

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 30, SERIES 2013**

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH  
STORM ACADEMY, FC**

**WHEREAS**, the Town Council of the Town of Timnath ("Town") has the power to pass resolutions pursuant to C.R.S. § 31-15-103; and

**WHEREAS**, Storm Academy, FC (hereinafter referred to as the "Academy"), a not for profit agency that provides children the opportunity to play soccer, has requested the Town Council lease WildWing Park to the Academy; and

**WHEREAS**, the Town Council finds that under the appropriate conditions, leasing WildWing Park to the Academy on a trial basis provides greater recreational opportunities for Timnath residents and children; and

**WHEREAS**, the development of WildWing Park as a regional park is in conformance with the Town of Timnath's Park, Recreation, Open Space and Trails Plan (PROST Plan).


**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**

**Section 1. Repeal**

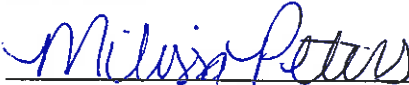
The Town Council hereby approves the Agreement or Document and authorizes its execution by the Mayor, Manager, or other person authorized by Council adopted resolution or the Charter to sign Agreements or Documents.

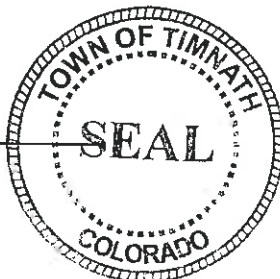
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON SEPTEMBER 10, 2013.

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters, Town Clerk



**A LEASE AGREEMENT BETWEEN THE TOWN OF TIMNATH AND STORM  
ACADEMY FC**

**THIS LEASE AGREEMENT** (the "Agreement") is entered into and effective as of September 10, 2013 between the Town of Timnath (the "Lessor"), a home rule municipality of the State of Colorado, and Storm Academy FC, whose address is 605 South College Avenue, Fort Collins Colorado 80524, jointly referred to as the "Parties", herein.

**RECITALS:**

**WHEREAS**, the Lessor possesses certain real property known as WildWing Park (the "Property"), as more particularly described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference; and

**WHEREAS**, Lessee desires to lease the Property.

**AGREEMENT:**

**NOW THEREFORE**, for and in consideration of rent to be paid from the Lessee to the Lessor, and the other covenants and agreements herein contained, Lessor and Lessee hereby agree as follows:

1. **PROPERTY TO BE LEASED.** The Lessor agrees to lease the Property to the Lessee. The Lessor reserves the right to lease any and all other property owned by Lessor to third parties on such terms and conditions as Lessor, in its sole discretion, may deem appropriate.

2. **TERM OF AGREEMENT.** The term of this Agreement shall be one year beginning September 15, 2013 and ending September 14, 2014 unless both Parties agree to either extend it for one year or amend this Agreement to allow for a longer term.

By February 1 of each year following the Property's use, the Lessor and Lessee will coordinate to prepare a report to Town Council on the performance of the Lessee in meeting the obligations herein as well as any other issues to be addressed. Either party may terminate this agreement with one hundred twenty (120) days written notice following May 31 or November 22 of the year. Lessee shall remove all items including storage facility from the Property upon termination of the lease. Effective date and annual renewal shall be no later than September 15 for the upcoming year.

3. **USE OF PROPERTY BY LESSEE AND PARTIES' OBLIGATIONS**

a. **Use of Property**

- i. Lessee shall use the Property for youth soccer games for persons aged 4 to 18.
- ii. Lessee shall have exclusive access to the Property March 1 through May 30 ("spring season") and August 1 through November 21 ("fall season") at the following times:

1. Monday, Tuesday and Wednesday from approximately 4 pm to 8 pm.
  2. Saturdays from approximately 8:00 am to 5:00 pm.
  3. Any variation of these times for fundraising, clinics or other uses must be approved by the Town Manager.
- iii. Lessee shall have no more than three games running concurrently on Saturdays.
- b. Conditions and Lessee Obligations
- i. Lessee shall provide staff certified in CPR and AED (along with an AED heart defibrillator device) onsite during Saturday games.
  - ii. Lessee shall be responsible, at Lessee's cost, for the installation and removal of not more than three (3) port-o-lets on the Property. Said port-o-lets will be installed no sooner than five (5) calendar days prior to the applicable spring or fall season and shall be removed within five (5) calendar days of the end of the applicable spring or fall season.
  - iii. Lessee shall be responsible for all field lining and will coordinate said lining and field use rotation with the Town.
  - iv. Lessee will be responsible for all necessary equipment including but not limited to goals, nets, and flags. Lessee shall remove all temporary equipment at the close of any weekday or Saturday use. (Goal frames may remain on site.)
  - v. Lessee will provide signage instructing participants' families on traffic routing and parking for games and provide parking staff for the first week of weekday practices to assure parking and access compliance.
  - vi. Lessee shall, at Lessee's cost, provide trash containers as required by the Town and shall be responsible for their collection and removal. In addition, Lessee shall be responsible for picking up any trash or debris on the site. Lessee may place collected garbage bags into the Town's dumpster located at 4800 Goodman Street until such time as the Town notifies Lessee otherwise due to excessive trash volumes.
  - vii. Lessee shall provide an on-site director on Saturdays to assure compliance with rules and parking guidelines.
  - viii. There shall be no alcohol or glass containers allowed on site.
  - ix. Lessee shall be a good steward of the Property and report any maintenance or turf condition issues to the Town. Lessee shall commence initial play or practice dependent upon turf conditions and with the approval of the Town Manager.
  - x. Lessee shall be allowed to place a pod container for storage of equipment on the Property at a location and a size that the Town Manager approves.
- c. Obligations of Lessor. The Lessor shall have the following obligations:

- i. Lessor shall post signs on the property specifying the Lessee's use (day and times). The number and location of said signs shall be approved by the Town Manager.
  - ii. The Lessor shall be responsible for mowing, irrigating and fertilizing the Property.
4. CONSIDERATION FOR USE OF PROPERTY. Lessee shall pay Lessor One Thousand Dollars (\$1,000) per month (pro-rated for partial months) for each month of the spring and fall season.
5. INDEMNIFICATION. Lessee shall defend, indemnify and save harmless Lessor, and its respective officers, directors, contractors and employees from and against any suits, claims, losses, damages and/or liabilities, whether sounding in tort, contract, or otherwise, including without limitation any attorney fees and court costs, arising out of Lessee's use of the Property or the parking facilities adjacent to the property, including, without limitation, actions for damages to real or tangible personal property or for bodily injury or death negligently caused by Lessee.
6. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit or otherwise modify in whole or in part, any governmental immunity that may be available by law to the Lessor, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Lessor and, in particular, governmental immunity afforded or available to the Lessor pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
7. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.
8. GOVERNING LAW. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both parties.

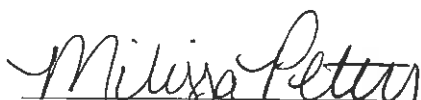
10. COUNTERPART EXECUTION. This Agreement may be executed in multiple counterparts, each of which may be deemed an original, but both of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the Parties.
11. LESSEE NOT EMPLOYEE OR CONTRACTOR OF TOWN. The terms of this Agreement are not intended to create an employer/employee relationship or an owner/independent contractor relationship between the Lessor and the Lessee. The Lessee is not an agent or representative of the Lessor, and no actions taken by the Lessee shall be deemed have been taken on the Lessor's behalf.
12. INSURANCE. Lessee shall not occupy the Property until it has obtained the insurance required under this paragraph, which insurance shall remain in force and effect for the duration of this Agreement. As a precondition to Lessor's obligations under this Agreement, Lessee shall provide proof of insurance to Lessor. Lessee, at Lessee's sole cost, shall secure an endorsement from each of its insurance providers with a provision requiring thirty days advance written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change to be sent to the Lessor, and an endorsement naming the Town as an additional insured under each insurance policy. The following insurance shall be required under the terms of this Agreement:
- a. Comprehensive general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate; and

LESSOR:

TOWN OF TIMNATH

  
By: Jill Grossman-Belisle  
As: Mayor

ATTESTED TO:

  
Milissa Peters, Town Clerk

LESSEE:

STORM ACADEMY FC

Andrew Miller

By:

Its: Regional Manager

## **Exhibit A**

### **Description of the Property**

#### **Parking Lot Area:**

From the existing house, 550' north along County Road 1 and 130' west of the westerly right of way of County Road 1, encompassing an area of approximately 1.65 acres

#### **Soccer Field Area:**

Starting approximately 130' west of the westerly right of way line of County Road 1 and continuing approximately 775' west and;

From the northerly property line of the existing residential lots to the south of the fields approximately 490' north, encompassing an area of approximately 9.0 acres.

**Exhibit B**

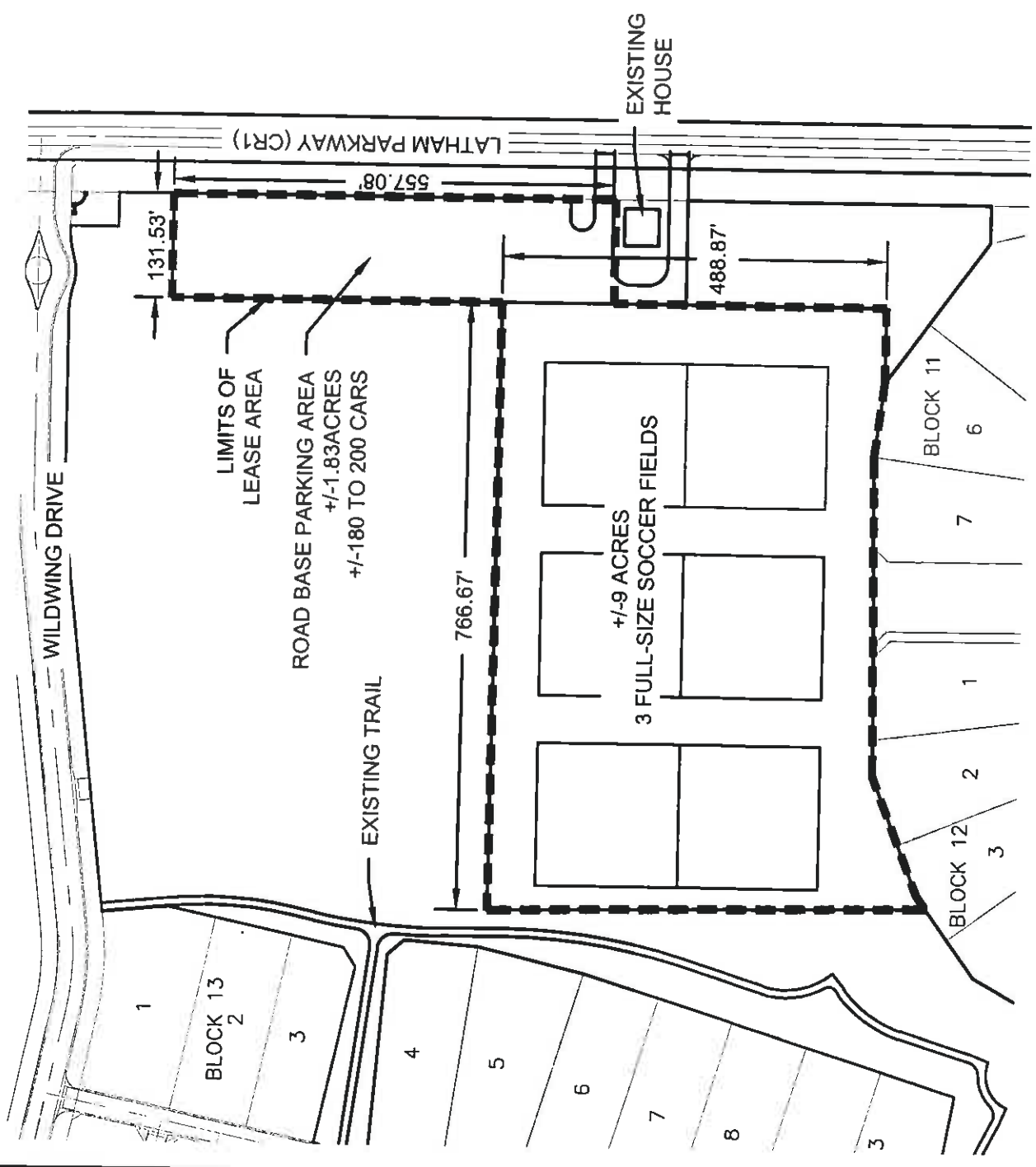
**Illustration of Leased Area**

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# WILDWING PARK SOCCER LEASE AGREEMENT

## TIMNATH, COLORADO



SCALE: 1" = 200'

EXHIBIT

STORM SOCCER  
LEASE AGREEMENT

WILDWING PARK,  
TIMNATH, COLORADO



760 Wholera Way  
Building C, Suite 200  
Fort Collins, Colorado  
Phone: 970.226.0557  
Fax: 970.226.0204  
Job no. 0879.0605.00  
Filename: K:\879\605\dwg\Exhibit  
- Lease Agreement.dwg