



All Attachments can be obtained at the Town Administration Building, 4800 Goodman Street

**TOWN OF TIMNATH
TOWN COUNCIL
Tuesday, April 8, 2014**

IMMEDIATELY FOLLOWING THE TIMNATH DEVELOPMENT AUTHORITY MEETING AT 6:00 p.m.
Meeting will be held at Timnath Administration Building,
4800 Goodman Street, Timnath, Colorado

1. CALL TO ORDER AND ROLL CALL

Mayor	Jill Grossman-Belisle
Councilmember	Marty Chiramonte
Councilmember	Bill Neal
Councilmember	Paul Steinway
Councilmember	Bryan Voronin

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 March 25, 2014, Town Council Meeting Minutes
- b. Approval of the Check Register

5. REPORTS

- a. Mayor and Council

6. ORDER OF BUSINESS:

a. OATH OF OFFICE

- b. **ORDINANCE NO. 5, SERIES 2014, SECOND READING, PUBLIC HEARING**, An Ordinance Amending Chapter 18, Article 5, of the Town Code Adopting by Reference the International Fire Code Promulgated by the International Code Council, 2012 Edition, with Amendments
Presented by April Getchius, Town Manager

- c. **ORDINANCE NO. 6, SERIES 2014, SECOND READING, PUBLIC HEARING**, An Ordinance Approving Amendment 6 to the Fort Collins IGA
Presented by April Getchius, Town Manager

- d. **ORDINANCE NO. 7, SERIES 2014, FIRST READING**, An Ordinance Approving the 2014 Budget Amendment and set a public hearing on April 22, 2014, at 6:00 p.m.
Presented by Christine Harwell, Contracted Finance Director

- e. **RESOLUTION NO. 23, SERIES 2014**, A Resolution Authorizing New Check Signing Designees



All Attachments can be obtained at the Town Administration Building, 4800 Goodman Street
Presented by April Getchius, Town Manager

- f. RESOLUTION NO. 24, SERIES 2014**, A Resolution Approving the Emergency Easement Policy
Presented by Matt Blakely, Contracted Town Planner

- g. RESOLUTION NO. 25, SERIES 2014**, A Resolution Approving the Hire of Seasonal Public Works Employees
Presented by April Getchius, Town Manager

- h. RESOLUTION NO. 26, SERIES 2014**, A Resolution Approving Continuation of CEBT Employee Insurance
Presented by April Getchius, Town Manager

- i. 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.”
Presented by the Contracted Town Attorney

7. ADJOURNMENT



Town of Timnath
Regular Meeting Minutes
Tuesday, March 25, 2014, 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, March 25, 2014 at 6:04 p.m.

Present:

- a. Mayor Jill Grossman-Belisle
- b. Councilmember Bill Neal
- c. Councilmember Bryan Voronin

Absent:

- a. Councilmember Marty Chiaramonte
- b. Councilmember Paul Steinway

Also Present:

- a. April Getchius, Town Manager
- b. Milissa Peters, Town Clerk
- c. Robert Rogers, Contracted Town Attorney
- d. Don Taranto, Contracted Town Engineer
- e. Matt Blakely, Contracted Town Planner
- f. Brian Williamson, Contracted Town Planner
- g. Russ Weber, Safebuilt
- h. Bob Ponselo, Poudre Fire Authority
- i. Michael Harrington
- j. John Turner

2. AMENDMENTS TO THE AGENDA:

- a. 6c was moved to 6a.

3. PUBLIC COMMENT ON NON-AGENDA ITEMS:

- a. Michael Harrington, 5382 Banner Street, Timnath – spoke to the Council about fracking and asked that the Council hold a public hearing to address the pros and cons of fracking in the area. Several public in attendance were in agreement with the statements made.
- b. Maria Eckman, 5726 Graphite, Timnath – spoke to Council about mineral rights _____

4. CONSENT AGENDA:

- a. Approval of the March 11, 2014, Town Council Meeting Minutes



b. Approval of the Check Register

Councilmember Neal moved to approve the consent agenda. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

5. REPORTS:

- a. Mayor/Council – NONE
- b. Staff – Included in the packet

6. ORDER OF BUSINESS:

a. **B - RESOLUTION NO. 20, SERIES 2014**, A Resolution Approving a Town of Timnath Policy Regarding Timnath Reservoir

Public Comments:

- Jan Clyman – spoke to Council in opposition of motorized boats on the reservoir.
- John Fusaro – spoke to Council about wildlife at the reservoir and opposed motorized boats on the reservoir.
- Diane Fusaro – spoke to Council in opposition of motorized boats on the reservoir.
- Karen Fisher – spoke to Council in opposition of motorized boats on the reservoir.
- Greg Evans, CR 40 – spoke to Council in opposition of motorized boats on the reservoir.
- Glen Schrepel, Weld County - asked for answers on emergency access, water and sewer, road condition and spoke in opposition of motorized boats on the reservoir.
- Patricia Roberts – spoke to Council opposition of motorized boats on the reservoir and her concern about property values.
- Landon Hoover, Hartford Homes – spoke to Council about his interaction with the Wildwing property owners and represented that the majority of the property owners had knowledge of the proposed reservoir uses and that the majority of the owners support motorized boats. He also spoke about wildlife and noise.
- Denise Fisher – spoke to Council in opposition of motorized boats on the reservoir. She stated that she spoke to a professor at CSU about the impact on wildlife. Ms. Fisher also mentioned the results of what the residents wanted as part of the PROST plan.
- Kate Weinrich – spoke to Council in opposition of motorized boats on the reservoir.
- Todd Kettlekamp – spoke to Council in favor of motorized boats on the reservoir and his interaction with wildlife while boating. He also spoke about how to regulate the number of boats on the water.
- DJ Kub, Timnath – spoke to Council in favor of motorized boats on the reservoir.

Staff Comments:

- Ms. Getchius spoke to the Council about the proposed resolution.

Town Council Questions and Comments:

- Councilmember Neal spoke about his concerns regarding additional resources that may be needed to manage the reservoir with management.



- Mayor Grossman-Belisle spoke about the noise test that was performed last year, the PROST plan statistics that supported both motorized and non-motorized use, the trial program last summer and the proposed limitations.
- Councilmember Neal spoke about finding a “middle of the road” option.
- Councilmember Voronin stated that his interpretation of the PROST plan shows that motorized boats are wanted but that the proposed resolution needs to be refined.
- Mayor Grossman-Belisle spoke in favor of a trial period.
- Councilmember Neal asked about patrolling and enforcement and Ms. Getchius stated that the Town was planning on hiring a seasonal worker to help with the reservoir.
- Councilmember Neal asked about the Town’s liability and Mr. Roberts spoke about governmental immunity.
- Councilmember Neal stated his recommended amendments to the resolution.
- Mayor Grossman-Belisle spoke about adding limitation and having a one-year trial period. She also spoke about the possibilities of the reservoir use and trying to find balance to all residents.

Councilmember Neal moved to approve RESOLUTION NO. 20, SERIES 2014, A Resolution Approving a Town of Timnath Policy Regarding Timnath Reservoir as amended. Mayor Grossman-Belisle seconded the motion. The motion passed 2-1 by voice vote.

Mayor Grossman-Belisle	Yay
Councilmember Voronin	Nay
Councilmember Neal	Yay

b. C - RESOLUTION NO. 21, SERIES 2014, A Resolution Authorizing the Town Manager’s Extension of the Intergovernmental Agreement with the City of Fort Collins
Staff Comments:

- Ms. Getchius spoke to Council about the proposed resolution.

Councilmember Voronin moved to approve RESOLUTION NO. 21, SERIES 2014, A Resolution Authorizing the Town Manager’s Extension of the Intergovernmental Agreement with the City of Fort Collins. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

c. MOVED TO 6a - ORDINANCE NO. 5, SERIES 2014, FIRST READING, An Ordinance Amending Chapter 18, Article 5, of the Town Code Adopting by Reference the International Fire Code Promulgated by the International Code Council, 2012 Edition, with Amendments and set for Public Hearing on April 8, 2014, at 6:00 p.m.

Staff Comments:

- Ms. Getchius spoke to Council about the proposed ordinance.

Councilmember Voronin moved to approve ORDINANCE NO. 5, SERIES 2014, FIRST READING, An Ordinance Amending Chapter 18, Article 5, of the Town Code Adopting by Reference the International Fire Code Promulgated by the International Code Council, 2012 Edition, with Amendments and set for Public Hearing on April 8, 2014, at 6:00 p.m. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.



- d. **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 moved to 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 Neal seconded the motion. The motion passed unanimously by voice vote.**

Council went into executive session at 7:32 p.m.

The regular meeting reconvened at 8:07 p.m.

- e. **ORDINANCE NO. 6, SERIES 2014, FIRST READING,** An Ordinance Approving Amendment 6 to the Fort Collins IGA and set for Public Hearing on April 8, 2014, at 6:00 p.m.

Councilmember Neal moved to approve ORDINANCE NO. 6, SERIES 2014, FIRST READING, An Ordinance Approving Amendment 6 to the Fort Collins IGA and set for Public Hearing on April 8, 2014, at 6:00 p.m. **Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.**

- f. **RESOLUTION NO. 22, SERIES 2014,** A Resolution Adopting a Model Service Plan for Special Districts, a Form Intergovernmental Agreement for Special Districts, and a Form Resolution Approving Special District Service Plans

Staff Comments:

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

Public Comments:

- Mr. Turner spoke to Council about the districts not being involved in the process of establishing the form for the service plans.

Town Council Questions and Comments:

- Mayor Grossman-Belisle stated that the Town Attorney had been working with special district attorneys to establish the proposed model service plan form. She also stated that the Town was working with and not against the districts.
- Mr. Rogers stated that there were no consequences for the current districts and their existing plans.



Councilmember Voronin moved to approve RESOLUTION NO. 22, SERIES 2014, A Resolution Adopting a Model Service Plan for Special Districts, a Form Intergovernmental Agreement for Special Districts, and a Form Resolution Approving Special District Service Plans. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 8:25 p.m.

Town Council approved the March 25, 2014, Town Council Meeting Minutes on April 8, 2014.

TOWN OF TIMNATH

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk

Report Criteria:

Invoices with totals above \$0.00 included.
Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
AlSCO					
LLAR922771					
272	AlSCO	LLAR922771	03/27/2014 Mat Service	03/27/2014	41.78
Total AlSCO:					41.78
April Getchius					
APRIL 2014					
669	April Getchius	APRIL 2014	April 2014 mileage	04/01/2014	400.00
Total April Getchius:					400.00
AT&T MOBILITY					
03252014					
269	AT&T MOBILITY	03252014	March 2014 Cell Phones	03/25/2014	107.47
269	AT&T MOBILITY	03252014	March 2014 Cell Phones	03/25/2014	40.29
269	AT&T MOBILITY	03252014	March 2014 Cell Phones	03/25/2014	172.21
269	AT&T MOBILITY	03252014	March 2014 Cell Phones	03/25/2014	114.82
269	AT&T MOBILITY	03252014	March 2014 Cell Phones	03/25/2014	28.37
Total AT&T MOBILITY:					463.16
CASELLE, INC					
56117					
582	CASELLE, INC	56117	April 2014 support	03/01/2014	545.00
Total CASELLE, INC:					545.00
DE LAGE LANDEN FINANCIAL SERVI					
40097479					
439	DE LAGE LANDEN FINANCIAL S	40097479	February 2014 Copier Rental	01/25/2014	404.01
40460370					
439	DE LAGE LANDEN FINANCIAL S	40460370	February 2014 Copier Rental	02/22/2014	396.43
40760923					
439	DE LAGE LANDEN FINANCIAL S	40760923	March 2014 Copier Rental	03/22/2014	396.43
Total DE LAGE LANDEN FINANCIAL SERVI:					1,196.87
DEZIRE SANCHEZ					
MARCH 2014					
334	DEZIRE SANCHEZ	MARCH 2014	March 2014 mileage	03/31/2014	57.12
Total DEZIRE SANCHEZ:					57.12
GERRARD EXCAVATING, INC					
OFFSITE 1					
509	GERRARD EXCAVATING, INC	OFFSITE 1	March 2013 Offsite Sewer-Retain	03/25/2014	9,511.35-
509	GERRARD EXCAVATING, INC	OFFSITE 1	March 2013 Offsite Sewer	03/25/2014	190,226.93
Total GERRARD EXCAVATING, INC:					180,715.58
JOHN DEERE GOVERNMENT & NATION					
1444478					
517	JOHN DEERE GOVERNMENT &	1444478	February 2014 lease payment	02/26/2014	1,176.34

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total JOHN DEERE GOVERNMENT & NATION:					1,176.34
LARIMER COUNTY SOLID WASTE					
03262014					
558	LARIMER COUNTY SOLID WAS	03262014	diposal of Paint	03/26/2014	87.43
Total LARIMER COUNTY SOLID WASTE:					87.43
MILISSA PETERS					
MARCH 2014					
391	MILISSA PETERS	MARCH 2014	March 2014 mileage reimburseme	03/31/2014	118.72
Total MILISSA PETERS:					118.72
Mountain States Employers Coun, Inc					
282938					
647	Mountain States Employers Coun,	282938	2nd Qtr 2014 Membership	03/15/2014	312.50
Total Mountain States Employers Coun, Inc:					312.50
Neopost USA Inc					
51488255					
302	Neopost USA Inc	51488255	April 2014 Postage Meter Lease	03/12/2014	42.31
Total Neopost USA Inc:					42.31
OFFICE DEPOT					
693058030001					
419	OFFICE DEPOT	693058030001	2014 Office Supplies	02/04/2014	6.99
701565391001					
419	OFFICE DEPOT	701565391001	Printer for Public works	03/25/2014	349.99
702123263001					
419	OFFICE DEPOT	702123263001	2014 Office supplies	03/19/2014	32.99
702152201001					
419	OFFICE DEPOT	702152201001	2014 office supplies	03/19/2014	69.51
702152286001					
419	OFFICE DEPOT	702152286001	2014 Office Supplies	03/19/2014	10.52
70290458001					
419	OFFICE DEPOT	70290458001	2014 Office Supplies	03/28/2014	70.45
Total OFFICE DEPOT:					540.45
Paychex of New York LLC					
11265411					
617	Paychex of New York LLC	11265411	February 2014 Administration	02/04/2014	438.75
Total Paychex of New York LLC:					438.75
Sam's Club					
2653131479					
43	Sam's Club	2653131479	Fire Proof Safe	02/12/2014	479.00
43	Sam's Club	2653131479	Work area tables	02/12/2014	321.96
Total Sam's Club:					800.96
SECURITY AND SOUND DESIGN					

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
15290					
546	SECURITY AND SOUND DESIG	15290	2nd Qtr 2014 Fire Monitoring & In	04/01/2014	120.00
	Total SECURITY AND SOUND DESIGN:				120.00
TST, INC CONSULTING ENGINEERS					
27659					
406	TST, INC CONSULTING ENGINE	27659	March 2014 General Consultation	03/31/2014	8,639.74
27660					
406	TST, INC CONSULTING ENGINE	27660	March 2014 Boxelder	03/31/2014	937.50
27661					
406	TST, INC CONSULTING ENGINE	27661	March 2014 FCLWD/SFCSD	03/31/2014	225.00
27662					
406	TST, INC CONSULTING ENGINE	27662	March 2014 Community Develop	03/31/2014	17,433.94
27663					
406	TST, INC CONSULTING ENGINE	27663	March 2014 General Consultation	03/31/2014	11,801.33
27664					
406	TST, INC CONSULTING ENGINE	27664	March 2014 Downtown Improvem	03/31/2014	9,128.47
27665					
406	TST, INC CONSULTING ENGINE	27665	March 2014 Harmony Road Phas	03/31/2014	935.00
27666					
406	TST, INC CONSULTING ENGINE	27666	March 2014 Wildwing Park	03/31/2014	411.00
27667					
406	TST, INC CONSULTING ENGINE	27667	March 2014 Offsite Sewer	03/31/2014	1,257.91
27668					
406	TST, INC CONSULTING ENGINE	27668	March 2014 Reservoir Improveme	03/31/2014	820.05
27669					
406	TST, INC CONSULTING ENGINE	27669	March 2014 Costco Offsite	03/31/2014	9,813.55
27670					
406	TST, INC CONSULTING ENGINE	27670	March 2014 Community Park	03/31/2014	5,567.67
27671					
406	TST, INC CONSULTING ENGINE	27671	March 2014 Fishing is Fund Grant	03/31/2014	3,025.71
27672					
406	TST, INC CONSULTING ENGINE	27672	March 2014 Dean Contracting	03/31/2014	150.00
27673					
406	TST, INC CONSULTING ENGINE	27673	March 2014 Riverbend	03/31/2014	576.00
27674					
406	TST, INC CONSULTING ENGINE	27674	March 2014 Timnath Ranch	03/31/2014	985.26
406	TST, INC CONSULTING ENGINE	27674	March 2014 Timnath Ranch	03/31/2014	544.00
27675					
406	TST, INC CONSULTING ENGINE	27675	March 2014 Timnath South 1st fili	03/31/2014	300.00
27676					
406	TST, INC CONSULTING ENGINE	27676	March 2014 Village Homes	03/31/2014	915.26
406	TST, INC CONSULTING ENGINE	27676	March 2014 Village Homes	03/31/2014	612.25
27677					
406	TST, INC CONSULTING ENGINE	27677	March 2014 Risk Removal	03/31/2014	150.00
27678					
406	TST, INC CONSULTING ENGINE	27678	March 2014 4801 Goodman Stree	03/31/2014	75.00
406	TST, INC CONSULTING ENGINE	27678	March 2014 4801 Goodman Stree	03/31/2014	923.25
27679					
406	TST, INC CONSULTING ENGINE	27679	March 2014 Brunner Farm Annex	03/31/2014	1,209.00
27680					
406	TST, INC CONSULTING ENGINE	27680	March 2014 Costco	03/31/2014	1,411.78
406	TST, INC CONSULTING ENGINE	27680	March 2014 Costco	03/31/2014	866.00
27681					
406	TST, INC CONSULTING ENGINE	27681	March 2014 Brunner Farm Major	03/31/2014	1,698.56
406	TST, INC CONSULTING ENGINE	27681	March 2014 Brunner Farm Major	03/31/2014	2,565.75

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
27682					
406	TST, INC CONSULTING ENGINE	27682	March 2014 Burton Site plan	03/31/2014	60.00
27683					
406	TST, INC CONSULTING ENGINE	27683	March 2014 Wildwing Replat E	03/31/2014	320.00
27684					
406	TST, INC CONSULTING ENGINE	27684	March 2014 General Developmen	03/31/2014	375.00
Total TST, INC CONSULTING ENGINEERS:					<u>83,733.98</u>
Xcel Energy					
401446522					
47	Xcel Energy	401446522	February 2013 3909 Main Street	02/13/2014	19.39
401805804					
47	Xcel Energy	401805804	February 2014 4100 Main Street	02/18/2014	267.16
401917819					
47	Xcel Energy	401917819	February 2014 5096 CTY Rd 38	02/18/2014	96.04
402193003					
47	Xcel Energy	402193003	February 2014 Area Lights	02/20/2014	38.76
402462399					
47	Xcel Energy	402462399	February 2014 2221 S Cty Line R	02/24/2014	27.37
403363036					
47	Xcel Energy	403363036	March 2014 4800 Goodman Stree	03/03/2014	1,218.92
403371182					
47	Xcel Energy	403371182	February 2014 Tax Address	03/03/2014	3,029.25
404781910					
47	Xcel Energy	404781910	March 2014 3909 Main Street	03/13/2014	19.08
405453872					
47	Xcel Energy	405453872	March 2014 4100 Main Street	03/19/2014	217.66
405570684					
47	Xcel Energy	405570684	March 2014 5096 CTY Rd 38	03/19/2014	83.50
405667501					
47	Xcel Energy	405667501	March 2014 Area Lights	03/20/2014	38.05
Total Xcel Energy:					<u>5,055.18</u>
Grand Totals:					<u><u>275,846.13</u></u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

<u>Vendor</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Net Invoice Amount</u>
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Report Criteria:

- Invoices with totals above \$0.00 included.
 - Only unpaid invoices included.
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OATH OF OFFICE

STATE OF COLORADO)
LARIMER COUNTY) SS.
TOWN OF TIMNATH)

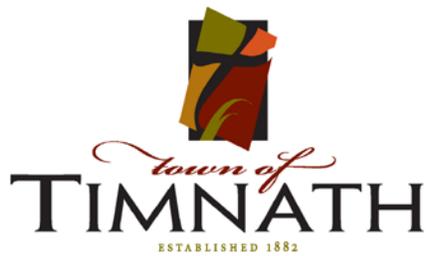
I, AARON PEARSON, SOLEMNLY SWEAR, THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES, THE STATE OF COLORADO, AND THE CHARTER AND THE ORDINANCES OF THE TOWN OF TIMNATH, COLORADO, AND FAITHFULLY PERFORM THE DUTIES OF THE OFFICE OF TOWN COUNCIL UPON WHICH I AM ABOUT TO ENTER.

Aaron Pearson

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY OF APRIL 2014.

ATTEST:

MILISSA PETERS, TOWN CLERK



OATH OF OFFICE

STATE OF COLORADO)
LARIMER COUNTY) SS.
TOWN OF TIMNATH)

I, BRYAN VORONIN, SOLEMNLY SWEAR, THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES, THE STATE OF COLORADO, AND THE CHARTER AND THE ORDINANCES OF THE TOWN OF TIMNATH, COLORADO, AND FAITHFULLY PERFORM THE DUTIES OF THE OFFICE OF TOWN COUNCIL UPON WHICH I AM ABOUT TO ENTER.

Bryan Voronin

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY OF APRIL 2014.

ATTEST:

MILISSA PETERS, TOWN CLERK



TIMNATH COUNCIL COMMUNICATION

Meeting Date: 4/8/14	Item: Timnath 2012 International Fire Code Adoption	Ordinance <input checked="" type="checkbox"/>
Presented by: Safebuilt		Resolution <input type="checkbox"/>
		Discussion <input type="checkbox"/>
		For Information <input type="checkbox"/>
EXECUTIVE SUMMARY: Safebuilt staff have worked with the Poudre Fire Authority and other jurisdictions to update the Timnath's Fire Code which is based on the 2012 International Fire Code with selected changes. Update of the Town code to include these changes will better assure resident and firefighter safety.		
STAFF RECOMMENDATION: Staff recommends approval of this Ordinance.		
KEY POINTS/SUPPORTING INFORMATION: In April of 2013 the Town of Timnath adopted all 2012 Building, Mechanical and Plumbing codes and the 2009 International Energy Conservation Code. These family of codes work together to provide the minimum requirements to safeguard the public health, safety and general welfare through structural strength, stability, sanitation, energy conservation and safety to life and property. The 2012 International Fire Code provides these same minimum requirements as well as provisions for fire fighter safety and emergency responders.		
ADVANTAGES: By adopting the 2012 International Fire Code, the provisions will remain consistent and sync with all other code sections currently adopted. The International Fire Code provides regulations to protect properties from the hazards of fire, explosions or dangerous conditions in new and existing buildings. The International Fire code along with the currently adopted International Codes assures regulations are enforceable to provide a safe environment for the citizens of Timnath.		
DISADVANTAGES: None.		
FINANCIAL IMPACT: None		
RECOMMENDED MOTION: I recommend approval of Ordinance No. 5, Series 2014, An Ordinance Amending Chapter 18, Article 5, of the Town Code.		
ATTACHMENTS: Ordinance.		

**TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 5, SERIES 2014**

**AN ORDINANCE AMENDING CHAPTER 18, ARTICLE 5, OF THE TOWN
CODE ADOPTING BY REFERENCE THE INTERNATIONAL FIRE CODE PROMULGATED
BY THE INTERNATIONAL CODE COUNCIL,
2012 EDITION, WITH AMENDMENTS**

WHEREAS, the Town of Timnath Town Council has heretofore by ordinance adopted the International Fire Code, 2006 Edition, for application in the Town of Timnath within the Poudre Valley Fire Protection District in Larimer County; and

WHEREAS, the Board of Directors of the Poudre Fire Authority and the Board of Directors of the Poudre Valley Fire Protection District has requested that the Town of Timnath Town Council adopt an ordinance making the International Fire Code, 2012 Edition with amendments, applicable to the Town of Timnath within the Poudre Valley Fire Protection District in Larimer County; and

WHEREAS, the Town of Timnath Town Council has authority to adopt certain uniform codes by reference, including the subject 2012 International Fire Code, pursuant to the provisions of CRS 31-16- 201, et. seq., and

WHEREAS, in compliance with CRS 31-16-203, notice of a public hearing on the proposed adoption of the 2012 International Fire Code was published twice in a newspaper of general circulation in the Town of Timnath, fifteen and eight days preceding the hearing, respectively.

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

Section 1. International Fire Code Adopted.

Chapter 18, Article 5.1 of the Timnath Town Code is hereby repealed and reenacted to read as follows.

18.5.1: Adoption of the International Fire Code, 2012 Edition.

Pursuant to the authority conferred by Article II, Section 7 of the Charter and by Section 31-16-201 et seq., C.R.S., there is hereby adopted by reference as the fire code of the town, for the purposes of safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, International Fire Code, 2012 Edition, as promulgated by the International Code Council. Except as any portion of this fire code is herein after added to, deleted, modified or amended in this Chapter, this fire code shall include all articles and appendices in the International Fire Code, 2012 Edition. Not less than three (3) copies of this fire code shall be on file in the office of the Fire Marshal and may be inspected at regular business hours and purchased from the Fire Prevention Bureau at a price not to exceed ninety seven dollars (\$97.00) per copy. The provisions of this fire code shall be controlling within the limits of the Town of Timnath.

Section 2 Amendments

Chapter 18, Article 5.2 is hereby repealed and reenacted to read as follows:

18.5.2: Amendments, additions, and deletions.

The following articles, sections, divisions, subsections and appendices of the International Fire Code, 2012 Edition, are hereby added, amended, deleted and renumbered, except as noted, to read as follows:

(1) Section 101.1 is amended to read as follows:

“101.1 Title. These regulations shall be known as the *Fire Code* of the Town of Timnath, hereinafter referred to as ‘this code’.”

(2) Section 103.4 and 103.4.1 is amended to read as follows:

“103.4 Liability. The fire code official, officer or employee charged with the enforcement of this code, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or omission occurring during the performance of their duties and within the scope of their employment, unless such act or omission is willful and wanton, as provided in the Colorado Governmental Immunity Act, CRS Section 24-10-101 *et seq*”.

“103.4.1 Legal defense. Any suit instituted against any officer or employee because of an act or omission performed by that officer or employee during the performance of his or her duties and within the scope of his or her employment, unless such act or omission is willful and wanton and under the provisions of this code shall be defended, consistent with the Colorado Governmental Immunity Act, CRS Section 24-10-101 *et seq.*, by the legal representative of the jurisdiction until the final termination of the proceedings. The fire code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of fire prevention, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.”

(3) Section 108.1 is deleted and readopted for the Town Code to read as follows:

“108.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals to be known as the Fire Board of Appeals. The members of the Town of Timnath Board of Appeals shall constitute the Fire Board of Appeals. The fire code official shall be an ex officio member of the Fire Board of Appeals, but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with duplicate copies to the fire code official and the Town Clerk.”

(4) Section 108.3 is deleted in its entirety.

(5) Section 109.4 is amended to read as follows.

“109.4 Violations and penalties. Any person convicted of violation of this Article shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment for a period not exceeding one (1) year, or both such fine and imprisonment; provided, however, that no person under the age of eighteen (18) years shall be subjected to imprisonment for violation of this Article. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Article is committed, continued or permitted by any such person and shall be punished accordingly.”

(6) Section 109.5 is hereby added to read as follows:

“109.5 Work commencing before permit issuance. In addition to penalties set forth in Section 109.4, any person or firm who, before obtaining the necessary permit(s), commences any construction of, or work on, a building, structure, fire protection system, fire alarm system, fire extinguishing system that is not otherwise exempted from obtaining a permit, shall be subject to a processing and penalty fee in addition to the standard prescribed permit fee. Such additional fee shall be equal to the permit fee, except that such fee shall not be less than \$50 nor more than \$1,000 for the first such violation. A person or firm committing the same such violation repeatedly is subject to processing and penalty fees equal to double the amount of the permit fee or double the amount of the preceding violation, whichever is greater, for every same such subsequent violation committed thereafter within any 180-day period.”

(7) Section 202, Definitions, is hereby amended in the following respects:

A definition of "FIRE-CONTAINMENT AREA" is hereby added, to read in its entirety as follows:

“FIRE CONTAINMENT AREA is a portion of a story or basement which is totally enclosed by not less than one-hour fire-resistive construction and as prescribed in Section 708, entitled ‘Fire Partitions’ and Section 709, entitled ‘Smoke Barriers’ of the International Building Code as adopted by the Town of Timnath.

Openings other than doors and ducts shall be protected as specified in Section 716 of the International Building Code as adopted by the Town of Timnath and shall be limited to a maximum of 25 percent of any one (1) wall. Self-closing devices may be used in place of automatic closing devices on doors unlikely to be fixed open during normal conditions. Examples are doors at toilet rooms, closets and small storage rooms and similar areas.”

(8) Section 307.2.2 is hereby added to read as follows:

“307.2.2 Time and Atmospheric Restrictions. Open burning shall only be performed when time and atmospheric conditions comply with the limits set forth in the Open Burning Permit.”

(9) Section 507.2 is hereby amended to read as follows:

“507.2 Type of water supply. A water supply shall consist of pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required sustainable fire flow.”

(10) Section 605.11.3.2.1 is hereby amended to read as follows:

“605.11.3.2.1 Residential buildings with hip roof layouts. Panels/modules installed on residential buildings with hip roof layouts shall be located in a manner that provides a 3-foot-wide (914 mm) clear access pathway from the eave to the ridge on each roof slope where panels/modules are located.”

Exceptions:

1. These requirements shall not apply to roofs with slopes of two units vertical in 12 units horizontal (2:12) or less.
2. These requirements shall not apply to roofs where each panel/module array area on the roof is 1,000 square feet (92.90 m²) or less in size, no continuous section of panels/modules is larger than 150 feet in length or width, a clear access pathway of not less than 12-inch-width is provided along each side of all horizontal ridges, and a clear access pathway of not less than 30-inch-width is provided from the eave to the ridge of one roof slope where panels/modules are located.
3. These requirements shall not apply to roofs where each panel/module array area on the roof is 1,000 square feet (92.90 m²) or less in size, no continuous section of panels/modules is larger than 150 feet in length or width, a clear access pathway of not less than 12-inch-width is provided along each side of all horizontal ridges, and, where panels/modules are to be placed on both sides of a hip, a clear access pathway of not less than 18-inch-width is provided along each side of such hip.

These requirements shall not apply to roofs where the total combined area of solar array does not exceed 33% as measured in plan view of the total roof area of the structure,

(11) Section 605.11.3.2.2 is hereby amended to read as follows:

“605.11.3.2.2 Residential buildings with a single ridge. Panels/modules installed on residential buildings with a single ridge shall be located in a manner that provides two, 3-foot-wide (914 mm) clear access pathways from the eave to the ridge on each roof slope where panels/modules are located.”

Exceptions:

1. This requirement shall not apply to roofs with slopes of two units vertical in 12 units horizontal (2:12) or less.
2. This requirement shall not apply to roofs where each panel/module array area on the roof is 1,000 square feet (92.90 m²) or less in size, no continuous section of panels/modules is larger than 150 feet in length or width, and a clear access pathway of not less than 12-inch-width is provided along each side of the horizontal ridge provided that:
 - a. The total combined area of solar array does not exceed 33% as measured in plan view of the total roof area of the structure; or

- b. A 30-inch-wide clear access path is provided from the eave to the ridge of a roof slope where panels/modules are located.

(12) Section 605.11.3.2.3 is hereby amended to read as follows:

“605.11.3.2.3 Residential buildings with roof hips and valleys. Panels/modules installed on residential buildings with roof hips and valleys shall be located no closer than 18 inches (457 mm) to a hip or a valley where panels/modules are to be placed on both sides of a hip or valley. Where panels are to be located on only one side of a hip or valley that is of equal length, the panels shall be permitted to be placed directly adjacent to the hip or valley. In addition, a 12-inch-wide clear access pathway shall be provided along each side of any horizontal ridge.”

Exceptions:

1. This requirement shall not apply to roofs with slopes of two units vertical in 12 units horizontal (2:12) or less.
2. These requirements shall not apply to roofs where a 30-inch-wide clear access pathway is provided from the eave to the ridge as well as 12-inch-wide clear access pathways along each side of any horizontal ridge.

(13) Section 605.11.3.2.5 is hereby amended to read as follows:

“605.11.3.2.5 Pathways. All access pathways required under this Section 605.11.3.2 shall be provided in a structurally strong location on the building capable of supporting the live load of firefighters accessing the roof.”

(14) A new definition of "FIRE-CONTAINMENT AREA" is hereby added to Section 702, Definitions, to read in its entirety as follows:

“FIRE CONTAINMENT AREA is a portion of a story or basement which is totally enclosed by not less than one-hour fire-resistive construction and as prescribed in Section 709, entitled ‘Fire Partitions’ and Section 710, entitled ‘Smoke Barriers’ of the International Building Code as adopted by the Town of Timnath.

Openings other than doors and ducts shall be protected as specified in Section 716 of the International Building Code as adopted by the Town of Timnath and shall be limited to a maximum of 25 percent of any one (1) wall. Self-closing devices may be used in place of automatic closing devices on doors unlikely to be fixed open during normal conditions. Examples are doors at toilet rooms, closets and small storage rooms and similar areas.”

(15) Table 903.1 Maximum Allowable Fire Containment is hereby added as follows:

**TABLE 903.1
MAXIMUM ALLOWABLE FIRE-CONTAINMENT AREA
(IN SQUARE FEET)**

Types of Construction

<i>Occupancy</i>	<i>I A</i>	<i>I B</i>	<i>II A</i>	<i>II B</i>	<i>III A</i>	<i>III B</i>	<i>IV-HT</i>	<i>V A</i>	<i>V B</i>
A1	10,000	10,000	NP	NP	NP	NP	NP	NP	NP
A2,	10,000	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
A3, 4	10,000	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
B, F1, S1, S2, M, U	10,000	10,000	7,000	5,000	7,000	5,000	7,000	7,000	5,000
F2	20,000	20,000	10,000	7,000	10,000	7,000	10,000	10,000	5,000
E	10,000	10,000	7,000	5,000	7,000	5,000	7,000	7,000	5,000

NP = Not Permitted

EXCEPTION:

S2 Open parking garages in accordance with Section 406.5.

(16) Section 903.2 Where required, is hereby amended by adding a second exception to read as follows:

“2. Except for Group R Occupancies an automatic sprinkler system shall be installed in all buildings which are not divided into fire containment areas as specified in Table 903.1.”

(17) Section 903.2.11.1.3 Basements is hereby amended to read as follows:

“**903.2.11.1.3 Basements.** Where any portion of a *basement* is located more than 75 feet (22,860 mm) from openings required by Section 903.2.11.1, ~~or where walls, partitions or other obstructions are installed that restrict the application of water from hose streams,~~ the *basement* shall be equipped throughout with an *approved automatic sprinkler system.*”

(18) Section 904.11.6.4, is hereby amended to read as follows:

“**904.11.6.4 Existing automatic fire extinguishing systems.** Where changes in the cooking media, positioning of cooking equipment or replacement of cooking equipment occur in existing commercial cooking systems, the automatic fire extinguishing system shall be required to comply with the applicable provisions of Sections 904.11 through 904.11.4.”

(19) Section 907.8.6, is hereby amended to read as follows:

“**907.8.6 Excessive False Alarms.** An excessive number of false alarms shall be defined as two (2) alarm activations for a fire alarm system within a 60 (sixty) day period provided that any such activations are not the result of a cause reasonably beyond the

control of the owner, tenant or operator of the building. In the event of an excessive number of false alarms, the fire code official may order the building owner, tenant or operator of the building, or party responsible for the building to take reasonable actions necessary to prevent false alarms. These actions may include: repair or replacement of the faulty alarm components, addition of tamper proof devices, modification of system design, and repair of other building components which affect alarm system performance. The fire code official may also require the building owner, tenant or operator or party responsible for the building to obtain an approved maintenance contract with a qualified fire alarm maintenance technician as required by NFPA 72 to provide continuous maintenance service of the system.”

(20) Section 1013.2 is amended by adding a second paragraph before the exceptions as follows:

“All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914.4 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier.”

(21) Section 1029.5.1 is amended by the addition of the following paragraphs:

“For all building permits issued after the effective date of Ordinance (1997 UBC Adoption), all escape and rescue windows requiring a window well pursuant to the International Building Code shall comply with the dimension requirements set forth in this section, whether or not said escape or rescue window is located in a sleeping room.

With regard to building permits issued prior to the effective date of Ordinance (1997 UBC Adoption) for additions to or alterations of existing buildings or structures, any window well with a finished sill height below adjacent ground level shall be deemed in compliance with the Towns regulations if said window well meets the dimensions set forth in the 1991 Edition of the Uniform Building Code, previously in effect in the town.”

(22) Section 5601.1.3 Fireworks, is hereby amended to read as follows:

“**5601.1.3 Fireworks.** The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.”

Exceptions:

1. Storage and handling of fireworks as allowed in Section 5604.
2. The use of fireworks for display as allowed in Section 5608.

(23) Appendix A is deleted in its entirety:

(24) Appendix B is hereby deleted in its entirety and readopted to read as follows:

APPENDIX B
FIRE-FLOW REQUIREMENTS FOR BUILDINGS

SECTION B101 GENERAL

“B101.1 Scope. The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings.”

SECTION B102 DEFINITIONS

“B102.1 Definitions. For the purpose of this appendix, certain terms are defined as follows:

FIRE-FLOW. The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for firefighting.

FIRE-FLOW CALCULATION AREA. The floor area, in square feet (m²), used to determine the required fire flow.”

SECTION B103 MODIFICATIONS

“B103.1 Decreases. The fire chief is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.”

“B103.2 Increases. The fire chief is authorized to increase the fire-flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall not be more than twice that required for the building under consideration.”

“B103.3 Areas without water supply systems. For information regarding water supplies for firefighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142 or the *International Wildland-Urban Interface Code*.”

SECTION B104 FIRE-FLOW CALCULATION AREA

“B104.1 General. The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in Section B104.3.”

“B104.2 Area separation. Portions of buildings which are separated by fire walls without openings, constructed in accordance with the International Building Code, are allowed to be considered as separate fire-flow calculation areas.”

“B104.3 Type 1A and Type 1B construction. The fire-flow calculation area of buildings constructed of Type 1A and Type 1B construction shall be the area of the three largest successive floors.”

Exception:

Fire-flow calculation area for open parking garages shall be determined by the area of the largest floor

SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

“B105.1 One- and two-family dwellings. The minimum fire-flow requirements for one- and two-family dwellings shall be 1,000 gallons per minute in urban areas and 500 gallons per minute in rural areas.”

Exception:

A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.

“B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.”

Exception:

A reduction in required fire-flow of up to 75 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.

TABLE B105

APPLICATION	FIRE FLOW REQUIREMENTS (gpm)	SPACING BETWEEN HYDRANTS (feet)	MAXIMUM DISTANCE FROM ANY POINT ON A STREET OR ROAD FRONTAGE TO A HYDRANT (feet)
Commercial	1500	600	300
Urban Residential	1000	800	400
Rural Residential	500	800	400

SECTION B106 REFERENCED STANDARDS

ICC IBC—12 International Building Code B104.2, Table B105.1

ICC IWUIC—12 International Wildland-Urban Interface Code B103.3

NFPA 1142—12 Standard on Water Supplies for Suburban and Rural Fire Fighting B103.3

(25) Appendix C is hereby deleted in its entirety and readopted to read as follows:

SECTION C101 GENERAL

“C101.1 Scope. Fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, hereafter constructed.”

SECTION C102 LOCATION

“C102.1 Fire hydrant locations. Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets.”

SECTION C103 NUMBER OF FIRE HYDRANTS

“C103.1 Fire hydrants available. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table B105 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted.”

SECTION C104 CONSIDERATION OF EXISTING FIRE HYDRANTS

“C104.1 Existing fire hydrants. Existing fire hydrants on public streets are allowed to be considered as available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads.”

SECTION C105 DISTRIBUTION OF FIRE HYDRANTS

“C105.1 Hydrant spacing. The average spacing between fire hydrants shall not exceed that listed in Table B105.”

Exception:

The fire chief is authorized to accept a deficiency of up to 10 percent where existing fire hydrants provide all or a portion of the required fire hydrant service.

Regardless of the average spacing, fire hydrants shall be located such that all points on streets and access roads adjacent to a building are within the distances listed in Table B105.”

(26) Appendix D is hereby deleted in its entirety and readopted to read as follows.

APPENDIX D FIRE APPARATUS ACCESS ROADS

SECTION D101 GENERAL

“D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.”

SECTION D102 REQUIRED ACCESS

“D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds (36,287 kg).”

“D102.2 Access road construction. All access roadways must be all weather driving surfaces capable of supporting fire apparatus. Surface shall be asphalt, concrete, or compacted road base.

- a. Compacted road base or chip shall only be used for a temporary emergency access. Temporary access shall be available as long as the site is under construction. Thereafter permanent fire lanes shall be accessible and unobstructed at all times.
- b. All permanent points of access shall be hard decks consisting of asphalt or concrete designed to HS 20 or support 40 ton.
- c. All required access roads must be installed and serviceable before aboveground construction begins.”

SECTION D103 MINIMUM SPECIFICATIONS

“D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm) exclusive of shoulders. (See Figure D103.1).”

“D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception:

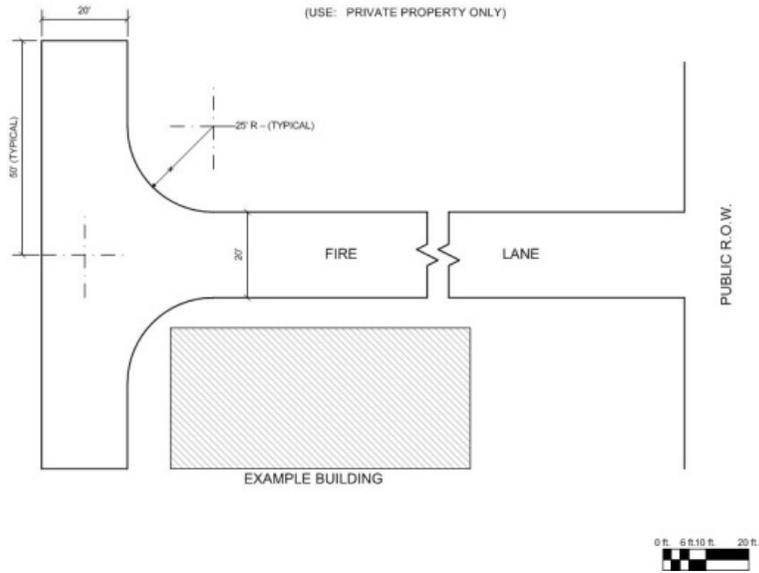
Grades steeper than 10 percent as approved by the fire code official.”

“D103.3 Turning radius. The minimum turning radius shall be 25 feet inside radius and 50 feet outside radius.”

Figure D103.1

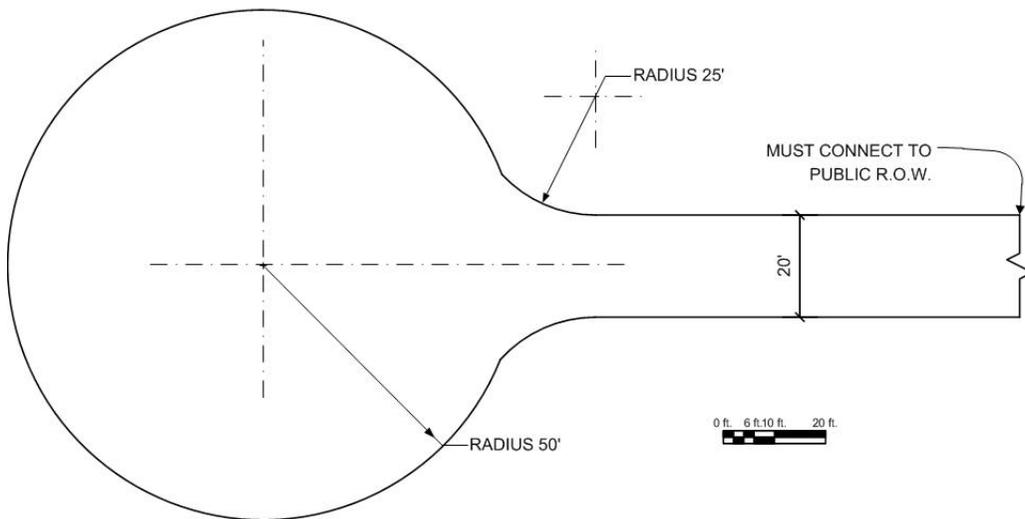
100' HAMMERHEAD
EMERGENCY ACCESS EASEMENT

(USE: PRIVATE PROPERTY ONLY)

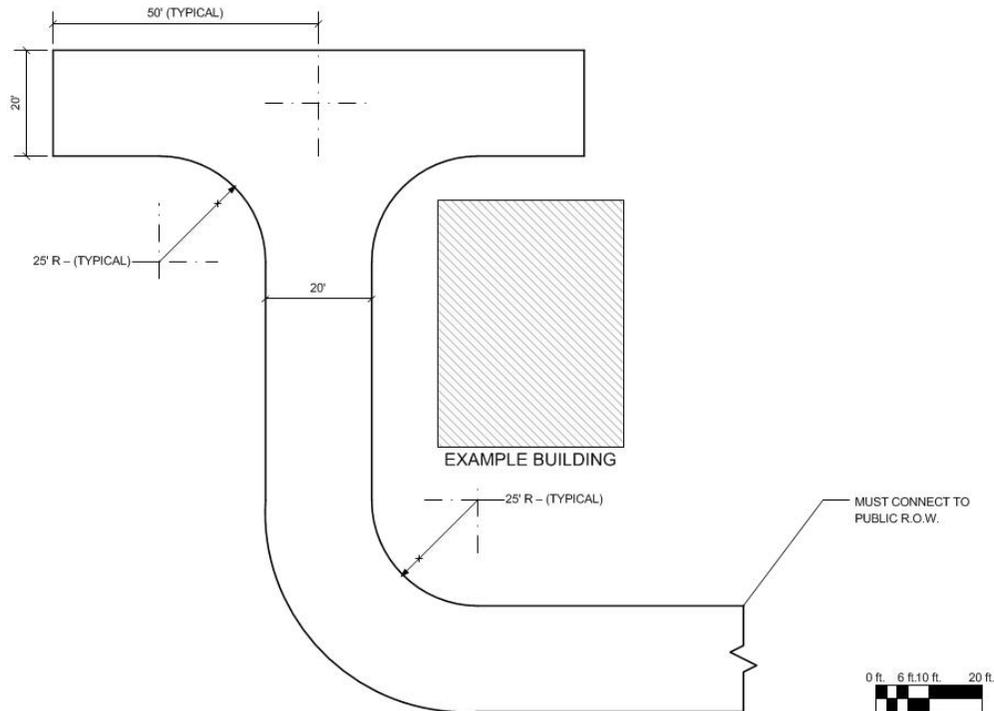


100' DIAMETER
CUL-DE-SAC

FOR USE ON PUBLIC OR PRIVATE PROPERTY



**ALTERNATIVE HAMMERHEAD
EMERGENCY ACCESS EASEMENT
(FIRE LANE)
USE: PRIVATE PROPERTY ONLY**



“D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.”

**TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-660	20	100-foot hammerhead, 100-foot Cul-de-sac in accordance with Figure D103.1
Over 660	Special Approval Required	

“D103.4.1 Second Point of Access Required. A second point of access shall be required when the primary access roadway exceeds 660 feet in length.”

“D103.4.2 Third Point of Access Required. A third point of access will be required when any access road exceeds a distance of 1,320 feet (1/4 mile) in length.”

“D103.4.3 Fourth Point of Access Required. A fourth point of access will be required when access road exceeds a distance of 2,640 feet (1/2 mile) in length.”
Note: Distances are measured as the hose would lay.”

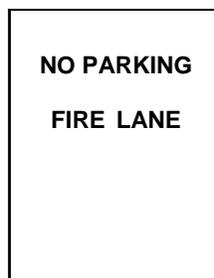
“D103.4.4 Access location. Where two or more points of access are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line.”

“D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum gate width shall be 20 feet (6096 mm).
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
6. Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools or when a key box containing the key(s) to the lock is installed at the gate location.
7. Gate design and locking device specifications shall be submitted for approval by the fire code official prior to installation.
8. Electric gate operators, where provided, shall be listed in accordance with UL325.
9. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.”

“D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required.”

Figure D103.6



“D103.6.1 Roads 20 to 26 feet in width. Fire apparatus access roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.”

“D103.6.2 Roads more than 26 feet in width. Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754mm) shall be posted on one side of the road as a fire lane.”

SECTION D104 COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

“D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall provide fire apparatus access for each structure at least 30 feet in width.”

“D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross building area of more than 62,000 square feet (5760 m²) shall be provided with two separate and approved fire apparatus access roads.”

Exception:

Projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems.”

“D104.3 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.”

SECTION D105 AERIAL FIRE APPARATUS ACCESS ROADS

“D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.”

“D105.2 Width. Fire apparatus access roads shall have a minimum unobstructed width of 30 feet (7925 mm) in the immediate vicinity of any building or portion of building more than 30 feet (9144 mm) in height.”

“D105.3 Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4572 mm) and a maximum of 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building.”

“D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the *fire code official*.”

SECTION D106 MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENTS

“D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.”

Exception:

Projects having up to 200 dwelling units may have a single approved fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout with approved automatic sprinkler systems installed in accordance with Section 903.3.1.1 or 903.3.1.2.

“D106.2 Projects having more than 200 dwelling units. Multiple-family residential projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.”

SECTION D107 ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS

“D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.”

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not exceed 30 dwelling units unless fire apparatus access roads will connect with future development, as determined by the fire code official.

SECTION D108 REFERENCED STANDARDS

ASTM F 2200—05 Standard Specification for Automated Vehicular Gate Construction
ICC IFC—12 International Fire Code
UL 325—02 Door, Drapery, Gate, Louver, and Window Operators and Systems, with Revisions through February 2006

- (40) Appendix H is hereby adopted in its entirety.
(41) Appendix I is hereby adopted in its entirety.
(42) Appendix J is hereby deleted in its entirety.

Section 3. Code Revision

Because this Ordinance revises an article of the Municipal Code, minor changes such as format, numbering and other changes necessary to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 4. Severability

If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each part of parts hereof irrespective of the fact that any one or parts be declared unconstitutional or invalid.

Section 5. Penalty Clause

Any person or corporation who violates a provision of this Code or this Chapter or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of the Code or Chapter shall be subject to the penalties referenced in Chapter 1, Article 4: General Penalty of the Town of Timnath Municipal Code.

Section 6. Effective Date

This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, ON MARCH 25, 2014, AND SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON APRIL 8, 2014 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH COLORADO AND ORDERED PUBLISHED BY THIS TITLE THIS 25th DAY OF MARCH 2014.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING
PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON APRIL 8, 2014.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk



TOWN COUNCIL & TDA COMMUNICATION

Meeting Date: April 8, 2014	Item: Boxelder Basin Regional Stormwater Authority Update	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> For Information X
Presented by: Don Taranto		

Boxelder Basin Regional Stormwater Authority (BBRSA) was formed by Intergovernmental Agreement (IGA) in 2008 with the purpose of funding and implementing regional stormwater improvements. BBRSA Members include Fort Collins, Larimer County, and Wellington. Timnath is a financial partner by separate IGA with the BBRSA.

There are three remaining BBRSA projects scheduled for completion by July 2015 with an estimated total cost of \$11.75 million: (1) Construction of a detention facility on the east side of I-25; (2) a flood control crossing of the Larimer & Weld Canal; and (3) improvements to CR52 to prevent road overtopping.

The BBRSA has received low interest loans from the Colorado Water Conservation Board (CWCB) that can be used for property acquisition and regional stormwater project design and construction costs.

A new IGA is required between Fort Collins, Larimer County and Timnath to fund a portion of the costs associated with improvements at County Road 52. The three parties have agreed to share equally in splitting the estimated (\$1.04 Million).

The updated Benefit/Cost Ratio for the BBRSA projects is 3.95. Such a high B/C ratio demonstrates the dramatic benefits of these regional improvements.

In addition to the BBRSA projects, Fort Collins and Timnath are preparing a Sixth Amendment to an IGA between the two communities concerning the Boxelder overflow. This amendment cost shares 50/50 the costs of improvements to Prospect Road west of I-25. The projects have a currently estimated cost of \$4 million. These projects, in conjunction with the BBRSA projects will allow the culverts under I-25 to all be opened, which will result in the elimination of the Boxelder I-25 split flow path thru Timnath.

**TOWN OF TIMNATH
ORDINANCE NO. 6, SERIES 2014,**

**AN ORDINANCE APPROVING SIXTH AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

(Regarding Cooperation on Annexation, Growth Management and Related Issues)

THIS SIXTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Amendment”) is made and entered into this ____ day of March, 2014, by and between THE TOWN OF TIMNATH, COLORADO, a Colorado home rule town (hereinafter referred to as “Timnath”), and THE CITY OF FORT COLLINS, COLORADO, a Colorado home rule municipal corporation (hereinafter referred to as “Fort Collins”).

RECITALS

WHEREAS, on February 17, 2009, Timnath and Fort Collins entered into an intergovernmental agreement relating to annexation, growth management and related issues, which agreement resolved certain differences that had arisen between the parties regarding a variety of planning and growth management issues (the “Intergovernmental Agreement”); and

WHEREAS, on March 3, 2010, the parties executed a First Amendment to Intergovernmental Agreement which extended the periods of time within which Fort Collins was to amend the Fort Collins Growth Management Area (“FCGMA”) and Timnath was to provide written notice to Fort Collins of its intent to exercise its option to purchase the Vangbo Property, as those terms are defined in the Intergovernmental Agreement; and

WHEREAS, on February 2, 2011, the parties executed a Second Amendment to Intergovernmental Agreement, which extended the period of time within which Fort Collins was to amend the FCGMA; and

WHEREAS, on February 21, 2012, the parties executed a Third Amendment to Intergovernmental Agreement, which extended until February 12, 2013, the period of time within which both parties will amend the boundaries of their growth management areas; and

WHEREAS, the parties determined that development of the Boxelder Overflow Project originally contemplated by Timnath as described in the Intergovernmental Agreement would be neither feasible nor desirable, and further identified a mutually beneficial alternative approach to address flood impacts in the Boxelder Creek Basin as it impacts Timnath and Fort Collins, referred to as the Boxelder Creek Flood Mitigation Projects; and

WHEREAS, on November 13, 2012, the parties executed a Fourth Amendment to Intergovernmental Agreement to move forward cooperatively to further investigate, conceptually plan and preliminarily design the Boxelder Creek Flood Mitigation Projects in coordination with the Boxelder Basin Regional Stormwater Authority (BBRSA), and the parties agreed to the use of a portion of the funds previously paid into an escrow account by Fort Collins in accordance with Article 7 of the Intergovernmental Agreement to match \$250,000 in funding from Timnath for related planning and design; and

WHEREAS, on February 5, 2013, the parties executed a Fifth Amendment to Intergovernmental Agreement, which extended the period of time within which both parties will amend the boundaries of their growth management areas; and

WHEREAS, since the time of the Fourth Amendment, the parties have provided a total of \$500,000 in funds for design and engineering work for identified project components to be carried out under the direction of BBRSA, in accordance with the terms of the Fourth Amendment; and

WHEREAS, in light of the design and engineering work so completed, and the ongoing discussion and consideration of options for mutually beneficial stormwater management approaches related to the mutual purposes of the parties, the parties have now identified updated projects of mutual benefit and developed an agreed upon approach to the completion of additional improvements; and

WHEREAS, accordingly, the parties are entering into this Sixth Amendment to Intergovernmental Agreement so as to clarify and document their intentions and mutual rights and responsibilities with respect to the Boxelder Creek Flood Mitigation Projects.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Article 7 Superseded and Replaced. Article 7 of the Intergovernmental Agreement, as adopted in the Fourth Amendment, is hereby deleted and replaced in its entirety with the following:

ARTICLE 7
BOXELDER CREEK FLOOD MITIGATION PROJECTS

7.1 Escrowed Funds. As originally agreed by the parties, Fort Collins paid the total amount of Two Million Dollars (\$2,000,000) into escrow in specified installments, originally intended for use for reimbursement of Timnath for up to fifty percent of Timnath's incurred costs in the design, engineering, right-of-way acquisition and construction of the Boxelder Overflow Project. Funds in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) have been

withdrawn from escrow and applied by the parties to certain purposes consistent with and as described in the Fourth Amendment. Remaining funds in the amount of One Million Seven Hundred and Fifty Dollars (\$1,750,000) (the “Escrowed Funds”) shall be available to the parties for use in accordance with and as set forth in this Article.

7.2 Boxelder Creek Flood Mitigation Projects. The parties agree and hereby acknowledge that it is in the best interest of both Fort Collins and Timnath to work cooperatively and in coordination with the BBRSA to design and construct projects along Boxelder Creek and its associated flow paths to mitigate the impacts of flooding for the mutual benefit of the parties as well as the region. Accordingly, the parties have developed a general plan for storm drainage improvements to significantly reduce the 100-Year stormwater runoff within both the Boxelder Creek Drainage Basin and the Cooper Slough Drainage Basin that contribute to the flooding potential in Boxelder Creek. The plan consists of one set of projects to be designed and constructed by the BBRSA and a second set of projects to be funded, designed and constructed by Fort Collins and Timnath. The two sets of projects are together referred to as the Boxelder Creek Flood Mitigation Projects, the individual components of which are more fully described below:

(a) BBRSA Projects. The BBRSA Projects shall include the following:

(1) East Side Detention Facility (“ESDF”): A stormwater detention facility to be constructed on the east side of Interstate 25 adjacent to the Gray Lakes Reservoirs that includes an earthen embankment between County Road 50 and County Road 52, an un-gated 12’ x 8’ box culvert outfall, a reinforced spillway, and related appurtenances;

(2) Larimer Weld Canal Crossing Structure (“LWCCS”): A defined weir on the south side of the Larimer Weld Canal at its crossing with Boxelder Creek crossing located approximately one mile south of ESDF that includes a lowered canal embankment fortified with grouted rip rap and related appurtenances; and

(3) County Road 52 Improvements: The installation of four 4’ x 20’ concrete box culverts under County Road 52, tree removal along the north side of the roadway, grading an area within the adjacent golf course north of County Road 52 and related appurtenances.

(b) Fort Collins/Timnath Projects. The Fort Collins/Timnath Projects shall include the following:

(1) Lake Canal Crossing of Boxelder Creek: A siphon and associated appurtenances to transport flows in the Lake Canal beneath Boxelder Creek just west of Interstate Highway 25;

(2) Boxelder Creek Outfall and Prospect Road Improvements: A side spill weir (split flow channel) and flood conveyance channel on Boxelder Creek upstream of Prospect Road along with six 12' x 4' concrete box culverts beneath Prospect Road west of Interstate Highway 25, associated utility relocations (i.e. electric, water, wastewater, gas and telecommunications), roadway restoration, and a flood conveyance channel south of Prospect Road to the Poudre River and associated appurtenances; and

(3) Boxelder Creek at Interstate Highway 25: Drainageway and channel improvements and grading adjacent to and upstream (east) of Interstate Highway 25 and the opening of two existing blocked culverts beneath Interstate Highway 25.

7.3 Cost Sharing. The parties agree and hereby acknowledge that it is in the best interests of both Fort Collins and Timnath to cooperate in making use of the Escrowed Funds to match expenditures by Timnath for the design, engineering, and permitting of the Fort Collins/Timnath Projects, as specified in this Section and consistent with this Article.

(a) The parties agree that Fort Collins shall be entitled to use a portion of the Escrowed Funds not to exceed Two Hundred Thousand and 00/100th Dollars (\$200,000.00) to match a payment by Timnath, or the TDA on behalf of Timnath for costs that have been or will be incurred by Fort Collins to proceed with the design, engineering and right-of-way acquisition for the Fort Collins/Timnath Projects described in Section 7.2(b), as more specifically described in Section 7.5. Escrowed Funds in the amount of Two Hundred Thousand and 00/100th Dollars (\$200,000.00) shall be released to Fort Collins by the escrow agent upon request for the purposes described in this Section 7.3(a). Timnath, or the TDA on behalf of Timnath, shall provide funding in the amount of Two Hundred Thousand and 00/100th Dollars (\$200,000.00) to Fort Collins within ten (10) business days of the release of escrow funds to Fort Collins. The parties agree to direct the escrow agent managing said funds to disburse said funds in a manner consistent with this provision. The parties acknowledge that said funds provided by Timnath are intended to pay fifty percent (50%) of the invoices and payments made by Fort Collins to carry out the design, engineering and right-of-way acquisition for the Fort Collins/Timnath Projects. Timnath or the TDA on behalf of Timnath shall be entitled to review all invoices and other documentation related to said payments in order to verify the use of funds in accordance with this Article. Timnath acknowledges and agrees that, should Timnath arrange for performance by the TDA of any Timnath's obligations hereunder, Timnath shall continue to be responsible to Fort Collins for full and satisfactory completion of any of such obligations.

(b) The parties agree that Fort Collins shall be entitled to use a portion of the Escrowed Funds not to exceed Two Hundred Fifty Thousand and 00/100th Dollars (\$250,000.00) to match a payment by Timnath, or the TDA on behalf of Timnath for

costs to be incurred by Fort Collins to proceed with the work necessary to complete the Lake Canal Crossing of Boxelder Creek described in Section 7.2(b)(1). Escrowed Funds in the amount of Two Hundred Fifty Thousand and 00/100th Dollars (\$250,000.00) shall be released to Fort Collins by the escrow agent upon request for the purposes described in this Section 7.3(b). Timnath, or the TDA on behalf of Timnath, shall provide funding in the amount of Two Hundred Fifty Thousand and 00/100th Dollars (\$250,000.00) to Fort Collins within ten (10) business days of the release of escrow funds to Fort Collins. The parties agree to direct the escrow agent managing said funds to disburse said funds in a manner consistent with this provision. The parties acknowledge that said funds provided by Timnath are intended to pay fifty percent (50%) of the invoices and payments made by Fort Collins to carry out the work necessary to complete the Lake Canal Crossing of Boxelder Creek described in Section 7.2(b)(1). Timnath or the TDA on behalf of Timnath shall be entitled to review all invoices and other documentation related to said payments in order to verify the use of funds in accordance with this Article. Timnath acknowledges and agrees that, should Timnath arrange for performance by the TDA of any Timnath's obligations hereunder, Timnath shall continue to be responsible to Fort Collins for full and satisfactory completion of any of such obligations.

(c) The parties agree that Fort Collins shall be entitled to use all remaining Escrowed Funds, which are expected to total One Million Three Hundred Thousand and 00/100th Dollars (\$1,300,000), along with any previously released funds under Sections 7.3(b) and 7.3(c) that are remaining and available after completion of the projects described in Sections 7.3(b) and 7.3(c), to match payments by Timnath, or the TDA on behalf of Timnath, for costs to be incurred by Fort Collins in connection with contracts for work to complete the Fort Collins/Timnath Projects, including any design, engineering, right-of-way acquisition, or permitting not fully funded through the payments identified in Section 7.3(a) and 7.3(b), and construction of the Fort Collins/Timnath Projects. All remaining Escrowed Funds shall be released to Fort Collins by the escrow agent upon request from Fort Collins at any time after January 1, 2015, to be used for the purposes described in this Section 7.3(c). The parties agree to direct the escrow agent managing said funds to disburse said funds in a manner consistent with this provision. The parties acknowledge that Fort Collins may be required to pay from its own funds an additional amount of up to Two Hundred and Fifty Thousand and 00/100th Dollars (\$250,000) to fully fund fifty percent (50%) of the total cost of the Fort Collins/Timnath Projects (which total cost is referred to herein as the "Total Project Cost", and is currently estimated to be Four Million Dollars (\$4,000,000.00)), and further that the Escrowed Funds, together with such additional Fort Collins funds, are intended as a match to payments by Timnath, or the TDA on behalf of Timnath on invoices for the work described in this Section 7.3(c). Timnath, or the TDA on behalf of Timnath, shall provide funding in the amount of fifty percent (50%) of the Total Project Cost to Fort Collins within ten (10) business days of the release of escrow funds to Fort Collins under this Section 7.3(c). Timnath or the TDA on behalf of Timnath shall be entitled to review

all invoices and other documentation related to said contract in order to verify the use of funds in accordance with this Amendment. Timnath acknowledges and agrees that, should Timnath arrange for performance by the TDA of any Timnath's obligations hereunder, Timnath shall continue to be responsible to Fort Collins for full and satisfactory completion of any of such obligations.

(d) If the BBRSAs Projects described in Section 7.2 (a) are completed prior to full completion of the Fort Collins/Timnath Projects described in Section 7.2(b), Timnath, or the TDA on behalf of Timnath, shall place into escrow any unpaid balance of the total amount of funds needed to pay fifty percent (50%) of the Total Project Cost, or of the most current estimated total cost to complete the construction of the Fort Collins/Timnath Projects, pursuant to Section 7.3(e), if higher than the Total Project Cost, and Fort Collins shall commence the work described in Section 7.2(b)(3). The work described in Section 7.2(b)(3) shall not be performed until these funds have been placed in escrow. To the extent not already released pursuant to Section 7.3(a), (b) or (c), these funds shall be released to Fort Collins by the escrow agent upon request in order to allow Fort Collins to proceed with the work described in Section 7.2(b). The parties agree to direct the escrow agent managing said funds to disburse said funds in a manner consistent with this provision. The parties acknowledge that said funds are intended to be used for the purposes and in the manner described in the foregoing Section 7.3(c), and are subject to the same conditions and procedures as provided therein.

(e) In the event that the Total Project Cost exceeds the estimate stated in Section 7.3(c), Fort Collins agrees to provide Timnath, or the TDA on behalf of Timnath documentation confirming the need to increase the estimated amount deemed to constitute the Total Project Cost. However, the parties agree that any increase in Total Project Cost in excess of Five Hundred Thousand Dollars (\$500,000) shall be subject to mutual approval and agreement by the parties. Notwithstanding any provision in this Agreement to the contrary, Fort Collins and Timnath, or the TDA on behalf of Timnath agree that each party shall pay its own costs in the negotiation and preparation of this Agreement.

7.4 Fort Collins to Provide or Contract for Services. Fort Collins agrees to provide or contract for the services required to carry out the Fort Collins/Timnath Projects identified in Section 7.2(b), subject to the conditions and requirements of this Article. Fort Collins shall maintain appropriate documentation and make any reports, data or design deliverables produced available to the parties for review and use in connection with the completion of the Fort Collins/Timnath Projects. Fort Collins shall upon request provide to Timnath work scope and specifications and pricing documents and contracts for work to be completed by Fort Collins hereunder.

7.5 Design and Engineering of the Projects. Fort Collins is responsible for the initiation and completion of design engineering as necessary in order to determine actual design

and related costs and to allow said Projects to proceed. This work is intended to allow for the efficient design and expedited construction schedule. Fort Collins has provided or contracted for, or will provide or contract for, the following:

(a) Preparation and completion of the conceptual design of the projects to include hydraulic modeling and collaboration with upstream BBRSA projects, adjacent potential property development and other current and planned projects near the project site;

(b) Initiation of Final Design (including appropriate geotechnical investigations, structural design, flood conveyance and stream design, stability analysis, stream restoration, utility relocation, and associated items) in order to prepare estimated costs for final design, real estate acquisition, permitting, engineering and construction; and,

(c) Project management and coordination to include meetings with representatives of Fort Collins, Timnath, the BBRSA, United States Army Corps of Engineers (USACE), the Colorado Water Conservation Board (CWCB), irrigation companies and adjacent property owners.

7.6 Milestones for the Boxelder Creek Flood Mitigation Projects. The following are milestones for the completion of the Boxelder Creek Flood Mitigation Projects:

(a) The targeted construction start date for the Lake Canal Crossing of Boxelder Creek Improvements described in Section 7.2(b)(1) is January 15, 2015.

(b) The targeted construction start date for water main utility relocations associated with the Boxelder Creek Outfall and Prospect Road Improvements described in Section 7.2 (b)(2) is March 1, 2015.

(c) The targeted construction start date for the remainder of work associated with the Boxelder Creek Outfall and Prospect Road Improvements described in Section 7.2(b)(2).is June 1, 2015,

(d) The targeted construction start date for the Boxelder Creek at Interstate Highway 25 -- Drainageway and channel improvements and grading adjacent to and upstream (east) of Interstate Highway 25 and the opening of two existing blocked culverts beneath Interstate Highway 25 is the later of either October 1, 2015, or completion of the BBRSA Projects described in Section 7.2(a) and payment by Timnath of funds as required in Section 7.3(d).

7.7 Satisfaction of Obligations. It is the intent of the parties that the performance of the requirements of this Article 7 fully satisfies any obligation that Fort Collins may have to

Timnath to contribute to the management of storm drainage waters flowing from Boxelder Creek insofar as such waters or the floodplain related thereto, may affect property within Timnath's municipal boundaries or within the TGMA. Accordingly, Timnath has released Fort Collins and its officers, employees, agents and assigns, from any and all claims or causes of action of any kind whatsoever for any monetary damages or for any other remedy at law or in equity arising from, connected with or in any way related to the flow, blockage or diversion of storm waters from Boxelder Creek, the installation, operation and maintenance of culverts and other storm water facilities related to that portion of I-25 that is adjacent to the TGMA, or the determination of rainfall standards for areas within Timnath's municipal boundaries or the TGMA, insofar as such claim or cause of action is based upon any acts or omission of Fort Collins or any of its officers, employees, agents or assigns, on or before the Effective Date.

The parties acknowledge and agree that, in the 1980's, at Fort Collins' request, the Colorado Department of Highways (CDOT) installed two additional box culverts under I-25 at a location that would, if the culverts were opened, allow a substantially greater volume of storm runoff to flow from Boxelder Creek under I-25 and into portions of the Fort Collins GMA and municipal limits and that such increased flows could do considerable damage to property within such area and that, in order to properly manage and contain such flows, extensive new storm water facilities must be constructed. Accordingly, both parties agree that no officer, employee, agent or assign, shall attempt, directly or indirectly, at any time after the execution of this Agreement, to persuade CDOT to take any action that would reasonably be expected to result in the opening of said culverts, until such time as the Boxelder Creek Flood Mitigation Projects, or other stormwater improvements satisfactory to the parties, are complete. In addition, if a third party takes, or attempts to take, any such action prior to the completion of said projects, Timnath agrees to support Fort Collins' opposition to such action by providing a letter to CDOT to that effect upon the request of Fort Collins.

7.8 No Admission of Liability. Nothing in this Article or elsewhere in this Agreement shall in any way or manner be construed as an admission of liability by Fort Collins or its officers or employees for any claim for damages arising from or in any way related to the lack of construction of the Boxelder Overflow Project, construction of the Boxelder Flood Mitigation Projects, the overflow of waters from Boxelder Creek, FEMA's designation of certain areas within the TGMA as being within a floodplain, or any related matters, nor shall anything herein be construed as a waiver of any defenses, limitations and immunities established pursuant to the Colorado Government Immunity Act (SS24-10-101, et seq. C.R.S.), the United States and Colorado Constitutions, or under the common law or laws of the State of Colorado or of the United States, including but not limited to Section 42 U.S.C. 1983.

2. No Further Modification. Except as expressly amended by this Amendment, the Intergovernmental Agreement is unmodified and shall continue in full force and effect.

3. Binding Agreement. Both Timnath and Fort Collins intend that this Amendment shall be binding upon them.

4. Amendments. This Amendment may only be amended, changed, modified or altered in writing, signed by both parties hereto.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

6. Jointly Drafted; Rules of Construction. The parties hereto agree that this Amendment was jointly drafted, and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

7. Defined Terms. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth in the Intergovernmental Agreement.

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

THE TOWN OF TIMNATH, COLORADO

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

THE CITY OF FORT COLLINS, COLORADO

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



TIMNATH COUNCIL COMMUNICATION

Meeting Date: 4/8/14	Item: An Ordinance Amending the 2014 Budget for the Town of Timnath	Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> For Information <input type="checkbox"/>
Presented by: Christine Harwell, Finance Director		
EXECUTIVE SUMMARY: The purpose of this ordinance is to amend the Town's 2014 Budget to reflect updated cost estimates on expenditures and revenues.		
STAFF RECOMMENDATION: Staff recommends approval of this Ordinance.		
KEY POINTS/SUPPORTING INFORMATION: <ul style="list-style-type: none"> Town Council adopted the 2014 Budget in December 2013. Increased project costs and anticipated revenues warrant a budget amendment. 		
ADVANTAGES: <ul style="list-style-type: none"> Brings the budget into alignment with anticipated/corrected revenues and expenditures. 		
DISADVANTAGES: None.		
FINANCIAL IMPACT: <ul style="list-style-type: none"> Aligns the budget with corrected revenues and expenditures. 		
RECOMMENDED MOTION: I move approval of Ordinance No. 7, Series 2014 entitled An Ordinance Amending the 2014 Budget for the Town of Timnath.		
ATTACHMENTS: 1. Ordinance 2. Budget Amendment		

**TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 7, SERIES 2014**

**AN ORDINANCE AMENDING THE 2014 BUDGET
FOR THE TOWN OF TIMNATH, COLORADO**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:

WHEREAS, the Town Council for the Town of Timnath (the “Town”) adopted a budget appropriating monies to be expended from its General Fund for the fiscal year 2014 as follows:

General Fund	\$ 10,642,222; and
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WHEREAS, the necessity has arisen for additional expenditures by the Town due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the unanticipated expenditure of funds in excess of those appropriated for the fiscal year 2014; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town as follows:

Section 1. The budget for the fiscal year 2014 is amended as follows:

General Fund	\$ 11,662,222
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Section 2. The amount stated above is hereby appropriated from the revenues of the Town to the funds named above for the purpose stated.

Section 3. The Budget Amendment herein approved and adopted shall be signed by the Mayor and the Town Clerk and made part of the public records of the Town.

Section 4. If any part, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this Ordinance.

Section 5. All prior ordinances or parts thereof in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal any repealer clause in such ordinance nor revive any ordinance thereby.

Section 6. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy available for inspection by the public during regular business hours.

Section 7. The Budget Amendment is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Chairperson in consultation with applicable staff and consultants.

Section 8. This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON APRIL 22nd 2014 AT THE TIMNATH TOWN HALL, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 8TH DAY OF APRIL, 2014.

MOVED , SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON APRIL 22ND, 2014.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk

**TOWN OF TIMNATH
GENERAL FUND
FORECASTED 2014 BUDGET AS ADOPTED
WITH 2014 AMENDED**

4/2/14

		2014 ADOPTED	2014 AMENDED
1	BEGINNING FUND BALANCE	\$ 7,199,310	\$ 7,589,812
2	REVENUE		
3	TAXES		
4	Property tax	28,867	28,867
5	Specific ownership tax	18,900	18,900
6	Sales and use tax	403,400	573,500
7	Motor vehicle sales tax	125,500	125,500
8	Use tax - building materials	1,159,300	1,159,300
9	TOTAL TAXES	<u>1,735,967</u>	<u>1,906,067</u>
10	INTERGOVERNMENTAL		
11	1/4 cent sales tax	84,200	84,200
12	Highway Users Tax (HUTF)	74,900	74,900
13	Conservation Trust Fund (Lottery)	8,200	8,200
14	Cigarette tax	8,100	8,100
15	Severance tax	4,400	4,400
16	50% road tax	10,100	10,100
17	Motor vehicle registration fees	9,100	9,100
18	Reimbursable costs	1,750,000	-
19	Capital - Riverbend project (transfer from TDA)	-	2,200,000
20	Capital - Offsite sewer extension (transfer from TDA)	-	144,168
21	Intergovernmental agreement - TDA general	1,853,875	2,021,891
22	TOTAL INTERGOVERNMENTAL	<u>3,802,875</u>	<u>4,565,059</u>
23	LICENSES, FEES AND CHARGES		
24	Sales and use tax and business license fees	12,000	12,000
25	Liquor license fees	150	150
26	Building permit fees	754,400	754,400
27	Annexation fees	112,000	112,000
28	Community development fees	20,000	20,000
29	Admin fees	214,600	214,600
30	Impact fees	1,339,400	1,339,400
31	Development fees from developers	20,000	20,000
32	SIA settlement	1,300,000	1,300,000
33	Developer charge backs	175,000	175,000
34	Other	7,500	7,500
35	TOTAL LICENSE, FEES AND CHARGES	<u>3,955,050</u>	<u>3,955,050</u>

**TOWN OF TIMNATH
GENERAL FUND
FORECASTED 2014 BUDGET AS ADOPTED
WITH 2014 AMENDED**

4/2/14

		2014 ADOPTED	2014 AMENDED
36	OTHER		
37	Franchise fees	115,300	115,300
38	Fines and forfeitures	8,500	8,500
39	Net investment income	10,100	10,100
40	Miscellaneous	5,000	5,000
41			
	OTHER	138,900	138,900
42	Total revenue	9,632,792	10,565,076
43	TRANSFERS IN		
44	Grant Fund	118,200	118,200
45	Total transfers in	118,200	118,200
46	Total funds available	16,950,302	18,273,088
47	EXPENDITURES		
48	GENERAL GOVERNMENT		
49	Town Council expenditures	4,600	4,600
50	Town Administration - salaries and benefits	377,400	377,400
51	Town Clerk - elections	2,000	2,000
52	County Treasurer and other fees	12,800	12,800
53	Town Administration - contracted	-	-
54	Dues and memberships for Town	14,000	14,000
55	Finance - contracted	248,500	248,500
56	Human resources - contracted	12,000	12,000
57	Information Technology - contracted	50,000	50,000
58	Information Technology - hardware and software	50,000	50,000
59	Legal - contracted	253,800	253,800
60	Legal - special	100,000	100,000
61	Audit	18,700	18,700
62	Consulting	10,000	10,000
63	Insurance	51,100	51,100
64	Town Office	55,200	55,200
65	Town celebrations	25,800	25,800
66	Economic development	100,000	100,000
67	Miscellaneous	25,200	25,200
68			
	TOTAL GENERAL GOVERNMENT	1,411,100	1,411,100

**TOWN OF TIMNATH
GENERAL FUND
FORECASTED 2014 BUDGET AS ADOPTED
WITH 2014 AMENDED**

4/2/14

		2014 ADOPTED	2014 AMENDED
69	MUNICIPAL COURT		
70	Municipal Judge	6,000	6,000
71	Legal	13,200	13,200
72	Administration	200	200
73	TOTAL MUNICIPAL COURT	19,400	19,400
74	COMMUNITY DEVELOPMENT		
75	Salaries and benefits	-	-
76	Memberships	500	500
77	Planner - contracted	230,000	230,000
78	Master planning studies	60,000	60,000
79	Contracted - engineer	10,000	10,000
80	Contracted - building permits	55,000	55,000
81	Code enforcement	20,000	20,000
82	County fees	-	-
83	Developer project review	325,000	325,000
84	Miscellaneous	1,700	1,700
85	TOTAL COMMUNITY DEVELOPMENT	702,200	702,200
86	PUBLIC SAFETY		
87	Salaries and benefits	239,750	239,750
88	General office and administration	11,330	11,330
89	Equipment	23,300	23,300
90	Contracted services	32,400	32,400
91	Vehicles and maintenance	12,000	12,000
92	Training	6,900	6,900
93	Other	4,800	4,800
94	TOTAL PUBLIC SAFETY	330,480	330,480

**TOWN OF TIMNATH
GENERAL FUND
FORECASTED 2014 BUDGET AS ADOPTED
WITH 2014 AMENDED**

4/2/14

2014 ADOPTED	2014 AMENDED
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95	PUBLIC WORKS		
96	Salaries and benefits	111,500	111,500
97	Engineer and public works - contracted	150,000	150,000
98	Contracted services - general engineering	180,000	180,000
99	Mosquito control	35,000	35,000
100	Weed control	15,000	15,000
101	Grading	15,000	15,000
102	Custodial and utilities	2,400	2,400
103	Building and general maintenance/repairs	20,000	20,000
104	Vehicles - repairs and maintenance	28,000	28,000
105	Materials	7,000	7,000
106	Equipment rentals	2,000	2,000
107	Holiday decorations	2,500	2,500
108	Snow plowing	20,000	20,000
109	Street sweeping	6,000	6,000
110	Street lighting	43,000	43,000
111	Signal maintenance	8,000	8,000
112	Drainage	10,000	10,000
113	Road maintenance/resurfacing	200,000	200,000
114	Landscape maintenance	25,000	25,000
115	Street signs	7,000	7,000
116	Street striping	30,000	30,000
117	Town clean up day	8,000	8,000
118	Tractor lease	16,000	16,000
119	Miscellaneous	11,600	11,600
120	TOTAL PUBLIC WORKS	953,000	953,000
121	PARKS AND RECREATION		
122	General park development	20,000	20,000
123	Reservoir lease	110,000	110,000
124	Harmony Bridge sculpture	100,000	100,000
125	Poudre Trail - regional - corridor	79,800	79,800
126	Poudre Trail - regional - county	143,130	143,130
127	Poudre Trail - regional - design	10,000	10,000
128	Poudre Trailhead park	200,000	200,000
129	Timnath Reservoir trail and park	250,000	250,000
130	Timnath South regional park - construction	300,000	300,000
131	Timnath South regional park - master plan	90,000	90,000
132	Wildwing park	200,000	200,000
133	TOTAL PARKS AND RECREATION	1,502,930	1,502,930

**TOWN OF TIMNATH
GENERAL FUND
FORECASTED 2014 BUDGET AS ADOPTED
WITH 2014 AMENDED**

4/2/14

		2014 ADOPTED	2014 AMENDED
134	CAPITAL OUTLAY		
135	DOLA loan	70,112	70,112
136	Financial software	-	-
137	Harmony Road phase IIA	-	-
138	Harmony Road phase IIB	199,000	199,000
138	Three Bells/Harmony Traffic Signal	-	-
139	Three Bells/Harmony Turn Lane	200,000	200,000
139	Bethke warning lights	36,000	36,000
140	Summerfield Parkway Ditch Crossing	710,000	710,000
141	Riverbend Road	780,000	2,200,000
142	Offsite sewer extension	1,100,000	2,200,000
143	Emergency preparedness	30,000	30,000
144	Boxelder	2,000,000	500,000
145	Old Town Improvements - Phase II	100,000	100,000
146	Old Town sewer connections	160,000	160,000
147	Old Town sewer tap fees	238,000	238,000
148	Public Works equipment	-	-
149	Website upgrade	50,000	50,000
150	Development review	-	-
151	Bridge repairs	-	-
152	Intergovernmental transfer - TDA	-	-
153	Other	50,000	50,000
154		<u>5,723,112</u>	<u>6,743,112</u>
	TOTAL CAPITAL OUTLAY		
155	Total expenditures	<u>10,642,222</u>	<u>11,662,222</u>
156	ENDING FUND BALANCE	<u>\$ 6,308,080</u>	<u>\$ 6,610,866</u>



TOWN COUNCIL COMMUNICATION

Meeting Date: April 8, 2014	Resolution 23, Series 2014 A RESOLUTION AUTHORIZING AARON PEARSON AS SIGNOR ON TOWN OF TIMNATH FIRST NATIONAL BANK CHECKING ACCOUNT.	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Discussion <input type="checkbox"/>
Presented by: Dezire Sanchez Accountant		
EXECUTIVE SUMMARY: This Resolution will allow Aaron Pearson to be an authorized signor on the Town of Timnath First National Bank Checking Account. The Town of Timnath First National Bank Checking account requires 2 signatures.		
ADVANTAGES: All Council members are to be authorized signors on the First National Bank checking account.		
DISADVANTAGES: None		
FINANCIAL IMPACT: This is an administrative action with no financial impact.		
RECOMMENDED MOTION: I move for approval of Resolution Series 2014, A Resolution Approving Aaron Pearson as signor on the Town of Timnath First National Bank Checking Account.		
ATTACHMENTS: Resolution 23 , Series 2014		

TOWN OF TIMNATH, COLORADO

RESOLUTION NO. 23 , SERIES 2014

**A RESOLUTION AUTHORIZING AARON PEARSON AS SIGNOR ON THE TOWN OF
TIMNATH FIRST NATIONAL BANK CHECKING ACCOUNT.**

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

WHEREAS, Town policy is that material agreements and other documents requiring formal Town approval should be approved by resolution; and

WHEREAS, Aaron Pearson is granted authorization to sign checks issued on the Town of Timnath First National Bank Checking Account.

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

Section 1. Approval

The Town hereby approves the authorization of Aaron Pearson as signor on the Town of Timnath First National Bank Checking Account.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN OF TIMNATH, ON APRIL 8,
2014.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk



TOWN COUNCIL COMMUNICATION

Meeting Date: 04/08/14	Item: A Resolution Authorizing the Town Manager to Sign Dedication of Easement Documents	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> For Information <input type="checkbox"/>
Presented By: Brian Williamson		
EXECUTIVE SUMMARY: Resolution authorizing the Town Manager to execute Easements dedicated to the Town for the purposes of Emergency Access, Access, or Utilities		
STAFF RECOMMENDATION: Staff recommends approval of this resolution authorizing the execution of Easements.		
KEY POINTS/SUPPORTING INFORMATION: This resolution will authorize the Town Manager to execute the attached standard agreement , which will allow the town to receive minor easements dedicated by separate document via an administrative process.		
ADVANTAGES: Town will be able to accept standard easements via an administrative process.		
DISADVANTAGES: N/A		
FINANCIAL IMPACT: None.		
RECOMMENDED MOTION: I move to approve Resolution No. 24, Series 2014, a Resolution Authorizing the Town Manager to sign Dedication of Easement Documents.		
ATTACHMENTS: <ol style="list-style-type: none"> 1. Resolution 24 , Series 2014 2. Exhibit of Example Emergency Access Easement Instrument 		

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 24, SERIES 2014**

**A RESOLUTION AUTHORIZING APRIL D. GETCHIUS AS SIGNOR FOR THE TOWN
OF TIMNATH FOR PURPOSES OF ACCEPTING EASEMENTS DEDICATED TO THE
TOWN.**

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

WHEREAS, Town policy is that material agreements and other documents requiring formal Town approval should be approved by resolution; and

WHEREAS, April D. Getchius is granted authorization to sign dedication of easement documents assigned to the Town of Timnath.

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

Section 1. Approval

The Town hereby approves the authorization of April D. Getchius as signor on Dedication of Easement documents.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN OF TIMNATH, ON APRIL
8TH, 2014.**

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk

DEDICATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned _____ (“Grantor”), being the owner of certain real property in Larimer County, Colorado legally described as _____ in the Larimer County Records, in consideration of Ten Dollars (\$10.00) in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby dedicate, transfer, and convey to the Town of Timanth, Colorado, a Municipal Corporation (“Town”), whose mailing address for purposes of this easement is 4800 Goodman Drive, Timnath CO, 80547, for public use forever a non-exclusive permanent easement for (*State purpose of easement; e.g., emergency access, etc.*) in the Town of Timanth, County of Larimer, State of Colorado, more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Easement”).

The Town’s rights under the Easement include the right to install, operate, access, maintain, repair, reconstruct, remove and replace within the Easement public improvements consistent with the intended purpose of the Easement, as described above; the right to install, maintain and use gates in any fences that cross the Easement; the right to mark the location of the Easement with suitable markers; and the right to permit other public utilities to exercise these same rights. Grantor reserves the right to use the Easement for purposes that do not interfere with the full enjoyment of the rights hereby granted.

The Town shall be responsible for maintenance of its own improvements and for repairing any damage caused by its activities in the Easement, but the Town’s acceptance of this dedication *shall not* trigger a duty on the part of the Town to maintain the Easement or improvements in the Easement that are not owned by the Town. Grantor will maintain the surface of the Easement in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.

Except as expressly permitted in an approved plan of development or other written agreement with the Town, neither Grantor, nor Grantor’s successors and assigns, will install on the Easement, or permit the installation on the Easement, of any building, structure, improvement, fence, retaining wall, sidewalk, tree or other landscaping (other than usual and customary grasses and other ground cover). In the event such obstacles are installed in the Easement, the Town shall have the right to require the Grantor to remove such obstacles from the Easement. If Grantor does not remove such obstacles, the Town may remove such obstacles without any liability or obligation for repair and replacement thereof, and charge the Grantor the Town’s costs for such removal. If the Town chooses not to remove the obstacles, the Town will not be liable for any damage to the obstacles or any other property to which they are attached.

The rights granted to the Town by this Easement shall run with the land and shall inure to the benefit of the Town’s agents, licensees, permittees and assigns.

[SIGNATURE ON FOLLOWING PAGE]

Witness our hands and seals this ___ day of _____, 20__.

Grantor:

By: _____

Title: _____

Name and Address:

ATTEST:

By: _____

Title: _____

State of _____)

) ss

County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____, and _____ as _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

This Deed of Dedication is accepted by the Town Manager of the Town of Timanth this _____ day of _____, 20__.

April Getchius
Town Manager

ATTEST:

Town Clerk



TIMNATH COUNCIL COMMUNICATION

Meeting Date: 4/8/14	Item: A Resolution Authorizing the Hiring of Public Works Seasonal Employees	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> For Information <input type="checkbox"/>
Presented by: April D. Getchius, AICP		
<p>EXECUTIVE SUMMARY: Although the changes and opportunities the Town is providing are exciting, it is beginning to stretch our resources. Public Works is assuming greater responsibility this year. The opening of WildWing Park for soccer, the opening of the pond near Wal-Mart for recreation and the opening of the reservoir will all add to the Public Works workload. As a result, we are requesting the addition of two seasonal employees – one for general public works support and one for the monitoring of the reservoir and the pond near Wal-Mart.</p>		
<p>STAFF RECOMMENDATION: Staff recommends approval of this resolution.</p>		
<p>KEY POINTS/SUPPORTING INFORMATION:</p> <ul style="list-style-type: none"> • Public Works currently employs two full time people to manage the public works needs of the Town. • Additional work load which includes the monitoring of the reservoir, trash cleanup and increased mowing responsibilities are requiring more hours than two full time employees. • Seasonal employees will provide the support during the time of year most needed and will not add to the Towns permanent FTE's. 		
<p>ADVANTAGES:</p> <ul style="list-style-type: none"> • Provides needed public works support during the summer season. 		
<p>DISADVANTAGES:</p> <ul style="list-style-type: none"> • None. 		
<p>FINANCIAL IMPACT:</p> <ul style="list-style-type: none"> • These individuals will be paid approximately \$12.50 per hour. We are assuming they will work from approximately May 1 to September 30. • The expenditure for each person is estimated to be approximately \$15,000 for a total of \$30,000. • The funding is available in the budget and will be drawn from budget savings in Public Works and Community Development. 		
<p>RECOMMENDED MOTION: I move approval of Resolution No. 25, Series 2014 entitled “Authorizing the Hiring of Public Works Seasonal Employees.</p>		
<p>ATTACHMENTS: Resolution.</p>		

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 25, SERIES 2014**

**A RESOLUTION AUTHORIZING THE HIRING OF PUBLIC WORKS SEASONAL
EMPLOYEES**

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

WHEREAS, expanding opportunities are resulting in expanding responsibilities for the Public Works Department; and

WHEREAS, additional seasonal help is required to accommodate increased workload.

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

Section 1. Repeal

The Town Council hereby authorizes the hiring of two seasonal employees for the Public Works Department.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON APRIL 8, 2014.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk



TOWN COUNCIL COMMUNICATION

Meeting Date: April 8, 2014	Item: Resolution 26, Series 2014, A Resolution Approving Continuing the Pooled Insurance Coverage with Colorado Employer Benefit Trust (CEBT) for the Town of Timnath from July 1, 2014 through June 30, 2015.
Presented by: April Getchius, AICP Town Manager	
<p>BACKGROUND:</p> <p>Staff recommends continuing with the 3 plans we currently have through CEBT (Colorado Employers Benefit Trust). Timnath is in the small group pool (1800 employees).</p> <p><i>CEBT is a multiple employer trust for public institutions providing employee benefits. Since 1980 CEBT has grown to approximately 17,000 employees and over 200 participating groups. The Trust is governed by a board of trustees made up of representatives from participating groups. The Trust fund is approaching \$100,000,000 in premium deposits.</i></p> <p>Over all health insurance policy premiums for 2014-2015 will increase by 7%</p> <p>The Town contributes up to \$800/month per full-time employee towards health, dental, vision and life insurance benefits offered by the Town. Any unused contribution is forfeited and is not paid to the employee.</p> <p>Additional quotes were received from Willis of Colorado (CEBT administrator) and PFS Insurance Group (private broker) for: CEBT renewals and other United Health plans; Anthem BC/BS plans; Rocky Mountain Health plans and Kaiser Permanente plans.</p> <p>We were quoted on High Deductible, HSA, PPO, HMO and EPO Plans. Overall premiums of these plans ranged from \$5,235 to \$11,425/month. The options available had either similar benefits with higher premiums than our current plans' renewal rates or entailed a significant decrease in benefits for similar premiums.</p>	
<p>FINANCIAL IMPACTS: Stabilization of health insurance costs, with the opportunity to be in a pool with the ability to spread risk and enjoy economies of scale for cost. Potential to receive a month's premium reprieve each year, which would further magnify the savings.</p>	
<p>RECOMMENDED MOTION:</p> <p>I move to adopt Resolution 26, Series 2014, A Resolution Approving Continuing the Pooled Insurance Coverage with Colorado Employer Benefit Trust (CEBT) for the Town of Timnath from July 1, 2014 through June 30, 2015.</p>	

TOWN OF TIMNATH

RESOLUTION NO. 26 , SERIES 2014

A RESOLUTION APPROVING CONTINUING THE POOLED INSURANCE COVERAGE WITH COLORADO EMPLOYER BENEFIT TRUST (CEBT) FOR THE TOWN OF TIMNATH FROM JULY 1, 2014 THROUGH JUNE 30, 2015.

WHEREAS, the Town Council of the Town of Timnath adopted the 2014 annual budget in accordance with the Local Government Budget Law (set forth at Title 29, Article 1 of the Colorado Revised Statutes), on December 10, 2013; and

WHEREAS, health insurance for the Town currently renews annually on July 1; and

WHEREAS, renewal of health insurance affects both the 2014 and 2015 budgets, and

WHEREAS, staff requested additional proposals, reviewed them all and prepared a recommendation regarding the most cost effective coverage for the Town as well as the best value for coverage to the employees; and

WHEREAS, the Town Council has determined that continuing with the Colorado Employers Benefit Trust pool is the most cost effective and will provide the best value of insurance, thereby spreading risk to a larger group of participants;

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Timnath during the 2014 and 2015 budget years, coverage with Colorado Employers Benefit Trust is approved effective from July 1, 2014 until June 30, 2015.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 3. This Resolution shall be in full force and effect upon its passage and approval.

INTRODUCED, READ, ADOPTED AND APPROVED by the Town Council of the Town of Timnath, upon a motion duly made, seconded and passed at its meeting held April 8, 2014.

TOWN COUNCIL
TOWN OF TIMNATH

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk



TOWN COUNCIL COMMUNICATION

Meeting Date: April 8, 2014	Item: 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.”	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input checked="" type="checkbox"/>
Presented by: Gary White	KEY POINTS/SUPPORTING INFORMATION: <p>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.”</p>	
ADVANTAGES: N/A		
DISADVANTAGES: N/A		
FINANCIAL IMPACT: N/A		
RECOMMENDATIONS: I move to enter into Executive Session “For _____.”		
ATTACHMENTS: N/A		