TOWN OF TIMNATH
TOWN COUNCIL
Tuesday, January 12, 2016, at 6:00 P.M.
4800 Goodman Street, Timnath, Colorado

1. CALL TO ORDER AND ROLL CALL
   Mayor        Jill Grossman-Belisle
   Councilmember Bill Neal
   Councilmember Aaron Pearson
   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 December 8, 2015, Town Council Meeting Minutes
   b. Approval of the Check Registers

5. REPORTS
   a. Mayor and Council

6. ORDER OF BUSINESS:
   a. ORDINANCE NO. 1, SERIES 2016, SECOND READING, PUBLIC HEARING, Timnath Ranch
      Seventh Filing Amendment to the Official Zoning Map
      Presented by Matt Blakely, Contracted Town Planner
   b. RESOLUTION NO. 1, SERIES 2016, A Resolution Approving the Wildwing Final Plat
      Presented by Matt Blakely, Contracted Town Planner
   c. RESOLUTION NO. 2, SERIES 2016, A Resolution Regarding Annual Administrative Matters for the
      Town of Timnath
      Presented by Robert Rogers, Contracted Town Attorney
   d. RESOLUTION NO. 3, SERIES 2016, A Resolution Approving the Website Privacy Policy
      Presented by Robert Rogers, Contracted Town Attorney
   e. RESOLUTION NO. 4, SERIES 2016, A Resolution Approving the Contract with Mantooth
      Presented by April Getchius, Town Manager
   f. RESOLUTION NO. 5, SERIES 2016, A Resolution Approving the Engagement Letter with Carolyn White
      Presented by April Getchius, Town Manager
   g. RESOLUTION NO. 6, SERIES 2016, A Resolution Approving the Snow Removal Policy
h. **RESOLUTION NO. 7, SERIES 2016**, A Resolution Approving the Contract with Bruen Media  
   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 Robert Rogers, Contracted Town Attorney

7. **ADJOURNMENT**
Town of Timnath
Regular Meeting Minutes
Tuesday, December 8, 2015
IMMEDIATELY FOLLOWED THE TDA MEETING AT 6:00 P.M.

Meeting was held at Timnath Administration Building,
4800 Goodman Street, Timnath, Colorado

1. CALL TO ORDER AND ROLL CALL:
Mayor Grossman-Belisle called to order the meeting of the Town Council on Tuesday, December 8, 2015, at 6:02 p.m.

   Present:
   a. Mayor Jill Grossman-Belisle
   b. Councilmember Bill Neal
   c. Councilmember Paul Steinway
   d. Councilmember Bryan Voronin – arrived at 6:20 p.m.

   Absent:
   a. Councilmember Aaron Pearson

   Also Present:
   a. April Getchius, Town Manager
   b. Milissa Peters, Town Clerk
   c. Sherri Wagner, Police Chief
   d. Robert Rogers, Contracted Town Attorney
   e. Don Taranto, Contracted Town Engineer
   f. Matt Blakely, Contracted Town Planner
   g. Brian Williamson, Contracted Town Planner
   h. Kevin Koelbel, Contracted Town Planner
   i. Christine Harwell, Contracted Finance Director
   j. Landon Hoover, Wildwing Development, LLC
   k. Kristen Turner, Timnath Ranch 7th Filing

2. AMENDMENTS TO THE AGENDA:
   a. Item 6b was tabled.
   b. Item 6j was removed.

3. PUBLIC COMMENT ON NON-AGENDA ITEMS:
   a. NONE

4. CONSENT AGENDA:
   a. Approval of the November 10, 2015, Town Council Meeting Minutes
   b. Approval of the Check Register
c. ORDINANCE NO. 1, SERIES 2016, FIRST READING, SET PUBLIC HEARING, Timnath Ranch Seventh Filing Amendment to the Official Zoning Map

d. RESOLUTION NO. 83, SERIES 2015, A Resolution Approving the 2016 CIRSA Property/Casualty contribution

e. RESOLUTION NO. 84, SERIES 2015, A Resolution Approving the CEBT Employee Health Insurance

f. RESOLUTION NO. 85, SERIES 2015, A Resolution Approving the Firearms Contract

g. RESOLUTION NO. 86, SERIES 2015, A Resolution Approving the 2016 Law Enforcement Agreement with the Larimer County Sheriff’s Office

h. RESOLUTION NO. 87, SERIES 2015, A Resolution Approving the Poudre River Trail Payment

i. RESOLUTION NO. 88, SERIES 2015, A Resolution Approving the BBC Change Order

j. RESOLUTION NO. 89, SERIES 2015, A Resolution Approving the Change Order #1 to the Standard Services Agreement with APEX Pavement Solutions for the 2015 Road Maintenance Program

k. RESOLUTION NO. 90, SERIES 2015, A Resolution Authorizing a Mail Ballot Election and Setting Forth Other Details Relating Thereto

l. RESOLUTION NO. 91, SERIES 2015, A Resolution Approving the Amended Brunner Farms Block Diversity Plan

m. RESOLUTION NO. 92, SERIES 2015, A Resolution Approving the Purchase of a Water Tap from the Fort Collins-Loveland Water District for the Timnath Community Park Restroom Building

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

5. REPORTS:
   a. Mayor/Council-
      i. Holiday Lighting success.
      ii. New sign in the traffic circle on Main Street.
      iii. Mayor asked about community emergency training and Chief Wagner responded with single officer response training.

   b. Staff- Included in the packet

6. ORDER OF BUSINESS:
   a. ORDINANCE NO. 12, SERIES 2015, SECOND READING, PUBLIC HEARING, An Ordinance Approving the Wildwing Subdivision Planned Development Overlay

Staff Comments:
   • Mr. Blakely spoke to Council about the proposed ordinance.

Mayor Grossman-Belisle opened the public hearing at 6:15 p.m.

Public Comments:
Mayor Grossman-Belisle closed the public hearing at 6:15 p.m.

**Councilmember Neal moved to approve ORDINANCE NO. 12, SERIES 2015, An Ordinance Approving the Wildwing Subdivision Planned Development Overlay.** Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.

b. **TABLED UNTIL JANUARY 12, 2016 at 6:00 p.m. - RESOLUTION NO. 93, SERIES 2015, A Resolution Approving the Wildwing Final Plat**

Staff Comments:
- Mr. Blakely spoke to Council about the proposed resolution.


Staff Comments:
- Ms. Getchius spoke to Council about the proposed ordinance.

Town Council Questions and Comments:
- Councilmember Steinway asked about use tax collection and Ms. Harwell explained the proposed 2015 budget compared to actual 2015 collection.
- Mr. Blakely further explained the permit process as it compares to the use tax collection.

Mayor Grossman-Belisle opened the public hearing at 6:29 p.m.

Public Comments:
- NONE

Mayor Grossman-Belisle closed the public hearing at 6:29 p.m.

**Councilmember Steinway moved to approve ORDINANCE NO. 13, SERIES 2015, An Ordinance Of The Town Council Of The Town Of Timnath, Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The Town Of Timnath, Colorado, For The Calendar Year Beginning On The First Day Of January, 2016, And Ending On The Last Day Of December, 2016.** Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

d. **ORDINANCE NO. 14, SERIES 2015, SECOND READING, PUBLIC HEARING, An Ordinance Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purpose as set Forth Below, for the Town of Timnath, Colorado, for the 2016 budget year.**

Staff Comments:
- Ms. Getchius spoke to Council about the proposed ordinance.
Mayor Grossman-Belisle opened the public hearing at 6:32 p.m.

Town Council Questions and Comments:
- Councilmember Steinway asked the staff communicate often and closely with Council on the big budget projects.

Public Comments:
- NONE

Mayor Grossman-Belisle closed the public hearing at 6:32 p.m.

**Councilmember Neal moved to approve ORDINANCE NO. 14, SERIES 2015, An Ordinance Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purpose as set Forth Below, for the Town of Timnath, Colorado, for the 2016 budget year. Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.**

**e. RESOLUTION NO. 94, SERIES 2015, A Resolution Approving the Mill Levy Certification**

Staff Comments:
- Ms. Getchus spoke to Council about the proposed resolution.

**Councilmember Steinway moved to approve RESOLUTION NO. 94, SERIES 2015, A Resolution Approving the Mill Levy Certification. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.**

**f. ORDINANCE NO. 15, SERIES 2015, SECOND READING, PUBLIC HEARING, An Ordinance Approving the Town of Timnath Land Use Code Amendment.**

Staff Comments:
- Mr. Williamson spoke to Council about the proposed ordinance.

Mayor Grossman-Belisle opened the public hearing at 6:34 p.m.

Public Comments:
- NONE

Mayor Grossman-Belisle closed the public hearing at 6:34 p.m.

**Councilmember Neal moved to approve ORDINANCE NO. 15, SERIES 2015, An Ordinance Approving the Town of Timnath Land Use Code Amendment. Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.**

**g. RESOLUTION NO. 95, SERIES 2015, A Resolution Approving the Patrol Vehicle Lease Between the Town of Timnath and Ford Credit Municipal Finance**

Staff Comments:
- Chief Wagner spoke to Council about the proposed resolution.

**Councilmember Steinway moved to approve RESOLUTION NO. 95, SERIES 2015, A Resolution Approving the Patrol Vehicle Lease Between the Town of Timnath and Ford Credit Municipal Finance. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.**
h. RESOLUTION NO. 96, SERIES 2015, A Resolution Approving the Timnath Ranch 7th Filing Comprehensive Plan Amendment
   Staff Comments:
   • Mr. Blakely spoke to Council about the proposed resolution.

   Town Council Questions and Comments:
   • Councilmember Steinway asked about the proposed price point and size and Ms. Turner stated that there were no estimates at this time.

   Councilmember Neal moved to approve RESOLUTION NO. 96, SERIES 2015, A Resolution Approving the Timnath Ranch 7th Filing Comprehensive Plan Amendment. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

i. RESOLUTION NO. 97, SERIES 2015, A Resolution Ratifying the Letter of Engagement with Porzak Browning & Bushong, LLP
   Staff Comments:
   • Ms. Getchius spoke to Council about the proposed resolution.

   Councilmember Steinway moved to approve RESOLUTION NO. 97, SERIES 2015, A Resolution Ratifying the Letter of Engagement with Porzak Browning & Bushong, LLP. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

j. REMOVED - EXECUTIVE SESSION

7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 6:43 p.m.

Town Council approved the December 8, 2015, Town Council Meeting Minutes on January 12, 2016.
### Town of Timnath

**Payment Approval Report - check register**

**Report dates:** 10/1/2015-12/31/2015

Dec 29, 2015 10:31AM

#### Vendor List

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**Poudre Valley REA**
12052015A | 209 Poudre Valley REA | 12052015A | Dec 2015 Weitzel Street | 12/05/2015 | 154.52
Total 12052015A: | | | | | __154.52__

12052015B | 209 Poudre Valley REA | 12052015B | Dec 2015 Harmony & Weitzel | 12/05/2015 | 176.59
Total 12052015B: | | | | | __176.59__

12052015C | 209 Poudre Valley REA | 12052015C | Dec 2015 Cty 3 & Harmony | 12/05/2015 | 61.17
Total 12052015C: | | | | | __61.17__

12052015D | 209 Poudre Valley REA | 12052015D | Dec 2015 Cty 38 & RR | 12/05/2015 | 21.95
Total 12052015D: | | | | | __21.95__
Total Poudre Valley REA: | | | | | __414.23__

**RAM WASTE SYSTEMS, INC**
12012015 | 344 RAM WASTE SYSTEMS, INC | 12012015 | Dec 2015 waste removal services | 12/01/2015 | 104.00
344 RAM WASTE SYSTEMS, INC | 12012015 | Dec 2015 waste removal services | 12/01/2015 | 116.00
Total 12012015: | | | | | __220.00__
Total RAM WASTE SYSTEMS, INC: | | | | | __220.00__

**Rise Broadband**
12012015 | 768 Rise Broadband | 12012015 | Dec 2015 Internet | 12/01/2015 | 525.00
Total 12012015: | | | | | __525.00__
Total Rise Broadband: | | | | | __525.00__

**SAFEbuilt Colorado, Inc.**
22803-IN | 12 SAFEbuilt Colorado, Inc. | 22803-IN | Nov 2015 Code Enforcement | 11/30/2015 | 1,812.00
Total 22803-IN: | | | | | __1,812.00__

22837-IN | 12 SAFEbuilt Colorado, Inc. | 22837-IN | Nov 2015 Building Permits | 11/30/2015 | 5,765.66
Total 22837-IN: | | | | | __5,765.66__
Total SAFEbuilt Colorado, Inc.: | | | | | __7,577.66__

**ServiceMaster Clean**
12173-CS | 646 ServiceMaster Clean | 12173-CS | Dec 2015 Janitorial Services | 12/01/2015 | 397.00
646 ServiceMaster Clean | 12173-CS | Dec 2015 Janitorial Services | 12/01/2015 | 93.78
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Dated: ____________________________

Mayor: ____________________________

City Council: ______________________

City Recorder: ______________________
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| DS11072015  | DS11072015           | DS-The Rustic Oven | 11/07/2015       | 98.35        |
| DS11072015  | DS11072015           | DS-Walmart     | 11/07/2015           | 428.80       |
| DS11072015  | DS11072015           | DS-The Park    | 11/07/2015           | 15.00        |

Total DS11072015: 558.13

| DS12072015  | DS12072015           | DS-Southwest   | 12/07/2015           | 12.50        |
| DS12072015  | DS12072015           | DS-Southwest   | 12/07/2015           | 6.58         |
| DS12072015  | DS12072015           | DS-Regional Helpwanted | 12/07/2015       | 185.00       |
| DS12072015  | DS12072015           | DS-Greeley Tribune | 12/07/2015       | 93.60        |
| DS12072015  | DS12072015           | DS-Coloradoan  | 12/07/2015           | 22.00        |
| DS12072015  | DS12072015           | DS-Chickfila   | 12/07/2015           | 154.50       |
| DS12072015  | DS12072015           | DS-MISC        | 12/07/2015           | 35.00        |
| DS12072015  | DS12072015           | DS-Coloradoan  | 12/07/2015           | 22.00        |
| DS12072015  | DS12072015           | DS-Irnest      | 12/07/2015           | .99          |
| DS12072015  | DS12072015           | DS-Southwest   | 12/07/2015           | 43.99        |
| DS12072015  | DS12072015           | DS-Southwest   | 12/07/2015           | 178.98       |
| DS12072015  | DS12072015           | DS-Southwest   | 12/07/2015           | 25.00        |
| DS12072015  | DS12072015           | DS-Southwest   | 12/07/2015           | 277.97       |
| DS12072015  | DS12072015           | DS-Premiere Global | 12/07/2015      | 128.70       |
| DS12072015  | DS12072015           | DS-E470        | 12/07/2015           | 55.20        |
| DS12072015  | DS12072015           | DS-Amazon      | 12/07/2015           | 391.12       |
| DS12072015  | DS12072015           | DS-Colorado Chapter ICC | 12/07/2015     | 150.00       |

Total DS12072015: 1,783.13

| DT11072015  | DT11072015           | DT-Flexx Productions | 11/07/2015       | 152.62       |
| DT11072015  | DT11072015           | DT-Poudre Fire Authority | 11/07/2015     | 788.81       |

Total DT11072015: 941.43

| DT12072015  | DT12072015           | DT-MISC         | 12/07/2015           | 42.40        |
| DT12072015  | DT12072015           | DT-Signs Now   | 12/07/2015           | 362.32       |
| DT12072015  | DT12072015           | DT-Poudre Fire Authority | 12/07/2015     | 1,052.51     |
| DT12072015  | DT12072015           | DT-Poudre Valley Coop | 12/07/2015       | 175.72       |

Total DT12072015: 1,632.95

| JS11072015  | JS11072015           | JS-Galls        | 11/07/2015           | 294.69       |

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Total TST, INC CONSULTING ENGINEERS: 107,083.65

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Total Wright Express FSC: 1,785.14

**Xcel Energy**

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Dated: ________________________________

Mayor: ________________________________

City Council:

City Recorder: ________________________________
EXECUTIVE SUMMARY: This proposal is for a zoning map amendment in the Timnath Ranch Subdivision north of Wheatfield Lane and east of School House Drive. The proposal is for an Amendment to the Official Zoning Map on the property from MU (Mixed Use) to R-3 (Two Family and Multi-Family Residential).

The applicant is proposing Town homes for this location to align with the original Master Plan for Timnath Ranch. Mixed-Use zoning requires a minimum of two different uses on the property. R-3 is the more appropriate zoning for this property to align with the original Timnath Ranch Master Plan and to comply with the Comprehensive Plan Designation of HDR.

PLANNING COMMISSION ACTION ON 12/1/2015: At its regular scheduled meeting on December 1, 2015 the Planning Commission recommended approval to the Timnath Town council unanimously (5-0) by voice vote, with the following conditions:

a. Allow staff to continue to work with the applicant to address all unresolved technical comments to the satisfaction of Town Staff and referral agencies
b. Town Council approves the Timnath Ranch Seventh Filing Comprehensive Plan Amendment prior to the Timnath Ranch Seventh Filing Zoning Amendment approval.

STAFF RECOMMENDATION: Staff recommends the approval of the rezoning application

KEY POINTS/SUPPORTING INFORMATION:

Owner: Jon Turner
Applicant: TB Group

Legal Description/address: Tract B of the Timnath Ranch Subdivision 6th Filing
Application Type: Rezoning  Case Number: RZ-2015-002

Parcel Size (acres): 8.5  Building total (SF): N/A

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**SERVICES:**

- **Water:** Fort Collins – Loveland Water District
- **Sewer:** South Fort Collins Sanitation District
- **Fire:** Poudre Fire Authority
- **Electric:** Xcel
- **Special Districts:** Timnath Ranch Metro District

**Adjacent Zoning/Land Uses:**

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**Application Description:**

**Site Location & Layout:**

The project is proposed in Timnath Ranch Subdivision north of Wheatfield Lane and east of School House Drive. The proposal is for an Amendment to the Official Zoning Map on the property from MU (Mixed-Use) to R-3 (Two Family & Multi-Family Residential)

The rezoning application conforms to the requirements set forth in section 16.3.10.D in the Timnath Land Use Code.

**Criteria for Amendments to the Official Zoning Map.**

For the purpose of establishing and maintaining sound, stable and desirable development within the Town, the official zoning map shall not be amended except:

1. To correct a manifest error in an ordinance establishing the zoning for a specific property;
   Response: N/A

2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or
   Response: N/A

3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Town Comprehensive Plan; or
   Response: The original zoning to Mixed-Use required at least two different uses. The
use designated on the original Timnath Ranch Master Plan is a single use - Townhomes. The original zoning was incorrectly designated and did not match the intended ultimate use.

4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Town Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or
   Response: N/A

5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
   Response: The rezoning is to encourage the development of the area to provide a higher density housing type for the community.

6. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.
   Response: N/A

This declaration of criteria for zoning map amendments shall not control an amendment that occurs incidentally to a general revision of the zoning map.

Existing Zoning: MU - Mixed-Use
Proposed Zoning: R-3 – Two-Family and Multi-Family Residential
Existing Land Use: Vacant
Proposed Land Use: Multi-Family Residential

REFERRAL COMMENTS:
Not returned: AT&T Communications, Poudre School District, Poudre River Public Library District, CenturyLink, Timnath Finance, Timnath Public Works, Xcel Energy, Timnath Town Attorney, Timnath Post Office, Xcel

Returned with no comments: Safebuilt, Larimer County Department of Natural Resources, Larimer County Department of Health and Environment, Poudre Fire Authority, Timnath Community Development, Timnath Engineering, Fort Collins/Loveland Water District/South Fort Collins Sanitation District

Returned with comments: N/A

RECOMMENDED MOTION:
1. Ordinance 1, Series 2016, Timnath Ranch Seventh Filing Amendment to the Official Zoning Map and set a Public Hearing on January 12, 2016 at 6 P.M.

ATTACHMENTS:
1. Ordinance 1, Series 2016
2. Timnath Ranch Seventh Filing Rezoning Map
3. Timnath Ranch Seventh Filing Rezoning Narrative
4. Timnath Ranch Master Plan (for reference only)
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 1, SERIES 2016

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF TIMNATH FOR THE PURPOSE OF ZONING CERTAIN REAL PROPERTY LOCATED IN THE TIMNATH RANCH SUBDIVISION

WHEREAS, JON TURNER, HILLSIDE COMMERCIAL GROUP, has submitted a request for zoning of real property within the Town of Timnath more particularly described in Exhibit A and attached hereto and incorporated herein by this reference; and

WHEREAS, the Town Council finds the location of the zoning to be appropriate and in conformance with the Town Comprehensive Plan; and

WHEREAS, the zone change was recommended for approval to R-3 (Two Family and Multi-Family Residential) at a public hearing held by the Town of Timnath Planning Commission on Tuesday, December 1, 2015.

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

Section 1. Property Zoned
That Article 3 of the Timnath Land Use Codes and the map referred to therein as the "Official Zoning Map of the Town of Timnath", said map being part of said Zoning Code and showing the boundaries of the district specified, shall be and the same is hereby amended in the following particulars, to wit:

R-3 – Two Family and Multi-Family – See attached Exhibit A

Section 2. Public Hearing
The Town Council held a public hearing on Tuesday, January 12, 2016 regarding the zoning of the property.

Section 3. 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 or parts hereof irrespective of the fact that any one or parts be declared unconstitutional or invalid.

Section 4. 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 Ordinance 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 DECEMBER 8, 2015, AND SET FOR PUBLIC HEARING, AND SECOND READING AT 6:00 P.M. ON JANUARY 12, 2016 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH COLORADO AND ORDERED PUBLISHED BY TITLE THIS 8 DAY OF DECEMBER, 2015.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON JANUARY 12, 2016.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
PROPERTY DESCRIPTION

A tract of land located in Section 1, Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado and being more particularly described as follows:

Tract B, Timnath Ranch Subdivision - Sixth Filing

The above described tract of land contains 371,691 square feet or 8.533 acres more or less and is subject to all easements and right-of-way now on record or existing.
Timnath Ranch Seventh Filing Rezone
10.9.15

The Timnath Ranch Seventh Filing Rezone is intended to accompany the Timnath Ranch Seventh Filing Comprehensive Plan Amendment. The property will be subdivided into 84 or fewer attached single-family lots (townhomes). The maximum overall gross density is 9.8 dwelling units per acre. The project has densities that are consistent with the R-3 Zone District Standards and the Land Use Map of the Comprehensive Plan 2013, which is currently designated as Mixed-Use. The 8.53-acre site is located south of Sugar Creek Road, west of School House Drive and north of Wheatfield Drive. The east side of the property is adjacent to Timnath Ranch 6th Filing. This is a simple zoning ‘clean-up’. The Timnath Ranch approved Sketch Plan and Preliminary Plat has, from the inception of the project, shown townhomes as the proposed land use for this parcel.

The following written statement describes the proposal and addresses the following points:

i. **Need for the proposed rezoning;**

The Timnath Ranch Seventh Filing Rezone is intended to accompany the Timnath Ranch Seventh Filing Preliminary Plat. The parcel has been depicted as a Townhomes product since the approved Sketch Plan in 2006 without any additional uses envisioned. The proposed densities are consistent with both the R-3 Zone District and the approved Sketch Plan.

ii. **Present and future impacts on the existing adjacent zone districts, uses, and physical character of the surrounding area;**

There are no present or future impacts on the existing adjacent zone districts, uses and physical character of the surrounding area anticipated. The density and use proposed for this site are consistent with the 2013 Comprehensive Plan. The only deviation from the 2013 Comprehensive Plan is that one use is proposed rather than multiple uses.

iii. **Impact of the proposed zone on area accesses and traffic patterns;**

There will not be any traffic impacts of the Timnath Ranch Seventh Filing Rezone on the surrounding transportation system that were not already anticipated with the Mixed-Use (MU) land use designation for the site and approved Sketch Plan.

iv. **Availability of utilities for any potential development;**

- **Sanitary Service:** This property is currently included in the South Fort Collins Sanitation District and will be served by said district.
- **Water Service**: This property is currently included in the Fort Collins-Loveland Water District and will be served with potable water by said district.
- **Non-potable Water Service**: This property has access to non-potable water which will be administered by the Timnath Ranch Metro District.

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v. **Present and future impacts on public facilities and services, including, but not limited to, fire, police, water, sanitation, roadways, parks, schools, and transit;**

While there will be impacts on services with the new development, these impacts have been previously accounted for in the approved Sketch Plan. There is no change in the type of development of density from what has already been approved for the site. No new impacts are anticipated with this development.

vi. **The relationship between the proposal and the Town Comprehensive Plan;**

The rezoning is consistent with the Town’s Comprehensive Plan 2013 Land Use Goals and is compatible with the density and use as designated in the Comprehensive Plan Land Use Map which is currently Mixed Use.

vii. **Public benefits arising from the proposal.**

The public benefits achieved by this proposed rezoning are from the property taxes that the Town will collect. The development will have impacts on the Town, but will be offset by the increase in property taxes and additional residents’ spending money and increasing the Town’s sales tax base. There are no new impacts anticipated with the change of multiple uses to a single (residential) use.
EXECUTIVE SUMMARY: Final Plat proposal for approximately 234 single family lots located in Phases 2, 3, and 4 of the Wildwing Subdivision. The density in these areas will be roughly 1.27 D.U./AC. with a diversity of housing types including single family homes and patio homes.

- Phase 2 will have single family homes with lots ranging from 8,400 sq. ft. to 16,000 sq. ft.
- Phase 3 will also have single family homes with lots ranging in size from 11,000 sq. ft. to 55,500 sq. ft. and Patio homes with lots ranging from 5,500 sq. ft. to 8,600 sq. ft.
- The patio homes in Block 13 will have lots ranging from 10,462 sq. ft. to 13,548 sq. ft. There is also a future development phase, Phase 4 which is 22.5 acres.

There is a proposed pool that will be in Phase 2 and is adjacent to the neighborhood park and will contain a pool, 1,300 sq. ft. bath house, off street parking and other amenities. The pool site will require a separate Site Plan approval process. This proposed plan will have approximately 29% open space that will include a trail connection to the rest of the Wildwing subdivision, the reservoir and connect to regional trails per the prost plan.

The Final Plat as Proposed includes the addition of 1 lot to the overall project from what was approved at Preliminary Plat. The additional lot is in Phase 3 and is located along the reservoir frontage. The pocket park at the east end of the lots has been reduced in size, but still exceeds the pocket park requirement of ½ acre. The use of the pocket park has also changed from detention pond and opens space to turf and picnic tables, trail and open space. This kind of change is a minor non-substantive change that keeps the Final Plat within substantial conformance with the Preliminary Plat.

Wildwing resident Doug Hobson has submitted a letter with pocket park voting exhibits. The majority of the votes are in favor of the revised park from the Preliminary Plat.

PLANING COMMISSION DECISION: At its regular scheduled meeting on December 1, 2015 the Planning Commission recommended approval to the Timnath Town council unanimously (5-0) by voice vote, with the following conditions:

- Allow staff to continue to work with the applicant to address all unresolved technical comments to the satisfaction of Town Staff and referral agencies

KEY POINTS/SUPPORTING INFORMATION:  
Owner: Gary Hoover, WW Development, LLC  
Applicant: Gary Hoover, WW Development, LLC

Application Type: Final Plat  
Case Number: FP-2015-005

Preliminary Plat Process Schedule

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**Legal Description/Address:** Parcel(s) of land located at the southwest corner of Wildwing Drive and Latham Parkway (LCR1) in the Wildwing Subdivision

**Parcel Size (Acres):** 185 +/- total acres

**Number of Lots:** Approximately 234 residential lots in Filing 2 and 3

**Existing Zoning:** R-2  
**Proposed Zoning:** Unchanged

**Existing Land Use:** Vacant  
**Proposed Land Use:** Single-Family Residential

**Comprehensive Plan Designation:** Low Density Residential

**SERVICES:**
- Water: Weld County Water District
- Sewer: Boxelder Sanitation District
- Fire: Poudre Fire Authority
- Special Districts: Wildwing Metro District

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**C. Final Plat Review Criteria.** In addition to all provisions of this Code, the Town shall use the
following criteria to evaluate the applicant’s final plat application:

1. The final plat conforms to the approved preliminary plat and incorporates required changes, modifications and conditions attached to the approval of the preliminary plat unless otherwise approved by the Board.  
   *Note: The Final Plat is in substantial conformance with the Preliminary Plat that was approved by Town Council on August 25th, 2015. There is one additional lot for a total of 234 lots and the size of tract C (pocket park) has been reduced from 98,537 sq. ft. (2.26 acres) to 95,608 sq. ft. (2.19 acres)*

2. The development will substantially comply with this Code.  
   *Note: The Final Plat complies with the Town’s Land Use Code*

3. All applicable technical standards have been met. (Ord. 10-2002; Ord. 4-2003; Ord. 10-2004)  
   *Note: The Final Plat complies with the Town’s technical standards*

**Referral Comments:**

| Not Returned: | AT&T Communications, Poudre School District, Poudre River Public Library District, CenturyLink, Timnath Finance, Timnath Public Works, Xcel Energy, Larimer County Department of Natural Resources, Timnath Town Attorney, Timnath Post Office, North Weld County Water District, Larimer County Department of Health |
| Returned with no comments: | SafeBuilt, Timnath Police Department, Boxelder, Lake Canal, Town of Windsor |
| Returned with comments: | Poudre Fire Authority, Timnath Engineering, Northern Front Range MPO, Cache La Poudre Reservoir |

**Recommended Motion:**

Finding that a complete application was submitted and reviewed in accordance with all applicable Town regulations, the application conforms with the mission and goals of the Timnath Comprehensive Plan, and all criteria outlined in Section 16.4.7.C. of the Timnath Municipal Code have been met, I move to recommend approval of the Wildwing Final Plat, with the following conditions:

a. Allow staff to work with the owner and applicant to address minor, non-substantive modifications prior to final signatures.

**ATTACHMENTS:**

1. Resolution 1, Series 2016  
2. Public Comment – Letter from Doug Hobson dated 1/5/2016 with Pocket Park votes  
3. Final Plat  
4. Final Landscape  
5. Approved Preliminary Plat (for reference)
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 1, SERIES 2016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH APPROVING THE FINAL PLAT FOR WILDWING SUBDIVISION, GENERALLY LOCATED WEST OF AND ADJACENT TO CR-1/LATHAM PARKWAY, AND SOUTH OF AND ADJACENT TO WILDWING DRIVE

WHEREAS, WW Development, LLC (the “Developer”) has submitted a Final Plat for the Wildwing Subdivision, more particularly described in Exhibit A (legal description) and Exhibit B (Final Plat) and attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a properly noticed public hearing was held on December 1, 2015, and the above described Final Plat was recommended for approval to the Town Council by the Town of Timnath Planning Commission with the following conditions:

1. Allow staff to continue to work with applicant to address all unresolved non-substantive technical comments to the satisfaction of Town Staff and Referral Agencies

WHEREAS, a properly noticed public hearing with the Town Council was held on January 12, 2016 and upon hearing the statements of staff, the applicant(s) and giving consideration to the recommendations, the Town Council determines as provided below.

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

Section 1. Final Plat
The Final for Wildwing Subdivision is approved as presented with the following condition:
1. Allow staff to continue to work with applicant to address all unresolved non-substantive technical comments to the satisfaction of Town Staff and Referral Agencies

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF JANUARY, 2016.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Proposed for Final Plat

PROPERTY DESCRIPTION

Lots 1 through Lot 10, Block 1, Wildwing Subdivision Replat D recorded May 17, 2013 as Reception No. 20130037421 of the Records of Larimer County and Wildwing Final Plat Filing No. 1 Amendment No. 2 recorded November 25, 2008 as Reception No. 20080072267 of the Records of Larimer County, situate in the South Half of Section Twenty-four (24) and the North Half of Section Twenty-five (25), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), Town of Timnath, County of Larimer, State of Colorado.

EXCEPTING THEREFROM Lots 1 through Lot 11, Block 1, Lots 1 through Lot 7, Block 16, Lots 1 through Lot 20, Block 15, Lots 2 through Lot 3, Block 2, Lots 1 through Lot 8, Block 6, Lots 1 through Lot 4, Block 7, Lots 1 through Lot 8, Block 8, Lots 1 through Lot 3, Block 24, Tracts A, B, C, E, F, V, H-4, O-2, O-3, O-4, O-5, MM, LL, KK, L-1, JJ, Wildshore Drive Right of Way, Majestic View Drive Right of Way, Thunderview Drive Right of Way, Chandra Street Right of Way, Summerwind Court Right of Way, White Snow Court Right of Way, Water View Court Right of Way, Wildwing Drive Right of Way, Winterpeak Court Right of Way and Boundless Lane Right of Way, Wildwing Final Plat Filing No. 1 Amendment No. 2.

EXCEPTING THEREFROM Wildwing Subdivision Replat E recorded April 24, 2014 as Reception No. 20140020418 of the Records of Larimer County, Wildwing Subdivision Replat C recorded December 19, 2012 as Reception No. 20120091430 of the Records of Larimer County, Wildwing Subdivision Replat A — Corrected recorded December 12, 2012 as Reception No. 20120089533 of the Records of Larimer County, and Wildwing Subdivision Replat B recorded October 17, 2012 as Reception No. 20120072518 of the Records of Larimer County.

Said described parcel of land contains 185.089 Acres, more or less (±).
EXHIBIT B

Final Plat

[attached]
6934 Winter Peak Ct,
Wild Wing
Timnath, CO 80547

5\textsuperscript{th} January 2016.

Dear Mrs. Getchius,

Enclosed is a follow-up of our recent exchange regarding the Pocket Park issue inside the Wild Wing development. To refresh, on the 6\textsuperscript{th} December, we sent a letter to Timnath Council (to you) requesting a delay in the process for passing the plans in regard to the Wild Wing development, specific to the “Pocket Park” issue. This included comments from a number of residents. The request for delay regarded 3 conditions:

1. Request for clarification and documentation concerning the amended Preliminary Plat – Wild Wing filing 2 (dated 04/01/15)
2. Detailed plan of said Pocket Park to be shown to residents by the Developer (Hartford)
3. Involvement in ongoing discussions and planning of the park by the Developer

To summarize, all three conditions stated above have now been fully met by Hartford, including full involvement in the planning of said park, with disclosure and open discussion at a recent HOA meeting. This now raises a further issue for consideration by the Timnath Council, at the meeting on the 12\textsuperscript{th} January.

At the HOA meeting on the 14\textsuperscript{th} December 2015, Gary Hoover asked for a show of hands in support of the new revised Pocket Park plans. The result was an overwhelming support. Nevertheless, a few residents felt not ready to give their vote, and requested a broader exchange and more information from Hartford before making a choice. From that point, until the present, several email exchanges have taken place between Hartford and one or two individual residents, who have shown quite a bit of negativity towards the new green space proposal.

To capture and record the opinions of as many of the residents of Wild Wing as possible, the following actions have taken place:

1. Every household in the Wild Wing development was given a document to fill out and return, so they each had a say in the new prosed development of the Park. The options were to retain the “old” plan (option A) or to agree to the new proposed green space park plan, as shown at the HOA and described in detail by Hartford (option B). This included: a beach area at the lake (the only potential non-motorized access to the water on the north side); the placement of the water catchment outside of the park area on the other side of the road, piped underground; the gentle sloping and access footpath right up to the water’s edge; and the inclusion of one extra lot to offset costs. (Encroachment into the “old” park green space by this proposed extra plot, during the vote this encroachment was 40ft, but this was lessened to 16ft in further discussion with residents by Hartford. This also included restriction to a single story building on the plot).
2. Out of all the households, 35 responded and formally recorded their opinion. These documents have all been scanned and are included in this submission (with a hard copy of all the forms presented before the meeting).
3. Out of the 35 written responses received: 30 families are in favor of the “new” park proposal as set forth by Hartford; 4 families are against the proposal for various reasons (change in line of site, questions on accessibility by non-residents etc.); 1 family abstained.

There may be some discussion, and strong verbal challenge to these new plans for the park by a small minority at the meeting on the 12th January, but I would ask the Council to respectfully take the opinion of these 30 families of Wild Wing into consideration, well documented and verifiable, clearly stating their support of the new park proposal as outlined to them by Gary Hoover in the last few weeks.

I would also ask the Council to strongly take into consideration written opinions of these 30 families, and weigh it against the few who voice objection, and vote in favor of the new park plan and lake access as proposed by Hartford at the meeting. This way the residents of Wild Wing can all move on from this (difficult!) matter, and enjoy this wonderful green space and use the lake for many years to come.

Regards
Douglas Hobson and Daniella Leitz
6934 Winter Peak Ct; Wild Wing

douglaschobson@gmail.com Cell 571 451 8117
daniellaleitz@gmail.com Cell 970 215 0533
PHASE III POCKET PARK VOTE

NAME: Candy West
ADDRESS: 6937 Water View Court

If you'd like us to contact you with the results, please add your email address.

contact803@comcast.net

☐ OPTION A (old park)

☐ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Robert + Karen Eckhoff
ADDRESS: 6929 Summer Wind Court

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME:  Gage & Kelly Koffertette
ADDRESS:  6924 Windsor View Ct.

If you’d like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Dennis Lengle / Elinor Hitchner
ADDRESS: 6901 Water View CT.

If you'd like us to contact you with the results, please add your email address. 

Elinor.Hitchner@Gmail.com

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high

NOTE: I will agree with option B only if house is 1 story high, app. 18' at peak.

Signed by:

Elinor V. Hitchner
Dennis B. Lengle
PHASE III POCKET PARK VOTE

NAME: George & Virginia Ziegler
ADDRESS: 6915 White Snow Ct

If you'd like us to contact you with the results, please add your email address.
GZIEG @ COMCAST.NET

☐ OPTION A (old park)

☑ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Ron Pleiman & Jan Pleiman
ADDRESS: 6899 Winter Peak Ct

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: DANIELLE LEITZ & DOUGLAS HOBSON
ADDRESS: 6934 WINTER PEAK CT.

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Swindell, Mark
ADDRESS: 6927 White Snow

If you'd like us to contact you with the results, please add your email address.

Swindell15@gmail.com

☐ OPTION A (old park)

☐ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Naomi & James Roeder
ADDRESS: 6904 Summerwind Ct.

If you'd like us to contact you with the results, please add your email address.

naomiroeder@gmail.com
roederjamesw@gmail.com

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Tom & Vicki Love
ADDRESS: 6922 Winter Peak Dr.

If you'd like us to contact you with the results, please add your email address.
T. Love 91753 @ email.com

☐ OPTION A (old park)

☐ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: David Sharp & Nancy Netzel
ADDRESS: 6882 Wildshore Drive, Timnath, 80547

If you’d like us to contact you with the results, please add your email address.

sharpe-dav@gmail.com

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Tom & Kate Weinreich
ADDRESS: 2862 Thunderview

If you’d like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☐ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Feil Residence
ADDRESS: 3271 Boudinot Lane

If you'd like us to contact you with the results, please add your email address.

psfjeP@aol.com

☐ OPTION A (old park)

☑️ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Lana Pink
ADDRESS: 6801 Wildshore

If you'd like us to contact you with the results, please add your email address.

lana.pink@sbcglobal.net

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Navin and Felicia
ADDRESS: 3312 Boundless Lane

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☐ OPTION B (new park) with house on new adjacent lot limited to one story high

Frankly, I am ok with either option. It seems that option B will offer actual lake access which is a plus. The park was always planned on being in the same location so it should not be a surprise to any of the residents.
PHASE III POCKET PARK VOTE

NAME: Mark Taylor
ADDRESS: 6922 Wildshore Drive

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

✓ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Christie & Stewart Gibbons
ADDRESS: 3332 Boundless Ln
If you’d like us to contact you with the results, please add your email address.
Christiegibbons@msn.com. We choose Option B

☐ OPTION A (old park)

X OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Frank Johnson Estate of Margaret Rasmussen

ADDRESS: 3191 Boundless

If you’d like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

X OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Karen & Stew Fischer
ADDRESS: 6935 Winter Park Ck.

If you’d like us to contact you with the results, please add your email address.

skfisch@comcast.net

☐ OPTION A (old park)

☐ OPTION B (new park) with house on new adjacent lot limited to one story high
NAME: Nancy & Jerry Beauprez
ADDRESS: 6936 Keller View Court

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high

Thank you for all of your hard work!
PHASE III POCKET PARK VOTE

NAME: Don & Mary Jo Raymond
ADDRESS: 6910 Winter Peak Ct.

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☑ OPTION B (new park) with house on new adjacent lot limited to one story high

With the understanding that Gary's email dated 12/23/2015 is the final answer (16' height boundary shift instead of the original 45' boundary shift) we are satisfied with that concession & look forward to a lovely park & beach access!
PHASE III POCKET PARK VOTE

NAME: Gary & Sally Jenkins
ADDRESS: 6902 White Snow Ct.

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Ekland

ADDRESS: 6942 Wildshore Dr.

If you’d like us to contact you with the results, please add your email address.

doe@doceklund@wellingtoneye.com

☐ OPTION A (old park)

☑ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Andy Benz
ADDRESS: 3175 Majestic View Dr

If you’d like us to contact you with the results, please add your email address.

'' OPTION A (old park)

`` OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Richard & Molly Sledd
ADDRESS: 3098 Majestic View Dr

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

X OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME:  Gary McCartney
ADDRESS:  3150 Majestic View Dr. Timnath CO.

If you'd like us to contact you with the results, please add your email address.

glmccartney@email.bellsouth.net

☐ OPTION A (old park)

✓ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME:  Steve + Tania Bliis
ADDRESS:  6926 White Snow Ct.

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☑ OPTION B (new park) with house on new adjacent lot limited to one story high

Sorry for the delay

Concerns: liability, parking, costs

Non Concern: INDIVIDUALS VIEWS
PHASE III POCKET PARK VOTE

NAME: Kellee & Paul Mi
er
ADDRESS: 3124 Magenta View Drive

If you'd like us to contact you with the results, please add your email address.

☐ OPTION A (old park)

☒ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Koled
ADDRESS: 6914 White Snow Court

If you’d like us to contact you with the results, please add your email address.

JeanKoled@ hotmail.com

☐ OPTION A (old park)

☐ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: **DAVE SWIGERT**
ADDRESS: **6913 WATER VIEW CT**

If you'd like us to contact you with the results, please add your email address.

- **OPTION A (old park)**

- **OPTION B (new park)** with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Jack + Janna Henderson
ADDRESS: 6900 Water View Ct.

If you'd like us to contact you with the results, please add your email address.
   jhenderson1129@aal.com

☑️ OPTION A (old park)

☐ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Lisa and Jim Rosintoski
ADDRESS: 6902 Wildshore Dr.

If you'd like us to contact you with the results, please add your email address.
lisaroz22@gmail.com
jimroz22@gmail.com

☑️ OPTION A (old park)

We selected Option A as we believe the developer is responsible for "parks", as well as good intent under the metro district rules. The metro district tax money we all pay annually. Therefore, the developer "in good intent" could pay the difference for access to the lake without the need of an additional lot. In fact, more metro taxes were achieved through the additional lots recently approved.
Thank you for all your work!

☐ OPTION B (new park) with house on new adjacent lot limited to one story high
PHASE III POCKET PARK VOTE

NAME: Robert & Bonnie Clark
ADDRESS: 6912 Water View Ct

If you'd like us to contact you with the results, please add your email address.
robert.mclark.220@gmail.com
bonnie.clark@gmail.com

☐ OPTION A (old park)

☐ OPTION B (new park) with house on new adjacent lot limited to one story high

We abstain. While we do not necessarily oppose the option B park, we simply cannot vote in favor of a further impairment of our view of the reservoir, even with the height restriction equal to by Hartford.
A Replat of a Portion of Wildwing Filing No. 1 Amendment No. 2, and Lots 1 through 10, Block 1, Wildwing Subdivision Replat D, Situate in the South Half of Section 24, and Northeast Quarter of Section 25, Township 7 North, Range 68 West of the 6th P.M., Town of Timnath, County of Larimer, State of Colorado

SURVEYOR: KING SURVEYORS INC  
650 GARDEN DRIVE  
WINDSOR, CO 80550

OWNER: WW DEVELOPMENT LLC  
1218 W. ASH STREET, SUITE A  
WINDSOR, CO 80550

LIENHOLDER: BANK OF COLORADO  
1609 E. HARMONY ROAD  
FORT COLLINS, CO 80525

ENGINEER: GALLOWAY  
3760 E. 15TH STREET, SUITE 202  
LOVELAND, CO 80538

TB GROUP  
444 MOUNTAIN AVENUE  
BERTHOUD, CO 80513

LAND USE TABLE

| LOTS (235) | 62.540 ACRES | 34% |
| TRACTS (19) | 101.924 ACRES | 55% |
| RIGHT OF WAY | 20.626 ACRES | 11% |

PRELIMINARY

The undersigned, having been duly appointed and empowered by the City of Timnath, in accordance with the provisions of Section 38-1-102 of the Colorado Revised Statutes, to make and file a plat of Wildwing Filing No. 2, do hereby certify that the plat herein annexed is a true and correct plat of the said property, and that it was prepared in conformity with the requirements of the City of Timnath, and that the same has been duly recorded in the City of Timnath, and that it is now on record as Plat 2016-01 in the office of the City Clerk of the City of Timnath.
WILDWING FINAL PLAT FILING NO. 2

A Replat of a Portion of Wildwing Filing No. 1 Amendment No. 2, and Lots 1 through 10, Block 1, Wildwing Subdivision Replat D,
Situated in the South Half of Section 24, and Northeast Quarter of Section 25, Township 7 North, Range 68 West of the 6th P.M.,
Town of Timnath, County of Larimer, State of Colorado

** SEE SHEET 2 **

** SEE SHEETS 15 AND 16 FOR LINE AND CURVE TABLE **

PRELIMINARY
**SEE SHEETS 15 AND 16 FOR LINE AND CURVE TABLE**

**PRELIMINARY**
**SEE SHEETS 15 AND 16 FOR LINE AND CURVE TABLE**

**LOT 13**
9,831 SQ.FT.

**LOT 20**
9,831 SQ.FT.

**TRACT N**
669,315 SQ.FT.
15.365 ACRES

**TRACT O**
73,585 SQ.FT.
1.689 ACRES

**TRACT Q**
147,575 SQ.FT.
3.388 ACRES

**TRACT P**
121,970 SQ.FT.
2.800 ACRES

**TRACT Q**
147,575 SQ.FT.
3.388 ACRES

**TRACT Q**
147,575 SQ.FT.
3.388 ACRES

**TRACT N**
669,315 SQ.FT.
15.365 ACRES

**TRACT N**
669,315 SQ.FT.
15.365 ACRES
**SEE SHEETS 15 AND 16 FOR LINE AND CURVE TABLE**
WILDWING FINAL PLAT FILING NO. 2

**SEE SHEETS 15 AND 16 FOR LINE AND CURVE TABLE**

**PRELIMINARY**
**SEE SHEET 15 AND 16 FOR LINE AND CURVE TABLE**
**SEE SHEETS 15 AND 16 FOR LINE AND CURVE TABLE.**

PRELIMINARY

TRACT H
60,867 SQ.FT.
1.397 ACRES

TRACT G
380,489 SQ.FT.
8.735 ACRES

SHEET INDEX

SEE SHEET 12 OF 16

** SEE SHEETS 15 AND 16 FOR LINE AND CURVE TABLE.**

O:\2015096\DWG\2015096SUB-PHASE 2.dwg, 1/6/2016 10:23:00 AM
WILDWING FINAL PLAT FILING NO. 2
A Replat of a Portion of Wildwing Filing No. 1 Amendment No. 2, and Lots 1 through 10, Block 1, Wildwing Subdivision Replat D, Situate in the South Half of Section 24, and Northeast Quarter of Section 25, Township 7 North, Range 68 West of the 6th P.M., Town of Timnath, County of Larimer, State of Colorado

PRELIMINARY
A Replat of a Portion of Wildwing Filing No. 1 Amendment No. 2, and Lots 1 through 10, Block 1, Wildwing Subdivision Replat D, Situate in the South Half of Section 24, and Northeast Quarter of Section 25, Township 7 North, Range 68 West of the 6th P.M., Town of Timnath, County of Larimer, State of Colorado.
Landscape Schedule:

- **DATE**
  - 1.
  - 5.
  - 6.
  - 10.
  - 18.
  - 20.
- **SCHEDULED AREAS**
  - 1.
  - 5.
  - 10.
  - 18.
  - 20.
  - 26.
- **AREA**
  - 1.
  - 5.
  - 10.
  - 18.
  - 20.
  - 26.
- **SCHEDULING**
  - 1.
  - 5.
  - 10.
  - 18.
  - 20.
  - 26.
- **REMARKS**
  - 1.
  - 5.
  - 10.
  - 18.
  - 20.
  - 26.

General Notes:

- 1. All trees and shrubs to be balled and burlapped or containerized.
- 2. All plant materials are sized and outlined in plant list. All plants to be planted in amended soil and staked as shown in details. All plant materials shall meet or exceed the code of standards and sewer lines, four (4) feet from gas, telephone and electric utilities, and ten (10) feet from any driveway.
- 3. Trucking of all sod, mulch and topsoil must be done in accordance with the standards prescribed by the governing body. All trucks shall be equipped with the necessary equipment to ensure the safe delivery of materials.
- 4. All planting shall be coordinated in the field with existing site conditions and plant materials.
- 5. Keep all mulch layer finish grade.
- 6. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.
- 7. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.
- 8. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.
- 9. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.
- 10. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.
- 11. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.
- 12. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.
- 13. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.
- 14. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.

Irrigation Notes:

- 1. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.
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- 10. All irrigation trenches shall be properly watered and compacted to avoid future settling. Any settling during warranty will be the responsibility of the contractor.

Native Grass Seed Mix:

- **TYPE**
  - 1.
  - 5.
  - 10.
  - 18.
  - 20.
  - 26.
- **SEED**
  - 1.
  - 5.
  - 10.
  - 18.
  - 20.
  - 26.
- **APPLICATION RATE**
  - 1.
  - 5.
  - 10.
  - 18.
  - 20.
  - 26.
- **REMARKS**
  - 1.
  - 5.
  - 10.
  - 18.
  - 20.
  - 26.
AMENDED PRELIMINARY PLAT - WILDWING SUBDIVISION
Situate in the South Half of Section 24, Township 7 North, Range 68 West of the 6th P.M.,
Town of Timnath, County of Larimer, State of Colorado

SURVEYOR:
KING SURVEYORS INC
650 GARDEN DRIVE
WINDSOR, CO 80550

OWNER:
WW DEVELOPMENT LLC
1218 W. ASH STREET, SUITE A
WINDSOR, CO 80550

SUBDIVISION PLAT SEQUENCE TABLE
- Wildwing Final Plat Filing No. 1
  Rec. No. 20070080538  10/25/07
- Wildwing Final Plat Filing No. 1 Amendment No. 1
  Rec. No. 20070089387  11/30/07
- Wildwing Final Plat Filing No. 1 Amendment No. 2
  Rec. No. 20080072667  11/25/08
- Land Use Table Addendum
  Rec. No. 20080072670  11/25/08
- Land Use Table Addendum
  Rec. No. 20080072671  11/25/08
- Wildwing Subdivision Replat A
  Rec. No. 20120068576  10/03/12
- Wildwing Subdivision Replat B
  Rec. No. 20120072516  10/17/12
- Wildwing Subdivision Replat A - Corrected
  Rec. No. 20120089533  12/12/12
- Wildwing Subdivision Replat C
  Rec. No. 20120091430  12/19/12
- Wildwing Subdivision Replat D
  Rec. No. 20130037421  05/17/13
- Wildwing Subdivision Replat E
  Rec. No. 20140020418  04/25/14

LIENHOLDER:
BANK OF COLORADO
1609 E. HARMONY ROAD
FORT COLLINS, CO 80525

ENGINEER:
GALLOWAY
3760 E. 15TH STREET, SUITE 202
LOVELAND, CO 80538

TB GROUP
444 MOUNTAIN AVENUE
BERTHOUD, CO 80513

OWNER:
TOWN OF TIMNATH
4800 GOODMAN STREET
TIMNATH, CO 80547

LAND USE TABLE

<table>
<thead>
<tr>
<th></th>
<th>Patio Home</th>
<th>Single Family</th>
<th>Tracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 2</td>
<td>28</td>
<td>99</td>
<td>10</td>
</tr>
<tr>
<td>Phase 3</td>
<td>65</td>
<td>41</td>
<td>7</td>
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<tr>
<td>Phase 4</td>
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<tr>
<td>Total</td>
<td>93</td>
<td>140</td>
<td>18</td>
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Patio Home        Single Family       Tracts
Phase 2
Phase 3
Phase 4
Total

O:\2015096\DWG\2015096SUB-PRELIM_12-29-15 - CDL.dwg, 1/5/2016 10:29:09 AM
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<tr>
<th>Meeting Date:</th>
<th>Item:</th>
<th>EXECUTIVE SUMMARY:</th>
<th>STAFF RECOMMENDATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 12, 2016</td>
<td>A Resolution Regarding Annual Administrative Matters for the Town of Timnath</td>
<td>This is a Resolution approved annually to establish general administrative duties and tasks for the Town of Timnath staff.</td>
<td>Staff recommends approval of the attached Resolution.</td>
</tr>
</tbody>
</table>

| | | KEY POINTS/SUPPORTING INFORMATION: |
| | | N/A |

| | | ADVANTAGES: |
| | | None. |

| | | DISADVANTAGES: |
| | | None. |

| | | FINANCIAL IMPACT: |
| | | None. |

| | | RECOMMENDED MOTION: |
| | | I move for the approval of Resolution No. 2, Series 2016, A Resolution Regarding Annual Administrative Matters for the Town of Timnath. |

| | | ATTACHMENTS: |
| | | 1. Resolution |
TOWN OF TIMNATH
RESOLUTION NO. 2, SERIES 2016

A RESOLUTION REGARDING
ANNUAL ADMINISTRATIVE MATTERS
FOR THE TOWN OF TIMNATH

WHEREAS, the Town Council has a duty to perform certain obligations on a recurring basis in order to assure the efficient operation of the Town; and

WHEREAS, the Town Council has directed the administrative work of the Town to be accomplished by its Town Manager, Town Clerk, Town Planner and consultants who act as the Town Attorney, Town Engineer, Director of Public Works, and Building Inspector, (collectively the "Staff"); and

WHEREAS, the Town Council desires to confirm certain general procedures for the conduct of its business and to authorize its elected officials and Staff to perform certain administrative activities; and

WHEREAS, the matters set forth in this Resolution are statements of intention, and may be modified by action of the Town Council, from time to time, without prior notice except where required by law and without waiving on a continuing basis these or other policies established by the Town and its Charter (the "Charter");

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

1. Pursuant to Article III, Section 3.11 of the Charter, the Town Council determines to hold regular meetings on the 2nd and 4th Tuesday of every month at 6:00 p.m., at 4800 Goodman Street, 80547 in Timnath, Colorado.

2. Should an individual City Council member or the Mayor choose to abstain from any particular matter on the agenda for reasons of potential conflict of interest, he or she shall be considered in attendance at the meeting for purposes of meeting quorum requirements.

3. The Town Council shall attempt to follow, as nearly as is reasonably practical, the rules of order set forth in "Robert's Rules of Order," which rules are intended to be advisory only and not mandatory.

4. Pursuant to Article III, Section 11.4 of the Charter, and in addition to Paragraph 1 of this Resolution, the Town Council may hold a work session upon request by the Mayor or any Council member and approval by the Town Council of the request. Council members shall receive at least twenty-four hours’ written notice, in addition to public notice pursuant to procedures established by this Resolution. No quorum shall be required at any such study session and no legally binding or formal action shall be taken at any such session.
5. Pursuant to Article III, Section 3.5.6 of the Charter, Town Council designates the U.S. Post Office serving Timnath, Colorado, and the Town’s website as the posting places for notices of meetings, in accordance with Section 24-6-402(2)(c), C.R.S., which were not otherwise posted under Title 31, C.R.S. The Town Council directs the Town Clerk to prepare notices for posting at the specified location.

6. The Town Council designates the Coloradoan as the newspaper of general circulation within the boundaries of the City, and wherein all legal notices and publications for the Town shall be published, unless otherwise required by state law.

7. The Town Manager shall be designated as the contact person with the Colorado Division of Local Government.

8. The Town Council acknowledges that in accordance with section 24-6-203, C.R.S., each Town Council member who receives from another person any item including, but not limited to gifts, honoraria, or other benefits as described in subsection (3) of that section in connection with his or her public service, is required to file with the Town Clerk on or before January 15, April 15, July 15, and October 15 of each year, on a form prescribed by the Secretary of State, a report detailing the value and items received covering the period since the last report. If a Town Council member does not receive any such item, he or she will not be required to file such report. The Town Clerk shall provide the Secretary of State form to Town Council members as necessary.

9. Minutes of all Town Council regular and special meetings shall be taken by the Town Clerk stating only the subject matter and final action taken by Town Council, together with such supplemental notes as are requested by the Town Council members and which are approved by the Mayor or by majority vote of the Town Council including the Mayor. Public meetings may be tape recorded for purposes of assisting the Town Clerk to prepare accurately the official written Minutes. Tape recordings shall not constitute the official record of the Town Council nor shall they constitute public records within the meaning of Colorado law. Each executive session discussion shall be electronically recorded as required by subsection 24-6-402(d.5)(I)(A), C.R.S., and each recording shall be retained for ninety (90) days after the date of the recording pursuant to subsection 24-6-402(d.5)(I)(E), C.R.S.

10. The Town Council hereby appoints Gary R. White, Esq. and Robert Rogers, Esq. of WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law, as the Town Attorney, to act as the Town Attorney in all legal matters, with authority to engage or use associates as Mr. White and Mr. Rogers deems appropriate after advising the Town Council.

11. The Town Council hereby appoints Stewart Olive as the Timnath Municipal Judge with compensation to be fixed at $150 per hour for court sessions and administrative paperwork.

12. The Town Clerk is hereby appointed as the "Designated Election Official" of the Town for any elections to be held by the Town. In accordance with Section 1-1-111(2), C.R.S., the Town Council hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including but not limited to appointing election judges, appointing a
canvass board and cancellation, if applicable, of the election. The Town Attorney is appointed as the Assistant Designated Election Official.

13. The Finance Director shall be responsible for preparation of the Town budget in consultation with the Town Manager, shall manage the accounting and auditing services for the Town to be performed by such persons as are authorized by the Town Council, shall manage the public funds in accordance with all applicable Colorado laws and only by direction of the Town Council, and shall report to the Town Council on a monthly basis in written form the status of the Town's financial accounts and records.

14. The Town Council directs the Town Manager to work with the Finance Director to submit a proposed budget for the Town and Timnath Development Authority to the Town Council by October 15, 2016, and to schedule a public hearing on the proposed budget; to prepare a final budget and budget resolution; to prepare amendments to the budget if necessary; and to file the approved budget and any amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, sections 29-1-101 to 29-1-115, C.R.S.

15. The Town Council directs the Finance Director to prepare and file with the Department of Local Affairs on or before March 1, 2016, in accordance with Article 58, C.R.S., if required, the annual public securities report for non-rated public securities issued by the Town.

16. The Town Council directs the Town Attorney to coordinate with the Town Manager on the preparation and filing of any continuing annual disclosure report required to be filed in accordance with the Securities Exchange Commission Rule 15c2-12, if required.

17. The Town Council directs the Town Clerk, in consultation with the Town Attorney, to prepare and file an informational listing of all contracts in effect with other political subdivisions with the Division of Local Government on or before February 1, 2016, as required by section 29-1-205, C.R.S.

18. The Town Council directs the Town Clerk, in consultation with the Town Attorney to prepare the Unclaimed Property Act report and forward to the State Treasurer by November 1, 2016, if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with section 38-13-110, C.R.S., if required.

19. The Town Council directs the Town Manager or his designee to prepare an accurate official Town map for filing with the County Assessor and Clerk and Recorder as changes are made to the official Town map. A copy of the official Town map, showing the Town's boundaries, shall be kept on file at 4800 Goodman Street, Timnath, Colorado, and shall be available for examination by all interested persons.

20. As of this date, the Town Council hereby reaffirms all existing contractual relationships subject to annual appropriation.
21. The Town Council directs that an audit of the financial statements be prepared and submitted to the Town Council within six (6) months after fiscal year end. The Town Council further directs that the audit be filed with the State Auditor no later than thirty (30) days after the fiscal year audit is received by the Town, as required by section 29-1-603, C.R.S.

22. The Town Council directs the Town Manager to obtain proposals for insurance and to insure the Town against all or any part of the Town's liability for injury; to insure the Mayor, Town Council members, and Town employees acting within the scope of employment and with approval from the Town Council against all or any part of such liability for any injury; and to insure against the expense of defending a claim for injury against the Town or its Town Council. The Town Council will annually review all insurance policies in effect.

23. The fee schedules contained in past resolutions or ordinances for services that might be provided by the Town Manager, Town Clerk, the Town Engineer/Public Works Director, or the Director of Community Development to members of the public, including certification of documents, notarization of signatures, and other activities shall be extended indefinitely. Any resolution or ordinance concerning fee schedules that is passed subsequent to this Resolution shall supersede the provisions of this section.

24. These procedures, rules, and duties may be supplemented from time to time in written format either by adoption of additional resolutions or by action reflected in the minutes for the Town Council.

ADOPTED AND APPROVED THIS 12th DAY OF JANUARY, 2016.

TOWN OF TIMNATH

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
EXECUTIVE SUMMARY: The Website Privacy Policy ("Policy") ensures continuing compliance with state law concerning personal information provided to and collected by websites.

STAFF RECOMMENDATION: Staff recommends approval of the Policy.

KEY POINTS/SUPPORTING INFORMATION:
- The Town operates and maintains the Town website, www.Timnath.org (the “Website”).
- Personal information may be voluntarily provided to the Town through the website.
- Personal information may also be collected by the Website for purposes of performance tracking and enhancement.
- In order to protect the privacy of users of the Website and promote a safe and usable website, the Town needs to set forth and enforce certain policies regarding the privacy of personal information.

ADVANTAGES:
The Website Privacy Policy provides users of the website a clear policy and consistent practice for the collection and retention of personal information to ensure compliance with state and federal laws.

DISADVANTAGES:
None.

FINANCIAL IMPACT:
None.

RECOMMENDED MOTION:
I move approval of Resolution Number No. 3, Series 2016, approving the Town of Timnath Website Privacy Policy.

ATTACHMENTS:
1. Resolution.
2. Website Privacy Policy.
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 3, SERIES 2016

A RESOLUTION ADOPTING THE
WEBSITE PRIVACY POLICY

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

WHEREAS, the Town operates and maintains the Town website, www.Timnath.org (the "Website"); and

WHEREAS, the Town desires to set forth and enforce certain policies regarding the privacy of information voluntarily provided to and collected by the Website in order to protect the privacy of users of the Website and promote a safe and usable website; and

WHEREAS, attached hereto as Exhibit A is the Town of Timnath Website Privacy Policy ("Policy"); and

WHEREAS, the Town Council is familiar with the Policy and finds it to be in the best interest of the Town, the residents within its boundaries, and the general public.

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

Section 1. Approval
The Website Privacy Policy is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

Section 2. Truncation
The Town may revise and post truncated versions of the Policy as deemed necessary, at the discretion of the Town Manager, to provide notice to residents and ensure compliance with the Policy.

Signature page follows.
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 12, 2016.

TOWN OF TIMNATH, COLORADO

________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________
Milissa Peters, CMC
Town Clerk

Signature page to Resolution Adopting Website Privacy Policy
EXHIBIT A

TOWN OF TIMNATH WEBSITE PRIVACY POLICY
Town of Timnath Website Privacy Policy

Terms, Conditions, and Disclaimers of Use

The Town of Timnath, Colorado (the “Town”) operates the website [www.Timnath.org](http://www.Timnath.org) (the “Site”). This privacy policy discloses the Town’s policies regarding the collection, use, and disclosure of information received from users of the Site (the “User(s)”). Personally identifiable information is information about a natural person that is readily identifiable to that specific individual (“Personal Information”). Personal Information includes such things as an individual’s name, address, and phone number. The Town uses Personal Information only for providing and improving the Site. By using the Site, the user agrees to the collection and use of information in accordance with this policy.

The Town works to find a fair balance between gathering information to provide needed services and protecting the public’s privacy. The Town believes this is not only the right way to conduct business but is also a critical component in gaining and maintaining the public’s trust in the Town’s stewardship of Personal Information. The Town is the sole owner of the information collected on this Site. The Town will not sell or rent this information to anyone.

Personal Information Voluntarily Provided by Site User.

The Town only collects Personal Information about a User if that User voluntarily provides it via email, participating in a survey, completing an online form, signing up for an email list, or engaging in an online transaction. A User may choose not to provide Personal Information. However, that User may not be able to access certain user-specific features of the web site without providing Personal Information.

Personal Information from online forms is used only for conducting Town business related to the online form. The Town will not share Personal Information with any third party, other than as necessary to fulfill the online form request. It is not sold or provided to vendors, direct mail concerns, email list services, etc. Please note that unencrypted information transmitted over the Internet is not secure and could be captured by third parties.

Information Collected from Site Users.

Even if the User’s Site activity is limited to browsing, reading pages, or downloading information, the Town will automatically gather and store certain information about the visit through the use of cookies and other similar tracking technologies. A cookie is a piece of data stored on a User's hard drive to help the Town improve access and identify repeat Site Users. Usage of a cookie is in no way linked to any personally identifiable information on the Site. Information gathered through the use of "cookies" is not sold or provided to vendors, direct mail concerns, email list services, etc.

The information the Town collects through these technologies can include:

- The Internet Protocol Address (the “IP Address”) and domain name used to access the Site. The IP Address is a numerical identifier assigned either to User’s Internet service provider or directly to User’s computer. The Town uses the IP Address to direct Internet traffic to Users. This
address can be translated to determine the domain name of a User’s service provider (e.g. xcompany.com or yourschool.edu). Generally, the Town only determines User domain names if a security issue is suspected;

- The type of browser and operating system User used;
- The date and time User visited the Site;
- The web pages or services User accessed at this site; and
- The web site User visited prior to coming to this web site.

The Town may use this data automatically collected through cookies and other technologies to: (a) remember information so that User will not have to re-enter it during User’s visit or the next time User visits the site; (b) provide custom, personalized content; (c) provide and monitor the effectiveness of the Site; (d) monitor aggregate metrics such as total number of Users, traffic, usage, and demographic patterns on the Site and the Town’s Service; (e) diagnose or fix technology problems; (f) enhance network security; and (g) otherwise to plan for and enhance the Town’s Service or Site.

The Town may also use analytic and security tools hosted by third parties or managed within the Town as part of maintaining a web presence. These tools help measure traffic and usage trends for the Site and help ensure that this service remains available to all users. These tools can also be used to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Except for authorized law enforcement investigations and the security purposes mentioned elsewhere in this notice, no other attempts are made to identify individual users or their usage habits. Raw data logs are used for no other purposes and are scheduled for regular destruction in accordance with public records retention schedules.

**User Access to and Control Over Information.**

The User may opt out of any future contacts from the Town at any time. User may contact the Town at any time via phone at (970) 224-3211 or the email contact form given on the Site in order to accomplish any of the following:

- See what data the Town has about User, if any;
- Change/correct any data the town has about User;
- Request that the Town delete any information the Town has about User;
- Express any concern User has about the Town’s use of User’s data; and
- Inquire about this privacy statement, the practices of the Site, or User’s dealings with the Site.

**Opt-Out.**

The Town may contact the User via email in the future to tell the User about new and updated services, or changes to this privacy policy, unless the User requests not to receive such updates. In the event that customer information is used to direct Town communications and announcements to customers, registrants or online survey participants, the Town will provide Users with the opportunity to opt out of receiving communications from the Town at the point where the Town requests information about the User.
Security.

The Town takes precautions to protect Personal Information. When a User submits Personal Information via the Site, that information is protected both online and offline. When the Town collects sensitive information (such as credit card data), that information is encrypted and transmitted in a secure way. User can verify this by looking for a closed lock icon at the bottom of the web browser, or looking for "https" at the beginning of the address of the web page.

While the Town uses encryption to protect sensitive information transmitted online, Personal Information is also protected offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which Personal Information is stored are kept in a secure environment.

Links.

This web site contains links to other sites. Please be aware that the Town is not responsible for the content or privacy practices of such other sites. The Town encourages Users to be aware when they leave the Site and to read the privacy statements of any other site that collects personally identifiable information. Also, any links to third party websites are provided exclusively for convenience and should not be interpreted as an endorsement, sponsorship, or recommendation of the third party website. The Town's privacy policies do not apply to such external websites.

Sharing.

The Town may partner with other parties to provide specific services. Aggregated demographic information is shared with these partners. This is not linked to any Personal Information that can identify any individual person. When the User signs up for such services, the Town will share names, or other contact information to the extent that it is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services. These companies do not retain, share, store or use Personal Information for any secondary purposes beyond filling User’s order.

Updates.

The Town’s Privacy Policy may change from time to time and all updates will be posted on this page.

If you feel that the Town is not abiding by this privacy policy, you should contact the Town immediately via phone at (970) 224-3211 or the email contact form given on the Site.
**EXECUTIVE SUMMARY:** This Resolution would approve renewal of an Independent Contractor Agreement (the “Agreement”) with Mantooth Marketing Company, LLC for assorted strategic marketing planning and execution, and event planning and execution duties.

**KEY POINTS/SUPPORTING INFORMATION:**
This agreement covers Mantooth Marketing handling the following:
- Media Advertising
- Social Media Public Relations Campaign
- Event Planning
  - Easter – a potential new event centered around Easter.
  - Summer BBQ
  - Movie Nights
  - Summer Concert Series
  - 4th of July Fireworks
  - Taste in Timnath
  - Holiday Lighting Festival
- Town Staff has maintained a good working relationship with this contractor.

**ADVANTAGES:** The Town is familiar with this company’s services and has a good working relationship with the company.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:**
1. Monthly Marketing: $1,020.00
2. Event Planning: $32,500.00
These funds have been appropriately budgeted.

**RECOMMENDED MOTION:** I move approval of Resolution No. 4, Series 2016 Approving Renewal of an Independent Contractor Agreement with Mantooth Marketing Company, LLC for assorted marketing duties.

**ATTACHMENTS:**
1. Resolution
2. Independent Contractor Agreement
TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 4, SERIES 2016

A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH MANTOOTH MARKETING COMPANY, LLC

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

WHEREAS, attached hereto as Exhibit A is the Independent Contractor Agreement between the Town of Timnath and Mantooth Marketing Company, LLC (the “Agreement”); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

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

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 12, 2016.

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
INDEPENDENT CONTRACTOR AGREEMENT
Mantooth Marketing

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 1st day of January, 2016, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and MANTOOTH MARKETING COMPANY LLC, a Colorado limited liability company (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town was organized pursuant to Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries; and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to § 31-15-101, C.R.S., as amended; and

WHEREAS, funds have been budgeted and are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained; and

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (the “Services”): (a) in a first-class manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said Exhibit A; and (c) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement.
2. **TERM/RENEWAL.**

   a. This Agreement shall be effective as of January 1st, 2016 and shall terminate upon the earlier to occur of (i) midnight, December 31, 2016, or (ii) completion of the Services], unless otherwise earlier terminated in accordance with Section 18. Notwithstanding the foregoing, this Agreement shall automatically renew on January 1st of each succeeding year for an additional one (1) year term unless: 1) terminated pursuant to this Agreement; 2) failure by the Town to budget and appropriate funds for the succeeding year; or 3) completion of the Services contemplated herein.

   b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until such approval is received.

3. **ADDITIONAL SERVICES.** The Town may, in writing, request the Contractor to provide additional services not set forth in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. **REPAIRS/CLAIMS.** The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town’s option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims it becomes aware of. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. **GENERAL PERFORMANCE STANDARDS.**

   a. The Contractor has by careful examination ascertained (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the
Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor’s performance of the Services does not meet this standard, the Contractor shall, at the Town’s request, re-perform the Services not meeting this standard without additional compensation.

b. The Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor’s reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give timely notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Town. Acceptance of the Services or any documents performed or prepared by the Contractor by the Town shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town’s request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the “Fee Schedule” or “Contract Price,” attached hereto as Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services.
b. **Invoices.** Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of the Agreement and shall contain the following information:

   i. An itemized statement of the Services performed.

   ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

   The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10th of each month may be processed the following month.

8. **TIME FOR PAYMENT.** Payment for the Services shall be made by the Town within thirty (30) days of receipt of (i) a timely, satisfactory and detailed invoice and (ii) if applicable, a satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the best interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27, without the need for additional Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Board meeting.

9. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will
comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. **PUBLIC EMPLOYEES’ RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP.** Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor’s employees that are members of the Colorado Public Employees’ Retirement Association pursuant to § 24-51-301, *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and Town’s obligations to perform under this Agreement are specifically conditioned on Contractor’s performance as required under this Paragraph 10.

11. **EQUAL OPPORTUNITY; EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in § 8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated herein and will participate in the E-Verify Program or Department Program (as defined in § 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated herein.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

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

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

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of the Agreement pursuant to § 8-17.5-102, C.R.S., the Town may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

12. CONTRACTOR’S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit B, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for each coverage provided. The insurance policies will be endorsed to name the Town and its respective managers, council members, officers, directors, partners and employees, as additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers’ compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.
c. The Contractor’s failure to purchase the required insurance shall not serve to release it from any obligations contained herein; nor shall the purchase of the required insurance serve to limit the Contractor’s liability under any provision herein. The Contractor shall be responsible for the payment of any deductibles on issued policies.

13. CONFIDENTIALITY AND CONFLICTS.

a. The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act §§ 24-72-202, et seq., C.R.S., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

b. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the owner of conflicts that impact the Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, shall make them available for the Town’s use, and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated herein. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic’s, materialmen’s or other such lien claims, or rights to place a lien upon the Town’s property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15(b) below.
16. **INDEMNIFICATION.**

    a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, council members, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys’ fees, arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor’s performance of the Services or work pursuant to this Agreement. The Contractor is not obligated to indemnify the Town for the Town’s own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker’s compensation acts, disability acts or other employee benefit acts.

    b. The Contractor will at all times indemnify, defend and hold the Town and its directors, council members, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor’s Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys’ fees and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town’s property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys’ fees, will be immediately due and payable by the Contractor or may, at the Town’s option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town’s property.

    c. This indemnity coverage shall also cover the Town’s defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town’s protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. **ASSIGNMENT.** The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.
18. **SUB-CONTRACTORS.** The Contractor is solely and fully responsible to the Town for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained herein holding the Town harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the Town, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the Town’s approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor’s duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

19. **TERMINATION.** This Agreement may be terminated for cause or for convenience by the Contractor upon delivery of sixty (60) days prior written notice to the Town and by the Town by giving the Contractor sixty (60) days prior written notice. Such notice shall not be required for automatic expiration under Section 2 hereof. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereto, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. Such transition shall be complete and all time, fees and costs associated with such transition shall not be billed by the Contractor to the Town.

20. **DEFAULT.** If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the 15-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in
additional to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party’s obligations pursuant to this Agreement by an action for injunction or specific performance.

21. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of (i) one business day after being deposited with a nationally recognized overnight air courier service or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided herein designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town: Town of Timnath
   Attn: April D. Getchius, Town Manager
   4800 Goodman Street
   Timnath CO, 80547
   970-224-3211 (phone)
   970-224-3217 (fax)

With a copy to: WHITE BEAR ANKELE TANAKA & WALDRON
   ATTORNEYS AT LAW
   Attn: Robert G. Rogers
   2154 East Commons Avenue, Suite 2000
   Centennial, Colorado 80122
   (303) 858-1800 (phone)
   (303) 858-1801 (fax)

Contractor: Mantooth Marketing Company, LLC
   8334 Coeur D’Alene Drive
   Fort Collins, CO 80525
   Tel: 970-663-1888
   Fax: 970-682-1327

22. AUDITS. The Town shall have the right to audit, with reasonable notice, any of the Contractor’s books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such
purposes during the term of this Agreement and for a period of two (2) years thereafter and to make
the same available to the Town at all reasonable times and for so long thereafter as there may
remain any unresolved question or dispute regarding any item pertaining thereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement
between the Parties hereto relating to the Services, and sets forth the rights, duties, and
obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or
representations not expressly set forth in this Agreement are of no force and effect. This
Agreement may not be modified except by a writing executed by both the Contractor and the
Town.

24. BINDING AGREEMENT. This Agreement shall inure to and be binding on the
heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. NO WAIVER. No waiver of any of the provisions of this Agreement shall be
deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such
waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the
waiver of any default be deemed a waiver of any subsequent default.

26. GOVERNING LAW / DISPUTES. This Agreement and all claims or controversies
arising out of or relating to this Agreement shall be governed and construed in accordance with the
law of the State of Colorado, without regard to conflict of law principles that would result in the
application of any law other than the law of the State of Colorado. Venue for all actions arising
from this Agreement shall be in the District Court in and for Larimer County. The Parties expressly
and irrevocably waive any objections or rights which may affect venue of any such action,
including, but not limited to, forum non-conveniens or otherwise. At the Town’s request, the
Contractor shall carry on its duties and obligations under this Agreement during any legal
proceedings and the Town shall continue to pay for the Services performed under this Agreement
until and unless this Agreement is otherwise terminated. In the event of any litigation between the
Town and the Contractor to enforce any provision of this Agreement or any right of either Party
hereto, the Parties agree that the court shall award costs and expenses to the prevailing Party, such
costs and expenses to include reasonable attorneys’ fees. Otherwise, each Party shall pay its own
costs and fees for litigation. At the Town’s request, the Contractor will consent to being joined in
litigation between the Town and third parties, but such consent shall not be construed as an
admission of fault or liability. The Contractor shall not be responsible for delays in the performance
of the Services caused by factors beyond its reasonable control including delays caused by Act of
God, accidents, failure of any governmental or other regulatory authority to act in a timely manner
or failure of the Town to furnish timely information or to approve or disapprove of Contractor’s
Services in a timely manner.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in
considering any requested approval, acceptance, or extension of time, the Parties agree that each
will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably
withhold, condition, or delay any approval, acceptance, or extension of time required or
requested pursuant to this Agreement.
28. **SUBJECT TO ANNUAL APPROPRIATION AND BUDGET.** The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town’s obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town Council for the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town’s obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

30. **NEGOTIATED PROVISIONS.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

31. **SEVERABILITY.** If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. **OPEN RECORDS.** The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S. In the event of the filing of a lawsuit to compel such disclosure, the Town will tender all such material for judicial determination on the issue of disclosure.
34. **TAX EXEMPT STATUS.** The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. Pursuant to § 39-26-1 14(1)(a)(XIX)(A), C.R.S., Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of page intentionally left blank. Signature pages follow].
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

THE TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado

________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________
Town Clerk

Town’s Signature Page to Independent Contractor Agreement for Marketing Services with the Town of Timnath
CONTRACTOR:

MANTOOTH MARKETING COMPANY, a Colorado limited liability company

Printed Name: ____________________________
Title: ________________________________

STATE OF COLORADO    )
COUNTY OF ____________  ) ss.

The foregoing instrument was acknowledged before me this ___ day of __________, 20__, by ________________________________, as the ________________________________
of ________________________________.

WITNESS my hand and official seal.

My commission expires: ____________________________

(S E A L)

Notary Public

Contractor’s Signature Page to Independent Contractor Agreement for Marketing Services with the Town of Timnath
EXHIBIT A
SCOPE OF SERVICES
Thank you for giving Mantooth Marketing Company the opportunity to submit a proposal to assist the Town of Timnath with its marketing and events efforts in 2016.

Serving northern Colorado for the past 20 years in all areas marketing, public relations and event planning, we feel we have the experience, creativity and organization to help you elevate town pride and deepen residents’ connection with their community. Our successes with marketing clients come directly from our belief that every decision is based on a possible relationship; every possible relationship, every step of the way; not only your own relationship with the community, but also how the community views their relationship with your organization.
STRATEGIC MARKETING PLANNING AND EXECUTION
We will develop a 2016 plan that includes a combination of tactics designed to help you meet your goals. These goals can be pre-determined by your organization or we can assist in creating them. We will determine your target audiences for each of the goals before developing our strategy and tactics. The plan will include the following tactics, but not be limited to them:

• Media Buys & Advertising Placement
  • Mantooth has great relationships with all of our local media outlets – we can help you get the best ad space, radio spots and more all for a competitive price
  • We will take creative direction of all advertising, as well as ensure deadlines are met for submission

• Public Relations Campaign
  • We will create a purpose-driven, active dialogue with your target audience with the goal of developing increased visibility and maintaining a positive image.
    • This will includes sending press releases announcing major developments – such as road expansion and new businesses coming to town, events and more
    • This will include event listings on community calendars

• Social
  • Facebook – Actively planning for and managing your page, engaging your audience and keeping them informed of happenings in Timnath

EVENT PLANNING AND EXECUTION
Based on the success of Taste in Timnath, each of these events will include a full promotional plan along with the execution. Day of staffing will be billed separately at a lower rate than marketing and planning.

• Easter Event – NEW
  • With virtually no Easter events in northern Colorado, we feel that the Town of Timnath has an opportunity to attract a wide audience by hosting one

• Summer Series
  • Summer BBQ
  • Movie Nights in the Park or Summer Concert Series - NEW
  • Fourth of July Fireworks – NEW
    • The day of staffing at this event will be charged at a higher rate due to the holiday

• Taste in Timnath, including a 5k race
• Holiday Lighting Festival
ESTIMATED HOURLY BREAKDOWN:

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<tr>
<th>SCOPE OF WORK</th>
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<th>COST</th>
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<td>Event Planning</td>
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<td>(40 Monthly)</td>
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<td>TOTAL MONTHLY</td>
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<td>$3725</td>
</tr>
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</table>

At Mantooth we are slightly different than most marketing companies for our service fee. You are only charged for the minutes and hours worked. If at any time we find hours are below the retainer we have quoted, you will be charged only for that time. It can drive our accounting department a bit crazy but we feel strongly that if 15 minutes are worked than you should only pay for those 15 minutes.

*Please note: graphic design is charged at an extra $85 per hour.*

Thank you for this opportunity.
EXHIBIT B
INSURANCE REQUIREMENTS

Contractor shall maintain general liability insurance, at its expense, in an amount of at least One Million Dollars ($1,000,000.00) and insurance for protection from claims under workers’ compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.
**TIMNATH TOWN COUNCIL COMMUNICATION**

**Meeting Date:** January 12, 2016  
**Item:** A Resolution Approving an Engagement Letter with Brownstein Hyatt Farber Schreck LLP (BHFS).  

**Presented by:** Robert Rogers  
Town Attorney

<table>
<thead>
<tr>
<th>Ordinance</th>
<th>Resolution</th>
<th>Discussion</th>
<th>For Information</th>
</tr>
</thead>
</table>

**EXECUTIVE SUMMARY:** This resolution is for approval of an engagement letter with BHFS for Carolynne White to act as special legal counsel for the Town of Timnath in connection with lobbying and advocacy regarding urban renewal legislation in the 2016 General Assembly and other matters which the Town requests from time to time.

**STAFF RECOMMENDATION:** Staff recommends approval of this resolution.

**KEY POINTS/SUPPORTING INFORMATION:**
- There have been significant changes to urban renewal laws, necessitating a lobbying presence.
- BHFS is representing several urban renewal stakeholders as part of a coalition of public and private stakeholders interested in urban renewal.
- This representation will keep the Town updated on the progress of urban renewal laws, and ensure that the Town’s interests are represented.

**ADVANTAGES:** The Town has engaged BHFS in the past and is accustomed to the firm’s services and has a good working relationship with the firm. The Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** Flat fee of $10,000.00. These funds have been appropriately budgeted.

**RECOMMENDED MOTION:** I move approval of Resolution No. 5, Series 2016 Approving Renewal of an Engagement Letter with Brownstein Hyatt Farber Schreck LLP for lobbying and advocacy services.

**ATTACHMENTS:**
1. Resolution  
2. Engagement Letter
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 5, SERIES 2016

A RESOLUTION APPROVING A SPECIAL COUNSEL ENGAGEMENT LETTER
WITH BROWNSTEIN, HYATT, FARBER, SCHRECK LLP

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

WHEREAS, attached hereto as Exhibit A is the Special Counsel Engagement Letter between the Town of Timnath and Brownstein, Hyatt, Farber, Schreck LLP (the “Agreement”); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

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

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 12, 2016.

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
January 4, 2016

Robert Rogers, General Counsel
Town of Timnath
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

April Getchius, Executive Director
Town of Timnath
4800 Goodman Street
Timnath, CO 80547

RE: Fee Agreement for Representation – Town of Timnath – 2016 Legislative Advocacy

Dear Robert and April:

You have asked us, and we have agreed, subject to our firm's conflicts of interest check, to act as special legal counsel for the Town of Timnath (the "Town") in connection with lobbying and advocacy regarding urban renewal legislation in the 2016 General Assembly and other matters in which you may request our involvement from time to time and which we agree to undertake. The purpose of this letter is to confirm the terms and conditions of this firm's representation of your interests.

We have agreed to undertake this representation with the Town as part of a coalition of public and private stakeholders interested in urban renewal, registered as the Urban Renewal Communities of Colorado, for a flat fee of $10,000. As directed by you, this invoice will be sent to the Town, c/o April Getchius, 4800 Goodman Street, Timnath, CO 80547.

It is anticipated that Carolynne White of this firm, will perform most of the work on this matter, with the assistance of any legal assistants and associates working with her. We may assign other lawyers in our firm to represent you if, in our judgment, that becomes necessary or desirable. Ms. White or another attorney at the firm will provide regular electronic or telephonic updates to the Town as regarding the status of all urban renewal bills during the 2016 legislative session.

In addition to charging fees for legal work, we also charge for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls, telecopy charges, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other fees, such as, filing fees, service of process fees, transcript and deposition fees, E-discovery native files processing fees, computer-assisted legal research fees, overnight delivery service charges, travel, meals, hotel accommodations, expert witnesses, or investigative fees, those will be billed separately. We may require that you pay the party providing those services directly or that you advance to us the estimated amount for such items prior to our incurring those expenses on your behalf.
We will send a single invoice for this flat-fee engagement. You agree to make payment within 30 days of your receipt of a statement. We reserve the right to suspend performing services and to promptly move to withdraw from any litigation matter upon a failure to timely pay a bill. You will be responsible for any costs of collection incurred by our firm, including reasonable attorneys’ fees.

You shall at all times have the right to terminate our firm’s services upon written notice. Our firm shall at all times have the right to terminate our representation of you upon written notice, if you do not pay our fees, or if we determine that our continued representation of you would be unethical or inappropriate, or if we have another reasonable basis for termination consistent with our professional duties to you.

You also agree that the work product of our attorneys and staff, including notes, research, and documents which we prepare, is the property of the firm. It is our policy to destroy all client files (including all documents and materials therein), eight years after we close such files upon completion of each matter. This file destruction procedure is automatic and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling.

We are very pleased and privileged to work with you. Occasionally, we may provide lists of representative clients to legal or other publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.

Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: 

[Signature]

Carolyne C. White

ACCEPTED AND AGREED TO:

By: 

Date: 099999065014358677.1
TIMNATH COUNCIL COMMUNICATION

Meeting Date:
January 12, 2016

Item: Resolution Approving Updates to the Snow Plow Policy

Presented by:
Don Taranto, P.E.
Public Works Director

Ordinance ☐
Resolution √
Discussion ☐
For Information ☐

EXECUTIVE SUMMARY: The Town’s Snow Plow Policy was last updated in 2007, with related map updated in 2010. With the addition of new roads, and a change in the coordination with Larimer County, an updated policy and map have been prepared.

STAFF RECOMMENDATION: Recommend issuing new policy and map. By keeping it a policy, the map can easily be updated on an annual basis as roads and traffic patterns change.

KEY POINTS/SUPPORTING INFORMATION:
- Policies of other jurisdictions in the area were reviewed. All use a priority level system to target available resources to specific roads.
- Coordinated with Larimer County on road responsibility. Some roads were added or removed based on this responsibility.
- Local streets, primarily in residential areas are not typically or routinely plowed by other jurisdictions.
- Rare occurrence due to the additional cost to do so. Fort Collins plows residential streets only when snow accumulation completely blocks traffic movement. This has happened twice in the last 20 years.
- Lower traffic volume and traffic speeds do not typically warrant the expense.
- Added difficulty to plow due to narrower streets and parked cars found on local streets.
- By the time they could be plowed based on priorities, they are snow packed and removal becomes difficult and damaging to the road surface.
- Policy revised to have 4 levels, splitting the previous “Priority 2” streets in two levels
- Replaced the previous “Priority 3” streets. Provides the Public Works department with more flexibility based on the severity of the storm.
- Previous “Priority 3” streets were local, residential streets that were only plowed under ‘adverse weather conditions’. These are moved to ‘not typically plowed’. The Town could still plow under an emergency situation that blocked traffic movement, but not until after the higher priority roads were reopened.
- Policy revised to remove classes of storms. This provides the Public Works department with more flexibility in how to respond to specific storms. The focus will be on maintaining the roads based on their priority level.
- Bidens Gate Dr. was moved from a Priority #2 to ‘not typically plowed’ due to its classification as a local road. No other local roads are currently being plowed under Priority #1-3 and doing this one would set a precedent.
- Poudre School District’s transportation department was contacted after the last two snow storms to see if they had any concerns or issues. No issues with roads in the Timnath area.
were reported.

<table>
<thead>
<tr>
<th>ADVANTAGES:</th>
<th>Simplifies policy and allows flexibility for the Public Works department to respond appropriately to snow storms. Policy is similar to other jurisdictions. It also clarifies that locals are not plowed, removing the undefined ‘adverse weather conditions’.</th>
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<tbody>
<tr>
<td>DISADVANTAGES:</td>
<td>None.</td>
</tr>
<tr>
<td>FINANCIAL IMPACT:</td>
<td>Budget is based on maintaining the roads as prioritized.</td>
</tr>
<tr>
<td>RECOMMENDED MOTION:</td>
<td>I move to approve Resolution No. 6, Series 2016 approving the Updates to the Snow Plow Policy.</td>
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</table>
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 6, SERIES 2016

A RESOLUTION APPROVING UPDATES TO THE SNOW PLOW POLICY

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

WHEREAS, an update to the Town’s Snow Plow Policy is attached; and

WHEREAS, the Town Council is familiar with the Policy and finds it to be in the best interest of the Town, its residents, and the general public.

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

Section 1. Approval
The Policy is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, and annual revisions to the policy map as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 12, 2016.

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
SNOW PLOW POLICY
Revised 1-12-2016

Street Priority Levels:

- Priority 1 – Primary Arterial Streets. These streets are considered to be the minimum network which must be kept open to provide a transportation system connecting hospitals, fire stations, police stations, and emergency response units. Collectively, Priority 1 streets make up the Snow Emergency Route.

- Priority 2 – All remaining Arterial streets and select Collector streets completing the network covering the major traffic volume streets.

- Priority 3 – All remaining Collector streets through neighborhoods.

The Town plows Priority 1-3 streets, working their way as time allows from Priority 1, then 2, then 3. Priority 3 streets are usually not plowed until the storm is done and staff has caught up. The heavier the snowfall, the more time that is required to keep Priority 1 streets open so the longer it takes to get to Priority 2 streets and ultimately Priority 3 streets.

Local streets which are primarily located in residential areas are not typically plowed by jurisdictions in northern Colorado, including the Town of Timnath. Most subdivisions in Timnath are governed by a Metropolitan District and/or a Home Owners Association. These entities are allowed by the town to contract with licensed and bonded private snow removal companies to plow local streets if warranted.

In addition, if the Town plows snow in front of a driveway or mailbox cluster, the Town does not clear them. It is up to the property owner to clear their driveway. The Town's primary duty is to clear and maintain the Priority 1-3 designated snow routes.
This drawing was produced by the Town of Timnath and is for reference purposes only and locations and dimensions should not be relied on for accuracy.

Revised On: January 12, 2016
The Town of Timnath created a Snow Plow Policy in January 2007. There are two different classes of snow events in the Timnath Snow Removal Plan.

Class I: An event that results in less than 6 inches of accumulated snow will be handled in the following methods:
- Larimer County will help to maintain Harmony Road and County Road 5 (Main Street).
- Public Works will use plow trucks to ensure that priority 1 roads are maintained and then to respond to priority 2 roadways.
- 2-6" Snow: Melting chemicals will be spread at busy intersections, school routes, hills, bridges, curves and other trouble spots as needed.

Class II: An event that results in more than 6 inches of snow will be handled in the following manner:
- Larimer County will help to maintain Harmony Road and County Road 5 (Main Street)
- Public Works will use plow trucks to ensure that priority 1 roads are maintained.
- During a major snowstorm of more than 6” of snow with wind causing blizzard conditions, concentration is given to all main arterials; snow melting chemicals will be spread at intersections around schools, hills, bridges, curves and other trouble spots until storm subsides.
- At the discretion of the Town Manager; a local contractor will be utilized in the removal of snow from the roadways.

Timnath roads are prioritized in the following order

- **Priority One:** Arterial streets are considered to be the minimum network which must be kept open to provide a transportation system connecting hospitals, fire stations, police stations and emergency responders. Arterial roadways include Harmony Road and County Road 5 (Main Street).

- **Priority Two:** Collector roads link local streets with the arterial street system. These include the following Weitzel Street, Swetsville Zoo Road, County Road 44, County Road 40 (Buss Grove Road), County Road 36 (River Pass Road), County Road 3 (Three Bell Parkway) County Road 1 (Latham Parkway), Serratoga Falls Parkway, Bidens Gate Drive, Club Drive, Schoolhouse Drive, Summerfield Parkway, Twin Bridge and Sienna Drive.

- **Priority 3:** Streets primarily located in residential areas. Priority 3 streets are plowed only when adverse weather conditions warrant such action.

- Alleys, residential and commercial driveways are not included in the snow removal policy.
<table>
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<tr>
<th><strong>Meeting Date:</strong> January 12, 2016</th>
<th><strong>Item:</strong> A Resolution Approving Renewal of an Independent Contractor Agreement with Bruen Media Group for assorted website, marketing, promotion, and public relations duties.</th>
<th><strong>Ordinance</strong></th>
<th><strong>Resolution</strong></th>
<th><strong>Discussion</strong></th>
<th><strong>For Information</strong></th>
</tr>
</thead>
</table>
| **Presented by:** Robert Rogers Town Attorney | **EXECUTIVE SUMMARY:** This Resolution would approve renewal of an Independent Contractor Agreement (the “Agreement”) with Bruen Media Group, LLC for assorted website, marketing, promotion, and public relations duties. | **STAFF RECOMMENDATION:** Staff recommends approval of this resolution. | **KEY POINTS/SUPPORTING INFORMATION:** This agreement:  
- Renews engagement of Bruen Media Group for assorted website, marketing, promotion, and public relations duties.  
- The Agreement is identical to the previous 2015 Agreement but with slight cost and time increase.  
- Town Staff has maintained a good working relationship with this contractor. | **ADVANTAGES:** The town is familiar with this company’s services and has had a good working relationship with the company. | **DISADVANTAGES:** None. |
| **FINANCIAL IMPACT:** Costs are $3700 per month and are budgeted. | **RECOMMENDED MOTION:** I move approval of Resolution No. 7, Series 2016 Approving Renewal of an Independent Contractor Agreement with Bruen Media Group, LLC for assorted website, marketing, promotion, and public relations duties. | **ATTACHMENTS:**  
1. Resolution  
2. Engagement Letter |
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 7, SERIES 2016

A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH BRUEN MEDIA GROUP, LLC

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

WHEREAS, attached hereto as Exhibit A is the Independent Contractor Agreement between the Town of Timnath and Bruen Media Group, LLC (the “Agreement”); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

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

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 12, 2016.

TOWN OF TIMNATH, COLORADO

__________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________________
Milissa Peters, Town Clerk
INDEPENDENT CONTRACTOR AGREEMENT

Bruen Media Group

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 1st day of January, 2016, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and BRUEN MEDIA GROUP, a Colorado limited liability company (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town was organized pursuant to Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries; and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to § 31-15-101, C.R.S., as amended; and

WHEREAS, funds have been budgeted and are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained; and

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (the “Services”): (a) in a first-class manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said Exhibit A; and (c) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement.
2. **TERM/RENEWAL.**

   a. This Agreement shall be effective as of January 1, 2016 and shall terminate upon the earlier to occur of (i) midnight, December 31, 2016, or (ii) completion of the Services, unless otherwise earlier terminated in accordance with Section 19. Notwithstanding the foregoing, this Agreement shall automatically renew on January 1st of each succeeding year for an additional one (1) year term unless: 1) terminated pursuant to this Agreement; 2) failure by the Town to budget and appropriate funds for the succeeding year; or 3) completion of the Services contemplated herein.

   b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until such approval is received.

3. **ADDITIONAL SERVICES.** The Town may, in writing, request the Contractor to provide additional services not set forth in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. **REPAIRS/CLAIMS.** The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town’s option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims it becomes aware of. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. **GENERAL PERFORMANCE STANDARDS.**

   a. The Contractor has by careful examination ascertained (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the
Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor’s performance of the Services does not meet this standard, the Contractor shall, at the Town’s request, re-perform the Services not meeting this standard without additional compensation.

b. The Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor’s reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give timely notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Town. Acceptance of the Services or any documents performed or prepared by the Contractor by the Town shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town’s request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the fee schedule contained in the attached Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services.
b. **Invoices.** Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of the Agreement and shall contain the following information:

i. An itemized statement of the Services performed.

ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10th of each month may be processed the following month.

8. **TIME FOR PAYMENT.** Payment for the Services shall be made by the Town within thirty (30) days of receipt of (i) a timely, satisfactory and detailed invoice and (ii) if applicable, a satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the best interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27, without the need for additional Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Board meeting.

9. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will
comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. The Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.

10. PUBLIC EMPLOYEES’ RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor’s employees that are members of the Colorado Public Employees’ Retirement Association pursuant to § 24-51-301, et seq., C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and Town’s obligations to perform under this Agreement are specifically conditioned on Contractor’s performance as required under this Paragraph 10.

11. EQUAL OPPORTUNITY; EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in § 8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated herein and will participate in the E-Verify Program or Department Program (as defined in § 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated herein.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

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

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

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of the Agreement pursuant to § 8-17.5-102, C.R.S., the Town may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

12. CONTRACTOR’S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit B, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for each coverage provided. The insurance policies will be endorsed to name the Town and its respective managers, council members, officers, directors, partners and employees, as additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers’ compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.
c. The Contractor’s failure to purchase the required insurance shall not serve to release it from any obligations contained herein; nor shall the purchase of the required insurance serve to limit the Contractor’s liability under any provision herein. The Contractor shall be responsible for the payment of any deductibles on issued policies.

13. CONFLICTS AND CONFLICTS.

a. The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act §§ 24-72-202, et seq., C.R.S., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

b. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the owner of conflicts that impact the Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, shall make them available for the Town’s use, and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated herein. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic’s, materialmen’s or other such lien claims, or rights to place a lien upon the Town’s property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15(b) below.
16. **INDEMNIFICATION.**

   a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, council members, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys’ fees, arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor’s performance of the Services or work pursuant to this Agreement. The Contractor is not obligated to indemnify the Town for the Town’s own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker’s compensation acts, disability acts or other employee benefit acts.

   b. The Contractor will at all times indemnify, defend and hold the Town and its directors, council members, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor’s Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys’ fees and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town’s property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys’ fees, will be immediately due and payable by the Contractor or may, at the Town’s option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town’s property.

   c. This indemnity coverage shall also cover the Town’s defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town’s protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. **ASSIGNMENT.** The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.
18. **SUB-CONTRACTORS.** The Contractor is solely and fully responsible to the Town for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained herein holding the Town harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the Town, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the Town’s approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor’s duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

19. **TERMINATION.** This Agreement may be terminated for cause or for convenience by the Contractor upon delivery of sixty (60) days prior written notice to the Town and by the Town by giving the Contractor sixty (60) days prior written notice. Such notice shall not be required for automatic expiration under Section 2 hereof. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereto, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. Such transition shall be complete and all time, fees and costs associated with such transition shall not be billed by the Contractor to the Town.

20. **DEFAULT.** If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the 15-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in
additional to any other legal or equitable remedy, have the right to terminate this Agreement and
enforce the defaulting party’s obligations pursuant to this Agreement by an action for injunction
or specific performance.

21. NOTICES. Any notice or communication required under this Agreement must
be in writing, and may be given personally, sent via nationally recognized overnight carrier
service, or by registered or certified mail, return receipt requested. If given by registered or
certified mail, the same will be deemed to have been given and received on the first to occur of
(i) actual receipt by any of the addressees designated below as the party to whom notices are to
be sent, or (ii) three days after a registered or certified letter containing such notice, properly
addressed, with postage prepaid, is deposited in the United States mail. If personally delivered
or sent via nationally recognized overnight carrier service, a notice will be deemed to have been
given and received on the first to occur of (i) one business day after being deposited with a
nationally recognized overnight air courier service or (ii) delivery to the party to whom it is
addressed. Any party hereto may at any time, by giving written notice to the other party hereto
as provided herein designate additional persons to whom notices or communications will be
given, and designate any other address in substitution of the address to which such notice or
communication will be given. Such notices or communications will be given to the parties at
their addresses set forth below:

To the Town: Town of Timnath
    Attn: April D. Getchius, Town Manager
    4800 Goodman Street
    Timnath CO, 80547
    970-224-3211 (phone)
    970-224-3217 (fax)

With a copy to: WHITE BEAR ANKELE TANAKA & WALDRON
    ATTORNEYS AT LAW
    Attn: Robert G. Rogers
    2154 East Commons Avenue, Suite 2000
    Centennial, Colorado 80122
    (303) 858-1800 (phone)
    (303) 858-1801 (fax)

Contractor: Bruen Media Group
    Attn: David Bruen
    5235 Gulf Stream Ct., 2nd Floor
    Loveland, CO 80538

22. AUDITS. The Town shall have the right to audit, with reasonable notice, any of
the Contractor’s books and records which may be necessary to substantiate any invoices and
payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and
personnel records) and the Contractor agrees to maintain adequate books and records for such
purposes during the term of this Agreement and for a period of two (2) years thereafter and to make
the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. **BINDING AGREEMENT.** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. **GOVERNING LAW / DISPUTES.** This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Larimer County. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Town’s request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated. In the event of any litigation between the Town and the Contractor to enforce any provision of this Agreement or any right of either Party hereto, the Parties agree that the court shall award costs and expenses to the prevailing Party, such costs and expenses to include reasonable attorneys’ fees. Otherwise, each Party shall pay its own costs and fees for litigation. At the Town’s request, the Contractor will consent to being joined in litigation between the Town and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor’s Services in a timely manner.

27. **GOOD FAITH OF PARTIES.** In the performance of this Agreement, or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
28. **SUBJECT TO ANNUAL APPROPRIATION AND BUDGET.** The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town’s obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town Council for the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town’s obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

30. **NEGOTIATED PROVISIONS.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

31. **SEVERABILITY.** If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. **OPEN RECORDS.** The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, et seq., C.R.S. In the event of the filing of a lawsuit to compel such disclosure, the Town will tender all such material for judicial determination on the issue of disclosure.
34. **TAX EXEMPT STATUS.** The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. Pursuant to § 39-26-1 14(1)(a)(XIX)(A), C.R.S., Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*Remainder of page intentionally left blank. Signature pages follow.*
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

THE TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Town Clerk

Town’s Signature Page to Independent Contractor Agreement for Marketing Services with the Town of Timnath
CONTRACTOR:

______________________________________________

Printed Name: David Bruen

Title: ______________________________

STATE OF COLORADO )

) ss.

COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this ___ day of ________,
20__, by ________________________________, as the ________________________________
of ________________________________.

WITNESS my hand and official seal.

My commission expires: ________________________________

(S E A L)

______________________________________________

Notary Public

*Contractor’s Signature Page to Independent Contractor Agreement for Marketing Services with the Town of Timnath*
EXHIBIT A
SCOPE OF SERVICES

Town of Timnath
Bruen Media Group
2016 Proposal

David Bruen (dba Bruen Media Group) proposes to be engaged by the Town of Timnath, on a contract basis, to execute assorted website, marketing, promotion, and public relations duties for the period of January 1, 2016 through December 31, 2016. The duties are described, but not limited to, the outline below.

➢ **Create a Marketing Outline with Proposed Budget for 2016**
  - With direction from the Town Manager, Bruen will create a marketing/promotional plan and budget that will likely incorporate traditional media (radio/television/print/ outdoor/etc.), new media (digital/online/social), grassroots/feet-on-the-street efforts, and the town’s website. Overall marketing efforts would target:
    - Residential Development (existing & future)
    - Commercial/Urban Development
    - Attractions/Amenities
    - Community Events (as needed)

➢ **Assist Urban Development Efforts**
  - Bruen will work closely with the Urban/Economic Development team/lead and assist in their efforts related to new businesses development for the town. Scope to include:
    - Idea Development
    - Video Presentations
    - Web-Based Video Support

➢ **Video Assets (On-Going)**
Creation of new video assets monthly as an integral component to the marketing efforts. Video production is separate from this contract and will be proposed and approved prior to projects being started. Content and information will be designed to resonate with prospective businesses and residents as they seek information to form decisions about the town. Concepts to consider include:

- Detailed look within the mapped boundaries of Timnath
  - What’s zoned/planned – where & time-frame
    - 1-3, 3-5, 5-10 year look at development
      - Commercial/business
      - Residential
      - Schools
      - Recreation & amenities
- Monthly Messages (website & emailed)
  - Mayor
  - Town Manager
- Showcase individual developments & developers
  - *Videos completely funded by builders*
    - Participation optional
  - Participation offsets cost of production for town
- Commercial/business development
- Council member interviews/profiles
- Interviews with residents about living in Timnath
- Interviews with businesses about locating in Timnath

General Public Relations
- In an effort to increase interest in the community and to keep local and regional media aware of growth and on-going activities within the town of Timnath, Bruen will target efforts on partnering with and/or encouraging local media of all types to include/feature the town as part of its content.
  - Press releases to local media
  - Communications with local media about:
    - Growth, new initiatives, new developments, commercial/businesses locating in Timnath
      - Radio interviews
      - Feature stories
        - Newspaper
        - Magazine
Online/Digital Media Oversight

- Initiate search optimization (SEO) the town’s website. Working with the Timnath staff on web related tasks that are self-directed and maintained in-house, as well as engaging assorted specialized vendors, Bruen will oversee the maintenance and continued expansion of town’s website (additional features, assets, tools, back-links, etc.), social media/Facebook pages, email, direct mail, and online communication with residents of the community. Duties, methods, and means to be further defined and may include:
  - Search Engine Optimization (SEO)
  - Search Engine Marketing (SEM)
  - Online directory of Timnath businesses
    - Retail, service, builders, etc.
  - Email data base of all residents (for town use only)
  - Mobile app for residents

Time Commitment & Compensation

- Estimated commitment of 34 to 38 hours per month or, 7 to 9 hours per week. Paid at a rate of $110 per hour. Annual average, for purposes of this contract, will be based on 8 hours per week, with a “not to exceed” annual total of $45,760. The rate per hour will be $110.
  - Monthly estimate - $3700
EXHIBIT B
INSURANCE REQUIREMENTS

Contractor shall maintain general liability insurance, at its expense, in an amount of at least One Million Dollars ($1,000,000.00) and insurance for protection from claims under workers’ compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.
**TOWN COUNCIL COMMUNICATION**

| Meeting Date: | 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.” |
| Presented by: | Town Attorney |
|              | Ordinance □  |
|              | Resolution □ |
|              | Discussion X |

**KEY POINTS/SUPPORTING INFORMATION:**

**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.”

**ADVANTAGES:**
N/A

**DISADVANTAGES:**
N/A

**FINANCIAL IMPACT:**
N/A

**RECOMMENDATIONS:**
I move to enter into Executive Session “For ____________________________.”

**ATTACHMENTS:**
N/A