1. CALL TO ORDER AND ROLL CALL
   Mayor Jill Grossman-Belisle
   Mayor Pro Tem Bryan Voronin
   Councilmember Bill Neal
   Councilmember Aaron Pearson
   Councilmember Paul Steinway

2. AMENDMENTS TO THE AGENDA Note: The Council may add to this agenda, any item for discussion or action.

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

4. CONSENT AGENDA
   a. Approval of the June 14, 2016, Town Council Meeting Minutes
   b. Approval of the Check Register
   c. APEX Paving Payment

5. REPORTS
   a. Mayor and Council
   b. Staff

6. ORDER OF BUSINESS:
   a. RESOLUTION NO. 50, SERIES 2016, A Resolution Approving Mutual Aid Agreement For Disaster-Emergency Mutual Aid And Disaster-Emergency Funding Assistance
   Presented by April Getchius, Town Manager

   b. RESOLUTION NO. 51, SERIES 2016, A Resolution Ratifying the Terms of Annexation Agreement for the Brandt Property
   Presented by Robert Rogers, Contracted Town Attorney

   c. RESOLUTION NO. 52, SERIES 2016, A Resolution Approving Professional Services Agreement with Precision Pavement Marking for the 2016 Roadway Striping Program
   Presented by Don Taranto, Contracted Town Engineer

   d. RESOLUTION NO. 53, SERIES 2016, A Resolution Approving Renewal of an Engagement Letter with Clifton Larson Allen, LLP for professional accounting Services
   Presented by Robert Rogers, Contracted Town Attorney

   e. RESOLUTION NO. 54, SERIES 2016, A Resolution Approving a Professional Town Engineer, Public Works, and Planning Services Engagement Letter with TST Inc., Consulting Engineers
   Presented by Robert Rogers, Contracted Town Attorney
f. RESOLUTION NO. 55, SERIES 2016, A Resolution Approving a General Counsel Engagement Letter with White Bear Ankele Tanaka & Waldron, PC (WBATW)
   Presented by Robert Rogers, Contracted Town Attorney

g. RESOLUTION NO. 56, SERIES 2016, A Resolution Approving a Crossing Agreement for Summerfields Parkway with the Cache la Poudre Reservoir Company
   Presented by Robert Rogers, Contracted Town Attorney

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

i. RESOLUTION NO. 57, SERIES 2016, A Resolution Approving Town actions in response to the Town of Severance’s annexation of the Buffalo Creek Property
   Presented by Robert Rogers, Contracted Town Attorney

j. DISCUSSION/POSSIBLE ACTION: Town Manager Review and Salary Adjustment
   Presented by Robert Rogers, Contracted Town Attorney

7. ADJOURNMENT
Town of Timnath
Regular Meeting Minutes
Tuesday, June 14, 2016

IMMEDIATELY FOLLOWED THE TIMNATH LIQUOR BOARD 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 Pro Tem Voronin called to order the meeting of the Town Council on Tuesday, June 14, 2016, at 6:03 p.m.

Present:
 a. Mayor Pro Tem Bryan Voronin
 b. Councilmember Bill Neal
 c. Councilmember Aaron Pearson
 d. Councilmember Paul Steinway

Absent:
 a. Mayor Jill Grossman-Belisle

Also Present:
 a. April Getchius, Town Manager
 b. Robert Rogers, Contracted Town Attorney
 c. Milissa Peters, Town Clerk
 d. Don Taranto, Contracted Town Engineer
 e. Brian Williamson, Contracted Town Planner
 f. Kevin Koelbel, Contracted Town Planner
 g. Eric Fuhrman, Contracted Town Engineer
 h. Matt, Taranto, Contracted Town Engineer
 i. Lynn Kendall, Town Resident
 j. Mark Tingeys, Harmony Subdivision Representative
 k. Ken Merritt, J.R Engineering for Harmony Subdivision

2. AMENDMENTS TO THE AGENDA:
 a. Item 6g moved to 6d.
 b. Item 6j was removed.

3. PUBLIC COMMENT ON NON-AGENDA ITEMS:
 a. Lynn Kendall, Timnath Resident, Ms. Kendall asked Council to consider tornado sirens for the community.
4. **CONSENT AGENDA:**
   a. Approval of the May 10, 2016, Town Council Meeting Minutes
   b. Approval of the Check Register
   c. APEX Paving Payment

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

5. **REPORTS:**
   a. Mayor/Council
      i. Town of Severance Town Council update.
      ii. Town BBQ and other events update.

6. **ORDER OF BUSINESS:**
   a. **RESOLUTION NO. 41, SERIES 2016**, A Resolution Approving Amendments to a Timnath Town Policy Regarding Timnath Reservoir
      Staff Comments:
      • Ms. Getchius spoke to Council about the proposed resolution.

Councilmember Steinway moved to approve RESOLUTION NO. 41, SERIES 2016, A Resolution Approving Amendments to a Timnath Town Policy Regarding Timnath Reservoir. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

   b. **RESOLUTION NO. 42, SERIES 2016**, A Resolution Approving the Harmony Subdivision 3rd Filing First Amended Final Plat
      Staff Comments:
      • Mr. Koelbel spoke to Council about the proposed resolution.
      • Mr. Merritt further explained the proposed first amended final plat.

Council Comments:
• Councilmember Steinway asked about the paired homes having a shared wall and Mr. Merritt confirmed a shared wall.

Councilmember Steinway moved to approve RESOLUTION NO. 42, SERIES 2016, A Resolution Approving the Harmony Subdivision 3rd Filing First Amended Final Plat. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

   c. **RESOLUTION NO. 43, SERIES 2016**, A Resolution Approving Various Agreements in Connection with the Acquisition of the Walker Manufacturing Property as Part of the Harmony Road Widening Project
      Staff Comments:
      • Mr. Rogers spoke to Council about the proposed resolution.
      • Mayor Pro Tem asked about the well agreement and Mr. Furhman explained the agreement and how it effects the project in future phases.
Councilmember Pearson moved to approve RESOLUTION NO. 43, SERIES 2016, A Resolution Approving Various Agreements in Connection with the Acquisition of the Walker Manufacturing Property as Part of the Harmony Road Widening Project. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

d. **MOVED FROM 6g - RESOLUTION NO. 47, SERIES 2016, A Resolution Approving the Construction Phase of the Old Town Improvements – Phase 2 North**

Staff Comments:
- Mr. Taranto spoke to Council about the proposed resolution.
- Mr. Furhman spoke about the bid adjustments made for the project including the Timnath Elementary school portion.

Council Comments:
- Councilmember Neal asked about how to approach future projects because of the construction prices and Mr. Taranto stated that discussions happen prior to the bid process and explained that being flexible is key to getting bids closer to the budget.
- Councilmember Steinway asked how much had been previously spent and Mr. Taranto estimated the sewer cost to date to be $4 million. Mr. Taranto also explained estimated future development reimbursement to be $3.5 million.

Councilmember Neal moved to approve RESOLUTION NO. 47, SERIES 2016, A Resolution Approving the Construction Phase of the Old Town Improvements – Phase 2 North. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

e. **PREVIOUSLY 6d - RESOLUTION NO. 44, SERIES 2016, A Resolution approving a Sewer Service Assistance Agreement with Poudre School District**

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

Councilmember Steinway moved to approve RESOLUTION NO. 44, SERIES 2016, A Resolution approving a Sewer Service Assistance Agreement with Poudre School District. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

f. **PREVIOUSLY 6e - RESOLUTION NO. 45, SERIES 2016, A Resolution Approving the Purchase of a Gangway and Floating Dock System from GatorDock for the Timnath Reservoir**

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

Councilmember Pearson moved to approve RESOLUTION NO. 45, SERIES 2016, A Resolution Approving the Purchase of a Gangway and Floating Dock System from GatorDock for the Timnath Reservoir. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.
g. **PREVIOUSLY 6f - RESOLUTION NO. 46, SERIES 2016**, A Resolution Approving the Construction Phase of the Summerfields Crossing Project

Staff Comments:
- Mr. Taranto spoke to Council about the proposed resolution.
- Mr. Furhman explained the bidding, some project details and timeline.

**Councilmember Neal moved to approve RESOLUTION NO. 46, SERIES 2016**, A Resolution Approving the Construction Phase of the Summerfields Crossing Project. **Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

h. **RESOLUTION NO. 48, SERIES 2016**, A Resolution Approving the payment of Funds related to the Sixth Amendment to the Fort Collins / Timnath IGA

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

**Councilmember Pearson moved to approve RESOLUTION NO. 48, SERIES 2016**, A Resolution Approving the payment of Funds related to the Sixth Amendment to the Fort Collins / Timnath IGA. **Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.**

i. **RESOLUTION NO. 49, SERIES 2016**, A Resolution Approving A Memorandum of Understanding with the Fort Collins-Loveland Water District

Staff Comments:
- Ms. Getchius spoke to Council about the proposed resolution.
- Mr. Taranto further explained discussions with the District regarding payment and future maintenance.

**Councilmember Neal moved to approve RESOLUTION NO. 49, SERIES 2016**, A Resolution Approving A Memorandum of Understanding with the Fort Collins-Loveland Water District. **Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

j. **REMOVED - 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.”

**7. ADJOURNMENT:**

Mayor Pro Tem Voronin adjourned the meeting 7:03 p.m.
Town Council approved the June 14, 2016, Town Council Meeting Minutes on June 28, 2016.

TOWN OF TIMNATH

________________________
Jill Grossman-Belisle, Mayor

ATTEST:

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Milissa Peters, CMC
Town Clerk
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<td>Grand Totals:</td>
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<td>240,832.07</td>
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Dated: ______________________________________________________

Mayor: ______________________________________________________

City Council: ______________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

City Recorder: ____________________________________________
TOWN OF TIMNATH, CO
APPLICATION FOR STANDARD SERVICES PAYMENT

INVOICE NO. 166-241A DATE: 6/14/2016
CONTRACTOR: APEX Pavement Solutions
ADDRESS: 507 10th Street #207, Golden, CO 80401
CONTRACT FOR: Timnath 2016 Road Repair Portion of the Road Maintenance Program

As Town Engineer I have reviewed the attached invoice for Standard Services as it relates to the project referenced above. I find the invoice attached hereto to be consistent with the terms of the contract and reasonable as to the effort put forward by the contractor thus far. I hereby recommend payment of said invoice by the Town of Timnath.

By: ____________________________ Date: 6-15-16
TST, Inc. Consulting Engineers

Application is made for Payment, as shown below, in connection with the Agreement. Contractors Invoice is attached.

The Present status of the account for this Agreement is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>ORIGINAL AGREEMENT AMOUNT</td>
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<td>APPROVED CHANGE ORDERS TO DATE</td>
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<td>ADJUSTED AGREEMENT AMOUNT</td>
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<td>TOTAL WORK COMPLETED AND MATERIALS USED</td>
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<td>RETAINAGE WITHHELD (0%)</td>
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<td>LIQUIDATED DAMAGES WITHHELD</td>
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<td>CURRENT PAYMENT DUE</td>
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APPROVED BY: ____________________________ DATE: 6/15/16
(Public Works Director)

TST, Inc. Consulting Engineers
Bill To
TST, Inc. Consulting Engineers
760 Whalers Way
Bldg C, Suite 200
Fort Collins, CO 80525

Job Location
Town of Timnath
2016 Road Maint. Program
Various Locations
Timnath, CO

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<tr>
<th>P.O. No.</th>
<th>Terms</th>
<th>Description</th>
<th>Amount</th>
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<td>Asphalt Repair with traffic control, excavate, tack &amp; coat and replace 239.26 tons</td>
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<td>Infrared Patching on Harmony - including traffic control, bonding and Mobilization</td>
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Thank you for your business.

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1. Financial statements for the four months ended April 30, 2016 are attached for Council’s review. The financial statements will be marked as draft until such time that the Council has approved the December 31, 2015 audited financial statements.

2. Sales tax revenues for the first four months of the year reflect an increase of 7.6% in comparison to the same period from the prior year.

3. Unfavorable significant variances in revenues through April 30, 2016 are due to delays in the projected timing of building activity as well as delays in completion of capital projects and the related draw down of TDA loan proceeds.

4. The vast majority of expenditures through April 30, 2016 show favorable variances. Significant favorable variances related to capital project expenditures are due to delay of completion of projects rather than assumed savings as compared to year to date budget figures.

5. The Town’s auditor has completed their audit field work associated with the 2015 audit. The auditor is scheduled to discuss the 2015 audit and audit process with Council at the July 12th Council meeting.

6. The 2015 audit includes the implementation of a new, required auditing standard (GASB 68). The new standard requires all governments to report their related pension liability on a full accrual basis and include various related note disclosures and information. Additional information regarding GASB 68 will be discussed during the July 12th meeting.
TOWN OF TIMNATH
FINANCIAL STATEMENTS

April 30, 2016
### ASSETS

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<th>Category</th>
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### LIABILITIES AND FUND BALANCE

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<tr>
<td>Conservation Trust Fund</td>
<td>53,382</td>
<td></td>
<td></td>
<td>53,382</td>
</tr>
<tr>
<td>Police Impact Fees</td>
<td>73,603</td>
<td></td>
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<td>73,603</td>
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<tr>
<td>Parks Impact Fees</td>
<td>1,630,046</td>
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<td>1,630,046</td>
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<tr>
<td>Cash in Lieu of Land - School</td>
<td>1,276,935</td>
<td></td>
<td></td>
<td>1,276,935</td>
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<tr>
<td>Public Safety Grant</td>
<td>-</td>
<td>1,644</td>
<td></td>
<td>1,644</td>
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<tr>
<td>Capital Projects</td>
<td>-</td>
<td></td>
<td>14,468,845</td>
<td>14,468,845</td>
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<tr>
<td>Debt Service</td>
<td>-</td>
<td></td>
<td>4,425,904</td>
<td>4,425,904</td>
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<tr>
<td>Unrestricted</td>
<td>7,870,872</td>
<td></td>
<td></td>
<td>7,870,872</td>
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<tr>
<td><strong>Total Fund Balance</strong></td>
<td>10,904,837</td>
<td>1,644</td>
<td>18,894,749</td>
<td>29,801,229</td>
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</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>General Fund</th>
<th>Grants Fund</th>
<th>TDA</th>
<th>Total Governmental Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Liabilities and Fund Balance</td>
<td>12,669,929</td>
<td>1,644</td>
<td>19,213,707</td>
<td>31,885,279</td>
</tr>
</tbody>
</table>
# Statement of Revenue, Expenditures and Changes in Fund Balance - Actual and Budget

## General Fund

### Summary

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date Actual</th>
<th>Year to Date Budget</th>
<th>Year to Date Variance</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td>216,774</td>
<td>913,141</td>
<td>979,272</td>
<td>(66,131)</td>
<td>3,066,026</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>742,855</td>
<td>1,209,908</td>
<td>2,931,188</td>
<td>(1,721,280)</td>
<td>17,058,241</td>
</tr>
<tr>
<td>Licenses, Fees &amp; Charges</td>
<td>106,452</td>
<td>490,994</td>
<td>1,220,366</td>
<td>(729,372)</td>
<td>3,593,696</td>
</tr>
<tr>
<td>Other</td>
<td>28,156</td>
<td>67,572</td>
<td>72,206</td>
<td>(4,634)</td>
<td>223,300</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>1,094,237</td>
<td>2,681,614</td>
<td>5,203,032</td>
<td>(2,521,418)</td>
<td>23,941,263</td>
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### Expenditures

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td>240,713</td>
<td>668,701</td>
<td>764,031</td>
<td>95,330</td>
<td>2,263,566</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>1,505</td>
<td>5,780</td>
<td>11,300</td>
<td>5,520</td>
<td>33,400</td>
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<tr>
<td>Community Development</td>
<td>65,110</td>
<td>277,813</td>
<td>414,784</td>
<td>137,171</td>
<td>1,131,334</td>
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<tr>
<td>Public Safety</td>
<td>105,106</td>
<td>271,825</td>
<td>402,608</td>
<td>130,783</td>
<td>994,419</td>
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<tr>
<td>Public Works</td>
<td>79,632</td>
<td>261,545</td>
<td>530,447</td>
<td>268,902</td>
<td>1,586,861</td>
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<td>Parks and Recreation</td>
<td>240,321</td>
<td>890,725</td>
<td>1,982,916</td>
<td>1,092,191</td>
<td>3,769,407</td>
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<tr>
<td>Capital Outlay</td>
<td>53,676</td>
<td>269,376</td>
<td>2,222,864</td>
<td>1,953,488</td>
<td>20,510,112</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>786,063</td>
<td>2,645,565</td>
<td>6,328,950</td>
<td>3,683,385</td>
<td>30,289,099</td>
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</tbody>
</table>

### Excess of Revenue Over (Under) Expenditures

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td>308,173</td>
<td>36,049</td>
<td>(1,125,918)</td>
<td>1,161,967</td>
<td>(6,347,836)</td>
</tr>
</tbody>
</table>

### Other Financing Sources (Uses)

<p>| | | | | | |</p>
<table>
<thead>
<tr>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Transfers In</td>
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<td>713</td>
<td>0</td>
<td>713</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources (Uses)</strong></td>
<td>713</td>
<td>713</td>
<td>0</td>
<td>713</td>
<td>0</td>
</tr>
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</table>

### Excess of Revenue and Other Financing Sources Over (Under) Expenditures and Other Financing Uses

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td>308,886</td>
<td>36,761</td>
<td>(1,125,918)</td>
<td>1,162,679</td>
<td>(6,347,836)</td>
</tr>
</tbody>
</table>

### Fund Balance-Beginning

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>10,868,076</td>
<td>11,310,846</td>
<td>(442,770)</td>
<td>11,310,846</td>
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</tbody>
</table>

### Fund Balance-Ending

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>308,886</td>
<td>10,904,837</td>
<td>10,184,928</td>
<td>719,909</td>
<td>4,963,010</td>
<td></td>
</tr>
</tbody>
</table>

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**DRAFT**

These financial statements should be read only in connection with the accompanying accountant's compilation report.
## TOWN OF TIMNATH
### STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - ACTUAL AND BUDGET FOR THE 4 MONTHS ENDING APRIL 30, 2016

**GENERAL FUND**

### REVENUE DETAIL

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TAXES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>20,929</td>
<td>48,960</td>
<td>44,422</td>
<td>4,538</td>
<td>73,426</td>
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<tr>
<td>Specific Ownership Tax</td>
<td>3,036</td>
<td>11,478</td>
<td>11,628</td>
<td>(150)</td>
<td>34,900</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>90,304</td>
<td>411,059</td>
<td>402,666</td>
<td>8,393</td>
<td>1,388,500</td>
</tr>
<tr>
<td>Motor Vehicle Sales Tax</td>
<td>32,931</td>
<td>136,028</td>
<td>97,290</td>
<td>38,738</td>
<td>324,300</td>
</tr>
<tr>
<td>Use Tax - Building Materials</td>
<td>69,574</td>
<td>305,615</td>
<td>423,266</td>
<td>(117,651)</td>
<td>1,244,900</td>
</tr>
<tr>
<td>Total Taxes</td>
<td>216,774</td>
<td>913,141</td>
<td>979,272</td>
<td>(66,131)</td>
<td>3,066,026</td>
</tr>
<tr>
<td><strong>INTERGOVERNMENTAL REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>12,537</td>
<td>41,913</td>
<td>31,292</td>
<td>10,621</td>
<td>107,900</td>
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<tr>
<td>Highway Users Tax (HUTF)</td>
<td>9,042</td>
<td>33,784</td>
<td>33,500</td>
<td>284</td>
<td>100,538</td>
</tr>
<tr>
<td>Conservation Trust Fund (LOTTERY)</td>
<td>0</td>
<td>4,668</td>
<td>3,800</td>
<td>868</td>
<td>15,200</td>
</tr>
<tr>
<td>Cigarette Tax</td>
<td>956</td>
<td>4,215</td>
<td>2,378</td>
<td>1,837</td>
<td>8,200</td>
</tr>
<tr>
<td>Severance Tax</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>12,448</td>
</tr>
<tr>
<td>County Road and Bridge Shareback</td>
<td>0</td>
<td>10,761</td>
<td>7,120</td>
<td>3,641</td>
<td>17,800</td>
</tr>
<tr>
<td>Motor Vehicle Registration Fees</td>
<td>1,033</td>
<td>3,600</td>
<td>3,136</td>
<td>464</td>
<td>11,200</td>
</tr>
<tr>
<td>Capital - Transfer from TDA</td>
<td>61,047</td>
<td>(71,154)</td>
<td>2,114,000</td>
<td>(2,185,154)</td>
<td>14,247,156</td>
</tr>
<tr>
<td>Intergovernmental - TDA</td>
<td>658,241</td>
<td>1,182,121</td>
<td>735,962</td>
<td>446,159</td>
<td>2,537,799</td>
</tr>
<tr>
<td>Total Intergovernmental Revenue</td>
<td>742,855</td>
<td>1,209,908</td>
<td>2,931,188</td>
<td>(1,721,280)</td>
<td>17,058,241</td>
</tr>
<tr>
<td><strong>LICENSES, FEES AND CHARGES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax and Business License Fees</td>
<td>375</td>
<td>1,202</td>
<td>5,640</td>
<td>(4,439)</td>
<td>18,800</td>
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<tr>
<td>Liquor License Fees</td>
<td>0</td>
<td>100</td>
<td>113</td>
<td>(13)</td>
<td>225</td>
</tr>
<tr>
<td>Building Permit Fees</td>
<td>23,270</td>
<td>126,087</td>
<td>222,394</td>
<td>(96,307)</td>
<td>654,100</td>
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<tr>
<td>Annexation Fees</td>
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<td>0</td>
<td>40,000</td>
<td>(40,000)</td>
<td>80,000</td>
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<tr>
<td>Community Development Fees</td>
<td>2,915</td>
<td>6,795</td>
<td>12,500</td>
<td>(5,705)</td>
<td>50,000</td>
</tr>
<tr>
<td>Administrative Fees</td>
<td>10,117</td>
<td>48,615</td>
<td>97,461</td>
<td>(48,846)</td>
<td>249,900</td>
</tr>
<tr>
<td>Impact Fees (and Cash in Lieu of Land - School)</td>
<td>68,219</td>
<td>281,599</td>
<td>627,980</td>
<td>(346,381)</td>
<td>1,847,000</td>
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<tr>
<td>Contract Reimbursements</td>
<td>0</td>
<td>0</td>
<td>56,918</td>
<td>(56,918)</td>
<td>227,671</td>
</tr>
<tr>
<td>Developer Charge Backs</td>
<td>206</td>
<td>23,396</td>
<td>154,360</td>
<td>(130,964)</td>
<td>454,000</td>
</tr>
<tr>
<td>Other Licenses, Fees and Charges</td>
<td>1,350</td>
<td>3,200</td>
<td>3,000</td>
<td>200</td>
<td>12,000</td>
</tr>
<tr>
<td>Total Licenses, Fees and Charges</td>
<td>106,452</td>
<td>490,994</td>
<td>1,220,366</td>
<td>(729,372)</td>
<td>3,593,696</td>
</tr>
</tbody>
</table>
### TOWN OF TIMNATH

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - ACTUAL AND BUDGET FOR THE 4 MONTHS ENDING APRIL 30, 2016

**GENERAL FUND**

**REVENUE DETAIL**

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OTHER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>19,823</td>
<td>36,022</td>
<td>47,456</td>
<td>(11,434)</td>
<td>148,300</td>
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<tr>
<td>Fines and Forfeitures</td>
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<td>12,350</td>
<td>3,300</td>
<td>9,050</td>
<td>10,000</td>
</tr>
<tr>
<td>Net Investment Income</td>
<td>4,418</td>
<td>15,258</td>
<td>4,950</td>
<td>10,308</td>
<td>15,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>1,092</td>
<td>3,942</td>
<td>16,500</td>
<td>(12,558)</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>TOTAL OTHER</strong></td>
<td>28,156</td>
<td>67,572</td>
<td>72,206</td>
<td>(4,634)</td>
<td>223,300</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>1,094,237</td>
<td>2,681,614</td>
<td>5,203,032</td>
<td>(2,521,418)</td>
<td>23,941,263</td>
</tr>
</tbody>
</table>

**These financial statements should be read only in connection with the accompanying accountant’s compilation report.**
## General Fund

**Expenditure Detail**

<table>
<thead>
<tr>
<th></th>
<th>Current Month Actual</th>
<th>Year to Date Actual</th>
<th>Year to Date Budget</th>
<th>Year to Date Variance</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Town Council Expenditures</strong></td>
<td>60</td>
<td>1,385</td>
<td>2,640</td>
<td>1,255</td>
<td>8,000</td>
</tr>
<tr>
<td><strong>Town Administration - Salaries and Benefits</strong></td>
<td>37,368</td>
<td>140,049</td>
<td>151,524</td>
<td>11,475</td>
<td>459,166</td>
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<tr>
<td><strong>Town Clerk - Elections</strong></td>
<td>0</td>
<td>1,619</td>
<td>5,000</td>
<td>3,381</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>County Treasurer and Other Fees</strong></td>
<td>2,982</td>
<td>5,381</td>
<td>9,240</td>
<td>3,859</td>
<td>28,000</td>
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<tr>
<td><strong>Dues and Memberships</strong></td>
<td>456</td>
<td>3,511</td>
<td>3,906</td>
<td>395</td>
<td>6,000</td>
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<tr>
<td><strong>Finance - Contracted</strong></td>
<td>43,716</td>
<td>85,440</td>
<td>82,700</td>
<td>2,740</td>
<td>248,200</td>
</tr>
<tr>
<td><strong>Finance - Out of Scope</strong></td>
<td>2,864</td>
<td>6,315</td>
<td>15,000</td>
<td>8,685</td>
<td>30,000</td>
</tr>
<tr>
<td><strong>Human Resources - Contracted</strong></td>
<td>0</td>
<td>4,756</td>
<td>7,500</td>
<td>2,744</td>
<td>15,000</td>
</tr>
<tr>
<td><strong>Information Technology-Contracted</strong></td>
<td>4,752</td>
<td>22,983</td>
<td>28,324</td>
<td>5,341</td>
<td>85,000</td>
</tr>
<tr>
<td><strong>Information Technology-Hardware &amp; Software</strong></td>
<td>1,010</td>
<td>25,471</td>
<td>16,582</td>
<td>8,889</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Legal - Contracted</strong></td>
<td>24,668</td>
<td>112,152</td>
<td>120,120</td>
<td>7,968</td>
<td>360,500</td>
</tr>
<tr>
<td><strong>Legal - Out of Scope</strong></td>
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<td>32,720</td>
<td>30,000</td>
<td>2,720</td>
<td>60,000</td>
</tr>
<tr>
<td><strong>Legal - Special Counsel</strong></td>
<td>39,615</td>
<td>71,585</td>
<td>25,000</td>
<td>46,585</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Audit</strong></td>
<td>0</td>
<td>4,625</td>
<td>4,625</td>
<td>4,625</td>
<td>18,500</td>
</tr>
<tr>
<td><strong>Consulting</strong></td>
<td>3,979</td>
<td>8,671</td>
<td>20,000</td>
<td>11,329</td>
<td>40,000</td>
</tr>
<tr>
<td><strong>Insurance</strong></td>
<td>21,614</td>
<td>43,228</td>
<td>37,500</td>
<td>5,728</td>
<td>75,000</td>
</tr>
<tr>
<td><strong>General Office and Administration</strong></td>
<td>9,859</td>
<td>38,247</td>
<td>45,250</td>
<td>7,003</td>
<td>105,000</td>
</tr>
<tr>
<td><strong>Town Events</strong></td>
<td>3,212</td>
<td>14,686</td>
<td>53,324</td>
<td>38,638</td>
<td>315,200</td>
</tr>
<tr>
<td><strong>Community Engagement</strong></td>
<td>0</td>
<td>0</td>
<td>12,500</td>
<td>12,500</td>
<td>25,000</td>
</tr>
<tr>
<td><strong>Economic Development</strong></td>
<td>29,415</td>
<td>45,877</td>
<td>79,968</td>
<td>34,091</td>
<td>240,000</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>1,557</td>
<td>4,627</td>
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<td><strong>Total General Government</strong></td>
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<td>668,701</td>
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<td>YEAR TO DATE BUDGET</td>
<td>YEAR TO DATE VARIANCE</td>
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</tr>
<tr>
<td>----------------</td>
<td>--------------</td>
<td>---------------------</td>
<td>---------------------</td>
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<td>4,400</td>
<td>26,400</td>
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<td>0</td>
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<td>500</td>
<td>1,000</td>
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<td>5,780</td>
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<td>5,520</td>
<td>33,400</td>
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<th>COMMUNITY DEVELOPMENT</th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
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<tr>
<td>SALARIES AND BENEFITS</td>
<td>4,568</td>
<td>18,607</td>
<td>18,928</td>
<td>321</td>
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<td>45,333</td>
<td>47,268</td>
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<td>DEVELOPMENT REVIEW-PLANNING</td>
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<td>62,820</td>
<td>77,000</td>
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<td>231,000</td>
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<td>43,768</td>
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<td>277,613</td>
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<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
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<tbody>
<tr>
<td>SALARIES AND BENEFITS</td>
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<td>171,861</td>
<td>261,400</td>
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<td>4,336</td>
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<td>31,880</td>
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<td>40,840</td>
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<td>CONTRACTED SERVICES</td>
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<td>17,688</td>
<td>32,866</td>
<td>15,178</td>
<td>67,215</td>
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<td>56,653</td>
<td>58,500</td>
<td>1,847</td>
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<td>6,604</td>
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<td>271,825</td>
<td>402,608</td>
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<td>994,419</td>
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## PUBLIC WORKS

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<th>Current Month</th>
<th>Year to Date</th>
<th>Year to Date</th>
<th>Year to Date</th>
<th>Annual Budget</th>
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</thead>
<tbody>
<tr>
<td><strong>Salaries and Benefits</strong></td>
<td>16,365</td>
<td>66,064</td>
<td>94,244</td>
<td>28,180</td>
<td>282,733</td>
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<tr>
<td><strong>Public Works Director - Contracted</strong></td>
<td>14,418</td>
<td>58,325</td>
<td>56,668</td>
<td>(1,657)</td>
<td>170,000</td>
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<td><strong>General Engineering - Contracted</strong></td>
<td>14,459</td>
<td>64,746</td>
<td>83,332</td>
<td>18,586</td>
<td>250,000</td>
</tr>
<tr>
<td><strong>General Engineering - Out of Scope</strong></td>
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<td>0</td>
<td>25,000</td>
<td>25,000</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Mosquito Control</strong></td>
<td>3,950</td>
<td>3,950</td>
<td>6,667</td>
<td>2,717</td>
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<td><strong>Weed Control</strong></td>
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<td>0</td>
<td>6,000</td>
<td>6,000</td>
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<tr>
<td><strong>Grading</strong></td>
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<td>2,598</td>
<td>10,000</td>
<td>7,402</td>
<td>20,000</td>
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<td><strong>Vehicles - Repairs and Maintenance</strong></td>
<td>9,754</td>
<td>17,993</td>
<td>91,500</td>
<td>73,507</td>
<td>137,012</td>
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<td>3,500</td>
<td>7,000</td>
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<td>23,332</td>
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<td>0</td>
<td>6,668</td>
<td>6,668</td>
<td>20,000</td>
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<td><strong>Drainage</strong></td>
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<td>0</td>
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<td>10,000</td>
<td>20,000</td>
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<td><strong>Road Maintenance/Resurfacing</strong></td>
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<td>0</td>
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<td>87,500</td>
<td>350,000</td>
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<td><strong>Landscape Maintenance</strong></td>
<td>55</td>
<td>3,095</td>
<td>2,500</td>
<td>(595)</td>
<td>15,000</td>
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<td><strong>Street Signs</strong></td>
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<td>3,500</td>
<td>(883)</td>
<td>7,000</td>
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<tr>
<td><strong>Street Striping</strong></td>
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<td>0</td>
<td>0</td>
<td>50,000</td>
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<td><strong>Town Clean-Up Day</strong></td>
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<td>10,301</td>
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<td>(10,301)</td>
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<tr>
<td><strong>Tractor Lease</strong></td>
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<td>4,704</td>
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<td>261,545</td>
<td>530,447</td>
<td>268,902</td>
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## PARKS AND RECREATION

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<tr>
<th>Item</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Year to Date</th>
<th>Year to Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries and Benefits</strong></td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<td>37,198</td>
<td>37,916</td>
<td>718</td>
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<td>0</td>
<td>10,000</td>
<td>10,000</td>
<td>75,000</td>
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<td><strong>General Trail Improvements</strong></td>
<td>5,394</td>
<td>5,394</td>
<td>10,000</td>
<td>4,606</td>
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<td><strong>Harmony Bridge Sculpture</strong></td>
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<td>51,632</td>
<td>185,000</td>
<td>133,368</td>
<td>185,000</td>
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<td><strong>Poudre River Trail - Regional - Corridor</strong></td>
<td>749</td>
<td>14,393</td>
<td>0</td>
<td>(14,393)</td>
<td>0</td>
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<tr>
<td><strong>Poudre River Trailhead Park</strong></td>
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<td>10,362</td>
<td>50,000</td>
<td>39,638</td>
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<tr>
<td><strong>Poudre River Trail - Regional - County</strong></td>
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<td>779</td>
<td>25,000</td>
<td>24,221</td>
<td>25,000</td>
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<td><strong>Timnath South Regional Park - Construction</strong></td>
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<td>719,135</td>
<td>1,480,000</td>
<td>760,865</td>
<td>2,600,000</td>
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<td><strong>Timnath Reservoir Trail and Park</strong></td>
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<td>25,582</td>
<td>95,000</td>
<td>69,418</td>
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<td>7,462</td>
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<td>67,538</td>
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<td>890,725</td>
<td>1,982,916</td>
<td>1,092,191</td>
<td>3,769,407</td>
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### Statement of Revenue, Expenditures and Changes in Fund Balance - Actual and Budget

**TOWN OF TIMNATH**

**Statement of Revenue, Expenditures and Changes in Fund Balance - Actual and Budget**

**For the 4 Months Ending April 30, 2016**

#### General Fund

**Expenditure Detail**

<table>
<thead>
<tr>
<th>Capital Outlay</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Year to Date</th>
<th>Year to Date</th>
<th>Annual Budget</th>
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<tr>
<td><strong>Roads and Utilities</strong></td>
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<td></td>
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<td>Bethke Warning Lights</td>
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<td>0</td>
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<td>123,859</td>
<td>470,000</td>
<td>346,141</td>
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<td>Parkway Improvements</td>
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<td>0</td>
<td>0</td>
<td>2,500,000</td>
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<tr>
<td>Riverbend Infrastructure</td>
<td>0</td>
<td>5,414</td>
<td>475,000</td>
<td>469,586</td>
<td>500,000</td>
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<td>2,670</td>
<td>0</td>
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<td>0</td>
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<td>Summerfield Parkway Ditch Crossing</td>
<td>1,395</td>
<td>32,293</td>
<td>450,000</td>
<td>417,707</td>
<td>900,000</td>
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<td>65,373</td>
<td>60,000</td>
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<td>29,000</td>
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<td><strong>Buildings and Equipment</strong></td>
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<td>Emergency Preparedness</td>
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<td>5,000</td>
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<td><strong>Stormwater</strong></td>
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<td>Boxelder - Fort Collins IGA</td>
<td>3,383</td>
<td>3,383</td>
<td>636,364</td>
<td>632,982</td>
<td>1,750,000</td>
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<td>0</td>
<td>0</td>
<td>6,500,000</td>
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<td>Signage and Monumentation</td>
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<td>24,352</td>
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<td><strong>DOLA Loan</strong></td>
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<tr>
<td>DOLA Loan</td>
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<td>0</td>
<td>70,112</td>
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<td>269,376</td>
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| Total Expenditures | 786,063 | 2,645,565 | 6,328,950 | 3,683,385 | 30,289,099 |

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These financial statements should be read only in connection with the accompanying accountant's compilation report.
<table>
<thead>
<tr>
<th>SPECIAL REVENUE FUND - GRANTS</th>
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<tr>
<td><strong>REVENUE</strong></td>
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<tr>
<td><strong>STATE GRANTS</strong></td>
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<tr>
<td><strong>OTHER GRANTS</strong></td>
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<tr>
<td>PUBLIC SAFETY</td>
</tr>
<tr>
<td><strong>FEDERAL GRANTS</strong></td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
</tr>
<tr>
<td><strong>EXCESS OF REVENUE OVER</strong></td>
</tr>
<tr>
<td><strong>OTHER FINANCING SOURCES (USES)</strong></td>
</tr>
<tr>
<td>TRANSFERS OUT</td>
</tr>
<tr>
<td>TOTAL OTHER FINANCING SOURCES (USES)</td>
</tr>
<tr>
<td>EXCESS OF REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</td>
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<td>FUND BALANCE-BEGINNING</td>
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<td>FUND BALANCE-ENDING</td>
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<tr>
<td>--------------------------------</td>
</tr>
<tr>
<td><strong>TIF - PROPERTY TAXES</strong></td>
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<tr>
<td><strong>TIF - SALES TAXES</strong></td>
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<td><strong>NET INVESTMENT INCOME</strong></td>
</tr>
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<td><strong>TOTAL REVENUE</strong></td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
</tr>
<tr>
<td><strong>LOAN INTEREST</strong></td>
</tr>
<tr>
<td><strong>LOAN PRINCIPAL</strong></td>
</tr>
<tr>
<td><strong>MISCELLANEOUS</strong></td>
</tr>
<tr>
<td><strong>CAPITAL OUTLAY</strong></td>
</tr>
<tr>
<td>ROAD, UTILITIES, OTHER (TRANSFER TO TOWN)</td>
</tr>
<tr>
<td>BOXELDER - BBRSA IGA</td>
</tr>
<tr>
<td>DEVELOPER SHAREBACK INCENTIVE</td>
</tr>
<tr>
<td>TRANSFER TO TOWN - GENERAL</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
</tr>
<tr>
<td><strong>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</strong></td>
</tr>
<tr>
<td><strong>OTHER FINANCING SOURCES (USES)</strong></td>
</tr>
<tr>
<td><strong>TOTAL OTHER FINANCING SOURCES (USES)</strong></td>
</tr>
<tr>
<td><strong>EXCESS OF REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</strong></td>
</tr>
<tr>
<td><strong>FUND BALANCE-BEGINNING</strong></td>
</tr>
<tr>
<td><strong>FUND BALANCE-ENDING</strong></td>
</tr>
</tbody>
</table>
SUPPLEMENTARY INFORMATION
TOWN OF TIMNATH  
Schedule of Cash Position  
May 31, 2016  
Updated as of June 21, 2016

<table>
<thead>
<tr>
<th>Account</th>
<th>Balance as of 5/31/2016</th>
<th>June electronic payments</th>
<th>Deposits through 6/21/16</th>
<th>Checks through 6/21/16</th>
<th>Payroll 6/16/16</th>
<th>Anticipated cash available as of 6/21/16</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BBVA Compass - Checking</strong></td>
<td>$ 2,719,981.96</td>
<td>(38,002.77)</td>
<td>2,287.57</td>
<td>(644,645.57)</td>
<td>(27,842.28)</td>
<td>2,011,778.91</td>
</tr>
<tr>
<td><strong>ColoTrust Plus</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9,422,725.22</td>
</tr>
<tr>
<td><strong>Compass Bank - Revenue Account</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,425,367.59</td>
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<tr>
<td><strong>Compass Bank - Reserve Account</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,000,248.84</td>
</tr>
<tr>
<td><strong>Compass Bank - 2015 Project Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14,407,549.34</td>
</tr>
<tr>
<td><strong>Total cash and investments as of June 21, 2016</strong></td>
<td>$ 30,267,669.90</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TOWN OF TIMNATH  
Schedule of Cash Position  
May 31, 2016  
Updated as of June 21, 2016  
Continued

Cash and investments restricted and designated for:

<table>
<thead>
<tr>
<th>Restricted</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conservation trust fund</td>
<td>53,404.46</td>
<td>Funds can be used for acquisition, development &amp; maintenance for parks and recreation</td>
</tr>
<tr>
<td>Impact Fee - Police</td>
<td>82,021.11</td>
<td>Capital only related to Public Safety</td>
</tr>
<tr>
<td>Impact Fee - Parks</td>
<td>1,539,492.01</td>
<td>Capital only related to Parks</td>
</tr>
<tr>
<td>Cash in Lieu of Land - Schools</td>
<td>1,299,941.36</td>
<td>Capital only related to Schools</td>
</tr>
<tr>
<td>TDA - Capital Project Fund</td>
<td>14,407,549.34</td>
<td>Available to draw from Compass Bank for TDA's Capital Projects</td>
</tr>
<tr>
<td>TDA - Poudre Valley Fire</td>
<td>350.01</td>
<td>Pass through of property taxes for Fire District</td>
</tr>
<tr>
<td>TDA - Debt Service</td>
<td>4,425,616.43</td>
<td>Restricted revenues pledged to debt and reserve account</td>
</tr>
</tbody>
</table>

Total restricted and designated cash and investments as of June 21, 2016  

| Total                        | 21,808,374.72 |

Unrestricted Fund Balance as of June 21, 2016  

| Unrestricted                  | 8,459,295.18 |

This financial information should be read only in connection with the accompanying accountant's compilation report.
This financial information should be read only in connection with the accompanying accountant's compilation report.
### General Fund

<table>
<thead>
<tr>
<th>Tax Type</th>
<th>YTD Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
<td>$48,960</td>
</tr>
<tr>
<td>Specific Ownership Tax</td>
<td>$11,478</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>$411,059</td>
</tr>
<tr>
<td>Use Tax - Building Materials</td>
<td>$305,615</td>
</tr>
<tr>
<td>Motor Vehicle Sales Tax</td>
<td>$136,028</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$913,141</strong></td>
</tr>
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</table>

### TDA

<table>
<thead>
<tr>
<th>TIF - Tax Type</th>
<th>YTD Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>$2,454,675</td>
</tr>
<tr>
<td>Sales Taxes</td>
<td>$1,182,158</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$3,636,833</strong></td>
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</tbody>
</table>

**Tax Total**

$4,549,973

---

This financial information should be read only in connection with the accompanying accountant's compilation report.
### Sales Tax Comparison
**April 30, 2016**

<table>
<thead>
<tr>
<th>Month</th>
<th>2015</th>
<th>2016</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$370,265</td>
<td>$399,763</td>
<td>7.97%</td>
</tr>
<tr>
<td>February</td>
<td>$352,912</td>
<td>$386,832</td>
<td>9.61%</td>
</tr>
<tr>
<td>March</td>
<td>$382,820</td>
<td>$417,456</td>
<td>9.05%</td>
</tr>
<tr>
<td>April</td>
<td>$375,279</td>
<td>$389,166</td>
<td>3.70%</td>
</tr>
<tr>
<td>May</td>
<td>$411,226</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>$429,559</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July</td>
<td>$440,007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>August</td>
<td>$655,898</td>
<td></td>
<td></td>
</tr>
<tr>
<td>September</td>
<td>$416,403</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October</td>
<td>$423,827</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>$459,839</td>
<td></td>
<td></td>
</tr>
<tr>
<td>December</td>
<td>$449,580</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$5,167,616</td>
<td>$1,593,217</td>
<td>7.56%</td>
</tr>
</tbody>
</table>
### Single Family Residential Building Permits
April 30, 2016

<table>
<thead>
<tr>
<th></th>
<th>YTD Actual</th>
<th></th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>9</td>
<td>16</td>
<td>77.78%</td>
</tr>
<tr>
<td>February</td>
<td>16</td>
<td>9</td>
<td>-43.75%</td>
</tr>
<tr>
<td>March</td>
<td>18</td>
<td>12</td>
<td>-33.33%</td>
</tr>
<tr>
<td>April</td>
<td>9</td>
<td>13</td>
<td>44.44%</td>
</tr>
<tr>
<td>May</td>
<td>27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July</td>
<td>27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>August</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>September</td>
<td>19</td>
<td></td>
<td></td>
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<tr>
<td>October</td>
<td>15</td>
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<td></td>
</tr>
<tr>
<td>November</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>December</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>185</td>
<td>50</td>
<td>-3.85%</td>
</tr>
</tbody>
</table>

This financial information should be read only in connection with the accompanying accountant's compilation report.
General Fund - Revenue and Expenditures - Actual to Budget Comparison
April 30, 2016

Revenue

<table>
<thead>
<tr>
<th></th>
<th>YTD Actual</th>
<th>YTD Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>$913,141</td>
<td>$979,272</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>$1,209,908</td>
<td>$2,931,188</td>
</tr>
<tr>
<td>Licenses, Fees and Charges</td>
<td>$490,994</td>
<td>$1,220,366</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>$36,022</td>
<td>$47,456</td>
</tr>
<tr>
<td>Fines and Forfeitures</td>
<td>$12,350</td>
<td>$3,300</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$15,258</td>
<td>$4,950</td>
</tr>
<tr>
<td>Other Income</td>
<td>$3,942</td>
<td>$16,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,681,614</strong></td>
<td><strong>$5,203,032</strong></td>
</tr>
</tbody>
</table>

Expenditures

<table>
<thead>
<tr>
<th></th>
<th>YTD Actual</th>
<th>YTD Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td>$668,701</td>
<td>$764,031</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>$5,780</td>
<td>$11,300</td>
</tr>
<tr>
<td>Community Development</td>
<td>$277,613</td>
<td>$414,784</td>
</tr>
<tr>
<td>Public Safety</td>
<td>$271,825</td>
<td>$402,608</td>
</tr>
<tr>
<td>Public Works</td>
<td>$261,545</td>
<td>$530,447</td>
</tr>
<tr>
<td>Park and Recreation</td>
<td>$890,725</td>
<td>$1,982,916</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>$269,376</td>
<td>$2,222,864</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,645,563</strong></td>
<td><strong>$6,328,950</strong></td>
</tr>
</tbody>
</table>

This financial information should be read only in connection with the accompanying accountant's compilation report.
TOWN COUNCIL COMMUNICATION

Meeting Date:
June 28, 2016

Presented by:
Don Taranto

Item:
Engineering & Public Works Report

KEY POINTS/SUPPORTING INFORMATION:

1. **Harmony Road Phase 3**
   a. Project is on hold pending negotiations with a contractor to see if the project can be brought to within budget. Met with them on 6/14 and have a follow-up meeting on 6/28.
   b. Still waiting on a crossing agreement from the railroad. **Multiple calls & emails have been made.** Have added contact list to include the V.P. of Signals and the General Manager for Omnitrax.
   c. Widening of the railroad crossing has been approved by the PUC.

2. **Summerfield Parkway RR Crossing**
   a. Contract was awarded on 6/14. Contractor has contract for signature. Construction should be underway the first part of July.

3. **Old Town Phase 2-North**
   a. Contract was awarded on 6/14. Work on the school site should begin by the first part of July. Work in Old Town would follow the first part of August.

4. **2016 Road Maintenance Program**
   a. Roadway re-striping operations to begin soon.
   b. Roadway repair (patching) for the year is almost complete.
   c. Latham Pkwy south of Harmony asphalt overlay is to be completed the week of June 20th.

5. **Development Construction Activities**
   a. Brunner Farm – Phase 1 has been Initially Accepted. Acceptance of the remaining phases is pending.
   b. Wild Wing Filing 2 – Utility installation underway.
   c. Timnath South 1st Filing, 3rd Amended - Utility installation complete with roadway construction underway.
   d. Timnath Ranch 1st Filing – **Phase 2 construction complete pending Initial Acceptance**
   e. Timnath Ranch 3rd Filing, phases 4-6 – Utility installation continues.
   f. Timnath Landings – Early Grading Permit has been pending security deposit since 4-20-16
   g. Harmony 5th Filing – **Overlot grading is underway**

6. **Commercial Construction Activities**
   a. Poudre Fire Station #8 – Construction underway
   b. Taco Bell – **Complete with CO issued**
   c. Les Schwab – **Nearing completion**
   d. Starbucks - **Construction underway**
**TOWN COUNCIL COMMUNICATION**

**Meeting Date:**
June 28, 2016

**Presented by:**
Matt Blakely

**Item:**
Community Development Report

**For Information **

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

### KEY POINTS/SUPPORTING INFORMATION:

1. **Issued Building Permits:**
   - 2012 Single-Family Residential Total = 141
   - 2013 Single-Family Residential Total = 166
   - 2014 Single-Family Residential Total = 167
   - 2015 Single-Family Residential Total = 185
   - **2016 Single-Family Residential June = 5**
   - **2016 Single-Family Residential YTD (1/1/16 to 6/22/16) = 71** (Budget = 108)

2. **Current Development Actions:**
   a. **Fisher Annexation and Sketch Plan:** This is an annexation application for a 236 acre parcel located west of CR 5 and north of CR 40. Applicant has submitted an application and is out for Town and referral agency review.
   b. **Timnath Landing 1st Filing Final Plat:** This is a Final Plat proposal for approximately 214 single family detached lots that range in size from 4,275 square feet to 7,700 square feet on approximately 82 acres. The property has multiple zoning districts to accommodate the desired lot sizes. The Town Staff is waiting on a resubmittal.
   c. **Timnath Landing 2nd Filing Final Plat:** This is a Final Plat proposal for approximately 60 single family detached lots that range in size from 4,400 square feet to 7,600 square feet on approximately 13 acres. The Town Staff is waiting on a resubmittal.
   d. **Timnath Landing 3rd Filing Final Plat:** This is a Final Plat proposal for approximately 58 single family detached lots that range in size from 4,275 square feet to 7,800 square feet on approximately 10 acres. The Town Staff is waiting on a resubmittal.
   e. **Timnath Landing PD Overlay:** This is a PD Overlay application for the entire subdivision. The underlying zone district requirements will apply with the exception of modifications to several street standards criteria, density and dimensional standards, and Town Council Sketch Plan conditions. A Planning Commission Public Hearing was held on 10/6/2015 and the Preliminary Planned Development Overlay was recommended for approval to Town Council unanimously by a 3-0 vote. On 10/13/2015 the Town Council held a Public Hearing and the Preliminary PD Overlay was approved unanimously by 5-0 vote. The Town Staff is waiting on a resubmittal.
   f. **Harmony Subdivision 5th Filing Final Plat:** This is a Final Plat application for 31 single-family lots in the 5th Filing of the Harmony Subdivision which is just south of the existing 4th Filing. Lots range in size from 9,600 square feet to 16,000 square feet. A Town Council Public Hearing was held on 4/12/2016 and the Harmony Subdivision 5th Filing was approved unanimously by 5-0 vote.
   g. **Chick-Fil-A Site Plan:** This is a site plan application proposal for a 4,434 square foot Chick-Fil-A drive thru located at 4531 Weitzel St (just west of the approved Starbucks). The applicant has made a submittal and is currently under review by Town Staff.
   h. **Riverbend Sales Office Site Plan:** This is a site plan application proposal for a 1,480 square
foot office building located at 4605 S. County Road 3F. The applicant has made a submittal and is currently under review by Town Staff.

i. **West Village Pool Site Plan:** This is a amended site plan application proposal for a 9,082 square foot pool and bath house located in the West Village Neighborhood. A Planning Commission Public Hearing was held on 5/17/2016 and the West Village Pool was approved unanimously by 5-0 vote.

j. **Harmony Subdivision 3rd Filing Final Plat:** This is a Final Plat application for the 3rd Filing of the Harmony Subdivision. There are approximately 24 single-family estate lots along with 12 paired lots for a total of 48 homes. Lots will range in size from 14,500 square feet to 20,200 square feet for the paired lots, and 19,000 square feet to 25,000 square feet for the estate lots. A Planning Commission Public Hearing was held on 6/7/2016 and the Harmony Subdivision 3rd Filing Final Plat was recommended for approval to Town Council unanimously by 5-0 vote. A Town Council Public Hearing was held on 6/14/2016 and the Harmony Subdivision 3rd Filing was approved unanimously by 5-0 vote.

k. **Timnath Ranch 7th Filing Preliminary Plat:** This is a Preliminary Plat Application for the 7th Filing of the Timnath Ranch Subdivision located north of Wheatfield Drive and east of School House Drive. There are approximately 78 attached lots that will range from 1,800 square feet to 3,100 square feet. The applicant has made a submittal and is currently under review by Town Staff.

l. **5000 Goodman Site Plan:** This is a site plan application proposal for a 29,600 square foot office building located at 5000 Goodman St. The applicant has made a submittal and is currently under review by Town Staff.

m. **Timnath Pediatric Care Site Plan:** This is a site plan submittal for a one-story 3,945 square foot Pediatric Urgent Care with 5,813 square feet of retail space. A Planning Commission Public Hearing was held on 6/21/2016 and the Timnath Pediatric Care was approved unanimously by 5-0 vote.

3. **Projects:**
   a. **Timnath Reservoir:** On 4/11/2016 Timnath Reservoir was stocked with 1.2 million walleye fry compliments of the Colorado Parks and Wildlife.
   b. **Timnath Community Park:** Construction began in early November with an anticipated completion date in July of 2016 and a Grand Opening on August 12th, 2016.
   c. **Wildwing Park:** Landscape improvements will commence in May of 2016 and will be completed by the end of June.
   d. **Gateway Park:** Landscape and irrigation improvements will commence in May of 2016 and be completed by the end of June.

<table>
<thead>
<tr>
<th>ADVANTAGES:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISADVANTAGES:</td>
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</tr>
<tr>
<td>FINANCIAL IMPACT:</td>
<td>N/A</td>
</tr>
<tr>
<td>RECOMMENDATIONS:</td>
<td>N/A</td>
</tr>
</tbody>
</table>
| ATTACHMENTS: | 1. Building Department Stats  
2. Code Enforcement Reports |
MEMORANDUM

TO: Timnath Town Council

FROM: Matt Blakey, Town Planner
   Alisa Davidson, Building Permit Technician

RE: Timnath Single-Family Building Permits – YTD 6/22/16

DATE: June 28, 2016

<table>
<thead>
<tr>
<th>2014</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2014 for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>14</td>
<td>15</td>
<td>14</td>
<td>20</td>
<td>21</td>
<td>12</td>
<td>17</td>
<td>12</td>
<td>8</td>
<td>11</td>
<td>12</td>
<td>11</td>
<td>167</td>
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Foundation Only Permit - 1
Commercial-8

<table>
<thead>
<tr>
<th>2015</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2015 for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9</td>
<td>15</td>
<td>18</td>
<td>9</td>
<td>27</td>
<td>23</td>
<td>14</td>
<td>19</td>
<td>15</td>
<td>1</td>
<td>7</td>
<td></td>
<td>183</td>
</tr>
</tbody>
</table>

Commercial-3

<table>
<thead>
<tr>
<th>2016</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2016 for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>16</td>
<td>9</td>
<td>12</td>
<td>13</td>
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<td>5</td>
<td></td>
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Commercial-4

<table>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Brunner Fram</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>356,782.35</td>
</tr>
<tr>
<td>Fairview Village</td>
<td>1</td>
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| Meeting Date:  
June 28, 2016 | Item: April/May 2016 Law Enforcement Update | For Information |
|--------------|---------------------------------------------|----------------|
| Presented by:  
Sherri Wagner | | |

1. **Meetings**
   a. Safe Kids Board Meeting
   b. Boy Scout Presentation
   c. Chief’s Meeting
   d. Meet/Greet Fun Run @ Timnath Elementary
   e. Front Range Community College (FRCC) HS criminal justice exploration program
   f. Fourth of July planning
   g. New building meetings and surveys
   h. Meeting with municipal court prosecutor

2. Officers were visible in neighborhoods and throughout the business corridor. Numerous contacts in the Walmart parking lot. Many of our theft cases (Walmart) have resulted in warrants and controlled substance criminal filings.

3. Officers were involved in community oriented activities that included time spent with students from Timnath Elementary, Boy Scout meeting, Safe Kids board meeting and high school exploration program through FRCC.

4. Forrest filed a theft/fraud felony case with Risk Removal as the victim of theft of services and equipment. Michelle was involved in a theft case where the suspect barreled his way through the doors (and Michelle). Larimer County Deputies assisted with locating the suspect in a trailer at the I-25 Park and Ride. Criminal case filed with District Attorney’s Office.

5. Michelle and Joel contacted solicitors in Harmony. Subjects were from eastern states and the company would drop off and pick up employees at specific sites. This type of business is usually known as a fraud business resulting in the sales and collection of monies for magazines for schools or non-profit organizations. One of the subjects contacted was wanted for an armed robbery out of Virginia. Information was given to the homeowners’ association and information was entered on the website education our citizens about the solicitation ordinance.
# Law Enforcement Incidents 2016

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<td>159</td>
<td>170</td>
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<p>| <strong>Total cases</strong>                        | 32      | 24      | 17     | 20     | 33     |</p>
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<th>TPD MISCELLANEOUS</th>
<th>Jan-16</th>
<th>Feb-16</th>
<th>Mar-16</th>
<th>Apr-16</th>
<th>May-16</th>
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<td>Motor Vehicle Accident Reports</td>
<td>6</td>
<td>8</td>
<td>Fatal/14</td>
<td>Other/2</td>
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<td>(each 2 hours)</td>
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<th>Mar-16</th>
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<td>Directed, Extra Patrol/School</td>
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<td>Drug</td>
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<td>Total Incidents</td>
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<td>35</td>
<td>44</td>
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<td>Total Cases</td>
<td>1</td>
<td>2</td>
<td>5</td>
<td>3</td>
<td>4</td>
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To:        Town Council and Community
From:     April D. Getchius, AICP
           Town Manager
Date:     June 24, 2016
Subject:  Town Manager’s Report

Strategic Planning Meeting

Just a reminder, we will have a budget and strategic planning meeting on July 12 from 12-6 p.m.
We will be providing lunch that day and will contacting you to get your order. A packet of
materials will be delivered to Council members prior to the meeting.

Project Updates

Attached is the project summary that indicates the status of various projects.

Air Quality Study – Old Town

I have also attached a summary of CSU’s air quality report for Old Town. Council authorized
this study. Air samples were taken on days when odors from Alpine Cabinets were strongest.
The analysis shows that the air quality content does not exceed thresholds established by OSHA
for work place tolerance but there are no standards for ambient air quality. In addition, it is
presumed an employee understands these are the conditions when they work in this environment
and are compensated for such. Certainly the odors omitted in the ambient air in the
neighborhood affect the quality of life of the nearby residents.

Staff has researched whether we can impose air quality standards that are stricter than the state
(which Alpine Cabinets routinely complies with). The answer has been that we cannot but we
are exploring a nuisance odor ordinance similar to what the City of Denver has enacted. There
are a number of questions regarding the ordinance including enforcement, equipment, etc. We
will update the Council as we have more information.
Tornado Sirens

At the last Council meeting, Ms. Lynn Kendall suggested the Town investigate the installation of “tornado sirens.” I have had some experience with this and have spoken to Lori Hodges, Director of Emergency Management for Larimer County. There are several issues with the sirens.

- First is the fundamental cost of installation and maintenance. These sirens require ongoing testing and maintenance that, I believe, are beyond the Town’s capability.

- Secondly, operationally they require a multi-step activation. Someone has to obtain the warning from the National Weather Service and then go to the activation location (wherever that may be) and activate the sirens.

- Third, the sirens can be confusing. In years past, sirens often had multiple patterns to warn citizens of impending harm. One signal may have been for taking shelter because of severe weather, a second pattern may indicate a nuclear attack, and a third may be an “all clear.” Most times people cannot distinguish among these patterns and may, for example, think an “all clear” sound is a “take shelter” sound. In addition, in Larimer County we actually have three precautionary actions to take. They are “take shelter”, “go to high ground” (in case of flash flooding), and “evacuate”. There isn’t a good way to educate the public on what these various siren patterns may mean and what action needs to be taken.

Instead of a siren system, today’s technology of weather radios and cell phones allows for the well-defined communication of a threat to a broad audience. Cell phone users today receive wireless emergency alerts from the National Oceanic and Atmospheric Administration (NOAA). It takes a simple check on your phone or a call to your carrier to confirm that your phone is capable of receiving these warnings and that the warning option is turned on. There is no app to download or anything to sign up for. Anyone and everyone who has this on their cell phone will automatically receive a message that looks something like this picture.
Instead of further investigating sirens, I recommend the Town provide some education regarding this opportunity on the website, etc. so that people take advantage of it. We have already posted a link to the National Weather Service’s alert page on the Town’s page.

Employee News

I’m pleased to introduce Sydney Foster as our new administrative assistant. Please introduce yourself if you stop by the Town Administration Building. Welcome, Sydney!

Heather Erbes, former administrative assistant, did not leave the Town! She has become the Police Department’s new records and evidence technician. We are happy we were able to keep Heather and provide a new opportunity.

Megan Garn will start June 27 as the Town Manager Intern. Megan is enrolled in the University of Colorado – Denver’s masters in public administration program. Megan will work prior to school starting in August and then will have a slightly reduced schedule when classes begin.

Upcoming Events

- Fourth of July Celebration! – July 4, 2016 at WildWing Park
- August 12, 2016 – Community Park Grand Opening and Concert
- September 24, 2016 – Taste in Timnath/Fall Festival
- **2017 Budget Meeting – October 11, 2016 – 4 – 6 p.m.**
<table>
<thead>
<tr>
<th>Project / Responsible Party</th>
<th>Original Schedule</th>
<th>Revised Schedule</th>
<th>Date Modified</th>
<th>Complete Action</th>
<th>On Schedule?</th>
<th>Explanation/Comments</th>
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<td>9/3/2015</td>
<td>Check internal team comments</td>
<td>Yes</td>
<td>9/4/2015</td>
<td>Sent to Dale for review</td>
<td>Yes</td>
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<td></td>
<td>9/10/2015</td>
<td>April attending Board mtg</td>
<td>Yes</td>
<td>9/22/2015</td>
<td>10/13/2015 Council approval</td>
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<td></td>
<td></td>
<td>Waiting for liability insurance information from Reservoir Company</td>
<td>11/10/2015 Council approval</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Still waiting on insurance info, latest draft of lease has some new terms which staff is discussing</td>
<td>3/8/2016 Council approval</td>
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<td></td>
<td>Waiting on final language from Reservoir Co.</td>
<td>4/20/2016 April met with Reservoir Company regarding lease</td>
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<td>Waiting for liability insurance information from Reservoir Company</td>
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<td></td>
<td></td>
<td>April reached out to Jack on 9/11/15</td>
<td>Jack Ethridge, Thornton’s City Manager, 303-538-7642</td>
<td>4/20/2016</td>
<td>Staff met with Thornton and should have update 4/22</td>
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<td></td>
<td></td>
<td>Thornton is preparing annexation maps for submission</td>
<td>7/12/16</td>
<td>6/22/2016 Application and draft annexation agreement</td>
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<td></td>
<td>6/22/2016</td>
<td>7/26/16</td>
<td>Substantial Compliance Hearing</td>
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<td>9/6/16</td>
<td>6/22/2016 Planning Commission hearing on annex</td>
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<td></td>
<td></td>
<td>9/13/16</td>
<td>6/22/2016 Council first reading on annex</td>
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<td></td>
<td></td>
<td>9/27/16</td>
<td>6/22/2016 Council second reading</td>
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<td>Fort Collins IGA Implementation April</td>
<td>9/11/2015</td>
<td>11/1/2006</td>
<td>6/22/2016 Meeting with County and Fort Collins on finalizing process for County and Fort Collins IGA</td>
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<td>9/2/2015</td>
<td>6/22/2016</td>
<td>11/30/2015</td>
<td>Council second reading</td>
<td>Will be following up by 9/15</td>
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<td>1/20/2016</td>
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<td>6/22/2016</td>
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<td>Met initially with Windsor</td>
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<td>1/20/2016</td>
<td>6/22/2016</td>
<td>9/2/2015</td>
<td>Met initially with Windsor</td>
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<td>Explore Severance IGA April</td>
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<td>Severance approved annexation - clarifying legal action steps but still drafting terms</td>
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<td>Oil and Gas Ordinance Robert/Matt A</td>
<td>12/8/2015</td>
<td>11/15/2015</td>
<td>6/22/2016</td>
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<td>Working with consulting attorney to finalize draft</td>
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<td>Harmony Road Corridor Plan Matt</td>
<td>TBD</td>
<td>2/17/2016</td>
<td>12/1/2016</td>
<td>Planning Commission Approval</td>
<td>Placed on hold pending court review of existing cases that could affect our draft</td>
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<td>Note: does not include ongoing items like SIA’s, plats and budgeting</td>
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Don
Dezire
Robert
April
Sherri
Christina
Milissa
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<th>Explanation/Comments</th>
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<td>11/2/2015</td>
<td>11/16/2015</td>
<td>X Construction starts</td>
<td>Yes</td>
<td>5x Weather Days plus Train Derailment delay - Gran Opening 8/12/16</td>
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<td>construction complete</td>
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<td>Riverbend</td>
<td>9/2015</td>
<td>8/15/2016</td>
<td>X Dry Utilities Install</td>
<td>Complete</td>
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<td>5/15/2015</td>
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<td>Supply issues with Light Pole bases</td>
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<td>Yes</td>
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<td>11/3/2015</td>
<td>2/16/2016</td>
<td>2/17/2018</td>
<td>X Beach Cleanup</td>
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<td>Remove Embankment</td>
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<td>5/1/2016</td>
<td>7/20/2016</td>
<td>6/22/2016</td>
<td>Install Dock</td>
<td>No</td>
<td>Delay in Shop Drawings and Approvals - Additional length added to order</td>
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<td>Bridge Sculpture</td>
<td>9/8/2015</td>
<td>4/12/2016</td>
<td>4/19/2016</td>
<td>X Council approval</td>
<td>Shop drawings and final cost estimates are being prepared by Davinci Signs</td>
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<td>5/1/2016</td>
<td>6/22/2016</td>
<td>Construction Complete</td>
<td>Dels in precast panels pushing fabrication schedule</td>
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<td>Harmony Road Phase III</td>
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<td>4/19/2016</td>
<td>4/19/2016</td>
<td>X Bidding Opening</td>
<td>No</td>
<td>Ditch Coordination and Property Acquisition</td>
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<td>4/19/2016</td>
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<td>Ditch Coordination, Railroad and Boeselher</td>
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<td>5/10/2016</td>
<td>4/19/2016</td>
<td>X Const Start</td>
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<td>Negotiating contract with Connell</td>
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<td>6/22/2016</td>
<td>Const Complete</td>
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<td>Team TBD</td>
<td>2/17/2016</td>
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<td>Yes</td>
<td>Final design in 2018</td>
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<td>4/19/2016</td>
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<td>Yes</td>
<td>Contact with Omnitrax - waiting for their approval</td>
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<td>4/19/2016</td>
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<td>Ditch Coordination, Railroad and Boeselher</td>
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<td>7/18/2016</td>
<td>6/22/2016</td>
<td>Construction Complete</td>
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<td>Delays in bidding and award</td>
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<td>8/15/2016</td>
<td>7/20/2016</td>
<td>Construction Complete</td>
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<td>delays in bidding and award</td>
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<td></td>
<td>4/19/2016</td>
<td>4/19/2016</td>
<td>X Bidding Opening</td>
<td>Yes</td>
<td>Delayed to start construction after school year</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/19/2016</td>
<td>4/19/2016</td>
<td>X Bid Opening</td>
<td>No</td>
<td>Dirs in bidding and award</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11/30/2016</td>
<td>6/22/2016</td>
<td>Construction Complete</td>
<td>Yes</td>
<td>delays in bidding and award</td>
<td></td>
</tr>
<tr>
<td>Old Town Improvements Phase II</td>
<td>5/10/2016</td>
<td>4/19/2016</td>
<td>X Out to bid</td>
<td>No</td>
<td>Schedule adjusted for Council approval of contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5/10/2016</td>
<td>4/19/2016</td>
<td>X Bid Opening</td>
<td>Yes</td>
<td>Dirs in bidding and award</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7/11/2016</td>
<td>6/22/2016</td>
<td>Construction Start</td>
<td>No</td>
<td>Dirs in bidding and award</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11/10/2016</td>
<td>6/22/2016</td>
<td>Construction Complete</td>
<td>Yes</td>
<td>delays in bidding and award</td>
<td></td>
</tr>
<tr>
<td>Exterior Building Improvements</td>
<td>8/28/2015</td>
<td>X out to bid</td>
<td>No</td>
<td>Schedule adjusted for Council approval of contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8/28/2015</td>
<td>8/28/2015</td>
<td>X Site Work Complete</td>
<td>No</td>
<td>Building Complete - Site concrete waiting on weather</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3/31/2016</td>
<td>1/16/2016</td>
<td>Complete</td>
<td>Under Contract 6-8 Weeks for Install</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town Administration Bldg. Landscaping</td>
<td>4/1/2016</td>
<td>6/19/2016</td>
<td>Design</td>
<td>Yes</td>
<td>Waiting on Bid numbers to Finalize Design</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6/19/2016</td>
<td>6/22/2016</td>
<td>Construction - Completion</td>
<td>Yes</td>
<td>CO into Bid for General Landscape Requirements</td>
<td></td>
</tr>
<tr>
<td>Poudre Trailhead / Gateway Park</td>
<td>4/19/2016</td>
<td>4/19/2016</td>
<td>Complete</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/19/2016</td>
<td>4/19/2016</td>
<td>Bid Opening</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/20/2016</td>
<td>4/20/2016</td>
<td>Complete Improvements</td>
<td>Yes</td>
<td>Delay in Play Equipment Delivery</td>
<td></td>
</tr>
</tbody>
</table>
A team of scientists and students collected whole air samples in evacuated stainless steel canister from locations downwind and upwind of the Alpine Cabinet Company during periods of high odor (as communicated to CSU staff by the Town of Timnath) to measure concentrations of volatile organic compounds (VOCs). Fig. 1 is a map of the locations and dates of the measurements discussed here.
At each site, two previously cleaned and evacuated canisters were used to collect whole air samples downwind of the company location and one canister was collected upwind to assess background concentrations. After sample collection, canisters were brought to our laboratories at CSU’s Atmospheric Science Department to measure the concentrations of 58 VOCs using a multi-channel Gas Chromatograph with Flame Ionization and Mass Spectrometer detection (GC-FID-MS). The concentrations of VOCs in upwind canisters were subtracted from those in the downwind canisters to determine the increase in VOC concentrations due to emissions from the Alpine Cabinet Company operations. Hourly wind direction and wind speed data for the time of measurements were downloaded from Weather Underground’s Timnath Ranch station (KCOTIMNA3). After the application of quality assurance procedures for the measurements, one canister from each sample collection event was chosen (based on better downwind location) to assess elevated VOC concentrations. Increased concentrations of seven VOCs from all canisters collected were observed. They are listed in Table 1.

<table>
<thead>
<tr>
<th>Date and Time</th>
<th>Toluene (ppbv)</th>
<th>Ethylbenzene (ppbv)</th>
<th>m+p-Xylenes (ppbv)</th>
<th>o-Xylene (ppbv)</th>
<th>Acetone (ppbv)</th>
<th>Isopropanol (ppbv)</th>
<th>Methyl Ethyl Ketone (MEK)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/10/16 10:41</td>
<td>0.25</td>
<td>0.65</td>
<td>2.85</td>
<td>1.01</td>
<td>24.4</td>
<td>59.7</td>
<td>0.86</td>
</tr>
<tr>
<td>3/17/16 15:29</td>
<td>0.13</td>
<td>2.30</td>
<td>10.4</td>
<td>3.11</td>
<td>28.7</td>
<td>38.5</td>
<td>0.34</td>
</tr>
<tr>
<td>3/31/16 11:21</td>
<td>2.71</td>
<td>6.96</td>
<td>31.2</td>
<td>9.06</td>
<td>38.4</td>
<td>89.3</td>
<td>0.94</td>
</tr>
<tr>
<td>4/26/16 09:39</td>
<td>0.02</td>
<td>0.83</td>
<td>3.21</td>
<td>1.08</td>
<td>98.7</td>
<td>10.7</td>
<td>0.04</td>
</tr>
</tbody>
</table>

Table 1: Sampling dates and elevated concentrations of VOCs. All values are reported in parts per billion (ppb) elevated above background.

A comparison of the range of VOCs measured during this project, governmental threshold values, and typical ranges of concentrations reported in peer reviewed publications are presented in Table 2. References for publications can be found at the end of the report. Governmental thresholds are reported for 8 hour Time Weighed Averages (TWA) from Occupational Safety and Health Administrations (OSHA), National Institute for Occupational Safety and Health (NIOSH), and Association Advancing Occupational and Environmental Health (ACGIH). Acetone and isopropanol had the largest increases above background relative to published values of ambient concentrations. Their increases (< 100 ppbv) are both above typical concentration levels published for ambient environments; both are substantially below 8 hour occupational health guidelines from OSHA, NIOSH, and ACGIH.
<table>
<thead>
<tr>
<th></th>
<th>Timnath Concentration Range (ppb)</th>
<th>OSHA (TWA,8hrs) (ppb)</th>
<th>NIOSH (TWA, 8hrs) (ppb)</th>
<th>ACGIH (TWA 8hrs) (ppb)</th>
<th>Typical Published Conc. (ppb)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acetone</td>
<td>24-99</td>
<td>1000000</td>
<td>750000</td>
<td>750000</td>
<td>1-17 (forested-urban)(^{1,2})</td>
</tr>
<tr>
<td>Isopropanol</td>
<td>11-89</td>
<td>400000</td>
<td>40000</td>
<td>200000</td>
<td>7-44 Urban(^3)</td>
</tr>
<tr>
<td>MEK</td>
<td>0.04-0.9</td>
<td>200000</td>
<td>200000</td>
<td>200000</td>
<td>0.1-29000(^{4,5})</td>
</tr>
<tr>
<td>Ethylbenzene</td>
<td>0.7-7</td>
<td>100000</td>
<td>100000</td>
<td>125000</td>
<td>1-20(^4)</td>
</tr>
<tr>
<td>Xylenes</td>
<td>1-31</td>
<td>100000</td>
<td>100000</td>
<td>100000</td>
<td>0.1-1000(^{4,6})</td>
</tr>
<tr>
<td>Toluene</td>
<td>0.1-3</td>
<td>200000</td>
<td>100000</td>
<td>20000</td>
<td>0.4-1600(^{4,6})</td>
</tr>
</tbody>
</table>

Table 2: Summary of the results from measurements compared to governmental thresholds and concentrations from other published studies. All concentrations are reported in parts per billion (ppb) elevated above background.
References:


**EXECUTIVE SUMMARY:** The attached resolution will provide mutual aid and assistance between the Town of Timnath and non-governmental entities such as hospitals or volunteer organizations such as the Red Cross. A very similar agreement with other governmental agencies was approved by Town Council previously. This will be incorporated into the emergency operations plan which is scheduled for the July 12 Town Council meeting.

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

**KEY POINTS/SUPPORTING INFORMATION:**
- Provides a structure for request of services to non-governmental entities during an emergency.
- Provides for the documentation and payment of services secured in the case of a disaster.

**ADVANTAGES:** Provides for assistance to the Town in the case of a disaster from non-governmental agencies.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** None at this time.

**RECOMMENDED MOTION:** “I move approval of Resolution No. 50, Series 2016 entitled A Mutual Aid Agreement For Disaster-Emergency Mutual Aid And Disaster-Emergency Funding Assistance.”

**ATTACHMENTS:**
1. Resolution
2. Agreement.
TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 50, SERIES 2016

A RESOLUTION APPROVING A MUTUAL AID AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER-EMERGENCY FUNDING ASSISTANCE

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

WHEREAS, attached hereto as Exhibit A is a Mutual Aid Agreement For Disaster-Emergency Mutual Aid And Disaster-Emergency Funding Assistance; and

WHEREAS, the Town Council has approved a similar agreement with governmental agencies in the County; and

WHEREAS, the attached agreement provides similar mutual aid assistance but with non-governmental agencies such as schools, hospitals and volunteer agencies; 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.


TOWN OF TIMNATH, COLORADO

__________________________________________
Jill Grossman-Belisle, Mayor
ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
MUTUAL AID AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID
AND
DISASTER-EMERGENCY FUNDING ASSISTANCE

This Agreement is made by and among emergency services and emergency management partners who are signatories hereto, all being entities lying within or in close proximity to Larimer County, Colorado, and each a Party (referred to herein as the “Party” or the “Parties”), agreeing as follows:

I. Purpose
This Agreement is intended to allow for mutual aid between the Parties whenever there is an urgent or potentially significant situation that threatens the general welfare and good order of the public, public health, public safety, or property, including but not limited to “Disasters” or “State of Disaster Emergency” or “Local Disaster Emergency” as those terms are described in Title 24, Article 33.5, Part 7, Colorado Revised Statutes. Each Party has equipment and personnel trained and equipped to respond to situations involving an emergency. By this Agreement, the Parties intend to authorize and provide the terms for their mutual assistance in emergency situations, whether natural or human-caused, which require resources in addition to those that can be provided by the Party in whose jurisdiction the emergency occurs.

II. Authority
The authority for this Agreement is Section 24-33.5-705.4, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, et seq., C.R.S., as amended.

III. Term
This Agreement shall commence on the date that it is signed by at least two Parties and shall continue until such time as there are no longer at least two Parties to the Agreement. A Party may terminate its participation in this Agreement as set forth in Section XI, below.

IV. Request for Assistance and Mutual Aid
a. In the event any Party determines a need for aid from any other Party in light of an emergency or disaster, such Party may request aid from any other Party as follows:
   i. A request for assistance may be for any type of assistance or aid that a Party (“Requesting Party”) may deem necessary to respond to an emergency or disaster situation within its jurisdiction or area of responsibility.
   ii. A Requesting Party’s request for aid will be made through its Emergency Operations Center (EOC) or emergency management staff to the EOC or emergency management staff of any other Party. Any request for mutual aid or assistance shall include a statement of the nature and complexity of the subject need, the amount and type of equipment and/or personnel
requested, contact information, duration needed, and the location to which the equipment and/or personnel are to be dispatched.

V. Response to Request for Assistance and Mutual Aid
   a. Upon receipt of a request for assistance, any other Party (Responding Party) may, in its sole discretion, provide personnel, equipment, or other assistance to the Requesting Party.
   b. Any Responding Party reserves the right to recall its personnel, equipment, materials, supplies and other resources at any time and will, if practicable, give the Requesting Party at least twenty-four (24) hours advance notice.

VI. Command and Control
   a. It is the intent and agreement of the Parties that the command structure and exchange of mutual aid provided for in this Agreement conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
   b. Parties responding with available resources and personnel will confer with the Requesting Party’s EOC or Incident Command Post (as applicable) and report to the staging area designated by the Requesting Party. The Responding and Requesting Parties’ EOCs will track the status of the appropriate resources.

VII. Release of Resources
    Personnel and equipment of a Responding Party shall be released by the Requesting Party’s Incident Commander when the assistance is no longer required; or when the Responding Party requests the return of such resources. The release of all resources shall be communicated and documented through the appropriate EOC and resource management system.

VIII. Reimbursement and Compensation
   a. Each agency will assume responsibility for its own expenses related to the provision of mutual aid for the first 12 hours of the first operational period, unless negotiated otherwise by the agencies. The first operational period is measured from the time of the initial dispatch, tone or report of an incident to a response agency.
   b. After the First Twelve Hours of Response. Unless otherwise agreed in advance by the involved Parties, after the first twelve hours of the incident the Requesting Party shall reimburse the Responding Party for the following costs associated with the response (Reimbursable Costs):
      i. **Personnel Costs.** Personnel costs, including salaries, hourly wages, overtime, and costs of fringe benefits.
      ii. **Equipment.** An amount for the use of the Responding Party’s equipment during the period of assistance according to the Schedule of Equipment Rates established and published by the Federal Emergency Management Agency (FEMA), www.fema.gov/xls/government/grant/pa/egsch.xls. Rates for equipment not referenced on the FEMA Schedule of Equipment
Rates shall be as agreed upon by the involved Parties and based on actual recovery of costs.

iii. Materials and Supplies. The actual replacement cost or replacement in kind of the expended or non-returnable materials and supplies provided by the Responding Party, plus reasonable handling charges. The Responding Party shall not charge the Requesting Party for materials, supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage shall be treated as expendable supplies for purposes of cost reimbursement.

c. Tracking Reimbursable Costs. Tracking of personnel time, work/rest, and equipment use shall be the responsibility of the Requesting Party. The Responding Party will be responsible for invoicing the Requesting Party after demobilization as per any financial agreement by both Parties.

d. Reimbursement. The reimbursement to any Responding Party is not contingent on the Requesting Party’s eligibility for or receipt of reimbursement from any federal or state agency or third party. The Parties acknowledge that a Requesting Party may pursue all legal reimbursement available for costs associated with emergency and disaster response and recovery, including Reimbursable Costs incurred by Responding Parties. The Parties agree to cooperate with any Requesting Party as may be necessary to establish the necessity of the aid provided, and its reasonableness in light of the emergency situation. Parties involved in this Agreement shall, upon request of resources, determine financial terms and limitations through a separate document or through a pre-existing process outlined by the Emergency Management Agency or the Emergency Operations Center. This is typically done through a Request for Assistance Form or a 213RR Form, but may involve any written financial process used by the Requesting Party.

In addition, this Agreement shall not be construed as to limit or waive reasonable compensation or reimbursement for costs incurred under this Agreement that may be eligible for reimbursement by local, state or federal agencies or any other third parties.

Payment. Within ninety (90) days from the end of the period of assistance, a Responding Party shall provide the Requesting Party with an invoice that itemizes all Reimbursable Costs. The Requesting Party must pay the invoice in full on or before the forty-fifth (45th) day following the billing date. Any amounts unpaid on the forty-sixth (46th) day following the billing date will be delinquent, and from that date forward will accrue interest at 2% per annum plus the bank prime loan rate in effect on the first date of delinquency, as reported in the Federal Reserve Statistical Release H.15, www.federalreserve.gov/releases/H15/update/. Delinquent interest will be computed on an actual days/actual days basis. Upon agreement of the involved Parties, the payment deadlines may be extended if reimbursement from state or federal sources or third party is pending and likely to occur.
Financial Obligations. Pursuant to Colorado law, any multi-fiscal year obligations of any Party that is a governmental agency are subject to and contingent upon its annual appropriation.

IX. Additional Responsibilities

a. Agency Policy and Procedures. Each Party’s personnel are responsible for following their agency’s administrative policies and procedures. The Parties hereto enter into this Agreement as separate and independent entities and each shall maintain that status through the term of this Agreement. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker’s compensation coverage for its own personnel.

b. Compliance with All Applicable Laws. Each Party shall be responsible at all times for compliance with all laws and regulations applicable to each of its actions hereunder. Each Party must, upon request by another involved Party, make available on a reasonable basis such information as may be required to ensure or show compliance with local, state and federal laws.

c. Provisions for Responding Personnel. The written request for resources shall outline provisions required for personnel and equipment, including temporary housing, food and supplies necessary to perform the functions required. This may be outlined in the request for resources as a need by the Requesting Party or as a need from the Responding Party. This should be outlined prior to any deployment of resources. If the Requesting Party cannot provide food or shelter for the said personnel, the Responding Party may secure the resources necessary to meet those needs and shall be entitled to reimbursement from the Requesting Party for such cost, not to exceed the state per diem rates.

d. Nondiscrimination. No person with responsibilities in providing services or the operation of any activities under this Agreement will unlawfully discriminate against persons being assisted or requesting assistance on the basis of race, color, national origin, age, sex, sexual orientation, ancestry, marital status, creed, religion, disability, political affiliation or beliefs, or any other unlawful basis.

X. Disaster Planning and Interagency Cooperation

a. In order to enhance public safety, the protection of life, property and the environment, and in order to enhance the mutual aid capabilities contemplated in this Agreement, the Parties agree to do the following:

i. Prepare and keep current emergency planning documents, including jurisdictional or agency disaster response plans and recovery plans.

ii. To the extent possible, participate in the county emergency management activities which are designed to ensure coordinated disaster planning, response, and recovery. These activities may include the Local Emergency Planning Committee, multi-agency coordination systems, disaster risk and hazard assessment, training and education, and Incident Management Team support.

iii. When possible, provide a liaison to the county EOC during incidents that affect two or more Parties within the county to the extent allowed by the local emergency plans, staffing, and other budgetary considerations of the
Parties. Liaisons may be provided virtually through EOC software management tools, telephone or email.

XI. Termination
Any Party may terminate its participation in this Agreement without cause, and such termination will be effective on the date written notice is sent to the governing board of each Party. Termination will not negate any obligations that result from mutual aid provided or received prior to termination, including pending claims for reimbursement provided under this Agreement.

XII. Non-Liability
This Agreement shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, or any equipment, as a result of this Agreement. Nothing in this Agreement is intended nor shall be interpreted to waive any benefits or protections that may be available to any Party by the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq., as the same may be amended from time to time.

XIII. Integration and Amendments
This Agreement contains the entire understanding of the Parties and the Parties agree that this Agreement may only be amended or altered by written agreement signed by the Parties’ authorized representatives.

XIV. Assignment /Transfer
No Party shall assign or otherwise transfer this Agreement or any right or obligation herein without prior consent of the other Parties.

XV. No Third Party Beneficiary
This Agreement is made for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted to any Party under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq., as the same may be amended from time to time.

XVI. Severability
If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

XVII. Headings
The section headings of this Agreement are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions in
this Agreement and shall not be construed to affect in any manner the terms and provisions herein.

**XVIII. Becoming a Party to this Agreement**
Each Party agrees to allow any other entity, including government and non-government emergency response and recovery partners, to join in this Agreement after formal approval by the prospective Party and notification by the Larimer County Office of Emergency Management of such action to each of the other Parties to this Agreement. To the extent that entities outside of Larimer County choose to join in this Agreement, notification shall also be provided to the office of emergency management in the county in which the entity is located.

**XIX. Execution**
This Agreement shall be executed by each Party on a separate signature page. This Agreement and the original signature pages shall be filed with and held by Larimer County Emergency Management or its successor agency, at 200 West Oak Street, Fort Collins, CO 80522. Copies of signature pages shall be provided to each Party, and such copies shall have the full force and effect as if they were originals. A copy of the full Agreement will be provided to the Colorado State Division of Homeland Security and Emergency Management.

As outlined in the foregoing Mutual Aid Agreement, the below Party executes this Agreement on the most recent date indicated below.

**PARTY:**

________________________________________________________________________

By:  

________________________________________________________________________

Title:  

________________________________________________________________________

Date:  

________________________________________________________________________

**ATTEST AS TO SIGNATURES:**

________________________________________________________________________

Title:  

________________________________________________________________________

Date:  

________________________________________________________________________
**EXECUTIVE SUMMARY:** This resolution approves a Terms of Annexation Agreement (the “Agreement”) between the Town and James W. and Joyce E. Brandt, (the “Property Owners”). The Agreement concerns the annexation of approximately 6.7 acres owned by the Property Owners, located at 6639 County Road 78, in Weld County, Colorado (the “Property”).

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

**KEY POINTS/SUPPORTING INFORMATION:**
- Property owner desires to annex to Timnath.
- The Town desires to annex the Property.
- The Property has been in the Town’s Growth Management Area for many years.
- Time was of the essence to seize the opportunity to annex the Property, and annexation of the Property had been generally discussed with the council previously. The annexation agreement details the terms.
- The Town Council is familiar with the Terms of Annexation Agreement, and finds it to be in the best interest of the Town, its residents, and the general public.

**ADVANTAGES:** The Property is in the Town’s Growth Management Area and serves as an important link to annexation of additional properties in the Town’s Growth Management Area.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** Ratification would commit the Town to waiver of all annexation fees for the Property Owner as part of the Agreement.

**RECOMMENDED MOTION:** I move approval of Resolution No. 51, Series 2016 Ratifying the Terms of Annexation Agreement for the Brandt Property between the Town and James W. and Joyce E. Brandt.

**ATTACHMENTS:**
1. Resolution
2. Terms of Annexation Agreement
A RESOLUTION RATIFYING THE TERMS OF ANNEXATION AGREEMENT FOR THE BRANDT PROPERTY

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

WHEREAS, the Town desires to annex real property, consisting of approximately 6.7 acres located at 6639 County Road 78, in Weld County, Colorado, as further described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Town and James W. and Joyce E. Brandt (the "Property Owners") desire to enter into a Terms of Annexation Agreement in order to provide mutual assurances and facilitate annexation of the Property (the "Terms of Annexation Agreement"); and

WHEREAS, the Town Council is familiar with the Terms of Annexation 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 Terms of Annexation Agreement is hereby approved in the form as attached hereto.

Section 2. Ratification
The Execution of the Terms of Annexation Agreement or other actions whatsoever conducted by the Town are hereby affirmed, ratified and made effective as of the date of the Terms of Annexation Agreement.


TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor
ATTEST:

__________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

(Terms of Annexation Agreement)
TERMS OF ANNEXATION AGREEMENT
FOR THE BRANDT PROPERTY

THIS TERMS OF ANNEXATION AGREEMENT ("Agreement"), is made and entered into to be effective, subject to pending approval by the Town Council, the 28th day of June, 2016, by and between the Town of Timnath, a Colorado municipal corporation (the "Town"), and James W. and Joyce E. Brandt, (the “Property Owners”) and is made concerning the real property described on Exhibit A, attached hereto and incorporated herein by reference (the Property”). This Agreement by the Town Council in an open meeting pursuant to the terms of the Colorado Open Meetings Law. The Town and Property Owners are referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Property consists of approximately 6.732 acres, more or less, located at 6639 County Road 78, in Weld County, Colorado; and

WHEREAS, the Parties have engaged in negotiations to effectuate the annexation of Property into the Town, and the Parties desire to enter into this Agreement in order to provide mutual assurances and facilitate annexation of the Property; and

WHEREAS, annexation of the Property will be in accordance with the terms and conditions of this Agreement, the annexation petition, if any, and the Colorado Municipal Annexation Act of 1965 (as amended, the “Act”), the Town of Timnath Municipal Code (the “Code”), and all applicable laws.

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for annexation and development of the Property within the Town. All conditions contained herein are in addition to any and all requirements of Town and applicable state statutes, and are not intended to supersede such requirements, except as specifically provided in this Agreement. All exhibits attached hereto are incorporated herein by this reference and are an integral part hereof.

2. Fee Waiver. The Town hereby agrees to waive all Town fees associated with annexation of the Property. The Town also hereby agrees that there will be no fee for withdrawing the annexation petition before the annexation is effective and there will be no fee for disconnection. The Town further agrees to pay any additional fees ordinarily required by the Town for annexation, including but not limited to county and recording fees.

3. Withdrawal of Petition/Disconnection. Property Owners have the unilateral right to withdraw the annexation petition at any time prior to the petition’s approval. In the event that the Town does not meet, or fails to satisfy, any of the conditions set forth in this Agreement, the Property Owners shall have the option to disconnect the Property from the Town. To the extent authorized by applicable law, Property Owners’ option to disconnect pursuant to this paragraph may be exercised up to one year from the date of annexation. If Property Owners choose to waive their right to disconnect, they shall
provide written notice of such waiver to the Town. In the event that the Property is disconnected pursuant to this paragraph, this Agreement shall be terminated effective as of the date of disconnection.

4. **Continued Use of Property.** The Property Owners may continue all currently existing uses on their property. In the event that Property Owners deed the property to their son, he may continue all currently existing uses on the Property (the “Property Rights”). The Property Rights are dependent upon the continued existing agricultural use of the property, and the Property Rights shall extinguish if the property is sold to any party, or is subdivided.

5. **Title and Authority.** Property Owners warrant and represent to Town that they are the record owners of the Property. Property Owners understand that the Town is relying on such representations and warranties in entering into this Agreement.

6. **Acknowledgement.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Code and the laws of the State of Colorado. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of Town or its inhabitants; nor shall this Agreement prohibit the enactment by Town of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

7. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and Parties shall cooperate to cure any such defect.

8. **No Duress.** Parties agree that this Agreement is freely and voluntarily executed by them after extensive negotiations between them and an opportunity for each Party to obtain legal advice.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that exclusive venue of such suit or action shall be in Weld County, Colorado.

10. **Third Party Beneficiaries.** This Agreement is made by and between Parties and their successors and, to the extent permitted, assigns and solely for their benefit. No third parties, including but not limited to adjacent property owners and/or individual lot owners or buyers, shall be entitled to enforce the duties or enjoy the rights created herein.

*(Signature page follows)*

IN WITNESS WHEREOF, this Agreement has been executed by Parties, intending to be legally bound hereby, as of the date set forth above.
TOWN: TOWN OF TIMNATH, COLORADO, A Colorado Municipal Corporation

ATTEST: Jill Grossman-Belisle, Mayor

_______________________________
Milissa Peters, Town Clerk

PROPERTY OWNERS: JAMES W. AND JOYCE E. BRANDT

_______________________________
James W. Brandt

_______________________________
Joyce E. Brandt

STATE OF COLORADO ) ) ss.
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this __ day of _____, 2016, by James W. Brandt.

WITNESS my hand and official seal.

_______________________________
Notary Public
My Commission expires:___________

STATE OF COLORADO ) ) ss.
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this __ day of _____, 2016, by Joyce E. Brandt.

WITNESS my hand and official seal.

_______________________________
Notary Public
My Commission expires:___________
EXHIBIT A
(Property Description)
**EXECUTIVE SUMMARY:** Provide annual roadway re-striping to keep roadway safe for travel as well as pedestrian crossings. An RFP was sent out to contractors in 2015 and Precision Pavement Marking, being the lowest qualified respondent is recommended for award of this project again in 2016.

**STAFF RECOMMENDATION:** Approval

**KEY POINTS/SUPPORTING INFORMATION:**
- The Towns paved roadways, bike lanes, and pedestrian crossings require re-striping annually for heavy use roads (Harmony) and every other year for other roadways

**ADVANTAGES:** Keeps the roadway stripes visible for travelers day and night

**DISADVANTAGES:** None

**FINANCIAL IMPACT:** Expense is a budgeted item.

**RECOMMENDED MOTION:** I move to approve Resolution No. 52, Series 2016 approving the Standard Services Agreement with Precision Pavement Marking for the 2016 Roadway Striping Program

**ATTACHMENTS:** 1. Resolution, 2. Town Council Purchase Authorization, 3. Agreement
Town Council Purchase Authorization

Date: June 28, 2016
Vendor: Precision Pavement Marking
Department: Public Works
Project: 2016 Roadway Striping Program
Description: Annual program to re-stripe paved roadways as needed

<table>
<thead>
<tr>
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<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Is this purchase more than $25,000</td>
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<td></td>
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<tr>
<td>Is this the purchase of Real Estate or Land</td>
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<td>Is this the purchase of Public Art</td>
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<tr>
<td>Is this a budget request for a purchase that will exceed the approved budget</td>
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Advantages: Provision of annual roadway re-striping program to keep roadways safe for travel
Disadvantages: None

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<thead>
<tr>
<th>Description</th>
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<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
<th>Budget Remaining</th>
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<td>$50,000.00</td>
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<td>$13,430.32</td>
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Financial Impact: Expenditure is within the annual budget for Roadway Striping
Recommendation/Justification: Recommend approval

Requesting Department Signature: [Signature]
Date: 6/21/16

Town Manager Signature
Date
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 52, SERIES 2016

A RESOLUTION APPROVING STANDARD SERVICES AGREEMENT WITH PRECISION PAVEMENT MARKING

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

WHEREAS, attached hereto as Exhibit A is the Professional Services Agreement between the Town of Timnath and Precision Pavement Marking (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.


TOWN OF TIMNATH, COLORADO

_________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
STANDARD SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND PRECISION PAVEMENT MARKING

For the Towns 2016 Roadway Striping Program

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

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

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

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

1. BASIC TERMS:

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

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

      b. Contractor: Precision Pavement Marking
         3817 Goodell Lane
         Fort Collins, CO 80526
         Phone: 970-310-1223

   B. Scope of Services. The scope of services shall be: Striping and re-striping of asphalt roadways and is further detailed in ATTACHMENT A to this Agreement.

   C. Compensation. The services set forth in this Agreement shall be completed for an amount not to exceed $36,569.68. Not later than the tenth (10th) of each month, Contractor shall submit an invoice to the Town for the prior month's services.

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

   E. Commencement Date. The "Commencement Date" is summer of 2016 and is when the services described in this Agreement are to commence.

   F. Termination Date. The "Termination Date" of this Agreement is October 31, 2016.
Contractor intends to provide these services for the Town in conjunction with similar services provided to the City of Fort Collins and will schedule the work accordingly. This allowed for lower unit prices for the services.

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

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

I. Warrantee. Contractor shall warrant all material and workmanship to be free from defect for a period of one (1) full year from the date of Final Payment excepting normal wear and tear caused by traffic and/or public use of the roadway.

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

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

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

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

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

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

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

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

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

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

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

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

b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31.
c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

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

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

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

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

(2)(a) The Contractor shall not:

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

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

(b) In addition:

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

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

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

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

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

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

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

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

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

9. MISCELLANEOUS.

A. Severability/Governing Law. This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.
B. Entire Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

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

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

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

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

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

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

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

   c. Within twenty-four (24) hours after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in Section 1, above.
Either party may change such address by **fifteen (15) days** written notice to the other provided, however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

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

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

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement as of the _______ day of ___________________, 2016.

**TOWN OF TIMNATH**

By: __________________________________________

Jill Grossman-Belisle

Title: Town Mayor ____________________________

**CONTRACTOR:**

Precision Pavement Marking

By: ________________________________

Title: ________________________________
STATE OF COLORADO )
   ) ss.
COUNTY OF LARIMER )

The foregoing Standard Services Agreement was acknowledged before me this ____ day of ____________________, 2016 by Jill Grossman-Belisle as the Mayor of the Town of Timnath.

Witness my hand and official seal.

My commission expires: __________________

________________________________
Notary Public

________________________________
Address

STATE OF COLORADO )
   ) ss.
COUNTY OF __________) 

The foregoing Standard Services Agreement was acknowledged before me this ____ day of ___________________, 2016 by __________________________ as the __________________ of Contractor.

Witness my hand and official seal.

My commission expires: __________________

________________________________
Notary Public

________________________________
Address
ATTACHMENT A
(Scope of Services)
ATTACHMENT B

LAWFUL PRESENCE AFFIDAVIT

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

Complete the Lawful Presence Affidavit below.
Sign the Affidavit before a Notary Public (A notary is available at Town Hall)
Return the Affidavit with your signed contract, application or renewal.
Enclose a copy of the identification presented to the Notary (e.g. driver’s license)

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

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

_____ I am a United States citizen; or
_____ I am a legal Permanent Resident of the United States; or
_____ I am otherwise lawfully present in the United States pursuant to Federal law.

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

________________________________________  ______________________________________
Signature                                      Date

STATE OF COLORADO )
                    )ss
COUNTY OF __________)

SUBSCRIBED and sworn to before me, the undersigned Notary Public, this ___ day of _____________________, 20____, by ____________________________, who presented _____________________________ as identification.

   (Document Provided and Document Number)

________________________________________
Notary Public

My Commission Expires:___________________

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

- Colorado Driver’s License
- Colorado ID card
- Military IDs
- Coast Guard mariner document
- Native American tribal document
# Signing & Striping Proposal

**3817 Goodell Ln**  
**Fort Collins, CO 80526**  
**970-310-1223**

---

**Town Of Timnath**  
**Steve Humann**

---

## 2016 Striping Maintenance

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<td>County Rd 5 from Bridge 500 ft South of Harmony to Mulberry</td>
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<td>12,200</td>
<td>0.06</td>
<td>732.00</td>
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**Thanks for the opportunity**

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**Tax**

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**Total**
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<td>4&quot; White small skip Line (Lin Ft) (for bike lanes)</td>
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<td>Sienna from 3 Bell to Red Bridge</td>
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<td>Weitzel from Harmony to Sweatsville</td>
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<td>Sweatsville from Weitzel to City Limit sign</td>
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Thank you for the opportunity
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<tr>
<td>Cty Rd 3 from City Limit sign to Prospect</td>
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<td>18&quot; thermoplastic for stop bar with sealer (Lin Ft)</td>
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<td>County Rd 40</td>
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4" WHITE LINE (LIN FT)                                           | 20,800 | 0.13 | 2,704.00 |

Thanks for the opportunity

Tax

Total $29,695.66

32,399.88
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<td>Sub Total.</td>
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<td>Option to paint stop bars (price per each)</td>
<td>1</td>
<td>6.50</td>
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<table>
<thead>
<tr>
<th>Sales Tax (0.0%)</th>
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<tbody>
<tr>
<td>Total</td>
<td>$4,169.80</td>
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</table>
**EXECUTIVE SUMMARY:** The Town entered into an engagement letter with Clifton Larson Allen (the “Agreement”), on March 11, 2013 for an initial term of 36 months (the “Initial Term”). According to the terms and conditions of the Agreement, upon expiration of the Initial Term, the Agreement automatically extends for successive additional 36 month term(s). Notwithstanding this automatic extension, the resolution memorializes Timnath Town Council’s intent to renew this Agreement.

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

**KEY POINTS/SUPPORTING INFORMATION:**
- Renews engagement of Clifton Larson Allen for professional accounting services.
- The resolution will serve to memorialize the Town Council’s intent to renew the Agreement with Clifton Larson Allen.
- The Town and Clifton Larson Allen have been operating effectively under the same agreement since 2013.

**ADVANTAGES:** The Town has engaged Clifton Larson Allen for a number of years 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:** None.

**RECOMMENDED MOTION:** I move approval of Resolution No. 53, Series 2016 Approving Renewal of an Engagement Letter with Clifton Larson Allen, LLP for professional accounting Services.

**ATTACHMENTS:**
1. Resolution
2. Agreement
A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CLIFTON LARSON ALLEN, 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 Professional Services Agreement Between the Town and Clifton Larson Allen, LLP (the “Agreement”) which Agreement was initially entered into on March 11, 2013 for an initial term of 36 months (the “Initial Term”); and

WHEREAS, the Town and Clifton Larson Allen, LLP entered into that First Addendum to the Agreement on July 9, 2013; and

WHEREAS, according to the terms of the Agreement, upon expiration of the Initial Term, the Agreement automatically extends for successive additional 36 month term(s), notwithstanding this automatic extension, the Timnath Town Council desires to memorialize its intent to renew this 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.


TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor
ATTEST:

Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND CLIFTONLARSONALLEN LLP

This Professional Services Agreement (the “Agreement”), is made by and between the Town of Timnath (the “Town”) and the undersigned contractor (the “Contractor”). Town and Contractor shall be collectively referred to herein from time to time as the “Parties”.

WHEREAS, the Town desires to retain Contractor and Contractor desires to be retained to provide the professional Services defined in paragraph 1.C, below (the “Services”); and

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

1. BASIC TERMS:

   A. Name, Address, and Phone Number of the Parties.
      a. Town of Timnath
         i. Town of Timnath
            C/O Town Manager
            4800 Goodman Drive
            Timnath, Colorado 80547

      b. Contractor
         i. CliftonLarsonAllen LLP
            C/O Christine Harwell
            8390 E. Crescent Parkway, Ste. 500
            Greenwood Village, CO 80111

   B. Exhibits and Attachments. All attachments specifically referred to herein shall be deemed incorporated herein by reference as if fully stated herein. Due to the day to day nature of the professional services relationship between Contractor and the Town, the parties acknowledge that informal amendments to exhibits or attachments may occur by custom and practice; however, the parties agree that no such amendment shall occur which is directly in conflict with a specific provision hereof without prior approval by the Town Council as evidenced by written amendments hereto. This Agreement may also be amended by replacement of any Section herein in writing and initialed by the Mayor and Contractor.

   C. Scope of Services. The "Scope of Services" attached hereto as Exhibit A defines generally the "Services" that Contractor will continue to provide to Town, subject to such direction as may be provided to Contractor by the Town.

   D. Titles. Christine Harwell shall be designated as the "Town Finance Director" and shall direct the provision of Services to Town on behalf of Contractor. Notwithstanding such reference, Contractor is solely liable to the Town for performance of this Agreement and
Contractor, not Ms. Harwell individually, shall be responsible directly to the Town for Services provided by Contractor. No individual employee of Contractor shall be considered or deemed to have personally undertaken the obligations of this Agreement or to have personally guaranteed the performance hereof by Contractor. Ms. Harwell may hold herself out as the Town Finance Director to persons doing business with, residing in, or otherwise dealing with Town, and may utilize business cards prepared by Town for such purposes.

E. Compensation. Fees for the Services shall be invoiced to the Town not later than the tenth (10th) day of each month in amounts subject to the following provisions:

(i) Compensation for the Services provided pursuant to this Agreement shall be subject to a Monthly Invoice Cap (defined below) for all Services performed for the Town and the Timnath Development Authority. Special work that can be charged to third party developers or work conducted in connection with unforeseen opportunities for the Town which is outside the normal routine shall be categorized as "Out of Scope Services", and shall fall outside the Monthly Invoice Cap and be paid hourly as approved by the Town.

(ii) The initial "Monthly Invoice Cap" for fees, exclusive of costs per the Special Provisions contained in Exhibit B as defined below, shall be in the amount of $20,742 per month. The Monthly Invoice Cap shall be applicable for Services provided from and after January 1 of the applicable year. The Monthly Invoice Cap amount shall be adjusted January 1 of each calendar year by increasing the Monthly Invoice Cap by 2.5%.

(iii) Each monthly invoice from Contractor shall contain a cover memorandum showing, at a minimum, how fees billed in excess of the Monthly Invoice Cap will be deferred and accounted for as part of the "Deferral Above Monthly Cap", and any additional information reasonably requested by the Town Council or Town Manager. Items discussed in paragraphs i and v of this subsection shall be due in addition to the Monthly Invoice Cap. The amount of the Deferral Above Monthly Cap shall accrue from month to month (the "Accrued Deferral Above Monthly Cap"), provided that it's accrual shall be limited to $100,000 per year (the "Annual Deferral Cap"). The Parties acknowledge that Accrued Deferral Above Monthly Cap from the previous term of this agreement, subject to the Annual Deferral Cap, shall continue to accrue from year to year throughout the Term and Additional Terms but shall never exceed a "Maximum Deferral" of $300,000. Amounts which exceed the Annual deferred Cap and the Maximum Deferral shall be forgiven annually.
(iv) The Deferral Above Monthly Cap and Accrued Deferral Above Monthly Cap shall be reflected on the Town’s books as a contingent liability, due and payable to Contractor in the event the Professional Service Agreement is terminated for convenience. In no event shall any contingent liability exceed the Maximum Deferral and no payment shall be due which is greater than the lesser of the total contingent liability or the Maximum Deferral. The parties agree that the Deferral Above Monthly Cap and Accrued Deferral Above Monthly Cap represent fees for valid Services performed each month during the Term, properly due to Contractor as a portion of the Services for which the Monthly Invoice Cap is due, and that payment of such amounts by the Town in the event of termination for convenience of the Professional Services Agreement is not a penalty but is payment of earned fees constituting the Monthly Invoice Cap.

(v) The monthly invoice cap shall not apply to extraordinary Services, including, but not limited to bond issues, litigation, major retail development project negotiations, or fees for services which are billed to the Town which are reimbursable to Town by third parties, whether actually reimbursed or not in the discretion of the Town. When such matters arise, Contractor will discuss with the Town Manager additional budget amounts which may be necessary to pay fees for such work. In addition to amounts described above, Contractor may incur out of pocket costs in the handling of the Town’s matters. These costs may include photocopying charges, handling charges, delivery charges, telephone, fax, filing and recording fees, and other costs which Contractor may advance payment on the Town’s behalf. These will also be billed on a monthly basis. These costs are subject to the same payment terms as fees. All bills are due upon receipt, and if any bill is not paid during the month of receipt of an invoice, interest will accrue at a rate of one percent per month.

F. Term and Termination. Notwithstanding the date of execution hereof or the date of ratification by the Town of the execution hereof, Contractor is engaged pursuant to this Agreement for a term of 36 months commencing January 1, 2016, and continuing through December 31, 2018 (the “Initial Term”), subject to annual budget appropriation of revenues sufficient to pay the “Monthly Invoice Cap” as increased annually pursuant to paragraph E of this section. Fees for Services will be billed and itemized monthly per existing invoice formats. If fees in any month are less than the Monthly Invoice Cap, the lesser amount shall be paid. Upon the expiration of the Initial Term, this Agreement shall be deemed automatically extended for successive additional 36 month terms (“Additional Term(s)”) until such time as this Agreement is terminated by formal Council action to terminate.

The parties acknowledge that the engagement created by this Agreement may be
terminated for convenience at any time but only by formal resolution of the Town, as set forth below, adopted in a public meeting whereupon the Accrued Deferral Above Monthly Cap described above shall be due and payable in full within ten (10) days of adoption of such Resolution. Services shall terminate thirty (30) calendar days after such Resolution is adopted. The compensation provisions set forth above shall be binding through the date Services are terminated. Subject only to the foregoing, the Town shall have the unfettered right to take formal action to terminate this Agreement.

CONTRACTOR NOT EMPLOYEE. Contractor is an independent contractor and not an employee, partner or agent of the Town and, as such, is not entitled to workers’ compensation benefits and is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Contractor shall, at all times, have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Contractor or Contractor’s employees be considered employees or agents of the Town. The Services set forth in this Agreement shall be provided by Contractor using its own office space, employees, supplies, and resources sufficient to meet the needs of the Town as directed by Council.

2. SPECIAL PROVISIONS. Exhibit B contains special provisions which are deemed a part of this Agreement. The application of certain provisions of Exhibit B may be limited to specific Services set forth in Exhibit A. Unless such limitations are set forth, all provisions of Exhibit B are intended to apply to all provisions of this Agreement and all Services set forth in Exhibit A.

3. COLORADO CONSTITUTION, ARTICLE X, SECTION 20. Notwithstanding other provisions in this Agreement to the contrary, if any, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). Consistent with Article X, Section 20 of the Colorado Constitution, the Town’s payment obligations to Contractor in any year following the year of the execution hereof are not intended to and do not constitute a multi-year fiscal obligation to the Town. All financial obligations of the Town under this Agreement are subject to the annual appropriation of sufficient funds for the same by the Timnath Town Council, acting in its sole and exclusive discretion. In the event of non-appropriation which occurs as set forth herein, this Agreement shall automatically terminate upon the first day of the fiscal year for which funds are not appropriated and neither Party shall have any continuing obligation to the other under this Agreement except as explicitly provided herein with respect to the obligation to pay the Accrued Deferral Above Monthly Cap amount which obligation shall survive any termination and non-appropriation.

4. CONFIDENTIALITY. The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C.R.S. § 24-72-101, et. Seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.
5. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES. “E-verify Program” as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and explained in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. “Department” as used herein means the Department of Labor and Employment. “Department Program” as used herein means the employment verification program established by the Department pursuant to C.R.S. § 8-17-102(5)c. The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the E-verify Program, pursuant to C.R.S. § 8-17.5.191 or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement and will otherwise seek and obtain its own legal counsel for advice on how to comply with such laws.

6. MISCELLANEOUS PROVISIONS.

a. Severability/Governing Law. This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

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

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

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

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

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

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

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

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

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

h. Non-Assignment. This Agreement is an agreement for Services by which Contractor was selected for Contractor’s special expertise. This Agreement may not be assigned by either party.
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the 28th day of June, 2016.

TOWN OF TIMNATH

By: ______________________________
Title: ______________________________

Mayor

ATTEST:

______________________________
Town Clerk

CONTRACTOR:

______________________________
By: ______________________________
Title: ______________________________

APPROVED AS TO FORM:

______________________________
General Counsel
STATE OF COLORADO
COUNTY OF __________

The foregoing Professional Services Agreement was acknowledged before me this _____
day of __________________, 2016 by __________________ as ____________________.

Witness my hand and official seal.

My commission expires:______________________

____________________________
Notary Public

____________________________
Address
EXHIBIT A
(Scope of Services)

- Serve as the Finance Director for the Town of Timnath and TDA (collectively referred hereafter as the Town) and respective Finance Department; supervise any and all Town accounting employees at the direction and approval of the Town Manager; and copy Town Manager on all communications to Town Council
- Oversee the preparation and maintenance of various accounting tasks for the Town including:
  - Cash receipts
  - Cash disbursements
  - General ledger
  - Accounts receivable journals and ledgers
  - Reconciliation of bank accounts and investment ledgers
  - Development fee records and coordination of billing of
  - Payroll, including review of payroll processing by Town employees
- Manage and maintain detail records of all cash funds of the Town in accordance with the Town’s investment policy as directed by Council
- Prepare monthly compiled financial statements and applicable supplemental schedules or as requested by the Town’s Council
- Prepare schedule of cash flow needs to coordinate Town cash deposits and arrange wire transfers as necessary
- In consultation with the Town Manager, prepare the annual Town budget and ensure its filing; monitor expenditures to assist Town personnel in avoiding exceeding appropriated expenditures; ensure the preparation and filing of the Town’s mill levy certification with the County Commissioner
- Prepare annual long-term projections of the Town’s cash flows for internal use
- Prepare all necessary audit schedules and draft annual financial statements with footnotes for use by the Town’s independent auditors
- Monitor compliance with bond/loan indentures and trust agreements; ensure all required continuing disclosure accounts are prepared and filed
- Annually and concurrently with the Town’s budget preparation, review Town financial policies to ensure compliance thereof; recommend in consultation with the Town Manager, any changes to financial policies for Town Council’s consideration and approval
- Oversee and monitor financial policies and procedures adopted by the Town
- Manage and oversee the Town’s banking services relationship and services provides by Town’s banking institution(s)
- Attend staff meetings and Council regular and work session meetings at the request of the Town Manager
- Prepare Town resolutions and Town ordinances and Town Council communications as may be required
- Perform other accounting and finance roles typical of the municipal Finance Director normal duties
EXHIBIT B
SPECIAL PROVISIONS

Preparation services
We will prepare monthly (or as requested) financial statements of the Town. Management agrees that each page of the monthly or quarterly financial statements will include the following statement: “No assurance is provided on these financial statements. Substantially, all required disclosures, the government wide financial statements, and the statement of revenues, expenditures, and changes in fund balances –governmental funds have been omitted. In addition, the annual budget information excludes required summaries or significant assumptions and accounting policies.”

If an audit is required, we will prepare the year-end financial statements of the governmental activities, the business-type activities (if applicable), the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Town, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the Town’s auditors.

Compilation services
We will prepare the annual budget (for the subsequent year) of revenues, expenditures, and fund balances, including the estimate of comparative information (for the current year) and the actual comparative information (for the prior year), in the format prescribed by Colorado Revised Statutes C.R.S. 29-1-105, and perform a compilation engagement with respect to the annual budget.

Engagement objectives and our responsibilities
The objectives of our engagement are to:

a. Prepare monthly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.

b. Apply accounting and financial reporting expertise to assist you in the presentation of monthly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.

d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our report
As part of our monthly preparation engagement, each page of the financials statements will include the following statement: “No assurance is provided on these financial statements. Substantially, all required disclosures, the government wide financial statements, and the statement of revenues, expenditures, and changes in fund balances –governmental funds have been omitted. In addition, the annual budget information excludes required summaries or significant assumptions and accounting policies.”

The report on the annual budget will state that management is responsible for the accompanying budget (for the subsequent year) of revenues, expenditures, and fund balances, including the estimate of comparative information (for the current year) and the actual comparative information (for the prior year) in the format prescribed by Colorado Revised Statutes C.R.S. 29-1-105, that we performed a compilation of the annual budget, that we did not audit or review the annual budget, and that, accordingly, we do not express an opinion, a conclusion, not provide any form of assurance on it. The report will also state that the budget is presented in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilations of your financial statements, the annual budget, or the year-end financial statements, we will not issue reports on such statements, the annual budget, or the year-end financial statements, as a result of this engagement.

No assurance statement
The year-end financial statements prepared for use by the Town’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities
The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

We are required by professional standards to identify management’s responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the Town’s operations, and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

a. The selection of the financial reporting framework to be applied in the preparation of the financial statements and the annual budget.

b. The preparation and fair presentation of the financial statements in accordance with U.S. GAAP, except as identified above, and the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105. The presentation of the supplementary information.

c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and the annual budget that are free from material misstatement, whether due to fraud or error.

d. The prevention and detection of fraud.

e. To ensure that the Town complies with the laws and regulations applicable to its activities.

f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

g. To provide us with the following:

i. Access to all information relevant to the preparation and fair presentation of the financial statements and the annual budget such as records, documentation, and other matters.

ii. Additional information that may be requested for the purpose of the engagement.

iii. Unrestricted access to persons within the Town with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements and the annual budget (items a, b, c, and d).

For all accounting services we may provide to you, including the preparation of your financial statements and the annual budget, management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.
Other fees
You also agree to compensate us for any time and expenses, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to.

Municipal advisors
CliftonLarsonAllen Municipal Advisors (“CLAMA”) is a registered municipal advisor. Municipal advisor services provided by CLAMA will be covered by a separate engagement letter.

The Town is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Employment provision
In the event that a CLA employee is solicited to work in a position as an employee of your Town, and in the event that the CLA employee accepts the position of employment with your Town, the following conditions will apply:

1. CLA will require a four-week notice period subsequent to the employee’s written notice to CLA, and
2. The Town will be required to pay an employment fee of $60,000 to CLA immediately upon receipt of this notice.

If any former CLA employee shall be hired as an employee within 60 days of leaving CLA, there shall be a refutable presumption that the CLA employee was solicited to work as an employee of your Town and the above fee shall be payable to CLA.
**Fees, time estimates, and terms**

Our fees for these services will be based on the terms as outlined in the agreement. Out of scope services provided on behalf of the Town will be billed based on hourly rates. The hour rates currently in effect for our services are as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/CFO</td>
<td>$230 - $355</td>
</tr>
<tr>
<td>Controller</td>
<td>$160 - $200</td>
</tr>
<tr>
<td>Senior Accountant</td>
<td>$130 - $150</td>
</tr>
<tr>
<td>Staff Accountant</td>
<td>$ 90 - $120</td>
</tr>
<tr>
<td>Accounts Payable Specialist</td>
<td>$ 75 - $ 85</td>
</tr>
<tr>
<td>Administrative support</td>
<td>$ 70 - $100</td>
</tr>
</tbody>
</table>

Rate changes may be proposed to the Town from time to time and, if approved by the Town, will be set forth in an addendum.
TIMNATH TOWN COUNCIL COMMUNICATION

Meeting Date: June 28, 2016

Item: A Resolution Approving a Professional Town Engineer, Public Works, and Planning Services Engagement Letter with TST Inc., Consulting Engineers.

Presented by:
Robert Rogers
Town Attorney

Ordinance □
Resolution ✓
Discussion □
For Information □

EXECUTIVE SUMMARY: The Town entered into an engagement letter with TST Inc. (the “Agreement”), on March 12, 2013 for an initial term of 36 months (the “Initial Term”). According to the terms and conditions of the Agreement, upon expiration of the Initial Term, the Agreement automatically extends for successive additional 36 month term(s). Notwithstanding this automatic extension, the resolution memorializes Timnath Town Council’s intent to renew this Agreement.

STAFF RECOMMENDATION: Staff recommends approval of this resolution.

KEY POINTS/SUPPORTING INFORMATION:
- Renews engagement of TST Inc. for professional Town Engineer, Public Works, and Planning services.
- Periodic Invoice Cap:
    - Previous Contract (2013) quarterly cap: $34,500
  - 2. Engineering: $200,000 annually, with a quarterly cap of $50,000.
    - Previous Contract (2013) quarterly cap: $58,500
  - 3. Planning: $320,250 annually, with no quarterly cap.
    - Previous Contract (2013) quarterly cap: $51,000
- Public Works and Engineering have a quarterly cap, Planning no longer has a quarterly cap because of the flow of the work and the need for more flexibility to accommodate increased work volume.
- The resolution will serve to memorialize the Town Council’s intent to renew the Agreement with TST Inc.
- The Town and TST Inc. have been operating effectively under the same agreement since 2013.

ADVANTAGES: The Town has engaged TST Inc. for a number of years 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: None.

RECOMMENDED MOTION: I move approval of Resolution No. 54, Series 2016 Approving Renewal of an Engagement Letter with TST Inc. for professional Town Engineer, Public Works, and Planning Services.

ATTACHMENTS:
1. Resolution
2. Agreement
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 54, SERIES 2016

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TST INC., CONSULTING ENGINEERS

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

WHEREAS, attached hereto as Exhibit A is the Professional Services Agreement Between the Town and TST Inc. (the “Agreement”) which Agreement was initially entered into on March 12, 2013 for an initial term of 36 months (the “Initial Term”); and

WHEREAS, the Town and TST Inc. entered into that First Addendum to the Agreement on March 20, 2014; and

WHEREAS, according to the terms of the Agreement, upon expiration of the Initial Term, the Agreement automatically extends for successive additional 36 month term(s), notwithstanding this automatic extension, the Timnath Town Council desires to memorialize its intent to renew this 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.


TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor
ATTEST:

Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF TIMNATH AND  
TST INC., CONSULTING ENGINEERS

This Professional Services Agreement (the “Agreement”), is made by and between the Town of Timnath (the “Town”) and the undersigned contractor (the “Contractor”). Town and Contractor shall be collectively referred to herein from time to time as the “Parties”.

WHEREAS, the Town desires to retain Contractor and Contractor desires to be retained to provide the professional Services defined in paragraph 1.C, below (the “Services”); and

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

1. BASIC TERMS:

A. Name, Address, and Phone Number of the Parties.
   a. Town of Timnath
      i. Town of Timnath
         C/O The Town Manager
         4800 Goodman Drive
         Timnath, Colorado 80547
   b. Contractor
      i. TST Inc. Consulting Engineers
         C/O Donald Taranto
         748 Whalers Way
         Suite 200
         Fort Collins, CO 80525

B. Exhibits and Attachments. All attachments specifically referred to herein shall be deemed incorporated herein by reference as if fully stated herein. Due to the day to day nature of the professional services relationship between Contractor and the Town, the parties acknowledge that informal amendments to exhibits or attachments may occur by custom and practice; however, the parties agree that no such amendment shall occur which is directly in conflict with a specific provision hereof without prior approval by the Town Council as evidenced by written amendments hereto. This Agreement may also be amended by replacement of any Section herein in writing and initialed by the Mayor and Contractor.

C. Scope of Services. The "Scope of Services" attached hereto as Exhibit A defines generally the "Services" that Contractor will continue to provide to Town, subject to such direction as may be provided to Contractor by the Town.

D. Titles. Donald Taranto shall be designated as the "Town Engineer" and “Public Works Director” and shall direct the provision of Services to Town on behalf of Contractor.
Notwithstanding such reference, Contractor is solely liable to the Town for performance of this Agreement and Contractor, not Mr. Taranto individually, shall be responsible directly to the Town for Services provided by Contractor. No individual employee of Contractor shall be considered or deemed to have personally undertaken the obligations of this Agreement or to have personally guaranteed the performance hereof by Contractor. Mr. Taranto may hold himself out as the Town Engineer and Town Public Works Director to persons doing business with, residing in, or otherwise dealing with Town, and may utilize business cards prepared by Town for such purposes.

E. Compensation. Fees for the Services shall be invoiced to the Town not later than the tenth (10th) day of each month in amounts subject to the following provisions:

(i) Compensation for the Services provided pursuant to this Agreement shall be subject to a Periodic Invoice Cap (defined below) for all Services performed for the Town and the Timnath Development Authority. Special work that can be charged to third party developers or work conducted in connection with unforeseen opportunities for the Town which is outside the normal routine shall be categorized as “Out of Scope Services”, and shall fall outside the Periodic Invoice Cap and be paid hourly as approved by the Town.

(ii) The initial “Periodic Invoice Cap” for fees, exclusive of costs per the Special Provisions contained in Exhibit B as defined below, shall be in amounts as follows:

2. Engineering: $200,000 annually, with a quarterly cap of $50,000.
3. Planning: $320,250 annually, with no quarterly cap.

The Periodic Invoice Cap shall be applicable for Services provided from and after January 1 of the applicable year. All Periodic Invoice Cap amounts shall be adjusted January 1 of each calendar year by increasing the Periodic Invoice Cap by 2.5%.

(iii) Each monthly invoice from Contractor shall contain a cover memorandum showing, at a minimum, how fees billed in excess of the Periodic Invoice Cap will be deferred and accounted for as part of the "Deferral Above Periodic Cap", and any additional information reasonably requested by the Town Council or Town Manager. Items discussed in paragraphs i and v of this subsection shall be due in addition to the Periodic Invoice Cap. The amount of the Deferral Above Periodic Cap shall accrue from month to month (the "Accrued Deferral Above Periodic Cap"), provided that it's accrual shall be limited to $100,000 per year (the "Annual Deferral Cap"). The Parties acknowledge that Accrued Deferral Above Periodic Cap from the previous term of this agreement, subject to the Annual
Deferral Cap, shall continue to accrue from year to year throughout the Term and Additional Terms but shall never exceed a "Maximum Deferral" of $300,000. Amounts which exceed the Annual deferred Cap and the Maximum Deferral shall be forgiven annually.

(iv) The Deferral Above Periodic Cap and Accrued Deferral Above Periodic Cap shall be reflected on the Town's books as a contingent liability, due and payable to Contractor in the event the Professional Service Agreement is terminated for convenience. In no event shall any contingent liability exceed the Maximum Deferral and no payment shall be due which is greater than the lesser of the total contingent liability or the Maximum Deferral. The parties agree that the Deferral Above Periodic Cap and Accrued Deferral Above Periodic Cap represent fees for valid Services performed each month during the Term, properly due to Contractor as a portion of the Services for which the Periodic Invoice Cap is due, and that payment of such amounts by the Town in the event of termination for convenience of the Professional Services Agreement is not a penalty but is payment of earned fees constituting the Periodic Invoice Cap.

(v) The periodic invoice cap shall not apply to extraordinary Services, including but not limited to capital projects, bond issues, litigation, major retail development project negotiations, or fees for services which are billed to the Town which are reimbursable to Town by third parties, whether actually reimbursed or not in the discretion of the Town. When such matters arise, Contractor will discuss with the Town Manager additional budget amounts which may be necessary to pay fees for such work. In addition to amounts described above, Contractor may incur out of pocket costs in the handling of the Town’s matters. These costs may include photocopying charges, handling charges, delivery charges, telephone, fax, filing and recording fees, and other costs which Contractor may advance payment on the Town’s behalf. These will also be billed on a monthly basis. These costs are subject to the same payment terms as fees. All bills are due upon receipt, and if any bill is not paid during the month of receipt of an invoice, interest will accrue at a rate of one percent per month.

F. Term and Termination. Notwithstanding the date of execution hereof or the date of ratification by the Town of the execution hereof, Contractor is engaged pursuant to this Agreement for a term of 36 months commencing January 1, 2016, and continuing through December 31, 2018 (the “Initial Term”), subject to annual budget appropriation of revenues sufficient to pay the “Periodic Invoice Cap” as increased annually pursuant to paragraph E of this section. Fees for Services will be billed and itemized monthly per existing invoice formats. If fees in any month are less than the Periodic Invoice Cap, the lesser amount shall be paid. Upon the
expiration of the Initial Term, this Agreement shall be deemed automatically extended for successive additional 36 month terms ("Additional Term(s)") until such time as this Agreement is terminated by formal Council action to terminate.

The parties acknowledge that the engagement created by this Agreement may be terminated for convenience at any time but only by formal resolution of the Town, as set forth below, adopted in a public meeting whereupon the Accrued Deferral Above Periodic Cap described above shall be due and payable in full within ten (10) days of adoption of such Resolution. Services shall terminate thirty (30) calendar days after such Resolution is adopted. The compensation provisions set forth above shall be binding through the date Services are terminated. Subject only to the foregoing, the Town shall have the unfettered right to take formal action to terminate this Agreement.

**CONTRACTOR NOT EMPLOYEE.** Contractor is an independent contractor and not an employee, partner or agent of the Town and, as such, is not entitled to workers’ compensation benefits and is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Contractor shall, at all times, have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Contractor or Contractor’s employees be considered employees or agents of the Town. The Services set forth in this Agreement shall be provided by Contractor using its own employees, supplies, and resources sufficient to meet the needs of the Town as directed by Council.

2. **SPECIAL PROVISIONS.** Exhibit B contains special provisions which are deemed a part of this Agreement. The application of certain provisions of Exhibit B may be limited to specific Services set forth in Exhibit A. Unless such limitations are set forth, all provisions of Exhibit B are intended to apply to all provisions of this Agreement and all Services set forth in Exhibit A.

3. **COLORADO CONSTITUTION, ARTICLE X, SECTION 20.** Notwithstanding other provisions in this Agreement to the contrary, if any, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Consistent with Article X, Section 20 of the Colorado Constitution, the Town’s payment obligations to Contractor in any year following the year of the execution hereof are not intended to and do not constitute a multi-year fiscal obligation to the Town. All financial obligations of the Town under this Agreement are subject to the annual appropriation of sufficient funds for the same by the Timnath Town Council, acting in its sole and exclusive discretion. In the event of non-appropriation which occurs as set forth herein, this Agreement shall automatically terminate upon the first day of the fiscal year for which funds are not appropriated and neither Party shall have any continuing obligation to the other under this Agreement except as explicitly provided herein with respect to the obligation to pay the Accrued Deferral Above Periodic Cap amount which obligation shall survive any termination and non-appropriation.

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

5. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES. “E-verify Program” as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and explained in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. “Department” as used herein means the Department of Labor and Employment. “Department Program” as used herein means the employment verification program established by the Department pursuant to C.R.S. § 8-17-102(5)(c). The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the E-verify Program, pursuant to C.R.S. § 8-17.5.191 or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement and will otherwise seek and obtain its own legal counsel for advice on how to comply with such laws.

6. MISCELLANEOUS PROVISIONS.

a. Severability/Governing Law. This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

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

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

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

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

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

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

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

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

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

h. Non-Assignment. This Agreement is an agreement for Services by which Contractor was selected for Contractor’s special expertise. This Agreement may not be assigned by either party.
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the 28th day of June, 2016.

TOWN OF TIMNATH

By: __________________________

Title: __________________________

Mayor

ATTEST:

____________________________________

Town Clerk

CONTRACTOR:

____________________________________

By: __________________________

Title: __________________________

APPROVED AS TO FORM:

____________________________________

General Counsel
STATE OF COLORADO
COUNTY OF __________

The foregoing Professional Services Agreement was acknowledged before me this _____
day of ___________________, 2016 by ___________________ as ____________________.

Witness my hand and official seal.

My commission expires:__________________

________________________________________
Notary Public

________________________________________

________________________________________
Address
EXHIBIT A

(Scope of Services)

Public Works Director Responsibilities:

- Provide recommendations and assistance to the Town Council, Planning Commission, Town Manager and other staff on development, planning, engineering, and public works issues.
- Assist citizens with concerns and respond to questions regarding the physical improvements to the Town.
- Act as the Town's director for maintenance and repair of streets, storm drainage and open space.
- Coordinate the design, bidding and construction management of the Town's Capital Improvement Projects.
- Coordinate the review of plans and issue permits for all work within Town rights-of-way and Town-owned property.
- Coordinate the traffic signal and signage maintenance and construction throughout the Town.
- Coordinate and administer the Town's snow removal services.
- Coordinate improvements and construction with related entities including City of Fort Collins, Town of Windsor, Larimer County, Weld County, Town of Severance, and others.
- Maintain the real property assets of the Town and recommend actions relative to improvements and major maintenance/repair work to the real property of the Town.
- Attend all staff, Planning Commission and Town Council meetings and work sessions as required by the Town Manager.
- Supervise public works staff including coordinating their work program, conducting performance evaluations and general supervision.
- Participates in and approves all personnel actions as it relates to Public Works, Planning, and Engineering activities
- Serve as a 24-hour emergency contact for Larimer County Sheriff’s Department, Timnath Police Department, City of Fort Collins Public Works Department and others as assigned by Town Manager.
- Assists in annual budget preparation; monitors expenditures in the Engineering and Public Works activities; determines equipment, personnel, and materials needs for the Engineering and Public Works activities; Prepares the Town's Capital Improvement Plan in consultation with the Town Manager, Finance Director and others.
- Monitor and assure Town public works employees are screened and satisfactorily pass drug testing and criminal background checks prior to performing any assigned work in accordance with Town policies.
- All communications to the Town Council or media unless otherwise authorized, shall be through the Town Manager or his/her designee. All mass communications to the Town residents shall be reviewed and approved...
by the Town Manager or his/her designee prior to printing and dissemination.

- The Public Works Director will prepare a monthly update to various projects and assignments as well as updated capital improvement schedules noting elements of capital improvement plan implementation (i.e. scheduled dates for design completion, bidding, construction, completion).
- Prepare Town resolutions and Town ordinances and Town Council communications as may be required.
- Assist in the continued development of the Town's road and striping maintenance plan.

**Town Engineer Responsibilities:**

- Oversees Engineering activities; directs activities of personnel in the carrying out of functions.
- Coordinate design of the Town Public Works, community development and public facilities construction projects, including but not limited to: sidewalks, storm water facilities, water and sewer lines, trails and park improvements; performs field measurements and assessments as required for the design and construction of Town construction projects; assists with the acquisition of easements and rights-of-way for Town construction projects.
- Coordinates engineering-related activities with the other Town departments and outside agencies; works closely with other departments in carrying out engineering functions for the Town; participate with Town staff and outside agencies in the review of development activities and Town projects; provide staff support to the other Town departments as needed and/or directed.
- Assists with the selection and supervision of Contractor professional engineers for specialized engineering work, such as geotechnical and traffic professionals and assist with the administration of professional service contracts.
- Assists in annual budget preparation; monitors expenditures in the Engineering activities; determines equipment, personnel, and materials needs for the Engineering activities; coordinates and assists with the preparation of the Town's Capital Improvement Plan.
- Participate in the long and short term planning activities of the Town; makes recommendations to the Town Manager regarding engineering issues; makes regular reports to the Town Manager, reviews and prepares technical reports and studies; attends public meetings and provides recommendations and input; prepares presentation materials; represents the Town in meetings with the public and other public entities.
- Provide monthly reports to the 'Town Council on Public Works' activities and issues. Provide recommendations to Town Manager, Planning Commission and Town Council as required.
- Attend all Town Council meetings and work sessions as required by the Town Manager.
- Prepare Town resolutions and Town ordinances and Town Council
communications as may be required.
- Other duties as may be assigned.

**General Engineering Responsibilities:**
- Provide engineering consultation and services regarding existing and future Town capital improvement projects as required.
- Provide consultation and review services relative to Town public works and maintenance related projects.
- Provide technical support and advise the Town on matters related to engineering/surveying standards and practices.
- Participate in negotiations, contract preparation, ROW procurement and meetings in which the Town requires professional engineering representation.
- Technical liaison between the Town and other jurisdictions and authorities as determined by the Town Manager.
- Provide engineering services as directed and required by the Town Manager.
- Provide assistance as needed relative to Town planning efforts and special projects.
- Coordination with all Town utility providers relative to existing and future service.
- Provide service relative to annual budgets and cost estimates.
- Provide services relative to grade certifications for CO issuance.
- Review all grading and ROW crossing permits.
- Review building permit applications.
- Assist in the continued development of the Town’s road and striping maintenance plan.
- Attend the NFRMPO Technical Committee meetings.
- Annual updates of HUFT/CDOT inventory.
- Oversee the installation, repair and maintenance of traffic signals and other traffic control devices as needed and be available as 24 hour emergency contact for related issues.
- Provide monthly reports to the Town Council on Engineering activities and issues. Provide recommendations to Town Manager, Planning Commission and Town Council as required.
- Prepare Town resolutions and Town ordinances and Town Council communications as may be required.
- Other duties as may be assigned.

**Planning/Community Development Services:**
- Oversees Planning activities; direct activities of personnel in the carrying out of functions; evaluate employee work performance with assistance of appropriate supervisors; participates in and approves all personnel actions as it relates to Planning activities.
- Provide recommendations and assistance to the Town Council, Planning Commission, Town Manager, Town Engineer, and other staff on development planning and related issues.
• Assist citizens with concerns and respond to questions regarding the planning related issues and/or improvements to the Town.
• Coordinate and update the Town's Zoning and all other maps annually or as needed.
• Coordinate and administer the Town's Comprehensive Plan and any updates thereto.
• Coordinate the master planning of Town recreation amenities; public parks, trails and trailheads, and natural open spaces.
• Coordinate and maintain connections with special districts and referral agencies within and adjacent to the Town's limits.
• Participate in the long and short term planning activities of the Town; makes recommendations to the Town Manager regarding planning issues; makes regular reports to the Town Manager, reviews and prepares technical reports and studies; attends public meetings and provides recommendations and input; prepares presentation materials; represents the Town in meetings with the public and other public entities.
• Coordinate planning-related activities with the Town’s Code Enforcement department.
• Assists with the selection and supervision of Contracted professional planners and landscape architects for specialized planning work, such as park design, comprehensive plan updates, planning studies and assist with the administration of professional service contracts.
• Oversee Building Department operations; review plat plans for Land Use Code compliance and conformance with the Zoning Code.
• Coordinate the review and issuance of sign permits within the Town.
• Coordinate and assign addressing within the Town and with outside agencies.
• Review and provide recommendations regarding grant applications; coordinate the preparation of submission grant applications as required.
• Assists in annual budget preparation; monitors expenditures in Planning activities; determines personnel and materials needs for the Planning activities; assists with the preparation of the Town's Capital Improvement Plan.
• Responsible for the Town's Planning Commission meetings and work sessions. Prepare Planning Commission communications, agenda's and notices. Coordinates the delivery and distribution of Planning Commission communication.
• Prepare monthly Community Development staff reports for the Town Council and attend staff, Town Council meetings and work sessions as required. Prepare Town Resolutions and Town Ordinances as may be required.
• Act as the Town’s Local Government Designee for Colorado Oil and Gas Commission activities.
• Other duties as may be assigned.
• Supervise and evaluate town employees, as assigned.
Capital Improvements:
- Potential design of Town recreation amenities; public parks, trails and trailheads, and natural open spaces. Said design will be billed against the capital improvement project budget.
- Potential engineering and Planning services relative to Capital Improvements Projects defined in the Town’s Annual Budget will be billed on a per project basis when the budgeted Capital Improvement Projects are approved for design and/or construction.

Development Review:
- Coordinate the review of development applications for all annexations and developments within the Town's Growth Management Area and Town limits. Summarize referral agency input and provide recommendations and staff reports to the Town's Planning Commission and Town Council for all development actions.
  - Submittal routing.
  - Review submittals.
  - Coordinate referrals.
  - Comment review meetings.
  - Staff reports.
  - SIA coordination.
  - Document recordation.
  - Resolutions and ordinances.
- Provide consultation and review of development submittals as required by the Town.
- Inspection and documentation of all development related construction activities.
1. INDEMNIFICATION. Contractor shall indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers and employees of the Town) and (2) claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers’ compensation which is incurred by the Town but only to the extent caused by the tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town's officers, agents and employees.

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

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

2. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE. Town has selected Contractor because of Contractor's special training, education and expertise to provide the services identified herein. Contractor shall maintain general liability and professional liability insurance, at its expense, in an amount of at least $1,000,000.00 and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Additionally, Town specifically agrees to limit the liability of Contractor and its officers, directors, shareholders, partners, agents and employees for all damages of any kind or nature associated with errors or omissions of the Contractor to the sum of $1,000,000.00 for all Capital projects services and $500,000.00 for all Administrative and Development Review services.

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

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

3. DOCUMENTS. All documents prepared or furnished by Contractor (and independent professional associates and sub-Contractors) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Contractor's financial records for the purposes of audit. Such records shall be complete and available for audit for ninety (90) days after final payment under this Agreement and shall be retained and available for audit purposes for at least three (3) years after final payment hereunder.

The Town acknowledges the Contractor's construction documents, including electronic files, as the work papers of the Contractor and the Contractor's instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor. The Town shall not reuse or make any modification to the construction documents without the prior written authorization of the Contractor. The Town agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Contractor, its officers, directors, employees and Subcontractors (collectively, Contractor) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without the written authorization of the Contractor.

Under no circumstances shall the transfer of ownership of the Contractor's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Contractor, and the Contractor makes no warranties, either express or implied, or merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Contractor's copyrights in any of the foregoing, full ownership of which shall remain with the Contractor, absent the Contractor's express prior written consent.
EXECUTIVE SUMMARY: The Town entered into an engagement letter with WBATW (the “Agreement”), on March 8, 2013 for an initial term of 36 months (the “Initial Term”). According to the terms and conditions of the Agreement, upon expiration of the Initial Term, the Agreement automatically extends for successive additional 36 month term(s). Notwithstanding this automatic extension, the resolution memorializes Timnath Town Council’s intent to renew this Agreement.

STAFF RECOMMENDATION: Staff recommends approval of this resolution.

KEY POINTS/SUPPORTING INFORMATION:
- Renews engagement of WBATW as General Counsel
- The resolution will serve to memorialize the Town Council’s intent to engage WBATW as General Counsel.
- The Town and WBATW have been operating effectively under the same agreement since 2013.

ADVANTAGES: The Town has engaged WBATW for a number of years 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: None.

RECOMMENDED MOTION: I move approval of Resolution No. 55, Series 2016 Approving Renewal of an Engagement Letter with White Bear Ankele Tanaka & Waldron, PC for General Counsel Services.

ATTACHMENTS:
1. Resolution
2. Engagement Letter
TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 55, SERIES 2016

A RESOLUTION APPROVING A GENERAL COUNSEL ENGAGEMENT LETTER  
WITH WHITE BEAR ANKELE TANAKA & WALDRON PC  

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 Engagement Letter Between the Town and White Bear Ankele Tanaka & Waldron, PC, (the “Agreement”), which Agreement was initially entered into on March 8, 2013 for an initial term of 36 months (the “Initial Term”); and

WHEREAS, according to the terms of the Agreement, upon expiration of the Initial Term, the Agreement automatically extends for successive additional 36 month term(s), notwithstanding this automatic extension, the Timnath Town Council desires to memorialize its intent to renew this 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.


TOWN OF TIMNATH, COLORADO

________________________________________  
Jill Grossman-Belisle, Mayor
ATTEST:

________________________________________

Milissa Peters, CMC
Town Clerk
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND WHITE BEAR AND ANKELE
PROFESSIONAL CORPORATION

This Professional Services Agreement (the “Agreement”), is made by and between the Town of Timnath (the “Town”) and the undersigned contractor (the “Contractor”). Town and Contractor shall be collectively referred to herein from time to time as the “Parties”.

WHEREAS, the Town desires to retain Contractor and Contractor desires to be retained to provide the professional Services defined in paragraph 1.C, below (the “Services”); and

WHEREAS, Contractor is presently serving as Town Attorney and has advised the Town on the form and content of this and similar agreements and has recommended to the Town that it obtain special legal counsel to review and comment on these agreements; and

WHEREAS, special counsel has completed its review and recommended certain changes which have been incorporated herein.

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

1. BASIC TERMS:

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

a. Town of Timnath
   i. Town of Timnath
      C/O Town Manager
      4800 Goodman Drive
      Timnath, Colorado 80547

b. Contractor
   i. White Bear Ankele Tanaka & Waldron Professional Corporation
      C/O Robert Rogers
      2154 E. Commons Ave., Ste. 2000
      Centennial Colorado, 80122

B. Exhibits and Attachments. All attachments specifically referred to herein shall be deemed incorporated herein by reference as if fully stated herein. Due to the day to day nature of the professional services relationship between Contractor and the Town, the parties acknowledge that informal amendments to exhibits or attachments may occur by custom and practice; however, the parties agree that no such amendment shall occur which is directly in conflict with a specific provision hereof without prior approval by the Town
Council as evidenced by written amendments hereto. This Agreement may also be amended by replacement of any Section herein in writing and initialed by the Mayor and Contractor.

C. Scope of Services. The "Scope of Services" attached hereto as Exhibit A defines generally the "Services" that Contractor will continue to provide to Town, subject to such direction as may be provided to Contractor by the Town.

D. Titles. Mr. Robert G. Rogers and Mr. Gary White shall be designated as the "Town Attorneys" and shall direct the provision of Services to Town on behalf of Contractor. Notwithstanding such reference, Contractor is solely liable to the Town for performance of this Agreement and Contractor, not Mr. Rogers or Mr. White individually, shall be responsible directly to the Town Council for Services provided by Contractor. No individual employee of Contractor shall be considered or deemed to have personally undertaken the obligations of this Agreement or to have personally guaranteed the performance hereof by Contractor. Mr. Rogers and Mr. White may hold themselves out as the Town Attorneys to persons doing business with, residing in, or otherwise dealing with Town, and may utilize business cards prepared by Town for such purposes.

E. Compensaion. Fees for the Services shall be invoiced to the Town not later than the tenth (10th) day of each month in amounts subject to the following provisions:

(i) Compensation for the Services provided pursuant to this Agreement shall be subject to a Monthly Invoice Cap (defined below) for all Services performed for the Town and the Timnath Development Authority. Special work that can be charged to third party developers or work conducted in connection with unforeseen opportunities for the Town which is outside the normal routine shall be categorized as "Out of Scope Services", and shall fall outside the Monthly Invoice Cap and be paid hourly as approved by the Town.

(ii) The initial "Monthly Invoice Cap" for legal fees, exclusive of costs per the Special Provisions contained in Exhibit B as defined below, shall be in the amount of $22,545 per month. The Monthly Invoice Cap shall be applicable for Services provided from and after January 1 of the applicable year. The Monthly Invoice Cap amount shall be adjusted January 1 of each calendar year by increasing the Monthly Invoice Cap by 2.5%.

(iii) Each monthly invoice from Contractor shall contain a cover memorandum showing, at a minimum, how fees billed in excess of the Monthly Invoice Cap will be deferred and accounted for as part of the "Deferral Above Monthly Cap", and any additional information reasonably requested by the Town Council or Town Manager. Items discussed in paragraphs i and v of this subsection shall be due in addition to the Monthly Invoice Cap. The amount of the Deferral Above Monthly Cap shall accrue from month to month.
(the "Accrued Deferral Above Monthly Cap"), provided that it's accrual shall be limited to $100,000 per year (the "Annual Deferral Cap"). The Parties acknowledge that Accrued Deferral Above Monthly Cap from the previous term of this agreement, subject to the Annual Deferral Cap, shall continue to accrue from year to year throughout the Term and Additional Terms but shall never exceed a "Maximum Deferral" of $300,000. Amounts which exceed the Annual deferred Cap and the Maximum Deferral shall be forgiven annually.

(iv) The Deferral Above Monthly Cap and Accrued Deferral Above Monthly Cap shall be reflected on the Town's books as a contingent liability, due and payable to Contractor in the event the Professional Service Agreement is terminated for convenience. In no event shall any contingent liability exceed the Maximum Deferral and no payment shall be due which is greater than the lesser of the total contingent liability or the Maximum Deferral. The parties agree that the Deferral Above Monthly Cap and Accrued Deferral Above Monthly Cap represent fees for valid Services performed each month during the Term, properly due to Contractor as a portion of the Services for which the Monthly Invoice Cap is due, and that payment of such amounts by the Town in the event of termination for convenience of the Professional Services Agreement is not a penalty but is payment of earned fees constituting the Monthly Invoice Cap.

(v) The monthly invoice cap shall not apply to extraordinary Services, including but not limited to bond issues, litigation, major retail development project negotiations, or fees for services which are billed to the Town which are reimbursable to Town by third parties, whether actually reimbursed or not in the discretion of the Town. When such matters arise, Contractor will discuss with Town Manager additional budget amounts which may be necessary to pay fees for such work. In addition to amounts described above, Contractor may incur out of pocket costs in the handling of the Town's matters. These costs may include photocopying charges, handling charges, delivery charges, telephone, fax, filing and recording fees, and other costs which Contractor may advance payment on the Town’s behalf. These will also be billed on a monthly basis. These costs are subject to the same payment terms as fees. All bills are due upon receipt, and if any bill is not paid during the month of receipt of an invoice, interest will accrue at a rate of one percent per month.

F. Term and Termination. Notwithstanding the date of execution hereof or the date of ratification by the Town of the execution hereof, Contractor is engaged pursuant to this
Agreement for a term of 36 months commencing January 1, 2016, and continuing through December 31, 2018 (the “Initial Term”), subject to annual budget appropriation of revenues sufficient to pay the “Monthly Invoice Cap” as increased annually pursuant to paragraph E of this section. Fees for Services will be billed and itemized monthly per existing invoice formats. If fees in any month are less than the Monthly Invoice Cap, the lesser amount shall be paid. Upon the expiration of the Initial Term, this Agreement shall be deemed automatically extended for successive additional 36 month terms (“Additional Term(s)”) until such time as this Agreement is terminated by formal Council action to terminate.

The parties acknowledge that the engagement created by this Agreement may be terminated for convenience at any time but only by formal resolution of the Town, as set forth below, adopted in a public meeting whereupon the Accrued Deferral Above Monthly Cap described above shall be due and payable in full within ten (10) days of adoption of such Resolution. Services shall terminate thirty (30) calendar days such Resolution is adopted. The compensation provisions set forth above shall be binding through the date Services are terminated. Subject only to the foregoing, the Town shall have the unfettered right to take formal action to terminate this Agreement.

CONTRACTOR NOT EMPLOYEE. Contractor is an independent contractor and not an employee, partner or agent of the Town and, as such, is not entitled to workers’ compensation benefits and is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Contractor shall, at all times, have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Contractor or Contractor’s employees be considered employees or agents of the Town. The Services set forth in this Agreement shall be provided by Contractor using its own office space, employees, supplies, and resources sufficient to meet the needs of the Town as directed by Council.

2. SPECIAL PROVISIONS. Exhibit B contains special provisions which are deemed a part of this Agreement. The application of certain provisions of Exhibit B may be limited to specific Services set forth in Exhibit A. Unless such limitations are set forth, all provisions of Exhibit B are intended to apply to all provisions of this Agreement and all Services set forth in Exhibit A.

3. COLORADO CONSTITUTION, ARTICLE X, SECTION 20. Notwithstanding other provisions in this Agreement to the contrary, if any, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). Consistent with Article X, Section 20 of the Colorado Constitution, the Town’s payment obligations to Contractor in any year following the year of the execution hereof are not intended to and do not constitute a multi-year fiscal obligation to the Town. All financial obligations of the Town under this Agreement are subject to the annual appropriation of sufficient funds for the same by the Timnath Town Council, acting in its sole and exclusive discretion. In the event of non-appropriation which occurs as set forth herein, this Agreement shall automatically terminate upon the first day of the fiscal year for which funds are not appropriated and neither Party shall have any continuing obligation to the other under this Agreement except as explicitly provided herein with respect to the obligation to pay the Accrued Deferral Above Monthly Cap amount which obligation shall survive any termination and non-appropriation.
4. CONFIDENTIALITY. The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C.R.S. § 24-72-101, et. Seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

5. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES. “E-verify Program” as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and explained in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. “Department” as used herein means the Department of Labor and Employment. “Department Program” as used herein means the employment verification program established by the Department pursuant to C.R.S. § 8-17-102(59c). The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the E-verify Program, pursuant to C.R.S. § 8-17.5.191 or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement and will otherwise seek and obtain its own legal counsel for advice on how to comply with such laws.

6. MISCELLANEOUS PROVISIONS.

a. Severability/Governing Law. This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

b. Entire Agreement. It is understood that there are no oral agreements between the Parties hereto effecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added
c. Waiver and Modification. The waiver by Town of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Services hereunder by Town shall not be deemed to be a waiver of any previous breach by Contractor of any term, covenant or condition of this Agreement. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of any breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Town Council, it is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Town Council.

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

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

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

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

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

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

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

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

h. Non-Assignment. This Agreement is an agreement for Services by which Contractor was selected for Contractor’s special expertise. This Agreement may not be assigned by either party.
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the 28th day of June, 2016.

TOWN OF TIMNATH

By: ____________________________

Title: ____________________________

Mayor

ATTEST:

______________________________

Town Clerk

CONTRACTOR:

______________________________

By: ____________________________

Title: ____________________________

APPROVED AS TO FORM:

______________________________

General Counsel
STATE OF COLORADO
COUNTY OF _________

The foregoing Professional Services Agreement was acknowledged before me this _____
day of ___________________, 2016 by ___________________ as ____________________.

Witness my hand and official seal.

My commission expires:__________________

____________________________________
Notary Public

____________________________________
Address

EXHIBIT A
(Scope of Service)

General Counsel Scope of Work

The following items are expected to be addressed based on priorities established in
consultation with the Town Council. Specific details, strategies, and objectives of each task will
be developed with, and reported to the Council on an as-needed basis, typically in Executive
Sessions and/ or in attorney/client privileged memoranda or electronic mail communications.

1. General Counsel. General Counsel will serve as general legal counsel to the Town
and the Timnath Development Authority (“TDA”). This work will include:

   – Attending meetings of the Town Council and TDA Board and providing legal advice
     as necessary.
   – Reviewing and assisting with the negotiation of contracts between the Town, TDA,
     and their vendors.
   – Reviewing and assisting with the negotiation of contracts, such as annexation
     agreements, subdivision improvement agreements, service plans, etc. between the
     Town, TDA, and developers or other parties as needed, and which shall be invoiced
     to the Town pursuant to the provisions of Paragraph (1)(E)(i) of the Agreement.
   – Reviewing and assisting with the negotiation of contracts between the Town, TDA
     and their employees and consultants.
   – Advising the Town and TDA with regard to conducting their meetings in a manner
     that complies with best practices and state law.
   – Advising the Town Council concerning proposed ordinances and resolutions and
drafting such on request.

- Assisting the Town and TDA in responding to CORA requests and developing policies concerning CORA, records retention, etc.
- Assisting the Town and TDA with the development of updated policies in a variety of areas including public works bidding, IT security, special district controls, etc.
- Providing the Town and TDA with all other required legal services with the exception of condemnation, water law issues, litigation, and employment law matters as to which the Contractor will advise the Council on the retention of special counsel for these services.
- Advise Town Council and assist to engage special counsel when outside of the area of expertise of the Contractor.

2. **Templates.** Maintain and make model agreements for “templates” for future agreements such as annexation agreements, subdivision improvement agreements, and service plans so future agreements are consistent in style and general content. Policy recommendations will be made as to vesting, acceptance of facilities, security for improvement obligations, self-help remedies and other enforcement and collection provisions, etc.

3. **Policy Development.** Policy recommendations will be made on an ongoing basis with regard to business practices for processing development applications. These will include systems for processing annexation petitions, and assuring compliance with the Town’s comprehensive plan. Policies will be recommended for vesting, sales tax sharing, and other business items of common negotiation with the business and development community. Finally, a policy will be recommended with respect to the contract negotiation process to assure uniform distribution of information among council members.

4. **Reimbursement Agreements.** A review will be made of all reimbursables due to the Town to develop negotiation and collection strategies, and to monitor ongoing enforcement of contracts. This may include development of accounts receivable management protocols, as well as standard collection, lien and enforcement practices.

5. **Comprehensive Plan and Land Use Codes.** This matter will also be reviewed with the Town’s general counsel to ensure that the comprehensive plan is updated regularly as required by statute consistent with development of a Town annexation boundary, and that land use codes are updated, codified, and reviewed regularly to deal with zoning applications made in conjunction with annexation petitions.

6. **Statewide Legal and Policy Issues Affecting Town and TDA.** Monitor the development of, and advise Council as to its opportunities to develop, policies regarding oil industry fracking within the Town, Amendment 64 marijuana regulations, and other matters that arise from time to time at a statewide level that have policy implications for the Town.

7. **Future Development Opportunities.** This work will focus on developing strategies, term sheets, and contracts for potential new retail, manufacturing, or industrial businesses in the Town.
EXHIBIT B
SPECIAL PROVISIONS

We have performed an internal review for potential conflicts of interest with other clients and find none at this time. If any are discovered in the future, we will discuss the scope of our continued engagement with you. These special provisions constitute our standard engagement letter for legal services which are deemed amended by the Agreement to which this Exhibit is attached. Additional information about the Firm can be found at www.whitebearankele.com. “We” or “Firm” as used herein means White Bear and Ankele Professional Corporation. “You” or “your” as used herein means the Town of Timnath, Colorado.

The Firm’s legal services are billed on an hourly basis and are not contingent on any outcome. Such fees are subject to caps and other terms set forth in the Agreement to which this Exhibit is attached. All rates are subject to change without advance notice. You will be billed on a monthly basis primarily for the work that Mr. White and others in the Firm perform in increments of one-tenth of an hour. Some services of the Firm are allocated on an equitable basis to clients who benefit from general legal work by the Firm’s personnel. In addition to legal fees, the Firm may incur costs in the handling of your legal matters. These costs may include photocopying charges, handling charges, delivery charges, telephone, fax, filing and recording fees, and other costs which the Firm may advance payment for on your behalf. Notwithstanding, these costs are your responsibility and will be billed to you on a monthly basis. These costs are subject to the same payment terms as legal fees.

Town agrees to pay all fees, costs and expenses billed by the Firm for the legal services. In the event that the Firm is compelled to resort to collection of your account, which may or may not include litigation, you agree that your obligations to the Firm shall include payment of all costs such as collection efforts, including court fees and costs, attorneys’ fees and expenses. After you begin to receive invoices from the Firm, billing questions should be directed to the Finance Manager.

You will have the right to terminate our representation at any time and we will have the same right of termination (including termination for non-payment of fees and expenses) subject to reasonable notice. All fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on your behalf must be paid within ten days of receipt of our final statement. We will also be entitled to payment at our standard billing rates for any work required in connection with the turnover of files to the client or new counsel and the orderly transition of pending matters to new counsel. Upon conclusion of our services, whether due to termination or completion of the work, we will not thereafter be responsible for legal matters as to which our services have not been specifically requested and confirmed in writing.
### Executive Summary
Cache la Poudre Reservoir Company is requiring a crossing agreement for the Town’s replacement of the box culvert under Summerfields Parkway. This is associated with the Summerfields Parkway Ditch Crossing project.

### Staff Recommendation
Staff recommends approval of this resolution.

### Key Points/Supporting Information
The Town agrees to:
- Cache la Poudre Reservoir Company is the operator of the Timnath Reservoir Outlet Canal (TROC).
- Construction of Summerfields Parkway requires the replacement of the crossing structure.
- Structure will be in Town ROW.
- Crossing structure is being increased in size to accommodate 100 year runoff (currently would overtop Summerfields) and to add a pedestrian crossing.
- Agreement addresses construction and maintenance requirements.
- Town would be required to maintain the structure.
- New Cache is asking for compensation for review of the plans & preparation of the agreement in the amount of five thousand dollars ($5,000).

### Advantages
Allows Town to build required structure, with a pedestrian component.

### Disadvantages
None.

### Financial Impact
Expense would be part of the Summerfields Parkway Ditch Crossing project budget.

### Recommended Motion
I move approval of Resolution No. 56, Series 2016 approving the Crossing Agreement with Cache la Poudre Reservoir Company for Summerfields Parkway.

### Attachments
1. Resolution
2. Agreement
TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 56, SERIES 2016  

A RESOLUTION APPROVING THE CROSSING AGREEMENT WITH CACHE LA Poudre Reservoir Company FOR SUMMERFIELDS PARKWAY  

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

WHEREAS, the Town of Timnath and Cache la Poudre Reservoir Company (the “Company”) wish to enter into an agreement for the construction and long term maintenance of the Timnath Reservoir Outlet Canal crossing of Summerfields Parkway, more particularly described in Exhibit A (“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.  


TOWN OF TIMNATH, COLORADO  

______________________________  
Jill Grossman-Belisle, Mayor  

ATTEST:  

______________________________  
Milissa Peters, CMC  
Town Clerk
EXHIBIT A

AGREEMENT
AGREEMENT
(TOWN OF TIMNATH – SUMMERFIELDS PROJECT)

THIS AGREEMENT, is entered into this _____ day of ______________, 2016, between the Cache la Poudre Reservoir Company, a Colorado mutual reservoir company ("Company"), and the Town of Timnath, a Colorado municipal corporation ("Town").

RECITALS

WHEREAS, the Company is the operator of a canal or ditch commonly known as the Timnath Reservoir Outlet Canal ("TROC"); and

WHEREAS, the TROC presently exists and conveys water in a ditch thru Timnath Ranch Subdivision in the area of the extension of Summerfields Parkway, located in Section 1, Township 6 North, Range 68 West of the 6th P.M. ("Project Area"); and

WHEREAS, the Town is constructing improvements in the Project Area on land owned by the Town and Timnath Ranch, which include completing the Summerfields Parkway across the TROC and the installation of a 12’x8’ box culvert for the TROC under Summerfields Parkway ("Project"); and

WHEREAS, the Town is also constructing an adjacent 12’x 6’ box culvert under Summerfields Parkway for an existing drainage ditch that collects local drainage and major storm flows that is separated from TROC by an existing berm, and which the Town believes lies outside of any TROC easement. To the extent the box culvert described in this recital is within any TROC easement, it is included within the Project; and

WHEREAS, the Company is willing to allow for the construction of the Project in and around the TROC in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of five thousand dollars ($5,000.00) paid to the Company by the Town, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.

2. Project. Detailed plans and specifications that describe and depict the location of the Project ("Project Area") and the scope of work for the Project are attached as Exhibit A and incorporated herein by this reference as if set forth fully (the “Project”). The Project shall
be constructed in accordance with the plans and specifications and the plans and specifications shall not be materially altered without the written approval of the Company, which approval shall not be unreasonably withheld or delayed.

3. **Grant of Easement.** The Company grants a temporary easement for the construction of the Project and a perpetual easement for access to and maintenance of any box culvert and any associated structures constructed as part of the Project, to the extent such culverts and associated structures are located on Company property or on any TROC easement (“Improvements”). It is understood and agreed that during construction of the Project the Company reserves the right to use the TROC for the delivery of water which deliveries shall be accommodated and delivered through the Project Area as set forth in the plans and specifications, and once the Project is completed the Company shall continue to use the Project Area and the Improvements for purposes including continued delivery of water through the TROC, as well as maintaining, cleaning, repairing and operating the TROC.

4. **Approval of Construction Plans by the Company.** Through the execution of this Agreement, and subject to paragraph 2 above, the Company is approving the plans and specifications described and depicted as Exhibit A. The Town agrees to reimburse the Company for the reasonable expenses incurred in preparing this Agreement and reviewing the plans and specifications, which costs shall be deemed to have been paid upon tender of the consideration set forth above. The Town shall notify the Company of the proposed starting date and timeline of construction of the Project 30 days prior to starting construction, unless the starting date is less than 30 days from the date of execution hereof, in which case as soon as practicable. The Company’s review and any approval of the plans and specifications and the contemplated work and any supervision of the work by the Company shall not constitute an engineering review or supervision and does not affect, release or limit the Town from any obligation, responsibility or liability to conduct such work in accordance with all applicable governmental rules and regulations, or for any damages that may result from the design and construction of the Improvements. The Town and the Company agree to cooperate and coordinate in good faith during construction of the Project to ensure continued water deliveries and the expeditious and efficient completion of the Project.

5. **TROC and Improvement Maintenance by Company.** As part of the consideration for this Agreement, the Town agrees to be solely responsible for the maintenance of the Improvements and the Project Area in perpetuity upon completion of the construction of the Project. Such maintenance shall include but is not limited to assuring the continued bank stability in the Project and assuring the continued structural integrity and performance of the Improvements including the removal of all debris and trash in and around the Improvements as necessary to assure the performance and safe operation of the Improvements. The foregoing notwithstanding, the Company shall have full power to continue to operate,
maintain, alter, enlarge, clean and manage the TROC, including the Improvements as necessary due to the Town’s failure to adequately maintain the Improvements and Project Area as if this Agreement had not been made, and any expense or damages caused by the Improvements to the Town shall not be chargeable to the Company, except as to any damage as may be caused by the Company's negligence. The Company agrees that except in emergencies, it will first provide the Town with notice of the needed maintenance and a reasonable time to respond, before undertaking the work itself. It is specifically agreed that normal maintenance and repair activities in accordance with standards of reasonable care, including the operation of machinery for such purposes upon the TROC right of way and within the TROC itself, shall not constitute negligence. In the event, however, that any such action on the part of the Company could reasonably be expected to affect the Town, the Company agrees to give prior notice to the Town, and to cooperate to avoid injuries or damages to the structures. In the event any sum is expended by the Company for repair or maintenance of the TROC within the Project Area, which repair or maintenance is necessary because of the Town's acts or omissions in constructing the Improvements or because of the existence of the Improvements or because of any malfunction of the Improvements, the Town shall reimburse the Company for such expense. Determination of whether repair or maintenance is necessary, and whether an emergency exists, shall be at the reasonable discretion of the Company. In the event that the company finds it necessary to perform emergency repairs to the TROC, either now or at any future time, the Company shall be wholly without liability for damages to the Town as the result of the performance of such repairs, except as to such damage as may be caused by the Company's negligence.

6. No Disturbance to Company Operations. Construction of the Project shall be entirely without disturbance by Town to the Company’s operation of the TROC for diversion and delivery of water, unless permission in writing is first received from the Company for such disturbance. The Town shall at no time cause the delivery of water to be interrupted for any reason without the Company’s prior approval. Upon completion of the Project or after completion of any maintenance or repair of the Improvements by the Town, the Town shall clean the Project Area and any other affected areas of the TROC and will cause the TROC bank area to be in the same or better condition than it was before the activity began, including the compacting of any disturbed soils. Following construction of the Project, any subsequent repairs, or maintenance that might affect the Company’s use and operation of the TROC shall occur during a time period when the affected portion of the TROC is not being used to carry water, and be completed before such use begins, unless the Town obtains the Company’s prior written approval, or unless emergency conditions dictate otherwise. Subject to appropriation and legal availability of funds, the Town expressly agrees that it shall be liable to the Company and/or the Company’s shareholders for actual damages for any unauthorized disturbance of the flow of water through the TROC without the Company’s consent, to the extent that such disturbance is caused by or due to the activities of the Town or those working on its behalf.
7. Construction Costs. Construction of the Project and, maintenance and repair of the Improvements shall be entirely without cost to the Company. The Company’s costs associated with the review of the plans and specifications and the preparation of this Agreement are deemed paid by the consideration for this Agreement; however, to the extent the Company is compelled to expend additional funds in the review of revised plans and specifications or revisions to this Agreement, or for other unexpected reasons, the Town agrees to reimburse the Company for any such reasonable additional expenses.

8. The Town further understands and agrees as follows:

a. Approval by the Company of the plans and specifications and the construction of the Project and related Improvements shall not constitute approval or authorization of any other existing or proposed drainage and/or stormwater improvements by the Town or others impacting the TROC and related or appurtenant structures.

b. The Town shall not install a fence, plant trees, brush or vegetation that obstruct access to the TROC or the Project Area, or construct any building within the TROC or Project Area unless written authorization is first received from the Company. The landscaping vegetation planned by the Town and in the approved plans does not obstruct such access.

c. The Town shall not allow any other entity to install other construction improvements within the easement granted, nor shall it add utility crossings or other equipment within the easement, without first obtaining the written permission of the Company to do so, which permission can be withheld at the Company's discretion. This provision does not prevent the Town from using its property not burdened by any TROC easement, and thus not the subject of the easements granted herein.

d. If at any time the Improvements or any work by the Town on the Improvements causes any settling in the TROC or its embankments, or any part of the Project Area, the Town shall, upon notification from the Company, immediately make all repairs required by the Company at the Towns expense.

e. The existing TROC is unlined. Should any water seepage and/or leakage from the TROC occur as a result of Town’s construction of the Project and installation of the Improvements, upon notification from the Company, Town shall repair the TROC to stop the seepage and/or leakage to the satisfaction of the Company. In the event Town fails to perform such repair, the Company may perform such repair and Town shall reimburse the Company for any reasonable expenses incurred in repairing the TROC in order to stop the water seepage and/or leakage.
Any seepage from the TROC that is not a result of the Town’s construction of the Project and installation of Improvements, such as changes in the groundwater level, shall not be the Town’s responsibility to repair.

9. **Enforcement Costs and Fees.** In the event that any party institutes legal proceedings with respect to this Agreement or the enforcement thereof, the prevailing party shall be entitled to court costs and reasonable attorneys’ fees incurred by such party in connection with such legal proceedings. The Town’s exposure to payment of attorney fees under this sub-section shall be subject to the limitations on local governments set forth in the Colorado Constitution, Colorado statutes, and Colorado case law.

10. **No Warranties.** This Agreement, and any grant by the Company, is subject to all restrictions, reservations, rights-of-way, easements, documents or agreements existing or of record at the time this Agreement is recorded. The Company makes no representations or warranties (including, without limitation warranties of title) in or by this Agreement or any grant herein.

11. **Binding Effect, No Assignment.** This Agreement and all the terms and conditions thereof shall extend to and be binding upon the successors and assigns of each of the parties hereto. This Agreement shall not be assigned by the Town without the written consent of the Company.

12. **Recording.** Upon execution by the Parties, the Town shall promptly record this Agreement or an executed copy thereof with the Clerk and Recorder of Larimer County.

13. **Notice.** Any notice required or permitted hereunder shall be deemed effective when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the party to whom notice is to be given, as follows:

   If to Company:  
P O Box 104  
Lucerne, CO  80646

   If to the Town:  
Town of Timnath  
4800 Goodman Street  
Timnath, Colorado 80547

   or such other address as may be furnished to the other party by written notice.

14. **Indemnification.** Except as limited by Colorado law, the Town shall be liable for, and shall indemnify and hold Company, its shareholders, successors and assigns, harmless from any damages and expenses, including attorneys’ fees, arising in connection with negligence or
intentional misconduct by the Town in the exercise by the Town of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic’s liens or other claims and causes of action of any kind arising out of negligence or intentional misconduct by the Town in the Town’s construction of the Project and the maintenance and repair of the Improvements by the Town or its employees or invitees, except to the extent caused by the negligence or intentional misconduct of the Company or its shareholders, employees, agents, contractors or subcontractors.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed by the proper persons, and have affixed their seals hereto on the day and year first above written.

THE CACHE LA POUDRE RESERVOIR COMPANY

By: ________________________________
    Mike Hungenberg, President

ATTEST:

By: ________________________________
    Kenton Brunner, Secretary

TOWN OF TIMNATH

By: ________________________________

Its: ________________________________

ATTEST: (if necessary)

By: ________________________________

Its: ________________________________
# 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 |
|              | 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
EXECUTIVE SUMMARY: The Town of Severance annexed what is known as the Buffalo Creek Property, regardless of the fact that the Buffalo Creek Property is in the Town of Timnath’s established Growth Management Area. The Town of Timnath has taken certain actions in response to Severance’s proposed annexation (the “Annexation Actions,” described in more detail below). This Resolution authorizes, ratifies, affirms, and approves the Town of Timnath’s Annexation Actions that have been taken and will be taken in the future in accordance with the Resolution.

STAFF RECOMMENDATION: Staff recommends approval of this Resolution.

KEY POINTS/SUPPORTING INFORMATION:
The Resolution accomplishes the following:

- Authorizes all actions relating to the Annexation Actions heretofore taken by the officers of Timnath and the members of the Council, not inconsistent with the provisions of the Resolution.
- Authorizes Mayor or Town Manager and directed to execute and authenticate such documents, instruments, or certificates as are deemed necessary or desirable in order to complete the Annexation Actions (the “Annexation Documents”).

The Annexation Actions include the following:

- On April 15, 2016, Timnath received a petition to annex certain real property known as the Holloway Property (the “Holloway Petition”).
- On May 10, 2016, the Town of Timnath Town Council adopted Resolution No. 40, Series 2016, indicating its intent, within the meaning of C.R.S. § 31-12-114(3), to annex the Holloway Property.
- On June 6, 2016, Timnath received a petition to annex certain real property known as the Brandt Property (“Brandt Petition”).
- On June 28, 2016, the Town of Timnath Town Council adopted Resolution No. 51, Series 2016, indicating its intent, within the meaning of C.R.S. § 31-12-114(3), to annex the Brandt Property.
- The area included within Timnath’s Holloway/Brandt Annexation overlaps, in part, the area within Severance’s Buffalo Creek Annexation (the “Area of Overlap”). The Area of Overlap claimed by both Timnath and Severance consists of a portion of the right of way of Weld County Road 78.
- Timnath has filed a petition with the District Court of Weld County Colorado (the “Court”) requesting that the Court order:
  - All proceedings concerning the “overlap” parcels described in Exhibit H and Exhibit I be held in abeyance until further order of the Court;
  - An election be held, pursuant to the requirements of § 31-12-112, except as provided in C.R.S. § 31-12-114, at which electors and qualified nonresident landowners within the overlap area shall be entitled to vote.
- Timnath and Severance have participated in mediation to address the disagreement concerning their respective comprehensive plans and annexation petitions pursuant to C.R.S. §24-32-3209, (the “Annexation Mediation”).
- Timnath plans to file a motion for reconsideration with the Court and the Town of Severance pursuant to C.R.S § 31-12-116, (the “Motion for Reconsideration”).

| ADVANTAGES: | The Annexation Actions have and will continue to accomplish the Town of Timnath’s sound plan for growth management and prevent unwarranted annexations by neighboring towns. |
| DISADVANTAGES: | None. |
| FINANCIAL IMPACT: | Professional services fees and staff time. |
| RECOMMENDED MOTION: | I move approval of Resolution No. 57, Series 2016 Approving actions in connection with the Town of Severance’s annexation of the Buffalo Creek Property |
| ATTACHMENTS: | 1. Resolution |
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 57, SERIES 2016

A RESOLUTION AUTHORIZING RATIFYING AND AFFIRMING ACTIONS TAKEN
BY THE TOWN OF TIMNATH IN CONNECTION WITH THE TOWN OF
SEVERANCE ANNEXATION OF THE BUFFALO CREEK PROPERTY

WHEREAS, the Town of Timnath, Colorado ("Timnath") is a home rule municipality
organized under the laws of the State of Colorado; and

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

WHEREAS, the Town of Severance, Colorado ("Severance") is a statutory town organized
under the laws of the State of Colorado; and

WHEREAS, on March 7, 2016, the Town of Severance Council of Trustees adopted Resolution
No. 2016-03R, giving notice, pursuant to section C.R.S. § 31-12-108, that it would hold a public
hearing commencing on April 18, 2016 to consider a certain petition for annexation which has
been filed with Severance, to be known as the Buffalo Creek Annexation ("First Resolution"), a
copy of which is attached hereto as Exhibit A and fully incorporated herein by reference; and

WHEREAS, on April 18, 2016, the Town of Severance Council of Trustees canceled the public
hearing set by the First Resolution and adopted Resolution No. 2016-06R, giving notice,
pursuant to section C.R.S. § 31-12-108, that it would instead hold the public hearing on the
Buffalo Creek Annexation commencing on June 6, 2016 ("Second Resolution"), a copy of
which is attached hereto as Exhibit B and fully incorporated herein by reference; and

WHEREAS, on June 6, 2016, the Town of Severance Council of Trustees held the public
hearing pursuant to section C.R.S. § 31-12-108 and adopted Ordinance No. 2016-02, annexing
the Buffalo Creek property into Severance effective the later of the effective date the Buffalo
Creek Annexation, within the meaning of C.R.S. § 31-12-113, and thirty (30) days after
publication of Ordinance No. 2016-02, a copy of which is attached hereto as Exhibit C and fully
incorporated herein by reference; and

WHEREAS, on April 15, 2016, prior to the Severance hearing and still within the period of
notice pursuant to C.R.S. § 31-12-108 given by Severance’s First Resolution, Timnath received a
petition to annex certain real property known as the Holloway Property (the "Holloway
Petition"), a copy of which is attached hereto as Exhibit D and fully incorporated herein by
reference; and
WHEREAS, on May 10, 2016, the Town of Timnath Town Council adopted Resolution No. 40, Series 2016, indicating its intent, within the meaning of C.R.S. § 31-12-114(3), to annex the Holloway Property, a copy of which is attached hereto as Exhibit E and fully incorporated herein by reference; and

WHEREAS, on June 6, 2016, prior to the Severance hearing and still within the period of notice pursuant to C.R.S. § 31-12-108 given by Severance’s Second Resolution, Timnath received a petition to annex certain real property known as the Brandt Property (“Brandt Petition”), a copy of which is attached hereto as Exhibit F and fully incorporated herein by reference; and

WHEREAS, on June 28, 2016, the Town of Timnath Town Council adopted Resolution No. 51, Series 2016, indicating its intent, within the meaning of C.R.S. § 31-12-114(3), to annex the Brandt Property, a copy of which is attached hereto as Exhibit G and fully incorporated herein by reference; and

WHEREAS, Timnath intends to annex the property described in the Holloway Petition and the Brandt Petition (the “Holloway/Brandt Annexation”); and

WHEREAS, the area included within Timnath’s Holloway/Brandt Annexation overlaps, in part, the area within Severance’s Buffalo Creek Annexation (the “Area of Overlap”). The Area of Overlap claimed by both Timnath and Severance consists of a portion of the right of way of Weld County Road 78. The Area of Overlap related to the Holloway Petition is described on Exhibit H, attached hereto and fully incorporated herein by this reference, and the Area of Overlap related to the Brandt Petition is described on Exhibit I, attached hereto and fully incorporated herein by this reference; and

WHEREAS, pursuant to C.R.S. § 31-12-114, annexation of the overlap areas by either Timnath or Severance described on Exhibit H and Exhibit I has been held in abeyance by operation of law pending the holding of an election; and

WHEREAS, pursuant to C.R.S. § 31-12-114(3), “The second municipality indicating its intent to annex shall petition the district court of the county in which the area proposed to be annexed is located for the election provided for in subsection (2) of this section. Such petition shall be filed within thirty days after the effective date of the resolution of intent or the date of the filing of the petition described in subsection (1) of this section,” (the “Annexation Election Petition”); and

WHEREAS, C.R.S. § 31-12-114(4) provides that: “All of the landowners and the registered electors in the area claimed by both municipalities shall be entitled to vote at said election;” and
WHEREAS, Timnath has filed an Annexation Election Petition, a copy of which is attached hereto as Exhibit J and fully incorporated herein by reference, with the District Court of Weld County Colorado (the “Court”), requesting that the Court order: all proceedings concerning the “overlap” parcels described in Exhibit H and Exhibit I be held in abeyance until further order of the Court; an election be held, pursuant to the requirements of § 31-12-112, except as provided in C.R.S. § 31-12-114, at which electors and qualified nonresident landowners within the area described on Exhibit H and Exhibit I shall be entitled to vote;

WHEREAS, Timnath and Severance have participated in mediation to address the disagreement concerning their respective comprehensive plans and annexation petitions pursuant to C.R.S. §24-32-3209, (the “Annexation Mediation”); and

WHEREAS, pursuant to C.R.S § 31-12-116, any municipality within one mile of the area proposed to be annexed that believes itself to be aggrieved by the acts of the governing body of the annexing municipality in annexing said area to said municipality, such acts or findings of the governing body may be reviewed by certiorari in accordance with the Colorado rules of civil procedure; and

WHEREAS, Timnath plans to file a motion for reconsideration with the Court and the Town of Severance pursuant to C.R.S § 31-12-116, (the “Motion for Reconsideration”); and

WHEREAS, the Council has determined that it is necessary and appropriate, and desires to authorize the Holloway/Brandt Annexation, the filing of the Annexation Election Petition with the Court, Timnath’s actions in connection with the Annexation Mediation, and filing of the Motion for Reconsideration with the District Court and Town of Severance (collectively, the “Annexation Actions”);

WHEREAS, after consideration, the Council has determined that authorizing, ratifying, and affirming the Annexation Actions is in the best interest of Timnath, 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. Approvals, Authorizations, and Amendments. The Annexation Actions or other actions whatsoever conducted by Timnath in furtherance of the Annexation Actions are hereby authorized, ratified, affirmed, approved, and made effective as of the date of this Resolution. The Mayor or Town Manager of the Town are hereby authorized and directed to execute and authenticate such documents, instruments, or certificates as are deemed necessary or desirable in order to complete the Annexation Actions (the “Annexation Documents”). Such documents are to be executed in substantially the form presented at this meeting of the Council, provided that such documents may be completed, corrected, or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution.
The execution of any documents by an authorized officer of the Town in connection with the Annexation Actions not inconsistent herewith shall be conclusive evidence of the approval by the Town of such instrument in accordance with the terms thereof and hereof. Upon execution and delivery of any documents associated with the Annexation Actions, the covenants, agreements, recitals, and representations of the Town therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants, agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

Section 2. **Authorization to Execute Documents.** The Town Manager is hereby authorized and directed to take all actions necessary or appropriate to effectuate the Annexation Actions, including but not limited to the execution of such certificates and affidavits as may be reasonably required.

Section 3. **Ratification and Approval of Prior Actions.** All actions heretofore taken by the officers of Timnath and the members of the Council, not inconsistent with the provisions of this Resolution, relating to the Annexation Actions, are hereby authorized, ratified, affirmed, approved, and confirmed.

Section 4. **Repealer.** All orders, bylaws, and resolutions of Timnath, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 5. **Severability.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon its adoption and approval.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 28, 2016

TOWN OF TIMNATH, COLORADO

_______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

(First Severance Resolution)
TOWN OF SEVERANCE
RESOLUTION NO. 2016-03R

A RESOLUTION FINDING PETITION FOR ANNEXATION SUBMITTED BY
DRAPAC GROUP USA ON BEHALF OF OWNER, KAPPA PROPERTIES II, LLC TO
BE IN SUBSTANTIAL COMPLIANCE WITH COLORADO REvised STATUTES
31-12-107 AND SETTING A HEARING PURSUANT TO COLORADO REvised
STATUTE 31-12-104

WHEREAS a written petition was filed with the Town Clerk requesting the annexation of certain
property to be known as the Buffalo Creek Annexation; and

WHEREAS the Board of Trustees for the Town of Severance desires to initiate annexation
proceedings in accordance with law;

IT IS THEREFORE RESOLVED by the Board of Trustees of the Town of Severance Colorado,
this 7th day of March, 2016, as follows:

1. That the Board hereby accepts the annexation petition for the Buffalo Creek Annexation,
more particularly described in Exhibit A-1-A6 and Exhibit B.

2. That the Board hereby finds and determines that the separation petition and
accompanying map are in substantial compliance with the Municipal Annexation Act of 1965, which is
referred to herein as the "Act."

3. That the Notice attached as Exhibit A be adopted as a part of this Resolution. Said Notice
establishes the date, time, and place where a public hearing will be held to determine if the proposed
annexation complies with section 30 of article II of the Colorado Constitution and sections 31-12-104 and
31-12-105 of the Colorado Revised Statutes or such provisions thereof as may be required to establish
eligibility under the terms of the Act. The Town Clerk is directed to publish a copy of this Resolution and
said Notice as provided in the Act.

DULY PASSED by the Board of Trustees this 7th Day of March, 2016.

Town of Severance

[signature]
Donald R. Brookshier, Mayor

ATTEST:

[signature]
Betty Mitchell, Town Clerk

TOWN OF SEVERANCE

[seal]
Established 1883
Severance, Colorado

EXHIBIT A
EXHIBIT A-1
TO PETITION FOR ANNEXATION

Legal Description of Property

A parcel of land being a part of the Northwest Quarter (NW1/4) of Section Twenty-eight (28) and the Northeast Quarter (NE1/4) of Section Twenty-nine (29), Township Seven North (T7N), Range Sixty-seven West (R67W), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the East Quarter Corner of said Section 29 and assuming the East line of said NE1/4 as bearing North 00°19'44" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2659.54 feet with all other bearings contained herein relative thereto:

THENCE South 89°18'12" West along the South line of said NE1/4 a distance of 52.77 feet to the West Right of Way (ROW) line of State Highway 257 (SH257);
THENCE North 01°41'44" East along said West ROW a distance of 5.00 feet;
THENCE North 89°18'12" East a distance of 45.04 feet;
THENCE North 01°41'44" East a distance of 194.24 feet;
THENCE South 89°18'12" East a distance of 10.00 feet;
THENCE South 01°41'44" West a distance of 193.86 feet;
THENCE South 89°54'30" East a distance of 45.02 feet to the East ROW of said SH257;
THENCE South 01°41'44" West along said East ROW a distance of 5.00 feet to the South line of said NW1/4;
THENCE North 89°54'30" West along said South line a distance of 47.30 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 1 is 2,441 square feet or 0.056 acres, more or less (±).
EXHIBIT A-2

TO PETITION FOR ANNEXATION

Legal Description of Property

A parcel of land being a part of the Northwest Quarter (NW1/4) of Section Twenty-eight (28) and the Northeast Quarter (NE1/4) of Section Twenty-nine (29), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 29 and assuming the East line of said NE1/4 as being North 00°00'00" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2659.54 feet with all other bearings contained herein relative thereto;

THENCE South 89°18'12" West along the South line of said NE1/4 a distance of 52.77 feet to the West Right of Way (ROW) End of State Highway 257 (SR257);

THENCE along said West ROW the following three courses and distances:

THENCE North 01°41'44" East a distance of 5.00 feet the POINT OF BEGINNING;

THENCE continuing North 01°41'44" East a distance of 266.52 feet to a Point of Curvature (PC);

THENCE along the Arc of a Curve concave to the West a distance of 415.50 feet, having a Radius of 17,180.00 feet, a Delta of 01°23'20" and a Long Chord that bears North 01°00'04" East a distance of 415.49 feet in a Point of Tangency (PT);

THENCE South 89°41'36" East a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforesaid line;

THENCE along the Arc of a Curve concave to the West a distance of 416.59 feet, having a Radius of 17,185.00, a Delta of 01°23'20" and a Long Chord that bears South 01°00'04" West a distance of 416.58 feet to a PC;

THENCE South 01°41'44" West a distance of 65.40 feet;

THENCE South 89°18'16" East a distance of 10.00 feet;

THENCE North 01°41'44" East a distance of 65.40 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 416.83 feet, having a Radius of 17,195.00 feet, a Delta of 01°23'20" and a Long Chord that bears North 01°00'04" East a distance of 416.82 feet;

THENCE South 89°41'36" East along a line being non-tangent to aforesaid curve a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforesaid line, said curve being on the East ROW of said SR257;

THENCE along said East ROW the following two courses and distances:

THENCE along the Arc of a Curve concave to the West a distance of 417.92 feet, having a Radius of 17,240.00, a Delta of 01°23'20" and a Long Chord that bears South 01°00'04" West a distance of 417.91 feet to a PT;

THENCE South 01°41'44" West a distance of 263.00 feet;

THENCE North 89°54'30" West a distance of 45.02 feet;

THENCE North 01°41'44" East a distance of 192.86 feet;

THENCE North 89°18'16" West a distance of 10.00 feet;

THENCE South 01°41'44" West a distance of 194.24 feet;

THENCE South 89°18'12" West a distance of 45.04 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 2 is 61,169 square feet or 1.409 acres, more or less (±).
EXHIBIT A-3
TO PETITION FOR ANNEXATION

Legal Description of Property

A parcel of land being a part of the Southeast Quarter (SE1/4) of Section Twenty (20), the Southeast Quarter (SW1/4) of Section Twenty-one (21), the Northwest Quarter (NW1/4) of Section Twenty-eight (28) and the Northeast Quarter (NE1/4) of Section Twenty-nine (29), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6thP.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCEING at the East Quarter Corner of said Section 29 and assuming the East line of said NE1/4 as bearing North 00°10'44" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2659.54 feet with all other bearings contained herein relative thereto;

THENCE South 89°18'12" West along the South line of said NE1/4 a distance of 52.77 feet to the West Right of Way (ROW) line of State Highway 257 (SR257);

THENCE along said ROW the following three courses and distances:

THENCE North 01°41'44" East a distance of 271.52 feet a Point of Curvature (PC);

THENCE along the Arc of a Curve concave to the West a distance of 415.34 feet, having a Radius of 17,140 feet, a Delta of 01°23'20" and a Long Chord that bears North 01°00'04" East a distance of 415.49 feet to the POINT OF BEGINNING;

THENCE continuing along the Arc of a Curve concave to the West a distance of 5.00 feet, having a Radius of 17,140.00 feet, a Delta of 00°01'00" and a Long Chord that bears North 00°17'54" East a distance of 5.00 feet;

THENCE South 89°41'56" East along a line being non-tangent to aforementioned curve a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforementioned line;

THENCE along the Arc of a Curve concave to the West a distance of 33.28 feet, having a Radius of 17,185.00 feet, a Delta of 00°05'39" and a Long Chord that bears North 00°14'04" East a distance of 33.28 feet to a Point of Tangency (PT);

THENCE North 00°10'44" East a distance of 1,218.70 feet to a Point of Curvature (PC);

THENCE along the Arc of a Curve concave to the West a distance of 446.48 feet, having a Radius of 11,455.00 feet, a Delta of 02°14'00" and a Long Chord that bears North 00°56'16" West a distance of 446.48 feet to a PT;

THENCE North 02°03'16" West a distance of 259.00 feet to a PC;

THENCE along the Arc of a Curve concave to the East a distance of 6.31 feet, having a Radius of 11,455.00 feet, a Delta of 00°01'33" and a Long Chord that bears North 00°02'19" East a distance of 6.31 feet;

THENCE South 89°47'02" West along a line being non-tangent to aforementioned curve a distance of 616.36 feet;

THENCE North 00°12'58" West a distance of 10.00 feet;

THENCE North 89°47'02" East a distance of 626.05 feet to a point on a curve, said curve being non-tangent to aforementioned curve;

THENCE along the Arc of a Curve concave to the East a distance of 15.59 feet, having a Radius of 11,455.00 feet, a Delta of 00°04'48" and a Long Chord that bears South 02°00'52" East a distance of 15.59 feet to a PT;

THENCE South 02°03'16" East a distance of 259.00 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 446.89 feet, having a Radius of 11,465.00 feet, a Delta of 02°14'00" and a Long Chord that bears South 00°56'16" East a distance of 446.87 feet to a PT;

THENCE South 00°10'44" West a distance of 1,218.70 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 33.30 feet, having a Radius of 17,195.00, a Delta of 00°06'39" and a Long Chord that bears South 00°14'04" West a distance of 33.30 feet;

THENCE South 89°41'56" East along a line being non-tangent to aforementioned curve a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforementioned line, said curve being on the East ROW of SR257;
THENCE along the Arc of a Curve concave to the West a distance of 5.00 feet, having a Radius of 17,240.00 feet, a Delta of 00°01'00" and a Long Chord that bears South 00°17'54" West a distance of 5.00 feet;

THENCE North 89°41'36" West a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforesaid line;

THENCE along the Arc of a Curve concave to the West a distance of 416.82 feet, having a Radius of 17,195.00 feet, a Delta of 01°23'20" and a Long Chord that bears South 01°00'04" West a distance of 416.82 feet to a PT;

THENCE South 01°41'44" West a distance of 65.40 feet;

THENCE North 88°18'16" West a distance of 10.00 feet;

THENCE North 01°41'44" East a distance of 65.40 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 416.59 feet, having a Radius of 17,185.00 feet, a Delta of 01°23'20" and a Long Chord that bears North 01°00'04" East a distance of 416.59 feet;

THENCE North 89°41'36" West along a line being non-tangent to aforesaid curve a distance of 45.00 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 3 is 31,222 square feet or 0.717 acres, more or less (2).
EXHIBIT A-4

TO PETITION FOR ANNEXATION

Legal Description of Property

A parcel of land being a part of the Southeast Quarter (SE1/4) of Section Twenty (20), the Southwest Quarter (SW1/4) of Section Twenty-one (21), the Northwest Quarter (NW1/4) of Section Twenty-eight (28), and the North Half (N1/2) of Section Twenty-nine (29), the NE1/4 of Section Thirty (30), Township Seven North (T7N), Range Sixty-seven West (R67W), Sixth Principal Meridian (6P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 29 and assuming the East line of said NE1/4 as bearing North 00°10'44" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2659.54 feet with all other bearings contained herein relative thereto:

THENCE South 89°18'12" West along the South line of said NE1/4 a distance of 52.77 feet to the West Right of Way (ROW) line of State Highway 257 (SH257);
Thence along said West ROW the following seven courses and distances:
THENCE North 01°41'44" East a distance of 271.52 feet to a Point of Curvature (PC);
THENCE along the Arc of a Curve concave to the West a distance of 420.50 feet, having a Radius of 17,140.06 feet, a Delta of 01°24'20" and a Long Chord that bears North 00°59'34" East a distance of 420.50 feet to the POINT OF BEGINNING;

THENCE continuing along the Arc of a Curve concave to the West a distance of 33.18 feet, having a Radius of 12,368.00 feet, a Delta of 00°06'39" and a Long Chord that bears North 00°14'04" East a distance of 33.18 feet to a Point of Tangency (PT);
THENCE North 00°10'44" East a distance of 1,028.70 feet to a Point of Curvature (PC);
THENCE along the Arc of a Curve concave to the West a distance of 444.75 feet, having a Radius of 11,410.00 feet, a Delta of 02°14'00" and a Long Chord that bears North 00°56'16" West a distance of 444.72 feet to a PT;
THENCE North 02°03'16" West a distance of 191.71 feet;
THENCE North 46°08'07" West a distance of 71.87 feet to the South ROW of Weld County Road (WCR) 78;
Thence along the South ROW of WCR 78 the following three courses and distances:
THENCE South 89°47'02" West a distance of 2,543.25 feet;
THENCE South 89°47'48" West a distance of 2,650.40 feet;
THENCE South 86°03'38" West a distance of 1,227.93 feet;
THENCE North 03°56'22" West a distance of 30.00 feet to the North line of said NE1/4 of said Section 30;
THENCE North 86°03'38" East along said North line a distance of 1,228.90 feet to the Northeast Corner of said Section 30;
THENCE North 89°47'14" East along the North line of the NW1/4 of Section 29 a distance of 2,653.37 feet to the North Quarter Corner of said Section 29;
THENCE North 89°47'02" East along the North line of the NE1/4 of said Section 29 a distance of 2,016.13 feet;
THENCE North 09°12'58" West a distance of 30.00 feet to the North ROW of WCR 78;
THENCE North 89°47'02" East along said North ROW a distance of 325.19 feet to the West ROW of said SH257;
THENCE North 44°50'17" East along said West ROW a distance of 69.86 feet;
THENCE North 89°15'44" East a distance of 100.03 feet to the East ROW of said SH257;
THENCE South 45°00'11" East along said East ROW a distance of 71.76 feet;
THENCE South 02°03'16" East a distance of 60.04 feet to the East ROW of said SH257;
Thence along the East ROW of said SH257 the following five courses and distances:
THENCE South 43°58'09" West a distance of 69.48 feet;
THENCE South 02°03'16" East a distance of 188.34 feet to a PC;
THENCE along the Arc of a Curve concave to the West a distance of 448.65 feet, having a Radius of 11,510.00 feet, a Delta of 02°14'00" and a Long Chord that bears South 00°56'16" East a distance of 448.65 feet to a PC;
THENCE South 00°10'44" West a distance of 1,218.70 feet to a PC;
THENCE along the Arc of a Curve concave to the West a distance of 33.40 feet, having a Radius of 17,240.00 feet, a Delta of 00°06'40" and a Long Chord that bears South 00°14'04" West a distance of 33.40 feet;

THENCE North 89°41'36" West along a line being non-tangent to aforesaid curve a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforesaid line;

THENCE along the Arc of a Curve concave to the West a distance of 33.30 feet, having a Radius of 17,195.00 feet, a Delta of 00°06'39" and a Long Chord that bears North 00°14'04" East a distance of 33.30 feet to a PT;

THENCE North 00°10'44" East a distance of 1,218.70 feet to a PC;

THENCE along the Arc of a Curve concave the West a distance of 446.39 feet, having a Radius of 11,465.00 feet, a Delta of 02°14'00" and a Long Chord that bears North 08°56'16" West a distance of 446.87 to a PT;

THENCE North 02°03'16" West a distance of 259.00 to a PC;

THENCE along the Arc of a Curve concave to the East a distance of 15.99 feet, having a Radius of 11,455.00 feet, a Delta of 00°04'48" and a Long Chord that bears North 02°00'52" West a distance 15.99 feet;

THENCE South 89°47'02" West along a line being non-tangent to aforesaid curve a distance of 626.05 feet;

THENCE South 00°12'58" East a distance of 10.00 feet

THENCE North 89°47'02" East a distance of 616.38 feet to a point on a curve, said curve being non-tangent to aforesaid line;

THENCE along the Arc of a Curve concave to the East a distance of 60.1 feet, having a Radius of 11,465.00 feet, a Delta of 00°01'53" and a Long Chord that bears South 02°02'19" East a distance of 60.31 feet to a PT;

THENCE South 02°03'16" East a distance of 255.00 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 446.51 feet, having a Radius of 11,455.00 feet, a Delta of 02°14'00" and a Long Chord that bears South 08°56'10" East a distance of 446.48 feet to a PT;

THENCE South 00°10'44" West a distance of 1,218.70 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 33.28 feet, having a Radius of 17,185.00 feet, a Delta of 00°06'39" and a Long Chord that bears South 00°14'04" West a distance of 33.28 feet;

THENCE North 89°41'36" West along a line being non-tangent to aforesaid curve a distance of 45.00 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 4 is 9,146 acres, more or less (4).
EXHIBIT A-5
TO PETITION FOR ANNEXATION

Legal Description of Property

A parcel of land being a part of the South Half (S1/2) of Section Nineteen (19), the S1/2 of Section Twenty (20), the North Half (N1/2) and Southwest Quarter (SW1/4) of Section Thirty (30), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado,

COMMENCING at the Northwest Corner of said Section 30 and assuming the North line of the Northwest Quarter (NW1/4) of said Section 30 as bearing North 86°3′46″ East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2381.46 feet with all other bearings contained herein relative there:

THENCE North 86°3′46″ East along said North line of said NW1/4 a distance of 30.07 feet to the East line of the Book 13, Annexation 4 to the Town of Timnath, an annexation plat recorded September 5, 2007 as Reception No. 20070007953 of the Records of Larimer County and to the POINT OF BEGINNING;

THENCE continuing North 86°3′46″ East along said North line a distance of 410.27 feet to a point on a curve, said curve being non-tangent to aforesaid line, said curve being on the Northwesterly Right of Way (ROW) line of Weld County Road (WCR) 78;

THENCE along the arc of a curve convcave to the Southeast a distance of 67.87 feet, having a Radius of 180.00 feet, a Delta of 21°36′10″ and a Long Chord that bear North 59°39′38″ East a distance of 67.47 feet to the Northerly ROW line of said WCR 78;

Thence along the Northerly ROW the following four courses and distances:

THENCE North 86°3′46″ East a distance of 1880.69 feet;

THENCE North 86°3′46″ East a distance of 2423.90 feet;

THENCE North 89°47′02″ East a distance of 2,016.13 feet;

THENCE South 09°12′58″ East a distance of 30.00 feet to the South line of the SW1/4 of said Section 20;

THENCE South 89°47′02″ West along said South line a distance of 2,016.13 feet to the South Quarter Corner of said Section 20;

THENCE South 89°47′48″ West along said South line a distance of 2,651.37 feet to the Southeast Corner of said Section 19;

THENCE South 86°3′38″ West along the South line of the SE1/4 of said Section 19 a distance of 1,228.90 feet;

THENCE South 03°56′22″ East a distance 30.00 feet to the intersection of the Westerly line of Lot A of Recored Exemption No. 7005-30-1 RB-3977 and a line parallel with and 30.00 feet South of the North line of the Northeast Quarter of said Section 30;

Thence along the Westerly and Southerly lines of Recorded Exemption No. 7005-30-1 RB-3977 recorded May 31, 2006 as Reception No. 3995496 of the Records of Weld County the following three courses and distances:

THENCE South 55°51′30″ East a distance of 214.35 feet;

THENCE South 54°01′00″ East a distance of 336.11 feet to the most Southerly corner of Lot A of said RB-3977;

THENCE North 89°22′11″ East along the Southerly line of Lot B of said RB-3977 a distance of 53.52 feet to the Northeasterly line of that parcel of land described in a Confirmation Deed recorded September 30, 2011 as Recpt No. 3795760 of the Records of Weld County;

THENCE South 86°04′59″ East along said Northeasterly line a distance of 981.73 feet to the East line of the NE1/4 of said Section 30;

THENCE South 00°03′07″ West along the East line of the NE1/4 of said Section 30 a distance of 700.00 feet;

THENCE South 85°29′00″ West on a course crossing Lee Lake a distance of 1,430.55 feet to a Southerly line of that parcel of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3795760 of the Records of Weld County;

THENCE North 09°29′11″ West along said Southerly line a distance of 78.80 feet;

THENCE South 84°54′44″ West departing from said Southerly line a distance of 300.00 feet to the Northerly edge of an existing concrete ditch;
Thence along the Northly edge of an existing concrete ditch the following eight courses and
distances:
THENCE South 54°53'39" West a distance of 300.00 feet;
THENCE South 34°51'07" West a distance of 350.00 feet;
THENCE South 45°36'27" West a distance of 280.00 feet;
THENCE South 28°12'05" West a distance of 115.00 feet;
THENCE South 50°40'22" West a distance of 470.00 feet;
THENCE South 47°07'09" West a distance of 150.00 feet;
THENCE South 36°25'54" East a distance of 115.00 feet;
THENCE South 09°21'49" East a distance of 79.00 feet to a Southerly line of that parcel of land
described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3795760 of the
Records of Weld County;
Thence along the Southerly lines of that parcel of land described in a Confirmation Deed
recorded September 30, 2011 as Reception No. 3795760 of the Records of Weld County the
following eleven courses and distances:
THENCE South 04°38'15" West a distance of 66.08 feet;
THENCE South 75°34'15" West a distance of 159.24 feet;
THENCE South 69°15'15" West a distance of 116.53 feet;
THENCE South 45°51'15" West a distance of 115.05 feet;
THENCE South 28°49'15" West a distance of 101.83 feet;
THENCE South 09°41'15" West a distance of 242.37 feet;
THENCE South 36°18'15" West a distance of 129.04 feet;
THENCE South 68°03'15" West a distance of 641.28 feet;
THENCE South 81°27'13" West a distance of 96.70 feet;
THENCE North 70°43'47" West a distance of 173.00 feet;
THENCE South 82°57'15" West a distance of 159.65 feet to an existing fence line;
THENCE North 59°41'10" West along an existing fence line a distance of 524.95 feet to the East
line of the Bockel Annexation 4 to the Town of Timnath;
THENCE North 00°09'55" West along the Bostady line of the Bockel Annexation 4 to the Town
of Timnath a distance of 3,294.47 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 5 is 260.021 acres, more or
less (c).
EXHIBIT A-6
TO PETITION FOR ANNEXATION

Legal Description of Property

A parcel of land being a part of the North Half (N1/2) and a portion of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northwest Corner of said Section 30 and assuming the North line of the Northwest Quarter (NW1/4) of said Section 30 as bearing North 86°03'46" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2384.46 feet with all other bearings contained hereon relative thereto;

THENCE North 86°03'46" East along said North line of said NW1/4 a distance of 2384.46 feet to the North Quarter corner of said Section 30;
THENCE North 86°03'46" East along the North line of Northeast Quarter (NE1/4) of said Section 30 a distance of 2422.92 feet to the Northeast corner of said Section 30;
THENCE South 00°03'07" West along the East line of said NE1/4 a distance of 2242.11 feet to the Northeast corner of the City of Thornton parcel as described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and to the

POINT OF BEGINNING;

The following Seventeen (17) courses are following the South bank of Lee Lake along the Northerly lines of the City of Thornton parcel as purportedly described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LS# 19606 (James Thomas Jones) and LS# 30109 (Robert B. Michelson):

THENCE South 87°30'54" West a distance of 115.55 feet;
THENCE North 77°16'50" West a distance of 103.95 feet;
THENCE North 79°25'26" West a distance of 247.74 feet;
THENCE North 28°54'49" West a distance of 100.12 feet;
THENCE North 11°38'46" East a distance of 106.08 feet;
THENCE North 43°16'04" East a distance of 161.50 feet;
THENCE North 29°21'11" West a distance of 150.02 feet;
THENCE North 74°22'09" West a distance of 86.04 feet;
THENCE South 67°31'50" West a distance of 43.73 feet;
THENCE South 51°31'49" West a distance of 160.80 feet;
THENCE South 58°00'25" West a distance of 134.58 feet;
THENCE South 61°26'40" West a distance of 124.54 feet;
THENCE South 42°07'17" West a distance of 160.47 feet;
THENCE South 60°37'05" West a distance of 128.94 feet;
THENCE South 82°39'31" West a distance of 129.82 feet;
THENCE South 37°41'04" West a distance of 134.21 feet;
THENCE South 82°10'07" West along the South Bank of Lee Lake a distance of 375.84 feet;
The following Three (3) courses are continuing along the Northerly lines of the City of Thornton parcel as purportedly described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LS# 19606 (James Thomas Jones) and LS# 30109 (Robert B. Michelson) but have departed from the South Bank of Lee Lake:
THENCE North 23°06'26" East a distance of 442.41 feet;
THENCE North 37°38'36" East a distance of 208.03 feet;
THENCE North 30°51'32" West a distance of 85.54 feet to a point approximately 2 feet Southerly of a concrete irrigation ditch;
The following Fifty-Two (52) courses are continuing along the Northerly lines of the City of Thornton parcel as purportedly described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LS# 19606 (James Thomas Jones) and LS# 30109 (Robert B. Michelson) as well as following along line approximately 2 feet Southerly of an existing concrete irrigation ditch:
THENCE South 79°50'31" West a distance of 128.10 feet;
THENCE South 84°37'42" West a distance of 113.90 feet;
THENCE South 76°53'09" West a distance of 38.73 feet;
THENCE South 57°30'44" West a distance of 62.54 feet;
THENCE South 53°26'27" West a distance of 182.50 feet;
THENCE South 43°44'52" West a distance of 30.57 feet;
THENCE South 34°18'35" West a distance of 56.49 feet;
THENCE South 31°50'13" West a distance of 123.54 feet;
THENCE South 38°03'05" West a distance of 206.94 feet;
THENCE South 51°08'12" West a distance of 108.10 feet;
THENCE South 42°12'45" West a distance of 35.04 feet;
THENCE South 29°57'00" West a distance of 57.71 feet;
THENCE South 24°44'44" West a distance of 53.02 feet;
THENCE South 20°40'04" West a distance of 48.90 feet;
THENCE South 46°09'32" West a distance of 54.33 feet;
THENCE South 53°45'47" West a distance of 57.62 feet;
THENCE South 46°38'09" West a distance of 57.84 feet;
THENCE South 43°06'12" West a distance of 71.97 feet;
THENCE South 48°26'17" West a distance of 41.78 feet;
THENCE South 57°34'17" West a distance of 36.77 feet;
THENCE South 52°41'18" West a distance of 71.30 feet;
THENCE South 44°09'32" West a distance of 102.70 feet;
THENCE South 45°13'39" West a distance of 96.91 feet;
THENCE South 32°31'09" East a distance of 46.93 feet;
THENCE South 25°24'28" East a distance of 52.91 feet;
THENCE South 19°02'51" East a distance of 52.37 feet;
THENCE South 16°20'38" East a distance of 27.33 feet;
THENCE South 04°09'43" West a distance of 48.08 feet;
THENCE South 17°45'42" West a distance of 33.46 feet;
THENCE South 46°40'49" West a distance of 35.95 feet;
THENCE South 66°23'34" West a distance of 49.92 feet;
THENCE South 78°06'37" West a distance of 101.45 feet;
THENCE South 62°16'56" West a distance of 83.53 feet;
THENCE South 58°47'38" West a distance of 52.76 feet;
THENCE South 49°13'45" West a distance of 35.56 feet;
THENCE South 29°09'14" West a distance of 42.39 feet;
THENCE South 22°21'32" West a distance of 56.28 feet;
THENCE South 16°39'35" West a distance of 88.82 feet;
THENCE South 09°24'45" West a distance of 120.55 feet;
THENCE South 18°59'24" West a distance of 51.50 feet;
THENCE South 28°49'11" West a distance of 65.39 feet;
THENCE South 39°49'47" West a distance of 51.39 feet;
THENCE South 48°47'58" West a distance of 36.49 feet;
THENCE South 67°53'35" West a distance of 566.84 feet;
THENCE South 77°35'16" West a distance of 71.03 feet;
THENCE South 88°28'30" West a distance of 63.70 feet;
THENCE North 78°04'55" West a distance of 45.90 feet;
THENCE North 79°19'11" West a distance of 139.00 feet;
THENCE North 76°06'39" West a distance of 35.94 feet;
THENCE South 88°09'48" West a distance of 28.89 feet;
THENCE South 26°00'22" West a distance of 43.98 feet;
THENCE North 60°16'46" West a distance of 600.07 feet to the East line of the Banker
Annexation 4 to the Town of Timnath;
THENCE North 09°05'55" West along said East line a distance of 12.82 feet to an existing fence
line;
THENCE South 59°41'18" East along an existing fence line a distance of 534.95 feet to a
Southerly line of that parcel of land described in a Confirmation Deed recorded September 30,
2011 as Reception No. 3795760 of the Records of Weld County;
The following Eleven (11) courses are following along the Southerly lines of that parcel
of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3795760 of the Records of Weld County;
THENCE North 82°37'13" East a distance of 99.65 feet;
THENCE South 76°43'47" East a distance of 173.00 feet;
THENCE North 81°27'13" East a distance of 96.70 feet;
THENCE North 68°03'15" East a distance of 641.28 feet;
THENCE North 30°18'15" East a distance of 129.04 feet;
THENCE North 09°41'15" East a distance of 242.57 feet;
THENCE North 28°49'15" East a distance of 101.83 feet;
THENCE North 43°51'15" East a distance of 115.03 feet;
THENCE North 69°13'15" East a distance of 116.53 feet;
THENCE North 75°34'15" East a distance of 159.24 feet;
THENCE North 04°38'15" East a distance of 66.08 feet to the Northerly edge of an existing concrete ditch;

The following eight (8) courses are generally following along the Northerly edge of an existing concrete ditch:

THENCE North 09°21'49" West a distance of 79.00 feet;
THENCE North 36°25'54" West a distance of 115.00 feet;
THENCE North 47°07'09" West a distance of 150.00 feet;
THENCE North 56°40'22" West a distance of 470.00 feet;
THENCE North 28°19'05" West a distance of 115.00 feet;
THENCE North 45°36'22" West a distance of 260.00 feet;
THENCE North 34°31'07" West a distance of 350.00 feet;
THENCE North 54°53'39" West a distance of 300.00 feet;
THENCE North 84°54'44" East departing from the Northerly edge of said existing concrete ditch a distance of 500.00 feet to a Southerly line of that parcel of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3795760 of the Records of Weld County;

THENCE South 69°20'11" East along said Southerly line a distance of 78.80 feet;
THENCE North 83°22'40" East departing from said Southerly line and on a course crossing Lee Lake a distance of 1340.55 feet to the East line of said Northeast Quarter of Section 30;
THENCE South 00°03'07" West along said East line a distance of 613.05 feet to the East Quarter Corner of said Section 30 and to the POINT OF BEGINNING;

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 6 is 813,680 Square feet or 18.680 acres, more or less (±).
LEGAL DESCRIPTION OF PROPERTY OWNED BY PETITIONER

A parcel of land being a portion of the North Half and a portion of the Southwest Quarter of Section Thirty (30), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northwest Corner of said Section 30 and assuming the North line of the Northwest Quarter of said Section 30 as bearing North 86°03'46" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2381.46 feet with all other bearings contained herein relative thereto:

THENCE South 47°03'04" East a distance of 41.10 feet to the intersection of the East line of the Bodell Amendment 4 to the Town of Timnath, an easement plat recorded September 5, 2007 as Reception No. 20070075915 of the Records of Larimer County and to a line parallel with and 30.00 feet South of, as measured at a right angle to the North line of the Northwest Quarter of said Section 30 and said point being the POINT OF BEGINNING;

THENCE North 86°03'46" East along said parallel line a distance of 2333.38 feet;
THENCE North 86°03'46" East along a line parallel with and 30.00 feet Northly of, as measured at a right angle to the South line of the Northeast Quarter of said Section 30 a distance of 1194.02 feet to the intersection of the Westly line of Lot A of Recorded Exemption No. 0705-30-1 RE-3977 and a line parallel with and 30.00 feet Southly of the North line of the Northeast Quarter of said Section 30;

The following three (3) courses are along the Westly and Southerly lines of Recorded Exemption No. 0705-30-1 RE-3977 recorded May 31, 2006 as Reception No. 3392496 of the Records of Weld County:
THENCE South 55°51'30" East a distance of 124.35 feet;
THENCE South 54°01'00" East a distance of 336.11 feet to the most Southerly corner of Lot A of said RE-3977;
THENCE North 89°22'11" East along the Southerly line of Lot B of said RE-3977 a distance of 33.52 feet to the Northeastly line of that parcel of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 2795760 of the Records of Weld County;
THENCE South 55°04'58" East along said Northeastly line a distance of 981.73 feet to the East line of the Northeast Quarter of said Section 30;
THENCE South 00°03'07" West along the East line of the Northeast Quarter of said Section 30 a distance of 1313.05 feet to the Northeast corner of the City of Thornton parcel as described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County;

The following Seventeen (17) courses are following the South bank of Lee Lake along the Northerly line of the City of Thornton parcel as conveyed in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LSF 19606 (James Thomas Jones) and LSF 30109 (Robert B. Michelson):
THENCE South 87°30'54" West a distance of 115.58 feet;
THENCE North 77°16'50" West a distance of 103.95 feet;
THENCE North 79°25'26" West a distance of 247.74 feet;
THENCE North 26°55'49" West a distance of 100.12 feet;
THENCE North 11°58'40" East a distance of 100.68 feet;
THENCE North 43°16'04" East a distance of 161.50 feet;
THENCE North 29°21'11" West a distance of 150.02 feet;
THENCE South 74°22'09" West a distance of 86.04 feet;
THENCE South 67°51'50" West a distance of 46.17 feet;
THENCE South 51°51'47" West a distance of 160.80 feet;

THENCE South 58°00'25" West a distance of 134.58 feet;
THENCE South 61°26'49" West a distance of 124.54 feet;
THENCE South 42°07'17" West a distance of 160.47 feet;
THENCE South 60°37'09" West a distance of 128.94 feet;
THENCE South 82°39'31" West a distance of 129.82 feet;
THENCE South 57°41'04" West a distance of 134.21 feet;
THENCE South 83°10'07" West along the South Bank of Lee Lake a distance of 376.84 feet;
The following Three (3) courses are continuing along the Northerly lines of the City of
Thornton parcel as conveyed in that Quit Claim Deed recorded February 15, 2001 as
Reception No. 2826115 of the Records of Weld County and subsequently monumented by
JR Engineering Surveyors LS# 19606 (James Thomas Jones) and LS# 30109 (Robert B.
Michelson) but have departed from the South Bank of Lee Lake:
THENCE North 23°06'26" East a distance of 442.41 feet;
THENCE North 57°38'56" East a distance of 208.03 feet;
THENCE North 80°51'32" East a distance of 83.54 feet to a point approximately 2 feet Southerly
of a concrete irrigation ditch;
The following Fifty-Two (52) courses are continuing along the Northerly lines of the City
of Thornton parcel as conveyed in that Quit Claim Deed recorded February 15, 2001 as
Reception No. 2826115 of the Records of Weld County and subsequently monumented by
JR Engineering Surveyors LS# 19606 (James Thomas Jones) and LS# 30109 (Robert B.
Michelson) as well as following along lines approximately 2 feet Southerly of an existing
concrete irrigation ditch:

THENCE South 79°30'31" West a distance of 128.10 feet;
THENCE South 84°27'42" West a distance of 113.98 feet;
THENCE South 76°53'09" West a distance of 38.73 feet;
THENCE South 57°20'44" West a distance of 62.54 feet;
THENCE South 53°26'27" West a distance of 185.50 feet;
THENCE South 43°44'52" West a distance of 30.57 feet;
THENCE South 34°18'39" West a distance of 56.49 feet;
THENCE South 31°30'13" West a distance of 123.54 feet;
THENCE South 38°03'05" West a distance of 206.94 feet;
THENCE South 51°08'12" West a distance of 108.10 feet;
THENCE South 42°12'45" West a distance of 35.04 feet;
THENCE South 29°37'00" West a distance of 37.71 feet;
THENCE South 24°44'44" West a distance of 53.02 feet;
THENCE South 29°59'04" West a distance of 48.90 feet;
THENCE South 46°09'32" West a distance of 54.33 feet;
THENCE South 53°45'47" West a distance of 57.62 feet;
THENCE South 46°38'09" West a distance of 57.84 feet;
THENCE South 43°04'12" West a distance of 71.97 feet;
THENCE South 48°26'17" West a distance of 41.78 feet;
THENCE South 57°34'17" West a distance of 36.77 feet;
THENCE South 62°41'18" West a distance of 71.30 feet;
THENCE South 44°09'32" West a distance of 102.70 feet;
THENCE South 45°13'39" West a distance of 96.91 feet;
THENCE South 32°31'09" East a distance of 46.93 feet;
THENCE South 25°24'28" East a distance of 52.91 feet;
THENCE South 19°02'31" East a distance of 52.37 feet;
THENCE South 06°20'38" East a distance of 27.23 feet;
THENCE South 04°02'43" East a distance of 48.08 feet;
THENCE South 17°43'42" East a distance of 33.46 feet;
THENCE South 46°47'49" East a distance of 35.95 feet;
THENCE South 56°23'34" East a distance of 49.92 feet;
THENCE South 78°06'37" East a distance of 101.46 feet;
THENCE South 62°16'56" East a distance of 83.53 feet;
THENCE South 58°47'18" East a distance of 62.76 feet;
THENCE South 42°13'45" East a distance of 35.66 feet;

THENCE South 29°09'14" West a distance of 42.39 feet;
THENCE South 22°21'52" West a distance of 56.28 feet;
THENCE South 16°39'35" West a distance of 88.82 feet;
THENCE South 09°24'45" West a distance of 120.55 feet;
THENCE South 18°59'24" West a distance of 51.50 feet;
THENCE South 28°49'11" West a distance of 65.39 feet;
THENCE South 39°49'47" West a distance of 51.39 feet;
THENCE South 48°47'58" West a distance of 36.49 feet;
THENCE South 67°53'35" West a distance of 566.88 feet;
THENCE South 77°35'16" West a distance of 71.03 feet;
THENCE South 88°28'30" West a distance of 63.70 feet;
THENCE North 78°04'55" West a distance of 45.90 feet;
THENCE North 70°19'11" West a distance of 139.00 feet;
THENCE North 76°00'33" West a distance of 35.04 feet;
THENCE South 88°08'48" West a distance of 28.89 feet;
THENCE South 26°09'22" West a distance of 43.98 feet;
THENCE North 60°16'46" West a distance of 600.07 feet to the East line of the Boekel Annexation 4 to the Town of Timnath;
THENCE North 00°09'55" West along the Easterly line of the Boekel Annexation 4 to the Town of Timnath a distance of 3277.23 feet to the POINT OF BEGINNING;

Said described parcel of land contains 270.055 acres, more or less (±).
TOWN OF SEVERANCE, COLORADO

NOTICE OF PUBLIC HEARINGS FOR A PROJECT
Buffalo Creek Annexation, Zoning and Concept Plan

PUBLIC NOTICE IS HEREBY GIVEN of a public hearing before the Severance Planning Commission on April 13, 2016 and the Board of Trustees on April 14, 2016 at the following time and place:

6:00 P.M.
Severance Administration Building
3 S. Timber Ridge Parkway
Severance, Colorado

This hearing is for the purpose of taking public comment on a proposed annexation, zoning to sub-urban perimeter and review of a concept plan in accordance with the requirements of the Severance Municipal Code Chapter 18 on a property described below in Exhibit A1-48 and Exhibit B.

GIVEN AND POSTED this DATE.
EXHIBIT B

(Second Severance Resolution)
TOWN OF SEVERANCE
RESOLUTION NO. 2016-06R

A RESOLUTION FINDING PETITION FOR ANNEXATION SUBMITTED BY DRAPAC GROUP USA on BEHALF OF OWNER, KAPPA PROPERTIES II, LLC TO BE IN SUBSTANTIAL COMPLIANCE WITH COLORADO REVISED STATUTES 31-12-107 AND SETTING A HEARING PURSUANT TO COLORADO REVISED STATUTE 31-12-108

WHEREAS a written petition was filed with the Town Clerk requesting the annexation of certain property to be known as the Buffalo Creek Annexation; and

WHEREAS the Board of Trustees for the Town of Severance desires to initiate annexation proceedings in accordance with law;

IT IS THEREFORE RESOLVED by the Board of Trustees of the Town of Severance Colorado, this 18th day of April, 2016, as follows:

1. That the Board hereby accepts the annexation petition for the Buffalo Creek Annexation, more particularly described in Exhibit A1-A6 and Exhibit B.

2. That the Board hereby finds and determines that the annexation petition and accompanying map are in substantial compliance with the Municipal Annexation Act of 1965, which is referred to herein as the “Act.”

3. That the Notice attached as Exhibit C be adopted as a part of this Resolution. Said Notice establishes the date, time, and place when a public hearing will be held to determine if the proposed annexation complies with section 30 of article II of the Colorado Constitution and sections 31-12-104 and 31-12-105 of the Colorado Revised Statutes or such provisions thereof as may be required to establish eligibility under the terms of the Act. The Town Clerk is directed to publish a copy of this Resolution and said Notice as provided in the Act.

DULY PASSED by the Board of Trustees this 18th Day of April, 2016.

TOWN OF SEVERANCE

[Signature]
Donald R. Brookshire, Mayor

ATTEST:

Betty Manich, Town Clerk

EXHIBIT B
EXHIBIT A1

BUFFALO CREEK ANNEXATION NO. 1

A parcel of land being a part of the Northwest Quarter (NW1/4) of Section Twenty-eight (28) and the Northeast Quarter (NE1/4) of Section Twenty-nine (29), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the East Quarter Corner of said Section 29 and assuming the East line of said NE1/4 as bearing North 09°18'44" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2659.54 feet with all other bearings contained herein relative thereto;

THENCE South 89°18'12" West along the South line of said NE1/4 a distance of 52.77 feet to the West Right of Way (ROW) line of State Highway 257 (SH257);
THENCE North 01°41'14" East along said West ROW a distance of 5.04 feet;
THENCE North 89°18'12" East a distance of 45.04 feet;
THENCE North 01°41'44" East a distance of 194.24 feet;
THENCE South 88°18'16" East a distance of 10.00 feet;
THENCE South 01°41'44" West a distance of 193.86 feet;
THENCE South 89°54'30" East a distance of 45.02 feet to the East ROW of said SH257;
THENCE South 01°41'44" West along said East ROW a distance of 5.00 feet to the South line of said NW1/4;
THENCE North 89°54'30" West along said South line a distance of 47.30 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 1 is 2,441 square feet or 0.056 acres, more or less (±).
BUFFALO CREEK ANNEXATION NO. 2

A parcel of land being a part of the Northwest Quarter (NW 1/4) of Section Twenty-eight (28) and the Northeast Quarter (NE 1/4) of Section Twenty-nine (29), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6PM.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 29 and assuming the East line of said NE1/4 as bearing North 00º10'44" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2659.34 feet with all other bearings contained herein relative thereto;

THENCE South 89º18'12" West along the South line of said NE1/4 a distance of 52.77 feet to the West Right of Way (ROW) line of State Highway 257 (SH 257);

Thence along said West ROW the following three courses and distances:

THENCE North 01º41'44" East a distance of 5.00 feet, the POINT OF BEGINNING;

THENCE continuing North 01º41'44" East a distance of 266.52 feet to a Point of Curvature (PC);

THENCE along the Arc of a Curve concave to the West a distance of 415.50 feet, having a Radius of 17,140.00 feet, a Delta of 01º23'20" and a Long Chord that bears North 01º00'04" East a distance of 415.49 feet to a Point of Tangency (PT);

THENCE South 89º41'36" East a distance of 45.00 feet to a point on a curve, same curve being non-tangent to aforesaid line;

THENCE along the Arc of a Curve concave to the West a distance of 416.59 feet, having a Radius of 17,185.00, a Delta of 01º23'20" and a Long Chord that bears South 01º00'04" West a distance of 416.58 feet to a PT;

THENCE South 01º41'44" West a distance of 65.40 feet;

THENCE South 89º18'16" East a distance of 10.00 feet;

THENCE North 01º41'44" East a distance of 65.40 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 416.83 feet, having a Radius of 17,195.00, a Delta of 01º23'20" and a Long Chord that bears North 01º00'04" East a distance of 416.82 feet;

THENCE South 89º41'36" East along a line being non-tangent to aforesaid curve a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforesaid line, said curve being on the East ROW of said SH 257;

Thence along said East ROW the following two courses and distances:

THENCE along the Arc of a Curve concave to the West a distance of 417.92 feet, having a Radius of 17,240.00, a Delta of 01º23'20" and a Long Chord that bears South 01º00'04" West a distance of 417.91 feet to a PT;

THENCE South 01º41'44" West a distance of 263.00 feet;

THENCE North 89º54'30" West a distance of 65.02 feet;

THENCE North 01º41'44" East a distance of 191.86 feet;

THENCE North 89º18'16" West a distance of 10.00 feet;

THENCE South 01º41'44" West a distance of 194.24 feet;

THENCE South 89º18'12" West a distance of 45.04 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 2 is 61,369 square feet or 1.409 acres, more or less ( substitutes).
EXHIBIT A3

BUFFALO CREEK ANNEXATION NO. 3

A parcel of land being a part of the Southeast Quarter (SE1/4) of Section Twenty (20), the Southwest Quarter (SW1/4) of Section Twenty-one (21), the Northwest Quarter (NW1/4) of Section Twenty-eight (28) and the Northeast Quarter (NE1/4) of Section Twenty-nine (29), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 29 and assuming the East line of said NE1/4 as bearing North 08°10'44" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2659.54 feet with all other bearings contained herein relative thereto:

THENCE South 89°18'12" West along the South line of said NE1/4 a distance of 52.77 feet to the West Right of Way (ROW) line of State Highway 257 (SH1257);

THENCE along said West ROW the following three courses and distances:

THENCE North 01°41'44" East a distance of 271.52 feet a Point of Curve (PC);

THENCE along the Arc of a Curve concave to the West a distance of 415.50 feet, having a Radius of 17,140 feet, a Delta of 01°23'20" and a Long Chord that bears North 01°00'04" East a distance of 415.49 feet to the POINT OF BEGINNING;

THENCE continuing along the Arc of a Curve concave to the West a distance of 5.00 feet, having a Radius of 11,140.00 feet, a Delta of 00°00'60" and a Long Chord that bears North 00°17'54" East a distance of 5.00 feet;

THENCE South 89°41'35" East along a line being non-tangent to aforesaid curve a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforesaid line;

THENCE along the Arc of a Curve concave to the West a distance of 33.28 feet, having a Radius of 17,185.00 feet, a Delta of 00°06'39" and a Long Chord that bears North 00°14'04" East a distance of 33.28 feet to a Point of Tangency (PT);

THENCE North 00°10'44" East a distance of 1,218.70 feet to a Point of Curve (PC);

THENCE along the Arc of a Curve concave to the West a distance of 446.51 feet, having a Radius of 11,455.00 feet, a Delta of 02°14'00" and a Long Chord that bears North 00°59'16" West a distance of 446.48 feet to a PT;

THENCE North 02°03'16" West a distance of 259.00 feet to a PC;

THENCE along the Arc of a Curve concave to the East a distance of 6.51 feet, having a Radius of 11,465.00 feet, a Delta of 00°01'53" and a Long Chord that bears North 02°02'19" West a distance of 6.51 feet;

THENCE South 89°47'02" West along a line being non-tangent to aforesaid curve a distance of 616.36 feet;

THENCE North 00°12'59" West a distance of 10.00 feet;

THENCE South 89°47'02" West a distance of 526.65 feet to a point on a curve, said curve being non-tangent to aforesaid curve;

THENCE along the Arc of a Curve concave to the East a distance of 15.99 feet, having a Radius of 11,455.00 feet, a Delta of 00°04'48" and a Long Chord that bears South 02°00'52" East a distance of 15.99 feet to a PT;

THENCE South 02°03'16" East a distance of 259.00 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 446.89 feet, having a Radius of 11,465.00 feet, a Delta of 02°14'00" and a Long Chord that bears South 00°56'16" East a distance of 446.87 feet to a PT;

THENCE South 00°10'44" West a distance of 1,218.70 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 33.30 feet, having a Radius of 17,195.09 feet, a Delta of 00°05'39" and a Long Chord that bears South 00°14'04" West a distance of 33.30 feet;

THENCE South 89°41'36" East along a line being non-tangent to aforesaid curve a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforesaid line, said curve being on the East ROW of SH1257;

THENCE along the Arc of a Curve concave to the West a distance of 5.00 feet, having a Radius of 17,240.00 feet, a Delta of 00°01'00" and a Long Chord that bears South 00°17'54" West a distance of 5.00 feet;

THENCE North 89°41'36" West a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforesaid line;

THENCE along the Arc of a Curve concave to the West a distance of 416.83 feet, having a Radius of 17,195.00 feet, a Delta of 01°23'20" and a Long Chord that bears South 01°00'04" West a distance of 416.82 feet to a PT;

THENCE South 01°41'44" West a distance of 65.40 feet;

THENCE North 88°18'16" West a distance of 10.00 feet;

THENCE North 01°41'44" West a distance of 65.40 feet to a PC;
THENCE along the Arc of a Curve concave to the West a distance of 416.59 feet, having a Radius of 17,185.00 feet, a Delta of 01°23'20" and a Long Chord that bears North 01°00'04" East a distance of 416.59 feet;
THENCE North 89°41'30" West along a line being non-tangent to aforesaid curve a distance of 45.00 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 3 is 31,222 square feet or 0.717 acres, more or less (ac).
EXHIBIT A4

BUFFALO CREEK ANNEXATION NO. 4

A parcel of land being a part of the Southeast Quarter (SE 1/4) of Section Twenty (20), the Southwest Quarter (SW 1/4) of Section Twenty-one (21), the Northwest Quarter (NW 1/4) of Section Twenty-eight (28) and the North Half (N 1/2) of Section Twenty-nine (29), the NE 1/4 of Section Thirty (30), Township Seven North (T. 7N.), Range Sixty-seven West (R. 67 W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 29 and assuming the East line of said NE 1/4 to bearing North 00°10'44" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2639.54 feet with all other bearings contained herein relative thereto:

THENCE South 89°18'12" West along the South line of said NE 1/4 a distance of 52.77 feet to the West Right of Way (ROW) line of Sale Highway 257 (SH 257);

THENCE along said West ROW the following seven courses and distances:

THENCE North 01°41'44" East a distance of 271.52 feet a Point of Curvature (PC);

THENCE along the Arc of a Curve concave to the West a distance of 420.50 feet, having a Radius of 17,140.00 feet, a Delta of 01°24'20" and a Long Chord that bears North 00°59'34" East a distance of 420.50 feet to the POINT OF BEGINNING;

THENCE continuing along the Arc of a Curve concave to the West a distance of 33.18 feet, having a Radius of 17,140.00 feet, a Delta of 00°06'59" and a Long Chord that bears North 00°14'04" East a distance of 33.18 feet to a Point of Tangency (PT);

THENCE North 00°10'44" East a distance of 1,218.70 feet to a Point of Curvature (PC);

THENCE along the Arc of a Curve concave to the West a distance of 444.75 feet, having a Radius of 11,410.00 feet, a Delta of 02°14'06" and a Long Chord that bears North 00°56'16" West a distance of 444.72 feet to a PT;

THENCE North 02°03'16" West a distance of 191.71 feet;

THENCE North 46°38'07" West a distance of 71.87 feet to the South ROW of Weld County Road (WCR) 78;

THENCE along the South ROW of WCR 78 the following three courses and distances:

THENCE South 89°47'02" West a distance of 2,543.25 feet;

THENCE South 89°47'48" West a distance of 2,650.40 feet;

THENCE South 89°03'38" West a distance of 1,227.91 feet;

THENCE North 03°56'22" West a distance of 30.00 feet to the North line of said NE 1/4 of said Section 30;

THENCE North 86°03'36" East along said North line a distance of 1,228.90 feet to the Northeast Corner of said Section 30;

THENCE North 89°47'48" East along the North line of the NW 1/4 of Section 29 a distance of 2,651.37 feet to the North Quarter Corner of said Section 29;

THENCE South 89°47'02" East along the North line of the NE 1/4 of said Section 29 a distance of 2,016.13 feet;

THENCE North 00°12'58" West a distance of 30.00 feet to the North ROW of WCR 78;

THENCE North 89°47'02" East along said North ROW a distance of 525.19 feet to the West ROW of said SH 257;

THENCE North 44°05'07" East along said West ROW a distance of 69.86 feet;

THENCE South 89°51'54" East a distance of 100.03 feet to the East ROW of said SH 257;

THENCE South 45°50'11" East along said East ROW a distance of 71.76 feet;

THENCE South 02°03'16" East a distance of 60.04 feet to the East ROW of said SH 257;

THENCE along the East ROW of said SH 257 the following five courses and distances:

THENCE South 43°58'09" West a distance of 69.48 feet;

THENCE South 02°03'16" East a distance of 188.34 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 448.63 feet, having a Radius of 11,510.00 feet, a Delta of 02°14'00" and a Long Chord that bears South 00°56'16" East a distance of 448.62 feet to a PT;

THENCE South 00°10'44" West a distance of 1,218.70 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 33.40 feet, having a Radius of 17,240.00 feet, a Delta of 00°06'40" and a Long Chord that bears South 00°14'04" West a distance of 33.40 feet;

THENCE North 08°13'46" West along a line being non-tangent to aforesaid curve a distance of 45.00 feet to a point on a curve, said curve being non-tangent to aforesaid line;

THENCE along the Arc of a Curve concave to the West a distance of 33.30 feet, having a Radius of 17,155.00 feet, a Delta of 00°06'39" and a Long Chord that bears North 00°14'04" East a distance of 33.30 feet to a PC;

THENCE North 00°10'44" East a distance of 1,218.70 feet to a PC;
THENCE along the Arc of a Curve concave the West a distance of 446.89 feet, having a Radius of 11,465.00 feet, a Delta of 02°14'00" and a Long Chord that bears North 00°56'16" West a distance of 446.87 to a PT;

THENCE North 02°03'16" West a distance of 259.00 to a PC;

THENCE along the Arc of a Curve concave to the East a distance of 15.99 feet; having a Radius of 11,455.00 feet, a Delta of 00°64'48" and a Long Chord that bears North 02°08'52" West a distance 15.99 feet;

THENCE South 89°47'02" West along a line being non-tangent to aforesaid curve a distance of 626.05 feet;

THENCE South 00°12'58" East a distance of 10.00 feet
THENCE North 89°47'02" East a distance of 616.36 feet to a point on a curve, said curve being non-tangent to aforesaid line;

THENCE along the Arc of a Curve concave to the East a distance of 5.31 feet; having a Radius of 11,465.00 feet, a Delta of 00°01'53" and a Long Chord that bears South 02°03'19" East a distance of 5.31 feet to a PT;

THENCE South 02°03'16" East a distance of 259.00 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 446.51 feet, having a Radius of 11,455.00 feet, a Delta of 02°14'00" and a Long Chord that bears South 00°56'16" East a distance of 446.48 feet to a PT;

THENCE South 00°10'44" West a distance of 1,218.70 feet to a PC;

THENCE along the Arc of a Curve concave to the West a distance of 33.28 feet, having a Radius of 17,185.00 feet, a Delta of 00°06'39" and a Long Chord that bears South 00°14'04" West a distance of 33.28 feet;

THENCE North 89°47'36" West along a line being non-tangent to aforesaid curve a distance of 45.00 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 4 is 9.146 acres, more or less (6).
EXHIBIT A-4

BUFFALO CREEK ANNEXATION NO. 5

A parcel of land being a part of the South Half (S1/2) of Section Nineteen (19), the S1/2 of Section Twenty (20), the North Half (N1/2) and Northeast Quarter (SW1/4) of Section Thirty (30), Township Eleven North (T11N), Range Nine West (R9W), City of Wild, State of Colorado.

COMMENCING at the Northwest corner of said Section 20 and running the North line of the Northwest Quarter (NW1/4) of said Section 20 as bearing North 89°03'46" East along said North line a distance of 370.97 feet to the East line of the Railroad Resurvey 4 to the Town of Trampas, an engineering plat recorded September 5, 2001 as Reception No. 00077067953 of the Records of Larimer County and to the POINT OF BEGINNING;

THENCE continuing North 89°03'46" East along said North line a distance of 180.67 feet to a point on a curve, said curve being non-tangent to a straight line, and curve being on the Northwesterly Right of Way (ROW) line of Weld County Road (WCR) 7B;

THENCE along the arc of a curve concave to the Southeast a distance of 67.89 feet, bearing a Radius of 180.00 feet, a Direc of 21°36'14" and a Long Chord that bear North 59°39'28" East a distance of 67.47 feet to the Northerly ROW line of said WCR 7B;

Thence along said Northerly ROW the following four courses and distances;

THENCE North 89°03'46" East a distance of 180.09 feet;

THENCE North 89°03'46" East a distance of 2431.90 feet;

THENCE North 89°03'46" East a distance of 2431.90 feet;

THENCE North 89°03'46" East a distance of 2061.13 feet;

THENCE South 09°12'38" East a distance of 30.00 feet to the South line of the NW1/4 of said Section 20;

THENCE South 89°03'46" West along said South line a distance of 2061.13 feet to the South Quarter Corner of said Section 20;

THENCE South 89°03'46" West along said South line a distance of 2431.97 feet to the Southeast Corner of said Section 19;

THENCE South 89°03'46" West along the South line of the SE1/4 of said Section 19 a distance of 1200.00 feet;

THENCE South 09°59'22" East a distance 30.00 feet in the intersection of the West side line of Lot A of Recorded Exemption No. 0005-30-1 RE-3977 and a line parallel with and 30.00 feet Southerly of the North line of the Northeast Quarter of said Section 20;

Thence along the Westerly and Southerly boundary of Recorded Exemption No. 0005-30-1 RE-3977 recorded May 31, 2006 as Reception No. 3392696 of the Records of Weld County the following three courses and distances;

THENCE South 89°35'10" East a distance of 126.35 feet;

THENCE South 54°01'00" East a distance of 336.11 feet to the most Southerly corner of Lot A of said RE-3977;

THENCE North 89°22'15" East along the Southerly line of Lot B of said RE-3977 a distance of 33.83 feet to the Northerly line of that parcel of land described in a Certification Deed recorded September 30, 2011 as Reception No. 3799816 of the Records of Weld County;

THENCE South 36°48'15" East along the Northerly line of said Certification Deed recorded September 30, 2011 as Reception No. 3799816 of the Records of Weld County;

THENCE South 89°22'15" West along the East line of the N1/4 of said Section 30 a distance of 790.00 feet;

THENCE South 54°54'44" West on a course crossing Lee Lake a distance of 1430.53 feet to a Southerly line of that parcel of land described in a Certification Deed recorded September 30, 2011 as Reception No. 3797869 of the Records of Weld County;

THENCE North 89°03'46" West along said Southerly line at a distance of 78.00 feet;

THENCE South 89°03'46" West along said Southerly line a distance of 300.00 feet to the Northerly edge of an existing concrete ditch;

Thence along the Northerly edge of an existing concrete ditch the following eight courses and distances;

THENCE South 54°33'39" West a distance of 360.00 feet;

THENCE South 36°51'07" West a distance of 350.00 feet;

THENCE South 36°51'07" West a distance of 350.00 feet;

THENCE South 36°51'07" West a distance of 350.00 feet;

THENCE South 36°51'07" West a distance of 350.00 feet;

THENCE South 36°51'07" West a distance of 350.00 feet;

THENCE South 36°51'07" West a distance of 350.00 feet;
THENCE South 09°21’49” East a distance of 79.00 feet to a Southerly line of that parcel of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3795760 of the Records of Weld County;

Thence along the Southerly lines of that parcel of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3795760 of the Records of Weld County the following eleven courses and distances:

THENCE South 04°38’15” West a distance of 66.08 feet;
THENCE South 75°34’15” West a distance of 159.24 feet;
THENCE South 69°15’15” West a distance of 116.53 feet;
THENCE South 43°51’15” West a distance of 115.03 feet;
THENCE South 28°49’15” West a distance of 101.83 feet;
THENCE South 09°41’15” West a distance of 242.37 feet;
THENCE South 36°18’15” West a distance of 129.04 feet;
THENCE South 68°03’15” West a distance of 641.28 feet;
THENCE South 81°27’13” West a distance of 96.70 feet;
THENCE North 70°43’47” West a distance of 173.00 feet;
THENCE South 82°27’13” West a distance of 59.65 feet to an existing fence line;
THENCE North 59°41’10” West along an existing fence line a distance of 524.95 feet to the East line of the Boeke! Annexation 4 to the Town of Timnath;
THENCE North 09°09’55” West along the East line of the Boeke! Annexation 4 to the Town of Timnath a distance of 3,254.47 feet to the POINT OF BEGINNING.

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 5 is 260.021 acres, more or less (A).
EXHIBIT A6
BUFFALO CREEK ANNEXATION NO. 6

A parcel of land being a part of the North Half (N1/2) and a portion of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northwest Corner of said Section 30 and assuming the North line of the Northwest Quarter (NW1/4) of said Section 30 as bearing North 86°03'46" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2318.46 feet with all other bearings contained herein relative thereto;

THENENCE North 86°03'46" East along said North line of said NW1/4 a distance of 2318.46 feet to the North Quarter corner of said Section 30;
THENENCE North 86°03'18" East along the North line of Northeast Quarter (NE1/4) of said Section 30 a distance of 2422.92 feet to the Northeast corner of said Section 30;
THENENCE South 00°03'07" West along the East line of said NE1/4 a distance of 2241.11 feet to the Northeast corner of the City of Thornton parcel as described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and to the POINT OF BEGINNING;

The following Seventeen (17) courses are following the South bank of Lee Lake along the Northerly lines of the City of Thornton parcel as purportedly described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LSI# 19606 (James Thomas Jones) and LSI# 30109 (Robert B. Michelson):

THENENCE South 87°30'54" West a distance of 115.38 feet;
THENENCE North 77°15'50" West a distance of 103.95 feet;
THENENCE North 79°25'26" West a distance of 247.74 feet;
THENENCE North 26°55'49" West a distance of 100.12 feet;
THENENCE North 11°58'40" East a distance of 100.68 feet;
THENENCE North 43°16'04" East a distance of 161.50 feet;
THENENCE North 29°21'11" West a distance of 150.02 feet;
THENENCE North 74°22'09" West a distance of 86.04 feet;
THENENCE South 67°51'50" West a distance of 43.73 feet;
THENENCE South 51°51'47" West a distance of 160.80 feet;
THENENCE South 58°00'25" West a distance of 134.58 feet;
THENENCE East 61°26'49" West a distance of 124.54 feet;
THENENCE East 42°07'17" West a distance of 160.47 feet;
THENENCE East 60°37'09" West a distance of 128.94 feet;
THENENCE East 82°59'31" West a distance of 129.82 feet;
THENENCE East 37°41'04" West a distance of 134.21 feet;
THENENCE South 83°10'07" West along the South Bank of Lee Lake a distance of 376.84 feet;

The following Three (3) courses are continuing along the Northerly lines of the City of Thornton parcel as purportedly described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LSI# 19606 (James Thomas Jones) and LSI# 30109 (Robert B. Michelson) but have departed from the South Bank of Lee Lake:

THENENCE North 23°06'26" East a distance of 442.41 feet;
THENENCE North 37°18'36" East a distance of 305.03 feet;
THENENCE North 80°11'32" West a distance of 85.54 feet to a point approximately 2 feet Southerly of a concrete irrigation ditch;

The following Fifty-Two (52) courses are continuing along the Northerly lines of the City of Thornton parcel as purportedly described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LSI# 19606 (James Thomas Jones) and LSI# 30109 (Robert B. Michelson) as well as following along lines approximately 2 feet Southerly of an existing concrete irrigation ditch:

THENENCE South 79°10'31" West a distance of 128.10 feet;
THENENCE South 84°37'42" West a distance of 113.98 feet;
THENENCE South 76°53'09" West a distance of 34.73 feet;
THENENCE South 57°30'44" West a distance of 62.54 feet;
THENENCE South 53°26'27" West a distance of 183.50 feet;
THENENCE South 43°44'22" West a distance of 30.57 feet;
THENENCE South 34°18'39" West a distance of 66.49 feet;
THENENCE South 31°10'13" West a distance of 123.54 feet;
THENENCE South 38°03'05" West a distance of 206.94 feet;
THENCE South 31°08'12" West a distance of 108.10 feet
THENCE South 42°12'45" West a distance of 35.04 feet;
THENCE South 29°37'00" West a distance of 37.71 feet;
THENCE South 24°44'44" West a distance of 55.02 feet;
THENCE South 28°59'04" West a distance of 48.90 feet;
THENCE South 46°09'32" West a distance of 54.33 feet;
THENCE South 53°45'47" West a distance of 57.62 feet;
THENCE South 46°18'09" West a distance of 57.84 feet;
THENCE South 43°04'12" West a distance of 71.97 feet;
THENCE South 48°26'17" West a distance of 41.78 feet;
THENCE South 57°34'17" West a distance of 36.77 feet;
THENCE South 82°41'18" West a distance of 71.39 feet;
THENCE South 44°09'32" West a distance of 102.70 feet;
THENCE South 45°13'39" West a distance of 96.91 feet;
THENCE South 32°21'09" East a distance of 46.93 feet;
THENCE South 25°24'28" East a distance of 52.91 feet;
THENCE South 19°02'31" East a distance of 52.37 feet;
THENCE South 66°20'38" East a distance of 27.23 feet;
THENCE South 04°22'43" East a distance of 48.08 feet;
THENCE South 17°45'42" East a distance of 33.46 feet;
THENCE South 46°47'49" East a distance of 35.95 feet;
THENCE South 66°23'34" East a distance of 49.92 feet;
THENCE South 78°05'37" East a distance of 101.45 feet;
THENCE South 62°16'56" East a distance of 83.53 feet;
THENCE South 28°47'38" East a distance of 62.76 feet;
THENCE South 45°13'45" East a distance of 35.66 feet;
THENCE South 29°09'14" East a distance of 42.39 feet;
THENCE South 22°21'32" East a distance of 56.28 feet;
THENCE South 16°59'55" East a distance of 88.82 feet;
THENCE South 09°24'45" East a distance of 120.55 feet;
THENCE South 18°59'24" East a distance of 51.50 feet;
THENCE South 28°49'11" East a distance of 65.39 feet;
THENCE South 39°49'47" East a distance of 51.39 feet;
THENCE South 48°47'58" East a distance of 36.49 feet;
THENCE South 67°53'35" East a distance of 56.88 feet;
THENCE South 77°35'16" East a distance of 71.03 feet;
THENCE South 88°28'30" East a distance of 63.70 feet;
THENCE North 78°04'55" West a distance of 45.50 feet;
THENCE North 70°19'11" West a distance of 139.00 feet;
THENCE North 67°06'33" West a distance of 35.04 feet;
THENCE North 88°08'48" West a distance of 28.89 feet;
THENCE North 29°09'22" West a distance of 43.58 feet;
THENCE North 60°16'46" West a distance of 600.07 feet to the East line of the Boekel Annexation 4 to the Town of Timnath;
THENCE North 00°09'55" West along said East line a distance of 12.82 feet to an existing fence line;
THENCE South 59°41'10" South along an existing fence line a distance of 524.95 feet to a Southerly line of that parcel of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3795760 of the Records of Weld County;

The following Eleven (11) courses are following along the Southerly line of that parcel of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3795760 of the Records of Weld County:

THENCE North 82°37'13" East a distance of 99.65 feet;
THENCE South 70°43'47" East a distance of 173.00 feet;
THENCE North 81°27'13" East a distance of 95.70 feet;
THENCE North 68°03'15" East a distance of 64.28 feet;
THENCE North 36°18'15" East a distance of 129.04 feet;
THENCE North 09°41'15" East a distance of 242.37 feet;
THENCE North 28°49'15" East a distance of 101.83 feet;
THENCE North 43°51'15" East a distance of 115.03 feet;
THENCE North 69°15'15" East a distance of 116.53 feet;
THENCE North 75°34'15" East a distance of 159.24 feet;
THENCE North 04°38'15" East a distance of 66.08 feet to the Northerly edge of an existing concrete ditch;

The following Eight (8) courses are generally following along the Northerly edge of an existing concrete ditch:

THENCE North 09°24'49" West a distance of 79.00 feet;
THENCE North 36°23'54" West a distance of 115.00 feet;
THENCE North 47°07'09" West a distance of 150.00 feet;
THENCE North 50°40'22" East a distance of 476.00 feet;
THENCE North 28°13'05" East a distance of 115.00 feet;
THENCE North 45°36'27" East a distance of 200.00 feet;
THENCE North 34°31'07" East a distance of 330.00 feet;
THENCE North 54°53'38" East a distance of 300.00 feet;
THENCE North 84°54'44" East departing from the Northerly edge of said existing concrete ditch a distance of 300.00 feet to a Southerly line of said parcel of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3755760 of the Records of Weld County;
THENCE South 69°20'11" East along said Southerly line a distance of 78.80 feet;
THENCE North 85°22'40" East departing from said Southerly line and on a course crossing Lee Lake a distance of 1430.55 feet to the East line of said Northeast Quarter of Section 30;
THENCE South 00°03'07" West along said East line a distance of 813.05 feet to the East Quarter Corner of said Section 30 and to the POINT OF BEGINNING;

TOTAL ANNEXED AREA for the Buffalo Creek Annexation No. 6 is 813,680 Square feet or 18.680 acres, more or less (±).
EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY OWNED BY PETITIONER

A parcel of land being a portion of the North Half and a portion of the Southwest Quarter of Section Thirty (30), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northwest Corner of said Section 30 and assuming the North line of the Northwest Quarter of said Section 30 as bearing North 86°03'46" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2381.46 feet with all other bearings contained herein relative thereto:

THENCE South 47°03'04" East a distance of 41.10 feet to the intersection of the East line of the Hackel Annexation 4 to the Town of Timnath, an annexation plat recorded September 5, 2007 as Reception No. 200700675915 of the Records of Larimer County and to a line parallel with and 30.00 feet South of, as measured at a right angle to the North line of the Northwest Quarter of said Section 30 and said point being the POINT OF BEGINNING;

THENCE North 86°03'46" East along said parallel line a distance of 2355.38 feet;
THENCE North 86°03'46" East along a line parallel with and 30.00 feet Northerly of, as measured at a right angle to the South line of the Northeast Quarter of said Section 30 a distance of 1156.02 feet to the intersection of the Westerly line of Lot A of Recorded Exemption No. 0705-30-1 RE-3977 and a line parallel with and 30.00 feet Southerly of the North line of the Northeast Quarter of said Section 30;

The following Three (3) courses are along the Westerly and Southerly lines of Recorded Exemption No. 0705-30-1 RE-3977 recorded May 31, 2006 as Reception No. 3392496 of the Records of Weld County:

THENCE South 55°51'30" East a distance of 124.35 feet;
THENCE South 54°01'00" East a distance of 336.11 feet to the most Southerly corner of Lot A of said RE-3977;
THENCE North 89°22'11" East along the Southerly line of Lot B of said RE-3977 a distance of 33.52 feet to the Northeasternly line of that parcel of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3795760 of the Records of Weld County;
THENCE South 56°04'53" East along said Northeasternly line a distance of 981.73 feet to the East line of the Northeast Quarter of said Section 30;
THENCE South 00°03'07" West along the East line of the Northeast Quarter of said Section 30 a distance of 1312.05 feet to the Northeast corner of the City of Thornton parcel as described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County;
The following Seventeen (17) courses are following the South bank of Lee Lake along the Northerly lines of the City of Thornton parcel as conveyed in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR. Engineering Surveyors LS# 19606 (James Thomas Jones) and LS# 30109 (Robert B. Michelson):

THENCE South 87°30'54" West a distance of 115.58 feet;
THENCE North 77°16'50" West a distance of 103.95 feet;
THENCE North 79°25'26" West a distance of 247.74 feet;
THENCE North 55°55'49" West a distance of 100.12 feet;
THENCE North 11°58'40" East a distance of 100.68 feet;
THENCE North 43°16'04" East a distance of 161.50 feet;
THENCE North 26°21'11" West a distance of 130.02 feet;
THENCE North 74°22'09" West a distance of 86.04 feet;
THENCE South 67°31'50" West a distance of 43.73 feet;
THENCE South 51°51'47" West a distance of 160.80 feet;
THENCE South 58°00'25" West a distance of 134.58 feet;
THENCE South 61°26'45" West a distance of 124.54 feet;
THENCE South 42°07'17" West a distance of 160.47 feet;
THENCE South 66°37'09" West a distance of 128.84 feet;
THENCE South 82°19'31" West a distance of 129.82 feet;
THENCE South 37°41'04" West a distance of 134.21 feet;
THENCE South 82°10'07" West along the South Bank of Lee Lake a distance of 376.84 feet;
The following Three (3) courses are continuing along the Northerly lines of the City of Thornton parcel as conveyed in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR. Engineering Surveyors LS# 19606 (James Thomas Jones) and LS# 30109 (Robert B. Michelson) but have departed from the South Bank of Lee Lake:

THENCE North 23°06'28" East a distance of 442.41 feet;
THENCE North 37°38'36" East a distance of 208.03 feet;
THENCE North 80°51'32" West a distance of 85.54 feet to a point approximately 2 feet Southerly of a concrete irrigation ditch;

The following Fifty-Two (52) courses are continuing along the Northerly lines of the City of Thoneman parcel as conveyed in the Quit Claim Deed recorded February 15, 2001 as Reception No. 383615 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LSS 1906 (James Thomas Jenko) and LSS 30109 (Robert B. Michelson) as well as following along lines approximately 2 feet Southerly of an existing concrete irrigation ditch:

THENCE South 79°50'31" West a distance of 128.10 feet;
THENCE South 84°37'42" West a distance of 113.98 feet;
THENCE South 76°53'09" West a distance of 38.73 feet;
THENCE South 57°30'44" West a distance of 62.54 feet;
THENCE South 53°26'27" West a distance of 185.50 feet;
THENCE South 45°44'52" West a distance of 30.57 feet;
THENCE South 34°18'59" West a distance of 56.49 feet;
THENCE South 31°10'13" West a distance of 123.54 feet;
THENCE South 38°03'05" West a distance of 206.94 feet;
THENCE South 51°08'12" West a distance of 104.10 feet;
THENCE South 42°12'45" West a distance of 35.04 feet;
THENCE South 29°37'00" West a distance of 37.71 feet;
THENCE South 24°44'44" West a distance of 53.01 feet;
THENCE South 29°59'04" West a distance of 48.90 feet;
THENCE South 46°09'32" West a distance of 54.33 feet;
THENCE South 53°45'47" West a distance of 57.62 feet;
THENCE South 46°38'09" West a distance of 57.84 feet;
THENCE South 43°04'12" West a distance of 71.97 feet;
THENCE South 48°26'17" West a distance of 41.78 feet;
THENCE South 57°34'17" West a distance of 36.77 feet;
THENCE South 62°41'11" West a distance of 71.30 feet;
THENCE South 44°09'32" West a distance of 102.70 feet;
THENCE South 45°13'39" West a distance of 96.91 feet;
THENCE South 52°31'09" East a distance of 46.93 feet;
THENCE South 25°24'28" East a distance of 52.91 feet;
THENCE South 19°02'31" East a distance of 53.87 feet;
THENCE South 06°20'38" East a distance of 27.23 feet;
THENCE South 04°02'43" East a distance of 48.08 feet;
THENCE South 17°45'42" East a distance of 33.46 feet;
THENCE South 46°47'49" East a distance of 35.95 feet;
THENCE South 66°23'34" East a distance of 49.92 feet;
THENCE South 78°06'37" West a distance of 101.45 feet;
THENCE South 62°16'56" West a distance of 83.53 feet;
THENCE South 58°47'38" West a distance of 62.76 feet;
THENCE South 42°13'43" West a distance of 35.66 feet;
THENCE South 29°09'14" West a distance of 42.39 feet;
THENCE South 22°21'32" West a distance of 56.28 feet;
THENCE South 16°39'35" West a distance of 88.82 feet;
THENCE South 09°24'45" West a distance of 120.55 feet;
THENCE South 18°59'24" West a distance of 51.50 feet;
THENCE South 28°49'11" West a distance of 65.39 feet;
THENCE South 39°49'47" West a distance of 51.39 feet;
THENCE South 48°47'58" West a distance of 36.49 feet;
THENCE South 67°53'55" West a distance of 566.88 feet;
THENCE South 77°35'16" West a distance of 71.03 feet;
THENCE South 88°28'30" West a distance of 63.70 feet;
THENCE North 78°04'55" West a distance of 45.90 feet;
THENCE North 70°19'11" West a distance of 139.00 feet;
THENCE North 76°08'33" West a distance of 35.84 feet;
THENCE South 88°08'49" West a distance of 28.89 feet;
THENCE South 24°09'23" West a distance of 43.98 feet;
THENCE North 60°16'46" West a distance of 800.07 feet to the East line of the Boekel Annexation 4 to the Town of Timnath;
THENCE North 100°09'55" West along the Easewly line of the Boekel Annexation 4 to the Town of Timnath a distance of 2377.23 feet to the POINT OF BEGINNING;

Said described parcel of land contains 270.055 acres, more or less (±).
Exhibit C

TOWN OF SEVERANCE, COLORADO

NOTICE OF PUBLIC HEARINGS FOR A PROJECT
Buffalo Creek Annexation Zoning and Concept Plan

PUBLIC NOTICE IS HEREBY GIVEN of a public hearing before the Severance Planning Commission on May 18, 2016 and the Board of Trustees on June 8, 2016 at the following time and place:

6:00 P.M.
Severance Administration Building
3 S. Timber Ridge Parkway
Severance, Colorado

This hearing is for the purpose of taking public comment on a proposed annexation, zoning to sub-urban perimeter and review of a concept plan in accordance with the requirements of the Severance Municipal Code Chapter 18 on a property described in Exhibit A1-AS and Exhibit B.

GIVEN AND POSTED this DATE.
EXHIBIT C

(Severance Ordinance)
TOWN OF SEVERANCE

ORDINANCE NO. 2016-02

THE TOWN OF SEVERANCE ANNEXING PROPERTY KNOWN AS THE BUFFALO CREEK ANNEXATION TO THE TOWN OF SEVERANCE, COLORADO

WHEREAS Resolution 2016-07R finding substantial compliance pursuant to C.R.S. Section 31-12-107 of the petition for annexation for certain property known as "Buffalo Creek Annexation" as more particularly described in Exhibit A attached hereto (the "Property") and initiating annexation proceedings for the Property has heretofore been adopted by the Board of Trustees of the Town of Severance, Colorado, which is referred to herein as the "Board;" and

WHEREAS the Board has by Resolution determined that the Property is eligible for annexation under local ordinances, section 30 of article II of the state constitution and C.R.S. Sections 31-12-104 and 105, and has made the findings set forth in C.R.S. Section 32-12-110;

WHEREAS the Board does hereby find and determine that it is in the best interests of the Town to annex the Property to the Town; and

WHEREAS the Board has considered, and does hereby find and determine that it is in the best interests of the Town to enter into an Annexation Agreement with the annexor relating to certain rights and obligations of the annexor and the Town with respect to the annexation and development of the Property.

NOW THEREFORE, BB IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SEVERANCE, COLORADO AS FOLLOWS:

Section 1. That the Property be, and hereby is, annexed to the Town of Severance and made a part of said Town, to be known as the Buffalo Creek Annexation.

Section 2. That the Board hereby approves the Annexation Agreement for the Property in the form presented to and previously reviewed by the Board (subject to minor substantive revisions as may be approved by the Town Attorney) and hereby authorizes the Mayor to execute and deliver the Annexation Agreement on behalf of the Town.

Section 3. That in annexing the Property to the Town, the Town does not assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets, or any other services, utilities, or infrastructure in connection with the Property hereby annexed except as may be provided by the ordinances of the Town or by specific Annexation Agreement with the annexor.

Section 4. Effective Date: The effective date of this ordinance shall be the later of the effective date of the Annexation of Buffalo Creek and thirty days after publication of this ordinance.

PASSED, ADOPTED AND APPROVED THIS 6th day of June, 2016.

TOWN OF SEVERANCE

Donald R. Brookshire, Mayor

ATTEST:

Betty Mauch, Town Clerk

EXHIBIT C
EXHIBIT A
Legal Description of the Property

A parcel of land being a portion of the North Half and a portion of the Southwest Quarter of Section Thirty (30), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northwest Corner of said Section 30 and assuming the North line of the Northwest Quarter of said Section 30 as bearing North 86°03'46" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2381.46 feet with all other bearings contained herein relative thereto:

THENCE South 47°03'04" East a distance of 41.10 feet to the intersection of the East line of the Boekel Annexation 4 to the Town of Timnath, an annexation plat recorded September 5, 2007 as Reception No. 20070067935 of the Records of Larimer County and to a line parallel with and 30.00 feet South of, as measured at a right angle to the North line of the Northwest Quarter of said Section 30 and said point being the POINT OF BEGINNING;

THENCE North 86°03'46" East along said parallel line a distance of 2353.38 feet;
THENCE North 86°03'38" East along a line parallel with and 30.00 feet Northerly of, as measured at a right angle to the South line of the Northeast Quarter of said Section 30 a distance of 1194.02 feet to the intersection of the Westerly line of Lot A of Recorded Exemption No. 0705-30-1 RE-3977 and a line parallel with and 30.00 feet Southerly of the North line of the Northeast Quarter of said Section 30;

The following Three (3) courses are along the Westerly and Southerly lines of Recorded Exemption No. 0705-30-1 RE-3977 recorded May 31, 2006 as Reception No. 3392496 of the Records of Weld County;
THENCE South 55°51'30" East a distance of 124.35 feet;
THENCE South 54°01'00" East a distance of 356.11 feet to the most Southerly corner of Lot A of said RE-3977;
THENCE North 89°22'11" East along the Southerly line of Lot B of said RE-3977 a distance of 33.52 feet to the Northeasterly line of that parcel of land described in a Confirmation Deed recorded September 30, 2011 as Reception No. 3795760 of the Records of Weld County;
THENCE South 56°04'58" East along said Northeasterly line a distance of 981.73 feet to the East line of the Northeast Quarter of said Section 30;
THENCE South 00°03'07" West along the East line of the Northeast Quarter of said Section 30 a distance of 1313.05 feet to the Northeast corner of the City of Thornton parcel as described in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County;

The following Seventeen (17) courses are following the South bank of Lee Lake along the Northerly lines of the City of Thornton parcel as conveyed in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LS# 19696 (James Thomas Jones) and LS# 30109 (Robert B. Michelson):

THENCE South 87°30'54" West a distance of 115.58 feet;
THENCE North 77°16'50" West a distance of 103.95 feet;
THENCE North 79°25'26" West a distance of 247.74 feet;
THENCE North 26°55'49" West a distance of 100.12 feet;
THENCE North 11°58'40" East a distance of 100.68 feet;
THENCE North 43°16'04" East a distance of 161.50 feet;
THENCE North 29°21'11" West a distance of 150.02 feet;
THENCE North 74°22'09" West a distance of 86.04 feet;
THENCE South 67°51'50" West a distance of 43.73 feet;
THENCE South 51°51'47" West a distance of 160.80 feet;
THENCE South 58°00'25" West a distance of 134.58 feet;
THENCE South 61°26'49" West a distance of 124.54 feet;
THENCE South 42°07'17" West a distance of 160.47 feet;
THENCE South 60°37'09" West a distance of 128.94 feet;
THENCE South 82°39'31" West a distance of 129.82 feet;
THENCE South 37°41'04" West a distance of 134.21 feet;
THENCE South 83°10'07" West along the South Bank of Lee Lake a distance of 376.84 feet;
The following Three (3) courses are continuing along the Northerly lines of the City of Thornton parcel as conveyed in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LS# 19606 (James Thomas Jones) and LS# 30109 (Robert B. Michelson) but have departed from the South Bank of Lee Lake:
THENCE North 23°06'26" East a distance of 442.41 feet;
THENCE North 37°38'36" East a distance of 208.03 feet;
THENCE North 80°51'32" West a distance of 83.54 feet to a point approximately 2 feet Southerly of a concrete irrigation ditch;
The following Fifty-Two (52) courses are continuing along the Northerly lines of the City of Thornton parcel as conveyed in that Quit Claim Deed recorded February 15, 2001 as Reception No. 2826115 of the Records of Weld County and subsequently monumented by JR Engineering Surveyors LS# 19606 (James Thomas Jones) and LS# 30109 (Robert B. Michelson) as well as following along lines approximately 2 feet Southerly of an existing concrete irrigation ditch:
THENCE South 79°50'31" West a distance of 128.10 feet;
THENCE South 84°37'42" West a distance of 113.98 feet;
THENCE South 76°53'09" West a distance of 38.73 feet;
THENCE South 57°30'44" West a distance of 62.54 feet;
THENCE South 53°26'27" West a distance of 185.50 feet;
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THENCE South 31°50'13" West a distance of 123.54 feet;
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THENCE South 42°12'45" West a distance of 35.04 feet;
THENCE South 29°37'00" West a distance of 37.71 feet;
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THENCE South 44°09'32" West a distance of 102.70 feet;
THENCE South 45°13'39" West a distance of 96.91 feet;
THENCE South 32°31'09" East a distance of 46.93 feet;
THENCE South 25°24'28" East a distance of 52.91 feet;
THENCE South 19°02'31" East a distance of 52.37 feet;
THENCE South 06°20'38" East a distance of 27.23 feet;
THENCE South 04°02'43" West a distance of 48.08 feet;
THENCE South 17°45'42" West a distance of 33.46 feet;
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THENCE South 16°39'35" West a distance of 88.82 feet;
THENCE South 09°24'45" West a distance of 120.55 feet;
THENCE South 18°59'24" West a distance of 51.50 feet;
THENCE South 28°49'11" West a distance of 65.39 feet;
THENCE South 39°49'47" West a distance of 51.39 feet;
THENCE South 48°47'58" West a distance of 36.49 feet;
THENCE South 67°53'35" West a distance of 566.88 feet;
THENCE South 77°35'16" West a distance of 71.03 feet;
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THENCE North 78°04'55" West a distance of 45.90 feet;
THENCE North 79°19'11" West a distance of 139.00 feet;
THENCE North 76°06'33" West a distance of 35.04 feet;
THENCE South 88°08'48" West a distance of 28.89 feet;
THENCE South 26°09'22" West a distance of 43.98 feet;
THENCE North 60°16'16" West a distance of 500.07 feet to the East line of the Boekel Annexation 4 to the Town of Timnath;
THENCE North 00°09'55" West along the Easterly line of the Boekel Annexation 4 to the Town of Timnath a distance of 3277.23 feet to the POINT OF BEGINNING;

Said described parcel of land contains 270.055 acres, more or less (±).
EXHIBIT D

(Holloway Petition)
PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF TIMNATH, COLORADO

THE UNDERSIGNED, being "landowners" as defined in C.R.S. § 31-12-103(8), hereby Petition the Town of Timnath, Colorado (the "Town") for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."

2. It is desirable and necessary that the Property be annexed to the Town.

3. The following requirements of C.R.S. § 31-12-104 exist or have been met:
   a. Not less than 1/8th of the perimeter of the Property is contiguous with the Town.
   b. A community of interest exists between the Property and the Town. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the Town.

4. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
   a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
   b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of $200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
   c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
   d. The entire width of all streets and alleys to be included within the area annexed are included;
   e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district; and
   f. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an
easement, or owners of a franchise adjoining a platted street or alley, inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the Town.

5. The annexation of the Property will not have the effect of extending a boundary of the Town more than three miles in any direction from any point of the municipal boundary in the past 12 months.

6. The Petitioners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.

7. The Petitioners request that the Town Council approve the annexation of the Property.

8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(c) and attached as Exhibit B.

9. The Petitioners reserve the right to withdraw this Petition in the event the Property is not zoned in accordance with the Annexation Agreement, if any.

10. This Instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

PETITIONERS:

By:

Mailing Address:

STATE OF COLORADO
COUNTY OF LARIMER

Subscribed and sworn to before me this 15 day of April, 2011, by Edward Hollen and Renee Hollen

Witness my hand and official seal.

My commission expires: 6/8/11

Melissa A. Peters
Notary Public
EXHIBIT A
Legal Description of Property
[Attached]
EXHIBIT A
(Property Description)

PROPERTY DESCRIPTION
HOLLOWAY PROPERTY

Weld County Parcel ID Number: 070519000038

23687-E PT SW4 19 7/67 BEG SW COR OF SEC N1333.63' TO PT WHICH BEARS S1321.4' FROM W4 COR OF SEC N06D24'E 1321.4' S85D04'E 451.57' S03D24'E 290.56'
S06D13'W 135' S45D32'W 556.28' S33D4'W 339.38' S0D15'W 93.23' S06D13'W 446.99'
S06D13'W TO BEG EXC BEG AT PT WHICH IS S1321.4' FROM W4 COR OF SEC
N06D24'E 435' S520' S06D24'W 435' N520' TO BEG (1.32R 10S)

County of Weld
State of Colorado
EXHIBIT B

ANNEXATION BOUNDARY MAP

[Attached]
EXHIBIT E

(Holloway Resolution)
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 40, SERIES 2016

A RESOLUTION APPROVING THE HOLLOWAY ANNEXATION APPLICATION, GENERALLY LOCATED NORTH OF WCR 78 AND EAST OF LATHAM PARKWAY, AND RATIFYING THE ANNEXATION AGREEMENT

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, Ed Holloway (the "Applicant") has submitted an Annexation Application for real property located generally north of WCR 78 and East of Latham Parkway, more particularly described in Exhibit A (legal description) and Exhibit B (Annexation Application) and attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Town of Timnath (the "Town") has received and wishes to approve the Annexation Application with the following conditions:

1) Waive requirements on the Annexation Application including but not limited to the following due to the specific nature of this annexation:
   a) All fees associated with the annexation
   b) The annexation concept plan
   c) The annexation assessment report
   d) Deposit for professional and administrative costs

2) Ratify the Annexation Terms Agreement

WHEREAS, the Town finds it in the best interest of the citizens of the Town to proceed to the Annexation Petition process as defined in Article 10 of the Timnath Land Use Code;

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

Section 1. Approval
The Annexation Application made by the Applicant is approved with conditions listed above.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
EXHIBIT A
Legal Description of Property
[Attached]
EXHIBIT A
(Property Description)

PROPERTY DESCRIPTION
HOLLOWAY PROPERTY

Weld County Parcel ID Number: 070519000038

23687-E PT SW4 19' 7" 67 BEG SW COR OF SEC N1333.63' TO PT WHICH BEARS S1321.4' FROM W4 COR OF SEC N86D24'E 1321.4' S85D04'E 451.57' S03D24'E 290.56'
S86D13'W 135' S45D32'W 556.28' S33D6 W 639.38' S0D15'W 93.23' S86D13'W 446.99'
S86D13'W TO BEG EXC BEG AT PT WHICH IS S1321.4' FROM W4 COR OF SEC
N86D24'E 435' S320' S86D24'W 435' N520' TO BEG (1.32R 10S)

County of Weld
State of Colorado
EXHIBIT B
Annexation Application
[Attached]
# ANNEXATION APPLICATION CHECKLIST

## Pre-Annexation Conference

<table>
<thead>
<tr>
<th>APP</th>
<th>TOWN</th>
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### Is the site within Timnath’s planning area?
- [ ] Yes
- [ ] No

## Preparation of the Annexation

**Please attach the following documents (as appropriate):**

1. [ ] Application and Annexation Fee
2. [ ] Annexation Maps: Map showing exact location of property subject to annexation.
3. [ ] List of known hazards (if present due to the topography, geology, or hydrology of the property).
4. [ ] List of environmental issues
5. [ ] General development concept plan describing the desired use of the property after annexation with appropriate maps.
6. [ ] Outline of any known terms proposed for the Annexation Agreement.
7. [ ] Description of other subjects pertinent to the property that may be included in the annexation agreement between the Town of Timnath and the applicant.
8. [ ] Narrative report, using currently available information, assessing impact of proposed development on the community, services and facilities. This report should detail the possible need for any expansion of those services and facilities and should be one or more paragraphs in length. Please fully explain the needs, concepts and proposed solutions for each of the following:

I (We) certify that I (We) am (are) the lawful owner(s) of the parcel(s) of land affected by this application and hereby consent to this action. I (We) certify that the information and attachments I (We) have submitted are true and correct to the best of my (our) knowledge. In filing this application, I (We) am (are) acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Timnath must be submitted prior to having this application processed.

## Owner(s) signatures:

<table>
<thead>
<tr>
<th>Owner(s)</th>
<th>Print Name:</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Edward Holloway</td>
<td>4/15/16</td>
</tr>
<tr>
<td></td>
<td>Denise C. Holloway</td>
<td>4/15/16</td>
</tr>
</tbody>
</table>
ANNEXATION APPLICATION TECH FORM

Pre-Annexation Conference

Is the site within Timnath's planning area Yes No

Preparation of the Annexation

Please attach the following documents (as appropriate):

1. Application and Annexation Fee
   a. Fill out the Application for Annexation. Sign the original with blue ink. Make four copies of the original.
   b. The application should be signed by 100% of the owners of the property.
   c. Application Fee ($500 + $150 x # of acres, + $2,000 for administrative costs);
      CK#: 234567; Amt: $500
   d. Signed Fee Agreement; CK#: 765432; Amt: $200

2. Annexation Maps: Map showing exact location of property subject to annexation.

3. List of known hazards (if present due to the topography, geology, or hydrology of the property).

4. List of environmental issues

5. General development concept plan describing the desired use of the property after annexation with appropriate maps.

6. Outline of any known terms proposed for the Annexation Agreement.

7. Description of other subjects pertinent to the property that may be included in the annexation agreement between the Town of Timnath and the applicant.

8. Narrative report, using currently available information, assessing impact of proposed development on the community, services and facilities. This report should detail the possible need for any expansion of those services and facilities and should be one or more paragraphs in length. Please fully explain the needs, concepts and proposed solutions for each of the following:
   a. An assessment of the community need for the proposed annexation and land use.
   b. The economic impact of the proposed annexation. This should include an analysis of short-term and long-term revenues to the Town as generated by the development; short and long-term expenses incurred by the Town as a result of the annexation and development, and proposals to mitigate any negative impacts.
   c. Impact on schools including an estimate of the number of students to be generated by the development of the property, capital construction required to educate the students, and proposals to mitigate any negative impacts on schools.
   d. Description of the source(s) of water, both potable and non-potable, and sanitary sewer systems anticipated to serve the property, including a description of any regional facilities that must be constructed or upgraded to serve the development on the property proposed for annexation.
   e. Impact on the existing transportation system including arterial and collector street improvements, interchange improvements and signalization, alternative modes of transportation, etc. and proposals to mitigate any negative impacts on transportation resulting from the proposed annexation and development.
   f. Impact of the proposed development on the existing storm drainage system including historic rainfall drainage patterns, detention and retention areas, storm sewer requirements, discharged irrigation ditches, floodways and floodplains, etc. and proposals to mitigate any negative drainage impacts of the proposed development.
   g. Impact of the proposed development on law enforcement including special security needs, additional officers required, additional equipment requirements to Timnath and proposals to mitigate any negative impact of the proposed development on existing law enforcement services.
   h. Impact of the proposed development on the Poudre Fire Protection Authority including special fire hazards.
fire prevention, fire detection, emergency access, additional equipment requirements, additional manpower requirements, additional fire stations, etc. and proposals to mitigate any negative impact of the proposed development upon the existing fire protection services.

I. Impact of the proposed development on the Town's park and recreation programs and proposals to mitigate any negative impact of the proposed development upon the existing facilities and programs.

J. Impact of the proposed development on the environment of the Town, identifying environmentally sensitive areas, endangered species, significant habitats, etc., and proposals to mitigate any negative impact of the proposed development on the environment of the Town.

K. Projected short and long-term economic development potential (number of jobs created; sales, use and property tax generation; additional utility revenues; development incentives to be offered, etc.) of the proposed development.

L. Address the compatibility of the proposed development with the street master plan, as depicted by the Transportation Map contained in Timnath's Comprehensive Plan, and proposals for mitigating any negative impact of the proposed development on the Town street master plan.

M. Address the compatibility of the proposed development with Timnath's Comprehensive Plan and any plan amendments that may be necessary for the proposed development.

N. Address the compatibility of the proposed development with Timnath's Land Use Code and any deviations in setbacks, space requirements, and permitted uses that may be required for the proposed development.

O. Review existing and adjacent land uses, areas of compatibility or conflict, and possible mitigation measures that may be required for the proposed development.

I (We) certify that I (We) am (are) the lawful owner(s) of the parcel(s) of land affected by this application and hereby consent to this action. I (We) certify that the information and attachments I (We) have submitted are true and correct to the best of my (our) knowledge. In filing this application, I (We) am (are) acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Timnath must be submitted prior to having this application processed.

Owner(s) signatures: [Signature]

Print Name: Edward Holloway

Date: [Date]

File Location: L:\OFFICE INFORMATION\TEMPLATES\APPLICATIONS\WORD DOCUMENTS\ANNEX APPLICATION DOC

Last Saved: 1/18/2016 11:05 AM
Page 2 of 2
ANNEXATION
Petition Instructions

One (1) original and three (3) copies of the following should be delivered to the Town’s Building Department with a completed Land Use Application Form (marked for Petition and, if applicable, for zoning).

Original signatures should be in blue ink.

1. Letter of intent to request annexation to the Town of Timnath, signed by property owner or representative.
2. Executed agreement for payment of development review expenses incurred by the Town.
3. Annexation Agreement *
4. Petition for Annexation.
5. Annexation Map.
   Submit 1, original 24" x 36" and 4, 11" x 17" reductions. Compliant with all technical drawing requirements contained in the Timnath Municipal Code 16-13-7 and signed and sealed by the registered and surveyor or engineer responsible for preparation of the map.
   Submit 1, original 24" x 36", and 4, 11" x 17" reductions. Comply with all technical drawing requirements contained in the Timnath Municipal Code 16-13-5.
7. Auto CAD™ Drawing File (release 12 or higher).
   Submit annexation map(s), concept plan map, existing conditions map & title sheets & all fonts used, on an acceptable form of electronic transfer.
8. Word Processing File
   Submit legal description, annexation impact report & Town Comprehensive Plan Project Summary in acceptable form of electronic transfer.
9. Title Commitment for impacted property
11. Annexation Impact Report, if applicable.
12. Narrative addressing conformance with Town Comprehensive Plan
13. Water Rights Report, including signed warranty deed(s)
   If zoning is requested simultaneously with annexation, attach a completed Rezoning Petition, zoning map of Property, zoning amendment map amending the official zoning map, and the application and recording fees.
16. Letters of Support.
   Attach letters from all special districts servicing, or proposed to service, the area to be annexed.
17. Prior year’s Property Tax Statement for all property to be annexed.

Note: The Town must certify this application is complete and compliant with all submittal requirements or reject it as incomplete. Applicants will be notified of any deficiencies or inadequacies in the materials submitted. Incomplete submissions will not be processed or referred to the Board.

*For additional information regarding Annexation, see Timnath Municipal Code
PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF TIMNATH, COLORADO

THE UNDERSIGNED, being "landowners" as defined in C.R.S. § 31-12-103(6), hereby petition the Town of Timnath, Colorado (the "Town") for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."

2. It is desirable and necessary that the Property be annexed to the Town.

3. The following requirements of C.R.S. § 31-12-104 exist or have been met:
   a. Not less than 1/8th of the perimeter of the Property is contiguous with the Town.
   b. A community of interest exists between the Property and the Town. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the Town.

4. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
   a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
   b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of $200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
   c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
   d. The entire width of all streets and alleys to be included within the area annexed are included;
   e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district; and
   f. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an
easement, or owners of a franchise adjoining a platted street or alley, inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the Town.

5. The annexation of the Property will not have the effect of extending a boundary of the Town more than three miles in any direction from any point of the municipal boundary in the past 12 months.

6. The Petitioners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.

7. The Petitioners request that the Town Council approve the annexation of the Property.

8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(c) and attached as Exhibit B.

9. The Petitioners reserve the right to withdraw this Petition in the event the Property is not zoned in accordance with the Annexation Agreement, if any.

10. This Instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

PETITIONERS:
By: ____________________________

Mailing Address: 3872 Taunton Ct.
Limonite, Colo 80537

STATE OF COLORADO
COUNTY OF LARIMER

Subscribed and sworn to before me this 15th day of April, 2016, by
Edward Holloway and Renee Holloway

Witness my hand and official seal.

My commission expires: 8/8/11

[Signature]
Notary Public

[Notary Public Seal]
EXHIBIT F

(Brandt Petition)
PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF TIMNATH, COLORADO

THE UNDERSIGNED, being "landowners" as defined in C.R.S. § 31-12-103(6), hereby Petition the Town of Timnath, Colorado (the "Town") for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."

2. It is desirable and necessary that the Property be annexed to the Town.

3. The following requirements of C.R.S. § 31-12-104 exist or have been met:
   a. Not less than 1/6th of the perimeter of the Property is contiguous with the Town.
   b. A community of interest exists between the Property and the Town. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the Town.

4. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
   a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
   b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of $200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
   c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
   d. The entire width of all streets and alleys to be included within the area annexed are included;
   e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district; and
   f. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an

EXHIBIT F
easement, or owners of a franchise adjoining a platted street or alley, inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the Town.

5. The annexation of the Property will not have the effect of extending a boundary of the Town more than three miles in any direction from any point of the municipal boundary in the past 12 months.

6. The Petitioners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.

7. The Petitioners request that the Town Council approve the annexation of the Property.

8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached as Exhibit B.

9. The Petitioners reserve the right to withdraw this Petition in the event the Property is not zoned in accordance with the Annexation Agreement, if any.

10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

PETITIONERS:

By: James W. and Joyce E. Brandt

Mailing Address: 6639 W. Care 78
Windsor, CO 80550

STATE OF COLORADO
COUNTY OF WELD

Subscribed and sworn to before me this 10th day of June, 2016, by James and Joyce Brandt

Witness my hand and official seal.

My commission expires: June 10, 2017

[Signature]
Notary Public
EXHIBIT A

LEGAL DESCRIPTION OF
PROPERTY PROPOSED FOR ANNEXATION

Subdivision Exemption No. SE-970 Recorded May 9, 2013 at Reception No. 3060862
being a part of the southeast ¼ of Section Nineteen (19), Township Seven North (T.7N.)
Range Sixty-Seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of
Weld, State of Colorado.
EXHIBIT B

ANNEXATION BOUNDARY MAP

[Attached]
EXHIBIT G

(Brandt Resolution)
TOWN OF TIMNATH, COLORADO

RESOLUTION NO. 51, SERIES 2016

A RESOLUTION RATIFYING THE TERMS OF ANNEXATION AGREEMENT FOR THE BRANDT PROPERTY

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

WHEREAS, the Town desires to annex real property, consisting of approximately 6.7 acres located at 6539 County Road 78, in Weld County, Colorado, as further described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Town and James W. and Joyce E. Brandt (the "Property Owners") desire to enter into a Terms of Annexation Agreement in order to provide mutual assurances and facilitate annexation of the Property (the "Terms of Annexation Agreement"); and

WHEREAS, the Town Council is familiar with the Terms of Annexation 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 Terms of Annexation Agreement is hereby approved in the form as attached hereto.

Section 2. Ratification

The Execution of the Terms of Annexation Agreement or other actions whatsoever conducted by the Town are hereby affirmed, ratified and made effective as of the date of the Terms of Annexation Agreement.
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 28, 2016,

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, Town Clerk
EXHIBIT H

(Holloway Overlap Area Legal Description)
Holloway Overlap Area

LEGAL DESCRIPTION - OVERLAP AREA HOLLOWAY PROPERTY

A PARCEL OF LAND IN THE SOUTH HALF OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE SOUTHWEST CORNER OF THE SOUTHWEST CORNER OF THE

COMMISSING AT THE SOUTHWEST CORNER OF SAID SECTION 10,
THENCE ON THE SOUTHWEST CORNER OF SAID SECTION 10 25° 46' 30" E A DISTANCE OF 440.34 FEET TO A POINT
ON THE EAST POINT OF WAY LINE FOR COUNTY ROAD 13 AND THE EAST LINE OF RICHEL HOLLOWAY
AS RECORDED AT THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER UNDER RECORDER
NUMBER 238988 AND THE POINT OF BEGINNING.
THENCE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1000 FEET, AN
ARC LENGTH OF 87.76 FEET, A CENTRAL ANGLE OF 21° 39' 12"
THENCE ON SAID LAW 189° 25' 46" E A DISTANCE OF 378.83 FEET;
THENCE 500' 28" W A DISTANCE OF 37.03 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.284 ACRES (12,381 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL
RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT G
EXHIBIT I

(Brandt Overlap Area Legal Description)
LEGAL DESCRIPTION - OVERLAP AREA BRANDT PROPERTY

A PARCEL OF LAND IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19;

HENCE ON THE SOUTH LINE OF SAID SECTION NAD83 x 2° 21'31" W, A DISTANCE OF 30.06 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE FOR COUNTY ROAD 13 AND THE EAST LINE OF INTERSECTION #5 AS RECORDED AT THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER UNDER RECEPTION NUMBER 301988 AND THE POINT OF BEGINNING;

THENCE ON SAID SOUTH LINE OF SECTION 19 NAD83 x 2° 21'31" W, A DISTANCE OF 410.36 FEET TO A POINT ON A NON-TANGENT CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1800 FEET, AN ARC LENGTH OF 61.78 FEET, A CENTRAL ANGLE OF 2° 21'31", AND A CHORD THAT BEARS N60°56'00" W, A DISTANCE OF 63.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY FOR WELD COUNTY ROAD 13;

THENCE ON S3°08'35" E, A DISTANCE OF 225.67 FEET,

THENCE S0°53'35" E, A DISTANCE OF 30.06 FEET;

THENCE S0°23'14" W, A DISTANCE OF 2500 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY FOR SAID ROAD;

THENCE ON SAID RIGHT OF WAY S80°22'46" W, A DISTANCE OF 2707.30 FEET;

THENCE N25°41'44" E, A DISTANCE OF 30.06 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3.477 ACRES (1482.23 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL ROADS OF WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.
EXHIBIT J

(Annexation Election Petition)
DISTRIBUTION COURT, WELD COUNTY, COLORADO  
901 9th Avenue, P.O. Box 2038  
Greeley, CO 80632  
(970) 475-2400

| Petitioner: |  
| TOWN OF TIMNATH, a Colorado home rule municipality. |  
| v. |  
| Respondent: |  
| TOWN OF SEVERANCE, a Colorado statutory town. |  

| Attorneys for Petitioner TOWN OF TIMNATH: |  
| Name(s): | Martha L. Fitzgerald, #14078  
| | Carolynne C. White, #23437  
| | Abby L. Kirkbride, #46403 |  
| Address: | BROWNSTEIN HYATT FARBER SCHRECK, LLP  
| | 410 Seventeenth Street, Suite 2200  
| | Denver, CO 80202-4432 |  
| Phone Number: | 303.223.1100 |  
| FAX Number: | 303.223.1111 |  
| E-mail: | mfitzgerald@bhfs.com |  

DISTRIBUTION COURT CIVIL (CV) CASE COVER SHEET  
FOR Initial PLEADING OF COMPLAINT, COUNTERCLAIM,  
CROSS-CLAIM OR THIRD PARTY COMPLAINT

1. This cover sheet shall be filed with each pleading containing an initial claim for relief in every district court civil (CV) case, and shall be served on all parties along with the pleading. It shall not be filed in Domestic Relations (DR), Probate (PR), Water (CW), Juvenile (JA, JR, JD, JV), or Mental Health (MH) cases. Failure to file this cover sheet is not a jurisdictional defect in the pleading but may result in a clerk’s show cause order requiring its filing.

2. Check one of the following:

☒ This case is governed by C.R.C.P. 16.1 because:

- The case is not a class action, domestic relations case, mental health case, probate case,  
  water law case, forcible entry and detainer, C.R.C.P. 106, C.R.C.P. 120, or other similar  
  expedited proceeding; AND
- A monetary judgment over $100,000 is not sought by any party against any other single party. This amount includes attorney fees, penalties, and punitive damages; it excludes interest and costs, as well as the value of any equitable relief sought.

☐ This case is not governed by C.R.C.P. 16.1 because (check ALL boxes that apply):
   ☐ The case is a class action, domestic relations case, juvenile case, mental health case, probate case, water law case, forcible entry and detainer, Rule 106, Rule 120, or other similar expedited proceeding.
   ☐ A monetary judgment over $100,000 is sought by any party against any other single party. This amount includes attorney fees, penalties, and punitive damages; it excludes interest and costs, as well as the value of any equitable relief sought.
   ☐ Another party has previously indicated in a Case Cover Sheet that the simplified procedure under C.R.C.P. 16.1 does not apply to the case.

**NOTE:** In any case to which C.R.C.P. 16.1 does not apply, the parties may elect to use the simplified procedure by separately filing a Stipulation to be governed by the rule within 49 days of the at-issue date. See C.R.C.P. 16.1(3). In any case to which C.R.C.P. 16.1 applies, the parties may opt out of the rule by separately filing a Notice to Elect Exclusion (JDF 602) within 35 days of the at-issue date. See C.R.C.P. 16.1(d).

☐ A Stipulation or Notice with respect to C.R.C.P. 16.1 has been separately filed with the Court, indicating:
   ☐ C.R.C.P. 16.1 applies to this case.
   ☐ C.R.C.P. 16.1 does not apply to this case.

☐ This party makes a **Jury Demand** at this time and pays the requisite fee. See C.R.C.P. 38. (Checking this box is optional.)

Date:   June 9, 2016   s/ Abby L. Kirkbride
Abby L. Kirkbride, #46403

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