

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 49, SERIES 2016**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH
THE FORT COLLINS-LOVELAND WATER DISTRICT**

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, the Fort Collins-Loveland Water District (“District”) is constructing a new water tank adjacent to the Town of Timnath;

WHEREAS, the Town of Timnath desires to place the Town’s logo on the water tank and the District is agreeable to do so; and

WHEREAS, the Parties desire to enter into an interim memorandum of understanding (“MOU”) to be followed by a formal intergovernmental agreement; and

WHEREAS, the Town Council is familiar with the MOU 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 MOU 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.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 14, 2016.

TOWN OF TIMNATH, COLORADO



Bryan Voronin, Mayor Pro Tem

ATTEST:



Milissa Peters, CMC
Town Clerk



EXHIBIT A

MOU

MEMORANDUM OF UNDERSTANDING

NOW COME Fort Collins – Loveland Water District (“District”), being a Colorado special district and the Town of Timnath (“Town”), being a home rule municipality, agree as follows:

Whereas: The District is currently constructing an elevated water storage tank (“Tank”) at 5800 East (Larimer) County Road 40, Fort Collins, Colorado and the Town is desirous of placing the Town’s logo on the top of the southwest portion of the Tank.

Whereas: The parties acknowledge that the schedule of construction of the tank and placement of the logo do not allow adequate time to develop and execute an Intergovernmental Agreement (“IGA”) prior to the placement of the logo.

Whereas: The Town acknowledges and agrees that time is of the essence and to avoid any delay of the construction and completion of the District’s Tank.

Whereas: The Board of Directors approved the placement of the logo on the tank at their Board meeting of May 17, 2016. The Board directed staff to develop an IGA between the District and the Town that identifies the District’s requirements and conditions for the placement of the logo on the Tank.

Whereas: This Memorandum of Understanding (“MOU”) is intended to set forth the general requirements in the interim period for developing and executing an IGA.

Therefore the requirements and conditions are set forth, but not limited to, as follows:

The Town agrees to reimburse the District for all costs associated with the placement of the logo on the Tank, including but not limited to, painting, maintenance, placement, installation, materials, insurance, inspection, engineering, review, District personnel time, legal, etc. The Town further agrees that TST Inc. is under contract with the District for the engineering and inspection of the District’s Tank and therefore shall not represent the Town in matters regarding the Tank.

The Town Agrees to remit payment promptly no later than the 30 days from the date of the invoice.

The Town shall submit the logo design, color, size and placement location, to scale, for District approval which will not be unreasonably denied.

To the extent authorized by law, the Town agrees to indemnify and hold harmless the District and their respective officers and employees, against all liabilities, claims and demands which arise from any negligent act or omission of the District which are incident to fulfillment by the District of its duties under the terms of this MOU, or of its officers or employees, provided that such act of omission by the District’s officers or employees occurred during the performance of their duties and within the scope of their employment and incident to fulfillment by the District of its duties under the terms of this MOU. The Town’s indemnification and hold harmless obligations to not extend to gross negligence or intentional torts of the District or its officers or employees.

This agreement does not convey, transfer or assign any ownership, rights or privileges to District facilities and properties.

The District retains sole discretion to determine any and all future uses such as, but not limited to, construction, piping, additions, cabling, lighting, antennas, communication equipment, logos, etc.

The Town shall be responsible for any damages and costs that may arise from the placement of the logo on the District's Tank.

The Town will have exclusive rights to signage/logo on the tank unless mutually agreed upon the Town and the District.

The District reserves the right to approve any use of pictures, advertising or reference to the District's Tank.

The Town agrees to provide responses to requests, by mail or email, in a timely manner.

The Town is responsible for any violation of local, county, state or federal laws, regulations, ordinances, permits etc. by the placement of the Town's logo on the District's tank.

The Town agrees to pay an annual lease fee of \$2,400.00 for the logo to be placed on the Tank as determined by the District. The fee and annual period shall be determined and included in the proposed IGA. This fee shall be credited toward the repainting of the tank.

Any notice, request, demand or approval, other than invoice billing, or other communication required or permitted hereunder will be in writing and will be deemed to have been given notice when personally delivered or deposited in the United States mail with the proper postage and address as follows:

District: Chris Matkins, General Manager
Fort Collins – Loveland Water District
5150 Snead Drive
Fort Collins, CO 80525

Town: Jill Grossman-Belisle, Mayor
Town of Timnath
4800 Goodman Street
Timnath, CO 80547

Should the parties be unable to agree upon an IGA the Town shall reimburse the District for all costs associated with the placement and removal of the logo from the Tank.

The provisions hereof shall be binding on and inure to the benefit of the heirs, successors, assigns, and representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective as of the ____ day of June, 2016.

Town of Timnath

By: _____
Jill Grossman-Belisle, Mayor

State of Colorado)
) ss.
County of Larimer)

The foregoing instrument was acknowledged before me this ____ day of June, 2016 by Jill Grossman-Belisle as Mayor of the Town of Timnath.

Notary Public

Fort Collins – Loveland Water District

By: _____
Chris Matkins, General Manager

State of Colorado)
) ss.
County of Larimer)

The foregoing instrument was acknowledged before me this ____ day of June, 2016 by Chris Matkins as General Manager of the Fort Collins – Loveland Water District.

Notary Public