

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 68, SERIES 2015**

**A RESOLUTION APPROVING PURCHASE OF AN IRRIGATION TAP FROM THE
FORT COLLINS-LOVELAND WATER DISTRICT FOR THE HARMONY ROAD IIA
MEDIAN IMPROVEMENTS**

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

WHEREAS, attached hereto as Exhibit A is the Application for Tap Purchase from the Fort Collins-Loveland Water District outlining the fee amount for the irrigation tap; and

WHEREAS, on September 16, 2015, the Town initiated a transfer of funds for payment of the irrigation tap in the amount of \$33,384.00; and

WHEREAS, the purchase of said irrigation tap is an approved, budgeted and anticipated expense by the Town to provide irrigation water to the landscaping being installed in the Harmony Road medians as part of the Harmony Road IIA Median Improvements Project; and

WHEREAS, the Town Council is familiar with the attached Application for Tap Purchase and finds it to be in the best interest of the Town, its residents, and the general public.

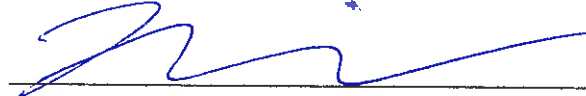
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval

The Application for Tap Purchase from the Fort Collins-Loveland Water District is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants. The Council further authorizes, ratifies, and approves all incidental actions taken on the Town's behalf to date and in the future in connection with the above-referenced Application for Tap Purchase.

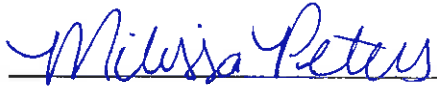
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON SEPTEMBER 22, 2015.

TOWN OF TIMNATH, COLORADO



Bryan Voronin, Mayor Pro Tem

ATTEST:



Milissa Peters, Town Clerk



EXHIBIT A

APPLICATION FOR TAP PURCHASE



FCLWD/SFCSD APPLICATION FOR TAP PURCHASE

33384.00
9-14-15

Purchaser: TOWN OF TIMNATH
Mailing Address: 4800 GOODMAN ST
TIMNATH CO 80547
Service Address: IRR 4602 SIGNAL TREE DR
Timnath CO 80547

Date: 9/10/2015
Phone #: (970)-488-2178
Contact Name: PAUL BASS

Lot & Block: LB
Subdivision: River Bend Sub 1st Filing

Tracking #: 436
Parcel #: 0123456789

Tap Size & Description: 3/4 SF IRR Dwelling Units: 1

<u>Water Tap: Fort Collins - Loveland Water District</u>			
	Units	Per Unit	Total
Raw Water Requirement (3560)	1.00	\$25,000.00	\$25,000.00
Plant Investment Fee (3561)	1	\$7,000.00	\$7,000.00
Impact Fee (3580)	1	\$1,100.00	\$1,100.00
Meter Charge (3570)	1	\$284.00	\$284.00
			\$33,384.00

Receipt #: _____ Date: _____ Taken By: _____

<u>Sewer Tap: South Fort Collins Sanitation District</u>			
	Units	Per Unit	Total
Plant Investment Fee (3560)	0	\$4,500.00	\$0.00
Impact Fee (3570)	0	\$1,000.00	\$0.00
			\$0.00

Receipt #: _____ Date: _____ Taken By: _____

Comments:

User Type Code: JUN Outside IRR: IRR

Received By: [Signature] 9-10-15 Raw Wtr: [Signature] 9/10/15 Set Up:

Reviewed: _____ Accounting: [Signature] 9-10-15 Engineering: [Signature] 9-11-15 Operations: [Signature] 9-14-15

Approved: District Manager _____ Account # 2745821

Meter Vault / Meter Pit / CSB Location: 4' E / BOC (Signal Tree) 52' S / BOC (Harmony)

Dual Check on Setter: Yes / No Setter Length: 7 1/2" "W" in curb: Yes / No

Water Present at Facility: Yes / No Facility to Grade: Yes / No "S" in curb: Yes / No N/A

Sewer Marker Location: N/A Date / Initials: 9/11/15 ce

Inspections are required on water and sewer services prior to meter installation. Allow Two weeks for tap installation.

**FORT COLLINS-LOVELAND WATER DISTRICT
MEMORANDUM OF AGREEMENT FOR PURCHASE OF WATER TAP**

THIS AGREEMENT is made and entered into between the FORT COLLINS-LOVELAND WATER DISTRICT (hereinafter "District") by its Board of Directors through its designated manager, and **Town of Timnath** (hereinafter "Purchaser").

IN CONSIDERATION OF THE COVENANTS, PROMISES, TERMS AND CONDITIONS HEREINAFTER STATED, THE PARTIES AGREE AS FOLLOWS:

1. Purchaser agrees to purchase and pay for one water tap from District. Purchaser agrees to pay the sum of **\$33,384.00** for said tap, payable concurrently with the execution of this Agreement. Under no circumstances will any services be provided by the District until full payment is made, nor shall any of the tap fees paid be refunded to the Purchaser. This tap cannot be transferred from one lot to another, unless the transfer is made within the same District-approved subdivision for which it was originally purchased.
2. Purchaser agrees to pay all real property tax levies, assessments and service charges as may be established and modified by the District from time to time. In the event the purchaser fails to pay such levies, assessments and charges upon demand, the District shall then immediately terminate service, assess penalties, and assert its lien rights and any other remedies available to it pursuant to its Rules and Regulations and to the laws of the State of Colorado.
3. In the event that the above described real property is conveyed or transferred to an individual or entity by the Customer, such water tap shall be deemed transferred with the real property whether such conveyance or transfer is the result of a voluntary or involuntary transfer, including judicial order or decree, public trustee's sale, sheriff's sale, treasurer's sale, or otherwise. Upon any such transfer of the real property, the District may recognize such transferee as the "owner of said water tap" without having first obtained an assignment of water tap executed by the Customer to the new owner. In no event may the Customer retain ownership of said tap upon the voluntary or involuntary transfer of the property.
4. The legal description for the real property for which this tap is being purchased is as follows: (Attach separate exhibit for description if necessary).

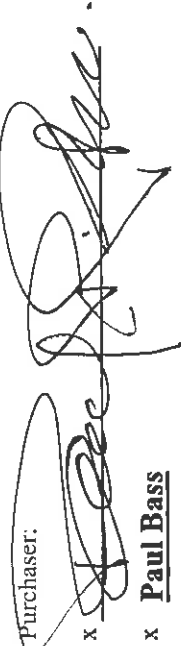
LB - River Bend Sub 1st Filing

Street Address: **Irr 4602 Signal Tree Dr**

5. Purchaser agrees to execute and deliver such easement or Easement Agreements as are needed by the District for the purpose of constructing and maintaining water lines across any of the real property of the Purchaser. Such easements shall be at the sole expense of Purchaser, and such expenses shall include, but not be limited to, survey expenses, legal fees, and recording expenses.
6. Pursuant to the terms of this Agreement, Purchaser shall have the right to tap into the District's line at a point designated by the District. Tapping procedures shall be in accordance with the District's specifications, and shall be under the control and supervision of the District or its representative. The costs of tapping, including the connection, the tap and service line, and all other expenses thereof, shall be paid by Purchaser. Purchaser agrees to pay all expenses for any line extension (s) from the District's main line to the connection of the premises of the Purchaser.
7. Purchaser agrees to pay to the District a monthly service charge for the use of the District's treatment and distribution system. The District expressly reserves the right to increase or decrease the monthly rate assessed at any time upon reasonable notice to its users.
8. The District reserves the right, through its representatives, to inspect and approve all lines connecting Purchaser's premises to the District's system. The Purchaser shall comply with the District's Rules and Regulations, as modified from time to time, and with District's construction specifications before and after Purchaser's connection to the District's system. In the event the District incurs expenses for labor or materials for repair and maintenance of Purchaser's line and connection with District's water system, Purchaser shall be liable for payment for costs incurred by the District for such labor and/or materials, provided such repair and maintenance is required through no fault of the District.
9. The Purchaser hereby agrees to give District the first right of refusal to purchase any irrigation water on the property, at the current market price, and to execute all necessary documents to connection therewith, including documents for the transfer of any such irrigation water.

Signed this 17th day of September 2015

Purchaser:

x 

x **Paul Bass**

Mailing address:

4800 Goodman St

Timnath CO 80547

FORT COLLINS-LOVELAND WATER DISTRICT

By: 
Secretary/Manager

Michael D. DiTullio

Payment **\$33,384.00**

Receipt #* 2745821