM	\$ 12,078.50	\$ 13,241.68	\$ 34,666.67	\$ 208,000.00	38.2%
PROFESSIONAL SERVICES	\$ 52,192.31	\$ 98,288.02	\$ 113,833.33	\$ 683,000.00	86.3%
UTILITY BILLING	\$ 2,026.13	\$ 3,207.32	\$ 2,200.00	\$ 13,200.00	145.8%
TRANSFER	\$ 8,750.00	\$ 17,500.00	\$ 17,500.00	\$ 105,000.00	100.0%
IMPROVEMENTS	\$ -	\$ -	\$ 475,000.00	\$ 2,850,000.00	0.0%
BOND	\$ -	\$ -	\$ 158,961.33	\$ 953,768.00	0.0%
TOTAL WASTEWATER EXPENDITURES	\$ 158,298.58	\$ 365,904.17	\$ 1,002,169.33	\$ 6,013,016.00	36.5%
NET REVENUE OVER EXPENDITURES	\$ 193,468.72	\$ 316,701.29	\$ (465,419.33)	\$ (2,792,516.00)	

WASTEWATER CAPITAL IMPROVEMENTS

					<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 WASTEWATER CAPITAL REVENUE	\$ 159,506.20	\$ 486,468.69	\$ 349,171.67	\$ 2,095,030.00	139.3%
TOTAL WASTEWATER CAPITAL EXPENDITURES	\$ 88,570.71	\$ 131,359.86	\$ 286,666.67	\$ 1,720,000.00	45.8%
NET REVENUE OVER EXPENDITURES	\$ 70,935.49	\$ 355,108.83	\$ 62,505.00	\$ 375,030.00	
TOTAL WASTEWATER FUND REVENUE	\$ 511,273.50	\$ 1,169,074.15	\$ 885,921.67	\$ 5,315,530.00	132.0%
TOTAL WASTEWATER FUND EXPENDITURES	\$ 246,869.29	\$ 497,264.03	\$ 1,288,836.00	\$ 7,733,016.00	38.6%
TOTAL REVENUE OVER EXPENDITURES	\$ 264,404.21	\$ 671,810.12	\$ (402,914.33)	\$ (2,417,486.00)	

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	\$ 66,235.39	\$ 132,403.83	\$ 91,666.67	\$ 550,000.00	144.4%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ -	\$ -	\$ -	\$ -	0.0%
ADMINISTRATION OTHER	\$ 875.00	\$ 1,750.00	\$ 135.00	\$ 810.00	1296.3%
STREET CLEANING	\$ 8,062.39	\$ 8,323.57	\$ 15,416.67	\$ 92,500.00	54.0%
PROFESSIONAL SERVICES	\$ 4,431.25	\$ 4,431.25	\$ 9,166.67	\$ 55,000.00	48.3%
IMPROVEMENTS	\$ 5,220.50	\$ 5,220.50	\$ 6,666.67	\$ 40,000.00	78.3%
TOTAL STORM WATER EXPENDITURES	\$ 18,589.14	\$ 19,725.32	\$ 31,385.00	\$ 188,310.00	62.8%

NET REVENUE OVER EXPENDITURES	\$ 47,646.25	\$ 112,678.51	\$ 60,281.67	\$ 361,690.00	
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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	\$ 54,142.68	\$ 145,070.90	\$ 88,000.00	\$ 528,000.00	164.9%
TOTAL STORM WATER CAPITAL EXPENDITURES	\$ 279.00	\$ 651.00	\$ 275,000.00	\$ 1,650,000.00	0.2%
NET REVENUE OVER EXPENDITURES	\$ 53,863.68	\$ 144,419.90	\$ (187,000.00)	\$ (1,122,000.00)	
TOTAL STORM WATER FUND REVENUE	\$ 120,378.07	\$ 277,474.73	\$ 179,666.67	\$ 1,078,000.00	154.4%
TOTAL STORM WATER FUND EXPENDITURES	\$ 18,868.14	\$ 20,376.32	\$ 306,385.00	\$ 1,838,310.00	6.7%

TOTAL REVENUE OVER EXPENDITURES	\$ 101,509.93	\$ 257,098.41	\$ (126,718.33)	\$ (760,310.00)	
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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	\$ 67,575.25	\$ 223,119.86	\$ 161,041.67	\$ 966,250.00	138.5%
TOTAL PARK DEVELOPMENT EXPENDITURES	\$ 1,017.25	\$ 5,297.50	\$ 30,000.00	\$ 180,000.00	17.7%
NET REVENUE OVER EXPENDITURES	\$ 66,558.00	\$ 217,822.36	\$ 131,041.67	\$ 786,250.00	

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	\$ 17,892.67	\$ 57,838.47	\$ 44,208.33	\$ 265,250.00	130.8%
TOTAL PARK DEDICATION EXPENDITURES	\$ -	\$ -	\$ 25,000.00	\$ 150,000.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 17,892.67	\$ 57,838.47	\$ 19,208.33	\$ 115,250.00	

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	\$ 25,312.07	\$ 70,232.56	\$ 50,916.67	\$ 305,500.00	137.9%
TOTAL PUBLIC FACILITIES EXPENDITURES	\$ 33,900.00	\$ 33,900.00	\$ 25,833.33	\$ 155,000.00	131.2%
NET REVENUE OVER EXPENDITURES	\$ (8,587.93)	\$ 36,332.56	\$ 25,083.34	\$ 150,500.00	

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	\$ 44,146.25	\$ 88,384.55	\$ 105,833.33	\$ 635,000.00	83.5%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 25,013.18	\$ 51,795.63	\$ 71,606.17	\$ 429,637.00	72.3%
ADMINISTRATION OTHER	\$ 544.22	\$ 2,246.25	\$ 2,218.33	\$ 13,310.00	101.3%
FLEET MAINTENANCE	\$ 1,147.31	\$ 2,988.67	\$ 7,000.00	\$ 42,000.00	42.7%
PARK MAINTENANCE & IMPROVEMENTS	\$ 891.97	\$ 891.97	\$ 4,500.00	\$ 27,000.00	19.8%
TREE MAINTENANCE	\$ 2,310.72	\$ 5,609.64	\$ 11,166.67	\$ 67,000.00	50.2%
EAB RESPONSE	\$ -	\$ -	\$ 7,500.00	\$ 45,000.00	0.0%
TOTAL CONSERVATION TRUST EXPENDITURES	\$ 29,907.40	\$ 63,532.16	\$ 103,991.17	\$ 623,947.00	61.1%
NET REVENUE OVER EXPENDITURES	\$ 14,238.85	\$ 24,852.39	\$ 1,842.16	\$ 11,053.00	

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	\$ 3,799.48	\$ 9,563.66	\$ 94,166.37	\$ 565,000.00	10.2%
TOTAL LARIMER COUNTY EXPENDITURES	\$ 4,352.87	\$ 85,819.02	\$ 78,843.33	\$ 473,060.00	108.8%
NET REVENUE OVER EXPENDITURES	\$ (553.39)	\$ (76,255.36)	\$ 15,323.04	\$ 91,940.00	

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	\$ 5,377.37	\$ 7,919.35	\$ 12,833.33	\$ 77,000.00	61.7%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 4,263.12	\$ 8,156.65	\$ 11,272.33	\$ 67,634.00	72.4%
FUNERALS	\$ -	\$ -	\$ 500.00	\$ 3,000.00	0.0%
MAINTENANCE	\$ 578.03	\$ 1,541.77	\$ 4,768.33	\$ 28,610.00	32.3%
IMPROVEMENTS	\$ 7,575.00	\$ 7,575.00	\$ 5,833.33	\$ 35,000.00	0.0%
TOTAL CEMETERY ENDOWMENT EXPENDITURES	\$ 12,416.15	\$ 17,273.42	\$ 22,374.00	\$ 134,244.00	77.2%
NET REVENUE OVER EXPENDITURES	\$ (7,038.78)	\$ (9,354.07)	\$ (9,540.67)	\$ (57,244.00)	

<u>BATS</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL BATS REVENUE	\$ 5,403.82	\$ 10,941.43	\$ 13,750.00	\$ 82,500.00	79.6%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 7,948.74	\$ 21,338.25	\$ 20,569.50	\$ 123,417.00	103.7%
ADMINISTRATION OTHER	\$ -	\$ 431.39	\$ 1,218.33	\$ 7,310.00	35.4%
DRIVING	\$ 606.75	\$ 994.04	\$ 5,100.00	\$ 30,600.00	19.5%
SERVICES	\$ -	\$ 75,000.00	\$ 20,000.00	\$ 120,000.00	375.0%
TOTAL BATS EXPENDITURES	\$ 8,555.49	\$ 97,763.68	\$ 46,887.83	\$ 281,327.00	208.5%
NET REVENUE OVER EXPENDITURES	\$ (3,151.67)	\$ (86,822.25)	\$ (33,137.83)	\$ (198,827.00)	
<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	\$ 70,340.84	\$ 209,788.62	\$ 148,875.00	\$ 893,250.00	140.9%
TOTAL ROAD IMPACT EXPENDITURES	\$ 9,129.19	\$ 13,205.09	\$ 758,716.33	\$ 4,552,298.00	1.7%
NET REVENUE OVER EXPENDITURES	\$ 61,211.65	\$ 196,583.53	\$ (609,841.33)	\$ (3,659,048.00)	
<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	\$ 54,180.28	\$ 58,968.96	\$ 91,666.67	\$ 550,000.00	64.3%
TOTAL RECREATIONAL MMJ EXPENDITURES	\$ -	\$ -	\$ 93,333.33	\$ 560,000.00	0.0%
NET REVENUE OVER EXPENDITURES	\$ 54,180.28	\$ 58,968.96	\$ (1,666.66)	\$ (10,000.00)	

<u>1998 1% SALES TAX</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2023 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL 1998 1% REVENUE	\$ 95,623.36	\$ 219,617.44	\$ 460,358.33	\$ 2,762,150.00	47.7%
TOTAL 1998 1% EXPENDITURES	\$ 385,624.67	\$ 714,760.95	\$ 467,500.00	\$ 2,805,000.00	152.9%
NET REVENUE OVER EXPENDITURES	\$ (290,001.31)	\$ (495,143.51)	\$ (7,141.67)	\$ (42,850.00)	
<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	\$ 160,047.06	\$ 358,902.16	\$ 259,883.33	\$ 1,559,300.00	138.1%
SALES TAX REVENUE/INTEREST	\$ 112,192.82	\$ 251,866.41	\$ 467,291.67	\$ 2,803,750.00	53.9%
TOTAL 2019 1% REVENUE	\$ 272,239.88	\$ 610,768.57	\$ 727,175.00	\$ 4,363,050.00	84.0%
RECREATION CENTER OPERATING EXPENSES	\$ 158,363.97	\$ 425,218.77	\$ 396,414.67	\$ 2,378,488.00	107.3%
PARK EXPENSES	\$ 4,965.00	\$ 6,426.45	\$ 18,900.00	\$ 113,400.00	34.0%
COP PAYMENT AND OTHER EXPENSES	\$ -	\$ -	\$ 190,000.00	\$ 1,140,000.00	0.0%
TOTAL 2019 1% EXPENDITURES	\$ 163,328.97	\$ 431,645.22	\$ 605,314.67	\$ 3,631,888.00	71.3%
NET REVENUE OVER EXPENDITURES	\$ 108,910.91	\$ 179,123.35	\$ 121,860.33	\$ 731,162.00	
TOTAL SPECIAL FUNDS REVENUE	\$ 661,891.27	\$ 1,567,143.47	\$ 1,910,824.70	\$ 11,464,950.00	
TOTAL SPECIAL FUNDS EXPENDITURES	\$ 648,231.99	\$ 1,463,197.04	\$ 2,257,793.99	\$ 13,546,764.00	
TOTAL REVENUE OVER EXPENDITURES	\$ 13,659.28	\$ 103,946.43	\$ (346,969.29)	\$ (2,081,814.00)	

TOTAL REVENUE	\$ 2,657,902.41	\$ 6,191,993.83	\$ 6,587,602.36	\$ 39,525,616.00	
TOTAL EXPENDITURES	\$ 2,244,954.39	\$ 5,143,868.72	\$ 7,709,921.00	\$ 46,259,526.00	

Berthoud Board Update

April 2024



STREETS DEPARTMENT

Submitted By Brandon Keegan, Streets Supervisor

During the month of March, the Streets Department was busy with a variety of tasks including snow plowing, grading gravel roads, and cleaning storm drains.

In addition, we installed flashing stop signs at Ivy Stockwell. This improves the visibility of the intersection for motorists due to the high number of school kids and parents crossing.



Downtown- Streets crew cleaning out parking stalls with the truck plow and skid steer Kage

Streets Department replaced signs in Hammond Farm that were blown off by the wind





Streets department sweeping Mountain Avenue.

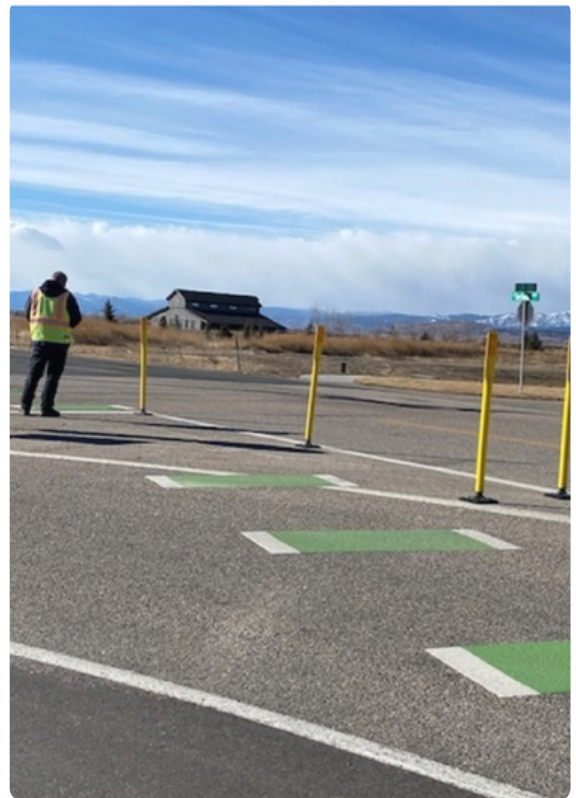


Setting the headstones back in place after a funeral at Greenlawn Cemetery



Streets crew grading county road 10E

Flashing stop signs installed at Ivy Stockwell



CR10E- Streets crew adding delineation to the intersection because the stop sign has been hit so many times



FORESTRY / OPEN SPACE

Submitted By Paul Furnas, Town Forester

The primary objectives for the Forestry and Open Space departments for the month of March were wrapping up cutbacks, small repairs and improvements at open spaces, updating and correcting the Berthoud tree inventory, pesticide training, and pruning street trees for clearance. Forestry and Open Space staff came together with help Parks staff finish cutbacks at ornamental beds around town. The Forestry Department kept limbing up low branches on public street trees and park trees. Two stumps were ground down to make room for new trees. The Forestry Department also finished pruning fruit trees at the Pioneer Community Garden. Open Space and Streets Departments came together to build a new materials bay at the Berthoud Bike Park for on-site storage of materials needed for trail repairs. New signs were added around the Bike Park to direct people to social media sites where closure information will be posted. Both departments also helped clear town trails after the few snow storms in March.



Sections of the docks at Hillsdale were repaired and replaced to reduce hazards for pedestrians.



With assistance from the Streets Department, Open Space staff ordered and placed concrete blocks to use as material bays for onsite storage of bike park materials.



All spring cutbacks were finished up this month ahead of schedule, so both departments are freed up when the busy season arrives.



RECREATION

Submitted By Amanda Gustafson, Director of Recreation | Cultural Services

Operations, Memberships & Marketing

This month, the operations team worked on the following areas: Hired staff for child watch openings, fixed heating issues in locker room and updated gym controller, began analyzing group fitness programs and their attendance.

Sports & Programs

In March the sports team was in full swing. Adult sports wrapped up with end of season tournaments in volleyball and basketball. The spring season kicked off at the end of March in adult women and coed volleyball, men's basketball, co-ed kickball, and co-ed adult soccer.

Youth volleyball, flag football, and soccer kicked off their seasons despite snow and poor field conditions in week one. Little's sports consisting of strikers (soccer) and Lombardi's (football) started their seasons as well.

We have over 600 participants across youth and adult sports programs as we kick off the spring seasons and are hoping for good weather as we wrap up the month of March and look forward to April.

Fitness & Active Adults

In December of 2023, Recreation purchased some new additions for the fitness floor. This month, all the pieces were delivered and installed. New equipment includes: A squat rack, ab crunch machine, and a glute drive piece.



Ab Crunch Machine



Glute Drive



Squat Rack



ACTIVE ADULTS (50+)

We sold out another trip to the Candlelight Dinner Theater for a showing of Crazy For You. The Candlelight shows have been such a hit, we have scheduled this out to be a quarterly event.

Another season of 50+ Pickleball league has wrapped up. This season we introduced the golden paddle. This is a fun little addition to place in the hallway with a picture of the champions next to the golden paddle and golden ball

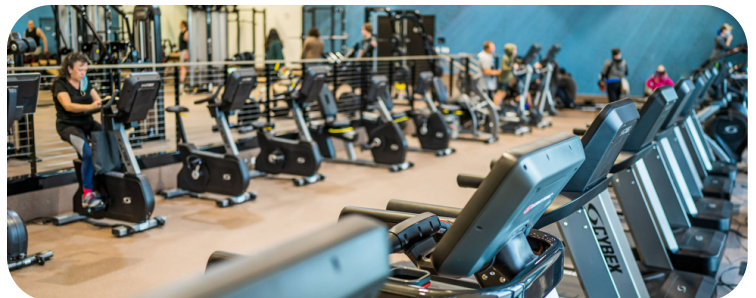


Aquatics

March in aquatics was hopping. 25 birthday parties paid to use the room and swim. We had three after hour rentals including Kids After Dark. Spring break brought a pool full of swimmers for the week of the 18th. In addition, the aquatics team lifeguarded an additional two no-school days and during spring break a class of 12 babysitters where certified to babysit. March also saw a heavy push to complete the aquatics SOP's. This was a big project that continues to be worked on.

Maintenance

The facilities team focused on updating the Connect 2 Concepts system so that they can better track equipment and when items have been serviced or broken. Also, the capital equipment document was updated into this system so that we can better track when equipment warranty expires and its operation life.



COMMUNITY DEVELOPMENT

Submitted By Anne Johnson, Planning Director

Building Division data for March 2024:



New Residential
28 in March, 2024



New Commercial
2 in March, 2024



Number of "Other"
30 in March, 2024



Total Valuation
\$ 12,118,045.55



Engineering

Construction Site Inspections: 55

Town Projects Inspected: 76

Response to Citizen Questions: 2

MS4 Inspections: 23

ROW Inspections: 8

Planning



Public Assistance

Walk-ins : 10

Emails : 1,265

Phone calls : 63

Site Visits : 4



Pre-Application meetings : 1

Public Hearings/Applications presented : 9

Codes/Comp Plan Action Items in-process: 4

Applications in Process: 16



PARKS / CEMETERY

Submitted By Sami Kouns, Parks Supervisor

Parks/Cemetery March Highlights

March was a big mix of working in winter conditions and spring conditions. The jobs we completed ranged from removing snow to putting down fertilizer with the forecasted spring rain. Projects that had been planned and were just awaiting materials were completed, like the picnic table/bench installs and hanging signs at the Green Lawn Cemetery. We were also able to fill some of the in-between time when it was raining too much to work outside or snowing with projects like building the charging bench/paint organizer and organizing the cemetery shop. This month was the perfect transition into the busy season, as we will be mowing and spraying weeds before we know it!



Bill Middlesworth took charge in creating a plan and then constructing a charging bench in one of the shop bays. This “bench” features a large shelf for electrical equipment that needs to be plugged in, and several different sections that house both paint and painters.



New picnic tables were placed at both Bein fields, the old skate park where it was secured to the concrete, and the Pioneer east pavilion received a replacement table. A new bench was installed at the Waggener Skate Park under the shade structure.



Cemetery – Hang New Signs

Signage for the Green Lawn Cemetery was finalized, ordered, and picked up. The flat markers section signs were then hung for the public to see and the map, general rules sign, and upright sections rules signs are scheduled to be hung in April. This month also featured two burials.



ADMINISTRATION

Submitted By Christian Samora / Town Clerk

2024 Regular Election

The 2024 Regular Election was conducted as a Mail Ballot Election in accordance with the resolution passed by the Town Board. 9,634 ballots were delivered to active registered voters in the Town of Berthoud. 2,071 ballots were returned by voters for processing and counting. All ballots received are examined by election judges to ensure that the signature on the envelope matches the signature on file in the statewide voter registration system. If a signature is missing or does not match, a letter is immediately sent to the registered elector to confirm whether they voted.

The Town must wait until after the 8th day following the election to certify the election results. Uniformed and overseas voters' ballots can be received by the Town up to the eighth day after the election, although it must be postmarked no later than the day of the election. Voters with missing or mismatched signatures have until the 8th day following the election to confirm whether they voted in the election. If a voter indicates that they did not vote or they do not respond to the letter by the 8th day after the election, their ballot is not counted in accordance with state law.

Final election results were certified on Thursday, April 11th, 2024. Following the count of votes by election judges, the clerk and an assistant review the returns and prepare the official election certificate and determination declaring those elected. This process is officially known as the Canvass of Votes and is an opportunity to review and scrutinize the results to ensure the certified results are completely accurate. The Canvass of Votes was completed by the Town Clerk and Municipal Judge. With extensive preparation by staff and a highly competent team of election judges, the conduct of the election was quite smooth and in accordance with state law.



WATER / WASTEWATER

Submitted By Marie Mitchell, Administrative Tech / Water

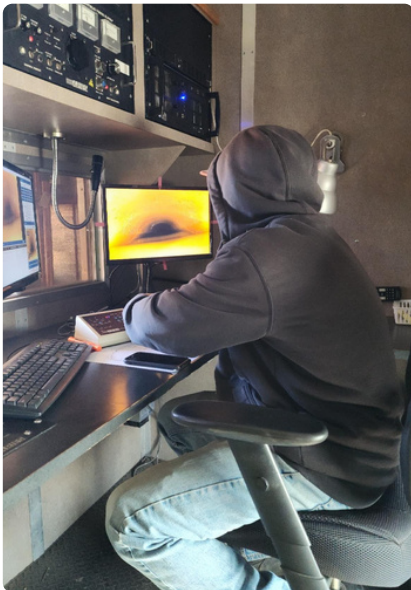


1st St Trunk Sewer Line - Making Progress

Work continues with the Trunk Sanitary Sewer Improvement project along the 4th Street alley between Massachusetts and Bunyan. Though the project slowed down in early March due to necessary repairs from an aging water distribution infrastructure, as the month progressed the contractor added a second crew. The project is estimated to be at 65% completion.

The Anthracite Project - Media for sediment filtration

Anthracite media is a select coal that is mined and processed for water treatment applications. Anthracite is the filter media for water clarification in drinking and industrial Use. Filters will routinely loose media during the backwash process, and this media was needed to bring the filter depth up to specs and to meet regulations. This project involves placing 10.5 tons of anthracite on top of filters at the Town's water treatment plant.



Site Unseen Resolved with CCTV

Sewage and other pipes are some of those unseen but vital wonders of our modern world. Their health and integrity determine the cleanliness, safety, and sanitary status of its infrastructure. If trouble lurks inside a pipe, it's easy to miss until things become critical. This is where CCTV sewer inspections come into the picture with Berthoud Water Utilities and Ramey Environmental Consulting. The process of CCTV pipe & sewer video inspections means feeding Closed Circuit Television Cameras (CCTV) with live video capacity through lines and pipes and real-time voice-over explanations to pinpoint exact locations of blockages, cracks, or ruptures with high precision. This takes guesswork out of the equation and provides a clear picture about the overall condition or problematic areas. Compared to traditional methods, which can involve breaking walls, digging holes, and cracking concrete or mortar, CCTV explorations are extremely non-invasive. This means the speed and accuracy of CCTV diagnosis translates into significant material and labor savings by avoiding invasive, time-consuming repairs or inspection work.



WORTH NOTING



A local resident raised concerns about two trees located in the future Westside Crossing development underway. A group of trees that used to be near the old farmhouse on site are home to two fairly large apple trees. The resident said she would go collect apples from these trees every year and that the apples were heirloom genetics. The Forestry Department knew if they truly were heirloom genetics the tree's genetics were worth saving. Forestry Department staff went to the two apple trees and collected scion wood that can eventually be grafted onto apple rootstocks, thus allowing the genetics of the apple trees to go on. Apple rootstock was ordered and set to be delivered later this spring. For the best chance of success, the apple tree scion wood will be grafted onto the ordered rootstocks, as well as local apple trees in an attempt to get a successful graft, which will allow for new cuttings to be taken in the years to come.

With advice from a member of the Tree Advisory Committee, the Boulder Apple Tree Project was contacted and informed of the potentially unique genetics of these trees. This project based out of Boulder seeks to record and maintain rare apple tree genetics to keep them from getting lost to time. If the trees are still around when they leaf out in spring, the Boulder Apple Tree Project will test the DNA of the leaves to see what variety the apples may truly be. If the grafting project is successful, the forestry department plans on sending a grafted tree to the homeowner that brought these trees to our attention, the Boulder Apple Tree Project, and if any are left over, a grafted tree might find a home in one of Berthoud's Parks.

Heirloom genetics are especially important in food producing crops as monocropping becomes an agricultural standard. Older 'heirloom' genetics might contain genetic codes for better disease/pest resistance, resistance to different environmental stressors, and unique flavors and appearances. In modern plant breeding, productivity, herbicide resistance, and other traits that make them more profitable in agriculture are desirable traits. The problem with monoculturing any plant is that when a new disease or pressure enters the ecosystem and wreaks havoc on the susceptible plants, it leads to widespread loss. Take Berthoud's ash canopy in Old Town as a perfect example of the implications of monocropping. These heirloom genetics are bred back into the new productive varieties and those resistances are hopefully expressed in the next generation of plants. One thing staff noticed about these trees was that 2023 being a particularly bad year for Fire Blight, a bacterial disease that can infect and kill apples, the signs of fireblight were not present on either of these trees that have been fending for themselves for decades.

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	Appointment of Mayor Pro-Tem
Type of Item:	Regular Item
Purpose:	Appoint a Trustee to serve as Mayor Pro-Tem
Presented by:	Town Board

ATTACHMENTS:

- None

BACKGROUND:

In accordance with CRS § 31-4-303, the board shall choose one of the Trustees to serve as Mayor Pro-Tem who, in the absence of the Mayor from any meeting of said Board or during the Mayor's absence from the town or his inability to act, shall perform the Mayor's duties.

Previously, the Board has chosen to nominate Trustees to serve as Mayor Pro-Tem. The board would then be polled to indicate their preference on a paper ballot. The votes provided by the Trustees would then be read aloud into the record. The process may be repeated to narrow down a choice for the Mayor Pro-Tem prior to a motion to appoint being made.

UPDATE/NEXT STEPS:

- No additional action is needed after an appointment is made.

FISCAL IMPACT AND FUND SOURCE:

There is not any fiscal impact associated with this item.

COMMUNITY TOUCHSTONES:

The Mayor Pro-Tem serves as the Board's chairperson in the Mayor's absence.

Community Identity, Resiliency and Sustainability.

RECOMMENDED ACTION(S):

A Board Member may "Move to appoint _____ to serve as Mayor Pro-Tem on the Berthoud Town Board of Trustees." Followed by a second and a roll call vote.

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	District Attorney's Office Public Safety Update
Type of Item:	Presentation
Purpose:	Informational Presentation
Presented by:	Gordon McLaughlin, District Attorney

BACKGROUND:

This item is an informational presentation. District Attorney, Gordon McLaughlin, will be present to provide updates from the District Attorney's Office and answer questions about public safety from the Board of Trustees and the community.

TOWN BOARD INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	Introduction of the adoption of the 2023 National Electrical Code (Chapter 11 of the Municipal Code)
Type of Item:	Regular Item
Purpose:	Introduce the 2023 National Electrical Code and establish May 14, 2024 as the public hearing
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

- Ordinance 1336
- Ordinance 1336 Attachment A
- Publisher's Affidavit

BACKGROUND:

The State Electrical Board adopted the 2023 National Electrical Code on August 1, 2023. Municipalities must adhere to the minimum standards of the version of the National Electrical Code adopted by the State of Colorado and provides communities time to adopt these standards.

UPDATE/NEXT STEPS:

The Town extended an invitation to more than 450 builders/electricians licensed with the Town to meet to review the new National Electrical Code on March 7, 2024. The intent of the meeting was to provide information and further develop a business relationship with local contractors. Approximately 12 electricians attended the meeting representing five electrical companies. The next meeting will be on May 14, 2024 and may include adoption of the 2023 National Electrical Code.

FISCAL IMPACT AND FUND SOURCE:

There is no financial impact to the Town in adopting the 2023 National Electrical Code.

COMMUNITY TOUCHSTONES:

Consideration of this request does not negatively impact community touchstones and in fact is supportive of the touchstones of resilience and sustainability for energy efficiency. y

RECOMMENDED ACTION(S):

Staff recommends the Town Board of Trustees to set May 14, 2024 as the public hearing where the adoption of the 2023 National Electrical Code will be considered.

**TOWN OF BERTHOUD ORDINANCE
NUMBER 1336
(SERIES 2024)**

**AN ORDINANCE ADOPTING THE NATIONAL ELECTRICAL CODE, 2023 EDITION BY
REFERENCE IN MUNICIPAL CODE CHAPTER 11**

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

WHEREAS, pursuant to Section 12-115-107(2)(a), C.R.S., municipalities must adhere to the minimum standards of the National Electrical Code adopted by the State Electrical Board; and

WHEREAS, the State Electrical Board adopted the 2023 National Electrical Code on August 1, 2023 and allows communities to adopt within one year following the State's adoption; and

WHEREAS, the Town published notification and the Town Board of Trustees held a public meeting was held on April 23, 2024 to introduce this ordinance; and

WHEREAS, the Town published notification and the Town Board of Trustees held a public meeting on May 14, 2024 on this ordinance; and

WHEREAS, the Municipal Code and amendments thereto have been submitted to the Board of Trustees in writing and the Board of Trustees has determined that such code and amendments thereto should be adopted as herein set forth;

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

Section 1. The attached National Electrical Code, 2023 shall be referenced in Chapter 11 as outlined in Attachment A, and adopted.

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

Section 3. Effective Date: The provisions of this Ordinance shall take effect thirty (30) days following the date of public hearing to adopt the Guidelines by reference.

[INTENTIONALLY LEFT BLANK]

INTRODUCED, READ, ADOPTED, AND APPROVED on this 14th day of May, 2024.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk

EXHIBIT A, ORDINANCE 1336

11.5 The National Electrical Code, 2023~~30~~ Edition ~~(or State Adopted Version)~~

The 2023 Edition of NFPA 70, National Electrical Code, ("NEC") published by the National Fire Protection Association, 1 Batterymarch Park, Quincy, Massachusetts, 02169-7471, is hereby adopted by reference as the Town of Berthoud with the additions, deletions, insertions and changes as follows:

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

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

Residential EV Charging Language:

Electric vehicle (EV) charging for new construction.

1. New Construction shall comply with the adopted Electrical Code and this Section. Purpose is to facilitate future installation of electric vehicle supply equipment (EVSE). When EVSE(s) is/are installed, it shall be as follows:
 - a. New one- and two-family dwellings and townhouses with attached private garages.
 - i. For each dwelling unit, install a listed raceway to accommodate a dedicated 208/240-volt branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or other enclosure in close proximity to the proposed location of an EV charger. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide capacity to install a 40-ampere minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device.
 - ii. Identification. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".
 - b. New multifamily dwellings.
 - i. Where 17 or more multifamily dwelling units are constructed on a building site, 3 percent of the total number of parking spaces provided for all types of parking facilities, but in no case less than one, shall be electric vehicle charging spaces (EV spaces) capable of supporting future EVSE. Calculations for the required number of EV spaces shall be rounded up to the nearest whole number. At least one Level 2 EVSE shall be provided. Note: Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging. There is no requirement for EV spaces to be constructed or available until EV chargers are installed for use.
 - c. Electric vehicle charging space (EV space) locations.

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

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

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

 - i. The minimum length of each EV space shall be 18 feet (5486 mm).
 - ii. The minimum width of each EV space shall be 9 feet (2743 mm).
 - iii. One in every 25 EV spaces, but not less than one, shall also have an 8-foot (2438 mm) wide minimum aisle. A 5-foot (1524 mm) wide minimum aisle shall be permitted provided the minimum width of the EV space is 12 feet (3658 mm).
 - iv. Surface slope for this EV space and the aisle shall not exceed 1 unit vertical in 48 units horizontal (2.083 percent slope) in any direction.
 - e. Single EV space required.
 - i. Install a listed raceway capable of accommodating a 208/240-volt dedicated branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or enclosure in close proximity to the proposed location of the EV spaces. Construction documents shall identify the raceway termination point. The service panel and/or subpanel shall provide capacity to install a 40-ampere minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device.
 - f. Multiple EV spaces required.
 - i. Construction documents shall indicate the raceway termination point and proposed location of future EV spaces and EV chargers. Construction documents shall also provide information on amperage of future EVSE, raceway method(s), wiring schematics and electrical load calculations to verify that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at the full rated amperage of the EVSE. Plan design shall be based upon a 40-ampere minimum branch circuit. Raceways and related components that are planned to be installed underground, enclosed, inaccessible or in concealed areas and spaces shall be installed at the time of original construction. At least one Level 2 EVSE shall be provided.
 - g. Identification

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

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

 - 1. Single charging space requirements.

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

2. Multiple charging space requirements.

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

- a. The type and location of the EVSE.
- b. The raceway(s) shall originate at a service panel or a subpanel(s) serving the area and shall terminate in close proximity to the proposed location of the charging equipment and into listed suitable cabinet(s), box(es), enclosure(s) or equivalent.
- c. Plan design shall be based upon 40-ampere minimum branch circuits.
- d. Electrical calculations shall substantiate the design of the electrical system, to include the rating of equipment and any on-site distribution transformers and have sufficient capacity to simultaneously charge all required EVs at its full rated amperage.
- e. The service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVSE.
- f. At least one Level 2 EVSE shall be provided.

2. EV charging space calculation.

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

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

- a. Where there is insufficient electrical supply.

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

TABLE 1

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

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

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

TOWN OF BERTHOUD, COLORADO

NOTICE OF PUBLIC HEARING
Adoption of the 2023 National Electrical Code by Reference

PUBLIC NOTICE IS HEREBY GIVEN of public hearings before the Town Board on Tuesday, April 23 and Tuesday, May 14th, 2024 both at 6:30 pm to consider adoption of the 2023 National Electrical Code by reference to Chapter 11.5 of the Berthoud Municipal Code. The public hearings will be held at Town Hall 807 Mountain Avenue Berthoud 80513. A copy of the 2023 National Electrical Code is available for review at the Town of Berthoud Building Division during business hours.

Given and Posted on this _____ day of _____, 2024.

Published: Loveland Reporter Herald March 23, 2024-2042089

Prairie Mountain Media, LLC

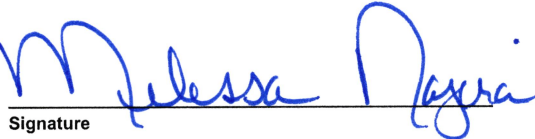
PUBLISHER'S AFFIDAVIT

County of Larimer
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

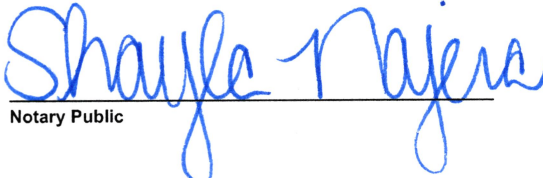
1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Loveland Reporter Herald*.
2. The *Loveland Reporter Herald* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Larimer County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Loveland Reporter Herald* in Larimer County on the following date(s):

Mar 23, 2024


Signature

Subscribed and sworn to me before me this

25th day of March, 2024.


Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1051549
Ad Number: 2042089
Fee: \$17.40

BOARD OF TRUSTEES INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	Public Hearing to consider a request for a Change of Zone for Heron Lakes Filing 17 located west of Berthoud Parkway and south of County Road 14
Type of Item:	Public Hearing
Purpose:	Request for approval of a Change of Zone to correct lot lines between Filing 17 and the Golf Course
Presented by:	Anne Johnson, Community Development Director Lauren Richardson, Town Planner

ATTACHMENTS:

- Staff Report
- Application materials
- Ordinance 1337 (2024)

BACKGROUND:

The applicant is requesting to adjust the zoning lines to reflect the final design of Filing 17. The acreage in question is 0.66 for area 1 and 0.66 for area 2. Application materials contain the mapping information, and an aerial can be found on page 2 of the Staff Report. The project is located west of North Berthoud Parkway and south of County Road 14. No new lots are being created. Planning Commission heard the request at their April 11, 2024, hearing. The outcome of the Planning Commission hearing is a recommendation of approval.

UPDATE/NEXT STEPS:

The Town Board of Trustees will hear the request at their April 23, 2024, public hearing. Following the rezoning, a Final Plat reflective of the zoning lines will be presented for consideration.

FISCAL IMPACT AND FUND SOURCE:

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

COMMUNITY TOUCHSTONES:

Consideration of this request does not negatively impact community touchstones.

RECOMMENDED ACTION(S):

Staff and referral agencies have reviewed the attached Change of Zone request and find there are no concerns. Planning Commission moved to send their recommendation of approval of the Change of Zone request to the Town Board of Trustees as the Criteria for Approval outlined in the Staff Report and the draft Resolution have been satisfied.



STAFF REPORT: HERON LAKES 17TH FILING REZONE

DATE: April 11, 2024

GENERAL INFORMATION

Applicant:	Heron Lakes Investments, LLC, Jim Birdsall agent	Size: Area 1 = 0.658 ac Area 2 = 0.659 ac
Site Location:	The property is located west of Berthoud Parkway and south of County Road 14.	
Applicant's Request:	The Applicant is requesting minor adjustments to the interface between the R2 and AG zoning to reflect the final design and locations of rear lot lines vs. the golf course tract.	
Current Zoning:	Area 1: R2 Area 2: AG	

ZONING DISTRICT INFORMATION

	<u>R2</u>	<u>AG</u>
Max Density	16 dwelling units	1 dwelling unit (unless on septic)
Max Building Height	40'	40'
Min. Lot Width	20'	150'
Front Yard Setback Front Loaded (w/garage)	20'*(see Sec. 30-3-104 Table 3.1)	25'
Front yard setback Rear Loaded	10'	25'
Rear Yard Setback w/ Front Loaded Garage	10'	25'
Rear Yard Setback w/ Rear Loaded Garage	5-8'	25'
Side Setback	5'	15'
Corner Setback	10'	15'
Min. Lot Area	2,000 sq ft	1 acre

SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS

	<u>Adjacent Zoning</u>	<u>Adjacent Land Uses</u>	<u>Setbacks for Adjacent Zoning/ Buffer required</u>
North	R2	Residential	-
South	R2	Residential	-
East	R2	Residential	-
West	AG	Golf Course	-

Proposal

The applicant proposes two minor adjustments to the interface between R2 and AG zoning to reflect the final design and locations of rear lot lines versus the golf course. Area 1 is proposed to be rezoned to AG (Agricultural Zone District) and Area 2 is proposed to be rezoned to R2 (Limited Multi-Family District).

Background

The areas below are part of the overall Heron Lakes Subdivision and were originally zoned through the Heron Lakes PUD First Filing approved in March of 2008. Since then, the design of the lots has shifted requiring certain areas to be rezoned.

Area 1 is owned by Three Lakes Development, Inc. and Area 2 is owned by Berthoud Heritage Metropolitan District. Three Lakes Development, Inc owns the property to the east, parcel 9403241005. The Berthoud Heritage Metropolitan District owns the golf course to the west.



Amendment to Official Zoning Map Review Criteria

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

30-3-110(D) Review Criteria	Finding	Rationale
1. To correct a manifest error in an ordinance establishing zoning for a specific property;	No	Staff is not aware of any error.
2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in particular area of in the Town generally; or	Yes	The development has experienced minor design changes in the rear lot lines adjacent to the golf course. The rezone is in order to make sure all residential lot lines are zoned R2 and all golf course land is zoned AG.

3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Town Comprehensive Plan; or	No	The property was not zoned in error, and Staff is not aware of any existing inconsistencies with the Comprehensive Plan.
4. The proposed zoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Town Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or	Yes	The proposed rezone is consistent with the policies and goals of the Comprehensive Plan. The proposed rezone map is slightly different than the current land use map, but the proposed map is basically swapping 0.659 acres from AG to R2 and 0.658 acres from R2 to AG. This switch is to ensure all residential lot lines are within the R2 zone district and all functioning golf course land is zoned AG.
5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development of redevelopment of the area; or	Yes	The zoning adjustment will ensure that lots and golf tracts are completely located within the proper taxing district.

PUBLIC NOTICE AND COMMENT

Notice of the Board of Trustees Public Hearing was mailed to property owners within 500 feet of the subject property at least five days before the public hearing. A legal ad was published on March 27, 2024, as required by the Development Code. In addition, notice of receipt of 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. Comments received are attached to this submittal.

FINDINGS AND RECOMMENDATIONS

- **Staff recommends Planning Commission make a motion to recommend approval of Heron Lakes Rezoning Map, Amendment 6 to the Board of Trustees.**

Proposed Motions:

For Approval:

I move to approve Heron Lakes Rezoning Map, Amendment 6 due to the findings stated in the Staff Report.

For Denial:

I move to deny approval of the Heron Lakes Rezoning Map, Amendment 6 because of the following reasons:

Attachments

1. Application form
2. Narrative
3. Rezone Map
4. Comments received

ORDINANCE NO. 1337 (2024)

**AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF BERTHOUD
TO REZONE A PORTION OF HERON LAKES 17TH FILING TO RESIDENTIAL R-2
AND AGRICULTURE DISTRICTS**

WHEREAS, the property under consideration is known as the Heron Lakes Subdivision, 17th Filing and was first zoned in March, 2008; and

WHEREAS, the applicant has finalized lot lines for the 17th Filing of Heron Lakes and determined the original zoning lines needed to be adjusted;

WHEREAS, the Planning Commission considered the request to rezone the property at their public hearing on April 11, 2024 and moved to forward their approval of the request to the Town Board of Trustees; and

WHEREAS, notice was properly posted in the manner required by law and a public hearing was conducted on April 11, 2024, before the Berthoud Planning Commission and a public hearing was conducted on April 23, 2024, before the Board of Trustees as required by law; and

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

Section 1. Map Revision: The official zoning map of the Town of Berthoud shall be amended hereinafter and which property is commonly known as the Heron Lakes 17th Filing development as described in Exhibit A, shall be rezoned.

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

Section 3. Publication: The Town Clerk shall certify to the passage of this Ordinance and cause its contents to be published and shall cause the appropriate change to be made to the official Berthoud Zoning District Map.

Section 4. Effective Date: The provisions of this Ordinance shall take effect thirty days after publication as required by law.

[INTENTIONALLY LEFT BLANK]

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL on this 23rd day of April 2024.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk

EXHIBIT A: LEGAL DESCRIPTION

TRACTS OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO. A PORTION OF HERON LAKES 17TH FILING.

EXHIBIT B: CHANGE OF ZONE MAP



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

DEVELOPMENT REVIEW APPLICATION

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

Parcel Number(s): 9403228002		
Site Address: East of Newfound Lake Road/ South of CR 14		
Project Name: Heron Lakes 17th Filing		
Brief description of project: Single-family residential development.		
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: Heron Lakes Investmentst, LLC		
E-mail: jon@hillsidecommercialgroup.com	Mailing Address: 355 N Fairgrounds Ave Suite 300	
Phone: (970) 204-9393	City/State/Zip: Windsor, CO 80550	
CONTACT PERSON (will receive correspondence from Town Staff/Referral Agencies)		
Name: Kristin Turner		
E-mail: kristin@tbgroup.us	Mailing Address: 444 Mountain Ave	
Phone: 970.532.5891	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: Kristin Turner		
E-mail: kristin@tbgroup.us	Mailing Address: 444 Mountain Ave	
Phone: 970.532.5891	City/State/Zip: Berthoud, CO 80513	

LAND USE INFORMATION							
Existing Use: AG Proposed Use: Residential Existing Zoning: R2 Proposed Zoning: (if applicable): N/A Number of acres: 128.53 Proposed Access: Heron Lakes Parkway	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d9e1f2;"> <th colspan="2" style="text-align: center; padding: 5px;">Adjacent zoning / land use:</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 5px;">East Side: County</td> <td style="width: 50%; padding: 5px;">North Side: R2</td> </tr> <tr> <td style="padding: 5px;">West Side: AG (Golf)</td> <td style="padding: 5px;">South Side: R2</td> </tr> </tbody> </table>	Adjacent zoning / land use:		East Side: County	North Side: R2	West Side: AG (Golf)	South Side: R2
Adjacent zoning / land use:							
East Side: County	North Side: R2						
West Side: AG (Golf)	South Side: R2						
UTILITY SERVICE INFORMATION							
Water: Town of Berthoud	Sewer: Town of Berthoud						
PROJECT INFORMATION							
Number of proposed units: 132 Number of phases: 1 Number of Units per phase: 132 Number of lots proposed: 132 Lot size minimum: 5,500 SF Lot size maximum: 17,000 SF Lot size average: 7700 SF Gross density (units/acre): 1.0 Net density (units/acre): 1.1 Area and percent open space: (excluding tract c) 17.37 AC/32.3%	Non-Residential Building Area (Sq. Ft.) Proposed: N/A Non-Residential Construction Floor Area Ratio Proposed: N/A Total Number of Parking Spaces: N/A <u>Acreage of Site:</u> a. Gross: 128.53 b. Right-of-Way: 10.35 c. Net (a-b) 118.18 <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #d9e1f2;"> <th colspan="2" style="text-align: center; padding: 5px;">Type of Housing Proposed (<i>please check</i>):</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 5px; vertical-align: top;"> ☐ Future Single Family ☐ Duplex ☐ Multi-family (# of units:) </td> <td style="width: 50%; padding: 5px; vertical-align: top;"> ☐ Townhouse ☐ Condominium </td> </tr> </tbody></table>	Type of Housing Proposed (<i>please check</i>):		☐ Future Single Family ☐ Duplex ☐ Multi-family (# of units:)	☐ Townhouse ☐ Condominium		
Type of Housing Proposed (<i>please check</i>):							
☐ Future Single Family ☐ Duplex ☐ Multi-family (# of units:)	☐ 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: 4/12/2023

Property Owner(s): _____ Date: _____

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

Applicant: _____ Date: _____

FOR OFFICE USE ONLY	Received By:	Date:
----------------------------	---------------------	--------------

Heron Lakes 17th Filing Rezone Narrative

April 17, 2023

Heron Lakes 17th Filing rezone is approximately 0.598 acres. The site is located west of Berthoud Parkway, and south of Mountain Avenue. The existing zoning is both R2 and AG and we are requesting minor adjustments to the interface between the R2 and AG zoning to reflect the final design and locations of rear lot lines vs. the golf course tract.

These changes include:

1. Area 1: R2 to AG zoning
2. Area 2: AG to R2 zoning

Written Statement Describing the Proposal and Addressing the Following Points:

I. Rationale for the proposed zoning:

The zone changes to these areas are intended as a zoning 'clean-up' to make minor adjustments from R2 to AG and vice versa based on the final interface of rear lot lines and the golf course tract.

II. Present and future impacts on the existing adjacent zone districts, uses, and physical character of the surrounding area:

Impacts on existing adjacent properties are anticipated to be minimal. The property currently has R2 and AG zoning. Only minor changes to the boundary between the two are being requested to ensure that the development is located within the R2 zone boundary. The Heron Lakes 17th Filing development is consistent with the comprehensive plan and will establish the pattern of a high-quality residential neighborhood.

III. Impact of the proposed zone on area accesses and traffic patterns:

Traffic impacts of the Heron Lakes 17th Filing rezone will be minimal. A traffic study was submitted with the preliminary plat package, which provides information on potential improvements required at the time of plat. Access to the site will be provided at multiple locations to help spread out the traffic impacts. The overall impact is negligible as this is only a request for minor adjustments to the existing zoning boundary versus rezoning of a large land area.

IV. Availability of utilities for any potential development:

Water service for Heron Lakes 17th Filing will be provided by the Town of Berthoud. The subdivision proposes to loop the water system between two connections: 1) at an existing 8" waterline stub from Heron Lakes 12th Filing at the end of existing Piper Glen Court, 2) and the

existing 12" water main at the southeast corner of the existing Heron Lakes Maintenance Facility. Waterlines internal to the subdivision are expected to be 8" diameter.

Sewer service for Heron Lakes 17th Filing will be provided by the Town on Berthoud. The subdivision proposes to connect at an existing manhole in the north end of Heron Lakes Parkway with a 6" force main. The lift station serving Heron Lakes 17th Filing will be in the southeast corner of the Heron Lakes Maintenance Facility site. The sanitary sewer main in Heron Lakes Parkway drains towards the existing Heron Lakes Lift Station near the intersection of Heron Lakes Parkway and Sleepy Creek Road. Majority of the sewer lines internal to the subdivision are expected to be 8" in diameter.

V: Present and future impacts on public facilities and services, including, but not limited to, fire, police, water, sanitation, roadways, parks, schools, and transit:

No additional impacts on public facilities and services are anticipated based on this minor adjustment to the existing zone boundary.

VI. The relationship between the proposal and the Town Comprehensive Plan:

The rezoning is consistent with the Town's Comprehensive Plan 2021 Land Use Goals.

VII. Public benefits arising from the proposal:

The public benefits achieved by the initial rezoning of this property are from the property taxes that the Town will collect. The development will have impacts on the Town, but will be offset by the increase in property taxes and additional residents' spending money and increasing the Town's sales tax base. The zoning adjustments will benefit the public by ensuring that the lots and golf tract are fully located within the proper taxing district.

HERON LAKES REZONING MAP, AMENDMENT 6

TRACTS OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

DESCRIPTION:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners and petitioners of that portion of the West Half of the Northwest Quarter of Section 3, Township 4 North, Range 69 West of the 6th Principal Meridian, County of Larimer, State of Colorado, more particularly described as follows:

HERON LAKES REZONING MAP, AMENDMENT 6:

Considering the North line of Tract B, Heron Lakes Tenth Filing as bearing South 89° 40' 29" West and with all bearings contained herein relative thereto:

AREA 1: R2 to AG

COMMENCING at the Northwest corner of Tract B, Heron Lakes Tenth Filing,
THENCE along the Westerly line of Tract B, South 00° 23' 44" West a distance of 58.00 feet to POINT OF BEGINNING 1;
THENCE departing said Westerly line, North 89° 40' 29" East a distance of 147.64 feet;
THENCE South 00° 13' 42" East a distance of 80.00 feet;
THENCE South 13° 52' 20" West a distance of 62.71 feet;
THENCE South 22° 36' 48" West a distance of 201.38 feet to the Westerly line of said Tract B, said point being Point A;
THENCE departing said Westerly line, North 03° 48' 54" East a distance of 104.84 feet;
THENCE North 32° 47' 53" West a distance of 116.89 feet;
THENCE North 00° 23' 44" East a distance of 123.08 feet to POINT OF BEGINNING 1, containing 28,681 square feet or 0.658 acres more or less.

AREA 2: AG to R2

BEGINNING at aforementioned Point A, said point being POINT OF BEGINNING 2;
THENCE along the Westerly line of Tract B South 03° 48' 54" West a distance of 830.27 feet to the North line of Tract C, Heron Lakes Twelfth Filing;
THENCE along said North line, North 77° 38' 32" West a distance of 37.83 feet to the Westerly line of said Tract C;
THENCE along said Westerly line, South 12° 21' 28" West a distance of 244.64 feet;
THENCE departing said Westerly line, North 35° 25' 54" West a distance of 13.54 feet;
THENCE North 12° 21' 28" East a distance of 250.00 feet;
THENCE North 77° 38' 32" West a distance of 8.35 feet;
THENCE North 12° 21' 28" East a distance of 254.43 feet;
THENCE North 00° 44' 19" West a distance of 414.65 feet;
THENCE North 22° 36' 48" East a distance of 150.72 feet to POINT OF BEGINNING 2, containing 28,726 square feet or 0.659 acres more or less;

OWNER: Heron Lakes Investments, LLC

BY: _____
Jon A. Turner, Manager

STATE OF COLORADO)
COUNTY OF LARIMER)

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

Jon A. Turner as Manager of Heron Lakes Investments, LLC.

Witness my hand and official seal

My commission expires: _____

Notary Public

APPROVAL CERTIFICATES:

This is to certify that the rezoning of the above described property was approved by Ordinance No. _____ of the Town of Berthoud, passed and adopted on the ____ day of _____, 2023, and that the Mayor of the Town of Berthoud as authorized by said ordinance on behalf of the Town of Berthoud hereby for all acknowledges and adopts the said rezoning upon which the certificate is endorsed for all purposes indicated herein.

Approved by the Board of Trustees of the Town of Berthoud, Colorado this ____ day of _____, 2023.

Mayor

The foregoing map is approved for filing and accepted by the Town of Berthoud, Colorado this ____ day of _____, 2023.

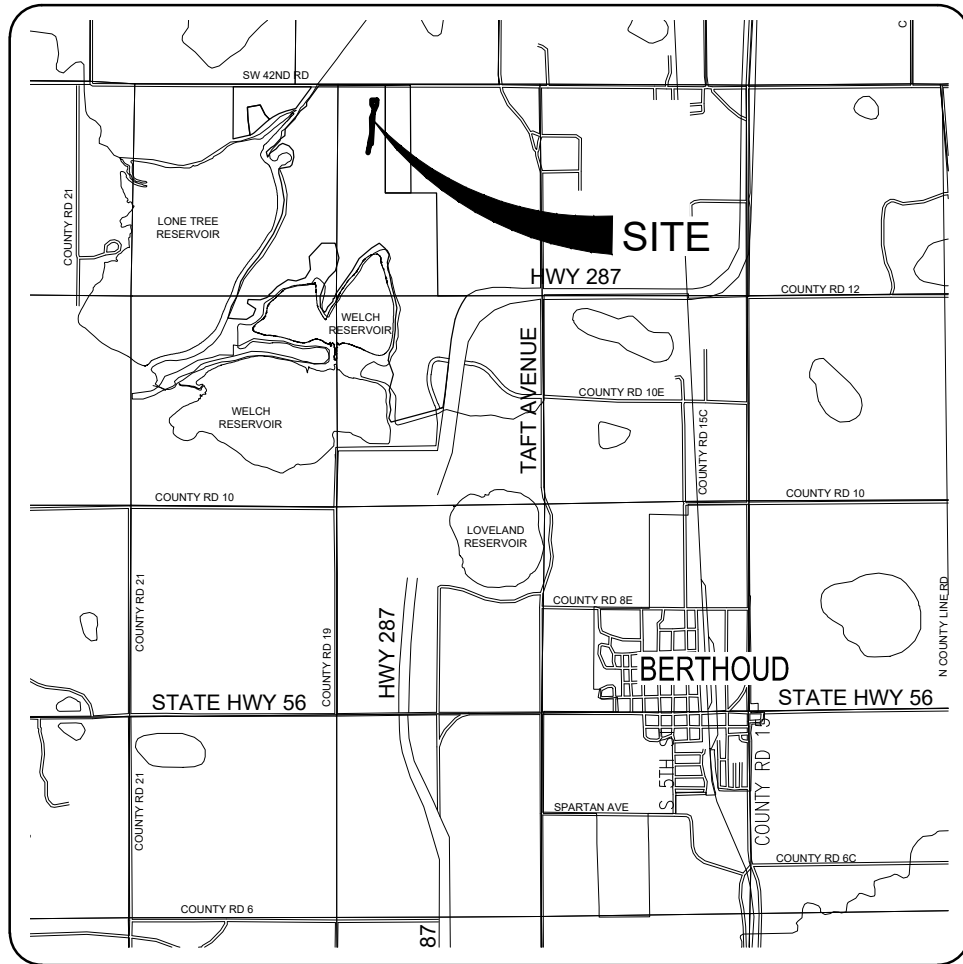
ATTEST: _____
Town Clerk

OWNER/DEVELOPER

Heron Lakes Investments, LLC
6355 N. Fairgrounds Ave., Suite 300
Windsor, CO 80550

SURVEYOR

Robert C. Tessely, PLS
Northern Engineering Services, Inc.
301 North Howes St. Suite 100
Fort Collins, CO 80521
(970) 221-4158



NORTH

VICINITY MAP

1"=5000'

APPROVAL CERTIFICATES:

Approved by the Planning Commission of the Town of Berthoud, Colorado this ____ day of _____, 2023.

Chairman

The foregoing map is approved for filing and accepted by the Town of Berthoud, Colorado this ____ day of _____, 2023.

ATTEST: _____
Community Development Director

LARIMER COUNTY CLERK & RECORDER CERTIFICATE:

This Rezoning Map was accepted for filing in the Office of the Larimer County Clerk & Recorder on this ____ day of _____, 2023, A.D. at ____ M. in Book _____, Page _____.

Reception No. _____

By: _____
Larimer County Clerk and Recorder

NOTES:

- 1) Basis of Bearings is the North line of Tract B, Heron Lakes Tenth Filing as bearing South 89° 40' 29" West and monumented as shown on drawing (assumed bearing).
- 2) The lineal unit of measurement for this plat is U.S. Survey Feet.
- 3) This survey does not constitute a title search by Northern Engineering to determine ownership or easements of record. The following documents were utilized in preparation of this Zoning Map: Heron Lakes Tenth Filing, Rec. No. 20190037439; and Heron Lakes Twelfth Filing, Rec. No. 2019008016.
- 4) Zoning information per Town of Berthoud Zoning Map dated October 2017.

SURVEYOR'S STATEMENT

I, Robert C. Tessely, a Registered Land Surveyor in the State of Colorado, do hereby certify that this Rezoning Map of HERON LAKES REZONING MAP - AMENDMENT 6, County of Larimer, State of Colorado was made under my direct supervision and the accompanying map accurately and properly shows said rezoning.

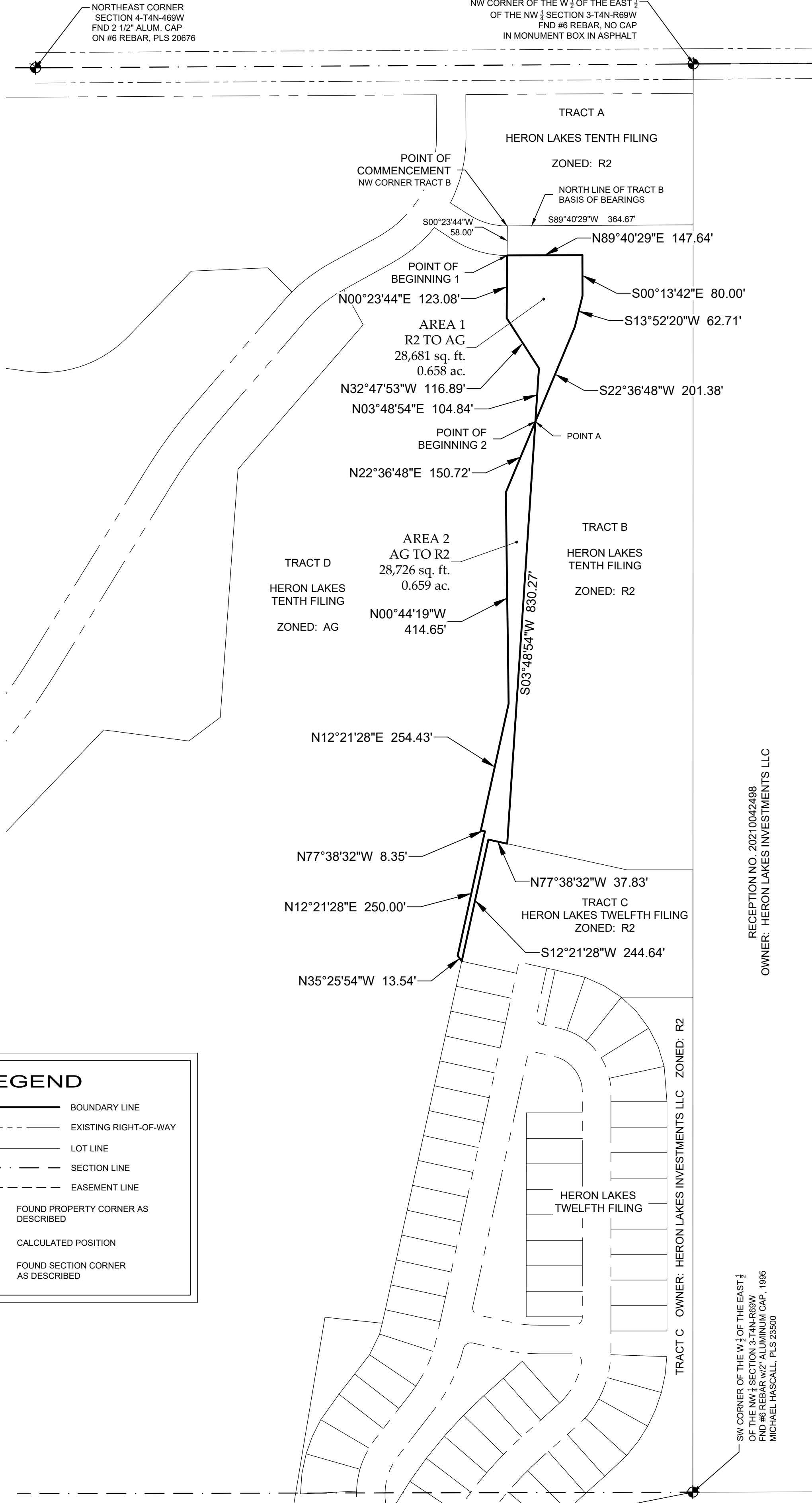
DRAFT
3-21-24
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION
Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470
For and on behalf of Northern Engineering Service, Inc.



NORTH

150 0 150 300 450

(U.S. SURVEY FEET)
1 inch = 150 ft.



RECEPTION NO. 20210042498
OWNER: HERON LAKES INVESTMENTS LLC

SW CORNER OF THE W 1/4 OF THE EAST 1/4
OF THE NW 1/4 SECTION 3-T4N-R69W
FND #6 REBAR w/2" ALUMINUM CAP - 1995
MICHAEL MASCALL, PLS 23580

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

SECTION: 3
TOWNSHIP: 4N
RANGE: 69 W of the 6th PM

NORTHERN ENGINEERING
NE
FORT COLLINS: 301 North Howes Street, Suite 100, 80521
GREELEY: 820 8th Street, 80633
970.221.4158
northernengineering.com

DATE: 3/21/24
SCALE: As shown
REVIEWED BY: R. Tessely
PROJECT: 103-007
CLIENT: Hillside Commercial Group
DRAWN BY: L. Smith

HERON LAKES REZONING MAP, AMENDMENT 6
TOWN OF BERTHOUD
LARIMER COUNTY, COLORADO
Sheet
1
Of 1 Sheet

From: [Will Charles](#)
To: ["Larry Clark"](#)
Subject: RE: Heron Lakes 17th Filing
Date: Wednesday, May 31, 2023 1:45:00 PM

Hi Larry,

For anything more dense than single family, the applicant would be required to submit a new Neighborhood Master Plan which requires hearings and Town Board of Trustees approval. While they could apply for higher density, it would not be a guarantee that they would be approved.

I'll make sure that your concerns regarding the intersection are brought up with the applicant, and included in the record for hearings.

WILL CHARLES, AICP | PRINCIPAL PLANNER
Baseline Engineering Corporation | Engineering, Planning, & Surveying
Phone: 281.352.2709 | www.baselinecorp.com | [Social Media](#)
Office: [112 N. Rubey Drive, #210, Golden, CO 80403](#)

Thank you for your ongoing support! We are now in the office, as well as home, continuing to provide the best services for our clients.

From: Larry Clark <lbclark21@icloud.com>
Sent: Tuesday, May 30, 2023 9:24 PM
To: Will Charles <will.charles@baselinecorp.com>
Subject: Re: Heron Lakes 17th Filing

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Will,

I appreciate your follow up. So, with the multi-family homes they would be approved but the developer doesn't plan on building us what I'm hearing.

I hope they take a very close look at the CR 14 intersection and what is necessary for safe entry and exit.

It is quite challenging now, as is.

With the significant increase in the number of homes and cars, I expect the potential for bad accidents there will likewise increase dramatically.

Kind Regards,
Larry

Via iPhone

On May 30, 2023, at 11:26, Will Charles <will.charles@baselinecorp.com> wrote:

Hi Larry,

The zone district would “allow” for higher density. However, the intent of the developer is only for the 132 single family homes. Any change to this would require them to update their neighborhood master plan and preliminary plat.

There is not a proposed secondary access onto CR14, since access points onto arterial roadways are meant to be kept to a minimum. Per LCUSS roadway standards though, there will be improvements to CR14 to improve the intersection with HLP.

WILL CHARLES, AICP | PRINCIPAL PLANNER

Baseline Engineering Corporation | Engineering, Planning, & Surveying

Phone: 281.352.2709 | www.baselinecorp.com | [Social Media](#)

Office: [112 N. Rubey Drive, #210, Golden, CO 80403](#)

Thank you for your ongoing support! We are now in the office, as well as home, continuing to provide the best services for our clients.

From: Larry Clark <lbclark21@icloud.com>

Sent: Saturday, May 27, 2023 8:18 PM

To: Will Charles <will.charles@baselinecorp.com>

Subject: Re: Heron Lakes 17th Filing

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Will,

According to the Notice, under Project Request, it states “rezoning from Ag to R2, (limited Multi-Family to clean up the edges of the new lots.” That is in addition to the 132 single-family lots. That is where I saw the reference to Multi-Family.

Still, I feel the bigger issue is the number of new houses, added to the existing ones and all accessing CR14 at HLP. Is there consideration to add another north access to the east of the maintenance facility?

Kind Regards,

Larry

On May 23, 2023, at 11:33 AM, Will Charles
<will.charles@baselinecorp.com> wrote:

Hi Larry,

Thanks for reaching out, and I will be sure to include your concerns in the public record and forward them on to the applicant. I would like to clarify from your email below though that the proposed development is only single-family homes, not multi-family/apartment buildings.

Let me know if you have any questions.

Thanks,

WILL CHARLES, AICP | PRINCIPAL PLANNER
Baseline Engineering Corporation | Engineering, Planning, & Surveying
Phone: 281.352.2709 | www.baselinecorp.com | [Social Media](#)
Office: [112 N. Rubey Drive, #210, Golden, CO 80403](#)

Thank you for your ongoing support! We are now in the office, as well as home, continuing to provide the best services for our clients.

From: Larry Clark <lbclark21@icloud.com>
Sent: Monday, May 22, 2023 1:09 PM
To: Town of Berthoud Planning Department <Planning@berthoud.org>
Cc: Larry <lbweeds@yahoo.com>
Subject: Heron Lakes 17th Filing

Hello,

In response to your Neighborhood Notice I am providing my comments about the Heron Lakes 17th Filing.

The problems I see with this proposal follow.

1) I don't think multi-family housing is appropriate nor fits well in this neighborhood.

Larger buildings and the concentration of families in these buildings is out of place in the designated area.

2) The majority of these homes will certainly access the

proposed development from the entrance to Heron Lakes Parkway on the north from CR14. That intersection is not designed or capable of properly handling the huge increase in traffic that will result in all these proposed homes. The intersection sits on top of a mostly blind hill and uphill traffic routinely approaches at 55-60mph. The massive increase in traffic entering and exiting Hacienda Drive will create major safety and traffic issues at the CR14 intersection.

3) Future limited access to Heron Lakes as a gated community is significantly delayed and degraded by the increase in the proposed number of homes.

4) The proposal fundamentally adds too many homes and will degrade the neighborhood.

Kind Regards,
LB Clark

From: leon@ezlink.com
To: [Town of Berthoud Planning Department](#)
Cc: [Leon](#)
Subject: Neighborhood notice - questions re. impact of proposal on bike trail and visa versa
Date: Wednesday, May 10, 2023 10:51:06 AM

Hello, thank you for notifying us of the development under review (Heron Lakes 17th Filing). Our question/concern pertains to the Northern Colorado bike trail and how it will enter the Heron Lakes development, as follows:

- Are you now, have you been, in contact with the City of Loveland Open Lands Division re. how the Northern Colorado bike trail will cross CR14 and access the Heron Lake development?

- If so, have decision been made in that regard and can you share those with us?

- Have the takeaways from those discussions been incorporated into the proposal for Heron Lakes 17th Filing. If so, how so?

Thanks in advance for your considered replies.

Kind regards,

Ed and Linda Leon

3817 Pioneer Ct.

From: [James, Dan W](#)
To: [Town of Berthoud Planning Department](#)
Subject: Heron Lakes 17th Filing
Date: Saturday, May 13, 2023 10:00:49 AM

Town of Berthoud:

I want to go on record as a homeowner at 3260 Heron lakes Parkway that my wife and I are 100% against this development as currently proposed. There are many reasons:

- We are drastically lacking in trails in Heron Lakes. The trails are totally inadequate and not what was represented to us when we purchased our Toll Brothers home.
- The proposal should incorporate some park space, We currently need to drive our of our development to find decent park space and trails.
- Besides the park space, there needs to be adequate open space, of which there is none in the proposed Development.
- Has the impact on our water supply been considered.
- The home density in Heron lakes has gotten out of control. Bigger lots should be considered.

Please incorporate the above in your planning process and require a new proposal for Heron Lakes 17th Filing.

Thank you for your consideration.

Daniel and Elizabeth James
3260 Heron Lakes Parkway
Berthoud, CO 80513

(970) 729 -2447

U.S. BANCORP made the following annotations

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

From: [Ann Baker](#)
To: [Town of Berthoud Planning Department](#)
Subject: Public comments for Heron Lakes 17th Filing
Date: Friday, May 19, 2023 8:58:29 AM

Thank you for the opportunity to comment on Heron Lakes 17th Filing.

As I have commented on in the past, County Road 14 was not built to serve as one of two major arterials leading to such a massive development. There is no left turn lane on County Road 14 onto Heron Lakes Parkway, and there are no sidewalks along County Road 14, a missed opportunity by the town to have trail interconnectivity and ensure pedestrian safety.

Before approving another section of the Heron Lakes development, please require the developer to widen County Road 14, add a left turn lane onto Heron Lakes Parkway, and build a sidewalk along County Road 14 to Heron Pointe on the east.

In addition, the developer has not maintained its property along County Road 14. Most of the trees surrounding the golf course maintenance building have died, and there are stacks of fencing and trash littered along the road. What can the town do to ensure the trees stay alive and trash has been picked up so it doesn't fall on the town to repair and maintain down the road?

Thank you,

Ann Baker

HERON LAKES REZONING MAP, AMENDMENT 6

TRACTS OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

DESCRIPTION:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners and petitioners of that portion of the West Half of the Northwest Quarter of Section 3, Township 4 North, Range 69 West of the 6th Principal Meridian, County of Larimer, State of Colorado, more particularly described as follows:

HERON LAKES REZONING MAP, AMENDMENT 6:

Considering the North line of Tract B, Heron Lakes Tenth Filing as bearing South 89° 40' 29" West and with all bearings contained herein relative thereto:

AREA 1: R2 to AG

COMMENCING at the Northwest corner of Tract B, Heron Lakes Tenth Filing,
THENCE along the Westerly line of Tract B, South 00° 23' 44" West a distance of 58.00 feet to POINT OF BEGINNING 1;
THENCE departing said Westerly line, North 89° 40' 29" East a distance of 147.64 feet;
THENCE South 00° 13' 42" East a distance of 80.00 feet;
THENCE South 13° 52' 20" West a distance of 62.71 feet;
THENCE South 22° 36' 48" West a distance of 201.38 feet to the Westerly line of said Tract B, said point being Point A;
THENCE departing said Westerly line, North 03° 48' 54" East a distance of 104.84 feet;
THENCE North 32° 47' 53" West a distance of 116.89 feet;
THENCE North 00° 23' 44" East a distance of 123.08 feet to POINT OF BEGINNING 1, containing 28,681 square feet or 0.658 acres more or less.

AREA 2: AG to R2

BEGINNING at aforementioned Point A, said point being POINT OF BEGINNING 2;
THENCE along the Westerly line of Tract B South 03° 48' 54" West a distance of 830.27 feet to the North line of Tract C, Heron Lakes Twelfth Filing;
THENCE along said North line, North 77° 38' 32" West a distance of 37.83 feet to the Westerly line of said Tract C;
THENCE along said Westerly line, South 12° 21' 28" West a distance of 244.64 feet;
THENCE departing said Westerly line, North 35° 25' 54" West a distance of 13.54 feet;
THENCE North 12° 21' 28" East a distance of 250.00 feet;
THENCE North 77° 38' 32" West a distance of 8.35 feet;
THENCE North 12° 21' 28" East a distance of 254.43 feet;
THENCE North 00° 44' 19" West a distance of 414.65 feet;
THENCE North 22° 36' 48" East a distance of 150.72 feet to POINT OF BEGINNING 2, containing 28,726 square feet or 0.659 acres more or less;

OWNER: Heron Lakes Investments, LLC

BY: _____
Jon A. Turner, Manager

STATE OF COLORADO)
COUNTY OF LARIMER)

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

Jon A. Turner as Manager of Heron Lakes Investments, LLC.

Witness my hand and official seal

My commission expires: _____

Notary Public

APPROVAL CERTIFICATES:

This is to certify that the rezoning of the above described property was approved by Ordinance No. _____ of the Town of Berthoud, passed and adopted on the ____ day of _____, 2023, and that the Mayor of the Town of Berthoud as authorized by said ordinance on behalf of the Town of Berthoud hereby for all acknowledges and adopts the said rezoning upon which the certificate is endorsed for all purposes indicated herein.

Approved by the Board of Trustees of the Town of Berthoud, Colorado this ____ day of _____, 2023.

Mayor

The foregoing map is approved for filing and accepted by the Town of Berthoud, Colorado this ____ day of _____, 2023.

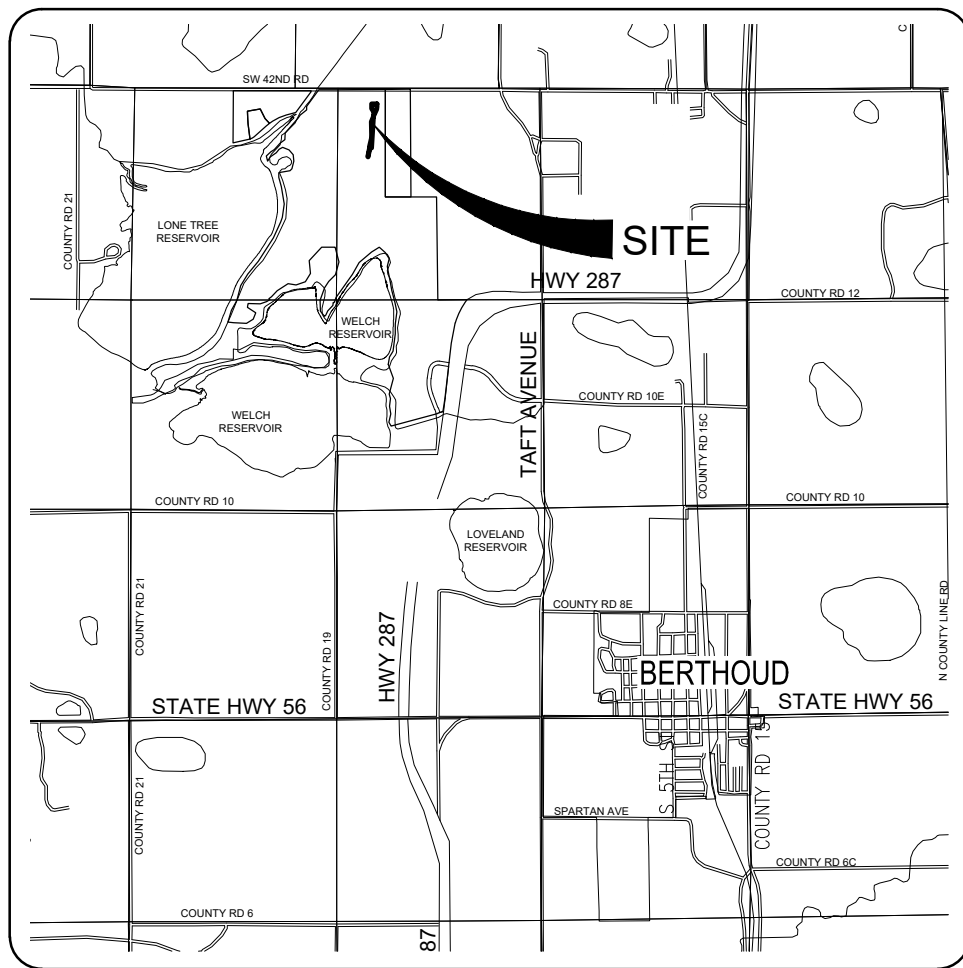
ATTEST: _____
Town Clerk

OWNER/DEVELOPER

Heron Lakes Investments, LLC
6355 N. Fairgrounds Ave., Suite 300
Windsor, CO 80550

SURVEYOR

Robert C. Tessely, PLS
Northern Engineering Services, Inc.
301 North Howes St. Suite 100
Fort Collins, CO 80521
(970) 221-4158



NORTH

VICINITY MAP

1"=5000'

APPROVAL CERTIFICATES:

Approved by the Planning Commission of the Town of Berthoud, Colorado this ____ day of _____, 2023.

Chairman

The foregoing map is approved for filing and accepted by the Town of Berthoud, Colorado this ____ day of _____, 2023.

ATTEST: _____
Community Development Director

LARIMER COUNTY CLERK & RECORDER CERTIFICATE:

This Rezoning Map was accepted for filing in the Office of the Larimer County Clerk & Recorder on this ____ day of _____, 2023, A.D. at ____ M. in Book _____, Page _____.

Reception No. _____

By: _____
Larimer County Clerk and Recorder

NOTES:

- 1) Basis of Bearings is the North line of Tract B, Heron Lakes Tenth Filing as bearing South 89° 40' 29" West and monumented as shown on drawing (assumed bearing).
- 2) The lineal unit of measurement for this plat is U.S. Survey Feet.
- 3) This survey does not constitute a title search by Northern Engineering to determine ownership or easements of record. The following documents were utilized in preparation of this Zoning Map: Heron Lakes Tenth Filing, Rec. No. 20190037439; and Heron Lakes Twelfth Filing, Rec. No. 2019008016.
- 4) Zoning information per Town of Berthoud Zoning Map dated October 2017.

SURVEYOR'S STATEMENT

I, Robert C. Tessely, a Registered Land Surveyor in the State of Colorado, do hereby certify that this Rezoning Map of HERON LAKES REZONING MAP - AMENDMENT 6, County of Larimer, State of Colorado was made under my direct supervision and the accompanying map accurately and properly shows said rezoning.

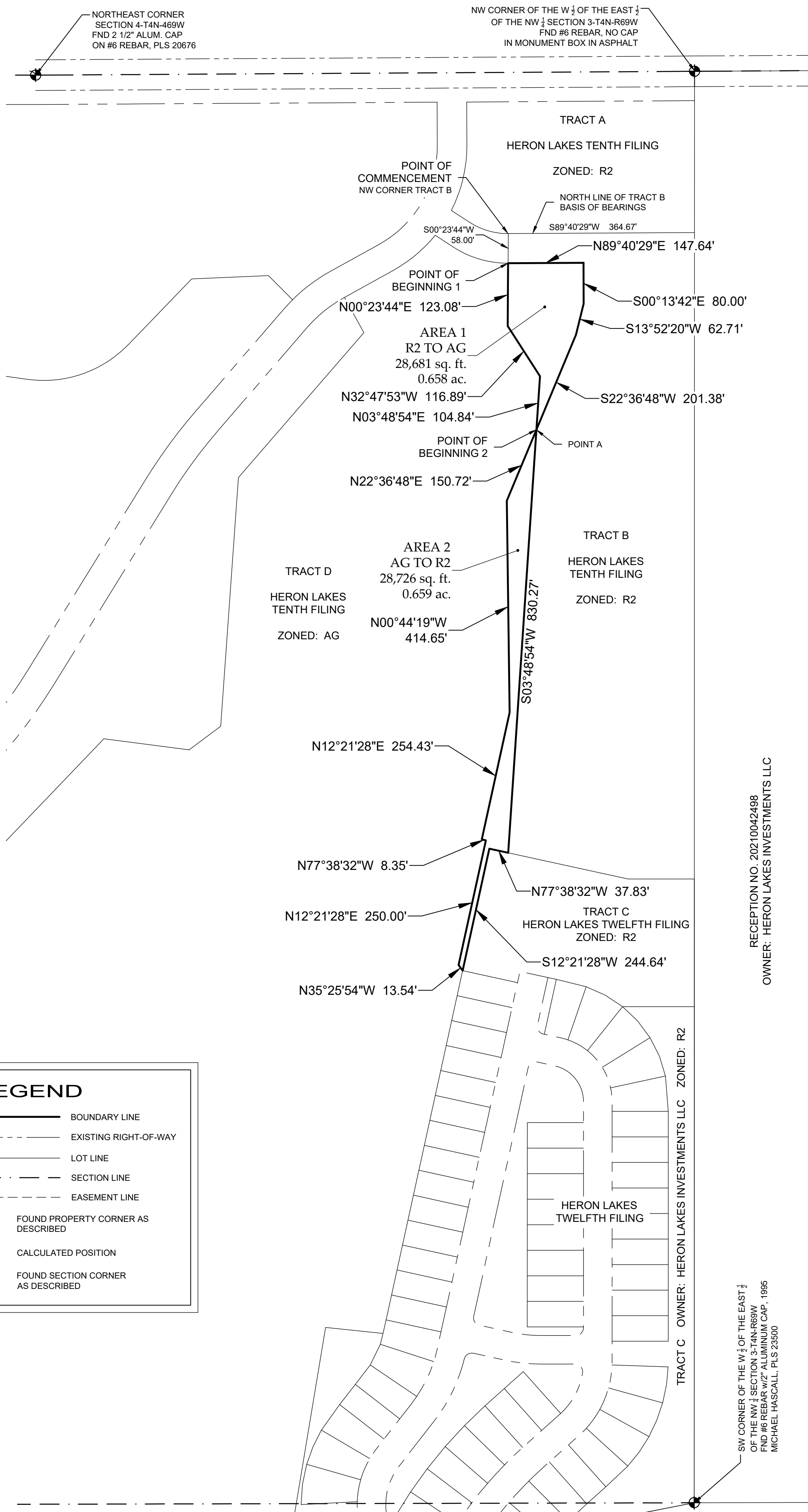
DRAFT
3-21-24
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION
Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470
For and on Behalf of Northern Engineering Service, Inc.



NORTH

150 0 150 300 450

(U.S. SURVEY FEET)
1 inch = 150 ft.



RECEPTION NO. 20210042498
OWNER: HERON LAKES INVESTMENTS LLC

SW CORNER OF THE W 1/4 OF THE EAST 1/4
OF THE NW 1/4 SECTION 3-T4N-R69W
FND #6 REBAR w/2" ALUMINUM CAP - 1995
MICHAEL MASCALL, PLS 23580

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

SECTION: 3
TOWNSHIP: 4N
RANGE: 69 W of the 6th PM

NORTHERN ENGINEERING
NE
FORT COLLINS: 301 North Howes Street, Suite 100, 80521
GREELEY: 820 8th Street, 80633
970.221.4158
northernengineering.com

DATE: 3/21/24
SCALE: As shown
REVIEWED BY: R. Tessely
PROJECT: 103-007
CLIENT: Hillside Commercial Group
DRAWN BY: L. Smith

HERON LAKES REZONING MAP, AMENDMENT 6
TOWN OF BERTHOUD
LARIMER COUNTY, COLORADO

Sheet
1
Of 1 Sheet

TOWN OF BERTHOUD

NOTICE OF A PUBLIC HEARING BEFORE THE TOWN OF BERTHOUD
PLANNING COMMISSION AND BOARD OF TRUSTEES TO CONSIDER A
REZONING REQUEST FOR THE HERON LAKES 17TH FILING.

NOTICE IS HEREBY GIVEN that the Town of Berthoud Planning Commission will conduct a Public Hearing on April 11, 2024 commencing at 6:00 p.m. or as soon thereafter as the matter may come on for hearing, and that the Town of Berthoud Board of Trustees will conduct a Public Hearing on April 23, 2024 commencing at 6:30 p.m. or soon thereafter as the matter may come on for hearing, at the Berthoud Town Hall, 807 Mountain Avenue, Berthoud, Colorado, for the purpose of considering a Rezoning.

The property is located west of Berthoud Parkway, and south of Mountain Avenue. The existing zoning is both R2 and AG. The applicant is requesting minor adjustments to the interface between R2 and AG zoning to reflect the final design and locations of rear lot lines and the adjacent golf course tract.

Copies of the proposed submittal documents can be provided by emailing lauren.richardson@baselinecorp.com. Any person may appear at such hearing and present evidence upon this matter.

Dated this day of March 20, 2024

By: Lauren Richardson, Associate Planner

Published: Loveland Reporter Herald March 23, 2024-2042075

Prairie Mountain Media, LLC

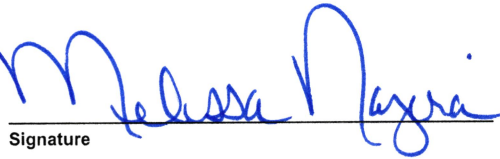
PUBLISHER'S AFFIDAVIT

County of Larimer
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

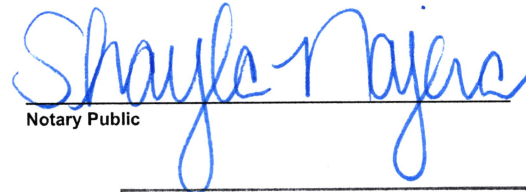
1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Loveland Reporter Herald*.
2. The *Loveland Reporter Herald* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Larimer County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Loveland Reporter Herald* in Larimer County on the following date(s):

Mar 23, 2024


Signature

Subscribed and sworn to me before me this

25th day of March, 2024.


Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1051549
Ad Number: 2042075
Fee: \$29.87

BOARD OF TRUSTEES INFORMATION



BUSINESS DEVELOPMENT DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	Hilltop Broadband Agreement
Type of Item:	Presentation
Purpose:	• Present the Agreement to the Town Board for Consideration and Approval
Presented by:	Walt Elish

ATTACHMENTS:

- Right-of-Way Use Agreement between the Town of Berthoud and Hilltop Broadband

BACKGROUND:

At the December 12, 2023 meeting, the Board agreed with staff and directed staff to negotiate an agreement with Hilltop Broadband and Core Fiber Partners to deploy fiber throughout Berthoud using the Town's rights-of-way.

Staff believes that the attached agreement addresses the points that were identified early in the RFP and then RFQ process that are important to the Board. The points being (1) Hilltop will work to provide service throughout Berthoud Town Limits. The company may exercise the option to opt out of building fiber network infrastructure in specific areas of Berthoud under the conditions identified in Section 3 of the Agreement; (2) Hilltop will provide pricing that is competitive with Loveland Pulse and NextLight (Section 7 of the Agreement; and (3) Hilltop will remit a 3% Use Fee to the Town for each customer from the connection service and subscriptions to internet and phone service (Section 4 of the Agreement.)

In addition to the above points, Hilltop will also agree to offer the additional amenities:

1. Hilltop will prioritize and optimize fiber broadband connectivity to all the Town's facilities.
2. Local Hiring and Job Advancement
3. Hilltop will provide assistance in "Smart City" efforts.

FISCAL IMPACT AND FUND SOURCE:

Since the Town would not financially contribute for this service, there is not a fiscal impact analysis.

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. Also, with the Town's involvement, efforts would be made to facilitate the availability of an affordable product for Berthoud's low-income residents.

RECOMMENDED ACTION(S):

Approve the Right of Way Use Agreement with Hilltop Broadband.

RIGHT-OF-WAY USE AGREEMENT

THIS RIGHT-OF-WAY USE AGREEMENT (the "Agreement") is made effective as of _____, 2024 (the "Effective Date"), between the Town of Berthoud, Colorado, a Colorado municipal corporation with an address of 807 Mountain Ave, Berthoud, Colorado 80513 (the "Town") and Hilltop Broadband, a Colorado Limited Liability Company with an address of 115 Turner Avenue, Berthoud, Colorado 80513 ("Grantee")(each a "Party" and collectively, the "Parties")

WHEREAS, Grantee is a provider of broadband internet and telephone services; and WHEREAS, the Town wishes to provide additional opportunities for internet and telephone service to citizens within the Town by allowing Grantee to use the Town's rights-of-way for Grantee's broadband infrastructure and equipment (the "Facilities") under the terms of this Agreement.

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

1. Grant. The Town hereby grants to Grantee a non-exclusive authorization to make reasonable and lawful use of the public rights-of-way within the Town to construct, install, operate, maintain, repair and replace facilities necessary to provide broadband internet and telephone services, subject to the terms and conditions set forth in this Agreement and in any prior utility or use agreements entered into by Grantee with regard to any individual property, to the extent not inconsistent with the terms and conditions of this Agreement. In the event of any conflict, the terms and conditions of this Agreement shall control.

2. Term. This Agreement shall take effect on the Effective Date and terminate 5 years thereafter; provided that either Party may terminate this Agreement earlier, with or without cause, upon 90 days prior written notice to the other Party. Prior to the date of termination, Grantee shall remove all Facilities from the rights-of-way, abandon such Facilities in place (with the Town's permission pursuant to Section 8 hereof) or convey such Facilities to the Town (with the Town's permission) pursuant to Section 8 hereof.

3. Berthoud Coverage. Grantee will work to provide service throughout Berthoud Town Limits. However, Grantee may exercise the option to opt out of building fiber network infrastructure in specific areas of Berthoud under the following conditions:

- a. Grantee must provide written notice to the Town specifying the area(s) for which it intends to opt out of building fiber network infrastructure.
- b. Grantee must demonstrate, through reasonable evidence and analysis, that competitive forces in the specified area(s) do not allow for a reasonable business case in building fiber network infrastructure.
- c. Grantee will attempt to gain a sufficient number of subscribers in said area through its normal marketing means. If Grantee reaches 20% of the available subscribers in an area as "pre-sign" status, Grantee will move to build said area.

4. Use Fee.

a. In exchange for the authorization granted herein, Grantee shall collect from all customers within the Town an amount equal to 3% of gross receipts from the provision of internet and phone service within the Town (the "Use Fee") and shall remit the Use Fee to the Town on a monthly basis in the month following collection thereof. For purposes of this Agreement, "gross receipts" means revenues received from the connection service and subscriptions to internet and phone service, after adjustment for the net write-off of uncollectible accounts and corrections of bills.

b. Within 10 days of the Effective Date, the Town shall provide Grantee with a map of its corporate limits (the "Map"), with sufficient detail to assist Grantee in determining whether its customers reside within the Town's corporate limits. The Map shall serve as the basis for determining Grantee's obligation to collect and pay the Use Fee. If the Town's corporate limits are changed by annexation or otherwise, it is the Town's sole responsibility to update the Map and provide the updated Map to Grantee.

c. The Town shall have access to and the right to examine, during normal business hours, Grantees books, receipts, files, records and documents as is necessary to verify the accuracy of the Use Fee paid. If an error is discovered, it shall be corrected within 30 days of discovery. The Town agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Town aware of such confidentiality. If the Town believes it must release any such confidential books, records, or maps in the course of enforcing this Agreement, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests.

5. Police Power Reserved. The Town hereby reserves the right to adopt, from time to time, in addition to the provisions herein contained, any ordinance or other legislative or administrative action as may be deemed necessary in the exercise of its police power. Grantee agrees to comply with the terms of any local ordinance necessary for the safety, health, and welfare of the public which is adopted pursuant to the Town's general police power.

6. Construction and Maintenance.

a. Grantee shall submit drawings and project specifications 48 hours before commencing any construction work, including the opening or disturbance of any streets. All construction activities and excavations shall be done in such a manner as to cause only such inconvenience to the inhabitants of the Town and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good condition as existed immediately prior to excavation, subject to the review and discretion of the Town.

b. Grantee shall maintain its Facilities and equipment in the rights-of-way in good condition.

c. Upon completion of construction work, Grantee shall provide the Town with as- built drawings of all simple conduit paths and vault locations. Grantee shall mark these drawings as "confidential" and the Town shall maintain the confidentiality of such drawings to the extent permitted by law, provided that Grantee shall pay all costs associated with any withholding of said drawings in the event of a legal challenge of such withholding.

d. Grantee shall at all times comply with all applicable law, including without limitation

all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

7. Cost for Residential and Commercial Internet Service. During the term of the Agreement, Grantee shall limit the total cost of residential and commercial service for internet customers to an amount equal to, or less than, the average cost for the same service provided by Loveland Pulse and Longmont NextLight as of the date of this agreement, plus 10%. Such average cost as of the date of this Agreement is memorialized in Exhibit A, attached hereto and incorporated herein by this reference. Should the cost for service as outlined be insufficient to maintain profitability, Grantee may request that the Town Board approve higher costs for service. Costs for services shall be reviewed annually upon the anniversary of the Effective Date to ensure compliance with this section. The Town shall provide notice to Grantee in writing if it believes that the provisions of this section are not being met and will give Grantee 30 days to correct this error before taking any other action allowed in this agreement.

8. Relocation of Grantee's Facilities.

a. The Town will give Grantee reasonable notice of plans for street improvements that affect Grantee's Facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Town will start the work. The notice shall be given to Grantee as soon as practical in advance of the actual commencement of the work, considering seasonal working conditions, to permit Grantee to make any additions, alterations, or repairs to its Facilities.

b. If the Town elects to change the grade of or otherwise alter any right-of-way for a public purpose, as determined at the sole discretion of the Town, Grantee, upon reasonable notice from the Town, shall remove and relocate its Facilities or equipment situated in the right-of-way, at the sole cost and expense of Grantee.

9. Abandonment and Removal of Facilities.

a. *Notification.* If Grantee intends to discontinue use of any Facilities in a public right-of-way, Grantee shall notify the Town in writing, describing the Facilities, the date of discontinuance (which shall not be less than 30 days from the date of the notice), and the method of removal and restoration. After 30 days, Grantee shall remove and dispose of such Facilities as set forth in the notice, as modified by the Town, and shall complete such removal and disposal within 180 days, unless additional time is approved by the Town.

b. *Abandonment.* At the discretion of the Town, and upon written notice from the Public Works Director, Grantee may abandon any Facilities in place, provided that Grantee shall remain responsible for such Facilities.

c. *Conveyance to the Town.* At the Town's direction, which shall be provided within 30 days of the notice of abandonment, Grantee shall convey the abandoned Facilities to the Town. The consideration for such conveyance shall be the Town's permission to allowing Grantee to abandon the Facilities in place.

10. Additional Amenities Offered

- a. Hilltop will prioritize and optimize fiber broadband connectivity to all of the Town's facilities. Hilltop will provide "Free Wi-Fi Zones" as follows: (i) Town-designated public spaces and community centers within Berthoud where there will be free Wi-Fi provided, including but not limited to, Berthoud Recreational Center, Fickel Park, and Berthoud Town Park; and (ii) Town-designated public events where there will be free Wi-Fi provided, including but not limited to, Berthoud Recreational Center outdoor events, "Berthoud Days", "Oktoberfest", and other community events.
- b. Local Hiring and Job Advancement - Grantee will prioritize local hiring for construction in the Town and operational support staff.
- c. Smart City – Grantee will provide assistance in "Smart City" efforts. This support should include items such as making available connections to the fiber system for cameras, traffic control devices or other monitoring or control devices that the Town chooses to implement.

11. Insurance.

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

- i. Workers' Compensation insurance as required by law.
- ii. Commercial General Liability insurance with minimum combined single limits of

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

b. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be cancelled, terminated or materially changed without at least 30 days' prior written notice to the Town. In the case of any claims-made policy, the

necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Grantee. Grantee shall be solely responsible for any deductible losses under any policy.

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

12. Indemnification. Grantee agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Grantee, any subcontractor of Grantee, or any officer, employee, representative, or agent of Grantee, or which arise out of a worker's compensation claim of any employee of Grantee or of any employee of any subcontractor of Grantee. Notwithstanding the foregoing, Grantee shall not indemnify or hold harmless the Town or its officers, insurers, volunteers, representative, agents, employees, heirs or assigns on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, property loss or damage, or any other loss of any kind whatsoever, which arise out of the negligence or willful misconduct of the Town or its officers, insurers, volunteers, representative, agents, employees, heirs or assigns.

13. Miscellaneous.

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

b. *Integration.* This Agreement and any attached exhibits constitute the entire agreement between the Parties, superseding all prior oral or written communications.

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

d. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the address included on Page 1 of this Agreement.

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

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

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

h. *Governmental Immunity.* The Town and its officers, attorneys and employees are

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

i. *Rights and Remedies.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective
Date.

TOWN OF BERTHOUD, COLORADO

BY: Chris Kirk, Town Administrator

HILLTOP- BROADBAND

BY: Eric Ryplewski, President

EXHIBIT A
Average Cost

100 Mbps Service Average Cost as of Effective Date	\$46.70
1 Gig Service Average Cost as of Effective Date	\$79.70
10 Gig Service Average Cost as of Effective Date	\$247.45

And calculated as follows:

	<u>NextLight</u>	<u>LP</u>
100 Mbps	\$39.95	\$44.95
1 Gig	\$69.95	\$74.95
10 Gigs	\$249.95	\$199.95

100 Mbps	$(\$39.95 + \$44.95)/2 = \$42.45 + 10\% = \46.695
1 Gig	$(\$69.95 + \$74.95)/2 = \$72.45 + 10\% = \79.695
10 Gig	$(\$249.95 + \$199.95)/2 = \$224.95 + 10\% = \247.445

Additional services are to be calculated as follows:

Loveland Pulse

350 Mbps Service $\$64.95 + 10\% = \71.45

3 Gig Service $\$149.95 + 10\% = \164.95

NextLight

2.5 Gig Service $(\$149.95 + 10\% = \164.95

BOARD OF TRUSTEES INFORMATION

BUSINESS DEVELOPMENT DEPARTMENT



Meeting Date:	April 23, 2024
Agenda Title/Subject:	Downtown Development Authority (DDA)
Type of Item:	Consent Agenda
Purpose:	• Update the Board on the DDA meeting activity and progress to date.
Presented by:	Walt Elish

ATTACHMENTS:

- DDA Fact Sheet
- DDA Property and Sales Tax Summary Report
- DDA Proposed district Boundary Map
- Meeting Notice Flyers
- DRAFT Plan of Development

BACKGROUND:

Since the introduction of the Downtown Development Authority (DDA) concept to the Board, staff has contracted with Ayres Associates to assist us in preparing and presenting the idea of creating a DDA to Berthoud businesses and property owners. Throughout the introductory process, the businesses were generally supportive of the DDA idea/concept. With the development that is expected to occur along the Mountain Avenue corridor, many of the business owners believe that now is the opportune time to create the DDA and use the tax increment to financially support the enhancement of our downtown.

After formulating the plan and the presentation materials, the Town has hosted multiple meetings and assisted in the formation of the DDA Working Group. In addition, the staff has had discussions with attorney, Joshua Liley, who specializes in the formation and operation of DDAs and has worked with the Fort Collins, Windsor and Loveland DDAs. Town Clerk, Christian Samora, has taken upon himself to research the procedure of conducting a DDA election. Finally, staff continue to attend the meetings of the DDA Working Group and provide resources. Throughout this process staff has provided useful information to the group and anyone interested in learning more about the DDA. Included with this memo is information that has been created and/or provided to the DDA initiative.

At this Board meeting, members of the DDA Working Group will provide the Board with an update of their activity and the plan to go forward.

FISCAL IMPACT AND FUND SOURCE:

There is not a fiscal impact at this time beyond the current consultant expense to evaluate the feasibility of the plan. Should the DDA move forward and ultimately placed on the ballot and then supported by those in the district, it is anticipated that the Town may need to provide the initial funding to support the newly created DDA.

COMMUNITY TOUCHSTONES:

The community touchstone that this item addresses is our community identity. Berthoud is known and recognized for our quaint and historic downtown and this item directly and indirectly address this Board priority.

RECOMMENDED ACTION(S):

None.

DDA

(Downtown Development Authority)

FAQs

What is a Downtown Development Authority?

Downtown Development Authorities (DDAs) are quasi-governmental entities that provide organizational focus and financing to support downtown economic development and improvements. DDAs help facilitate partnerships between businesses, property owners, and local governments to champion the beautification, development, and improvements of a city's central business area for the benefit of the city. DDAs have been successfully established and used in many Colorado cities, including Fort Collins, Loveland, Longmont, and Golden.

Why now?

As Berthoud stands on the cusp of a growth spurt, the formation of a DDA would ensure that our quaint downtown area benefits from the revenue generated by the growth and evolves in a manner that allows for the accommodation of new customers and remains the vibrant heart of our Town.

How is a DDA funded?

Large projects and public improvements (such as streetscaping and shared parking facilities) are funded through Tax Increment Financing (TIF). TIF funding is a mechanism for the DDA to utilize growth in property and sales tax revenue generated within the DDA. Those funds can then be used to support beautification, development, and redevelopment projects within the DDA. **TIF funding is not a new tax; it merely allocates a portion of future property and sales tax revenue generated within the DDA for use by the DDA.** The DDA can also be funded by a small property tax (1 to 5 mills) to support DDA **operations and services**, including project planning, safety and maintenance services, and public projects.

How are DDAs formed?

DDAs are formed by the Town council adopting an ordinance seeking the organization of the DDA via an election of the qualified electors within the boundaries of the proposed DDA.

As part of the decision to seek organization of the Berthoud DDA, the Town, along with the steering committee, will develop a plan to provide a road map for potential future improvements and investment in Downtown Berthoud. The plan sets goals and strategies in five main areas:

1. Improved parking availability
2. Well-connected amenities
3. Beautiful and welcoming environment
4. Clean and safe spaces
5. Business-friendly, vibrant downtown experience

The plan will be further refined and adopted if the DDA is approved. The TIF funds would be collected for the DDA for up to 30 years and no more than 70 years.

How is a DDA governed?

Once a DDA is formed, it is governed by a 5 to 11-member board of directors appointed by the Town council. Each appointed member of the board, except any member from the governing body, shall reside, be a business lessee, or own real property in the downtown development district within the municipality in which the authority is located.

Who can vote in the DDA election?

The organization of a DDA involves a group of electors different than most other elections. The electors qualified to vote in a DDA election are the residents, landowners, and lessees within the boundaries of the proposed DDA. Residents are persons who are United States citizens and residents of the State of Colorado who reside within the boundaries of the proposed DDA. Landowners and lessees who are persons can also vote, and entities (for example, a LLC or corporation) that are landowners or lessees may vote by designating a person to vote on their behalf. The DDA election follows the “one person/one vote” rule, where even though a person or entity may be qualified to vote in more than one way, a person may only vote once. For example, if an entity owns multiple properties within the DDA, that entity may only cast one vote through a designated person, and any person designated to vote on behalf of an entity may not cast an additional ballot.

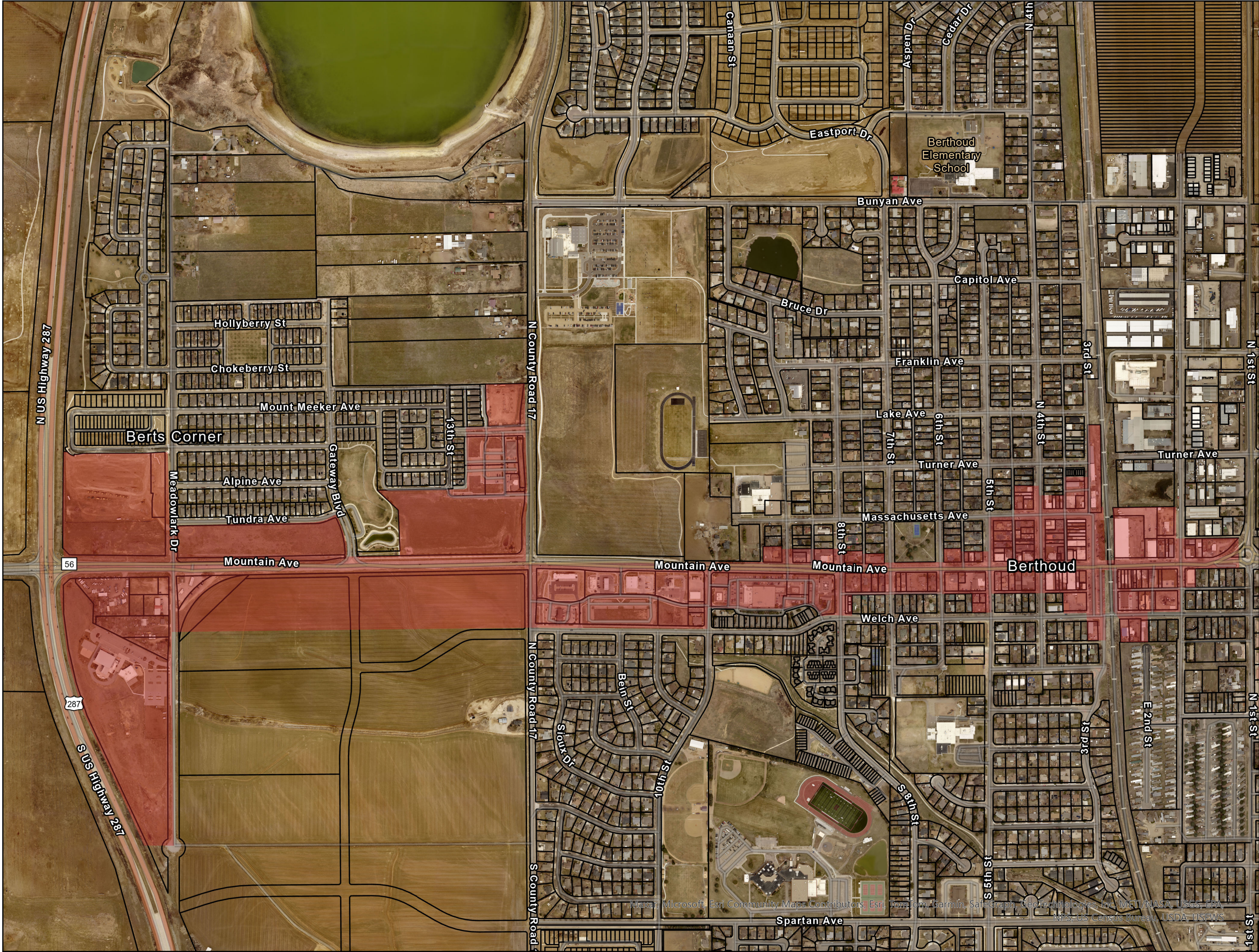
How will the DDA election work?

Larimer County, on behalf of the Town of Berthoud, will run the DDA election as a mail-ballot election. Residents who are active registered electors and persons who are landowners within the boundaries of the DDA will receive a ballot in the mail. Other qualified electors will need to request a ballot and, for entities that are qualified electors, prepare a form designating the person to vote on their behalf. All ballots must be returned no later than 7:00 p.m. on election day to be counted. A majority vote of the ballots cast in the election is needed to pass any individual question.

Does a DDA have eminent domain powers?

DDAs are different from urban renewal authorities, especially in that they do not have the ability of eminent domain and cannot condemn properties within its boundary.

DDA Property & Sales Tax Summary				
Proposed District Boundary				
	Properties		Businesses	
	Commercial	139	Commercial/Retail	82
	Residential	59	Industrial	10
	Exempt	16		
	Other	10		
	Agriculture	4		
	Total Properties	228	Total Businesses	92 +/-
	Special District	Mill Rate	Annual Revenue	
	R2J	36.93	\$699,948.17	
	Larimer	21.745	\$412,063.05	
	Fire	13.868	\$262,795.60	
	Berthoud	9.072	\$171,389.89	
	R2J Bond	5.823	\$110,344.59	
	Library	2.4	\$45,479.48	
	TV Health	1.75	\$33,332.67	
	NC Water	1	\$18,949.78	
	Larimer Pest	0.142	\$2,576.57	
	Total		\$1,759,327.82	
	Total Assessed Value		\$20,713,402.00	
	Mill Increases for the DDA			
	1 mill	\$18,950		
	2 mills	\$41,427		
	3 mills	\$62,140		
	4 mills	\$82,854		
	5 mills	\$103,567		
	Residential		Commercial	
	Average Assessed Value	\$28,485	Average Assessed Value	\$120,169
	1 mill increase	\$28	1 mill increase	\$120
	2 mill increase	\$57	2 mill increase	\$240
	3 mill increase	\$85	3 mill increase	\$360
	4 mill increase	\$114	4 mill increase	\$480
	5 mill increase	\$142	5 mill increase	\$600
	2023 Sales Tax Revenue	\$1,661,725		
	2/8/2024			

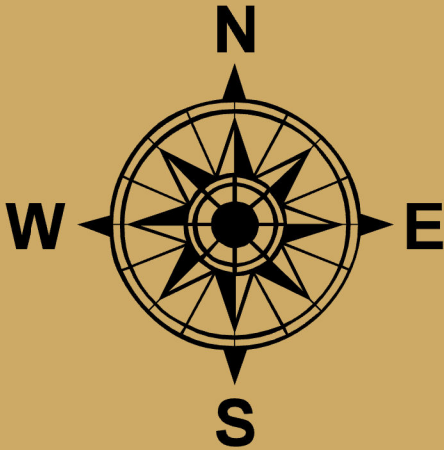


Town of Berthoud DDA Map



Legend

-  Mountain Ave Overlay
-  Larimer County Parcels



Downtown Development Authority

Information Session

Berthoud's downtown businesses are exploring the possibility of establishing a Downtown Development Authority (DDA) to enhance our charming downtown area. Because your business or property falls within the district boundary of the proposed DDA, you are invited to come learn about its benefits and the steps toward its potential formation.

When: April 22, 2024
5:30 - 7:00 PM

Where: Berthoud Town Hall
807 Mountain Ave
or via Zoom

**For More
Information
Contact:** Walt Elish
WElish@berthoud.org
970-344-5806



Downtown Development Authority

Information Session

Berthoud's downtown businesses are exploring the possibility of establishing a Downtown Development Authority (DDA) to enhance our charming downtown area. Because your property may fall within the district boundaries of the proposed DDA, you are invited to come learn about its benefits and the steps toward its potential formation.

When: March 13, 2024
6:00 - 7:30 PM

Where: Berthoud Town Hall
807 Mountain Ave
or via Zoom

Contact: Walt Elish
WElish@berthoud.org
970-344-5806

RSVP: www.Berthoud.org/DDA
or Call 970-344-5806





PLAN OF DEVELOPMENT FOR THE PROPOSED BETHOUD DOWNTOWN DEVELOPMENT AUTHORITY

Town of Berthoud

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Foreword

The downtown (“Downtown”) of the Town of Berthoud (“Berthoud”) is the focal point of a community that has significant entrepreneurial spirit and local pride from its beginnings in 1888.

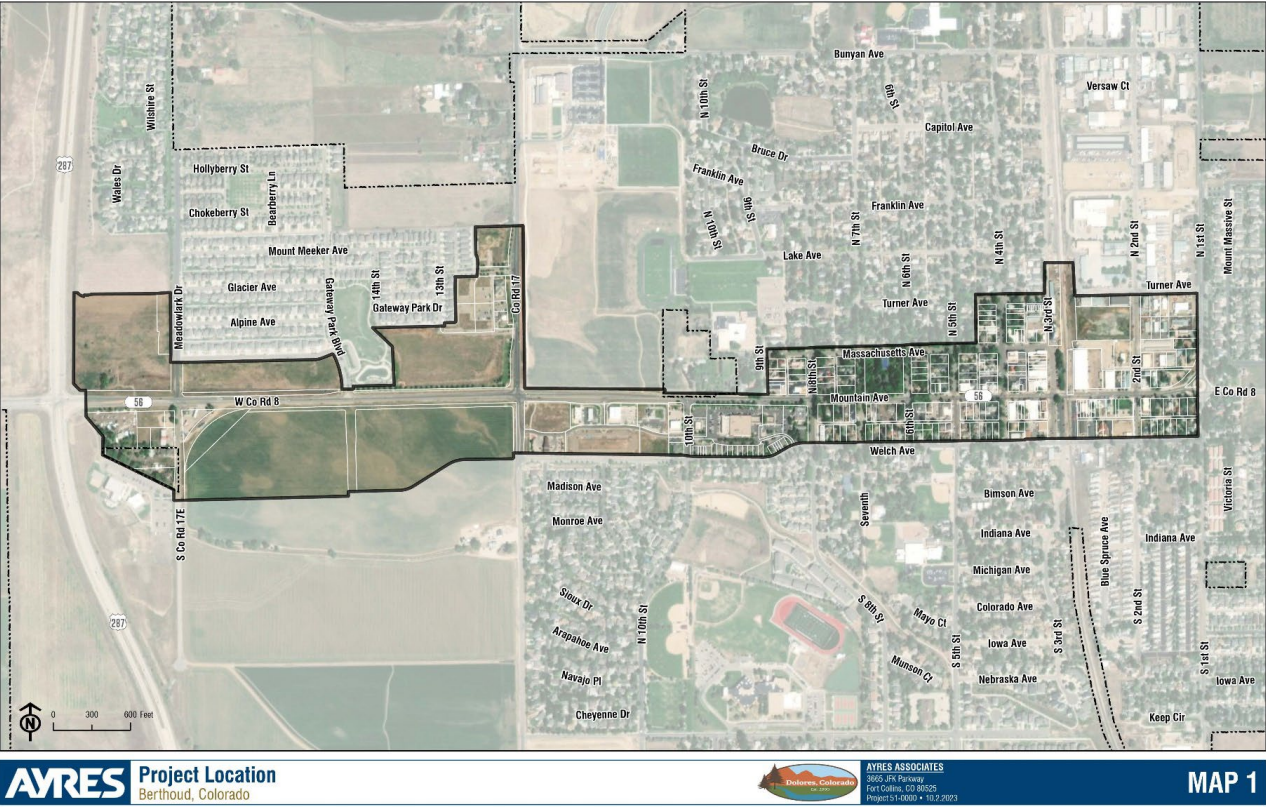
With an emphasis on small business, local events and other cultural activities, Downtown Berthoud residents, businesses, and property owners trust that a strong economic foundation is critical to sustaining a vibrant downtown district. Berthoud is respectful of its history, committed to the full inclusion of all its citizens, and strategically positioned to thrive in a competitive marketplace.

This Plan of Development (the “Plan”) is the first step in creating a Downtown Development Authority (“DDA”). The Plan articulates the vision for building and sustaining a vibrant Downtown that provides a safe, energetic environment to gather, live, educate, shop, work, and play. Downtown is recognized as an important economic development priority by the Town Board and Staff and this Plan will ensure these needs and others yet to be identified are addressed and funded.

The emphasis of this Plan is on the needs of the Downtown over a thirty (30) to fifty (50) year period and the type of projects and programs that are required to satisfy those needs, rather than dictating the physical location, dimensions and design which can only evolve through continual planning efforts.



The District
District Map



Boundaries of the DDA

The boundary of the Berthoud Downtown Development Authority (the “DDA”), as shown on the preceding map, outlines the area in which the DDA will exercise its statutory powers (the “District”). The District was established based on the best information available at the time. It is intended that the boundaries may change given changing times and circumstances. Property owners adjoining the District are encouraged to petition for inclusion when the uses and purposes of their properties become compatible with the purposes of the District.

The legal description of the district is attached as Appendix I to this Plan

Commented [MS1]: The Legal Description will need to be completed by the Town staff through a survey.

Objectives and Purposes

The primary objectives of the DDA are to promote the safety, prosperity, security and general welfare of the District and its inhabitants, to prevent deterioration of property values and structures within the District, to prevent the growth of blighted areas within the District, to assist Berthoud in the development, redevelopment and planning of the economic and physical restoration and growth of the District, to improve the overall appearance, condition and function of the District, to encourage a variety of uses compatible with the artistic and cultural community, to sustain and improve the economic vitality of the District, to promote the historic, artistic and cultural elements of the District, and to encourage pedestrian traffic and security in the District. To achieve these objectives, the specific goals of the DDA include the following and any other activities, plans, and development and redevelopment authorized by law.

The Plan recognizes that this is a long-term revitalization strategy focused on implementing an entrepreneurial environment in which District products and services meet local demands and attract new residents and businesses to the area.

To achieve these objectives, the specific goals of the DDA include, but are not limited to the following:

1. Work with existing property owners and business owners to promote positive investment in District.
2. Work with private entities, developers, and others to market the district as a place for investment.
3. Work with business owners, and business entrepreneurs to promote retail growth, new job growth and other uses in the District.
4. Identify and help form collaborative public/private partnerships that promote economic growth in ways that honor and sustain strong community values.
5. Implement key elements of Berthoud's approved infrastructure plan including the Mountain Avenue Corridor plan.
6. Increase residential and employment density as catalysts for enriching life for residents and visitors alike.
7. Assist emerging and existing businesses in navigating various local, county, and state regulations and taxing policies.
8. Identify and establish a communications process with current business and property owners within the District.
9. Establish multiple communication forums to market the District with emphasis on email, social media, and newspapers.



10. Work with the Town of Berthoud in evaluating and potentially implementing a “One Stop” approach to Downtown development including identifying a potential organizational structure therefor.
11. Improve the visual attractiveness of the District including but not limited to façade renovations, public streets, alleys, curbs, gutters, sidewalks, lighting along with street furniture and landscaping.
12. Seek to improve and maintain underground utility systems.
13. Promote a diversity of activities in the District.
14. Encourage the creation and continuation of public events within the District.
15. Promote and market the District for customers locally and regionally.
16. Promote Berthoud’s unique identity as the Garden Spot of Colorado.

Plan of Development Projects

The proposed DDA seeks to support projects that benefit the District socially and economically. This list is not intended to be inclusive of everything but represents the focus of the DDA. There may be other investments not directly identified in the Plan included that the DDA may consider at its discretion.

The DDA is interested in supporting the following types of projects:

1. Downtown beautification programs;
2. Pedestrian facilities and traffic circulation improvements;
3. Parking that is not otherwise included within specific projects;
4. Other community facilities that support local events and public gatherings/
5. Infrastructure improvements including but not limited to:
 - a. Underground utilities
 - b. Stormwater drainage facilities
 - c. Electric utilities
 - d. Broadband infrastructure
6. Projects that promote the economic well-being of the downtown District;
7. Projects that promote new commercial and retail investment;
8. Projects that promote mixed-use development including housing that is appropriately scaled for the District; and
9. Environmental remediation and clean up as needed.



The Plan identifies projects that may include public facilities and other improvements to public or private property of all kinds consistent with the priorities of the DDA by all means permitted by federal, state and local laws and regulations, including but not limited to, land assemblage, demolition, removal, site preparation, construction, renovation, repair, remodeling, reconstruction purchase of property interests, rehabilitating, equipping, selling and leasing in connection with such public and private improvements.

Summary of Total Estimated Project Costs

Projects	Town/DDA	Other Public/Non-Profit	Private
Redevelopment Projects	\$1,700,000		\$40,000,000
Infrastructure	\$5,025,000	\$1,000,000	\$1,000,000
Other	\$1,000,000	\$2,000,000	
Total All Projects	\$7,725,000	\$3,000,000	\$41,000,000

Plan of Development Projects

Descriptions of specific development projects that have been conceptually identified as potential key downtown redevelopment projects including, but not limited to, the following:

Redevelopment	Town/DDA funding	Other public funding	Private	Description
Mountain Avenue Mixed Use Development	\$1,000,000		\$30,000,000	Amount is a rough estimate based on proposed conceptual plan. Costs assume some improvements to Mountain Avenue. The private development is proposed to be a mixed-use with live work residential and new retail amenities.
Old Town Hall Building Redevelopment	\$200,000		\$10,000,000	Redevelopment and repurposing of the old town hall building.
Building Façade Improvements.	\$250,000			Façade grant improvements to existing buildings in the Downtown District.
Other building investments that support investment.	\$250,000			Other building improvements including possible grants that assist with ADA requirements and life safety issues that promote building occupancy.
SUBTOTAL DEVELOPMENT	\$1,700,000		\$40,000,000	

Infrastructure	Town/DDA funding	Other public funding	Private	Description
3 rd Street and Massachusetts Avenue	\$4,000,000	\$1,000,000		The plan seeks to improve the road and streetscape infrastructure along 3 rd Street from Mountain Avenue to Turner Avenue

Streetscape Improvements				and along Massachusetts Avenue to 4 th Street.
Electric vehicle charging stations at Town Hall and in Downtown		\$250,000		Adding new EV charging stations at Town Hall and in Downtown.
Mountain Avenue Corridor Improvements	\$1,000,000	\$10,000,000		Mountain Avenue Corridor improvement plans include the possibility of new parking, street and sidewalk improvements and improvements to underground utilities. The plan extends to I-25, but the estimates only cover the portion within the District.
Water main from Meadowlark to Berthoud Parkway to improve infrastructure and community resiliency.		\$5,000,000	\$1,000,000	New and expanded water main along Mountain Avenue.
Improvements to ADA accessibility in the Downtown	\$25,000	\$100,000		Sidewalk improvements to Mountain Avenue and sections of 6 th Street and 8 th Street
Subtotal Infrastructure	\$5,025,000	\$16,350,000	\$1,000,000	
Other	Town/DDA funding	Other public funding	Private	Description
Railroad Quist Zones	\$1,000,000	\$2,000,000		Includes rail crossings at Mountain Avenue.
Other				
Subtotal Infrastructure	\$1,000,000	\$2,000,000		

Strategic Downtown Plan

The DDA, acting in coordination with the Town establishing its short and long-term priorities based on adopted strategic plans and identified development projects as such plans and projects evolve. The current plans, which are referenced below and attached as Appendices II through VI to this Plan, are as follows:

Appendix II: Mountain Avenue Plan (August 2019)

The plan provides a vision and plan for the Mountain Avenue Corridor between County Road 19 to the west and County Road 11 to the east with a focus on the area in the downtown District. The plan establishes character districts to guide development and land use designations.

Appendix III: Transportation Plan (September 2019)

The plan provides a vision for the road and street network along Mountain Avenue.

Appendix IV: 1st Street Corridor Plan (March 2023)

The Plan provides a vision and set of goals for guiding the growth, development, redevelopment, and design of the 1st Street corridor. More specifically, the Plan addresses architecture, scale, form, character and intensity of development, connectivity, multi-modal transportation, streetscapes, and landscaping within the 1st Street Corridor Study Area.

Appendix V: Berthoud Open Space Plan (September 2021)

This Open Space Plan serves as the Town's policy foundation to expand support for open space priorities and clarify the Town's role and strategic actions. This Open Space Plan is closely aligned with the Comprehensive Plan to shape the physical form, health, and quality of life of the Town.

Appendix VI: 2021 Comprehensive Plan

The purpose of the 2021 Berthoud Comprehensive Plan is to identify present and future needs of the community and establish preferences and priorities based on those needs. This new comprehensive plan provides guidance to coordinate development to accommodate growth as well as maintain the Town's distinctive character.

Methods of Financing Projects

To finance the projects and purposes of the DDA, the following financial sources and commitment of funds are authorized:

Methods of Financing Projects - The DDA is permitted to receive and utilize the following funding sources:

- A. Proceeds of bonds, loans, or advances to, or indebtedness incurred by the Town of Berthoud secured by the pledge of the following tax revenues for the maximum period authorized by C.R.S. § 31-25-807(3):
 - a. Property Tax Increment: All of that portion of property taxes in excess of such taxes which are produced by the levy at the rate fixed each year by or for any public body upon the valuation for assessment of taxable property within the boundaries of the District last certified prior to the effective date of approval by the Town of Berthoud of this Plan or, as to an area later added to the boundaries of the District, the effective date of the modification of this Plan.
 - b. Municipal Sales Tax Increment: All that portion of municipal sales tax more than such taxes collected within the boundaries of the District for the twelve-month period ending on the last day of the month prior to the effective date of approval by the Town of Berthoud of this Plan. For purposes of calculating the amount of municipal sales tax, "municipal sales tax" shall be as defined in Section 23.1 – Sales Tax of the Berthoud Code of Ordinances.
 - c. Other Sources: Such other sources of revenue for repayment of bonds, loans, advances, or other indebtedness of Berthoud as may be authorized by law.

All such taxes described in this Paragraph A shall be adjusted, collected, allocated and used as set forth in C.R.S. § 31-25-807(3), as amended from time to time.

- B. Membership fees;
- C. Private contributions;
- D. Proceeds of loans to the DDA;
- E. Fees and other charges imposed in connection with projects undertaken by the DDA;
- F. Grants and other funds made available by public agencies and other entities;
- G. All types of bond issues, including industrial development revenue and special assessment bonds; and
- H. All such other sources and methods as may be authorized by law from time to time, including but not limited to, C.R.S. § 31-25-801, *et seq.*

Appendices

Legal Description

Appendix II: Mountain Avenue Plan (August 2019)

Appendix III: Transportation Plan (September 2019)

Appendix IV: 1st Street Corridor Plan (March 2023)

Appendix V: Berthoud Open Space Plan (September 2021)

Appendix VI: 2021 Comprehensive Plan

DRAFT

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	April 23, 2024
Agenda Title/Subject:	Potential CR 15 Property Purchase
Type of Item:	Executive Session
Purpose:	Consider the purchase of active farm on LCR 15 for future use as open space and recreational land
Presented by:	Chris Kirk

ATTACHMENTS:

- Draft Purchase Contract
- Addendum to Purchase Contract

BACKGROUND:

Town staff has been working to negotiate a contract for the potential acquisition of open space on LCR 15, just south of the Town limits. The property is approximately 138 acres and is currently an active farm with significant water resources.

The attached contract and supplemental addendum outlines the major terms of the deal, but does not include price and some specifics related to water resources. Final strategy to complete these negotiations will be discussed in Executive Session, including final pricing. Should the Board wish to approve the agreement after Executive Session, the final purchase price will be announced at that time and the Town Administrator will work with the seller to finalize all related water rights information.

FISCAL IMPACT

Funding for the purchase of the land will come from the Town's open space funds, including the Larimer County Open Space Fund and the 1998 1% Fund. Funding for the purchase of any related water resources will come from the Town's Source of Supply Fund. A supplemental appropriation at mid-year will be necessary for the purchase of the land.

TOUCHSTONES

The Town's *Community Identity* is rooted in the small town, rural atmosphere that we enjoy. Preserving large tracts of open space at the edges of Town will help to ensure that *Community Identity* is preserved in the long-term.

RECOMMENDED ACTION(S):

AUTHORIZE THE TOWN ADMINISTRATOR TO SIGN THE CONTRACT TO PURCHASE LAND ON LCR 15 IN THE AMOUNT OF _____, AND AUTHORIZE THE TOWN ADMINISTRATOR TO FINALIZE OTHER ISSUES RELATED TO THE CONTRACT, NOT INCLUDING PRICE

Hillside Real Estate Group
6355 Fairgrounds Avenue, Suite 300
Windsor, CO 80550
Phone: (970)204-9393

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☐ **Property with No Residences**)
(☒ **Property with Residences—Residential Addendum Attached**)

Date: **April 23, 2024**

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. **Town of Berthoud**, (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other N/A**.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. **Hillside Commercial Group, Inc. or Assigns** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of **Larimer**, Colorado:
(insert legal description):

1004 S County Road 15 (138.54 acres) Parcel # 9425000004 NW1/4 25-4-69; LESS BEG AT PT 1320 FT E OF NW COR 25-4-69, S 2 15' W 453 FT, N 88 15' W 971 FT, N 2 E 200 FT, E ALG N LN 1090 FT TO BEG, LESS 10 AC RIV, LESS 12 AC OFF W SIDE TO RR; LESS ROW PER 20180003176

known as: **1004 S County Road 15** **Berthoud** **Colorado** **80513**
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

The Siphon, as further described in Section 29 Addendum.

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

N/A

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

Farm Lease in Place for 2024 with Buehler Farms ("2024 Buehler Lease")

2.6. Exclusions. The following items are excluded (Exclusions):

All minerals rights, flagstone, rock and decorative rock that are in piles on property, scrolls from the porch including the corbels. All personal property in house and in garage. Stove, refrigerator, washer and dryer.

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

N/A

Any deeded water rights will be conveyed by a good and sufficient N/A deed at Closing.

☒ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

As described in Section 29.5 in the attached Section 29 Addendum.

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

N/A.

☒ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

As described in Section 29.5 in the attached Section 29 Addendum.

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

Water tap at house

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer ☒ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

100 *2024 Harvest shall take place this spring and Buyer shall not receive proceeds*
101 *for this spring crop season.*
102

103 3. DATES, DEADLINES AND
104 APPLICABILITY. 104 3.1. Dates and

Deadlines

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<i>5pm</i>
2	§ 4	Alternative Earnest Money Deadline	<i>N/A</i>
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>April 30, 2024</i>
4	§ 8	Record Title Objection Deadline	<i>June 3, 2024</i>
5	§ 8	Off-Record Title Deadline	<i>April 30, 2024</i>
6	§ 8	Off-Record Title Objection Deadline	<i>June 3, 2024</i>
7	§ 8	Title Resolution Deadline	<i>June 7, 2024</i>
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>N/A</i>
		Owners' Association	
9	§ 7	Association Documents Deadline	<i>N/A</i>
10	§ 7	Association Documents Termination Deadline	<i>N/A</i>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	<i>N/A</i>
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>N/A</i>
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<i>N/A</i>
14	§ 5	New Loan Terms Deadline	<i>N/A</i>
15	§ 5	New Loan Availability Deadline	<i>N/A</i>
16	§ 5	Buyer's Credit Information Deadline	<i>N/A</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>N/A</i>
18	§ 5	Existing Loan Deadline	<i>N/A</i>
19	§ 5	Existing Loan Termination Deadline	<i>N/A</i>
20	§ 5	Loan Transfer Approval Deadline	<i>N/A</i>
21	§ 4	Seller or Private Financing Deadline	<i>N/A</i>
		Appraisal	
22	§ 6	Appraisal Deadline	<i>N/A</i>
23	§ 6	Appraisal Objection Deadline	<i>N/A</i>
24	§ 6	Appraisal Resolution Deadline	<i>N/A</i>

		Survey	
25	§ 9	New ILC or New Survey Deadline	<i>April 30, 2024</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>June 3, 2024</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>June 7 2024</i>
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	<i>June 3, 2024</i>
29	§ 8	Mineral Rights Examination Deadline	<i>N/A</i>
30	§ 10	Inspection Termination Deadline	<i>May 30, 2024</i>
31	§ 10	Inspection Objection Deadline	<i>June 3, 2024</i>
32	§ 10	Inspection Resolution Deadline	<i>June 7, 2024</i>
33	§ 10	Property Insurance Termination Deadline	<i>N/A</i>
34	§ 10	Due Diligence Documents Delivery Deadline	<i>April 30, 2024</i>
35	§ 10	Due Diligence Documents Objection Deadline	<i>June 3, 2024</i>
36	§ 10	Due Diligence Documents Resolution Deadline	<i>June 7, 2024</i>
37	§ 10	Environmental Inspection Termination Deadline	<i>N/A</i>
38	§ 10	ADA Evaluation Termination Deadline	<i>N/A</i>
39	§ 10	Conditional Sale Deadline	<i>N/A</i>
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>N/A</i>
41	§ 11	Estoppel Statements Deadline	<i>N/A</i>
42	§ 11	Estoppel Statements Termination Deadline	<i>N/A</i>
		Closing and Possession	
43	§ 12	Closing Date	<i>June 20, 2024</i>
44	§ 17	Possession Date	<i>June 20, 2024</i>
45	§ 17	Possession Time	<i>12pm</i>
46	§ 27	Acceptance Deadline Date	<i>April 23, 2024</i>
47	§ 27	Acceptance Deadline Time	<i>5pm</i>
	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>

105 3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
106 or the word “Deleted”, such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
108 “None”, such provision means that “None” applies.

109 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
110 abbreviation “N/A” as used in this Contract means not applicable.

111 3.3. Day; Computation of Period of Days; Deadlines.

112 3.3.1. Day. As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a Time of Day Deadline is specified in § 3.1.
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
115 on the specified deadline date at the time of day specified in the Time of Day Deadline, United States Mountain Time. If Time of
116 Day Deadline is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the
118 ending date is not specified, the first day is excluded and the last day is included.

119 3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
120 deadline ☒ Will ☐ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
121 the deadline will not be extended.

122 4. PURCHASE PRICE AND TERMS.

123 4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount		Amount	
1	§ 4.1.	Purchase Price	\$			
2	§ 4.3.	Earnest Money			\$	25,000.00
3	§ 4.5.	New Loan			\$	N/A
4	§ 4.6.	Assumption Balance			\$	N/A
5	§ 4.7.	Private Financing			\$	N/A
6	§ 4.7.	Seller Financing			\$	N/A
7	N/A	N/A		N/A		N/A
8	N/A	N/A		N/A		N/A
9	§ 4.4.	Cash at Closing			\$	
10		TOTAL	\$	\$		

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ **N/A** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a **check**, will be payable to and held by **Title Company** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. *OMITTED AS INAPPLICABLE.*

4.6. Assumption. *OMITTED AS INAPPLICABLE.*

TRANSACTION PROVISIONS**5. FINANCING CONDITIONS AND OBLIGATIONS.**

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;

or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of

all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer’s Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer’s option, has the Right to Terminate under § 24.1. by Buyer’s Notice to Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner’s title insurance policy at Seller’s expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner’s title insurance policy at Buyer’s expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner’s Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner’s Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other**. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner’s title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller’s possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer’s objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection,

pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR The official website for the Metropolitan District, if any, is: [N/A](#).

8.5. Tax Certificate. A tax certificate paid for by ☐ Seller ☐ Buyer, for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the

Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☐ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☒ **New Survey** in the form of **ALTA SURVEY**; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☒ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☒ **Seller** ☐ **Buyer** or: **N/A**

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and **N/A** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

475 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
476 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.
477 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
478 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
479 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
480 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
481 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

483 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
484 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
485 to Seller's actual knowledge and current as of the date of this Contract.

486 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
487 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
488 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
489 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
490 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
491 Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

492 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
493 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
494 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
495 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
496 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
497 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
498 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
499 sole subjective discretion, Buyer may:

500 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
501 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
502 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
503 pursuant to § 10.3.2.; or

504 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
505 description of any unsatisfactory condition that Buyer requires Seller to correct.

506 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
507 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
508 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
509 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
510 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
511 executing an Earnest Money Release.

512 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
513 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
514 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
515 must not permit claims or liens of any kind against the Property for Work performed on the Property. ~~Buyer agrees to indemnify,~~
516 ~~protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such~~
517 ~~Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against~~
518 ~~any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and~~
519 ~~expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed~~
520 ~~pursuant to an Inspection Resolution.~~

521 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
522 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
523 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

524 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
525 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
526 **Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

The current tenant of the residence located on the Property ("Lessee") may occupy the residence for 12 months post Closing subject to the assignment of the 2024 Buehler Lease or a new lease in place of the 2024 Buehler Lease, as determined by the Buyer in its sole discretion, and executed in conjunction with this Agreement.

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

- ☐ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☐ **10.6.1.4.2.** Property tax bills for the last **N/A** years;
- ☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- ☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- ☐ **10.6.1.4.5.** Operating statements for the past **N/A** years;
- ☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past **N/A** years;
- ☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- ☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☐ **10.6.1.4.13.** Other:
- N/A**

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☐ **Buyer** will order or provide ☐ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or **N/A**, at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by **N/A** days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as **N/A**. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit. **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

642 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
643 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
644 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
645 demising the premises it describes.
646 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
647 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
648 required in § 11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.
649 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
650 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
651 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
652 waive any unsatisfactory Estoppel Statement.

653

CLOSING PROVISIONS

654 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

655 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
656 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
657 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
658 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
659 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
660 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

661 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with
662 this Contract.

663 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
664 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
665 Buyer. The hour and place of Closing will be as designated by **Seller and Buyer to Agree**.

666 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
667 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

668 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
669 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
670 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

671 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
672 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒
673 special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed
674 ☐ **N/A** deed. Seller, provided another deed is not selected, must execute and deliver a good and
675 sufficient special warranty deed to Buyer, at Closing.

676 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
677 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S.

678 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
679 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
680 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
681 at or before Closing by Seller from the proceeds of this transaction or from any other source.

682 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND** 683 **WITHHOLDING.**

684 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
685 to be paid at Closing, except as otherwise provided herein.

686 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller**
687 ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other N/A**.

688 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
689 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
690 associated with or specified in the Status Letter will be paid as follows:

691 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by ☐ **Buyer**
692 ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

693 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer**
694 **and One-Half by Seller** ☐ **N/A**.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ **N/A** for:

☒ Water Stock/Certificates ☒ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ **N/A**
and must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☒ Most Recent Mill Levy and Most Recent Assessed Valuation, ☐ Other **N/A**.

16.1.2. Rents. Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and **N/A**.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and **N/A**. Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally

liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 0 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. [Intentionally Deleted]

18.6. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

803 **20.1. If Buyer is in Default:**

804 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
805 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
806 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
807 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

808 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
809 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
810 the Earnest Money specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
811 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
812 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

813 **20.2. If Seller is in Default:**

814 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
815 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
816 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
817 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
818 or damages, or both.

819 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
820 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
821 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
822 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
823 Contract are reserved and survive Closing.

824 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
825 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
826 reasonable costs and expenses, including attorney fees, legal fees and expenses.

827 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
828 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
829 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
830 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
831 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
832 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
833 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
834 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
835 Section will not alter any date in this Contract, unless otherwise agreed.

836 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
837 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
838 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
839 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
840 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
841 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
842 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
843 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
844 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
845 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
846 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

847 **24. TERMINATION.**

848 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
849 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
850 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
851 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
852 and waives the Right to Terminate under such provision.

853 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
854 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

855 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified

856 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
857 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
858 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
859 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
860 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

861 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

862 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
863 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
864 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
865 must be received by the party, not Broker or Brokerage Firm).

866 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
867 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
868 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
869 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or **docuSign** .

870 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
871 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
872 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

873 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
874 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
875 located in Colorado.

876 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
877 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
878 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and
879 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
880 copies taken together are deemed to be a full and complete contract between the parties.

881 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
882 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
883 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**
884 **Diligence and Source of Water.**

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ADDITIONAL PROVISIONS AND ATTACHMENTS
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886 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
887 Commission.)
888 *See attached Section 29 Addendum to Contract to Buy and Sell Real Estate by and Between the Town of Berthoud ("Buyer") and
Hillside Commercial Group, Inc. ("Seller").*

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30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract:

N/A

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

N/A

SIGNATURES

Buyer's Name: *Town of Berthoud*

Buyer's Signature	<i>Chris Kirk, Town Manager</i>	Date
Address:	<i>N/A</i>	
	<i>N/A</i>	
Phone No.:	<i>N/A</i>	
Fax No.:	<i>N/A</i>	
Email Address:	<i>N/A</i>	

910 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: *Hillside Commercial Group, Inc. or Assigns*

Seller's Signature	<i>Jon Turner, President</i>	Date
Address:	<i>N/A</i>	
	<i>N/A</i>	
Phone No.:	<i>N/A</i>	
Fax No.:	<i>N/A</i>	
Email Address:	<i>N/A</i>	

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END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working with Buyer

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer**. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** **N/A**.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **N/A**

Brokerage Firm's License #: **N/A**

Broker's Name: **N/A**

Broker's License #: **N/A**

Broker's Signature:

Date

Address: **N/A**

N/A

Phone No.: **N/A**

Fax No.: **N/A**

Email Address: **N/A**

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer**. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** **N/A**.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: *Hillside Real Estate Group*
Brokerage Firm's License #: *N/A*
Broker's Name: *Emily Kupec*
Broker's License #: *100028910*

Broker's Signature: _____ Date

Address: *6355 Fairgrounds Ave. Ste 300*
Windsor, CO 80550
Phone No.: *(970) 204-9393*
Fax No.: *(970) 204-9396*
Email Address: *N/A*

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SECTION 29 ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE TOWN OF BERTHOUD (“BUYER”) AND RIVER TRAILS, LLC (“SELLER”) DATED APRIL 23 , 2024

Any capitalized terms used and not defined herein, shall have the meaning set forth under the Contract to Buy and Sell Real Estate By and Between the Town of Berthoud (“Buyer”) and River Trails, LLC (“Seller”) dated April 23, 2024.

29.1. Colorado Governmental Immunity Act. Buyer, by entering into this Agreement, does not waive any rights or protections it may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

29.2. TABOR. As required by Article X, Section 20 of the Colorado Constitution, any obligation of Buyer not performed in the current fiscal year shall be subject to annual appropriation of funds by Buyer’s governing body. Should sufficient funds not be appropriated for Buyer’s performance in future fiscal years this Agreement shall terminate and be of no further force or effect.

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

29.4. Contract Approval Contingent on Buyer’s Board Approval. This Agreement shall not be binding upon Buyer until this Agreement signed by Seller has been received by and approved at a public meeting and in writing by Buyer’s Board of Trustees. If this Agreement signed by Seller is so approved by Buyer’s Board of Trustees, this Agreement signed by Seller shall become a contract between Seller and Buyer.

29.5. WATER RIGHTS. Seller shall convey the water rights described in **section 2.7** (“Water Rights”) to Buyer at Closing:

- i. **Boulder & Larimer Irrigating and Manufacturing Ditch Company Stock.** Eighty-one (81) shares of stock in the Boulder & Larimer Irrigating and Manufacturing Ditch Company, represented by Share Certificate Number [REDACTED] (“Boulder & Larimer Shares”).
 - ii. **Osborn Caywood Ditch Company.** 33.33% Interest in Osborn Caywood Ditch Company, including 33.33% interest in all water rights, **represented by Share Certificate Number [REDACTED] (“Osborn Caywood Shares”).**
 - iii. **Stumpf Lateral Ditch Company Stock.** Sixty three (63) shares of stock in the Stumpf Lateral Ditch Company, represented by Share Certificate Number [REDACTED] (“Stumpf Lateral Shares”).
 - iv. Water Rights Equipment
- b. Terms and Conditions for Conveyance of Water Rights.**
- i. **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 Water Rights, on or before the Record 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 O&E Report and UCC Report, together with any copies or abstracts of instruments furnished pursuant to this Paragraph 29.E constitute the Water Rights Title Documents. Buyer, or Buyer's designee, must request Sellers, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Record Title Deadline.

- ii. **Water Rights Conveyance Documents.** Seller shall provide the following documents to effectuate the conveyance of the Water Rights at Closing:
1. A fully executed **Special Warranty Deed (Water Rights), in the form attached as Exhibit A**; and
 2. The endorsed, original Stock Certificate No. [REDACTED], dated [REDACTED], for the Boulder & Larimer Shares; and
 3. A Stock Assignment for the Boulder & Larimer Shares, in the form to be provided by Buyer.
 4. The endorsed, original Stock Certificate No. [REDACTED], dated [REDACTED], for the Osborn Caywood Shares; and
 5. A Stock Assignment for the Osborn Caywood Shares, in the form to be provided by Buyer; and
 6. The endorsed, original Stock Certificate No. [REDACTED], dated [REDACTED], for the Stumpf Lateral Shares; and
 7. A Stock Assignment for the Stumpf Lateral Shares, in the form to be provided by Buyer; and
 8. A bill of sale for any Water Rights Equipment, in the form to be provided by Buyer.
- iii. **Water Rights Diligence Documents.** On or before the Due Diligence Documents Delivery Deadline, Seller shall furnish to Buyer, at Seller's expense, the following documents (collectively, "Water Rights Diligence Documents"):
1. All evidence of liens or encumbrances, UCC filings with the Colorado Secretary of State, or other instruments affecting title to the Water Rights, if any, that are in the possession or otherwise reasonably available to Seller;
 2. A copy, front and back, of Boulder & Larimer Irrigating and Manufacturing Ditch Company Stock Certificate No. [REDACTED];
 3. A written statement from the Boulder & Larimer Irrigating and Manufacturing Ditch Company that: Seller is the owner of record of Stock Certificate No. [REDACTED] on the books of the Boulder & Larimer Irrigating and Manufacturing Ditch Company, all outstanding assessments have been paid, the Shares represented by Stock Certificate No. [REDACTED] are in good standing, and that there are no liens, mortgages, encumbrances or adverse claims on the certificate in the Boulder & Larimer Irrigating and Manufacturing Ditch Company's records;

4. A copy, front and back, of Osborn Caywood Ditch Company Stock Certificate No. [REDACTED];
 5. A written statement from the Osborn Caywood Ditch Company that: Seller is the owner of record of Stock Certificate No. [REDACTED] on the books of the Osborn Caywood Ditch Company, all outstanding assessments have been paid, the Shares represented by Stock Certificate No. [REDACTED] are in good standing, and that there are no liens, mortgages, encumbrances or adverse claims on the certificate in the Osborn Caywood Ditch Company's records;
 6. A copy, front and back, of Stumpf Lateral Ditch Company Stock Certificate No. [REDACTED];
 7. A written statement from the Stumpf Lateral Ditch Company that: Seller is the owner of record of Stock Certificate No. [REDACTED] on the books of the Stumpf Lateral Ditch Company, all outstanding assessments have been paid, the Shares represented by Stock Certificate No. [REDACTED] are in good standing, and that there are no liens, mortgages, encumbrances or adverse claims on the certificate in the Stumpf Lateral Ditch Company's records;
 8. Copies of information or materials in Seller's possession, if any, pertaining to the historical use of the Water Rights on the historically irrigated lands or on any other property, and the use of any other water rights on such property; and
 9. Copies of all documents in Seller's possession, if any, pertaining to the Water Rights of which Seller has actual knowledge but are not shown in public records.
 10. Delivery of Diligence Documents. All documents listed above will be delivered or otherwise made available to Pete Johnson, electronically at pcj@vrlaw.com.
- iv. **Ditch Company Records.** Seller hereby appoints and authorizes Buyer to perform any research at the Osborn Caywood Ditch Company, Boulder & Larimer Irrigating and Manufacturing Ditch Company, and Stumpf Lateral Ditch Company offices regarding the historic use of, ownership of, and change of title to the Water Rights that Buyer may desire to the same extent that Seller is entitled to perform such research as the shareholder of record.
- v. **Stock Certificates.** Before Closing, Seller shall be responsible for ensuring that the stock certificates associated with the Water Rights are of good condition and freely transferrable, including but not limited to that the certificates are issued solely in the name of the Seller.

29.6. SELLER'S NORTHERN PROPERTY. Seller owns approximately [REDACTED] acres abutting and north of the Property legally described as shown on the Attachment 1 to this Addendum and referred to herein as the "Northern Parcel".

29.6.1 Future Annexation of Northern Parcel. Without binding a future Board of Trustees, the current Board of Trustees, as such Board is composed as of the date of Closing, hereby agrees that it will allow less than 100% of the amount of open space

required under the Berthoud Development Code Section 30-2-109.D.4 for the Northern Parcel, the specific amount to be memorialized in an annexation agreement. Nothing in this Agreement is intended, nor shall it be construed, to limit the discretion of the Town Board of Trustees, which retains full authority regarding approval of the annexation of the Northern, subject to the applicable policies, ordinances, and laws.

29.6.2. Formation of Metropolitan District. In the event a letter of interest in the form required by the Town of Berthoud Policy for Reviewing Service Plans for Metropolitan Districts (“Policy”) is submitted for a metropolitan district within which district’s boundaries the Northern Parcel (if annexed) is located, the Town will schedule the preliminary staff meeting with applicant as required by the Policy. Nothing in this Agreement is intended, nor shall it be construed, to limit the discretion of the Town Board of Trustees, which retains full authority regarding approval of any district service plan, subject to the applicable policies, ordinances, and laws.

29.7. SIPHON. The “Siphon” listed in section 2.5.1 of the Agreement shall mean the _____ siphon located on the Property. The Survey shall describe the Siphon location. The Parties agree to amend this Agreement prior to June 10, 2024 to include a description of the Siphon, including a legal description, and any other descriptors the Buyer in its discretion requires in an Attachment 2 to this Addendum.

29.8. NO REAL ESTATE BROKER’S. There are no real estate brokers associated with Buyer with this transaction.

29.9. FAILURE FOR TITLE TO VEST. On or before **Wednesday, June 26, 2024, 11:59PM,** Buyer shall have the right to terminate the Agreement in accordance with Section 24 of the Agreement if title to the Property does not vest in Seller on or before Friday, **June 21, 2024, 11:59PM.**

29.10. ASSIGNMENT OF LEASE. Sections 2.5.4 and 10.6.1.1 of the Agreement are subject to the termination provisions set forth under Section 24 of the Agreement. Buyer shall have the right to terminate the Agreement if on or before June 10, 2024: (i) the 2024 Buehler Lease is not accepted by and assigned to Buyer; or (ii) a new lease by and between the Town and Tenant in place of the 2024 Buehler Lease is not executed by the Tenant.

29.11. SELLER’S DOCUMENTS. As part of Seller’s Documents to be delivered to Buyer on or before the Off-Record Matters Deadline described in Section 2.3 (Dates and Deadlines), item no. 17, Seller shall provide, to the extent not provided under other sections of the Agreement, all documents and information obtained by Seller related to the Property, including the Siphon, and the Water Rights, whether or not in Seller’s possession. For purposes of the Seller’s Documents defined herein the deadline for delivery to Buyer shall be extended to June 14, 2024 12:00Noon.

[The remainder of this page is intentionally left blank]

RIVER TRAILS, LLC

By: _____

Name:

Title: Manager/Member

TOWN OF BERTHOUD

a statutory town of the State of Colorado

By: _____

Name: _____

Title: _____

ATTACHEMENT 1
TO
SECTION 29 ADDENDUM TO CONTRACT TO BUY AND SELL REAL
ESTATE BY AND BETWEEN THE TOWN OF BERTHOUD (“BUYER”) AND
RIVER TRAILS,LLC (“SELLER”) DATED APRIL 23 , 2024

Northern Parcel Legal Description

END OF ADDENDUM