



SPECIAL MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, July 29, 2025, 6:30 p.m.

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

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

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. Scheduled Items And Estimated Time For Discussion

4.I. Consent Agenda

Introduction By: Christian Samora

Documents:

[MEMO RE CONSENT AGENDA.PDF](#)
[A. JULY 29, 2025 MEETING AGENDA.PDF](#)
[B. JULY 22, 2025, MEETING MINUTES.PDF](#)
[C. JUNE 2025 FINANCIAL INFORMATION.PDF](#)

4.II. National Night Out Proclamation

Introduction By: Town Board

Documents:

[PROCLAMATION - NATIONAL NIGHT OUT.PDF](#)

4.III. Harvest West Annexation, Annexation Agreement, Zoning, And Neighborhood Master Plan

Introduction By: Anne Johnson

- a. Resolution 2025-15 - A Resolution of the Town of Berthoud Board of Trustees setting forth findings of fact and determinations regarding the

eligibility for annexation of the Harvest West Annexation pursuant to C.R.S. 31-12-110.

b. Ordinance 1358 - An Ordinance of the Board of Trustees of the Town of Berthoud annexing and accepting the Annexation Agreement for property known as Harvest West to the Town of Berthoud.

c. Resolution 2025-16 - A Resolution of the Town of Berthoud Board of Trustees approving a Neighborhood Master Plan for a development known as Harvest West in the Town of Berthoud.

d. Ordinance 1359 - An Ordinance of the Board of Trustees of the Town of Berthoud amending the Zoning Map of the Town of Berthoud to establish the Zoning of property known as the "Harvest West Annexation" newly annexed to the Town of Berthoud.

Documents:

[MEMO RE HARVEST WEST ANNEXATION.PDF](#)
[01A STAFF REPORT.PDF](#)
[01B RESOLUTION 15 \(25\) FINDINGS OF FACT ANNEXATION.PDF](#)
[01C ORDINANCE ANNEXATION HARVEST WEST.PDF](#)
[01C RESOLUTION 16 \(25\) NMP.PDF](#)
[01D ORDINANCE 1359 COZ.PDF](#)
[01E PC MINUTES 2025 05 22.PDF](#)
[01F BREHM EMAIL.PDF](#)
[02 LETTER OF INTENT.PDF](#)
[03 PETITION FOR ANNEXATION.PDF](#)
[04 ANNEXATION ASSESSMENT REPORT.PDF](#)
[05 ANNEXATION AGREEMENT.PDF](#)
[06 ANNEXATION MAP.PDF](#)
[07 NMP NARRATIVE.PDF](#)
[08 NMP MAP.PDF](#)
[09 TIS.PDF](#)
[10 ZONING ASSESSMENT REPORT.PDF](#)
[11 ZONING MAP.PDF](#)

4.IV. Land Use Code Amendment Forecast

Introduction By: Anne Johnson

Documents:

[MEMO RE LAND USE CODE AMENDMENT.PDF](#)

5. 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:	July 29, 2025
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) July 29, 2025, Meeting Agenda
- b) July 22, 2025, Meeting Minutes
- c) June 2025 Financial Information

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.



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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. SPECIAL MEETING CALLED TO ORDER** – Mayor William Karspeck
- II. PLEDGE OF ALLEGIANCE** – Mayor William Karspeck
- III. ROLL CALL** – Mayor William Karspeck
- IV. 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) July 29, 2025, Meeting Agenda
 - b) July 22, 2025, Meeting Minutes
 - c) June 2025 Financial Information
- 2. National Night Out Proclamation** (Town Board) (5 Min)
- 3. Harvest West Annexation, Annexation Agreement, Zoning, and Neighborhood Master Plan – Public Hearing** (Anne Johnson) (60 Min)
 - a. Resolution 2025-15 - A Resolution of the Town of Berthoud Board of Trustees setting forth findings of fact and determinations regarding the eligibility for annexation of the Harvest West Annexation pursuant to C.R.S. 31-12-110.
 - b. Ordinance 1358 - An Ordinance of the Board of Trustees of the Town of Berthoud annexing and accepting the Annexation Agreement for property known as Harvest West to the Town of Berthoud.
 - c. Resolution 2025-16 - A Resolution of the Town of Berthoud Board of Trustees approving a Neighborhood Master Plan for a development known as Harvest West in the Town of Berthoud.
 - d. Ordinance 1359 - An Ordinance of the Board of Trustees of the Town of Berthoud amending the Zoning Map of the Town of Berthoud to establish the Zoning of property known as the "Harvest West Annexation" newly annexed to the Town of Berthoud.
- 4. Land Use Code Amendment Forecast** (Anne Johnson) (15 Min)

V. ADJOURN

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

July 29, 2025, Special Meeting Agenda

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MEETING MINUTES OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, July 22, 2025, 6:30 p.m.

7/22/2025 - Minutes

1. Meeting Called To Order - Mayor William Karspeck

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

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

The following Board members were absent:

Karl Ayers, Trustee

The following staff members were present:

Erin Smith, Town Attorney
Chris Kirk, Town Administrator
Christian Samora, Town Clerk
Lexi Dovel, Deputy Town Clerk
Tawn Hillenbrand, Planning Manager
Luke Seeber, Engineering Supervisor
Anne Johnson, Community Development Director

4. Citizen Participation

Brian Laak spoke regarding trees on 2nd Street, the Dad Bods and Hot Rods event, and inquired about the Town's road closure notification process.

5. Scheduled Items And Estimated Time For Discussion

5.I. Consent Agenda

Items:

- a) July 22, 2025, Meeting Agenda
- b) July 8, 2025, Meeting Minutes
- c) July 2025 Board Report
- d) Broadmeadow Annexation Continuance
- e) House of Neighborly Service Utility Assistance Funding Request
- f) Adoption of I-Codes - Update
- g) Ordinance 1357 - Extension of Wastewater Bond Refunding Authority

Mayor Karspeck noted that the Broadmeadow Annexation application has been withdrawn by the applicant.

Trustee Albrecht requested item "e" be removed from the Consent Agenda for individual consideration. Trustee Wing requested item "g" be removed from the Consent Agenda for individual consideration.

Trustee Wing moved to combine and approve the items on the Consent Agenda, less items "e" and "g" and with the exception of item "d". Trustee Hardy seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

The Board had further discussion on item "e") House of Neighborly Service Utility Assistance Funding Request.

Mayor Pro-Tem Murphy moved to approve item "e". Trustee Albrecht seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

The Board had further discussion on item "g") Ordinance 1357 - Extension of Wastewater Bond Refunding Authority.

Trustee Wing moved to approve item "g". Trustee Brodie seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.II. Welcome - Newly Appointed Town Trustee Mark Brodie

Mayor Karspeck welcomed newly appointed Trustee, Mark Brodie.

5.III. Larimer County Update By Commissioner Shadduck-McNally

Larimer County Commissioner Jody Shadduck-McNally gave a presentation.

5.IV. Farmstead 3rd Filing - Public Hearing

Planning Manager, Tawn Hillenbrand, gave an introduction on the Farmstead 3rd Filing.

Steve Schroyer with Schroyer Resources, representing applicant, LGI homes, gave a presentation.

Engineering Supervisor, Luke Seeber, provided additional information.

Mayor Karspeck opened the Public Hearing.
Sarah Lincoln spoke during the Public Hearing.
Mayor Karspeck closed the Public Hearing.

Trustee Wing moved to close the evidentiary portion of the Public Hearing. Trustee Albrecht seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

Trustee Hardy moved to approve Resolution 2025-13, a Resolution of the Town of Berthoud Board of Trustees, approving a Neighborhood Master Plan for a Development known as the "Farmstead 3rd Filing" Development in the Town of Berthoud with the following conditions:

1) The 9 residential lots west of the detention pond and the future Newell Farm property shall be single story. A note shall be placed on the Neighborhood Master Plan, Preliminary Plat and Final Plat indicating such height restriction.

2) A safe location for a RRFB pedestrian crossing of County Line Road 1 at or near Sugar Beet Ln shall be provided and indicated on the Preliminary and Final Plat. Fencing and landscape design shall be planned to direct pedestrian traffic.

3) A note shall be placed in the Neighborhood Master Plan, Preliminary Plat and Final Plat noticing future property owners of potential noise on adjacent properties such as Newell Farm and the existing Gun Club.

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

Trustee Albrecht moved to approve Ordinance 1354, an Ordinance of the Town of Berthoud Board of Trustees, amending the zoning map of the Town of Berthoud to rezone the Farmstead 3rd Filing Property previously zoned to Planned Unit Development to Suburban Residential, Suburban Commercial, and Urban Residential Districts. Trustee Hardy seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.V. 2024 Annual Presentation Of The Audited Financial Statements

Jim Hinkle with Hinkle & Company gave the Annual Presentation of the Audited Financial Statements.

Trustee Brodie moved to accept the 2024 Audited Financial Statements as presented. Trustee Hardy seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.VI. Graffiti Art Program Request

Administrator Kirk provided an introduction to the Graffiti Art Program Request.

Aaron Perry with New Freedom Outreach and a representative of Wildfire Arts Center provided additional information.

Mayor Karspeck opened the item to public comment.
Bennett Soricelli spoke on the item.

The Board was supportive of the Town working with New Freedom Outreach and Wildfire Arts Center on the Graffiti Art Program.

5.VII. Short Term Rental Regulation Change - Introduction

Mayor Pro-Tem Murphy moved to extend the meeting to 10:30 pm. Trustee Brodie seconded the motion. With all in favor, THE MOTION CARRIED.

Planning Manager, Tawn Hillenbrand, gave a presentation on the Short-Term Rental Regulation change.

Mayor Karspeck opened the item to public comment.
Dave Hughes and Mindy Hughes spoke on the item.

Mayor Pro-Tem Murphy moved to deny Ordinance 1356. Trustee Wing seconded the motion. In a 2-4 roll call vote, THE MOTION FAILED.

Trustee Wing moved to change the 200 foot setback requirement to a 100 foot setback. Trustee Albrecht seconded the motion. In a 3-3 roll call vote, THE MOTION FAILED.

6. Elected Official Reports

Trustee Hardy:

Hardy reported on a request for an email that he had received and thanked the planning department for their communications on a short-term rental software.

Trustee Albrecht:

Albrecht provided a suggestion for extending meetings.

Mayor Pro-Tem Murphy:

Murphy reported on the recent tree committee meeting and discussions about Emerald Ash Borer beetles.

Trustee Wing:

Wing reported on parking complaints for 3rd of July event.

Mayor Karspeck:

Karspeck reported on community use of the Bustang, and on the splash pad water feature at Town Park. Karspeck inquired about an update on the fire pit.

Administrator Kirk:

Kirk reported on upcoming special meeting for Harvest West and development code. Kirk reported on the mosquito trapping and a potential meeting to discuss spraying. Kirk reported on the upcoming National Night Out event on August 5th.

7. Adjourn

The meeting was adjourned at 10:31 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

TOWN OF BERTHOUD AT A GLANCE

Monthly Report JUNE 2025

- Sales & Use Tax revenue is 1.11% **over** budget for the month of June; \$1,111,387 was received and \$1,003,542 was budgeted.
- Town Revenue through June including transfers between funds is 4% **over** budget for 2025.
- Town Expenditures through June are 48% **under** budget for 2025.

Sales Tax Review

JUNE	Berthoud Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined Total
2025	707,159.72	159,936.29	244,291.42	1,111,387.43
2024	712,753.86	117,491.51	176,732.96	1,006,978.33
2023	639,847.50	157,907.95	79,304.24	877,059.69
2022	636,891.53	133,412.65	452,848.55	1,223,152.73

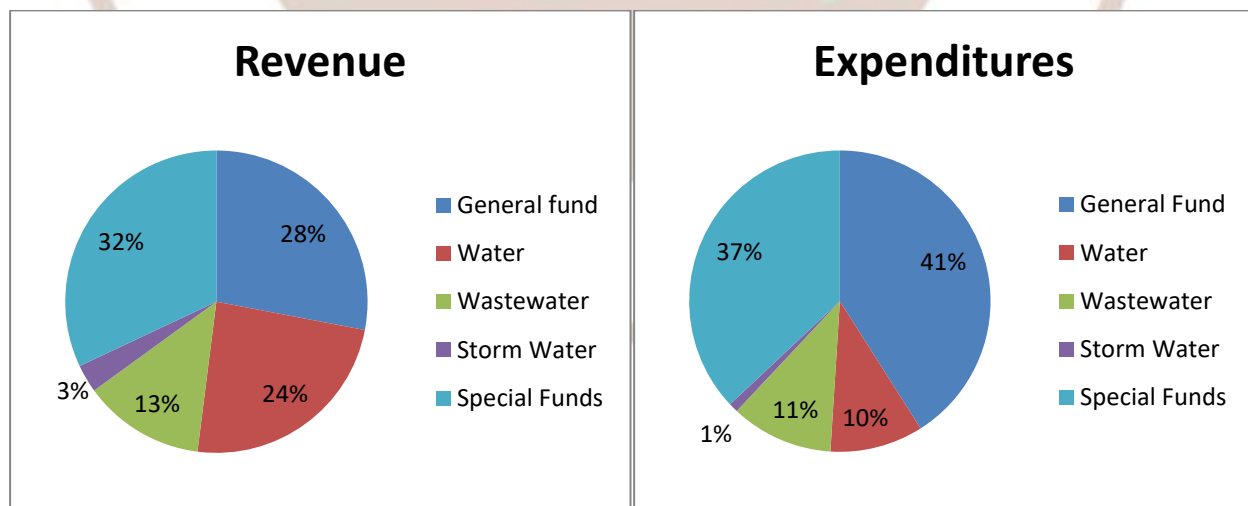
SALES TAX YEAR-TO-DATE FOR 2025

\$ 6,304,234.90

COMBINED STATEMENT OF REVENUES AND EXPENDITURES
JUNE 2025

REVENUE	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	1,110,772	6,896,337	6,606,744	104%	52%
Water	1,614,662	5,758,748	4,650,577	124%	62%
Wastewater	521,144	3,156,613	2,962,265	107%	53%
Storm Water	115,545	715,008	609,000	117%	59%
Special Funds	1,222,229	7,826,249	8,569,550	91%	46%
TOTAL REVENUE	4,584,352	24,352,955	23,398,136	104%	52%

EXPENDITURES	Current Month	YTD Actual	YTD Budget	% of YTD Budget	% of Annual Budget
General Fund	1,451,993	9,278,326	9,584,484	97%	48%
Water	285,341	2,140,509	8,452,600	25%	13%
Wastewater	557,572	2,489,270	8,715,814	29%	14%
Storm Water	24,330	54,608	1,215,625	4%	2%
Special Funds	556,586	8,327,036	14,907,309	56%	28%
TOTAL EXPENDITURES	2,875,822	22,289,749	42,875,832	52%	26%

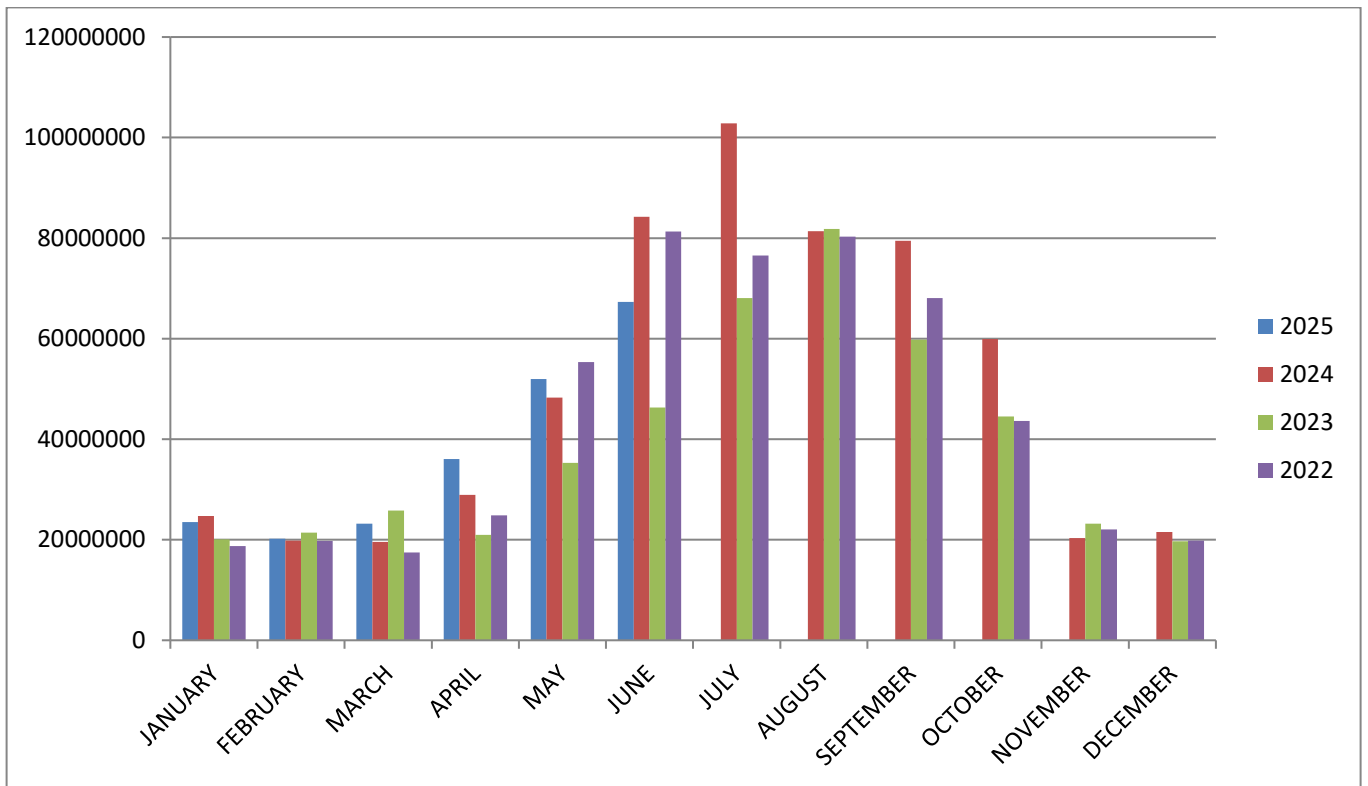


2025

	YEAR TO DATE TOTALS THRU JUNE 2025
Single Family Permits	81
Overall Permit Total	433
Water Gallons Billed	222,215,000
Passports	545
Cemetery	13 Funerals

Building Permit & Permit Valuation by Year & 2024 YTD					
	2021	2022	2023	2024	2025 YTD
Single-Family home permits	508	222	220	238	81
All permits (roofing, decks, additions, etc.)	1110	809	748	1078	433
Total Permit Value	\$238,661,288	\$164,526,847	\$119,408,321	\$135,242,724	\$60,539,598

BERTHOUD WATER USAGE



Personnel Summary

	Full-time	Part-time	Seasonal
Administration	12		
Code Enforcement	2		
Economic Development	1		
Planning-Building	5	1	
Engineering	3		
Streets	5		
Recreation	4		
Rec Center	6	85	
Parks-Forestry	14		
BATS	1	1	
Water-Wastewater	8		

June 2025

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

GENERAL FUND					PERCENTAGE
REVENUE					YTD ACTUAL vs
	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2025 BUDGET	YTD BUDGET
TAXES	\$ 722,491.55	\$ 4,398,889.29	\$ 4,674,157.00	\$ 9,348,314.00	94.1%
LICENSES & PERMITS	\$ 19,802.11	\$ 105,847.46	\$ 109,770.00	\$ 219,540.00	96.4%
INTERGOVERNMENTAL REVENUE	\$ 51,477.24	\$ 341,380.55	\$ 279,792.00	\$ 559,584.00	122.0%
FINES	\$ 3,870.00	\$ 16,357.50	\$ 17,037.50	\$ 34,075.00	96.0%
MISCELLANEOUS	\$ 244,390.27	\$ 1,533,158.94	\$ 1,097,850.00	\$ 2,195,700.00	139.7%
TRANSFERS	\$ 46,715.82	\$ 277,502.34	\$ 281,399.00	\$ 562,798.00	98.6%
PROPERTY SALES & DONATIONS & INS CLAIM	\$ -	\$ -	\$ -	\$ -	0.0%
RECREATION	\$ 9,249.00	\$ 152,811.31	\$ 92,175.00	\$ 184,350.00	165.8%
PARKS	\$ 4,008.25	\$ 17,741.25	\$ 4,800.00	\$ 9,600.00	369.6%
LEASE REVENUE	\$ 8,767.86	\$ 52,648.84	\$ 49,764.00	\$ 99,528.00	105.8%
TOTAL REVENUE GENERAL FUND	\$ 1,110,772.10	\$ 6,896,337.48	\$ 6,606,744.50	\$ 13,213,489.00	104.4%

ADMINISTRATION**PERCENTAGE**

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2025 BUDGET	YTD ACTUAL vs YTD BUDGET
ADMIN SALARIES/TAXES/BENEFITS	\$ 123,885.38	\$ 764,752.67	\$ 935,043.50	\$ 1,870,087.00	81.8%
GENERAL OFFICE OTHER	\$ 41,166.15	\$ 487,415.33	\$ 398,377.50	\$ 796,755.00	122.4%
ELECTIONS	\$ -	\$ -	\$ 30,800.00	\$ 61,600.00	0.0%
MUNICIPAL COURT	\$ 3,180.68	\$ 26,729.14	\$ 28,400.00	\$ 56,800.00	94.1%
BOARD & BOARD MEETINGS	\$ 5,860.10	\$ 38,792.09	\$ 47,300.00	\$ 94,600.00	82.0%
FINANCE	\$ 22.50	\$ 10,635.09	\$ 8,000.00	\$ 16,000.00	132.9%
BUILDING MAINTENANCE	\$ 2,191.15	\$ 29,285.51	\$ 35,000.00	\$ 70,000.00	83.7%
COMMUNITY SUPPORT	\$ 22,571.04	\$ 54,041.61	\$ 51,000.00	\$ 102,000.00	106.0%
TRANSFERS	\$ 1,666.67	\$ 9,999.98	\$ 10,000.00	\$ 20,000.00	100.0%
TOTAL ADMIN EXPENDITURES	\$ 200,543.67	\$ 1,421,651.42	\$ 1,543,921.00	\$ 3,087,842.00	92.1%

PUBLIC SAFETY DEPARTMENT**PERCENTAGE**

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2025 BUDGET	YTD ACTUAL vs YTD BUDGET
CODE ENFORCEMENT (INCLUDES SALARY)	\$ 11,893.05	\$ 52,486.48	\$ 104,411.00	\$ 208,822.00	50.3%
LSCO ADMIN SUPPLIES	\$ -	\$ -	\$ 950.00	\$ 1,900.00	0.0%
ANIMAL CONTROL	\$ 3,288.42	\$ 19,730.52	\$ 19,500.00	\$ 39,000.00	101.2%
TRAFFIC CONTROL/PEDESTRIAN SAFETY/ABATE	\$ 290.00	\$ 5,612.24	\$ 3,000.00	\$ 6,000.00	187.1%
DRUG EDUCATION/PUBLIC EVENTS	\$ 1,978.92	\$ 3,418.12	\$ 19,100.00	\$ 38,200.00	17.9%
LARIMER COUNTY SHERIFF	\$ 706,463.70	\$ 1,412,927.40	\$ 1,437,586.50	\$ 2,875,173.00	98.3%
TOTAL PUBLIC SAFETY EXPENDITURES	\$ 723,914.09	\$ 1,494,174.76	\$ 1,584,547.50	\$ 3,169,095.00	94.3%

STREETS DEPARTMENT**PERCENTAGE**

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2025 BUDGET	YTD ACTUAL vs YTD BUDGET
SALARIES/TAXES/BENEFITS	\$ 45,342.96	\$ 285,961.94	\$ 363,323.50	\$ 726,647.00	78.7%
ADMINISTRATION OTHER	\$ 590.83	\$ 10,031.00	\$ 16,950.00	\$ 33,900.00	59.2%
STREET REPAIR/MAINTENANCE	\$ 18,010.08	\$ 153,201.02	\$ 137,500.00	\$ 275,000.00	111.4%
CONTRACT SERVICES	\$ -	\$ 14,384.66	\$ 15,000.00	\$ 30,000.00	95.9%
SIGNAGE	\$ 464.00	\$ 8,004.96	\$ 20,000.00	\$ 40,000.00	40.0%
SNOW REMOVAL	\$ -	\$ 45,222.36	\$ 32,500.00	\$ 65,000.00	139.1%
SHOP & VEHICLE MAINTENANCE	\$ 9,320.28	\$ 51,826.99	\$ 86,500.00	\$ 173,000.00	59.9%
REMOVE OLD STREETS BUILDING	\$ -	\$ -	\$ 12,500.00	\$ 25,000.00	0.0%
TOTAL STREETS EXPENDITURES	\$ 73,728.15	\$ 568,632.93	\$ 684,273.50	\$ 1,368,547.00	83.1%

RECREATION DEPARTMENT**PERCENTAGE**

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2025 BUDGET	YTD ACTUAL vs YTD BUDGET
ADMIN SALARIES/TAXES/BENEFITS	\$ 37,657.64	\$ 162,779.80	\$ 152,039.50	\$ 304,079.00	107.1%
ADMINISTRATION (SUPPLIES, CONCESSIONS)	\$ 842.28	\$ 13,678.51	\$ 28,575.00	\$ 57,150.00	47.9%
FLAG FOOTBALL	\$ -	\$ 11,245.80	\$ 9,495.00	\$ 18,990.00	118.4%
TRACK	\$ 1,845.18	\$ 1,923.66	\$ 5,211.50	\$ 10,423.00	36.9%
TENNIS	\$ 2,475.82	\$ 2,766.34	\$ 2,895.00	\$ 5,790.00	95.6%
ADULT SOFTBALL	\$ 67.89	\$ 1,175.68	\$ 2,825.00	\$ 5,650.00	41.6%
YOUTH BASEBALL	\$ 9,067.72	\$ 14,820.68	\$ 11,575.00	\$ 23,150.00	128.0%
YOUTH SOFTBALL	\$ 2,441.86	\$ 7,269.70	\$ 7,655.00	\$ 15,310.00	95.0%
ADULT KICKBALL	\$ 195.65	\$ 1,045.12	\$ 2,075.00	\$ 4,150.00	50.4%
ADULT SOCCER	\$ 655.63	\$ 2,740.32	\$ 2,400.00	\$ 4,800.00	114.2%
SOCCER	\$ 43.93	\$ 9,420.57	\$ 14,155.00	\$ 28,310.00	66.6%
CAMPS/TOURNAMENTS	\$ 2,210.46	\$ 2,640.29	\$ 4,125.00	\$ 8,250.00	64.0%
ADDITIONAL PROGRAMS	\$ 299.47	\$ 3,074.23	\$ 6,050.00	\$ 12,100.00	50.8%
TOTAL RECREATION EXPENDITURES	\$ 57,803.53	\$ 234,580.70	\$ 249,076.00	\$ 498,152.00	94.2%

PARKS DEPARTMENT**PERCENTAGE**

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 61,853.47	\$ 321,881.90	\$ 377,922.50	\$ 755,845.00	85.2%
ADMINISTRATION OTHER	\$ 1,561.70	\$ 12,806.66	\$ 16,250.00	\$ 32,500.00	78.8%
INSECT CONTROL	\$ 7,760.31	\$ 32,147.97	\$ 30,000.00	\$ 60,000.00	107.2%
FACILITIES MAINTENANCE	\$ 4,348.04	\$ 16,130.91	\$ 28,000.00	\$ 56,000.00	57.6%
TURF/BALLFIELDS	\$ 24,191.92	\$ 42,361.85	\$ 73,250.00	\$ 146,500.00	57.8%
GENERAL PARKS	\$ 11,702.94	\$ 61,124.91	\$ 67,000.00	\$ 134,000.00	91.2%
FLEET MAINTENANCE	\$ 457.55	\$ 8,664.71	\$ 13,000.00	\$ 26,000.00	66.7%
SEASONAL DECORATIONS/BANNERS	\$ -	\$ 2,425.60	\$ 9,500.00	\$ 19,000.00	25.5%
TRANSFER TO FORESTRY	\$ 41,666.67	\$ 249,999.98	\$ 250,000.00	\$ 500,000.00	100.0%
TOTAL PARKS EXPENDITURES	\$ 153,542.60	\$ 747,544.49	\$ 864,922.50	\$ 1,729,845.00	86.4%

ECONOMIC DEVELOPMENT**PERCENTAGE**

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 9,199.50	\$ 156,907.67	\$ 97,073.50	\$ 194,147.00	161.6%
ADMINISTRATION OTHER	\$ 554.57	\$ 30,159.58	\$ 22,200.00	\$ 44,400.00	135.9%
BUSINESS DEVELOPMENT/MARKETING	\$ 6,354.40	\$ 50,459.27	\$ 35,550.00	\$ 71,100.00	141.9%
GRANTS - MARKET STUDY & FAÇADE/SIGN	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL ECONOMIC DEV EXPENDITURES	\$ 16,108.47	\$ 237,526.52	\$ 154,823.50	\$ 309,647.00	153.4%

BUILDING DEPARTMENT**PERCENTAGE**

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 15,985.75	\$ 97,879.89	\$ 131,109.50	\$ 262,219.00	74.7%
ADMINISTRATION OTHER	\$ 356.26	\$ 2,897.27	\$ 10,300.00	\$ 20,600.00	28.1%
INSPECTIONS	\$ 70,456.97	\$ 286,355.88	\$ 240,000.00	\$ 480,000.00	119.3%
TOTAL BUILDING DEPARTMENT EXPENDITURES	\$ 86,798.98	\$ 387,133.04	\$ 381,409.50	\$ 762,819.00	101.5%

PLANNING DEPARTMENT**PERCENTAGE**

EXPENDITURES	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
SALARIES/TAXES/BENEFITS	\$ 31,202.18	\$ 198,241.54	\$ 254,342.50	\$ 508,685.00	77.9%
ADMINISTRATION OTHER	\$ 2,928.30	\$ 8,698.02	\$ 19,125.00	\$ 38,250.00	45.5%
COMMISSION SUPPORT	\$ -	\$ 4,782.49	\$ 10,000.00	\$ 20,000.00	47.8%
DEVELOPMENT REVIEW	\$ 12,523.06	\$ 92,214.10	\$ 30,000.00	\$ 60,000.00	307.4%
COMPREHENSIVE PLANNING	\$ 45,912.17	\$ 77,716.76	\$ 65,750.00	\$ 131,500.00	118.2%
TOTAL PLANNING DEPARTMENT EXPENDITURES	\$ 92,565.71	\$ 381,652.91	\$ 379,217.50	\$ 758,435.00	100.6%

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

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2025 BUDGET	
SALARIES/TAXES/BENEFITS	\$ 25,188.54	\$ 131,494.11	\$ 272,208.00	\$ 544,416.00	48.3%
ADMINISTRATION OTHER	\$ 1,311.03	\$ 26,721.43	\$ 94,550.00	\$ 189,100.00	28.3%
TOTAL ENGINEERING EXPENDITURES	\$ 26,499.57	\$ 158,215.54	\$ 366,758.00	\$ 733,516.00	43.1%

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

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2025 BUDGET	
SALARIES/TAXES/BENEFITS	\$ 9,103.04	\$ 56,974.10	\$ 51,618.00	\$ 103,236.00	110.4%
ADMINISTRATION OTHER	\$ 135.31	\$ 2,368.10	\$ 4,972.50	\$ 9,945.00	47.6%
COMMUNITY SUPPORT	\$ 350.00	\$ 36,675.27	\$ 38,750.00	\$ 77,500.00	94.6%
TOTAL COMMUNITY OUTREACH EXPENDITURES	\$ 9,588.35	\$ 96,017.47	\$ 95,340.50	\$ 190,681.00	100.7%

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

EXPENDITURES	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2025 BUDGET	
INSURANCE AND TAXES	\$ -	\$ -	\$ 19,425.00	\$ 38,850.00	0.0%
BUILDING MAINTENANCE	\$ 761.86	\$ 8,121.70	\$ 6,832.50	\$ 13,665.00	118.9%
BUILDING REPAIRS	\$ -	\$ -	\$ 262.50	\$ 525.00	0.0%
ELEVATOR MAINTENANCE	\$ -	\$ 1,326.43	\$ 2,887.50	\$ 5,775.00	45.9%
HOA FEES	\$ 4,587.13	\$ 27,522.78	\$ 28,087.50	\$ 56,175.00	0.0%
DESIGN	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL MOUNTAIN AVE EXPENDITURES	\$ 5,348.99	\$ 36,970.91	\$ 57,495.00	\$ 114,990.00	64.3%

PERCENTAGE**YTD ACTUAL vs****YTD BUDGET**

	CURRENT MONTH	YTD ACTUAL	YTD BUDGET	TOTAL 2025 BUDGET	
TOTAL G.F.C.I. EXPENDITURES	\$ 2,527.50	\$ 3,487,588.06	\$ 3,215,000.00	\$ 6,430,000.00	108.5%
TOTAL CONTRIBUTION EXPENDITURES	\$ 3,023.66	\$ 26,637.06	\$ 7,700.00	\$ 15,400.00	345.9%

TOTAL EXPENDITURES GENERAL FUND	\$ 1,451,993.27	\$ 9,278,325.81	\$ 9,584,484.50	\$ 19,168,969.00	
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TOTAL REVENUE OVER EXPENDITURES	\$ (341,221.17)	\$ (2,381,988.33)	\$ (2,977,740.00)	\$ (5,955,480.00)	
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WATER FUND**SOURCE OF SUPPLY****PERCENTAGE**
YTD ACTUAL vs
YTD BUDGET

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL SOURCE OF SUPPLY REVENUE	\$ 1,025,665.02	\$ 3,008,516.61	\$ 1,280,625.00	\$ 2,561,250.00	234.9%
TOTAL SOURCE OF SUPPLY EXPENDITURES	\$ 39,278.52	\$ 620,724.71	\$ 3,695,395.00	\$ 7,390,790.00	16.8%

NET REVENUE OVER EXPENDITURES	\$ 986,386.50	\$ 2,387,791.90	\$ (2,414,770.00)	\$ (4,829,540.00)	
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WATER OPERATIONS & MAINTENANCE**PERCENTAGE**
YTD ACTUAL vs
YTD BUDGET

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL WATER OPERATING REVENUE	\$ 411,938.35	\$ 1,849,074.26	\$ 2,194,000.00	\$ 4,388,000.00	84.3%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 55,289.96	\$ 337,004.52	\$ 491,963.50	\$ 983,927.00	68.5%
ADMINISTRATION OTHER	\$ 14,842.77	\$ 313,725.47	\$ 288,475.00	\$ 576,950.00	108.8%
DISTRIBUTION	\$ 7,195.43	\$ 63,530.79	\$ 194,050.00	\$ 388,100.00	32.7%
TREATMENT	\$ 97,289.96	\$ 323,360.50	\$ 444,350.00	\$ 888,700.00	72.8%
PROFESSIONAL SERVICES	\$ 44,702.14	\$ 276,029.79	\$ 332,875.00	\$ 665,750.00	82.9%
UTILITY BILLING	\$ 1,525.16	\$ 10,208.68	\$ 15,800.00	\$ 31,600.00	64.6%
IMPROVEMENTS	\$ -	\$ 38,847.50	\$ 1,675,000.00	\$ 3,350,000.00	2.3%
TRANSFER	\$ 24,166.67	\$ 145,000.02	\$ 364,692.00	\$ 729,384.00	39.8%
TOTAL WATER OPERATING EXPENDITURES	\$ 245,012.09	\$ 1,507,707.27	\$ 3,807,205.50	\$ 7,614,411.00	39.6%

NET REVENUE OVER EXPENDITURES	\$ 166,926.26	\$ 341,366.99	\$ (1,613,205.50)	\$ (3,226,411.00)	
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WATER PLANT CAPITAL IMPROVEMENTS**PERCENTAGE**
YTD ACTUAL vs
YTD BUDGET

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL WATER PLANT CAPITAL REVENUE	\$ 177,058.66	\$ 901,157.22	\$ 1,175,952.00	\$ 2,351,904.00	76.6%
TOTAL WATER PLANT CAPITAL EXPENDITURES	\$ 1,050.00	\$ 12,077.50	\$ 950,000.00	\$ 1,900,000.00	1.3%

NET REVENUE OVER EXPENDITURES	\$ 176,008.66	\$ 889,079.72	\$ 225,952.00	\$ 451,904.00	
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TOTAL WATER FUND REVENUE	\$ 1,614,662.03	\$ 5,758,748.09	\$ 4,650,577.00	\$ 9,301,154.00	123.8%
TOTAL WATER FUND EXPENDITURES	\$ 285,340.61	\$ 2,140,509.48	\$ 8,452,600.50	\$ 16,905,201.00	25.3%

NET REVENUE OVER EXPENDITURES	\$ 1,329,321.42	\$ 3,618,238.61	\$ (3,802,023.50)	\$ (7,604,047.00)	
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WASTEWATER FUND**WASTEWATER OPERATIONS & MAINTENANCE****PERCENTAGE****YTD ACTUAL vs****YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL WASTEWATER REVENUE	\$ 359,519.39	\$ 2,263,562.43	\$ 1,914,750.00	\$ 3,829,500.00	118.2%

EXPENDITURES

SALARIES/TAXES/BENEFITS	\$ 27,483.59	\$ 125,345.02	\$ 184,259.00	\$ 368,518.00	68.0%
ADMINISTRATION OTHER	\$ 3,311.85	\$ 138,538.87	\$ 105,992.50	\$ 211,985.00	130.7%
MAIN WASTEWATER TREATMENT PLANT	\$ 86,878.16	\$ 312,259.80	\$ 356,750.00	\$ 713,500.00	87.5%
REGIONAL I-25 TREATMENT PLAN	\$ 6,798.08	\$ 34,663.75	\$ 91,087.50	\$ 182,175.00	38.1%
COLLECTION SYSTEM	\$ 5,278.90	\$ 50,868.10	\$ 114,075.00	\$ 228,150.00	44.6%
PROFESSIONAL SERVICES	\$ 50,983.67	\$ 339,778.38	\$ 411,800.00	\$ 823,600.00	82.5%
UTILITY BILLING	\$ 2,465.83	\$ 15,828.75	\$ 15,800.00	\$ 31,600.00	100.2%
TRANSFER	\$ 20,000.00	\$ 120,000.00	\$ 120,000.00	\$ 240,000.00	100.0%
IMPROVEMENTS	\$ 128,914.52	\$ 570,716.10	\$ 2,250,000.00	\$ 4,500,000.00	25.4%
BOND	\$ -	\$ 77,969.32	\$ 453,050.00	\$ 906,100.00	17.2%
TOTAL WASTEWATER EXPENDITURES	\$ 332,114.60	\$ 1,785,968.09	\$ 4,102,814.00	\$ 8,205,628.00	43.5%

NET REVENUE OVER EXPENDITURES	\$ 27,404.79	\$ 477,594.34	\$ (2,188,064.00)	\$ (4,376,128.00)	
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WASTEWATER CAPITAL IMPROVEMENTS**PERCENTAGE****YTD ACTUAL vs****YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL WASTEWATER CAPITAL REVENUE	\$ 161,624.56	\$ 893,050.71	\$ 1,047,515.00	\$ 2,095,030.00	85.3%
TOTAL WASTEWATER CAPITAL EXPENDITURES	\$ 225,457.83	\$ 703,301.72	\$ 4,613,000.00	\$ 9,226,000.00	15.2%

NET REVENUE OVER EXPENDITURES	\$ (63,833.27)	\$ 189,748.99	\$ (3,565,485.00)	\$ (7,130,970.00)	
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TOTAL WASTEWATER FUND REVENUE	\$ 521,143.95	\$ 3,156,613.14	\$ 2,962,265.00	\$ 5,924,530.00	106.6%
TOTAL WASTEWATER FUND EXPENDITURES	\$ 557,572.43	\$ 2,489,269.81	\$ 8,715,814.00	\$ 17,431,628.00	28.6%

TOTAL REVENUE OVER EXPENDITURES	\$ (36,428.48)	\$ 667,343.33	\$ (5,753,549.00)	\$ (11,507,098.00)	
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STORM WATER FACILITIES FUND

STORM WATER OPERATIONS & MAINTENANCE

**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL STORM WATER REVENUE	\$ 63,438.09	\$ 414,964.94	\$ 310,000.00	\$ 620,000.00	133.9%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ -	\$ 562.63	\$ -	\$ -	0.0%
ADMINISTRATION OTHER	\$ 875.00	\$ 5,250.00	\$ 11,625.00	\$ 23,250.00	45.2%
STREET CLEANING	\$ 23,454.65	\$ 31,738.76	\$ 56,500.00	\$ 113,000.00	56.2%
PROFESSIONAL SERVICES	\$ -	\$ 5,693.00	\$ 15,000.00	\$ 30,000.00	38.0%
IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL STORM WATER EXPENDITURES	\$ 24,329.65	\$ 43,244.39	\$ 83,125.00	\$ 166,250.00	52.0%
NET REVENUE OVER EXPENDITURES	\$ 39,108.44	\$ 371,720.55	\$ 226,875.00	\$ 453,750.00	

STORM WATER CAPITAL IMPROVEMENTS

**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL STORM WATER CAPITAL REVENUE	\$ 52,107.25	\$ 300,042.73	\$ 299,000.00	\$ 598,000.00	100.3%
TOTAL STORM WATER CAPITAL EXPENDITURES	\$ -	\$ 11,363.25	\$ 1,132,500.00	\$ 2,265,000.00	1.0%
NET REVENUE OVER EXPENDITURES	\$ 52,107.25	\$ 288,679.48	\$ (833,500.00)	\$ (1,667,000.00)	
TOTAL STORM WATER FUND REVENUE	\$ 115,545.34	\$ 715,007.67	\$ 609,000.00	\$ 1,218,000.00	117.4%
TOTAL STORM WATER FUND EXPENDITURES	\$ 24,329.65	\$ 54,607.64	\$ 1,215,625.00	\$ 2,431,250.00	4.5%
TOTAL REVENUE OVER EXPENDITURES	\$ 91,215.69	\$ 660,400.03	\$ (606,625.00)	\$ (1,213,250.00)	

SPECIAL REVENUE FUNDS**PARK DEVELOPMENT****PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL PARK DEVELOPMENT REVENUE	\$ 54,746.51	\$ 342,131.85	\$ 755,500.00	\$ 1,511,000.00	45.3%
TOTAL PARK DEVELOPMENT EXPENDITURES	\$ -	\$ 654,738.77	\$ 1,132,500.00	\$ 2,265,000.00	57.8%

NET REVENUE OVER EXPENDITURES	\$ 54,746.51	\$ (312,606.92)	\$ (377,000.00)	\$ (754,000.00)
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PARK DEDICATION**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL PARK DEDICATION REVENUE	\$ 13,381.65	\$ 83,575.97	\$ 132,625.00	\$ 265,250.00	63.0%
TOTAL PARK DEDICATION EXPENDITURES	\$ -	\$ 750,000.00	\$ 375,000.00	\$ 750,000.00	200.0%

NET REVENUE OVER EXPENDITURES	\$ 13,381.65	\$ (666,424.03)	\$ (242,375.00)	\$ (484,750.00)
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PUBLIC FACILITIES**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL PUBLIC FACILITIES REVENUE	\$ 44,687.40	\$ 154,643.10	\$ 152,750.00	\$ 305,500.00	101.2%
TOTAL PUBLIC FACILITIES EXPENDITURES	\$ -	\$ 36,570.00	\$ 1,145,000.00	\$ 2,290,000.00	3.2%

NET REVENUE OVER EXPENDITURES	\$ 44,687.40	\$ 118,073.10	\$ (992,250.00)	\$ (1,984,500.00)
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CONSERVATION TRUST/FORESTRY**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL CONSERVATION TRUST REVENUE	\$ 77,354.76	\$ 332,559.16	\$ 332,500.00	\$ 665,000.00	100.0%
EXPENDITURES					
SALARIES/TAXES/BENEFITS	\$ 38,956.82	\$ 243,182.30	\$ 270,444.50	\$ 540,889.00	89.9%
ADMINISTRATION OTHER	\$ 260.41	\$ 6,824.10	\$ 7,725.00	\$ 15,450.00	88.3%
FLEET MAINTENANCE	\$ 1,387.81	\$ 5,853.56	\$ 10,000.00	\$ 20,000.00	58.5%
PARK MAINTENANCE & IMPROVEMENTS	\$ -	\$ 4,073.00	\$ 10,500.00	\$ 21,000.00	38.8%
TREE MAINTENANCE	\$ 1,571.56	\$ 19,266.45	\$ 38,250.00	\$ 76,500.00	50.4%
EAB RESPONSE	\$ 42,158.07	\$ 42,158.07	\$ 22,500.00	\$ 45,000.00	187.4%
TOTAL CONSERVATION TRUST EXPENDITURES	\$ 84,334.67	\$ 321,357.48	\$ 359,419.50	\$ 718,839.00	89.4%

NET REVENUE OVER EXPENDITURES	\$ (6,979.91)	\$ 11,201.68	\$ (26,919.50)	\$ (53,839.00)
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LARIMER COUNTY OPEN SPACE TAX**PERCENTAGE
YTD ACTUAL vs
YTD BUDGET**

	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	
TOTAL LARIMER COUNTY REVENUE	\$ 161,124.91	\$ 2,584,044.02	\$ 1,817,500.00	\$ 3,635,000.00	142.2%
TOTAL LARIMER COUNTY EXPENDITURES	\$ 30,362.97	\$ 2,529,826.08	\$ 1,410,000.00	\$ 2,820,000.00	179.4%

NET REVENUE OVER EXPENDITURES	\$ 130,761.94	\$ 54,217.94	\$ 407,500.00	\$ 815,000.00
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<u>CEMETERY ENDOWMENT</u>						<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>		<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL CEMETERY ENDOWMENT REVENUE	\$ 11,247.99	\$ 34,524.85	\$ 36,250.00	\$ 72,500.00		95.2%
EXPENDITURES						
SALARIES/TAXES/BENEFITS	\$ 5,336.75	\$ 34,755.33	\$ 38,208.00	\$ 76,416.00		91.0%
FUNERALS	\$ 265.00	\$ 265.00	\$ 1,500.00	\$ 3,000.00		0.0%
MAINTENANCE	\$ 2,249.84	\$ 10,189.18	\$ 14,275.00	\$ 28,550.00		71.4%
IMPROVEMENTS	\$ -	\$ -	\$ 17,500.00	\$ 35,000.00		0.0%
TOTAL CEMETERY ENDOWMENT EXPENDITURES	\$ 7,851.59	\$ 45,209.51	\$ 71,483.00	\$ 142,966.00		63.2%
NET REVENUE OVER EXPENDITURES	\$ 3,396.40	\$ (10,684.66)	\$ (35,233.00)	\$ (70,466.00)		
<u>BATS</u>						<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>		<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL BATS REVENUE	\$ 8,961.25	\$ 135,152.46	\$ 508,750.00	\$ 1,017,500.00		26.6%
EXPENDITURES						
SALARIES/TAXES/BENEFITS	\$ 9,317.66	\$ 61,215.95	\$ 68,380.00	\$ 136,760.00		89.5%
ADMINISTRATION OTHER	\$ -	\$ 700.99	\$ 5,200.00	\$ 10,400.00		13.5%
DRIVING	\$ 7,734.25	\$ 14,947.38	\$ 15,300.00	\$ 30,600.00		97.7%
SERVICES	\$ -	\$ 117,362.06	\$ 485,000.00	\$ 970,000.00		24.2%
TOTAL BATS EXPENDITURES	\$ 17,051.91	\$ 194,226.38	\$ 573,880.00	\$ 1,147,760.00		33.8%
NET REVENUE OVER EXPENDITURES	\$ (8,090.66)	\$ (59,073.92)	\$ (65,130.00)	\$ (130,260.00)		
<u>ROAD IMPACT FEES</u>						<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>		<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL ROAD IMPACT REVENUE	\$ 63,306.29	\$ 363,449.44	\$ 446,625.00	\$ 893,250.00		81.4%
TOTAL ROAD IMPACT EXPENDITURES	\$ 1,674.15	\$ 8,751.32	\$ 2,636,149.00	\$ 5,272,298.00		0.3%
NET REVENUE OVER EXPENDITURES	\$ 61,632.14	\$ 354,698.12	\$ (2,189,524.00)	\$ (4,379,048.00)		

<u>RECREATIONAL MMJ</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL RECREATIONAL MMJ REVENUES	\$ 54,937.30	\$ 277,391.01	\$ 325,000.00	\$ 650,000.00	85.4%
TOTAL RECREATIONAL MMJ EXPENDITURES	\$ -	\$ 152,116.76	\$ 412,500.00	\$ 825,000.00	36.9%
NET REVENUE OVER EXPENDITURES	\$ 54,937.30	\$ 125,274.25	\$ (87,500.00)	\$ (175,000.00)	
<u>1998 1% SALES TAX</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
TOTAL 1998 1% REVENUE	\$ 281,559.60	\$ 1,217,930.66	\$ 1,545,312.50	\$ 3,090,625.00	78.8%
TOTAL 1998 1% EXPENDITURES	\$ 227,253.37	\$ 1,992,328.79	\$ 2,905,600.00	\$ 5,811,200.00	68.6%
NET REVENUE OVER EXPENDITURES	\$ 54,306.23	\$ (774,398.13)	\$ (1,360,287.50)	\$ (2,720,575.00)	
<u>2019 1% SALES TAX</u>					<u>PERCENTAGE</u>
	<u>CURRENT MONTH</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>TOTAL 2025 BUDGET</u>	<u>YTD ACTUAL vs</u> <u>YTD BUDGET</u>
RECREATION CENTER REVENUE	\$ 162,505.80	\$ 1,001,477.98	\$ 861,425.00	\$ 1,722,850.00	116.3%
SALES TAX REVENUE/INTEREST	\$ 288,415.70	\$ 1,299,368.98	\$ 1,655,312.50	\$ 3,310,625.00	78.5%
TOTAL 2019 1% REVENUE	\$ 450,921.50	\$ 2,300,846.96	\$ 2,516,737.50	\$ 5,033,475.00	91.4%
RECREATION CENTER OPERATING EXPENSES	\$ 174,717.91	\$ 1,163,345.70	\$ 1,260,553.00	\$ 2,521,106.00	92.3%
PARK EXPENSES	\$ 13,339.16	\$ 95,822.94	\$ 2,050,125.00	\$ 4,100,250.00	4.7%
COP PAYMENT AND OTHER EXPENSES	\$ -	\$ 382,742.50	\$ 575,100.00	\$ 1,150,200.00	66.6%
TOTAL 2019 1% EXPENDITURES	\$ 188,057.07	\$ 1,641,911.14	\$ 3,885,778.00	\$ 7,771,556.00	42.3%
NET REVENUE OVER EXPENDITURES	\$ 262,864.43	\$ 658,935.82	\$ (1,369,040.50)	\$ (2,738,081.00)	
TOTAL SPECIAL FUNDS REVENUE	\$ 1,222,229.16	\$ 7,826,249.48	\$ 8,569,550.00	\$ 17,139,100.00	
TOTAL SPECIAL FUNDS EXPENDITURES	\$ 556,585.73	\$ 8,327,036.23	\$ 14,907,309.50	\$ 29,814,619.00	
TOTAL REVENUE OVER EXPENDITURES	\$ 665,643.43	\$ (500,786.75)	\$ (6,337,759.50)	\$ (12,675,519.00)	

TOTAL REVENUE	\$ 4,584,352.58	\$ 24,352,955.86	\$ 23,398,136.50	\$ 46,796,273.00	
TOTAL EXPENDITURES	\$ 2,875,821.69	\$ 22,289,748.97	\$ 42,875,833.50	\$ 85,751,667.00	

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



BILLS SUMMARY JUNE 2025 FINAL

BILLS ALLOWED

TOTAL BILLS	\$ 1,410,672
NET PAYROLL	\$ 366,593

Mayor William Karspeck

Trustee May Albrecht

Trustee Karl Ayers

Trustee Mark Brodie

Trustee Tim Hardy

Trustee Sean Murphy

Trustee Brett Wing

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1100130000							
79122							
06/25	06/09/2025	79122	USPS-Berthoud	06092025	11-00-130000	Prepaid Expenditures	10,000.00
Total 1100130000:							10,000.00
1100200400							
60125350							
06/25	06/01/2025	601253	Allstate	JUNE 2025	11-00-200400	Insurance Payable	919.90
60125351							
06/25	06/01/2025	601253	Guardian	JUNE 2025	11-00-200400	Insurance Payable	6,346.56
61525301							
06/25	06/11/2025	615253	CIGNA	JUNE 2025	11-00-200400	Insurance Payable	55,422.57
Total 1100200400:							62,689.03
1100420900							
79129							
06/25	06/16/2025	79129	Colorado Rapid Wash	594888	11-00-4209-00	Restitution	56.00
Total 1100420900:							56.00
1101500901							
79237							
06/25	06/18/2025	79237	CMCA	644	11-01-5009.01	Travel/Training	180.00
Total 1101500901:							180.00
1101500905							
79244							
06/25	06/24/2025	79244	Express Toll	2103448670	11-01-5009.05	Travel/Training-Finance	22.50
Total 1101500905:							22.50
1101500941							
79172							
06/25	06/26/2025	79172	Hardy, Tim	CML 2025	11-01-5009.41	Travel/Training-Board	335.86
Total 1101500941:							335.86
1101501001							
79097							
06/25	06/04/2025	79097	USPS-Berthoud	PO BOX 122	11-01-5010.01	Office Supplies-General Office	418.00
79132							
06/25	06/09/2025	79132	Culligan of Cheyenne	77959	11-01-5010.01	Office Supplies-General Office	84.00
79154							
06/25	06/16/2025	79154	Quadiant, Inc	61978971	11-01-5010.01	Office Supplies-General Office	165.00
79163							
06/25	06/18/2025	79163	Office Depot	Multiple	11-01-5010.01	Office Supplies-General Office	377.33
Total 1101501001:							1,044.33
1101501101							
79088							
06/25	06/03/2025	79088	Voice Exchange (Paragon	60405-45956	11-01-5011.01	Telephone-General Office	44.80
79161							
06/25	06/18/2025	79161	CenturyLink	740524318	11-01-5011.01	Telephone-General Office	50.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 1101501101:							94.80
1101501501							
79054							
06/25	06/03/2025	79054	Healthiest You Inc	2025061408	11-01-5015.01	Insurance	990.00
79151							
06/25	06/16/2025	79151	BASIC	3474318	11-01-5015.01	Insurance	501.12
Total 1101501501:							1,491.12
1101501707							
79082							
06/25	06/03/2025	79082	Stewart & Stevenson Powe	70130668	11-01-5017.07	Building Maintenance-Town Hall	1,730.38
79104							
06/25	06/05/2025	79104	Allegion Access Technologi	90021700	11-01-5017.07	Building Maintenance-Town Hall	292.00
79107							
06/25	06/05/2025	79107	Holbrook Service	A-48601	11-01-5017.07	Building Maintenance-Town Hall	1,497.00
Total 1101501707:							3,519.38
1101501804							
78943							
06/25	06/03/2025	78943	Berthoud Weekly Surveyor	40332	11-01-5018.04	Publications/Legal Notice	219.99
Total 1101501804:							219.99
1101502103							
79110							
06/25	06/05/2025	79110	March & Olive, LLC	Multiple	11-01-5021.03	Municipal Judge	1,275.00
Total 1101502103:							1,275.00
1101502801							
78946							
06/25	06/03/2025	78946	DataShield	164737	11-01-5028.01	Records Management	140.66
Total 1101502801:							140.66
1101503800							
79051							
06/25	06/03/2025	79051	Grandpa's Cafe	06182025	11-01-5038.00	Administrative Expenses	1,210.00
79052							
06/25	06/03/2025	79052	Hays Market	MAY 2025	11-01-5038.00	Administrative Expenses	99.98
79091							
06/25	06/04/2025	79091	21st Century Equipment	LATE FEE	11-01-5038.00	Administrative Expenses	1.48
79126							
06/25	06/11/2025	79126	Horvath, Stephanie	Multiple	11-01-5038.00	Administrative Expenses	70.54
79128							
06/25	06/11/2025	79128	Smokin' Wheels BBQ	23	11-01-5038.00	Administrative Expenses	495.00
79170							
06/25	06/24/2025	79170	Petty Cash	JUNE 2025	11-01-5038.00	Administrative Expenses	27.99
79173							
06/25	06/26/2025	79173	Hays Market	JUNE 2025	11-01-5038.00	Administrative Expenses	135.82
Total 1101503800:							2,040.81

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1101503901							
79111							
06/25	06/05/2025	79111	Momentum Groups	20808	11-01-5039 01	Dues/Subscriptions-Admin	1,200.00
79148							
06/25	06/09/2025	79148	Employers Council Service	551032	11-01-5039 01	Dues/Subscriptions-Admin	8,350.00
Total 1101503901:							9,550.00
1101504003							
79227							
06/25	06/18/2025	79227	Bell, Boge & Associates	40316	11-01-5040 03	Attorney-Municipal Court	1,876.18
Total 1101504003:							1,876.18
1101509501							
79114							
06/25	06/05/2025	79114	Anchor Network Solutions,	Multiple	11-01-5095 01	Computer Maintenance/Replace	4,555.71
Total 1101509501:							4,555.71
1101525201							
79256							
06/25	06/24/2025	79256	Zambelli Fireworks	521177-2	11-01-5252 01	Community Events	21,250.00
Total 1101525201:							21,250.00
1101525607							
79231							
06/25	06/18/2025	79231	Larimer Co Solid Waste	MAY2025	11-01-5256 07	Clean Up Day	9,003.07
Total 1101525607:							9,003.07
1102501801							
79162							
06/25	06/18/2025	79162	Ellies Little Farm	227	11-02-5018 01	Public Events	700.00
Total 1102501801:							700.00
1102503404							
79069							
06/25	06/03/2025	79069	NOCO Humane	JUNE 2025	11-02-5034 04	Animal Control	3,288.42
Total 1102503404:							3,288.42
1102522104							
79238							
06/25	06/18/2025	79238	Foley Boyz Lawn Care LLC	4115595	11-02-5221 04	Abatement of Property	290.00
Total 1102522104:							290.00
1103501101							
79147							
06/25	06/09/2025	79147	Complete Wireless Technol	67974	11-03-5011 01	Telephone	165.00
Total 1103501101:							165.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1103501406							
79134							
06/25	06/09/2025	79134	Kwik Korner	MAY2025	11-03-5014.06	Gas & Oil	2,066.22
Total 1103501406:							2,066.22
1103503602							
79066							
06/25	06/03/2025	79066	Mobile Wrench	148100	11-03-5036.02	Heavy Duty Veh/Equip Maint	363.25
79145							
06/25	06/09/2025	79145	8K Tire, Inc.	47114	11-03-5036.02	Heavy Duty Veh/Equip Maint	2,250.88
Total 1103503602:							2,614.13
1103503702							
79060							
06/25	06/03/2025	79060	LG Everist INC	732376	11-03-5037.02	Materials for Maintenance	1,702.16
Total 1103503702:							1,702.16
1103504506							
79120							
06/25	06/09/2025	79120	Republic Services	Multiple	11-03-5045.06	Shop Operations	1,205.02
Total 1103504506:							1,205.02
1103504802							
79136							
06/25	06/09/2025	79136	MAC Equipment INC	Multiple	11-03-5048.02	Safety Equipment	451.12
Total 1103504802:							451.12
1103525106							
79096							
06/25	06/04/2025	79096	University Auto Parts-NAP	Multiple	11-03-5251.06	Tools	413.92
Total 1103525106:							413.92
1104504608							
79080							
06/25	06/03/2025	79080	RCX Sports	50685-1	11-04-5046.08	Uniforms-Flag Football	6,435.00
Total 1104504608:							6,435.00
1104504823							
79246							
06/25	06/24/2025	79246	IPGSA	2025	11-04-5048.23	Team Fees-Youth Softball	960.00
Total 1104504823:							960.00
1104505555							
79203							
06/25	06/11/2025	79203	Tang Soo Do Concepts LL	4245	11-04-5055.55	Clinics-Additional Programs	980.00
Total 1104505555:							980.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
1104505601							
79081							
06/25	06/03/2025	79081	Smart Marketing with Easy	5592	11-04-5056.01	Brochures/Advertising	44.00
Total 1104505601:							44.00
1104509502							
79118							
06/25	06/09/2025	79118	Cardmember Service	MAY25	11-04-5095.02	Computer Maintenance/Replace	22,218.63
Total 1104509502:							22,218.63
1106510606							
78947							
06/25	06/03/2025	78947	Dubois, Brian	REIMBURSE	11-06-5106.06	Travel-Business Prospecting	647.93
79102							
06/25	06/04/2025	79102	Dubois, Brian	REIMBURSE	11-06-5106.06	Travel-Business Prospecting	362.68
Total 1106510606:							1,010.61
1106511006							
79101							
06/25	06/04/2025	79101	Proximity Green	04-2025	11-06-5110.06	Professional Serv-Consultants	2,146.50
Total 1106511006:							2,146.50
1107501209							
79149							
06/25	06/09/2025	79149	Poudre Valley REA	JUNE25	11-07-5012.09	Utilities-facilities/gen parks	1,618.80
79174							
06/25	06/26/2025	79174	Little Thompson Water Dist	1004 S 15 JU	11-07-5012.09	Utilities-facilities/gen parks	58.98
Total 1107501209:							1,677.78
1107504804							
79115							
06/25	06/05/2025	79115	Beacon Athletics	0614124	11-07-5048.04	Ballfield Maintenance	16,975.00
Total 1107504804:							16,975.00
1107504909							
79099							
06/25	06/04/2025	79099	DBC Irrigation Supply	Multiple	11-07-5049.09	Irrigation-general parks	4,884.42
Total 1107504909:							4,884.42
1107505704							
79076							
06/25	06/03/2025	79076	Pioneer Mfg. Co./ Pioneer	251297	11-07-5057.04	Repair/Supplies-Ball Fields	2,145.64
Total 1107505704:							2,145.64
1107505709							
79108							
06/25	06/05/2025	79108	Integrated Site Services In	3020	11-07-5057.09	Repair/Supplies-General Park	1,312.50
79117							
06/25	06/05/2025	79117	TNT Private Utility Services	Multiple	11-07-5057.09	Repair/Supplies-General Park	275.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
79175							
06/25	06/26/2025	79175	Visger, Dawson	HOME DEP	11-07-5057.09	Repair/Supplies-General Park	34.52
Total 1107505709:							1,622.02
1107505710							
79071							
06/25	06/03/2025	79071	Northern Co Pest & Wildlife	Multiple	11-07-5057.10	Repair/Supplies-Farm Lease	3,721.25
Total 1107505710:							3,721.25
1107505806							
79062							
06/25	06/03/2025	79062	LL Johnson Distributing Co	1946523-00	11-07-5058.06	Equipment Maint-Fleet	5,089.90
Total 1107505806:							5,089.90
1107505902							
79157							
06/25	06/16/2025	79157	Vector Disease Control Inte	16428	11-07-5059.02	Insect Control	7,760.31
Total 1107505902:							7,760.31
1107509203							
78949							
06/25	06/03/2025	78949	Gulley Greenhouse & Gard	313103	11-07-5092.03	Main Street Maintenance	2,590.40
79074							
06/25	06/03/2025	79074	Online Stores Inc.	838944	11-07-5092.03	Main Street Maintenance	437.36
Total 1107509203:							3,027.76
1108521502							
79112							
06/25	06/05/2025	79112	ProCode, Inc.	1821484	11-08-5215.02	Contract Inspections	22,451.31
Total 1108521502:							22,451.31
1110512800							
79159							
06/25	06/16/2025	79159	Wilson & Company, Inc.	137047	11-10-5128.00	3rd & Massachusetts	3,331.60
Total 1110512800:							3,331.60
1110570800							
79166							
06/25	06/23/2025	79166	Malm Electrical Contractor	4777	11-10-5708.00	Town Park Reconstruction	36,382.28
Total 1110570800:							36,382.28
1111501006							
79077							
06/25	06/03/2025	79077	Pioneer Press of Greeley	Multiple	11-11-5010.06	Office Supplies	255.00
Total 1111501006:							255.00
1111518603							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
79228							
06/25	06/18/2025	79228	Cumming Management Gr	170644	11-11-5186.03	Development Code Updates	1,845.00
79233							
06/25	06/18/2025	79233	Sopher Sparr Architects	24560-0525	11-11-5186.03	Development Code Updates	658.65
Total 1111518603:							2,503.65
1111518902							
79140							
06/25	06/09/2025	79140	Prairie Mountain Media	421119	11-11-5189.02	DEVELOPMENT REVIEW	576.57
79150							
06/25	06/16/2025	79150	Baseline Engineering Corp.	Multiple	11-11-5189.02	DEVELOPMENT REVIEW	6,514.25
79158							
06/25	06/16/2025	79158	Vranesh & Raisch	Multiple	11-11-5189.02	DEVELOPMENT REVIEW	1,704.00
Total 1111518902:							8,794.82
1112501201							
79168							
06/25	06/23/2025	79168	XCEL Energy	Multiple	11-12-5012.01	Utilities	156.41
Total 1112501201:							156.41
1112501702							
79094							
06/25	06/04/2025	79094	Integrated Safety Services	Multiple	11-12-5017.02	Building Maintenance-Maint	165.00
Total 1112501702:							165.00
1112501901							
79058							
06/25	06/03/2025	79058	KONE	1158928257	11-12-5019.01	Elevator Maintenance	1,096.43
Total 1112501901:							1,096.43
1112503901							
79041							
06/25	06/03/2025	79041	Berthoud Village Shopping	JUNE 2025	11-12-5039.01	HOA Fees	4,587.13
Total 1112503901:							4,587.13
1113501801							
79092							
06/25	06/04/2025	79092	Berthoud Weekly Surveyor	40370	11-13-5018.01	Advertising-Community Outreach	1,310.00
Total 1113501801:							1,310.00
1113502001							
79103							
06/25	06/09/2025	79103	Picture This Creative Servi	377	11-13-5020.01	Prof Services-Community	100.00
79202							
06/25	06/11/2025	79202	Chandlerthinks, LLC	1982	11-13-5020.01	Prof Services-Community	10,676.67
79235							
06/25	06/18/2025	79235	AdSortium, LLC	5270	11-13-5020.01	Prof Services-Community	250.00
Total 1113502001:							11,026.67

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2000504002							
79234							
06/25	06/18/2025	79234	Vranesh & Raisch	Multiple	20-00-5040.02	Attorney Fees	11,271.90
79253							
06/25	06/24/2025	79253	Vranesh & Raisch	51232	20-00-5040.02	Attorney Fees	1,230.84
Total 2000504002:							12,502.74
2000510103							
79252							
06/25	06/24/2025	79252	Ramey Environmental	Multiple	20-00-5101.03	Reservoir Mgt/Maint	32,791.11
Total 2000510103:							32,791.11
2000510202							
79248							
06/25	06/24/2025	79248	Leonard Rice Engineers In	30462	20-00-5102.02	Video Inspection Dam Outlets	15,091.25
Total 2000510202:							15,091.25
2000510800							
79230							
06/25	06/18/2025	79230	Intera Incorporated	05-25-222	20-00-5108.00	Water Conservation Program	6,814.50
Total 2000510800:							6,814.50
2100441000							
78656							
06/25	06/10/2025	78656	AMERICAN TELETEC	HM1052A	21-00-4410-00	Sale of Water	2,437.75
78657							
06/25	06/10/2025	78657	STAHL, MARY KAYE	HM10788.2	21-00-4410-00	Sale of Water	520.00
79025							
06/25	06/03/2025	79025	DUTCHER, BURDETTE &	12210.2	21-00-4410-00	Sale of Water	91.54
79026							
06/25	06/03/2025	79026	SUTTLES, JAMIE & JACKI	11715.2	21-00-4410-00	Sale of Water	108.88
79027							
06/25	06/03/2025	79027	PAQUETTE, JANA C & JOH	484.2	21-00-4410-00	Sale of Water	126.88
79028							
06/25	06/03/2025	79028	GOODRICH, SANDRA & T	11022.2	21-00-4410-00	Sale of Water	101.56
79029							
06/25	06/03/2025	79029	NIELSEN, LUKE	1851.1	21-00-4410-00	Sale of Water	137.12
79030							
06/25	06/04/2025	79030	SWANSON, RANDALL & A	9603.3	21-00-4410-00	Sale of Water	105.58
79031							
06/25	06/04/2025	79031	GERRAIN, GREGORY & K	11591.2	21-00-4410-00	Sale of Water	130.66
79032							
06/25	06/12/2025	79032	MAHONEY, ANNA & THO	10127.2	21-00-4410-00	Sale of Water	869.08
79033							
06/25	06/12/2025	79033	DIXON, DONALD & DARL	11199.2	21-00-4410-00	Sale of Water	70.86
79034							
06/25	06/12/2025	79034	GEIS, ADAM & MARY	11665.2	21-00-4410-00	Sale of Water	101.69
79035							
06/25	06/12/2025	79035	MOORE, KIRBY & LAURIE	11460.2	21-00-4410-00	Sale of Water	236.75
79036							
06/25	06/12/2025	79036	HEDELIUS, DANIEL J	208.6	21-00-4410-00	Sale of Water	214.53
79037							
06/25	06/12/2025	79037	AER LEGACY, LLC	12580.2	21-00-4410-00	Sale of Water	10.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
79038							
06/25	06/12/2025	79038	ADAMS, JULIE	68.3	21-00-4410-00	Sale of Water	79.60
79039							
06/25	06/12/2025	79039	NORRIS, ROGER	1625.1	21-00-4410-00	Sale of Water	20.00
79205							
06/25	06/12/2025	79205	DOWNS, JOHN	11652.2	21-00-4410-00	Sale of Water	73.56
79206							
06/25	06/24/2025	79206	WHITT, ANTHONY	2808.3	21-00-4410-00	Sale of Water	68.75
79207							
06/25	06/25/2025	79207	Vance Brothers	HM1056	21-00-4410-00	Sale of Water	2,314.06
Total 2100441000:							7,818.85
2100500901							
79171							
06/25	06/26/2025	79171	Dumler, Savana	Multiple	21-00-5009.01	Travel, Training	2,749.61
79240							
06/25	06/18/2025	79240	Matthews, Ken	JUNE2025	21-00-5009.01	Travel, Training	992.99
Total 2100500901:							3,742.60
2100501101							
79243							
06/25	06/24/2025	79243	Comcast	JUNE25	21-00-5011.01	Telephone	350.06
Total 2100501101:							350.06
2100501203							
79255							
06/25	06/24/2025	79255	XCEL Energy	JUNE25	21-00-5012.03	Utilities-Treatment	11,514.03
Total 2100501203:							11,514.03
2100501301							
79047							
06/25	06/03/2025	79047	Express Toll	2102777955	21-00-5013.01	Vehicle Maintenance	42.35
Total 2100501301:							42.35
2100501801							
79144							
06/25	06/09/2025	79144	Advanced Direct Marketing	192718	21-00-5018.01	Publications, Legal Notices	1,260.00
79236							
06/25	06/18/2025	79236	Advanced Direct Marketing	192727	21-00-5018.01	Publications, Legal Notices	137.31
Total 2100501801:							1,397.31
2100504701							
79073							
06/25	06/03/2025	79073	Northern Water	JUNE 2025	21-00-5047.01	Rental of Office Space	4,800.00
Total 2100504701:							4,800.00
2100504802							
79042							
06/25	06/03/2025	79042	Cintas First Aid & Safety	Multiple	21-00-5048.02	Safety Equipment	279.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 2100504802							279.00
2100505702							
79153							
06/25	06/16/2025	79153	Jones Excavating & Plumbi	Multiple	21-00-5057.02	Repair, Maint, Supp Dist	2,285.36
79224							
06/25	06/18/2025	79224	American Leak Detection	00441904	21-00-5057.02	Repair, Maint, Supp Dist	650.00
Total 2100505702							2,935.36
2100505703							
79087							
06/25	06/03/2025	79087	Utility Notification Center of	225050181	21-00-5057.03	Repair, Maint, Supp Treat	520.01
79245							
06/25	06/24/2025	79245	Hach Co.	Multiple	21-00-5057.03	Repair, Maint, Supp Treat	3,142.60
Total 2100505703							3,662.61
2100506003							
79068							
06/25	06/03/2025	79068	Nalco Company LLC	Multiple	21-00-5060.03	Chemicals-Treatment	24,085.43
79137							
06/25	06/09/2025	79137	Nalco Company LLC	Multiple	21-00-5060.03	Chemicals-Treatment	25,457.54
79156							
06/25	06/16/2025	79156	Riley Equipment Company	10803	21-00-5060.03	Chemicals-Treatment	12,436.00
Total 2100506003							61,978.97
2100510603							
79086							
06/25	06/03/2025	79086	USA Bluebook	Multiple	21-00-5106.03	Lab Equipment/Supplies	1,663.38
Total 2100510603							1,663.38
2100510902							
79056							
06/25	06/03/2025	79056	Jones Excavating & Plumbi	5680	21-00-5109.02	Meters-repairs	4,280.49
Total 2100510902							4,280.49
2100512401							
79139							
06/25	06/09/2025	79139	Northern Water	05292025	21-00-5124.01	Water Assessments	14,007.87
Total 2100512401							14,007.87
2100527900							
79225							
06/25	06/18/2025	79225	Applied Control Engineerin	48483	21-00-5279.00	SCADA upgrades	5,527.50
Total 2100527900							5,527.50
2200527600							
79085							
06/25	06/03/2025	79085	TETRA TECH, INC.	Multiple	22-00-5276.00	Master Planning Update	169,080.60

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 2200527600:							169,080.60
2300501004							
79155							
06/25	06/16/2025	79155	Range Kleen	2347176	23-00-5010.04	Office Supplies	254.63
Total 2300501004:							254.63
2300501101							
79045							
06/25	06/03/2025	79045	Comcast	JUNE 2025	23-00-5011.01	Telephone-Main Plant	857.21
79169							
06/25	06/23/2025	79169	CenturyLink	JUNE 2025	23-00-5011.01	Telephone-Main Plant	343.11
Total 2300501101:							1,200.32
2300501201							
79078							
06/25	06/03/2025	79078	Poudre Valley REA	MAY 2025	23-00-5012.01	Utilities-Main Plant	13,538.34
79165							
06/25	06/23/2025	79165	Little Thompson Water Dist	MAY 2025	23-00-5012.01	Utilities-Main Plant	338.90
79251							
06/25	06/24/2025	79251	Poudre Valley REA	JUNE 2025	23-00-5012.01	Utilities-Main Plant	7,616.27
Total 2300501201:							21,493.51
2300501202							
79090							
06/25	06/03/2025	79090	XCEL Energy	928547246	23-00-5012.02	Utilities-Regional	1,392.27
Total 2300501202:							1,392.27
2300501203							
79061							
06/25	06/03/2025	79061	Little Thompson Water Dist	MAY 2025A	23-00-5012.03	Utilities	107.61
79135							
06/25	06/09/2025	79135	Little Thompson Water Dist	MAY 2025	23-00-5012.03	Utilities	816.41
Total 2300501203:							924.02
2300504804							
79133							
06/25	06/09/2025	79133	Grainger	Multiple	23-00-5048.04	Safety	426.23
Total 2300504804:							426.23
2300505401							
79119							
06/25	06/09/2025	79119	Republic Services	Multiple	23-00-5054.01	Trash	478.75
Total 2300505401:							478.75
2300505701							
78942							
06/25	06/03/2025	78942	Batteries Plus	P82879029	23-00-5057.01	Repair, Maint. & Supplies-Main	516.75

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
2300505701							
06/25	06/03/2025	79050	Grainger	Multiple	23-00-5057.01	Repair, Maint. & Supplies-Main	619.48
Total 2300505701:							1,136.23
2300505703							
79070							
06/25	06/03/2025	79070	Norfield Development Part	2924	23-00-5057.03	Repair, Maint. & Supplies-Lift	1,588.00
79079							
06/25	06/03/2025	79079	Ramey Environmental	Multiple	23-00-5057.03	Repair, Maint. & Supplies-Lift	95,730.33
Total 2300505703:							97,318.33
2300508101							
79055							
06/25	06/03/2025	79055	HOA Solutions	Multiple	23-00-5081.01	SCADA	2,134.75
79152							
06/25	06/16/2025	79152	HOA Solutions	12731	23-00-5081.01	SCADA	3,575.00
Total 2300508101:							5,709.75
2300510801							
79043							
06/25	06/03/2025	79043	Colorado Analytical Labs, I	Multiple	23-00-5108.01	Lab Tests-Main Plant	5,050.41
Total 2300510801:							5,050.41
2300510802							
79242							
06/25	06/18/2025	79242	USA Bluebook	Multiple	23-00-5108.02	Lab Tests-Regional	1,453.96
Total 2300510802:							1,453.96
2300511103							
79232							
06/25	06/18/2025	79232	Ramey Environmental	Multiple	23-00-5111.03	Sewer Incidents	3,832.59
Total 2300511103:							3,832.59
2300511401							
79064							
06/25	06/03/2025	79064	McDonald Farms	Multiple	23-00-5114.01	Sludge Hauling-Main Plant	4,710.50
79249							
06/25	06/24/2025	79249	McDonald Farms	Multiple	23-00-5114.01	Sludge Hauling-Main Plant	13,016.00
Total 2300511401:							17,726.50
2300511402							
79084							
06/25	06/03/2025	79084	TerraGenesis	Multiple	23-00-5114.02	Sludge Hauling-Regional	3,131.96
79141							
06/25	06/09/2025	79141	TerraGenesis	J000485	23-00-5114.02	Sludge Hauling-Regional	2,516.30
Total 2300511402:							5,648.26
2300521405							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
61525300							
06/25	06/09/2025	615253	Caselle Inc.	JUNE 2025	23-00-5214.05	Computer Maint/Replacement	2,172.00
Total 2300521405							2,172.00
2300530004							
79160							
06/25	06/18/2025	79160	AGFINITY INC	Multiple	23-00-5300.04	Bank Fees	3,761.11
Total 2300530004							3,761.11
2300542006							
79065							
06/25	06/03/2025	79065	Miller Pipeline	25090-07-01	23-00-5420.06	Line rehab and Man hole	48,650.00
Total 2300542006							48,650.00
2400501900							
63025841							
06/25	06/30/2025	630258	Alfa Construction LLC	JUNE 2025	24-00-5019.00	ALFA Line Reimbursement	15,243.02
Total 2400501900							15,243.02
2400527100							
79057							
06/25	06/03/2025	79057	Kimley-Horn and Assoc., In	196724000-0	24-00-5271.00	1st Street Sewer Upgrade	35,232.16
79100							
06/25	06/04/2025	79100	John Day and Janelle Day	TOB 1ST ST	24-00-5271.00	1st Street Sewer Upgrade	60,300.30
79247							
06/25	06/24/2025	79247	Kimley-Horn and Assoc., In	196724000-0	24-00-5271.00	1st Street Sewer Upgrade	21,000.00
Total 2400527100							116,532.46
2400527804							
79250							
06/25	06/24/2025	79250	Moltz Construction, Inc	6-MAY2025	24-00-5278.04	Plant Improvements	117,028.83
Total 2400527804							117,028.83
2800510400							
79226							
06/25	06/18/2025	79226	Baseline Engineering Corp.	34263	28-00-5104.00	Berthoud Res Storm Outfall	1,648.00
Total 2800510400							1,648.00
3100525000							
78939							
06/25	06/03/2025	78939	AB Underground	1 C M070-91	31-00-5250.00	North Berthoud Parkway Trail	18,572.42
78941							
06/25	06/03/2025	78941	Baseline Engineering Corp.	Multiple	31-00-5250.00	North Berthoud Parkway Trail	16,168.50
79164							
06/25	06/23/2025	79164	AB Underground	3	31-00-5250.00	North Berthoud Parkway Trail	1,694.80
Total 3100525000							36,435.72
3300502000							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
77679							
06/25	06/17/2025	77679	Colorado Center for Comm	211-6310027	33-00-5020 00	Professional Fees	2,580.00
79130							
06/25	06/17/2025	79130	University of Colorado Den	211-6310027	33-00-5020 00	Professional Fees	2,580.00
Total 3300502000:							.00
3400504601							
79049							
06/25	06/03/2025	79049	Gonzo Screen Printing	11655	34-00-5046 01	Uniforms	175.60
79125							
06/25	06/11/2025	79125	Calhoun, Richard	UNIFORM 5-	34-00-5046 01	Uniforms	19.99
79127							
06/25	06/11/2025	79127	Koons, Brandon	UNIFORM 6-	34-00-5046 01	Uniforms	21.60
Total 3400504601:							217.19
3600430600							
79183							
06/25	06/30/2025	79183	Larimer County Sales Tax	JUNE 2025	36-00-4306-00	County Open Space Revenue	46,049.89
Total 3600430600:							46,049.89
3600526800							
79075							
06/25	06/03/2025	79075	Paratex Weed Control Inc.	4199	36-00-5268 00	Berthoud Reservoir park Maint	1,600.00
Total 3600526800:							1,600.00
3700505702							
79113							
06/25	06/05/2025	79113	Rousselle Enterprises Inc	8545	37-00-5057 02	Repair & Maintenance	1,050.00
Total 3700505702:							1,050.00
3900501302							
79046							
06/25	06/03/2025	79046	Davey Coach	Multiple	39-00-5013 02	Vehicle Maintenance	1,886.19
79131							
06/25	06/18/2025	79131	Berthoud Tire	943	39-00-5013 02	Vehicle Maintenance	279.96
Total 3900501302:							2,166.15
3900502000							
79093							
06/25	06/04/2025	79093	Fehr Peers	Multiple	39-00-5020 00	Professional Services	10,296.25
Total 3900502000:							10,296.25
3900502201							
79098							
06/25	06/04/2025	79098	City of Fort Collins	1103362	39-00-5022 01	Flex Bus Service	31,084.00
Total 3900502201:							31,084.00
3900511402							

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
63025326							
06/25	06/30/2025	630253	WEX BANK	JUNE 2025	39-00-5114.02	Gas & Oil	3,027.90
Total 3900511402:							3,027.90
4100521300							
79067							
06/25	06/03/2025	79067	Mountain States Specialtie	133670	41-00-5213.00	YAC Conference	360.00
Total 4100521300:							360.00
5100461000							
79182							
06/25	06/30/2025	79182	Town of Johnstown	JUNE 2025	51-00-4610-00	Sales Tax Revenue	6,860.20
Total 5100461000:							6,860.20
5100523900							
79095							
06/25	06/04/2025	79095	Town of Mead	3362	51-00-5239.00	Street Improvements	506.83
Total 5100523900:							506.83
5100526600							
79089							
06/25	06/03/2025	79089	Wenk Associates, Inc.	502324	51-00-5266.00	Arboretum	17,373.98
79254							
06/25	06/24/2025	79254	Wenk Associates, Inc	502421	51-00-5266.00	Arboretum	17,821.25
Total 5100526600:							35,195.23
5201501101							
79116							
06/25	06/05/2025	79116	Hilltop Broadband	4872-202506	52-01-5011.01	Telephone/Internet	409.92
Total 5201501101:							409.92
5201501201							
79143							
06/25	06/09/2025	79143	XCEL Energy	MAY2025-2	52-01-5012.01	Utilities	21,525.42
Total 5201501201:							21,525.42
5201502004							
78945							
06/25	06/03/2025	78945	CivicPlus	Multiple	52-01-5020.04	Purchased Services	8,886.81
79204							
06/25	06/11/2025	79204	Xerox Business Solutions	Multiple	52-01-5020.04	Purchased Services	839.44
Total 5201502004:							9,726.25
5201504001							
79167							
06/25	06/23/2025	79167	Maynes Bradford Shipp &	APRIL 2025	52-01-5040.01	Attorney Fees	25,952.50
Total 5201504001:							25,952.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
5201505404							
79121							
06/25	06/09/2025	79121	Republic Services	Multiple	52-01-5054.04	Trash Service	780.17
Total 5201505404:							780.17
5201505601							
79059							
06/25	06/03/2025	79059	Lefthand Printworks	3839	52-01-5056.01	Brochures/Advertising/Printing	280.00
Total 5201505601:							280.00
5201524701							
79106							
06/25	06/05/2025	79106	DaySmart Recreation	1461721	52-01-5247.01	Computer Software	1,669.19
Total 5201524701:							1,669.19
5203501701							
78940							
06/25	06/03/2025	78940	ASSA Abloy Entrance Syst	1857368	52-03-5017.01	Building Maintenance/Repair	586.75
79105							
06/25	06/05/2025	79105	ASSA Abloy Entrance Syst	04292025	52-03-5017.01	Building Maintenance/Repair	6,910.00
79229							
06/25	06/18/2025	79229	Holbrook Service	Multiple	52-03-5017.01	Building Maintenance/Repair	8,423.70
79241							
06/25	06/18/2025	79241	Supreme Sound	2391	52-03-5017.01	Building Maintenance/Repair	2,293.67
Total 5203501701:							18,214.12
5203502004							
79109							
06/25	06/05/2025	79109	Long Building Technologies	Multiple	52-03-5020.04	Purchased Services	2,054.00
Total 5203502004:							2,054.00
5203505701							
78938							
06/25	06/03/2025	78938	1-800-GOT-JUNK	16263569	52-03-5057.01	Equipment Maintenance/Repair	228.00
78948							
06/25	06/03/2025	78948	Eldorado Climbing	20156498	52-03-5057.01	Equipment Maintenance/Repair	740.00
79063							
06/25	06/03/2025	79063	Malm Electrical Contractor	4776	52-03-5057.01	Equipment Maintenance/Repair	570.00
79239							
06/25	06/18/2025	79239	Front Range Plumbing	40573	52-03-5057.01	Equipment Maintenance/Repair	1,042.00
Total 5203505701:							2,580.00
5203510201							
79053							
06/25	06/03/2025	79053	HD Supply formerly Home	Multiple	52-03-5102.01	Supplies/Equipment	1,335.68
Total 5203510201:							1,335.68
5205506001							
79142							
06/25	06/09/2025	79142	Wagner Welding Supply C	Multiple	52-05-5060.01	Chemicals	428.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice GL Account Title	Check Amount
Total 5205506001:							428.50
5207502004							
78944							
06/25	06/03/2025	78944	Choose Well Nutrition, LLC	MAY 2025	52-07-5020.04	Purchased Services	42.00
Total 5207502004:							42.00
5208500801							
79201							
06/25	06/11/2025	79201	American DataBank LLC	2505235	52-08-5008.01	Background/Physicals	195.64
Total 5208500801:							195.64
5208502031							
79072							
06/25	06/03/2025	79072	Northern Colorado Sports	Multiple	52-08-5020.31	Officials-Adult Volleyball	2,550.00
79138							
06/25	06/09/2025	79138	Northern Colorado Sports	12416	52-08-5020.31	Officials-Adult Volleyball	910.00
Total 5208502031:							3,460.00
5209505012							
79146							
06/25	06/09/2025	79146	BSN Sports LLC	310475439	52-09-5050.12	Equipment-Youth Basketball	1,257.86
Total 5209505012:							1,257.86
5240570200							
79044							
06/25	06/03/2025	79044	Colorado Portables	31513	52-40-5702.00	Berthoud Bike Park maint	300.00
79048							
06/25	06/03/2025	79048	G & S Solutions	51160	52-40-5702.00	Berthoud Bike Park maint	870.52
79083							
06/25	06/03/2025	79083	Sunbelt Rentals Inc	168850494-0	52-40-5702.00	Berthoud Bike Park maint	380.00
Total 5240570200:							1,550.52
Grand Totals:							1,410,672.44

Proclamation

“National Night Out”

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 5th, 2025, entitled "National Night Out"; and

WHEREAS, the "42nd Annual National Night Out" provides a unique opportunity for the Town of Berthoud to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Town of Berthoud plays a vital role in assisting the Larimer County Sheriff's Office through joint crime, drug and violence prevention efforts in Berthoud and is supporting "National Night Out 2025" locally; and

WHEREAS, it is essential that all citizens of the Town of Berthoud be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in the Berthoud Community; and

NOW, THEREFORE, I William Karspeck, as Mayor of the Town of Berthoud do hereby call upon all citizens of the Town of Berthoud to join the Town and the National Association of Town Watch in supporting "42nd Annual National Night Out" on August 5th, 2025.

FURTHER, LET IT BE RESOLVED THAT, I William Karspeck, do hereby proclaim Tuesday, August 5th, 2025 as "NATIONAL NIGHT OUT" in the Town of Berthoud.

Signed this 29th day of July 2025.

William Karspeck, Mayor

TOWN BOARD INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	May 29, 2025
Agenda Title/Subject:	Consideration of a request to annex, zone, enter into an annexation agreement, and consideration of a neighborhood master plan for Harvest West
Type of Item:	Public Hearing
Purpose:	Consideration of a request to annex, zone, enter into an annexation agreement, and consideration of a neighborhood master plan for Harvest West
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

- Letter of Intent
- Petition for Annexation
- Annexation Assessment Report
- Annexation Agreement
- Annexation Map
- Neighborhood Master Plan Narrative
- Neighborhood Master Plan Map
- Traffic Impact Study
- Zoning Assessment Report
- Zoning Map
- Ordinance 1358
- Ordinance 1359
- Resolution 15 (Series 2025)
- Resolution 16 (Series 2025)
- Planning Commission Minutes from May 22, 2025 with attachment

BACKGROUND:

The applicant, HT Land Partners, through their representative Alex Hoime have submitted a petition to annex 35 +/- acres of land generally located west of South Berthoud Parkway and generally north of West County Road 4E.

The proposal was originally submitted on February 21, 2023. A second submittal was made on June 26, 2024, and this submittal was incomplete as it did not address staff comments provided in 2023. A complete submittal was made on August 15, 2024 followed by a third submittal on January 16, 2025, and a fourth submittal on March 17, 2025. The Town Trustees heard the first Petition request and accepted the Petition on March 28, 2023. Due to the time lag between the original Petition filing and when the developer has completed their application process, Staff has been advised to repeat the Petition process to re-establish a community of interest. The Town Trustees heard the Petition request at their meeting on May 13, 2025. Planning Commission heard the applicant's request for an annexation, zoning and a neighborhood master plan at their public hearing on May 22, 2025.

This one memo provides an overview of three application submittals, the Annexation with an Annexation Agreement, the requested Zoning, and a Neighborhood Master Plan. Each of these three applications will be separate agenda items and require separate motions of approval, approval with conditions, or denial.

The applicant is proposing annexation of property from unincorporated Larimer County into the Town of Berthoud. The property being considered for Annexation is in the Town's Future Land Use area as designated on the Comprehensive Plan Future Land Use Map. Should the annexation request be approved, the applicant is requesting zoning of Suburban Residential (SR) with a Neighborhood Master Plan illustrating the proposed site configuration, amenities, compliance with the Town's Master Plans, and incorporation of regional Master Plans. The subject property is currently zoned RR2, Rural Residential in Larimer County. The properties are in the south-western portion of the Town's Urban Growth Boundary and the proposed zoning allocations align closely with the vision established in the 2021 Comprehensive Plan Future Land Use Map.

UPDATE/NEXT STEPS

If approved, the next step will include submittal of a Preliminary Plat application and recording of annexation documents. The Preliminary Plat will require public hearings before the Town Trustees and the Planning Commission.

FISCAL IMPACT AND FUND SOURCE

An Assessment Report has been prepared by the applicant and included in this packet of information. The Report will be filed with Larimer County as required.

COMMUNITY TOUCHSTONES

The 2021 Comprehensive Plan Future Land Use Map envisions this property as being appropriate for future suburban residential development. Adherence to the intent of the 2021 Plan ensures the vision of the community established through the master planning process is upheld inclusive of the objective to establish a clear vision for the future of Berthoud reflecting community values. The Comprehensive Plan and the Future Land Use Map are not legislative. Flexibility is required when reviewing land use activities with the Future Land Use Map. In this situation, the applicant's request mirrors the vision found on the Future Land Use Map. In addition, the applicant shall be held accountable in achieving the goals and action items outlined in the Comprehensive Plan and master plans affecting the properties. Subsequent submittals shall be in substantial compliance with the Neighborhood Master Plan.

RECOMMENDED ACTION(S)

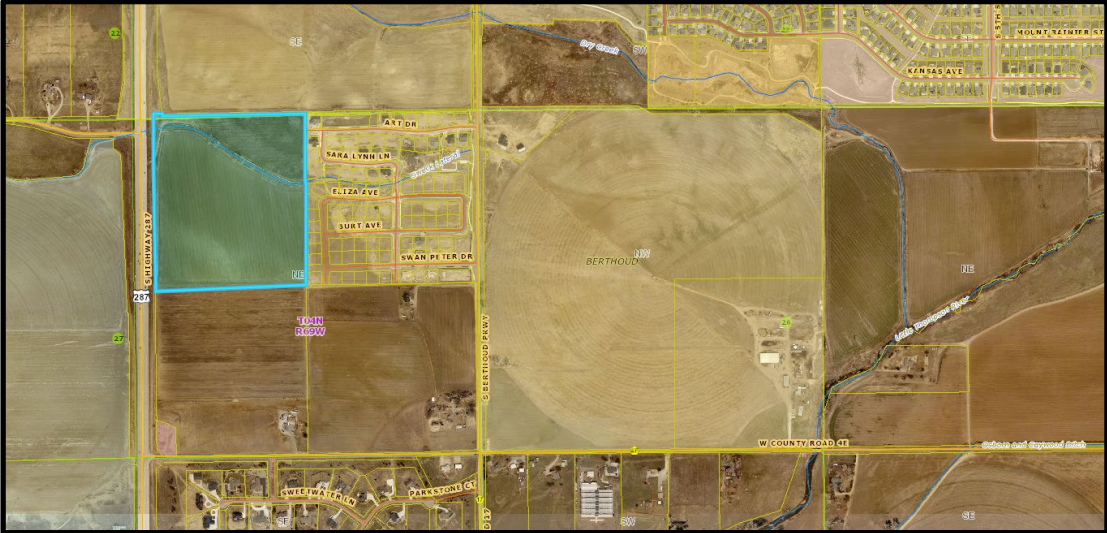
Planning Commission recommends that the Town Trustees find the Annexation, Neighborhood Master Plan and Change of Zone meet the criteria for approval found in the Land Use Code and the intent of the Comprehensive Plan, as outlined in the attached staff report. Staff and consulting teams regarding water and the Town Attorney collaborated on the Annexation Agreement and are in approval on the final form and content. Suggested motions are included in the Staff Report.

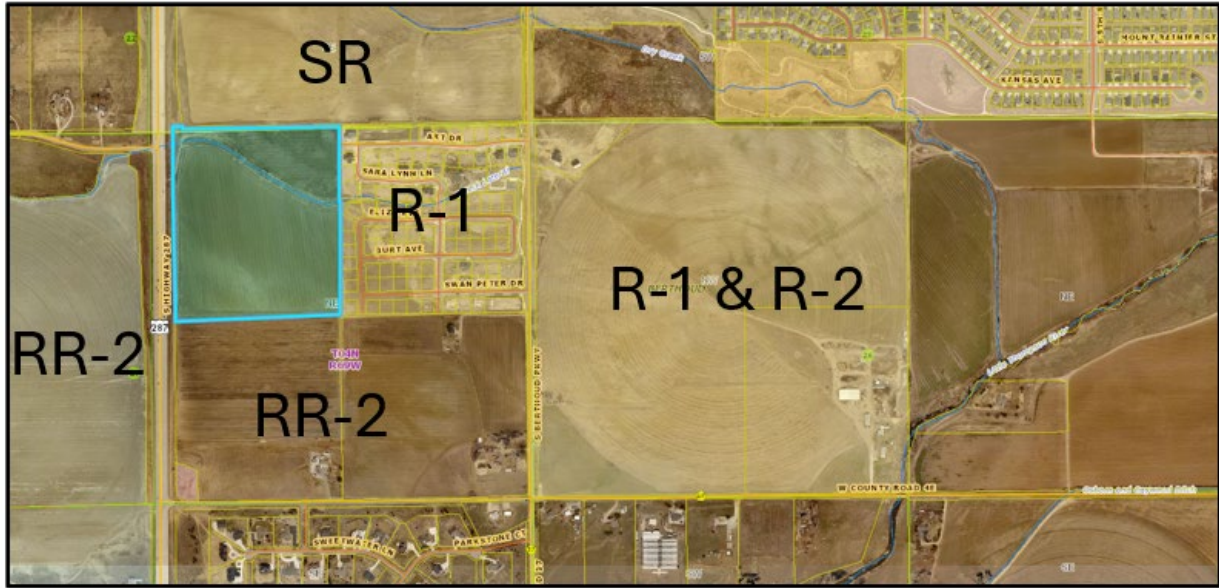


STAFF REPORT: HARVEST WEST ANNEXATION, ZONING AND NEIGHBORHOOD MASTER PLAN

DATE: July 29, 2025

GENERAL INFORMATION

Applicant	HT Land Partners, Applicant Alex Hoime, Applicant's Representative	Size: 35 +/- acres for Annexation, Zoning and a Neighborhood Master Plan
Site Location	The property under consideration is in unincorporated Larimer County. Parcel 9427000011 is approximately 35 acres in size and highlighted in blue on the aerial image below. 	
Applicant's Request	The Applicant is requesting Annexation with a Neighborhood Master Plan and a Zoning proposal of SR, Suburban Residential.	
Surrounding Property Current Uses	<i>North:</i> Legacy Park (aka Ludlow) is located north of and adjacent to the proposed development. Legacy Park is in the platting review stage. The southern portion of Legacy is proposed for suburban density residential development. <i>West:</i> State Highway 287 is adjacent to and west of the proposed development. Unincorporated Larimer County is located on the west side of State Highway 287. <i>South:</i> Undeveloped land in unincorporated Larimer County. <i>East:</i> Harvest North and South subdivisions in the Town of Berthoud.	

Surrounding Properties and Current Zoning			
	<u>Land Use Code bulk standards for proposed zone district SR, Suburban Residential</u>		
Min. Lot Size	2,500 sq. ft. (detached house) 1,600 sq. ft. (townhome)		
Min. Lot Width	40-feet (detached house) 16-feet (townhomes)		
Front Setback	20-feet or 10-feet based on front loaded or rear loaded garage		
Side Setback	5-feet; 10-feet (side corner)		
Rear Setback	20-feet or 5-feet based on front loaded or rear loaded garage		
Building Height	30-feet		
<i>SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS</i>			
<u>Adjacent Zoning</u>	<u>Adjacent Land Uses</u>	<u>Setback requirements</u>	
North: SR, Berthoud	Single-family Residential/agriculture /approval and pending development activity	30’ perimeter from arterial streets; 20’ perimeter from collector streets	
South: RR2, Larimer			
East: R-1 and R-2, Berthoud			
West: RR2, Larimer			

Report and Process Overview

This one staff report covers the review of three application submittals, the Annexation with the Findings of Fact, the requested Zoning, and a Neighborhood Master Plan. This staff report is longer than many reviewed in the past as it encapsulates the development review criteria for the three applications. Each of these three applications will be separate agenda items requiring separate motions of approval, approval with conditions or denial. The related items will be presented together for a comprehensive review.

The proposal was originally submitted on February 21, 2023. A second submittal was attempted on June 26, 2024, and this submittal was incomplete as it did not address staff comments provided in 2023. A complete submittal was made on August 15, 2024 followed by a third submittal on January 16, 2025, and a fourth submittal on March 17, 2025. The Town Trustees heard the first Petition request and accepted the Petition on March 28, 2023. Due to the time lag between the original Petition filing and when the developer has completed their application process, Staff has been advised to repeat the Petition process to re-establish a community of interest.

Planning Commission heard the applicant's request at their May 22, 2025 public hearing and moved to forward the request for Annexation, Zoning and a Neighborhood Master Plan to the Town Trustees for approval.

To ensure a transparent and equitable land use review for every applicant, staff relies on the Municipal Code for processing standards and criteria for approval. These standards can be found in the table below.

Land Use Process	Development Review Process	Criteria for Approval
Annexation	30-8-104.A and B	30-8-104.B.6
Change of Zone	30-3-110.C	30-3-110.D
Neighborhood Master Plan	30-6-106.C	30-6-106.E

Municipal Code Sections 30-8-104.B outlines the processing steps for an Annexation and in Section 30-3-110.C for zoning amendments. Step 5 directs staff to bring the Annexation and Zoning requests to the Planning Commission prior to presenting the requests before the Board of Trustees. This step is found below.

Step 5: Planning Commission review and recommendations. The Planning Commission shall review, as a regular agenda item, the annexation application at a regular or special meeting to be held prior to the date of the public hearing before the Town Board. The Commission will make a recommendation by motion to the Town Board regarding the overall annexation of the property to the Town. The Commission's motion may be to recommend approval, approval with conditions, or denial of the annexation.

At this same meeting, the Commission may review the requested zoning of the property. Notice of the Commission's review of zoning shall be given in accordance with the requirements for an amendment to the zoning map. The Planning Commission shall recommend to the Town Board approval with or without conditions, or recommend denial of the requested zoning.

Municipal Code Section 30-6-106 outlines the Neighborhood Master Plan purpose and the process (Table 3.10 found in Section 30-30-116). A Planning Commission public hearing is a requirement for review of a Neighborhood Master Plan.

Proposal

The applicant is proposing annexation of property from unincorporated Larimer County into the Town of Berthoud. The property being considered for Annexation is in the Town's Future Land Use area as designated on the Comprehensive Plan Future Land Use Map as well as within the Town's Three Mile Plan. The applicant is proposing a Neighborhood Master Plan, Zoning, and the Annexation. The proposed zoning and the proposed Neighborhood Master Plan are consistent with the Comprehensive Plan Future Land Use Map and incorporates the vision of the Trails Master Plan. The project site is not within an overlay district. The underlying zoning standards for the Suburban Zone and Character District will be adhered to.

Background

The subject property is currently zoned RR2, Rural Residential in Larimer County. The property is in the southern portion of the Town's Urban Growth Boundary and the proposed zoning allocations align closely with the vision established in the 2021 Comprehensive Plan Future Land Use Map. The subject proposal is west of and adjacent to a similar development that is nearly fully constructed by the same development team and is a continuation of the same development.

Annexation

The act of Annexation brings properties from either unincorporated Larimer or Weld County into the Town of Berthoud in compliance with the Colorado Municipal Act of 1965, C.R.S. 31-12-101 – 123, as may be amended. A meeting with the Board of Trustees was held on May 13, 2015, and it was determined that the application met the requirements of Colorado Revised Statutes and the Municipal Code.

The process of Annexation allows Berthoud to control the quality of design and development, require the developer to incorporate local and regional trails and open space areas into the design, require parks and public amenities within the proposed development, require adjacent roads to be developed according to the Town's standards and adhere to the allowances of the Suburban Residential zone district, for example. The act of Annexation allows municipalities to control the development of territory to ensure the development is consistent with the vision of the Comprehensive Plan which is enacted in the Berthoud Development Code.

The Town of Berthoud has criteria for approval when considering Annexation. This criteria for approval is found in Section 30-8-102 of the Municipal Code and is outlined below for convenience along with staff's findings following the referral review process and detailed Code review.

30-8-102.A	Finding	Rationale
1. Annexation is a discretionary act. With the exception of a petition initiated by the Town for the annexation of an enclave, the Town Board shall exercise its sole discretion in the annexation of territory to the Town.	Yes	The proposed parcel to be considered for annexation are presented willingly by the applicant. The Town established a community of interest in the Annexation of this property.
2. The land to be annexed and the uses proposed for the land shall conform to the goals, policies and strategies of the Town of Berthoud Comprehensive Plan and to the land uses depicted on the Preferred [Future] Land Use Map, as amended. Furthermore, all annexation proceedings shall comply with the Colorado Municipal Annexation Act of 1965, as amended.	Yes	The proposed land use is consistent with the Character and Zoning District of Suburban Residential. The Suburban Residential Character District can be defined in the 2021 Comprehensive Plan update and the Future Land Use Map. Future submittal stages such as the Neighborhood Master Plan to be considered at this same hearing, and the future submittals of a Preliminary Plat and the Final Plat will be required to illustrate how the local/regional trails and open spaces connect to this property. Staff review of this application has been done in coordination with the requirements of the Colorado Municipal Annexation Act.

3. At the time development occurs, certain public facilities and amenities are necessary and must be constructed as part of any territory annexed to and developed within the Town in order that the public needs may be served by such facilities. These facilities include, but are not limited to, arterial streets, bridges, public parks and recreation areas, water and sanitary sewer facilities, school sites, fire and police station sites, and storm drainage facilities. Typically, the annexation of lands to the Town shall be shown not to create any additional cost or burden on the then-existing residents of the Town to provide such public facilities in any newly annexed area.	Yes	The Annexation Assessment Impact Report provided with the application submittal addresses the impacts anticipated. The Annexation Agreement also addresses impacts and formalizes expectations. Future submittal stages such as the Neighborhood Master Plan, Preliminary Plat and the Final Plat are required to illustrate public facilities and amenities necessary to serve this development. Construction documents and drawings are engineered and design plans. These documents and drawings are required elements of a Preliminary and Final Plat. Preliminary Plans have been provided with the Neighborhood Master Plan submittal. Agencies such as the Town's operations and public works teams, the Town's development review engineer, the fire protection district, and the school district all review the application at this stage of the process and will continue to review application materials and construction documents and drawings throughout the development review process. All comments from the Town Engineer, Operations and Public Works, and Planning teams will be addressed through the Preliminary Plat stage which is when detailed reviewed is performed. The Town scrutinizes each application submittal and requires any number of resubmittals to ensure the application materials inclusive of utility design and concerns of the referral entities have been met prior to scheduling public hearings. Development expectations for projects in the Town of Berthoud include integration into and connection to, the Town's and the Regional Master Planning open space, trail, pedestrian and traffic networks; provision of street trees, parks and public amenities; design, engineering and installation of adjacent roadways; adherence to requirements of the school district and the fire protection district; and coordination with all public utilities serving the development, for example. Staff also reviews materials to make sure the specifications, standards, guidelines and expectations outlined in the Town's Comprehensive Plan, Land Development Code, Landscape and Architectural Design Guidelines are met. All Special Districts are provided an opportunity to respond to an Annexation request.
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4. Typically, the petitioner for annexation shall be responsible for paying application fees and the Town's full cost for processing the annexation applications and petition; from initial discussion with Town Staff before submittal of the petition, through the approval and recording of the final annexation documents.	Yes	The applicant has paid application fees and a development review deposit. The deposit is used to pay fees of third party consultants the Town utilizes, publications, mailings, recording fees and staff's time.
5. Annexed areas will not typically divide tracts of land to prevent further annexation of adjoining parcels. (For example, leaving a "gap" or a "strip" of land between property to be annexed and the adjoining property.)	Yes	This annexation does not subdivide land and does not propose to leave any land owned by the applicant adjacent to the property in unincorporated Larimer County. This annexation does leave the parcels to the north in unincorporated Larimer County as they are not party to the pending annexation.
6. The property owner shall comply with the Annexation Application requirements of this Chapter prior to submitting an annexation petition.	Yes	The applicant has complied with the application requirements and the processing regulations.

Staff has found the Annexation application materials listed in Section 30-8-103 have been submitted correctly. Referral agencies have been provided with several review periods. The applicant has addressed all concerns of referral agencies and the Town. Any Conditions of Approval proposed provide directions to the applicant regarding expectations for submittal of the Preliminary Plat. The **process** for considering an Annexation Petition outlined in Section 30-8-104 was followed. Planning Commission heard the applicant's request at their May 22, 2025 public hearing and moved to forward the request to the Town Trustees for approval.

Neighborhood Master Plan

The Neighborhood Master Plan represents a conceptual design of the development and is a required submittal step accompanying either or both, a rezoning or subdivision application. The Neighborhood Master Plan depicts the applicant's vision for the overall development. This vision includes the proposed zoning classification along with a concept for the on and off-site transportation networks and road classifications, pedestrian network, parks, open space, subdivision identity standards and other amenities. The Neighborhood Master Plan illustrates how the proposed development fits within the Comprehensive Plan vision, the various overlay districts that may impact the property, and the underlying Zoning and Character Districts. The proposal also illustrates how the design and development standards found in the various Town guidelines and the Land Development Code will be incorporated into the future Preliminary Plan and Final Plat application submittals.

The Neighborhood Master Plan is binding on a development, and all future platting/zoning actions must follow the approved plan as presented and approved by the Planning Commission and the Town Board of Trustees. Should the applicant need to alter the Neighborhood Master Plan post-approval, a formal amendment of the plan may be required.

Section 30-6-106 of the municipal code states that a Neighborhood Master Plan must consist of the following required elements:

30-6-106(E) Required Elements	Finding	Rationale
1. <u>Traffic Plan</u>: The applicant shall provide a preliminary traffic plan that addresses the following elements: i. The proposed street network connectivity to the existing road network, including all proposed access points. ii. The location and layout of all arterial and collector roads within the development. Local streets and alleys do not need to be depicted. iii. A preliminary traffic impact study prepared by a licensed traffic engineer which evaluates proposed access points, the existing street system, and any need for any road improvements (including off-site improvements) created by the proposed development.	Yes	The applicant submitted a Traffic Impact Study considering the existing background traffic and anticipated traffic movement as a result of the proposed development. The Traffic Impact Study was reviewed by the Town's Development Review Engineer. The conceptual design proposed incorporates the findings outlined in the Traffic Impact Study for on-site and off-site improvements required. The Preliminary Plat application will also require an updated study to reflect surrounding proposed land uses to ensure the road infrastructure serving this development is adequate. A Development Agreement will be required with the Final Plat review phase and will specify timing and responsibilities for making improvements to the transportation network. <u>South Berthoud Parkway</u> This road shall be improved to a major collector status as outlined in the Annexation Agreement. <u>State Highway 287</u> The existing access shall be closed. Improvements to <u>County Road 4 at State Highway 287</u> will be required. The extent of the improvements and the developer's proportionate share of the improvements, if any, will be finalized with a Development Agreement at the time of Final Plat. Development expectations for projects in the Town of Berthoud include integration into the Town's and Regional Master Planning open space, trail, pedestrian and traffic networks; provision of street trees, parks and public amenities; design, engineering and installation of adjacent roadways; adherence to requirements of the school district and the fire protection district; and coordination with all public utilities serving the development, for example. Staff also ensure the specifications, standards, guidelines and expectations outlined in the Town's Comprehensive Plan, Land Development Code, Landscape and Architectural Design Guidelines are met.

30-6-106(E) Required Elements	Finding	Rationale
2. <u>Open Space Plan:</u> The applicant shall provide a preliminary open space plan that addresses the following elements: i. Proposed open space distribution and location, including percentage of open space. ii. Compliance with 30-2-109(D)(4) open space elements. iii. Required buffer areas as per 30-2-109(C)(2)		The applicant has considered the Land Use Code, the Comprehensive Plan and the Master Plans affecting the property and have incorporated connection to the Regional Trail system, provided proposed site amenities and neighborhood identity features.
3. <u>Park(s) Plan:</u> i. Proposed park locations and types of parks as per Section 30-2-109(B)(2) and (3) ii. Proposed park acreage as per Section 30-2-109(B)(2)	Yes	The required variety of site amenities, park acreage requirements, and neighborhood identity features as required by the Land Use Code have been incorporated into the Neighborhood Master Plan.
30-6-106(E) Required Elements	Finding	Rationale
4. <u>Pedestrian Network:</u> i. Location of all trails within development, and connection to existing trail network. ii. Connectivity of sidewalks to the existing pedestrian system, including any off-site sidewalk improvements. iii. Depiction of any bike lanes or any other multi-modal features.	Yes	Regional and local trails have been incorporated into the Neighborhood Master Plan. Sidewalk and trail connectivity has been depicted on the submitted plans.
5. <u>Zoning:</u> i. The location of zoning boundaries shall be provided with the application and depicted on the Neighborhood Master Plan. ii. The plan should show how lot diversity standards of Section 30-2-116(D)(1)(c), are met and create a mix of zoning which is harmonious with the surrounding area, and within the property itself. iii. Density and lot diversity shall be distributed throughout the project and shall not be located in only one area.	Yes	The entire site is proposed for Suburban Residential, SR zoning classification in accordance with the vision of the 2021 Comprehensive Plan Future Land Use Map. The lot diversity standards found in the Land Use Code have been met. A minimum of three housing diversity types shall be required in residential developments containing more than 30 acres according to the Development Design requirements found in the Land Use Code. The applicant has proposed three housing / lot types. Architectural diversity is reviewed by the Town after approval of the Final Plat.

6. <u>Overall Utility Plan:</u> i. A preliminary utility plan depicting the existing capacity of the utility system for both the proposal and any potential future development. ii. Proposed connections to the existing utility system. iii. The location of any proposed or required lift stations. iv. Utility plans for the interior of the development (such as water and sewer service lines) are not required as part of this process.	Yes	A Preliminary Utility Plan was provided with application materials, has been reviewed by the Town and referral agencies including the Town Development Review Engineer, the Town's Operations Manager, the Town's Water Resources Attorney, and has been amended according to referral comments. The Preliminary Plat and Final Plat applications will include Construction drawings and documents, and these documents will be continuously reviewed.
30-6-106(E) Required Elements	Finding	Rationale
7. <u>Subdivision Identity Standards:</u> i. The applicant shall provide compliance with subdivision identity standards found in Section 30-2-131.	Yes	Neighborhood identity features required by the Land Use Code have been met and further review will be made during the Preliminary Plan and Final Plat processes.

Neighborhood Master Plan Review Criteria

Section 30-6-106(G) states that the town shall use the following criteria in addition to other applicable provisions of the code to evaluate the application.

30-6-106(G) Review Criteria	Finding	Rationale
1. The land use mix within the project conforms to Berthoud's Zoning District Map and Comprehensive Plan Preferred Land Use Map and furthers the goals and policies of the Comprehensive Plan.	Yes	The entire site is proposed for Suburban Residential with SR zoning classification in accordance with the vision of the 2021 Comprehensive Plan Future Land Use Map. The lot diversity standards found in the Land Use Code have been met. A minimum of three housing diversity types shall be required in residential developments containing more than 30 acres according to the Development Design requirements found in the Land Use Code. The applicant has proposed three housing / lot types. Architectural diversity is reviewed by the Town at time of building permit. Many times, the Town will also review the architectural master plan with the Final Plat. Neighborhood identity features required by the Land Use Code have been met. Review of these features in greater depth will occur at the Preliminary Plan and Final Plat stages.

30-6-106(G) Review Criteria	Finding	Rationale
2. The Neighborhood Master plan represents a functional system of land use and is consistent with the rationale and criteria set forth in this Chapter, the Town Comprehensive Plan, and the Parks, Open Space and Recreation (PORT) Plan as amended.	Yes	The high level of scrutiny expended on the Neighborhood Master Plan review at this stage in development review ensures the proposal includes land uses, open space, trail connectivity, transportation corridors, utility provision, for example that follow the criteria found in the Comprehensive Plan, Master Plans, the Municipal Code, and the engineering specifications and standards.
3. The preliminary traffic, open space, park utility and pedestrian design is adequate and functional given the existing and planned capacities of each system, and meets the standards found in this Code.	Yes	The applicant submitted a Traffic Impact Study considering the existing background traffic and anticipated traffic movement as a result of the proposed development. The Traffic Impact Study was reviewed by the Town's Development Review Engineer. The Preliminary Plat application will also require an updated study to reflect surrounding proposed land uses to ensure the road infrastructure serving this development is adequate. A Development Agreement will be required with the Final Plat review phase and will specify timing and responsibilities for making improvements to the transportation network. <u>South Berthoud Parkway</u> This road shall be improved to a major collector status as outlined in the Annexation Agreement. <u>State Highway 287</u> The existing access shall be closed. Improvements to <u>County Road 4 at State Highway 287</u> will be required. The extent of the improvements and the developer's proportionate share of the improvements, if any, will be finalized with a Development Agreement at the time of Final Plat. Development expectations for projects in the Town of Berthoud include integration into the Town's and Regional Master Planning open space, trail, pedestrian and traffic networks; provision of street trees, parks and public amenities; design, engineering and installation of adjacent roadways; adherence to requirements of the school district and the fire protection district; and coordination with all public utilities serving the development, for example. Staff also ensure the specifications, standards, guidelines and expectations outlined in the Town's Comprehensive Plan, Land Development Code, Landscape and Architectural Design Guidelines are met.

4. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.	Yes	Adjacent land uses include agricultural and land under development review in the Town of Berthoud. The Town's standards include a recognition of the Right to Farm policy. Setbacks, tree lawns, on- and off-site improvements have been proposed to mitigate the impacts of the development on the road/street networks, trails, and open space areas.
5. There is a need or desirability within the community for the development and the development will help achieve a balance of land use and/or housing types within Berthoud according to town goals.	Yes	The Town has recognized the potential development of the property to Suburban Residential uses as envisioned in the 2021 Comprehensive Plan update. The applicant has provided a Neighborhood Master Plan prepared in accordance with the Land Use Code and the Comprehensive Plan which are the public-facing documents which depict the Town's goals for future development.

Staff has found the Neighborhood Master Plan application materials have been submitted correctly. Referral agencies were provided with several referral periods since the application was first submitted in February, 2023. The process for considering a Neighborhood Master Plan was followed. Planning Commission heard the applicant's request at their May 22, 2025 public hearing and moved to forward the request to the Town Trustees for approval.

Rezoning

The subject project is currently zoned RR2 in unincorporated Larimer County. The process of annexation is accompanied with a zoning request. The applicant is requesting zoning to SR, Suburban Residential. Rezoning is addressed through an official zoning map amendment. Section 30-3-110(D) states for the purpose of establishing and maintaining sound stable and desirable development within the Town, the Zoning Map shall not be amended except when it addresses one or more of the criteria in the following table.

30-3-110(D) Zoning Map Amendment Criteria	Finding	Rationale
- To correct a manifest error in an ordinance establishing the zoning for a specific property; or - To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or - The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Town Comprehensive Plan; or - The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Town Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or	Yes	The 5th criteria has been met. The property is in unincorporated Larimer County and the property owner seeks to develop in the Town of Berthoud, according to the Town's design, development, and engineering standards. The applicant seeks to develop in the Town and agrees to adhere to regional and local transportation, trails and open space networks pursuant to the Town's various comprehensive and master plans in effect. The applicant agrees to adhere to the Town's architectural, project diversity standards as well as provide for development amenities and preserving sensitive riparian land. The applicant has requested a zoning classification which meets the intent of the future land use envisioned in the 2021 Comprehensive Plan update.

5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area		
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Staff found the Change of Zone application materials have been submitted correctly. Referral agencies were provided with an initial review period in February, 2023 and again in late 2024 and early 2025. The applicant has addressed all concerns of referral agencies and the Town. Any Conditions of Approval proposed provide directions to the applicant regarding expectations for submittal of the Preliminary Plat. The process for considering a Change of Zone outlined in the Land Use Code was followed. Planning Commission heard the applicant's request at their May 22, 2025 public hearing and moved to forward the request to the Town Trustees for approval.

PUBLIC NOTICE AND COMMENT

Notice of the Planning Commission and Town Board Public Hearing to consider the three applications was published in the *Berthoud Surveyor* and the *Loveland Reporter* starting the week of April 13, 2025. Because the land use applications include an Annexation request, this request is required to be published for four consecutive weeks prior to the Town Trustees public hearing. Surrounding Property Owners were notified by mailing on April 21, 2025. The property was posted with a sign by the applicant prior to April 13, 2025. The property owner provided notice to Mineral Owners per C.R.S. The Notice requirements for all three application requests followed the annexation notice requirements which are the most stringent in accordance with Table 1.1. All three applications and both the Planning Commission and the Town Board of Trustees hearings were noticed concurrently.

FINDINGS AND RECOMMENDATIONS

Annexation

I move to approve the Harvest West Annexation and the Annexation Agreement through Ordinance 1358 and Resolution 15 (Series 2025) finding substantial compliance based upon the findings outlined in the Staff Report and the Planning Commission recommendation. These findings are based on the Criteria for Approval found in Section 30-8-104.B.6 of the Municipal Code.

Neighborhood Master Plan

I move to approve the Harvest West Neighborhood Master Plan through Resolution 16 (Series 2025) based upon the findings outlined in the Staff Report and the Planning Commission recommendation. These findings are based on the Criteria for Approval found in Section 30-6-106.E of the Municipal Code. As a condition of approval, the applicant shall address concerns expressed by the adjacent property owner, Jim Brehm, as expressed in an email dated May 13, 2025 as a submittal item with the Preliminary Plan application.

Rezoning

I move to approve the Harvest West Zoning to Suburban Residential based upon the findings outlined in the Staff Report and the Planning Commission recommendation. These findings are based on the Criteria for Approval found in Section 30-3-110.D of the Municipal Code.

Attachments

1. Letter of Intent
2. Petition for Annexation
3. Annexation Assessment Report
4. Annexation Agreement
5. Annexation Map
6. Neighborhood Master Plan Narrative
7. Neighborhood Master Plan Map
8. Traffic Impact Study
9. Zoning Assessment Report
10. Zoning Map

TOWN OF BERTHOUD
RESOLUTION NUMBER 15
(SERIES 2025)

THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD SETTING FORTH FINDINGS OF FACT AND DETERMINATIONS REGARDING THE ELIGIBILITY FOR ANNEXATION OF THE HARVEST WEST ANNEXATION PURSUANT TO C.R.S. 31-12-110.

WHEREAS, HT Land Partners, LLC as property owner (“the Petitioner”), filed with the Town Clerk a Petition for Annexation on February 21, 2023 (“the Petition”); and

WHEREAS, the Town Board of Trustees of the Town of Berthoud reviewed such Petition through Resolution No. 12 (Series 2023) and Resolution No. 8 (2025) and at its meetings held on March 28, 2023 and May 13, 2025; and

WHEREAS, the Town Board of Trustees have established that the Petitioner has filed the Petition to annex unincorporated property to the Town that meets the eligibility requirements found in Colorado Revised Statutes Section 31-12-104; and

WHEREAS, the Town Board of Trustees have established the Petition and the territory to be annexed satisfies the limitations found in Colorado Revised Statutes Section 31-12-105.

NOW THEREFORE BE IT RESOLVED by the Town Board of Trustees of the Town of Berthoud, Colorado, this 29th day of July, 2025, as follows:

Section 1. That the Board finds that there is at least one-sixth (1/6) contiguity between the Town of Berthoud and the Property; that a community of interest exists between the Property and the Town; that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the Town of Berthoud.

Section 2. That the Board further finds that the requirements of the applicable provisions of Section 30 of Article II of the State Constitution and Sections 31-12-104 and 31-12-105 of the Colorado Revised Statutes have been met.

Section 3. That the Board further finds that an election is not required under section 30(1)(a) of Article II of the State Constitution and Sections 31-12-107(2) of the Colorado Revised Statutes.

Section 4. That the Board further determines that that the annexation is conditioned upon the Petitioner and the Town completing an annexation agreement and there are no additional terms and conditions to be imposed upon said annexation.

Section 5. That the Board concludes that the Property is eligible for annexation to the Town of Berthoud.

MOVED, SECONDED AND ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, COLORADO THIS 29th DAY OF JULY, 2025.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk

Exhibit A: Legal Description

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 AS BEARING SOUTH 00°20'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1186.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287 THE FOLLOWING FIVE (5) COURSES: NORTH 00°18'39" WEST A DISTANCE OF 6.04 FEET; NORTH 25°13'09" EAST A DISTANCE OF 80.00 FEET; NORTH 00°18'39" WEST A DISTANCE OF 820.56 FEET; NORTH 08°11'06" EAST A DISTANCE OF 338.44 FEET; NORTH 00°18'39" WEST A DISTANCE OF 81.62 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE NORTH 88°51'21" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1101.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE SOUTH 00°20'18" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1319.88 FEET TO THE POINT OF BEGINNING, CONTAINING 34.56 ACRES MORE OR LESS.

TOWN OF BERTHOUD

ORDINANCE NO. 1358

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD
ANNEXING AND ACCEPTING THE ANNEXATION AGREEMENT FOR PROPERTY
KNOWN AS HARVEST WEST TO THE TOWN OF BERTHOUD**

WHEREAS, Resolutions 2023-12 and 2025-8 found substantial compliance and initiated annexation proceedings on behalf of HT Land Partners, LLC, owners of the property, collectively referred to herein as "Harvest West Annexation" and described herein has heretofore been adopted by the Board of Trustees of the Town of Berthoud; and

WHEREAS, by Resolution No. 2025-15 setting forth findings of fact and determinations regarding the Harvest West Annexation was adopted by the Board of Trustees; and

WHEREAS, the Board of Trustees may annex the proposed area by ordinance pursuant to Section 31-12-111, C.R.S.; and

WHEREAS, the Board of Trustees does hereby find and determine that it is in the best interests of the Town to annex the property known as Harvest West to the Town and the Annexation Agreement for the property is more specifically described below:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

Section 1. That the above-described property meets all legal requirements for annexation to the Town of Berthoud, and on the request of the Owner and in the interest of the Town, said property shall be annexed to the Town, which annexation shall become effective upon completion of an annexation agreement between the Town and the Owner, and completion of the conditions contained in Section 31-12-113, C.R.S., including, without limitation, all required filings for recording with the Larimer County Clerk and Recorder.

Section 2. No Obligations Assumed: In annexing said property to the Town, the Town does not assume any obligation respecting the construction of water mains, sewer lines, gas mains, electrical service lines, streets or any other services or utilities in connection with the property hereby annexed except as may be provided by the ordinances of the Town.

Section 3. Interpretation. This Ordinance shall be so interpreted and construed to effectuate its general purpose.

Section 4. Effective Date. The provisions of this Ordinance shall take effect thirty (30) days after publication as required by law.

PASSED, ADOPTED, SIGNED, AND APPROVED this the 29th day of July, 2025.

TOWN OF BERTHOUD

By

William Karspeck, Mayor

ATTEST:

By:

Christian Samora, Town Clerk

RESOLUTION NUMBER 2025-16

A RESOLUTION OF THE TOWN OF BERTHOUD BOARD OF TRUSTEES APPROVING A NEIGHBORHOOD MASTER PLAN FOR A DEVELOPMENT KNOWN AS HARVEST WEST IN THE TOWN OF BERTHOUD.

WHEREAS, the property under consideration is known as the “Harvest West” development; and

WHEREAS, the Town of Berthoud (“Town”) approved Ordinance 1358 on July 29, 2025, which approved the Harvest West Annexation; and

WHEREAS, the Town of Berthoud (“Town”) approved Ordinance 1359 on July 29, 2025, which approved the Zoning to SR, Suburban Residential, of the Harvest West property; and

WHEREAS, the 2021 update to the Town’s Comprehensive Plan and Future Land Use Map have envisioned the property described in Exhibit A attached hereto as appropriate for Suburban Residential development; and

WHEREAS, the developer has proposed a Neighborhood Master Plan application that has been prepared in substantial compliance with the 2021 update to the Town’s Comprehensive Plan and Future Land Use Map; and

WHEREAS, the Neighborhood Master Plan has been reviewed by referral agencies to ensure the proposed development does not present a burden on service provision; and

WHEREAS, notice was properly posted in the manner required by law and a public hearing was conducted on May 22, 2025, before the Berthoud Planning Commission; and

WHEREAS, after the public hearing, the Berthoud Planning Commission made a unanimous recommendation to the Town Board of Trustees to approve the Neighborhood Master Plan as presented with the following four Conditions of Approval:

1. The applicant shall address concerns expressed by the adjacent property owner, Jim Brehm, as expressed in an email dated May 13, 2025 as a submittal item with the Preliminary Plan application.

WHEREAS, notice was properly posted in a manner required by law and a public hearing was conducted on June 25, July 2, July 9, July 16, 2025, before the Board of Trustees as required by law and which public hearing incorporated the testimony of citizens which were allowed to speak during “Citizen Participation” during this Board of Trustees meeting, and which testimony the applicant confirmed it had reviewed; and

WHEREAS, based on the testimony and evidence presented at the public hearing held on July 29, 2025, the Board of Trustees determines and finds that compliance with the Neighborhood

Master Plan review criteria as provided in Section 30-6-106.E of the Berthoud Municipal Code has been demonstrated.

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

Section 1. Neighborhood Master Plan Approval. The Neighborhood Master Plan is hereby conditionally approved. The Preliminary Plat shall be submitted in substantial compliance with the Neighborhood Master Plan and the development review for the Preliminary Plat shall be processed in accordance with the Land Use Code. The applicant shall address concerns expressed by the adjacent property owner, Jim Brehm, as expressed in an email dated May 13, 2025 as a submittal item with the Preliminary Plan application.

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

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

APPROVED AND ADOPTED this 29th day of July, 2025.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk

Exhibit A: Legal Description

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 AS BEARING SOUTH 00°20'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1186.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287 THE FOLLOWING FIVE (5) COURSES: NORTH 00°18'39" WEST A DISTANCE OF 6.04 FEET; NORTH 25°13'09" EAST A DISTANCE OF 80.00 FEET; NORTH 00°18'39" WEST A DISTANCE OF 820.56 FEET; NORTH 08°11'06" EAST A DISTANCE OF 338.44 FEET; NORTH 00°18'39" WEST A DISTANCE OF 81.62 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE NORTH 88°51'21" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1101.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE SOUTH 00°20'18" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1319.88 FEET TO THE POINT OF BEGINNING, CONTAINING 34.56 ACRES MORE OR LESS.

TOWN OF BERTHOUD

ORDINANCE NO. 1359

AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF BERTHOUD TO ESTABLISH THE ZONING OF PROPERTY KNOWN AS THE “HARVEST WEST ANNEXATION” NEWLY ANNEXED TO THE TOWN OF BERTHOUD

WHEREAS, an ordinance approving the annexation of certain property known as the Harvest West Annexation as more particularly described in Exhibit A attached hereto (the “Property”), to the Town of Berthoud by Ordinance No.1358 was passed by the Board of Trustees of the Town of Berthoud on July 29, 2025; and,

WHEREAS, Section 31-12-115, Colorado Revised Statutes, requires that newly annexed property be zoned within 90 days of the effective date of the annexation ordinance; and,

WHEREAS, the Planning Commission previously has considered the zoning request related to Ordinance 1359 and Annexation Ordinance1358, and has recommended that the Property be zoned “Suburban Residential (SR)” upon its annexation into the Town; and,

WHEREAS, notice previously was been posted and published as required by law and a public hearing was conducted before the Board of Trustees on June 25, July 2, July 9, and July 16, 2025, at which time the zoning of the Property to “Suburban Residential (SR)” was approved by the Board, to become effective upon the completion of the annexation of the Property into the Town more particularly described in Exhibit A and found in Exhibit B; and

WHEREAS, the Board desires the zoning approval for the Property to become effective concurrent with the legal effectiveness of Annexation Ordinance 1358.

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

Section 1. Upon the legal effectiveness of the annexation of the Property to the Town of Berthoud in accordance with Section 31-12-113(2)(b), Colorado Revised Statutes, the official zoning map of the Town of Berthoud shall be amended by the inclusion of the Property zoned as “Suburban Residential (SR).”

Section 2. The Property known as the “Harvest West Annexation” is hereby zoned “Suburban Residential (SR),” subject to the terms and conditions approved by the Town.

Section 3. Interpretation. This Ordinance shall be so interpreted and construed to effectuate its general purpose.

Section 4. Publication. The Town Clerk shall certify to the passage of this Ordinance, cause its contents to be published, and, when the annexation of the Property becomes effective in accordance with section 31-12-113(2) (b), Colorado Revised Statutes, shall cause the appropriate change to be made to the official Berthoud Zoning District Map.

Section 5. Effective Date: The effective date of this ordinance shall be the later of the effective date of the Annexation of “Harvest West Annexation” and thirty (30) days after publication of this ordinance.

PASSED, ADOPTED, SIGNED, AND APPROVED this the 29th day of July, 2025.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk

EXHIBIT A: LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXHIBIT B: CHANGE OF ZONE MAP

The River Trails Zoning Map was recorded by Larimer County Clerk and Recorder at Reception Number _____.



**Garden
Spot of
Colorado**

**Town of Berthoud Planning Commission
Town Hall
Board Room
807 Mountain Avenue, Berthoud, CO 80513
May 22, 2025 at 6:00 p.m.**

1. Meeting called to order – Vice Chairperson Smith at 6:00 p.m.
2. Pledge of Allegiance
3. Roll Call

The following Planning Commission members were present:

Abigail Smith, Vice Chair
Mark Brodie, Commissioner
Nick Semedalas, Secretary
Stacy Sigman, Commissioner
Marc Hofmans, Commissioner
David Pond, Commissioner

The following Planning Commission members were absent:

Karen Anderson, Chair

The following staff members were present:

Anne Johnson, Community Development Director
Tawn Hillenbrand, Planning Manager
Luke Seeber, Development Review Engineering manager
Erin Smith, Town Attorney

4. Approval of Minutes from the May 8, 2025 Planning Commission Meeting
 - a. Moved by Commissioner Sigman and seconded by Commissioner Semedalas
5. Public Hearing: A Public Hearing to consider a request for a Preliminary Plat known as Farmstead Acres, located approximately 560 feet north of North Dorothy Drive and the intersection with Remuda Road.
 - a. Planning Manager Tawn Hillenbrand provided a staff presentation at 6:03 p.m.
 - b. The applicant was represented by Todd Johnson and they provided a presentation at 6:25 p.m.
 - c. Public comment was opened at 6:40 p.m. and closed at 6:52 p.m. The following members of the public provided testimony: Kathryn Browning, Ryan Bond and Stacey Shea.
 - d. Applicant Todd Johnson responded to Ms. Browning's concerns to fencing and separation from 6:52 to 6:55 pm.
 - e. Planning Commissioners deliberated and discussed the Criteria for Approval. Discussion opened at 6:55 p.m. and closed at 7:00 p.m.

- f. Commissioner Semedalas moved to Brodie the applicant's request and send this recommendation to the Town Trustees. Commissioner Brodie moved to second the motion.
 - i. Motion: Continue the Planning Commission hearing to July 10, 2025.
6. Planning Commission took a break at 7:50 pm until 7:58 pm.
7. Public Hearing: A Public Hearing to consider a request for an Annexation, Neighborhood Master Plan and a Change of Zone for a project known as Harvest West located adjacent to and west of Harvest North subdivision which is west of South Berthoud Parkway.
 - a. Community Development Director Anne Johnson provided a staff presentation at 758 p.m.
 - b. The applicant was represented by Alex Hoime and they provided a presentation at 8:08 p.m.
 - c. Public comment opened at 8:47 pm p.m. and closed at 8:47 p.m.
 - d. Planning Commissioners deliberated and discussed the Criteria for Approval for the Annexation request. Discussion opened at 8:47 p.m. and closed at 8:59 p.m.
 - e. Commissioner Sigman moved to forward a recommendation of approval for the applicant's request and send this recommendation to the Town Trustees. Commissioner Semedalas seconded the motion.
 - f. Planning Commissioners deliberated and discussed the Criteria for Approval for the Neighborhood Master Plan request. Discussion opened at 8:59 p.m. and closed at 9:02 p.m.
 - g. Commissioner Brodie moved to forward a recommendation of approval for the applicant's request and send this recommendation to the Town Trustees. Commissioner Sigman seconded the motion
 - i. The motion included the following Condition of Approval, "The applicant shall address concerns expressed by the adjacent property owner, Jim Brehm, as expressed in an email dated May 13, 2025 as a submittal item with the Preliminary Plan application.
 - h. Planning Commissioners deliberated and discussed the Criteria for Approval for the Zoning request. Discussion opened at 9:02 p.m. and closed at 9:03 p.m.
 - i. Commissioner Semedalas moved to forward a recommendation of approval for the applicant's request and send this recommendation to the Town Trustees. Commissioner Hoffmans seconded the motion
8. Report by Staff:
 - a. The next Planning Commission will be on June 12, 2025 and there will be a public hearing for a land development and an update on the Land Use Code amendments. Commissioners Pond, Anderson, Brodie, Smith, and Hoffmans have indicated they will attend to ensure quorum.
 - b. The second meeting in June will be held on June 26, 2025 and there will be a public hearing for a land development and an update on the Land Use Code amendments. Commissioners Pond, Anderson, Brodie, Smith, Hoffmans and Sigman have indicated they will attend to ensure quorum.
 - c. Town Board outcomes
 - i. The Natural Healing Section of the Town Code was approved by the Trustees on second reading on May 13, 2025.
 - ii. There is a vacancy on the Town Board as Trustee Chris Kurtz resigned.

9. Adjourn

The meeting was adjourned by Motion of Commissioner Sigman and seconded by Commissioner Pond at 9:13 p.m.



Chairperson



Secretary

From: [Jim Brehm](#)
To: [Anne Johnson](#)
Subject: 1321 county road 4e Berthoud
Date: Tuesday, May 13, 2025 12:35:40 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[Outlook-cn3rmjt5.png](#)
[Outlook-siwirz3k.png](#)

Good afternoon Please review concerns that are listed below .

1. Proper irrigation to South Farm from handy ditch upper meter box upgraded.
- 2) Proper engineer design of water flow and capacity for future farming of existing land
- 3) Fencing along new development to 287 ,dividing the property space of the homes and farming property ,

Will like to discuss in person further options for my fourth generation farming that I currently doing for my mother Charlene Johnson .



Jim Brehm
Station Manager
FEAM Maintenance / Engineering
Duty Phone: 303-963-6606 Mobile: 303-514-7958
w: www.feam.aero e: jbrehm@feam.aero

From: Anne Johnson <AJohnson@berthoud.org>
Sent: Monday, May 12, 2025 3:08 PM
To: Jim Brehm <jbrehm@feam.aero>
Subject: test

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sincerely,
Anne



Anne Best Johnson, AICP MBA
Community Development Director
Phone: 970.344.5818
ajohnson@berthoud.org
Berthoud.org
807 Mountain Ave. Berthoud, CO 80513
Town Hall Hours:
Monday through Thursday
0700-1730



All messages sent or received by this address may be subject to public disclosure pursuant to the Colorado Open Records Act (CORA) C.R.S. 24-72-200.1 et seq.

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March 14, 2025

Town of Berthoud
807 Mountain Avenue
Berthoud, CO 80513
970.532.2643

RE: Letter of Intent for Harvest West Subdivision

Members of the Board,

HT Land Partners, LLC would like to propose the subdivision of Harvest West to develop an 81 lot residential community. Refer to the Neighborhood Master Plan Narrative for additional description.

The property is adjacent to Harvest Ridge North and Harvest Ridge South, located to the east, and Legacy Park, located to the north. Utility services will be provided by connecting to the existing infrastructure in the adjacent Harvest Ridge North and Harvest Ridge South developments. It has been determined in the development of Harvest Ridge North and Harvest Ridge South that the existing infrastructure will be sufficient to serve the 86 dwelling units. The neighborhood master plan application materials include a utility study and will-serve letters have been provided from Xcel and PVREA. We have been coordinating with the Town Operations and Public Works divisions regarding access, off-site improvements, potable and non-potable water as well as sanitary sewer provisions. The preliminary plan will include Construction Documents at 80% completion for review.

The development is not anticipated to have a significant impact on the transportation infrastructure. Per the preliminary traffic impact study, the project is anticipated to generate 811 daily weekday trips, 60 AM total peak hour trips, and 81 PM total peak hour trips. There are existing left turn deceleration lanes on S. Berthoud Parkway at both full movement intersections (Art Drive and Swan Peter Drive) and per the preliminary traffic impact study, are sufficient to accommodate this development. We understand there will be off-site improvements needed and these are captured in the Annexation Agreement and will be confirmed in the Development Agreement with the engineering and design provided with future application submittals.

The existing drainage of the site is split into two major basins that are divided by an irrigation ditch on the property. A diversion structure will be installed on the ditch to allow for the flows to be routed in different directions to ensure downstream users continue having access. The flows will be routed through pipes, with one approaching the southwest corner of the project and another pipe will be routed through the park space towards the adjacent project where an existing irrigation pipe is located. The piping system will be routed through the southeast corner of the property to serve the adjacent landowner. Area to the north of the irrigation ditch flows northeast and contributes to the Dry Creek



Major Basin as identified in the Berthoud Stormwater Master Plan. Area to the south of the irrigation ditch flows southeast and contributes to the Ish Reservoir Major Basin as identified in the Berthoud Stormwater Master Plan. The proposed development will maintain existing drainage patterns. Flows from the residential lots will sheet flow to the proposed streets and will be directed via curb and gutter and inlets to detention ponds. After detaining and treating the stormwater, the ponds will discharge at a controlled release rate. The stormwater management system will be designed and submitted for review with the preliminary and final plats.

The intention of the development is to cater to small and mid-size local builders and incorporate a modern farmhouse style architecture. The proposed zoning for this area is SR. Upon completion of the Final Plat, the development will provide an Architectural Diversity Plan to the Town for review and approval. The housing diversity standards have been met by proposing three housing types: Single Family detached, Single family detached (rear loaded) and Two-family housing.

The impact on the Berthoud Public School system is expected to be minimal. The demographic profile of prospective homebuyers in this community predominantly consists of individuals around retirement age, who are less likely to have school-aged children. The developer and the school district have collaborated and the resulting discussions indicate that approximately 39 students will reside within the Harvest West development, further indicating the limited strain on local educational resources.

We are proposing a suburban residential zone district which is consistent with the Future Land Use Map. The following goals and strategies of the Comprehensive Plan are embodied in this proposal and are as follows:

- Bike and pedestrian trails, which connect to future, regional trail systems
- Tree lined streets
- Increase interconnectivity to adjacent neighborhoods
- Lower density homes on larger lots as well as a range of housing
- Mix of housing serving varying needs, budgets and life stages of residents
- Diverse collection of private parkland, open space and trails

The proposed project is consistent with the rationale and criteria set forth in the Development Code, the Comprehensive Plan, and the Parks, Open Space, Recreation, and Trails (PORT) Plan as amended. The utility and transportation design is adequate to serve the development. We have incorporated these details into our Neighborhood Master Plan and a few examples of that are as follows: a diversity of housing, a trail system, additional open space and parkland proposed beyond Code requirements.

The project is not located within a Metro District which ultimately creates a benefit to the future homeowners of this subdivision, further reducing additional out of pocket expenses that would



otherwise be incurred within a Metro District. The common spaces will be maintained by the HOA. The HOA will manage the non-potable system, if this feature can be accommodated.

Requirements in the 2024 Berthoud Development Code for Subdivision Identity (§ 30-2-131), Parks and Open Space (§ 30-2-109), and lot size and diversity (§ 30-2-116) will be met. Subdivision Identity elements being evaluated include:

- trail system
- greenway
- pocket park
- artwork
- fencing and walls
- useable open space

Per Section (§ 30-2-109), the park components will include all elements of List A. Other Park components being considered include:

From List B

- Shelters with picnic tables
- 15,000 sf of turf play area
- 10,000 sf natural area

From List D

- Playground
- Community building

From List E

- Barbecue grills
- Benches
- Trailhead parking
- Restroom enclosures

There will be at least 3.5 acres of open space including 0.94 acres of park space. Refer to the Neighborhood Master Plan Narrative for additional description on how these requirements are met.

Negative impacts on adjacent land uses are not anticipated as the development will be a continuation of what has been proposed and intended zoning on adjacent properties. Per discussions with our partners on the adjacent Harvest North and South projects, many of our builders have communicated their excitement and desire to partner again on the Harvest West project due the local demand of their products.



Please refer to the Annexation Assessment Report for additional impacts and details

I appreciate your time in reviewing this preliminary plat submittal package. Please feel free to contact me at 970-290-1970 with any questions.

Sincerely,

Alex Hoime, PE
HT Land Partners, LLC
320 N Lincoln Ave
Loveland, CO 80537

Harvest West
PETITION FOR ANNEXATION

We represent that we are the landowners of 100% of the land described in this Petition, excluding public streets, alleys, roads, and easements, which is legally described on **Exhibit “A”** and depicted on **Exhibit “B”**, and affirm the following to be true and correct as of March 3, 2025, our petition for annexation is filed with the Town of Berthoud. Please refer to **Exhibit “C”** Supplement to Petition for Annexation for additional information narrative on the statutory requirements being met.

CONTIGUITY:

1. The perimeter of the total proposed annexations has a distance of 4934 feet of which 2421 feet are contiguous to the existing Town Limits of Berthoud.
2. The annexation is 49.1% contiguous.
3. The proposed annexations contain approximately 34.6 acres.
4. The requirements of Colorado Revised Statutes §31-12-104 and §31-12-105, exist or have been met.
5. We further allege:
 - a. It is desirable and necessary that the territory be annexed to the Town of Berthoud. Per the Town’s Future Land Use Map, this parcel is within the Town’s Growth Management Area.
 - b. A community of interest exists between the territory and the Town of Berthoud. This parcel has been designated as a Suburban zoning in the Town’s Future Land Use Map.
 - c. The territory is integrated or capable of being integrated with the Town of Berthoud. Due to this site being located adjacent to past developments, city utilities are available to serve the parcel.
 - d. The territory is urban or will be urbanized in the near future. This site is adjacent to past developments with suburban zoning and this site has also been designated as suburban per the Future Land Use Map.
 - e. No land held in identical ownership is divided into separate parcels unless the owner of said tract has consented in writing or joins in this Petition.

- f. No proceedings for annexation of the land described in this Petition have been commenced for annexation to another municipality.
6. The requested zoning classification is SR (Suburban Residential) and is consistent with the Town of Berthoud Comprehensive Plan.
7. The Petitioners understand that there may be a significant period of time before municipal utilities will be available but anticipate that urbanization will be able to take place at a pace acceptable to them without immediate access to these utilities. Until urbanization takes place the petitioners intend to maintain their properties in their current uses, which uses are acceptable to the Town of Berthoud.
8. The Petitioners have submitted the petition with the intention that the property will be developed in accordance with Berthoud's Development Code, Comprehensive Plan, Municipal Code, resolutions, and ordinances.
9. The Petitioners are aware that Berthoud has enacted fees and policies with the intention that growth should pay its own way and that growth should improve the health, safety, and welfare of its citizens. Examples of Berthoud's fees which are acceptable to the petitioners include fees for: building, electric, construction meter, plan review, building permit administration, parks, trails and open space, public facilities infrastructure, streets, drainage, police facility infrastructure, general administration facility infrastructure, water administration, water meter, water tap, sewer tap, raw water, and other supplemental fees as appropriate.
10. The Petitioners understand that Berthoud is required by Colorado Revised Statutes to prepare and file an annexation impact report. The Petitioners will prepare a proposed annexation impact report and provide it to Berthoud for review and consideration six (6) weeks prior to the hearing.
11. The Petitioners agree to dedicate free and clear of all liens and encumbrances of any kind, and at no charge to the Town, all easements and rights-of-way for streets and other public ways and for other public purposes, within the Property as outlined in a Subdivision Improvements Agreement (approved at the time of final subdivision plat).
12. The Petitioners agree to dedicate, with the subdivision of the Property and at no cost to the Town, all required easements and right-of-way for installation and maintenance of infrastructure.
13. The Petitioners agree to design and install transportation infrastructure, utility infrastructure, and stormwater improvements to serve the Property prior to the issuance of any building permits for all or any portion of the property in accordance with Town standards. The Petitioners shall make such other improvements as

required by Town ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Berthoud, to dedicate to Berthoud any or all other required improvements. The Petitioners agrees to enter into a subdivision improvements agreement pertaining to such improvements and other matters at time of final plat.

14. The Petitioners agree that oversizing agreements may exist that the Petitioners may be responsible for his/her fair share for oversizing of infrastructure. Likewise, Petitioners acknowledges that the Town may require the Petitioners to oversize infrastructure, which would be reimbursed by subsequent developers. The Petitioners acknowledge that the Town shall facilitate reimbursement of any financial participation by the Petitioners, over and above the proportionate impact of the development. Such reimbursement shall come from new development directly connecting to the improvements.
15. The Petitioners agree to satisfy the public land dedication and landscaping requirements specified in the Town's Development Code.
16. The Petitioners agree that future development of the site will comply with any adopted infrastructure plans including but not limited to transportation, drainage, water, sewer, land use, parks, trails, open space and comprehensive plans.
17. The Petitioners agree that the design, improvement, construction, development, and use of the property shall be in conformance with, and that Petitioners shall comply with, all municipal, county, state and federal statutes, ordinances, rules and regulations.
18. The Petitioners agree that all land use approvals and building permits for the development of the Property shall be subject to requirements including, but not limited to, the payment of impact fees and development charges and other land use and development requirements in effect at the time that such proposed development applies for a building permit.
19. The Petitioners agree to convey to the Town, all water rights necessary for development and all irrigation water rights and associated carrying rights and groundwater rights associated with the property, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related hereto paid in full, unless the Town in writing rejects any or all such water rights. Water rights may be conveyed on a pro-rata basis as building permits are issued.
20. Berthoud has various enterprise funds through which the utilities provided by Berthoud are financed. Examples of Berthoud's services are its water, wastewater, and drainage utilities. Berthoud's Board of Trustees believe that the provision of

utilities by Berthoud assists in complying with the *Berthoud Comprehensive Plan* and *Berthoud Development Code* and the petitioners request that Berthoud provide all utility services which are available now or in the future through Berthoud at a cost comparable to that which can be provided by any third party.

21. The Petitioners understand that the R2-J School District forms an integral part of the Berthoud community. Berthoud has enacted fees to support the acquisition of land by this School District. The Petitioners are aware of these fees and agree to financially support the District's land acquisition programs.

The terms of this Petition are binding on the heirs, devisers, successors and assigns of the parties. Therefore, the undersigned hereby request that the Town of Berthoud approve the annexation of the areas described herein.



Alex Hoime

3/10/2025

Date

EXHIBIT A
Harvest West
Annexation
LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 AS BEARING SOUTH 00°20'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1186.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287 THE FOLLOWING FIVE (5) COURSES: NORTH 00°18'39" WEST A DISTANCE OF 6.04 FEET; NORTH 25°13'09" EAST A DISTANCE OF 80.00 FEET; NORTH 00°18'39" WEST A DISTANCE OF 820.56 FEET; NORTH 08°11'06" EAST A DISTANCE OF 338.44 FEET; NORTH 00°18'39" WEST A DISTANCE OF 81.62 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE NORTH 88°51'21" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1101.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE SOUTH 00°20'18" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1319.88 FEET TO THE POINT OF BEGINNING, CONTAINING 34.56 ACRES MORE OR LESS.

EXHIBIT B
Harvest West
ANNEXATION MAP



March 14, 2025

Town of Berthoud
807 Mountain Avenue
PO Box 1229
Berthoud, CO 80513
970.532.2643

Harvest West Subdivision - Annexation Assessment Report

This Annexation Assessment Report has been prepared in accordance with Section 30-8-103.A.10 of the Berthoud Municipal Code. The proposed 34.61-acre annexation is located along the east side of US Highway 287. It is a quarter mile north of West County Road 4E and a quarter mile west of Berthoud Parkway. The property is a portion of the northwest quarter of the northeast quarter of Section 27, Township 4 North, Range 69 West of the 6th Principal Meridian, County of Larimer, State of Colorado. The proposed development currently consists of: 81 Lots, (63 Single-Family Detached units, 13 Single-Family Detached Alley Loaded units, and 5 Two-Family), streets, sidewalk, parks, open space, storm water detention and utility services. There will be two points of access to the development, both of which are served off Berthoud Parkway through prior Harvest Subdivisions.

The proposed development is poised to significantly benefit the economic landscape of the Town of Berthoud. By introducing approximately 250 new residents, this initiative is expected to enhance local business revenue, leading to increased profits and greater opportunities for expansion among existing businesses. The anticipated growth in the population will contribute to a higher tax base for the Town, enabling it to better fund essential services and infrastructure. The applicant understands Residential Development is a cost to the Town. The increased tax base to the Town for residential development is nominal. During the building permit process, impact fees are collected to offset the cost of residential development. By utilizing a conservative factor of 2.5 persons per house, the resulting population of Harvest West will be \$163,851.86. These individuals will contribute to the consumer base in Berthoud.

In addition to its economic advantages, the development offers recreational amenities for the community. It will include 0.94 acres of dedicated park space, 3.92 acres of open space, and 1,233 linear feet of soft surface trails, complemented by 11,437 linear feet of concrete sidewalks and trails. These trails will have the ability to connect to the future regional trail as planned along the 287 corridor. A playground is proposed within the development to serve as a community feature for residents. These features are designed to promote outdoor activity and provide residents with enjoyable spaces for leisure and exercise. Including these features encourages residents to enjoy neighborhood recreational amenities rather than relying solely on town parks, recreation centers, and trails. While town amenities will still be accessible and used by residents, the focus on localized activities within the neighborhood helps reduce the strain on the area's broader recreational infrastructure. The application has been designed by considering connectivity through motorized and non-motorized movement.

The impact on the Berthoud Public School system is expected to be minimal. The demographic profile of prospective homebuyers in this community predominantly consists of individuals around retirement age, who are less likely to have school-aged children. According to discussions with the



Thompson School District, it is estimated that approximately 16 elementary, 10 middle school, and 13 high school students will reside within the Harvest West development for a total of 39 students, further indicating the limited strain on local educational resources.

The Fire Protection District is a referral agency to this development proposal and will also be afforded review of the Preliminary and Final Plat applications.

The anticipated utility services for the annexation of the property will be provided from both existing and new utility facilities. Water service will be provided by utilizing the water mains that have been stubbed to this property from Art Drive and Swan Peter Drive. This infrastructure will ensure a reliable supply of potable water for residential use. Tait & Associates Utility Study, dated December 2023 and accounting for 87 Units (more than is proposed), was modeled for the proposed on-site system and was found to conform to the 2018 international fire flow requirements and therefore will adequately meet the Town's criteria. Due to the initial report taking into account more units than proposed, the Utility Study shall be considered relevant and accepted.

Sanitary sewer service will be provided by extensions of existing sanitary mains from Art Drive and Swan Peter Drive. Calculations were performed for the capacity of the proposed and existing downstream sanitary sewer pipes. The study found that the existing sewer system has adequate capacity for the development of this site.

Private/Dry utilities will be provided by extending existing mains installed in the Harvest Ridge North and Harvest Ridge South Subdivisions. Xcel Energy has supplied a will serve letter stating that gas facilities can be made available to serve this development. Similarly, Poudre Valley Rural Electrical Association (PVREA) has provided a will serve letter stating that they will be able to provide service for all electrical loads for this development. Hilltop Broadband and Comcast will provide fiber-optic and communications services.

Stormwater will be managed through a combination of sheet flow and a curb and gutter systems that direct runoff to inlets distributed throughout the subdivision. These inlets will discharge into proposed detention facilities designed to temporarily hold stormwater and gradually release it, thereby reducing the risk of flooding and erosion. The integrated stormwater system design will also consider environmental impact, promoting infiltration and control of pollutants before runoff enters local waterways.

Impacts on the existing transportation system have also been evaluated. Per the preliminary traffic impact study, the project is anticipated to generate 811 daily weekday trips, 60 AM total peak hour trips, and 81 PM total peak hour trips. There are existing left turn deceleration lanes on S. Berthoud Parkway at both full movement intersections (Art Drive and Swan Peter Drive) and per the preliminary traffic impact study are sufficient to accommodate this development as well as potential future development to the south. As we move forward, a further evaluation of the expected traffic and its potential impacts will be conducted at the time of the preliminary plat review. This thorough assessment will ensure that any transportation concerns are addressed proactively, maintaining the safety and efficiency of the roadway network for all users.

The proposed development will generate additional tax revenue for special districts with current mill-levies. Based on an average house valuation of \$1.2M a total annual tax liability per lot is estimated to exceed \$7,500. An annual total of \$631,806 is anticipated to be generated by the development of the 81 lots proposed in Harvest West. A breakdown of each special district and the anticipated amount is provided in the table below.

Tabel 1. Mill-Levy to Tax Dollars per Lot per Year

Levy	Tax Authority	Single Lot	81 Lots
36.937	THOMPSON R2-J GEN FUND	\$3,031	\$245,560.41
21.745	LARIMER COUNTY	\$1,784	\$144,562.32
13.868	BERTHOUD FIRE DIST	\$1,138	\$92,195.82
9.072	BERTHOUD	\$744	\$60,311.79
5.823	THOMPSON R2-J BOND PAYMENT	\$477	\$38,711.52
2.40	BERTHOUD COMM LIBRARY DIST	\$196	\$15,955.38
1.759	THOMPSON VALLEY HLTH SVC DIST	\$144	\$11,693.16
1.0	N COLO WATER CONS DIST	\$82	\$6,648
0.142	LARIMER CO PEST CTRL DIST	\$11	\$943
Total		\$7,612	\$616,582

The proposed development lies within the boundaries of the Berthoud Fire District. There is a \$2,000 fee associated with building single family house and a \$1,500 fee per dwelling units for multi-family residences to pay for the services provided by the fire department as well as impact fees for libraries, public health services, and recreation.

The proposed property is currently zoned as RR2 (County Zoning). The subdivision to the north is zoned as Suburban Residential (SR). The property to the east is zoned R1. The properties to the west and south are zoned as FA-1. We are proposing to rezone this property as SR. There are currently no areas of conflict, and the rezoning is compatible with the Berthoud Comprehensive Plan.

ANNEXATION AGREEMENT
(Harvest West Annexation)

THIS AGREEMENT is made and entered into this 18th day of September, 2024 by and between HT Land Partners, LLC, hereinafter referred to as the "ANNEXOR" and the Town of Berthoud, a statutory Town of the State of Colorado, hereinafter referred to as "Town."

WITNESSETH

WHEREAS, the ANNEXOR desires to annex to the Town of Berthoud the property more particularly described on Exhibit "A," which is attached hereto, incorporated herein and made a part hereof, hereinafter collectively referred to as "PROPERTY"; and

WHEREAS, the TOWN wishes to control its growth in a planned and orderly fashion, maintaining and improving quality of life and the TOWN's ability to provide residential housing options, connectivity to local amenities, and local opportunity for its citizens; and

WHEREAS, ANNEXOR wishes to use the PROPERTY in a manner compatible with the TOWN vision and objectives contained in the 2021 Comprehensive Plan and consistent with the Town's Land Use Code and engineering Design and Construction Standards; and

WHEREAS, ANNEXOR acknowledges that upon annexation, the PROPERTY will be subject to all ordinances, resolutions and other regulations of the TOWN, as they may be amended from time to time; and

WHEREAS, the parties mutually recognize and agree that it is necessary and desirable for orderly development that the TOWN be the source of necessary urban services for property to be developed; such as police protection and local government administration; and

WHEREAS, the parties agree that if there are special districts serving the PROPERTY any special assessments and impact fees will be paid by ANNEXOR; and

WHEREAS, the parties agree that it is in the public interest of the parties hereto to enter into a written agreement regarding the submission of a Neighborhood Master Plan application; and

WHEREAS, the parties agree that it is in the public interest of the parties hereto to enter into a written agreement as to the provision of utilities, location and dedication of public ways and public areas, zoning, and location and payment regarding roads, utilities and other improvements; and

WHEREAS, ANNEXOR acknowledges that the need for conveyances and dedication of certain property, including but not limited to, utility rights-of-way or easements to TOWN as contemplated in this Agreement, is directly related and generated by the current and intended uses of the PROPERTY, and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, in consideration of the foregoing covenants, promises and

agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties as follows.

1. **BASIC INTENT.** The intent of this Agreement is to set forth the basic requirements for annexation and use or development of the PROPERTY described above. This Agreement shall be binding upon the parties and may not be modified except by further written agreement.

2. **USE AND DEVELOPMENT.** The PROPERTY annexed shall be used or developed in general conformity with TOWN comprehensive and master plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements. The TOWN and the ANNEXOR agree that such plans, regulations, codes and other statutory and local requirements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

a. Zoning. The ANNEXOR desires Suburban Residential, SR zoning, in accordance with the zoning categories contained in Chapter 30 of the Town of Berthoud Municipal Code. The parties recognize that it is the intent and desire of the ANNEXOR to continue to use and/or develop the PROPERTY in a manner generally consistent with the zoning requested and that the granting of such zoning by the TOWN is a condition to annex the PROPERTY. ANNEXOR has requested zoning in conjunction with the Annexation request.

b. Land Use. All new construction will be subject to the types and intensities of land use permitted pursuant to the Town of Berthoud Municipal Code ("Municipal Code") in effect on the date hereof, or in effect on the date when building permit applications are filed.

3. **MUNICIPAL SERVICES.** TOWN agrees to provide the PROPERTY with all of the usual municipal services in accordance with this Agreement, and the ordinances and policies of the TOWN, which services shall include, but are not limited to, general government administration, police protection, water services, sanitary sewer services, and all other services customarily and currently provided by the TOWN in the area to be annexed. THE ANNEXOR acknowledges, agrees and accepts that the TOWN does not currently provide electricity, natural gas services, telecommunications, or fire protection services to the area to be annexed.

4. **PUBLIC IMPROVEMENTS.** ANNEXOR agrees to design, engineer, construct, install and warranty at its sole cost and expense, in accordance with TOWN approved plans, standards and specifications, any necessary public improvements within or adjacent to the PROPERTY and those improvements serving the PROPERTY, including, but not limited to, water distribution, sewage collection, gas service, electric service, street and trail lighting, streets, curb, gutter, sidewalks, trails, storm sewer lines, storm drainage improvements, fire hydrants, pedestrian and non-motorized trails, street median/boulevard and subdivision entryway landscaping and park improvements. All the above-described public improvements shall be constructed to TOWN standards, or where applicable, to the standards of the utility providing the service. All utilities will be placed underground. The TOWN and the ANNEXOR agree that such public improvements are directly related to and generated by development intended to occur within the PROPERTY and

that no taking thereby will occur requiring any compensation.

- a. ANNEXOR and/or future builders within the PROPERTY shall pay all impact fees to the TOWN at the time of building permit issuance.
- b. ANNEXOR acknowledges and agrees that a building permit may not be submitted for review until the Town has determined that the ANNEXOR or ANNEXOR'S successor has substantially completed the public improvements in substantial compliance with all Town-approved plans and all applicable regulations, codes and other statutory and local requirements.

5. **WATER RIGHTS.** ANNEXOR shall dedicate to TOWN the 4.75 shares of the Handy Ditch Company, which shares were historically used for irrigation of the PROPERTY, as well as any and all carriage rights associated with such 4.75 Handy Ditch Company shares (collectively the "Water Rights"). Dedication shall occur prior to the pre-construction meeting for the first phase of any development of the Property. The Water Rights shall be dedicated free and clear from all encumbrances. ANNEXOR shall also execute the Water Shares Dedication Agreement attached as Exhibit B to this Agreement. Upon dedication of the Water Rights in accordance with the Water Shares Dedication Agreement, the TOWN shall provide ANNEXOR with a certification of water dedication credits in accordance with Section 30-10-114 of the Municipal Code, as the same may be amended from time to time. TOWN and ANNEXOR acknowledge that the water dedication credits obtained from the Water Rights may, at the discretion of ANNEXOR, be utilized for satisfying any combination of (i) the potable dedication requirements for the PROPERTY as set forth in Section 30-10-114.G of the Municipal Code, and/or (ii) a non-potable irrigation system on the PROPERTY as set forth in Section 30-10-114.H of the Municipal Code. ANNEXOR acknowledges that TOWN may require additional water rights for this non-potable irrigation system and that compliance with the TOWN'S water rights dedication requirements remains the sole responsibility of ANNEXOR. ANNEXOR acknowledges that the TOWN may require dedication of water rights and/or water shares or payment of cash in lieu of water dedication in addition to the Water Rights, however ANNEXOR shall dedicate the Water Rights as a condition of the TOWN accepting any cash in lieu payments and the TOWN will not accept any cash in lieu payments until ANNEXOR dedicates the Water Rights in accordance with the terms of this Agreement.

6. **UTILITY EASEMENTS.** The dedication of public easements for utilities shall be by easement deed in a form acceptable to the Town Attorney and shall generally consist of a utility easement conveyed to the Town. The deed shall be in substantially the form attached hereto as Exhibit C. ANNEXOR shall provide TOWN with a current title commitment upon the Town's request and prior to any acceptance by TOWN of any utility easements.

7. **MASTER PLAN.** ANNEXOR shall submit a Neighborhood Master Plan application for this PROPERTY, the adjacent Harvest South development, and any future development of adjacent properties ANNEXOR may have interest in, now or in the future. The Neighborhood Master Plan shall be submitted to the Town for review prior to submittal of the Preliminary Plat application and illustrate interconnected trails, transportation, open space, stormwater infrastructure, water and sanitary sewer service, for example. The Neighborhood Master Plan shall

be prepared in accordance with the Town of Berthoud Municipal Code. The Neighborhood Master Plan (the "Neighborhood Master Plan") shall include details for the northern 80-acres in accordance with the Municipal Code. Notwithstanding that ANNEXOR does not control the southern 80 acres, ANNEXOR shall include within the Neighborhood Master Plan an engineered conceptual plan engineering interconnected trails, transportation, open space, stormwater infrastructure, water and sanitary sewer service.

8. **POTABLE WATER SERVICE.** Water service to the PROPERTY shall be provided by the TOWN. ANNEXOR hereby acknowledges the TOWN policies with respect to obtaining water service from the TOWN including water rights dedication requirements, and the extension of water lines to the PROPERTY to serve the PROPERTY. Subject to the limitations set forth in Section 4 above, ANNEXOR agrees to comply with TOWN ordinances and policies, standards and specifications, and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the PROPERTY. The TOWN and the ANNEXOR agree that the dedication of the utility easement described herein is directly related to and generated by development on the PROPERTY and that no taking hereby will occur requiring any compensation.

- a. Extension of Potable Water Services. Subject to the limitations set forth in Section 4 above, ANNEXOR shall design, engineer, install and warranty at his sole cost and expense all the water lines, facilities and appurtenances necessary to provide service from the TOWN's system to the PROPERTY. ANNEXOR shall install at his sole cost and expense all the water lines and appurtenances within the PROPERTY. Water mains lying within the dedicated rights-of-way shall be dedicated to TOWN after construction and warranty. At the time of this AGREEMENT, the TOWN estimates that ANNEXOR shall install a twelve (12) inch main from the existing main servicing the development to the east into this PROPERTY along the northern property boundary and south along the western property boundary. ANNEXOR shall be required to provide 80% Construction Documents with the submittal of a Preliminary Plat in accordance with the Municipal Code inclusive of all on-site and off-site improvements. The Construction Documents shall include a twelve (12) inch main along the north and west property frontages.
- b. Water Tap Fees. ANNEXOR shall pay all water tap fees required for common areas to the TOWN prior to installation of irrigation meters and taps. ANNEXOR acknowledges each builder shall pay all water tap fees associated with construction on individual lots at or prior to the time of building permit issuance.
- c. Water Rights Dedication Requirements. ANNEXOR shall comply with the Water Rights Dedication Requirements in the Municipal Code. ANNEXOR acknowledges that the TOWN may require dedication of water rights and/or water shares or payment of cash in lieu of water dedication in addition to the water rights dedication in Section 5 above.
- d. Water Plant Investment Fees. ANNEXOR shall contribute Water Plant Investment Fees to the TOWN at the time of building permit issuance.

- e. Developer acknowledges that payment of cash-in-lieu of water dedication program is in the Town's sole discretion and availability of water credits derived from cash-in-lieu payments is not guaranteed. If the Town does not accept cash-in-lieu payments when requested, developer will be responsible for dedicating acceptable water rights to the Town.

9. **SANITARY SEWER SERVICE.** Sanitary sewer service to the PROPERTY shall be provided by the TOWN. ANNEXOR hereby acknowledges the TOWN policies with respect to obtaining sanitary sewer service from the TOWN, the extension of sanitary sewer lines to the PROPERTY to serve the PROPERTY. Subject to the limitations set forth in Section 4 above, ANNEXOR agrees to comply with TOWN ordinances and policies, standards and specifications, and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the PROPERTY. The TOWN and the ANNEXOR agree that the dedication of the utility easement described herein is directly related to and generated by development on the PROPERTY and that no taking hereby will occur requiring any compensation.

- a. **Extension of Sanitary Sewer Services.** Subject to the limitations set forth in Section 4 above, ANNEXOR shall design, engineer, install and warranty at its sole cost and expense all the sanitary sewer lines necessary to provide service from the TOWN's system to the PROPERTY. ANNEXOR shall install at his sole cost and expense all the sanitary sewer lines and appurtenances within the PROPERTY. Sanitary sewer mains lying within the dedicated rights-of-way shall be dedicated to TOWN after construction and warranty.
- b. ANNEXOR shall provide 80% Construction Documents and Drawings with the submittal of a Preliminary Plat in accordance with the Municipal Code inclusive of all on-site and off-site improvements. These documents will demonstrate how the collection lines will convey sewerage, inclusive of master planning all future development improvements to the Town's lines. Modelling will be necessary to include with the Preliminary Plat submittal that the proposed collection lines can convey sanitary sewerage within PROPERTY.

10. **STORMWATER.** ANNEXOR hereby acknowledges the TOWN policies, standards and specifications with respect to designing, engineering and installing stormwater management and water quality infrastructure to serve the PROPERTY. Subject to the limitations set forth in Section 4 above, ANNEXOR agrees to comply with TOWN ordinances and policies, standards and specifications, and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the PROPERTY. The TOWN and ANNEXOR agree that the dedication of the utility easement described herein is directly related to and generated by development on the PROPERTY and that no taking hereby will occur requiring any compensation. The developer shall demonstrate at the time of Preliminary Plat how stormwater will be managed, inclusive of master planning all future development.

- a. Subject to the limitations set forth in Section 4 above, ANNEXOR shall design, engineer, install and warranty at its sole cost and expense all the stormwater

drainage and water quality facilities and appurtenances necessary to provide stormwater management within the PROPERTY. Stormwater management shall not negatively impact surrounding properties. ANNEXOR shall install at its sole cost and expense all the stormwater and water quality systems and appurtenances within the PROPERTY.

- b. ANNEXOR shall provide 80% Construction Documents and Drawings with the submittal of a Preliminary Plat in accordance with the Municipal Code inclusive of all on-site and off-site improvements. These documents will demonstrate how the stormwater management and water quality features will manage on-site improvements and negate off-site impacts. Design and engineering will be necessary to include with the Preliminary Plat submittal to illustrate where that the proposed stormwater and water quality system will outfall.

11. **SOUTH BERTHOUD PARKWAY.** ANNEXOR hereby acknowledges the TOWN policies, standards and specifications with respect to designing, engineering and installing off-site road improvements and safety facilities to South Berthoud Parkway. ANNEXOR shall improve South Berthoud Parkway to a Major Collector section as shown in the Berthoud Transportation Plan Map for approximately 1,500' along the frontage of Harvest Ridge South inclusive of widening to accommodate the Major Collector section with landscaping, curb and bike lanes with undergrounding and burying overhead utilities.

- a. ANNEXOR shall provide 80% Construction Documents and Drawings with the submittal of a Preliminary Plat in accordance with the Municipal Code inclusive of the Major Collector section of South Berthoud Parkway described in this Section 11.
- b. ANNEXOR shall contribute a proportionate share of the improvements needed for a signalized intersection at South Berthoud Parkway and West County Road 4E. Developer acknowledges that the exact description and estimated cost of such improvements, and the schedule for installing and completing such, will be subject to the traffic impact study and the Town's review of the Preliminary Plat and Final Plat applications. ANNEXOR and TOWN shall enter into a Development Agreement as a condition of Final Plat approval.

12. **STATE HIGHWAY 287 ACCESS.** ANNEXOR hereby acknowledges the existing access to the property from State Highway 287 shall be closed.

13. **REGIONAL AND NEIGHBORHOOD TRAILS AND OPEN SPACE.** ANNEXOR hereby acknowledges the TOWN policies, standards and specification, and master plans with respect to designing, engineering, and installing connections to regional trails and open spaces within the Town in adjacent developments. ANNEXOR hereby acknowledges the TOWN policies, standards and specification, and master plans with respect to designing, engineering, and installing connected trails and open space amenities

- a. ANNEXOR shall provide for connectivity within PROPERTY to the Town's trail network and the trail network in adjacent developments and along East Berthoud Parkway in accordance with the Berthoud Trails Master Plan and Design Standards.
- b. Regional and Neighborhood Open Space – ANNEXOR shall provide for connectivity between the Property and the Town and other regional and neighborhood parks and open space networks.

14. Developer shall underground all overhead utility lines in accordance with Section 30-2-108 of the Municipal Code.

15. **THREE MILE ANNEXATION PLAN.** The Town of Berthoud 2021 Comprehensive Plan encompasses the entire PROPERTY. The Berthoud Comprehensive Plan, along with accompanying maps, plats, charts and descriptive material, has been adopted as the master plan for the three-mile area surrounding the TOWN as required by C.R.S. § 31-12-105(1)I. This "Three Mile Annexation Plan" has been amended to the extent necessary to incorporate the above-described PROPERTY and to update the Plan by the ordinance annexing the PROPERTY, and complies with the requirements of C.R.S. § 31-12-105(1)(e).

16. **MISCELLANEOUS PROVISIONS.** Interpretation. Nothing in this Agreement shall constitute or be interpreted as a repeal of the TOWN's ordinances or resolutions, or as a waiver of the TOWN's legislative, governmental, or police powers to promote and protect the health, safety and welfare of the TOWN and its inhabitants, nor shall this Agreement prohibit the enactment or increase by the TOWN of any tax or fee.

- a. Severability. If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have agreed to the Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.
- b. Amendment to the Agreement. This Agreement may be amended, at any time, upon agreement of the parties hereto. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Larimer County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

In addition, this Agreement may be amended by the TOWN and any ANNEXOR without the consent of any other ANNEXOR as long as such amendment affects only that ANNE'OR's portion of the PROPERTY. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Larimer County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

- c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be binding upon the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the PROPERTY, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk & Recorder of Larimer County, Colorado, at ANNEXOR's expense.
- d. Indemnification. ANNEXOR agrees to indemnify and hold harmless the TOWN and the TOWN 's officers, employees, agents, insurance pool, and contractors from and against all liability, claims and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the PROPERTY or with any other annexation or other action determined necessary or desirable by the TOWN in order to effectuate the annexation of the PROPERTY, or which are in any manner connected with TOWN 's enforcement of this Agreement. ANNEXOR further agrees to investigate, handle, respond to and to provide defense for and defend against or, at the TOWN 's option, to pay the attorney's fees for defense counsel of the TOWN 's choice for any such liability, claims or demands.
- e. Termination. If the annexation of the PROPERTY is, for any reason, not completed, then this Agreement shall be null and void and of no force and effect whatsoever.
- f. No Right or Remedy of Disconnection. No right or remedy of disconnection of the PROPERTY from the TOWN shall accrue from this Agreement, other than provided by applicable state laws. In the event the PROPERTY or any portion thereof is disconnected at ANNEXOR's request, the TOWN shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such property or portion thereof.
- g. Annexation and Zoning Subject to Legislative Discretion. The ANNEXOR acknowledges that the annexation and subsequent zoning of the PROPERTY are subject to the legislative discretion of the Board of Trustees of the Town of Berthoud. No assurances of annexation or zoning have been made or relied upon by the ANNEXOR. In the event that the Town of Berthoud Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the PROPERTY herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the disconnection from the TOWN in accordance with state law, as may be appropriate.
- h. Legal Discretion in the Case of Challenge. The TOWN reserves the right not to defend any legal challenge to this annexation. In the event such a challenge occurs prior to any expiration of any statute of limitation, TOWN may, at its discretion, choose to legally fight the challenge or allow the challenge to proceed without defense. This does not restrict the ANNEXOR from engaging the TOWN 's legal

representatives in such a defense, at no cost to the TOWN.

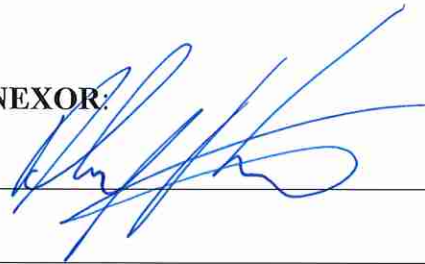
- i. Application of Town Policies. Upon annexation, all subsequent development of the PROPERTY shall be subject to and bound by the applicable provisions of TOWN ordinances, as amended, including public land dedications, provided however, that changes or amendment to the Municipal Code, after the date of this Agreement, shall in no way limit or impair TOWN 's obligation hereunder, except as specifically set forth in this Agreement.
- j. Amendments to Governing Ordinances, Resolutions and Policies. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any TOWN ordinance, resolution, requirement or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, requirement or policy, and the parties agree that such amendments or revisions shall be binding upon ANNEXOR.
- k. Legal Fees. In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this Agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.
- l. Reimbursement for Other Costs. The ANNEXOR shall reimburse the TOWN for any third party costs necessary for the orderly and proper development of the PROPERTY, including, but not limited to, consultant's fees for planning and engineering, and attorney's fees for legal services beyond the normal document review, which is directly linked to the PROPERTY.
- m. Cooperation. The parties agree that they will cooperate with one another in accomplishing the terms, conditions and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
- n. Timely Submittal of Materials. ANNEXOR agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, reports and other documents necessary to accomplish the annexation of the PROPERTY and other provisions of this Agreement.
- o. Compliance with State Law. The ANNEXOR shall comply with all applicable State law and regulations.
- p. Recording of Agreement. This Agreement shall be recorded in the records of the County Clerk & Recorder, Larimer County, Colorado.
- q. Choice of Law. In all litigation arising out of the Agreement, the statutory and common law of the State of Colorado shall be controlling, and venue shall be in the District Court, of Larimer County, Colorado.

- r. Complete Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein, there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

By this acknowledgement, the undersigned hereby certify that the above Agreement is complete and true and entered into of their own free will and volition.

(If the applicant is not the owner(s) of the subject property, the owner(s), mortgage and/or lienholder shall also sign the Agreement).

ANNEXOR:

 Date: 9-18-24

Date: _____

TOWN OF BERTHOUD, COLORADO

By _____
_____, Mayor

ATTEST:

_____, Town Administrator

**EXHIBIT A
LEGAL DESCRIPTION**

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27,

TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 AS BEARING SOUTH 00°20'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1186.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287 THE FOLLOWING FIVE (5) COURSES: NORTH 00°18'39" WEST A DISTANCE OF 6.04 FEET; NORTH 25°13'09" EAST A DISTANCE OF 80.00 FEET; NORTH 00°18'39" WEST A DISTANCE OF 820.56 FEET; NORTH 08°11'06" EAST A DISTANCE OF 338.44 FEET; NORTH 00°18'39" WEST A DISTANCE OF 81.62 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE NORTH 88°51'21" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1101.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE SOUTH 00°20'18" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1319.88 FEET TO THE POINT OF BEGINNING, CONTAINING 34.56 ACRES MORE OR LESS.

EXHIBIT B
WATER SHARES DEDICATION AGREEMENT

WATER SHARES DEDICATION AGREEMENT
(4.75 Shares of the Handy Ditch Company)

THIS WATER SHARES DEDICATION AGREEMENT (this “Agreement”) is made and entered into to be effective as of the _____ day of _____, 2024 or as soon thereafter as possible, by and between HT LAND PARTNERS, LLC, a Limited Liability Company of the State of Colorado (the “HT Land”), and the TOWN OF BERTHOUD, a Colorado municipal corporation (“Town”). HT Land and the Town are hereinafter referred to collectively as the “Parties”).

WHEREAS, the Parties previously entered into that certain Annexation Agreement, dated _____, 2024 (the “Annexation Agreement”), which Annexation Agreement requires the dedication of water rights provided herein; and

WHEREAS, HT Land desires to document the transfer of the Water Shares as described herein to the Town and the Town’s agreement to provide water service to HT Land as provided in the Annexation Agreement; and

WHEREAS, the Town is willing to accept HT Land’s dedication of the Water Shares and agrees to provide water service to HT Land as provided in the Annexation Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. WATER SHARES TO BE DEDICATED. HT Land hereby agrees to dedicate, assign, and transfer the following water shares to the Town as set forth herein:

4.75 Shares of the Handy Ditch Company, as identified by Certificate No. _____ as well as any and all carriage rights associated with the 4.75 Handy Ditch shares identified in Certificate No. _____ (collectively, the “Water Shares”).

Copies of the share certificate for the Water Shares are attached hereto in **Exhibit A**. The Water Shares shall be transferred to the Town prior to the pre-construction meeting for the first phase of any development of the Property, as such term is defined in the Annexation Agreement, pursuant to the Annexation Agreement by assignment of the share certificate in the form attached hereto as **Exhibit B**, which Assignment shall convey the Water Shares free and clear of all liens, encumbrances, and any assessments that may be due and owing as of the date of such assignment. HT Land shall also execute a Special Warranty Deed in the form attached hereto as **Exhibit C** prior to the pre-construction meeting for the first phase of any development of such Property, pursuant to the Annexation Agreement.

2. WATER SERVICE. In exchange for the dedication of the Water Shares, the Town agrees to utilize the Water Shares to provide water service to HT Land as provided in the Annexation Agreement. Pursuant to the Annexation Agreement, the water dedication credits obtained from the Water Shares may be used by HT Land to both satisfy the potable dedication requirements for the development or in a non-potable irrigation system for the Property. Additional water rights and/or water shares may be dedicated to the Town in accordance with the

Annexation Agreement by separate documents and actions.

3. TRANSFER; TRANSFER FEE. The Parties shall cooperate and provide any authorization or information necessary or required by the Handy Ditch Company to complete the transfer of the Water Shares under Certificate _____ from HT Land to the Town. HT Land shall be responsible for any and all transfer fees charged by the respective water company in order to transfer the Water Shares to the Town.

4. WATER USE. The Town shall have possession and use of the Water Shares commencing at the transfer thereof and shall thereafter be responsible for any and all costs associated with the Water Shares except those costs required by the Town's Development Code, Section 30-10-114 for Water Rights Fee. The Parties agree that the Water Shares and the water available thereunder may be combined by the Town with other water shares or water rights of the Town or other water providers in the Town's discretion in order to provide water service to HT Land as provided in the Annexation Agreement, provided the Town agrees it will provide water service to HT Land in comparable amount and of comparable quality as that associated with the Water Shares.

5. RIGHTS OF TOWN AND HT LAND. It is the intent of the Parties that the Water Shares and the water available thereunder will be utilized by the Town in order to provide water service to HT Land pursuant to the Annexation Agreement; without limiting any other rights of the Town regarding the rights received pursuant to this agreement, the Town agrees it shall provide water dedication credits to HT Land in accordance with the Annexation Agreement, as set forth in paragraph 6 below.

6. WATER CREDITS. Based on HT Land's dedication of the Water Shares, the Town will provide water dedication credits equal to 52.25 SFEs to HT Land ("Water Dedication Credits"). The Water Dedication Credits were calculated as follows: $([4.4 \text{ acre-feet per one Handy Ditch share}] \times [4.75 \text{ shares}] / [0.4 \text{ acre-feet per SFE requirement}]) = 52.25 \text{ SFEs}$. The Town will issue a Water Certificate, substantially in the form attached hereto as **Exhibit D**, to HT Land. HT Land's use of the Water Credits is subject to the terms of this Agreement, the Berthoud Municipal Code (as may be amended), the Town's rules, regulations, and policies, and the terms of the Water Certificate.

7. FAILURE OR REFUSAL TO PROVIDE SERVICE. In the event the Town ceases to utilize the Water Shares or an alternative water supply of other comparable water resources, and ceases to provide water service to HT Land as provided by the Annexation Agreement, the Parties expressly agree to work cooperatively regarding the provision of substitute water supply and/or return of the Water Shares transferred to the Town for provision of such service. In such circumstance, the Parties shall cooperate and provide any authorization or information necessary or required by the Handy Ditch Company to complete the transfer of the Water Shares from the Town back to HT Land if necessary and appropriate free and clear of all liens, encumbrances, and any assessments that may be due and owing.

8. DEFAULT. In the event one party fails to perform as required by this contract, the non-defaulting party may pursue any remedy provided by law. In the event of any proceeding to

enforce the terms, covenants, or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees. The Parties further expressly agree that should the Town fail to utilize the Water Shares or cease to provide water service to HT Land as provided by the Annexation Agreement, and the Town fails to transfer the Water Shares back to HT Land or provide for an alternative water resource and service, HT Land may seek specific performance against the Town to cause the Water Shares to be transferred to HT Land.

9. GOVERNMENTAL IMMUNITY ACT. Except for the agreement of the Parties that the Districts may seek specific performance against the Town to cause the Water Shares to be transferred back to HT Land as provided in the preceding paragraph, no term or condition of this Agreement shall be construed or interpreted as a waiver by the Town, express or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* or under any other law as applicable.

10. AMOUNT SUBJECT TO ANNUAL APPROPRIATION. To the extent this Agreement or any instrument issued in conjunction with payment obligations of this Agreement constitutes a multiple fiscal year debt or financial obligation of the Parties, it shall be subject to annual appropriation pursuant and in accordance with applicable state and local government law including but not limited to Article X, Section 20 of the Colorado Constitution, and thus any obligations of the Parties hereunder shall extend only to amounts currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

11. ASSIGNMENT. No party may assign this agreement or any of its rights or obligations under this Agreement without the prior written consent of the other parties. Any assignment or delegation without the prior written consent of the other parties shall be void and ineffectual.

12. GOVERNING LAW AND VENUE. This Agreement shall be governed and construed under the laws of the State of Colorado, and any proceedings shall take place in Larimer County, Colorado.

13. FACSIMILE SIGNATURES. All contracts and contract-related documents signed by facsimile signatures shall be considered legally binding.

14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

15. NO THIRD-PARTY BENEFICIARY RIGHTS. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

16. HEADINGS. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

17. ENTIRE AGREEMENT, AMENDMENT. This Agreement contains the entire agreement between the Parties regarding the subject matter herein and supersedes and replaces any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. This Agreement may not be altered, changed or amended, except in writing signed by both Parties.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed by all of the Parties will be deemed an original, but all of which when taken together will constitute one agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first set forth above.

HT LAND PARTNERS, LLC

By: _____
Name: _____
Its: _____

TOWN OF BERTHOUD:

By: _____
Name: _____
Its: _____

Approved as to form:

By: _____
Name: _____
Its: Town Attorney

**WATER SHARES DEDICATION AGREEMENT EXHIBIT A:
HANDY DITCH SHARE CERTIFICATE AND ANY AND ALL CARRIAGE RIGHTS
CERTIFICATE**

**WATER SHARES DEDICATION AGREEMENT EXHIBIT B
STOCK ASSIGNMENT**

**STOCK ASSIGNMENT
(4.75 Shares in the Handy Ditch Company)**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, adequacy, and sufficiency of which are hereby acknowledged, HT Land Partners, having an address of 701 Park Center Drive, Santa Ana, CA 92705 (“Assignor”), does hereby sell, transfer, assign, and convey to the Town of Berthoud, having an address of 807 Mountain Ave., Berthoud, CO 80513 (“Assignee”) all of Assignor’s right, title, and interest in four and three-quarters (4.75) shares of stock in the Handy Ditch Company, evidenced by Stock Certificate No. _____, free and clear of all liens, encumbrances, and past-due assessments.

Assignor hereby authorizes the secretary of the Handy Ditch Company to effectuate this Assignment and to transfer the subject shares on the books of the Handy Ditch Company.

This Assignment is executed by Assignor as of the _____ day of _____, 2024.

ASSIGNOR, HT Land Partners, LLC:

By:
Its:

STATE OF COLORADO)
)
 s
 s.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ of HT Land Partners, LLC.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

SEAL

**WATER SHARES DEDICATION AGREEMENT EXHIBIT C:
SPECIAL WARRANTY DEED**

SPECIAL WARRANTY DEED

THIS DEED is made this ____ day of _____, 2024, between **HT Land Partners, LLC**, a Colorado corporation, having an address of 701 Park Center Drive, Santa Ana, CA 92705 (“Grantor”) and **TOWN OF BERTHOUD**, a Colorado municipal corporation, having an address of 807 Mountain Avenue, P.O. Box 1229, Berthoud, CO 80513 (“Grantee”).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto Grantee, its successors and assigns forever, all the water rights situate, lying and being in the County of Weld and the County of Larimer, State of Colorado, described as follows (the “Water Rights”):

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

Four and Three-Quarters (4.75) shares of stock in the Handy Ditch Company, represented by Stock Certificate No. _____, dated _____; and

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

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

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

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

GRANTOR:

By:
Its:
HT LAND PARTNERS, LLC

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing SPECIAL WARRANTY DEED was acknowledged before me this _____
day of _____, 2024, by _____, as _____ of HT
Land Partners, LLC.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

SEAL

**WATER SHARES DEDICATION AGREEMENT EXHIBIT D:
CERTIFICATE OF RAW WATER DEDICATION BERTHOUD WATER
CERTIFICATE NO. 23-_____**

**CERTIFICATION OF RAW WATER DEDICATION
BERTHOUD WATER CERTIFICATE NO. 23-_____**

COMES NOW the **Town of Berthoud** on this ____ day of ____, 2024, and hereby certifies that **HT Land Partners, LLC, (“HT Land”)** has acquired 20.9 acre-feet, equivalent to 52.25 Single Family Equivalents (“SFEs”), of raw water dedication credits (“Raw Water Dedication Credits”) for dedication to properties within the Harvest West subdivision, located in the Town of Berthoud, Colorado (“Subject Property”).

The Raw Water Dedication Credits are subject to the Town of Berthoud Municipal Code as the Code may be amended at the time it is applicable; provided however, that the Town of Berthoud certifies by this Certificate that HT Land is being issued a credit of 20.9 acre-feet (52.25 SFEs) of raw water for development of the Subject Property, which shall not be revised based on any such future amendments. Said Raw Water Dedication Credits of 20.9 acre-feet or 52.25 SFEs may be partially or fully assigned for development of properties within the Town of Berthoud upon written notice to the Town of Berthoud in accordance with this Certificate and presentation of this original Certificate to the Town of Berthoud.

As HT Land dedicates the subject Raw Water Dedication Credits for development within the Town, the Town of Berthoud will not issue new certificates, but will debit any Raw Water Dedication Credits that have been used from this Certificate, thereby reducing the amount of Raw Water Dedication Credits available for future use under this Water Certificate No. 23-_____.

The Town of Berthoud Municipal Code prohibits HTLP and its successors or assigns from encumbering this Certificate in any manner, and the Town does not and will not recognize any encumbrances, including but not limited to liens, financing statements, rights of first refusal, or use of this Certificate as collateral.

[Signature on Next Page]

TOWN OF BERTHOUD

By: _____
Christopher Kirk
Town Administrator

DATE: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Christopher Kirk, Town Administrator, Town of Berthoud.

Witness my hand and official seal.

My Commission Expires: _____.

(SEAL)

Notary Public

EXHIBIT C
EASEMENT AGREEMENT

EASEMENT AGREEMENT
(per Resolution No. ###, Series 2024)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, _____, a _____ corporation, whose address is, _____, _____, _____ 8 _____, (GRANTOR), hereby grants, bargains, sells and conveys to **THE TOWN OF BERTHOUD, COLORADO**, a Colorado statutory municipality, whose address is 807 Mountain Ave., Berthoud, Colorado 80513, (TOWN), its successors and permitted assigns, a perpetual, non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, access, repair, replace and/or remove certain buried or underground water, sanitary sewer, storm drainage, electric, gas and telecommunication improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in the Town of Berthoud, County of Larimer, state of Colorado, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by GRANTOR and is accepted by TOWN pursuant to the following terms and conditions:

TOWN, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

TOWN shall have the right to use the Premises for the construction, reconstruction, use, operation, repair, replacement and maintenance of the utility facilities. GRANTOR shall not construct or cause to be constructed any permanent structures, such as buildings, on the Easement.

GRANTOR shall not construct or cause to be constructed any improvements that restrict access to, or visibility or operation of the Improvement or the Premises. GRANTOR may construct sidewalks, parking spaces, trails, fences, driveways or parking aisles, landscaping and other surface improvements at the GRANTOR'S expense and to the TOWN'S specifications. If the TOWN determines in its sole discretion that it is necessary for the TOWN to disturb GRANTOR'S surface improvements in order to repair or maintain the Improvements, the TOWN'S responsibility shall be limited to the re-compaction of any excavation, replacement of surface gravel and general surface cleanup. GRANTOR shall be responsible for the repair or replacement of GRANTOR'S surface improvements.

TOWN shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Agreement, GRANTOR shall not take any action which would impair the lateral or subjacent support for the Improvements.

The TOWN shall have the right, subject to the GRANTOR'S prior approval, and upon reasonable notice, to use so much of the adjoining premises of the GRANTOR during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the

Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with GRANTOR'S use and enjoyment of such adjoining premises.

GRANTOR hereby conveys to the TOWN all rights of ingress and egress necessary for the specified use of the Easement hereby conveyed, and all rights and privileges incidental thereto, including the right to cut, trim and remove trees, brush, overhanging branches, shrubbery and other obstructions within the Premises that interfere with or threaten to endanger the operation, maintenance or repair of the Improvements.

GRANTOR for itself, its successors, and assigns, while reserving the right to use the Premises for all purposes not inconsistent with the rights herein granted to TOWN, hereby covenants that no structures shall be erected on the Premises and that the Premises shall not be used in any manner which will interfere with or damage the Improvements or interfere with the maintenance, repair and replacement of the Improvements.

GRANTOR warrants, covenants, grants, bargains and agrees to and with the TOWN that GRANTOR is well seized of the Premises and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record. GRANTOR further promises and agrees to warrant and forever defend the TOWN in the exercise of the TOWN'S rights hereunder against any defect in GRANTOR'S title to the Premises and GRANTOR'S right to make the grant herein described. GRANTOR specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against the TOWN in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure or other means.

This Agreement and the Easement hereby granted shall run with the land and shall be binding upon the GRANTOR and all GRANTOR'S assigns and successors in interest.

By signing below the undersigned certifies legal authority to bind the GRANTOR according to the terms of this Easement.

GRANTOR:

_____, _____, _____

By: _____
_____, Owner

By: _____
_____, Owner

[illegible]

The foregoing Agreement was acknowledged before me this _____ day of _____, 202_, by _____, _____ of _____.

Witness my hand and official seal.

My commission expires _____

Notary Public _____

A vicinity map showing the location of the site. The map includes a north arrow in the top left corner. Key features include:

- DRY CREEK**: A dashed line representing a creek flowing from the top left towards the center.
- WCR 6**: A horizontal line representing a well control road.
- WCR 4**: A horizontal line representing a well control road below WCR 6.
- WCR 4E**: A horizontal line representing a well control road on the right side of the map.
- SCR 21**: A vertical line representing a section line on the left side.
- SWECK LATERAL**: A dashed line representing a lateral flow path, with a small circle labeled '3' near its intersection with WCR 6.
- HWY 287**: A vertical line representing a highway on the right side.
- BERTHOUD PKWY**: A vertical line representing a road on the far right.
- SPARTAN**: A rectangular area in the top right corner.
- LITTLE THOMPSON**: A dashed line representing a creek or boundary on the far right.
- SITE**: A rectangular area outlined in black, located between WCR 6 and WCR 4, and between SCR 21 and HWY 287. An arrow points to this site from the label 'SITE'.

VICINITY MAP
NTS



HARVEST WEST ANNEXATION
TOTAL PERIMETER OF ANNEXED PARCEL - 4,933.95'
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6) - 822.33'
CONTIGUOUS TO PRESENT TOWN BOUNDARY - 2421.06'

HARVEST WEST ANNEXATION:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SAID SECTION 27 AS BEARING SOUTH
00°20'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE
THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 A DISTANCE OF 1186.23 FEET TO THE EAST RIGHT--OF-WAY LINE OF HIGHWAY 287; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287 THE FOLLOWING (FIVE (5)) COURSES: NORTH 00°18'39" WEST A DISTANCE OF 6.04 FEET; NORTH 25°13'09" EAST A DISTANCE OF 80.00 FEET; NORTH 00°18'39" WEST A DISTANCE OF 820.56 FEET; NORTH 08°11'06" EAST A DISTANCE OF 338.44 FEET; NORTH 07°18'39" WEST A DISTANCE OF 81.62 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27; THENCE NORTH 88°51'12" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 A DISTANCE OF 101.18 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH 00°20'18" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 A DISTANCE OF 1319.88 FEET TO THE POINT OF BEGINNING, CONTAINING 34.56 ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARINGS BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS SOUTH 00°20'18" EAST ACCORDING TO THE PLAT OF HARVEST RIDGE NORTH.
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ENDORSEMENT 25201694, DATED FEBRUARY 21, 2025 WAS RELIED UPON FOR RECORD DATA REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS ANNEXATION MAP.
3. THE TOTAL AREA OF PROPERTY ANNEXED IS 34.56 ACRES.
4. THIS MAP IS NOT A LAND SURVEY PLAT.
5. THE MINERAL RIGHTS ASSOCIATED WITH THE PROPERTY BEING ANNEXED ARE OWNED BY THE PROPERTY OWNER. THERE IS NOT EVIDENCE AVAILABLE THAT MINERAL RIGHTS HAVE BEEN TRANSFERRED.
6. THE CURRENT ZONING OF THE ANNEXED PROPERTY IN UNINCORPORATED LARIMER COUNTY IS RR-2, RURAL RESIDENTIAL. THE PROPOSED ZONING IN THE TOWN OF BERTHOUD IS SR, SUBURBAN RESIDENTIAL.
7. PROPERTY ADDRESS: NONE.

COMMERCIAL MINERAL DEPOSITS NOTE:

THERE ARE NO KNOWN OR ANTICIPATED MINING OPERATIONS ASSOCIATED WITH THE EXISTING SITE OR PROPOSED WITH THIS PROJECT. THERE ARE NO KNOWN COMMERCIALLY VIABLE MINERAL DEPOSITS ONSITE.

APPLICANT

CERTIFICATE OF APPROVAL BY TOWN OF BERTHOUD:

THIS IS TO CERTIFY THAT THE ANNEXATION OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE TOWN OF BERTHOUD, PASSED AND ADOPTED ON THE _____ DAY OF _____, A.D., _____ AND THAT THE MAYOR OF THE TOWN OF BERTHOUD AS AUTHORIZED BY SAID ORDINANCE ON BEHALF OF THE TOWN HEREBY FOR ALL ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION UPON WHICH THE CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED HEREON.

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, COLORADO THIS _____ DAY OF _____, A.D., _____.

MAYOR

THE FOREGOING MAP IS APPROVED FOR FILING AND ACCEPTED BY THE TOWN OF BERTHOUD, COLORADO, THIS _____ DAY OF _____ A.D., _____.

ATTEST:

TOWN CLERK

OWNERS CERTIFICATE:

HT LAND PARTNERS LLC

ALEX HOIME, MANAGER FOR
HT LAND PARTNERS LLC

STATE OF COLORADO)
SS)
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 20____
BY ALEX HOME, MANAGER FOR HT LAND PARTNERS LLC

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES

NOTARY PUBLIC

SURVEYORS CERTIFICATE:

I, VLADI SKREJEV, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY IS CONTIGUOUS TO THE TOWN OF BERTHOUD, COLORADO. THE MAP WAS COMPILED USING EXISTING PLATS, DEEDS, AND LEGAL DESCRIPTIONS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DATED THIS _____ DAY OF _____, 20____

VLADI SKREJEV, PLS 38705

Harvest West Neighborhood Master Plan Narrative

General Description

The development proposed at Harvest West includes single-family detached (front loaded), single family detached (rear loaded), two-family Units, parks and open space/ trail connections. The site is currently zoned RR2 – Rural Residential Zoning in Larimer County and an application for Suburban Residential (SR) in the Town of Berthoud zoning has been submitted accompanying this Neighborhood Master Plan.

Land Use Area

The proposed subdivision is 34.61 acres. This project is consistent with the Land Use Map of the Comprehensive Plan 2021, which is designated as Suburban Residential (SR). The site is located to the west of Harvest North and South, which is located to the northwest corner of W County Rd 4E and Berthoud Parkway. For a detailed understanding of the proposed land use distribution within the subdivision, please refer to the following tables illustrating our conformance to Land Use and Lot Diversity associated with this development.

Table 1. Land Use Table

Use	Area	No. of Lots/Delineated Areas
Right-of-Way	7.58	1
Open Space	3.92	5
Park	0.94	1
Detention	1.59	2
Single Family Detached	15.14	63
Single Family Detached (Rear Loaded)	2.99	13
Two-Family	1.59	5 (Min.)
Easements	0.86	3

Table 2. Diversity Standards

Total Lots: 81

Use	Prop Lots	Min Allowed (%)	Provided (%)
Single Family Detached	63	80% (Max)	78%
Single Family Detached (Rear Loaded)	13	5%	16%
Two-Family	5	5%	6%

Integration with Surrounding Area and Existing Features

Harvest West is located directly to the west of Harvest North and South. There will be two proposed street connection points into Harvest West. One will be located at the northeast portion of the property at Art Drive. The other access point will be located at the southeast portion of the property at Swan Peter Dr. A street extension is proposed at the southwest corner of the property to provide future connection points as the property to the south is developed. There is currently a ditch maintenance access to the western side of the property coming off Highway 287. This maintenance access will be closed with the construction of Harvest West but future access will be provided through the project once completed.

The proposed subdivision will be integrated with the existing Harvest Ridge North and Harvest Ridge South Subdivisions to the east. The overall land use, density, and aesthetics are consistent with the existing and surrounding developments. The natural topography of the site, along with existing drainage patterns, will be preserved to enhance ecological stability and prevent adverse impacts on the surrounding environment. Trees and plant material on the State noxious weed list will be removed in accordance with best industry practices for the species.

As part of the improvements associated with Harvest West, there will be a necessity for frontage enhancements along the west side of Berthoud Parkway next to the east perimeter of the Harvest Ridge North and Harvest Ridge South subdivisions. The current configuration of the frontage will be widened on the west to comply with the established street, sidewalk, and trail standards, which are essential for promoting safety and accessibility.

To address these deficiencies, the west side of Berthoud Parkway, adjacent to Harvest Ridge North and Harvest Ridge South, will be reconstructed to meet the specifications of a Major Collector Street as outlined in Figure 3.11 of the 2021 Berthoud Comprehensive Plan. It is understood that similar improvements will be made to Trail at Creek View along the east side during that development. This redevelopment will enhance transportation options and connectivity for residents. A designated trail along the west side of South Berthoud Parkway has already been incorporated into the design framework of Harvest North and South, further promoting active transportation and recreational opportunities for community members. No adjustments to this trail are anticipated.

Traffic Access and Impact

Access will be provided via Art Dr. and Swan Peter Dr. which are served off South Berthoud Parkway. All internal roads will be low volume residential streets adhering to LCUASS (Larimer County Urban Area Street Standards) guidelines. A preliminary traffic impact study has been completed and included as part of this submittal.

The future traffic impact study will be provided with the preliminary plat process outlining impacts and potential requirements for improvements along Berthoud Parkway and W County Rd 4E.

Floodplain

Floodplain boundaries are outside of the project scope and are not shown on the Neighborhood Master Plan. Per FEMA floodmap 08069C1386H (01/15/2021) the area is Zone X Area of Minimal Flood Hazard.

Geologic Hazard Areas

Per the Colorado Geological Survey, there are no known or anticipated geologic hazards within the proposed project area.

Sanitary Sewer

The existing sanitary sewer system stubbed out from Art Dr. (Harvest North) was sized to accommodate flows from the entire project area. Consideration will be given to tie into the existing sanitary sewer system stubbed out from Swan Peter Dr. (Harvest South) as well. All of the sanitary flows will be directed to this existing system installed with Harvest Ridge North and Harvest Ridge South. Requirements from the Town of Berthoud will be used for sanitary system design. Downstream capacity of the existing 18" main that runs parallel to Dry Creek to the north has been confirmed to have capacity for this development as well as future upstream development in the Utility Study for Harvest Ridge North and South.

Water Supply

The proposed water infrastructure for the subdivision includes the installation of 8-inch water mains that will connect to the existing stub located at Swan Peter Drive within the Harvest South subdivision. Additionally, a proposed 12-inch water main will be installed along Art Drive, facilitating the completion of a closed-loop system with the future developments to the North and South. Requirements from the Town of Berthoud will be adhered to for water distribution design. This subdivision will require around 89 water taps based on current Unit count of 86 and 3 for irrigation. According to the Utility Study conducted for Harvest West, the proposed water system is projected to adequately meet the Town's criteria for capacity and reliability. This analysis has been considered for both current and future demands, ensuring that the water infrastructure will support the growth and sustainability of the subdivision and its residents.

Other Utilities

Xcel Energy has provided a will serve letter and will be providing gas service to this subdivision. Easements will be provided within lot frontages for the distribution main and service connections.

Hilltop Broadband and Comcast will be providing fiber-optic and communication service to this subdivision. An easement will be provided within lot frontages for distribution and service connections.

Poudre Valley Rural Electric Association (PVREA) has provided a will serve letter and will be providing electric service to this subdivision. An easement will be provided within lot frontages for distribution and service connections.

Non-Potable Irrigation System

The use of a non-potable irrigation system is currently being analyzed. The preliminary plat application will include a design for the non-potable system if this is to be pursued.

Irrigation Ditch

There is an irrigation ditch that traverses throughout the northern half of the property flowing from west to east. This ditch is referred to as the Sweck Lateral after an original homesteader of properties in the area that constructed the ditch, however, this ditch is maintained by downstream users. The portion of the ditch downstream of the Harvest West project has been undergrounded in a 15-inch pipe. Handy Ditch Company water is the raw water that flows through this ditch and is what has historically irrigated this property and the properties in the surrounding area. The portion of the lateral that is on the property is not governed by a ditch company. It currently serves three downstream properties including: Bill and Teri Johnson to the southeast of the Harvest West property; Bob Belz and Cheri Belz-Wilson to the east; and another eastern property that has been acquired by an HT Land Partners entity in December of 2024. The Paul Hicks farm, now Trails at Creekview Subdivision, was also fed by the ditch but we have been informed that property will no longer be receiving irrigation through the ditch. Prior to the irrigation ditch being undergrounded through Harvest South in 2022, HT Land Partners met with all the downstream users (Hicks, Johnson, Wilson, and Belz) of the ditch to ensure the pipe was of adequate size to pass their irrigation flows through. The Ditch will be piped from the west to the east and discharge into the control structure at the east end of the project where the flows are diverted south to Bill and Teri Johnson and east to the Belz-Wilson and HT Land Partners properties east of Berthoud Parkway. The Belz-Wilson property is currently unable to divert these flows to their property but accommodations will be made to allow in the future. If a non-potable irrigation system is feasible, the ditch will supply the project with the irrigation flows for continued irrigation of the property.

Drainage

Existing drainage patterns will be preserved in this development. The site's natural ridge follows the irrigation ditch, directing runoff north of the ditch toward the property's northern boundary. Runoff will be managed via curbs, gutters, and a storm drain system, leading to a proposed 0.46-acre stormwater pond, where flows will be detained and then released to Dry Creek to the north through the Legacy Park development. Similarly, runoff generated south of the ditch will flow toward the southern boundary and be managed by a storm drain system directing flows to an onsite stormwater pond, where they will be detained and released through the southeast stormwater system.

Compliance with Section 30-2-109

B.2

This section requires the provision of 1 acre of parkland for every 100 Lots. Harvest West is currently proposed to include 81 Lots, which corresponds to the requirement for approximately 0.81 acres of parkland. The development plans currently show 0.94 acres of parkland, exceeding the minimum requirement. The proposed park is categorized as a pocket park, designed for use by the immediate neighborhood. The development aims to incorporate various amenities from Lists A, B, D, and E.

From List A, the park will include essential features such as electricity, irrigation, and security lighting, along with trash receptacles, water service, bike racks, and landscaping.

From List B, the amenities being considered are two shelters with picnic tables, a 10,000 square foot natural area, and a 15,000 square foot play area.

From List D, the park currently includes a playground and a community structure, both of which will serve as valuable gathering spaces for residents.

From List E, the chosen elements are currently comprised of BBQ grills, benches, and a trailhead with parking capacity for a minimum of eight vehicles.

These components are currently proposed to be included in the proposed pocket park to ensure compliance with Section 30-2-109.B.2.

C.2

A buffer zone is required along the western boundary of Harvest West adjacent to U.S. Highway 287. The Neighborhood Master Plan designates a 30-foot perimeter buffer in this area, with all street and lot improvements positioned outside the buffer. Additional fencing and walls will be installed along Highway 287 to further enhance the buffer.

D.3-5

Projects must allocate ten percent of their total area to open space, amounting to 3.5 acres for this development. The Neighborhood Master Plan exceeds this requirement, proposing 3.92 acres of open space distributed throughout the site, excluding any existing easement areas.

To meet functional open space requirements per Section 30-2-109.D.5, the development includes the following:

- Greenway - more than 40-ft wide and exceeds the size of 1/3 acre while also utilizing an 8-foot trail
- Trailhead – parking has been included and a bench and garbage receptacle will also be included

Compliance with Section 30-2-116

81 total lots are proposed with this project. Lot diversity is achieved with the three housing types that are proposed with this subdivision. Single-family detached (front loaded), single-family detached (rear loaded), and two-family units are proposed. Single-family detached is defined by Berthoud's Municipal Code as, "a single-family dwelling which is not attached to any other dwelling or building by any means." Two-family dwellings is defined by Berthoud's Municipal Code as, "a building designed for occupancy by two families living independently of each other." The 63 single family detached (front loaded) units will make up 77.8% of the proposed dwelling units, which is less than 80% as required by code. The 13 single family detached (rear loaded) lots will make up 16% of the proposed lots. 5 two-family dwellings will make up 6.2% of the proposed lots, which is above the minimum 5% requirement. Multiple homebuilders will be utilized for the development and unique footprints along with diverse architectural elevation design will be utilized to meet the housing model diversity standards. See attached sample images. We anticipate the amount of each housing type may change but the requirements on diversity will be maintained.

Two-Family Dwellings

This section aims to clarify our proposed definition of a two-family dwelling in light of recent email discussions addressing confusion around the term. Specifically, there appears to be some overlap with definitions for single-family detached homes or single-family units with accessory dwelling units (ADUs).

A two-family dwelling can technically be considered a single-family attached unit; however, there will be no proposed lot line legally separating the two units. Both dwelling units will be conveyed under a single deed while maintaining distinct addresses and separate utility accounts. The square footage of the dwelling units will not be capped, except as limited by any applicable town restrictions on building coverage or impervious surface area for the single lot.

Compliance with Section 30-2-131

Five subdivision identity elements are required for Harvest West. The five elements that are proposed are trails, pocket park, artwork, fencing and walls, and usable open space. A description of how each of these elements are met is listed below.

Trails:

Eight-foot-wide crusher fines trail is proposed throughout the open spaces of the development providing meaningful pathways rather than linear sidewalk counting as one element.

Pocket Park:

A one-acre pocket park is proposed in the middle of the development counting as one element.

Artwork:

Artwork is proposed to be incorporated throughout the development counting as one element.

Fencing and Walls:

Over 500 linear feet of fencing will be provided throughout the subdivision along proposed property lines and will adhere to the Harvest Homeowner Association standard counting as one element.

Usable open space:

Usable open space is provided near the park area containing more than 10,000 square feet of turf area counting as one element.

Compliance with Town Comprehensive Plan

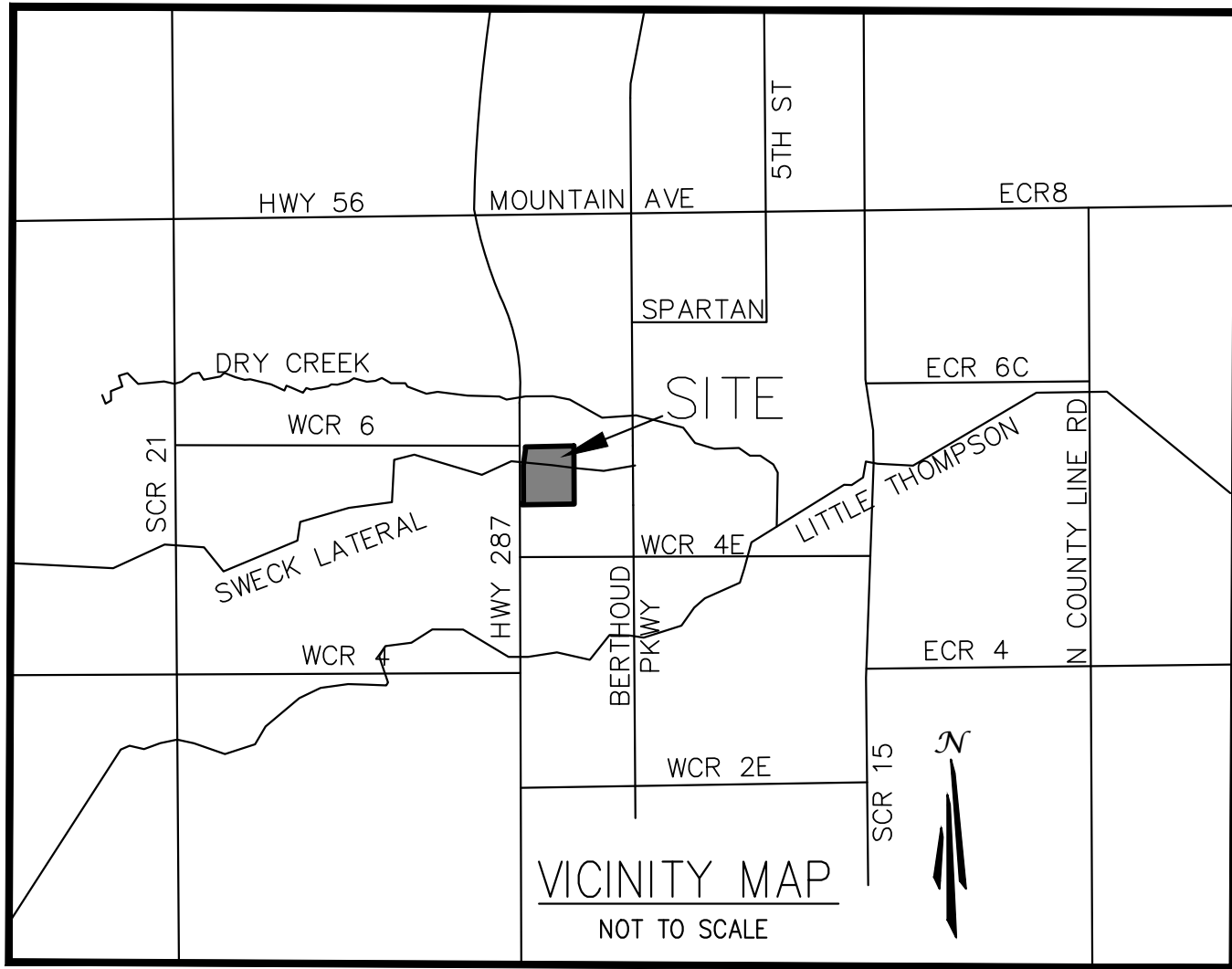
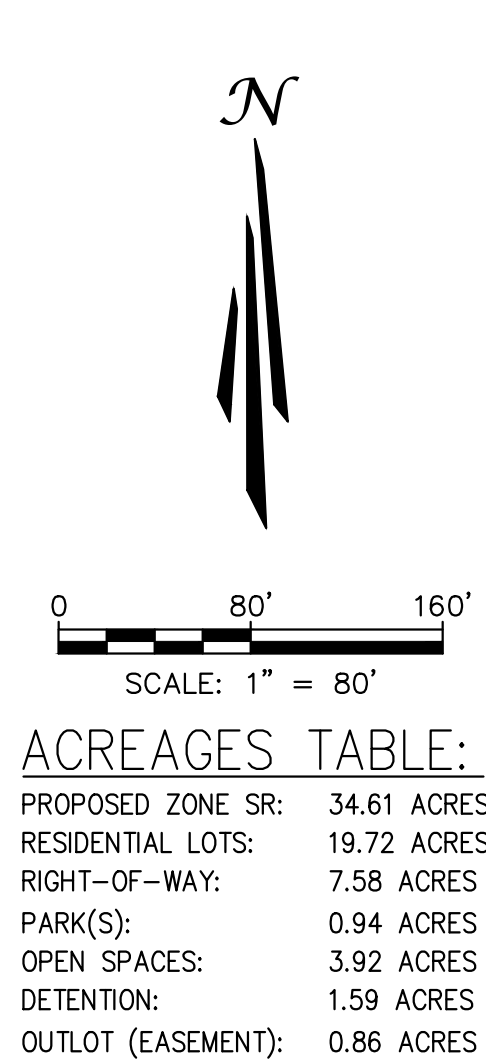
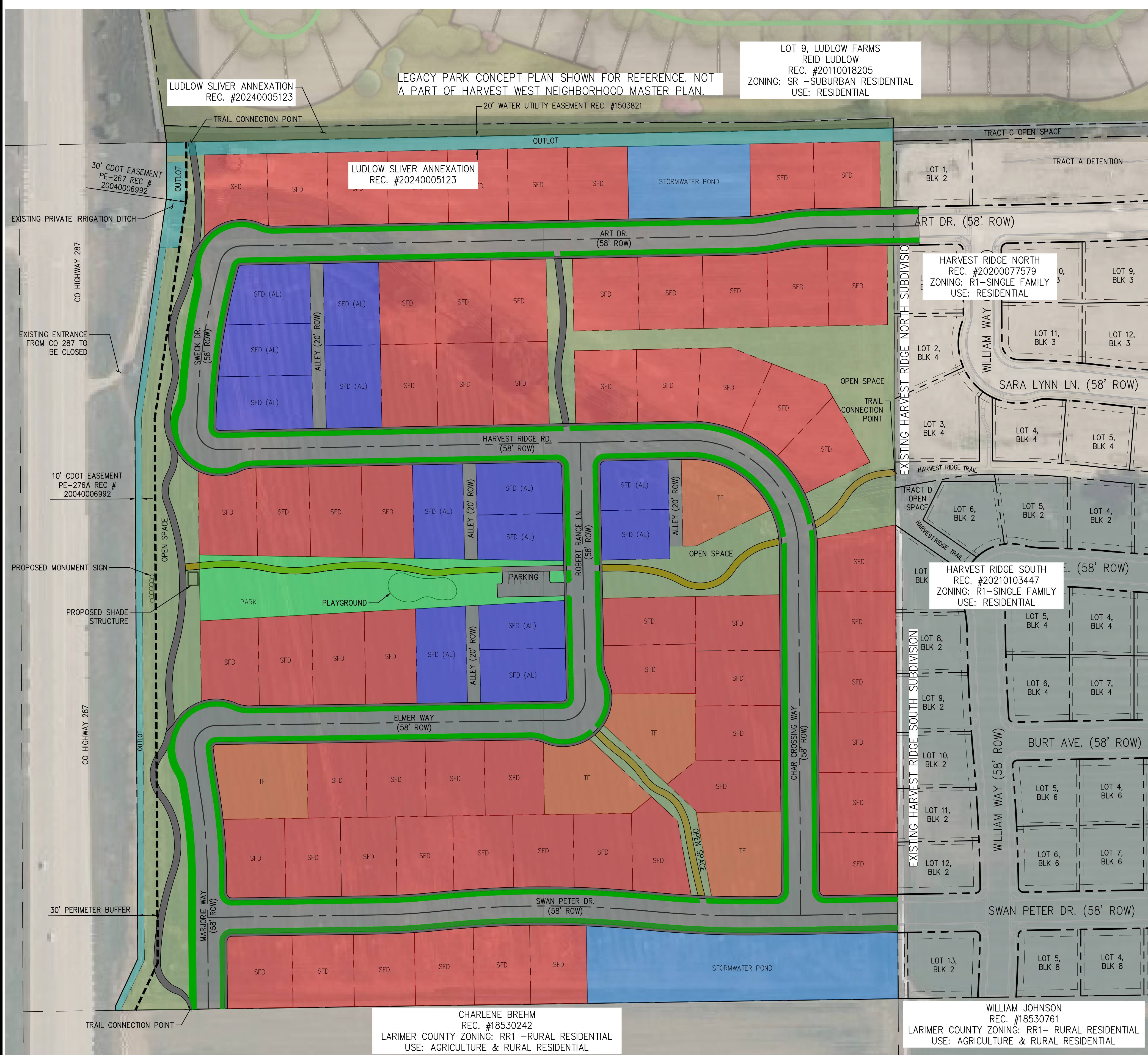
The 2021 Town of Berthoud Comprehensive Plan and Future Land Use Map designate the project site for suburban residential development, prioritizing single-family detached and attached housing at low to moderate densities. The proposed development aligns with these objectives, incorporating single-family detached homes (front loaded), single-family detached units (rear loaded), and two-family dwellings at a low-density scale.

Summary

The Harvest West Neighborhood Master Plan outlines a thoughtfully designed, 34.61-acre residential community in Berthoud, Colorado, consistent with Suburban Residential zoning goals. The project integrates seamlessly with surrounding neighborhoods, offering a balanced mix of single-family detached (front loaded) homes, single-family detached (rear loaded) home, and two-family dwellings, along with 0.94 acres of parkland and 3.92 acres of open space.

Community access will be supported by Art Dr. and Swan Peter Dr., with planned road improvements along Berthoud Parkway to enhance connectivity and safety. Comprehensive utility infrastructure, including water, sewer, and stormwater systems, has been incorporated to meet current standards and anticipated future needs.

Amenities such as a pocket park with trails, shelters, and an open space are designed to support a cohesive community environment. With a proposed density of 2.48 units per acre, Harvest West aligns with the Town of Berthoud's focus on low- to moderate-density residential development, supporting both community growth and quality of life.



LAND USE TABLE:	
PROJECT TOTAL AREA:	34.61 ACRES
PROPOSED NO. OF DWELLING UNITS:	86 UNITS
PROPOSED NO. LOTS:	81 LOTS
PROPOSED DENSITY (GROSS):	2.48
PROPOSED DENSITY (NET):	4.35
SINGLE FAMILY DETACHED - 63:	78%
SINGLE FAMILY DETACHED (REAR LOADED) -13:	16%
TWO-FAMILY -5:	6%
PROPOSED ZONING:	SUBURBAN RESIDENTIAL -SR

ROW	RIGHT-OF-WAY:	7.58 ACRES
OPEN SPACE	OPEN SPACE:	3.92 ACRES (5)
PARK	PARK:	0.94 ACRES(1)
POND	DETENTION:	1.59 ACRES (2)
SFD	SINGLE FAMILY DETACHED:	15.14 ACRES (63)
SFD(AL)	SINGLE FAMILY DETACHED ALLEY:	2.99 ACRES (13)
TF	TWO FAMILY:	1.59 ACRES (5 MINIMUM)
OUTLOT	OUTLOT (EASEMENT):	0.86 ACRES (3)

PROJECT SUMMARY:
HARVEST WEST IS A PROPOSED SUBDIVISION WITH 81 RESIDENTIAL LOTS CONSISTING OF SINGLE FAMILY DETACHED, SINGLE FAMILY DETACHED ALLEY LOADED AND TWO FAMILY. THE INTENTION OF THE NEIGHBORHOOD WILL BE TO CONTINUE EXPANSION OF THE EXISTING HARVEST NORTH AND SOUTH SUBDIVISIONS WHILE PROVIDING DIVERSE HOUSING OPTIONS THAT CONTRIBUTE TO BERTHOUD'S SMALL TOWN CHARM AND CHARACTER. THE PROPOSED DEVELOPMENT WILL INCLUDE ANNEXATION INTO THE TOWN OF BERTHOUD, REZONING, CONSTRUCTION OF STREETS, LANDSCAPING, UTILITY INFRASTRUCTURE, OPEN SPACES, DETENTION PONDS, PARKS, AND TRAILS.

COMPLIANCE WITH STANDARDS:

DIVERSITY STANDARDS (81 TOTAL LOTS)
SINGLE FAMILY DETACHED: 63 LOTS (77.8% OF LOTS) 80% MAXIMUM
SINGLE FAMILY DETACHED ALLEY: 13 LOTS (16.0% OF LOTS) 5% MINIMUM
TWO FAMILY: 5 LOTS MINIMUM (6.2% OF LOTS) 5% MINIMUM

PARKLAND STANDARDS
PARKLAND (0.1 ACRES PER LOT)
0.81 ACRES OF PARKLAND REQUIRED
0.94 ACRES OF PARKLAND PROVIDED

OPEN SPACE
OPEN SPACE REQUIRED (10% OF TOTAL AREA)
3.5 ACRES OF SPACE REQUIRED
3.92 ACRES OF OPEN SPACE PROVIDED

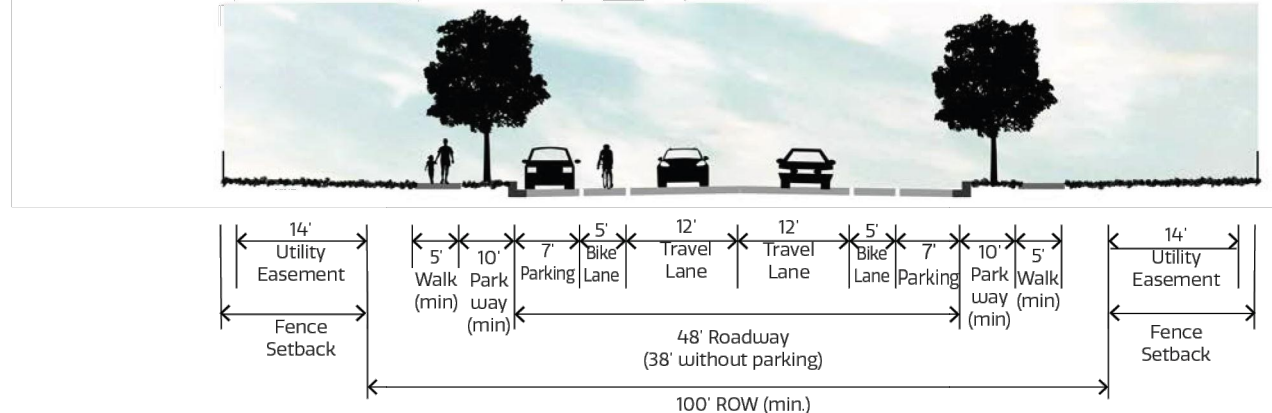
PEDESTRIAN ACCESS:

SOFT SURFACE TRAIL 1,233 LF
CONCRETE SIDEWALK/TRAIL 11,437 LF

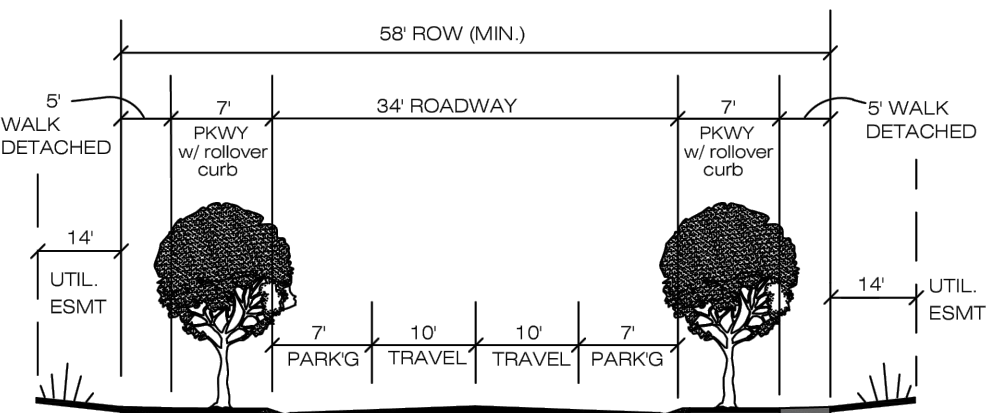
PEDESTRIAN ACCESS WILL BE ACCOUNTED FOR WITH OVER 12,000 LF OF PROPOSED SIDEWALK, TRAILS, AND ADA COMPLIANT CROSSWALKS. CONNECTIONS TO REGIONAL TRAIL SYSTEMS AS SHOWN IN THE EXHIBIT AND PEDESTRIAN CONNECTIVITY TO THE PROPOSED LUDLOW FARMS SUBDIVISION TO THE NORTH ARE BEING EVALUATED.

SITE LEGEND:

- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- EXISTING TOWNSHIP SECTION
- PROPOSED RIGHT-OF-WAY
- PROPOSED PROPERTY LINE
- PROPOSED ROAD CENTERLINE
- TREELAWN W/ ROLLOVER CURB



BERTHOUD PARKWAY CROSS SECTION



INTERNAL ROADWAY CROSS SECTION

HARVEST

GROWING COMMUNITY

LAND USE AND CONNECTIVITY

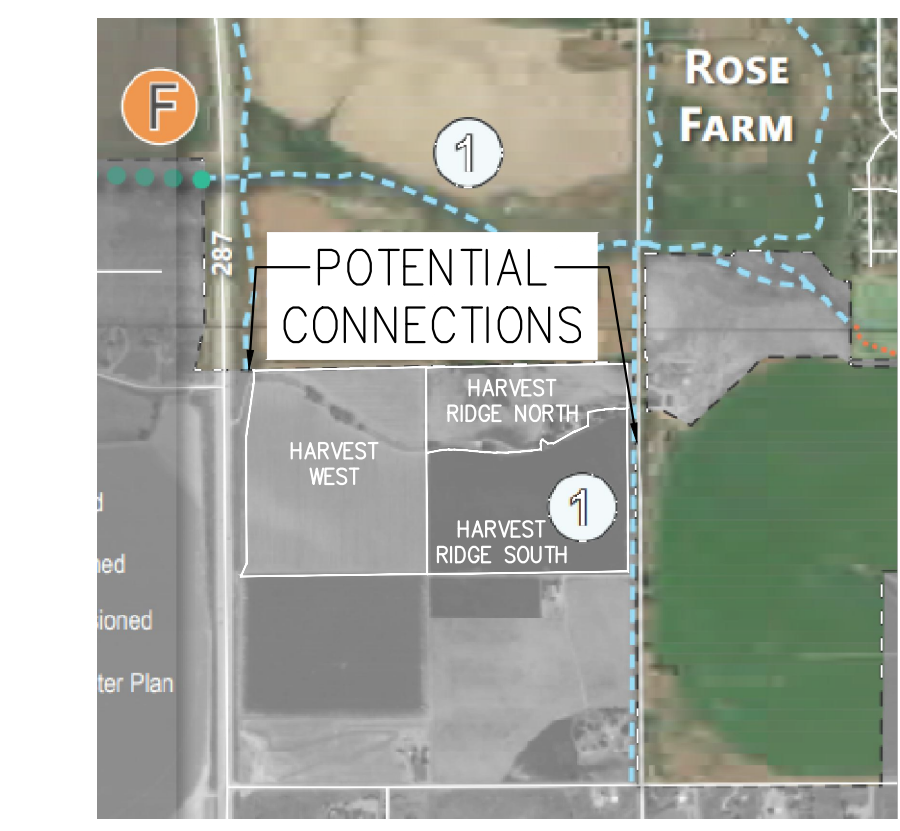
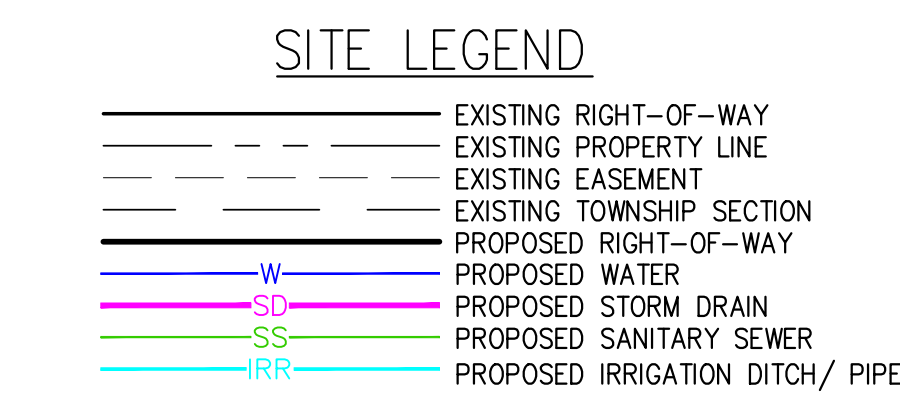
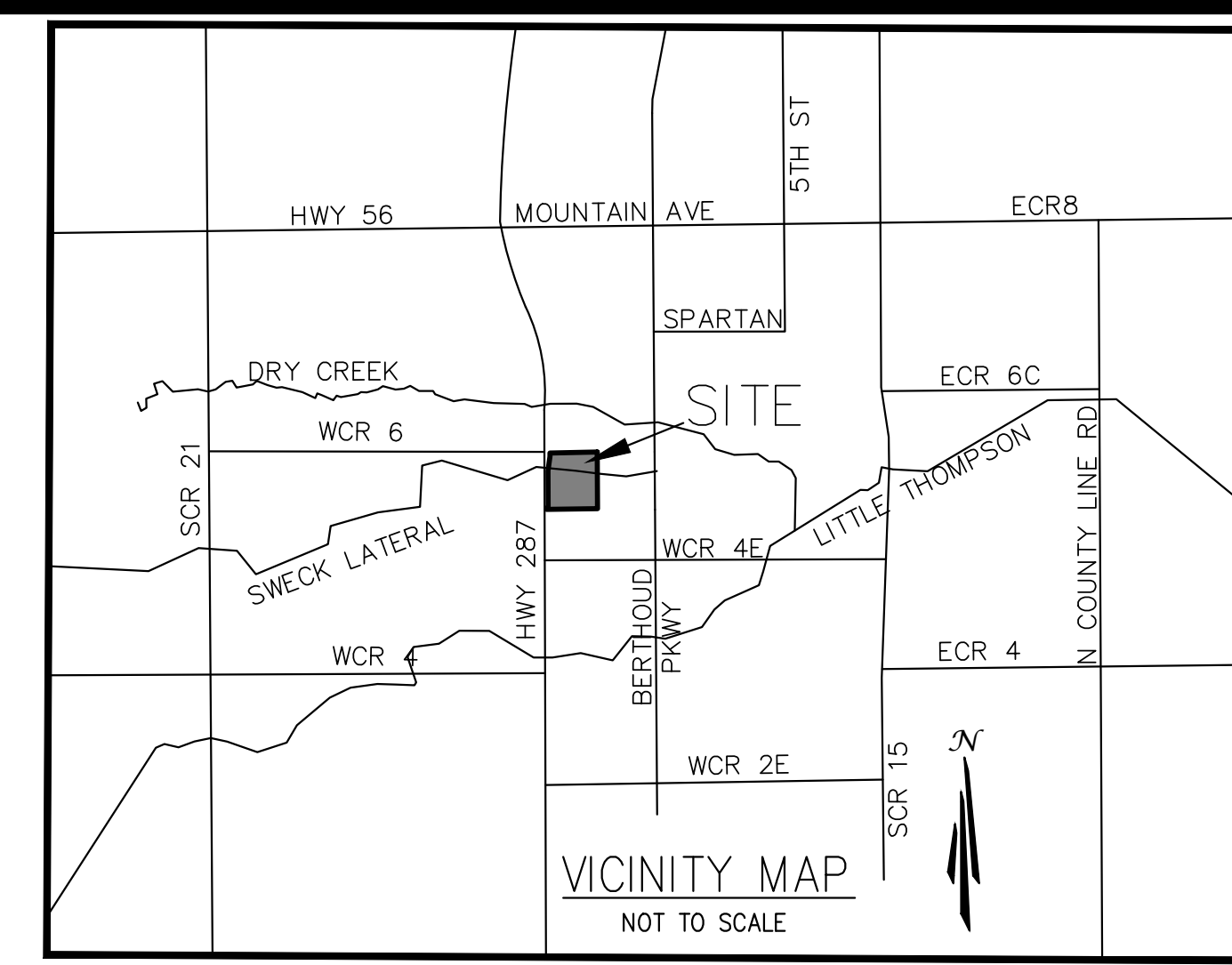
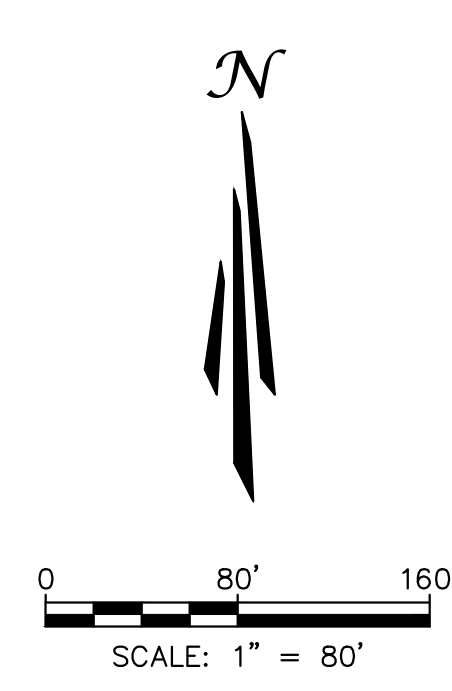
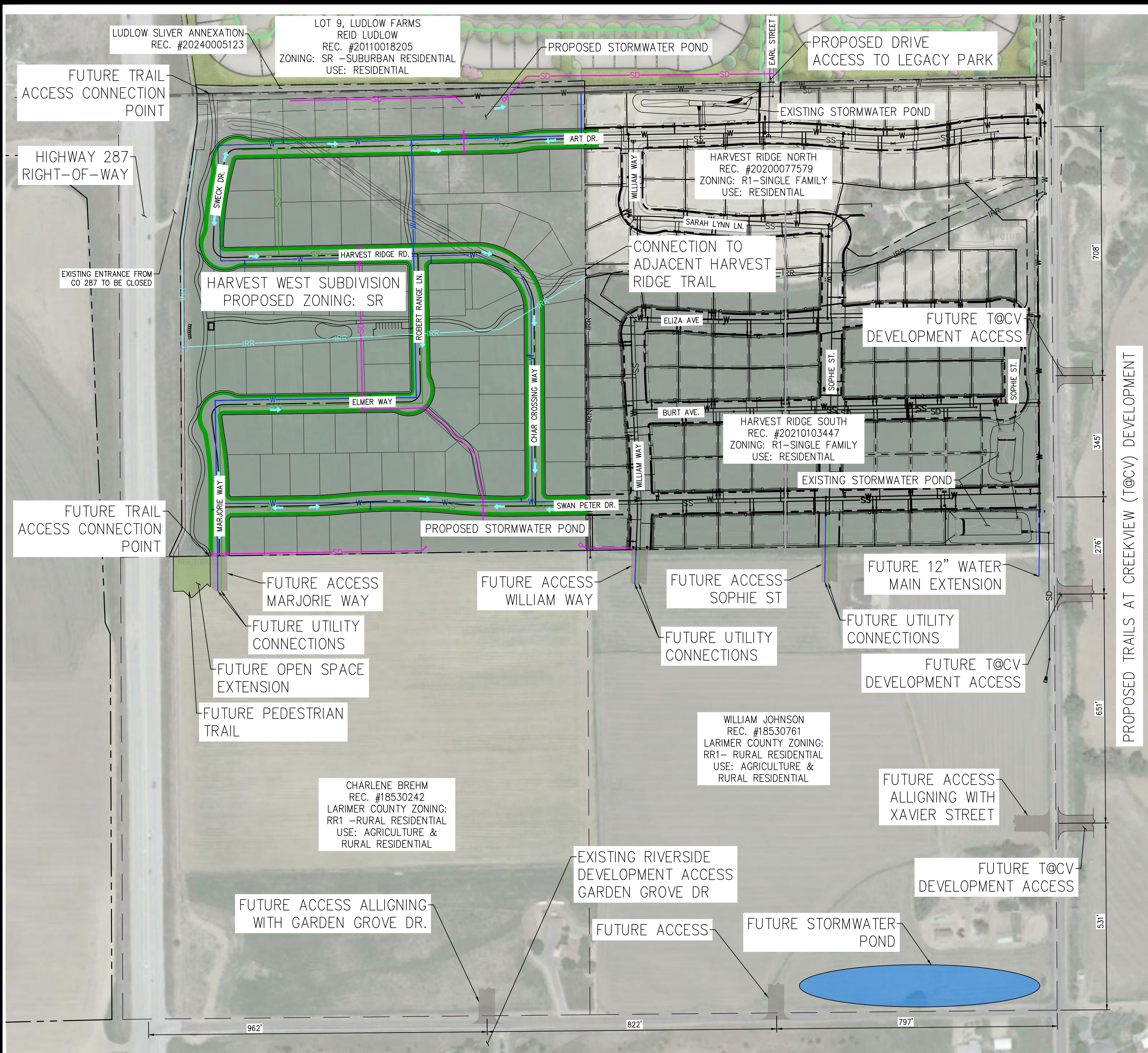
HARVEST WEST NEIGHBORHOOD MASTER PLAN
A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO
HT LAND PARTNERS

DRAWING: CG
DATE: 01/28/2023
CHECKED: AH
DATE: 03/13/2025
REVISION #: 1
DATE: 03/13/2025
JOB NO. CO13588

1 OF 3

3/13/2025 NEIGHBORHOOD MASTER PLAN

Mar 13, 2025 - 12:16pm by ggdespy K:\Drawings\CO\co13580 - 721 scr 17, berthoud, co\ENG\Conceptual Plans\WEST\CO13588_NMP-Master Plan.dwg



INTEGRATION WITH SURROUNDING AREA AND EXISTING FEATURES:
THE PROPOSED SUBDIVISION WILL BE INTEGRATED WITH THE EXISTING HARVEST NORTH AND SOUTH SUBDIVISIONS TO THE EAST. THE OVERALL LAND USE, DENSITY, AND AESTHETIC ARE CONSISTENT WITH THE EXISTING DEVELOPMENTS AND ANTICIPATED FUTURE SUBDIVISIONS TO THE SOUTH. EXISTING FEATURES AND SITE CHARACTERISTICS WILL BE PROTECTED. THE EXISTING RIDGE ALONG THE IRRIGATION DITCH WILL BE MAINTAINED AS A NATURAL RIDGE FOR DRAINAGE AND EXISTING SITE TOPOGRAPHY/DRAINAGE WILL BE MAINTAINED. TREES THAT ARE IN GOOD HEALTH AND CONDITION WILL BE PROTECTED.



T A I T & ASSOCIATES	
320 North Lincoln Avenue Loveland, CO 80537 p: 970.613.1447 www.tait.com	ENGINEERING ENVIRONMENTAL BUILDING LAND SCIENCE & DESIGN Since 1944
SURROUNDING MASTER PLAN	
HARVEST WEST NEIGHBORHOOD MASTER PLAN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO	
HT LAND PARTNERS	
DRAWING CG DATE: 01/29/2023 CHECKED: AH DATE: 03/13/2025 REVISION #: DATE:	REVISIONS BY DATE
3 OF 3	

Harvest West

West of Berthoud Parkway (LCR 17) & Art Drive, Berthoud, CO

Preliminary Traffic Impact Study

KE Job #2023-018

Prepared for:

HT Land Partners, LLC
6163 East County Road 16
Loveland, CO 80537

Prepared by:



KELLAR ENGINEERING

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January 9, 2025

Sean K. Kellar, PE, PTOE

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1.0 Introduction

This Preliminary Traffic Impact Study (TIS) is for the proposed Harvest West project located west of Berthoud Parkway and Swan Peter Drive in Berthoud, CO. The purpose of this study is to identify project traffic generation characteristics, to identify potential traffic related impacts on the adjacent street system, and to develop mitigation measures required for identified traffic impacts.

2.0 Existing Conditions and Roadway Network

Berthoud Parkway (LCR 17) is an existing north/south 2-lane major collector roadway with a posted speed of 40 mph adjacent to Swan Peter Drive and Art Drive.

3.0 Proposed Development

The Harvest West project is a proposed subdivision located west of Berthoud Parkway and Art Drive containing a total of 86 dwelling units consisting of single-family detached homes, single-family detached alley homes, and two family dwellings (81 residential lots, five of which are two family dwelling units for a total of 86 dwelling units). The intention of the neighborhood will be to continue expansion of the existing Harvest North and South subdivisions while providing diverse housing options that contribute to Berthoud's small town charm and character. The proposed development will include annexation into the Town of Berthoud, rezoning, and construction of streets and infrastructure required to meet the Town of Berthoud and the Larimer County Urban Area Street Standards (LCUASS). Site access will be provided via Art Drive and Swan Peter Drive which are served off of S. Berthoud Parkway.

4.0 Trip Generation

Site generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the Trip Generation Report published by the Institute of Transportation Engineers (ITE). ITE has established trip generation rates in nationwide

studies of similar land uses. For this study, KE used the ITE 11th Edition Trip Generation Report average trip rates. The proposed project is anticipated to generate approximately 811 daily weekday trips, 60 AM total peak hour trips, and 81 PM total peak hour trips. Table 1 summarizes the estimated trip generation for the proposed development.

Figure 1: Vicinity Map

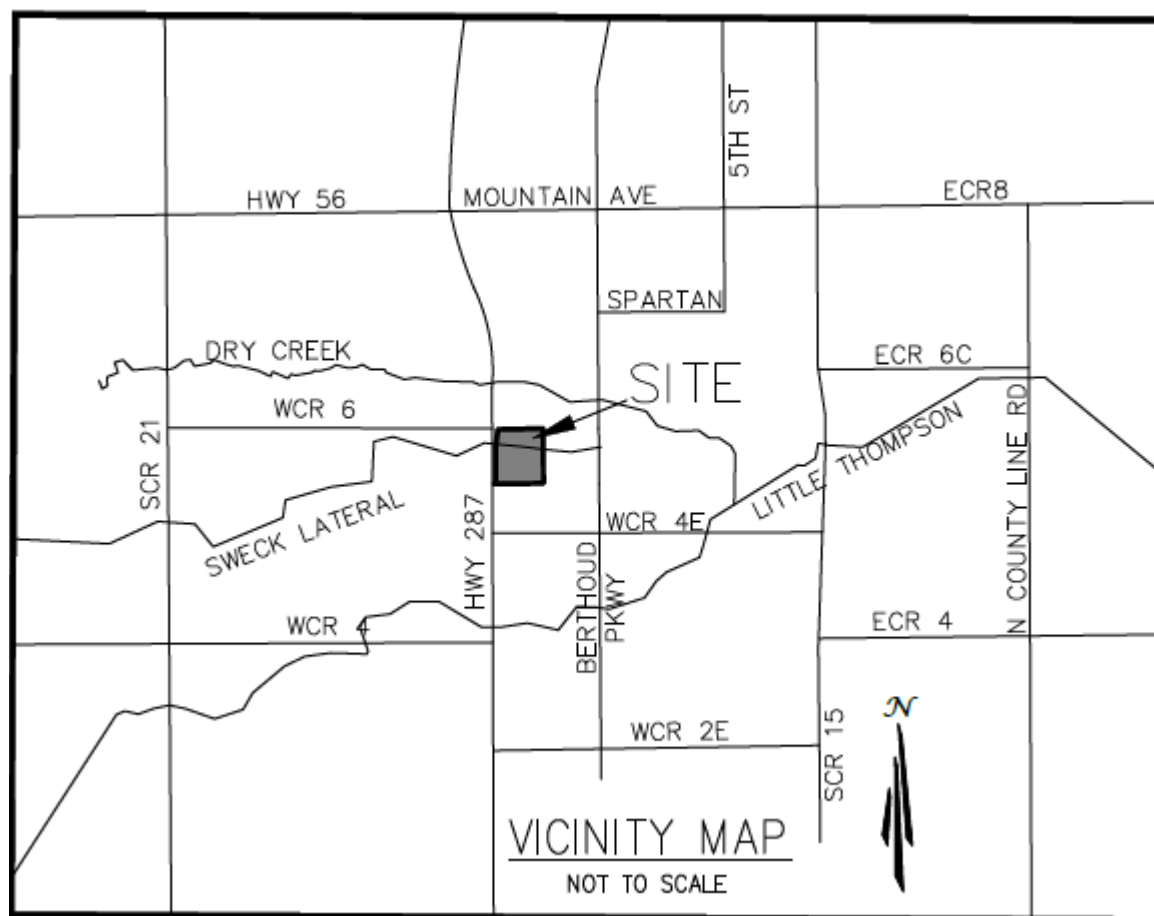


Figure 2: Aerial Image



Figure 3: Site Plan (For reference only. See Civil Drawings for more information)

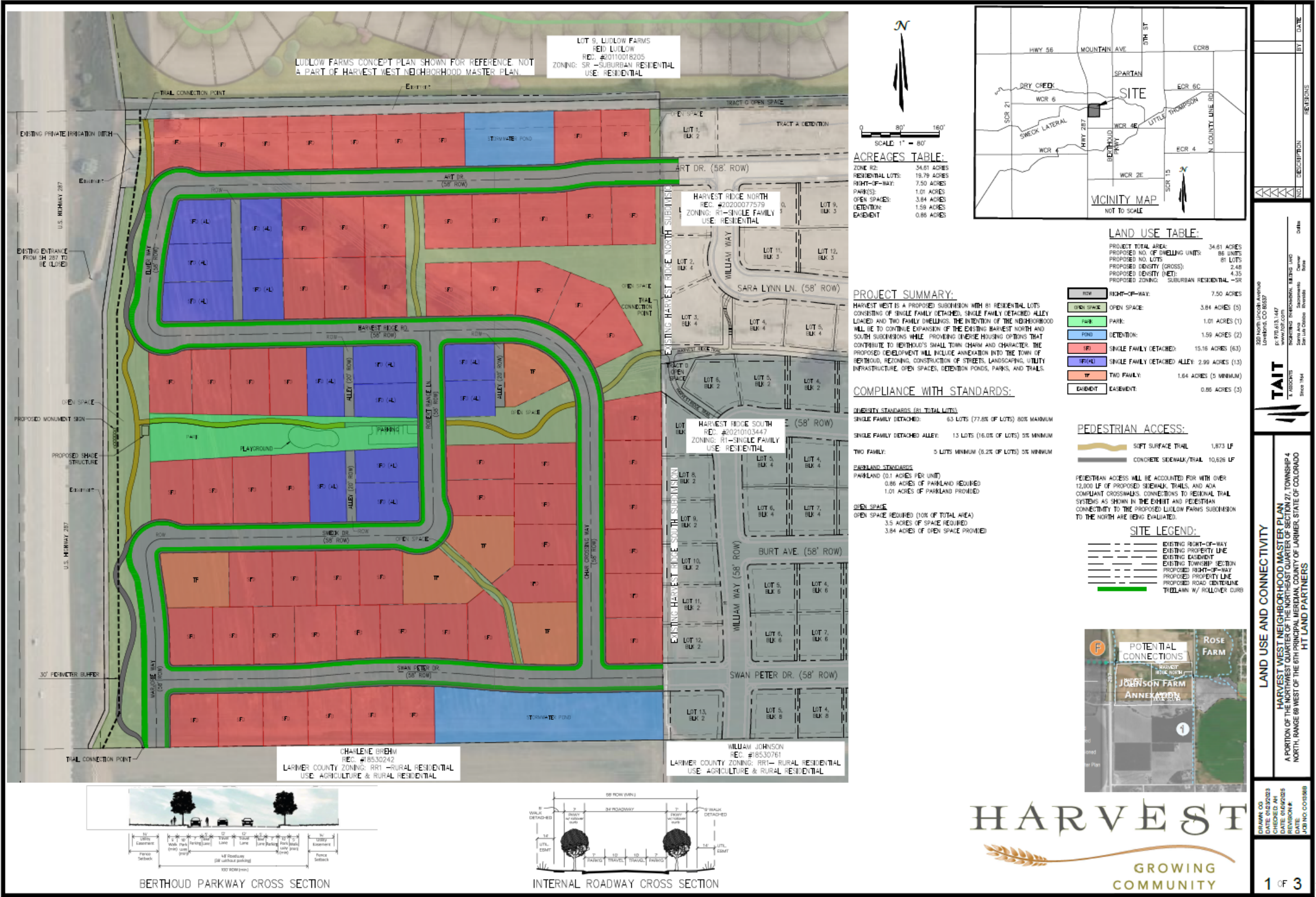


Table 1: Trip Generation (ITE Trip Generation, 11th Edition)

ITE Code	Project	Land Use	Size	Average Daily Trips		AM Peak Hour Trips						PM Peak Hour Trips					
				Rate	Total	Rate	% In	In	% Out	Out	Total	Rate	% In	In	% Out	Out	Total
210	Harvest West	Single Family	86 DU	9.43	811	0.70	25%	15	75%	45	60	0.94	63%	51	37%	30	81
Total			86 DU		811			15		45	60			51		30	81

DU = Dwelling Units

5.0 Vehicle Access and Pedestrian Access

Vehicle access will be provided via Art Drive and Swan Peter Drive which are served off of S. Berthoud Parkway. All internal streets will be low volume residential local streets adhering to the Larimer County Urban Area Street Standards (LCUASS) criteria. Pedestrian access will be provided for with over 12,000 LF of proposed sidewalk, trails, and ADA compliant crosswalks. Connections to the regional trail systems are shown in the below exhibit.



5.1 Auxiliary Lane Requirements

Per LCUASS Section 8.2.5, exclusive left-turn lanes may be required at approaches to unsignalized intersections for which the combination of through, left, and opposing volumes exceeds warrants shown in Figure 8-1. Considering year 2040 PM peak hour (highest peak hour) full development future traffic conditions, along with long range background traffic, per LCUASS Figure 8-1, an exclusive northbound left-turn lane is projected to be triggered at the Berthoud Parkway (CR 17)/Swan Peter Drive intersection in the future. See Figure 8-1 in the Appendix. It is recommended that northbound left-turn lanes be provided in S. Berthoud Parkway at both Swan Peter Drive and Art Drive. Northbound left-turn deceleration lanes (180' taper + 200' full width) have already been constructed in S. Berthoud Parkway at Art Drive and

Swan Peter Drive. These left-turn lanes are sufficient to accommodate the project's traffic and the projected year 2040 long range total traffic.

Figure 4: Trip Distribution

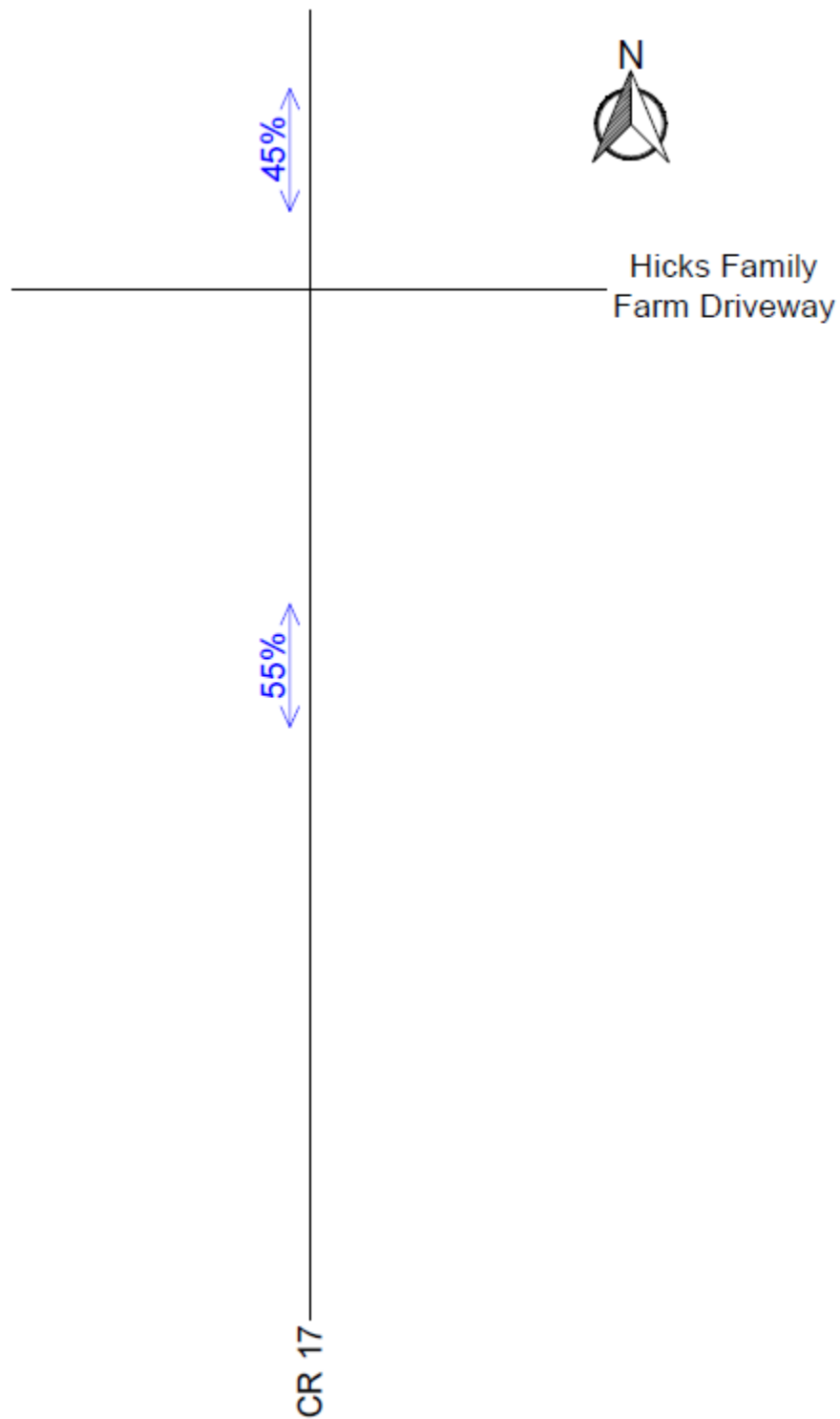
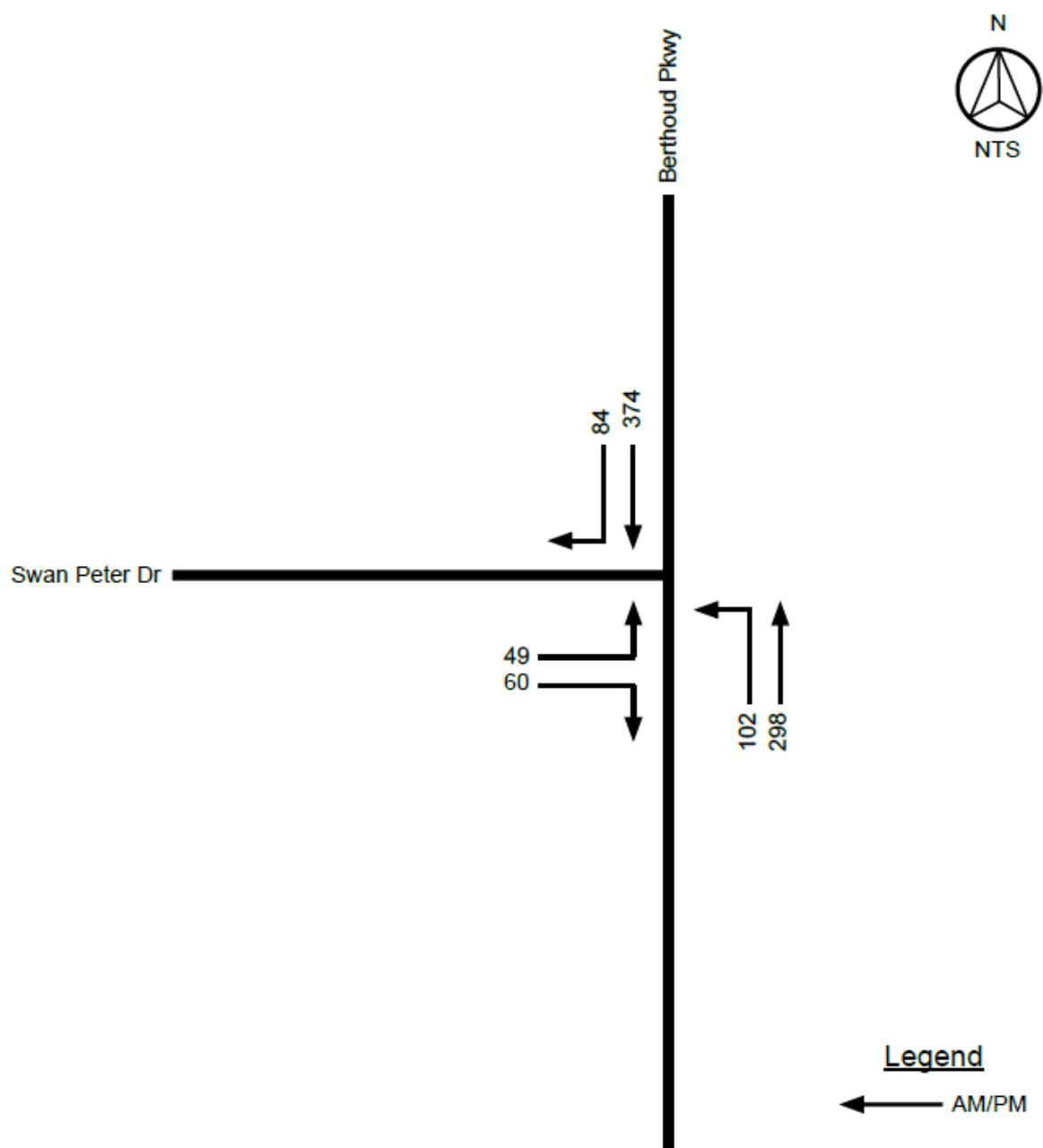


Figure 5: 2040 Long Range Total PM Peak



6.0 Conclusions

This Preliminary Traffic Impact Study for the proposed Harvest West project verifies that the project is appropriate in size and scale from a traffic engineering perspective. The proposed project will be able to meet the Town of Berthoud's requirements for traffic (LCUASS requirements) at the time of development.

The findings of the TIS are summarized below:

- The proposed project is anticipated to generate approximately 811 daily weekday trips, 60 AM peak hour trips, and 81 PM peak hour trips.
- The project's primary vehicle access is from two full-movement intersections to S. Berthoud Parkway (Art Drive and Swan Peter Drive). The proposed access locations are appropriate from a traffic engineering perspective.
- Northbound left-turn deceleration lanes (180' taper + 200' full width) have already been constructed in S. Berthoud Parkway (LCR 17) at both full movements intersections (Art Drive and Swan Peter Drive). These left-turn deceleration lanes are adequate to accommodate the proposed project's traffic. It is projected that these existing left-turn lanes would be sufficient to accommodate over 200 single-family dwelling units of future development in addition to the proposed project. It is anticipated that additional future development will occur from the future roadway extensions of William Way and Majorie Way. *See Harvest Ridge TIS dated 6-7-2022 by Kellar Engineering LLC.* While not recommended by KE, it is also understood that the Trails at Creekview project may reduce the left-turn lane length in S. Berthoud Parkway at Swan Peter Drive. *See Trails at Creekview "Memorandum" dated 4/2/2021 by Rollins Consult LLC.*
- Southbound right-turn deceleration lanes are not projected to be warranted in S. Berthoud Parkway at Art Drive and Swan Peter Drive.
- Traffic signal warrants are not anticipated to be warranted in in S. Berthoud Parkway at Art Drive and Swan Peter Drive.
- The existing and planned roadway improvements are adequate to accommodate the proposed project's traffic.

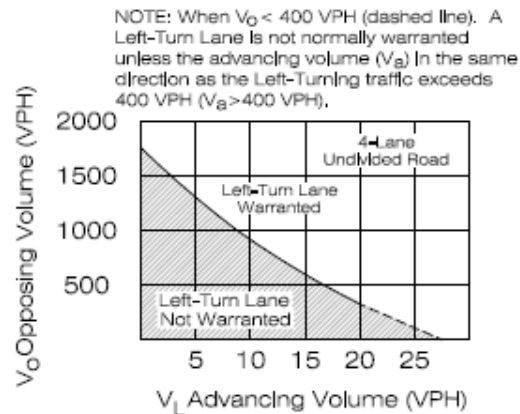
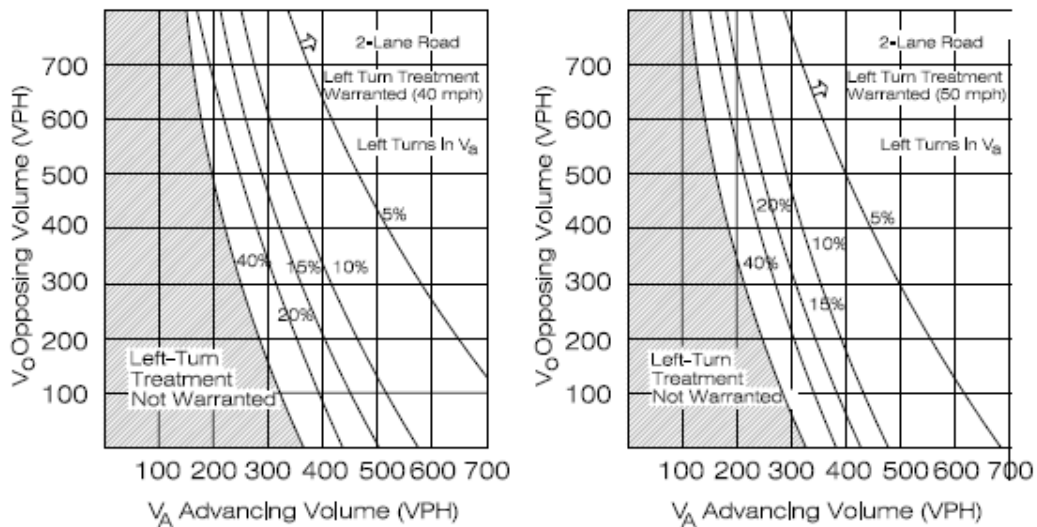
APPENDICES:

Aerial Image (Google Earth)



Berthoud Parkway (LCR 17) Google Street View





Notes: 1. Left turn lanes are required at all intersections and all-movement accesses on arterial roadways except where roundabouts are provided.

VOLUME WARRANTS FOR LEFT TURN LANES AT UNSIGNALIZED INTER.

LARIMER COUNTY
URBAN AREA
STREET STANDARDS

DESIGN
FIGURE

REVISION NO:

DATE: 12/14/00

FIGURE

8-1

Land Use: 210

Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077, 1078, 1079

Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 174

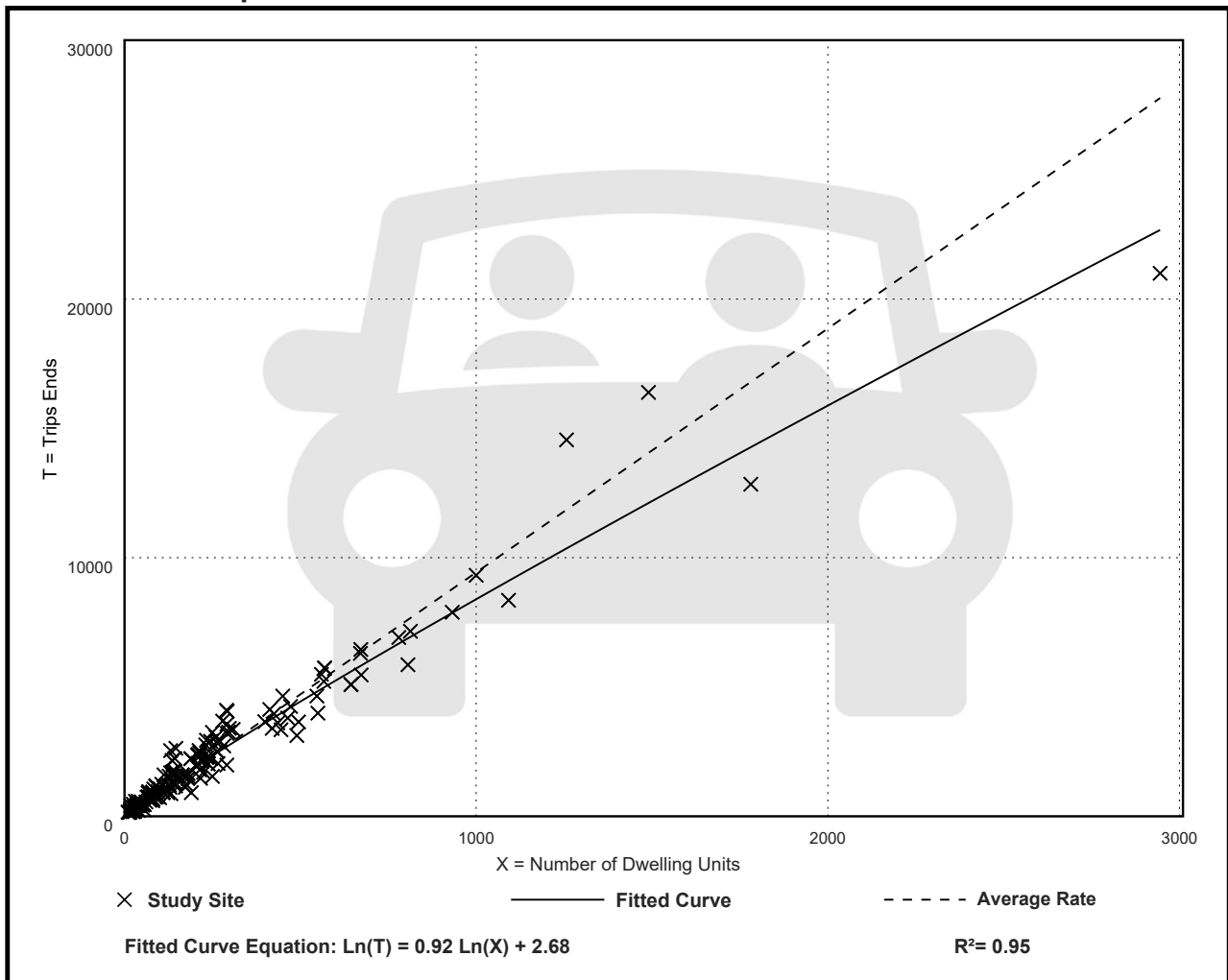
Avg. Num. of Dwelling Units: 246

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 192

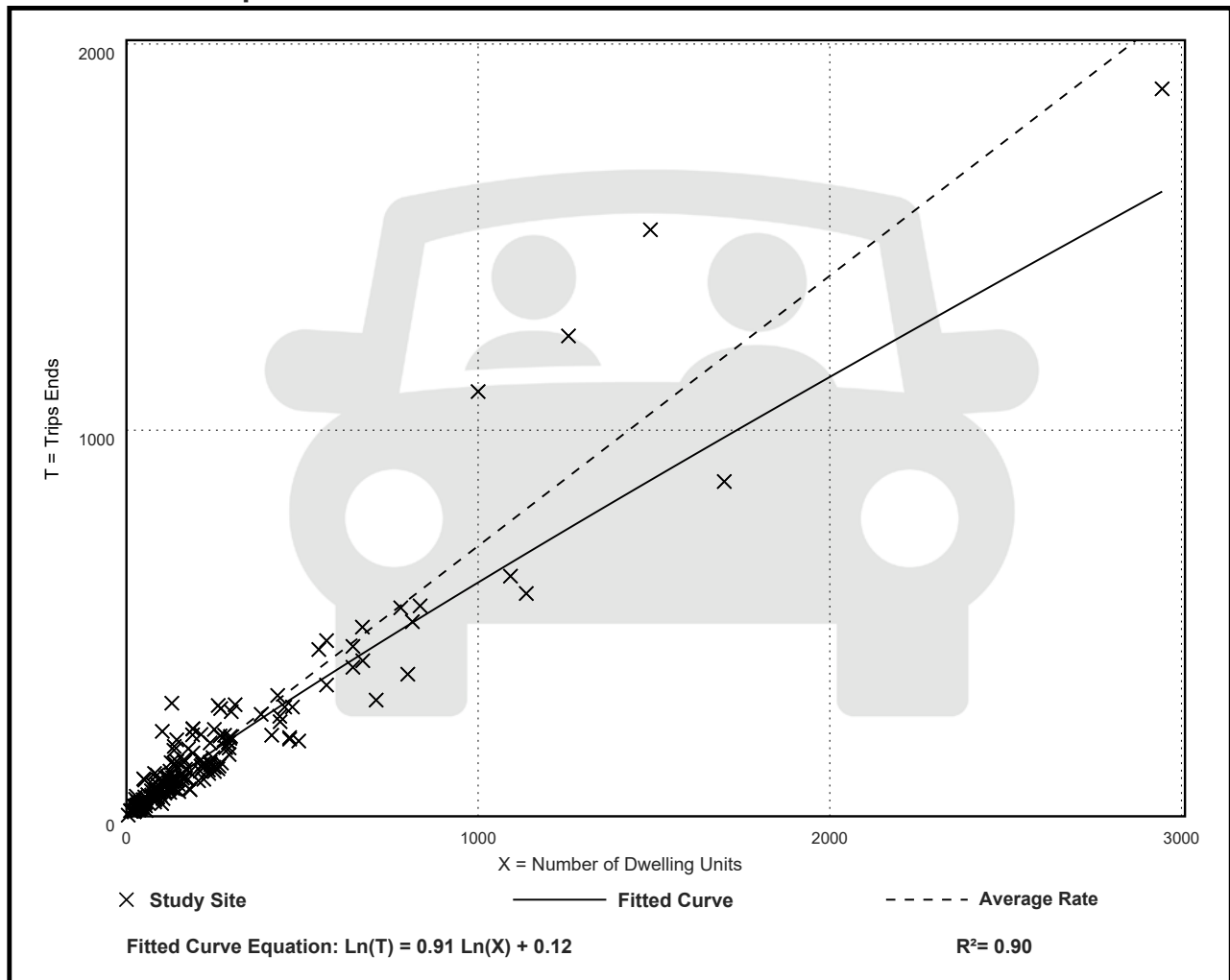
Avg. Num. of Dwelling Units: 226

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

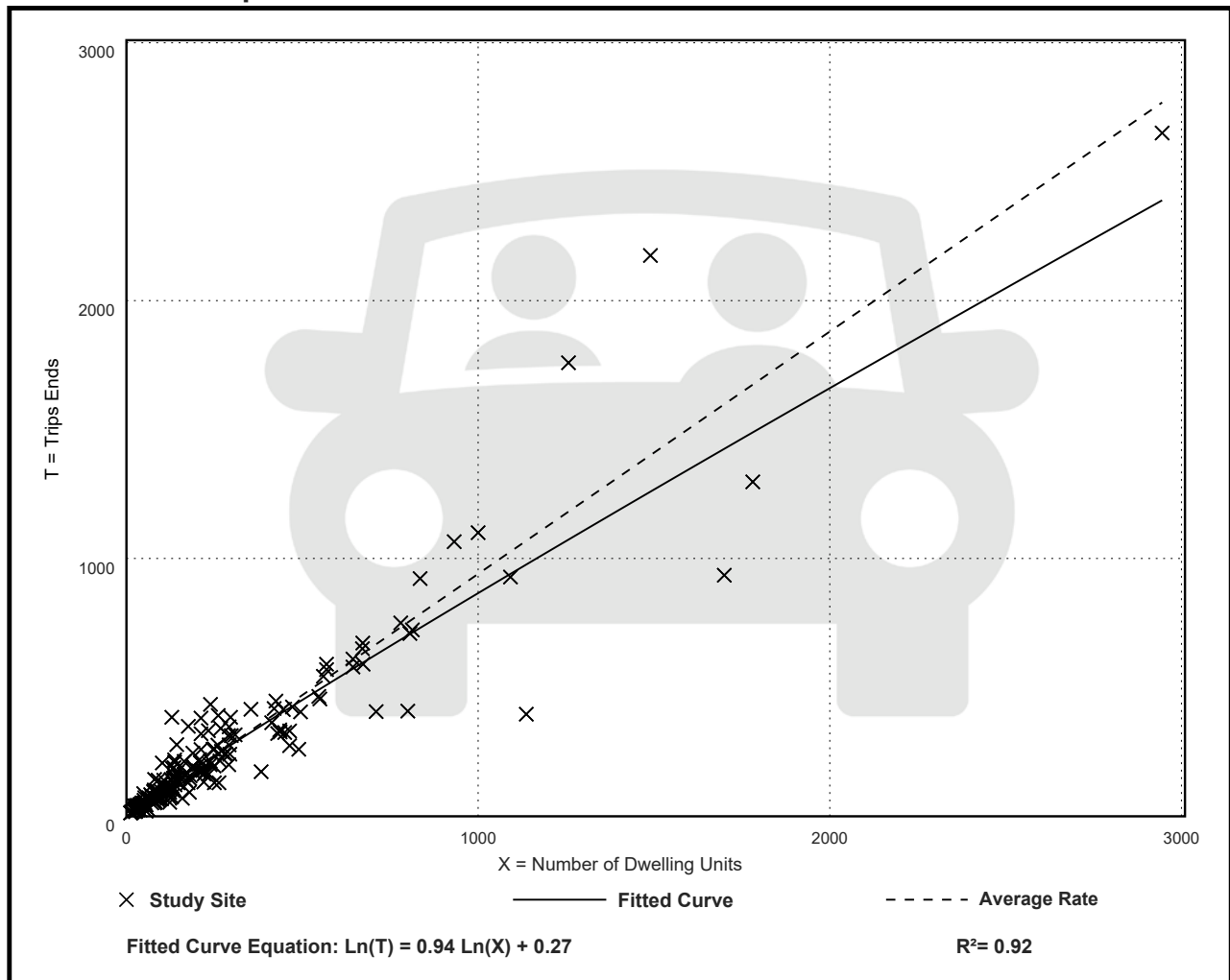
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 169

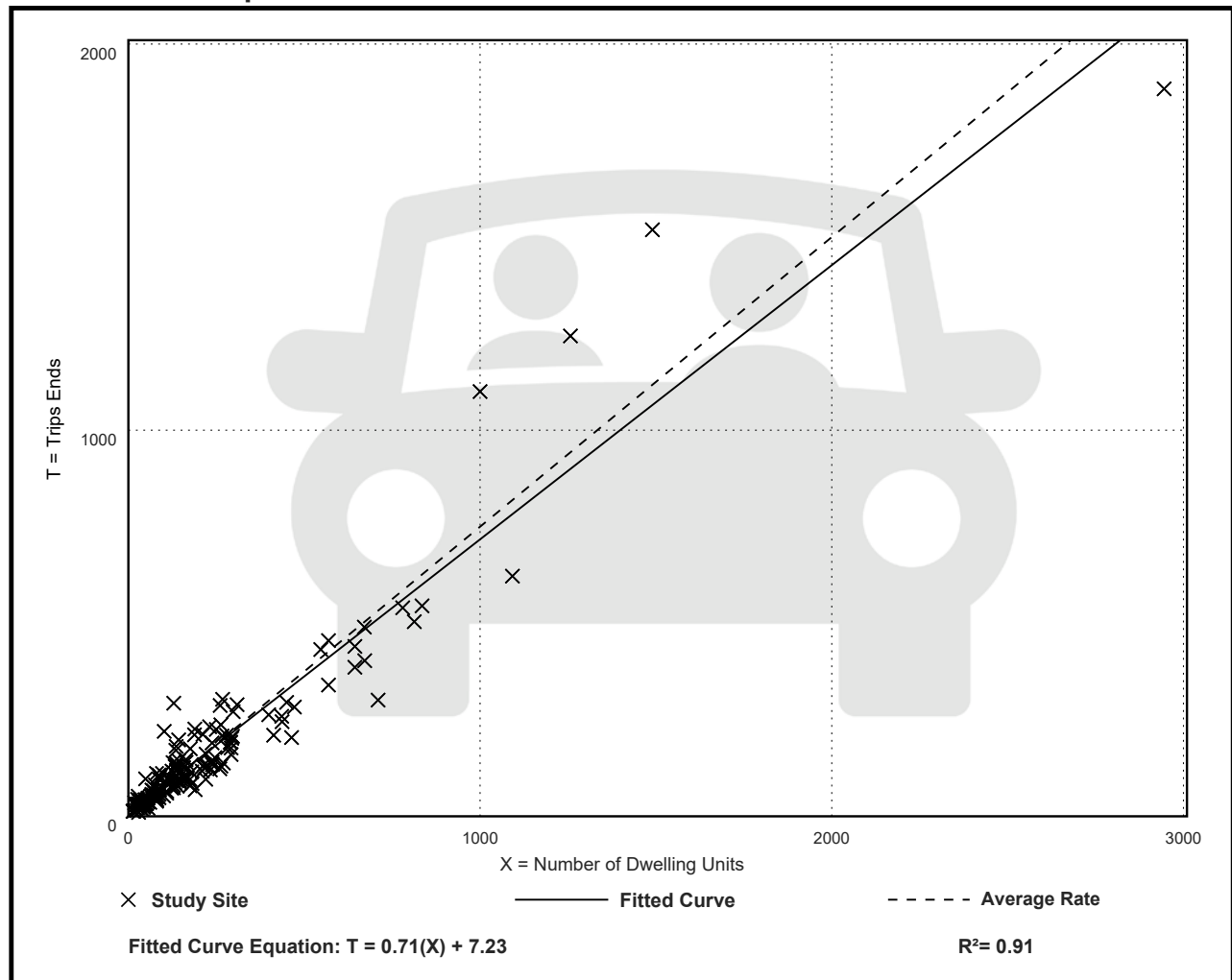
Avg. Num. of Dwelling Units: 217

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.75	0.34 - 2.27	0.25

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 178

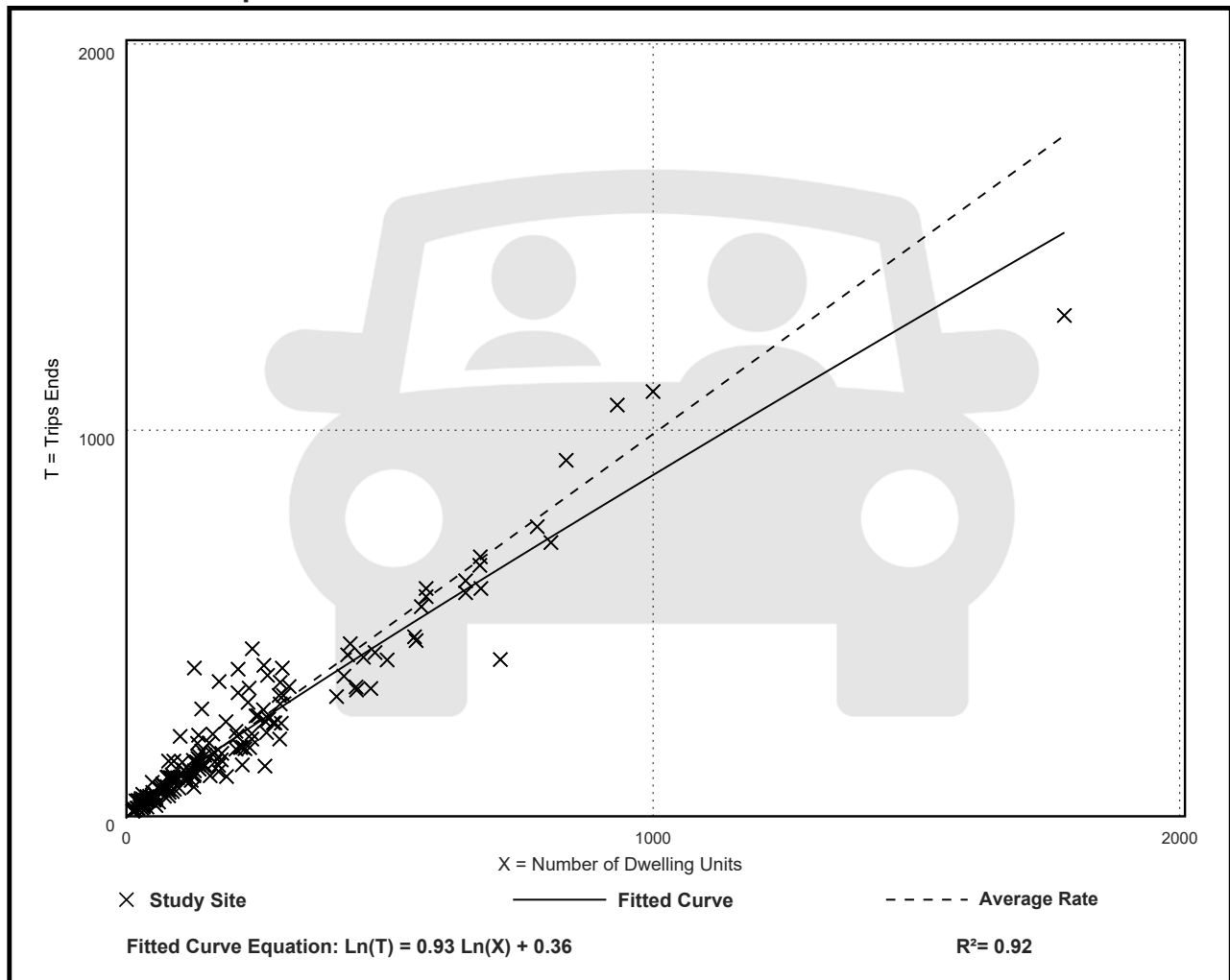
Avg. Num. of Dwelling Units: 203

Directional Distribution: 64% entering, 36% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.99	0.49 - 2.98	0.28

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 63

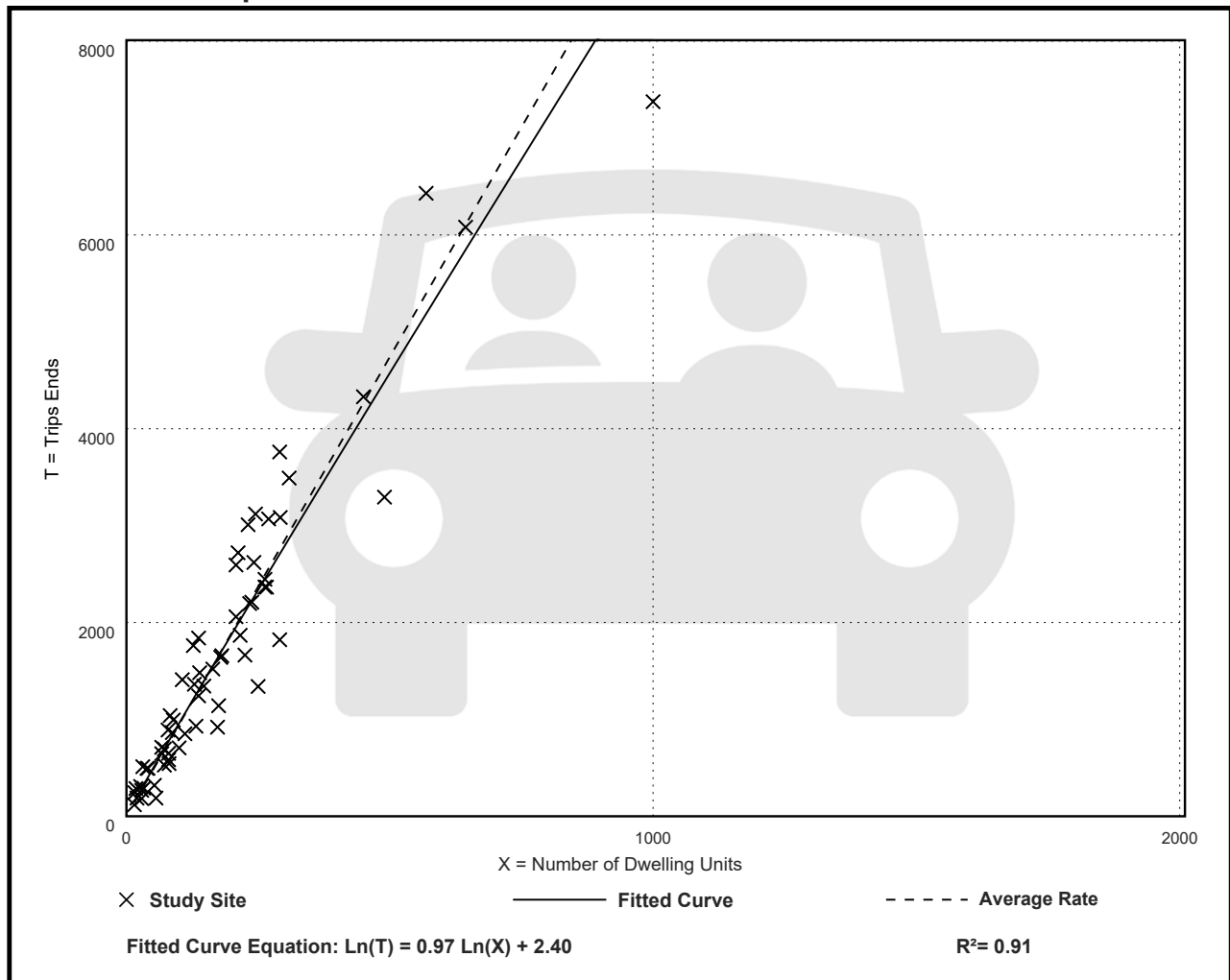
Avg. Num. of Dwelling Units: 179

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.48	3.36 - 16.52	2.26

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 42

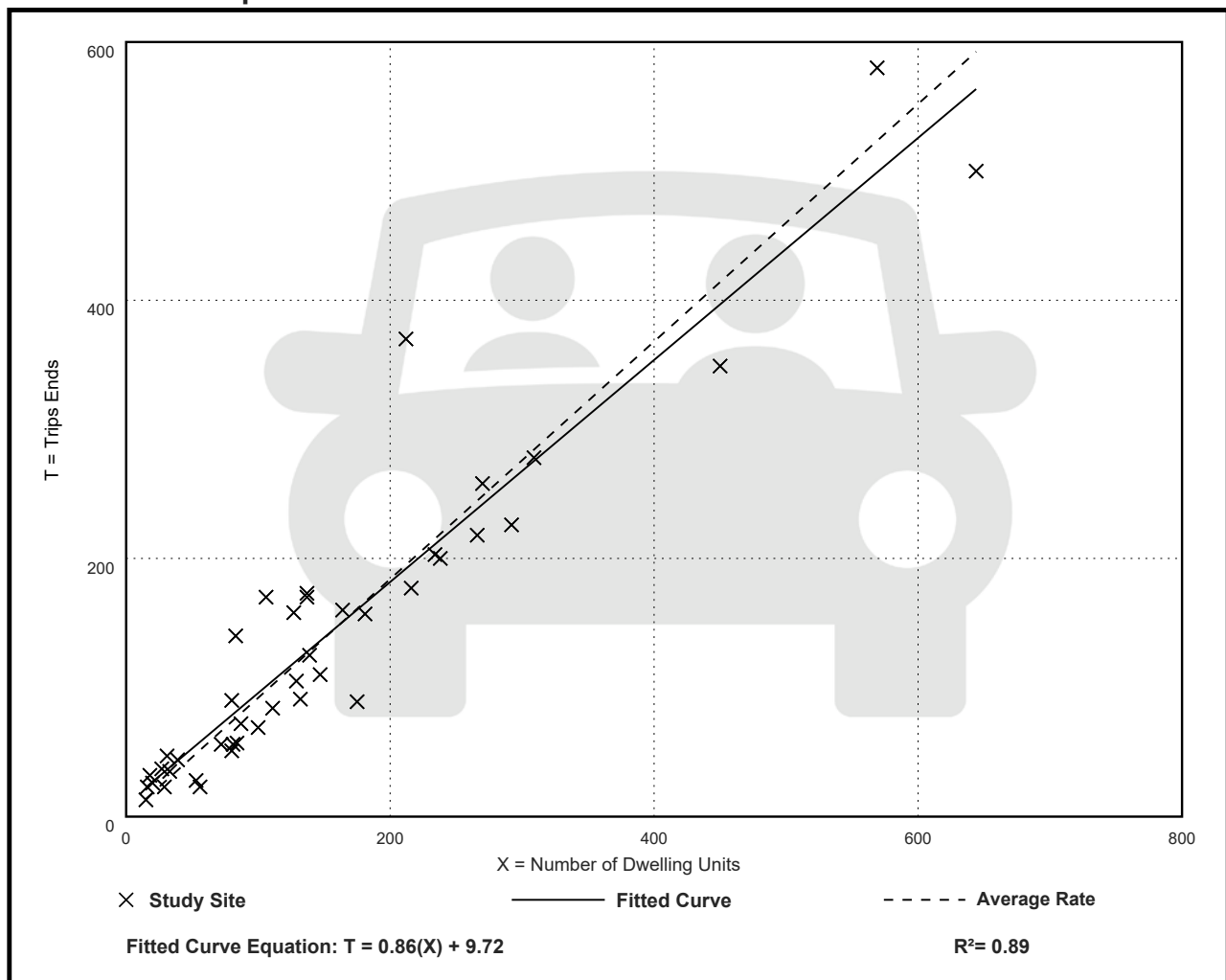
Avg. Num. of Dwelling Units: 152

Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.92	0.41 - 1.78	0.27

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 60

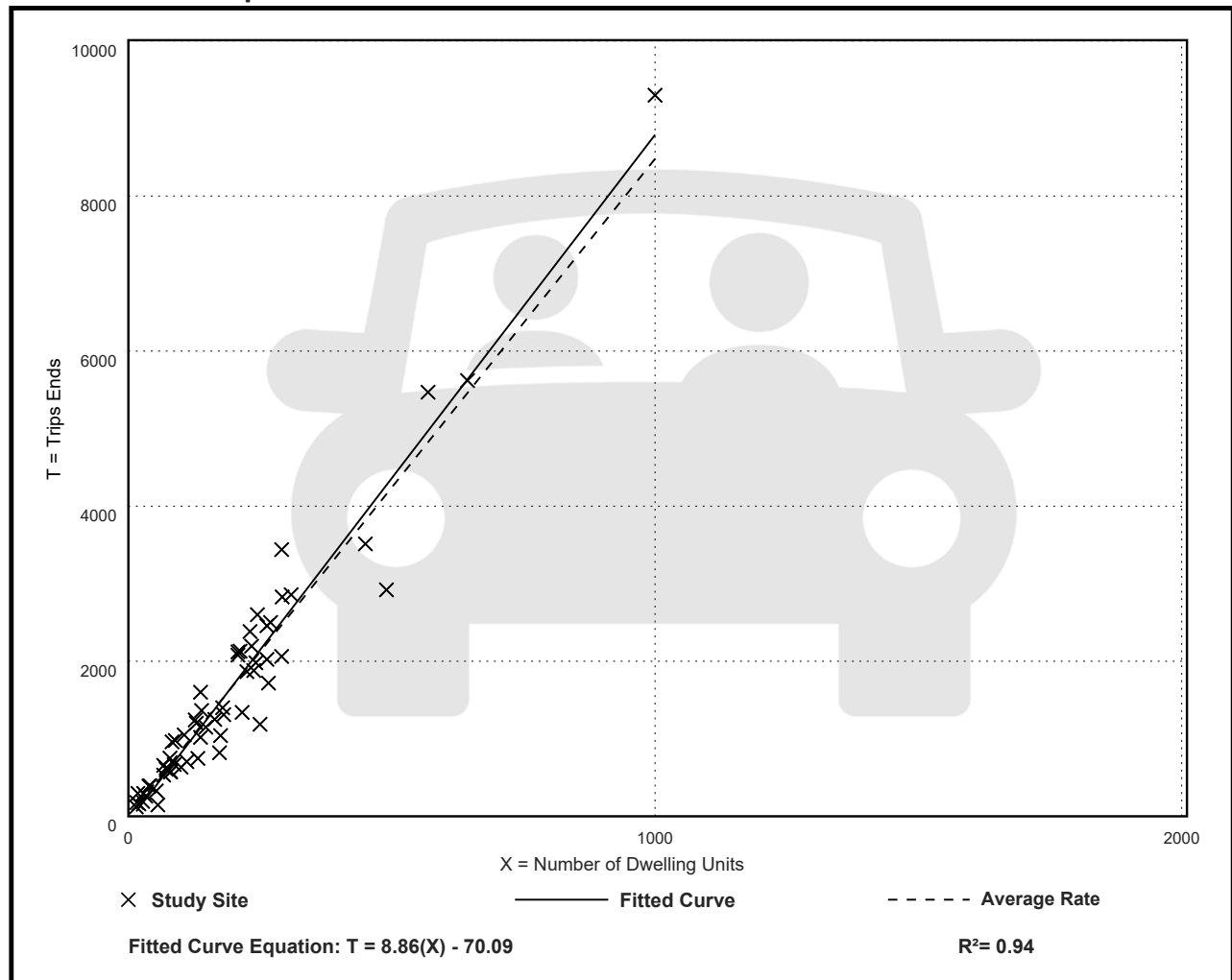
Avg. Num. of Dwelling Units: 186

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
8.48	2.61 - 16.44	1.74

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 40

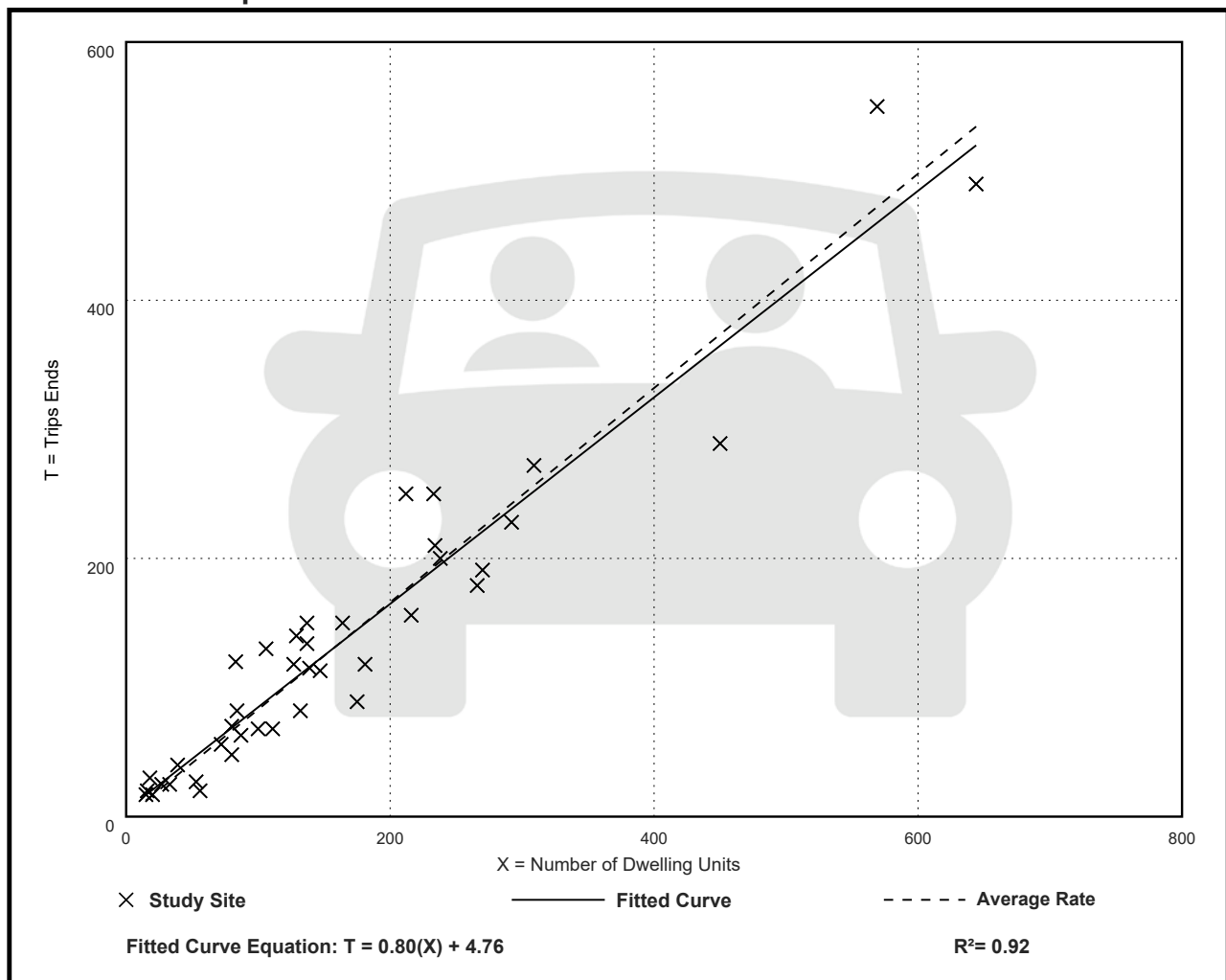
Avg. Num. of Dwelling Units: 162

Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.83	0.36 - 1.67	0.19

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 30

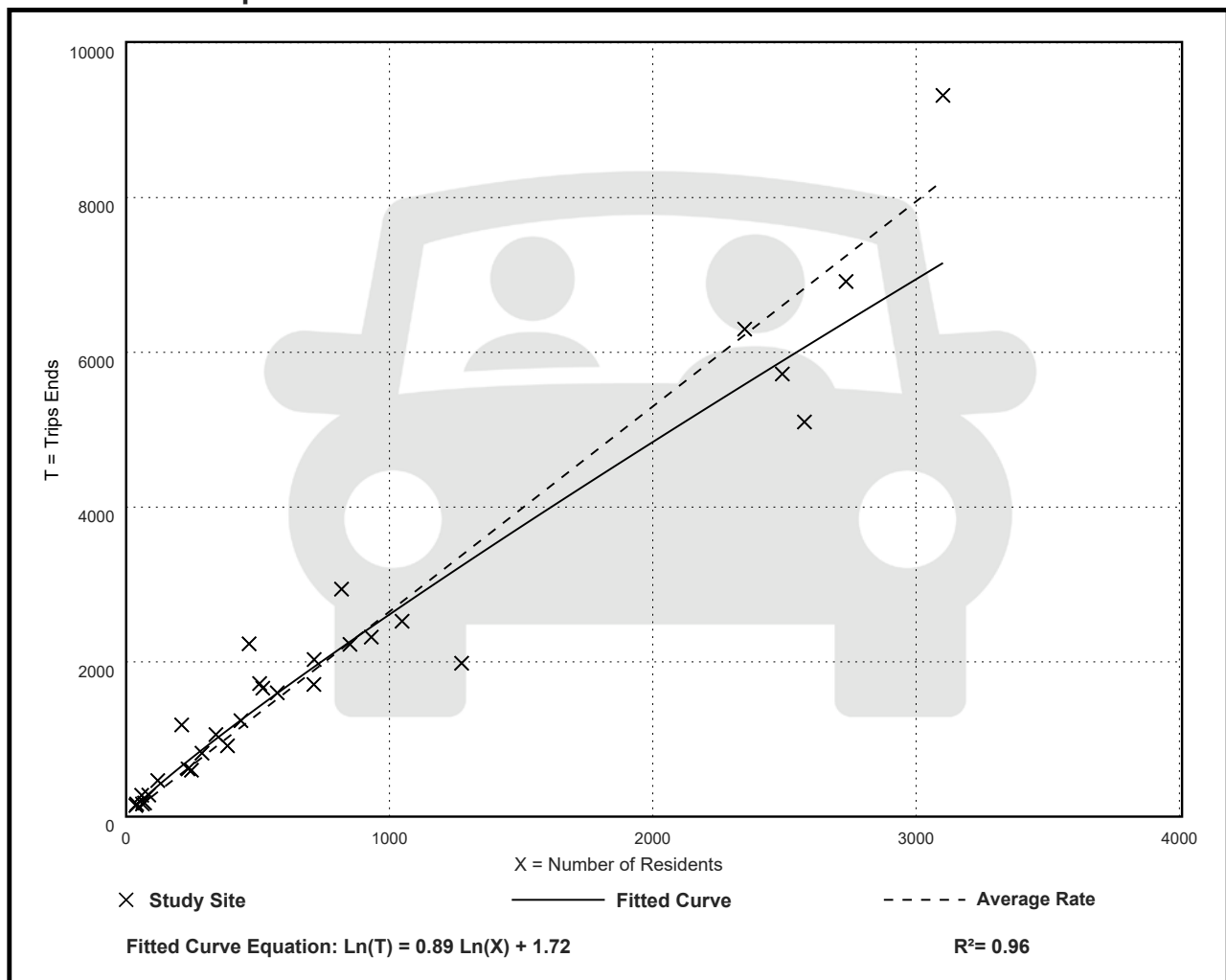
Avg. Num. of Residents: 810

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
2.65	1.56 - 5.62	0.64

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

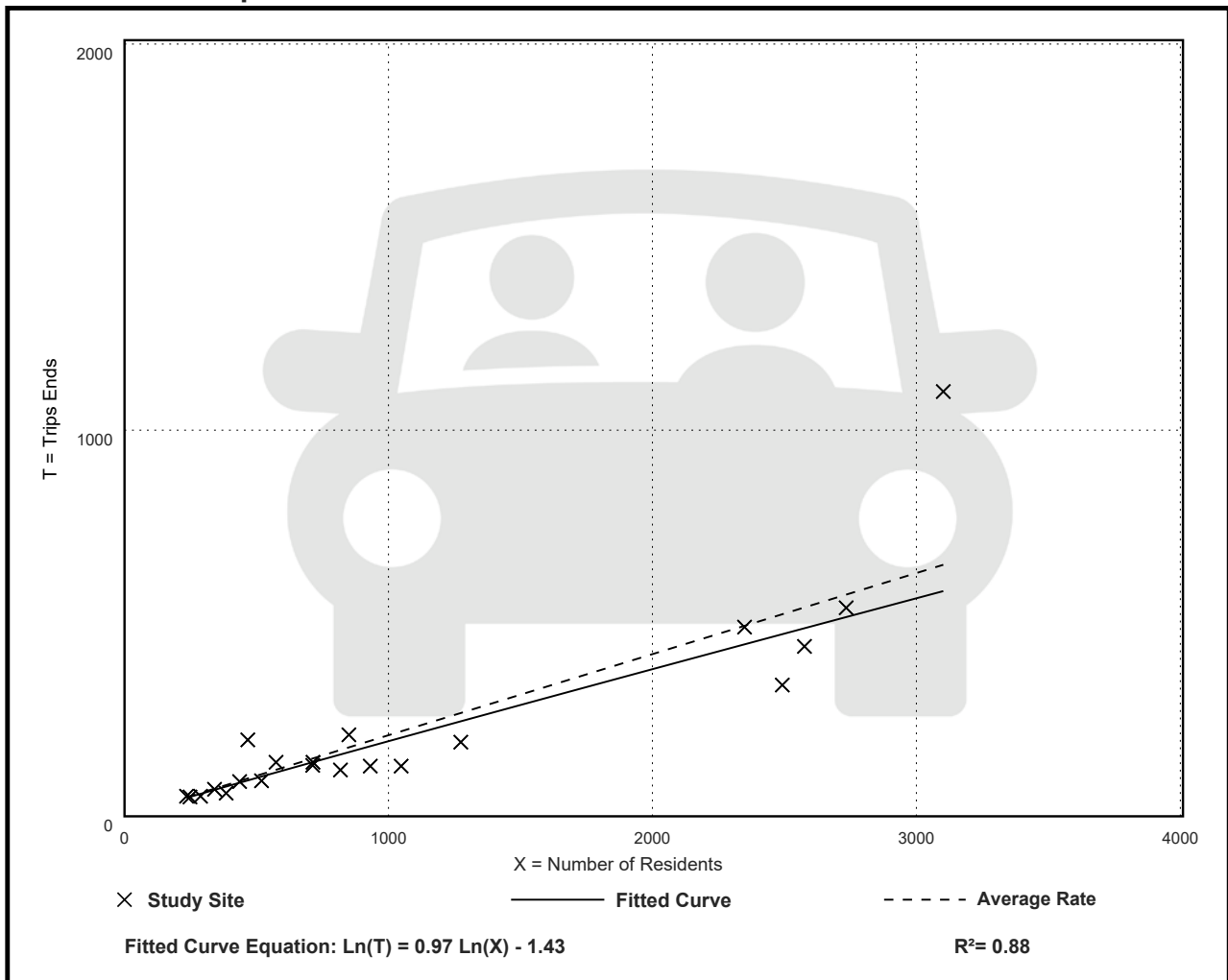
Avg. Num. of Residents: 1100

Directional Distribution: 31% entering, 69% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.21	0.12 - 0.42	0.08

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

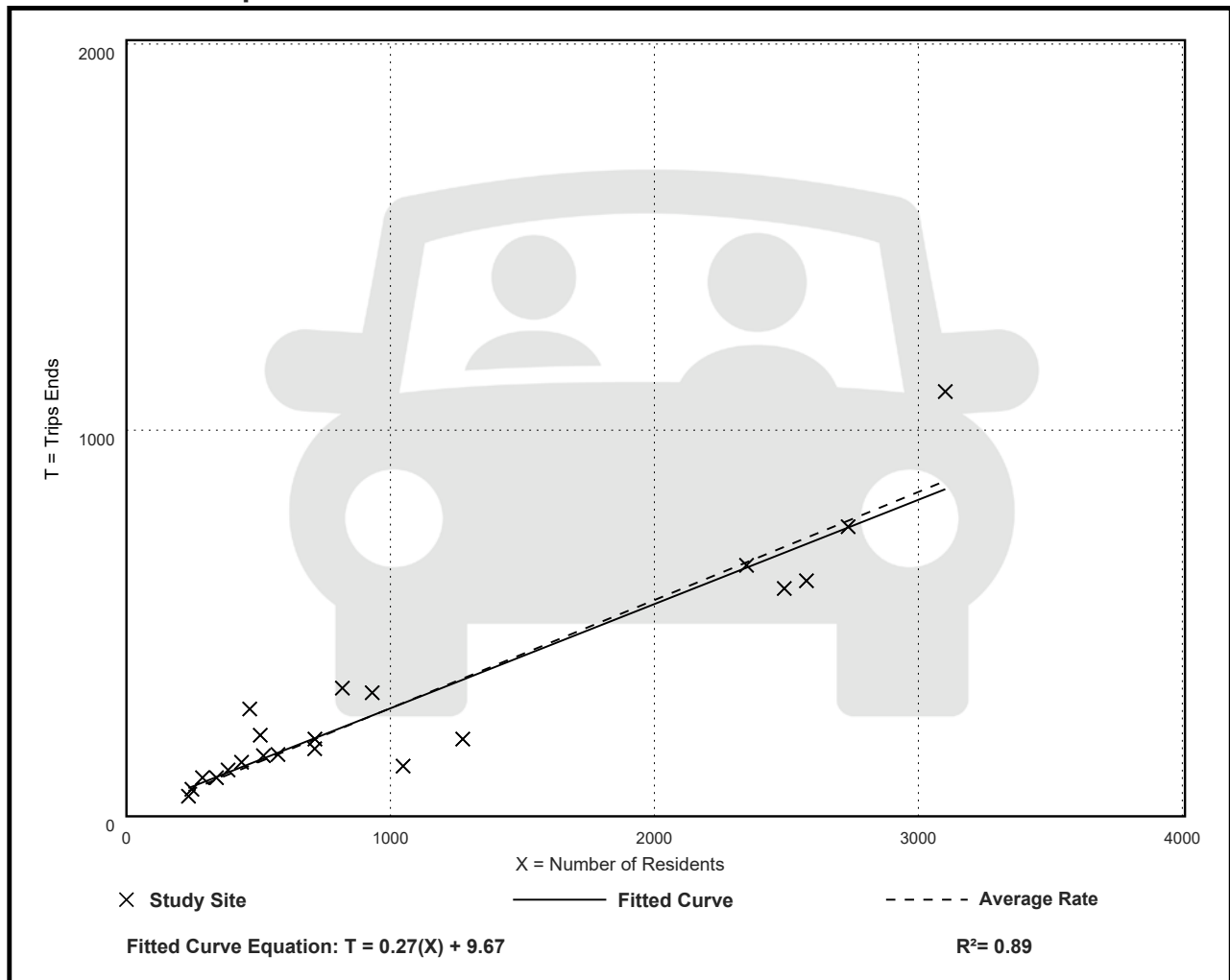
Avg. Num. of Residents: 1083

Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.28	0.12 - 0.60	0.08

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 22

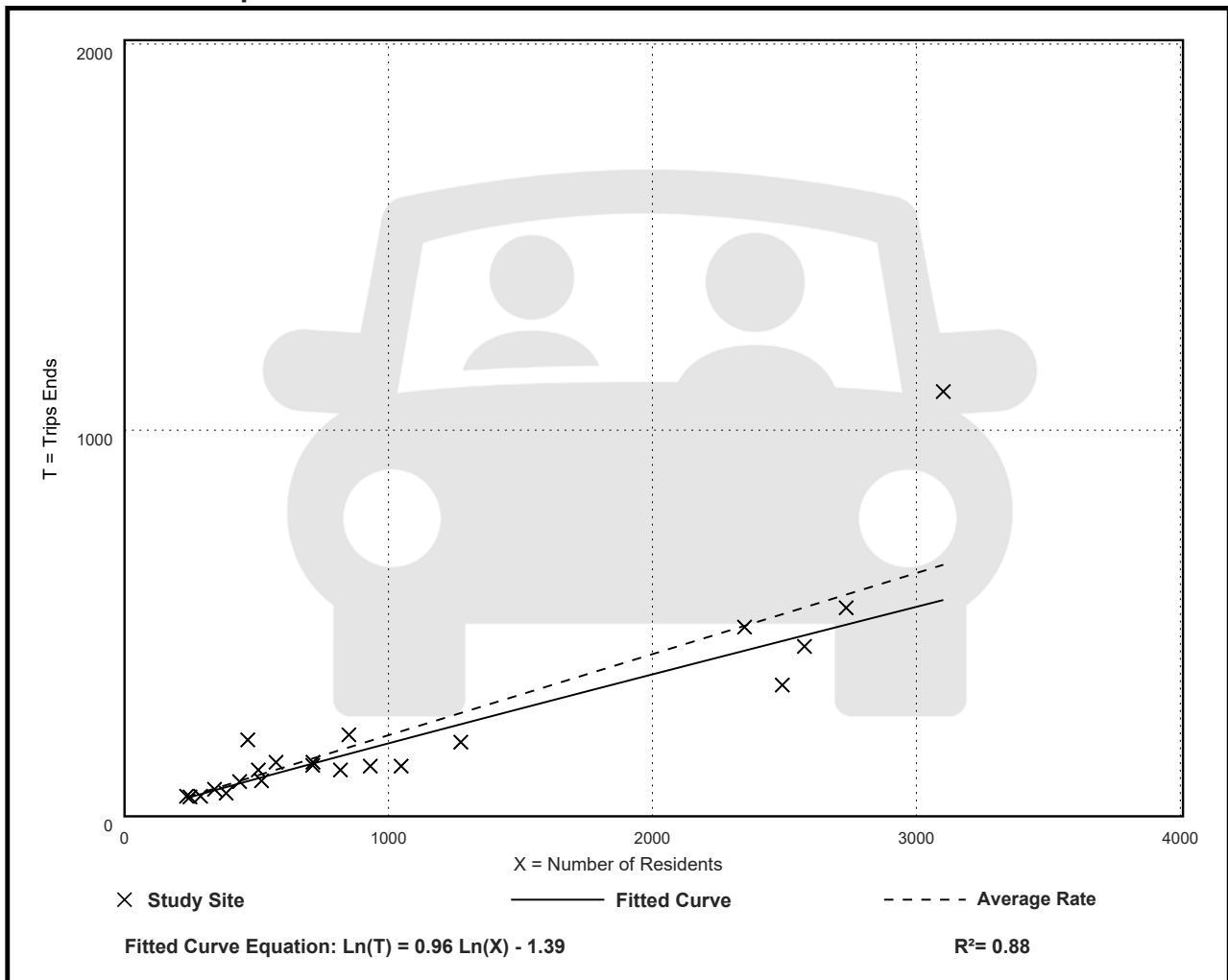
Avg. Num. of Residents: 1073

Directional Distribution: 30% entering, 70% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.21	0.12 - 0.42	0.08

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 21

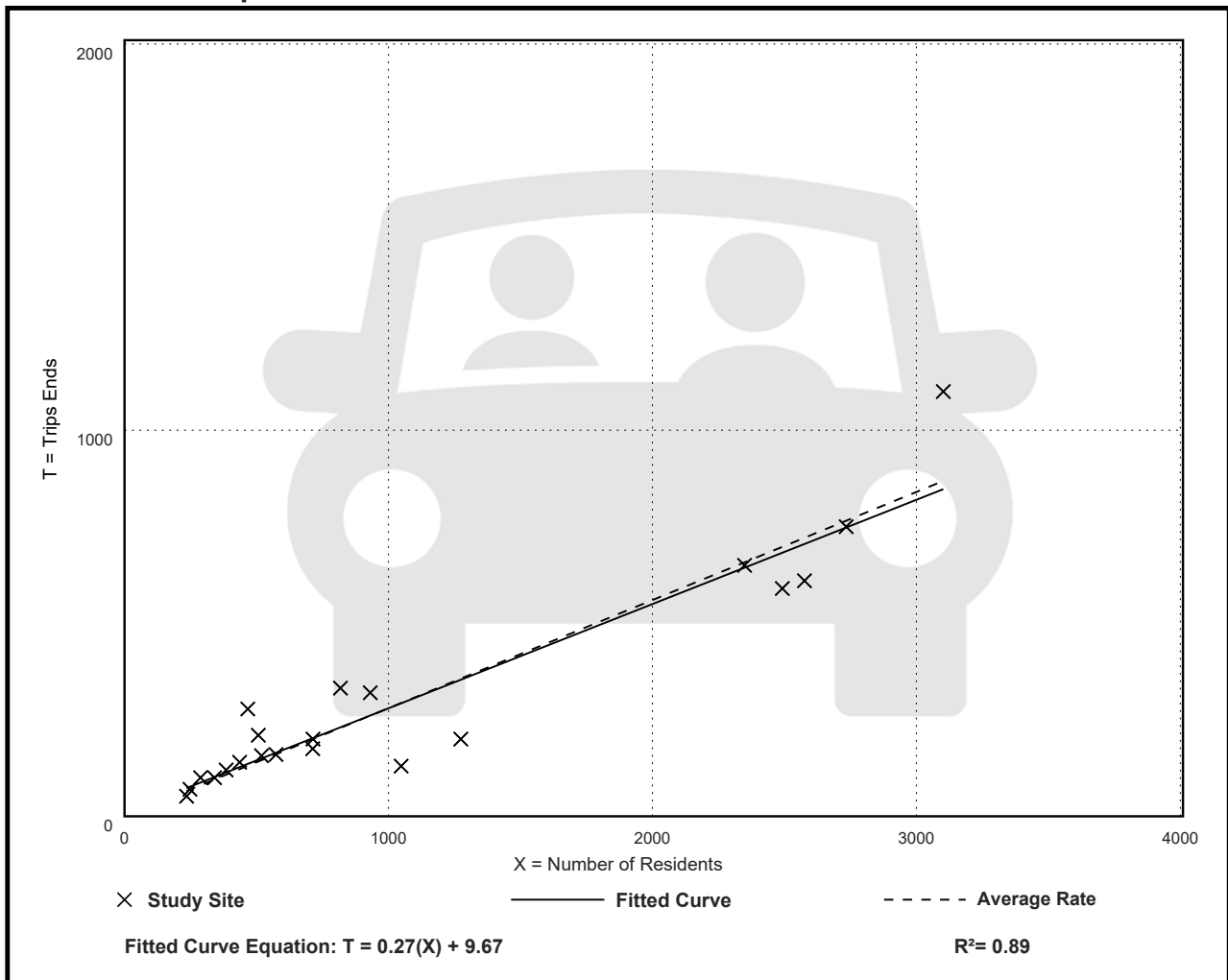
Avg. Num. of Residents: 1083

Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.28	0.12 - 0.60	0.08

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents
On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 14

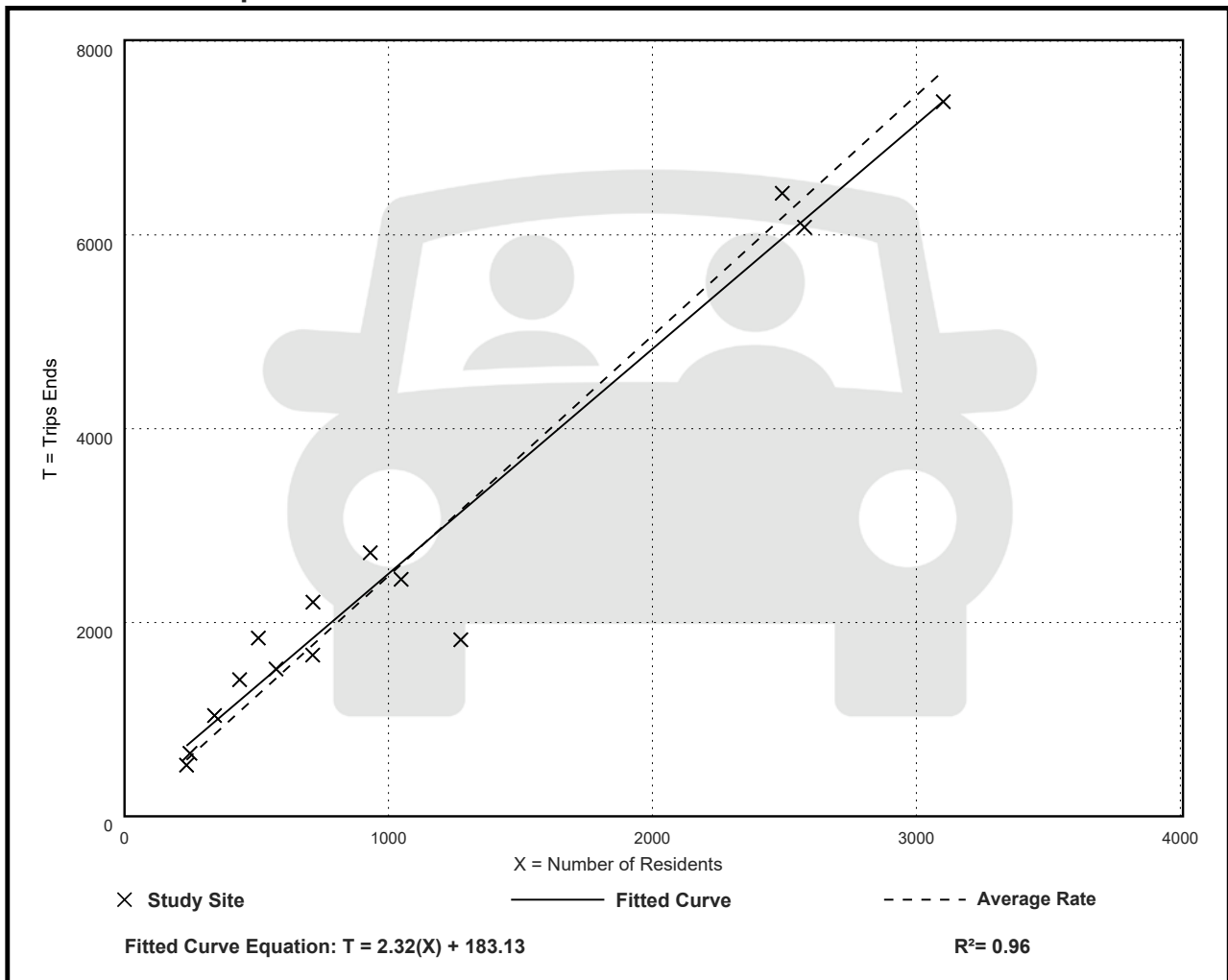
Avg. Num. of Residents: 1085

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
2.48	1.43 - 3.63	0.46

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 11

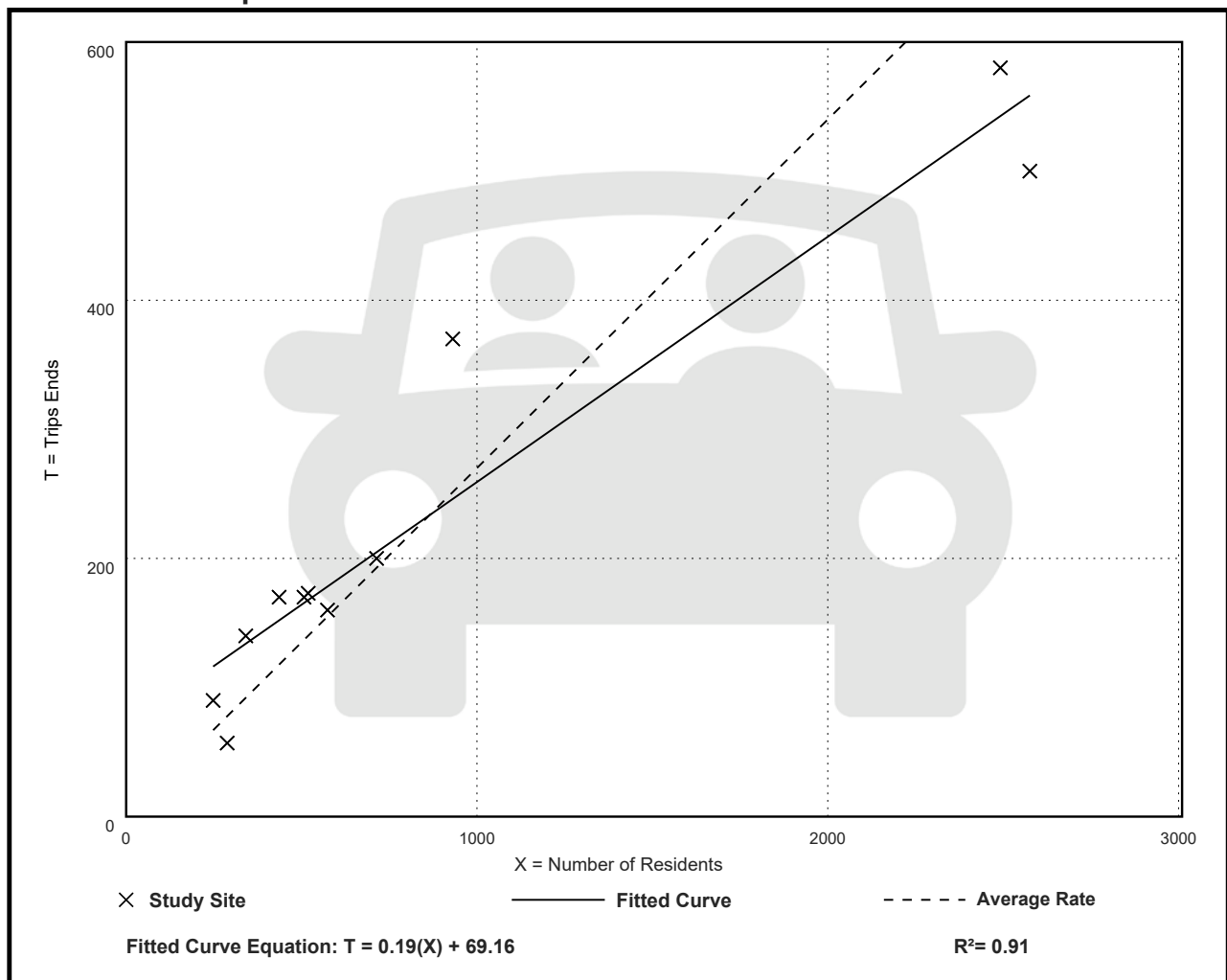
Avg. Num. of Residents: 875

Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.27	0.19 - 0.41	0.08

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 14

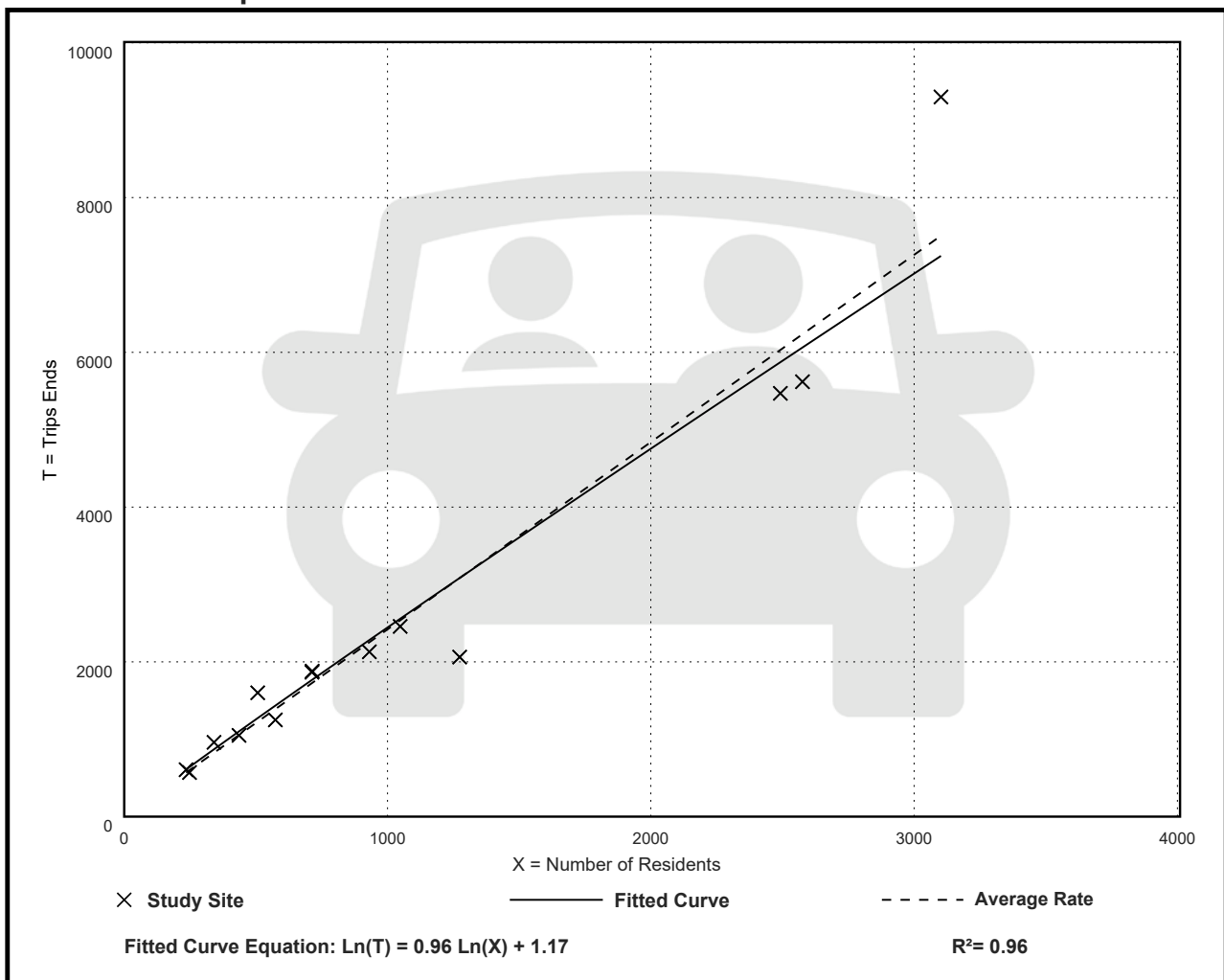
Avg. Num. of Residents: 1085

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
2.42	1.62 - 3.16	0.43

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 12

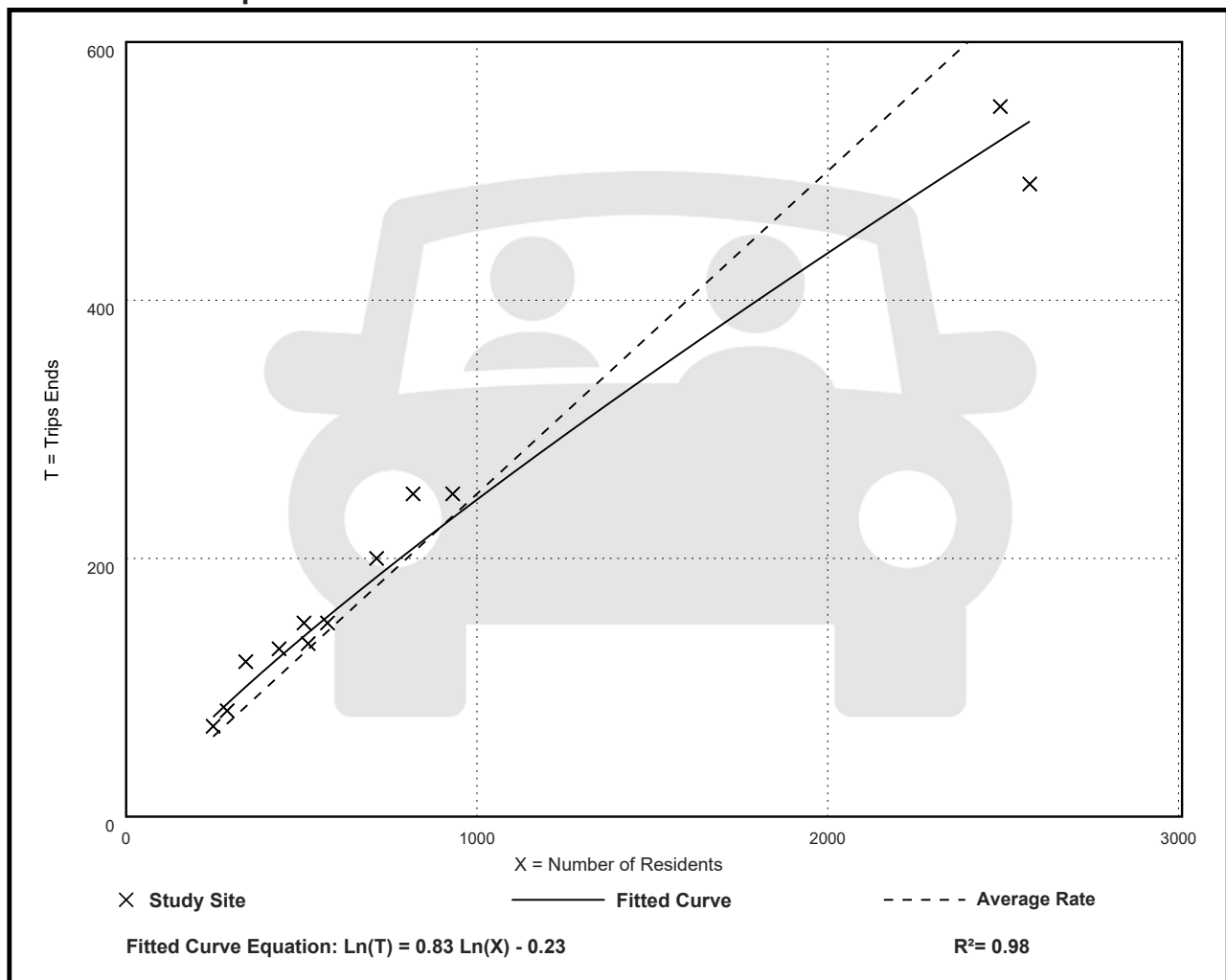
Avg. Num. of Residents: 870

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.25	0.19 - 0.35	0.05

Data Plot and Equation





Sean Kellar, PE, PTOE

Principal Engineer

Education

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

Registration

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

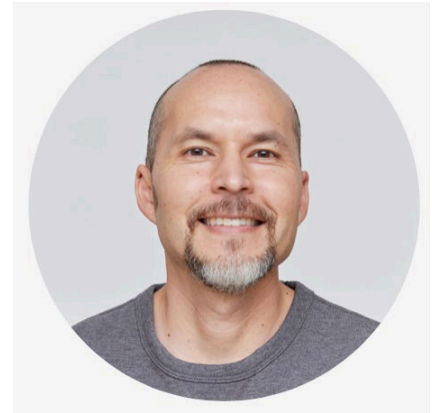
Professional Memberships

Institute of Transportation Engineers (ITE)

Industry Tenure

24 Years

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



WORK EXPERIENCE:

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

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

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

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

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



March 14, 2025

Town of Berthoud
807 Mountain Avenue
PO Box 1229
Berthoud, CO 80513
970.532.2643

Harvest West Subdivision - Zoning Assessment Report

This Zoning Assessment Report is to evaluate the effect of the proposed rezoning of a 34.61 acre development located along US Highway 287. It is a quarter mile north of West County Road 4E and a quarter mile west of Berthoud Parkway. The property is a portion of the northwest quarter of the northeast quarter of Section 27, Township 4 North, Range 69 West of the 6th Principal Meridian, County of Larimer, State of Colorado. The existing zoning is Larimer County RR2- Rural Residential and is proposed to change to Suburban Residential (SR).

I. Rationale for the proposed zoning

The rezone request is intended to support the proposed development of Harvest West, which includes a variety of housing options, specifically single-family detached homes, single-family detached alley homes, and two-family homes, all of which will be reviewed with the platting, architectural diversity and building permit processes. In addition to these residential units, the development will encompass the necessary infrastructure to ensure proper accessibility and functionality for future residents.

The 2021 Future Land Use Map envisions suburban residential on this property therefore the proposed zoning designation of SR (Suburban Residential) aligns with the Future Land Use Map and the suburban character district. The proposed use is a continuation of the Harvest North and South projects located directly east. This alignment not only supports the Town's vision for balanced growth and development but also aims to enhance the overall community by providing diverse housing options that cater to different needs.

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

The anticipated impacts of this development on the existing adjacent properties are expected to be minimal. To the north, the neighboring lots are zoned as Suburban Residential (SR), which aligns with our proposed zoning change. To the east, the properties are designated as R1, while the lots to the west and south are zoned as FA-1 (Agricultural).

Our proposal to rezone the property to SR is designed to ensure compatibility with the surrounding zoning classifications and to foster a cohesive community environment. At this time, there are no identified areas of conflict between the proposed development and adjacent properties. Furthermore, this rezoning aligns with the objectives outlined in the Berthoud Comprehensive Plan, which promotes thoughtful and sustainable development practices. For example, the project proposes bike and pedestrian trails, private parkland, open space, tree lined streets as well as proximity to the Town's urban center limiting vehicular movements to commercial centers. We are committed to working

collaboratively with the community to ensure that this development enhances the overall character and livability of the area.

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

We anticipate minimal impact on the existing transportation system when comparing it to the existing and proposed impacts. Per the preliminary traffic impact study, the project is anticipated to generate 811 daily weekday trips, 60 AM total peak hour trips, and 81 PM total peak hour trips, all based on a total of 86 dwelling units. There are existing left turn deceleration lanes on S. Berthoud Parkway at both full movement intersections (Art Drive and Swan Peter Drive) and per the preliminary traffic impact study, are sufficient to accommodate this development as well as potential future development to the south. As we move forward to preliminary plat review, a further evaluation of the expected traffic and its potential impacts will be conducted. This assessment will ensure that transportation concerns are addressed proactively, maintaining the safety and efficiency of the roadway network for all users.

IV. Availability of utilities for any potential development

Water service will be provided by utilizing the water mains that have been stubbed to this property from Art Drive and Swan Peter Drive. This infrastructure will ensure a reliable supply of potable water for residential use. A water model was run for the proposed on-site system and was found to conform to the 2018 international fire flow requirements and therefore will adequately meet the Town's criteria. This information is included with the Utility Study for Harvest West.

Sanitary sewer service will be provided by extension of an existing sanitary main from Art Drive and Swan Peter. Calculations were performed for the capacity of the proposed and existing downstream sanitary sewer pipes. The study found that the existing sewer system has adequate capacity for the development of this site as well as future upstream developments north of CR4E.

Private/Dry utilities will be provided by tying into existing mains installed in the Harvest Ridge North and Harvest Ridge South Subdivisions. Xcel Energy has supplied a will serve letter stating that gas facilities can be made available to serve this development. Similarly, Poudre Valley Rural Electrical Association (PVREA) has provided a will serve letter stating that they will be able to provide service for all electrical loads for this development. Hilltop Broadband and Comcast will provide fiber optic and communication services for this development.

Stormwater will be managed through a combination of sheet flow and a curb and gutter system that directs runoff to inlets distributed throughout the subdivision. These inlets will discharge into proposed detention facilities designed to temporarily hold stormwater and gradually release it, thereby reducing the risk of flooding and erosion. The design will also consider environmental impact, promoting infiltration and reducing pollutants before runoff enters local waterways.

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

Impacts to public services and facilities are acknowledged. Due to an increase in residents, there will be an increased demand for services from the fire and police departments. The Harvest community has partnered with the Larimer County Sheriff Department to install and maintain flock cameras and license plate readers that are connected to law enforcement networks. The development will offer recreational

amenities for the community. It will include 0.94 acres of dedicated park space, 3.92 acres of open space, and an impressive 1,233 linear feet of soft surface trails, complemented by 11,437 linear feet of concrete sidewalks and trails. Designed with families and grandchildren in mind, the development includes a proposed playground, offering a secure and enjoyable space for residents to bring their children and grandchildren for fun and recreational activities. These features are designed to promote outdoor activity and provide residents with enjoyable spaces for leisure and exercise. Including these features encourages residents to enjoy neighborhood recreational amenities rather than relying solely on local parks, recreation centers, and trails. While town amenities will still be accessible and used by residents, the focus on localized activities within the neighborhood helps reduce the strain on the area's broader recreational infrastructure.

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

The proposed rezoning of this property is consistent with the Town's Comprehensive Plan 2021 Land Use Goals. Within the Comprehensive Plan is the Town's Future Land Use map designating this property as suburban residential. The Zoning proposal, which will also be consistent with the adjacent Harvest North and South projects, will contain the characteristics outlined in the Comprehensive Plan: urban architecture, streetscapes with lined trees, private common spaces and walkable amenities to create opportunities for neighborhood activation.

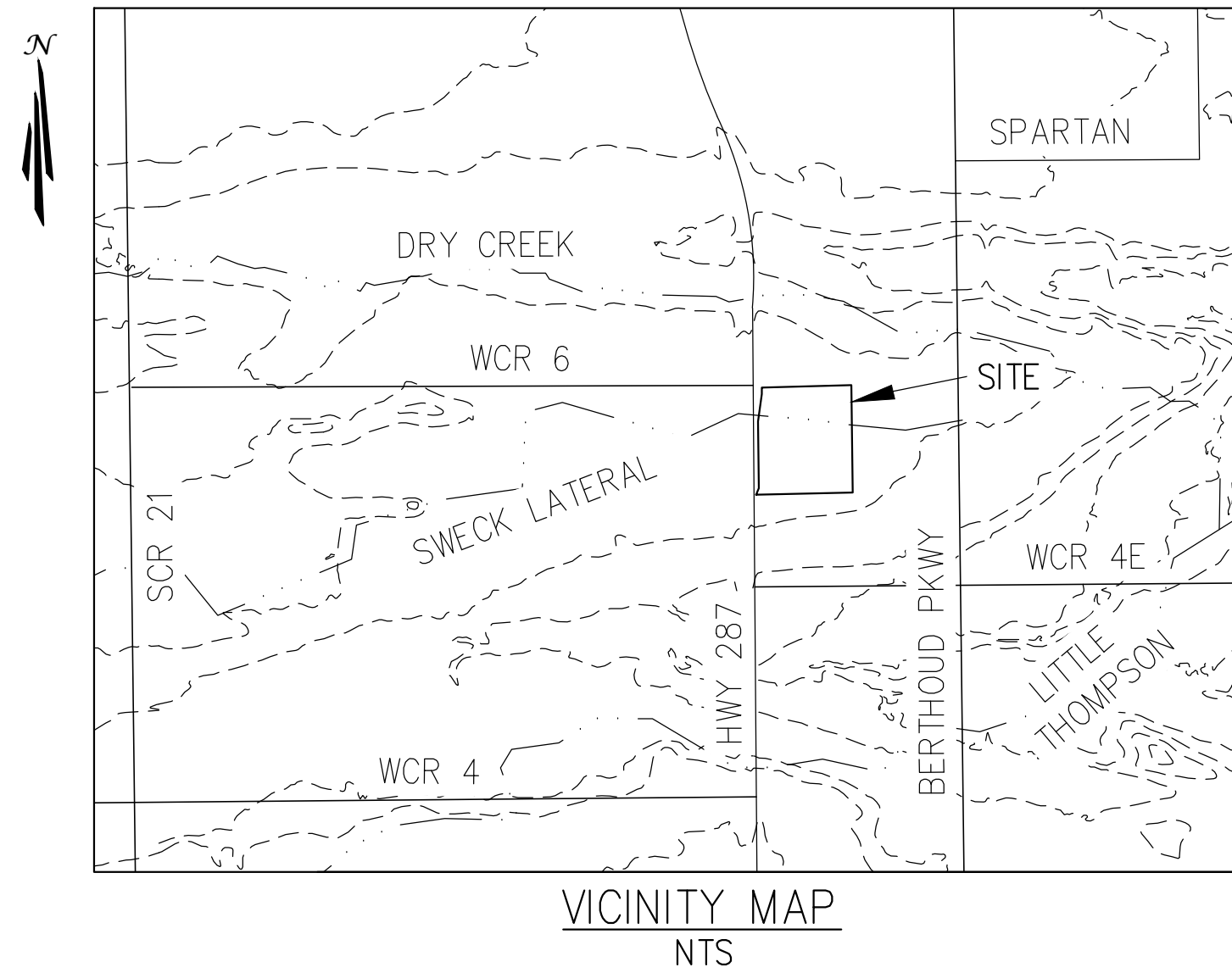
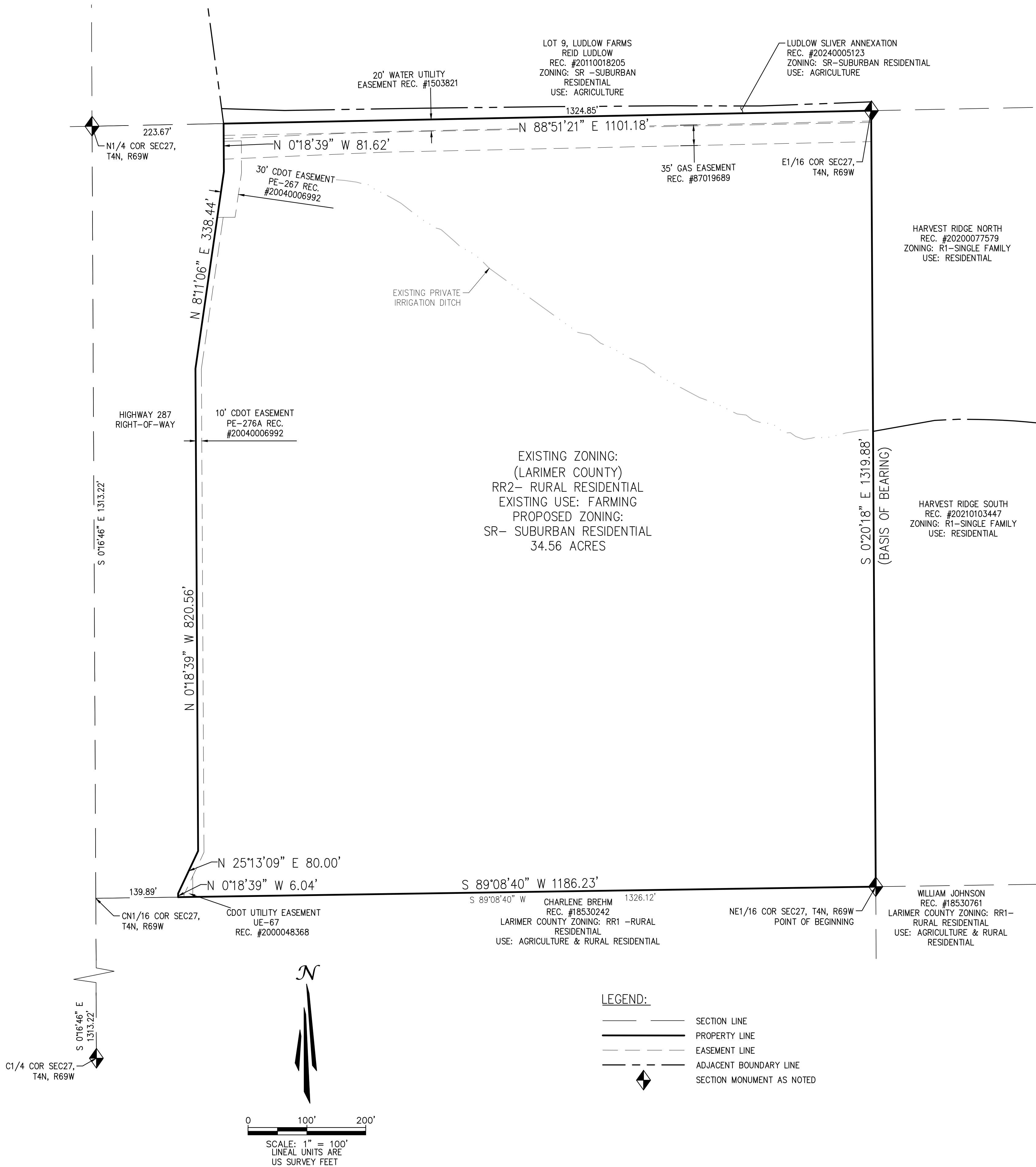
VII. Public benefits arising from the proposal

The development of Harvest West will provide beneficial recreational amenities for the community. Introducing a proposed pocket park with a playground provides a vibrant space for families to enjoy quality time with their children while connecting with neighbors and fellow residents. Additionally, a new trailhead and accompanying trail system will connect with existing trails in neighboring communities as well as the future regional trail systems, promoting continuity and enhancing recreational opportunities for the Berthoud community.

The project will also introduce a diverse range of housing options, including detached single-family homes, detached alley single-family homes, and two-family homes, catering to various preferences and needs. Furthermore, the development is expected to generate increased tax revenue, contributing positively to the local economy as well as having local builders reinvest into the local economy.

ZONING MAP
FOR HARVEST WEST ANNEXATION

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH
PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



ZONING DESCRIPTION:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 AS BEARING SOUTH 00°20'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1186.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287 THE FOLLOWING FIVE (5) COURSES: NORTH 00°18'39" WEST A DISTANCE OF 6.04 FEET; NORTH 25°13'09" EAST A DISTANCE OF 80.00 FEET; NORTH 00°18'39" WEST A DISTANCE OF 820.56 FEET; NORTH 08°11'06" EAST A DISTANCE OF 338.44 FEET; NORTH 00°18'39" WEST A DISTANCE OF 81.62 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE NORTH 88°51'21" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1101.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE SOUTH 00°20'18" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1319.88 FEET TO THE POINT OF BEGINNING, CONTAINING 34.56 ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARINGS BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS SOUTH 00°20'18" EAST ACCORDING TO THE PLAT OF HARVEST RIDGE NORTH.
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ENDORSEMENT 25201694, DATED FEBRUARY 21, 2025 WAS RELIED UPON FOR RECORD DATA REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS ZONING MAP.
3. THE TOTAL AREA OF PROPERTY IS 34.56 ACRES.
4. THIS MAP IS NOT A LAND SURVEY PLAT.
5. THE MINERAL RIGHTS ASSOCIATED WITH THE PROPERTY ARE OWNED BY THE PROPERTY OWNER. THERE IS NOT EVIDENCE AVAILABLE THAT MINERAL RIGHTS HAVE BEEN TRANSFERRED.
6. THE CURRENT ZONING OF THIS PROPERTY IN UNINCORPORATED LARIMER COUNTY IS RR-2, RURAL RESIDENTIAL. THE PROPOSED ZONING IN THE TOWN OF BERTHOUD IS SR, SUBURBAN RESIDENTIAL.
7. PROPERTY ADDRESS: NONE.

CERTIFICATE OF APPROVAL BY TOWN OF BERTHOUD:

THIS IS TO CERTIFY THAT THE REZONING OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE TOWN OF BERTHOUD, PASSED AND ADOPTED ON THE _____ DAY OF _____, A.D., _____ AND THAT THE MAYOR OF THE TOWN OF BERTHOUD AS AUTHORIZED BY SAID ORDINANCE OF BEHALF OF THE TOWN HEREBY FOR ALL ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION UPON WHICH THE CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED HEREON.

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, COLORADO THIS _____ DAY OF _____, A.D., _____

MAYOR

THE FOREGOING MAP IS APPROVED FOR FILING AND ACCEPTED BY THE TOWN OF BERTHOUD, COLORADO, THIS _____ DAY OF _____, A.D., _____

ATTEST:

TOWN CLERK

OWNERS CERTIFICATE:

HT LAND PARTNERS LLC

ALEX HOIME, MANAGER FOR
HT LAND PARTNERS LLC

STATE OF COLORADO)
SS)
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 20____
BY ALEX HOIME, MANAGER FOR HT LAND PARTNERS LLC

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SURVEYORS CERTIFICATE:

I, VLADI SKREJEV, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE REZONING MAP SHOWN HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THE MAP WAS COMPILED USING EXISTING PLATS, DEEDS, AND LEGAL DESCRIPTIONS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DATED THIS _____ DAY OF _____, 20____

VLADI SKREJEV, PLS 38705

ZONING AMENDMENT MAP

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO.

DRAWN: KR
DATE: 10/17/2024
CHECKED: SBV
DATE: _____
REVISION #: _____
DATE: _____
JOB NO: C01568B

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& ASSOCIATES

NO. DESCRIPTION BY DATE REVISIONS

TOWN BOARD INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	July 29, 2025
Agenda Title/Subject:	Summary of engagement activities and forecast to Land Development Code updates
Type of Item:	Presentation
Purpose:	Review engagement activities directing modifications to the Land Development Code and summarizing the modifications to be presented at a future public hearing
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

There are no attachments.

BACKGROUND:

During its retreat in 2024, the Board of Trustees identified economic development as a priority. The Board expressed interest in having a better understanding of the work the Business Development Department does to retain and attract additional businesses to Berthoud. The Town provided insight from the Business Development Department by Manager, Walt Elish along with representatives from the business development community in Northern Colorado. Rich Werner, President and CEO of Upstate Colorado and Ryan Schaefer, CEO of NAI Infinity shared their expertise with the Trustees.

Upstate and NAI Infinity shared an overview of what developers and business leads are looking for when they consider moving into a new community. Two supporting functions of economic development include a close tie with the functions of the Community Development Department as well as the management of the public hearing process via strategic leadership. An excerpt from the presentation is below.

MOST IMPORTANT ROLE OF LOCAL GOVERNMENT

- | | |
|--|-------|
| 1. Provide quality services and amenities | 35.9% |
| 2. Provide strategic leadership/facilitation | 31.8% |
| 3. Create a positive business climate | 24.9% |
| 4. Offer incentives to companies | 4.6% |

n = 217

Source: Jonathan Q. Morgan, *The Role of Local Government in Economic Development : Survey Findings from North Carolina*, UNC School of Government.

The October 29, 2024 economic development work session lead to a work session regarding the Town's current land use development process, as well as a review of the Town Code and Master Plans. The presentation from this particular work session held on December 3, 2024 is attached as a summary of the content presented.

Staff provided an overview of the land development review process inclusive of the following:

- Why communities plan and a brief overview of the planning practice;
- The intent of the vision, goals, strategies and character districts outlined in the 2019 Comprehensive Plan update;
- An overview of the master plans which are referred to in the development review process;
- The process for all land use development activities;
- The anatomy of a staff report inclusive of findings and recommendations;
- The importance of adhering to the Criteria for Approval of the different land use applications;
- Mapping illustrating the Town's current urban growth boundary was shared along with the existing incorporated limits and pending applications.

Key take-aways from the December 3, 2024 Work Session included an understanding that Community Development staff are stewards tasked with upholding the land use planning process in a consistent and transparent manner for all developers. There are opportunities to balance throughout the review process and material requirements, and these balancing efforts are done with an eye to support the standards and guidelines outlined in the Land Development Code while maintaining fairness and equal treatment of each applicant. The Land Use Code will be reviewed in 2025 to ensure the processes and requirements are clear and that the various master plans are reflected.

While the Work Session focused on Staff's role in adhering to process, the role of the Trustees and Planning Commission Members were addressed when discussing the importance of ensuring a consistent process through transparent development review. Ryan Schaeffer provided a follow-up video to his October presentation regarding the importance of transparency and equity in the development review process. This video is included with this packet of materials.

Three requests of staff were made at the December 3, 2024 Work Session. These requests were completed in early 2025. The first was to develop and publish a survey regarding development in general with a focus on determining components of what "Small Town Charm" means to members of the Board. The results of the survey are attached with key take-aways summarized below.

- "Small Town Feel" can be seen/felt by requiring a compact downtown with walkable streets and locally-owned shops and cafes as well as tree-lined streets with historic homes and well-maintained sidewalks.
- Values of the Town's historic development most valued included the unique character of downtown; the rural environment surrounding the Town; and the availability of parks, trails and access to nature.
- The respondents indicated that the Town should be extremely proactive in influencing development with the Town taking the lead to attract certain types of development. In addition, respondents nearly unanimously agreed staff should act as a facilitator and partner with developers to encourage projects that align with the Town's vision and goals.
- The majority of respondents indicated that growth should be a balanced collaboration between the Board, Planning Commission, staff, citizens and developers and that each land use application should be evaluated on its own merits.
- There were two main indicators of success when it comes to evaluating community health: availability and ease of access to public parks and green spaces; and ease of access to restaurants, entertainment and shopping.

The second request to staff included holding a virtual tour of residential and commercial developments throughout the Country. This virtual tour was held on January 21, 2025. A summary of the virtual tour is included as an attachment with key take-aways listed below.

- Commercial
 - Design including facades, landscaping and signage is more important for commercial development than the use is, as long as the use is permitted.
 - Infill in the commercial districts is important and fitting in with the historic context is important. "Quirkiness" is ok in Berthoud too.
 - Creating a destination of downtown is important.
 - Do not create false history or a "theme."
 - Activate the human experience with transparent windows and lighting

- Residential
 - Encourage a greater mix in housing types
 - Courtyard housing
 - Single-lane driveways with garages set back
 - Architectural diversity
 - Uniform landscaping, fencing is good
 - Mixed use in the downtown is palatable for consideration

The third request to staff included walking/driving tours of downtown Berthoud. Staff and Mayor Karspeck determined that an understanding of the survey results regarding the Town's identity was important to know as the Town heads into a community-wide branding analysis. Tours of the Mountain Avenue Overlay district and Downtown were held with staff and one or two members of the Board of Trustees. The goal of these tours was to discuss what "Small Town Charm" means to the Trustees as well as to look for opportunities within the Downtown District.

Staff provided a summary of findings to the Town Board of Trustees on March 11, 2025. At that meeting, staff provided a list of items to be considered for inclusion in the proposed amendments to the Land Development Code in 2025. The Land Development Code is being reviewed to ensure transparency, equity, consistency as well as options to streamline and minimize requirements for redevelopment activities.

UPDATE/NEXT STEPS

Edits to the Land Development Code will be presented this fall to ensure an equitable and consistent land development review process with clear expectations. Changes are being considered which streamline the processes and establish clear expectations for the development community.

RECOMMENDED ACTION(S)

No action is required at the July 29, 2025 meeting other than to confirm the direction staff is taking is consistent with the intent of the Town Trustees. Staff will be revising the Land Development Code in 2025 to reflect the findings from the 2024 and 2025 input received.