TOWN OF TIMNATH  
TOWN COUNCIL  
Tuesday, April 14, 2015, at 6:00 p.m.  
Meeting will be held at Timnath Administration Building,  
4800 Goodman Street, Timnath, Colorado

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

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

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

4. CONSENT AGENDA  
a. Approval of the March 24, 2015, Town Council Meeting Minutes  
b. Approval of the Check Register

5. REPORTS  
a. Mayor and Council

6. ORDER OF BUSINESS:  
a. SWEAR IN NEW OFFICER  
Presented by Sherri Wagner, Police Chief

b. DISCUSSION/POSSIBLE ACTION: Appoint Planning Commissioners  
Presented by Matt Blakely, Contracted Town Planner

c. DISCUSSION/POSSIBLE ACTION: Park Budget  
Presented by Matt Blakely, Contracted Town Planner

d. DISCUSSION/POSSIBLE ACTION: Credit Card Payment Administrative Fees  
Presented by April Getchius, Town Manager

e. ORDINANCE NO. 4, SERIES 2015, FIRST READING, An Ordinance Approving the Town of Timnath Employee Handbook and set a Public Hearing on April 28, 2015, at 6:00 p.m.  
Presented by April Getchius, Town Manager

f. ORDINANCE NO. 5, SERIES 2015, FIRST READING, An Ordinance Amending the Town of Timnath Land Use Code Section 16.2.7.h.i. and set a Public Hearing on April 28, 2015, at 6:00 p.m.  
Presented by Matt Blakely, Contracted Town Planner
g. **RESOLUTION NO. 22, SERIES 2015**, A Resolution Approving Ratification of a Memorandum of Understanding Between the Town of Timnath and Timnath Police Department with the Larimer County Sheriff’s Office for Extra Duty Work and set a Public Hearing on April 28, 2015, at 6:00 p.m.
   Presented by Sherri Wagner, Police Chief

h. **RESOLUTION NO. 23, SERIES 2015**, A Resolution Approving the Memorandum of Understanding between the Town of Timnath, South Fort Collins Sanitation District, Timnath Ranch, LLC, Harmony, LLC, Timnath Farms Investments, LLC, CAC Timnath, LLC, and Riverbend Ventures, LLC
   Presented by Don Taranto, Contracted Town Engineer

i. **RESOLUTION NO. 24, SERIES 2015**, A Resolution Approving the Change Order #17 to the “Old Town Timnath, Improvement Project – Phase 2B (South Town Lateral) Contract with Gerrard Excavating, Inc.
   Presented by Don Taranto, Contracted Town Engineer

j. **RESOLUTION NO. 25, SERIES 2015**, A Resolution Approving the Oil and Gas Lease with Cimmaron Resources
   Presented by Robert Rogers, Contracted Town Attorney

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

7. **ADJOURNMENT**
Town of Timnath
Regular Meeting Minutes
March 24, 2015
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 Grossman-Belisle called to order the meeting of the Town Council on Tuesday, March 24, 2015, at 6:04 p.m.
   a. Mayor Jill Grossman-Belisle
   b. Councilmember Bill Neal
   c. Councilmember Aaron Pearson
   d. Councilmember Bryan Voronin

   Absent
   a. Councilmember Paul Steinway

Also Present:
   a. April Getchius, Town Manager
   b. Robert Rogers, Contracted Town Attorney
   c. Don Taranto, Contracted Town Engineer
   d. Matt Blakely, Contracted Town Planner
   e. Brian Williamson, Contracted Town Planner
   f. Kevin Koelbel, Contracted Town Planner
   g. Tom Brinkman
   h. Rich Roberts, Timnath Resident
   i. Marjolene Van de Graff, Town Resident

2. AMENDMENTS TO THE AGENDA:
   a. NONE

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

4. CONSENT AGENDA:
   a. Approval of the March 10, 2015, Town Council Meeting Minutes
   b. Approval of the Check Register

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. Budget work session in May
   ii. Reschedule the Transportation joint work session
b. Staff-Included in the packet

6. ORDER OF BUSINESS:
a. ORDINANCE NO. 3, SERIES 2015, SECOND READING, PUBLIC HEARING, An Ordinance to Prohibit the Use of Compression Brakes
   Mayor Grossman-Belisle opened the public hearing at 6:07 p.m.

   Public Comments: NONE

   Mayor Grossman-Belisle closed the public hearing at 6:07 p.m.

   Councilmember Neal moved to approve ORDINANCE NO. 3, SERIES 2015, FIRST READING, An Ordinance to Prohibit the Use of Compression Brakes. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

b. RESOLUTION NO. 17, SERIES 2015, A Resolution Approving the Timnath Landings Sketch Plan
   Staff Comments:
   • Mr. Blakely spoke to Council about the proposed resolution.
   • Mr. Brinkman presented Council with the project history, site conditions, parks, trails, open space and lake edge. He further explained the review criteria.

   Town Council Questions and Comments:
   • Councilmember Neal asked what the zoning amendment request was and Mr. Blakely explained that the request was to re-distribute some of the commercial zoning.
   • Councilmember Neal asked if the density was correct for the area and Mr. Blakely confirmed the density to be appropriate.
   • Councilmember Neal asked if the ponds would go dry and Mr. Brinkman stated that the expectation is to have minimal fluctuation in the water levels.
   • Mayor Grossman-Belisle asked about review of the Boxelder Flood Plain and Mr. Brinkman spoke about the research and review completed regarding the flood plain.
   • Mayor Grossman-Belisle asked about the front facing density along Harmony Road and including an esthetically pleasing barrier along the railroad and Harmony Road. Mr. Brinkman addressed the screening concerns and stated that there have been discussions with Omni tracks regarding pedestrian safety.
   • Councilmember Voronin asked for more detail on the lot sizes and Mr. Brinkman explained the square footage and lot sizes.
   • Councilmember Voronin asked about the setbacks along Main Street and Mr. Blakely explained the setbacks.
• Councilmember Pearson asked about the parkway and Mr. Brinkman stated that the plan was to have the parkway built sooner rather than later.
• Councilmember Neal asked if the parkway was originally planned to be completed in full and Mayor Grossman-Belisle stated that 2 lanes could be completed before the total 4 lane width.
• Mayor Grossman-Belisle spoke about working with the developer to complete the parkway.
• Mayor Grossman-Belisle recommended a condition that decorative fencing or wall be installed between the smaller lots and the railroad to soften the visual impact along Harmony Road.

Public Comments:
• Rich Roberts, Timnath Resident, spoke about his concerns regarding transportation management and parkway completion. He stated his opinion about a transportation plan being completed before the development starts and that the parkway needed to be completed before building begins.
• Marjolene Van de Graf, Timnath Resident, spoke about the immediate need for the parkway. She also spoke about the view.
• Mr. Brinkman spoke about a traffic plan already having been completed and he stated his understanding of the need for the parkway. He also spoke about addressing the Main Street view and working with staff for a solution.

Councilmember Neal moved to approve RESOLUTION NO. 17, SERIES 2015, A Resolution Approving the Timnath Landings Sketch Plan with the approved conditions.
Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

c. RESOLUTION NO. 18, SERIES 2015, A Resolution Approving the Interwest Consulting Group Agreement for Harmony Road Phase 3 Design
Staff Comments:
• Mr. Taranto spoke to council about the proposed resolution.

Town Council Questions and Comments:
• Councilmember Neal asked if the road would be widened on the Weld County side and Mr. Taranto stated that Weld County is aware of the need for road widening east of County Road 1.

Councilmember Pearson moved to approve RESOLUTION NO. 18, SERIES 2015, A Resolution Approving the Interwest Consulting Group Agreement for Harmony Road Phase 3 Design. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

d. RESOLUTION NO. 19, SERIES 2015, A Resolution Approving the Comprehensive Plan Amendments
Staff Comments:
• Mr. Blakely spoke to Council about the proposed resolution.

Councilmember Neal moved to approve RESOLUTION NO. 19, SERIES 2015, A Resolution Approving the Comprehensive Plan Amendments. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

e. RESOLUTION NO. 20, SERIES 2015, A Resolution Approving the Preliminary Plat for Riverbend

f. RESOLUTION NO. 21, SERIES 2015, A Resolution Approving the Final Plat for Riverbend

Staff Comments:
• Mr. Blakely spoke to Council about the proposed resolutions.
• Mr. Taranto explained the County Road 3F access and vacation. He further explained the easement maintenance requirements.

Town Council Questions and Comments:
• Councilmember Neal asked if services would continue to the McBride property and it was explained that services would still be received and the address would remain the same.
• Councilmember Voronin asked when the County Road 3F access would be closed off and Mr. Taranto stated that the road closure would be in June.

Public Comments:
• Bev McBride spoke to Council about her property and how the development would affect her property access and services. She also spoke about having the fire signal an operating traffic signal.
• Craig Harrison spoke about possible solutions for the vacation of County Road 3F.

Councilmember Neal moved to approve RESOLUTION NO. 20, SERIES 2015, A Resolution Approving the Preliminary Plat for Riverbend. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

Councilmember Neal moved to approve RESOLUTION NO. 21, SERIES 2015, A Resolution Approving the Final Plat for Riverbend. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

g. EXECUTIVE SESSION: “For the purposes of discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.”

Councilmember Pearson moved to enter into EXECUTIVE SESSION: “For the purposes of discussion regarding positions relative to matters that may be subject to negotiations and
development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.”. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

Council went into executive session at 7:43 pm. The regular meeting reconvened at 8:17 pm.

7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 8:18 p.m. ` Town Council approved the March 24, 2015, at the Town Council Meeting Minutes on April 14, 2015.

TOWN OF TIMNATH

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Jill Grossman-Belisle, Mayor

ATTEST:

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Milissa Peters, Town Clerk
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WHITE, BEAR, ANKELE, PC, ATTORNEYS AT LA

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Total WHITE, BEAR, ANKELE, PC, AT ATTORNEYS AT LA: 83,415.16

Grand Totals: 374,399.02

Dated: ____________________________
Mayor: ____________________________
City Council: _______________________

City Recorder: _______________________

## TOWN COUNCIL COMMUNICATION

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<th>Meeting Date: 04/14/2015</th>
<th>Item: Planning Commissioner Appointment</th>
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### EXECUTIVE SUMMARY:
To reappoint all of the current Commissioners with expiring terms to new terms. Commissioners with expiring terms are Dick Weiderspon, Phil Goldstein, and Alternate Kristie Raymond.

### STAFF RECOMMENDATION:
N/A

### KEY POINTS/SUPPORTING INFORMATION:

All members of the Planning Commission are willing to continue on with their Appointments and staff has no issue with any of the members that would preclude them from continuing their service to the Town.

Pursuant to Section 1, Article IV of the Town of Timnath Planning Commissions Bylaws, the Planning Commission shall elect a Chair and Vice Chair at the first regular meeting in April of each year. The Commissioners preferred to wait until after the re-appointments had been finalized prior to having the elections. The election will take place at the April 21st, 2015 meeting.

### RECOMMENDED MOTION:
I move to approve the reappointment of Dick Weiderspon, Phil Goldstein, and Alternate Kristie Raymond to the Town of Timnath Planning Commission.

### ATTACHMENTS:
N/A
EXECUTIVE SUMMARY:

Town Staff has continued to work on the plans for the Timnath Regional Park located at the northeast intersection of Summerfields Parkway and River Pass Road. Staff has prepared more detailed estimates based on the latest plan for phase 1 improvements. Those improvements are focused to the area north of River Pass Road and east of Summerfields Parkway. Per Town Council direction and the desire to develop as much of the park as possible in this first phase, Town Staff is looking to increase the budget for 2015 in order to make more improvements than were originally contemplated. Staff would like Council to consider reorganizing other Parks and Recreation improvement priorities to increase the budget amount for this project. Staff feels that we can still achieve the budget priorities while reorganizing the dollars.

Staff is also seeking guidance relative to the naming of the certain parks within the Town (specifically Timnath Regional Park and the Poudre Trailhead). Staff would like Council’s input on naming of existing parks as well as an approach for naming of future parks and open spaces.

As part of the first phase improvements for the Regional Park, Staff is requesting input on the structures and playground equipment options. Staff has yet to evaluate the existing barn located on the Riverbend property. Staff will explore ways to integrate portions of this structure.

STAFF RECOMMENDATION:

Staff is seeking direction from Council to continue with the plans for the Timnath Regional Park and to prepare documentation amending the budget to rearrange Parks and Recreation dollars while satisfying the various project budget objectives.

Staff is requesting direction relative to naming existing and planned parks and open space areas within the Town.

Staff is also requesting direction from Council regarding the park structures.

KEY POINTS/SUPPORTING INFORMATION:

Staff has prepared Phase 1 improvements plans to a 75% level and is seeking Council input and direction to continue to 100% construction documents. Staff has prepared drawings that include priority improvements in the first phase of the park (all on the north side of River Pass Road):

1. Access drive and parking
2. Restroom building
3. Play equipment
4. Trails
5. Mount Timnath
6. Landscaping and irrigation
7. Shelter
8. Site lighting and electrical
9. Site furnishings
10. Detention improvements

The current budget for the phase 1 improvements is $1,100,000. Preliminary construction estimates for the Timnath Regional Park phase 1 improvements are in excess of what was originally anticipated for 2015. Those estimates are coming in at between $2,000,000 and $2,500,000. The excess is primarily due to shifting future phase improvements (2016 and beyond) into the 2015 phase. Staff is recommending the following budget amendments to help curb this overage:

Transfer $80,000 from the Poudre Trailhead Park budget – the Town is anticipating grant dollars from GOCO of approximately $70,000 that wasn’t accounted for in the adopted budget. Staff is anticipating that the improvements to the Trailhead will be less than originally budgeted during the grant process. The trailhead configuration has been modified and is more efficiently designed (see attached plans for reference). The remaining 2015 budget will be $170,000.

Transfer $90,000 from the Harmony Bridge Sculpture budget – pending the outcome and direction of the Town’s Visioning Dreambook, Staff is anticipating that the ideas presented will be more economical than originally anticipated. The remaining budget will be $100,000 for design, fabrication, and installation.

Transfer of $250,000 from the Timnath Reservoir/Park budget – Staff will be focusing 2015 effort on master planning and design of improvements at the reservoir. We anticipate that the master planning effort will be approximately $100,000. This will leave $150,000 for construction of improvements in 2015. Those improvements could include picnic areas, boat launch repairs (depending on water level), beach clean-up (also depending on water level), trail improvements, signage, shelter(s), and fencing. The remaining 2015 budget will be $250,000 after the transfer of $250,000.

Transfer of $100,000 from the Wildwing Park budget – for 2015 Staff is planning on landscape improvements as well as some site furnishings (picnic tables and shelters). Staff has been communicating with Storm on minimal improvements in 2015 to enhance the visitor experience. The primary focus of 2015 improvements would be geared toward that end. Staff will need to prepare a master plan for the park prior to starting any significant improvements. Therefore Staff is suggesting that 2015 be focused on smaller, yet impactful improvements while beginning the planning for future improvements. The remaining 2015 budget will be $175,000.

Total transfer amount of $520,000. These transfers result in the Timnath Regional Park budget increasing to $1,620,000. This amount is still short of the $2 – $2.5 million anticipated. To cover the gap, Staff is requesting utilizing dollars from the Park Improvement Fund. These dollars are committed to park improvements of this nature and are projected to be roughly $650,000 at the end of 2015. We would request utilizing $500,000 from the park fund. This additional funding would result in a total of $2,120,000 for the 2015 Phase 1 Timnath Regional Park budget.

During the bidding process Staff will structure the bid package to allow for alternates and the deferral of improvements to future phases to bring the project in under budget.
**ADVANTAGES:**
- Construct more improvements initially
- Construct critical infrastructure improvements in phase one
- Improve the Town’s park level of service

**DISADVANTAGES:**
- Deferral of funds from other projects (although they should be minimally impacted)
- Reduction of Park Improvement Fund

**FINANCIAL IMPACT:**
- Preliminary Construction Estimate of approximately $2,250,000 (bid will be adjusted to bring the project in under the revised budget amount).

**RECOMMENDED MOTION:**
- N/A

**ATTACHMENTS:**
1. Poudre Trailhead Park Plans
2. Timnath Regional Park Rendering, perspectives, play equipment, and structures
**EXECUTIVE SUMMARY:** As the Town continues to grow and evolve, it is important for the Town to provide flexible payment method options. Currently, the Town accepts two types of payment options, check or cash, with checks being the principal method of payment for building permits, sales tax remittances, fines, etc. On a regular basis, the Town receives inquiries on whether the Town accepts credit card payments. With the recent bank transition, Town staff required as part of its proposal process, that any banks submitting a bid be able to provide either directly or through a third-party vendor, the ability for the Town to accept credit card payments. With the initial bank transition services already transitioned (Phase I), Town staff believes it is the appropriate time to begin implementing additional services, including credit card payment services.

**STAFF RECOMMENDATION:** No formal action/approval being requested. Communication intended for discussion purposes only and to answer any questions Council may have.

**KEY POINTS/SUPPORTING INFORMATION:**
As the Town moves forward with implementing this additional service, it is the Town’s intent to recover the merchant fee (i.e., credit card percentage) charged by various credit card providers (e.g., VISA, Master Card, etc.) from the payer in the form of a service fee. Town staff will work with the bank to establish a service fee that will cover the “expense” incurred by the Town for accepting credit card payments. It should be noted that this is a common practice by many governmental entities (i.e., passing on the merchant fee as a service fee).

**ADVANTAGES:**
Provides the Town the opportunity to make various payment options more available, credit card payments being a very common method of payment for many entities and individuals. Additionally, less cash is handled by Town staff which provides for even better internal controls as well as less time spent by staff having to process physical deposits.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** None.

**RECOMMENDED MOTION:** No formal recommendation requested by Council.

**ATTACHMENTS:** None
<table>
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<th>Item: An Ordinance Approving The Town Of Timnath Employee Handbook</th>
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<td>Presented by: April D. Getchius, AICP Town Manager</td>
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**EXECUTIVE SUMMARY:** The Town developed an employee handbook outline policies, benefits and expectations for Town employees. The handbook was approved in 2011 and had not been updated since. The attached draft provides an update that complies with current employment law. Staff worked with the employment attorneys at Mountain States Employer’s Council to create this draft.

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

**KEY POINTS/SUPPORTING INFORMATION:**
- The Employee Handbook has not been updated since 2011 and changes to benefits and law require its update.
- The most significant changes are language that better reflect current employment law. For example, an employer can no longer withhold money from an employee’s last pay check if the employee failed to turn in Town-owned equipment. The employer must take other legal action to recover those costs.
- There was confusing language between the handbook and an ordinance governing vacation accrual. The language in this handbook (page 17) reflects what appeared to be the ordinance’s intent.
- Since the 2011 version of the handbook, additional benefits have been added or changed. Specifically, the Town now offers an employee assistance program, the ICMA-RC retirement program and altered the health insurance coverage. These new items are now included in the handbook.

**ADVANTAGES:** Provides clearer, accurate information to employees on benefits and expectations of the Town of Timnath.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** None.

**RECOMMENDED MOTION:** I move approval of Ordinance No. 4, Series 2015 entitled “An Ordinance Approving The Town Of Timnath Employee Handbook.” And set a public hearing on April 28, 2015, at 6:00 p.m.

**ATTACHMENTS:** 1. Ordinance  
2. Handbook
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 4, SERIES 2015

AN ORDINANCE APPROVING THE
TOWN OF TIMNATH EMPLOYEE HANDBOOK

WHEREAS, The Town of Timnath (the "Town") is a home rule municipality operating under the Timnath Home Rule Charter (the “Charter”) adopted on November 7, 2006 and the Town’s Municipal Code (the “Code”). Pursuant to the Charter, the Code and the authority given home rule municipalities, the Town may adopt and amend ordinances; and

WHEREAS, The Town Council recognizes that it is important to update the Town Employee Handbook from time to time to accurately reflect employee benefits and employer policies;

WHEREAS, The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of public health, welfare, peace, safety and property and that this Ordinance is necessary for the protection of public convenience and welfare.

NOW, THEREFORE, THE COUNCIL OF THE TOWN OF TIMNATH, COLORADO, ORDAINS:

ARTICLE 1 - The Town Council hereby approves the Town of Timnath Employee Handbook dated April 14, 2015.

ARTICLE 2 – SEVERABILITY
If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

ARTICLE 4 – EFFECTIVE DATE
This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, ON APRIL 14, 2015, AND SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON APRIL 28, 2015 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH COLORADO AND ORDERED PUBLISHED BY TITLE THIS 14TH DAY OF APRIL, 2015.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON APRIL 28, 2015.
TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, Town Clerk
TOWN OF TIMNATH

EMPLOYEE HANDBOOK

Final April 14, 2015

4800 Goodman Street
Timnath, Colorado  80547
Telephone: 970.224.3211
Fax: 970.224.3217

This manual supersedes
any prior statements, policies
or guidelines.
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Welcome to the Town of Timnath, Colorado! Established in 1882, we are proud to be a vibrant, historic community and we are glad you have chosen to work with us on behalf of the Town.

You have joined a committed group of public servants who take our responsibilities to the citizens of the Town very seriously. The employees of the Town of Timnath are people who care about our community. We are dedicated to performing our jobs in a professional and ethical manner, and ensuring that our citizens receive the services we provide in a timely and efficient manner, making Timnath a better place to live.
INTRODUCTION

THIS HANDBOOK IS DESIGNED TO ACQUAINT YOU WITH THE ORGANIZATION AND PROVIDE YOU WITH INFORMATION ABOUT WORKING AT THE TOWN OF TIMNATH ("TOWN"). THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CREATE A CONTRACT OF EMPLOYMENT EITHER EXPRESS OR IMPLIED. THE HANDBOOK IS NOT ALL-INCLUSIVE, BUT IS INTENDED TO PROVIDE YOU WITH A SUMMARY OF SOME OF THE ORGANIZATION'S GUIDELINES. THIS EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS. YOUR COPY OF THIS EMPLOYEE HANDBOOK MUST BE RETURNED WHEN YOU LEAVE THE EMPLOYMENT OF THE TOWN.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. IF YOU HAVE QUESTIONS AFTER READING THIS MANUAL, PLEASE TALK TO YOUR IMMEDIATE SUPERVISOR. ALSO, THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK. THE TOWN, THEREFORE, RESERVES THE RIGHT TO INTERPRET OR CHANGE THEM WITHOUT PRIOR NOTICE.

THE TOWN RESERVES THE RIGHT TO THE FINAL INTERPRETATION OF ANY OF THE PUBLISHED OR UNPUBLISHED GUIDELINES OR PRACTICES THAT MAY BE ISSUED FROM TIME TO TIME. AN EMPLOYEE WHO FAILS TO BEHAVE IN A MANNER CONSISTENT WITH THESE GUIDELINES MAY BE SUBJECT TO DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL FROM EMPLOYMENT.
ADMINISTRATION

Definitions

Classification
Employee: Any employee whose position does not have a predetermined ending date or whose predetermined ending date is six months or more from the hiring date. (The existence of a predetermined ending date is only a guideline and does not guarantee employment until that date.)

Temporary Employee: Any employee whose position has a predetermined ending date that is less than six months from the hiring date. (The existence of a predetermined ending date is only a guideline and does not guarantee employment until that date.)

Status
Full-Time Employee (FT): Any employee who is regularly scheduled to work 40 or more hours per week.

Part-Time Employee (PT): Any employee regularly scheduled to work less than 40 hours per week.

Exemption
Exempt: Any employee who is exempt from overtime requirements. Exempt employees will be paid on a salaried basis.

Non-exempt: Any employee who is subject to overtime requirements. Non-exempt employees may be paid either on an hourly or salaried basis.

Equal Employment Opportunity
The Town is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law.

Complaint Procedure
If you believe there has been a violation of the EEO policy or harassment based on the protected classes listed above, including sexual harassment, please use the following complaint procedure. The Town expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

Report the incident to your supervisor or Town Manager. The matter will be investigated and appropriate corrective action taken. Your complaint will be kept as confidential as practicable.

If you prefer not to go to either of these individuals with your complaint, you should report the incident to the Town Attorney.

The Town prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure outlined above.

If the Town determines that an employee’s behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.
Disability and Religious Accommodation
The Town will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to the Town or cause a direct threat to health or safety. Employees needing such accommodation are instructed to contact their supervisor or Town Manager immediately.

Harassment
The Town will not tolerate any form of unlawful harassment (e.g. sexual, racial, ethnic, sexual orientation, religious, national origin, etc.) at work. It also will not tolerate retaliation for opposing harassing behavior, for reporting instances of harassment, or for providing statements or evidence related to alleged harassment.

Harassment may be verbal (epithets, derogatory statements, slurs, innuendo), physical (unwelcome touching, assault, gestures, physical interference with one's work), or visual (posters, drawings, faxes, e-mail). It may involve unwelcome sexual advances or unwelcome invitations to participate in offensive conduct. Harassment may originate from employees, supervisors, officers, customers, or others visiting the Town. In whatever form and from whatever source, it is not allowed.

Reporting Harassment
In some situations, a person may not realize that his or her behavior is inappropriate or unwelcome. Employees who consider any person's behavior to be inconsistent with these guidelines are encouraged (but not required) to tell that person that his or her behavior is considered inappropriate and request that the conduct stop. Persons so told should comply immediately with such requests.

Management must learn of harassment before management can stop it. Thus, every employee who reasonably suspects that harassment has occurred, including every individual who believes that he or she is a victim of harassment, must immediately report the circumstances to the Town Manager or the Town Attorney. Employees should not assume that the Town is already aware of the situation. Employees should not assume that it is someone else's duty to report. Those aware of facts related to the alleged harassment also may be required to provide a written statement that fully describes facts associated with the alleged harassment.

It is important to emphasize that those employees who believe their supervisor is harassing them are not required to report the issue to that supervisor, but may choose to report the information to another manager.

Protection from Retaliation
Supervisors or management may not retaliate against a victim, reporter, or witness of harassment because of his or her report or his or her participation in an investigation into a report of harassment. Any suspicion of retaliation should be reported immediately to the Town Manager or the Town Attorney.

Romantic Relationships
Employees who develop a romantic relationship with another employee are not required to inform the Town unless one of the employees is a supervisor, manager, or a member of the Accounting/Finance Department, in which case both employees are required to report the relationship. When management does become aware (whether through self-reporting or by other means) of a romantic relationship between any two employees, management may require both employees to sign a statement that the relationship is consensual and does not involve any form of harassment. In some cases, if there is a conflict of interest that exists because of the
relationship, one or both of the individuals may be asked to change positions or to resign within 60 days to resolve the conflict. The decision as to which employee resigns will be left to the two employees.

**Hiring**

Ordinarily, vacancies will be posted on the Town website and will be advertised through a designated area newspaper or online job posting website.

Family members, members of the same household, and those with close personal relationships may not be hired to supervise each other, either directly or indirectly. Family members and members of the same household of a Town Council member and those with close personal relationships with Town Council members may also not be hired for a paid position in the Town, to avoid the appearance of a conflict of interest. For the same reason, family members and members of the same household as the employees in Accounting/Finance Department and those with close personal relationships with employees in the Accounting/Finance Department may not be hired in any capacity, whether or not there is a supervisory relationship. Same as above, reword "Family member" is defined as spouse, parent or guardian, child, sibling, grandparent, grandchild, or any relative who is a member of the employee's household. It also includes step-family and in-law relationships that are similar to any listed above.

**Personnel Records**

The Town maintains an employment history file on each employee that contains records important to timely payment of wages and benefits and other matters. Employees should contact the Finance Department whenever a change occurs that affects employment records, such as changes to the following:

1. Name and Social Security Number (original documentation required);
2. Home address and telephone number;
3. Marital status and number of dependents (if the employee has dependent Benefits coverage);
4. Name and phone number of emergency contact;
5. Beneficiary (if the employee has benefits coverage).
6. Driving record or status of driver's license
7. W-4 tax exemptions.

If you want to look at your file or discuss it with someone, contact the Finance Department.
EXPECTATIONS

Performance Expectations

Employees represent the Town to those with whom they come in contact. In fact, the success of our Town government depends upon the quality of its work and the quality of its relationships with the public. Therefore, employees' conduct should always reflect favorably upon both the employee and the Town.

The Town expects from every employee the highest standards of ethics, competence, and service. In working with both external and internal customers employees must show respect for others and keep the public interest in mind at all times. They should be present for work on a regular and punctual basis. They should be competent, honest, and have a positive attitude. They should avoid appearances of impropriety and preserve the confidentiality of sensitive information. They should demonstrate the highest ethical and professional standards.

Employees should become familiar with this manual and any other rules that are distributed, perform the duties in their job description or as assigned by their supervisor, and participate in the Town’s performance appraisal process.

The Town expects its employees to strive to use resources wisely by avoiding wasteful practices, to perform their jobs as efficiently as possible, and to make suggestions about methods that make the Town more productive. Safety is important, and employees should observe safety rules and contribute to a safe and sanitary workplace.

Finally, accuracy and timeliness are important to the effective accomplishment of the Town’s goals. All reports or records must contain accurate and complete information, and all employees must keep those records up-to-date. Employees may not remove any records from Town property without the permission of the Town Manager.

Attendance

The Town expects employees to be at work on a regular and timely basis. Regular attendance is an essential duty of all Town positions. If you need to leave the workplace during the day, you must make sure you have the approval of your supervisor. Scheduled time away from work must be requested in advance.

From time to time, it may be necessary for you to be absent from work on an unscheduled basis. If you are unable to report for work, or if you will arrive late, you must contact your supervisor immediately or no later than one hour before your normal reporting time to ensure eligibility for any type of paid time for that day. If you know in advance that you will need to be absent, you must request this time directly from your supervisor.

When you return to work following time off because of an illness or injury, the Town may require you to obtain a physician's certification that it is safe for you to return to your job duties.
**Town Property**

Every employee will be working with Town equipment, using Town supplies, and handling Town property. We hold this property in trust for the residents of the Town and are responsible for the appropriate use of all Town property. The best rule to follow is to treat Town property with as much care and respect as you would want shown for your own personal property.

**Equipment**

Most equipment is costly and all are designed for a specific purpose. Equipment should not be used for a job it is not designed to handle or perform. You must restore all equipment to good, clean, operating condition when you are finished using it. Always return mobile equipment to the proper storage areas. It is the Town's policy not to loan out tools or equipment for "non-Town" purposes under any circumstances. With the exception of property specifically assigned to the employee, no employee may remove Town property from Town premises or work sites without supervisory authorization.

If you are assigned a specific equipment item, you are individually responsible for its care. All Town property must be signed in or signed out with the department that assigned it and you must report repairs that may be necessary.

**Vehicles**

Employees who are assigned a Town vehicle must always drive with care and obey the law. Seat belts must be worn at all times. Employees who incur any fines, citations, or related penalties as a result of improper operation of a Town-owned vehicle must pay these amounts personally. Please also refer to "Driving on Town Business" later in this section.

**Confidentiality**

It is essential that employees treat non-public information about citizens, as well as non-public information regarding the Town, with absolute confidentiality. The Town has always maintained a strict policy of confidentiality regarding this information, and employees must comply with this policy both during and after employment with the Town.

Employees may not use privileged information gained as a result of their employment for personal gain or benefit, or to benefit friends, relatives, or acquaintances. No employee of the Town may participate in any Town procurement decisions affecting their personal financial interest or those of their immediate family.

Employees may never discuss citizen transactions with anyone who does not work for the Town and may only discuss them with Town employees on a need-to-know basis. Town employees should never be a source of gossip, whether factual or not, regarding citizens' personal plans, police citations or complaints, property values, or other interactions with Town government.

No one is permitted to remove or make copies of any Town record, report, or document without the prior approval of the Town Manager. An employee who is unsure about any request for information should consult the Town of Timnath Open Records Act Compliance Policy and contact his or her supervisor or the Town Manager.

Employees also may not release the home telephone numbers or addresses of other employees, Council members or planning commissioners without supervisory approval. Requests of an emergency nature should be referred to the Town Manager or the Finance Department. Exception is information needed for dispatch reference emergency contacts and fire alarm contacts.
Driving on Town Business

All employees who drive as part of their job responsibilities, whether using a Town vehicle or a personal vehicle, must maintain insurability with our insurance carrier. To do so, the employee is responsible for providing the Finance Director with the following:

- Proof of current valid vehicle insurance coverage, if canceled will notify town immediately
- Proof of acceptable driving status as defined by the Town, and
- Reports of any moving violations or driving arrests or convictions (including DWI or DUI) within 5 working days.

Employees may not drive on behalf of the Town until they have received the approval of the Finance Director.

Use of Drugs or Alcohol

The Town seeks to provide a safe work environment for all employees that are free of the effects of substance abuse. Similarly, it is the responsibility of employees to maintain good personal health so they are physically and mentally capable of performing their jobs in the workplace.

The use or abuse of controlled substances or alcohol at work is unsafe and counterproductive and will not be tolerated by the Town. Employees are prohibited from manufacturing, selling, distributing, dispensing, purchasing, handling, possessing or using alcohol or any drug made illegal by federal law (including marijuana even if the possession or use of same is permitted under state law) anywhere while conducting business or anywhere on the premises or at any worksite. Additionally, employees are prohibited from reporting to work while under the influence of illegal drugs or alcohol.

Any employee who is convicted, or pleads guilty or no contest under any local, state, or federal criminal drug statute, must notify the Town Manager no later than five days after such conviction or plea.

Prescription drugs prescribed by the employee’s physician may be taken during work hours as long as they do not constitute a safety risk. Employees must notify their supervisor if the use of prescribed drugs may adversely affect their work performance. The abuse of prescription drugs will not be tolerated at work.

Nothing in this guideline prohibits police officers from handling illegal drugs as a part of their law enforcement responsibilities.

An employee who fails to behave in a manner consistent with these guidelines (or any other guideline in this handbook) may be subject to disciplinary action, up to and including dismissal from employment.

Facility Closures

If severe weather conditions exist and the Town Manager decides to close the office for the day, you will be notified by your supervisor not to report to work. If you are not notified, you are expected to be at work on time. Nonexempt employees may choose to use Vacation Time or Personal Time or take unpaid time for days on which the facility is closed. Employees who choose to leave early or not come in to work for weather reasons on a day when the office is open may also choose between Vacation Time, Personal Time or unpaid time for those hours.
Gifts or Gratuities

Town employees shall comply with state law, including Article 29 of the Colorado Constitution, concerning Ethics in Government. Article 29 provides that public employees and officers must avoid conduct that is in violation of their public trust or that creates a justifiable impression among members of the public that such trust is being violated.

Simply put, Article 29 provides that Town employees cannot accept, directly or indirectly, gifts valued at $50 or more in one calendar year from any source. "Indirectly" receiving a gift means receiving a gift from another through a spouse or dependent child.

Article 29 prohibits Town employees from accepting more than $50 in gifts (for instance, meals or tickets to a sporting event) from any source during a calendar year. Article 29 does not include gifts from a relative or friend on a special occasion like a birthday or an anniversary.

This guideline is just a summary and is not a complete description of your obligations under Article 29. To the extent this is not a complete description of your obligations, you are required to comply with the law and not this summary.

In addition to your obligation under with Article 29, the Town prohibits employees from accepting, directly or indirectly, gifts valued at $50 or more in any calendar year from any source. This provision does not include gifts from a relative or friend on a special occasion like a birthday or anniversary. For purposes of this provision, "indirectly" receiving a gift means receiving a gift from another through any other source.

If you have questions about compliance with this section, please consult with the Town Attorney.

Information Services

Systems
The Town’s computer network, access to Internet, e-mail and voice mail systems are business tools intended for employees to use in performing their job duties. These systems are intended for employees to use in performing their jobs. Therefore, all documents and files are the property of the Town. All information regarding access to the Town’s computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential Town information and may not be disclosed to non-Town personnel.

All computer files, documents, and software created or stored on the Town’s computer systems are subject to review and inspection at any time. Employees should not assume that any such information is confidential, including e-mail either sent or received.

Computer equipment should not be removed from the Town premises without approval from a department head. Upon separation of employment, all communication tools should be returned to the Town.

Personal Use of the Internet
Some employees need to access information through the Internet in order to do their job. Use of the Internet is for business purposes during the time employees are working. Personal use of the Internet should not be on business time, but rather before or after work or during breaks or lunch period. Regardless, the Town prohibits the display, transmittal, or downloading of
material that is in violation of Town guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time.

**Software and Copyright**
The Town fully supports copyright laws. Employees may not copy or use any software, images, music, or other intellectual property (such as books or videos) unless the employee has the legal right to do so. Employees must comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization. Employees may not use unauthorized copies of software on personal computers housed in Town facilities.

**Unauthorized Use**
Employees may not attempt to gain access to another employee’s personal file of e-mail messages or send a message under someone else’s name without the latter’s express permission. Employees are strictly prohibited from using the Town communication systems in ways that management deems to be inappropriate. If you have any question whether your behavior would constitute unauthorized use, contact your immediate supervisor before engaging in such conduct.

**E-mail**
E-mail is to be used for business purposes. While personal e-mail is permitted, it is to be kept to a minimum. Personal e-mail should be brief and sent or received as seldom as possible. The Town prohibits the display, transmittal, or downloading of material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. No one may solicit, promote, or advertise any outside organization, product, or service through the use of e-mail or anywhere else on Town premises at any time. Management may monitor e-mail from time to time. However, employees should be aware that these messages will be treated the same as business messages, and subject to review at any time without notice.

Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee’s e-mail messages.

**Voice Mail**
The Town voice mail system is intended for transmitting business-related information. Although the Town does not monitor voice messages as a routine matter, the Town reserves the right to access and disclose all messages sent over the voice mail systems for any purpose. Employees must use judgment and discretion in their personal use of voice mail and must keep such use to a minimum.

Employees are responsible to make certain their voice mail messages are reviewed in a timely fashion. When employees know that they are going to be out of the office for a day or more, they must leave messages on their voice mail stating when they will be returning messages, and who will be an alternative contact in the meantime.

**Telephones/Cell Phones/Mobile Devices**
Employee work hours are valuable and should be used for business. Excessive personal phone calls can significantly disrupt business operations. Employees should use their break or lunch period for personal phone calls.
Confidential information should not be discussed on a cell phone or mobile device. Phones and mobile devices with cameras should not be used in a way that violates other Town guidelines such as, but not limited to, EEO/Sexual Harassment and Confidential Information.

For safety reasons, employees should avoid the use of cell phones and mobile devices to make calls while driving. Employees must park whenever they need to use a cell phone. Generally, stopping on the shoulder of the road is not acceptable. Employees are prohibited from using a cell phone or other device to text while operating a motor vehicle. Texting is permitted only where the vehicle is at rest in a shoulder lane or lawfully parked. Police officers may from time to time have to take a call while responding to a call.

The Town telephone lines should not be used for personal long distance calls.

**Social Networking On and Off the Job**

**Town-Related Sites**
All Town-sponsored social media accounts, pages, and their content are the property of the Town, regardless of which department or staff member creates, manages, or contributes to the content, and regardless of what equipment is used to produce the content. Employees may not participate in social media or establish any social media accounts in their capacity as a Town employee unless authorized to do so by the Town Manager. All authorized accounts are the property of the Town; therefore, those employees authorized to participate in social media must provide their supervisor with all information required to access and post on authorized sites, such as user names, passwords, and other similar information. Employees may not use Town-sponsored social media for purposes beyond that authorized by the Town Manager.

All Town-sponsored social media sites are open to the public in accordance with the Colorado Open Records Law, and employees do not have an expectation of privacy concerning their participation. The Town may monitor all such sites and may edit or remove any content that the Town deems, at its sole discretion, to be inaccurate or unlawful.

Employees who use Town sites may not mention vendors, suppliers, clients, citizens, co-workers, or other individuals or organizations without their prior consent, and may not "recommend" companies or individuals on such sites for any reason.

**Personal Use of Social Networking off the Job**
Employees may access personal email accounts or social networking sites while on duty but should only on a limited basis and should ensure that such activity does not impact their ability to complete job duties. Personal social networking activity should never contain confidential information regarding the Town or regarding citizens or others we serve.

In order to prevent the appearance of a conflict of interest, the Town prefers that employees not identify themselves as employees of the Town on these personal sites. In cases where an employee’s personal use of social media may be perceived as being on behalf of the Town, or if the employee is widely known to be a Town employee, the employee should include a visible disclaimer on their account to inform other users that their opinions are their own and do not represent those of the Town.

Employees should also be aware that there may be times when the contents of an employee’s site will cause the Town to question his or her ability to work at the Town (e.g. comments reflecting a tendency to violence, intent to commit a crime, or a conflict of interest with Town responsibilities). Employees are encouraged to think carefully about the impact of any posting on the Town’s ability to serve the public effectively.
Friends or Contacts
The Town encourages employees to refrain from personal social networking relationships with management and with the Town Council. “Friending” a manager on Facebook, for example, can make it more difficult or impossible to maintain clear and appropriate boundaries for supervisory responsibilities and is strongly discouraged.

Outside Employment
A Town employee may hold a second job as long as it does not create a conflict of interest with the Town job or interfere with the performance of the employee’s Town position. However, the employee must review plans to accept outside employment with the Town Manager prior to accepting the outside position. If the Town Manager later determines that the employee’s outside employment does create a conflict of interest with the Town job or interferes with the performance of duties, the Town Manager may ask the employee to resign from one of the conflicting positions, or also may terminate the employee from the Town position.

Political Activity
Town employees may participate in political activities, just like any other citizen. However, Town employees are not permitted to perform or be involved in political campaigning or related activities, whether paid or voluntary, in the following circumstances: during normal working hours; on paid overtime; while in a uniform of the Town; or while using Town vehicles. In addition, when participating in political activities, employees should take care not to create the impression that they are acting on behalf of the Town or in an official capacity. Town employees are not permitted to solicit, survey, petition, or distribute political literature during work time. No Town employee may serve as an election judge in a Town election.

Searches and Inspections
Employees should remember that computers, offices, work areas, file cabinets, lockers, Town vehicles and desks are the property of the Town and as such may be searched or inspected at any time and for a variety of reasons. For this reason, employees may not use any locks other than those provided by the Town for desks, computers, and other Town-owned equipment.

Solicitation
To avoid disruption of Town operations, the following rules will apply to solicitations and distribution of literature in working areas during working time.

Non-employee
Persons who are not employed by the Town may not engage in solicitation or distribute literature on Town property at any time for any purpose without the permission of the Town Manager.

Employees of the Town may not engage in solicitation or distribute literature in working areas during working time for any purpose. "Working time" refers to both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed. "Working time" does not include break periods, meal periods, or any other periods during the workday when employees are properly not
engaged in performing their work tasks or area off duty.

Gambling of any sort is also prohibited on Town property or during working hours.

**Tobacco Use**

The Town is tobacco free. Use of cigarettes, chew, or smokeless tobacco is prohibited in Town buildings and Town vehicles at all times.

**Violence and Threats of Violence**

Violence or excessive anger at the workplace or on the job is inappropriate and is strictly prohibited. Any employee who observes another engaging in such behavior, or who is aware of a threat by an employee to do violence to another employee, customer, vendor, citizen, or Town official must report the behavior or threat to the Town Manager or any available supervisor immediately.
PAY

Pay Days
Employees are paid twice each month, on the 1st and the 16th of the month. The paycheck on the 1st covers the period of time from the 1st through the 16th of the prior month. The paycheck on the 16th covers the period of time from the 16th through the end of the prior month. If a payday falls on a Saturday, employees will receive paychecks one day prior (Friday) and if the payday falls on Sunday employees will be paid one day later (Monday). If a payday falls on a holiday, employees will be paid one day prior if that is a business day. If not, employees will be paid on the first business day following the holiday.

An employee must have the approval of the Town Manager to receive his or her paycheck in advance.

Safe Harbor Policy
The Town will make every effort to ensure that employees are paid correctly. Occasionally, however, inadvertent mistakes may happen. Employees are expected to review their paychecks and notify the Finance Department immediately if there is an error.

Compensation Policy
Where possible and financially feasible, pay ranges at the Town may be based on compensation surveys and comparisons made by the Colorado Municipal League and Mountain States Employers Council. Individual pay within these ranges may be based on factors such as education, experience, and other job-related criteria and will be at the discretion of the Town Manager.

Work Schedule and Time Records
The normal business hours for the Town are 8:00 a.m. to 5:00 p.m., Monday through Friday. However, employees will be scheduled for work based upon the needs of their department and supervisors may change employees' work schedules based upon Town needs.

Time Records – Non-Exempt Employees
Non-exempt employees must keep accurate time records on a daily basis, and must submit the signed original on the Monday following the week completed at the time designated by the Town Manager or the Finance Manager. This time record must reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks.

Non-exempt employees should only work hours that are authorized. Consequently, employees should not start early, finish work late, work during a meal break, or perform any other extra or overtime work unless the employee is authorized to do so.

Non-exempt employees are prohibited from performing any "off the clock" work. All time must be reported. Any employee who has been instructed by another employee or manager to work off the clock or to falsify a timecard should report the situation to the Town Manager as soon as possible.

Time Records – Exempt Employees
Exempt employees receive a salary that is intended to compensate the employee for all hours worked for the Town. Consequently, exempt employees only need to record time off (rather
than time worked) in order to keep accurate records of Vacation Time, Personal Time, and other types of benefits and time off provisions.

**Overtime and Compensatory Time**

Because the work of the Town sometimes involves special events or projects, working extra hours is occasionally a requirement of employment. When non-exempt employees need to work hours in addition to their regular schedule, they must obtain the approval of their supervisor before working the hours. Employees who fail to obtain prior approval, must still record the extra hours, and the Town will pay them as appropriate, but an employee may be subject to discipline for failing to obtain prior approval.

When a non-exempt employee works more than 40 hours in the workweek, the hours over 40 will either be paid at time-and-one-half or will be compensated as compensatory time (up to a maximum of 120 hours) at time-and-one-half, at the discretion of the Town Manager. The compensatory time balance is payable to the non-exempt employee at termination. For purposes of calculating overtime, the workweek begins at 12:00 AM Sunday and ends at 11:59 PM Saturday.

Vacation time, holiday time, and other paid but unworked time does not count toward time worked for calculating overtime, excluding after hours snow removal or otherwise approved by the Town Manager. However, required attendance at Town-sponsored or job-related training programs, lectures, and meetings are considered hours worked for the purposes of calculating overtime. Taking courses in a public or private institution or pursuing additional education outside of regular working hours is not considered hours worked for the purposes of calculating overtime unless the course is taken at the direction of the Town.

Neither overtime nor compensatory time is available for exempt employees.

**Jury Duty Pay**

The Town recognizes jury and witness duty as everyone’s civic responsibility, and allows employees who serve on jury duty to receive a regular straight-time rate of pay for the first 3 days of court service. The Town Manager may extend this benefit beyond the first 3 days of jury service. If the court provides remuneration to the employee for jury service during any of the first three days for which the employee will receive paid time from the Town, the employee will be required to reimburse the Town for the duplicate pay.

You must immediately notify your department head of the jury summons. When you have completed court service, you must provide proof of service.

The period of time that an employee is on jury duty is not considered time worked for purposes of calculating overtime or eligibility for the Town’s benefits or time off plans. If a paid holiday falls during the time a full-time employee is on jury duty, the employee will be eligible for holiday pay as detailed below, provided the employee either works or attends jury duty the work days immediately before and after the holiday.
BENEFITS

Health Insurance

The Town currently contributes in part towards full-time employee towards a selection of health, dental, vision, and life insurance benefits offered by the Town. Employees choose the coverage they wish for themselves and their eligible family members. For detailed information on the health insurance plan, or to obtain a Summary Plan Description, please contact the Finance Department.

Educational Reimbursement

If the Town asks an employee to participate in educational classes, the Town will ordinarily pay 100% of the cost of the class, including books, unless other arrangements are made. Employees may also request Town reimbursement for the cost of pursuing a degree that will increase their skills in their position. All such requests should be submitted to the Town Manager and will be considered under the Town's Education Reimbursement Policy. If an employee has been reimbursed for the cost of pursuing a degree that will increase their skills in their position by the Town and subsequently leaves employment of the Town within two years of the reimbursement, the employee may be responsible for reimbursing the Town for those costs, and such costs may be withheld from the employee's final paycheck.

Workers' Compensation

The Town provides benefits for employees in the event of a job-related illness or injury. It is the responsibility of the employee to inform his or her supervisor within 24 hours of any job-related illness or injury, when possible. No employee will ever be retaliated against for filing a claim for workers' compensation benefits.

Employees who fail to report within four days after a job-related injury or within thirty days after the first distinct manifestation of the occupational disease may not be eligible for full workers' compensation benefits.

Pay for Time Loss

If workers' compensation coverage applies to the injury or illness, the workers' compensation insurer will usually pay the employee for time off beginning on the fourth day of absence, although workers' compensation pay may be at a lower rate than an employee's regular base rate. If the total time off exceeds ten days, the workers' compensation insurer then may pay the employee for the first three days of time loss. If the employee receives any duplicate pay from the Town and workers' compensation (or outside insurance sources), the employee must report the duplicate pay to their supervisor and reimburse the Town for the amount which was duplicated. In some cases light duty assignments will be made when work is available and subject to the Town Manager's approval.

Off-Duty Activities

Neither the Town nor the workers' compensation insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's participation in any off-duty recreational, social, or athletic activity sponsored by the Town.
**Employee Assistance Program (EAP)**

EAP was created with the aim to help Town employees and their families maintain their health and well-being. The Town recognizes that a wide range of problems not directly associated with an employee’s work may have an adverse effect on an employee’s job performance and health.

Participation in the EAP is on a voluntary basis. Although supervisors and coworkers may encourage an employee to seek help, the decision to seek and accept assistance is the responsibility of the employee.

Participation in the EAP is strictly confidential. All records and information regarding referral, diagnosis and treatment will be maintained by the EAP and treated as confidential. The program ensures that participant names and the nature of the problem are not available to supervisors, coworkers or anyone else. The EAP is a service provided at no cost to participants.

In addition, if there are performances issues, management may require the employee to contact the EAP provider as part of an employee’s performance improvement plan.

Public Safety is required to follow the Public Safety policies and protocol during critical incidents.

**Flexible Spending Reimbursement Accounts**

Flexible Spending Reimbursement accounts allow you to have funds deducted pre-tax from your paycheck to pay for either out-of-pocket medical expenses or dependent/elder care expenses. You should plan carefully, for this is a plan governed by IRS rules where you must use what you set aside within the annual time period.

Dependent Care Accounts have a $5,000 annual limit and Medical Spending Accounts have a $2,550 annual limit.

**Retirement**

**PERA**

The Town employees do not contribute to Social Security, instead we participate in Colorado PERA. A percent of your total salary is deducted and transferred to the proper retirement plan where it is credited to your individual member account. Additionally, the Town contributes a percentage of the payroll to the retirement plans.

**ICMA-Retirement Corporation’s Plan 457**

The Town also offers this retirement investment program in which employees are allowed to defer money pre-tax into a retirement investment account. Full-time employees are eligible to participate and may enroll at any time.
# TIME OFF

## Eligibility for Time Off

<table>
<thead>
<tr>
<th></th>
<th>Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Full-time</td>
</tr>
<tr>
<td></td>
<td>Part-time</td>
</tr>
<tr>
<td><strong>Holiday Time</strong></td>
<td>Eligible from date of hire.</td>
</tr>
<tr>
<td></td>
<td>Not eligible.</td>
</tr>
<tr>
<td><strong>Vacation Time</strong></td>
<td>Eligible from date of hire.</td>
</tr>
<tr>
<td></td>
<td>Not eligible.</td>
</tr>
<tr>
<td><strong>Personal Time</strong></td>
<td>Eligible from date of hire.</td>
</tr>
<tr>
<td></td>
<td>Not eligible.</td>
</tr>
<tr>
<td><strong>Bereavement Time</strong></td>
<td>Eligible from date of hire.</td>
</tr>
<tr>
<td></td>
<td>Eligible from date of hire.</td>
</tr>
<tr>
<td><strong>Jury Duty</strong></td>
<td>Eligible from date of hire.</td>
</tr>
<tr>
<td></td>
<td>Eligible from date of hire.</td>
</tr>
<tr>
<td><strong>Leaves of Absence</strong></td>
<td>Eligible after 12 nonconsecutive months of employment.</td>
</tr>
<tr>
<td></td>
<td>Eligible after 12 nonconsecutive months of employment if the employee has worked at least 1250 hours during that period</td>
</tr>
</tbody>
</table>

## Holidays

The offices of the Town are closed on certain days of historic importance and the Town currently pays eligible employees for time off on these days. Holidays currently observed by the Town include the following:

- **New Year's Day**     : January 1st
- **Martin Luther King, Jr.'s Birthday** : 3rd Monday in January
- **President's Day**   : 3rd Monday in February
- **Memorial Day**       : Last Monday in May
- **Independence Day**  : July 4th
- **Labor Day**          : 1st Monday in September
- **Thanksgiving (2)**  : 4th Thursday in November and the day after
- **Christmas Day**      : December 25th
- **One floating holiday**

Full-time employees currently receive 8 hours of pay on these holidays at their base hourly rate. Holiday time is considered unworked time and does not count toward time worked for calculating overtime excluding after hours snow removal or otherwise approved by the Town Manager.

If a holiday occurs on a Saturday, the Town will celebrate the holiday on the preceding Friday. If a holiday falls on a Sunday, the Town will celebrate the holiday on the following Monday.

Employees who are on a scheduled vacation when a holiday occurs will receive holiday pay in accordance with this policy and will not be charged either Personal Time or Vacation Time for that day. However, employees who are on a Leave of Absence will not receive holiday pay during the leave, whether paid or unpaid time is taken.
Vacation Time

The Town encourages employees to take time off for rest and recreation. Full-time employees earn paid Vacation Time for this purpose.

Time Off Accrual

Eligible employees begin earning paid Vacation Time on the date of their employment.

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Vacation Time Granted Per Pay Period</th>
<th>Vacation Time Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning on the date of employment</td>
<td>3.33 hours (80 per year, or 10 days)</td>
<td>120 hours</td>
</tr>
<tr>
<td>After 2 years of employment</td>
<td>5 hours (120 per year, or 15 days)</td>
<td>120 hours</td>
</tr>
<tr>
<td>After 4 years of employment</td>
<td>5.34 hours (128 per year, or 16 days)</td>
<td>120 hours</td>
</tr>
<tr>
<td>After 5 years of employment</td>
<td>5.67 hours (136 per year, or 17 days)</td>
<td>120 hours</td>
</tr>
<tr>
<td>After 6 years of employment</td>
<td>6 hours (144 per year, or 18 days)</td>
<td>120 hours</td>
</tr>
<tr>
<td>After 7 years of employment</td>
<td>6.34 hours (152 per year, or 19 days)</td>
<td>120 hours</td>
</tr>
<tr>
<td>After 8 years of employment</td>
<td>6.67 hours (160 per year, or 20 days)</td>
<td>120 hours</td>
</tr>
</tbody>
</table>

Vacation Time will stop accruing during a Leave of Absence once all paid time has been used.

Use of Vacation Time

All requests for Vacation Time must be submitted to your supervisor and the Town Manager at least 2 weeks in advance. Although every effort will be made to honor specific dates requested, there may be times when requests will be denied or postponed due to working conditions, other prior vacation requests, or other work-related factors. Employees should wait for the approval of the Town Manager before making vacation plans. In general, no more than two people may be absent from a department at any one time.

Generally, Vacation Time must be taken in full-day increments. No more than two consecutive weeks may be taken at any time, unless approved by the Town Manager. Employees in the Accounting/Finance Department must take at least 5 consecutive days off each year.

Employee’s must exhaust available vacation and personal leave balances prior to requesting time-off without pay.

Unused Vacation Time

The Town encourages employees to use their Vacation Time during the anniversary year in which it is earned. On December 31st of each year, each employee’s Vacation Time bank must be no higher than the cap shown in the table above. If Vacation Time has reached this cap on December 31st, accrual will stop until the employee’s Vacation Time drops below the cap. Any request for an exception to this cap must be based on workload issues, must contain a deadline for reducing the employee’s Vacation Time, and must be submitted to the Town Manager in writing. Vacation Time is intended for rest and recreation while employed at the Town, and may not be cashed out except upon separation from employment.
**Personal Time**

The Town encourages employees to stay home from work if they are so ill that they may infect others in the workplace. Full-time employees receive Personal Time for this purpose. Personal Time may also be used to care for a sick parent, spouse, or dependent child, to attend to personal business during the work day, or for any other purpose at the employee’s discretion.

**Personal Time Accrual**

Eligible employees accrue Personal Time at the rate of two hours per pay period, or four hours per month (6 days per year). Employees may bank Personal Time to a maximum of 120 hours (fifteen days), at which point accrual will stop until the employee’s Personal Time drops below the maximum.

**Use of Personal Time**

Personal Time may be requested on an unscheduled basis when an employee, or a member of his or her immediate family, is ill or injured, or on a scheduled basis when an employee needs time off for any other reason. "Immediate family" for purposes of this guideline is defined as spouse, child, sibling, parent, grandparent, or any person similarly related to the employee’s spouse. It also includes step-family and in-law relationships that are similar to any listed above.

When an unscheduled absence is necessary, the employee must call his or her supervisor at least one hour before the start of the shift. Failure to call prior to the start of the shift may result in the loss of Personal Time pay for that day.

Personal Time will stop accruing during a Leave of Absence once all paid time has been used. Personal Time will not be cashed out, either during employment or upon separation from employment.

Employee’s must exhaust available vacation and personal leave balances prior to requesting time-off without pay.

**Parental Involvement in K-12 Education (PIKE)**

Non-supervisory employees who need to attend an academic activity at their child's school may be granted up to 18 hours per year, but no more than 6 hours in one month, to attend these activities. Employees may choose to use Vacation Time or Personal Time or may use unpaid time for this time off. Where possible, employees should provide at least one week notice to their supervisor of the need to take time off, and should request time in increments no more than 3 hours.

**Bereavement Time**

In the case of a death in an employee's immediate family, the employee may request time off with pay from the day of death through the day of the funeral, not to exceed 3 days (unless the funeral is out of state, in which case 5 days may be requested). "Immediate family" is defined as spouse, parent or guardian, child, sibling, grandparent, grandchild, or any relative who is a member of the employee's household. It also includes step-family and in-law relationships that are similar to any listed above.

Bereavement time is not available to employees during a Leave of Absence.
**Voting Time**

The Town supports the duty and responsibility of every citizen to vote in elections. Employees of the Town can ordinarily vote either before or after their regularly assigned work hours. However, when this is not possible due to work schedules, the Town Manager may grant an employee no more than 2 hours of time to vote during the work day. When possible, this time should be scheduled at least 48 hours in advance.

**Witness Duty**

Employees subpoenaed to appear in court as a witness for cases unrelated to their Town responsibilities, shall be allowed to take time off from work without pay, use vacation or personal time to comply with the subpoena. Employees required to appear in court must present the subpoena to their supervisor as soon as possible.

The period of time that an employee is on witness duty unrelated to his or her Town responsibilities is not considered time worked for purposes of determining eligibility for overtime or eligibility for the Town's benefits or time off plans. If a paid holiday falls during the time a full-time employee is on witness duty that is unrelated to Town responsibilities, the employee will be eligible for holiday pay, provided the employee either works or attends witness duty the work days immediately before and after the holiday.

**Leaves of Absence (LOA)**

Employees must request a leave of absence in writing for any time off greater than two weeks. Only employees who have been employed by the Town for at least 12 months are eligible to apply for a Leave of Absence. Approval for a Leave of Absence is at the discretion of the Town Manager. If you are a member of the U.S. Armed Forces Reserve or National Guard, you are granted a leave of absence when called for active or inactive duty training. The first 15 days of military leave is paid time; time beyond 15 days will be unpaid.

This time is granted in addition to earned vacation time and is unpaid leave. However, if you desire to use your vacation time for this purpose, you may voluntarily do so if you make a request in writing.

If you are inducted into a branch of the U.S. Armed Forces for an extended period, upon returning to the Town after separation from military service, you may be re-employed in accordance with applicable provisions of the law.

**Termination during Leave**

Employees may be terminated from LOA status for the following reasons:

- Failure to be present on the first day of work after the leave has expired.
- Falsification of documents or statements to gain LOA.
- Failure to provide certification of fitness for duty or of medical condition from a designated medical provider when requested.
- Reductions in force or layoff.
- Other reasons for dismissal unrelated to the request for leave.
Flex Time/Alternative Work Schedules

The Town may consider employee requests for alternative work schedules on a case-by-case basis. Approved alternative work schedules are subject to change with or without notice at the Town Manager's discretion. The Town's actions taken in one case should not be assumed to establish a precedent for other cases or requests.

When considering alternative schedules, the Town Manager will give primary consideration to the business needs of the Town. Other factors may also be considered such as an employee's length of service, past performance, and other factors in each individual case.
COMMUNICATIONS

Performance Review

The Town generally provides a performance evaluation at least once each year for employees. In addition, periodic performance reviews may be conducted at any time.

The purpose of a performance review is to discuss goal accomplishment, to produce feedback from the employee on his or her progress, and to discuss overall employee performance. Employees receive a copy of their performance review and may have the opportunity to make written comments on the performance review.

Problem Resolution

Any time a Town employee believes a Town policy has been violated, or that the employee has experienced unfair treatment, the employee is encouraged to discuss the problem with the supervisor or the individual responsible. If that is not possible, or if the employee believes that the problem has not been appropriately resolved, the employee should put the problem in writing, including the Town policy alleged to have been violated and the employee’s proposed resolution to the problem, and submit the information to the Town Manager. If the Town Manager is the perceived source of the problem, or if the employee is uncomfortable submitting the information to the Town Manager, the employee may submit the information to the Town Attorney.

The Town will not allow any form of retaliation against individuals who report problems. The complaint will be reviewed in good faith and issue a final decision. Your complaint will be kept as confidential as practicable.

If fraud is suspected please contact the confidential Town fraud hotline at www.FraudHl.com or 1-855-FRAUD-HL. This service will allow an employee to remain anonymous.
SEPARATION

Voluntary

Resignation
The Town requests that employees provide at least 14 calendar days' notice before the effective date of resignation. The letter of resignation should identify the last day of work, the reason for leaving, and the name and address of the new employer, if applicable.

Involuntary

Dismissal
Decisions to terminate Town employees involuntarily shall be subject to the protections afforded to employees pursuant to Colorado and federal law.

Reference Information
No employee or official of the Town, other than the Town Manager or his or her designee, is authorized to release any information regarding a current or former employee of the Town without a waiver from the employee. If no waiver has been completed, then the Town will release only the employee's dates of employment, job title, and rate of pay.

If an employee wants other information regarding the Town employment to be available to possible future employers, the employee is encouraged to keep copies of performance evaluations or to request written references from the Town Manager before leaving employment.

Exit Procedure
On an employee's last day of work, the employee will meet with the Finance Department to complete necessary paperwork and to return the Town's property. Financial arrangements, including the final paycheck, cashing out any unused Vacation Time, and any payroll deductions, and medical coverage options may be reviewed. The employee may also discuss the reasons for leaving Town employment and make suggestions for improvement in the organization.

Upon an employees departure if the Town is unable to collect Town property, including keys, credit cards, this Employee Handbook, phones, equipment, files, etc. the Town may deduct the replacement costs from the employee's final paycheck or take all action deemed appropriate to recover or replace Town property.

Does medical go to end of month? Or just to date of termination.
I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED ____________. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

- THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

- THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE ORGANIZATION’S GUIDELINES.

- THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK. THE TOWN THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.

- NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND MYSELF. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

________________________________________  _____________
EMPLOYEE NAME                          DATE
EXECUTIVE SUMMARY: To change section 16.2.7.h.i in the Land Use Code specifically related to the widths of driveways on a single family home. Currently the code states there can only be 20 feet wide driveways at the back of curb on a single family home which would include a home with a 3 car garage face. The updated code would allow a proper driveway width to accommodate lots in subdivisions with larger street frontage and that have 3 car garage faces. Driveway widths will be based upon a percentage of the total lot frontage not to exceed 34 feet.

STAFF RECOMMENDATION: Staff recommends approval

KEY POINTS/SUPPORTING INFORMATION: This code change is similar to that of Larimer County Urban Area Street Standards when it comes to the width of driveways.

Current code: Driveway access to a local or collector street from a single-family detached residential lot shall be limited to one driveway curb-cut or driveway access of no greater than 20 feet in width. A circular drive which is constructed as an integral part of the overall design of the single family residence may be considered as a single driveway access if each access is less than 10 feet in width and separated by at least 30 feet.

Proposed code: Driveway access to a local or collector street from a single-family detached residential lot with a 2 car garage face shall be limited to one driveway curb-cut or driveway access of no greater than 24 feet in width and have a minimum of 12 feet. Driveways serving 3 car garage faces shall have a maximum drive approach width of 34 feet. A circular drive which is constructed as an integral part of the overall design of the single family residence may be considered as a single driveway access if all access’ combined total no greater than 30 feet, and in no case shall one drive be less than 10 feet in width. No more than 40 percent of the street frontage of a lot shall be occupied with driveways. In cases of cul-de-sacs or pie shape lots, exceptions shall be allowed subject to staff approval.

This Ordinance was recommended for Approval by the Town of Timnath Planning Commission on April 7th, 2015, by a unanimous decision with one condition that staff modify some language for clarity in the last sentence. This language has been updated in both the Ordinance and this Staff report.

ADVANTAGES:
- Allow lots with larger lot widths and a 3 car garage face to have a driveway that is an appropriate width.

DISADVANTAGES:
- No disadvantages
**FINANCIAL IMPACT:**
- No financial impact

**IMPACTS TO EXISTING NEIGHBORHOODS:** Harmony Subdivision already has a Planned Development overlay that allows larger driveway widths to accommodate homes with 3 car garages.

**RECOMMENDED MOTION:**
- I move approval of Ordinance No. 5, Series 2015 entitled “An Ordinance Amending the Town of Timnath Land Use Code Section 16.2.7.h.i.”

**ATTACHMENTS:** 1. Ordinance No. 5, Series 2015
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 5, SERIES 2015

AN ORDINANCE AMENDING CHAPTER 16, LAND USE CODE, ARTICLE 2 COMMUNITY DESIGN PRINCIPLES, SECTION 7 LOTS AND BLOCKS, OF THE TIMNATH MUNICIPAL CODE

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

WHEREAS, pursuant to that power, the Town Council has previously enacted Chapter 16, Article 2 of the Timnath Municipal Code (“Code”); and

WHEREAS, in order to ensure Chapter 16, Article 2 reflects the desires of the Town and includes provisions which are fair to all in enforcement and applicability, the Town Council desires to amend certain provisions of that Article.

NOW, THEREFORE, THE COUNCIL OF THE TOWN OF TIMNATH, COLORADO, ORDAINS:

Section 1. Amendments
Chapter 16, Land Use Code, Article 2, Community Design Principles, Section 7, Lots and Blocks, Sub Section B, General Provisions, Number 2, Lot Dimension and Configurations, letter h, Residential lot access to adjacent street is amended to read as follows: i. Driveway access to a local or collector street from a single-family detached residential lot with a 2 car garage face shall be limited to one driveway curb-cut or driveway access of no greater than 24 feet in width and have a minimum of 12 feet. Driveways serving 3 car garage faces shall have a maximum drive approach width of 34 feet. A circular drive which is constructed as an integral part of the overall design of the single family residence may be considered as a single driveway access if all access’ combined total no greater than 30 feet, and in no case shall one drive be less than 10 feet in width. No more than 40 percent of the street frontage of a lot shall be occupied with driveways. In cases of cul-de-sacs or pie shape lots, exceptions shall be allowed subject to staff approval.

Section 2. Severability
If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or parts be declared unconstitutional or invalid.

Section 3. Effective Date
This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, ON APRIL 14, 2015, AND SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON APRIL 28, 2015 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH COLORADO AND ORDERED PUBLISHED BY TITLE THIS 14TH DAY OF APRIL, 2015.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON APRIL 28, 2015.

TOWN OF TIMNATH, COLORADO

____________________________
Jill Grossman-Belisle, Mayor

ATTEST:

____________________________
Milissa Peters, Town Clerk
## TIMNATH COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Item: Memorandum of Understanding with Larimer County Sheriff's Office for extra duty work at The Ranch.</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 14, 2015</td>
<td></td>
</tr>
</tbody>
</table>

| Presented by: | Sherri Wagner                                                                                     |

| Ordinance □ | Resolution ✓ □ | Discussion □ | For Information □ |

### EXECUTIVE SUMMARY:
Most departments in Colorado allow officers to provide extra duty assignments to businesses, school districts, and government events. Approving the MOU would allow Timnath officers to work extra duty and be reimbursed.

### STAFF RECOMMENDATION:
Approval of Resolution

### KEY POINTS/SUPPORTING INFORMATION:

1) Allows officers to work extra duty for Larimer County during special events

2) Payroll, Workers Compensation, and retirements costs are included in the contract hourly rate

3) Assists Larimer County Sheriff’s Office in covering special events at The Ranch/fairgrounds

### ADVANTAGES:
Builds teamwork with other agencies within the county and officers are allowed to work extra duty jobs

### DISADVANTAGES:
None

### FINANCIAL IMPACT:
Officers are required to use a Timnath police vehicle for extra duty job assignments

### RECOMMENDED MOTION:
Approval of Resolution

### ATTACHMENTS:
Exhibit “A”
A RESOLUTION PROVIDING FOR THE RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF TIMNATH AND TIMNATH POLICE DEPARTMENT WITH THE LARIMER COUNTY SHERIFF’S OFFICE FOR EXTRA DUTY WORK

WHEREAS, the County of Larimer (the “County”) is a political subdivision of the State of Colorado duly organized and existing in accordance with Colorado Law and the Town of Timnath (the “Town”) is a home rule municipality duly organized and existing in accordance with Colorado law;

WHEREAS, pursuant to C.R.S. Section 29-1-203(1), the County of Larimer and the Town of Timnath are authorized to cooperate with one another to provide any function or service lawfully authorized to each and are therefore each authorized under C.R.S. Section 29-1-203(1) to enter into a memorandum of understanding for police services; and

WHEREAS, the County Sheriff’s Office (“SO”) and the Town of Timnath Police Department (“TPD”) have entered into a Memorandum of Understanding dated April 14, 2015, (the “Memorandum”), attached hereto as Exhibit A, to provide routine and emergency law enforcement services at the County-owned fairgrounds and events complex known as the “Ranch,” during special occasions and when increased law enforcement services are needed; and

WHEREAS, the Memorandum provides that TPD officers will provide services in an extra duty capacity at the Ranch; and

WHEREAS, the Town Council recognizes that cooperative and coordinated multi-jurisdiction law enforcement is the most effective and efficient way to impact criminal activity and to alleviate the strain on law enforcement resources devoted to problems that cross jurisdictional boundaries.

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

Section 1. Ratification.
The Memorandum is hereby ratified.

Section 2. Effective Date
This Resolution shall be effective upon April 14, 2015
INTRODUCED, MOVED, AND ADOPTED THIS 14TH DAY OF APRIL, 2015.

TOWN OF TIMNATH, COLORADO

______________________________________________
Jill Grossman-Belisle

ATTEST:

______________________________________________
Milissa Peters, Town Clerk
EXHIBIT A

Memorandum of Understanding By and Between the Larimer County Sheriff’s Office, and the Town of Timnath and Timnath Police Department
MEMORANDUM OF UNDERSTANDING

By and Between

The Larimer County Sheriff’s Office and

The City of Timnath and Timnath Police Department

This Agreement is made and entered into this _____ day of __________________, 2015 (the “Effective Date”), by and between the Larimer County Sheriff’s Office and Larimer County, a political subdivision of the State of Colorado and the Town of Timnath, Colorado, a municipal corporation on behalf of Timnath Police Department collectively referred to as the Parties.

RECITALS

Whereas, the County of Larimer is a political subdivision of the State of Colorado duly organized and existing in accordance with Colorado law and the Town of Timnath is a home rule municipality duly organized and existing in accordance with Colorado law; and

Whereas, pursuant to C.R.S. Section 29-1-203(1), the County of Larimer and the Town of Timnath are authorized to cooperate with one another to provide any function or service lawfully authorized to each and are therefore each authorized under C.R.S. Section 29-1-203(1) to enter into this Agreement; and

Whereas, the Parties recognize that cooperative and coordinated multi-jurisdiction law enforcement is the most effective and efficient way to impact criminal activity and to alleviate the strain on law enforcement resources devoted to problems that cross jurisdictional boundaries within Larimer County and more specifically at property owned by Larimer County known as the Larimer County Fairgrounds and Events Complex known (the “Ranch”).

NOW, THEREFORE, in consideration of the Parties’ mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Purpose.** The purpose of this Memorandum of Understanding is to set forth, define and establish mutual agreements, understandings, and obligations by and between the Larimer County Sheriff’s Office (“SO”) and the Town of Timnath, Colorado, on behalf of Timnath Police Department (“TPD”) to provide routine and emergency law enforcement services at the Ranch during special occasions and when increased law enforcement service resources are needed.

   1.1. The Incident Command System (“ICS”) for management will be the primary structure during multi-agency staffed events. This will include major shows at the Budweiser Events Center, the Larimer County Fair, and other events which require traffic and
security services. The SO will provide an Incident Commander for all such events and will be responsible for managing law enforcement services.

1.2. Because the SO and TPD agree to work under the ICS, law enforcement officers may be asked to work a temporary duty assignment for a supervisor from the other agency, (i.e., a TPD police officer may work an assignment and be supervised by a SO supervisor, Loveland Police Department supervisor, or a Fort Collins Police supervisor). During any given event, job positions and staffing will be clearly defined in the Incident Action Plan (IAP).

1.3. The SO will further be responsible to develop a traffic and parking plan to ensure the smooth flow of traffic during events. The plan will be provided to the Loveland Traffic Engineering Department for approval. The SO will obtain all necessary permits from the City of Loveland and the Colorado Department of Transportation for traffic direction and control.

1.4. The SO will provide a qualified lieutenant to coordinate all law enforcement needs and services with the Ranch staff. The SO lieutenant will work with a TPD representative to ensure that necessary resources are coordinated to meet the community's needs.

2. **Compensation.** Routine and common law enforcement services will be handled normally and will not be additionally compensated; however, during special events when additional monetary compensation is necessary to hire law enforcement officers, the SO will negotiate with the Ranch management to determine a fair monetary amount. With the exception of mandatory felony filings related to enforcement action taken by TPD personnel at the Ranch, all subsequent related actions taken by officers, such as court appearances, will be the financial responsibility of TPD.

2.1. The hourly compensation for law enforcement officers working assignments at the Ranch may periodically change. The agreed upon amount will be authorized through an addendum to this Agreement.

2.2. The SO lieutenant will ensure that invoices for work outlining the proper compensation are completed and submitted to the Ranch staff for payment. The Ranch or the SO will issue funds to pay law enforcement work by TPD personnel within 45 days of the work being performed. TPD will be responsible for paying its employees; the Ranch will not make direct payments to individual officers.

3. **Personnel.** The SO will determine the appropriate number of officers needed for traffic and security concerns for events at the Ranch as provided by the IAP. The SO will identify the number of law enforcement officers it cannot cover and make a request to TPD to help meet those staffing needs.

3.1. A request outlining the specific personnel needs for each event will be given to the designated TPD representative. The request will include the number of personnel, the date and time of the event, the estimated duration of the event, and where and when officers should report for duty. TPD will make reasonably attempts to meet the requested needs. If it is not possible for TPD personnel to fill the requested staffing
requests, the TPD representative will send notification to the SO lieutenant as soon as possible. TDP officers will be granted user rights for the internal scheduling of events. This will allow TPD officers the ability to sign up for events as their schedule allows.

3.2. When personnel are assigned to fulfill work requests, TPD agrees to provide a POST certified and equipped police officer.

3.3. Although TPD officers may be supervised during an event by a SO supervisor, TPD remains responsible for the actions of its personnel. The Parties agree that nothing in this Agreement is intended to replace any policies or procedures established and used by TPD.

3.4. The SO will provide any necessary training or orientation to TPD officers prior to them working at the Ranch. TPD will only assign officers who have been trained for work at the Ranch to fill the SO request.

4. **Indemnification.** The Parties acknowledge that each are governmental entities that may not be permitted under current Colorado law to indemnify another entity, and further acknowledge that each party's agreement to indemnify the other is limited by applicable constitutions, statutes and case law. As such, to the extent expressly authorized by law, and consistent with the requirements of the Colorado Governmental Immunity Act (C.R.S. Section 24-10-101, et seq.), the Parties hereby indemnify and hold harmless the others from any loss, liability or damage, including attorneys' fees that each party may incur arising out of any negligent acts or omissions of the others in exercising authority in another jurisdiction granted under this Agreement. No term or condition in this Agreement shall constitute a waiver of any provision of the Colorado Governmental Immunity Act.

5. **Liability.** The Parties acknowledge that each is a governmental entity that may be covered by the Colorado Governmental Immunity Act.

5.1. The Parties agree that during the time a Peace Officer employed by a Party exercises their authority under this agreement to enforce state laws or effectuate an arrest throughout Larimer County, any liability which accrues under the provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., on account of a negligent or other tortious act or omission of the Peace Officer while exercising authority under this agreement throughout Larimer County shall be imposed upon the Party employing such Peace Officer.

5.2. Each Party, to the extent permitted by federal and state law, shall be liable for the acts or omissions of its respective personnel. Nothing herein shall be deemed a waiver of the notice requirements, defenses, immunities and limitations of liability that the Parties and their respective officers and employees may have under the Colorado Governmental Immunity Act (C.R.S. Section 24-10-101, et seq.) and under any other law.

5.3. Each Party, to the extent permitted by law, waives all claims and causes of action against the other Parties for compensation, damages, personal injury or death occurring as a consequence, direct or indirect, of the exercise of authority under this Agreement. Each Party shall be responsible for any worker's compensation claims filed by its respective
personnel arising from injuries sustained as a result of exercising authority under this agreement within the course and scope of their employment.

6. **Effective Date.** This Memorandum of Understanding will begin as of the Effective Date noted above and remain in effect until rescinded by one or both of the parties. Any signatory may terminate this agreement by delivering a 60-day written notice of termination, signed by its designated representative, to the designated representatives of each of the other signatories.

7. **No Third Party Beneficiaries.** This Agreement is made for the sole and exclusive benefit of the Parties hereto and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.

8. **Waiver.** No waiver by any of the Parties hereto of any of the terms and conditions of this Agreement shall be deemed to be or be construed as a waiver of any other term or condition of this Agreement, nor shall a waiver of any breach of this Agreement be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.

9. **Severability.** If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those in which it is held invalid, shall not be affected thereby.

10. **Relationship of Parties.** The Parties hereto enter into this Agreement as separate and independent governmental entities and each shall maintain such status throughout the term of this Agreement.

11. **Signature Authority.** The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their individual or representative capacity.

12. **Binding Effect.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. **Counterpart Signatures.** The Parties agree that counterpart signatures of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.
LARIMER COUNTY SHERIFF'S OFFICE
By: _____________________________
   Justin E. Smith, Sheriff
   Larimer County, Colorado
Date: ___________________________

TIMNATH POLICE DEPARTMENT
By: _____________________________
   Sherri Wagner, Chief of Police
   Timnath, Colorado
Date: ___________________________

LARIMER COUNTY, COLORADO
By: _____________________________
   Linda Hoffmann, County Manager
   Larimer County Board of County
   Commissioners
Date: ___________________________

TOWN OF TIMNATH
By: _____________________________
   April Getchius, Town Manager
   Timnath, Colorado
Date: ___________________________
FIRST ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE LARIMER COUNTY SHERIFF AND THE TIMNATH POLICE DEPARTMENT

This First Addendum to the Memorandum of Understanding by and between the Larimer County Sheriff’s Office and the Town of Timnath, Colorado on behalf of Timnath Police Department, is entered into by and between the Larimer County Sheriff and Larimer County, a political subdivision of the State of Colorado, and the Town of Timnath, Colorado, a municipal corporation, on behalf of Timnath Police Department (“TPD”).

WHEREAS, the Parties entered into that certain agreement, Memorandum of Understanding by and between the Larimer County Sheriff’s Office and the Town of Timnath, Colorado, on behalf of Timnath Police Department (the “Agreement”), for law enforcement services to be performed at the Larimer County Fairgrounds and Events Complex known as the Ranch; and

WHEREAS, the Agreement provides that compensation rates for law enforcement services will be identified in an addendum to the Agreement, and the parties now seek to set such rates in this First Addendum.

NOW, THEREFORE, by and in consideration of the terms of the Agreement, the terms of this First Addendum and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. General Rate. Pursuant to Section 2 of the Agreement the general compensation rate shall be:
   a. For non-supervisory services by law enforcement officers $45.00 dollars per hour or portion of hour; and
   b. For supervisory services by law enforcement officers NA dollars per hour or portion of hour.

2. Effective Date. These compensation rates shall remain in effect until amended by written agreement of the Parties or termination of the Agreement.

LARIMER COUNTY SHERIFF’S OFFICE TIMNATH POLICE DEPARTMENT

By: By:

__________________________ __________________________
Justin E. Smith Sherri Wagner
Sheriff, Larimer County Chief of Police, Timnath, Colorado

Date:____________________ Date:____________________

LARIMER COUNTY, COLORADO CITY OF TIMNATH

By: By:

__________________________ __________________________
Linda Hoffmann, County Manager April Getchius, Town Manager
Larimer County Board of County Timnath, Colorado
Commissioners

Date:____________________ Date:____________________
**EXECUTIVE SUMMARY:** The South Fort Collins Sanitation District is requiring reimbursement for the connection of the Old Town Sewer to the sewer interceptor built by others in 2005. The MOU is between all involved parties and documents the reimbursement costs.

**STAFF RECOMMENDATION:** Approval

**KEY POINTS/SUPPORTING INFORMATION:**
- The sewer interceptor built in 2005 was funded by Timnath Ranch, LLC and Harmony, LLC
- Their reimbursement agreement with the SFCSD identified the Old Town area as an “orphan property”
- Reimbursement agreement allows for the District to collect reimbursement fees from any orphan property connecting to the interceptor
- Payment of reimbursement costs is required before the District will allow Old Town properties to be connected.

**ADVANTAGES:** Allows for completion and connection of Old Town properties to the sewer system.

**DISADVANTAGES:** None

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

**RECOMMENDED MOTION:** I move to approve Resolution No. 23, Series 2015 approving the Memorandum of Understanding between the Town of Timnath, South Fort Collins Sanitation District, Timnath Ranch, LLC, Harmony, LLC, Timnath Farms Investments, LLC, CAC Timnath, LLC, and Riverbend Ventures, LLC.

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

Date: April 14, 2015
Vendor: South Fort Collins Sanitation District
Department: Engineering
Project: Offsite Sewer Extension

Description: Reimbursement costs for connection of the Old Town Sewer/South Town Lateral to the sewer interceptor built in 2005.

Is this purchase more than $25,000   X Yes   No

Is this the purchase of Real Estate or Land   X Yes   No

Is this the purchase of Public Art   X Yes   No

Is this a budget request for a purchase that will exceed the approved budget   No

Advantages: Allows for completion and connection of Old Town properties to the sewer system.

Disadvantages: None

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
<th>Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offsite Sewer Extension</td>
<td>$200,000</td>
<td>$196,154.75</td>
<td>$49,696.40</td>
<td>$146,458.35</td>
<td></td>
</tr>
</tbody>
</table>

Financial Impact: Expense is a budgeted item

Recommendation/Justification: Recommend approval as item is budgeted for and needed

Requesting Department Signature: [Signature]  4/18/15

Town Manager Signature: [Signature]  4/18/15
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 23, SERIES 2015

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH
THE TOWN OF TIMNATH, SOUTH FORT COLLINS SANITATION DISTRICT,
TIMNATH RANCH, LLC, HARMONY, LLC, TIMNATH FARMS INVESTMENTS,
LLC, CAC TIMNATH, LLC AND RIVERBEND VENTURES, LLC

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

WHEREAS, attached hereto as Exhibit A is the Memorandum of Understanding between the Town of Timnath, South Fort Collins Sanitation District, Timnath Ranch, LLC, Harmony, LLC, Timnath Farms Investments, LLC, CAC Timnath, LLC, and Riverbend Ventures, LLC, (the “MOU”); and

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

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

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON APRIL 14, 2015.

TOWN OF TIMNATH, COLORADO

_________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_________________________________
Milissa Peters, Town Clerk
EXHIBIT A

MEMORANDUM OF UNDERSTANDING
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is executed this _____ day of _______, 2015 by the undersigned, SOUTH FORT COLLINS SANITATION DISTRICT, TIMNATH RANCH, LLC, HARMONY, LLC, TIMNATH FARM INVESTMENTS, LLC, CAC TIMNATH, LLC, RIVERBEND VENTURES, LLC, AND THE TOWN OF TIMNATH, a home rule municipality of the State of Colorado. The undersigned acknowledge the following:

1. SOUTH FORT COLLINS SANITATION DISTRICT, TIMNATH RANCH, LLC, HARMONY, LLC, and TIMNATH LAND AND CATTLE CO., II, LLC are parties to a certain reimbursement agreement dated May 24, 2005 (the “Reimbursement Agreement”). Such Reimbursement Agreement is filed of record in the Clerk and Recorder’s office of Larimer County, State of Colorado at Reception Number 2005-0059203.

2. Pursuant to the Reimbursement Agreement TIMNATH LAND AND CATTLE CO. II, LLC agreed to be responsible for thirty eight (38%) of the “Reimbursable Project Costs” as further described in the Reimbursement Agreement.

3. TIMNATH FARM INVESTMENTS, LLC assumed, pursuant to the Assignment and Assumption of Reimbursement Agreement entered into with TIMNATH LAND AND CATTLE CO. II, LLC and filed of record in the Clerk and Recorder’s office of Larimer County, State of Colorado at Reception Number 2005-0103920, nineteen percent (19%) of the Reimbursable Project Costs, such amount being the total amount attributable to the property referred to as “Timnath Land South” in the Reimbursement Agreement. Timnath Farm Investments, LLC’s portion of the Reimbursable Project Costs has been paid and they are no longer subject to the Reimbursement Agreement.

4. TIMNATH LAND AND CATTLE CO. II, LLC, which is now known as CAC TIMNATH, LLC remains responsible for the nineteen percent (19%) of the Reimbursable Project Costs associated with the property referred to as “Timnath Land North” in the reimbursement agreement.

5. Per a “Release of Reimbursement Agreement and Acknowledgement of Receipt of Payment” dated May 25, 2007 between SOUTH FORT COLLINS SANITATION DISTRICT, TIMNATH RANCH, LLC AND HARMONY, LLC, the Reimbursable Project Costs of $1,904,297.92 were used to determine the sum paid by TIMNATH FARM INVESTMENTS, LLC.

6. Pursuant to the Reimbursement Agreement, until paid to the District, the Reimbursable Project Costs shall bear interest at the rate of seven percent (7%) per annum, without compounding.

7. RIVERBEND VENTURES, LLC and the TOWN OF TIMNATH were not parties to the Reimbursement Agreement and were considered Orphan Parcels. Pursuant to the Reimbursement Agreement, the District may charge the owner of any Orphan Parcel any connection fee or other charges which the District determines to be appropriate. This Memorandum of Understanding establishes those fees. Reimbursement rates for these parcels will be based on the cost per single family equivalent ($/SFE) of the CAC TIMNATH, LLC parcels, based on the SFE per the “Timnath Sanitary Sewer Infrastructure Master Plan Report (TST, Inc. Consulting Engineers, 2005)” which is also referred to as the 2005 Master Plan.
8. This memorandum of Understanding resolves all outstanding reimbursement from the original Reimbursement Agreement.

NOW, THEREFORE, the following are the reimbursements and timeframes that CAC TIMNATH, LLC, RIVERBEND VENTURES, LLC and the TOWN OF TIMNATH are responsible for:

1. **CAC TIMNATH, LLC**
   Reimbursement is due upon connection of the sewer main to the existing manhole in the Harmony subdivision. Interest will continue to accrue at the rate of seven percent (7%) per annum as specified in the Reimbursement Agreement. The current reimbursement amount expressed below is valid thru May 24, 2015.

   Reimbursable Project Costs: $1,904,297.92
   CAC TIMNATH, LLC Responsibility 19%
   Reimbursement amount $361,816.60
   + 7% interest/yr (thru May 24, 2015) $253,271.62
   Total Reimbursement = $615,088.23
   Reimbursed to:
   50% to Harmony, LLC $307,544.11
   50% to Timnath Ranch, LLC $307,544.11
   Timnath Land North SFE per 2005 Master Plan 1609 $382.28

2. **RIVERBEND VENTURES, LLC**
   Reimbursement is due upon connection of the first tap in the subdivision, not including the TDA or PFA lots. Interest will accrue at the rate of five (5%) per annum until paid to the District. The current reimbursement amount expressed below is valid thru May 24, 2015.

   SFE (includes Rae parcel) 250
   Reimbursement based on $382.28/SFE $95,570.00
   Reimbursed to:
   45.5% to Timnath Ranch, LLC $43,484.35
   35.5% to Harmony, LLC $33,927.35
   19.0% to Timnath Farms Inv., LLC $18,158.30

3. **TOWN OF TIMNATH**
   Reimbursement is due upon connection of the first tap in Old Town. Interest will accrue at the rate of five (5%) per annum until paid to the District. The current reimbursement amount expressed below is valid thru May 24, 2015.
SFE 130
Reimbursement based on $382.28/SFE $ 49,696.40

Reimbursed to:
45.5% to Timnath Ranch, LLC $ 22,611.86
35.5% to Harmony, LLC $ 17,642.22
19.0% to Timnath Farms Inv., LLC $ 9,442.32

IN WITNESS WHEREOF, the parties named below have executed this MEMORANDUM OF UNDERSTANDING as of the day and year first hereinabove written. Pursuant to Paragraph 14 of the Reimbursement Agreement, by their signatures below the parties, and their assigns, as applicable, to the Reimbursement Agreement agree to extend the term of the Reimbursement Agreement for seven (7) years from the effective date of this MOU.

SOUTH FORT COLLINS SANITATION DISTRICT

By:______________________________
Title:_____________________________

STATE OF COLORADO )
COUNTY OF ____________ ) ss.

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this _____ day of __________, 2015 by ____________________________ as the ______________________ of SOUTH FORT COLLINS SANITATION DISTRICT.

My commission expires:
Witness my hand and official seal.

____________________________
Notary Public

____________________________
Address
TIMNATH RANCH, LLC

By: ____________________________

Title: ____________________________

STATE OF COLORADO )
COUNTY OF ____________ ) ss.
The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this _____ day of __________, 2015 by ____________________________ as the ________________________ of TIMNATH RANCH LLC.

My commission expires:
Witness my hand and official seal.

_____________________________
Notary Public

_____________________________
Address
HARMONY, LLC

By:______________________________

Title:_____________________________

STATE OF COLORADO )
COUNTY OF ____________ ) ss.

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this _____ day of __________, 2015 by ____________________________ as the ________________ of HARMONY, LLC.

My commission expires:
Witness my hand and official seal.

____________________________
Notary Public

____________________________
Address
TIMNATH FARMS INVESTMENTS, LLC

By: __________________________

Title: __________________________

STATE OF COLORADO )
COUNTY OF ____________ ) ss.

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this _____ day of __________, 2015 by ____________________________ as the ________________________ of TIMNATH FARMS INVESTMENTS, LLC.

My commission expires:
Witness my hand and official seal.

____________________________
Notary Public

____________________________
Address
CAC TIMNATH, LLC

By: ______________________________

Title: ______________________________

STATE OF _____________ )
                           ) ss.
COUNTY OF ____________ )

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me
this _____ day of __________, 2015 by ______________________________ as the
________________________ of CAC TIMNATH, LLC.

My commission expires:
Witness my hand and official seal.

____________________________
Notary Public

____________________________
Address
RIVERBEND VENTURES, LLC

By:______________________________

Title:_____________________________

STATE OF COLORADO )
                 ) ss.
COUNTY OF ____________) ss.

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this _____ day of __________, 2015 by ____________________________ as the ____________________ of RIVERBEND VENTURES, LLC.

My commission expires:
Witness my hand and official seal.

________________________________
Notary Public

________________________________
Address
TOWN OF TIMNATH

By: ____________________________

Title: ____________________________

STATE OF COLORADO  
) ss.
COUNTY OF ____________  
)

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this _____ day of __________, 2015 by ____________________________ as the ____________________________ of TOWN OF TIMNATH.

My commission expires:
Witness my hand and official seal.

____________________________
Notary Public

____________________________
Address
# COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date: April 14, 2015</th>
<th>Item: A Resolution Approving a Change Order #17 to the “Old Town Timnath, Improvement Project – Phase 2B (South Town Lateral) Contract with Gerrard Excavating, Inc.</th>
<th>Ordinance □</th>
<th>Resolution √</th>
<th>Discussion □</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presented by: Don Taranto</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

## EXECUTIVE SUMMARY:
Gerrard is currently under contract with the Town to build a sanitary sewer line to serve the Old Town area. During the construction, additional work items were required. Gerrard compiled these into various request for change orders, which are being grouped together and approved with this change order.

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

## KEY POINTS/SUPPORTING INFORMATION:
- Items were necessary for the completion of the sewer project.
- Original contract with Gerrard for the project (construction phase) was $2,562,372.26
- Paid as of 12/1/14 is $2,367,240.35
- With approval of this change order, total actual construction cost will be $2,409,895.14, which is $152,477.12 under the original contract value.

## ADVANTAGES:
Work was required for the project.

## DISADVANTAGES:
None

## FINANCIAL IMPACT:
Was part of the 2014 budget for the offsite sewer project. Due to change order negotiations, it was not able to be resolved before the end of the year.

## RECOMMENDED MOTION:
I move to approve Resolution No. 24, Series 2015 approving the Change Order #17 to the “Old Town Timnath, Improvement Project – Phase 2B (South Town Lateral) Contract with Gerrard Excavating, Inc.

## ATTACHMENTS:
1. Resolution, 2. Change Order #17
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 24, SERIES 2015

A RESOLUTION APPROVING A CHANGE ORDER #17 TO THE “OLD TOWN TIMNATH, IMPROVEMENT PROJECT – PHASE 2B (SOUTH TOWN LATERAL) CONTRACT WITH GERRARD EXCAVATING, INC.

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

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

WHEREAS, a change order with Gerrard Excavating, Inc. for construction services is attached hereto as Exhibit A.

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

Section 1. Approval
The Town hereby approves the Agreement or Document and authorizes its execution by the Mayor, or other person authorized by the Town adopted resolution or Documents.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN OF TIMNATH, ON APRIL 14, 2015.

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, Town Clerk
CHANGE ORDER NO. 17

Dated: April 7, 2016

ORIGINAL CONTRACT FOR: Old Town Timnath, Improvement Project - Phase 1
CURRENT PHASE: Old Town Timnath, Improvement Project – Phase 2B (South Town Lateral)

Agreement Date: June 5, 2009

OWNER: Town of Timnath, Colorado

CONTRACTOR: Gerrard Excavating, Inc.

The following changes are hereby made to the Contract Documents:

Description: See Attached

Attachments: Exhibit A

ADJUSTMENT TO CONTRACT PRICE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Phase 2B Contract Price</td>
<td>$2,562,372.26</td>
</tr>
<tr>
<td>Phase 2B Net Change Previous Change Orders No. 15 to No. 16</td>
<td>$165,252.25</td>
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<tr>
<td>Phase 2B Contract Price prior to this Change Order</td>
<td>$2,717,624.51</td>
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<td>Phase 2B Net Adjustment Resulting from this Change Order (+ or -)</td>
<td>$179,565.95</td>
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<td>Phase 2B Current Contract Price including this Change Order</td>
<td>$2,897,210.46</td>
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ADJUSTMENT TO CONTRACT TIME

<table>
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<tr>
<th>Description</th>
<th>Days</th>
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<tbody>
<tr>
<td>Phase 2B Original Contract Time (days or date)</td>
<td>120 days</td>
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<tr>
<td>Net Change Previous Change Orders No. 15 to No. 16 (days)</td>
<td>101 days</td>
</tr>
<tr>
<td>Contract Time Prior to this Change Order (days or date)</td>
<td>221 days</td>
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<tr>
<td>Net Adjustment Resulting From this Change Order (days)</td>
<td>0 days</td>
</tr>
<tr>
<td>Current Contract Time Including this Change Order (days or date)</td>
<td>221 days</td>
</tr>
</tbody>
</table>

Recommended: TST, Inc., Engineer

Approved: Town of Timnath, CO, Owner

Recommended: Gerrard Excavating, Inc., Contractor

Approved: By: [Signature]

Date: 4/8/15

Date: [April 2015]
DESCRIPTION: ITEM NO. 1 – Traffic Control

One (1) Line Item is being added to the Bid Schedule due to additional traffic control costs. Additional costs were due to coordination with Brunner Farms which lengthened the duration of the closure of CR 36 and the addition of Electronic Message Boards to notify residents of the closure of the CR36/Three Bell intersection for repaving. The related costs are detailed in Gerrard’s RFCO #7. The accepted adjustment is as follows:

Additional Line Item:

Add Item A.1.5 – Additional Traffic Control; 1 LS based on a unit price of $7,450.80/LS (increase of $7,450.80)

Change in Contract Price = $7,450.80 (increase)

DESCRIPTION: ITEM NO. 2 – Replace MH #27 Base

One (1) Line Item is being added to the Bid Schedule for the replacement of the base for MH 27. Due to changes with the elevation of the bore, the precast base for the manhole on the south side could not be used due to a change in the invert in/out difference and needed to be replaced. The related costs are detailed in Gerrard’s RFCO #16. The accepted adjustment is as follows:

Additional Line Item:

Add Item F.II.12 – Replace MH #27 Base; 1 LS based on a unit price of $1,705.75/LS (increase of $1,705.75)

Change in Contract Price = $1,705.75 (increase)

DESCRIPTION: ITEM NO. 3 – Stabilization Material

One (1) Line Item is being added to the Bid Schedule to account for stabilization material acquisition issues. During construction, the required stabilization material for the sewer trench became not available at the local gravel pits. The material type had to be changed and obtained at a gravel pit further away. This was out of control of the contractor and resulted in additional costs for material and hauling. The related costs are detailed in Gerrard’s RFCO #17. The accepted adjustment is as follows:

Additional Line Item:

Add Item G.4 – Stabilization Material Change; 586.43 TN based on a unit price of $14.45/TN (increase of $8,473.91)

Change in Contract Price = $8,473.91 (increase)
DESCRIPTION: ITEM NO. 4 – Old Town Sewer Reinspection

One (1) Line Item is being added to the Bid Schedule for the reinspection of the Old Town Sewer lines. Due to the amount of time that had elapsed from when the lines were originally constructed, the SFCSD required a new video (reinspection) of the lines before they would accept them. The related costs are detailed in Gerrard’s RFCO #18. The accepted adjustment is as follows:

Add Line Item:

Add Line Item G.5 – Reinspect Old Town Lines; 1 LS based on a unit price of $8,577.45/LS (increase of $8,577.45)

Change in Contract Price = $8,577.45 (increase)

DESCRIPTION: ITEM NO. 5 – Additional Dewatering Charges

Three (3) Line Items are being added to the Bid Schedule due to ground water flow rates being higher than initially anticipated. Due to the increased ground water at the bore pit and thru the Fewell’s property, additional pumps were required and progress of sewer installation was slower. The related costs are detailed in Gerrard’s RFCO #19r & 22 accepted adjustment is as follows:

Add Line Items:

Add Line Item D.II.8 – Additional dewatering – Section E; 1 LS based on a unit price of $79,440.98/LS (increase of $8,110.66)
Add Line Item E.II.8 – Additional dewatering – Section E; 1 LS based on a unit price of $79,440.98/LS (increase of $87,551.64)
Add Line Item F.II.13 – Additional dewatering – Section F; 1 LS based on a unit price of $79,440.98/LS (increase of $30,829.29)

Change in Contract Price = $126,491.59 (increase)

DESCRIPTION: ITEM NO. 6 – Remove & Reset MH 21

One (1) Line Item is being added to the Bid Schedule for the relocation of MH 21. Due to a shift in the bore under Harmony Road for the second bore attempt, the SFCSD required an existing manhole (#21) on the north side of Harmony Road that had been installed with a previous phase of construction to be relocated. The related costs are detailed in Gerrard’s RFCO #20. The accepted adjustment is as follows:

Add Line Item:

Add Line Item F.II.14 – Relocate MH 21; 1 LS based on a unit price of $10,935.25/LS (increase of $10,935.25)

Change in Contract Price = $10,935.25 (increase)
DESCRIPTION: ITEM NO. 7 – Site Cleanup from rains

One (1) Line Item is being added to the Bid Schedule for site cleanup from unexpected rain. While the Contractor was working on the Brunner sewer lines (CO #15), an unseasonable heavy rainstorm occurred during the end of June that overwhelmed the irrigation ditches and caused a breach into the main sewer trench. Additional time was required to dewater and clean up the site due to this event that was beyond the Contractor's control. The related costs are detailed in Gerrard's RFCO #21. The accepted adjustment is as follows:

Add Line Item:

Add Line Item E.II.9 – Site cleanup and dewatering; 1 LS based on a unit price of $4,027.50/LS (increase of $4,027.50)

Change in Contract Price = $4,027.50 (increase)

DESCRIPTION: ITEM NO. 8 – Additional subcontractor work items

Three (3) Line Items are being added to the Bid Schedule for additional work items that were not part of the original construction. These items were: surveying on the north side of Harmony Road due to the relocation of MH #21 per the SFCSD requirement; repairing a section of concrete lined ditch that collapsed due to a trench collapse (outside of contractor's control); and replacement of a box culvert also damaged by the collapse. The related costs are detailed in Gerrard's RFCO #23. The accepted adjustment is as follows:

Add Line Items:

Add Line Item E.II.10 – Concrete Ditch Repair; 1 LS based on a unit price of $6,713.70/LS (increase of $6,713.70)
Add Line Item F.II.15 – Additional Surveying, north of Harmony; 1 LS based on a unit price of $210.00/LS (increase of $210.00)

Change in Contract Price = $6,923.70 (increase)

DESCRIPTION: ITEM NO. 9 – Bore Settlement

One (1) Line Item is being added to the Bid Schedule for a negotiated settlement regarding the failed bore attempt. When the 1st bore attempt failed, Gerrard chose, on their own accord, to replace the subcontractor. The original contractor filled a claim for nonpayment for the failed bore, which it was the Town's opinion should not be paid as it was not completed per the project specifications. A settlement was negotiated by Gerrard, which the Town agreed to split. The accepted adjustment is as follows:

Add Line Item:

Add Line Item F.II.16 – Bore Settlement; 1 LS based on a unit price of $5,000.00/LS (increase of $5,000.00)

Change in Contract Price = $5,000.00 (increase)
**EXECUTIVE SUMMARY:** As owner of certain mineral rights, the Town has had the opportunity to negotiate certain terms with Peterson Energy (“Peterson”), the operator, and Cimmaron Resources (“Cimmaron”) concerning wells to be drilled outside of Town boundaries. These terms are memorialized in three agreements: an Oil and Gas Operator Agreement (“MOU”), a Site Access Agreement, and Oil and Gas Lease (“Lease”). The MOU and Access Agreement were approved by the Council on March 10, 2015. The Lease is attached here to the proposed approval resolution (the “Resolution”).

**STAFF RECOMMENDATION:**
Staff recommends approval of the attached Resolution.

**KEY POINTS/SUPPORTING INFORMATION:**

The Lease provides:
- For a three year primary term, extended by production for so long as oil or gas is produced in paying quantities;
- For the following consideration to the Town, as lessor: $850/net mineral acre (approx. 30 acres = $25,500) plus 20% royalty without deduction of costs incurred to condition the gas and/or oil for market and incurred to deliver it to the first commercial market;
- That the Town will not occupy or use the surface of the leased lands for its oil and gas operations, and drilling and production of oil and gas will be from wellpads on other property;
- That Cimmaron as lessee may pool the leasehold with other lands included in a COPGCC spacing unit, but may not unitize the leasehold with other lands without the prior written consent of the Town;
- That Cimmaron will indemnify and defend the Town against all damage and liability resulting from Cimmaron’s operations; and
- For perimeter fencing and other provisions, consistent with the requirements of the MOU entered into between Peterson and the Town.

**ADVANTAGES:**
The Lease is in lieu of “forced pooling” under § 34-60-116, Colorado Revised Statutes, in which case the terms of any lease agreements between Town, Operator, and Cimmaron would be dictated by statute under less favorable terms than are contained in the Lease.

**DISADVANTAGES:**
Potential environmental impacts in the event of a spill.

**FINANCIAL IMPACT:**
$25,500 in immediate revenue. Potential future royalty revenue.
**RECOMMENDED MOTION:**
I move approval of Resolution No. 25, Series 2015 entitled A Resolution Approving an Oil and Gas Lease with Cimmaron Resources.

**ATTACHMENTS:**
1. Resolution
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 25, SERIES 2015

A RESOLUTION APPROVING AN OIL AND GAS LEASE WITH CIMMARON RESOURCES

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

WHEREAS, attached hereto as Exhibits A is the Oil and Gas Lease with Cimmaron Resources, Inc. (the “Lease”); and

WHEREAS, the Town Council is familiar with the Lease 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 Lease is hereby approved in substantially the form as attached hereto, subject to technical or otherwise minor modifications, as deemed necessary by the Town Manager in consultation with the Town Mayor, Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON APRIL 14, 2015.

TOWN OF TIMNATH, COLORADO

__________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________
Milissa Peters, Town Clerk
EXHIBIT A

OIL AND GAS LEASE
OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into the ______ day of _________________, 2015, by and between, TOWN OF TIMNATH, A Home Rule Municipality of the State of Colorado, as Lessor, whose address is 4800 Goodman Road, Timnath, Colorado 80547, hereinafter called Lessor (whether one or more) and CIMMARON RESOURCES, INC., whose post office address is P.O. Box 103310, Denver, CO 80250, hereinafter called Lessee:

WITNESSETH:

1. That the Lessor, for and in consideration of Ten or more dollars ($10.00+) in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the agreements of Lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto Lessee its interest in oil and gas underlying the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for producing oil or gas, or both (as defined below), locations situated off the leased lands, said lands being situated in the County of Larimer, State of Colorado, described as follows, to-wit:

   a) Township 6 North, Range 68 West, 6th P.M.
      Section 1: Tract E (11.286) of the Timnath Ranch Subdivision First Filing Second Amendment, 
      recorded at Reception #20130031457
      Containing 11.286000 acres, more or less
      Mineral Interest: 50.00000%
      Net Mineral acres: 5.64300

   b) Township 6 North, Range 68 West, 6th P.M.
      Section 1: Tract K of the Timnath Ranch Subdivision Third Filing, 
      recorded at Reception #20070046249, which is lying in the east half of Section 1
      Containing 25.28400 acres, more or less
      Mineral Interest: 100.00000%
      Net Mineral acres: 25.28400

   c) Township 6 North, Range 68 West, 6th P.M.
      Section 1: Lot 11, Block 1 of the Timnath Ranch Subdivision Fourth Filing, Final Plat, 
      recorded at Reception #20070067927 in Larimer County
      also known as 4800 Goodman Street, Timnath Colorado 80547
      Containing 1.85500 acres, more or less
      Mineral Interest: 100.00000%
      Net Mineral acres: 1.85500

Comprising approximately 32.7820 total net mineral acres underlying the said Section 1; and together with Lessor’s mineral interest in oil and gas underlying road and street rights-of-way and easements located in the E/2 and E/2NW/4, Section 1, T6N, R68W, 6th PM in Larimer County, Colorado.

In addition to the land described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, its interests in oil and gas underlying the lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by Lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the land described above; and (3) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating non-royalty payments provided for herein, it shall be deemed that the lands covered by this lease contain 59.27 acres more or less, hereinafter called “leased premises,” whether there actually be more or less. In the event that the Parties hereto determine that it is necessary to conduct a resurvey of the lands described herein and the Parties determine that the above stated legal description or the identified total number of acres is non-conforming, whether identifying more or less acreage,
then to the extent the results of such resurvey are accepted by the Parties, this lease shall be deemed to conform to and apply to all of the lands described in the resurvey and any payments accruing under the terms of this lease, including bonus, delay rentals, and shut-in royalties, shall be calculated to conform to the resurvey.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or other operations conducted in an effort to establish, resume or re-establish production of oil and gas from the leased premises; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well and the commencement of drilling operations on another well; the Lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as Lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and Lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as Lessee has the requisite equipment for such operations at the wellsite.3. This is a PAID-UP LEASE and all cash consideration recited above and annual rentals have been paid to Lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the above cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

4. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be One-Fifth (20.00%) of such production, to be delivered in-kind at Lessor's option to Lessor at the wellhead or to Lessor's credit without deduction at the oil purchaser's transportation facilities (and subject to the provisions of subpart c), d) and e)); (b) for gas (including casinghead gas, natural gas liquids and other valuable substances extracted therefrom) and all other substances covered hereby, the royalty shall be One-Fifth (20.00%) of the actual gross proceeds realized by the Lessee at the place of the first arms length sale of gas by Lessee, less Lessor's proportionate share (calculated as a percentage of mmbtu's transported) of reasonable and necessary transportation costs incurred by the Lessee to transport such gas or other substance from the first actual commercial market for such product downstream to the actual point of sale (and subject to the provisions of subpart c), d) and e)); (c) in calculating royalties on production hereunder, Lessee shall bear all costs incurred to condition such oil or gas for the first commercial market for each product sold and incurred to deliver such oil or gas to each such first commercial market, whether such costs are incurred before or after sale of such oil and gas by Lessee, and the Lessor shall be reimbursed in the royalty calculation with its proportionate share of any and all such costs incurred by Lessee or third party purchasers after the point of sale, which are deducted directly or indirectly from the royalty or from the gross proceeds received by the Lessee; d) provided however that, for royalty calculation purposes, the royalty paid to Lessor shall never be less than One-Fifth (20.00%) of the entire actual market value of such product, without deduction, delivered to the first commercial market for such product, in a condition which satisfies the specifications of such market for product quality and pressure; and (e) Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes.

5. If at any time, either before or after the expiration of the primary time, there is a well capable of producing oil or gas on the leased premises, or on other lands with which the leased premises are pooled or unitized, but the well is shut-on, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by Lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable due diligence to market the oil or gas capable of being produced from such shut-in well. When the lease is continued in force in this manner, Lessee shall pay or tender to the Lessor or Lessor's successors or assigns, an amount equal to Five Dollars ($5.00) per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the wells is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-on, Lessee shall make payment of shut-in royalty in the same amount and manner. The term “shut-in royalty payment date” shall mean the anniversary date of this lease. Any shut-in royalty payment may be made in cash, good funds, or check, mailed or tendered on or before the shut-in royalty date. This shut-in royalty clause may not be utilized by the Lessee to maintain the Lease in effect for a period, or cumulative periods taken together, of more than two years during the life of this Oil and Gas Lease.

6. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 8 or the action of any governmental
authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking, deepening or plugging back an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within one hundred twenty (120) days after completion of operations on such dry hole or within one hundred twenty (120) days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term no further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than one hundred twenty (120) consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, and as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) fully develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or lands pooled or unitized therewith, or (b) fully protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. Lessee’s duty to further explore the leased premises shall be governed by applicable Colorado law related to implied covenants in oil and gas leases.

7. Lessee may use in its operations located on the applicable remote wellsite(s), free of cost, reasonable oil, gas, water and/or other substances produced from the leased premises for the purpose of conducting operations necessary to produce such oil and gas from the leased premises.

8. If Lessor owns less than the full mineral estate in all or part of the leased premises, royalties shall be paid to Lessor in proportion to the mineral interest actually owned by Lessor. To the extent any royalty payment attributable to the mineral estate covered by this lease is required by law to be paid to someone other than Lessor, that portion of such royalty due to such other person or entity shall be thereafter paid to such other person and payments to the Lessor shall be proportionately reduced.

9. Lessee shall have the right but not the obligation to pool and include in a spacing unit all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called “pooling criteria”): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%; and for a gas well (other than a horizontal completion) shall not exceed 160 acres plus a maximum acreage tolerance of 10%; and such spacing unit shall be approved by the Colorado Oil and Gas Conservation Commission. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil and/or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a spacing unit, which includes all or any part of the leased premises, shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the spacing unit bears to the total gross acreage in the spacing unit. In the event a unit is formed hereunder before the spacing unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the spacing unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the spacing unit shall be revised if necessary to conform to the pooling criteria that actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and without exceeding the size limits set out above, Lessee shall have the recurring right but not the obligation to revise any spacing unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a spacing unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the spacing unit by virtue of such revision, the proportion of spacing unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a spacing unit, or upon permanent cessation thereof, Lessee may terminate the spacing unit by filing of record a written declaration describing the spacing unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.
10. Other than as set out in Paragraph 9 above, the Lessee shall not space, pool or unitize the Leased Premises without the prior, express and voluntary written consent of the Lessor; Lessor’s approval is not to be unreasonably withheld.

11. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns, except that the Interest of the Lessee hereunder may be transferred only to a person or entity who has the demonstrated financial and operational ability to prudently operate the lease and to fully comply with all obligations of the Lessee hereunder. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until Lessee has been furnished copies of the documents establishing such change of ownership. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit, either jointly, or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part to a person or entity who is accepted in writing by the Lessor as capable of satisfying all the obligations of the Lessee under the terms of this Oil and Gas Lease, Lessee shall be relieved of all obligations therefor arising with respect to the transferred interest, and failure of the transferee to thereafter satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

12. This lease shall be subject to all federal, state, county or municipal laws, executive orders, rules and regulations, and Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, an Act of God, floods, terrorism, wars, strikes, lockouts, or riots, and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by, or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be so prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

13. In obtaining this Oil and Gas Lease and in conducting its operations hereunder Lessee has relied on its own review of applicable title data. Neither the Lessor nor its successors and assigns warrant title to the leased premises for any purpose whatsoever. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, (during such suspension, such royalty and shut-in royalty shall bear interest at the rate of 8% per annum compounded annually, to be paid by Lessee) until Lessee has obtained satisfactory evidence of the identity of the actual owner of the disputed property interest.14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said Lessor and Lessee.

15. With respect to and for the purpose of this lease, Lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

16. The term oil as used in this lease shall include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall include any substance, either combustible or non combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, gas produced from coal seams or any formations in communication therewith (herein called "coal seam gas"), casinghead gas and sulphur, together with natural gas liquids and other valuable substances extracted from such gas stream. .

Additional Provisions

17. The lands covered by this lease described in paragraph 1 above constitute lands owned and administered by the Town of Timnath. It is expressly understood and agreed that that absolutely no oil or gas surface operations, wells, production facilities, pipelines, powerlines, roads, facilities or equipment shall be conducted or located on or upon the lands covered by this lease nor within 1,000 feet thereof as defined by Rule 604.a(3) of the Colorado Oil & Gas Conservation Commission. However, as an express exception to this no surface occupancy provision, this Paragraph 17 shall not preclude the Lessee or other parties from obtaining from Lessor by negotiation rights-of-way or easements for pipelines or utilities along and under roads or streets.
and related rights-of-way or easements owned or administered by the Lessor in the E/2 and E/2NW/4 of Section 1, T6N, R68W, 6th PM, Larimer County, Colorado.

18. Lessee agrees to indemnify, defend and hold Lessor, together with Lessor’s property, employees, agents, contractors, guests and invitees, harmless from and against any and all expenses, injury, losses, claims or damages resulting from or relating to Lessee’s operations and activities on, related to or in the area of the leased premises, or lands pooled or unitized therewith. However, such indemnification shall not indemnify the Lessor from that portion of such liability and damage, if any, which is determined to result from Lessor’s negligence or willful misconduct.

19. During drilling and completion operations, Lessee agrees that each Well Site on the leased lands or on lands pooled therewith shall be enclosed with a Temporary Perimeter Sound Wall (including sound blanket panels) at least 24 feet in height, and extending the full length of at least two sides of the Well Site (located to obtain maximum sound reduction benefit). After drilling is completed, a six (6) foot chain link security fence shall be installed around the wellheads, production separators, and oil tanks and monitored in a manner that will preclude entry to those units on the Well Site by members of the public.

WITNESS my hand as of the day and year first above written.

LESSOR: TOWN OF TIMNATH, COLORADO

Signature: ____________________________
By: Jill Grossman-Belisle, Mayor

LESSEE: CIMMARON RESOURCES, INC.

Signature: ____________________________
By: _________________________________
Its: _________________________________

LESSOR ACKNOWLEDGEMENT

STATE OF COLORADO  }
COUNTY OF LARIMER  }

On this __________ day of __________________, 2015, before me personally appeared Jill Grossman-Belisle, to me known to be the Mayor of the Town of Timnath, Colorado and the same person described herein, and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_______________________________________________
Notary Public, State of Colorado

My commission expires: _____________________
LESSEE ACKNOWLEDGEMENT

STATE OF COLORADO  
COUNTY OF ____________ 

On this __________ day of ________________, 2015, before me personally appeared ____________________, to me known to be the __________ of the Cimmaron Resources, Inc., and the same person described herein, and who executed the forgoing instrument, and who acknowledged to me that (s)he executed the same as her/his free act and deed.

    IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_______________________________________________
Notary Public, State of Colorado

My commission expires: ____________________
TOWN COUNCIL COMMUNICATION

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

KEY POINTS/SUPPORTING INFORMATION:

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

ADVANTAGES: N/A

DISADVANTAGES: N/A

FINANCIAL IMPACT: N/A

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

ATTACHMENTS: N/A