



**Garden
Spot of
Colorado**

**MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, August 12, 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. Citizen Participation
5. Scheduled Items And Estimated Time For Discussion

5.I. Consent Agenda

Introduction By: Christian Samora

Documents:

[MEMO RE CONSENT AGENDA.PDF](#)

[A. AUGUST 12, 2025 TOWN BOARD MEETING AGENDA.PDF](#)

[B. JULY 29, 2025, MEETING MINUTES.PDF](#)

5.II. National Women's Equality Day Proclamation

Introduction By: Town Board

Documents:

[PROCLAMATION - WOMENS EQUALITY DAY.PDF](#)

5.III. Xcel Energy Update Presentation

Introduction By: Town Board

Documents:

[MEMO RE XCEL ENERGY UPDATE.PDF](#)

5.IV. Newell Farm Park Concept Update

Introduction By: Keith Knoll

Documents:

[MEMO RE NEWELL FARM PARK.PDF](#)

5.V. Short Term Rental Regulation Change - Public Hearing

Introduction By: Tawn Hillenbrand

Documents:

[MEMO RE SHORT TERM RENTAL REGULATIONS.PDF](#)

[01 TBT ORDINANCE 1356 \(25\) STR.PDF](#)

[02 APPENDIX A STR REGULATIONS REDLINE.PDF](#)

[03 APPENDIX B STR REGULATIONS CLEAN.PDF](#)

[04 PUBLIC NOTICE.PDF](#)

[05 PUBLIC COMMENTS.PDF](#)

5.VI. Habitat For Humanity - Old Town Hall Concept

Introduction By: Habitat for Humanity

Documents:

[MEMO RE PROPOSED TOWN HALL REDEVELOPMENT.PDF](#)

5.VII. Jaskowski Concept Update

Introduction By: Keith Knoll

Documents:

[MEMO RE JASKOWSKI CONCEPT UPDATE.PDF](#)

5.VIII. Parks Master Plan Update

Introduction By: Keith Knoll

Documents:

[MEMO RE PARKS MASTER PLAN UPDATE.PDF](#)

6. Elected Official Reports

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

7. Executive Session

Pursuant to C.R.S. § 24-6-402(4)(e)(I) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators. The purpose of this executive session is to discuss:

- Bacon Lake Interceptor Easements

- Oil & Gas Lease
- 290 Mountain Ave

8. Adjourn

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

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	August 12, 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) August 12, 2025, Meeting Agenda
- b) July 29, 2025, Meeting Minutes

BACKGROUND:

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

UPDATE/NEXT STEPS:

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

FISCAL IMPACT AND FUND SOURCE:

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

COMMUNITY TOUCHSTONES:

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

RECOMMENDED ACTION(S):

“Move to combine and approve the items on the Consent Agenda.”

Followed by a second and a vote.



MEETING OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
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Tuesday, August 12, 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.

- I. REGULAR MEETING CALLED TO ORDER** – Mayor William Karspeck
- II. PLEDGE OF ALLEGIANCE** – Mayor William Karspeck
- III. ROLL CALL** – Mayor William Karspeck
- IV. CITIZEN PARTICIPATION**
- V. SCHEDULED ITEMS and ESTIMATED TIMES FOR DISCUSSION**

- 1. Consent Agenda** (Christian Samora) (5 Min)
Consent Agenda items are considered to be routine by the Town Board and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.
 - a) August 12, 2025, Meeting Agenda
 - b) July 29, 2025, Meeting Minutes

- 2. National Women's Equality Day Proclamation** (Town Board) (5 Min)
- 3. Xcel Energy Update Presentation** (Hans Rodvik) (15 Min)
- 4. Short Term Rental Regulation Change – Public Hearing** (Tawn Hillenbrand) (30 Min)

- a. Ordinance 1356 - An Ordinance to Repeal and Replace Berthoud Municipal Code Section 30-3-113 Regarding Short Term Rentals

- 5. Habitat for Humanity – Old Town Hall Concept** (Chris Kirk) (15 Min)
- 6. Newell Farm Park Concept Update** (Keith Knoll) (15 Min)
- 7. Jaskowski Concept Update** (Keith Knoll) (15 Min)
- 8. Parks Master Plan Update** (Jeremy Olinger) (15 Min)

- VI. ELECTED OFFICIAL REPORTS** (20 Min)
 - 1.** Town Board – Tim Hardy, May Albrecht, Sean Murphy, Karl Ayers, Brett Wing, and Mark Brodie
 - 2.** Mayor – William Karspeck
 - 3.** Staff – Town Administrator, Attorney

August 12, 2025, Meeting Agenda

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

VII. EXECUTIVE SESSION

Pursuant to C.R.S. § 24-6-402(4)(c)(I) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators. The purpose of this executive session is to discuss:

- Bacon Lake Interceptor Easements
- Oil & Gas Lease
- 290 Mountain Ave

VIII. ADJOURN

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

August 12, 2024, Meeting Agenda

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



MEETING MINUTES OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, July 29, 2025, 6:30 p.m.

7/29/2025 - Minutes

1. Meeting Called To Order - Mayor William Karspeck

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

2. Pledge Of Allegiance - Mayor William Karspeck

Mayor Karspeck led the Pledge of Allegiance.

3. Roll Call - Mayor William Karspeck

The following Board members were present:

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

The following staff members were present:

Erin Smith, Town Attorney, via Zoom
Chris Kirk, Town Administrator
Christian Samora, Town Clerk
Lexi Dovel, Deputy Town Clerk
Sergeant Justin Williamson, Larimer County Sheriff
Anne Johnson, Community Development Director
Tawn Hillenbrand, Planning Manager

4. Scheduled Items And Estimated Time For Discussion

4.1. Consent Agenda

Items:

- a) July 29, 2025, Meeting Agenda
- b) July 22, 2025, Meeting Minutes
- c) June 2025 Financial Information

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

4.II. National Night Out Proclamation

Mayor Karspeck read the National Night Out Proclamation aloud.

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

Community Development Director, Anne Johnson, provided an introduction on the Harvest West development.

The applicant's representative, Alex Hoime, gave a presentation.

Mayor Karspeck opened the Public Hearing.

No one spoke during the Public Hearing.

Mayor Karspeck closed the Public Hearing.

Mayor Pro-Tem Murphy moved to approve 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. Trustee Wing seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

Mayor Pro-Tem Murphy moved to approve Ordinance 1358, an Ordinance of the Town of Berthoud Board of Trustees, annexing and accepting the Annexation Agreement for property known as Harvest West to the Town of Berthoud. Trustee Brodie seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

Mayor Pro-Tem Murphy moved to approve 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, with the condition of approval that 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. Trustee Ayers seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

Mayor Pro-Tem Murphy moved to approve Ordinance 1359, an Ordinance of the Town of Berthoud Board of Trustees, 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. Trustee Hardy seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

Mayor Karspeck called for a 5-minute break.

4.IV. Land Use Code Amendment Forecast

Community Development Director, Anne Johnson, gave a presentation on the Land Use Code Amendment Forecast.

5. Adjourn

The meeting was adjourned at 8:59 pm.

Proclamation

“Women’s Equality Day”

WHEREAS, on August 26, 1920, the 19th Amendment to the United States Constitution was certified, securing women’s right to vote and marking a historic victory in the long struggle for women’s equality; and

WHEREAS, Women’s Equality Day serves as a tribute to the generations of women who fought tirelessly, courageously, and relentlessly for the fundamental right to participate in our democracy; and

WHEREAS, the League of Women Voters, founded in 1920 just months before the ratification of the 19th Amendment, has stood at the forefront of the movement to protect and expand voting rights, promote civic engagement, and empower voters for over a century; and

WHEREAS, despite the progress made, barriers to equality and equitable representation persist in many areas of society, including pay equity, reproductive justice, representation in leadership roles and full access to the ballot; and

WHEREAS, we honor and continue the work of trailblazers like Sojourner Truth, Susan B. Anthony, Ida B. Wells, Alice Paul, and countless unnamed women – especially women of color – whose voices and leadership have shaped the course of history; and

WHEREAS, the League of Women Voters remains committed to advancing inclusive democracy, defending the right to vote, and ensuring that every voice is heard in the democratic process;

NOW, THEREFORE, we commemorate Women’s Equality Day, August 26, as a day to celebrate the importance of the women’s suffrage movement and the work to secure and expand equal rights today.

FURTHER, LET IT BE RESOLVED THAT, I William Karspeck, do hereby proclaim Tuesday, August 26th, 2025 as "Women’s Equality Day " in the Town of Berthoud.

Signed this 14th day of August 2025.

William Karspeck, Mayor

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	August 12, 2025
Agenda Title/Subject:	Xcel Energy Update Presentation
Type of Item:	Presentation
Purpose:	Informational Presentation
Presented by:	Hans Rodvik, Northern Colorado Area Manager

BACKGROUND:

This item is an informational presentation by Xcel Energy.

BOARD OF TRUSTEES INFORMATION



PUBLIC WORKS DEPARTMENT

Meeting Date:	August 12, 2025
Agenda Title/Subject:	Newell Farm Concept Update
Type of Item:	Regular Item
Purpose:	Board update
Presented by:	Keith Knoll – Public Works Operations Manager

ATTACHMENTS:

- Project Location

BACKGROUND:

The Newell Farm property was purchased in 2023. The PORT Committee discussed the Newell Property at the August 6, 2025, meeting and is in favor of moving forward with a conceptual plan for the site. Currently, there are funds budgeted for concept design at Newell Farm. Staff will begin the process to solicit proposals for the efforts of a conceptual design from consultants.

FISCAL IMPACT AND FUND SOURCE:

31-00-5020.10 – Professional Fees - \$30,000.00

COMMUNITY TOUCHSTONES:

The Newell Farm property reflects Berthoud's commitment to preserving its rural heritage and natural landscapes while thoughtfully planning for future community use. The site honors its agricultural roots, a key part of Berthoud's **Community Identity**.

RECOMMENDED ACTION(S): Informational to the Board

Project Location



BOARD OF TRUSTEES INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	August 12, 2025
Agenda Title/Subject:	Ordinance 1356 (Series 2025) Public Hearing to present proposed amendments to the Short-term Rental regulations amending Chapter 30, Section 3 (Use-Specific Standards) of the Berthoud Municipal Code
Type of Item:	Public Hearing
Purpose:	Propose to repeal and replace Section 30-3-113, Short-term Rental regulations of Chapter 30 of the Berthoud Municipal Code to amend the separation requirement.
Presented by:	Tawn Hillenbrand, Planning Manager

ATTACHMENTS:

- Ordinance 1356 (Series 2025)
- Appendix A: Code Amendments in redline format, Section 3, Short-term Rental Regulations
- Appendix B: Code Amendments in clean format, Section 3, Short-term Rental Regulations
- Public Notice
- Public Comment

SHORT-TERM RENTAL REGULATIONS BACKGROUND:

The Town Board of Trustees adopted Short-term Rental regulations, Ordinance 1342 (Series 2024), on August 13, 2024. The regulations went into effect one month later on September 23, 2024. The process to develop the Short-term Rental regulations included a community questionnaire, special interest group discussions, extensive research regarding industry best practices, and multiple work sessions with the Town Board of Trustees. Staff produced a first draft of regulations following a work session in November 2023, a second draft following a work session in January 2024, and a final draft following a work session in March 2024. Each draft incorporated both community and Town Board of Trustees feedback.

As part of the work sessions, extensive discussion was made regarding separation requirements between approved short-term rentals as a mechanism to manage the saturation of short-term rentals in neighborhood environments. Through the research process Staff found that this was a common practice in some communities within Colorado to manage saturation and allowing communities to maintain their sense of place with permanent residents. While a separation requirement could help manage the number of approved short-term rentals in a neighborhood, the requirement could also create challenges. After evaluation and consideration of differing separation distances, the Planning Commission and Town Board moved to adopt a 200-foot separation requirement between approved short-term rentals.

Since implementing the regulations in September 2024, the Town has received consistent feedback from one (1) community member opposing the separation requirement and requesting its removal. In total, the Town has received twelve (12) short-term rental applications. Of the twelve (12) short-term rental applications, eight (8) have been approved and four (4) have been denied due to not meeting the current separation requirement. The four (4) that have been denied are all located in the same neighborhood, Heron Lakes Townhomes. No other short-term rental applications elsewhere in the Town have been denied due to not meeting the separation requirement.

Based upon this one community member's feedback and direction from the Town Board, the current 200-foot separation requirement is being proposed for removal from the Short-term Rental regulations. A redline format of the Short-term Rental regulations, reflecting this one change, are attached to this report. No other changes to the short-term rental regulations are proposed.

UPDATE/NEXT STEPS:

The Planning Commission heard the proposed Code Amendments at their meeting on July 10, 2025, and recommended denial of the proposed amendment to the Short-term Rental regulations to the Town Board of Trustees. Planning Commission cited their rationale for denial based on the original purpose or intent of the separation requirement to protect the sense of community and livability of the Town neighborhoods; based on the reality that the proposed amendment comes at the request of only one community member; and based on the limited amount of time the separation requirement has been in place which is not sufficient to determine if the separation requirement needs revision.

The proposed amendment was introduced to the Town Board of Trustees on July 22, 2025. During the introduction, the Town Board discussed the merits of the current separation requirements and the proposed amendment, and heard public testimony on the matter.

No changes have been made to the proposed amendment since the introduction on July 22, 2025.

FISCAL IMPACT AND FUND SOURCE:

There is no negative fiscal impact to the Town in amending the Town Development Code, Chapter 30 of the Municipal Code to amend the Short-term Rental Regulations.

COMMUNITY TOUCHSTONES:

Consideration of the proposed amendment does not negatively impact community touchstones. Consideration of approval of the amendment may detract from enhancing community and neighborhood identity by increasing saturation of Short-term Rentals in neighborhoods. Consideration of the amendment provides support to strengthen the Town's sustainability and resiliency goals and affords the community with a transparent set of standards to know what the expectations are for establishing and maintaining a short-term rental in the Town of Berthoud.

RECOMMENDED ACTION(S):

Planning Commission recommends the Town Board of Trustees deny the proposed Code amendment to the Short-term Rental regulations.

**TOWN OF BERTHOUD ORDINANCE
NUMBER 1356 (2025)**

**AN ORDINANCE TO REPEAL AND REPLACE BERTHOUD MUNICIPAL CODE SECTION
30-3-113 REGARDING SHORT TERM RENTALS**

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

WHEREAS, the Town amends the Municipal Code when necessary for clarification and to keep current with best management practices as well as the changing nature of the community; and

WHEREAS, the Town implemented Ordinance 1342 on August 13, 2024 establishing the use of Short-term Rentals in Town and staff has since evaluated the buffer requirement; and

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

Section 1. The attached Exhibit A contains a new Section 30-3-113 regarding Short-term Rentals has been approved. Section 30-3-113 shall be repealed and replaced in it's entirety reflective of Exhibit A.

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

Section 3. Effective Date: The provisions of this Ordinance shall take effect thirty (30) days following the date of public hearing to adopt Ordinance 1356 (2025).

[INTENTIONALLY LEFT BLANK]

INTRODUCED, READ, AND APPROVED on first reading this 22nd day of July, 2025.

TOWN OF BERTHOUD

By _____
William Karspeck, Mayor

ATTEST:

By: _____
Christian Samora, Town Clerk

INTRODUCED, READ, ADOPTED, AND APPROVED on second reading this 12th day
of August, 2025.

TOWN OF BERTHOUD

By _____
William Karspeck, Mayor

ATTEST:

By: _____
Christian Samora, Town Clerk

Ordinance 1356 (2025) Appendix A

Section 3: Use-Specific Standards

30-3-113 – Short-term Rentals

- A. Purpose. The purpose of these regulations is to allow short-term rentals through a licensing process within the regulatory boundaries of the Town. These regulations are to assist in protecting the health, safety, and welfare of property owners, neighbors, and occupants.
- B. Applicability. These regulations apply to all uses meeting the definition of short-term rental. Private covenants running with the land may restrict or prohibit short-term rentals; it is the responsibility of the property owner, not the Town, to ensure compliance with restrictive covenants.
- C. License Required. No person shall rent a principal dwelling as a short-term rental as defined in this Chapter to a transient guest(s) without first obtaining a short-term rental business license issued by the Town and complying with any conditions or restrictions thereof. A short-term rental business license may be issued by the Town Administrator, or Designee, upon finding that the requirements of this Section (30-3-113) are met.
 - 1. The short-term rental business license shall be valid for one year and is subject to annual license renewal as prescribed by the Town. Failure to complete the license renewal shall be cause for revocation of the license approval and may subject the short-term rental to the limitations of the cap.
 - 2. In determining whether to renew a short-term rental business license, the Town Administrator, or Designee, will consider the history of any violations of the short-term rental business license and any documented complaints from nearby property owners or lessees.
 - 3. The short-term rental business license is not transferable to any person upon sale or other transfer of ownership of the property nor is a short-term rental business license transferable from one property to another without first receiving written approval from the Town.
 - 4. A property owner shall obtain no more than two (2) short-term rental business licenses in the Town at any given time.
 - 5. A copy of the business license shall be prominently displayed within the short-term rental unit (such as next to the front entrance).
 - 6. The short-term rental business license number shall be included in all advertisements with any lodging or booking agency or website designed to find customers.
- D. General Standards.
 - 1. The maximum number of short-term rentals in the Town shall not exceed fifty (50). An application for a new short-term rental shall be processed on a first-come-first-served basis. No applications for a short-term rental will be accepted if the maximum number has been met
 - ~~2. A short-term rental must be a minimum of 200 feet from another short-term rental. This distance is measured from center of principal dwelling to center of principal dwelling.~~
 - ~~3.~~2. Only one short-term rental shall be allowed on a property. A short-term rental shall not be allowed in multi-family apartment dwellings, as defined by this code.
 - ~~4.~~3. A short-term rental shall only be conducted in a legally constructed dwelling unit.
 - ~~5.~~4. The total number of occupants or guests of the short-term rental unit shall not exceed two (2) persons per bedroom plus two (2) additional persons per property, but in no instance shall the maximum number of occupants or guests exceed ten (10) total persons.
 - ~~6.~~5. The required minimum number of guest parking spaces for the short-term rental, noted in the table below, shall be provided on-site in a garage, on the driveway, or in a parking lot for multi-unit buildings or developments. One (1) on-street parking space located within one block of the short-term rental shall be counted toward the required minimum number of on-site parking spaces for those properties that do not have a garage and/or driveway. If the short-term rental does not have the required minimum number of on-site guest parking spaces, as required in the table below, but can provide a portion of the required number, the provided number of guest

parking spaces shall determine the maximum number of allowed guests. The minimum number of off-street parking spaces required are as follows:

Number of Bedrooms in STR Unit	Number of Off-Street Parking Spaces
1-2	1
3-4	3
5	4

~~7.6.~~ In multi-unit buildings or developments, only parking spaces that are specifically designated for the dwelling unit shall be used for the short-term rental guest parking. Guest or overflow parking for the development shall not be used as parking for the short-term rental.

~~8.7.~~ No person shall be permitted to stay overnight in any motor vehicle, including but not limited to a recreational vehicle, travel trailer, tent, or other outdoor structures on the short-term rental property.

~~9.8.~~ The short-term rental shall not be used and/or advertised as an event space, be it a commercial event or large social gathering such as weddings, commercial or corporate events.

~~10.9.~~ There shall be no change to the outside appearance of the dwelling or premises or other visible evidence of the conduct of such short-term rental and shall not disturb the neighborhood character.

E. Safety Standards.

1. The short-term rental must undergo and pass a life-safety inspection or other required building inspections at the time of initial licensing and on an annual basis accompanying the annual license renewal to ensure compliance with the Town's Building Code. The Life Safety Inspection shall be conducted by the Town Building Official, or Designee.
2. Unless already equipped with an approved automatic fire sprinkler system or installing one with a building permit and/or fire permit, approved fire extinguishers shall be installed in readily accessible and visible locations for immediate use in the following locations within the short-term rental:
 - a) In each room with a cooking appliance, fireplace, heating appliance, or water heater.
 - b) Inside and adjacent to the door leading to a deck, porch, or patio with such appliances.
 - c) At least one on each story.
3. The property owner shall ensure that the short-term rental contains the following on the premises at all times:
 - a) The required number of smoke detectors in good working order;
 - b) The required number of carbon monoxide detectors in good working order;
 - c) Adequate and functional building egress from each sleeping room in the dwelling; and
 - d) Posted egress maps.
4. A sign containing the following information shall be posted at each interior entrance and exit of the short-term rental:
 - a) The property address.
 - b) The maximum number of occupants or guests permitted to stay in the short-term rental as approved by the Town.
 - c) Contact information for the Fire Department and Police/Sheriff Department.
 - d) Contact information for the short-term rental property manager or property owner.
5. The short-term rental shall be equipped with an operations manual/users guide that is in a visible location (such as a kitchen counter or entry table). The operations manual shall include standard contents as determined and approved by the Town at the time of application.
6. The property owner shall designate a local property manager who shall be available 24 hours per day, 7 days per week to respond to complaints about or violations of law or of license terms.

Local as used herein means having a permanent address within a 20-mile radius from the short-term rental property and a 24-hour contact phone number. The designated local property manager must be able to affirmatively respond to complaints within one hour of notification of such complaint. The designated local property manager's contact information shall be posted in the operations manual located in the short-term rental. Changes to the contact information for the designated local property manager shall be provided to the Town Community Development Department within five business days of the change in contact information. The designated local property manager may be the owner of the property if they meet the *local* criteria.

7. The property owner shall provide a written notice, on a form approved by the Town, of the short-term rental approval to all property owners within 500 feet of the subject property. Such notice shall be mailed within ten (10) days following the date of short-term rental approval.
8. The property owner shall maintain and provide proof of property liability insurance adequate for a short-term rental or provide proof that property liability coverage is provided by any and all hosting platforms through which the owner will rent the short-term rental unit.

F. Taxes, Records, Enforcement.

1. A short-term rental is subject to lodging, sales, and other applicable taxes. A short-term rental business license holder who fails to collect and remit lodging taxes on a short-term rental during the license period shall not be permitted to renew the license for the following two-years, and the property may become subject to the limitations of the cap.
2. The property owner shall maintain records of occupancy for the short-term rental unit, including total number of nights the short-term rental was rented to a guest and the dates in which the short-term rental was rented by a guest. The records shall be made available to the Town, upon request, for review and inspection at any time.
3. A short-term rental business license constitutes a permit, and this Section shall be enforced in accordance with Section 5 of the Berthoud Development Code.

Ordinance 1356 (2025) Exhibit B

Section 3: Use-Specific Standards

30-3-113 – Short-term Rentals

- A. Purpose. The purpose of these regulations is to allow short-term rentals through a licensing process within the regulatory boundaries of the Town. These regulations are to assist in protecting the health, safety, and welfare of property owners, neighbors, and occupants.
- B. Applicability. These regulations apply to all uses meeting the definition of short-term rental. Private covenants running with the land may restrict or prohibit short-term rentals; it is the responsibility of the property owner, not the Town, to ensure compliance with restrictive covenants.
- C. License Required. No person shall rent a principal dwelling as a short-term rental as defined in this Chapter to a transient guest(s) without first obtaining a short-term rental business license issued by the Town and complying with any conditions or restrictions thereof. A short-term rental business license may be issued by the Town Administrator, or Designee, upon finding that the requirements of this Section (30-3-113) are met.
 - 1. The short-term rental business license shall be valid for one year and is subject to annual license renewal as prescribed by the Town. Failure to complete the license renewal shall be cause for revocation of the license approval and may subject the short-term rental to the limitations of the cap.
 - 2. In determining whether to renew a short-term rental business license, the Town Administrator, or Designee, will consider the history of any violations of the short-term rental business license and any documented complaints from nearby property owners or lessees.
 - 3. The short-term rental business license is not transferable to any person upon sale or other transfer of ownership of the property nor is a short-term rental business license transferable from one property to another without first receiving written approval from the Town.
 - 4. A property owner shall obtain no more than two (2) short-term rental business licenses in the Town at any given time.
 - 5. A copy of the business license shall be prominently displayed within the short-term rental unit (such as next to the front entrance).
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 - 1. The maximum number of short-term rentals in the Town shall not exceed fifty (50). An application for a new short-term rental shall be processed on a first-come-first-served basis. No applications for a short-term rental will be accepted if the maximum number has been met
 - 2. Only one short-term rental shall be allowed on a property. A short-term rental shall not be allowed in multi-family apartment dwellings, as defined by this code.
 - 3. A short-term rental shall only be conducted in a legally constructed dwelling unit.
 - 4. The total number of occupants or guests of the short-term rental unit shall not exceed two (2) persons per bedroom plus two (2) additional persons per property, but in no instance shall the maximum number of occupants or guests exceed ten (10) total persons.
 - 5. The required minimum number of guest parking spaces for the short-term rental, noted in the table below, shall be provided on-site in a garage, on the driveway, or in a parking lot for multi-unit buildings or developments. One (1) on-street parking space located within one block of the short-term rental shall be counted toward the required minimum number of on-site parking spaces for those properties that do not have a garage and/or driveway. If the short-term rental does not have the required minimum number of on-site guest parking spaces, as required in the table below, but can provide a portion of the required number, the provided number of guest parking spaces shall determine the maximum number of allowed guests. The minimum number of off-street parking spaces required are as follows:

Number of Bedrooms in STR Unit	Number of Off-Street Parking Spaces
1-2	1
3-4	3
5	4

6. In multi-unit buildings or developments, only parking spaces that are specifically designated for the dwelling unit shall be used for the short-term rental guest parking. Guest or overflow parking for the development shall not be used as parking for the short-term rental.
7. No person shall be permitted to stay overnight in any motor vehicle, including but not limited to a recreational vehicle, travel trailer, tent, or other outdoor structures on the short-term rental property.
8. The short-term rental shall not be used and/or advertised as an event space, be it a commercial event or large social gathering such as weddings, commercial or corporate events.
9. There shall be no change to the outside appearance of the dwelling or premises or other visible evidence of the conduct of such short-term rental and shall not disturb the neighborhood character.

E. Safety Standards.

1. The short-term rental must undergo and pass a life-safety inspection or other required building inspections at the time of initial licensing and on an annual basis accompanying the annual license renewal to ensure compliance with the Town's Building Code. The Life Safety Inspection shall be conducted by the Town Building Official, or Designee.
2. Unless already equipped with an approved automatic fire sprinkler system or installing one with a building permit and/or fire permit, approved fire extinguishers shall be installed in readily accessible and visible locations for immediate use in the following locations within the short-term rental:
 - a) In each room with a cooking appliance, fireplace, heating appliance, or water heater.
 - b) Inside and adjacent to the door leading to a deck, porch, or patio with such appliances.
 - c) At least one on each story.
3. The property owner shall ensure that the short-term rental contains the following on the premises at all times:
 - a) The required number of smoke detectors in good working order;
 - b) The required number of carbon monoxide detectors in good working order;
 - c) Adequate and functional building egress from each sleeping room in the dwelling; and
 - d) Posted egress maps.
4. A sign containing the following information shall be posted at each interior entrance and exit of the short-term rental:
 - a) The property address.
 - b) The maximum number of occupants or guests permitted to stay in the short-term rental as approved by the Town.
 - c) Contact information for the Fire Department and Police/Sheriff Department.
 - d) Contact information for the short-term rental property manager or property owner.
5. The short-term rental shall be equipped with an operations manual/users guide that is in a visible location (such as a kitchen counter or entry table). The operations manual shall include standard contents as determined and approved by the Town at the time of application.
6. The property owner shall designate a local property manager who shall be available 24 hours per day, 7 days per week to respond to complaints about or violations of law or of license terms. *Local* as used herein means having a permanent address within a 20-mile radius from the short-term rental property and a 24-hour contact phone number. The designated local property

manager must be able to affirmatively respond to complaints within one hour of notification of such complaint. The designated local property manager's contact information shall be posted in the operations manual located in the short-term rental. Changes to the contact information for the designated local property manager shall be provided to the Town Community Development Department within five business days of the change in contact information. The designated local property manager may be the owner of the property if they meet the *local* criteria.

7. The property owner shall provide a written notice, on a form approved by the Town, of the short-term rental approval to all property owners within 500 feet of the subject property. Such notice shall be mailed within ten (10) days following the date of short-term rental approval.
8. The property owner shall maintain and provide proof of property liability insurance adequate for a short-term rental or provide proof that property liability coverage is provided by any and all hosting platforms through which the owner will rent the short-term rental unit.

F. Taxes, Records, Enforcement.

1. A short-term rental is subject to lodging, sales, and other applicable taxes. A short-term rental business license holder who fails to collect and remit lodging taxes on a short-term rental during the license period shall not be permitted to renew the license for the following two-years, and the property may become subject to the limitations of the cap.
2. The property owner shall maintain records of occupancy for the short-term rental unit, including total number of nights the short-term rental was rented to a guest and the dates in which the short-term rental was rented by a guest. The records shall be made available to the Town, upon request, for review and inspection at any time.
3. A short-term rental business license constitutes a permit, and this Section shall be enforced in accordance with Section 5 of the Berthoud Development Code.

TOWN OF BERTHOUD, COLORADO

NOTICE OF PUBLIC HEARING
Amendments to the Berthoud Development Code

PUBLIC NOTICE IS HEREBY GIVEN of public hearings before the Planning Commission on July 10, 2025 at 6 p.m. and the Town Board on both July 22, 2025 and August 12, 2025 at 6:30 p.m. All public hearings will be to consider amendments to Chapter 30 of the Berthoud Municipal Code inclusive of the Short Term Rental Section and the Mountain Avenue Overlay Section. The public hearings will be held at Town Hall 807 Mountain Avenue in Berthoud 80513.

Given and posted on this 20th day of June, 2025.

Published: Loveland Reporter Herald June 20, 2025-2120504

Prairie Mountain Media, LLC

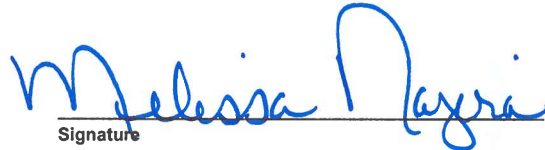
PUBLISHER'S AFFIDAVIT

County of Larimer
State of Colorado

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

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

Jun 20, 2025


Signature

Subscribed and sworn to me before me this

20th day of June, 2025.


Notary Public

(SEAL)

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

Account: 1051549
Ad Number: 2120504
Fee: \$15.66

Public Comment - 1

From: larrehanford@icloud.com
Sent: Wednesday, July 9, 2025 7:36 PM
To: Tawn Hillenbrand
Subject: Short term rental requirements.

Categories: Neighbor Comment

[You don't often get email from larrehanford@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Dear Ms. Hillenbrand,

I am unable to attend the meeting tomorrow but I feel strongly that short term rentals should be limited in the Heron Lakes Townhome neighborhood. As a homeowner and resident I appreciate the town of Berthoud's attempt to protect my neighborhood. Short term rentals have caused numerous problems for me and my neighbors. Parking, noisy parties, trash, and too many people in a unit are all issues we have to deal with. Please do not change the distance requirements. By keeping them in place, it insures that only one short term rental per building is allowed. You cannot imagine how disruptive it is to have several units all around you rented to young adults who are there to party. Unfortunately, some absentee owners are ignoring the city's rules and renting out their homes without the short term rentals license. So frustrating. This is a neighborhood, not a resort.

Thank you,
Larre Hanford
1504 Harebell Street
Berthoud, CO
970 449-3242

Sent from my iPad

Public Comment - 2

From: Sue and Terry <walshgroup74@yahoo.com>
Sent: Wednesday, July 9, 2025 10:46 PM
To: Tawn Hillenbrand; Theresa Morgan; Board of Trustees
Cc: Ryan Eidsness; Peter Novak; Chris Jeske; Jon Mosier
Subject: Denial of Short Term Rental Ordinance Change Request
Attachments: STR Regulation letter.docx

Categories: Neighbor Comment

You don't often get email from walshgroup74@yahoo.com. [Learn why this is important](#)

I am writing to ask you not to consider the request for removal of the distance requirement between STR. Attached is a letter to address my deep concerns about the potential harmful ramifications of removal of this requirement.

Sincerely,
Susan Walsh

July 9, 2025

Susan Walsh

2755 Prairie Flax St.

Berthoud, Colorado 80513

To the attention of: Berthoud Planning Commission

Berthoud Town Trustees

Tawn Hillenbrand

Theresa Morgan

Re: Change Request to the Short-Term Rental Regulations: Final Draft August 14, 2024

I am an owner of a townhome in the Heron Lakes Townhome (HLT) community, part of the Heron Lakes/TPC development, Berthoud Heritage Metro District # 6, zoned R3.

Our community is a small but diverse community representing families, single people, seniors, long term renters and 4 units which the town has licensed as Short-Term Rentals (STR). There are 72 households in our community. Of this, 5% of our units are Short-Term Rentals or 8% of the 50 being allowed by the Town of Berthoud per Ordinance Number 1342, Series 2024. This is hardly a fair distribution of STRs in Berthoud.

According to the amendment, the ordinance states that “the Town wishes to implement the vision and values expressed in the 2021 update to the Comprehensive Plan, including strengthening the Town’s sense of place, enhancing community identity, supporting community resilience and sustainability touchstones:”. Now, we have an individual approaching the Commission and the Board of Trustees to alter and amend the regulation so that the minimum required distance between STRs in the HLT community be removed. In essence this would increase the number of potential STRs in an already saturated single community. It also singles out a specific part of the Town of Berthoud to different rules and regulations as have been so carefully adopted last year.

Let me inform you that the STRs and other units which are being used as pseudo STRs on a weekly or weekend basis for “use by friends of the owner” have caused disruptions due to excessive late parties. The pickleball courts were used after 10:30 pm causing the homeowners to come out and ask them to leave. Our open courtyard has been used as gatherings for wedding quest parties with alcoholic beverages being left on the grass and in the pickleball courts after they leave. The guests of the licensed STRs and weekend

“friends” have overwhelmed the available parking spaces and park in ‘no parking zones’ preventing owners from backing out of their garages. Excessive party sounds and drinking occur late into the night. The trash and recycling bins are overflowing and placed out at the curbs days before the trash pick-up days and the STR owners and wannabes leave the bins out on the curb for days, all which is against HOA rules and regulations. “Transient guests”, so rightly defined in the regulations,” seem to approach our townhome community as a ‘Resort’ community and have little regard for the full-time residents. Perhaps the ‘owners’ of the STRs and wannabes do not convey the HOA rules in their house rules. Or if they do, there is nothing to enforce them. I once had a STR or wannabe owner tell me not to call the sheriff if there is a problem, but to call him instead. If the owners and guests of the STRs want a resort community, then perhaps it would be better to book rooms at a Resort, not a neighborhood.

As you can understand from above, I am not in favor of, nor do I believe that the Commission or the Board should modify or change the requirements of the ordinance to remove the 200’ minimum regulation that was voted on last year. If the Board/Commission truly wishes to enhance the identity of the community and provide us with our family neighborhood environment, do not allow this request to be considered or go forward, not only for us, but also for the entire town of Berthoud.

With warm regards,

Sue Walsh

Public Comment - 3

From: Chris Jeske <chrisjeske@yahoo.com>
Sent: Thursday, July 10, 2025 8:27 AM
To: Board of Trustees; Tawn Hillenbrand
Subject: Removal of STR Distance Ordinance

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from chrisjeske@yahoo.com. [Learn why this is important](#)

I am sending this email regarding the removal of the Short Term Rental Regulation that requires STRs to be 200 feet apart, measured on center of each STR.

My husband and I live in the Heron Lakes Townhome Development. We strongly disapprove of the consideration of the removal of this ordinance.

We are a small community with 72 townhomes, 4 townhomes to each building. We currently have 4 STRs in our community, with maximum occupancy ranging from 6-10 people. Our parking is very limited, so if one STR had 4 couples occupying it, that could result in 4 parking spaces being used. Add in the 3 other STRs and you can clearly see how that would affect our neighborhood.

We have also experienced large groups of renters partying late at night, disturbing the owners. Someone even died in one of the STRs, and even though I don't have direct evidence that it was drug or alcohol related, one neighbor did comment that that group "started the party very early". The police have been called on other large groups because of the disturbance. It can get out of hand, especially in the summer months and July 4th in particular.

The removal of the 200 foot ordinance could potentially overwhelm our small, close-knit community. These are our homes, not a resort area. We strongly disagree with the request and hope you will consider us, the homeowners, in making your decision.

Regards,

Chuck and Chris Jeske
1526 Stoneseed Street

[Yahoo Mail: Search, Organize, Conquer](#)

Public Comment - 4

From: Ann Driver <anndriver1@gmail.com>
Sent: Thursday, July 10, 2025 9:02 AM
To: Theresa Morgan; Tawn Hillenbrand; Board of Trustees
Subject: Heron Lakes Townhomes Request

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Neighbor Comment

[Some people who received this message don't often get email from anndriver1@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello all,

My husband, Davis Driver, and I live at 1530 Stoneseed st in the Heron Lakes townhomes but are out of town so we are writing to you to please DO NOT approve the request to remove the separation requirement for short term rentals.

We are seeing very large groups with at least 5 cars renting per unit. On June 26th are pictures from a rental that is not been allowed to rent short term but says he's renting to "friends" Unit 1520 Harebell but as you can see from the photos below the crowd and partying we had to endure playing pickleball and partying an hour past dark yes in the dark. With just the few short term rentals we have we have NO extra parking spaces available when we have a friend come for dinner. It is totally out of control! Along, with the owners doing these rentals they are not keeping up with there landscaping and looks like the homes are being trashed. Look at the last photo. Our property values have come down substantially And we feel very strong that it is due to how bad our rental townhomes look ie. weeds everywhere, furniture laying upside down, and so many cars/trucks parked everywhere due to the rentals. The owners of the rentals do not come by to check on their place and how bad they look. So please as a full time resident we DO NOT need any more short term rentals in our small neighborhood as we are the ones paying the price for these short term rentals.

Thank you,

Ann and Davis Driver





Public Comment - 5

From: Lynette Novak <novakasia@yahoo.com>
Sent: Thursday, July 10, 2025 3:21 PM
To: Board of Trustees; Tawn Hillenbrand
Cc: Theresa Morgan
Subject: Tonights meeting and Heron Lakes Town Homes STR

You don't often get email from novakasia@yahoo.com. [Learn why this is important](#)

Hi,

I am unable to attend either of these meetings. However, I wanted to express my thoughts and concerns.

I understand that many in the community were initially told that we would be able to offer our properties for Short-Term rentals. A central issue for NOT allowing more in our small community is related to parking. We do not have enough parking for the additional vehicles that the short-term rentals bring in. We've seen this already with the four approved rental properties. Additionally, some units are still operating without approval.

Initially, my husband and I also thought that we would later rent ours out on a short-term basis. After living in the community for three years, I can now see how disruptive the parking situation is. Unless a policy of one car per rental and limiting the occupancy to 6 people can also be implemented and enforced, I do not want to see the 200' between rentals lifted or removed.

Sincerely,
Lynette Novak
1578 Harebell St
Berthoud, CO 80513

Public Comment - 6

From:
Sent: Wednesday, July 9, 2025 9:36 PM
To: Theresa Morgan; Tawn Hillenbrand
Subject: Separation Agreement

Categories: Neighbor Comment

Some people who received this message don't often get email from suzannekley@gmail.com. [Learn why this is important](#)

Dear Ms. Morgan and Ms.Hillenbrand:

I am a resident and owner of a townhome on Prairie Flax St.,in Heron Lakes.
It has come to my attention that the existing Separation Agreement for VRBO's and short term rentals in my neighborhood has come into question and there is at least one party who would like to have that agreement removed.

I moved to this area because my husband and I are both older golfers and we hold a shared interest in community and friendship. We picked our townhouse because we want to live in a community of individuals who sincerely care about each other, our property, and each other's welfare. We are not disappointed in finding all of this and more in our small townhome community.
It is our hope that we will one day be able to continue to age in place amongst our new friends.

Finally, let me say that we are members of a townhome, not a townhotel community. I would like to see the existing standard of 200ft from short rental to short rental remain in place.

Respectfully,

Suzanne Kley

Public Comment - 7

From: Sheli Herman <shells232@icloud.com>
Sent: Thursday, July 10, 2025 5:27 PM
To: Theresa Morgan; Tawn Hillenbrand
Subject: Resident without short term renters permit

Categories: Neighbor Comment

To Whom It May Concern,

I am writing to you in reference to a neighbor who continues to rent his property out to short term renters despite not having the required permit from the Town of Berthoud.

The property owner of 1520 Harebell Street continues to have short term renters stay at his property. This owner communicates to residents that he “doesn’t care about having a permit”, that he will “continue to rent to short term renters” and says that “the town can’t/won’t do anything to stop him”. This owner did have a long term renter from last summer until approximately April of this year. After that renter left, there have consistently been short term renters at his property along with a neighbor that has partnered with property owner (and owns a property without a short term renters permit) so that he can facilitate larger groups.

The property owner says that he lowers his rates when it is “slow” and encourages large groups.

The past few renters have been told by the property owner that they are to communicate that they are his “friends” in an effort to deter attention from the fact that they are short term renters. A few weekends ago, the short term renters said he was the property owner’s “friend” and then later admitted that he was not his friend and was staying for the weekend because he was getting married at TPC.

These short term renters are often in town for celebrations, reunions, sport tournaments and weddings. There are frequently many vehicles, late night celebrations, and excessive alcohol consumption. These renters invite other people to come to the neighborhood. This brings many vehicles to a neighborhood that already struggles with a lack of parking. The renters often have no respect for the residents, property and common areas. They have brought music speakers, tents, alcohol and occasionally fireworks to the common areas in the middle of the residences. They are disruptive late at night and show disregard to any neighbor that addresses them. The property owners gives his cell number to neighbors and encourages that they contact him if there’s an issue so that nothing is reported and it stays off of the town’s radar.

The property owner also provides a golf cart to his renters. There have been many incidences of underage drivers speeding around the neighborhood with more occupants than there are seats. There have multiple close call collisions with vehicles. There have also been intoxicated adults speeding with other adults hanging off the back of the cart. The property owner disregards neighbor concerns and states that “it’s insured”.

The property owner also offers and takes renters to the TPC pool as guests, which is allowed but he checks them in and then leaves the premises (property owners are required to stay with their guests). While I understand that this is an issue with TPC and the property owner, it is yet another example of this individual conducting himself as though the rules do not apply to him. It is an example of his character.

I called and talked to Theresa Morgan a few months back and she requested that I take pictures and document some of the renters. I have attached 3 photos from the past month of various vehicles parked in the driveway. At times, there is nothing to take pictures of as the renters take up the parking spaces across the street.

June 27-29 wedding (pic of 3 cars)

July 3-6 softball tournament (maroon Ford)-There were other cars here but were not parked in the driveway.

July 8-current TPC Korn Ferry (black Buick)-There are 2 other cars here but were not parked in the driveway.

Please feel free to contact me with any questions.

Thank you for your time.



**Executive Summary: Proposed Old Town Hall Redevelopment Concept Plan
Presented to the Town of Berthoud, Board of Trustees on
August 12, 2025**

Introduction

Berthoud Habitat for Humanity endeavors to partner with the Town of Berthoud to help solve the affordable housing crisis by presenting a proposed concept plan to redevelop the Old Town Hall property located at 3rd St. and Massachusetts.

This redevelopment will revitalize a historic landmark, support economic development, expand access to affordable housing, and enhance downtown vibrancy—creating a lasting community asset that serves current and future generations.

Furthermore, it will help position BHFH to achieve our strategic goals surrounding partnership development and advocacy, increased awareness and engagement, and comprehensive fund development. All of which, will provide the needed funding to build capacity to further our impact in alignment with the needs of the community.

The Problem ~ Berthoud’s Housing Crisis

Berthoud is growing – but so is the housing gap. Too many local families are struggling to find a home they can afford. Based on the *Berthoud Housing Diversity Plan*, by Ayres Associates (April 2025), the housing crisis in Berthoud can be summarized as a convergence of rapid population growth, limited housing diversity, and rising home prices - which together threaten housing affordability and community inclusivity.

Key Findings from the *Berthoud Housing Diversity Plan*, by Ayres Associates (April 2025)

Rapid Growth, Limited Affordable Options

- Berthoud’s population has more than doubled since 2010 and is projected to continue growing steadily to the tune of 139% by 2040.
- Median home prices have increased significantly, pricing out many working families.
- A gap exists between what homes cost and what local workers earn – especially those in education, healthcare, service and retail sectors.

Mismatch Between Housing Stock and Local Income

- The “missing middle” – the town currently lacks the housing diversity to address the gap between single family detached homes and large apartment complexes, specifically a range of multi-unit,

clustered or attached single family housing types – like multiplexes (i.e., duplexes, triplexes, fourplexes, etc.), townhomes, cottages, and live/work options.

- There is a high percentage of cost-burdened households (i.e., spending more than 30% of income on housing).
- Opportunities for entry-level homeownership and downsizing to age in place are scarce, even for dual-income households.

Demand for Workforce and Family-Oriented Housing

- Demand is rising for affordable housing for families earning 40%-80% of area median income (AMI) – precisely the range BHFH serves.
- Existing and incoming residents in this income bracket cannot find housing that meets their needs – even though they work locally and contribute to the economy.
- Workforce housing is generally categorized as households earning 80%-120% of the AMI.

Threat to Community Stability

- Without intervention, Berthoud risks:
 - Losing teachers, caregivers, and essential workers to more affordable communities
 - Increased commute times and strain on infrastructure
 - Diminished economic diversity and civic engagement

In addition to considering the data from the *Berthoud Housing Diversity Plan*, the concept plan for the proposed redevelopment of Old Town Hall also incorporates prior trustee commentary in regard to downtown redevelopment projects, the needs and wishes expressed by various community members and takeaways from the Town of Berthoud's recent *Brand Assessment Report*, by ChandlerThinks (May 2025).

The Solution ~ Proposed Old Town Hall Redevelopment Concept Plan

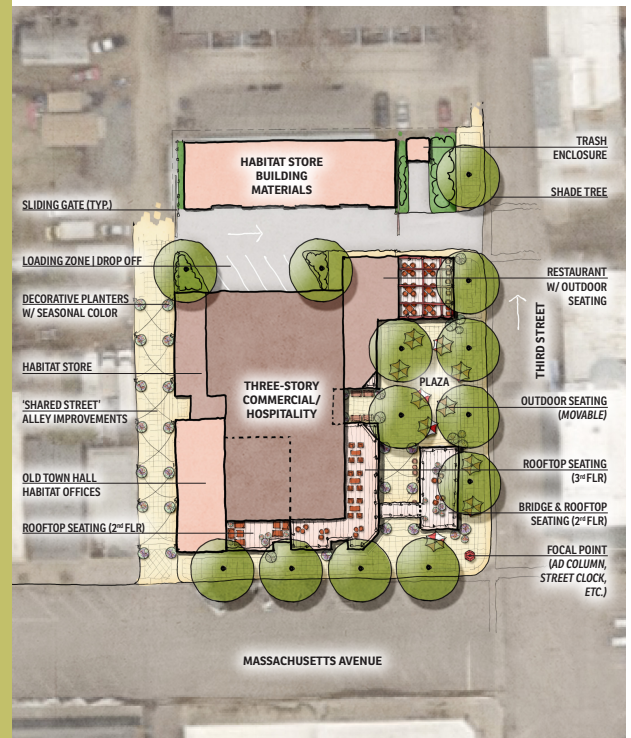
BHFH is committed to doing our part to help solve Berthoud's affordable housing crisis as depicted by our willingness to expend the time and funds necessary to hire our local, reputable Asher Architects + Engineering firm to bring our vision of a unique, inclusive, and vibrant redevelopment concept to life for the Town's consideration.

We are proposing a bold initiative: relocating and expanding our ReStore and creating a permanent home base for our operations right in the hub of a redeveloped, activated key corner of Old Town Hall boasting a vibrant mix of uses – including restaurants, retail, hospitality, gathering and entertainment space. This strategic move will increase revenue, improve efficiency, and give BHFH the capacity to build more homes for the individuals and families who need them most.



Town Staff Review | OLD TOWN HALL REDEVELOPMENT CONCEPT

A vibrant, terminus to Third Street filled with restaurants, a hotel, and a mix of Habitat for Humanity retail and office spaces. The introduction of hospitality spaces provides a destination for "out of towners" with easy access to all that Downtown Berthoud has to offer.



HABITAT OFFICES - 1,400 s.f.
HABITAT STORE - 13,000 s.f. (6,500 s.f. Basement)
HABITAT STORE (BLDG SUPPLIES) - 3,100 s.f.
HOSPITALITY - 13,000 s.f.
RESTAURANT & RETAIL - 6,900 s.f.

ASHER
ARCHITECTS
ENGINEERS



Benefits of the Proposed Old Town Hall Redevelopment Concept Plan

Revitalizes Downtown Berthoud

The redevelopment activates a key corner of Old Town with a vibrant mix of uses – including restaurants, retail, hospitality and the new BHFH ReStore and administrative offices. This transforms a dormant, underutilized historic site into a destination for life, work, and play – complete with space for community gatherings, reinforcing the heart of Berthoud’s small-town charm while supporting modern needs.

Honors Historic Preservation

By preserving Berthoud’s quintessential charm and repurposing the Old Town Hall and scale house, the plan maintains a meaningful part of Berthoud’s architectural and cultural heritage while giving it new life – an approach that reflects both stewardship and innovation. Historically, visitors to the Town would have stepped off the depot platform and welcomed into a bustling main street, with an assortment of goods, food and lodging available. We’re seeking to bring back that vitality that put Berthoud on the map.

Drives Economic Development

By introducing hospitality and new commercial storefronts, the plan brings in visitors, boosts foot traffic, and increases downtown spending. It also generates sales tax revenue, supports local jobs, and incentivizes future private investment in surrounding areas. Furthermore, this project has the strong potential of connecting the Berthoud residents who live outside of town/just across Highway 287 to our downtown, uniting the Berthoud community.

Expands BHFH's Capacity to Serve

With expanded ReStore operations and permanent office space, BHFH will increase revenue to fund more affordable housing while operating more efficiently and sustainably. This directly contributes to the Town's long-term housing stability and workforce retention. Furthermore, this positions the ReStore to better serve the community as a result of the increase in retail sales floor square footage. Currently, we consistently have to turn away donations as we do not have the needed space – resulting in less profit to build affordable homes.

Enhances Public Space & Community Gathering

The proposed redevelopment dovetails with the planned 3rd Street improvements. The amenities create a welcoming, inclusive downtown environment for both residents and visitors – supporting Berthoud's vision for a livable, connected and people-focused community as follows:

- Outdoor dining and rooftop seating
- A destination with shade trees and decorative landscaping, perfect for community gatherings of all sizes
- A “shared street” alley with improved walkability and pedestrian flow

Promotes Sustainable Development

This mixed-use, infill redevelopment aligns with sustainable land use practices – minimizing sprawl, encouraging adaptive reuse and creating walkable connections between businesses, housing and civic life.

Deepens Civic Impact

BHFH's presence in the center of Town increases visibility, volunteerism, and engagement. It shows Berthoud's commitment to affordable housing, community partnerships, and local leadership – positioning the Town as a model for inclusive growth.

Background Information

Mission

The mission of Berthoud Habitat for Humanity (BHFH) is “Seeking to put God's love into action, Habitat for Humanity brings people together to build homes, communities and hope”.

Vision

A world where everyone has a decent place to live.

Core Values

Christ-Centered:	“We embody the teachings and character of Jesus in all we do – through service, compassion and love in action.”
Authentic:	“We lead with honesty, transparency and integrity, staying true to our mission every day.”
Collaborative:	“We build more than homes – we build partnerships, rooted in mutual respect and shared purpose.”
Inclusive:	“We welcome all. Every person is valued, and every voice matters.”
Inspiring:	“We believe in the power of stories to ignite hope, shift perceptions, and move hearts into action.”
Positive:	“We choose joy. In every challenge, we focus on solutions and celebrate each step forward.”
Nurturing:	“We foster a compassionate community where people are seen, supported and empowered.”

History

BHFH, a tax-exempt 501(c)(3) nonprofit organization, was established in 2000 when it became a local affiliate of Habitat for Humanity International, serving individuals earning 40-80% area median income (AMI) in Berthoud and Campion. Our local ReStore, a donation center that sells new and gently used products, opened shortly thereafter in 2001, which is currently located at 157 Mountain Ave. Proceeds from ReStore sales directly support our mission of building homes and improving the community.

At BHFH, we believe that everyone deserves a safe, stable and affordable place to call home. We bring people together – neighbors, volunteers, donors, and future homeowners – to build more than houses. We build community, opportunity, and hope. Habitat homeownership is different from Section 8/housing voucher programs. Our homebuyers purchase their homes through an affordable mortgage and invest hundreds of hours of sweat equity, working alongside volunteers to help build their homes. Our model offers a hand up, not a handout.

Through affordable mortgages, sweat equity and wraparound support, we empower hardworking individuals and families to become homeowners – creating long-term impact for generations. In a town growing as rapidly as Berthoud, we are working to ensure that essential workers, families, and seniors can continue to live where they serve, contribute, and belong.

To date, we have built and sold 23 homes to qualified individuals/families who are now reaping the transformational benefits of homeownership including shared appreciation. We are tracking to close on our 24th and 25th homes by the end of October 2025 and will close out the 4th Street subdivision when the 26th home is sold come spring/summer 2026.

Long-Term Impact

Over the past two years, BHFH has expended its programs and services, building strong relationships with community members, volunteers, and local partners to maximize its impact and reach. In the coming weeks, we will begin breaking ground on the nine lots within the Harvest 47 subdivision that were recently donated to us located at Dorothy Dr. and Remuda Rd. We have also engaged Tait & Associates, Inc. to facilitate the entitlement process and to complete the infrastructure development for our Majestic View subdivision, which will be inclusive of 11 Habitat homesites. Furthermore, we are in the process of identifying additional land acquisition opportunities.

Request

BHFH respectfully requests that the Town Board of Trustees consider further exploration and due diligence as we endeavor to do so together, in a collaborative spirit in true partnership with the Town of Berthoud, in search of the right path forward. Accordingly, BHFH is committed to implementing a comprehensive capital campaign with the goal of constructing a diverse, well-rounded capital stack consisting of a mix of public and private funding and inclusive of historical preservation grants and support from Habitat for Humanity International.

Conclusion

The redevelopment of Berthoud's Old Town Hall presents a unique and timely opportunity to address our community's most pressing challenges while honoring its historic roots. Through this initiative, Berthoud Habitat for Humanity is not only investing in place—but in people. With thoughtful planning, strong partnership with the Town, and a shared commitment to inclusive growth, we can create a lasting asset that reflects the heart of Berthoud: resilient, welcoming, and full of promise.

We invite the Town of Berthoud to join us in advancing this bold vision—because when we build together, we build a better future for all.

BOARD OF TRUSTEES INFORMATION



PUBLIC WORKS DEPARTMENT

Meeting Date:	August 12, 2025
Agenda Title/Subject:	Jaskowski Concept Update
Type of Item:	Presentation
Purpose:	Board suggestions for conceptual design priorities
Presented by:	Keith Knoll – Public Works Operations Manager

ATTACHMENTS:

- Project Location
- Conceptual Design
- Deed of Conservation Easement
- PORT Minutes – March 2025

BACKGROUND:

The Jaskowski property is a 78-acre parcel located north of Lonetree Reservoir. The Town acquired the property from Eileen Jaskowski in 2012. It is protected under a Conservation Easement that emphasizes the conservation of agricultural land, wildlife and plant habitat, open space, and scenic qualities. Retriever dog training, a historical use of the property, is permitted under the easement. The land is currently leased for farming and maintained by the Town's Open Space staff.

In February 2024, Town staff and the PORT Committee began working with WENK Associates on a conceptual design for the property. This process also includes review by Colorado Open Lands, which oversees the Conservation Easement. The current design includes a disc golf course on the eastern portion, preserved wetlands and ponds in the central portion, and continued agricultural use on the western portion of the site. Uses for the existing buildings have not yet been determined. Additionally, the PORT Committee has recommended that the Town Board and staff consider a trial period for dog training on the property prior to full development.

FISCAL IMPACT AND FUND SOURCE:

This project was fully funded and rolled over from the 2024 budget
36-00-5020.00 – Professional Fees - \$40,000.00

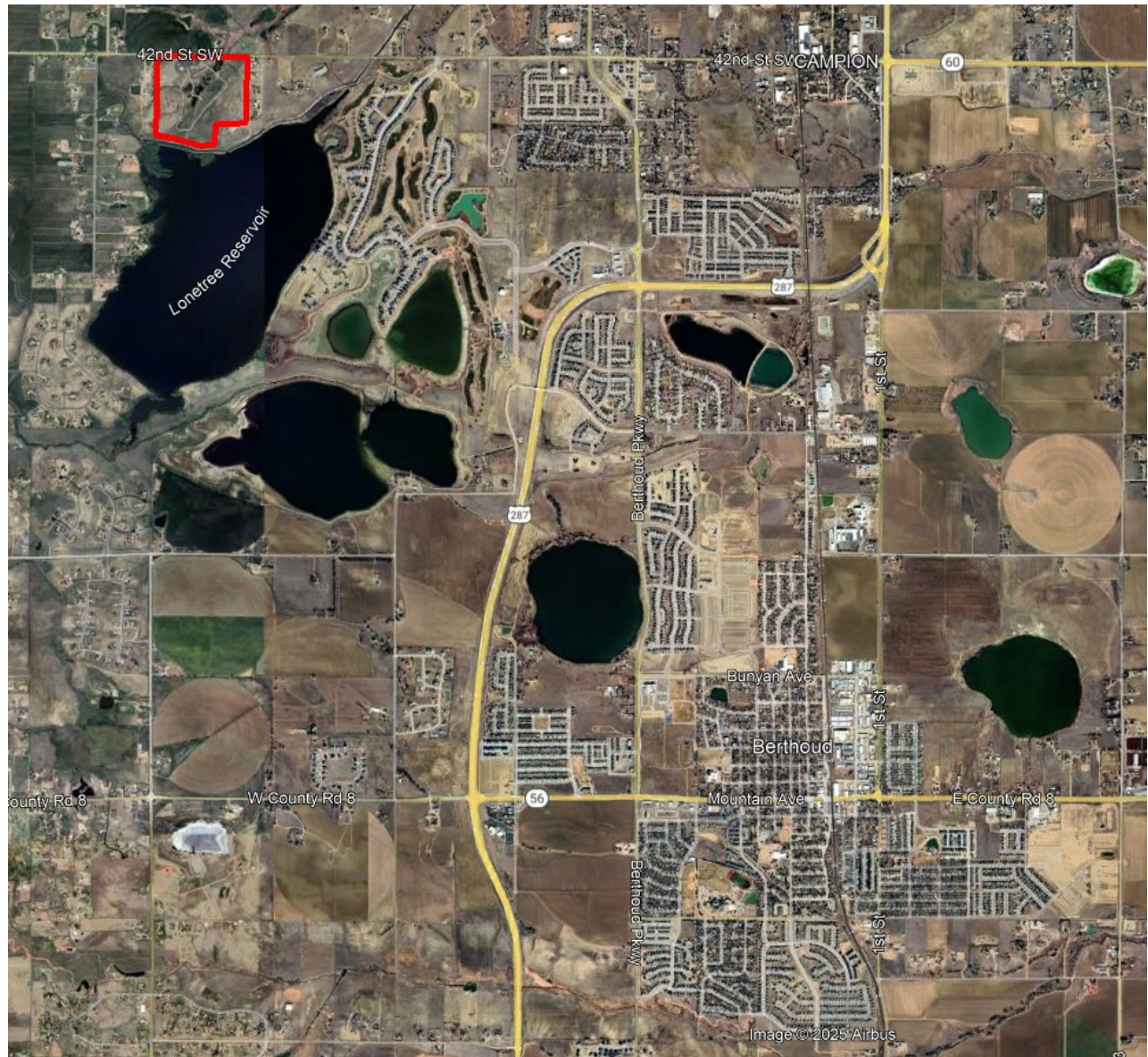
COMMUNITY TOUCHSTONES:

The Jaskowski property reflects Berthoud's commitment to preserving its rural heritage and natural landscapes while thoughtfully planning for future community use. The site honors its agricultural roots, supports wildlife habitat, and offers scenic open space—all key to Berthoud's **Community Identity**. The current **Sustainable** land use balances environmental preservation with low-impact recreation.

RECOMMENDED ACTION(S):

Board to provide feedback on the conceptual design and trial retriever dog training.

Project Location



BERTHOUD JASKOWSKI PROPERTY



BASE PLAN
DISC HOUND PARK

PLAN FEATURES & QUANTITIES

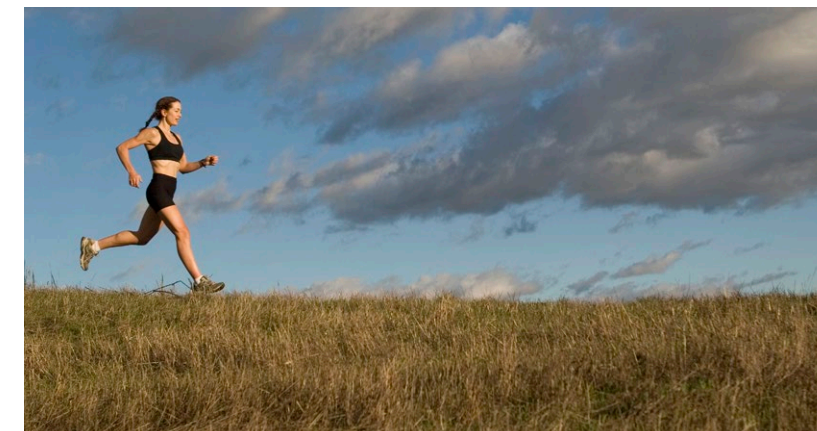
- 14 ACRES OF ENHANCED WETLANDS
- 35 ACRE 18-HOLE DISC GOLF COURSE / OPEN SPACE WITH NATIVE SEED (POTENTIAL FOR WILDFLOWER, SUNFLOWER, CLOVER...ETC. FIELDS)
- 25 ACRE WORKING FARM WITH ACCESS ROAD
- 6 ACRES OF ENTRY AREA (PARKING, DRIVEWAYS)
- PUBLIC PARKING NEAR ENTRY SHADED PICNIC PAVILION & BIRD BLIND
- TOWN OF BERTHOUD STORAGE & OFFICES
- POTENTIAL ART FEATURES THROUGHOUT
- CRUSHER FINES WALKING LOOPS & PATHS
- DOCK & BOARDWALK WITHIN WETLANDS



ENHANCED WETLANDS

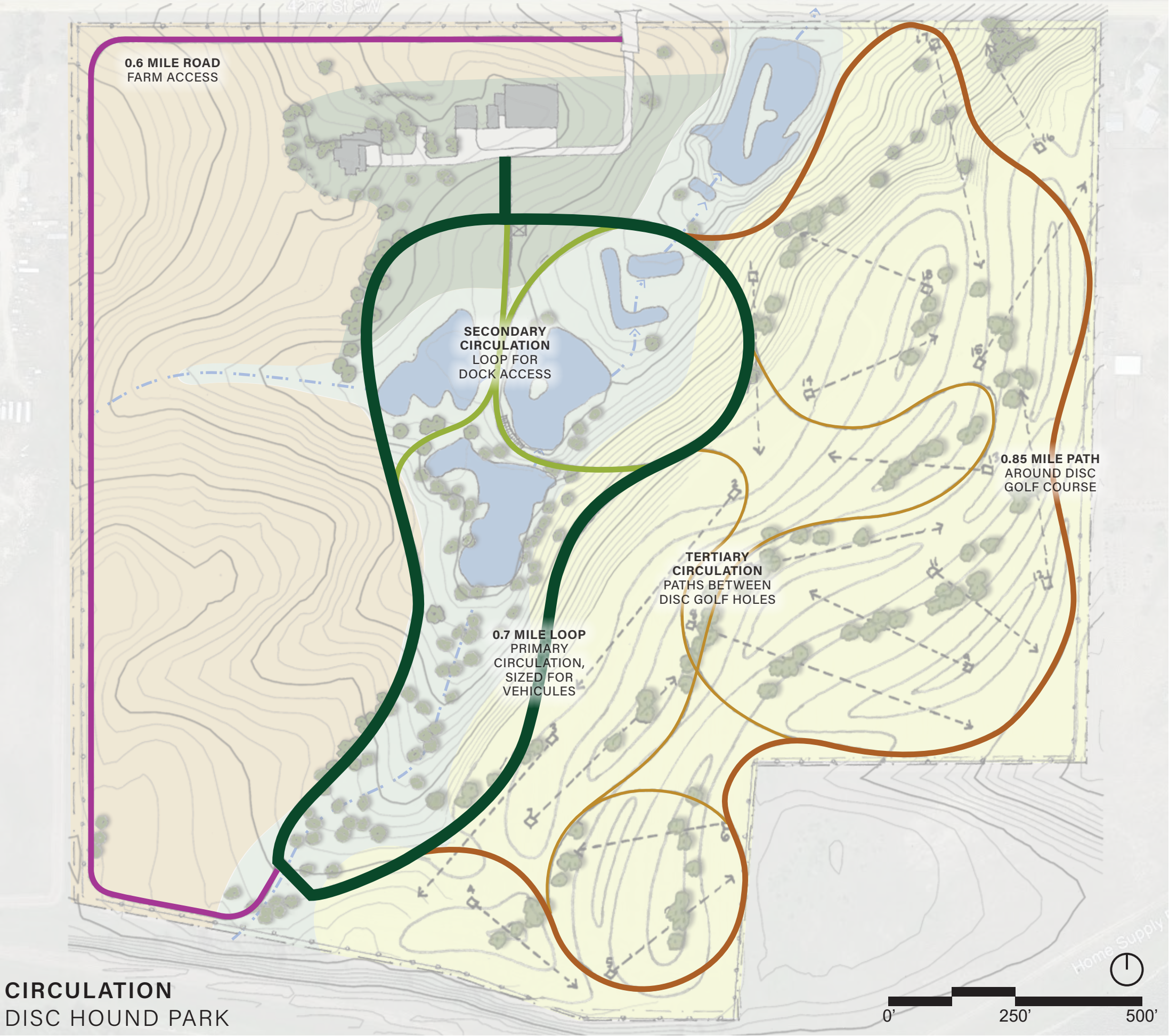


DOCK OVERLOOKS



OPEN SPACE TRAILS AROUND DISC GOLF

BERTHOUD JASKOWSKI PROPERTY



INSPIRATION - HOGBACKS WEST OF BERTHOUD



BIRD BLIND AT POND



HIGH AND LOW LINEAR MOUNDS



MOUNDING WITH SOFT PATHS

EXAMPLE PARKING SCHEMES

AT DEDICATED DISC GOLF COURSES

LEGEND

- APPROXIMATE BOUNDS
- PARKING LOT LOCATION
- *NOTE: AERIAL IMAGES N.T.S.

WEST FORK DISC GOLF

HIGHLANDS RANCH



- 17 ACRES
- 18 HOLES
- **54 PARKING SPACES**
 - FORMAL PAVED LOT
 - SURROUNDING CHURCH LOT AND COMMERCIAL SPACES CAN PROVIDE OVERFLOW PARKING

BEAVER RANCH DISC GOLF

CONIFER



- 60 ACRES
- 21 HOLES
- **72 PARKING SPACES**
 - INFORMAL GRAVEL LOT
 - NO WHEEL STOPS
 - OVERFLOW PARALLEL PARKING AVAILABLE ALONG ENTRY ROAD

CENTRE HILLS DISC GOLF

AURORA



- 20 ACRES
- 18 HOLES
- **85 PARKING SPACES**
 - FORMAL PAVED LOT
 - SURROUNDING COLLEGE LOT AND COMMERCIAL SPACES CAN PROVIDE OVERFLOW PARKING

PUBLIC PARKING SCHEMES

BERTHOUD JASKOWSKI PROPERTY



LEGEND

MAINTENANCE EQUIPMENT EXIT PATH THRU LOT

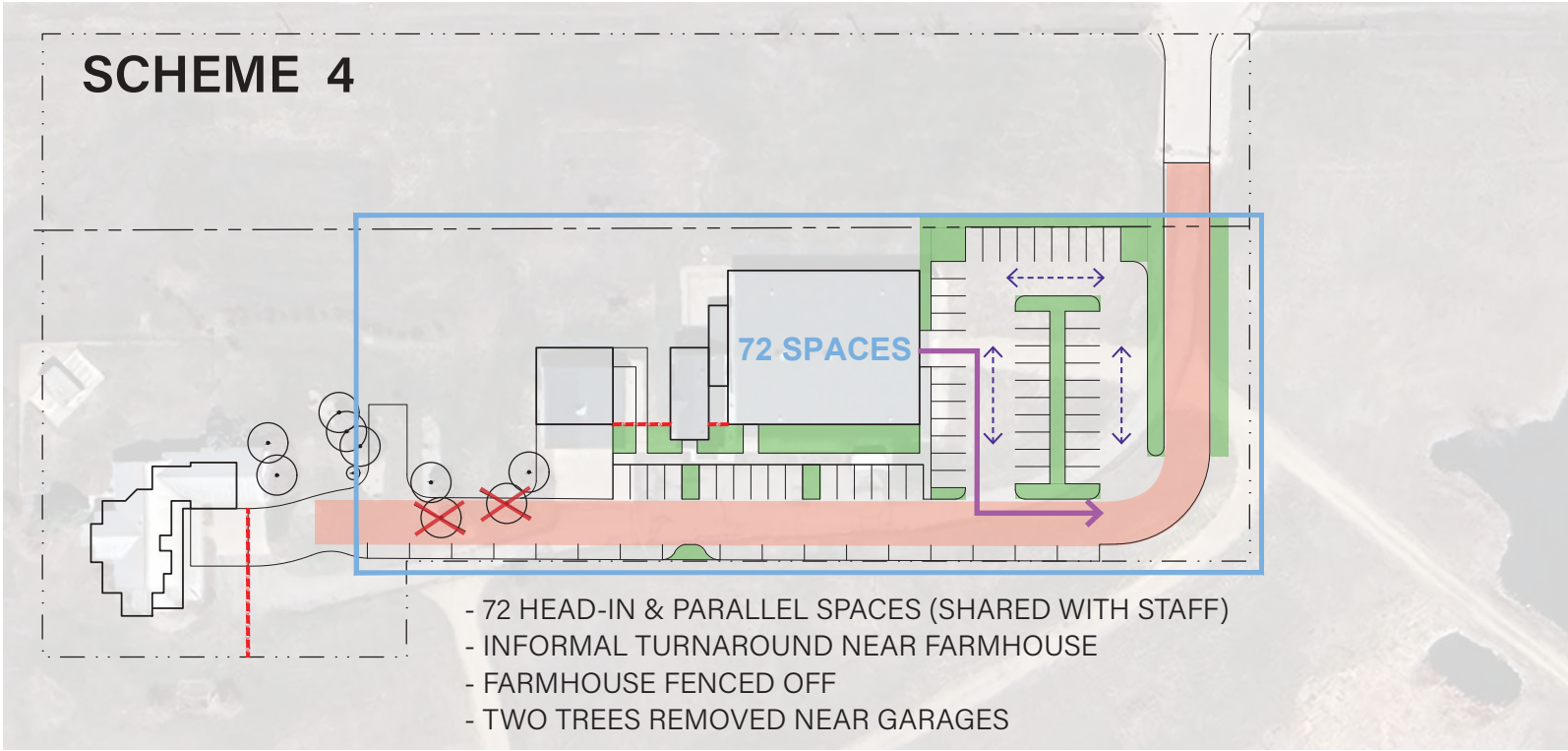
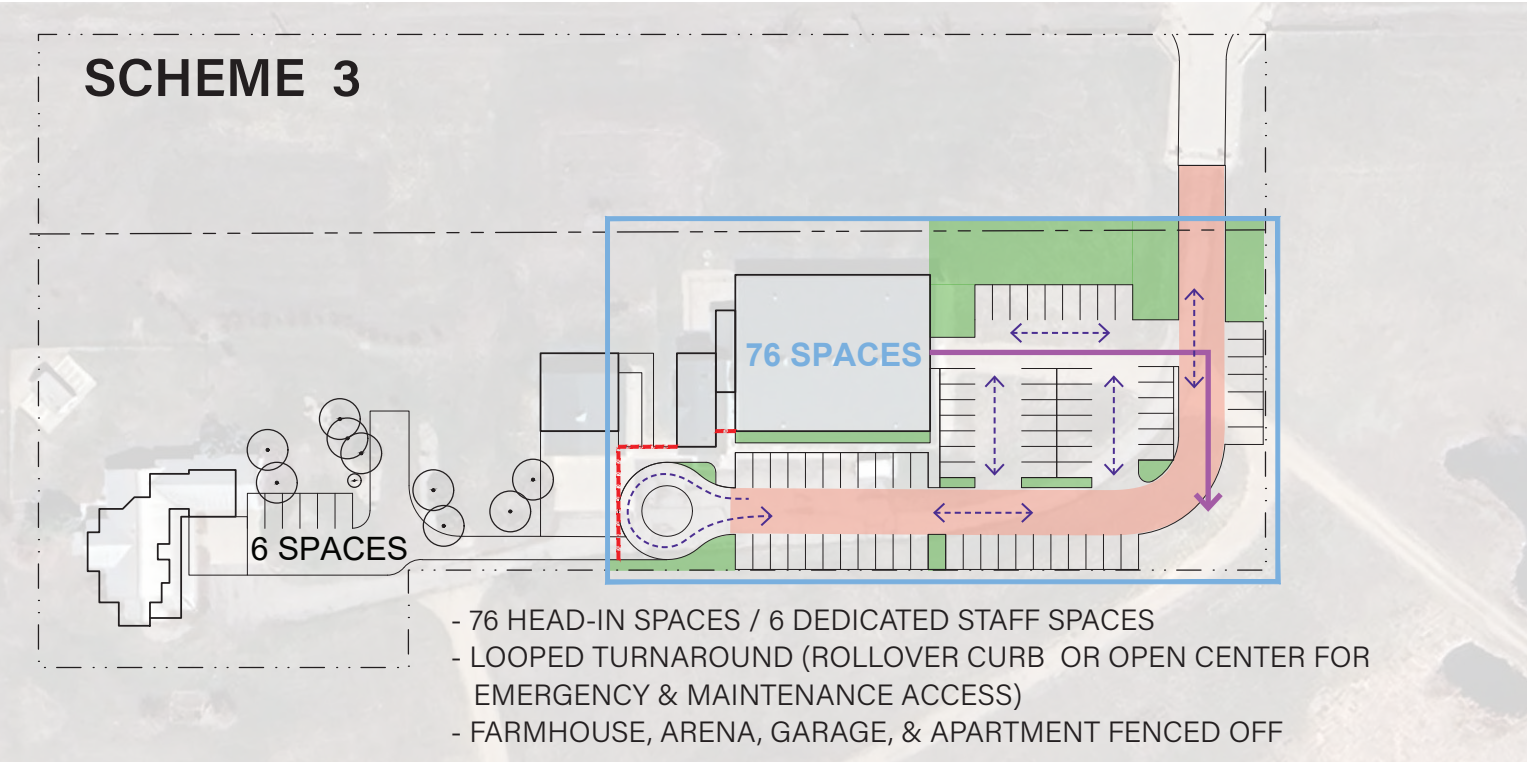
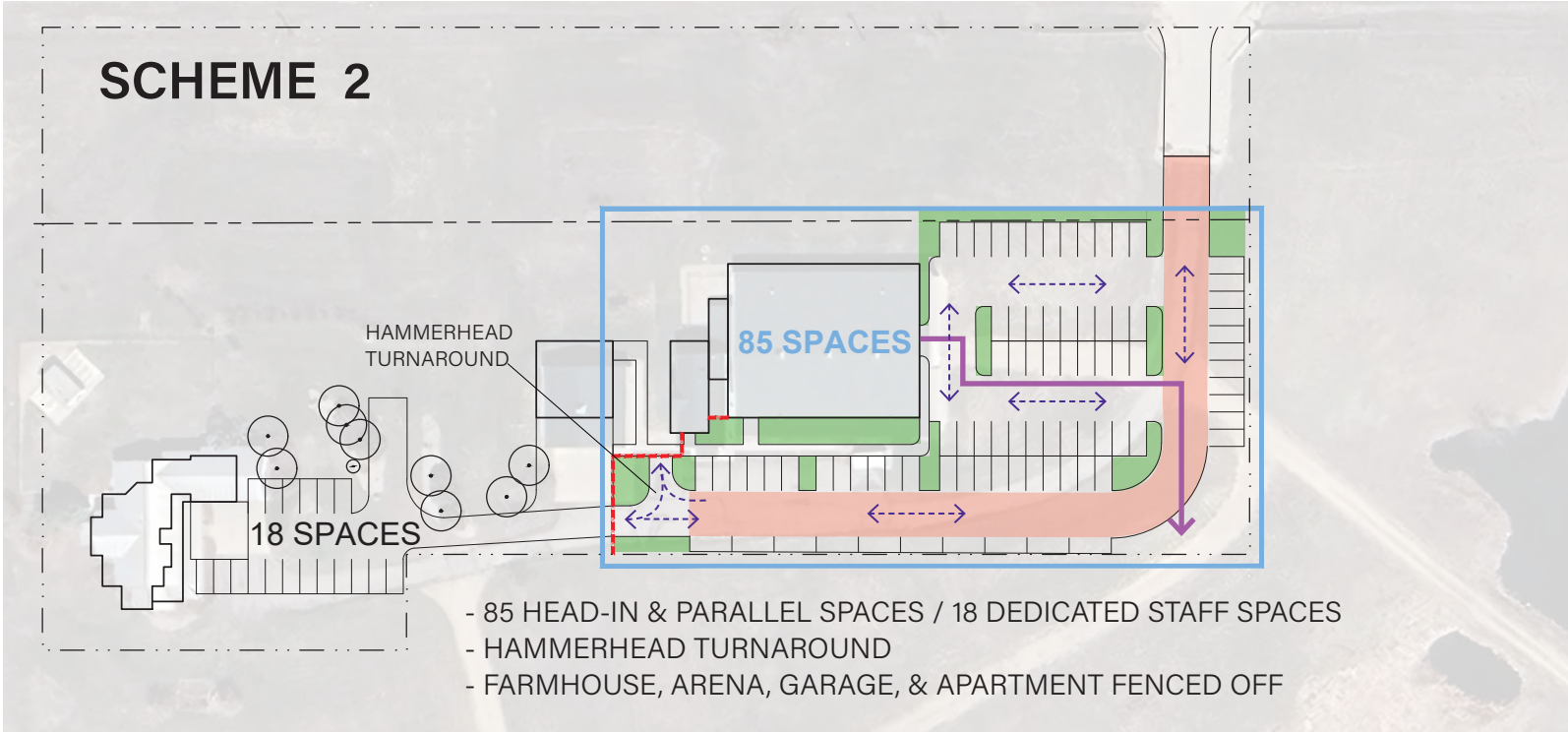
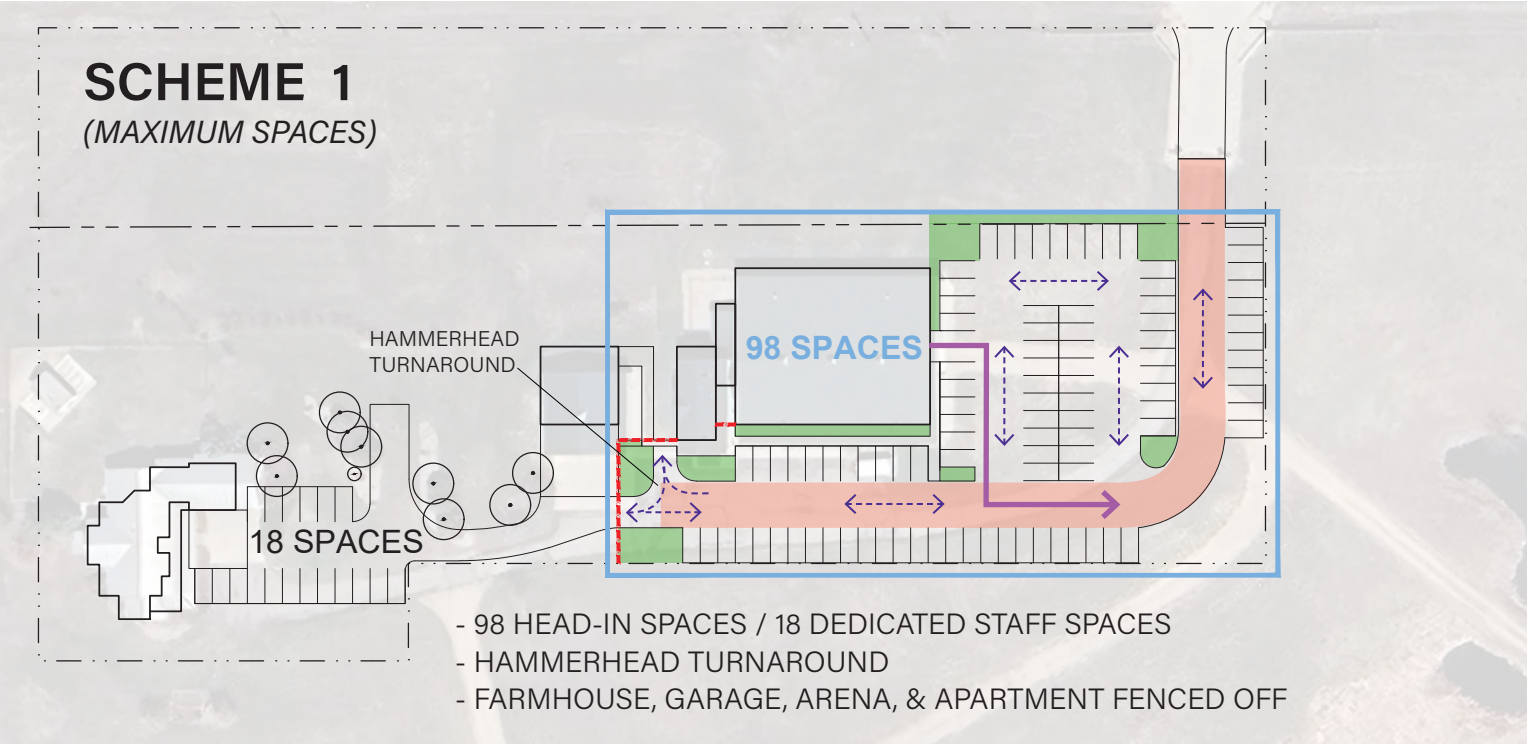
PUBLIC PARKING BOUNDS

FENCED OFF AREA

PUBLIC DRIVEWAY EXTENTS

DIRECTIONAL PUBLIC VEHICLE FLOW

MEDIAN PLANTING WITHIN PARKING AREA





#114232

SCOTT DOYLE, RECORDER, LARIMER COUNTY CO

RCPTN# 2003-0025594 03/03/2003 12:02:15

PAGES - 15 FEE \$76.00 DOC \$0.00

DEED OF CONSERVATION EASEMENT
Jaskowski Property, Larimer County, Colorado

This DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made this 28th day of February, 2003, by Eileen S. Jaskowski, having an address of 2905 West County Road 14, Loveland, CO 80537, (hereinafter "Grantor"), in favor of LEGACY LAND TRUST, a Colorado nonprofit corporation, having an address of 214 S. College Avenue, Suite 200, Fort Collins, Colorado, 80524, (hereinafter "Grantee"), for the purpose of conserving the agricultural, wildlife and plant habitat, open space and scenic qualities of the subject property. The following Exhibits are a part of this Conservation Easement:

Exhibit A – Legal Description of Property

Exhibit B – Map of Property

Exhibit C - Building Envelope

Exhibit D – Water Certificate Copy Showing Ownership to Include Grantee

RECITALS

- A. Grantor is owner in fee simple of certain real property in Larimer County, Colorado, more particularly described in Exhibit A attached hereto and incorporated by this reference, (hereinafter, the "Property").
- B. The Property possesses agricultural, natural, scenic, and open space values (collectively, "Conservation Values") of great importance to the Grantor, the area residents, the people of Larimer County and the people of the State of Colorado.
- C. In particular the Property consists of approximately two acres of wetlands, four acres of constructed ponds, and 70 acres of grassland. The Property is located to the south of County Road 14 and to the north of Lonetree Reservoir. The total acreage protected by this conservation easement is approximately 78 acres.
- D. The specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated February 2003, to be kept on file in the offices of the Grantee and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the condition of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with terms of this grant.
- E. Grantor intends that the Conservation Values of the Property be preserved and maintained by permitting only those uses on the Property that do not significantly impair or interfere with them, including, without limitation, those land uses relating to the continuation of land use

When recorded, please return to:

Legacy Land Trust

214 S. College Avenue, Suite 200

Fort Collins, CO 80524

patterns, including those relating to agriculture and retriever dog training, occasional dog training seminars and/or field trials or hunt tests existing at the time of this grant.

- F. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.
- G. Grantee is a publicly supported, tax-exempt nonprofit organization, founded in 1993, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is to facilitate the acquisition and preservation of environmentally sensitive areas, critical wildlife habitat, and other lands which are important for the enrichment of present and future generations.
- H. Grantee agrees by accepting this grant to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado and in particular C.R.S. §38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

- 1. **Purpose.** The purpose of this Easement is to assure that the agricultural, natural habitat, open space, historic and scenic values of the Property will be retained in perpetuity and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. It is also the purpose of this Easement to permit the continuation of the residential and agricultural and dog training uses and other uses of the Property which are consistent with the foregoing goals.
- 2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:
 - a. To preserve and protect the Conservation Values of the Property;
 - b. To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property;
 - c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 8; and

- d. To place signs, not to exceed 18" x 24" in size, on the perimeter of the Property identifying Grantee and the existence of an Easement.
3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
- a. **Construction or Reconstruction of Structures.** As of the date of this Easement, there are four structures on the Property consisting of a residence, an implement building with a second residence, an obedience arena/kennel and a bird pen (the "**Existing Structures**"). The Existing Structures are located within the building envelope as depicted in Exhibit C (the "**Building Envelope**"). The Existing Structures may be reconstructed in their current size within the Building Envelope. Except as provided for in paragraphs 4(a) and 4(b), no other structures shall be constructed. The parties acknowledge that the property is currently formally permitted to have additional dog runs. Expansion in accordance with the current approved kennel permit shall occur within the Building Envelope.
 - b. **Subdivision.** Any division or subdivision of title to the Property, whether by physical or legal process, including partition, is prohibited.
 - c. **Timber Harvesting.** Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. Commercial timber harvesting on the property shall be prohibited.
 - d. **Mining.** The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substances is prohibited.
 - e. **Paving and Road and Trail Construction.** Except for the existing paved driveway contained within the Building Envelope, no part of the Property may be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed without the advance written permission of Grantee. Grantee shall give such permission within reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road or trail, will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Easement, and such permission shall not be unreasonably withheld.
 - f. **Trash.** The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited.
 - g. **Water Rights.** Grantor shall retain and reserve the right to use that portion of all of the Grantor's currently owned existing water rights sufficient to maintain and improve the Conservation Values of the Property, and shall not transfer, encumber, lease, sell or otherwise separate water rights sufficient to maintain and improve the Conservation Values

of the Property from title to the Property itself. Grantor holds 60 shares of Colorado-Big Thompson and two shares of Home Supply Company that shall forever be tied to the Property, and not sold, transferred, encumbered, or leased or otherwise separated from the Property. Nothing herein contained shall require the Grantor or its assigns to acquire additional water rights.

- h. **Commercial or Industrial Activity.** No commercial or industrial uses shall be allowed on the Property, except for retriever dog training; farm or agricultural products, such as grains, hay, vegetables or fruits, may be grown and harvested.
 - i. **Motorized and Recreational Vehicles.** As of the date of this Easement, there is an existing paved driveway and designated parking area within the Building Envelope and an unpaved graveled access loop through the property with designated parking areas (see **Exhibit B**). No motorized vehicles may be permitted on the Property except in the location of the existing driveway and parking area and as needed for maintenance, retriever dog training and agricultural activities.
 - j. **Livestock and Poultry.** No livestock or poultry shall be allowed on the Property, except as may be agreed to in the approved Management Plan for land and weed management purposes.
4. **Reserved Rights.** Grantor reserves to herself, and to her personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, retriever dog training, and all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property, the right to sell or otherwise transfer the Property to anyone the Grantor chooses, and the right to honor existing and to grant additional access easements across the Property.
- a. **New Structures and Improvements.** Grantor reserves the right to construct improvements or alter the Property within the Building Envelope with advance written permission of the Grantee. New non-residential buildings and other improvements related to agricultural uses, including irrigation system improvements, corrals, small sheds, and protective covers, may be built with advance written permission of Grantee. Grantee shall give such permission within reasonable time, unless Grantee determines that the proposed building, structure or improvement will substantially diminish or impair the Conservation Values of the Property. Grantor reserved the right to add, alter or enlarge open water areas where cattail stands or ponds now exist, consistent with the Conservation Values of the Property.
 - b. **Fences and Ditches.** Grantor may repair or replace existing fences and ditches, and new fences and ditches may be built for purposes of reasonable and customary management of the Property.

- c. **Trees.** Grantor may plant native trees for windbreaks on the property or to improve habitat for wildlife, as specified in the Management Plan.
 - d. **Retriever Dog Training.** Grantor may continue to train retriever dogs on Property as a private pursuit. Dog training shall not be subject to seasonal restrictions. All dog training conducted on the Property shall be in accordance with the Management Plan described in paragraph 5 below.
5. **Land Management.** The Property shall be managed in accordance with good conservation practices and in accordance with a Management Plan prepared and accepted with the mutual consent of Grantor and Grantee, which plan shall be reviewed by each party no less frequently than every five years. No update of the Management Plan shall be made without the agreement of Grantor and Grantee. No chemicals shall be used for management of the Property, except for control of noxious weeds, without the prior approval of both Grantor and Grantee.
6. **Notice of Intention to Undertake Certain Permitted Action.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Easement.
7. **Grantee's Approval.** Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.
8. **Enforcement.** Grantee shall have the right to prevent and correct or require correction of violation of terms and purposes of this Easement. Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantors in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists or has occurred, Grantee may attempt to obtain an injunction to stop the violation, temporarily or permanently. The Grantor may also request that a court issue an injunction to require Grantor

to restore the Property to its condition prior to the violation. Notwithstanding the foregoing, when, in the Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take immediate appropriate legal action.

9. **Costs of Restoration; Recoverable Costs.** Any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. In the event a conflict arises between the parties concerning this Easement that results in legal proceedings, the prevailing party shall be entitled to have its reasonable costs paid by the other party. Recoverable costs include the cost of suit and reasonable attorneys' fees.
10. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
11. **Waiver of Certain Defenses.** Grantor hereby waives any defenses of laches, estoppel or prescription and any defenses available under CRS Section 38-41-119.
12. **Acts Beyond Grantors' Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
13. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
14. **Grantor's Title Warranty.** Grantor warrants to have good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations, and hereby promises to defend title to the Property against all claims that may be made against it by any person claiming, by, through, or under Grantor. The parties intend that this Easement encumber the Property, including any and all soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance of any type or character on or thereunder described herein, whether any such interest is now owned or is later acquired.
15. **Costs and Liabilities.** Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication, and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of

any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

16. **Taxes and Responsibilities.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall be responsible for any costs associated with weed control and eradication.
17. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations of grantor specified herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law.
18. **Extinguishment.** If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with paragraph 19 below.
19. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction, if any, for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.
20. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

21. **Assignment.** The Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, and the applicable regulations promulgated thereunder, and (b) authorized to acquire and hold conservation easements under Colorado law.
22. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
23. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Eileen S. Jaskowski
2905 West County Road 14
Loveland, CO 80537

To Grantee: Legacy Land Trust
214 S. College Avenue, Suite 200
Fort Collins, CO 80524

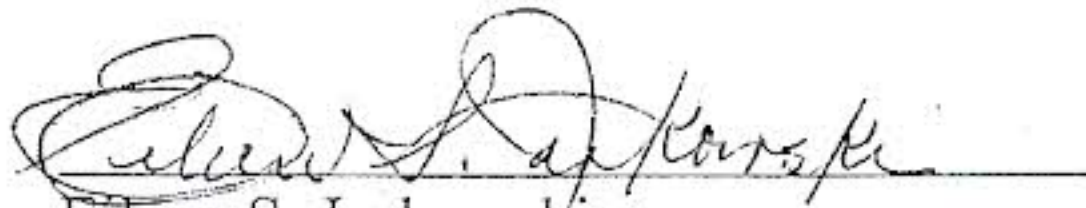
or to such other address as either party time to time shall designate by written notice to the other.

23. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Larimer County, and may re-record it at any time as may be required to preserve its rights in this Easement.
24. **General Provisions.**
- a. **Controlling Law.** The laws of the State of Colorado shall govern the interpretation and performance of this Easement.
- b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101 et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement what would render the provision valid shall be favored over any interpretation that would render it invalid.

- c. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and superseded all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- e. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.
- f. **Joint Obligation.** The obligations imposed by this Easement upon Grantors shall be joint and several.
- g. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- h. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- i. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- j. **Amendment.** If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantors and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties and recorded.
- k. **Adequate Insurance.** Grantor shall maintain adequate general liability insurance on the Property. Grantor warrants that the Grantee is and will continue to be named as an additional insured on such policy. Grantor shall provide a copy of such insurance or certificate of such insurance to the Grantee at the time this Easement is executed and on an annual basis thereafter.

IN WITNESS WHEREOF Grantors and Grantee have executed this Deed of Conservation Easement on the day and year first above written.

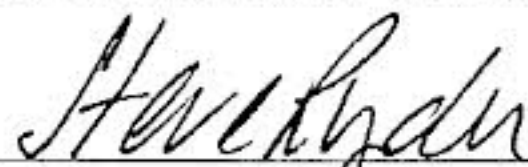
Grantor:


Eileen S. Jaskowski

Grantee:

LEGACY LAND TRUST

by

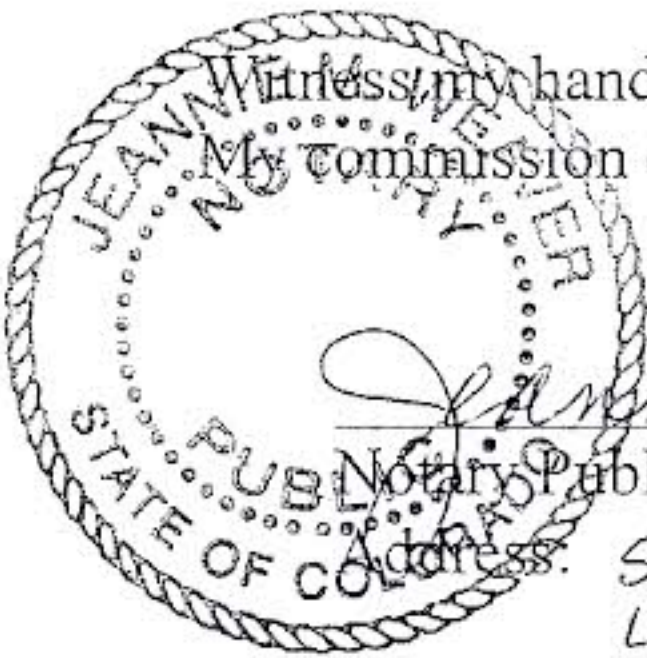

Steve Ryder, Executive Director

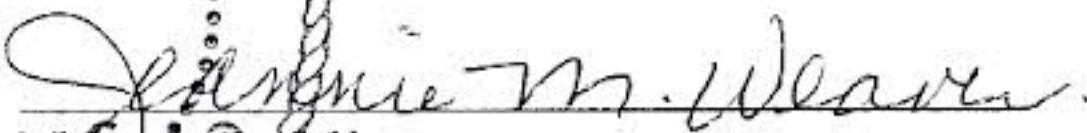
STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

Acknowledged, subscribed and sworn to before me this 28th day of February, 2003, by Eileen S. Jaskowski.

Witness my hand and official seal.

My commission expires 10-1-03.



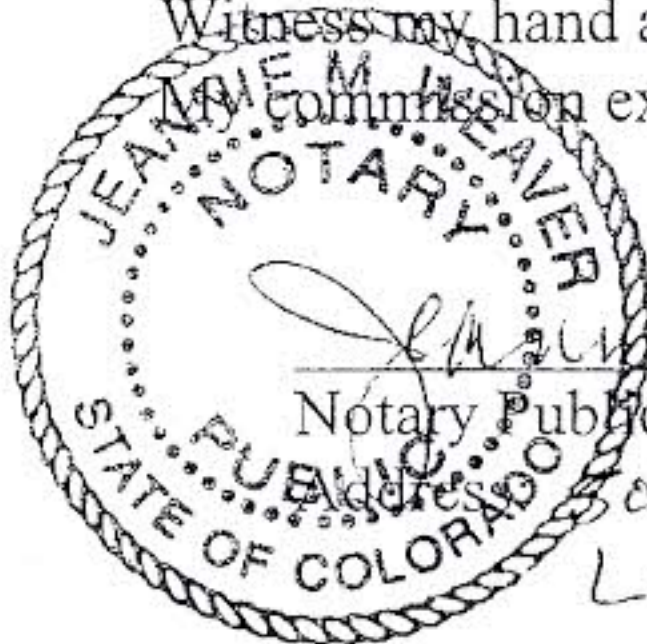

Notary Public
Address: 500 E. 3rd St.
Loveland, CO 80538

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

Acknowledged, subscribed and sworn to before me this 28th day of February, 2003, by Steve Ryder, Executive Director, on behalf of LEGACY LAND TRUST.

Witness my hand and official seal.

My commission expires 10-1-03.



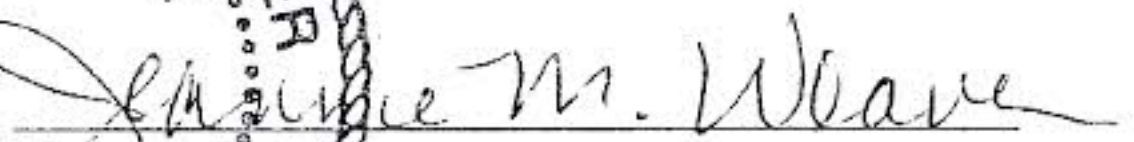

Notary Public
Address: 500 E. 3rd St.
Loveland, CO 80537

Exhibit A. Legal description of the Property.

Exhibit B. Map of Property

Exhibit C. Building Envelope and Reserved Property Improvements

Exhibit D. Water Certificate Copies

Exhibit A. Legal Description of the Property.

PARCEL I:

A portion of the Northwest Quarter of Section 4, Township 4 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of said Northwest Quarter of said Section 4 as bearing North 89°59'30" East and with all bearings contained herein relative thereto. Also considering said North line as being monumented with a 2" aluminum cap stamped PLS 23500 at the Northwest corner of said Northwest Quarter and a 1" iron pipe and a 2" brass cap stamped PLS 20676 at the North quarter corner of said Section 4;

Commencing at the Northwest corner of said Section 4, from which the North quarter corner of said Section 4 bears North 89°59'30" East a distance of 2668.59 feet;

Thence South 00°03'00" East, along the West line of the Northwest Quarter of said Section 4, a distance of 30.00 feet to the POINT OF BEGINNING;

Thence South 0°03'00" East, continuing along said West line, a distance of 1720.96 feet to the North right-of-way line of the Consolidated Home Supply Ditch, according to the "Plat of Lonetree Reservoir and Land owned by the Consolidated Home Supply Ditch and Reservoir Company" as prepared by Thorwald Harvey Sackett in February of 1961;

Thence along said right-of-way line and along the boundary of said land owned by the Home Supply Ditch and Reservoir Company, the following six (6) courses and distances;

1. South 79°28'00" East, a distance of 753.00 feet;
2. South 69°19'00" East, a distance of 261.97 feet;
3. North 87°56'00" East, a distance of 321.92 feet;
4. South 83°17'00" East, a distance of 20.53 feet;
5. North 00°08'30" East, a distance of 489.99 feet;
6. North 89°57'10" East, a distance of 665.78 feet to the East line of the West One-Half of the Northeast Quarter of the Northwest Quarter of said Section 4, as found Monumented by a 1" iron pipe with a plastic seal stamped LS 4112 at the South end of said West line and a number 4 rebar at the North end of said West line; thence North 00°13'52" East, along said West line, a distance of 1451.74 feet to a point on the South right-of-way line of Larimer County Road Number 14, from which the Northeast corner of the West One-Half of the Northeast Quarter of the Northwest Quarter of said Section 4 bears North 00°13'52" East, a distance of 30.00 feet; thence South 89°59'30" West, along said South right-of-way line, a distance of 2001.84 feet to the POINT OF BEGINNING;

County of Larimer, State of Colorado

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

That portion of the Northwest Quarter of Section 4, Township 4 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the Northwest Quarter of said Section 4 as bearing North 89°59'30" East and with all bearings contained herein relative thereto;

Beginning at the Northwest corner of said Section 4; thence along the West line of the Northwest Quarter of said Section 4 South 00°03'00" East 30.00 feet to a point on the Southerly right of way line of Larimer County Road No. 14 and the TRUE POINT OF BEGINNING; thence departing along said Southerly right of way line and continuing along the West line of said Northwest Quarter South 00°03'00" East 1721.00 feet more or less, to a point on the North right of way line of the Consolidated Home Supply Ditch,

according to the "Plat of Lonetree Reservoir and land owned by the Consolidated Home Supply Ditch and Reservoir Company", as prepared by Thorwald Harvey Sackett in February of 1961; thence along said right of way line and along the boundary of said land owned by the Home Supply Ditch and Reservoir Company, the following five (5) courses and distances:

- 1) South 79°28'00" East 753.00 feet;
- 2) South 69°19'00" East 261.97 feet;
- 3) North 87°56'00" East a distance of 321.92 feet;
- 4) South 83°17'00" East, a distance of 20.53 feet;
- 5) North 00°08'30" East a distance of 489.99 feet;

Thence departing said right of way and boundary of said land owned by the Home Supply Ditch and Reservoir Company and continuing North 00°08'30" East 523.70 feet; thence South 89°57'00" West 605.69 feet; thence North 00°03'00" West 928.92 feet, more or less, to a point on the Southerly right of way line of Larimer County Road No. 14; thence along said Southerly right of way line South 89°59'30" West 725.00 feet to a point on the West line of the Northwest Quarter of said Section 4 and the TRUE POINT OF BEGINNING.

COUNTY OF LARIMER, STATE OF COLORADO

PARCEL II:

That portion of the Northwest Quarter of Section 4, Township 4 North, Range 9 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:
Considering the North line of the Northwest Quarter of said Section 4 as bearing North 89°9'30" East and with all bearings contained herein relative thereto:

Beginning at the Northwest corner of said Section 4; thence along the West line of the Northwest Quarter of said Section 4 South 00°03'00" East 30.00 feet to a point on the Southerly right of way line of Larimer County Road No. 14 and the TRUE POINT OF BEGINNING; thence departing said Southerly right-of-way line and continuing along the West line of said Northwest Quarter South 00°03'00" East 1721.00 feet, more or less, to a point on the North right of way line of the Consolidated Home Supply Ditch, according to the "Plat of Lonetree Reservoir and land owned by the Consolidated Home Supply Ditch and Reservoir Company", as prepared by Thorwald Harvey Sackett in February of 1961; thence along said right-of-way line and along the boundary of said land owned by the Home Supply Ditch and Reservoir Company, the following five (5) courses and distances:

- 1) South 79°28'00" East 753.00 feet;
- 2) South 69°19'00" East 261.97 feet;
- 3) North 87°56'00" East 321.92 feet;
- 4) South 83°17'00" East 20.53 feet;
- 5) North 00°08'30" East 489.99 feet;

Thence departing said right of way and boundary of said land owned by the Home Supply Ditch and Reservoir Company and continuing North 00°08'30" East 523.70 feet; thence South 89°57'00" West 605.69 feet; thence North 00°03'00" West 928.92 feet, more or less, to a point on the Southerly right of way line of Larimer County Road No. 14; thence along said Southerly right of way line South 89°59'30" West 725.00 feet to a point on the West line of the Northwest Quarter of said Section 4 and the TRUE POINT OF BEGINNING;

COUNTY OF LARIMER, STATE OF COLORADO

Exhibit B. Map of Property, Property Improvements, and Important Features.

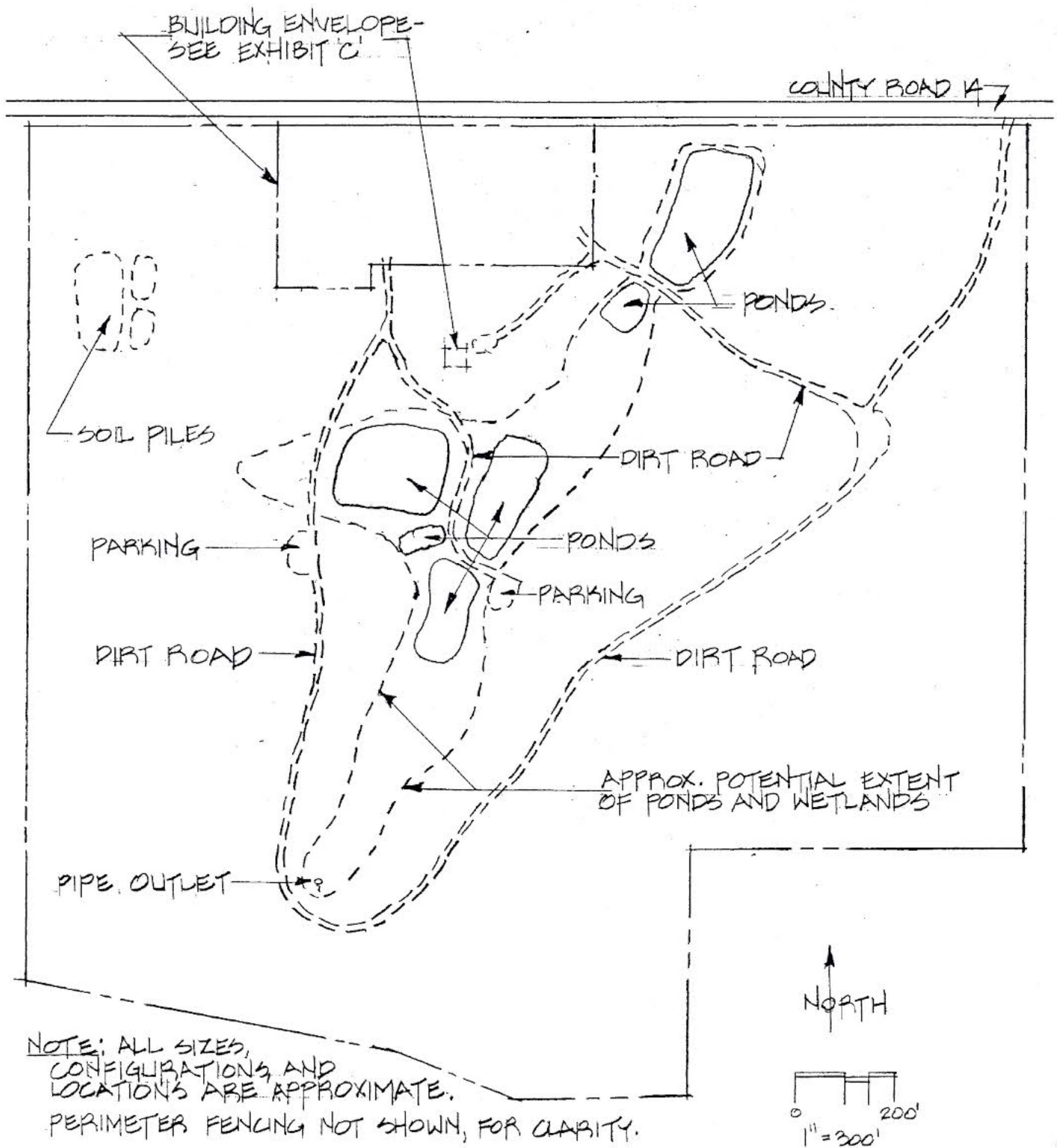


EXHIBIT 'C' - BUILDING ENVELOPE

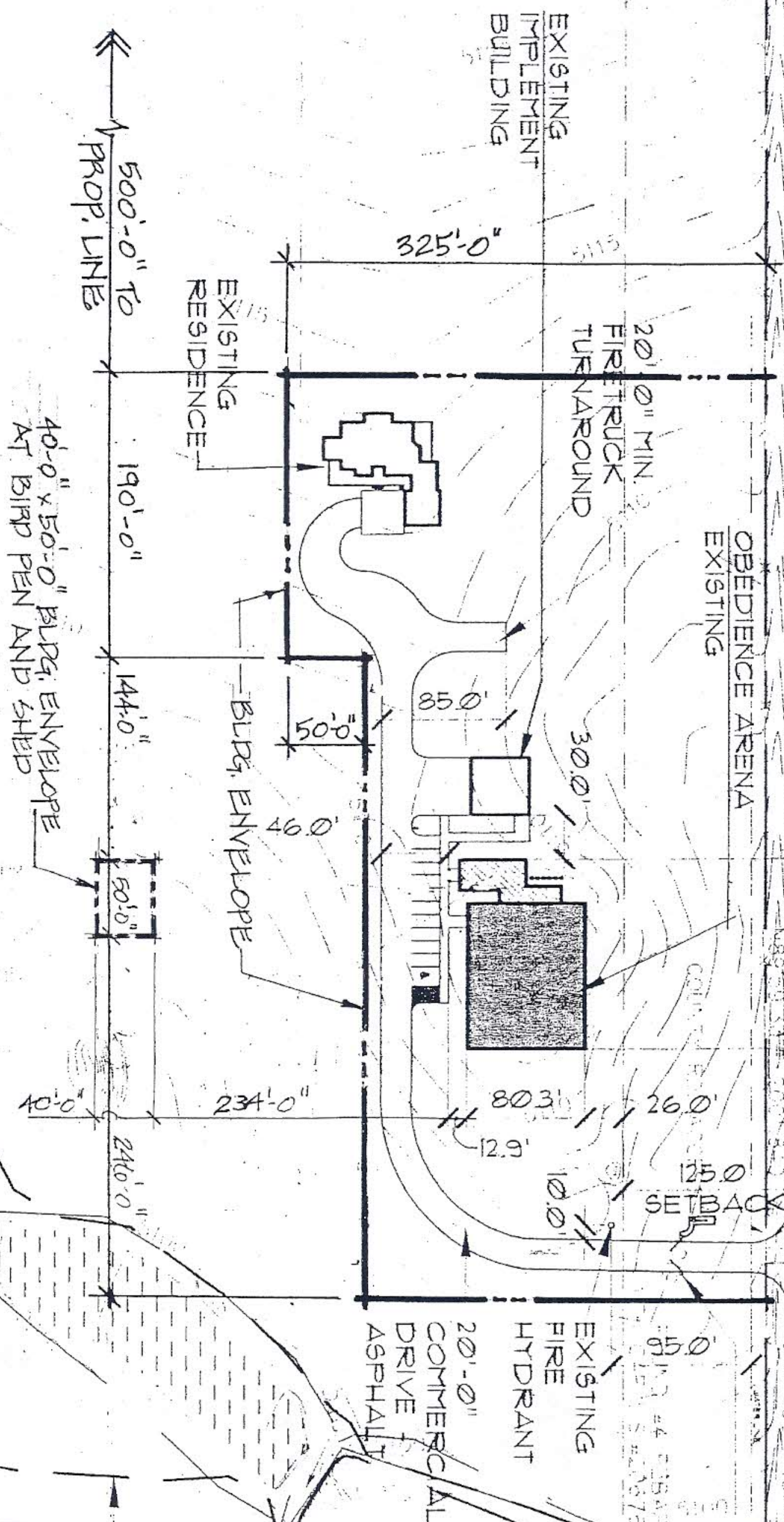
834.1' JASKOWSKI PROPERTY

VERIFY

130.3'

VERIFY

NORTH 1" = 100'



No 6319

Incorporated Under the
Laws of the State of Colorado

-2-
Shares

The Consolidated Home Supply Ditch and Reservoir Co.



CAPITAL STOCK
\$100,000

2,000 SHARES
\$50 EACH

This is to Certify that EILEEN S. JASKOWSKI AND THE LEGACY
LAND TRUST WITH AN UNDIVIDED INTEREST

is the owner of Two Shares of Capital Stock of
The Consolidated Home Supply Ditch and Reservoir Company, full paid
transferrable only on the books of the Company, in person, or by attorney,
on surrender of this certificate.

Witness the Seal of the Company and the Signatures of the President
and Secretary at Loveland, Colorado, this 26 day of NOVEMBER

2002

Kenneth M. Mackham
President

Walter Helger
Secretary



PORT COMMITTEE MEETING MINUTES

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Wednesday, March 5, 2025 - 6:00 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

A. Call to Order – The PORT Committee meeting was called to order by L. Roth at 6:00pm.

B. Roll Call

- Lauren Roth – Chair – Here
- Carolyn Hobson – Vice Chair – Here
- Anna Murphy – Secretary – Here
- Callie West – Here
- Kari Weisen – Here
- Sean Henry – Here
- Michael Brennan – Here
- Audrey Roth, BYAC Liaison – Here
- Karl Ayers, Trustee Liaison – Here
- Keith Knoll, Staff Representative – Here

Prior to the approval of the PORT committee minutes, Mr. Michael Brennan, new PORT Committee member, briefly introduced himself. M. Brennan has been a Berthoud resident since 2021. He previously served in the Army and currently works for the U.S. Forest Service.

C. Approval of Minutes – February 5, 2025

- No further changes or edits to the Wednesday, February 5, 2025 PORT Committee minutes. C. West motioned to approve the Wednesday, February 5, 2025 PORT Committee meeting minutes. K. Weisen seconded. All in favor. Minutes were approved.

Lauren Roth
4/2/25

D. Public Comment – Non-Discussion Items

- None.

E. Discussion Items

a. Jaskowski Property Update – Keith Knoll – Public Works Operations Manager

- K. Knoll said staff have an upcoming meeting with Colorado Open Lands (COL) to review the latest design plans for the Jaskowski property. COL had approved a previous version of the Jaskowski design. Pending feedback from COL, the design plans will be taken to the Town Board.
- K. Knoll shared a presentation to PORT on the latest design plans for Jaskowski.
 - *Buildings* – The location of the buildings is not ideal for Town staff to utilize. There is currently some storage of Town property at the property. Question on whether Town has looked at the condition of the buildings. Yes. The house, barn, and garage are all in good to great shape; however, the condo apartment is in poor shape. K. Knoll noted the house can't be rented. PORT previously and still defers to staff on the buildings. Question/suggestion to consider whether there would be a need to take down the buildings due to security issues. Suggestion by a PORT member to consider turning the barn into an indoor recreation space (e.g., basketball courts). K. Knoll to ask if this is possible.
 - *Parking lot* – PORT liked Scheme #3, which includes 76 head-in spaces, 6 dedicated staff spaces, and a looped turnaround. Discussion that parking will depend on whether the Town decides to use any of the buildings.
 - *Disc golf* – Topography has been added, and additional trees are proposed to be planted.
 - *Trails & Ag land* – Trails would move throughout the property, and farming would continue on the west side (25 acres). One PORT committee member noted the nice views on the property and that the trails will be used.
 - *Dog retriever training* – Suggestion to add verbiage to the presentation (plan features) about dog retriever training and possibly add a photo, so this doesn't get lost moving forward.
 - *Other* - Question about why art features were mentioned in the presentation. This was only intended for conceptual purposes and is not shown in any proposed drawings. Question about facilities plans for restrooms. Staff are considering turning the condo into restrooms, as plumbing is already in place.
- Three representatives from the Platte Valley Hunting and Retriever Club (PVHRC) were present at this meeting, as it was their understanding from the February 5, 2025 meeting that PORT committee members were going to review the PVHRC proposal to grant access to the Jaskowski property for a pilot program, prior to the public opening of the property. This request came in a document handed out to PORT committee members at the February 5 and March 5, 2025 meetings.
- K. Ayers suggested PORT committee members discuss and, if possible, come forth with a recommendation to the Town Board members.
- K. Knoll noted that the possible use of dog training in the ponds is currently under review by COL.

- PVHRC club members said that access to the properties is on a membership basis, and members are able to identify themselves properly. They also noted that Jaskowski has been sitting idle for many years, and the previous owner used this property for dog training.
- Question about the timeline for the public opening of Jaskowski. No clear timeline, but the current thinking is that arboretum/outdoor pool are a higher priority. There is also some work planned around the Rookery.
- Question about whether trails will affect how the dogs are trained? Trails are considered a “factor”.
- Question about whether the Town could approve use on a trial basis (e.g., one year) vs. a permanent permit? This would provide an opportunity to learn more about retriever training. K. Knoll noted multiple retriever clubs have reached out and asked about using this property.
- One PORT committee member noted that having both disc golf and continuing dog retriever training could enhance Berthoud’s image of supporting activity clubs.
- One PORT committee member raised concerns about allowing access to Jaskowski prior to opening to the public, including breaking precedence (this has not been allowed before on other properties owned by the Town), potential questions and confusion from residents about whether the property is open and available for public use, and too many questions.
- Committee members discussed possible recommendations to the Town board. e.g., recommending to proceed with a pilot program, recommending to take it to the trustees to make a decision, recommending to consider options, etc.
- C. Hobson motioned that the Town board and staff consider and explore dog training on the Jaskowski property, on a trial basis, prior to the development of the property. C. West seconded. All in favor. Unanimous approval and recommendation by PORT.
- K. Knoll discussed the next steps PVHRC members could take to ensure their voices are heard at the appropriate time (e.g., Town board meeting).

b. Berthoud Arboretum Update – Keith Knoll – Public Works Operations Manager

- K. Knoll noted the Construction Documents (CDs) are well underway (60% design completion), and they are hoping for full design completion by the summer.
- Purchase of the 7.5-acre property from Thompson School District (part of the new Arboretum proposal) is still in progress, and staff would like to secure this land before moving forward on the arboretum project.
- K. Knoll noted the previous arboretum proposal, without the 7.5 acre property included, was ~\$6M. The current proposal, with the 7.5 acre property included, is ~\$11M. The reduced plan is sitting at \$8M, and staff are continuing to work on phasing and cutting costs. K. Knoll shared some highlights of the current design:
 - *Lighting* – Lighting for the proposed design is expensive and may be phased, with priority on lighting on the west and south edges of the arboretum and second priority for additional lighting through the middle of the trail. Cost estimates are still in progress. Question about whether solar lighting could be used. The drawback with solar is it can’t be controlled on a timer. The parking lot, event area and main entrance would also have more lighting.
 - *Tree nursery* – proposed to the southwest of the event lawn.

- *Children's garden* – proposed as part of Phase 2.
- *Pond* – A retention pond is still proposed and would not be used for irrigation. Question about whether the pond will be aerated (pumping O₂ into pond) to mitigate on bugs. Yes, and larvicide will be applied.
- *Signage* – Staff are discussing a “monument” sign on the southwest corner of the arboretum, e.g., “The Garden Spot – Waggener Farm Park”. K. Knoll showed multiple options to PORT. Suggestion to consider using more natural material (e.g., sandstone). Suggestion by one PORT member to consider adding the Berthoud logo, as it is more interesting than white letters. K. Knoll mentioned the Town is currently working on rebranding efforts (e.g., shared, common architectural and aesthetic themes around town).
- *Concrete* – Additionally, a special concrete area with “Town of Berthoud” decorations were discussed e.g., sandblasting, “scoring” concrete with lines, stamped concrete, etc. PORT members were generally supportive of this idea.
- *Event area* – Proposal includes nicer, permanent, black fencing. Proposed bandshell won't have storage but will have a wall.
- *Trees* – Various mixes and sizes of trees, plants, wildflowers, etc.. are proposed. The current proposal has a significant number of plantings, and this will likely be trimmed down. Sightlines toward the mountains to the west and around the pond were considered with the placement of the plantings.
- *Restrooms* – K. Knoll showed potential designs. Staff would like to follow similar examples of what's already been done in Town. Question about whether a four-season bathroom is more expensive. A restroom is \$200-300k, and to add insulation/heaters is an additional \$20-30k + maintenance. Town staff appreciate the break in having to manage bathrooms for all four seasons.
- One PORT committee member would like as many plantings as possible to stay in Phase 1. It was noted many trees at the Berthoud Rec. Center have been replaced, and staff have learned a lot from that process.
- Question about whether the Town could work with developments/other projects to move dirt to the Arboretum. Dirt quality was discussed, as well as plans for the management of weeds. Staff will already be working to manage weeds this year.
- PORT committee members expressed excitement for the arboretum, and that this will be a great resource for the Town.

F. Staff updates – Parks, Open Space, Recreation, and Trails

- K. Knoll – Trail project on N. Berthoud Pkwy. is planned to open in the next couple of months. One PORT committee members said people are asking if Richardson park is being built and suggested that a note be sent out about what is actually going on at N. Berthoud Pkwy.
- The proposed outdoor pool went to the board and will get brought back to PORT soon. There was an agreement to explore the feasibility to having kiddie pool, adding eight lap lanes, and a possible indoor/outdoor retractable roof.

G. Committee updates

- A. Roth – BYAC meeting this morning and working on plans to meet other youth advisory commissions for a work day. A representative from the House of Neighborly Service (HNS) came and spoke and would like to build a team building.

H. Adjourn

- C. Hobson motioned to adjourn the meeting, and S. Henry seconded, all in favor.
Meeting adjourned at 7:30pm.

Next meeting: Wednesday, April 2, 2025 - 6:00 pm. If you require a special accommodation, please contact the Town Clerk 24 hours in advance at (970) 532-2643.

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	August 12, 2025
Agenda Title/Subject:	Parks Master Plan Update
Type of Item:	Regular Item
Purpose:	Update Park projects and receive Board feedback
Presented by:	Jeremy Olinger

ATTACHMENTS:

BACKGROUND:

In 2018 the Parks Master Plan was finalized, since then staff has followed that plan to propose projects and prioritize funding to complete previous and current park projects in the past several years. Currently, there are multiple park projects at various stages of design, development, and construction readiness. Staff would like to generally review those projects again with the Board to receive input on aligning priority of those projects with current and future funding as the Board enters a new budget cycle for 2026 as well as give direction for beyond 2026 as appropriate. Staff will give a brief presentation on the status of the Arboretum, Town Park phase 2, Jaskowski Property, Roberts Lake Park, Newell Farm, Richardson Farm (MVP park), Rec center pool addition, Knievel Farm, and bike park additions.

FISCAL IMPACT AND FUND SOURCE:

The feedback and input received at the meeting will impact future budgets and funding sources.

COMMUNITY TOUCHSTONES:

The Town of Berthoud is committed to creating park amenities that reflect our community's values of **sustainability**, **resiliency**, and stewardship for the residents. We believe that a healthy, vibrant community is built upon a foundation of balancing that responsibility with the enjoyment of creating additional park areas and spaces that all residents can use.

RECOMMENDED ACTION(S):

Receive Board direction on park projects for the current and next budget cycle and feedback for future projects to be generally scheduled for progress and completion.