



**TOWN OF TIMNATH  
TOWN COUNCIL**

**Tuesday, May 9, 2017**

**IMMEDIATELY FOLLOWING THE LIQUOR BOARD AND TIMNATH DEVELOPMENT  
AUTHORITY MEETINGS AT 6:00 p.m.**

**4800 Goodman Street, Timnath, Colorado**

**1. CALL TO ORDER AND ROLL CALL**

Mayor	Jill Grossman-Belisle
Mayor Pro Tem	Bryan Voronin
Councilmember	Bill Neal
Councilmember	Aaron Pearson
Councilmember	Paul Steinway

**2. AMENDMENTS TO THE AGENDA**

Note: The Council may add to this agenda, any item for discussion or action.

**3. PUBLIC COMMENT:**

Note: It is requested that public comments be limited to three minutes. When several people wish to speak with the same position on a given item, they are requested to select a spokesperson to state that position.

**4. CONSENT AGENDA**

- a. Approval of the April 25, 2017, Town Council Meeting Minutes
- b. Approval of the Check Register
- c. **RESOLUTION NO. 30, SERIES 2017**, A Resolution Establishing Rules for Timnath Community Park (Located at 5500 Summerfields Parkway)
- d. **RESOLUTION NO. 31, SERIES 2017**, A Resolution Establishing A Pavilion Rental Policy for the Timnath Community Park
- e. **RESOLUTION NO. 32, SERIES 2017**, A Resolution Amending the Timnath Reservoir Use Policy

**5. REPORTS**

- a. Mayor and Council
- b. Manager

**6. BUSINESS**

- a. **RESOLUTION NO. 33, SERIES 2017**, A Resolution Establishing a Policy for Healthy Living and Obesity Prevention  
Presented by Megan Garn, Town Intern
- b. **RESOLUTION NO. 34, SERIES 2017**, A Resolution Authorizing the Town Manager to Sign a Contract for the Old Town Phase 2 South Construction Project  
Presented by Don Taranto, Contracted Town Engineer
- c. **RESOLUTION NO. 35, SERIES 2017**, A Resolution Approving the Standard Service Agreement with Connell Resources for the 2017 Road Overlay Project  
Presented by Don Taranto, Contracted Town Engineer



- d. **RESOLUTION NO. 36, SERIES 2017**, A Resolution Authorizing a Full Time Intern Position Until May 1, 2018  
Presented by April Getchius, Town Manager

## 7. ADJOURNMENT



**Town of Timnath**  
**Regular Meeting Minutes**  
**Tuesday, April 25, 2017, at 6:00 p.m.**  
**Meeting was held at *Timnath Administration Building,***  
***4800 Goodman Street, Timnath, Colorado***

**1. CALL TO ORDER AND ROLL CALL:**

Mayor Grossman-Belisle called to order the meeting of the Town Council on Tuesday, April 25, 2017, at 6:01 p.m.

**Present:**

- a. Mayor Jill Grossman-Belisle
- b. Mayor Pro Tem Bryan Voronin
- c. Councilmember Bill Neal
- d. Councilmember Aaron Pearson
- e. Councilmember Paul Steinway

**Absent:**

**Also Present:**

- a. April Getchius, Town Manager
- b. Milissa Peters, Town Clerk
- c. Robert Rogers, Contracted Town Attorney
- d. Megan Murphy, Contracted Town attorney
- e. Don Taranto, Contracted Town Engineer
- f. Matt Blakely, Contracted Community Development Director
- g. Brian Williamson, Contracted Town Planner
- h. Kevin Koelbel, Contracted Town Planner
- i. Boy Scout Troop 39
- j. Phil Goldstein, Timnath Resident
- k. Bev McBride
- l. Mike McBride
- m. Mark Colberg, City of Thornton
- n. Jim Birdsall, TB Group
- o. Jim Rooney, Rooney Properties
- p. Bill Albright
- q. John Gagnon, Architect

**2. AMENDMENTS TO THE AGENDA:**

- a. Item 4c was removed from Consent Agenda and moved to Item 6g.

**3. PUBLIC COMMENT ON NON-AGENDA ITEMS:**

- a. NONE



**4. CONSENT AGENDA:**

- a. Approval of the April 11, 2017, Town Council Meeting Minutes
- b. Approval of the Check Register
- c. **MOVED TO ITEM 6g - ORDINANCE NO. 13, SERIES 2017**

**Councilmember Neal moved to approve the consent agenda as amended. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

**5. REPORTS:**

- a. Mayor/Council
  - i. Town Beautification Day and the Safety Fair were a success.
- b. Staff-Included in the packet

**6. BUSINESS:**

- a. **RESOLUTION NO. 26, SERIES 2017**, A Resolution making certain findings of fact and declaring eligibility of the proposed annexation of a parcel of land to the Town of Timnath, Colorado, known as the Thornton Farms Annexation

Staff Comments:

- Mr. Blakely spoke to Council about the proposed resolution.

Council Comments:

- Councilmember Voronin asked about an additional property and Mr. Blakely explained that the City of Thornton was not interested in annexing the property in question.

**Councilmember Neal moved to approve RESOLUTION NO. 26, SERIES 2017**, A Resolution making certain findings of fact and declaring eligibility of the proposed annexation of a parcel of land to the Town of Timnath, Colorado, known as the Thornton Farms Annexation. **Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

- b. **ORDINANCE NO. 11, SERIES 2017, PUBLIC HEARING**, An Ordinance Approving the Annexations for the Thornton Farms to the Town of Timnath located east of CR-1 (Latham Parkway) and north and south of WCR-80 and north of State Highway 14 (Mulberry Road)

Mayor Grossman-Belisle opened the public hearing at 6:10 p.m.

Staff Comments:

- Mr. Blakely spoke to Council about the proposed ordinance.

Public Comments:

- NONE

Mayor Grossman-Belisle closed the public hearing at 6:10 p.m.



**Councilmember Neal moved to approve ORDINANCE NO. 11, SERIES 2017, PUBLIC HEARING,** An Ordinance Approving the Annexations for the Thornton Farms to the Town of Timnath located east of CR-1 (Latham Parkway) and north and south of WCR-80 and north of State Highway 14 (Mulberry Road). **Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

- c. ORDINANCE NO. 12, SERIES 2017, PUBLIC HEARING,** An Ordinance Approving the Zoning Map Amendment for the Thornton Farms located east of CR-1 (Latham Parkway) and north and south of WCR-80 and north of Highway 14 (Mulberry Road) Mayor Grossman-Belisle, opened the public hearing at 6:10 p.m.

Staff Comments:

- Mr. Blakely spoke to Council about the proposed ordinance.

Public Comments:

- NONE

Mayor Grossman-Belisle closed the public hearing at 6:10 p.m.

**Councilmember Steinway moved to approve ORDINANCE NO. 12, SERIES 2017, PUBLIC HEARING,** An Ordinance Approving the Zoning Map Amendment for the Thornton Farms located east of CR-1 (Latham Parkway) and north and south of WCR-80 and north of Highway 14 (Mulberry Road). **Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

- d. RESOLUTION NO. 27, SERIES 2017,** A Resolution Approving the Riverbend Sketch Plan

Staff Comments:

- Mr. Blakely spoke to Council about the proposed resolution.

Public Comments:

- Ms. McBride asked about the zoning and Mr. Blakely explained how the sketch plan and site plan were amended to be the same.

**Councilmember Neal moved to approve RESOLUTION NO. 27, SERIES 2017,** A Resolution Approving the Riverbend Sketch Plan. **Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

- e. RESOLUTION NO. 28, SERIES 2017,** A Resolution Approving the Timnath Trail at Riverbend Minor Subdivision

Staff Comments:

- Mr. Blakely spoke to Council about the proposed resolution.



Public Comments:

- Ms. McBride spoke to Council about her concerns regarding parking and trail use. She also spoke about previous discussions regarding the location of building to her property. She also stated her concerns for her animals. Ms. McBride spoke about concerns for other neighbors and that the development puts their properties in jeopardy.

Council Comments:

- Mayor Grossman-Belisle addressed Ms. McBride's concerns and stated that the developer made several changes to accommodate the surrounding property owners as much as possible. She also spoke about the community's need for multi-family units and Town growth.
- Mayor Grossman-Belisle asked about the use of parking permits for the development residents and Mr. Blakely spoke about working with the developer to work on a parking plan. Mr. Blakely also stated that the proposed parking was adequate for the area.
- Mayor Grossman-Belisle asked about the prairie dog issue and Mr. Taranto stated that the property owner would be responsible for mitigating the prairie dogs.
- Mayor Grossman-Belisle asked about other options for trail access and Mr. Blakely stated that there were other options for access to the trail and that other accesses would come available as other developments progress.

**Councilmember Pearson moved to approve RESOLUTION NO. 28, SERIES 2017, A Resolution Approving the Timnath Trail at Riverbend Minor Subdivision. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.**

**f. RESOLUTION NO. 29, SERIES 2017, A Resolution Approving the Timnath Trail at Riverbend Multi-Family Site Plan, Tract 1, Lots 1-3 of Riverbend Subdivision**

Staff Comments:

- Mr. Blakely spoke to Council about the proposed resolution.

Applicant Presentation;

- Mr. Albright spoke to Council about the research done to create the site plan presented. He detailed the central amenities, Poudre River Trail access, landscape and buffering. Mr. Albright also highlighted the amenity, building, color scheme design criteria.

Council Comments:

- Councilmember Steinway asked about additional fees and Mr. Rooney stated that there were no additional fees anticipated for the tenants outside of rent and their utilities.
- Councilmember Pearson asked about executive rentals and Mr. Albright stated that there were no plans but that it would be considered.



**Councilmember Pearson moved to approve RESOLUTION NO. 29, SERIES 2017, A Resolution Approving the Timnath Trail at Riverbend Multi-Family Site Plan, Tract 1, Lots 1-3 of Riverbend Subdivision with the height exception. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.**

- g. MOVED FROM CONSENT - ORDINANCE NO. 13, SERIES 2017, FIRST READING, An Ordinance Amending the Official Zoning Map for the Town of Timnath and Setting a Public Hearing on June 13, 2017, at 6:00 p.m.**

Staff Comments:

- Mr. Blakely spoke to Council about the proposed resolution.

**Councilmember Neal moved to approve ORDINANCE NO. 13, SERIES 2017, FIRST READING, An Ordinance Amending the Official Zoning Map for the Town of Timnath and Setting a Public Hearing on June 13, 2017, at 6:00 p.m. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

- h. EXECUTIVE SESSION:** “For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.”

**Councilmember Neal moved to approve enter into EXECUTIVE SESSION:** “For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion concerning personnel matters under §24-6-402(4)(f), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.” **Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.**

**Council went into executive session at 6:56 pm.**

**The regular meeting reconvened at 7:50 pm.**

## **7. ADJOURNMENT:**

Mayor Grossman-Belisle adjourned the meeting 7:50 p.m.



**Town Council approved the April 25, 2017, Town Council Meeting Minutes on May 9, 2017.**

**TOWN OF TIMNATH**

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Jill Grossman-Belisle, Mayor

**ATTEST:**

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Milissa Peters, CMC  
Town Clerk



Vendor	Vendor Name	Invoice Number	Description	GL Period Date	Net Invoice Amount
<b>4Rivers Equipment</b>					
<b>258482</b>					
490	4Rivers Equipment	258482	Hitch Pin	04/30/2017	4.89
Total 258482:					4.89
<b>267532</b>					
490	4Rivers Equipment	267532	Hitch Pin	04/30/2017	27.00
Total 267532:					27.00
Total 4Rivers Equipment:					31.89
<b>AAA AUTO PARTS, INC</b>					
<b>035131</b>					
472	AAA AUTO PARTS, INC	035131	Def for 2017 Dodge	04/30/2017	24.00
Total 035131:					24.00
Total AAA AUTO PARTS, INC:					24.00
<b>Accuracy Enterprises</b>					
<b>04202017</b>					
413	Accuracy Enterprises	04202017	2017 Pistol Training and Qualificat	04/30/2017	420.00
Total 04202017:					420.00
Total Accuracy Enterprises:					420.00
<b>AlSCO</b>					
<b>LLAR1194800</b>					
272	AlSCO	LLAR1194800	2017 Mat Service	04/30/2017	58.56
Total LLAR1194800:					58.56
Total AlSCO:					58.56
<b>APEX Shredding</b>					
<b>22689</b>					
735	APEX Shredding	22689	Apr 2017 Shredding Services	04/30/2017	40.00
Total 22689:					40.00
Total APEX Shredding:					40.00
<b>A-Z Safety Supply</b>					
<b>129149</b>					
818	A-Z Safety Supply	129149	Safety glasses	04/30/2017	23.39
Total 129149:					23.39
Total A-Z Safety Supply:					23.39
<b>Background Information Service, Inc</b>					
<b>107486</b>					
861	Background Information Service, I	107486	Background service on Betrus	04/30/2017	20.00

Vendor	Vendor Name	Invoice Number	Description	GL Period Date	Net Invoice Amount
Total 107486:					20.00
Total Background Information Service, Inc:					20.00
<b>Bruen Media Group LLC</b>					
<b>13406</b>					
711	Bruen Media Group LLC	13406	Apr 2017 Newsletter	04/30/2017	1,067.03
711	Bruen Media Group LLC	13406	Apr 2017 Emergency # Card w/M	04/30/2017	561.00
711	Bruen Media Group LLC	13406	Apr 2017 Economic Development	04/30/2017	1,870.00
711	Bruen Media Group LLC	13406	Apr 2017 Safety Fair Photo/Video	04/30/2017	250.00
711	Bruen Media Group LLC	13406	Apr 2017 Clean up day postcard	04/30/2017	661.71
711	Bruen Media Group LLC	13406	Apr 2017 Clean up day Video	04/30/2017	250.00
711	Bruen Media Group LLC	13406	Apr 2017 Website Upgrades	04/30/2017	1,760.00
711	Bruen Media Group LLC	13406	Apr 2017 Website Slider/art updat	04/30/2017	140.00
711	Bruen Media Group LLC	13406	Apr 2017 Town Council Headshot	04/30/2017	250.00
Total 13406:					6,809.74
Total Bruen Media Group LLC:					6,809.74
<b>CLIFTONLARSONALLEN LLP</b>					
<b>1500546</b>					
580	CLIFTONLARSONALLEN LLP	1500546	Mar 2017 Financial Consultants F	03/31/2017	18,685.75
580	CLIFTONLARSONALLEN LLP	1500546	Mar 2017 Financial Consultants A	03/31/2017	627.50
580	CLIFTONLARSONALLEN LLP	1500546	Mar 2017 Financial Consultants -	03/31/2017	4,450.50
Total 1500546:					23,763.75
Total CLIFTONLARSONALLEN LLP:					23,763.75
<b>COLORADO NETWORK MANAGEMENT, INC</b>					
<b>10741</b>					
551	COLORADO NETWORK MANAG	10741	Final Bill	04/30/2017	2,501.00
Total 10741:					2,501.00
Total COLORADO NETWORK MANAGEMENT, INC:					2,501.00
<b>Connell Resources, Inc</b>					
<b>2171012.02REV#1</b>					
807	Connell Resources, Inc	2171012.02RE	Retainage Payable - Reservoir Pa	04/30/2017	27,873.44
807	Connell Resources, Inc	2171012.02RE	Reservoir Park	04/30/2017	557,468.71
Total 2171012.02REV#1:					529,595.27
Total Connell Resources, Inc:					529,595.27
<b>Coyote Ridge Construction, LLC</b>					
<b>9092141</b>					
689	Coyote Ridge Construction, LLC	9092141	Storm Sewer Inlet Repairs	04/30/2017	20,000.00
689	Coyote Ridge Construction, LLC	9092141	Storm Sewer Inlet Repairs	04/30/2017	32,850.00
Total 9092141:					52,850.00
<b>PAY APP 9</b>					
689	Coyote Ridge Construction, LLC	PAY APP 9	Old Town Sewer Improvements P	04/30/2017	1,175.60
689	Coyote Ridge Construction, LLC	PAY APP 9	Old Town Sewer Improvements P	04/30/2017	24,687.58

Vendor	Vendor Name	Invoice Number	Description	GL Period Date	Net Invoice Amount
Total PAY APP 9:					23,511.98
Total Coyote Ridge Construction, LLC:					76,361.98
<b>DBC Irrigation Supply</b>					
<b>S2645430.001</b>					
866	DBC Irrigation Supply	S2645430.001	Spinkler Supplies	04/30/2017	83.09
Total S2645430.001:					83.09
<b>S2647031.001</b>					
866	DBC Irrigation Supply	S2647031.001	Spinkler Supplies	04/30/2017	248.50
Total S2647031.001:					248.50
<b>S2654516.011</b>					
866	DBC Irrigation Supply	S2654516.011	Spinkler Supplies	04/30/2017	85.50
Total S2654516.011:					85.50
Total DBC Irrigation Supply:					417.09
<b>Dean Contracting</b>					
<b>2008</b>					
708	Dean Contracting	2008	Knox key switches	04/30/2017	1,977.00
Total 2008:					1,977.00
Total Dean Contracting:					1,977.00
<b>DEZIRE SANCHEZ</b>					
<b>APRIL 2017</b>					
334	DEZIRE SANCHEZ	APRIL 2017	April 2017 mileage	05/31/2017	48.15
Total APRIL 2017:					48.15
Total DEZIRE SANCHEZ:					48.15
<b>FORT COLLINS LOVELAND WATER DIST</b>					
<b>02454715-01-042017</b>					
14	FORT COLLINS LOVELAND WAT	02454715-01-0	Apr 2017 3930 Main St	04/30/2017	13.40
Total 02454715-01-042017:					13.40
<b>02459127-01-042017</b>					
14	FORT COLLINS LOVELAND WAT	02459127-01-0	Apr 2017 Irrigation Weitzel St	04/30/2017	13.40
Total 02459127-01-042017:					13.40
<b>02741397-01-042017</b>					
14	FORT COLLINS LOVELAND WAT	02741397-01-0	Apr 2017 5500 Summerfield Park	04/30/2017	64.53
Total 02741397-01-042017:					64.53
<b>02745011-01-042017</b>					
14	FORT COLLINS LOVELAND WAT	02745011-01-0	Apr 2017 4800 Goodman Street	04/30/2017	66.46

Vendor	Vendor Name	Invoice Number	Description	GL Period Date	Net Invoice Amount
Total 02745011-01-042017:					66.46
<b>02745821-01-042017</b>					
14	FORT COLLINS LOVELAND WAT	02745821-01-0	Apr 2017 Irrigation Signal Tree	04/30/2017	13.40
Total 02745821-01-042017:					13.40
<b>HARMONY ROAD TAP</b>					
14	FORT COLLINS LOVELAND WAT	HARMONY RO	Harmony Road Tap	05/31/2017	33,384.00
Total HARMONY ROAD TAP:					33,384.00
Total FORT COLLINS LOVELAND WATER DIST:					33,555.19
<b>Galls, LLC</b>					
<b>7309255</b>					
899	Galls, LLC	7309255	Combat Helmet	04/30/2017	391.67
Total 7309255:					391.67
Total Galls, LLC:					391.67
<b>Heather Erbes</b>					
<b>APRIL 2017</b>					
882	Heather Erbes	APRIL 2017	Apr 2017 Mileage	04/30/2017	25.15
Total APRIL 2017:					25.15
Total Heather Erbes:					25.15
<b>JOHN DEERE GOVERNMENT &amp; NATION</b>					
<b>115712340</b>					
517	JOHN DEERE GOVERNMENT &	115712340	Flex Wing Mower	04/30/2017	19,286.40
Total 115712340:					19,286.40
Total JOHN DEERE GOVERNMENT & NATION:					19,286.40
<b>LARIMER COUNTY SALES/USE TAX</b>					
<b>APRIL 2017</b>					
22	LARIMER COUNTY SALES/USE	APRIL 2017	Apr 2017 Larimer Use Tax	05/31/2017	31,615.58
22	LARIMER COUNTY SALES/USE	APRIL 2017	Apr 2017 Larimer Use Tax Admin	05/31/2017	1,053.75-
Total APRIL 2017:					30,561.83
Total LARIMER COUNTY SALES/USE TAX:					30,561.83
<b>LARIMER COUNTY SHERIFF'S DEPT.</b>					
<b>17-0402</b>					
26	LARIMER COUNTY SHERIFF'S	17-0402	1st QTR and 2nd Qtr Computer	04/30/2017	6,468.00
Total 17-0402:					6,468.00
Total LARIMER COUNTY SHERIFF'S DEPT.:					6,468.00
<b>Law Office of Avi S. Rocklin, LLC</b>					

Vendor	Vendor Name	Invoice Number	Description	GL Period Date	Net Invoice Amount
1334					
915	Law Office of Avi S. Rocklin, LLC	1334	Apr 2017 Prosecutor Services	04/30/2017	1,124.00
	Total 1334:				1,124.00
	Total Law Office of Avi S. Rocklin, LLC:				1,124.00
<b>Lisa R Crocker</b>					
2008					
801	Lisa R Crocker	2008	Apr 2017 Subscribe/mail feature f	04/30/2017	352.00
	Total 2008:				352.00
	Total Lisa R Crocker:				352.00
<b>MILISSA PETERS</b>					
<b>APRIL 2017</b>					
391	MILISSA PETERS	APRIL 2017	Apr 2017 mileage reimbursement	04/30/2017	124.12
	Total APRIL 2017:				124.12
	Total MILISSA PETERS:				124.12
<b>Neopost USA Inc</b>					
54764665					
302	Neopost USA Inc	54764665	May 2017 Postage Meter Lease	05/31/2017	56.31
	Total 54764665:				56.31
	Total Neopost USA Inc:				56.31
<b>NOCO Storage</b>					
<b>MAY 2017</b>					
833	NOCO Storage	MAY 2017	May 2017 Public Safety Storage	03/31/2017	190.00
	Total MAY 2017:				190.00
<b>MAY 2017 PW</b>					
833	NOCO Storage	MAY 2017 PW	May 2017 PW Storage Unit	03/31/2017	350.00
	Total MAY 2017 PW:				350.00
	Total NOCO Storage:				540.00
<b>PORTABLE RENTAL SYSTEMS</b>					
57178					
143	PORTABLE RENTAL SYSTEMS	57178	Apr 2017 Porta-potty service	04/30/2017	302.00
	Total 57178:				302.00
	Total PORTABLE RENTAL SYSTEMS:				302.00
<b>Precision Pavement Marking</b>					
348625					
714	Precision Pavement Marking	348625	Stop bars at Signal Tree	04/30/2017	1,814.09
	Total 348625:				1,814.09

Vendor	Vendor Name	Invoice Number	Description	GL Period Date	Net Invoice Amount
Total Precision Pavement Marking:					1,814.09
<b>Proforce</b>					
<b>303081</b>					
799	Proforce	303081	X26P CEW	03/31/2017	964.05
799	Proforce	303081	Blackhawk Left Hand Holster	03/31/2017	57.04
799	Proforce	303081	25' XP field Use Green	03/31/2017	117.00
Total 303081:					1,138.09
<b>303081-S&amp;H</b>					
799	Proforce	303081-S&H	Shipping	03/31/2017	13.20
Total 303081-S&H:					13.20
Total Proforce:					1,151.29
<b>Sandi Bishop</b>					
<b>010</b>					
895	Sandi Bishop	010	Apr 2017 Public Restroom Cleani	05/31/2017	320.00
Total 010:					320.00
Total Sandi Bishop:					320.00
<b>Sunstate Equipment</b>					
<b>6954748-001</b>					
258	Sunstate Equipment	6954748-001	Mini Ex	04/30/2017	452.25
Total 6954748-001:					452.25
Total Sunstate Equipment:					452.25
<b>Telco of the Rockies</b>					
<b>54884</b>					
686	Telco of the Rockies	54884	new Conference Phone	04/30/2017	672.95
Total 54884:					672.95
<b>54890</b>					
686	Telco of the Rockies	54890	Repairs to phone lines	04/30/2017	129.24
Total 54890:					129.24
Total Telco of the Rockies:					802.19
<b>THE CACHE LA POUFRE RESERVIOR</b>					
<b>MAY 2017</b>					
396	THE CACHE LA POUFRE RESE	MAY 2017	May 2017 Lease Payment	03/31/2017	9,207.41
Total MAY 2017:					9,207.41
Total THE CACHE LA POUFRE RESERVIOR:					9,207.41
<b>Thorp Associates PC</b>					
<b>1631-042117</b>					
877	Thorp Associates PC	1631-042117	Apr 2017- Phase II Professional F	04/30/2017	2,171.90

Vendor	Vendor Name	Invoice Number	Description	GL Period Date	Net Invoice Amount
Total 1631-042117:					2,171.90
Total Thorp Associates PC:					2,171.90
<b>TST, INC CONSULTING ENGINEERS</b>					
<b>APR 2017</b>					
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Riverbend Road	04/30/2017	98.00
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Summerfield pky ditch c	04/30/2017	1,237.49
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Old Town Improvements	04/30/2017	740.35
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Harmony Road PH III	04/30/2017	12,640.46
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Public Works/ Admin Bui	04/30/2017	492.00
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Signage and Monument	04/30/2017	300.00
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Old Town Improv II Sout	04/30/2017	7,569.41
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Public Works Director	04/30/2017	13,097.40
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Thornton Annexation	04/30/2017	1,620.00
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 General Engineering	04/30/2017	14,318.13
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Planning Services	04/30/2017	29,781.64
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Master Planning Studies	04/30/2017	1,890.00
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 General Trail Improvem	04/30/2017	75.00
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Poudre River Tailhead P	04/30/2017	124.00
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Harmony Bridge Sculptu	04/30/2017	300.00
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Timnath Reservoir Trail	04/30/2017	10,079.67
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Timnath South Regional	04/30/2017	4,201.88
406	TST, INC CONSULTING ENGINE	APR 2017	Apr 2017 Wildwing Park	04/30/2017	3,332.00
Total APR 2017:					101,897.43
<b>REM-APR 2017</b>					
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 Village Homes	04/30/2017	510.42
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 WildWing	04/30/2017	1,624.36
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 Timnath Landing	04/30/2017	4,980.84
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 Timnath Trail	04/30/2017	2,055.00
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 Fewell Feldman	04/30/2017	1,554.00
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 General	04/30/2017	504.00
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 WildWing	04/30/2017	262.50
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 Timnath Landing	04/30/2017	3,997.50
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 Timnath Ranch	04/30/2017	457.50
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 Fisher	04/30/2017	45.00
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 Harmony Estates	04/30/2017	187.50
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 Timnath Trail	04/30/2017	5,985.00
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 Fewell Feldman	04/30/2017	892.50
406	TST, INC CONSULTING ENGINE	REM-APR 201	REM-Apr 2017 General	04/30/2017	997.50
Total REM-APR 2017:					24,053.62
Total TST, INC CONSULTING ENGINEERS:					125,951.05
<b>Verizon Wireless</b>					
<b>9784530026</b>					
810	Verizon Wireless	9784530026	Apr 2017 Wireless Air Cards	04/30/2017	298.29
Total 9784530026:					298.29
Total Verizon Wireless:					298.29
<b>Windsor Ace Hardware</b>					

Vendor	Vendor Name	Invoice Number	Description	GL Period Date	Net Invoice Amount
120158					
263	Windsor Ace Hardware	120158	trash bags	04/30/2017	14.99
	Total 120158:				14.99
120339					
263	Windsor Ace Hardware	120339	Hedge Trimmer Sharpener	04/30/2017	29.99
	Total 120339:				29.99
	Total Windsor Ace Hardware:				44.98
<b>Wright Express FSC</b>					
<b>49226042</b>					
591	Wright Express FSC	49226042	2017 Public Saffey Fuel	03/31/2017	699.08
591	Wright Express FSC	49226042	2017 Public Works Fuel	03/31/2017	396.12
	Total 49226042:				1,095.20
	Total Wright Express FSC:				1,095.20
	Grand Totals:				878,187.14

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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\_\_\_\_\_

City Recorder: \_\_\_\_\_





## TOWN COUNCIL COMMUNICATION

<b>Meeting Date:</b> May 9, 2017	<b>Item:</b> Resolution No. 30, Series 2017, A <b>Resolution Establishing Rules for Timnath          Community Park (Located at 5500          Summerfields Parkway)</b>	<b>Ordinance</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Discussion</b> <input type="checkbox"/> <b>For Information</b> <input type="checkbox"/>
<b>Presented by:</b> Brian Williamson Town Planner		

**EXECUTIVE SUMMARY:**

- Establish rules and Hours for the Community Park.
- Posted rules will allow better Community Engagement for Police Officers and Town Staff.
- This resolution clarifies any ambiguity on the rules for the Park

**STAFF RECOMMENDATION:** Staff recommends that Council adopt the attached rules.

**KEY POINTS/SUPPORTING INFORMATION:**  
 The proposed rules are as follows:

1. The park is open from dawn until dusk, unless a special event permit is issued by the Town of Timnath.
2. Camping overnight or overnight parking of a recreational vehicle is prohibited.
3. Littering is prohibited.
4. Using any amplified sound system is prohibited without a special event permit issued by the Town of Timnath.
5. Discharging of fireworks or operating launch model rockets or other devices which may have an explosive charge is prohibited.
6. Conducting any private enterprise without prior written approval of the town is prohibited.
7. All pets must be on a leash at all times and owners must clean up after pets.
8. Loitering, soliciting, vending, or advertising is prohibited, unless part of a permitted event.
9. Fires are prohibited.
10. No glass containers allowed.
11. No selling, serving, dispensing, possessing or consuming any alcoholic beverages except with a Town approved liquor license.
12. No selling, serving, dispensing, or use of marijuana, or any other drugs.
13. Use of vehicles outside of designated areas is prohibited.
14. Destroying, cutting down, vandalizing, or defacing rocks, trees, shrubs, buildings, signs, equipment, fences, or any other features of the natural or built environment is prohibited.
15. When the pavilion has been reserved, that organization shall have access and priority to use of the facility
16. The use of golf clubs is prohibited.



**ADVANTAGES:**

- Clarify Town Policy of the use of the Community Park

**DISADVANTAGES:**

- None

**FINANCIAL IMPACT:**

- None

**RECOMMENDED MOTION:**

- I move to approve Resolution No. 30, Series 2017, Establishing the Rules for Timnath Community Park.

**ATTACHMENTS:**

1. Resolution

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 30, SERIES 2017**

**A RESOLUTION ESTABLISHING RULES FOR TIMNATH COMMUNITY PARK  
(LOCATED AT 5500 SUMMERFIELDS PARKWAY)**

**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**, Ordinance No.1, Series 2015 authorizes Council to establish rules and regulations for public property; and

**WHEREAS**, Timnath Community Park is owned and operated by the Town of Timnath for the enjoyment and recreation of the public; and

**WHEREAS**, the Town Council is familiar with the following Rules and finds it to be in the best interest of the Town, its residents, and the general public to establish rules to govern use of the Community Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:**

**Section 1. Rules and Regulations for Timnath Community Park**

The Town Council hereby approves the following rules and regulations governing the use of Timnath Community Park:

1. The park is open from dawn until dusk, unless a special event permit is issued by the Town of Timnath.
2. Camping overnight or overnight parking of a recreational vehicle is prohibited.
3. Littering is prohibited.
4. Using any amplified sound system is prohibited without a special event permit issued by the Town of Timnath.
5. Discharging of fireworks or operating launch model rockets or other devices which may have an explosive charge is prohibited.
6. Conducting any private enterprise without prior written approval of the town is prohibited.
7. All pets must be on a leash at all times and owners must clean up after pets.
8. Loitering, soliciting, vending, or advertising is prohibited, unless part of a permitted event.
9. Fires are prohibited.
10. No glass containers allowed.

11. No selling, serving, dispensing, possessing or consuming any alcoholic beverages except with a Town approved liquor license.
12. No selling, serving, dispensing, or use of marijuana, or any other drugs.
13. Use of vehicles outside of designated areas is prohibited.
14. Destroying, cutting down, vandalizing, or defacing rocks, trees, shrubs, buildings, signs, equipment, fences, or any other features of the natural or built environment is prohibited.
15. When the pavilion has been reserved, that organization shall have access and priority to use of the facility
16. The use of golf clubs is prohibited.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 9<sup>TH</sup>, 2017.**

**TOWN OF TIMNATH, COLORADO**

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Bryan Voronin, Mayor Pro-Tem

**ATTEST:**

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Milissa Peters, CMC  
Town Clerk



## TOWN COUNCIL COMMUNICATION

<b>Meeting Date:</b> May 9, 2017	<b>Item:</b> Resolution No. 31, Series 2017, A Resolution Establishing A Pavilion Rental Policy for the Timnath Community Park	<b>Ordinance</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Discussion</b> <input type="checkbox"/> <b>For Information</b> <input type="checkbox"/>
<b>Presented by:</b> Brian Williamson Town Planner		
<b>EXECUTIVE SUMMARY:</b> <ul style="list-style-type: none"> <li>Establish a Policy for Public Rental of the Pavilion at the Timnath Community Park.</li> <li>Allow the Public to reserve the Pavilion for events such as birthday parties and family reunions.</li> <li>Businesses are allowed to rent the Pavilion for non-business uses, but will be required to obtain a special events permit for any business use.</li> <li>Reservations for the pavilion will be made through the Town Website.</li> </ul>		
<b>STAFF RECOMMENDATION:</b> Staff recommends that Council adopt the attached policy for Pavilion Rental.		
<b>KEY POINTS/SUPPORTING INFORMATION:</b> <p>Staff has received many inquiries about reserving the pavilion at the Community Park since before it was opened. Staff has worked together to refine this policy that allows such reservations, while trying to minimize potential issues with the rental.</p> <p>Reservations will be accepted up to one week before the event, through an online form submission to the Town. Applicants for the reservation will be required to submit the application, the rental agreement and waiver, and a copy of their driver's license. A schedule of upcoming reservations will be posted at the Park to notify the public of when the pavilion is reserved. This calendar will also be available on the Town website. In addition, the permit holder is required to have the approved permit on site during the event.</p>		
<b>ADVANTAGES:</b> <ul style="list-style-type: none"> <li>Allows the public to reserve the pavilion for events.</li> </ul>		
<b>DISADVANTAGES:</b> <ul style="list-style-type: none"> <li>Additional staff work to coordinate and monitor the use of the pavilion.</li> </ul>		
<b>FINANCIAL IMPACT:</b> <ul style="list-style-type: none"> <li>Minimal revenue stream from day rental fee, \$40 per day.</li> <li>Potential cost of additional cleanings.</li> </ul>		
<b>RECOMMENDED MOTION:</b> <ul style="list-style-type: none"> <li>I move to approve Resolution No. 31, Series 2017, Establishing A Pavilion Rental Policy for the Timnath Community Park.</li> </ul>		
<b>ATTACHMENTS:</b> <ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Policy</li> </ol>		

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 31, SERIES 2017**

**A RESOLUTION ESTABLISHING A PAVILION RENTAL POLICY FOR THE  
TIMNATH COMMUNITY PARK**

**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**, Timnath Community Park is owned and operated by the Town of Timnath for the enjoyment and recreation of the public; and

**WHEREAS**, the Town Council is familiar with the attached Policy, EXHIBIT A, 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 FOLLOW:**

**Section 1. Approval**

A Pavilion Rental Policy for the Timnath Community Park 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 Policy.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 9, 2017.**

**TOWN OF TIMNATH, COLORADO**

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Bryan Voronin, Mayor Pro Tem

**ATTEST:**

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Milissa Peters, CMC  
Town Clerk

**EXHIBIT A**  
Policy



## TOWN COUNCIL ADOPTED POLICY

**SUBJECT: Timnath Community Park Pavilion Rental Policy**

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**ISSUE DATE**

**May 9, 2017**

**EFFECTIVE DATE**

**May 9, 2017**

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**INTENT**

The Town intends to rent the community park pavilion for the enjoyment of the Public. The purpose of this policy is to outline the rules for Timnath park pavilion rental and use.

**POLICY**

- I. **Rental Times** – Pavilion can be rented Monday through Sunday, during the normal park hours for private, non-commercial use. Businesses are welcome to rent the pavilion for company picnics or events. Business use of the pavilion requires sales tax and business licensing from the Town of Timnath and a special event permit, subject to Town approval.
- II. **Rental Reservations and cost** – Reservations must be made at least one week prior to event date with all fees paid at time of reservation and no earlier than ninety (90) days in advance. Fees are \$40 per day. In addition, a cleanup/damage deposit of \$50 will also be required and refunded if the pavilion is clean and undamaged.
- III. **Rental Use** - Private rental use shall include events with no more than 50 people. Private events to which the public is not invited must comply with all Town noise ordinances. Parks are public spaces and may not be blocked from public use. Only the pavilion may be reserved for private use, not the entire park, and subject to Town approval. Any interpretation regarding what constitutes appropriate Rental Use shall be at the discretion of the Town Manager.
- IV. **Rental Regulations**



a. Permits

- i. **Permits** are available online at [timnath.org](http://timnath.org). A Town of Timnath pavilion rental permit is required to withhold use of the structure from the public and must be displayed at the venue on event day. Permits and fees are non-transferable and non-refundable. The permit holder is accountable for the actions of the guests and any resulting damages to the property. The permit holder or an additional named holder must be present at all times while the Pavilion is being used for event.
  1. The Town will issue one full day permit per day on a first come first serve basis, subject to availability.
  2. Permit fees are per event.
  3. All permit holders must be 18 years or older.
  4. Approved permit must be displayed at Pavilion during private use.
- ii. Permit Requirements. The following items must be presented when purchasing a permit.
  1. Signed Timnath Pavilion Rental Permit Application (available online and attached to this policy).
  2. Signed Timnath Pavilion Rental Permit Agreement and Waiver (available online and attached to this policy).
  3. Current phone number and address of permit holder.
  4. Copy of Driver's license with a current address and phone number.

b. General Regulations

- i. All of the Rules and Regulations of the Timnath Community Park apply to the use of the pavilion at any time, including private reservations.
- ii. No alcohol may be consumed on park premises.
- iii. No glass bottles/containers.
- iv. Visitors must not enter any private or restricted areas, including areas under construction or waiting repair.
- v. Pavilion rental use is limited to the Town approved hours on the permit. An additional thirty (30) minutes after rental time is allowed for clean up.
- vi. Pavilion use is limited to posted park hours.
- vii. No littering. All trash and debris must be placed in designated trash and recycling receptacles or removed from park.
- viii. No signs or decorations are to be attached to the structure with permanent materials, including but not limited to staples, nails, glue, duct tape and/or permanent adhesives. Tape and removable adhesive strips are permitted but must be completely removed after event and cause no damage to structure or paint.
- ix. Dogs on leashes are permitted. Owners must cleanup dog waste.
- x. No motor vehicles are permitted outside of the designated parking area, including to drop off food or event supplies. Vehicles found anywhere except on established roadways or parking areas will be subject to ticketing and/or towing at owner's expense.

- xi. No fires are permitted. Only portable electric and gas grills are allowed.
- xii. The Town reserves the right to alter these rules if there are problems, repeat violations or other issues. The Town reserves the right to ban individuals or groups or revoke privileges for the park property for inappropriate behavior, unsafe use of pavilion or prohibited activities.
- xiii. The Town reserves the right to alter hours of operation for special events or other reasons.
- xiv. The pavilion may not be rented during Town events.

Permit Number

**Timnath Community Park Pavilion Rental Permit Application**

Today's Date: \_\_\_\_\_

Name(s) of Permit Holder: \_\_\_\_\_

Additional Permit Holder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of event: \_\_\_\_\_

Reservation Date: \_\_\_\_\_

Driver's License #/State: \_\_\_\_\_

**FEE:**

\$40 non-refundable

**FOR TOWN OF TIMNATH ADMINISTRATION USE ONLY**

Payment Type: \_\_\_\_\_

Amount Received: \_\_\_\_\_

Payment Received By: \_\_\_\_\_

**Permit Requirements (Complete Checklist):**

\_\_\_\_\_ Timnath Community Park Pavilion Rental Permit Application

\_\_\_\_\_ Timnath Community Park Pavilion Rental Permit Agreement and Waiver

\_\_\_\_\_ Driver's License(s) showing applicant(s) over 18 (the number must be recorded on the permit application)

\_\_\_\_\_ Current Address and Phone number in case of scheduling changes or concerns

## **Timnath Community Park Pavilion Rental Permit Agreement and Waiver**

I/we hereby agree to obey the rules and regulations of the Town of Timnath and the State of Colorado applicable to the use of the Timnath Community Park and its facilities. A copy of these rules and regulations is made part hereof, of reference thereto with the same force and effect set forth herein, in every particular.

I/we agree to indemnify, defend, hold harmless the Town of Timnath, its officers, agents and employees from all claims and demands of every kind of nature for injury or damage, either to myself, my guests, or made by a third party, arising from injury to the undersigned, or damage to my property or the property of others, arising out of or in connection with the use of the Community Park.

In applying for this Pavilion rental permit, I understand that:

- I have received and read a copy of the Rules & Regulations.
- The Town of Timnath is not responsible for the safekeeping of my or my guests' property at the park, or for damage to the personal property by reason of debris, fire, flood, storm, wind, water, theft, vandalism, or otherwise.
- It is my responsibility, and not the Town of Timnath's, to take weather forecasts and conditions into account when using the park or applying for rental permits.
- The Town will not refund permit fees under any circumstance.
- The Town, a Timnath Police Officer, or Larimer County Sheriff may limit or revoke a permit for violation of any rule of conduct, policy, or county/town ordinance. If a permit is revoked at any time due to a violation, the permit holders and their household(s) will not be allowed to purchase another permit until the subsequent permit season, and is subject to Town Manager approval.
- I am responsible for damage and or replacement of broken or damaged park infrastructure due to activities that occur during my rental window. It is my responsibility to bring to the attention of the Town any damage or broken infrastructure/appurtenance that existed prior to my rental of the Pavilion. I may document the damage, through photographic evidence, with a time stamp prior to the rental period. If I do damage the facility in anyway, I am solely responsible for the repair and/or replacement of the damage.

\_\_\_\_\_  
Signature of Permit Holder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of any additional Permit Holder

\_\_\_\_\_  
Date



## TOWN COUNCIL COMMUNICATION

<b>Meeting Date:</b> May 9 <sup>th</sup> , 2017	<b>Item:</b> Resolution No. 32, Series 2017, A <b>Resolution Amending the Timnath Reservoir Use Policy</b>	<b>Ordinance</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Discussion</b> <input type="checkbox"/> <b>For Information</b> <input type="checkbox"/>
<b>Presented by:</b> Brian Williamson Town Planner		

**EXECUTIVE SUMMARY:**

- **Amending the Timnath Reservoir Use Policy to allow for motorized boating on the 5<sup>th</sup> Sundays of the month.**
- **Amending the Timnath Reservoir Use Policy to allow Growth Management Area residents to utilize the reservoir for a fee.**

**STAFF RECOMMENDATION:** Staff recommends that Council adopt the Timnath Reservoir Use Policy as amended and attached hereto.

**KEY POINTS/SUPPORTING INFORMATION:**

As we start the 2017 Season at the Timnath Reservoir staff has a few recommended changes to the existing reservoir policy. The first is a clarifying update to the Policy on the allowance of motorized boating on the 5<sup>th</sup> Sunday of the Month. The second change is to expand the area of allowed users to the GMA boundary.

Currently the Adopted Policy states that motorized boating will be allowed on Thursday through Saturday and on the first and third Sundays of the month. The intent of this policy was to alternate every other Sunday for motorized and non-motorized boating. What this language failed to account for was the 5<sup>th</sup> Sunday of the month. It is Staff’s recommendation to amend the policy to include the 5<sup>th</sup> Sunday for motorized boating. The main rational for this policy change is to allow more motorized use of the reservoir, as non-motorized boats are allowed every day and motorized usage is limited.

The current policy only extends to Residents of the Town of Timnath. During the Master planning process staff conducted two online surveys of residents, with the second focusing on the use policy as it pertains to GMA residents and then the general public. The results were clear that 70% of the respondents were supportive of opening up reservoir access to future Timnath residents. Only a slight reduction to 67% were supportive of opening both day and annual shore use to the GMA residents, and 58% were supportive of opening the reservoir access up to non-motorized boating. The majority, 70%, of respondents were against allowing any non-resident motorized boat traffic. Staff’s recommendation is in line with these results, to open up Access to the GMA residents. Staff recommends the following fee structure:

Timnath GMA Resident Fees for Reservoir Access		
Use	Annual Permit	Day Use Permit
Motorized Boat	N/A	N/A
Non-Motorized Boat	\$125	\$30
Shore Use	\$75	\$25
Family Non- Motorized	\$125	N/A



**ADVANTAGES:**

- Allows additional motorized boating days.
- Allows for the future residents of Timnath to use the reservoir for a fee.
- Added use at the reservoir.

**DISADVANTAGES:**

- Additional staff time to administer the permitting of more users.

**FINANCIAL IMPACT:**

- Additional revenue from the residents within the GMA to cover the cost of administering the permits and monitoring of the use.

**RECOMMENDED MOTION:**

- I move to approve Resolution No. 32, Series 2017, Amending the Timnath Reservoir Use Policy.

**ATTACHMENTS:**

1. Resolution
2. Policy

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 32, SERIES 2017**

**A RESOLUTION AMENDING THE TIMNATH RESERVOIR USE POLICY**

**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 Timnath Reservoir is leased from the New Cache La Poudre Irrigation Company and is operated by the Town of Timnath for the enjoyment and recreation of the Timnath residents; and

**WHEREAS**, the Town Council is familiar with the attached amended Policy 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 FOLLOW:**

**Section 1. Approval**

An amended Timnath Reservoir Use Policy 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 Policy.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 9, 2017.**

**TOWN OF TIMNATH, COLORADO**

\_\_\_\_\_  
Bryan Voronin, Mayor Pro Tem

**ATTEST:**

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

**EXHIBIT A**  
**POLICY**





TOWN COUNCIL ADOPTED POLICY

SUBJECT: Timnath Reservoir Use

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**ISSUE DATE**

**EFFECTIVE DATE**

March 25, 2014

Amended September 24, 2014

Amended May 26, 2015

Amended June 14, 2016

Amended August 9, 2016

Amended May 9, 2017

September 25, 2014

May 26, 2015

June 14, 2016

August 9, 2016

May 9, 2017

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**INTENT**

The Town leases Timnath Reservoir for the enjoyment of Timnath residents. The purpose of this policy is to outline the rules for Timnath Reservoir's use.

**POLICY**

- I. **For Timnath Residents** – At this time, Timnath Reservoir will be restricted to the use and enjoyment for Timnath Residents and their guests as well as those users who live within the Town's Growth Management Area (GMA) boundary and pay the respective annual or day use fee. GMA residents may not purchase a motorized boat permit.
- II. **Shore Use** – Shore use is defined as activities such as swimming from the designated beach area as it is developed, fishing from the shore or piers, picnicking and general recreation on the shore and adjacent Reservoir property. Any interpretation regarding what constitutes appropriate Shore Use shall be at the discretion of the Town Manager.
- III. **Surface Water Use** - Surface Water Use shall include motorized watercraft, non-motorized watercraft (trolling motors, as defined as 10 Hp motor less, shall be considered non-motorized watercraft for the purposes of this policy), fishing from a boat, water skiing, swimming from a boat. Surface Water Use does **not** include jet skis or inboard hydroplanes. Any interpretation regarding what constitutes appropriate Surface Water Use shall be at the discretion of the Town Manager.
- IV. **Boating Regulations**

a. Permits

i. **Annual permits** are available for any non-motorized (including trolling motored fishing boats, as defined as 10 Hp motor less) and motorized boats that require State of Colorado registration online or at Timnath Administration Building 4800 Goodman Street, Timnath, CO 80457. A Town of Timnath boating permit is required to launch any boat and must be affixed to the right side of the boat. Permits are non-transferable and non-refundable. Non-resident family members of the permit holder may use the permit holder's boat but the permit holder is accountable for the actions of the boat driver.

1. The Town will issue one hundred (100) non-motorized and fifty (50) motorized boat permits per year on a first come first serve basis.

a. Non-Motorized Single boat permits will be \$25.

b. Non-Motorized Household boat permits will be \$50 for a household with no limit on the number of non-motorized boats. Each non-motorized boat must have a permit sticker.

c. Motorized will be \$250 per year. Limit one motorized permit per household.

~~1.~~ GMA resident non-motorized single boat and family annual permit will be \$125.

2. GMA resident shore use annual permit will be \$75.

3. Sale of permits will commence in the first week of January or upon adoption of this policy.

4. Permit fees are for one year period ending December 31 of each year, regardless of when the permit is purchased. There will be no pro-rata discount for partial year permit purchases.

5. All permit holders must be Timnath residents.

ii. Day use permits are available for any non-motorized (including trolling motored fishing boats, as defined as 10 Hp motor or less) and motorized boats that require State of Colorado registration online or at Timnath Administration Building 4800 Goodman Street, Timnath, CO 80457. A Town of Timnath boating permit is required to launch any boat and must be available on the boat. Permits are non-transferable and non-refundable. Non-resident family members of the permit holder (permit holder must be a Timnath resident) may use the reservoir but the permit holder is accountable for the actions of the boat driver. Nonresident family members must be declared at the time of permit application.

1. Non-motorized single boat day permits will be \$10 per day and motorized will be \$50 per day.

~~1,2.~~ GMA resident non-motorized single boat day use permit will be \$30.

~~2,3.~~ Sale of permits will commence upon adoption of this policy.

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4. All day use permits must be applied for by Timnath residents and must be present on the boat or with the non-motorized boat(s).

~~3-5.~~ GMA resident shore use only day use permit will be \$25.

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- iii. Late Season Pass. After Labor Day, season passes will be made available at a reduced rate of \$50 for motorized boats and \$20 for non-motorized boats. Late Season Passes are valid through December 31.
- iv. Permit Requirements. The following items must be presented (depending on the type of permit) when purchasing a permit.
  - 1. Signed Timnath Reservoir Boating Permit Application (available online and attached to this policy).
  - 2. Signed Timnath Reservoir Permit Agreement and Waiver (available online and attached to this policy).
  - 3. Proof of residency in Timnath or within the GMA boundary.
  - 4. Driver's license (the number must be recorded on the permit application).
  - 5. Current boat registration must be in Resident's name, except in cases of a day use permit, but a Timnath resident must be the permit holder in all cases.
  - 6. Proof of insurance (listing the Timnath resident) for motorized boats that include liability insurance in the minimum amount of \$300,000 per accident and \$100,000 per individual, including bodily damage. Binders, application, or receipts are not acceptable. A copy of the insurance certificate will be kept on file.

b. General Regulations

- i. No alcohol may be consumed on premises or on boats.
- ii. Visitors must not enter any private or restricted areas.
- iii. Motorized boat operations are limited to Thursday through Saturday and the first, ~~and~~ third, and fifth Sunday of the Month from 7:00 a.m. to 7:30 p.m. or sunset, whichever is earliest. No boating, however, is allowed before dawn or after sunset. **Motorized boating is allowed on Mondays that are designated national holidays.**
- iv. Shore access is allowed 6:00 a.m. to sunset.
- v. No littering.
- vi. Dogs on leashes are permitted. Owners must cleanup dog waste.
- vii. No all terrain vehicles are permitted.
- viii. Playing on or entering irrigation ditches or mechanical buildings is prohibited.
- ix. No motor vehicles are permitted outside of the designated parking area.
- x. No camping or overnight parking is allowed, but recreational vehicles as defined in Town Code are allowed for day use only.
- xi. No fires unless otherwise permitted by the Town.
- ~~xii.~~ Bow fishing is prohibited.

~~xii-xiii.~~ The Town reserves the right to alter these rules if there are problems, repeat violations or other issues. The Town reserves the right to ban individuals or groups or revoke privileges for the Reservoir Property for inappropriate behavior, unsafe boating, or prohibited activities.

~~xiii-xiv.~~ The Town reserves the right to alter hours of operation or other regulations for special events or other reasons.

c. General Boating Regulations

- i. All crafts requiring a permit must have:
  1. Coast Guard approved lifejackets for every person onboard.
  2. A paddling device and at least one buoyant cushion or life ring.
  3. An efficient whistle or other mechanical sound producing device.
  4. At least one two pound (or higher) "B-1" extinguisher.
- ii. Boats may not exceed one motor or 24 feet in length. The speed limit for motorized boats is 40 mph.
- iii. All motorized boats must remain outside designated markers/buoys and 200 feet from shoreline with homes unless docking.
- iv. No motorized boat shall launch from any point other than the boat dock.
- v. Trailer parking is limited to the parking lot only.
- vi. While a boat is moving, passengers must be seated and off gunwales and bows.
- vii. No person under sixteen years of age shall operate a motorboat in this state unless they hold and have in their possession a boating safety certificate approved by the Colorado Division of Parks and Outdoor Recreation. An inspection of your boat by any Colorado Division of Parks and Recreation staff member or police officer or sheriff deputy may be conducted at any time during the boating season.
- viii. Low water levels should be checked before launching vessels.
- ix. Due to water level fluctuations, please watch for debris. The Town is not responsible for damages associated with low water use.
- x. When lightening is at a thirty (30) second count distance away, the reservoir will be closed. It is strongly recommended that you find shelter in your car. Thirty minutes after the last audible thunder the reservoir will reopen.
- xi. All boat travel will be in a counterclockwise rotation.
- xii. The reservoir is used for recreation purposes and agricultural irrigation supply. As in any natural body of water, microorganisms are present which may cause illness if ingested.
- xiii. No private docks are allowed on the reservoir. No overnight storage on the reservoir property is allowed without the explicit consent of the Town Council.
- xiv. There is a limit of ten (10) motorized boats on the reservoir at any one time.
- xv. No motorized boats shall operate without mufflers or with through hull exhaust.

- xvi. No loud speakers shall be used on the boat to communicate with water sport participants.

d. Water Sports on Motorized Boats

- i. All water sports will abide by appropriate State of Colorado boating statutes and regulations.
- ii. Boats towing water sport participants have right of way over other boats.
- iii. Boats towing water sport participants must have a driver and an observer in the boat at all times. The observer must be at least 12 years of age and capable of handing the tow rope, flag and relaying water sport participant's signals to the driver.
- iv. The observer must clearly display an orange or red flag at least 12 inches square when a skier/wake boarder is down. If a water sport participant falls, they should immediate give the "okay" hand signal.
- v. Water sports participants will respect non-motorized boats and will stay a safe distance from other boaters.
- vi. Boats will travel at "wakeless" speeds in and out of loading areas.
- vii. Participants must wear a lifejacket or a barefoot suit with a built-in floatation device.
- viii. Tow ropes will be no longer than 100 feet.

- DAY USE PERMIT
- ANNUAL USE PERMIT

Permit Number

**Timnath Reservoir Boating Permit**

Today's Date: \_\_\_\_\_  
 Name of Boat Owner: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Type of boat: Motorized: \_\_\_\_\_  
 Non-Motorized (Single/Household (List # of boats): \_\_\_\_\_  
 Driver's License #/State: \_\_\_\_\_

**Household Non-Motorized Boats Only:** All boats must have a permit sticker.

**Motorboats Only:** Please list any person(s) residing at the address listed above, that may legally operate the boat. At least one person listed on this permit must be, present with the boat when on Timnath Reservoir.

\_\_\_\_\_  
 \_\_\_\_\_

**FOR MOTORIZED/NON-MOTORIZED with ENGINE and SAILBOATS:**

Copy of insurance: \_\_\_\_\_ Colorado'-License (CL) #: \_\_\_\_\_  
 Horsepower: \_\_\_\_\_ On File (staff initial): \_\_\_\_\_

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**FEEES FOR EARLY SEASON PERMITS:**

January 1-August 31  
 Household non-Motorized (annual): \$50  
 Single non-Motorized (annual): \$25  
 Motorized Boats (annual): \$250

**FEEES FOR LATE SEASON PERMITS:**

September 1-December 31  
 Non-Motorized (annual): \$20  
 Motorized Boats (annual): \$50

**FEEES FOR DAY USE PERMITS:**

Single non-Motorized (day use): \$10  
 Motorized Boats (day use): \$50

**FEEES FOR GMA RESIDENTS:**

January 1-August 31  
Single non-motorized (annual): \$125  
Household non-motorized (annual): \$125  
Shore use (annual): \$75  
Single non-motorized (day use): \$30  
Shore use (day use): \$25

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**FOR TOWN OF TIMNATH ADMINISTRATION USE ONLY**

Payment Type: \_\_\_\_\_ Driver's License/ID# : \_\_\_\_\_  
 Amount Received: \_\_\_\_\_ Payment Received By: \_\_\_\_\_

**Motorized Requirements (Complete Checklist):**

- \_\_\_\_\_ Timnath Reservoir Boating Permit Application
- \_\_\_\_\_ Timnath Reservoir Permit Agreement and Waiver
- \_\_\_\_\_ Proof of Residency in Timnath
- \_\_\_\_\_ Driver's License (the number must be recorded on the permit application)
- \_\_\_\_\_ Current Boat Registration (motorized and sailboats only)
- \_\_\_\_\_ Proof of Insurance (motorized only)

**Timnath Reservoir Permit Agreement and Waiver**

I/we hereby agree to obey the rules and regulations of the Town of Timnath and the State of Colorado applicable to boating and the use of Timnath Reservoir. A copy of these rules and regulations is made part hereof, of reference thereto with the same force and effect set forth herein, in every particular.

I/we agree to indemnify, defend, hold harmless the Town of Timnath, its officers, agents and employees from all claims and demands of every kind of nature for injury or damage, either to myself, my guests, or made by a third party, arising from injury to the undersigned, or damage to my property or the property of others, arising out of or in connection with the use and operation of my boat or boats on Timnath Reservoir.

The undersigned verifies that, as of the date of this application, they have, in full force and effect, through an insurance company licensed to do business in the State of Colorado, third party liability and property damage insurance upon the boat for which application is being made, in coverage amount of no less than \$100,000 individually and \$300,000 per accident. The undersigned agrees to supply verification of said insurance to the Town.

In applying for this boating permit, I understand that:

- I have received and read a copy of the Boat Rules & Regulations.
- The permit allows me to operate my boat on the Lake until December 31, of the current year
- The Town of Timnath is not responsible for the safekeeping of my boat or other property at the Lake, or for damage to the boat or property by reason of debris, fire, flood, storm, wind, water, theft, vandalism, or otherwise.
- It is my responsibility, and not the Town of Timnath's, to take changes in water level into account when operating my boat on the Reservoir, launching or retrieving it from the Reservoir.
- The Town will not refund permit fees under any circumstance.
- The Town or a Timnath Police Officer may limit or revoke a permit for violation of any rule of conduct, policy, or county/town ordinance. If a permit is revoked at any time due to a violation, that boat, its owner and family members will not be allowed to purchase another permit until the subsequent boating season.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



To: Town Council and Community

From: April D. Getchius, AICP  
Town Manager

Date: May 5, 2017

Subject: Town Manager's Report

**Northern Integrated Supply Project (NISP).** Northern Water was formed in 1937 as a public agency to manage the Colorado-Big Thompson Project. For years, the agency has been working on NISP with regional partners to provide water to the northern front range. Partners include front range communities and the Town's water service provider Fort Collins-Loveland Water District. Town staff met with Northern Water staff regarding the project in April. The project will serve communities from Timnath to south of Dacono. The conversation with Northern Water staff focused on the proposed conveyance system which includes a major pipeline and a route that is similar to the City of Thornton's pipeline route. Northern Water staff indicated that they have an IGA with Longmont that allows for use of the pipeline easements for trails and some recreational facilities. Staff will be continuing discussion with Northern Water on an IGA. They anticipate commencing construction in 2020. Additional information will be forthcoming.

**Cancellation of May 23 Town Council Meeting and Special Meeting on May 18.** Mayor Grossman-Belisle, Don Taranto and I will be attending the retailer convention in Las Vegas this week so the May 23 Council meeting is cancelled. **There will be a special meeting on May 18 beginning with a work session at 4 pm followed by a regular Council business meeting.**

**IT Conversion.** We have successfully converted to Connecting Point as our IT provider and to the Microsoft Cloud platform. It is working very well and the transition was nearly seamless. In order to better support the platform, we are also moving to a microwave based access to the internet that will significantly improve our speed and functionality.

**Event Sponsorships.** Mantooth Marketing has been actively seeking sponsorships and area businesses have been wonderfully generous. Markely Motors, Pedersen Toyota, Pediatric Urgent Care of Northern Colorado and more have all stepped up to support. In addition, Costco has pledged \$10,000 of sponsorship over the next 18 months.

#### **Employee Anniversary.**

- Police Chief Sherri Wagner will be with Timnath nine years on May 19th. Thank you, Sherri for your leadership in serving Timnath and growing the Police Department!



## **Upcoming Events:**

- Dates for Town Events for 2017:
  - Summer BBQ and Movie Night – June 2
  - Timnath Community Part Concert Series - June 15<sup>th</sup>, July 20<sup>th</sup>, August 17<sup>th</sup>
  - 4<sup>th</sup> of July Celebration
  - Taste in Timnath Fall Festival and 5K - October 7<sup>th</sup>
  - Holiday Lighting Festival - December 1<sup>st</sup>



## TIMNATH COUNCIL COMMUNICATION

<b>Meeting Date:</b> May 9, 2017	<b>Item: A Resolution establishing a Policy for Healthy Living and Obesity Prevention</b>	<b>Ordinance</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Discussion</b> <input type="checkbox"/> <b>For Information</b> <input type="checkbox"/>
<b>Presented by:</b> Megan Garn, Town Intern		
<p><b>EXECUTIVE SUMMARY:</b> Staff has prepared the attached policy document that outlines future Town goals that are in alignment with the LiveWell HEAL Cities and Towns Campaign, which will promote the well-being of the Town of Timnath residents and its municipal employees. The campaign aims to reduce and prevent obesity by engaging municipal leaders to champion healthy eating and active living through the adoption of policies and the promotion of opportunities for residents and municipal employees. These goals will influence future Timnath policies to ensure that the Town is promoting healthy living and obesity prevention.</p>		
<p><b>STAFF RECOMMENDATION:</b> Staff recommends approval of this resolution.</p>		
<p><b>KEY POINTS/SUPPORTING INFORMATION:</b>          Outlines the Town of Timnath’s goals for making an effort to create environmental changes that support Timnath resident’s and Town of Timnath staff’s individual efforts to make healthier choices in the following areas:</p> <ul style="list-style-type: none"> <li>○ Active Community</li> <li>○ Healthy Food Access</li> <li>○ Workplace Wellness</li> </ul>		
<p><b>ADVANTAGES:</b> Joining the LiveWell Campaign is a way to designate and promote the Town of Timnath as a leader in promoting healthy eating and active living among Colorado municipalities.</p> <ul style="list-style-type: none"> <li>○ All Colorado municipalities that adopt policies promoting healthy eating and active living are eligible to be a HEAL Town and, upon review and approval, become eligible for public relations and marketing resources, including use of the HEAL Towns logo.</li> <li>○ In preventing and reducing obesity in residents and Town staff, productivity will increase and healthcare costs will decrease.</li> <li>○ The LiveWell Campaign provides coaching and technical assistance to support this process.</li> </ul>		
<p><b>DISADVANTAGES:</b> None</p>		
<p><b>FINANCIAL IMPACT:</b> None at this time</p>		
<p><b>RECOMMENDED MOTION:</b> I move approval of Resolution No. 33, Series 2017 <b>entitled “A Resolution of the Town Council of the Town of Timnath, Establishing a Policy for Healthy Living and Obesity Prevention”</b></p>		
<p><b>ATTACHMENTS:</b> 1. Resolution          2. Healthy Living and Obesity Prevention Policy</p>		

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 33, SERIES 2017**

**APPROVING A HEALTHY LIVING AND OBESITY PREVENTION POLICY**

**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 a policy that provides an outline of the necessary management activities in order to allow for an Obesity Prevention program; and

**WHEREAS**, obesity has been identified by the Colorado Department of Public Health and Environment as one of the ten winnable battles in Colorado; and

**WHEREAS**, the Colorado Municipal League’s Vision Statement acknowledges the importance of sustaining strong, healthy and vibrant cities and town; and

**WHEREAS**, in November 2012 the Colorado Municipal League Board of Directors entered into a memorandum of understanding with LiveWell Colorado to work collaboratively on the HEAL Cities and Towns Campaign; and

**WHEREAS**, LiveWell Colorado is a nonprofit organization committed to preventing and reducing obesity in the state by promoting healthy eating and active living in the places we live, work and play; and

**WHEREAS**, 57 percent of Colorado adults and 27 percent of Colorado children are overweight or obese; and

**WHEREAS**, the adult obesity rate has doubled in Colorado since 1995 and, if trends continue, only 33 percent of adults will be a healthy weight by 2020; and

**WHEREAS**, more children are being diagnosed with diseases linked to being overweight and obesity previously seen only in adults, such as Type 2 diabetes and heart disease. The current generation of children are expected to have shorter lives than their parents due to the consequences of obesity; and

**WHEREAS**, the annual cost to Colorado – in medical bills, workers compensation and lost productivity – for being overweight, obesity, and physical inactivity exceeds \$1.6 billion; and

**WHEREAS**, cities and towns have the ability to impact opportunities for healthy eating and active living; and

**WHEREAS**, the Town Council is familiar with the Policy 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 FOLLOW:**

**Section 1. Approval**

The Town Council hereby recognizes that obesity is a serious public health threat to the health and well-being of adults, children, families in the Town of Timnath and employees of the Town of Timnath. While individual lifestyle changes are necessary, individual efforts alone are insufficient to combat obesity's rising rates. Significant societal and environmental changes are needed to support individual efforts to make healthier choices. To that end, the Town of Timnath adopts this Healthy Living and Obesity Prevention Policy.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 9, 2017.**

**TOWN OF TIMNATH, COLORADO**

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Bryan Voronin, Mayor Pro Tem

**ATTEST:**

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Milissa Peters, CMC  
Town Clerk

## **EXHIBIT A**

Healthy Living and Obesity Prevention Policy



## TOWN COUNCIL ADOPTED POLICY

**SUBJECT: Healthy Living and Obesity Prevention Policy**

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**ISSUE DATE**

**May 9, 2017**

**EFFECTIVE DATE**

**May 9, 2017**

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**INTENT**

The Town of Timnath fosters the well-being of the Town of Timnath residents and its municipal employees by setting an intention of promoting healthy living and obesity prevention. This is achieved through the creation of policies that encourage residents to live more active lives and have access to healthy food options and the creation of policies that encourage work-life balance and healthy living for Town staff. A Healthy Living and Obesity Prevention policy is hereby created within the Town, whereby staff will focus on contributing to the Town's efforts of creating a community that fosters healthy living for Town residents and Town staff.

**POLICY**

I. For Residents – The Town Manager, the Town of Timnath planners, engineers, public works and finance staff will be responsible for the design and construction of parks, neighborhoods, streets, and business areas, and should make every effort to create environmental changes that support individual efforts to make healthier choices in the following areas:

**A. Active Community**

1. Prioritize capital improvement projects to increase the opportunities for physical activity.
2. Continue to plan and construct a built environment that encourages walking, biking and other forms of physical activity.
3. Continue to address walking and biking connectivity between residential neighborhoods and schools, parks, recreational resources, and retail developments.
4. Continue to update and revise the Timnath Transportation Plan and zoning ordinances to increase opportunities for physical activity wherever and whenever possible, including complete streets policies, compact, mixed-use and transit-oriented development.
5. Include health goals and policies related to physical activity in the comprehensive plan, and update and create specific area plans.

**B. Healthy Food Access**

1. Revise and update relevant zoning codes and other regulations to increase opportunities for access to healthy foods wherever and whenever possible, including prioritizing healthy food retail in compact, mixed-use developments and transit oriented developments, allowing diverse revenue-generation on local farms, and allowing small farmer’s markets, produce stands, and mobile vending.
2. Map the existing food environment, beginning with Harmony Corridor, and draft an ordinance that will place limits on fast food and convenience stores that do not offer healthy options around schools and in the neighborhoods with over-concentrations of unhealthy food outlets.

II. **For the Town of Timnath Staff** – The Town Manger, the Town of Timnath planners, engineers, public works and finance staff should make every effort to create environmental changes that support the efforts of Town of Timnath staff to make healthier choices.

**A. Workplace Wellness**

1. Enable employees and their dependents to feel their best, eat well, move more and embrace work-life balance.
2. Minimize the impact of rising health costs on our organization and plan members.
3. Maximize productivity by providing a healthy and safe work environment and supporting healthy behaviors.
4. Establish physical activity breaks for staff meetings over one hour in length.
5. Set nutrition standards for vending machines located in Town owned or leased locations.
6. Set nutrition standards for food offered at town events, town sponsored meetings, and food served at town facilities, town concessions, and town programs.
7. Accommodate breastfeeding employees upon their return to work.
8. Provide accommodations that promote physical activity and well-being for employees, such as: showers, bike lockers, lockers, and/or fitness equipment.
9. Establish a Wellness Program through the creation of a Wellness Committee(s) or Survey
10. Assess the workplace environment and set focuses for wellness programs.

III. **Implementation** – The head of each affected agency or department should report back to the Council annually regarding steps taken to implement the Resolution, additional steps planned, and any desired actions that would need to be taken by the Council.



## TIMNATH COUNCIL COMMUNICATION

<b>Meeting Date:</b> May 9, 2017	<b>Item:</b> A Resolution Approving the Construction Phase of the Old Town Improvements – Phase 2 South	<b>Ordinance</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Discussion</b> <input type="checkbox"/> <b>For Information</b> <input type="checkbox"/>
<b>Presented by:</b> Don Taranto, P.E. Public Works Director		
<b>EXECUTIVE SUMMARY:</b> The Old Town Improvements – Phase 2 South is ready to move to construction as scheduled in the 2017 CIP. This work includes the installation of sanitary sewer, connections to homes, and street improvements. This resolution approves the construction phase and final negotiation of related contracts.		
<b>STAFF RECOMMENDATION:</b> Approval		
<b>KEY POINTS/SUPPORTING INFORMATION:</b> <b>Old Town Phase 2 - South</b> <ul style="list-style-type: none"> <li>- 2017 CIP Project, with a CIP budget for the construction phase of \$2,700,000.</li> <li>- <b>Construction:</b> We are negotiating with Coyote Ridge Construction (contractor on the north phase in 2016) to continue with construction on the south phase. Current contract estimate is \$2,178,455.           <ul style="list-style-type: none"> <li>o By negotiating an extension to the current contract, we have been able to work with them as the design is finalized to optimize the design and reduce costs.</li> <li>o They have been well received by the residents and are familiar with the construction requirements of a unique project. It would be a benefit to the Town to have them continue and finish out the sewer connections.</li> </ul> </li> <li>- Other construction related costs will be for Geotechnical services (Earth Engineering Consultants) and construction observation/administration (TST).</li> <li>- There will be 34 service connections with the phase (\$187,000 in tap fees to SFCSD)</li> </ul> <p>Authorizing the construction phase, with final contracts to be negotiated and approved by the Town Manager, will allow the Town to get a contractor under contract and construction to start as soon as possible. We are currently waiting for District approval, but are targeting an early June start date.</p>		
<b>ADVANTAGES:</b> Completes a capital improvement project.		
<b>DISADVANTAGES:</b> None		
<b>FINANCIAL IMPACT:</b> Expense is a budgeted item.		
<b>RECOMMENDED MOTION:</b> I move to approve Resolution No. 34, Series 2017 approving the required agreements and expenditure of funds up to \$2,700,000 from CIP Funds for the Old Town Improvements Phase 2 – South project.		
<b>ATTACHMENTS:</b> <ol style="list-style-type: none"> <li>1. Town Council Purchase Authorization</li> <li>2. Resolution</li> </ol>		





Town of Timnath  
 4800 Goodman Street  
 Timnath, CO 80547  
 (970) 224-3211

### Town Council Purchase Authorization

Date: May 2, 2017					
Vendor: Various					
Department: Engineering					
Project: Old Town Improvments Phase 2 - South					
Description: For the completion of of Phase 2 of the Old Town improvements and sewer connections south of the railroad tracks. This includes work on Dixon, 2nd, 3rd, and Sugar Trail. Work on Main Street (curb, gutter, walk) will be coordinated with Timnath Landings.					
Is this purchase more than \$25,000 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Is this the purchase of Real Estate or Land <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Is this the purchase of Public Art <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Is this a budget request for a purchase that will exceed the approved budget <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Advantages: Completes an important improvement project					
Disadvantages: None					
Description	Approved Budget	Current Balance	Additional Budget Requested	Requested	Budget Remaining
Construction related contracts	\$2,700,000	\$2,700,000	\$0	\$2,700,000	\$0
Financial Impact: Expenses are for 2017 CIP.					
Recommendation/Justification: Recommend approval.					

  
 Requesting Department Signature

5/2/17  
 Date

  
 Town Manager Signature

5/3/17  
 Date

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 34, SERIES 2017**

**A RESOLUTION APPROVING THE CONSTRUCTION PHASE  
OF THE OLD TOWN IMPROVMENTS PHASE 2 – SOUTH PROJECT**

**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 Town has included this project in its 2017 Capital Improvement Projects; and

**WHEREAS**, the Town Council is familiar with the Project and finds it to be in the best interest of the Town, its residents, and the general public to proceed with construction;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:**

**Section 1. Approval**

The required agreements and expenditure of funds up to \$2,700,000 from Funds is hereby approved for the construction of the Summerfields Crossing project. The required agreements may be finalized 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 MAY 9, 2017.**

**TOWN OF TIMNATH, COLORADO**

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Bryan Voronin, Mayor Pro Tem

**ATTEST:**

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Milissa Peters, CMC  
Town Clerk



## TIMNATH COUNCIL COMMUNICATION

<b>Meeting Date:</b> May 9, 2017	<b>Item:</b> Resolution Approving Professional Services Agreement with Connell Resources for the 2017 Road Overlay Program	<b>Ordinance</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Discussion</b> <input type="checkbox"/> <b>For Information</b> <input type="checkbox"/>
<b>Presented by:</b> Don Taranto, P.E. Public Works Director		
<b>EXECUTIVE SUMMARY:</b> Provide a 2” asphalt overlay of Buss Grove Rd from Latham Pkwy west approximately 6,600’ (to west side of reservoir park property) as well as the full reconstruction of the Latham Pkwy/Buss Grove Rd intersection. Connell Resources is on the town’s Select Bidders List, was low bidder for a similar project last year (2016), and submitted similar prices for this years project. The bid price (contract value) is \$209,580.00		
<b>STAFF RECOMMENDATION:</b> Approval		
<b>KEY POINTS/SUPPORTING INFORMATION:</b> <ul style="list-style-type: none"> <li>- Overlaying this chip sealed roadway with 2” of asphalt will save the Town from patching it each year (\$20,000 to \$30,000), re-chip sealing every 3 to 5 years (\$100,000 to \$125,000), and provide a safer and more reliable roadway surface.</li> <li>-</li> </ul>		
<b>ADVANTAGES:</b> Annual maintenance costs for this 1 mile of roadway will drastically reduce and the drivability will drastically improve. This effort should pay for itself in 3 years of eliminated repairs.		
<b>DISADVANTAGES:</b> None		
<b>FINANCIAL IMPACT:</b> Expense is a budgeted item.		
<b>RECOMMENDED MOTION:</b> I move to approve Resolution No. 35, Series 2017 approving the Standard Services Agreement with Connell Resources for the 2017 Road Overlay Program		
<b>ATTACHMENTS:</b> 1. Resolution, 2. Town Council Purchase Authorization, 3. Agreement		



Town of Timnath  
 4800 Goodman Street  
 Timnath, CO 80547  
 (970) 224-3211

### Town Council Purchase Authorization

Date: May 9, 2017					
Vendor: Connell Resources					
Department: Public Works					
Project: 2017 Road Overlay Program					
Description: 2" asphalt overlay of Buss Grove Rd from Latham Pkwy west approximately 6,600' (to west side of reservoir park property) as well as the full reconstruction of the Latham Pkwy/Buss Grove Rd intersection					
Is this purchase more than \$25,000 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Is this the purchase of Real Estate or Land <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Is this the purchase of Public Art <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Is this a budget request for a purchase that will exceed the approved budget <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Advantages: Annual maintenance costs will reduce while providing a safer and more drivable roadway					
Disadvantages: None					
Description	Approved Budget	Current Balance	Additional Budget Requested	Requested	Budget Remaining
Road Maintenance	\$350,000.00	\$350,000.00	\$0	\$209,580.00	\$140,420.00
Financial Impact: Expenditure is within the annual budget for Road Maintenance					
Recommendation/Justification: Recommend approval					

 \_\_\_\_\_ 4/25/17  
 Requesting Department Signature Date

 \_\_\_\_\_ 5/3/17  
 Town Manager Signature Date

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 35, SERIES 2017**

**A RESOLUTION APPROVING STANDARD SERVICES  
AGREEMENT WITH CONNELL RESOURCES**

**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 Professional Services Agreement between the Town of Timnath and Connell Resources (the “Agreement”); and

**WHEREAS**, the Town Council is familiar with the Agreement 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 Agreement 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 MAY 9, 2017.**

**TOWN OF TIMNATH, COLORADO**

---

Bryan Voronin, Mayor Pro Tem

**ATTEST:**

---

Milissa Peters, CMC  
Town Clerk

**EXHIBIT A**  
AGREEMENT

**STANDARD SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF TIMNATH  
AND CONNELL RESOURCES**

**For the 2017 Road Overlay Program**

This Standard Services Agreement, hereinafter "Agreement", is made by and between the Town of Timnath, hereinafter the "Town", and the undersigned contractor, hereinafter the "Contractor", and both collectively referred to from time to time herein as the "Parties".

**WHEREAS**, the Town desires to retain Contractor for the services as described herein; and

**WHEREAS**, the Contractor desires to be retained by the Town for the services as described herein.

**NOW, THEREFORE**, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

**1. BASIC TERMS:**

**A. Name, Address, and Phone Number of the Parties.**

a. *Town:* Town of Timnath  
4800 Goodman Street  
Timnath, Colorado 80547  
Phone: 970-224-3211

b. *Contractor:* Connell Resources  
7785 Highland Meadows Parkway #100  
Fort Collins, CO 80528  
Phone: 970-223-3151

**B. Scope of Services.** The scope of services shall be: Providing a 2" asphalt overlay of Buss Grove Rd from Latham Pkwy west approximately 6,600' (to west side of reservoir park property) as well as the full reconstruction of the Latham Pkwy/Buss Grove Rd intersection as is further detailed in **ATTACHMENT A** to this Agreement.

**C. Compensation.** The services set forth in this Agreement shall be completed for an amount not to exceed **\$209,580.00**. Not later than the **tenth (10th) of each month**, Contractor shall submit an invoice to the Town for the prior month's services.

**D. Term.** The term commences on the Commencement Date and terminates on the Termination Date as hereinafter defined.

**E. Commencement Date.** The "Commencement Date" is **June 15, 2017** and is when the

services described in this Agreement are to commence.

**F. Termination Date.** The "Termination Date" of this Agreement is **July 1, 2017**.

**G. Approval by the Town Council.** This Agreement   **X**   is        is not (check one) contingent upon and subject to approval by the Town Council. If this Agreement is contingent upon and is subject to approval by the Town Council and such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

**H. Termination.** Either Party may terminate this Agreement upon **thirty (30) days** written notice to the other.

**I. Warrantee.** Contractor shall warrant all material and workmanship to be free from defect for a period of one (1) full year from the date of Final Payment.

**2. CONTRACTOR NOT EMPLOYEE.** Contractor is an independent contractor and not an employee, partner or agent of the Town.

**As an Independent Contractor you are not entitled to workers' compensation benefits and that as an Independent Contractor you are obligated to pay federal and state income tax on any moneys earned pursuant to our contract relationship.**

The Contractor shall, at all times, be an independent contractor. The Contractor shall have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Independent Contractor or Independent Contractor's employees be considered employees or agents of the Town.

**3. INDEMNIFICATION.** Contractor shall defend, release, indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) any and all damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of the Town) and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town's officers, agents and employees.

This indemnity shall also extend to the Town's defense costs, in the event that the Town, in its sole discretion elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.



Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et. seq.).

**4. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE.** Town has selected Contractor because of Contractor's special training, education and expertise to provide the services identified herein. Contractor shall maintain general liability insurance, at its expense, in an amount of at least **\$1,000,000.00** and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

Any such insurance shall name the Town of Timnath as an additional insured. The Contractor shall deliver to the Town at the time of entering into this contract copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the Town. No policy shall be cancelable or subject to reduction of coverage except after twenty (20) days prior written notice to the Town. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the Town may carry.

The work performed by Contractor under this Agreement shall be consistent with the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Contractor shall maintain such licenses as may be necessary to provide the services set forth in this Agreement.

**5. DOCUMENTS.** All documents prepared or furnished by Contractor (and independent professional associates and sub-contractors`) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Contractor's financial records for the purposes of audit. Such records shall be complete and available for audit for **ninety (90) days** after final payment under this Agreement and shall be retained and available for audit purposes for at least **five (5) years** after final payment hereunder.

**6. TABOR.** Colorado Constitution, Article X, Section 20. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

a. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding **December 31**.

c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, the Agreement shall automatically terminate.

**7. CONFIDENTIALITY.** The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C. R. S. § 24-72-101, et. seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

**8. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES.** "E-verify program" as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. "Department" as used herein means the department of labor and employment. "Department program" as used herein means the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).

(1) The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program, pursuant C.R.S. § 8-17.5.101 or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(2)(a) The Contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or

(II) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(b) In addition:

(I) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the Town within **three (3) days** that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within **three (3) days** of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such **three (3) days** the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(IV) The Contractor shall comply with any reasonable request by the Department of Labor and Employment (Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5.102(5).

(3) If the Contractor breaches this **Section 8**, the Town may terminate this Agreement for breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

(4) The Contractor shall, within **twenty (20) days** after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to the Town.

(5) If the Contractor has not accepted into the department program prior to entering into this Agreement, the Contractor shall apply to participate in the Program every **three (3) months** until the Contractor is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the department program is discontinued.

## 9. MISCELLANEOUS.

**A. Severability/Governing Law.** This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this

Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

**B. Entire Agreement.** It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

**C. Waiver and Modification.** The waiver by Town of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of services hereunder by Town shall not be deemed to be a waiver of any preceding breach by Contractor of any term, covenant or condition of this Agreement. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Town Council, it is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Town Council.

**D. Headings.** The headings and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

**E. Time.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

**F. Corporate Authority.** If Contractor is a corporation, an LLC, an LLP, a limited partnership, a general partnership, an LLLP, or other non-natural entity, each individual executing this Agreement on behalf of said entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of directors, partners, or members of said entity or in accordance with the governing documents of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

**G. Notices.** Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given:

a. On the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified in **Section 1**, above;

b. On the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified in **Section 1**, above; or

c. Within **twenty-four (24) hours** after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in **Section 1**, above.

Either party may change such address by **fifteen (15) days** written notice to the other provided, however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

**H. NON-ASSIGNMENT.** This Agreement is an agreement for services by which Contractor was selected for Contractor's special expertise. This Agreement may not be assigned by either Party.

**I. LAWFUL PRESENCE AFFIDAVIT.** If a natural person, the undersigned shall complete the attached Lawful Presence Affidavit, **ATTACHMENT B**.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF TIMNATH**

By: \_\_\_\_\_  
Jill Grossman-Belisle

Title: Town Mayor

**ATTEST:**

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

**CONTRACTOR:**

Connell Resources

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing **Standard Services Agreement** was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Jill Grossman-Belisle as the **Mayor** of the **Town of Timnath**.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

\_\_\_\_\_  
Address

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing **Standard Services Agreement** was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ as the \_\_\_\_\_ of **Contractor**.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

\_\_\_\_\_  
Address

**ATTACHMENT A**  
(Scope of Services)

**ATTACHMENT B**  
**LAWFUL PRESENCE AFFIDAVIT**

**If you are the sole proprietor (not Inc. or LLC) of your business**, you must now comply with the requirements of House Bill 06S-1023. If you have not done so in a previous year, you must:

**Complete the Lawful Presence Affidavit** below.

**Sign the Affidavit** before a Notary Public (A notary is available at Town Hall)

**Return the Affidavit** with your signed contract, application or renewal.

**Enclose a copy of the identification** presented to the Notary (e.g. driver's license)

*(This form should only be filled out by applicants who are applying as a sole proprietor)*

I, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

I am a United States citizen; or

I am a legal Permanent Resident of the United States; or

I am otherwise lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a license or permit or am contracting with the Town, which falls under the definition of a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF COLORADO )

)ss

COUNTY OF \_\_\_\_\_)

SUBSCRIBED and sworn to before me, the undersigned Notary Public, this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, who

presented \_\_\_\_\_ as identification.

(Document Provided and Document Number)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Per HB 06S-1023, you must provide a copy of one of the following IDs with this Affidavit.**

Colorado Driver's License

Military IDs

Native American tribal document

Colorado ID card

Coast Guard mariner document



**Connell Resources, Inc.**  
**7785 Highland Meadows Pkwy, #100**  
**Fort Collins, CO 80528**  
**Phone: (970) 223-3151**  
**Fax: (970) 223-3191**



Estimator: Shane Westlind

## BUDGET WITH TERMS

Date: 4/21/2017

<b>Submitted To:</b> Town Of Timnath	<b>Bid Title</b> 170421 TOWN OF TIMNATH - CR 40 OVERLAY REV#1
<b>Address:</b> 4800 Goodman Street Timnath, CO 80547	<b>Bid Number:</b> 1
<b>Contact:</b> Steve Humann	<b>Project Location:</b> CR 40 & Latham Parkway
<b>Phone:</b> 970-224-3211 <b>Fax:</b> 970-224-3217	<b>Project City, State:</b> Timnath, CO
	<b>Engineer/Architect:</b> TST, Inc.

**We have prepared for your information the following items for budget evaluation purposes for the referenced project. This budget includes conceptual quantities, resource costs, scope-of-work and schedules and therefore may not completely represent all items of work or cost ultimately necessary for completion of the project. This budget was prepared using reasonable skill and judgment, but is not an offer to perform the Work described.**

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Administration &amp; Miscellaneous</b>					
00-100	Mobilization	1.00	EACH	\$8,361.00	\$8,361.00
00-200	Bonds	1.00	LS	\$1,880.00	\$1,880.00
<b>Total Price for above Administration &amp; Miscellaneous Items:</b>					<b>\$10,241.00</b>
<b>CR 40 2" Overlay</b>					
22-100	2" Taper Milling At Harmony Club Entrance	55.00	SY	\$14.50	\$797.50
29-120	Clean Existing Chip Seal Surface	19,600.00	SY	\$0.11	\$2,156.00
47-106	2" Compacted Asphalt Overlay Grading S (75) (64-22)	19,600.00	SY	\$7.90	\$154,840.00
47-300	Striping (DbL. Yellow Center Line)	6,600.00	LF	\$0.40	\$2,640.00
47-301	Striping (White Shoulder Line)	13,200.00	LF	\$0.29	\$3,828.00
64-200	Traffic Control (Assumes Full Closure Of CR 40)	1.00	LS	\$3,500.00	\$3,500.00
<b>Total Price for above CR 40 2" Overlay Items:</b>					<b>\$167,761.50</b>
<b>CR 40 Patching</b>					
22-125	Remove Existing Chip Seal / Pothole Areas For Asphalt Patching (Allowance)	100.00	SY	\$16.00	\$1,600.00
47-122	Asphalt Patching Pothole Locations - 3" Depth (Allowance)	17.00	TON	\$195.00	\$3,315.00
<b>Total Price for above CR 40 Patching Items:</b>					<b>\$4,915.00</b>
<b>Latham &amp; CR 40 Intersection Reconstruction</b>					
22-125	Remove Existing Asphalt	225.00	SY	\$9.50	\$2,137.50
22-300	Sawcut Asphalt 6"	225.00	LF	\$1.50	\$337.50
23-300	Subgrade Preparation	225.00	SY	\$14.00	\$3,150.00
47-108	5" Asphalt / 8" Class 5 Recycled Concrete Base Course	225.00	SY	\$45.00	\$10,125.00
64-200	Traffic Control (Assumes Full Closure Of Intersection)	1.00	LS	\$4,900.00	\$4,900.00
<b>Total Price for above Latham &amp; CR 40 Intersection Reconstruction Items:</b>					<b>\$20,650.00</b>
<b>Park Drive Way Entrances</b>					
47-108	4" Asphalt For New Timnath Reservoir Park Entrance Driveway (Includes 2 EA - 8" C900 Culverts)	185.00	SY	\$32.50	\$6,012.50
<b>Total Price for above Park Drive Way Entrances Items:</b>					<b>\$6,012.50</b>
<b>Total Bid Price:</b>					<b>\$209,580.00</b>

- Notes:**
- Budget pricing is based the request of the Town Of Timnath to complete a 2" overlay on CR 40 from the west Timnath Reservoir Entrance to the intersection of Latham Parkway & CR 40. CRI has included driveway entrances and the reconstruction of the portion of the intersection of CR 40 & Latham Parkway. All qty's are based on measurements completed via goggle earth. All asphalt has been quoted Grading S (75) 64-22 with 20% RAP.
  - The following are excluded from this proposal: Construction layout and engineering; Drainage facility certification; Warrantee; Street cleaning for work performed by others; All permits & fees; Dewatering; Maintenance of erosion control devices for others; quality control or acceptance testing; prairie dog removal, relocation, or extermination; landscaping, seeding, or revegetation.
  - Pavement Drainage less than 1.5% designed or obtainable fall will not be guaranteed.

- All work is contingent on the availability of construction water, access to the work, negotiation of acceptable contract terms, a mutually agreeable schedule, and verification of financing.
- Please provide a minimum of 4 weeks advanced notification of work requests to allow for scheduling the work. No work will be completed without a signed Contract Agreement. Work is current scheduled for 06-22-17 through 06-27-17.
- Asphalt cement suppliers are adjusting pricing monthly. Asphalt cement prices are subject to adjustment. The current price for asphalt cement is \$355/ton FOB plant.
- Environmental site assessment / mitigation of hazardous or contaminated materials is excluded. Treatment or testing for contaminated groundwater is specifically excluded.
- Notes & Clarifications:
  - 1. All asphalt removal and asphalt patching has been quoted as an allowance. Areas will be marked out by Town of Timnath and CRI prior to removals and patching.

**CONDITIONS AND AGREEMENTS**

- 1. WITHDRAWAL OF QUOTATION:** This quotation may be withdrawn or modified by Connell Resources, Inc. ("Connell") if not accepted by the named sponsor (the "Sponsor") within thirty (30) days from date of issue.
- 2. PERFORMANCE:** Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell's control. Completion date is subject to weather conditions, mechanical failures, labor difficulties, fuel or material shortages, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell's control.
- 3. SPONSOR'S RESPONSIBILITIES:** This quotation does not include any charges for tapping fees unless noted. Sponsor to furnish all easements and adequate working right of ways. Sponsor will pay all costs of design engineering and inspections and quality control testing.
- 4. SOIL MECHANICS AND UNDERGROUND CONDITIONS:** During excavation, if material is encountered that a 1-1/4 yard backhoe cannot remove for utility installation or a D8 tractor cannot rip for grading work, a price adjustment may be necessary. If blasting (or other approved method) becomes necessary, this work will be done as an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unstable subgrade conditions are encountered, these conditions shall be the criteria for change order negotiations between Sponsor and Connell.
- 5. DESIGN AND ENGINEERING SERVICES:** Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing, or retaining qualified professionals to perform, all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by sponsor, sponsor's agents or third parties.
- 6. EXTRA WORK:** Upon written notice from Connell to the sponsor, sponsor's agent or employee that extra work not specifically included in the quotation is necessary to complete the work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the sponsor any written authorization for the extra work, then Connell may in its sole absolute discretion proceed with extra work if Connell considers it necessary. As compensation for the extra work, the sponsor shall pay Connell on a time-and material basis for all costs related to such work unless the parties agree in writing on another method of compensation.
- 7. QUANTITY DETERMINATION AND BILLINGS:** For any unit price quotation, the quantities shall be verified by in-field measurement after construction, and the total price to be paid by sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump-sum quotation.
- 8. PAYMENT TERMS:** The sponsor agrees to pay Connell the full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on the 10th of each month following their issue. Payment shall be overdue and delinquent if not received by Connell by the due date. Time is of the essence to this Agreement. Connell will be entitled to a 1-1-1/2% per month LATE PAYMENT CHARGE, NOT A FINANCE CHARGE, which is an ANNUAL PERCENTAGE RATE OF 18%, on any past due balances. Acceptance by Connell of a partial payment shall not be construed as a waiver of Connell's right to full and immediate payment.
- 9. DEFAULT:** If sponsor defaults in timely making any payment or performing any obligation under this Agreement, sponsor shall pay all costs and expenses (including reasonable attorney's fees) incurred by Connell as a result of the default.
- 10. WARRANTIES:** All work shall be performed in a good and workmanlike manner in accordance with the applicable ordinances and regulations of the City, County or District in which it is performed. All warranties will be as per the City, County or District in which the work is performed, as stated by their ordinances or regulations. EXCEPT AS PROVIDED ABOVE, CONNELL MAKES NO WARRANTIES WITH RESPECT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CONNELL AND WAIVED BY BUYER.
- 11. SOIL STERILIZATION:** If a soil sterilizer is applied it is done as an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective.
- 12. ASPHALT PRICE ADJUSTMENTS:** In the event of national and regional shortages of crude oil or other factors beyond Connell's control, Connell's suppliers will no longer furnish a long-term price for asphalt cement. If paving work is not performed during Connell's current paving season, the price may be increased by Connell to reflect price increases in the following paving season when the work is completed. The normal paving season extends from April to November 15, depending on weather conditions.
- 13. AUTHORITY TO PERFORM WORK:** The sponsor accepting this quotation represents that it is the representative of the Owner of the premises on which the work is to be done, or that the signer is an authorized representative of the Owner, and that permission and authority are hereby granted to Connell to perform such work on the premises in accordance with the terms and conditions of this Agreement.
- 14. INDEMNIFICATION/LIABILITY LIMITATION:** Connell shall not be responsible for sponsor's acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys fees) arising from or relating to any act or omission of sponsor, sponsor's agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the sponsor may incur or suffer in connection with this Agreement.
- 15. BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 16. HAZARDOUS MATERIALS:** In the event Connell encounters on the job site hazardous chemicals, wastes, or material as defined by any federal, state, or local authority (referred to as "Hazardous Materials") which are not introduced to the job-site by Connell, Connell shall have no duty or responsibility for handling, storage, or disposal of such Hazardous Materials, or for complying with any federal, state, or local laws, regulations or ordinances pertaining to the handling, storage, or disposal of the Hazardous Materials. Connell shall not be required to perform further work in the vicinity of the Hazardous Materials to the extent such Materials may, in Connell's sole opinion, pose any threat to the health and safety of Connell personnel. Any delays in the performance of Connell's work related to or caused by the presence of Hazardous Materials on the job-site will extend Connell's time for performance under this Agreement a like amount of the time.

See attached "Conditions And Agreement". This agreement is subject to the attached "Conditions and Agreement". By signing below, the parties are expressly agreeing to all terms, conditions, and agreements on this document and the attachments.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Sponsor: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p><b>CONFIRMED:</b> <b>Connell Resources, Inc.</b></p> <p>Authorized Signature: _____</p> <p>Estimator:     Shane Westlind</p>
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## TOWN COUNCIL COMMUNICATION

<b>Meeting Date:</b> May 9, 2017	<b>Item: A Resolution Authorizing a Full Time Intern Position Until May 1, 2018</b>	<b>Ordinance</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Discussion</b> <input type="checkbox"/> <b>For Information</b> <input type="checkbox"/>
<b>Presented by:</b> April D. Getchius, AICP Town Manager		
<b>EXECUTIVE SUMMARY:</b> The Town budget for 2017 included an intern for the Town Manager through the spring semester. We have an opportunity to keep the intern through the 2018 spring semester and to move her to full time. Moving her to full time will require the Town provide benefits for a total cost spread over two fiscal years of approximately \$47,736 (benefits and hourly wage).		
<b>STAFF RECOMMENDATION:</b> Staff recommends approval of this resolution.		
<b>KEY POINTS/SUPPORTING INFORMATION:</b> It has been a great help to have an intern available. Ms. Megan Garn has been helping with items such as Council communications, research, survey preparation and monitoring, boat and reservoir permits and more.		
<b>ADVANTAGES:</b> Allows for an extension of an already trained and valuable employee's tenure with the Town.		
<b>DISADVANTAGES:</b> None.		
<b>FINANCIAL IMPACT:</b> Monies have not been budgeted for this in 2017 which is expected to be approximately \$32,000 and will be paid for by general budget savings. The balance of approximately \$15,000 will be properly budgeted in 2018.		
<b>RECOMMENDED MOTION:</b> I move approval of Resolution No. 36, Series 2017 entitled "A Resolution Authorizing a Full Time Intern Position Until May 1, 2018."		
<b>ATTACHMENTS:</b> Resolution		

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 36, SERIES 2016**

**A RESOLUTION AUTHORIZING A FULL TIME INTERN POSITION UNTIL MAY 1,  
2018**

**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 Town Manager has hired a part-time intern in 2017; and

**WHEREAS**, the Town has the opportunity to expand the intern’s hours to full time for one year which requires providing benefits as a full time employee; and

**WHEREAS**, the full time position was not budgeted but can be paid for from budget savings and will be included as a portion of the 2018 budget;

**WHEREAS**, the Town Council 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 Town Manager is hereby authorized to increase the Town Manager Intern position to full time with benefits until May 1, 2018.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 9, 2017.**

**TOWN OF TIMNATH, COLORADO**

\_\_\_\_\_  
Bryan Voronin, Mayor Pro Tem

**ATTEST:**

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Milissa Peters, CMC  
Town Clerk