



**Garden
Spot of
Colorado**

**MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, January 27, 2026, 6:30 p.m.**

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

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

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CITIZEN PARTICIPATION
5. SCHEDULED ITEMS AND ESTIMATED TIME FOR DISCUSSION

5.I. 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.

Documents:

MEMO RE CONSENT AGENDA.PDF
A. JANUARY 27, 2026, MEETING AGENDA.PDF
B. JANUARY 13, 2026, MEETING MINUTES.PDF
C. JANUARY 2026 BOARD REPORT.PDF
D. LARIMER COUNTY LAW ENFORCEMENT SERVICES
CONTRACT.PDF
E. APPOINTMENT OF LOCAL LICENSING AUTHORITY MEMBER.PDF
F. VERIZON CELL TOWER LEASE.PDF

5.II. Town Attorney Appointment

Documents:

UPDATED MEMO RE ATTORNEY RFP RESPONSE.PDF
1 TOWN OF BERTHOUD - DIETZE AND DAVIS COVER LETTER.PDF
1 TOWN OF BERTHOUD HPWC RESPONSE.PDF
2 TOWN OF BERTHOUD - DIETZE AND DAVIS RESPONSE TO RFP.PDF
3 TOWN OF BERTHOUD - DIETZE AND DAVIS RESUMES
COMBINED.PDF
LETTER OF ENGAGEMENT HPWC.PDF

5.III. INTRODUCTION: Reenactment Of Certain Portions Of Chapter 14 Regarding Licensing

Ordinance 1376 - An Ordinance of the Town of Berthoud, Colorado, Amending Chapter 14 of the Berthoud Municipal Code with Respect to Contractor's Licensing Requirements, Specifically, Sections 14.9-9, 14.9-8 & Appendix A

Documents:

MEMO RE ORDINANCE 1376.PDF
ORDINANCE 1376.PDF
PRESENTATION - ORDINANCE 1376.PDF

5.IV. Road Improvement Plan Update

Documents:

MEMO RE 2026 ROAD AND SIDEWALK IMPROVEMENTS.PDF
PRESENTATION - 2026 ROAD AND SIDEWALK.PDF

5.V. Newell Farm Update

Documents:

MEMO RE NEWELL FARM CONCEPT UPDATE 1-27-26.PDF
PRESENTATION - NEWELL FARM CONCEPT UPDATE 1-27-2026.PDF

6. ELECTED OFFICIAL REPORTS

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

7. ADJOURN

The order of agenda items listed above is approximate and intended as a guideline for the

Town Board. Individuals needing special accommodation may request assistance by contacting the Town Clerk 807 Mountain Avenue, Berthoud, Colorado 80513, 970-532-2643 at least 24 hours in advance.

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	January 27, 2026
Agenda Title/Subject:	Consent Agenda
Type of Item:	Regular Item
Purpose:	The Consent Agenda contains routine items that can be approved with a single action by the Board.
Presented by:	Christian Samora

ATTACHMENTS:

- a) January 27, 2026, Meeting Agenda
- b) January 13, 2026, Meeting Minutes
- c) January 2026 Board Report
- d) Larimer County Law Enforcement Services Agreement
- e) Appointment of Local Licensing Authority Member
- f) Verizon Cell Tower Lease

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.



BOARD OF TRUSTEES REGULAR MEETING
807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, January 27, 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 Town Board 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) January 27, 2026, Meeting Agenda
 - b) January 13, 2026, Meeting Minutes
 - c) January 2026 Board Report
 - d) Larimer County Law Enforcement Services Agreement
 - e) Appointment of Local Licensing Authority Member
 - 2. Town Attorney Appointment (15 Min)**
 - 3. INTRODUCTION: Reenactment of Certain portions of Chapter 14 Regarding Licensing Ordinance 1376 (15 Min)**

Ordinance 1376 - An Ordinance of the Town of Berthoud, Colorado, Amending Chapter 14 of the Berthoud Municipal Code with Respect to Contractor's Licensing Requirements, Specifically, Sections 14.9-9, 14.9-8 & Appendix A
 - 4. Road Improvement Plan Update (45 Min)**
 - 5. Newell Farm Update (45 Min)**
- VI. ELECTED OFFICIAL REPORTS (20 Min)**
 1. Town Board – Tim Hardy, May Albrecht, Sean Murphy, Karl Ayers, Brett Wing, and Mark Brodie
 2. Mayor – William Karspeck
 3. Staff – Town Administrator, Attorney
- VII. ADJOURN**

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

January 27, 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.



**Garden
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**MEETING MINUTES OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, January 13, 2026, 6:30 p.m.**

1/13/2026 - Minutes

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Mayor Karspeck led the Pledge of Allegiance.

3. ROLL CALL

The following Board members were present:

May Albrecht, Trustee
Karl Ayers, Trustee
Mark Brodie, Trustee
Tim Hardy, Trustee
Brett Wing, Trustee
Will Karspeck, Mayor

The following Board members were absent:

Sean Murphy, Mayor Pro-Tem

The following staff members were present:

Erin Smith, Town Attorney
Chris Kirk, Town Administrator
Christian Samora, Town Clerk
Lexi Dovel, Deputy Town Clerk
Sergeant Williamson, Larimer County Sheriff
Tawn Hillenbrand, Planning Manager
Jeremy Olinger, Deputy Town Administrator
Keith Knoll, Public Works Operational Manager
Anne Johnson, Community Development Director

4. CITIZEN PARTICIPATION

Cecilia Bessette spoke regarding traffic speeds in the alley near her house.

Nancy Lamb spoke regarding sidewalks at 287 and Berthoud Parkway.

Leslie Tassi spoke regarding the use of Flock Safety cameras by law enforcement.

5. SCHEDULED ITEMS AND ESTIMATED TIME FOR DISCUSSION

5.I. Consent Agenda

Items:

- a) January 13, 2026, Meeting Agenda
- b) December 9, 2025, Meeting Minutes
- c) November 2025 Financial Information
- d) December 2025 Board Report
- e) Designation of Official Posting Places of Public Meetings - Resolution 2026-01
- f) Third Amendment to Town Administrator Contract
- g) Comprehensive Plan Update and 2026 Outlook
- h) Housing Diversity Plan Update and 2026 Outlook
- i) Public Art Master Plan Consultant Selection
- j) Update of Branding Initiative Request for Committee Members

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

5.II. Referendum Petition - Ordinance 1363

Attorney Smith provided information on the Referendum Petition for Ordinance 1363.

Planning Manager, Tawn Hillenbrand, provided additional information.

Mayor Karspeck opened the item to public comment.

Bridget Guccione and Mina Cox spoke during public comment.

Johnny Beltran spoke regarding theft and safety concerns at his home, unrelated to the referendum petition.

Trustee Wing moved to adopt Resolution 2026-02, a Resolution referring Ordinance no. 1363 to a vote of the registered electors of the Town of Berthoud at an election to be held April 7, 2026 and setting the ballot title. Trustee Brodie seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.III. Referendum Petition - Ordinance 1364

Attorney Smith provided information on the Referendum Petition for Ordinance 1364.

Mayor Karspeck opened the item to public comment.

No one spoke during public comment.

Trustee Wing moved to reconsider and rescind Ordinance 1364, and to direct the Town Clerk to so notate the rescission accordingly in the book of ordinances. Trustee Brodie seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.IV. Initiative Petition - Initiated Ordinance

Attorney Smith provided information on the Initiative Petition.

Mayor Karspeck opened the item to public comment.

Bridget Guccione spoke during public comment.

Trustee Wing moved to adopt Resolution 2026-04, a Resolution referring an Initiated Ordinance requiring amending the land development ordinances and guidelines of the Town of Berthoud, Colorado to a vote of the registered electors of the Town of Berthoud at an election to be held April 7, 2026 and setting the ballot title. Trustee Albrecht seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.V. Richardson Park Project Aquatics Phasing Update

Deputy Town Administrator, Jeremy Olinger, gave a presentation on the Richardson Park Project Aquatics design.

Mayor Karspeck opened the item to public comment.
Bill Hindman and Casey Huff spoke during public comment.

The Board provided feedback to staff on the design and direction to solicit proposals from contractors for construction of the park.

5.VI. Berthoud Arboretum At Waggener Farm Park Final Design

Public Works Operational Manager, Keith Knoll, gave a presentation on the Berthoud Arboretum at Waggener Farm Park final design.

Mayor Karspeck opened the item to public comment.
John Goreski, Jane Vielehr, Peggy Malchow Sass, Meredith Nord Neitenbach, and Milan Karspeck spoke during public comment.

Trustee Wing moved to provide staff with direction to go to bid for contractors for the Arboretum project. Trustee Hardy seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.VII. Mountain Avenue Development Height Restrictions

Community Development Director, Anne Johnson, gave a presentation on Mountain Avenue development height restrictions.

Mayor Karspeck opened the item to public comment.
Jessica Higgins, John Goreski, and Dave Melanson spoke during public comment.

Mina Cox spoke regarding the Initiative Petition agenda item.

5.VIII. Thompson School District Land Acquisition

Deputy Town Administrator, Jeremy Olinger, gave a presentation on the potential Thompson School District land acquisition.

6. ELECTED OFFICIAL REPORTS

Trustee Wing:

Wing discussed some of the locations shown on the geo-tour during the Mountain Ave height restriction item. Wing complimented the rest of the Board on how they communicate and make decisions.

Trustee Hardy:

Hardy provided an update on Berthoud Main Street and noted an upcoming meeting this Sunday. Hardy reported on Historic Preservation Advisory Committee discussions regarding downtown renovations.

Trustee Brodie:

Brodie reported that he will be providing breakfast to some of the Town staff departments.

Trustee Ayers:

Ayers reported on PORT Committee discussions regarding Richardson Park, the Arboretum, and Newell Farm Park. Ayers inquired about Bike Park signage and striping.

Trustee Albrecht:

Albrecht reported on Youth Advisory participation at the upcoming National League of Cities in Washington DC. Albrecht complimented the Board and staff on their professionalism and discussed lighting in downtown.

Mayor Karspeck:

Karspeck discussed lighting in downtown, board and committee handbooks, and trees in the Hammond neighborhood. Karspeck reported on an upcoming meeting with a Boulder Commissioner regarding a corridor study and safety improvements on 287. Karspeck noted the upcoming Winter Party for Town Staff and Trustees.

Administrator Kirk:

Kirk reported on the Open House on Wednesday, January 21st, and the Steering Committee for the Branding Assessment and on upcoming interviews for the Town Attorney position.

Attorney Smith:

Smith reported on Fair Campaign Practices Act restrictions in regard to the ballot questions.

7. EXECUTIVE SESSION

Trustee Wing 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. And the following details are provided: Thompson School District Land Acquisition. Trustee Ayers seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

8. ADJOURN

The meeting was adjourned at 11:10 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

Berthoud Board Update

January 2026



FEBRUARY EVENTS

FEBRUARY 6TH: ADULT NEON DODGEBALL TOURNAMENT **Berthoud Recreation Center** **6:00 PM**

Get ready for a night of high-energy fun and friendly competition at the Berthoud Recreation Center, featuring glowing lights and an electrifying atmosphere that will make you feel like you're playing dodgeball in another galaxy!

[Register Here.](#)

FEBRUARY 7TH: COSMIC PICKLEBALL PARTY

Berthoud Recreation Center
6:00 PM

Dress in your best neon gear and hit the courts with blacklights, neon stripes, glowing nets, and balls. Plus, we'll be spinning 90s beats so you can dance and play pickleball all night long!

[Register Here.](#)

PROJECTS

Submitted By Daniel Buendia, Project Engineer and
Keith Knoll, Public Works Manager

In December, Public Works continued working on the Heron Pointe and Waggener Farm Park drainage improvements, nearing completion of the project. The Town of Berthoud was selected as a panelist for the Colorado Contractors Association to notify and encourage local contractors to get involved with the very exciting projects on the horizon. Work began for the pickleball court at Pioneer Park and issues with the fire pit at Town Park were addressed. Design work was done on various park projects, including Jaskowski, Newell, and Mountain Vista Park.



The drainage channel was added at Heron Pointe. The Water department quickly responded to requests to locate important infrastructure.



Preliminary earthworks were completed at Pioneer Park North as well as some plumbing modifications. This was done in preparation for the new pickleball court.



100% Construction documents were received for the Arboretum. The documents still need further review before bid tabs are generated.



FORESTRY / OPEN SPACE

Submitted By Paul Furnas, Town Forester

December was a very productive month for the Forestry and Open Space departments. A snowstorm early in month brought the crews together for snow removal efforts. After the snow melted and nicer weather returned, crews helped put lights on the large trees in Fickel Park for A Very Merry Berthoud and installed the planter pot decorations along Main Street. With help from the Open Space crew, Forestry cleaned up and limbed trees along the Neilson Trail. Both crews removed dead and invasive trees at the Jackowski's property. Both crews installed mulch in smaller beds around the Berthoud Recreation Center parking lot. With warm weather dominating the end of the month, Forestry fired up their watering equipment to give the new trees and shrubs a much-needed drink.



Forestry and Open Space staff worked with the contractor putting lights up in Fickel Park.



Both crews worked to remove snow at Town properties.



Winter decorations were added on Main Street.



Crews removed a dead tree at the Sonoco building.





Forestry and Open Space staff responded to clean up a large branch that had fallen during a windstorm.



Trees along the Neilson Trail had their branches raised up just a bit to allow for Open Space staff to more efficiently clear weeds and sprouts that start growing underneath.



Mulch was added at Waggener Farm Park.



Winter watering.



STREETS DEPARTMENT

Submitted By Brandon Keegan, Streets Supervisor

In December, the Streets crew continued street sweeping the remaining leaves and completed a wide range of maintenance items. Crews jetted the Robert's Lake outlet and the culvert pipe under Welch Avenue. They also cleaned sediment from storm drain basins throughout town.



Streets crew assisted neighborhoods across town by clearing fallen trees and branches caused by recent high winds.



Streets crew jetting a culvert pipe under Welch Ave.



Cleaning out sediment from the storm drain basin on Franklin Ave.



Cemetery and Streets staff worked together to dig a new grave at Greenlawn cemetery.





Streets crew installing delineation along the bridge on County Road 10E for pedestrian safety.



Colorado Barricade removed the existing double yellow center line on County Road 10E to allow for the rerouting of the drive lanes due to the installation of the delineators on the bridge.



Road base was added to the inside edge of the roadway on County Road 11/42 to help motorists who might drive off the edge to reduce the risk of losing control of their vehicle.



RECREATION

Submitted By Amanda Gustafson, Director of Recreation | Cultural Services

Operations, Memberships & Marketing

During December, the Operations team focused on supporting facility readiness, customer service, and special event execution during a high-traffic holiday period. Staff updated schedules, resolved system issues, and supported multiple community events, including the Winter Craft Fair and A Very Merry Berthoud. The team advanced contract renewals by bidding out vendors that did not meet performance standards, including HVAC and security systems. Marketing focused on promoting events and programs such as A Very Merry Berthoud, Winter Craft Fair, Holidaycation, Splash & Glow, New Year Fitness Frenzy, and youth and adult sports leagues.

Sports & Programs

December was a quieter month for active sports programming. The 1st/2nd grade Basketball and Futsal programs concluded early, allowing staff to focus on program evaluation, organization, communication improvements, and website updates. The 1st/2nd grade basketball season wrapped up with 13 teams and marked the first year that trained attendants serves as referees. End-of-season survey feedback was overwhelmingly positive. Futsal continued to show strong growth, reinforcing plans to transition the program into a league model next year.



The Junior Nuggets program hosted an Inservice for the facilities that they partner with. This was a great opportunity for Recreation leadership to see what the Denver Nuggets Basketball Academy and the Junior Nuggets offer.

Active Adults (50+)



The Active Adult offerings at the Recreation Center continued to foster strong social connections and engagement among participants. A highlight of December was the Holiday Potluck, which provided seniors an opportunity to gather in a welcoming setting, enjoy each other's company, and share food in celebration of the season. Drop-in games experienced a higher-than-usual attendance, creating a lively and social atmosphere that encouraged friendly competition.



Aquatics



Due to holiday breaks and increased youth attendance, December was a busy month for aquatics. Staffing improved as newly certified lifeguards and returning students provided additional coverage. Staff attended a town-wide lockout/tagout training session with Colorado Intergovernmental Risk Sharing Agency to strengthen safety procedures. The lap pool supported community partners throughout the month, including multiple Swift Water Rescue training sessions and Boy Scout swimming and survival badge testing.



Maintenance

Maintenance efforts in December centered on facility safety, preventative maintenance, and post-event restoration. Staff assembled and installed holiday decorations, assisted with setup and teardown for major events, and reset facility spaces after high traffic activities. Maintenance staff continued to address facility issues and ensured the Recreation Center was safe, accessible, and operational for everyone.



A Very Merry Berthoud photo booth items.



COMMUNITY DEVELOPMENT

Submitted By Anne Johnson, Planning Director

Building Division data for December 2025



New Residential
December 2025: 12
Year to Date: 148



New Commercial
December 2025: 1
Year to Date: 22



Total Number of Permits
December 2025: 23



Total Valuation
\$15,082,199.09 -December



Engineering

Construction Site Inspections: 69
MS4 Inspections: 12
ROW Permits Processed: 8

Planning



Public Assistance
Emails : 4,449
Phone calls : 52
Site Visits : 2



Pre-Application meetings : 2
Public Hearings/Applications presented: 5
Codes/Comp Plan Action Items in-process: 12
Applications in Process: 34



PARKS / CEMETERY

Submitted By Sami Kouns, Parks Supervisor

Parks/Cemetery

The month of December was an unconventionally busy month for the Parks and Cemetery departments. With the majority of December remaining sunny and warm, the teams found unique things to work on that benefitted the public and made the behind-the-scenes of their work much easier in the long run.



Parks and Cemetery staff worked alongside Forestry and Open Space staff to complete snow removal after the first snowstorm of the season.



Parks and Cemetery staff set up decorations for A Very Merry Berthoud, which took place in early December.



The Parks and Cemetery staff worked together to deep clean and organize the entire Parks shop building. Every item was sorted through and organized to generate as much open space and as little clutter as possible. The cemetery shop was also organized.





The trees and bushes at Greenlawn Cemetery were groomed to keep them healthy, growing, and out of the way of mowers and other equipment.

To prepare for precipitation from rain or snow and the upcoming busy season of park use, staff drilled additional holes in trashcans to allow for proper drainage.



Crews releveled sod in areas that needed irrigation repairs.



WATER / WASTEWATER

Submitted By Marie Mitchell, Administrative Tech Water

Development Review

Water Utilities is actively working to improve coordination with Larimer County for development and permitting outside of town limits. This includes aligning Water Utility's requirements with Building Department workflows by refining intake and review procedures to ensure all items are captured early and consistently.

Project Engineering

Town staff have completed a Supervisory Control and Data Acquisition (SCADA) Master Plan prepared by Applied Control Engineering. SCADA is the computer system that monitors and controls the Town's water and wastewater facilities. The study found that the SCADA systems at the Water Treatment Plant and Wastewater Reclamation Facility are operational but rely on aging equipment.

Proposed improvements will be reviewed and presented to the Board. The plan recommends a phased approach: focus on system stability, cyber security, documentation, and replace outdated equipment and then address redundancy, standardization of equipment, and gradual integration of remote facilities.

Operational Work



Water staff cleaned a Pressure-Reducing Valve (PRV). This piece of infrastructure reduces high water pressure to a safe level.



Crews used a push camera to inspect sewer lines on North 2nd Ave. and confirmed the location and condition of manholes.





A new water meter and curb stop valve were installed at 353 Michigan Avenue to improve service reliability.

Water Treatment Plant (Ramey Environmental Compliance (REC))

In December, the Town of Berthoud Water Treatment Plant continued to operate in full compliance with state drinking water regulations. Monthly sampling was conducted and coordinated with a certified laboratory to ensure timely testing and reporting. Staff continued to perform necessary work and corrected several mechanical issues without disrupting service. In preparation for the State's upcoming sanitary survey facility cleaning and appearance improvements were completed.



REC Operator performing the PAC Pump repair.



REC Operators performed the PAC Mixer repair.



ADMINISTRATION

Submitted By Christian Samora, Town Clerk

Passport Applications

132 – Fourth Quarter
865- Total 2025
917 – Prior Year

Court Dockets

61 - Fourth Quarter
259 -Total 2025
224 – Prior Year

Neighborhood Services

Code Violations
236 - Fourth Quarter
662 - Total 2025
675 – Prior Year

Open Records Requests

45 - Fourth Quarter
172 - Total 2025
226 – Prior Year

IT Support Tickets

135 - Fourth Quarter
669 - Total 2025
686 – Prior Year



ADMINISTRATION

Submitted By Chris Kirk, Town Administrator

Even with the holiday time off, December was a busy and productive month for staff. Incredible work was already outlined in the Report but here are a few more updates related to ongoing projects.

Staff met with representatives from Timnath and Windsor to learn more about their Citizen Academies. Berthoud could benefit from holding a Citizen Academy by increasing awareness understanding of Town processes and services, engaging with highly motivated and participatory citizens, and developing individuals who may be interested in serving in future committee or board roles. Staff will bring a plan to the Board for consideration in March.

Staff continued due diligence work on the acquisition of a portion of the Wilson Farm on the Little Thompson River, south of the Heritage Ridge. Closing is still currently scheduled in April 2026.

The development of an Open Space summit continues, with PORT committee feedback, and partner feedback currently targeting a date in March 2026. The goal is to host an open house/workshop style meeting that is open to anyone in the community, but with special invites to landowners in priority conservation areas. The Town, and its partners (like Larimer County Open Lands and Colorado Open Lands, among others) will share information about the Town's Open Space Master Plan, ongoing conservation efforts, and what resources are available to landowners.

The scope and schedule for the development of an Economic Resiliency Plan was drafted, with work expected to begin in February 2026. The planning process will be led by Town staff and will include data analysis, focus groups with businesses and other stakeholders, surveys, and open house style meeting. The goal is to create a practical, implementable plan that identifies strategies to enhance Berthoud's long-term economic stability, adaptability, and competitiveness in the region.

Staff completed a first draft of a formal Town Board onboarding process to be presented to the Trustees for consideration in February 2026.



BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	January 27, 2026
Agenda Title/Subject:	Municipal Law Enforcement Services
Type of Item:	Regular Item
Purpose:	To approve the Law Enforcement Services Agreement between the Town of Berthoud and Larimer County
Presented by:	Chris Kirk, Town Administrator

ATTACHMENTS:

- Municipal Law Enforcement Services Agreement by and between Larimer County, Colorado and the Town of Berthoud, Colorado

BACKGROUND:

The Larimer County Sheriff has provided excellent law enforcement services to the Town of Berthoud for many years. To continue these services, a new agreement needs to be approved. The agreement, attached to this memo, represents the same scope of services as the prior agreement. The term of this agreement begins on January 1, 2026 and continues indefinitely, unless sooner terminated or extended as provided for in the agreement.

FISCAL IMPACT:

The Town Board has already approved the law enforcement budget for fiscal year 2026, as well as the Statement of Work and Budget Agreement for 2026 that is attached to this agreement as Attachment A.

RECOMMENDATION:

APPROVE THE MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN LARIMER COUNTY, COLORADO, AND THE TOWN OF BERTHOUD, COLORADO

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
 BY AND BETWEEN
 LARIMER COUNTY, COLORADO AND THE TOWN OF BERTHOUD, COLORADO**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
LARIMER COUNTY, COLORADO AND THE TOWN OF BERTHOUD, COLORADO**

THIS AGREEMENT, is made and entered effective the 1st day of January 2026, between the Town of Berthoud, Colorado, a municipal corporation (the "Town"); and the Board of County Commissioners of the County of Larimer, Colorado through the Larimer County Sheriff (the "County").

WITNESSETH:

WHEREAS, the Town is desirous of contracting with the County for the performance of law enforcement services through the Larimer County Sheriff's Office (hereinafter referred to as "Sheriff" or "Sheriff's Office"); and

WHEREAS, the County is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and

WHEREAS, such law enforcement services agreements are authorized and provided for by the provisions of Colorado Revised Statutes §29-1-203 and §30-11-410.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, through the Sheriff, to provide general law enforcement services within the corporate limits of the Town to the extent and in the manner hereinafter set forth in this Agreement. Annually, the Sheriff and Town will negotiate the budget, which sets forth the level of services provided and the associated costs (See section 2 for details).
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall be the basic level of services which are provided for unincorporated areas of Larimer County.

- 1.3 **Contracted Law Enforcement Services** - General law enforcement services performed hereunder may include, if requested by the Town and included on the annual Statement of Work and Budget Agreement (See Section 2): supplemental sworn officer support, supplemental security support, and supplemental professional civilian support staff.
- 1.4 **Training & Equipment** - The Sheriff will provide equipment, training, uniforms, vehicles, and supplies for deputies provided hereunder, on the same basis as the Sheriff provides to deputies assigned outside of the Town, adequate to provide the services agreed to hereunder.
- 1.5 **Police Records Management** - The Sheriff shall maintain in the Sheriff's records system, and in accordance with the Sheriff's applicable records retention policies, records relating to criminal complaints, arrests, and other official law enforcement actions taken by the Sheriff under this Agreement. During and after termination of this Agreement, the Town shall have continuous access to the Sheriff's records for all information pertaining to any entry made by the Sheriff on behalf of the Town under this Agreement, which access shall be granted at no charge and for legitimate Town law enforcement purposes.
- 1.6 **Dispatch Services** - The Sheriff shall provide law enforcement dispatching services necessary to maintain the services set forth in this Agreement. Other dispatching services may be provided to the town at a rate determined through a negotiation process between the Town and the Sheriff and documented in the annual Statement of Work and Budget Agreement. This process determines the Town's share of payment for communications services using the same formula for determining payment for communications services which is applied to the other government entities.
- 1.7 **Evidence Storage and Processing** – The Sheriff shall provide for the storage, processing, disposition and management of standard evidence collected on behalf of the Town as necessary to maintain the services set forth in this Agreement, except in situations involving hazardous material or other special circumstances outlined in Section 2.8 below.
- 1.8 **Monthly Reports** - The Sheriff shall provide a monthly written report to the Town Administrator detailing law enforcement and public service activities provided

under this Agreement. Said report is to be submitted to the Town prior to the 15th of the following month. Said report shall include the number of hours of patrol time spent within the corporate limits of the Town by deputies assigned to the Town; a detailed record of time spent by additional deputies within the corporate limits of the Town will be reported in a separate sheet; and the number and type of incidents handled within the corporate limits.

2.0 STAFFING AND SERVICE LEVELS

- 2.1 The personnel, resources, and services performed hereunder and specifically requested by the Town shall be developed in conjunction with the Sheriff and indicated on the annual Statement of Work and Budget Agreement, attached hereto as Attachment A and incorporated herein by this reference.
- 2.2 A new Statement of Work and Budget Agreement for the ensuing calendar year shall be authorized and signed annually by the Town and the Sheriff or his designee by December 15th, and attached hereto as an Amendment to this Agreement.
- 2.3 Should the Town request a change in level of service other than pursuant to the annual readjustment, an additional Statement of Work and Budget Agreement shall be signed and authorized by the Town and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 2.4 The most recent dated and signed Statement of Work and Budget Agreement attached to this Agreement shall be the staffing level in effect between the Sheriff and the Town.
- 2.5 The Town may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in an amended Statement of Work and Budget Agreement under the procedures set forth in Sections 2.2 and 2.3 above.
- 2.6 **Supervisor Position** – If sworn deputies are included on the Statement of Work and Budget Agreement, it will include at least one deputy, of the rank of Sergeant or higher, to be responsible for the supervision of deputies assigned to the Town. The Supervisor appointed by the Sheriff shall be subject to the approval and ongoing consent of the Town, which consent shall not be unreasonably withheld. It is the intent of the parties that consistency, continuity, and experience of service to

the Town are important elements of the Supervisor position. It shall be understood by the Town that this assignment is to be a three-year appointment by the Sheriff, with the option of one-year extensions, which extensions shall be at the discretion of the Sheriff.

- 2.7 **Other Deputies** - Selection of the Sheriff's deputies to be assigned to the Town under this Agreement will be made by the Sheriff with the ongoing consent of the Town, which consent shall not be unreasonably withheld. Deputies assigned to the Town will be required to serve a minimum of one (1) year in the position unless circumstances prevent it. The Sheriff will ensure that deputies assigned to the Town of Berthoud through this Agreement will spend the majority of their time in the Town of Berthoud. When the Sheriff is unable to staff a deputy in the Town during the normal contracted hours (as set forth in Attachment A) due to vacations, training, or other circumstances, calls for service in the Town will be handled by normal Sheriff's patrol as provided for unincorporated areas of Larimer County.
- 2.8 **Overtime/Extraordinary Investigations** - It is not intended that overtime expenses above the amount budgeted will be assessed for deputies assigned to the Town, however, the parties recognize that extraordinary criminal investigation scenarios may arise that will require unanticipated levels of service which will require unforeseen resources. In cases of an extraordinary criminal investigation, the Town and Sheriff will meet to discuss cost sharing of overtime expenses, forensic examination expenses, expert analysis expenses and other expenses incurred that are specific to that investigation. The Sheriff determines when an investigation becomes an extraordinary criminal investigation and notifies the Town Administrator of said determination.
- 2.9 **Special Event Staffing** – When the Town requires additional staffing for special events, beyond what the contract deputies can supply, the Sheriff will work with the Town to provide extra staffing. Volunteers, such as Reserve Deputies, Posse, and Explorers may be used, when available and appropriate, to supplement staffing. If extra-duty deputies are requested, the Town will be financially responsible for compensating the County for the hours worked by these deputies at the contractual extra-duty rate charged by the Sheriff's Office.
- 2.10 **Call Response/Other Jurisdictions.** The deputies assigned to the Town are

responsible for call response and routine patrol inside the Town during their scheduled work hours. In order to minimize unnecessary duplication of law enforcement services, the Parties agree that deputies assigned to the Town may from time to time respond to other adjacent jurisdictions, including unincorporated Larimer County, as needed. The deputy will be returned to the Town patrol area as soon as possible in these instances. Similarly, Sheriff's personnel assigned elsewhere may from time to time be used for law enforcement services within the Town.

3.0 ADMINISTRATION OF PERSONNEL

- 3.1 The Sheriff shall be responsible for personnel administration of Sheriff's Office employees.
- 3.2 The rendition of the services performed by the Sheriff's Office, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 3.3 Any complaints of violation of law or policy by Sheriff's deputies assigned to the Town shall be made by the Town or other complaining person in writing, directed to the Sheriff and in compliance with the Sheriff's policy and procedure for Internal Affairs investigations. Pursuant to that policy, the Sheriff or his designee, shall inform the Town in writing when any such complaint is received, including the name of the deputy complained against and the nature of the complaint. The Sheriff, or his designee, shall also notify the Town that the issue has been addressed after the Sheriff's internal investigation has been completed.
- 3.4 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Town shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the Town.
- 3.5 With regard to Sections 3.3 and 3.4 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 3.6 All Town employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of the Town and shall not have any claim

or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Town employee as such shall become an employee of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the Town and the County.

- 3.7 The Parties agree that the relationship of the Sheriff to the Town under this Agreement is that of an independent contractor. In this capacity, and for the sole purpose of providing the services contracted for hereunder, the Sheriff may be considered to be an agent of the Town; for all other purposes, however, the Sheriff and his deputies provided under this Agreement shall be considered to be officials or employees of Larimer County and not employees of the Town. All other persons who are employed by or acting as agents of the Town shall be considered to be employees or agents of the Town and not of the Sheriff. No person who is not a deputy of, employed by, or expressly commanded by, the Sheriff in the course of providing law enforcement services hereunder shall be considered to be an agent or employee of the Sheriff for any purpose.
- 3.8 The Town shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for said Town.
- 3.9 The Town shall not be liable for workers' compensation or unemployment insurance for any of the Sheriff's employees for injuries or sickness arising out of their employment by the Sheriff. The County shall, to the extent of County insurance, cover such liabilities, and provide any required workers' compensation insurance program and unemployment insurance coverage for Sheriff's employee.
- 3.10 Municipal and County Court - Sheriff's deputies making arrests or issuing summonses to violators for appearance in court shall appear at the appointed time and date to give all evidence and testimony required by the court. Sheriff's deputies failing to comply with this requirement may be subject to disciplinary action by the Sheriff. Deputies assigned to the Town will not act as court recorders and are not held responsible for scheduling or monitoring of community service sentenced by the court. An assigned deputy will act as the court bailiff if the Town does not have a bailiff.

4.0 RESOURCES TO BE PROVIDED BY THE TOWN

- 4.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the Town may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Office substation within the Town which would not normally be provided by the Sheriff, the Town shall furnish at its own cost and expense all necessary office space, including: phone lines and data lines adequate for access to the Sheriff's computer network, light, water, and other utilities. The Town agrees to maintain liability insurance on the building as set forth in Section 5.2 of this Agreement.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said Town, such local office or building may be used by the Sheriff in connection with the performance of his duties in territory outside of the Town, provided, however, that the performance of such outside duties shall not be at any additional cost to the Town.
- 4.5 It is agreed that the County shall furnish and supply all labor, supervision, equipment communications facilities for dispatching, cost of jail detention (of any person for five (5) days or less)^a and transport (for thirty (30) miles or less one way)^b, and all supplies necessary to maintain the services to be rendered.
- 4.6 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said Town, the same shall be supplied by the Town at its own cost and expense.

^a If any person is sentenced to detention by the Berthoud Municipal Court for more than five (5) days, other than at the request or consent of the County, Berthoud shall be obligated for any period of incarceration over five (5) days at the lower of the normal daily rate charged for Municipal incarceration to the City of Fort Collins or the City of Loveland.

^b If any person is transported by order of the Berthoud Municipal Court for more than thirty (30) miles, one way, other than at the request or consent of the County, Berthoud shall be obligated for per mile transport costs over thirty (30) miles one way at the lower of the normal mileage charges billed to the City of Fort Collins or the City of Loveland.

- 4.7 The Town will continue to contract with the Larimer Humane Society, or other service provider, for the storage, care and management of animals taken into custody on behalf of the Town.

5.0 LIABILITY

- 5.1 Governmental Immunity/Insurance. Larimer County and the Town are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* as amended (the "Act"). Larimer County shall at all times during the terms of this Agreement, maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The County is authorized under C.R.S. § 24-10-115 (2)(a) to self-insure, and, pursuant to such authorization does so self-insure.
- 5.2 The Town agrees to obtain commercial liability insurance adequate to cover liability associated with substation premises in the Town, owned or controlled by the Town and used by the Sheriff under this Agreement. The insurance policy shall have minimum limits which match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended, and shall name Larimer County as an additional insured.
- 5.3 The Town further agrees to cooperate fully in the defense of all claims arising from incidents where the Sheriff or any of the deputies subject to this Agreement, was acting on behalf of the Town under the authority of this Agreement. Larimer County agrees to cooperate with the legal counsel retained under the insurance policy for claims subject to this paragraph.
- 5.4 Larimer County shall provide the Town with proof of self-insurance showing Larimer County's coverage for comprehensive general liability, police professional liability, auto liability, and workers compensation, and will provide timely updates of any changes in the County's insurance program.
- 5.5 No term or condition of this Agreement shall be construed or interpreted as a waiver of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to all parties under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as currently written or hereafter amended or implemented.

5.6 Pursuant to Colorado Constitution Article XI, §1 and 2, and Article X, §20, the County and Town are each prohibited from indemnifying or holding harmless another entity or person. No provision of this Agreement is intended nor shall be construed as an agreement by the County or the Town to assume liability for or hold harmless any other entity or person.

6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall be from January 1, 2026 to indefinitely, unless sooner terminated or extended as provided for herein.

6.2 The Level of Service and Budget Agreement (Attachment A) will be updated annually as set forth in Section 2.0 of this agreement.

7.0 RIGHT OF TERMINATION

7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) days before the date specified for such termination.

7.2 Notwithstanding any provision herein to the contrary, the Town may terminate this Agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the Town's notice to the County.

7.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The Town shall pay the County for the services provided under the terms of this Agreement at the rates set forth in the Statement of Work and Budget Agreement (Attachment A).
- 8.2 The rates set forth in the Statement of Work and Budget Agreement (Attachment A) shall be readjusted agreed upon by the County and Town annually effective January 1 of each year, and attached hereto as an Amendment to this Agreement.
- 8.3 The Town shall be billed based on the service level provided within the parameters of the Statement of Work and Budget Agreement (Attachment A).
- 8.4 The cost of other services requested pursuant to Section 2.5, 2.8, or 2.9 of this Agreement and not set forth in Attachment A shall be billed at the contractual extra-duty rate charged by the Sheriff's Office or at a rate agreed upon by the Town and Sheriff.

9.0 PAYMENT PROCEDURES

- 9.1 The Town will pay the County one fourth (1/4) of the contract amount quarterly, or as indicated on the yearly Statement of Work and Budget Agreement (Attachment A). The County, through the Sheriff, shall render to said Town within ten (10) days after the close of each quarter a summarized invoice which covers all services performed during said quarter, and said Town shall pay the County for all undisputed amounts within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Town shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within twenty (20) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is

memorialized.

10.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices for the Sheriff/County:

Larimer County Sheriff	and	Larimer County Attorney
2501 Midpoint Dr.		224 Canyon Ave Unit 200
Fort Collins, CO 80525		Fort Collins, CO 80521

Notices for the Town:

Town of Berthoud	and	Berthoud Town Attorney
Attn: Town Administrator		1331 17 th Street, Suite 500
807 Mountain Avenue		Denver, CO 80202
Berthoud, CO 80513		

11.0 AMENDMENTS

- 11.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the Board of County Commissioners and an authorized representative of the Town. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 1.6, 2.0, 4.3, 8.2, 8.4 and 9.2 of this Agreement.
- 11.2 Notwithstanding any provision herein to the contrary, the Town and the County intend to further review the non-fiscal terms and conditions of this Agreement in 2021 and agree to negotiate in good faith any amendments the Town or the County request be made to such non-fiscal terms and conditions.

12.0 AUTHORIZATION WARRANTY

12.1 The Town represents and warrants that the person executing this Agreement for the Town is an authorized agent who has actual authority to bind the Town to each and every term, condition, and obligation of this Agreement and that all requirements of the Town have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, Attachment A, and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

ATTACHMENT A

2026 STATEMENT OF WORK AND BUDGET AGREEMENT BY AND BETWEEN COUNTY OF LARIMER AND TOWN OF BERTHOUD

This 2026 Statement of Work and Budget Agreement, Pursuant to the Municipal Law Enforcement Services Agreement between the Town of Berthoud and Larimer County (currently in effect through 2026), will be in effect from January 1, 2026 through December 31, 2026, unless superseded by a new agreement.

1.0 SCOPE OF WORK

The County, through the Sheriff's Office, will provide the services of one (1) full-time sworn sergeant, two (2) full-time sworn corporals, six (6) full-time sworn deputies, two (2) full-time sworn community impact deputies, one (1) half-time sworn investigator, and two (2) full-time sworn School Resource Officers to assist the Town with law enforcement activities as more specifically described below.

2.0 SUPERVISORS

The Sergeant will be responsible for the supervision of law enforcement and public safety operations for the Town. The Sergeant will work closely with the Town Administrator to exchange information, ensure the Sheriff is meeting expectations and is in compliance with this agreement, and to determine the needs of the Town and define priorities and goals for the Town's law enforcement activities. The Sergeant will also ensure the Town receives timely monthly reports as required under Section 1.8 of the Municipal Law Enforcement Services Agreement.

The Corporal will assist the Sergeant with the supervision of the deputies working in Berthoud, and will assume the duties of the Sergeant when the Sergeant is unavailable. Further, the supervisors will supplement Town patrol coverage by performing general law enforcement duties and will cover for vacancies when practical and appropriate.

3.0 PATROL DEPUTIES

Six (6) sworn deputies will provide 24 hour coverage. The actual time periods during each day spent in providing patrol services shall be dependent upon several factors including, but not limited to, the day of the week, the time of the month, school day versus non-school day, holiday, etc. These times will not include travel time to and from Berthoud. The County is allowed to use flexible scheduling to prevent the development of patrol hour patterns. The supervisors will supplement this coverage and will fill in for vacancies, when practical. When vacancies are not able to be covered with contract deputies or a supervisor, and during the hours outside of this agreement, calls for service will be handled by regular on-duty Sheriff's deputies in the same manner and level as they cover unincorporated areas of the County.

Contracted patrol services shall include, but not be limited to, the following: enforcement of Colorado state statutes and county and municipal ordinances; general traffic enforcement; business checks by foot patrol or by vehicle; vacation checks of private residences (as requested); development and maintenance of crime prevention programs for commercial and residential use; investigation of traffic accidents; and, investigation of criminal offenses.

4.0 COMMUNITY IMPACT DEPUTIES

The Community Impact Deputies will be sworn deputies and are expected to work a variety of different hours. The actual time periods during each day will be focused on problem solving methods/projects that the Deputies will be working on. The methods/ projects include community engagement/interaction, traffic safety enforcement, project design/ implementation to target high crime areas. These deputies may also be used to help with regular staffing in the town due to illness or vacation.

5.0 DESK DEPUTY

The desk deputy is expected to work normal business hours and be in the office most of the time. Duties include being available in the office to answer citizen and town employee questions, take walk-in and phone reports, VIN checks, and other duties as appropriate for the position. The Desk Deputy may be required to work outside normal business hours and days in order to meet the needs of the Town and the Sheriff's Office.

6.0 INVESTIGATOR

The Sheriff will assign an Investigator to work half-time (approximately 85 hours per month on average) on Town cases. The Investigator will be expected to spend time in the town and assist with crime prevention efforts as needed.

7.0 SCHOOL RESOURCE OFFICER(S)

The School Resource Officer's primary function, during the school year, will be working in the Berthoud Schools to provide law enforcement services and security within the schools. During the summer and non-school days, the School Resource Officer(s) will supplement Town patrol coverage by performing general law enforcement duties and will cover for vacancies when practical and appropriate.

8.0 CONTRACT WORK HOURS

In general, full-time sworn positions provide 171 hours of service and half-time positions provide 85 hours of service per month. Patrol training, court, and benefit time are included in the monthly hours.

From January 1, 2026, through December 31, 2026, the Larimer County Sheriff's Office will provide 342 hours of supervisor time, 1026 hours of general patrol service, 85 hours of investigative services, and 340 hours of School Resource services per month within the corporate limits of the Town.

Extra hours worked in any month will be applied to any month where the number of hours worked does not total the contract requirement.

9.0 CHANGES TO LEVEL OF SERVICE

Changes to the level of services requested, including temporary or emergency staffing needs will be provided as set forth in Section 2 of the Municipal Law Enforcement Services Agreement.

10.0 BUDGET/COSTS FOR SERVICES PROVIDED (*For 2026 Calendar year*)

Costs for Berthoud 2026

	SGT	CPL (2)	DEPUTIES (8)	Desk Deputy	SRO (2) .5+	INVEST	OTHER	TOTAL		Quarterly Payments
Salary (Wages + Full Benefits)	176,376	311,415	1,150,444	143,805	172,567	155,708	-	2,110,315		
Overtime	15,000	15,000	110,000		5,000	5,000	-	150,000		
								0		
Vehicle – Full equipped w/o radio*										
Vehicle Lease (fuel, maintenance, etc)	14,029	14,462	134,221		14,625	14,046	-	191,382	Jan – Mar	\$779,110
Equipment/Clothing									Apr - June	\$779,110
Equipment Replacement Cost	5,500	11,000	44,001	5,500	5,500	5,039	-	76,541	July – Sept	\$779,110
Administrative Costs (Computer, Network, Cell phone, etc.)	5,501	11,001	44,005	5,501	5,501	5,726	4,368	81,601	Oct – Dec	\$779,110
LCSO Overhead Costs	6,020	12,039	48,156	6,020	6,020	6,020		84,274		
LCSO Insurance Costs	8,362	16,725	66,898	8,362	8,362	8,362		117,072		
Copy Machine Rental	-	-	-		-	-	2,014	2,014		
Mental Health							10,000	10,000		
Flock (14 cameras)							43,400	43,400		
Bicycle Maintenance	-	-	-		-	-	300	300		
*Larimer County Indirect cost (11.04% of salary and benefits)	21,128	36,036	139,153	15,876	19,603	17,742		249,539		
Total with Larimer County Indirect Costs	251,916	427,678	1,736,879	185,064	237,177	217,641	60,082	3,116,438		

• Training, Court, and benefit time are included in the monthly hours. Typical overtime costs are included in the yearly costs, but significant incidents/events may not be (see section 2.8 & 2.9 of the Municipal Law Enforcement Agreement for details)

Positions will typically not be covered when the contract officer is out of service due to training, court, or benefit time; unless it can be done with existing contract officers/supervisor.

•• This cost is the Town's share of the SRO position. Thompson School District covers 50% of the costs for the SRO for the School year. Berthoud covers the other half, plus the costs for the summer months.

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	January 27, 2026
Agenda Title/Subject:	Appointment Local Licensing Authority
Type of Item:	Regular Item
Purpose:	To appoint citizen volunteer to the Local Licensing Authority
Presented by:	Town Board Interview Committee

ATTACHMENTS:

- Local Licensing Authority Application

BACKGROUND:

The Local Licensing authority has one applicant that has served the last four years on the Authority.

The following applicant applied for reappointment on the Local Licensing Authority:

- Lynn Larsen

The current members on the Local Licensing Authority are as follows:

Historic Preservation Advisory Committee	
Municipal Judge	Per Code
Town Clerk	Per Code
Lynn Larsen	

UPDATE/NEXT STEPS:

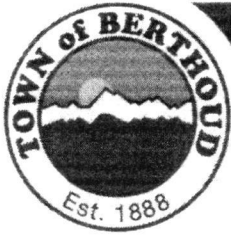
- No additional steps needed.

COMMUNITY TOUCHSTONES:

All committees and commissions work to carry out the goals and Community Touchstones identified by the Town Board in their strategic planning sessions. *Community Identity, Resiliency and Sustainability.*

RECOMMENDED ACTION(S):

Approve this item as part of the Consent Agenda to appoint Lynn Larsen to the Local Licensing Authority for a term of two years.



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

Advisory Committee Application

To be considered a candidate for a committee, please complete this application and return it to the Town Clerk's Office, 807 Mountain Ave., PO Box 1229, Berthoud, Co. 80513, fax to (970) 532-0640, or email to clerk@berthoud.org. Application deadlines vary. Late applications will be kept on file for one year for future vacancies.

Additional information can be found on the Town's website under Advisory Committees or contact the Town Clerk's office at (970) 532-2643.

Candidates will be invited to an interview with the interview team and appointments are made by the Town Board as a whole.

Name of Committee or Commission: Local Licensing Authority

Name: Lynn Larsen

Address: 205 Hubbell St, Berthoud

Day Phone: 970-344-5749 Night Phone: same E-Mail Address: lynnfda@aol.com

How long have you been a resident of Berthoud? 8 years

Do you currently serve, or have you served previously, on a board, commission or committee? If so, which one(s)

Yes. Local Licensing Authority and Tree Advisory Committee.

Why do you want to become a member of this particular committee?

I am currently a member of the Local Licensing Authority and feel this is where my background and expertise can best serve the Town.

Briefly explain what you believe are the two most important issues facing this committee, and how do you believe this committee should address each issue?

1) The Local Licensing Authority (LoLA) is a quasi-judicial body composed of only 3 members: the Municipal Judge, the Town Clerk, and a Town citizen. During my four-year tenure we have had an increasing number of licensing applications to review. It has proved useful to have 3 sets of eyes reviewing the applications to ensure compliance with applicable ordinances and statutes. And while it has been rare to have a member absent, a quorum of two has been needed on occasion to avoid unnecessary delays in addressing the applications. Thus, it is important that the long-vacant citizen member position remain filled. These are benefits that I have been able to provide to the town for four years and would like to continue to do so.

2) The LoLA continues to receive some poorly prepared and late applications, especially for special events. This despite the LoLA developing - during my tenure - an Addendum to the Special Events Permit (SEP) Application. The LoLA must continue to ensure that all the information necessary for safe sale and consumption of alcohol at such events is provided in a timely fashion.

List any abilities, skills, licenses, certificates, specialized training, past related experience or interests you have which are applicable to this committee.

I have no formal legal training. However, my professional training and experience has led to some skill in writing and editing scientific and government documents. Most of my professional life involved drafting/reviewing Federal regulations and interpreting research & survey data. I did have agency-sponsored legal training as it applied to foods & drugs. I have met with Congressional staff members and testified before Congress. During part of my time at the U.S. Food & Drug Administration I was responsible for overseeing and staffing our Food Advisory Committee.

Please specify any activities which might create a conflict of interest that would prevent you from taking official action if you should be appointed to this committee.

There are none of which I am aware.

Have you attended a meeting of the committee you are applying to or talked to anyone currently on the committee? Yes No

Comments: I am currently the citizen member of the LoLA.

If not appointed at this time, would you be interested in serving on any other advisory committees at the Town of Berthoud? If so, please list any preference:

No. I am currently also a member of the Berthoud Tree Advisory Committee. However, I would prefer to "take a break" from serving on any other committees at this time.

*All applicants are strongly encouraged to attend a regularly scheduled meeting of the committee for which they are applying prior to submitting an application.
The Town of Berthoud will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970)532-2643 for assistance.*

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application.

Signature: _____

Lynn A. Larsen

Date: _____

8-13-25

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	January 27, 2026
Agenda Title/Subject:	Verizon Cell Tower Lease
Type of Item:	Consent Agenda
Purpose:	To approve the first amendment to the cell Tower lease for
Presented by:	Chris Kirk, Town Administrator

ATTACHMENTS:

- Cellco Lease dated July 2021
- Proposed 1st Amendment to Lease
- Vicinity map

BACKGROUND:

In July 2021, the Town of Berthoud entered into a Land Lease Agreement with Cellco Partnership d/b/a Verizon Wireless (“Verizon”) for the installation and operation of a wireless communications facility at the Town’s regional Wastewater Treatment Facility, located on CR 44, just east of I-25 (location map attached). The lease has been in effect since that time and the facility is currently operational.

Cellco, through Vertical Bridge REIT, has requested approval of a First Amendment to the Lease to update rental terms, confirm renewal rights, and update notice and recording provisions. No physical expansion or operational changes to the facility are proposed as part of this amendment.

The first amendment makes the following key changes to the lease:

- Beginning June 1, 2026, rent will be reduced to \$2,000 per month.
- Rent will increase by 10% every five years, beginning on June 1, 2031, and continuing on each five-year anniversary thereafter. Current terms require 2% escalation annually.

The amendment represents a slight decrease in monthly rent from what they are currently paying. The current rent is \$2,164 per month. Additionally, rather than increase rent by 2% annually, the rent will be increase in five-year increments by 10%. This will reduce the total amount of rent collected by the Town over the term of the lease.

It is the Town's understanding that the Tower has not performed as well financially as was originally anticipated. The initial request for a reduction in rent was significantly larger, and a lower escalation percentage was requested. Following negotiations, the current terms were proposed and tentatively agreed to. The possible alternative to this reduction is that the lease is terminated and the tower removed.

Revenue generated from the lease is collected by the Wastewater Operations Fund. It is not restricted to a specific use but can be generally spent by the Wastewater fund to support Town operations.

FISCAL IMPACT:

The revenue generated will continue to be collected by the Wastewater fund. The slight decrease in revenue will have no noticeable impact on Wastewater operations.

RECOMMENDATION:

APPROVE THE 1ST AMENDMENT TO THE LEASE BETWEEN THE TOWN OF BERTHOUD AND CELLCO PARTNERSHIP

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 6th day of July, 2021 by and between the Town of Berthoud with its principal offices located at 807 Mountain Avenue, Berthoud, Colorado 80513 (hereinafter "LESSOR") and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter "LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate Communications Equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at parcel number 106114302001 in Weld County, Colorado (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 1,125 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the earlier of (i) the first day of the first month after LESSEE begins installation of LESSEE's Communications Equipment, or (ii) June 1, 2021. If commencement is based upon installation, the Parties agree to acknowledge the Commencement Date in writing.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL

(a). Rental payments shall begin on the Commencement Date, and shall be equal to \$2,000 per month during the first twelve months of the Term. On the anniversary of the Commencement Date, and each year thereafter, rental payments shall increase annually by 2% per year over the monthly rental due during the immediately preceding lease year for the remainder of the Term.

(b). Rental payments are due on the first day of the month ("Due Date"), and must be received by LESSOR at P.O. Box 1229 Berthoud, Colorado 80513; or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any Due Date by notice given in accordance with Paragraph 19 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until at least 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay

rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

(c). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property along a 20 foot wide right-of-way, to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's Communications Equipment ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In addition, LESSOR grants LESSEE the right to install wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services on, through, over and/or under a fifteen (15) foot wide utility right-of-way across the Property as identified on Exhibit "B". Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 26).

6. CONDITION OF PROPERTY LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 23).

7. IMPROVEMENTS. The Communications Equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements ("Communications Equipment") shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its Communications Equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the Communications Equipment operates, whether or not any of the Communications Equipment, antennas, conduits or other improvements are listed on any exhibit. The Communications Equipment contemplated in this Agreement, including any improvements contemplated in this paragraph, must conform to the Town of Berthoud Land Use and Building Code. Prior to construction of any Communication Equipment on the Property, LESSEE shall furnish to LESSOR the plans for such Communications Equipment. Such plans may be reviewed by LESSOR to ascertain that all applicable laws including building and zoning codes and air and water pollution regulations are complied with.

Upon completion of the installation or work by LESSEE, LESSEE shall furnish an "as-built" drawing to the Town of Berthoud Town Clerk that clearly identifies where the installed/ worked on Communications Equipment is located

8 GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory

soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE notifies LESSOR in writing 3 months prior to the annual anniversary of the Commencement Date; or (vi) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents. LESSOR will provide LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve LESSEE from its indemnification obligation in respect of such claim, except to the extent LESSEE can establish actual prejudice and direct damages as a result thereof. LESSOR will cooperate appropriately with the LESSEE in connection with LESSEE's defense of such claim. LESSEE shall defend LESSOR, at LESSOR's request, against any claim with counsel reasonably satisfactory to LESSOR. LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party

11. INSURANCE. LESSEE shall carry and maintain, at its own cost and expense, commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. LESSEE shall list LESSOR as additional insured as its interest may appear hereunder.

12. INTERFERENCE

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment or Property. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center at (800) 264-6620 or to LESSOR at (970) 532-2643 the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the

right to equitable remedies such as, without limitation, injunctive relief and specific performance.

13 REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that the Communications Equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed.

14 HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed. If LESSEE remains in possession of the Premises or if any of LESSEE's property remains on the Premises, including without limitation the Communications Equipment, more than 180 days past expiration of the Term, then LESSOR may avail itself of any and all recourse under the law to recover possession of the property, including without limitation, pursuing eviction under the then existing Colorado forcible entry and detainer Statutes.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on

substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date, and covenants during the Term, that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use

LESSOR acknowledges that LESSEE's Premises will be located within an "Oil and Gas Operating Area" as designated on that certain Plat for the Betz Baird Minor Subdivision Second Filing recorded in the real property records of Weld County, Colorado, on November 27, 2007, at Reception No. 3519589. LESSOR represents and warrants to LESSEE that there are no oil and gas operations existing or are planned for the Oil and Gas Operating Area and LESSOR shall not grant any third party a right to use the Oil and Gas Operating Area that disturbs or interferes with LESSEE's rights hereunder.

LESSOR acknowledges that the Property is subject to that certain Right of First Refusal dated December 13, 2007 (the "ROFR"), and recorded in the real property records of Weld County, Colorado, on December 20, 2007. LESSOR represents and warrants to LESSEE that the leasehold interest created by this Agreement is not subject to and does not trigger the rights of WRB Investments, LLC, or its successors and assigns, under the ROFR.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party, or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to parties not named in subsections (i), (ii), or (iii) of this paragraph, this Agreement may not be sold, assigned or transferred without the written consent of both Parties, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19 NOTICES. Except for notices permitted via telephone in accordance with Paragraph 12, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Berthoud
 P.O. Box 1229
 Berthoud, Colorado 80513
 Attention: Stephanie Brothers

LESSEE: Cellco Partnership
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after receiving written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the defaulting Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 15 days after receiving written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 15 days and diligently pursue the cure to completion within 30 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 12 of this Agreement

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's Communications Equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits)

27. TAXES.

(a) LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

28 NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or

understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Town of Berthoud

By: 


Name: CHRIS KIRK

Title: TOWN ADMINISTRATOR

Date: 9/3/2020

LESSEE:

Cellco Partnership
d/b/a Verizon Wireless

By: 

Name: Steve LeVar

Title: Director Network Field Engineering

Date: 7/6/2021

EXHIBIT "A"

PROPERTY DESCRIPTION

LOT 1, BETZ BAIRD MINOR SUBDIVISION SECOND FILING, TOWN OF BERTHOUD, COUNTY OF WELD,
STATE OF COLORADO

EXHIBIT "B"
SITE PLAN OF THE PREMISES
(Attached)

**Lease Area/Access & Utility Easements
to New Access and Utility Easements**

BEING A STRIP OF LAND 25.00 FEET IN WIDTH LYING WITHIN LOT 1, BETZ BAIRD MINOR SUBDIVISION IN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 58 WEST, 3RD P.M. COUNTY OF WELD, STATE OF COLORADO, 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CORNER:

COMMENCING AT THE CORNER OF SAID LOT 1, THENCE ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE BEING THE NORTH WEST CORNER OF THE LINE OF WELD COUNTY ROAD 44, NORTH 100.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTHWEST ALONG SAID LINE NORTH 01.2000 WEST 74.27 FEET BEING NORTH DEPARTURE, EAST 20.1177 FEET BEING NORTH DEPARTURE, SAID 20.1177 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A, AND THE END OF SAID STRIP OF LAND;

LEASE AREA

BEING A LEASE AREA WITHIN LOT 1, BETZ BAIRD MINOR SUBDIVISION IN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE 3RD P.M. COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

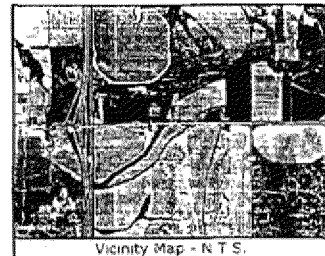
BEGINNING AT POINT A, BE DESCRIBED AS FOLLOWS: THENCE NORTH 01.2000 WEST 12.50 FEET THENCE NORTH 01.2000 WEST 33.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT B, THENCE SOUTHWEST ALONG SAID LINE NORTH 01.2000 WEST 12.50 FEET BEING NORTH DEPARTURE, EAST 20.1177 FEET BEING NORTH DEPARTURE, SAID 20.1177 FEET TO THE POINT OF BEGINNING.

15.00 ACRE UTILITY EASEMENT

BEING A STRIP OF LAND 15.00 FEET IN WIDTH LYING WITHIN LOT 1, BETZ BAIRD MINOR SUBDIVISION IN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 58 WEST OF THE 3RD P.M. COUNTY OF WELD, STATE OF COLORADO, 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CORNER:

COMMENCING AT POINT C, BE DESCRIBED AS FOLLOWS: THENCE NORTH 01.2000 EAST 14.00 FEET TO THE END OF SAID STRIP OF LAND;

THE BOUNDARIES OF SAID STRIP OF LAND WILL EXTEND TO INTEREST ACCURACY AND ARE TO BE LENGTHENED AND/OR SHORTENED TO PREVENT GAPS AND/OR OVERLAPS.



Title Report
PREPARED BY LAND TITLE EXAMINER COMPANY
6000 N.W. FORTSMITH
DENVER, CO 80221
DATE: MAY 11, 2018

Legal Description
LOT 1, BETZ BAIRD MINOR SUBDIVISION, SECTION 14, TOWNSHIP 4 NORTH, RANGE 58 WEST, 3RD P.M. COUNTY OF WELD, STATE OF COLORADO

Assessor's Parcel No.
19 00 000000

Title Schedule B Exempt
1. THIS IS NOT FOR COUNTY RECORD AS SET OUT IN 10 AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS IN BOOK 83 AT PAGE 2114. (DATE NOT SET)

2. ANY AND ALL RIGHTS OF THE LAND COUPLED WITH, SHALL BE SUBJECT TO THE RIGHTS OF THE COUNTY COMMISSIONERS IN BOOK 83 AT PAGE 2114. (DATE NOT SET)

3. RIGHT OF PREEMPTION OF A NEIGHBOR OR LEE TO CO-OWNERSHIP OF THE SAME IS HEREBY WAIVED AND THE STATE PUBLIC RECORDS DEPARTMENT IS NOT TO RECORD ANY INTEREST THEREIN UNLESS SO REQUESTED BY THE PARTY INTERESTED.

4. UNLESS OTHERWISE PROVIDED IN ANY INSTRUMENT RECORDED HEREIN, ALL RIGHTS OF THE PARTY INTERESTED IN THIS INSTRUMENT ARE SUBJECT TO THE RIGHTS OF THE COUNTY COMMISSIONERS IN BOOK 83 AT PAGE 2114. (DATE NOT SET)

5. THIS INSTRUMENT IS SUBJECT TO THE RIGHTS OF THE COUNTY COMMISSIONERS IN BOOK 83 AT PAGE 2114. (DATE NOT SET)

6. THIS INSTRUMENT IS SUBJECT TO THE RIGHTS OF THE COUNTY COMMISSIONERS IN BOOK 83 AT PAGE 2114. (DATE NOT SET)

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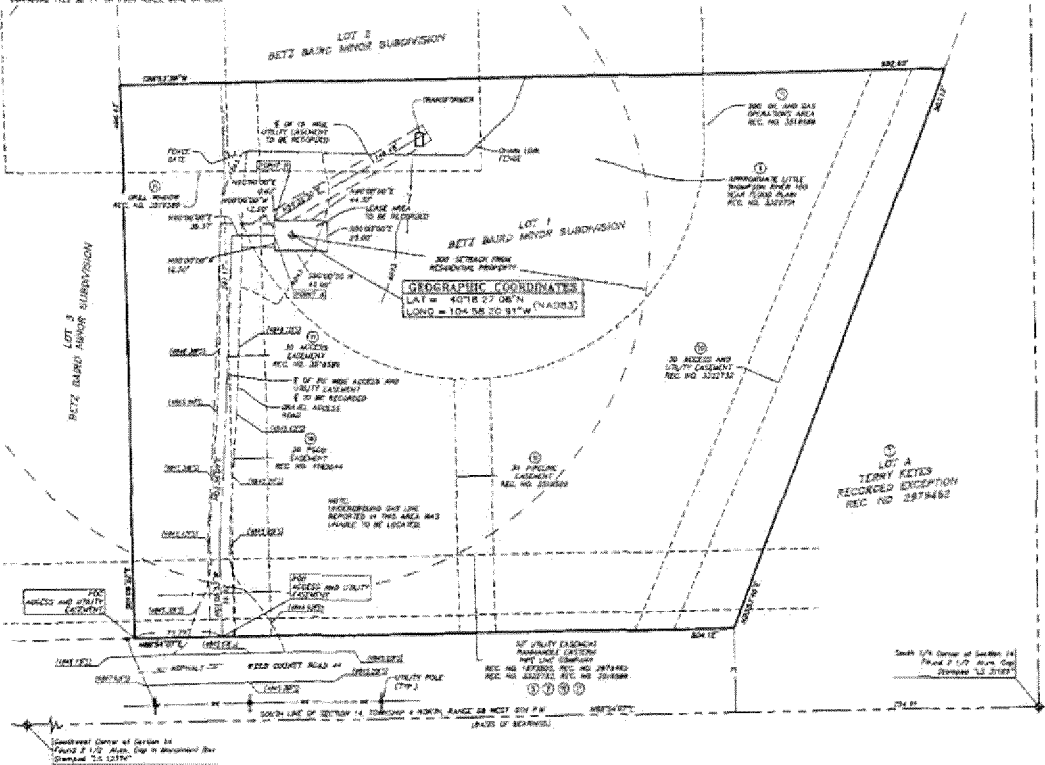
16. THIS INSTRUMENT IS SUBJECT TO THE RIGHTS OF THE COUNTY COMMISSIONERS IN BOOK 83 AT PAGE 2114. (DATE NOT SET)

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20. THIS INSTRUMENT IS SUBJECT TO THE RIGHTS OF THE COUNTY COMMISSIONERS IN BOOK 83 AT PAGE 2114. (DATE NOT SET)



LINE LEGEND

- SUBJECT PARCEL BOUNDARY LINE
- SECTION LINE
- ADJACENT PARCEL BOUNDARY LINE
- EASEMENT LINE
- ROAD OF WAY LINE
- FLOOD PLANE LINE
- BARRIED WIRE FENCE
- CHAIN LINK FENCE
- UNDERGROUND UTILITY LINE
- UNDERGROUND GAS LINE
- OVERHEAD UTILITY LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND RESERVE LINE
- UNDERGROUND WATER LINE

Legend

- CONCRETE PAVEMENT
- CONCRETE TREE
- CEMENT
- DECORATIVE TREE
- EDGE OF ASPHALT
- FINISH FLOOR
- FINISH SURFACE
- FIRE ESCAPE
- FLOW LINE
- FLOOD MARKING AS NOTED
- FOUNDATION WALL/FOUNDATION
- GEODESIC LOCATION
- GAS METER
- IRREGULAR GENERAL VALVE
- NATURAL CURB
- PARKING ISLAND
- POINT OF BEGINNING
- POINT OF DISCONTINUITY
- OVERHEAD ELECTRIC LINE
- POWER POLE
- PROPERTY LINE
- RIGHT OF WAY
- STEEP MOUND
- SIGN POST
- STREET LIGHT CANTON
- TELEPHONE POLE
- TYPICAL
- WATER METER
- WATER VALVE

Note
ALL PROPOSED EASEMENT, ACCESS AND GRANT INSTRUMENTS ARE TO BE RECORDED UNDER SEPARATE DOCUMENTS.

Basis of Bearings
BEARINGS SHOWN HEREIN ARE ASSUMED AND ARE BASED UPON THE SOUTH LINE OF THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 58 WEST, 3RD P.M. COUNTY OF WELD, STATE OF COLORADO, WHICH BEING THE POINT BETWEEN THE NEIGHBORS SHOWN THEREIN.

Underground Utility Note
SURVEY LOCATIONS AND/OR DEPTHS SHOWN HEREIN ARE PER RECORD AND APPLICABLE OFFICIAL RECORDS. BEARING IN MIND THAT THE LOCATION OF UTILITY LINES SHOWN HEREIN IS BASED UPON THE RECORDS OF THE COUNTY OF WELD, STATE OF COLORADO, AND IS NOT TO BE CONSIDERED AS A GUARANTEE OF ANY KIND. THE LOCATION OF UTILITY LINES SHOWN HEREIN IS BASED UPON THE RECORDS OF THE COUNTY OF WELD, STATE OF COLORADO, AND IS NOT TO BE CONSIDERED AS A GUARANTEE OF ANY KIND. THE LOCATION OF UTILITY LINES SHOWN HEREIN IS BASED UPON THE RECORDS OF THE COUNTY OF WELD, STATE OF COLORADO, AND IS NOT TO BE CONSIDERED AS A GUARANTEE OF ANY KIND.

Date of Survey
JANUARY 1, 2018

Coordinate System
THE COLORADO STATE PLANE COORDINATE SYSTEM IS USED. DATUM: NAD 83. ELEVATION: 5,000 FEET.

Bench Mark
ELEVATIONS SHOWN HEREIN ARE BASED ON WADSWORTH BENCH MARK, SECTION 14, TOWNSHIP 4 NORTH, RANGE 58 WEST, 3RD P.M. COUNTY OF WELD, STATE OF COLORADO.

Certification
I, [Name], Surveyor, do hereby certify that the foregoing is a true and correct copy of the original record as shown to me by the County Clerk of Weld County, Colorado, on this 11th day of May, 2018.

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (this “**Amendment**”), dated as of this ____ day of _____, 2025 (the “**Effective Date**”), by and between The Town of Berthoud (“**Lessor**”), and Cellco Partnership d/b/a Verizon Wireless (“**Lessee**”), recites and provides:

RECITALS

WHEREAS, Lessor is the fee owner of certain real property located in Weld County, State of Colorado (the “**Property**”), more particularly described on Exhibit A attached hereto.

WHEREAS, Lessee is the current tenant under that certain Land Lease Agreement with Lessor dated July 6, 2021 (the “**Lease**”), pursuant to which Lessor leases to Lessee a portion of the Property, as more particularly described in the Lease (the “**Premises**”).

WHEREAS, Lessee owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises.

WHEREAS, Lessor and Lessee now desire to amend the Lease as more particularly provided below.

AGREEMENT

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

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.
2. Rent. Commencing on June 1, 2026 the rent (“**Rent**”) shall be Two Thousand and No/100 Dollars (\$2,000.00), paid monthly, in advance, to Lessor’s address set forth in Section 4 below. Rent shall adjust upwardly by ten percent (10.00%) on June 1, 2031 and shall further increase by ten percent (10.00%) on each successive quinquennial anniversary of June 1, 2031 thereafter.
3. Renewal Terms. Subject to the terms, provisions, and conditions of the Lease, Lessee shall have the option to extend the Lease for four (4) additional Five (5) year renewal periods (each, a “**Renewal Term**”) with the initial Renewal Term commencing on the day immediately following the expiration date of the Lease. Each such Renewal Term shall be deemed automatically exercised by Lessee unless Lessee provides written notice to Lessor of non-renewal at least thirty (30) days prior to expiration of the then-current term.
4. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Lessee:

Cellco Partnership
c/o Vertical Bridge REIT, LLC
22 West Atlantic Avenue, Suite 310
Delray Beach, Florida 33444
Attention: General Counsel
Ref: US-CO-7084

If to Lessor:

Town of Berthoud
P.O. Box 1229
Berthoud, Colorado 80513

5. Memorandum. Lessor agrees to execute a Memorandum of this Amendment upon the request of Lessee, which Lessee may record with the appropriate recording officer at its sole cost and expense.
6. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
7. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease.

[The remainder of this page is intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

<p>LESSOR:</p> <p>The Town of Berthoud</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--

[Lessor's Signature Page to Amendment]

LESSEE:

Cellco Partnership

d/b/a Verizon Wireless

By: **VB Acquisitions, LLC**

a Delaware limited liability company

Its: Attorney-in-Fact

By: _____

Name: _____

Title: _____

Date: _____

[Lessee's Signature Page to Amendment]

EXHIBIT A

Legal Description of the Property

LOT 1, BETZ BAIRD MINOR SUBDIVISION SECOND FILING, TOWN OF BERTHOUD,
COUNTY OF WELD, STATE OF COLORADO.



Berthoud Regional Wastewater Plant

Berthoud Mobility Hub

Approximate Lease Area

Front Rd

Weld County Rd 44

Google Earth

Image © 2025 Airbus



BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	January 27, 2026
Agenda Title/Subject:	Town Attorney Selection
Type of Item:	Regular Item
Purpose:	To authorize the Town Administrator to finalize and sign a contract for municipal legal services for the Town Attorney
Presented by:	Chris Kirk, Town Administrator

ATTACHMENTS:

- Town Attorney Proposal – Dietze and Davis, P.C.
- Town Attorney Proposal – Hoffman, Parker, Wilson, Carberry P.C. (HPWC)
- Letter of Engagement between Town of Berthoud and HPWC

BACKGROUND:

As the Board is aware, the current Town Attorney, Erin Smith, is retiring. In an effort to replace her, the Town solicited proposals from interested legal firms. Two firms submitted proposals. These firms are Dietze and Davis, P.C., and Hoffman, Parker, Wilson, & Carberry, P.C. (HPWC).

Interviews with both firms were conducted on January 22, 2026, by two interview panels made up of staff and Trustees. Both firms performed well in the interviews and each clearly demonstrated their ability to provide legal services to the Town in the coming years. That said, the two panels independently identified the same firm as their top candidate based upon the firm's approach to providing the service, their understanding of the Town and issues specific to Berthoud, and their experience in similar roles with other municipalities in our region

Following the interviews and evaluation, the panels recommend that Kendra Carberry and Kathryn Sellars, from HPWC be appointed Town Attorneys for the Town of Berthoud.

RECOMMENDATION:

AUTHORIZE THE TOWN ADMINISTRATOR TO SIGN THE LETTER OF ENGAGEMENT WITH HOFFMAN, PARKER, WILSON, & CARBERRY, P.C. FOR MUNICIPAL LEGAL SERVICES



DIETZE AND DAVIS, P.C.
ATTORNEYS AT LAW

Serving the West from Boulder since 1972

Robyn W. Kube
Karl F. Kumli, III*†
Carmen S. Danielson
Renée Ezer*
Stephen A. Closky
Tucker M. Katz
Mark D. Detsky
William A. Rogers, III
Joshua E. Anderson
Jennifer L. Lorenz
Gabriella Stockmayer
Carolyn R. Steffl
Nathan A. Klotz

Siena Square Building
2060 Broadway, Suite 400
Boulder, Colorado 80302
Telephone (303) 447-1375
Fax (720) 805-2051
www.dietzedavis.com

Email: karlk@dietzedavis.com

*Christina M. Gonsalves
**Matthew C. Nadel

Of Counsel:
Joel C. Maguire
Star L. Waring
Nicholas G. Muller

**Also admitted in California*
†Also admitted in New Mexico
***Also admitted in Wyoming*

Peter C. Dietze 1934-2019
Joel C. Davis 1936-2013

January 8th, 2026

Chris Kirk, Town Administrator
Town of Berthoud, Colorado
Via Email

Re: Town Attorney Services

Dear Chris Kirk:

On behalf of our law firm, I am pleased to respond to the Request for Proposals for Town Attorney Services for the Town of Berthoud. I have been practicing law 1981, and my practice focuses on public utility law, water law, special districts, local government, and real property law. I am supported by a team of experienced attorneys and staff, as well.

I have an extensive history of working as special counsel for municipalities and as both general and special counsel to special districts in Colorado, and beyond, for more than thirty years. I have served as Special Counsel to the City of Aspen, City of Boulder, the University of Colorado, City of Pueblo, Upper Yampa Water Conservancy District, City of Trinidad, Ute Water Conservancy District, Orchard Mesa Irrigation District and the Colorado River Water Conservation District. I also have been general counsel for the Pueblo West Metropolitan District since 2022.

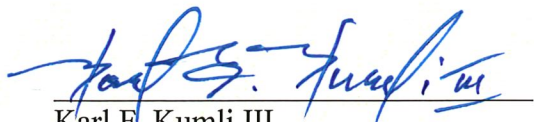
Representing these districts has enabled me to perform a variety of tasks that are relevant to the legal services you desire. For example, I am well-versed in water right acquisition and litigation, rate making, real property transactions, contract drafting and negotiation, as well as working with HR, Finance, Business Development and other offices within the organization. On a different occasions I have been the lead counsel on municipalization requests, franchise negotiations (both on behalf of utilities, as well as municipalities), and a full panoply of water infrastructure issues.

As general counsel to water and sanitation districts and metropolitan districts, and cooperative utilities throughout Colorado, I routinely attending Board meetings and provide legal advice on

everything from public financing and capital construction to employment issues to election and open meetings/open records law. I would greatly appreciate the opportunity to share my experience and enthusiasm for local government with the Town of Berthoud. I believe that my ongoing personal experience and the support of my team will enable me to effectively serve as your Legal Counsel. Thank you for this opportunity, and I look forward to hearing from you.

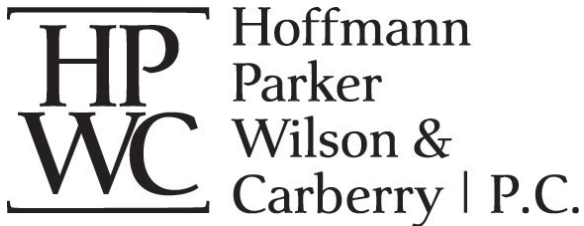
Very truly yours,

DIETZE AND DAVIS, P.C.



Karl F. Kumli III
Shareholder and Director

Enclosures : as stated



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson
Hilary M. Graham
Kathryn M. Sellars

Of Counsel
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Daniel P. Harvey
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Katharine J. Vera
Elizabeth G. LeBuhn
Kunal A. Parikh
Bria I. May
Nicholas A. Hartman
Nathan T. Cash
Tatiana A. Follett
Amanda L. Bruning

January 8, 2026

Chris Kirk
Town Administrator, Town of Berthoud
via email to: ckirk@berthoud.org

Re: Town Attorney Services

Dear Mr. Kirk:

Please accept this letter and the accompanying materials as our proposal to provide legal services for the Town of Berthoud (the "Town"). As set forth below, we believe that you will find our qualifications and experience consistent with the needs of the Town.

Firm Qualifications and Experience

Hoffmann, Parker, Wilson & Carberry, P.C. was formed in 1985 with the specific goal of providing legal services to Colorado local governments. We currently work with over 40 different local governments in Colorado in various capacities, from general counsel to special counsel to hearing officer. The firm includes six directors, three "of counsel" attorneys, eight associate attorneys, and four paralegals/legal assistants. We are a full-service local government law firm, meaning that we provide representation in all areas of the law related to local governments, other than water law and public finance. Our services include: advising elected officials and staff on legal issues; drafting and reviewing contracts, ordinances, resolutions, deeds, and other legal documents; advising boards and commissions, including liquor and marijuana licensing; assisting with contract negotiations, including real estate and development agreements; drafting legal memoranda on new legislation and case law; assisting with personnel issues; and litigation.

While the entirety of the firm's resources would be available to assist, we believe it is important for clients to have consistent personnel. Thus, we propose that Kendra Carberry and Kathryn Sellars, both directors of the firm, will serve as the primary contacts for the Town. We

have found that clients benefit from and like the arrangement of having at least two attorneys as points of contact. With this structure, we can provide seamless availability for clients.

Kendra has represented Colorado local governments for 30 years in various contexts, from general counsel to special counsel to hearing officer. Kendra currently serves as a hearing officer for Golden, Aurora, Lakewood, Denver, Thornton, Commerce City, Sheridan and Dillon. Kendra provides general counsel guidance to the Towns of Superior, Vail and Mountain View, though other attorneys in the firm are their named Town Attorneys. After spending the last 8 years as the Erie Town Attorney, Kendra is currently assisting Erie with the transition to an in-house attorney, which will occur over the next 6 months. This transition will reduce Kendra's workload and open up some availability in Kendra's calendar. Also, many of the issues Erie has faced over the last 8 years are particularly relevant to issues the Town of Berthoud may be facing – particularly in the areas of land use and development, including financing and governance mechanisms such as special districts.

Kathryn has over 17 years of experience in all aspects of municipal law, specializing in land use and zoning, real estate, contracts, constitutional law, employment, licensing, elections, taxation, and open meeting and open records compliance. Her representative clients include without limitation the Cities of Cañon City, Yuma and Rocky Ford, Counties of Morgan, Washington, and Crowley, Wiggins Rural Fire Protection District, Limon Area Fire Protection District, Strasburg Fire Protection District, North Front Range Metropolitan Planning Organization, the Towns of Montezuma and Stratton, and the Colorado Rural Water Association. She also serves as special counsel to other clients on employment matters.

While the firm's office is located in downtown Denver, Kendra resides in north Erie, approximately 15 miles from the Berthoud Town Hall, and currently works from home 3 days per week. As such, Kendra is available on short notice to attend meetings within the Town.

Approach to Service Delivery

Beyond regular meetings of the Board of Trustees, both Kendra and Kathryn are available for meetings and consultations, in person or remotely, at the request of the Board or Town staff. More commonly, our clients seek consultation through email.

Both Kendra and Kathryn have a practice of responding to inquiries from elected officials and staff within 24 hours, but often on the same business day. The initial response may not include a fully researched answer, but it will provide an opportunity to discuss an issue, learn about the Town's needs, and create a plan for a full and timely response. If on the rare occasion, neither Kendra nor Kathryn are available, the request will be forwarded to another attorney for a response, or we will designate an attorney point of contact in advance.

Some of our clients designate certain individuals who may contact legal counsel, based on budgetary limitations, while others allow any staff members to assign work to us. Generally, we

have no preference regarding this process and will comply with the direction provided by the Town on who may communicate with our office. We also strive to timely communicate updates for ongoing projects or issues. We have found that standing meetings with the Town Administrator or Department Heads has worked well to further communication. However, we are flexible in implementing what works best for the Town.

As you may have noted, we represent the North Front Range Metropolitan Planning Organization, of which the Town is a member. We notified the MPO's Executive Director that we intended to apply for this Town Attorney position and she did not have any concerns. Regardless, if we were chosen as the Town Attorney and a direct conflict between the Town and the MPO were to arise, we would evaluate whether a limited waiver of the conflict was possible, and if so, obtain those waivers from both the Town and the MPO. If a conflict were not waivable, we would be required to advise both entities to seek independent legal counsel of their choosing.

We have also run a conflict of interests check and we do not see any potential conflicts for our firm to represent the Town.

Fee Structure

Our firm has worked very hard to develop a reputation for quality, full-service representation at reasonable hourly rates. For the Town, we propose a rate of \$275 per hour for attorneys and \$125 for paralegal work. Litigation matters would be billed at a rate of \$325 per hour for attorneys and \$150 per hour for paralegal work. We do not charge for legal assistant time, but do charge for actual costs incurred, such as filing fees, copies, postage, and computerized legal research. Travel time to and from Board meetings will be at no charge. All other travel time will be charged at our regular, non-litigation rate unless we are travelling specifically to litigation-related court appearances. We can commit to these rates through 2027.

We typically bill our time on or before the 15th day of each month, with payment being due on or before the last day of the month within which the billing is sent. Our bills detail the date upon which the work was accomplished, the name of the attorney, a description of the work, the time (in tenths of an hour) spent on the work, and the total amount due for the particular work accomplished. At the Town's request, we will provide separate accounting for specific activities (such as meetings or work on particular matters).

Client References

We would encourage you to contact any of our current clients for an honest assessment of our responsiveness and professionalism. In addition, we can provide the following specific references:

January 8, 2026
Page 4

For Kendra:

Patrick Hammer
Deputy Town Manager, Town of Erie
720-215-1775
phammer@erieco.gov

Russ Forrest
Town Manager, Town of Vail
970-379-4290
rforrest@vail.gov

For Kathryn:

Ryan Stevens
City Administrator, City of Cañon City
719-269-9011
erstevens@canoncity.org

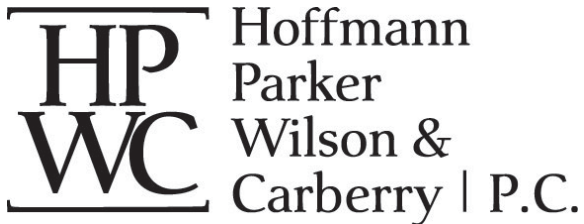
Sincerely,



Kendra L. Carberry
klc@hpwclaw.com



Kathryn M. Sellars
kms@hpwclaw.com



Hoffmann
Parker
Wilson &
Carberry | P.C.

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HOFFMANN, PARKER, WILSON & CARBERRY, P.C.

Hoffmann, Parker, Wilson & Carberry, P.C. is a law firm specializing in local government law. The firm has a combined total of nearly 200 years of experience among its attorneys, including particular expertise in the following areas:

- Acting as general counsel to the following local governments: the Cities of Northglenn, Black Hawk, Victor, Manitou Springs, Cañon City, Leadville, Rocky Ford, and Yuma; the Towns of Superior, Mountain View, Platteville, Vail, Winter Park, Erie, Montezuma, Hudson, Foxfield, Elizabeth, Arriba, Genoa, Deer Trail, Buena Vista, Calhan, Green Mountain Falls, Ramah, Limon, Flagler, Simla, Hugo, Stratton, Morrison and Pitkin; and the Counties of Morgan, Washington, and Crowley.
- Acting as general counsel to the following special districts: Alameda Water and Sanitation District; Superior Metropolitan District No. 1; Superior Metropolitan Interchange District; Health District of Northern Larimer County; Church Ditch Water Authority; Berkley Water and Sanitation District; Parker Water and Sanitation District; Fremont Sanitation District; Wiggins Fire Protection District; Round Mountain Water and Sanitation District; Limon Area Fire Protection District; and Strasburg Fire Protection District No. 8.
- Acting as general counsel to the following other public entities: Brighton Urban Renewal Authority; Superior Urban Renewal Authority; Vail Reinvestment Authority; Town of Erie Urban Renewal Authority; Northeast Colorado Health Department; Foothills Animal Clinic; North Front Range Metropolitan Planning Organization; Wheat Ridge Urban Renewal Authority d/b/a Renewal Wheat Ridge; Parker Authority for Investment; Castle Rock Downtown Development Authority; Arvada Urban Renewal Authority; Evans Redevelopment Agency; Town of Erie Urban Renewal Authority; Englewood Downtown Development Authority; City of Northglenn Liquor Licensing Authority; Northglenn Urban Renewal Authority; Economic Development of Dacono; Vail Local Housing Authority; and Leadville-Lake County Regional Housing Authority; and Cañon City Area for Reinvestment Expansion.
- Acting as special counsel to the following public entities: the Towns of Parker, Crested

Butte, Avon and Castle Rock; the Cities of Brighton, Colorado Springs, Centennial, Commerce City, Castle Pines, Fort Collins, Lakewood, Longmont, Golden, Grand Junction, Englewood, Thornton, Westminster, Wheat Ridge, Trinidad and Aurora; the Counties of Eagle and Pueblo; the City & County of Denver; the Metro Water Recovery; the Vail Recreation District; the Stoneridge Metropolitan District Nos. 1 and 2; the Fire and Police Pension Association; the Denver Public Schools ProComp Trust; the Aurora Urban Renewal Authority; the Greeley Urban Renewal Authority; the Jefferson County Housing Authority; the Colorado Springs Ethics Commission; the Lakewood Reinvestment Authority and the Central Weld County Water District on behalf of multiple stakeholders for formation of a new regional water authority.

- Acting as hearing officer for the following public entities: the City & County of Denver (tax, public works, land use); the City of Golden (licensing); the City of Aurora (tax, licensing); City of Sheridan (licensing); City of Steamboat Springs (licensing); Denver International Airport (concessions); the City of Lakewood (campaign finance); the City of Fort Collins (land use, employment); the Town of Dillon (licensing); the City of Dacono (code enforcement); the City of Englewood (tax); the City of Thornton (employment) and the City of Commerce City (council policy magistrate).
- Litigation including condemnation, real estate, land use, contract, annexation, tax, administrative, government and general civil litigation matters.
- Employment law, including defense of wrongful discharge cases, collective bargaining, the Fair Labor Standards Act and other federal regulation, and development of policies, procedures, contracts and ordinances to help the public employer avoid liability.
- Election law, including TABOR compliance and initiative, referendum, and recall.
- Real estate due diligence and transactions and the negotiation and drafting of contracts, regulations, and standards.
- Drafting legislation, both state and local, and lobbying and testifying before legislative committees.

Among the publications authored by the firm's lawyers, the following include some of the articles most pertinent to local governments.

C. Hoffmann and K. Carberry, *Survey of Municipal Law*, Colorado Municipal League Annual Seminar on Municipal Law (October 2018).

C. Hoffmann, *Municipal Regulation of Marijuana*: Colorado Municipal League Annual Seminar on Municipal Law (October 2017).

C. Hoffmann, *Survey of Municipal Law*, Colorado Municipal League Annual Seminar on Municipal Law (October 2012).

C. Hoffmann, *Special Issues in Eminent Domain*, Colorado Municipal League Seminar on Municipal Law (October 2011).

C. Hoffmann, *Medical Marijuana: Issues to Consider Regarding Local Control*, Colorado Municipal League Annual Conference (June 2010).

K. Carberry, *Redistricting – A Municipal Perspective*, Colorado Municipalities (Vol. 88, No. 1, February 2012) and *The Colorado Lawyer* (Vol. 31, No. 2, February 2002).

K. Carberry, D. Atencio and A. McGihon, *Colorado Election Law Update* (published by the National Business Institute, July 2001).

P. Wilson, *Eminent Domain Law in Colorado*, *The Colorado Lawyer* (Vol. 35, Nos. 9 and 11, 2006);

P. Wilson and J. Sperber, *Blazing a Trail: Condemning Ways of Necessity in the New West*, Current condemnation Law, American Bar Association (2006);

P. Wilson and C. Price, *Local government Sales and Use Taxes*, *The Colorado Lawyer*, (Vol. 40., No. 7, 2011)

In the area of continuing legal education, the firm's lawyers participate regularly in every Colorado Municipal League seminar on municipal law. Firm members have also received regional and national recognition for their expertise through several speaking invitations. The many addresses given by the firm's lawyers include the following:

K. Carberry, C. Hoffmann, Annual Survey of Municipal Law, Colorado Municipal League Annual Seminar on Municipal Law (October 2018).

K. Carberry, Colorado Open Meetings Law and Local Public Bodies, Colorado Freedom of Information Coalition Conference - "Sunshine in Your Pocket" (April 2018).

K. Carberry, W. Weigler, S. Hardy, C. Rutz, The Short-Term Rental Conundrum, American Bar Association Spring Symposia (April 2017).

K. Carberry, K. Kelly and G. Wilson, *Privileges Under the Colorado Open Records Act*, Colorado Municipal League Annual Seminar on Municipal Law (October 2015).

K. Carberry, G. Wilson and S. Roy, *Open Meetings & Open Records – 10 Tough Questions*, Colorado Municipal League Annual Conference (June 2013).

K. Carberry, C. Hoffmann and T. Haas-Davidson, *Counties: Love the One(s) You're With*, Colorado Municipal League Annual Conference (June 2013).

K. Carberry, R. Gregory, B. Ortiz and V. Matheson, *Wild Urbanism – Coyotes, Prairie Dogs and Chicken Coops*, Colorado Municipal League Annual Conference (June 2010).

K. Carberry, S. Light and K. Aviles, *Revenue Sharing Perks and Pitfalls – Yes it Can Work!*, Colorado Municipal League Annual Conference (June 2009).

K. Carberry and J. Parker, *Residential Door-to-Door Solicitation*, Colorado Municipal League Annual Seminar on Municipal Law (October 2007).

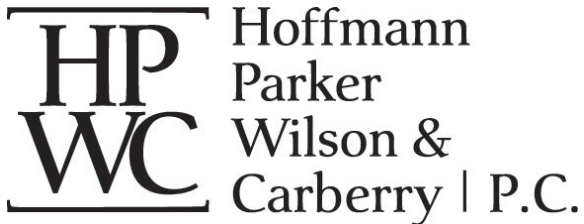
K. Carberry, *Legislative Redistricting at the State and Local Levels: Implications for Municipalities*, Colorado Municipal League Annual Seminar on Municipal Law (October 2001).

A. Flanagan, E. LeBuhn, *The Long and Short of Short-Term Rentals*, Colorado Lawyer (May 2023)

A. Flanagan, T. Curtis, S. Sommer, E. Garvin, *Planning, Law and Science Come Together to Save the World*, American Planning Association Colorado Chapter Conference (October 2020)

A. Flanagan, *Collaborating for a Greener Future: How Colorado Encourages Better Energy Decisions*, Getches-Wilkinson Center for Natural Resources, Energy, and the Environment (2018)

A. Flanagan, *Banning Plastic: A Local Effort*. Getches-Wilkinson Center for Natural Resources, Energy, and the Environment (2018)



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Jefferson H. Parker
M. Patrick Wilson
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Amanda L. Bruning

Of Counsel
J. Matthew Mire
Daniel P. Harvey
Austin P. Flanagan

RÉSUMÉ OF KENDRA L. CARBERRY

CURRENT POSITIONS:

Town Attorney, Town of Superior (2005-present)
Town Attorney, Town of Platteville (2013-present)
Liquor and Marijuana Licensing Hearing Officer, City of Golden (2010-present)
Liquor and Marijuana Licensing Hearing Officer, Town of Dillon (2014-present)
Liquor and Marijuana Licensing Hearing Officer, City of Aurora (2017-present)
Liquor Hearing Officer, City of Steamboat Springs (2024-present)
Liquor Hearing Officer, City of Sheridan (2025-present)
Tax Hearing Officer, City and County of Denver (2011-present)
Tax Hearing Officer, City of Aurora (2011-present)
Tax Hearing Officer, City of Englewood (2017-present)
Campaign Finance Hearing Officer, City of Lakewood (2012-present)
Campaign Finance Hearing Officer, City of Steamboat Springs (2024-present)
Council Policy Magistrate, City of Commerce City (2025-present)
Employment Hearing Officer, City of Thornton (2024-present)
General Counsel, Alameda Water & Sanitation District (2005-present)
General Counsel, Superior Urban Renewal Authority (2005-present)
General Counsel, Superior Metropolitan District No. 1 (2007-present)
General Counsel, Superior/McCaslin Metropolitan Interchange District (2007-present)
General Counsel, Vail Reinvestment Authority (2008-present)
General Counsel, Health Services District of Northern Larimer County (2011-present)

General Counsel, Northeast Colorado Health Department (2014-present)
General Counsel, Town of Erie Urban Renewal Authority (2018-present)
General Counsel, Leadville-Lake County Housing Authority (2022-present)
Special Counsel, Town of Vail (2006-present)
Special Counsel, City of Englewood (2014-present)
Special Counsel, Town of Erie (2025-present)

PRIOR POSITIONS:

City Attorney, Cities of Greenwood Village, Edgewater and Victor
Town Attorney, Towns of Winter Park, Silverthorne, Watkins, Montezuma, Bow Mar, Mountain View and Erie
County Attorney, Morgan County
General Counsel, North Front Range Metropolitan Planning Organization
General Counsel, Edgewater Redevelopment Authority, Hudson Fire Protection District
General Counsel, Foothills Animal Shelter
General Counsel, Brighton Urban Renewal Authority
Special Counsel, Cities of Littleton, Colorado Springs, Thornton, Aurora, Golden, Longmont
Special Counsel, Upper Black Squirrel Groundwater Management District
Special Counsel, Denver Public Schools ProComp Trust
Special Counsel, El Paso County Clerk and Recorder
Special Counsel, Colorado Springs Ethics Commission
Special Counsel, Town of Eagle (2018-2025)
Land Use Hearing Officer, City of Fort Collins
Employment Hearing Officer, Boulder County
Concessionaire Hearing Officer, Denver International Airport
Municipal Prosecutor, Towns of Mountain View and Alma, Cities of Greenwood Village, Black Hawk and Sheridan
Law Clerk to the Honorable Michael C. Villano, Jefferson County District Court
Special Assistant County Attorney, Jefferson County Attorney's Office

PUBLICATIONS AND PRESENTATIONS:

K. Carberry, C. Hoffmann, *Annual Survey of Municipal Law*, Colorado Municipal League Annual Seminar on Municipal Law (October 2018)
K. Carberry, *Colorado Open Meetings Law and Local Public Bodies*, Colorado Freedom of Information Coalition Conference - "Sunshine in Your Pocket" (April 2018)
K. Carberry, W. Weigler, S. Hardy, C. Rutz, *The Short-Term Rental Conundrum*, American Bar Association Spring Symposia (April 2017)

K. Carberry, K. Kelly, G. Wilson, *Privileges Under the Colorado Open Records Act*, Colorado Municipal League Annual Seminar on Municipal Law (October 2015)

K. Carberry, R. Cole, T. Cox, *Flood, Sweat & Tears, The Role of the Municipal Attorney in a Local Disaster*, Colorado Municipal League Annual Conference (June 2014)

K. Carberry, G. Wilson, S. Roy, *Open Meetings & Open Records – 10 Tough Questions*, Colorado Municipal League Annual Conference (June 2013)

K. Carberry, C. Hoffmann, T. Haas-Davidson, *Counties: Love the One(s) You're With*, Colorado Municipal League Annual Conference (June 2013)

K. Carberry, *Redistricting – A Municipal Perspective*, Colorado Municipalities (Vol. 88, No. 1, February 2012)

K. Carberry, *Rules of the Game – When a Municipal Clerk Acts in a Quasi-Judicial Capacity*, Colorado Municipal Clerks' Association Annual Conference (November 2010)

K. Carberry, R. Gregory, B. Ortiz, V. Matheson, *Wild Urbanism – Coyotes, Prairie Dogs and Chicken Coops*, Colorado Municipal League Annual Conference (June 2010)

K. Carberry, S. Light, K. Aviles, *Revenue Sharing Perks and Pitfalls – Yes it Can Work!*, Colorado Municipal League Annual Conference (June 2009)

K. Carberry, J. Parker, *Residential Door-to-Door Solicitation*, Colorado Municipal League Annual Seminar on Municipal Law (October 2007)

K. Carberry, K. Harrington, *Top Ten Reasons to Hate the Colorado Open Records Act and the Colorado Open Meetings Law*, Colorado Municipal League Annual Conference (June 2005)

K. Carberry, *Redistricting: A Municipal Perspective*, The Colorado Lawyer (Vol. 31, No. 2, February 2002)

K. Carberry, D. Atencio, A. McGihon, *Colorado Election Law Update* (published by the National Business Institute, July 2001)

PROFESSIONAL ASSOCIATIONS AND POSITIONS:

Chair, Colorado Municipal League Attorneys' Section, 2012-2013

Vice-Chair, Colorado Municipal League Attorneys' Section, 2011-2012

Member, Denver and Colorado Bar Associations

Member, Bar of the United States Supreme Court

Member, Colorado Municipal League Interjurisdictional Election Committee

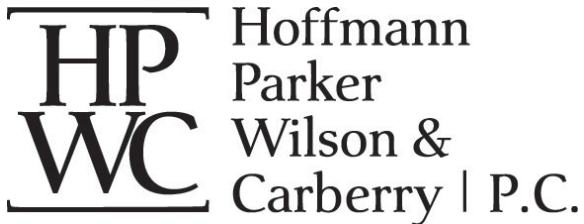
EDUCATION:

J.D., University of Colorado School of Law, Boulder, CO, 1994

Bureau of National Affairs Award, Dean's List

Associate Editor, University of Colorado Law Review

B.A., English Literature, University of Virginia, Charlottesville, VA, 1991



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Tatiana A. Follett
Amanda L. Bruning

Of Counsel
J. Matthew Mire
Daniel P. Harvey
Austin P. Flanagan

RÉSUMÉ OF KATHRYN M. SELLARS

POSITIONS:

Partner (2024-Present), Of Counsel (2018-2023), Associate (2015-2017), Hoffmann, Parker, Wilson & Carberry, P.C., Denver, Colorado

Responsible for advising client municipalities, counties and special districts on various matters, including without limitation land use and zoning, real estate, constitutional law, employment, licensing, open meeting and open records, TABOR, and drafting ordinances, resolutions and contracts.

Currently serving as:

- City Attorney, City of Cañon City
- City Attorney, City of Yuma
- City Attorney, City of Rocky Ford
- County Attorney, Morgan County
- County Attorney, Washington County
- County Attorney, Crowley County
- General Counsel, Wiggins Rural Fire Protection District
- General Counsel, Limon Area Fire Protection District
- General Counsel, Strasburg Fire Protection District No. 8
- General Counsel, North Front Range Metropolitan Planning Commission
- Town Attorney, Town of Montezuma
- Town Attorney, Town of Stratton
- General Counsel, St. Charles Mesa Sanitation District
- General Counsel, Cañon City Area for Reinvestment Expansion
- Special Counsel, Colorado Rural Water Association

Shareholder, Masters & Sellars, P.C. (2012-2014), Associate Attorney, The Masters Law Firm, P.C. (2007-2012), Montrose, Colorado

Responsible for advising client municipalities and counties on various matters, including but not limited to, land use, real estate, contracts, constitutional law, employment, licensing, open meeting and open records, water, and litigation representation. Responsible for advising individuals and businesses in a variety of matters, including without limitation business organization and governance, employment, real estate, land use, contract, personal injury, medical and legal malpractice, behavioral health, HIPAA, and litigation representation.

Associate Attorney, Law Office of Brent A. Martin/Martin & Kidnay, LLC (2006-2007), Montrose, Colorado

Responsible for advising individuals in various matters, including criminal, domestic relations, personal injury, contracts, and real estate.

PROFESSIONAL ASSOCIATIONS AND POSITIONS:

Admitted to practice: Colorado
United States District Court for the District of Colorado
New York
U.S. Supreme Court

CBA/DBA Joint Management Committee (2014-2015), Seventh Judicial District Bar Association (Member, 2006-2015, President, 2007-2010), Colorado Bar Association (2005-Present), Professionalism Committee (2009-2010), CBA President Nominating Committee (2008-2009), Seventh Judicial District Bar Association Representative, CBA Board of Governors (2008-2010), CBA Economic Task Force (2009), CBA Executive Council (2009-2010), 2009 Cobalt Class, Colorado Bar Foundation (2009-present), New York State Bar Association (2007-2009), American Bar Association (2008-2014).

PRESENTATIONS:

When Things So South; Navigating Client Conflict as a Municipal Attorney, Colorado Municipal League Annual Seminar on Municipal Law, October 2023.

Attorneys' Guide to Local Governmental Law, National Business Institute, November 2016.

Land Use Law, Current Issues in Subdivision, Annexation and Zoning: Take a Comprehensive Look at Land Use Law, National Business Institute, March 2015.

What You Need to Know about Public Records and Open Meetings in Colorado, Case Law and Legislative Update on Open Meetings and Public Records Law, Lorman Education Services, May 2014.

EDUCATION:

University of San Diego Law School, San Diego, California (J.D., 2004)

Tulane University, New Orleans, Louisiana (B.A., History, 1999)



DIETZE AND DAVIS, P.C.
ATTORNEYS AT LAW

Serving the West from Boulder since 1972

Robyn W. Kube
Karl F. Kumli, III*†
Carmen S. Danielson
Renée Ezer*
Stephen A. Closky
Tucker M. Katz
Mark D. Detsky
William A. Rogers, III
Joshua E. Anderson
Jennifer L. Lorenz
Gabriella Stockmayer
Carolyn R. Steffl
Nathan A. Klotz

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*Christina M. Gonsalves
**Matthew C. Nadel

Of Counsel:
Joel C. Maguire
Star L. Waring
Nicholas G. Muller

*Also admitted in California
†Also admitted in New Mexico
**Also admitted in Wyoming

Peter C. Dietze 1934-2019
Joel C. Davis 1936-2013

January 8th, 2026

Chris Kirk, Town Administrator
Town of Berthoud, Colorado
Via Email

Re: Response to Request for Proposals; Town Attorney Services the Town of Berthoud

Dear Chris Kirk and Members of Town Council:

This letter and attachments are in response to the Request for Proposals for Town Attorney Services for the Town of Berthoud. This response is timely, as we are submitting it on January 8, 2026.

1. Complete contact information:

Karl F. Kumli, III, Esq.
Dietze and Davis, P.C.
2060 Broadway, Suite 400
Boulder, CO 80302-5282
Office: (303) 447-1375
Cell: (303) 898-7350
karlk@dietzedavis.com

2. Firm Qualifications & Experience

We strongly believe that our firm's long and deep experience in local government matters statewide, extensive practice before courts and agencies across the state, as well as experience in most areas of legal practice which you seek, makes this firm a strong candidate

for the position of Town Attorney for Berthoud. I would be the lead counsel for this engagement and would propose to use attorneys in this firm with the requisite experience and training to provide all legal services sought by the Town other than those matters outside our competence.

Since its formation in 1972, Dietze and Davis, P.C. has provided legal services to individuals, businesses, and public entities from its offices in downtown Boulder. Our team of attorneys is available to handle matters throughout the State of Colorado and has performed legal and appellate work around the country. We have a strong tradition of participation in vital community organizations and institutions. We are committed to providing top quality legal services as efficiently and inexpensively as possible. We make a point of getting to know our clients' needs, businesses, and goals, so that we can represent them with the utmost efficiency and competence. To strive for the best service possible, we encourage a cooperative effort by our attorneys, paralegals, and professional staff on behalf of each client. We pride ourselves in responding to our client's legal needs with promptness, and representing our clients' interests competently, aggressively and professionally.

Dietze and Davis, P.C. provides services in a broad range of practice areas, including Local Government, Business and Corporate, Employment and Civil Rights, Contracts, Real Property Law, General Civil and Real Estate Litigation, and Public Utilities, Energy and Water Law. The attorneys of Dietze and Davis, P.C. have been recognized for their outstanding achievements and expertise by the Colorado and Boulder bar associations. The Firm's attorneys frequently speak locally and regionally on a wide-range of topics relating to the Firm's legal expertise. Our attorneys are active members of the Boulder County Bar Association and of numerous other business, legal and community-based groups.

3. Relevant Legal Expertise

- A. **Municipal Law**: Mr. Kumli is general counsel to Pueblo West Metropolitan District. Mr. Kumli has also served as special counsel to a wide range of Colorado municipalities on electric generation and franchise issues. Mr. Kumli was named as a special assistant attorney general to the University of Colorado in the City of Boulder's attempt to municipalize Xcel's electric franchise. Ms. Steffl currently represents several municipalities as general counsel. Both Ms. Steffl and Mr. Kumli have many years of experience with CORA, Open Meetings Law, drafting resolutions and ordinances, advising Boards and a wide range of substantive areas of law.
- B. **Land Use Law**: In 2020 Mr. Kumli successfully represented homeowners in litigation to force Boulder County to abandon plans for development of land as a compost factory, which had been acquired as conservation lands. Ms. Kube has decades of experience in land use and planning matters, including federal court litigation in Western Colorado. Ms. Kube works on transmission corridor access issues, and Mr. Kumli is presently involved

in rulemaking proceedings before CoPUC regarding Tribal issues for utility siting. Mr. Detsky and Ms. Stockmayer, have significant experience on renewable energy siting and project development. Mr. Kumli has licensed or exempted dozens of hydroelectric projects nationwide (with associated transmission issues), which include a host of fish, wildlife, and land use issues.

- C. Real Estate Law: Mr. Kumli, Ms. Kube and Ms. Stockmayer have the greatest experience in this area. Mr. Kumli's work with Pueblo West Metro District includes significant, weekly experience in conveyancing and easement law. Ms. Kube and Ms. Stockmayer have very significant experience in real estate litigation. Mr. Kumli and Ms. Kube are also well-versed in real estate title law.

- D. Public Utility Law: Mr. Kumli, Mr. Detsky and Ms. Stockmayer all maintain active practices before the Colorado Public Utilities Commission and the Federal Energy Regulatory Commission. We have represented clients in a number of states and from coast to coast in these matters. I have been involved in electric utilities law since the passage of the Public Utilities Regulatory Policy Act of 1978 (PURPA), and litigation arising from the compelled purchase provisions of PURPA. We have been involved in every phase of Colorado Public Utilities Commission regulation of electric utilities, including resource planning and acquisition, siting, transmission, power purchase agreements, rate making (both phase 1 and phase 2), cost center allocation, treatment of gain on sale, rulemaking and adjudication.

4. Primary Individuals and Team Members:

Lead General Counsel:

Karl F. Kumli III, Shareholder and Vice President. Karl has an extensive history of working as special counsel for municipalities and special districts in Colorado, and beyond, for more than thirty years. He has served as Special Counsel to the City of Aspen, City of Boulder, the University of Colorado, City of Pueblo, Upper Yampa Water Conservancy District, City of Trinidad, Ute Water Conservancy District, Orchard Mesa Irrigation District and the Colorado River Water Conservation District and the Pueblo West Metropolitan District. *See attached resume.*

Associate Attorney:

Rebekah Townsend is an attorney in the firm's Energy and Water practice group. She joined the firm after serving at the National Renewable Energy Laboratory and externing at the Boulder County Justice Center. Her interest and knowledge of municipal matters will provide assistance on items for the Town.

5. Approach to Service Delivery

Our goal is to provide outstanding legal services to the Town in the most cost-effective manner. Karl Kumli draws on over forty-five years of experience representing public entities, to quickly and efficiently answer legal questions and identify solutions to problems as they arise. In addition to his work for the Town, Karl serves as Special Counsel for the Pueblo West Metropolitan District and Holy Cross Energy (an electric cooperative association).

In addition, Karl is joined by partners who focus on a number of areas of law that may impact the Town. When legal issues arise, these attorneys can provide legal advice to the Town without needing outside counsel. In particular, Carolyn Steffl focuses on municipal and special district law, Carmen Danielson and Jennifer Lorenz focus on employment law, Robyn Kube focuses on real estate law and litigation, Bill Rogers focuses on civil litigation, and Karl Kumli, Gabriella Stockmayer, and Mark Detsky focus on water law and energy law.

We believe in developing a close relationship with the Town Council, managers, engineers and staff and working collaboratively to meet your needs. In particular, the Town is growing at break-neck speed, and Karl's experience with metropolitan districts, land use planning and development and public financing will be helpful in ensuring that the Town develops in a thoughtful manner, consistent with the goals of the Town Council.

It is our strong preference to attend Board meetings in person. This belief is born of our experience with many public entities. We also believe that in-person attendance fosters good communication and better working relationships with the Board and Staff. We also recognize the importance and convenience of virtual meetings or conference calls on an as needed basis.

6. Conflicts of Interest:

Our firm takes conflict of interest matters very seriously. Our ensures that a conflict check is sent out to all employees of the firm when a new client is brought on, the firm then performs a conflict check across all attorneys and clients. A list of active clients includes:

- Colorado River Water Conservation District (CoPUC, FERC) Water Division 5
- Pueblo West Metropolitan District (water, wastewater, fire, parks and recreation).
- Wagon Wheel Associates (FERC - Water Division 3)
- Colorado Independent Energy Association (CoPUC, FERC)
- Energy Outreach Colorado (CoPUC)
- Ute Mountain Ute Indian Tribe (FERC and CoPUC)
- Town of Timnath (general counsel)
- Town of Windsor (special counsel)
- Town of Johnstown (special counsel)
- Highland Estates Metro District (quasi-municipal)

- Holy Cross Energy Association (General Counsel)
- Other matters as set out in individual attorneys' curricula vitae

As we identify other potential conflicts of interest we will promptly disclose them to the Town. At this time we know of no conflicts of interest which would preclude our representation of the Berthoud as Town Attorney.

7. Fee Structure

- Karl F. Kumli, \$325 per hour
- Rebekah A. Townsend, \$240 per hour
- Bridgett Royer and other paralegals, \$125 per hour
- Fees for other attorneys in the office range from \$200 to \$500 per hour. We adjust fees on an annual basis. We only bill for half of the drive time to and from regular Town Council meetings.

8. Client References

At least three municipal clients (current or past), preferably in Colorado.

Mr. Christian Heyn
District Manager
Pueblo West Metropolitan District
56 S. McCulloch Blvd
Pueblo West, CO 81007
719-547-2000

Mr. Bryan Hannegan, President and CEO
Holy Cross Energy
3799 HWY 82 • P.O. Box 2150,
Glenwood Springs, CO 81602-2150
PHONE: 970-945-5402

Nicki Green, Esq.
General Counsel
Ute Mountain Ute Tribe
125 Mike Wash Rd.
Towaoc, CO 81334.

...

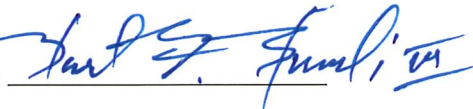
We believe our firm to be an excellent fit with Berthoud for the role of Town Attorney. We believe we have the subject matter expertise and many years of experience to bring to our

representation of the Town and we look forward to competing for the position. Kindly express our thanks to the Board of Directors for their time and thoughtfulness in crafting the RFP.

Please do not hesitate to contact me directly with any questions or further inquiries.

Sincerely,

DIETZE AND DAVIS, P.C.

By: 

Karl F. Kumli, III

Shareholder/Vice President

Attachments: Curricula Vitae for
Karl F. Kumli, III
Rebekah Townsend



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Gabriella Stockmayer
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Nathan A. Klotz
K.C. Cunilio
*Christina Gonsalves

Of Counsel:
Joel C. Maguire
Star L. Waring
Nicholas G. Muller

Peter C. Dietze 1934-2019
Joel C. Davis 1936-2013

*Also admitted in California
†Also admitted in New Mexico

KARL F. KUMLI, III **Curriculum Vitae**

Practice: Water, Energy, Public Utilities, Public Entity, Public Lands, Real Estate, Conservation Easement and Cultural Resource Law. Karl is in his 44th year of practice.

Experience: 1997-present: **Shareholder; Energy and Water Law Practice Group - Dietze and Davis, P.C.** Mr. Kumli's practice emphasizes water law transactions and litigation, public utilities (electricity, natural gas and water), water rights, water rights title, water quality, public lands, real estate, conservation easement and cultural resources law. Clients have included the State of Colorado, counties, municipalities, special districts, ditch companies, private associations, corporations, First Nations, ranches and individuals. Practice is before all Colorado and California, Courts, Colorado Division of Water Resources, other federal and state regulatory commissions, including the Colorado Public Utilities Commission, and the Federal Energy Regulatory Commission, as well as the Colorado Water Courts, United States Forest Service, Bureau of Land Management and Bureau of Reclamation. Particular practice emphasis is on energy project development, water portfolio acquisition and development, public land law, real estate, and cultural resource law. Karl also has an active public entity practice, working on behalf of special districts and municipalities across Colorado, as well as Tribes across the American Southwest..

Mr. Kumli has represented and counseled clients in development of renewable energy projects from Hawaii to Maine, New York, the Carolinas and throughout the American West, including California, Washington, Colorado, New Mexico, Arizona, Wyoming and Utah. He was lead counsel on the acquisition of Barker Reservoir and appurtenances (Boulder Canyon Hydroelectric Project (FERC Project P-1005)) by the City of Boulder, Colorado, from Public Service Company of Colorado. That transaction was the first sale/divestiture of an operational generation asset and water rights by an investor-owned public utility in Colorado. He has represented a municipal

natural gas utility in litigation and restructuring of its natural gas acquisition portfolio. Mr. Kumli has represented clients in over 40% of all proceedings involving FERC licensed, exempted, or permitted hydroelectric projects in Colorado. He has been counsel of record in dozens of cases, covering a wide variety of issues before public utilities commissions, including resource planning, rulemaking, CPCN proceedings, rate making, cost adjustments and many other dockets. He has negotiated power purchase and interconnection agreements, land use matters, a wide variety of real estate acquisitions, franchise negotiations, and has handled litigation to enforce rights of power purchase contracting parties, including ownership of environmental attributes of energy projects.

Karl's water practice began during law school with a fellowship in the Washington, D.C. office of Congressman Harold T. Johnson (CA-1), where he handled matters involving water project development, particularly the California Central Valley Project, which makes water available for California agriculture. Karl also worked summers in the Central Valley of California as an agricultural laborer while in high school and college. After relocating to Colorado in 1981, Karl practiced water rights law with a particular emphasis on water rights transactions, both separate from, and in conjunction with, real estate transfers. Karl developed part of his practice to include water rights title matters and has conducted title examinations across the State of Colorado, including investigations of title to both surface and groundwater rights. Karl has conducted water title investigations for high value properties, including ranches and public water infrastructure.

1989 - 1997 **Member (Partner) - Krassa, Kumli & Madsen, LLC** (formerly Krassa, Lindholm, Kumli & Madsen, now organized as Krassa & Miller, LLC). Practice emphasized water law, hydroelectric licensing, public utilities, environmental law, and real property matters. Practice particularly emphasized real estate and water rights sales transactions. Practice was before district courts, water courts, federal, state, and local boards and commissions, particularly including the Federal Energy Regulatory Commission and the Colorado Public Utilities Commission.

1983 - 1988 **Private Law Practice** - Boulder, Colorado. Practice emphasized natural resource and real property law, including water right application and litigation, real estate development and conveyancing, water quality practice, oil & gas law, mined land reclamation law, quiet title suits, hydroelectric licensing and administrative law. Practice was before appellate courts, district courts, water courts, Colorado Mined Land Reclamation Board, Colorado Water Quality Control Commission, Federal Energy Regulatory Commission and other courts and agencies.

1981 - 1983 **Associate Attorney - Moses, Wittenmyer, Harrison and Woodruff, P.C.**, Boulder, Colorado. Practice was in water rights and water quality matters, federal hydroelectric licensing, oil and gas law. Mr. Kumli represented clients before the Federal Energy Regulatory Commission, Colorado Water Court, and the Colorado Water Quality Control Commission.

1980 - 1981 **Law Clerk - Pacific Legal Foundation, Sacramento, California.** Work included research and writing on federal and state energy, environmental and agricultural law matters.

1980 **Law Clerk - McCarty, Noone & Williams** (subsumed into Holland & Knight, LLP), Washington, D.C. Work included research and writing on federal administrative law and involved extensive dealings with the Federal Energy Regulatory Commission, U.S. Department of Energy, and the U.S. Department of Interior.

1979 **Lyndon B. Johnson Fellowship/Internship, United States House of Representatives** - Washington, D.C. Office of Congressman Harold T. ("Bizz") Johnson (D), First Congressional District (Calif.) - Chairman of the U. S. House Committee on Public Works and Transportation (now U. S. House Committee on Transportation and Infrastructure). Work included briefing Congressman Johnson on voting. Mr. Kumli testified on behalf of Congressman Johnson on several occasions before subcommittees of the U.S. House of Representatives regarding public lands issues under the jurisdiction of the U.S. Forest Service and Bureau of Land Management, as well as work on the California Central Valley Project administered by the Bureau of Reclamation. This paid internship existed from 1973 until 1994 under terms of U.S. House Resolution 420.

Faculty Appointment: University of Denver, Sturm School of Law, Denver, Colorado. Adjunct Professor of Water Law (Fall Semester, 2020 and Fall Semester 2025). Mr. Kumli served as an adjunct professor in the upper division Water Law course at the Sturm School of Law. This survey course was open to 2L, 3L and LLM students. Mr. Kumli presented a series of approximately 28 lectures with complete PowerPoint presentations for a class of approximately 35 upper division law students. The class utilized Tarlock, A. Dan, et al. *Water Resource Management*, Eighth Edition, Foundation Press, St. Paul, MN (2025) as the text for required readings and case law.

Select current and past public and private entity clients include:

- City of Aspen, Colorado; City of Boulder, Colorado;
- University of Colorado¹; City of Pueblo, Colorado;
- Colorado Independent Energy Association;
- Upper Yampa Water Conservancy District;
- Longview Energy Exchange (Arizona);
- Pagosa Land Company; Telluride Energy; Pueblo West Metropolitan District
- City of Trinidad, Colorado; Pueblo West Metropolitan District, Colorado;
- Western Colorado Power Company; Ute Water Conservancy District;
- Orchard Mesa Irrigation District; Grand Valley Water Users Association;

¹ Designated as Special Attorney General for the State of Colorado, 2015-2020.

- City of Longmont, Colorado; Pueblo Board of Water Works;
- Greybull Valley Irrigation District (Wyoming);
- JUWI Americas (Germany); Percheron Power, LLC (Washington);
- Colorado River Water Conservation District;
- Gravity Renewables (New York, Rhode Island, and the Eastern United States);
- Dry Creek #2 Ditch Company; and The Jicarilla Apache Nation (New Mexico);
- Ute Mountain Ute Tribe (Colorado and New Mexico);
- Pueblo West Metropolitan District (general counsel - current); and
- Holy Cross Electric Association, Inc. (general counsel - current).

Attorney ratings (current):

- Martindale.com® Peer Review Rated 5.0/5.0 AV Preeminent Attorney rating - Judicial Edition 2025 (highest rating) as of January 1, 2026;

Awards, Service and Honors:

University of Denver, Sturm College of Law, Water Law Review Advisory Board: (2022-present) This board advises and supports the Water Law Review at the law school.

Bar Foundations: Inducted as a Fellow of the Colorado Bar Foundation (2009); and as a Fellow of the Boulder County Bar Foundation (2007).

Colorado Bar Association Leadership Training (COBALT) Fellowship, (2007-08). Admission to this annual state bar leadership program was by competitive application.

Bighorn Foundation, Public Policy Fellow (now Colorado Institute for Public Policy at Colorado State University): Fellowship for Sustainable Development (Energy, Water, Transportation and Land Use), (2005). Admission to this intensive six-month political and policy program was by competitive application.

City of Boulder: Award: “In Appreciation of Securing Boulder’s Water Supply Through the Purchase of Barker Reservoir Facilities” (March 2001).

EcoCycle of Boulder: Award for Outstanding Voluntary Legal Service, (1986).

Education:

University of the Pacific, McGeorge School of Law, Sacramento, California: degree of Juris Doctor, (1981). Outstanding Oral Advocacy Award for Moot Court. Curriculum included courses on water, oil and gas, and mining law under Professor Frank J. Trelease.

Stanford University, Stanford, California, Bachelor of Arts, (1978), Political Science. Honors program in Chemistry. Karl conducted independent research in the field of organic chemistry of natural products (identification and determination of the stereochemistry of carotenoid chromophores linked to tetrodotoxin-bearing fish and amphibians) as a member of the research group directed by Professor Harry Stone Mosher (1976-78).

Reported Cases:

Colorado Supreme Court:

ISG, LLC v. Arkansas Valley Ditch Association, 120 P.3d 724 (Colo. 2005)

City of Boulder v. Colorado Public Utilities Commission, 996 P.2d 1270 (Colo. 2000)

Crystal Lakes Water and Sewer Association v. Backlund, 908 P.2d 534 (Colo. 1996)

Simpson v. Yale Investments, Inc., 886 P.2d 689 (Colo. 1994)

Public Service Co. of Colorado v. Willows Water District, 856 P.2d 829 (Colo. 1993)

Colorado Court of Appeals:

Town of Parker v. Colorado Division of Parks and Outdoor Recreation, 860 P.2d 584 (Colo. App. 1993).

Recent Public Presentations:

In addition to teaching at the University of Denver, Sturm School of Law, Mr. Kumli is a regular lecturer to business and law school classes, continuing legal education classes, real estate broker

continuing education classes, trade associations and technical conferences. Public presentations over the past ten years include:

Colorado Water Law for Real Estate Professionals (This course has been approved for 2 hours of real estate broker continuing education (CE) credit as an in-person classroom course by the Colorado Division of Real Estate, Office of Broker Continuing Education, accredited 1/4/2023 through 1/4/2026.)

Waters of the United States (WOTUS) Updates You Need to Know Now (National Business Institute, Inc. Program No.95282). Nationally broadcast live legal education webinar September 29, 2022.

Advanced Land Use and Zoning Issues (National Business Institute, Inc., Program No. 92355) Recorded May 31, 2022 for broadcast June 30, 2022. Mr. Kumli lectured on selected water-related topics for this nationally broadcast legal education webinar.

Mastering the Basics of Water Law (National Business Institute, Inc., Program No. 86459) Recorded August 21, 2020 for broadcast September 16, 2020. Mr. Kumli lectured on *Examining the Prior Appropriation Doctrine*; and *Ethics Issues in Water Law* as part of this 7.0 unit legal continuing education class. The program was reprised in 2022.

Water Right Transactions (part of *Water Rights in Colorado*): National Business Institute, Denver, Colorado; May 3, 2018. This continuing legal education lecture explained the goals, problems, pitfalls, and solutions in a variety of Colorado water rights transactions and title investigations, including groundwater, surface water and integrated systems. This lecture was reprised in July, 2019.

PURPA Problems: Switch~9 Conference, Association of Energy Service Professionals, Boulder, Colorado, October 27, 2016. This Pecha Kucha presentation to an audience of 200 energy industry professionals highlighted the current state of application and litigation over provisions of the Public Utility Regulatory Policy Act.

Water Rights Title Law (with Star L. Waring): National Business Institute; webinar recorded August 4, 2015; Eau Claire, WI, and broadcast September 3, 2015. This nationally broadcast legal education webinar is a comprehensive continuing education class, accredited in 46 states and two United States territories for up to 8 credit hours. The course is a comprehensive review of the law of water rights title and examination in the Western United States.

Prior Appropriation Water Rights: Start to Finish (with Star L. Waring): National Business Institute recorded February 3-4, 2014; broadcast March 4, 2014. This nationally broadcast legal education webinar is a comprehensive continuing education class, accredited in 46 states and two United States territories for up to 8 credit hours. The course is a comprehensive review of the water law of the Western United States and includes Basic Concepts of Prior Appropriation Water Law, Easements and Rights of Way, Adjudication of Water Rights, Using Experts in Water Litigation, Water Distribution Organizations, Water Right Transactions, Water Rights Title Investigation and Closings, and Ethics and Water Law.

Water Falling Up; Developments for Colorado Hydroelectric Projects: Ditch and Reservoir Company Alliance (DARCA) of Colorado, February 27, 2014.

Water Rights Transactions; National Business Institute; continuing legal education lecture at Aurora, Colorado, July 17, 2013.

Admissions and Memberships:

- Admitted to the practice of law in California (1981), Colorado (1982) and New Mexico (2019 – presently inactive); before the United States Supreme Court (1995); U.S. Courts of Appeals for the District of Columbia (1982) and Tenth Circuits (1984); U.S. District Courts for the District of Colorado (1982) and Eastern District of California (1987); Courts of the Jicarilla Apache Nation, New Mexico (2015).
- Member of the State Bar of California; State Bar of New Mexico; Colorado Bar Association [Section on Energy and Natural Resources, Executive Council (2014-2020, Chair 2017-18)]; Boulder County Bar Association (Section on Natural Resources and Environmental Law, Co-Chair 1991-1992, Chair, 1992-1993 & 2004-05, Board of Directors 2005-2010).

Expert Witness Qualifications:

I. Mr. Kumli was qualified as an expert witness, testified in deposition and at trial on behalf of a private entity in District Court, San Miguel County, State of Colorado regarding matters of legal practice before the Federal Energy Regulatory Commission and aspects of electric industry regulation in Colorado. Testimony focused on the integration of federal hydropower jurisdiction and issues of Colorado water law. *Jacobson v. Town of Telluride*, District Court, San Miguel County, Colorado, (1998).

II. Mr. Kumli was qualified as an expert witness, testified in deposition and at trial on behalf of a public entity in Water Court, Water Division 4, State of Colorado regarding matters of legal practice before the Federal Energy Regulatory Commission and Colorado Public Utility Commission, including aspects of electric industry regulation in Colorado. Testimony focused on integration of federal jurisdiction, hydroelectric project development, power purchase agreements and the impact of those issues on questions of Colorado water law. The case went to the Colorado Supreme Court on appeal as *Bd. of County Comm'rs of County of Arapahoe v. Crystal Creek Homeowners' Assoc.*, 14 P.3d 325 (Colo. 2000).

III. Mr. Kumli was engaged as an expert witness and testified at deposition on behalf of a private party in Water Court, Water Division 5, State of Colorado regarding water right title matters in historic irrigation ditches in Pitkin County, Colorado. The case was resolved on summary judgment prior to trial. *Russell v. Vanderaa, et al.*, Case No. 19CW3103 (2020).

Leadership:

Legal Organizations:

- Colorado Bar Association: Denver, Colorado. Member, CBA Board of Governors (2011-2019); Member, CBA Nominating Committee (2012-2015); Member, Budget Committee (2012);
- Colorado Bar Association, Section on Natural Resources and Energy Law: Immediate Past Chair (2018-19); Chair (2017-2018), Vice-Chair (2016-2017), Treasurer (2015-2016) and Secretary (2014-2015). Served as Legislative Liaison for the Section (2019-2021).
- Boulder County Bar Association: Past President (June 2010-2011); President (June 2009 to June 2010); Vice-President (2008-09); Secretary-Treasurer (2007-08); Member, Board of Directors, (2005-2011).
- Boulder County Bar Association Professionalism Committee: Member (2013-present). This is an attorney peer referral organization to address issues involving unprofessional conduct by Boulder County attorneys, and which seeks to encourage professionalism and ethical attorney conduct.
- Boulder County Bar Foundation: Member, Board of Directors (two terms: 2012-2018); Grants Committee (2016-17). This organization is the charitable foundation for the Boulder County Bar Association.

Other Organizations:

- Crow Canyon Archaeological Center: Cortez, Colorado. Vice-Chair, Board of Trustees (2024 to present); Member: Board of Trustees (2003-2010, and again from January 2018 to present); Member of the Executive Committee (2005-2010, and again from April, 2018 to present); Chair of Governmental Affairs Committee (2005-2010, and again, beginning in April, 2018 to 2024); Ad hoc advisor to the President, (2011-2017). This organization seeks to empower present and future generations by making the human past accessible and relevant through archaeological research, experiential education, and American Indian knowledge. <https://www.crowcanyon.org/>
- History Colorado, Preservation Program Committee: Denver, Colorado. Inaugural Member (2022-2024).
- Colorado Preservation, Inc.: Denver, Colorado. Member, Board of Directors (three-year term 2015-2018) and Member of the Executive Committee (2016-2018). This organization exists

to promote historic preservation statewide through advocacy, education, outreach and preservation services to communities and individuals. <http://coloradopreservation.org/>

- Colorado State Historical Fund Advisory Council: Denver, Colorado. Member (2014-2020). Chair (2016-2020). This committee assists in determining the allocation of publicly derived grant moneys from the Colorado State Historical Fund. The State Historical Fund was created by the 1990 Colorado constitutional amendment which directs that a portion of the gaming tax revenues be used for historic preservation throughout the state. Funds are distributed through a competitive process focused on public benefit and community support. Grants vary in size, from a few hundred dollars to amounts in excess of \$250,000. In 2020, 30 years after the start of the State Historical Fund, a total of 4,743 grants have been awarded, contributing \$315,892,480, in all 64 Colorado counties.
- History Colorado Archaeology and Historic Preservation Council: Denver, Colorado. Member (2015-2021). This committee serves to review allocation of grant moneys by the State Historical Fund Advisory Council. It also reviews and assists in the implementation of regulations and policy for the Board of Directors of History Colorado.
- History Colorado (The State Historical Society of Colorado): Denver, Colorado. Member, Board of Directors (Term: Nov. 2014-July 2015), Collections Committee and Development Committee. Karl also served on the Solutions Task Force during the wrap-up of the organization as it existed prior to enactment of CO-2015SB225. This organization was both the non-profit organization which governed the Colorado History Museum, and was a Colorado state agency, which is now part of the Colorado Department of Higher Education.
- Authorized Service Provider: Mr. Kumli is also a listed authorized service provider as an attorney for cultural resources, historic preservation, and conservation easement law by History Colorado, since 2015. *Directory of Cultural Resource Professionals and Historic Preservation Service Specialists for Colorado, Publication 1502, Revised May 26, 2020.*
- Hilos Culturales, Inc.: Alamosa, Colorado. Member, Board of Directors (2013-present). The mission of this organization is to preserve and teach traditional Indio-Hispanic folk arts and regional traditions, and to ensure their continued vitality. <http://www.hilosculturales.org/>
- Sand Creek Massacre Foundation: Denver, Colorado. Member, initial Advisory Board (2020 – present). This organization is a “friends group” for the Sand Creek Massacre National Historic Site in Kiowa County, Colorado. <https://www.sandcreekmassacrefoundation.org/>
- EcoCycle, Inc.: Boulder, Colorado. Member, Board of Directors, (1984 – 87). This organization is one of the largest non-profit recyclers in the USA and has an international reputation as a pioneer and innovator in resource conservation and recycling.

Community Service:

Television: Creator and Program Host: *Law & Justice*, (2006-2010). This program was a joint production of Boulder Public Access Channel 8 and the Boulder County Bar Association. The program was a series of one-hour public education programs dealing with a wide variety of legal issues of interest to ordinary consumers of legal services.

Radio: Creator and Program Host, *Seolta Gael*, (1984-present). 1390 AM KGNU Denver, 88.5 FM KGNU, Boulder; <http://www.kgnu.org> . This weekly program presents Celtic music and culture, news and interviews. Member/Reporter: KGNU Radio News Staff (Colorado Broadcasters Association working press credential 2011-present). Karl was featured in an article by the Celtic Connection in 2008: <https://celticconnection.com/2008/11/02/celtic-airwaves-of-the-rockies-spotlight-kgnus-karl-kumli-king-of-keltic/>

Other:

- Federal Communications Commission (FCC) License: Karl also holds a lifetime third-class radiotelephone operator license, endorsed for basic broadcast, which was issued May 9, 1974. Call sign: RR00138412.
- Supervising Attorney for the Acequia Assistance Project: A joint venture of CU Law, the Getches-Wilkinson Center, Colorado Open Lands and the Sangre de Cristo Acequia Association (2013-2015).
- The Wilderness Society: Congressional Lobbying Team, Washington, D.C. on behalf of the National Landscape Conservation System and the NLCS National Monuments and special appropriations for Department of the Interior, (2006 and 2007).
- EcoCycle, Inc., Boulder, Colorado: Pro bono legal counsel (1982-1984).
- *Pro bono* counsel for non-English speakers, ongoing.

Other (Community):

- Stanford University OVAL Volunteer (conducting alumni interviews of prospective freshmen for Stanford University) 2010-2020 and 2022 to 2024.
- Boulder Valley School District: Boulder High School, Boulder, Colorado: Site Improvement Team (2005-2009), Governance Team (2000-2001); Centennial Middle School, Boulder, Colorado: Decision Making Team (1998-2000) and (2002-2005).

Cultural Resources, Archaeology and History of the American Southwest:

Presenter: *Preservation Law 101, A Survey of the Law of Historic Preservation in the United States with Emphasis on Colorado*, presented to the 19th Annual Saving Places Conference, Colorado Preservation, Inc., Denver, Colorado, February 5, 2016.

Author: *The Cebolleta Historic District*, a historical context study of a land grant community in Northwestern New Mexico. This 140-page paper was underwritten by a grant from the State of New Mexico, Office of Historic Preservation, Santa Fe, New Mexico; Grant No. 35-08-21736.03, (August, 2009). Cited with approval in Towner, Ronald H. (2016) *Early Navajo land use in northwestern New Mexico: Big Bead Mesa in regional perspective*, Journal of Field Archaeology. <http://dx.doi.org/10.1080/00934690.2015.1129254>, and other publications.

Presenter and lead author, with Douglas H. Boggess: *Contact and Conflict at Cebolleta, Cibola County New Mexico*, as part of a symposium entitled “Homeland, Frontier and Oil Patch: The Archaeology and History of the Dinétah,” Society for Historical Archaeology, Annual Meeting, Albuquerque, New Mexico, (January, 2008).

Site Steward: Seven Towers Pueblo, Parallel Wall House and adjacent ruins in Canyons of the Ancients National Monument, Montezuma County, Colorado (2004-2012).

Language Capability: Spanish (conversational)

Certification: American Heart Association Basic Life Support (CPR/AED) Issued January 2, 2021; renewal due January, 2023. Ecard Code: 215507855182.

Personal: Karl is married to Rhonda L. Duncan. He is the proud parent of two adult children: Anneka E. Kumli-Dole (Swampscott, MA) and Karl F. Kumli, IV, Esq. (Dover, NH). Karl and Rhonda are also proud guardians of two remarkable dogs, Mila, an Italian greyhound, and Lucie, a “pugahuahua” rescue.

S DANIEL RUBIN

Resume

WORK EXPERIENCE

*Associate Attorney
Dietze and Davis, P.C.*

*Boulder, CO
8/23 - present*

- Managed funding applications to complete necessary drinking water infrastructure project for a Colorado special district client, including application to U.S. Department of Agriculture's Rural Utility Service and Colorado Department of Public Health and Environment's Drinking Water Revolving Fund.
- Outlined term sheet for development timelines and milestones on behalf of municipality entering into agreement to sale of property to developer.
- Drafted opening and reply briefs and presented at oral arguments to the Colorado Court of Appeals in a case involving a municipality and an adverse landowner with property adversely impacted by a floodplain reclassification.
- Won, serving as first chair at hearing before Underground Damage Prevention and Safety Commission on behalf of metropolitan district client in dispute with Fortune 500 company; secured finding of a violation for failure to locate underground facilities carrying a presumption of liability for attributable water project delays, \$80,000 in subsequent penalties, and ongoing compliance terms.
- Organized evidence used to file Equal Employment Opportunity Commission gender discrimination complaint and Colorado Department of Labor and Employment Equal Pay for Equal Work Act complaint on behalf of client against major tech company.
- Advised special district client on best practices for documentation of employment issues which resulted in termination of an employee; advised same client on whether grounds existed to terminate a different employee based on civil lawsuit brought against the employee for conduct that would be criminal if proven.
- Served as designated election official and advised on election related legal issues for Colorado Special District.
- Investigated improper accounting of bond payment and developer advance debt on behalf of a special district after transition of the special district's board of directors to resident control from developer control, and subsequently secured the paying agents recognition of a previously misapplied payment on the relevant bonds.

*Judicial Law Clerk
Colorado's 2nd Judicial District, Denver District Court*

*Denver, CO
2/22 – 8/23*

- Clerked for Hon. Judge Eric Johnson, aiding with busy motions hearing and criminal trial docket
- Researched and drafted orders as a law clerk intern for Hon. Judge Ross Buchanan on a civil rotation

LAW SCHOOL EXPERIENCE

*Staff Editor, Technical Editor, Contributing Writer
Transportation Law Journal, Volumes 46, 47, and 48*

*Denver, CO
2020 – 2023*

- Wrote and published alumni [note](#) on state dealership franchise laws and EV direct sales

- Contributed student [note](#) on utility demand rates and misalignment of incentives for EV charging

Student Attorney *Denver, CO*
University of Denver Environmental Law Clinic *2021 – 2022*

- Co-authored a Complaint filed in U.S. District Court for the District of Colorado involving air pollution and Amicus Brief for international case involving dispute with water utility in Peru

University of Denver Competition Team *Denver, CO*
National Environmental Moot Court Competition (NELMCC) *2020 – 2021*

- Semifinalist, placed in the top 9 of 52 teams from schools around the country

Trip Lead *Denver, CO*
Tribal Wills Project - University of Denver Law Pro Bono Service Trip *2019 – 2021*

- Led trip to Tohono O’Odham Nation outside Tucson, Arizona to write wills for tribal elders and advise on American Indian Probate Reform Act (AIPRA)

EDUCATION

University of Denver, Sturm College of Law, Denver, Colorado: *Juris Doctor (2022)*

- Worked full-time through law school – first as a solar electrician, then as an investigator for the Colorado Department of Labor and Employment

Virginia Tech, Blacksburg, Virginia: *B.A. Economics (2016)*
Cum Laude

- Ultimate Frisbee Team, DKE, Presidential Global Scholars

SKILLS

- Conversational Spanish, troubleshooting technology, urban gardening, and skiing

LAUREN DAVIS

Arvada, CO | ldavis@dietzedavis.com | 303-565-8984 | she/her
Attorney Reg. #58698

EXPERIENCE

Dietze & Davis, P.C. Boulder, CO

Associate Attorney | June 2024 – current

- Draft intergovernmental agreements and ordinances, review contracts on behalf of municipal clients, and assist with day-to-day legal questions; represent various clients in Colorado PUC energy and transportation proceedings; engage in civil motions practice and case management for insurance defense and employment matters; conduct legal research on novel and complex questions across practice areas; engage with clients on day-to-day logistics and to address questions; prepare legal memos to inform attorney-client conversations; attend public hearings and mediations

Nineteenth Judicial District Greeley, CO

Law Clerk for the Honorable Shannon Lyons | July 2023 – June 2024

- Conducted legal research on numerous issues and areas of law; edited, drafted, and reviewed orders for all stages of litigation; served as bailiff and timekeeper during trials; maintained running list of default judgments and rule 120 foreclosures to issue, review, and/or send to the judge

National Renewable Energy Lab, Markets and Policy Team (remote) Golden, CO Legal Fellow | Jan. 2022 – May 2023

- Analyzed international laws on circular economy principles for renewable energies; wrote case studies on country specific policies and legislative efforts; served as lead on policy literature review

Colorado Law, GWC Natural Resources & Environmental Law Clinic Boulder, CO Student Attorney | Spring 2022

- Developed a legal plan for a client regarding case specific clean air issues; prepared agendas for client meetings with team partner; presented work updates to class and professor

The Wilderness Society (remote) Denver, CO

Legal Clerk | Sept. 2021 – Nov. 2021

- Researched legal nuances in case law and created memos for current & future use; attended meetings and summarized discussion; collected data and formed recommendations for future advocacy efforts

City Attorney's Office, City of Fort Collins (remote) Fort Collins, CO

Legal Clerk | May 2021 – Aug. 2021

- Completed research for emails, memos and briefs for various attorneys within the office; assisted with municipal court functions; assembled outside data to better inform attorneys on projects

The Hannon Law Firm (remote) Denver, CO
Legal Intern for Kevin Hannon | Jan. 2021 – May 2021

- Supported on projects related to environmental litigation; answered questions and conducted research on potential and existing cases; drafted various trial documents

EDUCATION

University of Colorado Law School Boulder, CO
J.D., May 2022

Graduate Certificate in Environmental, Natural Resources, and Energy Law

- Recipient, 2022 Getches-Wilkinson Center for Natural Resources, Energy, and the Environment Outstanding Student Award
- Executive Editor, 2021-22 *Colorado Environmental Law Journal* Vol. 33;
 - Staff Writer, 2020-21
- Member, 2021-22 Barrister's Council Moot Court Team
- Student Teacher, 2020 Marshall-Brennan Constitutional Literacy Project

Pennsylvania State University State College, PA
B.A. Print and Digital Journalism, *cum laude*; B.A. English
Minors in Sociology & International Relations

PUBLICATIONS

Davis, Lauren. "Colorado's SB 19-181 and the COGCC Rules are First of Their Kinds, Yet Still Not Enough," 33 COLO. NAT. RES. ENERGY & ENVTL. L. REV. 153 (2022)

INTERESTS

Drum Corps International; hiking/backpacking; scuba diving; all snow-related activities; and puzzles

Rebekah Townsend

Golden CO 80403 • townsendrebekah0@gmail.com • 231.327.6610

PROFESSIONAL QUALIFICATIONS

Admitted to Practice Law in Colorado, Active License

Oct. 2024

EDUCATION

University of Colorado Law School

Boulder, CO

J.D. May 2024

- Certificates: Environmental Law Certificate; International Law Certificate
- Honors: Chancellors Diversity Scholarship
- Activities: Acequia Assistance Project; Treasurer of International Moot Court Vis Team

University of Michigan

Ann Arbor, MI

B.A. in Biopsychology, Cognition, & Neuroscience; Minor in Moral and Political Philosophy May 2020

- Honors: High Achieving Involved Leaders Scholarship; Michigan Difference Student Leadership Innovation Award
- Activities: Counseling & Psychological Services Student Advisory Board; U of M School of Public Health, Research Assistant; U of M Recreational Sports Marketing, Student Coordinator
- Study Abroad: CIEE Global Course Connections in Ferrara and Rome – Italy

EXPERIENCE

Dietze and Davis, P.C.

Boulder, CO

Associate Attorney

Jul. 2025-Present

- Conducted advanced legal research and analysis on complex Colorado statutory and case law issues, including civil procedure, evidentiary rules, administrative law, property taxation, and municipal liability.
- Researched local government law and drafted municipal ordinances to update and modernize the municipal code in compliance with state law and policy objectives.
- Researched and interpreted Colorado property tax statutes and constitutional provisions, including assessment rates, valuation credits, mill levy caps, and recent legislative changes affecting residential property taxation.
- Analyzed admissibility of evidence in civil litigation, developed litigation strategies to challenge or support evidentiary admission.
- Drafted and revised persuasive legal memoranda, motion practice, and briefing with a focus on clarity, accuracy, and citation to controlling authority.
- Analyzed regulatory and utility law issues involving public utilities, including billing practices, customer rights, regulatory compliance, and remedies under Colorado law.

National Renewable Energy Laboratory

Golden, CO

Energy Law and Policy Research Fellow

Jun. 2023-Jul. 2025

- Recipient of Director's Award for Exceptional Performance from Director Dr. Martin Keller.
- Researched federal and state regulations related to renewable energy development.
- Wrote publication quality reports analyzing renewable energy legal issues and projects.
- Presented complex legal analysis to clients on regulation impacts for renewable energy implementation.
- Analyzed transmission projects, decommissioning costs, and tax credit impacts on the U.S. battery supply.

20th Judicial District Court of Colorado

Boulder, CO

Law Student Extern

Jan. 2023-Apr. 2023

- Drafted orders regarding motions to dismiss, motions to strike, and appeals for supervising judges.
- Reviewed motions and performed research to give several judges analysis on civil matters.
- Met with supervising judge weekly to receive feedback and to give research analysis updates.

Josi McCauley, LLC

Louisville, CO

Appellate Law Clerk

May 2022-Apr. 2023

- Assisted attorney through brief writing, editing, and checking the court file for consistency and accuracy.
- Effectively communicated in a remote position to gain feedback and clarification when needed.
- Tracked billable hours for each client's case to ensure best practices.

Professor Helen Norton, Colorado Law

Boulder, CO

Research Assistant

May 2022-Aug. 2022

- Researched constitutional law issues such as first amendment challenges and securities regulation challenges.
- Synthesized case law and secondary sources to write memos to address constitutional questions.
- Improved legal writing and research skills through feedback from professor.

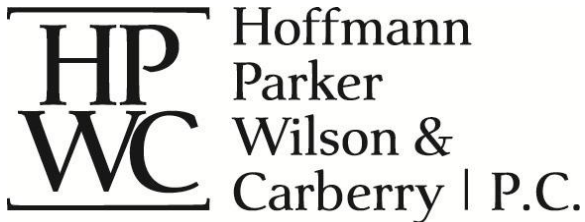
Thrive, The Alliance of Nonprofits for San Mateo County

Remote

AmeriCorps VISTA member with Stanford Haas Center for Public Service

Aug. 2020-Aug. 2021

- Strengthened networks between Stanford, Thrive, and local nonprofits to grow local nonprofits' impact.
- Cultivated meetings focused on improving water quality & access in rural regions.
- Interviewed nonprofit leaders for strategic alliance initiatives to build capacity and cross sector collaboration.



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson
Hilary M. Graham
Kathryn M. Sellars

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Bria I. May
Nicholas A. Hartman
Nathan T. Cash
Tatiana A. Follett
Amanda L. Bruning

Of Counsel
J. Matthew Mire
Daniel P. Harvey
Austin P. Flanagan

January 23, 2026

Chris Kirk, Town Administrator
Town of Berthoud
via email to: ckirk@berthoud.org

Re: Engagement as Legal Counsel

Dear Chris:

The purpose of this letter is to confirm our engagement as legal counsel for the Town of Berthoud (the "Town"). Kendra Carberry and Kathryn Sellars will coordinate and oversee the services we perform on the Town's behalf.

As you know, the ethics of our profession mandate that, upon commencement of representation of a client on a legal matter, clients understand and agree to the financial commitments involved. We calculate fees based on hourly rates for the time spent by the respective attorney or paralegal involved. For general counsel work, our hourly rate for attorneys is \$275, and for paralegals, the hourly rate is \$125. For litigation, our hourly rate is \$325 for attorneys and \$150 for paralegals. We commit not to increase our hourly rates through December 31, 2027.


In addition, we will bill the Town for out-of-pocket expenses we incur on the Town's behalf, including without limitation the following: computerized legal research (Westlaw), copies and reproduction charges, filing and service fees, court reporter and transcription fees, witness fees and postage. We bill these disbursements monthly, and payment is due by the end of the month in which the bill is received. If you have specific billing matters that you would like us to use, please let us know so we can set them up.

If anything we have stated in this letter presents a problem or is unclear, please advise us promptly so that we may discuss it and reach a full understanding. Otherwise, please execute sign below and return a signed copy to us at your earliest convenience.

January 23, 2026
Page 2

We look forward to working with you.

Very truly yours,


Kendra L. Carberry
klc@hpwclaw.com



Kathryn M. Sellars
kms@hpwclaw.com

ACCEPTED AND AGREED TO THIS DAY _____ OF _____, 2026.

Chris Kirk, Town Administrator

BOARD OF TRUSTEES INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	January 27, 2026
Agenda Title/Subject:	Public Hearing to consider Ordinance 1376 (Series 2026) to repeal and replace portions of Chapter 14 of the Berthoud Municipal Code
Type of Item:	Public Hearing
Purpose:	A Public Hearing to present proposed amendments to Chapter 14 of the Berthoud Municipal Code
Presented by:	Audry Bothun, Building Permit Technician Christian Samora, Town Clerk Anne Johnson, Community Development Director

ATTACHMENTS:

- Ordinance 1376
- Presentation

BACKGROUND

The proposed ordinance revisions are intended to make the contractor licensing process easier to understand, more consistent, and more transparent for contractors and staff. The changes are also designed to improve customer service by reducing confusion and ensuring licensing requirements are applied uniformly.

Section 14.9-8 and Appendix A referenced specific fees. If the Town's fee schedule should change and fees are reflected in this section incorrectly it is an opportunity for conflict and confusion. By referencing the fee schedule, this potential conflict is removed.

Staff have identified administrative and operational reasons for these changes to Appendix A. Under the current ordinance, some contractor license names differ from those used by the International Code Council (ICC) and other municipalities. This inconsistency has caused confusion during the application process, resulting in contractors frequently applying for the incorrect license classification. The proposed license name changes align better with industry standards and common usage, making the licensing process more intuitive for applicants. Berthoud offers reciprocal license acceptance with other municipalities. Having consistent license names will not only benefit staff, it will also benefit the contractors.

In addition to improving clarity for contractors, the proposed amendments will simplify internal administration. The revisions will make the ordinance easier for permit technicians to administer and enforce, while promoting consistency across applications and reducing processing errors. Overall, these ordinance changes are intended to create a clearer, more efficient contractor licensing system that benefits contractors, staff, and the public.

In existing subsection 14.9-9 (f) the Municipal Code establishes the types of insurance required. The minimum amount of coverage is now being provided by the proposed addition of section 14.9-9 (g).

The proposed ordinance also contains a revision to the General Business Licensing provision of the Berthoud Municipal Code. This change is to clarify that if a business holds a different class of business license, there is not a requirement for the business to also obtain a general business license.

UPDATE/NEXT STEPS:

Staff is introducing the proposed changes at the Town Trustees meeting on January 27, 2026 followed by a public meeting on February 10, 2026. Should the Town Trustees pass this Ordinance, staff will inform the building community and aid this more streamlined process.

FISCAL IMPACT AND FUND SOURCE:

There is no negative fiscal impact to the Town in amending these documents. The proposed change could provide a positive fiscal benefit to the building community by streamlining the contractor licensing process.

COMMUNITY TOUCHSTONES:

Consideration of the amendment request does not negatively impact community touchstones. Consideration of approval of the request does provide support for enhancing community identity by providing a more friendly and enhanced business process.

RECOMMENDED ACTION(S):

Staff recommends the Town Trustees approve the amendments presented to Chapter 14.

ORDINANCE NO. 1376 (2026)

AN ORDINANCE OF THE TOWN OF BERTHOUD, COLORADO, AMENDING CHAPTER 14 OF THE BERTHOUD MUNICIPAL CODE WITH RESPECT TO CONTRACTOR'S LICENSING REQUIREMENTS, SPECIFICALLY SECTIONS 14.9-9, 14.9-8 & APPENDIX A

WHEREAS, pursuant to C.R.S. Section 31-15-501, the Board of Trustees for the Town of Berthoud (the "Town") is authorized to regulate businesses that operate within the Town; and

WHEREAS, the Town desires to establish a contractor licensing program to provide standards for qualifying those in the contracting trade to perform work within the Town; and

WHEREAS, it is deemed to be in the interest of public health, safety and general welfare to revise the Municipal Code of the Town to adopt a program for contractor licensing to implement standards for qualifying contractors; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF BERTHOUD, COLORADO THAT THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO THE MUNICIPAL CODE:

Section 1. Chapter 14, Section 14.9-9 of the Berthoud Municipal Code is hereby amended to read as follows:

14.9-9 Application for contractor's license

Prior to being issued any contractor's license, the applicant shall complete a contractor licensing application containing, among other potential requirements, the following information:

- (a) The applicant's business name, the names of all principals of the contractor, a current mailing address and telephone number.
- (b) Contractor's licenses for each subcontractor with whom the applicant is associated or with whom the contractor will be working in the Town.
- (c) A written summary documenting the applicant's relevant experience with at least three separate construction projects and identifying an owner, general contractor, architect, professional engineer, or other person involved in each construction project, who has personal knowledge of the applicant's responsibilities on said projects.
- (d) A copy of all contractor's licenses issued by any other governmental authority.
- (e) A signed statement by the applicant acknowledging the obligations associated with the contractor's license.
- (f) Certificates of insurance setting forth the insurance maintained by the applicant for work performed within the Town, including, but not limited to, workers' compensation, builder's risk insurance and general liability coverage.
- (g) General Liability Insurance provided on an ISO 1998 (or most current) Form or equivalent form with a minimum combined single limit for each occurrence of:

- (1) General Contractor A \$1,000,000.00
- (2) General Contractor B..... \$1,000,000.00
- (3) Residential General Contractor C..... \$1,000,000.00
- (4) General Contractor D..... \$300,000.00
- (5) Trade Contractor..... \$300,000.00
- (6) Sign Contractor.....\$300,000.00

Proof of such insurance shall be accompanied by a Certificate of Insurance issued to the Town as a Certificate Holder requiring a ten (10) days' notice for NON-PAYMENT OF PREMIUM and providing 30 days advance written notice for all other reasons to the Chief Building Official (at Town of Berthoud Building Department, 807 Mountain Ave, Berthoud, CO. 80513) signed by an authorized agent of the issuing company. In the event the required insurance is revoked, the contractor license is revoked upon such notice.

Section 2. Chapter 14, Section 14.9-8 of the Berthoud Municipal Code is hereby amended to read as follows:

14.9-8 Forms; fees; validity

- (a) The Building Official shall prepare a contractor licensing application, which shall contain, among other potential requirements, the items required in Section 14.9-9, and is subject to approval of the Town Administrator. The Building Official shall prepare all forms necessary to satisfy the provisions of this Article, which are subject to approval of the Town Administrator.
- (b) Prior to issuance of a contractor's license, the applicant shall complete the contractor licensing application.
- (c) The contractor shall pay a non-refundable fee as outlined in the Town's fee schedule, due, and payable with the submission of the contractor licensing application, which fee shall be applied to offset the Town's costs associated with regulating the Building Code and administering the contractor licensing program.
- (d) A contractor's license is valid for a period of one year from the date of issuance and may be renewed by payment of a renewal fee as outlined in the Town's fee schedule.
- (e) A contractor who performs construction prior to obtaining a contractor's license shall, in addition to the other remedies set forth in this Article, be required to pay an investigation fee in an amount equal to, and in addition to, the license fee, which fee shall be paid before a contractor's license may be issued.
- (f) The fee established herein may be adjusted from time to time by a resolution of the Board of Trustees.

Section 3. Chapter 14, Appendix A of the Berthoud Municipal Code is hereby amended to read as follows:

Appendix A

<u>Contractor Type</u>	<u>Description*</u>	<u>Testing Requirement</u>	<u>Fee</u>
<u>General Contractor - A</u>	<u>Performs new construction and additions of commercial buildings</u>	<u>ICC – G11</u>	
<u>General Contractor - B</u>	<u>Performs Tenant Finishes and Remodels, swimming pool spa of Commercial Buildings</u>	<u>ICC – G12</u>	
<u>Residential General Contractor - C</u>	<u>Performs new construction and additions of residential one- and two-family homes and townhouses. Performs residential basement finishes, remodels and accessory buildings, swimming pool/spa.</u>	<u>ICC – G13</u>	
<u>General Contractor - D</u>	<u>Performs residential construction for decks, sheds, carports, pergolas, and small interior remodeling/handyman projects. Performs demolition and excavation projects.</u>	<u>Signed Memorandum</u>	<u>See Town's fee schedule</u>

<u>Trade Contractor</u>	<u>Performs work in the licensed trade – Roofing, Mechanical, plumbing, electrical and solar**</u>	<u>State License or Equivalent.</u>
<u>Sign Contractor</u>	<u>Erection and installation of commercial signs.</u>	<u>Signed Memorandum</u>

* Contractor may perform work of any lower license type within their respective class of Commercial or Residential

** Fee is not charged for Electrical or Plumbing Contractors per State Statutes.

Section 4. Chapter 14, Section 14.10-2 of the Berthoud Municipal Code is hereby amended to read as follows:

14.10-2 License Required

(a) Every person must obtain a license from the Town before operating, conducting, or carrying on any retail trade, profession, or business that has more than an incidental presence within the limits of the Town; except that nonprofit state corporations, excluding federal, state, or municipal corporations, are hereby exempt from the license requirements set forth in this Chapter.

(b) Each license shall be granted and issued by the Town Clerk or their designee and shall be in force and effect until the thirty-first day of December of the year in which it is issued, unless sooner revoked in accordance with this chapter. Such license shall be granted or renewed only upon an application that states the name and address of the person desiring such license, the name of such business and location, and other information that the Town Clerk may require.

(c) Having been issued a General Business License pursuant to this section shall not preclude any business from obtaining a State of Colorado Sales Tax License and collecting sales tax pursuant to Chapter 23 of this Code.

(d) The provisions of this Chapter 14.10 shall not apply to businesses that otherwise qualify for and obtain other licensing in accordance with licensing provisions in Chapter 13 and Chapter 14 of the Berthoud Municipal Code.

(e) Businesses that either do not have a physical presence in the Town or have only incidental physical presence within the town shall be issued a business license at no charge in accordance with CRS 39-26-802.9. The terms "physical presence" and "incidental physical presence" shall have the definitions set forth in CRC 39-26-802.9 or any successor statute, as amended from time to time.

Section 5. Severability. Should any one or more sections or provisions of this Ordinance or of any of the primary or secondary codes adopted by reference be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or the codes adopted by reference hereby, the intention being that the various sections and provisions are severable.

Section 6. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 7. Effective Date. The provisions of this ordinance shall take effect thirty days after publication as required by law, and shall apply to all development and construction permitted after such date.

INTRODUCED AND READ on this 27th day of January, 2026.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk

READ, ADOPTED, AND APPROVED on this 10th day of February, 2026.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk



Town Board of Trustees January 27, 2026



Proposed Ordinance Revision



- Application For Contractor's License
- Chapter 14: Section 14.9-8
- Chapter 14: Section 14.9-9
- Appendix A

Insurance Requirements for Contractor's License



Section 2. Chapter 14, Section 14.9-8 of the Berthoud Municipal Code is hereby amended to read as follows:

14.9-8 Forms; fees; validity

- (a) The Building Official shall prepare a contractor licensing application, which shall contain, among other potential requirements, the items required in Section 14.9-9, and is subject to approval of the Town Administrator. The Building Official shall prepare all forms necessary to satisfy the provisions of this Article, which are subject to approval of the Town Administrator.
- (b) Prior to issuance of a contractor's license, the applicant shall complete the contractor licensing application.
- (c) The contractor shall pay a non-refundable fee as outlined in the Town's fee schedule ~~of \$100.00~~, due, and payable with the submission of the contractor licensing application, which fee shall be applied to offset the Town's costs associated with regulating the Building Code and administering the contractor licensing program.
- (d) A contractor's license is valid for a period of one year from the date of issuance and may be renewed by payment of a renewal fee as outlined in the Town's fee schedule ~~in the amount of \$100.00~~.
- (e) A contractor who performs construction prior to obtaining a contractor's license shall, in addition to the other remedies set forth in this Article, be required to pay an investigation fee in an amount equal to, and in addition to, the license fee, which fee shall be paid before a contractor's license may be issued.
- (f) The fee established herein may be adjusted from time to time by a resolution of the Board of Trustees.

Section 3. Chapter 14, Appendix A of the Berthoud Municipal Code is hereby amended to read as follows:

Application for Contractor's License



14.9-9 Application for contractor's license

Prior to being issued any contractor's license, the applicant shall complete a contractor licensing application containing, among other potential requirements, the following information:

- (a) The applicant's business name, the names of all principals of the contractor, a current mailing address and telephone number.
- (b) Contractor's licenses for each subcontractor with whom the applicant is associated or with whom the contractor will be working in the Town.
- (c) A written summary documenting the applicant's relevant experience with at least three separate construction projects and identifying an owner, general contractor, architect, professional engineer, or other person involved in each construction project, who has personal knowledge of the applicant's responsibilities on said projects.
- (d) A copy of all contractor's licenses issued by any other governmental authority.
- (e) A signed statement by the applicant acknowledging the obligations associated with the contractor's license.
- (f) Certificates of insurance setting forth the insurance maintained by the applicant for work performed within the Town, including, but not limited to, workers' compensation, builder's risk insurance and general liability coverage.
- (g) General Liability Insurance provided on an ISO 1998 (or most current) Form or equivalent form with a minimum combined single limit for each occurrence of:

<u>(1) General Contractor A</u>	<u>\$1,000,000.00</u>
<u>(2) General Contractor B.....</u>	<u>\$1,000,000.00</u>
<u>(3) Residential General Contractor C.....</u>	<u>\$1,000,000.00</u>
<u>(4) General Contractor D.....</u>	<u>\$300,000.00</u>
<u>(5) Trade Contractor.....</u>	<u>\$300,000.00</u>
<u>(6) Sign Contractor.....</u>	<u>\$300,000.00</u>

Proof of such insurance shall be accompanied by a Certificate of Insurance issued to the Town as a Certificate Holder requiring a ten (10) days' notice for NON-PAYMENT OF PREMIUM and providing 30 days advance written notice for all other reasons to the Chief Building Official (at Town of Berthoud Building Department, 807 Mountain Ave, Berthoud, CO. 80513) signed by an authorized agent of the issuing company. In the event the required insurance is revoked, the contractor license is revoked upon such notice.

Chapter 14: Section 14.9-9



Appendix A

Contractor Type	Description*	Testing Requirement	Fee***
General Contractor - A	<u>Performs new construction and additions of commercial buildings</u>	ICC – G11	See Town's fee schedule \$100.00
General Contractor - B	<u>Performs Tenant Finishes and Remodels, swimming pool spa of Commercial Buildings</u>	ICC – G12	
Residential General Contractor - C	<u>Performs new construction and additions of residential one- and two-family homes and townhouses. Performs residential basement finishes, remodels and accessory buildings, swimming pool/spa.</u>	ICC – G13	
General Contractor - D	<u>Performs residential construction for decks, sheds, carports, pergolas, and small interior remodeling/handyman projects. Performs demolition and excavation projects.</u>	Signed Memorandum	
Trade Contractor	<u>Performs work in the licensed trade – Roofing, Mechanical, plumbing, electrical and solar**</u>	State License or Equivalent.	
Sign Contractor	<u>Erection and installation of commercial signs.</u>	Signed Memorandum	

* Contractor may perform work of any lower license type within their respective class of Commercial or Residential

** Fee is not charged for Electrical or Plumbing Contractors per State Statutes.

*** Fee is subject to adjustment in accordance with Section 14.9-8.

BOARD OF TRUSTEES INFORMATION



PUBLIC WORKS DEPARTMENT

Meeting Date:	January 27, 2026
Agenda Title/Subject:	2026 Road and Sidewalk Improvements Plan
Type of Item:	Presentation
Purpose:	Board Approval of soliciting bids for 2026 Road and Sidewalk Improvement Projects
Presented by:	Daniel Buendia – Public Works Project Engineer

ATTACHMENTS:

- 2026 Road Improvements Locations Map
- 5-year Road Improvements Repair Plan
- 2026 Sidewalk Improvements Locations Map
- 2025 Pavement Condition Index (PCI) Map

BACKGROUND:

Following our 5-Year Road Improvement Plan from 2021-2025, a new Pavement Condition Survey has been completed of all Berthoud roadways to assess and plan for road repairs in years 2026 – 2030.

The 2026 repairs will include mill and overlay repairs in the Gateway neighborhood on Gateway Park Dr., Lake Ave., Gateway Park Blvd., and Glacier Ave., as well as 7th St. along Fickel Park. Additional 2026 Road Improvements include patching and crack sealing of Urban Pl., Woodcock St., and roads in the Bel Cara neighborhood. Tipton St. will include a major reconstruction of roadway, curbs, and drive aprons. One alley segment in Mary's Farm will be repaved with a normal crown installed.

Following our 5-Year Sidewalk Improvement Plan 2026 Schedule, Town staff has estimated the 2026 sidewalk repairs taking place mainly along 8th St. North, 9th St. North, and Bunyan Ave. West. Sidewalks adjacent to the planned 2026 Road Improvements will also be repaired. Additionally, design drawings have been completed, and construction is planned for missing segments between Hammond subdivision and HWY 287; the 1st St. Roundabout and Peakview Meadows; and Bunyan Ave from 4th St. West to 6th St. Ct.

FISCAL IMPACT AND FUND SOURCE:

All Project are currently funded in the 2026 Budget

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

51-00-5038.00 – Sidewalks/ADA - \$350,000.00

51-00-5239.00 – Street Improvements - \$1,300,000.00

COMMUNITY TOUCHSTONES:

Sidewalks and Roadways provide **sustainable** & vital networks for vehicle and pedestrian travel. Improvements to our Old Town sidewalk infrastructure enhances Berthoud's **community identity** as a small town, rich in beautiful parks, historic homes, and a mature urban forest that everyone can traverse and enjoy.

RECOMMENDED ACTION(S):

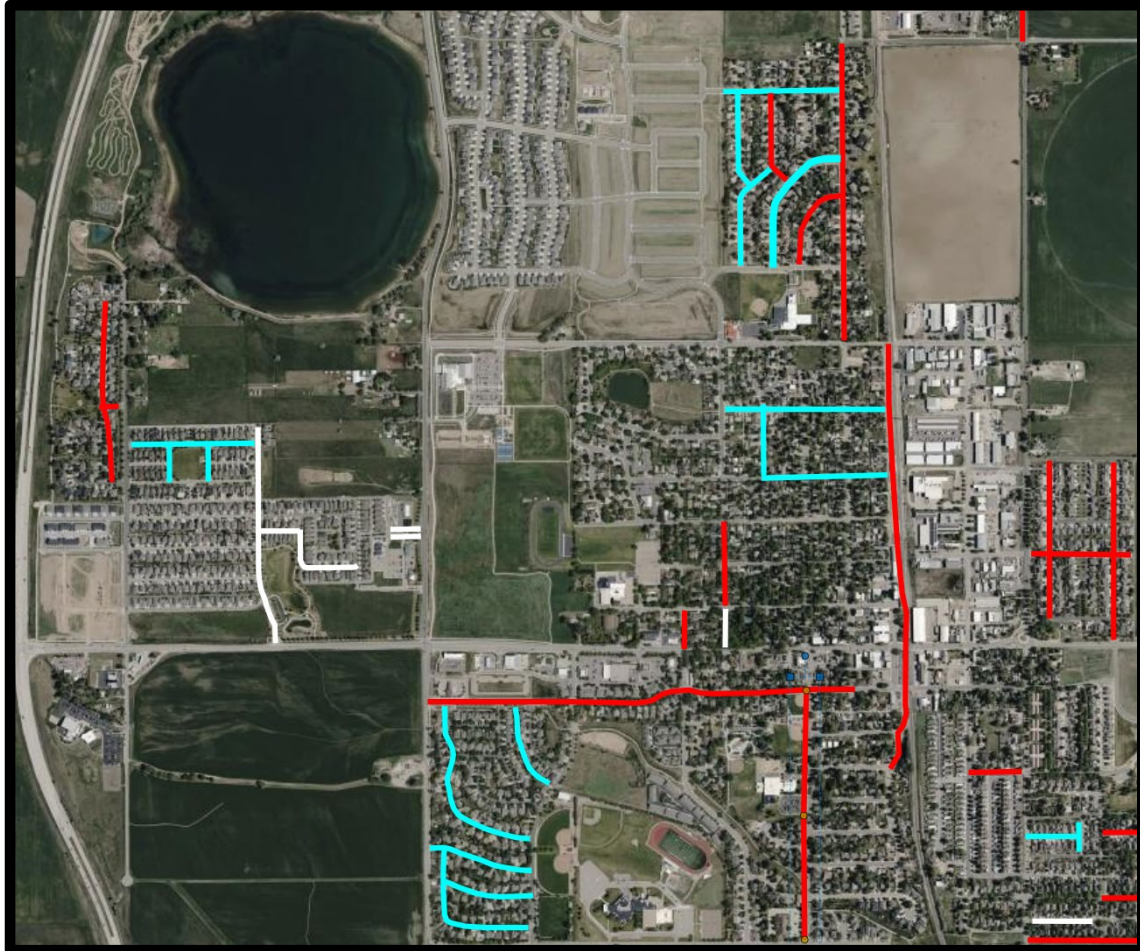
Board Approval of soliciting bids for 2026 Road and Sidewalk Improvement Projects.

Road Improvements Project Locations

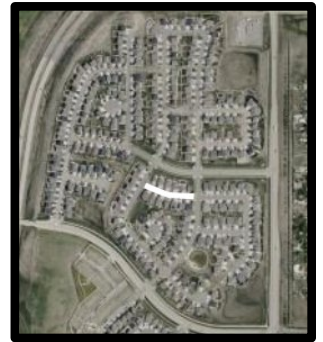
2026 – Major Road Repairs only shown

2027 – Expected Major Road Repairs (to be reassessed in 2026)

2028 – 2030 Expected Major Road Repairs (to be reassessed annually)



Central Berthoud



Hammond Subdivision
Tipton St. (in white)



Bel Cara Subdivision
All Roads (in white)

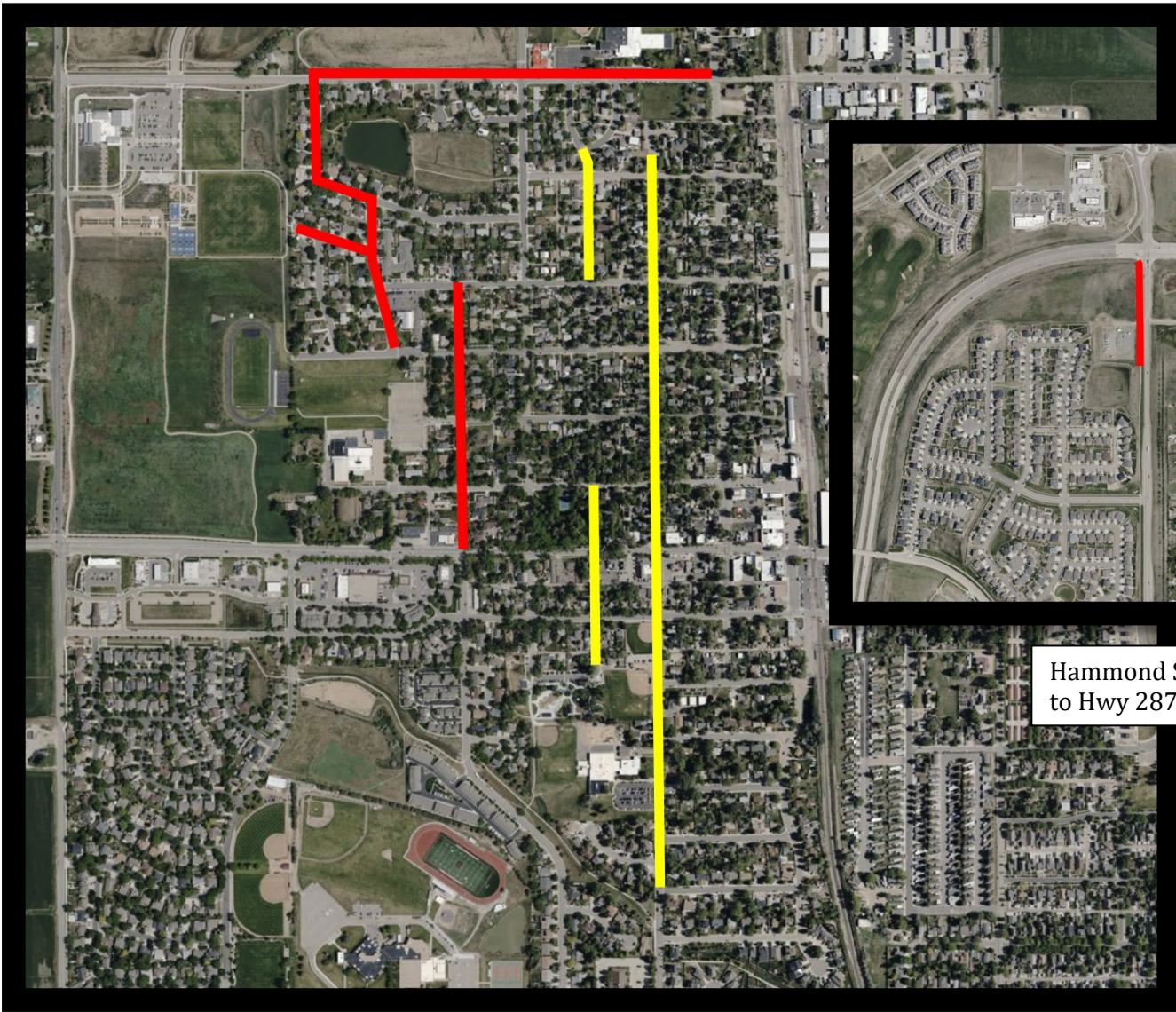
5-year Road Improvements Plan

2026		
Road	PCI Index	Repair
Gateway Park Drive.	2	Mill & Overlay
Glacier Ave. West of 14th	1	Mill & Overlay
7th St. - Mountain to Massachusetts	2	Mill & Overlay
Gateway Park Blvd	2	Mill & Overlay - Leveling
Lake Ave - Gateway	2	Mill & Overlay - Leveling
Tipton Reconstruction	2	Reconstruction
Mary's Farm Alley - 1 Alley	1	Reconstruction
Urban Pl. - Berthoud Parkway to Prairiestar Dr.	4	Patching
Woodcock	3	Patching
Bel Cara	3	Patching
2027		
Road	PCI Index	Repair
Capitol - 3rd to 7th	2	Mill & Overlay
6th St - Capitol to Franklin	2	Mill & Overlay
Franklin - 3rd to 6th	2	Mill & Overlay
Mary's Farm Alley - 1 Alley	1	Reconstruction
Cedar Dr.	3	Patching and Slurry Seal
Cheyenne	3	Patching and Slurry Seal
Common	3	Crack and Slurry Seal
Berthoud Pkwy - Bluebell to Greenwood	3	Patching
Aspen Dr.	4	Slurry Seal
Maple - Aspen to Evergreen	4	Slurry Seal
Evergreen - 4th to Maple	3	Slurry Seal
Hollyberry	3	Slurry Seal
Serviceberry St.	4	Slurry Seal
Bearberry	4	Slurry Seal
Navajo	3	Slurry Seal
Arapahoe	3	Slurry Seal
Bel Cara	4	Slurry Seal
2028 – 2030 (Under Review and Planning)		
Road	PCI Index	Repair
Mt. Massive - Redcloud to Quandry Peak	3	Slurry Seal & Levelling
Pyramid Peak - Mountain to Quandry Peak	3	Slurry Seal & Levelling
Turner - 1st to Pyramid Peak	3	Slurry Seal
3rd - Indiana to Bunyan	4	Slurry Seal
4th - Bunyan to Water	2	M&O
1st - CR12 to Water	3	Crack and Slurry Seal
Welch Ave - 4th to Berthoud Parkway	4	Patching & Sealing
Nebraska - 1st to SE 4th	3	Cape Seal
Iowa - 1st to SE 4th	4	Patching & Sealing
Indiana - 1st to 2nd	3	Patching
Franklin - 3rd to 6th	3	M&O
Franklin - 3rd to 6th	3	M&O
Mary's Farm Alley - 1 Alley	1	Reconstruction
7th St. - Massachusetts to Franklin	3	Slurry Seal
8th St. - Mountain to Massachusetts	2	M&O
Oak Dr.	4	Slurry Seal
Elm Dr.	4	Slurry Seal
Wilshire Dr.	3	Patching & Sealing
Mary's Farm Alley - 1 Alley	1	Reconstruction
5th St - Welch Ave to Spartan Ave.	3	Patching & Sealing

Sidewalk Improvements Project Locations

2026 – Repairs not adjacent to scheduled roadway work shown

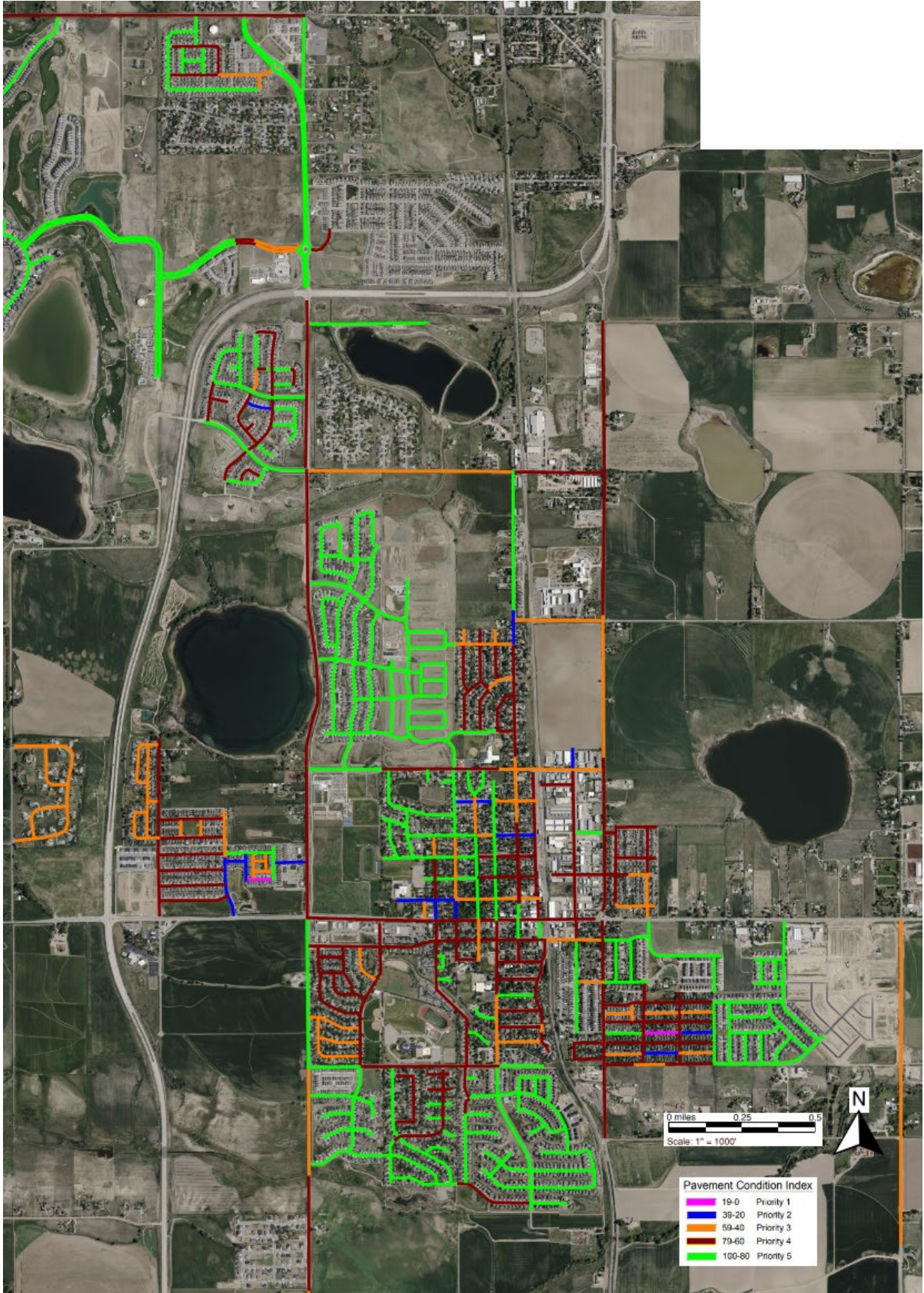
2027 – Repairs not adjacent to scheduled roadway work shown



Hammond Subdivision
to Hwy 287 crossing

Central Berthoud

2025 Pavement Condition Index (PCI)





2026 Roadway and Sidewalk Improvement

Daniel Buendia, Public Works Project Engineer



2025 Pavement Condition Index (PCI)



Score 1 – 100*, lower score = Higher priority

Priority 4 – 5 = Ideal condition, almost new

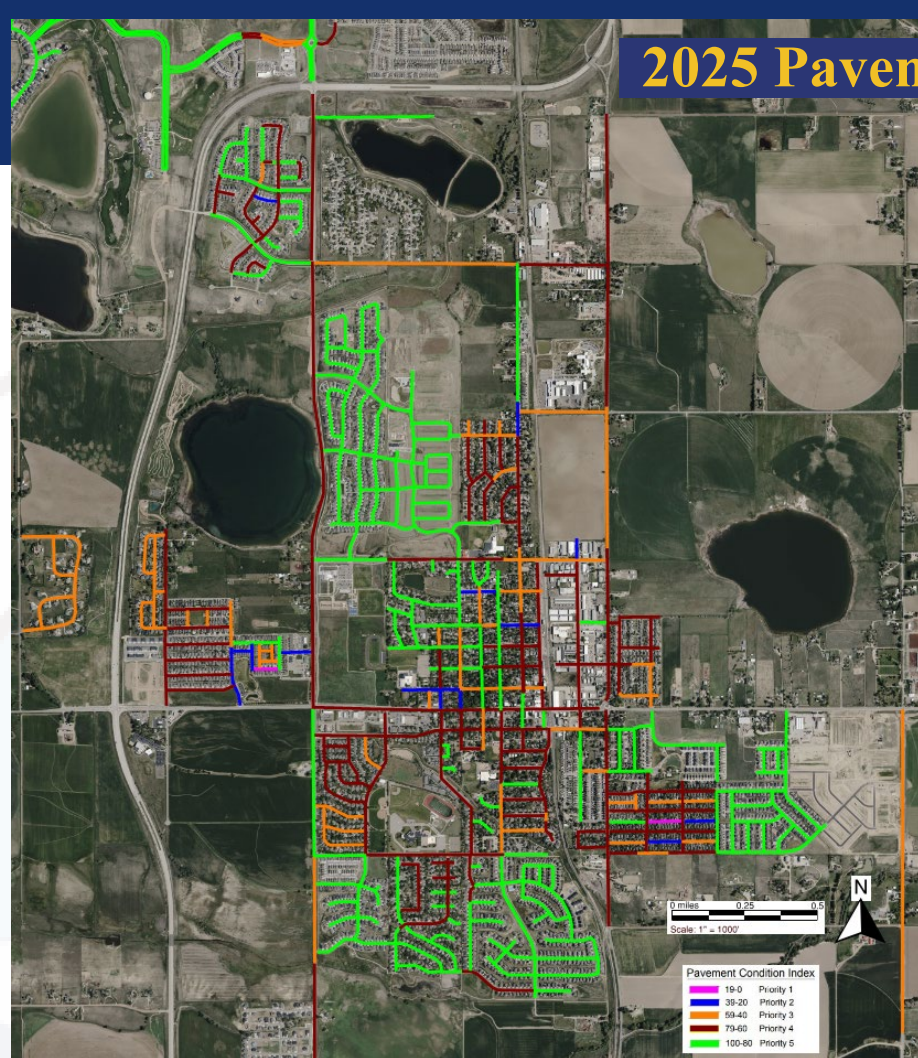


Priority 3 = Can potentially be saved

Priority 1 – 2 = Not salvageable



* Based on ASTM D6433-20



Example Projects: Spartan Ave. & 10th St.



Before

After



Example Projects: Welch Ave. @ 2nd St.



Before

After



Example Projects: Lake St. @ 6th St.

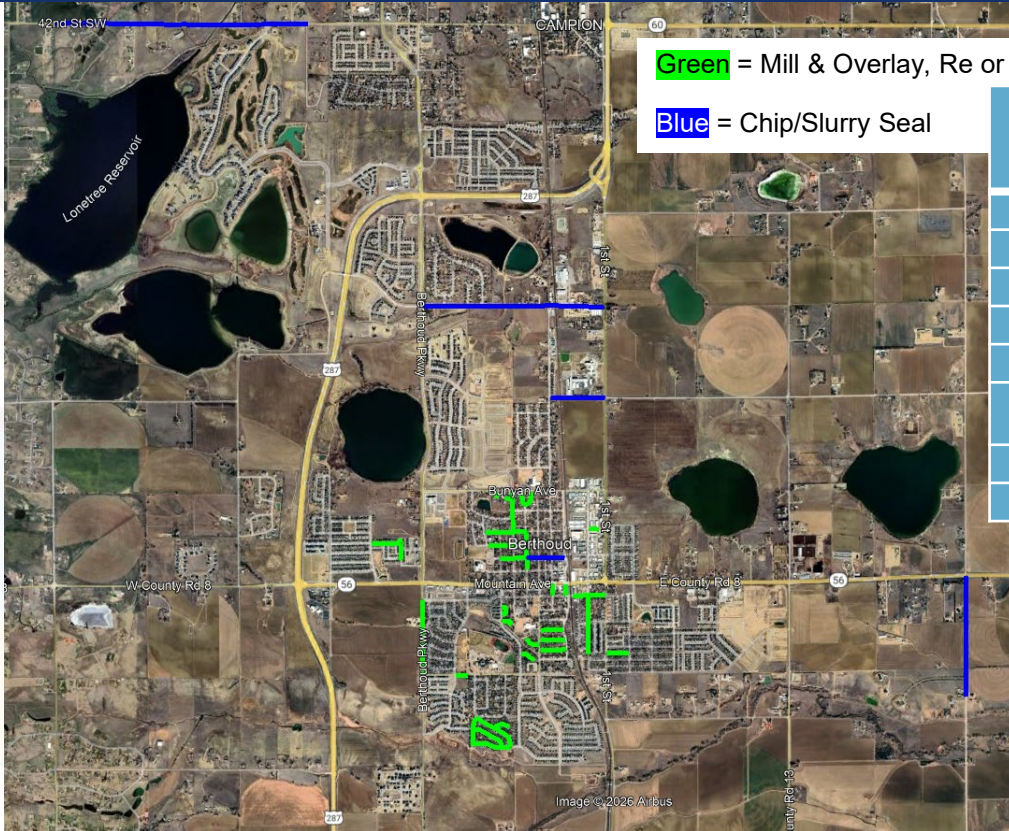


Before

After



Roadways Progress Report



Green = Mill & Overlay, Re or New Construction
Blue = Chip/Slurry Seal

	M&O or New Construction (miles)	Crack Sealing (miles)	Chip Sealing (miles)	Slurry Seal (miles)
2021	0.3	1.72	3.43	0
2022	1.56	0.34	0	0
2023	1.36	0	0.8	0.2
2024	0.5	3.7	1.3	0
2025	0.24	6	0	2.08
Total	3.96	11.76	5.53	2.3
Total maintenance or rehab = 23.53 mi (28%)				
Total Centerline Road Miles = 82				



Sidewalks Progress Report



Town of Berthoud - Sidewalk Improvements - 5 Year Plan



2023

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

2024

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

2025

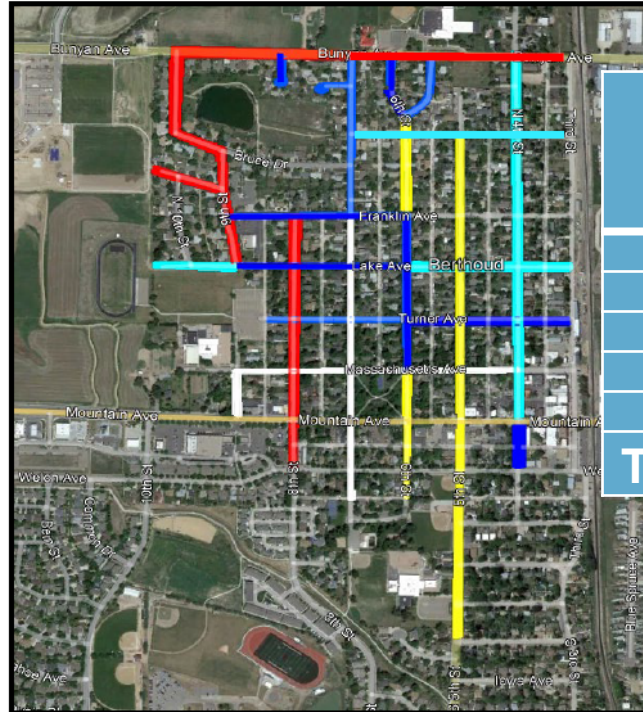
Location	NOTES
4th St. - Bunyan Ave. to Mountain Ave.	COMPLETE
Lake Ave. - 3rd St. to 6th St. & 9th St. to End	COMPLETE
Capital Ave. - 3rd St. to 7th St.	COMPLETE

2026

Location	NOTES
Bunyan Ave. 1st St. to 10th St.	
10th St & 9th St. - Bunyan Ave. to Lake Ave.	
8th St. - Lake Ave. to Franklin Ave.	
Franklin Ave. from 9th St. to End	

2027

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



	Sidewalk R&R (lf)	ADA Ramps (each)	Sidewalk Cost Share (each)
2021	1680	20	8
2022	1045	29	1
2023	7134	29	9
2024	7500	90	10
2025	7147	47	11
Total	24,506	215	39

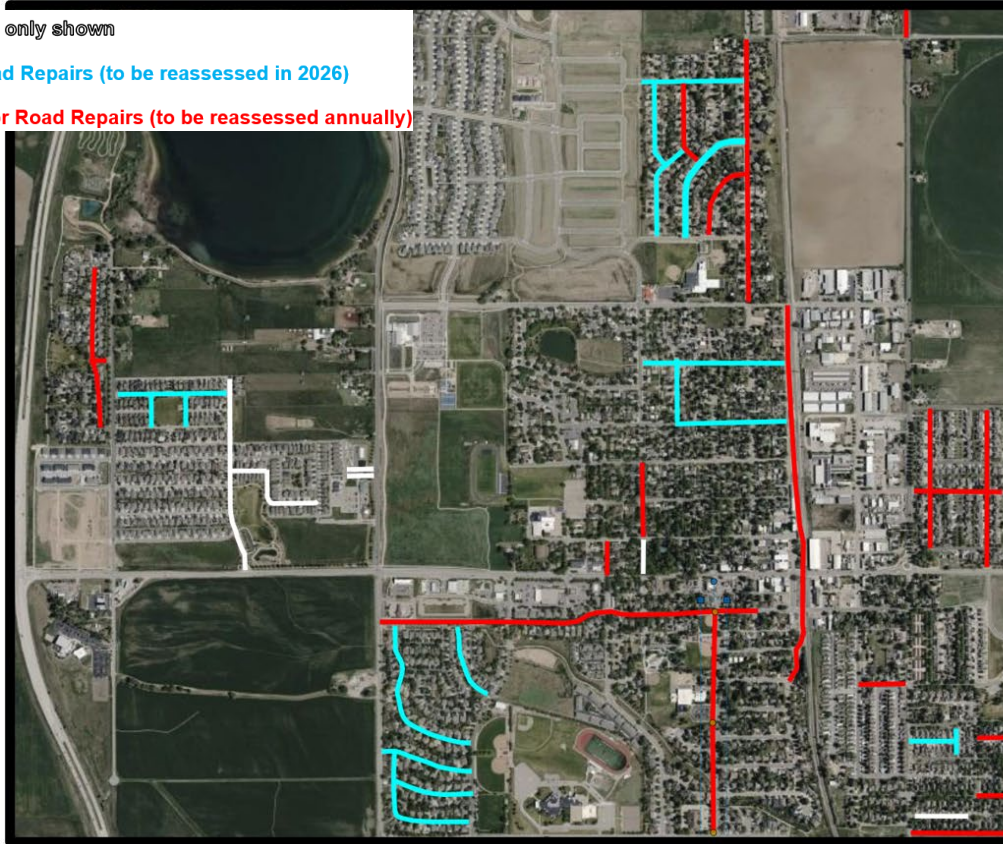
Roadway Locations



2026 – Major Road Repairs only shown

2027 – Expected Major Road Repairs (to be reassessed in 2026)

2028 – 2030 Expected Major Road Repairs (to be reassessed annually)



Central Berthoud



Hammond Subdivision
Tipton St. (in white)



Bel Cara Subdivision
All Roads (in white)

5-year Road Improvements Plan



2026

2027

Road	PCI Index	Repair	Road	PCI Index	Repair
Gateway Park Drive.	2	Mill & Overlay	Capitol - 3rd to 7th	2	Mill & Overlay
Glacier Ave. West of 14th	1	Mill & Overlay	6th St - Capitol to Franklin	2	Mill & Overlay
7th St. - Mountain to Massachusetts	2	Mill & Overlay	Franklin - 3rd to 6th	2	Mill & Overlay
Gateway Park Blvd	2	Mill & Overlay - Leveling	Mary's Farm Alley - 1 Alley	1	Reconstruction
Lake Ave - Gateway	2	Mill & Overlay - Leveling	Cedar Dr.	3	Patching and Slurry Seal
Tipton Reconstruction	2	Reconstruction	Cheyenne	3	Patching and Slurry Seal
Mary's Farm Alley - 1 Alley	1	Reconstruction	Common	3	Crack and Slurry Seal
Urban Pl. - Berthoud Parkway to Prairiestar Dr.	4	Patching	Berthoud Pkwy - Bluebell to Greenwood	3	Patching
Woodcock	3	Patching	Aspen Dr.	4	Slurry Seal
Bel Cara	3	Patching	Maple - Aspen to Evergreen	4	Slurry Seal
			Evergreen - 4th to Maple	3	Slurry Seal
			Hollyberry	3	Slurry Seal
			Serviceberry St.	4	Slurry Seal
			Bearberry	4	Slurry Seal
			Navajo	3	Slurry Seal
			Arapahoe	3	Slurry Seal
			Bel Cara	4	Slurry Seal

2028-2030 (Under Review and Planning)

Road	PCI Index	Repair
Mt. Massive - Redcloud to Quandary Peak	3	Slurry Seal & Levelling
Pyramid Peak - Mountain to Quandary Peak	3	Slurry Seal & Levelling
Turner - 1st to Pyramid Peak	3	Slurry Seal
3rd - Indiana to Bunyan	4	Slurry Seal
4th - Bunyan to Water	2	M&O
1st - CR12 to Water	3	Crack and Slurry Seal
Welch Ave - 4th to Berthoud Parkway	4	Patching & Sealing
Nebraska - 1st to SE 4th	3	Cape Seal
Iowa - 1st to SE 4th	4	Patching & Sealing
Indiana - 1st to 2nd	3	Patching
Franklin - 3rd to 6th	3	M&O
Franklin - 3rd to 6th	3	M&O
Mary's Farm Alley - 1 Alley	1	Reconstruction
7th St. - Massachusetts to Franklin	3	Slurry Seal
8th St. - Mountain to Massachusetts	2	M&O
Oak Dr.	4	Slurry Seal
Elm Dr.	4	Slurry Seal
Wilshire Dr.	3	Patching & Sealing
Mary's Farm Alley - 1 Alley	1	Reconstruction
5th St - Welch Ave to Spartan Ave.	3	Patching & Sealing

5-year Road Improvements Plan, Cont'd.



Crack Seal



Slurry Seal



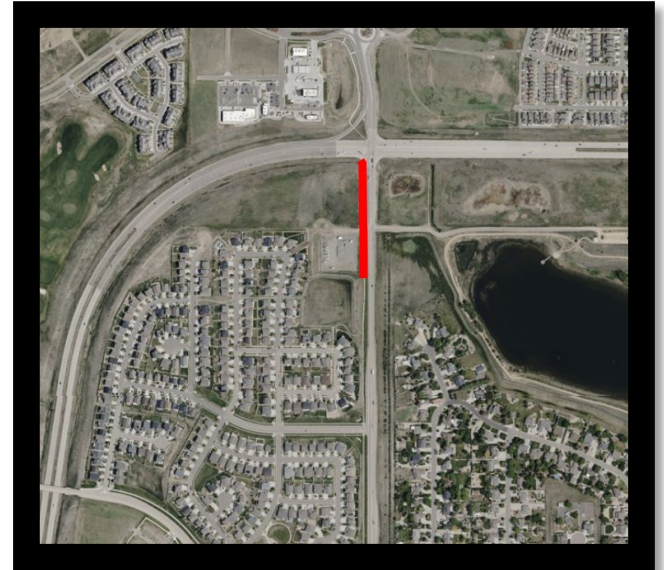
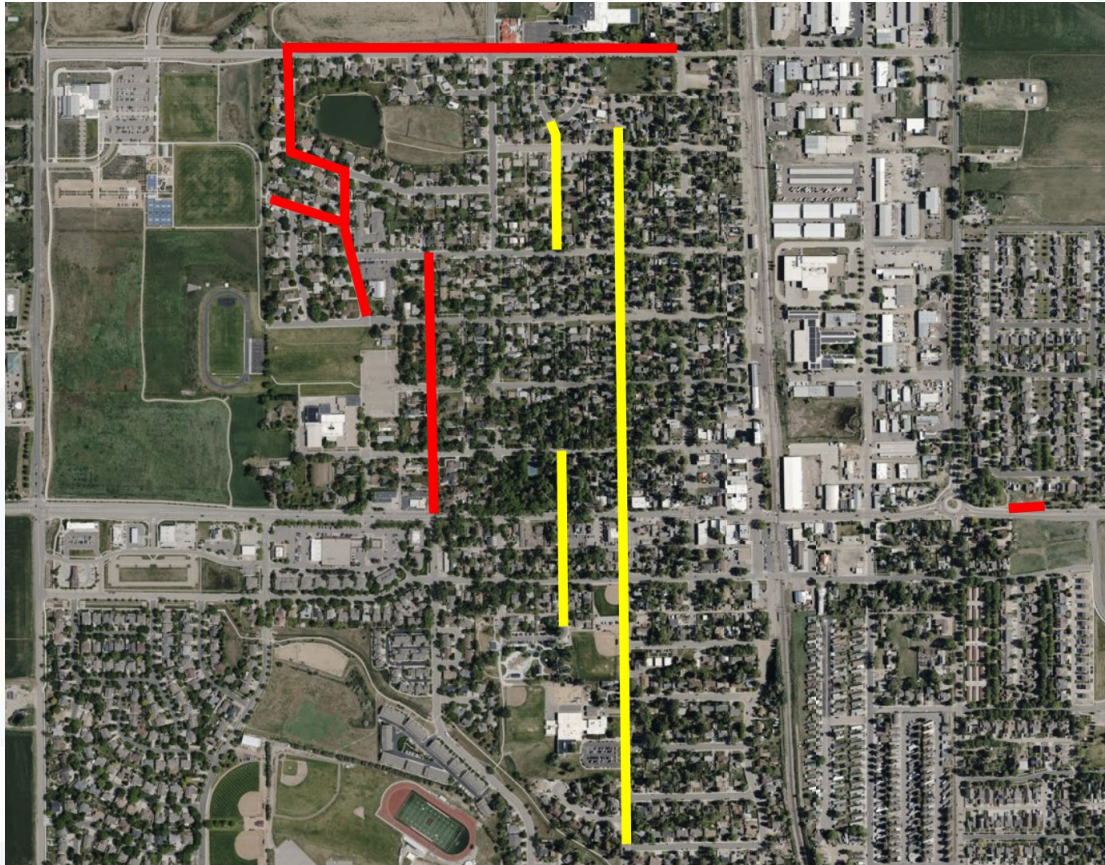
Mill & Overlay

Sidewalk Locations



2026 – Repairs not adjacent to scheduled roadway work shown

2027 – Repairs not adjacent to scheduled roadway work shown



Hammond Subdivision to
Hwy 287 crossing

Board of Trustees Feedback



Today we are looking for overall approval, feedback, & comments.

Next Steps...

Town staff will post 2026 Road and Sidewalk Projects for public bid.

BOARD OF TRUSTEES INFORMATION



PUBLIC WORKS DEPARTMENT

Meeting Date:	January 27, 2026
Agenda Title/Subject:	Newell Farm Concept Update
Type of Item:	Presentation
Purpose:	Board update and approval of current direction
Presented by:	Keith Knoll – Public Works Operations Manager

ATTACHMENTS:

- Presentation

BACKGROUND:

Town staff began working with Wenk Associates on the conceptual design for the Newell Farm property in November 2025. Since that time, a site visit and property tour have been completed, stakeholder interviews have been conducted, and two Parks, Open Space, Recreation, & Trails Committee (PORT) meetings have been held to discuss opportunities and constraints for the site.

Tyler Kiggins of Wenk Associates will present an overview of “What We Heard” during the first two months of the design process. Based on early input and analysis, the current working direction for the property is a passive, natural park that includes an amphitheater and a performing arts center.

Staff is seeking Board feedback on the following key questions:

1. Is a passive park that includes an amphitheater (up to 1,500-person capacity) and a performing arts center the appropriate direction for this site?
2. Should the layout be designed primarily to support local performances, or should they be scaled to attract larger regional or touring acts, with consideration for whether the site is expected to generate positive revenue?*

*It should be noted that designing facilities to accommodate larger or touring acts can require more complex infrastructure, increased technical capabilities, and higher construction and operating costs. At the conceptual design stage, the intent is not to fully evaluate cost, operational, or revenue implications, but rather to begin identifying the appropriate level of capability and scale so these considerations can be explored and informed as the design continues to advance.

Following this Board meeting, Wenk Associates will develop a 10% conceptual design for review. This concept will be shared with the PORT Committee and the Board of Trustees in March

FISCAL IMPACT AND FUND SOURCE:

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

COMMUNITY TOUCHSTONES:

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

RECOMMENDED ACTION(S):

Board update and feedback for current direction



Newell Farm Park Concept Update

Keith Knoll, Public Works Operations Manager



Park Planning Process



PORT Inventory

Early planning phase that defines a park's overall vision, goals, and layout, exploring ideas and possibilities without finalizing detailed designs, costs, or construction methods.

Conceptual Design

Construction Documents

Property Construction

Newell Farm Park

Berthoud, CO

Board of Trustees Meeting 01/27/2026



wenk



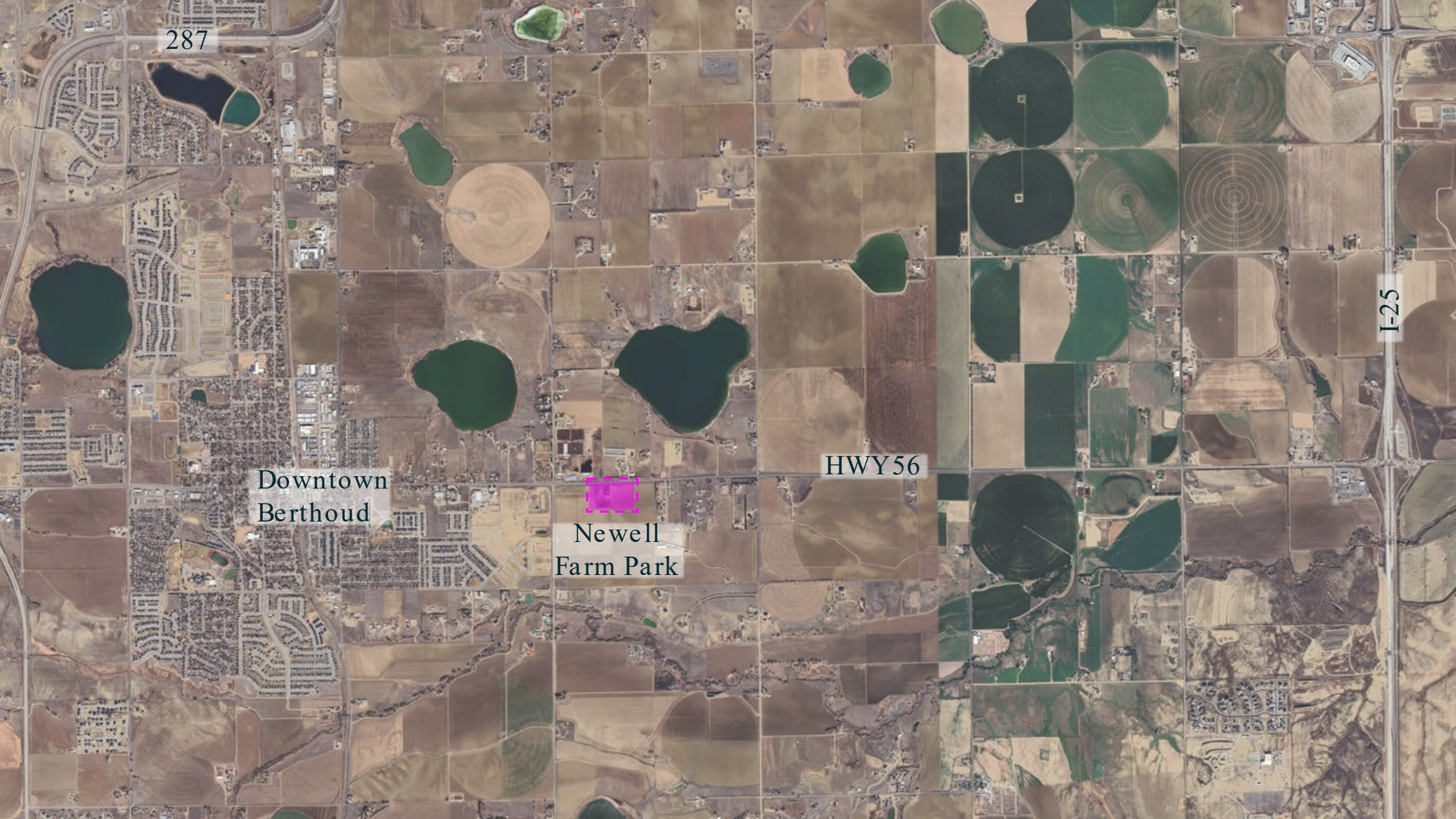
287

Downtown
Berthoud

Newell
Farm Park

HWY 56

I-25





HWY 56

Newell
Farm Park
~13 Acres

Schedule

January 2026

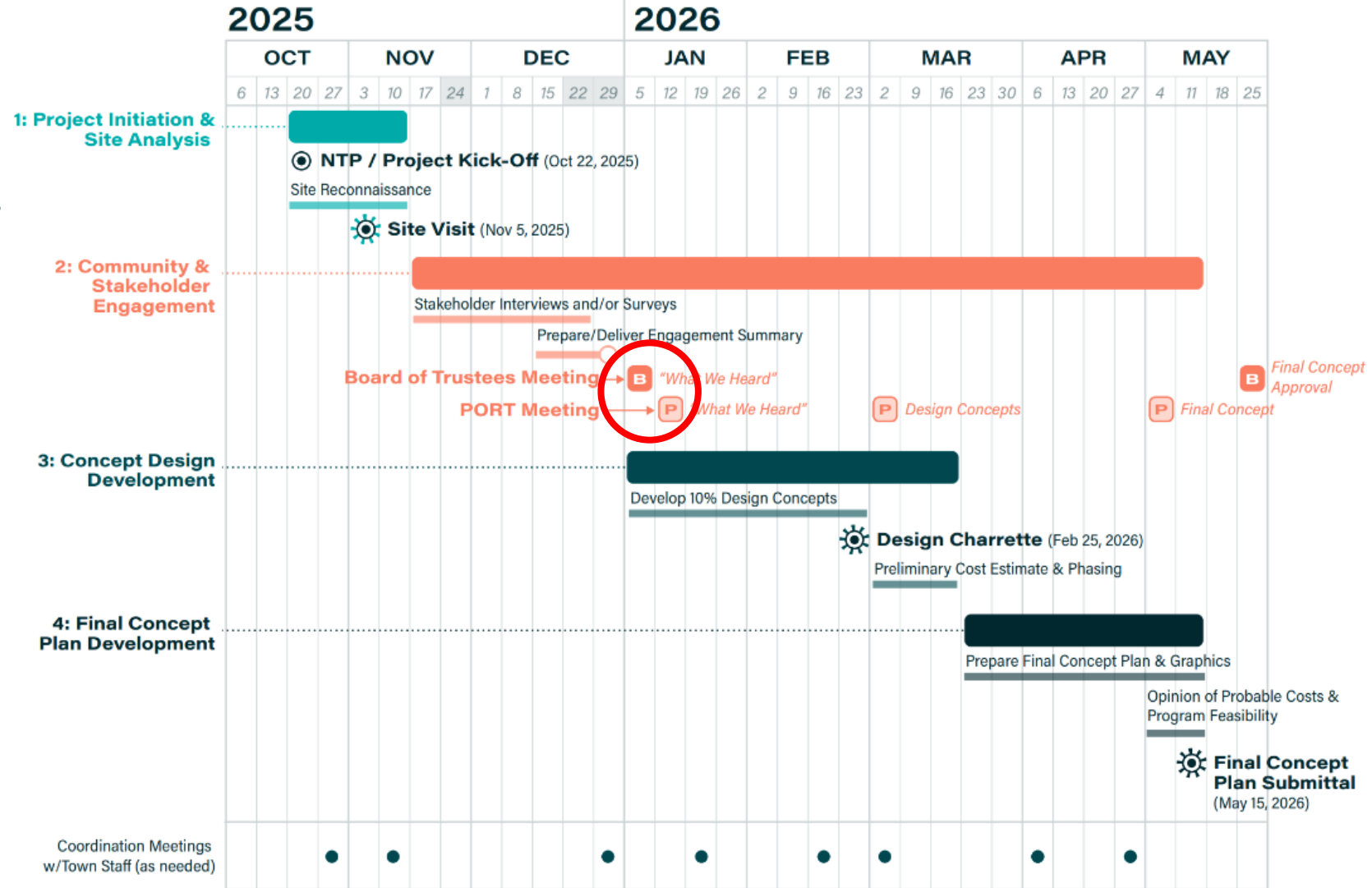
- Stakeholder / Similar Facility Interviews
- “What We Heard” - Engagement summary

February 2026

- 10% Design Concepts
- Design charrette on February 25th
- Potential survey

May 2026

- Final concept plan and graphics



Park Program | December 3, 2025 PORT Meeting

Program Alternative A - Active Park

Alternative A program is for a family friendly active park with a variety of amenities. This concept assumes that the park functions independent of the amphitheater and is open during the Town of Berthoud standard park operating hours. This concept capitalizes on the asphalt parking lot for the amphitheater and provides other high visitation and community activities such as a sports field, tennis, basketball, playground, and picnic opportunities. Amenities such as bocce, horseshoes, small play feature, and food and beverage are complimentary to the amphitheater and would be located nearby.

Required improvements

1. Electricity
2. Irrigation
3. Security lighting
4. Trash receptacles
5. Water service
6. Bike racks
7. Landscaping

Proposed Program and Amenities

1. 1.5-2-acre asphalt parking lot - size TBD
2. Group picnic shelter (approx 500 SF)
3. (1) Individual picnic shelter
4. Approx 2 acre turf play area for sports/games
5. Natural area around the perimeter of the site
6. Loop walk around the perimeter of the site
7. Basketball (one full court)
8. Tennis Court (4 full courts)
9. Volleyball court
10. Public Art
11. Bocce ball
12. Horseshoe pits
13. Playground and play feature near the amphitheater
14. Amphitheater - 1,500-person ($\frac{3}{4}$ acre)
15. Green Room
16. Future Community Performance Arts building - 750 people
17. BBQ grills
18. Benches
19. Fire pit
20. Drinking fountains
21. Restrooms with plumbing
22. Tree, shrub, grass, and perennial planting
23. Food and beverage - parking and hook-ups for food trucks



Park Program | December 3, 2025 PORT Meeting

Program Alternative B - Passive/'Naturalistic' Park Preferred Approach

Alternative B program is for a family friendly park focused on passive recreation with a rural identity. This concept assumes that the park functions independent of the amphitheater and is open during the Town of Berthoud standard park operating hours, including the lawn in the amphitheater area. A small permanent parking lot for daily use is included, but parking for events in the amphitheater is on a mowed field. Passive uses such as trails, hammocks, and benches for contemplation occupy much of the site with the more active amenities such as nature play, fire pit, and horseshoes are located near the amphitheater.

Required improvements

1. Electricity
2. Irrigation
3. Security lighting
4. Trash receptacles
5. Water service
6. Bike racks
7. Landscaping

Proposed Program and Amenities

1. 1.5-2-acre native parking lot (mowed for events) - size TBD
2. (2) Individual picnic shelters
3. Natural area
4. Trails throughout the site
5. Public Art
6. Horseshoe pits
7. Nature based playground
8. Amphitheater - 1,500-person (¾ acre)
9. Green Room
10. BBQ grills
11. Benches
12. Fire pit
13. Hammocks
14. Moveable seating
15. Drinking fountains
16. Portable restroom enclosure – assumes port-o-lets are brought in for concerts
17. Tree, shrub, grass, and perennial planting
18. Food and beverage - parking and hook-ups for food trucks



Park Program B – Passive / Naturalistic Park

Required improvements

1. Electricity
2. Irrigation
3. Security lighting
4. Trash receptacles
5. Water service
6. Bike racks
7. Landscaping

Proposed Program and Amenities

1. 1.5-2-acre native parking lot (mowed for events) - size TBD
2. (2) Individual picnic shelters
3. Natural area
4. Trails throughout the site
5. Public Art
6. Horseshoe pits
7. Nature based playground
8. Amphitheater - 1,500-person ($\frac{3}{4}$ acre)
9. Green Room
10. BBQ grills
11. Benches
12. Fire pit
13. Hammocks
14. Moveable seating
15. Drinking fountains
16. Portable restroom enclosure – assumes port-o-lets are brought in for concerts
17. Tree, shrub, grass, and perennial planting
18. Food and beverage - parking and hook-ups for food trucks



Amphitheater Top Priorities

Family-Friendly - non-alcoholic – though currently patrons permitted to BYOB, free parking

Impeccable Sound – efficient and effective network of speakers

Provide Shade - trees/tensile shade structures

Visual Cues - maintain rural/farming identity and Newell history – keep sense of place



Newell Farm Concert Series – Berthoud, CO

Amphitheater Stakeholder Interviews

- Arvada Center
- Heritage Lakewood Belmar Park
- The Gardens on Spring Creek
- Swallow Hill – scheduling and talent booking
- Town of Berthoud – residents that have attended/ volunteered/ worked for a concert at Newell Farm



The Gardens on Spring Creek – Fort Collins, CO

Stakeholder Interviews | What We Heard

Operations

- Aim to sell out every show – national acts require infrastructure
- 6-20 shows a year is average – at least one free show each season
- Clear and direct access to the loading and stage area is important
- Employee tasks to run an amphitheater are not typical of a town staff person
- Offer a range of programming – touring acts and culturals
- Volunteers can be a great resource for staffing help



Stage & Sound

- Larger stage allows for a variety of programming
- Hire out sound and lighting – Investing in a permanent truss, rigging, speakers, and lighting helps bring the cost per show down
- Sound complaints happen – check sound levels at the property edge and consider sound attenuation walls, cut-off time, and using landform
- Include an abundance of power, especially for lighting
- Keep the existing Newell Farm stage as a secondary smaller option



The Dillon Amphitheater – Dillon, CO

Amphitheater

- Grass surface performs well, make a nice gentle slope
- Consider somewhere to hide in inclement weather
- Include shade
- Chair sitting, blanket sitting, and dancing all need to co-exist



Amphitheater

- Amphitheater capacity varies from 600 to 2,200
- General admission seating
- Consider the view behind the stage – can't be distracting
- South and north facing amphitheaters can be successful – preference for north/northeast



Heritage Lakewood Belmar Park – Lakewood, CO

Support Facilities

- Consider play elements or other items to entertain children
- Consider the location for the merchandising tent – needs power and Wi-Fi
- Food and beverage is nice to have
 - BYOB is a good option
 - Food trucks are great – make sure there are enough and they can be unreliable
 - Alcohol can generate revenue



Support Facilities

- Port-O-Lets are being used, plumbed restrooms are the preference – especially for the talent
- A green room is a great amenity
- Parking is the largest concern – make sure there is enough
- Consider emergency access and procedures including a first aid tent
- Consider climate-controlled storage for the talent
- Consider play elements or other items to entertain children



Levitt Pavilion – Denver, CO

Schedule

January 2026

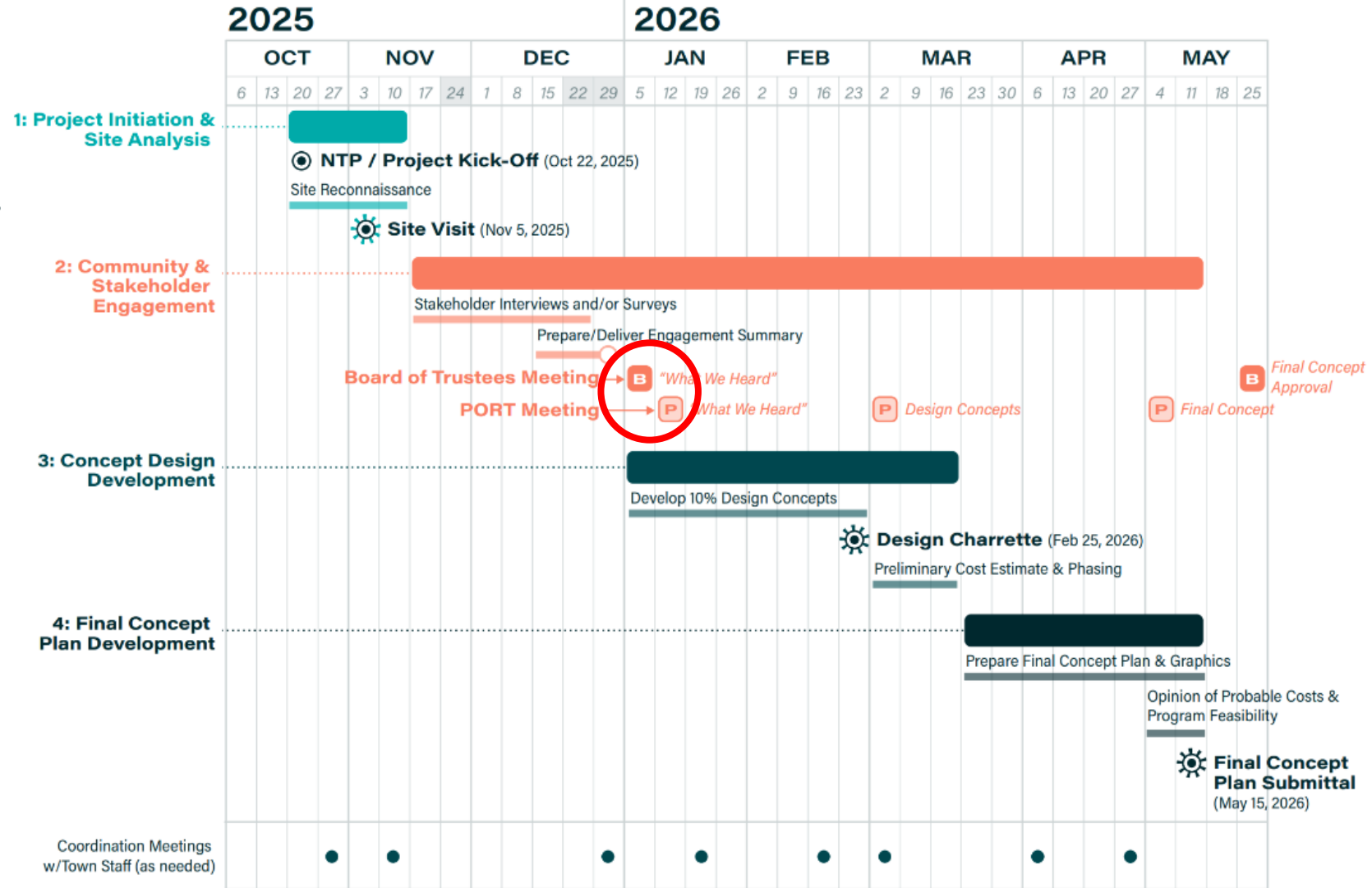
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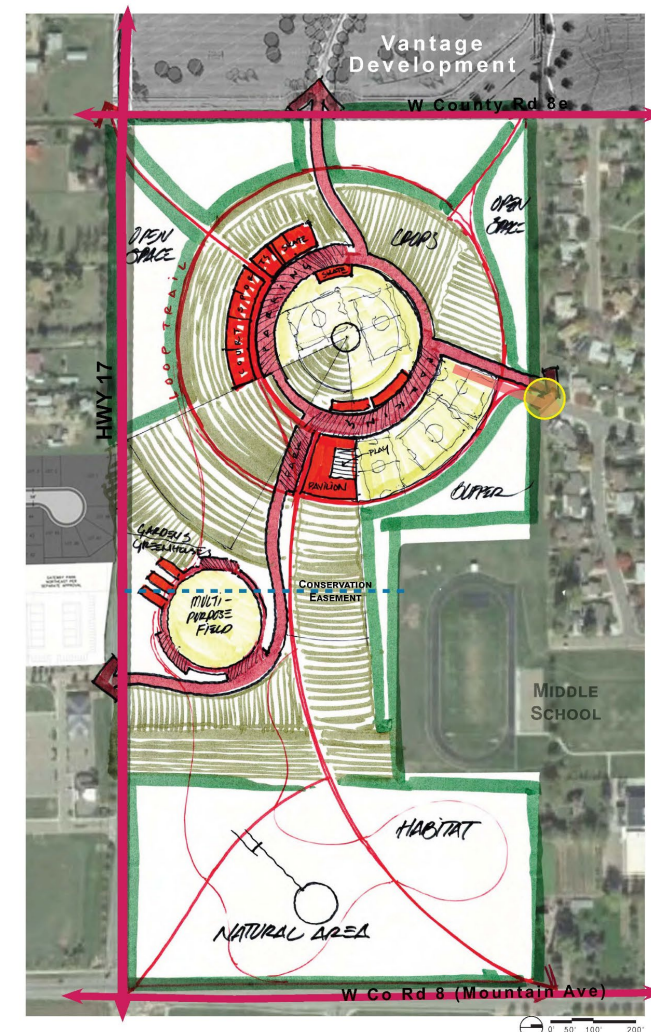
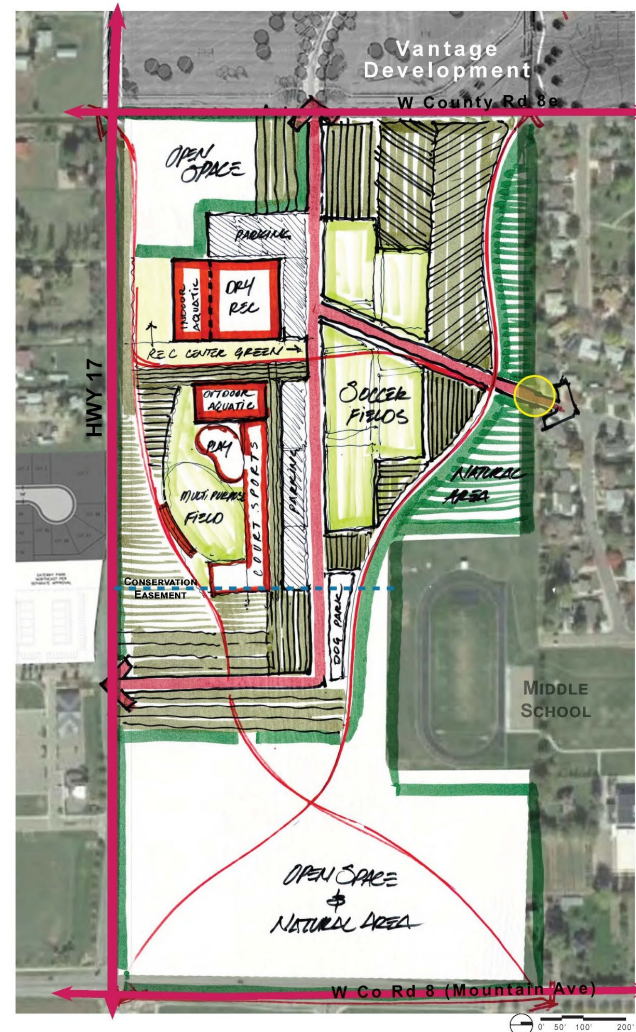
- Final concept plan and graphics



Next Steps

10% Concept Plans for February Charrette

- Passive Park Program – PORT Preference
- Amphitheater Top Priorities
 - Family-Friendly
 - Impeccable Sound
 - Provide Shade
 - Visual Cues
- Stakeholder Interviews
 - Operations
 - Stage and Sound
 - Amphitheater
 - Support Facilities

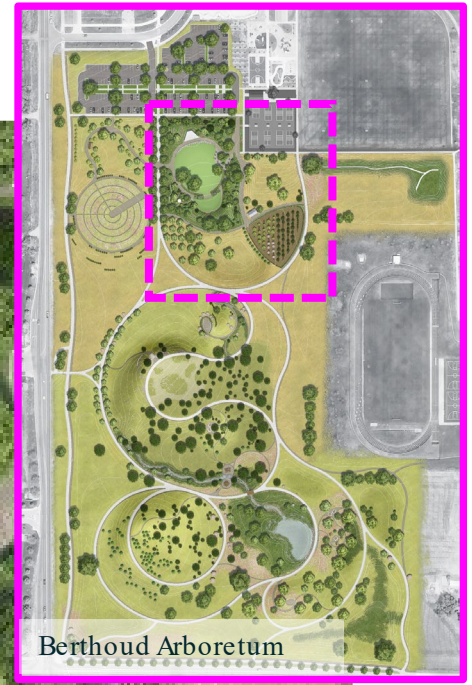


10% Concept Plans for Waggener Farm Park, Berthoud, CO

Berthoud Arboretum – Event Lawn

Event Lawn

- 18,000 SF / .41 Acres Main Lawn
- Variety of events and rentals
- Live music – Local Acts, 800-1000 Capacity



Board Discussion



1. Is a passive park that includes an amphitheater (approximately 1,500-person capacity) and a performing arts center the appropriate direction for this site?
2. Should the layout be designed primarily to support local performances, or should they be scaled to attract larger regional or touring acts, with consideration for whether the site is expected to generate positive revenue?