



Board of Trustees Regular Meeting

807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, May 26, 2026, at 6:30 PM

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

The Board of Trustees may act 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. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Citizen Participation**
- V. Scheduled Items and Estimated Times for Discussion**
 - 1. Consent Agenda (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, an item may be removed from the Consent Agenda and considered separately.

 - a. May 26, 2026 Meeting Agenda
 - b. May 12, 2026 Meeting Minutes
 - c. May 2026 Board Report
 - d. Property Lease - 821 Mountain Avenue
 - e. FRA: Crossing Safety Program / Railroad Crossing Elimination Grant Program
 - 2. Tree Advisory Committee Presentation Regarding Arboretum (45 Min)**
 - 3. Berthoud Arboretum Discussion (20 Min)**
 - 4. Town Branding - Creative Committee Recommendations (30 Min)**

May 26, 2026, Meeting Agenda

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

5. Elected Official Reports

(20 Min)

- a. Town Board -
- b. Mayor -
- c. Staff - Town Administrator, Attorney

VI. Adjourn

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

Board of Trustees Information



Department

Meeting Date:	May 26, 2026
Agenda Title/Subject:	Consent Agenda 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, an item may be removed from the Consent Agenda and considered separately.
Type of Item:	Consent Agenda
Purpose:	To approve matters that are considered to be routine.
Presented by:	Christian Samora

Attachments:

None

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 discussion separately. Items removed from the consent agenda should be considered immediately following adoption of the amended Consent Agenda.

Update/Next Steps:

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

Fiscal Impact and Fund Source:

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

Community Touchstones:

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

Recommended Action(s):

“Move to combine and approve the items on the Consent Agenda.”
Followed by a second and a vote.



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VI. Adjourn

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor



Board of Trustees Meeting Minutes

**807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, May 12, 2026, at 6:30 PM**

5/12/2026 – Minutes

I. Call to Order

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

II. Pledge of Allegiance

Mayor Karspeck led the Pledge of Allegiance.

III. Roll Call

The following Board members were present:

Trustee Karen Anderson
Trustee Casey Grace
Trustee Sean Murphy
Trustee Brett Wing
Mayor Pro-Tem May Soricelli-Albrecht
Mayor Will Karspeck

The following Board members were absent:

Trustee Arno Olbricht

The following staff members were present:

Town Attorney Kathryn Sellars
Town Administrator Chris Kirk
Town Clerk Christian Samora
Deputy Town Clerk Lexi Dovel
Larimer County Sheriff Sergeant Justin Williamson
Community Development Director Anne Johnson
Town Planner Bella Manzo
Water & Wastewater Engineer Savana Dumler
Water Operations Manager Tyler Carpenter

IV. Citizen Participation

Abigail Smith, Randy Niece, Becky Dittmer, and Ann Karspeck spoke regarding the Berthoud Arboretum.

V. Scheduled Items and Estimated Times for Discussion

1. Consent Agenda

**(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, an item may be removed from the Consent Agenda and considered separately.

Trustee Grace requested items b, d, f, and g be removed from the Consent Agenda for individual consideration.

Trustee Murphy requested item h be removed from the Consent Agenda for individual consideration.

Trustee Anderson requested item c be removed from the Consent Agenda for individual consideration.

Trustee Wing moved to approve item a. Trustee Anderson seconded the motion. In a 6-0 roll call vote, the motion Passed.

The Board had further discussion on item b) April 28, 2026 Meeting Minutes. Trustee Grace requested additional comments be included for item 5. Amendment of the Municipal Code Regarding Backflow Prevention and Cross-Connection Control - Ordinance 1380 and for item 6. 2026 Drought Response Plan Update.

Trustee Wing moved to approve item b with the changes noted by Trustee Grace. Trustee Anderson seconded the motion. In a 6-0 roll call vote, the motion Passed.

Trustee Anderson recused herself for the discussion of item c) Habitat for Humanity Grant Application Letter of Support.

Trustee Wing moved to approve item c. Trustee Grace seconded the motion. In a 5-0 roll call vote, the motion Passed, with Trustee Anderson abstaining.

The Board had further discussion on item d) March 2026 Financial Information.

Trustee Wing moved to approve item d. Mayor Pro-Tem Soricelli-Albrecht seconded the motion. In a 6-0 roll call vote, the motion Passed.

Trustee Wing moved to approve item e. Trustee Anderson seconded the motion. In a 6-0 roll call vote, the motion Passed.

The Board had further discussion on item f) CDOT HWY 56 Maintenance Agreement.

Trustee Wing moved to approve item f. Trustee Grace seconded the motion. In a 6-0 roll

call vote, the motion Passed.

The Board had further discussion on item g) Approval of Amendment to Applied Controls & Engineering Professional Services Agreement.

Trustee Anderson moved to approve item g and authorize the Town Administrator to contract with Applied Controls for the amount referenced in the agreement, subject to the final approval of the agreement by the Town Attorney. Trustee Grace seconded the motion. In a 6-0 roll call vote, the motion Passed.

The Board had further discussion on item h) Limited Waiver and Consent of Potential Conflict - HPWC/Hick Legacy Water Regional Authority.

Trustee Murphy moved to approve item h. Trustee Grace seconded the motion. In a 6-0 roll call vote, the motion Passed.

- a. May 12, 2026, Meeting Agenda
- b. April 28, 2026, Meeting Minutes
- c. March 2026 Financial Information
- d. Habitat for Humanity Grant Application Letter of Support
- e. Local Planning Grant from DOLA - Share deliverable - Land and Water Banking Memorandum
- f. CDOT HWY 56 Maintenance Agreement
- g. Approval of Amendment to Applied Controls & Engineering Professional Services Agreement
- h. Limited Waiver and Consent of Potential Conflict – HPWC/Hick Legacy Water Regional Authority

2. Main Street 3-Year Presentation and Funding Request (30 Min)

Whitney Way and Katie Hittelman with Berthoud Main Street gave a presentation. Gayle Langley and Traci Stoffel with Colorado Main Street provided additional information.

Mayor Karspeck opened the item to public comment.

Kimberly Wilhelm, Marleene Buttice, Rudi Taylor, Melissa Feldbush, David Stranathan, and Ann Karspeck spoke during public comment.

Mayor Karspeck closed public comment.

Trustee Murphy moved to direct Town staff to create an agreement, a formal resolution, and a memorandum of understanding encompassing the \$85,000 request and intent for a 3-year funding plan, with requirements to include a Town liaison position and have an

annual agenda item for a report containing financial expenditures and revenues, achievements and goals. Berthoud Main Street must also create a plan for expansion of the boundary, a mission statement, and a plan for stakeholder engagement. Trustee Wing seconded the motion. In a 6-0 roll call vote, the motion Passed.

Mayor Karspeck called for a 5-minute break.

3. Annual Committee Report - Historic Preservation Advisory Committee (30 Min)

Leslie Moore, Chair of the Historic Preservation Advisory Committee, gave an annual committee report.

4. Proclamation - National Historic Preservation Month (5 Min)

Mayor Karspeck read the proclamation aloud and declared May 2026 as Historic Preservation Month.

5. Adoption of the Town of Berthoud Historic Preservation Master Plan (15 Min)

Community Development Director Anne Johnson provided an introduction to the Historic Preservation Master Plan.

John Schuttler with Chronicle Heritage gave a presentation.

Town Planner Bella Manzo provided additional information.

Mayor Karspeck opened the item to public comment.

Whitney Way spoke during public comment.

Mayor Karspeck closed public comment.

Trustee Anderson moved to adopt Ordinance 1381, an ordinance of the Town of Berthoud adopting the Historic Preservation Master Plan. Trustee Murphy seconded the motion. In a 6-0 roll call vote, the motion Passed.

6. Amendment of the Municipal Code Regarding Backflow Prevention and Cross-Connection Control - Ordinance 1380 (30 Min)

Water and Wastewater Engineer Savana Dumler and Water Operations Manager Tyler Carpenter gave a presentation on Ordinance 1380 regarding backflow prevention and cross-connection control.

Trustee Murphy moved to extend the meeting past 9:30 pm. Trustee Anderson seconded the motion. With all in favor, the motion Passed.

Mayor Karspeck opened the item to public comment.

Whitney Way spoke during public comment.

Mayor Karspeck closed public comment.

Trustee Anderson moved to adopt Ordinance 1380, an ordinance of the Town of Berthoud repealing and reenacting Section 6.28 of the Berthoud Municipal Code regarding backflow prevention, adopting a new Section 6.29 regarding non-potable cross-connection control, and repealing provisions in conflict therewith. Trustee Grace seconded the motion. In a 6-0 roll call vote, the motion Passed.

7. Elected Official Reports

(20 Min)

a. Town Board -

Trustee Grace inquired about the use of AI to transcribe Board meetings or to create meeting summaries. Grace reported on PORT Committee discussions regarding bike park improvements, a beautification project at Pioneer Park, engaging with Northern Water for plant care around Town, and the Berthoud Arboretum.

Trustee Wing discussed a Housing at a Crossroads report by the NoCo Foundation and housing needs in Northern Colorado.

Trustee Anderson reported on HPAC discussions regarding an application to remove a historic landmark designation and concerns about Town branding. Anderson noted the upcoming Historic Walking Tour on June 13, 2026.

Trustee Murphy provided an update on SB26-100 regarding Youth Sports and reported on discussions with County Commissioner Shaddock McNally regarding Pine Beetle information and conversations with Chief Charles on the Community Wildfire Protection Plan. Murphy reported on Tree Committee conversations regarding America in Bloom, the upcoming Berthoud Day event, community outreach about the Emerald Ash Borer, the Berthoud Arboretum, and tree management around town.

Mayor Pro-Tem Soricelli-Albrecht discussed the Berthoud Arboretum and inquired about water restrictions. Soricelli-Albrecht expressed concern about board members acting as Town liaisons for outside boards and committees.

b. Mayor -

Mayor Karspeck reported on the NOCO Foundation housing report, Turner Middle School philanthropy, the Berthoud Business Appreciation breakfast, and a recent MPO meeting. Karspeck reports that the next MPO meeting will be held in Berthoud.

c. Staff - Town Administrator, Attorney

Administrator Kirk provided an update on cost estimates for pickleball court lighting and on the status of the County Line Road construction.

- 8. Executive Session to determine positions relative to matters that may be (30 Min) subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to C.R.S. § 24-6-402 (4)(e), regarding lease of 290 Mountain Avenue**

Trustee Anderson moved to go into 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 regarding 290 Mountain Ave. Trustee Murphy seconded the motion. In a 6-0 roll call vote, the motion Passed.

VI. Adjourn

The meeting was adjourned at 10:59 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

Berthoud Board Update

May 2026



JUNE EVENTS

BERTHOUD DAY

June 6

Downtown Berthoud/Town Park
Parade will begin at 10:00 AM

Join the Berthoud Chamber of Commerce to celebrate the wonderful town Berthoud is. This day will feature a 5K, parade, and a festival at Town Park. There will be food, music, games, shopping, and so much more.

[More Information](#)

June 13 Events

BERTHOUD MARKET

Saturdays

Town Park

9:00 AM - 1:00 PM

Join local growers and makers at Town Park to find unique items made locally. Enjoy live music, grab a bite to eat, and explore the wide variety of booths.

ROAM AND RUMMAGE

Berthoud Recreation Center

8:00 AM - 2:00 PM

This event is perfect for those looking to declutter and those looking for unique finds. Register now to reserve your spot to sell, or come to browse. Sellers will have the option to donate items to Habitat for Humanity at the end of the event as well.

[More Information](#)

CONSERVATION GARDENS FAIR WITH NORTHERN WATER

220 Water Ave, Berthoud

9:00 AM - 1:00 AM

Learn about Front Range-focused landscaping and see examples of drought-friendly plants while enjoying kid-friendly activities, educational talks, giveaways, tours, and food trucks.

[More Information](#)

PROJECTS

Submitted By Daniel Buendia, Project Engineer

Bids for the Berthoud Arboretum were received in April. Funding for the project was placed on hold at the April 14th Board Meeting. Staff is in the final stages of due diligence for the general contractor and project feasibility tasks. Mountain Vista Park is nearing completion of designs. The general contractor team and staff met with designers to review all trades for feasibility and value management. Completed designs are expected by May 14th. The new pickleball court at Pioneer Park is completed. Forestry and Open Space staff are working on landscaping around the court to enhance the park's natural beauty. The 2026 Roadway and Sidewalk Improvements Projects have been awarded. Work is set to begin June 1st. The Sidewalk Cost Share Program was updated so downtown businesses are also able to apply.



A new barrier was added to Town Park North.



Landscaping work has begun at the Pioneer Park Pickleball court.



Crews have been working to repair Tipton Street.



FORESTRY / OPEN SPACE

Submitted By Paul Furnas, Town Forester

The Forestry and Open Space departments have been busy this month getting ready for the upcoming growing season. Open Space staff began mowing and trimming open spaces around town, refreshing trails, and installing a new fence and gate along the property line at the Berthoud Bike Park. Forestry staff have been getting ready for spring tree planting, preparing new landscape beds, refreshing old landscape beds, restocking the Hillsdale Nursery, planting trees, and preparing for the Arbor Day celebration.



Forestry staff picked up 46 trees from Trees Across Colorado. These trees will be used to fill the open spaces at the Hillsdale Nursery.



The Pioneer pollinator garden got a freshen up with some fresh mulch for the season. It also received an irrigation upgrade and new plants will be added this summer.





Forestry staff set up a Tree City USA flag in preparation for the Arbor Day Celebration.

The 2026 Arbor Day Celebration took place on April 25th with a great turnout. New trees were planted along the path south of Town Park.



The first four trees of 2026 were planted.



Crews reinforced the fence at Berthoud Bike Park.

Open Space crews worked on trail resurfacing in Roberts, Bein, and Hillsdale Parks.



STREETS DEPARTMENT

Submitted By Brandon Keegan, Streets Supervisor

The Streets crew was very busy in April. Approximately 390 street name signs were replaced across Gateway, Mathews Farm, Collins Park, Northpark, Serenity Ridge, Heron Pointe, and along Berthoud Parkway. Pothole repairs were completed throughout downtown; crews box-scraped the road to the Wastewater Treatment Plant, and the Nielsen drainage ditch was cleaned by removing algae and trash. At Welch Avenue and 10th Street, curbs were painted red in problem areas to improve visibility and safety. At Mountain Avenue and 9th Street, new yield markings and signage were installed to improve pedestrian crossings.



Street crews repairing faded signage and replacing street blades.



Potholes were filled around town.



Loveland Barricade installed thermoplastic yield markings and yield signage to improve visibility for pedestrians crossing.



Curbs in problem areas have begun being painted red. This will improve safety by preventing vehicles from parking too close to intersections and blocking visibility.



Trash and algae were cleaned from the Nielsen drainage channel.



A concrete fence post base was removed from a storm inlet. The lid was bolted to prevent it from happening again.



Crews street sweeping in the early morning.



RECREATION

Submitted By Amanda Gustafson, Director of Recreation | Cultural Services

Operations, Marketing, and Maintenance

In April, the operations team focused on strengthening internal systems, enhancing customer service processes, and supporting seasonal program transitions. The team also supported major facility events such as the Spring Craft Fair. The marketing team focused on increasing program visibility, strengthening community partnerships, and improving internal marketing processes. The team also supported major events through setup, teardown, and facility resets, while continuing to improve organization in the maintenance bay and pickleball shed to maximize storage efficiency and maintain operational readiness. These efforts kept the facility clean, safe, and fully operational and positioned maintenance for continued efficiency as the busy spring and summer seasons approached.

Sports & Programs

April kicked off spring sports games. Waggener Farm Park has been flooded with games every Saturday morning. Bein baseball fields have also been full of adult sports every Sunday afternoon. The first Girls Flag Football game was on April 4th. The Sports staff celebrated the team and the girls who scored the first touchdowns. Adult Sports have also been very busy. Each day of the week saw a large turnout for activities such as pickleball, volleyball, basketball, soccer, softball, and kickball.

Summer registration opened on April 1st and teams have been steadily filling up.



Both Girls Flag Football teams. There has been a lot of support from coaches and the families.



Aquatics

The Aquatics team managed a month of full swim lessons and continued training and preparation to be ready for the summer season. The splash pad at Town Park was started up to allow maintenance and testing before opening in May.



Lifeguards completing blindfolded training.

Fitness

April was a strong month for the Fitness Department, highlighted by meaningful community engagement and continued growth in program quality. One of the standout moments was the Puppy Yoga class held in conjunction with the Dogs & Deputies event, which drew 32 participants for a fun, unique experience that blended wellness, community connection, and, of course, puppies. This event not only introduced new participants to programming but also reinforced the Recreation Center as a welcoming, creative space for all ages and interests. Additionally, the Fitness department received overwhelmingly positive feedback from both group fitness participants and personal training clients. Members consistently praised the knowledge, energy, and supportiveness of our instructors and trainers.



Puppy Yoga during the Dogs and Deputies event.



COMMUNITY DEVELOPMENT

Submitted By Anne Johnson, Community Development Director

Building Division data for April 2026



New Residential

April 2026: 15
YTD: 48



New Commercial

April 2026: 3
YTD: 10



Total Number of Permits

April 2026: 51



Total Valuation

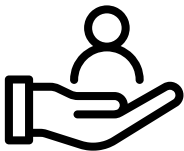
\$19,612,574.12 - April



Engineering

Construction Site Inspections: 64
MS4 Inspections: 5
ROW Permits Processed: 13

Planning



Public Assistance

Emails: 6,268
Phone calls: 68
Site Visits: 4



Pre-Application meetings: 2
Public Hearings/Applications presented: 3
Codes/Comp Plan Action Items in process: 2
Applications in Process: 38



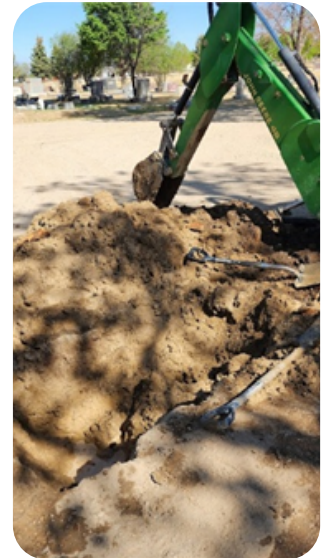
PARKS / CEMETERY

Submitted By Sami Kouns, Parks Supervisor

In April, Parks and Cemetery staff were focused on activating irrigation systems and completing repairs across parks and the Greenlawn Cemetery. Work included lateral and main line repairs, rerouting irrigation at Town North to accommodate new construction, and addressing damage caused by burial activity and heavy equipment. Crews repaired ballfields at Bein North and Town South to get them ready for the season. Playground maintenance included scheduling mulch installation at several parks and adjusting swing and slide mats to proper depths to improve safety. New signage was also added to parks around town.



The majority of the month was dedicated to conducting irrigation repairs around town. Crews repaired, replaced, and audited irrigation in Bein, Town North, Town South, Pioneer South, Collins Park, Waggener Farm Park, Old Skate Park, Railroad Park, Fickel Park, and Greenlawn Cemetery.





The home plates at Being North and Town South were raised and repositioned to ensure proper alignment. Layout lines were established from the foul poles and aligned with the edges of the bases at multiple distances to confirm accurate plate placement.



Towards the end of April, playground mulch installation was scheduled at Bein, Collins, Pioneer, and Waggener Farm Parks. Before installation, an inventory of swing and slide mats was conducted. Mats that were too close to the surface were reset at a greater depth to improve safety and simplify maintenance.



New signage was put up at parks around town. These signs signify safety procedures, rules, and represent where cameras are in use.



WATER/WASTEWATER

Submitted By Marie Mitchell, Administrative Tech Water

Water/Wastewater Operations Summary

A few of the key projects and activities from April are:

- Completion of 2-inch water service repair on County Road 10E.
- Replaced a missing fire hydrant in Heron Lakes.
- David Buoy was deployed in Berthoud Reservoir, and two damaged buoys were removed.
- Staff responded to a pump failure at the Heron Lakes lift station.
- The wastewater lift station's wet well was cleaned.



Before and after cleaning the Bomar lift station.



Before and after lining a manhole



Wastewater Treatment Plant (Ramey Environmental Compliance)

A few of the key projects and activities from April are:

- A new headworks screen and gate actuators were installed. This will improve screening performance and system automation.
- In coordination with the Colorado Department of Health & Environment, the Water Reclamation Facility initiated wastewater surveillance sampling and testing for measles following confirmed cases in Weld County.



David Buoy was launched. This buoy controls the algae growth in Berthoud Reservoir using ultrasonic rays.

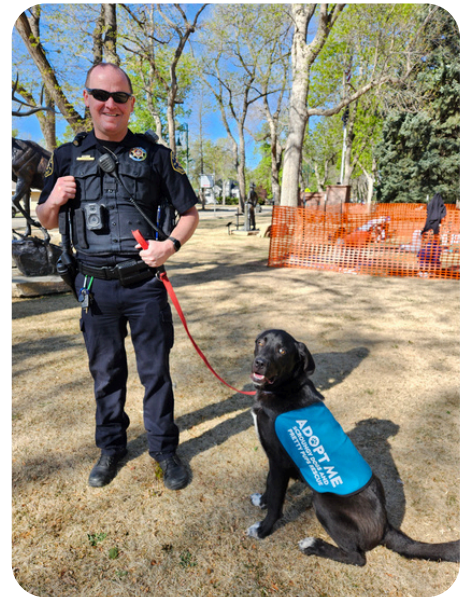


NEIGHBORHOOD SERVICES

Dogs & Deputies

Neighborhood Services held its Dogs & Deputies events at Fickel Park on April 18.

Dogs & Deputies combined the original mission of pet registration with a lively adoption and community experience. Larimer County Sheriff's Deputies hand-walked adoptable dogs throughout Fickel Park, giving attendees the chance to meet, greet, and connect with pets in a natural, engaging way. Attendees learned about all stages of pet care, including the sad but inevitable end-of-life process. Ziggi's was on hand with free pup cups, the Recreation Center offered free Puppy Yoga, and many of the dogs at the event were adopted. By any measure, it was a successful event.



In The News **BERTHOUD IN THE NEWS**

This section is dedicated to news articles covering Town staff and projects. Not every article published in the Berthoud Weekly Surveyor is available online.

berthoudsurveyor.com

[The \\$2.3 million Berthoud Bike Park is heading into its third summer](#)

[Berthoud voters say no to Revere Development](#)

[Full house at open house on open space](#)

[Town board moves forward with Richardson Park project](#)

[Town Board April 14: Town board advances Richardson financing](#)

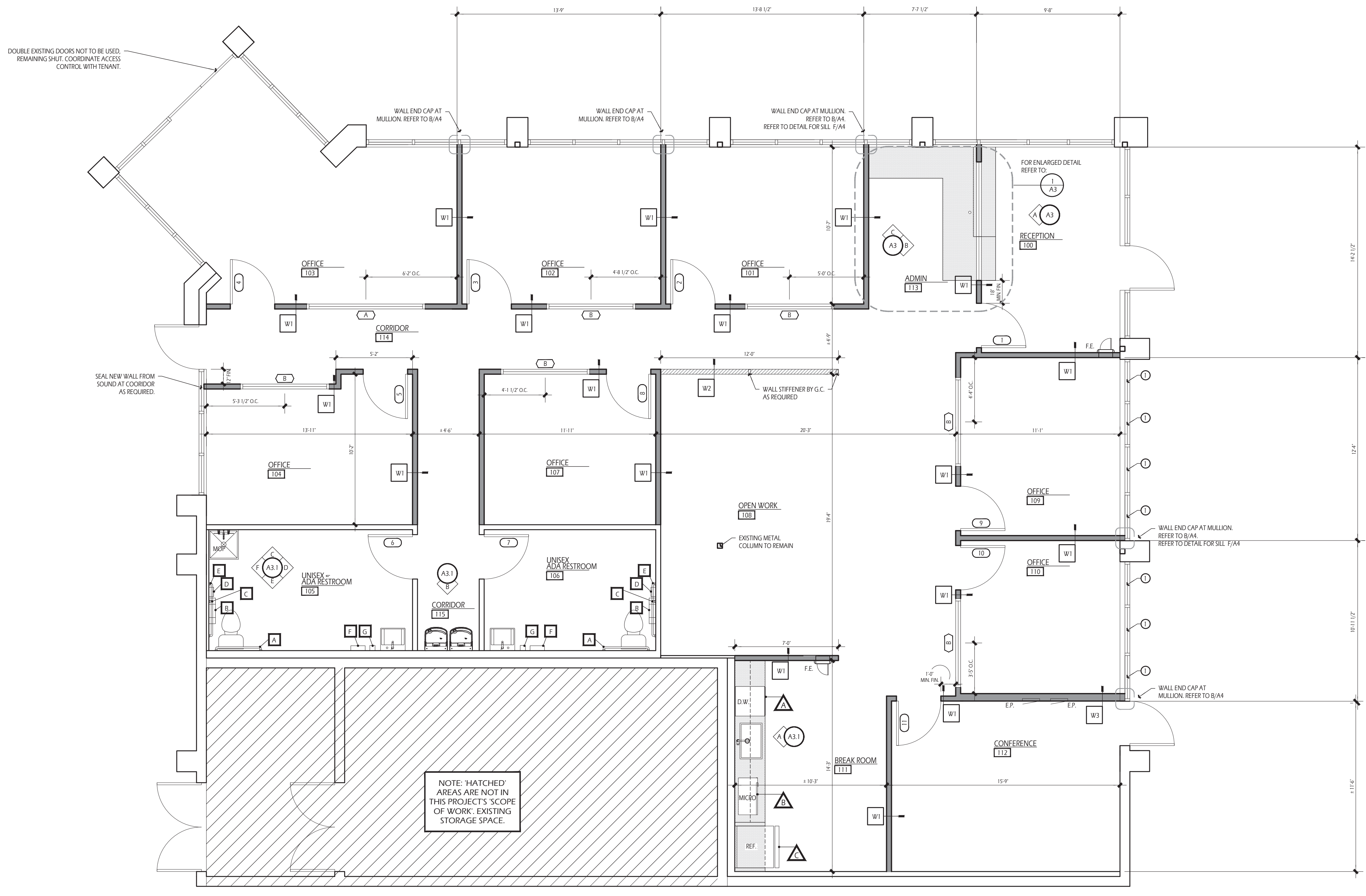
[New Trustees sworn in at Town Hall ceremony](#)

[Hometown Heroes banner application deadline April 29](#)

[Berthoud grows Arbor Day spirit with art contest, tree planting, trivia](#)

[Share your Berthoud stories before they're forgotten](#)





1 NEW FLOOR PLAN
SCALE: 1/8"=1'-0"
N

CONSTRUCTION NOTES:

CEILING TYPES:

- E-ACT EXISTING CEILING GRID AND TILE.
- GYP-1 5/8" TYPE 'X' GYPSUM BOARD OVER 2"x4" WOOD FRAMING AT 16" O.C.
- ACT-1 24" X 24" BEVELED TEGULAR ACOUSTIC CEILING TILE 1775 IN WHITE, ARMSTRONG 'DUNE' IN 'ARMSTRONG SUPRAFINE 7501 9/16" EXPOSED TEE SUSPENSION SYSTEM IN WHITE.
- ACT-2 24" X 48" BEVELED TEGULAR ACOUSTIC CEILING TILE 1777 IN WHITE, ARMSTRONG 'DUNE' IN 'ARMSTRONG SUPRAFINE 7501 9/16" EXPOSED TEE SUSPENSION SYSTEM IN WHITE.

WALL NOTES & KEY:

- W1 2 X 4 WOOD STUDS W/ 5/8" TYPE 'X' GYPSUM BOARD ON EACH SIDE OF STUD. EXTEND ABOVE CEILING 6" AND SECURE TO DECK ABOVE. REFER TO DETAIL A/A4.1
- W2 LOW HEIGHT WALL: 2 X 4 WOOD STUDS W/ 5/8" TYPE 'X' GYPSUM BOARD ON EACH SIDE. REFER TO DETAIL B/A4.1 FINISHED HEIGHT - 60"
- W3 2 X 6 WOOD STUDS W/ 5/8" TYPE 'X' GYPSUM BOARD ON EACH SIDE OF STUD. EXTEND ABOVE CEILING 6" AND SECURE TO DECK ABOVE. REFER TO DETAIL C/A4.1

- EXISTING WALL
- NEW WALL REFER TO WALL TYPES ABOVE
- NEW LOW HEIGHT WALL. REFER TO WALL TYPES ABOVE

1. PROVIDE DOUBLE 20 GA. WOOD STUD AT ALL DOOR JAMBS U.N.O.
2. SEE FINISH PLAN FOR ALL WALL FINISH MATERIALS. ALL WALLS TO BE PAINTED ARE TO BE SLICK U.N.O.
3. PROVIDE BLOCKING AS REQUIRED AT ALL MILLWORK, CASEWORK AND RESTROOM ACCESSORY LOCATIONS AS REQUIRED.
4. PROVIDE SOUND INSULATION IN ALL WALLS.
5. ALIGN ALL NEW WALLS WITH EXISTING WALLS FOR SMOOTH AND EVEN FINISH.

KEYNOTES:

- ① NEW CLEAR GLASS TO MATCH EXISTING WINDOWS BY G.C. VERIFY IN FIELD.

APPLIANCE SCHEDULE

TAG	DESCRIPTION	BRAND	MODEL	QTY.
⚠	ADA DISHWASHER	GE	GBT22555 LSS	1
⚠	MICROWAVE	-	-	-
⚠	ADA REFRIGERATOR	GE	GBE21DYK FS	1

RESTROOM ACCESSORIES

TAG	DESCRIPTION	BRAND	MODEL	QTY.
A	36" GRAB BAR	BOBRICK	B-9806X36	2
B	TOILET TISSUE DISPENSER	BOBRICK	B-540	2
C	18" VERTICAL GRAB BAR	BOBRICK	B-9806X18	2
D	SANITARY NAPKIN DISPOSAL	BOBRICK	B-35139	2
E	42" GRAB BAR	BOBRICK	B-9806X42	2
F	PAPER TOWEL DISPENSER	BOBRICK	B-9262	2
G	SOAP DISPENSER	BOBRICK	B-2013	2
H	COAT HOOKS	BOBRICK	B-9542	4

- NOTE:
1. PROVIDE BLOCKING IN WALLS AS REQUIRED TO MOUNT ACCESSORIES.
2. MOUNT ALL ACCESSORIES AT MANUFACTURER RECOMMENDED HEIGHT.

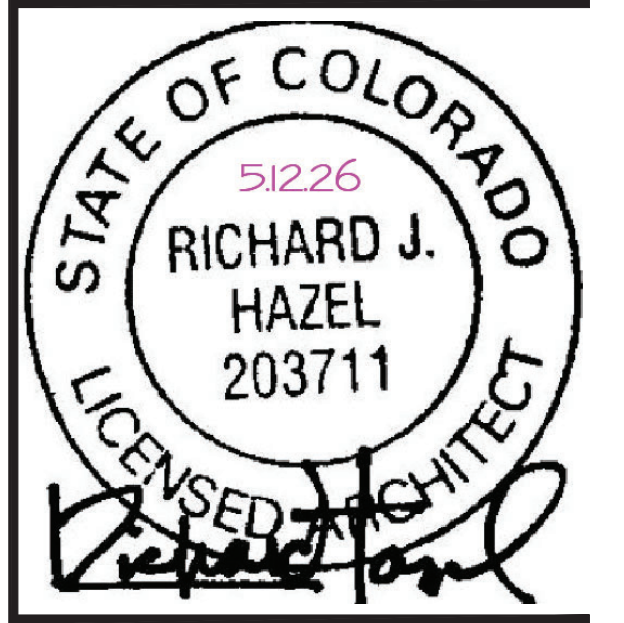
GENERAL NOTES:

1. THE CONTRACTOR SHALL SUPERVISE AND DIRECT WORKING USING THEIR BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS AND COORDINATION OF ALL PORTIONS OF THE WORK.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SCOPE OF WORK AND SHALL BE RESPONSIBLE FOR THEIR ACCURACY. THE CONTRACTOR SHALL NOTIFY THE DESIGNER OF ANY DISCREPANCIES IN WRITING BEFORE PROCEEDING WITH WORK.
3. TYPICAL: MEANS FOR ALL SIMILAR CONDITIONS, UNLESS OTHERWISE NOTED.
4. ALL TRADES TO COMPLY WITH ALL APPLICABLE LOCAL, STATE HEALTH, SAFETY CODES, ORDINANCES, REQUIREMENTS, ETC. AND PROVIDE ACCEPTABLE MATERIALS AND WORKMANSHIP, TO CURRENT INDUSTRY STANDARDS.
5. ALL ELECTRICAL DEVICES, SWITCHES AND PLATES TO BE WHITE.
6. FIRE EXTINGUISHER CABINET TO BE: JLI INDUSTRIES: AMBASSADOR SERIES SEMI-RECESSED 1017F10. PROVIDE FIRE EXTINGUISHER SUITABLE FOR CABINET AND AS REQUIRED BY CODE.
7. DOOR JAMBS TO BE LOCATED 4" AWAY FROM PERPENDICULAR WALL UNLESS NOTED OTHERWISE.
8. ALL DIMENSIONS SHOWN ARE FROM LEFT SIDE OF STUD TO LEFT SIDE OF STUD UNLESS OTHERWISE NOTED.
9. REFER TO FINISH SHEETS FOR FINISH SPECIFICATIONS, LOCATIONS AND DETAILS, INCLUDING: WALL FINISHES, PAINT, CABINET FINISHES, COUNTERTOPS, TILE, FLOORING FINISHES, AND FINISH DETAILS. REFER TO FINISH SHEET REFLECTED CEILING PLANS FOR GYP CEILING PAINT COLOR LOCATIONS.
10. CONTRACTOR TO PROVIDE SUBMITTALS TO DESIGNER FOR SPECIFIED ITEMS FOR GENERAL CONFORMANCE DESIGN GUIDELINES AND SHALL INCLUDE THE FOLLOWING FOR REVIEW:
 - PRODUCT DATA
 - SHOP DRAWINGS
 - SAMPLES FOR SELECTION
 - SAMPLES FOR VERIFICATION



HUBER INTERIORS

1633 Foggy Brook Drive
Fort Collins, CO 80528
(970)593-2202
www.huberinteriors.com



821 Mountain Avenue

821 Mountain Avenue, Berthoud, CO 80513

FOR PERMIT

NO.	DESCRIPTION	DATE
1	FOR REVIEW	4/29/26
2	FOR PERMIT	5/14/26
3		
4		
5		
6		
7		
8		
9		
10		

FLOOR PLAN

PROJECT NO. 26-08
ISSUED BY: B.H./M.K.

A2

LEASE AGREEMENT
BETWEEN
BVSC, LLC
AND
TOWN OF BERTHOUD

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- Exhibit A - Site Plan
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LEASE AGREEMENT

THIS LEASE AGREEMENT (herein "Lease") is entered into on the ___ day of _____, 2026, by and between **BVSC, LLC**, a Colorado limited liability company (herein "Landlord"), and **TOWN OF BERTHOUD, COLORADO** (herein "Tenant"). Landlord and Tenant hereby agree as follows:

As required by HB25-1090, Landlord advises Tenant that the total price of this Lease may vary based on the applicable real property taxes, insurance rates, the exercise of renewal periods, the costs to maintain common areas, utility rates, any fees authorized by the Lease, and any costs or other expenses that may be incurred under the Lease.

1. Premises.

A. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions herein set forth, the premises located at 821 Mountain Avenue, Berthoud, Colorado 80513 (herein "premises"), being a retail space containing approximately 2,670 rentable square feet, which agreed-upon actual square footage, referred to herein as "Agreed Floor Area", shall be fixed and not subject to re-measurement during the term hereof. The premises is situate in the Berthoud Village Shopping Center in the Berthoud Village Subdivision in the Town of Berthoud, County of Larimer, State of Colorado, as described on Exhibit A attached hereto and incorporated herein by reference. Lots 1-5 of the Berthoud Village Subdivision are referred to herein as "Berthoud Village". Berthoud Village Subdivision and this Lease are subject to the Amended and Restated Declaration of Easement, Covenants and Conditions recorded on January 2, 1998, at Reception #98000255 in the Larimer County, Colorado records (the "Covenants").

B. Tenant Improvements work, whether to be performed by Landlord and/or Tenant, shall be as set forth on Exhibit B attached hereto and incorporated herein by reference. The total Tenant Improvement ("TI") budget, inclusive of all design, architectural, engineering, and permitting fees, shall not exceed Three Hundred Forty Thousand Dollars (\$340,000.00). Of such amount, Tenant shall be responsible for forty-five percent (45%) (\$153,000.00) and Landlord shall be responsible for fifty-five percent (55%) (\$187,000.00). Tenant shall be solely responsible for: (i) any TI costs in excess of the stated budget; provided, however, that Tenant may elect to amortize such excess costs into the Base Rent over the initial term of this Lease, subject to Landlord's reasonable approval; (ii) information and technology cabling costs; and (iii) furniture, fixtures, and equipment costs.

Landlord acknowledges that Tenant has paid a non-refundable deposit in the amount of Five Thousand Dollars (\$5,000.00) to be applied toward design costs, which amount has been credited against Tenant's share of the total TI costs. Upon mutual execution of this Lease, Tenant shall deliver fifty percent (50%) of the remaining balance of its TI contribution, which is \$74,000.00. The remaining \$74,000.00 of Tenant's TI contribution shall be due upon delivery of the premises to Tenant and issuance of a certificate of occupancy, whichever occurs last.

If for any reason Landlord is unable to deliver possession of the Premises to Tenant, Landlord shall not be subject to any liability or penalties for such failure, and the validity of this Lease shall not be impaired under such circumstances; provided, however, that no rent or other charges shall commence or be due until such delivery of the premises, unless such delay is caused by the negligence, acts, or omissions of Tenant.

2. Terms.

A. Lease Term. The term of this Lease shall be for a period beginning on the "Lease Commencement Date" which is the date on which Landlord delivers Tenant possession of the premises, and extending for a period of ten (10) years thereafter; provided, however, if the Lease Commencement Date occurs on a day other than the first day of a calendar month, the term hereof shall be measured from the first day of the month next following the month in which the Lease Commencement Date occurs. In this event, all charges due hereunder shall be prorated for any partial month. Subsequent to the Lease Commencement Date, Landlord and Tenant shall execute an Addendum to this Lease, substantially in the form set forth on Exhibit C attached hereto and incorporated herein by reference, setting forth the exact date of the commencement of the term.

The term "Lease Year" shall be a consecutive twelve (12) month period beginning on the first day of the first full calendar month following the Lease Commencement Date, and each twelve month period thereafter.

In the event Tenant needs to continue to occupy the premises after the Lease Termination Date, Tenant may do so only with Landlord's prior written consent, and such continued occupancy shall be as a tenant at sufferance, and subject to all other terms and conditions of this Lease. In the event that Tenant holds over without Landlord's written consent, Base Rent during the term of such holdover shall increase by 1.5% of the Base Rent and Additional Charges previously in effect.

B. Options to Extend/Renew. At the expiration of the initial term of the Lease, Tenant may extend this Lease as to the entire Premises for two (2) additional periods of five (5) years each by giving Landlord written notice of such extension at least one hundred and eighty (180) days prior to the expiration of the initial term of the Lease or prior to the expiration of any extension thereof; provided, however, that tenant is not in default under the Lease beyond any applicable notice and cure period on the date of giving such notice or on the date of commencement of such extended term. If Tenant gives such notice, the term of this Lease shall be automatically extended for the additional extended term without the necessity of executing any extension or renewal agreement. All terms and conditions of this Lease shall apply during the extended terms, except that the annual Base Rent shall be increased each Lease Year during any extended term by an amount equal to one and one-half percent (1.5%) of the Base Rent payable during the preceding Lease Year.

3. Base Rent. Tenant covenants and agrees to pay to Landlord, without notice, demand, deduction or set-off, for use of the premises during the Lease term, the below described minimum fixed annual Base Rent. For the convenience of Tenant, Landlord has agreed to accept the rent in monthly installments so long as Tenant is not in default. The Base Rent due from Tenant is as follows:

Term	Base Rent/RSF	Annual Base Rent	Monthly Base Rent
Year 1	\$28.00	\$74,760.00	\$6,230.00
Year 2	\$28.42	\$75,881.40	\$6,323.45
Year 3	\$28.85	\$77,019.62	\$6,418.30
Year 4	\$29.28	\$78,174.92	\$6,514.58
Year 5	\$29.72	\$79,347.54	\$6,612.29
Year 6	\$30.16	\$80,537.75	\$6,711.48
Year 7	\$30.62	\$81,745.82	\$6,812.15
Year 8	\$31.08	\$82,972.01	\$6,914.33
Year 9	\$31.54	\$84,216.59	\$7,018.05
Year 10	\$32.01	\$85,479.83	\$7,123.32

Tenant shall remit all rental payments to Landlord's office, or such other place as Landlord may designate by notice to Tenant. Such rents shall be payable in advance, on or before the first day of each calendar month, commencing on the Lease Commencement Date. Should the Commencement Date fall on a day other than the first day of a month, then the payments due for the first fractional month shall be prorated. During the term of this Lease, Landlord may (but is not obligated to) offer optional and voluntary alternative payment options for rentals and/or additional charges due from Tenant, including without limitation, ACH, wire transfer or other electronic payment method designated by Landlord. Tenant hereby acknowledges that such transaction may be subject to administrative and accounting fees as reasonably established by Landlord from time to time, which fees shall be uniformly applied by Landlord to all tenants electing to take advantage of said payment options.

If all or any portion of any monthly installment of Base Rent and/or Additional Charges is not received by Landlord by the fifth (5th) day of the month, there shall immediately and automatically be due and owing an additional ten percent (10%) of such delinquent Base Rent and/or Additional Charges as a late charge, in addition to any other charges due hereunder. In the event Tenant, whether innocently or not, gives Landlord a check which is not paid by the bank it is drawn upon for any reason, a handling charge of Twenty Dollars (\$20.00) shall

additionally be due and payable by Tenant.

Tenant shall not disclose the agreed Base Rent to anyone not associated with the negotiation of this Lease.

4. Additional Charges to Tenant.

A. Common Costs. In addition to the Base Rent, Tenant shall pay to Landlord, during the term of this Lease, an amount equal to Tenant's proportionate share of Common Costs as further described in this paragraph 4.A. It is the intent of the parties hereto that all Common Costs incurred in Berthoud Village be allocated to those parties benefiting, directly or indirectly, as a result of the expenditure, or causing, directly or indirectly, the need to incur the expenditure. Landlord shall have sole and absolute discretion to determine the type and amount of costs to be incurred in order to maintain Berthoud Village in a high quality condition such as now exists. Without limiting the generality of the foregoing, Landlord shall in good faith, attempt to keep Common Costs at reasonable amounts.

(1) Real Property Taxes ("Taxes"). The Berthoud Village commercial area consists of five (5) parcels as shown on Exhibit A, with each parcel being separately taxed. Tenant shall pay one hundred percent (100%) of the real property taxes charged to the premises. Tenant has indicated its intent to pursue an exemption from real property taxes for the premises based on its status as a local government entity. Landlord agrees to reasonably cooperate with Tenant's efforts to obtain such exemption. Notwithstanding the foregoing, Tenant acknowledges and agrees that if Landlord, as owner of the Premises, is required to pay real property taxes that accrue during the Lease term for the premises, Tenant shall be responsible for such taxes as a Common Cost in accordance with the terms of this Lease.

(2) Common Cost Assessments. Pursuant to the Covenants, Berthoud Village Shopping Center Association, a Colorado non-profit corporation, (hereafter referred to herein as the "Association") has been designated to be the administrator and manager of Berthoud Village and its affairs. "Assessments" for expenses incurred by the Association are charged to each parcel owner within Berthoud Village as provided by the Covenants. All such Assessments charged by the Association shall be Common Costs. Generally, costs incurred by the Association that are passed through in the form of Assessments to parcel owners include all costs incurred that relate to the entire Berthoud Village area as a whole. Assessment amounts include, but are not limited to, landscape maintenance and irrigation; snow removal; all exterior lighting (*i.e.* for parking lots, walkways, signs, etc.); maintenance of parking lot and sidewalks; maintenance of storm drainage systems; security services (if any); general signage, (including main identification signs, directional signs, traffic control markers and devices, etc.); liability insurance premiums; repairs, modifications, or improvements to common access ways and other common areas; administrative fees; and all ancillary expenses incurred (for instance supplies, tools, materials, labor, etc.) in connection with any of these services.

(3) Administrative and Management Fees. Landlord is the owner of Lots 1,2,3 and a portion of Lot 4 of Berthoud Village. Third-party management fees and administrative expenses incurred by Landlord with respect thereto shall be included in Common Costs and shall be allocated to Tenant in the ratio that Tenant's Agreed Floor Area bears to the total Floor Area owned by Landlord within Berthoud Village.

(4) Other Common Costs. Direct Costs. "Direct Costs" shall include all Common Costs which relate to a particular Parcel or building. Such costs shall include but not be limited to building maintenance; repairs to roof and exterior walls; fire alarm security; casualty insurance premiums; inspection fees; depreciation or amortization (only as set forth in paragraph 4(A)(5) hereof); legal and professional fees incurred to contest any taxes (including Taxes), assessments or other impositions; and all ancillary expenses incurred (for instance, supplies, materials, tools, labor, etc.) in connection with any of these Direct Cost services.

(5) Depreciation, Amortization and Capital Expenditures. **With respect to any**

item of Common Costs designated herein which is treated as a capital expenditure under Generally Acceptable Accounting Principles, Landlord shall be entitled to include the depreciation of that item as a Common Cost for such accounting period. Examples of such items are certain major repairs and replacements, including but not limited to repair or replacement of the parking lot, roof, rain gutters, concrete walkways, signs, or building exterior (i.e. patching, painting, staining, etc.), plus the "soft" costs in connection therewith such as architect, engineering, or consultant fees. All such items costing less than ten thousand dollars (\$10,000.00) may in Landlord's discretion be expensed in the year incurred. All such items costing ten thousand dollars (\$10,000.00) or more will be capitalized and depreciated or amortized over their estimated useful life (as determined by Landlord) using the double declining balance method. All depreciation or amortization expense related to such capitalized items will be a Common Cost.

(6) **Payment of Common Costs.** Tenant's proportionate share of Common Costs shall be paid to Landlord in equal monthly installments in an amount equal to one-twelfth (1/12) of the annual amount thereof as estimated by Landlord from time to time in written notices to Tenant prior to or during each year of the term of this Lease. Landlord and Tenant agree that Tenant's proportionate share of Common Costs for 2026 is estimated to be \$10.54 per square foot. Within a reasonable time after the actual amount of Common Costs can be determined for each year, or at Landlord's option within thirty (30) days following the end of each calendar quarter, Landlord shall deliver to Tenant a written statement setting forth the amounts of such Common Costs for such year or period and Tenant's proportionate share thereof. If the aggregate amount of estimated monthly payments of Common Costs made by Tenant in any year or period is less than the actual amount set forth in Landlord's statement, Tenant shall pay Landlord upon demand the amount of such deficiency. If the aggregate amount of estimated monthly payments of Common Costs made by Tenant in such year or period exceeds the actual amount set forth in Landlord's statement, and if Tenant is not otherwise in monetary default under this Lease, the amount of such excess will be applied by Landlord to pay or reduce the next due installments of Common Costs and Additional Charges hereunder, or if such excess exists at the end of the term of this Lease, the amount of such excess will be promptly refunded by Landlord to Tenant.

For any partial calendar month following the Lease Commencement Date, Tenant's pro rata share of Common Costs shall be prorated.

B. **Excise Taxes.** Any excise, transaction, sales or privilege tax (except income tax) now or hereafter levied or imposed upon Landlord by any government or governmental agency on account of, attributed to or measured by rental or other charges or proration payable by Tenant hereunder shall be paid by Tenant to Landlord along with the next rental or other charges or proration otherwise payable hereunder.

C. **Payment of Additional Charges.** All Common Costs, and any other costs and expenses which Tenant assumes or agrees to pay under this Lease, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay the same as herein provided, and all other damages, costs and expenses which Landlord may suffer or incur, and any and all other items which may become due, whether or not by reason of any default of Tenant or failure on Tenant's part to comply with the agreements, terms, covenants and conditions of this Lease on Tenant's part to be performed, shall be referred to herein as Additional Charges. All Additional Charges shall be payable on the first day of each calendar month. In the event of Tenant's nonpayment of Additional Charges when due, Landlord shall have with respect thereto all rights and remedies herein provided in the event of nonpayment of rent. Nothing contained in this paragraph shall be deemed to suspend or delay the time when Additional Charges become due and payable hereunder, nor to limit any other remedy of Landlord. All payments made by Tenant to Landlord shall be applied in the following manner and order: first, to late fees and other penalties due on the date of receipt; second, to Additional Charges due on the date of receipt; and third, to payment of Base Rent then due.

D. **Security Deposit.** Upon execution of this Lease, Tenant will deposit with Landlord a sum of Eight Thousand Five Hundred Seventy-Five and 15/100 Dollars (\$8,575.15) as security for the payment by Tenant of all sums agreed in this Lease to be paid, and for the faithful performance of all terms, conditions and covenants herein. In the event of any default by Tenant, Landlord shall have the right to use all or part of the deposit

as may be necessary in payment of any rentals or other sums due by Tenant or to reimburse Landlord for any other expenses or damages incurred by reason of Tenant's default. Upon written demand from Landlord, Tenant shall promptly remit to Landlord a sufficient amount of cash to restore said deposit to its original amount.

The security deposit will be held by Landlord in a segregated account in a commercial bank of present good standing, and such bank shall be advised of the nature of such account in that it is comprised of the funds of others for which Landlord has responsibilities in the nature of trust. The interest, if any, earned on such deposits and accounts is expressly that of Landlord and not of Tenant.

Upon the full performance of this Lease by Tenant, the deposit, less any portion thereof so utilized by Landlord, shall be refunded to Tenant, without interest. Landlord will deliver the security deposit to any purchaser or assignee of Landlord's interest in the leased Premises, and thereupon Landlord shall be discharged from further liability with respect to such deposit.

5. Quiet Enjoyment and Use. Landlord hereby covenants and warrants that, subject to any trust deeds or mortgages now of record or hereafter placed on record, it is the owner of the premises, and that Tenant, on payment of rents and Additional Charges herein provided for and performance of the provisions hereon on its part to be performed, shall and may peacefully possess and enjoy the premises during the term hereof without any interruption or disturbance except as otherwise allowed or provided for hereunder.

Tenant shall use the premises solely for the purpose of administrative offices.

Tenant shall not permit the use of the premises in violation of any law, and shall keep the same in a clean and wholesome condition, free of any objectionable noises, odors or nuisances.

Tenant shall operate the premises solely under the name of the Town of Berthoud.

Tenant, its agents, employees, contractors and invitees, also shall:

A. Use the premises and conduct any operations thereon in compliance with all applicable federal, state and local statutes and ordinances and applicable rules and regulations, including without limitation those that are environmentally required or all accessibility "American with Disabilities Act" (ADA) or other accessibility laws and any rules and regulations of Landlord.

B. Remove or remedy any violations filed against said premises attributable to the particular acts and uses of Tenant.

C. Not permit or suffer any disorderly conduct, noise, odor, or nuisance which has a tendency to annoy or disturb any persons occupying the Center or adjacent property.

D. Not permit the premises or the walls or floors thereof to be endangered by overloading, nor permit any injury to, or commit any waste upon, the premises.

E. Not place or permit any radio antenna, loud speakers, sound amplifiers, or similar devices on the roof or outside the Center.

F. Not solicit in any manner in the Common Areas unless as part of a specific promotion which has been authorized by Landlord.

G. Acknowledge Landlord's right to show the premises for purposes of re-leasing the same at any time after ninety (90) days prior to the expiration of the Lease Term or any extension thereof, provided that Landlord shall give Tenant reasonable notice (not less than twenty-four (24) hours) of its desire to show the

premises, and further provided that Landlord shall not display leasing signs within the premises prior to sixty (60) days before the expiration of the Lease term.

6. Utilities. Tenant shall pay any and all costs for separately metered utility services directly to the service provider, including any deposits required in connection therewith. Utilities used in the Common Areas shall be a Common Cost. Tenant agrees to pay for all other utilities used by Tenant with respect to the Premises from and after the Lease Commencement Date, including without limitation telephone and internet services. Tenant shall not install any equipment that uses electric power in excess of one hundred ten (110) volts, or that violates fire codes or other governmental regulations, without Landlord's prior written consent. Landlord shall not be liable in damages or otherwise for any failure to hereafter provide any internet service, wireless communication facilities, or any other utility service, nor for any interruption of any utility service or for loss of or injury to property as a result thereof; and no such failure or interruption shall entitle Tenant to terminate this Lease.

Tenant agrees that all trash and rubbish of Tenant shall be deposited within receptacles to be provided by Landlord, and that the costs of trash removal and receptacle area maintenance shall be allocated to and paid by Tenant as a Common Cost.

Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service or for loss of or injury to property as a result thereof; and no such failure or interruption shall entitle Tenant to terminate this Lease.

7. Hold Harmless - Insurance - Waiver of Subrogation.

A. Tenant shall hold harmless Landlord, its officers, agents, and employees from any and all claims, actions, damages, liability and expense, in connection with loss of life, personal injury or damage to property arising from any occurrence in, upon, or at the premises through the occupancy or use by Tenant.

B. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, or their respective property, the premises, or its contents or to other portions of Berthoud Village, arising from any risk covered and reimbursed by any of the insurance policies referred to in this paragraph 7; and the parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that such companies may have against Landlord or Tenant, as the case may be. Landlord and Tenant covenant with each other that, to the extent such insurance endorsement is not available, they will each obtain for the benefit of the other a provision in their respective policies whereby the other is named as an additional insured thereunder as its interests may so appear.

C. Tenant covenants and agrees that Tenant and Tenant's agents, employees, contractors, and invitees shall comply with all Hazardous Materials Laws (as hereinafter defined). Without limiting the foregoing, Tenant covenants and agrees that Tenant will not use, generate, store; or dispose of, nor permit the use, generation, storage, or disposal of Hazardous Materials (as hereinafter defined), on, under, or about the premises, nor will Tenant transport or permit the transportation of Hazardous Materials to or from the Premises, except in full compliance with any applicable Hazardous Materials Laws. Any Hazardous Materials located on the premises shall be handled in an appropriately controlled environment which shall include the use of such equipment (at Tenant's expense) as is necessary to meet or exceed standards imposed by any Hazardous Materials Laws and in such a way as not to interfere with any other tenant's use of its premises. Upon breach of any covenant contained herein, Tenant shall, at Tenant's sole expense, cure such breach by taking all action prescribed by any applicable Hazardous Materials Laws or by any governmental authority with jurisdiction over such matters.

Tenant shall inform Landlord at any time of (1) any Hazardous Materials Tenant intends to use, generate, handle, store, or dispose of, on or about or transport from, the premises, and (2) Tenant's discovery of any event or condition which constitutes a violation of any applicable Hazardous Materials Laws. Tenant shall provide

to Landlord copies of all communications to or from any governmental authority relating to Hazardous Materials affecting the premises.

Tenant shall hold Landlord and all present and future lending institutions having liens on Berthoud Village and the premises, together with their agents, affiliates, officers, directors, managers, representatives, successors and assigns and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses, or losses (including, without limitation, diminution in value of the premises, damages for loss or restriction on use of all or part of the premises, sums paid in settlement of claims, investigation of site conditions, or any cleanup, removal, or restoration work required by any federal, state, or local governmental agency, attorneys' fees, consultant fees, and expert fees) which arise as a result of or in connection with any breach of the foregoing covenants or any other violation of any Hazardous Materials Laws by Tenant.

"Hazardous Materials" shall mean (a) any chemical, material, substance, or pollutant which poses a hazard to the premises or to persons on or about the premises or would cause a violation of or is regulated by any Hazardous Materials Laws, and (b) any chemical, material, or substance defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "regulated substances," or words of similar import under any applicable federal, state, or local law or under the regulations adopted or publications promulgated pursuant thereto, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sec. 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901, et seq.; the Solid Waste Disposal Act, 42 U.S.C. Sec. 6991, et seq.; the Federal Water Pollution Act, as amended, 33 U.S.C. Sec. 1251, et seq.; and Sections 25-15-102, et seq., 25-16-101, et seq., 25-7-101, et seq., and 25-8-101, et seq., of the Colorado Revised Statutes. "Hazardous Materials Laws" shall mean any federal, state, or local laws relating to environmental protection, health, safety, or the use, handling, storage, transportation, or disposal of Hazardous Materials. Said term shall be deemed to include all such laws now in effect or as hereafter amended and all other such laws as may hereafter be enacted or adopted during the term of this Lease.

All obligations of Tenant hereunder shall survive and continue after the expiration of this Lease or its earlier termination for any reason.

D. Tenant further covenants and agrees that from and after the date it has possession of the premises, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(1) Commercial General Liability Coverage. Commercial general liability insurance covering the premises with bodily injury limits of not less than One Million Dollars (\$1,000,000.00) per occurrence insuring against any and all liability of the insured with respect to the premises or arising out of the maintenance, use or occupancy thereof, and property damage insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. This may be covered by a One Million Dollar (\$1,000,000.00) Combined Single Limit of Liability policy.

(2) Plate Glass. Tenant shall be responsible for the maintenance of the plate glass on the premises but shall have the option either to insure the risk or to self insure.

(3) Property Coverage. Insurance covering all of the items of Tenant's Finish work, trade fixtures, merchandise and personal property which are from time to time in, or upon the premises, whether owned by Tenant or Landlord, in an amount no less than the full replacement cost from time to time during the term of this Lease, providing protection against any peril included within standard insurance industry policies containing the "Special" cause of loss provision, including insurance against water damage, burglary, vandalism and malicious mischief.

(4) Policy Form. All policies of insurance provided for herein shall be issued by responsible insurance companies qualified to do business in the State of Colorado and shall name Tenant as the insured party. All of Tenant's commercial general liability policies shall be endorsed to name Landlord as an additional insured. Certificates evidencing such required insurance shall be delivered to Landlord prior to the date Tenant takes possession of the Premises, and thereafter prior to the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. Tenant's commercial general liability policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. If Tenant shall fail to procure and maintain said insurance, such shall be an event of default on this Lease; and Landlord may, but shall not be required to, procure and maintain the same at the expense of Tenant.

E. Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering all improvements owned by Landlord within Berthoud Village, in an amount equal to the full replacement cost (exclusive of the cost of excavations, foundations and footings) from time to time during the term of this Lease, or the amount of such insurance which Landlord's mortgage lender may require Landlord to maintain, whichever is greater, providing protection against any peril generally included within the classification "Fire and Extended Coverage", together with insurance against vandalism and malicious mischief. Landlord will obtain loss of rents insurance coverage on all leased property in Berthoud Village in an amount sufficient to pay the Base Rent hereunder for a period of not less than six (6) months. Tenant shall pay its pro rata share of all such insurance costs on Berthoud Village through Common Costs. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance. Tenant agrees that it will not at any time during the term of this lease do anything in or about the premises which will in any way tend to increase the insurance rates upon the building of which the premises are a part. If Tenant installs upon the premises any electrical equipment that constitutes an overload on the electrical lines of the premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

8. Alterations, Additions and Improvements.

A. Alterations, Additions and Improvements by Tenant. Tenant shall not make any structural alterations, additions, or improvements to the premises nor shall Tenant make any non-structural alterations, additions or improvements to the premises in excess of \$5,000 in cost, without the prior written consent of Landlord.

(1) All alterations, additions, and improvements to the Premises, whether made by Tenant or Landlord and whether made with or without Landlord's consent, shall become the property of Landlord immediately upon completion and shall not be removed by Tenant but shall remain upon and be surrendered with the Premises at the end of the Lease term, provided however, that Landlord may require Tenant, at Tenant's sole cost and expense, to remove any alterations, additions, or improvements to the Premises completed or installed by Tenant without the written consent of Landlord.

(2) No alterations and improvements shall be commenced unless there is conspicuously placed on the premises the following notice:

“NOTICE

Notice is hereby given pursuant to C.R.S. § 38-22-105(2) that the owner of the within premises has not ordered any construction or reconstruction of improvements on these premises; and the owner's interest in the premises shall not be subject to any lien on account of any erection, construction, alteration, removal, addition, repair, or other improvement to the premises.”

Tenant shall be responsible for posting and maintaining the required notice in a conspicuous place on the

Premises.

B. Alterations, Additions and Improvements by Landlord. Landlord shall have the right, in its sole and absolute discretion, to make alterations and/or additions to the improvements within the Center, including to the premises. Landlord may exercise its rights hereunder at any time during the term hereof, without it constituting an eviction or a breach of the covenant of quiet enjoyment or a breach of any other term of this Lease. Landlord's rights in this regard shall include, without limitation, the right to:

(1) Alter, add to, subtract from, or rearrange the location, size, height, dimensions, facade, and appearance of any or all of the improvements in the Center, including without limitation the buildings and other structures, the Common Areas, parking, entrances and exits, and any other parts of the Center. Landlord reserves the exclusive right to the roof of the premises, and Tenant acknowledges that there are no easements for light, view, and air space included in this Lease.

(2) Construct other buildings and/or improvements in the Common Areas adjacent to the premises, and/or to add additional real property to the Center and construct improvements thereon, and to adjust Tenant's proportionate share of Common Costs as a result thereof.

(3) Change space presently designated or used as office space to retail space, and vice versa, as well as allowing any other tenant usage allowed by law.

(4) Expand, reduce, or alter the parking areas and entrances and exits to the Center in any manner allowed by law; grant, modify and terminate easements and other agreements pertaining to the use and operation of the Center or any part of it; and to temporarily obstruct or close off parts of the Common Areas as needed or desirable for any of the purposes herein described.

(5) Change and add to the risers, plenums, electrical wires, pipes, conduits, ducts, and other structural and nonstructural installations in Berthoud Village and in the premises.

C. No Liability for Landlord. Notwithstanding anything in this Lease to the contrary, Tenant agrees that Landlord will have no liability to Tenant, and Tenant will not be entitled to any compensation, damages, injunctive or declaratory relief, or a reduction or abatement of rent, due to or relating in any way to Landlord's exercise of its rights set forth in this paragraph.

9. Advertising Signs.

A. At Tenant's expense and in conformance with Exhibit C and governmental regulations, Tenant shall provide and install exterior signage identifying Tenant's business. Tenant agrees to submit a scale drawing of all proposed signs to Landlord for prior approval. Tenant acknowledges that the premises are a part of an integrated and uniform shopping center and that control of signs by Landlord is essential to maintain the overall architectural design, uniformity, aesthetics and plan of Berthoud Village as the same has been and may be from time to time established by Landlord.

B. Except as above provided, Tenant shall not erect or install any signs, advertising material, names, insignia, trademarks, descriptive material, or any other items whatsoever on the walls or exterior facing windows of the premises without the prior written consent of Landlord. No signs will be permitted indicating or connoting a going out of business sale, a moving sale, a distress sale, a fire sale, a bankruptcy sale, or similar terminology.

C. Tenant's sign(s) shall not be removed during the term of this Lease without the prior written consent of Landlord. All damages caused by the erection, maintenance, and removal of Tenant's sign(s) shall be fully repaired promptly at Tenant's expense.

D. Tenant acknowledges Landlord's right and privilege to place a sign on the premises advertising the availability of the premises within sixty (60) days prior to the expiration of the Lease term or any earlier termination thereof.

10. Fixtures and Personal Property.

A. All trade fixtures, signs and other personal property installed in or attached to the premises by Tenant must be new or in good shape when so installed or attached. Any trade fixtures, signs and other personal property of Tenant not permanently affixed to the premises shall remain the property of Tenant (herein "Tenant's Property"), and Landlord agrees that Tenant shall have the right, provided Tenant is not then in default under the terms of this Lease, at any time, and from time to time, to remove any and all of Tenant's Property which it may have stored or installed in the premises, including but not limited to counters, stoves, grills, unattached coolers, refrigerators, unattached shelving, showcases, mirrors, inventory, equipment, furniture, and other movable personal property. Nothing in this paragraph contained shall be deemed or construed to permit Tenant to remove so much of Tenant's Property, without the prompt replacement thereof with similar personal property of comparable or better quality, as to render the premises unsuitable for conducting Tenant's business during the term of the Lease. Tenant at its expense shall promptly repair any damage occasioned to the premises by reason of the removal of any of Tenant's Property. Upon termination of the Lease, provided Tenant is not then in default, Tenant shall have the right to remove all of Tenant's Property, and agrees to surrender the premises in a neat and clean condition, ordinary wear and tear alone excepted. In the event Tenant does not remove such property, Landlord may at its option either require Tenant to remove same and restore the premises, or retain such property without compensation to Tenant.

B. All improvements to the premises by Tenant not covered by paragraph 10.A above, including but not limited to light fixtures, floor coverings and carpeting, draperies, partitions, attached shelving, hoods, sinks, and other plumbed fixtures, shall become the property of Landlord upon expiration or earlier termination of this Lease, and shall not be considered as trade fixtures.

C. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, leasehold improvements (including but not limited to those provided by Landlord), merchandise and other personal property in, on or upon the premises. In the event any such items of property are assessed with property of Landlord, then and in such event, such assessment shall be equitably divided between Landlord and Tenant to the end that Tenant shall pay only its equitable proportion of such assessment.

11. Liens.

A. Tenant shall keep the premises free and clear of all mechanics' and other liens on account of work done for Tenant or persons claiming under it. Tenant agrees to and shall hold Landlord harmless against liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers, materialmen, or others for work performed or materials or supplies furnished for Tenant or persons claiming under it.

B. Should any claim of lien be filed against the premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

1. Repairs and Maintenance.

A. Tenant agrees that at all times during the term of this Lease, and at its own cost and

expense, Tenant shall repair and maintain in good and tenantable condition the premises and every part thereof, excluding only the roof, exterior walls, structural parts of the premises and structural floor, and including without limitation all floor coverings, all items of Tenant's Finish work, the utility meters, pipes and conduits, fire protection systems, all fixtures and other equipment therein, the store front or store fronts, Tenant's sign(s), locks and closing devices, all window sash, casement or frames, doors and door frames. All glass, both exterior and interior, is at the sole risk of Tenant, and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality. Landlord shall permit Tenant to receive the benefits, if any, of any warranties under which Landlord is the beneficiary and which relate to the premises or any equipment, fixtures or materials located thereon or therein to the extent that the same apply to obligations of Tenant hereunder. Additionally, Tenant shall be solely responsible for all items of repair, maintenance, improvement or reconstruction of the premises (as related to those items for which Tenant is responsible as provided for above) as may at any time be required by reason of water leakage and any resulting damages, or by any laws, government, or any governmental agency having jurisdiction thereof.

B. Tenant shall be responsible for repair and maintenance costs related to the HVAC system servicing the Premises. Landlord agrees to contract with a licensed HVAC contractor to perform two inspections annually of the HVAC system servicing the Premises. The cost of said inspection shall be a Common Cost. It is agreed that if any inspection indicates that repairs are necessary or advisable, Tenant shall then choose an HVAC contractor approved by Landlord and contract for the repair services within ten (10) days of receipt of notice of the requirement of repairs. The cost of such repairs shall be paid by Tenant. If, after notice has been given and demand made, Tenant refuses or neglects to commence and complete any repairs promptly, Landlord may, but shall not be required to, perform such maintenance and require Tenant to reimburse Landlord for all expenses incurred in connection therewith. To insure that the HVAC system is in proper working order upon the commencement of this Lease, Landlord shall have an initial inspection of the system performed by a licensed HVAC contractor. Landlord agrees to pay for this initial inspection and any recommended repairs at that time.

C. Subject to the foregoing provisions hereof, and the terms of paragraph 7 above, Landlord shall (as a Common Cost) keep and maintain in good repair and tenantable condition the roof and exterior walls of the premises; provided however, that Landlord shall not be responsible for repairs necessitated by reason of the acts or omissions of Tenant or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any terms or conditions of this Lease, or caused by alterations, additions or improvements made by Tenant or anyone claiming under Tenant, unless covered by insurance maintained by Landlord. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of it unless Tenant has previously notified Landlord in writing of the need for such repairs, and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification.

14. Damage and Reconstruction.

A. Insurance coverage: In the event the premises are damaged by fire or other perils covered by Landlord's insurance, Landlord shall commence repair, reconstruction or restoration work (herein "repairs") promptly following receipt of insurance proceeds and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect. Nevertheless, if such repairs as are Landlord's obligation cannot be substantially completed within one hundred eighty (180) days of the date of damage, Landlord and Tenant shall each have the option to terminate this Lease upon giving written notice to the other of exercise thereof within forty-five (45) days of such destruction.

B. No insurance coverage: In the event the premises shall be damaged as a result of any casualty not covered by Landlord and Tenant's insurance, to any extent whatsoever, Landlord may within ninety (90) days following the date of such damage commence repairs of said premises and prosecute the same diligently to completion in which event this Lease shall continue in full force and effect, or may within said ninety (90) day period elect not to so effect repairs, in which event this Lease shall cease and terminate. In either event Landlord shall give Tenant written notice of its intention within said ninety (90) day period.

C. Responsibility: In the event of any repairs to the premises by Landlord in accordance with the provisions of this paragraph, such repairs by Landlord shall be only to the extent of restoring the premises to the condition as initially provided to Tenant. Tenant shall be responsible for the repair and restoration of all of the items constructed as Tenant's Finish, as well as Tenant's leasehold improvements, trade fixtures and other property in the premises. Concerning any items which can, in Landlord's judgment, be more effectively repaired as an integral part of Landlord's repair work on the premises, such repairs, at Landlord's election, may be performed by Landlord but at Tenant's expense.

D. Rent Abatement: Unless the damage was caused by Tenant's acts or omissions, in the event of repairs as herein provided, the Base Rent shall be abated proportionately with the degree to which Tenant's use of the premises is impaired, as determined by Landlord with due consideration to the nature and extent of interference with Tenant's business, commencing from the date of destruction and continuing until completion of Landlord's repairs. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the premises or Tenant's personal property or any inconvenience or annoyance occasioned by such damage or repairs.

15. Use of Common Areas. Tenant and its employees and invitees are, except as otherwise set forth herein, authorized to use the parking and common areas of Berthoud Village in common with other persons during the term of this Lease. Landlord shall at all times have the right to establish, and from time to time change, alter and amend, and to enforce against Tenant and the other users of said common area, such reasonable Rules and Regulations (including restrictions related to employees' parking) as may be deemed by Landlord to be desirable and in the best interests of Berthoud Village, and/or advisable for the proper and efficient operation and maintenance of said common areas. Tenant agrees to conform to and abide by all such Rules and Regulations in its use and the use by its customers and patrons of all Common Areas, and to keep all of such Areas free and clear of any obstructions created or permitted by, or resulting from, Tenant's business. Landlord covenants that all such Rules and Regulations shall apply equally and without discrimination to and among all persons entitled to use the Common Areas. Nothing herein shall be deemed to create any liability upon Landlord for any damages to, or loss of property from, motor vehicles of Tenant, its customers or employees.

16. Bankruptcy - Insolvency.

A. If at any time prior to or during the term hereof there shall be filed by Tenant a petition in bankruptcy (including without limitation a liquidation, reorganization, judicial protection against creditors, or for adjustment of debts) in any court of competent jurisdiction, or if any such petition is filed against Tenant and Tenant fails to secure a discharge thereof within thirty (30) days of its filing, or if Tenant becomes insolvent or is unable or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors, or petitions for or enters into an arrangement with its creditors, or a custodian or receiver is appointed or takes possession of Tenant's property, whether or not a judicial proceeding is instituted in connection with any said event (each of the foregoing events to be hereinafter referred to as an "act of bankruptcy"), then this Lease may, at Landlord's option, be terminated. In this event, neither Tenant nor any person or entity claiming through or under Tenant, whether or not by virtue of any statute, law, or order of any court, shall have any further rights in the premises, and Landlord shall be entitled to immediate possession of the premises, and may, in addition to any other rights and remedies set forth in this Lease or granted by virtue of any statute or rule of law, retain as damages any rentals, security deposit, Additional Charges, or other monies received by Landlord from or on behalf of Tenant.

B. In the event an act of bankruptcy shall occur and this Lease is not terminated by Landlord, the parties agree that if this Lease is assumed by a trustee in bankruptcy or other similar successor to Tenant, such trustee or successor shall be subject to all of the terms hereof, and this Lease may not be assigned by such successor to a third party unless the assignee (i) executes and delivers to Landlord its agreement in recordable form whereby it assumes and agrees to discharge all obligations of Tenant hereunder, including without limitation all obligations then accrued and unpaid, (ii) is a business with a net worth and operating experience at least as

substantial as that possessed by Tenant at the time of execution of this Lease, and (iii) grants Landlord, to secure the performance of its obligations hereunder, a security interest in the personal property, fixtures, furnishings, equipment, and inventory in the premises, and in the proceeds of, and all additions, accessions and substitutions for the foregoing; and in connection therewith the assignee shall execute such security agreements, financing statements, and other documents as reasonably required by, and in such forms as designated by, Landlord to perfect such lien and security interest.

17. Defaults by Tenant.

A. Definition: Each of the following events shall constitute an event of default of Tenant hereunder:

(1) Failure to pay any installment of Base Rent, Additional Charges, or other payments due from Tenant hereunder, for a period of ten (10) days.

(2) Failure to perform any of its other promises, covenants or agreements herein contained for a period of ten (10) days after written notice, except that if such obligation cannot reasonably be performed within such time period, Tenant shall not be in default if it shall commence such performance within such period and shall thereafter pursue the same with diligence and continuity to completion.

(3) Breach of any provision mandating or prohibiting certain actions on Tenant's part, if the effect of such breach shall not be entirely removed within ten (10) days after notice.

(4) The issuance of any attachments, execution or other process against Tenant whereby the premises shall be or is sought or attempted to be taken or occupied by any third party, unless such process shall be discharged within ten (10) days after notice.

(5) Vacation or abandonment of the premises by Tenant, including but not limited to Tenant's failure to remain open for business during all regular business hours for ten (10) consecutive days without a cause specifically allowed hereunder.

(6) Failure to fully vacate the premises on the Lease Termination Date without obtaining Landlord's written consent to remain in the premises after the expiration of the term hereof.

(7) Any other failure by Tenant to comply with the terms, conditions and requirements of this Lease, whether or not at the place of their expression being identified as an event of default.

B. Rights Upon Default: Landlord may treat the occurrence of any one or more of the foregoing events as a default and breach of this Lease, and in addition to any or all other rights or remedies of Landlord hereunder and by law provided, Landlord shall have the following rights and options, without further notice or demand of any kind to Tenant or any other person, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other rights or remedies of Landlord, whether herein set forth or existing at law or equity:

(1) Termination: The right of Landlord to terminate this Lease by giving Tenant written notice thereof to Tenant. Upon the giving of such notice, or on any later date specified in such notice, this Lease and the term hereof, and all right, title and interest of Tenant herein, shall cease, expire and terminate. Upon a termination under this provision, Tenant shall quit and surrender the premises to Landlord, and absent Tenant's voluntary compliance herewith, Landlord shall have the right to re-enter the premises and take possession thereof and remove all persons therefrom, without giving rise to any claim for damages by Tenant. Upon a termination under this provision or pursuant to law, Tenant shall nevertheless remain liable to Landlord for damages in an amount equal to the total of (a) all Rentals and Additional Charges accrued and unpaid by Tenant on the date of

termination, and (b) any other money or damages owed by Tenant to Landlord herein provided.

(2) Repossession without Termination: The right of Landlord, without notice or demand of any kind to Tenant and without terminating or declaring this Lease ended, to re-enter and take possession of the premises, and to occupy or re-lease the whole or any part thereof, including the making of any alterations, improvements or repairs to the premises, all of the same for and on account of Tenant, and upon such terms and conditions and for such rentals as Landlord may deem proper. Landlord shall collect such rentals and additional charges as may thereafter become payable and apply the same toward the amounts due or thereafter to become due from Tenant under this Lease, and toward the expenses and reasonable attorney's fees and costs of such re-letting, and toward any other damages sustained by Landlord. No such re-entry, repossession, alterations or possession of the premises shall be construed as a termination of this Lease unless Landlord provides written notice of termination to Tenant. Landlord shall be entitled to the amount of rentals which would be payable if reentry or repossession had not occurred, less the net proceeds, if any, of any reletting of the premises, after deducting all of Landlord's costs and expenses in connection with re-letting, including without limitation all repossession costs, tenant inducements, brokerage commissions, legal expenses and attorneys' fees, expenses of employees, and alteration, cleaning and repair costs.

D. Additional Damages upon Termination: Should Landlord elect to terminate this Lease under any of the above provisions, Landlord shall thereupon, without waiting for the end of the term hereof, be entitled to recover from Tenant as damages the difference, if any, between the then reasonable rental value of the premises for the balance of the term reserved in this Lease and the amount of Rentals and Additional Charges payable by Tenant for the balance of the term of this Lease, together with all other damages hereinabove set forth. For purposes of this paragraph, the Additional Charges shall be computed on the basis of the average monthly amount thereof accruing during the immediately preceding twelve (12) months' period, except that if it becomes necessary to compute such sums before a twelve (12) month period has elapsed, then on the basis of the average monthly amount thereof accruing during such shorter period.

E. Waiver of Breach: Any waiver by Landlord, whether express or implied, of any default or breach of Lease by Tenant shall not be deemed to be a continuing waiver of such default or breach, or of the option to exercise any of Landlord's rights with regard to any subsequent default or breach of any term, covenant or condition of this Lease, whether of the same or any other item, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach of Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. It is expressly agreed that no covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be placed in writing and signed by Landlord.

18. Default by Landlord. In the event Landlord shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Lease on its part to be performed or observed, within a reasonable period of time after receipt of written notice of default, or if Landlord shall fail to proceed diligently to make such repairs after receipt of notice, then and in that event Tenant shall have the right to cure any such default or make such repairs at Landlord's expense, including in such expenditure all necessary costs and reasonable attorneys' fees incurred to cure such default or breach of this Lease. Landlord shall pay all such costs and fees to Tenant upon receipt of written demand accompanied by copies of all invoices or receipts of Tenant related thereto. Tenant shall have no right to terminate this Lease, nor to set off any costs of curing such default or breach against rentals due hereunder, except as otherwise specifically provided for herein.

19. Subordination, Attornment, Non-disturbance. Upon the written request of Landlord or of any mortgagee or deed of trust beneficiary of Landlord, Tenant will from time to time in writing subordinate its rights hereunder to the interest of any such lienholder, as well as to the lien of any mortgage or deed of trust now or hereafter in force against the land and building of which the premises are a part or against any buildings hereafter placed upon the land of which the premises are a part, and to all advances made or hereafter to be made upon the

security thereof. The parties recognize that this Lease and Tenant's rights hereunder are subject to and by this Lease expressly made subordinate at all times to all such mortgages, deeds of trust or other security instruments now or hereafter placed against Berthoud Village, including any additions or improvements now or hereafter made. It is agreed that these provisions shall be self-operative and that no further instruments or recordings shall be necessary unless required by Landlord or such mortgagees, beneficiaries, or other holders of such security instruments.

Tenant agrees that upon receipt of a written request from Landlord including the name, address and phone number of the mortgagee concerned, Tenant will thereafter, in the event of a default by Landlord, give to such mortgagee a period of thirty (30) days from the time such notice is given, as evidenced by the return receipt from mailing, within which to cure, or begin diligently to cure, as the case may be, any default claimed by Tenant to have been committed by Landlord.

Nothing contained herein shall be deemed or construed to create the relationship of principal and agent, partnership, or joint venture between the parties hereto, or any relationship between the parties other than that of Landlord and Tenant.

20. Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by Landlord or Tenant to or on the other, such notice or demand shall be in writing and shall be delivered personally, by nationally recognized overnight courier or certified or registered mail:

To Tenant: Town of Berthoud
 821 Mountain Avenue
 Berthoud, CO 80513

To Landlord: BVSC, LLC
 18 Midstream
 Hilton Head Island, South Carolina 29928

Landlord and Tenant will have the right from time to time to change their respective addresses, by at least fifteen (15) days written notice to the other. Notice shall be deemed received two (2) days after the date of mailing or when the sender receives documentary confirmation from overnight courier that the other party has received the transmissions or (2) if said confirmation is not evidenced, then the overnight courier will be deemed received at 9:00 a.m. on the next business day thereafter.

21. Estoppel Certificate. Tenant shall, at any time upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord such statements in writing as may be requested of Landlord by banks, purchasers, or other lending institutions who have liens on or security interests in the premises (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if they are claimed; and (iii) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Premises may require.

22. Assignment - Sublease.

A. Tenant shall have no rights to sell, transfer, or assign this Lease, nor to sublease all or any part of the premises, nor to have a substantial change in ownership of Tenant, nor to hypothecate this Lease, without first obtaining Landlord's prior written consent thereto. The transfer of a majority of shares of stock, or of a controlling interest, in Tenant, other than by operation of law, shall be considered a substantial change in ownership

hereunder. Tenant shall be responsible for all costs and attorney's fees incurred by Landlord to examine and, if consented to, effect such an assignment or new/substitute Lease.

B. Landlord shall not unreasonably withhold its approval of said proposed actions, provided that the replacement tenant under normal leasing standards will be financially capable of completing the balance of Tenant's obligations under this Lease, and its proposed use of the premises is like in kind to Tenant's or is a use which, in Landlord's sole judgment and discretion, is not adverse to Landlord's tenant mix plan for Berthoud Village. Upon the question of reasonableness, it is agreed that the character and reputation of the proposed replacement tenant, and the nature of the proposed uses to be allowed, and the consequences thereof in the Berthoud Village area, are appropriately to be considered by Landlord. Landlord shall have the right to require as a condition of any of said proposed actions that Tenant and all guarantors remain fully liable during the unexpired term of this Lease. Landlord shall have no obligation whatsoever to permit the subletting of a portion of the premises.

C. Other than as provided for in this paragraph, any attempted transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation without Landlord's prior written and discretionary consent shall be void and shall confer no rights upon any third party.

23. Condemnation. If all or a substantial part of the premises shall be taken or condemned in the exercise of eminent domain powers or by conveyance in lieu thereof ("condemnation"), this Lease shall terminate on the date when possession of the premises shall be acquired by the condemning authority. As used herein, "substantial" shall be defined as reasonably preventing the conduct of Tenant's activities. If less than a substantial part of the premises be condemned, the Rent shall be abated pro rata from the date of condemnation. Landlord shall be entitled to the full amount of any condemnation award for loss of the premises, and Tenant expressly waives any right or claim to any part of Landlord's award as damages or otherwise, and waives any right or claim against Landlord as a result of such condemnation. Tenant shall have the sole right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damages, costs and losses to Tenant by reason of the condemnation.

24. Miscellaneous.

A. Other Tenants. Except as otherwise specifically provided herein, Landlord reserves the absolute right to effect such other tenancies in Berthoud Village as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interests of Berthoud Village. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or number of tenants shall during the term of this Lease occupy any space in Berthoud Village.

B. Force Majeure. Neither party shall be liable for failure or delay in performance caused by events beyond reasonable control, including acts of God, pandemics, governmental restrictions, war, terrorism, pandemics, labor disputes or utility failures. However, if force majeure occurs after the party delays performance, the party shall not be exempted from liability.

C. Right of Entry. Landlord and its authorized representatives shall have the right to enter upon the premises at all reasonable times for the purposes of inspecting, maintaining, restoring, repairing the premises or Berthoud Village, determining whether Tenant is complying with its obligations under this Lease, or otherwise protecting or preserving the premises or Berthoud Village, posting any notices or signs that are required or permitted under this Lease or under applicable law, and showing the premises to prospective brokers, agents and buyers. Landlord shall conduct such acts so as to reasonably minimize any interference with Tenant's business. Landlord shall not be liable to Tenant in any manner for any inconvenience, disturbance, loss of business, or other damage arising from such reasonably effected and conducted entry.

D. Role of Broker. Imran Bhimani, Rico Devlin, and Nathan Kein with LC Real Estate Group, LLC, a Colorado limited liability company ("Brokers"), have acted as licensed real estate brokers for the

negotiation of this Lease. Both parties acknowledge that said Brokers have acted as an agent for Landlord, and Tenant has been advised to review this Lease with its own legal, accounting, and financial advisers, prior to signing it. Landlord shall be solely responsible for payment of any commission due Brokers relative to this transaction and shall hold Tenant harmless therefrom.

F. Non-Waiver. No waiver of any right, condition, or covenant by either party hereto shall be deemed to imply or constitute a further or future waiver by such party of the same or any other right, condition or covenant. Nor shall the failure of Landlord to enforce any of the Rules and Regulations against Tenant of the Center be deemed a waiver of any such Rules and Regulations. No act or thing done by Landlord or Landlord's agents during the term hereof shall be deemed an acceptance or surrender of the premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. Delivery of Tenant's keys to any officer, employee, agent or general partner of Landlord and acceptance thereof, shall not constitute a termination of this Lease unless a written agreement has been entered into with Landlord to this effect. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the amount herein stipulated shall be deemed to be other than on account of the earliest amount owed, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord shall be entitled to accept such check for payment without prejudice to Landlord's right to recover the balance of such amount owed or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the premises or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, sub-tenant, or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of the assignee, sub-tenant, or occupant as tenant, or a release of Tenant from the complete performance by Tenant of the covenants herein contained on the part of Tenant to be performed.

G. Obligations of Successors. The provisions of this Lease shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and proper assigns; provided always however that upon a sale or transfer of Landlord's interest in the premises, Landlord shall be released from all obligations hereunder, except for obligations as to which Landlord is in default on the day of such sale or transfer.

H. Captions. The captions of paragraphs or articles of this Lease are for convenience only, are not part of this Lease and do not in any way limit or modify the terms and provisions of this Lease.

I. Unenforceability. If any clause or provision of this Lease is deemed illegal, invalid or unenforceable by a court of competent jurisdiction, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected and further that in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be added an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

J. Integrated Agreement; Modification. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document. This Lease cannot be amended or modified except by a writing signed by the party to be charged.

K. Colorado Law and Venue. This Lease shall be construed and interpreted in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Lease shall be in Larimer County, Colorado.

L. Electronic Signatures. This Lease may be executed electronically and shall be legally binding under the Federal Electronic Signatures in Global and National Commerce Act and Colorado Uniform Electronic Transactions Act.

M. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities Tenant or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

N. No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Lease, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Lease.

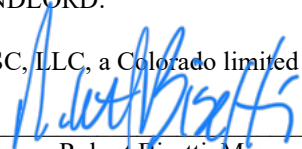
O. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory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

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

BVSC, LLC, a Colorado limited liability company

By: _____


Robert Bisetti, Manager

Federal ID#: 46-4763076

TENANT:

Federal ID# or Social Security #: _____

EXHIBIT A
Page 2

BERTHOUD VILLAGE SUBDIVISION
 BEING A REPLAT OF LOTS 1, 2, 3, & 4 OF BERTHOUD
 BUSINESS PARK, BEING LOCATED IN A PORTION OF THE
 NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH,
 RANGE 69 WEST OF THE 6th P.M., TOWN OF BERTHOUD,
 COUNTY OF LARIMER, STATE OF COLORADO.

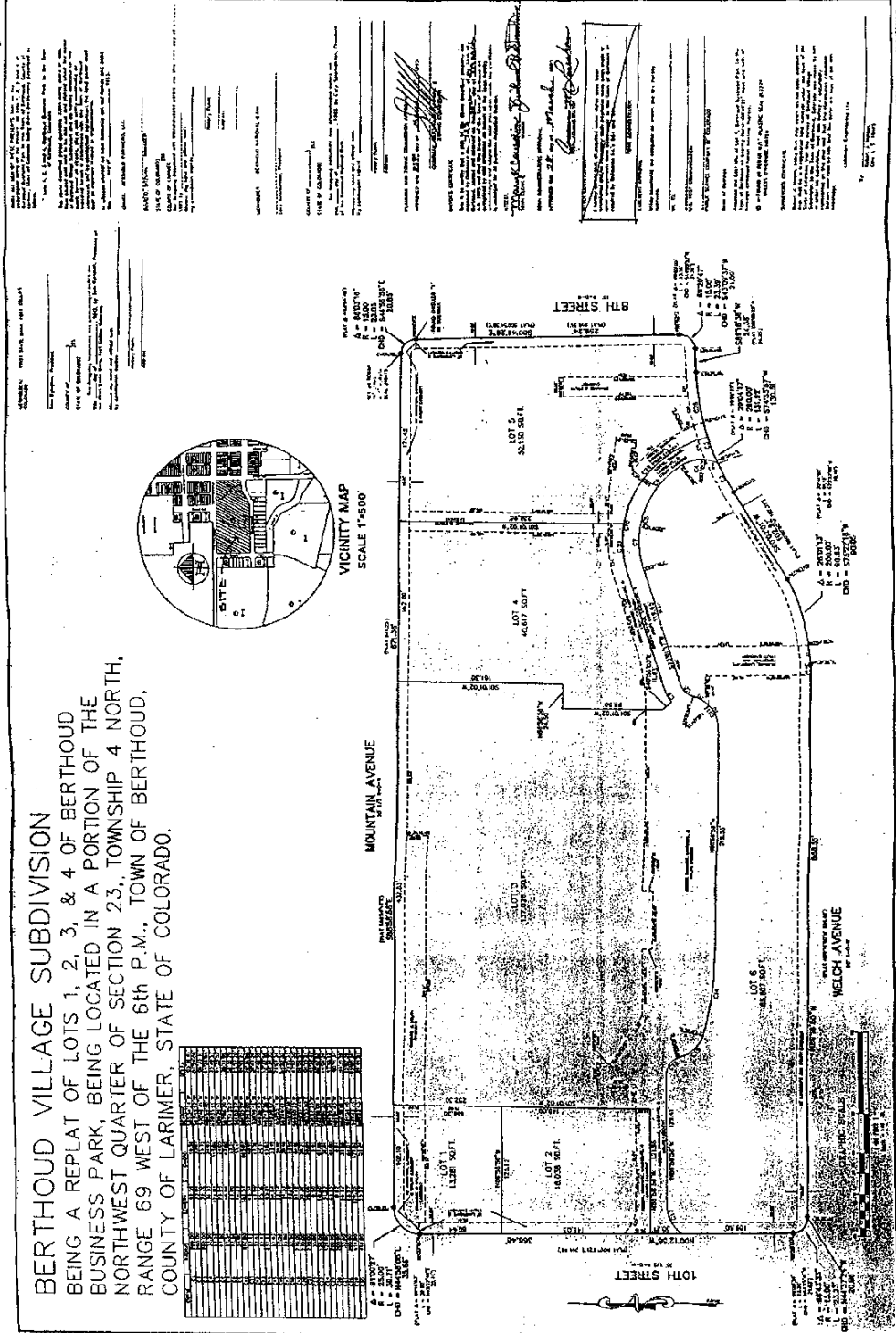
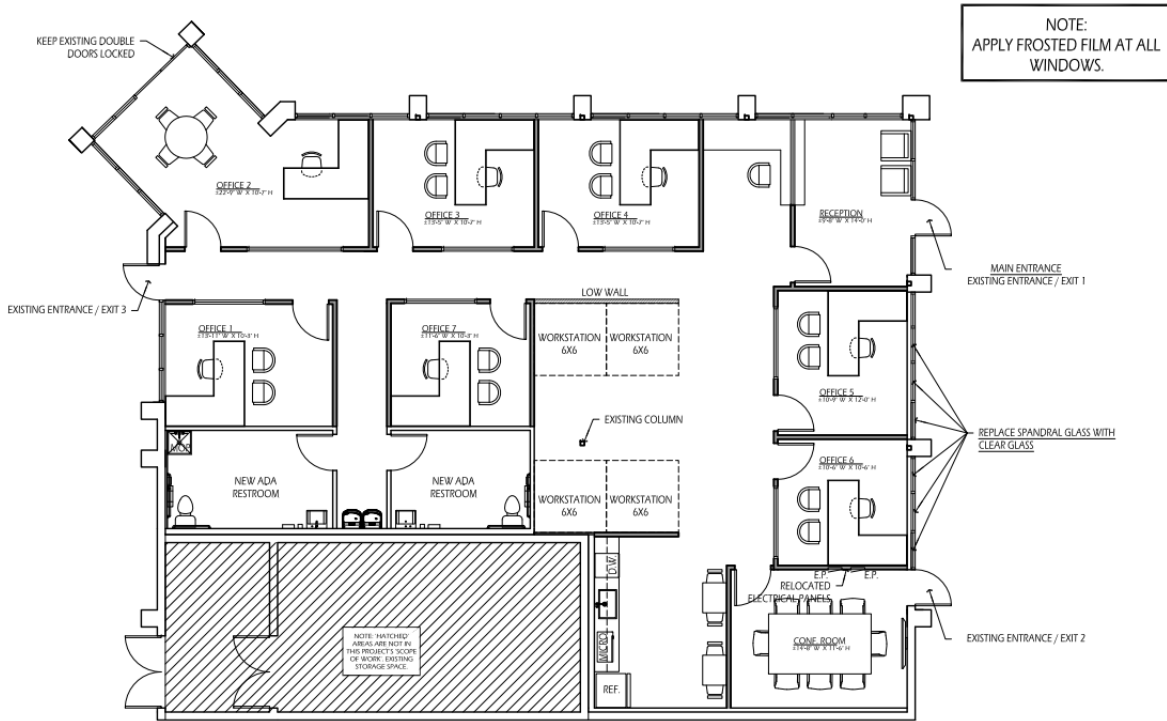


EXHIBIT B

TENANT IMPROVEMENT WORK LETTER

TENANT IMPROVEMENTS:

Landlord will deliver the Leased Premises as shown below, ready for Tenant's furniture, fixtures, and equipment and occupancy, with finishes of typical professional mid-grade quality.



Berthoud Community Development Center
821 Mountain Avenue
New Space Plan

Scale: 1/8"=1'-0" | Date: 2.6.26
Print at 11" x 17"

OTHER:

All tenant finish plans and drawings must be approved by Landlord in writing in advance of installation.

EXHIBIT C
SIGN CRITERION

This criterion is established on the proven principle that the success of Berthoud Village as a whole better ensures the individual merchant his own success. Adherence to this criterion will help establish an appearance of orderliness and neatness associated with any successful business. Architectural coordination of signs also adds a feeling of professionalism to the entire center for the benefit of all concerned. Unless otherwise approved in writing by Landlord in advance of installation, conformance with this criterion will be strictly enforced, and any installed non-conforming or unapproved signs must be brought into conformity at the expense of the Tenant.

I. General Requirements.

- A. Tenant shall submit to Landlord for approval, two (2) signed and dated copies of a detailed shop drawing of all proposed signage and graphics prior to fabrication. The drawing shall indicate locations, size, style of lettering, material, installation details, color, logo design, and layout design. Drawings shall include an elevation specifying location of Tenant's signage on sign band area. The drawing must also make clear that Tenant understands and will adhere to the fabrication procedures outlined below.
- B. All permits for signs and their installation shall be obtained by Tenant and comply with all government ordinances. All signs and their installation shall comply with all local building, zoning, and electrical codes. Nothing in the criteria shall imply a waiver of requirements by any governmental authorities.
- C. Tenant shall be responsible at Tenant's expense for the fulfillment of all requirements and specifications as prescribed by Landlord and/or any necessary governmental authority.
- D. All signs shall be wired for 120v. All signs shall be constructed and installed, including electrical hook-up, at Tenant's expense. Landlord shall supply an electrical junction box and conduit for Tenant's sign hook-up, serviced from and controlled by a house circuit. A licensed electrician shall make the final electrical connection after the sign is installed.
- E. All Tenants are obligated to have a sign and all signs shall be reviewed for conformance with this criteria and overall design quality. Approval and disapproval of sign submittals, including any variances from this Sign Criterion, shall remain the sole right of Landlord. Landlord assumes no liability as the result of approval or disapproval of Tenant's sign.

II. General Specifications.

- A. All signs shall be internally illuminated individual letter type, "Pan Channel Letters". Each letter shall be flush mounted (with remote wire) to the sign band area of the building.
- B. Tenant shall be responsible for the installation and maintenance of all signs.
- C. All signs are to be installed under direction of Landlord or Landlord's representative.
- D. Tenant shall, at Tenant's sole cost and expense, repair any damage caused by Tenant's sign installation or related work, including but not limited to damage to the sign band fascia and rain gutters.
- E. Tenant shall be solely responsible and liable for all aspects of Tenant's sign installation and related work.
- F. No signs perpendicular to the face of the building or storefront are permitted. No cabinet, freestanding, or portable signs will be allowed.
- G. No labels will be permitted on the exposed surface of signs except those required by local ordinances which shall be applied in an inconspicuous location.

III. Signs to be Constructed and Installed in Accordance with the Following:

- A. All signs shall be limited to individual Pan Channel letters four and one-half inch (4½") deep fabricated out of dark bronze prefinished aluminum.
- B. All signs are to be centered, vertically in the sign area and horizontally in Tenant's designated area, except where otherwise approved or specified by Landlord.
- C. The length of the sign shall not exceed two-thirds (2/3) of Tenant's demised width, or as approved by Landlord.
- D. Letter height shall be a maximum of 24". Landlord reserves the right to grant exceptions to letter restrictions on an individual basis.
- E. Each Tenant is permitted only one sign unless Tenant has two (2) frontages, in which case two signs may be permitted.
- F. The color of the letter return must be dark bronze.
- G. Letter style shall be selected by Tenant.
- H. Face color shall be selected by Tenant with brass colored trim cap.
- I. All signs must be uniformly and evenly lit (LED lighting preferred).
- J. The installation of door and window signage will be examined on a case by case basis, and be at Landlord's sole discretion for approval of such signage. Neon window displays, if approved by Landlord, shall not exceed 6 square feet.
- K. All signs must comply with all applicable building and electrical codes, and must be U-L listed and approved.
- L. All penetrations of the building structure (to include fascia), required for sign installation, shall be sealed in a water tight condition. If at any time during Tenant's occupancy of the premises, water is found to be leaking into the building structure via penetrations from Tenant's sign, then Tenant shall cause its sign contractor or others to make the necessary repairs to stop water leakage, said work to be done at Tenant's expense and Tenant shall be liable for any and all damage resulting from such water leakage.

IV. Miscellaneous Requirements.

- A. Upon removal of Tenant's sign, Tenant at its sole expense shall plug and patch the penetrations into the building structure so as to make watertight, and so as to match the adjacent finish in a matter satisfactory to Landlord.
- B. It is Tenant's sole responsibility to obtain Landlord's written approval prior to manufacturing of the above sign. Landlord reserves the right to remove any unapproved signage as per the Lease, at Tenant's expense.

V. Other.

- A. No banners will be permitted without express written consent granted at the sole discretion of Landlord, and then only on a temporary basis in accordance to local sign codes.

- B. No signage which is animated, flashing, audible, smoke-emitting or oscillating will be permitted.
- C. No corrugated yard signs mounted on “U” or “H” wire frames will be permitted.
- D. No sign spinners, sign wavers, human directionals, human billboards, sign holders, sandwich men, or other similar on-site or roadside advertising will be allowed within the Center or on any public sidewalk or right-of-way adjacent to the Center.
- E. No A-frame type menu boards will be permitted without express written consent granted at the sole discretion of Landlord.

Except as otherwise specifically agreed in writing, permission for all signage may be granted or withheld at Landlord’s sole and absolute discretion. Landlord further reserves the right to revoke any permission previously granted if Landlord later determines any signage to be detrimental to the image or operation of the Shopping Center. Landlord may permit variances or deviations from these Sign Criteria Guidelines; and Landlord may amend these Sign Criteria Guidelines from time to time as determined by Landlord to be necessary in order to maintain the overall architectural design, uniformity, aesthetics and plan for signage in the Center. Any signage, display, banner, or pennant installed without prior approval of Landlord may be removed by Landlord, without notice, at Tenant’s expense.

EXHIBIT D – COMMENCEMENT DATE ADDENDUM

COMMENCEMENT DATE CERTIFICATE

THIS COMMENCEMENT DATE CERTIFICATE (“Commencement Date Certificate”) is given as of this ____ day of _____, 20____, by the Town of Berthoud (“Tenant”), with respect to and forming a part of that certain Lease Agreement (the “Lease”) dated _____, 2026, between BVSC, LLC, a Colorado limited liability company (“Landlord”), and Tenant for the premises identified as 821 Mountain Avenue, Berthoud, CO 80513 and consisting of approximately 2,670 rentable square feet of Floor Area in the Berthoud Village Shopping Center in Berthoud, Colorado (as more particularly identified in the Lease, the “Premises”).

In consideration of the mutual covenants and agreements stated in the Lease, and intending that this Commencement Date Certificate may be relied upon by Landlord and any prospective purchaser or present or prospective mortgagee, deed of trust beneficiary or ground lessor of all or a portion of the Shopping Center, Tenant certifies as follows:

1. Except for those terms expressly defined in this Commencement Date Certificate, all initially capitalized terms will have the meanings stated for such terms in the Lease.
2. The Commencement Date occurred on _____.
3. Tenant has accepted possession of the Premises.
4. The person or persons executing this Commencement Date Certificate covenant and warrant that such person or persons are duly appointed and currently serve in the offices indicated under their signatures and have full power and authority to execute this Commencement Date Certificate on behalf of Tenant, and that when so executed, this Commencement Date Certificate will be binding and enforceable against Tenant.

IN WITNESS WHEREOF, Tenant has executed this Commencement Date Certificate as of the date and year first set forth above.

TENANT:

By: _____

Printed Name: _____

Title: _____

Board of Trustees Information



Public Works Department

Meeting Date:	May 26, 2026
Agenda Title/Subject:	FRA: Crossing Safety Program / Railroad Crossing Elimination Grant Program
Type of Item:	Consent Agenda
Purpose:	To obtain Board direction on participation in a regional railroad crossing safety study grant application and associated matching contribution.
Presented by:	Keith Knoll

Attachments:

1. Letter of Participation - DEA
2. DEA - CrossingStudy - FullScope - DraftBudget_5-11-26 & Crossing Map

Background:

The Town of Berthoud was contacted by David Evans and Associates (DEA), on behalf of BNSF Railway, the Cities of Fort Collins and Loveland, and Larimer County, regarding participation in a regional grant application to the Federal Railroad Administration's Railroad Crossing Elimination (RCE) Program. The proposed grant would fund a study evaluating railroad crossings along the BNSF main line throughout Larimer County.

According to DEA, the study would focus on developing a unified regional strategy to improve railroad crossing safety, identify future infrastructure needs, and evaluate potential improvements along the corridor. DEA noted that expanding participation among local jurisdictions would strengthen the competitiveness of the regional grant application. This study is also a requirement associated with future Federal Railroad Administration Quiet Zone applications and could support the creation of future Quiet Zone crossings within participating communities.

Grant applications are due June 8, 2026. Currently, the grant lead is only requesting letters of support to formalize the list of municipalities to be included. If the grant application is awarded, the Town's anticipated matching contribution would be approximately \$22,000, expected no earlier than 2027, which would be utilized toward design and planning services associated with the study effort. BNSF is providing the largest individual sum of money at \$744,150.00.

The City of Fort Collins would serve as the lead agency responsible for grant administration and project management if awarded. DEA indicated that the Cities of Fort Collins and Loveland have fully committed to participation and matching contributions. Larimer County has expressed preliminary support for participation, while the Town of Wellington has not yet responded to the request.

Town staff believe participation in the study would be beneficial, as it would provide a coordinated regional evaluation of railroad crossing safety, identify potential future infrastructure improvements, and support future opportunities for Quiet Zone applications and related grant funding.

Update/Next Steps:

FRA grant cycles typically last 6-9 months for approval. Town staff would notify board if the grant is approved.

Fiscal Impact and Fund Source:

If the grant application is awarded, Town staff anticipates budgeting approximately \$22,000 in the 2027 budget as the Town of Berthoud's matching contribution toward the railroad crossing study effort. This would be budgeted from the 1998 1% fund or the general fund.

Community Touchstones:

This project supports the Town's commitment to sustainability and resiliency by proactively planning for safer and more efficient railroad crossings, improving regional transportation coordination, and positioning Berthoud for future infrastructure and Quiet Zone improvement opportunities.

Recommended Action(s):

Motion to authorize Town staff to notify David Evans and Associates (DEA) of the Town of Berthoud's intent to participate in the Federal Railroad Administration Railroad Crossing Elimination (RCE) grant application study effort, including a potential matching contribution of approximately \$22,000, no earlier than 2027, if the grant is awarded.



807 Mountain Ave | PO Box 1229 | Berthoud CO 80513 | O: 970-.532.2643 | F: 970.532.0640 | Berthoud.org

Wednesday, May 20, 2026

TO: David Evans & Associates, Inc.
FROM: Town of Berthoud
DATE: 5/20/2026
SUBJECT: Participation in Federal Railroad Administration Railroad Crossing Elimination Grant Study

Dear Mr. Zumwalt,

On behalf of the Town of Berthoud, thank you for the opportunity to participate in the regional Federal Railroad Administration (FRA) Railroad Crossing Elimination (RCE) grant application being coordinated by David Evans and Associates, the City of Fort Collins, the City of Loveland, Larimer County, and BNSF Railway.

The Berthoud Board of Trustees has reviewed the request and supports participation in the proposed study effort. The Town of Berthoud understands that, if the grant is awarded, the Town's anticipated matching contribution would be approximately \$22,000 toward design and planning services associated with the study.

Please consider this letter as confirmation of the Town of Berthoud's intent to participate in the grant application and associated study effort. Town staff look forward to working with your team as the application and project move forward.

Sincerely,

Chris Kirk – Town of Berthoud, Town Administrator

**Berthoud-Wellington Corridor Crossing Study
Preliminary Cost Estimate**

SUMMARY - Per Crossing Estimate

Project Subtotal		\$ 6,765,000
Project Management	10%	\$ 676,500
Total Project Cost		\$ 7,441,500

BNSF Match	10%	\$ 744,150
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	Straight	Proportional	Grade Seps Only
Berthoud Match	\$ 148,830	\$ 22,000	
Loveland Match	\$ 148,830	\$ 210,870	\$ 163,570
Fort Collins Match	\$ 148,830	\$ 311,190	\$ 163,570
Wellington Match	\$ 148,830	\$ 15,840	
County Match	\$ 148,830	\$ 184,250	\$ 163,570
Total	\$ 744,150	\$ 744,150	

County + Wellington/Berthoud Matches	\$ 446,490	\$ 222,090
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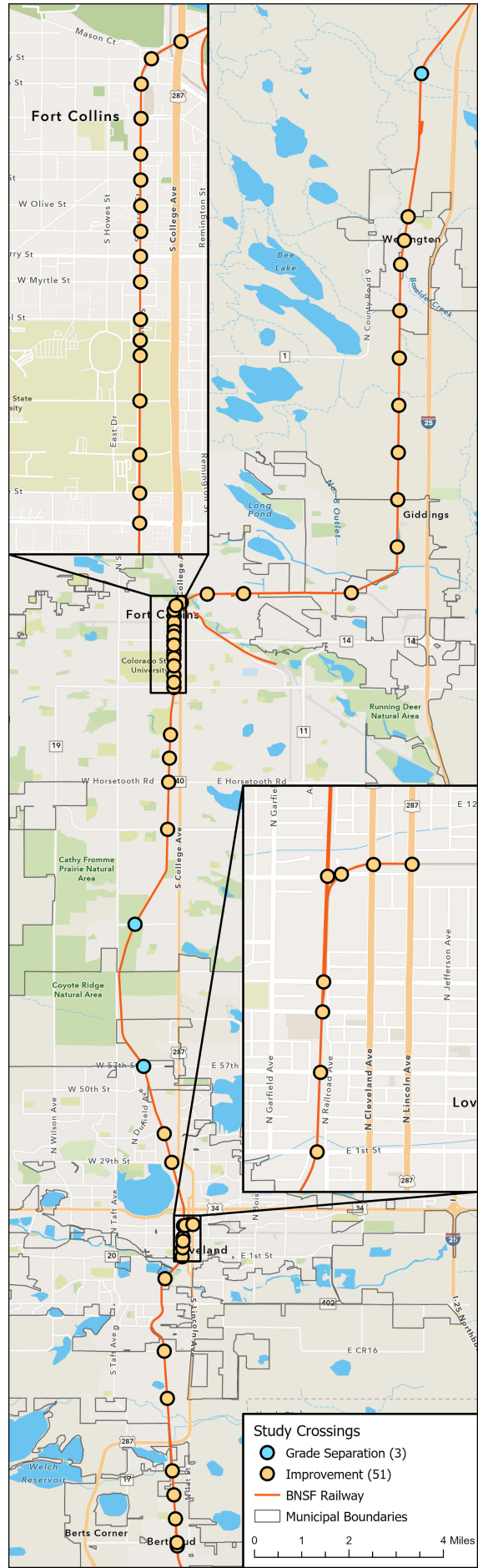
Crossing Improvement Counts

Crossing Group	Berthoud Crossings	Loveland Crossings	Fort Collins Crossings	Wellington Crossings	County Crossings
Berthoud - Loveland	5	1			2
Loveland Downtown		8			
North Loveland		2			
Fort Collins South			4		
Fort Collins CSU			6		
Fort Collins Mason Street			11		
Fort Collins - Wellington			5	4	3
	5	11	26	4	5

Total Count of Crossings for Improvement: 51

Crossing Improvement Costs

Cost Per Crossing	Berthoud Subarea Costs	Loveland Subarea Costs	Fort Collins Subarea Costs	Wellington Subarea Costs	County Subarea Costs
\$ 40,000	\$ 200,000	\$ 40,000	\$ -	\$ -	\$ 80,000
\$ 39,000	\$ -	\$ 312,000	\$ -	\$ -	\$ -
\$ 39,000	\$ -	\$ 78,000	\$ -	\$ -	\$ -
\$ 48,000	\$ -	\$ -	\$ 192,000	\$ -	\$ -
\$ 48,000	\$ -	\$ -	\$ 288,000	\$ -	\$ -
\$ 62,000	\$ -	\$ -	\$ 682,000	\$ -	\$ -
\$ 36,000	\$ -	\$ -	\$ 180,000	\$ 144,000	\$ 108,000
	\$ 200,000	\$ 430,000	\$ 1,342,000	\$ 144,000	\$ 188,000



Board of Trustees Information



Administration Department

Meeting Date:	May 26, 2026
Agenda Title/Subject:	Tree Advisory Committee Presentation Regarding Arboretum
Type of Item:	Regular Item
Purpose:	Informational Presentation
Presented by:	TAC Members: Kathy Mitchell and Paul Buckner

Attachments:

1. TAC - Arboretum Presentation

Background:

The Berthoud Arboretum project was advertised for public bid on March 2, with bids closing on Tuesday, April 7. At the April 14 Board of Trustees meeting, the Board directed staff to postpone funding for the Arboretum until 2030.

The Tree Advisory Committee recommended providing a presentation to the Board of Trustees regarding the benefits and long-term value of the Berthoud Arboretum project. The Board approved this request at the April 21 Board of Trustees meeting. The included presentation was created by Tree Advisory Committee members Richard Kurcab (Chairman), Daniel Buendia (Vice-Chair), Randy Niece (Secretary), Kathy Mitchell, Hannah Daniels, Paul Buckner, and Natalie Peitsmeyer.

Update/Next Steps:

Per the Board request at the May 12, 2026 meeting, an agenda item to discuss the Arboretum project will follow this presentation.

Fiscal Impact and Fund Source:

No Fiscal Impact or Fund Source used

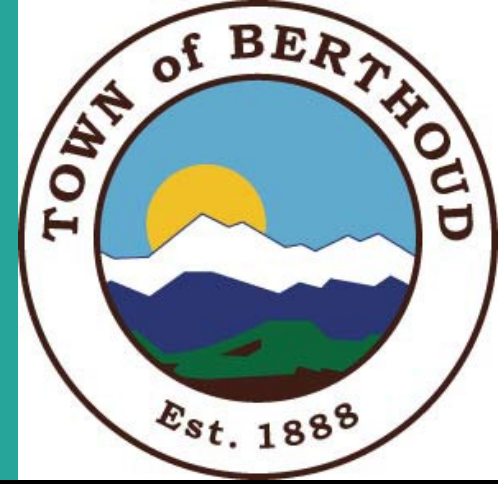
Community Touchstones:

The Berthoud Arboretum project will strengthen community identity by creating a unique public space that reflects the Town's character and natural environment. Through sustainable landscaping, tree preservation, and open space enhancements, the project promotes environmental stewardship, resiliency, and long-term community benefit.

Recommended Action(s):

Informational Presentation by the Tree Advisory Committee

BERTHOUD ARBORETUM



Presenters - Kathy Mitchell
and Paul Buckner



Supporting Tree Advisory Committee (TAC) Members -
Rick Kurcab, Randy Niece, Natalie Peitsmeyer,
Hannah Daniels, Daniel Buendia

WHY IT IS IMPORTANT

- Commercial appeal
- Attract Visitors - regional tourism destination
- Stormwater Management - reduce stormwater runoff
- Waste Utilization - repurposing neglected land
- Educational Opportunities
- Community Pride
- Grows with the Community
- Wildfire Resiliency
- Event Hosting - workshops, plant sales, festivals, weddings, etc.
- Accessibility - year-round trails and vistas for all ages and abilities
- Outdoor Opportunities - improves mental and physical health
- Energy Savings - trees filter air, reduce heat island temperatures by up to 30°F
- Property Values - homes located near green spaces see 5-20% value increase



Bottom Line: Increased health, wellness, and tax revenues

*Facts and statistics taken from documents in the Tree Board University curriculum, part of the Arbor Day Foundation and Tree City USA

FUTURE OPPORTUNITITES

COMMUNITY OUTREACH & EDUCATION

Opportunities to develop formal and informal educational offerings on plant diversity, conservation, horticulture, and tree care. Community hub hosting events, festivals, and cultural activities that bring people together. Collaborative opportunities with DarkSky International and America In Bloom.

ENVIRONMENTAL CONSERVATION

Arboreta can contribute to advancing knowledge, protecting biodiversity, and preparing for a rapidly changing climate.

GRANT OPPORTUNITIES

Over 6,000 foundations maintain \$1.69 trillion assets in botanical gardens and arboreta. Accreditation from ArbNet provides access to international support and opportunities.



FUNDING OPPORTUNITIES

Substantial State and local funding is available to support community forestry, urban canopy expansion, community science, environmental education, community green spaces, wildfire mitigation and land and natural resource conservation.

- Colorado Tree Coalition
- Colorado State Outdoor Recreation Grants
- State of Colorado Natural Resources Matching Grants Program
- Great Outdoors Colorado
- Colorado Parks and Wildlife
- Colorado Garden Foundation through Colorado Gives
- ReForest Colorado Community Grants
- Colorado State Water Conservation Board
- Colorado Statewide Community Tree Support Fund
- Colorado Gives Environmental Education Grants
- Xcel Energy Foundation Environmental Grants
- Colorado Native Plant Society Community Grants
- Colorado Outdoor Equity Grant Program (CPW)
- Colorado Department of Agriculture Grants
- Colorado Horticulture Research & Education Foundation
- Colorado IRA Urban & Community Forestry Grant Program
- Larimer County Small Grants for Community Partnering Program
- Northern Colorado Water Conservancy District

VISUAL IMPACT - Berthoud Gateway Viewshed

Existing

“ The best time to plant a tree was 30 years ago...



Proposed



...the second best time is today” - 20th Century Conservationist

VISUAL IMPACT - High-angle SE viewshed

Existing



Proposed



Board of Trustees Information



Administration Department

Meeting Date:	May 26, 2026
Agenda Title/Subject:	Berthoud Arboretum Discussion
Type of Item:	Regular Item
Purpose:	Board request to reevaluate the Berthoud Arboretum Project
Presented by:	Board of Trustees

Attachments:

None

Background:

The Berthoud Arboretum project was advertised for public bid on March 2, with bids closing on Tuesday, April 7. At the April 14 Board of Trustees meeting, the Board motioned to postpone funding for the arboretum until 2030.

At the May 12 Board of Trustees meeting, the Board agreed to place an agenda item following the Tree Advisory Committee presentation to reevaluate the future direction of the Berthoud Arboretum project.

Update/Next Steps:

To Be Determined by Board of Trustees

Fiscal Impact and Fund Source:

Funding for the Arboretum is postponed until 2030

Community Touchstones:

The Berthoud Arboretum project will strengthen community identity by creating a unique public space that reflects the Town's character and natural environment. Through sustainable landscaping, tree preservation, and open space enhancements, the project promotes environmental stewardship, resiliency, and long-term community benefit.

Recommended Action(s):

To be determined by Board of Trustees

Board of Trustees Information



Administration Department

Meeting Date:	May 26, 2026
Agenda Title/Subject:	Town Branding - Creative Committee Recommendations
Type of Item:	Regular Item
Purpose:	Present the findings and recommendations of the branding creative committee to the Town Board.
Presented by:	Stephanie Horvath

Attachments:

1. Berthoud Branding Presentation

Background:

In the spring of 2025, at the Board's direction, we conducted a brand assessment to establish who we are as a community. With over 1,200 participants, key themes included small-town charm & community spirit, agricultural heritage & scenic beauty, the tension between growth & identity, and praiseworthy parks, trails, and events. With the tagline, the assessment concluded that "the Garden Spot of Colorado is well known, but not well-defined or widely accepted."

Update/Next Steps:

Locality and the creative committee have taken the information from Chandler Thinks' research, as well as feedback acquired at the branding open house, and developed two new logos. Together, they have unanimously agreed on one option as the most fitting to represent our municipality in areas such as town vehicles, apparel, marketing, and other day-to-day uses. The next step will be to discuss the results and direction.

Fiscal Impact and Fund Source:

Funding for this item is already approved and budgeted out of the Community Engagement general fund. This presentation will result in the Town's branding efforts moving forward.

Community Touchstones:

Using the color palette found on the historic grain elevator mural, a refreshed Berthoud logo will reflect the town's **community identity**, history, and character.

Recommended Action(s):

Logo option #1 was unanimously selected by the creative committee for use and is therefore the staff recommendation. Staff is asking the Board for direction to move forward with our rebranding initiatives.

Branding

BERTHOUD

Town Board Meeting

Tuesday, May 26 | 6:30pm

LOCALITY STUDIO
Creatives for Places



WHY?

**RFP:
July 2025**

The Town seeks to develop a refreshed, community-supported brand that:

- Authentically reflects Berthoud's history, values, and aspirations
- Balances growth with preservation of identity
- Differentiates Berthoud from surrounding communities
- Enhances marketing, economic development, and civic pride
- Delivers a clear and usable identity system for town-wide application

Project History

1

ChandlerThinks Brand Assessment



- 1,200+ participants (stakeholder interviews, focus groups, community surveys, outsider perception surveys)
- Digital audit and community tour

2

Locality Studio Branding Berthoud

- Community tour
- Community open house (January 2026) ~55 attendees
- Research Document (past plans, surveys, history, demographics...)
- Brand Strategy Document
- 4 Brand Design Options
- Revisions, final files, Brand Guidelines and Implementation materials

Working Group

Nine Representatives:

- Two Town Board Trustees
- Berthoud Community Library District CEO
- Berthoud Historical Society Museums Manager
- Chamber of Commerce Executive Director
- Designer, Local Business Owner
- Habitat for Humanity Community Engagement Director
- Local Business Owner, Member of the Berthoud Fire Protection District's Board of Directors
- Resident and Member of the Tree Advisory Committee

Involvement:

- Six Meetings (January-May)
- Reviewed engagement findings, Research Document, Brand Strategy, four Brand Designs, and revisions

Key Research Findings



Existing Logo Challenges

- 50% of imagery is sky + sun
- Lack of versatility: text stuck in circle
- Multiple versions out there (imagery and font changes)
- Poor black and white representation (black sun)

Key Research Findings

Open House

Thoughts on current brand

- More feel of garden
- Town of Berthoud should be more dominant
- Outdated
- Simpler, sans-serif font
- Simplify (remove 1888)
- Something other than mountains or nature
- Focus on word Berthoud
- Love the framed mountain views with farm fields, trees, and parks as opposed to buildings

What looks like Berthoud?

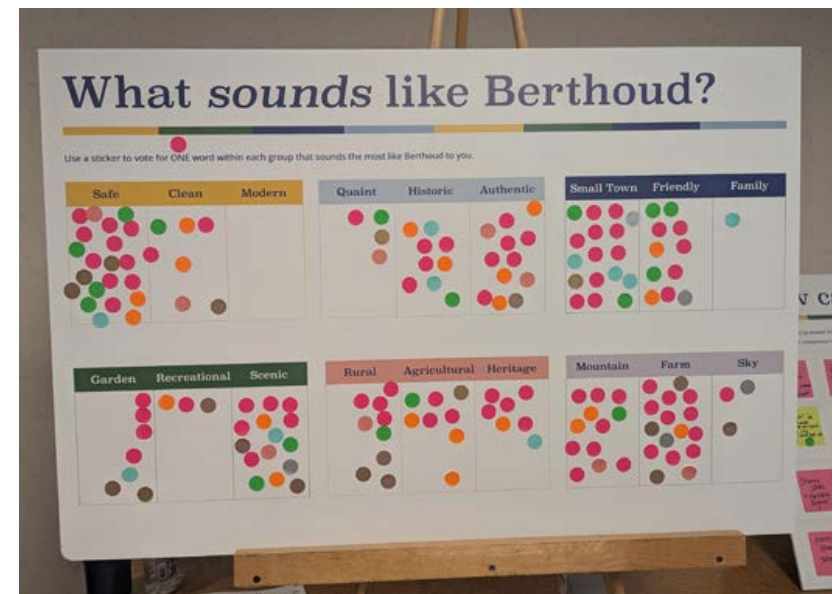
- Grain elevator
- Old town
- Wildlife and views at Berthoud Reservoir
- Parks, farms
- Historic downtown
- Green space
- Small-town community feel
- Mountain view

What sounds like Berthoud?

- Safe and clean
- Authentic and historic
- Small town and friendly
- Scenic and garden
- Rural and agricultural
- Farm and mountain

How can Berthoud stand out?

- More garden feel
- Authentic, handmade
- Quaint and rural
- Starry skies and twinkly lights
- Small-town, personal connection
- Protect open space



Research Findings

Simple is key.

Existing Brand Issues

- Outdated, overly detailed design with inconsistent usage
 - Preference for a simpler, sans-serif approach
- Limited flexibility and poor black-and-white reproduction
- “Berthoud” / “Town of Berthoud” should be more prominent

Community Identity & Perceptions

- Charming, small-town, friendly, and family-oriented
- Safe, clean, authentic, and community-focused
- Historic, agricultural, and rural character
- Strong pride in downtown, local businesses, and events
- Scenic outdoor identity: gardens, open space, farms, trees, parks, wildlife, reservoir, trails, mountain views, and starry skies
- Growth is creating tension with preserving identity and open space

Key Visual & Cultural References

- Historic downtown / old town character
- Grain elevator and agricultural landmarks
- Outdoor scenery and recreation
- Museum, City Star, TPC



Tagline: Use Both

“Where good things grow.”

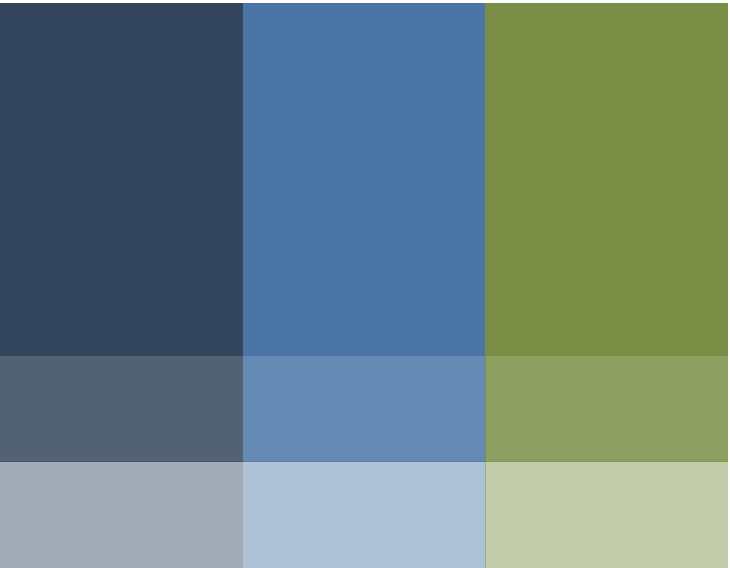
- Use alongside branding as Town sees fit
- Apply to past, current, and future Town ventures

“The Garden Spot”

- Focus on Arboretum, garden parks, garden-themed events and campaigns, history



Color Palette



BRAND 1



BRAND 2



BRAND 1



Primary Logo: Vertical



Primary Logo: Horizontal



One Color



White



With Tagline



With Tagline

BRAND 1



Departmental



Departmental



Color Variations



Where good things grow





Town of Berthoud, CO

8.6K followers · 121 following

The official Facebook page of the Town of Berthoud, Colorado, the "Garden Spot of Colorado."
Government organization

Learn more

All About Reels Photos Followers More

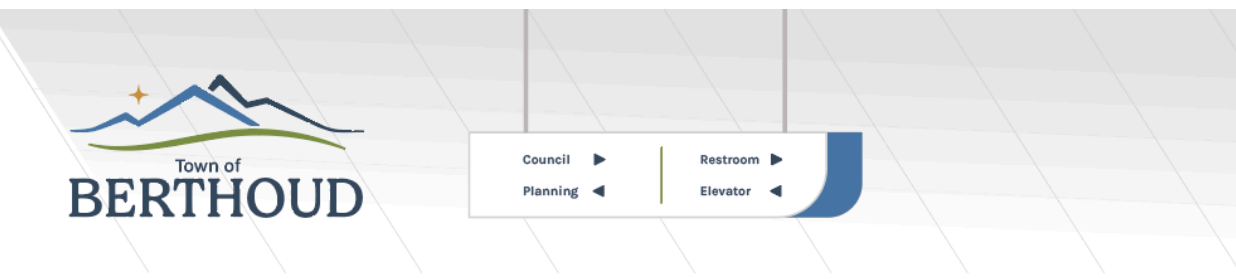
Details

- 84% recommend (31 Reviews)
- Always open
- 807 Mountain Ave., Berthoud, CO, United States, 80513

Featured

Town of Berthoud, CO
April 9, 2024

Do you know where to find useful information if there's an emergency? Here are a few pages that will have...



BRAND 2



Primary Logo: Vertical



Primary Logo: Horizontal



One Color



White



Where good things grow

With Tagline



With Tagline

BRAND 2



Departmental



Departmental



Color Variations



Where good things grow

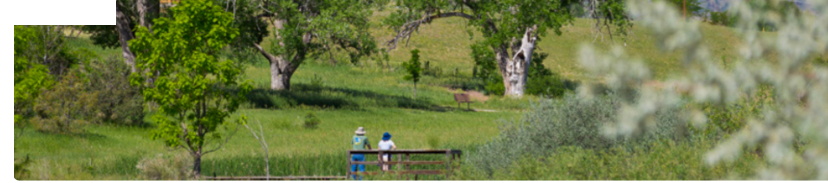




HOW DO I... GOVERNMENT RESIDENTS DEPARTMENTS BUSINESS

WELCOME TO BERTHOUD

GARDEN SPOT OF COLORADO



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Council ►
Planning ◀

Restroom ►
Elevator ◀



CONFERENCE ROOM



TOWN HALL ►
DOWNTOWN ◀
PARKING ◀

P

Berthoud Park ►
Mountain Ave. ◀
TPC Golf Course ►

Town History





Authentic & Historic



Mountain Views



Different from surrounding communities



Accessible



Quaint, small-town, quiet, rural



Natural environment, scenic



Clear, flexible system

