



**Garden
Spot of
Colorado**

**MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, November 26, 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. Citizen Participation
5. Scheduled Items And Estimated Time For Discussion

5.I. Consent Agenda

Introduction By: Christian Samora

Documents:

MEMO RE CONSENT AGENDA.PDF
A. NOVEMBER 26, 2024 MEETING AGENDA.PDF
B. NOVEMBER 12, 2024, MEETING MINUTES.PDF
C. NOVEMBER 2024 BOARD REPORT.PDF
D. LIBRARY BOARD APPOINTMENTS.PDF
E. 2025 CITY OF FORT COLLINS FLEX AGREEMENT.PDF
F. HABITAT FOR HUMANITY FEE WAIVER REQUEST.PDF

5.II. Youth Advisory Committee Update Presentation And Residency Update

Introduction By: Youth Advisory Committee

Documents:

MEMO RE YOUTH ADVISORY RESOLUTION.PDF
A. RESOLUTION - YOUTH ADVISORYAG.PDF
B. RESOLUTION 2024-17 YOUTH ADVISORY RESIDENCY CLEAN.PDF
C. RESOLUTION 2024-17 YOUTH ADVISORY RESIDENCY REDLINE.PDF

5.III. Larimer County Open Space Funding Request
Introduction By: Larimer County

Documents:

[LARIMER COUNTY - ARROWHEAD FEE FINAL REVIEW 2024.PDF](#)

5.IV. Assumption Of Welch Avenue Out Lots
Introduction By: Chris Kirk

Documents:

[MEMO RE OUTLOT TRANSFER \(CRS\).PDF](#)
[A. RESOLUTION - OUTLOTS A B C AND D W EXHS.PDF](#)

5.V. 270 Mountain Ave Property Purchase Contract
Introduction By: Walt Elish

Documents:

[MEMO RE 270 MOUNTAIN AVE PURCHASE.PDF](#)
[A. MOUNTAIN AVE 270_SALE OR LEASE \(TA\) \(1\).PDF 1023.PDF](#)
[B. PSA SIGNED SELLER 111424.PDF](#)

5.VI. 2025 Annual Budget - 2nd Draft Presentation
Introduction By: Chris Kirk

Documents:

[MEMO RE 2025 ANNUAL BUDGET 2ND DRAFT PRESENTATION.PDF](#)
[A. 2025 BUDGET SUMMARY.PDF](#)
[B. 2025 BUDGET-WORKSHEET.PDF](#)
[C. 2025 FEE SCHEDULE.PDF](#)

5.VII. WCR 5 Property Purchase Update
Introduction By: Chris Kirk

Documents:

[MEMO RE WCR 5 PROPERTY PURCHASE UPDATE.PDF](#)

6. 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

7. Executive Session

Pursuant to C.R.S. Section 24-6-402(4)(f) for discussion of a personnel matter and not involving: any specific employees who have requested discussion of the

matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. And the following details are provided: Town Administrator Annual Evaluation

8. Adjourn

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

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	November 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) November 26, 2024, Meeting Agenda
- b) November 12, 2024, Meeting Minutes
- c) November 2024 Board Report
- d) Library Board Appointments
- e) 2025 City of Fort Collins Flex Agreement
- f) Habitat for Humanity Fee Waiver Request

BACKGROUND:

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. The mayor will ask if any Board Member wishes to remove an item for 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
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Tuesday, November 26, 2024, 6:30 p.m.

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

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Web: www.zoom.us/join

Use this Meeting ID: 210 035 9423

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

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

- I. REGULAR MEETING CALLED TO ORDER** – Mayor William Karspeck
- II. PLEDGE OF ALLEGIANCE** – Mayor William Karspeck
- III. ROLL CALL** – Mayor William Karspeck
- IV. CITIZEN PARTICIPATION**
- V. SCHEDULED ITEMS and ESTIMATED TIMES FOR DISCUSSION**
 - 1. Consent Agenda** (Christian Samora) (5 Min)
Consent Agenda items are considered to be routine by the Town Board and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.
 - a) November 26, 2024, Meeting Agenda
 - b) November 12, 2024, Meeting Minutes
 - c) November 2024 Board Report
 - d) Library Board Appointments
 - e) 2025 City of Fort Collins Flex Agreement
 - f) Habitat for Humanity Fee Waiver Request
 - 2. Youth Advisory Committee Update Presentation and Residency Update** (YAC Committee) (15 Min)
Resolution 2024-17 – A resolution of the Town Board of the Town of Berthoud revising the residency requirements of the Youth Advisory Commission.
 - 3. Larimer County Open Space Funding Request** (Larimer County) (15 Min)
 - 4. Assumption of Welch Avenue Out Lots** (Chris Kirk) (10 Min)
Resolution 2024-18 – A resolution of the Town Board of the Town of Berthoud approving the payment of outstanding taxes for and accepting title to certain real property parcels in the Town of Berthoud.
 - 5. 270 Mountain Ave Property Purchase Contract** (Walt Elish) (20 Min)

November 26, 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.

6. 2025 Annual Budget – 2nd Draft Presentation (Chris Kirk) (90 Min)

- I. 2025 Draft Budget**
- II. Funding Requests**
- III. 2025 Fee Schedule**

7. WCR 5 Property Purchase Update (Chris Kirk) (10 Min)

VI. ELECTED OFFICIAL REPORTS (10 Min)

- 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

VII. EXECUTIVE SESSION (20 Min)

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

VIII. ADJOURN

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

November 26, 2024, Meeting Agenda

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MEETING MINUTES OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, November 12, 2024, 6:30 p.m.

11/12/2024 - 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:

Karl Ayers, Trustee
May Albrecht, Trustee
Tim Hardy, Trustee
Brett Wing, Trustee
Sean Murphy, Mayor Pro-Tem
Will Karspeck, Mayor

The following Board members were absent:

Chris Kurtz, Trustee

The following staff members were present:

Erin Smith, Town Attorney
Chris Kirk, Town Administrator
Christian Samora, Town Clerk
Lexi Weissman, Deputy Town Clerk
Sergeant Justin Williamson, Larimer County Sheriff
Ken Matthews, Director of Water Utilities
Savana Dumler, Water & Wastewater Engineer
Anne Johnson, Community Development Director
Tawn Hillenbrand, Senior Planner

4. Citizen Participation

No one spoke during Citizen Participation.

5. Scheduled Items And Estimated Time For Discussion

5.I. Consent Agenda

Items:

- a) November 12, 2024, Meeting Agenda
- b) October 22, 2024, Meeting Minutes
- c) September 2024 Financial Information

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

5.II. Historic Preservation Advisory Committee Report

Todd Duvall, Chair for the Historic Preservation Advisory Committee, gave a presentation.

5.III. Historic Preservation Advisory Committee Appointments

Trustee Hardy reported on the interviews for the Historic Preservation Advisory Committee.

Trustee Hardy moved to appoint the following volunteers to the Historic Preservation Advisory Committee, each for a term of 2 years:

- Carri Grimditch
- Leslie Moore
- Courtney VanHooser

Trustee Albrecht seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.IV. Progressive Design Build Contract For BNR Improvements To The Water Reclamation Facility

Director of Water Utilities, Ken Matthews provided an introduction on the Progressive Design Build Contract for the Water Reclamation Facility.

Water & Wastewater Engineer, Savana Dumler, and Administrator Kirk provided some additional information.

Trustee Albrecht moved to approve the finalized Progressive Design-Build Agreement for the Berthoud WRF Phase 1A Improvements Project and authorize the Town Administrator to execute the contract. Trustee Wing seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.V. A Little Help Funding Request

Administrator Kirk provided an introduction on the A Little Help funding request.

Hilary Simmons with A Little Help provided some additional information.

Trustee Wing moved to authorize the Town Administrator to execute the consulting services agreement between the Town of Berthoud and A Little Help. Trustee Hardy seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.VI. Fickel Farms 5th Filing Neighborhood Master Plan - Public Hearing

Community Development Director, Anne Johnson, gave an introduction on the Land Use Planning Process.

Senior Planner, Tawn Hillenbrand, gave a presentation on the Fickel Farms 5th Filing.

Kristin Turner with TB Group provided additional information on the Neighborhood Master Plan and rezone request.

Mayor Karspeck opened the Public Hearing.
No one spoke during the Public Hearing.
Mayor Karspeck closed the Public Hearing.

Trustee Hardy moved to approve Resolution 2024-14, a resolution of the Town of Berthoud Board of Trustees, approving a Neighborhood Master Plan for a development known as the "Fickel Farm 5th

Filing Development" in the Town of Berthoud. Mayor Pro-Tem Murphy seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

Trustee Hardy moved to approve Ordinance 1345, an ordinance amending the Zoning Map of the Town of Berthoud, to rezone the Fickel Farm 5th Filing Property previously zoned Planned Unit Development to Urban Residential District. Mayor Pro-Tem Murphy seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.VII. River Trails Annexation, Zoning, And Neighborhood Master Plan- Public Hearing

Community Development Director, Anne Johnson, gave a presentation on the River Trails Annexation, Zoning and Neighborhood Master Plan request.

Applicant, Jon Turner and Jim Birdsall, provided additional information.

Mayor Karspeck opened the Public Hearing.

Rick Stoner, Dr. Lisa Jacobson, Emily Harrison, Maria Culligan, Emmett Culligan, Hedy Brown, and Charlotte Roe spoke.

Trustee Ayers moved to extend the meeting to 10:15 pm. Trustee Wing seconded the motion. With all those in favor, THE MOTION CARRIED.

Brad Cook, Davon Cook, David Hershman, and Joyce Stoner spoke during the Public Hearing. Mayor Karspeck closed the Public Hearing.

Jim Birdsall responded to some of the publics concerns.

Trustee Ayers moved to extend the meeting through to the conclusion of Agenda Item 7. Trustee Albrecht seconded the motion. With all those in favor, THE MOTION CARRIED.

Trustee Hardy moved to continue Resolution 2024-16, a resolution of the Board of Trustees of the Town of Berthoud, setting forth findings of fact and determinations regarding the eligibility for annexation of the River Trails Annexation Numbers 1, 2, and 3 pursuant to C.R.S. 31-12-110, to February 11, 2025. Trustee Wing seconded the motion. In a 5-1 roll call vote, THE MOTION CARRIED, with Mayor Karspeck having the dissenting vote.

Trustee Hardy moved to continue Ordinance 1347, an ordinance of the Board of Trustees of the Town of Berthoud, annexing property known as the "River Trails Annexation Numbers 1, 2, and 3" to the Town of Berthoud, to February 11, 2025. Trustee Wing seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

Trustee Hardy moved to deny Resolution 2024-15, a resolution of the Town of Berthoud Board of Trustees approving a Neighborhood Master Plan for a development known as the "River Trails Development" in the Town of Berthoud. Trustee Albrecht seconded the motion. In a 5-1 roll call vote, THE MOTION CARRIED, with Mayor Karspeck having the dissenting vote.

Hardy moved to deny Ordinance 1348, an ordinance amending the zoning map of the Town of Berthoud to establish the zoning of property known as the "River Trails Annexation Numbers 1, 2 and 3" newly annexed to the Town of Berthoud. Trustee Ayers seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.VIII. Natural Medicine Moratorium - Public Hearing

Attorney Smith gave an introduction on the proposed Natural Medicine Moratorium.

Mayor Karspeck opened the Public Hearing.

No one spoke during the Public Hearing.

Mayor Karspeck closed the Public Hearing.

Trustee Albrecht moved to approve Ordinance 1349, an ordinance of the Board of Trustees of the Town of Berthoud, Colorado, imposing a temporary moratorium on the submission, acceptance, processing and approval of applications for the establishment of a business that cultivates, processes, or

dispenses natural medicine and the establishment of any business, occupation, or operation for healing centers. Mayor Pro-Tem Murphy seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

6. Elected Official Reports

Trustee Wing:

Wing requested another row of chairs in the Board room as well as map displayed for meetings.

Trustee Ayers:

Ayers reported on PORT updates on the Trail Master Plan and Pioneer Park. Ayers requested future discussion on noticing requirements for developments.

Trustee Albrecht:

Albrecht noted that she would like to re-examine the Town's Comprehensive Plan. Albrecht expressed concern about the permitting process for short-term rentals.

Trustee Hardy:

Hardy requested the Board have a discussion regarding metro districts.

Mayor Karspeck:

Karspeck reported on an MPO meeting and a letter regarding the upcoming rail project. Karspeck thanked the Board and staff for the meeting tonight.

Administrator Kirk:

Kirk spoke regarding the annexation process the Board saw tonight. Kirk reported on an upcoming study session on community development.

7. Adjourn

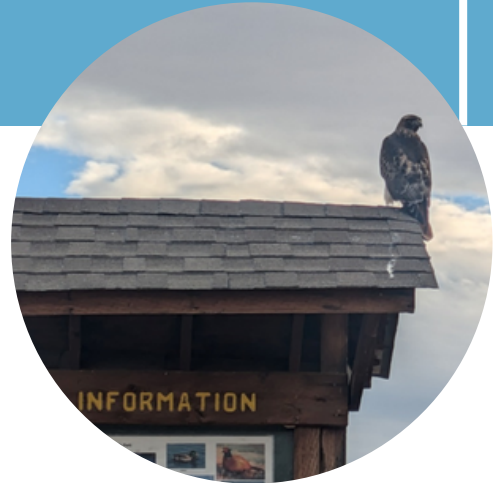
The meeting was adjourned at 11:27 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

Berthoud Board Update

November 2024



We have two fun events this month that support our business community and create community within the Town.

Shop Local: We have purchased \$75 gift cards from about 40 of our Berthoud-based businesses to give away. We will award 13 each week between Shop Local Saturday and December 23. We have also created a gift basket worth \$500 to give away as the grand prize. More information can be found at Berthoud.org/ShopLocal

Holiday Lights Contest: In its third year, we are encouraging Town of Berthoud residents to “Light it up”. All entries will appear on a map that can be found at Berthoud.org/holidaylights and there are prizes for Best Traditional, Best use of Inflatables, Brightest Business, People’s Choice, and Most Magnificent Miniature for people living in smaller spaces like apartments, condos, and mobile homes. Be sure to get out and vote for your favorite.



SHOP LOCAL & WIN

November 30 - December 23, 2024

**Drop off Your Receipts at
Town Hall or the Recreation Center
and You Could Win
One of 40 \$75 Gift Cards!**

Starting on Shop Small Saturday, shopping locally could win you a \$75 gift card or a gift basket worth \$500.

Every Monday for three weeks, we will be drawing 13 receipts to win a \$75 gift card. At the end of the three weeks, ALL submitted receipts will be entered to win a gift basket valued at over \$500.

Visit Berthoud.org/ShopLocal or scan the QR code for complete rules.



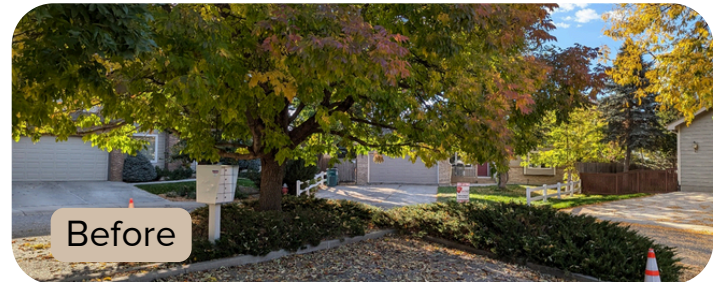
FORESTRY / OPEN SPACE

Submitted By Paul Furnas, Town Forester

Fall is finally here! The Forestry and Open Space department took advantage of the nice days to get some last minute summer projects in before the cold weather sets in. Forestry pruned 2 large city ash trees located in a cul-de-sac, removed trees and stumps from Pioneer park, prepped tree planting sites for next spring, finished fall tree plantings, and prepped new pots for Main Street for next year. The Open Space department experimented with new materials on trail surfaces, did final mowings on all town open spaces, and kept up on weed mitigation. Both departments worked together to blow out irrigation systems at the Recreation Center as well as other open spaces and took out ornamental pots on Main St.



The Forestry wrapped up the 2024 planting season with some final small trees around town. Overall the Forestry Department planted 52 trees this year all over town.



A couple of Ash tree in the center of the cul-de-sac at Hummingbird Pl were trimmed and raised up by Forestry Staff, cleaning up the trees, and allowing more room for vehicles parking underneath.



Healthy maples at Pioneer Park were limbed up to clean up their appearance.





Wrapping up Main St. pots for 2024



Annual pots were removed on Main Street and the irrigation systems were winterized in October.



Open Space staff did a final mow on all Open Space areas in October. The intent was that cutting the native grass over the winter will encourage these areas to bounce back with more vigor next spring.



After the bike park was finished, the Open Space department realized that the soil stabilizer used to keep the dirt in place on the jumps in the park, also works excellently to keep crusher fine trails in place longer. Open space staff used left over soil stabilizer from the bike park maintenance day in May to treat the new trail added to town park, as well as other know problem areas on crusher fine trails throughout town.



RECREATION

Submitted By Amanda Gustafson, Director of Recreation | Cultural Services

Operations, Memberships & Marketing

In September, significant progress was made across staffing, facility management, program development, customer service, and overall operational efficiency. To support team growth, new hire orientations and interviews were conducted for guest services, sports, and front desk roles. Additional support was provided to other team members as needed. To improve membership and product sales, especially given declining adult memberships, an incentive-based front desk game was implemented. Regular team meetings, including Full-Time, Team Lead, and Guest Service Staff meetings, were held to maintain clear communication and align objectives.

Sports & Programs



October was a busy and unique month, as sports programs from youth to adult wrapped up amidst changing weather. As fall programs closed and adult league champions were crowned, we also kicked off a new league for 1st-2nd grade basketball, with 15 teams and over 100 young players beginning practices. Looking ahead, winter registrations for youth and adult leagues open on November 1st, and the groundwork laid in October has prepared us well to welcome participants for the upcoming winter season. This ensures that our community will have plenty of indoor sports opportunities as the colder months set in.

Fitness & Active Adults

In October, we hosted the third event in our 2024 Healthy Life Challenges—the Zombie Run on October 19th. With 226 participants and 39 dedicated volunteers, it turned out to be an exciting and enjoyable evening. The event featured three different routes that covered the Waggener Farm Park property and a portion of Turner Middle School. Participants also enjoyed games, food trucks, and a costume contest to wrap up the night. Despite an overwhelming number of last-minute registrations, which made the event's operations feel a bit unorganized and hectic, the overall energy was lively and everyone had a great time. Our volunteers added a thrilling touch by dressing as zombies, chasing runners, and hiding along the trail to scare them, creating a memorable experience for everyone involved.



Aquatics

October was a productive month focused on operational management, staff training, program development, and safety protocols. Programming highlights included the successful launch and oversight of Tuesday/Thursday and Saturday swim lessons, coaching CARA swim team practices, and managing swim lesson schedules for November and December. Special projects included coordinating a Congresswoman's tour, participating in the CPRA Conference, and organizing an Oktoberfest booth.

ACTIVE ADULTS (50+)



This month, our Active Adults had another trip to the Candlelight Dinner Theater. This time the showing was Always, Patsy Cline.



STREETS DEPARTMENT

Submitted By Brandon Keegan, Streets Supervisor

In October, the Streets Department focused on installing thermoplastic markings, trimming weeds, and cleaning the Nielsen Ditch. We also got an early start this year on clearing fallen leaves in Old Town and have equipped all trucks with plows and sanders in preparation for the first snowstorm.



1 & 2) Nielsen drainage ditch- Streets crew cleaning the Nielsen drainage ditch 3) weed trimming around the 2nd St detention pond one last time for the year 4) straightening a sign on 2nd St that someone hit



1) The Streets Department repainted the tactical urbanism on 3rd street 2) installing new stop bars along Welch Ave. 3 & 4) installed a new pedestrian crossing on Greenwood Drive to accommodate the walking trail, following a request from a resident.



Oldtown- The streets crew is filling in the transition area between the curb, gutter, and sidewalk following repairs completed by Lucero Concrete



CR7-Streets crew grading county road 7



COMMUNITY DEVELOPMENT

Submitted By Anne Johnson, Planning Director

Building Division data for October, 2024:



New Residential
16 in October, 2024



New Commercial
1 in October, 2024



Number of "Other"
194 in October, 2024



Total Valuation
\$ 11,496,981.05



Engineering

Construction Site Inspections: 85
Town Projects Inspected: 50
Response to Citizen Questions: 7
MS4 Inspections: 6
ROW Inspections: 9
Other: Meetings / Inspections: 44

Planning



Public Assistance

Walk-ins : 6
Emails : 3,219
Phone calls : 94
Site Visits : 4



Pre-Application meetings : 6
Public Hearings/Applications presented : 4
Codes/Comp Plan Action Items in-process: 2
Applications in Process: 22



PARKS / CEMETERY

Submitted By Sami Kouns, Parks Supervisor

Parks/Cemetery

The month of October for both the Cemetery and Parks Departments was spent wrapping up one season of work, preparing for another, and working to accomplish big projects in the process. Oktoberfest marked the end of events season for the Parks Department. The leaf pick-ups meant the end of the summer's busy season which also meant it was time for irrigation blow outs. There were also big strides made at the Community Garden. This reconstruction process brings us closer to the conclusion of that project scheduled for the end of 2025. Winter and snow are just around the corner, and we are all trying to take advantage of the warm weather while we can.



Oktoberfest this year was held at the new Town Park for the first time. The west Town South ballfield fence (the east Town park fence) had to be taken down for the event to allow space for the vendors, and then reinstalled following the event.



Cemetery – Irrigation Blowouts

The cooler weather and the slow grass growth meant that irrigation blowout season was upon us. Every single park throughout town with irrigation had to have the system cleared of as much water as possible to keep the system in good working order for next year. It takes two to three weeks to get through every park, system, and zone in town.





Sod Installation - Before irrigation was turned off, new sod was installed in care spots and on top of graves at the Green Lawn Cemetery, to maintain the aesthetic and keep the public happy. The sod also helps with weed management in these areas.



The Community Garden on the west side of Pioneer Park has been undergoing upgrades to enhance the space. One such upgrade has been the irrigation. The system used to run off only two valves, but an additional valve was added to accommodate more garden beds, and new irrigation piping was laid to get water to every bed, tree and bush in the garden.

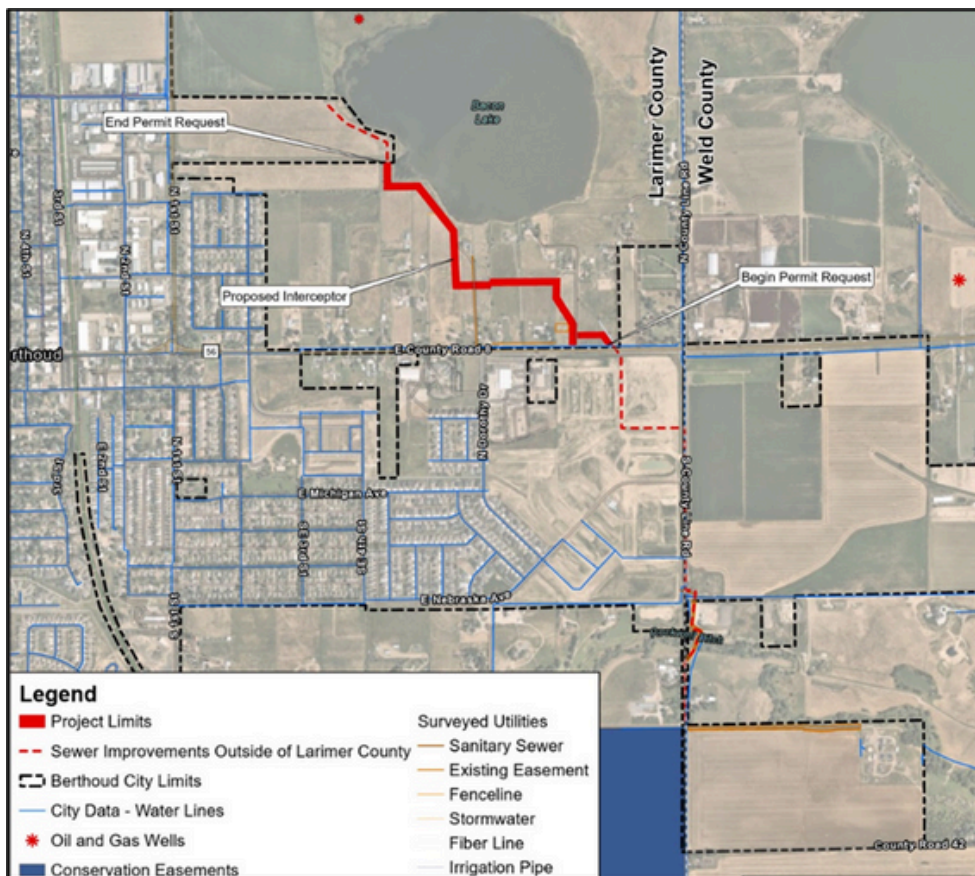


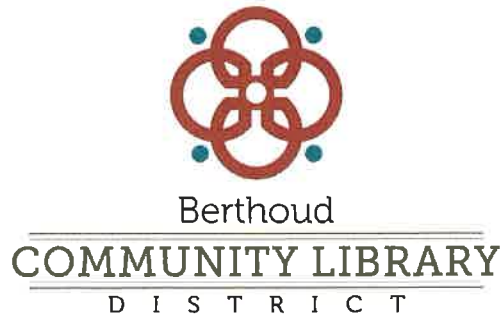
WATER / WASTEWATER

Submitted By Marie Mitchell, Administrative Tech / Water

The Wastewater Reclamation Facility (WRF) Improvement Phase 1AA is underway. Equipment specifications are being reviewed for mixers and the baffle walls. Phase 1AA involves ancillary improvements to support nutrient removal efficiency while Phase 1A is in progress. Key upgrades include the installation of LP-MINION mixers and baffle walls in existing basins. These components create optimal low-oxygen (anoxic) and no-oxygen (anaerobic) zones needed for nutrient removal, allowing microorganisms to break down nitrogen and phosphorus efficiently. The improvements in Phase 1AA provide an interim solution for nutrient control and support regulatory compliance, ensuring effective operations until the full Phase 1A Biological Nutrient Removal (BNR) upgrades are completed.

The application for a 1041 Permit has been submitted to Larimer County for the Bacon Lake Sewer Interceptor and Water Transmission Line Project. The purpose of the 1041 Permit application is to ensure that the project meets all regulatory requirements under Colorado's Areas and Activities of State Interest Act. This permit is essential for verifying that the project aligns with Larimer County's standards for environmental protection, infrastructure impact, and community safety. This thorough review process will confirm that the project responsibly supports Berthoud's growth while protecting local environmental and community resources.





November 15, 2024

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

Dear Mr. Samora:

On October 9, 2024, the Berthoud Community Library District Board of Trustees selected Julie Oelman to fill a four-year library trustee term, 1/1/2025 – 12/31/2028.

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

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

Thank you for your attention to this matter.

Sincerely,

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

Amie Pilla
Library CEO



Berthoud
COMMUNITY LIBRARY
DISTRICT

Board of Trustees Member Application

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

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

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

Date November 16, 2020

Name Julie Oelman

Email: --

Phone

*Contact info redacted
for privacy*

Address 730 Sunbird Lane, Berthoud

How long have you lived in this area? 7 years

Occupation Attorney

Employer Self

Title Principal

❖ **Term being applied for is January 2021 – December 2024**

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

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

❖ Are you a library cardholder? ☒ yes ☐ no

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

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

When I moved to Berthoud in 2013, I was amazed to find Berthoud Community Library District. What a bonus to this community! I am an avid reader and a true believer in the ability of books to bring the world to the reader and thereby expand horizons. Since, my initial introduction to BCLD, I have also experienced the wonderful community that BCLD houses within its walls from non-partisan ballot initiative talks, to book club to summer reading incentives there is always something fun and welcoming going on within the library walls. I have been impressed with the BCLD response to COVID. All of these touchpoints and more make this an attractive opportunity to which to give my volunteer time.

What strengths would you bring to the Board of Trustees?

I have a long record of volunteer activity and board service. I truly enjoy organizational development and helping to enrich communities. As an attorney I bring legal expertise to policy and other discussion topics. I have a collaborative work style and enjoy helping to create sustainable organizations.

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

I think it is important for the library district to continue to provide the Berthoud community with traditional library services, educational opportunities, cultural enrichment, and exposure to all the places that books can take a reader. Some of the additional programming and social opportunities that BCLD provides are also important. I don't know that I can choose what is the most important. I do think that there may be additional opportunities to add additional services that may be needed in our community, but I don't know what those might be. I would be very interested in learning more as a trustee about the BCLD process for looking at this topic.

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

- Colorado Horse Rescue (current board member, past President and Secretary)
- Dry Creek Lateral Ditch (current board member)
- Summit Dog Rescue (founder, former board member)
- Art Resources in Teaching (former auxiliary board member)
- Women's Law Caucus (former board member, President and Vice President)
- Member of Colorado, Illinois and Missouri Bars
- Women's Network at Black Creek (volunteer and participant in corporate book club and other programming)
- American Society of Interior Designers (student chapter President and Vice President)

Any other comments?

I look forward to learning more as this process unfolds.

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



November 15, 2024

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

Dear Mr. Samora:

On November 13, 2024, the Berthoud Community Library District Board of Trustees selected Nicole Buendia to fill a four-year library trustee term, 1/1/2025 – 12/31/2028.

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

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

Thank you for your attention to this matter.

Sincerely,

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

Amie Pilla
Library CEO



Berthoud

COMMUNITY LIBRARY
DISTRICT

Board of Trustees Member Application

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

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

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

Date 23 Sept. 2024

Name Nicole Buendía

Email: _____ Phone _____

*Contact info redacted
for privacy*

Address 1040 7th St Berthoud, CO 80513

How long have you lived in this area? Since June 2024

Occupation Vet Assistant

Employer Vista Animal Hospital Title Vet Assistant

- ❖ Term being applied for is January 2023 – December 2026
- ❖ The Berthoud Community Library District (BCLD) Board of Trustees normally meets on the 2nd Wednesday of each month at 7:00 pm. Are you able to meet at that time? ☒ yes ☐ no
- ❖ The term for this appointment is four years. Are you able to commit to serving this term? ☒ yes ☐ no
- ❖ Are you a library cardholder? ☒ yes ☐ no
- ❖ How did you learn of this Library Board of Trustees opening? Kathy

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

Libraries have always been a safe space for me. Using their resources to learn and grow has impacted me in numerous ways. I want to give back to the library community now that my family has put down roots in Berthoud.

What strengths would you bring to the Board of Trustees?

Creativity, organizational skills, flexible, resourceful.

I like to ~~celebrate the~~ organize and plan gatherings celebrating little known holidays and important dates. I believe I could help the board and our community plan events for community engagement.

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

Book clubs, maker spaces, a place for community events, provide access to technology.

I think listening to community needs and providing the space, access, and/or materials needed to meet the moment.

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

Good Life Refuge - volunteer

Red Rock Search & Rescue - Volunteer (previous exp. in NV)

Any other comments?

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

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	November 26, 2024
Agenda Title/Subject:	City of Fort Collins 2025 FLEX IGA
Type of Item:	Consent Agenda
Purpose:	Approve IGA between the City of Fort Collins and the Town of Berthoud
Presented by:	Brian Dubois

ATTACHMENTS:

- 2025 City of Fort Collins FLEX Intergovernmental Agreement

BACKGROUND:

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

In exchange for the service being provided to Berthoud, the Town agrees to contribute to the direct and indirect costs of operating FLEX. Using ridership data, Transfort calculates the cost share for each entity served by the system, including Berthoud. For 2025, the Town’s portion of the cost for the FLEX service is \$33,304. To offset this cost, the Town also allows Transfort to withhold Federal transit funding from Urbanized Area Formula grant funding that the Town would otherwise receive.

UPDATE/NEXT STEPS:

- No additional steps are needed if approved.

FISCAL IMPACT AND FUND SOURCE:

- 5307 Funds from yearly FTA Funds

COMMUNITY TOUCHSTONES:

- Most pertinent to *Resiliency*

RECOMMENDED ACTION(S):

Approve the Intergovernmental Agreement as part of the Consent Agenda.

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

This Agreement is made this _____ day of _____, 2025 between the **City of Fort Collins, Colorado**, a municipal corporation (hereinafter “Fort Collins”), and the **Town of Berthoud, Colorado**, a public body corporate and politic (hereinafter “Berthoud”) (Fort Collins and Berthoud collectively may be referred to as the “Parties” or, individually, as a “Party”).

RECITALS

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

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

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

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

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

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

AGREEMENT

1. The foregoing recitals are hereby incorporated as though fully set forth herein.
2. Fort Collins shall provide connector bus service, FLEX, in accordance with the terms of this Agreement and as specifically identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference, throughout the term of this Agreement. The services identified and described in **Exhibit A** are subject to increase, modification, reduction, termination, and pursuant to this **Section 2** and **Section 13** of this Agreement.
 - a. Increased service beyond that described in **Exhibit A** may be provided by Fort Collins, at its sole discretion, to the extent Fort Collins determines appropriate given the demand for service and available resources. Prior to providing additional service at Fort Collins’ expense, Fort Collins shall provide advance written notice to the Partners. Prior to providing additional service with

Partner contribution, Fort Collins and the Partners will amend **Exhibit A**, and the respective cost share associated with the change pursuant to **Section 6** if the Partners all agree to such additional service and respective costshare. If the Partners and Fort Collins cannot agree to amend **Exhibit A** for the additional service then any such additional service that exceeds the services described in **Exhibit A** may be reduced or stopped by Fort Collins, at its sole discretion. Prior to reducing or stopping any such additional service, Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice to the Partners.

- b. In the event Fort Collins determines that circumstances require modification of FLEX services as described in **Exhibit A** to better accommodate the demand for service or the efficient provision of service, Fort Collins shall be entitled to implement such modification at its sole discretion. Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice of any such modification to the Partners.
3. This Agreement shall commence on January 1, 2025, and shall continue in full force and effect until December 31, 2025, unless sooner terminated as herein provided.
4. Fort Collins agrees that all services provided under this Agreement shall be consistent with Transfort system operating policies and procedures, as the same may be amended, from time to time, in Fort Collins' sole discretion, and that all such services shall be consistent with the Transfort operation schedule.
5. In consideration of the services provided by Fort Collins under this Agreement, and the mutual financial commitments herein made, Berthoud agrees to contribute to the direct and indirect costs of operating FLEX, as supplemented by such additional federal or state grant funds as may be available therefor. The Parties agree to use ridership data to formulate the cost share associated with each Partner. Based on average ridership data from 2019, 2021 and 2022 for each term of this Agreement, Berthoud's share of direct and indirect costs of operating FLEX for the year 2025 is \$33,304 subject to **Sections 6 and 7**. Berthoud shall pay to Fort Collins this amount less its pro rata share of any FLEX Fare Revenue and FLEX Revenue, pursuant to **Section 6**. Fort Collins will invoice Partners within thirty (30) days of execution of the Agreement for the FLEX service provided in 2025. Such payment shall be made within sixty (60) days after receipt of an invoice.
6. The Parties acknowledge and agree that the budget proposal for operation of FLEX for 2025 as described in **Exhibit B**, attached hereto and incorporated herein by this reference, includes estimated operation expenses, projected FLEX Revenue, and anticipated revenues from bus fares pursuant to **Section 9** ("FLEX Fare Revenue").
 - a. The Parties agree that all FLEX Revenue and FLEX Fare Revenue shall be used to supplement FLEX operation expenses to equally benefit the Parties. The Parties acknowledge and agree that, based on variables such as ridership and the actual amount of applicable grant funding awarded, the true FLEX Revenue and FLEX Fare Revenue may differ from the estimates described in **Exhibit B**. Therefore, adjustments to the Parties' cost contributions may be necessary from time to time and may be approved by mutual written agreement of the Parties' Representatives.

- b. Federal or state grant funds as may be available, including any FASTER funds awarded, shall be included in the FLEX Revenue.
 - c. Any additional revenues collected by Berthoud from the operation of FLEX shall be remitted to Fort Collins. Such revenue, and any additional revenues collected by Fort Collins from the operation of FLEX, shall be included in the FLEX Revenue.
 - d. If FLEX Revenue and FLEX Fare Revenue for 2025 is insufficient to meet the budget for operation of FLEX, the Parties may elect to appropriate and pay their pro rata share of any shortage. If either Party does not appropriate and pay its pro rata share of the shortage in FLEX Revenue and FLEX Fare Revenue, Fort Collins in its sole discretion may reduce FLEX services as necessary to reduce operating expenses in an amount sufficient to address such a shortage or terminate FLEX service. Prior to any reduction in service or termination, Fort Collins shall provide advance written notice to the Partners.
- 7. The Parties agree to run a ridership analysis on a triennial basis and adjust cost shares according to ridership quantities relative to each Partner. The next analysis will be conducted in 2026. Ridership data will be an average of the previous three (3) years of service.
 - 8. Fort Collins Transfort buses will utilize Regional Transportation District (hereafter “RTD”) stops in Boulder County, or as otherwise agreed upon by the Parties.
 - 9. The basic cash fare to be charged for FLEX shall be One Dollar and Twenty-Five Cents (\$1.25) per ride; however, Fort Collins currently is not charging fares for the Transfort bus system. Nevertheless, Fort Collins in its sole discretion shall be entitled to modify the fare to be charged as necessary for the efficient and cost-effective operation of FLEX, provided that advance written notice of any such modification is provided to the Partners. All Fort Collins discounted fare categories for Transfort bus service will apply to FLEX. Fort Collins shall collect any fares due from passengers and accurately record and account for such fare receipts and ridership levels. Fort Collins shall prepare quarterly reports of such receipts and ridership levels and shall provide such quarterly reports to the Partners.
 - 10. All Fort Collins and City of Loveland bus pass programs will be accepted as full fare to ride FLEX. Transfers from FLEX to the Transfort or COLT bus systems will be honored. RTD Eco Pass will be accepted as full fare to ride FLEX; however, free transfers from FLEX to RTD will not be honored.
 - 11. Each Party shall designate a representative (“Party’s Representative”), who shall be responsible for managing such Party’s performance of the terms of this Agreement and shall provide the other Party with written notice thereof, along with the address, telephone, and email information of the Party’s Representative. All notices to be provided under this Agreement shall be provided to the Parties’ Representatives. Any notice pursuant to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, and addressed to the Party’s Representative. Any such notice shall be deemed given upon hand-delivery to the Party’s Representative, delivery to their address, or three (3) days after mailing.

If to Fort Collins:

City of Fort Collins

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

With a copy to:

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

If to Berthoud:

Town of Berthoud
Assistant to the Town Administrator
807 Mountain Ave
Berthoud, CO 80513

12. The Parties agree to cooperate fully, to a reasonable extent, in the development and implementation of any surveys or studies undertaken by the other Party to evaluate demand, usage, cost, effectiveness, efficiency, or any other factor relating to the success or performance of FLEX or the need for such service. Such cooperation shall not require the expenditure of funds more than the specific amounts set forth in **Section 5** and **Exhibit B**, however, unless approved in writing and duly appropriated by the Parties.
13. The Parties acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each respective Party and shall not constitute or give rise to a general obligation or other indebtedness of either Party within the meaning of any constitutional or statutory provision or limitation of the State of Colorado, nor a mandatory charge or requirement against either Party in any ensuing fiscal year beyond the current fiscal year. If the governing body of either Party fails to budget and appropriate funds for its share of expenses as described in this Agreement, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.
14. In the event a Party has been declared in default, such defaulting Party shall be allowed notice thereof from the Party declaring default and a period of thirty (30) days within which to cure said default. In

the event the default remains uncorrected, the Party declaring default may elect to terminate the Agreement and so notify the defaulting Party in writing. Any amounts due to the non-defaulting Party shall be paid within fifteen (15) days of the date of notice of termination is received.

15. Liability of the Parties shall be apportioned as follows:

- a. Fort Collins shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Fort Collins be found liable as a result of any action or omission of Fort Collins or its officers, employees, and agents, in connection with the performance of this Agreement.
- b. Berthoud shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Berthoud be found liable as a result of any action or omission of Berthoud or its officers, employees, and agents, in connection with the performance of this Agreement.
- c. Nothing in this **Section 15** or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Parties may have under the Colorado Governmental Immunity Act (Section 24-10-101, *et seq.*, C.R.S.) or any other defenses, immunities, or limitations of liability available to any Party by law.
- d. Any liability of the Parties under this Agreement shall be subject to appropriation of funds by their respective governing bodies.
- e. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

16. This Agreement embodies the entire agreement of the Parties about the FLEX program. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or agreed to pursuant to **Section 18**.

17. The Parties may not assign any part of this Agreement or its rights hereunder without the express written consent of all of the Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

18. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties' Representatives, except as provided herein.

19. The laws of the State of Colorado shall be applied to the interpretation, execution and enforcement of this Agreement. The Parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and the United States, and imposed upon the Parties by their respective charters, municipal codes and other similar documents and, subject to such

constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall any party exercise any power or take any action which shall be prohibited by applicable law.

20. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.
21. Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or prevent that Party thereafter from enforcing each and every other provision of this Agreement.
22. This Agreement does not and is not intended to confer any rights or remedies upon any entity or person other than the Parties.
23. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart.
24. This Agreement may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101, *et seq.* Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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

CITY OF FORT COLLINS, COLORADO

a municipal corporation

By: _____
Kelly DiMartino, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

TOWN OF BERTHOUD, COLORADO

By: _____
Town Administrator

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

FLEX service will be provided within the following parameters:

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

Service Area Maps:

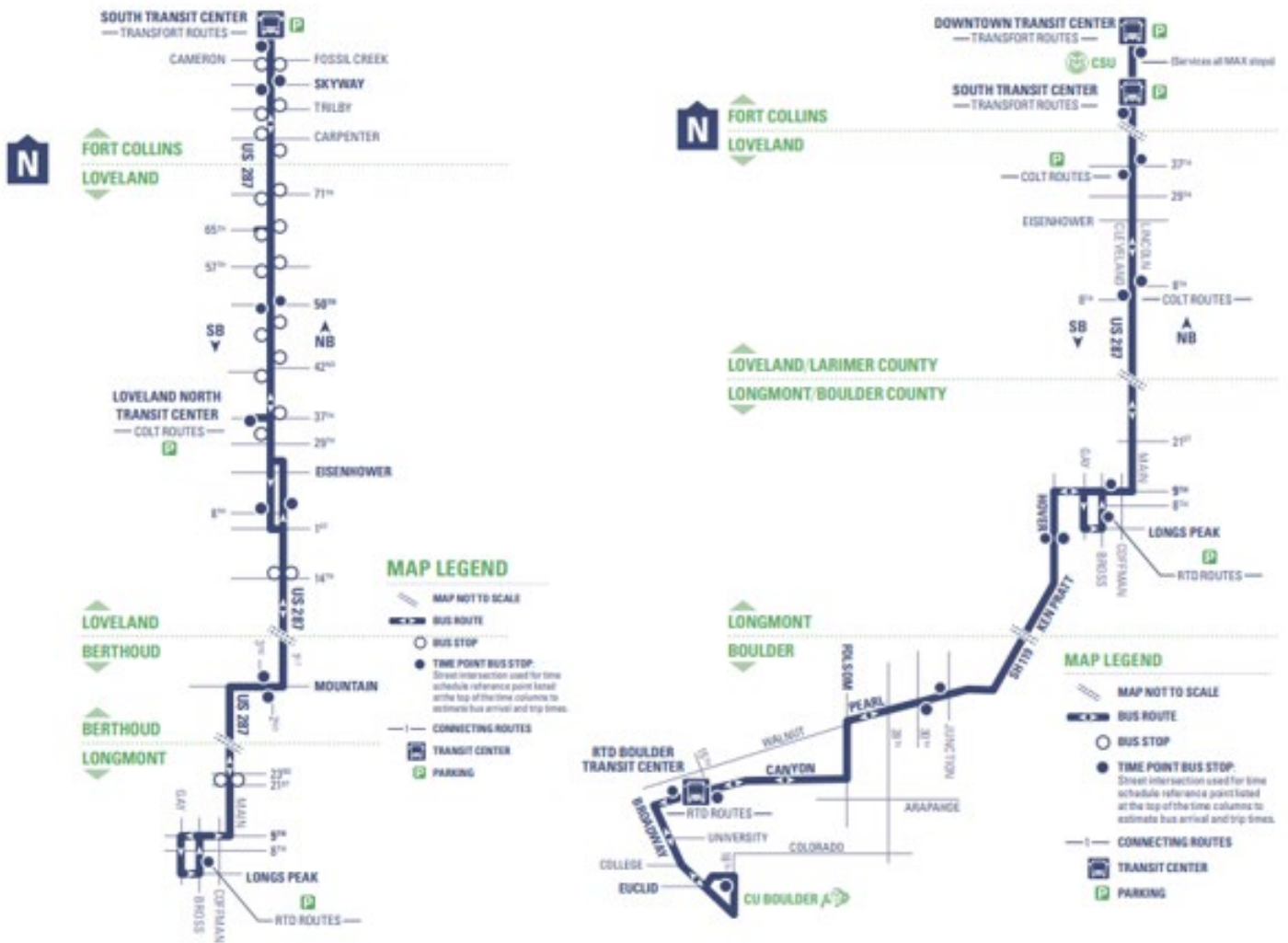


EXHIBIT B

2025 PARTNER SHARE CALCULATION WITHOUT FASTER FUNDS

	2023	2024	2025
Operating Cost	\$ 2,161,806	\$ 2,248,278	\$ 2,338,209
Fares	N/A	N/A	N/A
CMAQ Flex to Boulder Enhancement	\$ 225,102	N/A	N/A
EcoPass Reimbursement	\$ 5,000	N/A	N/A
FASTER Funding	\$ 200,000	\$ 200,000	\$ -
CSU Contribution	\$ 63,193	\$ 65,089	\$ 67,041
Remainder to be split among partners	\$ 1,668,511	\$ 1,983,189	\$ 2,271,168

	% Passenger Activity (2019, 2021, 2022)	Amount Owed	Less 5307 Contribution	Loveland's Additional FY25 5307 Withheld Amount	Loveland's Amount Owed
Fort Collins	46.69%	\$ 1,060,467	\$ 831,637		
Loveland	32.32%	\$ 734,115	\$ 630,095	\$ 315,047	\$ 315,047
Longmont	7.28%	\$ 165,413			
Boulder County	6.25%	\$ 142,056			
City of Boulder	5.23%	\$ 118,699			
Berthoud	2.22%	\$ 50,419	\$ 33,304		
Total		\$ 2,271,168			

Fort Collins UZA 5307 Breakdown	% TMA Service Area Population	\$
Fort Collins	65.38%	\$ 228,830
Loveland	29.72%	\$ 104,020
Berthoud	4.89%	\$ 17,115

***highlight = total owed by partner**

2025 PARTNER SHARE CALCULATION WITH FASTER FUNDS

	2023	2024	2025
Operating Cost	\$ 2,161,806	\$ 2,248,278	\$ 2,338,209
Fares	N/A	N/A	N/A
CMAQ Flex to Boulder Enhancement	\$ 225,102	N/A	N/A
EcoPass Reimbursement	\$ 5,000	N/A	N/A
FASTER Funding	\$ 200,000	\$ 200,000	\$ 200,000
CSU Contribution	\$ 63,193	\$ 65,089	\$ 67,041
Remainder to be split among partners	\$ 1,668,511	\$ 1,983,189	\$ 2,071,168

	% Passenger Activity (2019, 2021, 2022)	Amount Owed	Less 5307 Contribution	Loveland's Additional FY25 5307 Withheld Amount	Loveland's Amount Owed
Fort Collins	46.69%	\$ 967,082	\$ 738,252		
Loveland	32.32%	\$ 669,469	\$ 565,449	\$ 282,724	\$ 282,724
Longmont	7.28%	\$ 150,847			
Boulder County	6.25%	\$ 129,546			
City of Boulder	5.23%	\$ 108,246			
Berthoud	2.22%	\$ 45,979	\$ 28,864		
Total		\$ 2,071,168			

Fort Collins UZA 5307 Breakdown	% TMA Service Area Population	\$
Fort Collins	65.38%	\$ 228,830
Loveland	29.72%	\$ 104,020
Berthoud	4.89%	\$ 17,115

***highlight = total owed by partner**

BOARD OF TRUSTEES INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	November 26, 2024
Agenda Title/Subject:	Request to waive certain building permit fees in accordance with Ordinance 847
Type of Item:	Regular Item
Purpose:	Request made by Berthoud Habitat for Humanity to waive certain building permit fees for two homes to be constructed on North 4th Street (1768 and 1772 North 4th Street)
Presented by:	Chris Kirk, Town Administrator

ATTACHMENTS:

- Letter of request from Berthoud Habitat for Humanity dated October 1, 2024
- Estimated Fees
- Ordinance 847

BACKGROUND:

Habitat for Humanity, has provided a letter of request to waive certain building permit fees associated with building permits at 1768 and 1772 North 4th Street.

On March 28, 2003, the Town Board of Trustees adopted Ordinance No. 847 to promote home ownership for persons of lower income. This Ordinance gives the Board of Trustees the authority to waive any or all fees for a maximum of two houses per year. Per Ordinance 847, Berthoud Habitat for Humanity, or other non-profit tax exempt organizations comparable to Habitat for Humanity, may make application to the Board of Trustees for the waiver of a portion of, or all capital investment fees, raw water dedication fees, building permit fees, park development fees, park acquisition fees and other related fees collected by the Town. This is the only request received in 2023.

The home itself is being built by students in partnership with Thompson Valley High School's Geometry in Construction program. It will be moved to 1768 4th at the end of the school year with finish work to follow on-site. The total estimated cost of all standard building permit fees for each home is \$31,280.76.

Past requests from Berthoud Habitat for Humanity have resulted in the Town Board waiving fees except for the water tap/plant investment fee (\$6,900), ALFA Line Agreement fee (\$550), and wastewater tap/plant investment fee (\$5,995). Both water and wastewater enterprise funds have a substantial amount of debt, and any waiver of those charges would need to be backfilled by the general fund. SAFEBuilt has also agreed to waive its fees for their review of approximately \$4,160.63.

The estimated building permit fee was \$31,280.76 before fee reduction. The building permit fee is suggested to be reduced to \$13,445 (ALFA Line Agreement fee, water and wastewater tap/plant investment fees). This reduction represents a total cost savings of \$17,835.76.

UPDATE/NEXT STEPS:

If approved, the building permit can be issued.

FISCAL IMPACT AND FUND SOURCE:

The Town's fiscal impact is a loss per permit of approximately \$7,915.13 in fees. If Habitat for Humanity is a tax-exempt entity, the estimated reduction of \$5,760 in Town and County taxes will also be realized. SAFEBuilt has agreed to waive \$4,160.63 in their third-party inspection fees.

The positive impact to the community is the inclusion of two new residential homes being occupied in Berthoud.

COMMUNITY TOUCHSTONES:

Consideration of this request does support the Touchstones of Resilience, Sustainability and Community Identity. Availability of housing for residents is an important component of a balanced, resilient and sustainable local economy. All residents contribute to the identity a community attains and should represent a broad cross-section of the population.

RECOMMENDED ACTION(S):

Suggested Motion for Approval:

I move to approve the request of the Berthoud Habitat for Humanity to waive fees for the homes at 1768 North 4th Street and 1772 North 4th Street, except for the water tap/plant investment fee (\$6,330), the wastewater tap/plant investment fee (\$5,500) and the ALFA Line Agreement fee (\$550).

October 1, 2024

Dear Town of Berthoud Mayor & Board of Trustees ~

On behalf of Berthoud Habitat for Humanity, we are respectfully requesting your consideration of waiving the fees associated with the building and construction of our next two Habitat homes, to be built within town limits per Ordinance #847.

The addresses for said homes are as follows:

- 1768 N 4th St. – being built in partnership with the Thompson School District by the Geometry in Construction program at Thompson Valley High School
- 1772 N 4th St. – will be stick built primarily by volunteer labor

Our request to you is founded on the concept that the Town of Berthoud made the decision in 2003 to support affordable housing for low-income families by developing and passing Ordinance 847 which grants Berthoud Habitat for Humanity a waiver for building fees for up to two homes per year respectively.

The support that Berthoud Habitat for Humanity has received from the Mayor and Trustees to promote homeownership for low-income families in our community has made a significant difference in building 21 completed homes to date, with the 22nd home currently under construction with an anticipated completion the end of October 2024.

Given the high cost of home building, the fee waiver support that the town provides is a critical component of our success in helping our low-income partner families purchase affordable homes with zero-interest mortgages.

We understand that per Berthoud's Ordinance #847, the recipient's income must remain below the designated threshold. Accordingly, our current homeowners' gross income must fall within the 40% - 80% AMI range for Larimer County. We are committed to remaining diligent in adhering to this restriction and understand the importance of this requirement.

We are hopeful the Town of Berthoud will waive the requested fees for these two homes.

We appreciate your consideration of this request. Should you have any questions or concerns, please don't hesitate to contact me at (303) 818-0203.

Sincerely,



Tiffany D. Brodie
Executive Director

Town of Berthoud

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

Fee Item	Estimated Fee
Plan Review - 50% (Valuation)	1336.88
Main_Floor_SqFt: 803.00	
M__2nd_Floor_Sf: 1.00	
M__3rd_Floor_Sf: 1.00	
Basement_Finished_SqFt: 100.00	
Residential Electrical - Fee SF Based	100.00
Park Development Impact Fee	2718.00
Main_Floor_SqFt: 803.00	
M__2nd_Floor_Sf: 1.00	
M__3rd_Floor_Sf: 1.00	
Basement_Finished_SqFt: 100.00	
Public Facilities Fee (Residential)	581.00
Main_Floor_SqFt: 803.00	
Garage_SqFt: 240.00	
M__Covered_Patio_Sf: 62.00	
Deck_SqFt: 1.00	
M__Porch_Sf: 1.00	
Park Dedication Impact Fee	679.60
Main_Floor_SqFt: 803.00	
M__2nd_Floor_Sf: 1.00	
M__3rd_Floor_Sf: 1.00	
Basement_Finished_SqFt: 100.00	
Storm Drainage Fee	929.88
Main_Floor_SqFt: 803.00	
M__2nd_Floor_Sf: 1.00	
M__3rd_Floor_Sf: 1.00	
Basement_Finished_SqFt: 100.00	
Admin Fee	50.00
Technology Fee	50.00
Main_Floor_SqFt: 803.00	
M__2nd_Floor_Sf: 1.00	
M__3rd_Floor_Sf: 1.00	
Basement_Finished_SqFt: 100.00	
Residential Road Impact Fee	2083.00
M__Material_Cost: 120000.00	
1% Sales Tax 1998 - Materials	1200.00
M__Material_Cost: 120000.00	
1% Sales Tax 2019 - Materials	1200.00
M__Material_Cost: 120000.00	
2% Sales/Use Tax - Material	2400.00
M__Material_Cost: 120000.00	
Larimer County Tax .8% - Material	960.00
Per Unit: 1.00	
ALFA Line Fee (per unit)	550.00

This is just an estimate. Actual permit fees may vary.

Town of Berthoud

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

Town of Berthoud

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

Construction Water	25.00
Raw Water System Investment	245.00
Waste Water Plant Investment - Tap Size - 3/4 inch	5995.00
Water Plant Investment - Tap Size - 3/4 inch	6900.00
Building Residential - Valuation Permit Fee	2673.75
Estimated_Valuation: 400000.00	
Residential Temp Electrical Meter	85.00
MS4 Permit-Berthoud Erosion Control Permit	50.00
Meter Assembly Fee 3/4"	468.65
Total Estimate	\$31,280.76

This is just an estimate. Actual permit fees may vary.

Town of Berthoud

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

ORDINANCE NO. 847

AN ORDINANCE TO PROMOTE HOME OWNERSHIP FOR PERSONS OF LOWER INCOME IN THE TOWN OF BERTHOUD, LARIMER AND WELD COUNTIES, COLORADO

WHEREAS, the Board of Trustees has determined that it is necessary to preserve the economic diversity of the Berthoud community; and,

WHEREAS, construction costs for single family homes coupled with increased municipal fees have made it difficult, if not impossible, for persons of lower income to purchase a home and thereby participate in the community as home owners; and,

WHEREAS, the Board of Trustees has determined that it is appropriate to waive a portion or all of the fees collected by the Town of Berthoud for those non-profit and tax-exempt organizations which encourage or provide opportunities for home ownership to persons with lower incomes;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, LARIMER AND WELD COUNTIES, COLORADO:

Section 1.

Berthoud Habitat for Humanity, or other non-profit tax-exempt organizations comparable to Habitat for Humanity, may make application to the Board of Trustees for the waiver of a portion of or all capital investment fees, raw water dedication fees, building permit fees, park development fees, park acquisition fees and other capital related fees collected by the Town.

As a condition of the Town's waiver of these fees, the non-profit tax-exempt organization must contractually agree that, for a period of ten (10) years the property will be owned and occupied by an individual or family which would be classified economically as low income. If, during this period, there is a transfer of the property or occupancy of the property to a person or persons who do not qualify as low income, according to the Larimer County income guidelines, then the Town will be entitled to payment of the then current fees for a comparable dwelling unit.

The Town Board will consider waiving these fees for a maximum of two houses per year.

In order to assist in establishing sufficient funds to further Habitat for Humanity's low income housing purposes, the Board of Trustees hereby waives the

fees which are due for the residence constructed at 106 Welch Avenue, Berthoud, Colorado. All profits generated from the first sale of the residence must be used to construct low income housing or develop the land for low income housing within Berthoud.

Section 2. Effective Date

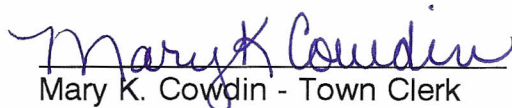
The Board of Trustees of the Town of Berthoud herewith finds, determines and designates that this ordinance shall take effect and be in force thirty (30) days after publication.

At its meeting on March 14, 2000, a public hearing was set by the Board of Trustees of the Town of Berthoud for its meeting held on the 28th day of March, 2000. After the public hearing, the Ordinance was read, passed and ordered published by the Board of Trustees at its meeting this 28th day of March, 2000.

TOWN OF BERTHOUD

ATTEST:


Richard Strachan - Mayor


Mary K. Cowdin - Town Clerk

Published: 3-30-00

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	November 26, 2024
Agenda Title/Subject:	Youth Advisory Committee Update Presentation and Residency Update
Type of Item:	Regular Item
Purpose:	The Youth Advisory Commission will present their annual update. This request also includes a resolution that would update the residency requirements of the Youth Advisory Commission.
Presented by:	Youth Advisory Commission

ATTACHMENTS:

- Resolution 2024-17 Revising Residency Requirements for the Youth Advisory Commission – Redline
- Resolution 2024-17 Revising Residency Requirements for the Youth Advisory Commission - Clean

BACKGROUND:

The Berthoud Youth Advisory Commission will provide an update presentation to the Town Council, highlighting their accomplishments and activities over the past year.

The attached resolution revises the residency requirements for the Berthoud Youth Advisory Commission, expanding eligibility for service on the Commission to all students who reside within the Town of Berthoud. Previously, the requirement required that students must not only live in Berthoud but also attend school within the town limits in order to be eligible to serve on the Commission. This change aims to more community involvement by allowing any student living in Berthoud, regardless of their school location, the opportunity to contribute to the Commission's work.

UPDATE/NEXT STEPS:

Additional action will not be needed.

FISCAL IMPACT AND FUND SOURCE:

There is not a fiscal impact with this request.

COMMUNITY TOUCHSTONES:

The work of a Youth Advisory Commission contributes to the community touchstones of

Community Identity, Resiliency, and Sustainability by empowering young people to actively engage in shaping the future of their town, fostering a sense of belonging, adaptability, and long-term vitality for the community.

RECOMMENDED ACTION(S):

A Board Member may make a motion to approve Resolution 2024-17 to revise the residency requirements of the Youth Advisory Commission. Followed by a second and a roll call vote.

TOWN OF BERTHOUD, COLORADO
RESOLUTION NO. XX
(Series 2024)

A RESOLUTION TO ESTABLISH YOUTH ADVISORY COMMISSION

WHEREAS, the Board of Trustees of the Town of Berthoud (Town) has determined that it would be in the best interest of the Town to obtain the input and engagement of youth residing in the Town and adjacent suburban areas; and

WHEREAS, the Town finds that the formation of a Youth Advisory Commission would provide an opportunity to develop leadership skills in local youth, expose youth to public sector service, and provide a source of valuable youth input to the Board of Trustees; and

WHEREAS, the Town intends to establish the Youth Advisory Commission as an advisory Board of the Town, comprised of seven members at least thirteen years of age who are full-time students ~~at a school located~~ within the Town; and

WHEREAS, the Board of trustees may from time to time designate a staff member and board liaison to assist with the oversight and direction of the Commission; and

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

1. An advisory body to be known as the Berthoud Youth Advisory Commission is hereby established, effective at such time as its initial members are nominated and selected by the Town Board of Trustees.-
2. The budget of the Youth Advisory Commission shall be determined annually by the Town as part of its budget process.
3. The Commission shall consist of seven members, all of whom shall be full-time students with the Town ~~at a Berthoud school~~ and at least thirteen years of age.
4. Appointments to the Commission shall be made by the Board of Trustees as with other Town Boards and Commissions.
5. The terms for the commission members shall be set for each applicant based on age and availability, but shall be no more than two years in length. Beyond that, the Commission may establish its own by-laws and procedures for nomination of candidates and conduct of meetings.

6. The Town Board of Trustees may from time to time appoint adult supervisors, staff support, and Trustee liaisons as may be necessary or desirable to further the purposes of the Commission.

**INTRODUCED, MOVED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE
TOWN OF BERTHOUD THIS 8th DAY OF OCTOBER, 2024.**

TOWN OF BERTHOUD, COLORADO
RESOLUTION NO. 17
(Series 2024)

**A RESOLUTION TO REVISE RESIDENCY REQUIREMENTS OF THE YOUTH
ADVISORY COMMISSION**

WHEREAS, the Board of Trustees of the Town of Berthoud (Town) has determined that it would be in the best interest of the Town to obtain the input and engagement of youth residing in the Town and adjacent suburban areas; and

WHEREAS, the Town finds that the formation of a Youth Advisory Commission would provide an opportunity to develop leadership skills in local youth, expose youth to public sector service, and provide a source of valuable youth input to the Board of Trustees; and

WHEREAS, the Town intends to establish the Youth Advisory Commission as an advisory Board of the Town, comprised of seven members at least thirteen years of age who are full-time students within the Town; and

WHEREAS, the Board of trustees may from time to time designate a staff member and board liaison to assist with the oversight and direction of the Commission; and

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

1. An advisory body to be known as the Berthoud Youth Advisory Commission is hereby established, effective at such time as its initial members are nominated and selected by the Town Board of Trustees.
2. The budget of the Youth Advisory Commission shall be determined annually by the Town as part of its budget process.
3. The Commission shall consist of seven members, all of whom shall be full-time students with the Town and at least thirteen years of age.
4. Appointments to the Commission shall be made by the Board of Trustees as with other Town Boards and Commissions.
5. The terms for the commission members shall be set for each applicant based on age and availability, but shall be no more than two years in length. Beyond that, the Commission may establish its own by-laws and procedures for nomination of candidates and conduct of meetings.

6. The Town Board of Trustees may from time to time appoint adult supervisors, staff support, and Trustee liaisons as may be necessary or desirable to further the purposes of the Commission.

INTRODUCED, MOVED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD THIS 26th DAY OF NOVEMBER 2024.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

TOWN OF BERTHOUD, COLORADO
RESOLUTION NO. 17
(Series 2024)

**A RESOLUTION TO REVISE RESIDENCY REQUIREMENTS OF THE YOUTH
ADVISORY COMMISSION**

WHEREAS, the Board of Trustees of the Town of Berthoud (Town) has determined that it would be in the best interest of the Town to obtain the input and engagement of youth residing in the Town and adjacent suburban areas; and

WHEREAS, the Town finds that the formation of a Youth Advisory Commission would provide an opportunity to develop leadership skills in local youth, expose youth to public sector service, and provide a source of valuable youth input to the Board of Trustees; and

WHEREAS, the Town intends to establish the Youth Advisory Commission as an advisory Board of the Town, comprised of seven members at least thirteen years of age who are full-time students ~~at a school located~~ within the Town; and

WHEREAS, the Board of trustees may from time to time designate a staff member and board liaison to assist with the oversight and direction of the Commission; and

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

1. An advisory body to be known as the Berthoud Youth Advisory Commission is hereby established, effective at such time as its initial members are nominated and selected by the Town Board of Trustees.;
2. The budget of the Youth Advisory Commission shall be determined annually by the Town as part of its budget process.
3. The Commission shall consist of seven members, all of whom shall be full-time students with the Town ~~at a Berthoud school~~ and at least thirteen years of age.
4. Appointments to the Commission shall be made by the Board of Trustees as with other Town Boards and Commissions.
5. The terms for the commission members shall be set for each applicant based on age and availability, but shall be no more than two years in length. Beyond that, the Commission may establish its own by-laws and procedures for nomination of candidates and conduct of meetings.

6. The Town Board of Trustees may from time to time appoint adult supervisors, staff support, and Trustee liaisons as may be necessary or desirable to further the purposes of the Commission.

INTRODUCED, MOVED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD THIS 26th DAY OF NOVEMBER, 2024.

LARIMER COUNTY | NATURAL RESOURCES

1800 S. County Road 31, Loveland, CO 80537 | (970) 619-4570 | larimer.org/naturalresources

FINAL REVIEW: Arrowhead Properties, LLC. – Fee-Simple Purchase

Date: 10/24/2024

Property Description:

Arrowhead Properties, LLC (Steve Hilde) owns ~204 acres south and west of County Road 4 and County Road 27E within Larimer County, near the Larimer-Boulder county line. The property is within both the Little Thompson River and Blue Mountain conservation priority areas identified in the Open Lands Master Plan (2015). The property provides a buffer and prominent scenic foreground and backdrop to existing conserved lands and future trail connections in the area. Specifically, it is east and adjacent to the 70-acre Parrish Ranch Conservation Easement (held by Colorado Open Lands), the 320-acre Larimer County-owned Red-tail Ridge Open Space, and just 1/4-mile north of Boulder County's Rabbit Mountain Open Space. In Larimer County, particularly to the west of Red-tail Ridge OS, there are large acreage properties with high conservation values that pose the opportunity to further expand this conservation landscape. Similarly, in the immediate vicinity, additional lands are being acquired by Boulder County to further this outcome.

Arrowhead Properties LLC also owns the land directly east of this ~204-ac parcel that has gone through the county Rural Land Use Program (RLUP) process to designate ~10 homesites and associated residual lands. As part of the RLUP process, the landowner designated and conveyed trailhead and trail easements held by Larimer County, that provide a connection to the Larimer/Boulder county line and ultimately a future connection into Rabbit Mountain Open Space.

The property consists of native foothills grasslands interspersed with shrublands dominated by chokecherry, mountain mahogany and skunkbush. Ephemeral drainages run from the west downhill into a main drainage flowing south into the Little Thompson River. Riparian vegetation, dominated by shrubs and some trees, line these drainages and provide habitat for wildlife.

<i>Priority Area:</i>	Blue Mountain/Little Thompson River
<i>Short Legal:</i>	Portions of <i>N</i> ½ & <i>SW</i> ¼ of Section 35, Township 4 North, Range 70 West
<i>Acreage:</i>	~204 acres
<i>Current Zoning:</i>	FA Farming; O Open

Adjacent Zoning: FA Farming; O Open
Water Rights: N/A
Mineral Rights: N/A
Liens: None

<i>Evaluation Criteria:</i>	<i>Staff Assessment</i>
Scenic Values	H
Buffer Values	H
Wetlands Values	L
Significant Plants/Natural Communities Values	M
Outdoor Recreation Values	M
Historical/Archaeological Values	N/A
Agricultural Values	L
Geological/Paleontological Values	N/A
Education Values	L
Context	M
Community Benefit	M
Partnerships/Cost-Value	H=good

Property Interest for Larimer County:

Fee-Simple (with CE to be held by the City of Loveland)

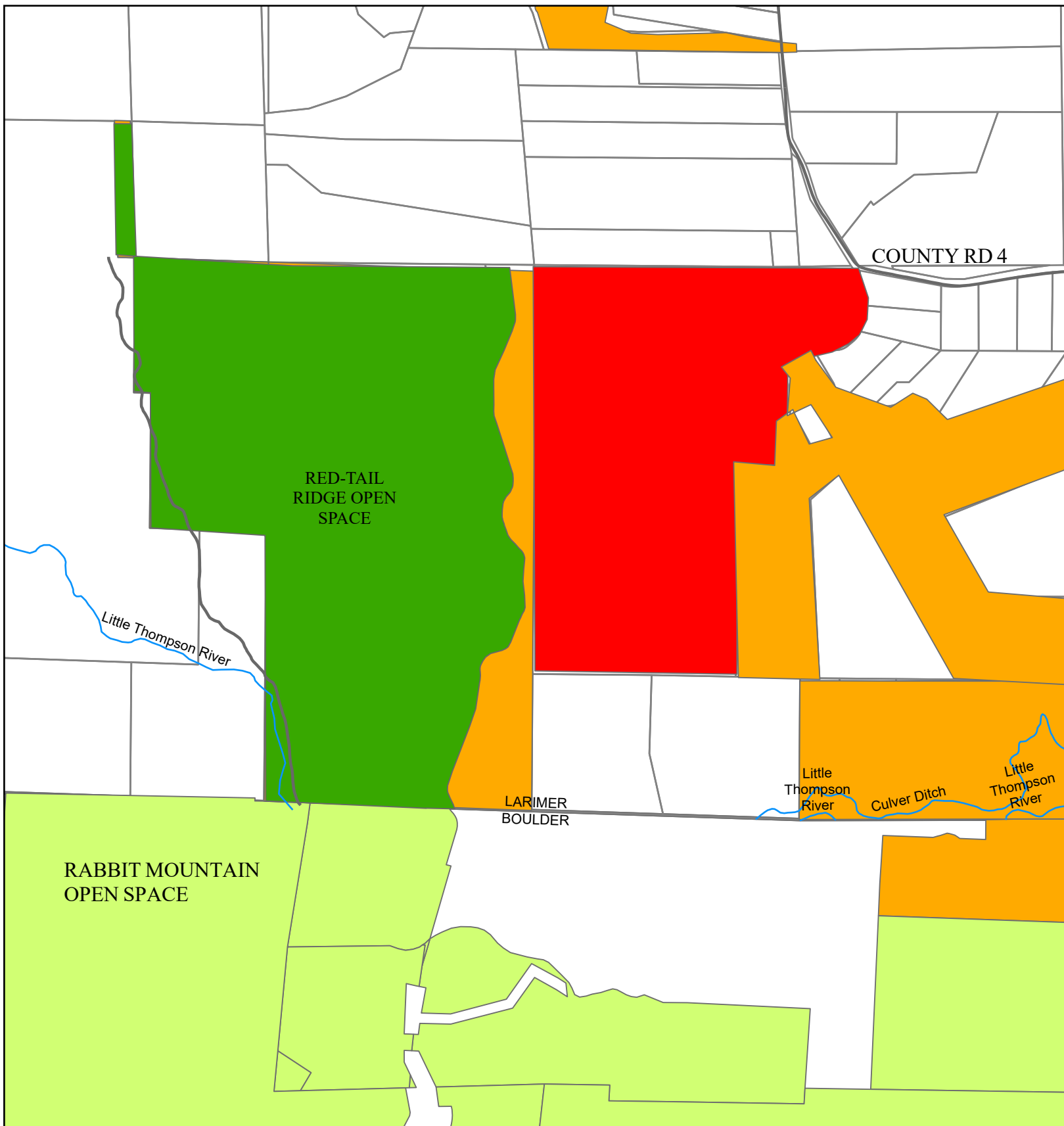
Purchase Price: \$1.8M

<i>Funding Sources:</i>	<i>Amount:</i>
Larimer County Open Space Acquisition funds	\$1,550,000
City of Loveland	\$200,000
Private Individual Donor	\$50,000

Closing Date: 1/25/2025

Open Lands Advisory Board Final Review Date: 10/24/2024

Board of County Commissioners Final Review Date: November 2024



 Larimer County Open Space

 Boulder County Open Space

 Conservation Easements

 Hilde Potential Fee Purchase

 Lake

 Rivers

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	November 26, 2024
Agenda Title/Subject:	Assumption of Welch Avenue Out Lots
Type of Item:	Regular Item
Purpose:	To approve the transfer of property and payment of taxes.
Presented by:	Chris Kirk

ATTACHMENTS:

- Resolution 2014-18, a resolution of the Town Board of the Town of Berthoud approving the payment of outstanding taxes for and accepting title to certain real property parcels in the Town of Berthoud.

BACKGROUND:

The Town of Berthoud has been in communication with Clarkson Investment LLC regarding the assumption of property currently owned by the company, as detailed in Exhibit A of the attached resolution. The Parcels, which have been maintained by the Town over the past several years, are currently encumbered by outstanding tax liens. The proposed agreement is that Clarkson Investment LLC will deed the Parcels to the Town in exchange for a release of tax liability associated with the property.

As part of this arrangement, the Town would cover payment of delinquent taxes totaling \$2,851.96 for all four parcels, as of September 2024. With the payment of these delinquent taxes, the Town will accept title to the Parcels through the execution and recording of a special warranty deed, which is included as Exhibit B. The deed will be recorded with the Larimer County Clerk and Recorder to finalize the transfer of property between the Town and Clarkson Investment LLC.

UPDATE/NEXT STEPS:

There is no additional action needed.

FISCAL IMPACT AND FUND SOURCE:

The Town will cover the delinquent taxes in the amount of \$2,851.96 to be paid out of the General fund.

RECOMMENDED ACTION(S):

A Board Member may move to approve Resolution 2014-18, a resolution of the Town Board of the Town of Berthoud approving the payment of outstanding taxes for and accepting title to certain real property parcels in the Town of Berthoud.

Followed by a second and a roll call vote.

RESOLUTION NUMBER ____
(SERIES 2024)

**A RESOLUTION OF THE TOWN OF BERTHOUD BOARD OF TRUSTEES
APPROVING THE PAYMENT OF OUTSTANDING TAXES FOR AND ACCEPTING
TITLE TO CERTAIN REAL PROPERTY PARCELS IN THE TOWN OF BERTHOUD.**

WHEREAS, Outlots A, B, C, AND D, BERTHOUD COMMON SUBDIVISION, TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO, designated by the Larimer County Assessor as Parcel Nos: 9423291001, 9423291002, 9423291003, 9423291004, as depicted in Exhibit A (the “Parcels”) are currently owned by Clarkson Investment LLC; and

WHEREAS, the Town of Berthoud (“Town”) has, over the past several years, maintained the Parcels; and

WHEREAS, there are a number of outstanding tax liens affecting the Parcels which the Town desires to eliminate in exchange for a deed to the Parcels; and

WHEREAS, Clarkson Investment LLC has agreed to deed the Parcels to the Town in exchange for a release of tax liability as it pertains to the Parcels.

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

Section 1. The Town approves the payment of delinquent taxes on the Parcels, which as of September 2024 is \$2851.96 for all four parcels:

Section 2. The Town accepts title to the Parcels by acceptance of the special warranty deed, in the form attached hereto as Exhibit B and directs that such deed be recorded in the real property records of the Larimer County Clerk and Recorder.

Section 3. Interpretation: This Resolution shall be interpreted and construed to effectuate its general purpose.

Section 4. Effective Date: The provisions of this Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this ____ day of November, 2024.

TOWN OF BERTHOUD

By: _____
William Karspeck, Mayor

ATTEST:

By: _____
Christian Samora, Town Clerk

Exhibit A: Plat of Outlots A, B, C, and D
Exhibit B: Special Warranty Deed

EXHIBIT A
Plat of Outlots A, B, C, and D

BERTHOUD COMMON

A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 23, T4N, R69W OF THE 6TH P.M.,
TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO
AREA = 34.151 ACRES, MORE OR LESS

UNPLATTED



SCALE : 1" = 60'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	48.50'	117.72°	82.64'	N00°33'17"E	82.50'
C2	48.50'	117.72°	82.64'	N00°33'17"E	82.50'
C3	48.50'	117.72°	82.64'	N00°33'17"E	82.50'
C4	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C5	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C6	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C7	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C8	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C9	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C10	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C11	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C12	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C13	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C14	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C15	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C16	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C17	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C18	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C19	28.50'	08°28'27"	36.30'	S54°15'47"E	36.25'
C20	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C21	255.50'	18°35'22"	68.50'	N22°00'00"E	68.30'
C22	255.50'	18°35'22"	68.50'	N22°00'00"E	68.30'
C23	368.50'	05°08'37"	33.71'	S27°13'42"E	33.16'
C24	368.50'	05°08'37"	33.71'	S27°13'42"E	33.16'
C25	368.50'	05°08'37"	33.71'	S27°13'42"E	33.16'
C26	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C27	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C28	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C29	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C30	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C31	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C32	430.50'	00°24'35"	3.08'	S00°38'16"E	3.08'
C33	430.50'	00°24'35"	3.08'	S00°38'16"E	3.08'
C34	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C35	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C36	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C37	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C38	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C39	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C40	230.50'	17°54'44"	47.53'	S05°32'27"E	47.80'
C41	230.50'	17°54'44"	47.53'	S05°32'27"E	47.80'
C42	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C43	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C44	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C45	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C46	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C47	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C48	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C49	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C50	255.50'	08°15'05"	27.88'	S07°07'49"E	27.88'
C51	255.50'	08°15'05"	27.88'	S07°07'49"E	27.88'
C52	255.50'	08°15'05"	27.88'	S07°07'49"E	27.88'
C53	255.50'	08°15'05"	27.88'	S07°07'49"E	27.88'
C54	255.50'	08°15'05"	27.88'	S07°07'49"E	27.88'
C55	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C56	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C57	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C58	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C59	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C60	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C61	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C62	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C63	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C64	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C65	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C66	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C67	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C68	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C69	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C70	15.00'	90°00'00"	23.56'	N18°00'00"E	23.56'
C71	225.00'	28°32'58"	86.02'	N05°04'41"E	84.74'
C72	225.00'	28°32'58"	86.02'	N05°04'41"E	84.74'
C73	225.00'	28°32'58"	86.02'	N05°04'41"E	84.74'
C74	100.00'	88°30'00"	10.30'	S28°15'00"E	10.00'
C75	150.00'	40°07'51"	107.73'	N08°38'38"E	105.48'
C76	150.00'	07°25'10"	18.42'	N23°16'13"E	18.41'
C77	150.00'	33°45'18"	88.39'	N02°44'02"E	87.89'
C78	200.00'	27°42'48"	96.74'	S03°07'24"E	95.80'
C79	488.50'	20°3'38"	175.04'	N20°44'05"E	174.18'
C80	180.50'	14°18'28"	45.07'	N08°12'22"E	44.38'
C81	650.50'	08°28'45"	107.62'	N26°15'37"E	107.50'

BLOCK 8 (SEE SHEET 1 OF 2)
8.602 ACRES

L=90.34'
R=620.00'
Δ=8°20'00"
CH=S26°49'32"W
90.20'

DRAWING NUMBER
2052

DRAWING NUMBER
2746

DRAWING NUMBER
2052

DRAWING NUMBER
2746

EXHIBIT B
Special Warranty Deed

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective this _____ day of _____, 2024, between CLARKSON INVESTMENT LLC, a Colorado limited liability company whose principal address is 1705 32nd Street, Evans, Colorado 80620 ("Grantor") and the Town of Berthoud, a Colorado statutory town whose principal address is 807 Mountain Avenue, Berthoud, Colorado 80513:

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, and Grantee's successors and assigns forever, all the real property, together with all improvements thereon, if any, situate, lying and being in the County of LARIMER, State of Colorado, described as follows:

**OUTLOT A, B, C, and D, BERTHOUD COMMON, TOWN OF BERTHOUD,
COUNTY OF LARIMER, STATE OF COLORADO**

Parcel Nos: 9423291001, 9423291002, 9423291003, 9423291004

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with any appurtenances unto the Grantee, and Grantee's successors and assigns forever. And the Grantor, for Grantor and Grantor's successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to Statutory Exceptions as defined in C.R.S. §38-30-113(5)(a) and subject to any unpaid property taxes due. Grantor shall be absolved of all tax liability pertaining to such unpaid property taxes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this deed on the date and year first written above.

CLARKSON INVESTMENT LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, on behalf of CLARKSON INVESTMENT LLC, a Colorado limited liability company, by _____, its Authorized Representative.

Witness my hand and official seal. My Commission Expires: _____

Notary Public

BOARD OF TRUSTEES INFORMATION

BUSINESS DEVELOPMENT DEPARTMENT



Meeting Date:	November 26, 2024
Agenda Title/Subject:	Contract to Purchase the former Sonoco Building (270 Mountain Avenue)
Type of Item:	Presentation
Purpose:	Present the contract to purchase the building located at 270 Mountain Avenue to assist the House of Neighborly Services to develop the Berthoud Life Center
Presented by:	Walt Elish, Business Development Manager

ATTACHMENTS:

- Contract to Buy and Sell Real Estate (Commercial)
- Commercial listing flyer

BACKGROUND:

On August 13, 2024, the House and Neighborly Services (HNS) presented their \$6 million funding request to the Berthoud Board of Trustees to offset the costs of constructing their Berthoud Life Center at 1110 Welch Avenue. Although the Board was intrigued by the request and generally recognized the need for such a facility in Berthoud, concern was expressed over the amount of the request. After discussion, the Board directed Administrator Kirk to try and working something out with HNS.

Town Administrator Chris Kirk then met with HNS about a possible other option to facilitate their desire to construct their Berthoud Life Center that being the use of the 30,000 square foot (sf) former Sonoco Building located at 270 Mountain Avenue. The plan presented to HNS management for the Town to purchase the building and work with HNS to redevelop the structure and maintain a portion of the building (approximately 20,000 sf) for their use. A portion of the total space would include large meeting room space for the community and the remaining space (south side of the building that fronts Mountain Avenue) would then be available for retail and commercial businesses. Lastly, a significant amount of new public parking will be developed adjacent to the structure to serve this building and the surrounding areas of downtown.

With general support of this plan by HNS, staff then contacted the seller's representatives about the building and learned that it was still available, (see the included building flyer). After additional staff discussions, an offer was then made on the building. The price agreed to by both parties was \$2,950,000 along with a 120 day for the Town's "diligence period" to ensure there aren't any outstanding issues with the building or site that would impact the sell.

FISCAL IMPACT AND FUND SOURCE:

The fiscal impact to the Town is the purchase price of \$2,950,000 plus costs related to our due diligence activity, which includes contracting with consultants to conduct Phase 1 Environmental Assessment and an appraisal. These costs will ultimately be offset by the revenue generated by HNS lease or purchase payment, the use of the community room and the revenues derived from the retail and commercial establishments that locate in the building. Funds for the redevelopment of the building and the site are expected to come from American Rescue Plan Act (ARPA) funding, and the Town's general fund reserves. It is expected that HNS would fund a portion of the redevelopment necessary to support their use.

COMMUNITY TOUCHSTONES:

The community touchstone that this item addresses is our Community Identity since this project will redevelop an old manufacturing property in the heart of our downtown and convert it to useable and destination space for the community with a large community meeting room and much needed additional retail and commercial space in our downtown. This redevelopment project could also be the catalyst for additional commercial and retail activity in our downtown.

RECOMMENDED ACTION(S):

Authorize the Town Administrator to sign the Contract to Buy and Sell Real Estate located at 270 Mountain Avenue, Berthoud CO 80513.



AVAILABLE FOR SALE OR LEASE

270 MOUNTAIN AVENUE

BERTHOUD, COLORADO 80513

INDUSTRIAL PROPERTY FOR SALE OR LEASE

30,000 SF FOR SALE | 15,000 SF FOR LEASE

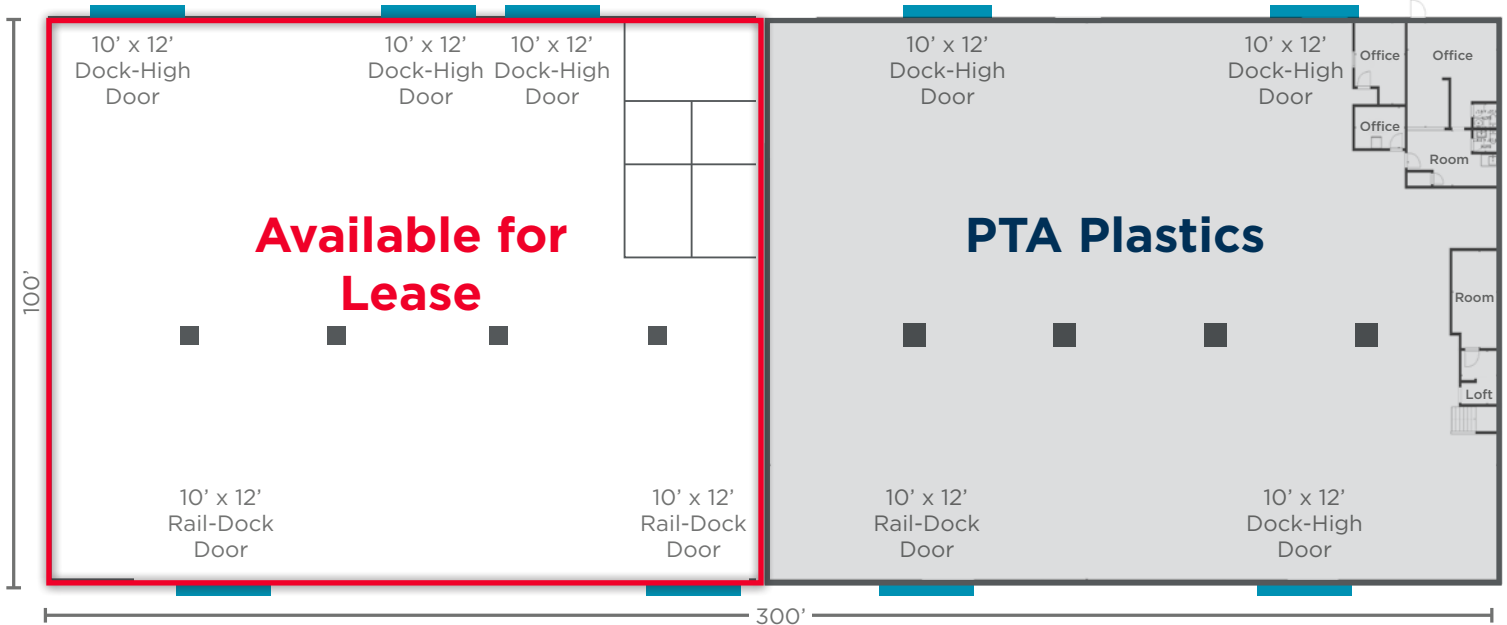
Sale Price: \$3,600,000 (\$120/SF) | Lease Rate: \$9.00/SF NNN

This 30,000 square foot distribution warehouse sits on 1.66 acres and currently has 15,000 square feet available for lease. The building has six dock-high doors, three rail-dock doors and ample power. Half of the building is currently leased with an expiration of 6/30/2027. Located in the heart of Berthoud, this property is less than 10 minutes from I-25. **Please contact listing brokers for additional information.**



270 MOUNTAIN AVENUE

BERTHOUD, COLORADO 80513



RAILROAD

PROPERTY FEATURES

Building Size	30,000 SF	Column Spacing	25'
Site Size	72,140 SF (1.66 Acres)	Loading	6 Dock-high doors (10' x 12') 3 Rail-dock doors (10' x 12')
YOC	1971	HVAC	Radiant
Tenancy	Multi	Zoning	Industrial
Clear Height	14' - 17'		
Electrical	480 3-Phase power (450 amps)		

INVESTMENT DETAILS

Multi-Tenant

PTA PLASTICS

Size	15,000 SF
Lease Type	NNN
Expiration	6/30/2027
Renewal	(2) 2-Year Options



AVAILABLE FOR SALE OR LEASE

270 MOUNTAIN AVENUE

BERTHOUD, COLORADO 80513



BERTHOUD

Nicknamed the **GARDEN SPOT OF COLORADO**

Berthoud touts itself as a town that's proactive in planning for growth, while preserving and enhancing its rural character.

In downtown Berthoud, friendly shops and restaurants welcome locals and visitors alike. Cottonwood-shaded parks and quiet streets featuring century-old homes make up this Norman Rockwell town. Stop for a picnic at Fickel Park, in the center of historic downtown, or head to the Little Thompson Valley Pioneer Museum for a taste of the area's rich heritage.

Recreation opportunities abound near Berthoud. To the west, rock climbing, fishing, boating, hiking and camping are popular near Carter Lake and Pinewood and Flatiron Reservoirs, while Horsetooth Reservoir and Boyd Lake State Park are just north of town. There's an archery range, nature trail and fishing opportunities at the Lon Hagler State Wildlife Area.

TPC Colorado, the only TPC golf course in the state, is a challenge for tournament pros and also offers recreational golfers multiple options of play on each hole — and Rocky Mountain views.

From this classic small town, two nearby interstates provide easy access to Denver International Airport, major ski resorts and Rocky Mountain National Park, as well as access to cultural activities in Fort Collins and Boulder.

Source: colorado.com

KEY INDUSTRY CLUSTERS



ADVANCED
MANUFACTURING



HEALTH &
WELLNESS



ENERGY & NATURAL
RESOURCES



FOOD &
AGRICULTURE



TRANSPORTATION &
LOGISTICS

DEMOGRAPHIC HIGHLIGHTS

Berthoud Region

Source: Esri.



Total Population (2022)

12,250



Total Households

4,593



Per Capita Income

\$46,109



Median Age

43.4



Total Employees

2,625



Total Square Miles

13.07

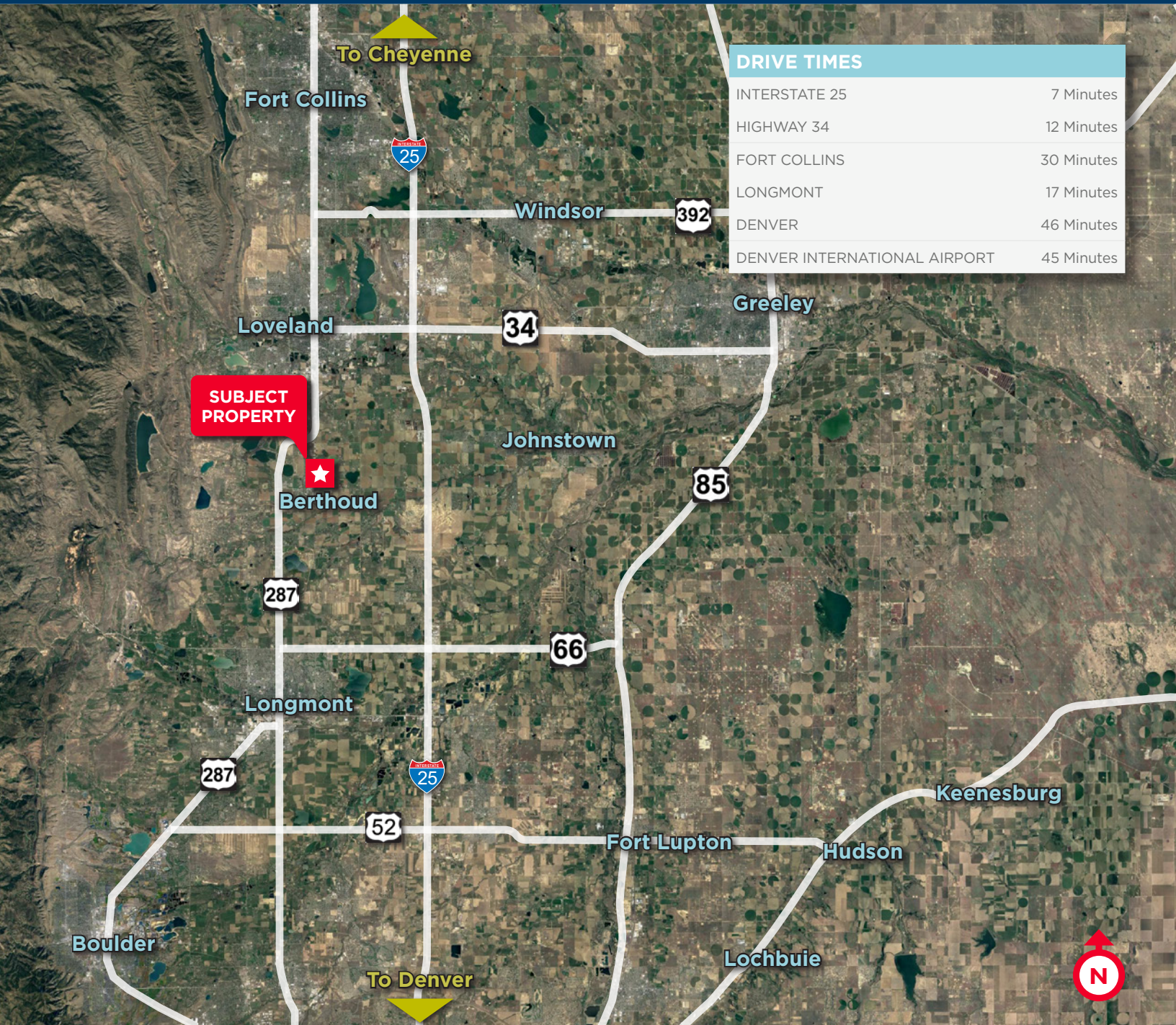




AVAILABLE FOR SALE OR LEASE

270 MOUNTAIN AVENUE

BERTHOUD, COLORADO 80513



DRIVE TIMES	
INTERSTATE 25	7 Minutes
HIGHWAY 34	12 Minutes
FORT COLLINS	30 Minutes
LONGMONT	17 Minutes
DENVER	46 Minutes
DENVER INTERNATIONAL AIRPORT	45 Minutes

For more information, please contact:

TRAVIS ACKERMAN
Executive Managing Director
+1 970 267 7720
travis.ackerman@cushwake.com

772 Whalers Way, Suite 200
Fort Collins, Colorado 80525
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MATT HASKELL
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M +1 970 690 1690
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375 E. Horsetooth Road
Building 4, Suite 103
Fort Collins, Colorado 80525

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-24) (Mandatory 8-24)

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
(COMMERCIAL)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: 11/14/24

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, a Colorado Statutory Town (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. Investments in Allied Mortgage LLC, a Colorado limited liability company (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):

LOTS 9 THRU 25; ALSO COM AT NE COR LOT 25, N 10 FT, W 239.1 FT M/L TO PT WH SD LN INTSEC E LN C & S RR R/W, SRLY 10 FT M/L TO PT WH LIES W OF N LN LOTS 18 THRU 25, E 239.1 FT M/L TPOB, BLK 7, BER

known as: <u>270 MOUNTAIN AVENUE</u>	<u>BERTHOUD</u>	<u>CO</u>	<u>80513</u>
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 – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including remote controls). If checked, the following are owned by the Seller and included: ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). 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. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:
N/A

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., 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

Buyer ☐ Will ☒ Will Not assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

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

2.5.6. **Parking and Storage Facilities.** The use or ownership of the following parking facilities: _____; and the use or ownership of the following storage facilities: _____.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. **Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will be by bill of sale or other applicable legal instrument.

2.5.8. **Leased Items. Omitted as Inapplicable.**

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

2.7. **Water Rights/Well Rights. Omitted as Inapplicable.**

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5 pm
2	§ 4	Alternative Earnest Money Deadline	3 days after MEC
		Title	
3	§ 8	Record Title Deadline (including Tax Certificate and Delivery of existing lease)	14 days after MEC
4	§ 8	Record Title Objection Deadline	120 days after MEC
5	§ 8	Off-Record Title Deadline	14 days after MEC
6	§ 8	Off-Record Title Objection Deadline	120 days after MEC
7	§ 8	Title Resolution Deadline	130 days after MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	14 days after MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	90 days after MEC
23	§ 6	Appraisal Objection Deadline	120 days after MEC
24	§ 6	Appraisal Resolution Deadline	130 days after MEC
		Survey	
25	§ 9	New ILC or New Survey Deadline	90 days after MEC
26	§ 9	New ILC or New Survey Objection Deadline	120 days after MEC
27	§ 9	New ILC or New Survey Resolution Deadline	130 days after MEC
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	N/A

30	§ 10	Inspection Termination Deadline	120 days after MEC
31	§ 10	Inspection Objection Deadline	120 days after MEC
32	§ 10	Inspection Resolution Deadline	130 days after MEC
33	§ 10	Property Insurance Termination Deadline	N/A
34	§ 10	Due Diligence Documents Delivery Deadline	14 days after MEC
35	§ 10	Due Diligence Documents Objection Deadline	120 days after MEC
36	§ 10	Due Diligence Documents Resolution Deadline	130 days after MEC
37	§ 10	Environmental Inspection Termination Deadline	130 days after MEC
38	§ 10	ADA Evaluation Termination Deadline	120 days after MEC
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
43	§ 12	Closing Date	April 29, 2025
44	§ 17	Possession Date	April 29, 2025
45	§ 17	Possession Time	12 pm
46	§ 27	Acceptance Deadline Date	12/09/2024
47	§ 27	Acceptance Deadline Time	5 pm

71 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
72 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
73 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
74 "None", such provision means that "None" applies.

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

77 **3.3. Day; Computation of Period of Days; Deadlines.**

78 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
79 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
80 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
81 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
82 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

83 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
84 ending date is not specified, the first day is excluded and the last day is included.

85 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
86 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
87 the deadline will not be extended.

88 **4. PURCHASE PRICE AND TERMS.**

89 **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	\$2,950,000.00	
2	§ 4.3.	Earnest Money		\$56,000.00
3	§ 4.5.	New Loan		
4	§ 4.6.	Assumption Balance		
5	§ 4.7.	Private Financing		
6	§ 4.7.	Seller Financing		
7				
8				
9	§ 4.4.	Cash at Closing		\$2,950,000.00
10		TOTAL	2,950,000.00	\$2,950,000.00

90 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller Concession
91 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
92 in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession
93 include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee,
94 cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
95 in this Contract.

96 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a Check, will be
97 payable to and held by Title Company (Earnest Money Holder), in its trust account, on behalf of both
98 Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an
99 **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company
100 conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have
101 interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
102 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
103 Money Holder in this transaction will be transferred to such fund.

104 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
105 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

106 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
107 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
108 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
109 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
110 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
111 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
112 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
113 Release form), within three days of Buyer's receipt.

114 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
115 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller
116 is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

117 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
118 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer
119 is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

120 **4.4. Form of Funds; Time of Payment; Available Funds.**

121 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
122 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
123 check, savings and loan teller's check and cashier's check (Good Funds).

124 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
125 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
126 **NONPAYING PARTY WILL BE IN DEFAULT.**

127 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have
128 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

129 **4.5. New Loan. Omitted as Inapplicable.**

130 **4.7. Seller or Private Financing. Omitted as Inapplicable.**

131 **TRANSACTION PROVISIONS**

132 **5. FINANCING CONDITIONS AND OBLIGATIONS. Omitted as inapplicable.**

134 **6. APPRAISAL PROVISIONS.**

135 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
136 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
137 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
138 valued at the Appraised Value.

139 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
140 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

141 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
142 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
143 **Objection Deadline:**

144 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
145 or

146 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
147 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

148 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
149 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
150 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
151 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

152 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
153 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
154 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
155 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
156 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
157 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

158 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer**
159 ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
160 agent or all three.

161 **7. OWNERS' ASSOCIATIONS.** *Omitted as Inapplicable.*

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

163 **8.1. Evidence of Record Title.**

164 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
165 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
166 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
167 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
168 and delivered to Buyer as soon as practicable at or after Closing.

169 ☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
170 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
171 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
172 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

173 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
174 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
175 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
176 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
177 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
178 ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
179 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
180 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
181 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
182 § 8.7. (Right to Object to Title, Resolution).

183 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
184 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
185 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
186 Documents).

187 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
188 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
189 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
190 party or parties obligated to pay for the owner's title insurance policy.

191 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
192 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

193 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
194 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
195 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
196 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
197 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
198 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
199 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
200 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
201 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. Intentionally Deleted.

8.5. Tax Certificate. A tax certificate paid for by ☐ Seller ☒ Buyer, for 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 content 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

261 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER
262 RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL
263 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM
264 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
265 GAS OR WATER.

266 8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
267 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
268 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
269 RECORDER.

270 8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
271 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
272 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
273 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

274 8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
275 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
276 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
277 AND GAS CONSERVATION COMMISSION.

278 8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
279 not covered by the owner's title insurance policy.

280 8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to
281 Buyer on or before the Mineral Rights Examination Deadline.

282 9. NEW ILC, NEW SURVEY.

283 9.1. New ILC or New Survey. If the box is checked, (1) ☐ New Improvement Location Certificate (New ILC); or, (2)
284 ☒ New Survey in the form of ALTA Survey; is required and the following will apply:

285 9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☐ Buyer will order the New ILC or New Survey. The
286 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
287 after the date of this Contract.

288 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
289 Closing, by: ☐ Seller ☒ Buyer or:

290
291 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
292 the opinion of title if an Abstract of Title) and N/A will receive a New ILC or New Survey on or before New
293 ILC or New Survey Deadline.

294 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to
295 all those who are to receive the New ILC or New Survey.

296 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
297 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
298 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
299 Seller incurring any cost for the same.

300 9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey.
301 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
302 Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3. or § 13:

303 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

304 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
305 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

306 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or
307 before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on
308 or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey
309 Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
310 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.

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

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

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

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

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

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

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

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

10.6. Due Diligence.

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

Existing lease with PTA Plastics to be provided to Buyer within 14 days of MEC

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.8., 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**.

366 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
367 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
368 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline.**
369 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless of
370 its name or title).
371 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government
372 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.
373 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
374 of the following:
375 ☒ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
376 Property;
377 ☐ **10.6.1.6.2.** Property tax bills for the last _____ years;
378 ☒ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including
379 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy; to the
380 extent now available;
381 ☒ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;
382 ☒ **10.6.1.6.5.** Operating statements for the past 5 years;
383 ☒ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;
384 ☒ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
385 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
386 ☒ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which
387 have been made for the past 5 years;
388 ☒ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
389 not delivered earlier under § 8.3.);
390 ☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
391 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
392 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
393 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
394 Seller;
395 ☒ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
396 compliance of the Property with said Act;
397 ☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any
398 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
399 authorizations, if any; and
400 ☒ **10.6.1.6.13.** Other:
401 Existing lease for the Property
402 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
403 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
404 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline:**
405 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is
406 terminated; or
407 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
408 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
409 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received
410 by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a
411 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**
412 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection
413 before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).
414 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or
415 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review
416 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due
417 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence
418 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due
419 Diligence Document.
420 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection**
421 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
422 the Property, in Buyer's sole subjective discretion.
423 **10.6.4. Due Diligence – Environmental.** Buyer has the right to obtain environmental inspections of the Property
424 including a Phase I Environmental Site Assessment. ☐ Seller ☒ Buyer will order or provide a current Phase I Environmental

Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____, at the expense of ☐ Seller ☐ Buyer (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by thirty (30) days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination 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 Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. 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.

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). [Intentionally Deleted - See Residential Addendum if applicable]

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;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in § 11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

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

480 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
481 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
482 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
483 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
484 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
485 Seller will sign and complete all customary or reasonably required documents at or before Closing.

486 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with
487 this Contract.

488 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
489 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the
490 Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by
491 mutual agreement between the parties.

492 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
493 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

494 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
495 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
496 leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

497 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
498 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐
499 special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed
500 ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
501 sufficient special warranty deed to Buyer, at Closing.

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

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

508 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
509 **WITHHOLDING.**

510 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
511 to be paid at Closing, except as otherwise provided herein.

512 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
513 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

514 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
515 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
516 associated with or specified in the Status Letter will be paid as follows:

517 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

518 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer
519 and One-Half by Seller ☒ N/A.

520 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
521 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by
522 Buyer and One-Half by Seller ☒ N/A.

523 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
524 Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

525 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by
526 Buyer and One-Half by Seller ☐ N/A.

527 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
528 ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

529 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
530 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller
531 ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

532 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
533 \$ _____ for:

534 ☐ Water District/Municipality ☐ Water Stock

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
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, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ Other _____.

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. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. 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. 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 \$ 100 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

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 and Inclusions 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.

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:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid 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 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may 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 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such

failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest 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 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

24.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or N/A.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

699 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
700 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
701 located in Colorado.

702 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
703 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
704 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
705 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
706 copies taken together are deemed to be a full and complete contract between the parties.

707 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
708 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
709 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
710 **Due Diligence.**

711 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** *Omitted as Inapplicable.*

712

713

ADDITIONAL PROVISIONS AND ATTACHMENTS

714 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
715 Commission.)
716 See Section 30 Addendum

717 **31. OTHER DOCUMENTS.**

718 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:
719 **Section 30 Addendum**

720 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:
721 **Seller's Property Disclosures**

SIGNATURES

723

Buyer's Name: Town of Berthoud Buyer's Name: _____

Chris Kirk, Town Administrator Date _____ Address: <u>807 Mountain Avenue PO Box 1229</u> <u>Berthoud, CO 80513</u> Phone No.: <u>970-532-2643</u> Fax No.: _____ Email Address: <u>ckirk@berthoud.org</u>	Buyer's Signature Date _____ Address: _____ Phone No.: _____ Fax No.: _____ Email Address: _____
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724 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: Investments in Allied Mortgage LLC, a Seller's Name: _____
Colorado limited liability company

 <i>Manager</i> Seller's Signature Date <u>11/14/14</u> Address: <u>125 S. Howes St., Suite 900,</u> <u>Fort Collins CO 80521</u>	Seller's Signature Date _____ Address: _____
---	--

Phone No.: _____
Fax No.: _____
Email Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer *Omitted as Inapplicable.*

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 _____.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: Cushman & Wakefield
Brokerage Firm's License #: _____
Broker's Name: Travis Akerman
Broker's License #: _____

Broker's Signature _____ Date _____

Address: 772 Whalers Way, Suite 200
Fort Collins, Colorado 80525

Phone No.: 970-776-3900
Fax No.: 970-267-7419
Email Address: travis.ackerman@cushwake.com

Brokerage Firm's Name: U Reality Inc.
Brokerage Firm's License #: _____
Broker's Name: Matt Haskell
Broker's License #: _____

Broker's Signature _____ Date _____

Address: 375 E. Horsetooth Road Building 4, Suite 103
Fort Collins, Colorado 80525

Phone No.: 970-690-1690

728

Fax No.:

Email Address:

mhaskell@urealtyinc.com

ADDENDUM
TO
CONTRACT TO BUY AND SELL REAL ESTATE

This Addendum to Contract to Buy and Sell Real Estate (the "Addendum") forms a part of the Contract to Buy and Sell Real Estate (Land) (the "Base Form Contract") made by the Town of Berthoud ("Buyer") and Investments in Allied Mortgage LLC (collectively, "Seller") as though it were printed out in full under Section 30 of the Base Form Contract. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Base Form Contract. In the event of any conflict between this Addendum and the Base Form Contract, this Addendum shall control. The Base Form Contract as modified by this Addendum and the Residential Addendum is referred to herein as the "Contract".

- A. **Contract Approval Contingent on Buyer's Board Approval; MEC.** Notwithstanding Section 26 (Notice, Delivery and Choice of Law) and Section 27 (Notice of Acceptance, Counterparts), this Contract shall not be binding upon Buyer until this Contract signed by Seller has been received by and approved in writing by Buyer's Board of Trustees. If this Contract signed by Seller is approved in writing by Buyer's Board of Trustees, this Contract signed by Seller shall become a contract between Seller and Buyer. If, within twenty business days after Buyer's receipt of the Contract signed by Seller, Buyer does not deliver to Seller written notice of the approval by Buyer's Board of Trustees of the Contract signed by Seller, the Contract signed by Seller shall not be binding upon Seller and Buyer. Further, notwithstanding Section 3.2 (Applicability of Terms), the mutual execution of this Contract ("MEC") shall be the date this Contract becomes a contract between Seller and Buyer as provided above in this Section 30.A.
- B. **Notices.** The party to receive notices for the Buyer under Section 26.2 of the Base Form Contract is Chris Kirk, ckirk@berthoud.org. The party to receive notices for the Seller is Erik Fischer, erik@fischerlawgroup.com.
- C. **Diligence Period and Payments.** During the period commencing on MEC and continuing thereafter to and including 120 days after MEC ("Diligence Period"), Buyer may enter and investigate the Property, including the currently leased portion of the Property. In addition to all other rights of Buyer under this Contract, Buyer may, in Buyer's sole, absolute and subjective discretion, terminate this Contract by Buyer's written notice delivered to Seller prior to the expiration of the Diligence Period. In the event the Buyer terminates this Contract as provided in the preceding sentence, all Earnest Money shall be forthwith returned to Buyer, and Seller and Buyer shall be relieved of all obligations hereunder.
- D. **Disclosure of Defects; Seller's Documents.**
- a. Seller shall provide the Seller's Disclosure Statement as set forth in the Base Form Contract.
 - b. **Seller's Documents in General.** On or before the Off-Record Matters Deadline described in Section 3.1 (Dates and Deadlines), Seller shall furnish to Buyer the

following but only if in the possession of Seller (or in the case of information, only to the extent known by Seller): information and documents requested by Buyer or firm retained by Buyer to perform environmental audits; information based on Seller's actual knowledge regarding the current or prior existing locations of underground and aboveground storage tanks and endangered species on the Property; and, to the extent not previously provided by Seller to Buyer, complete and legible copies of all documents or reports in the possession of Seller, or Seller's agents, engineers and/or consultants, or under Seller's control, or otherwise reasonably available to Seller or Seller's agents, engineers and/or consultants, including but not limited to the following items (whether in document or electronic form), if any, relating to the Property (collectively, "Seller's Documents"): all surveys; plats; engineering studies and reports; deeds; soil, geologic, drainage, and water reports; environmental studies, reports and audits; documentation regarding prior usage; maps; contracts; documents; agreements with governmental entities; notices from governmental entities; other agreements; permits; licenses; title insurance policies and commitments; documents related to minerals, mineral rights, and mineral estates; water court decrees; well permits, tests and other reports; ditch stock and other written evidence of such rights; reports; and data pertaining to and/or affecting the Property.

c. Existing Lease. Within 14 days of MEC, the Seller shall furnish the existing lease with PTA Plastics to the Buyer.

E. Deed. The Warranty Deed that Seller shall deliver at Closing shall be substantially in the form attached to this Addendum as **Exhibit A**.

F. Not a Multiple Fiscal Year Obligation. Notwithstanding any other provision of this Contract, this Contract shall be subject to annual appropriation of funds therefor by the Buyer, unless terminated as provided herein. Seller acknowledges and agrees that the act of appropriating funds is a legislative act solely within the discretion of the governing body of the Buyer and, as such, that any decision to decline to appropriate the necessary funds to perform any of the obligations set forth in this Contract in any ensuing fiscal year shall not result in the imposition of any penalty or liability, whatsoever upon the Board. It is the intent of both Parties that no provision of this Contract shall be construed or interpreted as creating multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, or a general obligation or other indebtedness of the Buyer within the meaning of any constitutional or statutory debt limitation, or as pledging or creating a lien on any class or source of Buyer moneys.

G. Authority. Each party represents and warrants to the other that each of the persons executing this Contract and other documents required in connection therewith on such party's behalf is duly authorized to do so, and that it has full right, power, and authority to enter into this Contract and to consummate the transactions described therein.

H. Attorneys' Fees. If any action is instituted between the parties in connection with the Contract, the prevailing party shall be awarded its reasonable costs and expenses, including court costs and reasonable attorneys' fees. In connection with the negotiation and

performance of this Contract, each of the parties will be solely responsible for the payment of any legal costs and expenses it incurs.

- I. **Indemnification; No Waiver of Governmental Immunity.** To the extent any provision of this Contract requires Buyer to indemnify any person or party, such indemnification shall be to the extent permitted by applicable law. Nothing contained in this Contract shall be construed as a waiver, in whole or in part, of the protection afforded Buyer under the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, C.R.S., as the same may be amended from time to time.
- J. **Captions and Pronouns.** The captions and headings of the various sections of this Contract are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.
- K. **Forum Selection, Jurisdiction and Venue and Damages.** Any litigation for any claim (contract or tort) arising out of this Contract shall be exclusively instituted or brought in the Colorado District Court for the County in which the Property is located, or in the United States District Court for the District of Colorado, and no where else.
- L. **Waiver of Jury Trial.** The Parties hereby waive any right to jury trial of any claim, cross-claim or counterclaim relating to or arising out of or in connection with this Contract.
- M. **Severability.** If any term, provision, covenant or condition hereof or any application thereof is held by a court of competent jurisdiction to be invalid, void or unenforceable, all other terms, provisions, covenants and conditions shall continue in full force and effect and in no way shall be affected, impaired or invalidated.
- N. **Advice of Counsel; Language Not to be Construed Against Drafter.** Each of the Parties has had the advice of legal counsel of its own choosing in negotiations for and the preparation of this Contract. No portion of this Contract shall be construed against either of the Parties owing to such party having drafted such portion of this Contract.

END OF ADDENDUM

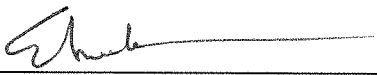
Buyer: Town of Berthoud,
a Colorado Statutory Town

By: _____
Title: _____
Date: _____

Attest: _____

By: _____

Seller: Investments in Allied Mortgage LLC
a Colorado limited liability company

By:  _____
Name: Erik Fischer
Title: Manager

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	November 26, 2024
Agenda Title/Subject:	Draft budget for 2025
Type of Item:	Presentation
Purpose:	To present updated draft budget for 2025
Presented by:	Chris Kirk

ATTACHMENTS:

- 2025 Draft Budget Summary
- 2025 Draft Budget Spreadsheet
- 2025 Draft Fee Schedule

BACKGROUND: On October 8th, the Town Administrator presented the initial draft of the 2025 budget. The past several weeks, the Town Administrator and Finance Director met with each department director to determine budgetary needs for 2025. This included discussions regarding personnel needs, equipment needs, supply needs, and general needs of each department. These numbers were entered into the budget spreadsheet, and the Town Administrator carefully considered these needs and the impact each item had on the overall efficiency and financial health of the Town. The presentation will explain each fund and the budget requests for 2025. The presentation also includes an overview of the expected changes to the fee schedule for 2025 based on newly required fees and changes to current fees to account for cost recovery.

UPDATE/NEXT STEPS: The Town Administrator and Finance Director will reexamine the 2024 estimates and 2025 budget items to ensure all numbers continue to reflect an accurate financial plan for 2025. Any changes will be brought before the board on December 10th with a request for adoption.

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

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

RECOMMENDED ACTION(S): A Board Member may move to schedule a Public Hearing on December 10, 2025 at the hour of 6:30 PM, or as soon thereafter as practicable, to consider the adoption of the 2025 Annual Budget and associated ordinances for the Town of Berthoud, and to direct staff to publish a notice for the same in accordance with the Local Government

Budget Law of Colorado.

Followed by a second and a roll call vote.

Capital Funds	2025 Beginning Balance	2025 Revenue	2025 Expenditures	2025 Ending Balance
Source of Supply	17,303,285	2,561,250	7,390,790	12,473,745
Water Capital	15,491,071	2,351,904	1,900,000	15,942,975
Wastewater Capital	18,478,013	2,095,030	9,226,000	11,347,043
Storm Water Capital	3,707,138	598,000	2,265,000	2,040,138
Park Development	2,070,175	1,511,000	2,265,000	1,316,175
Park Land Acquisition	891,481	265,250	750,000	406,731
Public Facilities	2,991,649	305,500	2,290,000	1,007,149
Road Impact	6,106,490	893,250	5,272,298	1,727,442

All Funds Summary	2025 Beginning Balance	2025 Revenue	2025 Expenditures	2025 Reserve	2025 Ending Balance
General Fund	23,675,051	13,213,488	19,213,969	-396405	17,278,165
Source of Supply	17,303,285	2,561,250	7,390,790		12,473,745
Water Operations	6,965,031	4,388,000	7,614,411		3,738,620
Water Capital	15,491,071	2,351,904	1,900,000		15,942,975
Wastewater Operations	7,216,416	3,829,500	8,205,628		2,840,288
Wastewater Capital	18,478,013	2,095,030	9,226,000		11,347,043
Storm Water Operations	2,911,235	620,000	166,250		3,364,985
Storm Water Capital	3,707,138	598,000	2,265,000		2,040,138
Park Development	2,070,175	1,511,000	2,265,000	-45330	1,270,845
Park Land Acquisition	891,481	265,250	750,000	-7958	398,774
Public Facilities	2,991,649	305,500	2,290,000	-9165	997,984
Conservation Trust/Forestry	132,766	665,000	718,839	-19950	58,977
Larimer Open Space	738,654	3,635,000	2,820,000	-109050	1,444,604
Cemetery	145,546	72,500	142,966	-2175	72,905
BATS	174,832	1,017,500	1,147,760	-30525	14,047
Road Impact	6,106,490	893,250	5,272,298	-26798	1,700,644
Retail Marijuana Tax	1,047,159	650,000	805,000	-19500	872,659
1998 1% Sales Tax	3,898,786	3,090,625	5,811,200	-92719	1,085,492
2019 1% Sales Tax	6,674,533	5,033,475	7,816,556	-151004	3,740,448
TOTALS	120,619,311	46,796,272	85,821,667	-910,579	80,683,338

GENERAL FUND REVENUES (CHARGES FOR SERVICES)													
11-04													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2020	2021	2022	2023	2024	2024	2025	2026	2027	2028	2029
		RECREATION											
4450	1	Tennis	777	5,411	6,420	4,316	7,700	7,700	6,000	6,300	6,615	6,946	7,293
4450	2	Active Net Credit	-	(13,682)	-	-	-	-	-	-	-	-	-
4450	3	British Soccer	-	390	675	840	850	850	950	998	1,047	1,100	1,155
4450	5	Concession Stand Receipts	-	678	-	-	500	500	500	525	551	579	608
4450	8	Flag Football	5,954	12,938	16,766	18,599	19,500	24,000	22,800	23,940	25,137	26,394	27,714
4450	9	Track Fees/Cross Country	(60)	4,058	3,403	5,618	7,350	7,350	6,500	6,825	7,166	7,525	7,901
4450	11	Adult Basketball	857	(15)	-	-	-	-	-	-	-	-	-
4450	12	Youth Basketball	1,660	3,247	-	-	-	-	-	-	-	-	-
4450	21	Adult Softball	245	-	325	-	5,600	5,600	2,700	2,835	2,977	3,126	3,282
4450	22	Youth Baseball	6,459	20,274	23,841	22,716	23,000	23,000	23,300	24,465	25,688	26,973	28,321
4450	23	Youth Softball	9,088	10,199	14,907	11,898	15,000	15,000	15,100	15,855	16,648	17,480	18,354
4450	31	Adult Volleyball	807	2,705	-	-	-	-	-	-	-	-	-
4450	32	Youth Volleyball	1,355	2,003	-	-	-	-	-	-	-	-	-
4450	34	Youth Sponsorships	7,283	27,915	6,975	4,650	12,000	12,000	12,000	12,600	13,230	13,892	14,586
4450	35	Field Fees	4,593	8,480	4,536	6,300	4,000	4,000	9,200	9,660	10,143	10,650	11,183
4450	45	Adult Kickball	1,061	3,051	3,007	3,316	4,000	4,000	3,000	3,150	3,308	3,473	3,647
4450	49	Adult Soccer	-	-	-	-	5,600	5,600	5,600	5,880	6,174	6,483	6,807
4450	50	Youth Soccer	21,124	36,314	38,646	35,608	39,000	46,000	44,600	46,830	49,172	51,630	54,212
4450	51	Sport Camps	404	14,102	15,736	14,796	15,300	22,000	19,000	19,950	20,948	21,995	23,095
4450	52	Tournaments	149	468	-	-	-	-	600	630	662	695	729
4450	55	Additional Programs Fees	3,176	2,031	8,886	8,426	6,000	6,000	8,500	8,925	9,371	9,840	10,332
4450		Total Recreation Revenue	64,932	140,567	144,123	137,083	165,400	183,600	180,350	189,368	198,836	208,778	219,217
11-05													
		SWIMMING POOL											
4451	0	Lessons	12,973	(236)	-	-	-	-	-	-	-	-	-
4463	0	Daily Admissions	351	-	-	-	-	-	-	-	-	-	-
4467	0	Swim Team	588	-	-	-	-	-	-	-	-	-	-
4460		Total Swimming Pool Revenue	13,912	(236)	-	-	-	-	-	-	-	-	-
11-07													
		PARKS											
4468	0	Shooting Range	-	340	320	80	200	60	100	105	110	116	122
4469	0	Park Reservations	2,286	4,357	9,777	8,788	7,000	12,000	9,000	9,450	9,923	10,419	10,940
4470	0	Banners	40	230	1,125	725	500	1,200	500	525	551	579	608
		Total Parks Revenue	2,326	4,927	11,222	9,593	7,700	13,260	9,600	10,080	10,584	11,113	11,669
		TOTAL GENERAL FUND OPERATING REVENUES	11,428,289	14,864,280	14,217,661	13,584,866	17,242,532	18,342,942	13,079,960	13,651,476	14,251,569	14,881,666	15,543,267
		Total Miscellaneous Revenue	20	22	75,898	115,241	-	40,000	30,000	-	-	-	-
		TOTAL GENERAL FUND REVENUES	11,428,309	14,864,302	14,293,559	13,700,107	17,242,532	18,382,942	13,109,960	13,651,476	14,251,569	14,881,666	15,543,267

GENERAL GOVERNMENT EXPENSE													
11-01													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2020	2021	2022	2023	2024	2024	2025	2026	2027	2028	2029
5001		Salaries	655,369	827,176	977,045	1,076,942	1,226,272	1,226,272	1,418,969	1,489,917	1,564,413	1,642,634	1,724,766
5002		Employer Contributions	154,735	193,854	216,626	242,304	306,864	306,864	380,170	399,179	419,137	440,094	462,099
5003		Pension	28,819	37,258	43,741	46,706	61,314	61,314	70,948	74,496	78,221	82,132	86,238
5009	5	Travel-Trans-Educ-Finance	4,327	1,738	732	1,444	10,000	5,000	6,000	10,000	10,500	11,025	11,576
5009	12	Travel-Clerk/Deputy Clerk	2,919	3,998	3,399	3,215	10,000	10,000	10,000	10,500	11,025	11,576	12,155
5009	14	Travel-Trans-Educ-Administration	1,289	6,326	10,853	9,881	15,000	10,000	15,000	15,750	16,538	17,364	18,233
5009	41	Travel-Trans-Educ Board	6,754	6,055	11,115	2,877	17,500	10,000	10,000	10,500	11,025	11,576	12,155
5010	1	Office Supplies-admin	39,648	47,604	51,027	53,631	65,000	59,000	62,000	65,100	68,355	71,773	75,361
5010	3	Office Supplies-court			988	1,556	2,500	1,500	2,500	2,625	2,756	2,894	3,039
5010	4	Office Supplies-board			2,882	455	2,500	1,500	2,500	2,625	2,756	2,894	3,039
5011	1	Telephone	8,543	9,447	10,998	9,547	11,000	12,000	12,500	13,125	13,781	14,470	15,194
5012	1	Utilities	27,024	29,855	32,433	31,705	36,000	35,000	36,000	37,800	39,690	41,675	43,758
5013	1	Vehicle Maintenance	712	174	396	715	3,000	3,000	3,000	3,150	3,308	3,473	3,647
5014	1	Gasoline	93	224	533	343	1,000	1,000	1,000	1,050	1,103	1,158	1,216
5015	1	Insurance	88,995	109,246	120,537	122,956	225,000	225,000	225,000	236,250	248,063	260,466	273,489
5017	7	Town Hall Building Maintenance	8,252	26,355	18,750	39,720	35,000	30,000	35,000	36,750	38,588	40,517	42,543
5018	4	Publications/Legal Notices	1,938	5,480	4,683	4,405	5,000	6,000	7,000	7,350	7,718	8,103	8,509
5019	4	Recording Fees	156	6	-	6	100	100	100	105	110	116	122
5020	1	Professional Fees	49,674	120,953	107,687	59,662	50,000	40,000	60,000	63,000	66,150	69,458	72,930
5021	3	Municipal Judge	9,428	4,245	16,765	12,428	18,000	18,000	18,000	18,900	19,845	20,837	21,879
5022	2	Election Judge	2,370	-	2,089	-	2,500	2,600	2,600	2,730	2,867	3,010	3,160
5023	2	Election Supplies	55,143	2,213	65,132	-	60,000	60,000	30,000	60,000	20,000	60,000	63,000
5024	2	Election Publications	-	-	133	-	-	-	-	-	-	-	-
5027	1	Codification	-	-	3,947	-	-	-	-	-	-	-	-
5028	1	Records Management	15,913	13,271	18,907	20,969	25,000	40,000	40,000	42,000	44,100	46,305	48,620
5036	1	Regional Meetings	3,638	399	-	-	-	-	-	-	-	-	-
5038	0	Administrative Expense	3,607	3,010	8,170	16,882	36,000	25,000	30,000	31,500	33,075	34,729	36,465
5038	1	Passport Expense	312	1,069	1,794	3,367	10,000	10,000	10,000	10,500	11,025	11,576	12,155
5039	1	Dues and Subscriptions	17,143	22,068	11,552	19,124	24,000	27,000	27,000	28,350	29,768	31,256	32,819
5040	1	Attorney-admin	118,164	120,591	53,452	43,081	82,000	70,000	70,000	73,500	77,175	81,034	85,085
5040	2	Attorney-elections			1,535	778	3,000	3,000	4,000	4,200	4,410	4,631	4,862
5040	3	Attorney-court			25,258	26,171	30,000	30,000	30,000	31,500	33,075	34,729	36,465
5040	4	Attorney-board			49,703	60,634	60,000	65,000	65,000	68,250	71,663	75,246	79,008
5041	3	Court Expense	180	-	7	1,582	5,000	5,000	5,000	5,250	5,513	5,788	6,078
5045	1	Safety Committee (CPR)	204	3,076	3,192	4,418	7,500	7,500	7,500	7,875	8,269	8,682	9,116
5046	1	Uniforms	-	-	-	1,602	4,655	4,655	4,655	4,888	5,132	5,389	5,658
5048	1	Wellness Committee	1,198	3,341	25,862	26,488	34,000	40,000	40,000	42,000	44,100	46,305	48,620
5050	1	Employee Recognition	7,226	(131)	3,810	6,834	12,000	12,000	12,000	12,600	13,230	13,892	14,586
5089	7	Janitorial Service & Supplies	23,110	30,436	20,500	24,128	35,000	35,000	35,000	36,750	38,588	40,517	42,543
5090	5	Auditing (1/3)	9,166	8,333	8,400	8,336	10,000	10,000	10,000	10,500	11,025	11,576	12,155
5091	1	Parking Lot Lease	100	100	100	100	100	100	100	100	100	100	100
5095	1	Computer Equipment Maintenance/Replacement	17,349	41,721	89,161	90,871	60,000	70,000	80,000	84,000	88,200	92,610	97,241
5096	1	Internet	2,691	2,365	3,053	3,849	4,000	4,000	4,000	4,200	4,410	4,631	4,862
5097	1	Webpage (redesign)	8,180	8,589	34,001	7,801	8,000	12,000	12,000	12,600	13,230	13,892	14,586
5246	4	Audio/visual Equipment	-	85	7,826	9,602	30,000	30,000	10,000	8,000	8,400	8,820	9,261
5247	1	Software (Caselle)	20,706	9,158	9,726	11,572	22,000	22,000	22,000	23,100	24,255	25,468	26,741
5247	3	Software (Caselle)-Court	1,260	1,260	1,281	1,296	1,300	1,300	1,300	1,365	1,433	1,505	1,580
5249	1	Public Outreach	64,216	35,039	17,883	-	-	-	-	-	-	-	-
5252	1	Community Events	35,062	44,053	69,145	61,041	90,000	90,000	90,000	94,500	99,225	104,186	109,396
5256	7	Clean-Up Day	-	3,783	4,029	8,836	10,000	10,000	10,000	10,500	11,025	11,576	12,155
5257	7	Spring/Fall Clean Up-Branches	-	2,250	-	-	2,000	2,000	2,000	2,100	2,205	2,315	2,431
5265	1	CRVF Coronavirus Relief Funds (DOLA) Related Expenses	485,440	-	-	-	-	-	-	-	-	-	-
5265	6	COVID 19 Berthoud Recovery Programs	52,825	-	-	-	-	-	-	-	-	-	-
5280	0	Transfer to Cemetery Fund	50,000	20,000	20,000	20,000	20,000	20,000	20,000	80,000	80,000	100,000	100,000
5300	1	Bank Fees	21,463	24,295	28,596	32,784	35,000	36,000	38,000	39,900	41,895	43,990	46,189
		TOTAL GENERAL GOVERNMENT	2,105,341	1,830,368	2,219,434	2,232,644	2,824,105	2,805,705	3,087,842	3,330,930	3,450,471	3,677,990	3,856,884

[illegible]

[illegible]

[illegible]

[illegible]

GENERAL FUND-CAPITAL IMPROVEMENT EXPENSE													
11-10			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2020	2021	2022	2023	2024	2024	2025	2026	2027	2028	2029
		ADMIN											
5085	0	Town Hall roof				70,041							
5086	0	Vehicle Replacement Admin				-	40,000	40,000					
5102	0	Town Signage Improvements (replace front sign)					32,000	32,000					
5104	0	I-25 Interchange Aesthetics Project				-	630,000	630,000					
5105	0	HVAC Roof Units at Town Hall and Server Room (2023)	108,590			8,925							
5106	0	Parking Lot overlay (45%)	196,257										
5120	0	Carpet 2nd floor Town Hall	208,196		98,840								
5123	0	Monument-Wayfinding Signs				970	59,000	59,000					
5250	0	Town Hall Copy Machine - Folding Machine	37,246		5,500								
5251	0	Audio/Visual Equipment		26,889									
5252	0	Electric Vehicle Charging Station		54,073		63,997							
		SAFETY											
5151	0	Crosswalk lights				-	100,000	100,000	60,000				
5153	0	Radar speed trailer				9,925	13,300	13,300					
		CODE ENFORCEMENT											
5800	0	New Vehicle	34,495										
		STREETS											
5058	0	New Street Sweeper (drainage 60% & Streets 40%) \$250000		100,000									
5099	0	New Vehicle		55,706					60,000				
5127	0	Street Light replacement / retrofit for dark sky		2,290									
5283	0	Mini Skid mower attachments				5,506							
5302	0	Packer/roller for grader		27,000									
5302	0	Skid Steer grader attachment				15,549							
5303	0	Dingo with attachments		41,223									
5304	0	Tilt Trailer			9,640								
5305	0	Warning light system for sign truck			6,422								
5307	0	Roadway Message Boards (2)				40,000							
5309	0	Grinder Vacuum					15,000	15,000					
		Mini Excavator							72,000				
		PARKS & REC											
5083	0	Walker Mower	29,916										
5084	0	ATV Plow				15,078							
5101	0	New Vehicle (Parks)			40,692	-	121,000	170,000					
5129	0	Richardson Park Construction Drawings				1,952,039	1,297,000	1,297,000					
5401	0	New Vehicle (Recreation) (2 in 2020)	56,000										
5403	0	Batting Cages at Bein (60% in park dev)		11,381									
5406	0	Soccer Goals - Waggener Farm Park			12,971								
5407	0	Pitching mounds, batter boxes, batting cages			10,000								
5701	0	Trailer		8,092									
5708	0	Town Park Phase I			3,266	1,539,074	4,710,000	4,710,000					
5710	0	Security System-Bein, Town Park, Pioneer Park, BUILDINGS				38,358	41,000	41,000	30,000				
5714	0	ToolCat		59,586									
5715	0	Irrigation Improvements Project		49,614	54,447	11,982	43,000	43,000	25,000				
5716	0	Berthoud Reservoir Trail & N Berthoud Pkwy trail (Oil & Gas \$)			11,204								
5717	0	Ballfield infield skims and replacement	9,951										
5718	0	Toro Field Mower		72,978									
5719	0	Bein Park Fitness Equipment Replacement			135,166								
5720	0	Fickel Park Bathroom			193,497								
5721	0	Pressure washer for trailer			5,846								
5722	0	Robot field liner			45,000								
5723	0	Electric mowers					50,000	50,000					
5725	0	Parking lot pavement design					42,000	42,000					
		Articulator							8,000				
		Walker pickup deck, 2 mulching decks							12,000				
		Small trailer							8,000				
		Gaga pit construction at Pioneer Park							5,000				
		GENERAL											
5128	0	3rd Street and Massachusetts				82,242	4,373,500	350,000	1,500,000				
		Downtown Building Renovation							4,500,000				
		Public Arts Projects							150,000				
		TOTAL CAPITAL IMPROVEMENT	680,651	508,832	632,491	3,853,686	11,566,800	7,592,300	6,430,000	-	-	-	-

CONTRIBUTION EXPENSE													
11-15													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2020	2021	2022	2023	2024	2024	2025	2026	2027	2028	2029
5150	0	Shop Local	-	30,000	3,680	13,342	15,000	15,000	15,000	-	-	-	-
5154	0	House of Neighborly Service utility assistance	-	-	-	16,699	18,300	18,300	-	-	-	-	-
5155	0	VFW					12,000	12,000					
5165	0	American Legion	-	-	-	-	32,000	32,000	-	-	-	-	-
5166	0	Historical Society	-	15,000	17,500	25,000	45,000	45,000	45,000	-	-	-	-
5168	0	Contributions-Other (RAQC)	400	400	1,966	400	400	400	400	-	-	-	-
5169	0	Municipal Shareback	21,433	-	-	-	-	-	-	-	-	-	-
		TOTAL CONTRIBUTIONS	21,833	45,400	23,146	55,441	122,700	122,700	60,400	-	-	-	-
		TOTAL GENERAL FUND OPERATING EXPENSES	7,040,196	7,312,538	8,755,603	8,882,913	11,870,762	11,699,474	12,783,969	13,180,691	13,707,160	14,381,630	15,025,233
		Total Capital Projects Expense	680,651	508,832	632,491	3,853,686	11,566,800	7,592,300	6,430,000	-	-	-	-
		TOTAL GENERAL FUND EXPENSES	7,720,847	7,821,370	9,388,094	12,736,599	23,437,562	19,291,774	19,213,969	13,180,691	13,707,160	14,381,630	15,025,233

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WASTEWATER CAPITAL FUND												
24-00												
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET
			2020	2021	2022	2023	2024	2024	2025	2026	2027	2028
		BEGINNING FUND BALANCE	9,600,676	11,829,857	14,692,607	16,118,884	17,808,983	17,808,983	18,478,013	11,347,043	6,247,075	7,173,358
		CAPITAL FACILITY REVENUES										
4412	0	System Investment Fees	2,819,300	2,804,056	1,423,021	1,336,558	1,375,000	1,375,000	1,375,000	1,375,000	1,375,000	1,375,000
4414	0	Wilson Ranch for I-25	27	-	-	-	30	30	30	32	33	35
4419	0	ALFA Line	140,250	171,050	113,772	126,422	220,000	220,000	220,000	220,000	220,000	220,000
4601	0	Interest	88,622	78,565	222,923	806,415	500,000	800,000	500,000	525,000	551,250	578,813
		TOTAL CAPITAL FACILITY REVENUE	3,048,199	3,053,671	1,759,716	2,269,395	2,095,030	2,395,030	2,095,030	2,120,032	2,146,283	2,173,847
		CAPITAL FACILITY EXPENSES										
5014	0	Regional Wastewater Plant			-	-						
5015	0	Heron Lakes Lift Station	50,709									
5019	0	ALFA Line Reimbursement	140,250	171,050	113,772	126,422	220,000	220,000	220,000	220,000	220,000	220,000
5021	0	Impact Fee Study (1/7)	-	-	-	-	6,000	6,000	6,000			
5134	0	UV System	516,856									
5148	0	CR 17 Sewer project	1,104									
5271	0	Bacon Lake Interceptor (1st Street Sewer)	110,067	16,251	51,580	320,953	1,500,000	1,500,000	5,000,000	3,000,000		
5273	0	WW Master Plan Update			88,187	131,911						
5278	4	WW System Improvements for Capacity		3,610	79,890	-			500,000			4,700,000
5278	4	Plant Improvements			-	-			3,500,000	4,000,000	1,000,000	2,000,000
5300	0	Bank Fees	32	10	10	10						
		TOTAL CAP FACILITY EXPENSES	819,018	190,921	333,439	579,296	1,726,000	1,726,000	9,226,000	7,220,000	1,220,000	6,920,000
		ENDING CAP FAC FUND BALANCE	11,829,857	14,692,607	16,118,884	17,808,983	18,178,013	18,478,013	11,347,043	6,247,075	7,173,358	2,427,205
												(3,290,006)

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BERTHOUD AREA TRANSPORTATION FUND													
39-00													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	
			2020	2021	2022	2023	2024	2024	2025	2026	2027	2028	2029
4999		BEGINNING FUND BALANCE	352,837	546,666	514,853	440,395	329,249	329,249	174,832	14,047	908,924	1,842,045	2,815,322
		REVENUES											
4101	0	Donations / Microtransit grant	-	-	-	-	-	-	850,000	892,500	937,125	983,981	1,033,181
4106	0	OOA	20,112	24,285	30,430	13,370	-	-	-	-	-	-	-
4107	0	Client Contributions	2,263	4,257	3,625	3,970	2,500	2,500	2,500	2,625	2,756	2,894	3,039
4108	0	Transfer from 1% Fund	90,000	90,000	50,000	50,000	50,000	50,000	100,000	250,000	250,000	250,000	300,000
4109	0	City of Ft. Collins	238,298	9,727	57,993	9,607	15,000	73,000	50,000	52,500	55,125	57,881	60,775
4601	0	Interest	3,243	3,002	5,855	17,713	15,000	15,000	15,000	15,750	16,538	17,364	18,233
		TOTAL REVENUE	353,916	131,271	147,903	94,660	82,500	140,500	1,017,500	1,213,375	1,261,544	1,312,121	1,415,227
		EXPENSES											
5001		Salaries	69,713	63,010	68,238	77,277	97,419	97,419	107,897	113,292	118,956	124,904	131,149
5002		Employer Contributions	14,229	14,363	14,572	15,772	21,127	21,127	23,468	24,641	25,873	27,167	28,526
5003		Pension	2,733	2,598	2,659	3,056	4,871	4,871	5,395	5,665	5,948	6,245	6,557
5008	2	Employee Physicals-Background	-	-	-	21	500	500	500	525	551	579	608
5009	1	Travel, Training, Education	-	-	-	-	1,000	1,000	1,000	1,050	1,103	1,158	1,216
5010	1	Office Supplies	244	115	142	379	800	800	800	840	882	926	972
5011	2	Telephone	696	1,172	1,271	1,247	1,300	1,300	1,300	1,365	1,433	1,505	1,580
5013	2	Vehicle Maintenance	4,304	5,235	8,566	15,670	15,000	15,000	15,000	15,750	16,538	17,364	18,233
5017	2	Insurance Deductibles	-	-	758	-	5,000	5,000	5,000	5,250	5,513	5,788	6,078
5020	0	Consultant - Transit Study	-	19,675	60,327	5,558	14,000	14,000	850,000	15,000	15,750	16,538	17,364
5021	1	Admin. Expenses	-	-	-	-	100	100	100	105	110	116	122
5022	1	Flex Bus Service	36,338	27,137	33,258	34,127	45,000	45,000	45,000	45,000	45,000	45,000	45,000
5023	1	RAFT Contribution	22,000	22,000	22,000	41,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
5039	1	CASTA Dues	281	315	247	286	350	500	500	525	551	579	608
5040	1	Attorney	-	-	-	-	500	500	500	525	551	579	608
5044	1	Advertising	62	672	-	2,199	1,500	1,500	1,500	1,575	1,654	1,736	1,823
5045	2	Driver Drug Testing	358	130	685	491	1,000	1,000	1,000	1,050	1,103	1,158	1,216
5046	1	Uniforms	-	-	-	403	1,500	1,000	1,500	1,575	1,654	1,736	1,823
5095	1	Computer Equipment Maintenance/Replacement	-	-	1,487	-	-	-	3,000	-	-	-	-
5107	1	Transfer to General Fund	5,000	-	-	-	-	-	-	-	-	-	-
5114	2	Gasoline	3,117	5,662	7,151	7,120	7,800	7,800	7,800	8,190	8,600	9,029	9,481
5247	1	Software	1,000	1,000	1,000	1,200	1,500	1,500	1,500	1,575	1,654	1,736	1,823
5300	1	Bank Fees	12	-	-	-	60	-	-	-	-	-	-
		TOTAL EXPENSES	160,087	163,084	222,361	205,806	295,327	294,917	1,147,760	318,498	328,423	338,844	349,786
5998		EMERGENCY RESERVES	-	-	-	-	-	-	30,525				
5999		ENDING BATS FUND BALANCE	546,666	514,853	440,395	329,249	116,422	174,832	14,047	908,924	1,842,045	2,815,322	3,880,763

RECREATIONAL MJ TAX 7%													
41-00													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2020	2021	2022	2023	2024	2024	2025	2026	2027	2028	2029
		BEGINNING FUND BALANCE	82,744	501,969	1,105,948	1,465,802	1,112,159	1,112,159	1,047,159	872,659	1,390,159	1,941,784	2,529,240
		REVENUES											
4601	0	Interest	1,917	4,548	17,907	62,185	50,000	50,000	50,000	52,500	55,125	57,881	60,775
4604	0	Sales Tax	426,705	594,431	665,252	680,749	500,000	550,000	600,000	630,000	661,500	694,575	729,304
4606	0	Quick Win Grant (MPO)	-	5,000	-	-	-	-	-	-	-	-	-
		TOTAL REVENUES	428,622	603,979	683,159	742,934	550,000	600,000	650,000	682,500	716,625	752,456	790,079
		EXPENSES											
5200	0	Street Projects	-	-	-								
5201	0	Bike Lane Striping	-	-	-								
5210	0	Youth Projects	-	-	-								
5211	0	Carnival	-	-	23,125	19,294	30,000	15,000	10,000				
5220	0	Sidewalk Projects	-	-	-								
5221	0	Downtown Sidewalk Replacement	-	-	90,180	42,947	455,000	455,000	350,000				
5222	0	Quick Win Pedestrian Crosswalk at Welch/3rd	6,835	-	-								
5223	0	Sidewalk Maintenance Plan	-	-	-	-	50,000	50,000					
5240	0	Law Enforcement Projects	2,550	-	150,000								
5241	0	Flock Camera System					25,000	25,000	25,000				
5242	0	LCSO Equipment					10,000	10,000	105,000				
5260	0	Park Projects	-	-	-								
5261	0	Bike Park Scope expansion				974,336			150,000				
5280	0	Recreation Projects	-	-	-								
5281	0	Wildfire arts provider	-	-	60,000	60,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000
5282	0	Other Recreation Service Providers	-	-	-	-	25,000	40,000	95,000	95,000	95,000	95,000	95,000
5300	0	Bank Fees	12	-	-	-							
		TOTAL EXPENSES	9,397	-	323,305	1,096,577	665,000	665,000	805,000	165,000	165,000	165,000	165,000
		EMERGENCY RESERVES	-	-	-	-	-	-	19,500				
		ENDING SALES TAX FUND BALANCE	501,969	1,105,948	1,465,802	1,112,159	997,159	1,047,159	872,659	1,390,159	1,941,784	2,529,240	3,154,319

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

1998 1% SALES TAX FUND*													
51-00													
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
			2020	2021	2022	2023	2024	2024	2025	2026	2027	2028	2029
		BEGINNING FUND BALANCE	4,524,786	1,167,278	2,309,405	4,483,834	5,278,786	5,278,786	3,898,786	1,085,492	2,610,117	4,275,442	6,088,502
		REVENUES											
4601	0	Interest	26,958	11,279	51,336	238,734	8,400	190,000	80,000	84,000	88,200	92,610	97,241
4234	0	Transfer from General Fund 11-10-5104-00	-	-	-	-	620,000	620,000	-				
4235	0	Safe Routes to School Grant	-	-	284,621	-	-	-	-	-	-	-	-
4610	0	Sales Tax	1,620,073	2,199,747	2,510,564	2,525,026	2,325,000	2,535,000	2,600,000	2,730,000	2,866,500	3,009,825	3,160,316
4610	1	Sales Tax-building permits	742,698	1,105,405	653,442	592,978	428,750	650,000	410,625	410,625	410,625	410,625	410,625
		TOTAL REVENUES	2,389,729	3,316,431	3,499,963	3,356,738	3,382,150	3,995,000	3,090,625	3,224,625	3,365,325	3,513,060	3,668,182
		EXPENSES											
5038	0	Sidewalks/ADA	327,040	143,492	192,934	462,552			350,000				
5233	0	Pavement Maintenance Plan		10,215	11,759	651							
5235	0	Safe Routes to School	49,262	438,052	17,740								
5237	0	Transportation (BATS)-Transfer	90,000	90,000	50,000	50,000	50,000	50,000	100,000	250,000	250,000	250,000	300,000
5239	0	Street Improvements	750,238	725,010	818,729	1,527,974	2,300,000	2,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
5240	0	Waggener Farm Park	4,500,000	570,000			5,000	5,000					
5241	0	Round-a-bout Reconstruction	25,005	191,686	124,557	791							
5242	0	Open Space/Trail Acquisition transfer				150,000	150,000	150,000	1,560,000	150,000	150,000	150,000	150,000
5244	0	I-25 Design, Art and Landscaping	5,680	5,849	109,815	369,818	1,370,000	1,370,000					
5245	0	Town Park				-	1,500,000	1,500,000					
		Utilities - I-25 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1,200</td> <td></td> <td></td> <td></td> <td></td>							1,200				
		Arboretum <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>2,500,000</td> <td></td> <td></td> <td></td> <td></td>							2,500,000				
5300	0	Bank Fees	12		-	-							
		TOTAL EXPENSES	5,747,237	2,174,304	1,325,534	2,561,786	5,375,000	5,375,000	5,811,200	1,700,000	1,700,000	1,700,000	1,750,000
		EMERGENCY RESERVES	-	-	-	-	-	-	92,719				
		ENDING SALES TAX FUND BALANCE	1,167,278	2,309,405	4,483,834	5,278,786	3,285,936	3,898,786	1,085,492	2,610,117	4,275,442	6,088,502	8,006,684

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

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

		RECREATION CENTER OPERATING EXPENSES												
01		Recreation Center Administration/Operations												
5001	1	Salaries	-	262,081	210,843	203,811	284,933	284,933	322,971	339,120	356,076	373,879	392,573	
5002	1	Employer Contributions	-	74,797	69,083	65,169	97,950	97,950	112,946	118,593	124,523	130,749	137,287	
5003	1	Pension	-	3,164	8,132	9,845	14,247	14,247	16,149	16,956	17,804	18,694	19,629	
5001	2	Salaries-PART TIME/SEASONAL	-	21,669	146,278	168,074	181,400	181,400	181,000	190,050	199,553	209,530	220,007	
5002	2	Employer Contributions-PART TIME/SEASONAL	-	1,717	11,483	13,194	18,140	18,140	18,000	18,900	19,845	20,837	21,879	
5007	1	Employee license/certifications/recognition	-	-	-	448	1,500	1,500	1,500	1,575	1,654	1,736	1,823	
5008	1	Background/Physicals	-	673	312	334	1,000	1,000	1,000	1,050	1,103	1,158	1,216	
5009	1	Training/Education/Travel	-	160	437	1,437	4,000	4,000	4,000	4,200	4,410	4,631	4,862	
5010	1	Office Supplies	-	8,929	2,659	3,036	4,000	4,000	4,000	4,200	4,410	4,631	4,862	
5011	1	Telephone/Internet	-	3,257	4,897	5,839	5,500	5,500	6,500	6,825	7,166	7,525	7,901	
5012	1	Utilities	-	34,804	163,800	158,306	170,000	170,000	166,000	174,300	183,015	192,166	201,774	
5013	1	Vehicle Maintenance	-	-	-	-	-	-	500	525	551	579	608	
5014	1	Gasoline	-	-	-	-	-	-	300	315	331	347	365	
5015	1	Insurance	-	8,051	38,000	40,359	48,000	48,000	48,000	50,400	52,920	55,566	58,344	
5018	1	Publications/Subscriptions/Job Postings	-	1,461	810	154	1,000	1,000	1,000	1,050	1,103	1,158	1,216	
5020	4	Recreation Center Management Expense	25,000	129	-	-	-	-	-	-	-	-	-	
5020	4	Purchased Services	-	3,125	7,008	4,510	8,000	8,000	7,000	7,350	7,718	8,103	8,509	
5039	1	Dues/memberships	-	-	-	-	1,000	1,000	1,000	1,050	1,103	1,158	1,216	
5040	1	Attorney	-	3,346	616	1,791	3,500	3,500	3,500	3,675	3,859	4,052	4,254	
5046	1	Uniforms	-	6,289	4,327	3,220	4,225	4,225	4,300	4,515	4,741	4,978	5,227	
5048	1	Safety/First Aid	-	-	1,233	1,649	3,700	3,700	3,700	3,885	4,079	4,283	4,497	
5053	1	Postage	-	206	27	-	1,000	1,000	250	263	276	289	304	
5054	4	Trash Service	-	462	2,266	3,413	3,300	3,300	4,600	4,830	5,072	5,325	5,591	
5056	1	Brochures/Advertising/Printing	-	7,104	8,316	6,590	13,000	13,000	10,000	10,500	11,025	11,576	12,155	
5057	1	Equipment Maintenance/Repair	-	-	-	29	1,000	1,000	250	263	276	289	304	
5063	5	Pro Shop Inventory	-	327	1,365	4,078	6,000	6,000	6,000	6,300	6,615	6,946	7,293	
5095	1	Computer/Maintenance/Replacement	-	32,364	-	779	3,600	3,600	3,600	3,780	3,969	4,167	4,376	
5102	1	Supplies (non-office)/Equipment (non-dep)	-	18,350	3,572	8,300	9,000	9,000	7,500	7,875	8,269	8,682	9,116	
5110	1	Permits/building license	-	-	-	-	1,000	1,000	1,000	1,050	1,103	1,158	1,216	
5247	1	Computer Software	-	8,816	16,782	23,375	29,640	29,640	30,800	32,340	33,957	35,655	37,438	
5300	1	Bank Fees	22	10,456	52,343	56,889	54,000	54,000	70,000	73,500	77,175	81,034	85,085	
		01 SUBTOTAL	25,022	511,737	754,589	784,629	973,635	973,635	1,037,366	1,089,234	1,143,696	1,200,880	1,260,924	
02		Events												
5001	1	Salaries	-	322	-	-	-	-	-	-	-	-	-	
5002	1	Employer Contributions	-	144	-	-	-	-	-	-	-	-	-	
5003	1	Pension	-	12	-	-	-	-	-	-	-	-	-	
5001	2	Salaries-PART TIME/SEASONAL	-	-	543	9,502	21,300	21,300	21,000	22,050	23,153	24,310	25,526	
5002	2	Employer Contributions-PART TIME/SEASONAL	-	-	43	746	2,130	2,130	2,100	2,205	2,315	2,431	2,553	
5020	4	Purchased Services	-	-	3,496	2,355	5,000	5,000	5,000	5,250	5,513	5,788	6,078	
5102	1	Supplies (non-office)/Equipment (non-dep)	-	12,541	1,717	4,086	6,500	6,500	7,000	7,350	7,718	8,103	8,509	
		02 SUBTOTAL	-	13,019	5,799	16,689	34,930	34,930	35,100	36,855	38,698	40,633	42,664	
03		Recreation Center Maintenance												
5001	1	Salaries	-	11,510	57,131	42,834	48,336	48,336	51,898	54,493	57,218	60,078	63,082	
5002	1	Employer Contributions	-	925	4,516	11,553	16,219	16,219	29,869	31,362	32,931	34,577	36,306	
5003	1	Pension	-	-	1,486	399	2,417	2,417	2,595	2,725	2,861	3,004	3,154	
5001	2	Salaries-PART TIME/SEASONAL	-	1,675	9,414	12,078	21,900	21,900	23,000	24,150	25,358	26,625	27,957	
5002	2	Employer Contributions-PART TIME/SEASONAL	-	133	839	948	2,190	2,190	2,300	2,415	2,536	2,663	2,796	
5014	1	Fuel	-	36	-	-	250	250	250	263	276	289	304	
5017	1	Building Maintenance/Repair	-	-	3,193	17,150	20,000	35,000	37,000	38,850	40,793	42,832	44,974	
5020	4	Purchased Services	-	-	1,737	4,260	21,100	15,000	24,000	25,200	26,460	27,783	29,172	
5041	1	Equipment Rental	-	-	668	1,864	5,000	5,000	2,500	2,625	2,756	2,894	3,039	
5057	1	Equipment Maintenance/Repair	-	-	773	12,907	10,000	8,000	15,000	15,750	16,538	17,364	18,233	
5089	4	Janitorial Service	-	7,500	60,000	60,000	65,000	65,000	68,250	71,663	75,246	79,008	82,958	
5102	1	Supplies (non-office)/Equipment (non-dep)	-	22,616	13,703	21,342	23,100	23,100	24,100	25,305	26,570	27,899	29,294	
5251	1	Tools	-	2,935	415	890	1,200	1,200	8,900	9,345	9,812	10,303	10,818	
		03 SUBTOTAL	-	47,330	153,875	186,225	236,712	243,612	289,662	304,145	319,352	335,320	352,086	

[illegible]

09		Recreation Center Youth Sports											
		<u>General Administration</u>											
5001	1	Salaries	-	4,351	7,439	19,249	11,066	11,066	20,479	21,503	22,578	23,707	24,892
5002	1	Employer Contributions	-	592	1,718	5,535	5,240	5,240	8,281	8,695	9,130	9,586	10,066
5003	1	Pension	-	14	112	435	553	553	1,024	1,075	1,129	1,185	1,245
5008	1	Background/Physicals	-	-	27	285	900	900	900	945	992	1,042	1,094
5009	1	Training/Education/Travel	-	-	100	-	900	900	900	945	992	1,042	1,094
5010	1	Office Supplies	-	-	-	-	250	250	250	263	276	289	304
5018	1	Publications/Subscriptions/Job Postings	-	-	258	-	250	250	250	263	276	289	304
5048	1	Safety/First Aid	-	-	-	-	100	100	100	105	110	116	122
5055	1	Clinics/Tournaments	-	-	-	-	600	600	600	630	662	695	729

35		CERTIFICATES OF PARTICIPATION											
5201	0	Waggener Farm Park Construction	12,220,941	18,102,849	2,061,980	224							
5254	0	COP Payment	1,106,994	1,123,000	1,130,400	1,132,000	1,138,000	1,138,000	1,148,200	1,152,400	1,558,000	1,558,000	1,558,000
5255	0	COP Fee	203,267	2,756	2,080	(85)	2,000	2,000	2,000	2,000	2,000	2,000	2,000
		COP TOTAL EXPENDITURES	13,531,202	19,228,605	3,194,460	1,132,139	1,140,000	1,140,000	1,150,200	1,154,400	1,560,000	1,560,000	1,560,000
		OTHER EXPENSES											
40		Park Improvements											
5245	0	Town Park				-	3,000,000	3,000,000					
5701	0	Waggener Farm Park Maintenance				70	63,400	63,400	65,000	66,950	68,959	71,027	73,158
5702	0	Berthoud Bike Park Maintenance				978	75,000	75,000	75,000	77,250	79,568	81,955	84,413
									3,500,000				
50		Trail Improvements											
60		Athletic Fields											
5101	0	Athletic Complex Study	-	-									
70		Aquatics Other											
5101	0	Outdoor Lap Pool					37,000	37,000	450,000				
		Town Park Splashpad											
5001	1	Salaries	-	-	-	-	-	-	-	-	-	-	-
5002	1	Employer Contributions	-	-	-	-	-	-	-	-	-	-	-
5003	1	Pension	-	-	-	-	-	-	-	-	-	-	-
5002	2	Salaries-PART TIME/SEASONAL	-	-	-	-	-	-	-	-	-	-	-
5002	2	Employer Contributions-PART TIME/SEASONAL	-	-	-	-	-	-	-	-	-	-	-
5020	1	Purchased Services	-	-	-	-	-	-	1,500	1,575	1,654	1,736	1,823
5057	1	Maintenance and Repair	-	-	-	-	-	-	1,500	1,575	1,654	1,736	1,823
5060	1	Chemicals	-	-	-	-	-	-	6,000	6,300	6,615	6,946	7,293
5102	1	Supplies	-	-	-	-	-	-	750	788	827	868	912
5251	1	Tools	-	-	-	-	-	-	500	525	551	579	608
		TOTAL OTHER EXPENSES	0	-	-	1,048	3,175,400	3,175,400	4,100,250	154,963	159,827	164,847	170,030
		TOTAL RECREATION CENTER OPERATING AND OTHER EXPENSES	13,556,224	20,148,022	4,837,895	2,882,928	6,824,888	6,824,738	7,816,556	4,046,024	4,528,321	4,671,767	4,822,295
		EMERGENCY RESERVES	-	-	-	-	-	-	151,004	-	-	-	-
		ENDING SALES TAX FUND BALANCE	21,894,066	6,190,072	6,085,268	8,378,171	5,916,333	6,674,533	3,740,448	4,959,042	5,938,038	7,028,423	8,235,856

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

	2020	2021	2022	2023	2024	2024	2025	2026	2027	2028	2029
	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	ESTIMATE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
BEGINNING BALANCE	75303663	91245270	105009721	123910484	131287042	131287042	120619311	80683340	74776058	79496554	80192825
REVENUE	69926174	53081592	49980785	49401227	45295616	49891456	46796272	45002039	46213271	47966361	49836050
EXPENSE	53984563	39317142	31080021	42024669	72863425	60559186	85821666	50909321	41492774	47270091	46533416
EMERGENCY RESERVES	0	0	0	0	0	0	910578	0	0	0	0
ENDING BALANCE	91245274	105009720	123910485	131287042	103719233	120619311	80683340	74776058	79496554	80192825	83495459
ENDING BALANCE VERIFICATION	91245274	105009720	123910485	131287042	103719233	120619311	80683340	74776058	79496554	80192825	83495459
	2020	2021	2022		2024	2024	2025	2026	2027	2028	2029
Valuation	275,956,520	211,195,697	2,141,671		2,926,692	2,926,692					
GENERAL FUND	5.188	6.636	6.636		6.058	6.058					
POLICE SERVICES	3.000	3.000	3.000		3.000	3.000					
REFUND & ABATEMENT	0.000	0.033	0.200		0.014	0.014					
TOTAL MILL LEVY	8.188	9.669	9.656		9.072	9.072					
ACTUALS SF BUILDING PERMITS	505	508	222	220	250	250	250	250	250	250	250

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

BERTHOUD AREA TRANSPORTATION

DESCRIPTION	2024	2025
Senior - (age 60+)		
In-town trip - one way	\$ donation only	1.00
Out-of-town trip - one way	\$	4.00

ELECTRIC VEHICLE CHARGERS

DESCRIPTION	2024	2025
Level 2 EV (Electric Vehicle) charger	per hour for first 2 hours	\$ 1.00
Level 2 EV (Electric Vehicle) charger	per hour after first 2 hours	\$ 2.50
Level 3 EV (Electric Vehicle) charger	per Kwh	\$ 0.45

CEMETERY

DESCRIPTION	2024	2025
<u>Lot Sales</u>		
Adult space		
In-town resident	\$	1,550.00
Out-of-town resident	\$	1,750.00
Infant space under age 2		
In-town resident	\$	460.00
Out-of-town resident	\$	500.00
Half plot		
In-town resident		\$ 775.00
Out-of-town resident		\$ 875.00
Columbarium		
Columbarium - in-town resident	\$	1,525.00
Columbarium - out-of-town resident	\$	1,725.00
<u>Opening/closing</u>		
Upright marker section	\$	1,275.00
Flat marker section	\$	1,265.00
Columbarium	\$	425.00
Infant space		No Fee
Cremains	\$	615.00
<u>Regular Service</u>		
Hours 8:00 a.m. - 2:30 p.m. Weekdays (Monday - Friday)		
<u>Saturday Service</u>		
8:00 a.m. - noon - in addition to all other charges	\$	800.00
NO SERVICES ON SUNDAY, EVENINGS, HOLIDAYS OR DAY THE HOLIDAY IS OBSERVED		
<u>Markers</u>		
Flat marker sales		cost + 10%
Columbarium plaque		cost + 10%
<u>Other charges</u>		
Deed transfer	\$	75.00
Disinterment supervision	\$	250.00

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

<u>ADMINISTRATIVE DEPARTMENT</u>				
DESCRIPTION	2024	2024	2025	
<u>Municipal Court</u>				
Jury Trial, per case			statutory	
Trial to the court, per case			statutory	
Request for Dismissal of No Proof of Insurance Fee, each	\$		35.00	
Humane Society reimbursement			actual costs	
Warrant processing, per warrant			35.00	
Court Administrative Fee	\$		35.00	
Daily jail inmate			75.65	
MTC Fines & Surcharges				
Model Traffic Code	Fine		Surcharge	Surcharge
	FINES DOUBLE IN SAFETY ZONE			
	Traffic Regulations Generally			
109 (13)(a)	Low power scooters, animals, skis, skateboards, toys	\$	15.00	\$ 15.00
1211	Limitations on backing	\$	30.00	\$ 15.00
1405	Riding in trailers	\$	15.00	\$ 15.00
	Equipment Violations			
201	Obstruction of view or driving mechanism	\$	35.00	\$ 15.00
202	Driving of Defective or Unsafe vehicles - spot inspections	\$	35.00	\$ 15.00
204	Failed to display lamps when required	\$	15.00	\$ 15.00
205	Head lamps on motor vehicles	\$	15.00	\$ 15.00
206	Tail lamps & reflectors	\$	15.00	\$ 15.00
207	Clearance & identification	\$	15.00	\$ 15.00
208	Stop lamps & turn signals	\$	15.00	\$ 15.00
209	Lamp or flag on projecting loads	\$	15.00	\$ 15.00
210	Lamps on parked vehicles	\$	15.00	\$ 15.00
211	Lamps on farm equipment & other vehicles	\$	15.00	\$ 15.00
212	Spot lamps & auxiliary lamps	\$	15.00	\$ 15.00
213	Audible/visual signals on emergency vehicles	\$	15.00	\$ 15.00
214	Visual signals on service vehicles	\$	15.00	\$ 15.00
215	Signal lamps & devices - additional lighting	\$	15.00	\$ 15.00
216	Multiple-beam road lights	\$	15.00	\$ 15.00
217	Use of multiple-beam lights	\$	15.00	\$ 15.00
218	Single beam road lighting equipment	\$	15.00	\$ 15.00
219	Number of lamps permitted	\$	15.00	\$ 15.00
220	Low power scooters - lighting equipment	\$	15.00	\$ 15.00
221	Bicycle & personal mobility device equipment	\$	15.00	\$ 15.00
222 (1)	Volunteer firefighters/ambulance attendants lights & alarms	\$	15.00	\$ 15.00
223	Brakes	\$	15.00	\$ 15.00
224	Horns & warning devices	\$	15.00	\$ 15.00
225 (1)	Mufflers	\$	15.00	\$ 15.00
226	Mirrors-exterior placement	\$	15.00	\$ 15.00
227 (1)	Windows unobstructed (treatments)	\$	50.00	\$ 15.00
227 (2)	Windows unobstructed (cleaning devices)	\$	15.00	\$ 15.00
228 (1)(3)(5)(6)	Restrictions on tire equipment	\$	15.00	\$ 15.00
229	Safety glazing material in motor vehicles	\$	15.00	\$ 15.00
230	Emergency lighting equipment - who must carry	\$	15.00	\$ 15.00
231	Parking lights	\$	15.00	\$ 15.00
232	Minimum safety standards motorcycles & scooters	\$	15.00	\$ 15.00
233	Alteration of suspension system	\$	75.00	\$ 15.00
234	Slow moving vehicles - display of emblem	\$	15.00	\$ 15.00
236	Child restraint systems required	\$	65.00	\$ 15.00
237	Safety belt systems - mandatory use	\$	65.00	\$ 15.00
1411	Use of earphones while driving	\$	15.00	\$ 15.00
1412	Operation of bicycles & other human powered vehicle	\$	15.00	\$ 15.00
1901	School buses equipped w/suppl brake retarders	\$	35.00	\$ 15.00
	Size, weight, load violations			
502	Width of vehicles	\$	75.00	\$ 15.00
503	Projecting loads on passenger vehicles	\$	15.00	\$ 15.00
504	Height & length of vehicles	\$	75.00	\$ 15.00
505	Longer vehicle combinations	\$	75.00	\$ 15.00
506	Trailers & towed vehicles	\$	15.00	\$ 15.00
509	Vehicles weighed-excess removed	\$	50.00	\$ 15.00
106 (1)(3)	Who may restrict right to use highway	\$	35.00	\$ 15.00
512	Liability for damage to highway	\$	75.00	\$ 15.00
	Signals, signs & marking violations			
603	Obedience to official traffic control devices	\$	100.00	\$ 15.00
604	Traffic control signal legend	\$	100.00	\$ 15.00
605	Flashing signals	\$	70.00	\$ 15.00
606	Display of unauthorized signs or devices	\$	15.00	\$ 15.00
607 (1)	Interference with official devices (damage,etc)	\$	50.00	\$ 15.00
607 (2)(a)	Interference with official devices (electronic dev.)	\$	100.00	\$ 15.00
608 (1)	Signals by hand or signal device	\$	70.00	\$ 15.00
608 (2)	Signals by hand or signal device	\$	15.00	\$ 15.00
609	Method of giving hand or arm signals	\$	15.00	\$ 15.00
610	Unauthorized insignia	\$	15.00	\$ 15.00
612	When signals are inoperative or malfunctioning	\$	70.00	\$ 15.00
613	Failure to pay toll	\$	35.00	\$ 15.00

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

Model Traffic Code continued	2024 Fine	2024 Surcharge	2025 Surcharge
Rights-of-way violations			
701 Vehicles approaching or entering intersection	\$ 70.00	\$ 15.00	
702 Vehicle turning left	\$ 70.00	\$ 15.00	
703 Entering through highway-stop or yield intersection	\$ 70.00	\$ 15.00	
704 Vehicle entering roadway	\$ 70.00	\$ 15.00	
705 Operation of vehicle approached by emergency vehicle	\$ 70.00	\$ 15.00	
706 Obedience to railroad signal	\$ 70.00	\$ 15.00	
707 Certain vehicles must stop at RR crossing	\$ 70.00	\$ 15.00	
708 Moving heavy equip at RR crossing	\$ 35.00	\$ 15.00	
709 Stop when traffic obstructed	\$ 70.00	\$ 15.00	
710 Emerging from or entering alley, driveway or bldg	\$ 70.00	\$ 15.00	
711 Driving on mountain highways	\$ 100.00	\$ 15.00	
712 Driving in highway work area	\$ 70.00	\$ 15.00	
Pedestrian violations			
801 Obedience to traffic control devices & traffic regs.	\$ 15.00	\$ 15.00	
802 (1) Ped. right of way in crosswalks (vehicle yield)	\$ 30.00	\$ 15.00	
802 (3) Ped. right of way in crosswalks (leaving curb)	\$ 15.00	\$ 15.00	
802 (4) Ped. right of way in crosswalks (vehicle appr rear)	\$ 30.00	\$ 15.00	
802 (5) Ped. right of way in crosswalks (signals)	\$ 30.00	\$ 15.00	
803 Crossing at other than crosswalk	\$ 15.00	\$ 15.00	
805 Pedestrian in wheelchair on highway	\$ 15.00	\$ 15.00	
806 Driving through safety zone prohibited	\$ 70.00	\$ 15.00	
807 Drivers to exercise due care	\$ 70.00	\$ 15.00	
808 Driver & Pedestrian yield to person w/ disabilities	\$ 70.00	\$ 15.00	
Turning & stopping violations			
901 Required position and method of turning	\$ 70.00	\$ 15.00	
902 Limitations on turning around	\$ 70.00	\$ 15.00	
903 Turning movements % required signals	\$ 70.00	\$ 15.00	
Driving, overtaking & passing violations			
1001 Driving on right side	\$ 70.00	\$ 15.00	
1002 Passing oncoming vehicles	\$ 100.00	\$ 15.00	
1003 Overtaking a vehicle on the left	\$ 100.00	\$ 15.00	
1004 When overtaking on the right is permitted	\$ 100.00	\$ 15.00	
1005 Limitations on overtaking on the left	\$ 100.00	\$ 15.00	
1006 One way roads & rotary traffic islands	\$ 70.00	\$ 15.00	
1007 Driving on roadway lined for traffic	\$ 100.00	\$ 15.00	
1008 Following too close	\$ 100.00	\$ 15.00	
1008.5 Crowding or threatening bicyclist	\$ Summons	\$ 15.00	
1009 Coasting prohibited	\$ 70.00	\$ 15.00	
1010 Driving on divided/controlled access hwy	\$ 70.00	\$ 15.00	
1011 Use of runaway vehicle ramps	\$ 200.00	\$ 15.00	
1012 (3)(a) HOV & HOT lanes	\$ 65.00	\$ 15.00	
1012 (3)(b) HOV & HOT lanes	\$ 125.00	\$ 15.00	
1013 Passing lane (definition/penalty)	\$ 100.00	\$ 15.00	
Speeding			
1101 (1) 1 to 4 over limit	\$ 30.00	\$ 15.00	
5 to 9 over limit	\$ 70.00	\$ 15.00	
10 to 19 over limit	\$ 135.00	\$ 15.00	
20 to 24 over limit	\$ 200.00	\$ 15.00	
25 or more over limit	\$ Summons	\$ 15.00	
Speeding - Low Power Scooters			
1101 (8)(g) LP Scooter 1 to 4 over	\$ 50.00	\$ 15.00	
LP Scooter 5 to 9 over	\$ 75.00	\$ 15.00	
LP Scooter > 9 over	\$ 100.00	\$ 15.00	
1101 (3) Speeding (special hazards)	\$ 100.00	\$ 15.00	
1103 Minimum speed regulation	\$ 50.00	\$ 15.00	
1104 Speed limits on elevated structures	\$ 30.00	\$ 15.00	
Parking Violations			
1201 Starting parked vehicle	\$ 30.00	\$ 15.00	
1202 Parking or abandonment of vehicles	\$ 30.00	\$ 15.00	
1204 Stopping,standing,parking prohibited in specified places	\$ 15.00	\$ 15.00	
1205 Parking at curb or edge of roadway	\$ 15.00	\$ 15.00	
1206 Unattended motor vehicle	\$ 15.00	\$ 15.00	
1207 Opening/closing vehicle doors	\$ 15.00	\$ 15.00	
1208 (6) or (9) Parking privileges for persons with disabilities	\$ 100.00	\$ 15.00	
Commerical motor vehicle illegal parking	\$ 100.00	\$ 15.00	
Other offenses			
1402 Careless Driving	\$ 150.00	\$ 15.00	
1403 Following fire apparatus prohibited	\$ 30.00	\$ 15.00	
1404 Crossing fire hose	\$ 15.00	\$ 15.00	
1406 Foreign matter on highway prohibited	\$ 35.00	\$ 15.00	
1407 (3)(a) Spilling loads	\$ 35.00	\$ 15.00	
1407 (3)(b) Spilling loads (no bodily injury)	\$ 100.00	\$ 15.00	
1407 (3)(c) Spilling loads (causing bodily injury)	\$ 500.00	\$ SUMMONS	
1408 Operating vehicle on parks property	\$ 15.00	\$ 15.00	
1414 (2)(a) Use of dyed fuel on highways prohibited (1st off.)	\$ 500.00	\$ 15.00	
1414 (2)(b) Use of dyed fuel on highways prohibited (2nd off.)	\$ 1,000.00	\$ 15.00	
1414 (2)(c) Use of dyed fuel on highways prohibited (3rd off.)	\$ 5,000.00	\$ 15.00	
Motorcycle violations			
1502 (1) thru (4) Riding on motorcycles (position)	\$ 30.00	\$ 15.00	
1502 (4.5) Riding on motorcycles (helmet requirements)	\$ 100.00	\$ 15.00	
1503 Operating motorcycle on roads lined for traffic	\$ 30.00	\$ 15.00	
1504 Clinging to other vehicles (motorcycle rider)	\$ 30.00	\$ 15.00	
Offenses by persons controlling vehicles			
239 (5)(a) Misuse of wireless telephone (1st offense)	\$ 50.00	\$ 15.00	
239 (5)(b) Misuse of wireless telephone (2nd or subsequent)	\$ 100.00	\$ 15.00	
1704 Offenses by persons controlling vehicles	\$ 15.00	\$ 15.00	
Excessive Weight - Pounds (MTC 507 and 508)			
1 to 1,000	\$ 15.00	\$ 15.00	
1,001 - 3,000	\$ 25.00	\$ 15.00	
3,001 - 5,000	.03 per pound overweight		
5,001 - 7,000	.05 per pound overweight		
7,001 - 10,000	.07 per pound overweight		
10,001 - 15,000	.10 per pound overweight		
15,001 - 19,950	.15 per pound overweight		
Over 19,750	.25 per pound overweight		

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

DESCRIPTION	2024	2025
<u>TOWN CLERK</u>		
Occupation Tax		
Liquor	\$	250.00
Marijuana	\$	250.00
Telephone, per account		\$12.00/yr
Administrative Fees		
General Business License	\$	20.00
Building Contractor License	\$	100.00
Trash Hauler License- annual renewal required	\$	250.00
Milk Delivery License- annual renewal required	\$	25.00
Door-to-Door solicitor - annual renewal required	\$	250.00
Vendor - Jan 1 thru Dec. 31	\$	50.00
Second hand/antique store - annual renewal required	\$	25.00
Mobile Home Park - annual renewal required		\$5.00/space
Tree Contractor's License - annual renewal required	\$	45.00
Pet License neutered/spayed	\$	10.00
Pet License intact	\$	20.00
Pet license for senior resident owner		no charge
Replacement Tag	\$	2.50
Returned check	\$	25.00
Late payment	\$	10.00
Notification of turn-off fee / door hanger	\$	30.00
Non-residential TURN OFF fee - business hours Mon - Thurs 8am - 4pm	based on customer request	30.00
Non-residential TURN ON fee - business hours Mon - Thurs 8am - 4pm	based on customer request	30.00
Filing fee to certify accounts for non-payment	\$	30.00
Utility account transfer fee (charge to both buyer & seller)	\$	20.00
Berthoud Water Cross Control Connection (WCCC) & Backflow Prevention Program NonCompliance Fees		
WCCC - Backflow Prevention Noncompliance Fee / 1- 30 Days Past Due		No Fee
WCCC - Backflow Prevention Noncompliance Fee / 31 days past due	\$	100.00
WCCC - Backflow Prevention Noncompliance Fee / 61 days past due	\$	250.00
WCCC - Backflow Prevention Noncompliance Fee / 91 days pas due	\$	500.00
Backflow Non Compliance Turn-ON Fee	\$	90.00
Municipal Fee (per month per residence in town limits)		\$9.02/month
Notary Fee per document	\$	5.00
Photocopy, per page, per side 8-1/2 x 11 black	\$	0.20
Photocopy, per page, per side 8-1/2 x 11 color	\$	0.50
Photocopy, per page, per side any larger size, black	\$	0.50
Photocopy per page, per side any larger size, color	\$	1.00
DVD copy, each	\$	5.00
Postage for mailing DVD	\$	2.00
Passport fee	\$	35.00
Passport photo, 2 photos per set or electronic	\$	10.00
Surcharge on use of credit card for building permit (over \$1000 purchase)		3% of purchase price over \$1000
Liquor License	All local fees are statutory in addition to occupation	statutory
<u>Application Fees</u>		
New License	\$	1,000.00
New License with Concurrent Review	\$	1,000.00
Application Late Renewal Fee		\$ 500.00
<u>Retail License and Permit Fees</u>		
Art License	\$	41.25
Bed & Breakfast Permit	\$	25.00 \$ 3.75
Beer and Wine License	\$	148.75 \$ 48.75
Brew-Pub License	\$	175.00 \$ 75.00
Campus Liquor Complex		\$ 75.00
Change in Cooperation/LLC (per person)	\$	100.00
Change of Location	\$	750.00
Club License	\$	141.25 \$ 41.25
Entertainment Facility		\$ 75.00
Fermented Malt Beverage and Wine		\$ 3.75
Fermented Malt Beverage on Premises		\$ 3.75
Fermented Malt Beverage On/Off Premises		\$ 3.75
Hotel & Restaurant License	\$	175.00 \$ 75.00
Hotel & Restaurant License w/Optional Premises	\$	175.00 \$ 75.00
Liquor Licensed Drug Store	\$	122.50 \$ 22.50
Lodging Facility		\$ 75.00
Manager Registration (HR, Tavern, Lodging, Entertainment, Campus Liquor Complex)		\$ 30.00
Mini Bar Permit with Hotel and Restaurant License		\$ 48.75
Optional Premises License	\$	175.00 \$ 75.00
Racetrack License	\$	175.00 \$ 75.00
Related Facility - Campus Liquor Complex		\$ 15.00
Related Facility - Resort Complex		\$ 15.00
Resort Complex License	\$	175.00 \$ 75.00
Each Resort Complex-Related Facility Permit		\$ 15.00
Retail Establishment - Art Gallery Permit	\$	100.00 \$ 3.75
Retail Gaming Tavern License	\$	175.00 \$ 75.00
Retail Liquor Store License	\$	175.00 \$ 75.00
Special Events Liquor Permit - 3.2% and Liquor	\$	100.00
Tasting Permit		\$ 150.00
Tavern License	\$	175.00 \$ 75.00
Transfer of Ownership	\$	750.00
Vinter's License	\$	175.00 \$ 75.00
Marijuana		
New Application Fee (Plus annual license fee)	\$	3,200.00
Transfer Application Fee (Plus annual license fee)	\$	3,200.00
Center Business Type 1 (0 - 300)	\$	2,500.00
Center Business Type 2 (301 - 500)	\$	2,500.00
Center Business Type 3 (501 +)	\$	2,500.00
Optional Premises Cultivation	\$	2,200.00
Marijuana Infused Product Mfg.	\$	2,200.00
Occupational Key	\$	250.00
Support License	\$	75.00
Caregiver Registrations	\$	20.00
Change of Ownership	\$	500.00
Each Add'l new owner or Assoc. Person	\$	100.00
Corp/LLC Change (per person)	\$	100.00
Change of Trade Name	\$	50.00
Change of Location	\$	500.00
Modification of Premises	\$	250.00
Duplicate License	\$	50.00
Duplicate Occupational License	\$	50.00
Duplicate Registration	\$	30.00
Occupation Tax License	\$	250.00
Transaction Fee - per transaction	\$	3.00

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

		<u>POLICE DEPARTMENT</u>			
DESCRIPTION			2024	2025	
Reports					
	Initial report	\$	3.00		
	supplemental reports, per page	\$	0.50		
Fingerprints					
	Resident, first card	\$	10.00		
	Resident, each additional card	\$	5.00		
	Non-resident, first card	\$	15.00		
	Non-resident, each additional card	\$	5.00		
Background check					
	Individual, each	\$	8.00		
Sex offender					
	Includes fingerprints and photo	\$	20.00		
VIN inspection					
	Resident, per vehicle	\$	20.00		
	Non-resident, per vehicle	\$	20.00		
Bonding					
	Per bond (misdemeanor, petty offense & municipal only)	\$	45.00		

		<u>STREETS</u>			
DESCRIPTION			2024	2025	
	Street cut, per cut minor - less than 50 square feet	\$	100.00		
	Street cut, per cut major - 50 square feet and over	\$	150.00		
	Street cut - drive/curb/gutter/sidewalk/encroachment/alley	\$	50.00		
	Open cut-additional fees per square foot		\$2.50 x sq feet		
	Open cut-additional fees per square foot (paved within the last 5 years)		\$7.50 x sq feet		

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

<u>WATER & WASTEWATER UTILITIES</u>				
DESCRIPTION		2024		2025
<u>WATER</u>				
Line fee	<u>In-town</u>			
	5/8 & 1/2 inch tap	\$	17.35	\$ 17.71
	1 inch tap	\$	18.61	\$ 19.00
	1 1/2 inch tap	\$	20.93	\$ 21.37
	2 inch tap	\$	26.97	\$ 27.54
	3 inch tap	\$	34.25	\$ 34.97
	4 inch tap	\$	57.17	\$ 58.37
	6 inch tap	\$	87.21	\$ 89.04
	8 inch tap	\$	165.72	\$ 169.20
	10 inch tap	\$	232.01	\$ 236.88
	12 inch tap	\$	364.59	\$ 372.25
	Non-potable	\$	12.69	\$ 12.96
	<u>Berthoud Lake Ranchettes</u>			
	5/8 & 1/2 inch tap	\$	21.69	\$ 22.15
	1 inch tap	\$	23.26	\$ 23.75
	1 1/2 inch tap	\$	26.16	\$ 26.71
	2 inch tap	\$	33.71	\$ 34.42
	3 inch tap	\$	42.82	\$ 43.72
	4 inch tap	\$	71.46	\$ 72.96
	6 inch tap	\$	109.01	\$ 111.30
	8 inch tap	\$	207.15	\$ 211.50
	10 inch tap	\$	290.01	\$ 296.10
	12 inch tap	\$	455.74	\$ 465.31
	Non-potable	\$	12.69	\$ 12.96
	<u>Out-of-town</u>			
	5/8 & 1/2 inch tap	\$	26.04	\$ 26.59
	1 inch tap	\$	27.91	\$ 28.50
	1 1/2 inch tap	\$	31.39	\$ 32.05
	2 inch tap	\$	40.45	\$ 41.30
	3 inch tap	\$	51.36	\$ 52.44
	4 inch tap	\$	85.75	\$ 87.55
	6 inch tap	\$	130.82	\$ 133.57
	8 inch tap	\$	248.59	\$ 253.81
	10 inch tap	\$	348.02	\$ 355.33
	12 inch tap	\$	546.90	\$ 558.38
	Non-potable	\$	12.69	\$ 12.96
Usage charges				
RESIDENTIAL	<u>In-Town - per 1000 gallons</u>			
	5/8 & 1/2 inch tap, first 24,000 gallons	\$	4.41	\$ 4.50
	1 inch tap, first 60,000 gallons	\$	4.41	\$ 4.50
	2 inch tap, first 192,000 gallons	\$	4.41	\$ 4.50
	<u>In-town - per 1000 gallons</u>			
	5/8 & 1/2 inch tap, over 24,000 gallons + first 24,000 gal. fee	\$	8.83	\$ 9.02
	1 inch tap, over 60,000 gallons + first 60,000 gal. fee	\$	8.83	\$ 9.02
	2 inch tap, over 192,000 gallons + first 192,000 gal. fee	\$	8.83	\$ 9.02
	<u>Berthoud Lake Ranchettes - per 1000 gallons</u>			
	First 24,000 gallons	\$	4.41	\$ 4.50
	Over 24,000 gallons	\$	11.04	\$ 11.27
	<u>Out-of-Town, per 1000 gallons</u>			
	5/8 & 1/2 inch tap, first 24,000 gallons	\$	6.61	\$ 6.75
	1 inch tap, first 60,000 gallons	\$	6.61	\$ 6.75
	<u>Out-of-town, per 1000 gallons</u>			
	5/8 & 1/2 inch tap, over 24,000 gallons + first 24,000 gal. fee	\$	13.20	\$ 13.48
	1 inch tap, over 60,000 gallons + first 60,000 gal. fee	\$	13.20	\$ 13.48

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

WATER continued

DESCRIPTION		2024	2025
MULTI-FAMILY	<u>Per 1000 gallons</u>		
	5/8 & ¾ inch tap, first 24,000 gallons	\$	3.80 \$ 3.88
	1 inch tap, first 60,000 gallons	\$	3.80 \$ 3.88
	1 ½ inch tap, first 120,000 gallons	\$	3.80 \$ 3.88
	2 inch tap, first 192,000 gallons	\$	3.80 \$ 3.88
	4 inch tap, first 600,000 gallons	\$	3.80 \$ 3.88
	6 inch tap, first 1,200,000 gallons	\$	3.80 \$ 3.88
	<u>Per 1000 gallons</u>		
	5/8 & ¾ inch tap, over 24,000 gallons + first 24,000 gal. fee	\$	7.60 \$ 7.76
	1 inch tap, over 60,000 gallons + first 60,000 gallon fee	\$	7.60 \$ 7.76
	1 ½ inch tap, over 120,000 gallons + first 120,000 gallon fee	\$	7.60 \$ 7.76
	2 inch tap, over 192,000 gallons + first 192,000 gallons fee	\$	7.60 \$ 7.76
	4 inch tap, over 600,000 gallons + first 600,000 gallon fee	\$	7.60 \$ 7.76
	6 inch tap, over 1,200,000 gallons + first 1,200,000 gallon	\$	7.60 \$ 7.76
EDUCATIONAL	<u>Per 1000 gallons</u>		
	Up to 192,000 gallons	\$	4.03 \$ 4.11
	192,000+ gallons	\$	8.07 \$ 8.24
COMMERCIAL	<u>In-Town - per 1000 gallons</u>		
	5/8 & ¾ inch tap, first 24,000 gallons	\$	3.53 \$ 3.60
	1 inch tap, first 60,000 gallons	\$	3.53 \$ 3.60
	1 ½ inch tap, first 120,000 gallons	\$	3.53 \$ 3.60
	1 ½ inch tap, variance	\$	3.53 \$ 3.60
	2 inch tap, first 192,000 gallons	\$	3.53 \$ 3.60
	<u>In-Town - per 1000 gallons</u>		
	5/8 & ¾ inch tap, over 24,000 gallons + first 24,000 gal. fee	\$	7.07 \$ 7.22
	1 inch tap, over 60,000 gallons + first 60,000 gallon fee	\$	7.07 \$ 7.22
	1 ½ inch tap, over 120,000 gallons + first 120,000 gallon fee	\$	7.07 \$ 7.22
	2 inch tap, over 192,000 gallons + first 192,000 gallons fee	\$	7.07 \$ 7.22
	<u>Out-of-Town, per 1000 gallons</u>		
	5/8 & ¾ inch tap, first 24,000 gallons	\$	5.33 \$ 5.44
	1 inch tap, first 60,000 gallons	\$	5.33 \$ 5.44
	<u>Out-of-town, per 1000 gallons</u>		
	5/8 & ¾ inch tap, over 24,000 gallons + first 24,000 gal. fee	\$	10.67 \$ 10.89
	1 inch tap, over 60,000 gallons + first 60,000 gal. fee	\$	10.67 \$ 10.89
Non-potable system	<u>per 1000 gallons</u>	\$	2.00 \$ 2.04
Bulk	Hydrant meter deposit	\$	2,500.00
	Usage, per 1000 gallons	\$	12.11 \$ 12.36
	Hydrant meter daily rental	\$ 5.00/day	
Pump Station	High Pressure Zone	\$	5.00 \$ 5.11
Berthoud Water Cross Control Connection (WCCC) & Backflow Prevention Program NonCompliance Fees			
	WCCC - Backflow Prevention Noncompliance Fee / 1 - 30 Days Past Due		No Fee
	WCCC - Backflow Prevention Noncompliance Fee / 31 days past due (no waiver of fine allowed)	\$	100.00
	WCCC - Backflow Prevention Noncompliance Fee / 61 days past due (no waiver of fine allowed)	\$	250.00
	WCCC - Backflow Prevention Noncompliance Fee / 91 days past due (no waiver of fine allowed)	\$	500.00
	91 days past due results in disconnection of service		
	Backflow Non Compliance Turn-ON Fee	\$	90.00
Misc. water fees	Late payment	\$	10.00
	Notification of turn-off fee / door hanger	\$	30.00
	Non-residential TURN OFF fee - business hours Mon - Thurs 8am - 4pm	\$	30.00
	Non-residential TURN ON fee - business hours Mon - Thurs 8am - 4pm	based on customer request	\$ 30.00
	Filing fee to certify accounts for non-payment	\$	30.00
	Utility account transfer fee (charge to both buyer & seller)	\$	20.00

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

DESCRIPTION		2024		2025	
<u>WASTEWATER</u>					
Lift Station Fees	Line Fee - per month	\$	27.44	\$	28.02
	Usage Fee, per 1000 gallons of water average in Jan & Feb.	\$	6.62	\$	6.76
	Campion	\$	4.47	\$	4.56
	Bonmar	\$	4.47	\$	4.56
	Riverglen	\$	4.47	\$	4.56
	Heron Lakes	\$	4.47	\$	4.56

		2024		2025	
<u>STORM WATER</u>					
DESCRIPTION					
	1000 square feet or less (base rate)	\$	6.00	\$	6.13
	Over 1000 square feet (in 100 square foot increments)		\$.37/100 sq ft + base		

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

DESCRIPTION	PLANNING & BUILDING DEPARTMENTS		2024	2025
<u>BUILDING PERMIT FEES</u>				
* \$50 ADMINISTRATION AND \$50 TECHNOLOGY FEE WILL BE ADDED				
Residential Construction		Table 1-A, 1997 UBC	50% of Permit Fee	
Non-Residential Construction		Table 1-A, 1997 UBC	65% of Permit Fee	
Basement Finish		Table 1-A, 1997 UBC	\$	100.00
Manufactured Homes		Table 1-A, 1997 UBC		50% of Permit Fee
Mobile Home Install	\$	650.00		50% of Permit Fee
Moved Buildings		Table 1-A, 1997 UBC		50% of Permit Fee
New Master Plan Review Only Permit		Table 1-A, 1997 UBC	\$	100.00
Repeat Master Plan Review Fee				50% of Permit Fee
Work not specifically listed-Residential		Table 1-A, 1997 UBC		50% of Permit Fee
Work not specifically listed-Commercial		Table 1-A, 1997 UBC		65% of Permit Fee
Temporary Certificate of Occupancy		\$600 / 30 days		
<u>MS4 PERMIT FEES</u>				
MS4 Permit-Berthoud Erosion Control permit		\$50		determined by MOU
MS4 Violation with building permit issuance		2x building permit fee		
MS4 Violation without building permit issuance		\$500 per day after 48 hours		
MS4 Administration Fee			\$	45.00
MS4 General Administration Fee (Permit Tech) per hour			\$	60.00
MS4 Inspections Fee - Per permit per month < 1 acre			\$	105.00
MS4 Hourly Inspection Fee			\$	105.00
MS4 Re-Inspection Fee			\$	105.00
MS4 Inspection Multiplier per acre over 1 acre			\$	1.25
<u>OVER THE COUNTER ONE-STOP FEES</u>				
* \$25 ADMINISTRATION AND \$25 TECHNOLOGY FEE WILL BE ADDED TO ALL OVER THE COUNTER/ONE-STOP PERMITS				
Air Conditioning	\$	100.00		
Demolition	\$	75.00		
Furnace Replacement	\$	100.00		
Gas Piping	\$	100.00		
Hot Water Boiler	\$	100.00		
Hot Water Heater	\$	100.00		
Roofing/Re-Roofing (Residential)	\$	100.00		
Water Service Line Repair	\$	100.00		
Wastewater Service Line Repair	\$	100.00		
<u>OTHER/MISC FEES</u>				
Violation Fee		2 x permit fee		
Re-inspection Fee	\$	85.00		
Investigation Fee per Hour			\$	150.00
<u>RIGHT-OF-WAY PERMIT</u>				
Right-of-Way Application		\$	25.00	
Right-of-Way Permit extension/revision		\$	25.00	
Right-of-Way Inspection Fee			\$132 per hour	
Street cut, per cut minor - less than 50 square feet		\$	100.00	
Street cut, per cut major - 50 square feet and over		\$	150.00	
Street cut - drive/curb/gutter/sidewalk/encroachment/alley		\$	50.00	
Open cut-additional fees per square foot			\$2.50 x sq feet	
Open cut-additional fees per square foot (paved within the last 5 years)			\$7.50 x sq feet	
Berthoud Water Cross Control Connection (WCCC) & Backflow Prevention Program NonCompliance Fees				
WCCC - Backflow Prevention Noncompliance Fee / 1 - 30 Days Past Due			No Fee	
WCCC - Backflow Prevention Noncompliance Fee / 31 days past due (no waiver of fine allowed)		\$	100.00	
WCCC - Backflow Prevention Noncompliance Fee / 61 days past due (no waiver of fine allowed)		\$	250.00	
WCCC - Backflow Prevention Noncompliance Fee / 91 days past due (no waiver of fine allowed)		\$	500.00	
91 days past due results in disconnection of service				
Backflow Non Compliance Turn-ON Fee		\$	90.00	

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

Planning & Building continued

DESCRIPTION	2024	2025
ELECTRICAL PERMIT FEES		
* ELECTRICAL PERMIT FEES WILL BE ADDED TO ALL PERMITS WHERE ELECTRICAL WORK IS INVOLVED		
RESIDENTIAL CREATING NEW LIVING SPACE-BASED ON SQUARE FOOTAGE		
0 to 1000 square feet	\$ 100.00	\$ 100.00
1001 to 1500 square feet	\$ 150.00	\$ 150.00
1501 to 2000 square feet	\$ 200.00	\$ 200.00
Each additional 100 square feet (over 2000 sq feet)	\$ 10.00	\$200 +\$10 for each addl ft
ALL OTHER BASED ON VALUATION		
\$1.00 TO \$2000.00	Cost	\$ 100.00
OVER \$2000	\$200 + \$10 for each additional \$1000 over \$2000	
Residential Solar		500.00
Nonresidential Solar < 2MW		\$ 1,000.00
Nonresidential Solar > 2MW		Table 1-A, 1997 UBC + Plan Review
Mobile Home/Travel Trailer	\$150 per space	
Re-inspection Fee	\$	85.00
Temporary Construction Meter	\$	85.00
Permanent Meter Inspection	\$	85.00
ELECTRICAL PLAN REVIEWS		
Residential	50% of Electrical Permit Fee	
Non-Residential	65% of Electrical Permit Fee	
Violation Fee		2 x permit fee
Re-inspection Fee		\$ 85.00
Investigation Fee per hour		\$ 150.00

USE TAX

Town of Berthoud Use Tax is 4% of construction materials and fixed equipment and is based upon 50% of the total project valuation unless a specific breakdown of materials and fixed equipment costs is provided to the Building Department. Larimer County has an additional .8% use tax.

APPLICATION FEES

Application fees are to reimburse the Town for staff and consultant costs associated with development review and the processing of development applications.

	2024	2025
Neighborhood Master Plan	\$ 1,500.00	
Administrative Plat Review & Action	\$ 300.00	
Appeal to Administrative Decision	\$ 350.00	
Comp Plan Amendment	\$ 350.00	
Telecommunications Tower	1050.00	
Plat Amendment	\$ 300.00	
Time Extension for Plat/Plan	\$ 150.00	
Vacation of Plat	\$ 300.00	
Lot Line Merger	\$ 300.00	
Amendment to PUD – Text /Architecture	\$ 350.00	
Amendment to PUD – Plan	\$ 550.00	
Annexation	\$ 1,500.00	
Preliminary Plat	\$ 1,400.00	
Final Plat	\$ 800.00	
Minor Subdivision	\$ 700.00	
Preliminary-Development Plan	\$ 800.00	
Final-Development Plan	\$ 800.00	
Rezoning/Zoning	\$ 650.00	
Short-term Rental Business License		\$ 350.00
Short-term Rental Business License Annual Renewal		\$ 150.00
Site Plan	\$ 750.00	
Special/Conditional Use Review	\$ 400.00	
Oil & gas drilling and production	\$1000 per well	
Oil & Gas Annual Report		\$ 500.00
Historic Building Alteration/Demolition	\$ 100.00	
Variance	\$200.00	
Right of Way and Easement Vacation	Per vacation	
Waiver	\$ 50.00	
Sign Permit (new only)	\$ 150.00	
Sign Permit Sandwich Board (new and renewal)		25.00
Development Sign Deposit	\$ 350.00	
2nd TRC Meeting	\$ 250.00	
Flood Development Permit	\$ 750.00	
Flood Development Variance	\$ 200.00	
Grading Permit		500.00

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

Planning & Building continued

DESCRIPTION	2024	2025
In addition to the Application Fees, the following development review deposits shall be provided to the Town at the time of submittal of a Development Review Application. At such time as expenses are in excess of the development review fee deposit, subsequent deposits shall be requested by the Town. The amount of the additional deposit will be based on the status of the project and outstanding issues. All final charges will be based on actual time spent and actual consultant charges.		
DEVELOPMENT REVIEW DEPOSITS		
	Deposit	Deposit
Neighborhood Master Plan	\$	5,000.00
Annexation	\$	5,000.00
Preliminary Subdivision Plat	\$750.00 + \$15 unit + \$15 acre NR	\$1,000
Final Subdivision Plat	\$750.00 + \$20 unit + \$20 acre NR	\$1,000
Minor Subdivision Plat		\$3,000.00
Zoning/Rezoning		\$2,500.00
Short-term Rental Business License		\$1,000.00
Site Plan	\$750 + \$15 unit + \$15 acre NR	\$3,500.00
Use by Special Review	\$	2,500.00
Use by Special Review (oil and gas)	\$	15,000.00
Variance - per variance	\$	1,000.00
ROW and Easement Vacation - per vacation	\$	500.00
Lot Line Merger	\$	150.00
Comp Plan Amendment	\$	150.00
Appeals of Administrative Decision	\$	750.00
Vested Rights	\$	150.00
Telecommunications: new facility		\$1,000.00
Prelim Plat Amendment	\$	6,000.00
Final Plat Amendment	\$	7,000.00
Waiver	\$	100.00
Oil & Gas Annual Report		\$1,500.00
Prelim Drainage Plan Review		
Less than 1 acre	\$	250.00
1 to 19 acres	\$	500.00
20 to 99 acres	\$	1,000.00
100 + acres	\$	1,500.00
Final Drainage Plan Review		
Less than 1 acre	\$	500.00
1 to 19 acres	\$	1,000.00
20 to 99 acres	\$	2,000.00
100 + acres	\$	2,500.00
Flood Development Permit Review	\$	5,000.00
Flood Development Variance Review	\$	3,500.00
Review of Preliminary TIS		
Less than 1 acre	\$	250.00
1 – 19 acres	\$	500.00
20 – 99 acres	\$	1,000.00
100 + acres	\$	1,500.00
Review of Final TIS		
Less than 1 acre	\$	500.00
1 – 19 acres	\$	1,000.00
20 – 99 acres	\$	2,000.00
100 + acres	\$	2,500.00
Metro District	\$	2,500.00
Grading Permit		\$ 2,500.00
DEVELOPMENT REVIEW FEES		
Staff	Per Hour Rate	
Planning Director	\$ 105.00	\$ 130.00
Planner	\$ 80.00	\$ 100.00
Planning Technician	\$ 65.00	\$ 80.00
Engineer	\$ 105.00	\$ 130.00
Building Official / Inspector	\$	\$ 100.00
GIS Analyst	\$	\$ 100.00
Utilities Director	\$ 100.00	\$ 130.00
Public Works Director	\$ 100.00	\$ 120.00
Streets Department Supervisor	\$ 85.00	\$ 100.00
Parks and Recreation Director	\$ 85.00	\$ 100.00
Code Enforcement	\$ 65.00	\$ 80.00
Forester/Arborist	\$ 65.00	\$ 80.00
Town Administrator	\$ 120.00	\$ 150.00
Town Clerk	\$	\$ 100.00
Consultant	as billed by consultant	

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

Planning & Building continued

DESCRIPTION	2024	2025
IMPACT FEES		
ROAD IMPACT FEES		
<u>Land Use</u>		
RESIDENTIAL (per housing unit)		
1,250 or less	\$ 2,083.00	
1,251 - 2,700	\$ 2,973.00	
2,701 or more	\$ 3,657.00	
NONRESIDENTIAL		
Industrial	per 1000 sf building \$ 961.00	
Retail/Restaurant	per 1000 sf building \$ 4,025.00	
All Other	per 1000 sf building \$ 1,888.00	
OTHER IMPACT FEES		
	Unit	Amount
Park Land Dedication	7.5 acres of parkland per 1,000 residents	
		\$ 800.00
Parks & Recreation		
Residential (per housing unit) 1,250 or less		\$ 3,398.00
Residential (per housing unit) 1,251 - 2,700		\$ 4,806.00
Residential (per housing unit) 2,701 or more		\$ 5,892.00
Raw Water System Investment	SFE	\$ 245.00
Water Plant Investment	Tap size	
	3/4 inch	\$ 6,900.00
	1 inch	\$ 10,350.00
	1-1/2 inch	\$ 34,500.00
	2 inch	\$ 55,200.00
	over 2	based on project
Waste Water Plant Investment	Tap size	
	3/4 inch	\$ 5,995.00
	1 inch	\$ 15,000.00
	1-1/2 inch	\$ 23,980.00
	2 inch	\$ 48,000.00
	over 2 inch	based on project
Storm Water Investment	\$.84 per impervious Sq foot	based on project
Public Facilities		
Residential (per housing unit) 1,250 or less		\$ 581.00
Residential (per housing unit) 1,251 - 2,700		\$ 822.00
Residential (per housing unit) 2,701 or more		\$ 1,007.00
Nonresidential		
Industrial	per 1000 sf building	\$ 3,263.00
Retail/Restaurant	per 1000 sf building	\$ 4,684.00
All Other	per 1000 sf building	\$ 5,945.00
School District	SFE	Larimer = \$1,382.00, Weld = \$750.00

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

PARKS, RECREATION & RECREATION CENTER		2024	2025
DESCRIPTION			
PARKS			
Tier I Park Rentals (no shelters, basic service)			
-Half day—resident <50 people		\$ 20.00	
-Half day—nonresident <50 people		\$ 27.00	
-Full day—resident 51-99 people		\$ 40.00	
-Full day—nonresident 51-99 people		\$ 55.00	
Park Rentals (shelters, non-special event)			
Half day - resident <50 people		\$ 40.00	\$ 60.00
Half day - nonresident <50 people		\$ 55.00	\$ 75.00
Full day - resident 51-99 people		\$ 80.00	\$ 85.00
Full day - nonresident 51-99 people		\$ 95.00	\$ 100.00
Pioneer Park - all pavilions (3)		\$ 200.00	\$ 250.00
Banners - put up & take down	Mountain Ave	\$ 150.00	
	Other ground locations	\$ 75.00	\$ 100.00
Orange Fence—put up & take down			
Special Event Rental—Specific Criteria/Permit required		Special Event permit \$200-	
Residential Block Party		\$150 first day/\$65 each addl.	
Special Event Rental - Specific Criteria/Permit required 1-500			\$50 - one day only
Special Event Rental - Specific Criteria/Permit required 500-2000			\$200 first day/\$100 each addl
Special Event Rental - Specific Criteria/Permit required 2000-5000			\$250 first day/\$150 each addl
Special Event Rental - Specific Criteria/Permit required 5000+			\$350 first day/\$250 each addl
			\$450 first day/\$350 each addl
ATHLETIC FIELDS			
Athletic Field Per field / per hour / Per day		\$ 45.00	
Athletic Field Per field / per day		\$ 270.00	
Athletic Field Season 11 week season / Per field / Per day—not to exceed 3 months		\$ 800.00	
Baseball Field per hour / Per field / Per day		\$ 20.00	\$ 25.00
Baseball Field Lights per field / Per hour - 1/5 hour minimum		\$ 75.00	
Athletic Field initial setup field, paint		\$ 150.00	
Athletic Field subsequent painting (within 5 days)		\$ 60.00	\$ 75.00
Softball fence install		\$ 100.00	
Baseball Field prep		\$ 40.00	\$ 85.00
Goals (pair) / game			\$ 15.00
Goals (pair) / season			\$ 150.00

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

DESCRIPTION		2024	2025
RECREATION			
Brochure full page ad	per brochure	500.00	
Brochure half page ad	per brochure	250.00	
Late Registration		15.00	
Youth activity-resides within the town limits			
Little Sluggers (Ages 3-4)	\$	68.00	\$ 69.00
T-Ball (Ages 5-6)	\$	68.00	\$ 70.00
Baseball (Ages 7-8) 8U	\$	72.00	\$ 79.00
Baseball (Ages 9-12) 10U, 12U	\$	82.00	\$ 89.00
Baseball (Ages 13-14) 14U	\$	130.00	\$ 139.00
Little Dribblers (Ages 4-6)	\$	68.00	\$ 69.00
Basketball (1st-6th)	\$	88.00	\$ 91.00
Little Lombard's (Ages 4-5)	\$	68.00	\$ 69.00
Flag Football (Ages 5-11)	\$	78.00	\$ 89.00
Little Strikers (Ages 4 - 5)	\$	68.00	\$ 69.00
Youth Soccer (Ages 5-8) 6U, 8U	\$	68.00	\$ 71.00
Youth Soccer (Ages 9-12) 10U, 12U	\$	78.00	\$ 81.00
Soccer (13 and up) 13U	\$	94.00	\$ 97.00
Futsal (4 week intro to sport)	\$	45.00	
Softball - Spring			
8 under Softball Spring	\$	120.00	\$ 129.00
10 under Softball Spring	\$	135.00	\$ 145.00
12 under Softball Spring	\$	145.00	\$ 155.00
14 under Softball Spring	\$	165.00	\$ 169.00
18 under Softball Spring	\$	165.00	\$ 169.00
Softball - Fall			
8 under Softball Fall	\$	110.00	\$ 117.00
10 under Softball Fall	\$	125.00	\$ 132.00
12 under Softball Fall	\$	125.00	\$ 132.00
14 under Softball Fall	\$	145.00	\$ 152.00
18 under Softball Fall	\$	145.00	\$ 152.00
Youth Volleyball	\$	88.00	\$ 91.00
Little Spikers	\$	68.00	\$ 69.00
CARA Cross Country	\$	83.00	\$ 85.00
CARA Tennis	\$	115.00	\$ 119.00
CARA Track	\$	115.00	\$ 119.00
Camp	\$	90.00	
Pickleball League (2 person team)	\$	65.00	
Summer Camp	\$	125.00	\$ 128.00
Youth activity - resides outside the town limits			
Little Sluggers (Ages 3-4)	\$	78.00	\$ 79.00
T-Ball (Ages 5-6)	\$	78.00	\$ 80.00
Baseball (Ages 7-8) 8U	\$	82.00	\$ 89.00
Baseball (Ages 9-12) 10U, 12U	\$	82.00	\$ 89.00
Baseball (Ages 13-14) 14U	\$	150.00	\$ 149.00
Little Dribblers (Ages 4-6)	\$	78.00	\$ 79.00
Basketball (1st-6th)	\$	98.00	\$ 101.00
Little Lombard's (Ages 4-5)	\$	78.00	\$ 79.00
Flag Football (Ages 5-11)	\$	88.00	\$ 99.00
Little Strikers (Ages 4 - 5)	\$	78.00	\$ 79.00
Youth Soccer (Ages 5-8) 6U, 8U	\$	78.00	\$ 81.00
Youth Soccer (Ages 9-12) 10U, 12U	\$	88.00	\$ 91.00
Soccer (13 and up) 13U	\$	104.00	\$ 107.00
Futsal (4 week intro to sport)	\$	55.00	
Softball - Spring			
8 under Softball Spring	\$	130.00	\$ 139.00
10 under Softball Spring	\$	145.00	\$ 155.00
12 under Softball Spring	\$	155.00	\$ 165.00
14 under Softball Spring	\$	175.00	\$ 179.00
18 under Softball Spring	\$	195.00	\$ 179.00
Softball - Fall			
8 under Softball Fall	\$	120.00	\$ 127.00
10 under Softball Fall	\$	135.00	\$ 142.00
12 under Softball Fall	\$	135.00	\$ 142.00
14 under Softball Fall	\$	155.00	\$ 162.00
18 under Softball Fall	\$	155.00	\$ 162.00
Youth Volleyball	\$	98.00	\$ 99.00
Little Spikers	\$	78.00	\$ 79.00
CARA Cross Country	\$	93.00	\$ 95.00
CARA Tennis	\$	125.00	\$ 129.00
CARA Track	\$	125.00	\$ 129.00
Pickleball League (2 person team)	\$	75.00	
Lacrosse	\$	140.00	

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

DESCRIPTION		2024	2025
RECREATION con't			
	Adult and Family activity		
	Adult drop-in activity	\$17 season/\$7 per	
	Pickleball Tournament	\$ 65.00	
	Softball - Co-ed - Summer (8 games + playoffs)	\$ 475.00	
	Softball - Co-ed - Spring (6 games)	\$ 325.00	
	Basketball 5v5 Men's league (8 weeks)	\$ 550.00	
	Basketball 3v3 league (8 weeks)	\$ 550.00	
	Volleyball - Women's	\$ 335.00	
	Volleyball - Co-ed	\$ 335.00	
	Kickball - Co-ed	\$ 335.00	
	Wiffleball Tournament	\$ 125.00	
	Adult Soccer (6v6)	\$ 550.00	
	Adult Flag Football (6v6)	\$ 550.00	
	Free Agent (men's basketball, adult soccer)	per person	\$ 70.00
	Free Agent (volleyball, kickball)	per person	\$ 56.00
	Candlelight Dinner Theatre	based on venue pricing per show	\$85 - \$125
RECREATION CENTER			
		2024	2025
Recreation Center Daily Admission			
	General Admissions:		
	Child (Under 5)	\$ 3.00	
	Youth (6-15)	\$ 5.50	
	Adult (16-59)	\$ 7.00	
	Seniors (60+)	\$ 5.50	
	Punch Card (20)	\$ 126.00	
Child Watch	Per hour	\$ 3.50	
Recreation Center Memberships			
	Application Fees		
	Family (2 adults, up to 4 children)	\$ 60.00	
	Individuals	\$ 30.00	
Monthly Subscription			
	Family (2 adults, up to 4 children)	\$ 65.00	
	Youth (6-18)	\$ 27.00	
	Adult (19-59)	\$ 45.00	
	Senior (60+)	\$ 27.00	
Annual	Family (2 adults, up to 4 children)	\$ 780.00	
	Additional Family Members/person	\$ 90.00	
	Youth (6-18)	\$ 324.00	
	Adult (19-59)	\$ 540.00	
	Seniors (60+)	\$ 324.00	
	Replacement Fob Fee	\$ 10.00	
Corporate Membership Rates			
	Annual:		
	1-5 Employees	Employee membership discount 20%	\$ 780.00
	1-10 Employees	Employee membership discount 20%	\$ 1,560.00
	1-15 Employees	Employee membership discount 20%	\$ 2,340.00
	1-20 Employees	Employee membership discount 20%	\$ 3,120.00
Silversneaker Membership Rates			
	Silver Sneaker Contract: reimbursement per visit non-prime,	Outside contract	\$3.00/\$3.50
Facility Rentals	After Hours: Add \$50 per Hour		\$ 50.00
	Consistent flat rate, will bill any additional damage, this is 100% refundable		
	Reservation Deposit:		
	Parties of 100+	\$ 100.00	
	Reservation Deposit (w/Alcohol)	Must have special Event Permit to allow Alcohol	\$ 200.00
	Party Room		
	Per Hour	\$ 78.00	
	Full Day	\$ 437.00	
	Gymnasium:		
	Per Hour, Sporting	\$ 130.00	
	Per Hour, Court Sporting Event	\$ 65.00	
	Full Day is 8 hours, gym space is prime space, therefore no additional discounts	\$ 1,040.00	

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

DESCRIPTION		2024	2025
RECREATION CENTER con't			
Birthday Parties			
	Package 1:		
10 children	Includes one hour in party room and admission with unlimited access, no cake or utensils	\$	155.00
Each additional child	covering the admission cost	\$	5.50
Each additional adult		\$	7.00
Additional 1/2 hr	Allows parents to extend their party room time	\$	39.00
	Package 2:		
Nerf Party (6+)	Includes one hour in party room and one hour in gym on one court only, no cake or utensils	\$	250.00
20 children w/2 chaperones		\$	5.50
Each additional child		\$	7.00
Each additional adult		\$	39.00
Additional 1/2 hour		\$	39.00
Special Events			
Craft or Artisan Vendor Booth Fee - Per Booth/Day		\$	55.00
Food/Prepacked Merchandise Trucks - Per Day	events of less than 1000 visitors	\$	75.00
Food/Prepacked Merchandise Trucks - Per Day	events of more than 1000 visitors	\$	150.00
Farmer's Market	Early Bird Single Date 10x10 or Food Truck	\$	35.00
	Early Bird Full Season 10x10 or Food Truck	\$	240.00
	Half Season 10x10	\$	240.00
	Single Date 10x10	\$	25.00
	Full Season 10x10	\$	400.00
Other Event Space			
Waggener Farm Park Shelter	1/2 Day	\$	25.00
	Full Day	\$	40.00
		\$	80.00
Aquatics			
Pool Rentals Per Hour			
Lessons			
	Pool Rentals, Per Hour (2 Hour Minimum):		
	Up to 200 people	\$	250.00
	Lifeguard Training:		
	Resident	\$	203.00
	Non-Resident	\$	213.00
	Swim Lessons – Four Weeks (Tues/Thurs)		
	Resident	\$5 per lesson	\$
	Non-Resident	\$	40.00
	Swim Lessons – Four Weeks (Sat)		
	Resident	\$5 per lesson	\$
	Non-Resident	\$	20.00
	Swim Lessons – Five Weeks (Tues/Thurs)		
	Resident	\$5 per lesson	\$
	Non-Resident	\$	50.00
	Swim Lessons – Five Weeks (Sat)		
	Resident	\$5 per lesson	\$
	Non-Resident	\$	25.00
	CARA swim team		
	45 minute class	per class	\$
	60 minute class	per class	\$
	Private Swim Lessons (4 lessons):	30 minutes per lesson	\$
	Resident	\$	112.00
	Non-Resident	\$	112.00
	Private Swim Lessons (6 lessons):	30 minutes per lesson	\$
	Resident		\$
	Non-Resident		\$
	Private Swim Lessons (8 lessons):	30 minutes per lesson	\$
	Resident	\$	208.00
	Non-Resident	\$	218.00
	Private Swim Lessons (10 lessons):	30 minutes per lesson	\$
	Resident		\$
	Non-Resident		\$
	Semi Private Lessons (4 Lessons)		
	Resident	\$20/per lesson/person ; for 2 people with same skill ability	\$
	Non-Resident		\$

TOWN OF BERTHOUD
SCHEDULE OF RATES, CHARGES AND FEES
2024

DESCRIPTION		2024	2025
RECREATION CENTER con't			
Fitness			
Group Fitness Classes			
	Fitness Class w/membership		Free
	Contracted Classes		70/30 Split
	Specialty Fee Based Classes		6.00
	Specialty Class Drop-in - punch pass cannot be used	\$	\$ 9.00
	Specialty Class Drop-in - punch pass cannot be used		\$ 7.50
Personal Training (per hour-1 on 1):			
	1 Session:	per 1 hour per session	\$ 50.00
	5 Sessions:	per 1 hour per session	\$ 47.50
	10 Sessions:	per 1 hour per session	\$ 45.00
Buddy & Team Training			
	1 Session:	per 1 hour per session	\$ 40.00
	5 Sessions:	per 1 hour per session	\$ 38.00
	10 Sessions:	per 1 hour per session	\$ 35.00
Fitness 5K			\$ 30.00
			\$ 15.00
Rec Center Programs			
	Contract Classes		70/30 Split
	Non-Contracted Classes	\$	40.00
Senior Sports	Gym Shufflebaord		\$25 session/\$5.50 per
	Cornhole League		\$25 session/\$5.50 per
	Pickleball	per team	\$ 55.00
	Senior volleyball free agent		\$ 35.00
	Senior volleyball league		\$ 325.00
Facility Sponsorships			
	Recreation Center Sponsor	\$	3,500.00
	All Star Sponsor	\$	2,200.00
	Champion Sponsor	\$	1,200.00
Special Event Sponsorships			
	Title Sponsor	\$	475.00
	Partner Sponsor	\$	1,000.00
	Individual Sponsor	\$	350.00
July 3rd Event Sponsorships			
	Fireworks Sponsor	\$	7,500.00
	Entertainment Sponsor	\$	3,000.00
	Freedom Sponsor	\$	1,000.00
	Patriot Sponsor	\$	500.00

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	November 26, 2024
Agenda Title/Subject:	WCR 5 Property Purchase Update
Type of Item:	Consent Agenda
Purpose:	Update on the acquisition of an active farm on WCR 5 for future use as open space and recreational land
Presented by:	Chris Kirk

ATTACHMENTS:

- Map of Property

BACKGROUND:

As the Board will recall, the Town entered into a purchase and sale agreement with LAS Properties LLC and JGS Properties LLC for the potential acquisition of open space on WCR 5, just east of the Town's current limits, and adjacent to the Little Thompson River. This effort is part of a larger effort to purchase and preserve large areas of current agricultural land along the river for future agriculture, public open space, or recreational use. This property is approximately 105 acres and is currently an active farm with 57 shares of Rockwell Ditch Company water used to irrigate the farm.

The contract terms of the proposed purchase are generally summarized as follows:

- The purchase price for the property and water is \$2,400,000.
- An initial escrow deposit of \$20,000 was required. The initial deposit was placed into escrow following the Board's approval of the agreement on October 22, 2024.
- An additional \$80,000 escrow deposit is required by November 28, 2024. At the time of the additional deposit, the total amount of the deposit (\$100,000) becomes non-refundable.
- Closing is scheduled for April 1, 2025.

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, the Park and Open Space Dedication Fund, the 1998 1% Fund, and the Source of Supply fund (for the water portion of the acquisition).

While the proposed 2025 Town Budget will include funds to cover the total purchase price, Town Staff have submitted an initial grant concept paper to Great Outdoors Colorado (GOCO) for \$1 Million to support the acquisition. Last week, staff received notice from GOCO that our concept had made it past the initial review process and the Town was invited to submit a formal application for funding. This is an exciting and important step forward in the funding process.

Regardless of whether the Town is able to secure grant funds for the purchase, staff recommends completing the acquisition with Town funds as part of the Town's larger open space preservation strategy.

TOUCHSTONES

The Town's *Community Identity* is rooted in the small town, rural atmosphere that we enjoy. Preserving large tracts of open space will help to ensure that *Community Identity* is preserved in the long term. Controlling significant lengths of Little Thompson River frontage will also improve long-term *Sustainability* of the river by giving the Town more control and influence over the environmental aspects of river corridor management.

RECOMMENDED ACTION(S):

DIRECT THE TOWN ADMINSTRATOR TO CONTINUE WITH THE ACQUISITION OF THE WCR 5 OPEN SPACE AND TO FULFILL THE NON-REFUNDABLE DEPOSIT REQUIREMENT OF THE PURCHASE AND SALE AGREEMENT