



Planning Commission Meeting

441 3rd Street, Mead

June 18, 2025

Agenda

6:00 p.m. to 10:00 p.m. Regular Meeting

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

https://us02web.zoom.us/webinar/register/WN_Z2agr40JTBOoPZyNdtM0pA

1. Call to Order – Roll Call

Chairman Karen Peterson
Chair Pro Tem Ryan Sword
Commissioner Gerald Abshier
Commissioner Charles Gehringer
Commissioner William Jorgensen
Commissioner Alternate Chad Rademacher (1)
Commissioner Alternate Timothy Corliss (2)

2. Pledge of Allegiance to the Flag

3. Review and Approve Agenda

4. Public Comment:

3 minute time limit. Comment is for any item on the agenda unless it is set for public hearing.

5. Approval of Minutes

a. Approval of Minutes - Regular Meeting May, 21, 2025

6. Community Development Update

- a. Mead Housing Assessment - Admin. Project
- b. LUC Update - Code Amendment
- c. Mead/Berthoud IGA

7. Adjournment

The Town of Mead is committed to providing accessible documents and resources for all individuals. However, some complex documents may not be fully accessible in their original format. If you need assistance or reasonable accommodation to access these materials, please contact us by phone 970-535-4477 or email info@townofmead.org.



Minutes

6:00 p.m. to 10:00 p.m. Regular Meeting

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

https://us02web.zoom.us/webinar/register/WN_Z2aqr40JTBOoPZyNdtM0pA

1. Call to Order – Roll Call

A regular meeting of the Planning Commission of the Town of Mead, CO was called to order at 06:01 PM

Chairman Karen Peterson
Chair Pro Tem Ryan Sword
Commissioner Gerald Abshier
Commissioner Charles Gehringer
Commissioner William Jorgensen
Commissioner Alternate Timothy Corliss (1)
Commissioner Alternate Chad Rademacher (2)

Attendance

There being present the following members to wit:

Chair Karen Peterson
Chair Pro Tem Ryan Sword
Commissioner Charles Gehringer (Via remote access)
Commissioner William Jorgensen
Commissioner Alternate Timothy Corliss (1)
Commissioner Alternate Chad RAdemacher (2)

Those absent:

Commissioner Gerald Abshier

Also present: Community Development Director Jason Bradford; Town Planners Collin Mieras & Alexander Ailey; Town Attorney Silvia Buchenic; Administrative Clerk Karla Motley; Secretary, Ana Bohl.

Attending via remote access: Commissioner Gehringer.

2. Pledge of Allegiance to the Flag

All present pledged allegiance to the flag.

3. Review and Approve Agenda

Chair Pro Tem Sword motioned to Approve Agenda. Commissioner Jorgensen seconded the motion.

Ayes: Chair Peterson, Chair Pro Tem Sword, Commissioner Gehringer, Commissioner Jorgensen, Commissioner Corliss

Nays: None

Abstaining: None

Passed

4. Public Comment:

3 minute time limit. Comment is for any item on the agenda unless it is set for public hearing.

There was no public coment at this time

5. Approval of Minutes

- a. Approval of Minutes - Regular Meeting April 16, 2025

Chair Pro Tem Sword motioned to Approve Approval of Minutes - Regular Meeting April 16, 2025. Commissioner Jorgensen seconded the motion.

Ayes: Chair Peterson, Chair Pro Tem Sword, Commissioner Gehringer, Commissioner Jorgensen, Commissioner Corliss

Nays: None

Abstaining: None

Passed

6. Message From the Mayor

Joining remotely via Zoom, Mayor Whitlow addressed the Planning Commissioners, Community Development Director, and Staff to express both her own and the Board of Trustees' deep appreciation for their dedication and service. She acknowledged their hard work and commitment, and the importance of the role they play in shaping the community's future. The Mayor reminded everyone of the Town's core values and the responsibility they hold in serving its residents.

7. Public Hearing

- a. Public Hearing- AMK Annexation 2 and Initial Zoning

Chair Peterson opened the public hearing at 6:09 p.m.

Town Planner Collin Mieras presented the recommendation of approval of the AMK Annexation 2 and initial zoning as Light Industrial (LI).

Commissioners commented and asked questions, and those were addressed by Mr. Mieras.

Chair Peterson asked if anyone present wanted to provide comments. No public comment was provided. Chair Peterson closed the public hearing at 6:17 p.m.

- i. **Resolution 06-PC-2025** - A Resolution of the Planning Commission of the Town of Mead, Colorado Recommending Approval of the AMK Annexation 2, and Further Recommending the Establishment of Initial Zoning for the Subject

Property as Light Industrial (LI)

Commissioner Gehring motioned to Approve **Resolution 06-PC-2025** - A Resolution of the Planning Commission of the Town of Mead, Colorado Recommending Approval of the AMK Annexation 2, and Further Recommending the Establishment of Initial Zoning for the Subject Property as Light Industrial (LI). Commissioner Jorgensen seconded the motion.

Ayes: Chair Peterson, Chair Pro Tem Sword, Commissioner Gehring, Commissioner Jorgensen, Commissioner Corliss

Nays: None

Abstaining: None

Passed

8. New Business

- a. POST Master Plan Logo and Branding

Town Planner Collin Mieras provided an update on the progress of the Parks, Open Space, and Trails Master Plan update, website and next steps. Mr. Mieras presented two options for the potential logos, prepared by the Town's consultants. Commissioners discussed and shared their preferences.

9. Adjournment

Chair Pro Tem Sword motioned to Adjourn Adjournment. Commissioner Jorgensen seconded the motion.

Ayes: Chair Peterson, Chair Pro Tem Sword, Commissioner Gehring, Commissioner Jorgensen, Commissioner Corliss

Nays: None

Abstaining: None

Passed

The regular meeting of the Planning Commission for May 21st, 2025, was adjourned at 6:31 p.m.

10. Work Session

- a. Training: Legal and Procedural refresh
- b. Training: AMM Board Portal demonstration

Karen Peterson, Chair

ATTEST:

Ana Bohl, Secretary



Agenda Item Summary

Agenda Date: 6/18/2025
Subject: Mead/Berthoud IGA
Presented by: Jason Bradford, Community Development Director

Summary:

On May 27, 2025, the Board of Trustees approved Resolution No. 32-R-2025, attached to this Agenda Item Summary as **ATTACHMENT 1**, which renewed the Town's Shared Growth Boundary Intergovernmental Agreement with the Town of Berthoud.

State law authorizes local governments to cooperate for purposes of planning and regulations the development of land, and enter into agreements regarding same, as provided in C.R.S. Sections 29-20-101, et. seq.; C.R.S. Section 29-1-203; and 18(2)(a) and (b) of Article XIV of the Colorado Constitution. Accordingly, the Towns of Mead and Berthoud (each a "Town," and together the "Towns") previously entered into that certain Boundary Agreement Between the Town of Mead and Town of Berthoud dated December 8, 2009, and attached to this Agenda Item Summary as **ATTACHMENT 3** (the "2009 IGA"). Section 14 of the 2009 established an initial five (5) year term and includes language permitting the extension of the 2009 IGA for " ... successive five year periods ..." The Towns have continued to honor the terms of the 2009 IGA.

As the Towns have each experienced significant growth since the original document was established, and the Towns established a separate intergovernmental agreement regarding the cost sharing and design of a paving project for CR 7 in 2024, both Towns' planning and community development staff determined that it would be beneficial to re-visit, modernize, and re-establish an agreement regarding the area around the Towns' shared growth boundaries. The shared growth boundary is based on the Berthoud Growth Management Area established in Berthoud's 2021 Comprehensive Plan and associated master plans, and Mead's Planning Influence Area established in Mead's 2018 Comprehensive Plan and associated master plans, which shared growth boundary is more particularly shown as **Exhibit B** ("Shared Growth Boundary") in the 2025 IGA, attached to this Agenda Item Summary as **ATTACHMENT 2** (THE "2025 IGA").

The Urban Growth Boundary Agreement, in the 2025 IGA provides requirements and expectations for each Town in relation to the Shared Growth Boundary, similarly to the 2009 IGA. In addition to including an updated Shared Growth Boundary, the 2025 IGA preserves the 2009 IGA provisions prohibiting each Town from annexing property in the other Town's growth management area. Both IGAs establish policies that commit each Town to cooperate and coordinate on the planning of regional infrastructure, establish minimum development standards, require notification of Comprehensive Plan revisions and development proposals within certain distances from the Shared Growth Boundary, and establish policies regarding parcels spanning the Shared Growth Boundary. While many of the 2025 IGA provisions match the 2009 IGA, there are some differences. Below is a description of the proposed 2025 IGA provisions and differences with the 2009 IGA:

Growth Management Areas. This section establishes the urban growth boundary for each

town. This section is similar to the 2009 IGA, except that Berthoud's urban growth boundary has expanded to include new territory outside of the north and west of Mead's urban growth boundary. See Exhibit A-1 and A-2 of the 2025 IGA compared to Exhibit A of the 2009 IGA.

Annexation Policy Relative to Boundary Line. This section states that neither Town will seek to annex territory outside of the agreed upon urban growth boundary. The language in this section is similar to the 2009 IGA.

Annexation Policy Relative to Roads and Rights-of-Way. This section states that the Town that annexes territory adjacent to an existing right-of-way (ROW), shall annex the entire width of the ROW. However, should territory be annexed that is adjacent to a ROW that does not yet exist, the annexation and design of said future ROW shall be agreed upon and determined by a separate written agreement. The language in this section is similar to the 2009 IGA.

Roadway Access and Maintenance. This section specifies that both Towns shall coordinate roadway access points along adjacent ROWs and shall not unnecessarily withhold access permits from the other Town that meet the applicable regulations. This is a new paragraph, though the language is similar to language in the 2009 IGA.

Notice of Development Proposals and Comprehensive Plan Revisions. This section requires each Town to provide a 15-day referral to the other Town for all formal development applications located within a quarter of a mile of the other Town's Growth Management Area, for review and comment. It also requires a 15-day referral to the other town for any proposed amendments to a Comprehensive Plan. This section is similar to the language in the 2009 IGA. However, the distance requirement for development application referrals was increased from 500 feet to a quarter of a mile (1,320 feet) and the notice timeframe was reduced from 25-days to 15-days for consistency with other public notice timeframes.

Divided Parcels. This section acknowledges that the Towns should cooperate and coordinate on the development and provision of municipal services for any parcels of land, under single ownership and that span the Shared Growth Boundary, in order to avoid duplication of municipal services. The language in this section is similar to the 2009 IGA.

Prohibited Uses Adjacent to Boundary. This section acknowledges that the Towns will not permit Storage Facilities, as defined in the 2025 IGA, within a quarter of a mile of the Shared Growth Boundary. This is a new policy from the 2009 IGA.

Shared Growth Boundary Plan. This section sets forth the intention of both Towns to establish a joint vision plan for a distance of a quarter of a mile on either side of the WCR 40 roadway alignment corridor. Mead and Berthoud staff shall meet to discuss next steps to establish the plan no later than December 31, 2028. The purpose of the vision plan is to coordinate on the design, construction, funding, and timeline of WCR 40 improvements, including an access control plan. This policy is more specific and detailed than the language in the 2009 IGA, though similar in intent to language in the 2009 IGA.

Term and Termination. This section establishes an initial ten-year term for the 2025 IGA, with an automatic subsequent renewal, for one-year terms, unless either Town requests termination or amendments. Either Town may request amendments to the IGA with a 30-day notice to the other Town. This section is similar to the language in the 2009 IGA. However, the 2009 IGA had a five-year term, with five-year extensions, while the 2025 IGA extensions are automatic. All amendments to the 2025 IGA must be in writing executed by both Towns.

Financial Considerations:

The IGA anticipates the two Towns' cooperation in the establishment of a Shared Growth Boundary plan. This Shared Growth Boundary plan will include a joint vision plan for the CR 40

corridor, including an access control plan. The IGA also anticipates that the Towns may create a joint committee, consisting of staff and elected officials and/or appointed officials from each Town to facilitate and develop particular aspects of the Shared Growth Boundary plan. This effort may necessitate the expenditure of funds for the hiring of a third-party consultant and/or other funding requirements related to this effort. Should any significant costs be anticipated, Town staff will provide the Board with relevant information and seek the Board's approval.

Staff Recommendation / Actions Required:

No action required. Staff update.

Attachments:

- 1. Reso 32-R-2025 Mead and Berthoud Urban Growth Boundary IGA-UA
- 2. Berthoud_Mead IGA_(2025)_final-UA
- 3. Boundary Agreement 2009

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 32-R-2025**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE URBAN
GROWTH BOUNDARY AGREEMENT BETWEEN THE TOWN OF MEAD AND THE TOWN
OF BERTHOUD**

WHEREAS, the Town of Mead ("Town") and the Town of Berthoud ("Berthoud"), as Colorado governmental entities, are empowered pursuant to Article XIV, §18 of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*, to cooperate or contract via intergovernmental agreement for the purposes of planning or regulating the development of land; and

WHEREAS, the Town and Berthoud desire to enter into an intergovernmental agreement in order to establish an urban growth boundary and provisions for coordination and cooperation between the Towns in the growth boundary area, as more particularly provided in the agreement attached to this Resolution as **Exhibit 1** (the "IGA"); and

WHEREAS, the Board of Trustees desires to approve the IGA in substantially the form attached to this Resolution as **Exhibit 1** and further desires to delegate authority to the Town Manager to execute the IGA on behalf of the Town.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The foregoing recitals and findings are incorporated herein as findings and conclusions of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the IGA in substantially the form attached hereto; (b) authorizes the Town Manager, in consultation with the Town Attorney, to make any non-material or non-substantive changes to the IGA as may be necessary that do not increase the Town's obligations; and (c) authorizes the Town Manager to execute the IGA on behalf of the Town when in final form.

Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF MAY, 2025.

ATTEST:

By: 
Mary E. Strutt, MMC, Town Clerk



TOWN OF MEAD:

By: 
Colleen G. Whitlow, Mayor

EXHIBIT 1
URBAN GROWTH BOUNDARY AGREEMENT

(Exhibit begins on the next page)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF MEAD AND TOWN OF BERTHOUD
URBAN GROWTH BOUNDARY AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2025 ("**Effective Date**"), by and between the TOWN OF BERTHOUD, a Colorado municipality with an address of 807 Mountain Avenue, P.O. Box 1229, Berthoud, Colorado 80513 ("**Berthoud**") and the TOWN OF MEAD, a Colorado municipality with an address of 441 Third Street, P.O. Box 1229, Mead, Colorado 80542 ("**Mead**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, the State of Colorado has authorized and encouraged local governments to cooperate or contract with each other for the purposes of planning or regulating the development of land pursuant to the Local Government Land Use Control Act, C.R.S. § 29-20-101, *et seq.*, C.R.S. § 29-1-203, and § 18(2)(a) and 2(b) of Article XIV of the Colorado Constitution; and

WHEREAS, growth, development, and demands for municipal services exist, and will continue to exist within the geographic vicinity of Mead and Berthoud; and

WHEREAS, certain unincorporated areas of Weld County are located between Mead and Berthoud; and

WHEREAS, Mead has adopted a comprehensive plan titled the *Town of Mead Comprehensive Plan* updated in March 2018, as well as the *Town of Mead Open Space, Parks & Trails Master Plan* in 2011 and currently under review (together, the "**Mead Plans**"); and

WHEREAS, Berthoud has adopted an update to the Town of Berthoud Comprehensive Plan in 2021, the *Berthoud Open Space Plan* in 2021, the *Berthoud Trails Master Plan* in 2022, *Landscape Design Guidelines* in 2023 and *Architectural Guidelines* in 2021 ("**Berthoud Plans**") (together with the Mead Plans, the "**Plans**"); and

WHEREAS, Mead and Berthoud recognize the desirability of establishing growth boundaries between their respective municipalities in order to plan effectively and efficiently for the orderly growth and development of each municipality, the provision of municipal services, the conservation of available resources for all of their respective citizens, the promotion of economic viability of both municipalities, and the raising of revenue sufficient to meet the needs of the citizens, as well as to avoid unnecessary duplication of governmental services, and to simplify governmental structure when possible; and

WHEREAS, the Parties have established urban growth and planning influence areas pursuant to their respective Plans as reflected in Section 1 of this Agreement, and desire to establish this Agreement for the purposes of planning for future annexation and guiding the use of land within these described areas; and

WHEREAS, cooperation and increased coordination between the Parties, as represented in this Agreement, in planning for the affected geographic area will enhance the ability of the Parties to achieve their respective and common goals; and

WHEREAS, each Party's Board of Trustees has adopted a resolution approving this

Agreement and authorizing its execution.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Growth Management Areas.** Each Party has approved boundaries for its respective urban growth and planning influence area as part of its Comprehensive Plan (“Growth Management Area” or “GMA”). The Growth Management Area for Berthoud is contained in Exhibit A-1. The Growth Management Area for Mead is contained in Exhibit A-2.

2. **Annexation Policy Relative to Boundary Line.** Neither Party shall annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex, nor entertain a petition to annex any territory that lies in the Growth Management Area of the other Party.

The Parties further agree that they shall not, in any manner, become directly or indirectly involved with the annexation of property in the GMA of the other municipality, or oppose the other municipality's annexation of property in its own GMA, except as provided herein.

In the event that either municipality is contacted by any person in connection with any matter involving the annexation of land that lies within the GMA of the other municipality, the contacted municipality shall immediately refer such person to the other municipality for exclusive disposition thereof.

3. **Annexation Policy Relative to Roads and Rights-of-Way.** Notwithstanding any provision of this Agreement to the contrary, both municipalities acknowledge that should an annexation occur within either municipality relating to property abutting existing public roads or rights-of-way divided in some manner by the shared boundary line between each Party’s GMA, the annexation that occurs first in any given location will include the entire width of the road or right-of-way, and the annexing municipality shall therefore have jurisdiction over the road segment or right-of-way in question. Annexations of property abutting proposed roads or rights-of-way that do not yet exist that are divided in some manner by the boundary line shall have issues of annexation and jurisdiction of said roads or rights-of-way determined by a separate written agreement between the municipalities at the time the annexation is processed. Both Parties shall collaborate on the design standards and expectations for the full build-out of the road.

4. **Roadway Access and Maintenance.** Absent separate agreement, surface maintenance of any right-of-way shall be the responsibility of the municipality within which the right-of-way lies. Each municipality shall provide any access necessary for the other Party’s maintenance of its right-of-way. Neither Party shall withhold right-of-way access permits for new development when the permit application meets all applicable requirements.

5. **Notice of Development Proposals and Comprehensive Plan Revisions.**

a. **Proposed Development.** Each Party shall refer to the other Party all formal petitions and/or applications for annexation, zoning, platting, subdividing, and/or development of any land within a quarter of a mile of the other Party’s GMA boundary (“Application”). The referral shall include the first formal submittal of any Application. Written notice shall also be provided to the other Party either in accordance with Section 13(e) below, at

least 15 days prior to any public meeting or hearing on the matter so that it may comment on the proposal and appear as an interested party and be heard. Comments, consideration, and input may pertain to, but shall not be restricted to, site access, layout, storm water management, building materials, landscaping, buffering, lighting, signage, setbacks, design criteria, and similar site-specific features.

- b. **Comprehensive Plan Amendments.** Each Party shall provide notice to the other Party of any proposed change to its respective Comprehensive Plan that would affect land within the other Party's GMA. Each Party shall comply with the provisions of C.R.S. § 24-32-3209(2)(a) by providing written notice at least fifteen days in advance of the first public hearing at which a Party will consider any comprehensive plan or comprehensive plan amendments. The Party to whom the referral is sent may provide written comments or objections any time prior to adoption of the comprehensive plan or plan amendments. In the event mediation is requested as part of the objection, such mediation shall be conducted in accordance with C.R.S. § 24-32-3209(2)(b) and (2)(c).

6. **Statutory Rights Preserved.** This Agreement shall not be construed to limit or adversely affect the right of either municipality to file a statutory objection to or litigation over any proposed County zoning, or any other extraterritorial right granted to it by Colorado law.

7. **Divided Parcels.** The Parties acknowledge that there may now, or in the future, be lots, parcels, or tracts of land under single ownership that lie on both sides of the boundary line of the Parties' GMAs. In the event such property divided by the boundary line is proposed for development, the Parties agree to cooperate in the development of such property as may be required to provide appropriate municipal services for the benefit of the property owners and each municipality. Nothing that may be accomplished by such cooperation shall be construed as, or have the effect of, changing or abrogating the boundary line. It is the intention of the Parties to avoid duplication of municipal services wherever possible.

8. **Prohibited Uses Adjacent to Boundary.** It is mutually agreed that neither Mead nor Berthoud shall allow the development of any Storage Facility, as defined herein, within one quarter mile (¼ mi) of the shared boundary between the Parties' GMAs. A Storage Facility means an indoor or outdoor facility with storage space for rent or as part of a commercial or industrial use, including but not limited to enclosed mini-storage warehouses, self-service storage, and/or auto, recreational vehicle, boat, and truck storage.

9. **Shared Growth Boundary Plan.** The Parties recognize that it is in the best interest of each municipality to create a joint vision plan for the Weld County Road ("WCR") 40 corridor adjoining both GMAs, as shown in Exhibit B ("**Shared Growth Boundary**"). The regional plan for the Shared Growth Boundary shall consist of a one-quarter mile distance on either side of the WCR 40 alignment and shall include an access control plan for WCR 40. The Parties shall set a time and date no later than December 31, 2028, for their respective staff to meet, either in-person or electronically, to discuss further details of the Shared Growth Boundary plan, including design, construction, funding, utilities, and timeline for completion of WCR 40 improvements. The Parties may create a joint committee with staff and elected or appointed officials from each municipality to develop the Shared Growth Boundary plan or particular aspects of same.

10. **Other Agreements Between the Parties.** The Parties acknowledge that there are and may be in the future other intergovernmental agreements between the Parties and that the existence of such

agreements shall not impact the validity of this Agreement except in accordance with the termination and amendment provisions contained herein. In particular, the Parties acknowledge that the Intergovernmental Agreement Between the Town of Mead and the Town of Berthoud Regarding Cost Sharing for Design Costs for Paving County Road 7, executed in 2024, which relates to the funding and design of improvements to WCR 7 north of WCR 38 and south of State Highway 56 (WCR 44) (“**WCR 7 IGA**”). This Agreement is not intended to supersede the WCR 7 IGA and shall be construed so as to give effect to both this Agreement and the WCR 7 IGA.

11. **Consents/Approvals.** Whenever this Agreement calls for the consent or approval of a Party, to be effective, such consent shall be in the form of a resolution duly enacted by the Mead or Berthoud Board of Trustees, as applicable.

12. **Term and Termination.** This Agreement shall remain in effect for an initial ten-year term, beginning on the Effective Date, with automatic renewal thereafter for subsequent one-year terms, if neither Party requests termination or amendment. Either Party may request amendments to this Agreement at any time by providing the other Party with 30-day notice of a request to amend the agreement. The Parties agree to work cooperatively and in good faith to amend the Agreement for the benefit of both Parties. All amendments must be in writing executed by both Parties to be effective.

13. **Miscellaneous.**

- a. **Amendment.** This Agreement may be amended in writing executed by both Parties.
- b. **Severability.** If any provision of this Agreement is declared invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and effect of any other provision shall not be affected, and such invalid provision shall be deemed deleted from this Agreement in a manner to give effect to the remaining provisions, except that if a requirement or limitation in such provision is declared invalid as to one Party, it shall likewise be deemed invalid as to the other Party.
- c. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto. Nothing contained in this Agreement shall be used or construed to affect, support, bind, or invalidate the boundary claims of either Party insofar as they shall affect any municipality or county not a party to this Agreement. Nothing contained in this Agreement shall be construed to require Mead or Berthoud to annex any property or to provide any services to any land. Nothing contained in this Agreement shall be construed to require either party to obtain other boundary agreements or similar intergovernmental agreements (IGAs), or to plan for land uses for properties that have been designated to the other party in this Agreement, and thus it is recognized that some unincorporated areas may remain undesignated by boundary agreements. Nothing contained in this Agreement shall be construed to entitle either Party, or any person, firm, partnership, or corporation claiming protection under or by virtue of the existence of this Agreement, to a judgment for monetary damages against the other for violation of the terms of this Agreement.

the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties and their officers or employees.

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This Agreement shall be effective for all purposes on and after the Effective Date as further provided herein.

TOWN OF BERTHOUD, COLORADO

By: _____
_____, Town Administrator, *authorized pursuant to Resolution No. _____*

Date of execution: _____, 20__

ATTEST:

REVIEWED BY:

By: _____
Town Clerk

By: _____
Town Attorney

[Town of Berthoud signature page.]

TOWN OF MEAD, COLORADO

By: _____
Helen Migchelbrink, Town Manager, *authorized pursuant to Ordinance No. _____*

Date of execution: _____, 20__

ATTEST:

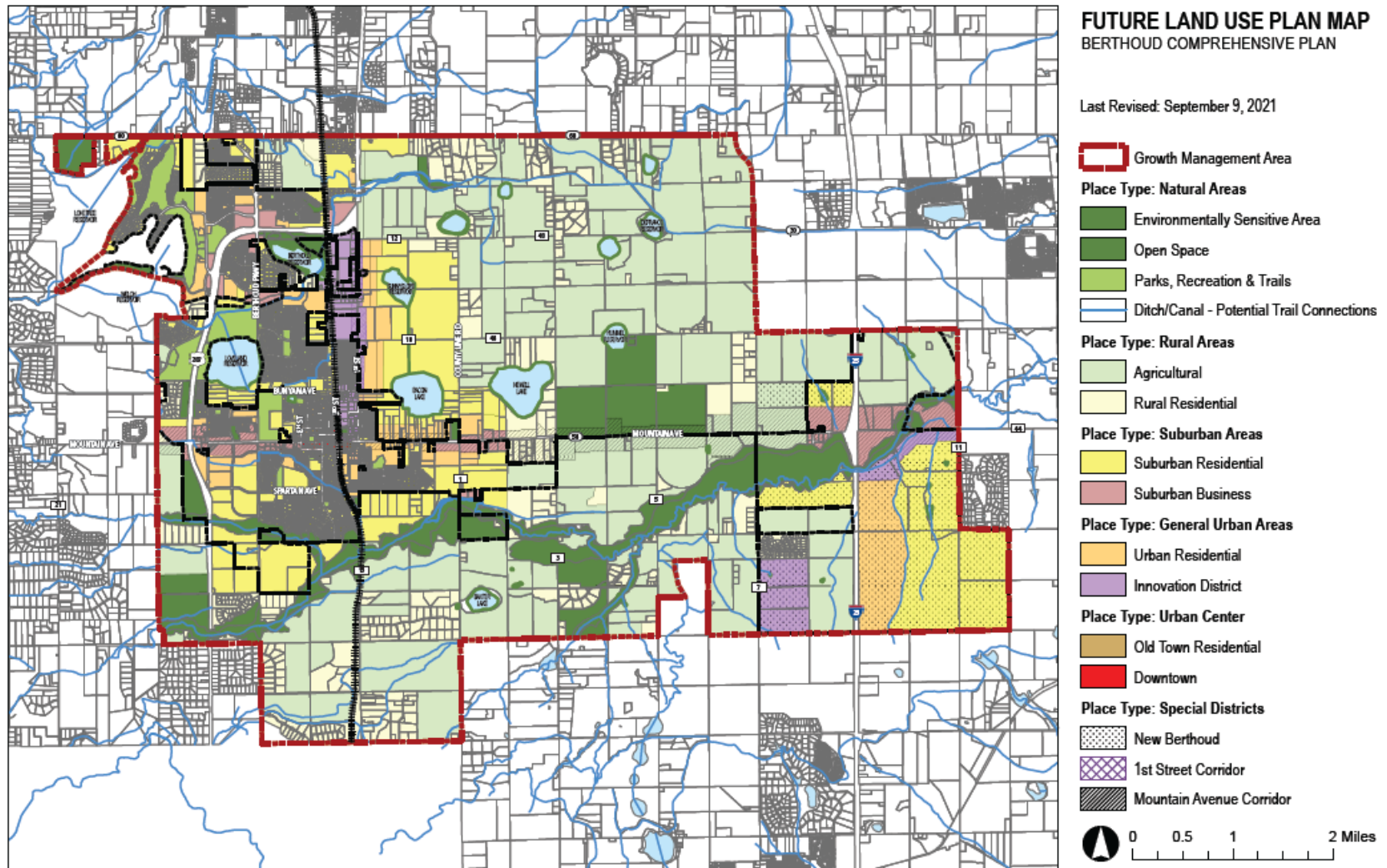
REVIEWED BY:

By: _____
Town Clerk

By: _____
Town Attorney

[Town of Mead signature page.]

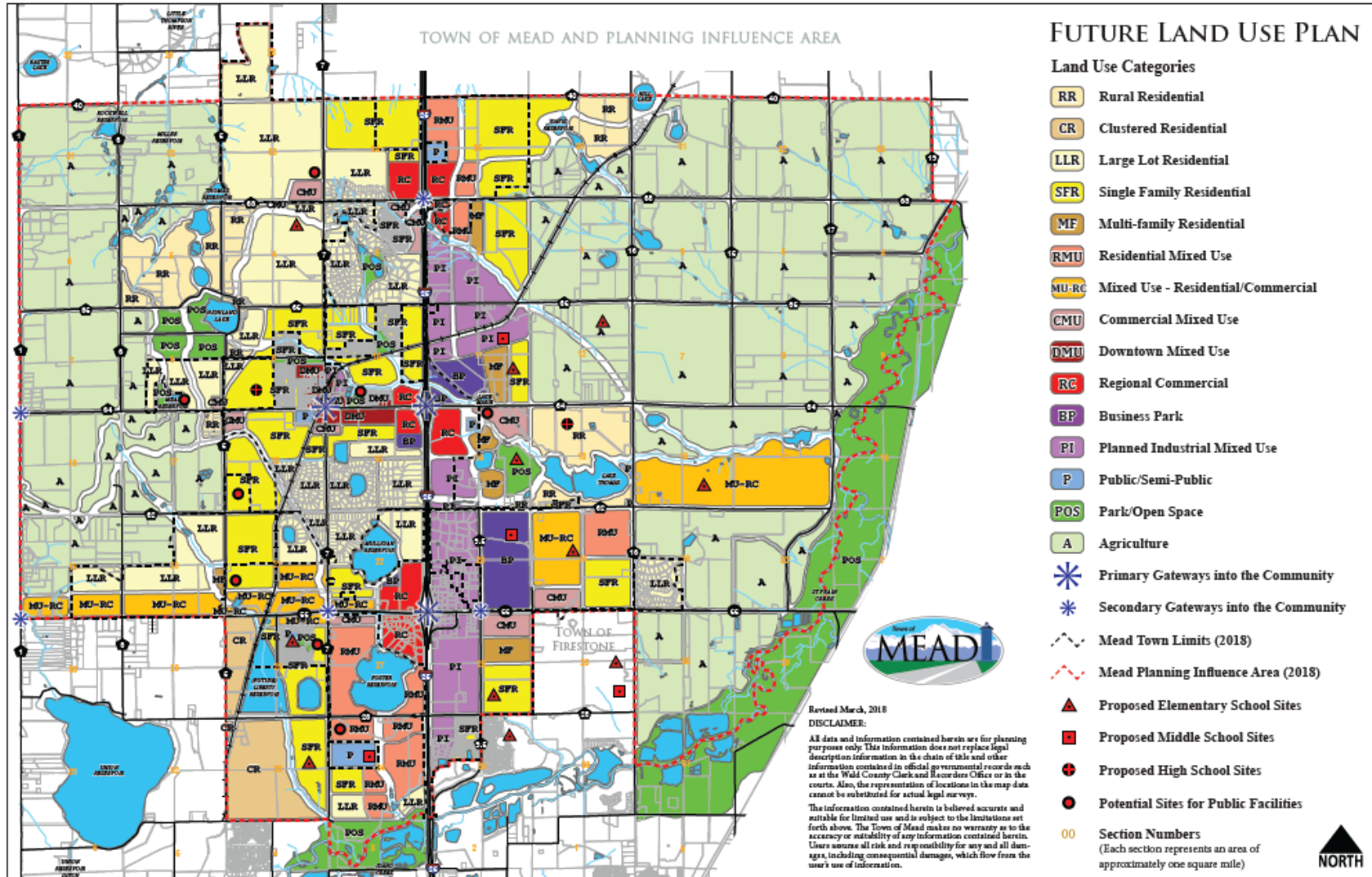
Exhibit A-1: Berthoud Growth Management Area



Source: 2021 Comprehensive Plan update

Exhibit A-2: Mead Growth Management Area (designated as Planning Influence Area)

MAP 4. FUTURE LAND USE PLAN (2018)

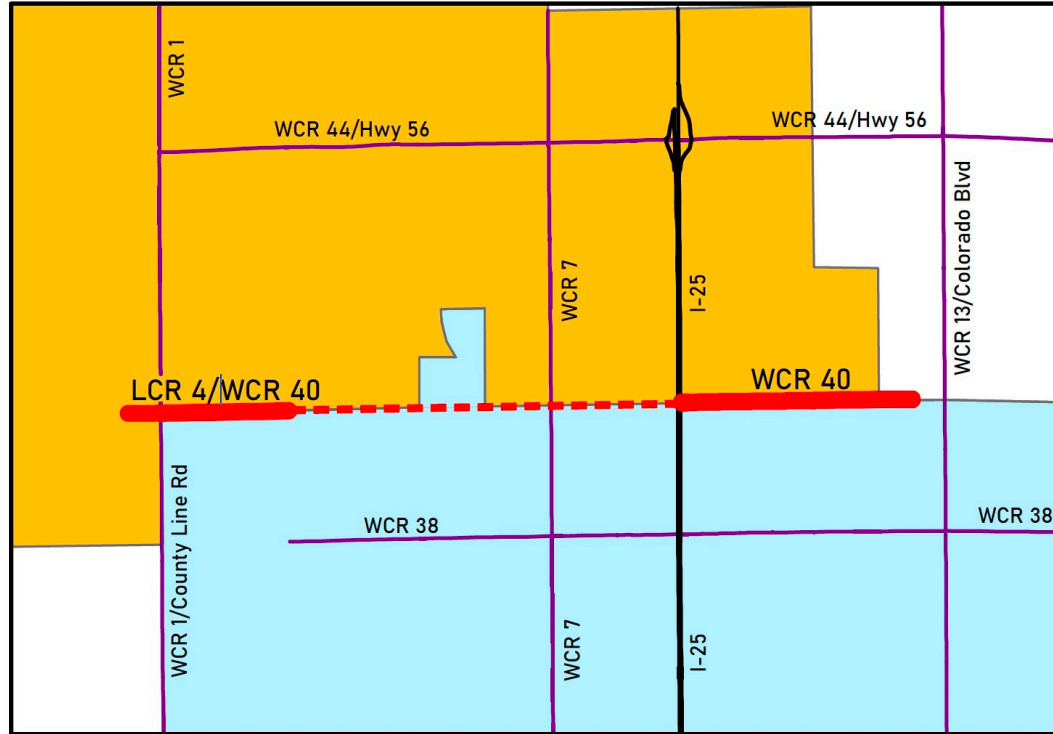


Source: 2018 Comprehensive Plan update

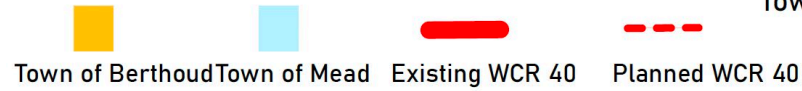
EXHIBIT B

Shared Growth Boundary

Town of Berthoud



Town of Mead



	<p>Town of Mead</p>	<p>Paving and Establishment of WCR 40/LCR 4</p>	<p>1 in = 1 mi </p>		<p><small>This draft document was prepared for internal use by the Town of Mead, CO. The Town makes no claim as to the accuracy or completeness of the data contained hereon.</small></p> <p><small>Due to security concerns, The Town requests that you do not post this document on the internet or otherwise make it available to persons unknown to you.</small></p>
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**BOUNDARY AGREEMENT
BETWEEN THE TOWN OF MEAD AND TOWN OF BERTHOUD**

THIS AGREEMENT (“Agreement”) is made and entered into this 8th day of December, 2009, by and between the Town of Mead (“Mead”), a municipal corporation in the State of Colorado, and the Town of Berthoud (“Berthoud”), a municipal corporation in the State of Colorado. Mead and Berthoud, when referring to both, are also referred to herein as the “Parties” or “municipalities.” Either party hereto may also be referred to as a “municipality” or “party.”

WHEREAS, units of local government are authorized by Article 14, Section 18 of the Colorado Constitution and C.R.S. 29-1-203 to enter into intergovernmental agreements among themselves, and more specifically for the purpose of planning or regulating development of land by the Local Government Land Use Enabling Act, C.R.S. 29-20-105; and

WHEREAS, the corporate authorities of Mead and Berthoud have each adopted Comprehensive Plans; and

WHEREAS, certain unincorporated territory is located between Mead and Berthoud; and

WHEREAS, Mead and Berthoud recognize that unincorporated land generally lying in the area between their present municipal boundaries is attractive for development activity, and has the potential to experience rapid growth and development, and that there is the potential for problems pertaining to such issues as adequate open space, flood control, groundwater, ecological and environmental impacts, appearance, and other related issues; and

WHEREAS, Mead and Berthoud realize that growth and development activity will be accompanied by increased needs and demands for municipal services, including, but not limited to, transportation and road infrastructure, government and police powers, provision of utilities, furnishing of public safety and health services, parks and recreational facilities and services, site and subdivision planning, building inspection, and code enforcement services, and other social services; and

WHEREAS, Mead and Berthoud and their respective citizens are vitally affected by said problems, needs, and demands, and any attempt to solve them and provide for the welfare and prosperity of the residents and property owners in said municipalities will be benefitted by mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS, Mead and Berthoud realize the benefit of intergovernmental cooperation and the need to provide for logical corporate boundaries and areas of municipal authority between their respective municipalities; and

WHEREAS, Mead and Berthoud recognize the desirability of establishing jurisdictional boundaries between their respective municipalities in order to plan effectively and efficiently for

the orderly growth and potential development between their municipalities, the provision of services, the conservation of available resources for all of their respective citizens, the promotion of economic viability of both municipalities, and the raising of revenue sufficient to meet the needs of the citizens, as well as to avoid unnecessary duplication of governmental services, and to simplify governmental structure when possible; and

WHEREAS, it is the intent of both Parties that by entering into this Agreement, cooperation will be promoted between the municipalities as it may relate to exchanging information as each municipality considers land development proposals within their respective jurisdictional limits and/or revisions to their respective comprehensive plans; and

WHEREAS, increased coordination and cooperation between municipalities, including planning for and managing growth and development of land, recognition of appropriate growth patterns, communication of development policies and regulations, and consultation on provision of services will enhance the ability of the two municipalities to achieve their respective individual and common community goals; and

WHEREAS, Mead and Berthoud have authorized the execution of this Agreement as an exercise of their intergovernmental cooperation authority under C.R.S. 29-20-105;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein and the recitals hereinabove set forth, the sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between Mead and Berthoud as follows:

Section 1. Boundary Line

The line which will mark the boundaries of jurisdiction for and between the Towns of Mead and Berthoud shall be depicted on the map labeled **Exhibit A** attached hereto and made a part hereof. The textual description of the boundary line is as follows:

Commencing at the intersection of Weld County Road (WCR) 40 or its equivalent thereof and WCR 1 and traveling easterly along WCR 40 or its equivalent thereof to WCR 5, northerly along WCR 5 to the current southern boundary of the Pickert Dairy property, easterly and northerly along the current border of the Pickert Dairy property to the northwest corner of that property, easterly to the center section line of Section 28, southerly along the Section 28 center section line to WCR 40 or its equivalent thereof, easterly along WCR 40 or its equivalent thereof to WCR 11 ½, the boundary designated to Berthoud would be on the north, west or east (for centerline of Section 28) sides of those designated roadways, equivalents thereof or section lines, and the boundary designated to Mead would be on the south, east or west sides (for centerline of Section 28) of those designated roadways or equivalents thereof; then commencing at the intersection of WCR 40 or its equivalent thereof and WCR 1 and traveling southerly along WCR 1 for the distance of two (2) miles, the boundary designated to Berthoud

would be on the west side of WCR 1, and the boundary designated to Mead would be on the east side of WCR 1.

Section 2. Annexation Policy Relative to Boundary Line

Mead agrees to not annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex, nor entertain a petition to annex any territory which lies beyond the Mead side of the jurisdictional line depicted in Exhibit A.

Berthoud agrees to not annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex, nor entertain a petition to annex any territory which lies beyond the Berthoud side of the jurisdictional line depicted in Exhibit A.

The Parties further agree that they shall not, in any manner, become directly or indirectly involved with the annexation of the aforesaid jurisdictional territory of the other municipality, or oppose the other municipality's annexation, except as provided herein.

In the event that either municipality is contacted by any person in connection with any matter involving the annexation of land which lies within the aforesaid jurisdictional territory of the other municipality, the contacted municipality shall immediately refer such person to the other municipality for exclusive disposition thereof.

Section 3. Annexation Policy Relative to Roads and Rights-of-Way

Notwithstanding any provision of this Agreement to the contrary, both municipalities acknowledge that should an annexation occur within either municipality relating to property abutting existing public roads or rights-of-way divided in some manner by the boundary line, the annexation that occurs first in any given location will include the entire width of the road or right-of-way, and the annexing municipality shall therefore have jurisdiction over the road segment or right-of-way in question. Annexations of property abutting proposed roads or rights-of-way that do not yet exist that are divided in some manner by the boundary line shall have issues of annexation and jurisdiction of said roads or rights-of-way determined by a separate written agreement between the municipalities at the time the annexation is processed.

Section 4. Sewer Service Boundaries

The Parties agree to cooperate in the establishment or revision of Section 208 Water Quality Plan sewer service boundaries in accordance with this Agreement, except as otherwise provided herein. If any party shall file a petition with the North Front Range Water Quality Association or other agency or unit of government to implement the terms of this Agreement, the other party shall cooperate. Both Parties agree to oppose any third party request for modifications of such Section 208 boundaries.

Section 5. Minimum Development Standards

The Parties agree that, at a minimum, they will require, to the extent allowed by law, that all development within their jurisdictional boundaries comply with the applicable portions of their Municipal Codes relating to stormwater drainage and detention, soil erosion and sedimentation control, stream and wetlands protection, floodplain regulations, and public improvements standards.

Section 6. Joint Impacts and Infrastructure Issues

The Parties agree to jointly consult with and plan future road improvements for local and arterial roads and rights-of-way that traverse or parallel both municipalities, insofar as they have the jurisdiction so to do. With regard to such planning and jurisdiction, the Parties agree to cause improvements to be accomplished according to uniform and consistent standards. The improvements to said roads shall be made by the developers (unless made by other units of government) and the municipalities shall cooperate with each other and with the developers to obtain recapture of expenses on a proportional basis for any improvements benefitting properties outside the particular development, regardless of whose municipal boundaries the benefitted property may be in.

With regard to collector and minor streets and rights-of-way, as well as commercial development service drives and parking facility ingresses/egresses, the Parties agree that where practical the same will interconnect across municipal boundary lines and that neither municipality will subsequently close or vacate a street connection without the consent of the other municipality. Any such interconnections shall be made in a uniform and consistent manner. The Parties agree that mutual issues of importance in effectuating this policy, such as, but not limited to, access standards, signalization, and other related issues, including cost apportionment therefore, shall be included in and determined by a separate written agreement approved by both Parties.

If the Parties' standards differ, then the roadwork shall be improved and/or maintained to the stricter standard.

This Section 6 shall not be construed so as to prevent the Parties from joining in and executing an intergovernmental agreement that may be multi-jurisdictional with multiple municipalities, counties, and/or the State of Colorado relative to road planning and construction.

Mead and Berthoud agree to cooperate with each other in the planning and construction of future utilities, including but not limited to water and sewer lines, which are reasonably necessary to serve future developments within their own borders in rights-of-way or in utility easements, provided that rights-of-way or easements are restored to the condition prior to construction or to a higher, more improved condition. The Parties agree to resolve any conflict with regard to the location and installation methods of said utilities, whether public or private, or furnished by themselves or by other units of government. Neither party shall charge the other party for use of such rights-of-way or easements if such were previously granted to the providing party without charge. The Parties further may agree by separate written agreement to share in utility

infrastructure and service provision in order to assist development if they find it desirable to share or provide utilities beyond their corporate boundaries.

The Parties shall cooperate in planning and constructing linked bicycle/pedestrian trails between the municipalities and to connect with regional bicycle/pedestrian trail systems.

The Parties agree that should there be a dispute in regard to the interpretation of this Section 6, before any litigation is initiated; the Parties shall arbitrate any dispute by jointly selecting an engineering firm that is independent of both municipalities that shall offer its opinion to resolve the issue. Mediation or arbitration arising from this provision shall be non-binding.

Section 7. Notice of Development Proposals and Comprehensive Plan Revisions

Each party agrees to furnish the other with notice of all formal petitions and/or applications for and proceedings regarding the annexation, zoning, platting, subdividing, and/or development of any parcel of land located within 500 feet of the other party's boundary established by this Agreement. Such notice shall be sent to the other party at least 25 days prior to any public meeting or hearing on the matter so that it may comment on the proposal and appear as an interested party and be heard. Comments, consideration, and input may pertain to, but shall not be restricted to, site access, layout, storm water management, building materials, landscaping, buffering, lighting, signage, setbacks, design criteria, and similar site-specific features.

Each party agrees to furnish the other with notice of any proposal to amend its Comprehensive Plan that affects land abutting the jurisdictional line established in this Agreement. Such notice shall be sent to the other party at least 25 days prior to any public meeting or hearing on the matter so that it may comment on the proposal and appear as an interested party and be heard.

Section 8. Statutory Rights Preserved

This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to or litigation over any proposed County zoning, or any other extraterritorial right granted to them by Colorado law.

Section 9. Divided Parcels

The Parties acknowledge that there may now be, or in the future may be, lots, parcels, or tracts of land under single ownership that lie on both sides of the boundary line. In the event such property divided by the boundary line is proposed for development, the Parties agree to cooperate in the development of such property as may be required to provide appropriate municipal services for the benefit of the property owners and each municipality. Nothing that may be accomplished by such cooperation shall be construed as, or have the effect of, changing or abrogating the boundary line. It is the intention of the Parties to avoid duplication of municipal services wherever possible.

Section 10. Special Provisions

Certain issues of this Agreement are more specifically provided for as follows:

The Parties agree that they mutually desire to have a “greenbelt” (i.e. open space buffer) lying between their respective municipalities. The greenbelt may be either undeveloped land or parkland that is landscaped with trees and other vegetation, but not occupied by recreational buildings or structures. Small-scale and occasional furnishings such as park benches shall not be construed as recreational structures. Pedestrian/bicycle trails may be installed in such greenbelt. The exact width and nature of the greenbelt, and the share applicable to each municipality, shall be determined on a case-by-case basis at the time that any development proposal is reviewed and approved along the boundary line by either municipality, or may be acquired or created by separate municipal action that may include the procurement of grants. Each party agrees to cooperate with the other party as necessary relative to any grant applications or similar actions for the acquisition of open space.

It is further recognized that as of the date of the execution of this Agreement, an Environmental Impact Study is being conducted for Interstate 25 which may ultimately recommend or lead to the construction of an interchange on Interstate 25 at WCR 40 or its equivalent thereof, which would induce the construction of a road along all or part of the boundary line. If an interchange is approved and constructed, in lieu of a greenbelt, the parties agree to require certain basic design standards that would be uniform for both municipalities for the roadside appearance adjacent to that road, which may be known as a “scenic entry corridor” for both municipalities. For purposes of this agreement the portion of WCR 5 at the boundary line is included within the “scenic entry corridor”. These minimum standards include, but are not limited to:

1. Setbacks shall be landscaped in accordance with standards equivalent to or better than the following:
 - a. All building setbacks adjacent to the WCR 40 or equivalent right of way shall be landscaped at a ratio of at least one tree and five shrubs for every one thousand square feet of setback area.
 - b. At least fifty percent of the trees shall be over story/shade deciduous species and twenty-five percent of the trees are coniferous species where appropriate. Evergreen trees (conifers) should not be planted where they will shade public streets and sidewalks during the winter months.
 - c. Grouping of trees is allowed and encouraged where buffering of on-site improvements is desirable provided that minimum spacing is maintained.
 - d. Irrigated lower water consuming grass or other comparable vegetation shall be the primary ground cover. Live plant material other than grass may be planted if it is suitable to the area and is maintained free of weeds and irrigation is provided.
 - e. A concrete path may be required within the scenic entry corridor to provide pedestrian access to or across the property. All concrete paths shall be designed according to the respective community’s standards.
 - f. Landscaping and irrigation in scenic entry corridors shall be designed and constructed to the respective community’s standards.

Section 12. Agreement Amendments and Enforcement

It is mutually agreed that neither Mead nor Berthoud shall either directly or indirectly seek any modification or rescission of this Agreement through court action, and that this Agreement shall remain in full force and effect until amended by a mutual written agreement approved by the respective corporate authorities of both Parties. The provisions of this Agreement may be enforced by either party against the other in any court of competent jurisdiction by means of either injunction or specific performance.

Section 13. Severability

If any provision of this Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision (except that if a requirement or limitation in such provision is declared invalid as to one party, any corresponding requirement or limitation shall be deemed invalid as to the other party), and to this end the provisions of this Agreement are to be severable.

Section 14. Term

This Agreement shall be valid and binding and in full force and effect in perpetuity from the date of execution by both parties for a five (5) year term. It may be extended for successive five year periods thorough mutual written agreement by the parties.

Section 15. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Colorado.

Section 16. Notices

Notices shall be provided to the respective party by first-class mail, postage prepaid, as follows:

Town of Mead
Attention: Town Manager
P.O. Box 626
Mead, CO 80542-0626

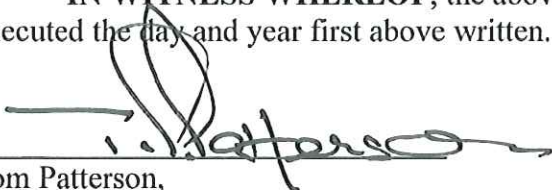
Town of Berthoud
Attention: Town Administrator
P.O. Box 1229
Berthoud, CO 80513-1229

Section 17. Recording and Availability of Agreement


The Parties shall each record a certified copy of this Agreement with the Clerk & Recorder's

Office for the county or counties in which the municipality is located, or with the given county or counties wherein any land affected by this Agreement is located. Each party shall make available for public inspection copies of this Agreement in their respective offices as provided by statute.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed the day and year first above written.




Tom Patterson,
Mayor, Town of Berthoud




Richard W. Macomber
Mayor, Town of Mead

Attest:

Attest:



Mary Cowdin,
Town Clerk, Town of Berthoud



Charlene Reed
Town Clerk, Town of Mead

Approved as to Form:

R. Bruce Fickel, Attorney

EXHIBIT A

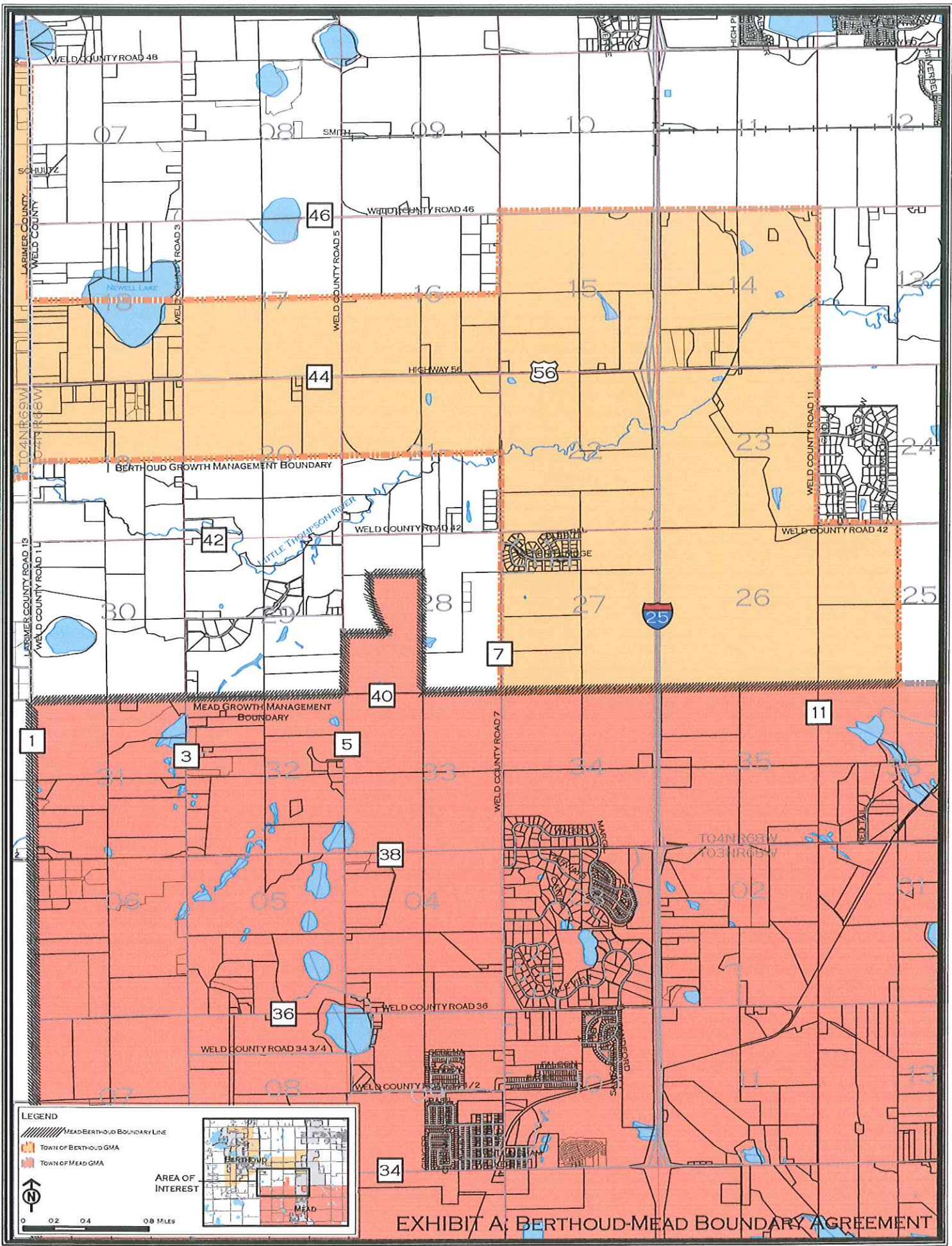


EXHIBIT A: BERTHOUD-MEAD BOUNDARY AGREEMENT